



**CITY of NOVI CITY COUNCIL**

**Agenda Item G  
January 12, 2015**

**SUBJECT:** Acceptance of a warranty deed from Varsity Lincoln Properties, LLC. for the master planned 60-foot right-of-way along the east side of Wixom Road (Parcel 22-17-101-029) as part of the Varsity Lincoln Display Lot development.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *RMS BIC*

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

**BACKGROUND INFORMATION:**

The developer of the Varsity Lincoln Display Lot, Varsity Lincoln Properties, LLC, is requesting acceptance of the warranty deed conveying the master planned right-of-way (10-foot proposed in addition to the existing 50-foot right-of-way) for Wixom Road along the frontage of the site. The Varsity Lincoln Display Lot is located on Wixom Road south of Grand River Avenue (see attached map). The developer is offering the donation of the master planned right-of-way for Wixom Road as part of the approved site plan.

The enclosed warranty deed has been favorably reviewed by the City Attorney (Beth Saarela's December 11, 2014 letter, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Acceptance of a warranty deed from Varsity Lincoln Properties, LLC. for the master planned 60-foot right-of-way along the east side of Wixom Road (Parcel 22-17-101-029) as part of the Varsity Lincoln Display Lot development.

	1	2	Y	N
Mayor Gaff				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

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



# Varsity Lincoln Display Lot

## Right-of-Way Dedication

50-22-17-101-017

Proposed ROW

50-22-17-101-029

50-22-17-101-030

Map Author: A. Wayne  
 Date: January 5, 2015  
 Project:  
 Version #:

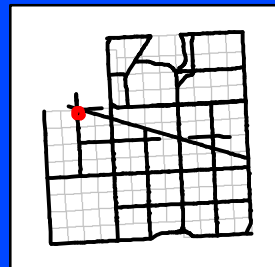
Amended By:  
 Date:  
 Department:

**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.

### Map Legend

- Right of Way**
- Dedicated
  - Prescriptive
  - Private
  - Proposed



**City of Novi**  
 Engineering Division  
 Department of Public Services  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)



1 inch = 58 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.johnsonrosati.com

December 11, 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: Varsity Lincoln Display Lot, JSP 13-0067**  
***Review for Acceptance – Right-of-Way***

Dear Mr. Hayes:

We have received and reviewed the following documents for the Varsity Lincoln Display Lot:

- Warranty Deed for Wixom Road Right-of-Way
- Commitment for Title Insurance

**Warranty Deed for Eleven Mile ROW**

Varsity Lincoln Properties, LLC seeks to convey the Wixom Road right-of-way adjacent to the Varsity Lincoln Display Lot to the City for public road purposes. The enclosed Warranty Deed is acceptable for this purpose.

The Warranty Deed should be placed on an upcoming City Council Agenda for consideration for final acceptance. Once accepted, the Warranty Deed 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

December 11, 2014

Page 2

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)
- Adam Wayne, Construction Engineer (w/Enclosures)
- Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
- Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)
- Sue Troutman, City Clerk's Office (w/Enclosures)
- Rick Castaws, Varsity Lincoln
- Thomas R. Schultz, Esquire (w/Enclosures)

## **WARRANTY DEED**

The Grantor, VARSITY LINCOLN PROPERTIES, LLC, a Michigan limited liability company, whose address is 885 N. Holbrook, Plymouth, Michigan 48170, conveys and warrants to the City of Novi, whose address is 45175 W. 10 Mile Road, Novi, Michigan 48375, the following described premises in the City of Novi, County of Oakland and State of Michigan:

The westerly 10 feet of the following described parcel of land in the City of Novi, Oakland County, Michigan, T1N, R8E, Sec 17, part of the NW ¼: beginning at a pt distant S 00-19-49 E 440 ft. & N 90-00-00 E 50 ft. from the NW section corner, thence N 90-00-00 E 343.13 ft., thence S 00-00-00 E 200 ft., thence S 90-00-00 W 341.97 ft., thence N 00-19-49 W 200 ft. to the point of beginning.

More commonly known as: Vacant Land  
Part of Parcel ID: 50-22-17-101-029

For the sum of Ten Dollars (\$10.00).

This property may be located within the vicinity of farmland or farm operations. 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 any lawfully available division under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

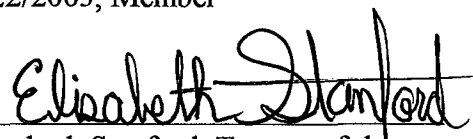
This Deed is exempt from county transfer tax pursuant to M.C.L.A. 207.505(a). This Deed is exempt from state transfer tax pursuant to M.C.L.A. 207.526(a).

Subject to easements and building and use restrictions of record.

Dated this 20th day of November, 2014.

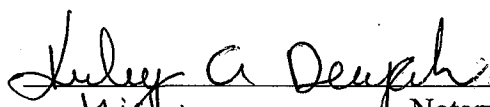
VARSIY LINCOLN PROPERTIES, LLC,  
a Michigan limited liability company

By:   
Michael J. Stanford, Trustee of the  
Michael J. Stanford Trust, Dated  
8/22/2003, Member

By:   
Elisabeth Stanford, Trustee of the  
Elisabeth Stanford Trust, Dated  
8/22/2003, Member

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF Washtenaw )

The foregoing instrument was acknowledged before me this 20th day of ~~October~~ November, 2014, by Michael J. Stanford, Trustee of the Michael J. Stanford Trust, Dated 8/22/2003, and Elisabeth Stanford, Trustee of the Elisabeth Stanford Trust, Dated 8/22/2003, Members of Varsity Lincoln Properties, LLC, a Michigan limited liability company.

  
\_\_\_\_\_  
Michigan, Notary Public  
Oakland County, Michigan  
Acting in the County of Washtenaw  
My commission expires: April 29 2021

Drafted By And When Recorded, Return To:

Send Subsequent Tax Bills To:

George M. Malis, Esq.  
Abbott Nicholson, P.C.  
300 River Place, Suite 3000  
Detroit, Michigan 48207-4225

Grantee

Tax Parcel #: \_\_\_\_\_ Recording Fee: \_\_\_\_\_ Transfer Tax: \$0.00

**Remit Payment To:**  
HBI Title Services, Inc.  
7575 Huntington Park Drive  
Columbus, OH 43235

**INVOICE**

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**Billed To:**

**Invoice No.:**  
**Invoice Date:** November 18, 2014  
**Please Pay Before:** November 18, 2014  
**Our File Number:** HU11050040MIC  
**Your Reference Number:** VARSITY LINCOLN PROP

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**Property:**  
+/- 1.57 Acres Wixom Road  
Novi, MI  
Oakland County

**Brief Legal:**

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<b>DESCRIPTION</b>	<b>AMOUNT</b>
Title Search Fee	100.00
<b>Invoice Total Amount Due</b>	<b>\$ 100.00</b>

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Revision No. 1

Agent: HBI Title Services, Inc.

**TITLE SEARCH REPORT  
ISSUED BY  
TitleWave Real Estate Solutions**

THE ATTACHED TITLE SEARCH REPORT IS ISSUED FOR USE OF THE AGENT LISTED, HEREIN 'AGENT', A POLICY ISSUING AGENT FOR THE FIDELITY GROUP OF TITLE INSURANCE COMPANIES, HEREIN 'THE COMPANY', AND IS TO BE USED ONLY BY AGENT IN THE EXAMINATION AND DETERMINATION OF THE INSURABILITY OF TITLE TO THE PROPERTY DESCRIBED HEREIN IN CONJUNCTION WITH THE ISSUANCE OF FIDELITY GROUP OF TITLE INSURANCE COMPANIES' COMMITMENTS, POLICIES AND ENDORSEMENTS. USE OF THE ATTACHED TITLE SEARCH REPORT FOR ANY OTHER PURPOSE IS NOT AUTHORIZED. THE ATTACHED TITLE SEARCH REPORT MAY NOT BE RELIED UPON BY ANY OTHER PARTY NOR MAY IT BE RELIED UPON FOR ANY OTHER PURPOSE. NO LIABILITY IS ASSUMED BY THE FIDELITY GROUP OF TITLE INSURANCE COMPANIES FOR ANY UNAUTHORIZED USE OR RELIANCE. ANY LIABILITY UNDER THE ATTACHED TITLE SEARCH REPORT IS LIMITED TO THE LIABILITY UNDER THE FIDELITY GROUP OF TITLE INSURANCE COMPANIES' COMMITMENTS, POLICY OR POLICIES ISSUED PURSUANT TO THIS TITLE SEARCH REPORT.

The Agent who examines this Title Search Report must follow all underwriting guidelines set forth in the underwriting Manual and Bulletins issued by the Fidelity Group of Title Insurance Companies. The Agent is responsible for obtaining proper "Hi-Liability" approval, when applicable, in accordance with their agency contract. The agent is responsible for obtaining appropriate updates or continuations of this Title Search Report prior to the issuance of any commitment or policy in accordance with prudent underwriting practices and the Fidelity Group of Title Insurance Companies' guidelines. The Agent is responsible for any errors, omissions, defects, liens, encumbrances or adverse matters not shown by this Title Search Report but known to or discovered by the Agent prior to the issuance of a Fidelity Group of Title Insurance Companies commitment, policy or endorsement.

This Title Search Report does not insure or guarantee the validity or sufficiency of any documents attached, nor is it to be considered a title insurance commitment and/or title insurance policy, an opinion of title, an ownership and encumbrance report, a guarantee of title or as any other form of guarantee or warranty of title. Subject to the limitations above, the Company is responsible for any errors, omissions, defect, liens, encumbrances, or adverse matters of record, prior to the date of this search and not known or discovered by agent prior to the issuance of the policy of insurance.



**TitleWave Real Estate Solutions**  
**TITLE SEARCH REPORT**  
SCHEDULE A

Ref: +/- 1.57 Acres Wixom Rd, Novi, MI

AGENT: HBI Title Services, Inc.

Revision No. 1  
CASE NO.: 3974471

1. EFFECTIVE DATE: November 03, 2014 at 8:00 a.m.

2. POLICY OR POLICIES TO BE ISSUED:

Policy to be issued:  
ALTA Owners 2006  
Proposed Insured: Prospective Purchaser  
Amount of Insurance: To Be Determined

Policy to be issued:  
ALTA Loan 2006  
Proposed Insured: The Huntington National Bank, its successors and/or assigns  
Amount of Insurance: To Be Determined

3. TITLE TO THE FEE SIMPLE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:

Varsity Lincoln Properties, LLC, a Michigan limited liability company

4. ~~THE LAND REFERRED TO IN THIS REPORT IS IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS:~~

SEE ATTACHED EXHIBIT "A"

**Exhibit "A"**

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

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 degrees 19 minutes 49 seconds East, 440 feet and North 90 degrees 00 minutes 00 seconds East, 50 feet, from the Northwest Section corner; thence North 90 degrees 00 minutes 00 seconds East, 343.13 feet; thence South 00 degrees 00 minutes 00 seconds East, 200 feet; thence South 90 degrees 00 minutes 00 seconds West, 341.97 feet; thence North 00 degrees 19 minutes 49 seconds West, 200 feet to the point of beginning.

## REQUIREMENTS

The following are the requirements to be complied with:

1. Standard requirements set forth in jacket.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
3. Pay us the premiums, fees and charges for the policy.

"Note for Information: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary".

4. Submit a satisfactory estoppel affidavit executed by recited purchaser to The Huntington National Bank.
5. Submit Articles of Organization, LLC Status Certificate from the Secretary of State, Operating Agreement and all amendments and Roster of Members relative to recited owner. This commitment may be subject to such further requirements as deemed necessary after examination of the aforementioned documents.
6. Warranty Deed from recited owner, by all of it's Managing Members to recited purchaser.
7. Upon supplying the identity of the Proposed Insured and/or the amount of the policy to the Company, this commitment may be subject to such further requirements as may then be deemed necessary.
8. Mortgage executed by recited purchaser to recited mortgagee in the amount indicated.
9. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

### 10. PAYMENT OF TAXES:

Tax Identification Number 50-22-17-101-029.

2013 Winter tax paid in the amount of \$2,128.08.

2014 Summer tax paid in the amount of \$5,785.39.

The 2014 Winter tax is due and payable as of December 1, 2014. The amount of said tax is currently unavailable. However, proof of payment of said tax must be submitted to the Company or the policy to be issued will contain exceptions to said tax.

SEV \$148,750.00.

Taxable Value \$148,750.00.

Principle Residence Status 0%.

**REQUIREMENTS**  
continued

In accordance with the terms and provisions of the Commitment jacket, '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'.

NOTE: In the event that 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.

### EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Standard exceptions set forth in jacket.
2. 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.
3. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principle residence exemption status for the insured premises.
4. Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109(3) of the Land Division Act, as amended.
5. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
6. Terms, conditions and provisions which are recited in Certificate of Occupancy recorded in Liber 7467, Page 503 and in Liber 7459, Page 356.
7. Water Main Easement In favor of the City of Novi, a Michigan Municipal Corporation, as recorded in Liber 20010, Page 716 and in Liber 20010, Page 718.
8. Terms, conditions and provisions which are recited in Easement Agreement for Access and Utilities by and between The Star Group, Inc., a Michigan corporation and Landon Development Corporation, a Michigan corporation recorded in Liber 25210, Page 724.
9. Terms, conditions and provisions which are recited in Operation and Easement Agreement by and between Target Corporation, a Minnesota corporation and Landon Development Corporation, a Michigan corporation recorded in Liber 25885, Page 164. First Amendment to Operation and Easement Agreement by and between Target Corporation, a Minnesota corporation and Novi Promenade Associates Limited Partnership, a Michigan limited partnership recorded in Liber 35814, Page 626.
10. Storm Drainage Facility Maintenance Easement Agreement In favor of the City of Novi, as recorded in Liber 38085, Page 554.
11. Terms, conditions and provisions which are recited in Affidavit Providing Notice of Consent Judgment by the City of Novi recorded in Liber 23639, Page 92.
12. Terms, conditions and provisions which are recited in Judgment for Disconnection of Lands from Village of Novi recorded in Liber 4768, Page 83.
13. Terms, conditions and provisions which are recited in Easement Agreement by and between Novi Promenade Associates Limited Partnership, a Michigan limited partnership and Stanford Brothers Properties, a Michigan co-partnership recorded in Liber 27295, Page 419.
14. 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.

**EXCEPTIONS**  
continued

NOTE: This report and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.



LIBER 4735, PAGE 155  
\$16.00 DEED - COUNTY  
\$4.00 REMONUMENTATION  
\$327.25 TRANSFER TAX COUNTY  
08/29/2014 03:56:16 PM RECEIPT# 84453  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

OAKLAND COUNTY TREASURERS CERTIFICATE  
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any Individual against the within description and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records in the office except as stated.

AUG 29 2014

ANDREW E. MEISNER, County Treasurer  
Sec. 135, Act 206, 1893 as amended *RSO*

1.00

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX  
OAKLAND 08/29/2014 84453  
\$327.25 CO  
\$ .00 ST  
000942130

WARRANTY DEED

The Grantor, 886 MILL STREET, LLC, a Michigan limited liability company, 885 N. Holbrook, Plymouth, Michigan 48170, conveys and warrants to VARSITY LINCOLN PROPERTIES, LLC, a Michigan limited liability company, whose address is 885 N. Holbrook, Plymouth, Michigan 48170, the following described premises in the City of Novi, County of Oakland, State of Michigan:

See Exhibit "A", attached hereto and incorporated herein by this reference

For the sum of Two Hundred Ninety-seven Thousand Five Hundred Dollars (\$297,500).

This property may be located within the vicinity of farmland or farm operations. 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 any lawfully available division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967

This Deed is exempt from state transfer tax pursuant to M.C.L.A. 207.526(t).

Subject to easements and restrictions of record.

Dated this 25th day of August, 2014.

886 MILL STREET LLC

By: *[Signature]*

*Michael Santos*

Its: President.

3P  
R  
O

RECORDED  
OAKLAND COUNTY  
REGISTER OF DEEDS  
2014 AUG 29 PM 3:46

OK - LG

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF Livingston)

The foregoing instrument was acknowledged before me this 25th day of August, 2014, by Michael J. Stanford, the Sole Member of 886 MILL STREET, LLC, a Michigan limited liability company, on behalf of such company.

*Michael J. Stanford*  
*REBECCA A. GADD*  
Print Name: \_\_\_\_\_  
Notary Public, State of MICHIGAN  
County of LIVINGSTON  
My Commission Expires APR 26, 2015  
Acting in the County of Oakland  
My Commission Expires APR 26, 2015

Drafted By And When Recorded, Return To:

George M. Malis, Esq.  
Abbott Nicholson, P.C.  
300 River Place, Suite 3000  
Detroit, Michigan 48207-4225

Send Subsequent Tax Bills To:

Grantee

*VL Properties*  
*P.O. Box 74218*  
*Plymouth MI*  
*481*

Tax Parcel #: 50-22-17-101-029

Recording Fee: \_\_\_\_\_

Transfer Tax: \$: 327.25

**EXHIBIT "A"**

**DESCRIPTION OF REAL ESTATE**

**Land situated in the City of Novi, County of Oakland, and State of Michigan, described as:**

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 degrees 19 minutes 49 seconds East, 440 feet and North 90 degrees 00 minutes 00 seconds East, 50 feet, from the Northwest Section corner; thence North 90 degrees 00 minutes 00 seconds East, 343.13 feet; thence South 00 degrees 00 minutes 00 seconds East, 200 feet; thence South 90 degrees 00 minutes 00 seconds West, 341.97 feet; thence North 00 degrees 19 minutes 49 seconds West, 200 feet to the point of beginning.

Tax Identification Number: ~~0~~22-17-101-029.

Commonly known as: Vacant Land located on Wixom Road, Novi, Michigan.