



## CITY of NOVI CITY COUNCIL

**Agenda Item J**  
**July 9, 2018**

**SUBJECT:** Acceptance of a sidewalk easement along the west side of Beck Road, south of 10 Mile Road as part of the Valencia Estates South Phase 3 site condominium development (parcel 50-22-29-226-043).

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

The owners of property adjacent to the Valencia Estates South development have agreed to convey a public sidewalk easement serving the proposed development to the City for public use and maintenance. As part of the approved Valencia Estates South site plan, the developer included completing an unobstructed concrete sidewalk along Beck Road from 10 Mile Road to the limits of the Valencia Estates South frontage. The sidewalk extends outside of the existing Beck Road public right-of-way along the property. The remainder of the proposed sidewalk north and south of the easement limits will be constructed within the proposed Beck Road public right-of-way.

City Attorney (Beth Saarela, June 7, 2018) reviewed and approved the enclosed sidewalk easement and the City Engineering Division recommends approval.

**RECOMMENDED ACTION:** Acceptance of a sidewalk easement along the west side of Beck Road, south of 10 Mile Road as part of the Valencia Estates South Phase 3 site condominium development (parcel 50-22-29-226-043).

# Valencia Estates South

Sidewalk Easement Location Map

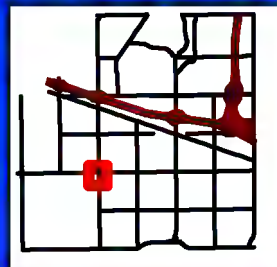


Map Author: Theresa Bridges  
Date: June 25, 2018  
Project:  
Version #:

Amended By:  
Date:  
Department:

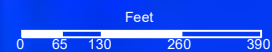
#### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



## City of Novi

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



1 inch = 315 feet





June 7, 2018

Jeffrey Herczeg, Director of Public Services  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**Re: Valencia South, Phase III  
Off-Site Sidewalk Easement**

Dear Mr. Herczeg:

We have received and reviewed the following documents for the Valencia South Development, Phase III, and have the following comments:

1. Off-Site Sidewalk Easement (**Approved**)
2. Title Search

**Sidewalk Easement**

The owners of property adjacent to the development have agreed to convey a public Sidewalk Easement serving the proposed development to the City for public use and maintenance. We have reviewed and approve the format and language of the above Sidewalk Easement. The Easement appears to be consistent with the title commitment provided. The exhibits have been reviewed and approved by the City's Consulting Engineer.

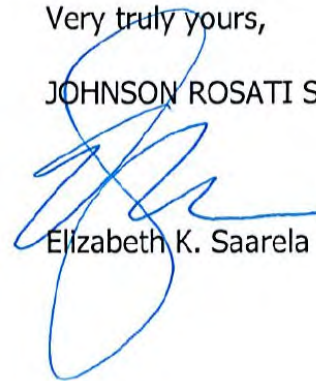
The Sidewalk Easement should be placed on an upcoming City Council Agenda for acceptance. Once accepted, it should be recorded with the Oakland County Register of Deeds in the usual manner. The Title Search should be retained in the City's file.

Please feel free to contact me with any questions or concerns in regard to this matter.

Jeffrey Herczeg, Director of Public Services  
City of Novi  
June 7, 2018  
Page 2

Very truly yours,

JOHNSON ROSATI SCHULTZ JOPPICH



Elizabeth K. Saarela

EKS

Enclosure

- C: Cortney Hanson, Clerk (w/Enclosures-Original)  
Charles Boulard, Community Development Director (w/Enclosure)  
Barb McBeth, City Planner (w/Enclosure)  
Sri Komaragiri, Planner (w/Enclosure)  
Lindsay Bell, Planner (w/Enclosure)  
Hannah Smith, Planning Assistant (w/Enclosure)  
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosure)  
George Melistas, Senior Engineering Manager (w/Enclosure)  
Theresa Bridges, Construction Engineer (w/Enclosure)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)  
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)  
Sue Troutman, City Clerk's Office (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

### SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Daniel P. Poinsett and Mona Poinsett, whose address is 23937 Beck Road, Novi, Michigan 48374-3631, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526(a) a permanent easement for a public walkway over, across and through property located in Section 29, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A – Property Description Exhibit}

The permanent easement for the public walkway is more particularly described as follows:

{See attached and incorporated Exhibit B – Sidewalk Easement Area}

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit B.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assign.

This easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a)

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this 6<sup>th</sup> day of June, 2016.



\_\_\_\_\_  
Daniel P. Poinsett



\_\_\_\_\_  
Mona Poinsett

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2016 by Daniel P. Poinsett and Mona Poinsett.



\_\_\_\_\_  
Notary Public     David A. Goldberg  
Oakland County, Michigan  
My Commission Expires: 02-01-2023  
Acting in the County of Oakland

Drafted by:  
Elizabeth K. Saarela  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

When recorded return to:  
Cortney Hanson, Clerk  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375

**CONSENT TO EASEMENT**

As the holder of a mortgagee interest in and to the property referenced in the Sidewalk Easement, dated June 6, 2016, attached hereto and incorporated as Exhibit A, whereby Daniel P. Poinsett and Mona Poinsett grant and convey said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 27 day of June, 2016.

QUICKEN LOANS, INC.

By: Anita Jackson  
Print Name:

Its: Anita Jackson  
Limited Loan & Lien Mod Officer

STATE OF MICHIGAN     )  
                          Wayne     ) ss.  
COUNTY OF ~~OAKLAND~~     )

The foregoing Consent to Easement was acknowledged before me this 27 day of June, 2016, by Anita Jackson, the limited loan & lien mod official of Quicken Loans, a-Michigan \_\_\_\_\_.

[Signature]  
Notary Public  
Macomb County, MI  
Acting in ~~Oakland~~ Wayne County, MI  
My commission expires: 9-2-19



## EXHIBIT A

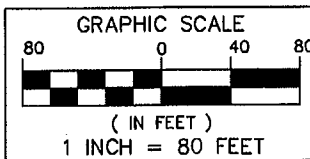
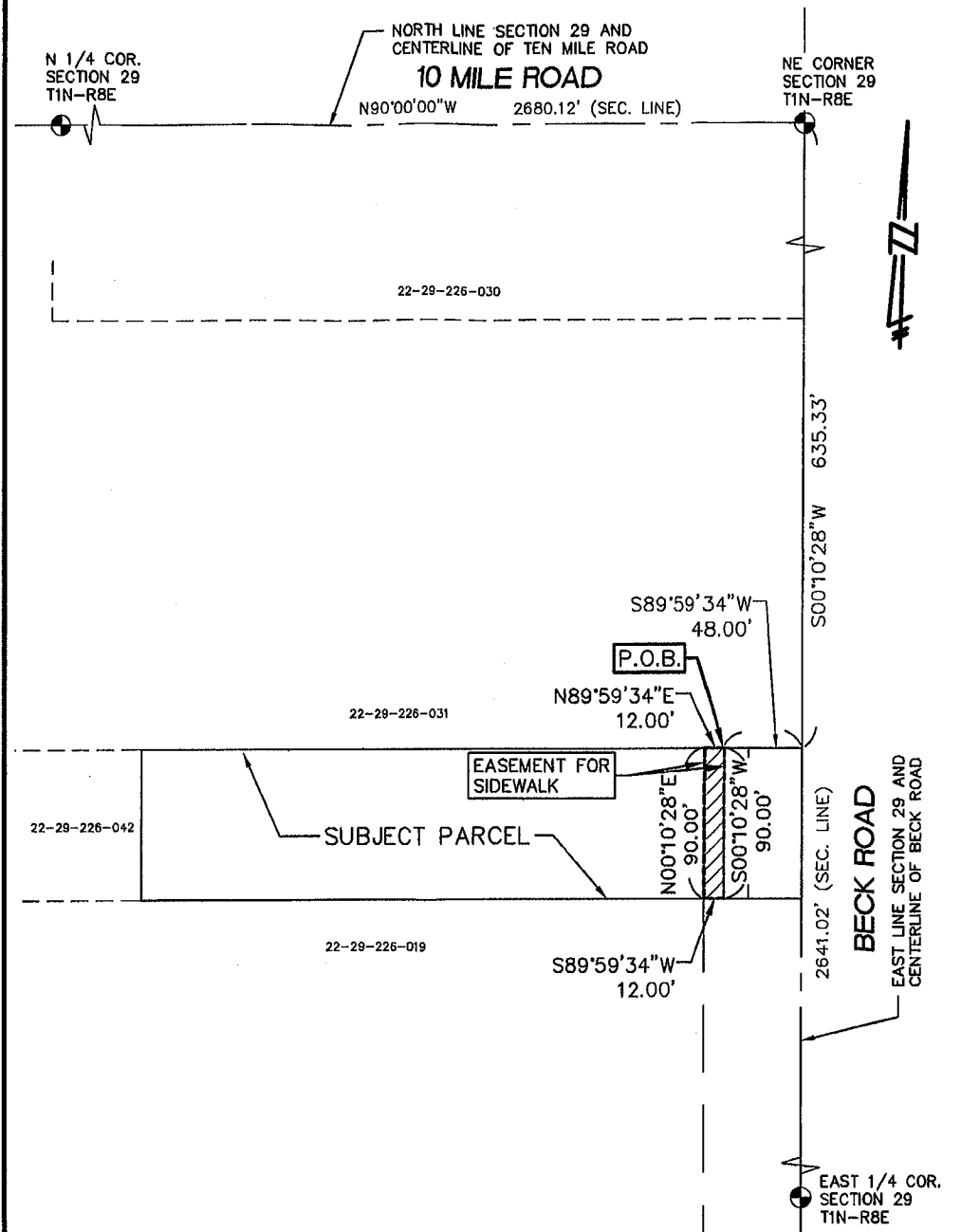
### POINSETT PARCEL


#### SUBJECT PARCEL LEGAL DESCRIPTION

A Parcel of land located in a Part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northeast Corner of said Section 29; thence South 00°10'28" West, 635.33 feet along the East Line of said Section 29 and the centerline of Beck Road, for a POINT OF BEGINNING; thence continuing South 00°10'28" West, 90.00 feet, along the East line of said Section 29 and the centerline of said Beck Road; thence South 89°59'34" West, 404.88 feet; thence North 00°10'28" East, 90.00 feet; thence North 89°59'34" East, 404.88 feet, to the Point of Beginning. All of the above containing 0.837 Acres. All of the above being subject to easements, restrictions and the right-of-ways of record. All of the above being subject to the rights of the public in Beck Road..



# EXHIBIT B



 **EASEMENT FOR SIDEWALK**  
(0.025 ACRES)

## EASEMENT DIAGRAM



**SEIBER, KEAST  
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167  
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

## SIDEWALK EASEMENT

SECTION 29, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 80'  
DATE: 01-14-2016  
JOB NO.: 14-002  
DWG FILE: 14-002ESMT-SW  
DRAWN BY: DFR  
CHECK: PK  
SHEET: 2 OF 2

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# INVOICE

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Invoice Date: **September 7, 2016**

Additional Info:

File Number: **63-16489778-GCM**

Property Address: **23937 Beck Road, Novi**

RE:

<b>To:</b>
David Goldberg 32600 Stephenson Highway, Ste B Madison Heights, MI 48071

<b>From:</b>
Greco Title Agency, LLC 36800 Gratiot Avenue Clinton Township, MI 48035 Ph:(586) 463-7200 Fax:(586) 463-9703

Description	Amount
Search - Informational 2300 MI - Basic	\$250.00

**Total Premium:      \$250.00**

Please Remit To and/or For Closing Information, Please Contact:

Greco Title Agency, LLC  
36800 Gratiot Avenue  
Clinton Township, MI 48035  
Ph:(586) 463-7200 Fax:(586) 463-9703

**Thank you!**



GRECO TITLE AGENCY  
A DIVISION OF ATORNEY TITLE AGENCY

REVISION NO. 1  
Commitment for Title Insurance  
Schedule A

File No : 63-16489778-GCM

Commonly Known As: 23937 Beck Road, Novi, MI 48374-3631

- 1. Effective Date: **August 30, 2016, at 8:00 am**
- 2. Policy or policies to be issued: AMOUNT
  - (a) OWNERS POLICY \$1,000.00  
Proposed Insured:  
**INFORMATIONAL**
  - (b) LOAN POLICY  
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

**Daniel P. Poinsett and Mona Poinsett, husband and wife**

4. The land referred to in this commitment is situated in the City of Novi, County of Oakland, State of Michigan, as follows:

**SEE EXHIBIT A**

COUNTERSIGNED:  
GRECO TITLE AGENCY, LLC

Steven M. Greco  
AUTHORIZED SIGNATORY

Greco Title Agency, LLC  
36800 Gratiot Avenue  
Clinton Township, MI 48035  
Ph:(586) 463-7200 Fax:(586) 463-9703

Issuing Agent for: **FIRST AMERICAN TITLE INSURANCE COMPANY**

This commitment valid and binding for a period of 180 days from the date hereof. Thereafter it is void and of no effect.  
This commitment is invalid unless the insuring Provisions and Schedules A, BI and BII are attached.  
SCHEDULE A of this commitment--Page 1

**EXHIBIT "A"**

The land referred to in this commitment is described as follows: City of Novi, County of Oakland, State of Michigan

An Easement for Sidewalk located in a Part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as: Commencing at the Northeast corner of said Section 29; thence South 00 degrees 10 minutes 28 seconds West 635.33 feet along the East line of said Section 29 and the centerline of Beck Road; thence South 89 degrees 59 minutes 34 seconds West, 48.00 feet, for a point of beginning; thence South 00 degrees 10 minutes 53 seconds West, 90.00 feet; thence South 89 degrees 59 minutes 34 seconds West, 12.00 feet, thence North 00 degrees 10 minutes 53 seconds East, 90.00 feet; thence North 89 degrees 59 minutes 34 seconds, East 12.00 feet to the point of beginning.

Greco Title Agency, LLC  
36800 Gratiot Avenue  
Clinton Township, MI 48035  
Ph:(586) 463-7200 Fax:(586) 463-9703

Issuing Agent for: FIRST AMERICAN TITLE INSURANCE COMPANY  
SCHEDULE A of this commitment--Page 2

**Schedule B-I  
(REQUIREMENTS)**

File No: 63-16489778-GCM

**The following requirements to be complied with:**

1. Standard requirements as set forth in jacket.

NOTE: In the event the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

2. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
3. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
4. Pay the agreed amounts for the Title and/or the mortgage to be insured.
5. Pay us the premiums, fees and charges for the policy.
6. PAYMENT OF TAXES: Tax Parcel No.: (Part of) 22-29-226-043 (2016 Taxes)  
(Part of) 22-29-226-018 (2015 Taxes)

2016 City Taxes in the amount of \$4,725.13 are DUE

2015 County Taxes in the amount of \$1,049.22 are PAID

Special Assessments: NONE

- 2016 State Equalized Value: \$175,200.00
- 2016 Taxable Value: \$152,890.00

The amounts shown as due do not include collection fees, penalties or interest.

Greco Title Agency, LLC  
36800 Gratiot Avenue  
Clinton Township, MI 48035  
Ph:(586) 463-7200 Fax:(586) 463-9703

Issuing Agent for: FIRST AMERICAN TITLE INSURANCE COMPANY

**Schedule B-II  
(EXCEPTIONS)**

File No.: 63-16489778-GCM

**Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.**

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an accurate survey inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
8. Mortgage in the original amount of \$148,005.40, and the terms, conditions and provisions contained therein, executed by Daniel P. Poinsett and Mona Poinsett, husband and wife to Beck South LLC, a Michigan limited liability company dated August 28, 2015 and recorded September 4, 2015 in Liber 48575, Page 559, Oakland County Records.
9. Mortgage in the original amount of \$209,000.00, and the terms, conditions and provisions contained therein, executed by Daniel P. Poinsett and Mona Poinsett, husband and wife to MERS Inc., as nominee for Quicken Loans, Inc. dated January 9, 2016 and recorded February 1, 2016 in Liber 49024, Page 678, Oakland County Records.
10. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.

NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.

Greco Title Agency, LLC  
36800 Gratiot Avenue  
Clinton Township, MI 48035  
Ph:(586) 463-7200 Fax:(586) 463-9703

Issuing Agent for: FIRST AMERICAN TITLE INSURANCE COMPANY



## **PRIVACY POLICY NOTICE**

Greco Title Agency, LLC and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the Greco Title Agency, LLC Privacy Policy.

Greco Title Agency, LLC as an agent for First American Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The Greco Title Agency, LLC Privacy Policy applies to all Greco Title Agency, LLC customers, former customers and applicants.

***What kinds of information we collect:*** Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

***How we use and disclose this information:*** We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

***How we protect your information:*** We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at Greco Title Agency, LLC, please write us at:  
**Greco Title Agency, LLC c/o 31440 Northwestern Highway, Ste. 100, Farmington Hills, Michigan 48334. Attn: Legal Resources.**



**First American Title™**

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Commitment

63-16489778-GCM

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized authority.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

### **First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary



(This Commitment is valid only when Schedules A and B are attached)

**This jacket was created electronically and constitutes an original document**

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## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued may contain an arbitration clause. When the amount of the Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.*