Isnke M. Wintrey Cry Cat

City of Detroit OFFICE OF THE CITY CLERK

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DEPARTMENTAL REFERENCE COMMUNICATION

Friday, January 26, 2018

To: The Department or Commission Listed Below

From: Janice M. Winfrey, Detroit City Clerk

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

PLANNING AND DEVELOPMENT DEPARTMENT DPW - CITY ENGINEERING DIVISION

140 PVS Chemicals, Inc, request to vacate various alleys surrounding its headquarters located at 10900 Harper Avenue



PVS CHEMICALS, INC.

10900 Harper Avenue • Detroit, Michigan 48213 Phone: 313-921-1200 • Fax: 313-921-1378

January 16, 2018

HAND DELIVERED

The Honorable City Council
Office of the City Clerk, Room 200
200 Coleman A. Young Municipal Center
Detroit, Michigan 48226

Re: Petition of PVS Chemicals, Inc. ("PVS") to Vacate:

- (1) Venice Avenue Between Harper Avenue and Devine Avenue ("Venice");
- (2) Athens Avenue Between Harper Avenue and Devine Avenue ("Athens");
- (3) Hern Street Between Lemay Avenue and Detroit Terminal Railroad Tracks ("Hern");
- (4) Montclair Street Between Harper Avenue and Hern Street ("Montclair" and, together with Venice, Athens, and Hern, the "Streets"); and
- (5) Alleys in: (a) the Block Bounded by Venice, Athens, Harper Avenue and Devine Avenue; and (b) the Block Bounded by Hern, Montclair, Harper Avenue and French Avenue (collectively, the "Alleys")

Dear Honorable Members of the Detroit City Council:

PVS is an international manufacturer, distributor and marketer of water-treatment and other chemical products which has proudly maintained its world headquarters in Detroit since its founding in 1945. PVS currently employs more than 1,000 people worldwide in the United States, Canada, Europe and Asia, including approximately 250 in the City of Detroit. Throughout its more than 70 years of existence, PVS has continuously increased its investment in Detroit, including its acquisition and renovation of real property as it becomes available in the area surrounding its headquarters on Harper Avenue.

Through its investment in the City, PVS now owns substantially all of the privately-owned land on both sides of the above-described Streets and Alleys. See the following **Attachments**:

Attachment 1 - Plat Diagram No. 1: Survey of land surrounding Venice and Athens

Attachment 2 – Information Report: Property surrounding Venice and Athens

Attachment 3 – Photographs of Venice Attachment 4 – Photographs of Athens

Attachment 5 - Right-of-Way Map: Shows Hern between Lemay Avenue and Detroit Terminal Railroad Tracks

Attachment 6 – Title Insurance Policy and Warranty Deed: Confirm PVS's Ownership of all privately held property adjoining the portion of Hern between Lemay Avenue and Detroit Terminal Railroad Tracks

Attachment 7 - Photographs of Hern

Attachment 8 - Plat Diagram No. 2: Survey of land surrounding Montclair

Attachment 9 - Information Report: Property surrounding Montclair

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The Honorable City Council January 16, 2018 Page 2

Attachment 10 – Photographs of Montclair Attachment 11 – Legal Description of Streets and Alleys

By this letter ("Petition"), PVS respectfully requests that the Streets and Alleys be vacated and converted into easements for public utilities.

BACKGROUND

In recognition of the decreasing need for public streets and alleys in this increasingly consolidated area, the City has previously vacated other streets and alleys near the Streets and Alleys:

As shown in **Attachment 1**, the land survey surrounding Venice and Athens, PVS currently owns portions of the nearby Anstell Avenue and Hall Street and certain adjoining alleys that the City vacated in response to a petition that PVS submitted in 1983. A copy of the resolutions that this Council adopted to vacate Anstell, Hall and the adjoining alleys in 1983 is contained in **Attachment 12**.

PVS submits that its present Petition is in keeping with the City's prior determinations to vacate streets and alleys in the area, and, for the reasons stated below, PVS respectfully requests that this Petition be granted.

REASONS FOR PETITION

PVS now uses the property that it owns in this area as follows:

- 1. **World Headquarters**—PVS's 225,000 square-foot world headquarters is located south of Harper Avenue and east of the Detroit Terminal Railroad tracks.
- 2. **Principal Water-Treatment Chemical Manufacturing Facility**—PVS's principal water-treatment chemical manufacturing facility (owned and operated by PVS's subsidiary, PVS Technologies) is located east of French Road and west of the Detroit Terminal Railroad tracks.
- 3. **Principal Transportation Terminal**—PVS's principal trucking operations terminal (owned and operated by PVS's subsidiary, PVS Transportation) is located east of French Road and east of the Detroit Terminal Railroad tracks.
- 4. **Warehouse Facility**—PVS's chemical distributor subsidiary (PVS-Nolwood Chemicals) operates one of its Detroit warehouse facilities in the area located east of French Road and west of the Detroit Terminal Railroad tracks.
- 5. **Park**—PVS also has a landscaped park located in the block bounded by Anstell, Venice, Harper Avenue and Devine Avenue.
- 6. **Area Cleanup/Maintenance**—PVS has cleared and consolidated several lots that PVS acquired from the City and others in the block bounded by Venice, Athens, Harper Avenue and Devine Avenue and in the block bounded by Montclair, Hern, French Avenue and Harper Avenue. PVS continues to maintain the property pending its use either to expand its existing park and facilities or to otherwise support its ongoing business.

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PVS submits that the Alleys should be vacated because they are not now and have not for a significant period of time been used as public alleys by PVS or anyone else. PVS further submits that the Streets should be vacated for the following reasons:

- 1. The only entity that may need to use any of the Streets to access the property is PVS. The Streets are therefore no longer needed to serve the public purpose for which they were originally intended, and they may be vacated without adversely affecting the public.
- 2. Apparently due to the extremely low traffic volume on Venice and Athens, those streets are now used from time to time as places to conduct illicit activities, including prostitution. Vacating the Streets and permitting PVS to place locked gates across the entrances to Venice and Athens on Harper Avenue would deny further access to this property by those now using the property for such activities.
- 3. Due to the non-existent traffic volume on the portion of Hern between Lemay Avenue and the Detroit Terminal Railroad Tracks, that area is now used from time to time as a place to conduct illicit activities, including illegal dumping. Vacating this portion of Hern and permitting Petitioner to place a barrier across the entrance to Hern at Lemay Avenue would deny further access to this property by those now using the property for such improper activities.
- 4. Vacating the Streets and Alleys would permit PVS to further consolidate the property in the area and facilitate PVS's ongoing efforts to improve the cleanliness, safety and appearance of the property for the benefit of the immediate neighborhood and the City.

In consideration for the City's vacation of the Streets and Alleys, PVS is willing to enter into an arrangement with the City and its departments that would be comparable to the arrangements that PVS made in 1983 in connection with the vacation of Anstell Avenue and Hall Street. The Arrangements made in 1983, which are described in more detail in the resolutions contained in **Attachment 12**, included the grant of easements over the vacated streets and alleys for use by public utilities and a continuing agreement to maintain the equipment of certain utilities that remained on or near the vacated property. PVS is also willing to consider any other reasonable arrangements that the City may propose in this regard.

(Signed on Immediately Following Page—Remainder of Page Intentionally Left Blank)

The Honorable City Council January 16, 2018 Page 4

CONCLUSION

Based upon the foregoing, PVS respectfully requests that the Streets and Alleys be vacated and converted into easements for public utilities.

If you have any questions or require any further documentation, please let me know (*direct:* 313-924-2629; *fax:* 313-921-1378; *e-mail:* jtaub@pvschemicals.com)

Thank you for your consideration.

Yours very truly,

PVS CHEMICALS, INC.

By Jonathan S. Taub

Its Executive Vice President & General Counsel

Attachments (12)

cc (w/ att.): Mr. James B. Nicholson [jnicholson@pvschemicals.com]

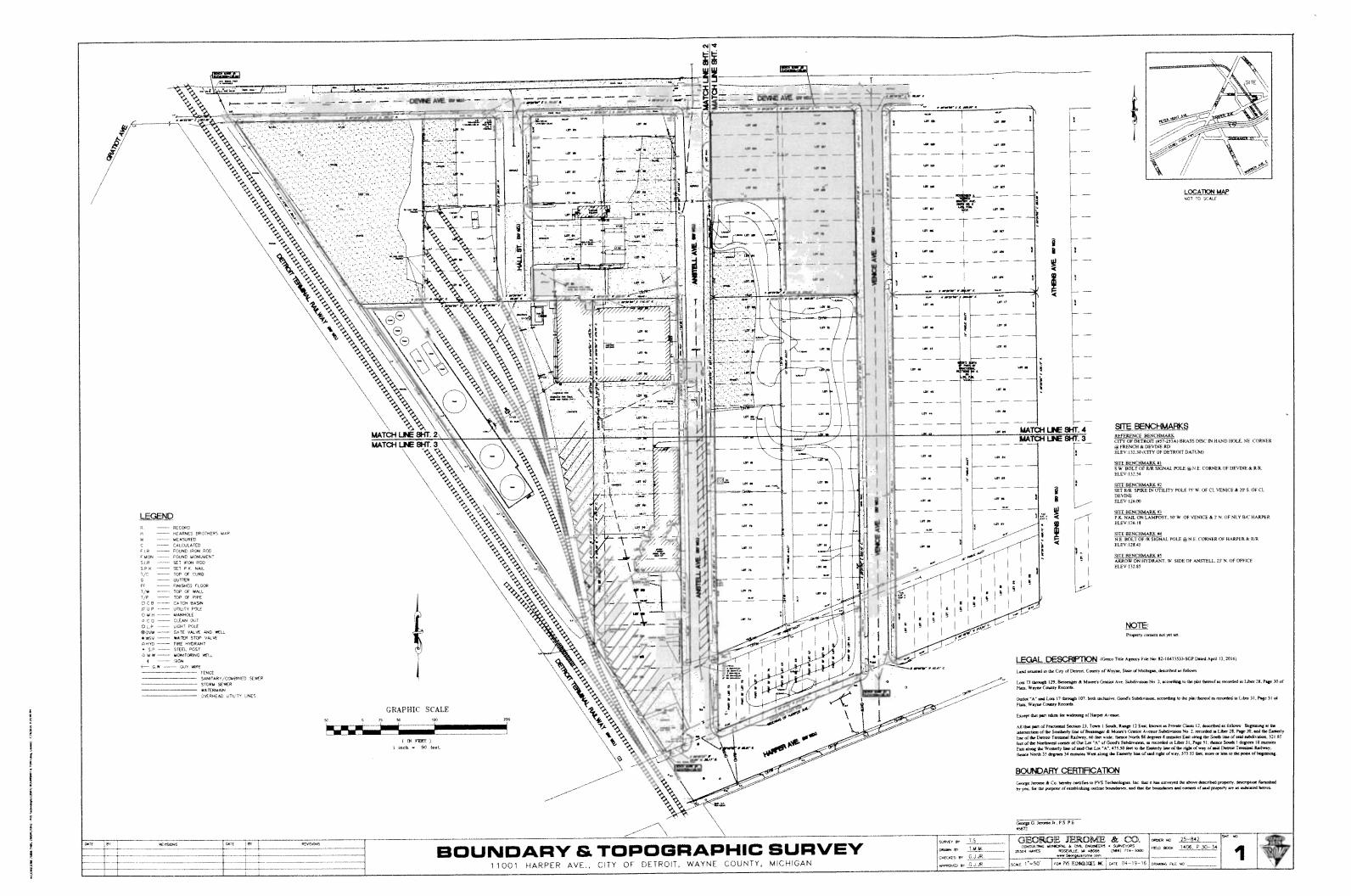
Mr. James M. Nicholson [jmnicholson@pvschemicals.com]

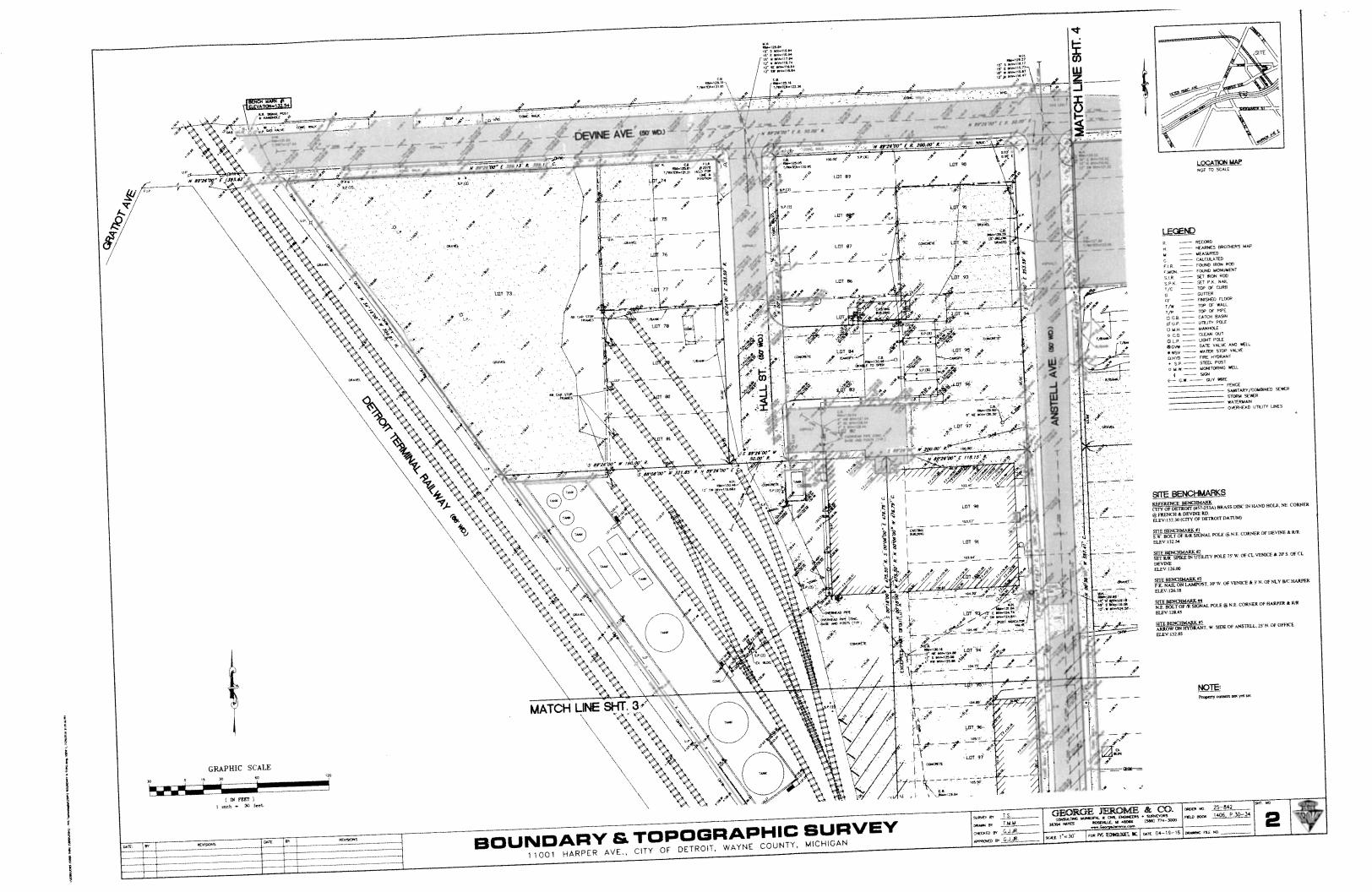
Mr. David A. Nicholson [dnicholson@pvschemicals.com]

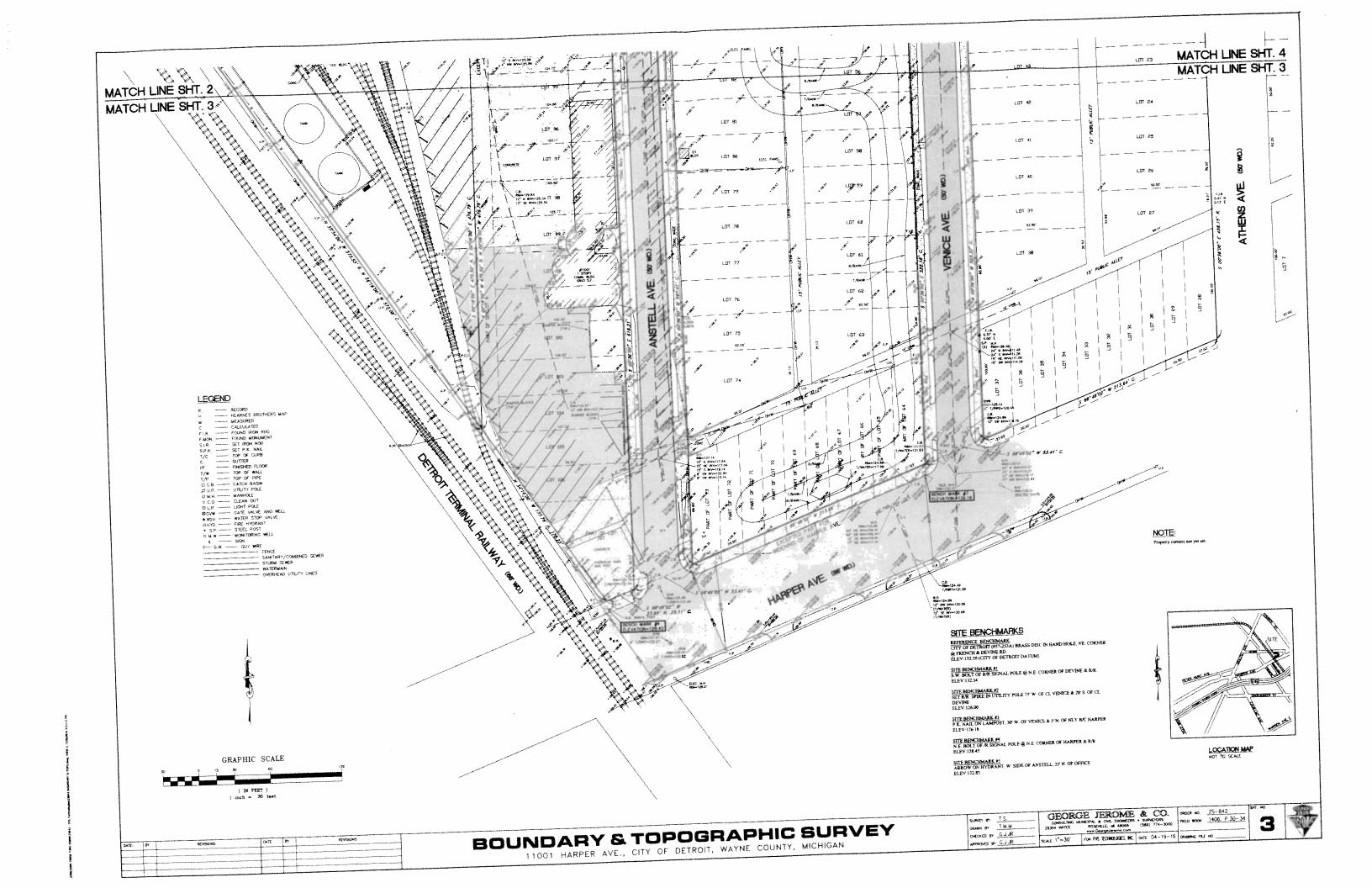
Mr. Timothy F. Nicholson [tnicholson@pvschemicals.com]

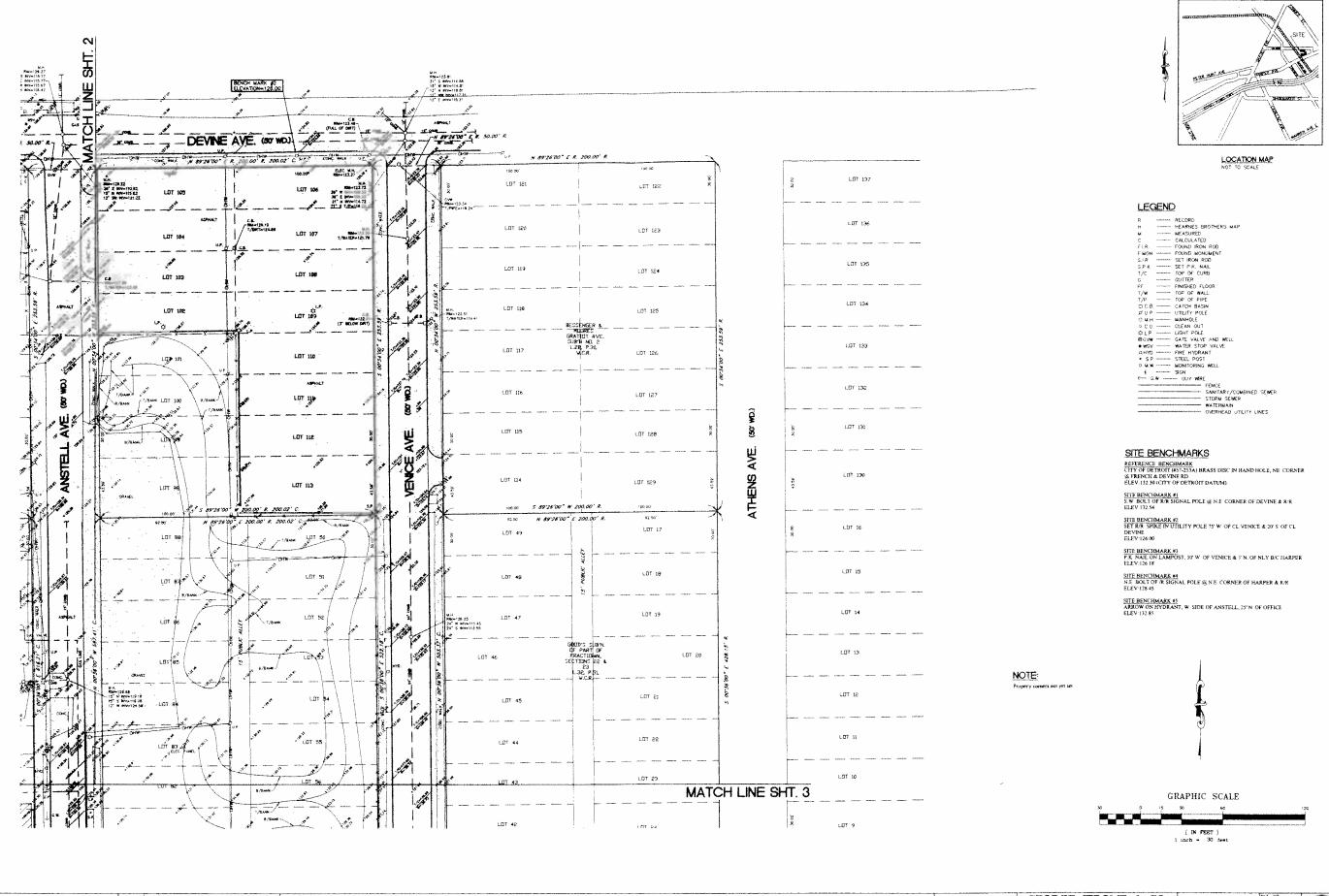
Mr. John S. Nicholson [jsnicholson@pvschemicals.com]

Attachment 1—Plat Diagram No. 1: Survey of Land Surrounding Venice and Athens









BOUNDARY & TOPOGRAPHIC SURVEY

11001 HARPER AVE., CITY OF DETROIT, WAYNE COUNTY, MICHIGAN

4

DRAWN BY T.M.M.



Attachment 2—Information Report: Property Surrounding Venice and Athens



Revision No. 2 Commitment for Title Insurance Schedule A

File No: 82-16473533-SGP

Commonly Known As: 11001 Harper, Detroit, MI 48211

1. Effective Date: May 24, 2016, at 8:00 am

2. Policy or policies to be issued:

AMOUNT

(a) OWNERS POLICY Proposed Insured: INFORMATIONAL

TBD

(b) LOAN POLICY Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

JST Acquisition Company, L.L.C., as to Lots 73, 74, 75, 76, 77, 86, 87, 88, 89, 90, 102 through 129, both inclusive of Bessenger & Moore's Gratiot Ave., Sub. and

Pressure Vessel Service, Inc., as to the balance of subject property

4. The land referred to in this commitment is situated in the City of Detroit, County of Wayne, State of Michigan, as follows:

SEE EXHIBIT A

COUNTERSIGNED: GRECO TITLE AGENCY

Steven M. Greco

AUTHORIZED SIGNATORY

Greco Title Agency 36800 Gratiot Avenue Clinton Township, MI 48035 Ph:(586) 463-7200 Fax:(586) 463-6114

Agent for: CHICAGO TITLE INSURANCE COMPANY

EXHIBIT "A"

The land referred to in this commitment is described as follows: City of Detroit, County of Wayne, State of Michigan

Lots 73 through 129, Bessenger & Moore's Gratiot Ave., Subdivision No. 2, according to the plat thereof as recorded in Liber 28, Page 30 of Plats, Wayne County Records.

Outlot "A" and Lots 17 through 107, both inclusive, Good's Subdivision, according to the plat thereof as recorded in Liber 31, Page 51 of Plats, Wayne County Records.

Except that part taken for widening of Harper Avenue

All that part of Fractional Section 23, Town 1 South, Range 12 East, known as Private Claim 12, described as follows: Beginning at the intersection of the Southerly line of Bessenger & Moore's Gratiot Avenue Subdivision No. 2, recorded in Liber 28, Page 20, and the Easterly line of the Detroit Terminal Railway, 66 feet wide; thence North 88 degrees 8 minutes East along the South line of said subdivision, 321.85 feet of the Northwest corner of Out Lot "A" of Good's Subdivision, as recorded in Liber 31, Page 51; thence South 1 degrees 18 minutes East along the Westerly line of said Out Lot "A", 475.50 feet to the Easterly line of the right of way of said Detroit Terminal Railway; thence North 35 degrees 34 minutes West along the Easterly line of said right of way, 573.53 feet, more or less to the point of beginning.

Schedule B-I (REQUIREMENTS)

File No: 82-16473533-SGP

The following requirements to be complied with:

1. Standard requirements as set forth in jacket.

NOTE: In the event 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.

- 2. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
- 3. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
- 4. Pay the agreed amounts for the Title and/or the mortgage to be insured.
- 5. Pay us the premiums, fees and charges for the policy.
- 6. PAYMENT OF TAXES: Tax Parcel No.: Ward 19, Item No. 002565

2015 County Taxes in the amount of \$457.25 are PAID

2015 City Taxes in the amount of \$3,884.35 are PAID

Special Assessments: NONE

- 2015 State Equalized Value: \$48,200.00

The amounts shown as due do not include collection fees, penalties or interest.

7. PAYMENT OF TAXES: Tax Parcel No.: Ward 19, Item No. 003501-10

2015 County Taxes in the amount of \$226.71 are PAID

2015 City Taxes in the amount of \$1,876.47 are PAID

Special Assessments: NONE

- 2015 State Equalized Value: \$23,900.00

The amounts shown as due do not include collection fees, penalties or interest.

8. PAYMENT OF TAXES: Tax Parcel No.: Ward 19, Item No. 003511-20

2015 County Taxes in the amount of \$41.70 are PAID

Greco Title Agency 36800 Gratiot Avenue Clinton Township, MI 48035 Ph:(586) 463-7200 Fax:(586) 463-6114

Agent for: CHICAGO TITLE INSURANCE COMPANY

Continuation of SCHEDULE B-I (REQUIREMENTS)

Commitment No. 82-16473533-SGP

2015 City Taxes in the amount of \$445.43 are PAID

Special Assessments: NONE

- 2015 State Equalized Value: \$4,400.00

The amounts shown as due do not include collection fees, penalties or interest.

9. PAYMENT OF TAXES:

Tax Parcel No.: Ward 19, Item No. 001923-8

2015 County Taxes in the amount of \$185.17 are PAID

2015 City Taxes in the amount of \$1,632.72 are PAID

Special Assessments: NONE

- 2015 State Equalized Value: \$22,000.00

The amounts shown as due do not include collection fees, penalties or interest.

10. PAYMENT OF TAXES:

Tax Parcel No.: Ward 19, Item No. 001920-2

2015 County Taxes in the amount of \$28.28 are PAID

2015 City Taxes in the amount of \$234.39 are PAID

Special Assessments: NONE

2015 State Equalized Value: \$3,500.00

The amounts shown as due do not include collection fees, penalties or interest.

11. PAYMENT OF TAXES:

Tax Parcel No.: Ward 19, Item No. 003521-92

2015 County Taxes in the amount of \$42.66 are PAID

2015 City Taxes in the amount of \$353.27 are PAID

Special Assessments: NONE

- 2015 State Equalized Value: \$4,500.00

The amounts shown as due do not include collection fees, penalties or interest.

12. PAYMENT OF TAXES:

Tax Parcel No.: Ward 19, Item No. 001908-18

2015 County Taxes in the amount of \$1,893.64 are PAID

2015 City Taxes in the amount of \$15,771.49 are PAID

Special Assessments: NONE

- 2015 State Equalized Value: \$199,600.00

This commitment is invalid unless the insuring Provisions and Schedules A and B-II are attached. SCHEDULE B-I of this commitment--Page 4

Continuation of SCHEDULE B-I (REQUIREMENTS)

Commitment No. 82-16473533-SGP

The amounts shown as due do not include collection fees, penalties or interest.

13. PAYMENT OF TAXES:

Tax Parcel No.: Ward 19, Item No. 003593

2015 County Taxes in the amount of \$1,446.77 are PAID

2015 City Taxes in the amount of \$12,073.46 are PAID

Special Assessments: NONE

- 2015 State Equalized Value: \$152,500.00

The amounts shown as due do not include collection fees, penalties or interest.

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

- Rights or claims of parties in possession not shown by the Public Records.
- Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an
 accurate survey inspection of the Land or by making inquiry of persons in possession thereof of the Land.
- Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
- 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.
- Terms, conditions and provisions which are recited in Avigation Easement recorded in Liber 15381, Page 670, Wayne County Records.
- Terms, conditions and provisions which are recited in Mutual Driveway Agreement recorded in Liber 17228, Page 849, Wayne County Records.
- Terms, conditions and provisions which are recited in Easement Agreement recorded in Liber 17625, Page 390, Wayne County Records.
- Terms, conditions and provisions which are recited in Zoning Appeals recorded in Liber 17738, Page 41, in Liber 17678, Page 904, in Liber 17891, Page 260 and in Liber 17975, Page 414, Wayne County Records.
- Reservations in the vacated alleys and streets, as set forth in instruments recorded in Liber 21168, Page 563, in Liber 21689, Page 269 and in Liber 22567, Page 715, Wayne County Records.
- 13. Restrictions in deeds recorded in Liber 20040, Page 151 and in Liber 20040, Page 152, Wayne County Records.
- 14. Covenants, conditions and restrictions in Deed recorded in Liber 25128, Page 652, Wayne County Records.

Greco Title Agency 36800 Gratiot Avenue Clinton Township, MI 48035 Ph:(586) 463-7200 Fax:(586) 463-6114

Agent for: CHICAGO TITLE INSURANCE COMPANY

NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.

Greco Title Agency 36800 Gratiot Avenue Clinton Township, MI 48035 Ph:(586) 463-7200 Fax:(586) 463-6114

Agent for: CHICAGO TITLE INSURANCE COMPANY



PRIVACY POLICY NOTICE

Greco Title Agency and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the Greco Title Agency Privacy Policy.

Greco Title Agency as an agent for Chicago Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The Greco Title Agency Privacy Policy applies to all Greco Title Agency customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at Greco Title Agency, please write us at:Greco Title Agency c/o 31440 Northwestern Highway, Ste. 100, Farmington Hills, Michigan 48334. Attn: Legal Resources.



Chicago Title Insurance Company

Commitment No. 82-16473533-SGP

COMMITMENT FOR TITLE INSURANCE

Issued by Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

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.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

COUNTERSIGNED:
GRECO TITLE AGENCY

36800 Gratiot Avenue Clinton Township, MI 48035 Ph:(586) 463-7200 Fax:(586) 463-6114

By: Steven M. Greco Authorized Signature CHICAGO TITLE INSURANCE COMPANY

go YOU SEAL

Secretary

CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.



The current underwriter associated with this transaction is **Chicago Title Insurance Company**. Please confirm that any previously obtained premium quotes were generated with this underwriter. If a discrepancy is discovered, contact your branch office at the number below for an updated quote.

FEE SHEET & WIRE INSTRUCTIONS

SERVICE:	FEE:	RESPONSIBLE PARTY:		
Title - Certified Check Fee	\$25.00	Seller		
Title - Construction Disbursement Fee	\$400.00	Buyer/Borrower		
Title - Courier Fee (Per Item)	\$25.00	Buyer and/or Seller (as applicable)		
Title - Courtesy Closing Fee	\$150.00	Buyer/Borrower		
Title - Electronic Filing Fee (Per Document)	\$3.50	Seller (as applicable)		
Title - Escrow Fee - Deed	\$250.00	Buyer/Borrower		
Title - Settlement / Closing Fee (Bank Owned / Cash)	\$300.00	Buyer/Borrower		
Title - Settlement / Closing Fee (Bank Owned / Mortgage)	\$575.00	Buyer/Borrower		
Title - Settlement / Closing Fee (Construction Loan / Purchase)	\$575.00	Buyer/Borrower		
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Purchase)	\$250.00	Buyer/Borrower		
Title - Settlement / Closing Fee (For Sale By Owner)	\$500.00	Seller		
Title - Settlement / Closing Fee (Purchase / Cash)	\$250.00	Buyer/Borrower		
Title - Settlement / Closing Fee (Purchase / Land Contract)	\$250.00	Buyer/Borrower		
Title - Settlement / Closing Fee (Purchase / Land Contract)	\$250.00	Seller		
Title - Settlement / Closing Fee (Purchase / Mortgage)	\$575.00	Buyer/Borrower		
Title - Settlement / Closing Fee (Refinance)	\$250.00	Buyer/Borrower		
Title - Settlement / Closing Fee (Second Mortgage/HELOC)	\$250.00	Buyer/Borrower		
Title - Settlement / Closing Fee (Short Sale)	\$600.00	Seller		
Title - Settlement / Closing Fee (Split Closing / Loan Policy Only)	\$575.00	Buyer/Borrower		
Title – Settlement / Closing Fee (VA Loan)	\$575.00	Seller		
Title - Wire Fee (Per Wire)	\$25.00	Seller		

SETTLEMENT AGENT CONTACT INFORMATION

Name: Greco Title Agency

Address: 36800 Gratiot Avenue Clinton Township, MI 48043

ST License ID: MI 0074785

Contact: Debbie Dekiere

Contact ST License ID: MI 367702470

Email: mtclemens@grecotitle.com

Phone: 586-463-7200

INCOMING WIRE INSTRUCTIONS

PLEASE WIRE FUNDS TO:

Greco Title Agency 36800 Gratiot Avenue Clinton Township, MI 48035

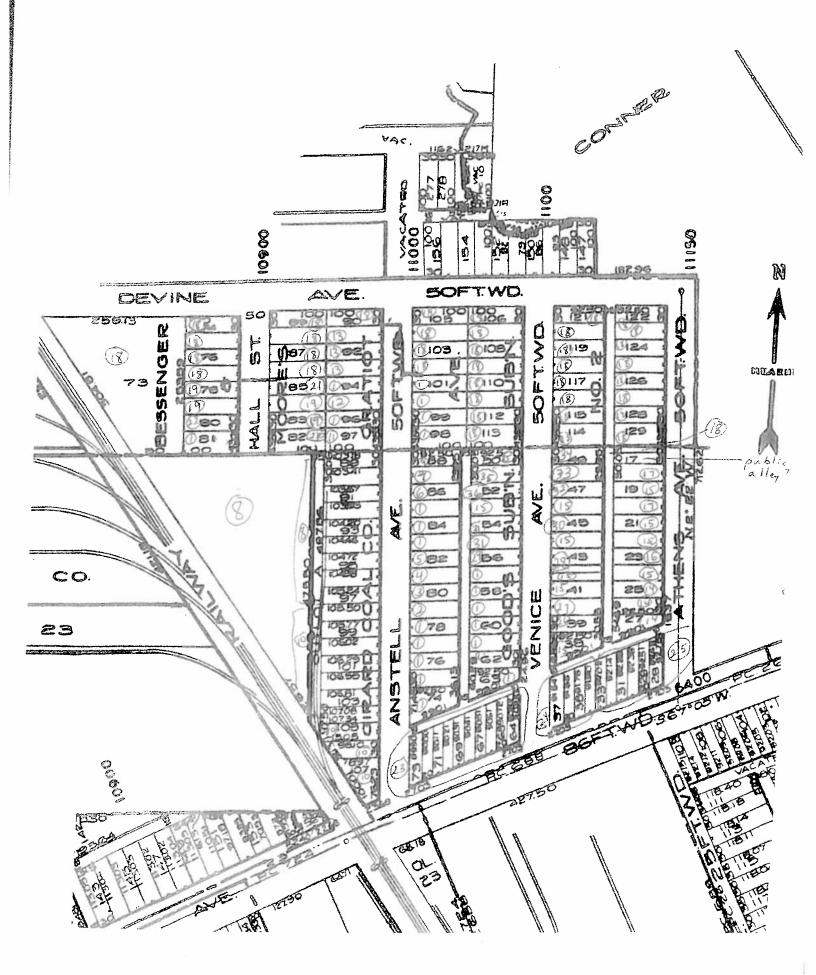
Bank Name: Flagstar Bank
Bank Address: 5151 Corporate Dr.

Troy, MI 48098

ABA No.: 272471852

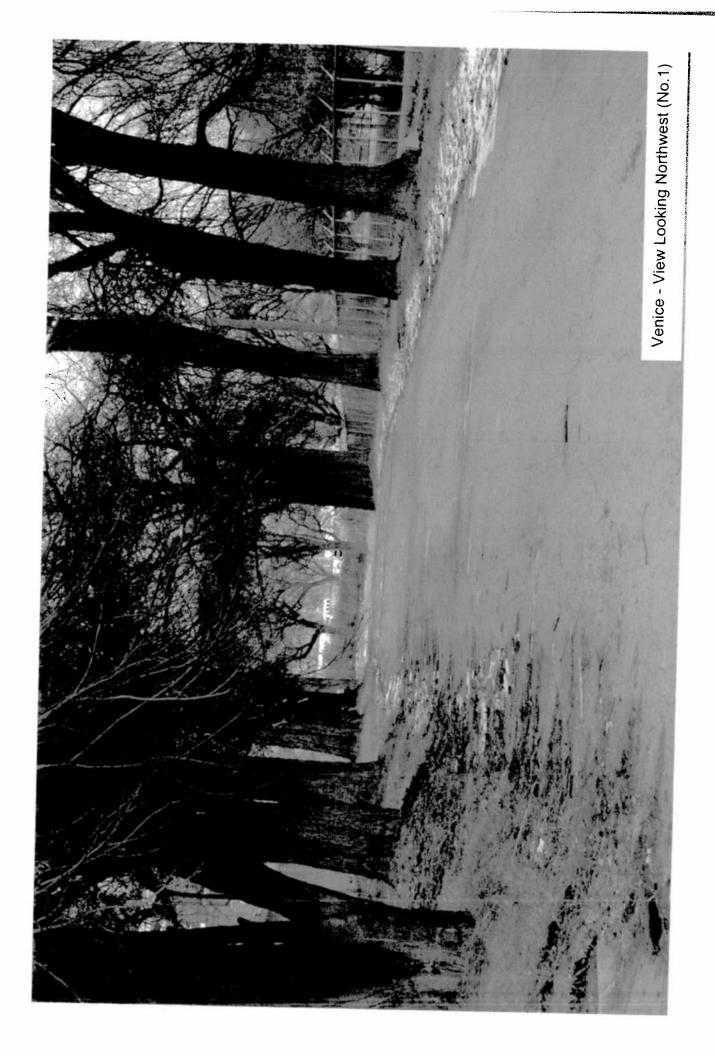
Account Name: Greco Title Agency

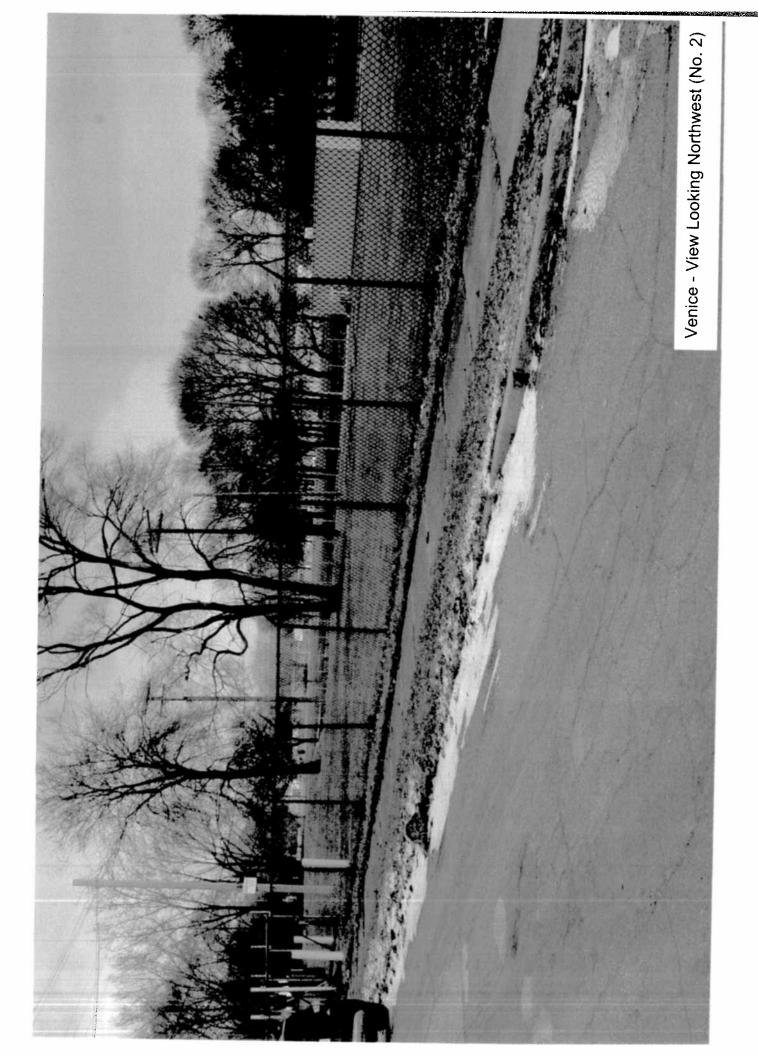
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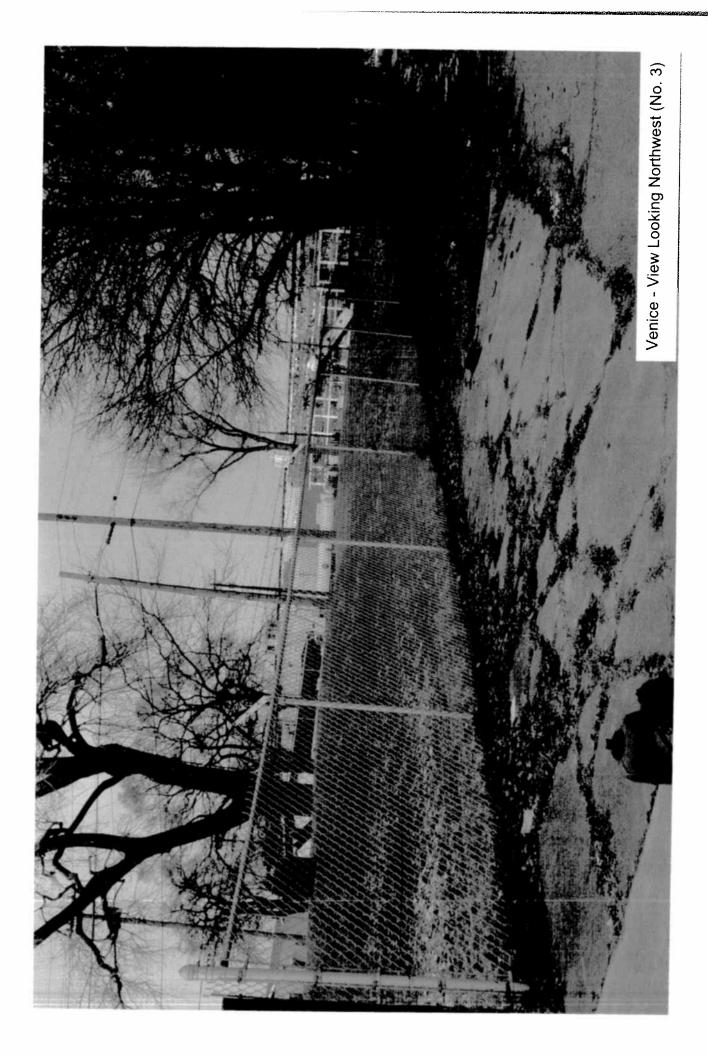


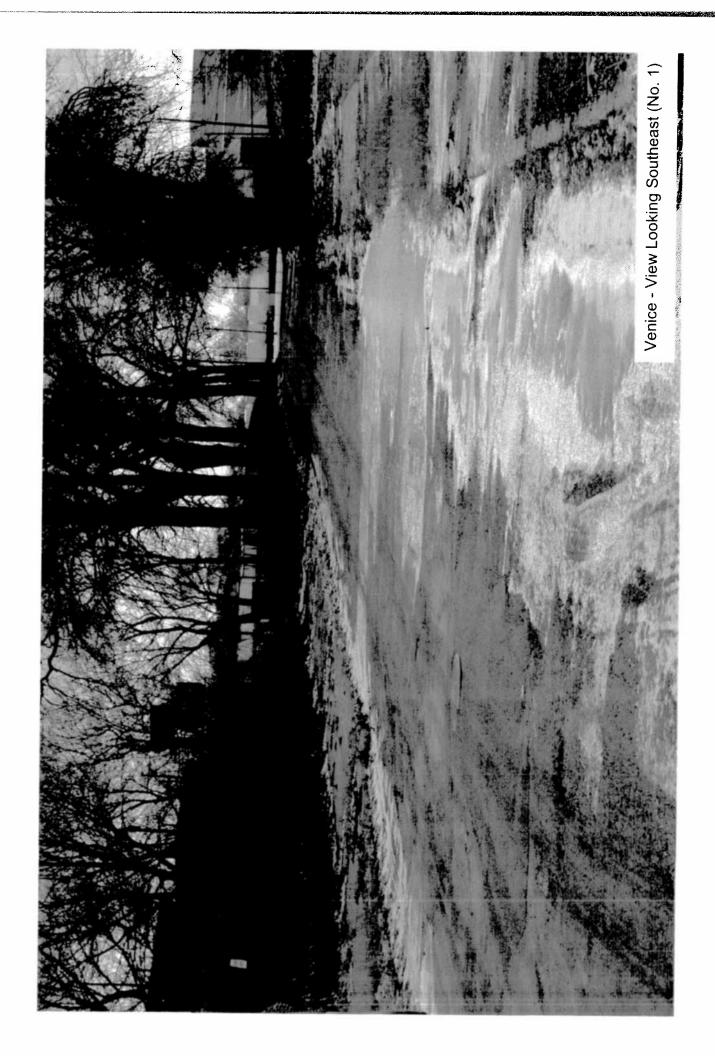
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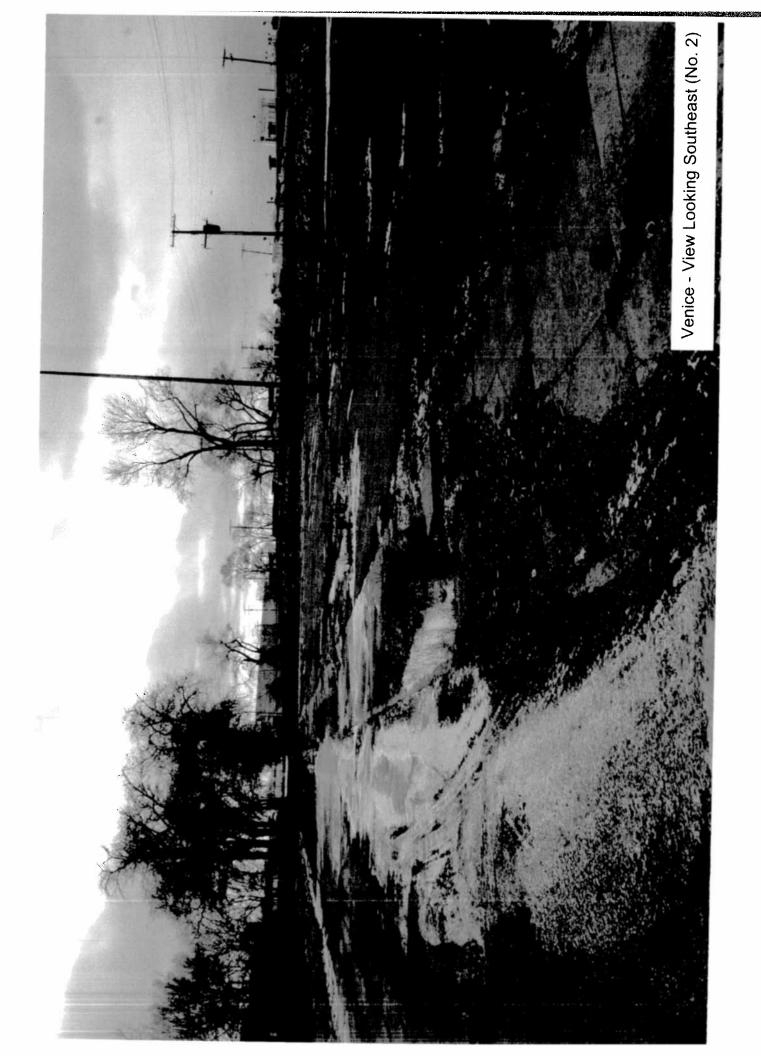
Attachment 3—Photographs of Venice





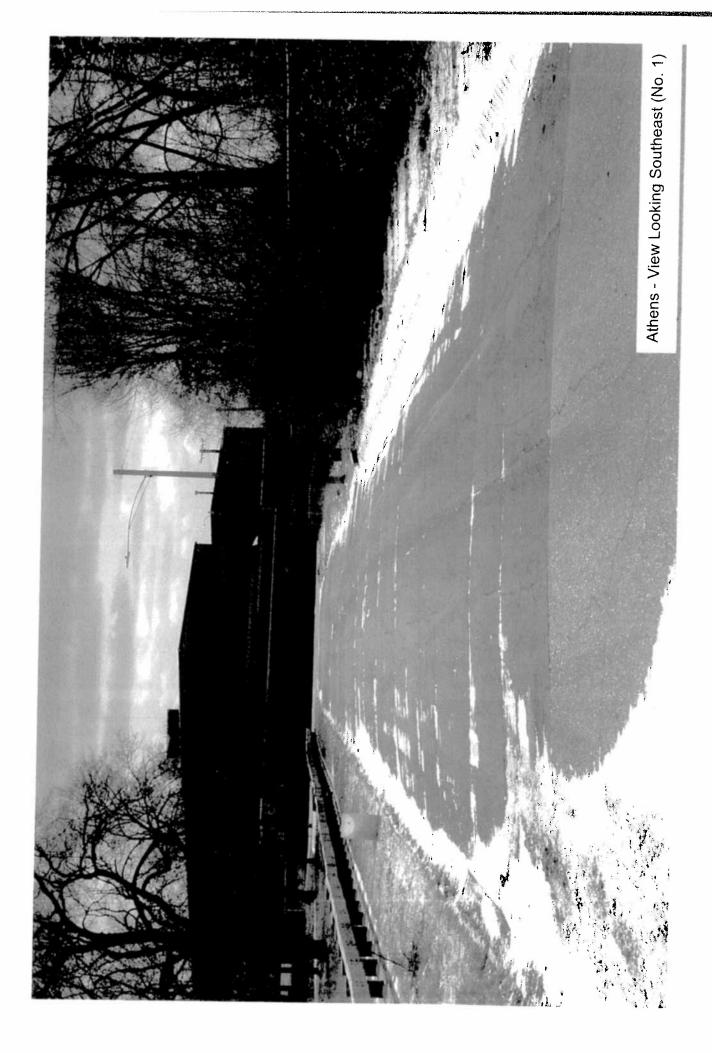


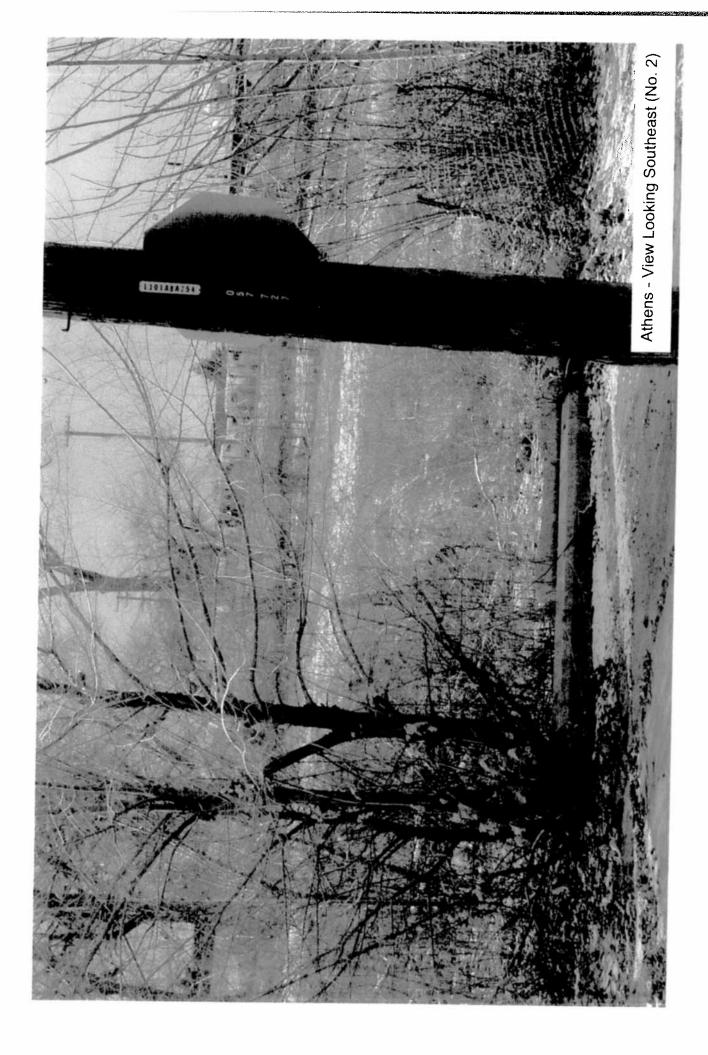


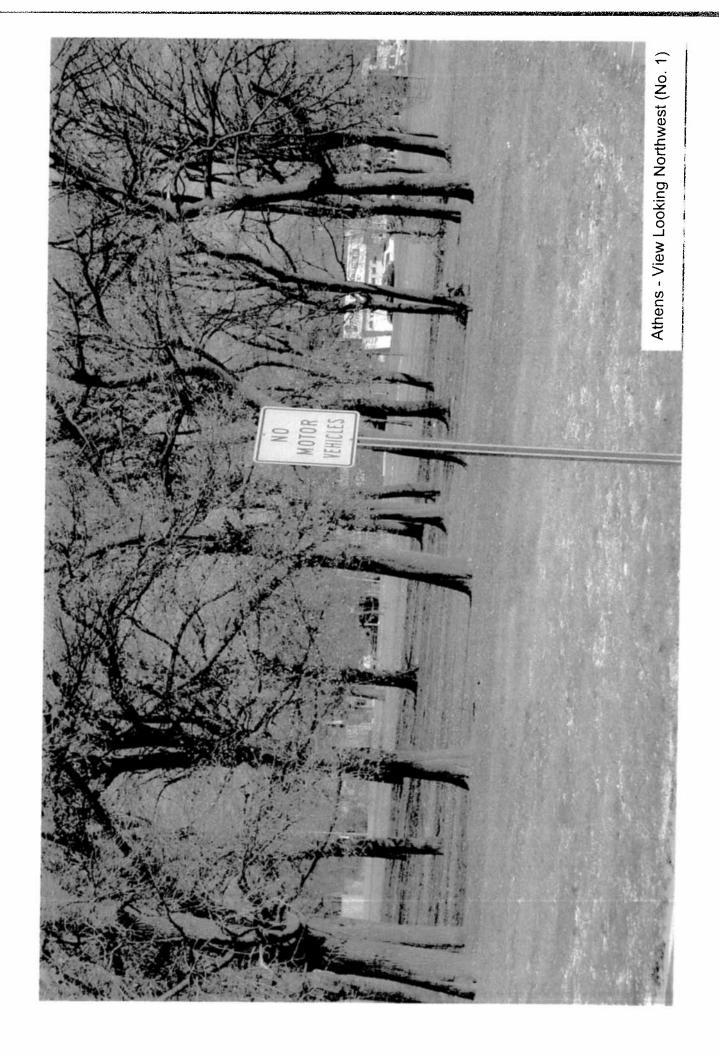


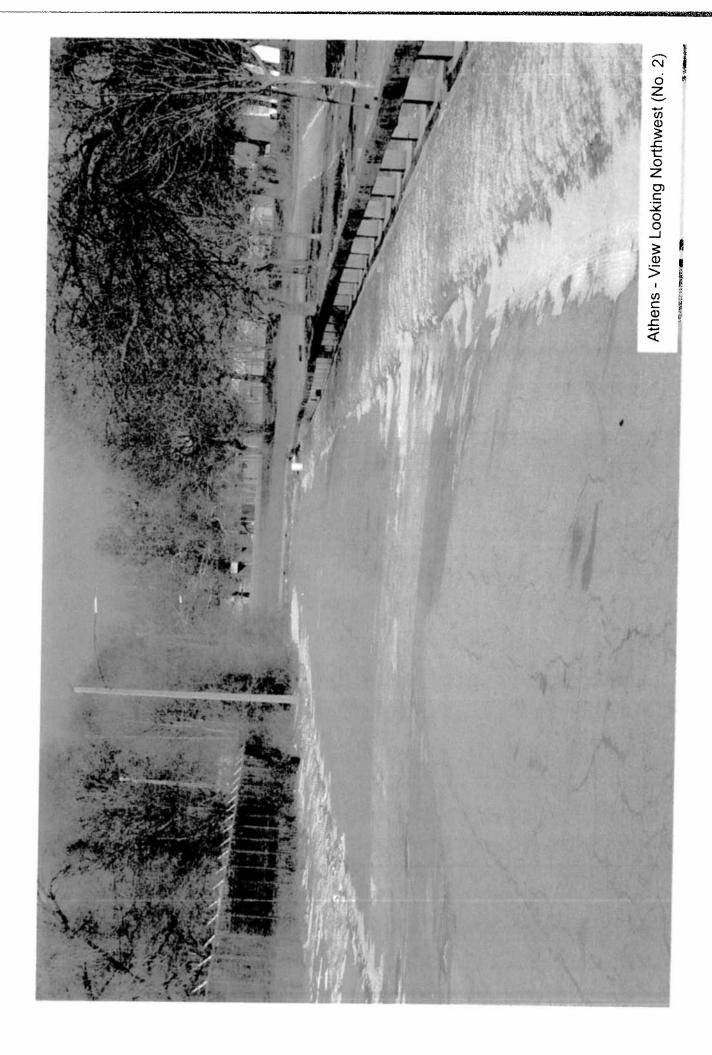
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	W.

Attachment 4—Photographs of Athens

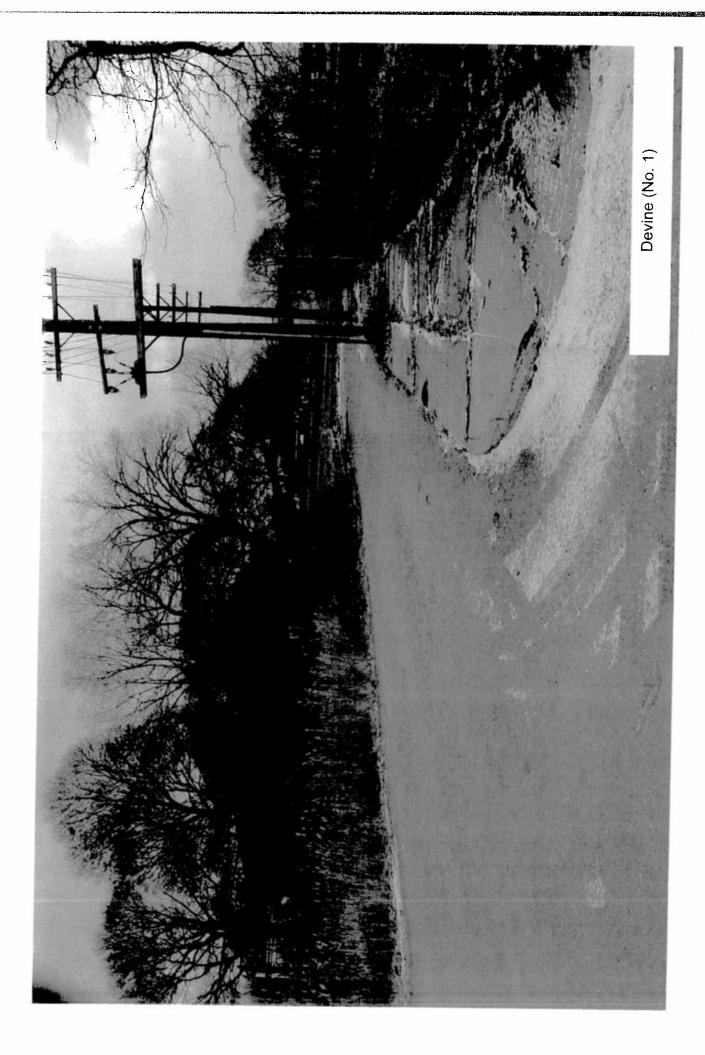


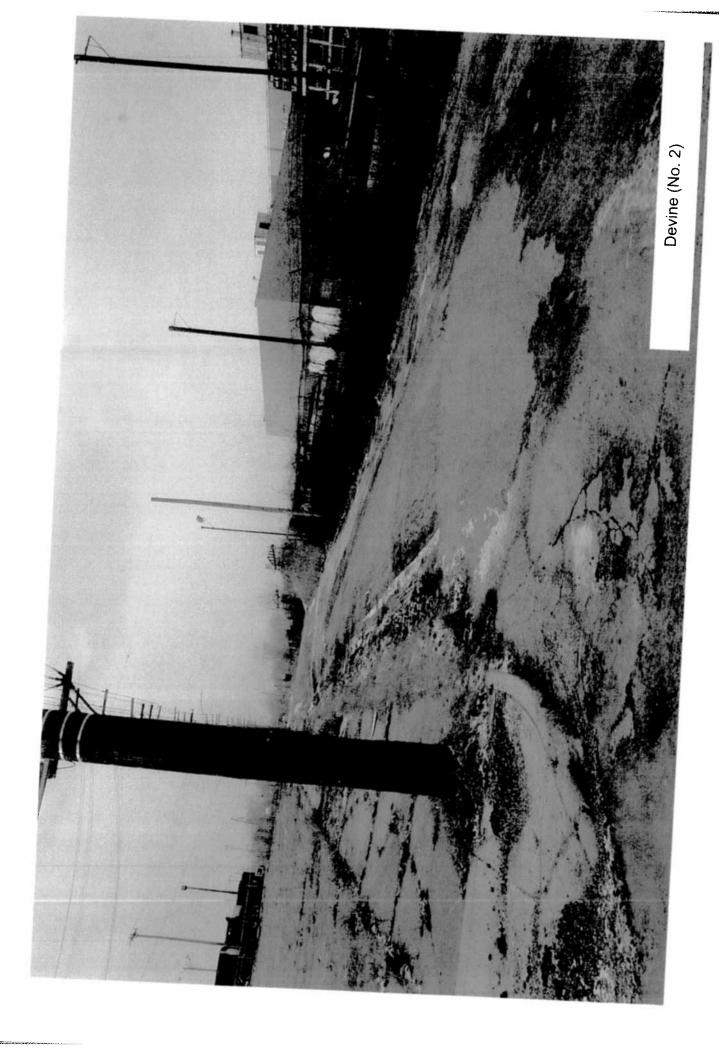












		4

Attachment 5—Right-of-Way Map: Shows Portion of Hern Between Lemay Avenue and Detroit Railroad Tracks

