

**AGREEMENT TRANSFERRING JURISDICTION
OF A PORTION OF 12 MILE ROAD
IN THE CITY OF NOVI**

THIS AGREEMENT made and entered into this ____ day of _____ , 2022, by and between the City of Novi, County of Oakland, State of Michigan (hereinafter "the City") and the Board of County Road Commissioners of the County of Oakland, State of Michigan (hereinafter "the Board"), states as follows:

WHEREAS, 12 Mile Road from its intersection with Grand River Avenue, east approximately 0.36 mile, to that portion of the road that ends in a cul-de-sac, is within the limits of the City and is a county primary road under the jurisdiction and control of the Board; and

WHEREAS, the Board has offered to transfer jurisdiction of said road from the Board to the City; and

WHEREAS, 1969 PA 296, as amended; MCL 247.851, et seq., provides for the execution of a written agreement in reference to such transfer of jurisdiction; and

WHEREAS, by Resolution adopted _____, the Board did consent to the transfer of jurisdiction of the above-described road from the Board to the City; and in said Resolution, did authorize the execution of this written Agreement; and

WHEREAS, by Resolution adopted _____, the City did consent to the transfer of jurisdiction of the above-described road from the Board to the City; and in said Resolution, did authorize the execution of this written Agreement

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and in

compliance with the provisions of 1969 PA 296, it is mutually agreed by the parties hereto as follows:

1. That jurisdiction of the following described public road within the City of Novi is transferred from the Board to the City, effective _____, 2023.

The limits and general description of the road is:

12 Mile Road from its intersection with Grand River Avenue, east approximately 0.36 mile, to that portion of 12 Mile Road which ends in a cul-de-sac.

Where 12 Mile Road borders with the City of Wixom, approximately .05 miles east of Grand River Avenue, this transfer of jurisdiction refers only to that portion of the road within the City of Novi to the centerline of the road, as the City of Wixom has signed an agreement accepting a transfer of jurisdiction for that portion of the road within the City of Wixom.

This transfer of jurisdiction shall include all existing drainage easements and road rights of way, whether recorded or otherwise, secured in connection with the above-described road and all things now existing for highway purposes upon and along such road and appurtenant thereto.

2. The Board shall not be further required to improve, renovate, repair or reconstruct any portion of said roadway.
3. The Board shall remain responsible for maintenance of said road as described in Paragraph 1, above, until the transfer of jurisdiction becomes effective on the date set forth above.
4. Responsibility for design of the subject portions of road subsequent to the transfer of jurisdiction shall be as provided by law.

5. The City agrees that in the event it becomes necessary for the Board to temporarily close a portion of a county road in the vicinity of the roads herein transferred, for construction, improvement or repair pursuant to the provisions of 1917 PA 165, the Board may designate, with appropriate notice to the City, and approval by the City, some or all of the roads herein transferred as a detour route and erect suitable signing along said portions of road as required by the above-referenced statute. Said City approval will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

**BOARD OF COUNTY ROAD
COMMISSIONERS FOR THE
COUNTY OF OAKLAND.**
A Public Body Corporate

BY: _____

ITS: _____

CITY OF NOVI,
A Municipal Corporation

BY: _____

ITS: _____