



CITY of NOVI CITY COUNCIL

www.cityofnovi.org

**Agenda Item F
July 2, 2007**

SUBJECT: Acceptance of Conservation Easement for Crosspointe Meadows Church, located on the east side of Meadowbrook Road, south of Thirteen Mile Road, covering 22.226 acres of woodlands and wetlands.

SUBMITTING DEPARTMENT: Community Development Department – Planning *Barb*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The applicant, Crosspointe Meadows Church (formerly Redford Baptist Church), received Final Site Plan approval for SP 99-35 from the Planning Department on March 2, 2006 for construction of a new church building. The approved plans included the preservation of a large wooded wetland on the southern half of the site. Construction of the church is now underway.

The attached conservation easement covers a total of 22.226 acres, which represents 55.3% of the site. Exhibit B graphically depicts the areas being preserved.

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 Crosspointe Meadows Church, located on the east side of Meadowbrook Road, south of Thirteen Mile Road, covering 22.226 acres of woodlands and wetlands.

	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				

**JUNE 8, 2007
LETTER FROM
CITY ATTORNEY**

June 8, 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
Direct: 248-539-2846
bkudla@secretwardle.com

Barbara McBeth, Deputy Community Development Director
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375

Re: **Crosspointe Meadows Church
Conservation Easement
Our File No. 660058.NOVI**

Dear Ms. McBeth:

We have received and reviewed the executed Conservation Easement for the Crosspointe Meadows Church project. We note that the language was prepared by our office, is in the City's standard form, and is acceptable from a legal standpoint. We note that the City's Engineering Consultant previously noted that the legal description of the Conservation Easement Area was not consistent with the approved site plans. The executed Conservation Easement has no exhibits attached. Prior to placement of this item on City Council's agenda for acceptance, an approved exhibit describing the Project (Exhibit A) and the Conservation Easement Area (Exhibit B) must be provided and attached. We will maintain the original Conservation Easement in our file until approved exhibits are provided.

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

Very truly yours,



ELIZABETH M. KUDLA

EMK

cc: Maryanne Cornelius, Clerk
Tim Schmitt, Planner
Larry DeBrincat, Landscape Architect
John Freeland, ECT Environmental
Mark McPherson
Thomas R. Schultz, Esquire

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**CONSERVATION EASEMENT
AND
EXHIBITS**

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 19th day of APRIL, 2006, by and between Crosspointe Meadows Church, a Michigan Nonprofit Corporation whose address is 39830 Grand River Ave., Ste. B1-C, Novi, MI 48375- (hereinafter 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 ___ 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 church development on the Property, subject to provision of an appropriate easement to permanently protect the woodlands and wetlands 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, 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, 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 woodlands and wetlands, 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, wetlands 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, or maintaining any use or development in the Easement Area, unless approved in writing by the City, in accordance with city ordinance, approved plans, or other regulations.

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 wetland areas and/or protected woodlands 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 costs 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 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, 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 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.

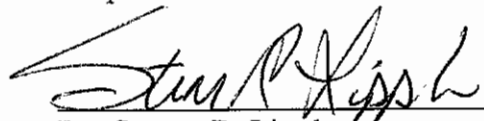
6. Within 90 days after the Conservation Easement shall have been recorded, Grantor, at its sole expense, shall place such signs defining the boundaries of the Easement Area and describing its protected purpose, as indicated herein.

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 on legal instruments used to convey an interest in the property.

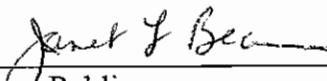
IN WITNESS WHEREOF, Grantor and Grantee have executed the Conservation Easement as of the day and year first above set forth.

(Grantor)
CROSSPOINTE MEADOWS
CHURCH, Michigan Nonprofit
Corporation


By: Steven R. Lipple
Its: Moderator

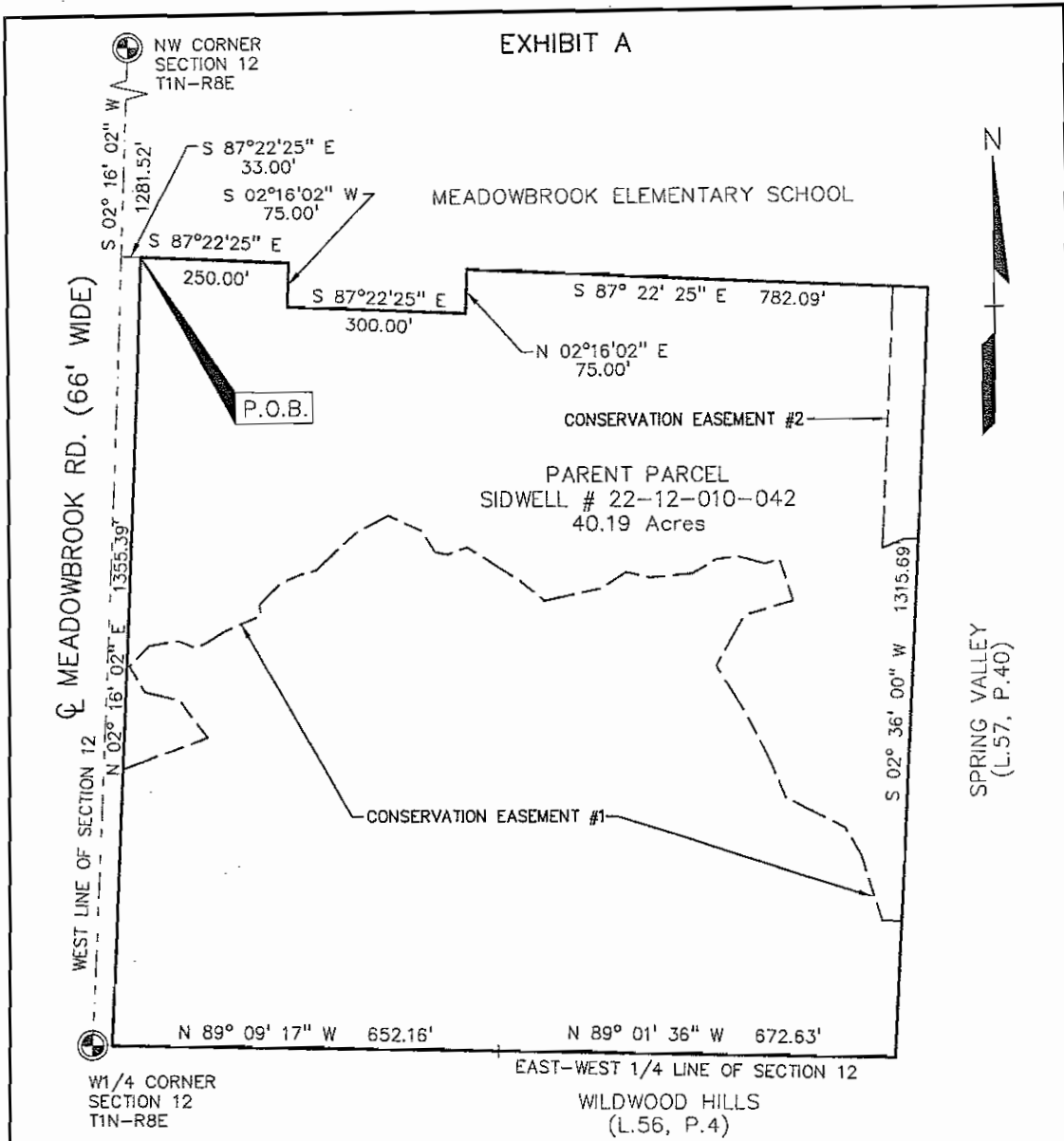
STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day of APRIL, 2006, by Steven R. Lipple, as the Moderator of Crosspointe Meadows Church.


Notary Public
Oakland County, Michigan
My Commission Expires: 6-16-2012

JANET L. BEAM
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 18, 2012
ACTING IN COUNTY OF Oakland

EXHIBIT A



LEGAL DESCRIPTION PARENT PARCEL (current sidwell number 22-12-010-042)

A part of the Northwest 1/4 of Section 12, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as commencing at the Northwest corner of said Section 12; thence S 02°16'02" W, 1281.52 feet, along the West line of said Section 12; thence S 87°22'25" E, 33.00 feet, to the Easterly right-of-way line of Meadowbrook Road, and the Point of Beginning; thence continuing S 87°22'25" E, 250.00 feet; thence S 02°16'02" W, 75.00 feet; thence S 87°22'25" E, 300.00 feet; thence N 02°16'02" E, 75.00 feet; thence S 87°22'25" E, 782.09 feet, to the Westerly line of "Spring Valley", as recorded in Liber 57 of Plats, on Page 40, Oakland County, Records; thence S 02°36'00" W, 1315.69 feet, along the Westerly line of said "Spring Valley", to the Southwest corner of said "Spring Valley", and the East and West 1/4 line of said Section 12 (as platted); thence N 89°01'36" W, 672.63 feet, along the Northerly line of "Wildwood Hills", as recorded in Liber 56 of Plats, on Page 4, Oakland County Records (recorded as S 89°08' E, 673.55 feet), and the East and West 1/4 line of said Section 12 (as platted), to the Northwest corner of said "Wildwood Hills"; thence N 89°09'17" W, 652.16 feet, to the Easterly right-of-way line of said Meadowbrook Road; thence N 02°16'02" E, 1355.39 feet, along the Easterly right-of-way line of said Meadowbrook Road, to the Point of Beginning. All of the above containing 40.1944 Acres. All of the above being subject to the rights of the public in any part thereof used, taken or deeded for street, road or highway purposes. All of the above being subject to all easements and restrictions of record.

LEGEND: ✕ IRON SET ● IRON FOUND ⊙ SECTION CORNER FOUND

PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT:
MERRIT McPHERSON CIESLAK, PC

SCALE: 1"=250' FIELD: MB/JA DRAWN: JRV

DATE: 02-03-06 0 125 250 500

JOB: 99-227C

DWG. No: 1 of 1 99227c-bnd/99227c-con-esmt.dwg

REVISED:

2900 E Grand River Ave.
Howell, MI 48843
(517) 546-8583

EXHIBIT B

Conservation Easement #1

A conservation easement located in the Northwest 1/4 of Section 12, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as commencing at the Northwest corner of said Section 12; thence S 02°16'02" W, 1281.52 feet, along the West line of said Section 12; thence S 87°22'25" E, 33.00 feet, to the easterly Right-of-Way line of Meadowbrook Road (66 feet wide); thence S 02°16'02" W, 881.08 feet along said Easterly Right-of-Way line to the Point of Beginning; thence N 69°04'17" E, 152.89 feet; thence N 37°46'21" W, 52.90 feet; thence N 34°39'30" W, 24.87 feet; thence N 75°38'42" W, 60.75 feet; thence N 30°11'07" W, 52.48 feet; thence N 45°11'53" E, 47.99 feet; thence N 79°46'23" E, 48.64 feet; thence S 67°29'13" E, 30.96 feet; thence N 70°23'40" E, 15.75 feet; thence N 57°26'38" E, 42.12 feet; thence N 66°57'15" E, 61.37 feet; thence N 41°13'19" E, 8.32 feet; thence N 06°28'05" W, 16.43 feet; thence N 43°56'01" E, 51.20 feet; thence N 66°17'26" E, 39.48 feet; thence N 75°40'12" E, 23.68 feet; thence N 45°45'13" E, 95.91 feet; thence N 61°01'17" E, 61.50 feet; thence S 63°40'02" E, 61.36 feet; thence S 30°30'28" E, 44.45 feet; thence S 79°04'43" E, 21.98 feet; thence N 69°35'19" E, 35.14 feet; thence S 56°41'17" E, 106.95 feet; thence S 50°00'26" E, 54.45 feet; thence N 77°37'56" E, 96.57 feet; thence N 57°31'05" E, 53.21 feet; thence S 77°02'17" E, 41.05 feet; thence N 84°51'22" E, 73.48 feet; thence N 58°44'38" E, 47.47 feet; thence N 82°04'43" E, 37.18 feet; thence S 74°12'51" E, 48.29 feet; thence N 72°07'44" E, 25.00 feet; thence S 17°52'16" E, 75.17 feet; thence S 72°49'28" W, 85.81 feet; thence S 29°31'24" W, 99.16 feet; thence S 31°47'09" E, 96.04 feet; thence S 27°24'38" E, 83.23 feet; thence S 23°11'31" E, 73.94 feet; thence S 62°07'35" E, 112.88 feet; thence S 30°12'37" E, 54.13 feet; thence S 17°01'50" E, 118.95 feet; thence S 86°25'32" E, 31.93 feet; thence S 02°36'00" W, 230.87 feet; thence N 89°01'36" W, 672.63 feet; thence N 89°09'17" W, 652.16 feet; thence N 02°16'02" E, 474.31 feet to the Point of Beginning

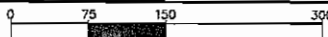


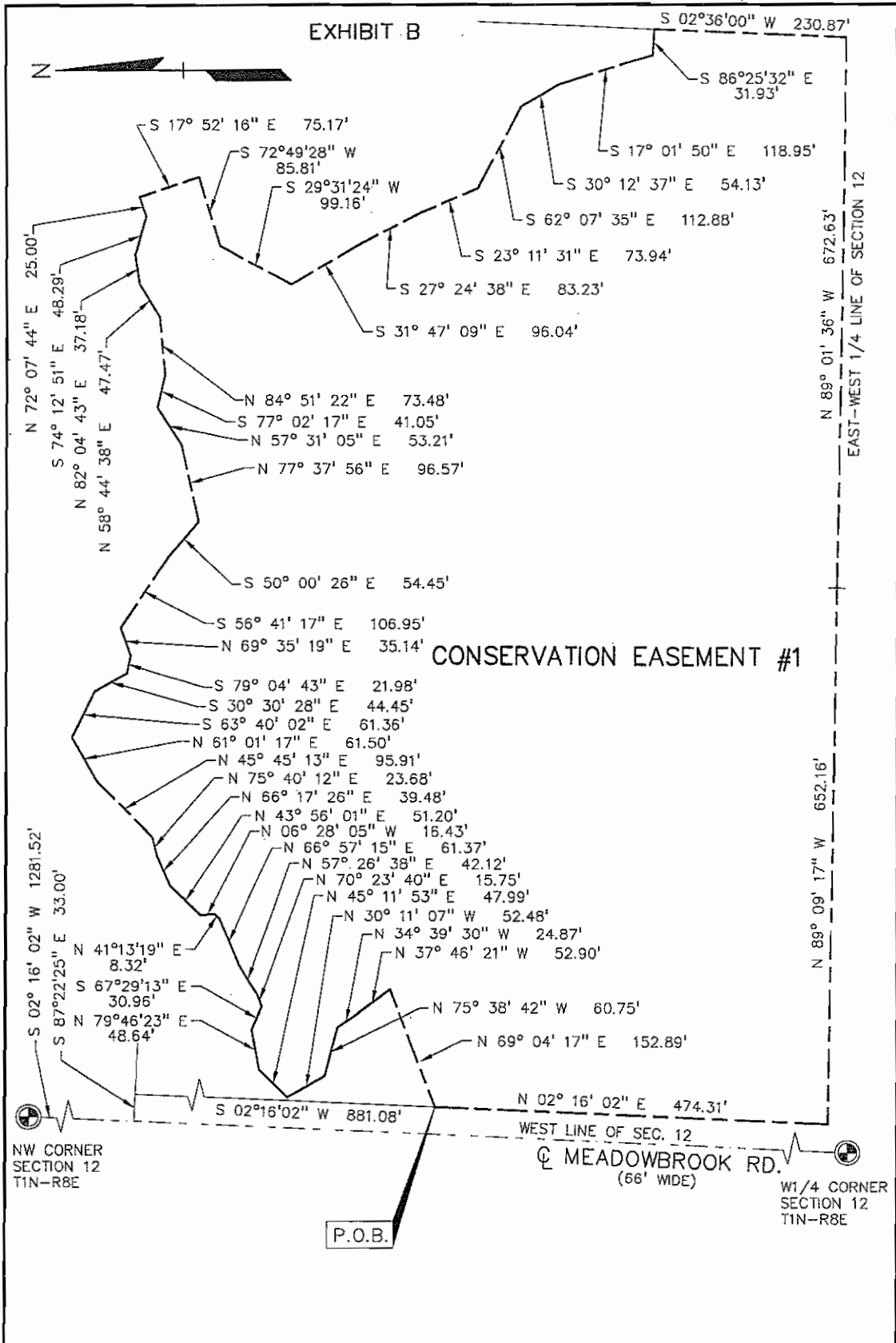
LEGEND: ✕ IRON SET ● IRON FOUND ⊕ SECTION CORNER FOUND			
PROFESSIONAL ENGINEERING ASSOCIATES			
CLIENT: MERRIT McPHERSON CIESLAK, PC			
SCALE: 1"=150'	FIELD: MB/JA	DRAWN: JRV	
DATE: 02-03-06			
JOB: 99-227C			
DWG. No: 2 of 3	99227c-bnd/99227c-con-esmt.dwg REVISED:		
			
2900 E Grand River Ave. Howell, MI 48843 (517) 546-8583			

EXHIBIT B



CONSERVATION EASEMENT #1

LEGEND: ✕ IRON SET ● IRON FOUND ● SECTION CORNER FOUND

PEA PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT: MERRIT McPHERSON CIESLAK, PC

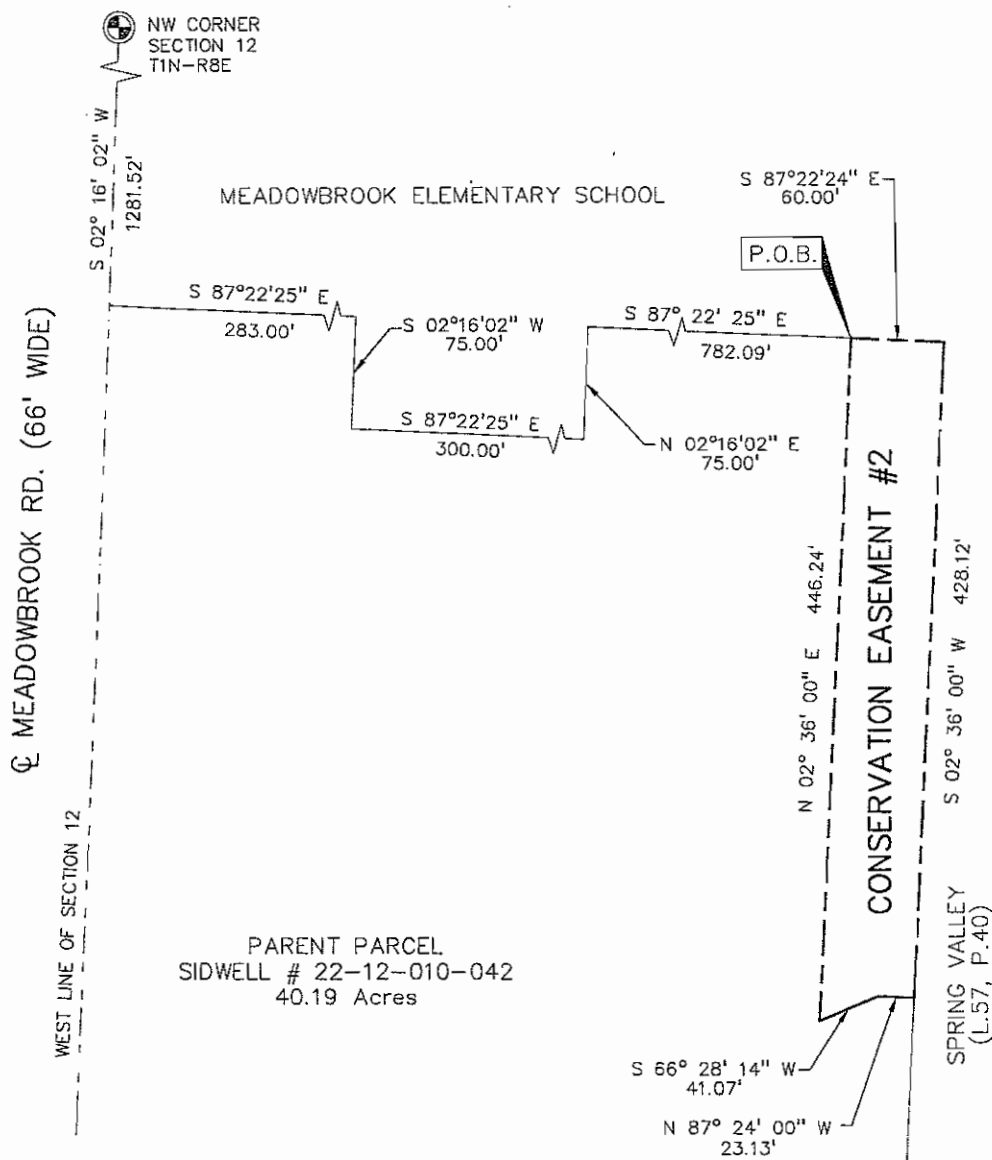
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DATE: 02-03-08 JOB: 99-227C DWG. No: 1 of 3

2900 E Grand River Ave. Howell, MI 48843 (517) 546-8583

99227c-bnd/99227c-con-esmt.dwg REVISED:

EXHIBIT B


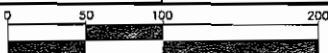


PARENT PARCEL
SIDWELL # 22-12-010-042
40.19 Acres

Conservation Easement #2

A conservation easement located in the Northwest 1/4 of Section 12, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as commencing at the Northwest corner of said Section 12; thence S 02°16'02" W, 1281.52 feet, along the West line of said Section 12; thence S 87°22'25" E, 283.00 feet; thence S 02°16'02" W, 75.00 feet; thence S 87°22'25" E, 300.00 feet; thence N 02°16'02" E, 75.00 feet; thence S 87°22'25" E, 722.09 feet to the POINT OF BEGINNING; thence continuing S 87°22'25" E, 60.00 feet; thence S 02°36'00" W, 428.12 feet; thence N 87°24'00" W, 23.13 feet; thence S 66°28'14" W, 41.07 feet; thence N 02°36'00" E, 446.24 feet to the POINT OF BEGINNING.

LEGEND: ✕ IRON SET ● IRON FOUND ⊙ SECTION CORNER FOUND

	PROFESSIONAL ENGINEERING ASSOCIATES		
	CLIENT: MERRIT McPHERSON CIESLAK, PC		
SCALE: 1"=100'	FIELD: MB/JA	DRAWN: JRV	
DATE: 02-03-06			
JOB: 99-227C	99227c-bnd/99227c-con-esmt.dwg		
DWG. No: 3 of 3	REVISED:		

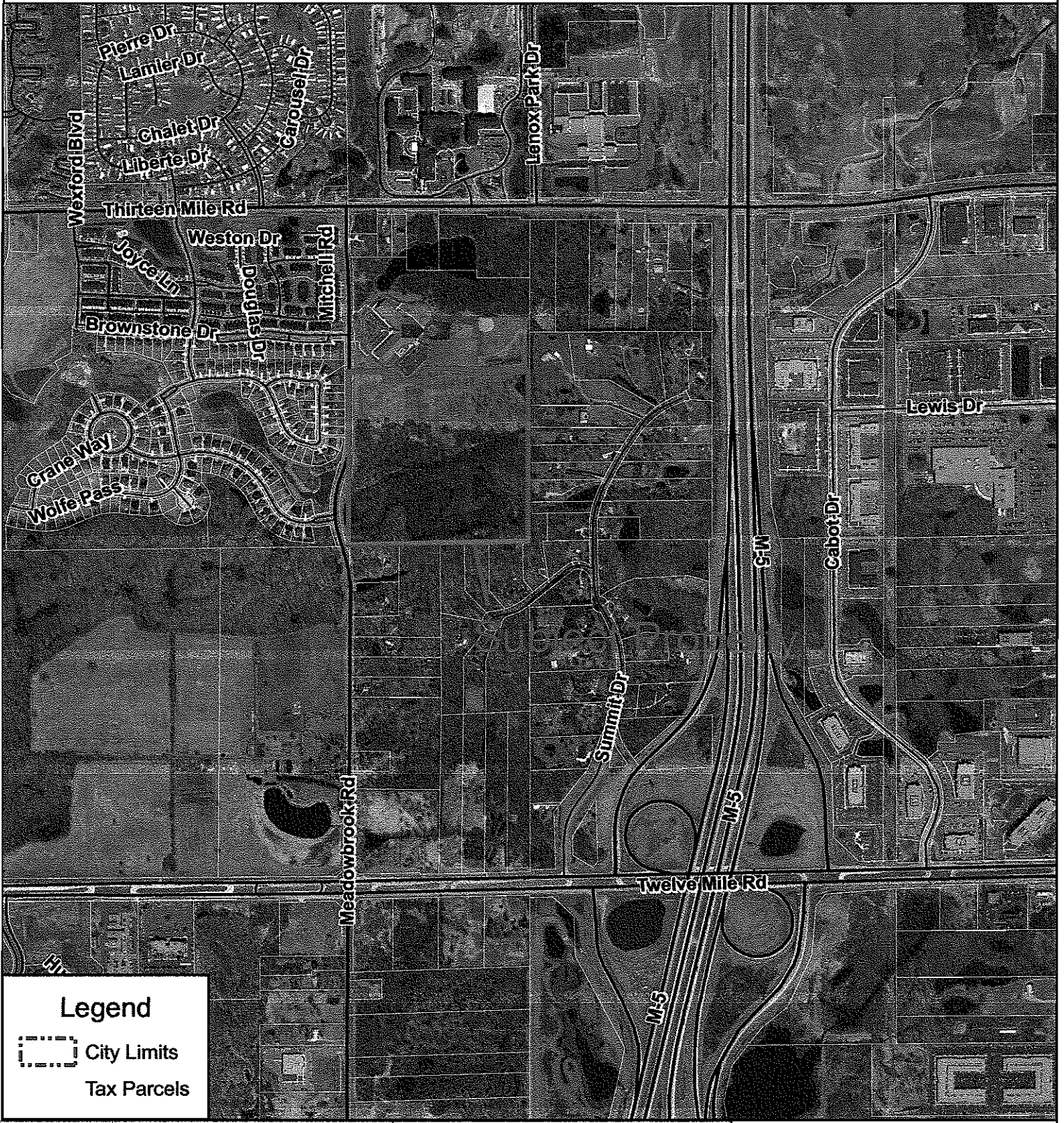
2900 E Grand River Ave.
Howell, MI 48843
(517) 546-8583

SITE PLAN

LOCATION MAP

Crosspointe Meadows Church

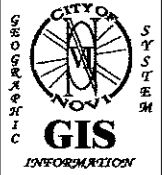
Location Map



Legend

City Limits

Tax Parcels



CITY OF NOVI PLAN REVIEW CENTER

Created by Mark Spencer
 date
 NOVI PLANNING DEPARTMENT
 45175 W. TEN MILE ROAD
 NOVI, MI 48375-3024
 (248) 347-0475
 WWW.CITYOFNOVI.ORG

0 225 450 900 1,350
 FEET

/cross pointe meadows location.mxd

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.