



CITY OF NOVI CITY COUNCIL
DECEMBER 19, 2022

SUBJECT: Acceptance of a Woodland and Wetland Conservation Easement from BC Novaplex LLC being offered as a part of JSP19-24 Innova Apartments, for property located on the west side of Haggerty Road north of Twelve Mile Road in Section 12 of the City.

SUBMITTING DEPARTMENT: Community Development, Planning

BACKGROUND INFORMATION:

The applicant received site plan approval of a 22-acre, 272-unit multiple-family residential development located on the west side of Haggerty Road north of Twelve Mile Road. The Planning Commission approved the Preliminary Site Plan, Phasing Plan, Wetland Permit, Woodland Permit, and Storm Water Management Plan on November 18, 2020. Final approval was granted administratively on July 14, 2022.

The applicant is offering a Wetland/Woodland Conservation Easement for the purpose of protecting the wetlands, wetland mitigation areas, remaining woodland areas, and woodland replacement trees. The easement area shall be perpetually preserved and maintained, in its natural and undeveloped condition, unless authorized by the City. The conservation easement plan, shown as Exhibit B of the easement document, graphically depicts the areas being preserved. The proposed conservation area is approximately 5.8 acres.

The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for acceptance by the City Council.

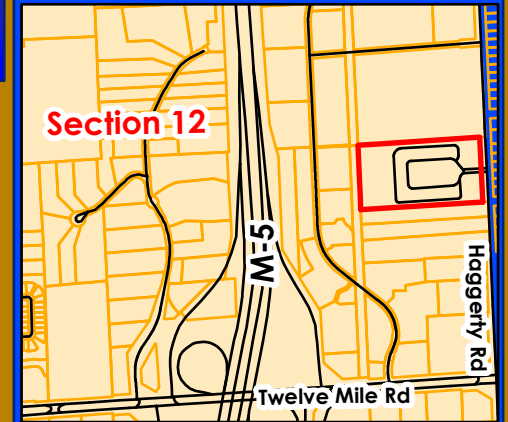
RECOMMENDED ACTION:

Acceptance of a Woodland and Wetland Conservation Easement from BC Novaplex LLC as a part of JSP19-24, Innova Apartments, located on the west side of Haggerty Road north of Twelve Mile Road in Section 12 of the City.

LOCATION MAP WITH EASEMENT AREAS

JSP 19-24 Innova Apartments

WOODLAND AND WETLAND CONSERVATION EASEMENTS



Legend

- Wetland Conservation Easement
- Woodland Conservation Easement
- Subject Property

0 50 100 200 300 400 Feet

1 inch = 250 feet

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

Map Author: James Hill
Date: 11/30/2022
Project: Innova Apartments
Version #: 1

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.

EXECUTED CONSERVATION EASEMENT

WOODLAND AND WETLAND CONSERVATION EASEMENT

THIS WOODLAND AND WETLAND CONSERVATION EASEMENT made this 25th day of October, 2022, by and between BC Novaplex L.L.C., a Delaware limited liability company, whose address is 31731 Northwestern Hwy., Suite 250W Farmington Hills, Michigan 48334 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section ___ 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 multifamily residential development subject to provision of an appropriate easement to permanently protect the wetlands, wetland mitigation areas, remaining woodland areas, and woodland replacement trees located 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 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 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 Conservation Easement is to protect the wetlands, wetland mitigation areas, remaining woodland areas, and woodland replacement trees 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 Environment, Great Lakes & Energy 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 wetlands, wetland mitigation areas, remaining woodland areas, and woodland replacement trees 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 after the date of this Conservation Easement with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

4. This 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 Conservation Easement.

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Document, and/or in the event of a failure to preserve, replace and/or maintain the wetlands, wetland mitigation areas, remaining woodland areas, and woodland replacement trees in reasonable order and condition, in accordance with the final approved site plan for the Property, 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 as to 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.

6. Within 90 days after the 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.

7. This Conservation Easement has been made and given for a consideration of a value less than One Hundred Dollars (\$100.00), 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).

8. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement as of the day and year first above set forth.

GRANTOR

BC Novaplex L.L.C., a Delaware limited liability company

By: Oakland Management Corp., a Michigan corporation

Its: Manager

By:

Samuel M. Beznos

Its: President

STATE OF Michigan)
) ss.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 25th day of October, 2022 by Samuel M. Beznos, the President of Oakland Management Corp., a Michigan corporation, the Manager of BC Novaplex L.L.C., a Delaware limited liability company, on its behalf.

Teri Ann Staples
Notary Public
Acting in Oakland County
My Commission Expires: Jan. 18, 2027

TERI ANN STAPLES
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jan. 18, 2027
Acting in the County of Oakland

GRANTEE

CITY OF NOVI
A Municipal Corporation

By: _____

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Drafted By:
Elizabeth K. Saarela, Esquire
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

After Recording, Return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

CONSENT TO WOODLAND AND WETLAND CONSERVATION EASEMENT

As the Mortgagee under that certain Construction Mortgage dated September 30, 2022, by **BC NOVAPLEX**, a Delaware limited liability company ("Mortgagor"), located at 31731 Northwestern Highway, Suite 250, Troy, Michigan 48084, to **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association, its successors and/or assigns, in its capacity as administrative agent for the Lenders (as defined in the Mortgage) ("Mortgagee"), located at 555 South Old Woodward, Suite 604, Birmingham, Michigan 48009, and recorded October 7, 2022, in Liber 58174, page 361, Oakland County, Michigan Register of Deeds (as amended, the "Mortgage"), Mortgagee hereby evidences its acknowledgment and consent to the grant, conveyance, existence and recordation of Woodland and Wetland Conservation Easement, by Mortgagor in favor of the City of Novi, to which this Consent is attached, as described in **Exhibit A** attached hereto, which easement is hereby acknowledged and agreed to be superior to the interest of Mortgagee and shall bind Mortgagee and the heirs, successors and assigns of Mortgagee.

IN WITNESS WHEREOF, Mortgagee has executed this Consent as of October 18, 2022.

[Signature on following page]

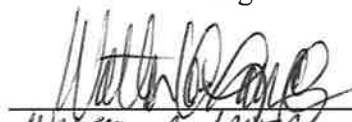
Mortgagee:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent for the Lenders

By: 
Amanda Uffelman
Its: Senior Vice President

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me on October 18, 2022, by Amanda Uffelman, a Senior Vice President of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent for the Lenders, on behalf of said entity.


Notary Public, SIGMAW County, STATE OF MICHIGAN
Acting in OAKLAND County, STATE OF MICHIGAN
My Commission Expires: 09/19/2026

DRAFTED BY:

David C. Bosman
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084
(248) 743-6037

WHEN RECORDED RETURN TO:

Amber Paul
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084

EXHIBIT A

The property located in the City of Novi, County of Oakland, State of Michigan, more particularly described as follows:

A woodland protection easement over part of the Northeast 1/4 of the Southeast 1/4 of Section 12, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the East 1/4 Corner of said Section 12; thence SOUTH 697.70 feet along the East line of Section 12; thence S89°11'20"W, 60.01 feet to the west line of Haggerty Road (proposed 60 foot half width); thence continuing S89°11'20"W, 920.58 feet to the POINT OF BEGINNING; thence continuing S89°11'20"W, 392.86 feet;
thence N00°04'21"W, 697.69 feet to the east—west 1/4 line of said section;
thence along said east—west 1/4 line, N89°11'20"E, 765.68 feet;
thence S40°52'57"W, 40.23 feet;
thence S89°11'20"W, 311.10 feet;
thence S69°44'45"W, 66.52 feet;
thence S89°50'40"W, 26.11 feet;
thence S44°11'20"W, 29.70 feet;
thence S00°48'40"E, 19.16 feet;
thence S22°03'01"E, 37.76 feet;
thence S00°48'40"E, 163.39 feet;
thence S27°00'00"E, 13.46 feet;
thence S00°48'49"E, 313.61 feet;
thence S37°30'14"E, 77.64 feet;
thence S00°23'16"E, 19.05 feet to the POINT OF BEGINNING.
Containing 5.80 acres of land, more or less.

SKETCH OF WOODLAND-WETLAND PROTECTION EASEMENT

EAST 1/4 CORNER SECTION 12 T1N, R8E

HAGGERTY ROAD
(PR-60' 1/2 WIDTH - PUBLIC)

SOUTHEAST CORNER SECTION 12 T1N, R8E

SOUTH 697.70'

EAST LINE SECTION 12

P.O.B. OVERALL

S89°11'20"W 60.01'

PR-60' R.O.W./WEST LINE OF HAGGERTY ROAD SOUTH 697.70'

PARCEL ID
22-12-200-026

PARCEL ID
22-12-400-012

N89°11'20"E 1314.33'

S89°11'20"W 920.58'

S89°11'20"W 1313.44'

S40°52'57"W 40.23'

OVERALL PARCEL
(±21.04 ACRES)

PART OF PARCELS
22-12-400-009,
400-010 & 400-011

S89°11'20"W 311.10'

S69°44'45"W 66.52'

S00°23'16"E 19.05'

S89°50'40"W 26.11'

S37°30'14"E 77.64'

S00°48'40"E 19.16'

S00°48'40"E 163.39'

S00°48'49"E 313.61'

P.O.B. ESMT

N89°11'20"E 765.68'

S22°03'01"E 37.76'

S27°00'00"E 13.46'

WETLAND CONSERVATION AREA
(±1.49 AC.)

EAST-WEST 1/4 LINE SECTION 12

WOODLAND PROTECTION AREA (±4.31 AC.)

WOODLAND-WETLAND EASEMENT (±5.8 AC.)

S89°11'20"W 392.86'

PARCEL ID
22-12-200-002

N00°04'21"W 697.69'

PARCEL ID
22-12-400-023

CENTER OF SECTION 12 T1N, R8E



CLIENT
BEZTAK COMPANIES
31731 NORTHWESTERN HWY,
SUITE 250W
FARMINGTON HILLS, MI 48334

0 75 150
SCALE: 1" = 150'

SHEET 1 OF 2
JULY 8, 2022
2015-298

PEA GROUP

t: 844.813.2949
www.peagroup.com

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION:

(Per PEA Group)

OVERALL PARCEL

Part of the Northeast 1/4 of the Southeast 1/4 of Section 12, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan being more particularly described as:

Commencing at the East 1/4 Corner of said Section 12; thence SOUTH, 697.70 feet along the East line of Section 12; thence S89°11'20"W, 60.01 feet to the west line of Haggerty Road (proposed 60 foot half width) and the POINT OF BEGINNING;
thence continuing S89°11'20"W, 1313.44 feet;
thence N00°04'21"W, 697.69 feet to the east-west 1/4 line of said section;
thence along said east-west 1/4 line, N89°11'20"E, 1314.33 feet to the aforementioned west line of Haggerty Road;
thence along said west line, SOUTH 697.70 feet to the POINT OF BEGINNING.

Containing 21.04 acres of land more or less.

LEGAL DESCRIPTION:

(Per PEA Group)

WOODLAND PROTECTION EASEMENT

A woodland protection easement over part of the Northeast 1/4 of the Southeast 1/4 of Section 12, Town 1 North, Range 8 East, Township of Novi, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the East 1/4 Corner of said Section 12; thence SOUTH 697.70 feet along the East line of Section 12; thence S89°11'20"W, 60.01 feet to the west line of Haggerty Road (proposed 60 foot half width); thence continuing S89°11'20"W, 920.58 feet to the POINT OF BEGINNING;

thence continuing S89°11'20"W, 392.86 feet;
thence N00°04'21"W, 697.69 feet to the east-west 1/4 line of said section;
thence along said east-west 1/4 line, N89°11'20"E, 765.68 feet;
thence S40°52'57"W, 40.23 feet;
thence S89°11'20"W, 311.10 feet;
thence S69°44'45"W, 66.52 feet;
thence S89°50'40"W, 26.11 feet;
thence S44°11'20"W, 29.70 feet;
thence S00°48'40"E, 19.16 feet;
thence S22°03'01"E, 37.76 feet;
thence S00°48'40"E, 163.39 feet;
thence S27°00'00"E, 13.46 feet;
thence S00°48'49"E, 313.61 feet;
thence S37°30'14"E, 77.64 feet;
thence S00°23'16"E, 19.05 feet to the POINT OF BEGINNING.

Containing 5.80 acres of land, more or less.

CLIENT
BEZTAK COMPANIES
31731 NORTHWESTERN HWY,
SUITE 250W
FARMINGTON HILLS, MI 48334

0 75 150
SCALE: 1" = 150'

SHEET 2 OF 2
JULY 8, 2022
2015-298

PEA
GROUP

t: 844.813.2949
www.peagroup.com

ATTORNEY'S APPROVAL LETTER

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

November 17, 2022

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

**RE: Innova Apartments JSP19-24
On-Site Woodland and Wetland Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed the original executed Conservation Easement to protect the remaining wetlands, wetland mitigation areas, woodlands and woodland replacement trees on-site within the development. The Conservation Easement is acceptable for the purposes provided, subject to review and approval of the Exhibits by the City's Consulting Engineer, and may be placed on an upcoming City Council Agenda for acceptance.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Barb McBeth, City Planner
Lindsay Bell, Planner
Christian Carroll, Planner
Ben Peacock, Planner
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator

Barb McBeth, City Planner

November 17, 2022

Page 2

Ben Croy, City Engineer

Rebecca Runkel, Project Engineer

Adam Chludzinski, Engineer

Alyssa Craigie, Administrative Assistant

Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker

Zachary Weiss, Beztak Companies

Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT'S APPROVAL LETTER

October 31, 2022

Barb McBeth, Planning Director
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Innova Apartments - Planning Document Review
Novi # JSP19-0024
SDA Job No. NV21-210
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on October 28, 2022 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. Woodland/Wetland Conservation Easement – (executed 10/25/2022: exhibit dated 07/08/22)
Exhibits Approved.

The exhibits do not require further revisions for review. The draft exhibits are approved and ready for execution and City Council acceptance.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, PE
Project Engineer

Cc (via Email): Lindsay Bell, City of Novi
Madeleine Daniels, City of Novi
Sarah Marchioni, City of Novi
Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
Humna Anjum, City of Novi
Christian Carroll, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Ben Peacock, City of Novi