



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item H
September 26, 2016

SUBJECT: Acceptance of a Landscape Conservation Easement, Wetland/Woodland/Open Space Conservation Easement, and Open Space Conservation Easement from Pulte Homes of Michigan, LLC for wetland, woodland, and open space conservation areas as a part of the JSP14-42 & JSP16-37 Oberlin site, located on the south side of Eleven Mile Road between Wixom Road and Beck Road in Section 20 of the City.

SUBMITTING DEPARTMENT: Department of Community Development, Planning Division *Bark*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The applicant has received Site Plan approval of a 29.9 acre, 72-unit single-family residential development located on the south side of Eleven Mile Road between Wixom Road and Beck Road. Phase 1 includes 47 units and Phase 2 & 3 includes 25 units. The project is developed utilizing the Open Space Preservation Option. The Planning Commission approved the Preliminary Site Plan with Open Space Preservation Option, Wetland Permit, Woodland Permit, and Stormwater Management Plan on November 12, 2014. The Revised Final Site Plan for Phase 1 was approved administratively on April 26, 2016. The Final Site Plan for a combined Phase 2 & 3 has been tentatively approved; staff is waiting on the final stamping sets to be submitted.

The applicant is providing a Landscape Easement (Phase 1) over woodlands and landscape features along the north property line and around Tennyson Court. The areas are known as part of Oberlin Park and all of Tennyson Park on the site plan. The easement includes natural feature setbacks, woodland specimen trees, woodland replacement trees, and landscape features. The conservation easement agreement graphically depicts this easement in Exhibit B. The total conservation area is 0.77 acres.

The applicant is providing a Wetland/Woodland/Open Space Conservation Easement (Phase 1) over woodlands along the west property line containing 0.488 acres and an easement over wetlands and woodlands in the southwest corner of the site containing 3.11 acres. The area is known as Oberlin Park. The easement includes natural feature setbacks, woodland specimen trees, woodland replacement trees, and required open space. The conservation easement agreement graphically depicts this easement in Exhibit B. The total conservation area is 3.598 acres.

The applicant is providing an Open Space Conservation Easement (Phases 2 & 3) over open space as required by the development option the site plan was approved under. The open space is located along the east property line within an area named Webley Park and near the south property line in Oberlin Park. The conservation easement agreement graphically depicts this easement in Exhibit B. The total conservation area is 2.785 acres.

The easements have been reviewed by the City's professional staff and consultants. The easements are currently in a form acceptable to the City Attorney's office for acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of a Landscape Conservation Easement, Wetland/Woodland/Open Space Conservation Easement, and Open Space Conservation Easement from Pulte Homes of Michigan, LLC for wetland, woodland, and open space conservation areas as a part of the JSP14-42 & JSP16-37 Oberlin site, located on the south side of Eleven Mile Road between Wixom Road and Beck Road in Section 20 of the City.

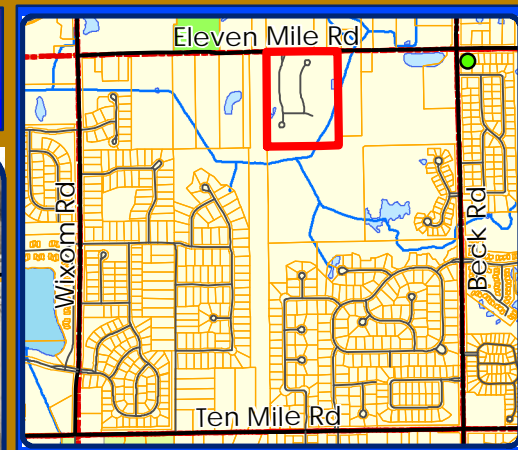
	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

LOCATION MAPS


JSP14-42: Oberlin

Location



LEGEND


- Sections
- Proposed Easements (Approximate)



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

Map Author: Kirsten Mellem
Date: 08/31/2016
Project: JSP14-42: Oberlin
Version #: 2

0 55 110 220 330 Feet
1 inch = 250 feet



MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

CITY ATTORNEY LETTERS



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

May 24, 2016

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

RE: Oberlin – Open Space Preservation

Dear Ms. McBeth:

We have received and reviewed the following Easements submitted in connection with the Open Space Preservation Option plan for the Oberlin Development:

1. Landscape Conservation Easement (Phase 1)
2. Woodland/Wetland Conservation Easement (Phase 1)
3. Open Space Preservation Easement (Phases 2 and 3)

Landscape Conservation Easement

The Landscape Conservation Easement is proposed to preserve the woodland replacement trees and landscape areas along the Eleven Mile Road frontage of the Development, including the areas identified on the site plan as Tennyson Park and a portion of Oberlin Park. The areas identified in Exhibit B are required to be maintained in the condition consistent with the final approved site plan for Phase 1 of the Development. Subject to approval of the proposed exhibits by the City's Planning Staff, the terms and conditions of the proposed Landscape Conservation Easement appear to be acceptable.

Woodland/Wetland Conservation Easement

The Woodland/Wetland Conservation Easement has been proposed for the conservation of the woodlands, wetlands and wooded wetland areas set forth in the final approved site plan for the Development. We note that the City's Wetland Consultant's report indicates that "wetland buffers" are also required to be preserved. Subject to adding the term "wetland buffers" to Paragraphs

A, 1, 2 and 5 of the of the Woodland/Wetland Conservation Easement, the document appears to be adequate for the purpose of preserving the areas along the western and southern boundaries of the Development, as shown in Exhibit B, in their natural condition, subject to any permits and approvals issued in connection with the development. It should be noted that it appears the Novi-Lyon Drain runs through the Conservation Easement Areas and is excepted from the terms of the Conservation Easement to the extent that it is required to be maintained in the usual manner of a Drain under the Drain Code. Subject to approval of the proposed Exhibits to the Woodland/Wetland Conservation Easement by the City's Planning Staff, and the addition of the "wetland buffers" to the terms of the easement (and the proposed Exhibits as necessary) the Woodland/Wetland Conservation Easement appears to be acceptable for the purposes proposed.

Open Space Preservation Easement

The Open Space Preservation Easement for the Phases 2 and 3 of the Development is a general preservation easement for the remaining open space required in accordance with the Open Space Preservation Option approval. The Easement general provides for the open space areas identified in Exhibit B to be maintained in accordance with the final approved site plan for Phases 2 and 3. In the event that different, more specific, or additional preservation requirements are identified at the time of final site plan approval for Phases 2 and 3, the terms of the Preservation Easement allow for City and/or MDEQ wetland and/or woodland Conservation Easements to be concurrently recorded for the same locations. The Open Space Preservation allows for site plan, wetland and floodplain work to be completed in accordance with approved permits for the Development. Subject to review and approval of the proposed Exhibits to the Open Space Preservation Easement, the Open Space Preservation Easement appears to be acceptable for compliance with the Open Space Preservation Option requirements for the Development.

Once original executed easement documents have been submitted and reviewed, the easements may be placed on a City Council Agenda for approval.

This review is subject to additional comments by City Engineering Division and Planning Staff and Consultants upon review of the Exhibit B and Exhibits to the Conservation Easements.

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

Sincerely,

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


Elizabeth K. Saarela

EKS

C: Maryanne Cornelius, Clerk

CONSERVATION EASEMENTS

**LANDSCAPE
CONSERVATION EASEMENT**

22nd THIS LANDSCAPE CONSERVATION EASEMENT ("Conservation Easement") is made this day of August, 2016, by and between Pulte Homes of Michigan, LLC, a Michigan limited liability company whose address is 100 Bloomfield Hills Parkway, Suite 140, 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 Section 20 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 47-unit single family residential site condominium development ("Phase 1") on the Property ("Development"), subject to provision of an appropriate easement to permanently protect the woodlands and landscape areas on which replacement trees have been planted. Grantor desires to grant such an easement in order to protect the area.

B. The Conservation Easement Areas (the "Easement Areas") situated on the Property are more particularly described on Exhibit B attached hereto and made a part hereof, which contains drawings 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 woodlands and landscape areas where replacement trees have been planted as shown on the attached and incorporated Exhibit B. Except for installation, maintenance and mowing of the landscaping and landscape areas as shown on the approved landscape plan for the Property, the Conservation Easement areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the City.

2. Except for and subject to the activities which have been expressly authorized by permit, including installation, maintenance and mowing of the landscaping and landscape areas as shown on the approved landscape plan for the Development, there shall be no disturbance of the woodlands, landscape areas 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 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. Except for installation, maintenance and mowing of the landscaping and landscape areas as shown on the approved landscape plan for the Development, no grass or other vegetation shall be planted in the Easement Areas after the date of this Conservation Easement with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

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

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Document, and/or in the event of a failure to preserve and/or maintain the woodlands and landscape 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 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 unit in the Development, 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.

9. This 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. 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.

WITNESS:

GRANTOR

Pulte Homes of Michigan, LLC, a Michigan limited liability company



By: 
_____ Kevin Christofferson
Its: Vice President of Finance

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 22nd day of August, 2016, by Kevin Christofferson, as the Vice President of Finance of Pulte Homes of Michigan, LLC a Michigan limited liability company, on its behalf.




_____ Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 7-12-18

GRANTEE

CITY OF NOVI, a Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ and _____ on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Drafted By:
Elizabeth K. Saarela, Esquire
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive Suite 250
Farmington Hills, Michigan 48331

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

Exhibit A to
Conservation Easement

Legal Description of Property

(see attached)

EXHIBIT A

Job No.: 12-009
"OBERLIN"

LEGAL DESCRIPTION SUBJECT PROPERTY – (PHASE 1)

A part of the Northeast 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the North 1/4 corner of said Section 20, for a POINT OF BEGINNING; thence North 87°24'47" East, 674.55 feet, along the North line of said Section 20 and the centerline of Eleven Mile Road, (said point being South 87°24'47" West, 1965.16 feet from the Northeast corner of said Section 20); thence South 02°28'56" East, 148.91 feet; thence South 09°50'21" West, 72.18 feet; thence South 17°46'39" West, 84.85 feet; thence South 12°46'22" West, 74.63 feet; thence South 02°28'56" East, 174.93 feet; thence South 08°31'29" East, 47.85 feet; thence South 22°02'41" East, 74.55 feet; thence South 16°30'45" East, 73.00 feet; thence South 03°34'08" East, 68.42 feet; thence South 05°31'28" West, 28.63 feet; thence South 22°54'37" West, 38.17 feet; thence South 16°51'35" West, 60.00 feet; thence North 73°08'25" West, 24.89 feet; thence South 16°51'35" West, 116.00 feet; thence South 61°27'40" East, 57.29 feet; thence South 42°36'09" East, 138.00 feet; thence North 50°39'14" East, 35.06 feet; thence North 29°41'25" East, 86.31 feet; thence 26.60 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 05°51'46" and a chord bearing and distance of South 45°18'09" East, 26.59 feet; thence South 30°01'02" West, 48.97 feet; thence South 31°48'59" West, 105.98 feet; thence South 02°47'55" East, 102.50 feet; thence South 87°12'05" West, 701.48 feet, to a point on the North and South 1/4 line of said Section 20, (said point being North 02°29'20" West, 1340.50 feet from the center of said Section 20); thence North 02°29'20" West, 1318.13 feet, along the North and South 1/4 line of said Section 20, to the Point of Beginning. All of the above containing 19.496 Acres. All of the above being subject to the rights of the public in Eleven Mile Road. All of the above being subject to easements, restrictions and right-of-ways of record. Tax I.D. No. 22-20-200-001 & 22-20-200-002

Exhibit B to
Conservation Easement

(see attached sketch and legal description)

EXHIBIT B

Job No. 12-009
"OBERLIN"

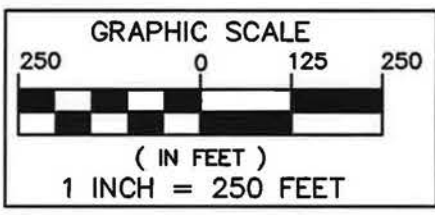
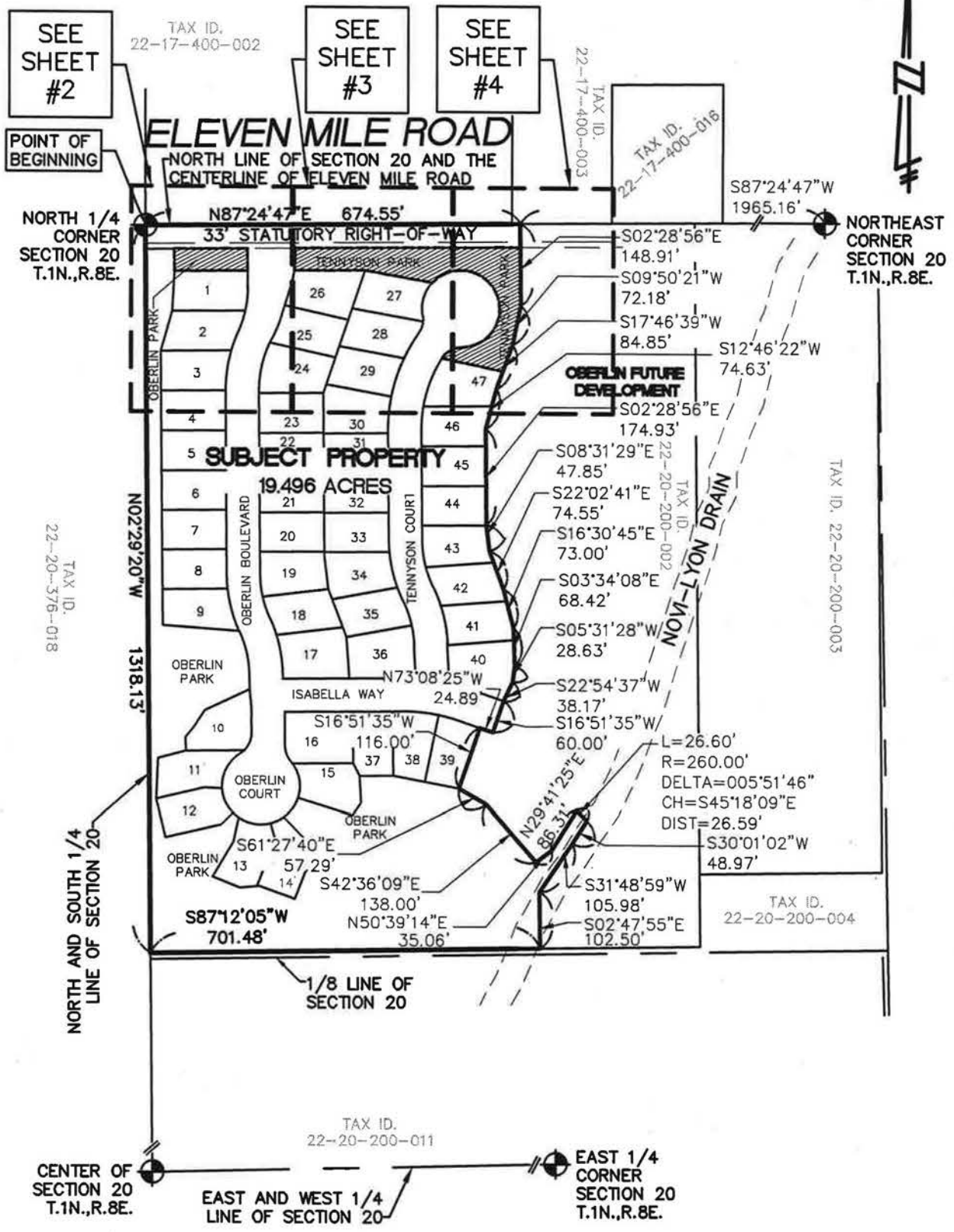
LEGAL DESCRIPTION

WOODLAND/LANDSCAPE CONSERVATION EASEMENT

A Woodland/Landscape Conservation Easement located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence South 02°29'20" East, 43.00 feet, along the North and South 1/4 line of said Section 20; thence North 87°24'47" East, 51.98 feet, for a POINT OF BEGINNING 'A'; thence continuing North 87°24'47" East, 131.13 feet, for a POINT 'A'; thence South 02°28'56" East, 40.00 feet; thence South 87°24'47" West, 131.50 feet; thence North 01°56'41" West, 40.00 feet, to the Point of Beginning 'A'.

And also, commencing at said POINT 'A'; thence North 87°24'47" East, 86.00 feet, for a POINT OF BEGINNING 'B'; thence continuing North 87°24'47" East, 405.44 feet; thence South 02°28'56" East, 105.91 feet; thence South 09°50'21" West, 72.18 feet; thence South 17°46'39" West, 51.06 feet; thence North 80°04'25" West, 112.06 feet; thence 41.72 feet along a curve to the right, said curve having a radius of 42.00 feet, a central angle of 56°54'27" and a chord bearing and distance of North 58°36'30" East, 40.02 feet; thence 277.00 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of 226°43'26" and a chord bearing and distance of North 26°17'59" West, 128.52 feet; thence North 81°47'18" West, 122.92 feet; thence South 87°24'47" West, 127.45 feet; thence 29.60 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 08°28'45" and a chord bearing and distance of North 01°45'26" East, 29.57 feet; thence North 02°28'56" West, 10.51 feet, to the Point of Beginning 'B'. All of the above containing 0.77 Acres.

EXHIBIT B



SUBJECT PROPERTY & SHEET INDEX

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

OBERLIN
SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 250'
DATE:	7-13-2015
JOB NO.:	12-009
DWG FILE:	12-009EE-PH1-CL
DRAWN BY:	JWB
CHECK:	CS
SHEET:	1 OF 4

EXHIBIT B

ELEVEN MILE ROAD

(33' 1/2 WIDTH)

NORTH 1/4
CORNER
SECTION 20
T.1N.,R.8E.

NORTH LINE OF SECTION 20 AND THE
CENTERLINE OF ELEVEN MILE ROAD

S02°29'20"E
43.00'

P.O.B. 'A'

PROPOSED 43' 1/2 WIDTH
RIGHT-OF-WAY

P.T. 'A'

N87°24'47"E
51.98'

33' STATUTORY RIGHT-OF-WAY

N87°24'47"E
86.00'

N87°24'47"E 131.13'

N01°56'41"W
40.00'

OBERLIN PARK

S02°28'56"E
40.00'

S87°24'47"W 131.50'

WOODLAND/LANDSCAPE
CONSERVATION EASEMENT

1

NORTH AND SOUTH 1/4 LINE OF SECTION 20

2

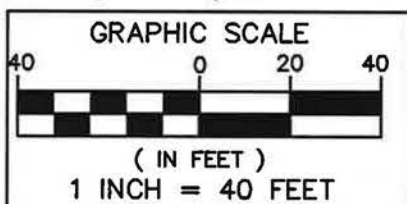
OBERLIN BLVD.

25

3

24

MATCHLINE - SEE SHEET 3



WOODLAND/LANDSCAPE CONSERVATION EASEMENT



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

CONSULTING ENGINEERS

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

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 40'
DATE:	7-13-2015
JOB NO.:	12-009
DWG FILE:	12-009EE-PH1-CL
DRAWN BY:	JWB
CHECK:	CS
SHEET:	2 OF 4

EXHIBIT B

ELEVEN MILE ROAD

(33' 1/2 WIDTH)

NORTH LINE OF SECTION 20 AND THE
CENTERLINE OF ELEVEN MILE ROAD



N87°24'47"E 86.00'

P.O.B. 'B'

N02°28'56"W
10.51'

PROPOSED 43' 1/2 WIDTH RIGHT-OF-WAY
33' STATUTORY RIGHT-OF-WAY

N87°24'47"E 405.44'

L=29.60'
R=200.00'
DELTA=008°28'45"
CH=N01°45'26"E
DIST=29.57'

TENNYSON
PARK

S87°24'47"W 127.45'

N81°47'18"W 122.92'

WOODLAND/LANDSCAPE
CONSERVATION EASEMENT

26

27

L=277.00'
R=70.00'
DELTA=226°43'26"
CH=N26°17'59"W
DIST=128.52'

25

28

L=41.72'
R=42.00'
DELTA=056°54'27"
CH=N58°36'30"E
DIST=40.02'

24

29

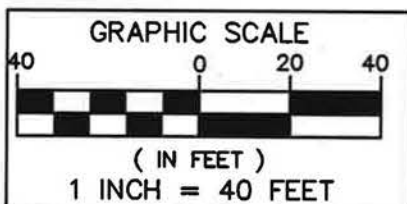
TENNYSON
COURT

N80°04'25"W 112.06'

47

23

30



WOODLAND/LANDSCAPE CONSERVATION EASEMENT



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

CONSULTING ENGINEERS

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

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 40'
DATE: 7-13-2015
JOB NO.: 12-009
DWG FILE: 12-009EE-PHI-CL
DRAWN BY: JWB
CHECK: CS
SHEET: 3 OF 4

MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 4

EXHIBIT B

ELEVEN MILE ROAD

(33' 1/2 WIDTH)

NORTH LINE OF SECTION 20 AND THE CENTERLINE OF ELEVEN MILE ROAD

NORTHEAST CORNER SECTION 20 T.1N., R.8E.

PROPOSED 43' 1/2 WIDTH RIGHT-OF-WAY

33' STATUTORY RIGHT-OF-WAY

N87°24'47"E 405.44'

105.91'

S02°28'56"E

WOODLAND/LANDSCAPE CONSERVATION EASEMENT

L=277.00'
R=70.00'
DELTA=226°43'26"
CH=N26°17'59"W
DIST=128.52'

TENNYSON COURT

L=41.72'
R=42.00'
DELTA=056°54'27"
CH=N58°36'30"E
DIST=40.02'

TENNYSON PARK

72.18'

S09°50'21"W

51.06'

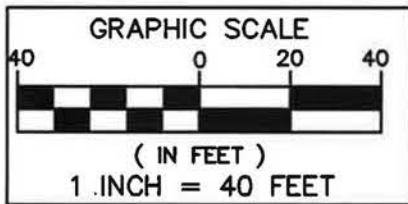
S17°46'39"W

N80°04'25"W 112.06'

47

46

MATCHLINE - SEE SHEET 3



WOODLAND/LANDSCAPE CONSERVATION EASEMENT



SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS

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

OBERLIN

SECTION 20, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 40'
DATE:	7-13-2015
JOB NO.:	12-009
DWG FILE:	12-009EE-PH1-CL
DRAWN BY:	JWB
CHECK:	CS
SHEET:	4 OF 4

**WOODLAND/WETLAND/OPEN SPACE
CONSERVATION EASEMENT
(Phase 1)**

THIS WOODLAND/WETLAND/OPEN SPACE CONSERVATION EASEMENT ("Conservation Easement") is made this 22nd day of August, 2016, by and between Pulte Homes of Michigan, LLC, a Michigan limited liability company whose address is 100 Bloomfield Hills Parkway, Suite 140, 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 Section 20 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 47-unit single family residential site condominium development ("Phase 1") on the Property ("Development"), subject to provision of an appropriate easement to permanently protect the woodlands, wetlands, wetland buffers and wooded wetland areas located thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Conservation Easement Areas (the "Easement Areas") situated on the Property are more particularly described on Exhibit B attached hereto and made a part hereof, which contains drawings 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 open space, woodlands, wetlands, wetland buffers and wooded wetland areas as shown on the attached and incorporated Exhibit B. Except for the Novi-Lyon drain, storm water drainage easement and improvements, and other easements or improvements shown on the approved final site plan, the Conservation 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 the Novi-Lyon drain, the storm water drainage easement and improvements, and other easements and improvements as set forth in the approved final site plan for the Development, there shall be no disturbance of the woodlands, wetlands, wetland buffers and wooded wetland areas and/or vegetation within the Easement Area, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and 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 Conservation Easement with the exception of plantings approved, in advance, by the City in accordance with the final site plan for the Development, as it may be amended and 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 Areas, 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 Areas 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 open space, woodlands, wetlands, wetland buffers and wooded wetland 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 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 unit in the Development, 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 Areas 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.

9. This 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. 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.

WITNESS:



GRANTOR

Pulte Homes of Michigan, LLC, a Michigan limited liability company

By: 

Its: Vice President of Finance

[signatures continue on following pages]

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 22nd day of August, 2016, by Kevin Christofferson, as the Vice President of Finance of Pulte Homes of Michigan, LLC a Michigan limited liability company, on its behalf.



Marcy Laird
Notary Public

Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 7.12.18

GRANTEE
CITY OF NOVI, a Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ and _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Drafted By:
Elizabeth K. Saarela, Esquire
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive Suite 250
Farmington Hills, Michigan 48331

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

Exhibit A to
Conservation Easement

Legal Description of Property

(see attached)

EXHIBIT A

Job No.: 12-009
"OBERLIN"

LEGAL DESCRIPTION SUBJECT PROPERTY – (PHASE 1)

A part of the Northeast 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the North 1/4 corner of said Section 20, for a POINT OF BEGINNING; thence North 87°24'47" East, 674.55 feet, along the North line of said Section 20 and the centerline of Eleven Mile Road, (said point being South 87°24'47" West, 1965.16 feet from the Northeast corner of said Section 20); thence South 02°28'56" East, 148.91 feet; thence South 09°50'21" West, 72.18 feet; thence South 17°46'39" West, 84.85 feet; thence South 12°46'22" West, 74.63 feet; thence South 02°28'56" East, 174.93 feet; thence South 08°31'29" East, 47.85 feet; thence South 22°02'41" East, 74.55 feet; thence South 16°30'45" East, 73.00 feet; thence South 03°34'08" East, 68.42 feet; thence South 05°31'28" West, 28.63 feet; thence South 22°54'37" West, 38.17 feet; thence South 16°51'35" West, 60.00 feet; thence North 73°08'25" West, 24.89 feet; thence South 16°51'35" West, 116.00 feet; thence South 61°27'40" East, 57.29 feet; thence South 42°36'09" East, 138.00 feet; thence North 50°39'14" East, 35.06 feet; thence North 29°41'25" East, 86.31 feet; thence 26.60 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 05°51'46" and a chord bearing and distance of South 45°18'09" East, 26.59 feet; thence South 30°01'02" West, 48.97 feet; thence South 31°48'59" West, 105.98 feet; thence South 02°47'55" East, 102.50 feet; thence South 87°12'05" West, 701.48 feet, to a point on the North and South 1/4 line of said Section 20, (said point being North 02°29'20" West, 1340.50 feet from the center of said Section 20); thence North 02°29'20" West, 1318.13 feet, along the North and South 1/4 line of said Section 20, to the Point of Beginning. All of the above containing 19.496 Acres. All of the above being subject to the rights of the public in Eleven Mile Road. All of the above being subject to easements, restrictions and right-of-ways of record. Tax I.D. No. 22-20-200-001 & 22-20-200-002

Exhibit B to
Conservation Easement

(see attached sketch and legal description)

EXHIBIT B

Job No. 12-009

"OBERLIN"

LEGAL DESCRIPTION

WOODLAND CONSERVATION EASEMENT AND WETLAND AND WOODLAND CONSERVATION EASEMENT

A Woodland Conservation Easement located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence South 02°29'20" East, 43.00 feet, along the North and South 1/4 line of said Section 20, for a POINT OF BEGINNING 'A'; thence North 87°24'47" East, 51.98 feet; thence South 01°56'41" East, 40.00 feet; thence South 00°58'30" West, 72.09 feet; thence South 13°52'26" West, 75.05 feet; thence South 02°28'56" East, 497.83 feet, for a POINT 'A'; thence South 84°59'36" West, 23.12 feet; thence South 57°49'22" West, 3.38 feet; thence North 02°29'20" West, 684.40 feet, to the Point of Beginning 'A'. All of the above containing 0.488 Acres.

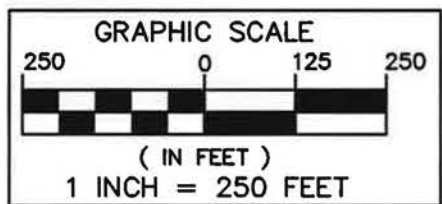
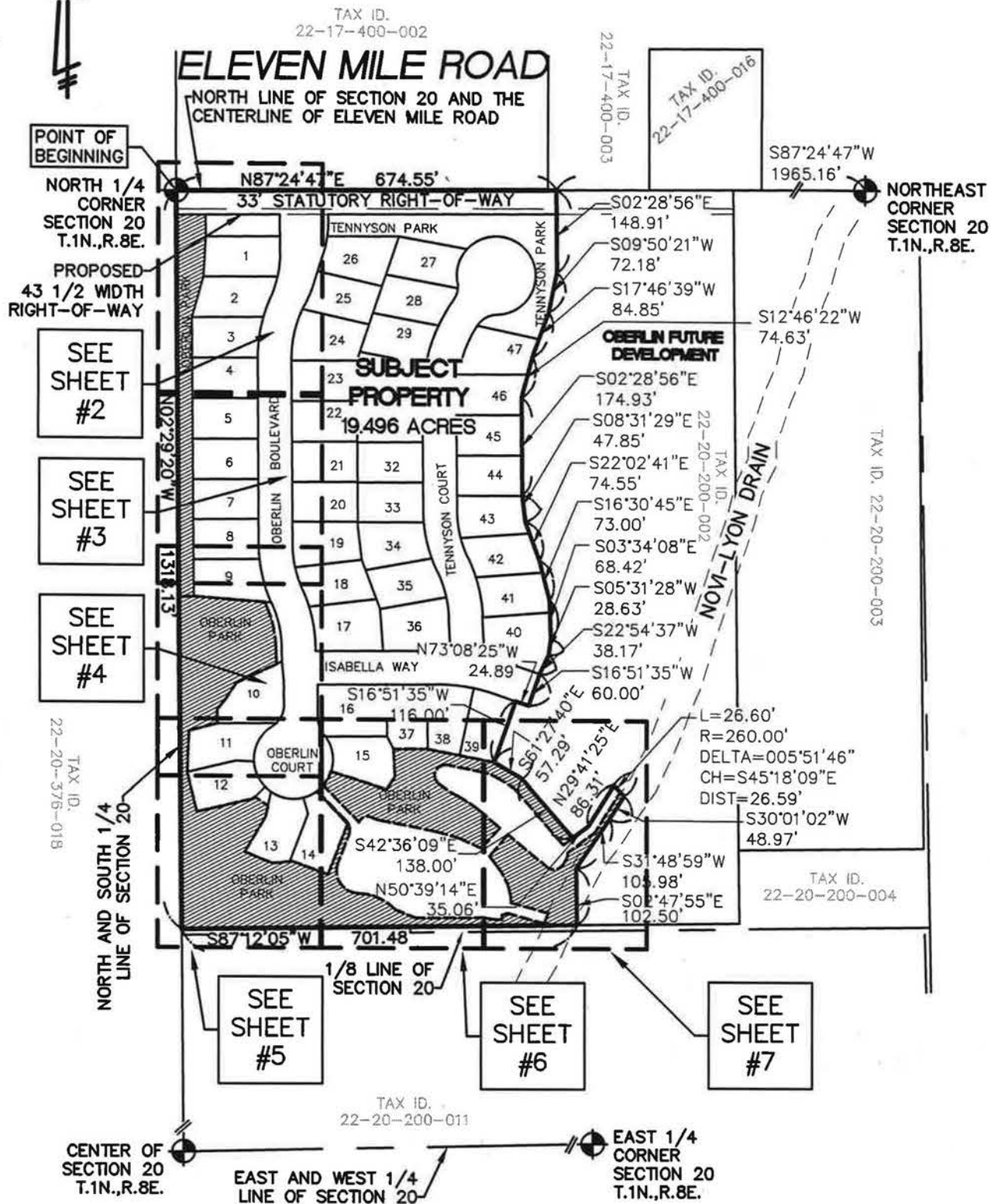
And also, a Wetland and Woodland Conservation Easement located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at said POINT 'A', for a POINT OF BEGINNING 'B'; thence South 87°42'52" East, 126.43 feet; thence South 25°28'26" East, 7.56 feet; thence 78.90 feet along a curve to the right, said curve having a radius of 190.00 feet, a central angle of 23°47'37" and a chord bearing and distance of South 14°22'44" East, 78.34 feet; thence 26.94 feet along a curve to the left, said curve having a radius of 440.00 feet, a central angle of 03°30'30" and a chord bearing and distance of South 04°14'11" East, 26.94 feet; thence South 62°49'06" West, 78.57 feet; thence South 31°05'21" West, 37.23 feet; thence South 37°42'21" West, 21.82 feet; thence South 02°28'56" East, 24.63 feet; thence South 72°59'33" West, 51.84 feet; thence South 00°16'52" West, 74.85 feet; thence South 15°34'22" East, 72.00 feet; thence North 74°25'38" East, 102.26 feet; thence North 43°42'56" East, 4.90 feet; thence South 56°57'19" East, 28.51 feet; thence South 09°46'50" West, 18.84 feet; thence South 28°22'26" West, 74.00 feet; thence South 69°49'49" East, 52.45 feet; thence North 82°19'44" East, 35.39 feet; thence South 71°49'59" East, 68.09 feet; thence North 18°52'47" East, 97.09 feet; thence North 45°24'12" West, 79.59 feet; thence 1.03 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of 00°50'37" and a chord bearing and distance of North 51°06'29" East, 1.03 feet; thence South 45°59'23" East, 73.87 feet; thence 24.23 feet along a curve to the right, said curve having a radius of 25.58 feet, a central angle of 54°16'12" and a chord bearing and distance of South 15°59'02" East, 23.33 feet; thence South 18°52'14" West, 56.42 feet; thence 76.63 feet along a curve to the right, said curve having a radius of 40.00 feet, a central angle of 109°45'55" and a chord bearing and distance of South 36°00'12" East, 65.44 feet; thence 73.21 feet along a curve to the right, said curve having a radius of 91.04 feet, a central angle of 46°04'22" and a chord bearing and distance of South 67°54'48" East, 71.25 feet; thence South 70°15'23" East, 39.12 feet; thence North 87°29'46" East, 119.76 feet; thence South 82°12'55" East, 20.49 feet; thence North 87°51'02" East, 13.59 feet; thence North 05°02'07" West, 8.69 feet; thence 9.94 feet along a curve to the left, said curve having a radius of 16.29 feet, a central angle of 34°56'32" and a chord bearing and distance of North 70°21'57" East, 9.78 feet; thence South 76°18'11" East, 68.23 feet; thence North 17°57'37" East, 20.06 feet; thence North 76°18'11" West, 68.02 feet; thence 23.11 feet along a curve to the left, said curve having a radius of 90.61 feet, a central angle of 14°36'39" and a chord bearing and distance of North 09°49'51" West, 23.04 feet; thence 48.18 feet along a curve to the left, said curve having a radius of 107.50 feet, a central angle of 25°40'42" and a chord bearing and distance of North 29°17'36" West, 47.78 feet; thence North 38°36'09" West, 22.30 feet, for a POINT 'B'; thence North 37°19'00" East, 51.07 feet; thence South 52°06'40" East, 90.96 feet; thence 32.34 feet along a curve to the left, said curve having a radius of 19.00 feet, a central angle of 97°31'58" and a chord bearing and distance of North 79°07'21" East, 28.58 feet; thence North 28°46'56" East, 9.60 feet; thence 14.02 feet along a curve to the left, said curve having a radius of 18.45

EXHIBIT B

feet, a central angle of $43^{\circ}32'48''$ and a chord bearing and distance of North $12^{\circ}44'01''$ East, 13.69 feet; thence North $50^{\circ}39'14''$ East, 61.22 feet; thence North $29^{\circ}41'25''$ East, 84.65 feet; thence 9.95 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of $02^{\circ}11'32''$ and a chord bearing and distance of South $47^{\circ}08'15''$ East, 9.95 feet; thence South $30^{\circ}01'02''$ West, 48.97 feet; thence South $31^{\circ}48'59''$ West, 105.98 feet; thence South $02^{\circ}47'55''$ East, 102.50 feet; thence South $87^{\circ}12'05''$ West, 701.48 feet, to a point on the North and South 1/4 line of said Section 20; thence North $02^{\circ}29'20''$ West, 590.72 feet, along the North and South 1/4 line of said Section 20, to the Point of Beginning 'B'.

And also, commencing at said POINT 'B'; thence North $47^{\circ}35'50''$ West, 20.30 feet, for a POINT OF BEGINNING 'C'; thence North $66^{\circ}57'10''$ West, 41.69 feet; thence North $75^{\circ}47'53''$ West, 42.01 feet; thence North $80^{\circ}46'01''$ West, 108.89 feet; thence South $71^{\circ}36'19''$ East, 8.21 feet; thence 29.55 feet along a curve to the left, said curve having a radius of 17.06 feet, a central angle of $99^{\circ}15'23''$ and a chord bearing and distance of South $71^{\circ}07'14''$ West, 26.00 feet; thence North $45^{\circ}59'23''$ West, 90.82 feet; thence 27.78 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of $22^{\circ}43'14''$ and a chord bearing and distance of North $27^{\circ}04'30''$ East, 27.58 feet; thence South $74^{\circ}20'33''$ East, 103.86 feet; thence North $31^{\circ}13'11''$ East, 27.10 feet; thence North $04^{\circ}48'15''$ West, 49.49 feet; thence North $87^{\circ}31'04''$ East, 60.29 feet; thence South $81^{\circ}03'00''$ East, 120.54 feet; thence South $61^{\circ}27'40''$ East, 57.29 feet; thence South $42^{\circ}36'09''$ East, 138.00 feet; thence South $50^{\circ}39'14''$ West, 21.03 feet; thence North $42^{\circ}36'09''$ West, 133.31 feet; thence North $61^{\circ}27'40''$ West, 32.23 feet; thence 35.59 feet along a curve to the left, said curve having a radius of 94.72 feet, a central angle of $21^{\circ}31'44''$ and a chord bearing and distance of North $71^{\circ}15'20''$ West, 35.38 feet; thence North $81^{\circ}03'00''$ West, 59.13 feet; thence 50.79 feet along a curve to the left, said curve having a radius of 19.00 feet, a central angle of $153^{\circ}08'51''$ and a chord bearing and distance of South $22^{\circ}22'35''$ West, 36.96 feet; thence 42.39 feet along a curve to the left, said curve having a radius of 213.94 feet, a central angle of $11^{\circ}21'05''$ and a chord bearing and distance of South $59^{\circ}52'23''$ East, 42.32 feet; thence 36.94 feet along a curve to the right, said curve having a radius of 157.52 feet, a central angle of $13^{\circ}26'16''$ and a chord bearing and distance of South $58^{\circ}49'48''$ East, 36.86 feet; thence South $52^{\circ}06'40''$ East, 54.22 feet; thence South $39^{\circ}20'59''$ West, 49.48 feet to the Point of Beginning 'C'. All of the above containing 3.11 Acres.

EXHIBIT B



SUBJECT PROPERTY & SHEET INDEX

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

OBERLIN
 SECTION 20, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 250'
DATE:	7-20-2015
JOB NO.:	12-009
DWG FILE:	12-009EE-PH1-WD
DRAWN BY:	JWB
CHECK:	CS
SHEET:	1 OF 8

EXHIBIT B

ELEVEN MILE ROAD

(33' 1/2 WIDTH)

NORTH 1/4
CORNER
SECTION 20
T.1N.,R.8E.

S02°29'20"E
43.00'

P.O.B. 'A'

N87°24'47"E
51.98'

NORTH LINE OF SECTION 20 AND THE
CENTERLINE OF ELEVEN MILE ROAD
PROPOSED 43' 1/2 WIDTH
RIGHT-OF-WAY

33' STATUTORY RIGHT-OF-WAY

NORTH AND SOUTH 1/4 LINE OF SECTION 20

N02°29'20"W
684.40'

OBERLIN PARK

1

WOODLAND CONSERVATION
EASEMENT

2

OBERLIN
BLVD.

25

3

24

4

23

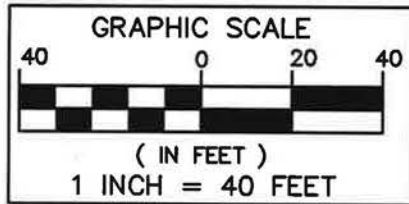
S02°28'56"E
497.83'

S00°58'30"W
72.09'

S13°52'26"W
75.05'

S01°56'41"E
40.00'

MATCHLINE - SEE SHEET 3



WOODLAND CONSERVATION EASEMENT



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

CONSULTING ENGINEERS

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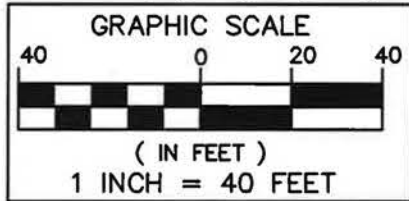
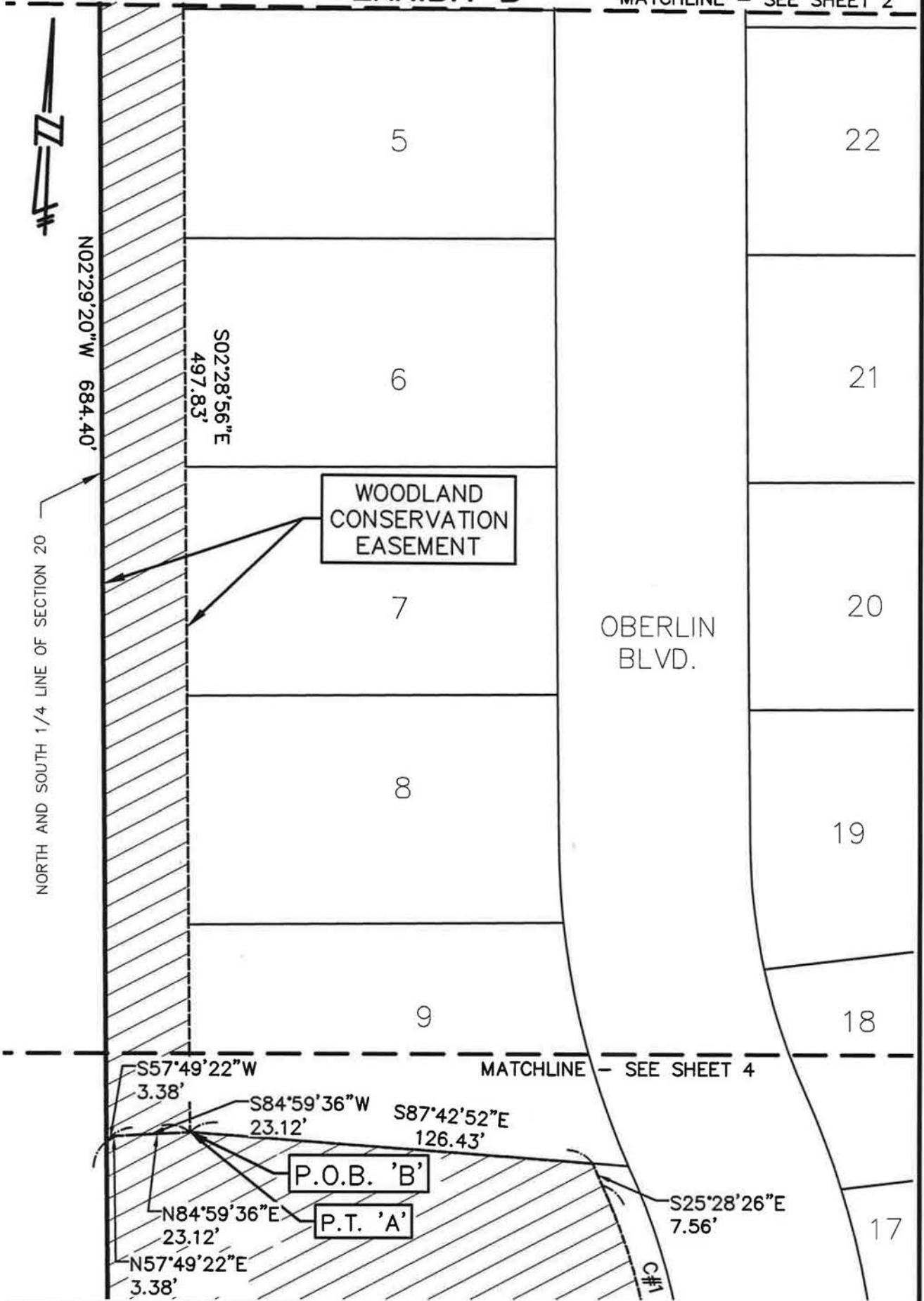
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SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 40'
DATE:	7-20-2015
JOB NO.:	12-009
DWG FILE:	12-009EE-PHI-WD
DRAWN BY:	JWB
CHECK:	CS
SHEET:	2 OF 8

EXHIBIT B

MATCHLINE - SEE SHEET 2



SEE SHEET 8 FOR
CURVE AND LINE TABLE

WOODLAND CONSERVATION EASEMENT



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

CONSULTING ENGINEERS

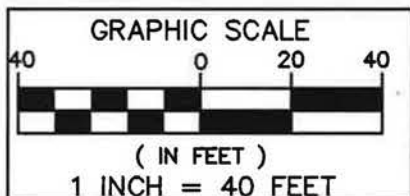
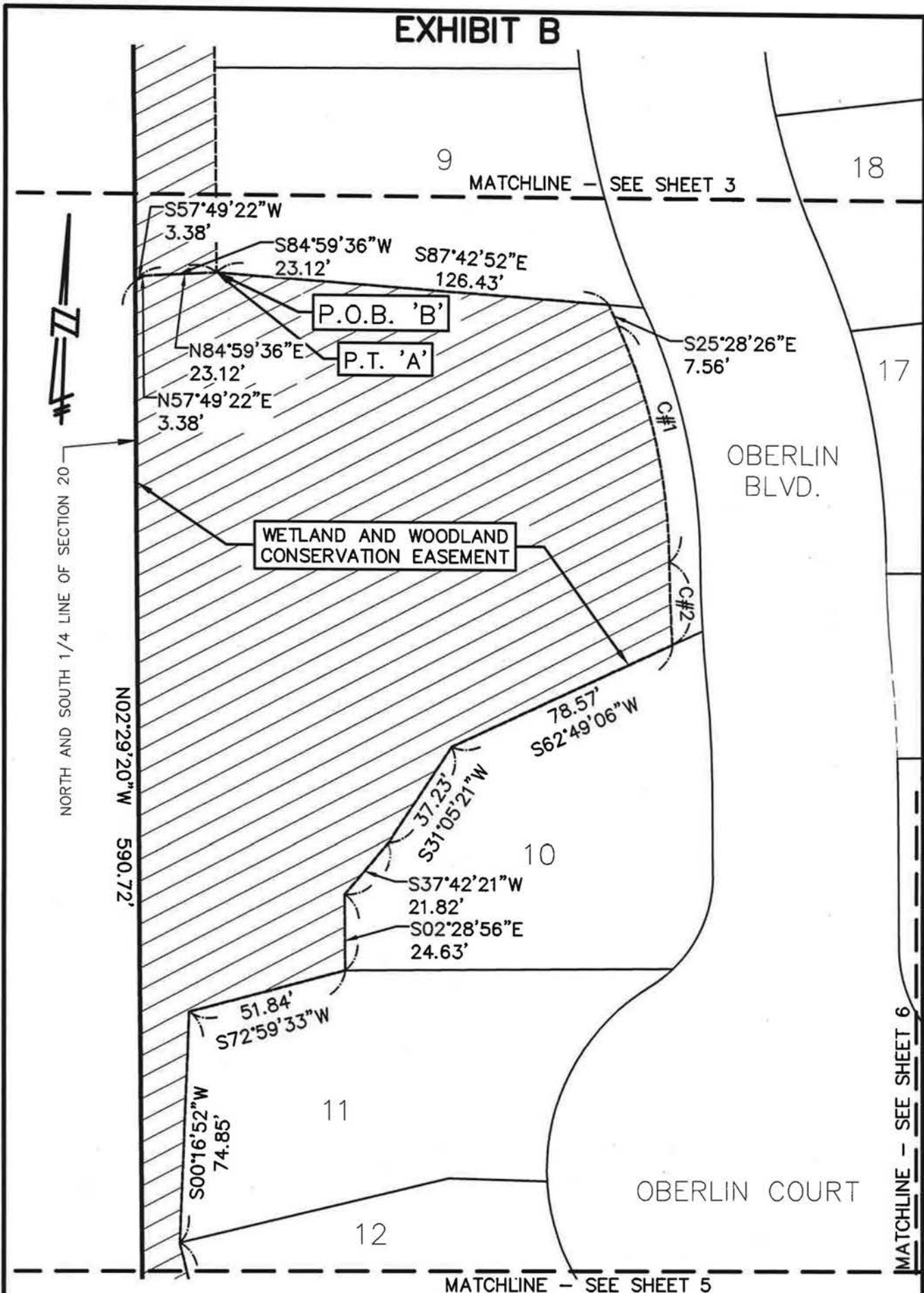
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PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 40'
DATE: 7-20-2015
JOB NO.: 12-009
DWG FILE: 12-009EE-PH1-WD
DRAWN BY: JWb
CHECK: CS
SHEET: 3 OF 8

EXHIBIT B



SEE SHEET 8 FOR
CURVE AND LINE TABLE

WETLAND AND WOODLAND CONSERVATION EASEMENT



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

CONSULTING ENGINEERS

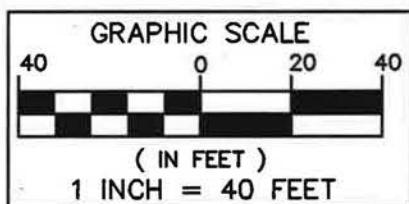
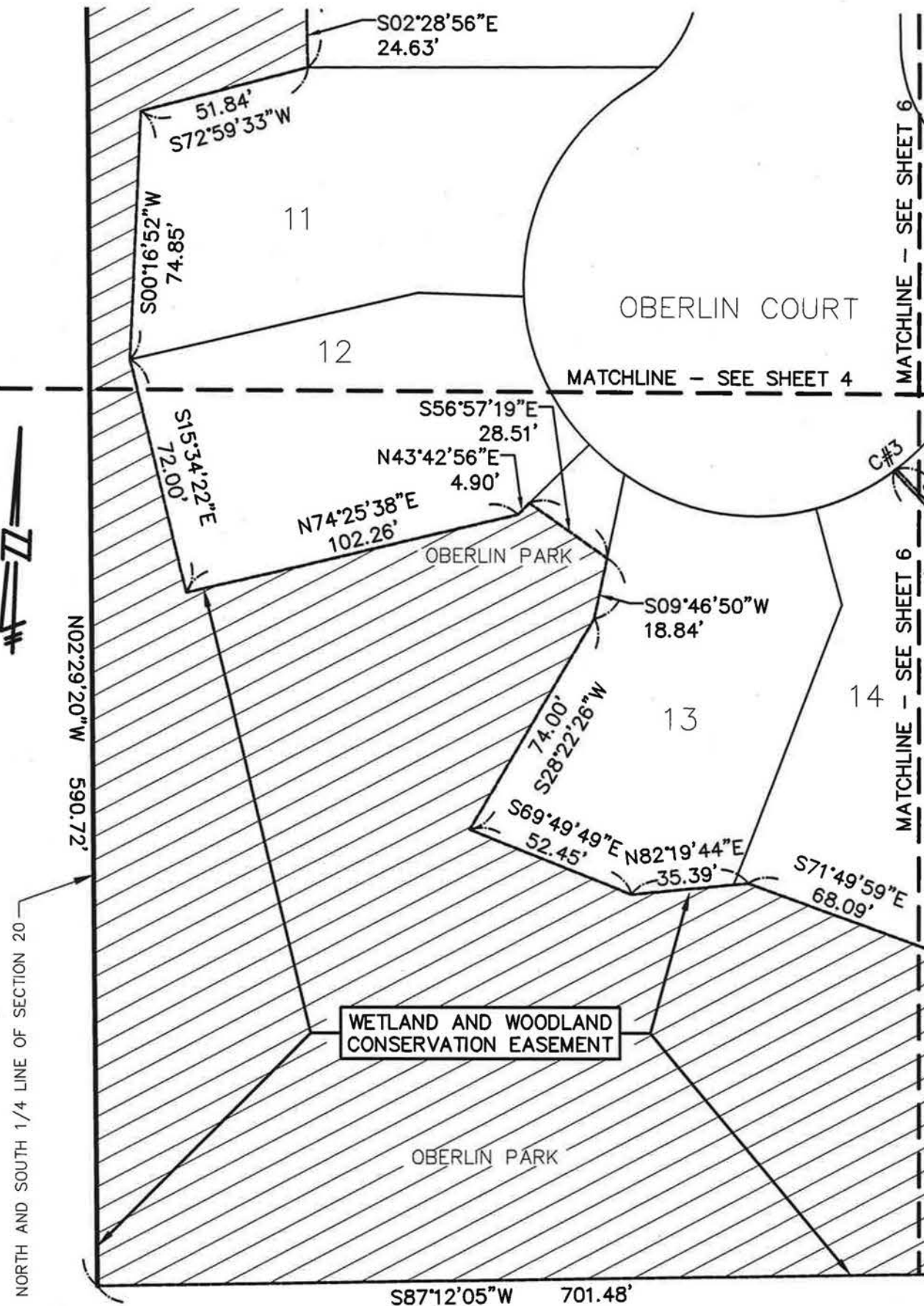
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PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 40'
DATE: 7-20-2015
JOB NO.: 12-009
DWG FILE: 12-009EE-PH1-WD
DRAWN BY: JWB
CHECK: CS
SHEET: 4 OF 8

EXHIBIT B



SEE SHEET 8 FOR
CURVE AND LINE TABLE

WETLAND AND WOODLAND CONSERVATION EASEMENT



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

CONSULTING ENGINEERS

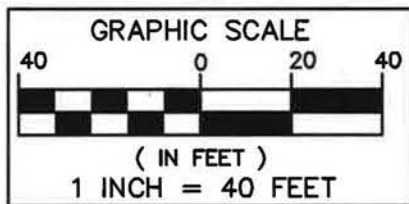
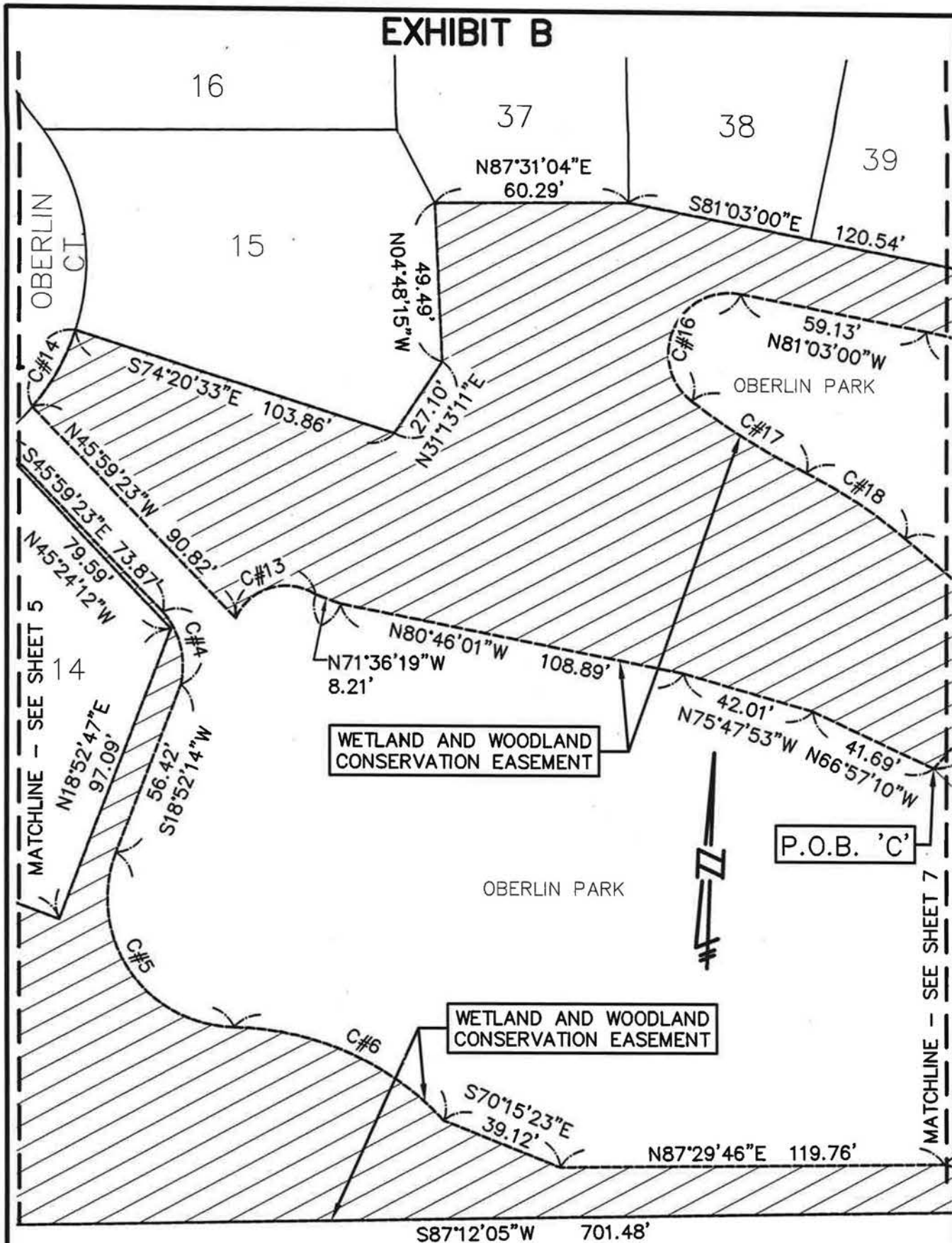
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OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 40'
 DATE: 7-20-2015
 JOB NO.: 12-009
 DWG FILE: 12-009EE-PH1-WD
 DRAWN BY: JWb
 CHECK: CS
 SHEET: 5 OF 8

EXHIBIT B



SEE SHEET 8 FOR
CURVE AND LINE TABLE

WETLAND AND WOODLAND CONSERVATION EASEMENT



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

CONSULTING ENGINEERS

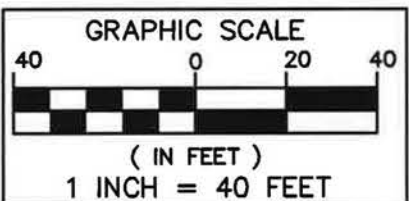
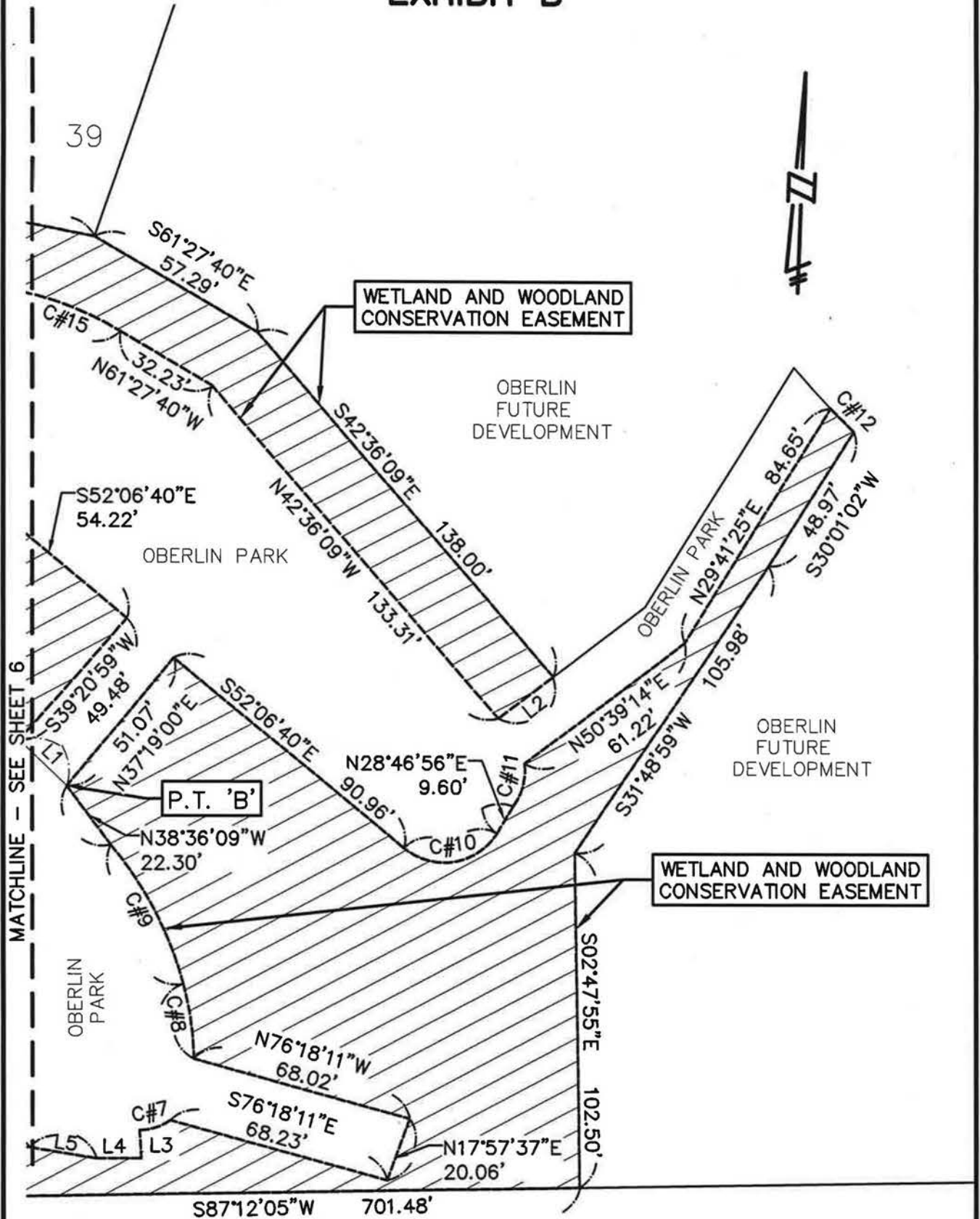
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CHECK: CS
SHEET: 6 OF 8

EXHIBIT B



SEE SHEET 8 FOR
CURVE AND LINE TABLE

WETLAND AND WOODLAND CONSERVATION EASEMENT

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

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DRAWN BY:	JWB
CHECK:	CS
SHEET:	7 OF 8

EXHIBIT B

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#1	78.90	190.00	023°47'37"	S14°22'44"E	78.34'
C#2	26.94	440.00	003°30'30"	S04°14'11"E	26.94'
C#3	1.03	70.00	000°50'37"	N51°06'29"E	1.03'
C#4	24.23	25.58	054°16'12"	S15°59'02"E	23.33'
C#5	76.63	40.00	109°45'55"	S36°00'12"E	65.44'
C#6	73.21	91.04	046°04'22"	S67°54'48"E	71.25'
C#7	9.94	16.29	034°56'32"	N70°21'57"E	9.78'
C#8	23.11	90.61	014°36'39"	N09°49'51"W	23.04'
C#9	48.18	107.50	025°40'42"	N29°17'36"W	47.78'
C#10	32.34	19.00	097°31'58"	N79°07'21"E	28.58'
C#11	14.02	18.45	043°32'48"	N12°44'01"E	13.69'
C#12	9.95	260.00	002°11'32"	S47°08'15"E	9.95'
C#13	29.55	17.06	099°15'23"	S71°07'14"W	26.00'
C#14	27.76	70.00	022°43'14"	N27°04'30"E	27.58'
C#15	35.59	94.72	021°31'44"	N71°15'20"W	35.38'
C#16	50.79	19.00	153°08'51"	S22°22'35"W	36.96'
C#17	42.39	213.94	011°21'05"	S59°52'23"E	42.32'
C#18	36.94	157.52	013°26'16"	S58°49'48"E	36.86'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N47°35'50"W	20.30'
L2	S50°39'14"W	21.03'
L3	N05°02'07"W	8.69'
L4	N87°51'02"E	13.59'
L5	S82°12'55"E	20.49'

WETLAND AND WOODLAND CONSERVATION EASEMENT



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

CONSULTING ENGINEERS

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

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	NO SCALE
DATE:	7-20-2015
JOB NO.:	12-009
DWG FILE:	12-009EE-PH1-WD
DRAWN BY:	JWB
CHECK:	CS
SHEET:	8 OF 8

**OPEN SPACE PRESERVATION EASEMENT
(Phases 2 and 3)**

THIS OPEN SPACE PRESERVATION EASEMENT ("Preservation Easement") is made this 22nd day of August, 2016, by and between Pulte Homes of Michigan, LLC, a Michigan limited liability company whose address is 100 Bloomfield Hills Parkway, Suite 140, 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" or "City").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section 20 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof ("Phases 2 and 3" or the "Property"). Grantor has received final site plan approval for construction of a 47-unit single family residential site condominium development ("Phase 1") adjacent to Phases 2 and 3 using the Open Space Preservation Option ("Development"), subject to provision of an appropriate easement to permanently protect the open space areas located on Phases 2 and 3, which are expected to be the area of future development of the Development. Grantor desires to grant such an easement in order to protect such areas.

B. The open space areas (the "Easement Areas") situated on the Property are more particularly described on Exhibit B attached hereto and made a part hereof, which contains drawings 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 Preservation 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 Grantee, the Grantor and purchasers of the Property and their respective heirs, successors, assigns and/or transferees.

1. The purpose of this Preservation Easement is to protect the Easement Areas (as may be modified in accordance with the approved site plans with respect to all or a portion of the Property) as areas qualifying as "Open Space" in accordance with the Open Space Preservation Option. Unless otherwise set forth in the approved site plans, or as set forth in Section 2 below, with respect to all or any portion of the Phases 2 and 3, the Easement Areas shall be perpetually preserved as open space areas, including, but not limited to, as woodlands/wetlands, parks, playgrounds, fields, walking trails, nature areas and other approved uses as permitted in accordance with the Open Space Preservation Option.

2. Notwithstanding anything to the contrary in this Agreement, Grantor retains the right to enter certain portions of the Easement Area to conduct construction activities associated with the development of Phases 2 and 3 as set forth in the approved site plan and permits issued for Phases 2 and 3, including without limitation installation of utilities, paving, landscaping, woodland replacement, grading (cut and fill), and to fulfill requirements of applicable governmental authorities including FEMA, the MDEQ and the City related to wetlands and flood plain requirements, and the right to perform work within the floodplain and wetland areas in accordance with such approvals and permits.

3. Grantor initially, and thereafter the association of co-owners responsible for the administration of the Development on the portion of the Property in which one or more of the Easement Areas are located ("Association"), shall maintain and repair the Easement Areas in the condition required by the approved site plan, including but not limited to maintenance of landscaped areas and amenities, if any, therein.

4. This Preservation 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 Areas, 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 Areas to determine whether the Easement Area is being maintained in compliance with the terms of the Preservation 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 open space 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 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 unit in the Development, 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. This 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).

7. In the event the approved site plan for Phases 2 and 3 provides for (a) the granting of a conservation easement to the Michigan Department of Environmental Quality ("MDEQ") over a portion of the Easement Area, (b) a wetland preservation easement to the City over a portion of the Easement Area, or (c) a woodland preservation easement to the City over a portion of the Easement Area, then upon City approval of such other easements and recording, this Preservation Easement and the Easement Area shall be subject to such other easements.

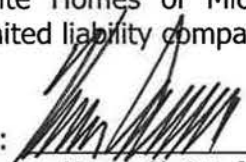
8. This Preservation Easement shall run with the Property and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective transferees, successors and assigns. Any assignment shall be pursuant to an assignment and assumption agreement recorded in the Oakland County Records. 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.

WITNESS:

GRANTOR

Pulte Homes of Michigan, LLC, a Michigan limited liability company

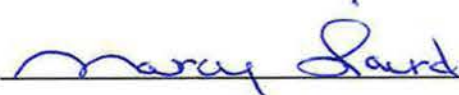


By: 
Kevin Christofferson
Its: Vice President of Finance

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 22nd day of August, 2016, by Kevin Christofferson, as the Vice President of Finance of Pulte Homes of Michigan, LLC a Michigan limited liability company, on its behalf.





Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 7.12.18

[signatures continue on following page]

GRANTEE
CITY OF NOVI
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____ on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Drafted By:
Elizabeth K. Saarela, Esquire
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive Suite 250
Farmington Hills, Michigan 48331

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

Exhibit A to
Preservation Easement

Legal Description of Property (Phase 2)

(see attached)

EXHIBIT A

Job No.: 12-009
"OBERLIN"

LEGAL DESCRIPTION FUTURE DEVELOPMENT

A part of the Northeast 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the North 1/4 corner of said Section 20; thence North $87^{\circ}24'47''$ East, 674.55 feet, along the North line of said Section 20 and the centerline of Eleven Mile Road, for a POINT OF BEGINNING; thence continuing North $87^{\circ}24'47''$ East, 314.95 feet, along the North line of said Section 20 and the centerline of said Eleven Mile Road, (said point being South $87^{\circ}24'47''$ West, 1651.21 feet from the Northeast corner of said Section 20); thence South $02^{\circ}30'48''$ East, 1314.47 feet; thence South $87^{\circ}12'05''$ West, 288.59 feet; thence North $02^{\circ}47'55''$ West, 102.50 feet; thence North $31^{\circ}48'59''$ East, 105.98 feet; thence North $30^{\circ}01'02''$ East, 48.97 feet; thence 26.60 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of $05^{\circ}51'46''$ and a chord bearing and distance of North $45^{\circ}18'09''$ West, 26.59 feet; thence South $29^{\circ}41'25''$ West, 86.31 feet; thence South $50^{\circ}39'14''$ West, 35.06 feet; thence North $42^{\circ}36'09''$ West, 138.00 feet; thence North $61^{\circ}27'40''$ West, 57.29 feet; thence North $16^{\circ}51'35''$ East, 116.00 feet; thence South $73^{\circ}08'25''$ East, 24.89 feet; thence North $16^{\circ}51'35''$ East, 60.00 feet; thence North $22^{\circ}54'37''$ East, 38.17 feet; thence North $05^{\circ}31'28''$ East, 28.63 feet; thence North $03^{\circ}34'08''$ West, 68.42 feet; thence North $16^{\circ}30'45''$ West, 73.00 feet; thence North $22^{\circ}02'41''$ West, 74.55 feet; thence North $08^{\circ}31'29''$ West, 47.85 feet; thence North $02^{\circ}28'56''$ West, 174.93 feet; thence North $12^{\circ}46'22''$ East, 74.63 feet; thence North $17^{\circ}46'39''$ East, 84.85 feet; thence North $09^{\circ}50'21''$ East, 72.18 feet; thence North $02^{\circ}28'56''$ West, 148.91 feet, to the Point of Beginning. All of the above containing 10.413 Acres. All of the above being subject to the rights of the public in Eleven Mile Road. All of the above being subject to easements, restrictions and right-of-ways of record.

EXHIBIT B

Job No. 12-009

“OBERLIN”

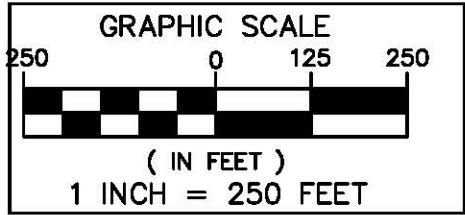
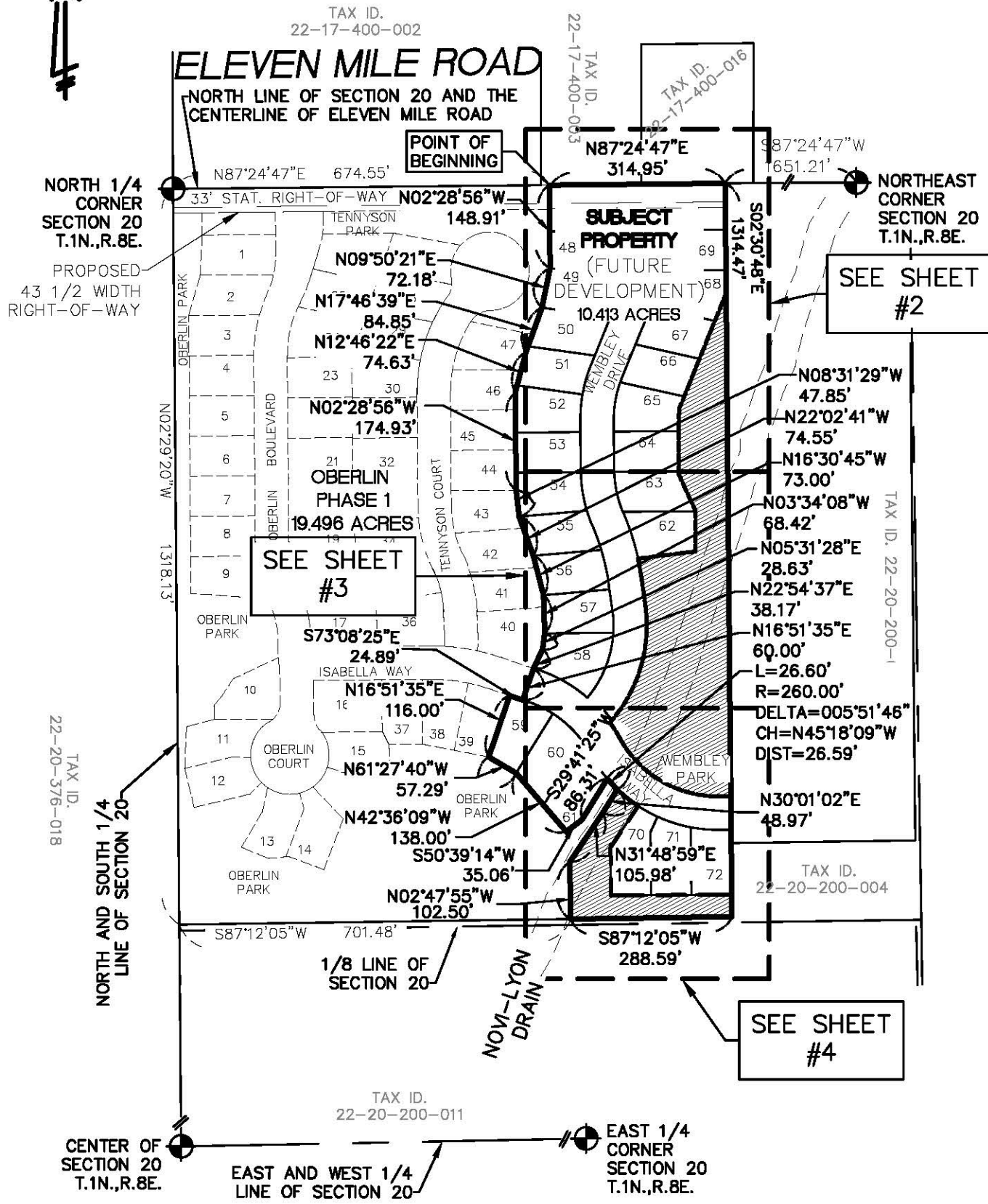
LEGAL DESCRIPTION

OPEN SPACE EASEMENT

An Open Space Easement located in a part of the Northeast 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence North $87^{\circ}24'47''$ East, 989.50 feet along the North line of said Section 20 and the centerline of Eleven Mile Road; thence South $02^{\circ}30'48''$ East, 196.59 feet, for a POINT OF BEGINNING 'A'; thence continuing South $02^{\circ}30'48''$ East, 901.87 feet, for a reference POINT 'A'; thence South $87^{\circ}27'14''$ West, 21.36 feet; thence 216.20 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of $61^{\circ}56'13''$ and a chord bearing and distance of North $61^{\circ}34'39''$ West, 205.83 feet; thence 32.93 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of $07^{\circ}15'24''$ and a chord bearing and distance of North $34^{\circ}14'15''$ West, 32.91 feet; thence 226.15 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of $49^{\circ}50'13''$ and a chord bearing and distance of North $14^{\circ}52'29''$ East, 219.09 feet; thence North $10^{\circ}02'37''$ West, 46.30 feet; thence 39.21 feet along a curve to the left, said curve having a radius of 480.00 feet, a central angle of $04^{\circ}40'49''$ and a chord bearing and distance of North $12^{\circ}23'02''$ West, 39.20 feet; thence North $80^{\circ}54'27''$ East, 103.93 feet; thence North $01^{\circ}37'52''$ West, 72.01 feet; thence North $26^{\circ}26'13''$ West, 72.70 feet; thence North $02^{\circ}28'56''$ West, 77.57 feet; thence North $00^{\circ}24'07''$ West, 39.82 feet; thence North $20^{\circ}06'18''$ East, 223.99 feet, to the Point of Beginning 'A'.

And also, commencing at said reference POINT 'A'; thence South $02^{\circ}30'48''$ East, 176.00 feet, for a POINT OF BEGINNING 'B'; thence continuing South $02^{\circ}30'48''$ East, 40.02 feet; thence South $87^{\circ}12'05''$ West, 288.59 feet; thence North $02^{\circ}47'55''$ West, 102.50 feet; thence North $31^{\circ}48'59''$ East, 105.98 feet; thence North $30^{\circ}01'02''$ East, 48.97 feet; thence 47.40 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of $10^{\circ}26'42''$ and a chord bearing and distance of South $53^{\circ}27'23''$ East, 47.33 feet; thence South $31^{\circ}36'35''$ West, 88.83 feet; thence South $02^{\circ}32'46''$ East, 86.60 feet; thence North $87^{\circ}27'14''$ East, 216.03 feet, to the Point of Beginning 'B'. All of the above containing 2.785 Acres.

EXHIBIT B



SUBJECT PROPERTY & SHEET INDEX



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

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

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 250'
DATE:	03-29-2016
JOB NO.:	12-009
DWG FILE:	12-009PH2-OPEN
DRAWN BY:	DFR
CHECK:	GN
SHEET:	1 OF C

EXHIBIT B

ELEVEN MILE ROAD

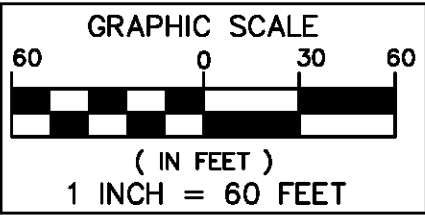
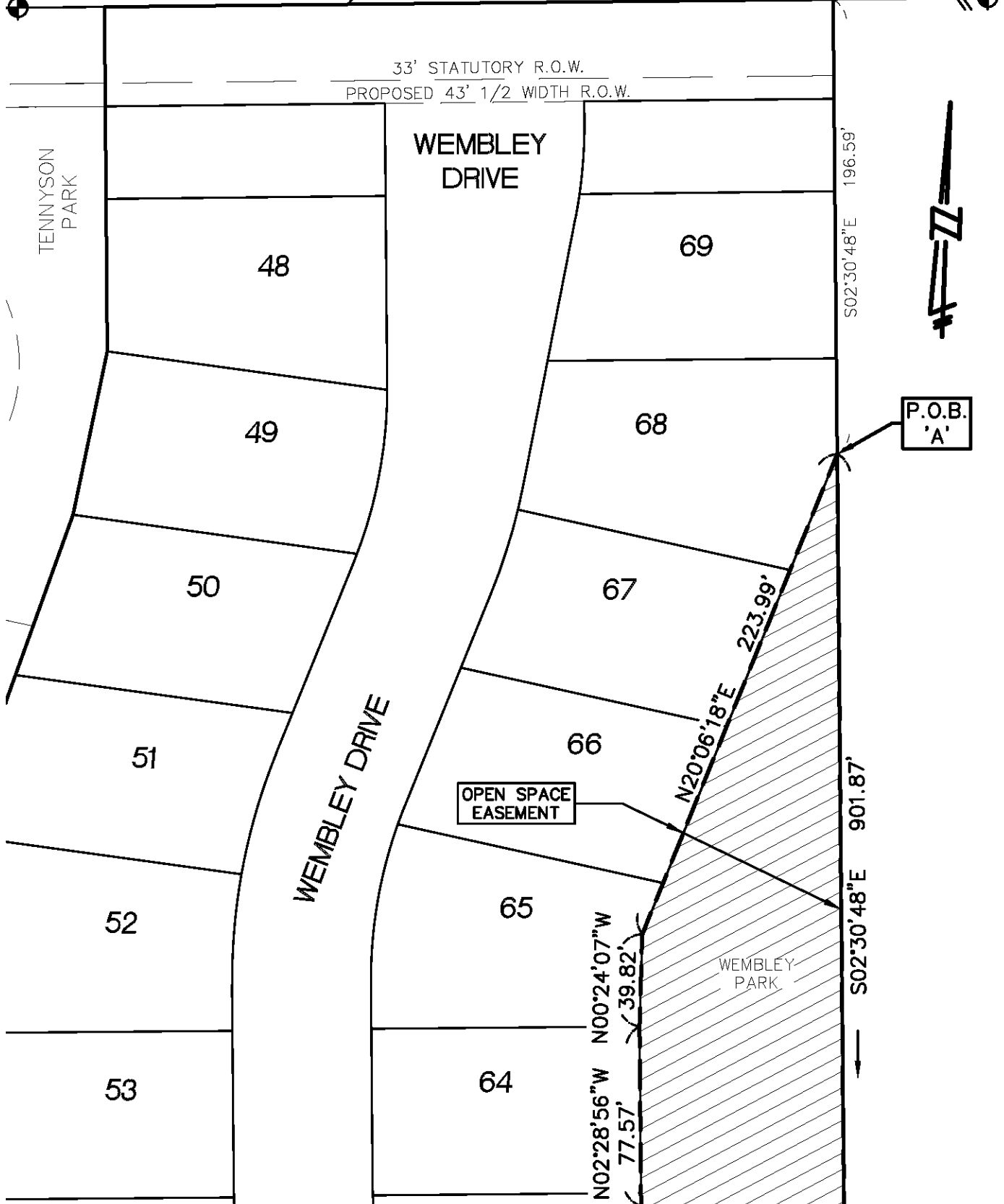
NORTH 1/4
CORNER
SECTION 20
T.1N.,R.8E.

NORTHEAST
CORNER
SECTION 20
T.1N.,R.8E.

NORTH LINE OF SECTION 20 AND
THE CENTERLINE OF ELEVEN MILE ROAD

N87°24'47"E 989.50'

33' STATUTORY R.O.W.
PROPOSED 43' 1/2 WIDTH R.O.W.



OPEN SPACE EASEMENT



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

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
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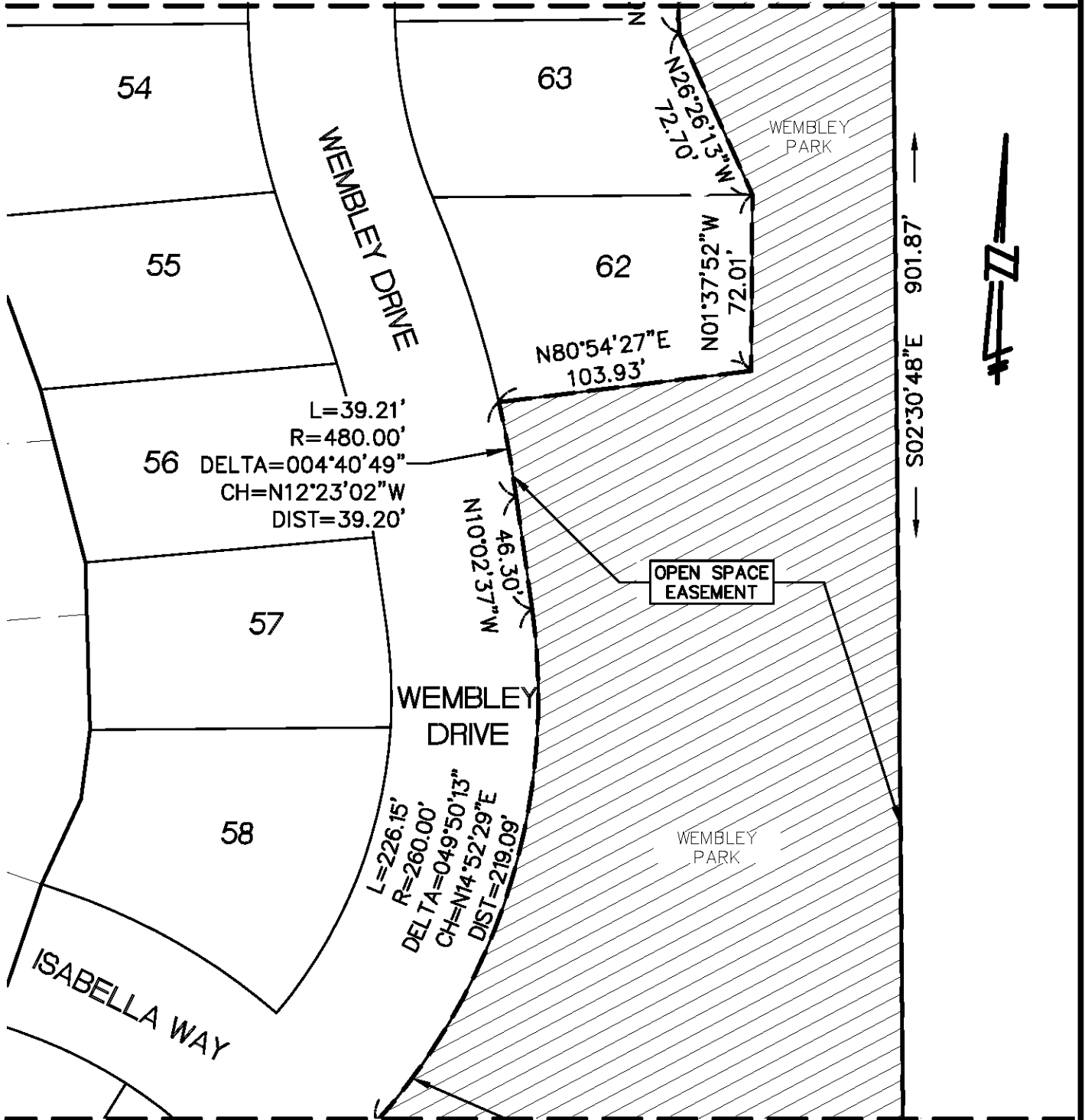
OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

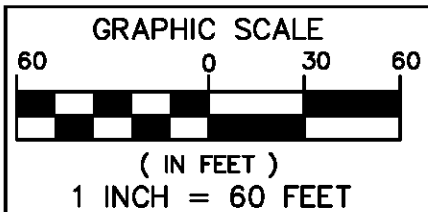
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DATE:	03-29-2016
JOB NO.:	12-009
DWG FILE:	12-009PH2-OPEN
DRAWN BY:	DFR
CHECK:	GN
SHEET:	2 OF 4

EXHIBIT B

MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 4



OPEN SPACE EASEMENT



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

CONSULTING ENGINEERS

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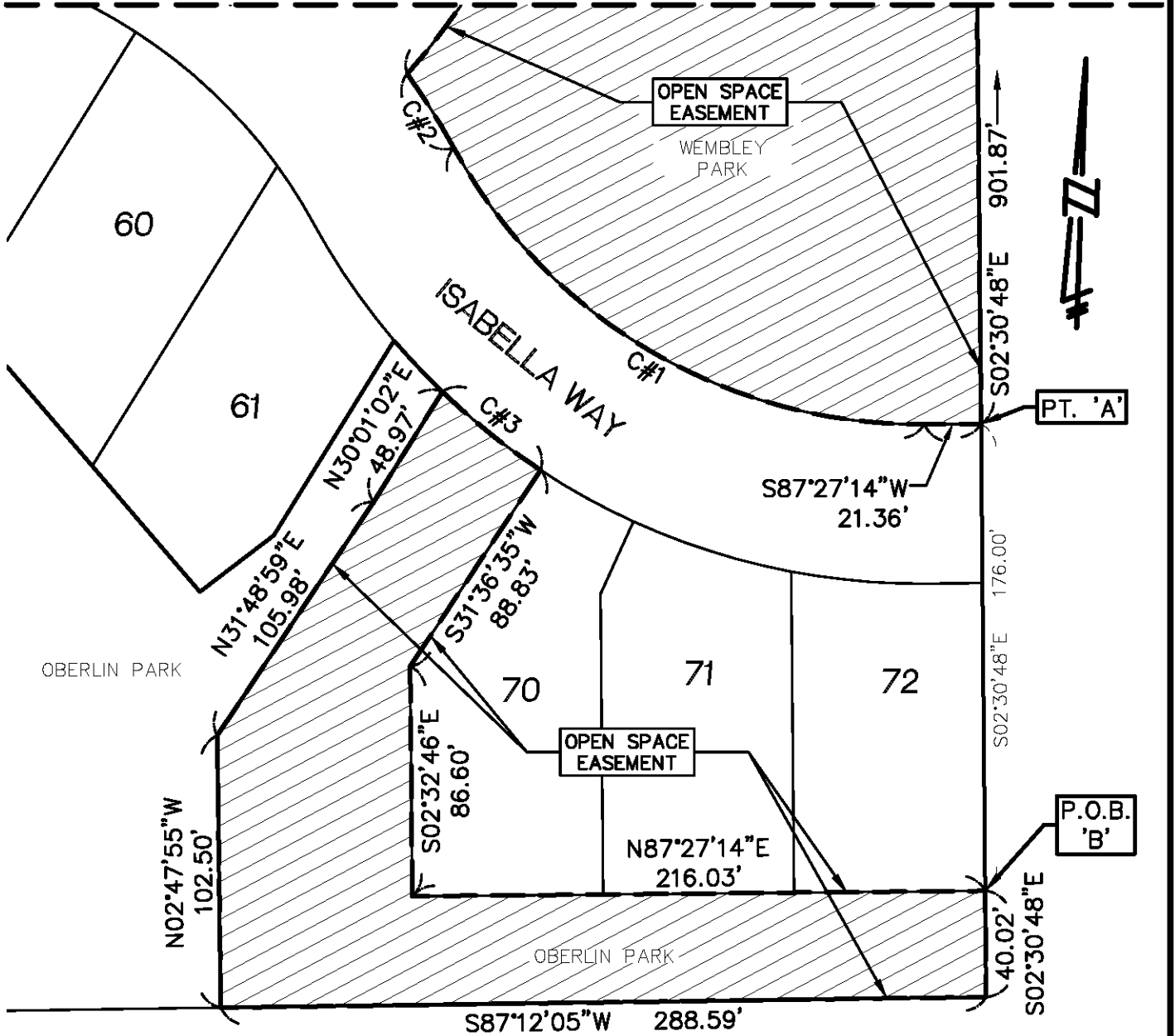
OBERLIN

SECTION 20, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

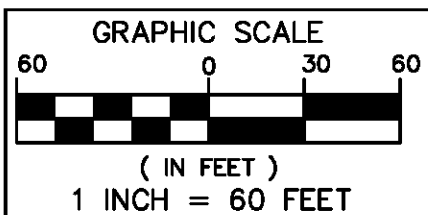
SCALE:	1" = 60'
DATE:	03-29-2016
JOB NO.:	12-009
DWG FILE:	12-009PH2-OPEN
DRAWN BY:	DFR
CHECK:	GN
SHEET:	3 OF 4

EXHIBIT B

MATCHLINE - SEE SHEET 3



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#1	216.20'	200.00'	061°56'13"	N61°34'39"W	205.83'
C#2	32.93'	260.00'	007°15'24"	N34°14'15"W	32.91'
C#3	47.40'	260.00'	010°26'42"	S53°27'23"E	47.33'



OPEN SPACE EASEMENT



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

CONSULTING ENGINEERS

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PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

OBERLIN

SECTION 20, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 60'
DATE: 03-29-2016
JOB NO.: 12-009
DWG FILE: 12-009PH2-OPEN
DRAWN BY: DFR
CHECK: GN
SHEET: 4 OF 4