



**SUBJECT:** Acceptance of two Conservation Easements from Acqira Realty Holdings, LLC for a woodland conservation area and wetland conservation area being offered as a part of JSP19-22, Fountain View Professional Center, for property located at 44244 Twelve Mile Road.

**SUBMITTING DEPARTMENT:** COMMUNITY DEVELOPMENT, PLANNING

**BACKGROUND INFORMATION:**

The applicant received site plan approval to build three medical office buildings on a 5.45 acre site located at 44244 Twelve Mile Road. Building A is proposed to be a total of 13,300 square feet and one-story in height. Building B is proposed to be a total of 27,940 square feet and two stories in height. Building C is proposed to be a total of 8,725 square feet and one-story in height. The Planning Commission approved a preliminary site plan, a woodland use permit, and a stormwater management plan at their June 9, 2021 meeting. The project has recently begun construction. A context map and site plan are attached for reference.

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 0.384 acres.

The applicant is also offering a Wetland Conservation Easement for the purpose of preserving a wetland located on the northwest portion of 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 wetland conservation area is approximately 0.384 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.

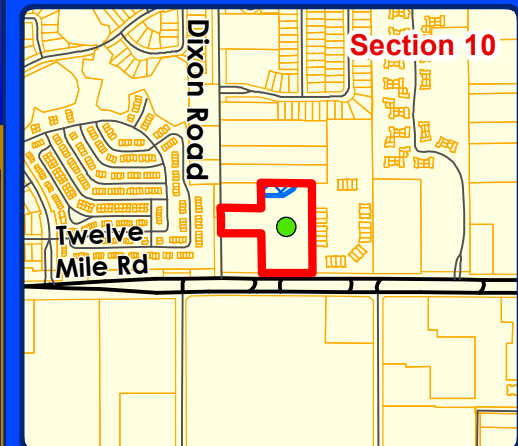
**RECOMMENDED ACTION:** Acceptance of two Conservation Easements from Acqira Realty Holdings, LLC for a woodland conservation area and wetland conservation area being offered as a part of JSP19-22, Fountain View Professional Center, for property located at 44244 Twelve Mile Road, in Section 10 of the City.

## CONTEXT MAP





# JSP19-22 FOUNTAIN VIEW PROFESSIONAL CENTER

## Woodland & Wetland 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

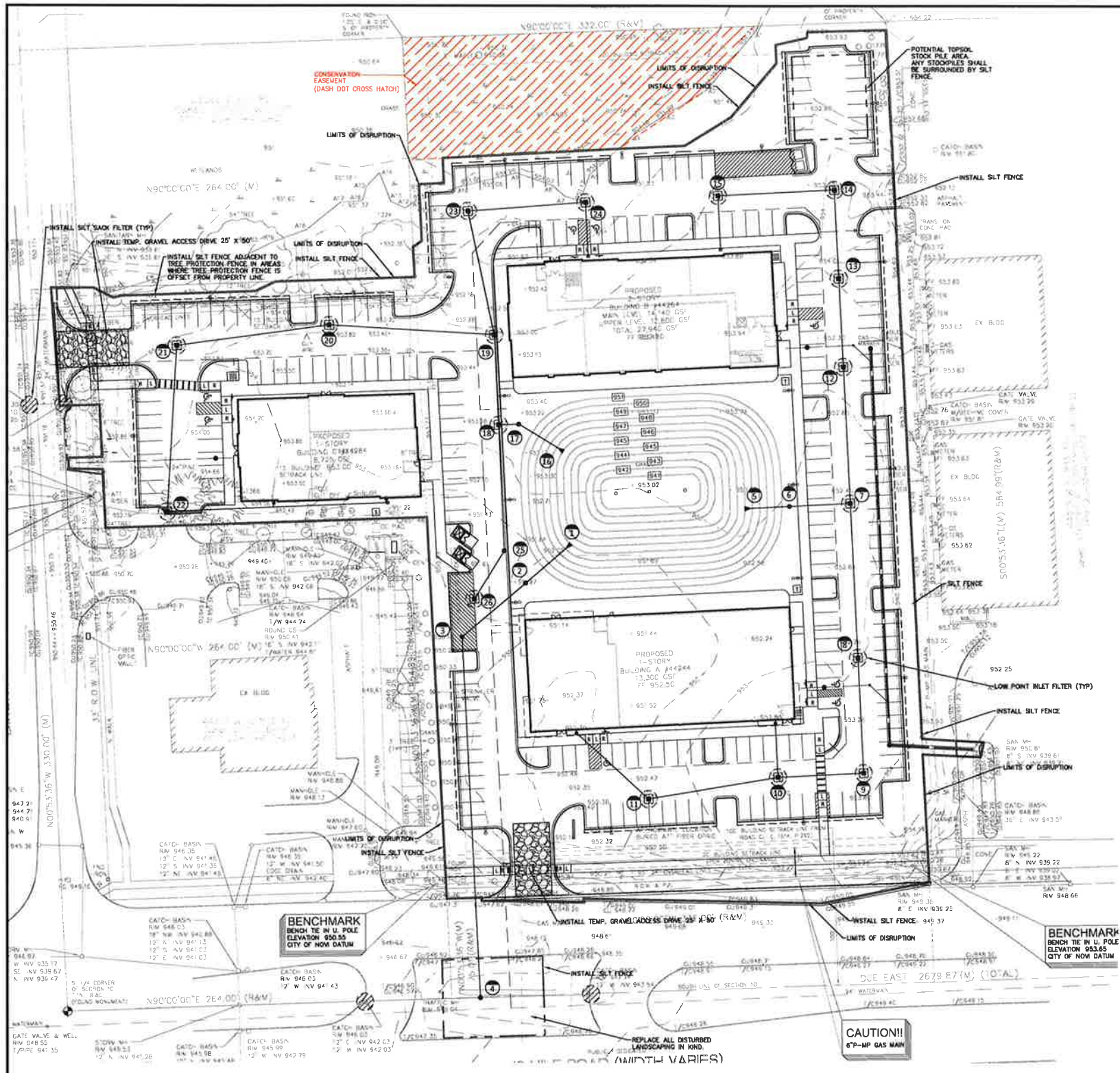
Map Author: Christian Carroll  
Date: 12/2/21  
Project: FOUNTAIN VIEW PROFESSIONAL CENTER  
Version #: 1

0 20 40 80 120 Feet  
1 inch = 100 feet

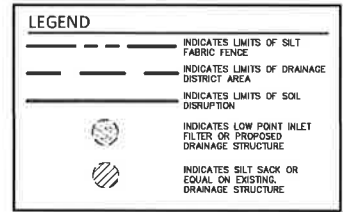
**MAP INTERPRETATION NOTICE**

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.





**DATUM NOTE**  
 TO HAVE ELEVATIONS IN THE CITY OF NOV DATUM, SUBTRACT 0.15' FROM ALL GRADES



**NF ENGINEERS**  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 LAND PLANNERS

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



**PROJECT**  
 Fountain View  
 Professional Center  
 44244 Twelve Mile Road  
 Novi, MI 48375

**CLIENT**  
 Acquia Realty Holdings  
 44090 12 Mile Road  
 Novi, MI 48377

**Contact: Joseph Schimizzi**  
 Phone: (888) 560-5540

**PROJECT LOCATION**  
 Part of the SE 1/4  
 Section 10  
 T. 1N, R. 8E  
 City of Novi,  
 Oakland County, Michigan

**SHEET**  
 Soil Erosion and  
 Sedimentation Control  
 Plan



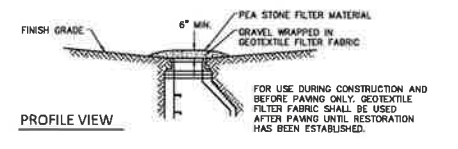
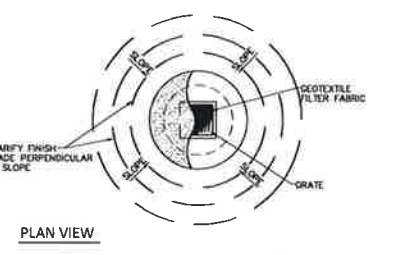
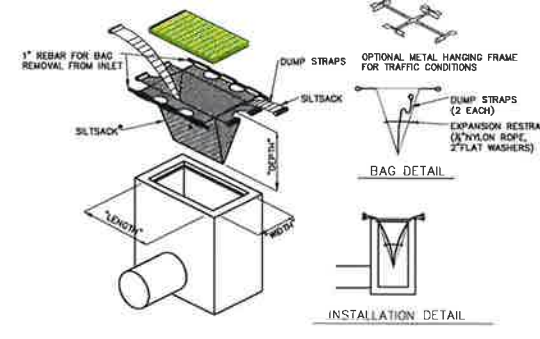
- REVISIONS**
- 11-13-20 ISSUED FOR SITE PLAN
  - 4-23-21 REV PER PRELIM SP REVIEW
  - 5-10-21 REV PER PRELIM SP REVIEW
  - 7-14-21 ISSUED FINAL SP REVIEW
  - 8-23-21 REV PER FINAL SP REVIEW
  - 8-31-21 REV PER FINAL SP REVIEW
  - 9-08-21 REV PER RCOC REVIEW
  - 9-22-21 REV PER FINAL SP REVIEW
  - 10-08-21 STAMPING SET SUBMITTAL
  - 10-22-21 REV PER STAMPING REVIEW

**DRAWN BY:**  
 M. Kurmas  
**DESIGNED BY:**  
 M. Kurmas  
**APPROVED BY:**  
 M. Peterson

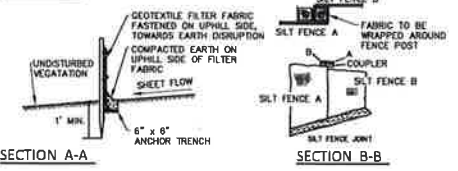
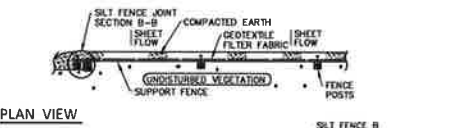
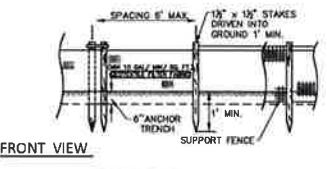
**DATE:**  
 03-27-2019

**SCALE:** 1" = 40'

NFE JOB NO. SHEET NO.  
**H046-03 C16**



**LOW POINT INLET FILTER**  
 N.T.S.



**SILT FENCE DETAIL**  
 N.T.S.

**SOIL EROSION CONTROL - SEQUENCE OF OPERATION (NEW CONSTRUCTION)**  
 INSTALL CRUSHED CONCRETE ACCESS DRIVE AND TEMPORARY CULVERTS AT THE SITE ENTRANCE AS INDICATED ON THE PLANS.

INSTALL SILT FENCE OR SIMILAR APPROVED SILT BARRIER ALONG PROPERTY LINES AND AROUND SENSITIVE NATURAL FEATURES AS INDICATED ON THE PLANS.

EXCAVATE A SHALLOW SWALE/DITCH AROUND PERIMETER OF SITE. GRADE THE TEMPORARY SWALE TO AN EXISTING DRAINAGE FACILITY. PLACE OUTLET FILTER IN EXISTING UPSTREAM STORM SEWER FACILITIES.

IF INDICATED ON CONSTRUCTION PLANS, SEDIMENTATION BASINS, DETENTION POND, ETC., SHALL BE CONSTRUCTED PRIOR TO THE INSTALLATION OF ANY OTHER WORK.

STRIP EXISTING TOPSOIL, VEGETATION AND ORGANIC MATTER FROM BUILDING PAD AND PARKING AREAS. COMMENCE LAND BALANCE AND MASS GRADING OPERATIONS. MAINTAIN A MINIMUM BUFFER OF 15' OF EXISTING VEGETATION WHEREVER POSSIBLE AROUND SITE PERIMETER. STOCK PILES SHOULD BE LOCATED AWAY FROM EXISTING DRAINAGE FACILITIES.

EXCAVATE AND INSTALL UNDERGROUND UTILITIES. INSTALL PEASTONE INLET FILTERS AROUND ALL NEW STORM SEWER FACILITIES AS INDICATED ON THE PLANS. EXISTING AND PROPOSED STORM SEWER FACILITIES SHALL BE PROTECTED FROM EROSION AND SEDIMENT INFILTRATION AT ALL TIMES.

COMMENCE FINAL GRADING AND TRIMMING OPERATIONS. PREPARE SUBGRADE FOR INSTALLATION OF PROPOSED PAVEMENT.

SEED AND MULCH ALL DISTURBED SITE AREAS AND INSTALLED SITE LANDSCAPING.

REMOVE CONSTRUCTION DEBRIS AND JET VAC NEWLY INSTALLED STORM SEWER SYSTEM AS REQUIRED BY THE MUNICIPALITY.

REMOVE ALL REMAINING TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES ONCE PERMANENT MEASURES ARE ESTABLISHED.

WHENEVER POSSIBLE, THE SITE SHALL BE GRADED TO WITHIN SIX INCHES (6") OF THE PROPOSED FINISH GRADE. PRIOR TO INSTALLATION OF UNDERGROUND FACILITIES.

STAGING OF PROPOSED WORK SHALL BE COMPLETED BY THE CONTRACTOR AS REQUIRED TO ENSURE PROGRESSIVE STABILIZATION OF DISTURBED AREAS.

**SOIL EROSION CONTROL**  
 CUTTING, FILLING AND GRADING SHALL BE MINIMIZED AND THE NATURAL TOPOGRAPHY OF THE SITE SHALL BE PRESERVED TO THE MAXIMUM POSSIBLE EXTENT, EXCEPT WHERE SPECIFIC FINDINGS DEMONSTRATE THAT MAJOR ALTERATIONS WILL STILL MEET THE PURPOSES AND REQUIREMENTS OF THIS ORDINANCE.

DEVELOPMENT SHALL BE STAGED TO KEEP THE EXPOSED AREAS OF SOIL AS SMALL AS PRACTICABLE.

SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED BETWEEN THE DISTURBED AREA AND ANY WATERCOURSES, INCLUDING RIVERS, STREAMS, CREEKS, LAKES, PONDS AND OTHER WATERCOURSES; WETLANDS; OR ROADWAYS ON OR NEAR THE SITE.

SEDIMENT RESULTING FROM ACCELERATED SOIL EROSION SHALL BE REMOVED FROM RUNOFF WATER BEFORE THAT WATER LEAVES THE SITE.

TEMPORARY AND PERMANENT SOIL EROSION CONTROL MEASURES DESIGNED AND CONSTRUCTED FOR THE CONVEYANCE OF WATER AROUND, THROUGH, OR AWAY FROM THE SITE SHALL BE DESIGNED TO LIMIT THE WATER FLOW TO A NON-EROSIVE VELOCITY.

TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE REMOVED AFTER PERMANENT SOIL EROSION CONTROL MEASURES HAVE BEEN IMPLEMENTED. ALL SITES SHALL BE STABILIZED WITH PERMANENT SOIL EROSION CONTROL MEASURES.

IF LAKES, PONDS, CREEKS, STREAMS, OR WETLANDS ARE LOCATED ON OR NEAR THE SITE, EROSION CONTROL MEASURES WHICH OVERT RUNOFF AND TRAP SEDIMENT MUST BE PROVIDED AT STRATEGIC LOCATIONS. STRAW BALE BARRIERS MAY BE USED AS TEMPORARY STORMWATER DIVERSION STRUCTURES, BUT WILL NOT BE CONSIDERED SUFFICIENT FOR TRAPPING SEDIMENT. THE USE OF SEDIMENT BASINS, FILTER FABRIC, VEGETATED BUFFER STRIPS, AND ROCK FILTERS IN LIEU OF STRAW BALE BARRIERS SHALL BE STRONGLY ENCOURAGED. OTHER MEASURES MAY BE REQUIRED IF REASONABLY DETERMINED TO BE NECESSARY TO PROTECT A WATERCOURSE OR WETLAND.

WHEN IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE A DISTURBED AREA AFTER AN EARTH CHANGE HAS BEEN COMPLETED OR WHEN SIGNIFICANT EARTH CHANGE ACTIVITY CEASES, TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED.

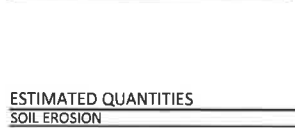
PERMANENT EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY OTHER DISTURBED LAND AREA SHALL BE COMPLETED WITHIN 15 (FIFTEEN) CALENDAR DAYS AFTER FINAL GRADING OR THE FINAL EARTH CHANGE HAS BEEN COMPLETED. ALL TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE IMPLEMENTED.

VEGETATED BUFFER STRIPS SHALL BE CREATED OR RETAINED ALONG THE EDGES OF ALL LAKES, PONDS, CREEKS, STREAMS, OTHER WATERCOURSES, OR WETLANDS.

EROSION AND SEDIMENTATION CONTROL MEASURES SHALL RECEIVE REGULAR MAINTENANCE TO ASSURE PROPER FUNCTIONING.

ALL GRADING PLANS AND SPECIFICATIONS, INCLUDING EXTENSIONS OF PREVIOUSLY APPROVED PLANS, SHALL INCLUDE PROVISIONS FOR EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH, BUT NOT LIMITED TO, THE STANDARDS CONTAINED IN THE STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, PUBLISHED BY THE OAKLAND SOIL CONSERVATION DISTRICT.

**TEMPORARY CRUSHED CONCRETE CONSTRUCTION ACCESS ROAD**



**ESTIMATED QUANTITIES**

DESCRIPTION	QUANTITY	UNITS
SILT FABRIC FENCING	2,388	LF
INLET FILTER CHANGES	21	EA
TEMPORARY ACCESS ROAD	277	EA

**CONSTRUCTION SEQUENCE / TIMING SCHEDULE**

1. INSTALL PERIMETER FILTER FABRIC FENCING AND STONE FILTER WHERE REQUIRED.	NOV 2021
2. GRADE SITE AND ESTABLISH BUILDING PAD.	NOV 2021
3. COMMENCE UNDERGROUND UTILITY WORK.	NOV-DEC 2021
4. INSTALL INLET FILTERS ON PROPOSED DRAINAGE STRUCTURES.	NOV-DEC 2021
5. INSTALL BUILDING FOUNDATIONS.	NOV-DEC 2021
6. FILL IN SEDIMENTATION TRAPS AND PAVE SITE.	MAY 2022
7. COMPLETE ALL BUILDINGS AND LANDSCAPE ACTIVITY.	JUN-JUL 2022
8. JET VAC NEW STORM SEWER SYSTEM AS REQUIRED.	AUG 2022
9. REMOVE ALL TEMPORARY SOIL EROSION MEASURES.	SEP 2022

**SOIL DATA**

THIS SITE CONSISTS OF:  
 10B - MARLETTE SANDY LOAM, 1 TO 6 PERCENT SLOPES  
 11B - CAPAC SANDY LOAM, 0 TO 4 PERCENT SLOPES

BASED ON DATA PROVIDED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE.

**LEGAL DESCRIPTION: COMBINED PARCEL**

Part of the Southwest 1/4 of the Southeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the South 1/4 corner of said Section 10; thence along the South line of said Section 10, Due East 264.00 feet; thence N. 00° 53' 36" W. 75.01 feet to a point on the Northerly Right-of-Way line of 12 Mile Road (width varies) and the point of beginning; thence continuing, N. 00° 53' 36" W. 254.99 feet; thence DUE WEST, 264.00 feet; thence N. 00° 53' 36" W. 165.00 feet; thence DUE EAST, 264.00 feet; thence N. 00° 53' 36" W. 165.00 feet; thence DUE EAST 332.00 feet; thence S. 00° 53' 36" E. 584.99 feet to a point on said Northerly Right-of-Way line of 12 Mile Road; thence along said Northerly Right-of-Way line, Due West 332.00 feet to the point of beginning. Containing 237,748 square feet or 5.458 acres.

COMBINED PARCEL APN: 50-22-10-400-074  
 NEW NUMBER WILL BE IN EFFECT IN 2022

**NOTES**

- THE SITE IS LOCATED A DISTANCE OF 42,900 FEET EAST OF THE WALLED LAKE BRANCH DRAIN.
- THE TOTAL AREA OF EARTH DISRUPTION IS 4,958 ACRES.
- THE SOIL EROSION CONTROLS WILL BE MAINTAINED WEEKLY AND AFTER EVERY STORM EVENT BY THE CONTRACTOR.
- A SOIL EROSION PERMIT IS REQUIRED FROM THE CITY OF NOV.
- IF DE-WATERING IS ANTICIPATED OR ENCOUNTERED DURING CONSTRUCTION, A DE-WATERING PLAN MUST BE SUBMITTED TO THE ENGINEERING DIVISION FOR REVIEW.
- THE STORM WATER BASINS SHALL BE STABILIZED PRIOR TO DIRECTING FLOW TO THE BASIN.
- STORM WATER PRETREATMENT STRUCTURE SHALL BE INSPECTED WEEKLY FOR SEDIMENT ACCUMULATION UNTIL SITE IS STABILIZED AND WILL BE CLEANED AS REQUIRED.
- STREET SWEEPING AND DUST CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- IT IS THE DEVELOPER'S RESPONSIBILITY TO GRADE AND STABILIZE DISTURBED AREAS DUE TO THE INSTALLATION OF PUBLIC UTILITIES.
- 3 TO 4 INCHES OF TOPSOIL SHALL BE USED FOR RESTORATION WHERE VEGETATION IS REQUIRED.

**EXECUTED DRAFT WOODLAND  
CONSERVATION EASEMENT**



## WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 9<sup>th</sup> day of ~~NOVEMBER~~, 2021, by and between Novi Forum, LLC d/b/a Fountain View Professional Center, a Michigan Limited Liability Company whose address is 44090 W. 12 Mile Rd., Novi, MI 48377 (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 10 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 medical office 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 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 . 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.

WITNESS:

GRANTOR:

Novi Forum, LLC d/b/a Fountain View Professional Center, a Michigan Limited Liability Company

By: [Signature]

Its: Executive Vice President

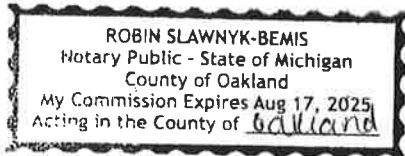
By: [Signature]

G. Joseph Schimizzi

Its: Managing Member

STATE OF MI )  
 ) ss.  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2021, by G. Joseph Schimizzi, as the Managing Member of NOVI Forum a Michigan limited liability company, on its behalf.



[Signature]  
Notary Public  
Acting in Oakland County  
My Commission Expires: 08/17/2025



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 \_\_\_\_\_, 2021, 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 & Amtsbuechler, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

After Recording, Return to:  
Cortney Hanson, Clerk  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375

# Exhibit A

## PARCEL LEGAL DESCRIPTION

### LEGAL DESCRIPTION: PARCEL

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 75.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE CONTINUING, N. 00° 53' 36" W. 254.99 FEET; THENCE DUE WEST, 264.00 FEET; THENCE N. 00° 53' 36" W., 165.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE N. 00° 53' 36" W. 165.00 FEET; THENCE DUE EAST 332.00 FEET; THENCE S. 00° 53' 36" E. 584.99 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, DUE WEST 332.00 FEET TO THE POINT OF BEGINNING. CONTAINING 237,748 SQUARE FEET OR 5.458 ACRES.

APN: 50-22-10-400-074



**ENGINEERS**

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

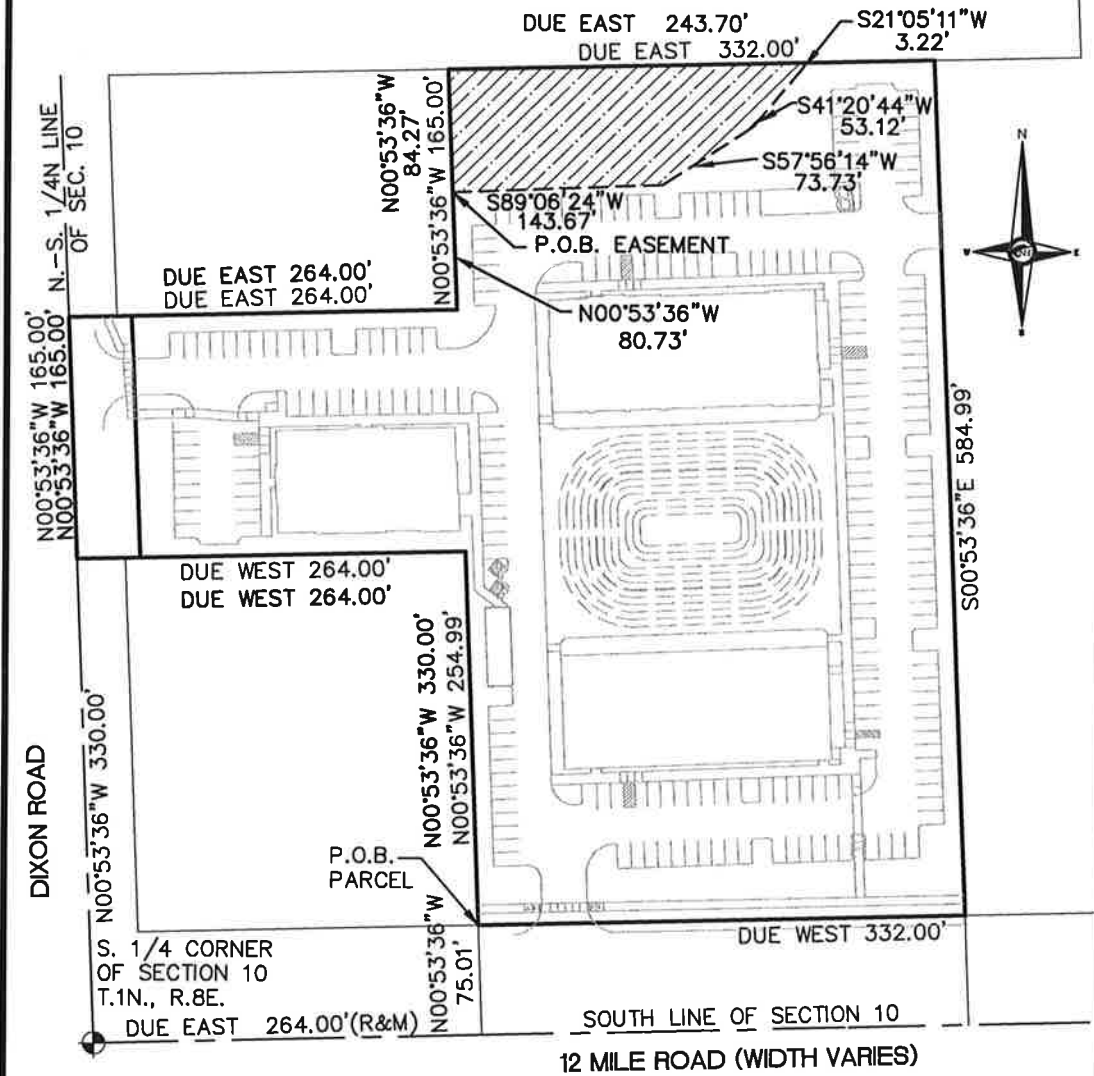
PREPARED FOR:

ACQUIRA REALTY HOLDINGS  
44090 12 MILE ROAD  
CITY OF NOVI, MI 48377  
CONTACT:  
JOSEPH SCHIMIZZI  
PHONE: (888) 560-5540

SCALE	DATE	DRAWN	JOB NO.	SHEET
	11-02-2021	N.N.	H046-03	1 of 2

# Exhibit B

## WOODLAND CONSERVATION EASEMENT



### LEGAL DESCRIPTION: CONSERVATION EASEMENT

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 330.00 FEET; THENCE DUE WEST, 264.00 FEET; THENCE N. 00° 53' 36" W., 165.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE N. 00° 53' 36" W. 80.73 FEET TO THE POINT OF BEGINNING; THENCE N. 00° 53' 36" W., 84.27 FEET; THENCE DUE EAST, 243.70 FEET; THENCE S. 21° 05' 11" W., 3.22 FEET; THENCE S. 41° 20' 44" W., 53.12 FEET; THENCE S. 57° 56' 14" W., 73.73 FEET; THENCE S. 89° 06' 24" W., 143.67 FEET TO THE POINT OF BEGINNING. CONTAINING 16,708 SQUARE FEET OR 0.384 ACRES.



**ENGINEERS**

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

PREPARED FOR:

ACQUIRA REALTY HOLDINGS  
44090 12 MILE ROAD  
CITY OF NOVI, MI 48377  
CONTACT:  
JOSEPH SCHIMIZZI  
PHONE: (888) 560-5540

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 100'	11-02-2021	N.N.	H046-03	2 of 2



**EXECUTED DRAFT WETLAND  
CONSERVATION EASEMENT**

## **WETLAND CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT made this 9<sup>TH</sup> day of November, 2021, by and between Novi Forum, LLC, a Michigan limited liability company, whose address is 44090 W. 12 Mile Road, Novi, Michigan 48377 (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 medical office development on the Property, subject to provision of an appropriate easement to permanently protect the remaining wetlands and wetland setback areas 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 wetlands and wetland setback areas 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 the remaining wetlands and wetland setback areas 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 and/or maintain the remaining wetlands and wetland setback areas reasonable order and condition, 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 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.

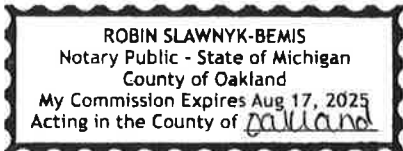
GRANTOR  
Novi Forum, LLC, a Michigan limited liability company

By: [Signature]

Its: Managing Member

STATE OF Michigan )  
 ) ss.  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2021, by (Joseph Schimuzz) as the Managing Member of Novi Forum, LLC, a Michigan limited liability company, on its behalf.



[Signature]  
Notary Public  
Acting in Oakland County  
My Commission Expires: 08/17/2025

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: PARCEL

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 75.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE CONTINUING, N. 00° 53' 36" W. 254.99 FEET; THENCE DUE WEST, 264.00 FEET; THENCE N. 00° 53' 36" W., 165.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE N. 00° 53' 36" W. 165.00 FEET; THENCE DUE EAST 332.00 FEET; THENCE S. 00° 53' 36" E. 584.99 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, DUE WEST 332.00 FEET TO THE POINT OF BEGINNING. CONTAINING 237,748 SQUARE FEET OR 5.458 ACRES.

APN: 50-22-10-400-074



**ENGINEERS**

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

PREPARED FOR:

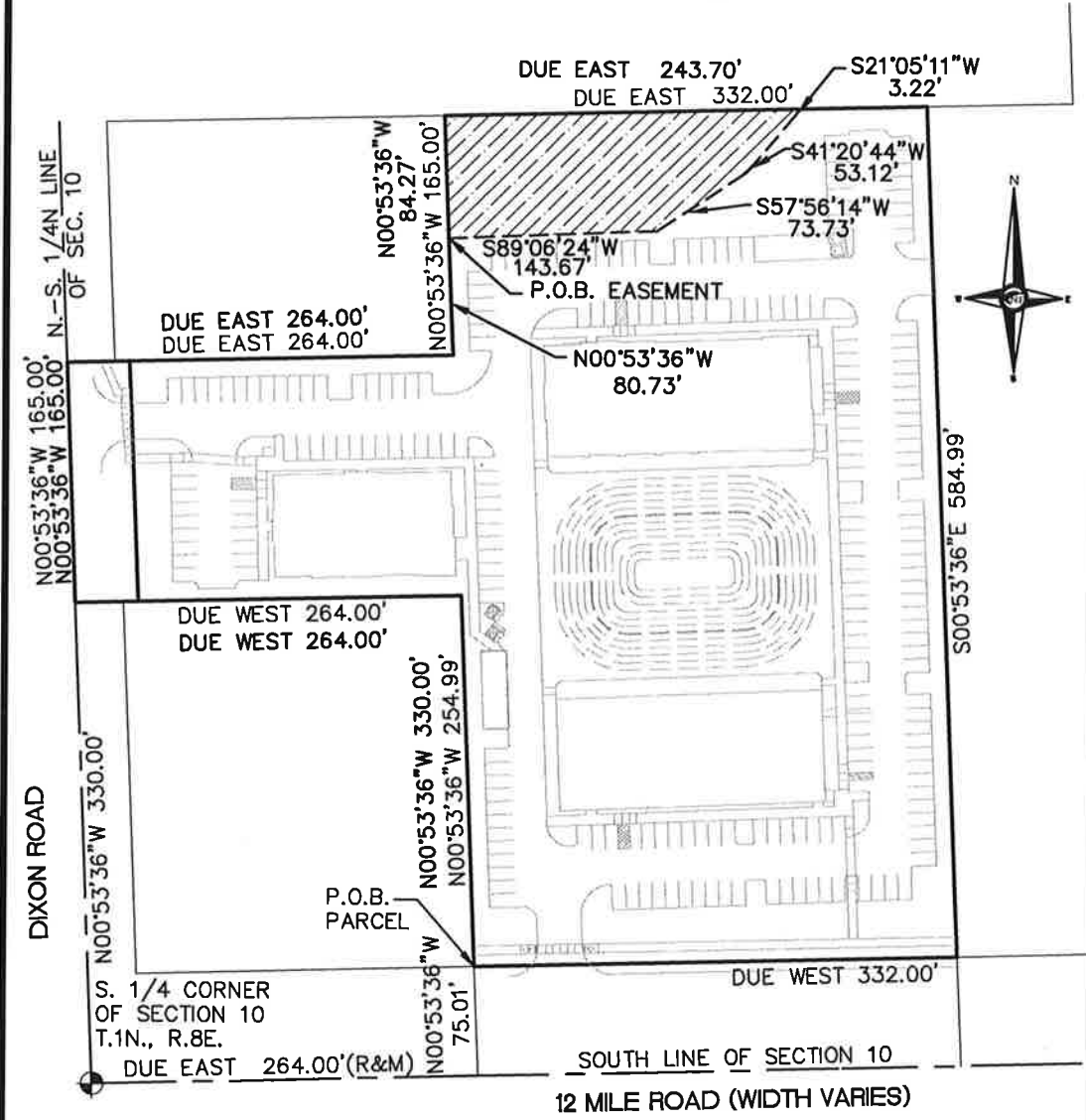
ACQUIRA REALTY HOLDINGS  
44090 12 MILE ROAD  
CITY OF NOVI, MI 48377  
CONTACT:  
JOSEPH SCHIMIZZI  
PHONE: (888) 560-5540

SCALE	DATE	DRAWN	JOB NO.	SHEET
	10-11-2021	N.N.	H046-03	1 of 2



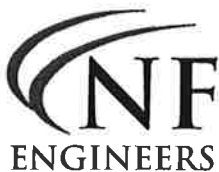
# Exhibit B

## CONSERVATION EASEMENT



### LEGAL DESCRIPTION: CONSERVATION EASEMENT

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 330.00 FEET; THENCE DUE WEST, 264.00 FEET; THENCE N. 00° 53' 36" W., 165.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE N. 00° 53' 36" W. 80.73 FEET TO THE POINT OF BEGINNING; THENCE N. 00° 53' 36" W., 84.27 FEET; THENCE DUE EAST, 243.70 FEET; THENCE S. 21° 05' 11" W., 3.22 FEET; THENCE S. 41° 20' 44" W., 53.12 FEET; THENCE S. 57° 56' 14" W., 73.73 FEET; THENCE S. 89° 06' 24" W., 143.67 FEET TO THE POINT OF BEGINNING. CONTAINING 16,708 SQUARE FEET OR 0.384 ACRES.



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

PREPARED FOR:

ACQUIRA REALTY HOLDINGS  
 44090 12 MILE ROAD  
 CITY OF NOVI, MI 48377  
 CONTACT:  
 JOSEPH SCHIMIZZI  
 PHONE: (888) 560-5540

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 100'	10-11-2021	N.N.	H046-03	2 of 2

**ATTORNEY REVIEW**

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

November 15, 2021

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

**RE: Fountain View Professional Center JSP 19-22  
Woodland and Wetland Conservation Easements**

Dear Ms. McBeth:

We have received and reviewed the following final executed easements for the Fountain View Professional Center Development:

- Woodland Conservation Easement (**Approved**)
- Wetland Conservation Easement (**Approved**)

The Woodland and Wetland Conservation Easements are in the City's standard easement format and are consistent with the title commitment provided. The exhibits have been approved by the City's Consulting Engineer. The Conservation Easements may be placed 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  
Enclosure

Barb McBeth, City Planner  
City of Novi  
November 15, 2021  
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Lindsay Bell, Planner (w/Enclosures)  
Christian Carroll, Planner (w/Enclosures)  
Ben Peacock, Planning Assistant (w/Enclosures)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)  
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)  
Ben Croy, City Engineer (w/Enclosures)  
Rebecca Runkel, Project Engineer (w/Enclosures)  
Humna Anjum, Project Engineer (w/Enclosures)  
Victor Boron, Project Engineer (w/Enclosures)  
Melissa Morris, Administrative Assistant (w/Enclosures)  
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)  
Joseph Schimizzi, Acqaira Realty Holdings (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**ENGINEERING CONSULTANT REVIEW**



November 5, 2021

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

Re: Fountain View Professional Center - Planning Document Review  
Novi # JSP19-0022  
SDA Job No. NV21-  
**EXHIBITS APPROVED**

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on November 3, 2021 against the current submitted plan set. We offer the following comments:

**Submitted Documents:**

1. Woodland Conservation Easement – (unexecuted: exhibit dated 11/02/2021)  
Legal Description Approved.
2. Wetland Conservation Easement – (unexecuted: exhibit dated 10/11/2021)  
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  
Ted Meadows, Spalding DeDecker  
Kate Purpura, City of Novi  
Christian Carroll, City of Novi  
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler  
Ben Peacock, City of Novi