



cityofnovi.org

# CITY of NOVI CITY COUNCIL

## Agenda Item Q April 6, 2009

**SUBJECT:** Confirmation and acceptance of form deed as executed in connection with 2005 Michigan Natural Resources Trust Fund (MNRTF) Grant, TF 05-165, from Mirage Development, LLC for approximately 42 acres of land along Meadowbrook Road near Nine Mile Road (Village Wood Lake/Orchard hills West).

**SUBMITTING DEPARTMENT:**

**CITY MANAGER APPROVAL:** 

### BACKGROUND INFORMATION:

At its March 23, 2009 meeting, City Council confirmed authorization to enter into two purchase agreements in connection with a grant from the MNRTF in 2005 to acquire park property from William Roskelly and Mirage Development. The motion also authorized staff and administration to "proceed to closing." Although the various draft closing documents were included in the agenda packet, the motion sheet indicated that "there might be minor changes in details on the final, signed documents."

The closing occurred on March 30, 2009. The numbers on the closing statement changed slightly (see attached). In addition, the deed from Mirage to the City changed in some of its specifics, including the addition of language confirming that applicability of the existing conservation easements following closing and a statement that such limitations will apply for a period of 100 years. Council is asked to confirm and accept the form of final deed for such property (also attached).

**RECOMMENDED ACTION:** Confirmation and acceptance of form deed as executed in connection with 2005 Michigan Natural Resources Trust Fund (MNRTF) Grant, TF 05-165, from Mirage Development, LLC for approximately 42 acres of land along Meadowbrook Road near Nine Mile Road (Village Wood Lake/Orchard Hills West).

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

## WARRANTY DEED

The Grantor **Mirage Development L.L.C., a Limited Liability Company**, whose address is 45830 W. Ten Mile Road, Novi, Michigan, 48375,

Conveys and Warrants to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, Michigan, 48375, being the Grantee,

The following described premises situated in the City of Novi, County of Oakland and State of Michigan:

See attached legal description, which is incorporated herein by this reference,

For the consideration of \$10.00 and other valuable consideration. SEE REAL ESTATE TRANSFER VALUATION AFFIDAVIT SUBMITTED WITH THIS DEED.

Subject to easements and restrictions of record.

Public Act 591 of 1997 requires the following: 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.

The Grantor grants the Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The lands included in this deed were acquired by the City of Novi with funding assistance from the Michigan Natural Resources Trust Fund pursuant to project agreement TF05-165 between the Michigan Department of Natural Resources and the City of Novi, executed on December 6, 2005. The project agreement describes certain requirements to ensure the long-term conservation of the property and its use for public outdoor recreation. The City of Novi is placing this notice on record as confirmation of its obligations as set forth in the project agreement, including the requirement that the consent of the Michigan Department of Natural Resources and the Michigan Natural Resources Trust Fund Board of Trustees is required prior to the conveyance of any rights or interest in the property to another entity, or for the use of the property for purposes other than conservation or public outdoor recreation.

Grantee additionally acknowledges and agrees that its use of the property shall be subject to the following limitations, which shall run with the land and bind Grantee's successors and assigns:

- a. The property will remain in its natural state in accordance with the terms and conditions in the Conservation Easement executed by Grantor on or about September 29, 2004 and recorded at Liber 34598 Page 597 of the Oakland County Records, which document Grantee agrees not to alter or amend for a period of 100 years.
- b. During such 100-year period, the property shall be used only for conservation or the public outdoor recreation uses authorized and approved in the Conservation Easement and the project agreement

referred to above, which such agreement authorizes and approves only passive recreation uses and does not authorize the placement of any buildings or structures. This provision shall not be construed to prohibit the construction of access trails or nature trails or other similar access improvements such as docks or boardwalks, and shall not be construed to prevent or limit public access to the property.

- c. The property shall not be subdivided.
- d. The topography of the property shall not be altered in a manner inconsistent with the Conservation Easement.

Dated this \_\_\_\_\_ day of March, 2009.

Signed in the presence of:

Signed by: Mirage Development, LLC,  
a Michigan limited liability company

\_\_\_\_\_

\_\_\_\_\_  
Claudio Rossi, Managing Member

STATE OF MICHIGAN    )  
                                  )SS.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of March, 2009, by Claudio Rossi, the duly-authorized Managing Member of Mirage Development, LLC, a Michigan Limited Liability Company.

\_\_\_\_\_  
, Notary Public  
Oakland County, MI  
Acting in Oakland County, MI  
My Commission Expires:

When Recorded Return To: Grantee	Send Subsequent Tax Bills To: Grantee	Drafted By: Thomas R. Schultz, Esq. Secret Wardle, PC 30903 Northwestern Highway, P.O. Box 3040 Farmington Hills, MI 48333-3040
-------------------------------------	--	--

Tax Parcel No. 22-26-201-011; 22-26-201-012; 22-26-201-013  
Recording Fee \_\_\_\_\_ Transfer Tax \_\_\_\_\_

**LEGAL DESCRIPTION**