



CITY OF NOVI CITY COUNCIL December 15, 2025

SUBJECT: Acceptance of a Conservation Easement associated with Community Financial Credit Union, for property located at the northeast corner of Crescent Boulevard and Grand River Avenue.

SUBMITTING DEPARTMENT: Community Development, Planning

KEY HIGHLIGHTS:

- The Planning Commission approved a Woodland Permit as part of a site plan to allow the construction of the Community Financial Credit Union.
- The City Council is asked to accept a conservation easement to protect woodland replacement trees.

BACKGROUND INFORMATION:

The applicant, Level 5 Construction, received site plan approval to construct the Community Financial Credit Union at the northeast corner of Grand River and Crescent Boulevard. The Planning Commission approved the Preliminary Site Plan, Woodland Permit and Stormwater Management Plan at their September 11, 2024 meeting.

The applicant is offering a Conservation Easement for the purpose of protecting the eight woodland replacement trees. The easement states 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. The proposed conservation area, shown in Exhibit B of the easement document, illustrates the easement area at the northwest corner of the property totaling approximately 2,300 square feet.

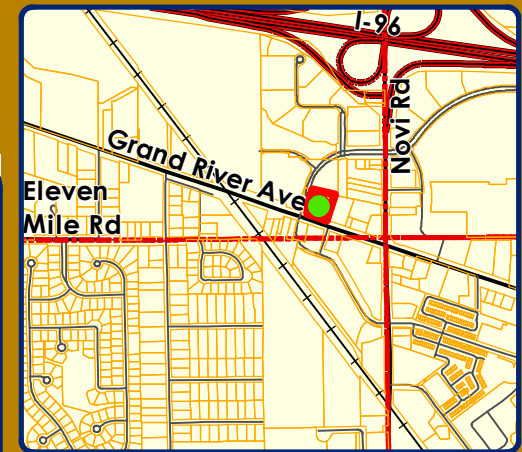
The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of a Conservation Easement associated with PWD25-0002 Community Financial Credit Union, for property located at the northeast corner of Crescent Boulevard and Grand River Avenue.

MAP
Conservation
Easement
Location Map

Community Financial Credit Union Conservation Easement

LOCATION



Legend

 Subject Area



City of Novi

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

Map Author: Dan Commer

Date: 11/20/25

Project: Community Financial Credit Union
Conservation Easement

Version #: 1

0 35 70 140 210 Feet

1 inch = 167 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

WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this _____ day of _____, 2025, by _____ and _____ between COMMUNITY FINANCIAL CREDIT UNION, a Michigan state-chartered credit union whose address _____ is _____ 500 S Harvey Street Plymouth, MI 48170 (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 15 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 Credit Union 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:

COMMUNITY FINANCIAL CREDIT UNION,
a Michigan state-chartered credit union

WITNESS:

By: Tansley Stearns
Its: _____
Its: President & CEO

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___th day of _____, 2025 by _____, as the _____ of _____ a _____ limited liability company, on its behalf.

Notary Public
Acting in _____ County
My Commission Expires: _____

GRANTEE

CITY OF NOVI
A Municipal Corporation

By: _____

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

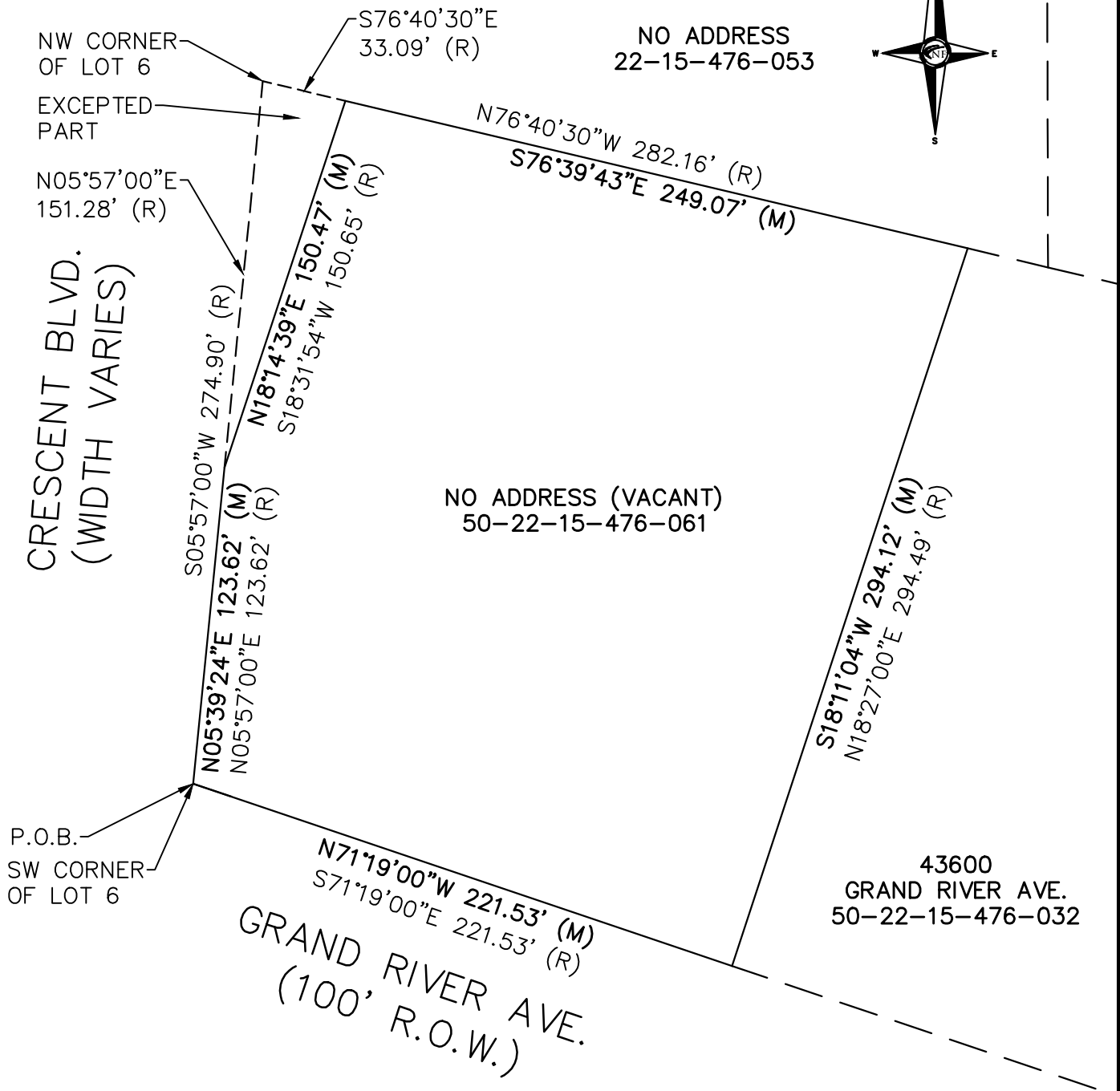
The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted By:
Kacy J. Whitehead
115 Perimeter Center Place NE
Suite 850
Atlanta, GA 30346

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

Exhibit A
PROPERTY



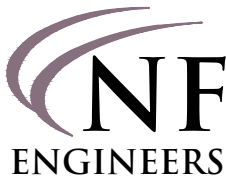
LEGAL DESCRIPTION - PROPERTY (PER RECORD)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF OAKLAND, CITY OF NOVI.

PART OF LOT 6, SUPERVISOR'S PLAT NO. 4, AS RECORDED IN LIBER 54A, PAGE 83 OF PLATS, OAKLAND COUNTY RECORDS, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 6; THENCE SOUTH 71° 19' 00" EAST 221.53 FEET; THENCE NORTH 18° 27' 00" EAST 294.49 FEET; THENCE NORTH 76° 40' 30" WEST 282.16 FEET ALONG THE NORTH LOT LINE TO THE NORTHWEST LOT CORNER; THENCE SOUTH 05° 57' 00" WEST 274.90 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT, SOUTHEAST QUARTER OF SECTION 15, T1N, R8E, BEGINNING AT A POINT ON THE WEST LINE OF LOT 6, LOCATED DISTANT N05°57'00"E 123.62 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 6; THENCE CONTINUING N05°57'00"E 151.28 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE S76°40'30"E, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 33.09 FEET; THENCE S18°31'54"W 150.65 FEET TO THE POINT OF BEGINNING, AS RECORDED IN LIBER 18891, PAGE 665.

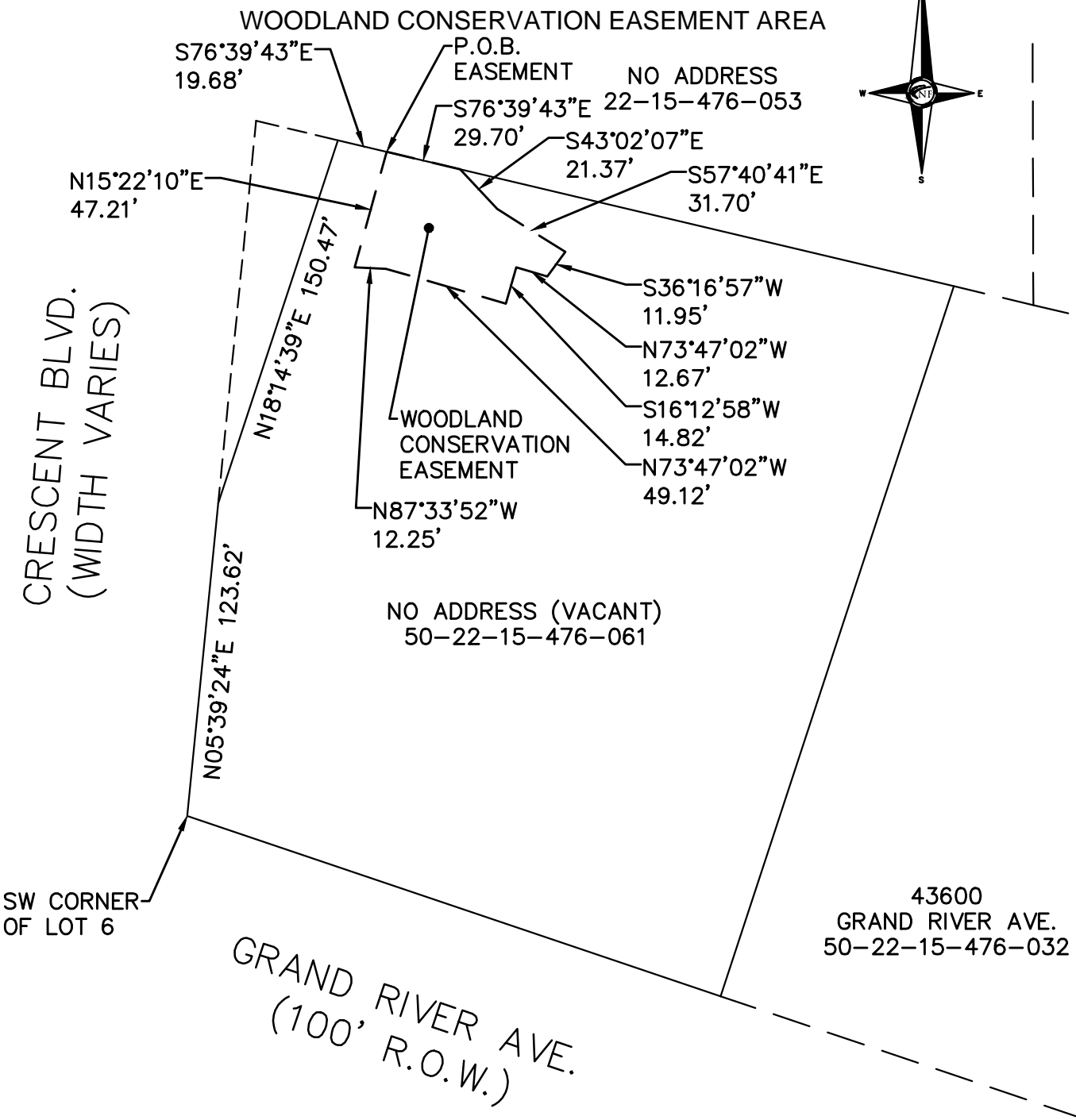
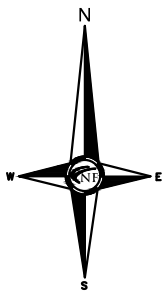
CONTAINING 68,531 SQUARE FEET OR 1.575 ACRES OF LAND
TAX PARCEL IDENTIFICATION NUMBER: 50-22-15-476-061



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

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=60'	06-11-2025	B.G.	N877	1 of 1

Exhibit B



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

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=60'	06-11-2025	B.G.	N877	1 of 1

Exhibit C

WOODLAND CONSERVATION EASEMENT DESCRIPTION

LEGAL DESCRIPTION - WOODLAND CONSERVATION EASEMENT

A WOODLAND CONSERVATION EASEMENT BEING PART OF LOT 6, SUPERVISOR'S PLAT NO 4, AS RECORDED IN LIBER 54A, PAGE 83 OF PLATS, OAKLAND COUNTY RECORDS, ALSO BEING PART OF THE SOUTHEAST 1/4 OF SECTION 15, T.1N., R.8E. CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 05° 39' 24" EAST 123.62 FEET; THENCE NORTH 18° 14' 39" EAST 150.47 FEET; THENCE SOUTH 76° 39' 43" EAST 19.68 FEET TO THE EASEMENT POINT OF BEGINNING; THENCE CONTINUING SOUTH 76° 39' 43" EAST 29.70 FEET; THENCE SOUTH 43° 02' 07" EAST 21.37 FEET; THENCE SOUTH 57° 40' 41" EAST 31.70 FEET; THENCE SOUTH 36° 16' 57" WEST 11.95 FEET; THENCE NORTH 73° 47' 02" WEST 12.67 FEET; THENCE SOUTH 16° 12' 58" WEST 14.82 FEET; THENCE NORTH 73° 47' 02" WEST 49.12 FEET; THENCE NORTH 87° 33' 52" WEST 12.25 FEET; THENCE NORTH 15° 22' 10" EAST 47.21 FEET TO THE EASEMENT POINT OF BEGINNING.



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

SCALE	DATE	DRAWN	JOB NO.	SHEET
NTS	06-11-2025	B.G.	N877	1 of 1

CITY ATTORNEY APPROVAL LETTER

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

November 25, 2025

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

**RE: Community Financial Credit Union
Woodland Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed the revised draft Woodland Conservation Easement for woodland replacement trees on the CFCU Development Property. The Woodland Conservation Easement is in the City's standard format for a Woodland Conservation Easement. The Conservation Easement may be executed. We note that the following language may be removed from paragraph 5 since there is only one parcel:

- Pro rata basis as to all of the lots
- Pro rata as to each lot

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
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director

Barb McBeth, City Planner
City of Novi
November 25, 2025
Page 2

Lindsay Bell, Planner
Dan Commer, Planner
Diana Shanahan, Planner
Stacey Choi, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Ben Croy, City Engineer
Humna Anjum, Project Engineer
Millad Alesmail, Project Engineer
Kate Purpura, Project Engineer
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Alyssa Craigie, Administrative Assistant
Timothy Wood, Nowak and Fraus
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT APPROVAL LETTER

November 19, 2025

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

Re: Community Financial Credit Union - Planning Document Review #2
Novi # JSP25-08
SDA Job No. NV25-209
APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on 11-19-2025 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. Woodland Conservation Easement – (unexecuted: exhibit dated 11-19-2025)
Exhibit A – Approved.
Exhibit B – Approved.
Exhibit C – 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

Taylor E. Reynolds, PE
Senior Project Manager

Cc (via Email): Milad Alesmail, City of Novi
Humna Anjum, City of Novi
Lindsay Bell, City of Novi
Stacey Choi, City of Novi
Dan Commer, City of Novi
Alyssa Craigie, City of Novi
Ben Croy, City of Novi
Cortney Hanson, City of Novi
Sarah Marchioni, City of Novi
Barb McBeth, City of Novi
Melissa Morris, City of Novi



Kate Purpura, City of Novi
Rebecca Runkel, City of Novi
Diana Shanahan, City of Novi
Angie Sosnowski, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Sydney Waynick, SDA
Timothy Wood, Applicant