



CITY of NOVI CITY COUNCIL

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**Agenda Item H
August 13, 2007**

SUBJECT: Acceptance of the Fourth Conservation Easement for the Island Lake of Novi Community from TOLL MI II Limited Partnership, located on the west side of Wixom Road and north of Ten Mile Road, covering 25.502 acres of woodlands and wetlands.

SUBMITTING DEPARTMENT: Community Development Department - Planning *Baird*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

In February 1998, the City Council entered into the Harvest Lake of Novi Residential Unit Development Agreement. The First Amendment of the Agreement changed the name of the agreement to the Island Lake of Novi Residential Development Agreement. The Agreement and subsequent amendments required certain areas of the 797 acre development to be placed in conservation easements, including the surface of Island Lake. A total of 334.4 acres was previously placed in conservation easements as follows: First Conservation Easement 15.62 acres July 2000, Second Conservation Easement 309.79 acres September 2002 and the Third Conservation Easement 26.5 acres December 2006.

The Fourth Conservation Easement covers an additional 25.502 acres in four areas of the development as follows: Island Lake Orchards, Island Lake South, Island Lake East Arbors and on an unplatted parcel east of Island Lake East Arbors. Including this easement, a total of 359.9 acres of the development will be in a conservation easement. This represents 45.2% of the total development. Exhibit C graphically depicts the development and the areas included in the Fourth Conservation Easement being preserved. The easement includes woodlands and wetlands.

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

RECOMMENDED ACTION: Acceptance of the Fourth Conservation Easement for the Island Lake of Novi Community from TOLL MI II Limited Partnership , located on the west side of Wixom Road and north of Ten Mile Road, covering 25.502 acres of woodlands and wetlands.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

City Attorney Review Letter



July 17, 2007

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-
3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

Barb McBeth, Deputy Community Development Director
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375

**Re: Island Lake of Novi
Fourth Conservation Easement (Phase 3D)
Our File No. 660022 NOVI**

Dear Ms. McBeth:

We have received and reviewed a revised version of the Fourth Conservation Easement for the Island Lake of Novi Development. We previously approved the proposed Fourth Conservation Easement on May 21, 2007. Subsequent to our last review letter, Tim Schmitt determined that additional legal descriptions should be added to the document to reflect the appropriate rendition of the area north of Island Lake South Harbor. The revised version also reflects the expansion of the Island Lake Orchards Condominium. The revisions are set forth in Exhibit C, Sheet 1.

Additional language has been added to reflect the revised locations. Subject to Planning approval of the changed locations within the exhibits, all legal issues with respect to the terms of the Conservation Easement set forth in our Review Reports dated December 26, 2006 and April 10, 2006 have been satisfactorily addressed. The issue of acceptance of the proposed Fourth Conservation Easement may be placed on an upcoming City Council Agenda for approval.

Once approved and executed by the Mayor, the Developer would like to record the Fourth Conservation Easement. We have enclosed two originals with the City Clerk's copy of this letter for signature. Once executed, the Clerk's Office should return one original to my attention and we will follow-up with the Developer regarding recording.

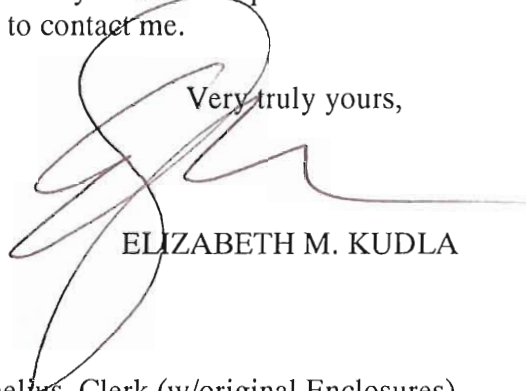
Barb McBeth, Deputy Community Development Director

July 17, 2007

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Should you have any additional questions or concerns in regard to this matter, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Elizabeth M. Kudla', written over a light gray rectangular background.

ELIZABETH M. KUDLA

EMK

Enclosures

cc: Maryanne Cornelius, Clerk (w/original Enclosures)
John Freeland, ECT (w/ Enclosures)
George W. Day, Esquire (w/o Enclosures)
Thomas R. Schultz, Esquire (w/o Enclosures)

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Conservation Easement and Exhibits

FOURTH CONSERVATION EASEMENT

ISLAND LAKE OF NOVI COMMUNITY

THIS FOURTH CONSERVATION EASEMENT ("Conservation Easement") is made this _____ day of _____, 2007, by and between TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 27333 Meadowbrook Road, Suite 200, Novi, Michigan 48377 (hereinafter referred to as "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (hereinafter referred to as "Grantee").

RECITATIONS:

A. Grantor has acquired land located in the City of Novi in Sections 18, 19 and 20, Town 1 North, Range 8 East, for the purpose of establishing residential communities featuring attached and detached dwelling units within an area comprising approximately 797 acres. Grantor has received approval from the Grantee to develop this land pursuant to Section 2404 of the City of Novi Zoning Ordinance, and under the terms of the Harvest Lake of Novi Residential Unit Development Agreement dated February 9, 1998 and recorded at Liber 18279, Pages 716 through 855, Oakland County Records (the "RUD Agreement"), as amended by the Harvest Lake of Novi First Amendment of Residential Unit Development Agreement dated July 22, 1999 and recorded at Liber 20818, Pages 15 through 40, Oakland County Records. (Grantor has changed the name of the Harvest Lake of Novi Residential Unit Development to "The Island Lake of Novi Residential Unit Development" with Grantee's approval as permitted by the First Amendment to the RUD Agreement.) The Island Lake of Novi Residential Unit Development ("Island Lake of Novi RUD") also includes approximately 104.2 acres of land located east of Wixom Road and north of Eleven Mile Road that has been or is being developed as a city park, an elementary school and a middle school.

B. Under the terms and conditions of the RUD Agreement, as amended, Grantor has an obligation to establish and convey conservation easements to Grantee to provide for the maintenance and preservation of certain wetland areas, wetland setback areas, wetland mitigation areas, watercourse setback areas, regulated woodland areas, replacement trees and certain non-wetland and woodland areas. The conservation easements are also to provide for the regulation of areas bordering the lake (known as "Island Lake"), which comprise a "watercourse setback" area as defined in Section 2400t of the City Zoning Ordinance. The lake known as "Island Lake" is located near the center of the Island Lake of Novi RUD. With respect to the condominium project established by Grantor under the name "Island Lake Vineyards" (Oakland County Condominium Subdivision Plan No. 1271),¹ Grantor has established conservation easements and conveyed the related easement rights to Grantee in a Conservation Easement dated July 19, 2000 and recorded on July 26, 2000 at Liber 21631, Pages 255 through 268, Oakland County Records (the "Vineyards Conservation Easement"). With the recording on

¹ Island Lake Vineyards was established as a condominium development with the recording of the Master Deed for that project on June 21, 2000 at Liber 21518, Pages 346 through 420, Oakland County Records.

September 25, 2002 of a certain Second Conservation Easement (the "Second Conservation Easement") dated September 17, 2002 at Liber 26643, Pages 1 through 30, Oakland County Records, Grantor has established conservation easements and conveyed the related easement rights to Grantee with respect to most of the Island Lake of Novi RUD located north of Island Lake and east of Wixom Road. The Second Conservation Easement has established the required conservation easement areas within the portions of the Island Lake of Novi RUD identified as Phases 2B, 3A, 3B, 3C and 6 in the phasing plan for the aforesaid RUD.² The Second Conservation Easement has also established the conservation easement required along the entire shoreline of Island Lake. On December 12, 2006, a certain Third Conservation Easement (the "Third Conservation Easement") dated November 13, 2006 was recorded at Liber 38466, Pages 801 through 817, both inclusive, Oakland County Records, to establish a conservation easement within a portion of the Island Lake of Novi RUD identified as Phase 4B-2 located to the south of Drakes Bay Drive near the southeast corner of the RUD.

C. In connection with the development of the Island Lake of Novi RUD, Grantor established the Island Lake of Novi Community Association (the "Community Association") as a non-profit corporation to administer, maintain and operate certain common facilities to be established during the development of the Island Lake of Novi RUD, including areas encumbered by the Vineyards Conservation Easement, the Second Conservation Easement and subsequent conservation easements. On June 21, 2000, Grantor recorded a certain Island Lake of Novi Community Association Declaration of Covenants, Conditions and Restriction dated June 19, 2000 (the "Island Lake of Novi Declaration") at Liber 21518, Pages 318 through 345, Oakland County Records, to establish and describe the scope of authority of the Community Association and to include the land to be included in Island Lake Vineyards in the "Island Lake of Novi Community", the larger development subject to the Community Association's authority. On June 22, 2001, Grantor exercised its rights under the Island Lake of Novi Declaration to amend that document to include additional land in the Island Lake of Novi Community by recording a certain First Amendment to Declaration of Covenants, Conditions and Restrictions at Liber 23097, Pages 301 through 309, Oakland County Records. On August 20, 2003, Grantor again exercised its rights under the Island Lake of Novi Declaration to amend the document to expand the Island Lake of Novi Community by recording a certain Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Second Amendment to Declaration") at Liber 30418, Pages 397 through 410.1, both inclusive, Oakland County Records. The land added to the Island Lake of Novi Community with the recording of the Second Amendment to Declaration is hereinafter referred to as the "Additional RUD Land" and is legally described in the attached Exhibit A. Said Additional RUD Land includes all of the shoreline of Island Lake that had not previously been included in the Island Lake of Novi Community by the recording of the Island Lake of Novi Declaration and the First Amendment thereto. (On June 30, 2006, Grantor recorded a Third Amendment to Declaration of Covenants, Conditions and Restrictions at Liber 37780, Pages 677 through 690.2, both inclusive, Oakland County Records, for purposes of adding an additional 10.047-acre parcel of land located adjacent to and east of the Additional RUD Land to the Island Lake of Novi Community,

² Conservation easement areas established by the Second Conservation Easement are located within areas to be owned, operated and maintained as common areas within the Island Lake of Novi Community by the Island Lake of Novi Community Association and in the following condominium projects: Island Lake Vineyards, Oakland County Condominium Subdivision Plan No. 1271, as expanded by the recording of the First Amendment to Master Deed for that project; Island Lake Arbors, Oakland County Condominium Subdivision Plan No. 1358; Island Lake North Bay, Oakland County Condominium Subdivision Plan No. 1413; and Island Lake North Woods, Oakland County Condominium Subdivision Plan No. 1415.

with this additional 10.047-acre parcel being included in Island Lake Orchards, Oakland County Condominium Subdivision Plan No. 1552. The 10.047 acre parcel is also identified for certain purposes as Phase 5C of the Island Lake of Novi RUD.)

D. As part of the development of the above referenced Island Lake of Novi RUD and the Island Lake of Novi Community referenced above in Recital C, the Grantor has established a certain attached condominium located near the northeast corner of the Island Lake of Novi RUD; said condominium being known as Island Lake East Arbors, Oakland County Condominium Subdivision Plan No. 1659 and having been established on the land legally described by metes and bounds on the attached Exhibit A-1. In connection with the development of the Island Lake of Novi RUD, Grantor acquired and continues to own certain unplatted land comprising 4.097 acres located between Island Lake East Arbors and Wixom Road; said unplatted land (the "Unplatted Land") also being legally described on the attached Exhibit A-2.

E. To comply with the terms and conditions of the RUD Agreement, Grantor desires to provide for the establishment of additional conservation easement areas within the Additional RUD Land, the land included in Island Lake East Arbors and the Unplatted Land through the recording of this Fourth Conservation Easement. In order to (i) provide for the orderly development of the residential condominium developments to be established within the Additional RUD Land and Island Lake East Arbors and (ii) provide for the preservation, maintenance, and protection of wetland, woodland, watercourse and other areas within the Island Lake of Novi Community as expanded to include the Additional RUD Land, Grantor hereby desires to grant and convey to Grantee the easements set forth herein. The land encumbered by the aforesaid easements is described in the attached Exhibit B; said encumbered land being referred to herein as the "Wetland or Woodland Easement Areas" or the "Easement Areas".

NOW, THEREFORE, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon Grantor as the owner of portions of the land described in Exhibits A, A-1 and A-2 and as the developer of the condominiums established within the Island Lake of Novi Community, as expanded and as it may be further expanded, and its respective successors, assigns and/or transferees and shall be for the benefit of the Grantee, all owners and purchasers of condominium units or land in the Island Lake of Novi Community, as it may be expanded, the Grantor and their respective heirs, successors, assigns and/or transferees. (Grantor reserves, conveys and grants the easements herein described as the owner of portions of the land described in Exhibits A, A-1 and A-2 attached hereto and pursuant to authority reserved to it as the developer of such condominiums as have been established on the land described in Exhibits A and A-1.) Grantor's successors and assigns shall specifically include the associations (the "Associations") established to manage the common affairs of condominiums established within the Island Lake of Novi Community, or any expansion thereof, and the Community Association. Grantors successors, assigns and transferees shall also include the owners and purchasers of condominium units and/or such other land as may be included in the Island Lake of Novi Community. This Conservation Easement is dedicated pursuant to Subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCLA 324.2140, et. seq., upon the terms and conditions set forth below and shall encumber and run with the land owned by Grantor and described in Exhibit B.

1. The purpose of this Conservation Easement is to protect the existing woodlands, wetlands, wetland setback and mitigation areas, as shown on the drawings attached and incorporated herein as Exhibit C; said areas being included in the Wetland or Woodland Easement Areas described in Exhibit B. Except as authorized by such permits as may be required from the Michigan Department of Environmental Quality ("MDEQ"), Grantee and such other agencies (including federal agencies) as may have jurisdiction over such matters; all woodland, wetland, wetland setback and mitigation areas,

watercourse setback areas and such other open areas included in the Wetland or Woodland Easement Areas and identified replacement trees shall be perpetually preserved and maintained, in their natural and undeveloped condition. In addition, all construction, development, improvement and/or other use of property located within a Wetland or Woodland Easement Area that is also located within a 25-foot setback area adjacent to a protected wetland ("Wetland Setback") or woodland shall be undertaken only in a manner approved in advance, in writing, by Grantee.

2. Subject to the activities which have been expressly authorized by permit as provided in paragraph 1 above, there shall be no disturbance of the wetlands, woodlands, Wetland Setbacks, watercourse setbacks or wetland mitigation areas located within the Wetland or Woodland Easement Areas legally described in Exhibit B (all as depicted in Exhibit C) or any vegetation or replacement trees therein, including: the depositing or permitting the deposit of fill materials; dredging, removing or permitting the removal of soil or minerals; removing or permitting the removal of trees; plowing, tilling, cultivating, gardening, placing structures on, or otherwise constructing, operating or maintaining any use or development; and/or draining water from or restricting the flow of water to or from any part of the such wetlands, woodlands, Wetland Setbacks, watercourse setbacks or wetland mitigation areas.

3. No grass or other vegetation shall be planted in the wetlands, woodlands, Wetland Setbacks or watercourse setbacks located within the Wetland or Woodland Easement Areas, with the exception of plantings approved in advance, in writing, by Grantee.

4. With respect to the Woodland Easement Area located on the between the private road and residential buildings that include Units 41 through 52, both inclusive, of Island Lake South Harbor and the north boundary of Island Lake South Harbor as shown on Sheets 2 and 3 of the three Sheets of drawings included in the attached Exhibit C to depict the easements areas within Island Lake South Harbor, that specific Woodland Easement Area is subject to the requirement that sufficient landscaping be maintained within that Woodland Easement Area by Grantor and, upon turnover of control of the condominium association established to administer the affairs of Island Lake South Harbor, by the aforesaid condominium association, such that an eighty (80%) opacity is maintained in winter and a ninety (90%) opacity is maintained in summer, to provide adequate screening between the aforesaid residential buildings that include units in Island Lake South Harbor and the residential property located to the north of Island Lake South Harbor. This Woodland Easement Area located within Island Lake South Harbor as herein described is also subject to the limitation that at no time may any machinery or power equipment be used within this Woodland Easement Area. Proposed plantings within this Woodland Easement Area must be approved by the City of Novi's Woodland Technician or the City's authorized representative and all such plantings must be brought in by ball cart or wheelbarrow, with the planting site hand-dug so that the impact on adjacent natural vegetation is kept to a minimum. Grantee shall have the right to exercise the remedies provided in paragraph 8 below and all other remedies available at law in the event that Grantor or the Island Lake South Harbor Association should fail to comply with the requirements set forth in this paragraph 4 with respect to the Woodland Easement Area herein described. In the event that the Woodland Easement Area established adjacent to the northerly boundary of Island Lake South Harbor is not maintained in compliance with the 80% and 90% opacity requirements herein described, then Grantee shall have the right, after satisfaction of the notice and hearing requirements set forth in paragraph 8 below, to require that Grantor or, after Grantor's turnover of control of the Association, the Association install a berm along the north boundary of Island Lake South Harbor in compliance with the current requirements of Section 2404 of the City Zoning Ordinance and the applicable site plan approval requirements; all at the expense of Grantor or, after Grantor's turnover of control of the Association, the Association.

5. Other specified and delineated open spaces located within the Wetland or Woodland Easement Areas shall be forever reserved and preserved for open space purposes, which may include

use for recreational purposes as specifically approved by Grantee, but shall not include any structures not directly associated with the recreational uses on such open space areas as specifically approved by Grantee. Notwithstanding any of the foregoing provisions, Grantor and Grantor's successors and assigns shall have the right to install, maintain, repair and replace such trail signage, boardwalks and paths, either mowed or wood chip, as may be permitted or required to be installed within the wetlands, woodlands, mitigation and other open areas included in the Wetland or Woodland Easement Areas under the terms of the RUD Agreement, as amended, or such other agreement as may be subsequently entered into by Grantor and Grantee and in accordance with final site plan approval. Nothing in this Conservation Easement shall prevent the removal of poisonous or noxious plants or diseased or dead trees and vegetation from the areas included in the Wetland or Woodland Easement Areas; provided that the term "diseased or dead trees" as used herein shall mean "diseased or dead trees" as defined in Section 37-2 of the Novi Woodlands Protection Ordinance and further provided that dead trees shall be permitted to remain within portions of Wetland or Woodland Easement Areas located outside of condominium units and sufficiently far away from roads, sidewalks or other improvements so that the continued presence of the dead trees does not result in higher insurance premiums being charged to any party, including the Community Association or any condominium association. Furthermore, nothing in this Conservation Easement shall prevent or prohibit Grantor and its successors and assigns from installing, maintaining, repairing or replacing or creating easements for the installation, maintenance, repair or replacement of utility lines and facilities within the Wetland or Woodland Easement Areas; including, without limitation, storm sewer lines, sanitary sewer lines, water lines, gas lines, electrical lines, telephone lines, or cable television lines; provided that no such utility line shall be installed, maintained, repaired or replaced pursuant to this exception without the prior issuance of any and all required permits for such work by Grantee or such other applicable governmental agency; including, without limitation, MDEQ.

6. Any and all site condominium units established upon portions of the Additional RUD Land adjacent to Island Lake ("Lakefront Site Condominium Units") and any and all attached condominium developments established upon portions of the Additional RUD Land adjacent to Island Lake ("Lakefront Attached Condominiums") shall be subject to the soil testing and fertilizer application procedures set forth in the attached Exhibit D, which is incorporated into this Conservation Easement.³ (As set forth in the attached Exhibit A, the "Lakefront Site Condominium Units" shall comprise the 28 site condominium units established within Island Lake Shores South, Oakland County Condominium Subdivision Plan No. 1553, and the "Lakefront Attached Condominium" comprises Island Lake South Harbor, Oakland County Condominium Subdivision Plan No. 1602.) The fertilizer application recommendations received as a result of the soil testing procedures described in Exhibit D shall be distributed by the Community Association to every condominium association established to administer the common affairs of a condominium project that includes part of the shoreline of Island Lake, the Lakefront Attached Condominium. The condominium associations established to administer the common affairs of all condominiums that include portions of the shoreline of Island Lake, including the Lakefront Attached Condominium, shall comply with the aforesaid fertilizer application recommendations in maintaining the common areas within such condominiums; provided that in no event shall fertilizers or herbicides be applied within the Lakefront Easement Area described in and established around the entire perimeter of Island Lake by the Second Conservation Easement. The Community Association shall also comply

³ The same soil testing and fertilizer application procedures have been attached to and incorporated into the Second Conservation Easement as Exhibit E to that document. The Second Conservation Easement also imposes those procedures on any Lakefront Site Condominium Units and any Lakefront Attached Condominiums established within the Island Lake of Novi Community, including the Additional Land.

with the fertilizer application recommendations as part of the maintenance of the common areas along the Island Lake shoreline that are conveyed to the Community Association for operation and maintenance for the common benefit of the entire Island Lake Community.

7. 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 an 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. The scope of this Conservation Easement shall include such right of ingress and egress over such roads as may be installed within the vicinity of the Easement Areas and such general common element open areas or common areas as may be established adjacent to the Easement Areas within a condominium or such other area made subject to this Conservation Easement as provided below to the extent such ingress and egress is reasonably required for the exercise by Grantee and its authorized employees and agents of the inspection and maintenance rights granted herein. The Easement Areas and the land therein shall all be deemed to comprise common facilities and land subject to maintenance, repair and replacement by the Community Association pursuant to Article II of the Island Lake of Novi Declaration, as amended. To the extent that this Conservation Easement establishes Easement Areas that include portions of any site condominium unit or subdivision lot (including a Lakefront Site Condominium), this Conservation Easement shall not be deemed to alter the rights of ownership, possession or use enjoyed by the owners of said site condominium units or lots, except to the extent required to subject the encumbered portions of such units or lots to the restrictions imposed by the Conservation Easement on the Easement Areas and to permit the maintenance, repair and replacement of such encumbered portions of such units or lots by the Community Association, the applicable condominium association, and Grantee and their authorized employees and agents. The Community Association, the applicable condominium association and Grantee and their authorized employees and agents shall have easements across portions of site condominium units to the extent reasonably required to gain access to an Easement Area for the purposes described herein.

8. In the event that Grantor, the Community Association and/or any condominium association 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 such areas or facilities in reasonable order and condition, Grantee may serve written notice upon Grantor and/or the defaulting association setting forth the deficiencies in maintenance and/or preservation. The 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 and/or the defaulting association to be heard as to why 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, Grantee shall thereupon have the power and authority, but not obligation, to enter upon the property as described above, or cause its agents or contractors to enter upon the property as described above and perform such maintenance and/or preservation as reasonably found by Grantee to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by Grantee and reasonable legal fees incurred by Grantee, plus an administrative fee in the amount of twenty-five percent (25%) of the total of all costs and expenses incurred, shall be paid by Grantor and/or defaulting association, and such amount shall constitute a lien on an equal pro rata basis as to all of the condominium units or lots included in the applicable development or, with respect to defaults by the Community Association, the entire Island Lake of Novi Community. 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 or the defaulting association, all unpaid amounts may be placed on the delinquent tax roll of Grantee, pro rata, as to each applicable unit or lot, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of Grantee, such costs and expenses may be collected by suit initiated against the Grantor or the defaulting association, and, in such event, the Grantor and/or the defaulting association shall pay all court costs and reasonable attorney fees incurred by Grantee in connection with such suit.

9. Upon the turnover of control by Grantor of a condominium association in accordance with the provisions of the Michigan Condominium Act (MCLA 559.101 et. seq., as amended), Grantor shall no longer be liable for costs or expenses incurred by Grantee as a result of such condominium association's failure to perform its maintenance, repair or preservation obligations as set forth herein. Upon turnover of control by Grantor of both the Community Association and such condominium associations as may be established with respect to the development of the Island Lake of Novi Community, including the Easement Areas provided for herein, Grantor shall have no further liability or obligation under this Conservation Easement and any such liability and obligations shall be borne by the Community Association and the appropriate condominium association. The above assignments of responsibility to the Community Association and condominium associations does not include assignment of responsibility for development and construction of mitigation areas required pursuant to the RUD Agreement and all site plan approvals.

10. This Conservation Easement may be enforced by either an action in law or in equity and shall be enforceable against the owner or owners of land or property including any portion of an Easement Area or any other person despite a lack of privity of estate or contract.

11. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement on legal instruments used to convey an interest in any property encumbered by this Conservation Easement; provided that the existence of the Easement Areas need not be indicated in the individual deeds or land contracts used to convey interests in any condominium units in a condominium project established within the Island Lake of Novi Community so long as the existence of the Easement Areas established by this Conservation Easement and the relevant restrictions imposed herein are disclosed in the Master Deed recorded to establish such condominium or in a recorded amendment to such Master Deed.

12. Within 90 days after the Conservation Easement shall have been recorded, Grantor, at its sole expense, shall place such signs, fences, monuments or other suitable marking along the boundaries of the Easement Areas to clearly demarcate the boundaries of the Easement Areas and describing its protected purpose. Such signs, fencing, monuments or marking shall be placed at such intervals and shall be designed so that it is consistent with the design and use of the improvements constructed or designed in the vicinity of the Easement Areas, including such residence as may be constructed upon such condominium units or platted subdivision lots as may include or be established in the vicinity of or adjacent to an Easement Area.

13. 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 MCLA 207.526(a) and (ii) exempt from the County Transfer Tax, pursuant to MCLA 207.505(a).

14. This Conservation Easement, including without limitation, the legal descriptions attached hereto, shall not be amended, altered or otherwise modified except by a written and recorded instrument signed by the Grantor and Grantee, or their respective heirs, successors or assigns in interest; provided

that this provision shall not be construed to limit any and all rights reserved in a Master Deed to the Grantor or any "Developer" of a condominium project established within the Island Lake of Novi Community to create or modify easements within common elements or units established within such condominium project. This provision shall also not be construed to limit the right and authority of the Grantor, the Community Association and any condominium association to adopt and enforce rules and regulations governing the matters described herein; provided that such rules and regulations shall be consistent with the RUD Agreement, as amended, and such conditions of site plan approval as may be applicable to the development subject to such rules and regulations.

15. Grantor and Grantee may amend this Conservation Easement by mutual agreement to subject any land that may be added to the Island Lake of Novi RUD to the terms and conditions of this Conservation Easement and to create Wetland or Woodland Easement Areas or Easement Areas within such additional land.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Conservation Easement as of the day and year first above set forth.

Grantor:

TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership

By: TOLL MI GP CORP, a Michigan corporation, General Partner

By: Keith L. Anderson
Keith L. Anderson
Its: President

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

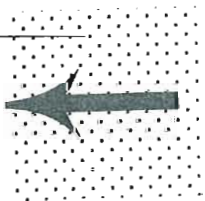
The foregoing instrument was acknowledged before me this 3rd day of July, 2007, by Keith L. Anderson, President of Toll MI GP Corp. a Michigan corporation, the General Partner of TOLL MI II LIMITED PARTNERSHIP, a Michigan limited partnership, on behalf of the limited partnership.

Marilee S. Steinhilber
Notary Public MARILEE S. STEINHILBER
Oakland County, Michigan
My Commission Expires: 12-23-2011
Acting in Oakland County

Grantee:

CITY OF NOVI
A Municipal Corporation

By: _____
David Landry
Its: Mayor



STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2007 by David Landry, the Mayor of the City of Novi, a municipal corporation, on behalf of the City.

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

Drafted by:

George W. Day, Esq.
Jackier Gould, P.C.
121 West Long Lake Road, Suite 200
Bloomfield Hills, MI 48304-2719

After recording return to:

Maryanne Cornelius, City Clerk
City of Novi
45175 W. 10 Mile Road
Novi, MI 48375

J:\2351\7.37\00067643.WPD

EXHIBIT A

The "Additional RUD Land"

Land located in the City of Novi, Oakland County, Michigan and described as follows:

A part of Northeast 1/4 and Southeast 1/4 and Southwest 1/4 and Northwest 1/4 of Section 19, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Southeast Corner of said Section 19; thence South 86°24'49" West, 230.64 feet, along the South line of said Section 19 and the centerline of Ten Mile Road, to the Point of Beginning; thence continuing South 86°24'49" West, 1092.71 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°24'49" East, 1323.35 feet, from the South 1/4 Corner of said Section 19); thence North 01°59'58" West, 1317.21 feet; thence South 86°23'50" West, 1034.04 feet; thence North 01°52'19" West, 10.20 feet; thence South 86°25'23" West, 297.38 feet, to the North and South 1/4 line of said Section 19, (said point being North 02°20'47" West, 1326.96 feet, from the South 1/4 Corner of said Section 19 and South 02°20'47" East, 1306.18 feet, from the Center of said Section 19); thence South 86°21'12" West, 38.00 feet; thence South 02°20'47" East, 1326.96 feet, to the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being South 86°21'12" West, 38.00 feet, from the South 1/4 Corner of said Section 19); thence South 86°21'12" West, 985.50 feet, along the South line of said Section 19 and the centerline of said Ten Mile Road, (said point being North 86°21'12" East, 1606.86 feet, from the Southwest Corner of said Section 19); thence North 02°20'47" West, 1326.96 feet; thence South 86°03'33" West, 1618.18 feet, to the West line of said Section 19 and the centerline of Napier Road, (said point being North 02°49'46" West, 1318.44 feet, from the Southwest Corner of said Section 19); thence North 02°49'46" West, 1315.42 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the West 1/4 Corner of said Section 19; thence North 03°01'04" West, 1466.97 feet, along the West line of said Section 19 and the centerline of said Napier Road, to the Southwest corner of Proposed "Island Lake North Bay", Condominium, (said point being South 03°01'04" East, 1164.47 feet, from the Northwest Corner of said Section 19); thence North 86°57'33" East, 59.98 feet, along the Southerly line of said "Island Lake North Bay"; thence 134.21 feet along a curve to the right, said curve having a radius of 342.00 feet, a central angle of 22°29'04" and a chord bearing and distance of South 73°04'32" East, 133.35 feet, along the Southerly line of said "Island Lake North Bay"; thence North 28°09'59" East, 54.60 feet, along the Southerly line of said "Island Lake North Bay"; thence 278.41 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 61°21'12" and a chord bearing and distance of North 02°30'38" West, 265.30 feet, along the Southerly line of said "Island Lake North Bay"; thence North 28°33'22" West, 15.40 feet, along the Southerly line of said "Island Lake North Bay"; thence North 61°26'38" East, 129.10 feet, along the Southerly line of said "Island Lake North Bay"; thence North 10°41'54" East, 182.54 feet, along the Southerly line of said "Island Lake North Bay", to Traverse Point "A"; thence continuing North 10°41'54" East, 15 feet more or less, along the Southerly line of said "Island Lake North Bay", to the Southerly shore line of Island Lake; thence Southeasterly, Northerly, Westerly and Northerly 10,675 feet more or less, along the shore of said Island Lake, to the Southerly line of Proposed "Island Lake Shores North", Condominium; thence North 86°22'54" East, 25 feet more or less, along the Southerly line of said "Island Lake Shores North", to Traverse point "B", (said Traverse point "B" being South 58°16'56" East, 680.85 feet and South 43°20'30" East, 414.80 feet and North 88°11'03" East, 300.76 feet and South 38°13'31" East, 655.48 feet and South 46°50'37" East, 980.51 feet and South 36°23'50" East, 174.63 feet and South 46°27'07" East, 352.00 feet and South 68°00'58" East, 944.35 feet and South 80°49'02" East, 241.28 feet and South 32°29'27" East, 365.16 feet and South 52°19'36" East, 292.08 feet and South 78°14'02" East, 588.57 feet and North 58°09'19" East, 152.57 feet and North 14°41'19" East, 151.97 feet and North 21°59'22" West, 430.31 feet and North 01°17'33" West, 621.17 feet and South 89°27'02" West, 728.61 feet and North 61°33'27" West, 472.40 feet and North 01°47'44" West, 330.01 feet, from said Traverse Point "A"); thence continuing North 86°22'54" East, 102.89 feet, along the Southerly line

EXHIBIT A continued -

of said "Island Lake Shores North"; thence South 02°42'01" East, 165.00 feet; thence North 86°22'40" East, 1336.91 feet, to the East line of said Section 19 and the centerline of Wixom Road, (said point being South 03°08'01" East, 2476.09 feet, from the Northeast Corner of said Section 19); thence South 03°08'01" East, 164.87 feet, along the East line of said Section 19 and the centerline of said Wixom Road, to the East 1/4 Corner of said Section 19; thence South 86°22'40" West, 43.02 feet, along the East and West 1/4 line of said Section 19, to the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 1544.47 feet, along the Westerly right-of-way of said Wixom Road; thence 74.16 feet along a curve to the right, said curve having a radius of 607.00 feet, a central angle of 07°00'00" and a chord bearing and distance of South 01°47'47" West, 74.11 feet, along the Westerly right-of-way of said Wixom Road; thence South 05°17'47" West, 273.33 feet, along the Westerly right-of-way of said Wixom Road; thence 84.66 feet along a curve to the left, said curve having a radius of 693.00 feet, a central angle of 07°00'00" and a chord bearing and distance of South 01°47'47" West, 84.61 feet, along the Westerly right-of-way of said Wixom Road; thence South 01°42'13" East, 112.80 feet, along the Westerly right-of-way of said Wixom Road; thence South 88°17'56" West, 17.00 feet; thence South 59°02'27" West, 345.32 feet; thence South 25°56'15" East, 423.30 feet, to the Point of Beginning. All of the above containing 268 Acres more or less. All of the above being subject to easements restrictions and right-of-ways of record. All of the above being subject the rights of the public in Ten Mile Road and Napier Road and Wixom Road.

The above described land includes Tax Parcels No. 22-19-100-001, 22-19-300-002, part of 22-19-400-003, 22-19-200-005, 22-19-400-001, part of 22-19-400-004, and 22-19-300-005.

The above described land includes land to be conveyed to the Island Lake of Novi Community Association for the use and benefit of the owners and residents of the condominium developments established within the Island Lake of Novi Community and the following condominium developments:

Island Lake Orchards, Oakland County Condominium Subdivision Plan No. 1552; comprising 266 site condominium units and appurtenant common elements; including 22 site condominium units and common elements established on land fronting on Ten Mile Road and located adjacent to the Additional RUD Land; said added land sometimes being referred to as Phase 5C of the Island Lake of Novi RUD.

Island Lake Shores South, Oakland County Condominium Subdivision Plan No. 1553; comprising 28 site condominium units and appurtenant common elements.

Island Lake South Harbor, Oakland County Condominium Subdivision Plan No. 1602, comprising 52 attached condominium units and appurtenant common elements.

The site condominium units in Island Lake Shores South comprise the Lakefront Site Condominium Units for purposes hereof and Island Lake South Harbor comprises the Lakefront Attached Condominium for purposes hereof.

EXHIBIT A-1

Land included in Island Lake East Arbors

Land located in the City of Novi, Oakland County, Michigan and described as follows:

Part of the East 1/2 of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the East 1/4 Corner of said Section 18; thence North 04°06'21" West, 312.38 feet, along the East line of said Section 18 and the centerline of Wixom Road; thence South 87°11'34" West, 990.04 feet, to the Point of Beginning; thence South 04°06'21" East, 312.38 feet, to the East and West 1/4 line of said Section 18; thence North 87°11'34" East, 241.68 feet, along the East and West 1/4 line of said Section 18, to the Northwest corner of "Island Lake Vineyards", Oakland County Condominium Subdivision Plan No. 1271 as described in the Master Deed thereof recorded in Liber 21518, Pages 346 through 420, Oakland County Records, as amended; thence South 04°34'11" East, 106.92 feet, along the Northerly boundary of said Island Lake Vineyards; thence South 85°47'54" West, 8.10 feet, along the Northerly boundary of said Island Lake Vineyards; thence South 78°17'53" West, 422.77 feet, along the Northerly boundary of said Island Lake Vineyards; thence North 59°38'57" West, 315.27 feet, to a point on the East and West 1/4 line of said Section 18; thence North 59°38'57" West, 47.15 feet; thence North 89°27'11" West, 263.44 feet; thence North 00°05'09" West, 271.41 feet; thence North 87°11'34" East, 727.24 feet to the Point of Beginning. All of the above containing 6.956 Acres. All of the above being subject to easements, restrictions, and right-of-ways of record. The aforesaid land is also described as Units 1 through 12, both inclusive, Island Lake East Arbors, Oakland County Condominium Subdivision Plan No. 1659 as described in the Master Deed thereof recorded in Liber 34086, Pages 796-868, Oakland County Records; together with all of the common elements appurtenant thereto.

EXHIBIT A-2

The "Unplatted Parcel"

Land located in the City of Novi, Oakland County, Michigan and described as follows:

Part of the East 1/2 of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the East 1/4 Corner of said Section 18; thence North 04°06'21" West, 132.00 feet, along the East line of said Section 18 and the centerline of Wixom Road, to the Point of Beginning; thence South 87°11'34" West, 990.00 feet, to the Easterly boundary of Island Lake East Arbors, Oakland County Condominium Subdivision Plan No. 1659 as described in the Master Deed thereof recorded in Liber 34086, Pages 796 through 868, Oakland County Records; thence North 04°06'21" West, 180.30 feet, along the Easterly boundary of said Island Lake East Arbors; thence North 87°11'34" East, 990.00 feet, to the East line of said Section 18 and the centerline of Wixom Road; thence South 04°06'21" East, 180.30 feet, along the East line of said Section 18 and the centerline of Wixom Road, to the Point of Beginning. All of the above containing 4.097 Acres. All of the above being subject to easements, restrictions, and right-of-ways of record.

Tax Parcel No. 22-18-200-011

EXHIBIT B

"Wetland or Woodland Easement Areas" (also referred to as "Easement Areas")

Five parcels of land located in the City of Novi, Oakland County, Michigan and described as follows:

Parcel 1 - An easement for conservation being a part of Island Lakes Orchards, Oakland County Condominium Plan No. 1552 as described in the Master Deed thereof recorded in Liber 30468, Pages 611-689, Oakland County Records, being a part of the Southeast 1/4 and Southwest 1/4 and Northwest 1/4 of Section 19, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northwest corner of said Section 19; thence South 03°01'04" East, 1164.47 feet, along the Westerly line of Island Lake North Bay, Oakland County Condominium Subdivision Plan No. 1413 as recorded in Liber 24741, Page 326-406, Oakland County Records, as amended, to the Northwest corner of the Island Lake Orchards (the "Subject Parcel"); thence 0.02 feet along a curve to the right, said curve having a radius of 342.00 feet, a central angle of 0°00'12", and a chord bearing and distance of South 84°18'58" East, 0.02 feet; thence South 03°10'18" East, 13.90 feet, to the Point of Beginning #1 Easement for Conservation as labeled on the drawings attached as Exhibit C; thence North 83°09'35" East, 33.64 feet; thence South 57°57'24" East, 72.81 feet; thence South 38°05'58" East, 50.82 feet; thence South 11°52'09" East, 60.06 feet; thence South 28°54'01" West, 47.26 feet; thence South 52°44'38" West, 69.52 feet; thence South 74°27'17" West, 45.70 feet; thence North 78°17'05" West, 4.70 feet; thence North 03°10'18" West, 228.46 feet, to the Point of Beginning of #1 Easement for Conservation. Containing 0.522 Acres. -AND ALSO -

Parcel 2 - An easement for conservation being a part of Island Lakes Orchards, Oakland County Condominium Plan No. 1552 as described in the Master Deed thereof recorded in Liber 30468, Pages 611-689, Oakland County Records, being a part of the Southeast 1/4 and Southwest 1/4 and Northwest 1/4 of Section 19, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Northwest corner of said Section 19; thence South 03°01'04" East, 1164.47 feet, along the Westerly line of Island Lake North Bay, Oakland County Condominium Subdivision Plan No. 1413 as recorded in Liber 24741, Page 326-406, as amended, Oakland County Records, to the Northwest corner of Island Lake Orchards (the "Subject Parcel"); thence continuing along the Westerly boundary of the Subject Parcel being the Westerly line of said Island Lake Orchards, and the West Line of said Section 19 and the centerline of Napier Road, South 03°01'04" West, 1466.97 feet, to the West 1/4 Corner of said Section 19; thence North 86°22'40" East, 60.00 feet, along the East and West 1/4 Line of said Section 19, to the Point of Beginning of #2 Easement for Conservation as labeled on the drawings attached as Exhibit C; thence North 13°46'32" East, 17.01 feet; thence North 89°30'48" East, 30.52 feet; thence South 39°58'32" East, 98.16 feet; thence South 66°06'53" East, 101.44 feet; thence North 87°18'42" East, 42.41 feet; thence North 85°18'34" East, 94.82 feet; thence North 52°49'14" East, 122.06 feet; thence North 11°24'25" East, 50.62 feet; thence North 32°15'15" East, 19.20 feet; thence North 86°05'38" East, 200.27 feet; thence South 81°32'28" East, 61.99 feet; thence South 76°02'20" East, 196.87 feet; thence North 85°50'01" East, 452.71 feet; thence South 20°47'38" West, 53.08 feet; thence South 34°27'29" West, 46.02 feet; thence South 57°58'00" West, 347.53 feet; thence South 39°18'38" West, 230.69 feet; thence South 20°57'02" West, 229.71 feet; thence South 01°59'35" West, 51.88 feet; thence South 07°55'49" West, 85.52 feet; thence South 00°06'40" West, 96.05 feet; thence North 83°41'54" West, 65.73 feet; thence North 56°39'33" West, 44.39 feet; thence North 72°29'58" West, 41.53 feet; thence North 64°27'22" West, 143.45 feet; thence South 72°19'43" West, 35.51 feet; thence South 54°00'48" West, 31.10 feet; thence South 63°06'08" West, 55.21 feet; thence South 65°33'32" West, 90.65 feet; thence South 18°16'22" West, 46.69 feet; thence South 00°31'33"

PARCEL B continued -

West, 43.51 feet; thence South 09°49'25" West, 135.43 feet; thence South 31°49'17" East, 41.54 feet; thence South 48°39'53" East, 35.32 feet; thence South 39°14'00" East, 126.34 feet; thence South 75°23'47" East, 218.52 feet, to a point on the Southerly boundary of the Subject Property; thence South 86°03'33" West, 542.66 feet, along the Southerly boundary of the Subject Property, to the Southwest Corner of the Subject Property; thence North 02°49'46" West, 1315.08 feet, along the Westerly boundary of the Subject Property, to the Point of Beginning of #2 Easement for Conservation. Containing 20.391 Acres. -AND ALSO -

Parcel 3 - An easement for conservation being a part of Island Lake South Harbor, Oakland County Condominium Plan No. 1602 as described in the Master Deed thereof recorded in Liber 32001, Pages 821 through 898, Oakland County Records, as amended, being a part of the Northeast 1/4 and the Southeast 1/4 of Section 19, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said easement being more particularly described as commencing at the East 1/4 Corner of said Section 19, thence North 03°08'01" West, 164.87 feet, along the East line of said Section 19 and the centerline of Wixom Road; thence South 86°22'40" West, 436.20 feet, along the Northerly boundary of said Island Lake South Harbor, to the Point of Beginning; thence South 41°23'37" East, 71.15 feet; thence South 74°15'32" West, 56.96 feet; thence South 00°56'09" West, 101.44 feet; thence South 88°54'45" West, 70.86 feet; thence North 04°27'55" West, 97.89 feet; thence South 86°46'12" West, 188.56 feet; thence South 01°22'14" East, 96.28 feet; thence South 77°38'13" West, 83.47 feet; thence North 05°42'05" West, 94.10 feet; thence North 72°42'32" West, 94.92 feet; thence South 75°37'02" West, 99.97 feet; thence South 03°12'44" East, 107.34 feet; thence North 88°21'02" West, 57.75 feet; thence North 44°35'41" West, 80.97 feet; thence North 67°01'32" West, 28.69 feet; thence North 85°26'25" West, 61.97 feet; thence South 53°31'48" West, 36.98 feet; thence South 39°30'59" West, 59.80 feet; thence North 86°27'01" West, 37.49 feet; thence South 36°07'57" West, 35.73 feet; thence South 04°48'26" East, 28.23 feet; thence South 22°02'48" East, 68.96 feet; thence South 10°18'46" East, 60.63 feet; thence North 58°17'06" West, 77.54 feet; thence South 81°18'19" East, 20.05 feet; thence North 03°11'45" East, 36.54 feet; thence North 06°22'19" West, 49.05 feet; thence North 04°48'41" West, 103.52 feet; thence North 09°37'40" West, 46.26 feet; thence North 33°59'38" West, 38.52 feet; thence North 83°41'58" West, 25.27 feet; thence North 04°37'32" West, 41.94 feet; thence South 64°33'30" East, 58.95 feet, to the Northerly boundary of said "Island Lake South Harbor"; thence North 86°22'40" East, 900.71 feet, along the Northerly boundary of said "Island Lake South Harbor", to the Point of Beginning. All of the above containing 2.414 acres. - AND ALSO -

Parcel 4 - An easement for conservation being a part of Island Lake East Arbors, Oakland County Condominium Plan No. 1659 as described in the Master Deed thereof recorded in Liber 34086, Pages 796 through 868, Oakland County Records, as amended; being described as a part of the East 1/2 of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said easement being more particularly described as commencing at the East 1/4 Corner of said Section 18; thence North 04°06'21" West, 312.38 feet, along the East line of said Section 18 and the centerline of Wixom Road; thence South 87°11'34" West, 990.04 feet, to the Northeast corner of said Island Lake East Arbors; thence South 04°06'21" East, 35.10 feet, along the Easterly boundary of said Island Lake East Arbors, to the Point of Beginning; thence South 04°06'21" East, 137.52 feet, along the Easterly boundary of said Island Lake East Arbors; thence North 85°53'55" West, 40.99 feet; thence North 49°53'01" West, 41.00 feet; thence North 60°29'22" West, 48.96 feet; thence North 69°47'48" West, 59.30 feet; thence South 81°28'02" West, 69.34 feet, to the boundary of an Easement for Conservation recorded in Liber 26643, on Pages 1 through 30, Oakland County Records; thence North 22°23'46" East, 63.61 feet, along the boundary of said easement for conservation; thence North 24°02'53" West, 42.62 feet, along the

PARCEL B continued -

boundary of said easement for conservation, to the Northerly boundary of said Island Lake East Arbors; thence North 87°11'34" East, 9.04 feet, along the Northerly boundary of said Island Lake East Arbors; thence South 83°24'09" East, 214.75 feet, to the Point of Beginning. All of the above containing 0.533 acres. - AND ALSO -

Parcel 5 - An easement for conservation being a part of the East 1/2 of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the East 1/4 Corner of said Section 18; thence North 04°06'21" West, 132.00 feet, along the East line of said Section 18 and the centerline of Wixom Road, to the Southeast corner of a certain 4.097-acre parcel (the "Subject Parcel") depicted on the last page of Exhibit C; thence North 04°06'21" West, 180.30 feet, along the East line of said Section 18 and the centerline of said Wixom Road; thence South 87°11'34" West, 27.17 feet, along the Northerly boundary of the Subject Parcel, to the Point of Beginning; thence South 01°31'10" East, 149.79 feet; thence South 70°45'22" West, 100.50 feet; thence North 88°19'24" West, 86.06 feet; thence North 79°16'22" West, 107.44 feet; thence South 88°49'31" West, 161.52 feet; thence South 86°04'19" West, 74.95 feet; thence South 82°30'46" West, 140.41 feet; thence South 87°26'43" West, 95.99 feet; thence North 88°56'30" West, 98.87 feet; thence South 86°05'46" West, 98.49 feet, to the Easterly boundary of Island Lake East Arbors, Oakland County Condominium Subdivision Plan No. 1659 as described in the Master Deed thereof recorded in Liber 34086, Pages 796 through 868, Oakland County Records; thence North 04°06'21" West, 91.67 feet, along the Easterly boundary of said Island Lake East Arbors; thence North 80°39'11" East, 72.02 feet; thence North 89°34'16" East, 97.24 feet; thence North 80°58'20" East, 97.90 feet; thence South 85°47'08" East, 209.67 feet; thence North 87°24'26" East, 281.57 feet; thence North 80°03'44" East, 144.06 feet; thence North 38°30'33" East, 68.99 feet, to a point on the Northerly boundary of the Subject Parcel; thence North 87°11'34" East, 17.33 feet, along the Northerly boundary of the Subject Parcel, to the Point of Beginning. All of the above containing 2.122 Acres.

The five Easement Areas described above are depicted on the attached Exhibit C (16 Sheets).

EXHIBIT C

Drawings of Conservation Easement Areas by Atwell - Hicks (16 Sheets)

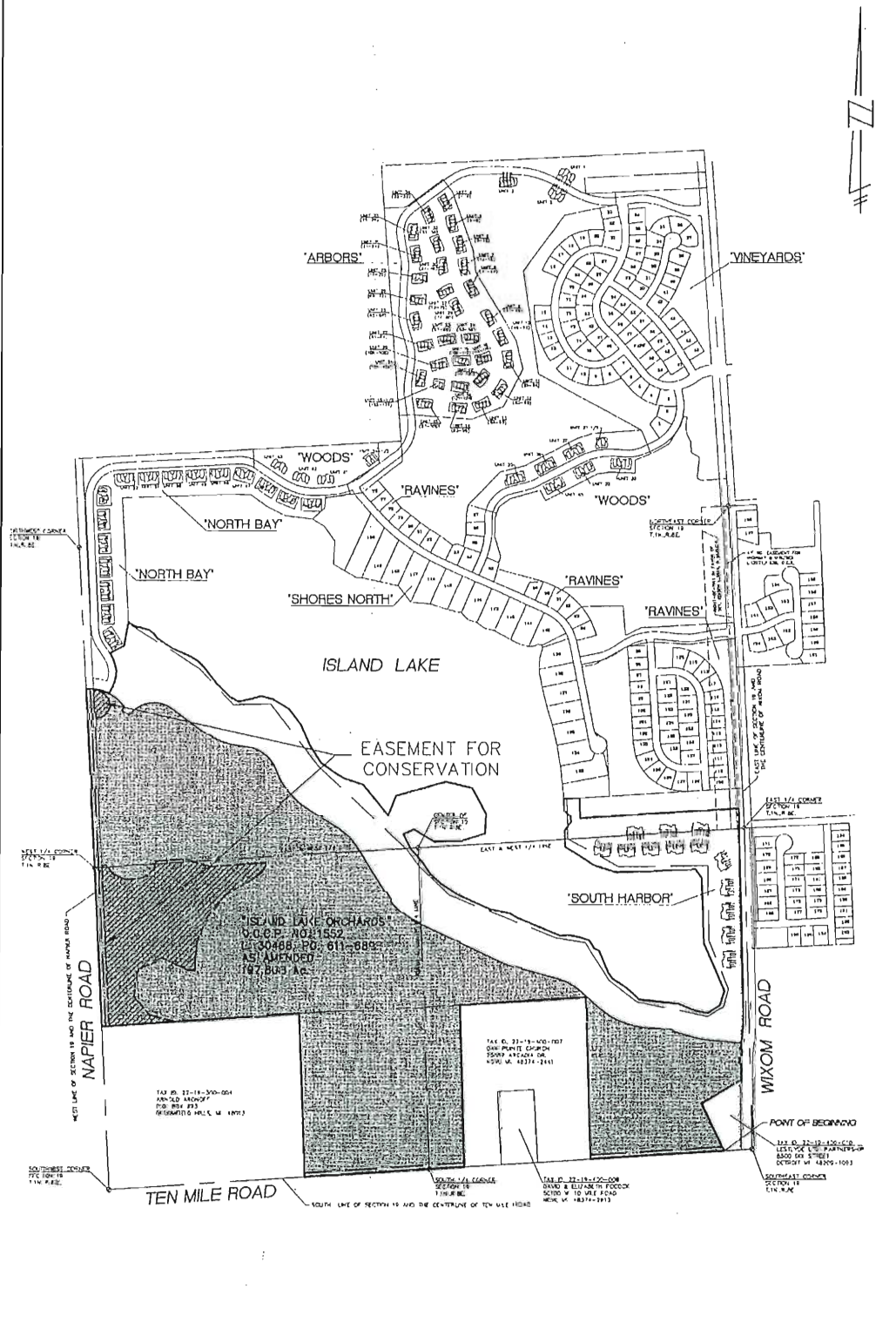
The Easement Parcels (2) located in Island Lake Orchards are depicted on the first ten (10) sheets of this Exhibit C.

The Easement Parcel located in Island Lake South Harbors is depicted on the second group of three (3) sheets included in this Exhibit C.

The Easement Parcel located in Island Lake East Arbors is depicted on the third group of two (2) sheets included in this Exhibit C.

The Easement Parcel located on the unplatted land 4.097-acre parcel located east of Island Lake East Arbors is depicted on the last sheet of this Exhibit C.

EXHIBIT C



OVERALL PARCEL

REV. 6-26-2007



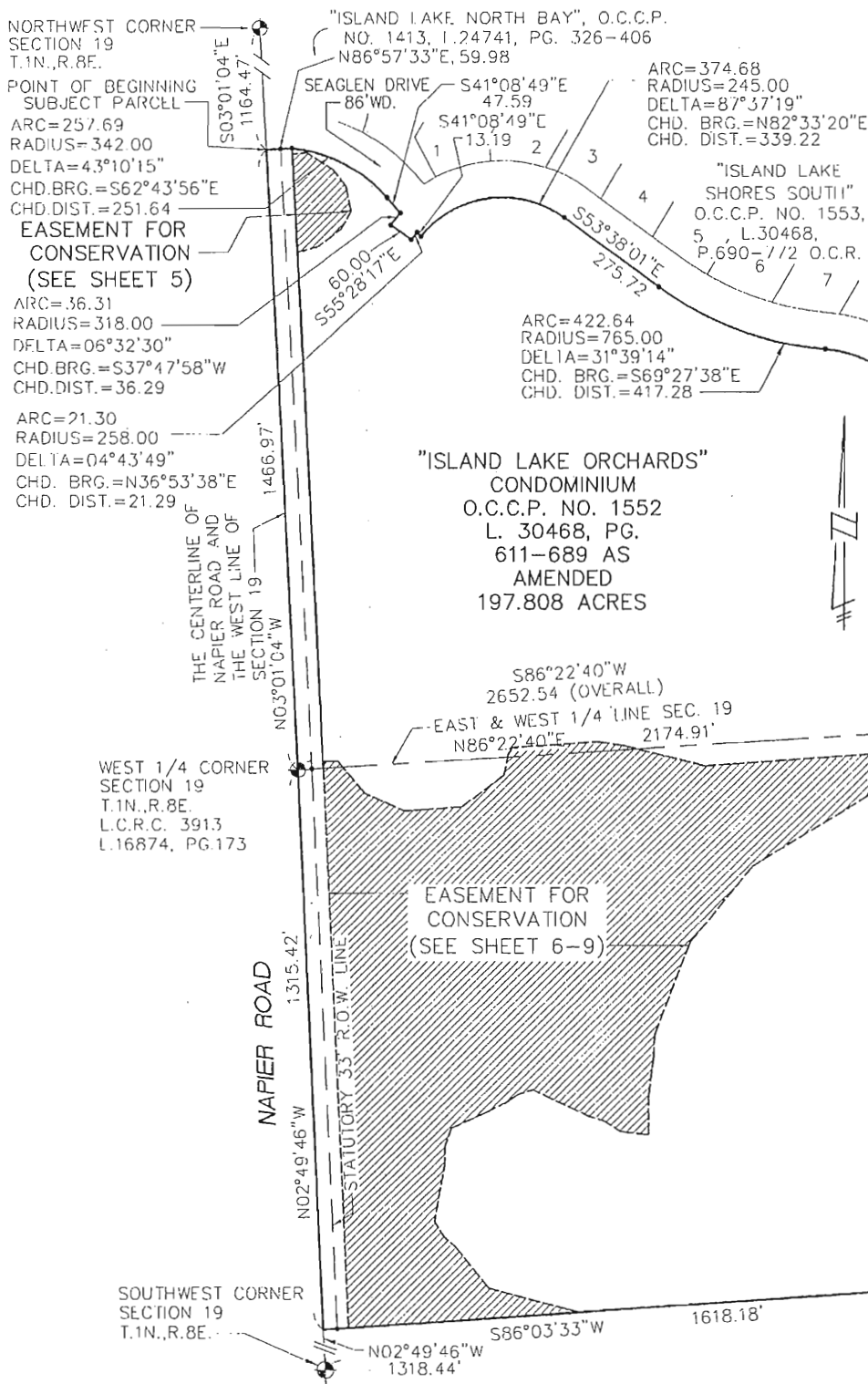
ATWELL-HICKS
Engineering • Surveying • Planning
Environmental • Water/Wastewater

40399 GRAND RIVER AVENUE, SUITE 110, NOVI, MI 48375-2123
(248) 522-8300

ISLAND LAKE ORCHARDS
SECTION 19, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 1000'
DATE: 06-09-06
JOB NO.: 01-024
DWG: 01-024EE-CONV
DRAWN BY: NLW
CHECK: KAL
SHEET: 1 OF 10

EXHIBIT C



MATCHLINE SEE SHEET 3

OVERALL PARCEL

REV. 6-26-2007

AI ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater

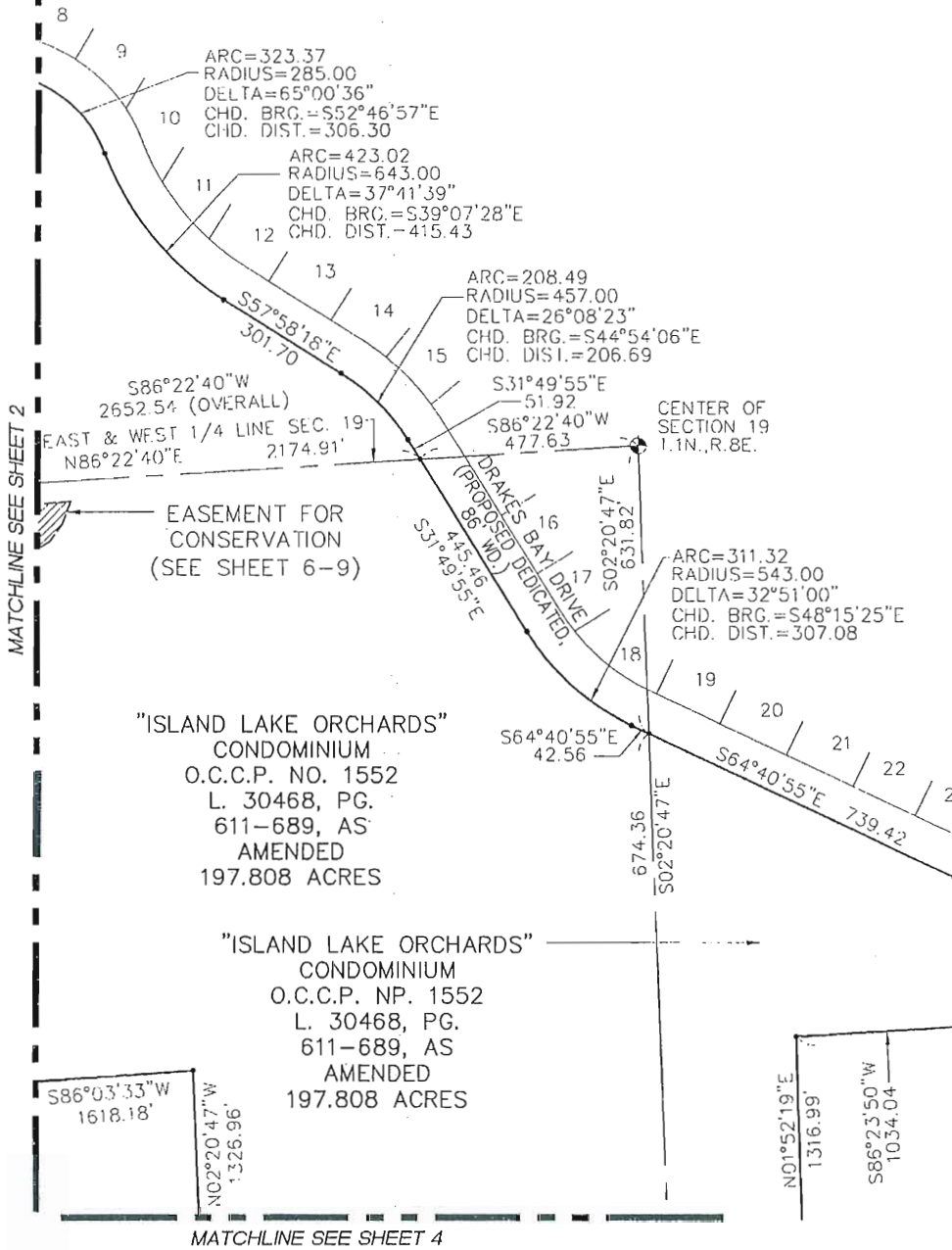
40399 GRAND RIVER AVENUE, SUITE 110, NOVI, MI 48375-2123
 (248) 522-8300

ISLAND LAKE ORCHARDS
 SECTION 19, T.1N., R.8E.,
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	05-09-05
JOB NO.:	01-024
DWG.:	01-024EE-CONV
DRAWN BY:	NLW
CHECK:	KAL
SHEET:	2 OF 10

EXHIBIT C

"ISLAND LAKE SHORES SOUTH"
 O.C.C.P. NO. 1553, L. 30468,
 P.690-772 O.C.R.



REV. 6-26-2007



ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater

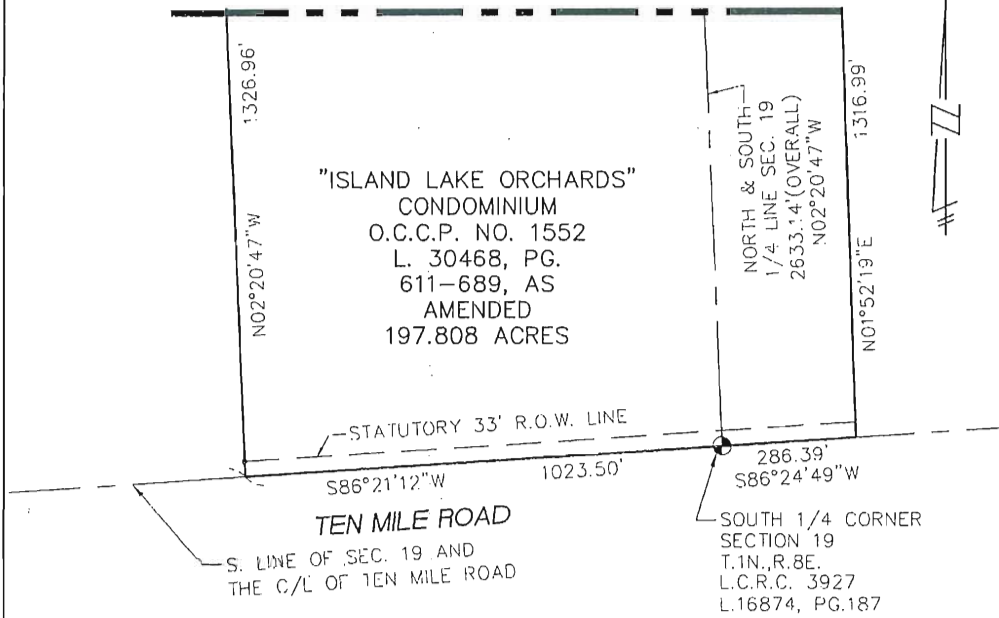
40399 GRAND RIVER AVENUE, SUITE 110, NOVI, MI 48375-2123
 (248) 522-8300

ISLAND LAKE ORCHARDS
 SECTION 19, T.1N., R.8E.,
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	06-09-06
JOB NO.:	01-024
DWG.:	01-024EE-CONV
DRAWN BY:	NLW
CHECK:	KAL
SHEET:	3 OF 10

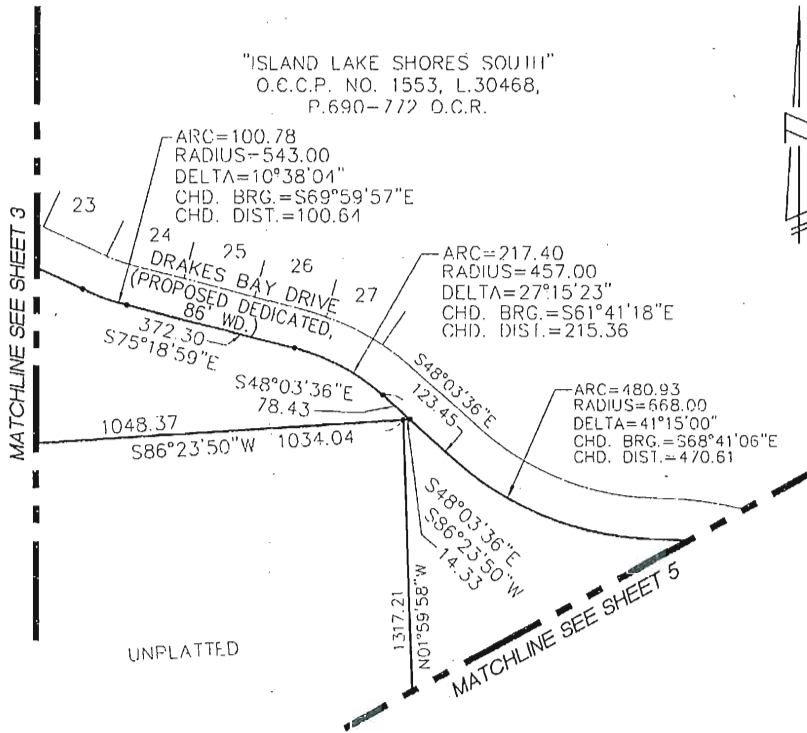
EXHIBIT C

MATCHLINE SEE SHEET 3



"ISLAND LAKE SHORES SOUTH"

O.C.C.P. NO. 1553, L.30468,
P.690-772 D.C.R.



OVERALL PARCEL

REV. 6-26-2007



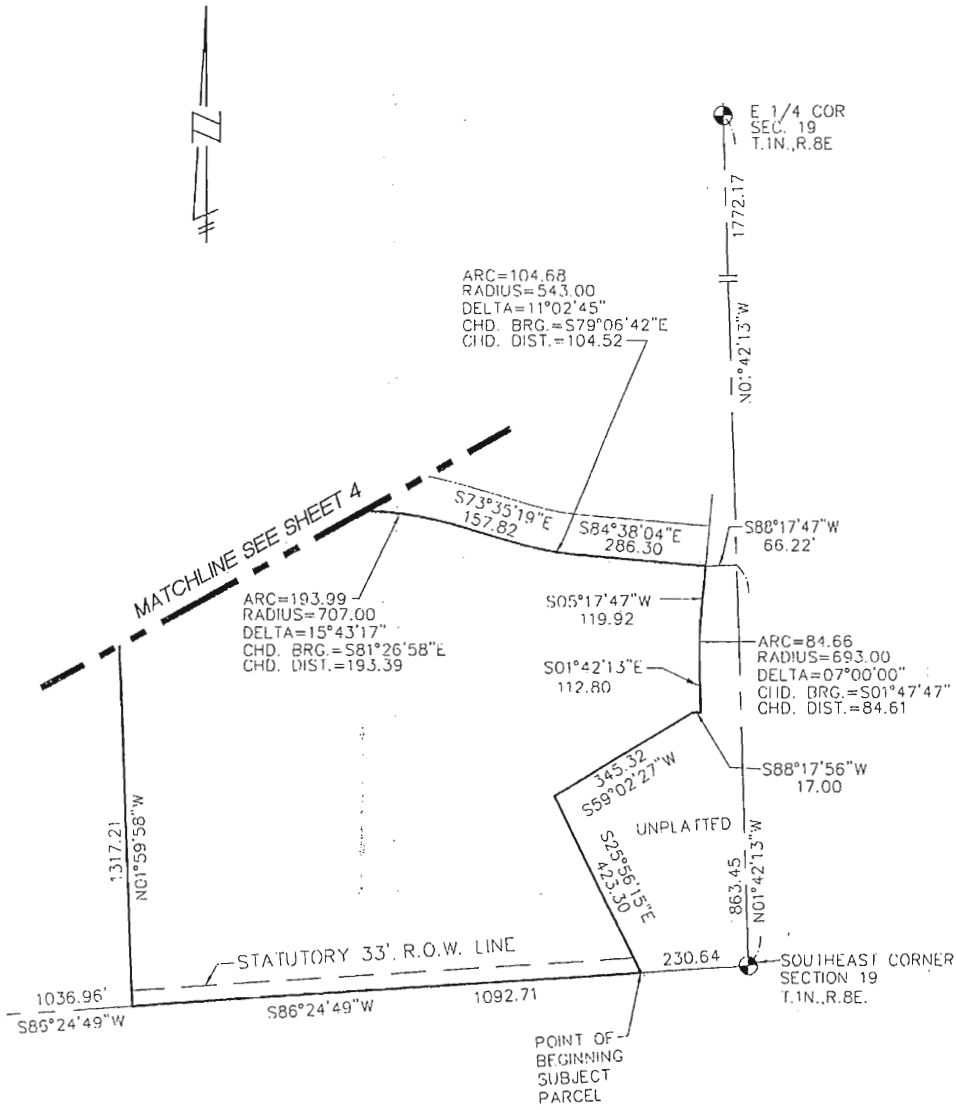
ATWELL-HICKS
Engineering • Surveying • Planning
Environmental • Water/Wastewater

40399 GRAND RIVER AVENUE SUITE 110 NOV, MI 48375-2123
(248) 522-8300

ISLAND LAKE ORCHARDS
SECTION 19, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 100'
DATE: 05-09-06
JOB NO.: 01-024
DWG: 01-024EE-CONV
DRAWN BY: NLW
CHECK: KAL
SHEET: 4 OF 10

EXHIBIT C



OVERALL PARCEL

REV. 6-26-2007



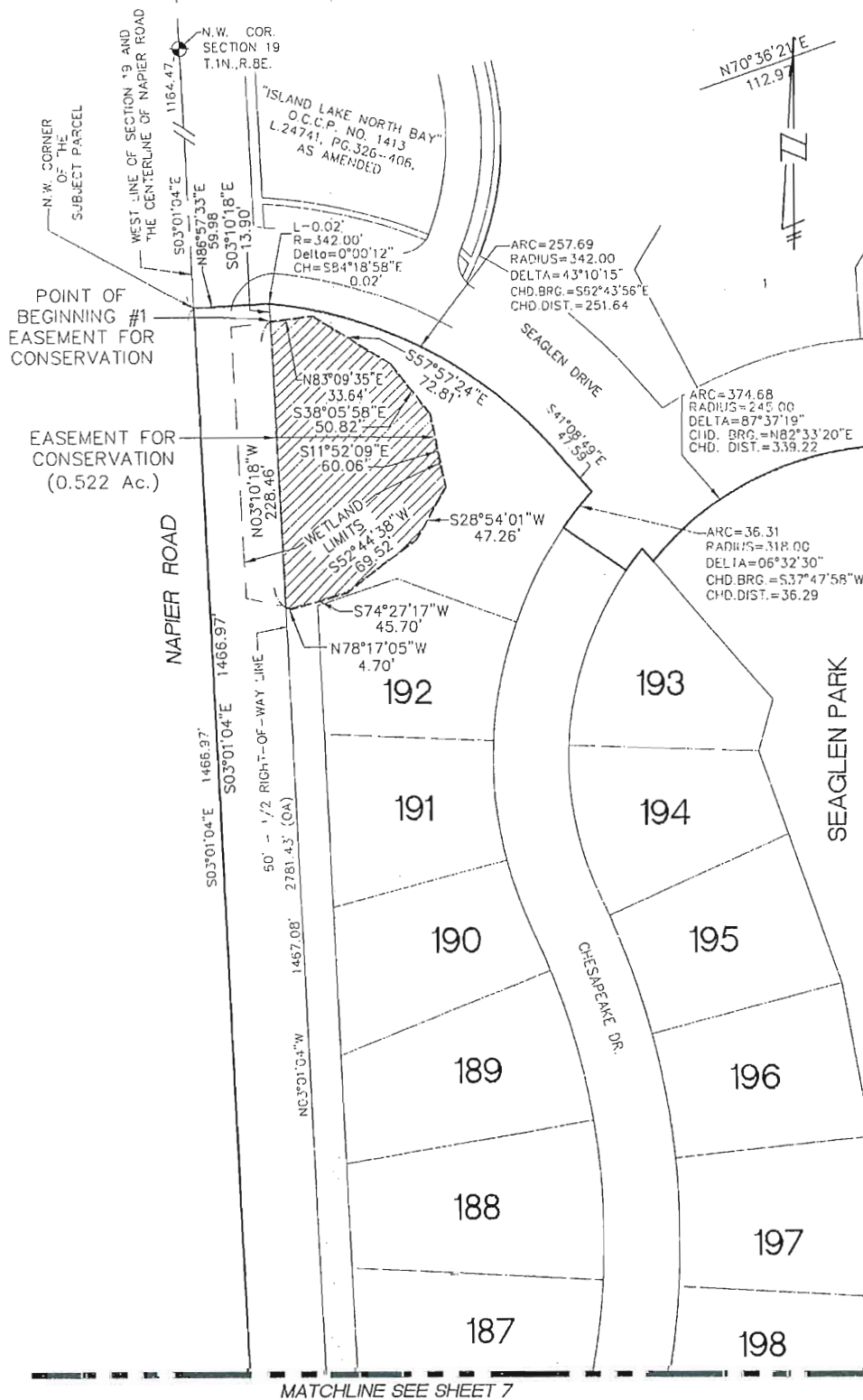
ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater

40399 GRAND RIVER AVENUE SUITE 110 NOV, MI 48375-2123
 (248) 522-8300

ISLAND LAKE ORCHARDS
 SECTION 19, T.1N., R.8E.,
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	05-09-06
JOB NO.:	01-024
DWG:	01-024EE-CONV
DRAWN BY:	NLW
CHECK:	KAL
SHEET:	5 OF 10

EXHIBIT C



EASEMENT FOR CONSERVATION

REV. 6-26-2007



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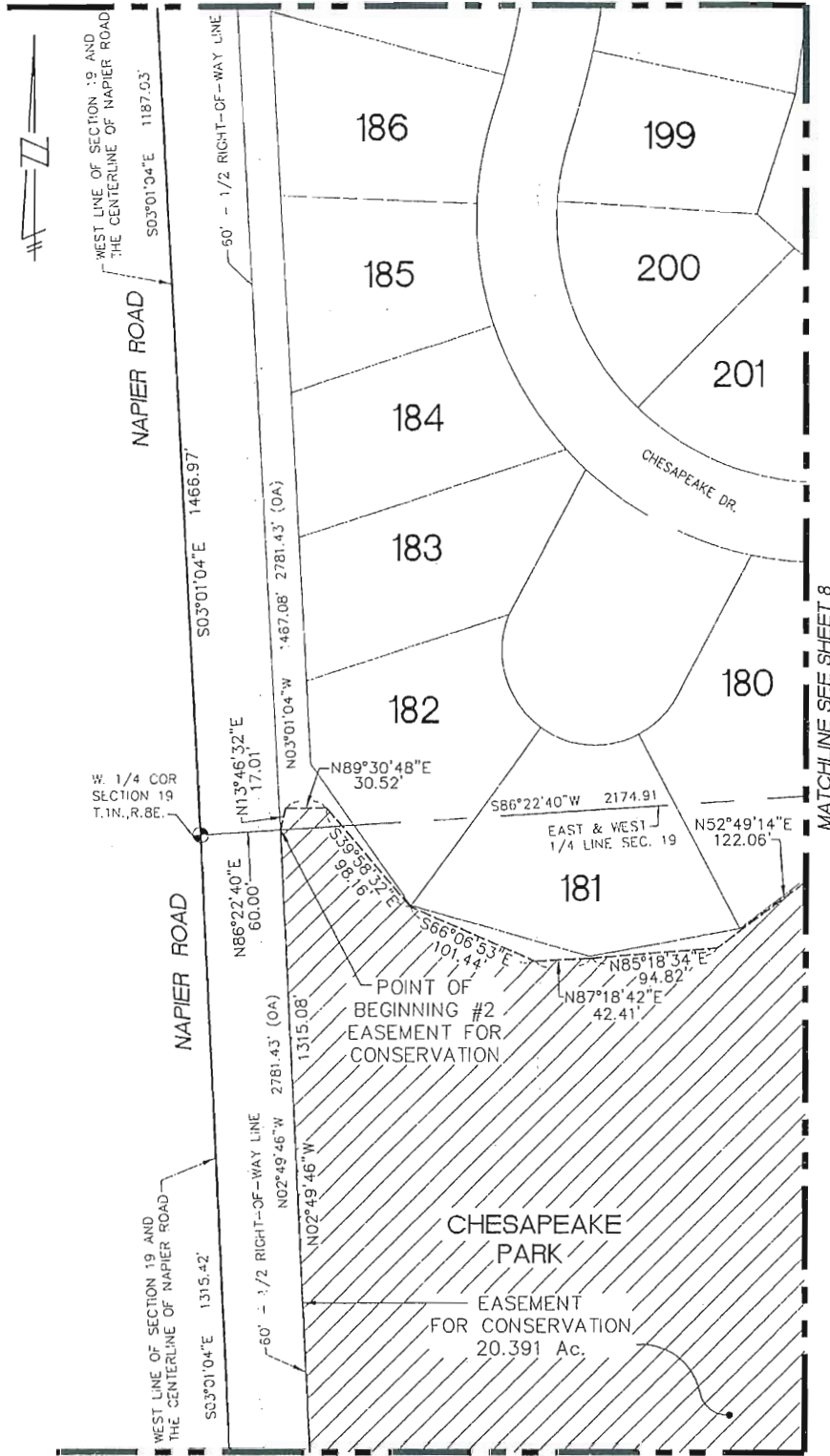
40399 GRAND RIVER AVENUE, SUITE 110, NOVI, MI 48375-2123
 (248) 522-8300

ISLAND LAKE ORCHARDS
 SECTION 19, T.1N., R.8E.,
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 100'
 DATE: 06-09-06
 JOB NO.: 01-024
 DWG: 01-024EE-CONV
 DRAWN BY: NLW
 CHECK: KAL
 SHEET: 6 OF 10

EXHIBIT C

MATCHLINE SEE SHEET 6



MATCHLINE SEE SHEET 9

EASEMENT FOR CONSERVATION

REV. 6-26-2007



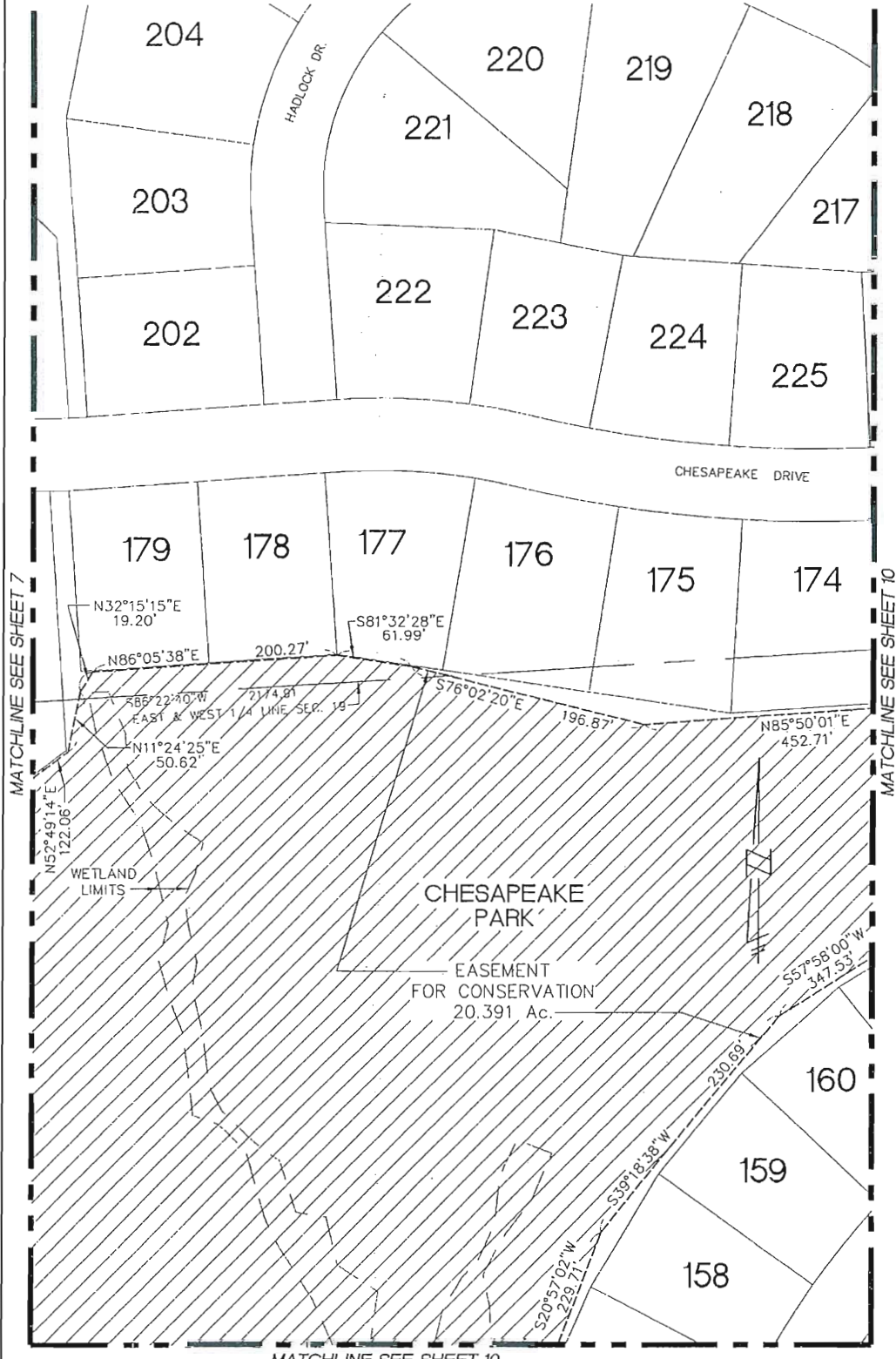
ATWELL-HICKS
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 (248) 522-8300

ISLAND LAKE ORCHARDS
 SECTION 19, T.1N., R.8E.,
 CITY OF NOVI
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SCALE: 1" = 100'
 DATE: 06-09-06
 JOB NO.: 01-024
 DWG: 01-024EE-CONV
 DRAWN BY: NLW
 CHECK: KAL
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EXHIBIT C



MATCHLINE SEE SHEET 10

EASEMENT FOR CONSERVATION

REV. 6-26-2007



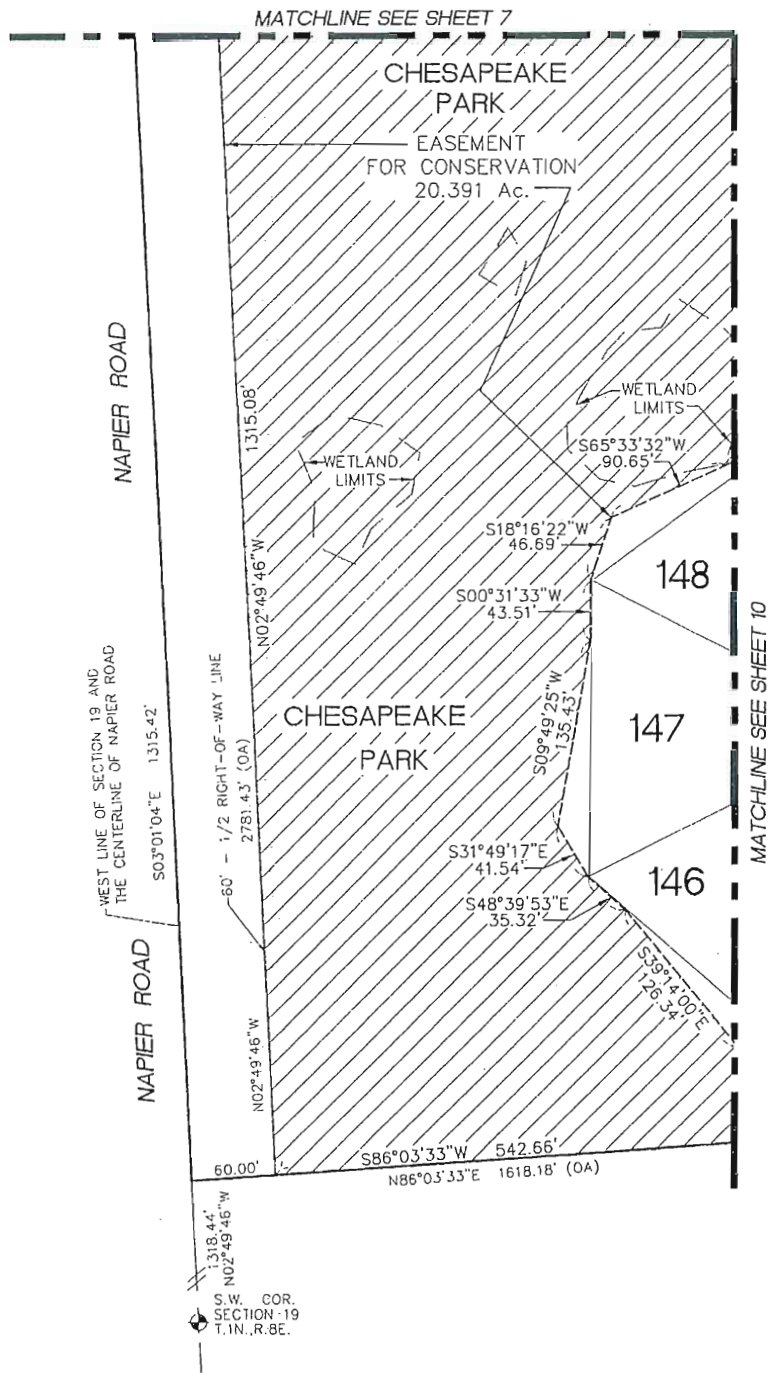
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ISLAND LAKE ORCHARDS
SECTION 19, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	06-09-06
JOB NO.:	01-024
DWG.:	01-024EE-CONV
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CHECK:	KAL
SHEET:	8 OF 10

EXHIBIT C



EASEMENT FOR CONSERVATION

REV. 6-26-2007



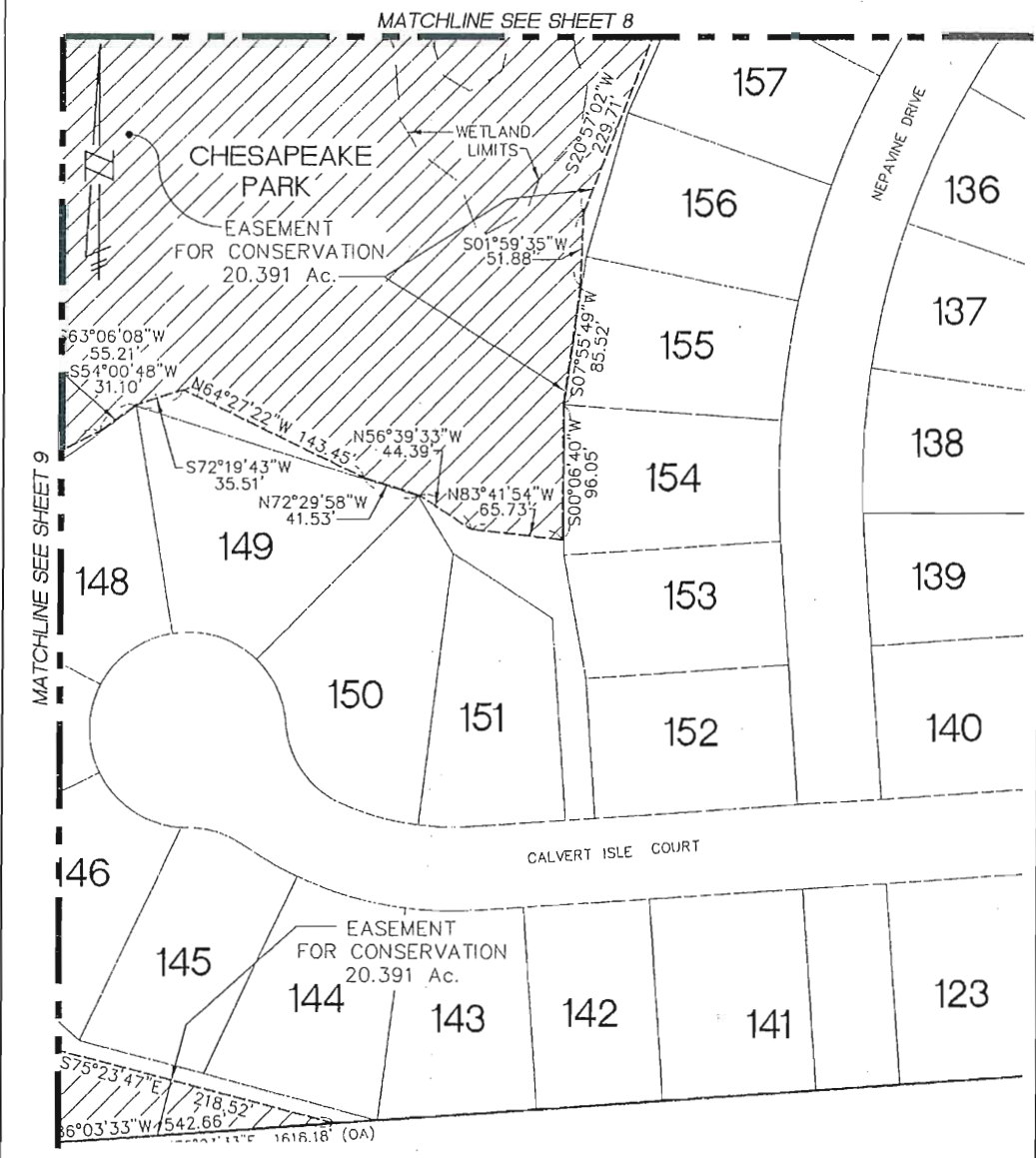
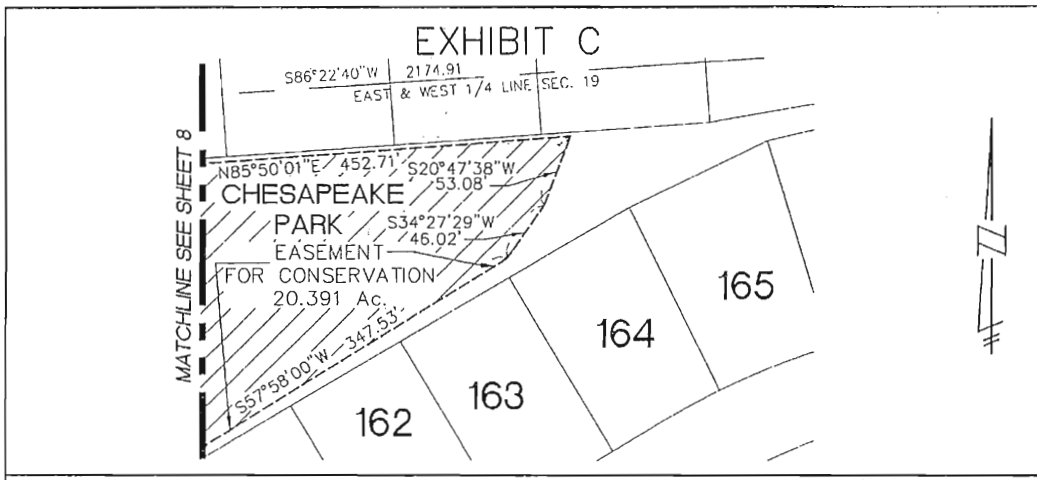
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Environmental • Water/Wastewater

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(248) 522-8300

ISLAND LAKE ORCHARDS
SECTION 19, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 100'
DATE: 05-09-06
JOB NO.: 01-024
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EXHIBIT C



EASEMENT FOR CONSERVATION

REV. 6-26-2007



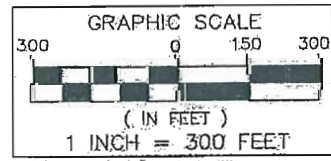
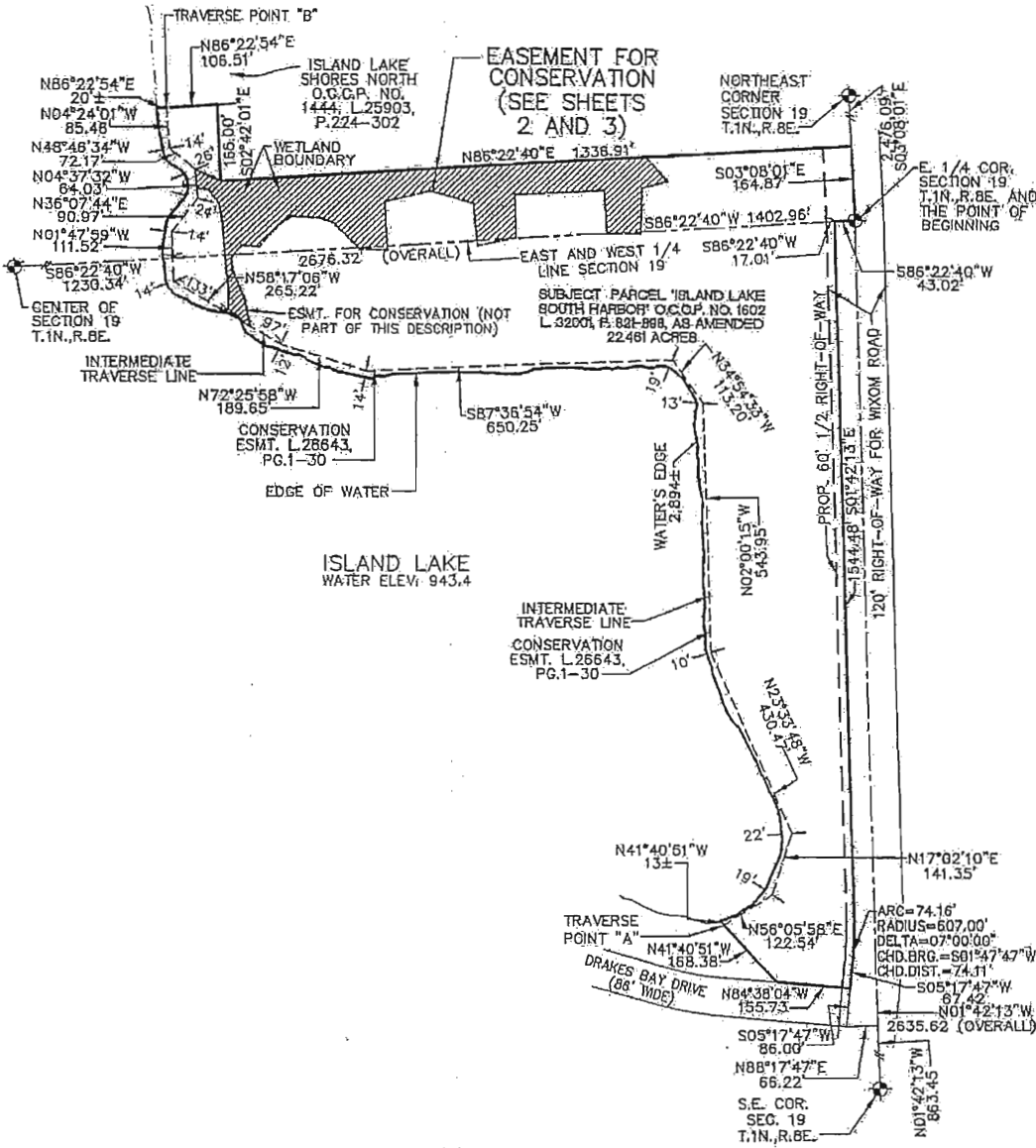
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Environmental • Water/Wastewater

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(248) 522-8300

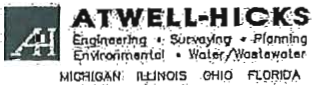
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SECTION 19, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

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JOB NO.: 01-024
DWG: 01-024EE-CONV
DRAWN BY: NLW
CHECK: KAL
SHEET: 10 OF 10

EXHIBIT C



OVERALL PARCEL



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 MICHIGAN ILLINOIS OHIO FLORIDA

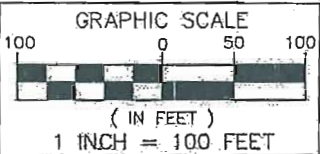
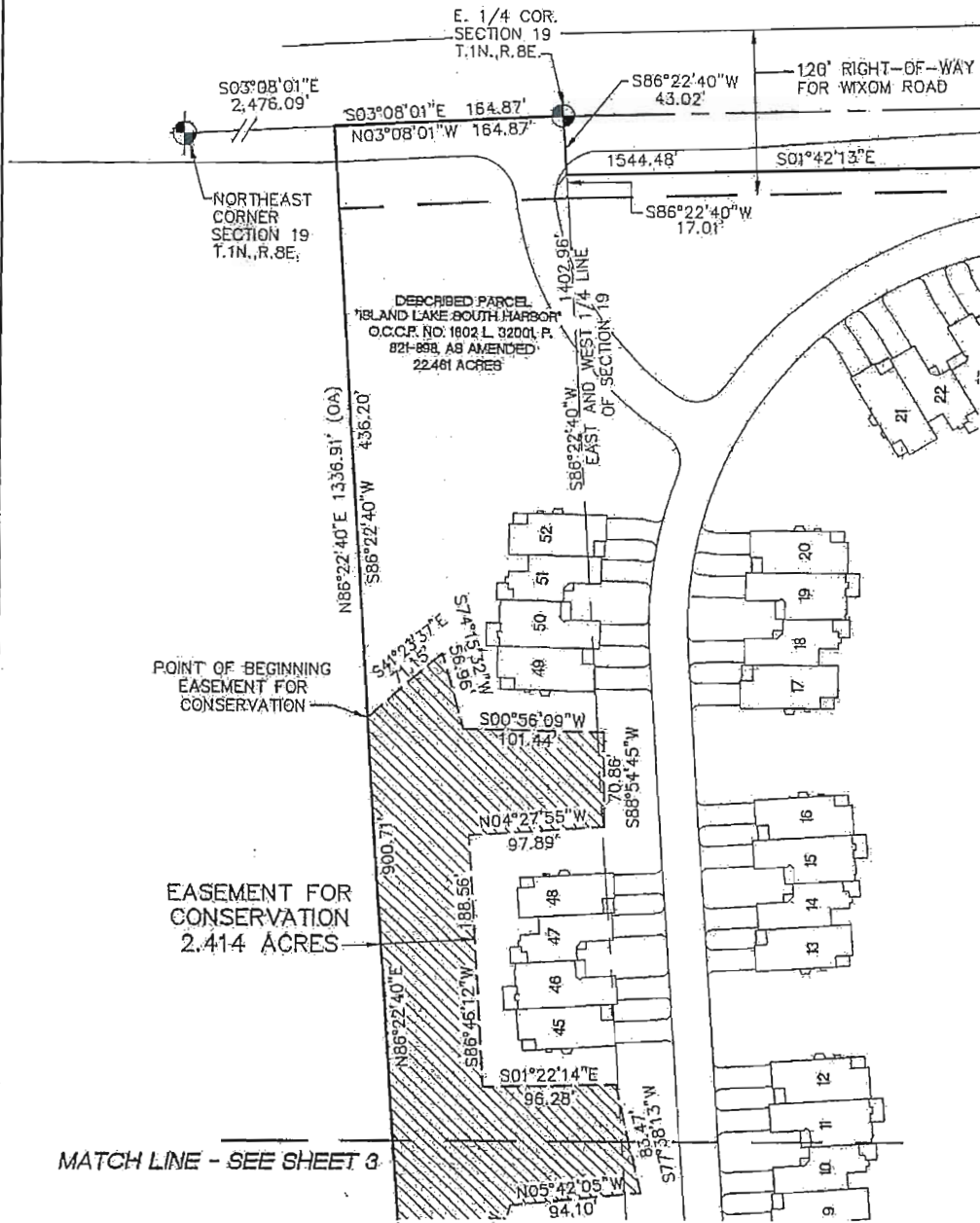
40302 GRAND RIVER AVENUE + SUITE 110 + NOV. MI + 48375-2123
 248 522 8300 www.atwell-hicks.com 866 850 4200

ISLAND LAKE SOUTH HARBOR
 SECTION 19, T.1N., R.8E.,
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 300'
DATE:	7-21-2006
JOB NO.:	02-078
02-078-EE-CONSV	
DRAWN BY:	NLW
CHECKED:	KAL
SHEET:	1 OF 3

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EXHIBIT C



OVERALL PARCEL

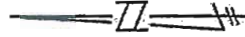
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 40302 GRAND RIVER AVENUE • SUITE 110 • NOV, MI • 48378-2123
 248 822 8300 www.atwell-hicks.com 855 850 4200

ISLAND LAKE SOUTH HARBOR
 SECTION 19, T.1N., R.8E.,
 CITY OF NOV
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	7-21-2008
JOB NO.:	02-078
	02-078-EE-CONSV
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SHEET:	2 OF 3

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EXHIBIT C

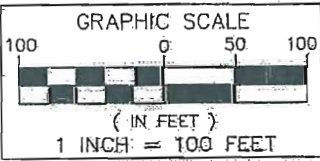
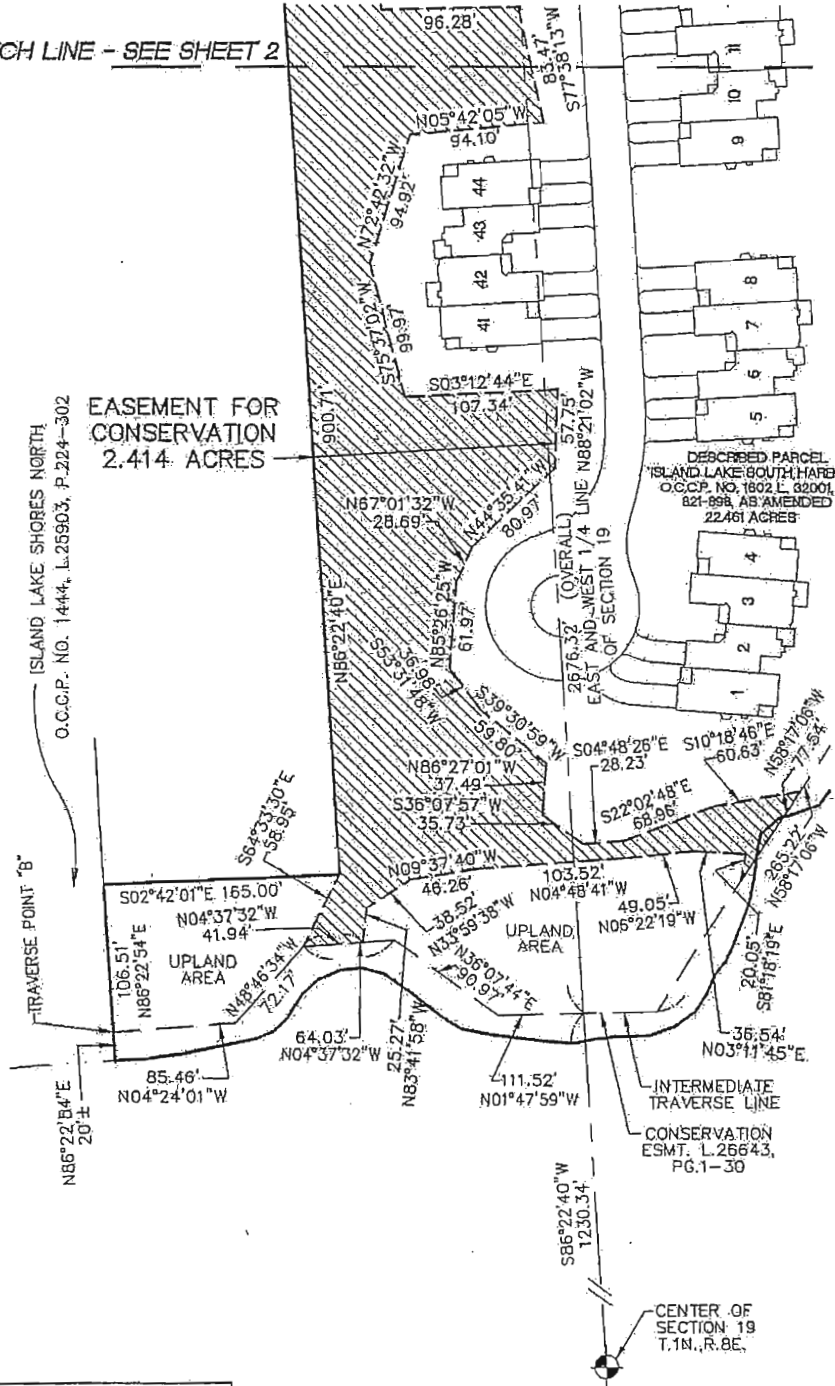


MATCH LINE - SEE SHEET 2

ISLAND LAKE SHORES NORTH
O.C.C.P. NO. 1444, L. 25903, P. 224-302

EASEMENT FOR CONSERVATION
2.414 ACRES

DESCRIBED PARCEL
ISLAND LAKE SOUTH HARBOR
O.C.C.P. NO. 1802 L. 32001, P.
821-898, AS AMENDED
22.461 ACRES



OVERALL PARCEL



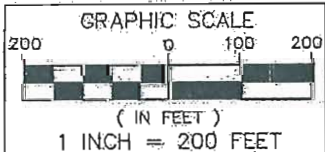
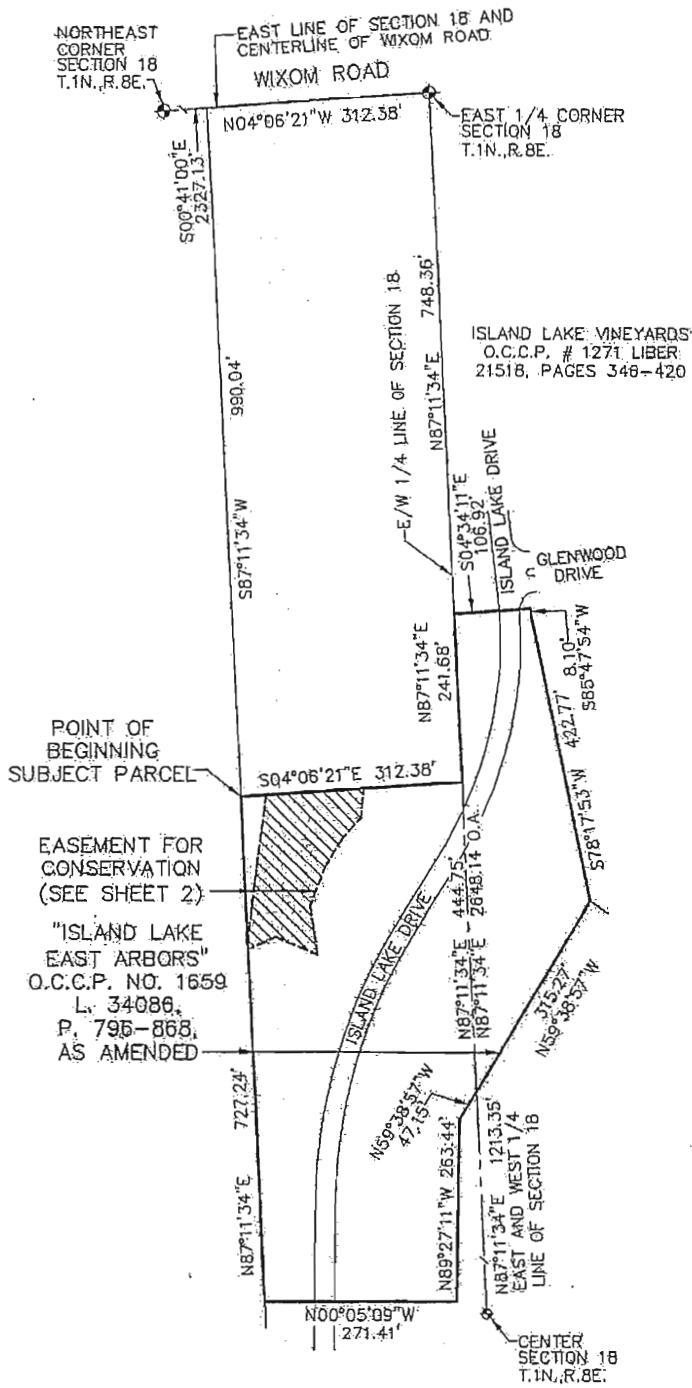
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Environmental • Water/Wastewater
MICHIGAN ILLINOIS OHIO FLORIDA

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ISLAND LAKE SOUTH HARBOR
SECTION 19, T. 1N., R. 8E.,
CITY OF NOV
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 100'
DATE: 7-21-2008
JOB NO.: 02-076
02-076-BE-CONSV
DRAWN BY: NLW
CHECK: KAL
SHEET: 3 OF 3

EXHIBIT C



OVERALL PARCEL



ATWELL-HICKS

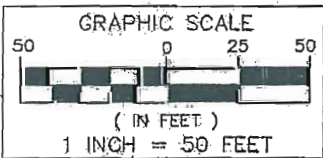
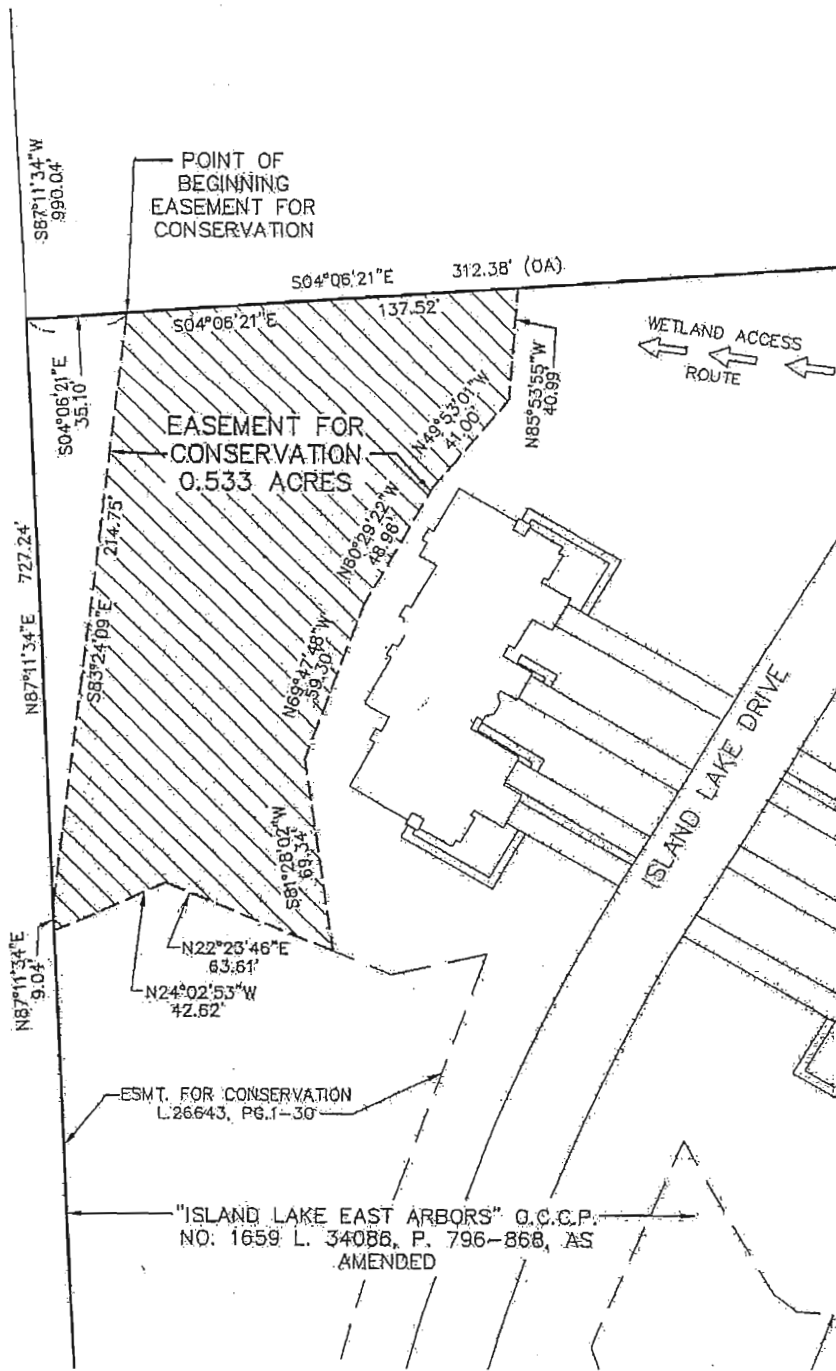
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NOVI, MI 48375-2123
(248) 522.6300

ISLAND LAKE EAST ARBORS
SECTION 18, T.1N., R.8E.,
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE	1" = 200'
DATE	7-25-2006
JOB NO.	03-020
03-020EE-CONSV	
DRAWN BY	NLW
CHECK	KAL
SHEET	1 OF 2

EXHIBIT C



EASEMENT FOR CONSERVATION

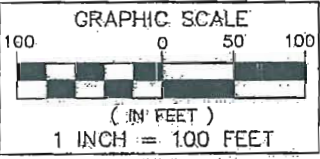
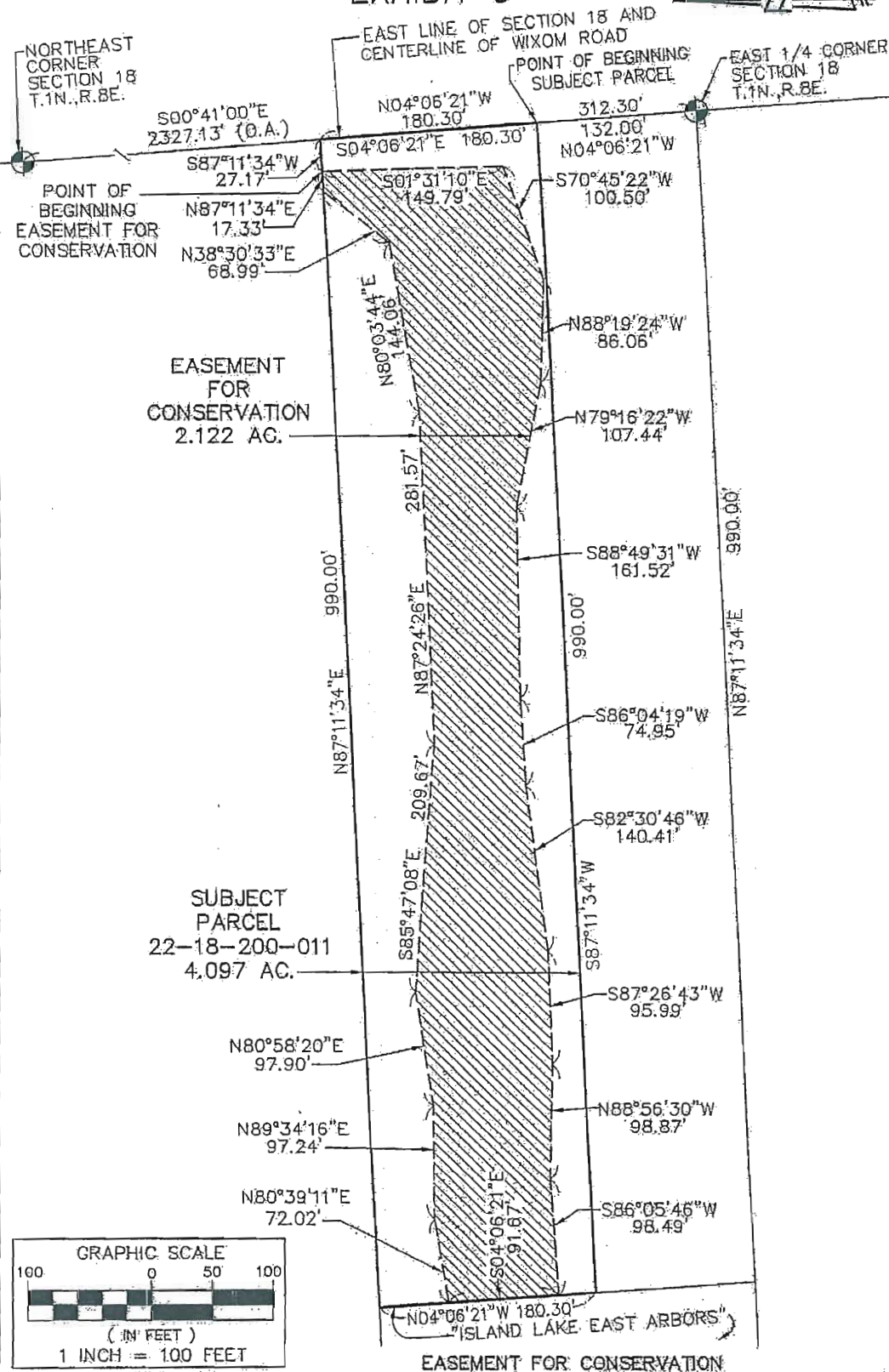


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 Environmental • Water/Wastewater
 20399 GRAND RIVER AVENUE SUITE 110
 Novi, MI 48375-2123
 (248) 322.8300

ISLAND LAKE EAST ARBORS
 SECTION 18, T.1N., R.8E.,
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 50'
 DATE: 7-25-2006
 JOB NO.: 03-020
 03-020EE-CONSV
 DRAWN BY: NLS
 CHECK: KAL
 SHEET: 2 OF 2

EXHIBIT C



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 40399 GRAND RIVER AVENUE • SUITE 110 • NOVI, MI • 48375-2123
 248.322.6100 www.atwell-hicks.com 888.650.4200

SIDEWELL NO. 22-18-200-011
 SECTION 18, T.1N., R.8E.,
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	7-26-2008
JOB NO.:	03-020
03-020EE-CONSV-SW-011	
DRAWN BY:	RLW
CHECKED:	KAL
SHEET:	1 OF 1

EXHIBIT D

Soil Testing/Fertilizer Application Procedure for Lakefront Site Condominium Units established in the Island Lake of Novi Community

The following procedures shall also be incorporated into the Master Deed and/or Condominium By-Laws recorded in connection with the establishment of any site condominium units with frontage on Island Lake:

Testing Prior to Earthwork Activity

1. Prior to earthwork or topsoil placement within the 25-foot wide Lakefront Easement Area, Grantor or Grantor's affiliate, Toll Brothers, shall take ten (10) soil samples evenly distributed along the lakefront area and submit them to an agricultural extension service for testing and analysis of nutrient content to establish a pre-construction baseline for soil nutrient level. Nutrients to be tested are nitrogen, phosphorus, and potassium.
2. Upon receipt of results of the soil testing and analysis, Grantor or Toll Brothers shall forward copies of the results to the City of Novi and to such environmental consultant as may be specified from time to time by the City of Novi.

Testing During Initial Landscape Installation:

1. Upon placement of topsoil on a newly developed Lakefront Site Condominium Units or waterfront home site(s), initial soil samples will be taken within landscaped areas and sent to an agricultural extension service for testing and analysis of nutrient content to establish a baseline for soil nutrient levels. Nutrients to be tested are nitrogen, phosphorus and potassium.
2. The extension service will provide recommendations regarding the addition of fertilizer to the soil for purposes of sustaining lawn and ornamental plantings. The fertilizer application shall be the minimum necessary to adequately sustain such plantings. Fertilizer applications cannot exceed the amount specified by the extension service.

Ongoing Testing and Applications:

1. After the initial testing above, soil testing, analysis and fertilizer application recommendations will be conducted twice yearly by the extension service for waterfront home site(s). The Island Lake of Novi Community Association ("Community Association") shall administer this program.
2. During the first week in April and during the first week in October, ten soil samples during each of these months will be taken from the landscaped areas within Lakefront Site Condominium Units or waterfront home sites and sent to an agricultural extension service for testing and analysis of nutrient content. Sample locations will be evenly distributed along the Lakefront Site Condominium Units. Soil sample locations will be documented (e.g., rear yard of 1234 Island Lake Drive).
3. The nutrients to be tested in the extension service analysis of the ten soil samples are nitrogen, phosphorus and potassium. Based on this follow-on analysis, the extension service will provide recommendations to the Community Homeowners Association regarding the addition of fertilizer to the soil for purposes of sustaining lawn and ornamental plantings. The Community Association will then promptly notify all condominium associations established with regard to condominiums that include any part of the shoreline of Island Lake, the landscape maintenance staff for such condominiums and the

EXHIBIT D continued -

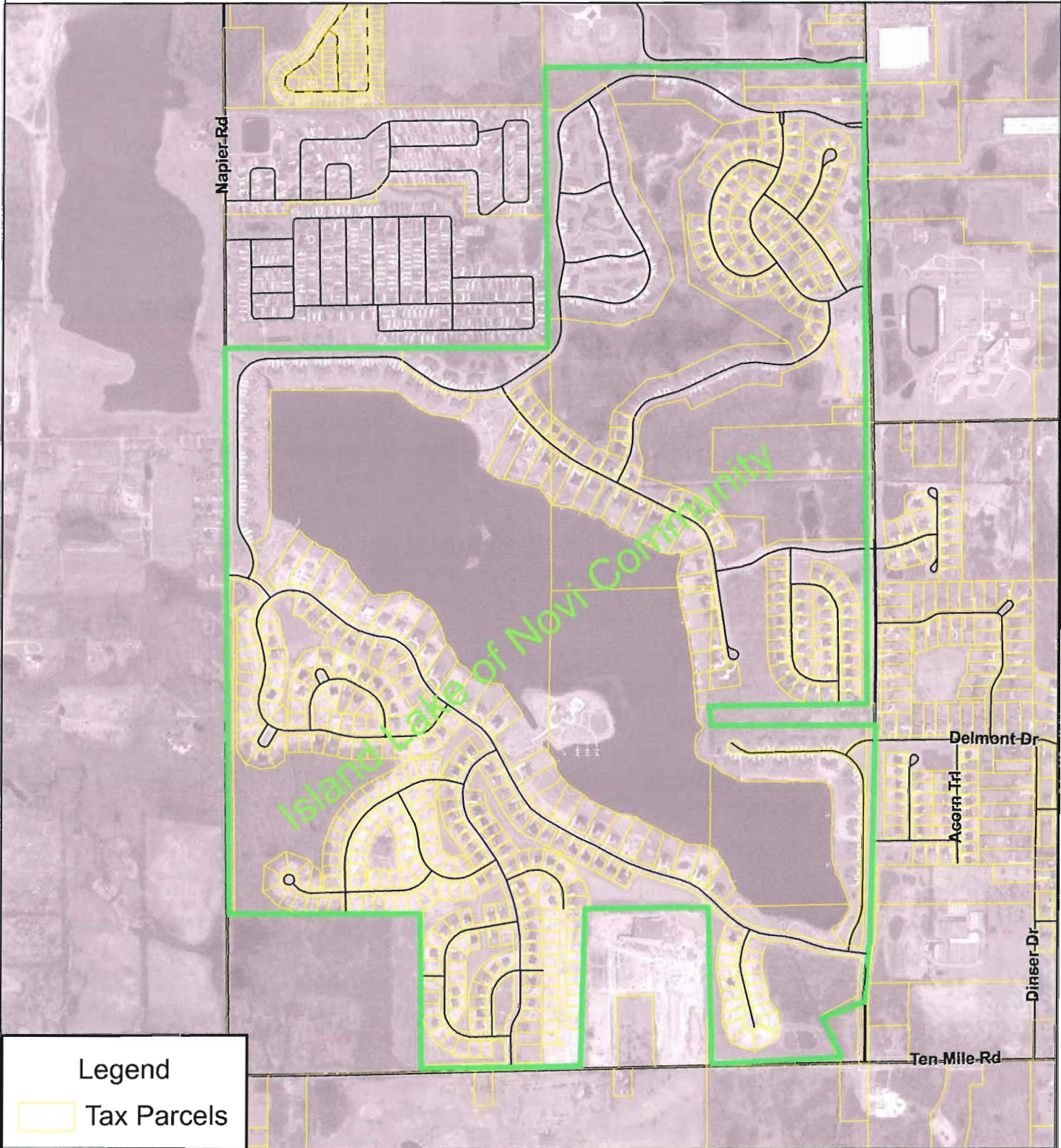
individual co-owners of Lakefront Site Condominium Units regarding that season's fertilizer application recommendations. The Community Association will also promptly forward copies of the soil testing results and fertilizer recommendations to the City of Novi and to such environmental consultant as may be specified from time to time by the City of Novi.

4. Co-owners of Lakefront Site Condominium Units shall have two weeks after notification from the Community Association to apply fertilizer per the extension service recommendations. The fertilizer application recommendation shall be the minimum necessary to adequately sustain such plantings. Fertilizer applications cannot exceed the amount specified by the extension service. Co-owners of Lakefront Site Condominium Units may elect to omit fertilizer application or to apply less than that recommended by the extension service.

5. In no event shall fertilizers or herbicides be applied within the 25-foot wide Lakefront Easement Area.

Location Map

Island Lake of Novi Community Location Map



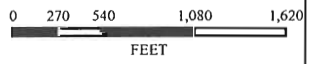
Legend

Tax Parcels



CITY OF NOVI PLAN REVIEW CENTER

Created by Mark Spencer
8/2/07
NOVI PLANNING DEPARTMENT
45175 W. TEN MILE ROAD
NOVI, MI 48375-3024
(248) 347-0475
WWW.CI.NOVI.MI.US



/island lake location.mxd

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.