



**CITY OF NOVI CITY COUNCIL  
SEPTEMBER 30, 2024**

**SUBJECT:** Acceptance of a Conservation Easement associated with JSP19-34: Taft Knolls III for property in Section 22, located north of Ten Mile Road, and east of Taft Road.

**SUBMITTING DEPARTMENT:** Community Development, Planning

**KEY HIGHLIGHTS:**

- The Planning Commission approved a Woodland Permit to allow the construction of a single-family subdivision on this land.
- The City Council is asked to accept of a conservation easement to protect remaining woodland trees and woodland replacement trees.

**BACKGROUND INFORMATION:**

The applicant, Trowbridge Land Development, received approval of a 13-unit single-family residential development (Site Condominium). The site plan was presented in front of Planning Commission for a Public Hearing on June 10, 2020, where approval was given for the Preliminary Site Plan with Site Condominium, Wetland Permit, Woodland Permit, and the Storm Water Management Plan.

The Woodland Permit was issued on June 26, 2024.

The applicant is offering a Conservation Easement for the purpose of protecting remaining woodland areas and woodland replacement trees. The easement states the subject area shall be perpetually preserved and maintained in its natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy. The total conservation area is approximately ± 3.7 acres.

The easement has 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 Conservation Easement associated with JSP19-34: Taft Knolls III, for property in Section 22, located north of Ten Mile Road, and east of Taft Road.

**MAP**  
**Location Map with  
Conservation Easement Areas**

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# JSP19-34: TAFT KNOLLS III CONSERVATION EASEMENT LOCATION



Location of proposed Conservation Easement



**LEGEND**

 Subject Property



**City of Novi**  
 Dept. of Community Development  
 City Hall / Civic Center  
 45175 W Ten Mile Rd  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)

Map Author: Heathe Zeigler  
 Date: 8/21/2024  
 Project: JSP19-34: Taft Knolls III Conservation Easement  
 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 CONSERVATION EASEMENT**

## WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 1 day of AUGUST, 2024 by and between Trowbridge Homes Construction LLC, a Limited Liability Company, whose address is 2617 Beacon Hill Drive, Auburn Hills, MI 48057- (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 22 of the City of Novi, Oakland County, Michigan, described in Exhibit G, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of a single family home condominium development on the Property, subject to provision of an appropriate easement to permanently protect the woodlands 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 G, 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 woodlands after development as well as the proposed replacement trees for the development, as shown on the attached and incorporated Exhibit G. 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 the woodland 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 Areas with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

4. All areas identified on Exhibit G as easement areas shall be forever reserved and preserved, in the condition specifically approved by the City in accordance with applicable laws and ordinances.

5. 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.

6. 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 protected woodlands 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.

7. 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.

8. 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).

9. 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.

\*If applicable to the particular development. If not, remove.

WITNESS:

Amie Parisi  
\_\_\_\_\_

Trowbridge Homes of Taft Knolls III  
a Michigan Limited Liability Company

Anthony F. Randazzo  
By: \_\_\_\_\_  
Its: Managing Member

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 1 day of August, 2024, by Anthony F. Randazzo, as the Authorized Rep of Trowbridge Homes LLC

FRANCES PATRICIA TABBI  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires Jul. 15, 2030  
Acting in the County of Oakland

Frances Patricia Tabbi  
Notary Public FRANCES PATRICIA TABBI  
Oakland County, Michigan  
My Commission Expires: 7-15-2030



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

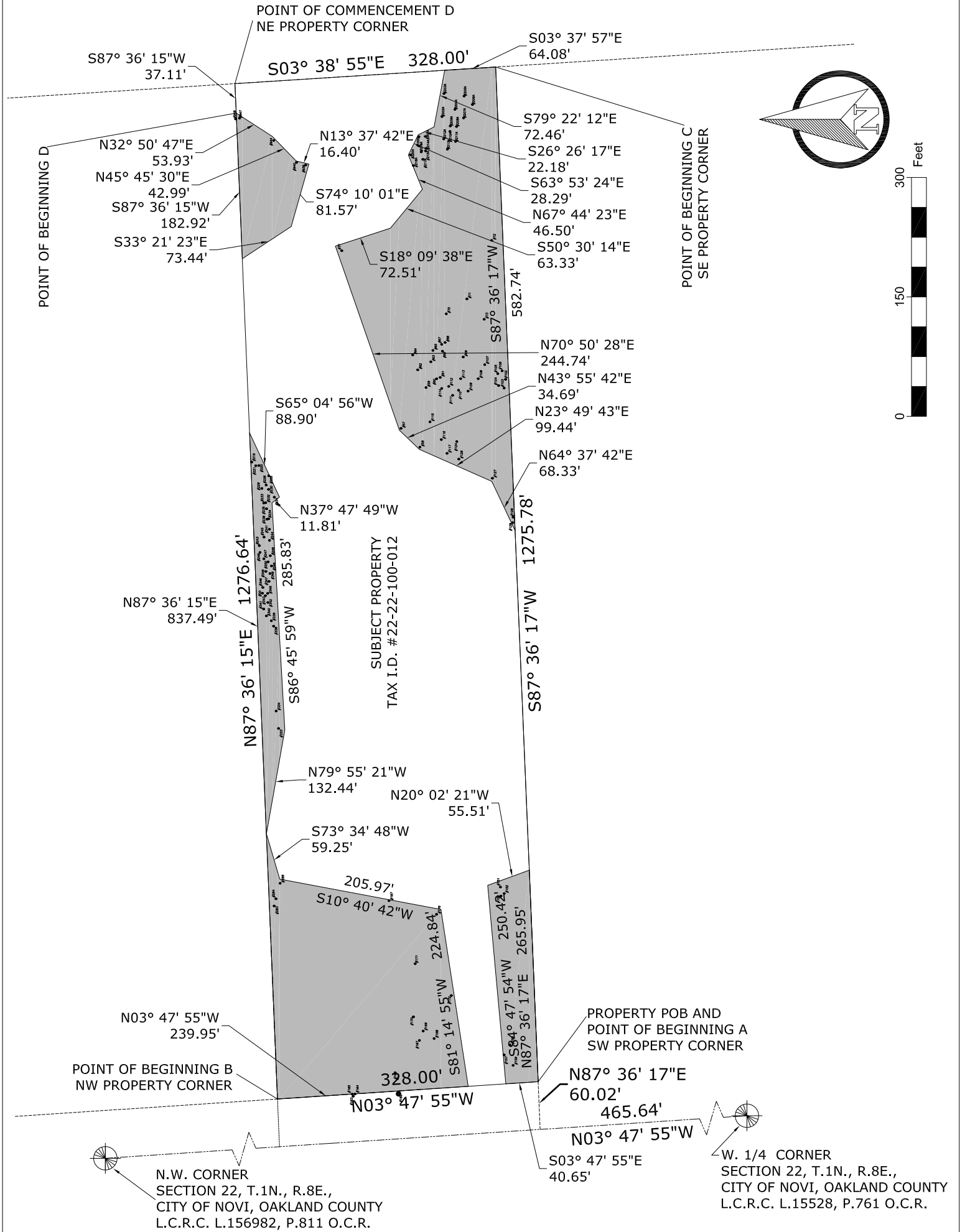
\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by and after recording,  
return to:

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

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# EXHIBIT "G"



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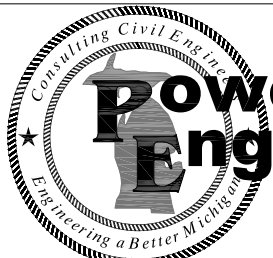
DATE: 4/6/2022

**BEFORE YOU DIG  
CALL MISS DIG  
1-800-482-7171**

## WOODLAND CONSERVATION EASEMENT EXHIBIT "G"

TAFT KNOLLS III, CITY OF NOVI, OAKLAND COUNTY, MI

NOTE: TO THE CONTRACTOR VARIOUS UTILITIES AND UNDERGROUND STRUCTURES ARE SHOWN ON THESE PLANS AND PROFILES. ALL INFORMATION CONCERNING ALL UTILITIES SHOWN ON THE PLANS AND PROFILES IS TAKEN FROM FIELD TOPO AND/OR AVAILABLE RECORDS, BUT THE OWNER AND ENGINEER DOES NOT GUARANTEE THEIR LOCATION/ELEVATION, OR THAT ADDITIONAL UNDERGROUND STRUCTURES OR UTILITIES MAY NOT BE ENCOUNTERED. IF THE CONTRACTOR DOES ENCOUNTER A PREVIOUSLY UNIDENTIFIED UTILITY AND/OR STRUCTURE, OR DETERMINES THAT ONE OF THE UTILITIES / STRUCTURES SHOWN ON THESE PLANS IS INCORRECTLY LOCATED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ENGINEER FOR DIRECTION ON HOW TO PROCEED. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES. NOTIFY "MISS DIG" AT 1-800-482-7171, 72 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.



Consulting Civil Engineers  
"Engineering A Better  
Michigan"  
**Powell  
Engineering  
& Associates, LLC**

4700 Cornerstone Dr.  
White Lake, MI 48383  
Office: 248.714.9895

Email: help@powelleng.net

DRAWN	MCS
DESIGNED	MCS
APPROVED	MCP
P.E. JOB No.	16-472
SCALE	1"=150'

**10F2**  
EXHIBIT\_G

# EXHIBIT "G"

## WOODLAND CONSERVATION EASEMENT

THE PROPOSED PERMANENT WOODLANDS CONSERVATION EASEMENT BEING DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SUBJECT PROPERTY OR POINT OF BEGINNING A; THENCE ALONG THE SOUTH PROPERTY LINE N87°36'17"E, 265.95 FT; THENCE N20°02'21"W, 55.51 FT; THENCE S84°47'54"W, 250.42 FT; THENCE S03°47'55"E, 40.63 FT TO THE POINT OF BEGINNING, ALSO BEING THE SW PROPERTY CORNER OF SUBJECT PROPERTY. CONTAINS 0.28 ACRES MORE OR LESS.

ALSO INCLUDING BEGINNING AT THE NORTHWEST PROPERTY CORNER OR POINT OF BEGINNING B; THENCE ALONG THE NORTH PROPERTY LINE N87°36'15"E, 837.49 FT; THENCE S65°04'56"W, 88.90 FT; THENCE N37°47'49"W, 11.81 FEET; THENCE S86°45'59"W, 285.83 FT; THENCE N79°55'21"W, 132.44 FT; THENCE S73°34'48"W, 59.25 FT; THENCE S10°40'42"W, 205.97 FT; THENCE S81°14'55"W, 224.84 FT TO THE WEST PROPERTY LINE ALSO BEING THE RIGHT OF WAY LINE OF TAFT ROAD; THENCE ALONG SAID WEST PROPERTY LINE N03°47'55"W, 239.95 FT TO THE POINT OF BEGINNING. CONTAINS 1.57 ACRES MORE OR LESS.

ALSO INCLUDING BEGINNING AT POINT OF BEGINNING C ALSO BEING THE SOUTHEAST PROPERTY CORNER OF SUBJECT PROPERTY; THENCE ALONG THE SOUTH PROPERTY LINE S87°36'17"W, 582.74 FT; THENCE N64°37'42"E, 68.33 FT; THENCE N23°49'43"E, 99.44 FT; THENCE N43°55'42"E, 34.69 FT; THENCE N70°50'28"E, 244.74 FT; THENCE S18°09'38"E, 72.51 FT; THENCE S50°30'14"E, 63.33 FT; THENCE N67°44'23"E, 46.50 FT; THENCE S63°53'24"E, 28.29 FT; THENCE S26°26'17"E, 22.18 FT; THENCE S79°22'12"E, 72.46 FT TO THE EAST PROPERTY LINE; THENCE ALONG THE EAST PROPERTY LINE S03°37'57"E, 64.08 FT TO THE POINT OF BEGINNING ALSO BEING THE SOUTHEAST PROPERTY CORNER OF SUBJECT PROPERTY TO THE POINT OF BEGINNING. CONTAINING 1.62 ACRES MORE OR LESS.

ALSO INCLUDING COMMENCING AT THE NORTHEAST PROPERTY CORNER OF SUBJECT PROPERTY OR POINT OF COMMENCMENT D S87°36'15"W, 37.11 FT TO THE POINT OF BEGINNING D; THENCE ALONG THE NORTH PROPERTY LINE S87°36'15"W, 182.92 FT; THENCE S33°21'23"E, 73.44 FT; THENCE S74°10'01"E, 81.57 FT; THENCE N13°37'42"E, 16.40 FT; THENCE N45°45'30"E, 42.99 FT; THENCE N32°50'47"E, 53.93 FT TO THE NORTH PROPERTY LINE, ALSO BEING POINT OF BEGINNING D. CONTAINING 0.23 ACRES MORE OR LESS.

## SUBJECT PROPERTY DESCRIPTION (TAX I.D. #22-22-100-012)

LOT 4 OF "MUNRO SUBDIVISION" OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22, T.1N, R.8E., CITY OF NOVI, OAKLAND COUNTY, MI, AS RECORDED IN LIBER 61 OF PLATS, PAGE 26, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 22; THENCE ALONG THE WEST LINE OF SECTION 22 AND THE CENTERLINE OF TAFT ROAD, N03°47'55"W, 465.64 FT; THENCE N87°35'35"E, 60.02 FT TO THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF TAFT ROAD, NORTH 03°47'55" WEST 328.00 FEET; THENCE ALONG THE SOUTH LINE OF "TAFT KNOLLS II", OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1879, N87°36'15"E, 1276.64 FT; THENCE ALONG THE WEST LINE OF "CEDARSPRING ESTATES SUBDIVISION NO. 4" AS RECORDED IN LIBER 216 OF PLATS, PAGES 22-27, OAKLAND COUNTY RECORDS, S03°38'55"E, 328.00 FT; THENCE S87°36'17"W, 1275.78 FT TO THE POINT OF BEGINNING. CONTAINS 9.605 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. CONTAINS 9.605 ACRES.

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DATE: 4/6/2022

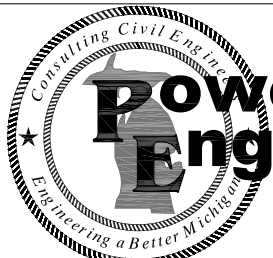


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1-800-482-7171

NOTES TO THE CONTRACTOR VARIOUS UTILITIES AND UNDERGROUND STRUCTURES ARE SHOWN ON THESE PLANS AND PROFILES. ALL INFORMATION CONCERNING ALL UTILITIES SHOWN ON THE PLANS AND PROFILES IS TAKEN FROM FIELD TOPO AND/OR AVAILABLE RECORDS, BUT THE OWNER AND ENGINEER DOES NOT GUARANTEE THEIR LOCATION/ELEVATION, OR THAT ADDITIONAL UNDERGROUND STRUCTURES OR UTILITIES MAY NOT BE ENCOUNTERED. IF THE CONTRACTOR DOES ENCOUNTER A PREVIOUSLY UNIDENTIFIED UTILITY AND/ OR STRUCTURE, OR DETERMINES THAT ONE OF THE UTILITIES / STRUCTURES SHOWN ON THESE PLANS IS INCORRECTLY LOCATED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ENGINEER FOR DIRECTION ON HOW TO PROCEED. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES. NOTIFY "MISS DIG" AT 1-800-482-7171, 72 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.

## WOODLANDS CONSERVATION EASEMENT EXHIBIT "G"

TAFT KNOLLS III, CITY OF NOVI, OAKLAND COUNTY, MI



Consulting Civil Engineers  
"Engineering A Better  
Michigan"  
**Powell  
Engineering**  
& Associates, LLC

4700 Cornerstone Dr.  
White Lake, MI 48383  
Office: 248.714.9895

Email: info@powelleng.net

DRAWN	MCS
DESIGNED	MCS
APPROVED	MCP
P.E. JOB No.	16-472
SCALE	1"=180'

# 20F2

EXHIBIT G

**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

August 16, 2024

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

**RE: Taft Knolls III JSP 19-0034**  
***Woodland Conservation Easement***

Dear Ms. McBeth:

We have received and reviewed the final executed Woodland Conservation Easement for the Taft Knolls III Development. The Conservation Easement is for the purpose of preserving remaining woodlands and woodland replacement trees on the property. The Conservation Easement is in the City's standard format. Subject to review and approval of the Exhibits by the City's Consulting Engineer, the Conservation Easement may be placed on an upcoming City Council Agenda for approval. Once approved and executed, it should be recorded with the Oakland County Register of Deeds in the usual manner.

**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

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a horizontal line. The signature is stylized and cursive.

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk  
Charles Boulard, Community Development Director  
Lindsay Bell, Planner

Barb McBeth, City Planner  
City of Novi  
August 16, 2024  
Page 2

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  
Humna Anjum, Project Engineer  
Ben Nelson, Project Engineer  
Holly Demers, Sydney Waynick, Taylor Reynolds & Ted Meadows, Spalding DeDecker  
Alyssa Craigie, Administrative Assistant  
Thomas R. Schultz, Esquire

**ENGINEERING CONSULTANT'S APPROVAL LETTER**

---

August 14, 2024

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

Re: Taft Knolls III - Planning Document Review #2  
Novi # JSP19-0034  
SDA Job No. NV22-209  
**EXHIBITS APPROVED**

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on August 07, 2024 against the current submitted plan set. We offer the following comments:

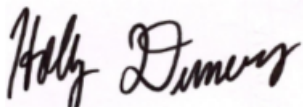
**Submitted Documents:**

1. Woodland Conservation Easement – (executed 08/01/24: exhibit dated 04/08/22)  
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**



Holly Demers  
Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker  
Ben Croy, City of Novi  
Cortney Hanson, City of Novi  
Diana Shanahan, City of Novi  
Sarah Marchioni, City of Novi  
Humna Anjum, City of Novi  
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler  
Angie Sosnowski, City of Novi  
Melissa Morris, City of Novi  
Alyssa Craigie, City of Novi  
Barb McBeth, City of Novi  
Lindsay Bell, City of Novi





Heather Zeigler, City of Novi  
Ben Nelson, City of Novi  
Dan Commer, City of Novi