



# CITY of NOVI CITY COUNCIL

[www.cityofnovi.org](http://www.cityofnovi.org)

Agenda Item H  
June 18, 2007

**SUBJECT:** Consideration of approval of Resolutions Concerning the Necessity of Acquisition of Property and Approving Declaration of Taking in connection with the Beck Road improvements at the Ten Mile intersection, for Parcel Nos. 22-29-400-005 (4,368 square feet of right-of-way, 1,880 square feet of temporary easement, \$17,690); 22-29-226-030 (5,653 square feet of right-of-way, 2,154 square feet of temporary easement, \$22,815); and 22-28-101 021 & 022 (7,933 square feet of right-of-way, 2,196 square feet of temporary easement, \$44,008).

**SUBMITTING DEPARTMENT:** City Manager

**CITY MANAGER APPROVAL:**

EXPENDITURE REQUIRED	N/A
AMOUNT BUDGETED	N/A
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	N/A

**BACKGROUND INFORMATION:**

The City is in the process of acquiring the right-of-way for improvements to Beck Road at its intersection with Ten Mile Road. The City recently awarded the engineering design contract, and staff has been working to have the engineers prepare necessary designs for the intersection at the early stages of the road design. A copy of the intersection plan is attached that shows the changes in the context of the existing road. The road improvements generally consist of turn lane improvements/widening on the northwest and southeast corners of Beck Road and lane improvements/widening on Ten Mile on the southwest corner.

As far as sidewalks are concerned, the City has generally included sidewalk construction as part of road **reconstruction** projects, but not with road re-paving. Consistent with this practice, the project contemplates adding sidewalk extensions only in the area of the intersection improvements and not along the other portions of Beck Road that are simply being repaved. As the drawing shows, the sidewalks will be connected to existing walks on the southeast corner only. On the southwest and northwest sides of the intersection the existing walks are very far away in any event—approximately 550' along Beck on the south side of Ten Mile; 550' along Beck on the north side of Ten Mile; 725' along Ten Mile west of Beck; and a full ¾ mile along the south side of Ten Mile west of Beck. Sidewalks already exist in the northeast quadrant.

Council authorized the making of good faith offers for these listed parcels at its June 4, 2007 meeting. Upon the completion of required drawings and legal descriptions, offers were sent out on June 7, 2007, asking that owners respond within seven days, or by June 14, 2007 as to whether they accept the City's offer. At this point, we have not heard definitive responses. The next step in the acquisition process is for Council to formally declare the necessity of the action, authorize the declaration of taking, and instruct the City staff to undertake eminent domain proceedings. The attached resolutions accomplish those three things.

**RECOMMENDED ACTION**

Consider approval of Resolutions Concerning the Necessity of Acquisition of Property (right-of-way and temporary easements) and Approving Declaration of Taking in connection with the Beck Road improvements at the Ten Mile intersection, for Parcel Nos. 22-29-400-005 (\$17,690); 22-29-226-030 (\$22,815); and 22-28-101 021 & 022 (\$44,008).

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

**RIGHT-OF-WAY & GRADING EASEMENT NEEDS**

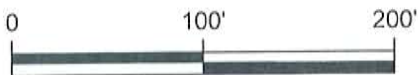
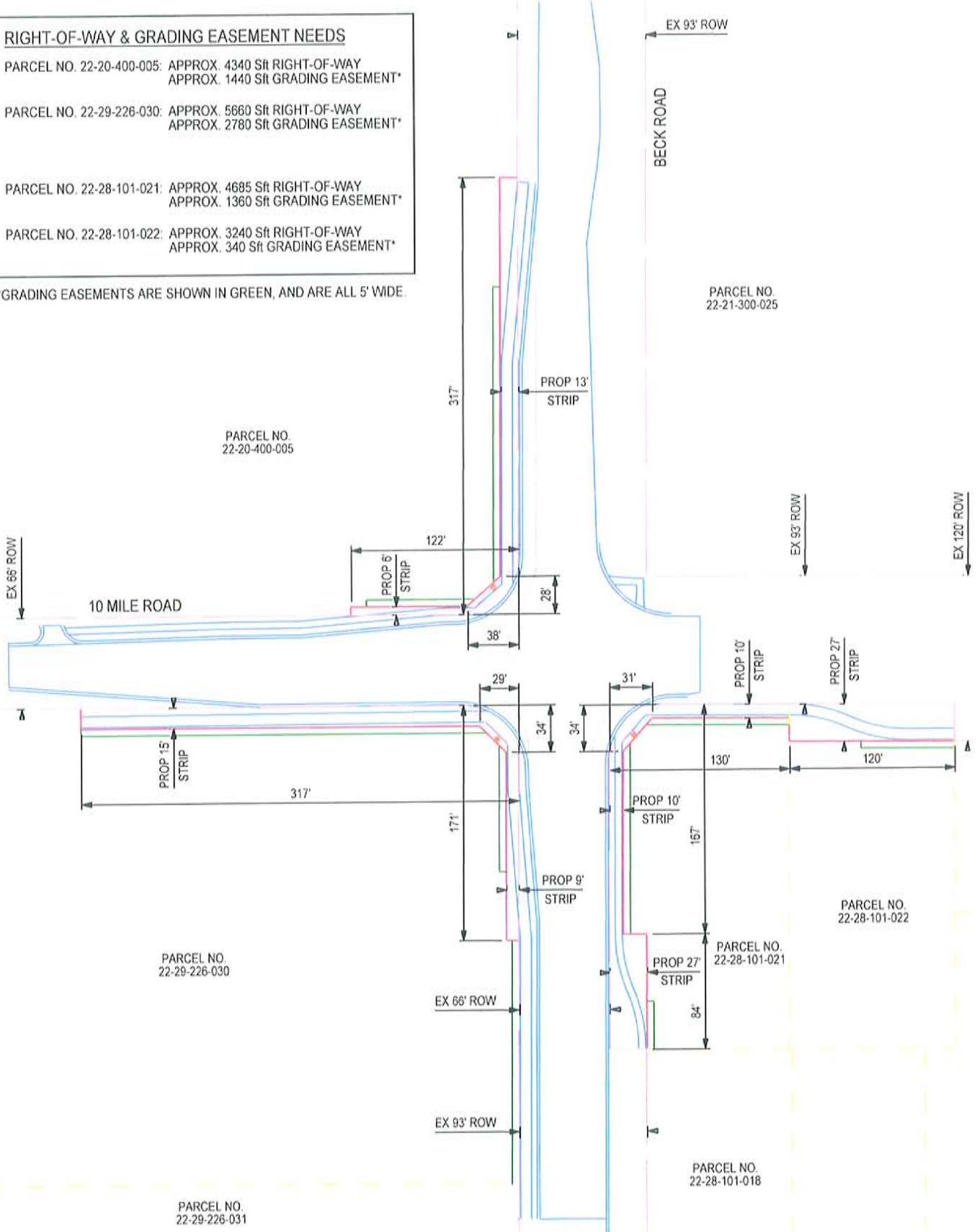
PARCEL NO. 22-20-400-005: APPROX. 4340 Sft RIGHT-OF-WAY  
APPROX. 1440 Sft GRADING EASEMENT\*

PARCEL NO. 22-29-226-030: APPROX. 5660 Sft RIGHT-OF-WAY  
APPROX. 2780 Sft GRADING EASEMENT\*

PARCEL NO. 22-28-101-021: APPROX. 4685 Sft RIGHT-OF-WAY  
APPROX. 1360 Sft GRADING EASEMENT\*

PARCEL NO. 22-28-101-022: APPROX. 3240 Sft RIGHT-OF-WAY  
APPROX. 340 Sft GRADING EASEMENT\*

\*GRADING EASEMENTS ARE SHOWN IN GREEN, AND ARE ALL 5' WIDE.



**PROPOSED BECK ROAD/10 MILE ROAD INTERSECTION RIGHT-OF-WAY NEEDS**

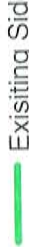
# Sidewalk Location Map

## Beck Road and Ten Mile Road Intersection

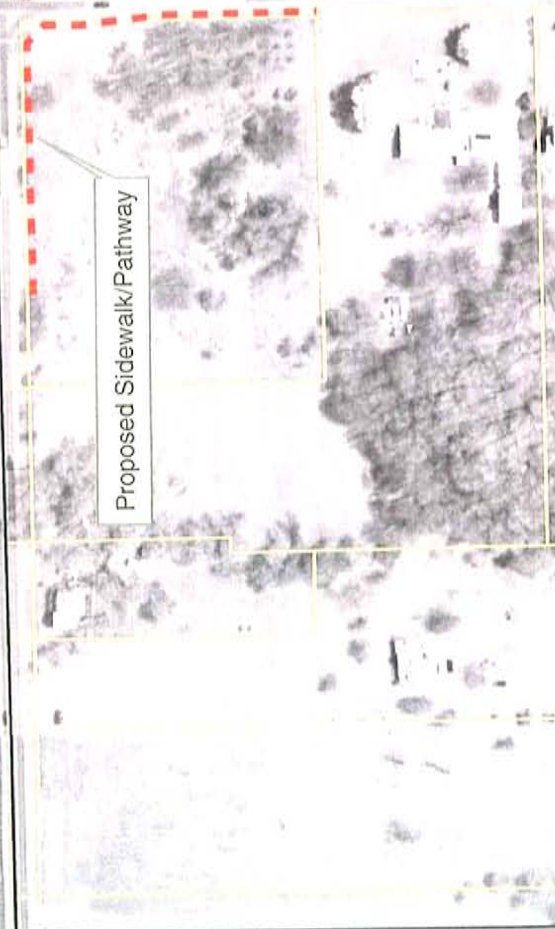
Map Publication Date: 6/13/07

### Legend

Existing Sidewalks



Proposed Sidewalk/Pathway



**CITY OF NOVI**  
 ENGINEERING DEPARTMENT  
 NOVİ CITY HALL  
 45175 W. TEN MILE ROAD  
 NOVİ, MI 48375-3024  
 (248) 347-0454  
 WWW.CITYOFNOVI.ORG  
 MAP AUTHOR: BRIAN COBURN, P.E.



**MAP INTERPRETATION DISCLAIMER**  
 This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information, and data located in various city, county, state, and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City of Novi makes no warranty, express or implied, that the Geographic Information Systems (GIS) Data used to prepare this map are error free, and the City of Novi does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. Official records should be used as a primary information source for verification of the information provided on these pages.

**RESOLUTION CONCERNING THE NECESSITY OF ACQUISITION  
OF PROPERTY AND APPROVING DECLARATION OF 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 \_\_\_\_\_, 2007,  
at \_\_\_\_\_ 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, the City of Novi has conducted over the past several years studies concerning the safety of Beck Road in the area between 8 Mile Road and Grand River Avenue in the City of Novi, including accident history evaluations and a "scoping" study analyzing present and future traffic carrying capacity needs; and

WHEREAS, among the conclusions of such studies is that turning movements at the intersection of Beck Road and Ten Mile Road are currently resulting in back-ups for through traffic movements; and

WHEREAS, Beck Road is considered and planned by the City of Novi to be a major arterial road and a principal route through the City, whose traffic volume will only continue to increase as development in the area expands and increases; and

WHEREAS, the City Council has determined that present conditions in the City of Novi, Oakland County, Michigan, necessitate improvements to the Beck Road and Ten Mile Road intersection, including lane improvements, road widening, storm sewer improvements, and sidewalk construction work (the "Improvements") in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit:

Part of the northwest quarter of Section 28, T1N, R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: beginning at the northwest section corner; thence east 163 feet; thence south 0 degrees 13 minutes 58 seconds east 283 feet; thence west 163 feet; thence north 0 degrees 13 minutes 58 seconds west 283 feet to the beginning.

Parcel No. 22-28-101-021

Part of the northwest quarter of Section 28, T1N, R8E, City of Novi, Oakland County, Michigan, more particularly described as: beginning at a point distant east 163 feet from the northwest section corner; thence east 120.00 feet; thence south 0 degrees 13 minutes 58 seconds east 283 feet; thence west 120.00 feet; thence north 0 degrees 13 minutes 58 seconds west 283 feet to the beginning.

Parcel No. 22-28-101-022

WHEREAS, proposed plans showing said Improvements have been prepared; 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 the fee and other interests in that portion of the above-described real estate described as follows:

Parcel No. 22-28-101-021

- A) *Proposed fee taking* containing 4694 sft more or less of the above-described parent parcel:

The east 10 feet of the west 43 feet of the south 167 feet of the north 200 feet.

Also, the south 10 feet of the north 43 feet.

Also, that part lying northwest of a line described as beginning at a point on the west line of said section 109 feet south along the west line of said section from the northwest corner of said section; thence running northeast to a point on the north line of said section 109 feet east along the north line of said section from the northwest corner of said section.

Also, the east 27 feet of the west 60 feet of the south 83 feet.

- B) ***Proposed temporary construction easement*** containing 1596 sft more or less of the above-described parent parcel:

The east 5 feet of the west 48 feet of the south 167 feet of the north 200 feet.

Also, the south 5 feet of the north 48 feet.

Also, the east 5 feet of the west 65 feet of the south 83 feet.

Parcel No. 22-28-101-022

- A) ***Proposed fee taking*** containing 3239 sft more or less of the above-described parent parcel:

The south 27 feet of the north 60 feet.

- B) ***Proposed temporary construction easement*** containing 600 sft more or less of the above-described parent parcel:

The south 5 feet of the north 65 feet.

hereinafter referred to as the "Subject Property";

WHEREAS, the City has caused an appraisal of the Subject Property to be prepared; and

WHEREAS, the City Council authorized the submissions to the Property Owner of a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit A, calling for the payment of Forty-Four Thousand and Eight (\$44,008.00) Dollars for the fee and easement, such amount having been established as just compensation for the acquisition of the property, based upon the appraisal of the property; and

WHEREAS, the offer was submitted to the Owners by registered mail (return receipt requested) and regular first class mail on or about June 7, 2007; and

WHEREAS, the Owners have not accepted the good faith offer as of the date hereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council determines that it is in the best interests of the City to take all such actions as are necessary to acquire the Subject Property for the purpose of constructing the improvements described above, and more specifically that it is necessary to make lane improvements to, to widen, to make storm sewer improvements to, and to construct sidewalks in the area of, the Beck Road and Ten Mile Road intersection including in, over, upon, and through the above-described property within the City of Novi in accordance with the plans prepared by or on behalf of the City, and that said Improvements are for the use and benefit of the public;

BE IT FURTHER RESOLVED, that the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain fee simple title to, and the other above-described interests in, the Subject Property by eminent domain.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the Declaration of Taking related to the Subject Property.

BE IT FURTHER RESOLVED, 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 (\$44,008.00) 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 \_\_\_\_\_, 2007.

\_\_\_\_\_  
MARYANNE CORNELIUS, CITY CLERK



June 7, 2007

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secretwardle.com

***CERTIFIED MAIL/RETURN RECEIPT REQUESTED  
AND FIRST CLASS MAIL***

Thomas R. Schultz  
Direct: 248-539-2847  
tschultz@secretwardle.com

Mr. Patrick G. Fenton  
17550 W. Eleven Mile Road  
Lathrup Village, MI 48076

Michigan Bell Telephone Company  
444 Michigan Avenue  
Detroit, MI 48226

RE: *City Acquisition of Road Right-of-Way Over Beck Road  
Part of Parcel No. 22-28-101-021*

- A) *Proposed fee taking* containing 4694 sft more or less of the following described parent parcel:

The east 10 feet of the west 43 feet of the south 167 feet of the north 200 feet.

Also, the south 10 feet of the north 43 feet.

Also, that part lying northwest of a line described as beginning at a point on the west line of said section 109 feet south along the west line of said section from the northwest corner of said section; thence running northeast to a point on the north line of said section 109 feet east along the north line of said section from the northwest corner of said section.

Also, the east 27 feet of the west 60 feet of the south 83 feet.

Parent parcel no. 22-28-101-021:

Part of the northwest quarter of Section 28, T1N, R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: beginning at the northwest section corner; thence east 163 feet; thence south 0 degrees 13 minutes 58 seconds east 283 feet; thence west 163 feet; thence north 0 degrees 13 minutes 58 seconds west 283 feet to the beginning.

- B) *Proposed temporary construction easement* containing 1596 sft more or less of the following described parent parcel:

Mr. Patrick G. Fenton  
Michigan Bell Telephone Co.  
June 7, 2007  
Page Two

The east 5 feet of the west 48 feet of the south 167 feet of the north 200 feet.

Also, the south 5 feet of the north 48 feet.

Also, the east 5 feet of the west 65 feet of the south 83 feet.

Parent parcel no. 22-28-101-021:

Part of the northwest quarter of Section 28, T1N R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: beginning at the northwest section corner; thence east 163 feet; thence south 0 degrees 13 minutes 58 seconds east 283 feet; thence west 163 feet; thence north 0 degrees 13 minutes 58 seconds west 283 feet to the beginning.

Gentlemen:

The City of Novi is contemplating the construction of road, and sidewalk improvements in, over, upon, and through a portion of the above-described property in the City of Novi. In order to accomplish this, it is necessary for the City to acquire a portion of the property referenced above from you (specifically, a portion of your parcel of property known as Tax Parcel No. 22-28-101-021) as well as a temporary construction easement adjacent to the area to be acquired. Both areas are shown on the attached drawing.

The City proposes to acquire the property for the purposes of constructing and maintaining improvements to the Ten Mile Road and Beck Road intersection. The City will restore any area of the surface of your property that has been disturbed by the construction of the improvements.

The Novi City Council has authorized the submission to you of the enclosed offer to purchase and related Warranty Deed. The proposed compensation for the property is based on an appraisal of your property. Based on the appraisal, the City has concluded that the sum of \$25,991 (\$25,800 for the area to be acquired and \$191 for the temporary construction easement) represents just compensation for the property.

If there are facts known to you that would tend to support a higher price, please bring them to the City's attention. The City will give that information its full consideration, as it is the City's intention to pay you the full amount to which you are entitled as just compensation.

Mr. Patrick G. Fenton  
Michigan Bell Telephone Co.  
June 7, 2007  
Page Two

If you should decide not to accept the City's offer, but do not have additional data that would tend to support a higher price, you need not do anything. If you do not respond to this offer within seven days from the date of the letter, the City will assume its offer is not acceptable to you.

If you should decide to accept the City's offer, please contact my office at the number above, or Mr. Robert Hayes, the City Engineer over-seeing the project, at (248) 347-0454, and make arrangements for the acceptance of the offer.

If you do not accept the City's offer and an agreement cannot be reached on a higher price justified by new information you have furnished to the City, the City proposes to institute proceedings in the Oakland County Circuit Court for the purposes of acquiring the property interests described in the attached documents for the above project by the exercise of the right of eminent domain.

The City looks forward to your response. If you have any questions regarding the foregoing, please call me at the number listed on the front page of this letter.

Very truly yours,

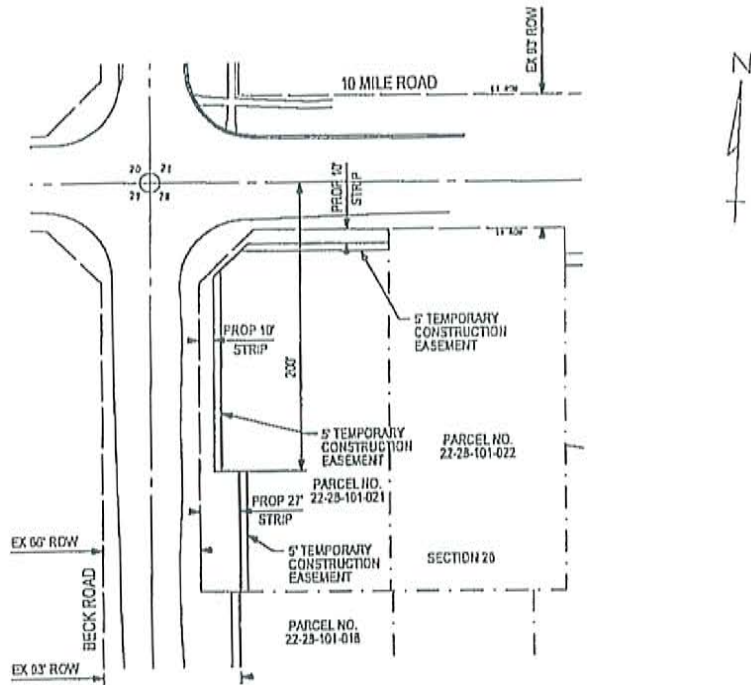


Thomas R. Schultz

TRS/jes  
Enclosure

C:\NrPortbl\manage\SEEFEL\941120\_1.DOC

# CERTIFICATE OF SURVEY



PROPOSED TAKING CONTAINING 4694 SFT MORE OR LESS OF THE FOLLOWING DESCRIBED PARENT PARCEL:  
 THE EAST 10 FEET OF THE WEST 43 FEET OF THE SOUTH 167 FEET OF THE NORTH 200 FEET.

ALSO, THE SOUTH 10 FEET OF THE NORTH 43 FEET.

ALSO, THAT PART LYING NORTHWEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 109 FEET SOUTH ALONG THE WEST LINE OF SAID SECTION FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE RUNNING NORTHEAST TO A POINT ON THE NORTH LINE OF SAID SECTION 109 FEET EAST ALONG THE NORTH LINE OF SAID SECTION FROM THE NORTHWEST CORNER OF SAID SECTION.

ALSO, THE EAST 27 FEET OF THE WEST 60 FEET OF THE SOUTH 83 FEET.

PARENT PARCEL NO. 22-28-101-021;  
 PART OF THE NORTHWEST QUARTER OF SECTION 28, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST SECTION CORNER; THENCE EAST 163 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 58 SECONDS EAST 283 FEET; THENCE WEST 163 FEET; THENCE NORTH 0 DEGREES 13 MINUTES 58 SECONDS WEST 283 FEET TO THE BEGINNING.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1596 SFT MORE OR LESS OF THE FOLLOWING DESCRIBED PARENT PARCEL:  
 THE EAST 5 FEET OF THE WEST 48 FEET OF THE SOUTH 167 FEET OF THE NORTH 200 FEET.

ALSO, THE SOUTH 5 FEET OF THE NORTH 48 FEET.

ALSO, THE EAST 5 FEET OF THE WEST 65 FEET OF THE SOUTH 83 FEET.

PARENT PARCEL NO. 22-28-101-021;  
 PART OF THE NORTHWEST QUARTER OF SECTION 28, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST SECTION CORNER; THENCE EAST 163 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 58 SECONDS WEST 283 FEET; THENCE WEST 163 FEET; THENCE NORTH 0 DEGREES 13 MINUTES 58 SECONDS WEST 283 FEET TO THE BEGINNING.

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CLIENT <b style="font-size: 1.2em;">CITY OF NOVI</b>	HENRY J. MULDER REGISTERED LAND SURVEYOR NO. 25862	<b style="font-size: 1.2em;">BECK ROAD/ 10 MILE ROAD INTERSECTION IMPROVEMENTS</b>
<b style="font-size: 1.2em;">URS</b> Surface Transportation Grand Rapids . Farmington Hills . Traverse City	LEGEND FND IRON ○ FENCE _____ SET IRON ● SECTION LINE - - - - - SEC. COR ⊕ EASEMENT LINE - - - - -	<b style="font-size: 1.2em;">PARCEL NO. 22-28-101-021</b>
SCALE: 1"=100'	JOB NO. 12940602	

AGREEMENT OF SALE  
OFFER TO PURCHASE REAL ESTATE

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase:

A) ***PROPOSED FEE TAKING*** CONTAINING 4694 SFT MORE OR LESS OF THE FOLLOWING DESCRIBED PARENT PARCEL:

THE EAST 10 FEET OF THE WEST 43 FEET OF THE SOUTH 167 FEET OF THE NORTH 200 FEET.

ALSO, THE SOUTH 10 FEET OF THE NORTH 43 FEET.

ALSO, THAT PART LYING NORTHWEST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 109 FEET SOUTH ALONG THE WEST LINE OF SAID SECTION FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE RUNNING NORTHEAST TO A POINT ON THE NORTH LINE OF SAID SECTION 109 FEET EAST ALONG THE NORTH LINE OF SAID SECTION FROM THE NORTHWEST CORNER OF SAID SECTION.

ALSO, THE EAST 27 FEET OF THE WEST 60 FEET OF THE SOUTH 83 FEET.

PARENT PARCEL NO. 22-28-101-021:

PART OF THE NORTHWEST QUARTER OF SECTION 28, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST SECTION CORNER; THENCE EAST 163 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 58 SECONDS EAST 283 FEET; THENCE WEST 163 FEET; THENCE NORTH 0 DEGREES 13 MINUTES 58 SECONDS WEST 283 FEET TO THE BEGINNING.

- B) ***PROPOSED TEMPORARY CONSTRUCTION EASEMENT*** CONTAINING 1596 SFT MORE OR LESS OF THE FOLLOWING DESCRIBED PARENT PARCEL:

THE EAST 5 FEET OF THE WEST 48 FEET OF THE SOUTH 167 FEET OF THE NORTH 200 FEET.

ALSO, THE SOUTH 5 FEET OF THE NORTH 48 FEET.

ALSO, THE EAST 5 FEET OF THE WEST 65 FEET OF THE SOUTH 83 FEET.

PARENT PARCEL NO. 22-28-101-021:

PART OF THE NORTHWEST QUARTER OF SECTION 28, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST SECTION CORNER; THENCE EAST 163 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 58 SECONDS EAST 283 FEET; THENCE WEST 163 FEET; THENCE NORTH 0 DEGREES 13 MINUTES 58 SECONDS WEST 283 FEET TO THE BEGINNING.

(The above-described fee simple interest is hereafter collectively referred to as "Property.")

and to pay therefore the sum of Twenty-Five Thousand Nine Hundred Ninety-One and NO/100 Dollars (\$25,991.00), subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

- (i) Delivery of the usual warranty deed conveying marketable title to the City as to the property being acquired in fee as described above.

2. Upon Sellers' 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 Sellers 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's Attorney's opinion. If the Sellers are 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 Sellers are unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the Property.

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

6. All taxes and assessments which have become a lien upon Sellers' land at the date of this Agreement shall be paid by the Sellers. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the taxing units in which the land is located. Interest and water bills, if any, shall be prorated and adjusted as of the date of closing.

7. It is understood that the Property is being acquired in connection with the Beck Road and Ten Mile Road intersection improvement and associated road, sidewalk, utility and other improvements and utility relocation work in, over, upon and through the above-described premises in the City of Novi, Michigan.

8. The City shall pay the cost of recording the warranty deed, easements, and grading permit and the cost of all Michigan Real Estate Transfer Tax.



9. 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.

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

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

12. 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 Sellers when executed by the City of Novi and all of the hereafter named Sellers.

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 2007

To the Above Named Purchaser:

PURCHASER:

CITY OF NOVI, a Michigan  
municipal corporation

By: DAVID LANDRY  
Its: Mayor

By: MARYANNE CORNELIUS  
Its: City Clerk

The foregoing offer is hereby accepted and the Sellers agree to sell the Property upon the terms stated:

By the execution of this instrument, the Sellers acknowledge the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

SELLERS:

\_\_\_\_\_

By: \_\_\_\_\_  
PATRICK G. FENTON

\_\_\_\_\_

MICHIGAN BELL TELEPHONE COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

**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: \_\_\_\_\_, 2007

941149



June 7, 2007

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secretwardle.com

***CERTIFIED MAIL/RETURN RECEIPT REQUESTED  
AND FIRST CLASS MAIL***

Thomas R. Schultz  
Direct: 248-539-2847  
tschultz@secretwardle.com

Mr. Patrick G. Fenton  
17550 W. Eleven Mile Road  
Lathrup Village, MI 48076

Michigan Bell Telephone Company  
444 Michigan Avenue  
Detroit, MI 48226

RE: *City Acquisition of Road Right-of-Way Over Beck Road  
Part of Parcel No. 22-28-101-022*

- A) *Proposed fee taking* containing 3239 sft more or less of the following described parent parcel:

The south 27 feet of the north 60 feet.

Parent parcel no. 22-28-101-022:

Part of the northwest quarter of Section 28, T1N, R8E, City of Novi, Oakland County, Michigan, more particularly described as: beginning at a point distant east 163 feet from the northwest section corner; thence east 120.00 feet; thence south 0 degrees 13 minutes 58 seconds east 283 feet; thence west 120.00 feet; thence north 0 degrees 13 minutes 58 seconds west 283 feet to the beginning.

- B) *Proposed temporary construction easement* containing 600 sft more or less of the following described parent parcel:

The south 5 feet of the north 65 feet.

Parent parcel no. 22-28-101-022:

Part of the northwest quarter of Section 28, T1N, R8E, City of Novi, Oakland County, Michigan, more particularly described as: beginning at a point distant east 163 feet from the northwest section corner; thence east 120.00 feet; thence south 0 degrees 13 minutes 58 seconds east 283 feet; thence west 120.00 feet; thence north 0 degrees 13 minutes 58 seconds west 283 feet to the beginning.

Gentlemen:

Mr. Patrick G. Fenton  
Michigan Bell Telephone Co.  
June 7, 2007  
Page Two

The City of Novi is contemplating the construction of road, and sidewalk improvements in, over, upon, and through a portion of the above-described property in the City of Novi. In order to accomplish this, it is necessary for the City to acquire a portion of the property referenced above from you (specifically, a portion of your parcel of property known as Tax Parcel No. 22-28-101-022) as well as a temporary construction easement adjacent to the area to be acquired. Both areas are shown on the attached drawing.

The City proposes to acquire the property for the purposes of constructing and maintaining improvements to the Ten Mile Road and Beck Road intersection. The City will restore any area of the surface of your property that has been disturbed by the construction of the improvements.

The Novi City Council has authorized the submission to you of the enclosed offer to purchase and related Warranty Deed. The proposed compensation for the property is based on an appraisal of your property. Based on the appraisal, the City has concluded that the sum of \$17,848 (\$17,800 for the area to be acquired and \$48 for the temporary construction easement) represents just compensation for the property.

If there are facts known to you that would tend to support a higher price, please bring them to the City's attention. The City will give that information its full consideration, as it is the City's intention to pay you the full amount to which you are entitled as just compensation.

If you should decide not to accept the City's offer, but do not have additional data that would tend to support a higher price, you need not do anything. If you do not respond to this offer within seven days from the date of the letter, the City will assume its offer is not acceptable to you.

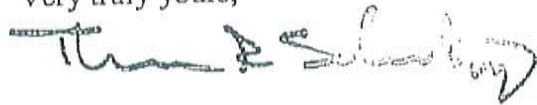
If you should decide to accept the City's offer, please contact my office at the number above, or Mr. Robert Hayes, the City Engineer over-seeing the project, at (248) 347-0454, and make arrangements for the acceptance of the offer.

If you do not accept the City's offer and an agreement cannot be reached on a higher price justified by new information you have furnished to the City, the City proposes to institute proceedings in the Oakland County Circuit Court for the purposes of acquiring the property interests described in the attached documents for the above project by the exercise of the right of eminent domain.

Mr. Patrick G. Fenton  
Michigan Bell Telephone Co.  
June 7, 2007  
Page Two

The City looks forward to your response. If you have any questions regarding the foregoing, please call me at the number listed on the front page of this letter.

Very truly yours,

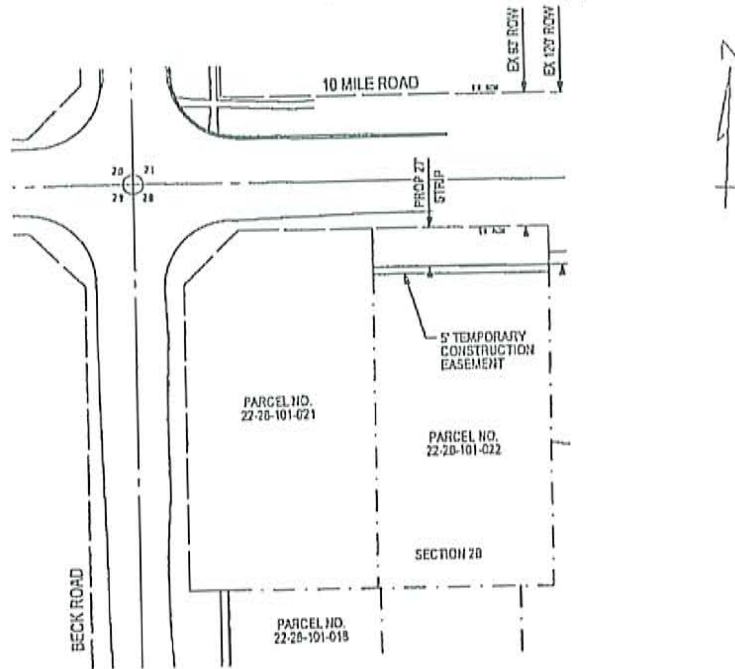
A handwritten signature in black ink, appearing to read "Thomas R. Schultz". The signature is written in a cursive style with a horizontal line underneath the name.

Thomas R. Schultz

TRS/jes  
Enclosure

C:\N\Portbl\imanager\SEEFEL\941121\_1.DOC

# CERTIFICATE OF SURVEY



PROPOSED TAKING CONTAINING 3239 SFT MORE OR LESS OF THE FOLLOWING DESCRIBED PARENT PARCEL:  
THE SOUTH 27 FEET OF THE NORTH 60 FEET.

PARENT PARCEL NO. 22-28-101-022:  
PART OF THE NORTHWEST QUARTER OF SECTION 28, T1N, RBE, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT EAST 163 FEET FROM THE NORTHWEST SECTION CORNER; THENCE EAST 120.00 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 58 SECONDS EAST 283 FEET; THENCE WEST 120.00 FEET; THENCE NORTH 0 DEGREES 13 MINUTES 58 SECONDS WEST 283 FEET TO THE BEGINNING.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT CONTAINING 600 SFT MORE OR LESS OF THE FOLLOWING DESCRIBED PARENT PARCEL:  
THE SOUTH 5 FEET OF THE NORTH 65 FEET.

PARENT PARCEL NO. 22-28-101-022:  
PART OF THE NORTHWEST QUARTER OF SECTION 28, T1N, RBE, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT EAST 163 FEET FROM THE NORTHWEST SECTION CORNER; THENCE EAST 120.00 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 58 SECONDS EAST 283 FEET; THENCE WEST 120.00 FEET; THENCE NORTH 0 DEGREES 13 MINUTES 58 SECONDS WEST 283 FEET TO THE BEGINNING.

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CLIENT <b>CITY OF NOVI</b>	HENRY J. MULDER REGISTERED LAND SURVEYOR NO. 25062	<b>BECK ROAD/ 10 MILE ROAD INTERSECTION IMPROVEMENTS</b>
<b>URS</b> Surface Transportation Grand Rapids · Farmington Hills · Traverse City	<b>LEGEND</b> FND IRON ○ FENCE ——— SET IRON ● SECTION LINE - - - - SEC. COR ⊕ EASEMENT LINE ———	<b>PARCEL NO. 22-28-101-022</b>
SCALE: 1" = 100'	JOB NO. 12940602	

**AGREEMENT OF SALE**  
**OFFER TO PURCHASE REAL ESTATE**

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase:

- A) ***PROPOSED FEE TAKING*** CONTAINING 3239 SFT MORE OR LESS OF THE FOLLOWING DESCRIBED PARENT PARCEL:

THE SOUTH 27 FEET OF THE NORTH 60 FEET.

PARENT PARCEL NO. 22-28-101-022:

PART OF THE NORTHWEST QUARTER OF SECTION 28, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT EAST 163 FEET FROM THE NORTHWEST SECTION CORNER; THENCE EAST 120.00 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 58 SECONDS EAST 283 FEET; THENCE WEST 120.00 FEET; THENCE NORTH 0 DEGREES 13 MINUTES 58 SECONDS WEST 283 FEET TO THE BEGINNING.

- B) ***PROPOSED TEMPORARY CONSTRUCTION EASEMENT*** CONTAINING 600 SFT MORE OR LESS OF THE FOLLOWING DESCRIBED PARENT PARCEL:

THE SOUTH 5 FEET OF THE NORTH 65 FEET.

PARENT PARCEL NO. 22-28-101-022:

PART OF THE NORTHWEST QUARTER OF SECTION 28, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT EAST 163 FEET FROM THE NORTHWEST SECTION CORNER; THENCE EAST 120.00 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 58 SECONDS EAST 283 FEET; THENCE WEST 120.00 FEET; THENCE NORTH 0 DEGREES 13 MINUTES 58 SECONDS WEST 283 FEET TO THE BEGINNING.

(The above-described fee and easement simple interests are hereafter collectively referred to as "Property.")

and to pay therefore the sum of Seventeen Thousand Eight Hundred Forty-Eight and NO/100 Dollars (\$17,848.00), subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

- (i) Delivery of the usual warranty deed conveying marketable title to the City as to the property being acquired in fee as described above.

2. Upon Sellers' 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 Sellers 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's Attorney's opinion. If the Sellers are 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 Sellers are unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the Property.

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



6. All taxes and assessments which have become a lien upon Sellers' land at the date of this Agreement shall be paid by the Sellers. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the taxing units in which the land is located. Interest and water bills, if any, shall be prorated and adjusted as of the date of closing.

7. It is understood that the Property is being acquired in connection with the Beck Road and Ten Mile Road intersection improvement and associated road, sidewalk, utility and other improvements and utility relocation work in, over, upon and through the above-described premises in the City of Novi, Michigan.

8. The City shall pay the cost of recording the warranty deed, easements, and grading permit and the cost of all Michigan Real Estate Transfer Tax.

9. 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.

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

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

12. 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 Sellers when executed by the City of Novi and all of the hereafter named Sellers.

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: DAVID LANDRY  
Its: Mayor

By: MARYANNE CORNELIUS  
Its: City Clerk

Dated: \_\_\_\_\_, 2007

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Sellers agree to sell the Property upon the terms stated:

By the execution of this instrument, the Sellers acknowledge the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

SELLERS:

By: \_\_\_\_\_  
PATRICK G. FENTON

MICHIGAN BELL TELEPHONE COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

**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: \_\_\_\_\_, 2007

941147

## DECLARATION OF TAKING

A Resolution of Necessity having been adopted by the City of Novi setting forth that improvements to the intersection of Beck Road and Ten Mile Road, including lane improvements, widening, storm sewer improvements, and sidewalk construction (the "Improvements") in the City of Novi, Oakland County, Michigan, in accordance with prepared plans are needed in the interest of the public health, safety, and welfare, and that it is necessary to acquire certain 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 improving the intersection of Beck Road and Twelve Mile Road, including lane improvements, widening, storm sewer improvements, and sidewalk construction, in accordance with prepared plans showing said Improvements.

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.

**Parcel No. 22-28-101-021**

- A) *Proposed fee taking* containing 4694 sft more or less of the following described parent parcel:

The east 10 feet of the west 43 feet of the south 167 feet of the north 200 feet.

Also, the south 10 feet of the north 43 feet.

Also, that part lying northwest of a line described as beginning at a point on the west line of said section 109 feet south along the west line of said section from the northwest corner of said section; thence running northeast to a point on the north line of said section 109 feet east along the north line of said section from the northwest corner of said section.

Also, the east 27 feet of the west 60 feet of the south 83 feet.

Parent parcel no. 22-28-101-021:

Part of the northwest quarter of Section 28, T1N, R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: beginning at the northwest section corner; thence east 163 feet; thence south 0 degrees 13 minutes 58 seconds east 283 feet; thence west 163 feet; thence north 0 degrees 13 minutes 58 seconds west 283 feet to the beginning

- B) *Proposed temporary construction easement* containing 1596 sft more or less of the following described parent parcel:

The east 5 feet of the west 48 feet of the south 167 feet of the north 200 feet.

Also, the south 5 feet of the north 48 feet.

Also, the east 5 feet of the west 65 feet of the south 83 feet.

Parent parcel no. 22-28-101-021:

Part of the northwest quarter of Section 28, T1N R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: beginning at the northwest section corner; thence east 163 feet; thence south 0 degrees 13 minutes 58 seconds east 283 feet; thence west 163 feet; thence north 0 degrees 13 minutes 58 seconds west 283 feet to the beginning.

**Parcel No. 22-28-101-022**

- A) ***Proposed fee taking*** containing 3239 sft more or less of the following described parent parcel:

The south 27 feet of the north 60 feet.

Parent parcel no. 22-28-101-022:

Part of the northwest quarter of Section 28, T1N, R8E, City of Novi, Oakland County, Michigan, more particularly described as: beginning at a point distant east 163 feet from the northwest section corner; thence east 120.00 feet; thence south 0 degrees 13 minutes 58 seconds east 283 feet; thence west 120.00 feet; thence north 0 degrees 13 minutes 58 seconds west 283 feet to the beginning.

- B) ***Proposed temporary construction easement*** containing 600 sft more or less of the following described parent parcel:

The south 5 feet of the north 65 feet.

Parent parcel no. 22-28-101-022:

Part of the northwest quarter of Section 28, T1N, R8E, City of Novi, Oakland County, Michigan, more particularly described as: beginning at a point distant east 163 feet from the northwest section corner; thence east 120.00 feet; thence south 0 degrees 13 minutes 58 seconds east 283 feet; thence west 120.00 feet; thence north 0 degrees 13 minutes 58 seconds west 283 feet to the beginning.

2. Names of Property Owners: Patrick G. Fenton
3. Names of each person, other than the Owners, having an interest in the property:  
Michigan Bell Telephone Company
4. Estimated Just Compensation: \$44,008.00
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: \_\_\_\_\_  
CLAY J. PEARSON  
City Manager

Dated: \_\_\_\_\_, 2007

The foregoing Declaration of Taking was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by Clay J. Pearson, 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:  
Thomas R. Schultz (P 42111)  
Secrest, Wardle, Lynch, Hampton, Truex & Morley  
30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
(248) 851-9500

Tax Identification Nos. 22-28-101-021; 22-28-101-022

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**RESOLUTION CONCERNING THE NECESSITY OF ACQUISITION  
OF PROPERTY AND APPROVING DECLARATION OF 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 \_\_\_\_\_, 2007,  
at \_\_\_\_\_ 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, the City of Novi has conducted over the past several years studies concerning the safety of Beck Road in the area between 8 Mile Road and Grand River Avenue in the City of Novi, including accident history evaluations and a "scoping" study analyzing present and future traffic carrying capacity needs; and

WHEREAS, among the conclusions of such studies is that turning movements at the intersection of Beck Road and Ten Mile Road are currently resulting in back-ups for through traffic movements; and

WHEREAS, Beck Road is considered and planned by the City of Novi to be a major arterial road and a principal route through the City, whose traffic volume will only continue to increase as development in the area expands and increases; and



WHEREAS, the City Council has determined that present conditions in the City of Novi, Oakland County, Michigan, necessitate improvements to the Beck Road and Ten Mile Road intersection, including lane improvements, road widening, storm sewer improvements, and sidewalk construction work (the "Improvements" in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit:

The south 880 feet of the east 1580 feet of the southeast quarter of Section 20, T1N, R8E, City of Novi, Oakland County, Michigan, except the west 380 feet thereof.

Parcel No. 22-20-400-005

WHEREAS, proposed plans showing said Improvements have been prepared; 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 the fee and other interests in that portion of the above-described real estate described as follows:

- A) ***Proposed fee taking*** containing 4368 sft more or less of the above-described parent parcel:

The north 6 feet of the south 39 feet of the west 122 feet of the east 155 feet.

Also, the west 13 feet of the east 46 feet of the north 317 feet of the south 350 feet.

Also, that part lying southeast of a line described as beginning at a point on the south line of said section being 109 feet west along said south section line from the southeast corner of said section; thence running northeast to a point on the east line of said section 109 feet from the southeast corner of said section.

- B) ***Proposed temporary construction easement*** containing 1880 sft more or less of the above-described parent parcel:

The north 5 feet of the south 44 feet of the west 122 feet of the east 155 feet.

Also, the west 5 feet of the east 51 feet of the north 317 feet of the south 350 feet.

hereinafter referred to as the "Subject Property";

WHEREAS, the City has caused an appraisal of the Subject Property to be prepared; and

WHEREAS, the City Council authorized the submission to the Property Owner of a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit A, calling for the payment of Seventeen Thousand Six Hundred Ninety (\$17,690.00) Dollars for the fee and easement, such amount having been established as just compensation for the acquisition of the property, based upon the appraisal of the property; and

WHEREAS, the offer was submitted to the Owners by registered mail (return receipt requested) and regular first class mail on or about June 7, 2007; and

WHEREAS, the Owners have not accepted the good faith offer as of the date hereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council determines that it is in the best interests of the City to take all such actions as are necessary to acquire the Subject Property for the purpose of constructing the Improvements described above, and more specifically that it is necessary to make lane improvements to, to widen, to make storm sewer improvements to, and to construct sidewalks in the area of, the Beck Road and Ten Mile Road intersection including in, over, upon, and through the above-described property within the City of Novi in accordance with the plans prepared by or on behalf of the City, and that said Improvements are for the use and benefit of the public;

BE IT FURTHER RESOLVED, that the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain fee simple title to, and the other above-described interests in, the Subject Property by eminent domain.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the Declaration of Taking related to the Subject Property.

BE IT FURTHER RESOLVED, 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 (\$17,690.00) 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 \_\_\_\_\_, 2007.

\_\_\_\_\_  
MARYANNE CORNELIUS, CITY CLERK



June 7, 2007

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secretwardle.com

***CERTIFIED MAIL/RETURN RECEIPT REQUESTED  
AND FIRST CLASS MAIL***

Thomas R. Schultz  
Direct: 248-539-2847  
tschultz@secretwardle.com

Mr. Richard D. Rosin  
Ten and Beck, LLC  
28246 Franklin Road  
Southfield, MI 48034

RE: *City Acquisition of Road Right-of-Way Over Beck Road  
Part of Parcel No. 22-20-400-005*

- A) *Proposed fee taking* containing 4368 sft more or less of the following described parent parcel:

The north 6 feet of the south 39 feet of the west 122 feet of the east 155 feet.

Also, the west 13 feet of the east 46 feet of the north 317 feet of the south 350 feet.

Also, that part lying southeast of a line described as beginning at a point on the south line of said section being 109 feet west along said south section line from the southeast corner of said section; thence running northeast to a point on the east line of said section 109 feet from the southeast corner of said section.

Parent parcel no. 22-20-400-005:

The south 880 feet of the east 1580 feet of the southeast quarter of Section 20, T1N, R8E, City of Novi, Oakland County, Michigan, except the west 380 feet thereof.

- B) *Proposed temporary construction easement* containing 1880 sft more or less of the following described parent parcel:

The north 5 feet of the south 44 feet of the west 122 feet of the east 155 feet.

Also, the west 5 feet of the east 51 feet of the north 317 feet of the south 350 feet.

Mr. Richard D. Rosin  
June 7, 2007  
Page Two

Parent parcel no. 22-20-400-005:  
The south 880 feet of the east 1580 feet of the southeast quarter of  
Section 20, T1N, R8E, City of Novi, Oakland County, Michigan,  
except the west 380 feet thereof.

Mr. Rosin:

The City of Novi is contemplating the construction of road, and sidewalk improvements in, over, upon, and through a portion of the above-described property in the City of Novi. In order to accomplish this, it is necessary for the City to acquire a portion of the property referenced above from you (specifically, a portion of your parcel of property known as Tax Parcel No. 22-20-400-005) as well as a temporary construction easement adjacent to the area to be acquired. Both areas are shown on the attached drawing.

The City proposes to acquire the property for the purposes of constructing and maintaining improvements to the Ten Mile Road and Beck Road intersection. The City will restore any area of the surface of your property that has been disturbed by the construction of the improvements.

The Novi City Council has authorized the submission to you of the enclosed offer to purchase and related Warranty Deed. The proposed compensation for the property is based on an appraisal of your property. Based on the appraisal, the City has concluded that the sum of \$17,544 (\$17,400 for the area to be acquired and \$144 for the temporary easement) represents just compensation for the property.

If there are facts known to you that would tend to support a higher price, please bring them to the City's attention. The City will give that information its full consideration, as it is the City's intention to pay you the full amount to which you are entitled as just compensation.

If you should decide not to accept the City's offer, but do not have additional data that would tend to support a higher price, you need not do anything. If you do not respond to this offer within seven days from the date of the letter, the City will assume its offer is not acceptable to you.

If you should decide to accept the City's offer, please contact my office at the number above, or Mr. Robert Hayes, the City Engineer over-seeing the project, at (248) 347-0454, and make arrangements for the acceptance of the offer.

Mr. Richard D. Rosin  
June 7, 2007  
Page Two

If you do not accept the City's offer and an agreement cannot be reached on a higher price justified by new information you have furnished to the City, the City proposes to institute proceedings in the Oakland County Circuit Court for the purposes of acquiring the property interests described in the attached documents for the above project by the exercise of the right of eminent domain.

The City looks forward to your response. If you have any questions regarding the foregoing, please call me at the number listed on the front page of this letter.

Very truly yours,

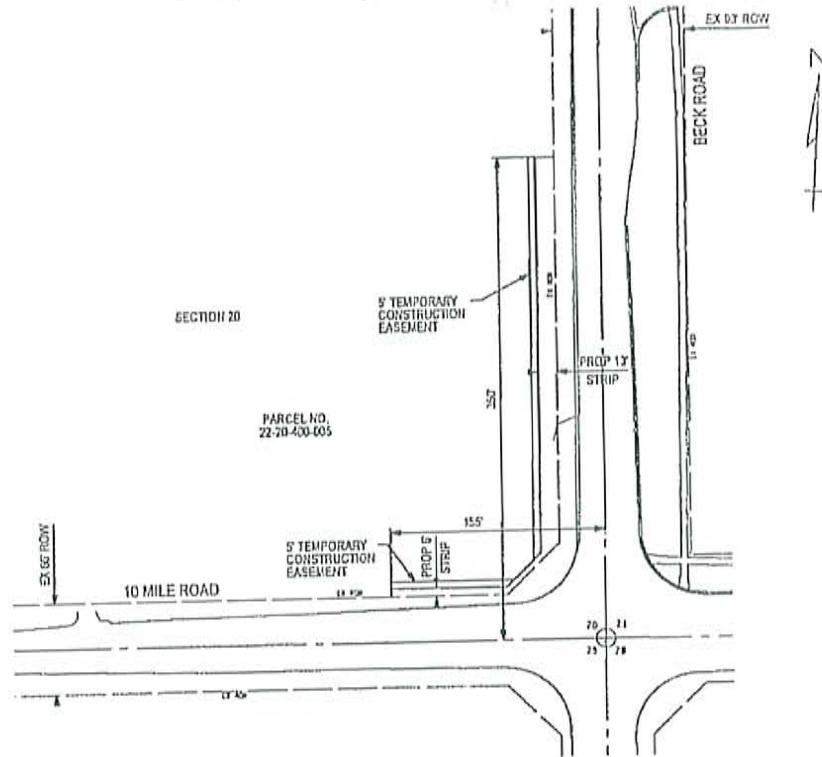
A handwritten signature in black ink, appearing to read "Thomas R. Schulz", written over a horizontal line.

Thomas R. Schulz

TRS/jes  
Enclosure

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# CERTIFICATE OF SURVEY



PROPOSED TAKING CONTAINING 4368 SFT MORE OR LESS OF THE FOLLOWING DESCRIBED PARENT PARCEL:  
 THE NORTH 6 FEET OF THE SOUTH 39 FEET OF THE WEST 122 FEET OF THE EAST 155 FEET.

ALSO, THE WEST 13 FEET OF THE EAST 46 FEET OF THE NORTH 317 FEET OF THE SOUTH 350 FEET.

ALSO, THAT PART LYING SOUTHEAST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION BEING 109 FEET WEST ALONG SAID SOUTH SECTION LINE FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE, RUNNING NORTHEAST TO A POINT ON THE EAST LINE OF SAID SECTION 109 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION.

PARENT PARCEL NO. 22-20-400-005:  
 THE SOUTH 880 FEET OF THE EAST 1580 FEET OF THE SOUTHEAST QUARTER OF SECTION 20, T1N, R6E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, EXCEPT THE WEST 380 FEET THEREOF.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1680 SFT MORE OR LESS OF THE FOLLOWING DESCRIBED PARENT PARCEL:  
 THE NORTH 5 FEET OF THE SOUTH 44 FEET OF THE WEST 122 FEET OF THE EAST 155 FEET.

ALSO, THE WEST 5 FEET OF THE EAST 51 FEET OF THE NORTH 317 FEET OF THE SOUTH 350 FEET.

PARENT PARCEL NO. 22-20-400-005:  
 THE SOUTH 880 FEET OF THE EAST 1580 FEET OF THE SOUTHEAST QUARTER OF SECTION 20, T1N, R6E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, EXCEPT THE WEST 380 FEET THEREOF.

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CLIENT <h2 style="text-align: center;">CITY OF NOVI</h2>	HENRY J. MULDER REGISTERED LAND SURVEYOR NO. 25062	<h3>BECK ROAD/ 10 MILE ROAD INTERSECTION IMPROVEMENTS</h3>
URS Surface Transportation Grand Rapids · Farmington Hills · Traverse City	LEGEND FND IRON ○      FENCE _____ SET IRON ●      SECTION LINE - - - - - SEC. COR ⊕      EASEMENT LINE ————	<h3>PARCEL NO. 22-20-400-005</h3>
	SCALE: 1"=100'      JOB NO. 12940602	

**AGREEMENT OF SALE**  
**OFFER TO PURCHASE REAL ESTATE**

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase:

- A) ***PROPOSED FEE TAKING*** CONTAINING 4368 SFT MORE OR LESS OF THE FOLLOWING DESCRIBED PARENT PARCEL:

THE NORTH 6 FEET OF THE SOUTH 39 FEET OF THE WEST 122 FEET OF THE EAST 155 FEET.

ALSO, THE WEST 13 FEET OF THE EAST 46 FEET OF THE NORTH 317 FEET OF THE SOUTH 350 FEET.

ALSO, THAT PART LYING SOUTHEAST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION BEING 109 FEET WEST ALONG SAID SOUTH SECTION LINE FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE RUNNING NORTHEAST TO A POINT ON THE EAST LINE OF SAID SECTION 109 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION.

PARENT PARCEL NO. 22-20-400-005:

THE SOUTH 880 FEET OF THE EAST 1580 FEET OF THE SOUTHEAST QUARTER OF SECTION 20, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, EXCEPT THE WEST 380 FEET THEREOF.

- B) ***PROPOSED TEMPORARY CONSTRUCTION EASEMENT*** CONTAINING 1880 SFT MORE OR LESS OF THE FOLLOWING DESCRIBED PARENT PARCEL:

THE NORTH 5 FEET OF THE SOUTH 44 FEET OF THE WEST 122 FEET OF THE EAST 155 FEET.



ALSO, THE WEST 5 FEET OF THE EAST 51 FEET OF THE NORTH 317 FEET OF THE SOUTH 350 FEET.

PARENT PARCEL NO. 22-20-400-005:  
THE SOUTH 880 FEET OF THE EAST 1580 FEET OF THE SOUTHEAST QUARTER OF SECTION 20, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, EXCEPT THE WEST 380 FEET THEREOF.

(The above-described fee simple and temporary construction easement interests are hereafter collectively referred to as "Property")

and to pay therefore the sum of Seventeen Thousand Five Hundred Forty-Four and NO/100 Dollars (\$17,544.00), subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

(i) Delivery of the usual warranty deed conveying marketable title to the City as to the property being acquired in fee as described above.

2. Upon Sellers' 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 Sellers 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's Attorney's opinion. If the Sellers are 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 Sellers are unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the Property.

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

6. All taxes and assessments which have become a lien upon Sellers' land at the date of this Agreement shall be paid by the Sellers. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the taxing units in which the land is located. Interest and water bills, if any, shall be prorated and adjusted as of the date of closing.

7. It is understood that the Property is being acquired in connection with the Beck Road and Ten Mile Road intersection improvement and associated road, sidewalk, utility and other improvements and utility relocation work in, over, upon and through the above-described premises in the City of Novi, Michigan.

8. The City shall pay the cost of recording the warranty deed, easements, and grading permit and the cost of all Michigan Real Estate Transfer Tax.

9. 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.

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

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

12. 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 Sellers when executed by the City of Novi and all of the hereafter named Sellers.

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 2007

PURCHASER:

CITY OF NOVI, a Michigan  
municipal corporation

By: \_\_\_\_\_  
Its: DAVID LANDRY  
Mayor

By: \_\_\_\_\_  
Its: MARYANNE CORNELIUS  
City Clerk

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Sellers agree to sell the Property upon the terms stated:

By the execution of this instrument, the Sellers acknowledge the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

SELLERS:

TEN AND BECK, LLC

By: \_\_\_\_\_  
RICHARD D. ROSIN

Its: \_\_\_\_\_

**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: \_\_\_\_\_, 2007

941141

## DECLARATION OF TAKING

A Resolution of Necessity having been adopted by the City of Novi setting forth that improvements to the intersection of Beck Road and Ten Mile Road, including lane improvements, widening, storm sewer improvements, and sidewalk construction (the "Improvements") in the City of Novi, Oakland County, Michigan, in accordance with prepared plans are needed in the interest of the public health, safety, and welfare, and that it is necessary to acquire certain 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 improving the intersection of Beck Road and Twelve Mile Road, including lane improvements, widening, storm sewer improvements, and sidewalk construction, in accordance with prepared plans showing said Improvements.

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) *Proposed fee taking* containing 4368 sft more or less of the following described parent parcel:

The north 6 feet of the south 39 feet of the west 122 feet of the east 155 feet.

Also, the west 13 feet of the east 46 feet of the north 317 feet of the south 350 feet.

Also, that part lying southeast of a line described as beginning at a point on the south line of said section being 109 feet west along said south section line from the southeast corner of said section; thence running northeast to a point on the east line of said section 109 feet from the southeast corner of said section.

Parent parcel no. 22-20-400-005:

The south 880 feet of the east 1580 feet of the southeast quarter of Section 20, T1N, R8E, City of Novi, Oakland County, Michigan, except the west 380 feet thereof.

- B) **Proposed temporary construction easement** containing 1880 sft more or less of the following described parent parcel:

The north 5 feet of the south 44 feet of the west 122 feet of the east 155 feet.

Also, the west 5 feet of the east 51 feet of the north 317 feet of the south 350 feet.

Parent parcel no. 22-20-400-005:

The south 880 feet of the east 1580 feet of the southeast quarter of Section 20, T1N, R8E, City of Novi, Oakland County, Michigan, except the west 380 feet thereof.

- 2. Names of Property Owners: Ten and Beck, LLC
- 3. Names of each person, other than the Owners, having an interest in the property:  
Unknown.
- 4. Estimated Just Compensation: \$17,690.00
- 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: \_\_\_\_\_  
CLAY J. PEARSON  
City Manager

Dated: \_\_\_\_\_, 2007

The foregoing Declaration of Taking was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by Clay J. Pearson, 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:  
Thomas R. Schultz (P 42111)  
Secrest, Wardle, Lynch, Hampton, Truex & Morley  
30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
(248) 851-9500

Tax Identification No. \_\_\_\_\_

C:\NrPortbl\lmanage\SEEFEL\944783\_1.DOC

**RESOLUTION CONCERNING THE NECESSITY OF ACQUISITION  
OF PROPERTY AND APPROVING DECLARATION OF 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 \_\_\_\_\_, 2007,  
at \_\_\_\_\_ 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, the City of Novi has conducted over the past several years studies concerning the safety of Beck Road in the area between 8 Mile Road and Grand River Avenue in the City of Novi, including accident history evaluations and a "scoping" study analyzing present and future traffic carrying capacity needs; and

WHEREAS, among the conclusions of such studies is that turning movements at the intersection of Beck Road and Ten Mile Road are currently resulting in back-ups for through traffic movements; and

WHEREAS, Beck Road is considered and planned by the City of Novi to be a major arterial road and a principal route through the City, whose traffic volume will only continue to increase as development in the area expands and increases; and



WHEREAS, the City Council has determined that present conditions in the City of Novi, Oakland County, Michigan, necessitate improvements to the Beck Road and Ten Mile Road intersection, including lane improvements, road widening, storm sewer improvements, and sidewalk construction work (the "Improvements") in, over, upon and through a portion of the following described premises situated in the City of Novi, Oakland County, State of Michigan, to-wit:

Part of the northeast quarter of Section 29, T1N, R8E, City of Novi, Oakland County, Michigan, described as: beginning at the northeast section corner; thence south 3 degrees 0 minutes 13 seconds east 378.89 feet; thence south 86 degrees 48 minutes 56 seconds west 459.87 feet; thence north 3 degrees 0 minutes 13 seconds west 378.89 feet; thence north 86 degrees 48 minutes 56 seconds east 459.87 feet to the point of beginning, except the east 33 feet for beck road

Parcel No. 22-29-226-030

WHEREAS, proposed plans showing said Improvements have been prepared; 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 the fee and other interests in that portion of the above-described real estate described as follows:

- A) ***Proposed fee taking*** containing 5653 sft more or less of the above-described parent parcel:

The south 15 feet of the north 48 feet of the west 317 feet.

Also, the west 9 feet of the north 204 feet.

Also, that part lying northeast of a line described as beginning at a point on the east line of said section 109 feet south along the east line of said section from the northeast corner of said section; thence running northwest to a point on the north line of said section 109 feet west along the north line of said section from the northeast corner of said section.

- B) ***Proposed temporary construction easement*** containing 2154 sft more or less of the above-described parent parcel:

The south 5 feet of the north 53 feet of the west 317 feet.

Also, the west 5 feet of the east 14 feet of the north 204 feet.

Also, the east 5 feet of the south 174.89 feet.

hereinafter referred to as the "Subject Property";

WHEREAS, the City has caused an appraisal of the Subject Property to be prepared; and

WHEREAS, the City Council authorized the submission to the Property Owner of a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit A, calling for the payment of Twenty-Two Thousand Eight Hundred Fifteen (\$22,815.00) Dollars for the fee and easement, such amount having been established as just compensation for the acquisition of the property, based upon the appraisal of the property; and

WHEREAS, the offer was submitted to the Owners by registered mail (return receipt requested) and regular first class mail on or about June 7, 2007; and

WHEREAS, the Owners have not accepted the good faith offer as of the date hereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council determines that it is in the best interests of the City to take all such actions as are necessary to acquire the Subject Property for the purpose of constructing the Improvements described above, and more specifically that it is necessary to make lane improvements to, to widen, to make storm sewer improvements to, and to construct sidewalks in the area of, the Beck Road and Ten Mile Road intersection including in, over, upon, and through the above-described property within the City of Novi in accordance with the plans prepared by or on behalf of the City, and that said Improvements are for the use and benefit of the public;

BE IT FURTHER RESOLVED, that the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain fee simple title to, and the other above-described interests in, the Subject Property by eminent domain.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the Declaration of Taking related to the Subject Property.

BE IT FURTHER RESOLVED, 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 (\$22,815.00) 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 \_\_\_\_\_, 2007.

\_\_\_\_\_  
MARYANNE CORNELIUS, CITY CLERK



June 7, 2007

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secretwardle.com

***CERTIFIED MAIL/RETURN RECEIPT REQUESTED  
AND FIRST CLASS MAIL***

Thomas R. Schultz  
Direct: 248-539-2847  
tschultz@secretwardle.com

Mr. Richard D. Rosin  
Aspen Group/Beck, LLC  
28246 Franklin Road  
Southfield, MI 48034

Michigan Bell Telephone Company  
444 Michigan Avenue  
Detroit, MI 48226

RE: *City Acquisition of Road Right-of-Way Over Beck Road  
Part of Parcel No. 22-29-226-030*

- A) *Proposed fee taking* containing 5653 sft more or less of the following described parent parcel:

The south 15 feet of the north 48 feet of the west 317 feet.

Also, the west 9 feet of the north 204 feet.

Also, that part lying northeast of a line described as beginning at a point on the east line of said section 109 feet south along the east line of said section from the northeast corner of said section; thence running northwest to a point on the north line of said section 109 feet west along the north line of said section from the northeast corner of said section.

Parent parcel no. 22-29-226-030:

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- B) *Proposed temporary construction easement* containing 2154 sft more or less of the following described parent parcel:  
The south 5 feet of the north 53 feet of the west 317 feet.

Mr. Richard D. Rosin  
Michigan Bell Telephone Co.  
June 7, 2007  
Page Two

Also, the west 5 feet of the east 14 feet of the north 204 feet.

Also, the east 5 feet of the south 174.89 feet.

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Part of the northeast quarter of Section 29, T1N, R8E, City of Novi, Oakland County, Michigan, described as: beginning at the northeast section corner; thence south 3 degrees 0 minutes 13 seconds east 378.89 feet; thence south 86 degrees 48 minutes 56 seconds west 459.87 feet; thence north 3 degrees 0 minutes 13 seconds west 378.89 feet; thence north 86 degrees 48 minutes 56 seconds east 459.87 feet to the point of beginning, except the east 33 feet for beck road.

Gentlemen:

The City of Novi is contemplating the construction of road, and sidewalk improvements in, over, upon, and through a portion of the above-described property in the City of Novi. In order to accomplish this, it is necessary for the City to acquire a portion of the property referenced above from you (specifically, a portion of your parcel of property known as Tax Parcel No. 22-29-226-030) as well as a temporary construction easement adjacent to the area to be acquired. Both areas are shown on the attached drawing.

The City proposes to acquire the property for the purposes of constructing and maintaining improvements to the Ten Mile Road and Beck Road intersection. The City will restore any area of the surface of your property that has been disturbed by the construction of the improvements.

The Novi City Council has authorized the submission to you of the enclosed offer to purchase and related Warranty Deed. The proposed compensation for the property is based on an appraisal of your property. Based on the appraisal, the City has concluded that the sum of \$22,878 (\$22,600 for the area to be acquired and \$556 for the temporary construction easement) represents just compensation for the property.

If there are facts known to you that would tend to support a higher price, please bring them to the City's attention. The City will give that information its full consideration, as it is the City's intention to pay you the full amount to which you are entitled as just compensation.

If you should decide not to accept the City's offer, but do not have additional data that would tend to support a higher price, you need not do

Mr. Richard D. Rosin  
Michigan Bell Telephone Co.  
June 7, 2007  
Page Two

anything. If you do not respond to this offer within seven days from the date of the letter, the City will assume its offer is not acceptable to you.

If you should decide to accept the City's offer, please contact my office at the number above, or Mr. Robert Hayes, the City Engineer over-seeing the project, at (248) 347-0454, and make arrangements for the acceptance of the offer.

If you do not accept the City's offer and an agreement cannot be reached on a higher price justified by new information you have furnished to the City, the City proposes to institute proceedings in the Oakland County Circuit Court for the purposes of acquiring the property interests described in the attached documents for the above project by the exercise of the right of eminent domain.

The City looks forward to your response. If you have any questions regarding the foregoing, please call me at the number listed on the front page of this letter.

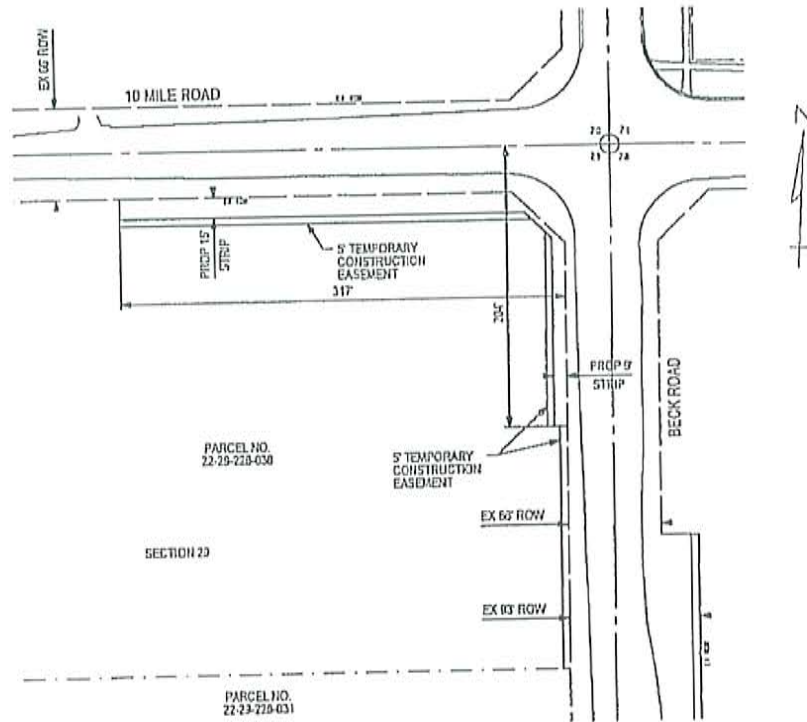
Very truly yours,



Thomas R. Schultz

TRS/jcs  
Enclosure

# CERTIFICATE OF SURVEY



PROPOSED TAKING CONTAINING 5653 SFT MORE OR LESS OF THE FOLLOWING DESCRIBED PARENT PARCEL:  
THE SOUTH 15 FEET OF THE NORTH 48 FEET OF THE WEST 317 FEET.

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PROPOSED TEMPORARY CONSTRUCTION EASEMENT CONTAINING 2154 SFT MORE OR LESS OF THE FOLLOWING DESCRIBED PARENT PARCEL:  
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CLIENT <b>CITY OF NOVI</b>	HENRY J. MULDER REGISTERED LAND SURVEYOR NO. 25862	<b>BECK ROAD/ 10 MILE ROAD INTERSECTION IMPROVEMENTS</b>
 <b>URS</b> Surface Transportation Grand Rapids, Farmington Hills, Traverse City	LEGEND FND IRON ○      FENCE _____ SET IRON ●      SECTION LINE - - - - SEC. COR ⊕      EASEMENT LINE ————	<b>PARCEL NO. 22-29-226-030</b>
	SCALE: 1"=100'      JOB NO. 12940602	

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(The above-described fee simple and easement interests are hereafter collectively referred to as "Property")

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2. Upon Sellers' 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 Sellers 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's Attorney's opinion. If the Sellers are 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 Sellers are unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the Property.

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

6. All taxes and assessments which have become a lien upon Sellers' land at the date of this Agreement shall be paid by the Sellers. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the taxing units in which the land is located. Interest and water bills, if any, shall be prorated and adjusted as of the date of closing.

7. It is understood that the Property is being acquired in connection with the Beck Road and Ten Mile Road intersection improvement and associated road, sidewalk, utility and other improvements and utility relocation work in, over, upon and through the above-described premises in the City of Novi, Michigan.

8. The City shall pay the cost of recording the warranty deed, easements, and grading permit and the cost of all Michigan Real Estate Transfer Tax.

9. 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.

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

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

12. 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 Sellers when executed by the City of Novi and all of the hereafter named Sellers.

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: DAVID LANDRY  
Its: Mayor

\_\_\_\_\_

By: MARYANNE CORNELIUS  
Its: City Clerk

Dated: \_\_\_\_\_, 2007

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Sellers agree to sell the Property upon the terms stated:

By the execution of this instrument, the Sellers acknowledge the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SELLERS:

ASPEN GROUP/BECK, LLC

By: \_\_\_\_\_  
RICHARD D. ROSIN

Its: \_\_\_\_\_

MICHIGAN BELL TELEPHONE COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

**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: \_\_\_\_\_, 2007

941143

**DECLARATION OF TAKING**

A Resolution of Necessity having been adopted by the City of Novi setting forth that improvements to the intersection of Beck Road and Ten Mile Road, including lane improvements, widening, storm sewer improvements, and sidewalk construction (the "Improvements") in the City of Novi, Oakland County, Michigan, in accordance with prepared plans are needed in the interest of the public health, safety, and welfare, and that it is necessary to acquire certain 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 improving the intersection of Beck Road and Twelve Mile Road, including lane improvements, widening, storm sewer improvements, and sidewalk construction, in accordance with prepared plans showing said Improvements.

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) ***Proposed fee taking*** containing 5653 sft more or less of the following described parent parcel:

The south 15 feet of the north 48 feet of the west 317 feet.

Also, the west 9 feet of the north 204 feet.

Also, that part lying northeast of a line described as beginning at a point on the east line of said section 109 feet south along the east line of said section from the northeast corner of said section; thence running northwest to a point on the north line of said section 109 feet west along the north line of said section from the northeast corner of said section.

Parent parcel no. 22-29-226-030:

Part of the northeast quarter of Section 29, T1N, R8E, City of Novi, Oakland County, Michigan, described as: beginning at the northeast section corner; thence south 3 degrees 0 minutes 13 seconds east 378.89 feet; thence south 86 degrees 48 minutes 56 seconds west 459.87 feet; thence north 3 degrees 0 minutes 13 seconds west 378.89 feet; thence north 86 degrees 48 minutes 56 seconds east 459.87 feet to the point of beginning, except the east 33 feet for beck road.

- B) ***Proposed temporary construction easement*** containing 2154 sft more or less of the following described parent parcel:

The south 5 feet of the north 53 feet of the west 317 feet.

Also, the west 5 feet of the east 14 feet of the north 204 feet.

Also, the east 5 feet of the south 174.89 feet.

Parent parcel no. 22-29-226-030:

Part of the northeast quarter of Section 29, T1N, R8E, City of Novi, Oakland County, Michigan, described as: beginning at the northeast section corner; thence south 3 degrees 0 minutes 13 seconds east 378.89 feet; thence south 86 degrees 48 minutes 56 seconds west 459.87 feet; thence north 3 degrees 0 minutes 13 seconds west 378.89 feet; thence north 86 degrees 48 minutes 56 seconds east 459.87 feet to the point of beginning, except the east 33 feet for beck road.

2. Names of Property Owners: Aspen Group/Beck, LLC
      3. Names of each person, other than the Owners, having an interest in the property:

Michigan Bell Telephone Company

- 4. Estimated Just Compensation: \$22,815.00
- 5. The City of Novi reserves its rights to bring Federal or State cost recovery actions against the present owner of the property.

\_\_\_\_\_

CITY OF NOVI

\_\_\_\_\_

BY: \_\_\_\_\_  
CLAY J. PEARSON,  
City Manager

Dated: \_\_\_\_\_, 2007

The foregoing Declaration of Taking was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by Clay J. Pearson, 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:  
Thomas R. Schultz (P 42111)  
Secret, Wardle, Lynch, Hampton, Truex & Morley  
30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
(248) 851-9500

Tax Identification No. 22-29-226-030

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