



SUBJECT: Acceptance of a Conservation Easement from Karim Blvd RE Holdings, LLC for a woodland conservation area being offered as a part of JSP20-36, Advanced Surgery Institute of Novi, for property located at 24301 Karim Boulevard.

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT, PLANNING

BACKGROUND INFORMATION:

The applicant received site plan approval to build a one-story, 16,941 square foot surgery center, with a two-story 11,412 square foot office for general office use on an 3 acre site located at 24301 Karim Boulevard. The Planning Commission approved a preliminary site plan, a woodland use permit, and a stormwater management plan at their January 27, 2021 meeting. The project has recently begun construction.

The applicant is offering a Woodland Conservation Easement for the purpose of preserving four woodland replacement trees to be planted on the property. The easement area shall be perpetually preserved and maintained, in its final state of 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 proposed woodland conservation area is approximately 0.02 acres.

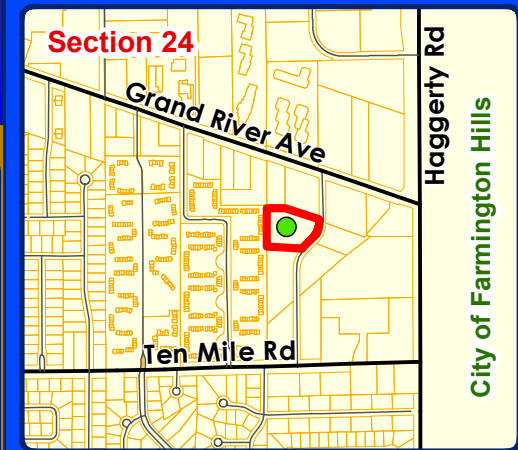
The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for consideration and acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of a Conservation Easement from Karim Blvd RE Holdings, LLC for a woodland conservation area being offered as a part of JSP20-36, Advanced Surgery Institute of Novi, for property located at 24301 Karim Boulevard, in Section 24 of the City.

CONTEXT MAP


JSP20-36 ASI OF NOVI

Woodland Conservation Easement



LEGEND


-  Conservation Easement
-  Subject Property



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

Map Author: Christian Carroll
Date: 3/29/21
Project: ASI OF NOVI
Version #: 1

0 12.5 25 50 75 Feet
1 inch = 66 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 DRAFT CONSERVATION EASEMENT

WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 24th day of June, 2021, by and between Karim Blvd RE Holdings, LLC, a Michigan limited liability company whose address is 42350 Grand River Ave., Novi, MI 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 _ 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 surgery center and office building development 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.

B. The Conservation Easement Areas (the "Easement Areas") situated on the Property are more particularly described on Exhibits B, attached hereto and made a part hereof, 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 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
KARIM BLVD RE HOLDINGS, LLC,
a Michigan limited liability company

WITNESS:



By: 
Its: Manager _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 24th day of June, 2021, by Josh Kaplan, as the manager of Karim Blvd RE Holdings, LLC, a Michigan limited liability company, on its behalf.



Notary Public, Tammie Kott
Acting in Oakland County Oakland
My Commission Expires: 1-28-22



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
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

PARCEL LEGAL DESCRIPTION

LEGAL DESCRIPTION: KARIM BLVD. SURVERY CENTER & OFFICE BUILDING

PART OF THE SE. 1/4 OF SECTION 24, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SW. CORNER OF SECTION 19, T.1N., R.9E. (PREVIOUSLY CALLED THE S.E. CORNER OF SECTION 24, T.1N., R.8E. BY BASNEY & SMITH, INC., SURVEY JOB NO. 85-9-42, DATED OCTOBER 31, 1988), SAID POINT BEING DUE NORTH 12.17 FEET N. OF THE S.E. CORNER OF SAID SECTION 24, AS REMONUMENTED AND RECORDED IN LIBER 15528, PAGES 757 - 758; THENCE S. 88° 26' 40" W. 860.02 FEET; THENCE N. 00° 03' 40" E. 60.02 FEET; THENCE S. 88° 26' 40" W. 467.30 FEET; THENCE N. 00° 03' 40" E. 981.34 FEET TO THE POINT OF BEGINNING; THENCE N. 00° 03' 40" E., 335.33 FEET; THENCE S. 89° 56' 20" E., 160.00 FEET; THENCE S. 71° 14' 26" E., 310.00 FEET; THENCE S. 00° 03' 40" W., 20.31 FEET; THENCE 157.08 ALONG AN ARC OF A CURVE TO THE RIGHT, (RADIUS 200.00 FEET, CENTRAL ANGLE 44°59'56", CHORD BEARS S. 22° 33' 40" W., 153.07 FEET); THENCE S. 45° 03' 40" W., 129.78 FEET; THENCE N. 86° 37' 39" W., 303.80 FEET TO THE POINT OF BEGINNING. CONTAINING 130,664 SQUARE FEET OR 3.000 ACRES.

PARCEL NUMBER: 22-24-476-031



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:

KARIM BLVD RE HOLDINGS,
LLC
42350 GRAND RIVER AVE.
CITY OF NOVI, MI 48350
CONTACT: TRUMAN TIMMIS
PHONE: (248) 752-0270

SCALE

DATE

DRAWN

JOB NO.

SHEET

03-01-2021

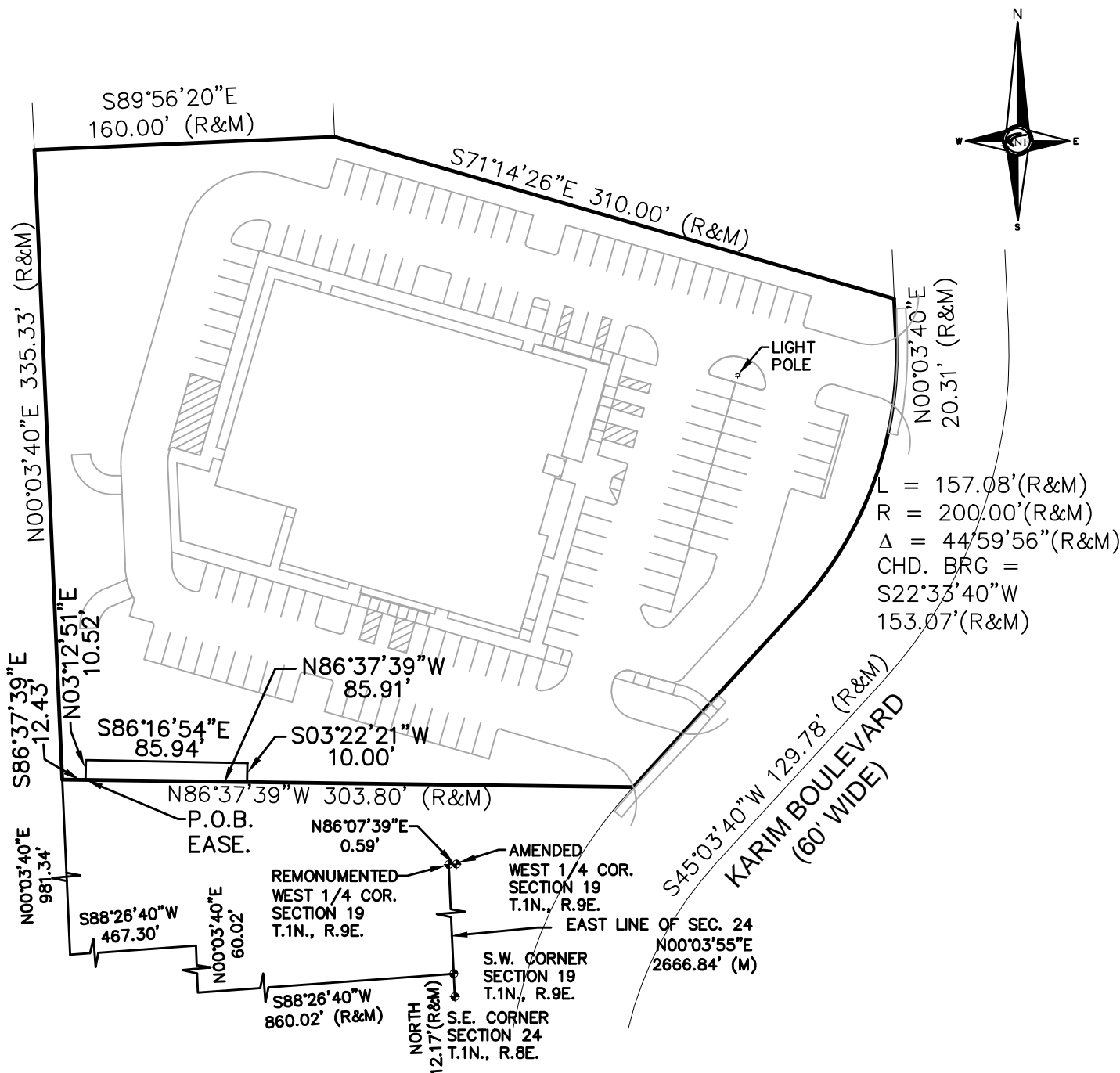
N.N.

L996

1 of 2

Exhibit B

CONSERVATION EASEMENT



LEGAL DESCRIPTION: CONSERVATION EASEMENT

CONSERVATION EASEMENT BEING PART OF THE SE. 1/4 OF SECTION 24, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SW. CORNER OF SECTION 19, T.1N., R.9E. (PREVIOUSLY CALLED THE S.E. CORNER OF SECTION 24, T.1N., R.8E. BY BASNEY & SMITH, INC., SURVEY JOB NO. 85-9-42, DATED OCTOBER 31, 1988), SAID POINT BEING DUE NORTH 12.17 FEET N. OF THE S.E. CORNER OF SAID SECTION 24, AS REMONUMENTED AND RECORDED IN LIBER 15528, PAGE 757 - 758; THENCE S. 88° 26' 40" W. 860.02 FEET; THENCE N. 00° 03' 40" E. 60.02 FEET; THENCE S. 88° 26' 40" W. 467.30 FEET; THENCE N. 00° 03' 40" E. 981.34 FEET; THENCE S. 86° 37' 39" E., 12.43 FEET TO THE POINT OF BEGINNING; THENCE N. 03° 12' 51" E., 10.52 FEET; THENCE S. 86° 16' 54" E., 85.94 FEET; THENCE S. 03° 22' 21" W., 10.00 FEET; THENCE N. 86° 37' 39" W., 85.91 FEET TO THE POINT OF BEGINNING.



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SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 80'	Rev. 06-11-2021 03-01-2021	N.N.	L996	2 of 2

ATTORNEY REVIEW

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

May 18, 2021

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

**RE: Advanced Surgery Institute of Novi JSP 20-36
Woodland Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed a revised Woodland Conservation Easement for the ASI of Novi Development. The Woodland Conservation Easement has been revised for the purpose of protecting the remaining woodlands and replacement trees. The Woodland Conservation Easement is in the City's standard easement format and is consistent with the title commitment provided. Subject to the approval of the proposed Exhibits, the Woodland Conservation Easement may be executed, and the originals submitted to the City for placement 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
Christian Carroll, Planner
Madeleine Daniels, Planning Assistant
Angie Sosnowski, Community Development Bond Coordinator
Ben Croy, City Engineer
Kate Richardson, Project Engineer
Victor Boron, Project Engineer
Rebecca Runkel, Project Engineer
Sarah Marchioni, Community Development Building Project Coordinator
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Truman Timmis, Timmis Group
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT REVIEW

March 11, 2021

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

Re: ASI of Novi - Planning Document Review
Novi # JSP20-0036
SDA Job No. NV21-
EXHIBNITS APPROVED AS NOTED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on March 10, 2021 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. **Conservation Easement** – (unexecuted: exhibit dated 03/01/21)
Legal Description Approved as noted: Revise the specified callout per the attached markup.

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

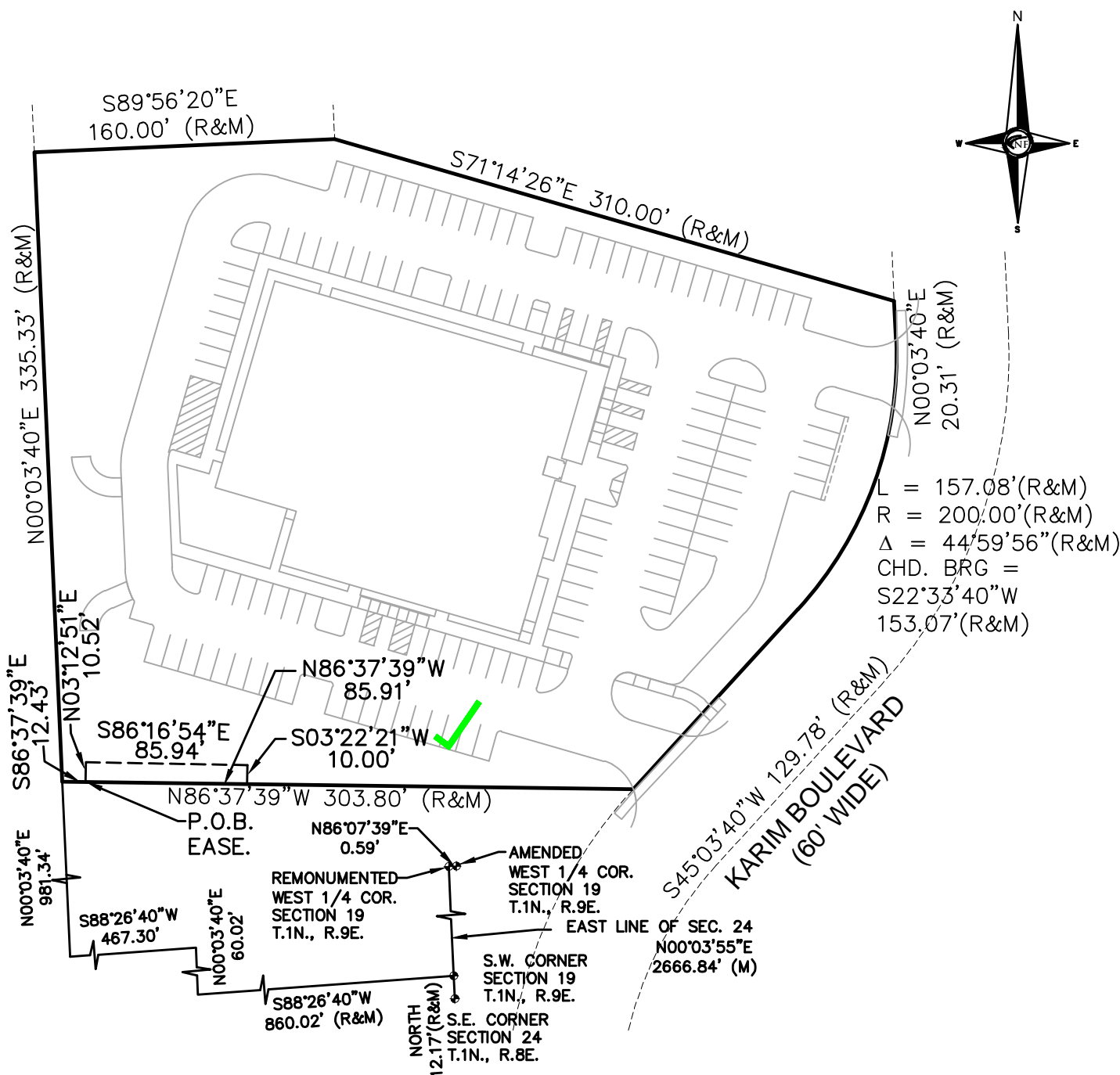


Mike Freckelton, EIT
Engineer

Cc (via Email): Lindsay Bell, City of Novi
Victor Boron, City of Novi
Madeleine Kopko, City of Novi
Sarah Marchioni, City of Novi
Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Kate Richardson, City of Novi
Christian Carroll, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler

Exhibit B

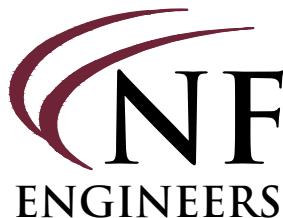
CONSERVATION EASEMENT



L = 157.08'(R&M)
 R = 200.00'(R&M)
 Δ = 44°59'56\"(R&M)
 CHD. BRG =
 S22°33'40\"W
 153.07'(R&M)

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