

CITY OF NOVI CITY COUNCIL SEPTEMBER 25, 2023

SUBJECT:

Acceptance of Conservation Easement from Sakura Novi, LLC being offered as a part of JSP 22-09 Sakura Novi, for property located in Section 23, north of Grand River Avenue, south of Eleven Mile Road, and east of Town Center Drive.

SUBMITTING DEPARTMENT: Community Development, Planning

BACKGROUND INFORMATION:

The applicant received site plan approval of a mixed-use development including offices, retail uses, and restaurant spaces. Multifamily residential rental units (132) in 22 townhome buildings will be located on the northern portion of the site with access to Eleven Mile Road.

The Planning Commission recommended approval on July 13, 2022, and the City Council granted approval of the Preliminary Site Plan, Phasing Plan, Wetland Permit, Woodland Permit, and Storm Water Management Plan on August 8, 2022. Final Site Plan approval was granted administratively on August 11, 2023.

The applicant is offering a Conservation Easement for the purpose of protecting Woodlands and Open Space. The subject areas shall be perpetually preserved and maintained in their natural and undeveloped condition, unless authorized by permit from the City. The proposed conservation area is approximately \pm 0.19 Acres.

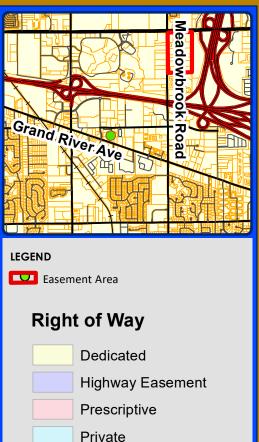
The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of Conservation Easement from Sakura Novi, LLC being offered as a part of JSP 22-09 Sakura Novi, for property located in Section 23, north of Grand River Avenue, south of Eleven Mile Road, and east of Town Center Drive.

MAP Location Map with Conservation Easement Areas

Sakura Open Space & Woodland Conservation Easement LOCATION





City of Novi

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

Map Author: Heather Zeigler Date: 9/11/2023 Project: TOWNES OF MAIN STREET Version #: 1

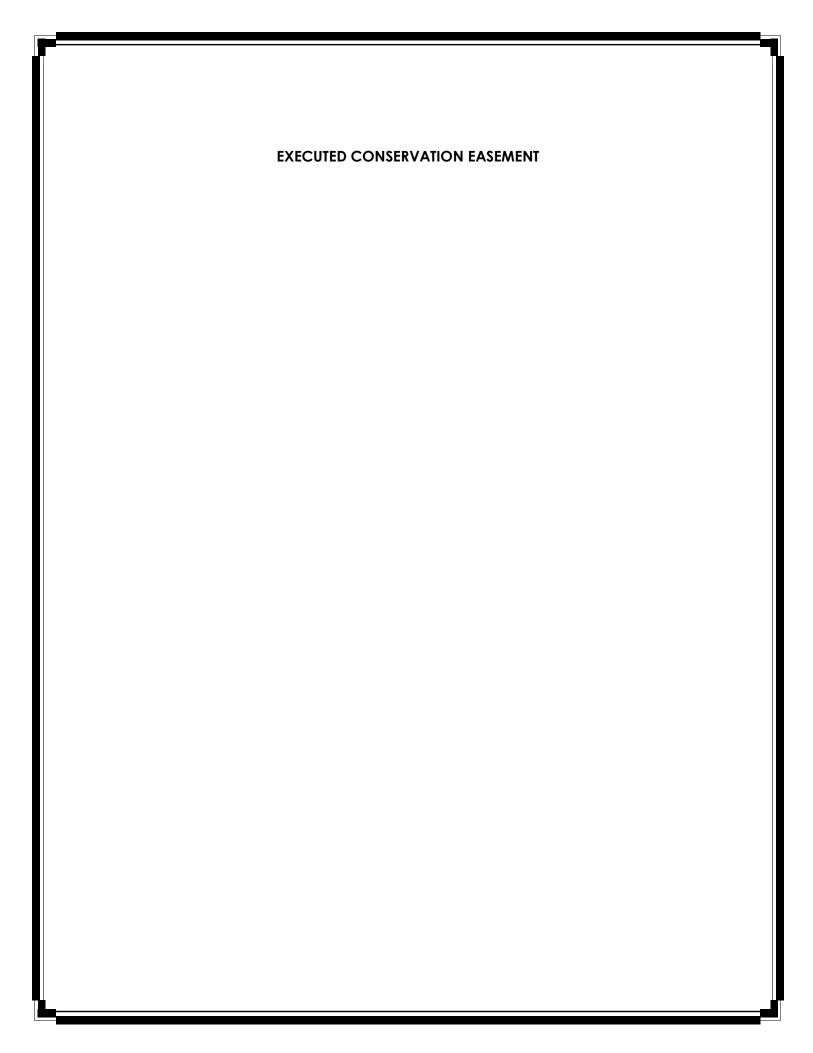
0 37.5 75 150 225



1 inch = 170 feet

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.



CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made thisday of _	, 2023, by
and between Sakura Novi Residential, LLC, a Michigan limited liability con	mpany, whose address
is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301 ar	nd Sakura Novi, LLC, a
Michigan limited liability company, whose address is 350 N. Old Woodw	ard Avenue, Suite 300,
Birmingham, Michigan 48009 (collectively, hereinafter the "Grantor"), an	d the City of Novi, and
its successors or assigns, whose address is 45175 West Ten Mile Road,	Novi, Michigan, 48375,
(hereinafter the "Grantee").	

RECITATIONS:

- A. Each Grantor owns a portion of a certain parcel of land situated in Section 23 of the City of Novi, Oakland County, Michigan, described in Exhibit A as "Parent Parcel", and depicted in Exhibit B attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of a commercial development on the Property, subject to provision of an appropriate easement to permanently protect the woodlands 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 Area (the "Easement Area") situated on the Property are more particularly described in Exhibit A and depicted in Exhibit B attached hereto and made a part hereof.

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, Grantor 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 woodlands and open space, as described in Exhibit A attached as "Conservation Easement" and depicted in Exhibit B attached hereto and made a part hereof. The subject area shall be perpetually preserved and maintained, in its 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 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 Area with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.
- 4. The area identified on Exhibit B as Conservation Easement shall be forever reserved and preserved, in the condition specifically approved by the City in accordance with applicable laws and ordinances.
- 5. 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 this Conservation Easement.
- In the event that either 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 and/or maintain the Conservation Area 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 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 Conservation Easement has been made and given for a consideration of a value less that 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 Conservation Easement on legal instruments used to convey an interest in the property.
- 10. The property will be established as a condominium by the recording of a Master Deed that includes the Property and upon such event, the obligations of the Grantor set forth in paragraph 6 shall automatically transfer to the association established to administer the condominium.

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

*If applicable to the particular development. If not, remove.

(Grantor)

SAKURA NOVI RESIDENTIAL, LLC, a Michigan limited liability company

By: Robertson Brothers Co., a Michigan corporation, Manager

Bv:

Darian L. Neubecker, Its: Chief Operating Officer

AND BY:

AIKENS SAKURA RESIDENTIAL, LLC, a Michigan limited liability company, Member

By:

G. Scott Aikens,

Its: Authorized Signatory

STATE OF MICHIGAN)
COUNTY OF OAKLAND)
The foregoing instrument was acknowledged before me in Oakland County, Michigan this 3 day of Avgust , 2023 by Darian L. Neubecker, the Chief Operating Officer of Robertson Brothers Co., a Michigan corporation, Manager, of SAKURA NOVI RESIDENTIAL, LLC, a Michigan limited liability company, on behalf of the corporation and company.
NICOLE L BURCHARD Notary Public - State of Michigan County of Oakland My Commission Expires Apr 3, 2028 Acting in the County of Oakland Acting in
STATE OF MICHIGAN)) ss. COUNTY OF OAKLAND)
The foregoing instrument was acknowledged before me in Oakland County, Michigan thi day of, 2023 by G Scott Aikens, Authorized Signatory for Aikens Sakur Residential, LLC, a Michigan limited liability company, Member of SAKURA NOVI RESIDENTIAL LLC, a Michigan limited liability company, on behalf of the company.
, Notary Public County, Michigan Acting in County, Michigan My Commission Expires:

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 Conservation Easement on legal instruments used to convey an interest in the property.
- 10. The property will be established as a condominium by the recording of a Master Deed that includes the Property and upon such event, the obligations of the Grantor set forth in paragraph 6 shall automatically transfer to the association established to administer the condominium.

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

*If applicable to the particular development. If not, remove.

(Grantor)

SAKURA NOVI RESIDENTIAL, LLC, a Michigan limited liability company

By: Robertson Brothers Co., a Michigan corporation, Manager

By: ______ Darian L. Neubecker,

Its: Chief Operating Officer

AND BY:

AIKENS SAKURA RESIDENTIAL, LLC, a Michigan limited liability company,

Member

G. Scott Aikens.

Its: Authorized Signatory

STATE OF MICHIGAN)		
COUNTY OF OAKLAND)	SS.	
this day of	, 2023 by Darian L. Neub higan corporation, Manager	re me in Oakland County, Michigan becker, the Chief Operating Officer of corporation and company.
	Acting inMy Commission	, Notary Public County, Michigan County, Michigan Expires:
STATE OF MICHIGAN)		
COUNTY OF OAKLAND)	SS.	
3rd day of August	_, 2023 by G Scott Aikens, imited liability company, Me	, Notary Public county, Michigan County, Michigan
	My	DONNA NAGLE tary Public, State of Michigan County of Oakland Commission Expires Nov. 11, 2028 in the County of

SAKURA NOVI, LLC,

a Michigan limited liability company

By: G. Scott Aikens, Manager

STATE OF MICHIGAN) ss. COUNTY OF OAKLAND)

The foregoing instrument is acknowledged before me in Oakland County, Michigan this day of August, 2023 by G. Scott Aikens, Manager of Sakura Novi, LLC, a Michigan limited liability company, on behalf of the company.

acland , Notary Public County, Michigan

DONNA NAGLE
Notary Public, State of Michigan
County of Oakland
My Commission Expires Nov. 11, 2028
Acting in the County of

	CITY OF NOVI, a Municipal Corporation
	By:
	Its:
STATE OF MICHIGAN)	
) ss COUNTY OF OAKLAND)	
The foregoing instrument was acknowledged before 2023, by,, on behalf Corporation.	ore me on thisday of, of the City of Novi, a Municipal
	Notary Public Oakland County, Michigan Acting in County, MI
Drafted By:	My Commission Expires:
Elizabeth M. Kudla 30903 Northwestern Highway P.O. Box 3040	
Farmington Hills, MI 48333-3040	
After Recorded Return to:	
Cortney Hanson, City Clerk, City of Novi	
45175 Ten Mile Road	
Novi, Michigan 48375-3024	

EXHIBIT A CONSERVATION EASEMENT

PARENT PARCEL ID 22-23-126-018

A PARCEL OF LAND IN A PART OF THE NORTH 1/2 OF SECTION 23, T. 01 N, R. 08 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 23, T. 01 N, R. 08 EAST, THENCE ALONG THE NORTH LINE OF SAID SECTION 23 N88°24'51"E 264.75 FEET; THENCE S01°27'28"E 35.00 FEET TO THE POINT OF BEGINNING: THENCE S01°27'28"E, 491.50 FEET; THENCE S89°26'20"W, 403.87 FEET; THENCE N71°19'30"W, 170.45 FEET; THENCE S00°17'20"E 361.42 FEET TO THE NORTH LINE OF GRAND RIVER AVE. (60 FEET WIDE NORTHERLY HALF); THENCE ALONG SAID NORTH LINE N71°44'00"W, 649.31 FEET; THENCE N00°00'00"E 584.46 FEET TO THE SOUTH LINE OF 11 MILE ROAD (35 FEET WIDE SOUTH HALF); THENCE ALONG SAID SOUTH LINE N89°34'00"E 612.61 FEET; THENCE S00°17'20"E, 208.00 FEET; THENCE N89°34'00"E, 172.00 FEET; THENCE N00°17'20"W, 208.00 FEET TO THE SOUTH LINE OF SAID 11 MILE ROAD; THENCE ALONG SAID SOUTH LINE N89°34'00"E, 118.09 FEET AND N88°24'51"E, 265.02 FEET TO THE POINT OF BEGINNING

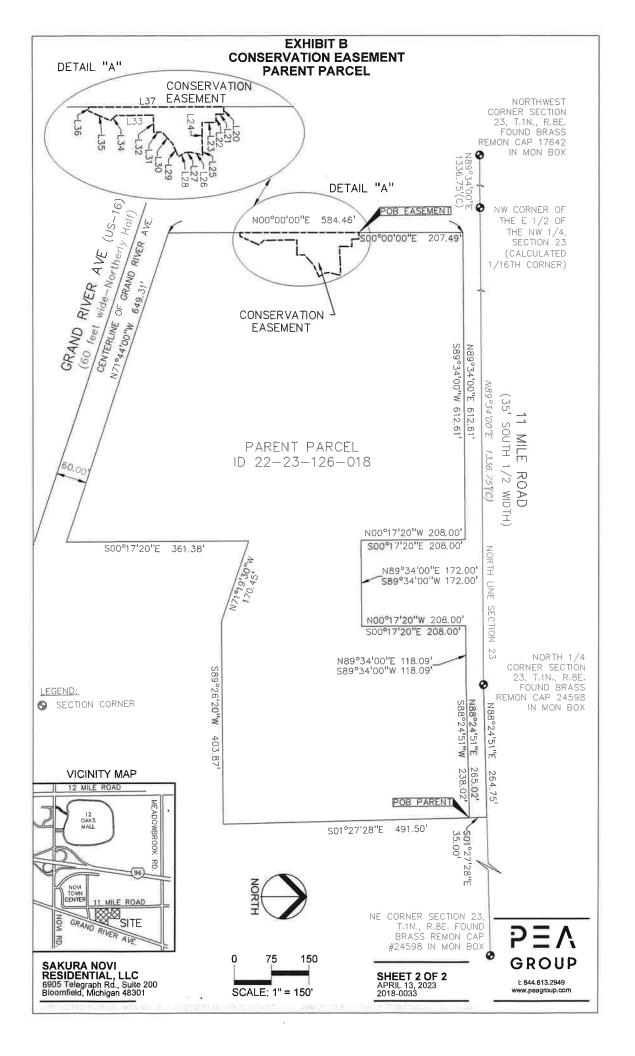
CONSERVATION EASEMENT

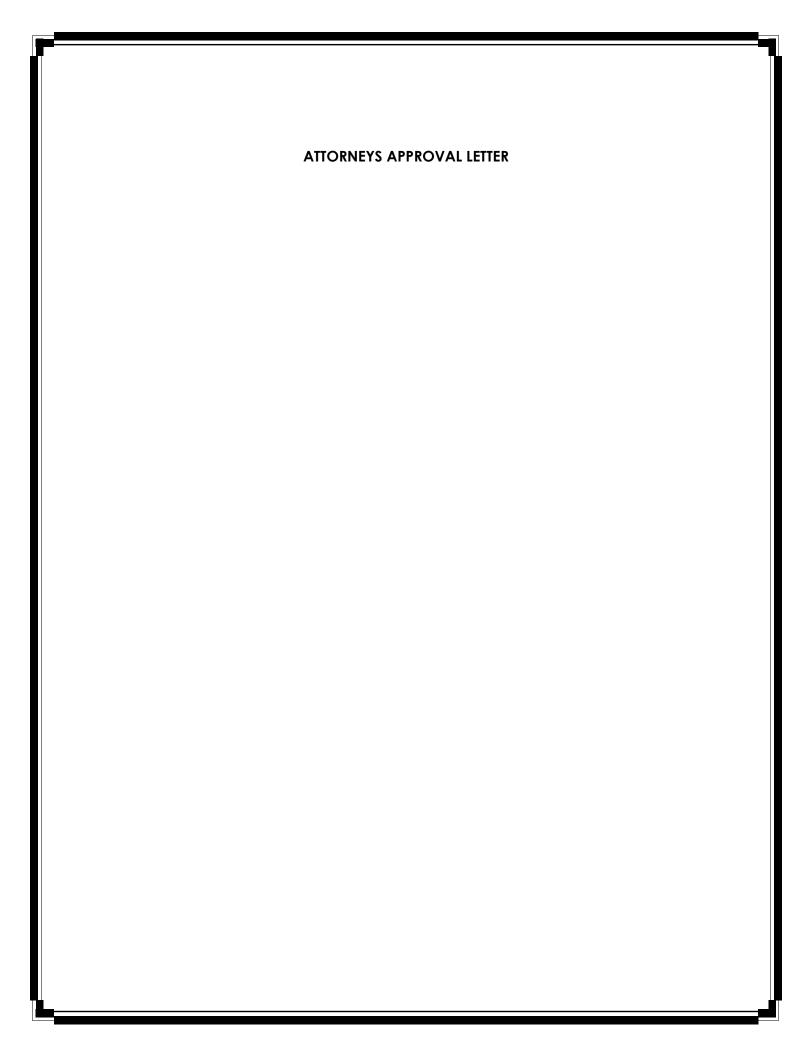
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COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 23, T. 01 N, R. 08 EAST, THENCE ALONG THE NORTH LINE OF SAID SECTION 23 N88°24'51"E 264.75 FEET; THENCE S01°27'28"E 35.00 FEET TO THE SOUTH RIGHT—OF—WAY LINE OF 11 MILE ROAD; THENCE ALONG SAID SOUTH LINE S88°24'51"W, 265.02 FEET AND S89°34'00"W, 118.09 FEET; THENCE S00°17'20"E, 208.00 FEET; THENCE S89°34'00"W, 172.00 FEET; THENCE N00°17'20"W, 208.00 FEET TO THE SOUTH RIGHT—OF—WAY LINE OF 11 MILE ROAD; THENCE ALONG SAID SOUTH LINE S89°34'00"W 612.61 FEET; THENCE S00°00'00"E 207.49 FEET TO THE POINT OF BEGINNING OF A CONSERVATION EASEMENT; THENCE S89°43'11"E, 13.03 FEET; THENCE S00°26'00"E, 13.52 FEET; THENCE N90°00'00"E, 14.50 FEET; THENCE S00°00'00"E, 24.28 FEET; THENCE N89°36'25"E, 46.00 FEET; THENCE N85°42'34"E, 11.16 FEET; THENCE S13°37'44"W, 22.39 FEET; THENCE S08°26'45"E, 8.74 FEET; THENCE S31°28'27"E, 13.37 FEET; THENCE S68°37'44"W, 22.39 FEET; THENCE S48°22'48"W, 27.49 FEET; THENCE S00°25'59"E, 14.90 FEET; THENCE S89°34'01"W, 29.78 FEET; THENCE S40°25'59"E, 65.55 FEET; THENCE S41°42'36"E, 13.53 FEET; THENCE S89°34'01"W, 29.78 FEET; THENCE N90°00'00"W, 7.06 FEET; THENCE N00°00'00"E, 236.03 FEET TO THE POINT OF BEGINNING, CONTAINING ±0.19 ACRES.

LINE TABLE FOR CONSERVATION EASEMENT						
Line #	Direction	Length	Line #	Direction	Length	
L20	S89°43'11"E	13,03'	L29	S66°08'12"W	25.07'	
L21	S00°26'00"E	13.52'	L30	S48°22'48''W	27.49'	
L22	N90°00'00"E	14.50'	L31	S00°25'59"E	14.90'	
L23	S00°00'00"E	24.28'	L32	S89°34'01"W	29.78 '	
L24	N89°36'25"E	46.00'	L33	S00°25'59"E	65,55'	
L25	N85°42'34"E	11.16	L34	S41°42'36"E	13.53'	
L26	S13°37'44"W	22,39'	L35	S23°58'35"W	41.96	
L27	S08°26'45"E	8.74'	L36	N90°00'00"W	7.06'	
L28	S31°28'27"E	13.37'	L37	N00°00'00"E	236.03'	







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



September 1, 2023

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

RE: Sakura Novi JSP 22-09

Conservation Easement

Dear Ms. McBeth:

We have received and reviewed the final executed Conservation Easement and a title search for woodlands and open space for the Sakura Novi Development. The Conservation Easement is in the City's standard format to preserve open space and replacement trees within the development. The Conservation Easement exhibits have been reviewed and approved by the City's Consulting Engineer. The Conservation Easement may be placed on an upcoming City Council Agenda for approval and recording.

This review is subject to additional comments by City Engineering Division and Planner.

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,

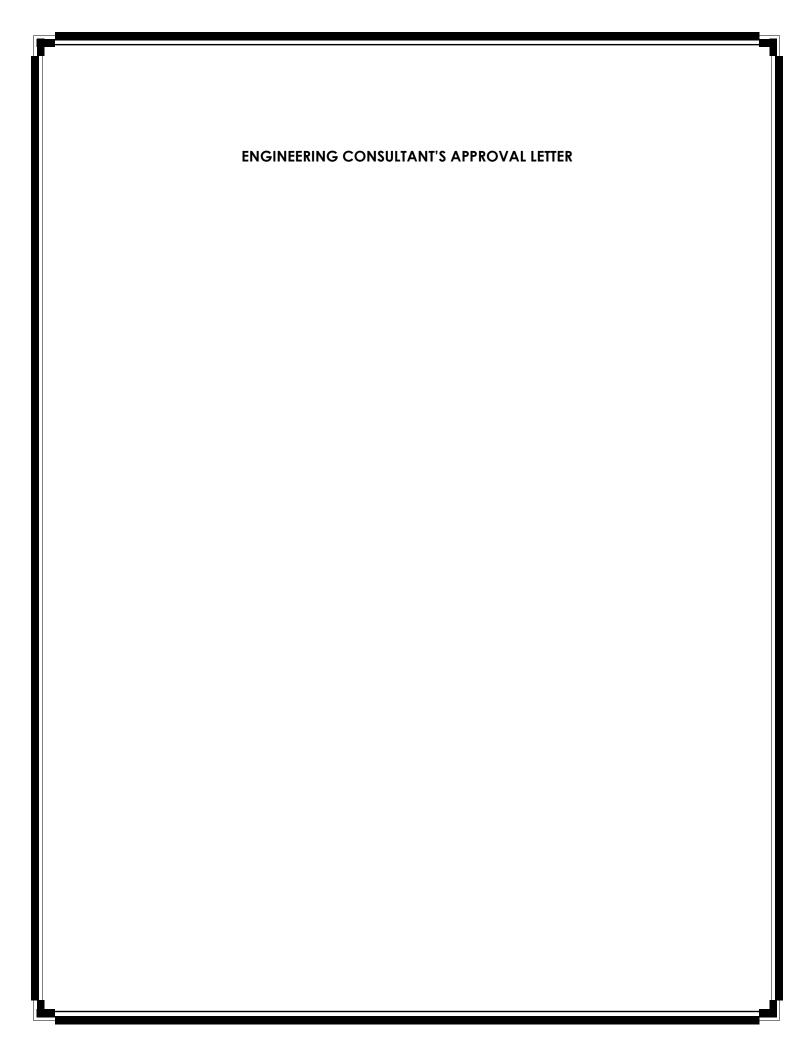
ROSATI SCHULTZ JOPPICH & AMPSBUECHLER PC

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk Charles Boulard, Community Development Director Lindsay Bell, Planner Ian Hogg, Planner Barb McBeth, City Planner City of Novi September 1, 2023 Page 2

Heather Ziegler, Planner
James Hill, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Ben Croy, City Engineer
Rebecca Runkel, Project Engineer
Adam Yako, Project Engineer
Humna Anjum, Project Engineer
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Scott Aikens, Sakura Novi, LLC
Thomas R. Schultz, Esquire



Engineering & Surveying Excellence since 1954

August 21, 2023

Barb McBeth, City Planner City of Novi 45175 Ten Mile Road Novi, Michigan 48375

Re: Sakura - Planning Document Review

Novi # JSP22-0009 SDA Job No. NV23-205 **EXHIBITS APPROVED**

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on August 11, 2023 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. Conservation Easement – (executed 08/03/2023, exhibit dated 04/13/2023) 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

Diana Shanahan, City of Novi Sarah Marchioni, City of Novi Adam Yako, City of Novi

Taylor Reynolds, Spalding DeDecker Ted Meadows, Spalding DeDecker

Humna Anjum, City of Novi

Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler