

MEMORANDUM



TO: CLAY PEARSON, CITY MANAGER
FROM: RANDY AULER, CPRP, DIRECTOR *R. Auler*
PARKS, RECREATION & FORESTRY
SUBJECT: 2005 MICHIGAN NATURAL RESOURCES TRUST FUND GRANT
DATE: DECEMBER 5, 2007

This memo is an update on the status of the 2005 Michigan Natural Resources Trust Fund (MNRTF) grant to acquire the 15-acre Roskelly and 36-acre Mirage properties on Meadowbrook Road. Use of the Mirage parcel as the "local match" and the nature and extent of public access over both parcels have been the subject of discussion and potential concern with the Michigan Department of Natural Resources (MDNR) since the grant was awarded; we have now received additional information that should be shared with the Parks, Recreation and Forestry Commission and City Council.

The City received a letter dated November 19, 2007 (attached) from the Michigan Department of Natural Resources (MDNR) stating that we may not proceed with the acquisition of the property until a modification of the existing conservation easement on the Mirage Development parcel is requested from the Michigan Department of Environmental Quality (MDEQ). City staff believe we complied with this request in 2006 and have complied with all additional request by MDNR through process.

Staff prepared and sent a response (attached) to the November 19, 2007 letter.

In the spirit of complying with Ms. Hegstrom's request, we have, once again, formally requested from MDEQ modification of the existing conservation easement to permit the improvement of the trails and trail surface on the Mirage Development parcel. MDEQ's response to this request will determine our next course of action. We will continue our efforts to bring this issue to a successful resolution and keep you apprised of our progress.



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN

DEPARTMENT OF NATURAL RESOURCES

LANSING



REBECCA A. HUMPHRIES
DIRECTOR

November 19, 2007

Mr. Randy Auler, Director
Parks, Recreation, and Forestry
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

Dear Mr. Auler:

SUBJECT: TF05-165, Village Wood Lake/Orchard Hills West Acquisition,
City of Novi

As you are aware, the city of Novi was awarded a Michigan Natural Resources Trust Fund (MNRTF) acquisition grant in 2005 to purchase two properties, which together would become Meadowbrook Park. One of the properties (the west property) was, and still is encumbered by a conservation easement held by the Michigan Department of Environmental Quality (DEQ). This conservation easement does not prohibit access to the property by the public. However, it does prohibit the alteration or development of the property in any way, including the creation of trails and the alteration or removal of vegetation.

In your original MNRTF application to the Department of Natural Resources (DNR), you wrote in your narrative (underlining added):

Because of the sensitive nature of the floodplain and wetland areas, future trails through the interior portions of the west side of the park need to be located with the utmost care. Currently a MDEQ conservation easement limits improvements to much of this site. The City will request a modification of the easement requirements to allow limited site improvements such as trails.

In another section of your narrative, you stated:

Meadowbrook Park will be developed to meet A.D.A. requirements for barrier-free access. All improvements to park and its facilities will be designed and constructed to provide barrier-free access and use of the park.

Earlier in the narrative, you defined Meadowbrook Park as, "The proposed 51 acre Meadowbrook Park consists of two properties...."

Taken all together, your application told the DNR that, if successful in receiving a grant, you would petition the DEQ to allow for the development of trails on the west property, and that the trails you developed would meet barrier-free requirements.

NATURAL RESOURCES COMMISSION

Keith J. Charters, Chair • Mary Brown • Hurley J. Coleman, Jr. • Darnell Earley • John Madigan • J. R. Richardson • Frank Wheatlake

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Mr. Randy Auler
Page 2
November 19, 2007

Following the grant award, you entered into discussions with both DEQ and DNR on the issue of providing public access to the property. Following these discussions, both DEQ and DNR requested that you submit a proposal for providing public access to the west property.

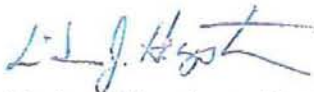
In October 2007, I received a copy of your proposal. As part of this proposal, you submitted an aerial photograph of the site with the boundaries of the wetland areas and the location of a looped trail that has been created through public use on what you now consider an upland area. You stated in your proposal that you believe that with only minor weed clearing, the city can provide substantial and appropriate public access to the wetlands, wildlife, and plant life on the property by means of this trail. Also as part of the proposal, the city included a letter of opinion from Ms. Cindy Burkhour, stating that unless the city changes or upgrades the trail, the existing trail is not subject to the requirements of the Americans with Disabilities Act.

Following our receipt of your proposal, you forwarded to me an email from Ms. Melanie Foose, Environmental Quality Analyst with the DEQ, stating that she believed that your proposal was acceptable under the terms of the conservation easement.

We have not received any information from you indicating that you have requested from the DEQ a modification of the conservation easement to allow for the development of trails. We require that you comply with the statements you made in your MNRTF grant application, which is a part of the project agreement executed between the city of Novi and the DNR. Therefore, we **cannot approve** your proposal for the site. The options you have at this time remain the same as those I provided to you in my March 2, 2007 letter to you (copy attached).

Please feel free to contact me with any questions you may have about this decision. I can be reached at the email address or telephone number given below. You may write to me at: **Grants Management, Department of Natural Resources, P.O. Box 30425, Lansing, MI 48909-7925.**

Sincerely,



Linda J. Hegstrom, Grant Coordinator
Grants Management
517-241-4128
hegstrol@michigan.gov

LJH:lh
cc: Ms. Deborah Apostol, DNR



December 5, 2007

CITY COUNCIL

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David B. Landry

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Ms. Linda Hegstrom, Grant Coordinator
Grants Management
Michigan Department of Natural Resources
Mason Building
P.O. Box 30028
Lansing, MI 48909-7528

Re: TF05-165, Village Wood Lake/Orchard Hills West Acquisition, City of Novi

Dear Ms. Hegstrom:

This letter is in response to your letter to me dated November 19, 2007 regarding the above project in the City of Novi. The letter reflects your apparent position, taken now some two years after the initial award of the grant in 2005, that the City has not done enough to attempt to secure appropriate modifications to the MDEQ conservation easement on the Village Wood Lake property. The letter appears to indicate that the MDEQ's recent determination that the City will be permitted to maintain the existing trails on that property is somehow insufficient. The City has several responses to the issues raised in your letter, but generally stated we believe that it inaccurately portrays both the City's statements in connection with the grant application and the City's subsequent efforts, at your request, to address possible modifications to it.

With regard to the City's representations during the grant process, your letter selectively quotes from the City's narrative. The application is in fact very clear in acknowledging that the western portion is encumbered by a conservation easement. The narrative states that "The area around the lake (the eastern portion), due to this high ground and historical use, is better suited for the more intense proposed uses, like fishing access." It also mentions only "low impact" trails on the property, as a means to allow visitors "to reach wildlife observation stations." The narrative specifically talks in terms of having to "request" modifications, and does not indicate that the City would be entitled to any particular MDEQ response. In this regard, the uses described in the narrative included wildlife observation points, and natural resource education opportunities, neither of which include or require intense physical development.

In short, the application made clear that the park was to be maintained largely in its natural state. The reference to the western part of the site referred to the construction of bike paths along the west side of Meadowbrook Road and sidewalks being constructed along Mallott, on the north side of the western area. The narrative indicates that these improvements were either under way or would be immediate. It then described "Phase I" improvements as the access road and

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45175 W. Ten Mile Road
Novi, Michigan 48375
248.347.0460
248.347.0577 fax

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parking area (eastern side), and Phase II as the fishing access (also eastern side).

Your references to the "barrier free" sections of the narrative are similarly selective. The narrative expressly state that "specific barrier-free improvements will include the parking area and the trail to the shoreline fishing facilities." It goes on to state that improvements to the park, while complying with barrier free requirements, will be as "visually and physically unobtrusive as possible." We think the letter from Cynthia Burkhour confirms that the City has provided exactly what was discussed in this regard.

The impact of your recent letter that the City has not followed through on its commitment to seek appropriate modifications to the MDEQ easement with all due respect, this is simply not correct. I personally have had many conversations with MDEQ representatives, particularly Colleen O'Keefe and Melanie Foose on that very subject. On September 22, 2006, I wrote a letter to Colleen O'Keefe specifically requesting an opportunity to amend the conservation easement in light of the grant application. (See Attachment A.) The MDEQ's response, dated November 27, 2006 included a clarification of uses. (See Attachment B.) You then responded with a letter dated March 2, 2007 stating that the MDEQ's response was insufficient and that the City could not use the western property as part of its grant application "match."

We then met at your office on April 25, 2007. We discussed your letter and the possible "solutions" to the concerns that you had outlined. One of the clear directions that we got from you and your supervisor, Ms. Apostol, was to seek from the MDEQ—in whatever form could be obtained—clarification as to the use of the existing trails on the site affected by the conservation easement. The attached e-mail correspondence from me to Melanie Foose, beginning on May 4, 2007, was one of the results of that conversation.

As you can see, it includes a request to discuss amendments to the conservation easement restrictions and a fairly clear indication from Ms. Foose as early as May 14, 2007 (copied to you) that changes to the easement were not being considered by the MDEQ, although further clarification of the easement and possibly relaxed standards for use would be considered. At this point, you could have clearly indicated to me or the City that this was not going to suffice for your purposes. We at the City have acted in reliance upon the discussions both at the April 25, 2007 meeting and subsequently by telephone and e-mail.

Thinking we were essentially all operating under the same general set of assumptions, we prepared for your consideration on October 1, 2007, a letter to both you and Ms. Foose outlining the increased extent of the use of the western parcel, as part of an overall discussion of the status of the application. Ms. Foose has responded to that discussion by essentially agreeing to the proposed use the City had always indicated would be made of the western property—maintain the existing trails, install interpretive signage, etc. (See e-mail dated November 13, 2007.) The idea that the western portion of the property has some public access, while the main unencumbered and more intense public access is on the eastern portion, where Village Wood Lake is, has always been represented as the intention in the grant application. That this effort—made directly in reliance upon your representations and those of Ms. Apostol as far back as April, 2007—is now completely unacceptable to the MDNR staff is inconceivable and indefensible.

We have already extended the grant application closing date for six months on one occasion. However, one of the property sellers has indicated in no uncertain terms that the delay in closing this transaction has affected his interest in the property. Litigation by the owner is entirely possible should this matter not proceed forward as a result of this current discussion.

So, although the City believes that it has fulfilled its obligations and commitments under the grant application to seek "a modification of the easement requirements" from the DEQ—which modifications have in fact been made in the form of the November 27, 2006, letter from Ms. Foose and her e-mail of November 13, 2007, both of which extended the scope of what the MDEQ had initially told the City would be permitted on the western property—the City will again formally petition the MDEQ for an amendment for a formal, recordable amendment to the conservation easement given your recent correspondence. At this point, we assume that the changes outlined in the two correspondences from Ms. Foose, if formalized in a recorded amendment to the conservation easement, would be sufficient for your approval of the project. (See attached draft letter to Ms. Foose.) Again, we do not believe that in order for the City to be entitled to close on the grant that such a formal amendment is required. However, if the formal amendment that the City seeks is not sufficient for some reason, you will need to let me know that immediately, so that we can act accordingly.

Obviously, time is of the essence in terms of a response from you to the foregoing and particularly with regard to the language of a proposed formal amendment to the conservation easement. I look forward to hearing from you at your very earliest convenience. If you have any questions regarding the above, please do not hesitate to call.

Very truly yours,



Randy Auler, CPRP
Director
Novi Parks, Recreation & Forestry

RA/
Enclosures

1011056



December 5, 2007

CITY COUNCIL

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Mayor Pro Tem
Kim Capello

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City Clerk
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Ms. Melanie Foose
Environmental Quality Analyst
Land and Water Management Division
Department of Environmental Quality
27700 Donald Court
Warren, MI 48092-2793

Re: TF05-165, Village Wood Lake/Orchard Hills West Acquisition, City of Novi

Dear Ms. Foose:

The City of Novi has received correspondence from Linda Hegstrom of the MDNR (November 19, 2007) in connection with the City's MNRTF grant application referenced above. You recently sent me e-mail correspondence confirming the extent to which the City would be permitted to make use of the property on the west side of Meadowbrook Road that is part of the grant application. As you know, that property is encumbered by an MDEQ conservation easement.

The letter from Ms. Hegstrom, a copy of which is attached, states that the City's grant application cannot be finalized at this time, because she believes the City has not formally requested an actual amendment to the conservation easement for trail improvements to the property. From my perspective, I have had any number of conversations with both Colleen O'Keefe and you on that issue, and have on at least a couple of occasions formally corresponded with the MDEQ on the subject. My understanding to this point has been that the MDEQ does not want to formally amend the conservation easement, hence the clarification clarifying correspondence that you have sent to Novi in the past. (See, for example, your letter dated November 27, 2006 and your recent e-mail to me dated November 13, 2007.)

In response to Ms. Hegstrom's recent letter, however, it is necessary that the City again formally request the MDEQ to amend the conservation easement. I have taken the liberty of preparing a revised easement document, showing the proposed language amendments. I submit that for your review and request that you respond to the proposed language at your very earliest convenience. The City now has until January 31, 2007, to finalize the grant application process; this is already an extended date from the original date set for closing.

City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375
248.347.0460
248.347.0577 fax

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Please call me once you receive this letter so that we can discuss the status of this project.
Thank you for your consideration.

Very truly yours,



Randy Auler, CPRP
Director
Novi Parks, Recreation & Forestry

RA/
Enclosures

1011097

CONSERVATION EASEMENT

This Conservation Easement is created _____, 200__, by and between _____, a limited liability company (*circle one*), whose address is, _____ (Grantor) and the Land and Water Management Division of the Michigan Department of Environmental Quality (MDEQ), whose address is, Constitution Hall, 1st Floor South, 525 West Allegan Street, P.O. Box 30458, Lansing, Michigan 48909-7956 (Grantee);

The Grantor is the title holder of real property located in the City of Novi, Oakland County, and State of Michigan, more fully described in Exhibit A.

The Land and Water Division of the MDEQ is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and

Permittee has applied for a permit pursuant to Part 303 to authorize activities that will impact regulated wetland. The Land and Water Management Division of the MDEQ evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met, and

Permittee has agreed to grant the MDEQ a conservation easement that protects the wetland mitigation site and/or the remaining wetlands on the property and restricts further development to the area described in Exhibit B. The MDEQ shall record the conservation easement with the county register of deeds.

Accordingly, Grantor conveys this Conservation Easement to Grantee pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the NREPA, MCL 324.2140 *et seq*, on the terms and conditions stated below.

This Conservation Easement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises, except for the access provided in Paragraph 10.

Grantor shall continue to have all rights and responsibilities as owner of the property subject to the Easement.

Upon reasonable notice to Grantor, Grantee, and its authorized employees and agents, may enter the Easement Premises to determine whether they are being maintained in compliance with the terms of this Conservation Easement and for the purpose of taking corrective actions if Permittee for Permit Number _____, fails to comply with the mitigation conditions of the permit.

This Conservation Easement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.

This Conservation Easement may be enforced by either an action at law or in equity and shall be enforceable against any person claiming an interest in the Easement Premises despite a lack of privity of estate or contract.

Grantor shall indicate the existence of this Conservation Easement on all deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.

Within 90 days after this Conservation Easement is executed, Grantor, at its sole expense, shall place signs, fences, or other suitable markings along the boundary of the Easement Premises to clearly demarcate the boundary of the Easement Premises.

(Grantee)

(Witness)

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____,
200__, by _____ on behalf of _____.

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

After recording, return to:

1011147



September 22, 2006

Ms. Colleen O'Keefe
Michigan Department of Environmental Quality
Land and Water Management
P.O. Box 30204
Lansing, MI 48909

CITY COUNCIL

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David B. Landry

Mayor Pro Tem
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Andrew Mutch

Toni Nagy

Lynne Paul

City Manager
Clay J. Pearson

City Clerk
Maryanne Cornelius

Dear Ms. O'Keefe:

The City of Novi has been awarded a Michigan Natural Resources Trust Fund (MNRTF) grant for the acquisition of two parcels of property totaling 51 acres. The City of Novi is acquiring the parcel for the purposes of preserving its significant environmental resources and to provide opportunities for the public to access the property and enjoy the natural beauty of the property.

The property was part of a residential development and the developer granted a conservation easement to the Michigan Department of Environmental Quality (MDEQ). I have attached a copy of the conservation easement for your review, but, in essence, the easement restricts access to the property by the general public and regulates maintenance activities on the property.

The City of Novi is requesting your assistance in clarifying the issue allowing the public to use the property and the maintenance of trails on the property. There are trails with natural surfaces on the property and The City of Novi would like to maintain the grassed trails, install a park sign, install interpretive signage along the existing pathways and allow public access on the existing pathways. The City of Novi will not construct structures or further develop the property. The City requests a revised conservation easement be approved which enables the public to utilize the property for passive recreation purposes.

Thank you for your consideration. I may be reached at 248-347-0400 or email rauler@cityofnovi.org and look forward to discussing this with you.

Sincerely,

A handwritten signature in cursive script that reads 'Randy Auler'.

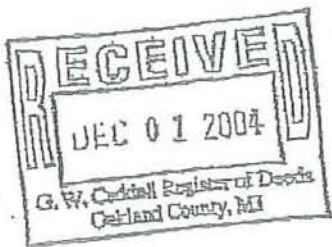
Randy Auler
Director, Parks, Recreation & Forestry

CITY OF NOVI
Parks, Recreation
and Forestry

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Novi, MI 48375
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(248) 347-3286 Fax
www.ci.novi.mi.us



Completed MDEQ Conservation
Easement



489936
LIBER 34598 PAGE 597
\$34.00 MISC RECORDING
\$4.00 REMONUMENTATION
12/16/2004 08:17:20 A.M. RECEIPT# 159277
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526, respectively)

This CONSERVATION EASEMENT is created September 29, 2004, by and between MIRAGE DEVELOPMENT, L.L.C. a limited liability company (*delete one*), whose address is, 45380 W. TEN MILE, SUITE 135, NOVI, MI 48375 (Grantor) and the Land and Water Management Division of the Michigan Department of Environmental Quality (MDEQ), whose address is, Constitution Hall, 1st Floor South, 525 West Allegan Street, P.O. Box 30458, Lansing, Michigan 48909-7956 (Grantee);

The Grantor is the title holder of real property located in the City of Novi, Oakland County, and State of Michigan, more fully described in Exhibit A.

The Land and Water Division of the MDEQ is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and

Permittee has applied for a permit pursuant to Part 303 to authorize activities that will impact regulated wetland. The Land and Water Management Division of the MDEQ evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met, and

Permittee has agreed to grant the MDEQ a conservation easement that protects the wetland mitigation site and/or the remaining wetlands on the property and restricts further development to the area described in Exhibit B. The MDEQ shall record the conservation easement with the county register of deeds.

ACCORDINGLY, Grantor conveys this Conservation Easement to Grantee pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the NREPA, MCL 324.2140 *et seq*, on the terms and conditions stated below.

O.K. - KB

8. This Conservation Easement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises, except for the access provided in paragraph 10.
9. Grantor shall continue to have all rights and responsibilities as owner of the property subject to the Easement.
10. Upon reasonable notice to Grantor, Grantee, and its authorized employees and agents, may enter the Easement Premises to determine whether they are being maintained in compliance with the terms of this Conservation Easement and for the purpose of taking corrective actions if Permittee for Permit Number 99-10-0672-P, fails to comply with the mitigation conditions of the permit.
11. This Conservation Easement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.
12. This Conservation Easement may be enforced by either an action at law or in equity and shall be enforceable against any person claiming an interest in the Easement Premises despite a lack of privity of estate or contract.
13. Grantor shall indicate the existence of this Conservation Easement on all deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.
14. Within 90 days after this Conservation Easement is executed, Grantor, at its sole expense, shall place signs, fences, or other suitable markings along the boundary of the Easement Premises to clearly demarcate the boundary of the Easement Premises.

(Grantee)
STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LAND AND WATER MANAGEMENT DIVISION

Signature: Lynda Kay Jones
Lynda Kay Jones
Type/Print Witness' Name

Mary Ellen Cromwell
Mary Ellen Cromwell, Acting Chief

STATE OF MICHIGAN

} ss

COUNTY OF INGHAM

The foregoing instrument was acknowledged before me this 22nd day of November, 2004,
by Mary Ellen Cromwell, Land and Water Management Division, Acting Chief, State of Michigan, on behalf of
the Michigan Department of Environmental Quality.

LYNDA KAY JONES
Notary Public, Clinton Co., MI
My Comm. Expires Oct. 1, 2007

Lynda Kay Jones
Notary Public
Clinton County, Michigan

My Commission Expires: 10/01/07

Acting in Ingham County

Drafted by: S. Peter Manning
Department of Attorney General
Environment, Natural Resources
and Agriculture Division
525 West Allegan Street
Lansing, MI 48933

AFTER RECORDING, RETURN TO:

Land and Water Management Division
525 West Allegan Street
P.O. Box 30458
Lansing, MI 48909-7958
Michigan Department of Environmental Quality

(August 18, 2004)

LIBER 34598 PG 603

Phone: (248) 848-1668
Fax: (248) 848-8896

WARNER, CANTRELL & PADMOS, INC.
CIVIL ENGINEERS & LAND SURVEYORS

27300 Haggerty Road, Suite F2
Farmington Hills, MI 48331

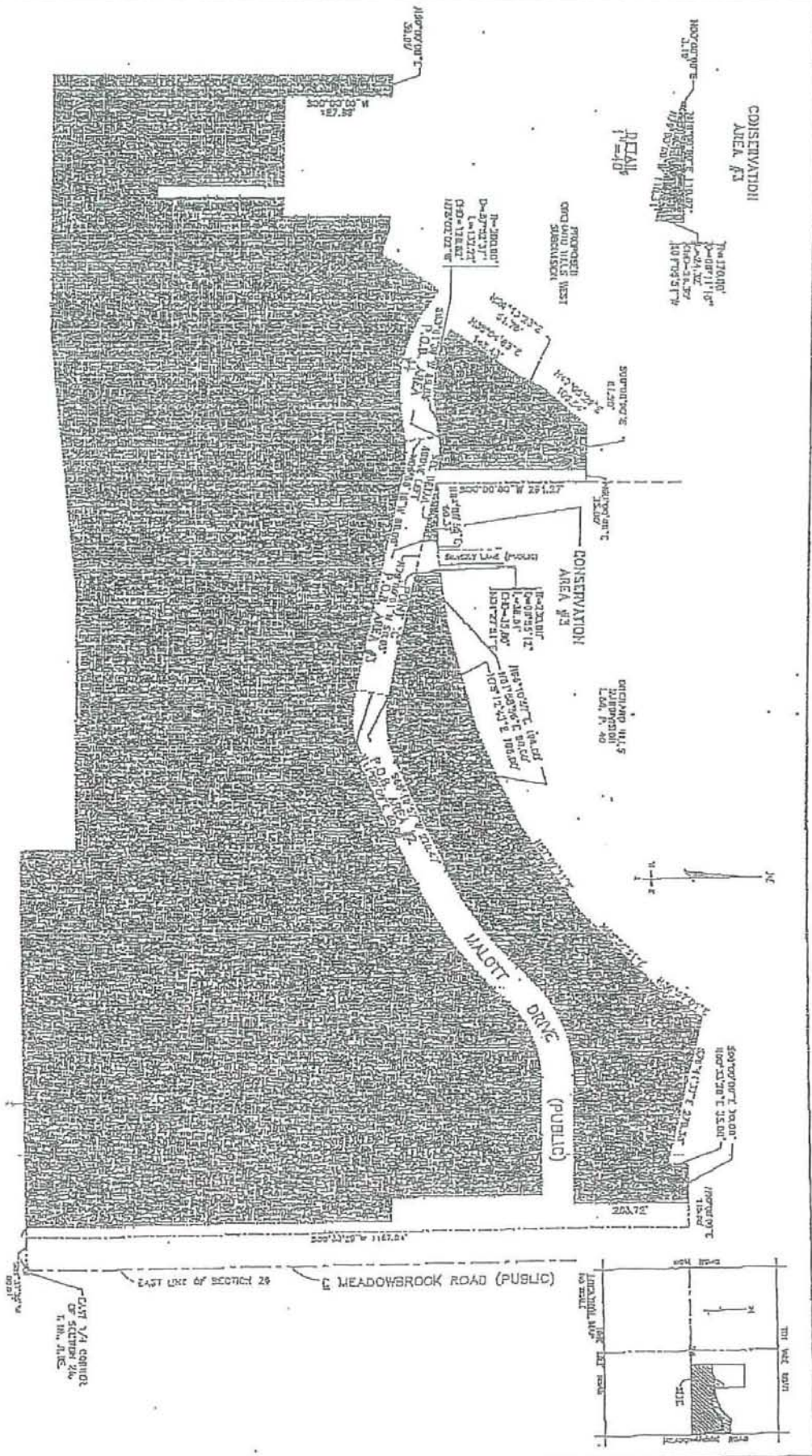
EXHIBIT "B"
DESCRIPTION OF THE CONSERVATION AREAS

PART OF THE NORTHEAST ¼ OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ¼ CORNER OF SECTION 26, T.1N., R.8E.;
THENCE S.89°37'35"W., 80.01' TO THE POINT OF BEGINNING OF WETLAND
CONSERVATION AREA NO.1; THENCE CONTINUING S.89°37'35"W., 691.67';
THENCE N.00°00'51"E., 100.00'; THENCE S.89°36'56"W., 474.00'; THENCE
S.83°32'52"W., 473.00'; THENCE S.89°36'56"W., 475.38', THENCE N.00°00'00"W.,
596.36'; THENCE N.90°00'00"E., 39.99'; THENCE S.00°00'00"W., 187.98';
THENCE N.90°00'00"E., 186.00'; THENCE S.00°00'00"W., 222.00'; THENCE
N.90°00'00"E., 20.00'; THENCE N.00°00'00"W. 222.00'; THENCE N.90°00'00"E.,
34.00'; THENCE N.00°00'00"W., 187.98'; THENCE N.90°00'00"E., 21.63'; THENCE
S.73°15'38"E., 49.04'; THENCE N.34°11'15"E., 120.00'; THENCE S.55°48'45"E.,
34.64'; THENCE ALONG A CURVE TO THE LEFT RADIUS 260.00', CENTRAL
ANGLE 41°09'36" (THE CHORD OF SAID CURVE BEARS S.76°23'33"E., 182.79')
A DISTANCE OF 186.78'; THENCE N.83°01'39"E., 69.88' TO A POINT
HEREINAFTER REFERRED TO AS POINT "A"; THENCE ALONG A CURVE TO
THE RIGHT RADIUS 200.00', CENTRAL ANGLE 17°53'21" (THE CHORD OF SAID
CURVE BEARS S.87°59'11"E., 62.48') A DISTANCE OF 62.74'; THENCE
S.79°00'00"E., 411.19' TO A POINT HEREINAFTER REFERRED TO AS POINT
"B"; THENCE ALONG A CURVE TO THE LEFT RADIUS 260.00'; CENTRAL
ANGLE 34°49'03" (THE CHORD OF SAID CURVE BEARS N.83°35'29"E., 155.58')
A DISTANCE OF 158.00'; THENCE N.66°10'57"E., 220.47'; THENCE ALONG A
CURVE TO THE LEFT RADIUS 690.00', CENTRAL ANGLE 20°14'06" (THE
CHORD OF SAID CURVE BEARS N.56°03'54"E., 242.42') A DISTANCE OF
243.69'; THENCE N.45°56'51"E., 36.05', THENCE ALONG A CURVE TO THE
RIGHT RADIUS 200.00', CENTRAL ANGLE 44°36'29" (THE CHORD OF SAID
CURVE BEARS N.68°15'06"E., 151.81') A DISTANCE OF 155.71'; THENCE
S.89°28'40"E., 214.97'; THENCE S.00°33'20"W., 262.66'; THENCE S.89°28'40"E.,
42.72"; THENCE ALONG A LINE 80.00' DISTANT FROM AND PARALLEL TO THE
EAST LINE OF SAID SECTION 26, S.00°33'20"W., 640.75' TO THE POINT OF
BEGINNING OF WETLAND CONSERVATION AREA NO. 1. (30.471 ac)

PA 22-26-201-007

ALSO A WETLAND CONSERVATION AREA DESCRIBED AS COMMENCING AT
POINT "A" HERETOFORE DESCRIBED; THENCE N.86°58'18"W., 60.00' TO THE
POINT OF BEGINNING OF WETLAND CONSERVATION AREA #4; THENCE
S.83°01'39"W., 69.88'; THENCE ALONG A CURVE TO THE RIGHT RADIUS
200.00', CENTRAL ANGLE 37°52'37" (THE CHORD OF SAID CURVE BEARS
N.78°02'02"W., 129.82') A DISTANCE OF 132.22'; THENCE N.35°04'53"E., 143.43';
THENCE N.26°13'23"E., 51.76"; THENCE N.42°05'29"E., 105.54'; THENCE
S.90°00'00"E., 81.90'; THENCE S.00°00'00"E., 260.37'; THENCE ALONG A NON-



NOTE: RICHARD HILLS
ACCESS TO CONSERVATION
AREAS #1, #2, #3 AND #4 SHALL
BE BY WALLOTT DRIVE (PUBLIC)

EXHIBIT G

CONSERVATION AREAS

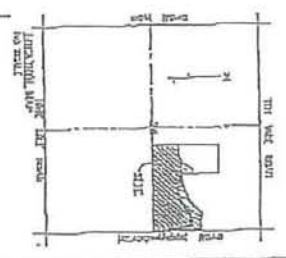
ORCHARD HILLS WEST SUBDIVISION
PART OF THE SE 1/4 OF SECTION 26,
T.14N. R.14E. S.10W.
DODD COUNTY, WISCONSIN



| | |
|----------|-------------------------|
| FILE NO. | DEC 1, 1988 |
| DATE | 12/1/88 |
| BY | UNIVERSITY OF WISCONSIN |
| PROJECT | CONSERVATION AREAS |

| | |
|-------|-------------------------|
| SCALE | AS SHOWN |
| DATE | 12/1/88 |
| BY | UNIVERSITY OF WISCONSIN |

UNIVERSITY OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LAND AND WATER
1600 UNIVERSITY AVENUE
MADISON, WISCONSIN 53706
TEL: 608/262-3100
FAX: 608/262-3101



CONSERVATION AND PRESERVATION EASEMENT

THIS CONSERVATION AND PRESERVATION EASEMENT ("this Conservation Easement") made this 4th day of May, 2004, by and between MIRAGE DEVELOPMENT, L.L.C., a Michigan limited partnership (hereinafter called the "Grantor"), having its principal office at 45380 W. Ten Mile, Suite 135, Novi, Michigan 48375, and the CITY OF NOVI, a Michigan municipal corporation (hereinafter called the "Grantee"), having its principal office at 45175 West Ten Mile Road, Novi, Michigan 48375.

WITNESSETH:

This Conservation Easement is made with reference to the following underlying facts and objectives:

(A) Grantor owns a certain parcel of vacant land (the "Parcel") situated in Section 26 of the City of Novi, Oakland County, Michigan. The Parcel is more particularly described on Exhibit "A" attached hereto.

(B) The Parcel contains certain environmentally sensitive areas (the "Conservation Areas"), including, without limitation, wooded areas, and wetland areas, which are worthy of preservation in their natural and undeveloped condition, and which Grantor wishes to cause to be preserved, permanently, in their natural and undeveloped condition by means of this Conservation Easement.

(C) The Conservation Areas are more particularly described on Exhibit "B" attached hereto, and are depicted on the drawing attached hereto, marked Exhibit "C".

(D) The balance of the Parcel will be used for, or in connection with, the development/occupation of a single family residential subdivision (the "Subdivision"), to be known as "Orchard Hills West Subdivision".

(E) The site of the Subdivision (the "Subdivision Site") is more particularly described on Exhibit "D" attached hereto.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants and conveys this Conservation Easement to Grantee, pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL324.2140, et.seq., upon the terms and conditions set forth following:

1. The purpose of this Conservation Easement is to preserve each Conservation Area in its natural and undeveloped condition. The Mitigation Area south of Mallott Drive, as shown on the approved site plan, will automatically become part of this Conservation Easement when the City of Novi has granted approval upon its completion.
2. Except as authorized under appropriate City of Novi, and Michigan Department of Environmental Quality permits, and subject to the rights of others under existing easements and rights-of-way of record, Grantor and Grantee shall permanently refrain from altering the topography of, placing fill material in, dredging, removing or excavating any soil, minerals, trees or vegetation from, constructing or placing any structures on, draining surface water from, or plowing, tilling, cultivating or otherwise altering, using or developing any part of any of the Conservation Areas.
3. 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 any of the Conservation Areas, except that, upon reasonable notice to Grantor, Grantee and its authorized employees and agents may enter upon, and inspect, any of the Conservation Areas to determine whether such Conservation Area is being maintained in compliance with the terms of this Conservation Easement.

4. In the event that violations of the Conservation Areas are committed by the Grantor and the Grantor's heirs, successors, assigns and transferees, the City may serve written notice upon the Grantor, the Grantor's heirs, successors, assigns and transferees, including but not limited to the homeowner's association for the Orchard Hills West Subdivision (the "Association"), 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 up to 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on an equal pro rata basis as to all of the lots on the Parcel. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Grantor, and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

Violations of the Conservation Areas committed by members of the general public or any persons not a successor of the Grantor may be enforced by either an action at law, or in equity, by the Grantee, or by any member of the general public, against any person violating, or attempting to violate, the terms and limitations hereof, despite a lack of privity of estate or contract.

5. This Conservation Easement shall be binding upon the respective successors and assigns of both Grantor and Grantee, and shall run with and bind each Conservation Area in perpetuity, unless modified or terminated by written agreement of Grantor, Grantee, and the Michigan Department of Environmental Quality.

6. Grantor shall indicate the existence of this Conservation Easement on all legal instruments used to convey any interest in any of the Conservation Areas.

7. Within ninety (90) days after this Conservation Easement shall have been recorded, Grantor, at its sole expense, shall place such signs, demarcating the boundaries of each Conservation Area, and announcing its protected purpose, as shall have been designated by Grantee.

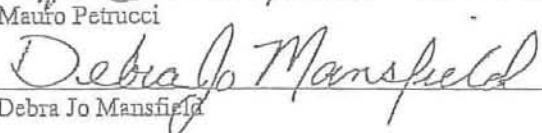
8. This Conservation Easement has been made and given for a consideration of value less than One Hundred (\$100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456 (26) (a), and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456 (5) (a).

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

Signed in the Presence of:



Mauro Petrucci

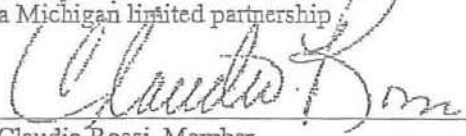


Debra Jo Mansfield

Signed by:

MIRAGE DEVELOPMENT, L.L.C.
a Michigan limited partnership

By:



Claudio Rossi, Member
"Grantor"

CITY OF NOVI, a Michigan
municipal corporation.

Debra Ann Blashfield
Debra Ann Blashfield

By:

Lou Csordas
Lou Csordas - Mayor

Debra Ann Blashfield
Debra Ann Blashfield

And:

Maryanne Cornelius
"Grantee" MARYANNE CORNELIUS-CITY CLERK

STATE OF MICHIGAN)

COUNTY OF OAKLAND)

)ss.

The foregoing instrument was acknowledged before me this 4th day of May, 2004, by Claudio Rossi, a Member in MIRAGE DEVELOPMENT, L.L.C., a Michigan limited company (the "Company"), on behalf of the Company.

Debra Jo Mansfield

Debra Jo Mansfield, Notary Public
Wayne County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 1/8/05

STATE OF MICHIGAN)

COUNTY OF OAKLAND)

)ss.

The foregoing instrument was acknowledged before me this 15th day of July 2005, 2004, by Lou Csordas and Maryanne Cornelius the Mayor and Clerk, respectively, of the CITY OF NOVI, a Michigan municipal corporation (the "City"), on behalf of the City.

DEBRA ANN BLASHFIELD
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 21, 2002
ACTING IN COUNTY OF Oakland

Debra Ann Blashfield
Oakland County, Michigan, Notary Public
My Commission Expires: 02-21-12

Drafted by:

Claudio Rossi
45380 W. Ten Mile
Suite 135
Novi, Michigan 48375

When recorded, return to:
Maryanne Cornelius, City Clerk
City of Novi
45175 W. 10 Mile Road
Novi, MI 48375

Transfer Tax: Exempt

DAKLAND COUNTY TREASURER CERTIFY AND HEREBY CERTIFY that their are NO TAX DUES or TITLE...
paid by the state or any municipal agency within description and of TAXES on same are paid for the years previous to the date of this instrument as appears by the records in the office except as stated.

235676
LIBER 29134 PAGE 529
416.00 DEED - COMBINED
44.00 REDEMPTION
416,792.00 TRANSFER TX COMBINED
05/12/2003 02:51:23 P.M. RECEIPT# 39561
PAID - RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

APR 23 2003

1:00 PM PATRICIA M. DONAHY, County Treasurer
Sec. 138, Act 209, 1985 as amended.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That L/B LAND ASSOCIATES, L.L.C., a Michigan limited liability company, having its principal office at 21790 Coolidge Highway, Oak Park, Michigan 48237, conveys and warrants to MIRAGE DEVELOPMENT, L.L.C., a Michigan limited liability company, having its principal office at 45380 West Ten Mile Road, Suite 135, Novi, Michigan 48375, certain real estate situated in the City of Novi (the "City"), Oakland County, Michigan, described as follows:

See Exhibit "A" attached hereto, and by this reference incorporated herein, for a complete description of the real estate (the "Land") to which this Warranty Deed pertains;

together with all and singular the easements, rights-of-way, rights, privileges, benefits, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the Land, including, without limitation, (i) all buildings, structures, fixtures, facilities, installations and other improvements of every kind and description now or hereafter in, on, over and under the Land, and (ii) all right, title and interest, if any, of Grantor, in and to any land lying in the bed of any street, road, avenue or alley, open or proposed, public or private, in front of, behind or otherwise adjoining the Land, or any part of the Land, to the centerline thereof, for the sum and full consideration of One Million Seven Hundred Twenty Thousand (\$1,720,000) Dollars;

subject to (a) easements, rights-of-way, covenants, conditions, restrictions and other matters of record; (b) the rights of the public in Meadowbrook Road; (c) the rights of the public in the Walled Lake Branch of the Middle Rouge River; (d) the rights of the public in the Woodland Creek Drain; (e) the Conservation and Preservation Easement to the City; (f) zoning ordinances of the City, and other applicable governmental regulations; and (g) the lien of real estate taxes not yet due and payable as at the date hereof.

Dated this 17th day of April, 2003.

Signed in the presence of:

Signed by:

Kelly Ann Spencer
Colleen A. Mette

L/B LAND ASSOCIATES, L.L.C., a Michigan limited liability company
By: Richard M. Lewiston, Managing Member

3P
R
CS
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STATE OF MICHIGAN REAL ESTATE TRANSFER TAX
OAKLAND 5/12/2003 39561 \$1,892.00 CO \$12,900.00 ST 252573 *

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

O.K. - MH

The Within instrument was acknowledged Before me this 17th day of April, 2003, by Richard M. Lewiston, the Managing Member in L/B

2933767

LAND ASSOCIATES, L.L.C., a Michigan limited liability company (the "Company"), on behalf of the Company.

Kelly Ann Spencer

Kelly Ann Spencer, Notary Public
Macomb County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 6/5/2005

Drafted by:

Richard M. Lawiston
21790 Coolidge Highway
Oak Park, Michigan 48237

When recorded return to:

Mirage Development, L.L.C.
45380 West Ten Mile Road -
Suite 135
Novi, Michigan 48375

Transfer Tax: \$12,900.00

14,742.00

Exhibit "A"Description of the Land

A parcel of land being part of the Northeast one-quarter (1/4) of Section 26, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as follows:

Beginning at a point which is South 00 degrees 33 minutes 20 seconds West, 1,470.07 feet along the East line of Section 26 from the Northeast corner of Section 26, Town 1 North, Range 8 East; thence South 00 degrees 33 minutes 20 seconds West, 1,166.85 feet along the East line of Section 26; thence along the East and West one-quarter (1/4) line of Section 26, being also the North line of "Meadowbrook Lake Subdivision", recorded in liber 106, Plats, pages 6 and 7, Oakland County Records, South 89 degrees 37 minutes 35 seconds West, 1,970.47 feet; thence along the East and West one-quarter (1/4) line of Section 26; South 89 degrees 27 minutes 05 seconds West, 220.59 feet; thence Due North, 1,606.76 feet; thence Due East, 751.00 feet; thence along the boundary of "Orchard Hills", recorded in liber 86, plats, page 40, Oakland County Records, Due South, 870.00 feet; Due East 110.00 feet; North 84 degrees 00 minutes 55 seconds East, 60.33 feet; North 81 degrees 58 minutes 56 seconds East, 98.00 feet; North 75 degrees 12 minutes 43 seconds East, 196.00 feet; North 66 degrees 10 minutes 57 seconds East, 196.00 feet; North 57 degrees 09 minutes 11 seconds East, 196.00 feet; North 45 degrees 56 minutes 51 seconds East, 199.79 feet; North 36 degrees 57 minutes 01 seconds East, 99.73 feet; South 76 degrees 44 minutes 37 seconds East, 279.38 feet; North 00 degrees 33 minutes 20 seconds East, 35.00 feet; and Due East, 175.00 feet to the point of beginning, containing 59.366 acres;

Commonly known as Tax Parcel No. (50)-22-26-201-007.

240804
LIBER 29173 PAGE 603
\$19.00 DEED - COMBINED
\$4.00 REMONUMENTATION
\$5,805.00 TRANSFER TX COMBINED
05/14/2003 02:51:29 P.M. RECEIPT# 4036E
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

STATE OF MICHIGAN
REAL ESTATE TRANSFER TAX
OAKLAND 5/14/2003 4036E
\$5,805.00
\$4.00
\$19.00
252999

QUIT CLAIM DEED

61-15-03

KNOW ALL MEN BY THESE PRESENTS: That BERGER/LEWISTON ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership, having its principal office at 21790 Coolidge Highway, Oak Park, Michigan 48237, Quit Claims to L/B LAND ASSOCIATES, L.L.C., a Michigan limited liability company, having its principal office at 21790 Coolidge Highway, Oak Park, Michigan 48237, the following described real property situated in the City of Novi, County of Oakland and State of Michigan, to wit:

See Exhibit "A" attached hereunto, and by this reference incorporated herein, for a complete description of the real property (the "Land") to which this Quit Claim Deed pertains;

together with (i) all rights appurtenant to the ownership of the Land; (ii) all right, title and interest, if any, of the Grantor, in and to (a) all buildings, structures, improvements and fixtures, if any, now or hereafter located or placed on or in the Land, or forming a part thereof, (b) all leases, subleases, licenses, occupancy, rental and/or operating agreements affecting a portion of the Land, or permitting the use of facilities thereon, and (c) the rents, issues, profits, revenues and all other income from the Land, or any part thereof; (iii) the rights and benefits, if any, of the Grantor in or deriving from all easements, hereditaments, servitudes and appurtenances in or affecting the Land; and (iv) all right, title and interest, if any, of the Grantor in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land, to the center line thereof, for the sum of Six Hundred Seventy Five Thousand (\$675,000) Dollars.

Dated this 15th day of January, 2003.

Signed in the presence of:

Signed by:

OK - KE

Kelly Ann Spencer
Kelly Ann Spencer
Colleen A. Mette
Colleen A. Mette

BERGER/LEWISTON ASSOCIATES
LIMITED PARTNERSHIP, a
Michigan limited partnership
By: Richard M. Lewiston
Richard M. Lewiston,
Managing General Partner

1

UP.
R.
CS
J

1
293376 APR 22 2003 \$15828.00

23

Exhibit "A"Description of the Land

A parcel of land being part of the Northeast one-quarter (1/4) of Section 26, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as follows:

Beginning at a point which is South 00 degrees 33 minutes 20 seconds West, 1,470.07 feet along the East line of Section 26 from the Northeast corner of Section 26, Town 1 North, Range 8 East; thence South 00 degrees 33 minutes 20 seconds West, 1,166.85 feet along the East line of Section 26; thence along the East and West one-quarter (1/4) line of Section 26, being also the North line of "Meadowbrook Lake Subdivision", recorded in liber 106, Plats, pages 6 and 7, Oakland County Records, South 89 degrees 37 minutes 35 seconds West, 1,970.47 feet; thence along the East and West one-quarter (1/4) line of Section 26, South 89 degrees 27 minutes 05 seconds West, 220.59 feet; thence Due North, 1,606.76 feet; thence Due East, 751.00 feet; thence along the boundary of "Orchard Hills", recorded in liber 86, plats, page 40, Oakland County Records, Due South, 870.00 feet; Due East 110.00 feet; North 84 degrees 00 minutes 55 seconds East, 60.33 feet; North 81 degrees 58 minutes 56 seconds East, 98.00 feet; North 75 degrees 12 minutes 43 seconds East, 196.00 feet; North 65 degrees 10 minutes 57 seconds East, 196.00 feet; North 57 degrees 09 minutes 11 seconds East, 196.00 feet; North 45 degrees 56 minutes 51 seconds East, 199.79 feet; North 36 degrees 57 minutes 01 seconds East, 99.73 feet; South 76 degrees 44 minutes 37 seconds East, 279.38 feet; North 00 degrees 33 minutes 20 seconds East, 35.00 feet; and Due East, 175.00 feet to the point of beginning, containing 59.366 acres;

Commonly known as Tax Parcel No. (50) 22-26-201-007.

Description of the Land

A parcel of land being part of the Northeast one-quarter (1/4) of Section 26, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as follows:

Beginning at a point which is South 00 degrees 33 minutes 20 seconds West, 1,470.07 feet along the East line of Section 26 from the Northeast corner of Section 26, Town 1 North, Range 8 East; thence South 00 degrees 33 minutes 20 seconds West, 1,166.85 feet along the East line of Section 26; thence along the East and West one-quarter (1/4) line of Section 26, being also the North line of "Meadowbrook Lake Subdivision", recorded in liber 106, Plats, pages 6 and 7, Oakland County Records, South 89 degrees 37 minutes 35 seconds West, 1,970.47 feet; thence along the East and West one-quarter (1/4) line of Section 26, South 89 degrees 27 minutes 05 seconds West, 220.59 feet; thence Due North, 1,606.76 feet; thence Due East, 751.00 feet; thence along the boundary of "Orchard Hills", recorded in liber 86, plats, page 40, Oakland County Records, Due South, 870.00 feet; Due East 110.00 feet; North 84 degrees 00 minutes 55 seconds East, 60.33 feet; North 81 degrees 58 minutes 56 seconds East, 98.00 feet; North 75 degrees 12 minutes 43 seconds East, 196.00 feet; North 66 degrees 10 minutes 57 seconds East, 196.00 feet; North 57 degrees 09 minutes 11 seconds East, 196.00 feet; North 45 degrees 56 minutes 51 seconds East, 199.79 feet; North 36 degrees 57 minutes 01 seconds East, 99.73 feet; South 76 degrees 44 minutes 37 seconds East, 279.38 feet; North 00 degrees 33 minutes 20 seconds East, 35.00 feet; and Due East, 175.00 feet to the point of beginning, containing 59.366 acres;

Commonly known as Tax Parcel No. (50)-22-26-201-007.

368327
LIBER 26483 PAGE 752
\$7.00 DEED - CONVEYED
\$2.00 REHABILITATION
09/05/2002 10:26:40 A.M. RECEIPT# 73644
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CAGGELL, CLERK/REGISTER OF DEEDS

2000

QUIT CLAIM DEED
STATUTORY FORM FOR INDIVIDUALS

KNOW ALL MEN BY THESE PRESENTS: That Kurt W. Roskelly (a single man)
whose street number and postoffice address is 16211 Ryland, Radford, MI 48240

Quit Claims to William L. Roskelly, a married man

whose street number and postoffice address is 16211 Ryland, Radford, MI 48240

NAME
NOT. OK
DEED

RECEIVED
RECORDS
SESSING DEPT.

50

the following described premises situated in the City of Novi
County of Oakland (Sidwall # 22-25-301-024) and State of Michigan, to-wit:
Part of the S.W. 1/4 of Section 25, T.1 N., R.8 E., City of Novi, Oakland County,
Michigan. Described as beginning at the West 1/4 corner of said Sec. 25; proceeding
thence North 88 degrees 48 minutes 17 seconds East along the East and West 1/4 line
888.00 feet; thence North 41 degrees 34 minutes 33 seconds East 28.93 feet; thence
North 78 degrees 59 minutes 17 seconds East 141.43 feet; thence North 70 degrees 16
minutes 17 seconds East 8.78 feet; thence South 01 degrees 11 minutes 43 seconds East
195.00 feet; thence South 30 degrees 10 minutes 59 seconds West along the West line
of "ATHERWOOD SUBDIVISION" L. 131, P. 26-34, 208.41 feet; thence South 50 degrees
00 minutes 53 seconds West along the Northwesterly line of said subdivision, 946.18
feet; thence South 89 degrees 39 minutes 10 seconds West along the North line of
said subdivision 20.00 feet; thence North 00 degrees 20 minutes 50 seconds West
195.00 feet; thence South 89 degrees 39 minutes 10 seconds West 195.00 feet;
thence North 00 degrees 20 minutes 50 seconds West along the West line of said
Section 25, 735.14 feet to the point of beginning. Except the West 60.00 feet to be
deducted for roadway purposes. Containing 14.0395 Acres. Sub. to easements of record.
for the sum of One Dollar (\$1.00) Exempt MCL 207.505(a) &

Dated this 22nd day of June, 2000 MCL 207.526(a)

Signed and sealed in presence of

Signed and Sealed:

[Signature]
JOHN MORRISON

[Signature]
KURT W. ROSKELLY (LS)

STATE OF MICHIGAN

COUNTY OF Wayne

SS.

(LS)
(LS)
(LS)
(LS)

NAME & ADDRESS
SALES DATA
POSTED IN SALES BOOK
POSTED ON FIELD CARD
ENTERED ETUP

The foregoing instrument was acknowledged before me this *(1) 22nd day of June, 2000

by *(2) Kurt W. Roskelly (a single man)

*(3) *[Signature]*
Jannice Schultz
Jannice Schultz
Wayne County, Michigan
Notary Public

My Commission expires 10-24-2001

*Note: (1) insert date (2) insert name of person(s) acknowledged (grantor)
(3) signature of person taking acknowledgment

Please note the following
1. Marital status of each male grantor must be indicated.
2. The name of each person who signs this instrument shall be typed or stamped upon such instrument immediately beneath the signature of such person.

3. If the notarial act is performed outside the State of Michigan, the acknowledgment must show the rank or title and serial number, if any, of the person taking the acknowledgment. The official seal of the person performing the notarial act outside the State of Michigan should be affixed to the deed.

Drafted by: William L. Roskelly
Business Address:
33177 Schoolcraft
Livonia, MI 48150
After recording return to:
William L. Roskelly
16211 Ryland
Radford, MI 48240

OK - AW

No Resonance



STATE OF MICHIGAN

JENNIFER M. GRANHOLM
GOVERNORDEPARTMENT OF NATURAL RESOURCES
LANSINGREBECCA A. HUMPHRIES
DIRECTOR

March 2, 2007

Mr. Randy Auler, Director
Parks, Recreation, and Forestry
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

Dear Mr. Auler:

SUBJECT: TF05-165, Village Wood Lake/Orchard Hills West Acquisition

You recently sent to me a copy of a November 27, 2006 letter to Mirage Development LLC from Ms. Melanie Foose of the Department of Environmental Quality (DEQ). Ms. Foose's letter was written in regard to the 36-acre property, currently owned by Mirage Development, that is part of your above referenced Michigan Natural Resources Trust Fund (MNRTF) grant and on which the DEQ holds a conservation easement. In her letter, Ms. Foose states that the terms of the conservation easement allow for passive recreation use of the property, particularly the use of existing worn trails, but that trails may not be deliberately maintained and no other development may take place.

The MNRTF program and the terms of the Project Agreement TF05-124 executed between the City of Novi and the Department of Natural Resources require that any property receiving grant assistance from the MNRTF be open for public recreation use. Although the public is not prohibited from the property by the terms of the conservation easement, we do not believe that you can provide true public access when you are prohibited from altering the project site to improve that access, including providing access to people with disabilities. For this reason, we have determined that we cannot approve the use of the fair market value of the Mirage Development property as part or all of your local match for purchase of this property and the 15-acre Roskelly property.

At this point, the city may take one of the following options:

- If you wish to pursue the use of the fair market value of the Mirage Development property as part or all of your local match, you may submit a written request, with justification, to me. I will prepare a memo to the MNRTF Board presenting your request and providing a staff recommendation. The Board will make the final decision. We highly recommend that you attend the meeting at which the request is presented to respond to any questions the Board may have and to further articulate your request. You will receive a copy of the memo to the Board prior to the meeting.

NATURAL RESOURCES COMMISSION

Keith J. Charters, Chair • Mary Brown • Hurley J. Coleman, Jr. • Darnell Easley • Bob Garner • John Madigan • Frank Wheatlake

STEVENS T. MASON BUILDING • P.O. BOX 30028 • LANSING, MICHIGAN 48908-7528
www.michigan.gov/dnr • (517) 373-2329

Mr. Randy Auier
Page 2
March 2, 2007

- You may submit a written request to remove the Mirage Development property from the project. With that request, you must demonstrate that you will be able to provide the required local match to the grant amount, at the same match percentage as indicated in your Project Agreement. Again, we will prepare a memo to the MNRTF Board presenting your request and providing a staff recommendation.
- You may work with the DEQ to amend the conservation easement to allow for the development of minimal facilities to allow for true public access. We strongly suggest that you keep us informed if you choose pursue this option, to ensure that we can accept the terms of the revised easement.
- You may withdraw from the project.

As always, please contact me with any questions you may have regarding this issue. I can be reached at the telephone number or email address given below. Please address all written correspondence to me at: Grants Management, Department of Natural Resources, P.O. Box 30425, Lansing, MI 48909-7925.

Sincerely,



Linda J. Hegstrom, Grant Coordinator
Grants Management
517-241-4128
hegstrol@michigan.gov

LJH:lh

Watt, Evie

From: Melanie Foose [foosem@michigan.gov]
Sent: Tuesday, November 13, 2007 1:04 PM
To: Auler, Randy
Subject: Re: DNR grant and DEQ conservation easement

Follow Up Flag: Follow up
Flag Status: Red

Got your email... let me know if you need anything further from me.
-Melanie

>>> "Auler, Randy" <rauler@cityofnovi.org> 11/13/07 8:15 AM >>>

Melanie: Sorry it took a few days to get back with you. I was in training all week. Thanks for your support and approval to proceed.

Any signage that we do will include the language indicating the easement and I will keep you informed of our progress with this project. Please respond to this email to let me know that you received it. Thanks again, Randy

Randy,

I've reviewed the information that you sent regarding the proposal for the trail on the "Rossi" parcel in order to qualify for the DNR Grant.

You state that you're using an existing upland trail, and that only very minimal clearing of weedy species is expected. If this is done by hand and the area of the trail is not widened or filled and no trees are cut, then its probably okay. Also, are planning to put signage up in the easement along the trail? If so, it should include language that the area is a DEQ held Conservation Easement. Typically our signs require the following language:

Wetland Conservation Easement

No Mowing, Cutting, Construction, Filling, Application of Chemicals, or Dredging Allowed.

Michigan Department of Environmental Quality -Melanie

Melanie J. Foose

Environmental Quality Analyst

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