



CITY of NOVI CITY COUNCIL

Agenda Item I
May 21, 2018

SUBJECT: Acceptance of Woodland and Wetland Conservation Easements from Bolingbrooke Singh, LLC, to protect the woodland replacement trees and remaining woodlands as part of the Bolingbrooke project site, JSP 17-34, located north of 12 ½ Mile Road and west of Novi/Old Novi Road in Section 10 of the City.

Ba

SUBMITTING DEPARTMENT: Community Development Department – Planning

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The applicant has approval to construct a 46-unit site condominium with associated improvements. The plan was originally started in 2005 and approval expired. Then the plans were reviewed again in late-2014/early-2015 and were not brought to Planning Commission. In 2017, the applicant brought forth the same plans from 2015 seeking approval for a combined Preliminary/Final site plan review since the plans did not significantly change from what was approved in 2005. The Planning Commission approved the Preliminary Site Plan with Site Condominium, Woodland Permit, and Storm Water Management Plan on June 28, 2017. Construction is now underway.

Wetland Conservation Easement

The purpose of the easement is to protect the woodland replacement trees and remaining woodlands as part of the development. The woodland preservation easement areas total approximately 2.481 acres.

An executed document was provided by the applicant dated December 21, 2017 based on staff and Engineering consultants' approval at that time. However, staff requested some additional areas to be included in the conservation easement. The applicant has provided revised exhibits to address staff's concerns. Staff and the City's engineering consultants recommended approval of the revised exhibits in the letter dated May 14, 2018.

The City Attorney's Office has reviewed the proposed Woodland Conservation Easement in their letter dated May 14, 2018 and indicated that the documents are in a form ready for acceptance by the City Council.

Wetland Conservation Easement

The purpose of this easement is to protect the existing wetlands and wetland buffers as part of the development. The wetland preservation easement areas total approximately 0.110 acres.

Staff and the City's engineering consultants recommended approval of the exhibits in the letter dated August 2, 2017. The City Attorney's Office has reviewed the proposed Woodland Conservation Easement in their letter dated September, 2017 and indicated that the documents are in a form ready for acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of Woodland and Wetland Conservation Easements from Bolingbrooke Singh, LLC, to protect the woodland replacement trees and remaining woodlands as part of the Bolingbrooke project site, JSP 17-34, located north of 12 ½ Mile Road and west of Novi/Old Novi Road in Section 10 of the City.

MAPS

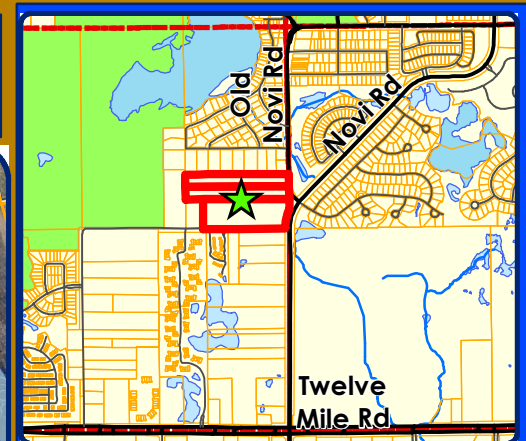
JSP17-34: Bolingbroke

Location Map



**Subject
Property**

Section 10



LEGEND

 Sections



City of Novi

Community Development Department
Civic Center
45175 W Ten Mile Road
Novi, MI 48375
www.cityofnovi.org

Map Author: Kirsten Mellem
Date: 05/30/2017
Project: JSP17-34 Bolingbroke
Version #: 3

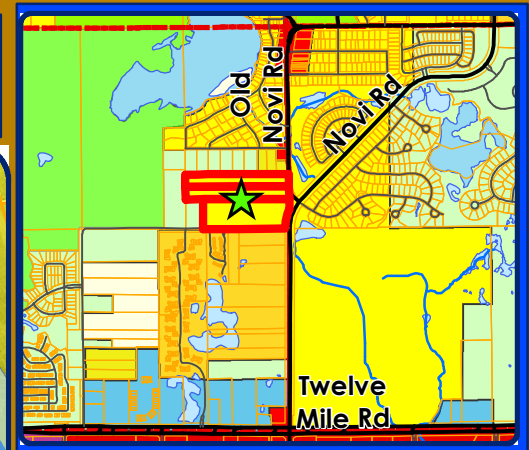
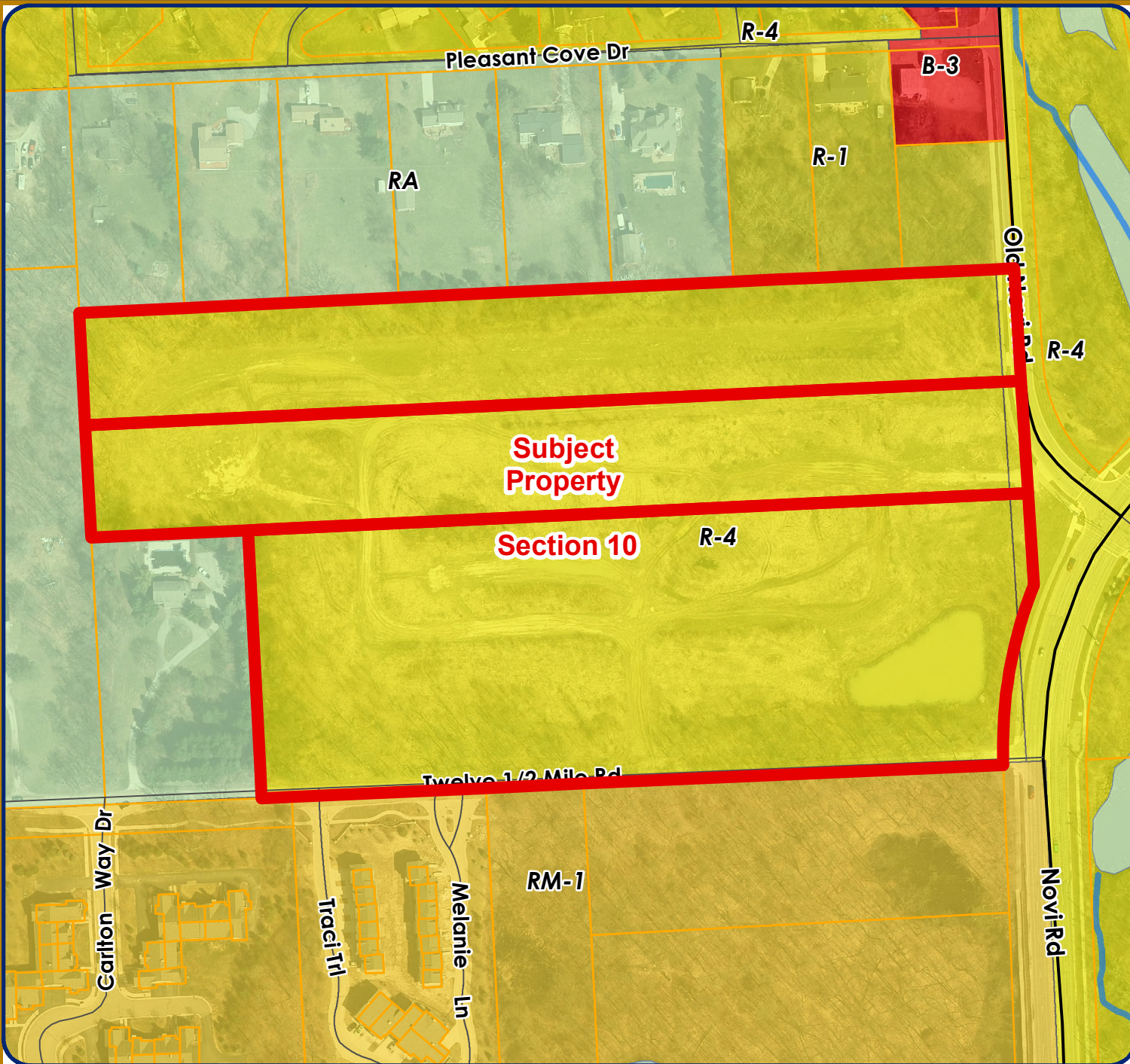


MAP INTERPRETATION NOTICE

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 of Novi GIS Manager to confirm source and accuracy information related to this map.

JSP17-34: Bolingbroke

Zoning Map



LEGEND

- Sections
- R-A: Residential Acreage
- R-1: One-Family Residential District
- R-4: One-Family Residential District
- RM-1: Low-Density Multiple Family
- B-3: General Business District
- OS-1: Office Service District
- OST: Office Service Technology
- RC: Regional Center District

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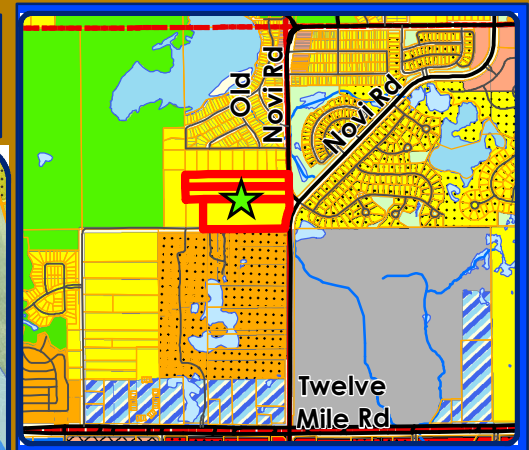
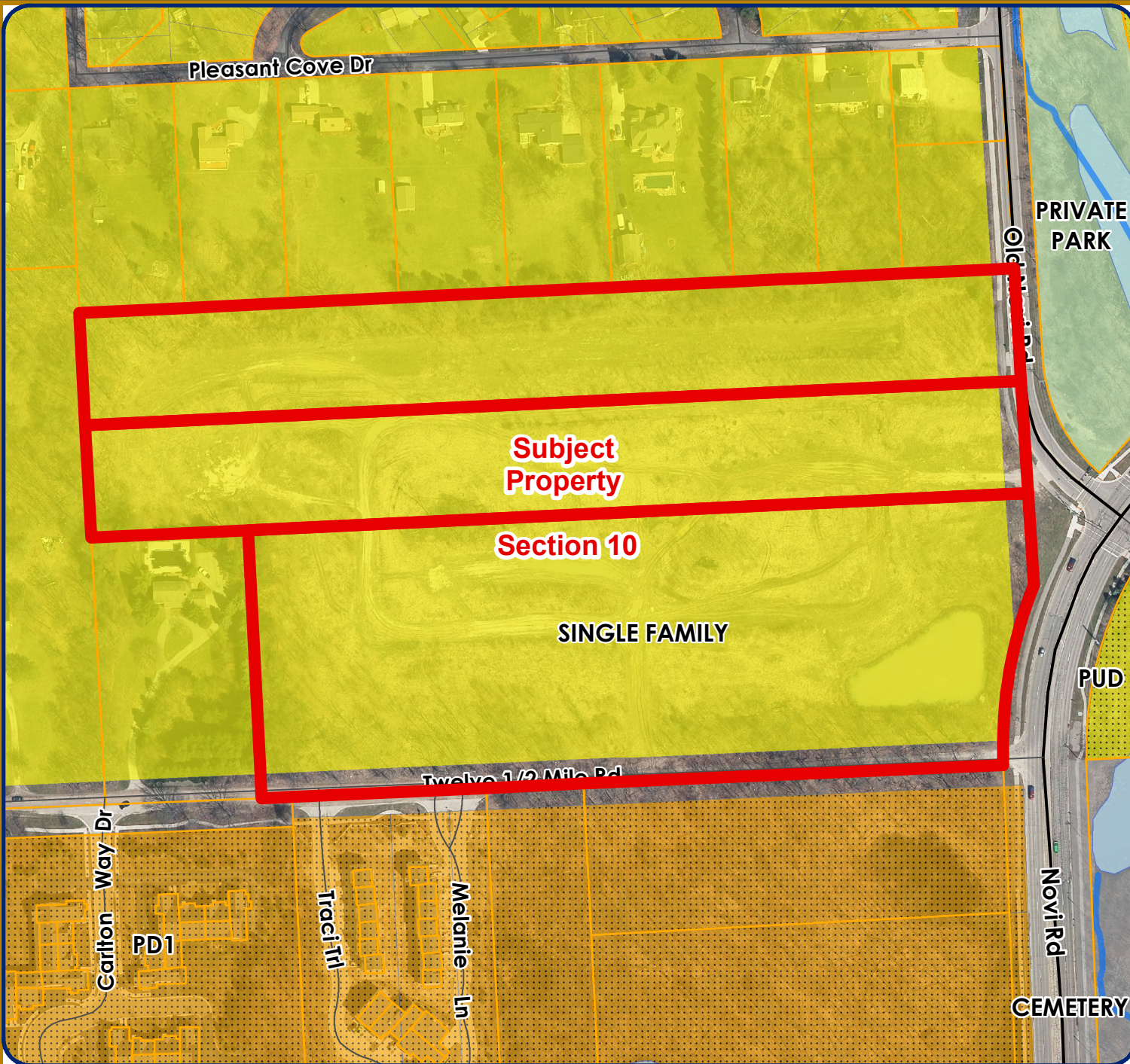
0 50 100 200 300 Feet
 1 inch = 208 feet

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JSP17-34: Bolingbroke

Future Land Use Map



LEGEND

- Sections
- FUTURE LAND USE**
- Single Family
- PUD
- Multiple Family
- PD1
- Community Office
- Office RD Tech
- Local Commercial
- Regional Commercial
- PD2
- Public Park
- Private Park
- Cemetery

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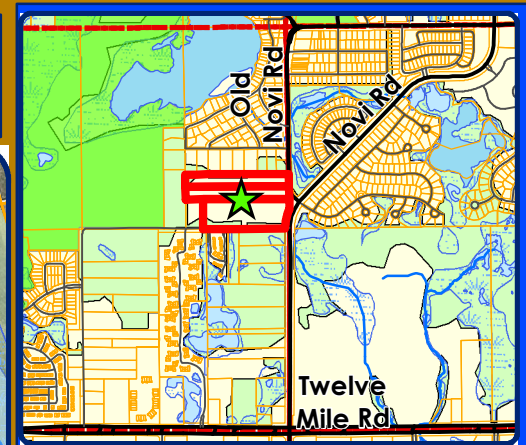
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JSP17-34: Bolingbroke

Natural Features Map



LEGEND

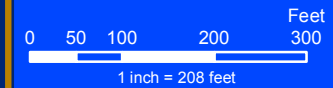
- Sections
- WETLANDS
- WOODLANDS



City of Novi

Community Development Department
Civic Center
45175 W Ten Mile Road
Novi, MI 48375
www.cityofnovi.org

Map Author: Kirsten Mellem
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ATTORNEY'S APPROVAL LETTER

Woodland Conservation Easement

ELIZABETH KUDLA SAARELA
esaarela@jrsjlaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.jrsjlaw.com



May 14, 2018

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

**RE: Bolingbrooke Condominium JSP 17-34
Woodland Conservation Easements**

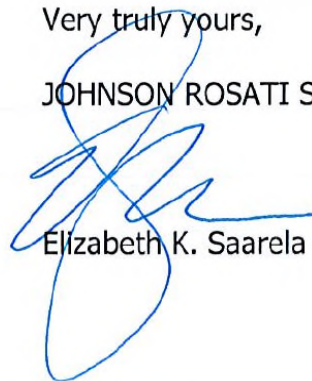
Dear Ms. McBeth:

We have received replacement exhibits for the Woodland Conservation Easement which have been submitted by the Applicant and have been reviewed and approved by the City's Planning Staff. The replacement exhibits include additional areas of woodlands for preservation. The replacement exhibits should be attached to the executed original Woodland Conservation Easement, and placed on an upcoming City Council Agenda for acceptance.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

JOHNSON ROSATI SCHULTZ JOPPICH



Elizabeth K. Saarela

EKS

Enclosure

- C: Cortney Hanson, Clerk (w/Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Sri Komaragiri, Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Hannah Smith, Planning Assistant (w/Enclosure)
Theresa Bridges, Construction Engineer (w/Enclosure)
Sarah Marchioni, Building Project Coordinator (w/Enclosure)
Rick Meader, Landscape Architect (w/Enclosure)
Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosure)
Pete Hill, ECT (w/Enclosure)
Sue Troutman, City Clerk's Office (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

ENGINEERING CONSULTANTS APPROVAL LETTER

Woodlands Conservation Easement

May 14, 2018

Theresa Bridges, PE
City Civil Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Bolingbrooke - Document Review
Novi # JSP17-0034
SDA Job No. NV17-235
DOCUMENTS APPROVED

Dear Ms. Bridges

We have reviewed the following document package received by our office on May 11, 2018 against the submitted plan set. We offer the following comments:

Submitted Documents:

1. **Woodland Conservation Easement** – (executed 12/21/2017: exhibit dated 5/2/2018) Legal Description Approved.

Documents that require revisions should be resubmitted to the City for further review. If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, EIT
Engineer

Cc (via Email): Sri Komaragiri City of Novi Planning Department
Darcy Rechten, City of Novi Construction Engineer

**EXECUTED WOODLAND
CONSRVATION EASEMENT**

WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this ____ day of _____, 2017, by and between Bolingbrooke Singh, LLC whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, MI 48322 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Sections 10 and 11 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 site condominium 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 and C**, 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 Environmental Quality 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 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 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 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.

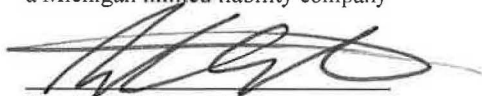
7. This Conservation Easement has been made and given for a consideration of a value less than One Hundred (\$ 100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

8. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement on legal instruments used to convey an interest in the property.

[SIGNATURES ON FOLLOWING PAGE]

GRANTOR:

BOLINGBROOKE SINGH, LLC
a Michigan limited liability company



By: Avtar S. Grewal
Its: Manager

WITNESS:

James E. Lernowich
Jeanne E. Lernowich

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 21 day of DECEMBER, 2017,
by Avtar S. Grewal, as the Manager of Bolingbrooke Singh, LLC.

LAWRENCE A. KILGORE
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Dec 20, 2022
ACTING IN COUNTY OF OAKLAND

Lawrence A. Kilgore
Notary Public LAWRENCE A. KILGORE
Oakland County, Michigan
My Commission Expires: 12-20-22

GRANTEE:

CITY OF NOVI
A Municipal Corporation

WITNESS:

By:
Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____,
201__, by _____, on behalf of the City of Novi, a Municipal
Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by:
Elizabeth K. Saarela, Esquire
Johnson, Rosati, Schultz & Joppich, 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, Michigan 48375

BOLINGBROOKE

EASEMENT FOR
WOODLAND
CONSERVATION

EXHIBIT A

BOLINGBROOKE

LEGAL DESCRIPTION
SUBJECT PROPERTY

Combined Tax Id. 22-10-280-004, -005, 008 and parcel A

A part of the Northeast 1/4 of Section 10 and Northwest 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the East 1/4 Corner of said Section 10; thence North 89°01'34" West, 59.99 feet, along the East and West 1/4 line of said Section 10 and the centerline of 12 1/2 Mile Road, to the POINT OF BEGINNING, thence continuing North 89°01'34" West, 1068.47 feet, along the East and West 1/4 line of said Section 10 and the centerline of 12 1/2 Mile Road, (said point being South 89°01'34" East, 1577.90 feet, from the Center of said Section 10); thence North 00°36'29" East, 386.51 feet; thence North 89°01'34" West, 225.40 feet; thence North 00°36'29" East, 323.02 feet; thence South 89°04'50" East, 1346.32 feet, to the East line of said Section 10 and the centerline of Old Novi Road, (said point being Due South, 1922.70 feet, from the Northeast Corner of said Section 10); thence Due South, 325.64 feet, along the East line of said Section 10 to the Westerly line of Novi Road (relocated); thence 67.60 feet along a curve to the left, said curve having a radius of 281.73 feet, a central angle of 13°44'54" and a chord bearing and distance of South 44°59'58" East, 67.44 feet, along the Westerly right-of-way of Old Novi Road (relocated); thence 358.08 feet along a curve to the left, said curve having a radius of 635.00 feet, a central angle of 32°18'36" and a chord bearing and distance of South 17°44'24" West, 353.36 feet, along the Westerly right-of-way of Novi Road (relocated), to the POINT OF BEGINNING. All of the above containing 19.850 Acres. All of the above being subject to easements, restrictions and right-of-ways of record. All of the above being subject to the right of the public in 12 1/2 Mile Road and Old Novi Road.

EXHIBIT B

BOLINGBROOKE

LEGAL DESCRIPTION

EASEMENT FOR WOODLAND CONSERVATION

An Easement for Woodland Conservation located in a part of the Northeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the East 1/4 Corner of said Section 10; thence North 89°01'34" West, 1128.47 feet, along the East and West 1/4 line of said Section 10 and the centerline of 12 1/2 Mile Road; thence North 00°36'29" East, 43.00 feet, for a POINT OF BEGINNING "A"; thence continuing North 00°36'29" East, 86.99 feet, for a reference POINT "A"; thence North 60°07'38" East, 40.61 feet; thence South 46°09'34" East, 98.95 feet; thence South 89°01'34" East, 406.93 feet, for a reference POINT "E"; thence South 00°04'12" West, 40.51 feet; thence North 89°01'34" West, 514.41 feet, to the Point of Beginning "A".

And also, commencing at said reference POINT "A"; thence North 00°36'29" East, 24.04 feet, for a POINT OF BEGINNING "B"; thence continuing North 00°36'29" East, 109.39 feet, for a reference POINT "B"; thence South 89°23'31" East, 18.55 feet; thence South 00°14'14" East, 98.29 feet; thence South 61°33'29" West, 22.88 feet, to the Point of Beginning "B".

And also, commencing at said reference POINT "B"; thence North 00°36'29" East, 41.63 feet, for a POINT OF BEGINNING "C"; thence continuing North 00°36'29" East, 81.46 feet; thence North 89°01'34" West, 158.89 feet, for a reference POINT "C"; thence North 50°41'57" East, 97.38 feet; thence 80.61 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of 65°58'54" and chord bearing and distance of South 72°17'30" East, 76.23 feet; thence South 14°49'04" East, 28.66 feet; thence North 72°16'17" East, 29.95 feet; thence South 15°05'21" East, 19.53 feet; thence South 00°36'29" West, 85.38 feet; thence North 89°38'51" West, 30.00 feet, to the Point of Beginning "C".

And also, commencing at said reference POINT "C"; thence North 89°01'34" West, 66.51 feet; thence North 00°36'29" East, 22.41 feet, for a POINT OF BEGINNING "D"; thence continuing North 00°36'29" East, 101.72 feet, for a reference POINT "D"; thence South 18°26'39" East, 107.22 feet; thence Due West, 35.00 feet, to the Point of Beginning "D".

And also, commencing at said reference POINT "D"; thence North 00°36'29" East, 46.17 feet, for a POINT OF BEGINNING "E"; thence continuing North 00°36'29" East, 152.72 feet, thence South 89°04'50" East, 1286.31 feet; thence Due South, 20.00 feet; thence North 89°04'50" West, 30.00 feet; thence Due South, 20.00 feet; thence North 89°04'50" West, 161.82 feet; thence North 00°55'10" East, 5.00 feet; thence North 89°04'50" West, 929.51 feet; thence South 78°18'40" West, 71.47 feet; thence South 36°44'10" West, 125.79 feet; thence North 89°23'31" West, 21.43 feet, to the Point of Beginning "E".

And also, commencing at said reference POINT "E"; thence South 89°01'34" East, 60.01 feet, for a POINT OF BEGINNING "F"; thence continuing South 89°01'34" East, 257.50 feet; thence South 00°04'21" West, 40.51 feet, thence North 89°01'34" West, 257.50 feet; thence North 00°04'12" East, 40.51 feet, to the Point of Beginning "F".

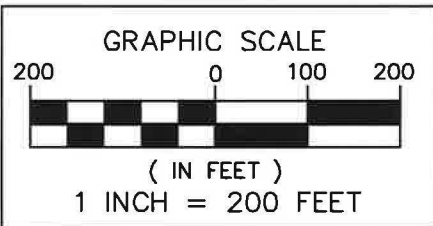
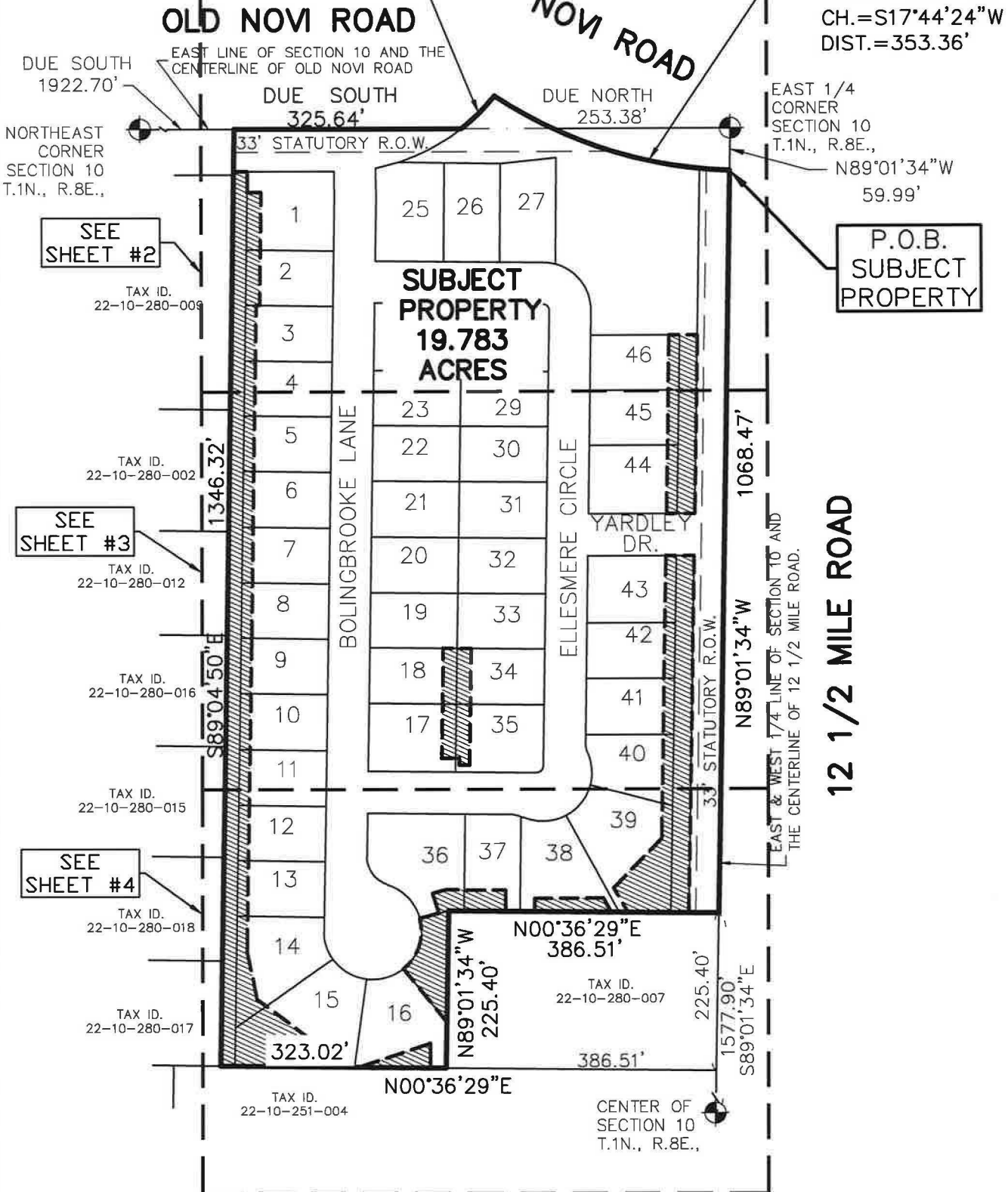
And also, commencing at said reference POINT "E"; thence North 00°04'12" East, 111.74 feet; thence North 65°15'07" West, 148.51 feet; thence North 00°36'29" East, 105.00 feet, for a POINT OF BEGINNING "G"; thence North 89°04'51" West, 167.50 feet; thence North 00°36'29" East, 15.00 feet; thence South 89°04'50" East, 10.00 feet; thence North 00°36'29" East, 25.00 feet; thence South 89°04'50" East, 157.50 feet; thence South 00°36'29" West, 40.00 feet to the Point of Beginning "E". All of the above containing 2.481 Acres.

EXHIBIT B



L=67.60'
R=281.73'
DELTA=13°44'54"
CH.=S44°59'58"E
DIST.=67.44'

L=358.08'
R=635.00'
DELTA=32°18'36"
CH.=S17°44'24"W
DIST.=353.36'



OVERALL SUBJECT PARCEL EXHIBIT AND SHEET INDEX EASEMENT FOR WOODLAND CONSERVATION



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

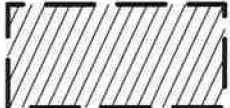
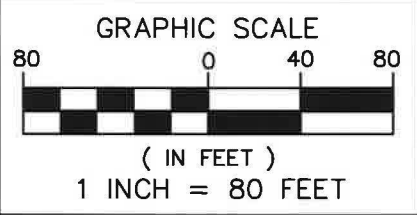
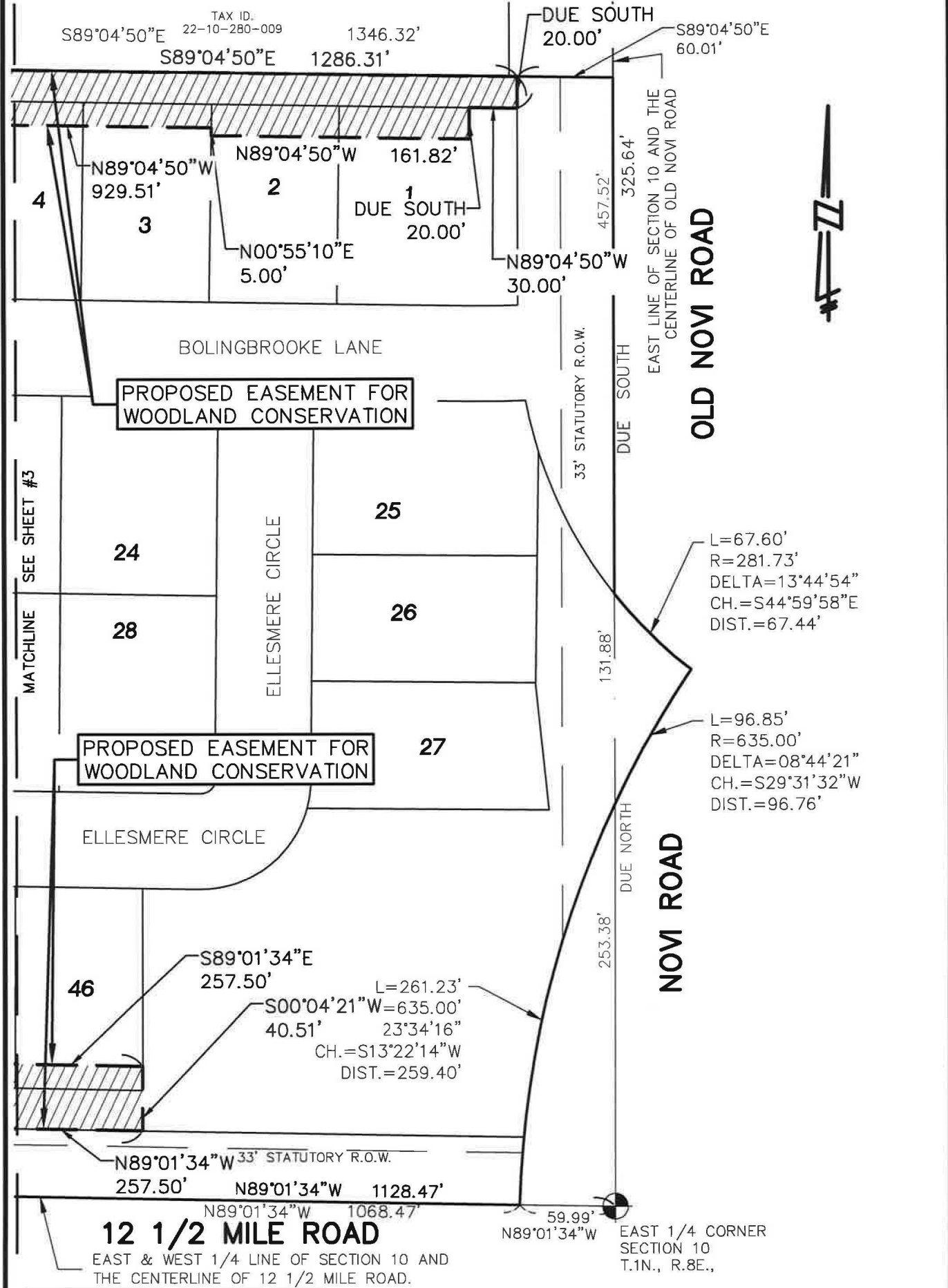
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

BOLINGBROOKE

SECTION 10, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 200'
DATE: 05-02-2018
JOB NO.: 01-016
DWG FILE: 01-016ESMT-WDP
DRAWN BY: DFR
CHECK: PK
SHEET: 1 OF 4

EXHIBIT B



EASEMENT FOR WOODLAND CONSERVATION (2.481) ACRES

EASEMENT FOR WOODLAND CONSERVATION



SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

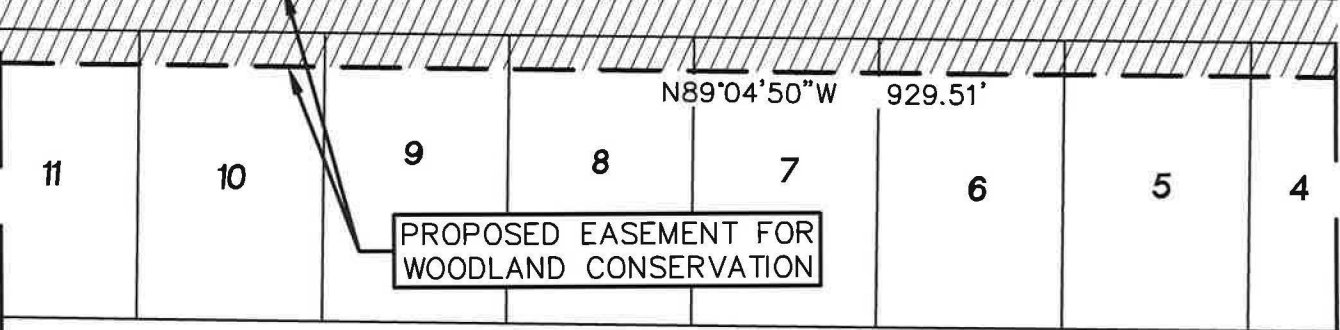
BOLINGBROOKE

SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

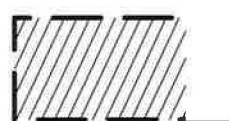
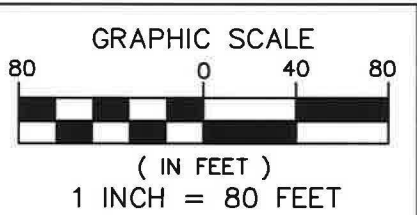
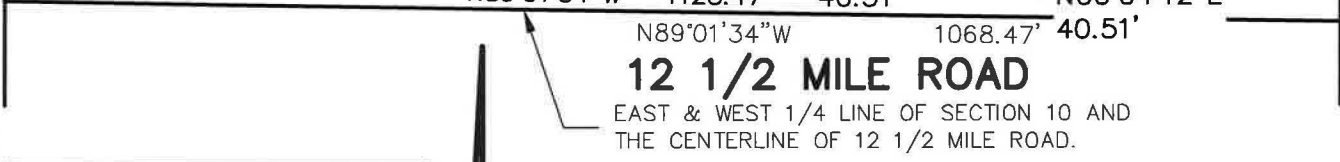
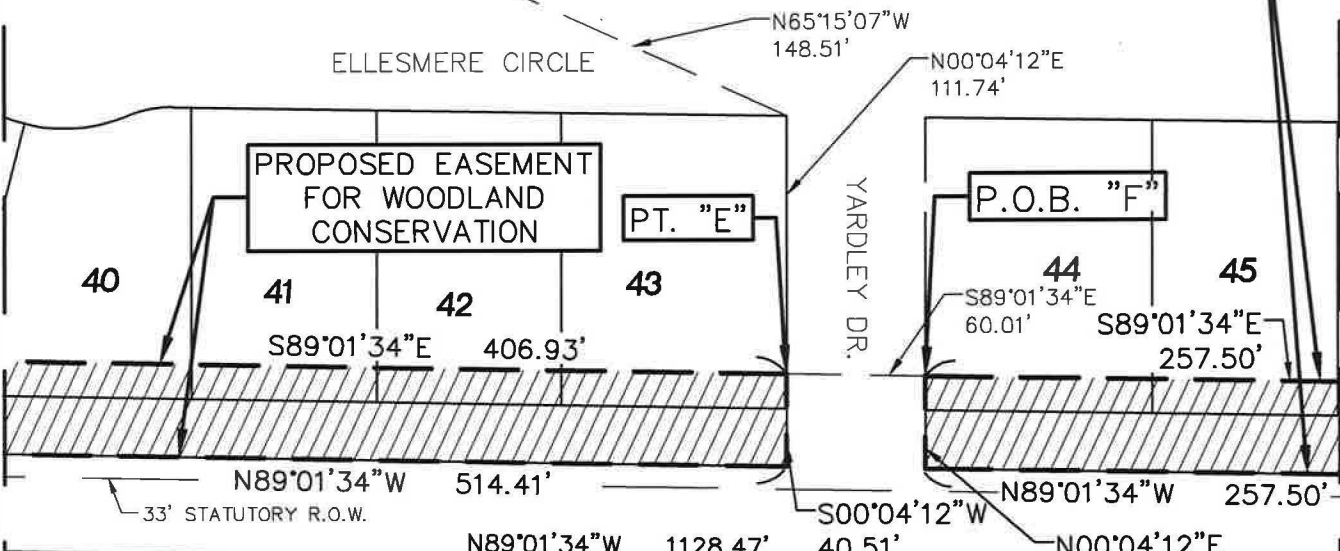
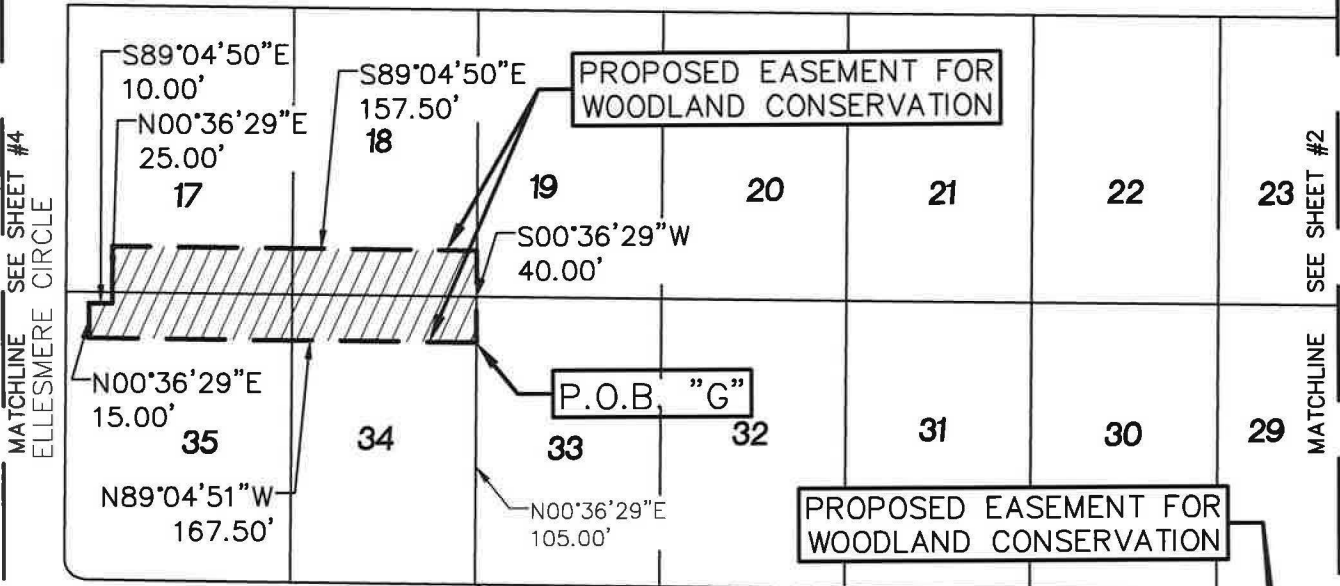
SCALE:	1" = 80'
DATE:	05-02-2018
JOB NO.:	01-016
DWG FILE:	01-016ESMT-WDP
DRAWN BY:	DFR
CHECK:	PK
SHEET:	2 OF 4

EXHIBIT B

TAX ID. 22-10-280-015 TAX ID. 22-10-280-016 S89°04'50"E TAX ID. 22-10-280-012 1346.32' TAX ID. 22-10-280-002
 S89°04'50"E 1286.31'



BOLINGBROOKE LANE



EASEMENT FOR WOODLAND CONSERVATION
 (2.481) ACRES

EASEMENT FOR WOODLAND CONSERVATION



**SEIBER, KEAST
 ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

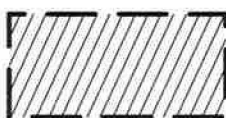
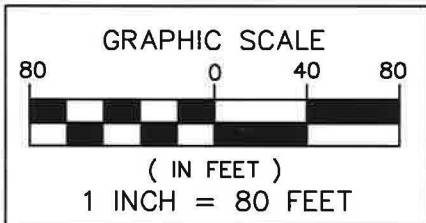
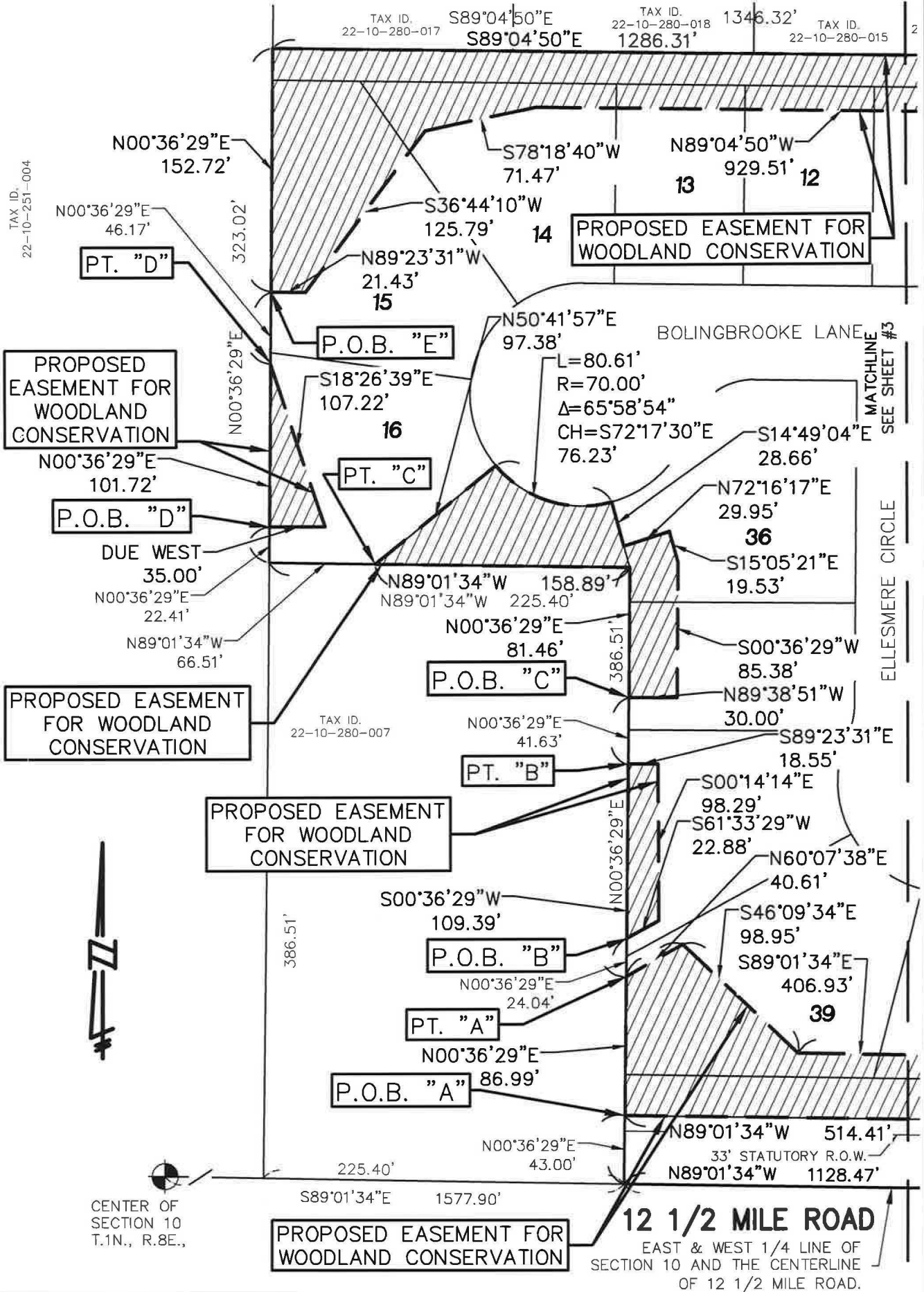
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
 PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

BOLINGBROOKE

SECTION 10, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 80'
 DATE: 05-02-2018
 JOB NO.: 01-016
 DWG FILE: 01-016ESMT-WDP
 DRAWN BY: DFR
 CHECK: PK
 SHEET: 3 OF 4

EXHIBIT B



EASEMENT FOR WOODLAND CONSERVATION
(2.481) ACRES

EASEMENT FOR WOODLAND CONSERVATION



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
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BOLINGBROOKE

SECTION 10, TOWN 1 NORTH,
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SHEET:	4 OF 4

ATTORNEY APPROVAL LETTER

Wetland Conservation Easement



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive, Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

September 7, 2017

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

**RE: Bolingbroke Condominium JSP 17-34
Woodland and Wetland Conservation Easements**

Dear Ms. McBeth:

We have received and reviewed the following revised documents for the Bolingbroke Residential Site Condominium development:

- Wetland Conservation Easement
- Woodland Conservation Easement

We have the following comments regarding the above easements:

Conservation Easement for Drainage and Woodland Preservation

The proposed Conservation Easement for Drainage and Woodland Preservation previously discussed in our correspondence dated August 24, 2017, has been eliminated and the woodland preservation areas have been incorporated into the Woodland Conservation Easement on the basis that the drainage easement is a private easement to be maintained by the homeowners and/or Association.

Wetland Conservation Easement

The comments set forth in our initial review report have been satisfactorily addressed. The terms of the easement are satisfactory for the purpose of preserving "wetlands, wetland mitigation areas, and wetland buffers." Subject to City staff's approval of the exhibits, the Wetland Conservation Easement may be executed and forwarded to the City for placement on an upcoming City Council Agenda for approval.

Woodland Conservation Easement

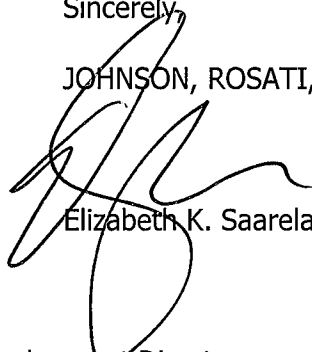
The second proposed Woodland Conservation Easement appears to be for the purpose of preserving remaining woodlands and woodland replacements within Unit 16 of the development and along the 12 ½ Mile frontage (Units 39-43). The terms of the easement are satisfactory for this purpose subject to City staff's approval of the exhibits, the Woodland Conservation Easement may be executed and forwarded for placement on an upcoming City Council Agenda for approval.

Our comments are subject to the review and approval of the City's Planners, and Woodland and Wetland Consultant, and may require further revision as a result of their comments.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

Sincerely,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth K. Saarela

EKS

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Sri Komaragiri, Planner
Kirsten Mellem, Planner
Darcy Rechtien, Plan Review Engineer
Theresa Bridges, Construction Engineer
Sarah Marchioni, Building Project Coordinator
Rick Meader, Landscape Architect
Brittany Allen, Taylor Reynolds, and Ted Meadows, Spalding DeDecker
Pete Hill, ECT
Sue Troutman, City Clerk's Office
Avtar S. Grewal, Singh Development (avtar.grewal.singhmail.com)
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT REVIEW LETTER

Wetland Conservation Easement

August 2, 2017

Darcy Rechten
City Engineering Technician
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Bolingbroke - Document Review
Novi # JSP14-0052
REVISIONS REQUIRED

Dear Ms. Rechten :

We have reviewed the following document package received by our office on July 6, 2017 against the submitted plan set. We offer the following comments:

Submitted Documents:

1. Woodland Conservation Easement – (unexecuted: exhibit dated 08-12-15) – Exhibits Approved
2. Conservation Easement For Drainage and Woodland Preservation – (unexecuted: exhibit dated 08-12-15) – Exhibits Approved.
3. Wetland Conservation Easement – (unexecuted: exhibit dated 08-12-15) – Exhibits Approved.

Documents that require revisions should be resubmitted to the City for further review. If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Brittany Allen, EIT
Engineer

Cc (via Email): George Melistas, City Engineering Senior Manager
Cortney Hanson, City Clerk
Beth Saarela, Johnson Rosati, Schultz, Joppich PC
Sarah Marchioni, City Building Project Coordinator
Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
Theresa Bridges, City Construction Engineer
Angie Pawlowski, City Community Development Bond Coordinator
Kirsten Mellem, City Planner

WETLAND CONSERVATION EASEMENT

Executed Document

WETLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this ____ day of _____, 2017, by and between Bolingbrooke Singh, LLC whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, MI 48322 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Sections 10 and 11 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 site condominium development on the Property, subject to provision of an appropriate easement to permanently protect the wetlands, wetland mitigation areas and wetland buffers 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 and C**, 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 wetlands, wetland mitigation areas and wetland buffers 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 Environmental Quality 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 wetlands, wetland mitigation areas and wetland buffers 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 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 wetland and/or mitigation areas in 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 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.

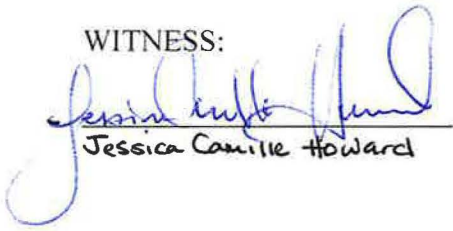
6. Within 90 days after the Conservation Easement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Easement Area and, describing its protected purpose, as indicated herein.

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.


[SIGNATURES ON FOLLOWING PAGE]

WITNESS:


Jessica Camille Howard

GRANTOR:


BOLINGBROOKE SINGH, LLC
a Michigan limited liability company


By: Avtar S. Grewal
Its: Manager

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledges before me this 27 day of NOVEMBER, 2017,
by Avtar S. Grewal, as the Manager of Bolingbrooke Singh, LLC.

LAWRENCE A. KILGORE
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Dec 20, 2022
ACTING IN COUNTY OF OAKLAND


Notary Public LAWRENCE A. KILGORE
Oakland County, Michigan
My Commission Expires: 12-20-22

WITNESS:

GRANTEE:

CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this _____ day of _____,
201_, by _____, on behalf of the City of Novi, a Municipal
Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by:
Elizabeth K. Saarela, Esquire
Johnson, Rosati, Schultz & Joppich, 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, Michigan 48375

EXHIBIT A

BOLINGBROOKE

LEGAL DESCRIPTION
SUBJECT PROPERTY

Combined Tax Id. 22-10-280-004, -005, 008 and parcel A

A part of the Northeast 1/4 of Section 10 and Northwest 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the East 1/4 Corner of said Section 10; thence North 89°01'34" West, 59.99 feet, along the East and West 1/4 line of said Section 10 and the centerline of 12 1/2 Mile Road, to the POINT OF BEGINNING, thence continuing North 89°01'34" West, 1068.47 feet, along the East and West 1/4 line of said Section 10 and the centerline of 12 1/2 Mile Road, (said point being South 89°01'34" East, 1577.90 feet, from the Center of said Section 10); thence North 00°36'29" East, 386.51 feet; thence North 89°01'34" West, 225.40 feet; thence North 00°36'29" East, 323.02 feet; thence South 89°04'50" East, 1346.32 feet, to the East line of said Section 10 and the centerline of Old Novi Road, (said point being Due South, 1922.70 feet, from the Northeast Corner of said Section 10); thence Due South, 325.64 feet, along the East line of said Section 10 to the Westerly line of Novi Road (relocated); thence 67.60 feet along a curve to the left, said curve having a radius of 281.73 feet, a central angle of 13°44'54" and a chord bearing and distance of South 44°59'58" East, 67.44 feet, along the Westerly right-of-way of Old Novi Road (relocated); thence 358.08 feet along a curve to the left, said curve having a radius of 635.00 feet, a central angle of 32°18'36" and a chord bearing and distance of South 17°44'24" West, 353.36 feet, along the Westerly right-of-way of Novi Road (relocated), to the POINT OF BEGINNING. All of the above containing 19.850 Acres. All of the above being subject to easements, restrictions and right-of-ways of record. All of the above being subject to the right of the public in 12 1/2 Mile Road and Old Novi Road.

EXHIBIT B

BOLINGBROOKE

LEGAL DESCRIPTION EASEMENT FOR WETLAND CONSERVATION

An Easement for Wetland Conservation located in a part of the Northeast 1/4 of Section 10, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northeast Corner of said Section 10; thence Due South, 1922.70 feet, along the East line of said Section 10 and the centerline of Old Novi Road; thence North 89°04'50" West, 226.30 feet, for a POINT OF BEGINNING; thence South 02°05'49" West, 8.39 feet; thence South 54°44'17" West, 49.45 feet; thence North 87°36'58" West, 92.42 feet; thence North 37°22'25" West, 44.88 feet; thence South 89°04'50" East, 160.28 feet, to the Point of Beginning. All of the above containing 0.110 Acres.

EXHIBIT C



L=67.60'
R=281.73'
DELTA=13°44'54"
CH.=S44°59'58"E
DIST.=67.44'

L=96.85'
R=635.00'
DELTA=08°44'21"
CH.=S29°31'32"W
DIST.=96.76'

L=261.23'
R=635.00'
DELTA=23°34'16"
CH.=S13°22'14"W
DIST.=259.40'

OLD NOVI ROAD

NOVI ROAD

EAST LINE OF SECTION 10 AND THE CENTERLINE OF OLD NOVI ROAD

DUE SOUTH
325.64'

DUE NORTH
253.38'

EAST 1/4 CORNER SECTION 10 T.1N., R.8E.,

N89°01'34"W
59.99'

P.O.B. SUBJECT PROPERTY

NORTHEAST CORNER SECTION 10 T.1N., R.8E.,

33' STATUTORY R.O.W.

SEE SHEET #2

TAX ID. 22-10-280-009

TAX ID. 22-10-280-002

TAX ID. 22-10-280-012

TAX ID. 22-10-280-016

TAX ID. 22-10-280-015

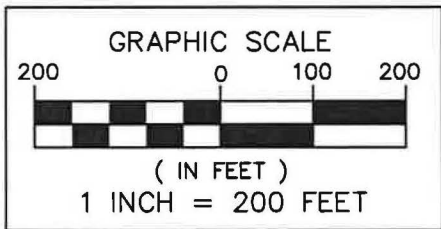
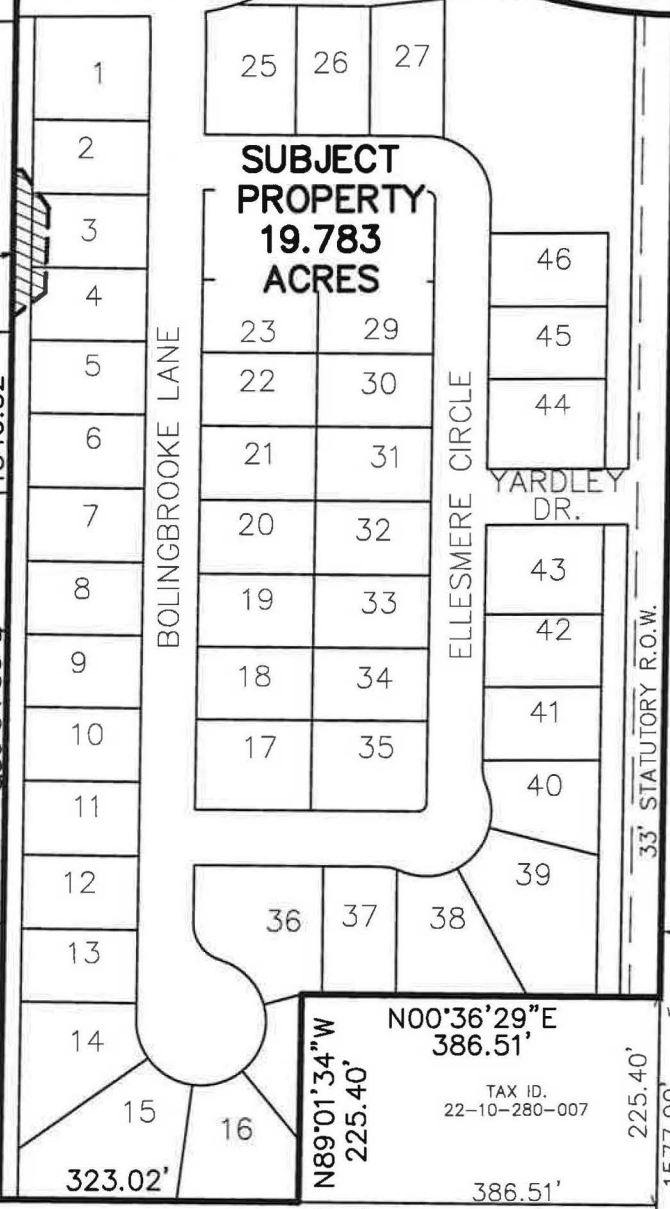
TAX ID. 22-10-280-018

TAX ID. 22-10-280-017

TAX ID. 22-10-251-004

TAX ID. 22-10-280-007

CENTER OF SECTION 10 T.1N., R.8E.,



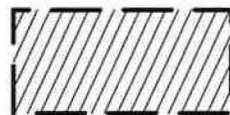
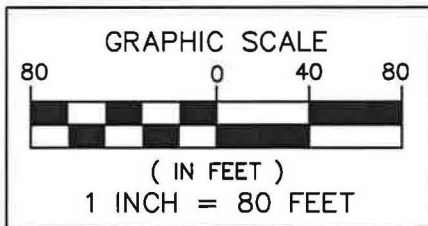
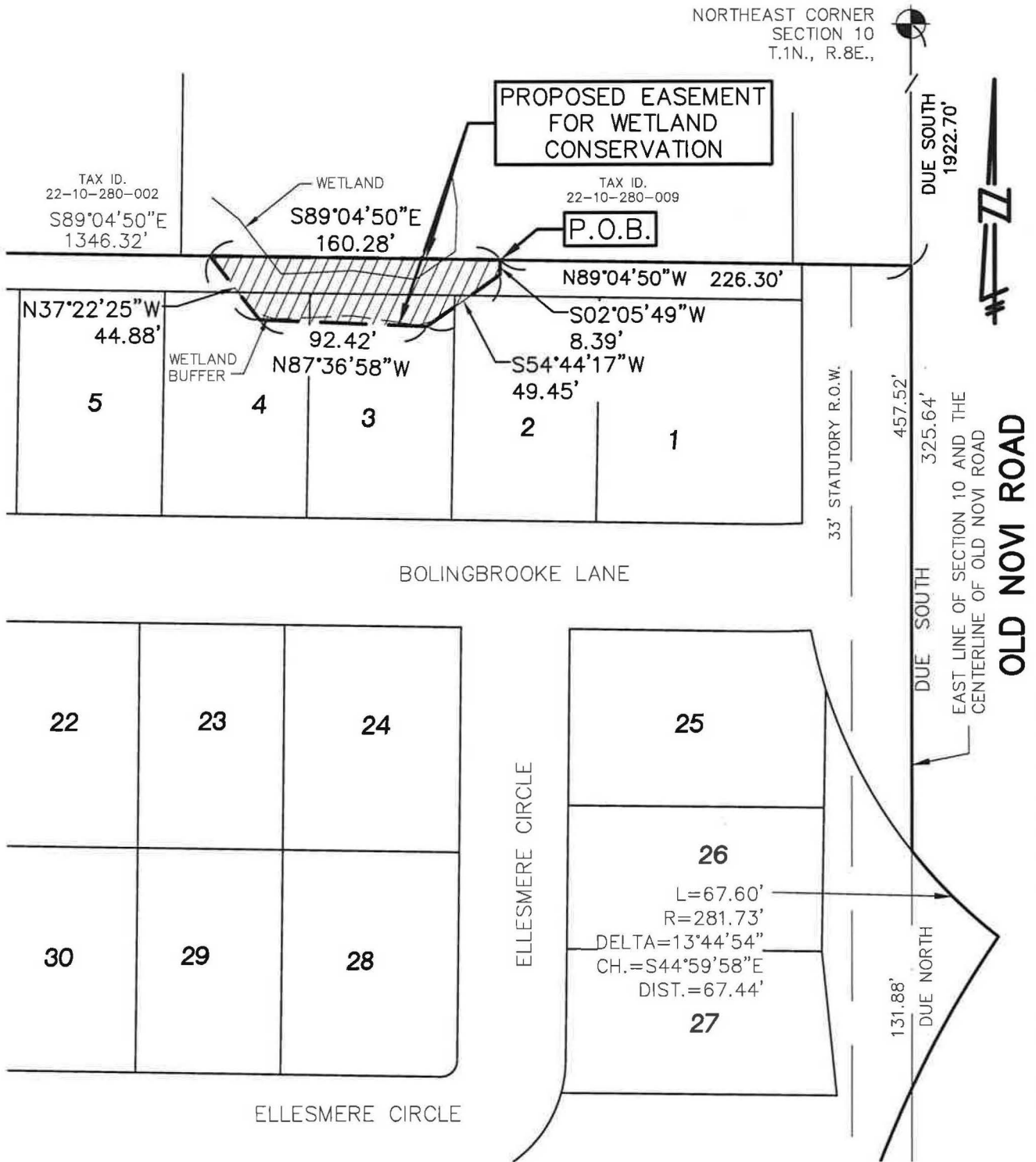
**OVERALL SUBJECT PARCEL EXHIBIT AND SHEET INDEX
EASEMENT FOR WETLAND CONSERVATION**

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

BOLINGBROOKE
SECTION 10, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 200'
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DWG FILE:	01-016ESMT-WET
DRAWN BY:	DFR
CHECK:	PK
SHEET:	1 OF 2

EXHIBIT C



EASEMENT FOR WETLAND CONSERVATION (0.110) ACRES

EASEMENT FOR WETLAND CONSERVATION



SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

BOLINGBROOKE

SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 80'
DATE: 08-12-15
JOB NO.: 01-016
DWG FILE: 01-016ESMT-WET
DRAWN BY: DFR
CHECK: PK
SHEET: 2 OF 2