



CITY OF NOVI CITY COUNCIL
MARCH 18, 2024

SUBJECT: Acceptance of a Woodland Conservation Easement from Catholic Central High School of Detroit, Inc, being offered as a part of JSP21-44, Catholic Central STEM, for property located west of Wixom Road and south of Twelve Mile Road, in Section 18 of the City.

SUBMITTING DEPARTMENT: Community Development, Planning

BACKGROUND INFORMATION:

The applicant received site plan approval to construct an addition on the northeast side of Catholic Central's main school building to house their Science Technology Engineering and Mathematics (STEM) classrooms and labs. The school's campus is a 70.88-acre site located west of Wixom Road and south of Twelve Mile Road. The Planning Commission approved the Revised Special Land Use Permit, Preliminary Site Plan, Woodland Permit and Stormwater Management Plan at their January 12, 2022, meeting.

The applicant is offering a Woodland Conservation Easement for the purpose of protecting woodland replacement trees. The easement area shall be perpetually preserved and maintained, in its natural and undeveloped condition, unless authorized by the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy, and the appropriate federal agency. The conservation easement area, shown in Exhibit B of the easement document, graphically depicts the areas being preserved. The proposed conservation area is approximately 0.21 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 Woodland Conservation Easement from Catholic Central High School of Detroit, Inc, being offered as a part of JSP21-44, Catholic Central Stem, for property located west of Wixom Road and south of Twelve Mile Road, in Section 18 of the City.


MAP
**Location Map with
Conservation Easement Areas**

JSP21-44: Catholic Central STEM Conservation Easement

LOCATION



LEGEND

 Easement Area



City of Novi

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

Map Author: Heather Zeigler
Date: 3/06/2024
Project: CATHOLIC CENTRAL STEM ADDITION
Version #: 1

0 75 150 300 450 Feet

1 inch = 347 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 in 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, a Michigan nonprofit corporation, (aka Catholic Central High School of Detroit Michigan or Catholic Central High School) 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 building addition to the existing school, subject to provision of an appropriate easement to permanently protect the 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: 22-18-200-027

B. The Conservation Easement Area (the "Easement Area") 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 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 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 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 as to 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

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: 22-18-200-027

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:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

EXHIBIT 'A'

PARCEL 22-18-200-027 LEGAL DESCRIPTION:

PART OF THE NORTHEAST 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:

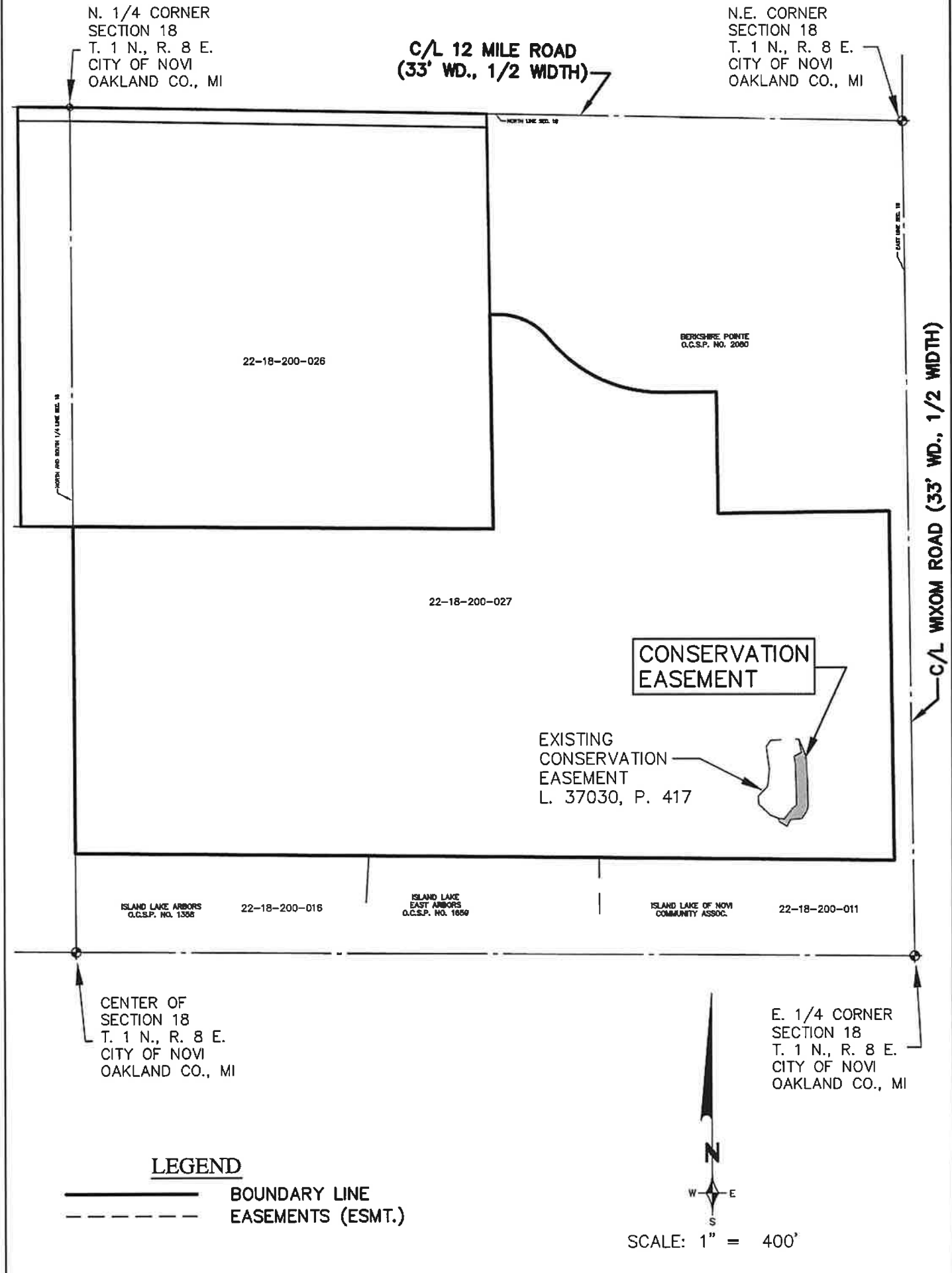
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 18 AND PROCEEDING ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18, S. 00°15'03" E. 1320.00 FEET TO THE POINT OF BEGINNING; THENCE S. 89°31'51" E. 1327.47 FEET; THENCE N. 00°44'12" W. 676.15 FEET; THENCE S. 89°31'51" E. 29.92 FEET; THENCE 177.40 FEET 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; THENCE 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; THENCE N. 89°19'00" E. 165.00 FEET; THENCE S. 00°41'00" E. 384.00 FEET; THENCE 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 EAST LINE OF ANDELINA RIDGE, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 2063; THENCE ALONG SAID LINE N. 00°15'03" W. 1028.05 FEET ALONG SAID NORTH-SOUTH 1/4 LINE TO THE POINT OF BEGINNING CONTAINING 70.27 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.

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

REVISIONS			OVERALL LEGAL DESCRIPTION CATHOLIC CENTRAL HIGH SCHOOL CITY OF NOVI OAKLAND COUNTY MICHIGAN	DATE	SCALE HOR: 1" =
ITEM	DATE	BY		1-26-22	FIELD BOOK NO.
			Z EIMET W OZNIAK & 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	DESIGNED BY	JOB NO. 19120.2
				DRAWN BY	SHEET NO.
				PTG	1/1

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EXHIBIT 'B'



LEGEND

- BOUNDARY LINE
- EASEMENTS (ESMT.)



SCALE: 1" = 400'



REVISIONS			CONSERVATION EASEMENT			DATE		SCALE HOR: 1" = 400'	
ITEM	DATE	BY	CATHOLIC CENTRAL HIGH SCHOOL			1-26-22		FIELD BOOK NO.	
			CITY OF NOVI OAKLAND COUNTY MICHIGAN			DESIGNED BY		JOB NO.	
			Z E I M E T W O Z N I A K					19120.2	
			& ASSOCIATES			DRAWN BY		SHEET NO.	
			Civil Engineers & Land Surveyors			PTG		1/2	
			55800 GRAND RIVER AVE, SUITE 100						
			NEW HUDSON, MICHIGAN 48165						
			P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com						

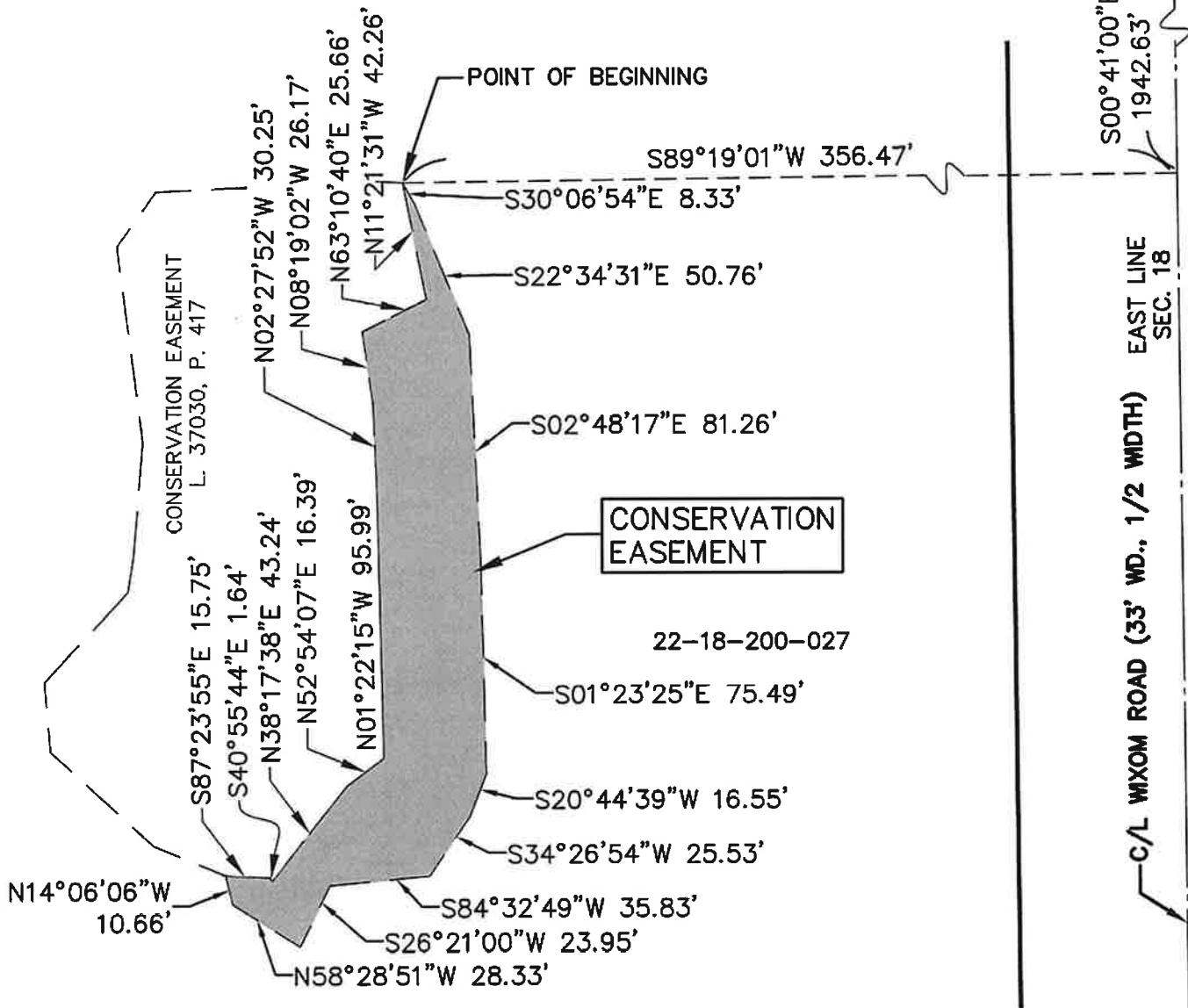
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EXHIBIT 'B'

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

LEGEND

-  BOUNDARY LINE
-  EASEMENTS (ESMT.)



CONSERVATION EASEMENT LEGAL DESCRIPTION

A DESCRIPTION OF A CONSERVATION EASEMENT 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.E. CORNER OF SAID SECTION 18, THENCE S. 00°41'00" E. 1942.63 FEET ALONG THE EAST LINE OF SAID SECTION 18, ALSO BEING THE CENTERLINE OF WIXOM ROAD (33 FEET WIDE, 1/2 WIDTH); THENCE S. 89°19'01" W. 356.47 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE ALONG SAID EASEMENT S. 30°06'54" E. 8.33 FEET; THENCE S. 22°34'31" E. 50.76 FEET; THENCE S. 02°48'17" E. 81.26 FEET S. 01°23'25" E. 75.49 FEET; THENCE S. 20°44'39" W. 16.55 FEET; THENCE S. 34°26'54" W. 25.53 FEET; THENCE S. 84°32'49" W. 35.83 FEET; THENCE S. 26°21'00" W. 23.95 FEET; THENCE N. 58°28'51" W. 28.33 FEET; THENCE N. 14°06'06" W. 10.66 FEET; THENCE S. 87°23'55" E. 15.75; THENCE S. 40°55'44" E. 1.64 FEET; THENCE N. 38°17'38" E. 43.24 FEET; THENCE N. 52°54'07" E. 16.39 FEET; THENCE N. 01°22'15" W. 95.99 FEET; THENCE N. 02°27'52" W. 30.25 FEET; THENCE N. 08°19'02" W. 26.17 FEET; THENCE N. 63°10'40" E. 25.66 FEET; THENCE N. 11°21'31" W. 42.26 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT.



SCALE: 1" = 60'

<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>ITEM</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			ITEM	DATE	BY																															<p>CONSERVATION EASEMENT CATHOLIC CENTRAL HIGH SCHOOL CITY OF NOVI OAKLAND COUNTY MICHIGAN</p> <p>ZEIMET WOZNAK & 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</p>		<p>DATE 1-26-22</p>	<p>SCALE HOR: 1" = 60' FIELD BOOK NO.</p>	<p>DESIGNED BY JOB NO. 19120.2</p>	<p>© COPYRIGHT 2022</p>
ITEM	DATE	BY																																							
<p>DRAWN BY PTG</p>	<p>SHEET NO. 2/2</p>																																								

ATTORNEYS 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

March 5, 2024

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

**RE: Catholic Central STEM Addition JSP21-44
Woodland Conservation Easement for Woodland Replacement**

Dear Ms. McBeth:

We have received and reviewed the **original executed** Woodland Conservation Easement for the Catholic Central STEM Addition Project. The Conservation Easement has been provided for the protection of replacement trees required under the City's Woodland Ordinance. The Conservation Easement is satisfactory for the purpose provided and is consistent with the title search submitted. The Conservation Easement may be placed on an upcoming City Council Agenda for acceptance. Once accepted and executed by the City, it should be recorded with the Oakland County Register of Deeds in the usual manner.

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

Enclosures

C: Cortney Hanson, Clerk (w/ Enclosures)
Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Heather Ziegler, Planner
James Hill, Planner

Barb McBeth, City Planner

March 5, 2024

Page 2

Diana Shanahan, Planning Assistant

Sarah Marchioni, Community Development Building Project Coordinator

Angie Sosnowski, Community Development Bond Coordinator

Humna Anjum, Project Engineer

Ben Croy, City Engineer

Rebecca Runkel, Project Engineer

Adam Yako, Project Engineer

Alyssa Craigie, Administrative Assistant

Holly Demers, Sydney Waynick, Taylor Reynolds & Ted Meadows, Spalding DeDecker

Andy Wozniak, Zeiket Wozniak & Associates

Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT'S APPROVAL LETTER

March 7, 2022

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

Re: Catholic Central STEM Addition - Planning Document Review
Novi # JSP21-0044
SDA Job No. NV22-204
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on February 23, 2022 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. Woodland Conservation Easement – (unexecuted: exhibit dated 01/26/22)
Legal Description 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
Victor Boron, 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