



CITY of NOVI CITY COUNCIL

**Agenda Item F
December 15, 2008**

SUBJECT: Approval of Resolution Approving Michigan Natural Resources Trust Fund (MNRTF) Project Agreement and Grant Acceptance to acquire 16.2 acres of land located adjacent to Singh Trail Parkland (directly to the south and west).

SUBMITTING DEPARTMENT: Parks Recreation and Forestry *[Signature]*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

In April of 2007, the City of Novi applied for a Michigan Natural Resources Trust Fund (MNRTF) Land Acquisition Grant to acquire 16.2 acres of land located on the north side of Nine Mile Road and west of Garfield Road (see map). The property includes core reserve wildlife habitat areas, wetlands, and high quality woodlands. Additionally, it is adjacent to the Singh Trail Parkland (directly south and to the west) and is at the headwaters of the Huron River.

In December of 2007, the Michigan Natural Resources Trust Fund Board recommended funding the City of Novi grant request. The Michigan State Legislature approved the Michigan Natural Resources Trust Fund recommendation and appropriated funds in June 2008. On October 27, 2008, staff received the Department of Natural Resources Project Agreement for the acquisition of the property. The receipt of the project agreement enables staff to begin the acquisition process. Staff have obtained legal descriptions of the property as well as boundary maps.

The property owners, Heritage Shoppes, LLC will provide a cash contribution of \$37,750 to cover city administrative costs such as appraisal fees, environmental phase one assessment fees, etc. Therefore, there will be no cost to the City but City Council must adopt the attached resolution accepting the agreement and the grant. The appraisal process of the property will begin following the approval of the resolution. The acquisition process must be completed by September 30, 2009.

RECOMMENDED ACTION:

Approval of Resolution Approving Michigan Natural Resources Trust Fund (MNRTF) Project Agreement and Grant Acceptance to acquire 16.2 acres of land located adjacent to Singh Trail Parkland (directly to the south and west).

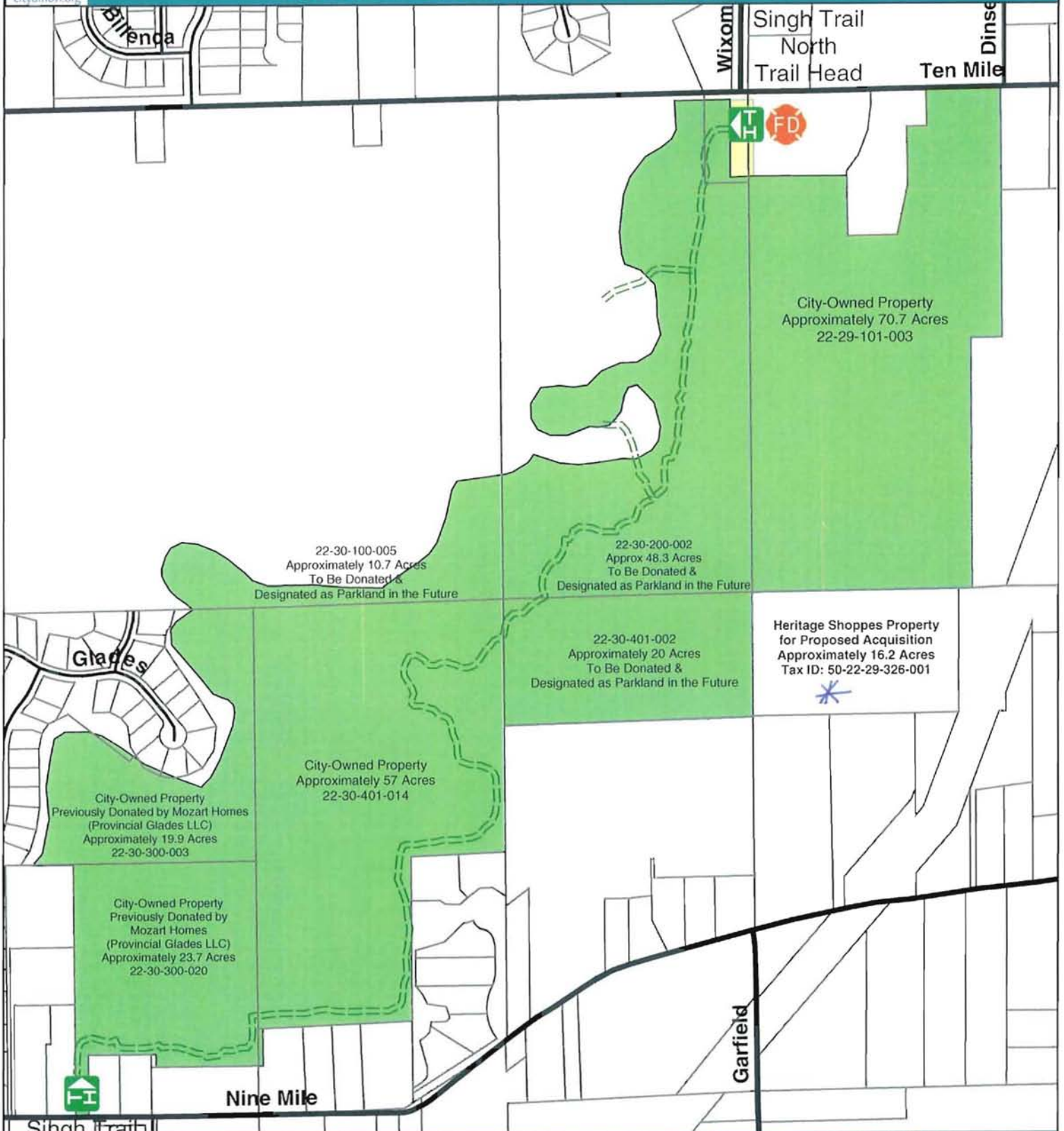
	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				



Proposed Acquisition of the Heritage Shoppes Property Plat/Parcel Ownership Map Reference

Michigan Natural Resources Trust Fund Grant Application
City of Novi Parks, Recreation, and Forestry Department



CITY OF NOVI

DEPARTMENT OF PARKS, RECREATION & FORESTRY
 NOVI CITY HALL/CIVIC CENTER
 45175 W. TEN MILE ROAD
 NOVI, MI 48375-3024
 (248) 347-0400
 CITYOFNOVI.ORG
 MAP AUTHOR: CHRISTOPHER BLOUGH,
 GIS MANAGER



0 350 700 1,400

FEET

1 INCH = 700 FEET

MAP PRINT DATE: 9/09/2008

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

**RESOLUTION APPROVING MNRTF PROJECT AGREEMENT
AND ACCEPTING GRANT**

Minutes of a _____ Meeting of the City Council of the City of Novi,
County of Oakland, Michigan, held in the City Hall in said City on _____, 2008,
at _____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____
_____ and supported by Councilmember _____.

WHEREAS, on or about April 1, 2007, the City of Novi applied for a Grant from the Michigan Natural Resources Trust Fund (MNRTF) in the amount of \$281,300, in connection with the acquisition of approximately 16.2 acres of property within the City of Novi, located between 9 and 10 Mile Roads adjacent to existing and future parkland, for purposes of passive parkland (the Property); and

WHEREAS, on December 5, 2007, the MNRTF approved the City's Grant Application;
and

WHEREAS, the MNRTF has prepared the attached Project Agreement to accomplish the Grant through a reimbursement of funds to be paid initially by the City of Novi for the acquisition of the Property and closing thereon; and

WHEREAS, the City has determined to approve the Project Agreement and to accept the Grant subject to the terms of the Project Agreement; and

WHEREAS, the City has determined to secure the funds necessary to purchase the Property (subject to reimbursement through the Grant) from its Parks and Recreation Fund;

NOW, THEREFORE, BE IT RESOLVED, that the Novi City Council hereby resolves:

1. To approve the attached Project Agreement;
2. To accept the Grant for the MNRTF in the amount of \$281,300;
3. To secure the necessary funds for the acquisition of the Property from its Park and Recreation Fund.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

MARYANNE CORNELIUS, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at _____ meeting held this _____ day of _____, 2008.

MARYANNE CORNELIUS, CITY CLERK



Michigan Department of Natural Resources -- Grants Management

**MICHIGAN NATURAL RESOURCES TRUST FUND
LAND ACQUISITION PROJECT AGREEMENT**

Project Number: TF07-017

Project Title: Novi Core Habitat Reserve Property Acquisition

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **CITY OF NOVI IN THE COUNTY OF OAKLAND** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the acquisition of land for resource protection and public outdoor recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In **PA 278 of 2008**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments **by December 31, 2008**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B) and Recreation Grant application bearing the number **TF07-017** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is **October 1, 2008 through September 30, 2009**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through its Grants Management.
 - a. All reports, documents, or actions required of the GRANTEE shall be submitted to:
MICHIGAN NATURAL RESOURCES TRUST FUND
GRANTS MANAGEMENT
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30425
LANSING MI 48909-7925

The GRANTEE'S representative for this project is:

Name: Randall A. Auler Title: Director Parks, Recreation & Forestry
Mailing Address: City of Novi; 45175 W. Ten Mile, Novi, MI 48375
Phone Number: 248.347.0400 Fax Number: 248.347.3286
E-Mail Address: rauler@cityofnovi.org

- a. All notices, reports, requests or other communications from the DEPARTMENT to the GRANTEE shall be sufficiently given when mailed and addressed as indicated above. The DEPARTMENT and the GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.
 - b. The GRANTEE certifies to the DEPARTMENT that the person listed as the GRANTEE'S representative is officially empowered to act on behalf of the GRANTEE. Further, the GRANTEE certifies that the person listed as their representative does not now or will not in the future have any FINANCIAL INTEREST, HOLDINGS IN A BUSINESS OR ENTITY or PERSONAL INTEREST, including their immediate family, in the property that is the subject of this grant.
4. The grant herein provided is for the acquisition by the GRANTEE of **16 acres of fee simple title** free of all liens and encumbrances to lands situated and being in the **CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN** as described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B). As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **passive recreation, as further described in the GRANTEE'S proposal to the DEPARTMENT**. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. The DEPARTMENT agrees as follows:
- a. To grant to the GRANTEE a sum of money equal to **Fifty-Four (54%) percent** of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of **Two Hundred Eighty-One Thousand Three Hundred (\$281,300.00) dollars**.
 - b. To include the following in the total cost of acquisition eligible for reimbursement as provided for in Section 6(a):

- i. Purchase price of the land in the project area acquired by the GRANTEE during the project period as provided for in this Agreement;
 - ii. Those relocation assistance costs authorized by P.A. 227 of 1972, supra, and the terms of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (PL 91-646) 94 Stat 1894 (1970);
 - iii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, and environmental assessments; and
 - iv. Costs incurred and paid by the GRANTEE for an appraisal(s) as provided for in Section 8(d) that is performed no more than fifteen (15) months before the project period, or as otherwise approved by the DEPARTMENT, and that has been approved by the DEPARTMENT.
 - c. To grant funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred, as follows:
 - i. Payments will be made on a reimbursement basis at ***Fifty-Four (54%) percent*** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on forms provided by the DEPARTMENT and that meets all documentation requirements set forth by the DEPARTMENT. A complete reimbursement request must document the total cost of the acquisition and the GRANTEE's compliance with Section 7 of this Agreement and DEPARTMENT acquisition project procedures.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by the DEPARTMENT. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a MNRTF plaque in compliance with Section 8(p) of this Agreement.
7. The GRANTEE shall be eligible for reimbursement only upon completion of all of the following:
 - a. Acquisition by the GRANTEE of fee simple title free of all liens and encumbrances of all lands in the project area, and
 - b. The GRANTEE has submitted proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance insuring the GRANTEE is possessed of marketable record title in fee simple, free of all liens and encumbrances to the land's in the project area, and said policy to

insure the GRANTEE against loss or damage at least equal to the purchase price of the subject lands, and

- c. The GRANTEE has made proper conveyance to the State of Michigan of all mineral rights to which the State is entitled under this Agreement as outlined in Section 8(l), and
- d. The GRANTEE has submitted a complete request for reimbursement as set forth in this Agreement.

8. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Two Hundred Thirty-Nine Thousand Two Hundred (\$239,200.00) dollars** as local match to this project. This sum represents **Forty-Six (46%) percent** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. To complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
- c. To make no written offer or commitment to purchase lands in the project area before execution of this Agreement or before written DEPARTMENT approval as provided for in Section 8. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subjects this Agreement to termination by the DEPARTMENT.
- d. To complete an appraisal of the project area in accordance with standards established by the DEPARTMENT to determine the fair market value thereof; two appraisals meeting these standards being required for properties valued at \$500,000 or more. Failure to complete the appraisal in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
- e. To submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.
- f. To perform, or to directly contract for the performance of, all appraisals, appraisal reviews, title review and closing, actual acquisition of all lands in the project area, and the relocation of tenants, owners, and/or businesses in accordance with and consistent with provisions of P.A. 227 of 1972, supra, and the terms of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (PL 91-646) 94 Stat 1894 (1970).

- g. To eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
- h. To provide verification that the site is not a facility as defined by State Law, based on the results of due diligence and, if needed, an environmental assessment or if the site has been determined to be a facility, to provide documentation of due care compliance.
- i. To remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- j. To complete acquisition of the entire project area before **September 30, 2009**. Failure to acquire the project area by **September 30, 2009** shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 22 of this Agreement.
- k. To provide to the DEPARTMENT all documents and information as specified in Sections 6(c) and 7 of the Agreement within 90 days after the actual acquisition of land in the project area and no later than **December 31, 2009**. Failure to submit the required documents and information for review before **December 31, 2009** shall constitute a breach of this Agreement and subjects the GRANTEE to the remedies provided for by law and Section 22 of this Agreement.
- l. For parcels over 5 acres, to execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan perpetual nonparticipating 1/6 interest in all of the rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area.
- m. To retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- n. To not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area, and not to develop these minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.
- o. To maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final reimbursement request.
- p. To erect and maintain a plaque either on the park entry sign of the project area, or if no park entry sign exists, to construct an entry sign identifying the site as available for public use with the plaque posted on the sign, which designates this project as one having been acquired with the assistance of

the MNRTF. The size, color, and design of this plaque shall be in accordance with DEPARTMENT specifications.

- q. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- r. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
- s. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
- t. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
- u. To maintain the premises in such condition as to comply with all federal, State, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.
- v. To make the project area and any facilities located thereon and the land and water access ways to them open to the public within 90 days of the date of acquisition and to keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
- w. To make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.

- x. To agree that the project area will not be named in honor of a person either living or deceased unless approved by the BOARD.
-
- 9. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
 - 10. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.
 - 11. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
 - 12. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that lands in the the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater fair market value and of reasonable equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
 - 13. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or

greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

14. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring same.
 - d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.

15. Before the DEPARTMENT will give written approval to make a written offer to purchase the property included in this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
 - b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

16. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

17. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
18. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
19. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
20. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
21. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
22. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
 - d. Require repayment of grant funds already paid to GRANTEE.

23. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
24. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
25. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
26. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed it and returned it together with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT, and
 - b. The DEPARTMENT has signed it.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the _____ date _____
meeting of the _____
(special or regular) (name of approving body)

GRANTEE

SIGNED:

WITNESSED BY:

By _____

1) _____

Title: _____

2) _____

Date: _____

Grantee's Federal ID#

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

WITNESSED BY:

By _____
Jim Wood

1) _____

Title: Manager, Grants Management

2) _____

Date: _____

APPENDIX A
LEGAL DESCRIPTION OF THE PROJECT AREA

120157188

32/61

Warranty Deed

THE GRANTOR(S) Margaret W. Northrop

whose address is 25 E Rossmoor Dr., Jamesburg, NJ 08831

convey(s) and warrant(s) to Adam E. Pachana, a married man

whose address is 6767 Locust Dr., Troy, MI 48099

the following described premises situated in the City of Novi, County of Oakland, and State of Michigan:

Part of the Southwest 1/4 of Section 29, Town 1 North, Range 8 East, described as: North 1/4 of the West 1/2 of the Southwest 1/4 of Section 29, except that part described as beginning at a point distant West 1319.44 feet from the Center of Section 29; thence West 250 feet; thence South 00 degrees 06 minutes 30 seconds West 664.55 feet; thence North 89 degrees 16 minutes 30 seconds East 250 feet; thence North 00 degrees 06 minutes 30 seconds East 661.39 feet.

Tax ID: 22-29-326-001

Vacant Nine Mile Road

For the sum of Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00); subject to easements and building and use restrictions of record and acts and/or omissions of others since 11/9/76, the date of a certain land contract pursuant to which this deed is issued.

Dated this 30 day of JULY, 1991.

Signed by:

Witness Gertrude Opyke

Margaret W. Northrop

Witness Helen Hechter

NOTARY PUBLIC

STATE OF New Jersey

COUNTY OF Middlesex

O.K. - LM

The foregoing instrument was acknowledged before me this 30 day of July, 1991, by Margaret W. Northrop

M. Joy Lancaster
Notary Public, NOTARY PUBLIC OF NEW JERSEY
My commission expires: DEC. 21, 1994

When Recorded Return To: Daniels Management Company
673 Martin L. King Jr. Blvd. N.
Pontiac, MI 48342

Send Subsequent Tax Bills To: Daniels Management Company
673 Martin L. King Jr. Blvd. N.
Pontiac, MI 48342

Drafted by: M. Northrop
25E Rossmoor Dr.
Jamesburg, NJ 08831

Tax Parcel #

Recording Fee:

Revenue Stamps:

AUG 9 1991

Rec'd 12/31/08

Handwritten notes: 1/00, 2/00, +1, 1/85, 1/12

Handwritten notes: 019103, 8/12/91

WARRANTY DEED STATUTORY FORM

#1337931

KNOW ALL MEN BY THESE PRESENTS: That ADAM E. PACHANA AND LIDIA T. PACHANA, HIS WIFE

whose address is: 6787 LOCUST DRIVE, TROY, MI 48098

Convey(s) and Warrant(s) to: MORTGAGE CORPORATION OF AMERICA, a Michigan corporation

whose address is: 23999 NORTHWESTERN HWY., #100, SOUTHFIELD, MI 48075-2579

the following described premises situated in the CITY of NOVI, County of OAKLAND, and State of Michigan, described as:

PART OF THE NORTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 SECTION 29, TOWN 7 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN EXCEPT BEGINNING AT A POINT DISTANT WEST, 1319.44 FEET FROM THE CENTER OF SAID SECTION; THENCE WEST 250 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 30 SECONDS WEST 664.55 FEET; THENCE NORTH 89 DEGREES 66 MINUTES 30 SECONDS EAST, 250 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 30 SECONDS EAST, 661.39 FEET.

#

also (VACANT) NINE MILE ROAD, NOVI, MI

\$ 7.00 DEED
\$ 2.00 REMONUMENTATION
\$ 1296.00 TRANSFER TAX (COMBINED)
10 AUG 95 8:44 A.M. RECEIPT BE PAID
RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

Tax Roll No. 22-29-326-001

for the sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 --- (\$150,000.00) ----- Dollars

subject to (1) Building and use restrictions and easements of record

Dated this 19th day of JULY, 1995



Signed in the presence of:

Signed by:

Thomas Miller
TOMMY MILLER

Adam E. Pachana
ADAM E. PACHANA

Michael V. McLeod
MICHAEL V. MCLEOD

Lidia T. Pachana
LIDIA T. PACHANA

Handwritten notes: 100, 200, 100, 100, 100, 100, 100, 100, 100, 100

STATE OF MICHIGAN }
}SS
COUNTY OF OAKLAND }

The foregoing instrument was acknowledged before me this 19th day of JULY, 1995, by ADAM E. PACHANA AND LIDIA T. PACHANA, HIS WIFE.

My commission expires 2-21-2000
Notary Public
County, Michigan

Drafted By: Lee P. Wells, Pres.
Land Contract Division
Mortgage Corporation of America
Address: 23999 Northwestern Hwy., #100, Southfield, MI 48075

When Recorded Return To:
Mortgage Corporation of America
23999 Northwestern Hwy., #100
Southfield, MI 48075-2579

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

HUGH DOHANY, County Treasurer
Sec. 135, Act 200, 1993 as amended

O.K. - J.S.

Handwritten: P. Wells 12/31/09

451022
LIBER 27000 PAGE 101
\$9.00 DEED - COMBINED
\$2.00 REMONUMENTATION
\$344.00 TRANSFER TX COMBINED
11/05/2002 12:21:51 P.M. RECEIPT# 89428
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

001 25282

100

00000000000000000000

WARRANTY DEED



Metropolitan Title Company

America's Premier Independent Title Agency

Corporation

Know All Persons by These Presents: That Sterling Bank & Trust, FSB, a Michigan Corporation whose address is One Towne Square, 17th Floor, Southfield, MI 48076

Convey(s) and Warrants(s) to Heritage Shoppes, L.L.C., a Limited Liability Company whose address is 29201 Telegraph Road, Ste 450, Southfield, MI 48034

the following described premises situated in the City of Novi, County of Oakland and State of Michigan, to-wit:

Part of the Southwest 1/4 of Section 29, Town 1 North, Range 8 East, Michigan, described as: The North 1/4 of the West 1/4 of the Southwest 1/4 of Section 29, except that part described as; beginning at a point distant West 1319.44 feet from the center of Section 29; thence West 250 feet; thence South 00 degrees 06 minutes 30 seconds West 664.55 feet; thence North 89 degrees 16 minutes 30 seconds East 250 feet; thence North 00 degrees 06 minutes 30 seconds East 661.39 feet to the point of beginning.

More commonly known as: Garfield-Nine Mile

For the full consideration of: Forty Thousand and 00/100 Dollars (\$40,000.00).

Subject to: Building and use restrictions, reservations, and easements of record.

If the property conveyed is unplatted, the following applies:

The grantor grants to the grantee the right to make _____ division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967. (If no number is inserted, the right to make divisions stays with the portion of the parent tract retained by the grantor; if all of the parent tract is conveyed, then all division rights are granted.) This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right To Farm Act.

Dated this 8th day of October, 2002.

STATE OF MICHIGAN



REAL ESTATE *
TRANSFER TAX *
\$44.00 CO *
\$300.00 ST *
225022 *

OAKLAND
11/05/2002
89428

O.K. - AW

LP
R
CB
FM

Drafted by:
Sterling Bank & Trust, FSB
Joya Pastori
One Towne Square, 17th Floor
Southfield MI 48076

Return To:
Heritage Shoppes, L.L.C.
29201 Telegraph Road, Ste 450
Southfield MI 48034

Send Tax Bills To:
Heritage Shoppes, L.L.C.
29201 Telegraph Road, Ste 450
Southfield MI 48034

Assisted by: Metropolitan Title Company

Recording Fee: \$12.00
File Number: CM-445855

State Transfer Tax: \$300.00
County Transfer Tax: \$44.00

Tax Parcel No.:
22-29-326-001

01-2050 PK

355

Handwritten signature and date: 12/3/05

(Attached to and becoming a part of Warranty Deed dated: October 8, 2002, between Sterling Bank & Trust, FSB, a Michigan Corporation, as Seller(s) and Heritage Shoppes, L.L.C., a Limited Liability Company, as Purchaser(s).)

Witnesses:

Mary Ann Edwards
Mary Ann Edwards
Kathleen Stewart
Kathleen Stewart

Signed and Sealed:

Sterling Bank & Trust, FSB
By Joya Pastori
Joya Pastori

State of Michigan
County of Oakland

The foregoing instrument was acknowledged before me
this October 8, 2002, by Joya Pastori of Sterling Bank &
Trust, FSB, a Michigan Corporation

Lawrence W. Bisierna
Notary Public: LAWRENCE W. BISIERNA
County in Michigan:
Commission Expires:



Metropolitan Title Company
America's Premier Independent Title Agency

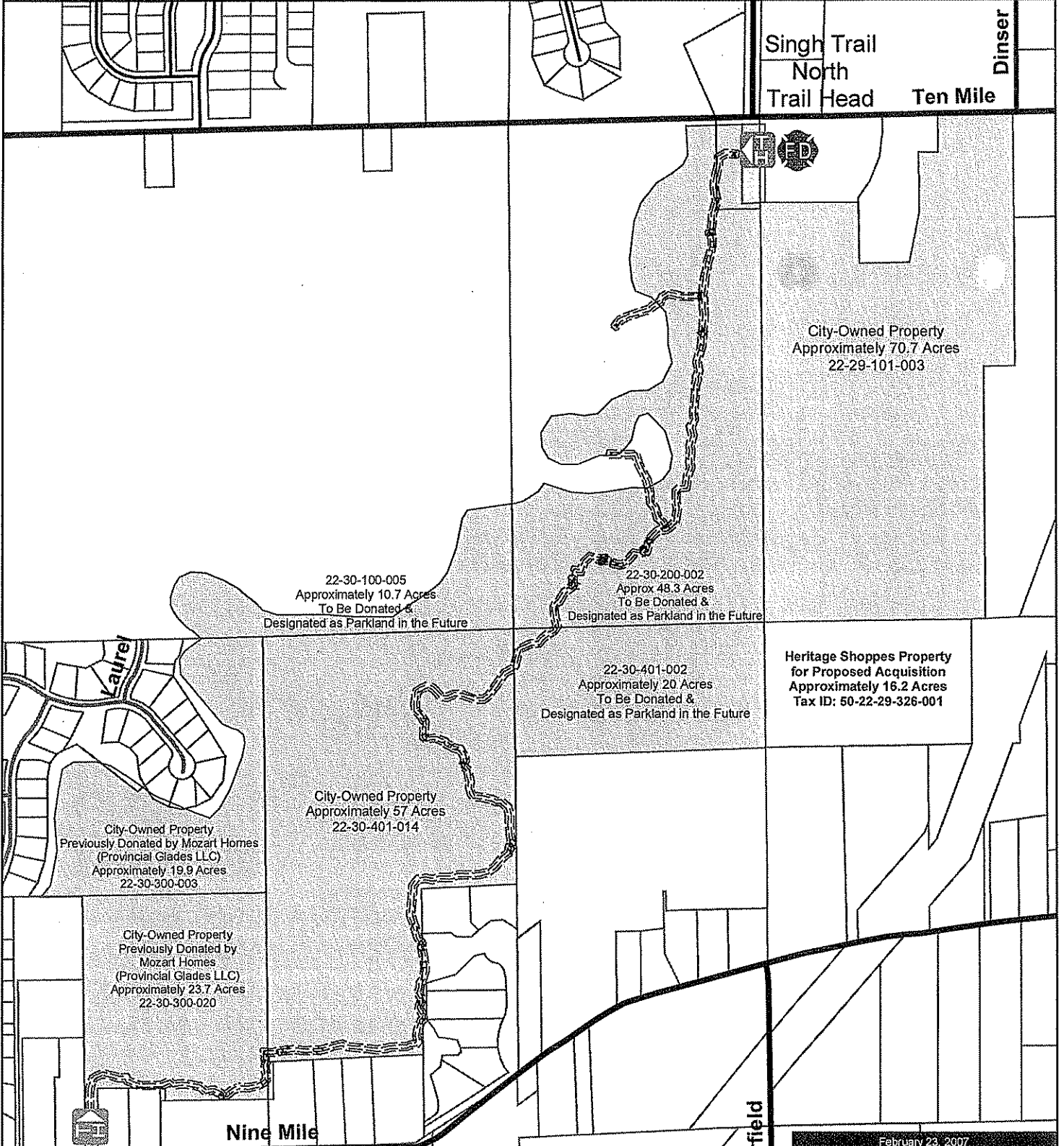
File Number: CM-445855

APPENDIX B
BOUNDARY MAP OF THE PROJECT AREA



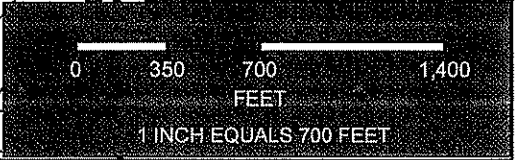
Proposed Acquisition of the Heritage Shoppes Property Plat/Parcel Ownership Map Reference

Michigan Natural Resources Trust Fund Grant Application
City of Novi Parks, Recreation, and Forestry Department



CITY OF NOVI
DEPARTMENT OF INFORMATION TECHNOLOGY
GEOGRAPHIC INFORMATION SYSTEMS OFFICE
NOVI CITY HALL/CIVIC CENTER
45175 W. TEN MILE ROAD
NOVI, MI 48275-3024
(248) 347-9279
WWW.CI.NOVI.MI.US

February 23, 2007
O:\GIS_Projects\Proj2008\Parks\
MNRTF\HeritageShoppesAcquisitionPlatParcel.mxd



*R. Auler
12/3/07*

APPENDIX C
RECREATION GRANT APPLICATION TF07-017
(Incorporated herein by reference)



2007 RECREATION GRANT APPLICATION

APPLICATION SUPPLEMENT

This information is requested by authority of Parts 19 and 703 of Act 451 of 1994, to be considered for a recreation grant.

Application Number 07-017	Project Title NOVI CORE HABITAT RESERVE PROPERTY ACQUISITION	Applicant CITY OF NOVI
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Please complete and submit this Application Supplement with all supplemental application materials. This Supplement may only be used to submit supplemental application materials for the recreation grant application referenced above (submitted as of the April 2, 2007 deadline). This Supplement may not be used for submission of new application materials. Materials must be hand-delivered or postmarked no later than October 1, 2007. Materials postmarked after October 5th will not be considered by the Department of Natural Resources (DNR).

Some changes to your application may require a resolution of support or adoption from your governing body. Changes which require a resolution are:

- An increase in the grant request amount or increase in the total match amount committed.
- An increase in the match amount being committed from local general funds, local restricted funds, or force account labor.
- Amendments to your recreation plan. Resolution(s) are needed from your governing body and all other governing bodies for the jurisdiction covered by the plan.

Resolutions must be adopted no later than October 5, 2007 and must be hand-delivered or postmarked no later than October 5, 2007. In all cases, the resolutions must be from the governing body of the applicant – i.e., board of commissioners, city council, township supervisors, etc. Resolutions from Parks and Recreation Commissions or Advisory Boards are not sufficient.

APPLICATION REVISIONS

Please complete the following with any revised information from your original application.

Please refer to the instructions on your original application form (PR5750) to complete each of the areas below. If any section included in this Supplement does not apply to your situation (i.e., you are not making changes to that aspect of the application), please cross out that section.

PROJECT DATA

If changes to the project made by these supplemental materials result in a change to the project description title or please show the new information below.

Project Title _____

Project Description _____

PROJECT COST, GRANT REQUEST, MATCH

If you want to change the total project cost, grant amount requested or your match commitment, please enter the information below:

- If your changes lead to an increase in the grant request amount or increase in the match amount, you must submit a new resolution from your governing body.

Project Cost, Grant Amount Requested and/or Match

	MNRTF	LWCF
a) Total Project Cost	\$ 520,450	\$ _____
b) Grant Amount Requested	\$ 281,300	\$ _____
c) Applicant's Matching Funds	\$ 239,150	\$ _____
d) Percentage Match Commitment	46 %	_____ %

**Application
Supplement
Narrative**

1. Need for Project

This project is required for the protection of this valuable piece of property for several reasons. Although the City of Novi does have ordinances in place that protect woodlands and wetlands, the property owners are able to obtain permits that would allow such property to be developed. For instance, per the City's woodlands ordinance, the owner could apply for a permit to develop the land as long as they replaced each tree removed that was over 8" DBH (see attached section of the City of Novi's Woodlands Ordinance). The owner also has the option of donating a set amount of money to the City's Tree Fund in lieu of planting replacement trees. Please note that replacement trees are not required for trees removed under 8" DBH. The City's wetlands ordinance also provides some protection with similar exceptions. If the property owners obtain the proper permits, they could develop this land as long as the acreage lost was mitigated elsewhere.

The need for this project is also justified by the existing opportunities to develop this land that the property owners could be pursuing instead of working with the City of Novi to protect it, as outlined in the enclosed letter. Prior to working with the City to pursue this grant opportunity, the property owners were in discussion with ITC (International Transmission Company) regarding a possible easement. The property's owners were also in discussion with surrounding land owners about the possibility of acquiring an access easement through them to the property. Should the City fail to incorporate this land into its surrounding protected parkland, the property owners would reinstate discussion to develop it and acquire access from surrounding property owners, or through an easement from ITC. It would also be pertinent to mention that there is currently an adjoining parcel for sale directly south of this property that would provide direct access to 9 Mile Road (see included Properties For Sale map).

Also, please find enclosed two new letters and one email of support for this project that have been received since the April 2nd application submittal; one letter from Senator Carl Levin, another letter from John Paskus, Senior Conservation Scientist at the Michigan State University Extension and one email from Tim Gilberg of the neighboring Cheltenham Estates Homeowners Association. Also included are several news articles and letters of support from the 2006 application for this same project.

4. Project Quality

Please find enclosed a letter from the property owners stating that the land donation of \$239,150 will be given to the City upon the sale of this property with "no strings attached" and that there are no obligations of any kind or nature pending to the City per this transaction.

It should also be noted that the cost of this property was assessed by an independent appraiser. The cost of land in the City of Novi is considerable in comparison to other areas for several reasons, including but not limited to its urban

setting, high commercial traffic, and increasing limited residential opportunities. Applicable examples of the average property costs can be found on the Properties For Sale map provided, which lists several parcels in the surrounding area that are equivalent or more costly than the asking price for this project.

7. Hunting, Fishing & Other Wildlife-Related Opportunities

The City of Novi and its associates feel that the wildlife opportunities that would be protected and provided by the acquisition of this property have been underestimated. Please find enclosed supplemental documentation from Dr. Brian Klatt regarding the high importance of acquiring and protecting this land.

9. Population Served by Project

Since the April 2nd application submission, the City of Novi has completed a mid-decade census that has been certified by both the Michigan Secretary of State and the Michigan Department of Treasury. This census confirms the City of Novi's new population of 52,231.

11. Match Percentage

In an effort to improve the City of Novi's application for this grant, the property owners have decided to increase their land donation match from \$197,750 (36% of the project total) to \$239,150 (46% of the project total). Please find enclosed a letter from the property owners confirming this new match amount and a resolution from the Novi City Council approving the amount.

15. Special Initiative – Winter Deer Yard & Wildlife Corridors

The City of Novi and its associates feel that the wildlife corridors that would be protected and provided by the acquisition of this property have been underestimated. Please find enclosed supplemental documentation from Dr. Brian Klatt regarding their presence and high importance of acquiring and protecting these valuable corridors.

16. Special Initiative – Urban Areas

The preliminary evaluation of the City of Novi's grant application resulted in a score of zero out of 30 points for the Special Initiative for Urban Areas. Awarding the proposal zero points for this initiative was solely because the site is located outside of an "Urbanized Area within a Metropolitan Statistical Area". The City believes that the strict application of the criteria that defines an urbanized area can result in unintended outcomes. The City requests that the score for the Urban Areas, as it applies to the city's proposal, be re-evaluated.

Projects are evaluated to determine whether they are part of an urban area by comparing their location against three possible United States Census-defined categories. These categories are based entirely on population density as measured at the block level. The question for the City's application is whether the site is defined as urban or rural based on its location inside or outside of an "Urbanized Area within a Metropolitan Statistical Area.

As can be seen from the attached map, the site in question falls just outside the boundaries of the "urban area" as defined by the Census. The site actually shares a common border with the area defined as an "urban area". However, in the strict application of the criteria, the site is defined as "rural" and the City receives no points.

The strict application of the criteria results in an outcome that does not seem consistent with the Board's Special Initiative. The following reasons highlight why:

- 1) As of 2007, the City of Novi has a population of over 50,000 making it one of the 25 largest cities in the state by population.
- 2) Reliance on the 2000 Census population density does not reflect the significant amount of growth in Novi documented by the Special Census conducted in 2007.
- 3) Reliance on criteria that uses only population density results in areas being classified as "rural" that are not rural in character or development. Areas that are classified as "rural" in the City of Novi include:
 - Twelve Oaks Mall
 - Novi Road interchange and the majority of surrounding shopping areas
 - Providence hospital campus and Beck Road interchange area
 - M-5 Corridor office parks between 12 and 13 Mile Road

The Special Initiative for Urban Areas was intended to promote projects in communities that are considered "urban". In character, development and total population, the City of Novi meets the definition of an urban community. It seems unlikely that the Board intended for the application of the scoring criteria to result in a situation where two adjacent parcels in the same city could get two different classifications, one rural and one urban and two different scores, zero points versus thirty points. Yet in Novi's case, if the adjoining parcel to the north of the site was being evaluated, it would have been classified as "urban" and awarded thirty points under the Special Initiative. A more reasonable approach would recognize that the City of Novi is no longer rural and projects located within the City should qualify for the Urban Areas Special Initiative. While this would not meet the strict criteria of the evaluation, that interpretation is most consistent with the intent of the Trust Fund Board