



**CITY of NOVI CITY COUNCIL**

**Agenda Item N  
September 15, 2014**

**SUBJECT:** Acceptance of a warranty deed from Novi Real Estate, LLC. for the master planned 43-foot right-of-way along the north side of Eleven Mile Road (Parcel 22-17-400-002) as part of the Medilodge development.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>R4</sup> BIC

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

**BACKGROUND INFORMATION:**

The developer of Medilodge, Novi Real Estate, LLC, is requesting acceptance of the warranty deed conveying the master planned right-of-way along Eleven Mile Road along the frontage of the site. Medilodge is located on Eleven Mile Road west of Beck Road in Section 17 of the City of Novi (see attached map). The developer is offering the donation of the master planned right-of-way for Eleven Mile Road as part of the approved site plan.

The enclosed warranty deed has been favorably reviewed by the City Attorney (Beth Saarela's March 19, 2014 letter, attached) and is recommended for approval.

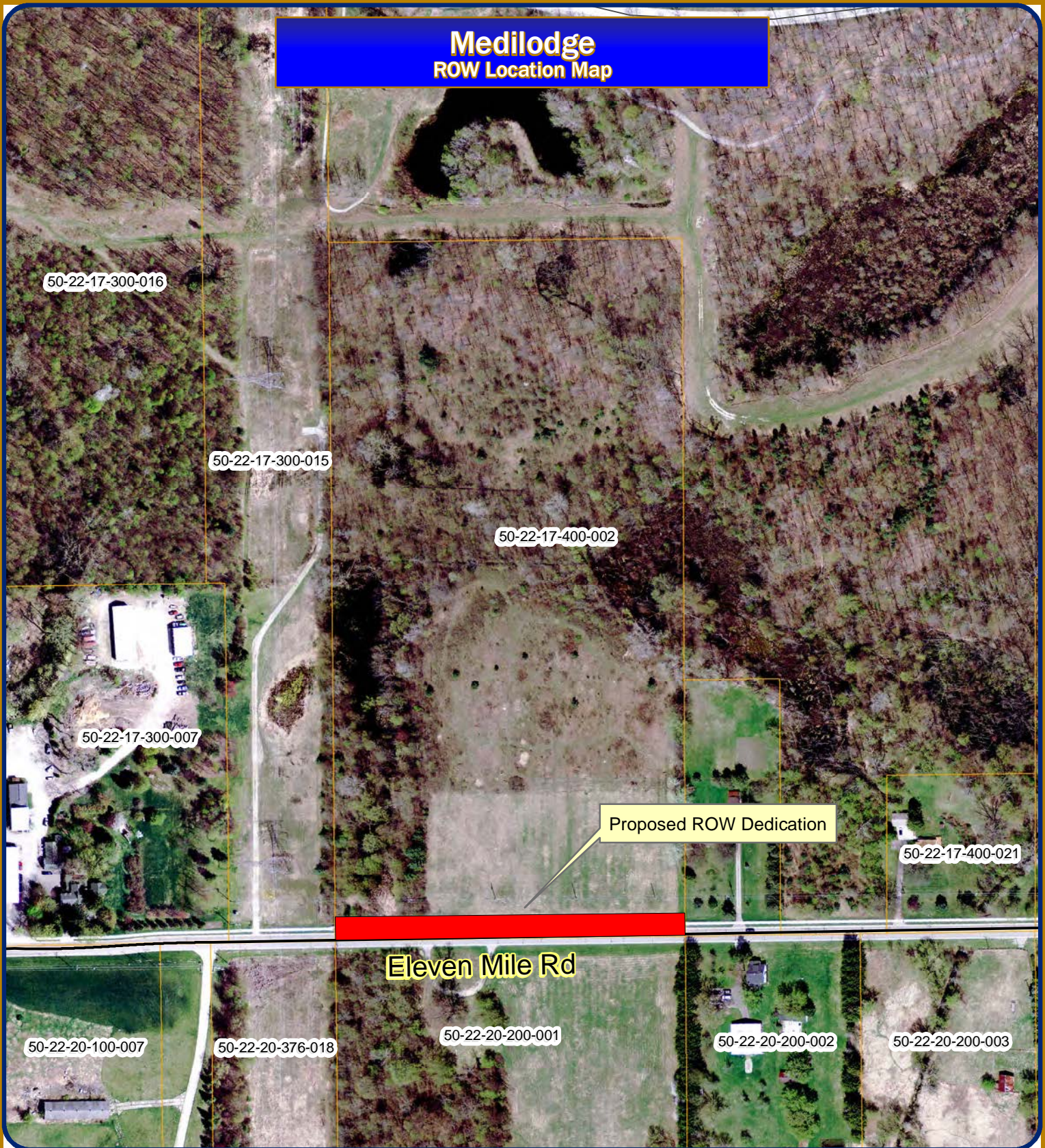
**RECOMMENDED ACTION:** Acceptance of a warranty deed from Novi Real Estate, LLC. for the master planned 43-foot right-of-way along the north side of Eleven Mile Road (Parcel 22-17-400-002) as part of the Medilodge development.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				



# Medilodge ROW Location Map

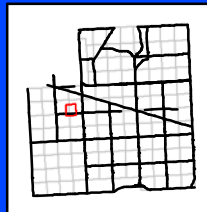


Map Author: A. Wayne  
Date: September 2, 2014  
Project:  
Version #:

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 = 248 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

March 19, 2014

Rob Hayes, Public Services Director  
City of Novi, Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

Re: **Re: Medilodge of Novi – SP10-05D**  
***Review for Acceptance – Utilities***

Dear Mr. Hayes:

We have received and reviewed the following documents for Medilodge of Novi:

- Sanitary Sewer System Easement
- Water System Easement
- Bill of Sale
- Commitment for Title Insurance
- Warranty Deed for Eleven Mile Road Right-of-Way
- Pathway Easement
- Utility Maintenance and Guarantee Bond Deposit Agreement

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

Novi Real Estate, LLC seeks to convey the on-site water and sanitary sewer system easements and corresponding Bills of Sale for the facilities serving the Medilodge Development. We have reviewed and approve the format and language of the above Water and Sanitary System Easements and corresponding Bill of Sale. We note that though the property owner has added additional non-standard language pertaining to restoration and disruption, as well as the reservation of ingress/egress rights, the additional language does not alter the rights and responsibilities of the City and is consistent with standard City practices for the use of a water or sanitary sewer system easement. The property owner has requested that the City sign the easements. We have replaced the signature page for approval of the easement for execution by the Public Services Director, consistent with standard practice for water and sanitary sewer system easements.

We note that the concerns with respect to the existing Oil and Gas Lease on the property have been satisfactorily addressed pursuant to the enclosed Lessee's Release of Surface Rights and correspondence from MDEQ confirming directional drilling at depths required pursuant to state law would not interfere with the City's utilities.

The Maintenance and Guarantee bond for the water and sanitary sewer is generally in the City's standard format with a few minor non-substantive revisions and is acceptable for the purpose of guaranteeing the water and sewer facilities against defects in materials and workmanship for two years from the date of acceptance.

Upon the issuance of the Affidavit of Acceptance by the City, and execution of the easements by the Public Services Director, the Water and Sanitary Sewer System Easements should be recorded with the Oakland County Register of Deeds in the usual manner. The Commitment for Title Insurance, Maintenance and Guarantee Bond and Bills of Sale should be retained in the City's file

### **Warranty Deed for Eleven Mile ROW**

Novi Real Estate, LLC seeks to convey the right-of-way for Eleven Mile Road to the City. The enclosed Warranty Deed is acceptable for this purpose.

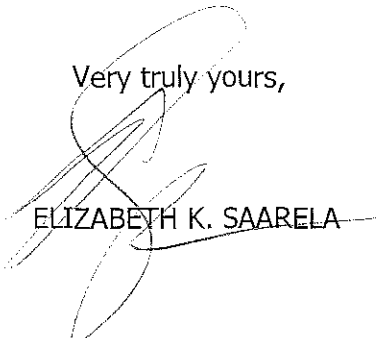
### **Pathway Easement**

The property owner is required to provide a public pathway through its adjacent open space area as a condition of the approved PRO. As an alternative to the indemnity originally requested by the property owner, the property owner will be added to the City's municipal insurance policy as an additional insured with respect to the pathway. Additionally, the standard Pathway Easement language has been modified to indicate that *the City will maintain the pathway*, including snow clearing, since the pathway is not along the project's road frontage and instead crosses an open space area that the property owner would not otherwise maintain for public use in the winter.

The Warranty Deed and Pathway Easement should be placed on an upcoming City Council Agenda for consideration for final acceptance. Once accepted the Warranty Deed and Pathway Easement should be recorded with Oakland County Records in the usual manner.

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

Very truly yours,

  
ELIZABETH K. SAARELA

EKS

Rob Hayes, Public Services Director

March 19, 2014

Page 3

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, Deputy Community Development Director (w/Enclosures)  
Sheila Weber, Treasurer's Office (w/Enclosures)  
Kristin Pace, Treasurer's Office (w/Enclosures)  
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)  
Brian Coburn, Engineering Manager (w/Enclosures)  
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)  
David Beschke, Landscape Architect (w/Enclosures)  
Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Alan J. Schwartz, Esquire (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**WARRANTY DEED**

Grantor, **NOVI REAL ESTATE, LLC**, a Michigan limited liability company, whose address is 30230 Orchard Lake Road, Suite 160, Farmington Hills, Michigan 48334 (hereinafter referred to as "Grantor"), conveys and warrants to Grantee, the **CITY OF NOVI**, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375 (hereinafter referred to as "Grantee"), the following described premises situated in the City of Novi, Oakland County, Michigan:

See Exhibit A attached hereto

for the sum of One Dollar (\$1.00) U.S. and other good and valuable consideration, subject to current zoning ordinances and covenants, restrictions and easements of record.

This property 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.

The Grantor grants to the Grantee the right to make zero divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

**This deed is exempt from Transfer Tax pursuant to the provisions of MCL Section 207.505(a) (County) and MCL Section 207.526(a) (State).**

Date: January 14, 2013

**NOVI REAL ESTATE, LLC**, a Michigan limited liability company

By:   
Frank M. Wronski, President

*Notarization on next page*

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF Oakland

The foregoing Warranty Deed was acknowledged before me on this 14th day of January, 2014, by Frank M. Wronski, in his capacity as President of Novi Real Estate, LLC, a Michigan limited liability company.

LYNNEA C. KOERBER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Nov 19, 2019  
ACTING IN COUNTY OF Oakland

Lynnea C. Koerber  
Notary Public  
State of \_\_\_\_\_  
County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County

**THIS INSTRUMENT DRAFTED BY:**

Alan J. Schwartz, Esq.  
JACOB & WEINGARTEN, P.C.  
2301 W. Big Beaver Road  
Suite 777  
Troy, Michigan 48084  
(248) 649-1900

**AND WHEN RECORDED RETURN TO:**

Maryanne Cornelius, Clerk  
City of Novi  
45175 W. Ten Mile Rd.  
Novi, MI 48375

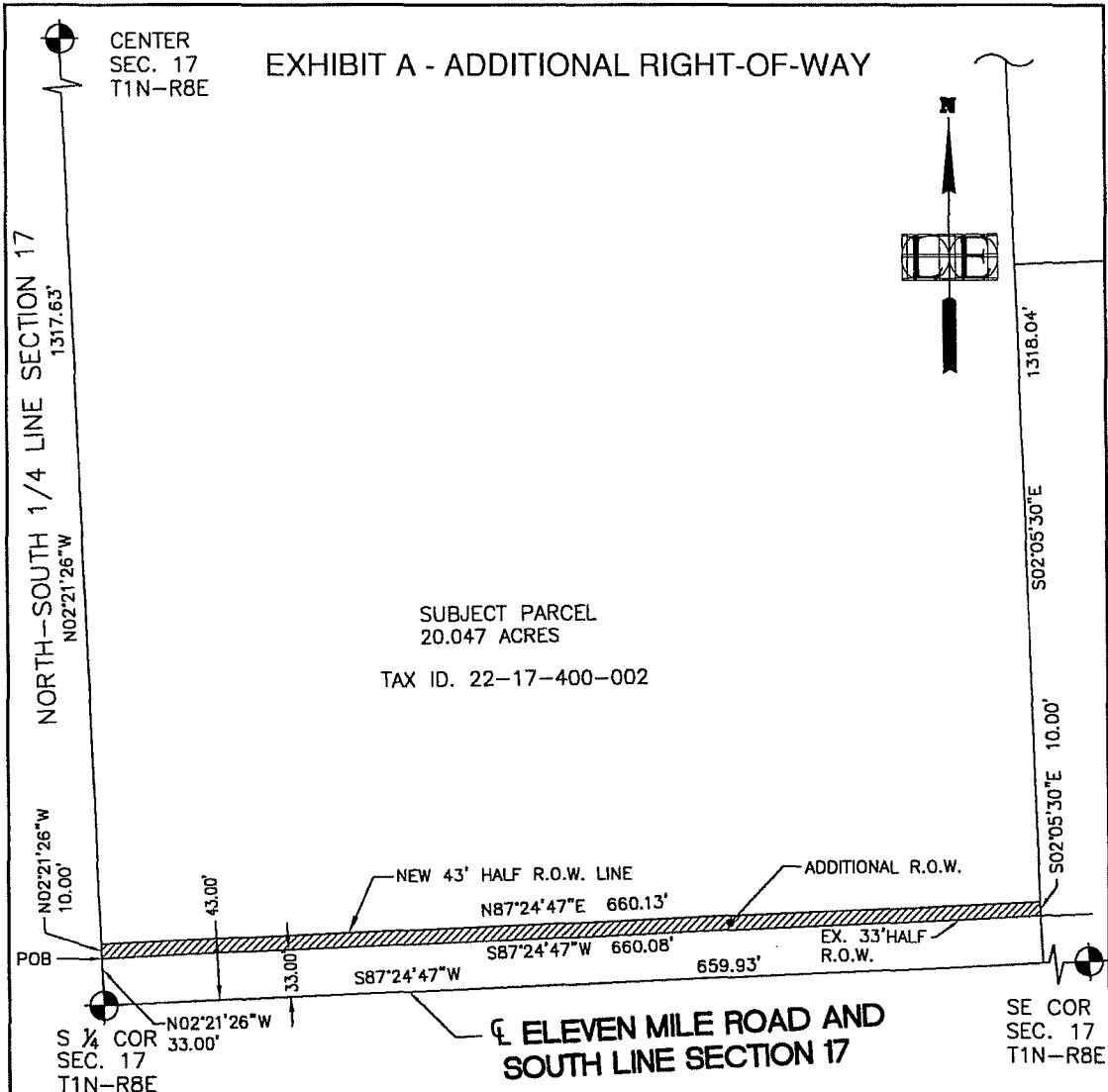


EXHIBIT A - ADDITIONAL RIGHT-OF-WAY

SUBJECT PARCEL  
20.047 ACRES  
TAX ID. 22-17-400-002

DESCRIPTION OF THE ADDITIONAL RIGHT-OF-WAY  
Part of the West 1/2 of the Southwest 1/4, of the Southeast 1/4 of Section 17, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the South 1/4 corner of said Section 17; thence along the North-South 1/4 line of said Section 17, N 02°21'26" W, 33.00 feet to the POINT OF BEGINNING of the additional right-of-way; thence continuing along said North-South 1/4 line, N 02°21'26" W, 10.00 feet; thence N 87°24'47" E, 660.13 feet; thence S 02°05'30" E, 10.00 feet; thence S 87°24'47" W, 660.08 feet to the POINT OF BEGINNING.

- LEGEND
- SECTION CORNER
  - SET IRON ROD
  - FOUND MONUMENT
  - FENCE
  - FOUND IRON ROD/PIPE
  - SOIL BORING

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/10,000 AND THAT SAID SURVEY FULLY COMPLIES WITH THE REQUIREMENTS OF PUBLIC ACT 132-10.



**LIVINGSTON ENGINEERING**  
CIVIL ENGINEERING SURVEYING PLANNING  
3300 S. OLD U.S. 23, BRIGHTON, MICHIGAN 48114  
INTERNET: WWW.LIVINGSTONENG.COM PHONE: (810) 225-7100 FAX: (810) 225-7899

CLIENT MEDILODGE OF NOVI	0' 100' 200'	DATE 11/06/13
DESCRIPTION SE 1/4 SECTION 17 T1N-R8E, CITY OF NOVI OAKLAND COUNTY, MICHIGAN		REV.
	SCALE 1"=100'	JOB No. 09160
	SHEET No. 1 of 1	DRAWN TEA
		CHECK