

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item F
May 11, 2015

SUBJECT: Acceptance of a Conservation Easement from Sri Venkateswara Temple and Cultural Center for woodland and wetland conservation areas on the Sri Venkateswara Temple and Cultural Center site, located on the west side of Taft Road between Grand River Avenue and Eleven Mile Road in Section 16 of the City.

SUBMITTING DEPARTMENT: Community Development Department – Planning Division *Baugh*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The temple portion (Phase 1) of the Sri Venkateswara Temple and Cultural Center development has been constructed on the 10.1 acre site located on the west side of Taft Road between Grand River Avenue and Eleven Mile Road. The current zoning of the property is RA, One-Family Residential. The Preliminary Site Plan, Special Land Use Permit, Wetland Permit, Woodland Permit and Stormwater Management Plan were approved by the Planning Commission on February 25, 2009.

The applicant has provided a conservation easement over the undisturbed natural areas including regulated woodlands and wetlands located on the property. Exhibit B graphically depicts the area being preserved, primarily along the outer edges and rear portion of the property.

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

RECOMMENDED ACTION: Acceptance of a Conservation Easement from Sri Venkateswara Temple and Cultural Center for woodland and wetland conservation areas on the Sri Venkateswara Temple and Cultural Center site, located on the west side of Taft Road between Grand River Avenue and Eleven Mile Road in Section 16 of the City.

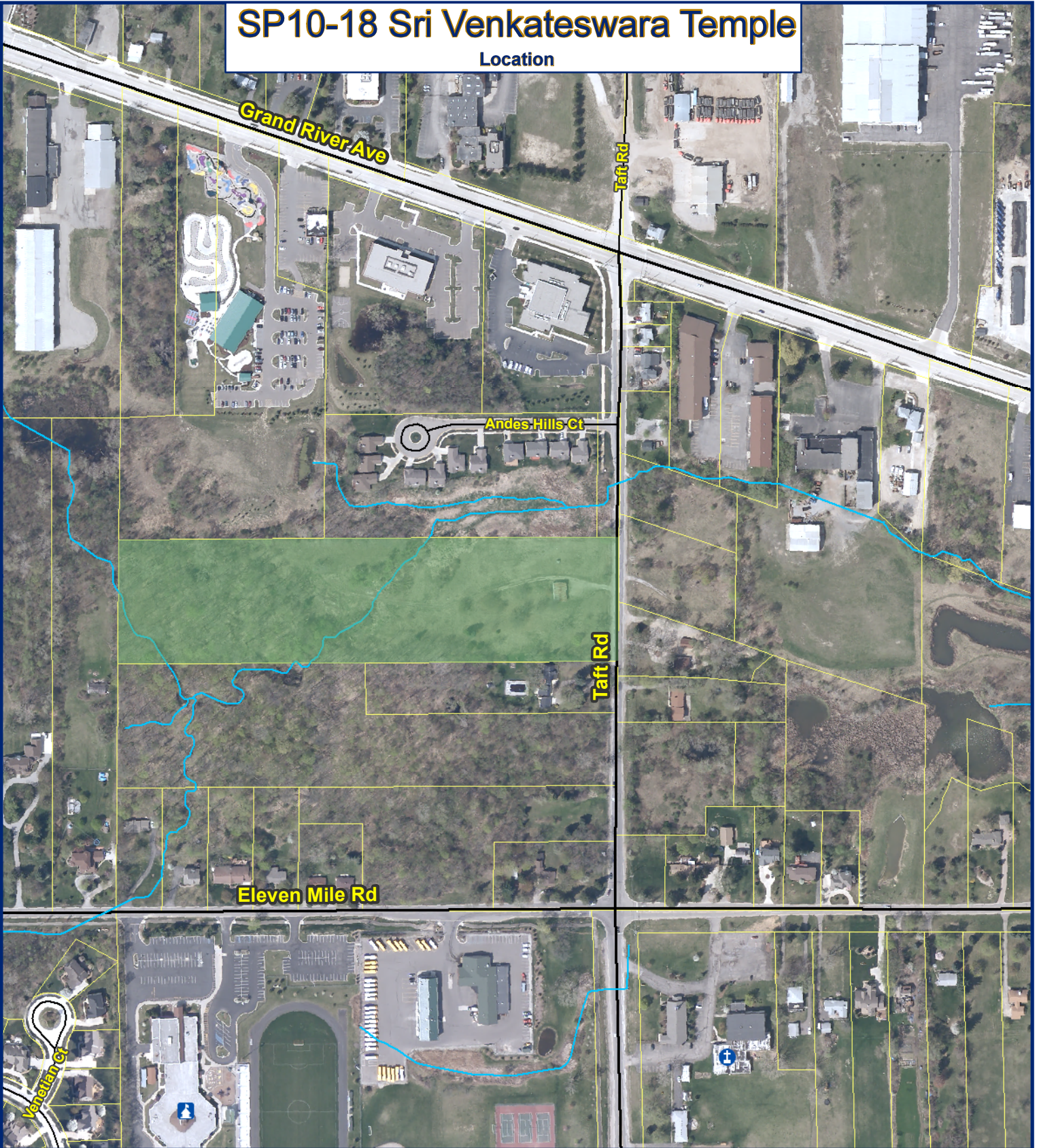
	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

	1	2	Y	N
Council Member Mutch				
Council Member Poupard				
Council Member Wrobel				

Location Map


SP10-18 Sri Venkateswara Temple

Location



Map Author: Kristen Kapelanski
 Date: 05/04/10
 Project: SP10-18 Sri Venkateswara Temple
 Version #: 1.0

Map Legend

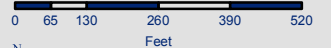
 Subject Property

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.



City of Novi
 Department Division
 Department Name
 45175 W Ten Mile Rd
 Novi, MI 48375
 cityofnovi.org



1 inch = 346 feet

Letter from City Attorney



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive, Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

March 19, 2015

Barb McBeth
Deputy Community Development Director
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**RE: Sri Venkateswara Temple
Woodland and Wetland Conservation Easement**

Dear Ms. McBeth:

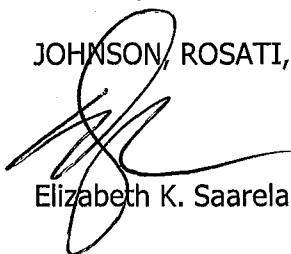
We have received and reviewed the final executed Conservation Easement for the woodlands and wetlands to be preserved in connection with the Sri Venkateswara Temple Property. The Conservation Easement is required as a condition of the applicant's woodland and wetland permits for the development. The Conservation Easement is satisfactory for the purposes provided. We recommend approval of the Conservation Easement in its current format. The Conservation Easement may be placed on an upcoming City Council Agenda for acceptance.

We note that the updated exhibit provided on January 6, 2015 by the applicant's engineer to correct previously identified errors in the legal description has been attached and has been approved by the City's Engineering Division.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

Sincerely,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth K. Saarela

Barb McBeth, Deputy Community Development Director

March 19, 2015

Page 2

EKS

C: Maryanne Cornelius, Clerk
Charles Boulard, Community Development Director
Kristen Kapelanski, Planner
Adam Wayne, Construction Engineer
Sheila Weber and Kristin Pace, Treasurer's Office
Sarah Marchioni, Building Permit Coordinator
Sue Troutman, City Clerk's Office
Praveen Manyam, Manyam Group
Thomas R. Schultz, Esquire

Conservation Easement

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (the "**Conservation Easement**") made this 19 day of DECEMBER, 2014, by and between SRI VENKATESWARA TEMPLE AND CULTURAL CENTER, a Michigan nonprofit corporation whose address is 26233 Taft Road, Novi Michigan 48374 (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 16 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 temple and cultural center development pursuant to the City of Novi Zoning Ordinance on the Property (the "**Development**"), subject to provision of an appropriate easement to permanently protect the woodlands and wetlands 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 **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 Grantor and 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 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 Grantee, 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 or wetlands and/or vegetation within the

Easement Areas, 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 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 Grantee 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 Areas, except that, upon reasonable written notice to Grantor, Grantee, and its authorized employees and agents, may enter upon and inspect the Easement Areas to determine whether the Easement Areas 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 Conservation Easement, and/or in the event of a failure to preserve and/or maintain the woodlands or wetlands in reasonable order and condition, in accordance with the terms of this Conservation Easement or applicable City Ordinance or state statute or regulation, Grantee may serve written notice upon 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 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, the Grantee shall thereupon have the power and authority, but not obligation, to enter upon the Easement Areas, or cause its agents or contractors to enter upon the Easement Areas, 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 legal fees incurred by the 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, and such amount shall constitute a lien on the Property. Grantee 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 Grantor, all unpaid amounts may be placed on the delinquent tax roll of Grantee, pro rata as to each unit in the Development, 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, in the event Grantee prevails in such litigation, such costs and expenses may be collected by suit initiated against Grantor, and, in such event, Grantor shall pay all court costs and reasonable attorney fees incurred by Grantee 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 Areas and, describing their 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.

GRANTOR

SRI VENKATESWARA TEMPLE AND CULTURAL CENTER, a Michigan non-profit corporation

By: Venkata R. Lingam
Its: TRUSTEE, SRI TEMPLE

STATE OF Michigan)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day of Dec, 2014 by VENKATA LINGAM as the Trustee of SRI Venkateswara Temple non-profit corp. limited liability company, on its behalf.

SYLVIA J BROWN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires: November 30, 2016
Acting in the County of OAKLAND

Sylvia J Brown
Notary Public WAYNE SYLVIA J. BROWN
Acting in Oakland County
My Commission Expires: 11/30/16

GRANTEE

CITY OF NOVI
A Municipal Corporation

By: _____

Its:

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:
Maryanne Cornelius, Clerk
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

Exhibit A

Legal Description:

A parcel of land located in part of the southeast ¼ section 16, T.I.N., R.8E. City of Novi, Oakland County, Michigan more particularly described as follows:

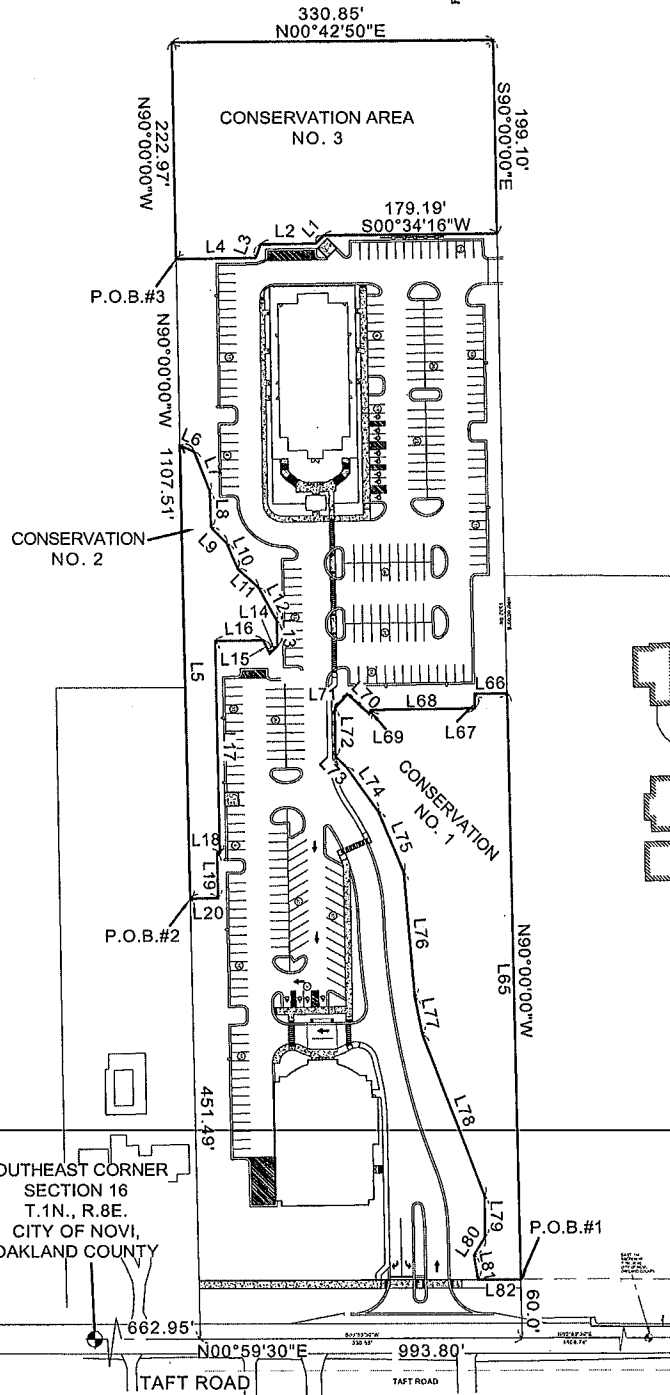
Commencing at the southeast corner of section 16, thence N00°59'30"E 662.95 ft, along the east line of said section 16 and the centerline of Taft Road (66 ft, wide) to the point of the beginning; thence due west 1330.50 ft; thence N00°42'50"E, 330.85 ft; thence due east, 1332.08 ft; to a point on the east line of said section 16; thence S00°59'30"W, 330.85 ft along the east line of said section 16 and the centerline of Taft Road to the point of beginning, containing 10.11 acres of land.

Sidwell Number: 22-16-451-032

Commonly known as: 26233 Taft Road

SECTION 16, T.1N., R.8E.
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

EXHIBIT 'B'



LINE TABLE		
LINE	LENGTH	BEARING
L1	11.79	S44°41'45"E
L2	56.41	S00°18'15"W
L3	15.04	S68°15'23"E
L4	81.29	S00°18'15"W
L5	464.88	N90°00'00"W
L6	15.30	N24°21'11"E
L7	44.27	N69°25'11"E
L8	36.64	N89°23'54"E
L9	23.41	N46°21'28"E
L10	27.98	N67°58'26"E
L11	28.80	N43°44'22"E
L12	38.17	N62°37'10"E
L13	26.81	S89°50'14"E
L14	10.32	S41°49'03"E
L15	15.13	S65°45'53"W
L16	49.24	S00°18'15"W
L17	218.00	S90°00'00"E
L18	3.00	S00°18'15"W
L19	46.20	S90°00'00"E
L20	28.67	S00°00'00"W
L65	601.42	N90°00'00"W
L66	33.96	S00°18'30"W
L67	14.93	S89°38'50"E
L68	107.30	S00°18'15"W
L69	4.20	S64°12'12"E
L70	29.90	S43°01'39"W
L71	19.56	S46°58'21"E
L72	49.41	S89°41'45"E
L73	15.72	N45°41'11"E
L74	55.60	N55°51'10"E
L75	68.04	N68°39'57"E
L76	128.79	N86°03'01"E
L77	39.68	N79°52'27"E
L78	176.76	N70°06'02"E
L79	41.99	S89°00'41"E
L80	21.67	S56°30'56"E
L81	25.21	N81°27'25"E
L82	44.64	N00°59'30"E

SOUTHEAST CORNER
SECTION 16
T.1N., R.8E.
CITY OF NOVI,
OAKLAND COUNTY

○ - Found Survey Corner
● - Set Survey Corner
Sheet 1 of 2

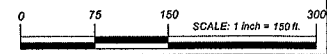


EXHIBIT 'B'

CONSERVATION
EASEMENT
NOVI, MICHIGAN

Date: 1-5-15
 Drawn By: MD
 Approved By: MD
 Project No.: 070805
 Drawing No.: 1

DU Diffin-Umlor
& ASSOCIATES

Civil Engineering • Surveying • Landscaping • Construction Services
 53115 GRAND RIVER AVENUE, NEW HUDSON, MI 48165
 PH: (248) 437-7803, FAX: (866) 690-4307

EXHIBIT 'C'

CONSERVATION EASEMENT NO. 1:

BEING PART OF THE SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 16 T1N, R8E COMMENCING AT THE SOUTHEAST CORNER OF SECTION 16; THENCE N00°59'30"E 993.80 FEET ALONG THE EAST LINE OF SECTION 16; THENCE N90°00'00"W 60.00 TO THE POINT OF BEGINNING #1; THENCE N90°00'00"W 601.42 FEET, THENCE S00°18'30"W 33.96 FEET, THENCE S89°38'50"E 14.93 FEET, THENCE S00°18'15"W 107.30 FEET, THENCE S64°12'12"E 4.20 FEET, THENCE S43°01'39"W 29.90 FEET, THENCE S46°58'21"E 19.56 FEET, THENCE S89°41'45"E 49.41 FEET, THENCE N45°41'11"E 15.72 FEET, THENCE N55°51'10"E 55.60 FEET, THENCE N68°39'57"E 68.04 FEET, THENCE N86°03'01"E 128.79 FEET, THENCE N79°52'27"E 39.68 FEET, THENCE N70°06'02"E 176.76 FEET, THENCE S89°00'41"E 41.99 FEET, THENCE S56°30'56"E 21.67 FEET, THENCE N81°27'25"E 25.21 FEET, THENCE N00°59'30"E 44.64 FEET TO THE POINT OF BEGINNING #1.

CONSERVATION EASEMENT NO. 2:

BEING PART OF THE SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 16 T1N, R8E COMMENCING AT THE SOUTHEAST CORNER OF SECTION 16; THENCE N00°59'30"E 662.95 FEET ALONG THE EAST LINE OF SECTION 16; THENCE N90°00'00"W 451.49 TO THE POINT OF BEGINNING #2; THENCE N90°00'00"W 464.88 FEET, THENCE N24°21'11"E 15.30 FEET, THENCE N69°25'11"E 44.27 FEET, THENCE N89°23'54"E 36.64 FEET, THENCE N46°21'28"E 23.41 FEET, THENCE N67°58'26"E 27.98 FEET, THENCE N43°44'22"E 28.80 FEET, THENCE N62°37'10"E 38.17 FEET, THENCE S89°50'14"E 26.81 FEET, THENCE S41°49'03"E 10.32 FEET, THENCE S65°45'53"W 15.13 FEET, THENCE S00°18'15"W 49.24 FEET, THENCE S90°00'00"E 218.00 FEET, THENCE S00°18'15"W 3.00 FEET, THENCE S90°00'00"E 46.20 FEET, THENCE S00°00'00"W 28.67 FEET TO THE POINT OF BEGINNING #2.

CONSERVATION EASEMENT NO. 3:

BEING PART OF THE SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 16 T1N, R8E COMMENCING AT THE SOUTHEAST CORNER OF SECTION 16; THENCE N00°59'30"E 662.95 FEET ALONG THE EAST LINE OF SECTION 16; THENCE N90°00'00"W 1107.51 TO THE POINT OF BEGINNING #3; THENCE N90°00'00"W 222.97 FEET, THENCE N00°42'50"E 330.85 FEET, THENCE S90°00'00"E 199.10 FEET, THENCE S00°34'16"W 179.19 FEET, THENCE S44°41'45"E 11.79 FEET, THENCE S00°18'15"W 56.41 FEET, THENCE S68°15'23"E 15.04 FEET, THENCE S00°18'15"W 81.29 FEET TO THE POINT OF BEGINNING #3.

Sheet 2 of 2

 **Diffin-Umlor**
& ASSOCIATES

Civil Engineering • Surveying • Landscaping • Construction Services
53115 GRAND RIVER AVENUE, NEW HUDSON, MI 48165
PH: (248) 437-7803, FAX: (866) 690-4307

EXHIBIT 'C'

CONSERVATION
EASEMENT
NOVI, MICHIGAN

Date:	1-5-15
Drawn By:	MD
Approved By:	MD
Project No.:	070805
Drawing No.:	2