CITY OF NOVI CITY COUNCIL JULY 28, 2025



SUBJECT:

Acceptance of a Conservation Easement associated with JSP23-33 Sheetz, for property in Section 13, located west of Haggerty, and south of Twelve Mile Road.

SUBMITTING DEPARTMENT: Community Development, Planning

KEY HIGHLIGHTS:

- The Planning Commission approved a Wetland Permit to allow the construction of a Sheetz gas station and convenience store.
- Wetland mitigation is to be constructed on a nearby site to the south.
- The City Council is asked to accept of a conservation easement to protect the wetland mitigation area, as well as the surrounding existing wetland and woodland area.

BACKGROUND INFORMATION:

The applicant, Sheetz, requested approval to develop a gas station and convenience store. The redevelopment of the site results in wetland impacts requiring wetland mitigation. The Planning Commission approved the wetland permit on October 30, 2024.

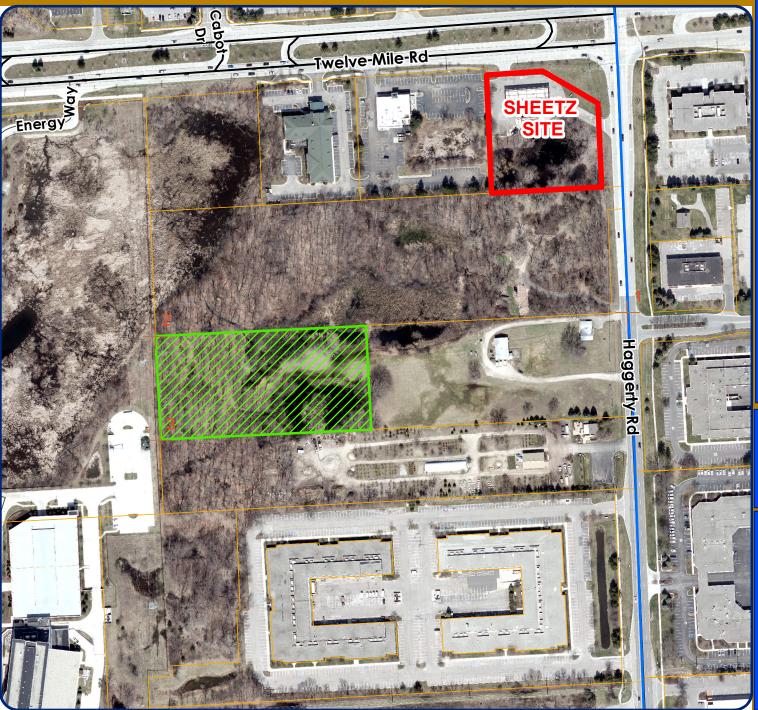
The applicant is offering a Conservation Easement for the purpose of preserving the wetland mitigation being constructed on Parcel 22-13-200-018, as well as the existing wetland and woodland areas surrounding it. The easement states that there shall be no disturbance of the wetlands, woodlands, and/or vegetation within the Easement area unless authorized by permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy. The proposed conservation area, shown in Exhibit B of the easement document, totals about 4.23 acres.

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

RECOMMENDED ACTION: Acceptance of a Conservation Easement associated with JSP23-33 Sheetz, for property in Section 13, located west of Haggerty, and south of Twelve Mile Road.

MAP Location Map with Conservation Easement Areas

SHEETZ - OFF-SITE CONSERVATION EASEMENT LOCATION





LEGEND

Subject Property



Conservation Easement



City of Novi

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

Map Author: Lindsay Bell Date: 7/9/25 Project: SHEETZ Version #: 1

0 62.5 125

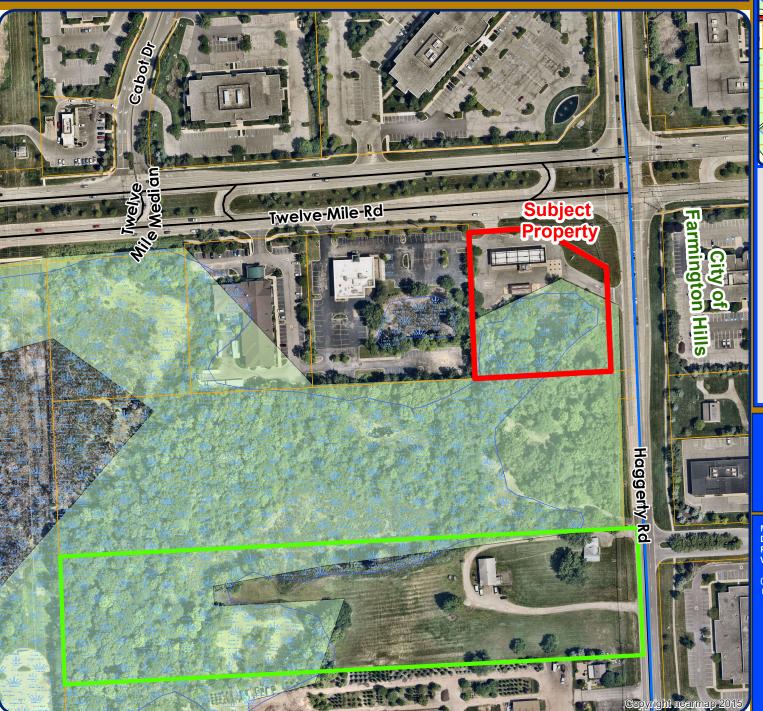


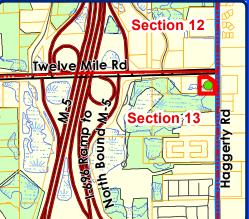
1 inch = 278 feet

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for napy 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.

SHEETZ NATURAL FEATURES





LEGEND



WOODLANDS



Subject Property



Off-Site Wetland Mitigation Parcel



City of Novi

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

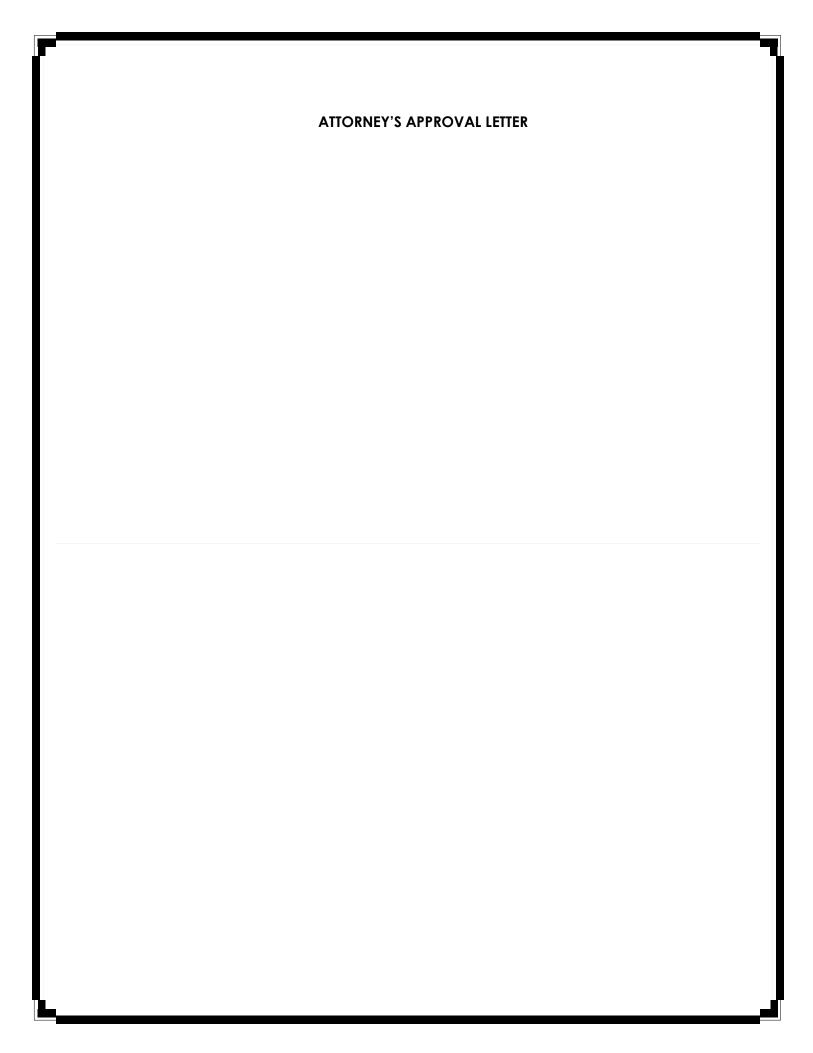
Map Author: Lindsay Bell Date: 6/27/24 Project: SHEETZ Version #: 1



1 inch = 225 feet

MAP INTERPRETATION NOTICE

map information depicted is not intended to replace or substitute or 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.



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



June 26, 2025

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

RE: Sheetz JSP23-33

Off-Site Wetland Conservation Easement

Dear Ms. McBeth:

We have received and reviewed the original executed off-site Conservation Easement for wetland mitigation plan for the Sheetz Development. The Conservation Easement appears to be in order. All comments have been addressed. The Conservation Easement may be placed on an upcoming City Council Agenda for approval. Once approved, the Conservation Easement should be recorded with the Oakland County Register of Deeds in the usual manner.

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

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

Very truly yours,

ROSATI SCHULTZ JOPPICH & AMPSBUECHLER PC

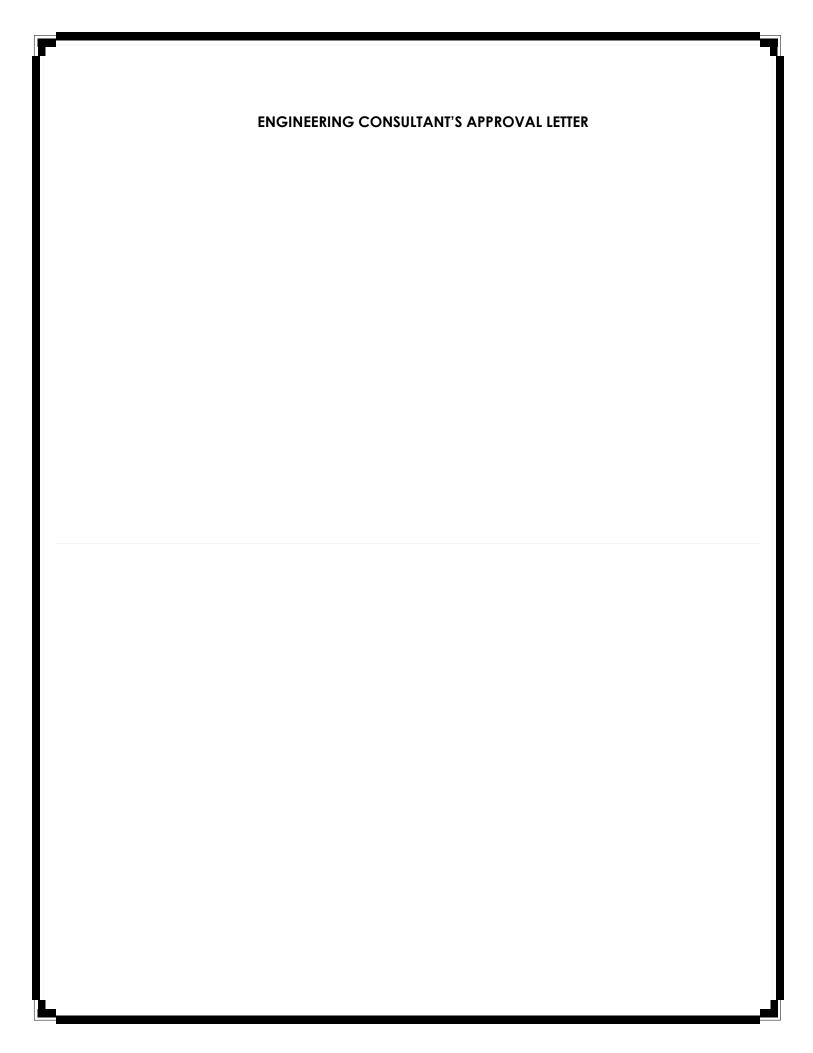
Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Dan Commer, Planner
Diana Shanahan, Planner

Barb McBeth, City Planner City of Novi June 26, 2025 Page 2

Sarah Marchioni, Community Development Building Project Coordinator Angie Sosnowski, Community Development Bond Coordinator Stacey Choi, Planning Assistant
Ben Croy, City Engineer
Humna Anjum, Project Engineer
Milad Alesmail, Project Engineer
Kate Purpura, Project Engineer
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Alyssa Craigie, Administrative Assistant
Sheetz Representative, dbruckel@sheetz.com
Thomas R. Schultz, Esquire



Engineering & Surveying Excellence since 1954

June 20, 2025

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

Re: Sheetz - Planning Document Review #3

Novi # JSP23-0033 SDA Job No. NV25-206

APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on June 18, 2025 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. Off-Site Conservation Easement – (executed 05-30-2025) Exhibits 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

Holly Demers Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker

Ben Croy, City of Novi

Cortney Hanson, City of Novi Diana Shanahan, City of Novi Sarah Marchioni, City of Novi Humna Anjum, City of Novi

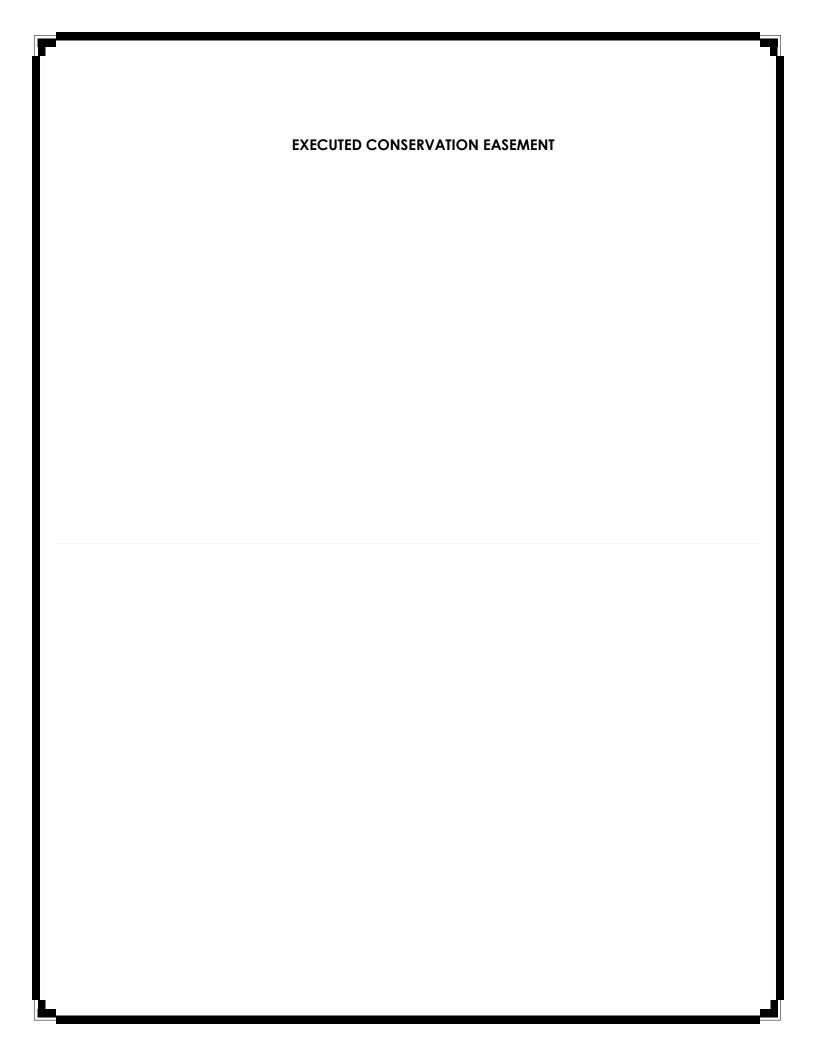
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler

Angie Sosnowski, City of Novi Melissa Morris, City of Novi Rebecca Runkel, City of Novi Alyssa Craigie, City of Novi Barb McBeth, City of Novi Lindsay Bell, City of Novi



Engineering & Surveying Excellence since 1954

Ben Nelson, City of Novi Milad Alesmail, City of Novi Stacey Choi, City of Novi Dan Commer, City of Novi David Bruckelmeyer, Applicant



CONSERVATION EASEMENT

THIS CON	ISERVATIO!	N EASEMEN	T made this	day of	,	2025, by an
between HEFCO I	HAGGERTY	LLC, a Michi	igan limited	liability compa	my, whose ad	ldress is 156
Henrietta St., Birn						
MILE, LLC, an O						
43230, and its succ						
45175 Ten Mile	Road, Novi,	Michigan 48	375, and its	s successors of	assigns ("C	ity" or "Cit
Grantee").						

RECITATIONS

- A. Grantor owns a certain parcel of land situated in the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof ("Grantor Property").
- B. Haggerty 12 Grantee owns a certain parcel of land situated in the City of Novi, Oakland County, Michigan, described in Exhibit B, attached hereto and made a part hereof ("Haggerty 12 Grantee Property").
- C. Grantor has received preliminary site plan approval from the City for the construction of a commercial building and related site improvements on a portion of the Grantor Property ("Grantor Preliminary Site Plan" is attached as Exhibit C for the "Grantor Project").
- D. Haggerty 12 Grantee has received final site plan approval from the City for the construction of a restaurant and fuel station on the Haggerty 12 Grantee Property ("Haggerty 12 Grantee Final Site Plan" is attached as Exhibit D for the "Haggerty 12 Grantee Project"), subject to it receiving a conservation easement on a portion of the Grantor Property from Grantor to mitigate and replace disturbed wetlands on the Haggerty 12 Grantee Property ("Conservation Easement"). Grantor desires to grant the Conservation Easement and Haggerty 12 Grantee and the City Grantee desire to accept the Conservation Easement in order to mitigate and replace those disturbed wetlands arising from the Haggerty 12 Grantee Project and to protect and maintain the easement area as described below.
- E. The Conservation Easement area situated on a portion of the Grantor Property is more particularly described and depicted on Exhibit E ("Easement Area").
- NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be appurtenant to and run with the land and shall be binding upon the Grantor, Haggerty 12 Grantee and City Grantee, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the Grantor, Haggerty 12 Grantee, and City Grantee, 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:

- The purpose of this Conservation Easement is to provide an area for Haggerty 12 1. Grantee to replace disturbed wetlands pursuant to a wetland mitigation plan (attached as Exhibit F and hereafter referred to as "Wetland Mitigation Plan") and to protect and maintain those wetlands in the Easement Area as required by the City after Haggerty 12 Grantee completes its Wetland Mitigation Plan. The Wetland Mitigation Plan to be completed by Haggerty 12 Grantee on Grantor's Property in the Easement Area shall be completed as required by the City after recording of this Conservation Easement. To coordinate its Wetland Mitigation Plan with the Grantor Project, Haggerty 12 Grantee shall remove phragmites from the Easement Area and contiguous wetland on Grantor's Property, and perform additional grading work to construct the embankment depicted as the "Embankment Consistent with Proposed Mitigation Grading Work" on Sheet 7 of Exhibit C, attached hereto, and described within the Wetland Mitigation Grading Coordination Note on Sheet 7 of Exhibit C, attached hereto, for the Grantor Project using suitable compacted fill material, including the necessary removal of any tree(s) that Grantor has already received approval from the City to be removed (collectively, the "Sheetz Embankment Work"). However, Grantor shall be responsible for any tree replacements required by the removal of such tree(s) to construct the embankment. Once the Wetland Mitigation Plan, and the additional coordination work set forth in this paragraph, has been completed by Haggerty 12 Grantee, the newly created wetlands in the Easement Area shall be perpetually preserved and maintained as wetlands, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy and the appropriate federal agency. Grantor hereby grants to Haggerty 12 Grantee a temporary easement over the Grantor Property to complete the Sheetz Embankment Work. Haggerty 12 Grantee shall provide reasonable advance written notice to Grantor at howard@hefcoproperties.com prior to commencing the Sheetz Embankment Work. Grantor shall select an independent third-party engineer to certify that the Sheetz Embankment Work has been completed in accordance with this agreement, which such review and certification shall be completed within 10 days after receipt of notice from Haggerty 12 Grantee that the Sheetz Embankment Work has been completed. Subject to Section 11, Grantor agrees that after the date the Sheetz Embankment Work is certified by the third party (which such certification shall be deemed given upon Grantor's use of the Grantor Property with the Sheetz Embankment Work constructed), Haggerty 12 Grantee shall have and provide no liability, obligations, warranties, maintenance responsibility, or other duties of any kind whatsoever arising from or related to the Sheetz Embankment Work.
- 2. Haggerty 12 Grantee shall be solely responsible for maintaining and preserving the Easement Area, and shall have the right of access to maintain and preserve the Easement Area as required by the City Grantee, provided such access and maintenance does not unreasonably interfere with the Grantor Project or Grantor's use of the Grantor Property. Grantor shall have no obligation or responsibility to maintain or preserve the Easement Area unless such maintenance and preservation is caused by Grantor's violation of Sections 5 or 6 below.
- 3. The existence of the Conservation Easement will not be used as an adverse factor by the City in considering Grantor's final site plan approval for the Grantor Project or other development of the Grantor Property. Grantor shall not be permitted to develop the Grantor Property within the Easement Area, however, Grantor and Haggerty 12 Grantee shall be permitted to alter the grade within the 25 foot wetland buffer (as defined by City Ordinance) adjacent to the Easement Area as depicted

on the approved preliminary site plan attached as Exhibit C, including but not limited to, the detention basin embankment work referenced in Section 1.

- 4. Subject to Grantor's compliance with any applicable federal and state regulatory requirements for stormwater discharge, the discharge of storm water into the Easement Area from Grantor's Property, whether developed or undeveloped, shall be permitted. Grantor shall also have access to the Easement Area for purposes of constructing its storm water discharge system to be located outside of the Easement Area, and for maintenance and repair of its discharge of storm water and/or storm water discharge system as necessary.
- 5. Except for the activities which have been expressly authorized herein or by permit, there shall be no disturbance of the wetlands, woodlands, 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.
- 6. No grass or other vegetation shall be planted in the Easement Area after the completion of the Wetland Mitigation Plan, with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.
- 7. The Haggerty 12 Grantee Wetland Mitigation Plan includes the removal of a number of tagged trees in the Easement Area. In the event the City requires tree replacement as a result of the tree removals necessitated by the implementation of the Wetland Mitigation Plan, Haggerty 12 Grantee shall be solely responsible for said tree replacements, including all costs and expenses associated therewith, and should said tree replacements be in the Easement Area on Grantor's Property, the location of same shall be subject to the approval of Grantor and the City. Grantor shall be responsible for any tree replacements necessitated by the development of the Grantor Property outside of the Easement Area.
- 8. This Conservation Easement does not grant or convey to Haggerty 12 Grantee or the City 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, Haggerty 12 Grantee or the City Grantee and their authorized employees and agents (collectively, "Grantee Representatives") may enter upon and inspect the Easement Area to determine whether the Easement Area is being maintained in compliance with the terms of this Conservation Easement.
- 9. In the event that the Haggerty 12 Grantee shall at any time fail to carry out the responsibilities specified within this Conservation Easement, and/or in the event of a failure to preserve and/or maintain the Easement Area in reasonable order and condition, the City may serve written notice upon the Haggerty 12 Grantee, with a copy to Grantor, setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured by Haggerty 12 Grantee 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 Haggerty 12 Grantee 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 Easement Area, or cause its agents or contractors to enter upon the Easement Area and perform such maintenance and/or preservation as reasonably found by the City to be appropriate provided Grantor is given notice and such activities do not unreasonably interfere with Grantor's use of Grantor's Property. 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 Haggerty 12 Grantee, and such amount shall constitute a lien on the Haggerty 12 Grantee Property. Grantor shall have no responsibility for such costs and expenses, and no lien shall attach to the Grantor Property in connection with any default by Haggerty 12 Grantee. The City may require the payment of such monies from Haggerty 12 Grantee prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Haggerty 12 Grantee, all unpaid amounts may be placed on the delinquent tax roll of the City, as to the Haggerty 12 Grantee Property only, 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 Haggerty 12 Grantee, and, in such event, the non-prevailing party shall pay all court costs and reasonable attorney fees incurred by the prevailing party in connection with such suit.

- 10. Within 90 days after the Conservation Easement shall have been recorded, Haggerty 12 Grantee at its sole expense, shall place such signs, defining the boundaries of the Easement Area and, describing its protected purpose, as indicated herein. The location of the signs shall be approved by the City and Grantor.
- In connection with any of its activities under this Conservation Easement that damages 11. or disturbs Grantor's Property outside of the Easement Area, Haggerty 12 Grantee shall promptly restore Grantor's Property to its condition existing immediately prior to said activities. Haggerty 12 Grantee hereby agrees to, indemnify, defend and hold Grantor and Grantor's Property free and harmless from and against any cost, expense, charge, lien, action or judgment, as well as any claim of a right to any such cost, expense, charge, lien, action or judgment arising directly or indirectly from any act or omission of Haggerty 12 Grantee or any of its employees, agents, contractors or independent contractors or for any services, labor, supplies or materials provided or performed by or on behalf of Haggerty 12 Grantee or any of its employees, agents, contractors or independent contractors, and from and against any personal injury and property damage caused by the act or neglect of Haggerty 12 Grantee or any of its employees, agents, contractors or independent contractors. This indemnification shall survive any termination of its other obligations under this Conservation Easement in perpetuity. Haggerty 12 Grantee, or such person or entity actually doing any work contemplated hereunder shall secure and maintain, at Haggerty 12 Grantee's or such other person or entity's sole cost and expense, the following policies of insurance: (i) comprehensive public liability and property damage insurance, naming Grantor, HEFCO Properties LLC, HEFCO Management Inc, and Howard Friedlaender as additional insureds, with limits of \$5,000,000 for bodily injury to, or death of, any one person, \$5,000,000 for bodily injury to, or death of, more than one person on an occurrence basis, property damage insurance with limits of \$2,000,000 for each accident, and \$2,000,000 policy limit for aggregate operations on an occurrence basis, and (ii) workers' compensation and employer's liability insurance in accordance with the provisions of Michigan law. Haggerty 12 Grantee shall cause the insurance company that issues said insurance to waive any rights of subrogation with respect to such insurance and shall cause the insurance company to issue an endorsement to evidence compliance with

such waiver of subrogation. Prior to entering Grantor's Property hereunder, Haggerty 12 Grantee shall deliver to Grantor certificates of insurance evidencing such coverage, and further evidencing that such coverage may only be terminated or modified upon 30 days' prior written notice to Grantor.

- 12. This Conservation Easement has been made and given to City Grantee 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 MCL 207.526(a) and (ii) exempt from the County Transfer Tax, pursuant to MCL 207.505(a).
- 13. 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 THE FOLLOWING PAGES

	HEFCO HAGGERTY LLC, A Michigan Limited Liability Com
	By: Howard Friedlaender Its: Authorized Agent
STATE OF MICHIGAN COUNTY OF OAKLAND	
Acknowledged before me by Howard Friedla Michigan Limited Liability Company this	nender, Authorized Agent of HEFCO HAGGERTY LLC, a
histo Voialla	
Notary Public Signature	JUSTIN PEOPLES
) · O ·	Notary Public, State of Michigan
Justin Kemles	County of Oakland
Notary name	Adv. Commission Expires 07-05-3027
	Acting in the County of Calciant
Notary public, State of Michigan, COUNTY	OF
Acting in the County of OAKLAND.	
My Commission Expires: July 5th, 2	20 27
	 -
	GRANTEE:
a e te algress de	CITY OF NOVI
	A Municipal Corporation
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A 8 %	By:
	Its:
CTATE OF MICHICAN	115;
STATE OF MICHIGAN	
COUNTY OF OAKLAND	
Acknowledged before me by	of CITY OF NOVI, a
Municipal Coroporation this of	, 2025.
oror _	, 2023.
Notary Public Signature	
Notary name	
Notons mullio State of Michigan COI DITTE	COE
Notary public, State of Michigan, COUNTY	Ur
Acting in the County of OAKLAND	20
My Commission Expires:, 2	0

GRANTOR:

GRANTEE:

Haggerty 12 Mile, LLC,

An Ohio Limited Liability Company

	By: andrew Jantzki Its: General Counsel
COUNTY OF Franklin	
Acknowledged before me by <u>Ondrew Janitaki</u> an Ohio Limited Liability Company this <u>307h</u> Colley Wellingla Notary Public Signature	of May, 2025.
Notary public, State of Ohio, COUNTY OF Franklin Acting in the County of My Commission Expires: 8/19, 2021	COLLEEN MARCHIONDA Notary Public, State of Ohio Commission #: 2022-RE-852769 My Commission Expires 08-16-2027

Drafted By: Joseph M. Rogowski (P51316) Friedlaender Nykanen & Rogowski, PLC 1700 W. Big Beaver Rd., Ste. 220 Troy, MI 48306

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

EXHIBIT A

EXHIBIT A - GRANTOR PROPERTY

PROPERTY DESCRIPTION PER SURVEY BY BOSS ENGINEERING, JOB NO. 2-98017, DATED 7-8-98, LAST REVISED 10-26-98:

Part of the Northeast 1/4 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 13; thence along the East line of said Section 13 and the centerline of Haggerty Road (33 foot wide 1/2 Right of Way), Due South, 826.44 feet to the POINT OF BEGINNING of the Parcel to be described; thence continuing along the East line of said Section 13 and the centerline of Haggerty Road (33 foot wide 1/2 Right of Way), Due South, 300.30 feet (previously recorded as 301.18 feet); thence S 89°50'03" W (previously recorded as S 89°52'00" W), 1369.98 feet; thence N 00°02'10" W, 300.30 feet (previously recorded as 301.18 feet); thence N 89°50'03" E (previously recorded as N 89°52'00" E), 1370.17 feet, to the POINT OF BEGINNING, containing 9.47 acres, more or less, and subject to the rights of the public over the existing Haggerty Road. Also subject to any other easements or restrictions of record.

Bearings are based on Michigan State Plane Coordinate System, South Zone.

G:\22-455\SURVEY\DOCS\22-455-3C DESC -200-018.docx February 13, 2025

Job Number: 22-455-3C Sheet: 1 of 1





EXHIBIT B

EXHIBIT B -HAGGERTY 12 GRANTEE PROPERTY

PROPERTY DESCRIPTION PER OAKLAND COUNTY TAX ROLL (#22-13-200-016): T1N, R8E, SEC 13 PART OF NE 1/4 BEG AT NE SEC COR, TH S 02-24-06 E 458.35 FT, TH S 86-56-35 W 379.12 FT, TH N 02-24-06 W 458.35 FT, TH N 86-56-35 E 379.12 FT TO BEG EXC THOSE PARTS TAKEN FOR RD DESC AS BEG AT NE SEC COR, TH S 02-24-06 E 458.35 FT, TH S 86-56-35 W 60 FT, TH N 02-24-06 W 243.87 FT, TH N 59-50-38 W 184.80 FT, TH S 86-05-17 W 163.40 FT, TH N 02-24-06 W 115.69 FT, TH N 86-56-35 E 379.12 FT TO BEG 2.34 A 12-16-91 CORR 6-17-93 CORR

G:\22-455\SURVEY\DOCS\22-455-3A DESC -200-016.docx February 13, 2025

Job Number: 22-455-3A

Sheet: 1 of 1



3121 E. GRAND RIVER HOWELL, MICHIGAN 517-546-4836 www.bosseng.com



EXHIBIT C

EXHIBIT C - GRANTOR PRELIMINARY SITE **PLAN**

PRELIMINARY SITE PLAN

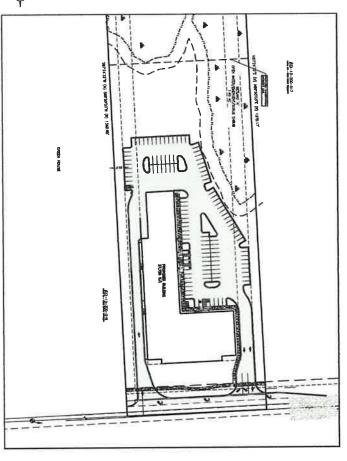
PROPERTY DESCRIPTION PER SURVEY BY BOSS ENGINEERING, JOB NO. 2-88017, DATED 7-8-88, LAST REVISED 10-28-88

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EASEMENTS ON RESTRICTIONS OF RECORD NOT DEPICTED ON THIS DRIMING MAY DOST. TREE PAYENTORY WAS COMPLETED BY BOSS ENGINEERING ON SUPPLIBER 20, 2023 WILLIAMS WITH FLOODS BY BASE DISACTIONS ON SEPTEMBER 7, 2023. THEY WITH FIELD LOCATED BY SOUS DISACTIONS ON SEPTEMBER 18, 18 & 21, 2023.

THE REPORTED HE DIVIDE OF THE SEART WE BEEN, IT IS NOT REPORTED FOR THE DIVIDE OF THE RESPECTING UNITY TO ACCURATELY LOCATE SUCH UNITIES. EXAMPLE AND BASED ON MEDICAN STRIK PARK COORDINATE STRIKE SOUTH COME MECODO MEASURE AND THAN A PRICADO STRIKE BY SOUTH PROPERTIES OF NO. 2-48017, ONTO 7-1-88, LAST MEASURE ID-27-88

HEFCO HAGGERTY LLC CITY OF NOVI, OAKLAND COUNTY, MI PART OF NE QUARTER, SECTION 13





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THE CONTRACTION SHALL HOLD HANALESS THE DESCAN PROPESSIONAL, MINICIPALITY, COUNT STOTE AND ALL OF ITS SHE CONSILIANTS, PUBLIC AND PROVIET UTILITY COMPANIES, AND LANDOWINGS FOR DAMAGES TO INACHOUSE AND PROPERTY, REV., OR ORIENTES, DUE TO THE OPERATIONS OF THE CONTRACTOR AND/OR THEM SUBCOMPRACTORS.

INDEMNIFICATION STATEMENT

CONTROLLERG APPROVAL
CONTROLLERGY
FIGURE
FIG

PERMITS & APPROVALS

OVERALL SITE MAP

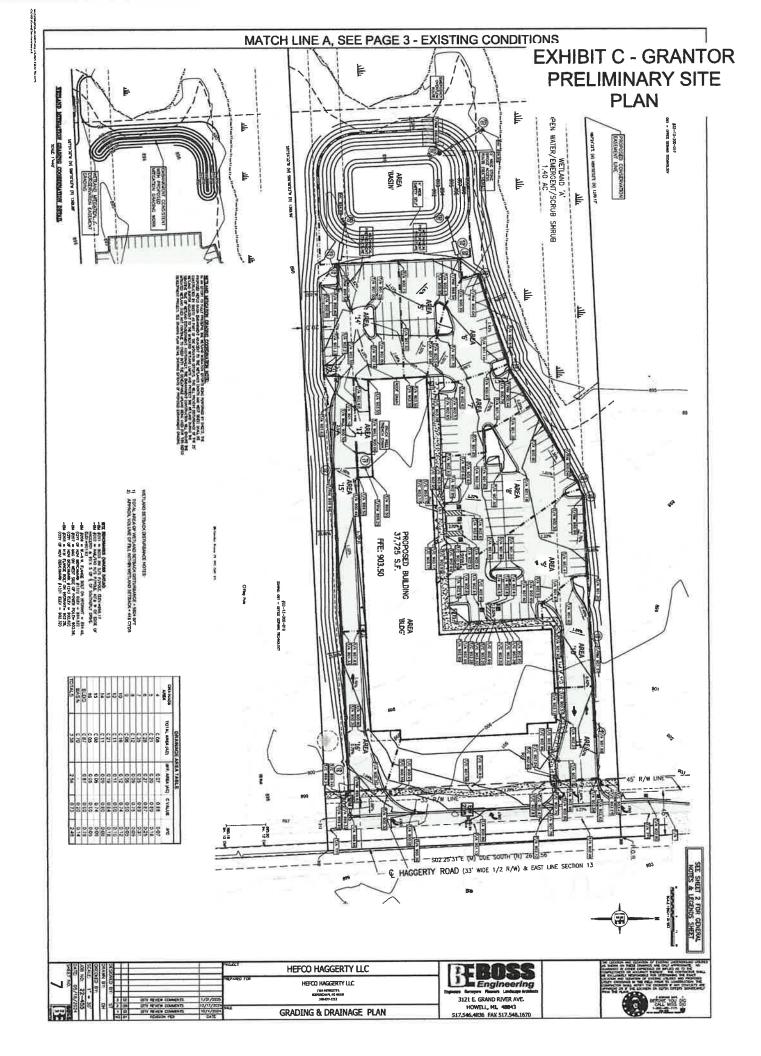
PREPARED FOR:

PREPARED BY:

HEFCO HAGGERTY LLC
1564 HENQIETTA
BIRMINGHAM, MI 48009
CONTACT: HOWARD FRIEDLAENDER
PHONE: 248,977,7212
EMAIL: HOWARD@HEFCOPROPERTIES.COM CONTACT: SCOTT TOUSIGNANT



CITY OF NOVI PROJECT # JSP24-0022



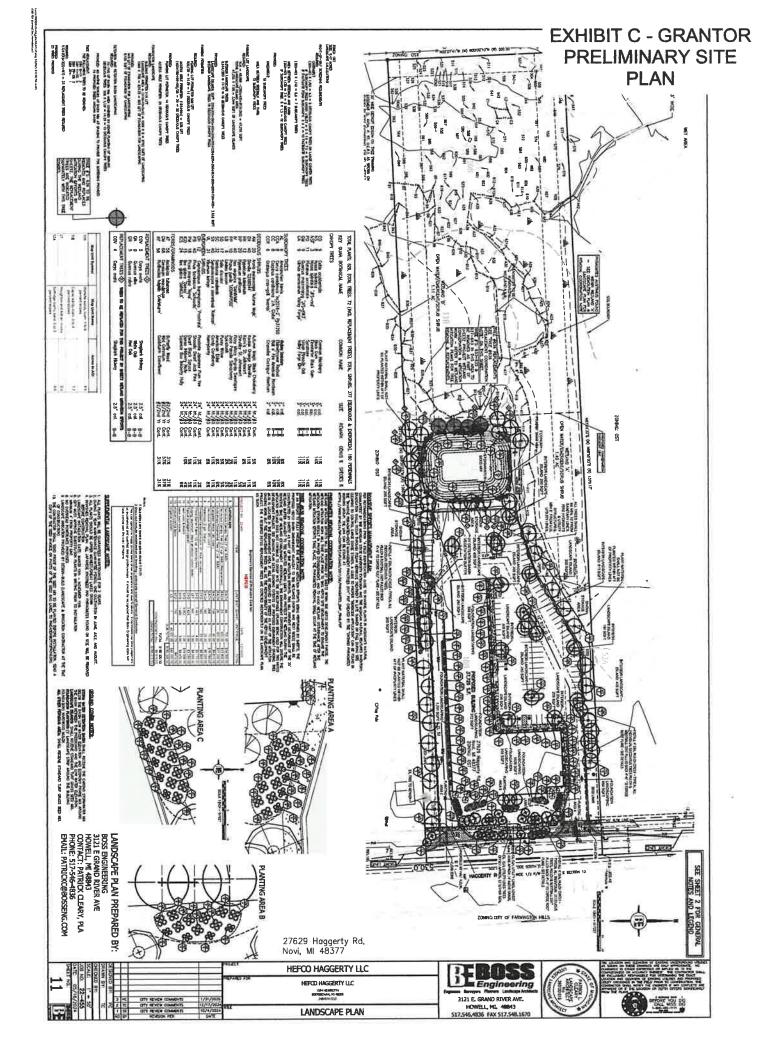


EXHIBIT D

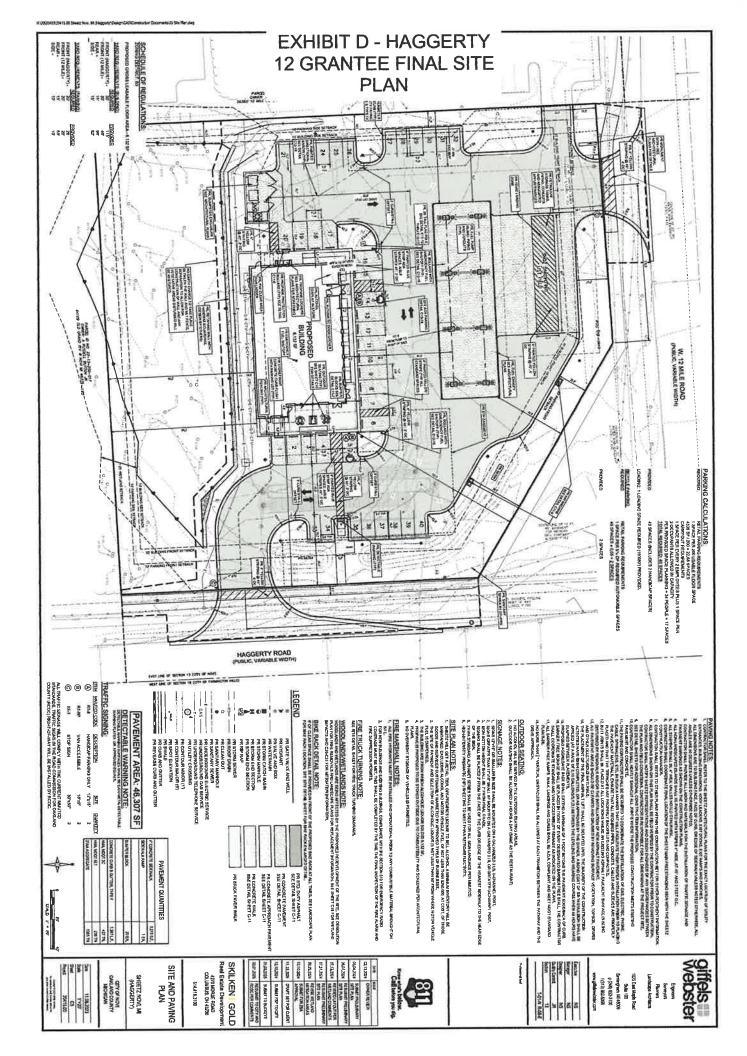
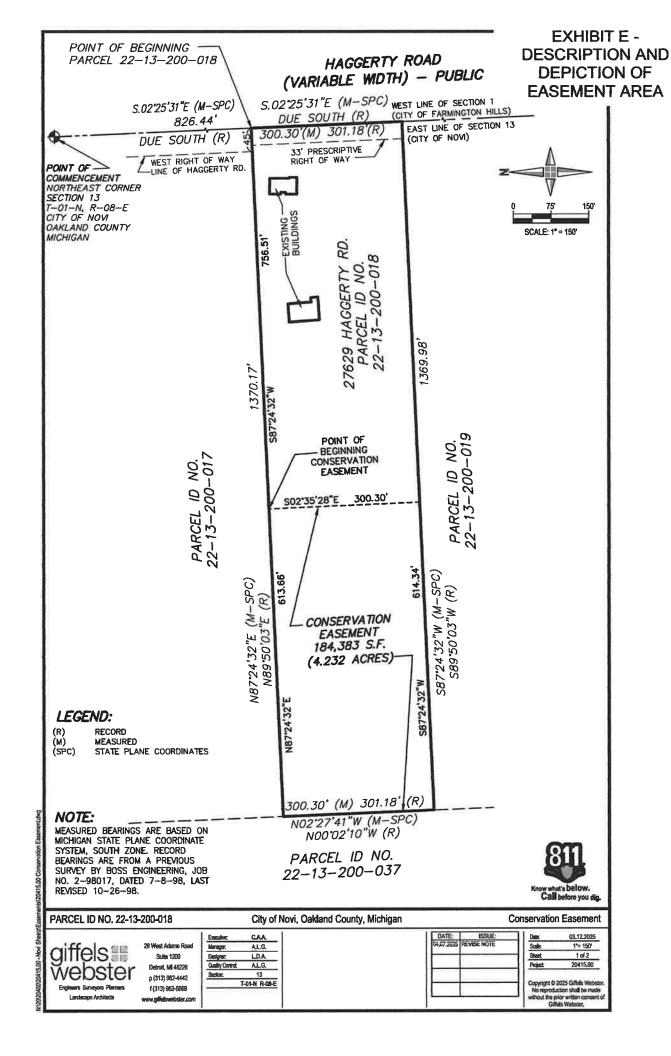


EXHIBIT E



PROPERTY DESCRIPTION

EXHIBIT E - DESCRIPTION AND DEPICTION OF EASEMENT AREA

(PER SURVEY BY BOSS ENGINEERING, JOB NO. 2-98017, DATED 7-8-98, LAST REVISED 10-26-98)

PART OF THE NORTHEAST 1/4 OF SECTION 13, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE ALONG THE EAST LINE OF SAID SECTION 13 AND THE CENTERLINE OF HAGGERTY ROAD (33 FOOT WIDE 1/2 RIGHT OF WAY), DUE SOUTH, 826.44 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG THE EAST LINE OF SAID SECTION 13 AND THE CENTERLINE OF HAGGERTY ROAD (33 FOOT WIDE 1/2 RIGHT OF WAY), DUE SOUTH, 300.30 FEET (PREVIOUSLY RECORDED AS 301.18 FEET); THENCE S 89'50'03" W (PREVIOUSLY RECORDED AS S 89'52'00" W), 1369.98 FEET; THENCE N 00'02'10" W, 300.30 FEET (PREVIOUSLY RECORDED AS 301.18 FEET); THENCE N 89'50'03" E (PREVIOUSLY RECORDED AS N 89'52'00" E), 1370.17 FEET, TO THE POINT OF BEGINNING, CONTAINING 9.47 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING HAGGERTY ROAD. ALSO SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD.

TAX PARCEL ID NO. 22-13-200-018

CONSERVATION EASEMENT DESCRIPTION

PART OF THE NORTHEAST 1/4 OF SECTION 13, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE ALONG THE EAST LINE OF SAID SECTION 13 AND THE CENTERLINE OF HAGGERTY ROAD (VARIABLE WIDTH), SOUTH 02 DEGREES 25 MINUTES 31 SECONDS EAST, 826.44 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 32 SECONDS WEST, 756.51 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 35 MINUTES 28 SECONDS EAST, 300.30 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 32 SECOND WEST, 614.34 FEET; THENCE NORTH 02 DEGREES 27 MINUTES 41 SECONDS WEST, 300.30 FEET; THENCE NORTH 87 DEGREES 24 MINUTES 32 SECOND EAST, 613.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.232 ACRES.

PART OF PARCEL TAX ID NO. 22-13-200-018



PARCEL ID NO. 22-13-200-018

City of Novi, Oakland County, Michigan

Conservation Easement

giffels ## webster

28 West Adams Road Suite 1200 Detroit, M5 48226 p (313) 962-4442 f (313) 952-6068

East Colleve:	CAA
Nanager:	ALG,
Designer:	LDA
Quality Control:	ALG
Section:	19
0	T-01-N R-08-E

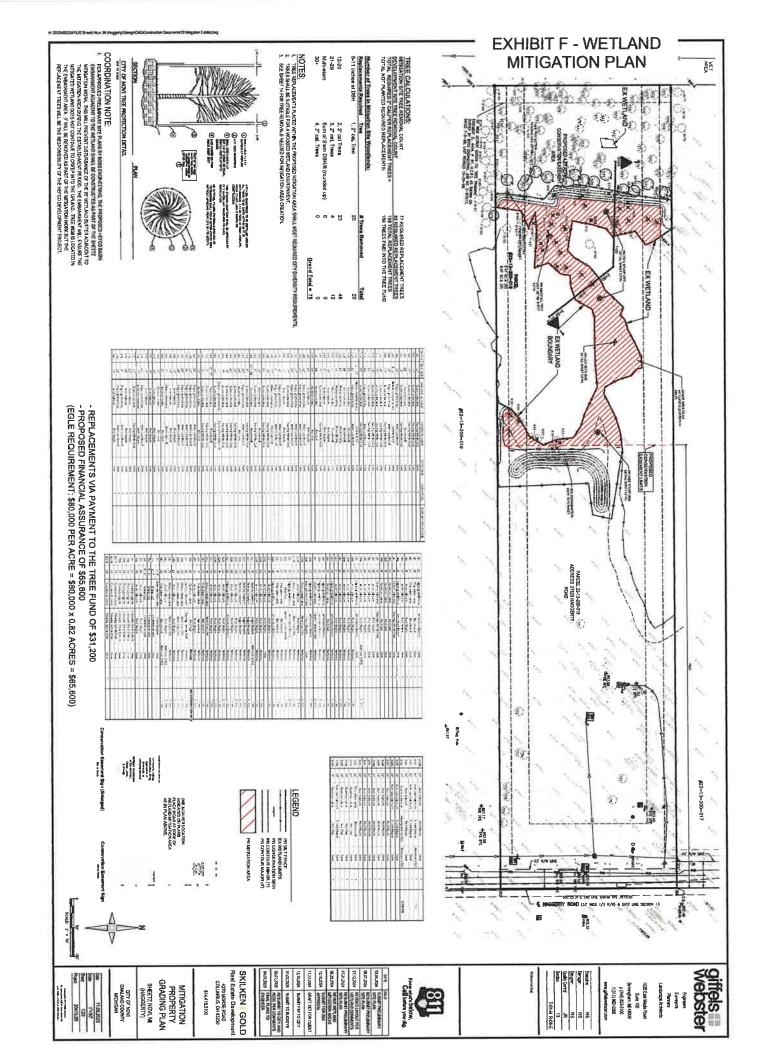
DATE: 04.07.2025	REVISE NOTE

Linker	20413.00
	2024 Giffels Webster, ction shall be made
	for written consent of

03.12.2025

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EXHIBIT F



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2+00

2+50

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SECTION 1-1

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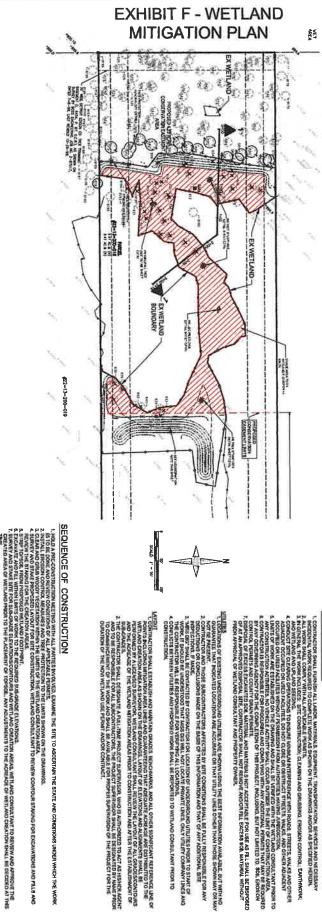
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ROPOSED GRIDUNO

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EX. WETLAND LIMITS

EX WELLYND THALE



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SOL WIN COMPOST PRICK TO PLACEMENT. SPREAD STOCKPLED TOPSOL. PRINSHED GRADES IN WETLAND CREATION AREAS ARE BUBLECT TO WRITTEN APPROVAL FROM THE WETLAND PRODUCT TO DEFATE IMPECULAR PRISH CHADE.

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TTALETON TO PRIONEE ASSIAL DEALWARDS TO THE WITLAND COMBLETANT ANDOR DOWNER, AND THE ASSIAL DEALWARDS. TOWIT WITLAND COMMILTANT TO BENIEW THE HEMY YERKINDE SHE APPROVIDE BY WITLAND AND ORIGINAL COPY OF THE ASSIAL TOROWINE SHEE CLEANUP. MONETHER PROTECTION AND DOME REGIONAL CONTROL MEMOLETS IF APPROVIDE BY WITLAND AND CHINAL THAT AND PROVIDE SHEE CLEANUP.

GRADING SPECIFICATIONS

CEPTION OF SHALL COMPLY WITH THE HOW METLAND USE PENHT AND OTHER HEAVED PREMITE.

1. DECONTRACTOR OR RESPONSIBLE FOR SUPPLYMENTAL MORE REQUIRED. TRANSPORTATION, ALL SERVICES INCIDENTAL TO CLEARING.

2. THE CONTRACTOR OR RESPONSIBLE FOR SUPPLYMENTAL OF METHALS, LARGE REQUIRED.

1. RECORDS CONTRACTOR OR REPLACED TO THE METHALS AND THE FLAVA HAD THE GETAL PROVIDED. ANY NAMAGE TO THE CUSTIFIED WITHOUT THE CONTRACTOR OF THE CON

AUDITIONS IN CREATED WITHAGO SHALL BE EGIFT TO TWELVE HICKEST CAMES THAN PRODUCED PROBLEM CREATED WITHAGO SOT ELEVATIONS TO AUDITION THE PROBLEM OF TOPICAL DESIGN ASSESSMENT OF THE PROBLEM O

RIAL UNBUTTABLE FOR RILLING OR GRADING OPERATIONS (INCLUDING ALL METLAND EXCANATION MATERIAL) SHALL BE OR AT A MERIADIA SEPTIA OR SPACE FOR THE WALLEST OF THE STATE OF THE ST

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1025 East Magle Road Subs 100 Birming/smr. Hd 40003 p (243) 652-5008 I (313) 652-5008

Enginen Sanayon Planen Lundsops Ardileds

giffels

SENERAL NOTES

CATY OF NOVI

MITIGATION NOTES

(HAGGERTY)

ON CRIPTING

4270 HORSE ROAD COLUMBUS, OH 43220

Real Estate Developn SKILKEN GOLD

MATANA LANG LO CALVAN CONTRACTOR SECURITY OF CALVAND COLUMN SANGER SECURIT

12,10,2004 SECURE SUBMIT FSP TO CITY

DWITE FOR CASE

MACADA SIMPLEMENTO DEL PARTE DE LA CONTROL D

EXHIBIT F - WETLAND MITIGATION PLAN

on that combine the weighted area. Acceptable attemps should be a internum or sook had combined) and 12 inches in densitie.

which the weighted area. Acceptable logs shall be a minimum of 10 feet long. The Territory assession and based on 26°F (-22°C) as the registers in Number or bearing surface assession and in placed above our and expension of the register of the Control of the one of control of the list of the local of above the normal senter face in the control of the list of the local of above the normal senter face for the control of the list of the control of above the normal senter faced. coopiatie stumps shad be a minutum of

is in Calminate.

In the Calminate of Calminate of the Ca

COST ESTIMATE:
ELES APPROVIDED COST INFECTION LIDES CLEARING, GRADING SOIL PLUCIMENT, STANLENTION AND
FLAMING SALVANCES - BELAND
LANDING LANDING STANLES SELVEN
LANDING LANDING STANLES SELVEN
LANDING LANDING STANLES SELVENS - 125,000

TOTAL EBTIMATED COST: \$90,600

over of native wetland apades in the herbaceous layer at the end of the monitoring

species shall be determined by a sum of all species identified

es of 19.7 increes (10 cm) below the soil aurieure are see of petermination, this period can be

rick, be indjactor wetted supports a minmant of-histed, and flew-loopins treate per acre in the firestate wedlend that is peces and consisting of at least first of diment species. In the consisting of at least first of diment species, and short, and the objective shruts per acre in the acro-behole welfood short species and consisting of at least time, or filters the seek modeles species of greases, seeliges, or routines per acre in the well modeles

ation of trees and shrubs shall be in accordance with the most updated resource

Habitat Structures

Whole treat to be included instructedly within weight sinse. Trees shall be a minimum of 20 feet by producing not shall not 12 happen in damanter of breast ineight (sith). Do not firm down fine situative of limbs, Trees in be pleaded poor to placement of topping. At least 50% of ontire stricture shall extend a finching a looke projected ships wettle leyel.

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Webster
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True stumps to be installed hortzontally within writand areas, Stumps shall be a minimum of 10 feet in length (including root ball) and 24 inches in diameter at treast height (dish), Stumps to be placed prior to the placement of topsoil.

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104.001 NA 104.001	CITY OF NOVI NUMBO COUNTY NUCHICAN	EETZ NOVI, NII HAGGERTY)	ATION NOTES	814.418.5100	KEN : GOLD tate Development minorese roud minus, on 43220		DOMESTICAL TO	HOCK HER CONVENTS	SUBMIT TO BUCKETE	אוששוו וישט מוזי	DRAFT SET FOR CLIENT	TANDARA TAN	ACHER METILAND	MET UNITED SETTIONS	MUNICIPAL CONTRACTOR	STEPAN RELIGIOR	SULFACE SANGE	200

