



## CITY of NOVI CITY COUNCIL

**Agenda Item H**  
**April 23, 2018**

**SUBJECT:** Acceptance of a Woodland Conservation Easement from Beck North Corporate Park II, LLC for woodland conservation areas offered as a part of the Beck North Unit 54 development, located on the north side of Nadlan Court, east of Hudson Drive in Section 4 of the City.

**SUBMITTING DEPARTMENT:** Department of Community Development, Planning Division *Baugh*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

The applicant has received Final Site Plan approval of a 67,000 square foot building on a 5.02 acre parcel, known as Unit 54, in the Beck North Corporate Park. The facility is a speculative warehouse/office building. The Planning Commission approved the Special Land Use Permit, Preliminary Site Plan, Woodland Permit, and Stormwater Management Plan on October 11, 2017. The Final Site Plan was approved administratively on March 28, 2018.

A condition of the Special Land Use permit was that the applicant provide a conservation easement over the 50 foot wide woodland area along the eastern boundary of the property to help minimize the impact of the development on the adjacent residential district, and to protect the remaining woodlands, replacement trees and vegetation on the site. Exhibit B of the easement graphically depicts the area being preserved. The woodland conservation easement covers approximately 0.53 acre.

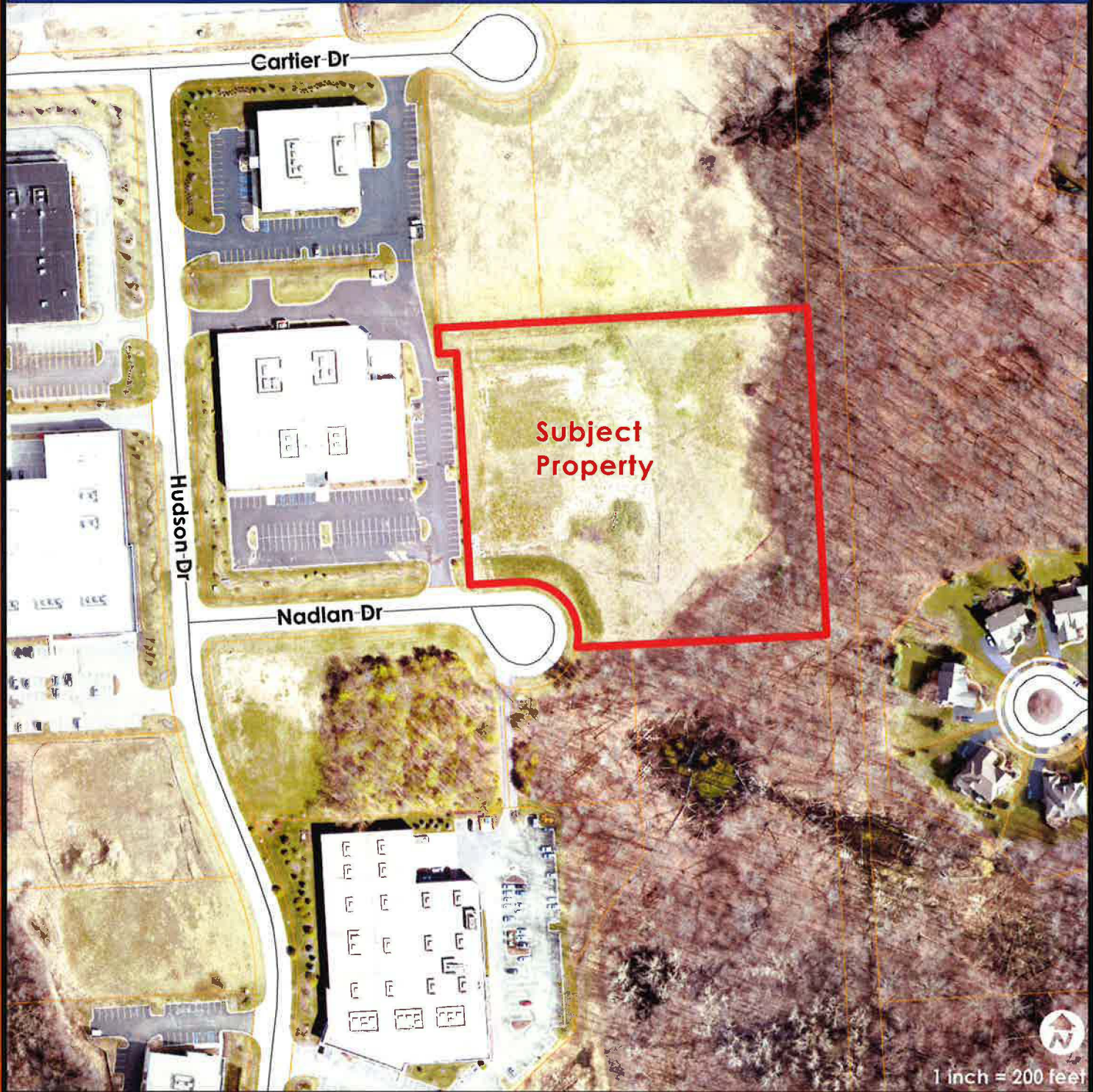
The easement has been reviewed by the City's professional staff and consultants. The easement is currently in a form acceptable to the City Attorney's office for acceptance by the City Council.

**RECOMMENDED ACTION:** Acceptance of a Woodland Conservation Easement Beck North Corporate Park II, LLC for woodland conservation areas offered as a part of the Beck North Unit 54 development, located on the north side of Nadlan Drive, east of Hudson Drive in Section 4 of the City.

LOCATION MAP

# Beck North Unit 54, JSP 16-36

## Location



### 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: 03/15/2018  
Project: Beck North #54 JSP16-36  
Version #: 1

CITY ATTORNEY LETTER

---



JOHNSON ROSATI SCHULTZ JOPPICH PC  
27555 Executive Drive, Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.jrsjlaw.com

March 21, 2018

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

**RE: Beck North Unit 54  
Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed a **revised Original** Conservation Easement for Beck North Unit 54. The revised Conservation Easement has been provided for the purpose of ensuring that the property owner preserves the remaining woodlands, vegetation, and replacement trees within the Woodland Preservation Easement areas shown in the attached exhibits. The Conservation Easement appears to be in order. The exhibits have been approved by the City's Consulting Engineer. The Conservation Easement may be placed on an upcoming City Council Agenda for approval. The previously reviewed Conservation Easement should be replaced with the enclosed original.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

Sincerely,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Elizabeth K. Saarela

EKS  
Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Sri Komaragiri, Planner (w/Enclosures)



JOHNSON ROSATI SCHULTZ JOPPICH PC  
27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudia Saarela  
esaarela@jrslaw.com

www.jrslaw.com

March 26, 2018

Cortney Hanson, City Clerk  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**Re: Beck North Unit 54 JSP 16-0036  
Conservation Easement**

Dear Ms. Hanson:

Enclosed please find a replacement notary page for the Conservation Easement, that was approved pursuant to our letter to Jeffrey Herczeg, dated March 21, 2018. The original notary page is missing the notary's signature. The enclosed page has been sent to replace it.

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

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudia Saarela

EKS  
Enclosures  
C:

Sue Troutman, City Clerk's Office (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

CITY OF NOVI  
CITY CLERK'S OFFICE  
2018 MAR 27 P 2:38

CONSERVATION EASEMENT

---

### CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 15<sup>th</sup> day of March, 2018, by and between Nadlan II LLC, whose address is 27750 Stansbury, Suite 200, Farmington Hills, Michigan 48334 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, (hereinafter the "Grantee").

#### RECITATIONS:

A. Grantor owns a certain parcel of land situated in section 4 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 light industrial development on the Property, subject to provision of an appropriate easement to permanently protect the remaining woodlands, replacement trees, and vegetation 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 Exhibit B, attached hereto and made a part hereof, 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 woodlands, replacement trees, and vegetation 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 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 remaining woodlands, replacement trees, and 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 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.

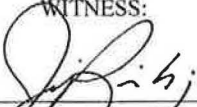
5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Document, and/or in the event of a failure to preserve and/or maintain the remaining woodlands, replacement trees, and vegetation in reasonable order and condition, the City may serve written 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.

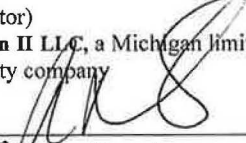
6. Within 90 days after the Conservation Easement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Easement Area and, describing its protected purpose, as indicated herein.

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 on legal instruments used to convey an interest in the property.

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

WITNESS:  
  
\_\_\_\_\_  
Jessica Berishaj

(Grantor)  
Nadlan II LLC, a Michigan limited liability company  
  
\_\_\_\_\_  
By: Ryan Dembos  
Its: Authorized Representative

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March  
2018, by Ryan Dembs, as the Authorized Representative of  
Nadlan LLC.



*Collette Lasala*  
Notary Public *Collette Lasala*  
Oakland County, Michigan  
My Commission Expires: 6-14-23

WITNESS:

(Grantee)  
CITY OF NOVI  
A Municipal Corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

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

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by and after recording,  
return to:

Elizabeth K. Saarela  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331



## EXHIBIT A

**PARCEL DESCRIPTION:**

UNIT 54 OF "BECK NORTH CORPORATE PARK", AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN, AS AMENDED.

**ALSO, DESCRIBED AS:**

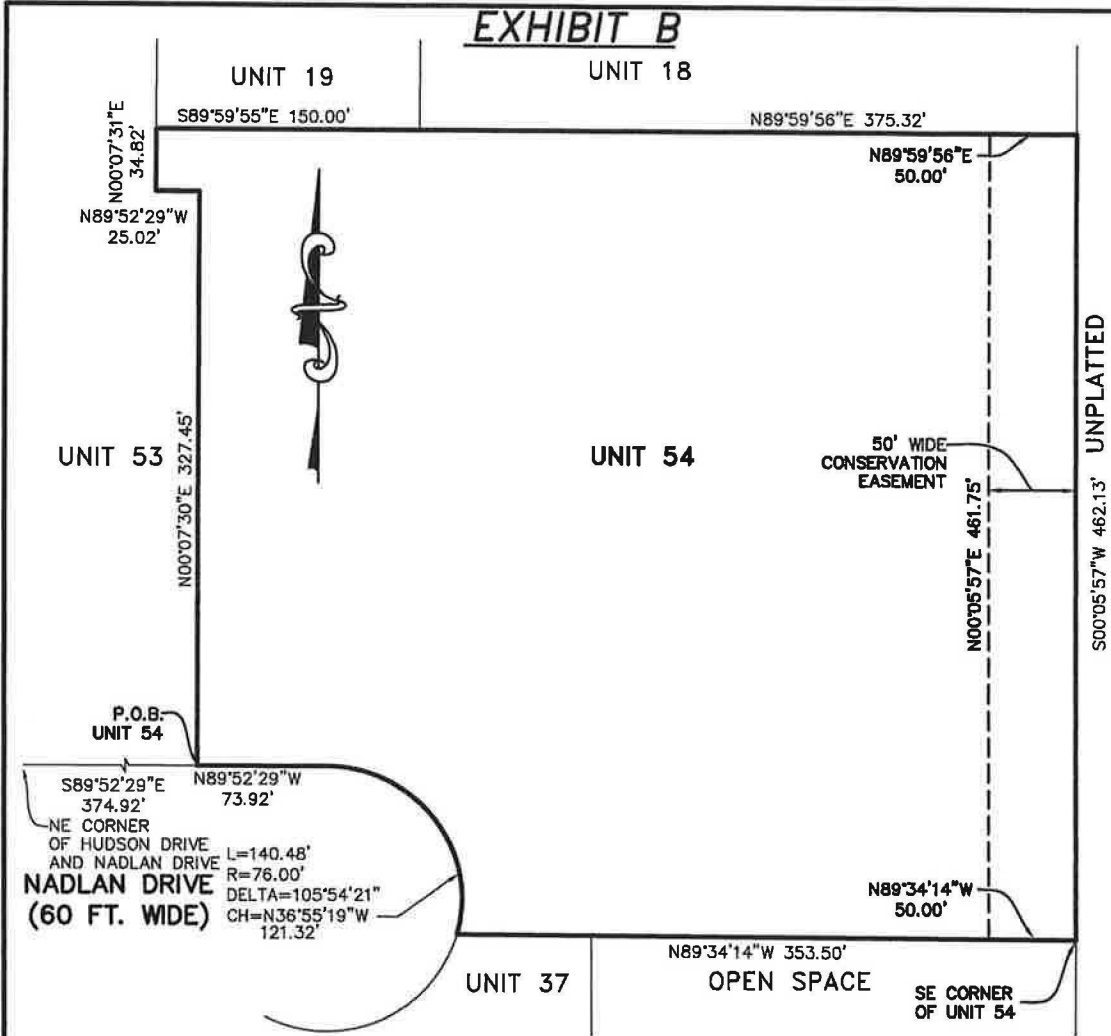
COMMENCING AT THE NORTHEAST CORNER OF HUDSON DRIVE (60 FEET WIDE) AND NADLAN DRIVE (60 FEET WIDE), "BECK NORTH CORPORATE PARK", AS RECORDED IN LIBER 35825, PAGE 628 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN, AS AMENDED; THENCE S89°52'29"E 374.92 FEET TO THE POINT OF BEGINNING; THENCE N00°07'30"E 327.45 FEET; THENCE N89°52'29"W 25.02 FEET; THENCE N00°07'31"E 34.82 FEET; THENCE S89°59'55"E 150.00 FEET; THENCE N89°59'56"E 375.32 FEET; THENCE S00°05'57"W 462.13 FEET; THENCE N89°34'14"W 353.50 FEET; THENCE 140.48 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, RADIUS 76.00 FEET, CHORD BEARING N36°55'19"W 121.32 FEET; THENCE N89°52'29"W 73.92 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



CLIENT: <b>DEMBS DEVELOPMENT, INC.</b>	DATE: 12/18/2017
<b>EXHIBIT A</b>	DRAWN BY: TTP
<b>BECK NORTH CORPORATE PARK - UNIT 54</b>	CHECKED BY: TG
SECTION: 4      TOWNSHIP: 1 N      RANGE: 8 E	 0      1      2
CITY OF NOVI OAKLAND COUNTY MICHIGAN	FBK: 1 CHF:
	SCALE    HOR 1" =    FT. VER 1" =    FT.

14-306

# EXHIBIT B



**CONSERVATION EASEMENT:**

COMMENCING AT THE SOUTHEAST CORNER OF UNIT 54 OF "BECK NORTH CORPORATE PARK", AS AMENDED AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1759; THENCE N89°34'14"W 50.00 FEET ALONG THE SOUTH LINE OF UNIT 54; THENCE N00°05'57"E 461.75 FEET; THENCE N89°59'56"E 50.00 FEET; THENCE S00°05'57"W 462.13 FEET.

**ALPINE**  
ENGINEERING, INC.  
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD  
SUITE 109  
NOVI, MICHIGAN 48377  
(248) 926-3701 (BUS)  
(248) 926-3765 (FAX)

CLIENT: <b>DEMBS DEVELOPMENT, INC.</b>		DATE: 12/18/2017
<b>EXHIBIT B</b>		DRAWN BY: TTP
		CHECKED BY: TG
<b>BECK NORTH CORPORATE PARK - UNIT 54</b>		0      NTS
		FBK: 1
SECTION: 4      TOWNSHIP: 1 N      RANGE: 8 E CITY OF NOVI OAKLAND COUNTY MICHIGAN		CHF: 14-306
		SCALE HOR 1"= FT. VER 1"= FT.

 **SPALDING DEDECKER**  
Engineering & Surveying Excellence since 1954

March 21, 2018

Theresa Bridges, PE  
City Civil Engineer  
City of Novi  
26300 Lee BeGole Drive  
Novi, Michigan 48375

Re: Beck North Unit 54 - Document Review  
Novi # 16-0036  
SDA Job No. NV18-201  
**EXHIBITS APPROVED**

Dear Mrs. Bridges:

We have reviewed the following document package received by our office on March 16, 2018 against the submitted plan set dated January 2, 2018. We offer the following comments:

**Submitted Documents:**

1. Conservation Easement – (Executed 3/15/18: exhibit dated 12/18/17) Exhibits Approved.
2. Off-Site Watermain Easement – (Executed 3/15/18: Exhibit dated 12/18/17) – Exhibits 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**



Mike Freckelton, EIT  
Engineer

Cc (via Email): Lindsay Bell, City of Novi Planning Department  
Darcy Rechten, City of Novi Construction Engineer