



CITY of NOVI CITY COUNCIL

www.cityofnovi.org

Agenda Item L
July 23, 2007

SUBJECT: Acceptance of Conservation Easement for Beck North Corporate Park Phase 1, Unit 24, located on the north side of Peary Court, east of Hudson Drive, covering .22 acres of woodlands.

SUBMITTING DEPARTMENT: Community Development Department – Planning *Beck*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

On September 9, 2005, the petitioner, DeVange Investments, received Final Site Plan approval for a proposed light industrial / office building on Lot 24 in Beck North Corporate Park, SP 05-13. The Planning Commission had previously approved the Preliminary Site Plan for an 8600 square foot light industrial / office building, which included the preservation of a small wooded area along the northern property line of the site.

The conservation easement covers a total of approximately .22 acres, which represents 22% of the site. Exhibit B graphically depicts the areas being preserved. The easement covers a portion of a larger woodland complex that traverses multiple properties in the area.

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

RECOMMENDED ACTION: Acceptance of Conservation Easement for Beck North Corporate Park Phase 1, Unit 24, located on the north side of Peary Court, east of Hudson Drive, covering .22 acres of woodlands.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

City Attorney Review Letter

July 9, 2007

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Elizabeth M. Kudla
Director: 248-539-2816
bkudla@secretwardle.com

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

**Re: Beck North – Unit 24
Conservation Easement
Our File No: 660043. NOV1**

Dear Ms. McBeth:

We have reviewed and approved the Conservation Easement pertaining to the Beck North – Unit 24 Property, a copy of which is enclosed. The Conservation Easement provides for the protection, in perpetuity of certain woodland areas on the subject property. The terms of the Conservation Easement are sufficient for these purposes. Subject to the City Woodland Consultant's approval of the exhibits, the Conservation Easement may be placed on an upcoming City Council Agenda for acceptance. The original Conservation Easement is in the City's possession.

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

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosure

C: Maryanne Cornelius, Clerk (w/Enclosure)
Mark Spencer, Planner (w/Enclosure)
Bradley J. Knickerbocker, Esquire (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

C:\N:\Portbl\manage\BKUDLA\950951_1.DOC

Conservation Easement and Exhibits

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 7 day of ~~June~~^{July}, 2007, by and between Blue Pond, LLC whose address is 143 Cady Center Street, Suite 235, Northville, MI 48167 (hereafter 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 speculative industrial development on the Property, subject to provision of an appropriate easement to permanently protect, preserve and maintain certain woodlands contained therein 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, 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 acknowledge, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon the Grantor, 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 permanently protect the woodlands 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 woodlands 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, operation, or 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 woodland 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 the 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 cost 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 cost 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 as to the property and shall accrue interest and penalties, and be collected as and 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 cost and expenses may be collected by suit initiated against the Grantor and, in such event, the Grantor shall pay all court cost 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(26)(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:

BLUE POND, LLC, a Michigan limited liability company

By: SPYING BIRD, INC., Managing Member

By: [Signature]
Thaddeus Coats
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 9th day of July, 2007, by Thaddeus Coats, President of Spying Bird, Inc., which entity executed this Instrument as the Managing Member of Grantor, Blue Pond, LLC.

[Signature]

, Notary Public

County of Wayne
My Commission Expires: 1/10/2011
Acting in Wayne County, Michigan

DEBORAH A. BRUYLES
Notary Public, Wayne County, Michigan
Acting in Wayne County
My Commission Expires January 10, 2011

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 June, 2007, by, _____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted by:
Bradley J. Knickerbocker
Howard & Howard Attorneys, PC
101 N. Main Street, Suite 300
Ann Arbor, MI 48104

When recorded return to:
Maryanne Cornelius, Clerk
City of Novi
45175 W. Ten Mile
Novi, MI 48375

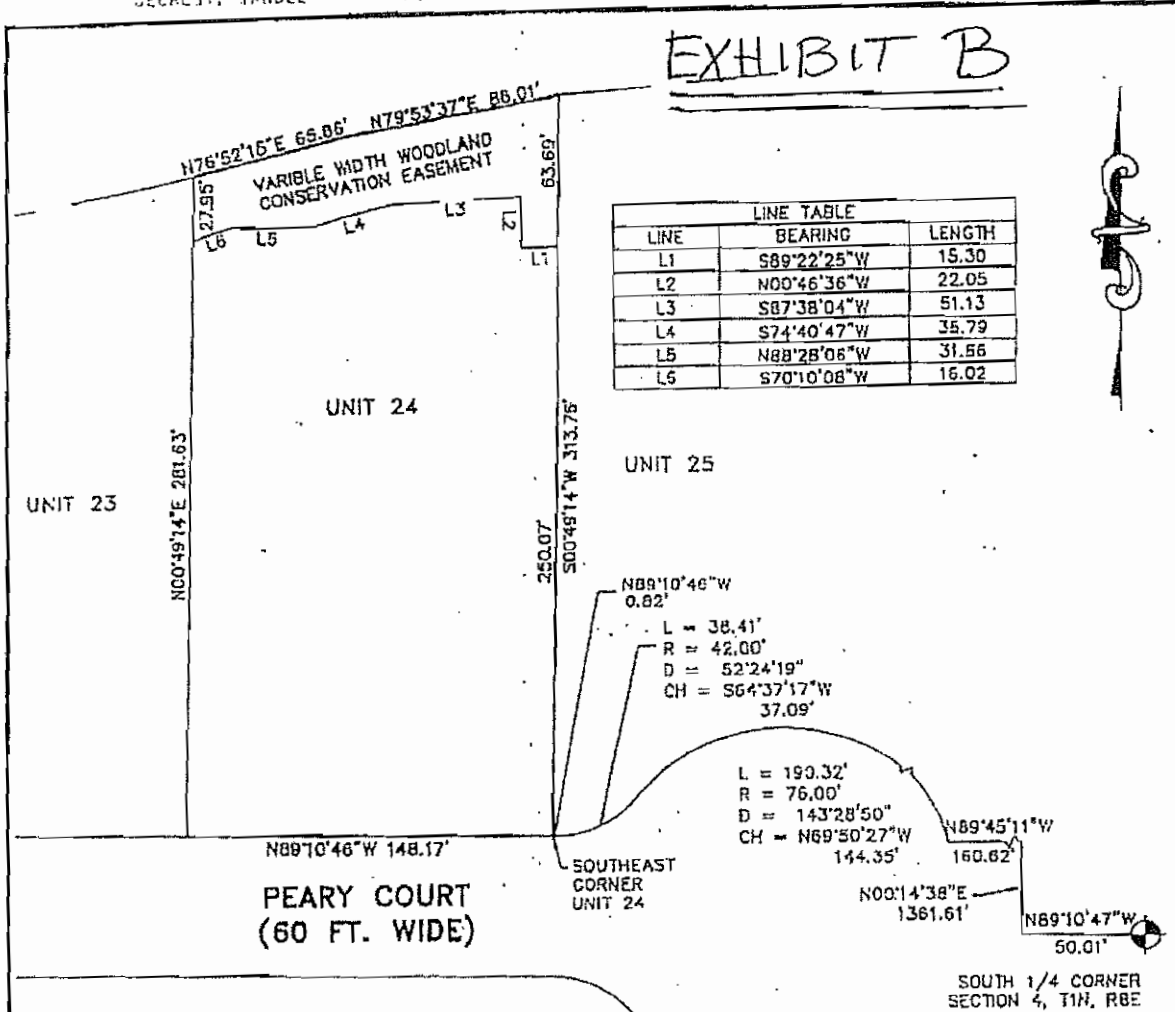
EXHIBIT A

Land situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

Unit 24 of BECK, NORTH CORPORATE PARK-NOVI, a Condominium according to the Consolidated Master Deed thereof recorded in Liber 29298, page 637, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 1264, and First Amendment recorded in Liber 31608, page 491 and Second Amendment recorded in Liber 36625, page 450, together with an undivided interest in the common elements of said condominium as set forth in said Master Deed and as described in Act 59 of the Public Acts of MI of 1978, as amended.
Tax Item No. 22-04-378-017

Tax Parcel Number: 22-04-378-017

EXHIBIT B



DESCRIPTION OF A VARIABLE WIDTH WOODLAND CONSERVATION EASEMENT
 Commencing at the Southeast corner of Unit 24, "Beck North Corporate Park—Novi", Replat No. 2 of Oakland County Condominium Subdivision Plan No. 1264, being part of the Southwest 1/4 of Section 4, T1N, R8E, City of Novi, Oakland County, Michigan; thence N00°49'14"E 250.07 feet along the East line of said Unit 24 to the POINT OF BEGINNING; thence S89°22'25"W 15.30 feet; thence N00°46'36"W 22.05 feet; thence S87°38'04"W 51.13 feet; thence S74°40'47"W 35.79 feet; thence N88°28'06"W 31.86 feet; thence S70°10'08"W 16.02 feet; thence N00°49'14"E 27.95 feet to the North line of said Unit 24; thence along said North line the following two courses: N76°52'15"E 65.66 feet and N79°53'37"E 86.01 feet; thence S00°49'14"W 63.69 feet to the Point of Beginning.

ALPINE ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 45822 WEST ROAD
 SUITE 109
 NOVI, MICHIGAN 48377
 (248) 926-3701 (BUS)
 (248) 928-3765 (FAX)

CLIENT: DEVANGE INVESTMENTS, L.L.C.	DATE: 5/26/05
CONSERVATION ESMT.	DRAWN BY: DGF
UNIT 24 BECK NORTH CORP PARK	CHECKED BY: GLM
SECTION: 4 TOWNSHIP: 1 N RANGE: 8 E	0 30 60
CITY OF NOVI OAKLAND COUNTY MICHIGAN	1
	04-239
	SCALE HOR 1"=60 FT. VER 1"=--- FT.

Site Plan

ZONED I-1

N79°53'37"E 86.01'

N76°52'15"E 66.66'

PROP. VARIABLE WIDTH WOODLAND CONSERVATION EASEMENT

40.0' REAR SETBACK

36.9'

20.0' SIDE SETBACK

20.0' SIDE SETBACK

PROP. BITUMINOUS PAVING, TYP.

PROP. VARIABLE WIDTH INGRESS/EGRESS EASEMENT

PROP. DUMP SCREEN WALL (EXTERIOR)

UNIT 24
1.02 ACRES
"VACANT"
ZONED I-1

PROP. 10' X 66' LOADING ZONE

PROP. GUARD POST, TYP.

PROP. 6" CONC. CURB AND GUTTER

UNIT 23
ZONED I-1

N00°49'14"E 281.63'

PROP. BUILDING
8,580 SQ. FT.
FF 950.00

PROP. DOOR, TYP.

S00°49'14"W 313.76'

1.45' (10.8' x 7.9')

20.5'

130.0'

66.0'

8.0'

24.0'

19.0'

10.7'

PROP. LIGHT POLE

PROP. BARRIER FREE SIGN

PROP. CONCRETE SIDEWALK

PROP. 20.0' WIDE SANITARY SEWER EASEMENT

589.10' (40.8' x 14.4')

40.0' FRONT SETBACK

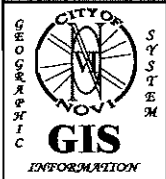
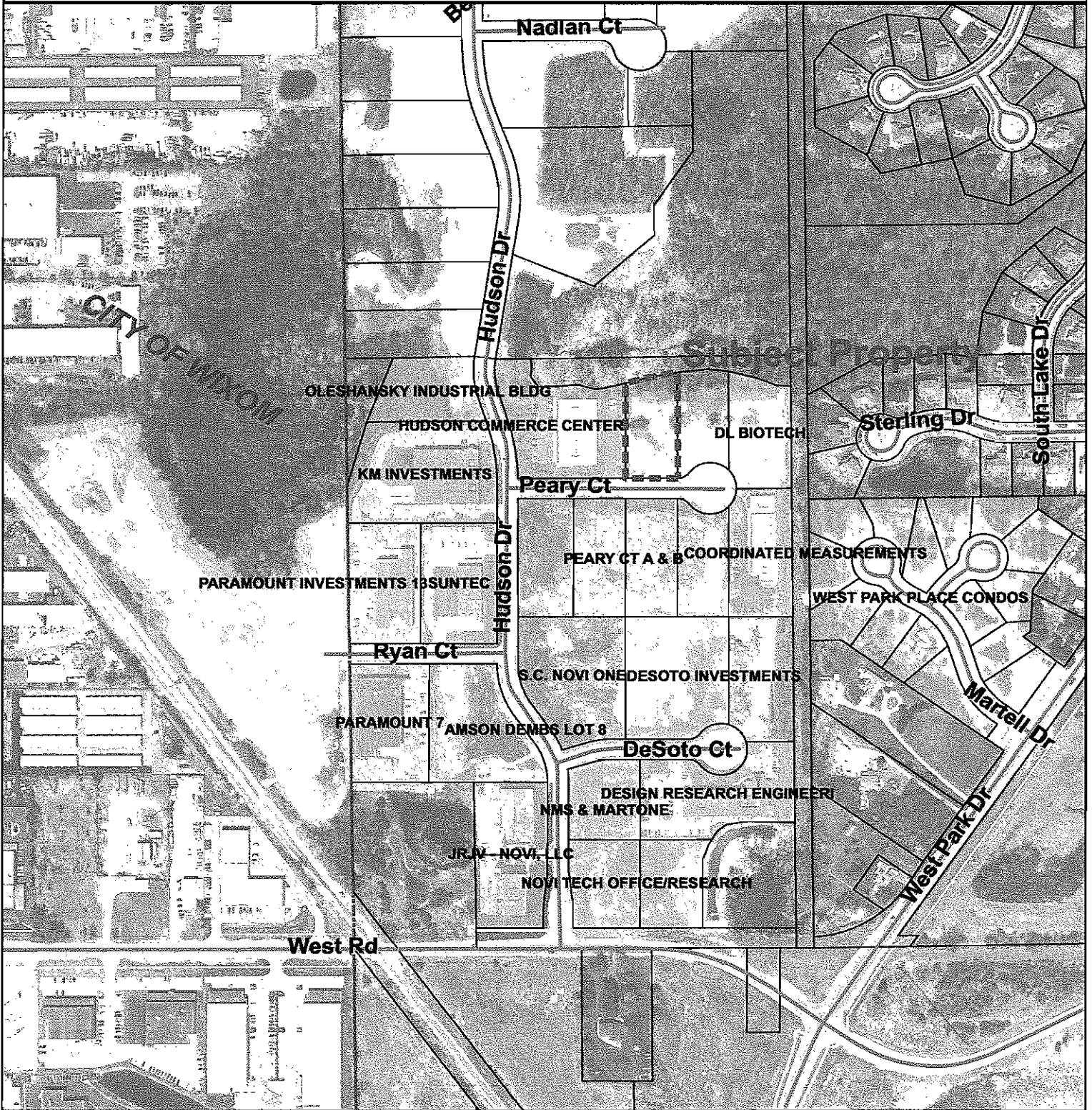
N89°10'46"W 148.17'

30'R

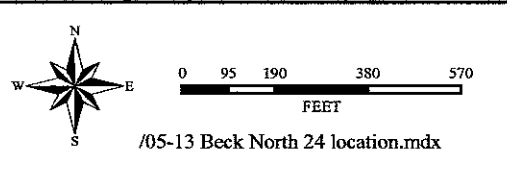
30'R

Location Map

Beck North Unit 24 Location



CITY OF NOVI PLAN REVIEW CENTER
PRODUCED BY MARK SPENCER
12/5/06
NOVI CITY HALL/CIVIC CENTER
45175 W. TEN MILE ROAD
NOVI, MI 48375-3024
(248) 347-3475
WWW.CLNOVIMLUS



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.