



CITY of NOVI CITY COUNCIL

Agenda Item 1
August 27, 2012

SUBJECT: Approve contract to purchase the David and Beth Barr property located at 22600 Napier Rd, Novi, MI, at the appraised value of \$375,000, to be used as a City of Novi Park, Sculpture Garden and Cultural Education Center.

SUBMITTING DEPARTMENT: Parks, Recreation & Cultural Services Department

CITY MANAGER APPROVAL: 

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|-------------------------------|----------------------------|
| EXPENDITURE REQUIRED | \$ 375,000 |
| AMOUNT BUDGETED | \$-0- |
| APPROPRIATION REQUIRED | \$ 375,000 |
| LINE ITEM NUMBER | 101-299.300-971.000 |

BACKGROUND INFORMATION:

Over the past thirty-three years local artist David Barr has worked at converting a four-acre parcel of land in Novi in the "four corners" area of Oakland, Wayne, Livingston and Washtenaw counties into a contoured garden, home and studio and where many of his sculptures are displayed. Laurence Booth (one of the "Chicago Seven" architects) designed the Barr house and titled it "Villa Barr" as his plans for the house were inspired by Palladio's villas.

Before leaving office, Mayor David Landry, began talking to David Barr about the possibility of converting his home, studios, and sculpture garden to city property to be used by the public for a city park and a dwelling for an artist residency.

The proposed contract regarding the proposed purchase price of the Barr property is exactly the amount the Novi City appraiser valued the property at on January 3, 2012, which is \$375,000. Mr. Barr's Attorney has agreed to include at no extra cost, six pieces of sculpture. Thus, the City of Novi will not be spending any taxpayer money on art and pays no more than the fair market value of the property with the added benefit of the Barr's donating enough pieces of art to form the nucleus of a true "Art Park". In attempting to raise funds to purchase additional art, the City has an actual existing "Art Park" to show potential donors rather than a mere dream. Moreover, the Barr's have proposed that all of the existing pieces remain on the premises subject to their ability (or the ability of their Estate) to sell them with a right of first refusal to the City.

The initial cost to utilize the property for public purposes including the construction of an ADA accessible restroom located at the outside studio, demonstration building and teaching area is estimated at \$135,000. This amount will be brought forward in a 1st Quarter Budget Amendment Item.

Maintenance of the grounds would be similar to that in other Novi parks. The estimated cost would be approximately \$10,000 - \$12,000 the first year and \$8,000 per year

thereafter. According to the artist the sculptures would need to be maintained (painted) every 5-10 years. Materials and labor for maintaining the art would be \$800-\$1,000 per occurrence. The city would also be responsible for insuring the property.

PRCS Staff met with the staff from the College for Creative Studies at the Barr Property to explore potential collaborative programming and to gauge the interest of agencies such as CCS. CCS was excited about the opportunity and felt the property was well suited for a variety of programs. They emphasized that the location would be ideal for unique arts programming.

The Novi Parks, Recreation and Cultural Services Commission voted at their August 16th meeting a Resolution to Support the proposal for purchasing the David and Beth Barr property also known as Villa Barr, for a City of Novi Park and Sculpture Garden.

RECOMMENDED ACTION: Approve contract to purchase the David and Beth Barr property located at 22600 Napier Rd, Novi, MI, at the appraised value of \$375,000, to be used as a City of Novi Park, Sculpture Garden and Cultural Education Center.

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| Mayor Gatt | | | | |
| Mayor Pro Tem Staudt | | | | |
| Council Member Casey | | | | |
| Council Member Fischer | | | | |

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| Council Member Margolis | | | | |
| Council Member Mutch | | | | |
| Council Member Wrobel | | | | |

Draft 8.22.12

PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), David Barr and Elizabeth Dwaihy-Barr, husband and wife, whose address is 22600 Napier, Novi, MI 48374 (Seller), and the City of Novi, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (Buyer), agree to sell and purchase the following real estate located in the City of Novi, Oakland County, Michigan, described as follows:

See Exhibit A, attached

commonly known as 22600 Napier Road, Novi, MI 48374 (the Property), together with all improvements and appurtenances, including all lighting, ventilating, and plumbing fixtures; storm doors and windows; screens; awnings; TV antennae; satellite dishes; built-in kitchen equipment; window treatments, hardware, and curtain rods; garage door openers (including transmitters); alarm systems; landscaping; gas fireplace equipment; hot tubs; and accessory buildings; together with the artists' tools and shop tools, including welding equipment, now on the Property, with Buyer to pay Three Hundred Seventy Five Thousand Dollard (\$375,000.00) (the Purchase Price), subject to the existing building and use restrictions and easements of record, and zoning ordinances, if any, on the following conditions:

NEW MORTGAGE SALE

Seller shall convey title to the Property to Buyer by delivery of a warranty deed conveying marketable title (Deed) on tender of the Purchase Price. Payment of the Purchase Price is to be made in cash, bank cashier's check, or wire transfer at the time of closing.

EVIDENCE OF TITLE

As evidence of title, Seller, at Seller's expense, agrees to furnish Buyer within ten (10) days of the Effective Date (as defined below), a commitment for title insurance issued by Seaver Title Company (or a similar national title insurance company acceptable to Buyer offering a substantially similar policy of title insurance) (the Title Company) in an amount not less than the Purchase Price and bearing a date later than the acceptance date of this Agreement, with the owner's policy to be issued pursuant to the commitment insuring marketable title (as defined below) to the Property in Buyer.

Seller agrees that the commitment for title insurance and the subsequent policy to be issued shall be *without* standard exceptions and shall be recertified and updated at the closing of this transaction as of the date of such closing or the most recent date through which the county register of deeds has completed the recording and indexing of real estate instruments and documents in order to eliminate the "gap" period between the date of such title commitment and the closing of this transaction, and that the policy issued will be updated to close any "gap" period between the date of closing and the date of the recording of the deed to Buyer. Seller shall also arrange to provide Buyer with a marked-up commitment for title insurance at the

closing of this transaction guaranteeing that title is in the condition required under this paragraph.

Seller shall execute an owner's affidavit and such other documents as the title insurance company or its agent typically requires for the issuance of a policy without standard exceptions, provided, however, that Buyer shall pay for the cost of any survey required for the deletion of the standard exceptions. For purposes of this Agreement, marketable title shall mean fee simple title free and clear of any and all liens and encumbrances whatsoever, excepting only recorded and enforceable building and use restrictions, public utility easements of record, and zoning ordinances, which shall not constitute title defects or render the title to the Property unmarketable, provided, however, that Buyer, at Buyer's sole option, may elect to accept title in whatever condition it may be in, notwithstanding such condition would not meet the above definition of "marketable title" and, in such event, marketable title shall mean the condition of title which Buyer has elected to accept.

TITLE OBJECTIONS

If objection to the title is made in the commitment for title insurance or based on a written opinion of Buyer's attorney that the title is not in the condition required for performance of this Agreement, Seller, at Seller's sole option, shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Buyer's attorney's opinion or (2) to refund the deposit in full termination of this Agreement. If 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, Buyer agrees to complete the sale within fourteen (14) days of receipt of a revised commitment or endorsement to commitment, subject to any other contingency contained in this Agreement. If, after reasonable efforts, Seller is unable to furnish satisfactory title within the time specified, the deposit shall be immediately refunded in full termination of this Agreement, unless Buyer elects to proceed with the sale accepting such title as Seller is able to convey.

EARNEST MONEY DEPOSIT

On the Effective Date (as defined below) of this Agreement, Buyer shall make an earnest money deposit of Five Thousand Dollars (\$5,000.00) which shall be held by the Title Company and which shall be applied toward the Purchase Price at closing if the sale is consummated.

TAXES AND PRORATED ITEMS

All taxes and assessments which have become a lien on the land as of the date of closing shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Buyer as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30); and (b) Buyer shall be responsible for the payment of all property taxes falling due after the date of closing without regard to lien date.

Capital or lateral charges and special assessments which have become a lien on the Property shall be paid in full by Seller on or before closing. Capital or lateral charges and special assessments which have not become a lien on the Property shall be paid by Buyer either in full at closing, or, if applicable, in installments, and Seller shall pay all association dues during any postclosing occupancy period to the date of delivery of possession to Buyer. Seller shall pay the cost of all utilities and service charges for the entire Property through and including the date of transfer of possession and occupancy to Buyer.

WATER ESCROW

Unless such charges are paid by the homeowners, subdivision, or condominium association, or unless potable water for the Property is delivered by a well and sewage for the Property is by septic system, Seller agrees that the Title Company will withhold the sum of two hundred (\$200.00) dollars from the sale proceeds to establish a water escrow. On payment of all water and sewer charges assessed against the Property through and including the date of transfer of possession and occupancy of the Property by Seller to Buyer, the funds remaining in escrow, if any, will be refunded to Seller.

PERSONAL PROPERTY

Seller and Buyer agree that the personal property identified in this Purchase Agreement (e.g., artists' tools and welding equipment), which does not include the works of art referred to elsewhere in this Agreement, is being sold together with the Property and that the consideration for the personal property is contained in the Purchase Price for the Property. Seller agrees to provide Buyer with a bill of sale containing standard warranties of title for the personal property being sold to Buyer as so identified. Seller further agrees to transfer to Buyer, to the extent such transfer or assignment is permitted, all warranties and guaranties relating to any equipment, fixtures, or personal property affixed to the Property, and/or to be conveyed to Buyer. Seller further agrees to deliver to Buyer all service manuals, operating instructions, owner's manuals, repair records, service records, and the like in Seller's possession relating to the Property or any personal property, fixtures, or equipment to be sold or conveyed to Buyer. It is agreed that the works of art on the Property are not personal property for purposes of this Agreement, are not fixtures or part of the real estate, and may be removed by the Seller, subject to the provisions of the Section below titled "OTHER CONDITIONS RELATING TO ART WORK ON PROPERTY AT TIME OF CLOSING" below.

CLOSING

Closing shall take place at the office of the Title Company or at the Buyer's offices. If the closing takes place anywhere other than at the office of the Title Company, Seller shall arrange for a Title Company representative with authority to update and mark up the commitment for title insurance as required under this Agreement to be present at the closing. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties and as dictated by the ability and availability of Buyer's lender, if any, to close, provided, however, that closing shall occur not later than October 1, 2012. Seller shall provide a

complete package of every document (other than loan documents) to be executed by Buyer to Buyer's attorney at least 48 hours before closing.

PAYMENT OF FEES, CLOSING COSTS, ETC.

Buyer shall pay all closing fees and all costs associated with recording the required Deed and any loan documents. The parties agree that the Title Company shall prepare the required Deed and closing documents necessary to complete this transaction, that the Title Company shall conduct the closing, and that the cost of same, together with any settlement, document preparation, or disbursement fee, shall be borne by Seller. Seller shall pay the required transfer tax, the cost of an owner's commitment and policy of title insurance, and recording fees relative to the discharge of Seller's mortgage, if any. At closing, the parties shall execute closing statements prepared by the Title Company and all income or other tax reporting documents as required by the Title Company.

BUYER'S CONTINGENCIES

Buyer's obligations under this Agreement shall be contingent on the following:

At Buyer's sole option and expense, Buyer conducting inspection(s) of the Property (by a professional inspector), within seven (7) business days after the Effective Date (as defined below). Buyer's inspection under this paragraph may include, by way of example but not limitation, inspections of the electrical systems, foundations, roof, walls, flooring, plumbing, and other systems servicing the Property and its improvements, and the environmental condition of the Property, as well as for the presence or evidence of any termite, carpenter ant, or other insect or pest which may cause destruction, or any resulting damage from same. If Buyer, in Buyer's sole discretion, is not satisfied with the results of the inspection(s) for any reason, Buyer shall notify Seller in writing of Buyer's dissatisfaction within three (3) business days after the expiration of the seven (7) day inspection period. If Buyer so notifies Seller, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and have no further force and effect. If no written objection is made by Buyer within the stated period, this inspection contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

At Buyer's sole option and expense, Buyer obtaining a survey (of any type, e.g., mortgage report, ALTA/ASCM survey with any Table A options Buyer desires) of the Property within thirty (30) days after the Effective Date (as defined below). If Buyer is not satisfied with the results of the survey for any reason related to title, marketability, or Buyer's use of the Property, or if, for any reason, the survey is insufficient to cause the survey exception to be deleted from the standard exceptions to the policy of title insurance, Buyer shall so notify Seller in writing within three (3) business days after the expiration of the thirty (30) day survey period. On receipt of written notice of same, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and of no further force and effect. If no written objection is made by Buyer within the stated period, this survey contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the

terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Buyer obtaining satisfactory inspections and testing of the Property for radon, asbestos, toxic mold, and/or environmental contamination by a qualified person acceptable to Buyer, at Buyer's sole option and expense, within thirty (30) days after Buyer's receipt of an accepted copy of this Purchase Agreement from Seller. If this inspection or testing shows any material level of asbestos or toxic mold and/or any environmental contamination, or if the environmental inspection requires or recommends a Phase II or Base Line Investigation/Report, Buyer shall have the option to terminate this Agreement by written notice to Seller within fourteen (14) days after expiration of the thirty (30) day inspection period. In such event, upon written notice of same to Seller, Buyer shall be immediately refunded all sums deposited by Buyer hereunder and this Agreement shall be terminated and of no further force and effect. Nothing contained herein, however, shall be construed to mean the Buyer is indemnifying or otherwise holding Seller harmless from third-party actions or suits in regard to asbestos, toxic mold and/or environmental contamination of the Property or any other matter. When used herein, the term "Property" shall include all aspects of the Property, such as, but not limited to, any buildings on the Property and the soil and groundwater beneath the Property.

If the Property is serviced by a well or septic system, Seller, at Seller's sole expense, obtaining an inspection of the well and septic systems by the county department of environmental health or other county agency responsible for conducting such tests and/or a private contractor who is duly licensed and qualified to conduct such tests, within ten (10) business days of Buyer's receipt of an accepted copy of this Purchase Agreement from Seller. Within such ten (10) day period, Seller shall deliver to Buyer a written report of such inspection and tests, signed by the appropriate governmental agency. Buyer shall have three (3) business days after actual receipt by Buyer of the written report to notify Seller of Buyer's dissatisfaction with the results of the inspection/tests. If such inspection and/or tests are not satisfactory to Buyer, on receipt of written notice of same, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and of no further force and effect. If no written objection is made by Buyer within the stated period, this well and septic contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Buyer's receipt of satisfactory soil borings and percolation tests, at Buyer's sole option and expense, within thirty (30) days after receipt of an accepted copy of this Purchase Agreement from Seller. If Buyer, in Buyer's sole discretion, is not satisfied with the results of such inspections or tests for any reason, Buyer shall so notify Seller in writing within fourteen (14) days after the expiration of the thirty (30) day inspection period. In the event that such inspection(s) and/or tests are not satisfactory to Buyer, upon written notice of same to Seller, Buyer shall be immediately refunded all sums deposited by Buyer hereunder and this Agreement shall be terminated and of no further force and effect. If no written objection is made by the Buyer within the stated period, this contingency shall be deemed to be waived by the Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

LEAD-BASED PAINT INSPECTION CONTINGENCY

Buyer acknowledges that, prior to signing this Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Seller's Disclosure Form completed by Seller, the terms of which are incorporated here by this reference, and a copy of the pamphlet entitled, "Protect Your Family From Lead In Your Home." If Buyer has elected to conduct a lead-based paint risk assessment or inspection, this Agreement shall be contingent on Buyer signifying within 10 days after the Effective Date (as defined below) that Buyer is satisfied with the result of the risk assessment or inspection. ***Federal regulations require a ten (10) day period or other mutually agreed on period of time.*** The risk assessment or inspection is to be made at Buyer's expense. Buyer shall be responsible for the repair and restoration of the Property as a result of any damage caused by any inspections ordered by Buyer. Buyer shall indemnify and hold Seller harmless from any claims or damage arising from any such risk assessments or inspections. Unless Buyer timely notifies Seller in writing of Buyer's dissatisfaction with the condition of the Property based on such lead-based paint risk assessment or inspection, this contingency shall be deemed waived and Buyer will be conclusively presumed to accept the condition of the premises "AS IS." Buyer acknowledges and agrees that if Buyer obtains such a risk assessment or inspection, the report of the contractor/inspector, be it oral or written, shall be deemed an amendment to the Seller's Disclosure Statement.

SELLER'S REPRESENTATIONS

Seller represents and warrants to Buyer as follows:

To the best of Seller's knowledge, there is no pending litigation affecting all or any part of the Property, or Seller's interest in it.

To the best of Seller's knowledge, there are no uncorrected violations of any building codes and regulations, health codes, or zoning ordinances affecting the Property or the use or enjoyment of it.

To the best of Seller's knowledge, there are no undisclosed or latent defects affecting the Property and its improvements other than as set forth and identified on Seller's Disclosure Statement.

To the best of Seller's knowledge, there are no unrecorded interests of any person(s) or entity(ies) in and to the Property whatsoever (including, but not limited to, easements, profits, and licenses).

To the best of Seller's knowledge, there are no easements, either above the surface, at grade, or subsurface, other than utility easements of record, which would affect or interfere with Buyer's use and enjoyment of the Property, as determined by Buyer.

To the best of Seller's knowledge, access to the Property is by public road.

To the best of Seller's knowledge, the Property does not lie within a 100-year flood plain.

To the best of Seller's knowledge, there are no underground storage tanks or hazardous or toxic substances existing on, under, or above the Property as defined in any federal, state, or local law, regulation, rule, statute, or directive, nor is there any asbestos or urea formaldehyde foam insulation installed in or on the Property.

The Property is Seller's principal residence and is taxed as Seller's Principal Residence under MCL 211.7 et seq.

Seller holds all possible division rights to the Property and will transfer all such division rights to Buyer with the Deed.

These representations and warranties shall survive the closing of this transaction and shall not be deemed merged into the Deed.

OTHER CONDITIONS RELATING TO ART WORK ON PROPERTY AT TIME OF CLOSING

Buyer and Seller acknowledge that the Property currently houses several pieces of art work that are not being purchased by Buyer under this Agreement, but that are expected and intended to remain on the Property for a period of time. As to such art work, the Parties agree as follows:

A. ***Donation of Art Work by Seller:*** The following pieces of sculpture, currently located on the Property, will be donated by the Sellers (or other owner) to the Buyer at the time of closing:

- Isiah
- Koan
- Source
- Equiknossos
- SunSwirl
- Galileo

In addition, Seller (or other owner) shall donate to the Buyer the design and models for two additional sculptures, Tram to Sweet Lou and Roman Ruin No. VI. Following the donation, these pieces of art work shall be and remain the property of Buyer, free and clear of all interest by Seller.

B. ***Other Art Work Located on Property:*** Buyer and Seller acknowledge that there are other pieces of art work currently located on the Property. Buyer and agree that any such pieces located on the Property at the time of closing will remain on the Property, subject to the following:

1. ***Art Work Subject to Option.*** The specific art works listed on the attached

Exhibit B are subject to ***an option to purchase*** by the Buyer, its successor, or the Novi Parks Foundation. The price for each item is the price listed in the attached Exhibit B, less 20%. The term of the option is ten (10) years; provided, however, that Seller or their successors-in-interest to the art works shall have the right to give Buyer, its successor, and the Novi Parks Foundation notice of an intention to sell a particular piece of art work within ninety (90) days. If Buyer, its successor, or the Novi Parks Foundation fails to exercise the option with respect to such item (or items) listed in the notice, then the option shall lapse. If Buyer, its successor, or the Novi Parks Foundation exercises the option, payment shall be required in full except that, for option purchases over One Hundred Thousand Dollars (\$100,000.00), Buyer, its successor, or the Novi Parks Foundation shall be given sufficient time to pay such that payment of more One Hundred Thousand Dollars (\$100,000.00) in any given year shall not be required.

2. ***Art Work Subject to Right of First Refusal:*** Any art work located on the Property at the time of closing, but not listed on the attached Exhibit B, shall be subject to the right of first refusal by Buyer, its successor, or the Novi Parks Foundation. If the Seller or their successor determines to sell any such work, it shall give written notice to Buyer, its successor, and the Novi Parks Foundation of the price at which the art is intended to be sold. Buyer, its successor, or the Novi Parks Foundation shall have thirty (30) days in which to give the Sellers or their successor notice of its intent to purchase the item. In such event, the purchase price shall be paid within one hundred eighty (180) days of the notice of intent to purchase. If the Buyer, its successor, or the Novi Parks Foundation do not agree within the initial thirty (30) day notice to purchase the item, the Seller or their successors shall be free to sell the work of art for a period of one hundred eighty (180) days after expiration of the initial thirty (30) day period. If the art is not sold, a new notice of intent to sell shall be required in the same manner as provided in this paragraph.
3. ***Right to Leave/Gift Art Work:*** Any art work that is not subject to the donation to Buyer at the time of closing, may remain on the Property. Seller reserves the right to gift any piece of art at any time to any of their family members during their lifetimes or at the time of their deaths, provided, however, that Buyer, its successor, or the Novi Parks Foundation will require the work of art to be distributed subject to its option as provided for in paragraph A above, or its right of first refusal in paragraph B above.

POSSESSION/RIGHT OF OCCUPANCY

Buyer shall be entitled to possession of the Property at the time of closing, subject to the following:

- A. David Barr and Elizabeth Dwaihy-Barr, only, shall have a right to occupy the home/residential building on the Property in a lawful manner for a period of up to ten (10) years, subject to the following:
 - i. The right of occupancy shall be limited to David Barr and Elizabeth Dwaihy-Barr (the Barrs). Caretakers and guests are also permitted to occupy the Property as invitees of the Barrs, but shall have no right to occupy the Property in the absence of the Barrs.
 - ii. The right of occupancy to which the Barrs are entitled shall terminate if the Barrs cease to use the home/residential building as their primary place of residence, which shall be defined for purposes of this Agreement as a minimum of six (6) months per year.
 - iii. The right of occupancy to which the Barrs are entitled shall terminate if the Barrs vacate the Property with no intention to return.

Other than the home/residential building, the Buyer shall have full right to occupy and utilize the other buildings on the Property and the entire premises, subject to the further provisions of this Agreement relating to same.

At all times while the Property is occupied by the Seller, or either of them, Seller will be responsible for payment of all utilities serving the home/residential building and for the routine maintenance thereof. The Parties shall mutually agree to a proration of the cost of utilities, which may or may not increase as a result of the Buyer's use of the Property; the intent of this provision is that Seller shall bear the cost of occupancy of the home/residential building, but not the cost of the Buyer's subsequent use of the remainder of the Property. Routine maintenance shall include, but not be limited to maintaining and keeping in good working order all interior areas, equipment, fixtures, and systems (excluding air-conditioning), including without limitation the heating system and equipment; protecting water pipes, heating and air conditioning equipment, plumbing, fixtures, and appliances, from becoming frozen; keeping sidewalks and driveway clean, sightly, and free of snow and rubbish; window glass replacement; maintenance of light fixtures and lamps; repair and routine maintenance of gas heaters, boilers, water pipes, plumbing apparatus and fixtures, gutters, and downspouts; and normal maintenance of all exterior yard areas associated with the home/residential building, in the area to be depicted on a map/drawing to be agreed upon between the Parties, before closing, as being for the exclusive use of the Seller, including, mowing, raking leaves and debris, trimming shrubs, bushes, plants, etc.

Buyer shall be responsible for insurance on the home/residential building, as well as the insurance on the entire Property, including the art works located on the Property at the time of

closing. Any non-routine or structure repairs, including repair and maintain the roof, exterior walls, foundation of the home/residential building, well and septic system, shall be the responsibility of Buyer.

COOPERATION BETWEEN PARTIES FOLLOWING CLOSING

Buyer and Seller acknowledge that, although this Agreement does not require it to do so in any manner, or at all, and although Buyer shall have no specific obligations with respect to the future use of the Property, it is Buyer's current intention to seek to use the Property for possible park, sculpture garden, and cultural center purposes. In light of this current intention (but not obligation), the Parties agree as follows:

- A. After the Seller's right of occupancy described above terminates consistent with the terms in this Agreement, the Villa Barr Trust, or other successor or owner of the art works located on the Property at the time of closing, shall have the option to keep the art works on the Property for a period of up to ten (10) years; provided, however, that as the owner of the Property, Buyer or its successors shall have the sole discretion to determine whether the art work will remain on the Property and/or be displayed or will be stored or displayed elsewhere at the option of the Buyer or its successor. By this provision, it is the Parties' intention that Buyer, or its successor, may keep the art work on the Property, may move the art work, or may store the art work at its discretion during the ten (10) year period. At the expiration of the ten (10) year period, the Parties will mutually agree on the disposition of art work that the Buyer or its successor has not purchased.
- B. Seller agrees to assist Buyer or its successor in the cataloging of the works of art located on the Property at the time of closing, and in preparing records for the works, including the nature and schedule for their care and maintenance. For works of art that require maintenance during the right of occupancy described above, Seller agrees to be responsible, if his health permits, and only initially, for the next maintenance cycle, which the Parties agree is approximately from the date of closing through _____, 20___. Thereafter, Buyer, or its successor, shall be responsible for maintenance of the art works. Buyer, or its successor, shall work with Seller to learn and understand the maintenance requirements for the art work prior to assuming the maintenance responsibilities.
- C. The Parties acknowledge and agree that it is likely that the buyer, following closing, will seek to use the areas of the Property other than the home/residential building and immediately surrounding yard area, for its planned park, sculpture garden, cultural center purposes. If Buyer or its successor develops a plan for the use of the Property as a park, sculpture garden, and/or cultural center, and determines to use the Property for such purposes, the Seller agrees to lend their expertise through consultation and as requested by Buyer, its successor, or the Novi Parks Foundation, both in developing a plan for the grounds and in the placement of existing and/or new art work. The Parties expressly agree that any and all determinations with respect to the use of the property for park, sculpture

garden, and/or cultural center purposes, including all areas of the Property and the grounds except for the home/residential building while the Barrs retain the right to occupy same, shall be in the sole discretion of Buyer or its successor; provided that the use of the Premises shall not unreasonably interfere with the Seller's right of occupancy stated above or their privacy interests. Seller expressly acknowledges, however, that the use of the remainder of the Property for such purposes is intended and expected by both Parties. This expected and intended use can include, but is not limited to, developing parking areas; building new buildings; improving walking trails; expanding/reducing the existing pond; construction of an observation deck, retaining walls, seating areas, bus drop-off area, and any other similar uses. Seller represents that such uses are within the contemplated uses and improvements that in fact form the purpose of this acquisition by Buyer. Seller will also cooperate with Buyer to allow reasonable access to the home/residential building as necessary for development of the remainder of the property (e.g., for utility connection/tie-ins and the like).

D. The provisions of this Section shall survive the closing.

CONDITION OF PROPERTY

Seller agrees to maintain the Property in substantially the same condition in which it existed as of the date of this Agreement for the period through the last date of Seller's occupancy and possession of the Property. Seller agrees to leave the home broom clean and free of debris. Seller and Buyer agree that Buyer shall be permitted to conduct a walk-through inspection of the premises and Property within 48 hours of the date of closing to enable Buyer to confirm that the Property is in the same condition as existed on the date of Buyer's physical inspection. If Buyer is not then satisfied that the premises and Property have been maintained by Seller as required under this Agreement, Buyer shall have the right to delay the closing until the premises and Property is returned to the required condition. If Seller fails or refuses to return the premises and Property to the required condition within fourteen (14) days of Buyer's demand for same, Buyer shall have the right (but not the obligation) to declare this Agreement null and void and all deposits paid by Buyer shall be immediately returned to Buyer. If the Property has been winterized, it shall be the obligation and expense of Seller to de-winterize the Property prior to closing.

LEGAL DESCRIPTION

Buyer and Seller acknowledge and agree that the legal description for the Property shall be that as set forth in the commitment for title insurance to be obtained by Seller, and furnished to Buyer under this Agreement, or the survey obtained by Buyer, if any. In the event of a conflict between the legal description in the commitment for title insurance and any survey obtained by Buyer, the legal description contained in the survey shall control.

RISK OF LOSS

Seller and Buyer agree that the Michigan Uniform Vendor and Purchaser Risk Act (MCL

565.701 et seq.) applies to this Agreement, except that Buyer shall have the sole and uncontrolled discretion to determine and define what constitutes “material” damage or destruction.

BUYER’S DEFAULT

In the event of material default by Buyer under this Agreement, Seller may, as Seller’s sole option, declare a forfeiture of this Agreement and retain the deposit as liquidated damages.

SELLER’S DEFAULT

In the event of material default by Seller under this Agreement, Buyer may, at Buyer’s option, elect to enforce the terms of this Agreement, demand and be entitled to an immediate refund of Buyer’s entire deposit in full termination of this Agreement, or pursue any other legal or equitable remedy available to Buyer.

DUE ON SALE

Seller understands that consummation of the sale or transfer of the Property described in this Agreement shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation.

BINDING AGREEMENT

This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

TIME OF THE ESSENCE

Time is of the essence of this Agreement, except that Buyer may waive this provision for the purpose of curing title defects.

EFFECTIVE DATE

The effective date of this Agreement, i.e., the date on which the timing provisions and contingencies of this Agreement begin (the Effective Date), shall be the date on which the last person to sign this document shall have signed the document. If the parties fail to insert the date they signed this Agreement beneath their signatures below, the Effective Date shall be the date on which Buyer received a fully executed copy of this document. **IT IS THEREFORE VERY IMPORTANT FOR EACH PERSON SIGNING THIS DOCUMENT TO PLACE THE DATE OF SIGNING IN THE SPACE PROVIDED BELOW [HIS / HER] SIGNATURE.**

ENTIRE AGREEMENT/WRITTEN AGREEMENTS ONLY

This Agreement contains the entire agreement between Seller and Buyer. There are no

agreements, representations, statements, or understandings which have been relied on by Seller or Buyer which are not stated in this Agreement. IT IS THE PARTIES' INTENT IN THEIR DEALINGS THAT IF IT IS NOT IN WRITING, IT IS NOT ENFORCEABLE. This Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed or initialed, as the case may be, by both Seller and Buyer. The parties agree that facsimile signatures and duly initialed changes are legally enforceable provided the applicable writing contains such signature or initials of all parties to this Agreement.

ACCORDINGLY, Seller and Buyer have executed this Purchase Agreement as of the date written below.

Seller: DAVID BARR

Seller: ELIZABETH DWAIHY-BARR

/s/ _____
Dated: _____, 2012

/s/ _____
Dated: _____, 2012

Buyer: CITY OF NOVI

Buyer: CITY OF NOVI

/s/ _____
By: Robert J. Gatt
Its: Mayor
Dated: _____, 2012

/s/ _____
By: Maryanne Cornelius
Its: Clerk
Dated: _____, 2012

Exhibit A

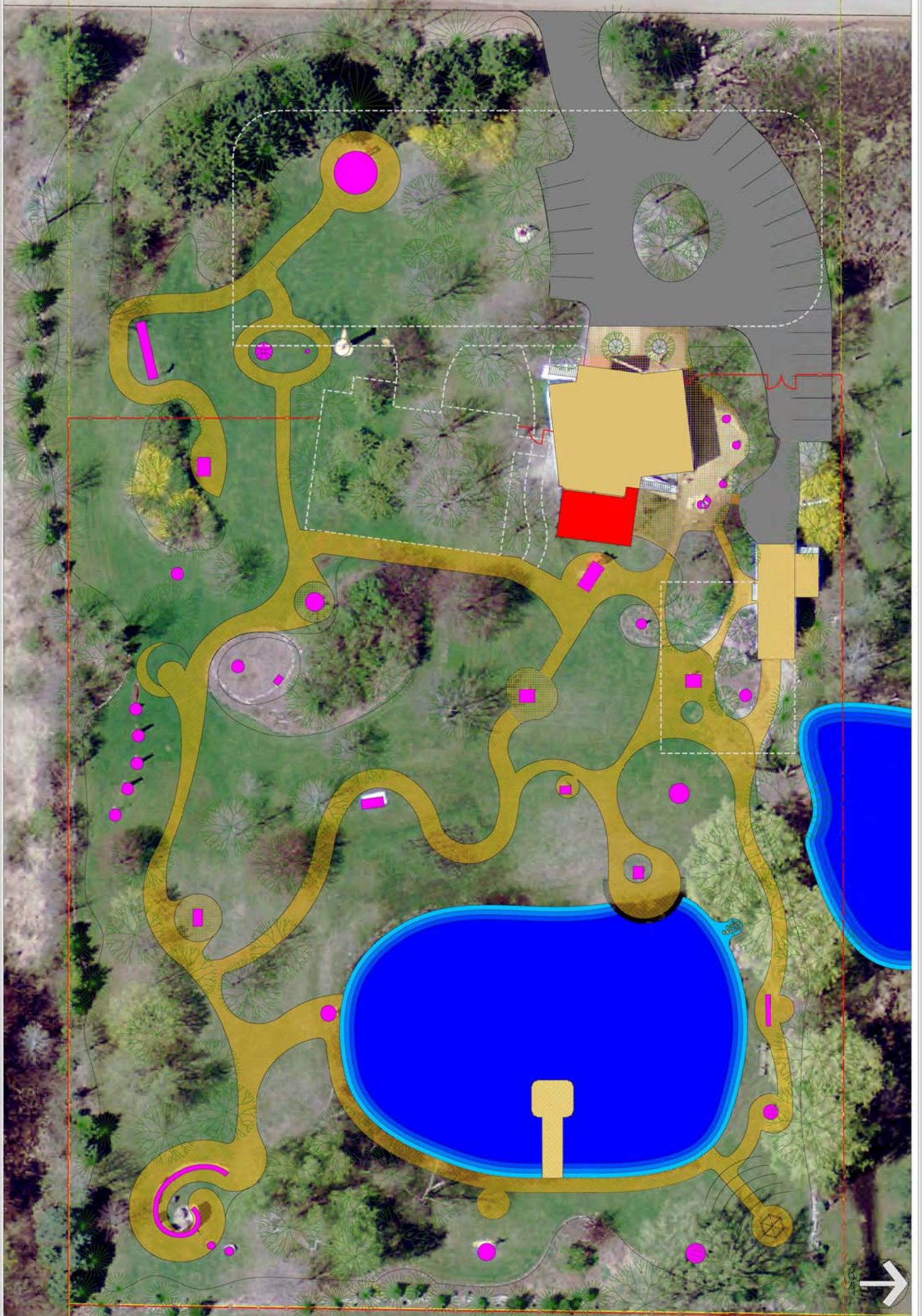
[Legal Description]

Exhibit B

After initial donation of work, the outdoor sculptures available are:

| | | |
|---|------|----------|
| <i>Yellow Rollover</i> | 1983 | \$7,000 |
| <i>Shift</i> | 1989 | \$9,000 |
| <i>Gate</i> | 2008 | \$14,000 |
| <i>Men-an-tol</i> | 1995 | \$9,000 |
| <i>Source I</i> | 1989 | \$8,000 |
| <i>Irina</i> | 1995 | \$11,000 |
| <i>Kepler's Dream</i> | 1996 | \$10,000 |
| <i>Fate of Empires</i> | 2004 | \$46,000 |
| <i>Sonata</i> | 1999 | \$29,000 |
| <i>Venus Holding</i> (driveway fountain) | 1999 | \$19,000 |
| <i>Luna</i> (Black granite) | 1999 | \$14,000 |
| <i>Men-an-tol</i> (juparana granite) | 2006 | \$11,000 |
| <i>Structurist Sculpture #10</i> | 1987 | \$16,000 |
| <i>Egg Seed</i> | 2005 | \$15,000 |
| <i>Equation I</i> (granite and stainless steel) | 2005 | \$12,000 |
| <i>Caduceus</i> | 1995 | \$11,000 |
| <i>Men-an-tol</i> | 2006 | \$11,000 |
| <i>Temple</i> | 1989 | \$10,000 |
| <i>Source (Rain)</i> | 1989 | \$7,500 |
| <i>Knossos I</i> | 1989 | \$9,000 |

| | | |
|---------------------------------|------|----------|
| <i>Avenue</i> | 1989 | \$14,000 |
| <i>Salisbury Spiral</i> | 1995 | \$10,000 |
| <i>Structurist Sculpture #6</i> | 1987 | \$16,000 |



ASFP
 7/9/19
 4/9/19
 3/28/19

David Barr
 4/9/19

David Barr Gardens
 Conceptual Site Plan

CITY OF NOVI

Revisions:

| | |
|--|--|
| | |
| | |
| | |

DRN
 DESIGN, RESEARCH, AND CONSULTING

Phone: (248) 860-8022
 E-Mail: drn@drnc.com
 Web: www.drnc.com



| David Barr Gardens | | Unit | Cost / Unit | Q | Cost | Phase TL | Comments |
|-----------------------------------|--|------|-------------|-------|--------------------|---------------------|----------|
| Updated 4/11/12 | | | | | | | |
| Phase 1 | | | | | | | |
| Site Improvements | | | | | | | |
| | Parking and related grading (approx. 15 cars in general area of existing driveway, 4" asphalt pavement on 8" stone base, no curbs, storm, retention, accel/decel etc) | SY | \$25.00 | 1,200 | \$30,000.00 | | |
| | General repairs, maintenance, initial upkeep of building and grounds | EA | \$15,000.00 | 1 | \$15,000.00 | | |
| | Sanitary Sewer - Simplex grinder pump, 1000' of 1 1/4" discharge pipe, directional bored, power, sewer tap within Bella Terra subdivision, abandonment of existing septic. For duplex pump add \$10,000.00 | EA | \$25,000.00 | 1 | \$25,000.00 | | |
| | Easement, agreement or other arrangement with adjacent subdivision for utility connections. | EA | \$10,000.00 | 1 | \$10,000.00 | | |
| | | | | | \$80,000.00 | | |
| Architectural Improvements | | | | | | | |
| | Improvements to existing "Demonstration Bldg. " Convert storage to unisex barrier free bathroom. Includes cut in of sanitary and water supply. | EA | \$15,000.00 | 1 | \$15,000.00 | | |
| | Demonstration Bldg. Convert garage into studio space | SF | \$25.00 | 200 | \$5,000.00 | | |
| | Demonstration Bldg. Improvements to Heating and Cooling system (new system) | EA | \$8,000.00 | 1 | \$8,000.00 | | |
| | | | | | \$28,000.00 | \$108,000.00 | |
| | Sub TL | | | | | \$108,000.00 | |
| | Architectural Fees, Legal, Project Management and Supervision | | 15.0% | | | \$16,200.00 | |
| | Conceptual Estimate Contingency | | 10.0% | | | \$10,800.00 | |
| | TOTAL | | | | | \$135,000.00 | |

MEMORANDUM



TO: JASON S. MAGNUM, DIRECTOR OF PARKS,
RECREATION AND CULTURAL SERVICES
SCOTT PRATT, RECREATION SUPERINTENDENT

FROM: STEPHANIE SCHUETZLER, RECREATION COORDINATOR –
CULTURAL ARTS

SUBJECT: BARR PROPERTY PROGRAMMING

DATE: AUGUST 22, 2012

The City of Novi's Parks, Recreation and Cultural Services has been given a tremendous opportunity to create programming for the unique spaces at the David Barr Property. This programming will provide educational opportunities for children and adults through classes, workshops, guided docent tours, and exploration time.

Initial Programming – Utilizing the outbuilding with minor improvements

The suggested minor improvements include adding: a sink, bathroom, ventilation, air conditioning, easels, small drawing tables, stools, additional lighting, portable lights to create highlights and shadows, locked cabinets for art materials, and a drying rack.

Indoor Programming:

- **Display/Gallery Space:** Artists will display directly on the walls. The art will be sold with a 30% commission going to the Novi Art Program to continue to fund the gallery.
- **Open Studio Space:** Artists have the option of renting easel space indoors or moving equipment outdoors to draw landscapes/sculptures.
- **Small Art Classes:** The intimate setting of the Barr Space provides the perfect space for small group instruction. Our current Arts programming would fit well in that space. Classes also will be offered through a partnership with the College for Creative Studies (CCS). The students and teachers will use the surrounding landscape as inspiration for creation.

- Drawing, including figure drawing –This is a critical need; it is a requirement for art portfolios when applying to higher art institutes. Found Object/Natural Sculpture – using natural objects found from surrounding area to create art.
- 3-D Art – using small, household items to create sculpture from items including: soap, wooden skewers, and office supplies.
- Painting –watercolor and acrylic. Repurposed or recycled art – using recycling materials such as paper towel rolls, bottle caps, egg cartons, milk jugs to create art.
- Dual Enrollment program with CCS – students from area high schools (Brighton, Novi, South Lyon, Walled Lake, Northville) will have an opportunity take college level courses at the Barr Property. This will fulfill a need for high school art students looking to further their studies.
 - Foundation Drawing I
 - Foundation Drawing II
 - 2 D Design
 - 3 D Design
- Scout Programs Patch Programs

Outdoor Programming

- Add creativity corner for youth with outside easels, musical play equipment and other creative games for kids, located near the outbuilding.
- Add picnic tables or other outdoor seating.
- Add informational plaques at each piece to describe Barr's thoughts and intentions behind the design for self-guided tours. These plaques will also have a technology component. Visitors dial a specific number and hear a recording by David Barr about the inspiration of each piece in the park.
- Provide opportunities for visiting art exhibitions to showcase work.

Artist in Residence Programming

- Artist in Residence Program: Artists would apply to live at the Barr residence for an allotted amount of time (6 months to a year). A jury of art professionals would select the residents. The artist would use the studio space to create and reside in the current living space. As part of their residence, the artist would create a

piece for the City of Novi's permanent collection. The Artist in Residence might also be invited to teach a course on-site for CCS. The artist would receive a stipend from CCS. In addition, the artist would help generate revenue for the program by:

- Teaching classes specific to discipline
- Offering lectures or lunch and learn programs for the public
- Creating pieces for the gallery to be sold

Please see attached sample of current programming that the City of Novi offers that would be ideal for the Barr Property setting.

Creative Art Opportunities at Barr Property

PHOTOGRAPHY WITH MONTE NAGLER

The City of Novi is thrilled to be partnering with Monte Nagler to provide a unique opportunity to learn from an experienced and awarded photographer. Monte began photographing seriously after studying with Ansel Adams. His photographs, which have won numerous awards, are found in many private and public collections including the Detroit Institute of Arts. Monte is a noted writer, lecturer and teacher of photography. He has conducted many classes and seminars throughout the states.

He will start the day with a two-hour lecture. After lunch (please bring your own), he will spend the remainder of the workshop outdoors, helping you photograph different aspects of art and nature at the Barr Property.

| Activity Code | Day | Time | Age |
|---------------|-----|--------|-----|
| 7720 | Sat | 10-4pm | 18+ |

Instructor: Monte Nagler

Price: Res. Office \$80/Non Res. Office \$88

Location: Barr Property



BARR PROPERTY ART EXHIBIT SPACE

An exciting new addition to the arts and culture of our community is the art display space in the Barr Property Exhibition Space. This public gallery is coordinated by the Novi Parks, Recreation, and Cultural Services Department. The gallery provides local artists the opportunity to display their work in the space and share it with the public. Displays are chosen by a group of professionals in the area with art expertise.

If you are interested in showcasing your artwork in our atrium for 2013, please stop by the Parks and Rec office for an application. Feel free to contact Stephanie Schuetzler at sschuetzler@cityofnovi.org or **248.347.0509** for more information.



OPEN STUDIO SPACE

Are you an artist looking for an inspiring space to create? The Barr Property has open studio times to help inspire artists. Artists can create artwork based on still life or bring easels outdoors to create work inspired by the Barr Artwork and the natural landscape.

If you are interested in renting space, please stop by the Parks and Rec office for an application. Feel free to contact Stephanie Schuetzler at sschuetzler@cityofnovi.org or **248.347.0509** for more information.

Creative Art Opportunities at Barr Property

MESSY ART

Does your child love to get messy? In this class, children will be able to freely explore creating art in a variety of ways. Children will use their hands, brushes, and household objects to create large and small scale projects. A \$10 materials fee is included in the price. Please dress for mess!

| Activity Code | Date | Day | Time | Age |
|---------------|--------------------|-----|-------|-----|
| 7614 | Sept 18- Oct 23 | Tue | 1-2pm | 3-5 |
| 7615 | Nov 6- Dec 11 | Tue | 1-2pm | 3-5 |

Instructor: Pam Shapiro

Price: Res. Office \$60 / Non-Res. Office \$66

Location: Barr Property

CONSTRUCTION/SCULPTURE ART

This is a class for kids who like to build things. We will start each class building with large foam blocks and wooden pieces. We will spend each week learning structural art by creating with toothpicks, recyclables, string, food, and other innovative building materials. A \$10 materials fee is included in the price.

| Activity Code | Date | Day | Time | Age |
|---------------|------------|-----|-------|------|
| 7618 | Sept 18- | Tue | 5-6pm | 7-10 |
| 7619 | Nov 27-Dec | Tue | 5-6pm | 7-10 |

Instructor: Pam Shapiro

Price: Res. Office \$90/ Non Res. Office \$99

Location: Township Hall at Fuerst Park

Registration Ends: Sep 11/Oct 28

BRUSH UP ON YOUR SKILLS WITH ART FUNDAMENTALS

Come, relax and paint! If you have the desire to create and learn new ways to express yourself through art, painting, drawing and printmaking this could be the perfect opportunity for you. Come relax and get inspired to develop some skills you already have or learn new ones. Experience our new studio art class. A \$10 materials fee is included in the price.

| Activity Code | Date | Day | Time | Age |
|---------------|--------------------|-----|-------------|--------|
| 7616 | Sept 18- Oct 23 | Tue | 2:30-4:30pm | Adults |
| 7617 | Nov 6- Dec 11 | Tue | 2:30-4:30pm | Adults |

Instructor: Pam Shapiro

Price: Res. Office \$100 / Non- Res. Office \$110

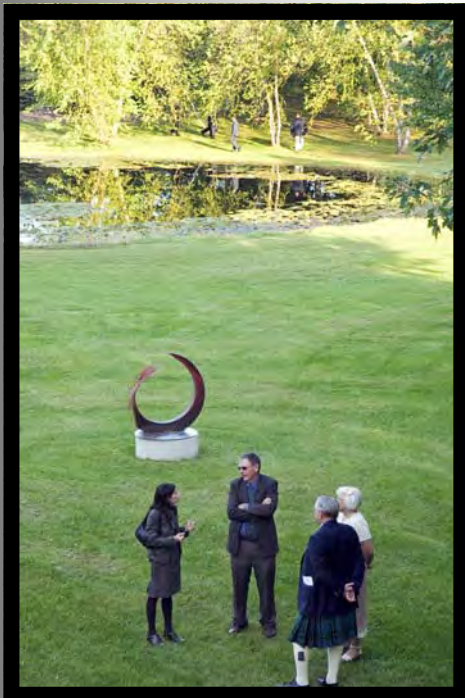
Location: Township Hall at Fuerst Park



The Home of David A. Barr



Backyard reception



Backyard with pond



Kitchen and Dining Room area

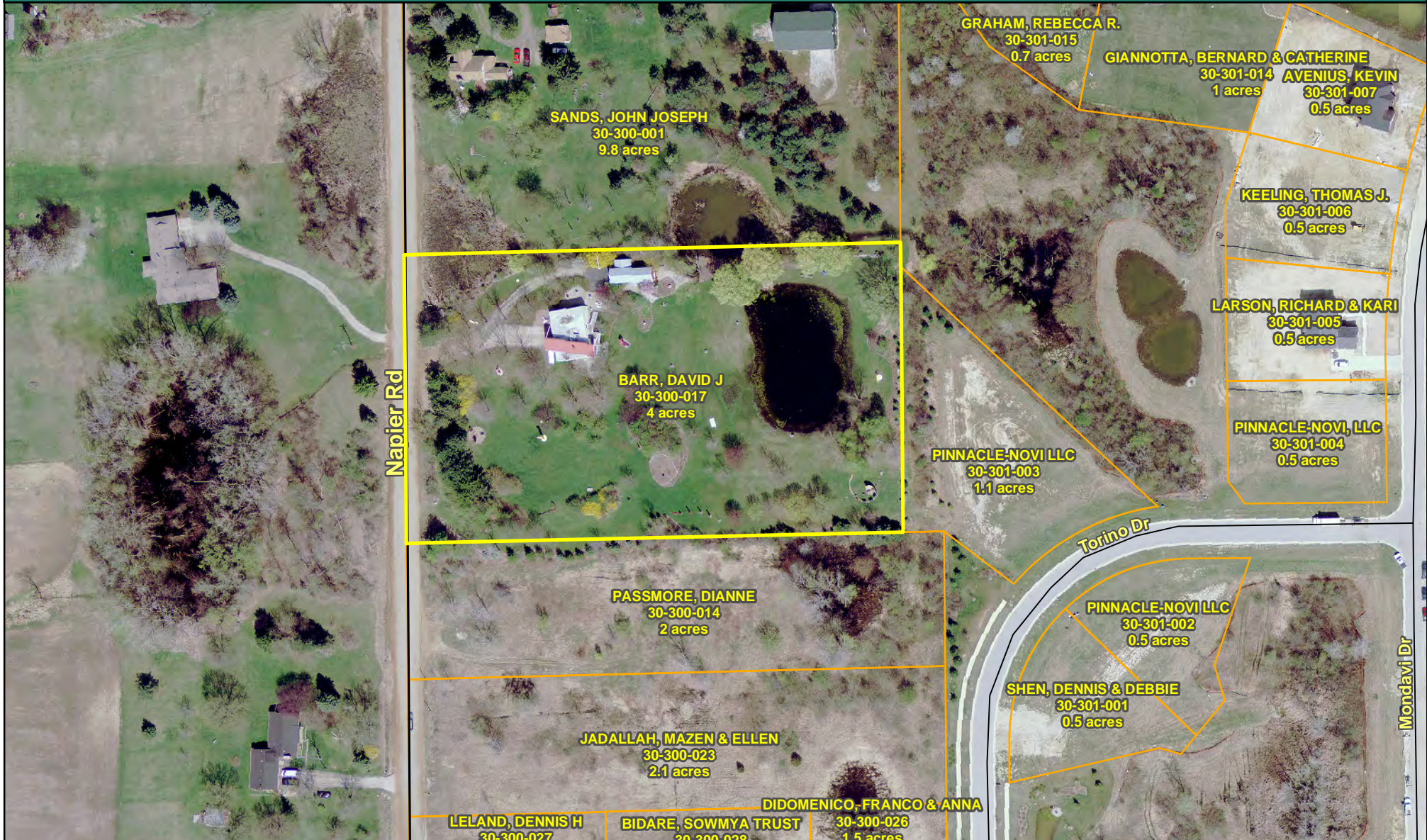
The Home of David A. Barr (page2)





Barr Property Location Map - Section 30

City of Novi Parks, Recreation, and Cultural Services Department



CITY OF NOVI

DEPARTMENT OF PARKS, RECREATION & CULTURAL SERVICES
 NOVI CITY HALL/CIVIC CENTER
 45175 W. TEN MILE ROAD
 NOVI, MI 48375-3024
 (248) 347-0400
 CITYOFNOVI.ORG

MAP AUTHOR: CHRISTOPHER BLOUGH, GIS MANAGER



1 INCH = 150 FEET

MAP PRINT DATE: 2/15/2012

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.



Google earth



RESOLUTION TO SUPPORT
PURCHASING DAVID AND BETH BARR PROPERTY (VILLA BARR)
AS A PARK AND SCULPTURE GARDEN

WHEREAS, the Novi Parks, Recreation and Cultural Services Commission of the City of Novi has reviewed the proposal for purchasing David and Beth Barr property also known as Villa Barr, for a City of Novi Park and Sculpture Garden;

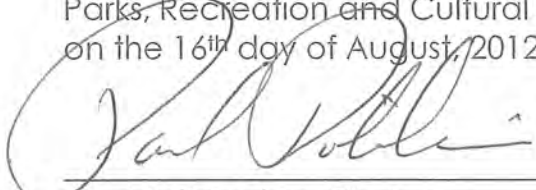
WHEREAS, the Parks, Recreation and Cultural Services Commission recognizes the importance of the need for the arts and education to enrich, enlighten, entertain, educate, inspire and engage people of every age in the community;

WHEREAS, the Parks, Recreation and Cultural Services Commission appreciates the preservation of woodlands and wetlands, wildlife, fish, and various gardens;

NOW, THEREFORE BE IT RESOLVED the City of Novi Parks, Recreation and Cultural Services Commission hereby recommends support by the Novi City Council to purchase the David and Beth Barr property (Villa Barr) as a park and sculpture garden.

(Yeas: 4 Nays: 0 Absent: 3)

I, Paul Policicchio and Harry Torimoto do hereby certify that the foregoing is a true and original copy of a resolution adopted by the City of Novi Parks, Recreation and Cultural Services Commission Meeting thereof held on the 16th day of August, 2012.



Paul Policicchio, Chairman
Parks, Recreation and Cultural Services Commission



Harry Torimoto, Vice Chairman
Parks, Recreation and Cultural Services Commission



Michigan Legacy Art Park

Jason Mangum, Director of Parks, Recreation and Cultural Services
City of Novi
45175 West 10 Mile Rod.
Novi, Michigan 48375

August 13, 2012

Dear Jason:

Thank you for the opportunity to express my support for creating a cultural learning center on the David and Beth Barr property in Novi. I believe that such a center will have an enduring positive influence on the cultural, educational and economic climate of Novi and Michigan.

Most of my contact with David Barr and his work has come about from my work as a long-time member (almost 20 years) of the Board of Directors of the Michigan Legacy Art Park. Everyone I know who has come in contact with David, his work or the Art Park has been inspired by the power of art. From Crystal Mountain to the smallest child, to musicians and visual artists, the power of David Barr's vision never fails. Conference planners at Crystal are realizing that access to the Art Park provides a unique venue and teachers are inspired to be ever-more creative with their own curricula. We have had school buses drive 2 hours to visit even in these budget driven days. Conference-goers say their minds are set free being in an artistic setting.

The Barr property will be another truly Michigan legacy--the legacy of a visionary Michigan artist. I believe that the creation of the learning center in Novi will set the City apart and shout out that Michigan has an amazing network of communities that are vital, interesting and nurturing places for businesses and families.

I believe in the power of a strong cultural environment. I applaud Novi for what it has already achieved and for considering this project. It must be a special place, indeed. I look forward to my next visit.

Sincerely,

Patricia Pelizzari

Chair, Collections Committee

(415 Sixth Street, Traverse City, MI 49684)



SERGIO DE GIUSTI, Sculptor

14110 Dixie

Redford Township, MI 48239

(313) 531-5123

Email sdegiusti@twmi.rr.com

August 17, 2012

Novi City Council
City of Novi
45175 West 10 Mile Road
Novi, Michigan 48375

Dear Council Members,

I would like to add my support for the proposal to convert *Villa Barr* to a community arts center.

Over the years I have visited the grounds and home of Mr. Barr and seen it evolve into a magnificent center for art and nature. His dedication for the *Legacy Art Park* in northern Michigan can only be matched by his love of the grounds and home in Novi he so beautifully created.

This is a very unique place where sculpture and nature can be experienced; a place of learning for people of all ages. Above all, the architecture of the home stands alone in an environment of tract housing and common designs seen around the area.

Barr's modern vision and values should be kept for future generations as a place of learning, meditation and wonder. This project will be incredibly important for Michigan and the artistic community.

This is an opportunity not to be missed. I support Mr. Landry, Mr. Mangum and Mr. Barr for setting this very important project in motion.

Sincerely,

Sergio De Giusti
Artist, Sculptor



August 8, 2012

Jason Mangum,
Director of Parks, Recreation, and Cultural Services
City of Novi
45175 West 10 Mile Road
Novi, MI 48375

Dear Mr. Mangum:

I have discussed with David and Beth Barr their hopes for the future use of their home and property in Novi as a cultural center for the community.

David Barr is unquestionably one of Michigan's most significant living artists. It has been my privilege to know and work with him for many years, most importantly with the founding of Michigan Legacy Art Park; a crowning achievement for David and those whom he engaged with this project, which has benefited not only our region but brought recognition to artists and opportunities for people across the State.

We were pleased to host a retrospective of his work at the Denmos from December 5, 1999 - March 5, 2000 in association with the commission of a sculpture by him for our campus and the acquisition of an existing work for our technical campus as well.

I believe, given the accomplishments of David Barr as an artist, and given the unique nature of the property he wishes to convey for such a cultural center, this is a project that Novi should give its support to, and engage other educational and cultural organizations around the state as David has done with the Art Park.

The partnership that was created between Crystal Mountain and the Park has proven to be a benefit to all involved and made the Park a success. I believe a similar effort between the City of Novi and David can and should lead to another success that not only will your community benefit from, but indeed the State, with the proper planning, engagement and support of the cultural and civic community.

Sincerely,



Eugene A. Jenneman
Executive Director

Northwestern Michigan College
1701 East Front Street
Traverse City, MI 49686

Phone 231.995.1055
Fax 231.995.1597



August 6, 2012

Jason S. Mangum, CPRP
Director
Parks, Recreation and Cultural Services
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

Dear Jason,

It was a pleasure to meet you at David and Beth Barr's home on Napier Road in Novi last week. I am excited about the possibility of the extraordinarily beautiful property that David and Beth have created over nearly four decades evolving into an art park and cultural learning center for the City of Novi.

The very concept that the Barr's home and the land on which it sits could become a learning center with sculptures dotting the landscape would be a coup for the City of Novi. These kinds of spaces exist in many cities around the country and the world. The Isamu Noguchi (1904–1988) Museum in Long Island, New York is a good example. Like David Barr, Isamu Noguchi designed his own building and environment over a period of many years. Today the museum attracts visitors from around the world who experience Noguchi's sculptures throughout the garden and in the Museum, here lectures, and attend gallery talks and classes.

David and Beth Barr's home would lend itself exquisitely to comparable learning experiences. I think when David designed the house and gardens so many years ago he must have been thinking about it becoming a learning center for future generations because it has that feel about it. I can imagine artist's residencies there, group tours, learning in the studio, sculpture garden tours, and so much more. Perhaps a small theater for dance and music and theater could be built at some point at the property's perimeter. The "Barr Villa" could become Novi's cultural center and a new destination for the city.

As the director of a single artist Museum and sculpture garden, I am fully supportive of cities throughout Michigan taking full advantage of opportunities like David and Beth Barr are prepared to give the City of Novi. This is exciting!

Sincerely,

Marilyn L. Wheaton
Director

July 13, 2012

Mr. Jason Mangum
Director of Parks, Recreation and Cultural Services
City of Novi
45174 W. 10 Mile Road
Novi, MI 48375

Dear Mr. Mangum:

David and Beth Barr have presented the City of Novi with an extraordinary opportunity. Their offer to have "Villa Barr" converted to a public park for use as an arts and cultural center will provide the city with an invaluable resource. By agreeing to become the conservator of this treasure Novi will be providing an invaluable service for its citizens and preserving the legacy of one of Michigan's most acclaimed artist/educators.

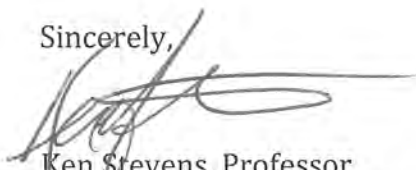
Scores of cities across the country have recognized the tangible benefits that result from having vibrant arts and cultural programs, among them:

- *Citizen loyalty and population stability*—residents are more likely to identify with and maintain residence. This is of particular value for families with children in school and empty nesters who have accumulated wealth.
- *Sense of place*—residents identify with the community and institutions.
- *Community development*—The sense of place and citizenship encourage volunteerism, participation and financial support.

In the case of "Villa Barr" the potential benefits far exceed these commonly cited examples. This will be a place apart where visitors will find inspiration and fulfillment. It will be a place for citizens to engage beauty and contemplate the wonder of human creativity. It will be a place of learning and growth.

I urge you to do all in your power to accept this offer and in doing so provide future generations with the gift of art and knowledge.

Sincerely,



Ken Stevens, Professor
Arts Administration and Theatre

August 7, 2012

Jason S. Mangum, CPRP
Director
Parks, Recreation and Cultural Services
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

Dear Jason,

I am writing in support of the proposed purchase by the City of Novi of the Barr Residence and adjoining property to develop it into an Arts Education Center and Sculpture Park for the City of Novi.

I could not think of a better property to accommodate a sculpture park and arts center, since most of this is already developed and in existence on the site. The residence has living and studio spaces available to house Artist in Residence Programs, community arts education programs for all ages, the future possibility for Community Theatre and other cultural programming. Further, the legacy of such a well known sculptor and educator should be preserved in their hometown. A few short years ago, Novi did not have very much in the way of cultural programming, and has come a long way in a short time. With this potential project, Novi could become a cultural center for SE Michigan, and become an arts destination, with all the added growth to the local economy which comes along with the growth of cultural outlets. There are cities in the region, such as Chelsea and Birmingham, which are excellent examples of this growth model.

I am a professional sculptor and arts educator, and have already collaborated extensively with the City of Novi on the development of the sculpture exhibitions in Fuerst Park and art shows in the lobby of the Civic Center, as well as taught art courses to children through the Parks and Recreation Department. I also teach full time at the Art Institute of Michigan located in Novi and also have served on the Board and Collections Committee for Michigan Legacy Art Park. There are many opportunities for collaboration between these organizations and the City of Novi to make this dream happen, and I would be happy to discuss with you my personal interest and potential involvement in the future of this project at your convenience.

Warm Regards,

Brian Ferriby
Faculty | Art Foundations
Art Institute of Michigan-Detroit
28175 Cabot Drive, Novi, MI 48377
(248)675-3943
bferriby@aii.edu

BOOTH HANSEN

August 9, 2012

City Council
Novi, Michigan

Dear Councilpersons:

Novi would be extremely well served and lucky to have David and Beth Barr's house and land as a community center and park. That would put Novi in the company of some of the most prestigious towns in America!

Go for it!!

Sincerely,

A handwritten signature in cursive script, appearing to read "Laurence Booth", followed by a horizontal line.

Laurence Booth, FAIA, N.A.

Maureen Elizabeth Devine

August 13, 2012

Mr. Jason Mangum
Director of Parks, Recreation, and Cultural Services
City of Novi
45175 West 10 Mile Road
Novi, MI 48375

Dear Novi City Council:

I understand you are considering accepting David and Beth Barr's residence and grounds on behalf of the City of Novi, to make this property into a city park, including using the home for an artist residency program. What an exciting and progressive idea!

I have not yet had the pleasure of visiting and exploring this property but I have only heard rave reviews about its beauty – both in nature and the arts. I know many people who have visited and explored the grounds. David Barr is an internationally known sculptor and their house, designed by a significant architect, will be an important addition to Novi for the artist residency, as well as for meetings, retreats, educational programs and events. I predict people will be very interested in visiting this park. David Landry truly is a visionary to have brought this idea to the Council.

Presently I work as the Art Coordinator at the University of Michigan North Campus Research Complex (the old Pfizer facility). We have a large ten piece sculpture by David Barr called *Liberation* on view on the grounds. The ten pieces are located on lawns, meadows and near ponds. It is one of the prides of the complex. We are in the process of developing a self-led walking tour of these works for staff, tenants, students and the public. People at NCRC are very excited about this development. They love the idea of learning about the art while walking and exercising. NCRC is a Life Sciences research center. We are focused on health, new technology and learning. Our Executive Director, David Canter, believes the arts inspire creative scientific research and enrich all our lives. I believe this will also be the case in Novi.

Although I live on the east side of Detroit, I would gladly get in my car to visit this park and to return to attend programs and events. This sounds much nicer than what other communities have to offer. Please make this a reality. It should be enjoyed by the people of Novi and by the public from the greater Detroit area.

Sincerely,

Maureen Devine

4634 Hereford Street, Detroit, Michigan 48224
C: 312-933-5855
devinem@umich.edu

August 10, 2012

Jason Mangum, director of Parks, Recreation, and Cultural Services
City of Novi
45175 West 10 Mile Road
Novi, MI 48375
jmangum@cityofnovi.org

Dear Novi City Council,

We are writing to express our excitement that the city of Novi might convert the David and Beth Barr home, studio, and sculpture garden (aka 'Villa Barr'), to city property to be used by the public for a city park and a dwelling for an artist residency. We are totally supportive.

My wife and I have visited 'Villa Barr' several times now because we have purchased two of David's wonderful art pieces. We have long been an admirer of his work and when we can we make a point of visiting sites where his impressive public sculptures are displayed around the country and abroad. His work is fascinating, engaging, and deep, and recognized nationally and internationally.

The grounds of Villa Barr are stunningly beautiful with a central lily pond (loaded with frogs and turtles) surrounded by hundreds of trees and shrubs planted by David and Beth to make it a home for wildlife and an Eden for humans. It is peaceful there and so interesting.

David Barr's diverse sculptures are arrayed around the property and when we visited with our grandchildren they ran excitedly from one sculpture to another, playing hide and seek, and enjoying the colorful, 'giants' (tall sculptures). It seemed right to have children playing around these sculptures given David and Beth's love of children, teaching, and art. I can imagine school classes coming to the site for field trips and summer art camps; families coming for programs on art and music; and community members using the house for meetings. My wife thought it would be a perfect place for a wedding. The possibilities are endless. There are too few places in communities where art is celebrated the way it should be. This would be a great boon for the city and the state.

I am a developmental pediatrician and my wife is a social worker. We have both worked in the public sector all of our lives and appreciate the importance of community development. Man does not live by bread alone. Creating an art park in Novi from the Barr family home and property would make an important contribution to the city and community.

Sincerely,

Linda Solomon MS
Richard Solomon MD
Medical Director
Ann Arbor Center for Developmental
And Behavioral Pediatrics

August 14, 2012

Mr. Jason Mangum, Director of Parks, Recreation, and Cultural Services
City of Novi
45175 West 10 Mile Road
Novi, MI 48375

Dear Members of Novi City Council:

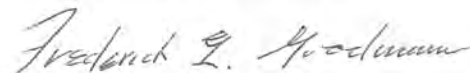
I heartily endorse the idea of converting Villa Barr to a community arts center. I cannot imagine a person that exemplifies the words “community” and “arts” more than David Barr does.

David personified the slogan “think globally; act locally” long before it started circulating as a popular culture catchphrase. His global *Four Corners Project* is a perfect example of what I am calling to you attention. He describes it in his book *Crossing Lines* as “the construction of the world’s largest sculpture using the least amount of material.” And the community arts center will sit at the “four corners” area of Oakland, Wayne, Livingston and Washtenaw counties. What synthesis could be better?

Everything that David has ever done blends the all too often separate spheres of *art* with a keen appreciation of the practical problems and interests of *local communities*. He judiciously crafted the *Michigan Legacy Art Park* adjacent to the ski slopes and golf course of *Crystal Mountain* in order to build economic viability for both. I note the similarity in David’s down-to-earth imagination by the inclusion of my personal favorite piece of sculpture in his present sculpture garden; namely, the Detroit Pistons’ red piece of steel that traces the course of the ball as Isaiah Thomas “goes up for a lay-up” (with a cut out of Isiah’s ever so large hand for people to compare their puny hand size with at the start). *This is just down the road from the city’s sports park*. In terms of the present project, just a coincidence ... but this is certainly illustrative of David’s *grounded* public art imagination.

David deserves the honor that is involved. But Novi also deserves the honor that will follow the bold imaginative step involved in embracing this innovative and highly significant undertaking.

Sincerely and respectfully,



Frederick L. Goodman
Professor of Education Emeritus
University of Michigan

Date: August 7, 2012

From: Ken Naigus

To: Jason Mangum, Director of Parks, Recreation and Cultural Services, City of Novi

Re: David Barr home

Dear Jason

I am writing you today to voice my support for the proposed community arts center at the Barr home in Novi.

During the time I was Chairman of the Northville Arts Commission, I engaged David Barr in a new project called "Coasting the Baseline", which resulted in an artistic, historical monument in our community. You are probably aware that a similar monument was installed in Novi last year. Through this project, I've had an opportunity to get to know David and his wife Beth very well and consider them two of the kindest, brightest, most talented people I've ever met.

I'll be blunt and to the point...To put it simply, I think you will all be kicking yourself years from now if you pass up an opportunity like this! Can you imagine if someone had turned Claude Monet's garden into a French McDonald's? What if Hart Plaza in Detroit were used for a local strip mall instead of serving as the home to the beautiful sculptures it now hosts by the very same David Barr, Isamu Noguchi and others? You may be chuckling at these analogies, but the basic point is still quite legitimate: you have in Novi a parcel of land with beautiful landscaping, world class art and a unique home and studio built by one of the finest sculptors in the world. You will be doing future generations an enormous service if you preserve such a legacy in Novi.

I know about community arts centers. My colleagues in the Northville Arts Commission and I converted an unused building into the Northville Art House several years ago and it has become part of the landscape of the community. I am confident that the Barr Villa will be an important site not only for Novi, but for the state of Michigan and beyond.

I know there will be cries about the economy and the challenges to do this project. But can you afford not to do it? I think we need the arts more than ever now.

Even though I relocated to Florida back in 2006, I continue to support David Barr's efforts. In fact, I volunteered to be the official documenter of the Novi Baseline project. I do this because of my strong belief that it's our duty as citizens to leave legacies in great communities like Novi and Northville.

Don't miss this opportunity!

Please feel free to contact me if you have any questions.

Regards,
Ken Naigus

Clermont, Florida
Email: knaigus@cfl.rr.com Cell: 248-921-4172