



**CITY OF NOVI CITY COUNCIL
AUGUST 10, 2020**

SUBJECT: Acceptance of a Conservation Easement from Ericar Land Holding Company, LLC for woodland conservation areas being offered as a part of JSP17-86, Novi Tech 6 & 7, for property located at 25540 Seeley Road.

SUBMITTING DEPARTMENT: Community Development, Planning

BACKGROUND INFORMATION: The applicant received site plan approval to build two 24,861 square foot office/warehouse buildings on an 8 acre site located at 25540 Seeley Road. The Planning Commission approved a special land use permit, a preliminary site plan, a woodland permit, and a stormwater management plan at their July 11, 2018 meeting. The project is nearing completion.

The applicant is offering a Woodland Conservation Easement for the purpose of preserving the remaining woodlands and the woodland replacement trees to be planted on the property. 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 woodland conservation area is approximately 1.55 acres.

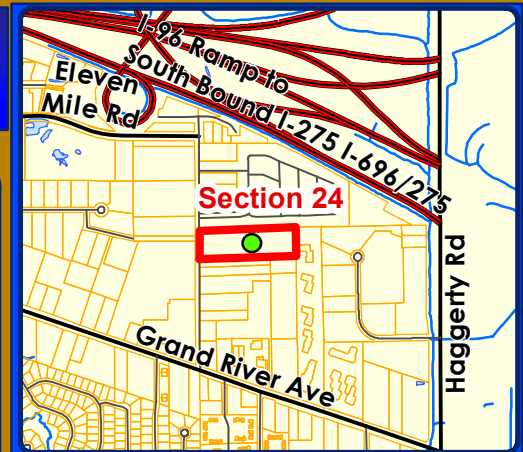
The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for consideration and acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of a Conservation Easement from Ericar Land Holding Company, LLC for woodland conservation areas being offered as a part of JSP17-86, Novi Tech 6 & 7, for property located 25540 Seeley Road, in Section 24 of the City.



CONTEXT MAP

JSP17-86 Novi Tech Center 6 & 7

Woodland Conservation Easement



LEGEND

-  Subject Property
-  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: Christian Carroll
 Date: 7/22/2020
 Project: Novi Tech Center 6 & 7
 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.

EXECUTED DRAFT CONSERVATION EASEMENT

WOODLAND CONSERVATION EASEMENT

THIS WOODLAND CONSERVATION EASEMENT made this 13 day of May, 2020, 2020, by and between **ERICAR LAND HOLDING COMPANY, LLC**, a Michigan limited liability company whose address is 39475 13 Mile Road, Suite 203, Novi, Michigan 48377 (hereinafter the "Grantor"), and the **CITY OF NOVI**, a Michigan municipal corporation, 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 24 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 an office / light industrial development on the Property, subject to provision of an appropriate easement to permanently protect the remaining woodland areas and/or 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 third 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 remaining woodland areas and/or 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

* Department of Environment, Great Lakes
* Energy
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 remaining woodland areas and/or 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 remaining woodland areas and/or 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 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.

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 (\$ 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).

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

[Signatures on following pages]

IN WITNESS WHEREOF, Grantor has executed this Woodland Conservation Easement as of the day and year first above set forth.

GRANTOR:

ERICAR LAND HOLDING COMPANY, LLC, a Michigan limited liability company

By: Jaimey Roth
Name: Jaimey Roth
Its: Manager

STATE OF MICHIGAN)
COUNTY OF Oakland)ss

The foregoing instrument was executed before me, the undersigned Notary Public, this 13 day of May, 2020, by Jaimey Roth, who acknowledged himself to be the Manager of Ericar Land Holding Company, LLC, a Michigan limited liability company, on behalf of said limited liability company.

CYNTHIA D. ROSENTHAL
Notary Public, State of Michigan
County of Oakland
My Commission Expires 06-23-2022
Acting in the County of Oakland

Cynthia D Rosenthal, Notary Public
State of Michigan, County of Oakland
My Commission Expires: 6-23-2022
Acting in the County of Oakland

GRANTEE:

CITY OF NOVI
A Municipal Corporation

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted By:
Ryan L. Warsh, Esq.
Dykema Gossett PLLC
39577 Woodward Ave., Suite 300
Bloomfield Hills, Michigan 48304

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

EXHIBIT A

LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 00 DEGREES 15 MINUTES 28 SECONDS EAST, 1286.90 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE NORTH 87 DEGREES 56 MINUTES 22 SECONDS EAST, 1098.02 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 34 SECONDS EAST, 316.90 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 10 SECONDS WEST, 1099.90 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 28 SECONDS WEST, 317.66 FEET TO THE POINT OF BEGINNING.

PIN: 22-24-251-027

Vacant Land

EXHIBIT B

EASEMENT AREAS

LEGAL DESCRIPTION - CONSERVATION EASEMENT 'A'

A CONSERVATION EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 15 MINUTES 28 SECONDS EAST, 1286.90 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 22 SECONDS EAST, 63.03 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 56 MINUTES 22 SECONDS EAST, 1034.99 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 34 SECONDS EAST, 143.49 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 47 SECONDS WEST, 15.00 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 34 SECONDS WEST, 128.48 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 22 SECONDS WEST, 229.65 FEET; THENCE SOUTH 02 DEGREES 03 MINUTES 38 SECONDS EAST, 43.72 FEET; THENCE 684.61 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1749.66 FEET, CENTRAL ANGLE OF 22 DEGREES 25 MINUTES 07 SECONDS, AND CHORD BEARING SOUTH 86 DEGREES 35 MINUTES 10 SECONDS WEST, 680.25 FEET; THENCE SOUTH 25 DEGREES 08 MINUTES 02 SECONDS WEST, 48.72 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, 9.57 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 43 SECONDS WEST, 91.31 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 17 SECONDS WEST, 124.87 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - CONSERVATION EASEMENT 'B'

A CONSERVATION EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

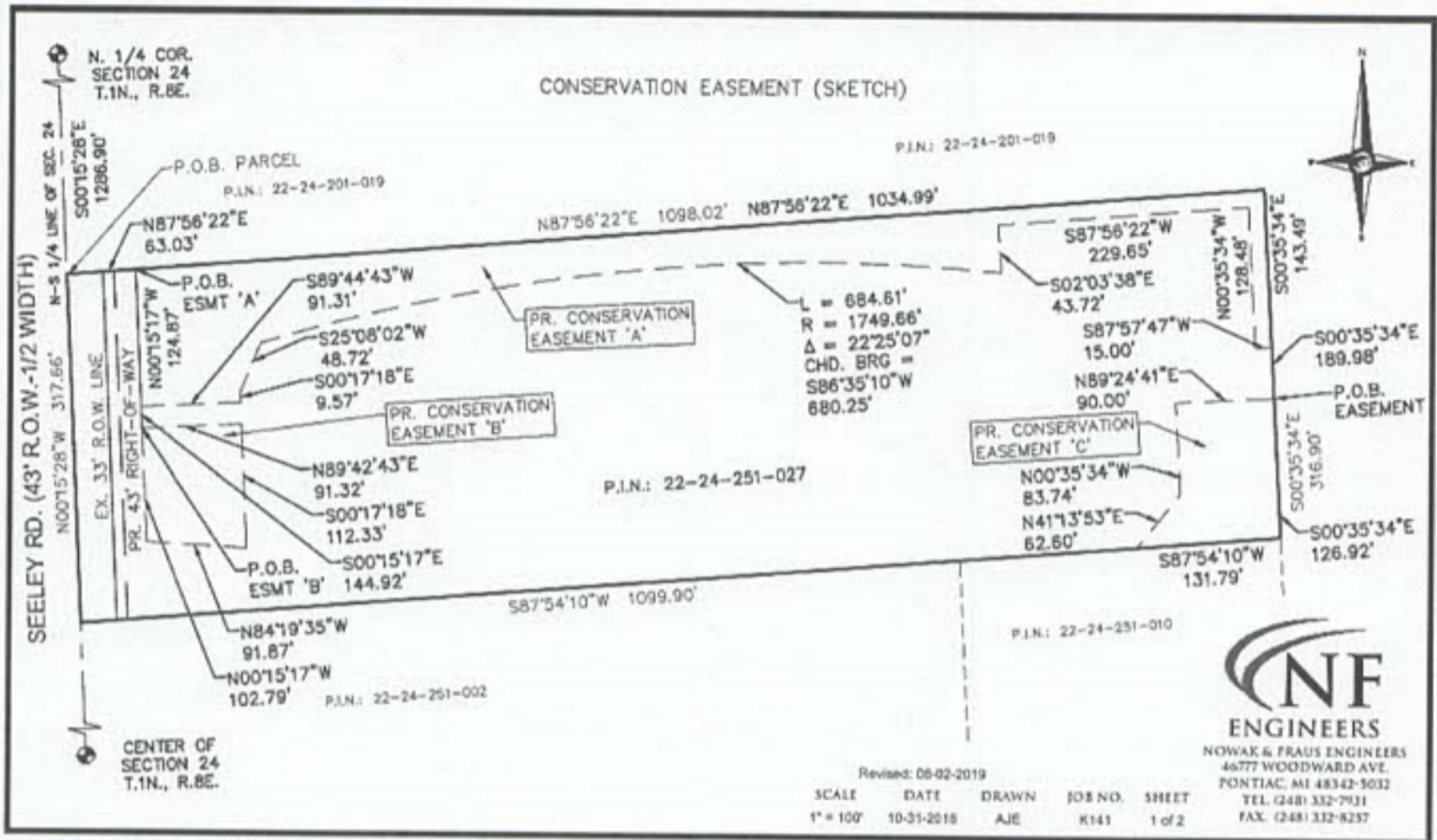
COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 15 MINUTES 28 SECONDS EAST, 1286.90 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 22 SECONDS EAST, 63.03 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 17 SECONDS EAST, 144.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 42 MINUTES 43 SECONDS EAST, 91.32 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, 112.33 FEET; THENCE NORTH 84 DEGREES 19 MINUTES 35 SECONDS WEST, 91.87 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 17 SECONDS WEST, 102.79 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - CONSERVATION EASEMENT 'C'

A CONSERVATION EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 15 MINUTES 28 SECONDS EAST, 1286.90 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 22 SECONDS EAST, 1098.02 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 34 SECONDS EAST, 189.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 35 MINUTES 34 SECONDS EAST, 126.92 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 10 SECONDS WEST, 131.79 FEET; THENCE NORTH 41 DEGREES 13 MINUTES 53 SECONDS EAST, 62.60 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 34 SECONDS WEST, 83.74 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 41 SECONDS EAST, 90.00 FEET TO THE POINT OF BEGINNING.

[DEPICTION ON NEXT PAGE]



ATTORNEY REVIEW

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

June 2, 2020

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

**RE: Novi Tech 6 & 7 JSP 17-86
Woodland Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed the final executed Conservation Easement for remaining woodlands and woodland replacement trees for the Novi Tech 6 & 7 Development. The Conservation Easement is in the City's standard format for woodland preservation and is consistent with the title of the property as shown in the Title Commitment provided. The attached exhibits have been reviewed and approved by the City's Consulting Engineer. The Conservation Easement should be placed on an upcoming City Council Agenda for acceptance.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Madeleine Kopko, Planning Assistant (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Kate Richardson, Plan Review Engineer (w/Enclosures)
Victor Boron, Civil Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Michael Freckelton, Taylor Reynolds and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Ian Armstrong, Lakeshore Contracting (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

ENGINEERING CONSULTANT REVIEW

May 26, 2020

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

Re: Novi Tech Units 6 & 7 – Planning Document Review
Novi # JSP17-0086
SDA Job No. NV18-226
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document package received by our office on May 22, 2020 against the submitted plan sheet L1 dated 7/19/19. We offer the following comments:

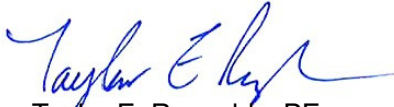
Submitted Documents:

1. Conservation Easement
(Executed May 13, 2020)

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

Sincerely,

SPALDING DEDECKER



Taylor E. Reynolds, PE
Project Coordinator

Cc (via Email): Lindsay Bell, City of Novi
Victor Boron, City of Novi
Madeleine Kopko, City of Novi
Sarah Marchioni, City of Novi
Ted Meadows, Spalding DeDecker
Kate Richardson, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler