



CITY of NOVI CITY COUNCIL

**Agenda Item D
December 17, 2018**

SUBJECT: Acceptance of Wetland and Woodland Conservation Easements from 46860 West Road, LLC for conservation areas offered as a part of the 46860 West Road development, located on the north side of West Road, west of Hudson Drive in Section 4 of the City.

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

CITY MANAGER APPROVAL: *PA*

BACKGROUND INFORMATION:

The applicant has received Final Site Plan approval of a 36,287 square foot building on a 3.76 acre parcel on West Road. The facility is a speculative warehouse/office building with associated site improvements, including parking and utilities. The Planning Commission approved the Preliminary Site Plan, Wetland Permit, Woodland Permit and Stormwater Management Plan on February 28, 2018. The Final Site Plan was approved administratively on October 18, 2018.

The purpose of the easements are to protect the woodland replacement trees and wetland mitigation areas as part of the development. The attached map indicates the areas covered by the easements. The bioswale and stormwater pond serve as mitigation for onsite wetlands impacts. General replacement tree areas indicate areas where woodland replacement trees will be planted.

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

RECOMMENDED ACTION: Acceptance of Wetland and Woodland Conservation Easements from 46860 West Road, LLC, to protect the replacement trees and mitigated wetlands as part of the 46860 West Road project site, JSP 17-35, located north of West Road and west of Hudson Drive in Section 4 of the City.

LOCATION MAP

46860 West Road, JSP17-35

Conservation Easements

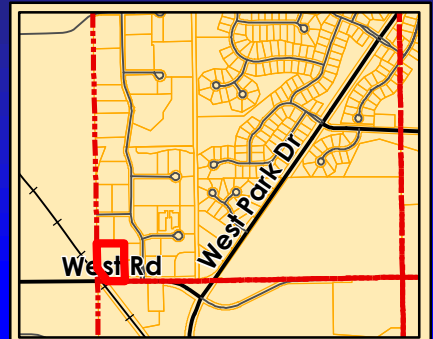


City of Novi

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

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.



Map Author: Lindsay Bell
Date: 12/6/18
Project: 46860 West Road JSP17-35
Version #: 1

CITY ATTORNEY LETTER

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

November 12, 2018

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

RE: 46860 West Road JSP 17-0035
Woodland and Wetland Conservation Easements

Dear Ms. McBeth:

We have received and reviewed the executed original Conservation Easements for the 46860 West Road Development. The Wetland Conservation Easement has been provided for the purposes of protecting remaining wetlands and mitigation areas. The Wetland Conservation Easement appears to be acceptable for the purposes provided. The attached exhibits have been approved by the City's Consulting Engineer and the Conservation Easement may be placed on City Council's next available Agenda for acceptance.

The Woodland Conservation Easement has been provided for the purposes of protecting remaining woodlands and replacement trees. The Woodland Conservation Easement appears to be acceptable for the purposes provided. The attached exhibits have been approved by the City's Consulting Engineer and the Conservation Easement may be placed on City Council's next available agenda for acceptance.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a horizontal line.

Elizabeth Kudla Saarela

Barb McBeth, City Planner
City of Novi
November 12, 2018
Page 2

EKS

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Hannah Smith, Planning Assistant (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
George Melistas, Engineering Senior Manager (w/Enclosures)
Darcy Rechten, Plan Review Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Pete Hill, ECT (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

September 28, 2018

Darcy Rechtein, Construction Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: 46860 West Road - Document Review
Novi # JSP17-0035
SDA Job No. NV18-209
DOCUMENTS APPROVED

Dear Ms. Rechtein

We have reviewed the following document package received by our office on May 15, 2018 against the submitted plan set. We offer the following comments:

Submitted Documents:

1. **Woodland and Wetland Conservation Easement** – (executed 5/11/18: exhibits dated 3/30/18)
Exhibits Approved.

Documents that require revisions should be resubmitted to the City for further review. If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, EIT
Engineer

Cc (via Email): Lindsay Bell, City of Novi Planning Department
Sri Komaragiri, City of Novi Planning Department

WETLAND CONSERVATION EASEMENT

WETLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 12 day of October, 2018 by and between 46860 West Road, LLC, a Michigan limited liability company, whose address is 50370 Dennis Ct., Wixom, Michigan 48393, (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section 4 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of an industrial development on the Property, subject to provision of an appropriate easement to permanently protect the wetland areas natural feature setback areas located thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Conservation Easement Area (the "Easement Area") situated on the Property is more particularly described on Exhibits B, attached hereto and made a part hereof, and contains a drawing depicting the protected area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon the Grantor, and the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the property and their respective heirs, successors, assigns and/or transferees. This Conservation Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, *et seq.*, upon the terms and conditions set forth herein as follows:

1. The purpose of this Conservation Easement is to protect the wetlands and wetland mitigation areas as shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the wetlands, natural features areas and/or vegetation within the Easement Area, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Easement Area.

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

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

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Document, and/or in the event of a failure to preserve and/or maintain the wetland and/or mitigation areas in reasonable order and condition, the City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on an equal pro rata basis as to all of the lots on the property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each 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.

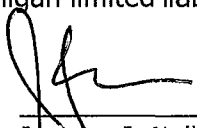
6. Within 90 days after the Conservation Easement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Easement Area and, describing its protected purpose, as indicated herein.

7. This Conservation Easement has been made and given for a consideration of a value less than One Hundred (\$ 100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

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

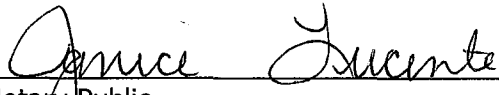
GRANTOR

46860 West Road, LLC,
a Michigan limited liability company,

By: 
Jerome J. Nell
Its: Member

STATE OF MI)
) ss.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 12th day of October, 2018, by Jerome J. Nell, as Member of 46860 West Road, LLC, a Michigan limited liability company, on its behalf.


Notary Public
Acting in Oakland County
My Commission Expires: 7/1/2024

JANICE A. LUCENTE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires July 1, 2024
Acting in County of Oakland

GRANTEE

CITY OF NOVI
A Municipal Corporation

By: _____

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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

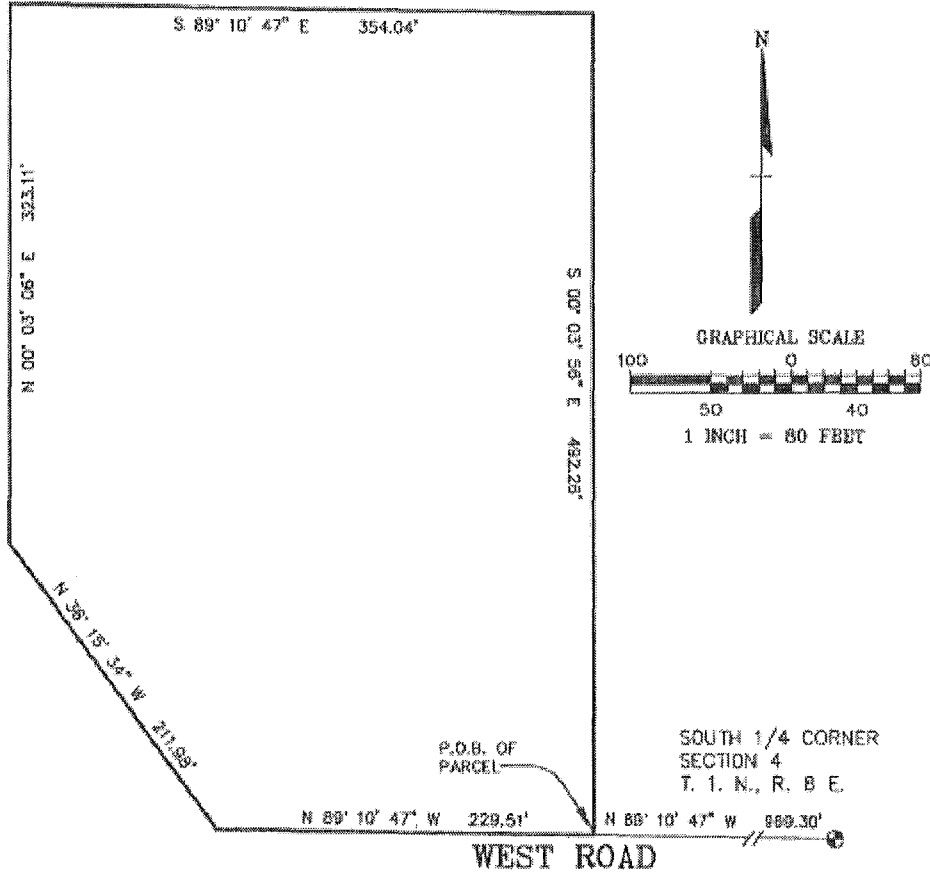
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

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

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

**WETLAND CONSERVATION EASEMENT
EXHIBIT A**

PROPERTY DESCRIPTION
SIDWELL # : 22-04-326-008
46860 WEST ROAD - NOVI, MI 48377-1724



LEGAL DESCRIPTION

PART OF THE SOUTHWEST 1/4 OF SECTION 4, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE OF SAID SECTION 4, N 89° 10' 47" W 989.30' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAID SOUTH LINE OF SECTION 4, N 89° 10' 47" W 229.51' TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF CSX RAILROAD (100' WIDE); THENCE ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE OF CSX RAILROAD, N 36° 15' 34" W 211.98' TO A POINT ON THE WIXOM-NOVI LINE; THENCE ALONG THE SAID WIXOM-NOVI LINE, N 00° 03' 06" E 323.11' TO THE SOUTHWEST CORNER OF UNIT 7 OF "BECK NORTH CORPORATE PARK" SUBDIVISION; THENCE ALONG THE SAID SUBDIVISION LINE, S 89° 10' 47" E 354.04' TO THE NORTHWEST CORNER OF UNIT 4 OF SAID SUBDIVISION; THENCE ALONG THE SAID SUBDIVISION LINE, S 00° 03' 06" E 492.26' TO THE POINT OF BEGINNING. CONTAINING 3.782 ACRES AND SUBJECT TO ALL MATTERS AND EASEMENTS OF RECORD.

Engineering and Surveying Services, Inc.

7741 Schaefer Road
Dearborn, Michigan 48126
Tel: (313) 945 5890
Fax: (313) 945 5891

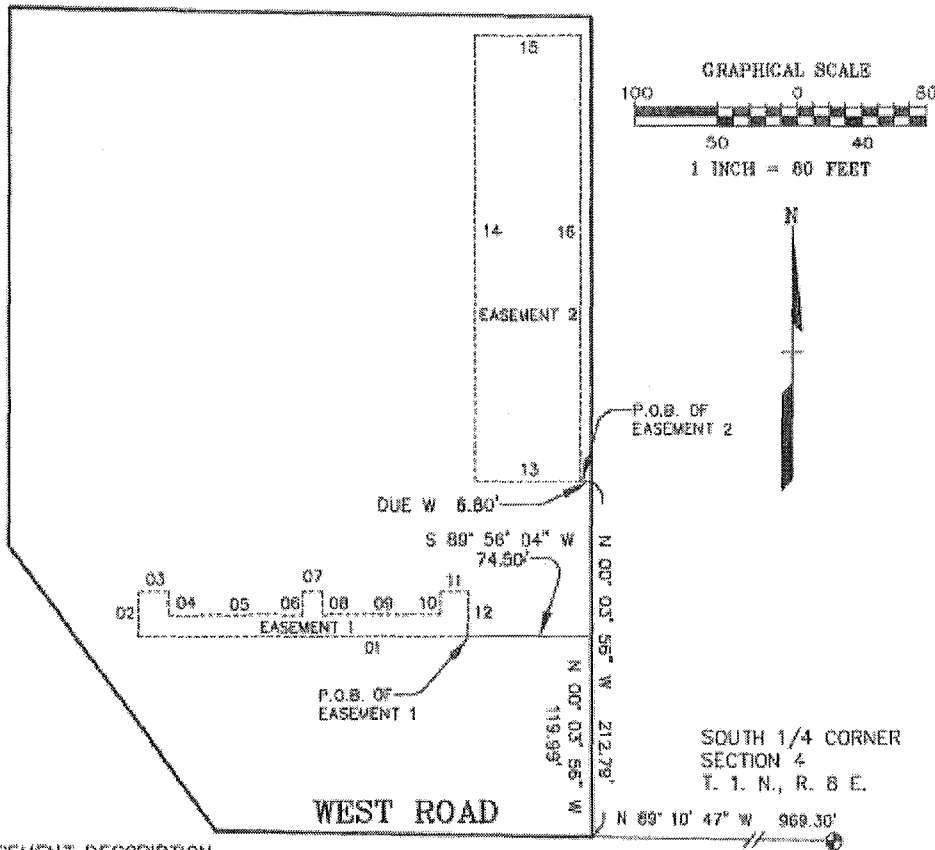
JOB No. 17001
DATE: 03-30-18
SCALE: 1" = 80'
SHEET 1 OF 2

PREPARED BY:
IBRAHIM SEBLINI, P.E.



WETLAND CONSERVATION EASEMENT EXHIBIT B

EASEMENT DESCRIPTION
SIDWELL # : 22-04-326-006
46860 WEST ROAD - NOVI, MI 48377-1724



EASEMENT DESCRIPTION:

PART OF THE SOUTHWEST 1/4 OF SECTION 4, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

EASEMENT 1:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE OF SAID SECTION 4, N 89° 10' 47" W 969.30'; THENCE N 00° 03' 56" W 119.99'; THENCE S 89° 56' 04" W 74.50' TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING TWELVE (12) COURSES:

D1 - S 89° 56' 04" W 202.00'	02 - N 00° 03' 56" W 27.00'
03 - N 89° 56' 04" E 18.00'	04 - S 00° 03' 56" E 14.00'
05 - N 89° 56' 04" E 82.00'	06 - N 00° 03' 56" W 14.00'
07 - N 89° 56' 04" E 12.00'	08 - S 00° 03' 56" E 14.00'
09 - N 89° 56' 04" E 73.00'	10 - N 00° 03' 56" W 14.00'
11 - N 89° 56' 04" E 17.00'	12 - S 00° 03' 56" E 27.00'

TO THE POINT OF BEGINNING.

EASEMENT 2:

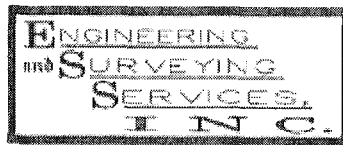
COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE OF SAID SECTION 4, N 89° 10' 47" W 969.30'; THENCE N 00° 03' 56" W 212.79'; THENCE DUE WEST 6.80' TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING FOUR (4) COURSES:

13 - DUE W 63.50'	14 - N 00° 03' 56" W 266.75'
15 - DUE E 83.50'	16 - S 00° 03' 56" E 266.75'

TO THE POINT OF BEGINNING.

Engineering and Surveying Services, Inc.

7741 Schoeter Road
Dearborn, Michigan 48126
Tel: (313) 945 5890
Fax: (313) 945 5891



JOB No. 17001
DATE: 03-30-18
SCALE: 1" = 60'
SHEET 2 OF 2

PREPARED BY:
IBRAHIM SEHLINI, P.E.

WOODLAND CONSERVATION EASEMENT

WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 12 day of October, 2018, by and between 46860 West Road, LLC, a Michigan limited liability company, whose address is 50370 Dennis Ct., Wixom, Michigan 48393 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section 4 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of an industrial development on the Property, subject to provision of an appropriate easement to permanently protect the remaining woodland areas and/or woodland replacement trees located thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Conservation Easement Area (the "Easement Area") situated on the Property is more particularly described on Exhibit B, attached hereto and made a part hereof, and contains a drawing depicting the protected area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon the Grantor, and the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the property and their respective heirs, successors, assigns and/or transferees. This Conservation Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, *et seq.*, upon the terms and conditions set forth herein as follows:

1. The purpose of this Conservation Easement is to protect the remaining woodland areas and/or woodland replacement trees as shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of remaining woodland areas and/or woodland replacement trees and/or vegetation within the Easement Area, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Easement Area.

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

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

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Document, and/or in the event of a failure to preserve, replace and/or maintain the remaining woodland areas and/or woodland replacement trees in reasonable order and condition, in accordance with the final approved site plan for the Property, the City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other . Council, body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on an equal pro rata basis as to all of the lots on the property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each 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.


6. Within 90 days after the Conservation Easement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Easement Area and, describing its protected purpose, as indicated herein.

7. This Conservation Easement has been made and given for a consideration of a value less than One Hundred (\$ 100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

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

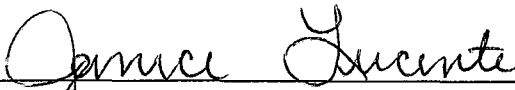
GRANTOR

46860 West Road, LLC,
a Michigan limited liability company,

By: 
Jerome J. Nell,
Its: Member

STATE OF mi)
) ss.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 12th day of October, 2018, by Jerome J. Nell, as Member of 46860 West Road, LLC, a Michigan limited liability company, on its behalf.


Notary Public
Acting in Oakland County
My Commission Expires: 7/1/2024

JANICE A. LUCENTE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires July 1, 2024
Acting in County of Oakland

GRANTEE

CITY OF NOVI
A Municipal Corporation

By: _____

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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

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

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

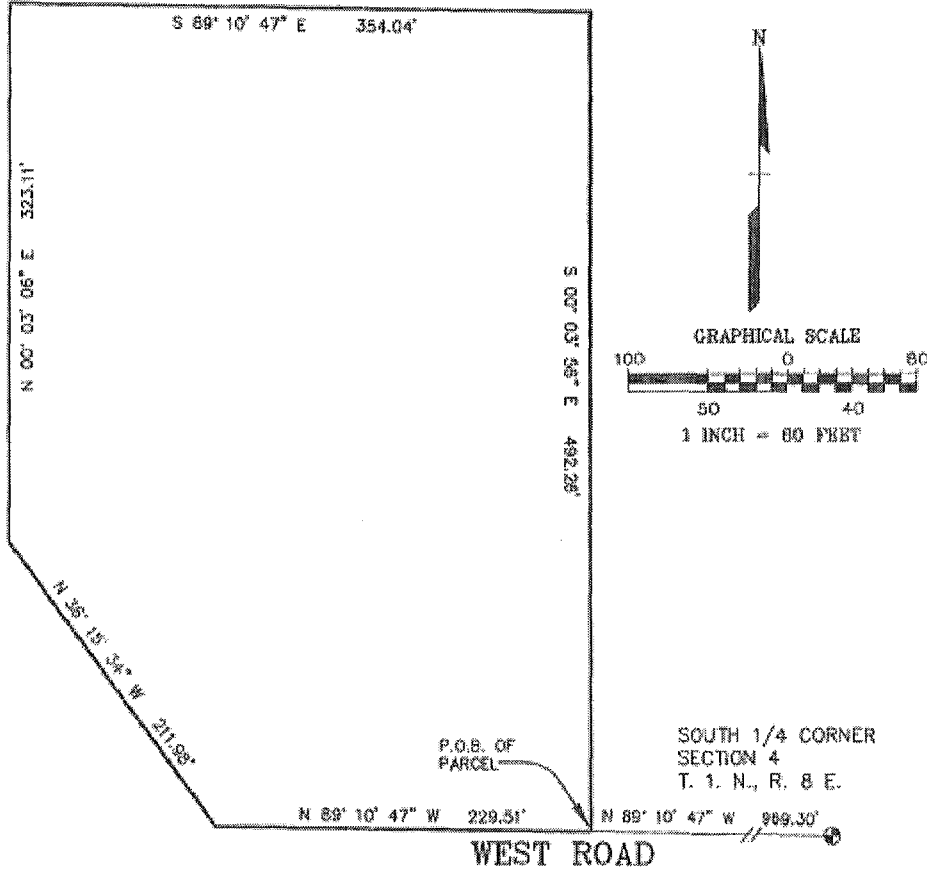
After Recording, Return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

WOODLAND CONSERVATION EASEMENT

EXHIBIT A

PROPERTY DESCRIPTION

SIDWELL # : 22-04-326-006
46860 WEST ROAD - NOVI, MI 48377-1724



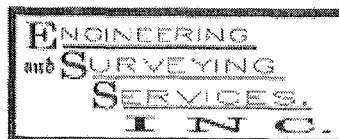
LEGAL DESCRIPTION

PART OF THE SOUTHWEST 1/4 OF SECTION 4, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE OF SAID SECTION 4, N 89° 10' 47" W 969.30' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAID SOUTH LINE OF SECTION 4, N 89° 10' 47" W 229.51' TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF CSX RAILROAD (100' WIDE); THENCE ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE OF CSX RAILROAD, N 38° 15' 34" W 211.98' TO A POINT ON THE WIXOM-NOVI LINE; THENCE ALONG THE SAID WIXOM-NOVI LINE, N 00° 03' 06" E 323.11' TO THE SOUTHWEST CORNER OF UNIT 7 OF "BECK NORTH CORPORATE PARK" SUBDIVISION; THENCE ALONG THE SAID SUBDIVISION LINE, S 69° 10' 47" E 354.04' TO THE NORTHWEST CORNER OF UNIT 4 OF SAID SUBDIVISION; THENCE ALONG THE SAID SUBDIVISION LINE, S 00° 03' 56" E 492.26' TO THE POINT OF BEGINNING. CONTAINING 3.762 ACRES AND SUBJECT TO ALL MATTERS AND EASEMENTS OF RECORD.

Engineering and Surveying Services, Inc.

7741 Schaefer Road
Dearborn, Michigan 48126
Tel: (313) 945 5890
Fax: (313) 945 5891



JOB No. 17001
DATE: 03-30-18
SCALE: 1" = 80'
SHEET 1 OF 2

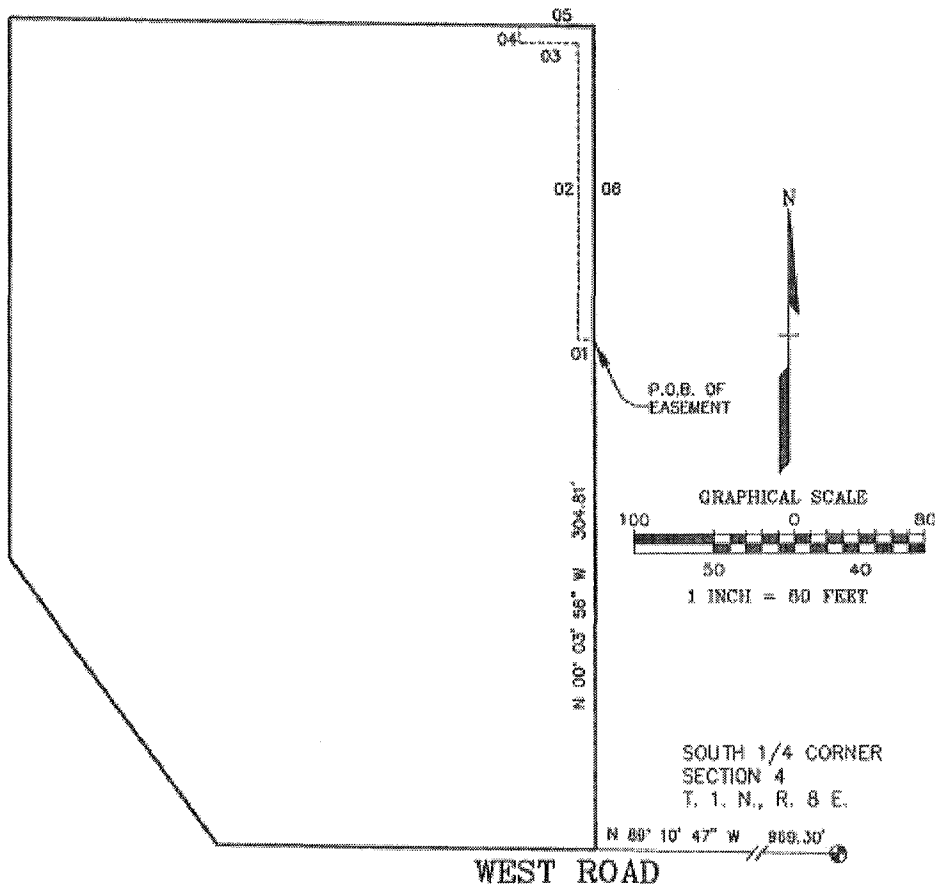
PREPARED BY:
IBRAHIM SEBILINI, P.E.

WOODLAND CONSERVATION EASEMENT

EXHIBIT B

EASEMENT DESCRIPTION

SIDWELL # : 22-04-326-006
46860 WEST ROAD - NOVI, MI 48377-1724



EASEMENT DESCRIPTION:

PART OF THE SOUTHWEST 1/4 OF SECTION 4, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE OF SAID SECTION 4, N 89° 10' 47" W 969.30'; THENCE N 00° 03' 56" W 304.81' TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING SIX (6) COURSES:

01 - S 89° 56' 04" W	10.00'	02 - N 00° 03' 56" W	177.60'
03 - N 89° 10' 47" W	33.52'	04 - N 00° 49' 13" E	10.00'
05 - S 89° 10' 47" E	43.36'	06 - S 00° 03' 56" E	187.45'

TO THE POINT OF BEGINNING.

Engineering and Surveying Services, Inc.

7741 Schaefer Road
Dearborn, Michigan 48128
Tel: (313) 948 5890
Fax: (313) 948 5891



JOB No. 17001
DATE: 03-30-18
SCALE : 1" = 80'
SHEET 2 OF 2

PREPARED BY:
IBRAHIM SEBLINI, P.E.