



CITY of NOVI CITY COUNCIL

**Agenda Item E
August 8, 2011**

SUBJECT: Acceptance of a covenant deed from Fourteen Corporation for the dedication of 50 feet of right-of-way along the east side of Wixom Road for the Novi Promenade site, located south of Grand River Avenue (parcel 22-17-101-028).

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

CITY MANAGER APPROVAL: *RH*

BACKGROUND INFORMATION:

The Fourteen Corporation is an Ohio corporation and a subsidiary of Huntington Bank. Huntington Bank has foreclosed on the mortgage of four parcels within the Novi Promenade site. One of the parcels in question contains roughly one (1) acre of right-of-way frontage on Wixom Road. Fourteen Corporation and Huntington Bank are requesting acceptance of a Covenant Deed conveying this right-of-way to the City of Novi. The right-of-way is currently delineated as parcel 22-17-101-028, situated along the east side of Wixom Road.

The enclosed Covenant Deed has been favorably reviewed by staff and the City Attorney (Beth Kudla's July 13, 2011 letter, attached) and is recommended for approval.

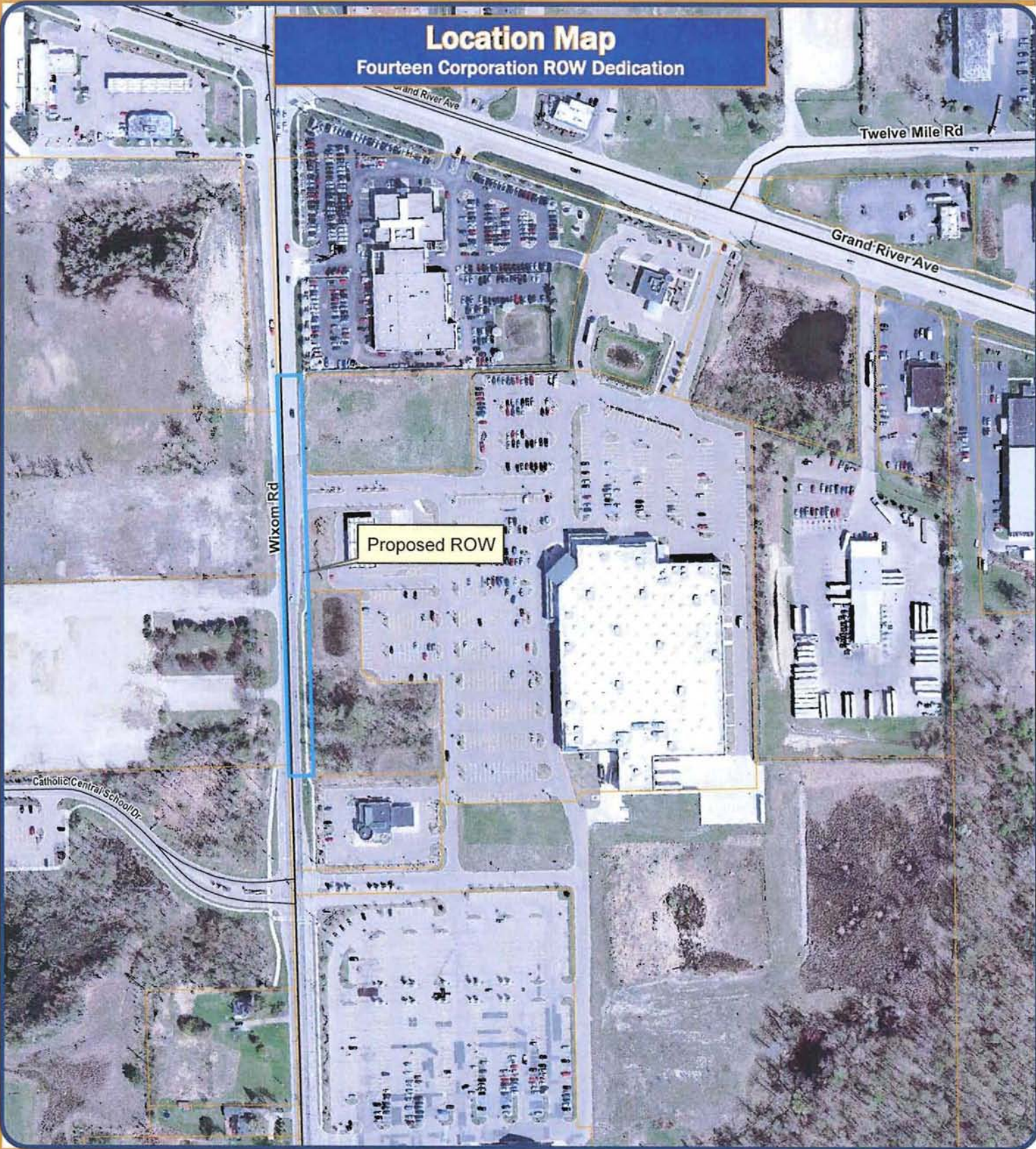
RECOMMENDED ACTION: Acceptance of a covenant deed from Fourteen Corporation for the dedication of 50 feet of right-of-way along the east side of Wixom Road for the Novi Promenade site, located south of Grand River Avenue (parcel 22-17-101-028).

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

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

Location Map

Fourteen Corporation ROW Dedication



Map Author: Brian Coburn
 Date: 7/29/11
 Project:
 Version #:

Approved By:
 Date:
 Department:

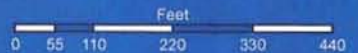
MAP INTERPRETATION NOTICE

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 Delwal Drive
 Novi, MI 48375
cityofnovi.org



1 inch = 265 feet

July 13, 2011

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

Brian Coburn, Engineering Manager
Public Services – DPW Garage
26300 Delwal Drive
Novi, MI 48375

**Re: Novi Promenade – Wixom Road ROW
Covenant Deed from Fourteen Corporation
Our File No. 55142.NOV**

Dear Mr. Coburn:

Huntington Bank foreclosed its mortgage on four parcels of the Novi Promenade Property on Wixom Road near Grand River, including a portion of the Wixom Road Right-of Way. Fourteen Corporation is a subsidiary of Huntington Bank and holds certain of its foreclosed properties, including the Wixom Road Right-of-Way.

As you know, Huntington Bank has requested to dedicate the Wixom Road Right-of-way to the City. In that regard, Huntington Bank has provided, and we have reviewed and approve the following documents:

1. Covenant Deed from Fourteen Corporation
2. Title Search

With respect to the Covenant Deed, we have reviewed assessing records and have confirmed that there are no property taxes outstanding on the Wixom Road Right-of-Way parcel.

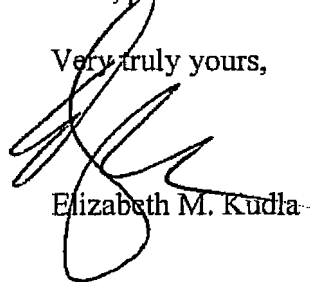
Subject to your review and approval of the legal description of the Wixom Road Right-of Way, we can recommend acceptance of the Covenant Deed.

This item may be placed on the next available City Council Agenda for acceptance. Once accepted by City Council, the Covenant Deed may be recorded with the County by the City Clerk's Office.

Brian Coburn, Engineering Manager
July 13, 2011
Page 2

If you have any questions regarding the above, please call me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Elizabeth M. Kudla', written over the typed name.

Elizabeth M. Kudla

EMK

C: Maryanne Cornelius, City Clerk (w/Original Enclosures)
Rob Hayes, DPS Director
Barb McBeth, Deputy Community Development Director
John Schandavel, Huntington Bank, John.Schandavel@huntington.com
Thomas R. Schultz, Esquire

1679693_1.doc

COVENANT DEED

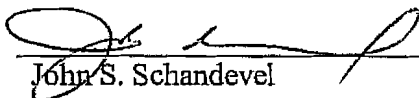
FOURTEEN CORPORATION, an Ohio corporation, as grantor ("Grantor"), with an office at MI9185, 801 West Big Beaver Road, Troy, Michigan 48084, conveys to **CITY OF NOVI**, a Michigan Municipal Corporation, as grantee ("Grantee"), whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, the property described on Exhibit A attached hereto (the "Property"), for the full consideration of One and no/100 (\$1.00), subject to the following: (i) encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Property would disclose; (ii) zoning ordinances; (iii) the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes; (iv) taxes and assessments, whether general or special, and any lien arising therefrom, which are not due and payable as of the date of this deed; (v) any liens or other matters arising from the acts or omissions of Grantee; and (vi) and any other easements and restrictions of record.

Grantor covenants to and agrees with Grantee, that Grantor will defend the property conveyed unto the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, from, or under the Grantor, but against no other claims or persons.

IN WITNESS WHEREOF, the grantor has executed and delivered this Covenant Deed as of the 5 day of July, 2011.

GRANTOR:

FOURTEEN CORPORATION,
An Ohio Corporation

By: 
John S. Schandavel

Its: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF MICHIGAN)
) SS
 COUNTY OF Oakland)

The foregoing instrument was acknowledged before me on ~~June~~ ^{July} 5, 2011, by John S. Schandavel, a Vice President of Fourteen Corporation, an Ohio corporation, on behalf of said entity.

LINDA DALIA
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF MACOMB
 MY COMMISSION EXPIRES Oct 17, 2013
 ACTING IN COUNTY OF Oakland

Linda Dalia
 Linda Dalia
 Notary Public, Macomb County, ~~Ohio~~ Michigan
 Acting in Oakland County, ~~Ohio~~ Michigan
 My commission expires: 10-17-2013

Parcel Identification No(s):
 See Exhibit A attached

Send Subsequent Tax Bills To:
 Grantee

State Transfer Tax:
 See Real Estate Transfer Tax Valuation Affidavit

County Transfer Tax:
 See Real Estate Transfer Tax Valuation Affidavit

Prepared by:
 Clark G. Doughty
 Bodman LLP
 6th Floor at Ford Field
 1901 St. Antoine
 Detroit, Michigan 48226
 (313) 259-7777

When recorded return to:
 Grantee

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	
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Part of Tax Parcel No. _____

Job No. _____ Recording Fee _____ Transfer Tax _____

EXHIBIT A

DESCRIPTION OF REAL ESTATE

PARCEL 1:

Part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant South 00 deg. 19' 49" East 440 feet from the Northwest section corner; Thence North 90 deg. 00' 00" East 50 feet; Thence South 00 deg. 19' 49" East 809.96 feet; Thence South 90 deg. 00' 00" West 50 feet; Thence North 00 deg. 19' 49" West 809.96 feet to the point of beginning.

Tax Item No. 50-22-17-101-028



FIDELITY NATIONAL TITLE
INSURANCE COMPANY

Fidelity National Title Insurance Company

DEED & ENCUMBRANCE SEARCH

File Number - 201100024fm
Tw 3384014

RE: Wixom Rd., Novi

Fidelity National Title Insurance Company hereby certifies that we have searched the records to the property located in City of Novi, County of Oakland, State of Michigan, described as follows, viz:

See Attached Rider A

from December 17, 1970 at 8:00 am to December 17, 2010 at 8:00 am and find the following deeds and encumbrances recorded in the office of the Register of Deeds for said County affecting the above described premises:

WARRANTY DEED:

- By deed from Hickory Lane Land & Development Co., a Michigan corporation to Novi Land Corporation, an Ohio corporation dated December 14, 1966 and recorded January 12, 1972 in Liber 5798, Page 693.

QUIT CLAIM DEED:

- By deed from Novi Land Corporation, an Ohio corporation to Arnold Y. Aronoff, as to undivided 1/3 interest, Edward C. Levy, Jr., as to an undivided 1/3 interest, and Eunice S. Stone, as to an undivided 1/3 interest, as tenants in common, dated December 20, 1971 and recorded January 12, 1972 in Liber 5798, Page 698.

QUIT CLAIM DEED:

- By deed from Edward C. Levy, Jr. and Julie Levy, his wife, as to an undivided 1/3 interest, as tenants in common, to Arnold Y. Aronoff, a married man, dated April 3, 1983 and recorded June 23, 1983 in Liber 8403, Page 843.

QUIT CLAIM DEED:

- By deed from Eunice S. Stone, as to an undivided 1/3 interest, as tenants in common to Arnold Y. Aronoff, a married man, dated April 3, 1983 and recorded September 7, 1983 in Liber 8463, Page 473.

QUIT CLAIM DEED:

- By deed from Arnold Y. Aronoff, as testamentary trustee of the Joseph Aronoff Trust under trust agreement dated October 5, 1976, to Jane Aronoff Schulak, dated January 26, 1988 and recorded February 2, 1988 in Liber 10293, Page 32. (as to an undivided 1/18th interest)

QUIT CLAIM DEED:

- By deed from Arnold Y. Aronoff, as testamentary trustee of the Joseph Aronoff Trust under trust agreement dated October 5, 1976, to Lynn E. Aronoff dated January 26, 1988 and recorded February 2, 1988 in Liber 10293, Page 34. (as to an undivided 1/18th interest)

EASEMENT:

- By easement from Arnold Y. Aronoff, and Janet Aronoff, his wife to City of Novi, a Michigan Municipal Corporation, for water main, dated December 4, 1998 and recorded May 24, 1999 in Liber 20010, Page 716.

EASEMENT:

- By easement from Novi Equities Associates Limited Partnership to City of Novi, a Michigan Municipal Corporation, for water main, dated December 4, 1998 and recorded May 24, 1999 in Liber 20010, Page 718.

AFFIDAVIT PROVIDING NOTICE OF CONSENT JUDGMENT:

- By Consent Judgment relative to case no. 00-021096-CZ entitled Novi Equities Limited Partnership vs. City of Novi, dated July 19, 2001 and recorded September 12, 2001 in Liber 23639, Page 92.

QUIT CLAIM DEED:

- By deed from Arnold Y. Aronoff, and Janet Aronoff, husband and wife to Landon Development Corporation, a Michigan corporation, dated January 23, 2002 and recorded February 20, 2002 in Liber 24890, Page 835.

EASEMENT:

- By easement from Landon Development Corporation to City of Novi, a Michigan Municipal Corporation, for conservation, according to Consent Judgment in Oakland County Circuit Court Case No. 00-21096-CZ, dated February 14, 2002 and recorded March 18, 2002 in Liber 25123, Page 222.

EASEMENT:

- By easement from Landon Development Corporation to The Michigan Department of Environmental Quality, for conservation, dated February 14, 2002 and recorded April 17, 2002 in Liber 25394, Page 179.

QUIT CLAIM DEED:

- By deed from Landon Development Corporation, a Michigan corporation, to Novi Promenade Associates Limited Partnership, dated April 19, 2002 and recorded April 29, 2002 in Liber 25489, Page 625.

QUIT CLAIM DEED:

- By deed from Arnold Y. Aronoff, and Janet Aronoff, husband and wife to Landon Development Corporation, a Michigan corporation, dated January 23, 2002 and recorded June 13, 2002 in Liber 25885, Page 156.

OPERATION AND EASEMENT AGREEMENT:

- By easement between Target Corporation, a Minnesota corporation and Landon Development Corporation, a Michigan corporation, dated April 19, 2002 and recorded June 13 2002 in Liber 25885, Page 164.

NOTE: First Amendment between Target Corporation, a Minnesota corporation, and Novi Promenade Associates Limited Partnership, a Michigan limited partnership, dated April 28, 2005 and recorded July 7, 2005 in Liber 35814, Page 626.

MORTGAGE:

- Mortgagee: The Huntington National Bank
Mortgagor: Novi Promenade Associates Limited Partnership
Dated Date: December 29, 2003
Recorded Date: February 10, 2004
Amount: \$7,750,000.00
Liber 32176, Page 35
NOTE: Partial Discharge dated May 26, 2004 recorded July 2, 2004 in
Liber 33483, Page 667
NOTE: Assignment and Assumption Agreement from The Huntington National Bank to
Fourteen Corporation, an Ohio corporation, dated May 20, 2010 and recorded May 26,
2010 in Liber 42098, Page 641.
NOTE: Amendment to Mortgage dated February 10, 2009 and recorded July 6, 2010 in
Liber 42188, Page 150.

COLLATERAL ASSIGNMENT OF PURCHASE AGREEMENTS:

- Mortgagee: The Huntington National Bank
Mortgagor: Novi Promenade Associates Limited Partnership
Dated Date: December 29, 2003
Recorded Date: February 10, 2004
Liber 32176, Page 68

EASEMENT AGREEMENT:

- By agreement between Sam's Real Estate Business Trust, a Delaware statutory trust, and
Novi Promenade Associates Limited Partnership, a Michigan limited partnership, dated
April 29, 2005 and recorded November 1, 2005 in Liber 36534, Page 82.

MEMO OF DEVELOPMENT RIGHTS AGREEMENT:

- By agreement between Novi Promenade Associates Limited Partnership, a Michigan
limited partnership, and Sam's Real Estate Business Trust, a Delaware statutory trust,
dated April 29, 2005 and recorded November 1, 2005 in Liber 36534, Page 100.

**DECLARATION AS TO ALLOCATION OF COMMON AREA MAINTENANCE FEE AND
ADMINISTRATIVE FEE:**

- By declaration between Novi Promenade Associates Limited Partnership, a Michigan
limited partnership, and Sam's Real Estate Business Trust, a Delaware statutory trust,
dated April 29, 2005 and recorded November 1, 2005 in Liber 36534, Page 106.

STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT:

- By agreement by and between Novi Promenade Associates Limited Partnership, and City
of Novi, dated June 22, 2005 and recorded September 8, 2006 in Liber 38085, Page 554.

MORTGAGE:

- Mortgagee: The Huntington National Bank, a national banking association
Mortgagor: Tampa Associates Limited Partnership
Co-Borrower: Arnold Aronoff
Co-Borrower: Arnold Aronoff, trustee of Arnold Y Aronoff Revocable Trust u/a/d
December 11, 1996
Dated Date: May 14, 2007
Recorded Date: June 14, 2007
Amount: \$2,500,000
Liber 39243, Page 614

SHERIFF'S DEED ON MORTGAGE SALE:

- By deed from Deputy Sheriff in Oakland County, to Fourteen Corporation, assignee of The Huntington National Bank, dated July 20, 2010 and recorded August 5, 2010 in Liber 42266, Page 589. The mortgage being foreclosed on was made by Tampa Associates Limited Partnership a/k/a Novi Promenade Associates Limited Partnership to Fourteen Corporation, as Assignee of The Huntington National Bank, dated December 29, 2003 and recorded February 10, 2004 in Liber 32176, Page 35.
NOTE: Affidavit to Correct Sheriff's Deed by Fourteen Corporation, to correct legal description dated November 9, 2010 and recorded November 12, 2010 in Liber 42548, Page 717

AFFIDAVIT OF PURCHASER:

- By Affidavit, naming Designee, and calculating redemption amount(s), dated July 16, 2010 and recorded October 12, 2010 in Liber 42266, Page 594.

AFFIDAVIT REGARDING PAYMENT OF TAXES:

- By Affidavit, from Fourteen Corporation to Any party redeeming from foreclosure sale, dated November 22, 2010 and recorded December 1, 2010 in Liber 42597, Page 249.

Tax Identification No. 50-22-17-101-028

NOTE: 2010 Summer and Winter taxes are EXEMPT

SEV \$0

Taxable Value \$0

Principal Residence Status 0%

Fidelity National Title Insurance Company

By _____

Rob Bale

NO SEARCH has been made for any instrument, however designated, which has been filed as a financing statement pursuant to the Uniform Commercial Code.

NO SEARCH of the records of the Circuit, Probate or other Courts, or of any records other than those in the office of the Register of Deeds, has been made.

All easements, restrictions, agreements, and rights of ways, whether or not shown in the public records are not examined.

THE ABOVE INFORMATION IS TO BE USED FOR REFERENCE PURPOSES ONLY. IT IS NOT TO BE RELIED UPON AS EVIDENCE OF TITLE AND/OR ENCUMBRANCES NOR AS EVIDENCE OF COMPLIANCE WITH ANY OF THE PROVISIONS OF PUBLIC ACT 123 OF 1999, INCLUDING BUT NOT LIMITED TO, THOSE PROVISIONS OF THE ACT PERTAINING TO NOTICE TO INTERESTED PARTIES. THE ISSUANCE OF THIS PRODUCT IS NOT TO BE CONSTRUED AS CONSTITUTING A CONTRACT FOR THE FURNISHING OF TITLE SEARCHES, AS CONTEMPLATED UNDER SAID ACT. 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. THE COMPANY RESERVES THE RIGHT TO DECLINE ANY APPLICATION FOR THE ISSUANCE OF A POLICY OF TITLE INSURANCE BASED UPON THE INFORMATION CONTAINED HEREIN.

RIDER "A"

PARCEL 1:

Part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Beginning at a point distant South 00 deg. 19' 49" East 440 feet from the Northwest section corner; Thence North 90 deg. 00' 00" East 50 feet; Thence South 00 deg. 19' 49" East 809.96 feet; Thence South 90 deg. 00' 00" West 50 feet; Thence North 00 deg. 19' 49" West 809.96 feet to the point of beginning.

Tax Item No. 50-22-17-101-028