



## CITY of NOVI CITY COUNCIL

**Agenda Item D**  
**January 22, 2018**

**SUBJECT:** Acceptance of Open Space Preservation Easement from Pulte Homes of Michigan, LLC to protect the woodlands, woodland replacement trees, wetlands, landscaped open space and parks as part of the Beacon Hill Meadows project site, JSP 15-08, located at the northeast corner of 12 Mile and Meadowbrook Road in Section 10 of the City.

**SUBMITTING DEPARTMENT:** Community Development Department – Planning *Barb*

**CITY MANAGER APPROVAL:** *[Signature]*

### **BACKGROUND INFORMATION:**

The applicant has received Site Plan approval for a 39-unit single-family residential development with frontage on and access to Meadowbrook Road, 10,570 square feet of commercial space with frontage on Twelve Mile Road, and an open space/park area at the corner of the intersection. The applicant proposes to dedicate the open space/park area at the corner of the intersection, and commits to building vehicle and bicycle parking for a trailhead. The site is approximately 21.13 acres.

The subject property was granted approval of a rezoning with a Planned Rezoning Overlay (PRO) by City Council in 2016. The subject property is currently zoned R-4 (One-Family Residential) and B-3 (General Business) with a Planned Rezoning Overlay Agreement. The Planned Rezoning Overlay Agreement was executed on April 20, 2017. The Preliminary Site Plan with Site Condominium, Phasing Plan, Wetland Permit, Woodland Permit, and Stormwater Management Plan were approved by the Planning Commission on September 28, 2016.

The Planned Rezoning Overlay Agreement requires the applicant to assure the permanent preservation and maintenance of open space areas with an Open Space Preservation Easement over certain portions of the site, subject to review and approval by the City. The Easement is intended to permanently protect the woodlands, woodland replacement trees, wetlands, landscaped open space and parks from destruction or disturbance.

The Open Space Preservation Easement includes two areas as indicated in the attached exhibit. The perimeter area consists of approximately 4.32 acres and the interior area is 0.20 acres for a total of 4.52 acres.

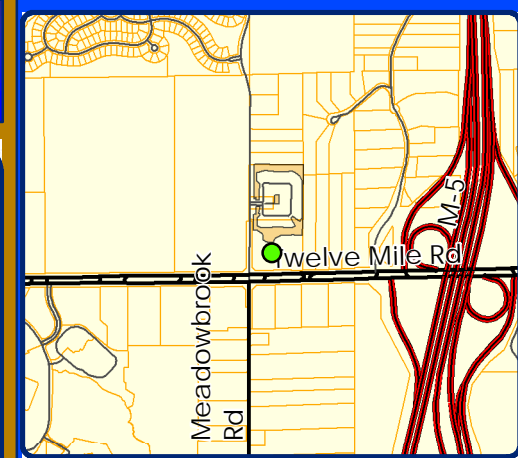
The City Attorney's Office has reviewed the proposed Open Space Preservation Easement and has indicated that the documents are in a form ready for acceptance by the City Council in their letter dated July 21, 2017. The applicant subsequently made revisions to the exhibit to conform to the approved site plan. Staff and Engineering consultants approved the revised exhibits in their letter dated October 19, 2017.

**RECOMMENDED ACTION:** Acceptance of Open Space Preservation Easement from Pulte Homes of Michigan, LLC to protect the woodlands, woodland replacement trees, wetlands, landscaped open space and parks as part of the Beacon Hill Meadows project site, JSP 15-08, located at the northeast corner of 12 Mile and Meadowbrook Road in Section 10 of the City.


LOCATION MAP

# JSP 15-08 BEACON HILL

## Open Space Preservation Easement



### LEGEND

 Open Space Easement



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

Map Author: Sri Komaragiri  
Date: 01/12/18  
Project: 15-08 Beacon Hill  
Version #: 1



### MAP INTERPRETATION NOTICE

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

**EXECUTED CONSERVATION EASEMENT**

## **OPEN SPACE PRESERVATION EASEMENT**

THIS OPEN SPACE PRESERVATION EASEMENT made this 21<sup>st</sup> day of June, 2017, by and between Pulte Homes of Michigan LLC, a Michigan limited liability company whose address is 100 Bloomfield Hills Parkway, Bloomfield Hills, Michigan 48304 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, (hereinafter the "Grantee").

### RECITATIONS:

A. Grantor owns a certain parcel of land situated in section 12 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of a single family site condominium development on the Property, subject to provision of an appropriate easement to permanently protect the woodlands, woodland replacement trees, wetlands, landscaped open space and parks thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Open Space Preservation Easement Areas (the "Easement Areas") situated on the Property are more particularly described on Exhibit B, attached hereto and made a part hereof, which contains 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 easement (the "Open Space Preservation Easement"), which shall be binding upon the Grantor, and the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the Property and their respective heirs, successors, assigns and/or transferees. This Open Space Preservation 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 Open Space Preservation Easement is to protect the woodlands, woodland replacement trees, wetlands, landscaped open space and parks, as shown on the attached and incorporated Exhibit B. The Easement Areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the vegetation, woodlands, woodland replacement trees, wetlands, landscaped open space and parks 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 with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

4. All areas identified on Exhibit B as parks, open space, landscape easement areas, or berm or scenic easement areas shall be forever reserved and preserved, in the condition specifically approved by the City in accordance with the approved final site plan and the Planned Rezoning Overlay Plan and Agreement, recorded on April 20, 2017 in Liber 50590, Page 705, Oakland County Records.

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

6. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Open Space Preservation Easement, and/or in the event of a failure to preserve and/or maintain the woodlands, woodland replacement trees, wetlands, landscaped open space and parks within the Easement Areas in reasonable order and condition, the City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the 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.

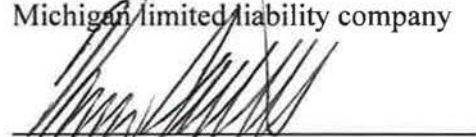
7. Within 90 days after this Open Space Preservation Easement shall have been recorded, Grantor at its sole expense, shall place signs identifying the boundaries of the wetlands and woodlands comprising portions of the Easement Areas, and describing its protected purpose, as indicated herein.

8. This Open Space Preservation Easement has been made and given for a consideration of a value less than One Hundred (\$ 100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MCL 207.526(a), and (ii) exempt from the County Transfer Tax, pursuant to MCL 207.505(a).

9. Grantor shall state, acknowledge and/or disclose the existence of this Open Space Preservation Easement on legal instruments used to convey an interest in the property.

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

Pulte Homes of Michigan LLC, a  
Michigan limited liability company



By: Kevin Christofferson  
Its: Vice President of Finance

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledges before me this 21<sup>st</sup> day of June, 2017, by Kevin Christofferson, the Vice President of Finance of Pulte Homes of Michigan LLC, a Michigan limited liability company.

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

  
Notary Public                     Deborah Altman  
Oakland County, Michigan  
My Commission Expires: July 3, 2023

(Grantee)  
CITY OF NOVI  
A Municipal Corporation

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of June, 2017,  
by, \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by and after recording,  
return to:

Elizabeth M. Kudla  
30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040



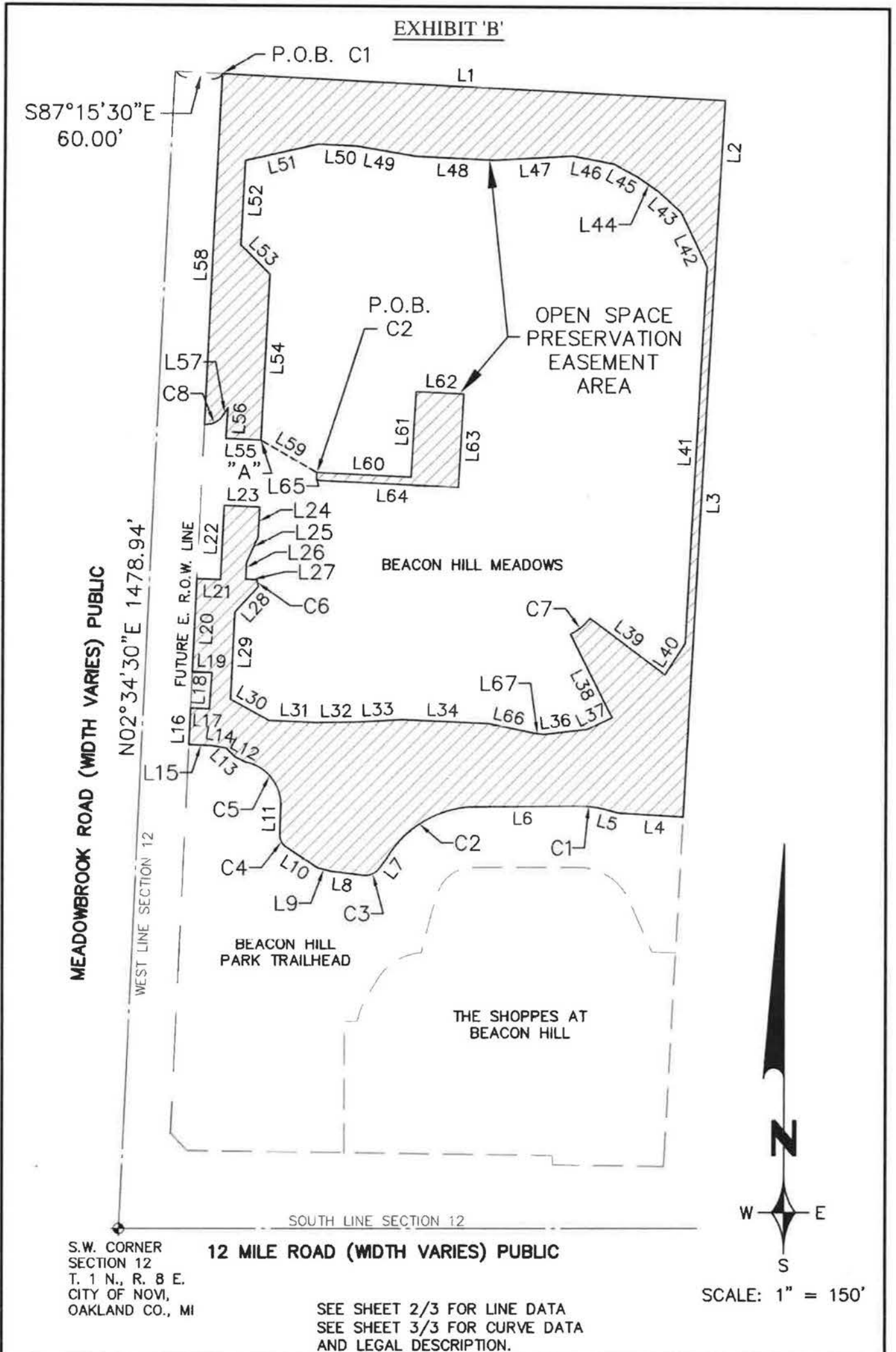
EXHIBIT 'A'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE S.W. 1/4 OF SECTION 12, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE S.W. CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 1478.94 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°15'30" E. 60.00 FEET TO A POINT ON THE FUTURE EAST RIGHT OF WAY LINE OF MEADOWBROOK ROAD, ALSO BEING THE POINT OF BEGINNING; THENCE S. 87°15'30" E. 641.51 FEET; THENCE S. 03°05'50" W. 132.60 FEET ALONG THE EAST LINE OF WILDWOOD HILLS AS RECORDED IN LIBER 56, PAGE 4, OAKLAND COUNTY RECORDS; THENCE S. 03°05'15" W. 785.87 FEET; THENCE N. 86°37'10" W. 81.99 FEET; THENCE N. 75°21'22" W. 21.91 FEET; THENCE 34.90 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 140.58 FEET, CENTRAL ANGLE 14°13'20" AND A CHORD THAT BEARS N. 84°02'00" W. 34.81 FEET; THENCE S. 89°22'38" W. 135.55 FEET; THENCE 126.62 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 133.92 FEET, CENTRAL ANGLE 54°10'14" AND A CHORD THAT BEARS S. 58°19'11" W. 121.95 FEET; THENCE S. 36°17'33" W. 15.38 FEET; THENCE 26.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 22.44 FEET, CENTRAL ANGLE 68°44'18" AND A CHORD THAT BEARS S. 66°44'10" W. 25.33 FEET; THENCE N. 82°49'12" W. 40.30 FEET; THENCE N. 75°44'54" W. 16.83 FEET; THENCE N. 56°48'15" W. 49.73 FEET; THENCE 14.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 19.51 FEET, CENTRAL ANGLE 43°17'57" AND A CHORD THAT BEARS N. 27°08'04" W. 14.40 FEET; THENCE N. 01°32'39" E. 42.20 FEET; THENCE 74.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 56.27 FEET, CENTRAL ANGLE 75°45'42" AND A CHORD THAT BEARS N. 40°51'01" W. 69.11 FEET; THENCE N. 62°50'14" W. 14.56 FEET; THENCE N. 45°11'05" W. 16.24 FEET; THENCE N. 80°07'11" W. 19.44 FEET; THENCE N. 88°05'00" W. 28.25 FEET TO SAID FUTURE EAST RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE N. 02°34'30" E. 856.56 FEET TO THE POINT OF BEGINNING. CONTAINING 13.61 ACRES OF LAND MORE LESS AND BEING SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

EXHIBIT 'B'



REVISIONS		
ITEM	DATE	BY

OPEN SPACE PRESERVATION EASEMENT AREA  
BEACON HILL MEADOWS  
NOVI MICHIGAN

**Z E I M E T W O Z N I A K**  
& ASSOCIATES  
Civil Engineers & Land Surveyors  
55800 GRAND RIVER AVE, SUITE 100  
NEW HUDSON, MICHIGAN 48165  
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

DATE	11-22-16	SCALE HOR: 1" = 150'
DESIGNED BY	JOB NO. 14151	FIELD BOOK NO.
DRAWN BY PTG	SHEET NO. 1/3	© COPYRIGHT 2016

Line Table		
Line #	Direction	Length
L1	S87°15'30"E	641.51
L2	S03°05'50"W	132.60
L3	S03°05'16"W	785.87
L4	N86°37'10"W	81.99
L5	N75°21'22"W	21.91
L6	S89°22'38"W	135.55
L7	S36°17'33"W	15.38
L8	N82°49'12"W	40.30
L9	N75°44'54"W	16.83
L10	N56°48'15"W	49.73
L11	N01°32'39"E	42.20
L12	N62°50'14"W	14.56
L13	N45°11'05"W	16.24
L14	N80°07'11"W	19.44
L15	N88°05'00"W	28.25
L16	N02°34'30"E	47.12
L17	S87°22'35"E	23.77
L18	N04°06'50"E	46.87
L19	N87°25'30"W	25.03
L20	N02°34'30"E	118.27
L21	S88°05'25"E	29.97
L22	N02°42'21"E	94.51
L23	S87°20'45"E	45.20
L24	S02°59'43"W	37.80
L25	S24°06'33"W	35.80
L26	S02°30'10"W	21.46
L27	S87°46'09"E	14.48
L28	S42°41'35"W	43.77
L29	S02°39'29"W	111.35
L30	S60°32'32"E	56.02
L31	S87°20'42"E	59.99
L32	N89°06'17"E	55.11
L33	N86°51'53"E	55.28

Line Table		
Line #	Direction	Length
L34	S87°20'20"E	110.00
L36	N83°27'32"E	56.61
L37	N64°35'18"E	35.09
L38	N26°26'38"W	120.00
L39	S52°59'30"E	120.00
L40	N32°37'52"E	47.72
L41	N03°05'15"E	481.51
L42	N25°27'52"W	78.03
L43	N47°38'17"W	38.38
L44	N54°56'54"W	33.07
L45	N61°17'31"W	34.54
L46	N79°22'12"W	53.87
L47	S86°46'32"W	100.53
L48	N87°20'43"W	100.00
L49	N80°30'05"W	75.54
L50	N87°20'50"W	50.00
L51	S77°07'10"W	94.58
L52	S02°40'36"W	108.49
L53	S45°17'25"E	52.36
L54	S02°51'20"W	211.74
L55	N87°21'38"W	44.50
L56	N03°43'29"E	39.41
L57	S33°36'51"W	12.21
L58	N02°34'31"E	446.62
L59	S59°44'34"E	82.70
L60	S87°20'42"E	120.00
L61	N03°05'10"E	110.00
L62	S87°19'49"E	60.99
L63	S03°05'02"W	119.99
L64	N87°20'42"W	181.00
L65	N03°05'10"E	10.00
L66	S78°00'00"E	55.74
L67	S81°28'16"E	14.91

REVISIONS		
ITEM	DATE	BY

**OPEN SPACE PRESERVATION EASEMENT AREA  
BEACON HILL MEADOWS**

NOVI MICHIGAN

**Z E I M E T W O Z N I A K**  
& ASSOCIATES  
Civil Engineers & Land Surveyors  
55800 GRAND RIVER AVE, SUITE 100  
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P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

DATE	11-22-16	SCALE HOR: 1" =	FIELD BOOK NO.
DESIGNED BY		JOB NO.	14151
DRAWN BY	PTG	SHEET NO.	2/3

© COPYRIGHT 2016

EXHIBIT 'B'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	34.90	140.58	014°13'26"	N84°02'00"W	34.81
C2	126.61	133.92	054°10'11"	S58°19'11"W	121.95
C3	26.91	22.44	068°43'14"	S66°44'10"W	25.33
C4	14.75	19.51	043°18'47"	N27°08'04"W	14.40
C5	74.42	56.27	075°46'19"	N40°51'01"W	69.11
C6	9.00	70.00	007°21'51"	S10°09'54"E	8.99
C7	32.43	70.00	026°32'52"	N50°16'56"E	32.14
C8	26.84	25.00	061°30'27"	N64°22'04"E	25.57

LEGAL DESCRIPTION OF OPEN SPACE PRESERVATION EASEMENT AREAS

A DESCRIPTION OF TWO (2) NON-CONTIGUOUS OPEN SPACE PRESERVATION EASEMENT AREAS REFERRED TO AS C1 AND C2 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 12, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE N. 02°34'30" E. 1478.94 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE S. 87°15'30" E. 60.00 FEET TO A POINT ON THE FUTURE EAST RIGHT OF WAY LINE OF MEADOWBROOK ROAD, ALSO BEING THE POINT OF BEGINNING OF C1; THENCE S. 87°15'30" E. MEASURED (S. 87°09'00" E. RECORD) 641.51 FEET; THENCE S. 03°05'50" W. 132.60 FEET ALONG THE EAST LINE OF WILDWOOD HILLS AS RECORDED IN LIBER 56, PAGE 4, OAKLAND COUNTY RECORDS; THENCE S. 03°05'15" W. 785.87 FEET; THENCE N. 86°37'10" W. 81.99 FEET; THENCE N. 75°21'22" W. 21.91 FEET; THENCE 34.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 140.58 FEET, CENTRAL ANGLE 14°13'26" AND A CHORD THAT BEARS N. 84°02'00" W. 34.81 FEET; THENCE S. 89°22'38" W. 135.55 FEET; THENCE 126.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 133.92 FEET, CENTRAL ANGLE 54°10'11" AND A CHORD THAT BEARS S. 58°19'11" W. 121.95 FEET; THENCE S. 36°17'33" W. 15.38 FEET; THENCE 26.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 22.44 FEET, CENTRAL ANGLE 68°43'14" AND A CHORD THAT BEARS S. 66°44'10" W. 25.33 FEET; THENCE N. 82°49'12" W. 40.30 FEET; THENCE N. 75°44'54" W. 16.83 FEET; THENCE N. 56°48'15" W. 49.73 FEET; THENCE 14.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 19.51 FEET, CENTRAL ANGLE 43°18'47" AND A CHORD THAT BEARS N. 27°08'04" W. 14.40 FEET; THENCE N. 01°32'39" E. 42.20 FEET; THENCE 74.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 56.27 FEET, CENTRAL ANGLE 75°46'19" AND A CHORD THAT BEARS N. 40°51'01" W. 69.11 FEET; THENCE N. 62°50'14" W. 14.56 FEET; THENCE N. 45°11'05" W. 16.24 FEET; THENCE N. 80°07'11" W. 19.44 FEET; THENCE N. 88°05'00" W. 28.25 FEET; THENCE N. 02°34'30" E. 47.12 FEET; THENCE S. 87°22'35" E. 23.77 FEET; THENCE N. 04°06'50" E. 46.87 FEET; THENCE N. 87°25'30" W. 25.03 FEET; THENCE N. 02°34'30" E. 118.27 FEET; THENCE S. 88°05'25" E. 29.97 FEET; THENCE N. 02°42'21" E. 94.51 FEET; THENCE S. 87°20'45" E. 45.20 FEET; THENCE S. 02°59'43" W. 37.80 FEET; THENCE S. 24°06'33" W. 35.80 FEET; THENCE S. 02°30'10" W. 21.46 FEET; THENCE S. 87°46'09" E. 14.48 FEET; THENCE 9.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 07°21'51" AND A CHORD THAT BEARS S. 10°09'54" E. 8.99 FEET; THENCE S. 42°41'35" W. 43.77 FEET; THENCE S. 02°39'29" W. 111.35 FEET; THENCE S. 60°32'32" E. 56.02 FEET; THENCE S. 87°20'42" E. 59.99 FEET; THENCE N. 89°06'17" E. 55.11 FEET; THENCE N. 86°51'53" E. 55.28 FEET; THENCE S. 87°20'20" E. 110.00 FEET; THENCE S. 78°00'00" E. 55.74 FEET; THENCE S. 81°28'16" E. 14.91 FEET; THENCE N. 83°27'32" E. 58.61 FEET; THENCE N. 64°35'18" E. 35.09 FEET; THENCE N. 26°26'38" W. 120.00 FEET; THENCE 32.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 26°32'52" AND A CHORD THAT BEARS N. 50°16'56" E. 32.14 FEET; THENCE S. 52°59'30" E. 120.00 FEET; THENCE N. 32°37'52" E. 47.72 FEET; THENCE N. 03°05'15" E. 481.51 FEET; THENCE N. 25°27'52" W. 78.03 FEET; THENCE N. 47°38'17" W. 38.38 FEET; THENCE N. 54°56'54" W. 33.07 FEET; THENCE N. 61°17'31" W. 34.54 FEET; THENCE N. 79°22'12" W. 53.87 FEET; THENCE S. 86°46'32" W. 100.53 FEET; THENCE N. 87°20'43" W. 100.00 FEET; THENCE N. 80°30'05" W. 75.54 FEET; THENCE N. 87°20'50" W. 50.00 FEET; THENCE S. 77°07'10" W. 94.58 FEET; THENCE S. 02°40'36" W. 108.49 FEET; THENCE S. 45°17'25" E. 52.36 FEET; THENCE S. 02°51'20" W. 211.74 FEET TO POINT 'A'; THENCE N. 87°21'38" W. 44.50 FEET; THENCE N. 03°43'29" E. 39.41 FEET; THENCE S. 33°36'51" W. 12.21 FEET; THENCE 26.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 25.00 FEET, CENTRAL ANGLE 61°30'27" AND A CHORD THAT BEARS S. 64°22'04" W. 25.57 FEET; THENCE ALONG SAID FUTURE EAST RIGHT OF WAY LINE OF MEADOWBROOK ROAD N. 02°34'30" E. 446.62 FEET TO THE POINT OF BEGINNING OF C1, CONTAINING 188,395 SQUARE FEET OR 4.32 ACRES; THENCE FROM SAID POINT 'A' S. 59°44'32" E. 82.70 FEET TO THE POINT OF BEGINNING OF C2; THENCE S. 87°20'42" E. 120.00 FEET; THENCE N. 03°05'10" E. 110.00 FEET; THENCE S. 87°19'49" E. 60.99 FEET; THENCE S. 03°05'02" W. 119.99 FEET; THENCE N. 87°20'42" W. 181.00 FEET; THENCE N. 03°05'10" E. 10.00 FEET TO THE POINT OF BEGINNING OF C2, CONTAINING 8,519 SQUARE FEET OR 0.20 ACRES.

<b>REVISIONS</b>			<b>OPEN SPACE PRESERVATION EASEMENT AREA BEACON HILL MEADOWS</b>		<b>DATE</b>		SCALE	
ITEM	DATE	BY			11-22-16		HOR: 1" =	
			NOVI		MICHIGAN		DESIGNED BY	
			 Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		JOB NO.		© COPYRIGHT 2016	
					14151			
					DRAWN BY			
			PTG		3/3			

**ATTORNEY'S APPROVAL LETTER**



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrslaw.com

www.jrslaw.com

July 21, 2017

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

**RE: Beacon Hill Meadows JSP 15-08  
Master Deed and Bylaws  
Conservation Easement**

Dear Ms. McBeth:

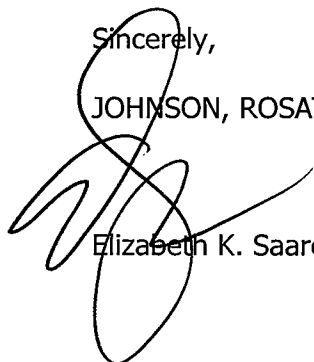
We have received and reviewed the original Open Space Preservation Easement for Beacon Hill Meadows. The Open Space Preservation Easement has been provided for the purpose of preserving certain existing woodlands and woodland replacement trees, wetlands, landscaped open space areas and parks within the Development as shown on Exhibit B. The Open Space Preservation Easement is satisfactory for the purposes provided, subject to the approval of the attached exhibits by the City's Planner and/or Consulting Engineer.

Once approved by City Council, the Open Space Preservation Easement should be recorded with the Oakland County Register of Deeds in the usual manner.

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

Sincerely,

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



Elizabeth K. Saarela

EKS

C: Cortney Hanson, Clerk  
Charles Boulard, Community Development Director

Barb McBeth, City Planner

July 21, 2017

Page 2

Sri Komaragiri, Planner

Kirsten Mellem, Planner

Theresa Bridges, Construction Engineer

Cheryl McNamara and Kristin Pace, Treasurer's Office

Sarah Marchioni, Building Permit Coordinator

Sue Troutman, City Clerk's Office

Brittany Allen, Taylor Reynolds, and Ted Meadows, Spalding DeDecker

Nancy Willson, Bodman (NWillson@Bodmanlaw.com)

Thomas R. Schultz, Esquire

**ENGINEERING CONSULTANTS APPROVAL LETTER**



October 19, 2017

Darcy Rechten  
City Engineering Technician  
City of Novi  
26300 Lee BeGole Drive  
Novi, Michigan 48375

Re: Beacon Hills Meadows - Document Review  
Novi # JSP15-0008  
SDA Job No. NV17-205  
**EXHIBIT APPROVED**

Dear Ms. Rechten:

We have reviewed the following document package received by the City on September 6, 2017 against the submitted plan set. We offer the following comments:

**Submitted Documents:**

1. **Open Space Preservation Easement** - (unexecuted: exhibit dated 11/22/16) – **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**



Taylor E. Reynolds, PE  
Senior Project Engineer

Cc (via Email): George Melistas, City Engineering Senior Manager  
Cortney Hanson, City Clerk  
Beth Saarela, Johnson Rosati, Schultz, Joppich PC  
Sarah Marchioni, City Building Project Coordinator  
Ted Meadows, Spalding DeDecker  
Theresa Bridges, City Construction Engineer  
Angie Pawlowski, City Community Development Bond Coordinator  
Sri Komaragiri, City Planner