



CITY of NOVI CITY COUNCIL

**Agenda Item K
November 14, 2016**

SUBJECT: Acceptance of a Wetland Conservation Easement from Hunter Pasteur Homes for wetland conservation areas as part of the JSP 15-13 Dunhill Park site, located at the northwest corner of Beck Road and Eight Mile Road in Section 32 of the City.

SUBMITTING DEPARTMENT: Community Development Department - Planning *Burke*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The applicant has received Site Plan approval of an approximately 23.76 acres, 31-unit single-family residential development located on the northwest corner of Beck Road and Eight Mile Road. The project is developed in a cluster arrangement with 33 percent of the total site preserved as open space. The open space is primarily devoted to the on-site detention pond and wetland mitigation areas with two areas labeled as Dunhill Park West and Dunhill Park East. City Council approved the Planned Rezoning Overlay Agreement on March 14, 2016. The Planning Commission approved the Preliminary Site Plan, Wetland Permit, Woodland Permit, and Stormwater Management Plan on April 27, 2016.

The applicant is providing a Wetland Conservation Easement over wetlands in Dunhill Park West and Dunhill Park East. Dunhill Park West is located near the northwest corner of the site. Dunhill Park East is located along the north and northeast portions of the site. The easement includes wetlands, wetland buffers, and open space. The conservation easement graphically depicts this easement in Exhibit B. The total conservation area is 3.290 acres.

RECOMMENDED ACTION: Acceptance of a Wetland Conservation Easement from Hunter Pasteur Homes for wetland conservation areas as part of the JSP 15-13 Dunhill Park site, located at the northwest corner of Beck Road and Eight Mile Road in Section 32 of the City.

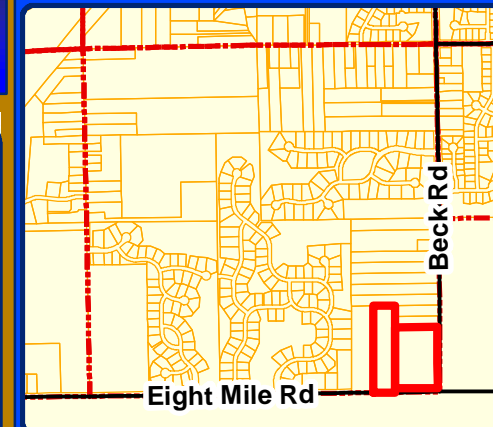
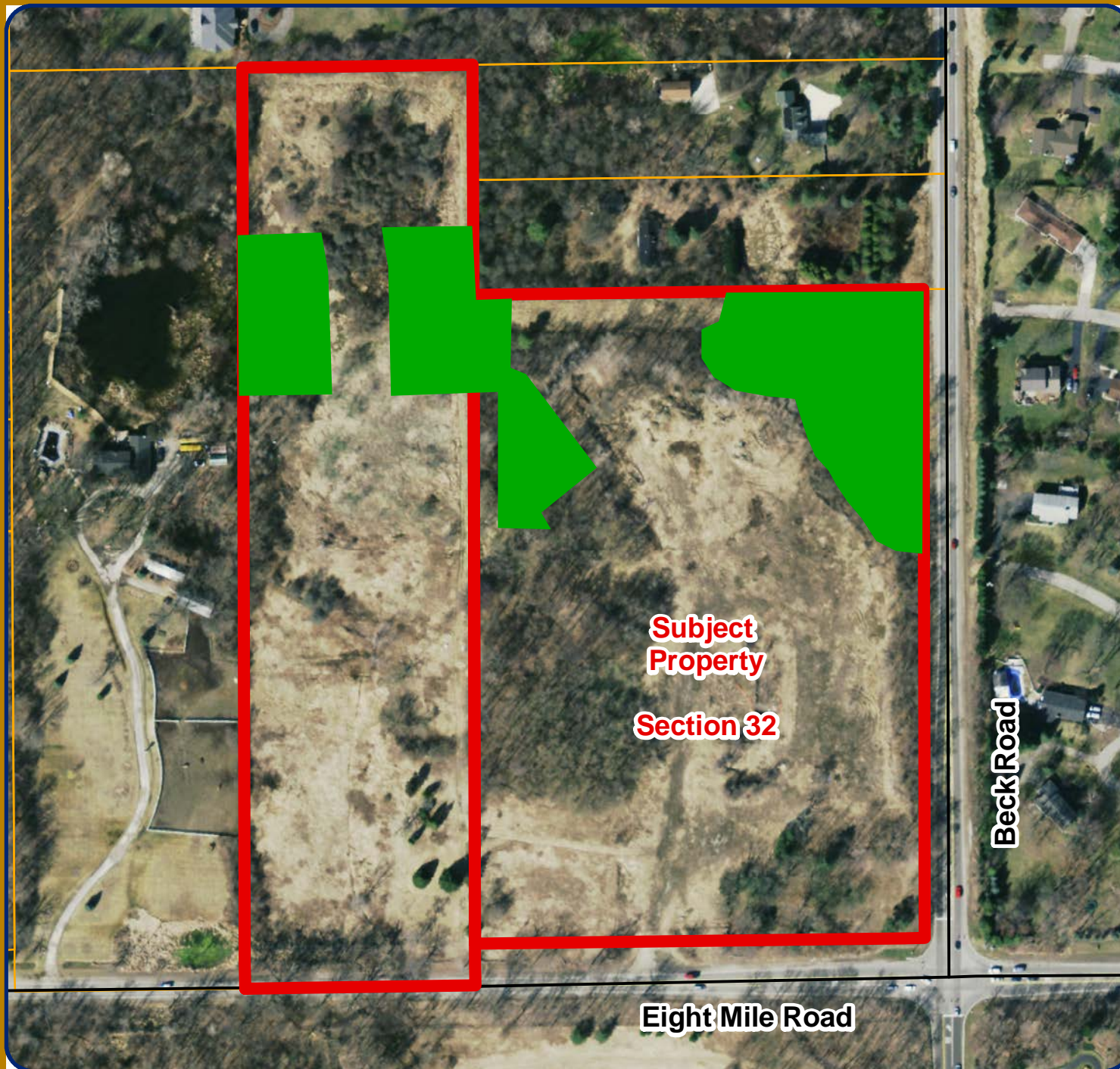
	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

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


LOCATION MAPS

JSP 15-13 Dunhill Park

Location



Legend

-  Sections
-  Conservation Easement



City of Novi

Dept. of Community Development
City Hall / Civic Center
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Sri Komaragiri
Date: 09/22/15
Project: JSP15-13 Dunhill Park
Version #: 1



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 ATTORNEY LETTERS



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrslaw.com

www.jrslaw.com

November 1, 2016

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**RE: Dunhill Park JSP 15-13
Wetland Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed the final executed Wetland Conservation Easement for the wetlands and open space areas within the Dunhill Park residential site condominium development. The Wetland Conservation Easement appears to be in order subject to review and approval of the exhibits by the City's Planner and/or Engineering Division for consistency with the approved site plan.

It should be noted that woodland replacement trees and existing regulated woodland trees required to remain within the Condominium Development, including those planted or remaining within the Units for the purpose of providing road screening will be preserved in accordance with preservation obligations contained within the Master Deed for the Condominium and will have enforcement mechanisms similar to those set forth in the attached Conservation Easement.

The enclosed Wetland Conservation Easement may be placed on an upcoming City Council Agenda for approval and acceptance.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

Sincerely,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth K. Saarela

Barb McBeth, City Planner

November 1, 2016

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EKS

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Kirsten Mellem, Planner (w/Enclosures)
Adrian Jordan, Planner (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Adam Wayne, Civil Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Whitney Findlay, Hunter Pasteur Homes (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

CONSERVATION EASEMENT

WETLAND CONSERVATION EASEMENT

THIS WETLAND CONSERVATION EASEMENT made this ____ day of _____, 2016, by and between Hunter Pasteur Homes Dunhill Park LLC, and its successors or assigns whose address is 32300 Northwestern Hwy, Suite 125, Farmington Hills, Michigan (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in section 32 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of a residential site condominium development on the Property, subject to provision of an appropriate easement to permanently protect the wetlands, wetland buffers and open space thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Conservation Easement areas (the "Easement Areas") situated on the Property are more particularly described on Exhibit B, attached hereto and made a part hereof, the second page of which contains a drawing depicting the protected area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$ 1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following Wetland Conservation Easement, which shall be binding upon the Grantor, and the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the property and their respective heirs, successors, assigns and/or transferees. This Wetland Conservation Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, et. Seq., upon the terms and conditions set forth herein as follows:

1. The purpose of this Wetland Conservation Easement is to protect the wetlands, wetland buffers and open space, as shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the wetlands and/or vegetation within the Easement Area,

including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Easement Area.

3. No grass or other vegetation shall be planted in the Easement Areas with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

4. All areas identified on Exhibit B as parks, open space, landscape easement areas, or berm or scenic easement areas shall be forever reserved and preserved, in the condition specifically approved by the City in accordance with applicable laws and ordinances.

5. This Wetland Conservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Area, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's Representatives") may enter upon and inspect the Easement Area to determine whether the Easement Area is being maintained in compliance with the terms of the Wetland Conservation Easement.

6. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Wetland Conservation Easement, and/or in the event of a failure to preserve and/or maintain the wetland areas in reasonable order and condition, the City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on an equal pro rata basis as to all of the lots on the property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit

initiated against the Grantor, and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

7. Within 90 days after the Wetland Conservation Easement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Easement Area and, describing its protected purpose, as indicated herein.

8. This Wetland Conservation Easement has been made and given for a consideration of a value less than One Hundred (\$ 100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

9. Grantor shall state, acknowledge and/or disclose the existence of this Wetland Conservation Easement on legal instruments used to convey an interest in the property.

IN WITNESS WHEREOF, Grantor and Grantee have executed the Wetland Conservation Easement as of the day and year first above set forth.

GRANTOR:

HUNTER PASTEUR HOMES
DUNHILL PARK LLC,
a Michigan limited liability company

[Signature]
By: Randy Weitzner
Its: managing partner

WITNESS:

[Signature]

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day of October 2016, by Randy Weitzner as the managing partner of Hunter Pasteur Homes Dunhill Park LLC, and on behalf of Hunter Pasteur Homes Dunhill Park LLC.

WENDY L. TAYLOR
Notary Public, State of Michigan
County of Oakland
My Commission Expires Apr. 03, 2020
Acting in the County of Oakland

[Signature]
Notary Public
Oakland County, Michigan
My Commission Expires: 4/3/2020

GRANTEE:

CITY OF NOVI,
a Municipal corporation

WITNESS:

By:
Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2016, by _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by and after recording,
return to:

Elizabeth M. Kudla
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

EXHIBIT A

"DUNHILL PARK"

LEGAL DESCRIPTION
SUBJECT PROPERTY

PART OF THE SOUTHEAST 1/4 OF SECTION 32, T1N-R8E, CITY OF NOVI, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE N00°00'00"E 60.00 FEET ALONG THE EAST LINE OF SAID SECTION 32 AND THE CENTERLINE OF BECK ROAD; THENCE S89°25'00"W 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°25'00"W 974.64 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF EIGHT MILE ROAD; THENCE N00°00'00"E 1260.00 FEET; THENCE N89°25'00"E 330.00 FEET; THENCE S00°00'00"W 330.00 FEET; THENCE N89°25'00"E 644.64 FEET; THENCE S00°00'00"W 930.00 FEET TO THE POINT OF BEGINNING, CONTAINING 23.31 ACRES OF LAND, MORE OR LESS.

EXHIBIT B

"DUNHILL PARK"

LEGAL DESCRIPTION

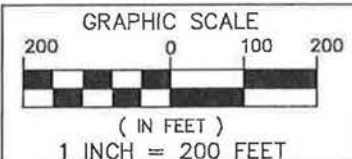
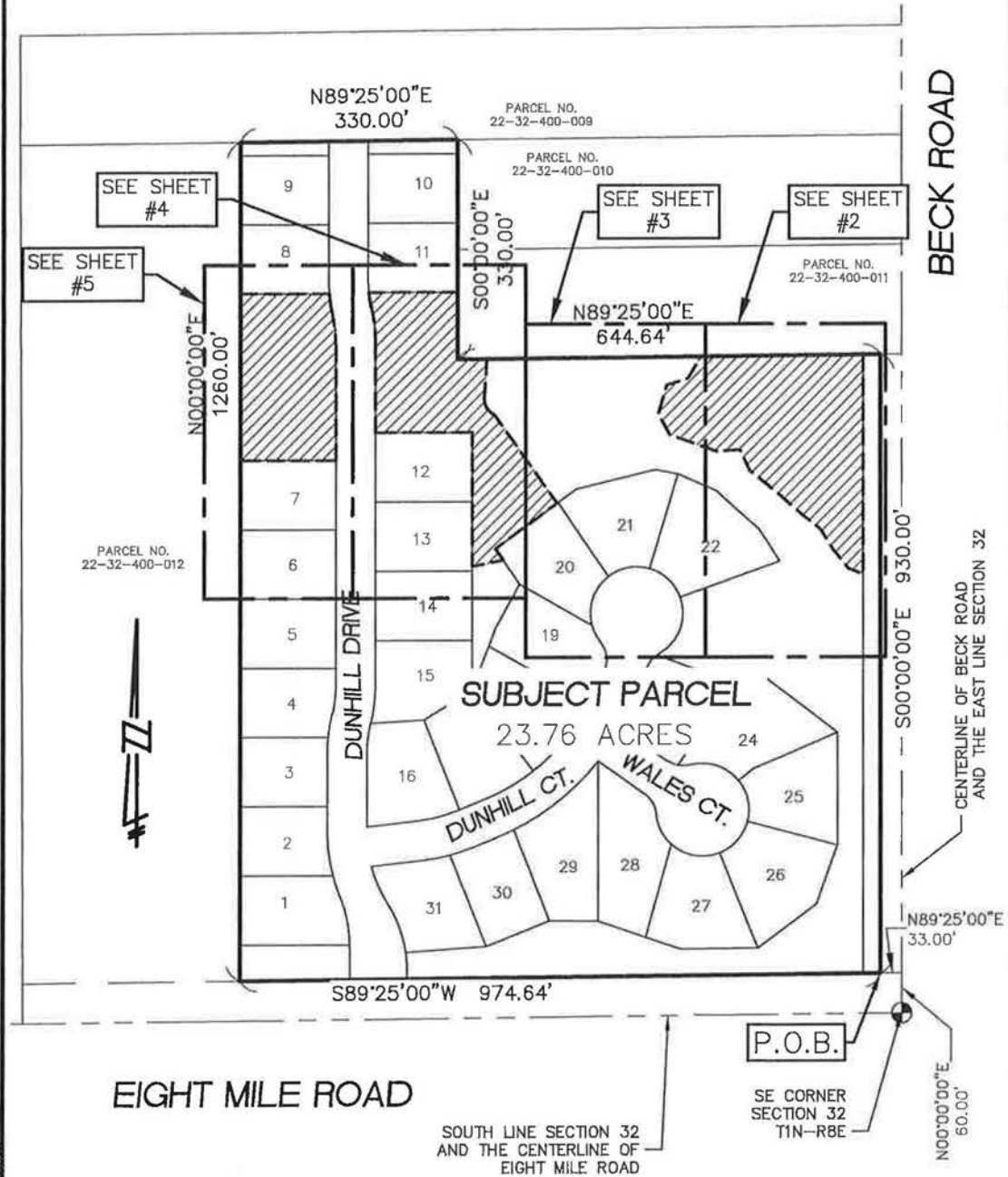
WETLAND CONSERVATION EASEMENT

A Wetland Conservation Easement located in a part of the Southeast 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 32; thence Due North, 659.43 feet, along the East Line of said Section 32 and the Centerline of "Beck Road"; thence Due West, 60.00 feet, for a POINT OF BEGINNING 'A'; thence North 68°08'22" West, 24.41 feet; thence North 40°04'17" West, 37.48 feet; thence North 31°56'32" West, 35.31 feet; thence North 52°22'51" West, 34.27 feet; thence North 48°42'19" West, 47.74 feet; thence North 51°00'59" West, 56.48 feet; thence North 25°57'05" West, 35.57 feet; thence South 84°25'49" West, 33.45 feet; thence North 70°16'00" West, 76.16 feet; thence North 30°08'01" West, 35.28 feet; thence North 16°21'07" East, 45.73 feet; thence North 73°06'19" East, 32.50 feet; thence North 31°28'07" East, 39.25 feet, for a reference POINT 'A'; thence North 89°25'00" East, 246.18 feet; thence Due South 329.96 feet, to the Point of Beginning 'A'.

And also, commencing at said reference POINT 'A'; thence South 89°25'00" West, 326.75 feet, for a POINT OF BEGINNING 'B'; thence South 04°13'58" West, 58.69 feet; thence 31.57 feet along a curve to the left, said curve having a radius of 25.97 feet, a central angle of 69°38'49" and a chord bearing and distance of South 31°02'24" East, 29.66 feet; thence South 36°01'50" East, 163.99 feet; thence South 54°16'06" West, 116.66 feet; thence South 34°32'11" East, 21.07 feet; thence South 78°36'30" West, 48.31 feet; thence Due North, 201.16 feet; thence Due West, 146.00 feet; thence Due North, 132.38 feet; thence 57.00 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 12°33'36" and a chord bearing and distance of North 06°16'48" West, 56.88 feet; thence 22.00 feet along a curve to the right, said curve having radius of 200.00 feet, a central angle of 06°18'06" and a chord bearing and distance of North 09°24'33" West, 21.99 feet, for a reference POINT 'B'; thence Due East, 133.80 feet; thence Due South, 100.63 feet; thence North 89°25'00" East, 44.71 feet, to the Point of Beginning 'B'.

And also, commencing at said reference POINT 'B'; thence South 88°06'29" West, 60.13 feet, for a POINT OF BEGINNING 'C'; thence 33.18 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 07°18'38" and a chord bearing and distance of South 08°54'17" East, 33.15 feet; thence 43.84 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 12°33'36" and a chord bearing and distance of South 06°16'48" East, 43.76 feet; thence Due South 173.88 feet; thence Due West, 146.00 feet; thence Due North 250.12 feet; thence Due East, 136.08 feet, to the Point of Beginning 'C'. All of the above containing 3.290 Acres.

EXHIBIT B



WETLAND CONSERVATION EASEMENT (3.290 ACRES)

SUBJECT PROPERTY AND SHEET INDEX

SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

DUNHILL PARK

SECTION 32, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 200'

DATE: 08-10-2016

JOB NO.: 14-011

DWG FILE: 14-011ESMT-WC

DRAWN BY: AT, DFR

CHECK: BE

SHEET: 1 OF 5

EXHIBIT B

EAST 1/4 CORNER
SECTION 32 T1N-R8E

PARCEL NO.
22-32-400-011

N89°25'00"E 644.64'
N89°25'00"E 246.18'

PT.
'A'

MATCH LINE - SEE SHEET 3

DUNHILL PARK
EAST

WETLAND

WETLAND
CONSERVATION
EASEMENT

6'00"W
76'
S84°25'49"W
33.45'
N25°57'05"W
35.57'

56.48'
N51°00'59"W N48°42'19"W
47.74'

N52°22'51"W
34.27'

N40°04'17"W
37.48'

N68°08'22"W
24.41'

P.O.B. 'A'

DUNHILL PARK
EAST

SOUTH 1/4 CORNER
SECTION 32 T1N-R8E

EIGHT MILE ROAD

SOUTH LINE SECTION 32
AND THE CENTERLINE OF
EIGHT MILE ROAD

SE CORNER
SECTION 32
T1N-R8E

DUE SOUTH 930.00'

DUE SOUTH 329.96'

PROPOSED 60' R.O.W.

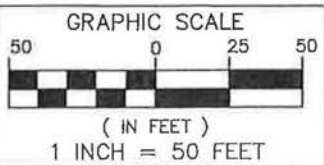
DUE WEST 60.00'

DUE NORTH 659.43'

BECK ROAD

N00°00'00"E 2643.65'

EAST LINE SECTION 32 AND
THE CENTERLINE OF BECK ROAD



WETLAND CONSERVATION EASEMENT
(3.290 ACRES)



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

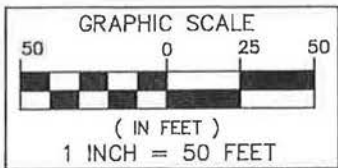
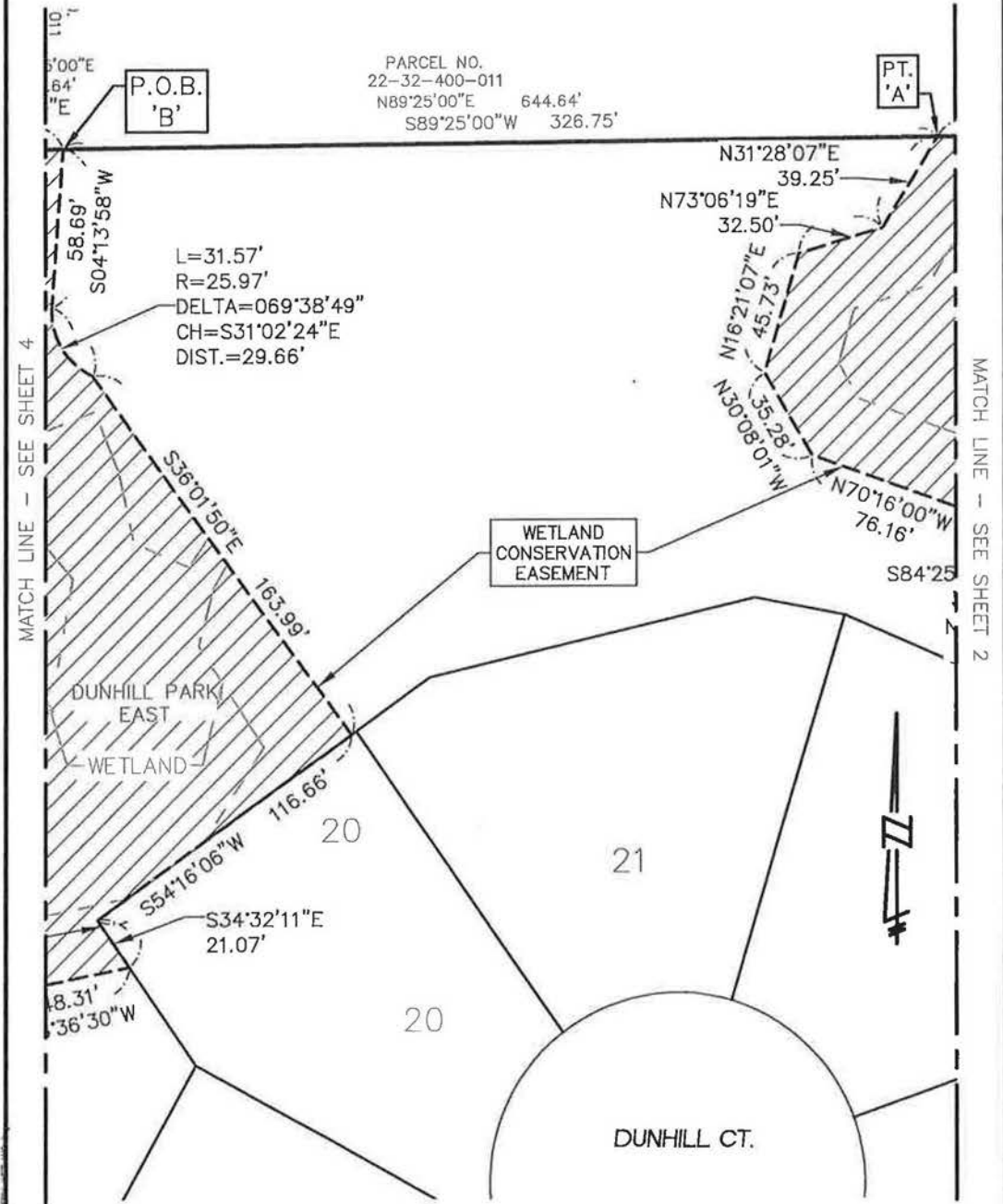
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

DUNHILL PARK

SECTION 32, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 50'
DATE: 08-10-2016
JOB NO.: 14-011
DWG FILE: 14-011ESMT-WC
DRAWN BY: AT, DFR
CHECK: BE
SHEET: 2 OF 5

EXHIBIT B



WETLAND CONSERVATION EASEMENT
(3.290 ACRES)



**SEIBER, KEAST
ENGINEERING, L.L.C.**

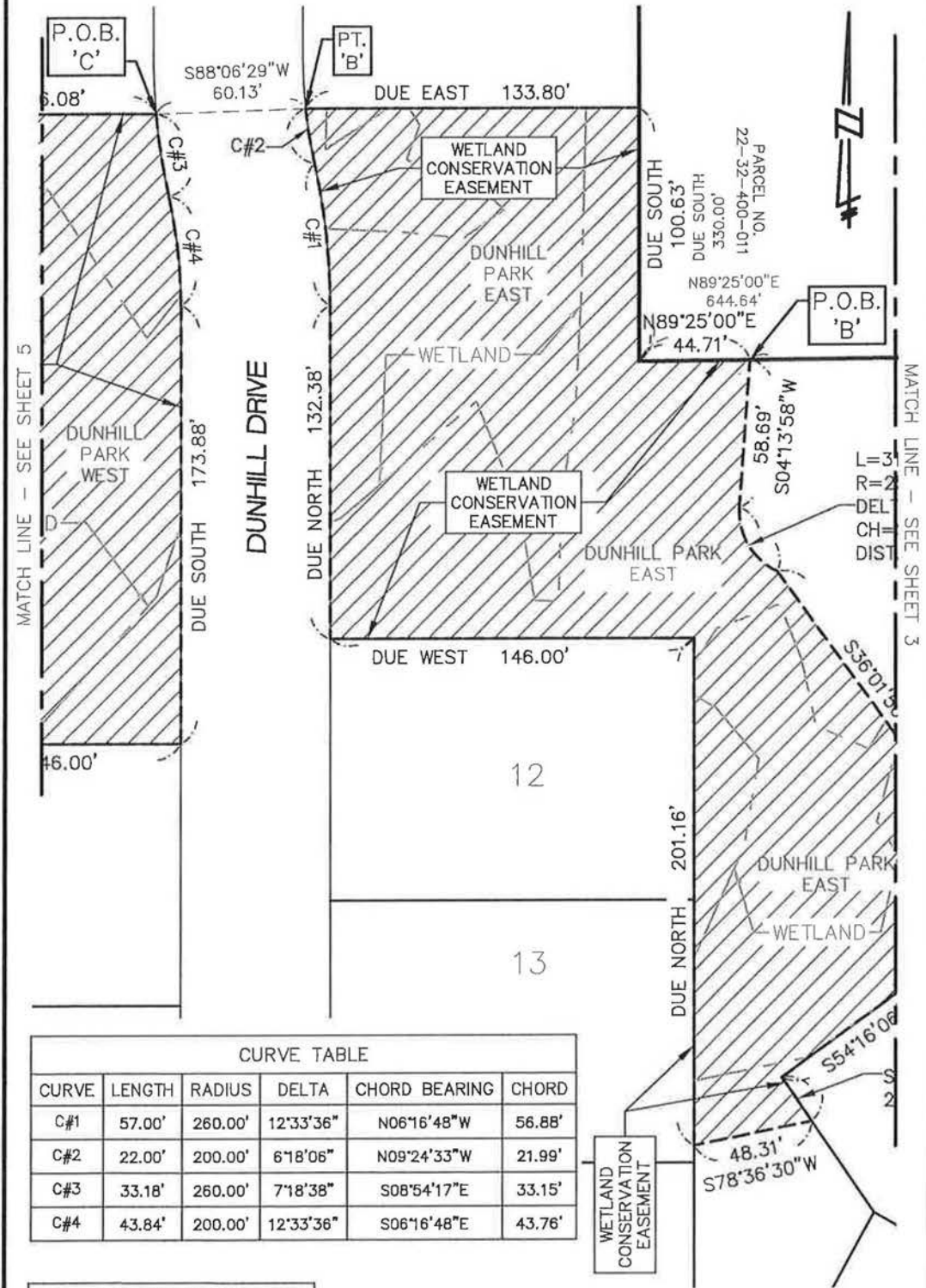
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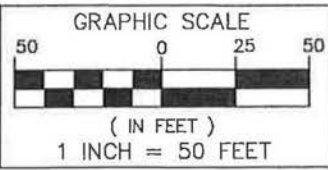
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CHECK:	BE
SHEET:	3 OF 5

EXHIBIT B



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#1	57.00'	260.00'	12°33'36"	N06°16'48"W	56.88'
C#2	22.00'	200.00'	6°18'06"	N09°24'33"W	21.99'
C#3	33.18'	260.00'	7°18'38"	S08°54'17"E	33.15'
C#4	43.84'	200.00'	12°33'36"	S06°16'48"E	43.76'



WETLAND CONSERVATION EASEMENT
 (3.290 ACRES)

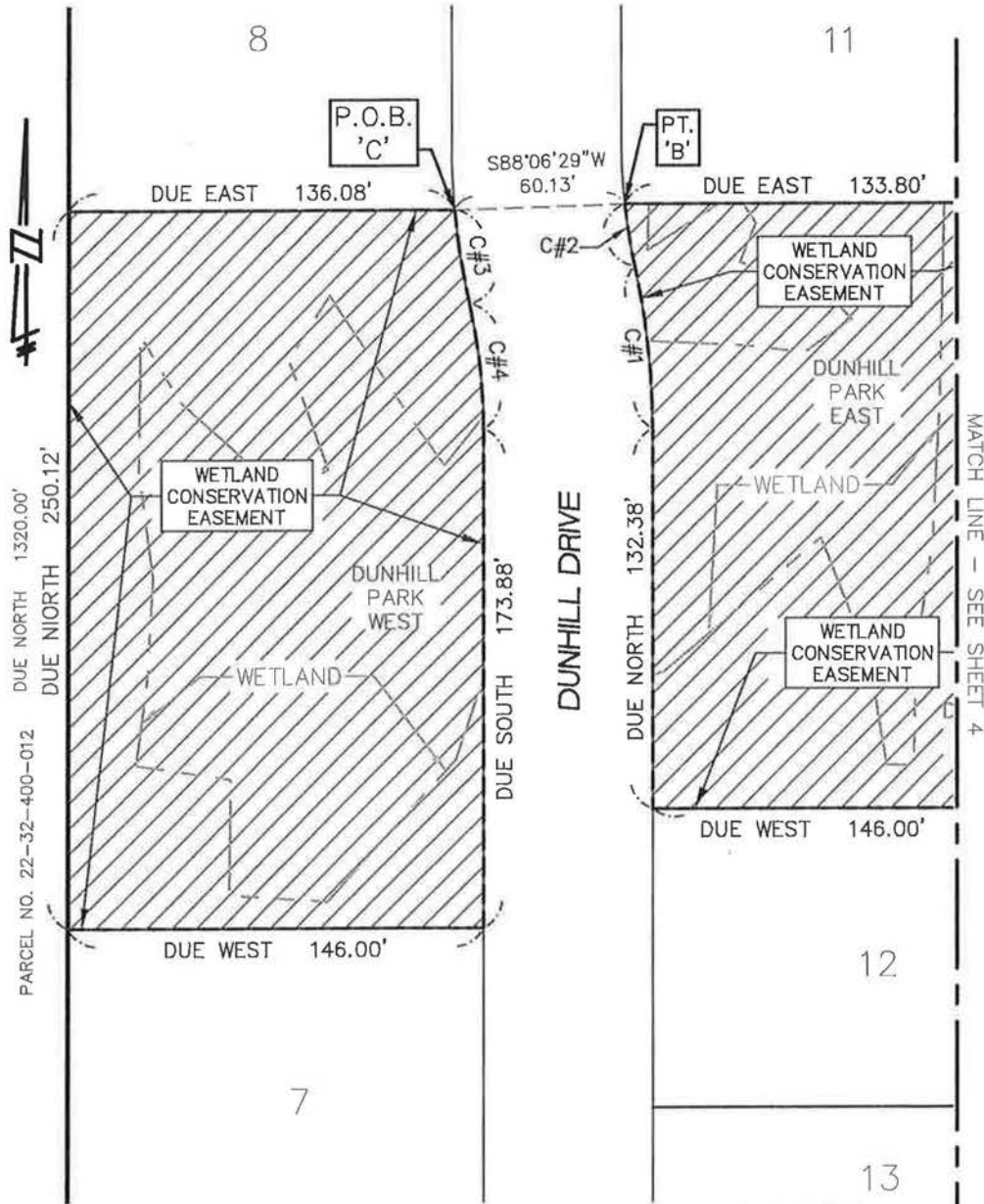



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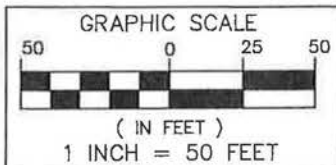
DUNHILL PARK
 SECTION 32, TOWN 1 NORTH,
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SCALE:	1" = 50'
DATE:	08-10-2016
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DWG FILE:	14-011ESMT-WC
DRAWN BY:	AT, DFR
CHECK:	BE
SHEET:	4 OF 5

EXHIBIT B



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#1	57.00'	260.00'	12°33'36"	N06°16'48"W	56.88'
C#2	22.00'	200.00'	6°18'06"	N09°24'33"W	21.99'
C#3	33.18'	260.00'	7°18'38"	S08°54'17"E	33.15'
C#4	43.84'	200.00'	12°33'36"	S06°16'48"E	43.76'



WETLAND CONSERVATION EASEMENT
(3.290 ACRES)



**SEIBER, KEAST
ENGINEERING, L.L.C.**

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SCALE: 1" = 50'
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JOB NO.: 14-011
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DRAWN BY: AT, DFR
CHECK: BE
SHEET: 5 OF 5