



**CITY OF NOVI CITY COUNCIL  
DECEMBER 19, 2022**

**SUBJECT:** Acceptance of a Woodland Conservation Easement from Catholic Central High School of Detroit for woodland replacement areas being offered as a part of JSP21-17 Catholic Central Connector Road, for property located on the south side of Twelve Mile Road between Wixom Road and Napier Road in Section 18 of the City.

**SUBMITTING DEPARTMENT:** Community Development, Planning

**BACKGROUND INFORMATION:**

The applicant received site plan approval to construct a driveway and detention basins on its two adjoining parcels. The connector road provides a new site entrance/exit on Twelve Mile Road and will primarily serve as a construction route for future development phases. The Planning Commission approved the Preliminary Site Plan, Wetland Permit, Woodland Permit, and Stormwater Management Plan on December 8, 2021. Final Stamping Set approval was granted administratively on October 27, 2022.

The applicant is offering a Woodland Conservation Easement for the purpose of protecting the woodland areas and woodland replacement trees. The easement areas shall be perpetually preserved and maintained, in its natural and undeveloped condition, unless authorized by the City. The conservation easement plan, shown as Exhibit B of the easement document, graphically depicts the areas being preserved.

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.

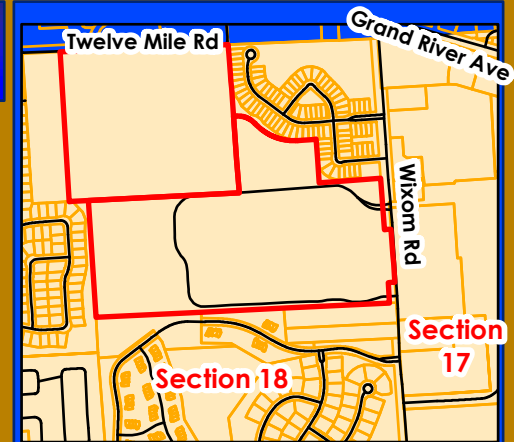
**RECOMMENDED ACTION:**

Acceptance of a Woodland Conservation Easement from Catholic Central High School of Detroit for woodland replacement areas being offered as a part of JSP21-17 Catholic Central Connector Road, for property located on the south side of Twelve Mile Road between Wixom Road and Napier Road in Section 18 of the City.



**LOCATION MAP WITH EASEMENT AREAS**

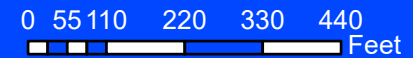
# JSP 21-17 Catholic Central Connector Road

## WOODLAND CONSERVATION EASEMENTS



**Legend**

-  Subject Property
-  Woodland Easements



1 inch = 270 feet



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

Map Author: James Hill  
Date: 11/30/2022  
Project: Catholic Central Connector Road  
Version #: 1

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**

## **WOODLAND CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Catholic Central High School of Detroit, Inc, a Michigan nonprofit corporation, (aka Catholic Central High School of Detroit Michigan, Catholic Central High School, or Catholic Central High School of Detroit, Inc.), whose address is 27225 Wixom 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 18 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 driveway and detention basins 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. Tax Identification Number: 22-18-200-026 and 22-18-200-027

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, 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. No buildings or decks may encroach into the woodlands or buffer 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 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.

GRANTOR


The Catholic Central High School of Detroit, Inc, a Michigan nonprofit corporation



By: Edward Turek  
Its: President

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 5<sup>TH</sup> day of DECEMBER, 20 22, by Edward Turek, as the President of The Catholic Central High School of Detroit, Inc, a Michigan nonprofit corporation, on its behalf.

  
\_\_\_\_\_  
Notary Public  
Acting in OAKLAND County  
My Commission Expires: 10-15-28

MICHAEL D. WILSON  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 15, 2028  
ACTING IN COUNTY OF OAKLAND

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: \_\_\_\_\_

Tax Identification Number: 22-18-200-026 and 22-18-200-027

Drafted By:  
Elizabeth K. Saarela, Esquire  
Rosati, Schultz, Joppich & Amtsbeuchler, 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'**

**OVERALL LEGAL DESCRIPTION:**

**(TAX ID. 23-18-200-026 AND 22-18-200-027)**

PART OF THE NORTH 1/2 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 18 AND PROCEEDING ALONG THE NORTH LINE OF SAID SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF 12 MILE ROAD (33 FEET WIDE, 1/2 WIDTH) S. 88°55'17" E. 1316.65 FEET; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG BERKSHIRE POINTE, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 2080, 1) S. 00°44'12" E. 630.03 FEET, 2) S. 89°31'51" E. 29.92 FEET, 3) 177.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 200.00 FEET, CENTRAL ANGLE 50°49'12" AND A CHORD THAT BEARS S. 64°07'16" E. 171.64 FEET, 4) 417.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 459.96 FEET, CENTRAL ANGLE 51°58'21" AND A CHORD THAT BEARS S. 64°41'50" E. 403.07 FEET, 5) N. 89°19'00" E. 165.00 FEET, 6) S. 00°41'00" E. 384.00 FEET AND 7) N. 89°19'00" E. 539.99 FEET TO A POINT ON THE 60 FOOT RIGHT OF WAY LINE OF WIXOM ROAD; THENCE ALONG SAID LINE S. 00°41'00" E. 1098.12 FEET TO A POINT ON THE NORTH LINE OF ISLAND LAKE VINEYARDS, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 1271; THENCE ALONG SAID LINE N. 89°23'05" W. 2585.76 FEET TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18, ALSO BEING THE EAST LINE OF ANDELINA RIDGE, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 2063; THENCE ALONG SAID LINE N. 00°15'03" W. 1028.05 FEET; THENCE N. 89°31'51" W. 165.00 FEET; THENCE N. 00°15'03" W. 1320.00 FEET TO A POINT ON SAID NORTH LINE OF SECTION 18, ALSO BEING THE CENTERLINE OF 12 MILE ROAD; THENCE ALONG SAID LINE S. 89°31'51" E. 165.00 FEET TO SAID NORTH 1/4 CORNER OF SECTION 18 AND POINT OF BEGINNING CONTAINING 115.11 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER WIXOM ROAD AND 12 MILE ROAD.

BASIS OF BEARING FOR THE PROPERTY DESCRIPTION IS THE NORTH-SOUTH 1/4 LINE, SEC. 28 S. 00°15'03" E.

<b>REVISIONS</b>			<b>OVERALL LEGAL DESCRIPTION</b> <b>CATHOLIC CENTRAL HIGH SCHOOL</b> CITY OF NOVI OAKLAND COUNTY MICHIGAN  Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	DATE	SCALE
ITEM	DATE	BY		8-15-22	HOR: 1" =
			DESIGNED BY	FIELD BOOK NO.	
				JOB NO.	
				19120.1	
			DRAWN BY	SHEET NO.	
			PTG	1/1	

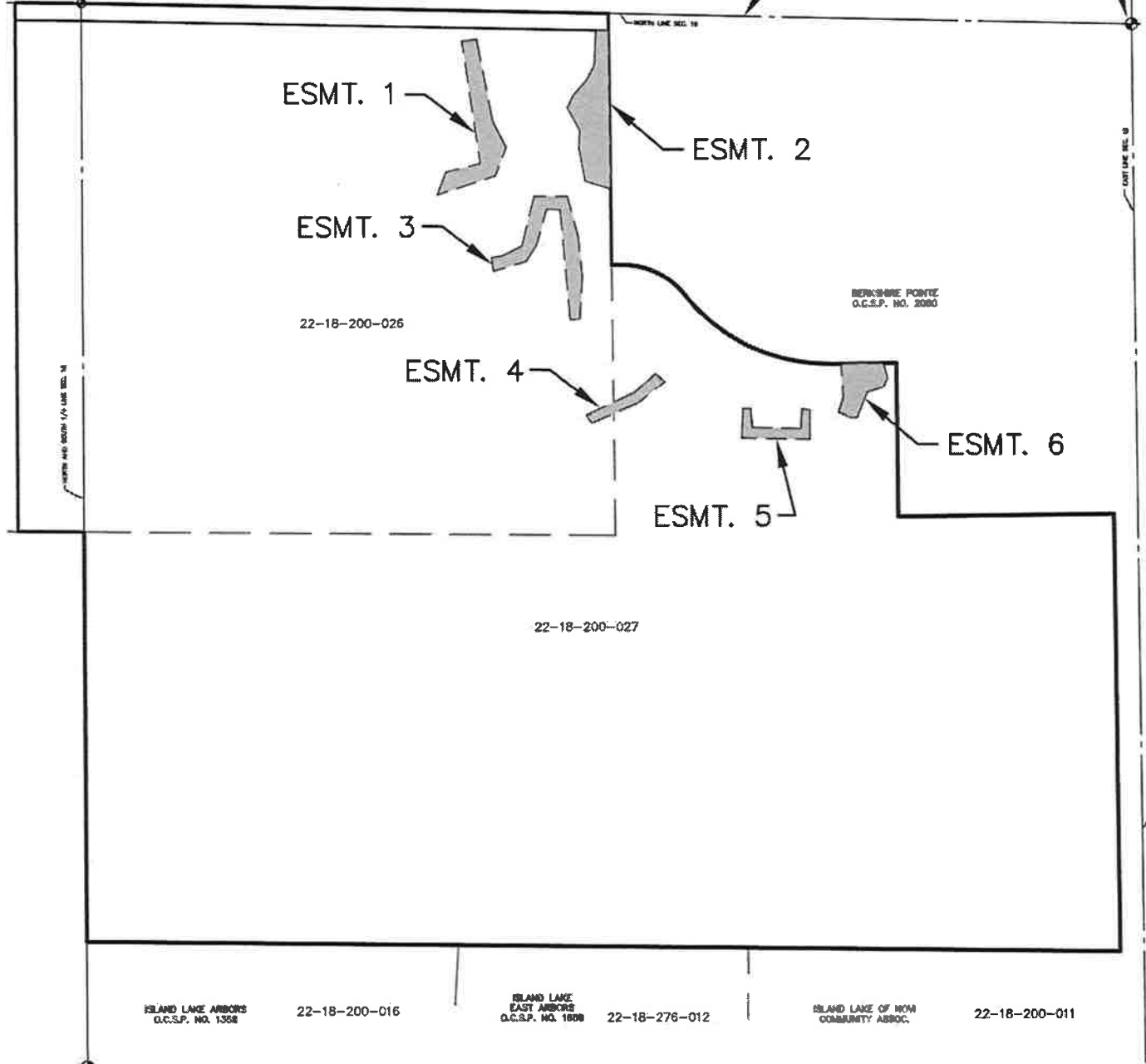
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EXHIBIT 'B'

N. 1/4 CORNER  
SECTION 18  
T. 1 N., R. 8 E.  
CITY OF NOVI  
OAKLAND CO., MI

N.E. CORNER  
SECTION 18  
T. 1 N., R. 8 E.  
CITY OF NOVI  
OAKLAND CO., MI

C/L 12 MILE ROAD  
(33' WD., 1/2 WIDTH)



**LEGEND**

- BOUNDARY LINE
- EASEMENTS (ESMT.)



SCALE: 1" = 400'

REVISIONS		
ITEM	DATE	BY
PER REVIEW	10-28-22	PTG

**CONSERVATION EASEMENT**  
**CATHOLIC CENTRAL HIGH SCHOOL**  
 CITY OF NOVI OAKLAND COUNTY MICHIGAN  
  
**ZEIMET WOZNIAK & ASSOCIATES**  
 Civil Engineers & Land Surveyors  
 55800 GRAND RIVER AVE, SUITE 100  
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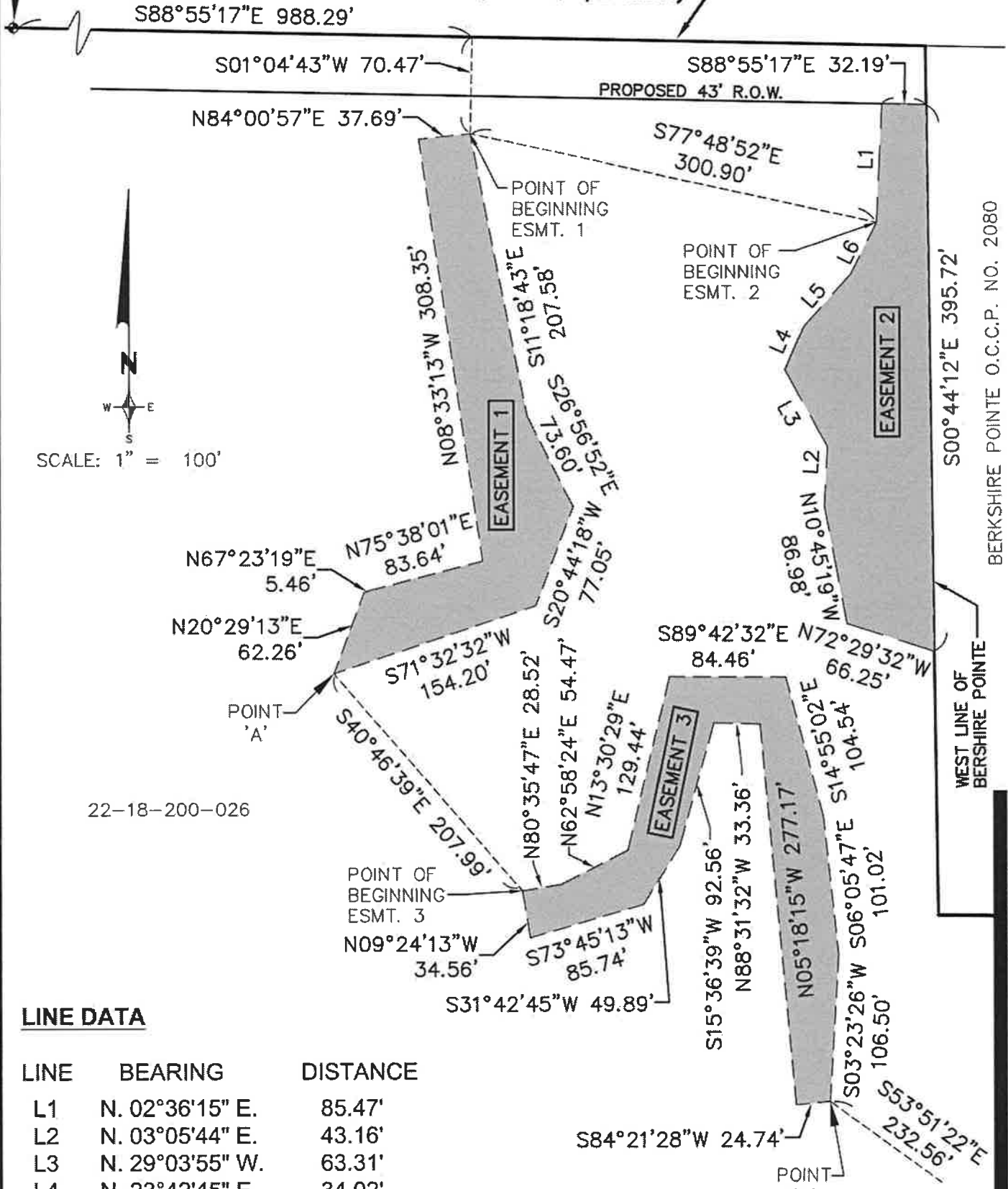
DATE	8-15-22	SCALE	1" = 400'
DESIGNED BY	PTG	FIELD BOOK NO.	
DRAWN BY	PTG	JOB NO.	19120.1
		SHEET NO.	1/5

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# EXHIBIT 'B'

N. 1/4 CORNER  
SECTION 18  
T. 1 N., R. 8 E.  
CITY OF NOVI  
OAKLAND CO., MI

C/L 12 MILE ROAD  
(33' WD., 1/2 WIDTH)



SCALE: 1" = 100'

22-18-200-026

### LINE DATA

LINE	BEARING	DISTANCE
L1	N. 02°36'15" E.	85.47'
L2	N. 03°05'44" E.	43.16'
L3	N. 29°03'55" W.	63.31'
L4	N. 23°42'45" E.	34.02'
L5	N. 41°37'14" E.	51.29'
L6	N. 26°43'35" E.	42.11'
L7	NOT USED	

### LEGEND

- BOUNDARY LINE
- - - - - EASEMENTS
- L1 LINE NUMBER
- ESMT. EASEMENT

BERKSHIRE POINTE O.C.C.P. NO. 2080

WEST LINE OF BERSHIRE POINTE

MATCH LINE SEE SHEET 3/5

REVISIONS		
ITEM	DATE	BY
PER REVIEW	10-28-22	PTG

**CONSERVATION EASEMENT**  
**CATHOLIC CENTRAL HIGH SCHOOL**  
CITY OF NOVI OAKLAND COUNTY MICHIGAN



**ZEIMET WOZNIAK**  
& ASSOCIATES  
Civil Engineers & Land Surveyors  
55800 GRAND RIVER AVE, SUITE 100  
NEW HUDSON, MICHIGAN 48165  
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

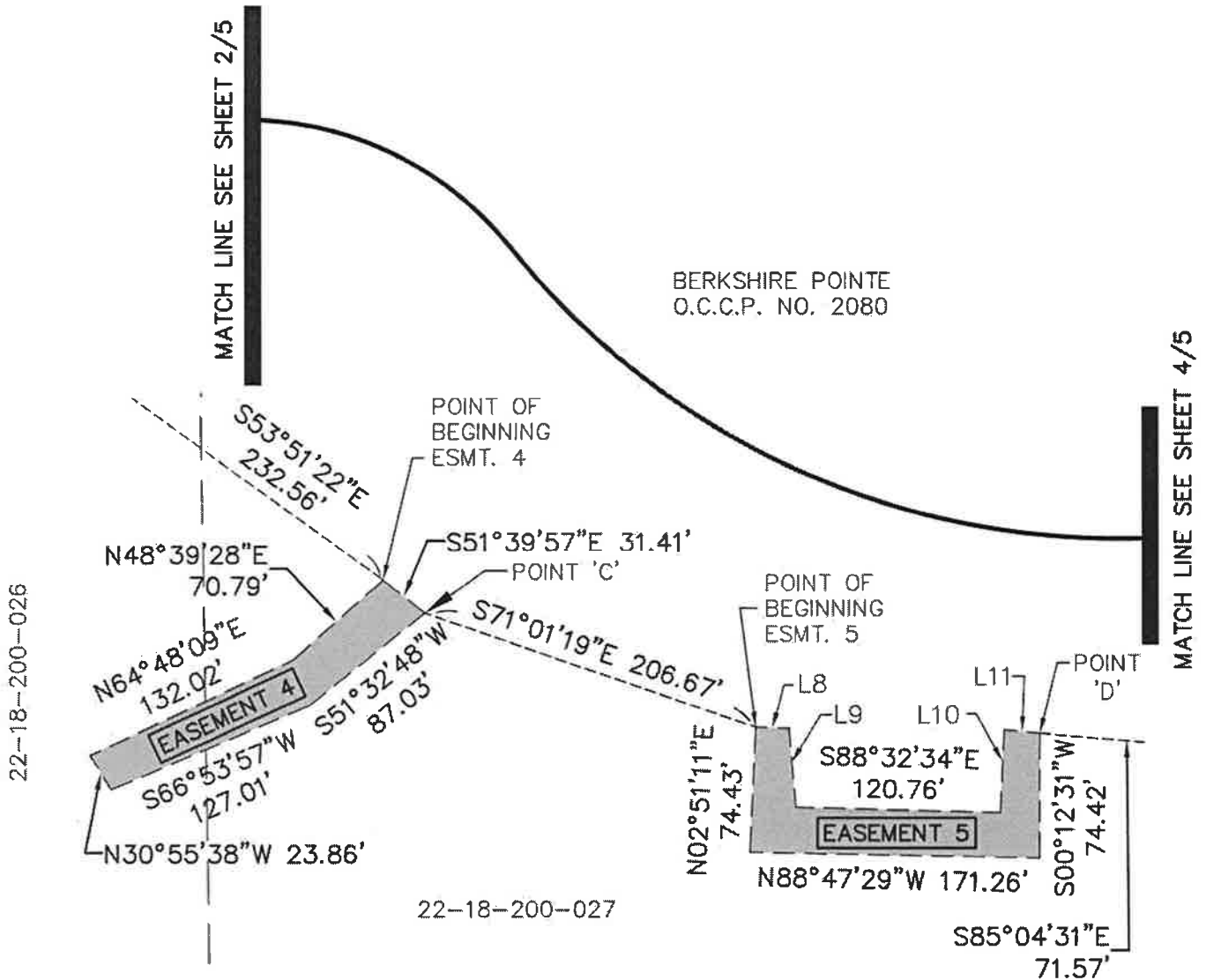
DATE	8-15-22	SCALE	HOR: 1" = 100'
DESIGNED BY	PTG	JOB NO.	19120.1
DRAWN BY	PTG	SHEET NO.	2/5

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# EXHIBIT 'B'

## LEGEND

	BOUNDARY LINE
	EASEMENTS
L1	LINE NUMBER
ESMT.	EASEMENT



### LINE DATA

LINE	BEARING	DISTANCE
L8	S. 88°25'01" E.	19.61'
L9	S. 04°43'12" E.	47.22'
L10	N. 02°50'33" E.	49.19'
L11	S. 84°37'52" E.	21.24'



SCALE: 1" = 100'

REVISIONS		
ITEM	DATE	BY
PER REVIEW	10-28-22	PTG

**CONSERVATION EASEMENT**  
**CATHOLIC CENTRAL HIGH SCHOOL**  
 CITY OF NOVI OAKLAND COUNTY MICHIGAN

  
**ZEIMET WOZNIAK**  
 & ASSOCIATES  
 Civil Engineers & Land Surveyors  
 55800 GRAND RIVER AVE, SUITE 100  
 NEW HUDSON, MICHIGAN 48165  
 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

DATE	8-15-22	SCALE	HOR: 1" = 100'
DESIGNED BY	PTG	FIELD BOOK NO.	
DRAWN BY	PTG	JOB NO.	19120.1
		SHEET NO.	3/5

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# EXHIBIT 'B'

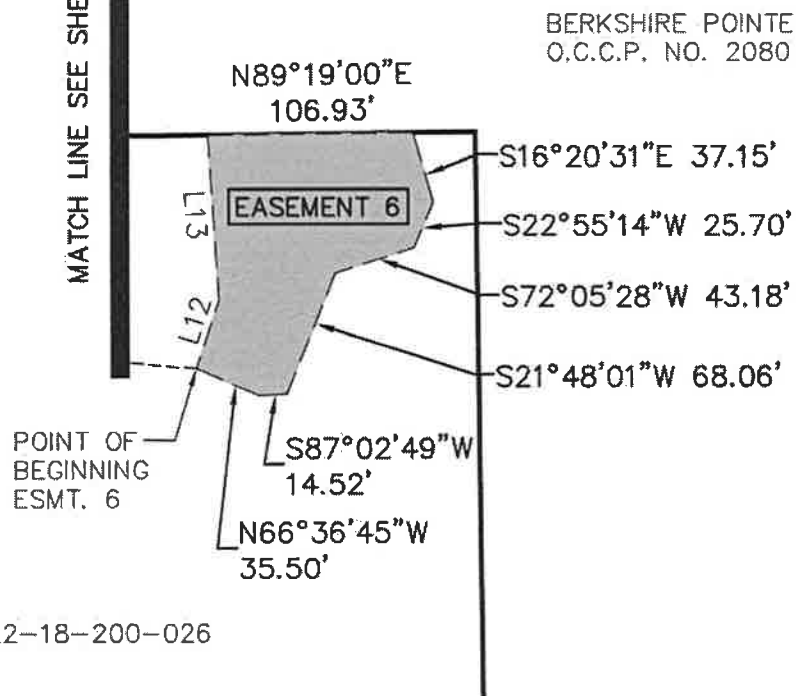
## LEGEND

- BOUNDARY LINE
- EASEMENTS
- ESMT. EASEMENT



SCALE: 1" = 100'

MATCH LINE SEE SHEET 3/5



### LINE DATA

LINE	BEARING	DISTANCE
L12	N. 18°00'19" E.	37.93'
L13	N. 03°47'44" W.	85.28'

REVISIONS		
ITEM	DATE	BY
PER REVIEW	10-28-22	PTG

**CONSERVATION EASEMENT**  
**CATHOLIC CENTRAL HIGH SCHOOL**  
 CITY OF NOVI OAKLAND COUNTY MICHIGAN

**Z E I M E T W O Z N I A K**  
 & ASSOCIATES  
 Civil Engineers & Land Surveyors  
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DATE	SCALE
8-15-22	HOR: 1" = 100'
DESIGNED BY	FIELD BOOK NO.
PTG	
DRAWN BY	JOB NO.
PTG	19120.1
	SHEET NO.
	4/5

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EXHIBIT 'B'

CONSERVATION EASEMENT LEGAL DESCRIPTION

A DESCRIPTION OF SIX (6) NON-CONTIGUOUS CONSERVATION EASEMENTS REFERRED TO AS EASEMENTS 1, 2, 3, 4, 5 AND 6 LOCATED IN THE N.E. 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE N. 1/4 CORNER OF SAID SECTION 18, THENCE S. 88°55'17" E. 988.29 FEET ALONG THE NORTH LINE OF SAID SECTION 18, ALSO BEING THE CENTERLINE OF 12 MILE ROAD (33 FEET WIDE, 1/2 WIDTH); THENCE S. 01°04'43" W. 70.47 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 1; THENCE ALONG SAID EASEMENT S. 11°18'43" E. 207.58 FEET; THENCE S. 26°56'52" E. 73.60 FEET; THENCE S. 20°44'18" W. 77.05 FEET; THENCE S. 71°32'32" W. 154.20 FEET TO POINT 'A'; THENCE N. 20°29'13" E. 62.26 FEET; THENCE N. 67°23'19" E. 5.46 FEET; THENCE N. 75°38'01" E. 83.64 FEET; THENCE N. 08°33'13" W. 308.35 FEET; THENCE N. 84°00'57" E. 37.69 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 1; THENCE FROM SAID POINT OF BEGINNING OF EASEMENT 1 S. 77°48'52" E. 300.90 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 2; THENCE ALONG SAID EASEMENT N. 02°36'15" E. 85.47 FEET TO A POINT ON THE PROPOSED 43 FOOT RIGHT OF WAY LINE OF 12 MILE ROAD; THENCE ALONG SAID LINE S. 88°55'17" E. 32.19 FEET TO A POINT ON THE WEST LINE OF BERKSHIRE POINTE, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 2080; THENCE ALONG SAID WEST LINE S. 00°44'12" E. 395.72 FEET; THENCE N. 72°29'32" W. 66.25 FEET; THENCE N. 10°45'19" W. 86.98 FEET; THENCE N. 03°05'44" E. 43.16 FEET; THENCE N. 29°03'55" W. 63.31 FEET; THENCE N. 23°42'45" E. 34.02 FEET; THENCE N. 41°37'14" E. 51.29 FEET; THENCE N. 26°43'35" E. 42.11 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 2; THENCE FROM SAID POINT 'A' S. 40°46'39" E. 207.99 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 3; THENCE ALONG SAID EASEMENT N. 80°35'47" E. 28.52 FEET; THENCE N. 62°58'24" E. 54.47 FEET; THENCE N. 13°30'29" E. 129.44 FEET; THENCE S. 89°42'32" E. 84.46 FEET; THENCE S. 14°55'02" E. 104.54 FEET; THENCE S. 06°05'47" E. 101.02 FEET; THENCE S. 03°23'26" W. 106.50 FEET TO POINT 'B'; THENCE S. 84°21'28" W. 24.74 FEET; THENCE N. 05°18'15" W. 277.17 FEET; THENCE N. 88°31'32" W. 33.36 FEET; THENCE S. 15°36'39" W. 92.56 FEET; THENCE S. 31°42'45" W. 49.89 FEET; THENCE S. 73°45'13" W. 85.74 FEET; THENCE N. 09°24'13" W. 34.56 FEET TO THE POINT OF BEGINNING OF EASEMENT 3; THENCE FROM SAID POINT 'B' S. 53°51'22" E. 232.56 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 4; THENCE ALONG SAID EASEMENT S. 51°39'57" E. 31.41 FEET TO POINT 'C'; THENCE S. 51°32'48" W. 87.03 FEET; THENCE S. 66°53'57" W. 127.01 FEET; THENCE N. 30°55'38" W. 23.86 FEET; THENCE N. 64°48'09" E. 132.02 FEET; THENCE N. 48°39'28" E. 70.79 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 4; THENCE FROM SAID POINT 'C' S. 71°01'19" E. 206.67 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 5; THENCE ALONG SAID EASEMENT S. 88°25'01" E. 19.61 FEET; THENCE S. 04°43'12" E. 47.22 FEET; THENCE S. 88°32'34" E. 120.76 FEET; THENCE N. 02°50'33" E. 49.19 FEET; THENCE S. 84°37'52" E. 21.24 FEET TO POINT 'D'; THENCE S. 00°12'31" W. 74.42 FEET; THENCE N. 88°47'29" W. 171.26 FEET; THENCE N. 02°51'11" E. 74.43 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 5; THENCE FROM SAID POINT 'D' S. 85°04'31" E. 71.57 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 6; THENCE ALONG SAID EASEMENT N. 18°00'19" E. 37.93 FEET; THENCE N. 03°47'44" W. 85.28 FEET TO A POINT ON SAID BERKSHIRE POINTE; THENCE ALONG SAID BERKSHIRE POINTE N. 89°19'00" E. 106.93 FEET; THENCE S. 16°20'31" E. 37.15 FEET; THENCE S. 22°55'14" W. 25.70 FEET; THENCE S. 72°05'28" W. 43.18 FEET; THENCE S. 21°48'01" W. 68.06 FEET; THENCE S. 87°02'49" W. 14.52 FEET; THENCE N. 66°36'45" W. 35.50 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 6.

TAX ID. 22-18-200-026 AND 22-18-200-027

REVISIONS			<b>CONSERVATION EASEMENT</b> <b>CATHOLIC CENTRAL HIGH SCHOOL</b> CITY OF NOVI OAKLAND COUNTY MICHIGAN		DATE	SCALE	
ITEM	DATE	BY			8-15-22	HOR: 1" =	FIELD BOOK NO.
PER REVIEW	10-28-22	PTG	 <b>Civil Engineers &amp; Land Surveyors</b> 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		DESIGNED BY	JOB NO.	© COPYRIGHT 2022
						19120.1	
					DRAWN BY	SHEET NO.	
					PTG	5/5	

**ATTORNEY'S APPROVAL LETTER**

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

December 7, 2022

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

**RE: Catholic Central Connector Road JSP 21-17**  
***Woodland Conservation Easement***

Dear Ms. McBeth:

We have received and reviewed a copy of the original executed Woodland Conservation Easement for the Catholic Central Connector Road Project. The Woodland Conservation Easement provided is satisfactory for the purpose of protecting the remaining woodlands and woodland replacement trees. Subject to the approval of the Exhibits by the City's Consulting Engineer, the Woodland Conservation Easement may be placed on an upcoming City Council Agenda for approval.

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 light blue horizontal line.

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk  
Charles Boulard, Community Development Director  
Lindsay Bell, Planner  
Christian Carroll, Planner  
Ben Peacock, Planner  
Angie Sosnowski, Community Development Bond Coordinator



Barb McBeth, City Planner  
City of Novi  
December 7, 2022  
Page 2

Ben Croy, City Engineer  
Humna Anjum, Project Engineer  
Rebecca Runkel, Project Engineer  
Sarah Marchioni, Community Development Building Project Coordinator  
Adam Chludzinski, Project Engineer  
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker  
Andy Wozniak, Ziemet Wozniak & Associates  
Thomas R. Schultz, Esquire

**ENGINEERING CONSULTANT'S APPROVAL LETTER**

November 7, 2022

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

Re: Catholic Central Connector Road - Planning Document Review  
Novi # JSP21-0017  
SDA Job No. NV22-205  
**EXHIBITS APPROVED**

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on November 7, 2022 against the current submitted plan set. We offer the following comments:

**Submitted Documents:**

1. Woodland Conservation Easement – (unexecuted: exhibit dated 10/28/2022)  
Exhibits 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