



CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

SUBJECT: Acceptance of an Off-Site Conservation Easement from Singh Development, LLC being offered as a part of JSP 20-35, Townes at Main Street for property in Section 23 along Main Street. The easement is located north of I-96, west of Meadowbrook Road, along the south side of Twelve Oaks Lake in Section 14.

SUBMITTING DEPARTMENT: Community Development, Planning

BACKGROUND INFORMATION:

The applicant received site plan approval of a 17.69-acre, 32-building multi-family residential development for 192 townhome-style units. The Planning Commission recommended approval on April 27th, 2022, and the City Council granted approval of the Preliminary Site Plan, Phasing Plan, Wetland Permit, Woodland Permit, and Storm Water Management Plan on May 23, 2022.

City Council granted a deviation from the Wetland and Watercourse Protection Ordinance to allow the applicant to fulfill wetland mitigation requirements through the purchase of bank credits, with the understanding that the applicant had offered to protect 5 acres of additional land in the City with an easement. Final Site Plan approval was granted administratively on August 18, 2023.

The applicant is offering an Off-Site Conservation Easement for the purpose of protecting existing wetlands and woodland areas. The easement area 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, and Energy. The conservation easement plan graphically depicts the areas being preserved. The proposed conservation area is approximately \pm 5.0 acres.

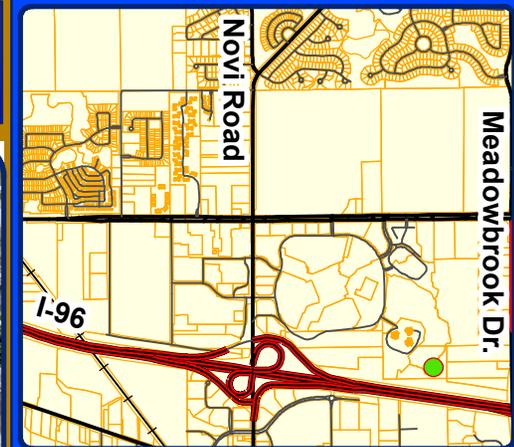
The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of an Off-Site Conservation Easement from Singh Development, LLC being offered as a part of JSP 20-35, Townes at Main Street for property in Section 23 along Main Street. The easement is located north of I-96, west of Meadowbrook Road, along the south side of Twelve Oaks Lake in Section 14.

MAP
**Location Map with
Conservation Easement Areas**

Townes of Main Street Off-Site Conservation Easement

LOCATION



LEGEND

Easement Area

Right of Way

- Dedicated
- Highway Easement
- Prescriptive
- Private

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

Map Author: Heather Zeigler
 Date: 9/11/2023
 Project: TOWNES OF MAIN STREET
 Version #: 1

Feet
 0 180 360 720 1,080

1 inch = 832 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

CONSERVATION EASEMENT AGREEMENT

THIS CONSERVATION EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2023, by and between GLJ Development, LLC, a Michigan limited liability company, whose address is 7125 Orchard Lake Rd., Suite 200, West Bloomfield, Michigan 48322 (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 "City").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section 14 of the City of Novi, Oakland County, Michigan, which is identified on Exhibit A attached hereto and described on Exhibit B attached hereto, both of which are made a part hereof (the "Property").

B. As a condition to obtaining final site plan approval for a residential development located within a different parcel of land located in the City of Novi, Michigan, Grantor has been asked to grant to the City an easement to permanently protect the woodlands and wetlands located within the approximately five (5) acre portion of the Property which is marked with cross-hatching and labeled the "Conservation Easement Area" on Exhibit C attached hereto. The Conservation Easement Area is described on Exhibit B.

C. Grantor desires to grant such an easement in order to protect the woodland and wetlands within the Conservation Easement 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 grants the following easement (the "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. The 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 the Conservation Easement is to protect the woodland and wetland areas within the Conservation Easement Area. The Conservation Easement 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 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 or wetlands and/or vegetation within the Conservation 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 Conservation Easement Area.

3. No grass or other vegetation shall be planted in the Conservation Easement Area after the date of this Agreement 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 the City, or any member of the general public, any right of ownership, possession or use of the Conservation Easement Area, except that, upon reasonable written notice to Grantor, the City and its authorized employees and agents (collectively, "City's Representatives") may enter upon and inspect the Conservation Easement Area to determine whether the Conservation 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 Agreement, 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, if any, 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 or the then-current owner of the Property,

as applicable, and, in such event, such party shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

6. The Conservation Easement will not impact the density calculation of the Property or the off-site residential development, known as Townes at Main Street.

7. Within 90 days after this Agreement is recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Conservation Easement Area and, describing its protected purpose, as indicated herein.

8. 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).

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

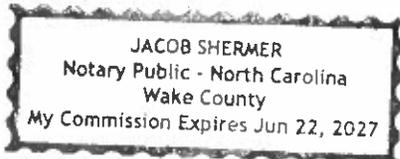
GRANTOR

GLJ Development
a Michigan limited liability company,

By: [Signature]
Avtar S. Grewal,
Its: Manager

STATE OF NC)
) ss.
COUNTY OF Wake)

The foregoing instrument was acknowledged before me this 21th day of July, 2023, by Avtar S. Grewal, Manager of GLJ Development LLC, a Michigan limited liability company, on its behalf.



[Signature]
Notary Public
Acting in Wake County
My Commission Expires: Jun 22, 2027

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

EAST 1/4 CORNER
SECTION 14, T1N., R8E
CITY OF NOVI, OAKLAND CO., MI.

EAST AND WEST 1/4
LINE OF SECTION 14

TAX ID. 22-14-401-010
BEECHLAKE L.L.C.
41800 ELEVEN MILE RD., SUITE 200
NOVI, MI. 48375

P.O.B. OF
PARCEL

N89°20'01"E
18.74'

TRAVERSE
POINT "D"

N89°20'01"E
33.37'

S00°15'15"E 664.29'

N31°25'47"E
261.69'

N01°15'56"E
172.77'

N11°18'35"E
97.38'

1331±

N37°23'07"W
127.31'

N88°24'00"E 341.76'

TWELVE OAKS LAKE

SHORE OF "TWELVE
OAKS LAKE"

TAX ID.
22-14-401-015
6.026 Ac.

TRAVERSE
POINT "B"

S48°26'09"E
32.37'

S69°28'42"E
225.60'

S31°58'09"E
158.61'

EAST AND WEST 1/4 LINE OF SECTION 14

"THE ENCLAVE" O.C.C.P. 933
REC'D. L.15694, P. 297-366,
O.C.R.

N45°00'25"E
257.12'

S06°42'58"E
56.24'

N88°56'39"E
55.41'

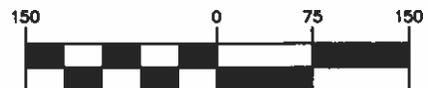
N04°01'24"E
130.44'

N41°58'04"E
70.32'

S89°20'01"W 1064.93'

I-96 EXPRESSWAY

GRAPHIC SCALE



(IN FEET)
1 Inch = 150 ft.

CENTER
SECTION 14, T1N., R8E
CITY OF NOVI, OAKLAND CO., MI.

LEGAL DESCRIPTION: PART OF 22-14-401-015

A PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE SOUTH 89°20'01" WEST, 1312.86 FEET, ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 14, TO THE POINT OF BEGINNING; THENCE SOUTH 00°15'15" EAST, 664.29 FEET; THENCE SOUTH 89°20'01" WEST, 1064.93 FEET; THENCE NORTH 41°58'04" EAST, 70.32 FEET; THENCE NORTH 04°01'24" EAST, 130.44 FEET; THENCE NORTH 88°56'39" EAST, 55.41 FEET; THENCE SOUTH 06°42'58" EAST, 56.24 FEET; THENCE NORTH 45°00'25" EAST, 257.12 FEET; THENCE SOUTH 48°26'09" EAST, 32.37 FEET, TO TRAVERSE POINT "B", THENCE SOUTHEASTERLY, EASTERLY, NORTHERLY, NORTHWESTERLY AND NORTHEASTERLY 1331 FEET, MORE OR LESS, ALONG THE SHORE OF "TWELVE OAKS LAKE," THENCE NORTH 89°20'01" EAST, 33 FEET, MORE OR LESS, TO TRAVERSE POINT "D", (SAID TRAVERSE POINT "D" BEING SOUTH 69°28'42" EAST, 225.60 FEET AND SOUTH 31°58'09" EAST, 158.61 FEET AND NORTH 88°24'00" EAST, 341.76 FEET AND NORTH 01°15'56" EAST, 172.77 FEET AND NORTH 37°23'07" WEST, 127.31 FEET AND NORTH 31°25'47" EAST, 261.69 FEET AND NORTH 11°18'35" EAST, 97.38 FEET, FROM SAID TRAVERSE POINT "B"); THENCE NORTH 89°20'01" EAST, 18.74 FEET, TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 6.026 ACRES, MORE OR LESS. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD.

LEGAL DESCRIPTION: CONSERVATION EASEMENT AREA (5.0 ACRES)

A PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE S89°20'01"W 1312.86 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 14, THENCE S00°15'15"E 308.64 FEET TO THE POINT OF BEGINNING OF CONSERVATION EASEMENT; THENCE S00°15'15"E 355.65 FEET; THENCE S89°20'01"W 1064.93 FEET; THENCE N41°58'04"E 70.32 FEET; THENCE N04°01'24"E 130.44 FEET; THENCE N88°56'39"E 55.41 FEET; THENCE S06°42'58"E 56.24 FEET; THENCE N45°00'25"E 257.12 FEET; THENCE S48°26'09"E 32.37 FEET TO INTERMEDIATE TRAVERSE POINT "B", THENCE CONTINUING SOUTHEASTERLY, EASTERLY, NORTHERLY, NORTHWESTERLY AND NORTHEASTERLY 950 FEET MORE OR LESS, ALONG THE SHORE OF "TWELVE OAKS LAKE"; THENCE S89°54'E 54 FEET, MORE OR LESS, TO INTERMEDIATE TRAVERSE POINT "E", (SAID INTERMEDIATE TRAVERSE POINT "E" BEING THE FOLLOWING 6 (SIX) COURSES FROM AFOREMENTIONED INTERMEDIATE TRAVERSE POINT "B": S69°28'42"E 225.60 FEET, S31°58'09"E 158.61 FEET, N88°24'00"E 341.76 FEET, N01°15'56"E 172.77 FEET, N37°23'07"W 127.31 FEET AND N31°25'47"E 12.47 FEET FROM SAID INTERMEDIATE TRAVERSE POINT "B"); THENCE CONTINUING S89°54'28"E 169.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.0 ACRES, MORE OR LESS.

EAST 1/4 CORNER
SECTION 14, T1N., R8E
CITY OF NOVI, OAKLAND CO., MI.

EAST AND WEST 1/4
LINE OF SECTION 14

TAX ID. 22-14-401-010
BEECHLAKE L.L.C.
41800 ELEVEN MILE RD., SUITE 200
NOVI, MI. 48375

P.O.B. OF
PARCEL

P.O.B. OF
EASEMENT

N89°20'01"E
18.74'

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N01°15'56"E
172.77'

N11°18'35"E
97.38'

S89°54'28"E
169.17'

INTERMEDIATE
TRAVERSE
POINT "E"

S89°54'E
54.±

N37°23'07"W
127.31'

TWELVE OAKS LAKE

SHORE OF "TWELVE
OAKS LAKE"

INTERMEDIATE
TRAVERSE
POINT "B"

CONSERVATION
EASEMENT AREA
5.0 Ac.

TAX ID.
22-14-401-015
6.026 Ac.

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32.37'

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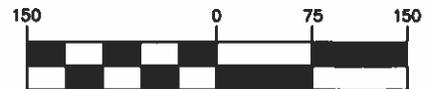
LEGEND

SECTION CORNER

CONSERVATION
EASEMENT AREA

CENTER
SECTION 14, T1N., R8E
CITY OF NOVI, OAKLAND CO., MI.

GRAPHIC SCALE



(IN FEET)
1 inch = 150 ft.

ATTORNEYS APPROVAL LETTER

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

August 9, 2023

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

**RE: Townes at Main Street JSP 20-35
Conservation Easement (Off-Site)**

Dear Ms. McBeth:

We have received and reviewed the final executed Conservation Easement for off-site wetland mitigation area for the Townes at Main Street Development. The Conservation Easement appears to be in order and may be placed on an upcoming City Council Agenda for acceptance.

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

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Ben Croy, City Engineer
Rebecca Runkel, Project Engineer
Adam Yako, Project Engineer
Humna Anjum, Project Engineer
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker

Barb McBeth, City Planner
City of Novi
August 9, 2023
Page 2

Todd Rankine, Singh Development, LLC
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT'S APPROVAL LETTER

August 17, 2023

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

Re: The Townes at Main Street - Planning Document Review
Novi # JSP20-0035
SDA Job No. NV23-202
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on August 15, 2023 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. Master Deed Exhibit B – (exhibit dated 08/14/2023)
Exhibits Approved.
2. Off-Site Conservation Easement – (executed 07/27/2023, exhibit dated 3/21/2023)
Exhibits Approved.

The exhibits do not require further revisions for review. The draft exhibits are approved and ready for City Council acceptance.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, PE
Project Engineer

Cc (via Email): Lindsay Bell, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Adam Yako, City of Novi
Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler