



# CITY of NOVI CITY COUNCIL

**Agenda Item H**  
**January 9, 2017**

**SUBJECT:**

Acceptance of a warranty deed from Grand Promenade, LLC for the dedication of 10 additional feet of right-of-way along the south side of Grand River Avenue east of 12 Mile Road for a total 60 foot master planned right-of-way half width as part of the Grand Promenade commercial development; and approval to execute a Quit Claim Deed conveying the dedicated Grand River Avenue right-of-way to the Road Commission for Oakland County.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division **GDM**

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

Grand Promenade, LLC, the developer of the Grand Promenade Commercial center is requesting the acceptance of a Warranty Deed conveying an additional 10 feet of right-of-way along the south side of Grand River Avenue along the frontage of the Grand Promenade commercial development. The existing right-of-way width of this segment of Grand River Avenue is 50 feet and the additional 10 feet brings the right-of-way to 60 foot half width, as shown in the City's Master Plan.

The above deed for the right-of-way will be dedicated to the Road Commission for Oakland County as Grand River Avenue is under their jurisdiction.

The enclosed Warranty Deed has been favorably reviewed by the City Attorney (Beth Saarela's December 2, 2016 letter, attached) and is recommended for approval.

**RECOMMENDED ACTION:**

Acceptance of a warranty deed from Grand Promenade, LLC for the dedication of 10 additional feet of right-of-way along the south side of Grand River Avenue east of 12 Mile Road for a total 60 foot master planned right-of-way half width as part of the Grand Promenade commercial development; and approval to execute a Quit Claim Deed conveying the dedicated Grand River Avenue right-of-way to the Road Commission for Oakland County.

|                             | 1 | 2 | Y | N |
|-----------------------------|---|---|---|---|
| <b>Mayor Gatt</b>           |   |   |   |   |
| <b>Mayor Pro Tem Staudt</b> |   |   |   |   |
| <b>Council Member Burke</b> |   |   |   |   |
| <b>Council Member Casey</b> |   |   |   |   |

|                               | 1 | 2 | Y | N |
|-------------------------------|---|---|---|---|
| <b>Council Member Markham</b> |   |   |   |   |
| <b>Council Member Mutch</b>   |   |   |   |   |
| <b>Council Member Wrobel</b>  |   |   |   |   |

# Grand Promenade Grand River Avenue Warranty Deed Location Map

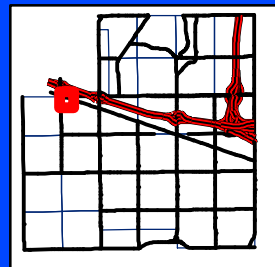


Map Author: D. Rehtien  
Date: 12/21/2016  
Project:  
Version #:

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 = 250 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.jrsjlaw.com

December 2, 2016

George D. Melistas, Engineering Senior Manager  
CITY OF NOVI  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**Re: Grand Promenade Commercial Center JSP14-15**  
***Review for Acceptance***

Dear Mr. Melistas:

We have received and reviewed the following final executed documents for the existing utilities within the Grand Promenade Commercial Center Development:

- On-Site Water System Easement - ***Approved***
- On-Site Sanitary Sewer Access System Easement - ***Approved***
- Bill of Sale- Water Main – ***Approved***
- Maintenance and Guarantee Bond - ***Approved***
- Warranty Deed – Grand River Right-of-Way - ***Approved***
- Title Search – ***Approved***

#### **Water and Sanitary Sewer System Easements**

Grand Promenade, LLC seeks to convey the Water System Easement, Sanitary Sewer System Access Easement and corresponding Bill of Sale for water main facilities serving the Grand Promenade Commercial Center Development. We have reviewed and approve the format and language of the above Water System and Sanitary Sewer System Access Easements and corresponding Bill of Sale for water main. The exhibits have been reviewed and approved by the City's Consulting Engineer.

The Maintenance and Guarantee Bond posted for the water system is in the form of a surety bond. The amount has been approved by the City's Consulting Engineer. The Bond is in place to guarantee the materials and workmanship of the water system facilities for two years from the date of acceptance. The Applicant will replace the current bond form with the City's standard form prior to release of any financial guarantees being held by the City.

Once accepted pursuant to Affidavit of the City Engineer, the Water and Sanitary Sewer System Easements should be recorded with the Oakland County Register of Deeds in the usual manner. The Bill of Sale and Title Commitment should be retained in the City's file.

**Warranty Deed**

The Warranty Deed provided to the City for the adjacent Grand River Right-of-Way is acceptable. The City Consulting Engineer has reviewed and approved the legal description. The Warranty Deed may be placed on an upcoming City Council Agenda for acceptance. Once accepted by City Council, the Warranty Deed should be recorded with the Oakland County Register of Deeds in the usual manner.

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

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS

Enclosures

- C: Cortney Hanson, Clerk (w/Original Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)  
Angie Pawlowski, Building Project Bond Coordinator (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Theresa Bridges, Construction Engineer (w/Enclosures)  
Sarah Marchioni, Building Project Coordinator (w/Enclosures)  
Brittany Allen, Taylor Reynolds and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
George Pascaris, Grand Promenade, LLC (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that Grand Promenade LLC a Michigan Domestic Limited Liability Company, whose address is 29144 Eastman Trail, Novi MI 48377 conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the following described premises situated in the City of Novi for right-of-way purposes, County of Oakland, State of Michigan, to wit:

See attached Exhibit "A" attached hereto and made a part hereof.

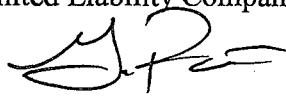
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100-----Dollars (\$1.00).

THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

Dated this 9<sup>th</sup> day of November, 2016.

Signed by:  
Grand Promenade LLC  
Michigan Domestic Limited Liability Company

By: George Pascaris  
Its Managing Member



STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2017 by George Pascaris, the managing member of Grand Promenade LLC a Michigan Domestic Limited Liability Company.

ANGELA PAWLOWSKI  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 8, 2017  
ACTING IN COUNTY OF Oakland

Angela Pawlowski  
Notary Public  
Oakland County, Michigan  
My Commission Expires: October 2017

|   |   |   |
|---|---|---|
| When Recorded Return to:<br>Maryanne Cornelius, Clerk<br>City of Novi<br>45175 Ten Mile Road<br>Novi, MI 48375-3024 | Send Subsequent Tax Bills to:<br>City of Novi<br>45175 West Ten Mile Road<br>Novi, Michigan 48375 | Drafted by:<br>Elizabeth M. Kudla<br>27555 Executive Drive, Suite 250<br>Farmington Hills, Michigan 48331 |
|---|---|---|

Part of Tax Parcel No. 22-17-101-026

Job No. \_\_\_\_\_ Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_

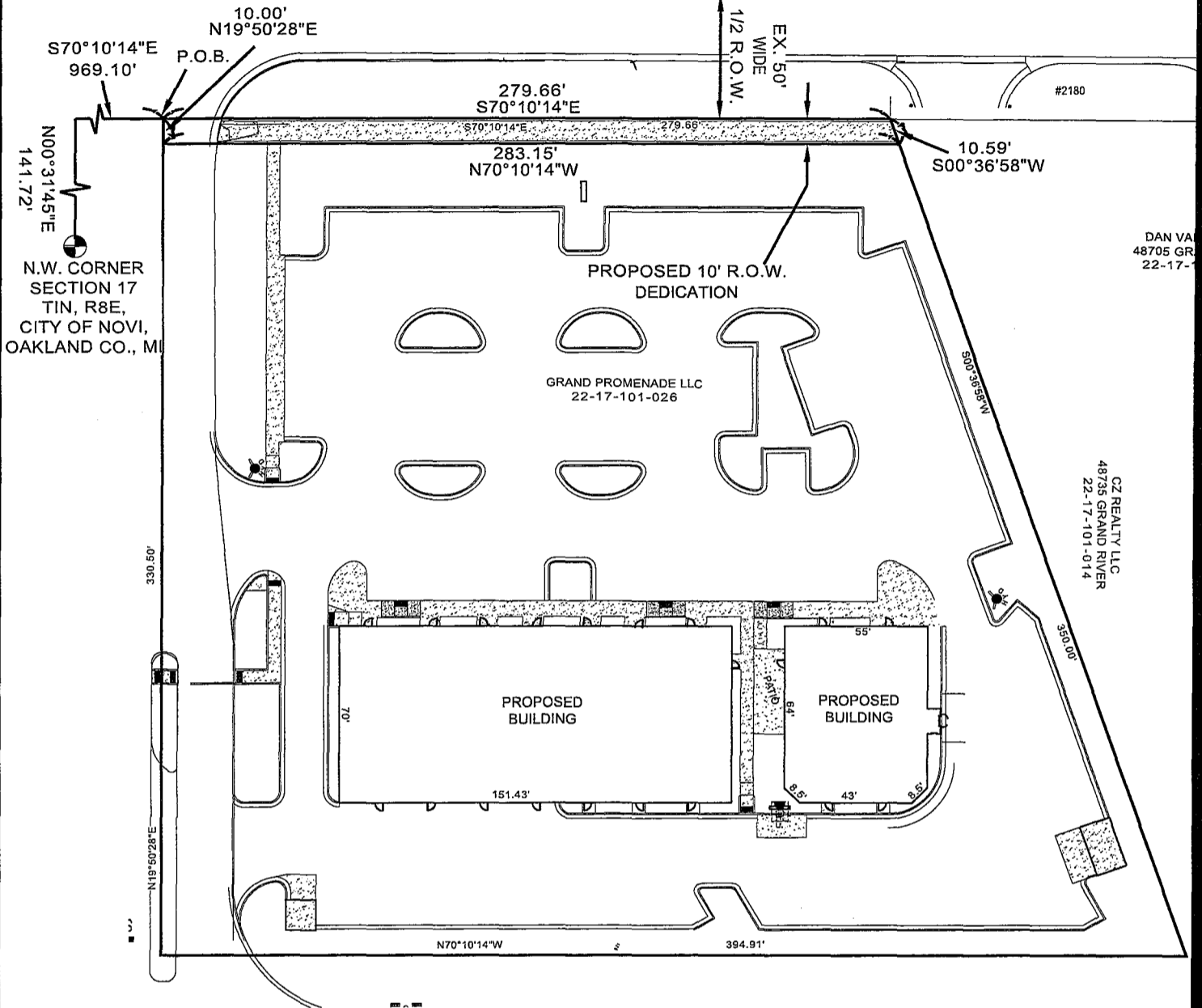
PART OF NORTHWEST 1/4  
SECTION 17  
CITY OF NOVI,  
OAKLAND COUNTY,  
MICHIGAN.

# EXHIBIT A



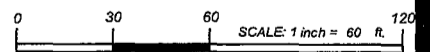
NORTH

## GRAND RIVER AVENUE



Being a 10 foot wide dedication of right-of-way for Grand River Avenue. A part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the Northwest corner of said section 17; thence North 00°31'45" East, 141.72 feet, along the West line of Section 8, (Town 1 North, Range 8 East, City of Wixom, Oakland County, Michigan) and the centerline of Wixom Road, to the existing Southerly right-of-way of Grand River Avenue (100 feet wide); thence South 70°10'14" East, 969.10 feet, along the Southerly right-of-way of said Grand River Avenue, to the Point of Beginning; thence continuing South 70°10'14" East 279.66 feet; thence South 00°36'58" West, 10.59 feet; thence North 70°10'14" West, 283.15 feet; thence North 19°50'28" East, 10.00 feet, to the Point of Beginning. All of the above containing 0.0646 Acres. All of the above being subject to easements, restrictions, agreements, and rights-of-ways of record.

Sheet 1 of 1



**DU** Diffin-Umlor  
& ASSOCIATES  
Civil Engineering • Surveying • Landscaping • Construction Services

53115 Grand River Avenue  
New Hudson, MI 48165  
PH: (248) 943-8244  
FAX: (866) 690-4307

ROAD RIGHT-OF-WAY  
DEDICATION  
SKETCH AND DESCRIPTION

GRAND PROMENADE, LLC

Date: 6/6/16  
Project No.: 110309

**WARRANTY DEED**

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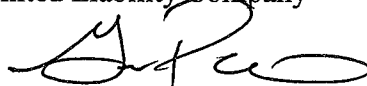
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Signed by:  
Grand Promenade LLC  
Michigan Domestic Limited Liability Company

By: George Pascaris  
Its Managing Member



STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2016 by George Pascaris, the managing member of Grand Promenade LLC a Michigan Domestic Limited Liability Company.

ANGELA PAWLOWSKI  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 8, 2017  
ACTING IN COUNTY OF Oakland

Angela Pawlowski  
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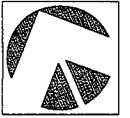
|   |   |   |
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|---|---|---|

Part of Tax Parcel No. 22-17-101-026

Job No. \_\_\_\_\_ Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_

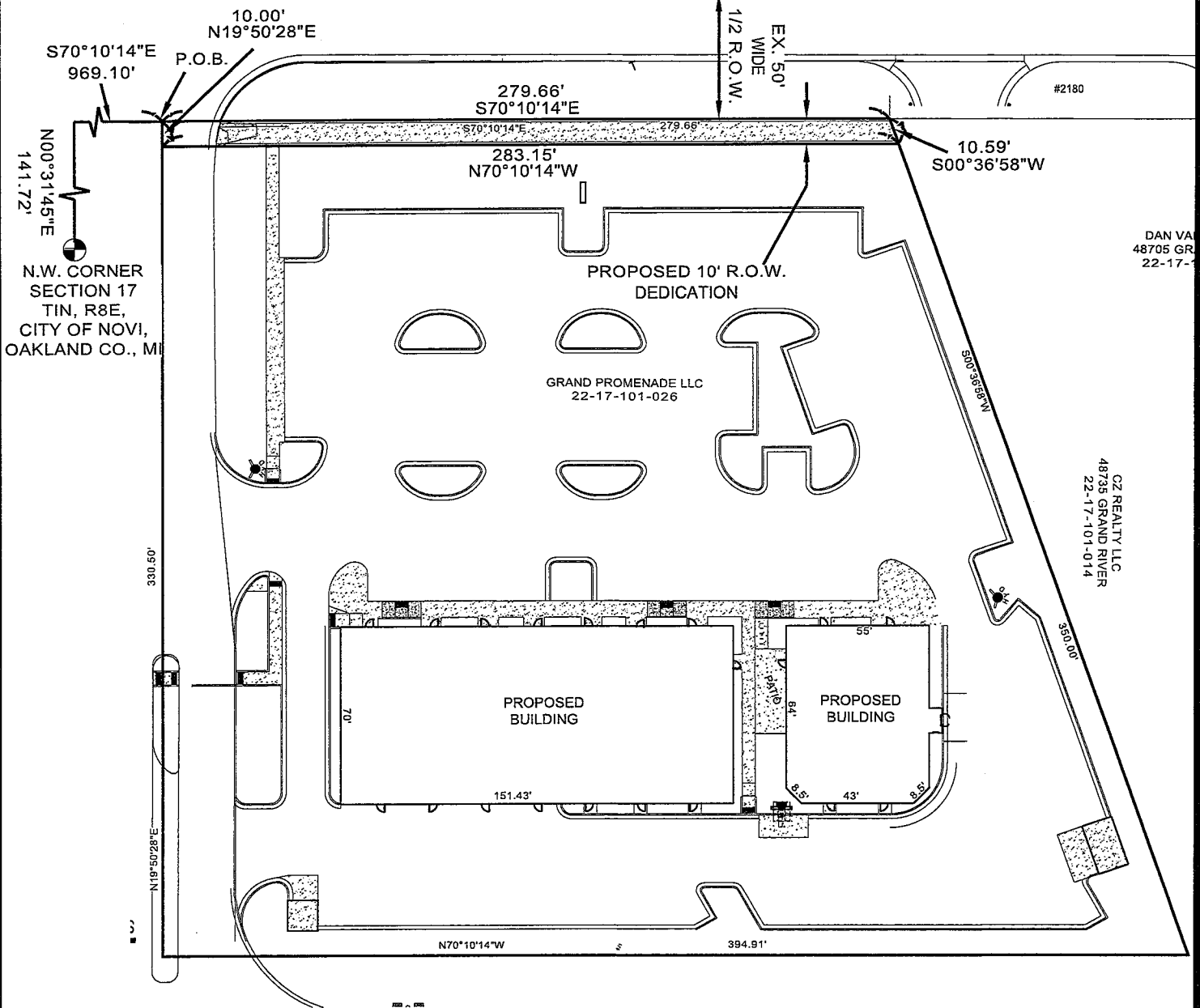
PART OF NORTHWEST 1/4  
SECTION 17  
CITY OF NOVI,  
OAKLAND COUNTY,  
MICHIGAN.

# EXHIBIT A



NORTH

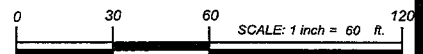
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Sheet 1 of 1



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& ASSOCIATES  
Civil Engineering • Surveying • Landscaping • Construction Services

53115 Grand River Avenue  
New Hudson, MI 48165  
PH: (248) 943-8244  
FAX: (866) 690-4307

ROAD RIGHT-OF-WAY  
DEDICATION  
SKETCH AND DESCRIPTION

GRAND PROMENADE, LLC

Date: 6/6/16  
Project No.: 110309



## First American Title Insurance Company

100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, MI 48304  
Phone: (248)540-4102 Fax: (866)550-1079

### PROPERTY PROFILE REPORT

July 29, 2016

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|                          |   |                        |                         |
|--------------------------|---|------------------------|-------------------------|
| Prepared for:            | FSBO  | Order No.:             | 750159                  |
|                          |   | Beginning Search Date: | July 21, 2012 @ 8:00 AM |
|                          |   | Ending Search Date:    | July 6, 2016 @ 8:00 AM  |
| Borrower Name & Address: | Grand Promenade, LLC, a Michigan limited liability company<br>Vacant Grand River Avenue, Novi, MI 48374 | County of:             | Oakland                 |

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#### Public Record Information

**Grantee in Last Document of Record:** Grand Promenade, LLC, a Michigan limited liability company

**Undischarged Mortgages and Other Liens of Record:** *re-checked on 12/2/16*  
None.

#### **Tax Information:**

1. All Taxes paid to and including 2015  
2015 Winter Taxes PAID in the amount of \$3,521.71  
2016 Summer Taxes DUE in the amount of \$9,497.92  
Tax Item No. 22-17-101-026  
Property Address: Vacant Grand River Avenue, Novi, MI 48374

NOTE: On the above tax amount(s), there may also be due an amount for interest, penalty and collection fee.

#### **Legal Description of Property:**

Land situated in the City of Novi, County of Oakland, State of Michigan, is described as follows:

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**Important - Read Carefully:** This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance commitment or preliminary report, or any form of title insurance or guaranty. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without First American's prior written consent. First American does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that First American's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that First American would not have issued this report but for the limitation of liability described above. First American makes no representation or Warranty as to the legality or propriety of recipient's use of the information herein.

A part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as beginning at the Northwest corner of said Section 17, thence North 00 degrees 31 minutes 45 seconds East, 141.72 feet, along the West line of Section 8, (Town 1 North, Range 8 East, City of Wixom, Oakland County, Michigan) and the centerline of Wixom Road, to the Southerly right-of-way of Grand River Avenue, 100 feet wide; thence South 70 degrees 10 minutes 14 seconds East, 818.57 feet, along the Southerly right-of-way of said Grand River Avenue, to the point of beginning; thence continuing South 70 minutes 10 minutes 14 seconds East, 430.19 feet, along the Southerly right-of-way of said Grand River Avenue; thence South 00 degrees 36 minutes 58 seconds West, 350.00 feet; thence North 70 degrees 10 minutes 14 seconds West, 539.83 feet; thence 74.18 feet along a curve to the right, said curve having a radius of 495.99 feet, a central angle of 08 degrees 34 minutes 10 seconds, and a chord bearing and distance of North 15 degrees 32 minutes 41 seconds East, 74.11 feet, thence North 19 degrees 49 minutes 46 seconds East, 256.60 feet, to the point of beginning.

EXCEPT

That part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Northwest corner of said Section 17; thence South 00 degrees 19 minutes 49 seconds East 440.00 feet along the West line of said Section; thence North 90 degrees 00 minutes 00 seconds East 592.55 feet to the point of beginning; thence Northeasterly 245.35 feet along an 800.00 feet radius curve concave to the right with a central angle of 17 degrees 34 minutes 19 seconds and a chord bearing and distance of North 11 degrees 02 minutes 37 seconds East 244.39 feet; thence North 19 degrees 49 minutes 46 seconds East 104.27 feet to the South Right-of-Way line of Grand River Avenue; thence South 70 degrees 10 minutes 14 seconds East 250.53 feet along said Right-of-Way; thence South 19 degrees 50 minutes 28 seconds West 330.50 feet; thence North 70 degrees 10 minutes 14 seconds West 144.92 feet parallel with the South line of Grand River Avenue; thence North 82 degrees 48 minutes 18 seconds West 69.90 feet to the point of beginning.



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.jrsjlaw.com

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December 27, 2016

Darcy N. Rechten, Engineering Technician  
CITY OF NOVI  
Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Grand Promenade – Grand River ROW**

Dear Ms. Rechten:

We are enclosing a Quit Claim Deed from the City of Novi to the Oakland County Board of Road Commissioners for 10-foot wide right-of-way of Grand River Avenue adjacent to the frontage of the Grand Promenade Development, in connection with the City's concurrent acceptance of the Right-of-Way from the Developer. Because Grand River is a county road, the City typically re-conveys the right-of-way to the Board of County Road Commissioners in the form of a Quit Claim Deed in a format previously approved by counsel for the Road Commission for Oakland County (RCOC).

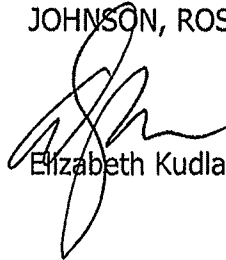
Please attach the same legal description to the enclosed Quit Claim Deed that was approved for attachment to the Warranty Deed from the Developer. Once approved by City Council, the enclosed Quit Claim Deed should be executed by the Mayor and City Clerk and returned to my attention. I will forward the Quit Claim Deed to counsel for the RCOC for placement on an upcoming Board of County Road Commissioners' meeting for acceptance.

Please let me know if you need any additional information in regard to this matter.

Darcy N. Rechten, Engineering Technician  
December 27, 2016  
Page 2

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
George Melistas, Engineering Senior Manager (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)  
Theresa Bridges, Construction Engineer (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

QUIT CLAIM DEED

KNOW ALL PERSONS that the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi Michigan, 48375, ("Grantor"), Quit Claim(s) to Board of County Road Commissioners of the County of Oakland, ("Board") State of Michigan, a public body corporate located at 31001 Lahser Road, Beverly Hills, Michigan 48025, the following described premises situated in the Township of \_\_\_\_\_, County of Oakland, State of Michigan, to-wit:

Commonly known as:  
Part of Tax Parcel No.:

SEE PARCEL DRAWING, ATTACHED AS EXHIBIT "A," AND  
LEGAL DESCRIPTION, ATTACHED AS EXHIBIT "B,"  
BOTH OF WHICH ARE INCORPORATED BY REFERENCE HEREIN

If this parcel is unplatted, the following applies: The grantor grants to the grantee the right to make 0 divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967, as amended. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

Exempt from county and state taxation pursuant to MCL 207.505(a) and MCL 207.526(a).

WHEREFORE, upon approval by the City of Novi, City Council, the undersigned Grantor hereby creates, confirms, and conveys the Quit Claim Deed described herein for the sum of \$

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

GRANTOR:  
THE CITY OF NOVI, a Michigan municipal corporation

\_\_\_\_\_  
Robert J. Gatt, Mayor

\_\_\_\_\_  
Cortney Hanson, Clerk

COUNTY OF OAKLAND        )  
  ) ss.  
STATE OF MICHIGAN        )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2017, Robert J. Gatt, Mayor, and  
Cortney Hanson, Clerk, executed the foregoing document before me and, being duly sworn, on  
behalf of the City of Novi with its full authority and as its free act and deed.

\_\_\_\_\_  
Notary Public  
Acting in Oakland County, Michigan  
My commission expires: \_\_\_\_\_