



**CITY OF NOVI CITY COUNCIL**  
**FEBRUARY 27, 2023**

**SUBJECT:** Acceptance of a Conservation Easement from Vibe Credit Union for first amendment to a woodland conservation easement being offered as part of JSP21-32, Vibe Credit Union Headquarters Site Maintenance, for property located south of Twelve Mile Road and west of Cabaret Drive, in Section 15 of the City.

**SUBMITTING DEPARTMENT:** Community Development, Planning

**BACKGROUND INFORMATION:**

The applicant received site plan and revised landscape plan approval to repave an existing parking lot, to create twenty-two new parking spaces, and to significantly change the landscaping of the site. The Planning Commission approved the revised landscape plan on June 8, 2022.

The applicant is offering to amend a Woodland Conservation Easement for the purpose of protecting the remaining woodland and/or woodland replacement trees from destruction and disturbance. Easement areas shall be perpetually preserved and maintained, in its natural and undeveloped condition, unless authorized by the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy, and the appropriate federal agency.

The conservation easement area, shown in Exhibit B of the easement document, graphically depicts the areas being preserved. An existing Woodland Conservation Easement was approved by City Council on July 12, 2021 and covers approximately 0.354 acres. The amended woodland conservation area proposes to cover a total approximately 1.349 acres, which is a net increase of 0.995 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 Vibe Credit Union for first amendment to a woodland conservation easement being offered as part of JSP21-32, Vibe Credit Union Headquarters Site Maintenance, for property located south of Twelve Mile Road and west of Cabaret Drive, in Section 15 of the City.

MAP

and

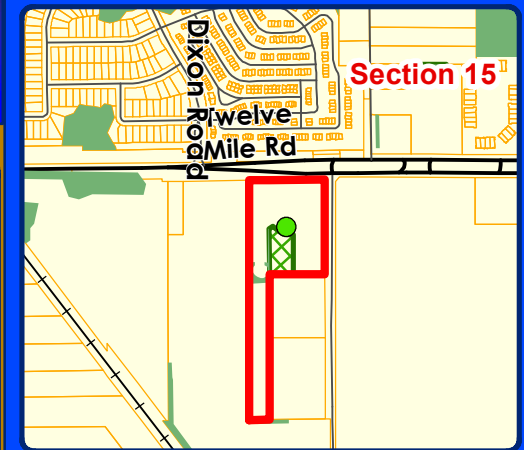
Amended  
Conservation  
Easement

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# JSP21-32 VIBE CREDIT UNION HQ SITE MAINTENANCE

## 1ST AMENDMENT TO WOODLAND CONSERVATION EASEMENT



### LEGEND

- Existing Conservation Easements
- Proposed Conservation Easement
- 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: Christian Carroll  
Date: 2/14/23  
Project: VIBE CREDIT UNION  
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.



## **FIRST AMENDED AND RESTATED WOODLAND CONSERVATION EASEMENT**

8 THIS FIRST AMENDED AND RESTATED WOODLAND CONSERVATION EASEMENT made this day of December, 2022 by and between Vibe Credit Union whose address is 44575 W. Twelve Mile Rd., Novi, MI 48377 (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 15 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 office/commercial 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 Grantor and Grantee entered into a Woodland Conservation Easement dated July 12, 2021, recorded on August 18, 2021 at Liber 56712, page 433 Oakland County Records for the purpose of protecting the remaining woodland areas and replacement trees located on the Property from destruction or disturbance (the "Original Conservation Easement").

C. Grantor and Grantee seek to amend the Original Conservation Easement to permit Grantee to expand the Woodland Conservation Easement Area in connection with Grantor's parking lot expansion/reconstruction project. This First Amended and restated Woodland Conservation Easement shall expand and supersede and replace the Original Conservation Easement.

D. The Conservation Easement Areas (the "Easement Areas") 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 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 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 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.

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 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 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(5)(a).

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

9. This First Amended and Restated Woodland Conservation Easement shall supersede and replace that Woodland Conservation Easement dated July 12, 2021, recorded on August 18, 2021 at Liber 56712, page 433 Oakland County Records, and it shall be of no further force and effect.

GRANTOR

By: Robin R Thompson  
Chief Operations Officer  
Vibe Credit Union

STATE OF MI )  
 ) ss.  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 2023, by Robin R Thompson, as the COO of Vibe Credit Union a Credit Union limited liability company, on its behalf.

JENNIFER M. CARLISLE  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Jul. 05, 2024  
Acting in the County of Oakland

Jennifer M Carlisle  
Notary Public  
Acting in Oakland County

My Commission Expires: 7-5-2024

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 & Amtsbuechler, 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, MI 48375



# Exhibit A

## PARCEL LEGAL DESCRIPTION

### LEGAL DESCRIPTION - TIMBER CREEK OFFICE PARK - UNIT 1 (PARCEL I.D. 22-15-126-023)

UNIT 1, TIMBER CREEK OFFICE PARK, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 26386, PAGES 25 THROUGH 61, INCLUSIVE, OAKLAND COUNTY RECORDS, AS RE-RECORDED IN LIBER 27156, PAGES 781 THROUGH 819, INCLUSIVE, OAKLAND COUNTY RECORDS, FIRST AMENDMENT TO MASTER DEED AS RECORDED IN LIBER 27258, PAGE 184, OAKLAND COUNTY RECORDS, AND SECOND AMENDMENT TO MASTER DEED AS RECORDED IN LIBER 54996, PAGE 474, AS AMENDED, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1456, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

PARCEL ID NO.: 22-15-126-023



NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

PREPARED FOR:  
VIBE CREDIT UNION

SCALE  
N.T.S.

DATE  
06-17-22

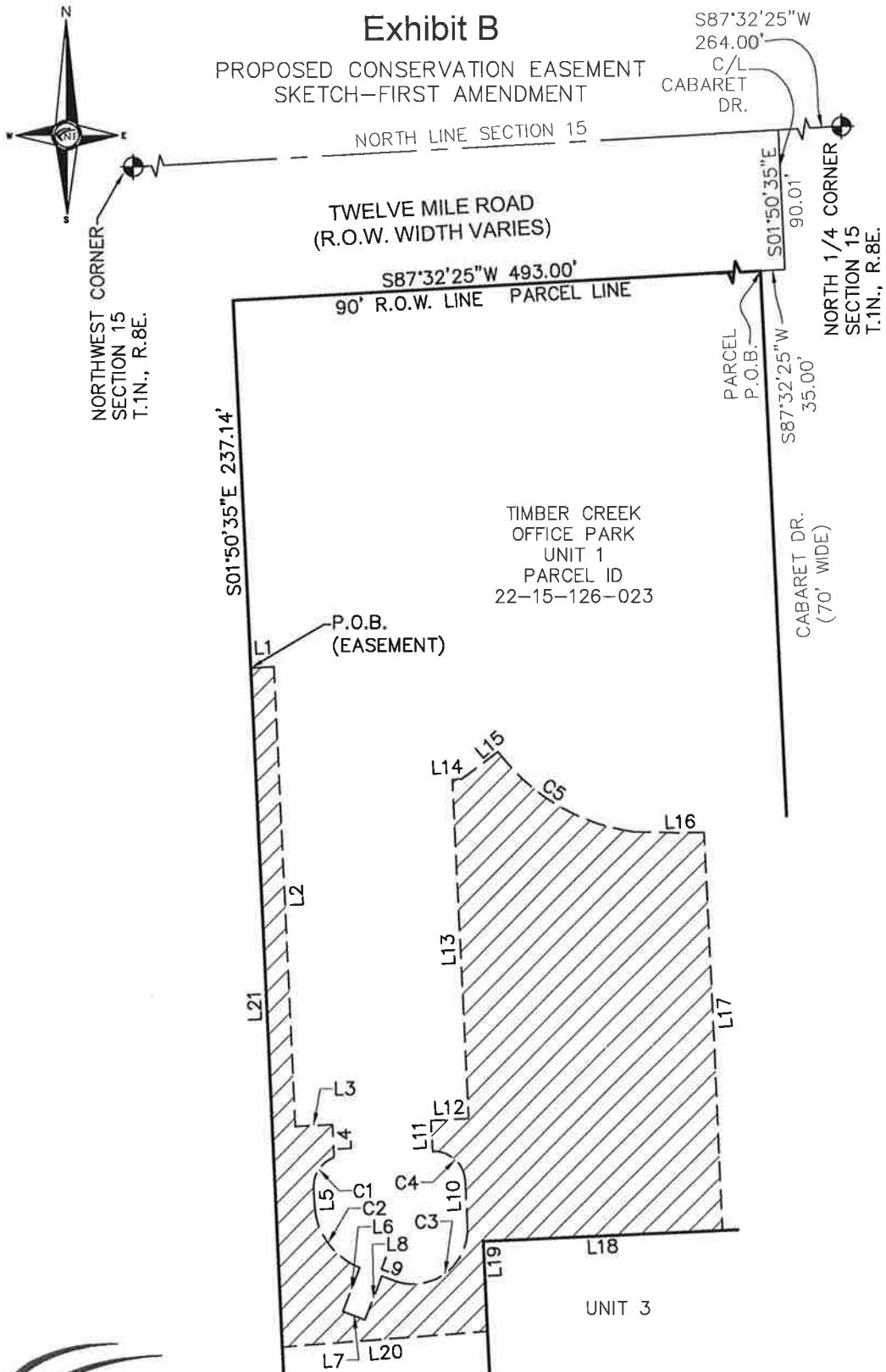
DRAWN  
SNS

JOB NO.  
K911

SHEET  
2 of 2

# Exhibit B

## PROPOSED CONSERVATION EASEMENT SKETCH—FIRST AMENDMENT



**NOWAK & FRAUS ENGINEERS**  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

 INDICATES LIMITS OF PROPOSED CONSERVATION EASEMENT

PREPARED FOR:  
VIBE CREDIT UNION

SCALE  
1" = 80'

DATE  
06-17-22

DRAWN  
SNS

JOB NO.  
K911

SHEET  
1 of 3

## Exhibit B

### PROPOSED CONSERVATION EASEMENT LINE AND CURVE TABLES—FIRST AMENDMENT

Line Table		
Line #	Direction	Length
L1	N87°37'56"E	15.00
L2	S1°50'35"E	296.29
L3	N88°09'25"E	23.75
L4	S1°50'35"E	21.00
L5	S1°50'35"E	11.00
L6	S21°42'02"W	30.00
L7	S68°17'58"E	15.00
L8	N21°42'02"E	30.00
L9	S68°17'58"E	7.89
L10	N1°50'35"W	29.20
L11	N1°50'35"W	20.00
L12	N88°09'25"E	24.01
L13	N1°50'35"W	218.34
L14	N88°09'25"E	5.99
L15	N54°01'08"E	29.69
L16	S88°39'59"E	44.00
L17	S1°45'35"E	255.81
L18	S88°07'45"W	153.60
L19	S1°47'50"E	57.51
L20	S86°18'55"W	132.06
L21	N1°50'35"W	436.93

Curve Table					
Curve #	Delta	Length	Radius	Chord	Chord Distance
C1	71°47'09"	25.06'	20.00'	S34°02'59.19"W	23.45'
C2	66°27'22"	52.19'	45.00'	S35°04'16.33"E	49.32'
C3	113°32'38"	69.36'	35.00'	N54°55'43.67"E	58.55'
C4	90°18'34"	31.52'	20.00'	N46°41'16.84"W	28.36'
C5	45°35'46"	104.81'	131.70'	S58°45'28.28"E	102.06'



**NOWAK & FRAUS ENGINEERS**  
 46777 WOODWARD AVE.  
 PONTIAC, MI 48342-5032  
 TEL. (248) 332-7931  
 FAX. (248) 332-8257

PREPARED FOR:  
 VIBE CREDIT UNION

DATE  
 06-17-22

DRAWN  
 SNS

JOB NO.  
 K911

SHEET  
 2 of 3

## Exhibit B

### PROPOSED CONSERVATION EASEMENT LEGAL DESCRIPTION

#### LEGAL DESCRIPTION - CONSERVATION EASEMENT

A CONSERVATION EASEMENT, LYING IN UNIT 1, TIMBER CREEK OFFICE PARK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, THENCE S87°32'25"W, 264.00 FEET ALONG THE NORTH LINE OF SECTION 15 TO THE CENTERLINE OF CABARET DRIVE; THENCE S01°50'35"E, 90.01 FEET TO THE SOUTHERLY 90° RIGHT-OF-WAY LINE OF TWELVE MILE ROAD; THENCE S87°32'25"W, 35.00 FEET TO THE PARCEL POINT OF BEGINNING; THENCE S87°32'25"W, 493.00 FEET ALONG THE PARCEL LINE; THENCE S01°50'35"E, 237.14 FEET TO THE EASEMENT POINT OF BEGINNING;

THENCE N87°37'56"E, 15.00 FEET;  
THENCE S01°50'35"E, 296.29 FEET;  
THENCE N88°09'25"E, 23.75 FEET;  
THENCE S01°50'35"E, 21.00 FEET;  
THENCE 25.06 FEET ALONG A CURVE TO THE LEFT (RADIUS=20.00 FEET, DELTA=71°47'09", CHORD=S34°02'59.19"W, 23.45 FEET)  
THENCE S01°50'35"E, 11.00 FEET;  
THENCE 52.19 FEET ALONG A CURVE TO THE LEFT (RADIUS=45.00 FEET, DELTA=66°27'22", CHORD=S35°04'16.33"E, 49.32 FEET)  
THENCE S21°42'02"W, 30.00 FEET;  
THENCE S68°17'58"E, 15.00 FEET;  
THENCE N21°42'02"E, 30.00 FEET;  
THENCE S68°17'58"E, 7.89 FEET;  
THENCE 69.36 FEET ALONG A CURVE TO THE LEFT (RADIUS=35.00 FEET, DELTA=113°32'38", CHORD=N54°55'43.67"E, 58.55 FEET)  
THENCE N01°50'35"W, 29.20 FEET;  
THENCE 31.52 FEET ALONG A CURVE TO THE LEFT (RADIUS=20.00 FEET, DELTA=90°18'34", CHORD=N46°41'16.84"W, 28.36 FEET)  
THENCE N01°50'35"W, 20.00 FEET;  
THENCE N88°09'25"E, 24.01 FEET;  
THENCE N01°50'35"W, 218.34 FEET;  
THENCE N88°09'25"E, 5.99 FEET;  
THENCE N54°01'08"E, 29.69 FEET;  
THENCE 104.81 FEET ALONG A CURVE TO THE RIGHT (RADIUS=131.70 FEET, DELTA=45°35'46", CHORD=S58°45'28.28"E, 102.06 FEET)  
THENCE S88°39'59"E, 44.00 FEET;  
THENCE S01°45'35"E, 255.81 FEET;  
THENCE S88°07'45"W, 153.60 FEET;  
THENCE S01°47'50"E, 57.51 FEET;  
THENCE S86°18'35"W, 132.06 FEET;  
THENCE N01°50'35"W, 436.93 FEET TO THE EASEMENT POINT OF BEGINNING.

SAID EASEMENT CONTAINS 57,924.22 SQUARE FEET OR 1.330 ACRES

PARCEL ID 22-15-126-023



NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

PREPARED FOR:  
VIBE CREDIT UNION

DATE	DRAWN	JOB NO.	SHEET
06-17-22	SNS	K911	3 of 3

**CITY ATTORNEY REVIEW**

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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

February 21, 2023

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

**RE: Vibe Credit Union Headquarters Maintenance and Site Improvements JSP 21-32 - *First Amended and Restated Woodland Conservation Easement***

Dear Ms. McBeth:

We have received and reviewed a copy of the original executed First Amended and Restated Woodland Conservation Easement for the Vibe Credit Union Project. The First Amended and Restated Woodland Conservation Easement provided is being provided for the purpose of protecting new woodland replacement trees that have been required in connection with changes to the site landscaping and improvements. The proposed First Amended and Restated Conservation Easement is satisfactory for the purpose of preserving the expanding replacements area. The First Amended and Restated Woodland Conservation Easement may be placed on an upcoming City Council Agenda for approval. Once approved, it should be executed and recorded in the usual manner.

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

Barb McBeth, City Planner  
City of Novi  
February 21, 2023  
Page 2

Lindsay Bell, Planner  
Christian Carroll, Planner  
Ben Peacock, Planner  
Angie Sosnowski, Community Development Bond Coordinator  
Ben Croy, City Engineer  
Humna Anjum, Project Engineer  
Rebecca Runkel, Project Engineer  
Sarah Marchioni, Community Development Building Project Coordinator  
Adam Chludzinski, Project Engineer  
Alyssa Craigie, Administrative Assistant  
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker  
George Ostrowski, Nowak & Fraus - [gostrowski@nfe-engr.com](mailto:gostrowski@nfe-engr.com)  
Thomas R. Schultz, Esquire

**ENGINEERING CONSULTANT  
REVIEW**

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January 10, 2023

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

Re: Vibe Credit Union HQ - Planning Document Review  
Novi # JSP21-0032  
SDA Job No. NV22-207  
**EXHIBITS APPROVED**

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on January 9, 2023 against the current submitted plan set. We offer the following comments:

**Submitted Documents:**

1. Woodland Conservation Easement – (executed 12/08/2022: exhibit dated 06/17/22) 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**



Mike Freckelton, PE  
Project Engineer

Cc (via Email): Lindsay Bell, City of Novi  
Madeleine Daniels, City of Novi  
Sarah Marchioni, City of Novi  
Taylor Reynolds, Spalding DeDecker  
Ted Meadows, Spalding DeDecker  
Humna Anjum, City of Novi  
Christian Carroll, City of Novi  
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler  
Ben Peacock, City of Novi