



CITY OF NOVI CITY COUNCIL
JULY 13, 2026

SUBJECT: Approval of a warranty deed to dedicate 60 feet of half-width right-of-way along the south side of Thirteen Mile Road from Novara Properties, LLC as part of the Fresh Smart development (parcel 50-22-11-126-004).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This process is required to accept right-of-way dedications.
- This brings the segment to its full master planned right-of-way width.

BACKGROUND INFORMATION:

Novara Properties, LLC is requesting the acceptance of a Warranty Deed conveying 60 feet of proposed half-width right-of-way along the south side of Thirteen Mile Road. The proposed right-of-way dedication will bring this segment of Thirteen Mile Road to its full master planned half-width right-of-way of 60 feet.

The Warranty Deed has been approved by the City Attorney (Beth Saarela, May 13, 2026) and City's Engineering Consultant, Spalding DeDecker (May 6, 2026). The enclosed documents have been reviewed and are recommended for acceptance.

RECOMMENDED ACTION: Approval of a warranty deed to dedicate 60 feet of half-width right-of-way along the south side of Thirteen Mile Road from Novara Properties, LLC as part of the Fresh Smart development (parcel 50-22-11-126-004).

Fresh Smart Right-of-Way

Location Map

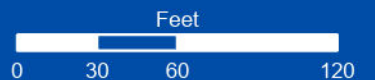


Fresh Smart
50-22-11-126-004



Legend

- | | | | |
|--|----------------|--|--------------|
| | Minor Road | | Dedicated |
| | Major Road | | Prescriptive |
| | Subject Parcel | | |
| | Tax Parcels | | |



Map Author: Kate Purpura
Map Print Date: 05/19/2026

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

May 13, 2026

Ben Croy, City Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Fresh Smart Market JSP25-008
Acceptance Documents**

Dear Mr. Croy:

We have received and reviewed the following original documents in connection with Fresh Smart Market Development:

- Sanitary Sewer System Easement (**Approved**)
- Warranty Deed (**Approved**)
- Partial Discharge of Mortgage (**Approved**)
- Title Search

We have the following comments:

Sanitary Sewer System Easement

The Owners of the Fresh Smart Market Property seek to convey the on-site Sanitary Sewer System Easement to the City. The Sanitary Sewer System Easement is in the City's standard format and is consistent with the title search provided. Subject to the approval of the exhibits by the City's Consulting Engineer, the Sanitary Sewer System Easement may be accepted by Affidavit of the City Engineer and recorded with the Oakland County Register of Deeds. The Sanitary Sewer is existing so no Bill of Sale has been provided.

Warranty Deed

The Warranty Deed for the 13 Mile Road Right-of-Way is in the City's Standard format and may be placed on an upcoming City Council Agenda for acceptance subject to approval of the exhibits by the City's Consulting Engineer. The Partial Release of Mortgage is acceptable as provided and should be recorded when the Warranty Deed is recorded with the Oakland County Register of Deeds.

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

Ben Croy, City Engineer
City of Novi
May 13, 2026
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Barb McBeth, City Planner
Lindsay Bell, Planner
Diana Shanahan, Planner
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Stacey Choi, Planning Assistant
Humna Anjum, Project Engineer
Kate Purpura, Project Engineer
Alyssa Craigie, Administrative Assistant
Sydney Waynick & Ted Meadows, Spalding DeDecker
Alisa Abecassis, Novara Properties
Thomas R. Schultz, Esquire

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Novara Properties, LLC, whose address is 53 Boulder View, Irvine, CA 92603 conveys and warrants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, that certain property identified in the attached Exhibit A situated in the City of Novi for right-of-way purposes, County of Oakland, State of Michigan, more particularly described as:

BEING A 60 FOOT WIDE RIGHT OF WAY DEDICATION BEING PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF SAID SECTION LINE 1 S87°09'12"W 5.56 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD (120 FEET WIDE), AND THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF NOVI ROAD (120 FEET WIDE) S02°48'35"E 60.00 FEET; THENCE PARALLEL TO SAID NORTH LINE OF SECTION S87°09'12"W 198.89 FEET; THENCE N02°51'23"W 60.00 FEET, TO A POINT ON SAID NORTH LINE OF SECTION; THENCE ALONG SAID LINE AND THE CENTERLINE OF THIRTEEN MILE ROAD, N87°09'12"E 198.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.27 ACRES OR 11,935 SQUARE FEET 1 MORE OR LESS

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).

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.

Signed this 16th day of April, 2026

Signed by:

Novara Properties, LLC
By: Alisa Abecassis
Its: Manager

J. 04/16/26

See Attached Notary Acknowledgement Certificate
OR
See Attached Notary Jurat Certificate

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of April, 2026 by Alisa Abecassis the Manager of Novara Properties, LLC, a Michigan limited liability company

Notary Public
_____ County, California
My Commission Expires:

When Recorded Return to: Cortney Hanson, Clerk City of Novi 45175 Ten Mile Road Novi, MI 48375-3024	Send Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, Michigan 48375	Drafted by: Elizabeth M. Kudla 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331
---	---	---

Part of Tax Parcel No. _____

Job No. _____ Recording Fee _____ Transfer Tax _____

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On 04/16/20 before me, Javid I. Amliwala, Notary Public,
(Here insert name and title of the officer)

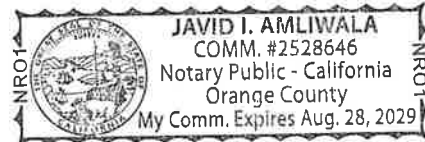
personally appeared Alisa AbeCassis,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

[Seal]
(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Warranty Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date 04/16/20

CAPACITY CLAIMED BY THE SIGNER

- Individual ~~(s)~~
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s) _____
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

RELEASE--PART OF MORTGAGED PREMISES BY CORPORATION-1398-(Rev. 1964)

Know all Men by these Presents, That United Bank of Michigan of 900 East Paris Avenue, SE, Grand Rapids, Michigan, a Corporation duly organized and existing under and by virtue of the laws of the State of Michigan, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby confessed, does hereby remise, release and discharge the premises hereinafter particularly described from the lien of a certain mortgage executed by

Novara Properties, LLC, a Michigan Limited Liability Company

to United Bank of Michigan dated July 29, 2021, and recorded in the office of the Register of Deeds for Oakland County, Michigan, in Liber **56732** of Mortgages, on page **629**;

Said above mentioned premises being situated in the City of Novi County of Oakland , and State of Michigan, and particularly described as follows:

See Exhibit "A"

It is hereby expressly understood that this release shall not affect or impair the security of said mortgage upon any portion of any premises, except the premises hereinabove described.

In Witness Whereof, The undersigned has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 15th day of April, 2026.

UNITED BANK OF MICHIGAN

By 
Brian D. Kelly
Its: Vice President
900 East Paris Avenue, SE
Grand Rapids, MI 49546

SEAL

STATE OF MICHIGAN, }ss

COUNTY OF KENT

On this 15th day of April, 2026 before me, a Notary Public in and for said County, appeared Brian D. Kelly to me personally known, who, by me duly sworn did say that He is the Vice President of the United Bank of Michigan, the Corporation named in and which executed the within instrument, and that the seal affixed to the said instrument is the corporate seal of the said Corporation and the said instrument was signed and sealed on behalf of the said Corporation by authority of its Board of Directors and the said Vice President acknowledges the said instrument to be the free act and deed of the said Corporation.

Document Prepared by and Return to:
Annamarie Heynen
United Bank of Michigan
900 East Paris Avenue, SE
Grand Rapids, MI 49546


A Heynen
Notary Public, Kent County, Michigan
Acting in Kent County, Michigan
My commission expires: 10/27/2032

EXHIBIT "A"

Legal Description

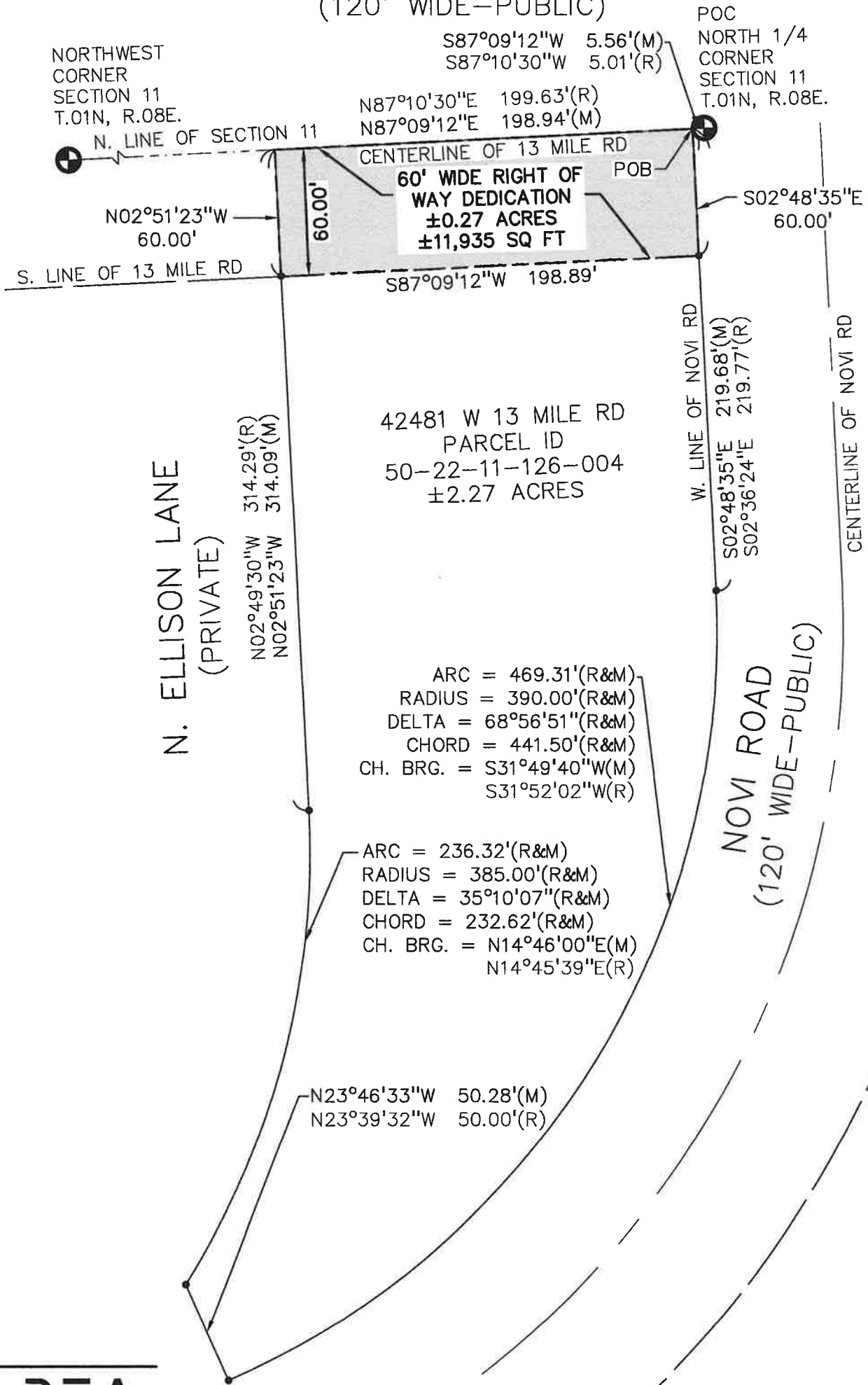
BEING A 60 FOOT WIDE RIGHT OF WAY DEDICATION BEING PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF SAID SECTION LINE 1 S87°09'12"W 5.56 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WESTERLY RIGHT OF WAY LINE OF NOVI ROAD (120 FEET WIDE), AND THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF NOVI ROAD (120 FEET WIDE) S02°48'35"E 60.00 FEET; THENCE PARALLEL TO SAID NORTH LINE OF SECTION S87°09'12"W 198.89 FEET; THENCE N02°51'23"W 60.00 FEET, TO A POINT ON SAID NORTH LINE OF SECTION; THENCE ALONG SAID LINE AND THE CENTERLINE OF THIRTEEN MILE ROAD, N87°09'12"E 198.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.27 ACRES OR 11,935 SQUARE FEET MORE OR LESS

EXHIBIT "A"
RIGHT OF WAY DEDICATION SKETCH

W. 13 MILE ROAD
(120' WIDE—PUBLIC)



T 844.813.2949
www.peagroup.com

AMAZINGROGROCERY
dba FRESHSMART
30120 JOHN R ROAD
MADISON HEIGHTS,
MICHIGAN 48071

SHEET 2 OF 2
DECEMBER 18, 2025
25-1456



**PREFERRED TITLE AGENCY OF ANN ARBOR
Title Search**

Title Search No.: PR112151-1

SCHEDULE A

1. Effective Date: October 14, 2025 at 5:00 p.m.
2. Policy or Policies to be issued:
 - (a) N/A
Proposed Insured: N/A

 - (b) N/A
Proposed Insured: N/A
3. The estate or interest in the land described or referred to in this Title Search is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
Novara Properties, LLC, a Michigan limited liability company
5. The land referred to in the Title Search is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Preferred Title Agency of Ann Arbor



Authorized Signatory
Examined By: Keeley Zabel

**SCHEDULE B - SECTION II
EXCEPTIONS**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Title Search treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

1. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
2. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
3. A mortgage for \$3,033,000.00 was given by Novara Properties, LLC, a Michigan limited liability company to United Bank of Michigan, dated July 29, 2021, recorded August 23, 2021, in Liber 56732, Page 629, Oakland County Records.
4. Assignment and Assumption of Lease Agreement dated July 27, 2021 to be recorded in the Oakland County Records.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
7. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
8. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
9. Taxes or special assessments which are not shown as existing liens by the Public Records.
10. 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.

SCHEDULE B - SECTION II

(Continued)

11. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
12. Security interest in fixtures, etc. given by RAC Novi, L.L.C. to ChoicePoint1, as evidenced by UCC Financing Statement recorded in Liber 39133, Page 860, and as amended in Liber 40010, Page 336, and as continued in Liber 43829, Page 141 and Liber 50087, Page 455, Oakland County Records.
13. Terms, Conditions and Provisions of Memorandum of Lease as set forth in Liber 36824, Page 664, Oakland County Records.
14. Terms, Conditions and Provisions of Easement as set forth in Liber 7402, Page 406, and in Liber 7402, Page 388, Oakland County Records.
15. Terms, Conditions and Provisions of Planned Unit Development Agreement as set forth in Liber 11963, Page 273, and as amended in Liber 12218, Page 187, in Liber 15367, Page 110, and in Liber 19623, Page 79, with Collateral Assignment of PUD Agreement recorded in Liber 12000, Page 126, Oakland County Records.
16. Declaration of Covenants, Conditions and Restrictions as recorded in Liber 13736, Page 507, and as re-recorded in Liber 15367, Page 216, Oakland County Records.
17. Jurisdiction of Sandstone Community Association as set forth in Liber 13736, Page 507, and in Liber 15367, Page 216, and as amended in Liber 14813, Page 572 and Liber 15815, Page 683, Oakland County Records.
18. Charges assessed by Sandstone Community Association, as fixed and determined in accordance with the By-Laws thereof, which if unpaid shall constitute a lien against subject property.
19. Terms, Conditions and Provisions of Highway and Utility Easement as set forth in Liber 14446, Page 900, and in Liber 14447, Page 5, Oakland County Records.
20. Terms, Conditions and Provisions of Sanitary Sewer Easement as set forth in Liber 14447, Page 1, and in Liber 14447, Page 6, Oakland County Records.
21. Terms, Conditions and Provisions of Development Rights Agreement as set forth in Liber 17552, Page 760, Oakland County Records.
22. Easement in favor of The Detroit Edison Company, as recorded in Liber 38744, Page 43, Oakland County Records.
23. Terms, Conditions and Provisions of Release of Slope Rights as set forth in Liber 7402, Page 389, and in Liber 7402, Page 407, and in Liber 7410, Page 285, Oakland County Records.

SCHEDULE B - SECTION II

(Continued)

24. Rights of tenants under unrecorded leases and any and all parties claiming by, through and thereunder.
25. Rights of others in and to the use of the Easement(s) described in Schedule C.
26. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
27. Loss or damage sustained as a result of the discrepancies between the tax assessed description and the recorded legal description.
28. Terms, Conditions and Provisions of Stipulated Order Amending Consent Judgment as set forth in Liber 52162, Page 649, Oakland County Records.
29. Parcel I.D. No. 50-22-11-126-004
2025 Summer taxes paid in the amount of \$26,444.39.
2024 Winter taxes paid in the amount of \$1,635.00.
All previous tax years paid.
2025 Homestead Status: 0%
Special Assessments: None
2025 SEV: \$555,370.00

Title Search No.: PR112151-1
Reference: 42481 Thirteen Mile Rd., Novi, MI 48377

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Title Search is described as follows:

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

Part of the Northwest 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, State of Michigan, being more particularly described as follows: Commencing at the North 1/4 corner of said Section 11; thence along the North line of said Section line, South 87°10'30" West 5.01 feet to the POINT OF BEGINNING; thence along the Westerly right of way line of Novi Road (120 feet wide) the following 2 courses (1) South 02°36'24" East 219.77 feet and (2) 469.31 feet (recorded as 267.78 feet) along a curve to the right (having a central angle of 68°56'52", a radius of 390.00 feet and a chord bearing South 31°52'02" West 441.50 feet); thence North 23°39'32" West 50.00 feet; thence 236.32 feet along a non-tangent curve to the left (having a central angle of 35°10'10", a radius of 385.00 feet (recorded as 390.00 feet) and a chord bearing of North 14°45'39" East 232.63 feet); thence North 02°49'30" West 314.29 feet to a point on the North line of said Section 11; thence along said Section line and the centerline of Thirteen Mile Road, North 87°10'30" East 199.63 feet to the POINT OF BEGINNING.

Together with those rights and easements described in Declaration of Covenants, Conditions and Restrictions for Sandstone Community Association, recorded in Liber 13736, Page 507, First Amendment recorded in Liber 14813, Page 572, Second Amendment recorded in Liber 15815, Page 683, Oakland County Records, and further amendments thereto.

Described for tax purposes as:

Town 1 North, Range 8 East, Section 11, part of the Northwest 1/4 beginning at a point distant South 87°10'30" West 5.00 feet from the North 1/4 corner; thence South 87°10'30" West 319.75 feet; thence South 02°53'30" East 770 feet; thence South 02°59'30" East 220.97 feet; thence North 41°34'25" East 300.21 feet; thence Northeasterly along a curve concave to the Southeast, radius 560 feet, chord bears North 64°22'28" East 434.03 feet, distance of 445.70 feet; thence North 87°10'30" East 317.23 feet; thence Northeasterly along a curve concave to the Northwest, radius 390 feet, chord bears North 42°17'04" East 550.49 feet, a distance of 611.12 feet; thence North 02°36'22" West 219.77 feet to the BEGINNING, except that part in OCCP No 1225 'Camden Court', also excepting that part lying Southwesterly of the most Southwesterly line of said 'Condo' OCCP No 1225.

May 6, 2026

Ben Croy
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Fresh Smart Market - Acceptance Documents Review #3
Novi: JSP25-0008
SDA: NV25-218
FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on April 28, 2026 against the Final Site Plan (Stamping Set approved on October 8, 2025). Our comments are as follows:

Final Acceptance Documents

1. On-Site Sanitary Sewer Easement
(executed 4-16-2026; exhibits dated 2-5-2026)
Exhibits (A & B) Approved
2. Warranty Deed for Right-of-Way
(executed 4-16-2026; exhibit dated 12-18-2025)
Exhibit (A) Approved

The documents submitted were found to be acceptable by our office pending review by the City Attorney. The City Attorney's Office will retain original documents in their files until such time as they are approved and ready for the mayor's signature.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER

Digitally signed by Sydney Waynick
Date: 2026.05.06 12:24:41-04'00'

Sydney Waynick
Construction Engineer

Cc:

Barb McBeth, City of Novi
Lindsay Bell, City of Novi
Diana Shanahan, City of Novi
Stacey Choi, City of Novi
Humna Anjum, City of Novi
Kate Purpura, City of Novi

Sarah Marchioni, City of Novi
Angie Sosnowski, City of Novi
Alyssa Craigie, City of Novi
Beth Saarela, RSJA Law
Alisa Abecassis, Novara Properties