

Michigan Department
Of Transportation
0749 (0G15)

POSSESSION AND USE AGREEMENT

*This information required by Act 286, P.A. of 1964, in order to
grant MDOT access to property*

1. **Grant** -- The undersigned owner(s) hereby grant to the Michigan Department of Transportation (hereafter department) and its agents irrevocable right to possession and use of the property described in attached EXHIBIT A for highway purposes. This includes the right to enter upon the owner(s)'s remaining property for the purpose of removing any structures wholly or partially within the property described in EXHIBIT A. This right to enter upon the remaining property shall expire thirty days after construction on parcel terminates. In consideration of this irrevocable grant of possession and use, the department will pay \$ _____.
2. **Effective Date** -- This agreement shall become effective when properly executed and acknowledged by the owner(s) and accepted by the department.
3. **Payment** --The amount stated in paragraph one represents 100% of the department's estimate of just compensation for the property. It is agreed this amount shall be deducted from any final settlement amount or verdict. It is also agreed in the event the final settlement amount, jury or verdict is less than this amount, the undersigned owner(s) shall immediately refund the difference to the department.
4. **Negotiate** -- The department will continue to negotiate in good faith with the owner(s) to acquire their interest in the property by direct purchase. If a settlement is not reached within 60 days from the effective date of this agreement, the department will thereafter exercise the power of eminent domain to acquire title to the property in accordance with the provisions of the Uniform Condemnation Procedures Act (UCPA), MCL 213.51, et seq. The owners stipulate and agree to the necessity for the taking of the property described in EXHIBIT A. The owner(s) further acknowledge that the state has made the jurisdictionally required good faith written offer.
5. **Title** -- It is agreed by the undersigned owner(s) in the event of condemnation that the date of valuation is the date this agreement is effective. This agreement does not convey title. Title will pass upon proper conveyance by the owner(s) or filing of condemnation under the provisions of the UCPA, MCL 213.51, et seq.
6. **Tenants** -- In the event the property described in EXHIBIT A is occupied by a tenant, the department's possession, granted in this instrument, is subject to the rights of the tenant.
7. **Interest** -- In the event of a settlement, the department agrees to pay the owner(s) simple interest at the rate applicable to a federal income tax deficiency or penalty on the final settlement, less any sums previously paid, from the date this agreement becomes effective to the date of final payment of the amount of the settlement or agreement.

PROPERTY TAX CODE

CONTROL SECTION	PARCEL	NAME
JOB NUMBER	FEDERAL ITEM NUMBER	FEDERAL PROJECT NUMBER

8. **Taxes** -- All real estate taxes and special assessments that are due and payable on or prior to the date of possession will be deducted from the amount in paragraph one before delivery to the owner(s). The undersigned owner(s) agrees to pay all real estate taxes and special assessments up to and including the date the department takes possession. The real estate taxes will be prorated as of the date the department takes possession, in accordance with the provisions of 1966 PA 288; MCL 211.2, et seq. All ad-valorem real estate taxes, on the portion described in EXHIBIT A, that become due and payable after the date of possession will be paid by the department. Special assessments levied on the portion described in EXHIBIT A after the department takes possession will be paid by the department unless these special assessments are the result of service charges for services rendered to the owner(s).

9. **Personal** -- Personal property taxes are the personal responsibility of the owner(s). Personal property taxes will be deducted from the amount in paragraph one, if requested by the local government, before delivery to the owner(s). They are not subject to proration.

10. **Escrow Agent** -- The owners agree that _____ will act as escrow agent, who will pay all sums necessary to satisfy and discharge all liens and encumbrances and secure and record the instruments sufficient to vest an unencumbered title in the owner(s) herein, subject to the interest of the department as reflected in this agreement.

11. **Record**-- It is agreed that the department will record this document in the office of the register of deeds in the county in which the property is located.

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Signed this day of , 20

X _____
Grantor -
Title -

X _____
Grantor -
Title -

X _____
Grantor -
Title -

X _____
Grantor -
Title -

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