



CITY OF NOVI CITY COUNCIL
FEBRUARY 24, 2025

SUBJECT: Acceptance of a Conservation Easement associated with PWD 24-0016 Primrose Daycare and Swim School, for property in Section 27, located west of Novi Road, and south of Ten Mile Road.

SUBMITTING DEPARTMENT: Community Development, Planning

KEY HIGHLIGHTS:

- The Planning Commission approved a Woodland Permit to allow the construction of a daycare center and swim school.
- The City Council is asked to accept a conservation easement to protect woodland replacement trees.

BACKGROUND INFORMATION:

The applicant, EIG14T (Eight-Fourteen), requested approval of a Woodland Use Permit, PWD24-0016, associated with the development of a daycare and swim school. The applicant proposed the removal of three regulated woodland trees for the installation of a stormwater outfall associated with this project. The regulated tree removal requires four woodland replacement credits and four replacement trees will be provided. The Planning Commission approved the Permit on July 12, 2023.

The applicant is offering a Conservation Easement for the purpose of protecting remaining woodland trees and replacements. 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 proposed conservation area, shown in Exhibit B of the easement document, illustrates two easement areas, each approximately 800 square feet.

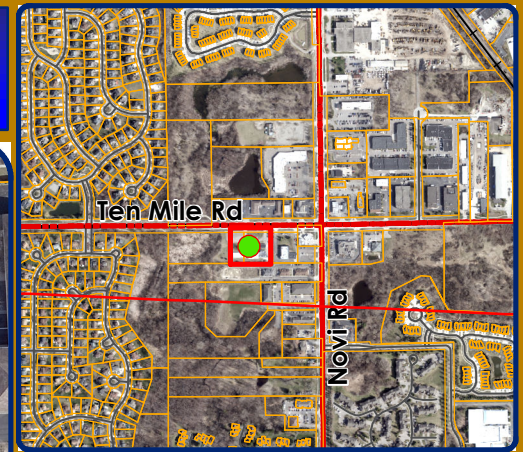
The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of a Conservation Easement associated with PWD24-0016 Primrose Daycare and Swim School, for property in Section 27, located west of Novi Road, and south of Ten Mile Road.


MAP
Conservation
Easement
Location Map

Primrose Daycare and Swim School Conservation Easement

LOCATION



Legend

 Subject Area



City of Novi

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

Map Author: Dan Commer
Date: 2/4/25
Project: Primrose Daycae and Swim School
Conservation Easement
Version #: 1

0 25 50 100 150 Feet

1 inch = 119 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.

EXECUTED CONSERVATION EASEMENT

WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this ____ day of _____, 2024, by and between EIG14T SS MI NOVI LLC, a Michigan limited liability company, whose address is 1695 Twelve Mile Road, Suite 100, Berkley, MI 48072 (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 27 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 swim school development on the Property, subject to provision of an appropriate easement to permanently protect the remaining woodland areas and/or woodland replacement trees 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 and depicted on Exhibit C, attached hereto and made a part hereof.

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 woodland areas and/or woodland replacement trees as shown on the attached and incorporated Exhibit C. 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 remaining woodland areas and/or woodland replacement 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. No buildings or decks may encroach into the woodlands or buffer 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 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, replace and/or maintain the remaining woodland areas and/or woodland replacement trees in reasonable order and condition, in accordance with the final approved site plan for the Property, 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

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
Rosati, Schultz, Joppich & Amtsbeuchler, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

After Recording, Return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

EXHIBIT A
PARCEL LEGAL DESCRIPTION

PARCEL 2: 50-22-27-200-088

Part of the East 1/2 of the Northeast 1/4 Section 27, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; Commencing at the Northeast corner of said Section 27; thence along the North line of Section 27 North 89 degrees 33 minutes 00 seconds West 675.59 feet; thence South 00 degrees 20 minutes 00 seconds West 60.00 feet to the Point of Beginning; thence South 00 degrees 20 minutes 00 seconds West 265.77 feet; thence North 89 degrees 33 minutes 00 seconds West 657.01 feet; thence North 00 degrees 40 minutes 27 seconds East 265.77 feet to a point on the Southerly right-of-way line of Ten Mile Road (60-foot wide half right-of-way); thence along said line South 89 degrees 33 minutes 00 seconds East 655.43 feet to the Point of Beginning. Containing 4.00-acres more or less subject to right-of-ways, easements, agreements, and restriction of record if any.

EXHIBIT "B"
LEGAL DESCRIPTION OF WOODLAND CONSERVATION EASEMENTS

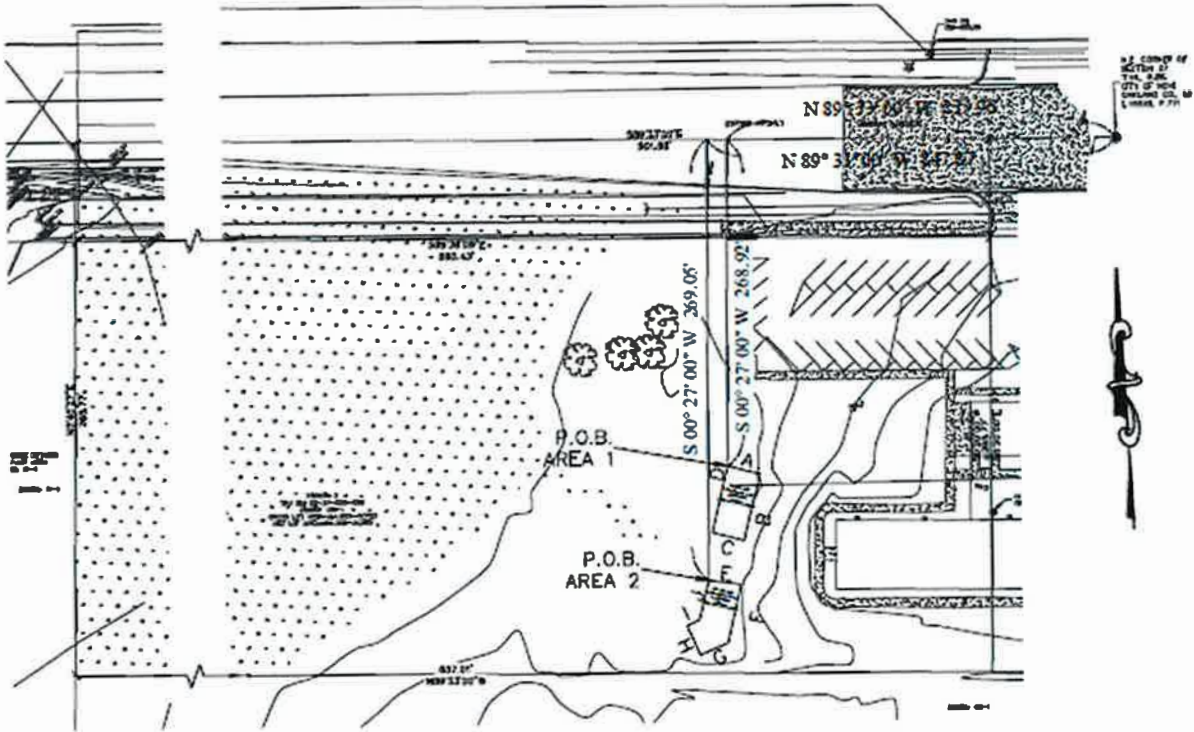
LEGAL DESCRIPTION OF AREA 1 EASEMENT:

Part of the East 1/2 of the Northeast 1/4 Section 27, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; Commencing at the Northeast corner of said Section 27; thence along the North line of Section 27 North 89 degrees 33 minutes 00 seconds West, 835.96 feet; thence South 00 degrees 27 minutes 00 seconds West, 199.37 feet to the Point of Beginning of this easement; thence South 75 degrees 25 minutes 53 seconds East, 20.01 feet; thence South 13 degrees 02 minutes 07 seconds West, 21.01 feet; thence South 14 degrees 34 minutes 13 seconds West, 20.61 feet; thence North 75 degrees 25 minutes 31 seconds West, 20.00 feet; thence North 13 degrees 47 minutes 00 seconds East, 41.66 feet to the Point of Beginning.

LEGAL DESCRIPTION OF AREA 2 EASEMENT:

Part of the East 1/2 of the Northeast 1/4 Section 27, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; Commencing at the Northeast corner of said Section 27; thence along the North line of Section 27 North 89 degrees 33 minutes 00 seconds West, 848.13 feet; thence South 00 degrees 27 minutes 00 seconds West, 268.96 feet to the Point of Beginning of this easement; thence South 82 degrees 33 minutes 19 seconds East, 20.00 feet; thence South 07 degrees 26 minutes 51 seconds West, 3.86 feet; thence South 13 degrees 37 minutes 36 seconds West, 32.79 feet; thence South 65 degrees 59 minutes 16 seconds West, 17.57 feet; thence South 78 degrees 47 minutes 17 seconds West, 0.86 feet; thence North 23 degrees 59 minutes 36 seconds West, 20.52 feet; thence North 78 degrees 46 minutes 43 seconds East, 3.17 feet; thence North 66 degrees 00 minutes 39 seconds East, 5.47 feet; thence North 13 degrees 36 minutes 46 seconds East, 21.88 feet; thence North 07 degrees 35 minutes 41 seconds East, 2.77 feet to the Point of Beginning.

EXHIBIT "C"
VISUAL DEPICTION OF WOODLAND CONSERVATION EASEMENT



DISTANCES & BEARINGS		
AREA 1	DISTANCE (FEET)	BEARING
A	20.01	S 75° 25' 53" E
B	41.66	S 13° 47' 40" W
C	20.00	N 75° 25' 51" W
D	41.66	N 13° 47' 00" E
AREA 2		
E	20.00	S 82° 33' 19" E
F	36.63	S 12° 58' 37" W
G	18.41	S 66° 34' 48" W
H	19.82	N 23° 59' 36" E
I	8.56	N 66° 00' 39" E
J	24.62	N 13° 30' 59" E

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

December 6, 2024

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

**RE: Primrose Daycare and Swim School JSP22-53
Woodland Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed the following documents for the Primrose Daycare Development:

- Original Woodland Conservation Easement – Swim School Parcel (***Approved***)
- Title Commitments

We have the following comments:

We have received and reviewed the original executed Woodland Conservation Easement for the Primrose Daycare and Swim School Development. The Woodland Conservation Easement is in the City's standard format to preserve remaining woodlands and replacement trees within the development. The Conservation Easement exhibits have been reviewed and approved by the City's Consulting Engineer. A title search showing current ownership of the property has been provided. The Woodland Conservation Easement may be placed on an upcoming City Council Agenda for acceptance.

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.

Barb McBeth, City Planner
City of Novi
December 6, 2024
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Dan Commer, Planner
Diana Shanahan, Planner
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Ben Croy, City Engineer
Humna Anjum, Project Engineer
Ben Nelson, Project Engineer
Millad Alesmail, Project Engineer
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Alyssa Craigie, Administrative Assistant
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT'S APPROVAL LETTER

November 19, 2024

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

Re: Primrose Daycare and Swim School - Planning Document Review #5
Novi # JSP22-530
SDA Job No. NV24-204
APPROVED.

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on 11-18-2024 against the current submitted plan set. We offer the following comments:

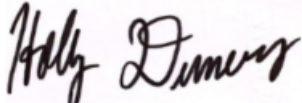
Submitted Documents:

1. Woodland Conservation Easement – (executed: exhibit received 11-18-2024)
Exhibits A – C - 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