



**CITY OF NOVI CITY COUNCIL
SEPTEMBER 30, 2024**

SUBJECT: Acceptance of a Conservation Easement associated with PBR23-0427 30551 Novi Road Woodland Permit, for property in Section 3, located west of Novi Road, and north of Thirteen Mile Road.

SUBMITTING DEPARTMENT: Community Development, Planning

KEY HIGHLIGHTS:

- The Planning Commission approved a Woodland Permit to allow the construction of a single-family home on this lot.
- The City Council is asked to accept of a conservation easement to protect remaining woodland trees and woodland replacement trees.

BACKGROUND INFORMATION:

The applicant, Ayad Kashat, requested approval of a Woodland Use Permit, PBR 23-0427, to remove eighty-four (84) regulated woodland trees ranging in size from 8 to 29 inches diameter-at-breast-height (DBH). The Planning Commission approved the Woodland Permit on June 26, 2024.

The applicant is offering a Conservation Easement for the purpose of protecting remaining woodland trees and replacements. 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 is approximately 1.205 acres.

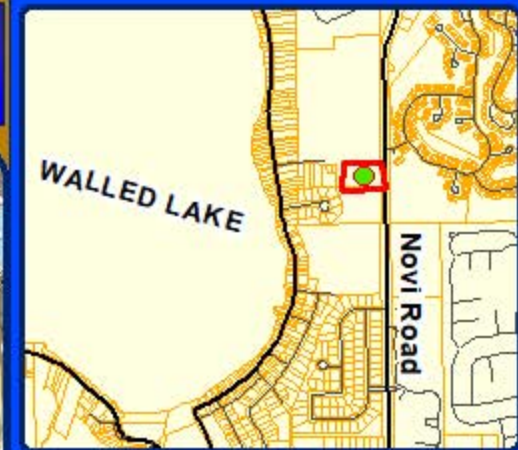
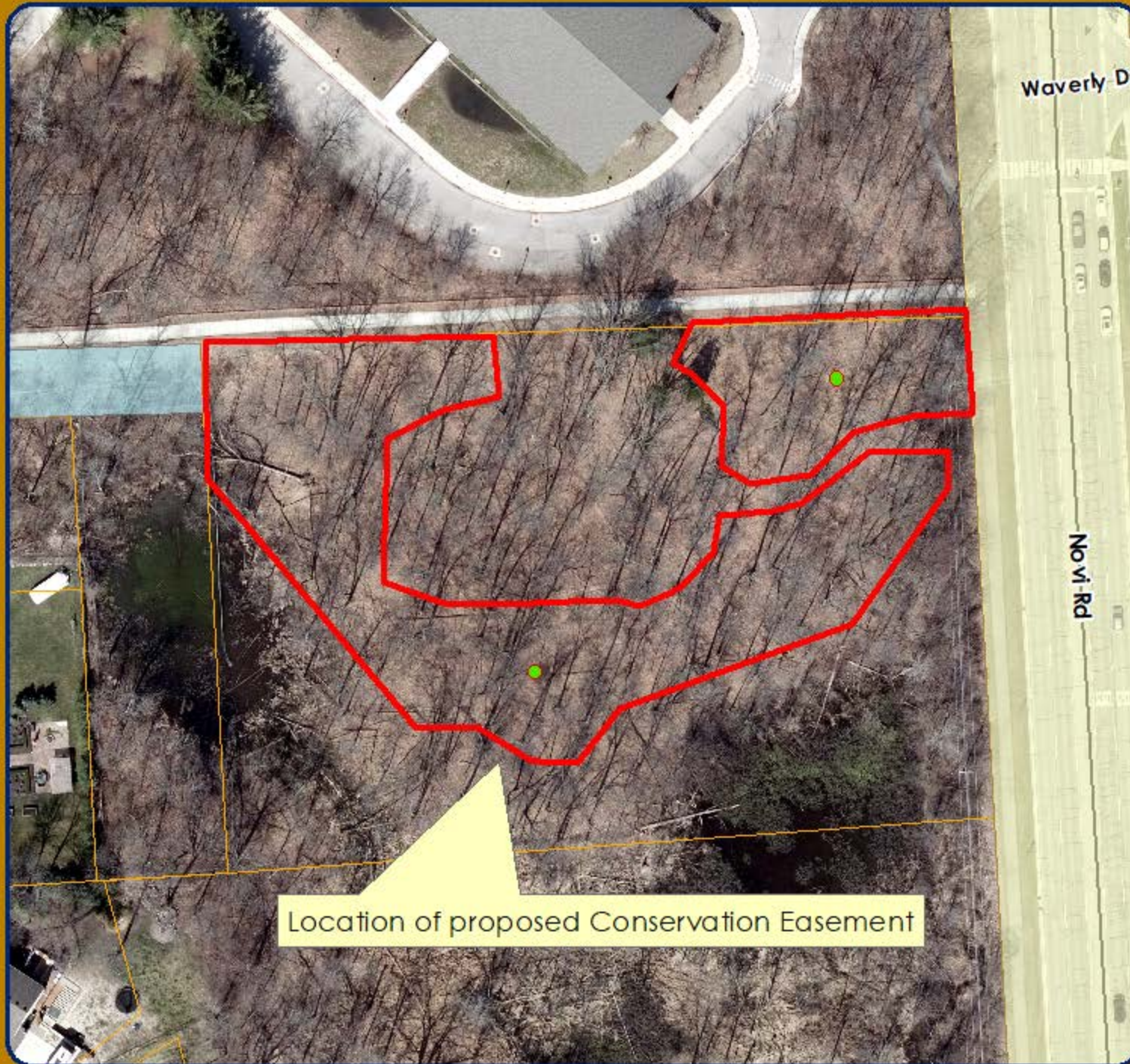
The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of a Conservation Easement associated with PBR 23-0427 30551 Novi Road Woodland Permit, for property Section 3, located west of Novi Road, and north of Thirteen Mile Road.

MAP
**Location Map with
Conservation Easement Areas**


30551 NOVI ROAD CONSERVATION EASEMENT

LOCATION



LEGEND

 Subject Property

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

Map Author: Heathe Zeigler
Date: 8/19/2024
Project: 30551 Novi Road Conservation Easement
Version #: 1

0 15 30 60 90 Feet
1 inch = 83 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.

EXECUTED CONSERVATION EASEMENT

WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 12 day of August, 2024 by and between Ayad Kashat, an individual, whose address is 30551 Novi Road, Novi, Michigan 48377 (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 2 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 residential property 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 described on **Exhibit B**, and further depicted on **Exhibit C**. 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).

[SIGNATURE PAGES TO FOLLOW]

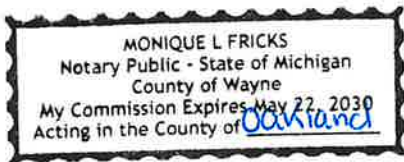
The parties have signed this Conservation Easement and it shall be effective on date first above written.

Witness: [Signature]

GRANTOR:
[Signature]
Ayad Kashat

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 12 day of Aug, 2024 by Ayad Kashat, personally known to me or proved to me on the basis of satisfactory evidence to be person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes therein stated.



[Signature]
Notary Public
Acting in Oakland County
My Commission Expires: May 22, 2030

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 , 2024, by
 , on behalf of the City of Novi, a Municipal Corporation.

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

Drafted By:
Maria T. Sesi, Esq.
Butzel Long
201 W. Big Beaver Rd., Suite 1200
Troy, MI 48084

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

EXHIBIT "A"
LEGAL DESCRIPTION OF PARENT PROPERTY

LEGAL DESCRIPTION PARENT PROPERTY:

ID 50-22-02-177-037

In the City of Novi, Oakland County, Michigan: Land being situated in and a part of the Northwest 1/4 of Section 2, Town 1 North, Range 8 East; more particularly described as follows: Beginning a a point on the North and South 1/4 line of said Section 2 distant North 0 degrees and 02 minutes East 431.40 feet from the center 1/4 corner of Section 2 to the Point of Beginning, thence North 0 degrees 02 minutes East along said North and South 1/4 line 294.40 feet; thence North 89 degrees 47 minutes West 436.02 feet; thence due South 305 feet; thence North 88 degrees 49 minutes 40 seconds East 435.89 feet to the Point of Beginning.



Civil Engineers - Land Planning
Land Surveying

Orman Engineering, LLC
5476 Vivian Lane
Waterford, MI 48327
P: 248.682.6001
E: alex@ormanengineering.com

Client:
Orchard Construction & Development
7031 Orchard Lake Rd.
Suite #105
West Bloomfield Twp., MI 48322
Phone: (248) 757-1981

Scale: N/A

Project No.:
1398

Date:
07-24-2024

Sheet:
1 OF 1

Drawn By:
S.D.M.

Checked By:
A.O.

EXHIBIT "B"

LEGAL DESCRIPTION OF WOODLAND CONSERVATION EASEMENT

LEGAL DESCRIPTION OF AREA 1:

In the City of Novi, Oakland County, Michigan: Land being situated in and a part of the Northwest 1/4 of Section 2, Town 1 North, Range 8 East; more particularly described as follows: Beginning at a point on the North and South 1/4 line of said Section 2 distant North 0 degrees and 02 minutes East 665.34 feet from the center of the 1/4 corner of Section 2 to the Point of Beginning of Area 1 of this easement; thence South 88 degrees 22 minutes 06 seconds West, 44.74 feet; thence South 79 degrees 02 minutes 01 second West, 15.53 feet; thence South 62 degrees 24 minutes 15 seconds West, 15.22 feet; thence South 43 degrees 42 minutes 48 seconds West, 16.76 feet; thence South 54 degrees 11 minutes 01 seconds West, 10.57 feet; thence South 78 degrees 12 minutes 51 seconds West, 5.98 feet; thence South 78 degrees 19 minutes 12 seconds West, 11.79 feet; thence North 89 degrees 58 minutes 47 seconds West, 16.33 feet; thence North 53 degrees 12 minutes 17 seconds West, 21.09 feet; thence North 04 degrees 44 minutes 03 seconds East, 18.35 feet; thence North 07 degrees 48 minutes 12 seconds East, 13.86 feet; thence North 41 degrees 53 minutes 08 seconds West, 30.37 feet; thence North 66 degrees 37 minutes 09 seconds West, 8.40 feet; thence North 28 degrees 27 minutes 25 seconds East, 22.71 feet; thence North 13 degrees 07 minutes 58 seconds East, 4.99 feet; thence South 89 degrees 21 minutes 00 seconds East, 156.91 feet; thence South 00 degrees 02 minutes 00 seconds West, 60.46' to the Point of Beginning of Area 1.

LEGAL DESCRIPTION OF AREA 2:

In the City of Novi, Oakland County, Michigan: Land being situated in and a part of the Northwest 1/4 of Section 2, Town 1 North, Range 8 East; more particularly described as follows: Beginning at a point on the North and South 1/4 line of said Section 2 distant North 0 degrees and 02 minutes East 725.80 feet from the center of the 1/4 corner of Section 2, to the Northeast corner of the parent parcel; thence North 89 degrees 21 minutes 00 seconds West, 270.38 feet to the Point of Beginning of Area 2 of this easement; thence South 02 degrees 27 minutes 45 seconds East, 37.04 feet; thence South 76 degrees 14 minutes 43 seconds West, 31.95 feet; thence South 67 degrees 01 minutes 59 seconds West, 36.74 feet; thence South 04 degrees 54 minutes 57 seconds West, 83.10 feet; thence South 66 degrees 21 minutes 10 seconds East, 34.38 feet; thence South 85 degrees 29 minutes 08 seconds East, 51.21 feet; thence North 89 degrees 02 minutes 43 seconds East, 25.03 feet; thence South 83 degrees 53 minutes 01 seconds East, 40.86 feet; thence North 65 degrees 30 minutes 55 seconds East, 25.99 feet; thence North 40 degrees 38 minutes 47 seconds East, 26.06 feet; thence North 16 degrees 06 minutes 00 seconds East, 19.43 feet; thence North 89 degrees 08 minutes 14 seconds East, 32.31 feet; thence North 75 degrees 29 minutes 55 seconds East, 16.10 feet; thence North 50 degrees 32 minutes 30 seconds East, 15.90 feet; thence North 56 degrees 30 minutes 53 seconds East, 17.28 feet; thence North 54 degrees 49 minutes 47 seconds East, 13.86 feet; thence South 88 degrees 27 minutes 19 seconds East, 45.27 feet; thence South 00 degrees 32 minutes 08 seconds East, 21.18 feet; thence South 38 degrees 07 minutes 54 seconds West, 97.75 feet; thence South 72 degrees 45 minutes 40 seconds West, 140.61 feet; thence South 42 degrees 26 minutes 31 seconds West, 39.90 feet; thence North 85 degrees 35 minutes 33 seconds West, 25.33 feet; thence North 54 degrees 14 minutes 44 seconds West, 36.42 feet; thence North 87 degrees 21 minutes 52 seconds West, 35.94 feet; thence North 33 degrees 23 minutes 56 seconds West, 106.58 feet; thence North 38 degrees 36 minutes 58 seconds West, 80.15 feet; thence North 00 degrees 02 minutes 00 seconds West, 77.95 feet; thence South 89 degrees 20 minutes 53 seconds East, 165.85 feet to the Point of Beginning of Area 2 of this easement.



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Waterford, MI 48327
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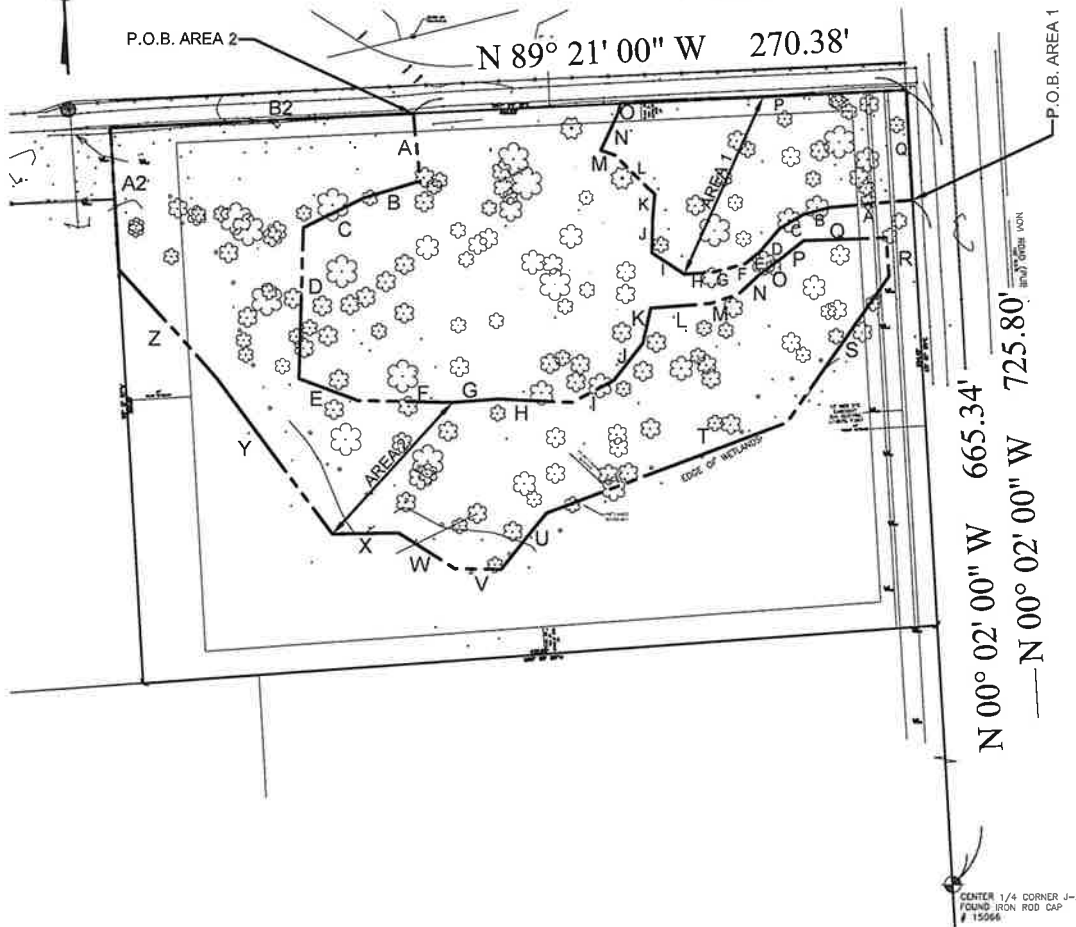
Checked By:
A.O.

Scale: N/A

EXHIBIT "C"

VISUAL DEPICTION OF WOODLAND CONSERVATION EASEMENT

DISTANCES & BEARINGS			AREA 2 DISTANCE (FEET)			BEARING		
AREA 1	DISTANCE (FEET)	BEARING	A	B	C	D	E	F
A	44.74	S 88° 22' 06" W	A	37.04	S 02° 27' 45" E			
B	15.53	S 79° 02' 01" W	B	31.95	S 76° 14' 43" W			
C	15.22	S 62° 24' 15" W	C	36.74	S 67° 01' 59" W			
D	16.76	S 43° 42' 48" W	D	83.10	S 04° 54' 57" W			
E	10.57	S 54° 11' 01" W	E	34.38	S 66° 21' 10" E			
F	5.98	S 78° 12' 51" W	F	51.21	S 85° 29' 08" E			
G	11.79	S 78° 19' 12" W	G	25.03	N 89° 02' 43" E			
H	16.33	N 89° 58' 47" W	H	40.86	S 83° 53' 01" E			
I	21.09	N 53° 12' 17" W	I	25.99	N 65° 30' 55" E			
J	18.35	N 04° 44' 03" E	J	26.06	N 40° 38' 47" E			
K	13.86	N 07° 48' 12" E	K	19.43	N 16° 06' 00" E			
L	30.37	N 41° 53' 08" W	L	32.31	N 89° 08' 14" E			
M	8.40	N 66° 37' 09" W	M	18.10	N 75° 29' 55" E			
N	22.71	N 28° 27' 25" E	N	15.90	N 50° 32' 30" E			
O	4.99	N 13° 07' 58" E	O	17.28	N 56° 30' 53" E			
P	156.91	S 89° 21' 00" E	P	13.86	N 54° 49' 47" E			
Q	60.46	S 00° 02' 00" W	Q	45.27	S 88° 27' 19" E			
			R	21.18	S 00° 32' 08" E			
			S	97.75	S 88° 27' 19" E			
			T	140.61	S 72° 45' 40" W			
			U	39.90	S 42° 26' 31" W			
			V	25.33	N 85° 35' 33" E			
			W	36.42	N 54° 14' 44" W			
			X	35.94	N 87° 21' 52" W			
			Y	108.58	N 33° 23' 56" W			
			Z	80.15	N 38° 36' 58" W			
			A2	77.95	N 00° 02' 00" W			
			B2	165.85	S 89° 20' 53" E			



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Project No.:
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Date:
07-24-2024

Sheet:
1 OF 1

Drawn By:
S.D.M.

Checked By:
A.O.

Scale: 1" = 80'

ATTORNEYS 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

July 31, 2024

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

**RE: 30551 Novi Road
Conservation Easement - *Woodland Replacement Trees***

Dear Ms. McBeth:

We have received and reviewed the draft Conservation Easement and Title Search for the 30551 Novi Road Project. The Conservation Easement is for the purpose of preserving remaining woodlands and woodland replacement trees on the property. The Conservation Easement is in the City's standard format. Subject to review and approval of a revised exhibit by the City's Consulting Engineer, the Conservation Easement may be executed and resubmitted for placement on an upcoming City Council Agenda for approval.

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

Enclosures

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

Barb McBeth, City Planner
City of Novi
July 31, 2024
Page 2

Lindsay Bell, Planner
Heather Ziegler, 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
Ben Nelson, Project Engineer
Humna Anjum, Project Engineer
Holly Demers, Sydney Waynick, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT'S APPROVAL LETTER

August 14, 2024

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

Re: 30551 Novi Road Conservation Easement - Planning Document Review #2
Novi # PBR23-0427
SDA Job No. NV24-212
APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on 08-14-2024 against the current submitted plan set. We offer the following comments:

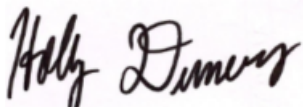
Submitted Documents:

1. Woodland Conservation Easement – (executed 08-12-2024: exhibit dated 07-24-2024)
Exhibits A - 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



Holly Demers
Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker
Ben Croy, City of Novi
Cortney Hanson, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Alyssa Craigie, City of Novi
Barb McBeth, City of Novi
Lindsay Bell, City of Novi



Heather Zeigler, City of Novi
Ben Nelson, City of Novi
Dan Commer, City of Novi