

**SUBJECT:** Acceptance of a Conservation Easement from Meadowgrand, LLC for wetland and woodland conservation areas being offered as a part of JSP17-65, Jaguar Land Rover development, for property located on the southwest corner of Grand River Avenue and Meadowbrook Road, in Section 23 of the City.

**SUBMITTING DEPARTMENT:** Community Development, Planning

**BACKGROUND INFORMATION:** The applicant received site plan approval to build a 58,663 square foot car sales facility for Jaguar Land Rover on a 9.48 acre site located at the southwest corner of Grand River and Meadowbrook Road. The City Council approved the Special Development Option (SDO) Concept Plan and Agreement at their January 7, 2019 meeting. The City Council approved the Preliminary Site Plan with an SDO, a wetland permit, a woodland permit, and a stormwater management plan at their April 1, 2019 meeting.

The applicant is offering a Wetland/Woodland Conservation Easement for the purpose of preserving the remaining wetlands and the woodland replacement trees to be planted on the property. The easement area shall be perpetually preserved and maintained, in its natural and undeveloped condition, unless authorized by the City. The conservation easement plan, shown as Exhibits B and C of the easement document, graphically depicts the areas being preserved. The proposed wetland conservation area is approximately 0.75 acres and the woodland conservation area is approximately 2.06 acres.

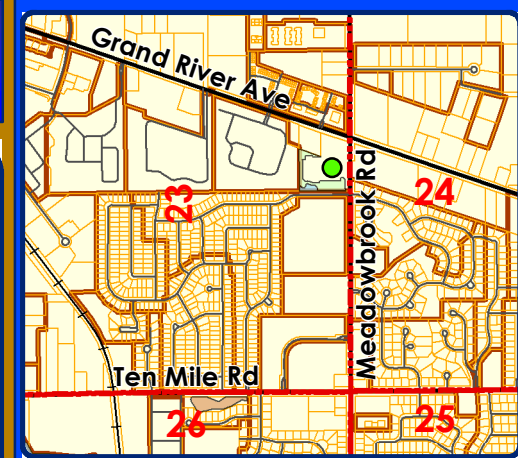
The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for consideration and acceptance by the City Council.

**RECOMMENDED ACTION:** Acceptance of a Conservation Easement from Meadowgrand, LLC for wetland and woodland conservation areas being offered as a part of JSP17-65, Jaguar Land Rover development, for property located on the southwest corner of Grand River Avenue and Meadowbrook Road, in Section 23 of the City.

## CONTEXT MAP

# JSP 17-65 Jaguar Land Rover


## Wetlands/Woodlands Conservation Easement



### Legend

**Easement Type**

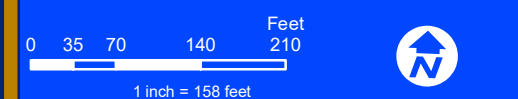
- Wetland & Woodland
- Wetland
- Woodland



### 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: Sri Komaragiri  
 Date: 01/30/2020  
 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 DRAFT CONSERVATION EASEMENT

## CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Conservation Easement") made this \_\_\_\_ day of December, 2019, by and between MEADOWGRAND, LLC, a Michigan limited liability company, whose address is 1845 S. Telegraph Road, Bloomfield Hills, MI 48302 (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 23 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 an automobile dealership development on the Property, subject to provision of an appropriate easement to permanently protect the wetland and woodland areas 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 B (the "Wetland Conservation Easement Area") and on Exhibit C (the "Woodland Conservation Easement Area"), attached hereto and made a part hereof, the second page of each contains a drawing depicting the Easement Areas. Within the Woodland Conservation Easement Area, there are newly planted trees constituting Woodland Replacement Trees.

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 granted 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 Easement Areas as shown on the attached and incorporated Exhibit B and Exhibit C. The Easement Areas shall remain in their natural and undeveloped condition, as improved with the Woodland Replacement Trees, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes, and 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 Easement 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, the City may serve written notice upon the Grantor setting forth the deficiencies ("Notice of Deficiencies") caused by Grantor's failure to carry out the responsibilities specified in this document. The Notice of Deficiencies shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, but in any event not less than thirty (30) days after Grantee's receipt of said notice, 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 curing the deficiencies. 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 the cure of the deficiencies has 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 cure such deficiencies in a manner reasonably found by the City to be appropriate. The cost and expense of making and financing such cure, 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 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 thirty (30) days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City 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 ninety (90) days after this 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.

9. This Conservation Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same instrument.

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

**GRANTOR:**

MEADOWGRAND, LLC,  
a Michigan limited liability company

By: [Signature]  
Print Name: WINFRIED DAHM  
Its: Authorized Representative

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 13th day of December, 2019, by WINFRIED DAHM, as the Authorized Representative of MEADOWGRAND, LLC, a Michigan limited liability company.

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

EDWARD C. DAWDA  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires June 7, 2020  
Acting in the County of \_\_\_\_\_

**GRANTEE:**

CITY OF NOVI,  
a Municipal Corporation

\_\_\_\_\_  
By:  
Print Name: \_\_\_\_\_  
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  
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, MI 48331

After Recording Return to:

Cortney Hanson, Clerk  
City of Novi  
45175 Ten Mile Road  
Novi, Michigan 48375



**Exhibit A**  
Legal Description of the "Property"

The land is described as follows: City of Novi, County of Oakland, State of Michigan

**Parcel 1:**

**Record Description:**

Part of the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan: Beginning at a point distant North 89 degrees 58 minutes 54 seconds West 669.86 feet and North 00 degrees 32 minutes 05 seconds East 227.42 feet from the East 1/4 corner; thence North 00 degrees 32 minutes 05 seconds East 321.46 feet; thence South 70 degrees 37 minutes 26 seconds East 300 feet; thence North 00 degrees 32 minutes 05 seconds East 321.43 feet; thence South 70 degrees 37 minutes 26 seconds East 407.28 feet; thence South 00 degrees 29 minutes 39 seconds West 363.23 feet; thence North 89 degrees 30 minutes 21 seconds West 167 feet; thence North 83 degrees 24 minutes 25 seconds West 50.27 feet; thence North 89 degrees 27 minutes 55 seconds West 125.65 feet; thence South 00 degrees 32 minutes 05 seconds West 56.43 feet; thence North 89 degrees 27 minutes 55 seconds West 327 feet to beginning.

**Survey Description (PEA Inc. Job No. 2017-176 dated July 17, 2019):**

Part of the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan: Commencing at a point distant North 89 degrees 58 minutes 54 seconds West 669.71 feet and North 00 degrees 44 minutes 48 seconds East 227.42 feet from the East 1/4 corner to the POINT OF BEGINNING; thence North 00 degrees 44 minutes 48 seconds East 320.72 feet; thence South 70 degrees 37 minutes 26 seconds East 297.70 feet; thence North 00 degrees 32 minutes 05 seconds East 321.43 feet to the south line of Grand River Ave; thence along said south line South 70 degrees 37 minutes 26 seconds East 407.28 feet to the east line of Section 23 and the centerline of Meadowbrook Road; thence along said east line South 00 degrees 29 minutes 39 seconds West 363.23 feet; thence North 89 degrees 30 minutes 21 seconds West 167.00 feet; thence North 83 degrees 24 minutes 25 seconds West 50.27 feet; thence North 89 degrees 27 minutes 55 seconds West 125.65 feet; thence South 00 degrees 32 minutes 05 seconds West 56.43 feet; thence North 89 degrees 27 minutes 55 seconds West 326.01 feet to the POINT OF BEGINNING.

**Parcel 2:**

**Record Description:**

Part of the Northeast 1/4, Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Commencing at the East 1/4 corner of said Section 23 for a point of beginning; thence North 89 degrees 58 minutes 54 seconds West 669.86 feet along the East and West 1/4 line of said Section 23 and the Northerly line of Meadowbrook Glens Subdivision No. 3, as recorded in Uber 145 of Plats, Pages 1, 2, 3 and 4, Oakland County Records; thence North 00 degrees 32 minutes 05 seconds East, 227.42 feet; thence South 89 degrees 27 minutes 55 seconds East, 327.00 feet; thence North 00 degrees 32 minutes 05 seconds

East, 56.43 feet; thence South 89 degrees 27 minutes 55 seconds East, 125.65 feet; thence South 83 degrees 24 minutes 25 seconds East, 50.27 feet; thence South 89 degrees 30 minutes 21 seconds East, 167.00 feet to the East line of said Section 23 and the centerline of Meadowbrook Road; thence South 00 degrees 29 minutes 39 seconds West, 272.63 feet, along the East line of said Section 23 and the centerline of said Meadowbrook Road to the point of beginning.

Survey Description (PEA Inc. Job No. 2017-176 dated July 17, 2019):

Part of the Northeast 1/4, Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: BEGINNING at the East 1/4 corner of said Section 23; thence North 89 degrees 58 minutes 54 seconds West 669.71 feet along the East and West 1/4 line of said Section 23 and the Northerly line of Meadowbrook Glens Subdivision No. 3, as recorded in Uber 145 of Plats, Pages 1, 2, 3 and 4, Oakland County Records; thence North 00 degrees 44 minutes 48 seconds East 227.42 feet; thence South 89 degrees 27 minutes 55 seconds East, 326.01 feet; thence North 00 degrees 32 minutes 05 seconds East, 56.43 feet; thence South 89 degrees 27 minutes 55 seconds East, 125.65 feet; thence South 83 degrees 24 minutes 25 seconds East, 50.27 feet; thence South 89 degrees 30 minutes 21 seconds East, 167.00 feet to the East line of said Section 23 and the centerline of Meadowbrook Road; thence South 00 degrees 29 minutes 39 seconds West, 272.63 feet along the East line of said Section 23 and the centerline of said Meadowbrook Road to the POINT OF BEGINNING.

As Surveyed Description I PEA. Inc. Job No. 2017-176 dated July 17, 2019). Combined Parcels 1 and 2:

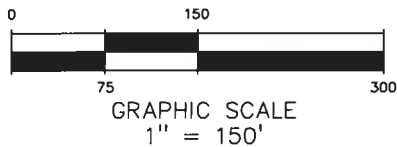
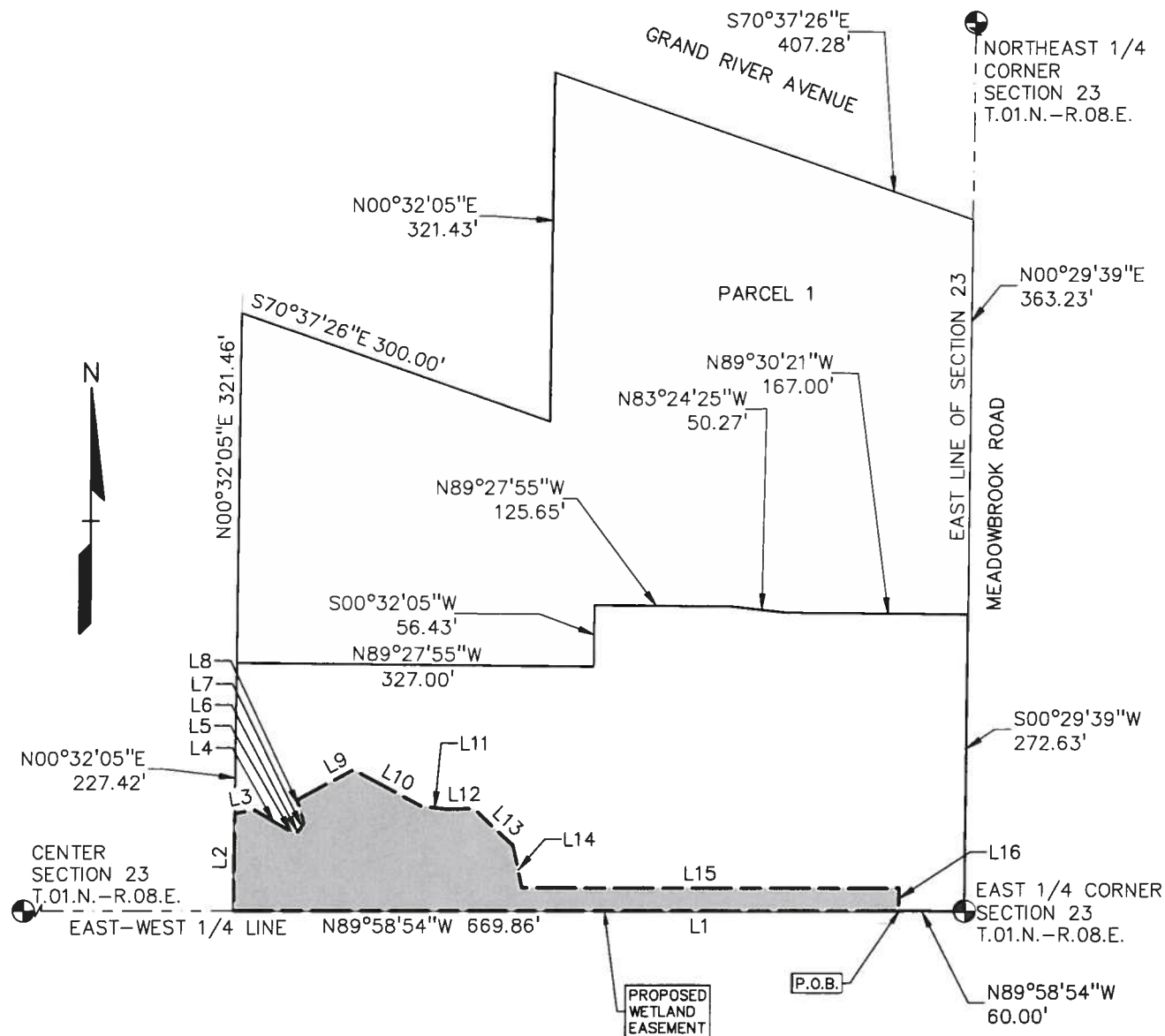
Part of the Northeast 1/4, Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Beginning at the East 1/4 corner of said Section 23; thence N89°58'54"W 669.71 feet along the East and West 1/4 line of said Section 23, the northerly line of Cherry Hill Road (80 feet wide), and the northerly line of Meadowbrook Glens Subdivision No. 3, as recorded in Uber 145 of Plats, Pages 1, 2, 3 and 4, Oakland County Records; thence N00°44'48"E 548.14 feet; thence S70°37'26"E 297.70 feet; thence N00°32'05"E 321.43 feet; thence S70°37'26"E 407.28 feet along the southerly right-of-way line of Grand River Avenue (100 feet wide); thence S00°29'39"W, 635.86 feet along the East line of said Section 23 and the centerline of said Meadowbrook Road to the Point of Beginning.

**Exhibit B**

Legal Description of the "Wetland Conservation Easement Area"

An area of land being part of the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan: Commencing at the East 1/4 of said Section 23, thence N89°58'54"W along the East-West 1/4 line of said Section 23, 60.00 feet to the Point of Beginning; thence N89°58'54"W continuing along the East-West line of said Section 23, 609.86 feet; thence N00°32'05"E along the West line of Parcel 2, 89.13 feet; thence N80°00'41"E, 18.28 feet; thence S59°34'56"E, 37.22 feet; thence S69°39'09"E, 5.88 feet; thence N45°49'23"E, 4.34 feet; thence N34°11'10"E, 7.14 feet; thence N16°15'02"W, 22.33 feet; thence N61°40'26"E, 58.24 feet; thence S61°56'00"E, 70.38 feet; thence S82°55'53"E, 22.97 feet; thence N88°55'48"E, 25.50 feet; thence S47°10'45"E, 49.48 feet; thence S12°05'53"E, 39.90 feet; thence S89°56'48"E, 346.41 feet to a point on a line lying 60 feet West, and parallel to, the East line of said Section 23; thence S00°29'39"W along a line lying 60 feet West, and parallel to, the East line of said Section 23, 21.18 feet to the East-West line of said Section 23 also known as the Point of Beginning. Covering 0.75 acres of land more or less.

# EXHIBIT B WETLAND EASEMENT SKETCH



CLIENT:  
**ERHARD MOTOR SALES INC.**  
 1845 S. TELEGRAPH  
 BLOOMFIELD HILLS, MICHIGAN 48302

SCALE: 1" = 150'  
 DATE: 04/23/2019

JOB No: 2017-176  
 DWG. No: 3 of 3

**PEA, Inc.**  
 2430 Rochester Ct., Ste. 100  
 Troy, MI 48063-1872  
 t: 248.689.9090  
 f: 248.689.1044  
 www.peainc.com

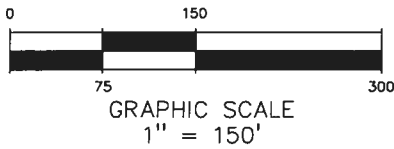
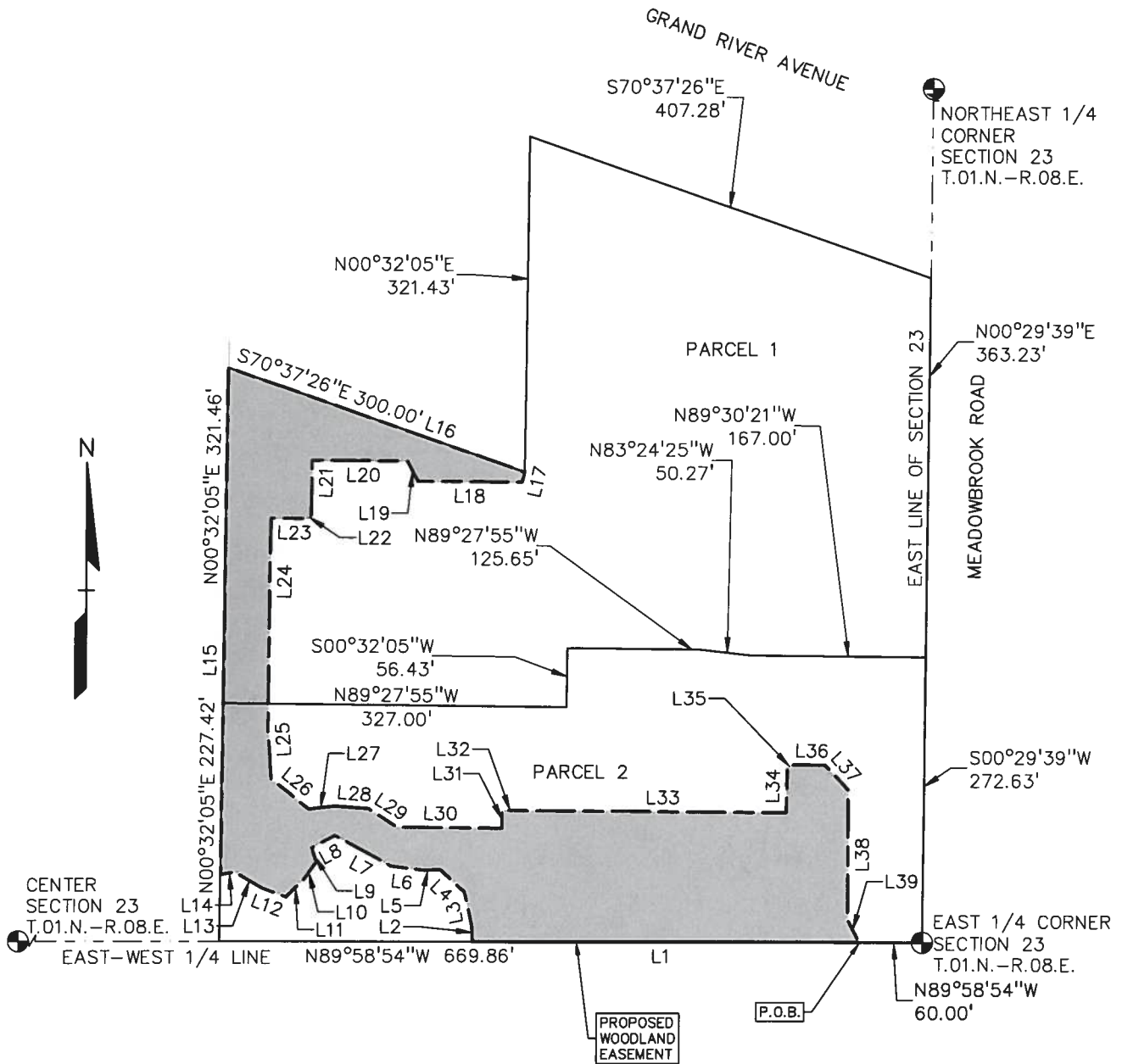
**Exhibit C**

Legal Description of the "Woodland Conservation Easement Area"

An area of land being part of the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan: Commencing at the East 1/4 of said Section 23, thence N89°58'54"W along the East-West 1/4 line of said Section 23, 60.00 feet to the Point of Beginning; thence N89°58'54"W continuing along the East-West line of said Section 23, 369.59 feet; thence N02°37'00"W, 14.13 feet; thence N12°05'53"W, 34.07 feet; thence N47°10'45"W, 31.50 feet; thence S88°55'48"W, 17.20 feet; thence N83°05'47"W, 30.08 feet; thence N61°42'37"W, 61.05 feet; thence S61°40'26"W, 24.51 feet; thence S16°15'02"E, 13.88 feet; thence S34°11'10"W, 21.46 feet; thence S45°49'23"W, 22.67 feet; thence N69°48'12"W, 23.51 feet; thence N59°34'56"W, 30.53 feet; thence S79°50'21"W, 13.55 feet to the west line of Parcel 2; thence N00°30'34"E along the west line of Parcel 2 and Parcel 1, 485.20 feet; thence S70°37'26"E along the North line of Parcel 1, 300.00 feet; thence S13°16'05"W, 10.01 feet; thence N89°29'47"W, 100.00 feet; thence N27°15'27"W, 21.47 feet; thence N89°29'49"W, 91.00 feet; thence S00°30'11"W, 52.51 feet; thence S48°37'59"W, 5.21 feet; thence N89°31'56"W, 34.12 feet; thence S00°30'11"W, 201.00 feet; thence S03°59'29"E, 48.37 feet; thence S51°00'36"E, 46.00 feet; thence N83°08'00"E, 24.89 feet; thence S85°22'58"E, 32.51 feet; thence S57°18'05"E, 31.91 feet; thence S89°29'49"E, 100.00 feet; thence N00°30'11"E, 17.00 feet; thence S89°29'49"E, 10.00 feet; thence S89°36'24"E, 261.58 feet; thence N01°10'15"E, 42.89 feet; thence N45°30'11"E, 4.24 feet; thence S89°29'49"E, 33.00 feet; thence S42°52'08"E, 33.09 feet; thence S00°03'12"W, 124.15 feet; thence S27°25'11"E, 23.88 feet to a point on the East-West 1/4 line of said Section 23 also known as the Point of Beginning. Covering 2.06 acres of land more or less.

# EXHIBIT C

## WOODLAND EASEMENT SKETCH



CLIENT:  
**ERHARD MOTOR SALES INC.**  
 1845 S. TELEGRAPH  
 BLOOMFIELD HILLS, MICHIGAN 48302

SCALE: 1" = 150'

JOB No: 2017-176

DATE: 04/23/2019

DWG. No: 4 of 4

**PEA, Inc.**

2430 Rochester Ct., Ste. 100  
 Troy, MI 48063-1872  
 t: 248.689.9090  
 f: 248.689.1044  
 www.peainc.com

**ATTORNEY REVIEW**

ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

January 17, 2020

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

**RE: Jaguar Land Rover JSP 17-65  
*Woodland and Wetland Conservation Easement***

Dear Ms. McBeth:

We have received and reviewed the final executed Conservation Easement for wetlands and woodlands for the Jaguar Land Rover Development. The Conservation Easement is for the purpose of preserving the remaining wetlands and woodland replacement trees 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  
Charles Boulard, Community Development Director  
Sri Komaragiri, Planner  
Lindsay Bell, Planner  
Madeleine Kopko, Planning Assistant  
Angie Sosnowski, Community Development Bond Coordinator  
Kate Richardson, Plan Review Engineer  
Victor Boron, Civil Engineer  
Sarah Marchioni, Community Development Building Project Coordinator  
Michael Freckelton, Taylor Reynolds and Ted Meadows, Spalding DeDecker  
Sue Troutman, City Clerk's Office  
Dana Kreis Glencer, Esquire  
Thomas R. Schultz, Esquire



## ENGINEERING CONSULTANT REVIEW

July 22, 2019

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

Re: Jaguar Land Rover - Document Review  
Novi # JSP17-0065  
SDA Job No. NV19-213  
**INITIAL DOCUMENTS APPROVED**

Dear Ms. McBeth,

We have reviewed the following document package received by our office on June 3, 2019 against the submitted plan set. We offer the following comments:


**Submitted Documents:**

1. **Wetland Conservation Easement** – (unexecuted: Exhibit B dated 04/23/19) Legal Description Approved.
2. **Woodland Conservation Easement** – (unexecuted: Exhibit C dated 04/23/19) Legal Description 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**



Taylor E. Reynolds, P.E.  
Senior Project Engineer

Cc (via Email): Lindsay Bell, City of Novi  
Sri Komaragiri, City of Novi  
Sarah Marchioni, City of Novi  
Kate Richardson, City of Novi  
Beth Saarela, City of Novi  
Hannah Smith, City of Novi