



CITY of NOVI CITY COUNCIL

Agenda Item E
January 22, 2018

SUBJECT: Acceptance of Wetlands and Woodlands Conservation Easement from Hino Motors Sales USA, to protect the woodlands, woodland replacement trees and remaining wetlands as part of the Hino Motors project site, JSP 17-02, located at the southwest corner of Twelve Mile Road and Taft Road in Section 16 of the City.

SUBMITTING DEPARTMENT: Community Development Department – Planning *Beech*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The applicant has received Site Plan approval for a 124,418 square foot two story building to serve as headquarters for Hino Motors USA. The proposed site plan also includes associated site improvements, including parking and utilities. The site is approximately 15.56 acres.

The subject property was rezoned from RA (Residential Acreage) to OST (Office Service Technology) on March 13, 2017. The Planning Commission approved a Preliminary Site Plan, authorization for Land bank Parking, Non-minor Wetland Permit, Woodland Permit and Storm Water Management Plan on May 10, 2017. Construction is underway on the site.

The purpose of the easement is to protect the remaining wetlands, woodlands, woodland replacements, and vegetation within the Conservation Easement areas that are shown in the exhibits. The easement further indicates that prior to planting any replacement trees, Hino, or the current landowner, shall flag the proposed planting locations for the inspection by the City to ensure that the locations are acceptable and won't cause harm to existing trees or habitat. The Conservation easement indicates general replacement areas, and wetland and woodland easement areas. The general replacement tree areas indicate areas where replacement trees are planted instead of identifying individual trees in the exhibit.

Staff and Engineering consultants approved the revised exhibits in their letter dated August 31, 2017. 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 December 21, 2017.




RECOMMENDED ACTION: Acceptance of Wetlands and Woodlands Conservation Easement from Hino Motors Sales USA, to protect the woodlands, woodland replacement trees and remaining wetlands as part of the Hino Motors project site, JSP 17-02, located at the southwest corner of Twelve Mile Road and Taft Road in Section 16 of the City.

LOCATION MAP

JSP 17-02 Hino Motors
Woodlands and Wetlands Conservation Easement



LEGEND

-  General Replacement Tree Areas
-  Wetlands and Woodlands Easement
-  Sections



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: 17-02 Hino Motors
 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

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 11th day of September, 2017, by and between Hino Motors Sales U.S.A., Inc., a Delaware corporation whose address is 41180 Bridge St. Novi, MI 48375 (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 16 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 OST development on the Property, subject to provision of an appropriate easement to permanently protect the remaining wetlands, remaining woodlands and 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 Areas (the "Easement Areas") situated on the Property are more particularly described on Exhibit A, attached hereto and made a part hereof, the second page of 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 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 wetlands, remaining woodlands and woodland replacement trees as shown on the attached and incorporated Exhibit A. 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 remaining woodlands, remaining wetlands, 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 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 areas and/or protected woodlands 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 on legal instruments used to convey an interest in the property.

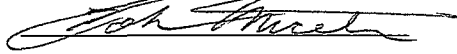
9. Prior to planting any replacement trees, Hino or the current landowner shall flag proposed planting locations for inspection by the City or its environmental consultant to ensure that the locations are acceptable and won't cause harm to existing trees or habitat. Once written approval is provided by the inspector, the trees may be planted. Once planting is complete, per Section 37 (Woodland Protection), the City or environmental consultant shall be contacted to request an inspection of the trees to check that they were installed correctly and are in good condition. Once the approval is granted, the trees shall enter a 2-year maintenance period. At the end of the 2-years, the landowner shall request an inspection from the City. At that time, any trees found to be in poor condition per Section 37 shall be replaced by the landowner.

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


*If applicable to the particular development. If not, remove.

WITNESS:





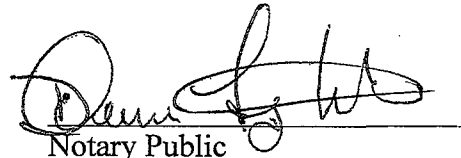
(Grantor)
Hino Motors Sales U.S.A., Inc., a
Delaware corporation


By: Keiichiro Horikoshi
Its: SVP, Secretary and Treasurer

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8 day of December, 2017, by Keiichiro Horikoshi, as the SVP, Secretary and Treasurer of Hino Motors Sales U.S.A., Inc.

DENISE FRANZ-WULBRECHT
Notary Public, State of Michigan
County Of Oakland
My Commission Expires 09-22-2023
Acting in the County of Oakland



Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 9-22-2023

WITNESS:

(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 _____, 20____, 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 DESCRIPTIONS

LEGAL DESCRIPTION - PARCEL

PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 16 BEING A DISTANT S00°05'00"W 78.78 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 16; THENCE CONTINUING SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, 1243.10 FEET ALONG SAID EAST LINE OF SECTION 16; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST, 357.82 FEET; THENCE NORTH 23 DEGREES 31 MINUTES 09 SECONDS WEST, 464.59 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, 897.68 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 57 MINUTES 52 SECONDS EAST, 487.32 FEET ALONG SAID NORTH LINE; THENCE SOUTH 35 DEGREES 56 MINUTES 39 SECONDS EAST, 97.35 FEET TO THE POINT OF BEGINNING.

Tax ID: 22-16-226-019

LEGAL DESCRIPTION - CONSERVATION EASEMENT 'A'

A CONSERVATION EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, 78.78 FEET ALONG THE EAST LINE OF SAID SECTION 16; THENCE CONTINUING SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, 1243.10 FEET ALONG THE EAST LINE OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST, 30.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST, 324.82 FEET; THENCE NORTH 23 DEGREES 31 MINUTES 09 SECONDS WEST, 464.59 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, 257.14 FEET; THENCE NORTH 18 DEGREES 15 MINUTES 15 SECONDS EAST, 45.71 FEET; THENCE NORTH 78 DEGREES 28 MINUTES 17 SECONDS EAST, 33.02 FEET; THENCE SOUTH 13 DEGREES 48 MINUTES 41 SECONDS EAST, 68.58 FEET; THENCE SOUTH 02 DEGREES 03 MINUTES 22 SECONDS WEST, 84.97 FEET; THENCE SOUTH 04 DEGREES 25 MINUTES 26 SECONDS EAST, 74.40 FEET; THENCE SOUTH 22 DEGREES 28 MINUTES 52 SECONDS WEST, 34.06 FEET; THENCE SOUTH 70 DEGREES 37 MINUTES 38 SECONDS EAST, 101.85 FEET; THENCE NORTH 29 DEGREES 07 MINUTES 56 SECONDS EAST, 18.56 FEET; THENCE SOUTH 77 DEGREES 06 MINUTES 12 SECONDS EAST, 72.91 FEET; THENCE SOUTH 86 DEGREES 55 MINUTES 31 SECONDS EAST, 205.95 FEET; THENCE NORTH 65 DEGREES 15 MINUTES 09 SECONDS EAST, 54.72 FEET; THENCE SOUTH 86 DEGREES 39 MINUTES 57 SECONDS EAST, 11.37 FEET; THENCE SOUTH 27 DEGREES 45 MINUTES 28 SECONDS EAST, 32.35 FEET TO THE WEST LINE OF TAFT ROAD (66' WIDE); THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, 56.88 FEET ALONG SAID WEST LINE; THENCE SOUTH 55 DEGREES 09 MINUTES 21 SECONDS WEST, 11.44 FEET; THENCE NORTH 84 DEGREES 03 MINUTES 35 SECONDS WEST, 47.07 FEET; THENCE NORTH 57 DEGREES 54 MINUTES 25 SECONDS WEST, 36.01 FEET; THENCE SOUTH 70 DEGREES 55 MINUTES 52 SECONDS WEST, 28.56 FEET; THENCE NORTH 82 DEGREES 58 MINUTES 19 SECONDS WEST, 18.07 FEET; THENCE NORTH 59 DEGREES 21 MINUTES 06 SECONDS WEST, 31.28 FEET; THENCE SOUTH 78 DEGREES 50 MINUTES 37 SECONDS WEST, 19.54 FEET; THENCE SOUTH 48 DEGREES 44 MINUTES 02 SECONDS WEST, 44.75 FEET; THENCE NORTH 76 DEGREES 40 MINUTES 07 SECONDS WEST, 100.75 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 00 SECONDS EAST, 133.30 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 45 SECONDS EAST, 27.43 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS WEST, 151.23 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 52 SECONDS EAST, 281.12 FEET TO SAID WEST LINE; THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, 97.98 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

Revised: 08-10-2017

DATE	DRAWN	JOB NO.	SHEET
06-14-2017	AJE	J497	5 of 7

EXHIBIT A
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION - CONSERVATION EASEMENT 'B'

A CONSERVATION EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, 78.78 FEET ALONG THE EAST LINE OF SAID SECTION 16; THENCE CONTINUING SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, 1243.10 FEET ALONG THE EAST LINE OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST, 30.00; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST, 324.82 FEET; THENCE NORTH 23 DEGREES 31 MINUTES 09 SECONDS WEST, 464.59 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS WEST, 745.67 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 52 SECONDS EAST, 12.96 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 45 SECONDS WEST, 17.19 FEET; THENCE NORTH 36 DEGREES 58 MINUTES 13 SECONDS EAST, 20.17 FEET; THENCE SOUTH 85 DEGREES 29 MINUTES 01 SECONDS EAST, 25.21 FEET; THENCE NORTH 66 DEGREES 09 MINUTES 52 SECONDS EAST, 78.00 FEET; THENCE SOUTH 14 DEGREES 25 MINUTES 17 SECONDS EAST, 12.31 FEET; THENCE SOUTH 24 DEGREES 18 MINUTES 22 SECONDS WEST, 26.40 FEET; THENCE SOUTH 36 DEGREES 38 MINUTES 23 SECONDS WEST, 26.46 FEET; THENCE SOUTH 54 DEGREES 18 MINUTES 40 SECONDS WEST, 25.73 FEET; THENCE SOUTH 78 DEGREES 46 MINUTES 01 SECONDS WEST, 27.79 FEET; THENCE NORTH 68 DEGREES 02 MINUTES 13 SECONDS WEST, 39.55 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - GENERAL REPLACEMENT TREE AREA 'A'

A GENERAL TREE REPLACEMENT AREA EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH 89 DEGREES 57 MINUTES 52 SECONDS WEST, 544.58 FEET ALONG THE NORTH LINE OF SAID SECTION 16; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS WEST, 178.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 57 MINUTES 52 SECONDS EAST, 30.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS WEST, 390.58 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 52 SECONDS WEST, 30.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, 390.58 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - GENERAL REPLACEMENT TREE AREA 'B'

A GENERAL TREE REPLACEMENT AREA EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH 89 DEGREES 57 MINUTES 52 SECONDS WEST, 473.64 FEET ALONG THE NORTH LINE OF SAID SECTION 16; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS WEST, 597.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86 DEGREES 32 MINUTES 38 SECONDS EAST, 10.92 FEET; THENCE SOUTH 03 DEGREES 16 MINUTES 01 SECONDS EAST, 40.04 FEET; THENCE SOUTH 86 DEGREES 43 MINUTES 59 SECONDS WEST, 11.35 FEET; THENCE NORTH 02 DEGREES 39 MINUTES 04 SECONDS WEST, 40.00 FEET TO THE POINT OF BEGINNING.

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

Revised: 08-10-2017

DATE	DRAWN	JOB NO.	SHEET
06-14-2017	AJE	J497	6 of 7

EXHIBIT A

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION - GENERAL REPLACEMENT TREE AREA 'C'

A GENERAL TREE REPLACEMENT AREA EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, 299.18 FEET ALONG THE EAST LINE OF SAID SECTION 16; THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST, 55.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 10 MINUTES 02 SECONDS EAST, 73.79 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 21 SECONDS WEST, 234.39 FEET; THENCE NORTH 87 DEGREES 26 MINUTES 12 SECONDS WEST, 13.99 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 10 SECONDS EAST, 226.33 FEET; THENCE NORTH 10 DEGREES 47 MINUTES 28 SECONDS WEST, 78.22 FEET; THENCE NORTH 77 DEGREES 20 MINUTES 48 SECONDS EAST, 15.77 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - GENERAL REPLACEMENT TREE AREA 'D'

A GENERAL TREE REPLACEMENT AREA EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, 678.91 FEET ALONG THE EAST LINE OF SAID SECTION 16; THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, 113.25 FEET; THENCE NORTH 86 DEGREES 39 MINUTES 57 SECONDS WEST, 26.51 FEET; THENCE SOUTH 65 DEGREES 15 MINUTES 09 SECONDS WEST, 54.72 FEET; THENCE NORTH 86 DEGREES 55 MINUTES 31 SECONDS WEST, 205.95 FEET; THENCE NORTH 77 DEGREES 06 MINUTES 12 SECONDS WEST, 159.80 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 03 SECONDS EAST, 92.13 FEET; THENCE SOUTH 88 DEGREES 34 MINUTES 47 SECONDS EAST, 58.30 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS WEST, 68.97 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 52 SECONDS EAST, 338.78 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 48 SECONDS EAST, 66.46 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 20 SECONDS EAST, 39.36 FEET TO THE POINT OF BEGINNING.

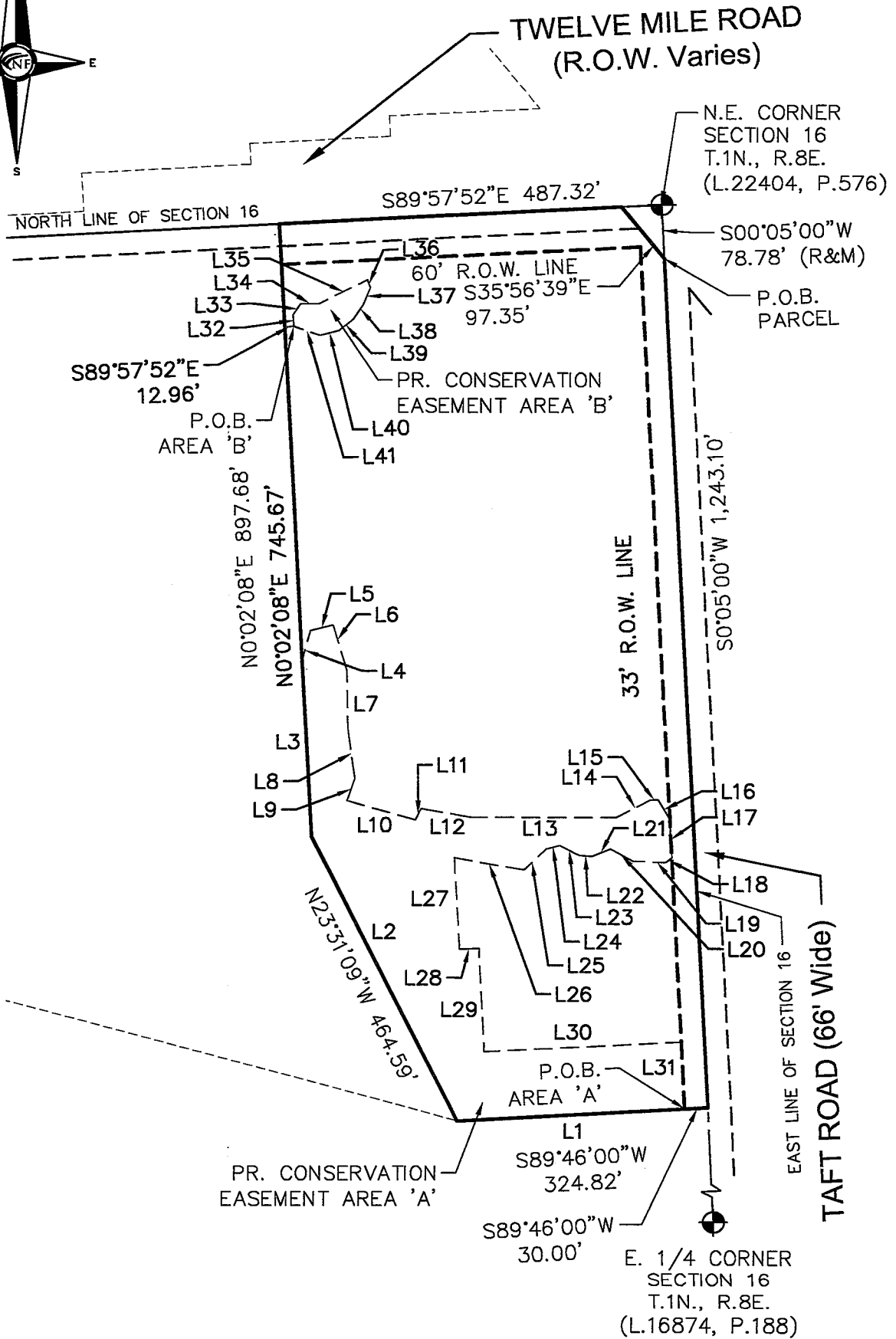
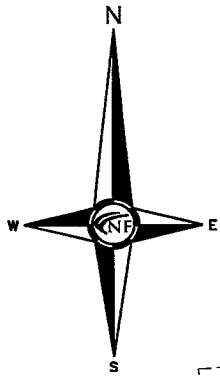
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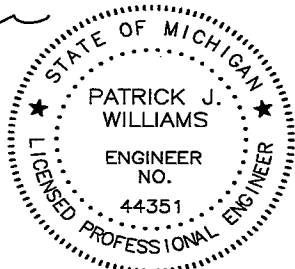
DATE	DRAWN	JOB NO.	SHEET
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EXHIBIT A

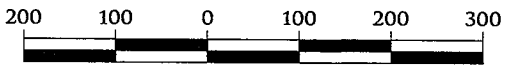
PROPOSED CONSERVATION EASEMENT SKETCH



Patrick J. Williams



NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257



SCALE: 1" = 200'

Revised: 08-10-2017
 DATE DRAWN JOB NO. SHEET
 06-14-2017 AJE J497 1 of 7

EXHIBIT A

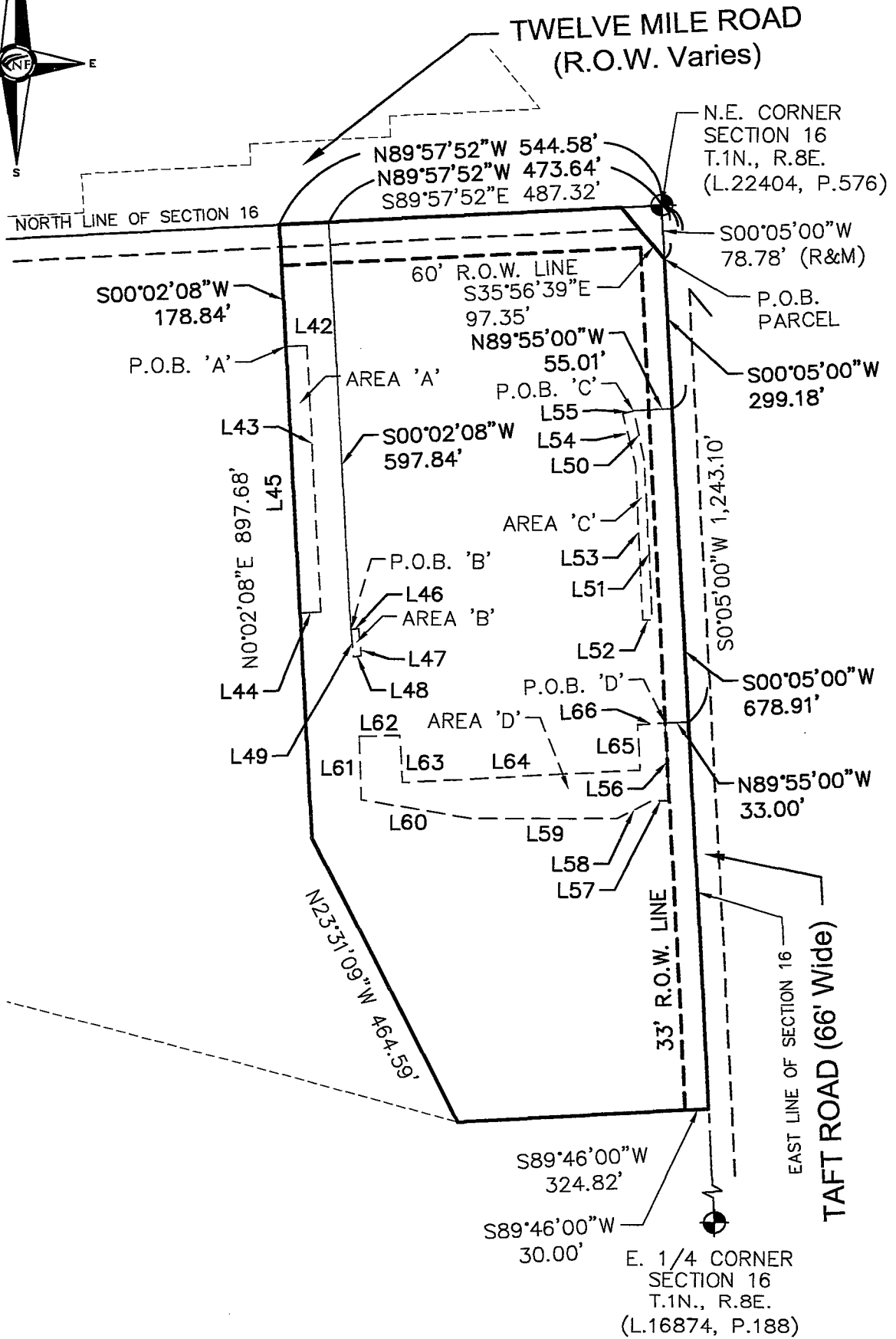
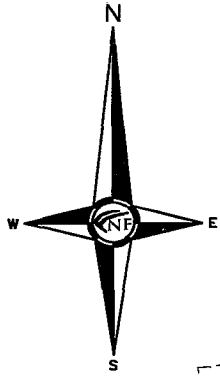
PROPOSED CONSERVATION EASEMENT LINE TABLES

Line Table		
Line #	Direction	Length
L1	S89°46'00"W	324.82
L2	N23°31'09"W	464.59
L3	N00°02'08"E	257.14
L4	N18°15'15"E	45.71
L5	N78°28'17"E	33.02
L6	S13°48'41"E	68.58
L7	S02°03'22"W	84.97
L8	S04°25'26"E	74.40
L9	S22°28'52"W	34.06
L10	S70°37'38"E	101.85
L11	N29°07'56"E	18.56
L12	S77°06'12"E	72.91
L13	S86°55'31"E	205.95
L14	N65°15'09"E	54.72
L15	S86°39'57"E	11.37
L16	S27°45'28"E	32.35
L17	S0°05'00"W	56.88
L18	S55°09'21"W	11.44
L19	N84°03'35"W	47.07
L20	N57°54'25"W	36.01

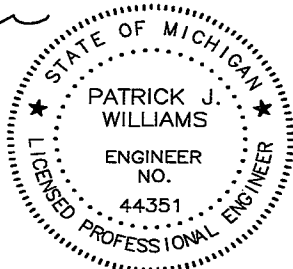
Line Table		
Line #	Direction	Length
L21	S70°55'52"W	28.56
L22	N82°58'19"W	18.07
L23	N59°21'06"W	31.28
L24	S78°50'37"W	19.54
L25	S48°44'02"W	44.75
L26	N76°40'07"W	100.75
L27	S0°14'00"E	133.30
L28	S89°56'45"E	27.43
L29	S0°02'08"W	151.23
L30	S89°57'52"E	281.12
L31	S0°05'00"W	97.98
L32	N00°36'45"W	17.19
L33	N36°58'13"E	20.17
L34	S85°29'01"E	25.21
L35	N66°09'52"E	78.00
L36	S14°25'17"E	12.31
L37	S24°18'22"W	26.40
L38	S36°38'23"W	26.46
L39	S54°18'40"W	25.73
L40	S78°46'01"W	27.79
L41	N68°02'13"W	39.55

EXHIBIT A

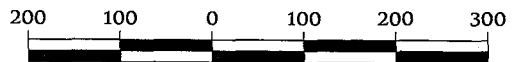
PROPOSED GENERAL REPLACEMENT TREE AREAS



Patrick Williams



NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257



SCALE: 1" = 200'

Revised: 08-10-2017
 DATE DRAWN JOB NO. SHEET
 06-14-2017 AJE J497 3 of 7

EXHIBIT A

PROPOSED GENERAL REPLACEMENT TREE AREAS LINE TABLES

Line Table		
Line #	Direction	Length
L42	S89°57'52"E	30.00
L43	S00°02'08"W	390.58
L44	N89°57'52"W	30.00
L45	N00°02'08"E	390.58
L46	N86°32'38"E	10.92
L47	S03°16'01"E	40.04
L48	S86°43'59"W	11.35
L49	N02°39'04"W	40.00
L50	S09°10'02"E	73.79
L51	S00°10'21"W	234.39
L52	N87°26'12"W	13.99
L53	N00°33'10"E	226.33
L54	N10°47'28"W	78.22
L55	N77°20'48"E	15.77

Line Table		
Line #	Direction	Length
L56	S00°05'00"W	113.25
L57	N86°39'57"W	26.51
L58	S65°15'09"W	54.72
L59	N86°55'31"W	205.95
L60	N77°06'12"W	159.80
L61	N00°49'03"E	92.13
L62	S88°34'47"E	58.30
L63	S00°02'08"W	68.97
L64	S89°57'52"E	338.78
L65	N00°02'48"E	66.46
L66	S89°55'20"E	39.36

EXHIBIT A
PROPOSED CONSERVATION EASEMENT
LINE TABLES

Line Table		
Line #	Direction	Length
L1	S89°46'00"W	324.82
L2	N23°31'09"W	464.59
L3	N00°02'08"E	257.14
L4	N18°15'15"E	45.71
L5	N78°28'17"E	33.02
L6	S13°48'41"E	68.58
L7	S02°03'22"W	84.97
L8	S04°25'26"E	74.40
L9	S22°28'52"W	34.06
L10	S70°37'38"E	101.85
L11	N29°07'56"E	18.56
L12	S77°06'12"E	72.91
L13	S86°55'31"E	205.95
L14	N65°15'09"E	54.72
L15	S86°39'57"E	11.37
L16	S27°45'28"E	32.35
L17	S0°05'00"W	56.88
L18	S55°09'21"W	11.44
L19	N84°03'35"W	47.07
L20	N57°54'25"W	36.01

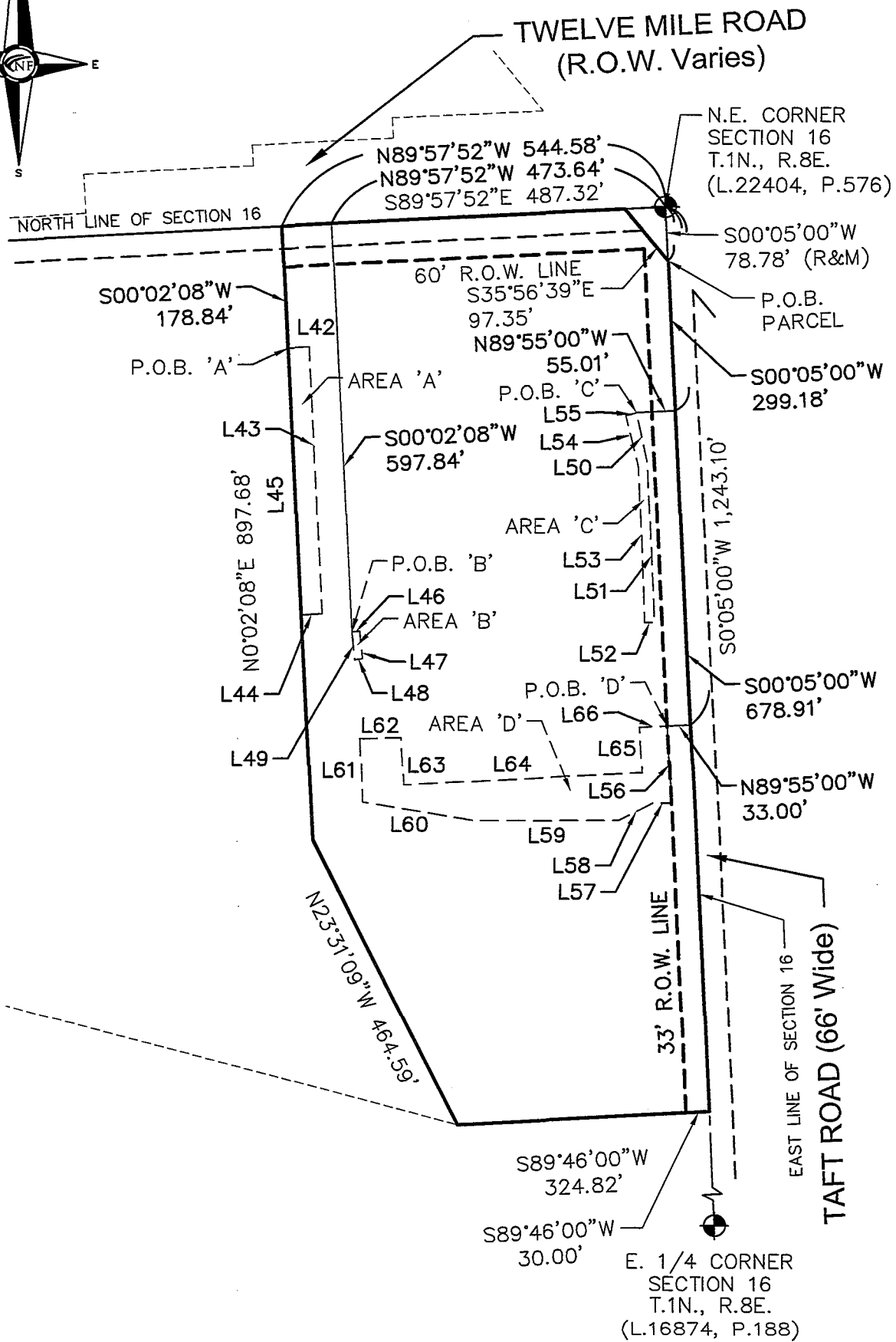
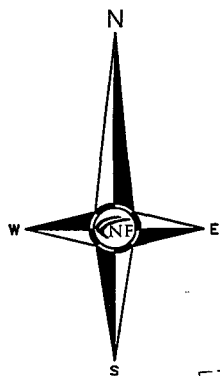
Line Table		
Line #	Direction	Length
L21	S70°55'52"W	28.56
L22	N82°58'19"W	18.07
L23	N59°21'06"W	31.28
L24	S78°50'37"W	19.54
L25	S48°44'02"W	44.75
L26	N76°40'07"W	100.75
L27	S0°14'00"E	133.30
L28	S89°56'45"E	27.43
L29	S0°02'08"W	151.23
L30	S89°57'52"E	281.12
L31	S0°05'00"W	97.98
L32	N00°36'45"W	17.19
L33	N36°58'13"E	20.17
L34	S85°29'01"E	25.21
L35	N66°09'52"E	78.00
L36	S14°25'17"E	12.31
L37	S24°18'22"W	26.40
L38	S36°38'23"W	26.46
L39	S54°18'40"W	25.73
L40	S78°46'01"W	27.79
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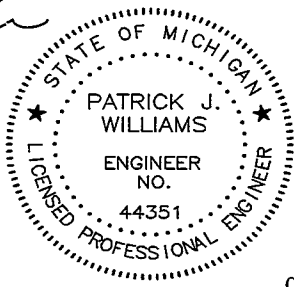
Revised: 08-10-2017
DATE DRAWN JOB NO. SHEET
06-14-2017 AJE J497 2 of 7

EXHIBIT A

PROPOSED GENERAL REPLACEMENT TREE AREAS



Patrick J. Williams



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EXHIBIT A

PROPOSED GENERAL REPLACEMENT TREE AREAS LINE TABLES

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L65	N00°02'48"E	66.46
L66	S89°55'20"E	39.36

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@jrsjlaw.com

www.jrsjlaw.com

December 21, 2017

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

**RE: Hino Motors JSP 17-0002
Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed the original executed Conservation Easement for the Hino Motors Development. The Conservation Easement has been provided for the purpose of ensuring that the property owner preserves the remaining wetlands, woodlands, woodland replacements, and vegetation within the Conservation Easement areas shown in the attached exhibits. The Conservation Easement also requires the property owner prior to the installation of replacement trees for approval of the locations. The Conservation Easement is acceptable subject to the approval of the attached by the City's Planner and/or Consulting Engineer.

Subject to the above, the Conservation Easement is in order and may be placed on an upcoming City Council Agenda for approval. Once approved by City Council, the Conservation 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 (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)

Barb McBeth, City Planner

December 21, 2017

Page 2

Sri Komaragiri, Planner (w/Enclosures)

Hannah Smith, Planning Assistant (w/Enclosures)

Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)

George Melistas, Engineering Senior Manager (w/Enclosures)

Theresa Bridges, Construction Engineer (w/Enclosures)

Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)

Pete Hill, ECT (w/Enclosures)

Taylor Reynolds and Ted Meadows, Spalding DeDecker (w/Enclosures)

Sue Troutman, City Clerk's Office (w/Enclosures)

Teresa Bruce, D & G Investment Company (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

ENGINEERING CONSULTANTS APPROVAL LETTER

August 31, 2017

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

Re: Hino Motors - Document Review
Novi # JSP17-0002
SDA Job No. NV17-220
EXHIBITS APPROVED

Dear Ms. Rechten :

We have reviewed the following document package received by our office on August 4, 2017 against the submitted plan set. We offer the following comments:

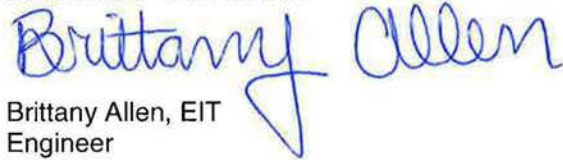
Submitted Documents:

1. Conservation Easement - (unexecuted: exhibit dated 08/10/17) – 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



Brittany Allen, EIT
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
Taylor Reynolds, Spalding DeDecker
Theresa Bridges, City Construction Engineer
Angie Pawlowski, City Community Development Bond Coordinator
Sri Komaragiri, City Planner