

## CITY OF NOVI CITY COUNCIL AUGUST 11, 2025

**SUBJECT:** Acceptance of a Warranty Deed to dedicate 60 feet of half-width right-of-way along the north side of Grand River Avenue, and of a sidewalk easement for the Supply Line International Medical Center project (parcel 50-22-23-226-001).

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

#### **KEY HIGHLIGHTS:**

- Process is required to accept right-of-way dedications.
- Brings the segment to its full master planned right-of-way width.
- Process is required to accept sidewalk easements where public pathways cross onto private property.

#### **BACKGROUND INFORMATION:**

Supply Line International (SLI) is requesting the acceptance of a Warranty Deed conveying 60 feet of additional right-of-way along the north side of Grand River Avenue. The proposed right-of-way dedication will bring this segment of Grand River Avenue to its full master planned half-width right-of-way of 60 feet.

Supply Line International is also requesting the acceptance of a sidewalk easement to satisfy one of the conditions in the site plan approval process. The existing sidewalk on the north side of Grand River Avenue was outside of the proposed Grand River Avenue public right-of-way. Because of this, a 5-foot-wide sidewalk easement was required.

The Sidewalk Easement and Warranty Deed have been approved by the City Attorney (Beth Saarela, July 25, 2025) and the City's Engineering Consultant (Spalding DeDecker, April 4, 2022). The enclosed documents have been reviewed and are recommended for acceptance.

**RECOMMENDED ACTION**: Acceptance of a Warranty Deed to dedicate 60 feet of half-width right-of-way along the north side of Grand River Avenue, and of a sidewalk easement for the Supply Line International Medical Center project (parcel 50-22-23-226-001).



0 5,5001,000 22,000 33,000 1 inch = 27,861 feet

#### 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



July 25, 2025

Ben Croy, City Engineer City of Novi 45175 Ten Mile Road Novi, MI 48375-3024

Re: SLI Medical 3SP 18-0062

**On-Site Acceptance Documents – Updated Letter** 

Dear Mr. Croy:

We have received and reviewed the following on-site acceptance documents for the SLI Medical and have the following comments:

- Water System Easement (Approved)
- Sanitary Sewer Access Easement (Approved)
- Sidewalk Easement (Approved)
- Warranty Deed (Approved)
- Partial Discharge of Mortgage (Approved)
- Bill of Sale (Approved)
- Title Commitment
- Sworn Statement/Waiver of Lien
- Lis Pendens

#### **Water System Easement and Sanitary Sewer Manhole Access Easement**

Supply Line International Real Estate Holdings, LLC seeks to convey the on-site Water System and Sanitary Sewer Manhole Access Easements to the City. The Easements are in the City's standard format and are acceptable as provided. The Easements are consistent with the Title Commitment provided and the exhibits have been reviewed and approved by the City's Consulting Engineer. The Bill of Sale is in the City's standard format and is acceptable for the purpose of conveying the water system to the City.

Once accepted by Affidavit of the City Engineer the Water System Easement and Sanitary Sewer Manhole Access Easement should be recorded with the Oakland County Register of Deeds in the usual manner. The title search should be retained in the City's file.

Ben Croy, City Engineer City of Novi July 25, 2025 Page 2

#### **Sidewalk Easement**

The Sidewalk Easement is in the City's standard format and is acceptable as provided. The Sidewalk Easement may be placed on an upcoming City Council Agenda for acceptance Please feel free to contact me with any questions or concerns in regard to this matter.

#### **Warranty Deed**

The Warranty Deed for Grand River Right-of-Way is in the City's Standard format for right-of-way dedication. The Warranty Deed may be placed on an upcoming City Council Agenda for acceptance. The City will be required to quit claim the right-of-way to the RCOC pursuant to the enclosed Quit Claim Deed, which should be approved by City Council. The Partial Discharge of Mortgage should be recorded along with the Warranty Deed.

#### **Title**

It should be noted that as of today's date, title is still accurate as shown in the easements but the property owner appears to be in default on its construction mortgage, which may be foreclosed at some point in the future. As such, the acceptance and recording must be completed prior to any change in ownership that may result from a foreclosure by the lender.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH

& AMPSBUECHLER PC

Elizabeth Kudla Saarela

EKS Enclosures C:

Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Dan Commer, Planner
Diana Shanahan, Planner
Stacy Choi, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer

Ben Croy, City Engineer City of Novi July 25, 2025 Page 3

> Milad Alesmail, Project Engineer Kate Purpura, Project Engineer Alyssa Craigie, Administrative Assistant Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker Thomas R. Schultz, Esquire

#### SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Supply Line International Real Estate Holdings, LLC, whose address is 42350 Grand River Ave, Novi, Michigan 48375 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 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public walkway over across and through property located in Section 23, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

#### Exhibit "A"

Tax Identification Number: 50-22-23-226-001

The permanent easement for the public walkway is more particularly described as follows:

See attached and incorporated Exhibit B – Sidewalk Easement Area

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated **Exhibit B**.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

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 pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

Exempt pursuant to MCLA 207.505(a) And MCLA 207.526(a)

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this 3rd day of August 2021.

Signed by:

Supply Line International Real Estate Holdings, LLC,

A Michigan limited liability company

Its: Manager

STATE OF MICHIGAN ) ss.
COUNTY OF OAKLAND )

On this 3rd day August 2021, before me, personally appeared Josh Kaplan, Manager of Supply Line International Real Estate Holdings, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same act and deed.

Notary Public, Tammie Kott Acting in Oakland County, MI

My commission expires: \-28-22

Drafted by: Ari Berris The Berris Law Firm, PLLC 42350 Grand River Ave Novi, MI 48375 And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375

#### **CONSENT TO EASEMENT**

As the holder of a mortgagee interest in and to the property referenced in the Sidewalk Easement, dated the 3<sup>rd</sup> day of August, 2021, attached hereto and incorporated as **Exhibit A**, whereby Oxford Bank grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 22 day of March, 2022

	Oxford Bank, aLender  By: Print Name: Robert Marschall  Its: P
STATE OF MICHIGAN ) ) ss.  COUNTY OF OAKLAND )  The foregoing Consent to Easement was acknowledged to the second of Oxford Bank	ledged before me thisday of March, 2022, by
Tammle Kott  Notary Public State of Michigan  Oaldand County  My Commission Expires, 1/28/2028  Acting in the County of Charles	Notary Public  Oakland County, MI  Acting in Oakland County, MI  My commission expires: 1-28-28
Drafted by:	And when recorded return to:
Ari Berris	Cortney Hanson, City Clerk
The Berris Law Firm, PLLC	City of Novi
42350 Grand River Ave	45175 Ten Mile Rd
Novi, MI 48375	Novi, MI 48375

## **EXHIBIT - A** PARCEL DESCRIPTION

#### PARCEL DESCRIPTION

A PART OF THE NE 1/4 OF SECTION 23, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23;
THENCE N88°24′50″E 284.67 FEET ALONG THE NORTH LINE OF SAID SECTION 23 AND THE CENTERLINE OF THENCE N88"24"50"E 284.67 FEET ALONG THE NORTH LINE OF SAID SECTION 23 AND THE LEVEN MILE ROAD;
THENCE S01"27"28"E 527.03 FEET TO THE POINT OF BEGINNING;
THENCE N88"48"53"E 67.98 FEET;
THENCE S00"45"39"E 585.77 FEET TO THE CENTERLINE OF GRAND RIVER AVENUE;
THENCE N01"43"41"W 185.38 FEET ALONG THE CENTERLINE OF GRAND RIVER AVENUE;
THENCE N00"45"39"W 523.38 FEET;
THENCE N88"48"53"E 107.02 FEET TO THE POINT OF BEGINNING.
CONTAINING 2.23 ACRES OF LAND, MORE OF LESS.

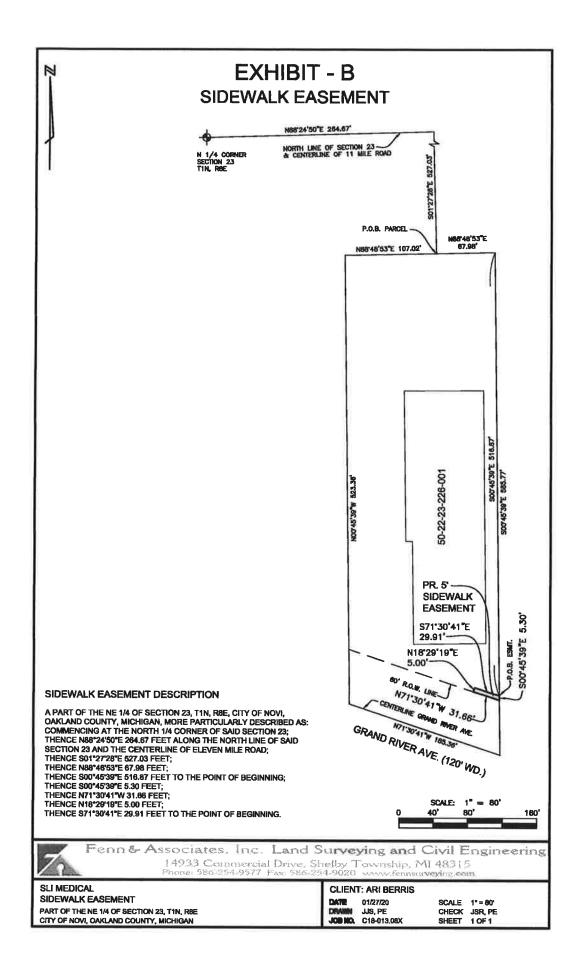
Fenn & Associates, Inc. Land Surveying and Civil Engineering 14933 Commercial Drive, Shelby Township, MI 48315 Phone: 586-254-9677 Fax: 586-254-9020 www.femasurveying.com

SLI MEDICAL SIDEWALK EASEMENT PART OF THE NE 1/4 OF SECTION 23, T1N, R&E CITY OF NOVI, OAKLAND COUNTY, MICHIGAN **CLIENT: ARI BERRIS** 

DATE 01/27/20 DRAWN JJS, PE

JOB NO. C18-013.08X

SCALE N/A CHECK JSR, PE SHEET 1 OF 1



### **FULL UNCONDITIONAL WAIVER**

My contract with **Supply Line International Real Estate Holdings, LLC** to provide water main/utilities services for the improvement to property described as, **42350 Grand River Ave, Novi, Michigan 48375** has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property regarding water main/utilities are waived and released.

If the owner or lessee of the property of the owner's or lessee's designee has received a Notice of Furnishings from me/one or if I/we are not required to provide one, and the owner, lease or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone or personally, to verify that this is authentic.

SIGNATURE:	6. She
PRINT NAME:	Dan Wcisel
NAME OF COMPANY:	F. Allied Construction Co. Inc
SIGNED ON:	8/3/21
ADDRESS:	PO Box 1990
CITY, STATE, ZIP CODE:	CLARKSTON, MT 48347-1290
PHONE:	248-640-0205
EMAIL:	KOUNC Allied ASPHALTPAVING, COM.

#### **Sworn Statement**

STATE OF MICHIGAN	)
	) ss
COUNTY OF OAKLAND	)

Josh Kaplan, being sworn, states the following:

Supply Line International Real Estate Holdings, LLC is the owner of 42350 Grand River Ave, a real property located in the City of Novi, Oakland County, Michigan.

The following is a statement of each contractor who whom payment of wages and withholdings, with whom the owner has contracted for the performance of utilities under a contract with the owner of the property, and the amounts due to the persons as of 03/04/2021 are correct and fully set forth opposite their names:

Contractor	Type of Improvement Furnished	Total Contract	Amount Paid	Amount Owing	Retainage	Balance to Completion
Allied Construction	Utilities	\$	\$	\$0.00	\$0.00	0.00

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.

I make this statement as the owner to represent the owner of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under section 109 of the construction lien act, 1980 PA 497, MCL 570.1109.

Subscribed and sworn before me on the 3<sup>rd</sup> day of August 2021.

Josh Kaplan

#### **CONSENT TO EASEMENT**

As the holder of a mortgagee interest in and to the property referenced in the Sidewalk Easement, dated the 3<sup>rd</sup> day of August, 2021, attached hereto and incorporated as Exhibit A, whereby Oxford Bank grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 22 day of March, 2022

*	Oxford Bank, aLender  By: Print Name: Robert Marschall  Its:SVP
STATE OF MICHIGAN ) ss.  COUNTY OF OAKLAND )  The foregoing Consent to Easement was Robert Macschall, the agent of Oxi	s acknowledged before me thisday of March, 2022, by
Tammle Kott  Notary Public State of Michigan  Oakland County  Ny Commission Expires 1/28/2028  Acting in the County of County	Notary Public  Oakland County, MI  Acting in Oakland County, MI  My commission expires: 1-28-28
Drafted by: Ari Berris The Berris Law Firm, PLLC 42350 Grand River Ave Novi MI 48375	And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi MI 48375

## **EXHIBIT - A** PARCEL DESCRIPTION

#### PARCEL DESCRIPTION

A PART OF THE NE 1/4 OF SECTION 23, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE

PARTICULARLY DESCRIBED AS:
COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23;
THENCE N88°24'50"E 264.67 FEET ALONG THE NORTH LINE OF SAID SECTION 23 AND THE CENTERLINE OF ELEVEN MILE ROAD;

THENCE S01°27'28"E 527.03 FEET TO THE POINT OF BEGINNING;

THENCE N88°48'53"E 67.98 FEET;
THENCE S00°45'39"E 585.77 FEET TO THE CENTERLINE OF GRAND RIVER AVENUE;

THENCE N71°30'41"W 185.36 FEET ALONG THE CENTERLINE OF GRAND RIVER AVENUE;

THENCE N00°45'39"W 523.36 FEET;

THENCE N88°48'53"E 107.02 FEET TO THE POINT OF BEGINNING. CONTAINING 2.23 ACRES OF LAND, MORE OF LESS.

Fenn & Associates, Inc. Land Surveying and Civil Engineering

14933 Commercial Drive, Shelby Township, MI 48315 Phone: 586-254-9577 Fax: 586-254-9020 www.fennsurveying.com

SLI MEDICAL SIDEWALK EASEMENT PART OF THE NE 1/4 OF SECTION 23, T1N, R8E CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

**CLIENT: ARI BERRIS** 

DATE 01/27/20 JJS, PE JOB NO. C18-013,08X SCALE N/A CHECK JSR, PE SHEET 1 OF 1

### **EXHIBIT - B** SIDEWALK EASEMENT N88'24'50"E 264.67' NORTH LINE OF SECTION 23 - & CENTERLINE OF 11 MILE ROAD N 1/4 CORNER SECTION 23 T1N, R8E S01'27'28'E 527.03' P.O.B. PARCEL N88'48'53"E 67.98' N88'48'53"E 107.02' S00'45'39'E 516.87 WOO'45'39"W PR. 5'-SIDEWALK **EASEMENT** 5.30 S71°30'41"E 29.91 S00"45"39"E P.O.B. ESMT N18'29'19"E 5.00 60' R.O.W. LINE-N71°30'41 W 31.662 SIDEWALK EASEMENT DESCRIPTION CENTERLINE GRAND RIVER AVE. A PART OF THE NE 1/4 OF SECTION 23, T1N, R8E, CITY OF NOVI, N71'30'41 W 185.36' OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23; THENCE N88°24′50″E 264.67 FEET ALONG THE NORTH LINE OF SAID GRAND RIVER AVE. (120' WD.) SECTION 23 AND THE CENTERLINE OF ELEVEN MILE ROAD; THENCE S01°27'28"E 527.03 FEET; THENCE N88°48'53"E 67.98 FEET; THENCE S00°45'39"E 516.87 FEET TO THE POINT OF BEGINNING; THENCE S00°45'39"E 5.30 FEET; THENCE N71°30'41"W 31.66 FEET; SCALE: 1" = 80' THENCE N16°29'19"E 5.00 FEET; 40' 160 THENCE \$71°30'41"E 29.91 FEET TO THE POINT OF BEGINNING. Fenn & Associates, Inc. Land Surveying and Civil Engineering

14933 Commercial Drive, Shelby Township, MI 48315 Phone: 586-254-9577 Fax: 586-254-9020 www.fennsurveying.com

SLI MEDICAL SIDEWALK EASEMENT PART OF THE NE 1/4 OF SECTION 23, T1N, R8E CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

**CLIENT: ARI BERRIS** 

DATE 01/27/20 DRAWN

JJS. PE JOB NO. C18-013.08X SCALE 1" = 80" CHECK JSR. PE SHEET 1 OF 1

#### **BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that SUPPLY LINE INTERNATOINAL REAL ESTATE HOLDINGS, LLC, whose address is 42350 Grand River Ave, Novi, Michigan 48375, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF NOVI, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, all of the pipes, valves, joints and appurtenances attached to or installed in the ground as a part of the water supply according to the easements and/or public rights-of-way therefore established described as follows:

(See the Attached and Incorporated Exhibit A)

In witness whereof, the undersigned has executed these presents this 14th day of March, 2022.

Signed by

Supply Line International Real Estate Holdings, LLC, A Michigan limited liability company

STATE OF MICHIGAN ) ss.
COUNTY OF OAKLAND )

On this 14<sup>th</sup> day March 2022, before me, personally appeared Josh Kaplan, Manager of Supply Line International Real Estate Holdings, LLC, 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.

Novi, MI 48375

Tammle Kott

Notary Public State of Michigan
Oakland County

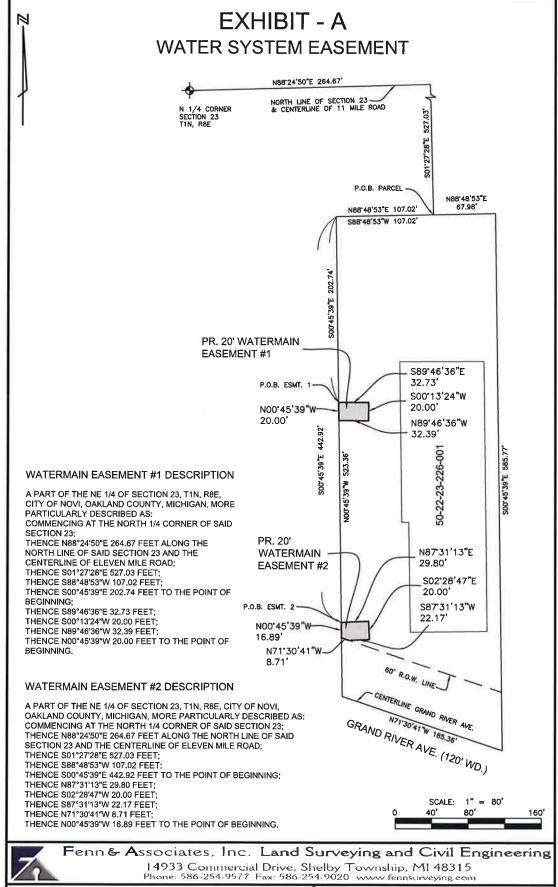
My Commission Expires 1/28/2028

Acting in the County of County

Notary Public, Tammie Kott Acting in Oakland County, MI

My commission expires: 1.28.2 \$

Drafted by: Ari Berris The Berris Law Firm, PLLC 42350 Grand River Ave Novi, MI 48375 And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd



SLIMEDICAL

WATER SYSTEM EASEMENT PART OF THE NE 1/4 OF SECTION 23, T1N, R8F CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

CLIENT: ARI BERRIS

DATE 01/27/20 DRAWN JJS. PE JOB NO. C18-013,08X SCALE 1" = 80' CHECK JSR. PE SHEET 1 OF 1

#### SANITARY SEWER MANHOLE ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Supply Line International Real Estate Holdings, LLC a Michigan limited liability company, whose address is 42350 Grand River Ave, Novi, Michigan 48375 (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

A PART OF THE NE 1/4 OF SECTION 23, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23; THENCE N88°24'50"E 264.67 FEET ALONG THE NORTH LINE OF SAID SECTION 23 AND THE CENTERLINE OF ELEVEN MILE ROAD; THENCE S01°27'28"E 527.03 FEET TO THE POINT OF BEGINNING; THENCE N88°48'53"E 67.98 FEET; THENCE S00°45'39"E 585.77 FEET TO THE CENTERLINE OF GRAND RIVER AVENUE; THENCE N71°30'41"W 185.36 FEET ALONG THE CENTERLINE OF GRAND RIVER AVENUE; THENCE N00°45'39"W 523.36 FEET; THENCE N88°48'53"E 107.02 FEET TO THE POINT OF BEGINNING. CONTAINING 2.23 ACRES OF LAND, MORE OF LESS.

Tax Identification Number: 50-22-23-226-001

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a nonexclusive perpetual easement for a sanitary sewer monitoring manhole, over, upon, across, in, through, and under the following described real property, to-wit:

#### See attached and incorporated Exhibit A

and to enter upon sufficient land adjacent to said sanitary sewer access easement for the purpose of exercising the rights and privileges granted herein.

Grantee may access, inspect the sanitary sewer and all necessary appurtenances thereto, within the easement herein granted.

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, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the sanitary sewer in the easement areas shown on the attached and incorporated Exhibit B.

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.

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature on the 3<sup>rd</sup> day of August 2021.

**GRANTOR:** 

Supply Line International Real Estate Holdings, LLC, A Michigan limited liability company

By:

Its: Manager

STATE OF MICHIGAN ) ss. COUNTY OF OAKLAND )

On this 3rd day August 2021, before me, personally appeared Josh Kaplan, Manager of Supply Line International Real Estate Holdings, LLC, to me known to be the person described in and who executed the foregoing instrument and account that they executed the same as his free act and deed.

Notary Public, Tammie Kott Acting in Oakland County, MI

My commission expires: \.28.22

Drafted by: Ari Berris The Berris Law Firm, PLLC 42350 Grand River Ave

Novi, MI 48375

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

#### **CONSENT TO EASEMENT**

As the holder of a mortgagee interest in and to the property referenced in the Sanitary Sewer System Easement, dated the 20<sup>th</sup> day of August, 2021, attached hereto and incorporated as Exhibit A, whereby Oxford Bank grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature on the 3<sup>rd</sup> day of August 2021.

Oxford Bank,

By:

Its:  $\leq$ 

STATE OF MICHIGAN ) ss. COUNTY OF OAKLAND )

The foregoing Consent to Easement was acknowledged before me this 20<sup>th</sup> day of August 2021, by Rob Marschall, the representative of Oxford Bank, a Michigan corporation.



Notary Public

Acting in County, MI

My commission expires: 1-2

Drafted by: Ari Berris

The Berris Law Firm, PLLC 42350 Grand River Ave

Novi, MI 48375

And when recorded return to: Cortney Hanson, City Clerk

City of Novi

45175 Ten Mile Rd

Novi, MI 48375

## **EXHIBIT - A** M SANITARY SEWER MANHOLE ACCESS EASEMENT N88'24'50"E 284.67" NORTH LINE OF SECTION 23 A CENTERLINE OF 11 MILE ROAD P.O.B. PARCEL N85'48'53"E 67.98' N68'48'53'E 107.02' SOC 45'39'E 522.22 50-22-23-226-001 NOC-45'39"W 523.38 PR. 20' S71'30'41"E **SANITARY** 20.00 **SEWER EASEMENT** N18"28'41"E S18'28'41"W 31.40' 31.40'-N71"30'41"W 20.00 60' ROW, LINE: SANITARY SEWER EASEMENT DESCRIPTION P.O.R. EST. CONTEREME ORGAND RIVER AVE A PART OF THE NE 1/4 OF SECTION 23, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: N71'30'41 W 185.36' GRAND RIVER AVE. (120' WD.) COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23; COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23; THENCE N88°24'50'E 264.87 FEET ALONG THE NORTH LINE OF SAID SECTION 23 AND THE CENTERLINE OF ELEVEN MILE ROAD; THENCE S01°27'20'E 527.03 FEET; THENCE N88°48'53'E 67.98 FEET; THENCE NO 403 E 07.89 FEET; THENCE S0°46'39'E 522.22 FEET; THENCE N71'30'41"M 29.62 FEET TO THE POINT OF BEGINNING; THENCE N71'30'41"M 20.00 FEET; THENCE N18'28'41"E 31.40 FEET; THENCE S71'30'41"E 20.00 FEET; SCALE: 1" = 80" 80" 160' THENCE \$18°28'41"W 31.40 FEET TO THE POINT OF BEGINNING. Fenn & Associates, Inc. Land Surveying and Civil Engineering



14933 Commercial Drive, Shelby Township, MI 48315 Phone: 586-254-9577 Pax: 586-254-9626 www.fernsurveying.com

SLI MEDICAL SANITARY SEWER MANHOLE ACCESS EASEMENT PART OF THE NE 1/4 OF SECTION 23, T1N, R8E

CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

**CLIENT: ARI BERRIS** 01/27/20

DATE JJS, PE JOB NO. C18-013.08X

SCALE 1"=80' CHECK JSR, PE SHEET 1 OF 1

#### WATER SYSTEM EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Supply Line International Real Estate Holdings, LLC a Michigan limited liability company, whose address is 42350 Grand River Ave, Novi, Michigan 48375 (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to-wit:

A PART OF THE NE 1/4 OF SECTION 23, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23; THENCE N88°24'50"E 264.67 FEET ALONG THE NORTH LINE OF SAID SECTION 23 AND THE CENTERLINE OF ELEVEN MILE ROAD; THENCE S01°27'28"E 527.03 FEET TO THE POINT OF BEGINNING; THENCE N88°48'53"E 67.98 FEET; THENCE S00°45'39"E 585.77 FEET TO THE CENTERLINE OF GRAND RIVER AVENUE; THENCE N71°30'41"W 185.36 FEET ALONG THE CENTERLINE OF GRAND RIVER AVENUE; THENCE N00°45'39"W 523.36 FEET; THENCE N88°48'53"E 107.02 FEET TO THE POINT OF BEGINNING. CONTAINING 2.23 ACRES OF LAND, MORE OF LESS.

Tax Identification Number: 50-22-23-226-001

for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Grantee"), a non-exclusive perpetual easement for a water main, over, upon, across, in, through, and under the following described real property, to-wit:

#### See attached and incorporated Exhibit A

And to enter upon sufficient land adjacent to said water main easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

All portions of the Property damaged or disturbed by Grantee's exercise of easement rights, shall be reasonably restored by Grantee to the condition that existed prior to the damage or disturbance.

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, except that, subject to Grantee's approval as part of an approved site plan, the Grantor may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, maintenance, repair and replacement of the water main in the easement areas shown on the attached and incorporated Exhibit A.

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.

IN WITNESS WHEREOF, the undersigned Grantor has affixed his signature on the 3<sup>rd</sup> day of August 2021.

**GRANTOR:** 

Supply Line International Real Estate Holdings, LLC, A Michigan limited liability company

Its: Manager

STATE OF MICHIGAN ) ss. **COUNTY OF OAKLAND** 

On this 3rd day August 2021, before me, personally appeared Josh Kaplan, Manager of Supply Line International Real Estate Holdings, LLC, 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.

> Notary Public, Tammie Kott Acting in Oakland County, MI My commission expires: 1-28-22



#### CONSENT TO EASEMENT

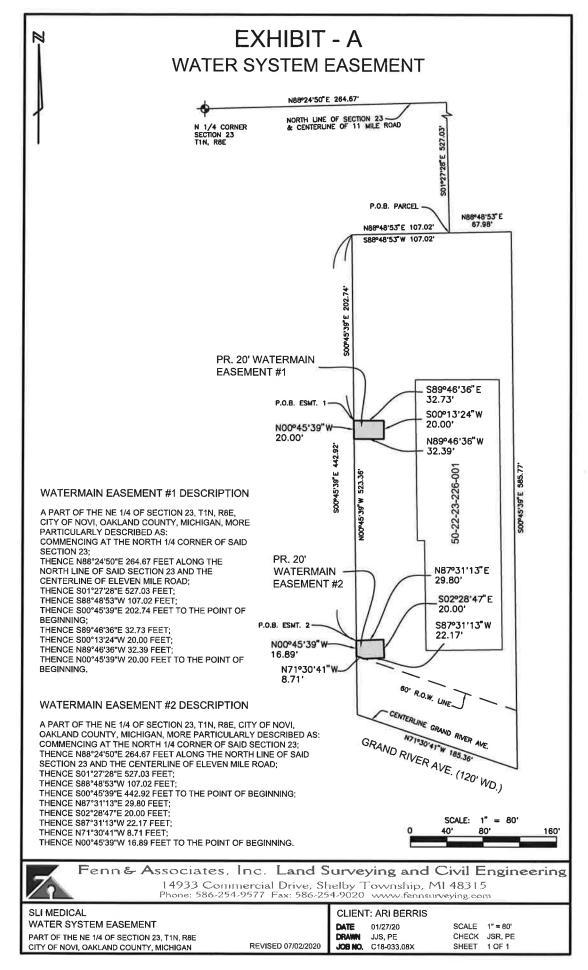
As the holder of a mortgagee interest in and to the property referenced in the Water System Easement, dated the 3<sup>rd</sup> day of August, 2021, attached hereto and incorporated as Exhibit A, whereby Oxford Bank grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the day of August, 2021.

	Oxford Bank,  a  By: Robert Meischen  Its: SVP
STATE OF MICHIGAN ) ) ss.  COUNTY OF OAKLAND )  The foregoing Consent to Easement was of Oxford Bank, a	acknowledged before me this 20 day of August, 2021, by
Drafted by: Ari Berris	And when recorded return to: Cortney Hanson, City Clerk
The Berris Law Firm, PLLC	City of Novi
42350 Grand River Ave	45175 Ten Mile Rd

Novi, MI 48375

Novi, MI 48375



#### **Issued Through:**

#### SEARCH OF TITLE



TITLE CONNECT, LLC 28470 W. 13 Mile Rd., STE 325 Farmington Hills, MI 48334

Search No. TC08-99089

Fee: \$250.00

Agent For: First American Title Insurance Company

Effective Date: July 26, 2021 at 8:00 A.M.

Today's Date: August 11, 2021

From the examination of the records, starting on January 1, 2016 up to and including the search date above of July 26, 2021 in the Register of Deeds office, Oakland County, Michigan for property described as follows to wit:

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

A part of the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County Michigan, more particularly described as commencing at the North 1/4 corner of said Section 23; thence North 88 degrees 24 minutes 50 seconds East, 264.87 feet along the North line of said Section 23 and the centerline of Eleven Mile Road; thence South 01 degrees 27 minutes 28 seconds East, 527.03 feet, to the point of beginning; thence North 88 degrees 48 minutes 53 seconds, East 67.98 feet; thence South 00 degrees 45 minutes 39 seconds East, 585.77 feet to the centerline of Grand River Avenue (50' 1/2 R.O.W.); thence North 71 degrees 30 minutes 41 seconds West, 185.36 feet along the centerline of said Grand River Avenue; thence North 00 degrees 45 minutes 39 seconds West, 523.36 feet; thence North 88 degrees 48 minutes 53 seconds East, 107.02 feet to the point of beginning.

Apparent Owner: Supply Line International Real Estate Holdings, LLC

**COUNTERSIGNED:** TITLE CONNECT, LLC.

**AUTHORIZED SIGNATORY** 

#### **Issued Through:**

#### **SEARCH OF TITLE**



**Documents recorded with the County Register of Deeds Office:** 

- 1. Warranty Deed executed between Novi Cort Associates LLC, a Michigan limited liability company, as Grantor(s) and Supply Line International Real Estate Holdings, LLC as Grantee(s) dated January 28, 2016, and recorded February 11, 2016, in Liber 49057, Page 185, Oakland County Records.
- 2. Construction Mortgage in the original principal amount of \$4,898,705.00 executed by Supply Line International Real Estate Holdings, LLC to Oxford Bank dated March 27, 2020 and recorded April 1, 2020 in Liber 54017, Page 719, Oakland County Records.
- 3. Assignment of Rents executed by Supply Line International Real Estate Holdings, LLC to Oxford Bank dated March 27, 2020, and recorded April 1, 2020, in Liber 54017, Page 734, Oakland County Records.
- 4. Notice of Commencement recorded April 1, 2020 in Liber 54017, Page 744, Oakland County Records.
- 5. Notice of Commencement recorded January 25, 2021 in Liber 55559, Page 701, Oakland County Records.

#### TAX INFORMATION:

6. Parcel ID Number: 22-23-226-001

**C/K/A: 42350 Grand River Ave, Novi, MI 48375** 

2021 Summer Amount: \$27,509.96 Due

**2020 Winter Amount: \$9,817.52 Paid** 

**Special Assessments: None** 

Principal Residence Exemption (PRE) 0.00%

#### **EASEMENTS, ETC.:**

- 7. Easement Agreement in favor of Michigan Bell Telephone Company d/b/a SBC Ameritech recorded in Liber 31227, page 836.
- 8. Easement in favor of Michigan Bell Telephone Company recorded in Liber 15325, page 384.

#### **Issued Through:**

#### **SEARCH OF TITLE**



- 9. Detroit Edison Underground Easement (Right of Way) in favor of The Detroit Edison Company and Ameritech recorded in Liber 15753, page 41.
- 10. Right(s) of Way in favor of the County of Oakland recorded in Liber 5MR, page 195 and 5MR, page 186.

No search was performed to determine any interest of others to any mineral, oil or other right to the subsurface of the property searched.

This report contains information from public land records available in the county indicated above for whose accuracy and completeness we assume no responsibility. This report is released with the understanding that it is strictly confidential and only to be used by the party requesting it. This report is not to be construed as an opinion of title or as a commitment for title I insurance. For matters of a legal nature we suggest you contact your attorney. The liability of Title Connect is limited to the amount paid for this report. Title Connect assumes no liability, financial or otherwise, in association with the information in this report. Any loss, damage or expense of any kind incurred in reliance on this search document by any party is limited to the amount paid for the search.

#### **Warranty Deed**

KNOW ALL MEN BY THESE PRESENTS, that Supply Line International Real Estate Holdings, LLC, a Michigan limited liability company, whose address is 42350 Grand River Ave, Novi, Michigan 48375 conveys and warrants to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375, the following described premises situated I the City of Novi, County of Oakland, State of Michigan for road right-of-way purposes, to wit:

See Attached Exhibit A attached hereto and made a part hereof.

) ss.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100 (\$1.00) U.S. Dollars.

Dated this 3<sup>rd</sup> Day August 2021.

Signed by:

**GRANTOR:** 

Supply Line International Real Estate Holdings, LLC,

A Michigan limited liability company

Print Name: Its: Manager

STATE OF MICHIGAN

COUNTY OF OAKLAND

On this 3rd day August 2021, before me, personally appeared Josh Kaplan, Manager of Supply Line International Real Estate Holdings, LLC, 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.

Notary Public, Tammie Kott Acting in Oakland County, MI

My commission expires: \-2\-22

Drafted by: Ari Berris

The Berris Law Firm, PLLC 42350 Grand River Ave

Novi, MI 48375

Send Subsequent Tax Bills and when recorded return to:

Cortney Hanson, City Clerk

City of Novi

45175 Ten Mile Rd Novi, MI 48375

# EXHIBIT - A RIGHT-OF-WAY DESCRIPTION

#### **RIGHT-OF-WAY DESCRIPTION**

A PART OF THE NE 1/4 OF SECTION 23, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23;

THENCE N88°24'50"E 264.67 FEET ALONG THE NORTH LINE OF SAID SECTION 23 AND THE CENTERLINE OF ELEVEN MILE ROAD;

THENCE \$01°27'28"E 527.03 FEET;

THENCE N88°48'53"E 67.98 FEET;

THENCE S00°45'39"E 522.22 FEET TO THE 60-FOOT RIGHT-OF-WAY LINE OF GRAND RIVER AVENUE

AND THE POINT OF BEGINNING; THENCE S00°45'39"E 63.55 FEET TO THE CENTERLINE OF GRAND RIVER AVENUE;

THENCE N71°30'41"W 185.36 FEET ALONG THE CENTERLINE OF GRAND RIVER AVENUE;

THENCE N00°45'39"W 63.55 FEET TO THE 60-FOOT RIGHT-OF-WAY LINE OF GRAND RIVER AVENUE;

THENCE S71°30'41"E 185.36 FEET ALONG THE 60-FOOT RIGHT-OR-WAY LINE OF GRAND RIVER

AVENUE TO THE POINT OF BEGINNING.

Fenn & Associates, Inc. Land Surveying and Civil Engineering

14933 Commercial Drive, Shelby Township, MI 48315 Phone: 586-254-9577 Fax: 586-254-9020 www.fennsurveying.com

SLI MEDICAL RIGHT-OF-WAY DESCRIPTION PART OF THE NE 1/4 OF SECTION 23, T1N, R8E CITY OF NOVI, OAKLAND COUNTY, MICHIGAN CLIENT: ARI BERRIS

DATE 01/27/20 DRAWN JJS, PE JOB NO. C18-013.08X SCALE N/A CHECK JSR, PE SHEET 1 OF 1

Page 063617 Liber 60234 50 tbru 53 5/27/2025 1:09:24 PM Receipt #000462542 \$21.00 Misc Recording \$4.00 Remonumentation \$5.00 Automation \$0.00 Transfer Tax PAID RECORDED - Oakland County, MI e-recorded

Lisa Brown, Clerk/Register of Deeds

## STATE OF MICHIGAN IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

Oxford Bank, a Michigan state-chartered bank,

Plaintiff,

VS

Case No. 2025- 215016-CB Hon. Victoria Valentine

Supply Line International, LLC, a Michigan limited liability company, Supply Line International Real Estate Holdings, LLC, a Michigan limited liability company, Supply Line International Medical, LLC, a Michigan limited liability company, Karim Blvd RE Holdings, LLC, a Michigan limited liability company, Joshua Kaplan, and CSC Capital Group LLC, a Michigan limited liability company,

Defendants.

PLUNKETT COONEY
Douglas C. Bernstein (P33833)
Attorneys for Oxford Bank
38505 Woodward Ave., Suite 100
Bloomfield Hills, MI 48304
(248) 901-4000
dbernstein@plunkettcooney.com

#### **NOTICE OF LIS PENDENS**

Oxford Bank ("Oxford"), by and through its attorneys, Plunkett Cooney, submits the following as its Notice of Lis Pendens:

- 1. An action was filed and is now pending in the above-named Court.
- Supply Line International Real Estate Holdings, LLC ("SLIRE") is the mortgagor, and Oxford is the mortgagee under a Construction Mortgage dated March 27,
   (the "Grand River Mortgage"), which was recorded by the Oakland County Register

of Deeds on April 1, 2020, in Liber 54017, Page 719, encumbering real property commonly known as 42350 Grand River Avenue, Novi, Michigan (the "Grand River Property").

3. The Grand River Property is described as:

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

A part of the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Commencing at the North 1/4 corner of said Section 23; thence North 88 degrees 24 minutes 50 seconds East, 264.87 feet along the North line of said Section 23 and the centerline of Eleven Mile Road; thence South 01 degrees 27 minutes 28 seconds East, 527.03 feet, to the point of beginning; thence North 88 degrees 48 minutes 53 seconds, East 67.98 feet; thence South 00 degrees 45 minutes 39 seconds East, 585.77 feet to the centerline of Grand River Avenue (50 feet 1/2 R.O.W.); thence North 71 degrees 30 minutes 41 seconds West, 185.36 feet along the centerline of said Grand River Avenue; thence North 00 degrees 45 minutes 39 seconds West, 523.36 feet; thence North 88 degrees 48 minutes 53 seconds East, 107.02 feet to the point of beginning.

Parcel Identification No. 63-50-22-23-226-001

4. Karim Bivd RE Holdings, LLC ("Karim") is the mortgagor, and Oxford is the mortgagee under (a) a Construction Mortgage dated November 15, 2021, which was recorded by the Oakland County Register of Deeds on December 16, 2021, in Liber 57180, Page 678; and, (b) a Construction Mortgage in favor of Oxford, dated November 15, 2021, which was recorded by the Oakland County Register of Deeds on January 15, 2022, in Liber 57296, Page 731, as amended by a Modification of Mortgage dated October 12, 2023, which was recorded by the Oakland County Register of Deeds on October 17, 2023 in Liber 58944, Page 220 (collectively, the "Karim Boulevard Mortgages"), each encumbering real property commonly known as 24301 Karim Boulevard, Novi, Michigan (the "Karim Boulevard Property").

#### 5. The Karim Boulevard Property is described as:

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

Part of the Southeast 1/4 of Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Southwest corner of Section 19, Town 1 North, Range 9 East (previously called the Southeast corner of Section 24, Town 1 North, Range 8 East by Basney & Smith, Inc., Survey Job No. 85-9-42, dated October 31, 1988), said point being 12.17 feet North of the Southeast corner of Section 24, Town 1 North, Range 8 East, as remonumented and recorded in Liber 15528, Pages 757-758; thence South 88 degrees 26 minutes 40 seconds West, 860.02 feet; thence North 00 degrees 03 minutes 40 seconds East, 60.02 feet; thence South 88 degrees 26 minutes 40 seconds West, 467.30 feet; thence North 00 degrees 03 minutes 40 seconds East, 981.34 feet to the point of beginning; thence North 00 degrees 03 minutes 40 seconds East, 335.33 feet; thence South 89 degrees 56 minutes 20 seconds East, 160.00 feet; thence South 71 degrees 14 minutes 26 seconds East, 310.00 feet; thence South 00 degrees 03 minutes 40 seconds West, 20.31 feet: thence along a curve to the right, radius 200.00 feet, central angle 45 degrees 00 minutes 00 seconds, an arc distance of 157.08 feet. and whose chord bears South 22 degrees 33 minutes 40 seconds West, 153.07 feet; thence South 45 degrees 03 minutes 40 seconds West, 129.78 feet; thence North 86 degrees 37 minutes 39 seconds West, 303.80 feet to the point of beginning.

Parcel Identification No. 63-50-22-24-476-031

6. Oxford has alleged that SLIRE and Karim are each in default of their obligations to Oxford under the Grand River Mortgage, the Karim Boulevard Mortgages and (with others) of promissory notes, and is seeking, *inter alia*, damages, the appointment of a receiver, and foreclosure of the Grand River Mortgage, the Karim Boulevard Mortgages described above.

Plunkett Cooney

Douglas C. Bernstein (P3/3833) Attorneys for Plaintiff

38505 Woodward Avenue, Suite 100

Bloomfield Hills, MI 48304

(248) 901-4000

dbernstein@plunkettcooney.com

Dated: May 22, 2025

#### Engineering & Surveying Excellence since 1954

April 4, 2022

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

Re: SLI Medical - Acceptance Documents Review

Novi # JSP18-0074 SDA Job No. NV20-204

INITIAL DOCUMENTS APPROVED FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on March 23, 2022 against the Final Site Plan (Stamping Set) approved on November 16, 2020. We offer the following comments:

#### **Initial Acceptance Documents:**

- 1. On-Site Water System Easement (executed 08/26/2021: exhibit dated 1/27/2020) Exhibits Approved.
- 2. On-Site Sanitary Sewer Easement (executed 08/20/2021: exhibit dated 1/27/2020) Exhibits Approved
- 3. Storm Drainage Facility / Maintenance Easement Agreement (unexecuted: exhibits dated 1/27/2020) Exhibits A, B, C, & D Approved.
- Sidewalk Easement (executed 03/22/2022: exhibit dated 1/27/2020) Exhibits Approved

#### **Final Acceptance Documents**

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using blue/black ink as the County will reject them otherwise.

- Warranty Deed for Grand River Right-of-Way (executed 08/03/2021, unrecorded, exhibit dated 1/27/2020) Exhibit A Approved
- **6.** Bills of Sale: Water Supply System SUPPLIED APPROVED.



#### Engineering & Surveying Excellence since 1954

- **7.** Full Unconditional Waivers of Lien from contractors installing public utilities SUPPLIED APPROVED.
- **8.** Sworn Statement signed by Developer SUPPLIED APPROVED

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

**It should be noted** that the Plan Review Center Report dated February 5, 2020 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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

Sincerely,

**SPALDING DEDECKER** 

Mike Freckelton, PE Project Engineer

Cc (via Email): Victor Boron, City of Novi

Taylor Reynolds, Spalding DeDecker

Courtney Hanson, City of Novi Madeleine Daniels, City of Novi Sarah Marchioni, City of Novi Ted Meadows, Spalding DeDecker

Humna Anjum, City of Novi

Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler

Angie Sosnowski, City of Novi Melissa Morris, City of Novi Ben Peacock, City of Novi