



CITY OF NOVI CITY COUNCIL
MARCH 18, 2024

SUBJECT: Acceptance of a Woodland Conservation Easement from Novi Development Company, LLC, offered as a part of JSP22-48, Extra Space Self Storage, for property located on the east side of Novi Road, south of Nine Mile Road in Section 35 of the City.

SUBMITTING DEPARTMENT: Community Development, Planning

BACKGROUND INFORMATION:

The applicant received site plan approval to renovate the existing 36,571 square foot Novi Bowl building to accommodate indoor, climate-controlled, self-storage. The applicant also proposed a 100,200 square foot building consisting of 3 stories (40 feet tall) to the rear of the existing building. In total, 924 climate-controlled self-storage units are proposed on the site. The site is 4.3 acres and is located on the east side of Novi Road, south of Nine Mile Road. The Planning Commission approved the Preliminary Site Plan, Special Land Use Permit, Woodland Permit, Wetland Permit, and Stormwater Management Plan at their June 7, 2023, meeting.

The applicant is offering a Woodland Conservation Easement for the purpose of protecting woodland areas and woodland replacement trees. 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 conservation area is approximately 0.12 acres.

The easement has been reviewed by the City's 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 Woodland Conservation Easement from Novi Development Company, LLC, offered as a part of JSP22-48, Extra Space Self Storage, for property located on the east side of Novi Road, south of Nine Mile Road in Section 35 of the City.


MAP
**Location Map with
Conservation Easement Areas**

JSP22-48: Extra Space Self Storage Conservation Easement

LOCATION



LEGEND

 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: Heather Zeigler

Date 3/08/2024

Project: EXTRA SPACE SELF STORAGE

Version #: 1



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 in information related to this map.

EXECUTED CONSERVATION EASEMENT

WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this _____ day of September, 2023, by and between NOVI DEVELOPMENT COMPANY, LLC, a Louisiana limited liability company whose address is 3920 Magazine Street, New Orleans, LA 70115 (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”).

R E C I T A T I O N S :

A. Grantor owns a certain parcel of land situated in Section 35 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 climatized self-storage development on the Property, subject to provision of an appropriate easement to permanently protect identified 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 (the “Easement Area”) situated on the Property as shown on **Exhibit B**, attached hereto and made a part hereof, which uses shading to identify 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 identified 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 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, 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 (not less than thirty (30) days), 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 with authority over the Property and this agreement, 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.

[Signatures on the following page.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above set forth.

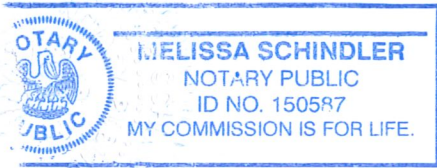
NOVI DEVELOPMENT COMPANY, LLC

[Signature]
By: Gordo H. Kolb, Jr.
Its: Authorized Manager

STATE OF LOUISIANA)
) ss.
PARISH OF ORLEANS)

On this 19th day of September, 2023 before me, personally appeared the above named Gordon H. Kolb, Jr., the Authorized Manager of Novi Development Company, LLC to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

Melissa Schindler
Notary Public Melissa Schindler / Notary ID 150587
Acting in Orleans Parish, Louisiana
My Commission Expires: Upon Death



CITY OF NOVI, a Michigan municipal corporation

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this ____ day of September, 2023 before me, personally appeared the above named _____, the _____ of the City of Novi, a Michigan municipal corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

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

Drafted by:
Philip deV Claverie, Jr.
Phelps Dunbar LLP
365 Canal Street, Suite 2000
New Orleans, LA 70130

And when recorded return to:
Cortney Hanson, City Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375

EXHIBIT A

Land in the City of Novi, Oakland County, MI, described as follows:

A parcel of land situated in the Northwest 1/4 of Section 35, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as follows: Commencing at the Northwest corner of said Section 35, thence South 0 degrees 15 minutes 00 seconds West, (along the West line of said Section 35, the apparent centerline of Novi Road), 1319.85 feet to a point, thence North 89 degrees 27 minutes 02 seconds East (to the East right-of-way line of Novi Road), 60.00 feet to the point of beginning; thence continuing North 89 degrees 27 minutes 02 seconds East 673.00 feet to a point, thence South 0 degrees 15 minutes 00 seconds West, 84.19 feet to a point; thence South 31 degrees 07 minutes 50 seconds West, 253.57 feet to a point; thence South 89 degrees 27 minutes 02 seconds West, 542.85 feet to a point; thence North 0 degrees 15 minutes 00 seconds East, 300.00 feet to the point of beginning.

EXHIBIT B

Being part of the Northwest ¼ of Section 35, Township 1 North, Range 8 East, City of Novi, Oakland County, Michigan, commencing at the Northwest corner of Section 35, thence S00°15'00" West (along the West line of said Section 35, the apparent centerline of Novi Road), 1319.85 feet to a point; thence N89°27'02" East (to the East right-of-way line of Novi Road) a distance of 60.00 feet; thence S00°15'00" West a distance of 300 feet to a found 5" iron pipe; thence N89°27'02" East a distance of 542.85 feet to a found 5" iron pipe; thence N31°07'50" East a distance of 40.07 feet; thence S86°57'56.52" West a distance of 5.06 feet to the Point of Beginning.

Thence N02°09'04.43" East a distance of 50.17 feet;

thence N27°53'10.40" East a distance of 45.25 feet;

thence N05°18'26.26" West a distance of 50.93 feet;

thence N77°37'20.02" West a distance of 12.94 feet to a point on a curve;

thence along a curve to the right, a radius of 13.630 feet, an arc length of 21.071 feet and whose long chord bears S56°09'44.24" West a distance of 19.03 feet;

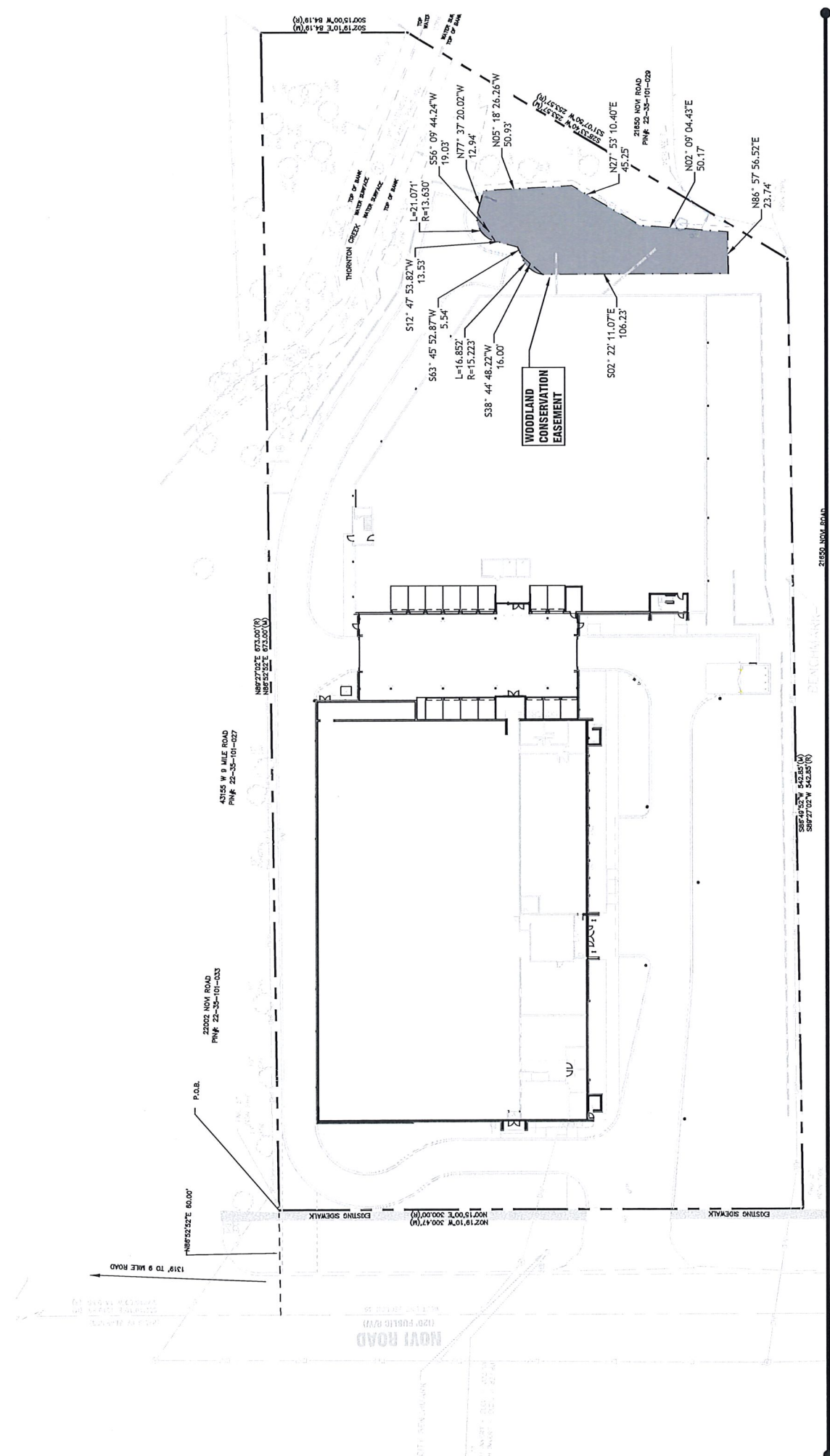
thence S12°47'53.82" West a distance of 13.53 feet;

thence S63°45'52.87" West a distance of 5.54 feet to a point on a curve;

thence along a curve to the left, a radius of 15.223 feet, an arc length of 16.852 feet and whose long chord bears S38°44'48.22" West a distance of 16.00 feet;

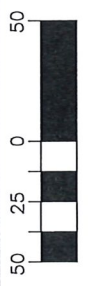
thence S02°22'11.07" East a distance of 106.23 feet;

thence N86°57'56.52" East a distance of 23.74 feet back to the Point of Beginning.



WOODLAND
CONSERVATION EASEMENT
EXHIBIT

SELF STORAGE NOVI MI



scale: 1" = 50'



Bluewater Civil Design, PLLC
718 Lourdes Hill Road
Greenfield, MI 49607
www.bluewatercivil.com
info@bluewatercivil.com

Date: 9/5/23

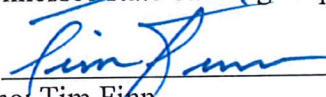


CONSENT TO EASEMENT

As the current owner of the property referenced in the Woodland Conservation Easement, dated September ___, 2023, and described on Exhibit A and Exhibit B, attached hereto and incorporated herein, whereby Novi Development Company, LLC, granted and conveyed said easements to the City of Novi, and the undersigned hereby evidences its acknowledgment and consent to the grant, conveyance, existence and recordation of said easements, which easements are hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

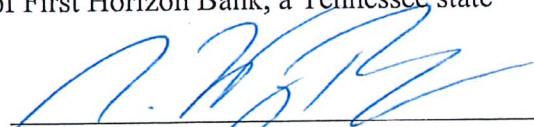
IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 14th day of September, 2023.

FIRST HORIZON BANK,
a Tennessee state banking corporation

By: 
Name: Tim Finn
Its: Vice President

STATE OF LOUISIANA)
) ss.
PARISH OF ORLENS)

The foregoing Consent to Easement was acknowledged before me this 14th day of September, 2023, by Tim Finn, the Vice President of First Horizon Bank, a Tennessee state banking corporation.



Notary Public
My commission expires: _____

**G. WOGAN BERNARD
NOTARY PUBLIC
Bar No. 30394-ID No. 84269
State of Louisiana
Commission Expires at Death**

ATTORNEYS APPROVAL LETTER

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

October 5, 2023

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

**RE: Extra Space Self- Storage JSP 22-48
Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed the revised and final executed Conservation Easement for the Extra Space Self-Storage Development. The Conservation Easement is in the City's standard format to preserve remaining woodlands and replacement trees within the development. The Conservation Easement exhibits have been reviewed and approved by the City's Consulting Engineer. A title search showing current ownership of the property and all lenders has been provided and the lender has consented to the Conservation Easement. The Conservation Easement may be placed on an upcoming City Council Agenda for acceptance.

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
Lindsay Bell, Planner

Barb McBeth, City Planner
City of Novi
October 5, 2023
Page 2

Ian Hogg, Planner
Heather Ziegler, Planner
James Hill, 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
Adam Yako, Project Engineer
Humna Anjum, Project Engineer
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Gordon Kolb, Extra Space Self Storage gkolb@ghinc.com
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT'S APPROVAL LETTER

October 9, 2023

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

Re: Extra Space Self Storage - Planning Document Review
Novi # JSP22-0048
SDA Job No. NV23-214
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on October 9, 2023 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. Woodland Conservation Easement – (executed 09/19/2023: exhibit dated 09/05/2023)
Exhibits 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, PE
Project Engineer

Cc (via Email): Lindsay Bell, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Adam Yako, City of Novi
Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler