



CITY of NOVI CITY COUNCIL

Agenda Item G
November 13, 2018

SUBJECT: Acceptance of a Woodland and Wetland Conservation Easement from Pulte Homes of Michigan, LLC for wetland and woodland conservation areas offered as a part of the Emerson Park development, located on the west side of Novi Road, north of Ten Mile Road, in Section 22 of the City.

SUBMITTING DEPARTMENT: Community Development, Planning Division *Banc*

CITY MANAGER APPROVAL: *[Signature]*
AP

BACKGROUND INFORMATION:

The applicant has received Final Site Plan approval for a 120-unit multi-family for-sale residential development. The overall site is approximately 24 acres. The Planning Commission approved the Preliminary Site Plan, Wetland Permit, Woodland Permit, and Stormwater Management Plan on February 7, 2018. The Final Stamping Set was approved administratively on July 12, 2018.

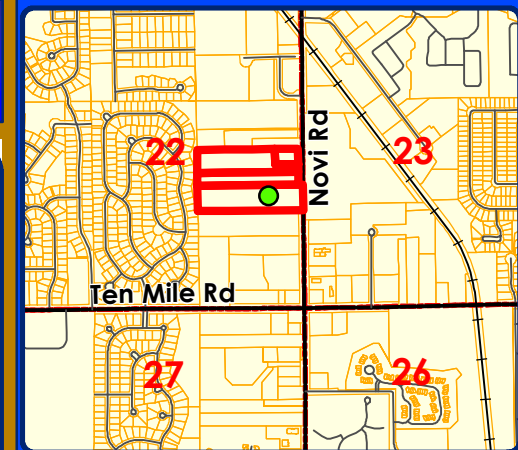
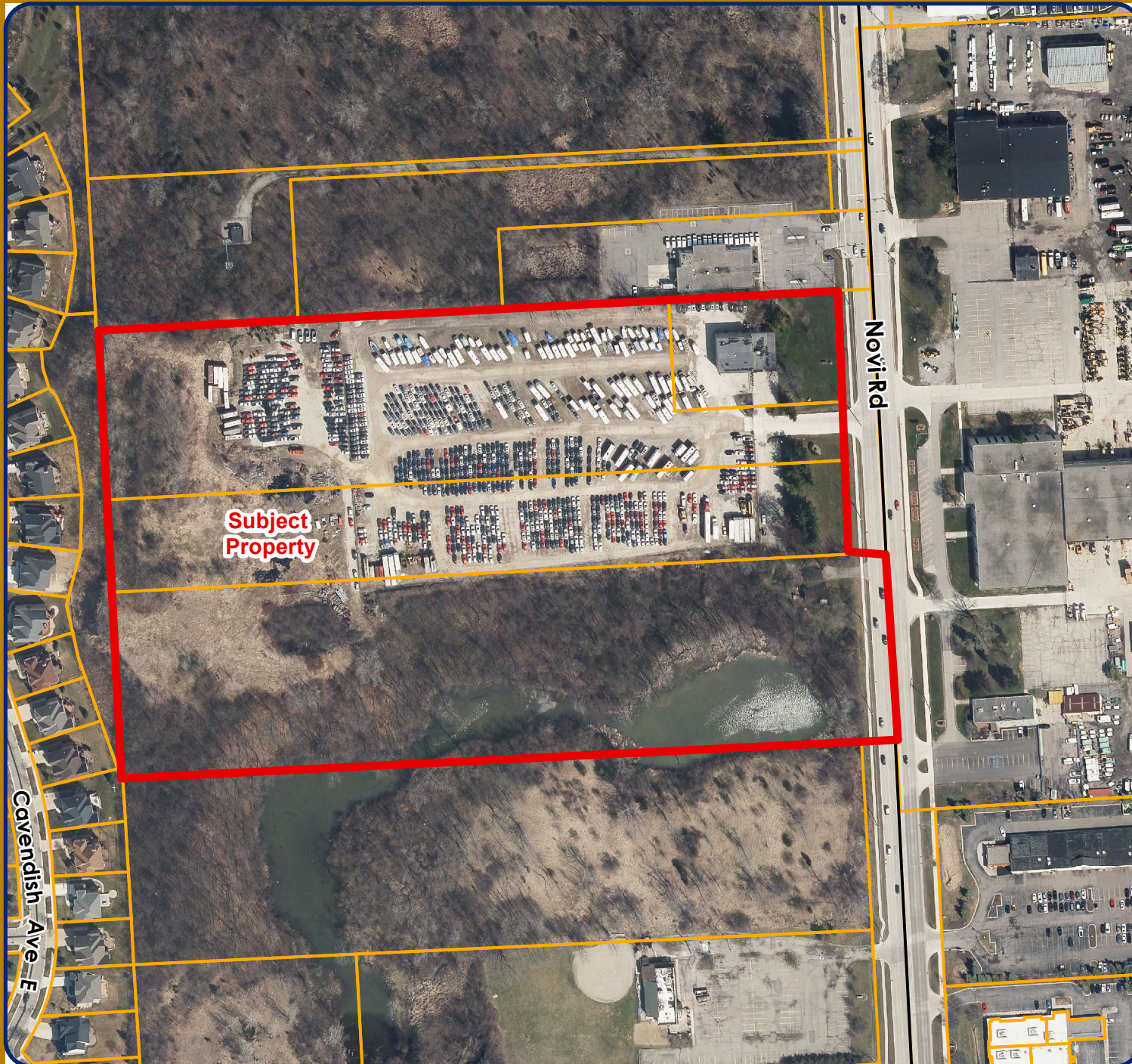
The applicant is proposing a conservation easement over the woodland replacement trees and the remaining wetlands and woodlands along the southern and western boundaries of the property in order to preserve, protect and maintain the remaining woodlands, replacement trees and vegetation on the site. Exhibits B and C of the easement graphically depict the areas being preserved.

The easements have 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 Woodland and Wetland Conservation Easement from Pulte Homes of Michigan, LLC for wetland and woodland conservation areas offered as a part of the Emerson Park development, located on the west side of Novi Road, north of Ten Mile Road, in Section 22 of the City.

MAPS
Location
Conservation Easement Areas

17-10 Emerson Park Location Map



LEGEND

 Sections



City of Novi

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

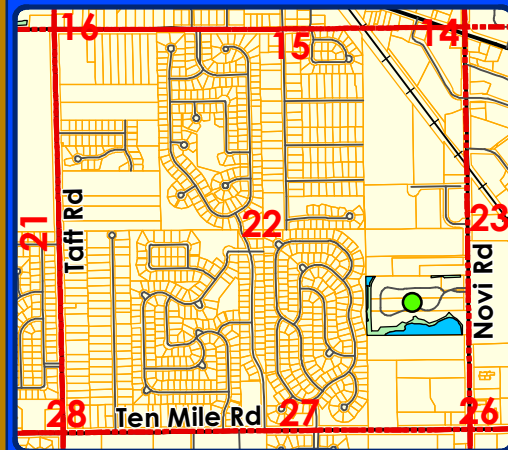
Map Author: Sri Komaragiri
Date: 02/01/18
Project: 17-10 Emerson Park
Version #: 1



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.

JSP 17-10 Emerson Park Conservation Easement



- LEGEND**
- Woodland Conservation Easement (New)
 - Wetlands Conservation Easement
 - Sections



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

Map Author: Sri Komaragiri
 Date: 11/07/18
 Project: JSP 17-10 Emerson Park
 Version #: 1



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ATTORNEY'S APPROVAL LETTER

**Woodland Conservation Easement
Wetland Conservation Easement**

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

September 14, 2018

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

RE: Emerson Park JSP17-10
Wetland Conservation Easement
Woodland Conservation Easement

Dear Ms. McBeth:

We have received and reviewed the **original** executed Woodland Conservation Easement and Wetland Conservation Easement for the Emerson Park residential development and have the following comments:

1. The Wetland Conservation Easement has been provided for the purpose of preserving the remaining wetlands on the site. The Wetland Conservation Easement is consistent with the requirements of the City's Wetland Consultant's report as incorporated into the PRO Agreement. Subject to the review and approval of the Exhibits by the City's Planner or Consulting Engineer, the Wetland Conservation Easement should be placed on an upcoming City Council Agenda for acceptance.
2. The Woodland Conservation Easement has been provided for the purpose of protecting remaining woodlands and replacement trees. The purposes appear to be consistent with the requirements set forth in the Woodland Consultant's Report, as incorporated into the PRO Agreement. Subject to the review and approval of the Exhibits by the City's Planner or Consulting Engineer, the Woodland Conservation Easement should be placed on an upcoming City Council Agenda for acceptance.


Once accepted by City Council, the Woodland and Wetland Conservation Easements should be recorded with the Oakland County Register of Deeds in the usual manner.

Barb McBeth, City Planner
City of Novi
September 14, 2018
Page 2

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS
Enclosures

- C: Cortney Hanson, Clerk (w/Enclosures -- Original)
Charles Boulard, Community Development Director (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Hannah Smith, Planning Assistant (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
George Melistas, Engineering Senior Manager (w/Enclosures)
Darcy Rehtien, Construction Engineer (w/Enclosures)
Rebecca Runkel, Engineering Technical (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
Pete Hill, ECT, Inc. (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Matthew Bush, Atwell, LLC (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

ENGINEERING CONSULTANT'S APPROVAL LETTER

**Woodland Conservation Easement
Wetland Conservation Easement**

July 19, 2018

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

Re: Emerson Park - Document Review
Novi # JSP17-0010
SDA Job No. NV18-213
EXHIBITS APPROVED

Dear Ms. Bridges

We have reviewed the following document package received by our office on July 12, 2018 against the submitted plan set. We offer the following comments:

Submitted Documents:

1. **Woodland and Wetland Conservation Easements** – (unexecuted: exhibits dated 6/25/18 and 4/23/18) Woodland Exhibits Approved, Wetland 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



Mike Freckelton, EIT
Engineer

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

EXECUTED WOODLAND CONSERVATION EASEMENT

**WOODLAND CONSERVATION EASEMENT
(Emerson Park)**

THIS WOODLAND CONSERVATION EASEMENT made this ____ day of _____, 2018, by and between Pulte Homes of Michigan LLC, a Michigan limited liability company whose address is 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, Michigan 48304 (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 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 establishment and development of a residential condominium development on the Property which will be known as Emerson Park (the "Condominium"), subject to provision of an appropriate easement to permanently protect the remaining woodland areas and to designate woodland replacement areas located thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The woodland conservation easement areas (the "Woodland Easement Areas") situated on the Property are more particularly described on Exhibit B, attached hereto and made a part hereof and the woodland replacement areas (the "Woodland Replacement Areas") situated on the Property are more particularly described on Exhibit C, attached hereto and made a part of hereof.

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 Woodland Conservation Easement, which shall be binding upon the Grantor, and the Grantee, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the Grantee, all Grantors and purchasers of the Property and their respective heirs, successors, assigns and/or transferees. This Woodland 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 Woodland Conservation Easement is to protect the Woodland Easement Areas and designate the Woodland Replacement Areas as shown on the attached and incorporated Exhibit B and Exhibit C, respectively. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the Grantee, and subject to the Grantor's rights to maintain the Woodland Replacement Areas.

2. Except for and subject to the activities which have been expressly authorized by permit, including construction, installation and maintenance of certain storm water drainage areas, utilities, improvements and grading as shown on the approved final site plan for the Condominium, including pathways, supplemental plantings, replacement trees and other normal woodland maintenance, including removal of dead or diseased trees in accordance with the City's Woodland Ordinance, and access for such purposes, there shall be no disturbance of remaining Woodland Easement Areas and Woodland Replacement Areas and/or vegetation within such areas, including altering the topography of; placing of 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 Woodland Easement Areas.

3. No grass or other vegetation shall be planted in the Woodland Easement Areas after the date of this Woodland Conservation Easement with the exception of plantings approved, in advance, by the Grantee in accordance with all applicable laws and ordinances and consistent with the approved site plans. Notwithstanding the foregoing, Grantor shall have the right to plant trees or other vegetation within the Woodland Replacement Areas.

4. This Woodland 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 Woodland Easement Areas or the Woodland Replacement Areas to determine whether the Woodland Easement Areas or the Woodland Replacement Areas are being maintained in compliance with the terms of the Woodland Conservation Easement.

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Woodland Conservation Easement, and/or in the event of a failure to preserve, replace and/or maintain the Woodland Easement Areas or Woodland Replacement Areas in reasonable order and condition, in accordance with the final approved site plan for the Property, the Grantee 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 Grantee 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 Grantee shall thereupon have the power and authority, but not obligation to enter upon the Woodland Easement Areas and Woodland Replacement Areas or cause its agents or contractors to enter upon the Woodland Easement Areas and Woodland Replacement Areas and perform such maintenance and/or preservation as reasonably found by the Grantee to be appropriate. The cost and expense of making and financing such maintenance and/or preservation including the cost of notices by the Grantee and reasonable legal fees incurred by the Grantee, 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 units of the Condominium. The Grantee 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 Grantee, pro rata, as to each unit 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 Grantee, 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 Grantee in connection with such suit.

6. Within 90 days after this Woodland 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 Woodland 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 MCL 207.526(a) and (ii) exempt from the County Transfer Tax, pursuant to MCL 207.505(a).

8. Grantor shall state, acknowledge and/or disclose the existence of this Woodland Conservation Easement as of the day and year first above set forth.

9. This Woodland Conservation Easement shall run with the Property and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective transferees, successors and assigns, including any condominium association established to maintain and operate the Condominium.

10. Any assignment shall be pursuant to an assignment and assumption agreement recorded in the Oakland County Records. In the event of an assignment, the assignee shall assume and be responsible for the rights and obligations of the assignor from and after the date of the assignment, and the assignor shall thereupon be relieved of such rights and obligations from and after the date of the assignment.

(acknowledgements on following page)

GRANTOR

PULTE HOMES OF MICHIGAN LLC, a Michigan limited liability company

By: Paul Schyck
Paul Schyck
Its: Director of Land Development

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15 day of August, 2018, by Paul Schyck, the Director of Land Development of Pulte Homes of Michigan LLC, a Michigan limited liability company, on behalf of the company.

DEBORAH ALTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 03, 2023
Acting in the County of Oakland

Deborah Altman
Deborah Altman Notary Public
County of Oakland, State of MI
Acting in Oakland County, MI
My commission expires: July 3, 2023

[acknowledgments continue on following page]

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 _____, 2018, by _____, the _____ of the City of Novi, a Michigan municipal corporation, on behalf of the corporation.

Notary Public
County of _____, State of MI
Acting in _____ County, MI
My commission expires: _____

Drafted By:
Elizabeth K. Saarela, Esquire
Rosati Schultz Joppich & Amtsbuechler PC
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 TO WOODLAND CONSERVATION EASEMENT
(Legal Description of the Property)

LAND SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

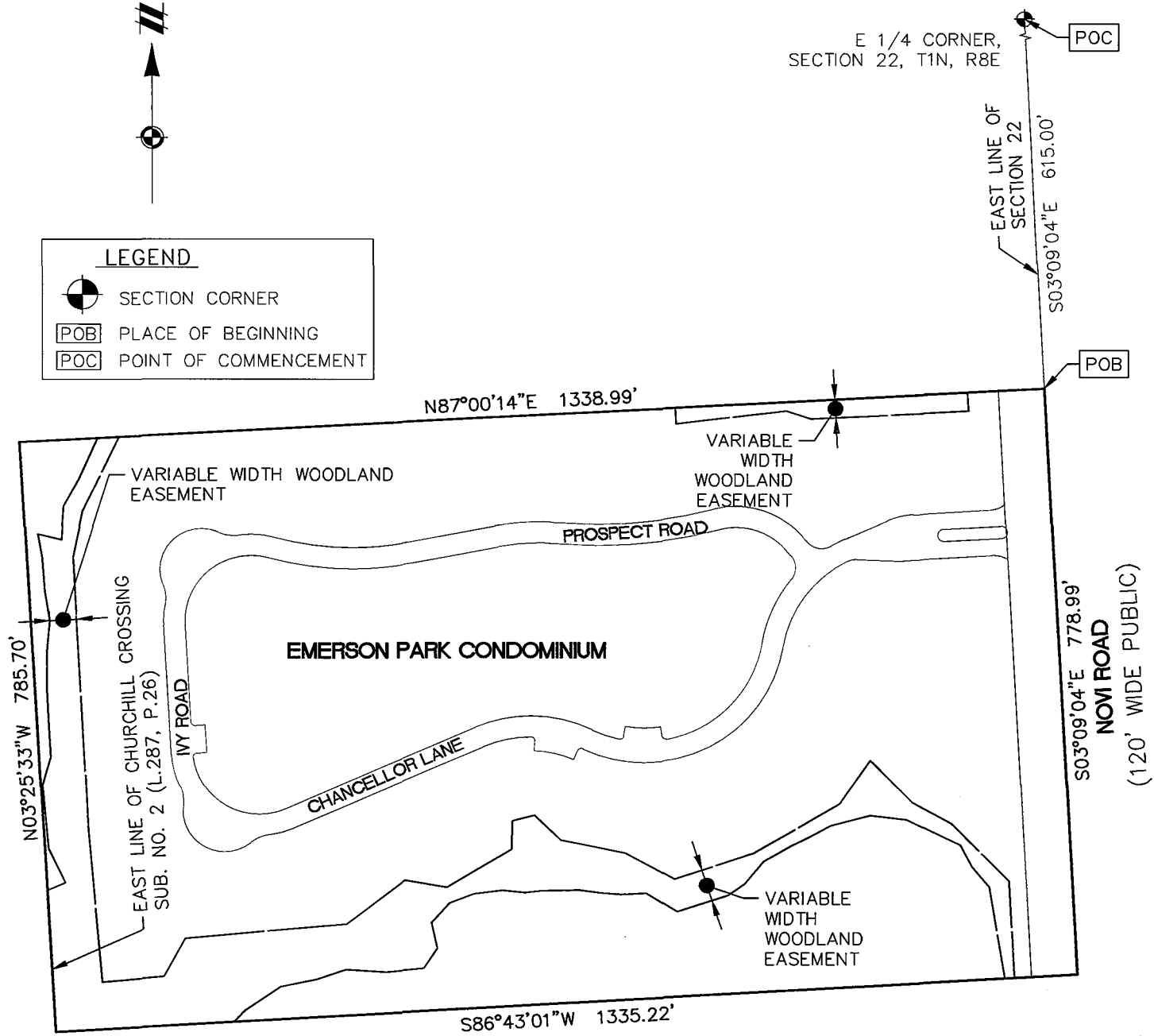
COMMENCING AT THE EAST 1/4 CORNER OF SECTION 22, T1N, R8E, THENCE SOUTH 03 DEGREES 09 MINUTES 04 SECONDS EAST 615.00 FEET (SOUTH 615.00 FEET, RECORDED) ALONG THE EAST LINE OF SAID SECTION 22 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 03 DEGREES 09 MINUTES 04 SECONDS EAST 778.99 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE SOUTH 86 DEGREES 43 MINUTES 01 SECONDS WEST 1335.22 FEET (NORTH 89 DEGREES 52 MINUTES 05 SECONDS EAST 1335.22 FEET, RECORDED) TO A POINT ON THE EAST LINE OF "CHURCHILL CROSSING SUBDIVISION NO. 2" AS RECORDED IN LIBER 287, PAGES 26-33, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 03 DEGREES 25 MINUTES 33 SECONDS WEST 785.70 FEET (SOUTH 01 DEGREES 28 MINUTES 07 SECONDS EAST, RECORDED) ALONG SAID EAST LINE OF "CHURCHILL CROSSING SUBDIVISION NO. 2"; THENCE NORTH 87 DEGREES 00 MINUTES 14 SECONDS EAST 1338.99 FEET (NORTH 89 DEGREES 50 MINUTES 42 SECONDS WEST, RECORDED) TO THE POINT OF BEGINNING, CONTAINING 24.00 ACRES MORE OR LESS.

Parcel Nos. L-22-22-400-019; 22-22-400-006; 22-22-400-007; 22-22-400-020.




EXHIBIT B TO WOODLAND CONSERVATION EASEMENT
(Legal Description of the Woodland Easement Areas)
(see attached)

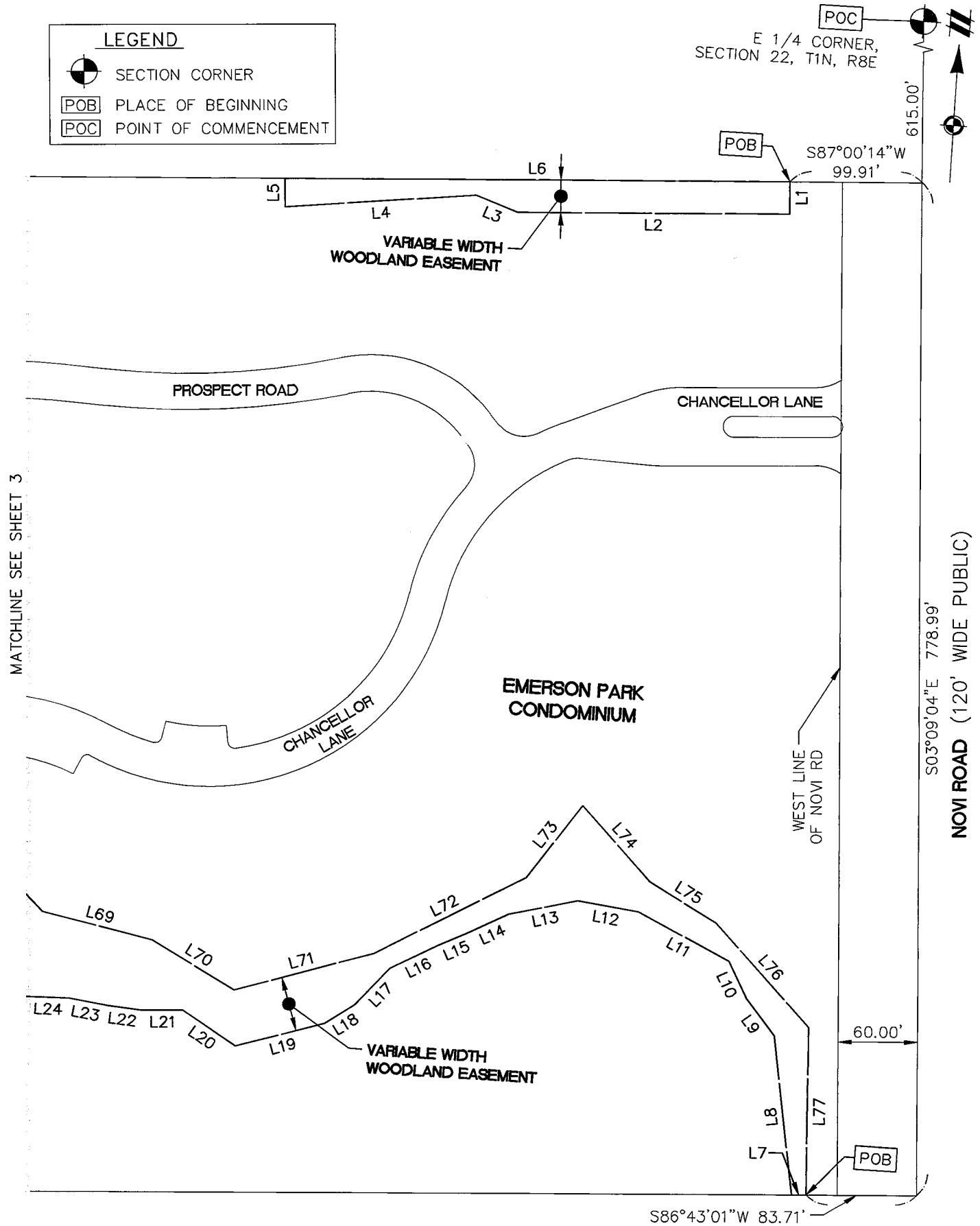


LEGEND	
	SECTION CORNER
	PLACE OF BEGINNING
	POINT OF COMMENCEMENT



CLIENT PULTE HOMES OF MICHIGAN, LLC SKETCH & DESCRIPTION OF A VARIABLE WIDTH WOODLAND EASEMENT LOCATED IN SECTION 22, TOWN 1 NORTH, RANGE 8 EAST CITY OF NOV OAKLAND COUNTY, MI	JOB: 16002400	CAD: 16002400EA-08
	DR. JR	CH. CK
	BOOK XX	PG. XX
	SHEET 01 OF 05	DATE: 06-25-2018
FILE CODE: EA-08 WOODLAND		
ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		
SCALE: 1 INCH = 200 FEET 	REV. 7-11-2018	

LEGEND	
	SECTION CORNER
	PLACE OF BEGINNING
	POINT OF COMMENCEMENT




CLIENT
PULTE HOMES OF MICHIGAN, LLC

SKETCH & DESCRIPTION
OF A VARIABLE WIDTH
WOODLAND EASEMENT
LOCATED IN

SECTION 22, TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MI




SCALE: 1 INCH = 100 FEET

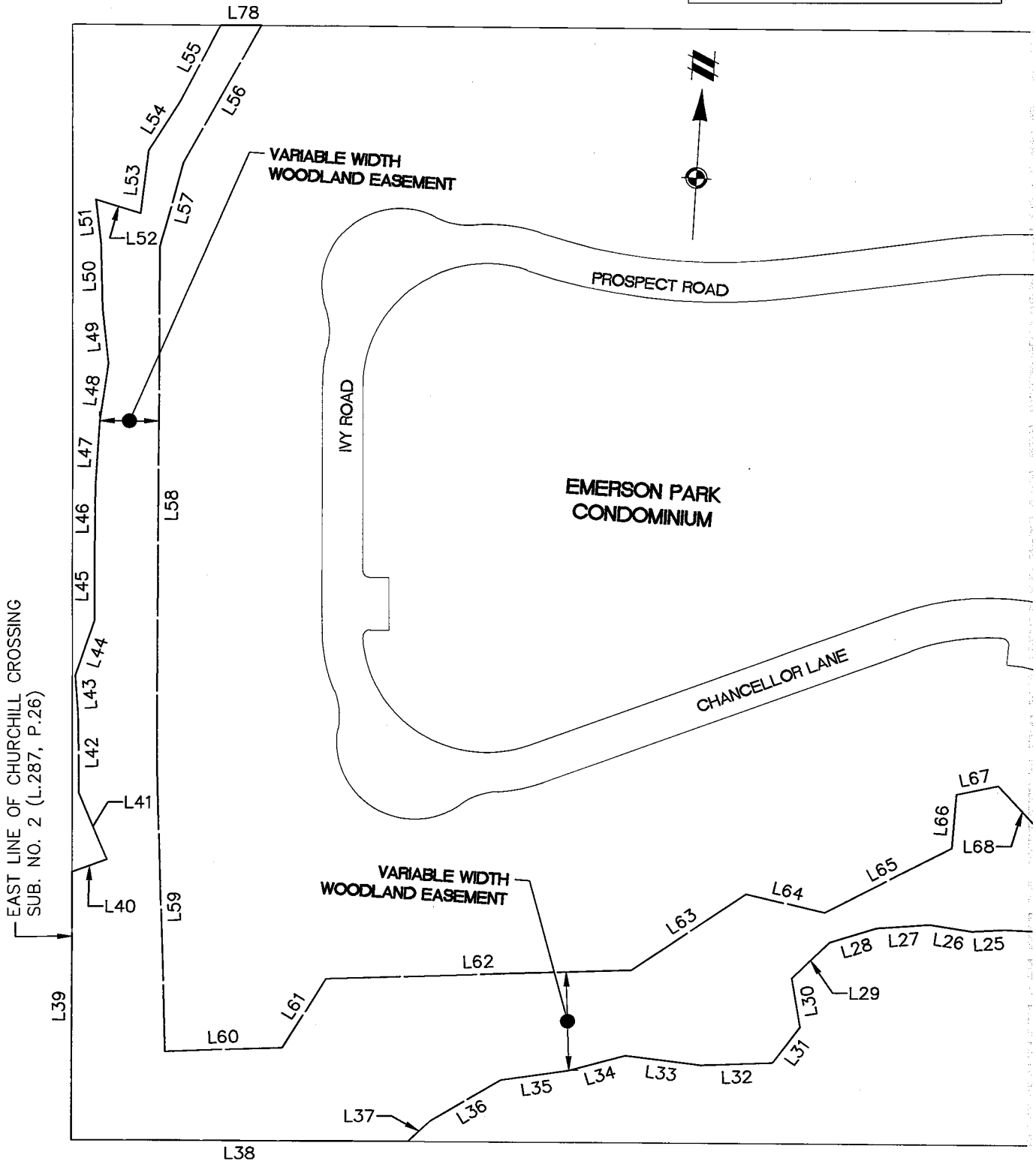
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JOB: 16002400	CAD: 16002400EA-08
DR. JR	CH. CK
BOOK XX	PG. XX
SHEET 02 OF 05	DATE: 06-25-2018
FILE CODE: EA-08 WOODLAND	
 ATWELL 866.850.4200 www.atwell-group.com <small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small>	


REV. 7-11-2018

LEGEND

-  SECTION CORNER
-  PLACE OF BEGINNING
-  POINT OF COMMENCEMENT



MATCHLINE SEE SHEET 2


<p>CLIENT PULTE HOMES OF MICHIGAN, LLC</p> <p style="text-align: center;">SKETCH & DESCRIPTION OF A VARIABLE WIDTH WOODLAND EASEMENT LOCATED IN</p> <p style="text-align: center;">SECTION 22, TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MI</p> <p>SCALE: 1 INCH = 100 FEET</p>	<p>JOB: 16002400</p> <p>DR. JR</p> <p>BOOK XX</p> <p>SHEET 03 OF 05</p> <p>FILE CODE: EA-08 WOODLAND</p>	<p>CAD 16002400EA-08</p> <p>CH. CK</p> <p>PG. XX</p> <p>DATE: 06-25-2018</p>
	 <p>ATWELL</p> <p>866.850.4200 www.atwell-group.com</p> <p><small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small></p>	

REV. 7-11-2018

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S02°59'21"E	24.98'
L2	S86°59'41"W	205.73'
L3	N70°39'49"W	34.04'
L4	S83°04'01"W	145.15'
L5	N03°18'37"W	22.04'
L6	N87°00'14"E	382.14'
L7	S86°43'01"W	10.89'
L8	N09°36'06"W	122.97'
L9	N39°55'02"W	35.15'
L10	N28°12'28"W	32.01'
L11	N64°20'01"W	78.56'
L12	N83°10'13"W	46.84'
L13	S75°28'24"W	53.22'
L14	S61°27'34"W	35.19'
L15	S63°08'55"W	24.35'
L16	S60°43'37"W	40.03'
L17	S39°45'27"W	38.82'
L18	S54°34'12"W	26.88'
L19	S72°01'35"W	69.67'
L20	N58°37'41"W	48.38'
L21	S86°31'46"W	31.67'
L22	N85°29'26"W	25.93'
L23	N82°14'12"W	29.64'
L24	S88°57'10"W	48.26'
L25	S83°30'03"W	22.77'
L26	N84°11'16"W	29.51'

LINE TABLE		
LINE #	BEARING	LENGTH
L27	S82°38'56"W	36.77'
L28	S69°28'49"W	34.24'
L29	S42°24'07"W	35.91'
L30	S12°43'00"E	34.82'
L31	S33°06'33"W	31.69'
L32	S84°28'16"W	49.63'
L33	N86°08'26"W	52.67'
L34	S71°14'51"W	40.28'
L35	S78°18'32"W	47.67'
L36	S55°35'34"W	56.94'
L37	S43°23'29"W	20.89'
L38	S86°43'01"W	232.52'
L39	N03°25'33"W	189.00'
L40	N66°30'18"E	25.66'
L41	N26°07'03"W	50.15'
L42	N04°12'59"W	56.88'
L43	N07°30'20"W	26.28'
L44	N15°38'37"E	41.05'
L45	N03°20'54"W	48.28'
L46	N02°58'42"W	46.36'
L47	N00°17'42"E	45.82'
L48	N05°00'00"E	40.36'
L49	N09°12'07"W	39.58'
L50	N04°48'29"W	44.79'
L51	N09°51'23"W	31.79'
L52	S75°56'18"E	32.21'

LINE TABLE		
LINE #	BEARING	LENGTH
L53	N03°45'35"E	44.93'
L54	N29°03'20"E	41.11'
L55	N24°01'03"E	60.13'
L56	S25°41'35"W	110.49'
L57	S11°50'54"W	62.01'
L58	S03°07'11"E	362.75'
L59	S05°10'07"E	202.97'
L60	N84°32'39"E	80.92'
L61	N28°25'36"E	57.20'
L62	N84°44'48"E	211.30'
L63	N52°41'23"E	95.51'
L64	S80°02'47"E	55.66'
L65	N59°13'29"E	98.79'
L66	N01°30'32"E	37.57'
L67	N74°57'48"E	29.35'
L68	S46°32'54"E	48.43'
L69	S78°33'47"E	85.71'
L70	S61°26'08"E	73.10'
L71	N71°37'51"E	109.34'
L72	N59°40'05"E	129.79'
L73	N34°29'02"E	70.06'
L74	S44°18'17"E	77.48'
L75	S61°22'39"E	59.22'
L76	S44°32'27"E	106.84'
L77	S02°32'35"E	128.81'
L78	N87°00'14"E	28.08'


CLIENT PULTE HOMES OF MICHIGAN, LLC SKETCH & DESCRIPTION OF A VARIABLE WIDTH WOODLAND EASEMENT LOCATED IN SECTION 22, TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MI	JOB: 16002400	CAD: 16002400EA-08
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 ATWELL 866.850.4200 www.atwell-group.com <small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small>		

REV. 7-11-2018

DESCRIPTION OF A VARIABLE WIDTH WOODLAND EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN




COMMENCING AT THE EAST 1/4 CORNER OF SECTION 22, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S03°09'04"E 615.00 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE S87°00'14"W 99.91 FEET FOR A PLACE OF BEGINNING; THENCE S02°59'21"E 24.98 FEET; THENCE S86°59'41"W 205.73 FEET; THENCE N70°39'49"W 34.04 FEET; THENCE S83°04'01"W 145.15 FEET; THENCE N03°18'37"W 22.04 FEET; THENCE N87°00'14"E 382.14 FEET TO THE PLACE OF BEGINNING.

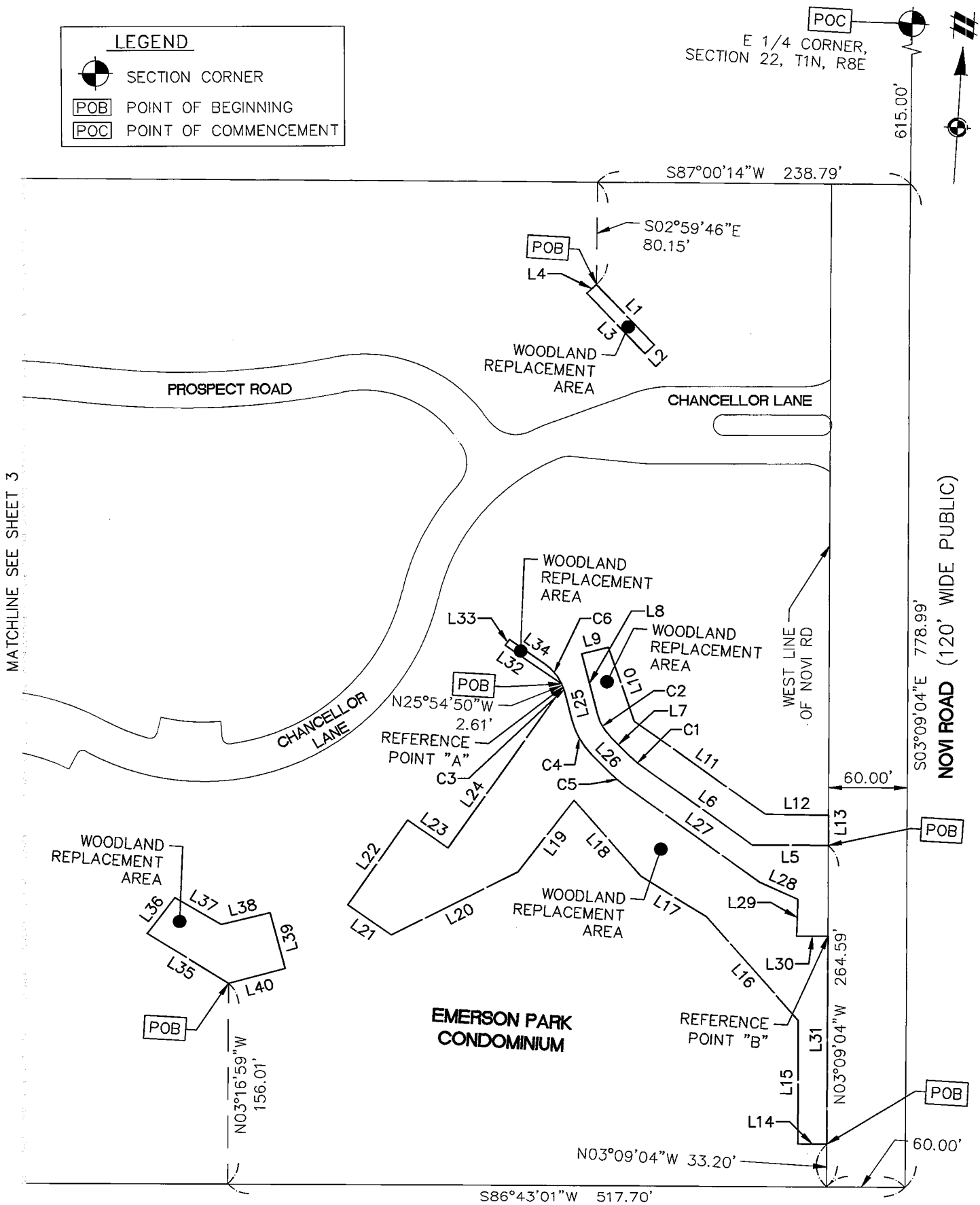
ALSO: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 22, THENCE S03°09'04"E 1393.99 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE S86°43'01"W 83.71 FEET FOR A PLACE OF BEGINNING; THENCE S86°43'01"W 10.89 FEET; THENCE N09°36'06"W 122.97 FEET; THENCE N39°55'02"W 35.15 FEET; THENCE N28°12'28"W 32.01 FEET; THENCE N64°20'01"W 78.56 FEET; THENCE N83°10'13"W 46.84 FEET; THENCE S75°28'24"W 53.22 FEET; THENCE S61°27'34"W 35.19 FEET; THENCE S63°08'55"W 24.35 FEET; THENCE S60°43'37"W 40.03 FEET; THENCE S39°45'27"W 38.82 FEET; THENCE S54°34'12"W 26.88 FEET; THENCE S72°01'35"W 69.67 FEET; THENCE N58°37'41"W 48.38 FEET; THENCE S86°31'46"W 31.67 FEET; THENCE N85°29'26"W 25.93 FEET; THENCE N82°14'12"W 29.64 FEET; THENCE S88°57'10"W 48.26 FEET; THENCE S83°30'03"W 22.77 FEET; THENCE N84°11'16"W 29.51 FEET; THENCE S82°38'56"W 36.77 FEET; THENCE S69°28'49"W 34.24 FEET; THENCE S42°24'07"W 35.91 FEET; THENCE S12°43'00"E 34.82 FEET; THENCE S33°06'33"W 31.69 FEET; THENCE S84°28'16"W 49.63 FEET; THENCE N86°08'26"W 52.67 FEET; THENCE S71°14'51"W 40.28 FEET; THENCE S78°18'32"W 47.67 FEET; THENCE S55°35'34"W 56.94 FEET; THENCE S43°23'29"W 20.89 FEET; THENCE S86°43'01"W 232.52 FEET; THENCE N03°25'33"W 189.00 FEET ALONG THE EAST LINE OF CHURCHILL CROSSING SUBDIVISION NO. 2, AS RECORDED IN LIBER 287, PAGE 26, OAKLAND COUNTY RECORDS; THENCE N66°30'18"E 25.66 FEET; THENCE N26°07'03"W 50.15 FEET; THENCE N04°12'59"W 56.88 FEET; THENCE N07°30'20"W 26.28 FEET; THENCE N15°38'37"E 41.05 FEET; THENCE N03°20'54"W 48.28 FEET; THENCE N02°58'42"W 46.36 FEET; THENCE N00°17'42"E 45.82 FEET; THENCE N05°00'00"E 40.36 FEET; THENCE N09°12'07"W 39.58 FEET; THENCE N04°48'29"W 44.79 FEET; THENCE N09°51'23"W 31.79 FEET; THENCE S75°56'18"E 32.21 FEET; THENCE N03°45'35"E 44.93 FEET; THENCE N29°03'20"E 41.11 FEET; THENCE N24°01'03"E 60.13 FEET; THENCE N87°00'14"E 28.08 FEET; THENCE S25°41'35"W 110.49 FEET; THENCE S11°50'54"W 62.01 FEET; THENCE S03°07'11"E 362.75 FEET; THENCE S05°10'07"E 202.97 FEET; THENCE N84°32'39"E 80.92 FEET; THENCE N28°25'36"E 57.20 FEET; THENCE N84°44'48"E 211.30 FEET; THENCE N52°41'23"E 95.51 FEET; THENCE S80°02'47"E 55.66 FEET; THENCE N59°13'29"E 98.79 FEET; THENCE N01°30'32"E 37.57 FEET; THENCE N74°57'48"E 29.35 FEET; THENCE S46°32'54"E 48.43 FEET; THENCE S78°33'47"E 85.71 FEET; THENCE S61°26'08"E 73.10 FEET; THENCE N71°37'51"E 109.34 FEET; THENCE N59°40'05"E 129.79 FEET; THENCE N34°29'02"E 70.06 FEET; THENCE S44°18'17"E 77.48 FEET; THENCE S61°22'39"E 59.22 FEET; THENCE S44°32'27"E 106.84 FEET; THENCE S02°32'35"E 128.81 FEET TO THE PLACE OF BEGINNING.

CLIENT PULTE HOMES OF MICHIGAN, LLC SKETCH & DESCRIPTION OF A VARIABLE WIDTH WOODLAND EASEMENT LOCATED IN SECTION 22, TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MI	JOB: 16002400	CAD 16002400EA-08
	DR. JR	CH. CK
	BOOK XX	PG. XX
	SHEET 05 OF 05	DATE: 06-25-2018
	FILE CODE: EA-08 WOODLAND	
	 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000	


REV. 7-11-2018

EXHIBIT C TO WOODLAND CONSERVATION EASEMENT
(Legal Description of Woodland Replacement Areas)
(see attached)




LEGEND	
	SECTION CORNER
	POINT OF BEGINNING
	POINT OF COMMENCEMENT

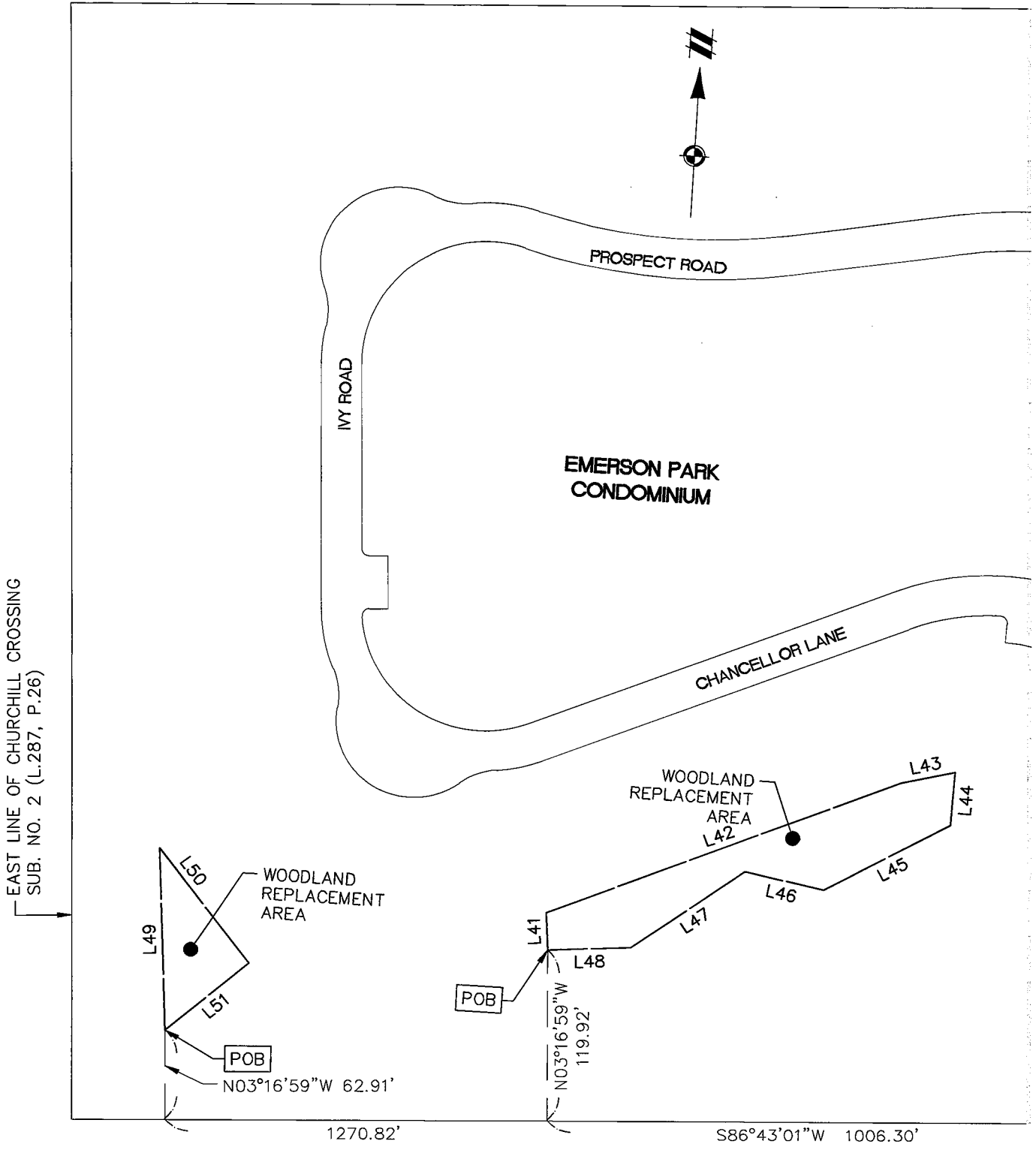


CLIENT PULTE HOMES OF MICHIGAN, LLC
SKETCH & DESCRIPTION OF VARIABLE WIDTH WOODLAND REPLACEMENT AREAS LOCATED IN
SECTION 22, TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MI
SCALE: 1 INCH = 100 FEET

JOB: 16002400	CAD: 16002400EA-09
DR. JR	CH. CK
BOOK XX	PG. XX
SHEET 02 OF 05	DATE: 06-25-2018
FILE CODE: EA-09 WOODLAND REPLACEMENT	
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000	

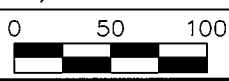
REV. 7-11-2018

LEGEND	
	SECTION CORNER
	POINT OF BEGINNING
	POINT OF COMMENCEMENT



MATCHLINE SEE SHEET 2

CLIENT: PULTE HOMES OF MICHIGAN, LLC
SKETCH & DESCRIPTION OF VARIABLE WIDTH WOODLAND REPLACEMENT AREAS LOCATED IN
SECTION 22, TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MI
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JOB: 16002400	CAD: 16002400EA-09
DR: JR	CH: CK
BOOK: XX	PG: XX
SHEET: 03 OF 05	DATE: 06-25-2018
FILE CODE: EA-09 WOODLAND REPLACEMENT	

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 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 248.447.2000

REV. 7-11-2018

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	S46°35'03"E	64.66'	L27	S57°32'02"E	125.82'
L2	S43°24'57"W	10.00'	L28	S69°06'32"E	32.10'
L3	N46°35'03"W	64.66'	L29	S01°54'40"E	28.84'
L4	N43°24'57"E	10.00'	L30	N86°49'30"E	23.91'
L5	S86°49'24"W	58.03'	L31	S03°09'04"E	160.97'
L6	N57°32'02"W	96.24'	L32	N58°22'05"W	52.50'
L7	N47°32'06"W	16.50'	L33	N31°37'45"E	5.56'
L8	N17°39'11"W	48.03'	L34	S58°22'15"E	32.15'
L9	N72°20'49"E	20.93'	L35	N61°26'08"W	73.10'
L10	S22°29'37"E	61.02'	L36	N33°36'10"E	35.17'
L11	S57°32'02"E	123.63'	L37	S62°46'12"E	41.06'
L12	N87°20'48"E	48.19'	L38	N72°29'48"E	38.24'
L13	S03°09'04"E	23.26'	L39	S18°22'09"E	45.16'
L14	S86°41'35"W	22.08'	L40	S71°37'51"W	44.76'
L15	N03°18'25"W	95.60'	L41	N05°15'12"W	26.17'
L16	N44°32'27"W	106.84'	L42	N66°12'03"E	262.00'
L17	N61°22'39"W	59.22'	L43	N74°57'48"E	38.00'
L18	N44°18'17"W	77.48'	L44	S01°30'32"W	37.57'
L19	S34°29'02"W	70.06'	L45	S59°13'29"W	98.79'
L20	S59°40'05"W	108.65'	L46	N80°02'47"W	55.66'
L21	N58°22'05"W	40.77'	L47	S52°41'23"W	95.51'
L22	N31°37'55"E	80.15'	L48	S84°44'48"W	57.61'
L23	S58°22'05"E	37.52'	L49	N05°10'07"W	127.93'
L24	N31°37'55"E	153.06'	L50	S40°46'38"E	101.69'
L25	S17°39'11"E	22.05'	L51	S47°26'27"W	74.52'
L26	S47°33'00"E	18.84'			

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	24.27'	108.41'	12°49'43"	N53°56'58"W	24.22'
C2	21.46'	40.00'	30°44'05"	N33°01'14"W	21.20'
C3	4.46'	40.00'	6°23'23"	S20°50'53"E	4.46'
C4	31.31'	60.00'	29°53'48"	S32°36'05"E	30.95'
C5	17.43'	100.00'	9°59'02"	S52°32'31"E	17.40'
C6	21.35'	40.00'	30°35'09"	S43°04'40"E	21.10'

CLIENT PULTE HOMES OF MICHIGAN, LLC SKETCH & DESCRIPTION OF VARIABLE WIDTH WOODLAND REPLACEMENT AREAS LOCATED IN SECTION 22, TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MI	JOB: 16002400 DR. JR BOOK XX SHEET 04 OF 05 FILE CODE: EA-09 WOODLAND REPLACEMENT	CAD 16002400EA-09 CH. CK PG. XX DATE: 06-25-2018
	 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000	
	REV. 7-11-2018	

DESCRIPTION OF VARIABLE WIDTH WOODLAND REPLACEMENT AREAS LOCATED IN THE SOUTHEAST 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 22, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S03°09'04"E 615.00 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE S87°00'14"W 238.79 FEET; THENCE S02°59'46"E 80.15 FEET FOR A **PLACE OF BEGINNING**; THENCE S46°35'03"E 64.66 FEET; THENCE S43°24'57"W 10.00 FEET; THENCE N46°35'03"W 64.66 FEET; THENCE N43°24'57"E 10.00 FEET TO THE PLACE OF BEGINNING.

ALSO: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 22, THENCE S03°09'04"E 1393.99 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE S86°43'01"W 60.00 FEET; THENCE N03°09'04"W 264.59 FEET ALONG THE WEST RIGHT OF WAY LINE OF NOVI ROAD (120 FEET WIDE) FOR A **PLACE OF BEGINNING**; THENCE S86°49'24"W 58.03 FEET; THENCE N57°32'02"W 96.24 FEET; THENCE 24.27 FEET ALONG THE ARC OF A 108.41 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N53°56'58"W 24.22 FEET; THENCE N47°32'06"W 16.50 FEET; THENCE 21.46 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N33°01'14"W 21.20 FEET; THENCE N17°39'11"W 48.03 FEET; THENCE N72°20'49"E 20.93 FEET; THENCE S22°29'37"E 61.02 FEET; THENCE S57°32'02"E 123.63 FEET; THENCE N87°20'48"E 48.19 FEET; THENCE S03°09'04"E 23.26 FEET TO THE PLACE OF BEGINNING.


ALSO: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 22, THENCE S03°09'04"E 1393.99 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE S86°43'01"W 60.00 FEET; THENCE N03°09'04"W 33.20 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID NOVI ROAD FOR A **PLACE OF BEGINNING**; THENCE S86°41'35"W 22.08 FEET; THENCE N03°18'25"W 95.60 FEET; THENCE N44°32'27"W 106.84 FEET; THENCE N61°22'39"W 59.22 FEET; THENCE N44°18'17"W 77.48 FEET; THENCE S34°29'02"W 70.06 FEET; THENCE S59°40'05"W 108.65 FEET; THENCE N58°22'05"W 40.77 FEET; THENCE N31°37'55"E 80.15 FEET; THENCE S58°22'05"E 37.52 FEET; THENCE N31°37'55"E 153.06 FEET; THENCE 4.46 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S20°50'53"E 4.46 FEET; THENCE S17°39'11"E 22.05 FEET; THENCE 31.31 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S32°36'05"E 30.95 FEET; THENCE S47°33'00"E 18.84 FEET; THENCE 17.43 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S52°32'31"E 17.40 FEET; THENCE S57°32'02"E 125.82 FEET; THENCE S69°06'32"E 32.10 FEET; THENCE S01°54'40"E 28.84 FEET; THENCE N86°49'30"E 23.91 FEET; THENCE S03°09'04"E 160.97 FEET ALONG THE WEST LINE OF SAID NOVI ROAD TO THE PLACE OF BEGINNING.

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CLIENT PULTE HOMES OF MICHIGAN, LLC SKETCH & DESCRIPTION OF VARIABLE WIDTH WOODLAND REPLACEMENT AREAS LOCATED IN SECTION 22, TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MI	JOB: 16002400	CAD 16002400EA-09
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	 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000	

REV. 7-11-2018

EXECUTED WETLAND CONSERVATION EASEMENT

WETLAND CONSERVATION EASEMENT

THIS WETLAND CONSERVATION EASEMENT made this ____ day of _____, 2018, by and between Pulte Homes of Michigan LLC, a Michigan limited liability company whose address is 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, Michigan 48304 (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 "City").

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 (the "Property"). Grantor has received final site plan approval for establishment and development of a residential condominium development on the Property which will be known as Emerson Park (the "Condominium"), subject to provision of an appropriate easement to permanently protect the remaining wetland located thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The wetland conservation easement areas (the "Easement Areas") situated on the Property are more particularly described on Exhibits B, attached hereto and made a part hereof.

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 Wetland 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 Wetland 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 Wetland Conservation Easement is to protect the wetlands as shown on the attached and incorporated Exhibit B. The Easement 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, including construction, installation and maintenance of certain storm water drainage areas, utilities, improvements and grading as shown on the approved final site plan for the Condominium, including pathways and access for such purposes, there shall be no disturbance of the wetlands and/or vegetation within the Easement Areas, 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 Areas.

3. No grass or other vegetation shall be planted in the Easement Areas after the date of this Wetland Conservation Easement with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances and consistent with the approved site plans for the Condominium.

4. This Wetland Conservation Easement does not grant or convey to City, or any member of the general public, any right of ownership, possession or use of the Easement Areas, except that, upon reasonable written notice to Grantor, City and its authorized employees and agents (collectively, "City's Representatives") may enter upon and inspect the Easement Areas to determine whether the Easement Areas are being maintained in compliance with the terms of this Wetland Conservation Easement.

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Wetland Conservation Easement, and/or in the event of a failure to preserve and/or maintain the Easement 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 Easement Areas, or cause its agents or contractors to enter upon the Easements Areas 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 units of the Condominium. 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 unit, 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 this Wetland Conservation Easement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Easement Areas and, describing its protected purpose, as indicated herein.

7. This Wetland 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 MCL 207.526(a) and (ii) exempt from the County Transfer Tax, pursuant to MCL 207.505(a).

8. Grantor shall state, acknowledge and/or disclose the existence of this Wetland Conservation Easement as of the day and year first above set forth.

9. This Wetland Conservation Easement shall run with the Property and shall be binding upon and inure to the benefit of Grantor, City and their respective transferees, successors and assigns, including any condominium association established to maintain and operate the Condominium.

10. Any assignment shall be pursuant to an assignment and assumption agreement recorded in the Oakland County Records. In the event of an assignment, the assignee shall assume and be responsible for the rights and obligations of the assignor from and after the date of the assignment, and the assignor shall thereupon be relieved of such rights and obligations from and after the date of the assignment.

(acknowledgements on following page)

GRANTOR

PULTE HOMES OF MICHIGAN LLC, a Michigan limited liability company

By: Paul Schyck
Paul Schyck

Its: Director of Land Development

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15 day of August, 2018, by Paul Schyck, the Director of Land Development of Pulte Homes of Michigan LLC, a Michigan limited liability company, on behalf of the company.

Deborah Altman
Deborah Altman Notary Public
County of Oakland, State of MI
Acting in Oakland County, MI
My commission expires: July 3, 2023

DEBORAH ALTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 03, 2023
Acting in the County of Oakland

[acknowledgments continue on following page]

CITY

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 _____, 2018, by _____, the _____ of the City of Novi, a Michigan municipal corporation, on behalf of the corporation.

Notary Public
County of _____, State of MI
Acting in _____ County, MI
My commission expires: _____

Drafted By:
Elizabeth K. Saarela, Esquire
Rosati Schultz Joppich & Amtsbuechler PC
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 TO WETLAND CONSERVATION EASEMENT
(Legal Description of the Property)

LAND SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 22, T1N, R8E, THENCE SOUTH 03 DEGREES 09 MINUTES 04 SECONDS EAST 615.00 FEET (SOUTH 615.00 FEET, RECORDED) ALONG THE EAST LINE OF SAID SECTION 22 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 03 DEGREES 09 MINUTES 04 SECONDS EAST 778.99 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE SOUTH 86 DEGREES 43 MINUTES 01 SECONDS WEST 1335.22 FEET (NORTH 89 DEGREES 52 MINUTES 05 SECONDS EAST 1335.22 FEET, RECORDED) TO A POINT ON THE EAST LINE OF "CHURCHILL CROSSING SUBDIVISION NO. 2" AS RECORDED IN LIBER 287, PAGES 26-33, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE NORTH 03 DEGREES 25 MINUTES 33 SECONDS WEST 785.70 FEET (SOUTH 01 DEGREES 28 MINUTES 07 SECONDS EAST, RECORDED) ALONG SAID EAST LINE OF "CHURCHILL CROSSING SUBDIVISION NO. 2"; THENCE NORTH 87 DEGREES 00 MINUTES 14 SECONDS EAST 1338.99 FEET (NORTH 89 DEGREES 50 MINUTES 42 SECONDS WEST, RECORDED) TO THE POINT OF BEGINNING, CONTAINING 24.00 ACRES MORE OR LESS.

Parcel Nos. L-22-22-400-019; 22-22-400-006; 22-22-400-007; 22-22-400-020.

EXHIBIT B TO WETLAND CONSERVATION EASEMENT
(Legal Description of Easement Areas)
(see attached)



LEGEND

- SECTION CORNER
- PLACE OF BEGINNING

E 1/4 CORNER,
SECTION 22, T1N, R8E

EAST LINE OF
SECTION 22
S03°09'04"E 615.00'

POB

N87°00'14"E 1338.99'

VARIABLE WIDTH
CONSERVATION EASEMENT

GARNET ROAD

EMERSON PARK CONDOMINIUM

PROSPECT ROAD

CHANCELLOR LANE

VARIABLE WIDTH
CONSERVATION EASEMENT

S03°09'04"E 778.99'
NOVI ROAD
(120' WIDE PUBLIC)

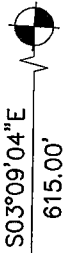
N03°25'33"W 785.70'

EAST LINE OF CHURCHILL CROSSING
SUB. NO. 2 (L.287, P.26)

S86°43'01"W 1335.22'




CLIENT PULTE HOMES OF MICHIGAN, LLC SKETCH & DESCRIPTION OF A VARIABLE WIDTH CONSERVATION EASEMENT LOCATED IN SECTION 22, TOWN 1 SOUTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MI	JOB: 16002400 DR. SW BOOK XX SHEET 1 OF 5 FILE CODE: EA-03 CONSERVATION	CAD 16002400EA-03 CH. LMD PG. XX DATE: 4-23-2018
	SCALE: 1 INCH = 200 FEET 	
	ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000	
	REV. 7-11-2018	

E 1/4 CORNER,
SECTION 22, T1N, R8E

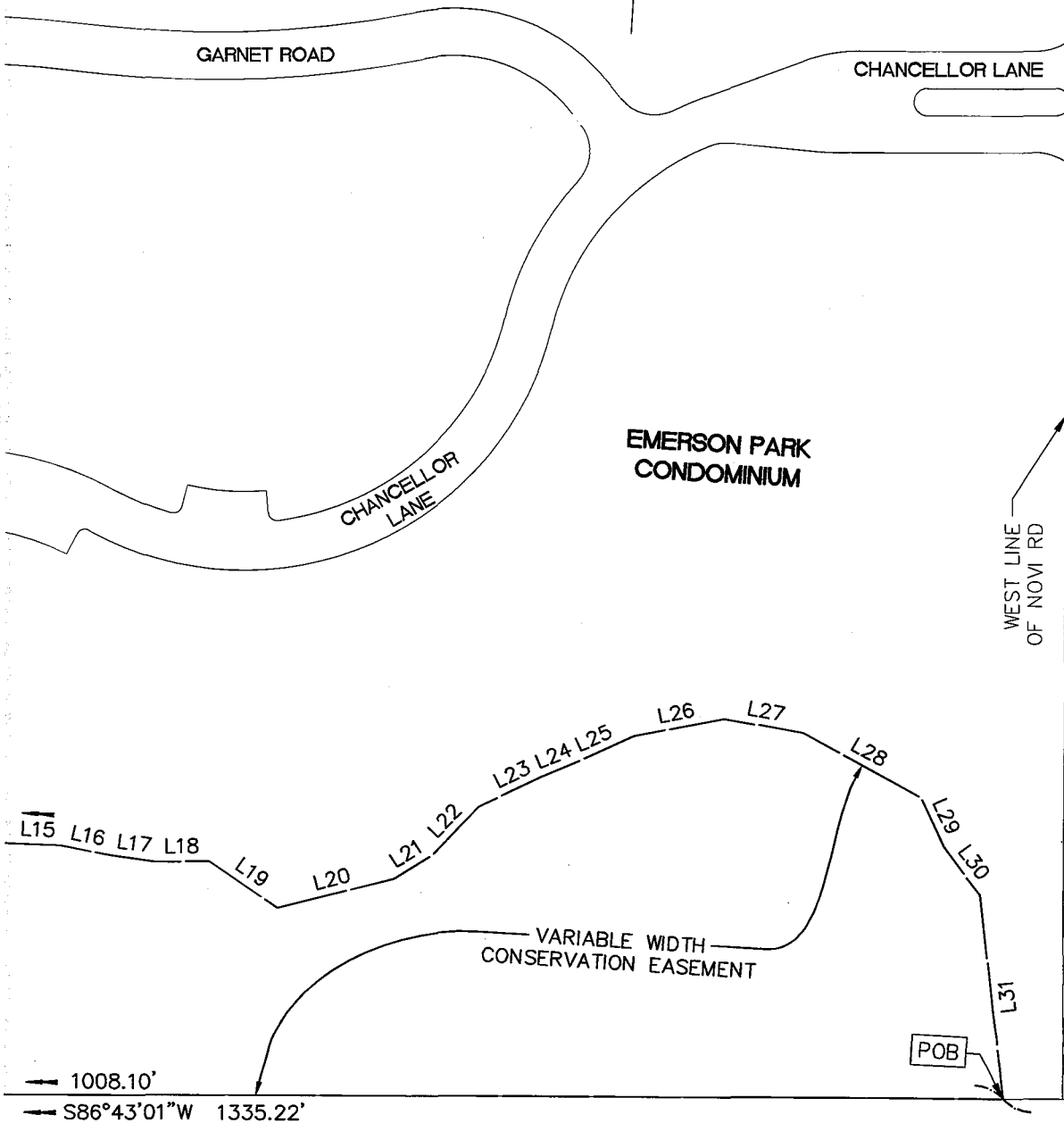


N87°00'14"E 1338.99'
1236.65'

LEGEND


-  SECTION CORNER
-  PLACE OF BEGINNING
-  LINE CONTINUES

MATCHLINE SEE SHEET 3



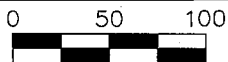
1008.10'
S86°43'01"W 1335.22'

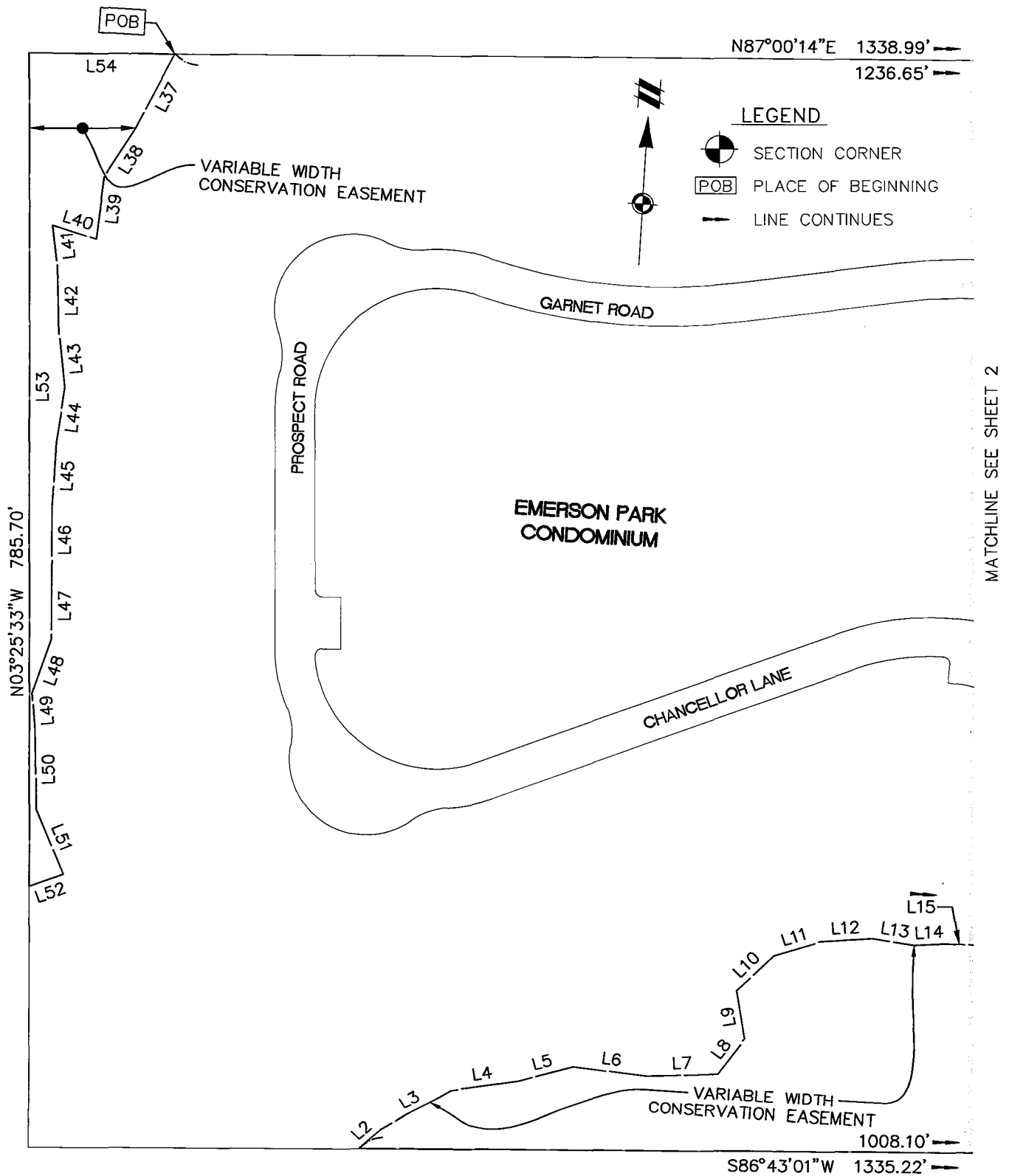
L1

CLIENT PULTE HOMES OF MICHIGAN, LLC SKETCH & DESCRIPTION OF A VARIABLE WIDTH CONSERVATION EASEMENT LOCATED IN SECTION 22 TOWN 03 SOUTH, RANGE 06 EAST CITY OF NOVI OAKLAND COUNTY, MI	JOB: 16002400 DR. SW	CAD 16002400EA-03 CH. LMD
	BOOK XX SHEET 2 OF 5	PG. XX DATE: 4-23-2018
	FILE CODE: EA-03 CONSERVATION	
	 ATWELL 866.850.4200 www.atwell-group.com <small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small>	

REV. 7-11-2018

SCALE:
1 INCH = 100 FEET






CLIENT PULTE HOMES OF MICHIGAN, LLC SKETCH & DESCRIPTION OF A VARIABLE WIDTH CONSERVATION EASEMENT LOCATED IN	JOB: 16002400 DR. SW	CAD 16002400EA-03 CH. LMD
	BOOK XX	PG. XX
	SHEET 3 OF 5 FILE CODE: EA-03 CONSERVATION	DATE: 4-23-2018
	SECTION 22 TOWN 03 SOUTH, RANGE 06 EAST CITY OF NOVI OAKLAND COUNTY, MI	
SCALE: 1 INCH = 100 FEET		
ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		REV. 7-11-2018

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S86°43'01"W	94.60'
L2	N43°23'29"E	20.89'
L3	N55°35'34"E	56.94'
L4	N78°18'32"E	47.67'
L5	N71°14'51"E	40.28'
L6	S86°08'26"E	52.67'
L7	N84°28'16"E	49.63'
L8	N33°06'33"E	31.69'
L9	N12°43'00"W	34.82'
L10	N42°24'07"E	35.91'
L11	N69°28'49"E	34.24'
L12	N82°38'56"E	36.77'
L13	S84°11'16"E	29.51'
L14	N83°30'03"E	22.77'
L15	N88°57'10"E	48.26'
L16	S82°14'12"E	29.64'
L17	S85°29'26"E	25.93'
L18	N86°31'46"E	31.67'

LINE TABLE		
LINE #	BEARING	LENGTH
L19	S58°37'41"E	48.38'
L20	N72°01'35"E	69.67'
L21	N54°34'12"E	26.88'
L22	N39°45'27"E	38.82'
L23	N60°43'37"E	40.03'
L24	N63°08'55"E	24.35'
L25	N61°27'34"E	35.19'
L26	N75°28'24"E	53.22'
L27	S83°10'13"E	46.84'
L28	S64°20'01"E	78.56'
L29	S28°12'28"E	32.01'
L30	S39°55'02"E	35.15'
L31	S09°36'06"E	122.97'
L37	S24°01'03"W	60.13'
L38	S29°03'20"W	41.11'
L39	S03°45'35"W	44.93'
L40	N75°56'18"W	32.21'
L41	S09°51'23"E	31.79'

LINE TABLE		
LINE #	BEARING	LENGTH
L42	S04°48'29"E	44.79'
L43	S09°12'07"E	39.58'
L44	S05°00'00"W	40.36'
L45	S00°17'42"W	45.82'
L46	S02°58'42"E	46.36'
L47	S03°20'54"E	48.28'
L48	S15°38'37"W	41.05'
L49	S07°30'20"E	26.28'
L50	S04°12'59"E	56.88'
L51	S26°07'03"E	50.15'
L52	S66°30'18"W	25.66'
L53	N03°25'33"W	596.70'
L54	N87°00'14"E	102.34'


CLIENT PULTE HOMES OF MICHIGAN, LLC SKETCH & DESCRIPTION OF A VARIABLE WIDTH CONSERVATION EASEMENT LOCATED IN SECTION 22 TOWN 03 SOUTH, RANGE 06 EAST CITY OF NOVI OAKLAND COUNTY, MI	JOB: 16002400	CAD: 16002400EA-03
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 4 OF 5	DATE: 4-23-2018
FILE CODE: EA-03 CONSERVATION		
 ATWELL 866.850.4200 www.atwell-group.com <small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small>		

REV. 7-11-2018

DESCRIPTION OF A VARIABLE WIDTH CONSERVATION EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Commencing at the East 1/4 Corner of Section 22, T1N, R8E, City of Novi, Oakland County, Michigan; thence S03°09'04"E 1393.99 feet along the East line of said Section 22; thence S86°43'01"W 94.60 feet for a **PLACE OF BEGINNING**; thence S86°43'01"W 1008.10 feet; thence N43°23'29"E 20.89 feet; thence N55°35'34"E 56.94 feet; thence N78°18'32"E 47.67 feet; thence N71°14'51"E 40.28 feet; thence S86°08'26"E 52.67 feet; thence N84°28'16"E 49.63 feet; thence N33°06'33"E 31.69 feet; thence N12°43'00"W 34.82 feet; thence N42°24'07"E 35.91 feet; thence N69°28'49"E 34.24 feet; thence N82°38'56"E 36.77 feet; thence S84°11'16"E 29.51 feet; thence N83°30'03"E 22.77 feet; thence N88°57'10"E 48.26 feet; thence S82°14'12"E 29.64 feet; thence S85°29'26"E 25.93 feet; thence N86°31'46"E 31.67 feet; thence S58°37'41"E 48.38 feet; thence N72°01'35"E 69.67 feet; thence N54°34'12"E 26.88 feet; thence N39°45'27"E 38.82 feet; thence N60°43'37"E 40.03 feet; thence N63°08'55"E 24.35 feet; thence N61°27'34"E 35.19 feet; thence N75°28'24"E 53.22 feet; thence S83°10'13"E 46.84 feet; thence S64°20'01"E 78.56 feet; thence S28°12'28"E 32.01 feet; thence S39°55'02"E 35.15 feet; thence S09°36'06"E 122.97 feet to the Place of Beginning.

ALSO: Commencing at the East 1/4 Corner of Section 22, T1N, R8E, City of Novi, Oakland County, Michigan; thence S03°09'04"E 615.00 feet along the East line of said Section 22; thence S87°00'14"W 1236.65 feet for a **PLACE OF BEGINNING**; thence S24°01'03"W 60.13 feet; thence S29°03'20"W 41.11 feet; thence S03°45'35"W 44.93 feet; thence N75°56'18"W 32.21 feet; thence S09°51'23"E 31.79 feet; thence S04°48'29"E 44.79 feet; thence S09°12'07"E 39.58 feet; thence S05°00'00"W 40.36 feet; thence S00°17'42"W 45.82 feet; thence S02°58'42"E 46.36 feet; thence S03°20'54"E 48.28 feet; thence S15°38'37"W 41.05 feet; thence S07°30'20"E 26.28 feet; thence S04°12'59"E 56.88 feet; thence S26°07'03"E 50.15 feet; thence S66°30'18"W 25.66 feet; thence N03°25'33"W 596.70 feet; thence N87°00'14"E 102.34 feet to the Place of Beginning, being part of the Southeast 1/4 of said Section 22.

CLIENT PULTE HOMES OF MICHIGAN, LLC SKETCH & DESCRIPTION OF A VARIABLE WIDTH CONSERVATION EASEMENT LOCATED IN SECTION 22 TOWN 03 SOUTH, RANGE 06 EAST CITY OF NOVI OAKLAND COUNTY, MI	JOB: 16002400	CAD 16002400EA-03
	DR. SW	CH. LMD
	BOOK XX	PG. XX
	SHEET 5 OF 5	DATE: 4-23-2018
	FILE CODE: EA-03 CONSERVATION	
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

REV. 7-11-2018