



**CITY OF NOVI CITY COUNCIL**  
**AUGUST 10, 2020**

**SUBJECT:** Acceptance of a Conservation Easement from CA Senior Novi MI Property Owner, LLC, for woodland conservation areas being offered as a part of JSP17-66, Novi Senior Community Project, for property located at 42400 Twelve Mile Road.

**SUBMITTING DEPARTMENT:** Community Development, Planning

**BACKGROUND INFORMATION:** The applicant received site plan approval to build a Senior Living Care Facility on a 9.72 acre site located at 42400 Twelve Mile Road. The Planning Commission approved a preliminary site plan, a wetland permit, a woodland permit, and the stormwater management plan at their February 7, 2018 meeting. The project is nearing completion.

The applicant is offering a Woodland Conservation Easement for the purpose of preserving the remaining woodlands 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 woodland conservation area is approximately 2.12 acres and the woodland replacement tree area(s) is approximately 0.47 acres.

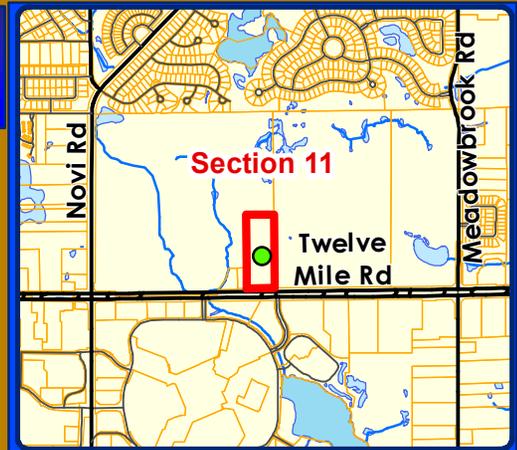
The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for consideration and acceptance by the City Council.

**RECOMMENDED ACTION:** Acceptance of a Conservation Easement from CA Senior Novi MI Property Owner, LLC for wetland and woodland conservation areas being offered as a part of JSP17-66, Novi Senior Community Project, for property located 42400 Twelve Mile Road, in Section 11 of the City.

## CONTEXT MAP

# JSP17-66 Novi Senior Community Project

## Woodland Conservation Easement



### LEGEND

-  Subject Property
-  Conservation Easement

### 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: Christian Carroll  
Date: 7/22/2020  
Project: Novi Senior Community  
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

## WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Agreement") made this 14<sup>th</sup> day of July, 2020, by and between CA Senior Novi MI Property Owner, LLC, a Delaware limited liability company, whose address is 130 E Randolph St., Suite 2100, Chicago, IL 60601 (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 11 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 senior living 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 "Conservation Easements") situated on the Property are more particularly described on Exhibits B and C, 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 Grantee, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the Grantee, 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 B. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the Grantee, 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 remaining woodland areas and/or woodland replacement trees and/or vegetation within the Conservation Easement, 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 Conservation Easement.

3. No grass or other vegetation shall be planted in the Conservation Easement after the date of this Agreement with the exception of plantings approved, in advance, by the Grantee in accordance with all applicable laws and ordinances.

4. This Agreement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Conservation Easements, 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 Conservation Easements to determine whether the Conservation Easements 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 Agreement, 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, Grantee 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 Grantee 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, Grantee 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 Grantee to be appropriate. The cost and expense of making and financing such maintenance and/or preservation including the cost of notices by the Grantee and reasonable out-of-pocket legal fees incurred by Grantee, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor. Grantee 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 Grantee, 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 Grantee, 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 out-of-pocket attorney fees incurred by the Grantee in connection with such suit.

6. Within ninety (90) days after this Agreement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Conservation Easements and describing its protected purpose, as indicated herein.

7. This Agreement has been made and given for a consideration of a value less than One Hundred Dollars (\$100.00), 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 456(5)(a).

8. Grantor shall state, acknowledge and/or disclose the existence of this Agreement as of the day and year first above set forth.

9. This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. Signature pages may be detached from separate counterparts and combined into a single counterpart.

*[signature pages follow]*

GRANTOR

CA Senior Novi MI Property Owner, LLC, a Delaware limited liability company

By: 

Name: Ben Burke

Its: Authorized Signatory

STATE OF Illinois )

) ss.

COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 2020, by Ben Burke, as the Authorized Signatory of CA Senior Novi MI Property Owner, LLC, a Delaware limited liability company, on its behalf.





Notary Public

Acting in Cook County

My Commission Expires:

12/3/23

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

EXHIBIT A

Parcel A:

as recorded:

A parcel of land located in and being a part of the Southwest 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and being more particularly described as follows: Commencing at a point of beginning 386.70 feet North 00 degrees 15 minutes 02 seconds East from the South 1/4 corner of Section 11; thence extending West 400.00 feet; thence North 00 degrees 15 minutes 02 seconds East 1113.30 feet; thence East 400.00 feet; thence South 00 degrees 15 minutes 02 seconds West 1113.30 feet along the North / South 1/4 line of Section 11 to the point of beginning.

Except:

That part of the following legal description lying within subject property: Commencing at a point beginning 1159.00 feet North 00 degrees 15 minutes 0 seconds East from the South 1/4 corner of Section 11 and thence extending West 400.00 feet; thence North 00 degrees 15 minutes 02 seconds East 351.00 feet; thence East 400.00 feet; thence South 00 degrees 15 minutes 02 seconds West 351.00 feet along the North / South 1/4 line of Section 11 to the point of beginning.

as surveyed and as shall be known from this point forward by order of the court:

A parcel of land located in and being a part of the Southwest 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and being more particularly described as follows: Commencing at the South 1/4 corner of said Section 11; North 00 degrees 13 minutes 43 seconds East 386.70 feet to the point of beginning; thence extending due West 399.95 feet; thence North 00 degrees 14 minutes 12 seconds East 762.30 feet; thence due East 399.84 feet to the North/South 1/4 line of Section 11; thence South 00 degrees 13 minutes 43 seconds, West 762.30 feet along the North/South 1/4 line of Section 11 to the point of beginning.

Parcel B:

as recorded:

Three acres of land in the Southeast 1/4 of the Southwest 1/4 of Section 11, Town 1 North, Range 8 East, consisting of a rectangular piece of land with frontage of 400 feet on Twelve Mile Road and depth of 326.70 feet, being more particularly described as follows: Beginning at a point in the center of Twelve Mile Road on the Easterly line of the Southwest 1/4 of said Section 11, thence North 60 feet to a point which is the Southeast corner of the parcel therein conveyed, thence North along the Easterly line of the said Southwest 1/4 of Section 11, 326.70 feet to a point; thence West along a line parallel with the center line of Twelve Mile Road 400 feet to a point; thence South along a line parallel to the Easterly section line of the Southwest 1/4 of said Section 11, 326.70 feet to a point; thence East 400 feet along a line parallel with the center line of Twelve Mile Road to the point of beginning.

as surveyed:

A parcel of land located in and being a part of the Southwest 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and being more particularly described as follows: Commencing at the South 1/4 corner of said Section 11; thence North 00 degrees 13 minutes 43 seconds East 90.00 feet along the North/South 1/4 line to the point of beginning; thence due West 399.73 feet; thence North 00 degrees 23 minutes 54 seconds East 296.70 feet; thence due East 398.86 feet to the North/South 1/4 line of Section 11; thence South 00 degrees 13 minutes 43 seconds West 296.70 feet along the North/South 1/4 line of Section 11 to the point of beginning.

Parcel A and B as surveyed and combined (Part of 22-11-300-006 and 22-11-300-003 combined) Property transferred by Court Appointed receiver.

A parcel of land located in and being a part of the Southwest ¼ of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and being more particularly described as follows: Commencing at the South ¼ corner of said Section 11; thence North 00 Degrees 13 Minutes 43 Seconds East 90.00 Feet to the point of beginning; thence extending due West 399.73 feet thence North 00 Degrees 23 Minutes 54 Seconds East 296.70 Feet; thence due West 1.09 Feet; thence North 00 Degrees 14 Minutes 12 Seconds East 762.30 Feet; thence due East 399.84 Feet to the North/South ¼ line of Section 11; thence South 00 Degrees 13 Minutes 43 Seconds West 1059.00 Feet to the Point of Beginning.

EXHIBIT B

*[See attached.]*



# EXHIBIT "B"

## CONSERVATION EASEMENT

A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Line #	Length	Direction
L1	144.86	N00°13'43"E
L2	1004.15	N00°13'43"E
L3	399.84	N90°00'00"W
L4	235.10	S00°14'12"W
L5	39.77	N10°58'39"E
L6	88.52	N88°56'54"E
L7	29.07	N71°00'32"E
L8	111.02	N42°13'48"E
L9	73.70	S46°57'23"E
L10	77.33	S42°09'28"E
L11	106.82	S42°47'14"E
L12	83.40	S00°08'52"E
L13	34.24	S08°20'21"W
L14	42.41	S00°24'25"W
L15	40.62	S06°25'49"E
L16	69.19	S09°05'06"E
L17	92.87	S00°07'43"E
L18	39.71	S03°16'12"W
L19	49.13	S00°15'16"W
L20	66.58	S04°24'16"W
L21	77.93	S02°35'33"E

Line #	Length	Direction
L22	32.98	S16°24'17"W
L23	19.58	S11°36'13"E
L24	71.02	S03°51'06"E
L25	14.38	N87°49'34"E
L26	136.44	N90°00'00"W
L27	36.75	N00°00'00"E
L28	20.00	N73°36'39"W
L29	20.00	S43°36'42"E
L30	288.99	N90°00'00"W
L31	20.67	N00°00'00"E
L32	20.00	S53°26'12"E
L33	20.00	S13°39'07"W
L34	223.01	N00°23'54"E
L35	147.36	N90°00'00"E
L36	27.06	N90°00'00"E
L37	12.00	N00°00'00"E
L38	51.23	N24°39'28"W
L39	104.53	N40°10'30"W
L40	81.79	S08°45'25"E
L41	75.81	S40°33'40"E
L42	212.34	N90°00'00"E

Line #	Length	Direction
L43	20.45	N90°00'00"E
L44	17.46	N82°42'56"E
L45	62.34	N36°25'21"E
L46	53.27	N17°10'40"E
L47	26.68	N00°13'43"E
L48	41.78	S41°02'42"W
L49	109.92	S33°35'26"W
L50	12.68	S02°36'43"W

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	77.72'	148.61'	29.97	N31° 22' 19"E	76.84'
C2	67.26'	128.61'	29.97	S31° 22' 19"W	66.50'
C3	167.89'	85.09'	112.91	N19° 53' 33"W	141.84'
C4	128.27'	85.09'	112.91	S19° 53' 33"E	108.50'



NOVAK & TRAVIS ENGINEERS  
43279 SHOVENHERR RD. PREPARED FOR  
STERLING HEIGHTS, MI 48317 MONARC OF  
TEL: (586) 739-0939 NOVI, LLC  
FAX: (586) 739-6449

SCALE DATE DRAWN JOB NO. SHEET  
N.T.S. 02-10-2020 T.F. L-428 2 of 3

EXHIBIT C

*[See attached.]*

# EXHIBIT "C"

## CONSERVATION EASEMENT

A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

### DESCRIPTION OF CONSERVATION EASEMENT

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 11; THENCE N00°13'43"E, 144.86 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11 TO THE POINT OF BEGINNING; THENCE CONTINUING N00°13'43"E, 1004.15 FEET; THENCE WEST 399.84 FEET; THENCE S00°14'12"W 235.10 FEET; THENCE N10°56'39"E 39.77 FEET; THENCE N88°56'54"E 88.52 FEET; THENCE N71°00'32"E 29.07 FEET; THENCE N42°13'46"E 111.02 FEET; THENCE S48°57'23"E 73.70 FEET; THENCE S42°09'28"E 77.33 FEET; THENCE S42°47'14"E 108.82 FEET; THENCE S00°08'52"E 83.40 FEET; THENCE S08°20'21"W 34.24 FEET; THENCE S00°24'25"W 42.41 FEET; THENCE S08°25'49"E 40.62 FEET; THENCE S09°05'06"E 69.19 FEET; THENCE S00°07'43"E 92.87 FEET; THENCE S03°16'12"W 39.71 FEET; THENCE S00°15'16"W 49.13 FEET; THENCE S04°24'16"W 66.58 FEET; THENCE S02°35'33"E 77.93 FEET; THENCE S16°24'17"W 32.98 FEET; THENCE S11°36'13"E 19.58 FEET; THENCE S03°51'06"E 71.02 FEET; THENCE N87°49'34"E 14.38 FEET TO THE POINT OF BEGINNING.

### DESCRIPTION OF WOODLAND REPLACEMENT AREA 1

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 11; THENCE N00°13'43"E, 90.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11; THENCE N90°00'00"W 138.44 FEET; THENCE N00°00'00"E 38.75 FEET TO THE POINT OF BEGINNING; THENCE 77.72 FEET ALONG AN ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS 148.61 FEET AND A CHORD BEARING N31°22'19"E 78.84 FEET; THENCE N73°38'39"W 20.00 FEET; THENCE 67.28 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS 128.61 FEET AND A CHORD BEARING S31°22'19"W 66.50 FEET; THENCE S43°38'42"E 20.00 FEET TO THE POINT OF BEGINNING.

### DESCRIPTION OF WOODLAND REPLACEMENT AREA 2

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 11; THENCE N00°13'43"E, 90.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11; THENCE N90°00'00"W 288.99 FEET; THENCE N00°00'00"E 20.87 FEET TO THE POINT OF BEGINNING; THENCE 167.69 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS 85.09 FEET AND A CHORD BEARING N19°53'33"W 141.84 FEET; THENCE S53°28'12"E 20.00 FEET; THENCE 128.27 FEET ALONG AN ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 65.09 FEET AND A CHORD BEARING S19°53'33"E 108.50 FEET; THENCE S13°39'07"W 20.00 FEET TO THE POINT OF BEGINNING.

### DESCRIPTION OF WOODLAND REPLACEMENT AREA 3

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 11; THENCE N00°13'43"E, 90.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11; THENCE N90°00'00"W 399.73 FEET; THENCE N00°23'54"E 223.01 FEET; THENCE N90°00'00"E 147.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N90°00'00"E 27.08 FEET; THENCE N00°00'00"E 12.00 FEET; THENCE N24°39'28"W 51.23 FEET; THENCE N40°10'30"W 104.53 FEET; THENCE S08°45'25"E 81.79 FEET; THENCE S40°33'40"E 75.81 FEET TO THE POINT OF BEGINNING.

### DESCRIPTION OF WOODLAND REPLACEMENT AREA 4

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 11; THENCE N00°13'43"E, 90.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11; THENCE N90°00'00"W 399.73 FEET; THENCE N00°23'54"E 223.01 FEET; THENCE N90°00'00"E 212.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N90°00'00"E 20.45 FEET; THENCE N62°42'56"E 17.46 FEET; THENCE N38°25'21"E 62.34 FEET; THENCE N17°10'40"E 53.27 FEET; THENCE N00°13'43"E 26.88 FEET; THENCE S41°02'42"W 41.78 FEET; THENCE S33°35'26"W 109.92; THENCE S02°38'43"W 12.88 FEET TO THE POINT OF BEGINNING.



NOWAK & FRAYS ENGINEERS

43279 SHOENHERR RD.

STERLING HEIGHTS, MI 48317

TEL (586) 739-0939

FAX (586) 739-6449

PREPARED FOR

MOASIC OF

NOVI LLC

SCALE

NTS

DATE

02-10-2020

DRAWN

T.F.

JOB NO.

L-428

SHEET

3 of 3

**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

July 15, 2020

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

**RE: Anthology/Novi Senior Living JSP17-66  
Conservation Easement for Remaining Woodlands and Woodland  
Replacement Trees**

Dear Ms. McBeth:

We have received and reviewed the revised Woodland Conservation Easements for the Anthology/Novi Senior Living Development, and have the following comments:

**Conservation Easement for Remaining Woodlands and Woodland Replacement**

The Conservation Easement has been provided for the purpose of protecting remaining woodlands and woodland replacements. The Woodland Conservation Easement has been provided in the City's standard format and is acceptable as revised. The exhibits have been approved by the City's Consulting Engineer. The Conservation Easement may 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

Barb McBeth, City Planner  
City of Novi  
July 15, 2020  
Page 2

C: Cortney Hanson, Clerk  
Charles Boulard, Community Development Director  
Lindsay Bell, Planner  
Madeleine Kopko, Planning Assistant  
Angie Sosnowski, Community Development Bond Coordinator  
Ben Croy, City Engineer  
Victor Boron, Civil Engineer  
Rebecca Runkel, Staff Engineer  
Sarah Marchioni, Community Development Building Project Coordinator  
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker  
Sue Troutman, City Clerk's Office  
Troy Fox, Nowak & Fraus  
Thomas R. Schultz, Esquire

## ENGINEERING CONSULTANT REVIEW

June 16, 2020

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

Re: Novi Senior Center - Document Review  
Novi # JSP17-0066  
SDA Job No. NV18-215  
**EXHIBIT APPROVED**

Dear Ms. McBeth,

We have reviewed the following document package received by our office on June 12, 2020 against the submitted plan set. We offer the following comments:

**Submitted Documents:**

1. **Conservation Easement** – (unexecuted: exhibit dated 2/10/20) Legal Description 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**



Taylor E. Reynolds, PE  
Project Coordinator

Cc (via Email): Lindsay Bell, City of Novi  
Victor Boron, City of Novi  
Madeleine Kopko, City of Novi  
Sarah Marchioni, City of Novi  
Ted Meadows, Spalding DeDecker  
Kate Richardson, City of Novi