

**CITY OF NOVI CITY COUNCIL**  
**SEPTEMBER 23, 2019**

**SUBJECT:** Acceptance of an Open Space Preservation Easement from Pulte Homes of Michigan, LLC for the remaining woodlands, woodland replacement trees, remaining wetlands, wetland mitigation areas, and landscaped open space, offered as a part of the Villas at Stonebrook development, located on the east side of Wixom Road, north of Eleven Mile Road, in Section 17 of the City.

**SUBMITTING DEPARTMENT:** Community Development, Planning Division

**BACKGROUND INFORMATION:** The applicant received Final Site Plan approval in March of 2019 for an 84 unit duplex housing development using the Planned Suburban Low Rise, PSLR overlay option. The overall site is approximately 22 acres. Construction is now underway.

The applicant is offering an Open Space Preservation Easement for the purpose of preserving the remaining woodlands, woodland replacement trees, remaining wetlands, wetland mitigation areas, and landscaped open space. The easement area shall be perpetually preserved and maintained, in its natural and undeveloped condition, unless authorized by permit from the City. The conservation easement plan, shown as Exhibit B of the easement document, graphically depicts the areas being preserved.

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

**RECOMMENDED ACTION:** Acceptance of an Open Space Preservation Easement from Pulte Homes of Michigan, LLC for the remaining woodlands, woodland replacement trees, remaining wetlands, wetland mitigation areas, and landscaped open space, offered as a part of the Villas at Stonebrook development, located on the east side of Wixom Road, north of Eleven Mile Road, in Section 17 of the City.

**MAPS**

Location

Conservation Easements

Natural Features

# JSP 17-62 VILLAS AT STONEBROOK

## Location Map



### LEGEND



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: 02/02/18  
Project: JSP 17-62 VILLAS AT STONEBROOK  
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.

# JSP 17-62 VILLAS AT STONEBROOK

## Natural Features



### LEGEND

-  WETLANDS
-  WOODLANDS



## 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: 02/02/18  
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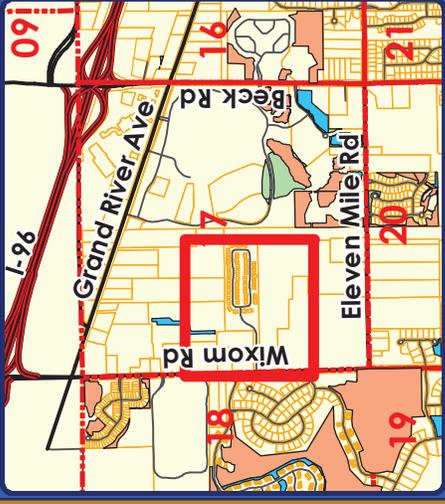


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# JSP 17-62 Villas at Stonebrook

## Open Space Preservation Easement



### LEGEND

- Woodland Conservation Easement
- Wetland Conservation Easement
- Open Space Easement
- Sections

## City of Novi

Dept. of Community Development  
 City Hall / Civic Center  
 45175 W Ten Mile Rd  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)



Map Author: Jon Gartha  
 Date: 9/13/19  
 Project: 17-62 Villas at Stonebrook  
 Version #: 1.0



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**SITE PLAN**

(Full site plan is available for viewing at Community Development Department)





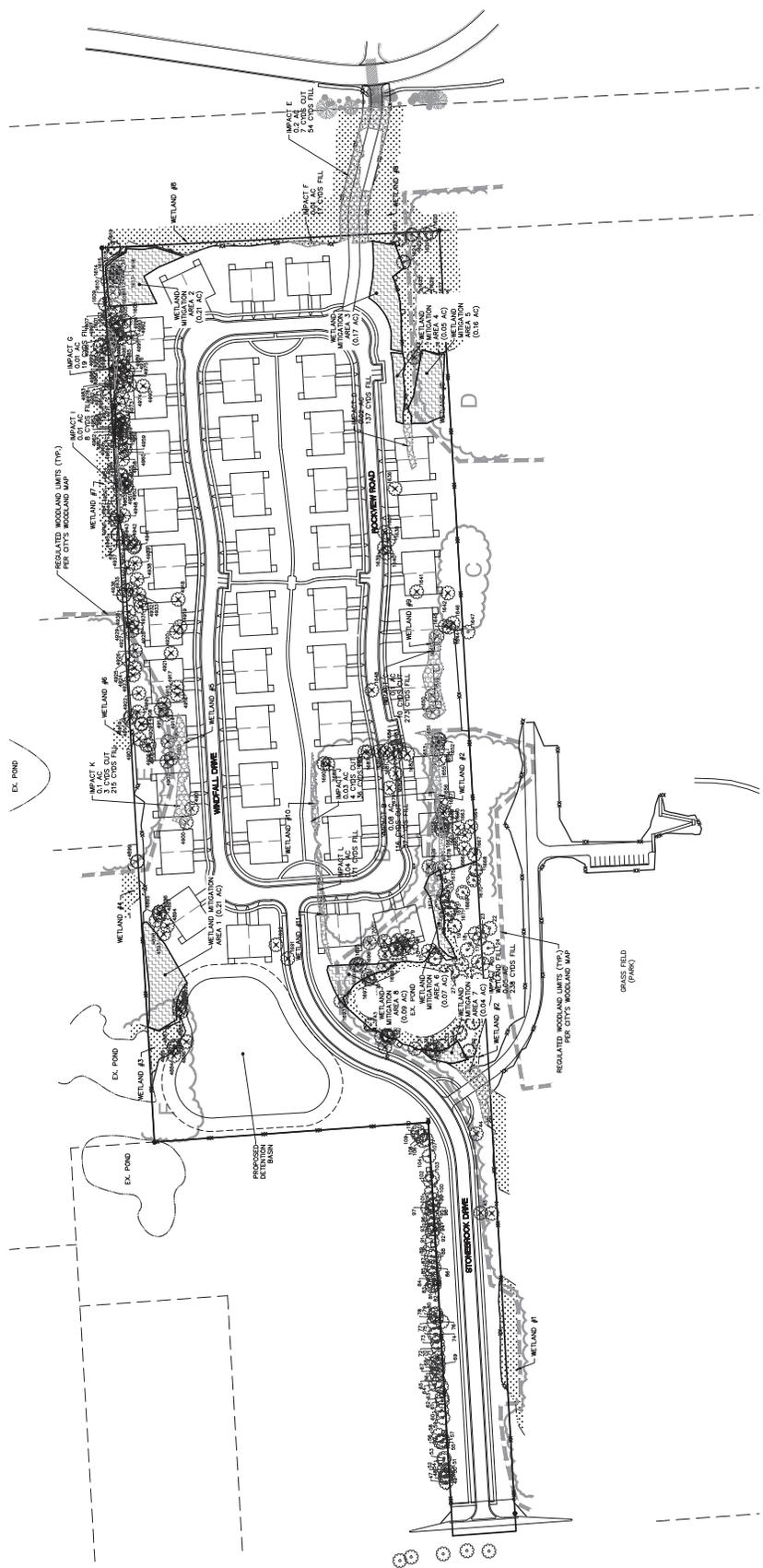
Know what's below.  
Call before you dig.  
THE MICHIGAN DEPARTMENT OF NATURE AND ENVIRONMENT  
DIVISION OF LAND AND WATER  
123 N. ASHLEY, SUITE 101  
ANN ARBOR, MI 48106  
734.994.0000  
WWW.MICHIGANDEPTNATUREANDENVIRONMENT.MI.GOV

**ATWELL**  
4449.400 WOODLAND ROAD  
123 N. ASHLEY, SUITE 101  
ANN ARBOR, MI 48106  
734.994.0000  
WWW.ATWELLINC.COM

SECTION 17  
TOWN OF NORTH, RANGE 08 EAST  
CITY OF NOV  
OAKLAND COUNTY, MICHIGAN

CLIENT  
PULTE HOMES  
THE VILLAS AT STONEBROOK  
ALTERNATIVE MITIGATION PLAN  
WETLAND AND WOODLAND ANALYSIS  
AUGUST 8, 2018

DATE  
AUGUST 8, 2018  
JOB # 17000933  
SHEET NO. 02



**WETLAND IMPACT TABLE**

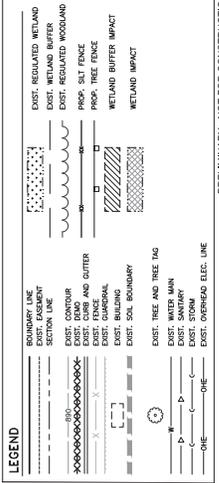
Wetland Area	Wetland Area (Gross Area)	Wetland Buffer Area (Acres)	City Regulated	MDEQ Regulated	Wetland Impact Area (Acres)	Estimated Cut Impact Volume (cubic yards)	Estimated Fill Impact Volume (cubic yards)	Estimated Total Impact Volume (cubic yards)
1	0.04	0.16	Yes	Yes	0	0.0	0.0	0.0
2	0.08	0.32	Yes	Yes	0	0.0	0.0	0.0
3	0.05	0.20	Yes	Yes	0	0.0	0.0	0.0
4	0.10	0.40	Yes	Yes	0.10	3.0	214.6	217.6
5	0.05	0.20	Yes	Yes	0.05	0.0	0.0	0.0
6	0.05	0.20	Yes	Yes	0.05	0.0	0.0	0.0
7	0.05	0.20	Yes	Yes	0.05	0.0	0.0	0.0
8	0.02	0.08	Yes	Yes	0.02	7.0	479.0	486.0
9	0.10	0.40	Yes	Yes	0.10	10.2	731.1	741.3
10	0.10	0.40	Yes	Yes	0.10	0.0	0.0	0.0
11	0.04	0.16	Yes	Yes	0.04	0.0	171.0	171.0
<b>Total (MDEQ)</b>	<b>1.57</b>	<b>3.62</b>	<b>-</b>	<b>-</b>	<b>0.63</b>	<b>116.0</b>	<b>466.1</b>	<b>582.1</b>
<b>Total (CITY)</b>	<b>1.97</b>	<b>3.62</b>	<b>-</b>	<b>-</b>	<b>0.63</b>	<b>140.2</b>	<b>1495.8</b>	<b>1636.0</b>
MITIGATION PROVIDED ON-SITE								
MITIGATION TO BE PROVIDED OFF-SITE								

**WOODLAND VEGETATION ZONES**

Zone	Quality	Species
A	Low	Young Cottonwood and Black Willow
B	Low	Open Field with Scattered Young Cottonwood
C	Low	Open Field with Scattered Young Cottonwood
D	Low	Medium Sized Cottonwood and Black Willow
E	Low	Young Cottonwood and Black Willow
F	Low	Young Cottonwood

**MITIGATION SUMMARY**

Mitigation Area (Acres)	Quantity
1	0.17
2	0.21
3	0.17
4	0.05
5	0.07
6	0.07
7	0.04
8	0.09
<b>Total</b>	<b>1.00</b>



PRELIMINARY - NOT FOR CONSTRUCTION



**EXECUTED EASEMENT DOCUMENT**

## OPEN SPACE PRESERVATION EASEMENT

THIS OPEN SPACE PRESERVATION EASEMENT made this 19 day of March, 2019, 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, a Michigan municipal corporation, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, (hereinafter the "City").

### R E C I T A T I O N S :

A. Grantor owns a certain parcel of land situated in 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 establishment and development of a residential condominium development on the Property which will be known as the Villas at Stonebrook (the "Condominium"), subject to provision of an appropriate easement to permanently protect the trees and wetlands, landscaped open space and parks, if any, 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 legal description and 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 preserve the remaining woodlands, woodland replacement trees, remaining wetlands, wetland mitigation areas, landscaped open space, and parks, if any. The Easement Area shall be perpetually preserved and maintained, in its 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 or approved by City, including construction, installation and maintenance of certain storm water drainage

areas, utilities, improvements and grading as shown on the approved final site plan for the Condominium, including pathways and access for such purposes, there shall be no disturbance of 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.

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 and consistent with approved site plans for the Condominium.

4. All areas identified on Exhibit B as Easement Area shall be forever preserved and maintained, in the condition specifically approved by the City in accordance with the approved final site plan and the Planned Suburban Low-Rise (PSLR) Overlay Development Agreement recorded on May 05, 2019 in Liber 52825, Page 738, Oakland County Records.

5. This Open Space Preservation Easement does not grant or convey to City, 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, City and its authorized employees and agents (collectively, "City'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 this 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 the Easement Areas in accordance with this Open Space Preservation Easement, 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 Easement Area, or cause its agents or contractors to enter upon the Easement Area 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 units in the Condominium. 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 unit, 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 Easement Area, 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 any interests in the Property.

10. This instrument shall run with the Property and shall be binding upon and inure to the benefit of the Grantor, City, and their respective heirs, representatives, successors and assigns.

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

*(signatures on following page)*

GRANTOR

Pulte Homes of Michigan LLC, a  
Michigan limited liability company

By: Paul Schyck

Paul Schyck

Its: Division Director of Land Development

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 19 day of March 2019, by Paul Schyck, the Division Director of Land Development 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

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

(signatures continue on following page)

CITY

City of Novi,  
a Municipal Corporation

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

Name: \_\_\_\_\_

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

STATE OF MICHIGAN        )  
  ) ss  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2019, by \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

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

**THIS INSTRUMENT DRAFTED BY:**

Alexandra E. Dieck  
Bodman PLC  
201 S. Division, Suite 400  
Ann Arbor, Michigan 48104

**WHEN RECORDED RETURN TO:**

Courtney Hanson  
Clerk-City of Novi  
45175 W. Ten Mile Rd.  
Novi, Michigan 48375

**EXHIBIT A**  
*Legal Description of Property*

LAND SITUATED IN THE COUNTY OF OAKLAND, CITY OF NOVI, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 17, BEING ALSO THE CENTERLINE OF WIXOM ROAD, 66 FEET WIDE, NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 2010.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 17 AND PROCEEDING THENCE NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 117.64 FEET ALONG THE WEST LINE OF SECTION 17; THENCE NORTH 89 DEGREES 39 MINUTES 40 SECONDS EAST 770.00 FEET; THENCE NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 510.00 FEET TO A POINT ON THE EAST AND WEST 1/4 LINE OF SAID SECTION 17; THENCE NORTH 89 DEGREES 39 MINUTES 40 SECONDS EAST 1665.34 FEET ALONG SAID 1/4 LINE; THENCE SOUTH 0 DEGREES 07 MINUTES 10 SECONDS WEST 627.61 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 40 SECONDS WEST 2422.44 FEET TO THE POINT OF BEGINNING.





CONSERVATION EASEMENT FOR TREES & WETLANDS:

Land situated in the County of Oakland, City of Novi, State of Michigan, described as follows: Part of the North 1/2 of the Southwest 1/4 of Section 17, Town 1 North, Range 8 East, and being more particularly described as: Commencing at the Southwest corner of said Section 17 and proceeding thence N01°03'30"W 2010.00 feet along the West line of Section 17, being also the centerline of Wixom Road, 66 feet wide, to the Southwest Corner of "The Villas At Stonebrook" Condominium; thence:

PART 1 – from said Southwest corner of "The Villas At Stonebrook"; thence N89°39'40"E 60.00 feet to the Point of Beginning; thence N01°03'30"W 9.16 feet; thence N89°39'53"E 13.94 feet; thence along a curve to the left, having a radius of 510.00 feet, an arc length of 75.86 feet, a delta angle of 08°31'21" and a chord bearing and distance of N85°24'12"E 75.79 feet; thence N81°08'32"E 65.35 feet; thence along a curve to the right, having a radius of 490.00 feet, an arc length of 72.88 feet, a delta angle of 08°31'21" and a chord bearing and distance of N85°24'12"E 72.82 feet; thence N89°39'53"E 243.62 feet; thence S00°20'07"E 11.00 feet; thence N89°39'53"E 10.00 feet; thence S00°20'07"E 3.75 feet; thence N87°11'03"E 169.40 feet; thence S02°34'06"W 22.46 feet; thence S89°39'40"W 648.37 feet to the Point of Beginning.

PART 2 – from said Southwest corner of "The Villas At Stonebrook"; thence N89°39'40"E 728.40 feet to the Point of Beginning; thence N02°34'06"E 25.22 feet; thence N74°07'16"E 38.72 feet; thence along a curve to the left, having a radius of 44.37 feet, an arc length of 42.01 feet, a delta angle of 54°15'09" and a chord bearing and distance of N86°49'29"E 40.46 feet; thence S31°55'09"E 44.09 feet; thence S89°39'40"W 102.09 feet to the Point of Beginning.

PART 3 – from said Southwest corner of "The Villas At Stonebrook"; thence N89°39'40"E 871.81 feet to the Point of Beginning; thence along a curve to the right, having a radius of 182.53 feet, an arc length 8.59 feet, a delta angle of 02°41'42" and a chord bearing and distance of N33°16'00"W 8.58 feet; thence N31°55'09"W 58.27 feet; thence along a curve to the left, having a radius of 44.36 feet, an arc length of 49.68 feet, a delta angle of 64°10'09" and a chord bearing and distance of N16°34'28"E 47.12 feet; thence N44°42'30"E 2.73 feet; thence S41°33'24"E 12.11 feet; thence N48°26'36"E 20.00 feet; thence N41°33'24"W 14.36 feet; thence along a curve to the left, having a radius of 243.03 feet, an arc length of 39.92 feet, a delta angle of 09°24'45" and a chord bearing and distance of N34°56'02"E 39.88 feet; thence along a curve to the left, having a radius of 350.00 feet, an arc length of 43.57 feet, a delta angle of 07°07'59" and a chord bearing and distance of N36°51'58"E 43.55 feet; thence S57°40'57"E 12.00 feet; thence along a curve to the left, having a radius of 362.00 feet, an arc length of 69.59 feet, a delta angle of 11°00'54" and a chord bearing and distance of N27°45'35"E 69.49 feet; thence N22°13'07"E 16.57 feet; thence N67°13'07"E 128.83 feet; thence S01°03'17"E 82.55 feet; thence S05°45'18"W 38.76 feet; thence S11°06'29"E 92.52 feet; thence N78°53'31"E 118.53 feet; thence along a curve to the left, having a radius of 79.50 feet, an arc length of 39.08 feet, a delta angle of 28°10'04" and a chord bearing and distance of S76°21'33"E 38.69 feet; thence S00°20'53"E 86.26 feet; thence N89°31'23"E 93.29 feet; thence S03°13'01"E 15.17 feet; thence N86°51'08"E 284.99 feet; thence S85°28'38"E 105.76 feet; thence N89°41'57"E 328.46 feet; thence N00°15'48" West 20.00 feet; thence S89°44'12"W 12.50 feet; thence N00°20'53"W 81.27 feet; thence N89°21'40"E 179.83 feet; thence along a curve to the left, having a radius of 79.50 feet, an arc length of 85.32 feet, a delta angle of 61°29'21" and a chord bearing and distance of N58°37'00"E 81.28 feet; thence S76°41'55"E 16.59 feet; thence along a curve to the left, having a radius of 360.00 feet, an arc length of 73.04 feet, a delta angle of 11°37'29" and a chord bearing and distance of S82°30'39"E 72.92 feet; thence S88°19'24"E 34.02 feet; thence S00°07'10"W 138.81 feet; thence S89°39'40"W 1550.63 feet to the Point of Beginning.

PART 4 – from said Southwest corner of "The Villas At Stonebrook"; thence N89°39'40"E 2422.44 feet; thence N00°07'10"E 178.82 feet to the Point of Beginning; thence N88°19'24"W 32.94 feet; thence along a curve to the right, having a radius of 320.00 feet, an arc length of 64.92 feet, a delta angle of 11°37'29" and a chord bearing and distance of N82°30'39"W 64.81 feet; thence N76°41'55"W 16.59 feet; thence N02°54'08"W 4.53 feet; thence N89°39'07"E 93.59 feet; thence N00°07'10"E 93.53 feet; thence S89°13'45"E 9.05 feet; thence N00°46'15"E 20.00 feet; thence N89°13'45"W 9.28 feet; thence N00°07'10"E 156.87 feet; thence N20°06'29"W 60.47 feet; thence N29°04'55"W 32.61 feet; thence S67°30'20"W 55.97 feet; thence N00°20'53"W 65.68 feet; thence N76°45'58"W 25.72 feet; thence S89°39'07"W 83.54 feet; thence N00°10'39"E 12.56 feet; thence N89°49'21"W 222.10 feet; thence N89°49'03"W 212.10 feet; thence S89°55'50"W 212.13 feet; thence S89°39'07"W 212.23 feet; thence S88°42'06"W 176.81 feet; thence S58°28'58"W 127.56 feet; thence along a curve to the left, having a radius of 79.00 feet, an arc length of 100.47 feet, a delta angle of 72°52'02" and a chord bearing and distance of N77°46'51"W 93.83 feet; thence along a curve to the right, having a radius of 35.00 feet, an arc length of 43.06 feet, a delta angle of 70°29'42" and a chord bearing and distance of N78°58'01"W 40.40 feet; thence along a curve to the left, having a radius of 93.00 feet, an arc length of 179.40 feet, a delta angle of 110°31'36" and a chord bearing and distance of S81°01'02"W 152.85 feet; thence N01°03'30"W 20.01 feet; thence S89°39'40"W 20.00 feet; thence N01°03'30"W 50.71 feet; thence N89°40'58"E 1665.35 feet; thence S00°07'10"W 448.87 feet to the Point of Beginning.

PART 5 – from said Southwest corner of "The Villas At Stonebrook"; thence N01°03'30"W 117.64 feet; thence N89°39'40"E 528.55 feet to the Point of Beginning; thence continuing N89°39'40"E 221.45 feet; thence S01°03'30"E 2.19 feet; thence S59°54'15"W 17.58 feet; thence along a curve to the right, having a radius of 176.50 feet, an arc length of 54.55 feet, a delta angle of 17°42'30" and a chord bearing and distance of S80°48'38"W 54.33 feet; thence S89°39'53"W 152.53 feet; thence N00°20'20"W 19.27 feet to the Point of Beginning.

PART 6 – from said Southwest corner of "The Villas At Stonebrook"; thence N01°03'30"W 117.64 feet; thence N89°39'40"E 60.00 feet to the Point of Beginning; thence continuing N89°39'40"E 408.55 feet; thence S00°20'20"E 19.27 feet; thence S89°39'53"W 408.15 feet; thence N01°30'33"W 19.25 feet to the Point of Beginning.

PART 7 – from said Southwest corner of "The Villas At Stonebrook"; thence N01°03'30"W 117.64 feet; thence N89°39'40"E 770.00 feet; thence N01°03'30"W 20.26 feet; thence N88°56'30"E 20.00 feet to the Point of Beginning; thence N01°03'30"W 82.15 feet; thence N34°59'20"E 69.39 feet; thence along a curve to the left, having a radius of 80.00 feet, an arc length of 22.34 feet, a delta angle of 15°59'51" and a chord bearing and distance of S77°40'22"E 22.26 feet; thence thence S55°19'39"E 34.95 feet; thence along a curve to the left, having a radius of 257.50 feet, an arc length of 23.38 feet, a delta angle of 05°12'08" and a chord bearing and distance of S28°56'59"W 23.37 feet; thence N57°40'57"W 9.94 feet; thence S32°19'03"W 109.69 feet; thence S57°57'45"W 12.28 feet to the Point of Beginning.

PART 8 – from said Southwest corner of "The Villas At Stonebrook"; thence N01°03'30"W 117.64 feet; thence N89°39'40"E 770.00 feet; thence N01°03'30"W 510.71 feet; thence N89°40'58"E 352.58 feet; thence S00°19'02"E 72.32 feet to the Point of Beginning; thence S31°35'02"E 75.66 feet; thence S13°10'50"E 10.62 feet; thence N89°33'58"W 71.83 feet; thence N00°26'02"E 17.52 feet; thence along a curve to the left, having a radius of 79.00 feet, an arc length of 36.10 feet, a delta angle of 26°10'58" and a chord bearing and distance of N12°39'26"W 35.79 feet; thence N59°48'23"E 43.37 feet to the Point of Beginning.

(continued on next sheet)

CONSERVATION EASEMENT PLAN - WEST	
FOR: "THE VILLAS AT STONEBROOK" CONDOMINIUM CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	
Diffin-Umlor & Associates 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: BDR CHKD BY: MD DATE: 02-01-2019 SHT. NO.: 3 OF 4

CONSERVATION EASEMENT FOR TREES & WETLANDS (CONTINUED):

PART 9 – from said Southwest corner of "The Villas At Stonebrook"; thence N89°39'40"E 1458.74 feet; thence N00°20'20"W 30.62 feet to the Point of Beginning; thence N00°20'53"W 72.77 feet; thence N78°26'17"E 19.15 feet; thence S21°23'12"E 79.41 feet; thence S86°46'59"W 47.35 feet to the Point of Beginning.

PART 10 – from said Southwest corner of "The Villas At Stonebrook"; thence N89°39'40"E 1526.54 feet; thence N00°20'20"W 35.39 feet to the Point of Beginning; thence N21°23'12"W 79.89 feet; thence N86°01'29"E 17.50 feet; thence N78°20'16"E 11.44 feet; thence S00°20'53"E 77.92 feet to the Point of Beginning.

PART 11 – from said Southwest corner of "The Villas At Stonebrook"; thence N89°39'40"E 1261.75 feet; thence N00°20'20"W 291.44 feet to the Point of Beginning; thence along a curve to the left, having a radius of 58.25 feet, an arc length of 26.05 feet, a delta angle of 25°37'35" and a chord bearing and distance of N14°19'29"E 25.84 feet; thence N89°03'06"E 21.87 feet; thence S80°13'46"E 61.12 feet; thence S00°09'30"W 14.49 feet; thence S89°39'07"W 88.46 feet to the Point of Beginning.

PART 12 – from said Southwest corner of "The Villas At Stonebrook"; thence N89°39'40"E 1370.21 feet; thence N00°20'20"W 283.39 feet to the Point of Beginning; thence N00°02'54"W 21.18 feet; thence N88°06'52"E 97.12; thence N84°29'51"E 105.88 feet; thence S85°24'22"E 104.53 feet; thence S81°47'26"E 93.88 feet; thence S89°39'07"W 78.05 feet; thence N75°27'03"W 25.87 feet; thence S89°39'07"W 82.96 feet; thence S82°40'29"W 25.19 feet; thence S89°39'07"W 83.03 feet; thence S60°33'00"W 28.61 feet; thence S89°39'07"W 80.59 feet to the Point of Beginning.

PART 13 – from said Southwest corner of "The Villas At Stonebrook"; thence N89°39'40"E 1805.15 feet; thence N00°20'20"W 280.50 feet to the Point of Beginning; thence N01°55'43"E 9.69 feet; thence N88°22'11"E 95.03 feet; thence N85°29'38"E 105.96 feet; thence N89°12'52"E 107.30 feet; thence S87°11'11"E 97.50 feet; thence S22°39'55"E 6.84 feet; thence S89°39'07"W 90.54 feet; thence S70°11'21"W 26.52 feet; thence S89°41'46"W 292.78 feet to the Point of Beginning.

PART 14 – from said Southwest corner of "The Villas At Stonebrook"; thence N01°03'30"W 117.64 feet; thence N89°39'40"E 770.00 feet; thence N01°03'30"W 510.71 feet; thence N89°40'58"E 512.45 feet; thence S00°19'02"E 288.32 feet to the Point of Beginning; thence N89°39'07"E 75.63 feet; thence N70°44'17"E 26.43 feet; thence N89°39'07"E 185.19 feet; thence S87°45'58"E 25.03 feet; thence N89°39'07"E 78.79 feet; thence S62°29'25"E 28.28 feet; thence N89°39'07"E 96.05 feet; thence S06°39'05"W 14.34 feet; thence N83°20'55"W 6.84 feet; thence S51°39'05"W 4.24 feet; thence S06°39'05"W 2.00 feet; thence N83°20'55"W 95.30 feet; thence N85°24'22"W 105.97 feet; thence S84°29'51"W 107.01 feet; thence S88°06'52"W 105.16 feet; thence N80°13'46"W 88.04 feet to the Point of Beginning.

PART 15 – from said Southwest corner of "The Villas At Stonebrook"; thence N01°03'30"W 117.64 feet; thence N89°39'40"E 770.00 feet; thence N01°03'30"W 510.71 feet; thence N89°40'58"E 1044.14 feet; thence S00°19'58"E 299.43 feet to the Point of Beginning; thence N89°39'07"E 83.38 feet; thence N79°29'46"E 25.40 feet; thence N89°39'07"E 82.73 feet; thence N60°42'31"E 28.57 feet; thence N89°39'07"E 76.90 feet; thence S72°35'34"E 26.25 feet; thence N89°39'07"E 88.84 feet; thence along a curve to the left, having a radius of 58.25 feet, an arc length of 21.73 feet, a delta angle of 21°22'16" and a chord bearing and distance of S13°45'02"W 21.60 feet; thence N89°23'41"W 56.68 feet; thence N87°11'11"W 37.21 feet; thence S89°12'52"W 108.58 feet; thence S85°29'38"W 106.11 feet; thence S88°22'11"W 79.42 feet; thence N84°13'38"W 14.26 feet; thence N00°23'50"E 16.44 feet to the Point of Beginning.

CONSERVATION EASEMENT PLAN – WEST	
FOR: "THE VILLAS AT STONEBROOK" CONDOMINIUM CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	
Diffin-Umlor & Associates 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: BDR CHKD BY: MD DATE: 02-01-2019 SHT. NO.: 4 QF 4

**ATTORNEY'S REVIEW**

ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

April 10, 2019

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

**RE: Villas at Stonebrook JSP 17-62  
Open Space Preservation Easement**

Dear Ms. McBeth:

We have received and reviewed a revised Open Space Preservation Easement for the Villas at Stonebrook Development. The Open Space Preservation Easement has been provided for the purpose of preserving the remaining woodlands, woodland replacement trees, remaining wetlands, wetland mitigation areas, landscaped open space, and parks. The revised Open Space Preservation Easement addresses the comments set forth in our February 27, 2019 Review Report. Subject to the approval of the attached exhibits by the City's Consulting Engineer, the Open Space Preservation Easement appears to be in an acceptable format and may be placed on an upcoming City Council Agenda for acceptance.

Prior to recording, and when it becomes available, the recording information from the recorded PS LR Overlay Agreement should be filled in on the second page.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name below.

Elizabeth Kudla Saarela

EKS  
Enclosure

Barb McBeth, City Planner  
City of Novi  
April 10, 2019  
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)  
Charles Boulard, Community Development Director (w/Enclosure)  
Sri Komaragiri, Planner (w/Enclosure)  
Lindsay Bell, Planner (w/Enclosure)  
Hannah Smith, Planning Assistant (w/Enclosure)  
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)  
George Melistas, Senior Engineering Manager (w/Enclosure)  
Darcy Rechtien, Construction Engineer (w/Enclosure)  
Rebecca Runkel, Engineering Technician (w/Enclosure)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)  
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosure)  
Sue Troutman, City Clerk's Office (w/Enclosure)  
Matthew Bush, Atwell (w/Enclosure)  
Alexandra Dieck, Esquire (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

**ENGINEERING CONSULTANT REVIEW**

February 1, 2019

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

Re: Villas at Stonebrook - Document Review  
Novi # JSP17-0062  
SDA Job No. NV18-216  
**DOCUMENTS APPROVED**

Dear Ms. Rechten

We have reviewed the following document package received by our office on December 3, 2018 against the submitted plan set. We offer the following comments:

**Submitted Documents:**

1. **Woodland and Wetland Conservation Easements** – (unexecuted: exhibits dated 01-23-19)  
Legal Descriptions Approved

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

Sincerely,

**SPALDING DEDECKER**



Mike Freckelton, EIT  
Engineer

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