



CITY OF NOVI CITY COUNCIL
JULY 12, 2021

SUBJECT: Acceptance of a Conservation Easement from Vibe Credit Union for woodland conservation areas being offered as a part of JSP20-14, Vibe Credit Union Novi West Branch development, for property located south of Twelve Mile Road and west of Cabaret Drive, in Section 15 of the City.

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT, PLANNING

BACKGROUND INFORMATION:

The applicant received site plan approval to build a new 3,684 square foot credit union branch on a 4.74 acre site located south of Twelve Mile Road and west of Cabaret Drive. The Planning Commission approved the Preliminary Site Plan, wetland permit, woodland permit, and storm water management plan on July 22, 2020.

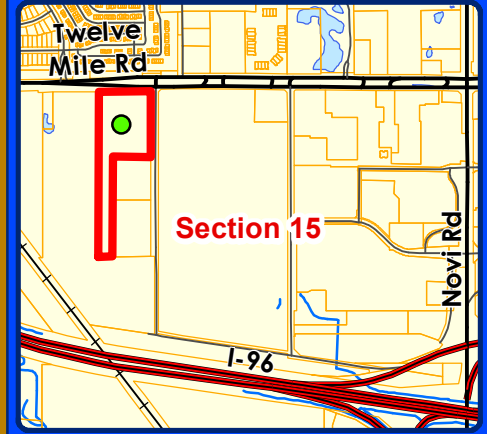
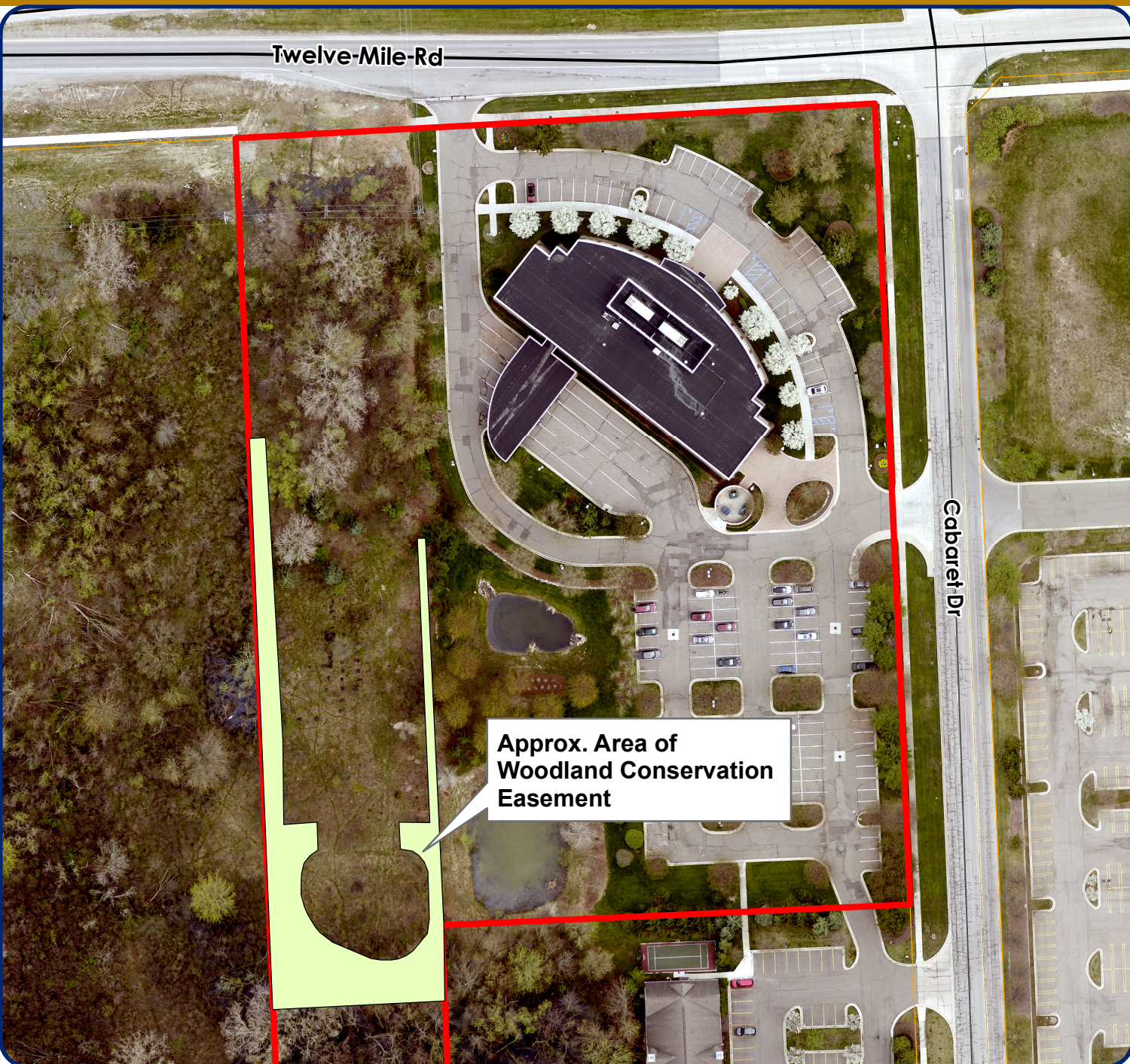
The applicant is offering a Woodland Conservation Easement for the purpose of protecting the remaining woodland and/or woodland replacement trees from destruction and disturbance. The easement area shall be perpetually preserved and maintained, in its natural and undeveloped condition, unless authorized by the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy, and the appropriate federal agency. The conservation easement area, shown in Exhibit B of the easement document, graphically depicts the areas being preserved. The proposed woodland conservation areas total approximately 0.354 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 Vibe Credit Union for woodland conservation areas being offered as a part of JSP20-14, Vibe Credit Union Novi West Branch development, for property located south of Twelve Mile Road and west of Cabaret Drive, in Section 15 of the City.

JSP20-14 VIBE CREDIT UNION WOODLAND CONSERVATION EASEMENT



LEGEND

-  Subject Property
-  Conservation Easement Area

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

Map Author: Madeleine Daniels
Date: 06/28/21
Project: VIBE CREDIT UNION
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.

WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 26th day of May, 2021,
by _____ and _____ between ~~Novi Vibe credit Union~~ whose address is
44575 W 12 Mile Rd, Novi, MI (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 building 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 Exhibits B and C, 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 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 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 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.

GRANTOR

WITNESS:

Bjork Kvalala
 Its: Executive Vice President

By: Allan K Morris

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this 26th day of May, 2021, by Allan Morris, as the Executive Vice President of Vibe Credit Union a _____ limited liability company, on its behalf.

Jemima Anderson
 Notary Public
 Acting in Oakland County
 My Commission Expires: 12/25/25

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.

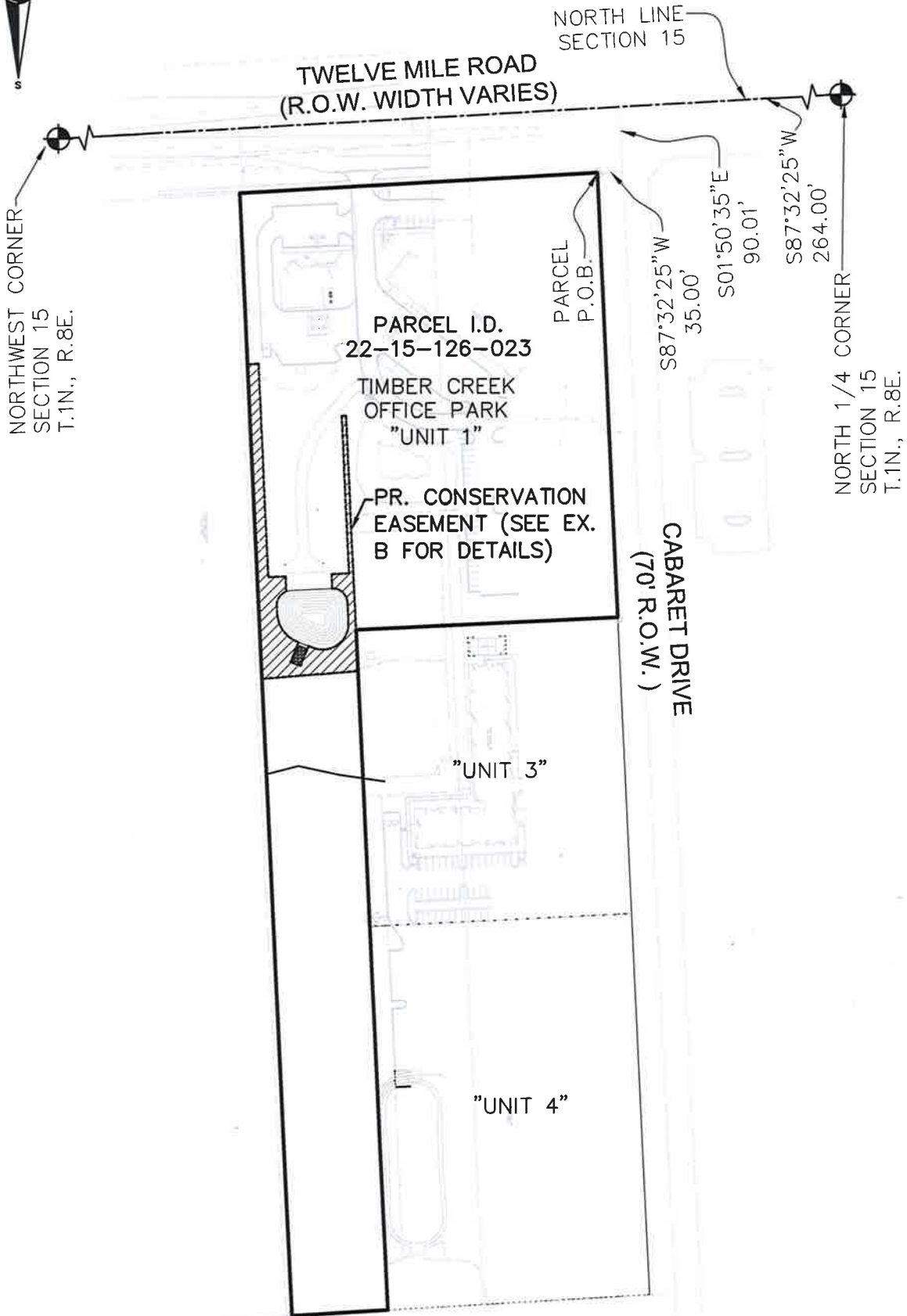
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

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

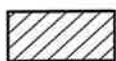
After Recording, Return to:
Maryanne Cornelius, Clerk
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

Exhibit A

OVERALL PARCEL SKETCH



NF ENGINEERS
 NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257



INDICATES LIMITS OF PROPOSED CONSERVATION EASEMENT

PREPARED FOR:
 VIBE CREDIT UNION

SCALE
 1" = 200'

DATE
 11-20-20

DRAWN
 CEE

JOB NO.
 K911

SHEET
 1 of 2

Exhibit A

PARCEL LEGAL DESCRIPTION

LEGAL DESCRIPTION - TIMBER CREEK OFFICE PARK - UNIT 1 (PARCEL I.D. 22-15-126-023)

UNIT 1, TIMBER CREEK OFFICE PARK, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 26386, PAGES 25 THROUGH 61, INCLUSIVE, OAKLAND COUNTY RECORDS, AS RE-RECORDED IN LIBER 27156, PAGES 781 THROUGH 819, INCLUSIVE, OAKLAND COUNTY RECORDS, FIRST AMENDMENT TO MASTER DEED AS RECORDED IN LIBER 27258, PAGE 184, OAKLAND COUNTY RECORDS, AND SECOND AMENDMENT TO MASTER DEED AS RECORDED IN LIBER 54996, PAGE 474, AS AMENDED, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1456, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

PARCEL ID NO.: 22-15-126-023



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:
VIBE CREDIT UNION

SCALE
N.T.S.

DATE
11-20-20

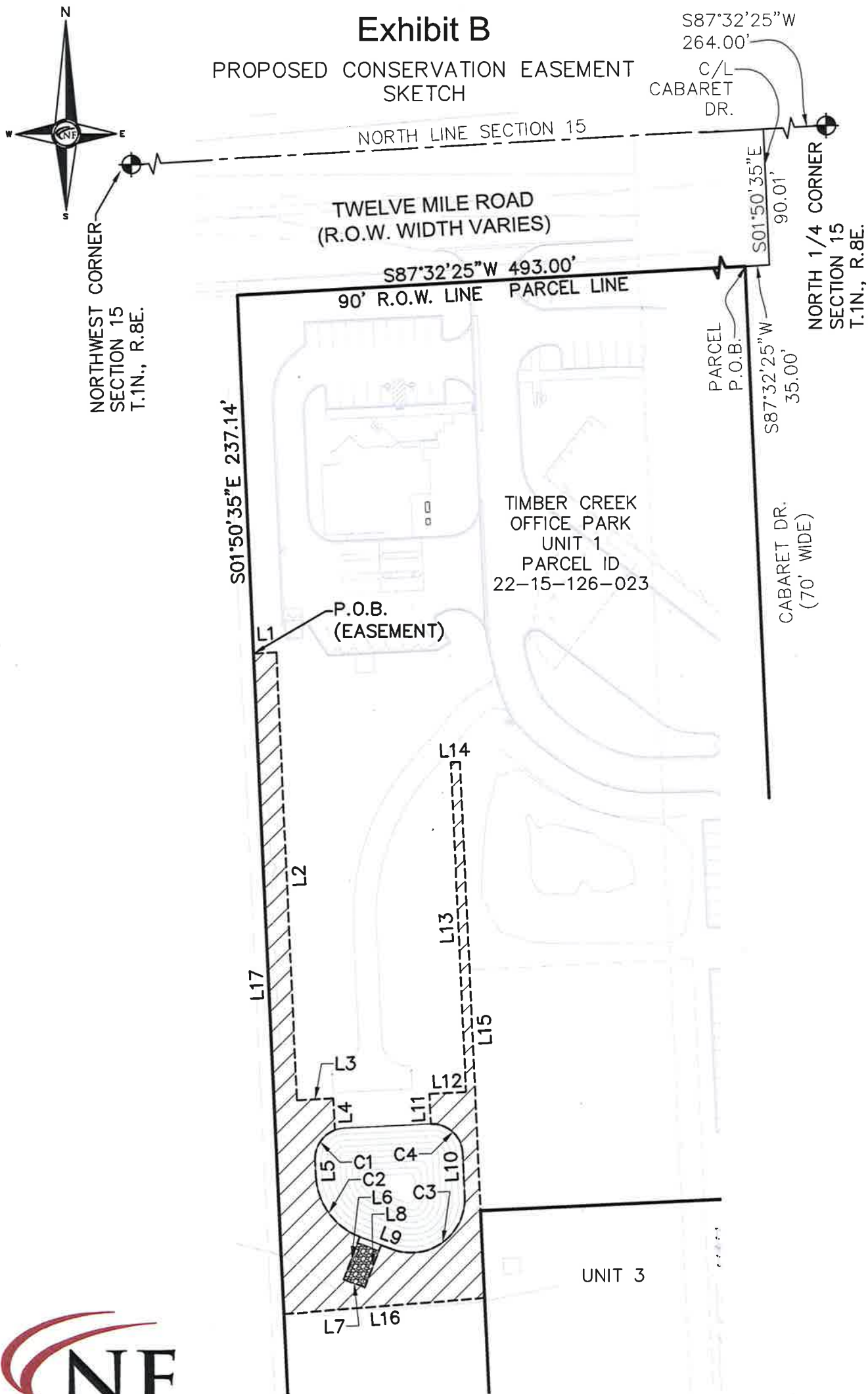
DRAWN
CEE

JOB NO.
K911

SHEET
2 of 2

Exhibit B

PROPOSED CONSERVATION EASEMENT SKETCH



NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257

 INDICATES LIMITS OF PROPOSED CONSERVATION EASEMENT

PREPARED FOR: VIBE CREDIT UNION	SCALE 1" = 80'	DATE 11-20-20	DRAWN CEE	JOB NO. K911	SHEET 1 of 3
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Exhibit B

PROPOSED CONSERVATION EASEMENT LINE AND CURVE TABLES

Line Table		
Line #	Direction	Length
L1	N87°37'56"E	14.62
L2	S1°50'35"E	296.29
L3	N88°09'25"E	23.75
L4	S1°50'35"E	21.00
L5	S1°50'35"E	11.00
L6	S21°42'02"W	30.00
L7	S68°17'58"E	15.00
L8	N21°42'02"E	30.00
L9	S68°17'58"E	7.89
L10	N1°50'35"W	29.20
L11	N1°50'35"W	20.00
L12	N88°09'25"E	24.01
L13	N1°50'35"W	218.34
L14	N88°09'25"E	5.99
L15	S1°50'35"E	354.88
L16	S86°18'55"W	132.06
L17	N1°50'35"W	436.93

Curve Table					
Curve #	Delta	Length	Radius	Chord	Chord Distance
C1	71°47'09"	25.06'	20.00'	S34°02'59.19"W	23.45'
C2	66°27'22"	52.19'	45.00'	S35°04'16.33"E	49.32'
C3	113°32'38"	69.36'	35.00'	N54°55'43.67"E	58.55'
C4	90°18'34"	31.52'	20.00'	N46°41'16.84"W	28.36'



NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257

PREPARED FOR:

 CLIENT NAME
 CLIENT NAME

DATE	DRAWN	JOB NO.	SHEET
11-20-20	CEE	K911	2 of 3

Exhibit B

PROPOSED CONSERVATION EASEMENT LEGAL DESCRIPTION

LEGAL DESCRIPTION - CONSERVATION EASEMENT

A CONSERVATION EASEMENT, LYING IN UNIT 1, TIMBER CREEK OFFICE PARK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, THENCE S87°32'25"W, 264.00 FEET ALONG THE NORTH LINE OF SECTION 15 TO THE CENTERLINE OF CABARET DRIVE; THENCE S01°50'35"E, 90.01 FEET TO THE SOUTHERLY 90° RIGHT-OF-WAY LINE OF TWELVE MILE ROAD; THENCE S87°32'25"W, 35.00 FEET TO THE PARCEL POINT OF BEGINNING; THENCE S87°32'25"W, 493.00 FEET ALONG THE PARCEL LINE; THENCE S01°50'35"E, 237.14 FEET TO THE EASEMENT POINT OF BEGINNING;

THENCE N87°37'56"E, 14.62 FEET;
THENCE S01°50'35"E, 296.29 FEET;
THENCE N88°09'25"E, 23.75 FEET;
THENCE S01°50'35"E, 21.00 FEET;
THENCE 25.06 FEET ALONG A CURVE TO THE LEFT (RADIUS=20.00 FEET, DELTA=71°47'09", CHORD=S34°02'59.19"W, 23.45 FEET)
THENCE S01°50'35"E, 11.00 FEET;
THENCE 52.19 FEET ALONG A CURVE TO THE LEFT (RADIUS=45.00 FEET, DELTA=66°27'22", CHORD=S35°04'16.33"E, 49.32 FEET)
THENCE S21°42'02"W, 30.00 FEET;
THENCE S68°17'58"E, 15.00 FEET;
THENCE N21°42'02"E, 30.00 FEET;
THENCE S68°17'58"E, 7.89 FEET;
THENCE 69.36 FEET ALONG A CURVE TO THE LEFT (RADIUS=35.00 FEET, DELTA=113°32'38", CHORD=N54°55'43.67"E, 58.55 FEET)
THENCE N01°50'35"W, 29.20 FEET;
THENCE 31.52 FEET ALONG A CURVE TO THE LEFT (RADIUS=31.52 FEET, DELTA=90°18'34", CHORD=N46°41'16.84"W, 28.36 FEET)
THENCE N01°50'35"W, 20.00 FEET;
THENCE N88°09'25"E, 24.01 FEET;
THENCE N01°50'35"W, 218.34 FEET;
THENCE N88°09'25"E, 5.99 FEET;
THENCE S01°50'35"E, 354.88 FEET;
THENCE S86°18'55"W, 132.06 FEET;
THENCE N01°50'35"W, 436.93 FEET TO THE EASEMENT POINT OF BEGINNING.

SAID EASEMENT CONTAINS 15,401.38 SQUARE FEET OR 0.354 ACRES



ENGINEERS

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVE.

PONTIAC, MI 48342-5032

TEL. (248) 332-7931

FAX. (248) 332-8257

PREPARED FOR:
VIBE CREDIT UNION

DATE	DRAWN	JOB NO.	SHEET
11-20-20	CEE	K911	3 of 3

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

June 16, 2021

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

**RE: Vibe Credit Union JSP 20-14
Woodland Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed a revised Woodland Conservation Easement for the Vibe Credit Union Property. The Woodland Conservation Easement has been revised for the purpose of protecting the remaining woodlands and replacement trees. The Woodland Conservation Easement is in the City's standard easement format and is consistent with the title commitment provided. The Exhibits have been reviewed and approved by the City's Consulting Engineer. The Woodland Conservation Easement may be executed, and the originals submitted to the City for placement 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

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a horizontal line.

Elizabeth Kudla Saarela

EKS
Enclosures

Barb McBeth, City Planner

June 16, 2021

Page 2

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Christian Carroll, Planner (w/Enclosures)
Madeleine Daniels, Planning Assistant (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Ben Croy, City Engineer (w/Enclosures)
Kate Richardson, Project Engineer (w/Enclosures)
Victor Boron, Project Engineer (w/Enclosures)
Rebecca Runkel, Project Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Melissa Morris, Administrative Assistant (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
Paul Tulikangas, PE, Nowak and Fraus Engineers (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

June 9, 2021

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

Re: Vibe Credit Union - Planning Document Review
Novi # JSP20-0014
SDA Job No. NV20-217
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on June 9, 2021 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. Wetland Conservation Easement
(executed 05-26-21: exhibit dated 11-20-20)
Legal Description 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, EIT
Project Engineer

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