



CITY of NOVI CITY COUNCIL

Agenda Item B
February 6, 2017

SUBJECT: Acceptance of Wetland Preservation Easement and Woodland Preservation Easement from Mirage Development, LLC for wetland and woodland preservation areas as part of the Montebello Estates project site, JSP 15-76, located north of Nine Mile Road and west of Novi Road in Section 27 of the City.

SUBMITTING DEPARTMENT: Community Development Department – Planning *Barb*

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The applicant has received Site Plan approval of an approximately 26.94 acres, 32-unit single-family residential development located north of Nine Mile Road and west of Novi Road. The project is being developed as a conventional site condominium development with associated site improvements. The Planning Commission approved the Preliminary Site Plan, Wetland Permit, Woodland Permit, and Stormwater Management Plan on March 23, 2016.

The applicant is providing a Wetland Preservation Easement over wetlands in Creek View Park, which is between lots 9 and 10, and Montebello Park, which is between lots 28 and 29 and most of the open space adjacent to Nine Mile Road. The easement protects existing wetlands on site. Exhibit B graphically depicts this easement. The total preservation area is 6.71 acres.

The applicant is providing a Woodland Preservation Easement over woodlands behind lots 29-32, lot 20, lot 21, and lots 16-18. The easement permanently protects existing woodlands on site. Exhibit B graphically depicts this easement in Exhibit B. The total preservation area is 0.669 acres.

The City Attorney's Office has reviewed the proposed easements and has indicated that the documents are in a form ready for acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of Wetland Preservation Easement and Woodland Preservation Easement from Mirage Development, LLC for wetland and woodland preservation areas as part of the Montebello Estates project site, JSP 15-76, located north of Nine Mile Road and west of Novi Road in Section 27 of the City.

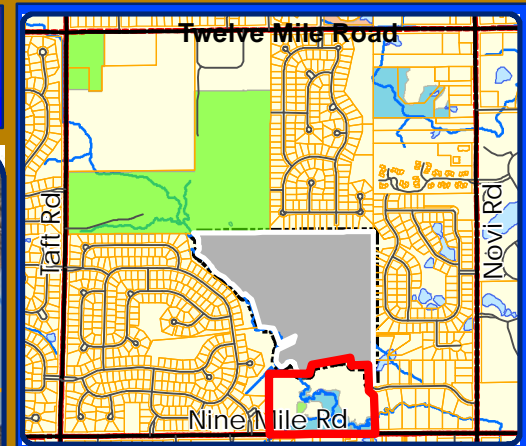
	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

LOCATION MAP

JSP15-76: Montebello Estates

Proposed Preservation Easements



LEGEND

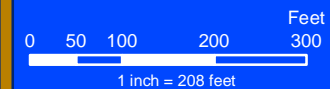
-  Sections
-  Wetlands Only
-  Woodlands Only
-  Wetlands and Woodlands
-  Unclassified



City of Novi

Community Development Department
Civic Center
45175 W Ten Mile Road
Novi, MI 48375
www.cityofnovi.org

Map Author: Kirsten Mellem
Date: 01/20/2017
Project: JSP15-76: Montebello Estates
Version #: 3



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 of Novi GIS Manager to confirm source and accuracy information related to this map.

ATTORNEY 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

January 18, 2017

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

**RE: Montebello
Woodland and Wetland Preservation Easements**

Dear Ms. McBeth:

We have received and reviewed the original executed Wetland and Woodland Preservation Easements for the Montebello Site Condominium Development. The Wetland and Woodland Preservation Easements have been revised to address the comments in our October 27, 2016 review report. The Woodland and Wetland Preservation Easements are sufficient for the purposes provided. We can recommend approval and acceptance of the proposed Woodland and Wetland Preservation Easements. The Exhibits have been reviewed and approved by the City's Consulting Engineer. The Woodland and Wetland Preservation Easements should be placed on an upcoming City Council Agenda for acceptance. Once the Preservation Easements have been approved by City Council, they 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

Enclosures

- C: Cortney Hanson, Clerk (w/Original Enclosures to follow)
Charles Boulard, Community Development Director (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Kirsten Mellem, Planner (w/Enclosures)
Adrianna Jordan, Planner (w/Enclosures)
Theresa Bridges, Construction Engineer (w/Enclosures)
Sarah Marchioni, Building Project Coordinator (w/Enclosures)
Pete Hill, ECT (w/Enclosures)
Rick Meader, Landscape Architect (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Mark Paulson and Claudio Rossi, Mirage Development (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

WETLAND EASEMENT

WETLAND PRESERVATION EASEMENT

THIS WETLAND PRESERVATION EASEMENT (the "**Agreement**") made this 9th day of January, 2017 (the "**Effective Date**"), by and between Mirage Development, LLC, a Michigan limited liability company (hereinafter "**Developer**"), whose address is 45380 West 10 Mile Road, Suite 135, Novi, Michigan 48375 ("**Grantor**"), and the City of Novi, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, ("**Grantee**"). Grantor and Grantee may hereinafter be referred to individually as a "**Party**" and jointly as "**Parties.**"

Background

- A. Grantor owns a certain parcel of land situated in the Grantee of Novi, Oakland County, Michigan, described in **Exhibit A**, attached hereto and made a part hereof (the "**Property**") will be developed as a site condominium pursuant to the Master Deed and site plan therefor (collectively, the "**Development Plans**"). Grantor has received final site plan approval for construction of a site condominium development on the Property pursuant to the Development Plans, subject to provision of appropriate easements (collectively "**Wetland Easement**") to permanently protect existing wetlands (the "**Wetlands**") on the Property and their natural resource values from destruction or disturbance. Grantor desires to grant such easements in order to protect the Wetlands.
- B. The Wetland Easement situated on the Property is more particularly described on **Exhibit B**, attached hereto and made a part hereof, the second page of which contains a drawing depicting the protected Wetlands.

Agreement

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 reserves, conveys and grants the following Wetland Easement to Grantee, which shall be binding upon Grantor, and Grantee, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the Grantee, all purchasers of the Property and their respective heirs, successors, assigns and/or transferees, upon the following terms and conditions:

1. The purpose of this Wetland Easement is to protect and preserve the Wetlands in accordance with the Development Plans. The Wetlands shall be perpetually preserved and maintained, in their natural and undeveloped condition as provided herein, unless authorized by permit from the Grantee, and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency.

2. Grantor initially, and thereafter any association of co-owners responsible for any portion of the Property in which the Wetlands are located (each an "**Association**"), shall maintain the Wetlands in the condition required by the approved Development Plans. there shall be no disturbance of the Wetlands, including, but not limited to, 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, or any actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation; provided, however, that Grantor, and the Association thereafter, shall have the right to maintain all lawn areas established within the Wetland Easement in accordance with the approved final site plan, if any. The Grantor and the Association shall furthermore have the authority to remove or trim dead, diseased or damaged trees, in accordance with the Grantee's Woodland Ordinance, as amended. Treatment or removal of invasive species to maintain the Wetland) Easement Areas in accordance with the approved final site plan shall be completed in accordance with prior review and written approval of the Grantee.

3. This Wetland 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 may enter upon and inspect the Wetland Easement to determine whether the Easement Area is being maintained in compliance with the terms of this Wetland Easement.

4. In the event that the Grantor, or any Association, shall at any time fail to carry out the responsibilities specified within this Wetland Easement, and/or fail to preserve and/or maintain the Wetlands in reasonable order or condition, Grantee may serve written notice upon Grantor setting forth the deficiencies in maintenance and/or preservation. The notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the Grantee's Council, or such other Council, body or official delegated by the Grantee Council, for the purpose of allowing the Grantor to be heard as to why the Grantee should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the Grantee's 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 Grantee 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 Grantee to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the Grantee and reasonable legal fees incurred by the Grantee, 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 Grantee may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the Grantee, 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 Grantee, 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 Grantee in connection with such suit.

5. This Wetland 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).

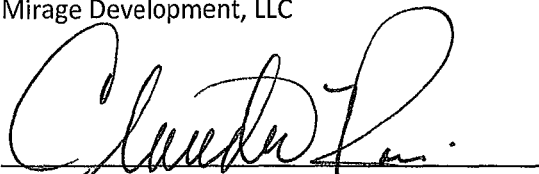
6. This Agreement may be modified only in writing executed by both Parties.

7. If any portion of this Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.

8. This Agreement shall be construed in accordance with Michigan law. All legal action related to this Wetland Easement shall be filed in Oakland County, Michigan.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Wetland Easement as of the Effective Date.

Mirage Development, LLC



By: Claudio Rossi

Its: Manager

CITY OF NOVI
A Municipal Corporation

By:

Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledges before me this 9th day of January, 2017, by Claudio Rossi, as the Manager of Mirage Development, LLC.



Notary Public MARK PAULSON
Oakland County, Michigan
My Commission Expires: 6/3/2018

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

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

Notary Public
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 W. Ten Mile Road
Novi, Michigan 48375

EXHIBIT A

"MONTEBELLO ESTATES"

LEGAL DESCRIPTION

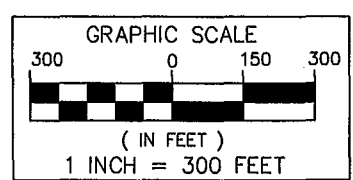
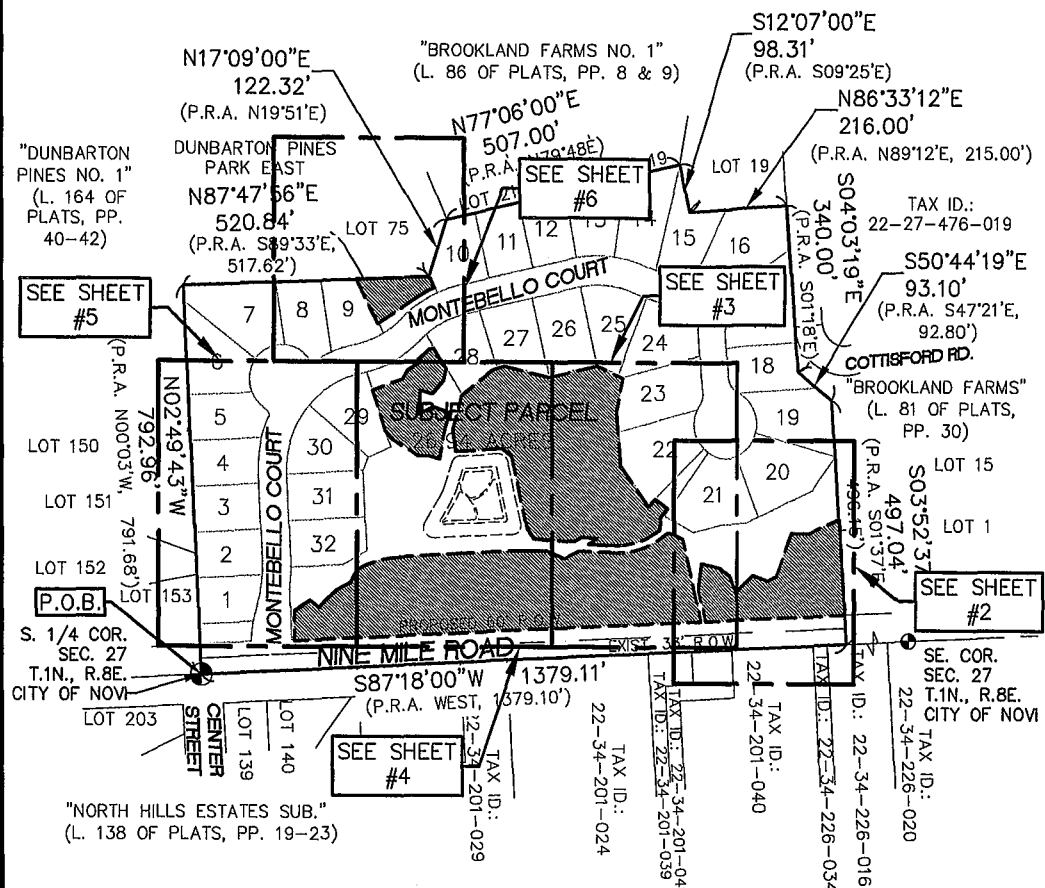
SUBJECT PROPERTY

PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE NORTH 02°49'43" WEST, 792.96 FEET; THENCE NORTH 87°47'56" EAST, 520.84 FEET; THENCE NORTH 17°09'00" EAST, 122.32 FEET; THENCE NORTH 77°06'00" EAST, 507.00 FEET; THENCE SOUTH 12°07'00" EAST, 98.31 FEET; THENCE NORTH 86°33'12" EAST, 216.00 FEET; THENCE SOUTH 04°03'19" EAST, 340.00 FEET; THENCE SOUTH 50°44'19" EAST, 93.10 FEET; THENCE SOUTH 03°52'37" EAST, 497.04 FEET TO THE SOUTH LINE OF SAID SECTION 27; THENCE SOUTH 87°18'00" WEST ALONG SAID SOUTH LINE, 1379.11 FEET TO THE POINT OF BEGINNING. CONTAINING 26.94 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

AND ALSO, as previously recorded in Liber 4480, on Pages 358 through 361, inclusive, Oakland County Records, as being Part of the Southeast 1/4 of Section 27, Town 1 North, Range 8 East, Novi Township, (now Village of Novi), Oakland County, Michigan, described as beginning at the South 1/4 corner of said Section 27, thence North 0 degrees 03 minutes West along North and South 1/4 Section line 791.68 feet; thence South 89 degrees 33 minutes East along fence line 517.62 feet; thence North 19 degrees 51 minutes East 122.32 feet to a point in fence line; thence North 79 degrees 48 minutes East, along fence line 507.0 feet; thence South 9 degrees 25 minutes East, along fence line 98.31 feet; thence North 89 degrees 12 minutes East 215 feet; thence South 01 degrees 18 minutes 00 seconds East 340.00 feet; thence South 47 degrees 21 minutes East, 92.80 feet to a point in fence along 1/8 line, thence South 01 degrees 37 minutes 00 seconds East, 496.15 feet to the South line of said Section 27; thence due West on Section line 1379.10 feet to the point of beginning. (MCN 495 C, 26.86 Acres)

DESCRIPTION PARCEL 22-27-452-001

EXHIBIT B



WETLAND PRESERVATION EASEMENT (6.710 ACRES)

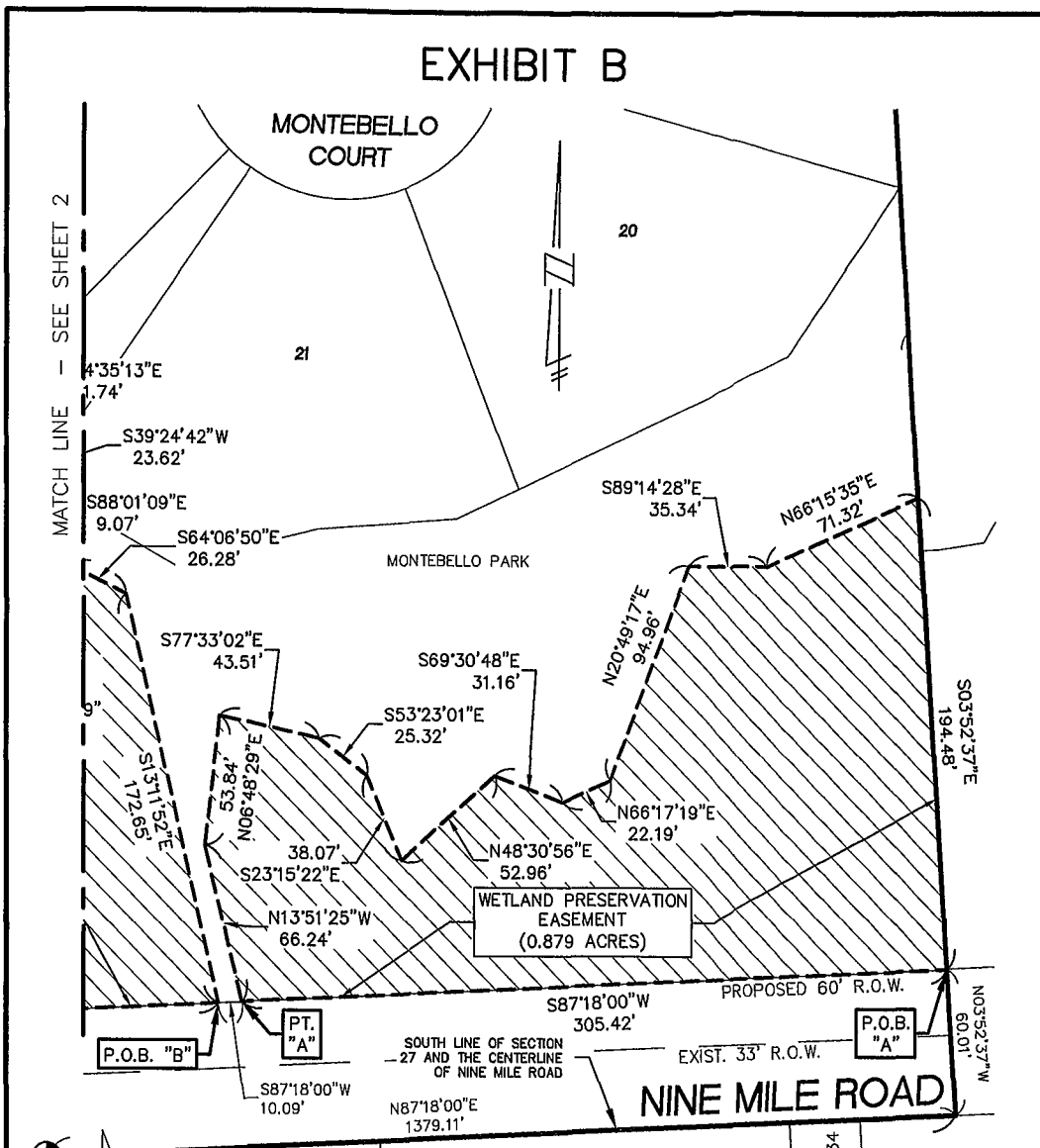
SUBJECT PROPERTY AND SHEET INDEX


SEIBER, KEAST ENGINEERING, L.L.C.
 CONSULTING ENGINEERS
 100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
 PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

MONTEBELLO ESTATES
 SECTION 27, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 300'
DATE:	07-08-16
JOB NO.:	15-012
DWG. FILE:	15-012ESMT-WET
DRAWN BY:	AT, DFR
CHECK:	JE
SHEET:	1 OF 6

EXHIBIT B

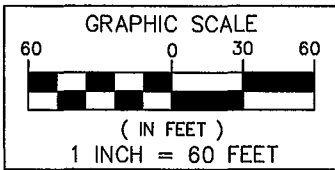


S 1/4. COR.
SECTION 27
T.1N.,R.8E.,

TAX ID.:
22-34-201-041

TAX ID.:
22-34-201-040

TAX ID.:
22-34-226-034



WETLAND PRESERVATION EASEMENT
(6.710 ACRES)

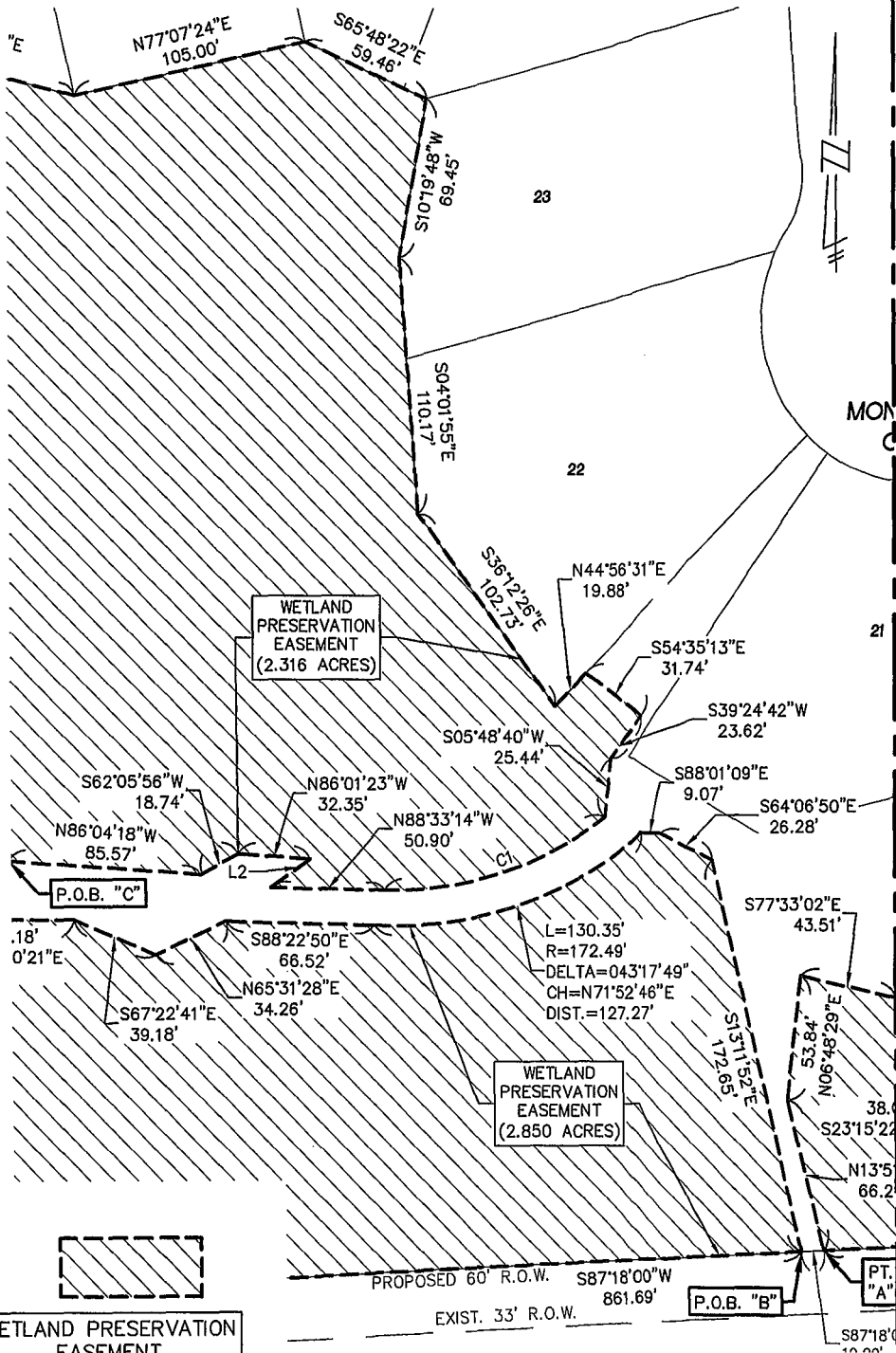
WETLAND PRESERVATION EASEMENT

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

MONTEBELLO ESTATES
SECTION 27, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

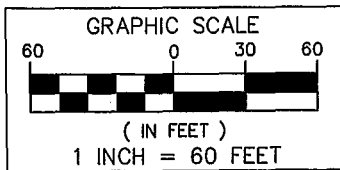
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DATE:	07-06-16
JOB NO.:	15-012
DWG. FILE:	15-012ESMT-WET
DRAWN BY:	AT, DFR
CHECK:	JE
SHEET:	2 OF 6

EXHIBIT B



MATCH LINE - SEE SHEET 2

WETLAND PRESERVATION EASEMENT (6.710 ACRES)



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	105.63'	156.51'	38°40'08"	S72°27'48"W	103.63'

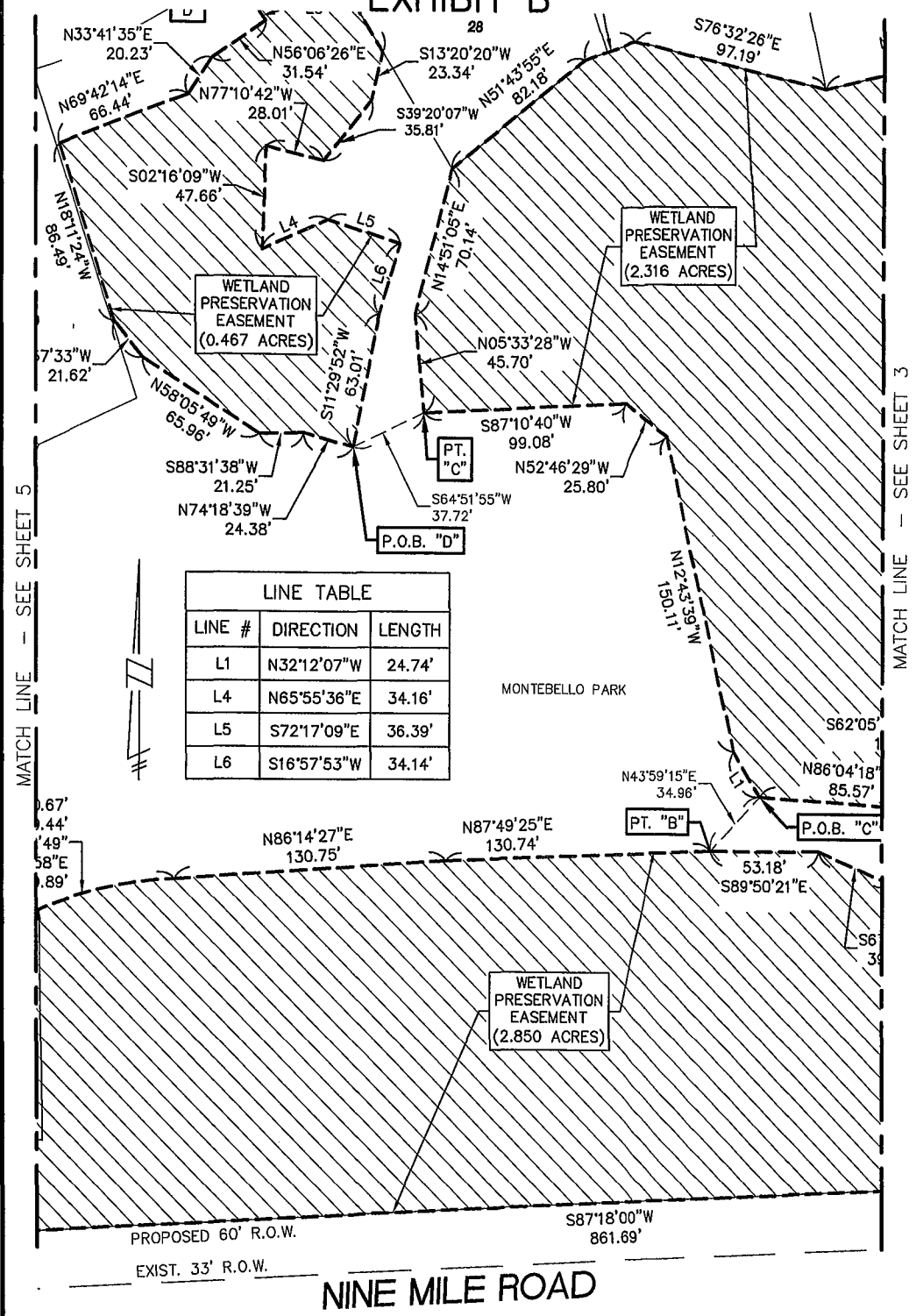
LINE TABLE		
LINE #	DIRECTION	LENGTH
L2	N54°44'18"E	21.39'

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MONTEBELLO ESTATES
SECTION 27, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 60'
DATE: 07-06-16
JOB NO.: 15-012
DWG FILE: 15-012ESMT-WET
DRAWN BY: AT, DFR
CHECK: JE
SHEET: 3 OF 6

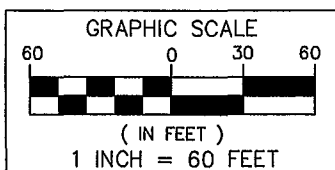
EXHIBIT B



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N32°12'07"W	24.74'
L4	N65°55'36"E	34.16'
L5	S72°17'09"E	36.39'
L6	S16°57'53"W	34.14'

MATCH LINE - SEE SHEET 5

MATCH LINE - SEE SHEET 3



WETLAND PRESERVATION EASEMENT
(6.710 ACRES)

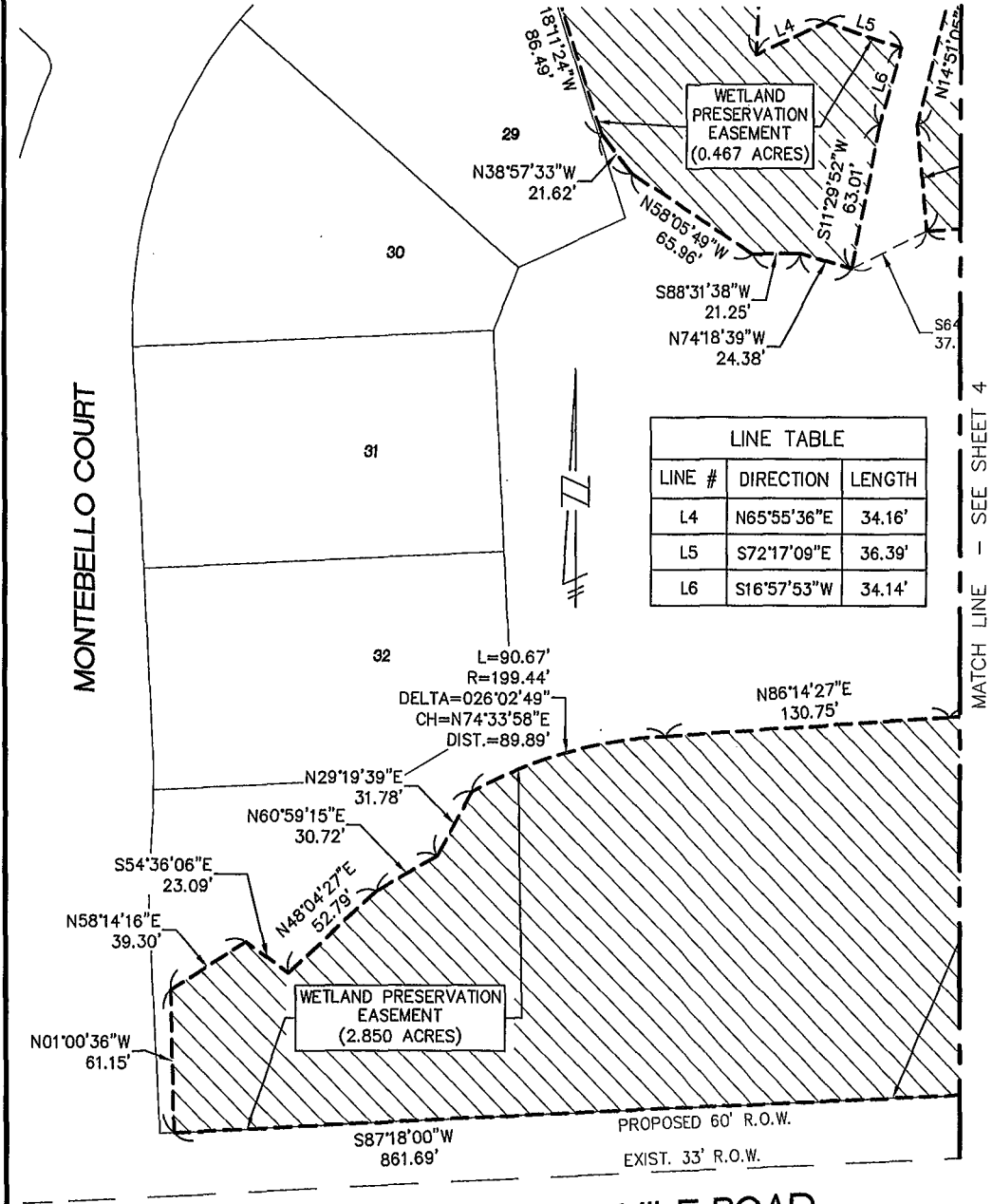
WETLAND PRESERVATION EASEMENT

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MONTEBELLO ESTATES
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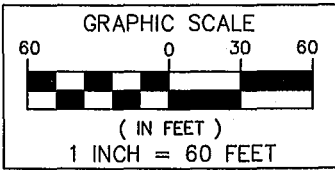
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JOB NO.:	15-012
DWG FILE:	15-012ESMT-WET
DRAWN BY:	AT, DFR
CHECK:	JE
SHEET:	4 OF 6

EXHIBIT B



LINE TABLE		
LINE #	DIRECTION	LENGTH
L4	N65°55'36"E	34.16'
L5	S72°17'09"E	36.39'
L6	S16°57'53"W	34.14'

MATCH LINE - SEE SHEET 4



WETLAND PRESERVATION EASEMENT
(6.710 ACRES)

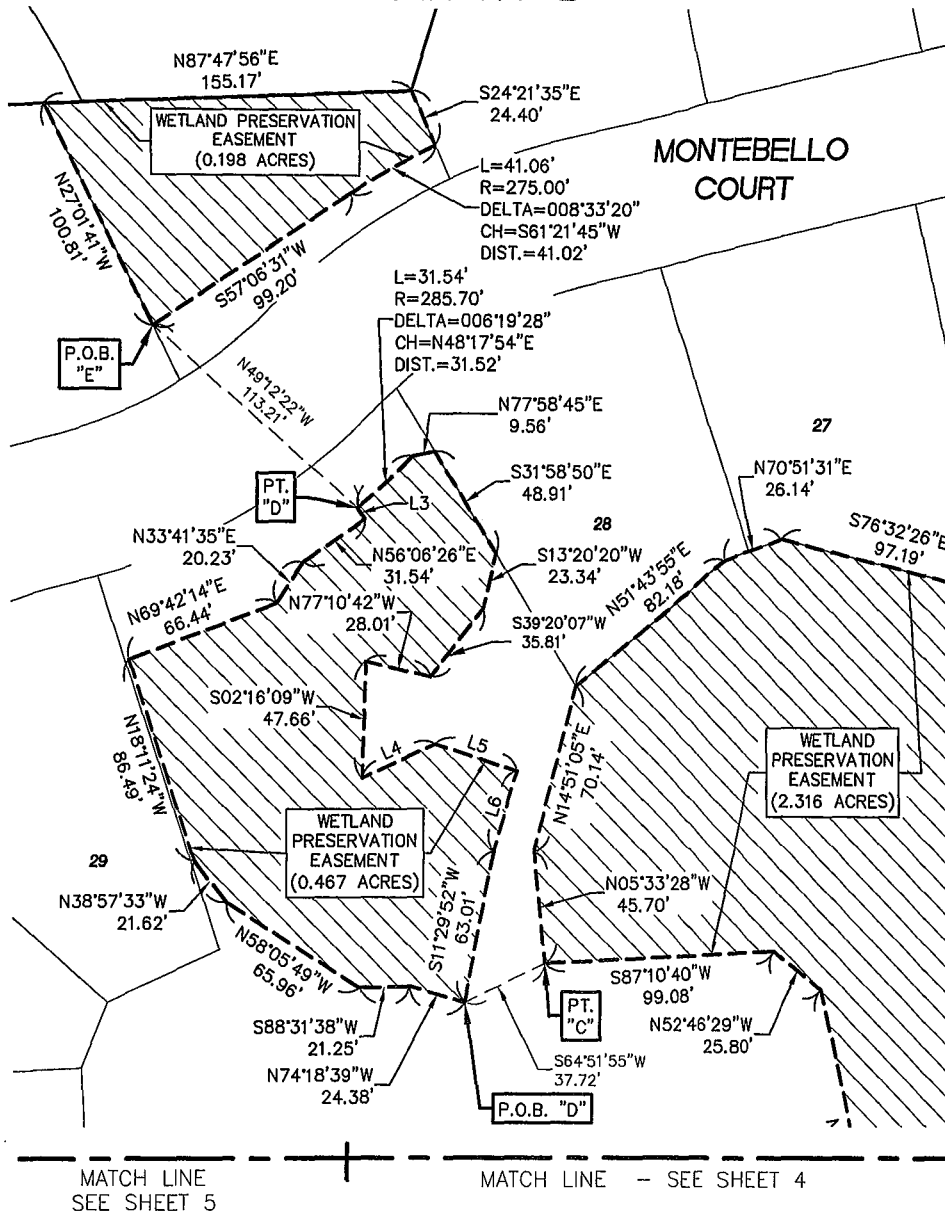
WETLAND PRESERVATION EASEMENT

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MONTEBELLO ESTATES
SECTION 27, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	07-08-16
JOB NO.:	15-012
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CHECK:	JE
SHEET:	5 OF 6

EXHIBIT B

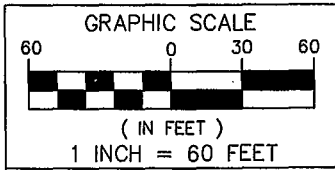


MATCH LINE - SEE SHEET 3

MATCH LINE
SEE SHEET 5

MATCH LINE - SEE SHEET 4

LINE TABLE		
LINE #	DIRECTION	LENGTH
L3	N35°36'38\"W	5.59'
L4	N65°55'36\"E	34.16'
L5	S72°17'09\"E	36.39'
L6	S16°57'53\"W	34.14'



WETLAND PRESERVATION
EASEMENT
(6.710 ACRES)

WETLAND PRESERVATION EASEMENT

**SEIBER, KEAST
ENGINEERING, L.L.C.**
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SCALE:	1" = 60'
DATE:	07-08-16
JOB NO.:	15-012
DWG FILE:	15-012ESMT-WET
DRAWN BY:	AT, DFR
CHECK:	JE
SHEET:	6 OF 6

EXHIBIT C

"MONTEBELLO ESTATES"

LEGAL DESCRIPTION

WETLAND PRESERVATION EASEMENT

A Wetland Preservation Easement, being a part of the Southeast 1/4 of Section 27, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the South 1/4 Corner of said Section 27; thence North 87°18'00" East, 1379.11 feet, along the South line of said Section 27 and the centerline of "Nine Mile Road"; thence North 03°52'37" West, 60.01 feet, for a POINT OF BEGINNING "A"; thence South 87°18'00" West, 305.42 feet, for a reference POINT "A"; thence North 13°51'25" West, 66.24 feet; thence North 06°48'29" East, 53.84 feet; thence South 77°33'02" East, 43.51 feet; thence South 53°23'01" East, 25.32 feet; thence South 23°15'22" East, 38.07 feet; thence North 48°30'56" East, 52.96 feet; thence South 69°30'48" East, 31.16 feet; thence North 66°17'19" East, 22.19 feet; thence North 20°49'17" East, 94.96 feet; thence South 89°14'28" East, 35.34 feet; thence North 66°15'35" East, 71.32 feet; thence South 03°52'37" East, 194.48 feet, to the Point of Beginning "A".

And also, commencing at said reference POINT "A"; thence South 87°18'00" West, 10.09 feet, for a POINT OF BEGINNING "B"; thence continuing South 87°18'00" West, 861.69 feet, thence North 01°00'36" West, 61.15 feet; thence North 58°14'16" East, 39.30 feet; thence South 54°36'06" East, 23.09 feet; thence North 48°04'27" East, 52.79 feet; thence North 60°59'15" East, 30.72 feet; thence North 29°19'39" East, 31.78 feet; thence 90.67 feet along a curve to the right, said curve having a radius of 199.44 feet, a central angle of 26°02'49" and a chord bearing and distance of North 74°33'58" East, 89.89 feet; thence North 86°14'27" East, 130.75 feet; thence North 87°49'25" East, 130.74 feet, for a reference POINT "B"; thence South 89°50'21" East, 53.18 feet; thence South 67°22'41" East, 39.18 feet; thence North 65°31'28" East, 34.26 feet; thence South 88°22'50" East, 66.52 feet; thence 130.35 feet along a curve to the left, said curve having a radius of 172.49 feet, a central angle of 43°17'49" and a chord bearing and distance of North 71°52'46" East, 127.27 feet; thence South 88°01'09" East, 9.07 feet; thence South 64°06'50" East, 26.28 feet; thence South 13°11'52" East, 172.65 feet, to the Point of Beginning "B".

And also, commencing at said reference POINT "B"; thence North 43°59'15" East, 34.96 feet, for a POINT OF BEGINNING "C"; thence North 32°12'07" West, 24.74 feet; thence North 12°43'39" West, 150.11 feet; thence North 52°46'29" West, 25.80 feet; thence South 87°10'40" West, 99.08 feet, for a reference POINT "C"; thence North 05°33'28" West, 45.70 feet; thence North 14°51'05" East, 70.14 feet; thence North 51°43'55" East, 82.18 feet; thence North 70°51'31" East, 26.14 feet; thence South 76°32'26" East, 97.19 feet; thence North 77°07'24" East, 105.00 feet; thence South 65°48'22" East, 59.46 feet; thence South 10°19'48" West, 69.45 feet; thence South 04°01'55" East, 110.17 feet; thence South 36°12'26" East, 102.73 feet; thence North 44°56'31" East, 19.88 feet; thence South 54°35'13" East, 31.74 feet; thence South 39°24'42" West, 23.62 feet; thence South 05°48'40" West, 25.44 feet; thence 105.63 feet along a curve to the right, said curve having a radius of 156.51 feet, a central angle of 38°40'08" and a chord bearing and distance of South 72°27'48" West, 103.63 feet; thence North 88°33'14" West, 50.90 feet; thence North 54°44'18" East, 21.39 feet; thence North 86°01'23" West, 32.35 feet; thence South 62°05'56" West, 18.74 feet; thence North 86°04'18" West, 85.57 feet, to the Point of Beginning "C".

And also, commencing at said reference POINT "C"; thence South 64°51'55" West, 37.72 feet, for a POINT OF BEGINNING "D"; thence North 74°18'39" West, 24.38 feet; thence South 88°31'38" West, 21.25 feet; thence North 58°05'49" West, 65.96 feet; thence North 38°57'33"

EXHIBIT C

West, 21.62 feet; thence North 18°11'24" West, 86.49 feet; thence North 69°42'14" East, 66.44 feet; thence North 33°41'35" East, 20.23 feet; thence North 56°06'26" East, 31.54 feet; thence North 35°36'38" West, 5.59 feet, for a reference POINT "D"; thence 31.54 feet along a curve to the left, said curve having a radius of 285.70 feet, a central angle of 06°19'28" and a chord bearing and distance of North 48°17'54" East, 31.52 feet; thence North 77°58'45" East, 9.56 feet; thence South 31°58'50" East, 48.91 feet; thence South 13°20'20" West, 23.34 feet; thence South 39°20'07" West, 35.81 feet; thence North 77°10'42" West, 28.01 feet; thence South 02°16'09" West, 47.66 feet; thence North 65°55'36" East, 34.16 feet; thence South 72°17'09" East, 36.39 feet; thence South 16°57'53" West, 34.14 feet; thence South 11°29'52" West, 63.01 feet, to the Point of Beginning "D".

And also, commencing at said reference POINT "D"; thence North 49°12'22" West, 113.21 feet, for a POINT OF BEGINNING "E"; thence North 27°01'41" West, 100.81 feet; thence North 87°47'56" East, 155.17 feet; thence South 24°21'35" East, 24.40 feet; thence 41.06 feet along a curve to the left, said curve having a radius of 275.00 feet, a central angle of 08°33'20" and a chord bearing and distance of South 61°21'45" West, 41.02 feet; thence South 57°06'31" West, 99.20 feet, to the Point of Beginning "E". All of the above containing 6.710 Acres.

WOODLAND EASEMENT

WOODLAND PRESERVATION EASEMENT

THIS WOODLAND PRESERVATION EASEMENT (the "**Agreement**") made this 9th day of January, 2017 (the "**Effective Date**"), by and between Mirage Development, LLC, a Michigan limited liability company (hereinafter "**Developer**"), whose address is 45380 West 10 Mile Road, Suite 135, Novi, Michigan 48375 ("**Grantor**"), and the City of Novi, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, ("**Grantee**"). Grantor and Grantee may hereinafter be referred to individually as a "**Party**" and jointly as "**Parties.**"

Background

- A. Grantor owns a certain parcel of land situated in the Grantee of Novi, Oakland County, Michigan, described in **Exhibit A**, attached hereto and made a part hereof (the "**Property**") which will be developed as a site condominium pursuant to the Master Deed and site plan therefor (collectively, the "**Development Plans**"). Grantor has received final site plan approval for construction of a site condominium development on the Property pursuant to the Development Plans, subject to provision of appropriate easements (collectively "**Woodland Easement**") to permanently protect existing woodland (the "**Woodlands**") on the Property and their natural resource values from destruction or disturbance. Grantor desires to grant such easements in order to protect the Woodlands.
- B. The Woodland Easement situated on the Property is more particularly described on **Exhibit B**, attached hereto and made a part hereof, the second page of which contains a drawing depicting the protected Woodlands.

Agreement

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 reserves, conveys and grants the following Woodland Easement to Grantee, which shall be binding upon Grantor, and Grantee, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the Grantee, all purchasers of the Property and their respective heirs, successors, assigns and/or transferees, upon the following terms and conditions:

1. The purpose of this Woodland Easement is to protect and preserve the Woodlands in accordance with the Development Plans. The Woodlands shall be perpetually preserved and maintained, in their natural and undeveloped condition as provided herein, unless authorized by permit

from the Grantee, and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency.

2. Grantor initially and thereafter any association of co-owners responsible for any portion of the Property in which the Woodlands are located (each an "**Association**"), shall maintain the Woodlands in the condition required by the approved Development Plans. There shall be no disturbance of the Woodlands, including, but not limited to, altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Woodlands, or any actions or uses detrimental or adverse to conservation, wildlife or habitat preservation in the Woodlands; provided, however, that Grantor, and the Association thereafter, shall have the right to maintain all lawn areas established within the Woodland Easement in accordance with the approved final site plan, if any. The Grantor, and the Association, shall furthermore, have the authority to remove or trim dead, diseased or damaged trees, in accordance with Grantee's Woodland Ordinance, as amended. Treatment or removal of invasive species to maintain the Woodland Easement Areas in accordance with the approved final site plan shall be completed in accordance with prior review and written approval of the Grantee.

3. This Woodland 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 may enter upon and inspect the Woodland Easement to determine whether the Woodland Easement is being maintained in compliance with the terms of this Woodland Easement.

4. In the event that the Grantor, or any Association, shall at any time fail to carry out the responsibilities specified within this Woodland Easement, and/or fail to preserve and/or maintain the Woodlands in reasonable order or condition, Grantee may serve written notice upon Grantor setting forth the deficiencies in maintenance and/or preservation. The notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the Grantee's Council, or such other Council, body or official delegated by the Grantee Council, for the purpose of allowing the Grantor to be heard as to why the Grantee should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the Grantee's 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 Grantee 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 Grantee to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the Grantee and reasonable legal fees incurred by the Grantee, 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 Grantee may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the Grantee, 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 Grantee, 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 Grantee in connection with such suit.

5. This Woodland 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).

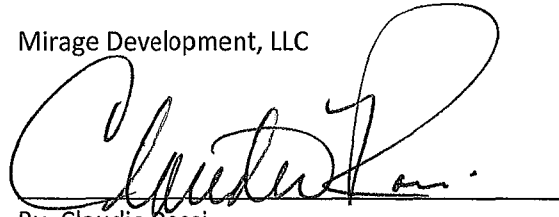
6. This Agreement may be modified only in writing executed by both Parties.

7. If any portion of this Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.

8. This Agreement shall be construed in accordance with Michigan law. All legal action related to this Woodland Easement shall be filed in Oakland County, Michigan.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the Effective Date.

Mirage Development, LLC



By: Claudio Rossi

Its: Manager


CITY OF NOVI
A Municipal Corporation

By:

Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledges before me this 9th day of January, 2017, by Claudio Rossi, as the Manager of Mirage Development, LLC.



Notary Public MARK PAULSON
Oakland County, Michigan
My Commission Expires: 6/3/2018

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

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

Notary Public
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 W. Ten Mile Road
Novi, Michigan 48375

EXHIBIT A

"MONTEBELLO ESTATES"

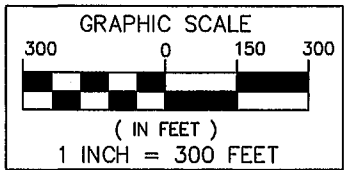
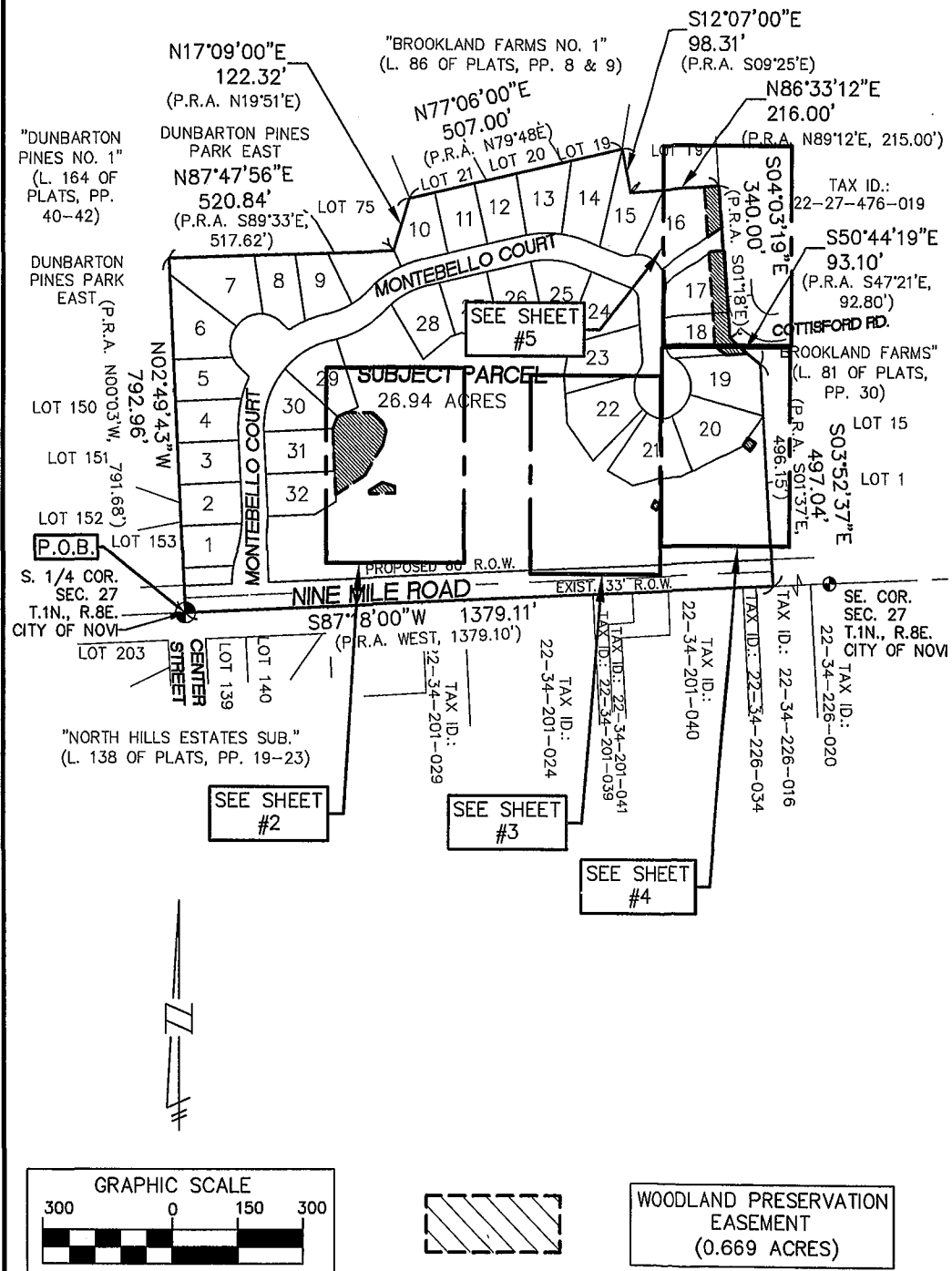
LEGAL DESCRIPTION
SUBJECT PROPERTY

PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE NORTH 02°49'43" WEST, 792.96 FEET; THENCE NORTH 87°47'56" EAST, 520.84 FEET; THENCE NORTH 17°09'00" EAST, 122.32 FEET; THENCE NORTH 77°06'00" EAST, 507.00 FEET; THENCE SOUTH 12°07'00" EAST, 98.31 FEET; THENCE NORTH 86°33'12" EAST, 216.00 FEET; THENCE SOUTH 04°03'19" EAST, 340.00 FEET; THENCE SOUTH 50°44'19" EAST, 93.10 FEET; THENCE SOUTH 03°52'37" EAST, 497.04 FEET TO THE SOUTH LINE OF SAID SECTION 27; THENCE SOUTH 87°18'00" WEST ALONG SAID SOUTH LINE, 1379.11 FEET TO THE POINT OF BEGINNING. CONTAINING 26.94 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

AND ALSO, as previously recorded in Liber 4480, on Pages 358 through 361, inclusive, Oakland County Records, as being Part of the Southeast 1/4 of Section 27, Town 1 North, Range 8 East, Novi Township, (now Village of Novi), Oakland County, Michigan, described as beginning at the South 1/4 corner of said Section 27, thence North 0 degrees 03 minutes West along North and South 1/4 Section line 791.68 feet; thence South 89 degrees 33 minutes East along fence line 517.62 feet; thence North 19 degrees 51 minutes East 122.32 feet to a point in fence line; thence North 79 degrees 48 minutes East, along fence line 507.0 feet; thence South 9 degrees 25 minutes East, along fence line 98.31 feet; thence North 89 degrees 12 minutes East 215 feet; thence South 01 degrees 18 minutes 00 seconds East 340.00 feet; thence South 47 degrees 21 minutes East, 92.80 feet to a point in fence along 1/8 line, thence South 01 degrees 37 minutes 00 seconds East, 496.15 feet to the South line of said Section 27; thence due West on Section line 1379.10 feet to the point of beginning. (MCN 495 C, 26.86 Acres)

DESCRIPTION PARCEL 22-27-452-001

EXHIBIT B



WOODLAND PRESERVATION
EASEMENT
(0.669 ACRES)

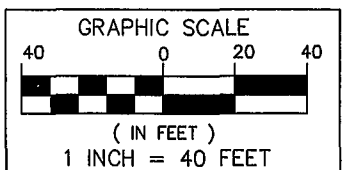
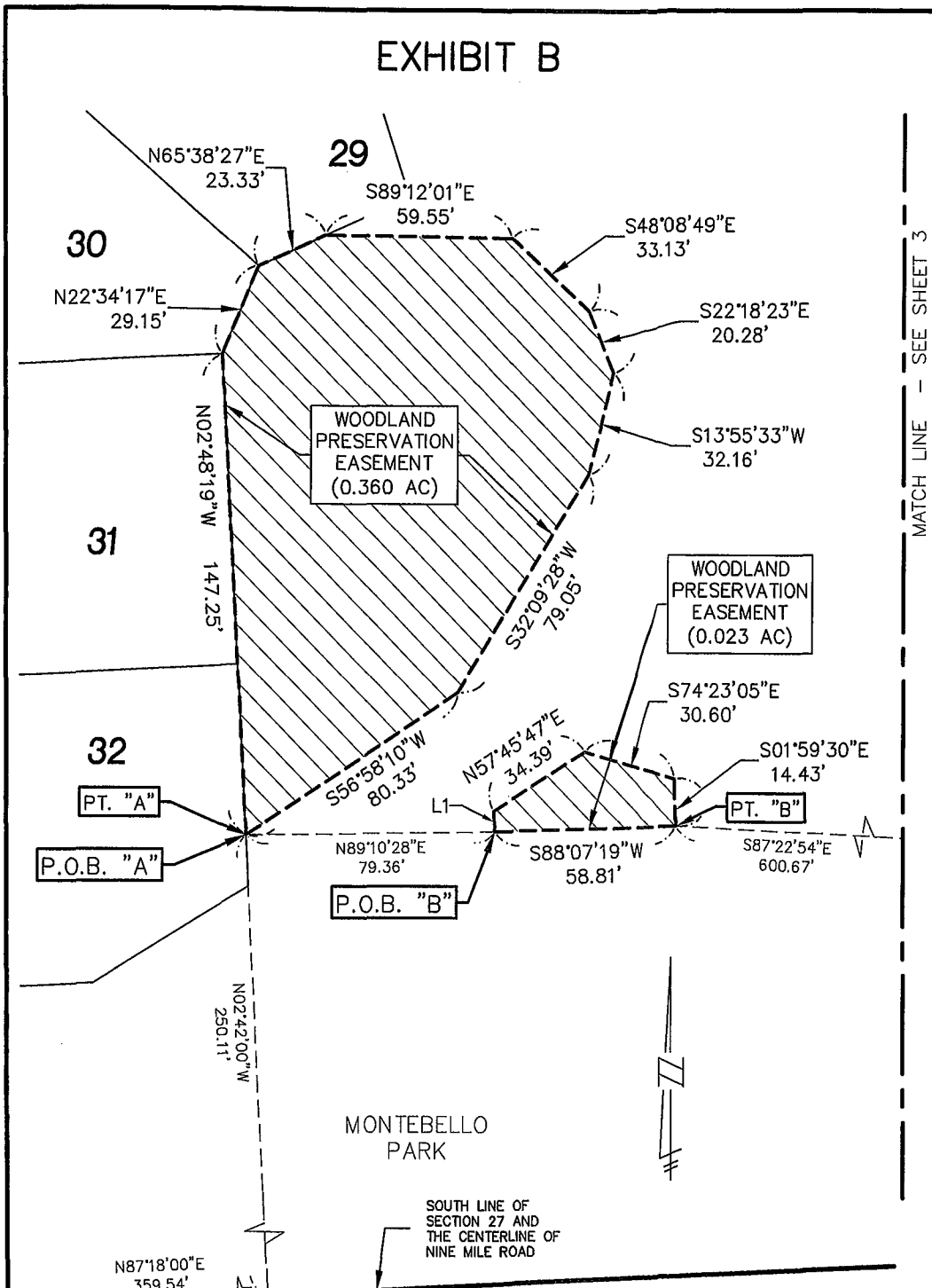
SUBJECT PROPERTY AND SHEET INDEX

**SEIBER, KEAST
ENGINEERING, L.L.C.**
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

MONTEBELLO ESTATES
SECTION 27, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 300'
DATE:	09-13-16
JOB NO.:	15-012
DWG. FILE:	15-012EMT-WOOD
DRAWN BY:	AT, DFR
CHECK:	JE
SHEET:	1 OF 5

EXHIBIT B



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N02°31'42"W	6.25'

WOODLAND PRESERVATION EASEMENT (0.669 ACRES)

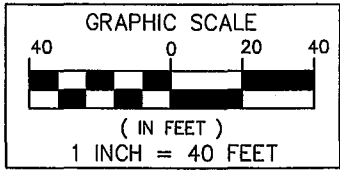
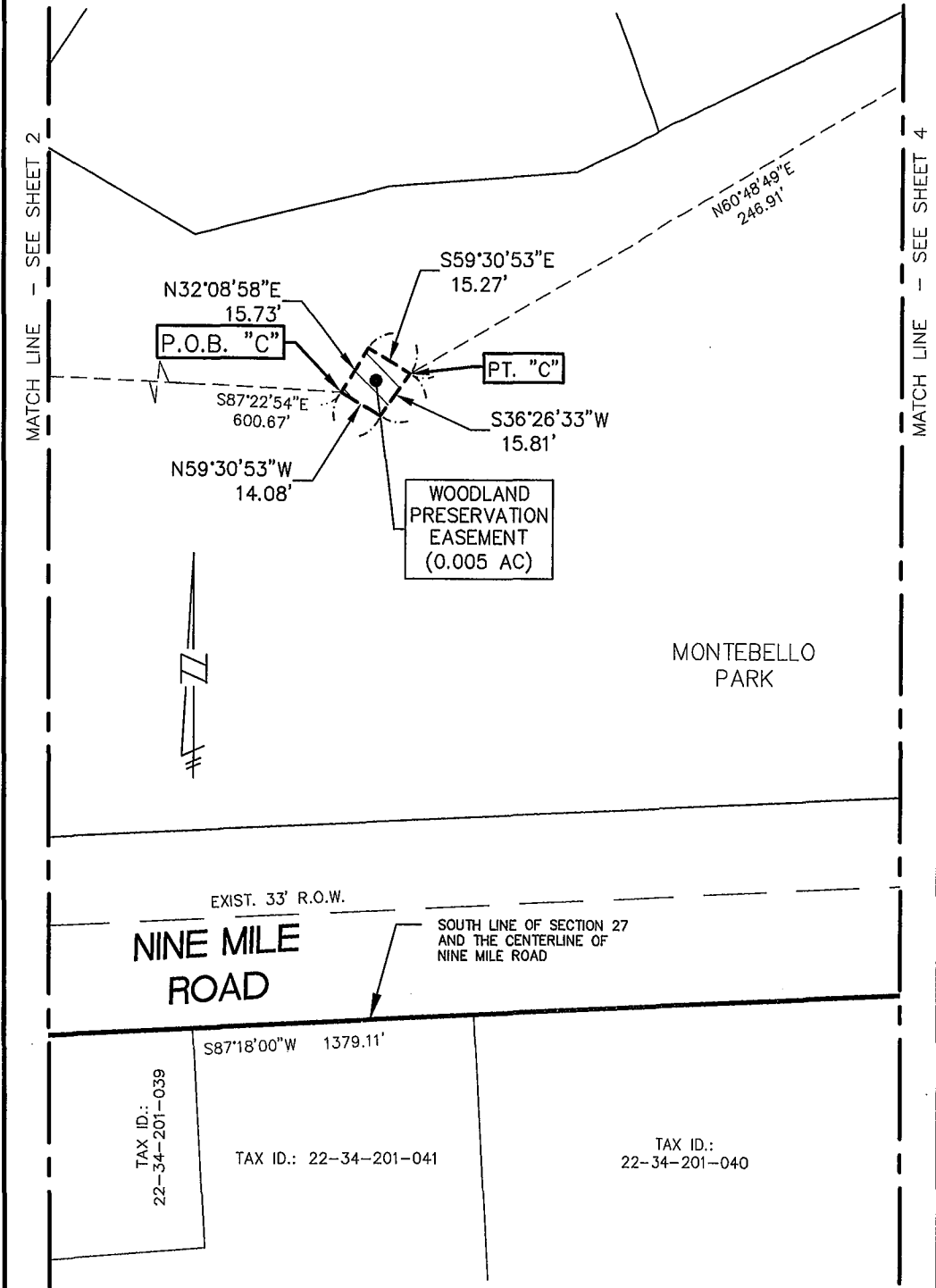
WOODLAND PRESERVATION EASEMENT

SEIBER, KEAST ENGINEERING, L.L.C.
 CONSULTING ENGINEERS
 100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
 PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

MONTEBELLO ESTATES
 SECTION 27, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 40'
DATE:	09-13-16
JOB NO.:	15-012
DWG FILE:	15-012EMT-WOOD
DRAWN BY:	AT, DFR
CHECK:	JE
SHEET:	2 OF 5

EXHIBIT B



WOODLAND PRESERVATION EASEMENT
(0.669 ACRES)

WOODLAND PRESERVATION EASEMENT



**SEIBER, KEAST
ENGINEERING, L.L.C.**

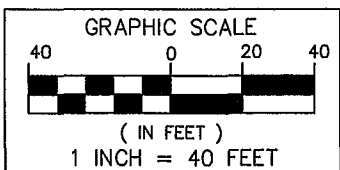
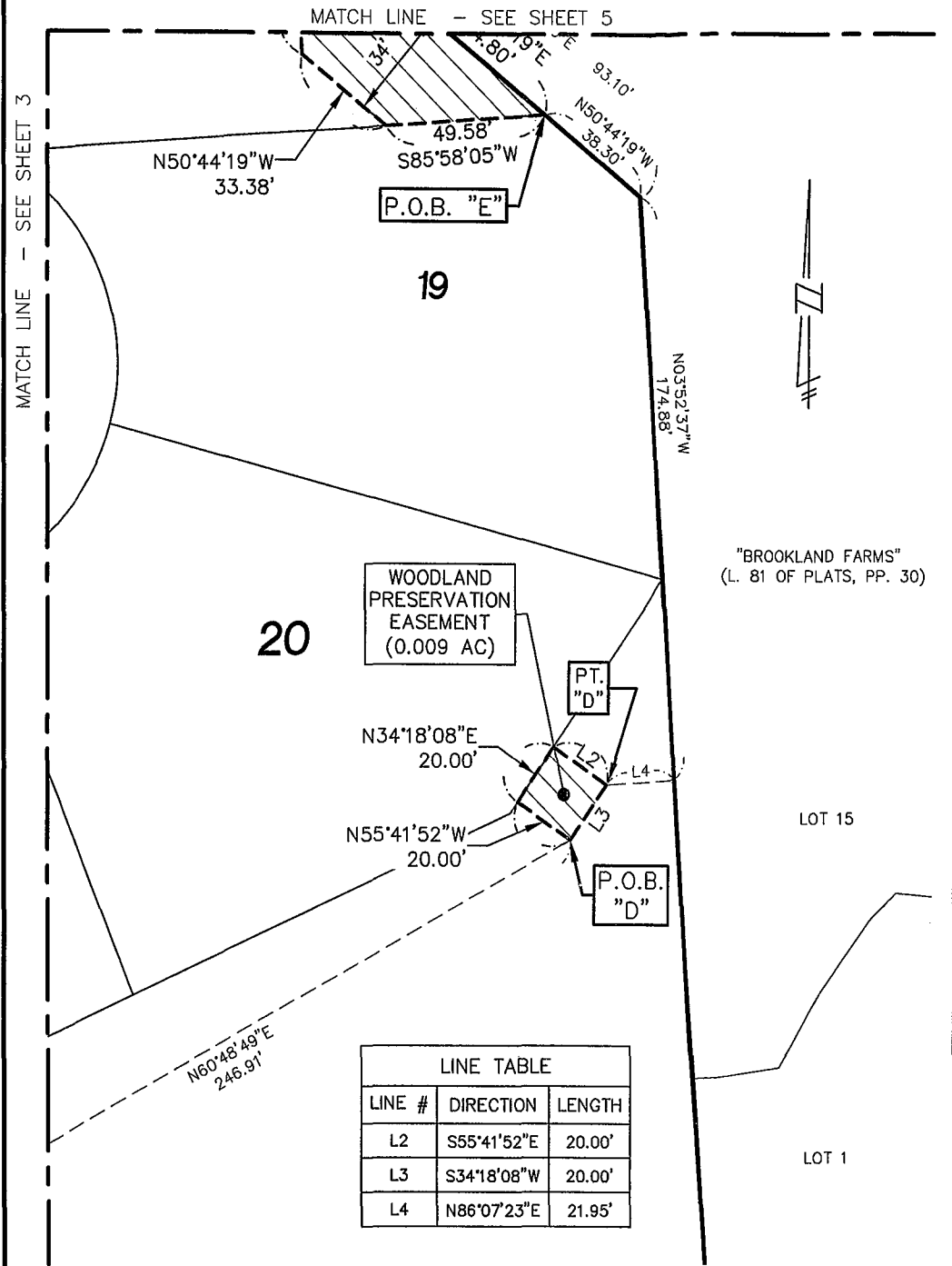
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

MONTEBELLO ESTATES

SECTION 27, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 40'
DATE:	09-13-16
JOB NO.:	15-012
DWG FILE:	15-012EMT-WOOD
DRAWN BY:	AT, DFR
CHECK:	JE
SHEET:	3 OF 5

EXHIBIT B



WOODLAND PRESERVATION EASEMENT
(0.669 ACRES)

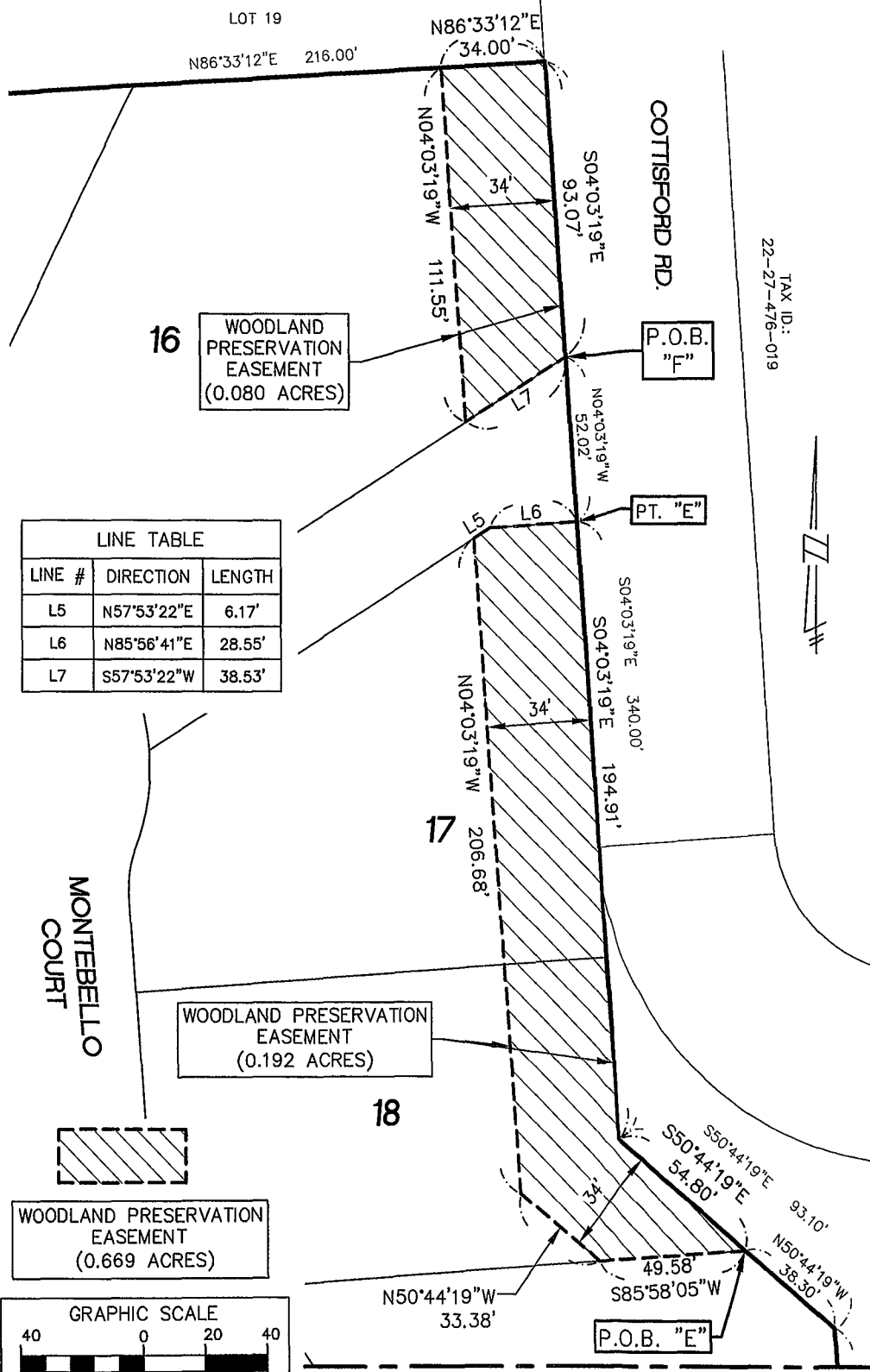
WOODLAND PRESERVATION EASEMENT

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
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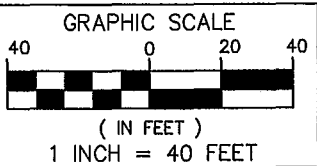
MONTEBELLO ESTATES
SECTION 27, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 40'
DATE:	09-13-16
JOB NO.:	15-012
DWG. FILE:	15-012EMT-WOOD
DRAWN BY:	AT, DFR
CHECK:	JE
SHEET:	4 OF 5

EXHIBIT B



LINE TABLE		
LINE #	DIRECTION	LENGTH
L5	N57°53'22"E	6.17'
L6	N85°56'41"E	28.55'
L7	S57°53'22"W	38.53'



WOODLAND PRESERVATION EASEMENT



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

MONTEBELLO ESTATES

SECTION 27, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 40'
DATE: 08-13-16
JOB NO.: 15-012
DWG FILE: 15-012EMT-WOOD
DRAWN BY: AT, DFR
CHECK: JE
SHEET: 5 OF 5

EXHIBIT C

"MONTEBELLO ESTATES"

LEGAL DESCRIPTION

WOODLAND PRESERVATION EASEMENT

A Woodland Preservation Easement, being a part of the Southeast 1/4 of Section 27, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the South 1/4 Corner of said Section 27; thence North 87°18'00" East, 359.54 feet, along the South line of said Section 27 and the centerline of Nine Mile Road; thence North 02°42'00" West, 250.11 feet, for a POINT OF BEGINNING "A", and also a reference POINT "A"; thence North 02°48'19" West, 147.25 feet; thence North 22°34'17" East, 29.15 feet; thence North 65°38'27" East, 23.33 feet; thence South 89°12'01" East, 59.55 feet; thence South 48°08'49" East, 33.13 feet; thence South 22°18'23" East, 20.28 feet; thence South 13°55'33" West, 32.16 feet; thence South 32°09'28" West, 79.05 feet; thence South 56°58'10" West, 80.33 feet, to the Point of Beginning "A".

And also, commencing at said reference POINT "A"; thence North 89°10'28" East, 79.36 feet, for a POINT OF BEGINNING "B"; thence North 02°31'42" West, 6.25 feet; thence North 57°45'47" East, 34.39 feet; thence South 74°23'05" East, 30.60 feet; thence South 01°59'30" East, 14.43 feet, for reference POINT "B"; thence South 88°07'19" West, 58.81 feet, to the Point of Beginning "B".

And also, commencing at said reference POINT "B"; thence South 87°22'54" East, 600.67 feet, for a POINT OF BEGINNING "C"; thence North 32°08'58" East, 15.73 feet; thence South 59°30'53" East, 15.27 feet, for a reference POINT "C"; thence South 36°26'33" West, 15.81 feet; thence North 59°30'53" West, 14.08 feet, to the Point of Beginning "C".

And also, commencing at said reference POINT "C"; thence North 60°48'49" East, 246.91 feet, for a POINT OF BEGINNING "D"; thence North 55°41'52" West, 20.00 feet; thence North 34°18'08" East, 20.00 feet; thence South 55°41'52" East, 20.00 feet, for a reference POINT "D"; thence South 34°18'08" West, 20.00 feet, to the Point of Beginning "D".

And also, commencing at said reference POINT "D"; thence North 86°07'23" East, 21.95 feet; thence North 03°52'37" West, 174.88 feet; thence North 50°44'19" West, 38.30 feet, for a POINT OF BEGINNING "E"; thence South 85°58'05" West, 49.58 feet; thence North 50°44'19" West, 33.38 feet; thence North 04°03'19" West, 206.68 feet; thence North 57°53'22" East, 6.17 feet; thence North 85°56'41" East, 28.55 feet, for a reference POINT "E"; thence South 04°03'19" East, 194.91 feet; thence South 50°44'19" East, 54.80 feet, to the Point of Beginning "E".

And also, commencing at said reference POINT "E"; thence North 04°03'19" West, 52.02 feet, for a POINT OF BEGINNING "F"; thence South 57°53'22" West, 38.53 feet; thence North 04°03'19" West, 111.55 feet; thence North 86°33'12" East, 34.00 feet; thence South 04°03'19" East, 93.07 feet, to the Point of Beginning "F". All of the above containing 0.669 Acres.