




CITY of NOVI CITY COUNCIL

**Agenda Item Q
August 8, 2016**

SUBJECT: Acceptance of a warranty deed for the dedication of parcel 22-14-376-008 and sidewalk easement over parcel 22-14-376-010 from WPS Novi, LLC for the purpose of reconstructing Crescent Boulevard east of Novi Road.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division 

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

WPS Novi, LLC is requesting acceptance of the warranty deed conveying the portion of Crescent Boulevard east of Town Center Drive (parcel 22-14-376-008) for the purpose of reconstructing Crescent Boulevard. The proposed reconstruction will realign the median crossovers to improve vehicle circulation and safety and add a roundabout at the intersection of Crescent Boulevard and Town Center Drive. WPS Novi, LLC is also requesting the acceptance of a sidewalk easement over the adjacent pathway (parcel 22-14-376-010) to grant the City access to maintain the area (see attached map). Parcel 22-14-376-008 encompasses Crescent Boulevard east of Town Center Drive with parcel 22-14-376-010 adjacent to it directly to the south. The construction contract award for this project is proposed for consideration elsewhere on this agenda.

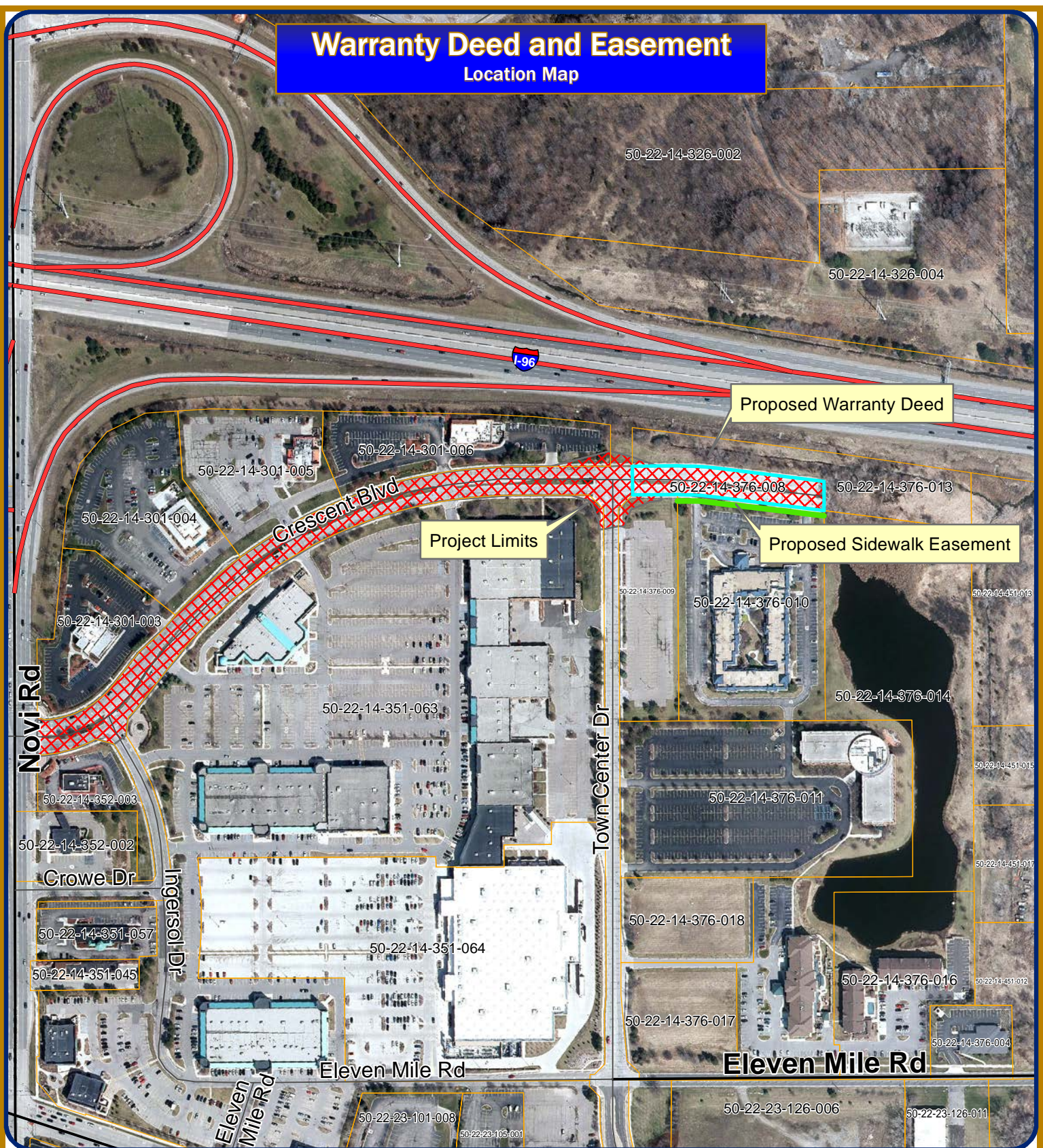
The enclosed warranty deed has been favorably reviewed by the City Attorney (Beth Saarela's July 25, 2016 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Acceptance of a warranty deed from Singh IV Limited Partnership for the dedication of parcel 22-14376-013 for the purpose of reconstructing Crescent Boulevard east of Novi Road.

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

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

Warranty Deed and Easement Location Map

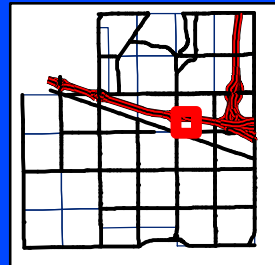


Map Author: A. Wayne
Date: 7/28/2016
Project:
Version #:

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 = 350 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@jrslaw.com

www.johnsonrosati.com

July 25, 2016

Adam Wayne, Civil Engineer
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: *Crescent Boulevard Reconstruction (Town Center Drive to Novi Road) –
Warranty Deed and Sidewalk Easement – WPS Novi, LLC***

Dear Mr. Wayne:

We have received and reviewed the enclosed executed original Limited Warranty Deed and Sidewalk Easement over parcels 22-14-376-010 and 22-14-376-008 owned by WPS Novi, LLC. The deed for right-of-way and Sidewalk Easement were donated by the property owner for the purpose of reconstructing Crescent Boulevard between Novi Road and Town Center Drive. The original Limited Warranty Deed and Sidewalk Easement are properly executed and should be placed on an upcoming City Council Agenda for acceptance. Once accepted, they should be recorded with the Oakland County Register of Deeds in the usual manner. The Partial Discharge of Mortgage provided by the lender with a mortgage on the deed parcel, should also be recorded at the time the Limited Warranty Deed is recorded.

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

C: Cortney Hanson, Clerk (w/Original Enclosures)
Rob Hayes, DPS Director (w/Enclosures)
Sue Troutman, Clerk's Office (w/Enclosures)
Thomas R. Schultz, Esquire

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that WPS NOVI, LLC, a Delaware limited liability company, whose address is 1575 Welton Street, Suite 300, Denver, CO 80202, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375, a permanent easement for a public non-motorized pathway over across and through a portion of the property located in Section 14, T.1N., R.8E., City of Novi, Oakland County, State of Michigan and more particularly described as follows:

Parcel No. 22-14-376-010 and 22-14-376-008, described as the "Parent Parcel" on the attached Exhibit A (the "Property").

Such portion of the Property which is subject to a permanent easement for the public walkway pursuant to the terms hereof is more particularly described as follows:

The north 10 feet of the Property as described and depicted as the "Proposed Sidewalk Easement" or "Proposed Sidewalk Easement Area" on the attached and incorporated Exhibit A (the "Easement Area").

Grantee may enter upon up to 5 feet of the Property adjacent to said Easement Area only to the extent necessary for the purpose of exercising the rights and privileges granted herein.

Grantee may, construct, install, repair, replace, improve and maintain a non-motorized sidewalk in the Easement Area as shown in the attached and incorporated Exhibit A.

Construction activities required for the construction of an 8 foot wide asphalt non-motorized pathway.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, through, or under the above-described Easement Area, except that the Grantor may construct and/or install surface or sub-surface improvements to the property, including paved driveways, parking and/or walkways, landscaping, utilities and/or similar improvements, which improvements do not interfere in any material manner with use, operation, maintenance, repair and replacement of the sidewalk in the Easement Area shown on the attached and incorporated Exhibit A.

All portions of the Property damaged or disturbed by Grantee's exercise of its easement rights hereunder, shall be restored by Grantee in all material respects to the condition that existed prior to the damage or disturbance.

While this easement is in effect, Grantee shall maintain in effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$1,000,000.00 which policy shall not preclude recovery by a named or additional insured as a result of the negligence of any other named or additional insured under said policy. Said policy shall be written by an insurance company authorized to do business in the State of Michigan and shall name Grantor as an additional insured. The policy shall describe the insured premises as the Easement Area in the same manner as the Easement Area is described in this Agreement together with such adjacent land as may be entered upon by Grantee in exercising its rights and privileges under this Agreement. The policy or policies must also contain an endorsement that the insurance will not be canceled, that no changes will be made in the policy that change, restrict, or reduce the insurance provided, and that the name of the insured will not be changed, without first giving Grantor thirty (30) days written notice. Grantee shall provide evidence of such coverage to Grantor.

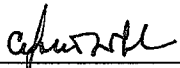
This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

This easement shall allow public non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the Easement Area on and subject to the terms hereof.

Dated this 18 day of July, 2016.

GRANTOR

WPS NOVI, LLC, a Delaware limited liability company

By: 
Harris White, Vice President

STATE OF COLORADO)
COUNTY OF DENVER) SS

The foregoing instrument was acknowledged before me this 18th day of July, 2016, by Harris White, the Vice President of WPS NOVI, LLC, a Delaware limited liability company, on its behalf.

DEBRA S. KEESLING
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144013534
My Commission Expires Mar. 27, 2018

Debra S. Keesling
Notary Public
Mar 27, 2018
My Commission Expires:

Drafted by:

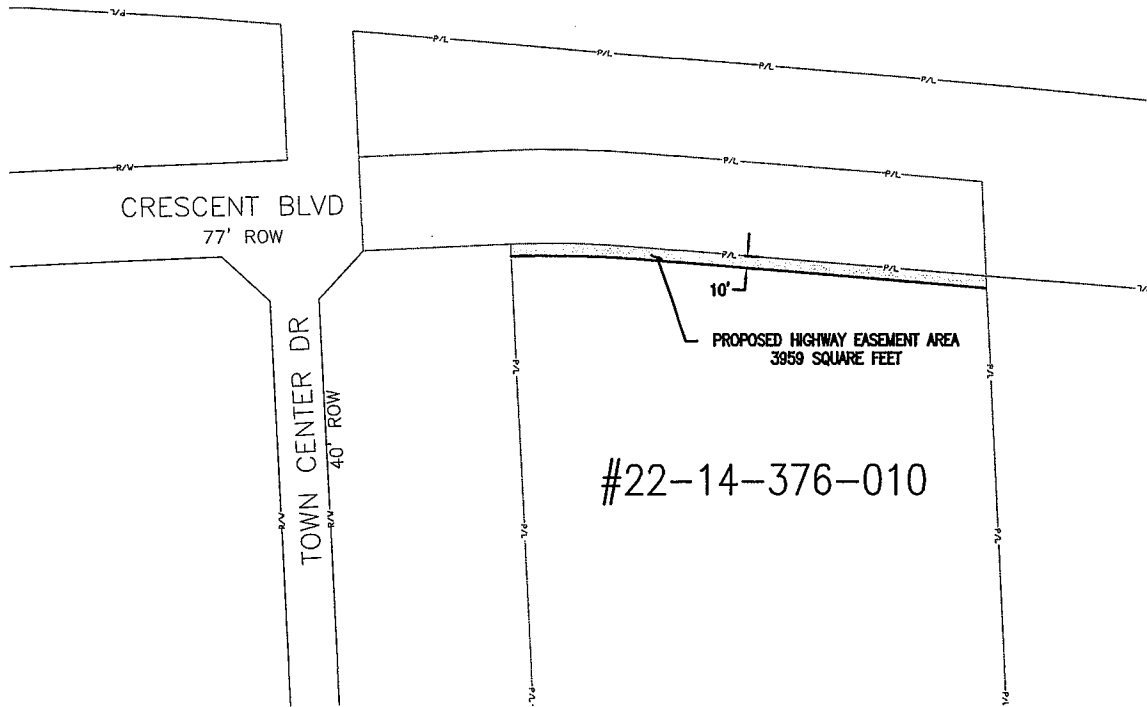
Elizabeth Kudla Saarela
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile
Novi, MI 48375

PROPOSED HIGHWAY EASEMENT



EXHIBIT A



PARENT PARCEL DESCRIPTION
AS PROVIDED

T1N, R8E, SEC 14 PART OF SW 1/4 BEG AT PT DIST S 87-28-51 W 1050.77 FT & N 02-40-33 W 963 FT & N 87-19-27 E 159 FT FROM S 1/4 COR, TH N 02-40-33 W 608.10 FT, TH ALG CURVE TO RIGHT, RAD 789.97 FT, CHORD BEARS S 88-56-50 E 102.75 FT, DIST OF 102.82 FT, TH S 85-13-06 E 293.12 FT, TH S 02-40-33 E 563.38 FT, TH S 87-19-27 W 393.17 FT TO BEG

PROPOSED HIGHWAY EASEMENT LEGAL DESCRIPTION

THE NORTH TEN FEET OF THE PARENT PARCEL.

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CLIENT

CITY OF NOVI

THOMAS W. ROBERTS
REGISTERED LAND SURVEYOR NO. 58193

PARCEL ID
22-14-376-010



SURFACE TRANSPORTATION
GRAND RAPIDS, SOUTHFIELD, TRAVERSE CITY

LEGEND
ROW LINE — R/W —
PROPERTY LINE — P/L —
EASEMENT LINE - - - - -

CRESCENT
BOULEVARD

SCALE: 1"=150'

DATE: 07.01.2016
JOB NO. 60446140

PAGE 1 OF 1

PARTIAL DISCHARGE OF MORTGAGE

Drafted by:
Catherine Hance
Davis Graham & Stubbs LLP
1550 Seventeenth Street, Suite 500
Denver, Colorado 80202

Know All Men by These Presents, That WESTERN ALLIANCE BANK, an Arizona corporation, whose address is One East Washington Street, Suite 1400, Phoenix, AZ 85004, does hereby certify, that a certain FUTURE ADVANCE MORTGAGE dated the 16th day of July, 2015 made and executed by WPS NOVI, LLC, a Delaware limited liability company of the first part, to GENERAL ELECTRIC COMPANY, a New York corporation, successor by merger to GENERAL ELECTRIC CAPITAL CORPORATION, of the second part, and recorded in the Register's Office for the County of OAKLAND and State of Michigan, in Liber 48433 on Page 158 on the 24th day of July, 2015, as assigned pursuant to the ASSIGNMENT OF FUTURE ADVANCE MORTGAGE recorded in the Register's Office for the County of OAKLAND and State of Michigan, in Liber 49450 on Page 94 on the 8th day of June, 2016 and the ASSIGNMENT OF FUTURE ADVANCE MORTGAGE recorded in the Register's Office for the County of OAKLAND and State of Michigan, in Liber 49450 on Page 97 on the 8th day of June, 2016 is partially satisfied and discharged with respect to the real property described on Exhibit A attached hereto and incorporated herein ONLY (the "Released Property") and remains in full force and effect with respect to the entirety of the terms and provisions thereof except with respect to the Released Property.

Dated this 21st day of July, 2016.

Signed in the presence of.

WESTERN ALLIANCE BANK,
an Arizona corporation

By: 

David Kuivinen, Vice President

Notary Acknowledgment for Partial Discharge of Mortgage (WPS NOVI, LLC)
Tax Number: 22-14-376-008

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 21st day of July, 2016 by David Kuivinen, Vice President of Western Alliance Bank, an Arizona corporation, on behalf of the corporation.

Jennifer Pollack
Notary Public,
Maricopa County, Arizona

My commission expires: March 30, 2018

When Recorded return to:

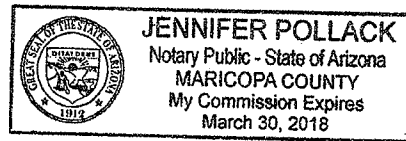


EXHIBIT A – LEGAL DESCRIPTION OF RELEASED PROPERTY

City of Novi, County of Oakland, State of Michigan

PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 14; THENCE ALONG THE SOUTH SECTION LINE SOUTH 87° 28' 51" WEST, 1050.77 FEET AND NORTH 02° 40' 33" WEST, 1533.10 FEET AND NORTH 42° 19' 27" EAST, 53.74 FEET TO THE POINT OF BEGINNING AND PROCEEDING THENCE SOUTH 87° 19' 27" WEST, 116.00 FEET; THENCE NORTH 02° 40' 33" WEST, 77.00 FEET; THENCE NORTH 87° 19' 27" EAST, 237.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 866.97 FEET, CENTRAL ANGLE 07° 27' 27" (RECORDED AS CENTRAL ANGLE 07° 07' 27"), AN ARC DISTANCE OF 112.84 FEET, CHORD BEARING SOUTH 88° 56' 50" EAST, 112.76 FEET; THENCE SOUTH 85° 13' 06" EAST, 283.04 FEET; THENCE SOUTH 02° 40' 39" EAST, 77.66 FEET; THENCE NORTH 85° 13' 06" WEST, 293.12 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 789.97 FEET, CENTRAL ANGLE OF 07° 27' 27", AN ARC DISTANCE OF 102.82 FEET, CHORD BEARING NORTH 88° 56' 50" WEST, 102.75 FEET; THENCE SOUTH 87° 19' 27" WEST, 121.00 FEET TO THE POINT OF BEGINNING.

TAX NUMBER: 22-14-376-008

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that WPS NOVI, LLC, a Delaware limited liability company, whose address is 1575 Welton Street, Suite 300, Denver, CO 80202, conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 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 and subject to taxes and assessments that become a lien against the property after the date 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).

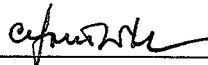
TO HAVE AND TO HOLD the property together with improvements located thereon and all rights appurtenant thereto, subject to taxes and assessments that become a lien against the property after the date hereof, unto grantee, to warrant and forever defend the property, grantee and its successors and assigns, against grantor and every person claiming by, through or under grantor, subject only to taxes and assessments that become a lien against the property after the date hereof.

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 18 day of July, 2016.

GRANTOR:

WPS NOVI, LLC, a Delaware limited liability company

By: 
Harris White, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 18th day of July, 2016, before me, personally appeared the above named Harris White, the Vice President of WPS Novi, LLC, a Delaware limited liability company, and to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

DEBRA S. KEESLING
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144013534
My Commission Expires Mar. 27, 2018

Debra S. Keesling
Notary Public
Acting in Denver, Colorado
My commission expires 3/27/18

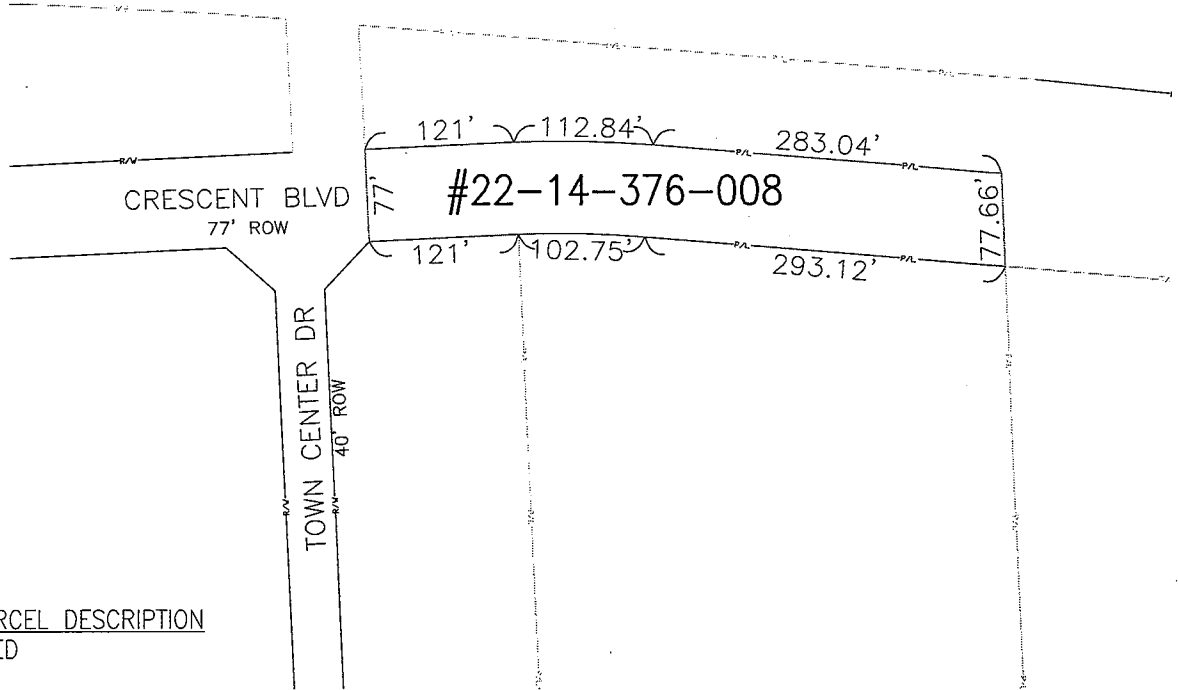
When Recorded Return to: Cortney Hansons, Clerk City of Novi 45175 Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth K. Saarela 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331
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Job No. _____ Recording Fee _____ Transfer Tax _____

WARRANTY DEED EXHIBIT



EXHIBIT A

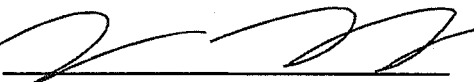



PARENT PARCEL DESCRIPTION AS PROVIDED

City of Novi, County of Oakland, State of Michigan
 Town 1 North, Range 8 East, Section 14, part of the Southwest 1/4 beginning at point distant South 87 degrees 28 minutes 51 seconds West 1050.77 feet and North 02 degrees 40 minutes 33 seconds West 1571.10 feet and North 87 degrees 19 minutes 27 seconds East 38 feet from South 1/4 corner; thence North 02 degrees 40 minutes 33 seconds West 77 feet; thence North 87 degrees 19 minutes 27 seconds East 121 feet; thence along curve to right, radius 866.97 feet, chord bears South 88 degrees 56 minutes 50 seconds East 112.76 feet; distant 112.84 feet; thence South 85 degrees 13 minutes 06 seconds East 283.04 feet; thence South 02 degrees 40 minutes 33 seconds East 77.66 feet; thence North 85 degrees 13 minutes 06 seconds West 293.12 feet; thence along curve to left, radius 789.97 feet; chord bears North 88 degrees 56 minutes 50 seconds West 102.75 feet; distant of 102.82 feet; thence South 87 degrees 19 minutes 27 seconds West 121 feet to beginning.

Note: This exhibit is graphic representation of the provided legal description and is not a boundary survey in compliance with the PA 132 of 1970.

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<p>CLIENT CITY OF NOVI</p>	 THOMAS W. ROBERTS REGISTERED LAND SURVEYOR NO. 58193	<p>PARCEL ID 22-14-376-008</p>
 SURFACE TRANSPORTATION GRAND RAPIDS, SOUTHFIELD, TRAVERSE CITY	<p>LEGEND ROW LINE — R/W — PROPERTY LINE — P/L — EASEMENT LINE - - - - -</p>	<p>CRESCENT BOULEVARD</p>
<p>SCALE: 1"=150'</p>	<p>DATE: 07.01.2016 JOB NO. 60446140</p>	<p>PAGE 1 OF 1</p>