



# CITY of NOVI CITY COUNCIL

**Agenda Item C**  
**December 21, 2015**

**SUBJECT:** Acceptance of a Conservation Easement from Park Place East of Novi, LLC., as a part of the Park Place East development, located on the south side of Nine Mile Road between Napier Road and Garfield Road in Section 31 of the City. *Barth*

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

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

**BACKGROUND INFORMATION:**

The applicant has received Final Site Plan approval of a 10.66 acre, single family residential subdivision located on the south side of Nine Mile Road, between Napier Road and Garfield Road. The subdivision will provide seven lots, using the Open Space Preservation Option. The Planning Commission approved the Preliminary Site Plan, Wetland Permit, Woodland Permit, and Stormwater Management Plan on March 12, 2014. The Final Site Plan was approved administratively on July 10, 2014.

A condition of the Open Space Preservation Option was that the applicant provide a conservation easement over the wetland, woodland and open space areas within the development. The conservation easement agreement graphically depicts this easement in Exhibit B, by three separate areas within the development. The conservation easement areas are 3.2, 1.38 and 0.23 acres respectively for a total conservation area of 4.81 acres.

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

**RECOMMENDED ACTION:** Acceptance of a Conservation Easement from Park Place East of Novi, LLC. for easement areas offered as a part of the Park Place East development, located on the south side of Nine Mile Road between Napier and Garfield Roads in Section 31 of the City.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

LOCATION MAPS



# JSP 13-35 Park Place East

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: Christopher Gruba  
Date: 12-14-15  
Project: JSP13-35 Park Place East

0 50 100 200 Feet  
1 inch = 200 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.

**CITY ATTORNEY LETTERS**



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

December 15, 2015

Barb McBeth  
Deputy Community Development Director  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**RE: Park Place East  
Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed the original executed Conservation Easement for the woodlands, wetlands and open space within the Park Place East residential site condominium development. The original executed Conservation Easement is consistent with the previously approved draft and appears to be acceptable. Subject to review and approval of the exhibits by the City's Planner for consistency with the approved site plan, the Conservation Easement may be placed on an upcoming City Council Agenda for acceptance.

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

C: Maryanne Cornelius, Clerk  
Charles Boulard, Community Development Director  
Sri Komaragiri, Planner  
Adam Wayne, Construction Engineer  
Sheila Weber and Kristin Pace, Treasurer's Office  
Sarah Marchioni, Building Permit Coordinator  
Sue Troutman, City Clerk's Office  
Mark Kassab, PPE of Novi, LLC  
Thomas R. Schultz, Esquire

## CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 14th day of December, 2015, by and between PPE of Novi, LLC whose address is 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48334 (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 31 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 site condominium development on the Property, subject to provision of an appropriate easement to permanently protect the wetland, woodland and open space 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 Exhibit A, 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 wetlands, woodlands and open space areas as shown on the attached and incorporated Exhibit A (the "Easement Areas"). 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 wetlands, woodlands or open space 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 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 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 are 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 wetlands, woodlands or open space 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

PPE OF NOVI, LLC., a Michigan  
limited liability company

By: Jack R. Carnahan  
Jack R. Carnahan  
Its: Authorized Representative

STATE OF Michigan )  
 ) ss.  
COUNTY OF Macomb )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 2015, by Jack R. Carnahan, as the Authorized Representative of PPE OF NOVI, LLC a Michigan limited liability company, on its behalf.

Chanel Sitto  
Notary Public  
Acting in Macomb County, MI  
My Commission Expires: Sep 24, 2021

**CHANEL SITTO**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MACOMB  
My Commission Expires Sept. 24, 2021  
Acting in the County of Macomb



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 \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted By:  
Elizabeth K. Saarela, Esquire  
Johnson, Rosati, Schultz & Joppich, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331

After Recording, Return to:  
Maryanne Cornelius, Clerk  
City of Novi  
45175 West 10 Mile Road  
Novi, Michigan 48375

EXHIBIT "A"

13-008  
PARK PLACE EAST

LEGAL DESCRIPTION:

PART OF THE NE1/4 OF SECTION 31, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE N1/4 CORNER OF SECTION 31; THENCE EAST 619.98 FEET; THENCE S01°41'33"W 810.26 FEET TO THE POINT OF BEGINNING; THENCE S01°41'33"W 483.98 FEET; THENCE N89°07'23"W 618.78 FEET; THENCE N01°39'14"E 869.75 FEET; THENCE EAST 344.60 FEET; THENCE S00°32'00"W 155.07 FEET; THENCE S01°38'07"W 32.25 FEET; THENCE S88°21'53"E 148.61 FEET; THENCE S01°41'33"W 200.00 FEET; THENCE S88°18'27"E 123.07 FEET TO THE POINT OF BEGINNING, CONTAINING 10.66 ACRES.



**EXHIBIT "B"**

**SKETCH OF CONSERVATION EASEMENT**

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

DESCRIPTION OF PROPERTY (PARK PLACE EAST)

PART OF THE NE1/4 OF SECTION 31, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE N1/4 CORNER OF SECTION 31; THENCE EAST 619.98 FEET; THENCE S01°41'33"W 810.26 FEET TO THE POINT OF BEGINNING: THENCE S01°41'33"W 483.98 FEET; THENCE N89°07'23"W 618.78 FEET; THENCE N01°39'14"E 869.75 FEET; THENCE EAST 344.60 FEET; THENCE S00°32'00"W 155.07 FEET; THENCE S01°38'07"W 32.25 FEET; THENCE S88°21'53"E 148.61 FEET; THENCE S01°41'33"W 200.00 FEET; THENCE S88°18'27"E 123.07 FEET TO THE POINT OF BEGINNING, CONTAINING 10.66 ACRES.

CONSERVATION EASEMENT #1

PART OF THE NE1/4 OF SECTION 31, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE N1/4 CORNER OF SECTION 31; THENCE S01°38'01"W 358.62 FEET; THENCE S01°39'14"W 652.16 FEET TO THE POINT OF BEGINNING: THENCE N87°16'35"E 218.52 FEET; THENCE N77°46'14"E 74.46 FEET; THENCE N32°57'21"E 57.48 FEET; THENCE 76.72 FEET ALONG THE ARC OF A 260.00 RADIUS CURVE TO THE LEFT, A CENTRAL ANGLE OF 16°54'23" AND A CHORD BEARING S65°29'50"E 76.44 FEET; THENCE S16°02'59"W 45.00 FEET; THENCE S01°41'33"W 167.82 FEET; THENCE S89°05'42"E 239.64 FEET; THENCE S01°41'33"W 111.27 FEET; THENCE N89°07'23"W 618.78 FEET; THENCE N01°39'14"E 273.96 FEET TO THE POINT OF BEGINNING, CONTAINING 139,361 SQUARE FEET OR 3.20 ACRES.

CONSERVATION EASEMENT #2

PART OF THE NE1/4 OF SECTION 31, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE N1/4 CORNER OF SECTION 31; THENCE EAST 619.98 FEET; THENCE S01°41'33"W 810.26 FEET TO THE POINT OF BEGINNING: THENCE S01°41'33"W 112.71 FEET; THENCE N88°18'27"W 163.99 FEET; THENCE 153.22 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT, A CENTRAL ANGLE OF 43°53'38" AND A CHORD BEARING N66°21'38"W 149.50 FEET; THENCE N45°35'11"E 45.00 FEET; THENCE N01°38'07"E 224.26 FEET; THENCE S88°21'53"E 148.61 FEET; THENCE S01°41'33"W 200.00 FEET; THENCE S88°18'27"E 123.07 FEET TO THE POINT OF BEGINNING, CONTAINING 60,118 SQUARE FEET OR 1.38 ACRES.

CONSERVATION EASEMENT #3

PART OF THE NE1/4 OF SECTION 31, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE N1/4 CORNER OF SECTION 31; THENCE S01°38'01"W 358.62 FEET; THENCE S01°39'14"W 56.37 FEET; THENCE EAST 281.37 FEET TO THE POINT OF BEGINNING: THENCE S01°38'07"W 153.24 FEET; THENCE S88°21'53"E 66.19 FEET; THENCE N00°32'00"E 155.07 FEET; THENCE WEST 63.23 FEET TO THE POINT OF BEGINNING, CONTAINING 9,974 SQUARE FEET OR 0.23 ACRES.

NOTE:  
THIS SKETCH AND CORRESPONDING LEGAL DESCRIPTIONS ARE SUBJECT TO MUNICIPAL APPROVAL, STATE DIVISION LAWS AND LOCAL ORDINANCES. PARTS OF THIS DRAWING MAY NOT BE DRAWN TO SCALE FOR CLARITY PURPOSES.

CLIENT PPE OF NOVI	PROJECT NO. 13-008	FIELD BOOK 000
	DATE 03-03-14	SHEET 2 OF 2
SCALE NO SCALE	DRAWN BY C.P.T.	CHECKED BY C.P.T.



**FAZAL KHAN & ASSOCIATES, INC.**  
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