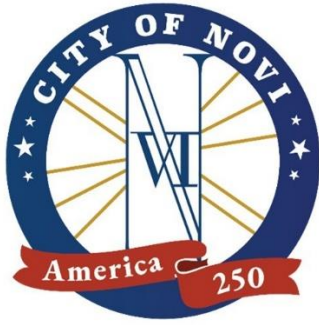




CITY OF NOVI CITY COUNCIL August 31, 2026

SUBJECT: Acceptance of a Conservation Easement associated with Michigan CAT, for property located east of Novi Road, north of Catherine Drive.

SUBMITTING DEPARTMENT: Community Development, Planning

KEY HIGHLIGHTS:

- The Planning Commission approved a Woodland Permit as part of a site plan to allow the construction of a new pump and shore equipment storage yard.
- The project is also subject to a PRO Agreement, approved by City Council on February 27, 2023.
- The City Council is asked to accept a conservation easement to protect woodland replacement trees planted on-site.

BACKGROUND INFORMATION:

The applicant, Tarbert Properties, received site plan approval to construct their pump and shore maintenance yard. The Planning Commission approved the Preliminary Site Plan, Woodland Permit and Stormwater Management Plan on January 10, 2024.

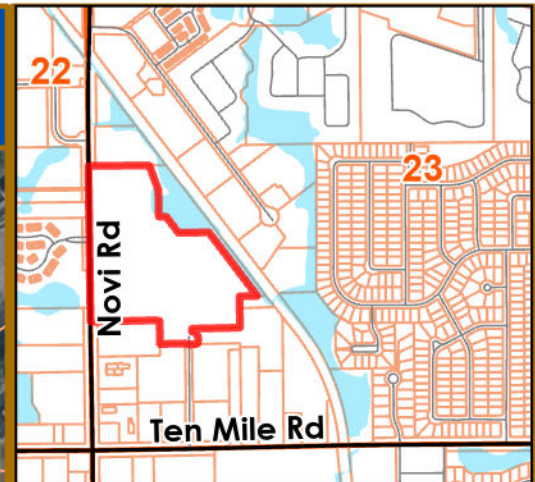
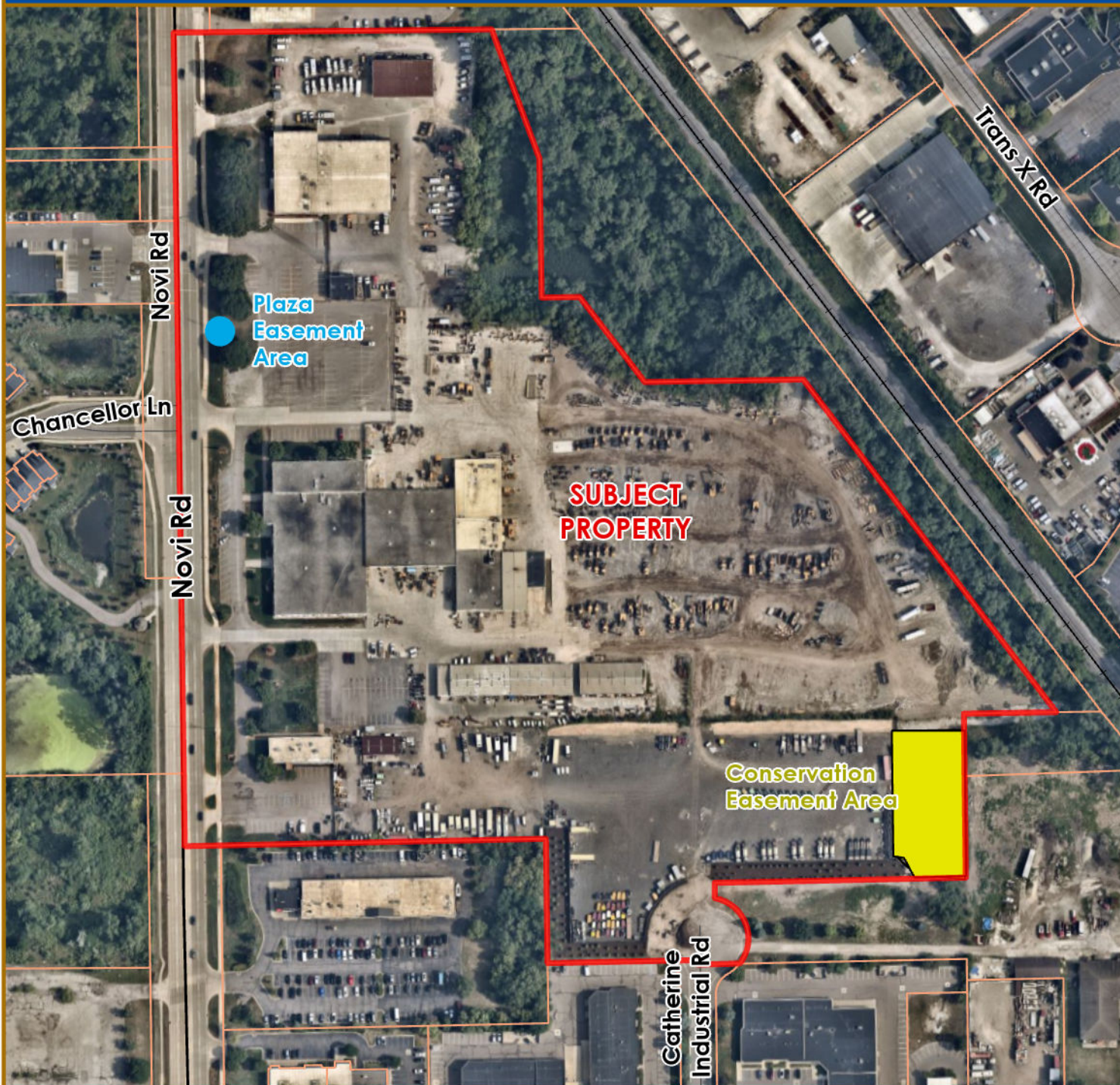
The applicant is offering a Conservation Easement for the purpose of protecting woodland replacement trees, which is a condition of the PRO Agreement. The easement states the subject area shall be perpetually preserved and maintained in its natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy. The proposed conservation area, shown in Exhibit B of the easement document, illustrates the easement area at the northwest corner of the property totaling approximately 0.63 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 a Conservation Easement associated with JSP23-47 Michigan CAT, for property located east of Novi Road, north of Catherine Drive.

MAP
Location Map with
Easement Areas

JSP23-0047 MI CAT PUMP & SHORE YARD



 Sections



City of Novi

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

0 80 160 320 Feet
1 inch = 241.5 feet

Map Author: Lindsay Bell
Date: 8/18/26
Project: MI CAT
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 Talbert Properties, LLC, an Indiana limited liability company whose address is 24800 NOVI RD, Novi, Michigan 48375 (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 23 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received PRO Plan approval and entered into a Planned Rezoning Overlay Agreement ("PRO Agreement") dated March 20, 2023, recorded at Liber 58648, Page 62, Oakland County Records, for construction of an outdoor storage yard for construction equipment to be used in MI CAT's shore an pump operations, 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. 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.

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, 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 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 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.

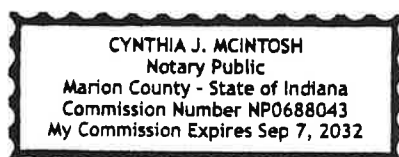
GRANTOR

Tarbert Properties, LLC, an Indiana
limited liability company

CS Mac Allister
By: _____ Its: _____

STATE OF Indiana)
COUNTY OF Marion) ss.

The foregoing instrument was acknowledged before me this 13th day of May,
2026 by Chris MacAllister as the Managing Member of
Tarbert Properties, LLC, a limited liability company, on its behalf.



Cynthia J. McIntosh
Notary Public
Acting in Marion County
My Commission Expires: 9/7/2032

GRANTEE
CITY OF NOVI
A Municipal Corporation

By: _____

Its:

STATE OF _____)
)ss.
COUNTY OF _____)

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 _____ County
My Commission Expires: _____

Drafted By:

Elizabeth K. Saarela, Esquire
ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

AND WHEN RECORDED RETURN TO:
Cortney Hanson, Clerk
45175 Ten Mile
Novi, Michigan 48375

EXHIBIT A

WOODLAND CONSERVATION EASEMENT

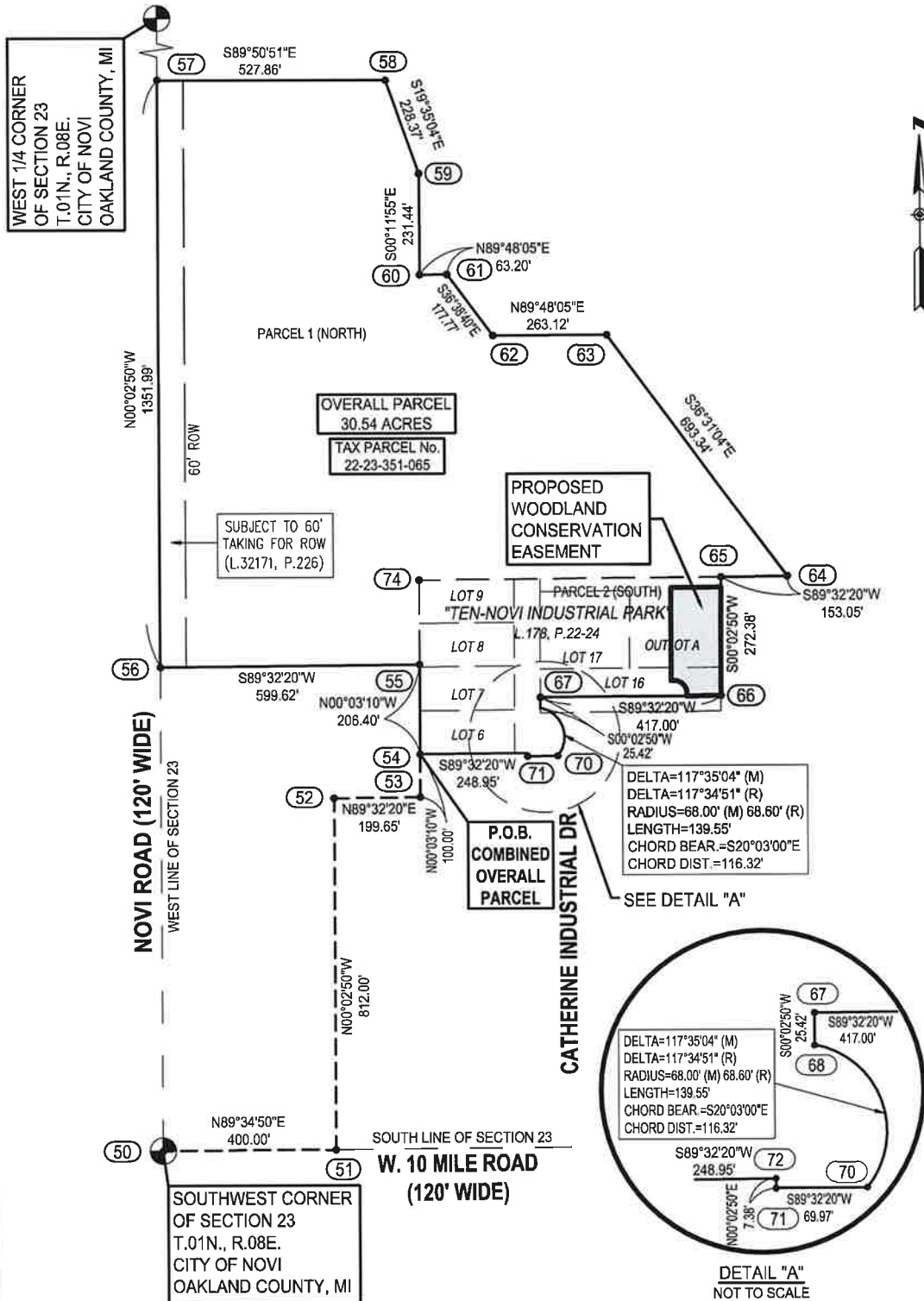


EXHIBIT A

WOODLAND CONSERVATION EASEMENT

PARCEL LEGAL DESCRIPTIONS

SOURCE: PROVIDED BY CLIENT

PARCEL 1 (NORTH)

PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W 1/4 CORNER OF SECTION 23; THENCE S03°10'28"E 165.44 FEET ALONG THE WEST LINE OF SAID SECTION 23, BEING APPROXIMATE CENTERLINE OF NOVI ROAD (120' WIDE RIGHT-OF-WAY) TO THE POINT OF BEGINNING; THENCE N87°01'31"E 527.86 FEET; THENCE S22°42'42"E 228.37 FEET; THENCE S03°19'33"E 231.34 FEET; THENCE N86°40'27"E 63.20 FEET; THENCE S39°46'18"E 177.77 FEET; THENCE N86°40'27"E 263.12 FEET; S39°38'42"E 693.34 FEET ALONG AND IN PART ON THE "TEN NOVI INDUSTRIAL PARK SUBDIVISION." (L. 178 OF PLATS, PAGE 22, OAKLAND COUNTY RECORDS); THENCE S86°24'42"W 849.70 FEET ALONG AND IN PART OF SAID "TEN NOVI INDUSTRIAL PARK SUBDIVISION"; THENCE S03°10'48"E 193.60 FEET; THENCE S86°24'42"W 599.62 FEET, TO THE WEST LINE OF SAID SECTION 23; THENCE N03°10'28"W 1351.89 FEET, ALONG THE WEST LINE OF SAID SECTION 23, TO THE POINT OF BEGINNING.

PARCEL 2 (SOUTH)

PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, INCLUDING LOTS 6 TO 9 INCLUSIVE, ALSO VACATED ROAD ADJACENT TO SAME, ALSO PART OF LOTS 15 AND 16, ALSO ALL OF LOT 17, ALSO OUTLOT A OF "TEN-NOVI INDUSTRIAL PARK" A SUBDIVISION AS RECORDED IN LIBER 178, OF PLATS, PAGES 22, 23 AND 24 OAKLAND COUNTY RECORDS.

COMBINED OVERALL PARCEL LEGAL DESCRIPTION

TAX PARCEL ID NO. 22-23-351-065

SOURCE: OAKLAND COUNTY EQUALIZATION

PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, INCLUDING LOTS 6 TO 9 INCLUSIVE, ALSO VACATED ROAD ADJACENT TO SAME, ALSO PART OF LOTS 15 AND 16, ALSO ALL OF LOT 17, ALSO OUTLOT A OF "TEN-NOVI INDUSTRIAL PARK" A SUBDIVISION AS RECORDED IN LIBER 178, OF PLATS, PAGES 22, 23 AND 24 OAKLAND COUNTY RECORDS BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6 OF SAID "TEN-NOVI INDUSTRIAL PARK", SAID POINT BEING DISTANT NORTH 89 DEGREES 34 MINUTES 50 SECONDS EAST 400.00 FEET AND NORTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 812.00 FEET AND NORTH 89 DEGREES 32 MINUTES 20 SECONDS EAST 199.65 FEET AND NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 100.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 206.40 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST TO A POINT ON THE WEST LINE OF SAID SECTION 23, 599.62 FEET; THENCE ALONG THE WEST LINE OF SAID SECTION 23 AND CENTERLINE OF NOVI ROAD (120 FEET WIDE) NORTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 1351.99 FEET (REC. AS 1351.89 FEET); THENCE SOUTH 89 DEGREES 50 MINUTES 51 SECONDS EAST 527.86 FEET; THENCE SOUTH 19 DEGREES 35 MINUTES 04 SECONDS EAST 228.37 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 55 SECONDS EAST 231.44 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 05 SECONDS EAST 63.20 FEET; THENCE SOUTH 36 DEGREES 38 MINUTES 40 SECONDS EAST 177.77 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 05 SECONDS EAST 263.12 FEET; THENCE SOUTH 36 DEGREES 31 MINUTES 04 SECONDS EAST 693.34 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 153.05 FEET TO THE NORTHEAST CORNER OF SAID "TEN-NOVI INDUSTRIAL PARK"; THENCE IN PART ALONG THE EAST LINE OF SAID SUBDIVISION SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 272.38 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 417.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 25.42 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 68.00 FEET (REC. AS 68.60 FEET), CENTRAL ANGLE 117 DEGREES 35 MINUTES 04 SECONDS (REC. AS 117 DEGREES 34 MINUTES 51 SECONDS), AN ARC LENGTH OF 139.55 FEET, WHOSE LONG CHORD BEARS SOUTH 20 DEGREES 03 MINUTES 00 SECONDS EAST 116.32 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 69.97 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 50 SECONDS EAST 7.38 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 248.95 FEET TO THE POINT OF BEGINNING.

BEING SUBJECT TO DECLARATION OF TAKING RECORDED IN LIBER 32171, PAGE 226, OAKLAND COUNTY RECORDS FOR THE WESTERLY 60.00 FEET OF PARCEL 50-22-23-351-059 (NOVI ROAD 120 FEET WIDE) AND ALL OTHER EASMENTS AND RESTRICTIONS OF RECORD AS THEY MAY AFFECT SAID LAND AND CONTAINING 30.54 ACRES OF LAND MORE OR LESS

NOTE: PARCEL LEGAL DESCRIPTIONS FURNISHED BY BERGMANN ASSOCIATES.

Plotted: May 6, 2026, 2:51 PM by user: 510 -- Saved: 5/6/2026 by user: 510
J:\SM\SM26054 - Novi Michigan CAT\DWG\SM26054EAS-B2.dwg



SPALDING DeDECKER
Engineers | Surveyors

905 South Blvd. East
Rochester Hills, MI 48307

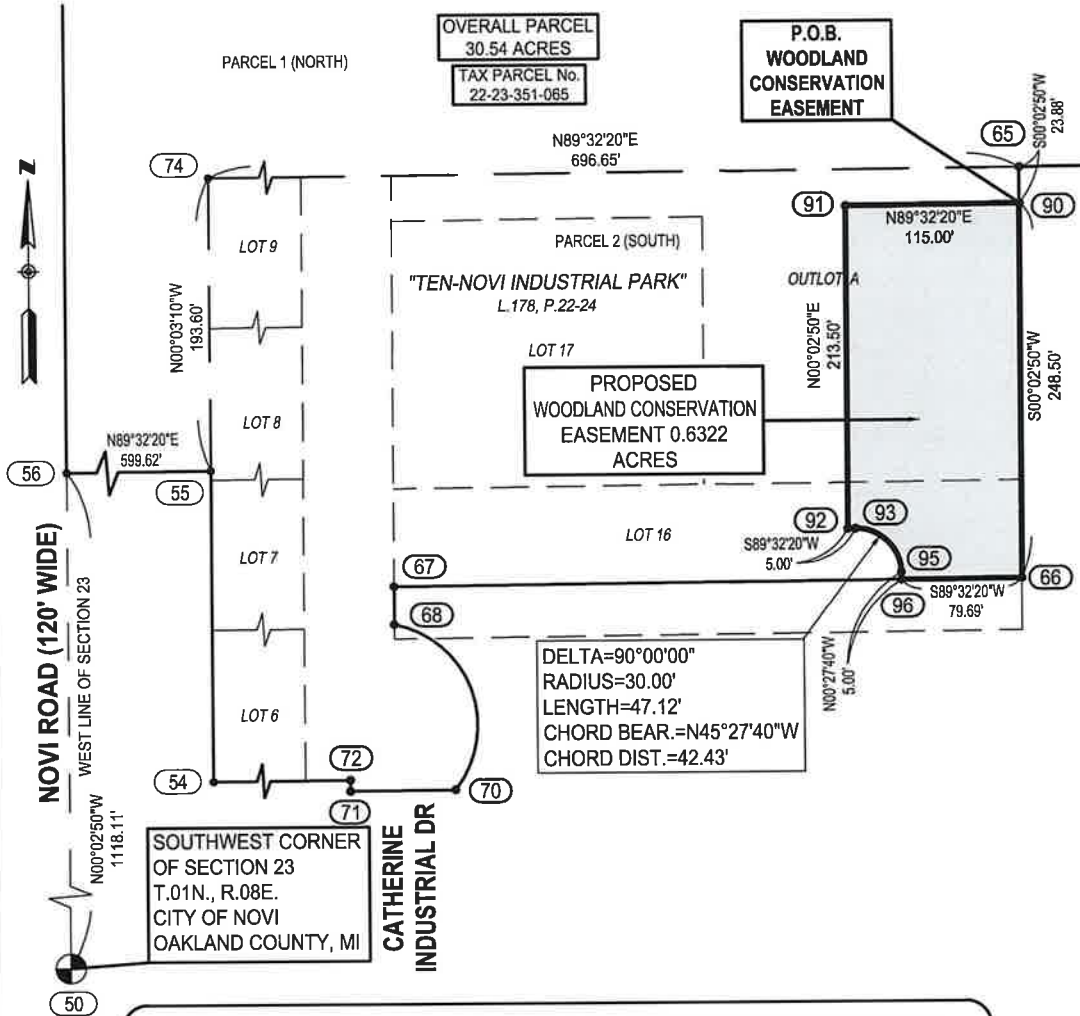
Phone: (248) 844-5400
Fax: (248) 844-5440

www.sda-eng.com

DRAWN: S.BROWN	DATE: 05-06-26
CHECKED: K.SIROIS	DATE: 05-06-26
MANAGER: M.DeDECKER	SCALE: N/A
JOB No. SM26054	SHEET: 2 OF 2
SECTION 23 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI

EXHIBIT B

WOODLAND CONSERVATION EASEMENT



WOODLAND CONSERVATION EASEMENT DESCRIPTION

A WOODLAND CONSERVATION EASEMENT LOCATED IN AND BEING A PART OF LOT 16 AND PART OF "OUTLOT A" OF "TEN-NOVI INDUSTRIAL PARK" A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 178, PAGES 22-24 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N00°02'50"W 1118.11 FEET ALONG THE WEST LINE OF SAID SECTION 23; SAID WEST LINE ALSO BEING THE NOMINAL CENTERLINE OF NOVI ROAD (VARIABLE WIDTH); THENCE N89°32'20"E 599.62 FEET; THENCE N00°03'10"W 193.60 FEET TO THE NORTHWEST CORNER OF SAID "TEN-NOVI INDUSTRIAL PARK" SUBDIVISION; THENCE N89°32'20"E 696.65 FEET ALONG THE NORTH LINE OF SAID "TEN-NOVI INDUSTRIAL PARK" SUBDIVISION TO THE NORTHEAST CORNER OF SAID "TEN-NOVI INDUSTRIAL PARK" SUBDIVISION; THENCE S00°02'50"W 23.88 FEET ALONG THE EAST LINE OF SAID "TEN-NOVI INDUSTRIAL PARK" SUBDIVISION TO THE POINT OF BEGINNING OF SAID WOODLAND CONSERVATION EASEMENT; THENCE CONTINUING S00°02'50"W 248.50 FEET; THENCE S89°32'20"W 79.69 FEET; THENCE N00°27'40"W 5.00 FEET TO A POINT OF CURVATURE; THENCE 47.12 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, CENTRAL ANGLE OF 90°00'00" AND A LONG CHORD BEARING N45°27'40"W 42.43 FEET; THENCE S89°32'20"W 5.00 FEET; THENCE N00°02'50"E 213.50 FEET; THENCE N89°32'20"E 115.00 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.6322 ACRES MORE OR LESS.

BEARINGS BASED ON NORTH LINE OF "TEN-NOVI INDUSTRIAL PARK" SUB. - N89°32'20"E

Plotted: May 6, 2026, 2:51 PM by user: 510 - Saved: 5/6/2026 by user: 510
J:\SM\SM26054 - Novi Michigan CAT\DWG\SM26054EAS-B2.dwg



SPALDING DeDECKER
Engineers | Surveyors

905 South Blvd. East
Rochester Hills, MI 48307

Phone: (248) 844-5400
Fax: (248) 844-5440

www.sda-eng.com

DRAWN: S.BROWN	DATE: 05-06-26
CHECKED: K.SIROIS	DATE: 05-06-26
MANAGER: M.DeDECKER	SCALE: 1" = 100'
JOB No. SM26054	SHEET: 1 OF 1
SECTION 23 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI OAKLAND COUNTY, MI	

ATTORNEY'S 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

June 6, 2026

Lindsay Bell, City Planner
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

RE: MI CAT Pump and Shore Maintenance Yard JSP23-0047
Woodland Conservation Easement

Dear Ms. Bell:

We have received and reviewed the **original** Woodland Conservation Easement for the MI CAT Pump and Shore Maintenance Yard including the Exhibits. The Conservation Easement is for the purpose of preserving remaining woodlands and woodland replacement trees on the property. The Conservation Easement is in the City's standard format and is acceptable subject to the approval of the Exhibits by the City's Planner and Engineering.

Once the Woodland Conservation Easement has been accepted by City Council, it should be recorded with the Oakland County Register of Deeds in the usual manner.

This review is subject to additional comments by City Engineering Division and Planner.

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
Diana Shanahan, Planner
Sarah Marchioni, Community Development Building Project Coordinator

Lindsay Bell, City Planner
City of Novi
June 6, 2026
Page 2

Angie Sosnowski, Community Development Bond Coordinator
Stacey Choi, Planning Assistant
Ben Croy, City Engineer
Humna Anjum, Project Engineer
Kate Purpura, Project Engineer
Sydney Waynick & Ted Meadows, Spalding DeDecker
Alyssa Craigie, Administrative Assistant
Derek Dobias, Oliver Hatcher
Scott Wilson, Kimley-Horn
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT'S APPROVAL LETTER

June 1, 2026

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

Re: MI CAT Pump and Shore Maintenance Yard - Planning Documents Review #4
Novi # JSP23-0047
SDA Job No. NV25-215
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following documents received by our office on May 28, 2026 against the Final Stamping Set plan dated June 10, 2025. We offer the following comments:

Planning Acceptance Documents:

1. Pedestrian Plaza Easement – (executed 05-13-26; exhibits dated 05-06-26)
Exhibits Approved
2. Woodland Conservation Easement – (executed 05-13-26; exhibits dated 05-06-26)
Exhibits Approved

The exhibits were found to be acceptable pending legal review. Revised exhibits may be submitted in PDF format to Stacey Choi at schoi@cityofnovi.org.

Sincerely,

SPALDING DEDECKER

Sydney Waynick
Construction Engineer

Cc (via email): Barb McBeth, City of Novi
Lindsay Bell, City of Novi
Diana Shanahan, City of Novi
Stacey Choi, City of Novi
Humna Anjum, City of Novi
Kate Purpura, City of Novi
Beth Saarela, RSJA Law
Sarah Marchioni, City of Novi
Angie Sosnowski, City of Novi
Alyssa Craigie, City of Novi