



**CITY OF NOVI CITY COUNCIL
DECEMBER 16, 2019**

SUBJECT: Acceptance of a Wetland and Woodland Conservation Easement from Robertson Brothers, LLC for remaining wetland and woodland replacement areas offered as a part of the Lakeview development, located on the east side of Old Novi Road, south of Thirteen Mile Road, and north of Wainwright Street in Section 11 of the City.

SUBMITTING DEPARTMENT: Community Development, Planning

BACKGROUND INFORMATION: The applicant has received Final Site Plan approval for a 20-unit single-family for-sale residential development. The overall site is approximately 3.15 acres. The Planning Commission approved the Preliminary Site Plan, Wetland Permit, Woodland Permit, and Stormwater Management Plan on April 17, 2019. The Final Stamping Set was approved administratively on September 6, 2019.

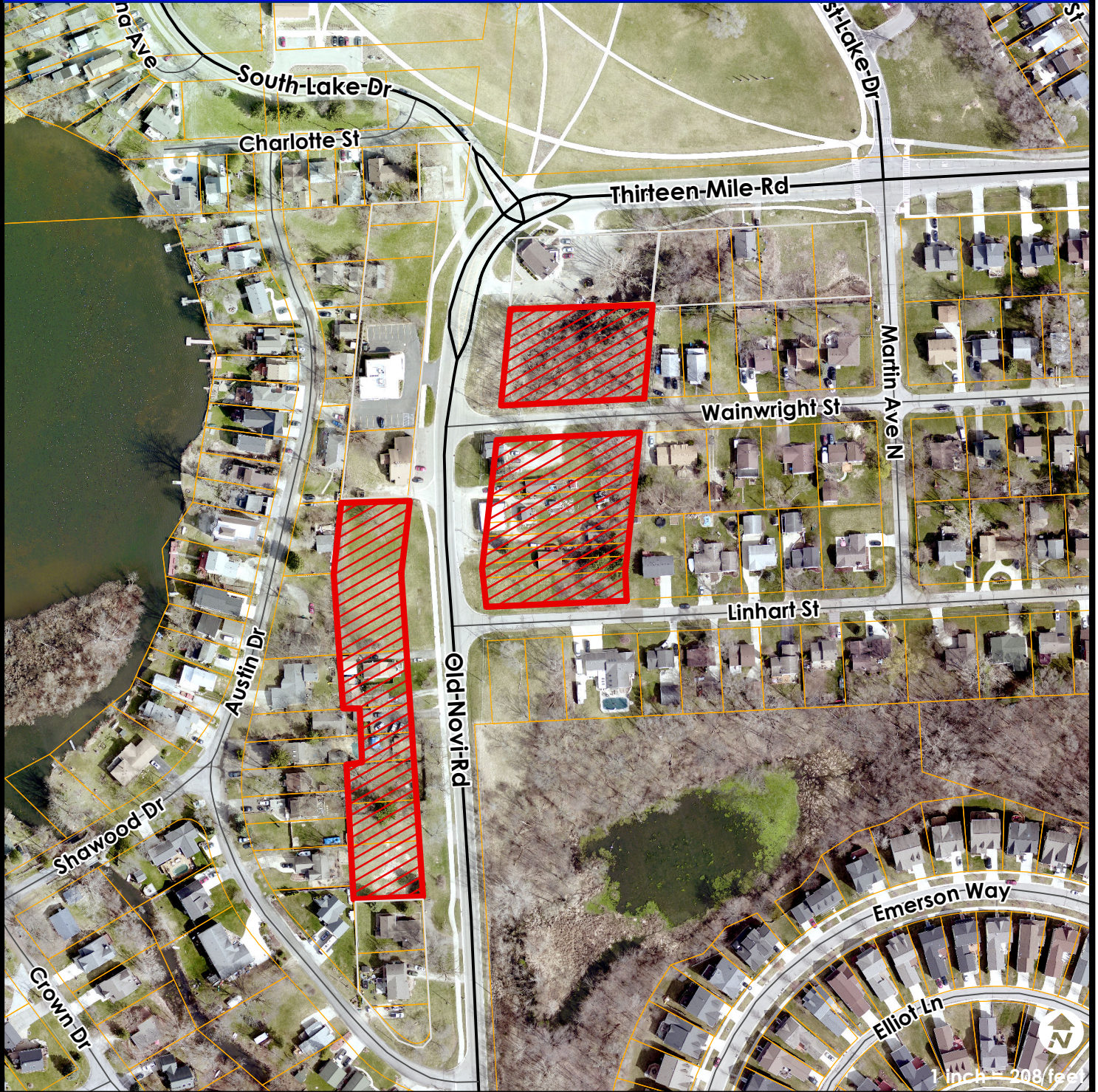
The applicant is proposing a conservation easement over the woodland replacement trees and the remaining wetlands along the northeastern boundary of the property in order to preserve, protect and maintain the woodland replacement trees, wetland, and wetland buffer on the site. Exhibit B of the easement graphically depicts the areas being preserved.

The easements have 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 Wetland and Woodland Conservation Easement from Robertson Brothers, LLC for remaining wetland and woodland replacement areas offered as a part of the Lakeview development, located on the east side of Old Novi Road, south of Thirteen Mile Road, and north of Wainwright Street in Section 11 of the City.

MAPS
Location
Conservation Easement Areas

JSP18-16 LAKEVIEW Location Map



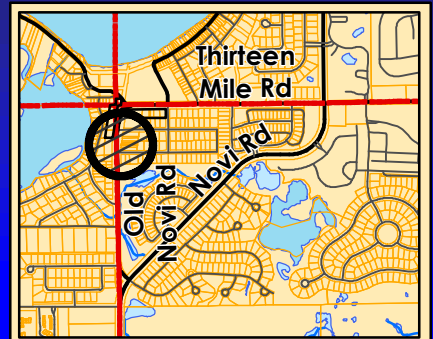
City of Novi

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

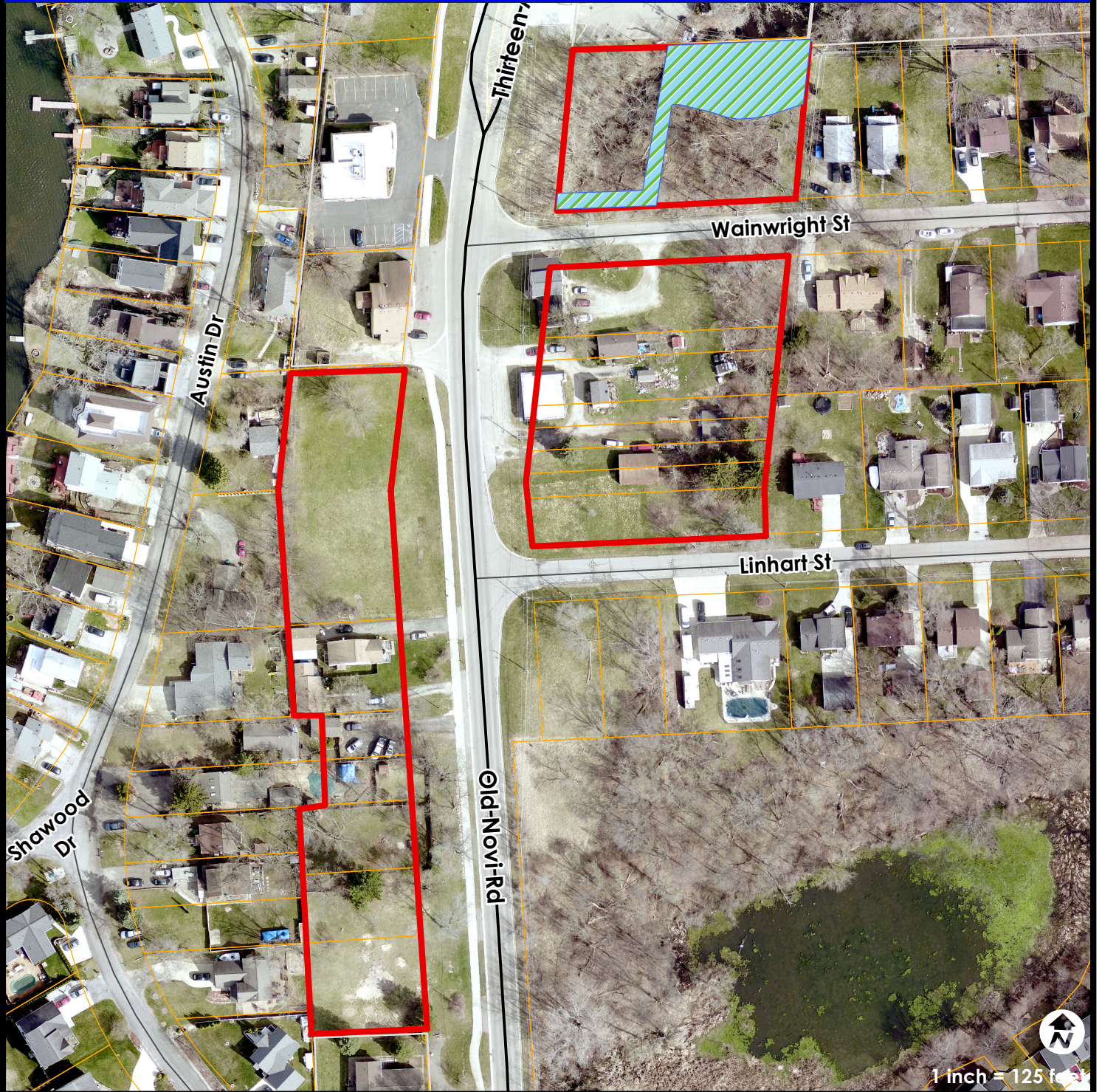
MAP INTERPRETATION NOTICE

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.

Map Author: Lindsay Bell
Date: 8/12/19
Project: PAV SHORE VILLAGE
Version #: 1



JSP18-16 LAKEVIEW Conservation Easement



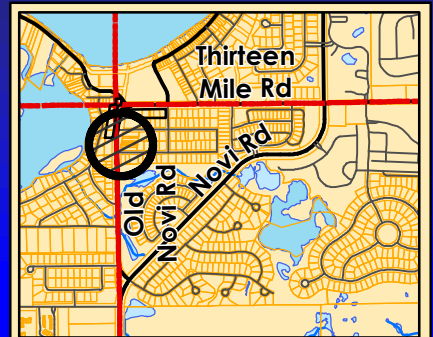
City of Novi

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Date: 8/12/19
Project: PAV SHORE VILLAGE
Version #: 1



ATTORNEY'S APPROVAL LETTER

Wetland and Woodland Conservation Easement

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

August 14, 2019

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

RE: Lakeview PRO JSP18-16
Wetland and Woodland Conservation Easement

Dear Ms. McBeth:

We have received and reviewed the **original** executed Wetland and Woodland Conservation Easement for the remaining wetlands and replacement trees in the Lakeview Development. The Exhibits to the Wetland and Woodland Conservation Easement have been approved. The Wetland and Woodland Conservation Easement may be placed on an upcoming City Council Agenda for acceptance.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS
Enclosure

- C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Sri Komaragiri, Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Hannah Smith, Planning Assistant (w/Enclosure)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosure)
Kate Richardson, Plan Review Engineer (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosure)
Sue Troutman, City Clerk's Office (w/Enclosure)
Tim Loughrin, Robertson Lakeview, LLC (w/Enclosure)
C. Kim Shierk, Esquire (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

ENGINEERING CONSULTANT'S APPROVAL LETTER

Wetland and Woodland Conservation Easement

June 25, 2019

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

Re: Lakeview – Planning Document Review
Novi # JSP18-0016
SDA Job No. NV19-215
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document package received by our office on June 24, 2019 against the submitted plan set. We offer the following comments:

Submitted Documents:

1. **Conservation Easement** – (unexecuted: exhibit dated 06/21/19) Legal Description Approved.

Documents that require revisions should be resubmitted to the City for further review. If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Taylor E. Reynolds, P.E.
Senior Project Engineer

Cc (via Email): Lindsay Bell, City of Novi Planning Department
Sri Komaragiri
Sarah Marchioni
Kate Richardson
Beth Saarela
Hannah Smith

EXECUTED WETLAND AND WOODLAND CONSERVATION EASEMENT

WETLAND AND WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this _____ day of _____, 2019, by and between Robertson Lakeview, LLC, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301 (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 10 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 20 unit residential site condominium development on the Property together with certain other property in the vicinity, subject to provision of an appropriate easement to permanently protect the wetland areas, natural feature setback areas, and 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 Area (the "Easement Area") situated on the Property is more particularly described on Exhibit B, attached hereto and made a part hereof, which depicts the protected 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, 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, the 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 wetlands and 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 and 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 wetlands, natural features areas and 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 or cut in the Easement Area 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 and/or maintain the wetland 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.

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.

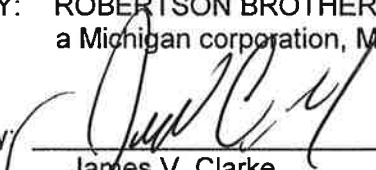
7. This Conservation Easement has been made and given for a consideration of a value less than One Hundred (\$ 100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

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:

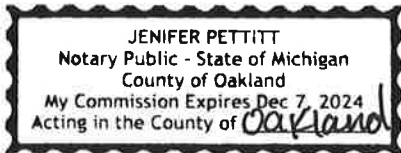
ROBERTSON LAKEVIEW, LLC,
a Michigan limited liability company

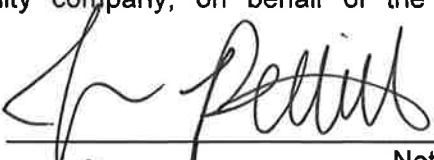
BY: ROBERTSON BROTHERS CO.,
a Michigan corporation, Manager

By: 
James V. Clarke
Its. President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 1st day of July, 2019, the foregoing Wetland and Woodland Conservation EAsement was acknowledged before me in the County of Oakland, Michigan, by James V. Clarke, President of Robertson Brothers Co., a Michigan corporation, a Manager of Robertson Lakeview, LLC, a Michigan limited liability company, on behalf of the corporation and companies.




oakland, Notary Public
County, Michigan
Acting in oakland County, Michigan
My Commission Expires: 12-07-2024

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 _____, 2019, by _____, on behalf of the City of Novi, a Municipal Corporation.

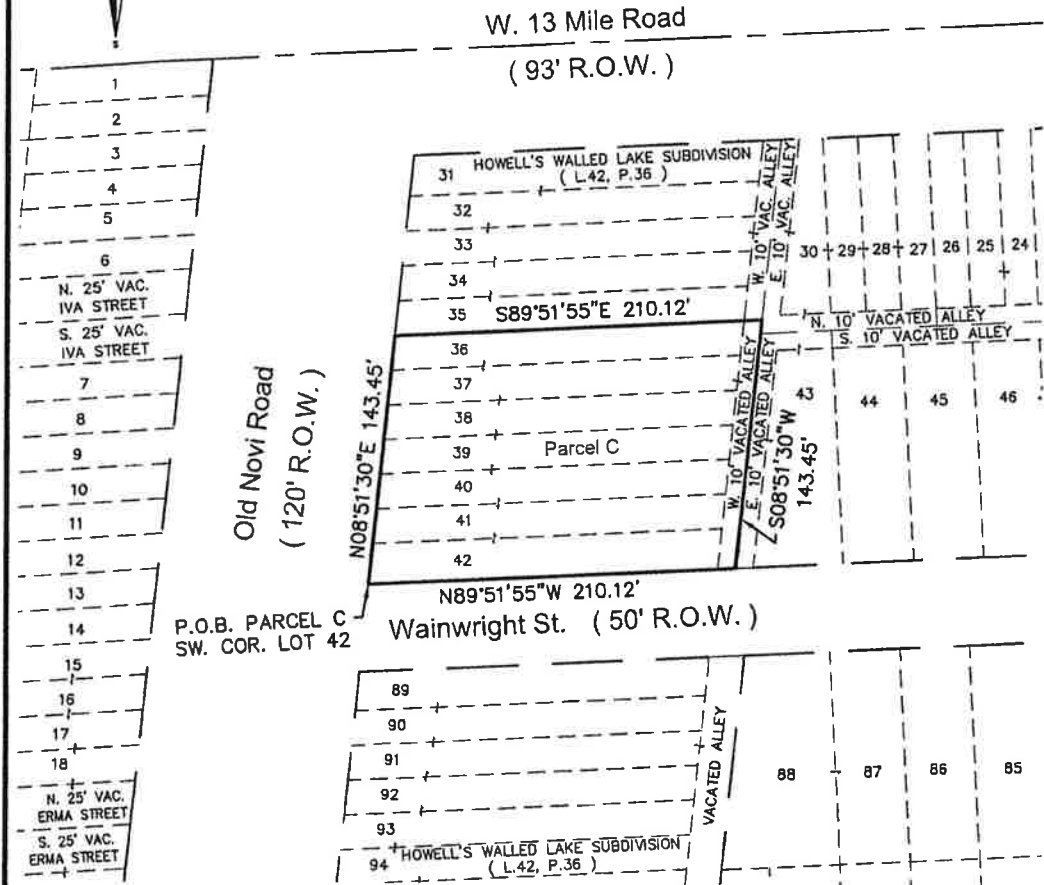
Notary Public
Acting in Oakland County
My Commission Expires: _____

Drafted by:
C. Kim Shierk
Williams, Williams, Rattner & Plunkett, P.C.
380 North Old Woodward Avenue, Suite 300
Birmingham, Michigan 48009

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

EXHIBIT A

PROPERTY



LEGAL DESCRIPTION - PARCEL C

LAND SITUATED IN THE COUNTY OF OAKLAND, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

LOTS 36 THROUGH 42, BOTH INCLUSIVE, INCLUDING 1/2 OF THE VACATED ALLEY ADJACENT THERETO, HOWELL'S WALLED LAKE HEIGHTS SUBDIVISION, PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 36, OAKLAND COUNTY RECORDS, ALSO BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 42, ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF OLD NOVI ROAD (120' WIDE) AND THE NORTHERLY RIGHT-OF-WAY LINE OF WAINWRIGHT STREET (50' WIDE); THENCE N.08°51'30"E. 143.45 FEET ALONG THE EASTERLY LINE OF SAID OLD NOVI ROAD TO THE NORTHWEST CORNER OF SAID LOT 36; THENCE S.89°51'55"E. 210.12 FEET TO A POINT ON THE CENTERLINE OF VACATED ALLEY (20' WIDE); THENCE S.08°51'30"W. 143.45 FEET ALONG THE CENTERLINE OF SAID VACATED ALLEY TO A POINT ON THE NORTHERLY LINE OF SAID WAINWRIGHT STREET; THENCE N.89°51'55"W. 210.12 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

CONTAINING: 29,792.61 SQ. FT. OR 0.684 ACRES

TAX ID NUMBER: 22-11-101-002

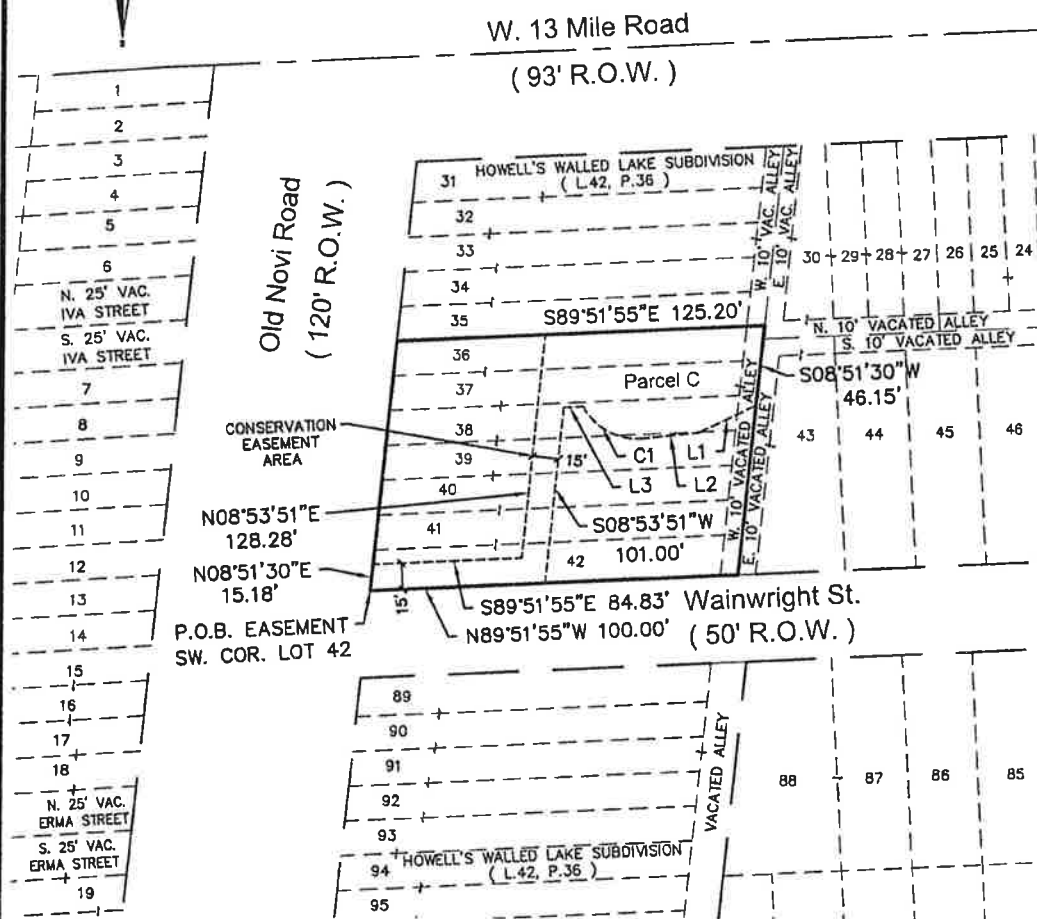
NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL (248) 332-7931
 WWW.NOWAKFRAUS.COM

DATE	REVISED	SCALE	DRAWN	JOB NO.	SHEET
6-10-2019	6-21-2019	1" = 80'	M.C.	J955	1 of 2



EXHIBIT B

CONSERVATION EASEMENT AREA



CURVE TABLE					
ARC	DELTA	RADIUS	LENGTH	CHD.BRG.	CHORD
C1	67°36'03"	34.57'	40.79'	N59°18'30"W	38.47'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S67°19'09"W	36.43'
L2	S86°55'10"W	31.67'
L3	N89°51'55"W	11.16'

LEGAL DESCRIPTION - CONSERVATION EASEMENT AREA

A CONSERVATION EASEMENT AREA BEING PART OF LOTS LOTS 36 THROUGH 42, BOTH INCLUSIVE, OF HOWELL'S WALLED LAKE SUBDIVISION, PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 36, OAKLAND COUNTY RECORDS, BEING DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 42 OF SAID HOWELL'S WALLED LAKE SUBDIVISION; THENCE N.08°51'30"E. 15.18 FEET; THENCE S.89°51'55"E. 84.83 FEET; THENCE N.08°53'51"E. 128.28 FEET; THENCE S.89°51'55"E. 125.20 FEET; THENCE S.08°51'30"W. 46.15 FEET; THENCE S.67°19'09"W. 36.43 FEET; THENCE S.86°55'10"W. 31.67 FEET; THENCE 40.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 34.57 FEET, A DELTA OF 67°36'03" AND A CHORD BEARING N.59°18'30"W. 38.47 FEET; THENCE N.89°51'55"W. 11.16 FEET; THENCE S.08°53'51"W. 101.00 FEET; THENCE N.89°51'55"W. 100.00 FEET TO THE POINT OF BEGINNING.

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

DATE	REVISED	SCALE	DRAWN	JOB NO.	SHEET
6-10-2019	6-21-2019	1" = 80'	M.C.	J955	2 of 2