



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item G
May 12, 2008

SUBJECT: Acceptance of a Conservation Easement from Hampton Place, LLC for Hampton Woods office and residential care condominium, located on the west side of Novi Road south of Ten Mile Road in Section 27 covering 9.93 acres.

SUBMITTING DEPARTMENT: Community Development - Planning *Bucks*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Hampton Woods is a multiple-phase 16.55 acre office and residential care condominium project which initially received Preliminary Site Plan approval from the Planning Commission on May 17, 1995. The Phase I and II office buildings have been constructed. The developer subsequently reconfigured Phase III, IV, & V from three one-story assisted living buildings into one three-story assisted living building (Phase IV). This phase of the project received Preliminary Site Plan approval from the Planning Commission on October 11, 2006.

The Conservation Easement covers 9.93 acres (60%) of the 16.55 acre site. The Conservation Easement was a condition of the original site plan approval. Exhibit B graphically depicts the areas being preserved. The easement contains regulated wetlands.

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

RECOMMENDED ACTION: Acceptance of a Conservation Easement from Hampton Place, LLC for Hampton Woods office and residential care condominium, located on the west side of Novi Road south of Ten Mile Road in Section 27 covering 9.93 acres.

| | 1 | 2 | Y | N |
|-------------------------|---|---|---|---|
| Mayor Landry | | | | |
| Mayor Pro Tem Capello | | | | |
| Council Member Crawford | | | | |
| Council Member Gatt | | | | |

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|-------------------------|---|---|---|---|
| Council Member Margolis | | | | |
| Council Member Mutch | | | | |
| Council Member Staudt | | | | |

City Attorney Review Letter

April 7, 2008

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Elizabeth M. Kudla
Direct: 248-539-2846
ekudla@secretwardle.com

Kristen Kapelanski, Planner
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375

**Re: Hampton Woods Condominium
Conservation Easement
Our File No. 660123.NOV1**

Dear Ms. Kapelanski:

We have received and reviewed a copy of the enclosed, executed Conservation Easement for preservation of the wetlands within the Hampton Woods Condominium. Based on our review of the City Wetland Consultant's report and the Planning Commission minutes for the project, we find that the language of the Conservation Easement provided is sufficient for the preservation of wetlands, including mitigation areas within the project. If the City Wetland Consultant is able to confirm that the attached exhibits describe and depict all necessary wetland and wetland mitigation areas, the matter may be placed on an upcoming City Council Agenda for acceptance. It is our understanding that the original executed document is currently in the City's possession.

Should you have any additional questions or concerns in regard to this matter, please feel free to contact me.

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
John Freeland, ECT Environmental (w/Enclosures)
Amarjit Chawney (w/Enclosures)
Karl R. Frankena, Esquire (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

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Conservation Easement and Exhibits

**HAMPTON WOODS CONDOMINIUM
CONSERVATION EASEMENT**

This Conservation Easement is made this ____ day of _____, 2008, by and between Hampton Place, L.L.C., a Michigan limited liability company, whose address is 23965 Novi Road, Suit 120, Novi, Michigan 48375 (hereinafter the "Grantor"), and the City of Novi, a Michigan municipal corporation, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, (hereinafter the "Grantee" and/or "City").

RECITATIONS:

A. The Grantor owns a certain parcel of land situated in Section 27 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). The Grantor has received final site plan approval for construction of a four (4) unit site condominium development on the Property, subject to provision of an appropriate easement to permanently protect the wetlands thereon from destruction or disturbance. The Grantor desires to grant such an easement in order to protect the wetland area.

B. The Conservation Easement Area (the "Easement Area") situated on the Property is more particularly described on Exhibit B, attached hereto and made a part hereof, the second page of which contains a drawing depicting the protected wetland area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$ 1.00), in hand paid, the receipt and adequacy of which is hereby acknowledged, the Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon the Grantor, the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, the Grantor and all 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, as shown on the attached and incorporated Exhibit B. 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 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 the wetlands 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, or 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. All areas identified on Exhibit B as wetlands 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 the 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 the Grantor, the 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.

6. In the event that the Grantor, its successors and/or assigns, shall at any time fail to carry out the responsibilities specified within this Conservation Easement, and/or in the event of a failure to preserve and/or maintain the wetland area in reasonable order and condition, the City may serve written notice upon the Grantor, its successors and/or assigns, 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, its successors and/or assigns, 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 the 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 twenty-five percent (25%) of the total of all costs and expenses incurred, shall be paid by the Grantor, its successors and/or assigns, and such amount shall constitute a lien on an equal pro rata basis as to all of the site condominium units 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 thirty (30) days of a billing to the Grantor, its successors and/or assigns, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each site

condominium unit, and shall accrue interest and penalties, and be collected as and 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, its successors and/or assigns, and, in such event, the Grantor, its successors and/or assigns, shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

7. Within ninety (90) days after the Conservation Easement shall have been recorded, the 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 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).

9. The Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement in the Master Deed and on legal instruments used to convey an interest in the Property.

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

(Grantor)
HAMPTON PLACE, L.L.C., a
Michigan limited liability company

By: Amarjit S. Chawney

Its: Authorized Member

STATE OF MICHIGAN, COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Amarjit S. Chawney, as the Authorized Member of Hampton Place, L.L.C., a Michigan limited liability company.

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

(Grantee)
CITY OF NOVI,
a Michigan municipal corporation

By:

Its:_____

STATE OF MICHIGAN, COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me on this ____ day of _____, 2008, by _____, its _____, on behalf of the City of Novi, a Michigan municipal corporation.

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

Drafted by:
Elizabeth M. Kudla
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

When recorded return to:
Maryanne Cornelius, Clerk
City of Novi
45175 W. Ten Mile
Novi, MI 48375

and Karl R. Frankena
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, MI 48104-2131

Tax Parcel #s: 22-27-2____-0____

Recording fee: \$32.00

H:\krf\Hampton Woods\Conservation Easement.KRF 3.28.08.DOC

Exhibit A

The Property

Situated in the City of Novi, Oakland County, Michigan;

Commencing at the Northeast corner of Section 27, City 1 North, Range 8 East; Thence along the East line of said Section South 02°46'37" East, 495.03 feet (measured) (495.00 feet recorded) to the South line of North 15 acres of the Northeast quarter of said Section, being the Point of Beginning of this description:

Thence continuing along the East line of said Section, South 02°46'37" East, 243.97 feet (measured) (245.00 feet recorded) to the North line of the South 310.00 feet to the North half of the South half of said Northeast quarter of the Northeast quarter;

Thence parallel with the South line of the North half of the South half of said Northeast quarter of the Northeast quarter;

Thence South 87°18'25" West, 348.48 feet (measured) (South 87°20'25" West, 348.48 feet (recorded)):

Thence South 02°46'37" East, 415.00 feet;

Thence South 87°18'25" West, 989.06 feet to the West line of the East 1/2 of Northeast quarter of said Section 27;

Thence North 02°26'08" West along said West line, 659.73 feet;

Thence North 87°20'22" East, 1333.61 feet to the Point of Beginning, excepting there from Easterly 60.00 feet for Novi Road thus containing 16.471 acres more or less.

Subject to all easements and restrictions of record and all governmental limitations.

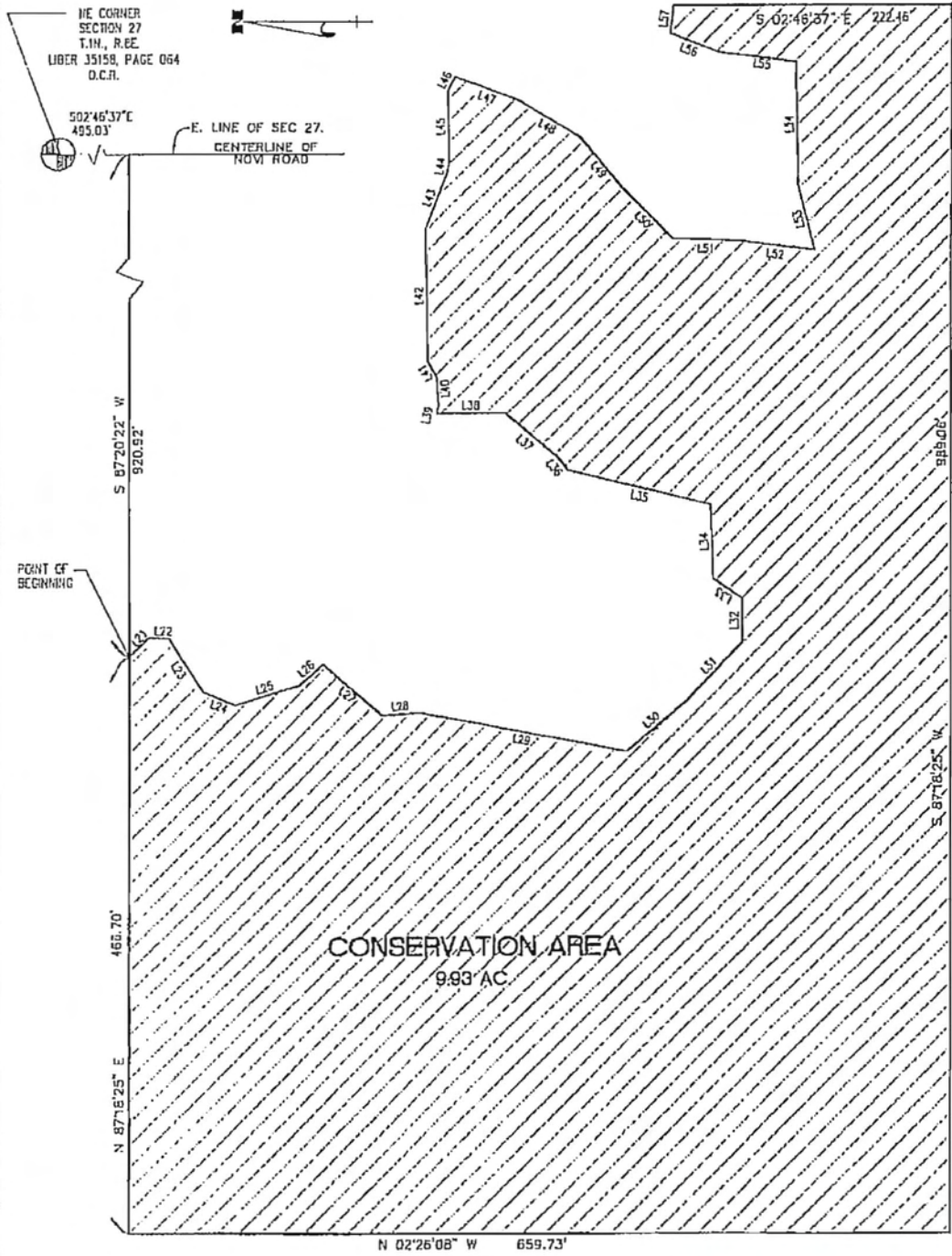
H:\KRF\HAMPTON WOODS\EXHIBIT A.DOC

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EXHIBIT B CONSERVATION EASEMENT AREA



LOCATION MAP
NO SCALE



CONSERVATION AREA
9.93 AC



FAIRWAY ENGINEERING LLC
23965 NOVI ROAD, SUITE 140
NOVI, MI 48375
(248) 214-5913
FAX (248) 380-0201

CONSERVATION AREA
HAMPTON WOODS CONDOMINIUM
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

| | |
|--------------|-----------------|
| DRAWN: MW | DATE 3/28/08 |
| DESIGN: MW | SCALE 1" = 100' |
| SECTION: 27 | SHEET 1 OF 1 |
| T-1-N, R-6-E | N.O. FC07501 |

1 OF 2

EXHIBIT B CONSERVATION EASEMENT AREA

| LINE TABLE | | | | | |
|------------|--------|---------------|------|--------|---------------|
| LINE | LENGTH | BEARING | LINE | LENGTH | BEARING |
| L21 | 21.76 | S 44°35'17" E | L40 | 22.33 | N 86°35'47" E |
| L22 | 16.81 | S 1°57'18" W | L41 | 15.01 | N 59°39'47" E |
| L23 | 50.94 | S 57°31'20" W | L42 | 105.69 | N 89°34'2" E |
| L24 | 27.15 | S 23°6'52" W | L43 | 48.76 | S 68°59'41" E |
| L25 | 54.58 | S 17°2'58" E | L44 | 9.17 | S 79°37'20" E |
| L26 | 25.60 | S 40°35'0" E | L45 | 58.33 | N 89°5'2" E |
| L27 | 63.22 | S 40°54'7" W | L46 | 12.43 | S 61°58'51" E |
| L28 | 30.57 | S 41°2'12" E | L47 | 54.95 | S 21°4'14" W |
| L29 | 169.20 | S 11°0'28" W | L48 | 55.63 | S 32°1'38" W |
| L30 | 62.38 | S 40°13'40" E | L49 | 54.58 | S 50°32'28" W |
| L31 | 65.10 | S 46°5'10" E | L50 | 57.97 | S 45°13'28" W |
| L32 | 34.15 | N 89°59'55" E | L51 | 52.82 | S 1°56'24" W |
| L33 | 27.83 | N 33°56'5" E | L52 | 61.16 | S 71°0'57" W |
| L34 | 58.29 | N 87°59'8" E | L53 | 53.90 | N 75°50'49" E |
| L35 | 118.48 | N 13°23'43" E | L54 | 101.03 | N 89°1'25" E |
| L36 | 13.26 | N 52°44'11" E | L55 | 63.74 | N 7°5'8" E |
| L37 | 55.55 | N 41°16'8" E | L56 | 40.76 | N 21°16'59" E |
| L38 | 54.70 | N 0°28'15" W | L57 | 22.68 | S 83°28'46" E |
| L39 | 7.04 | S 77°43'54" E | | | |

LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AND DESCRIBED AS FOLLOWS;
COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 8 EAST; THENCE ALONG THE EAST LINE OF SAID SECTION S 02°46'37"E, 495.03 FEET (MEASURED)(495.00 FEET RECORDED) TO THE SOUTH LINE OF NORTH 15 ACRES OF THE NORTHEAST QUARTER OF SAID SECTION, THENCE S 87°20'22"W, 920.92 FEET TO THE POINT OF BEGINNING;

Said point being the POINT OF BEGINNING; thence S.44°35'17"E, 21.26 feet; thence S.01°57'18"W, 16.61 feet; thence S.57°31'20"W, 50.94 feet; thence S.23°06'52"W, 27.15 feet; thence S.17°02'58"E, 54.58 feet; thence S.40°35'00"E, 25.60 feet; thence S.40°54'07"W, 63.22 feet; thence S.04°12'12"E, 30.57 feet; thence S.11°00'28"W, 169.20 feet; thence S.40°13'40"E, 62.38 feet; thence S.46°05'10"E, 65.10 feet; thence N.89°59'55"E, 34.15 feet; thence N.33°56'05"E, 27.83 feet; thence N.87°59'00"E, 58.29 feet; thence N.13°23'43"E, 118.48 feet; thence N.52°44'11"E, 13.26 feet; thence N.41°16'08"E, 55.55 feet; thence N.00°26'15"W, 54.70 feet; thence S.77°43'54"E, 7.04 feet; thence N.86°35'47"E, 22.33 feet; thence N.59°39'47"E, 15.01 feet; thence N.89°03'42"E, 105.69 feet; thence S.68°59'41"E, 48.76 feet; thence S.79°37'20"E, 9.17 feet; thence N.89°05'02"E, 58.33 feet; thence S.61°58'51"E, 12.43 feet; thence S.21°04'14"W, 54.95 feet; thence S.32°01'38"W, 55.63 feet; thence S.50°32'28"W, 54.58 feet; thence S.45°13'28"W, 57.97 feet; thence S.01°56'24"W, 52.82 feet; thence S.07°10'57"W, 61.16 feet; thence N.75°50'49"E, 53.90 feet; thence N.89°01'25"E, 101.03 feet; thence N.07°05'08"E, 63.74 feet; thence N.21°16'59"E, 40.76 feet; thence S.83°28'46"E, 22.68 feet; thence S.02°46'37"E, 222.46 feet; thence S.87°18'25"W, 989.06 feet; thence N.02°26'08"E, 659.73 feet; thence N.87°18'25"E, 466.70 feet to the POINT OF BEGINNING.
Containing 432,656 square feet or 9.93 acres, more or less.

END OF DESCRIPTION.



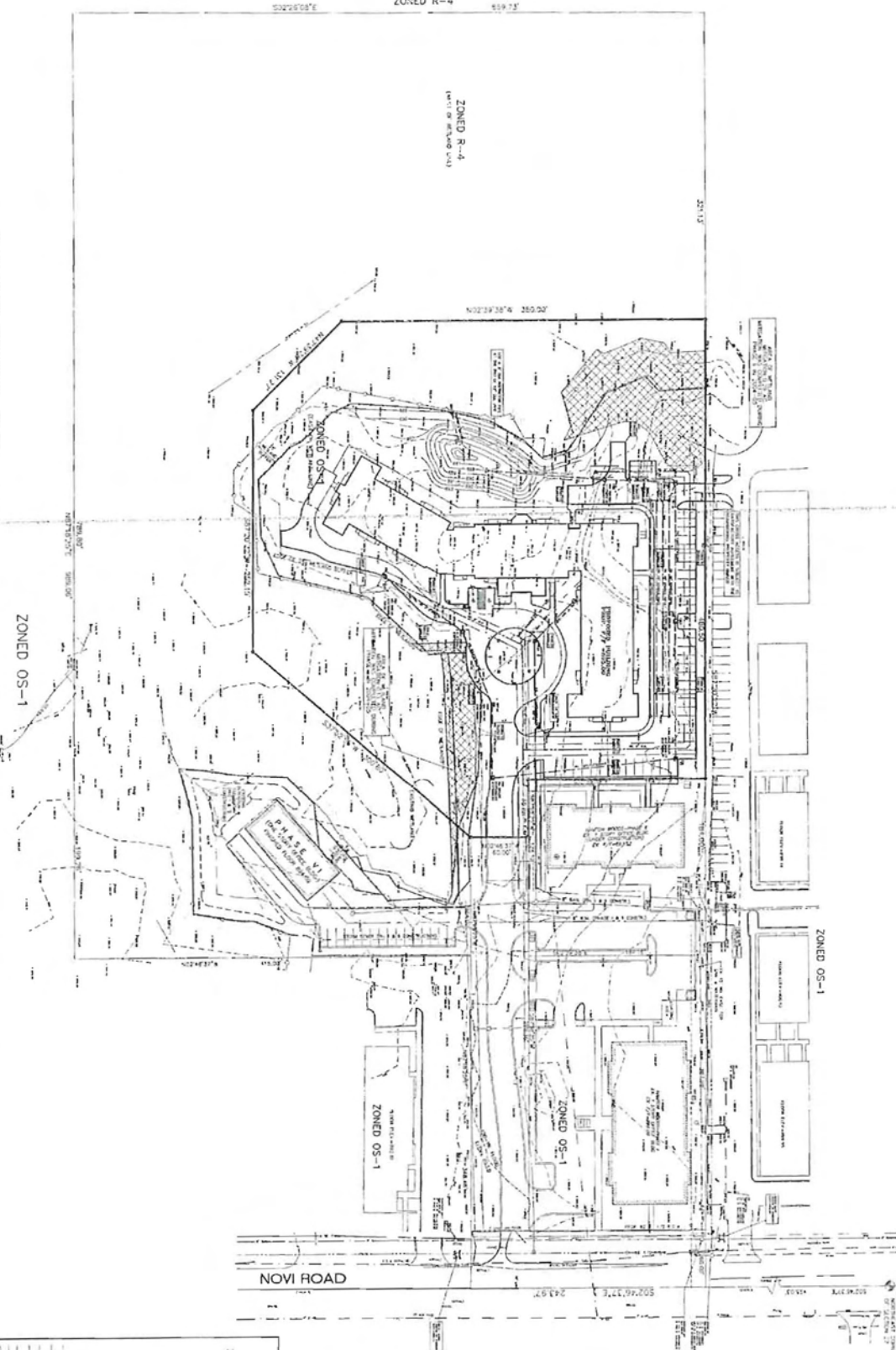
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|---|---|--------------|------------------|---------|
| FAIRWAY ENGINEERING LLC 23985 NOVI ROAD, SUITE 140 NOVI, MI 48378 (248) 214-5913 FAX (248) 380-0201 | CONSERVATION AREA HAMPTON WOODS CONDOMINIUM CITY OF NOVI, OAKLAND COUNTY, MICHIGAN | DRAWN: MW | DATE: 3/28/08 | 2 OF 2 |
| | | DESIGN: MW | SCALE: 1" = 100' | |
| | | T-1-IL R-8-E | NO. | FE07501 |

Reduced Site Plan

ZONED R-4

ZONED R-4
(with attached lots)

COMPOSITE UTILITIES PLAN
SCALE: 1" = 50'



PROPRIETOR:
HAMPTON PLAZA, LLC
1000 W. MADISON, SUITE 10375
ANN ARBOR, MI 48106
TEL: (734) 465-4100

M. & M. ENGINEERING, INC.
23005 HOVA ROAD, SUITE 140
ANN ARBOR, MI 48106
TEL: (734) 465-4100
FAX: (734) 399-0200

| DATE | BY | DATE | BY |
|----------|----|----------|----|
| 12/15/08 | MM | 02/07/09 | MM |
| 03/04/09 | MM | | |
| 03/27/09 | MM | | |



COMPOSITE UTILITIES PLAN
HAMPTON WOODS PHASE IV-N
CITY OF ANN ARBOR, MICHIGAN
COUNTY OF WASHTENAW

SCALE: 1" = 50'
SHEET 11 OF 12
M06108

LEGEND

EXISTING

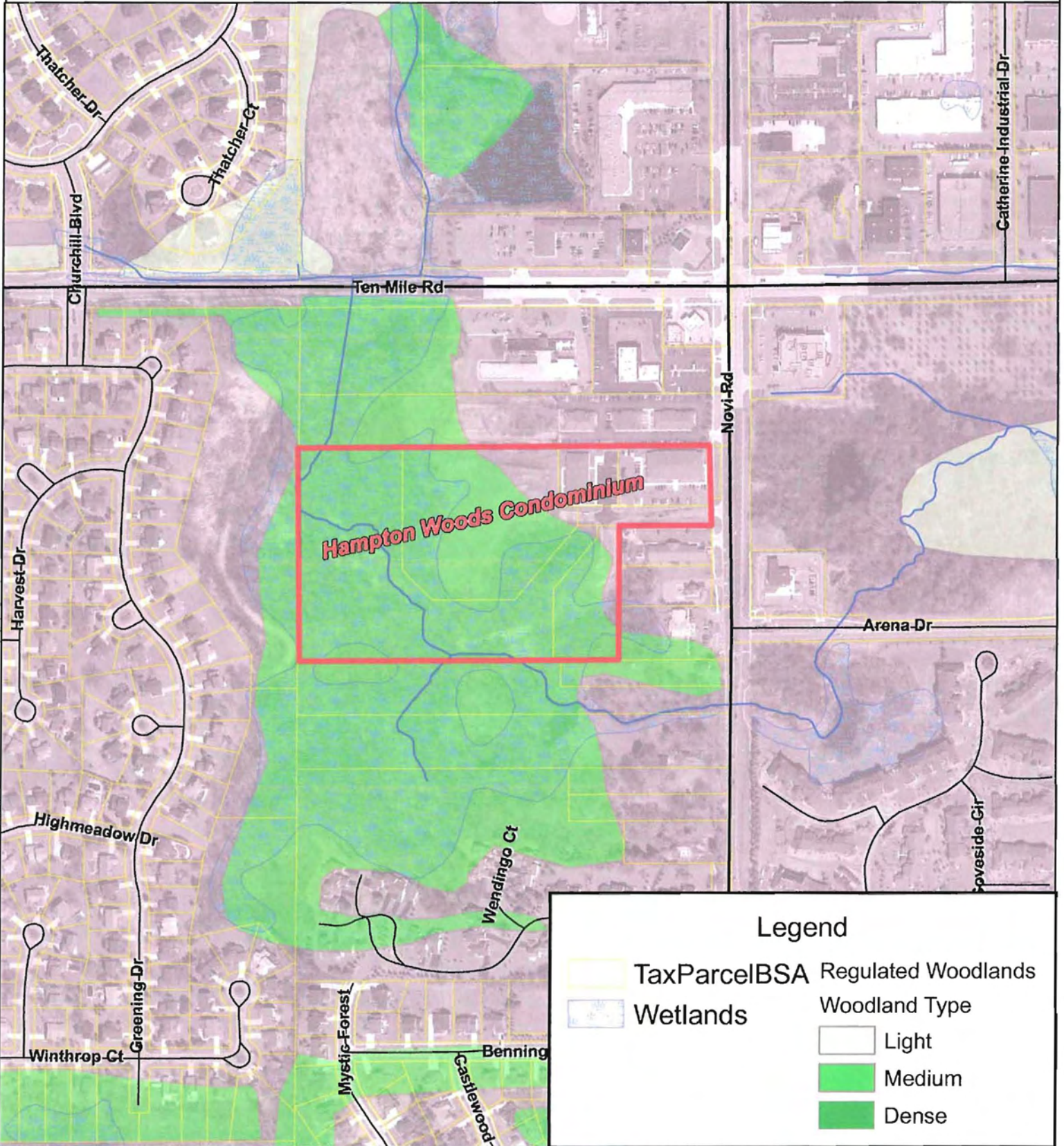
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Location Map

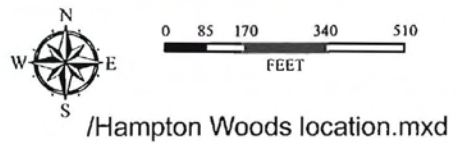
Hampton Woods Location Map



Legend

| | | | |
|--|--------------|--|---------------------|
| | TaxParcelBSA | | Regulated Woodlands |
| | Wetlands | | Woodland Type |
| | | | Light |
| | | | Medium |
| | | | Dense |

CITY OF NOVI PLAN REVIEW CENTER
 Created by Mark Spencer
 4/23/08
 NOVI COMMUNITY DEVELOPMENT DEPARTMENT
 45175 W. TEN MILE ROAD
 NOVI, MI 48375-3024
 (248) 347-0475
 WWW.CITYOFNOVI.ORG



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.