



CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2020

SUBJECT: Acceptance of a Wetland Conservation Easement from Pulte Homes of Michigan, LLC for wetland conservation areas offered as a part of the Heritage Woods development, located on the east side of Taft Road, south of Eleven Mile Road, in Section 22 of the City.

SUBMITTING DEPARTMENT: Community Development, Planning Division

BACKGROUND INFORMATION: The applicant has received Final Site Plan approval for a 17-unit single-family for-sale residential development located on the east side of Taft Road, south of Eleven Mile Road. The overall site is approximately 8.12 acres. The Planning Commission approved the Preliminary Site Plan with Open Space Preservation and Site Condominium, Wetland Permit, Woodland Permit, and Stormwater Management Plan on June 26, 2019. The Final Stamping Set was approved administratively on October 4, 2019.

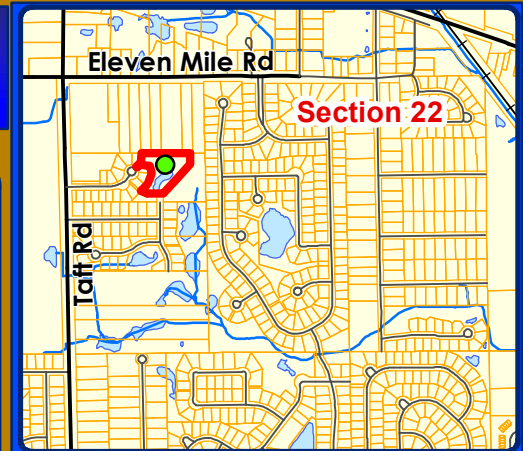
The applicant is proposing a conservation easement over the wetland and wetland buffers along the northeastern area of the property in order to preserve, protect, and maintain the wetland and wetland mitigation areas on the site. Exhibit B of the easement graphically depicts the areas being preserved, which is approximately 2.25 acres.

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 Conservation Easement from Pulte Homes of Michigan, LLC for wetland conservation areas offered as a part of the Heritage Woods development, located on the east side of Taft Road, south of Eleven Mile Road, in Section 22 of the City.

MAP
Location Map with
Conservation Easement Areas

JSP19-09 HERITAGE WOODS CONSERVATION EASEMENT LOCATION



LEGEND

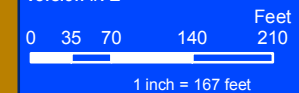
-  Subject Property
-  Conservation Easement



City of Novi

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

Map Author: Lindsay Bell
Date: 1/30/2020
Project: HERITAGE WOODS
Version #: 1



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 WETLAND CONSERVATION EASEMENT

WETLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Conservation Easement") made ^{7th} day of ~~January~~ 2020, by Pulte Homes of Michigan, LLC., a Michigan Limited Liability Company, whose address is 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, Michigan 48304 (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").

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

A. Grantor owns a certain parcel of land situated in section 22 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 Condominium development on the Property, subject to provision of an appropriate easement to permanently protect the remaining wetlands and wetland mitigation areas thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The remaining wetlands and mitigation areas (the "Easement Areas") situated on the Property are more particularly described on Exhibit B, 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 wetlands and mitigation areas, 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 wetlands, mitigation areas, and/or

vegetation within the Easement Areas, 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 Areas.

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 Areas, 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 Areas to determine whether the Easement Areas 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 Easement Areas 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 Areas 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 MCLA 207.526(a) and (ii) exempt from the County Transfer Tax, pursuant to MCLA 207.505(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.

Grantor

Pulte Homes of Michigan LLC, a Michigan limited liability company

By: *Paul Schyck*

Paul Schyck

Its: Division Director of Land Development

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

²⁰²⁰ The foregoing instrument was acknowledged before me this 7 day of January ~~2019~~, by Paul Schyck, the Division Director of Land Development of Pulte Homes of Michigan LLC, a Michigan limited liability company, on behalf of the company.

DEBORAH ALTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 03, 2023
Acting in the County of Oakland

Deborah Altman
Notary Public Deborah Altman
Oakland County, Michigan
My Commission Expires: July 3, 2023

WITNESS:

(Grantee)
CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

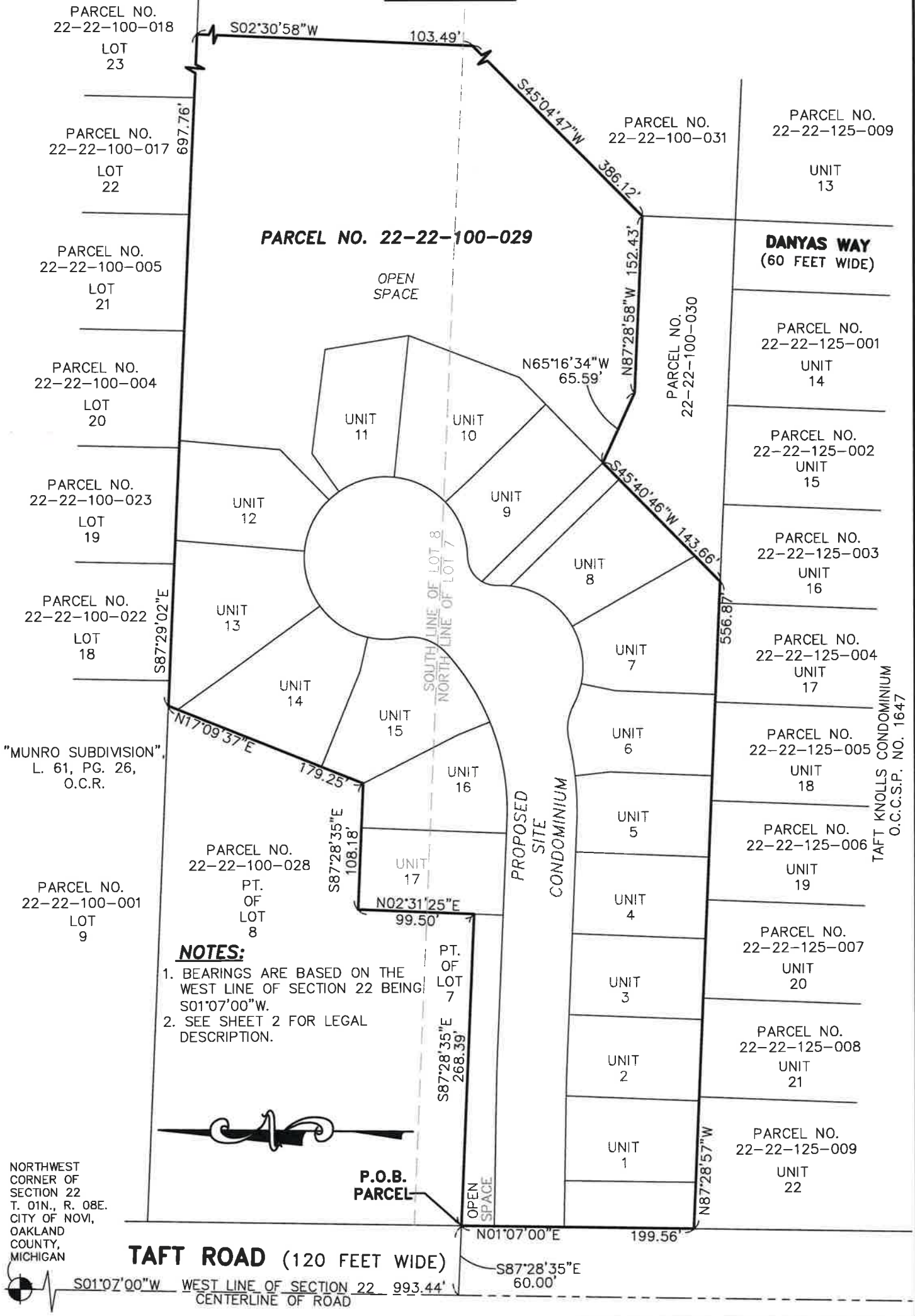
The foregoing instrument was acknowledged before me on this ____ day of _____, 2020, by, _____, on behalf of the City of Novi, a Michigan Municipal Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by and after recording,
return to:

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

EXHIBIT A



NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 22 BEING S01°07'00"W.
2. SEE SHEET 2 FOR LEGAL DESCRIPTION.

NORTHWEST CORNER OF SECTION 22 T. 01N., R. 08E. CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

TAFT ROAD (120 FEET WIDE)

S01°07'00"W WEST LINE OF SECTION 22 993.44' CENTERLINE OF ROAD



GREENTECH
ENGINEERING, INC.

CIVIL ENGINEERS & LAND SURVEYORS

51147 W. Pontiac Trail
Wixom, MI 48393
Phone: (248) 668-0700
Fax: (248) 668-0701

CLIENT:

PARCEL SKETCH

PARCEL NO. 22-22-100-029
HERITAGE WOODS
SECTION: 22 TOWNSHIP: 01N. RANGE: 08E.
CITY OF NOVI
OAKLAND COUNTY
MICHIGAN

DATE: 8-22-2019

DRAWN BY: PWK

CHECKED BY: DJL

0 50 100

FBK: --
CHF: --

1/2

SCALE HOR 1"=100 FT.
VER 1"= -- FT.

18-206

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL NO. 22-22-100-029

PART OF LOTS 7 AND 8 OF "MUNRO SUBDIVISION" OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, T.01N., R.08E., CITY OF NOVI, OAKLAND COUNTY MICHIGAN, AS RECORDED IN LIBER 61, PAGE 26, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF TAFT ROAD, 120 FEET WIDE, BEING DISTANT S01°07'00"W 993.44 FEET ALONG THE WEST LINE OF SAID SECTION 22, SAID LINE ALSO BEING THE CENTERLINE OF SAID TAFT ROAD, AND S87°28'35"E 60.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 22; THENCE CONTINUING S87°28'35"E 268.39 FEET; THENCE N02°31'25"E 99.50 FEET; THENCE S87°28'35"E 108.18 FEET; THENCE N22°04'31"E 179.25 FEET TO THE NORTH LINE OF SAID LOT 8; THENCE ALONG SAID NORTH LINE, S87°29'02"E 697.76 FEET; THENCE S02°30'58"W 103.49 FEET; THENCE S45°04'47"W 386.12 FEET; THENCE N87°28'57"W 152.43 FEET; THENCE N65°16'34"W 65.59 FEET; THENCE S45°40'46"W 143.66 FEET TO THE SOUTH LINE OF SAID LOT 7, SAID LINE ALSO BEING THE NORTH LINE OF "TAFT KNOLLS" CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1647, AS RECORDED IN LIBER 37536, PAGE 117, AS AMENDED; THENCE ALONG SAID SOUTH LINE, N87°28'57"W 556.87 FEET TO THE SAID EAST LINE OF TAFT ROAD; THENCE ALONG SAID EAST LINE, N01°07'00"E 199.56 FEET TO THE **POINT OF BEGINNING**. CONTAINING 8.12 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.



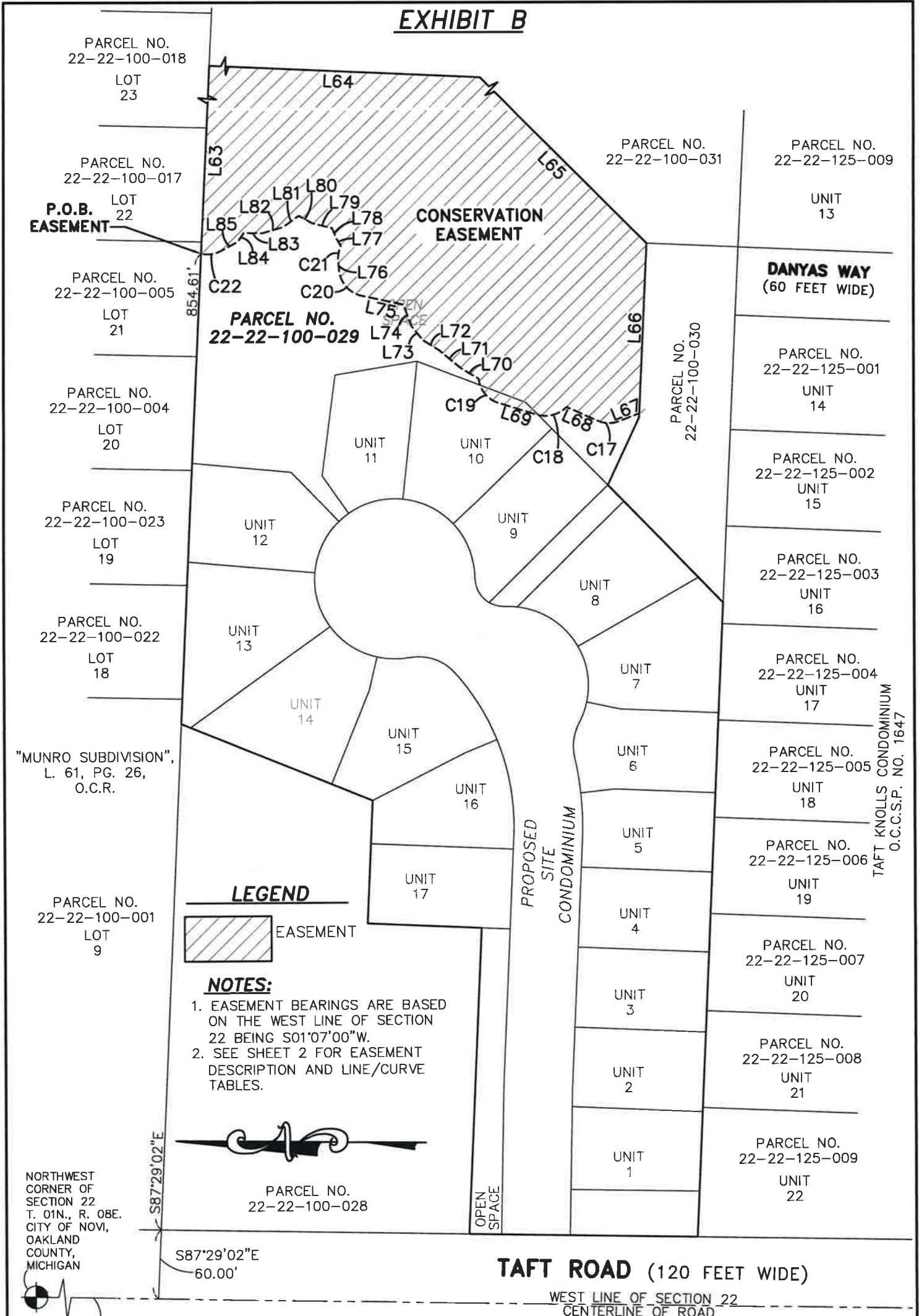
CIVIL ENGINEERS & LAND SURVEYORS

51147 W. Pontiac Trail
Wixom, MI 48393
Phone: (248) 668-0700
Fax: (248) 668-0701

CLIENT:	DATE: 8-22-2019
PARCEL SKETCH	DRAWN BY: PWK
	CHECKED BY: DJL
PARCEL NO. 22-22-100-029 HERITAGE WOODS SECTION:22 TOWNSHIP: 01N. RANGE: 08E. CITY OF NOVI OAKLAND COUNTY MICHIGAN	0
	FBK: 2/2
	CHF:
	SCALE HOR 1"= FT. VER 1"= FT.

18-206

EXHIBIT B



LEGEND



NOTES:

1. EASEMENT BEARINGS ARE BASED ON THE WEST LINE OF SECTION 22 BEING S01°07'00"W.
2. SEE SHEET 2 FOR EASEMENT DESCRIPTION AND LINE/CURVE TABLES.



NORTHWEST CORNER OF SECTION 22 T. 01N., R. 08E. CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

S01°07'00"W
725.01'



GREENTECH
ENGINEERING, INC.

CIVIL ENGINEERS & LAND SURVEYORS

51147 W. Pontiac Trail
Wixom, MI 48393
Phone: (248) 668-0700
Fax: (248) 668-0701

CLIENT:

CONSERVATION EASEMENT

PARCEL NO. 22-22-100-029
HERITAGE WOODS
SECTION: 22 TOWNSHIP: 01N. RANGE: 08E.
CITY OF NOVI
OAKLAND COUNTY
MICHIGAN

DATE: 8-22-2019

DRAWN BY: PWK

CHECKED BY: DJL

0 50 100

FBK: --

CHF: --

1/2

SCALE HOR 1"=100 FT.
VER 1"=--- FT.

TAFT KNOLLS CONDOMINIUM
O.C.C.S.P. NO. 1647

18-206

EXHIBIT B

VARIABLE WIDTH CONSERVATION EASEMENT DESCRIPTION:

PART OF THE NORTHWEST 1/4 OF SECTION 22, T.01N., R.08E., CITY OF NOVI, OAKLAND COUNTY MICHIGAN, DESCRIBED AS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 8 OF "MUNRO SUBDIVISION", AS RECORDED IN LIBER 61 OF PLATS, PAGE 26, OAKLAND COUNTY RECORDS, BEING DISTANT S01°07'00"W 725.01 FEET ALONG THE WEST LINE OF SAID SECTION 22, SAID LINE ALSO BEING THE CENTERLINE OF SAID TAFT ROAD, 120 FEET WIDE, AND S87°29'02"E 60.00 FEET, AND CONTINUING S87°29'02"E 854.61 FEET ALONG THE SAID NORTH LINE OF SAID LOT 8, FROM THE NORTHWEST CORNER OF SAID SECTION 22; THENCE CONTINUING ALONG SAID NORTH LINE, S87°29'02"E 286.29 FEET; THENCE S02°30'58"W 103.49 FEET; THENCE S45°04'47"W 386.12 FEET; THENCE N87°28'57"W 148.74 FEET; THENCE N21°38'25"W 18.51 FEET; THENCE 20.15 FEET ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 46°10'40" AND A CHORD BEARING N01°26'55"E 19.61 FEET; THENCE N24°32'14"E 29.27 FEET; THENCE 27.60 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 26.53 FEET, A DELTA ANGLE OF 59°36'28" AND A CHORD BEARING N15°15'36"W 26.38 FEET; THENCE N17°36'28"E 37.21 FEET; THENCE 27.59 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 63°13'24" AND A CHORD BEARING N52°20'07"E 26.21 FEET; THENCE N31°02'49"E 18.39 FEET; THENCE N39°29'18"E 24.62 FEET; THENCE N31°25'57"E 16.00 FEET; THENCE N50°38'45"E 16.45 FEET; THENCE N69°51'34"E 19.53 FEET; THENCE N11°53'53"E 36.70 FEET; THENCE 31.88 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.51 FEET, A DELTA ANGLE OF 71°37'03" AND A CHORD BEARING N47°42'25"E 29.85 FEET; THENCE N84°21'22"E 8.69 FEET; THENCE 13.70 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 31°23'51" AND A CHORD BEARING S79°56'42"E 13.53 FEET; THENCE N58°47'08"E 7.75 FEET; THENCE N67°42'17"E 9.83 FEET; THENCE N14°10'49"E 18.19 FEET; THENCE N29°23'56"E 13.13 FEET; THENCE N36°09'21"W 16.65 FEET; THENCE N16°42'09"W 19.04 FEET; THENCE N01°13'06"E 16.08 FEET; THENCE N56°44'59"W 9.12 FEET; THENCE N28°49'13"W 16.71 FEET; THENCE 18.01 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 41°16'32" AND A CHORD BEARING N08°10'57"W 17.62 FEET TO THE SAID NORTH LINE OF SAID LOT 8 AND TO THE **POINT OF BEGINNING**.

LINE TABLE		
LINE	BEARING	LENGTH
L63	S87°29'02"E	286.29'
L64	S02°30'58"W	103.49'
L65	S45°04'47"W	386.12'
L66	N87°28'57"W	148.74'
L67	N21°38'25"W	18.51'
L68	N24°32'14"E	29.27'
L69	N17°36'28"E	37.21'
L70	N31°02'49"E	18.39'
L71	N39°29'18"E	24.62'
L72	N31°25'57"E	16.00'
L73	N50°38'45"E	16.45'
L74	N69°51'34"E	19.53'
L75	N11°53'53"E	36.70'
L76	N84°21'22"E	8.69'
L77	N58°47'08"E	7.75'
L78	N67°42'17"E	9.83'
L79	N14°10'49"E	18.19'
L80	N29°23'56"E	13.13'
L81	N36°09'21"W	16.65'
L82	N16°42'09"W	19.04'
L83	N01°13'06"E	16.08'
L84	N56°44'59"W	9.12'
L85	N28°49'13"W	16.71'

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C17	20.15'	25.00'	46°10'40"	N01°26'55"E 19.61'
C18	27.60'	26.53'	59°36'28"	N15°15'36"W 26.38'
C19	27.59'	25.00'	63°13'24"	N52°20'07"E 26.21'
C20	31.88'	25.51'	71°37'03"	N47°42'25"E 29.85'
C21	13.70'	25.00'	31°23'51"	S79°56'42"E 13.53'
C22	18.01'	25.00'	41°16'32"	N08°10'57"W 17.62'



CIVIL ENGINEERS & LAND SURVEYORS

51147 W. Pontiac Trail
Wixom, MI 48393
Phone: (248) 668-0700
Fax: (248) 668-0701

CLIENT:	DATE: 8-22-2019
CONSERVATION EASEMENT	DRAWN BY: PWK
	CHECKED BY: DJL
PARCEL NO. 22-22-100-029 HERITAGE WOODS SECTION: 22 TOWNSHIP: 01N. RANGE: 08E. CITY OF NOVI OAKLAND COUNTY MICHIGAN	FBK: --- CHF: --- SCALE HOR 1"=100 FT. VER 1"= --- FT.
	2/2 <small>18-206</small>

ATTORNEY'S APPROVAL LETTER

Woodland and Wetland Conservation Easements

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

January 27, 2020

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

**RE: Heritage Woods (Munro's Preserve) JSP 19-09
Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed the final executed Conservation Easement for wetlands and mitigation areas for the Heritage Woods Residential Development. The Conservation Easement is for the purpose of preserving the remaining wetlands and mitigation areas on the site. The Conservation Easement is consistent with the title of the property as shown in the Title Commitment provided and is acceptable for the purposes set forth in the Conservation Easement subject to the approval of the attached exhibits by the City's Consulting Engineer. The Conservation Easement should 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

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Madeleine Kopko, Planning Assistant (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Kate Richardson, Plan Review Engineer (w/Enclosures)
Victor Boron, Civil Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Michael Freckelton, Taylor Reynolds and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Greg Gamalski, Esquire (w/Enclosures)
Alexandra Dieck, Esquire(w/Enclosures)
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT'S APPROVAL LETTER

Woodland and Wetland Conservation Easements

January 8, 2020

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

Re: Heritage Woods / Munro's Preserve - Planning Document Review
Novi # JSP19-0009
SDA Job No. NV19-223
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document package received by our office on December 28, 2019 against the submitted plan set. We offer the following comments:

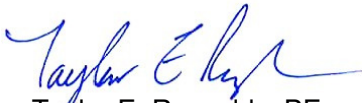
Submitted Documents:

- 1. Conservation Easement**
(executed December 10, 2019)
Legal Description Approved.

The exhibits do not require further revisions for review. The exhibits are approved and ready for City Council acceptance.

Sincerely,

SPALDING DEDECKER



Taylor E. Reynolds, PE
Senior Project Engineer

Cc (via Email): Lindsay Bell, City of Novi
Victor Boron, City of Novi
Madeleine Kopko, City of Novi
Sri Komaragiri, City of Novi
Sarah Marchioni, City of Novi
Ted Meadows, Spalding DeDecker