



SUBJECT: Acceptance of a Wetland Conservation Easement and a Tree Preservation Easement from Cambridge of Novi, LLC for wetland and woodland conservation areas being offered as a part of JSP17-52 Terra, for property located north of Nine Mile Road and east of Napier Road, in Section 29 and 30 of the City.

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT, PLANNING

BACKGROUND INFORMATION:

The applicant received site plan approval to build a 41-unity single-family housing development on a 30.12-acre site located north of Nine Mile Road and east of Napier Road and west of Beck Road. The Planning Commission approved the Preliminary Site Plan, Phasing Plan, wetland permit, woodland permit, and storm water management plan on December 12, 2018.

The applicant is offering a Wetland Conservation Easement and a Tree Preservation Easement for the purpose of protecting the remaining wetland areas as well as the remaining woodlands and woodland replacement tree areas from destruction and disturbance. The easement areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, except as otherwise permitted in the easement document or approved site plan, unless authorized by the permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy, and the appropriate federal agency. The easement areas, shown in Exhibit B of both easement documents, graphically depict the areas being preserved. The proposed tree preservation areas total approximately 4.71 acres. The proposed wetland conservation areas total approximately 1.56 acres.

The easements have been reviewed by the City's professional staff and consultants. The easements are in a form acceptable to the City Attorney's office for consideration and acceptance by the City Council.

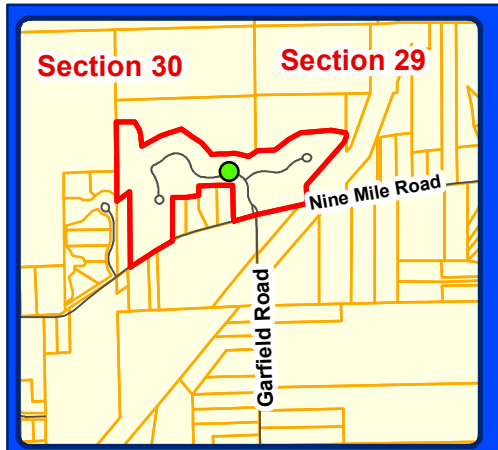
RECOMMENDED ACTION:

Acceptance of a Wetland Conservation Easement and a Tree Preservation Easement from Cambridge of Novi, LLC for wetland and woodland conservation areas being offered as a part of JSP17-52, Terra development, for property located north of Nine Mile Road and east of Napier Road, in Section 29 and 30 of the City.

MAP
Location Map with
Easement Areas

JSP17-52 Terra

WETLAND CONSERVATION EASEMENT & TREE PRESERVATION EASEMENT



- LEGEND**
- Subject Property
 - Conservation Easement Area
 - Wetland Ingress/Egress Easement Area
 - Tree Preservation Easement Area

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

Map Author: Madeleine Daniels
Date: 07/1/21
Project: TERRA
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

WETLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 3 day of May, 2021, by and between Cambridge of Novi, a Limited Liability Company, whose address 47765 Bellagio Drive Northville, MI 48167 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section _ 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 residential development on the Property, subject to provision of an appropriate easement to permanently protect the remaining wetland areas 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 Exhibits B and C, 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 wetlands areas as shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the wetlands and/or vegetation within the Easement Area, including altering the topography of; placing fill material in; dredging, removing or excavating soil,

minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Easement Area.

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

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

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

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

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

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

GRANTOR

By: Mark Guidobono
Its: Project Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 3 day of May, 2021, by Mark Guidobono, as the Project Manager of Cambridge Homes a Michigan limited liability company, on its behalf.



KATHERINE OPPERMANN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 5, 2024
ACTING IN COUNTY OF Oakland

Notary Public
Acting in Oakland County
My Commission Expires: Sep 5, 2024

GRANTEE

CITY OF NOVI

A Municipal Corporation

By: _____

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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

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

Drafted By:

Elizabeth K. Saarela, Esquire

Johnson, Rosati, Schultz & Joppich, P.C.

27555 Executive Drive, Suite 250

Farmington Hills, Michigan 48331

After Recording, Return to:

Cortney Hanson, Clerk

City of Novi

45175 Ten Mile Road

Novi, Michigan 48375

EXHIBIT A

DESCRIPTION OF PARCEL 22-30-401-026

PART OF THE SE 1/4 OF SECTION 30, T.1N, R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED IN THE C/L OF NINE MILE ROAD, SAID POINT BEING N84°59'12"E 768.86 FEET ALONG THE SOUTH LINE OF SAID SECTION 30 AND ALONG THE C/L OF NINE MILE ROAD AND N54°40'45"E 637.01 FEET ALONG SAID C/L AND N48°01'41"E 66.00 FEET ALONG SAID C/L AND N53°30'11"E 95.52 FEET ALONG SAID C/L AND N02°57'55"W 51.57 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 30; THENCE N02°57'55"W 666.93 FEET; THENCE S50°15'11"W 152.36 FEET; THENCE N02°57'42"W 745.60 FEET; THENCE N86°41'28"E 176.20 FEET; THENCE S33°11'36"E 81.72 FEET; THENCE S16°46'02"E 45.23 FEET; THENCE S08°13'21"E 118.62 FEET; THENCE N58°32'05"E 202.27 FEET; THENCE N68°13'15"E 87.67 FEET; THENCE N71°06'06"E 123.21 FEET; THENCE S57°53'47"E 239.85 FEET; THENCE S43°25'30"E 38.92 FEET; THENCE S41°02'26"E 96.62 FEET; THENCE N82°48'56"E 204.95 FEET; THENCE S79°57'38"E 144.89 FEET; THENCE N57°23'27"E 82.21 FEET TO THE EAST LINE OF SECTION 30; THENCE ALONG THE EAST LINE OF SECTION 30 S02°55'33"E 547.56 FEET; THENCE S72°10'25"W 225.92 FEET ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID NINE MILE ROAD (43 FT. 1/2 R.O.W.); THENCE N03°29'24"W 294.19 FEET; THENCE S86°30'35"W 324.26 FEET; THENCE S03°29'25"E 94.19 FEET; THENCE S81°07'19"W 123.77 FEET; THENCE S87°09'55"W 126.82 FEET; THENCE S02°48'50"E 360.66 FEET, TO THE NORTHERLY RIGHT-OF-WAY OF SAID NINE MILE ROAD (43 FT. 1/2 R.O.W.); THENCE S57°34'11"W 207.81 FEET, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID NINE MILE ROAD (43 FT. 1/2 R.O.W.); THENCE S53°31'53"W 261.16 FEET ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID NINE MILE ROAD (43 FT. 1/2 R.O.W) TO THE POINT OF BEGINNING. CONTAINING 20.44 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

DESCRIPTION PARCEL 22-29-326-040

PART OF THE SW 1/4 OF SECTION 29, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 29 AND THE NORTHERLY RIGHT-OF-WAY OF NINE MILE ROAD (43 FT. 1/2 R.O.W.) BEING N02°55'33"W, 901.19 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE CONTINUING ALONG SAID WEST LINE N02°55'33"W, 546.98 FEET; THENCE N57°23'27"E, 19.83 FEET; THENCE N86°14'36"E, 162.67 FEET; THENCE N48°23'38"E, 167.75 FEET; THENCE N59°58'09"E, 125.35 FEET; THENCE N82°20'57"E, 290.69 FEET; THENCE S82°03'30"E, 143.01 FEET; THENCE S03°01'41"E, 32.12 FEET; THENCE S 18°04'51" W, 59.86 FEET; THENCE S38°21'57"W, 540.51 FEET; THENCE S03°49'56"E, 35.93 FEET; THENCE S86°21'32"W, 56.70 FEET; THENCE S38°57'31"W, 44.64 FEET; THENCE S02°26'55"E, 73.82 FEET, TO THE NORTHERLY RIGHT-OF-WAY OF SAID NINE MILE ROAD; THENCE S75°23'04"W, 396.15 FEET ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID NINE MILE ROAD TO THE POINT OF BEGINNING. CONTAINING 8.61 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD OF RECORD.

SUBJECT PROPERTY LEGAL DESCRIPTION



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

CONSULTING ENGINEERS

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

TERRA

SECTION 29/30, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	NOT TO SCALE
DATE:	08-19-2020
JOB NO.:	15-030
DWG:	15-030ESMT-WETLAND.DWG
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	1 OF 1

EXHIBIT B

LEGAL DESCRIPTION CONSERVATION EASEMENT

A Conservation Easement being Part of the S 1/4 of Section 30, T.1N, R.8E., City of Novi, Oakland County, Michigan, described as follows: Beginning at a point located on the Northerly Line of Nine Mile Road (43 feet 1/2 R.O.W), Said point being N84°59'12"E, 768.86 feet along the C/L of Nine Mile Road; thence N54°40'45"E, 637.01 feet along said C/L; thence N48°01'41"E, 66.00 feet along said C/L; thence N53°30'11"E, 95.52 feet along said C/L; thence N02°57'55"W, 51.57 to the Northerly Line of said Nine Mile Road; thence N53°31'53"E, 118.21 feet along the Northerly Line of said Nine Mile Road, from the South 1/4 Corner of Section 30 **for a POINT OF BEGINNING 1**, thence N29°52'07"W, 84.92 feet; thence N21°07'19"E, 55.30 feet; thence S75°02'12"E, 18.23 feet; thence N35°24'23"E, 22.96 feet; thence N04°00'38"E, 29.91 feet; thence S63°56'09"E, 22.76 feet; thence N49°46'12"E, 51.75 feet; thence N31°29'33"W, 46.61 feet; thence N06°36'51"W, 26.01 feet; thence N47°24'38"W, 64.98 feet; thence N56°48'29"W, 135.76 feet; thence N02°57'55"W, 113.27 feet, for a reference Point "A"; thence S53°37'16"E, 90.98 feet; thence S80°39'33"E, 102.15 feet; thence S34°27'52"E, 24.94 feet; thence S04°17'16"E, 37.21 feet; thence S00°16'57"W, 107.52 feet; thence S14°47'39"E, 44.68 feet; thence N73°57'02"E, 24.27 feet; thence S37°01'09"E, 22.18 feet; thence S07°34'16"E, 34.07 feet; thence S52°40'48"E, 14.59 feet; thence S47°53'37"W, 61.63 feet; thence S43°51'45"E, 18.56 feet; thence S02°51'52"E, 29.03 feet to the Northerly Line of said Nine Mile Road; thence S53°31'53"W, 123.24 feet along the Northerly Line of said Nine Mile Road, to the POINT OF BEGINNING 1. All of the above containing 0.985 Acres.

And also,

Commencing at said reference Point "A"; thence N 02°57'55"W, 53.23 feet, for a reference Point "B"; thence N87°02'05"E, 23.58 feet, **for a POINT OF BEGINNING 2**; thence N13°15'00"W, 132.30 feet; thence N46°08'41"E, 35.43 feet; thence S66°50'18"E, 24.63 feet; thence S28°28'40"E, 26.78 feet; thence S05°42'09"E, 50.78 feet; thence S30°30'30"E, 25.67 feet; thence S29°00'11"W, 32.36 feet; thence S59°54'43"W, 38.18 feet, to the POINT OF BEGINNING 2. All of the above containing 0.163 Acres.

And also,

Commencing at said reference Point "B"; thence N02°57'55" W, 53.20 feet; thence S50°15'11"W, 152.36 feet; thence N02°57'42"W, 292.61 feet, **for a POINT OF BEGINNING 3**; thence N02°57'42"W, 238.75 feet, for a reference Point "C"; thence S10°35'31"E, 35.13 feet; thence S26°06'07"E, 42.23 feet; thence S18°36'04"E, 48.06 feet; thence S39°06'41"E, 26.73 feet; thence S07°50'11"E, 31.94 feet; thence S62°09'20"W, 46.21 feet; thence S03°52'23"W, 37.40 feet; thence S32°37'21"W, 10.86 feet, to the POINT OF BEGINNING 3. All of the above containing 0.123 Acres.

And also,

Commencing at said reference Point "C"; thence N02°57'42"W, 214.24 feet; thence N86°41'28"E, 160.98 feet, **for a POINT OF BEGINNING 4**; thence Continuing N86°41'28"E, 15.22 feet; thence S33°11'36"E, 81.72 feet; thence S16°46'02"E, 45.23 feet; thence S08°13'21"E, 99.94 feet, for a reference Point "D"; thence S55°14'05"W, 18.09 feet; thence N10°27'41"W, 44.47 feet; thence N29°47'55"E, 26.36 feet; thence N05°32'37"W, 33.90 feet; thence N20°11'46"W, 28.74 feet; thence N27°02'59"W, 16.70 feet; thence N38°47'48"W, 24.75 feet; thence N54°21'06"W, 20.84 feet; thence N64°33'46"W, 26.66 feet; thence N00°13'03"W, 34.97 feet, to the POINT OF BEGINNING 4. All of the above containing 0.064 Acres.

And also,

Commencing at said reference Point "D"; thence S08°13'21"E, 18.68 feet; thence N58°32'05"E, 87.02 feet, **for a POINT OF BEGINNING 5**, thence Continuing N58°32'05"E, 45.21 feet, for a reference Point "E"; thence S36°10'15"E, 8.09 feet; thence S22°31'27"W, 26.04 feet; thence N84°44'58"W, 26.96 feet;

CONSERVATION EASEMENT



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

CONSULTING ENGINEERS

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

TERRA

SECTION 29/30, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	NOT TO SCALE
DATE:	08-19-2020
JOB NO.:	15-030
DWG:	15-030ESMT-WETLAND.DWG
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	1 OF 2

EXHIBIT B

thence N55°16'58"W, 7.93 feet, to the POINT OF BEGINNING 5. All of the above containing 0.015 Acres.

And also,

Commencing at said reference Point "E"; thence N58°32'05"E, 70.04 feet; thence N68°13'15"E, 87.67 feet; thence N71°06'06"E, 123.21 feet; thence S57°53'47"E, 52.44 feet, **for a POINT OF BEGINNING 6**; thence Continuing S57°53'47"E, 61.77 feet, for a reference Point "F"; thence S15°20'10"W, 20.59 feet; thence S79°06'44"W, 26.80 feet; thence N55°54'07"W, 31.31 feet; thence N04°32'19"W, 29.55 feet; thence N35°38'18"E, 13.22 feet, to the POINT OF BEGINNING 6. All of the above containing 0.049 Acres.

And also,

Commencing at said reference Point "F"; thence S57°53'47"E, 44.79 feet, **for a POINT OF BEGINNING 7**; thence S57°53'47"E, 36.16 feet, for a reference Point "G", thence N79°44'59"W, 23.96 feet; thence N25°15'39"W, 16.54 feet, to the POINT OF BEGINNING 7. All of the above containing 0.004 Acres.

And also,

Commencing at said reference Point "G"; thence S57°53'47"E, 44.69 feet; thence S43°25'30"E, 38.92 feet; thence S41°02'26"E, 96.62 feet; thence N82°48'56"E, 204.95 feet; thence S79°57'38"E, 123.23 feet, **for a POINT OF BEGINNING 8**; thence Continuing S79°57'38"E, 16.72 feet, for a reference Point "H"; thence S41°51'37"W, 5.09 feet; thence N62°48'59"W, 14.68 feet, to the POINT OF BEGINNING 8. All of the above containing 0.001 Acres.

And also,

Commencing at said reference Point "H"; thence S79°57'38"E, 4.94 feet; thence N57°23'27"E, 31.34 feet; **for a POINT OF BEGINNING 9**; thence Continuing N57°23'27"E, 23.87 feet; thence S26°42'34"E, 12.36 feet; thence S07°53'57"E, 84.20 feet; thence S03°55'47"E, 42.03 feet, for a reference Point "I"; thence N88°10'01"W, 14.72 feet; thence N05°46'23"W, 57.42 feet; thence N03°31'57"W, 39.99 feet; thence N33°25'36"W, 31.16 feet, to the POINT OF BEGINNING 9. All of the above containing 0.048 Acres.

And also,

Commencing at said reference Point "I"; thence S03°41'49"E, 108.54 feet, **for a POINT OF BEGINNING 10**; thence S05°51'48"E, 69.66 feet; thence S03°56'06"E, 64.79 feet; thence S02°15'10"E, 84.03 feet; thence N51°44'24"W, 20.14 feet, for a reference Point "J"; thence N05°17'54"W, 65.87 feet; thence N01°41'12"W, 74.92 feet; thence N03°58'26"W, 63.86 feet; thence N84°47'42"E, 13.72 feet, to the POINT OF BEGINNING 10. All of the above containing 0.079 Acres.

And also,

Commencing at said reference Point "J"; thence N64°05'09"W, 102.20 feet, **for a POINT OF BEGINNING 11**; thence S54°25'30"W, 7.91 feet; thence N46°01'31"W, 26.85 feet; thence N45°28'10"W, 120.89 feet; thence N52°56'57"E, 9.05 feet; thence S45°35'42"E, 78.49 feet; thence S44°34'59"E, 69.28 feet, to the POINT OF BEGINNING 11. All of the above containing 0.029 Acres.

CONSERVATION EASEMENT



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

CONSULTING ENGINEERS

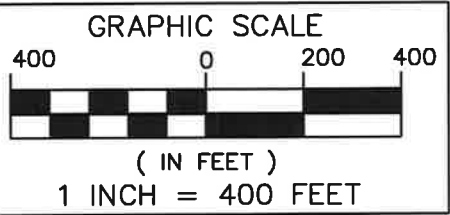
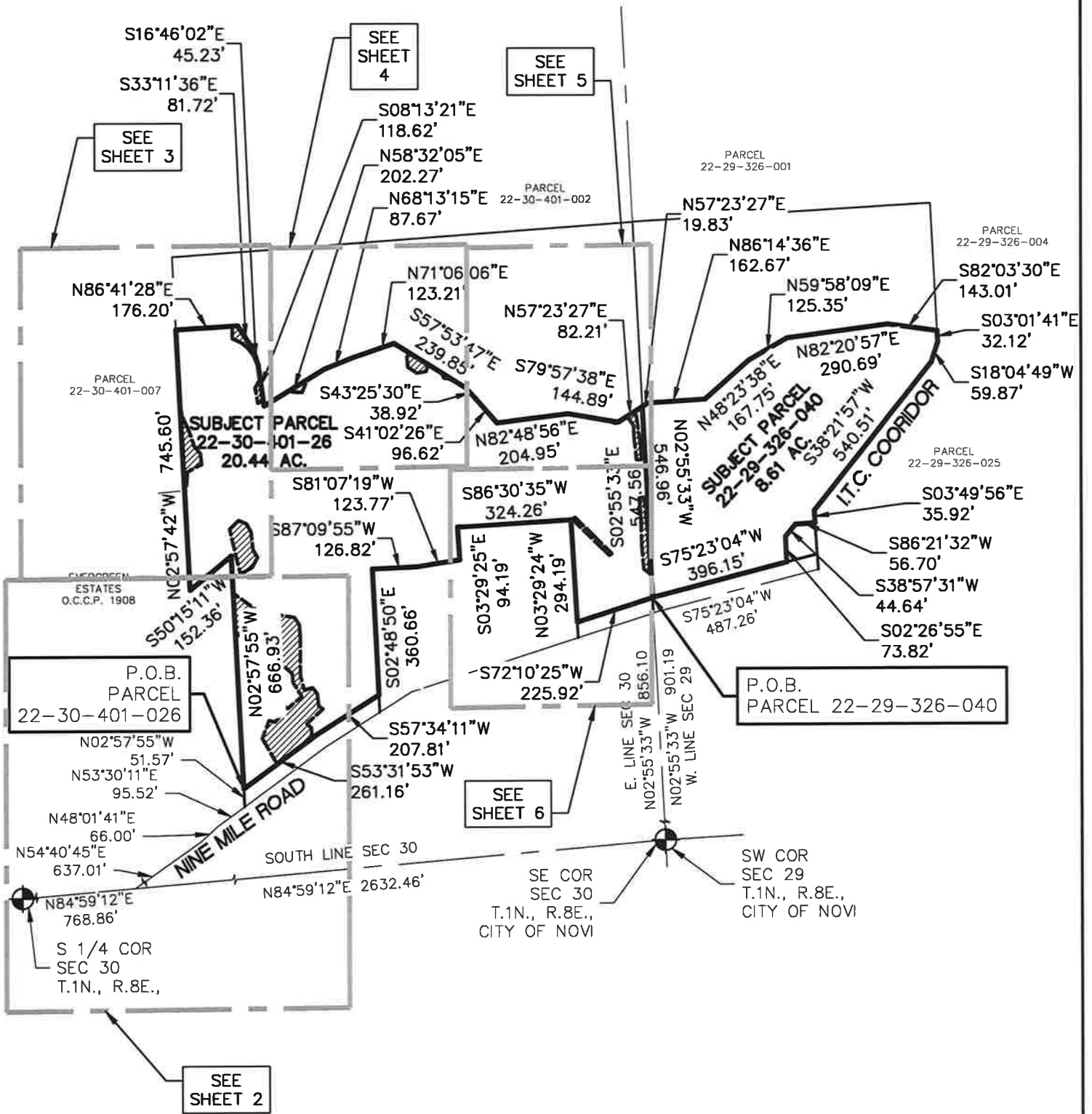
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 • EMAIL: INFO@SEIBERKEAST.COM

TERRA

SECTION 29/30, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	NOT TO SCALE
DATE:	08-19-2020
JOB NO.:	15-030
DWG:	15-030ESMT-WETLAND.DWG
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	2 OF 2

EXHIBIT C



SUBJECT PROPERTY AND SHEET INDEX

SEIBER, KEAST ENGINEERING, L.L.C.
 CONSULTING ENGINEERS
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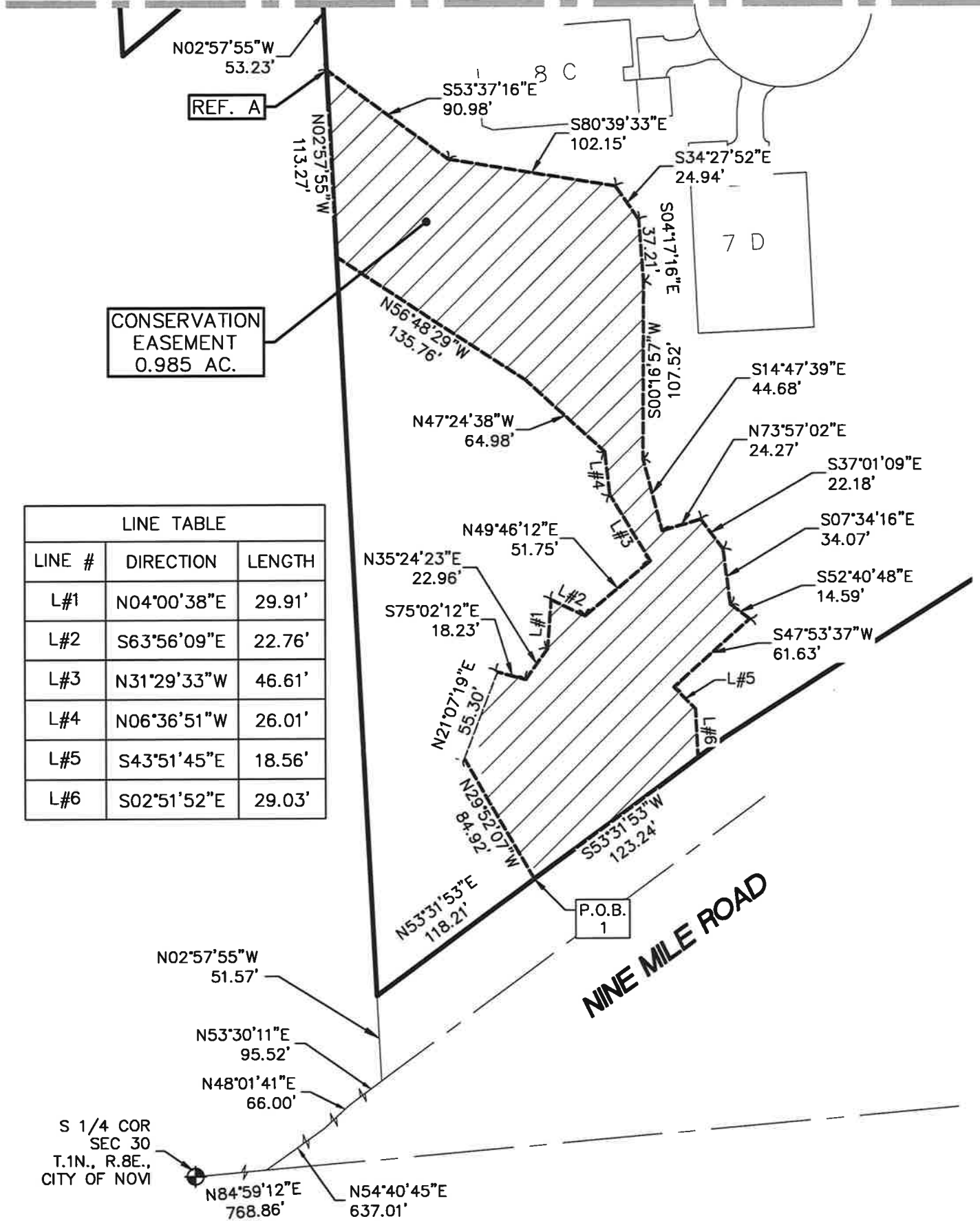
TERRA
 SECTION 29/30, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE:	1"=400'
DATE:	08-19-2020
JOB NO.:	15-030
DWG:15-030ESMT-WETLAND.DWG	
DRAWN BY:	DN
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SHEET:	1 OF 6

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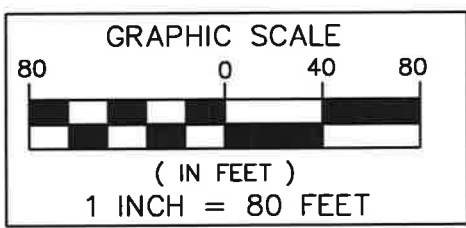
EXHIBIT C

SEE SHEET 3 FOR CONTINUATION



CONSERVATION EASEMENT
0.985 AC.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L#1	N04°00'38"E	29.91'
L#2	S63°56'09"E	22.76'
L#3	N31°29'33"W	46.61'
L#4	N06°36'51"W	26.01'
L#5	S43°51'45"E	18.56'
L#6	S02°51'52"E	29.03'



CONSERVATION EASEMENT

CONSERVATION EASEMENT



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

CONSULTING ENGINEERS

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

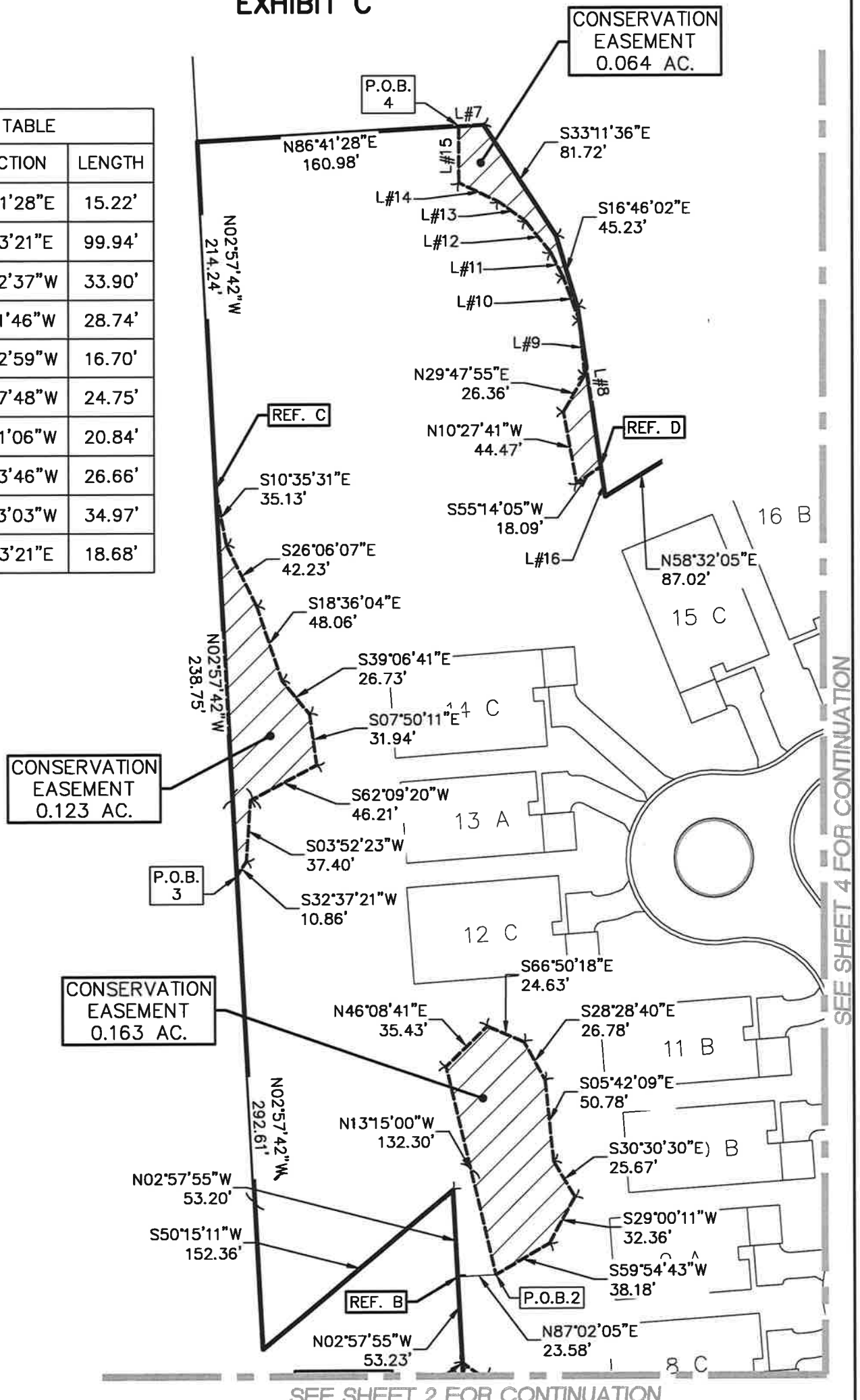
TERRA

SECTION 29/30, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1"=80'
DATE:	08-19-2020
JOB NO.:	15-030
DWG:	15-030ESMT-WETLAND.DWG
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	2 OF 6

EXHIBIT C

LINE TABLE		
LINE #	DIRECTION	LENGTH
L#7	N86°41'28"E	15.22'
L#8	S08°13'21"E	99.94'
L#9	N05°32'37"W	33.90'
L#10	N20°11'46"W	28.74'
L#11	N27°02'59"W	16.70'
L#12	N38°47'48"W	24.75'
L#13	N54°21'06"W	20.84'
L#14	N64°33'46"W	26.66'
L#15	N00°13'03"W	34.97'
L#16	S08°13'21"E	18.68'



SEE SHEET 2 FOR CONTINUATION

SEE SHEET 4 FOR CONTINUATION

CONSERVATION EASEMENT



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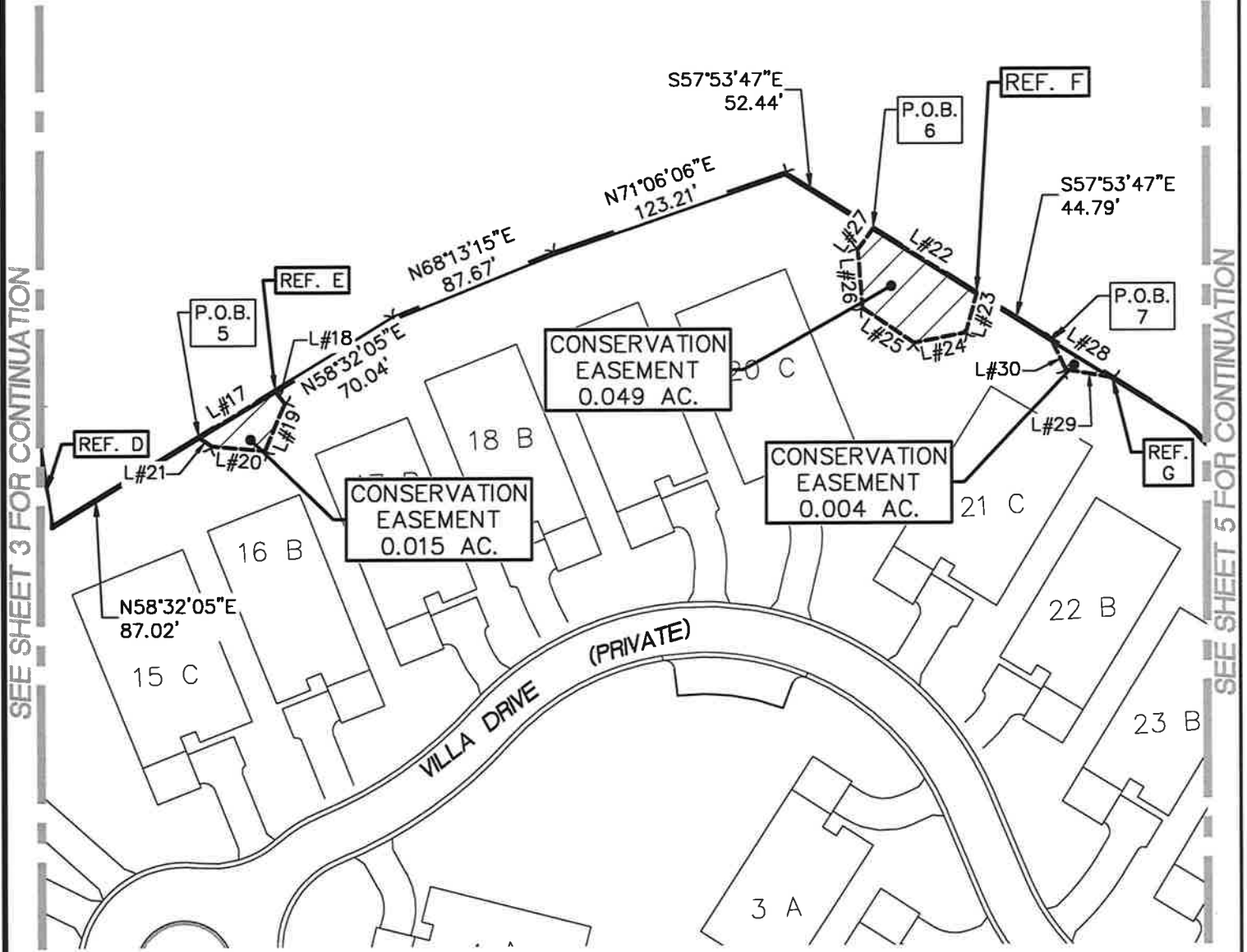
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EXHIBIT C

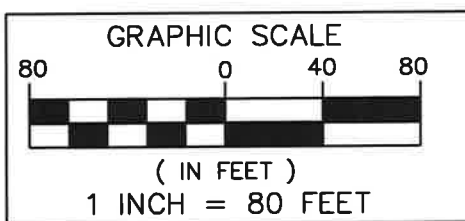


SEE SHEET 3 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION

LINE TABLE		
LINE #	DIRECTION	LENGTH
L#17	N58°32'05"E	45.21'
L#18	S36°10'15"E	8.09'
L#19	S22°31'27"W	26.04'
L#20	N84°44'58"W	26.96'
L#21	N55°16'58"W	7.93'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L#22	S57°53'47"E	61.77'
L#23	S15°20'10"W	20.59'
L#24	S79°06'44"W	26.80'
L#25	N55°54'07"W	31.31'
L#26	N04°32'19"W	29.55'
L#27	N35°38'18"E	13.22'
L#28	S57°53'47"E	36.16'
L#29	N79°44'59"W	23.96'
L#30	N25°15'39"W	16.54'



CONSERVATION EASEMENT

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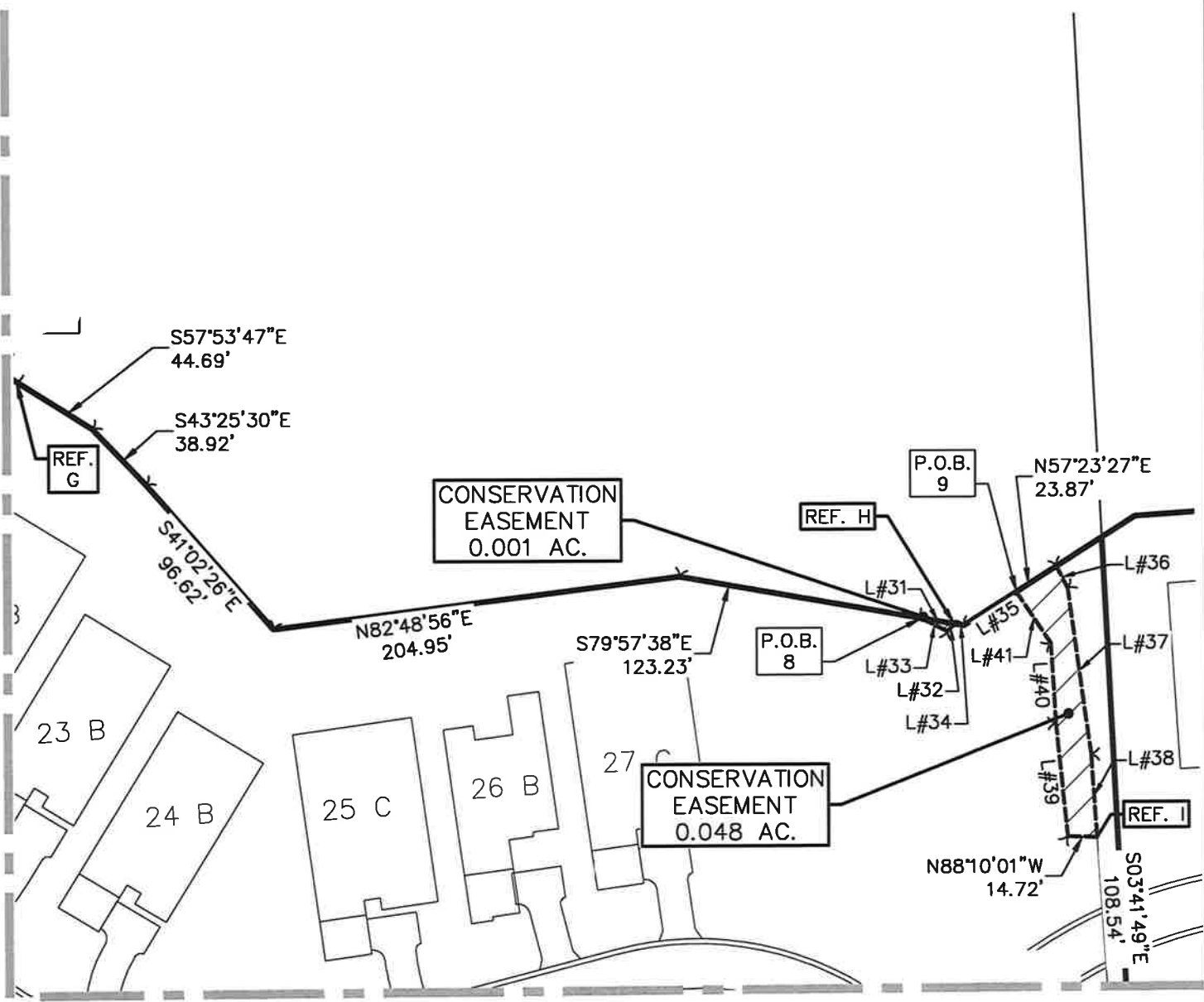
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RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1"=80'
DATE:	08-19-2020
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DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	4 OF 6

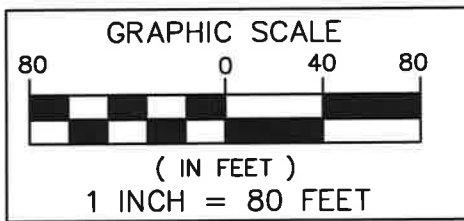
EXHIBIT C

SEE SHEET 4 FOR CONTINUATION



SEE SHEET 6 FOR CONTINUATION

LINE TABLE		
LINE #	DIRECTION	LENGTH
L#31	S79°57'38"E	16.72'
L#32	S41°51'37"W	5.09'
L#33	N62°48'59"W	14.68'
L#34	S79°57'38"E	4.94'
L#35	N57°23'27"E	31.34'
L#36	S26°42'34"E	12.36'
L#37	S07°53'57"E	84.20'
L#38	S03°55'47"E	42.03'
L#39	N05°46'23"W	57.42'
L#40	N03°31'57"W	39.99'
L#41	N33°25'36"W	31.16'



CONSERVATION EASEMENT

CONSERVATION EASEMENT



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CHECK: DFR/JE
SHEET: 5 OF 6

EXHIBIT D

LEGAL DESCRIPTION

WETLAND INGRESS/EGRESS EASEMENT

A 12 foot wide Wetland Ingress/Egress Easement being Part of the South 1/4 of Section 30, Town 1 North, Range 8 East., City of Novi, Oakland County, Michigan, described as follows: Beginning at a point located on the Northerly Line of Nine Mile Road (43 feet 1/2 R.O.W), Said point being N84°59'12"E, 768.86 feet along the C/L of Nine Mile Road; thence N54°40'45"E, 637.01 feet along said C/L; thence N48°01'41"E, 66.00 feet along said C/L; thence N53°30'11"E, 95.52 feet along said C/L; thence N02°57'55"W, 602.23 feet along the Westerly line of Subject Property, from the South 1/4 Corner of Section 30 for a **POINT OF BEGINNING #1**, thence continuing N02°57'55"W, 116.27 feet, along the Westerly line of said Subject Property, to a point on the Southerly line of said Subject Property; thence S87°02'18"W, 122.02 feet, along the Southerly line of said Subject Property, to a point on the Westerly line of said Subject Property; thence N02°57'42"W, 247.91 feet, along the Westerly line of said Subject Property; thence N87°02'18"E, 12.00 feet; thence S02°57'42"E, 235.91 feet; thence N87°02'18"E, 122.02 feet; thence S02°57'55"E, 128.27 feet; thence S87°02'05"W, 12.00 to the Point of Beginning #1. All of the above containing 0.134 Acres.

And also, Commencing at the Southeast Corner of said Section 30; thence N02°55'33"W, 856.10 feet, along the East line of said Section 30 and to a point on the Northerly right-of-way line of said Nine Mile Road, for a **POINT OF BEGINNING #2**; thence S72°10'25"W, 12.42 feet, along the Northerly right-of-way line said Nine Mile Road; thence N02°55'33"W, 63.21 feet; thence N51°44'24"W, 20.38 feet; thence N64°05'09"W, 104.68 feet; thence N25°54'51"E, 12.00 feet; thence S64°05'09"E, 105.97 feet; thence S51°44'24"E, 27.12 feet, to a point on the East line of said Section 30 and Easterly line of said Subject Property ; thence S02°55'33"E, 65.47 feet, along the East line of said Section 30 and the Easterly line of said Subject Property, to the Point of Beginning #2. All of the above containing 0.053 Acres.

E.G.L.E. INGRESS/EGRESS EASEMENT



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TERRA

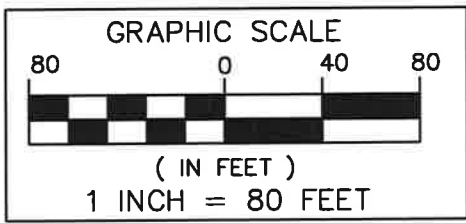
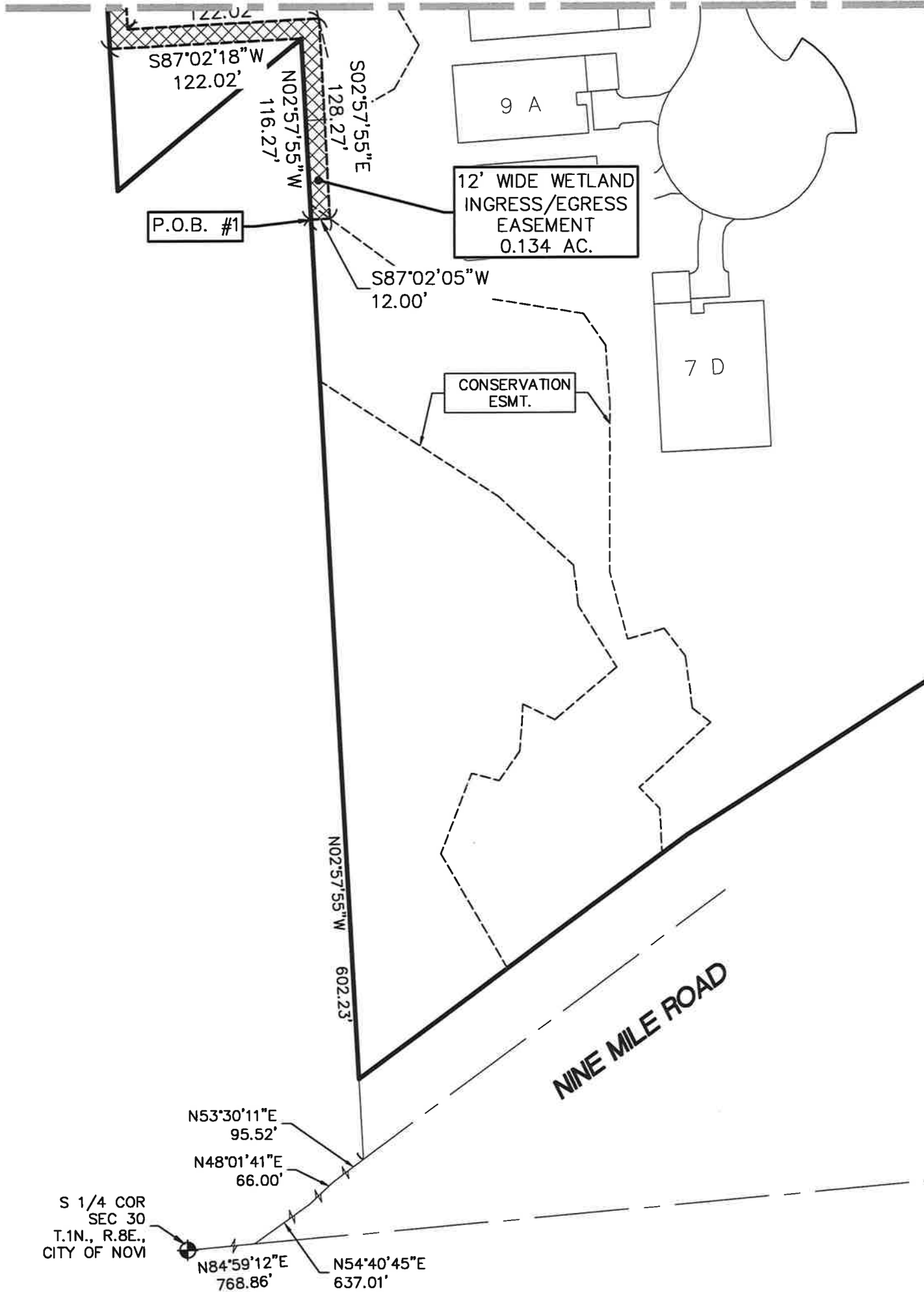
SECTION 29/30, TOWN 1 NORTH,
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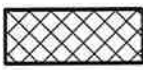
SCALE: NOT TO SCALE
DATE: 08-19-2020
JOB NO.: 15-030
DWG: 15-030ESMT-WETLAND.DWG
DRAWN BY: DN
CHECK: DFR/JE
SHEET: 1 OF 4

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EXHIBIT D

SEE SHEET 3 FOR CONTINUATION



 12' WIDE WETLAND
INGRESS/EGRESS EASEMENT

WETLAND INGRESS/EGRESS EASEMENT



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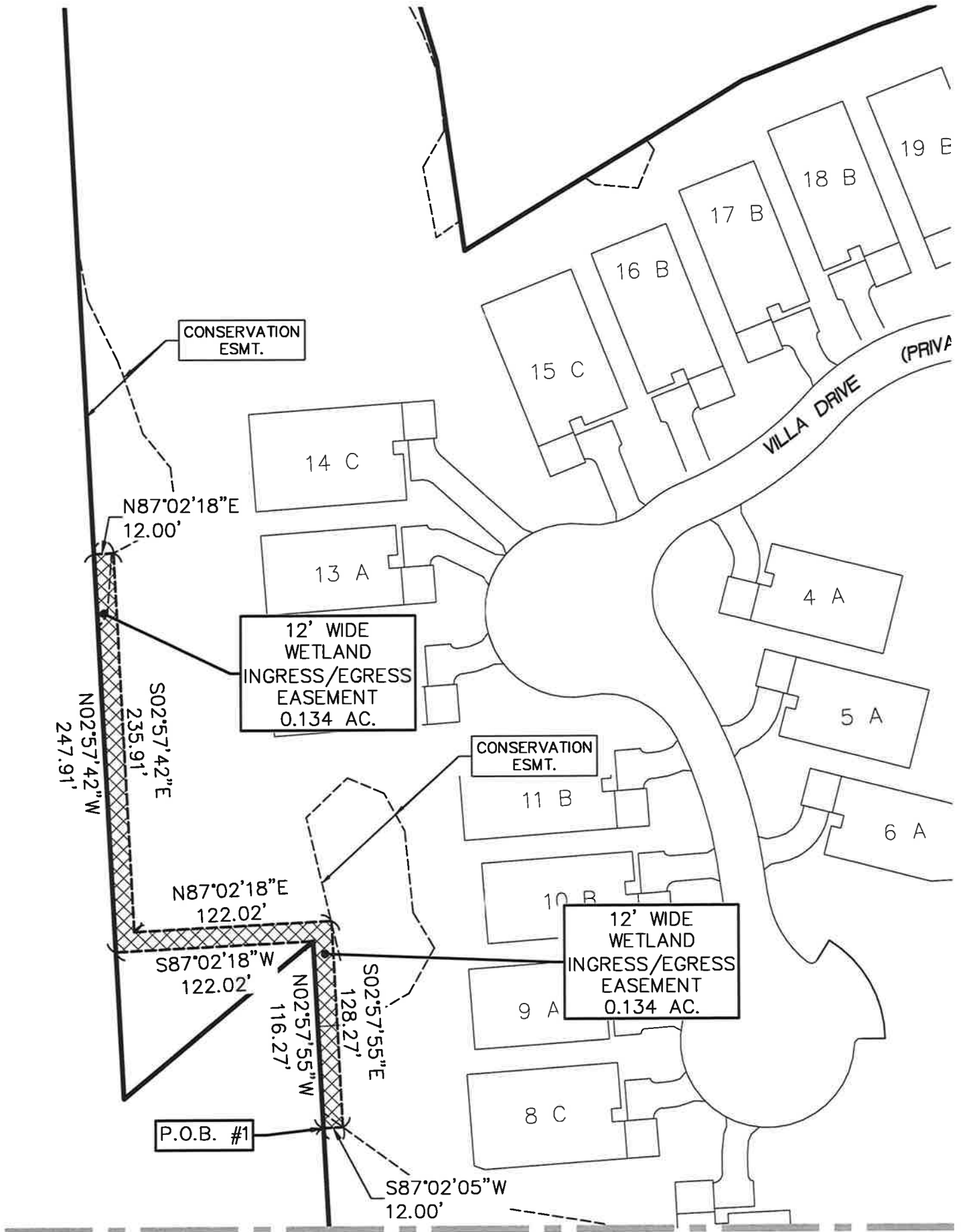
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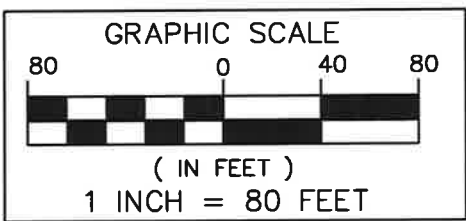
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SHEET:	2 OF 4

EXHIBIT D



SEE SHEET 2 FOR CONTINUATION



 12' WIDE WETLAND INGRESS/EGRESS EASEMENT

WETLAND INGRESS/EGRESS EASEMENT



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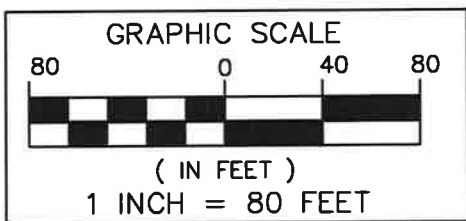
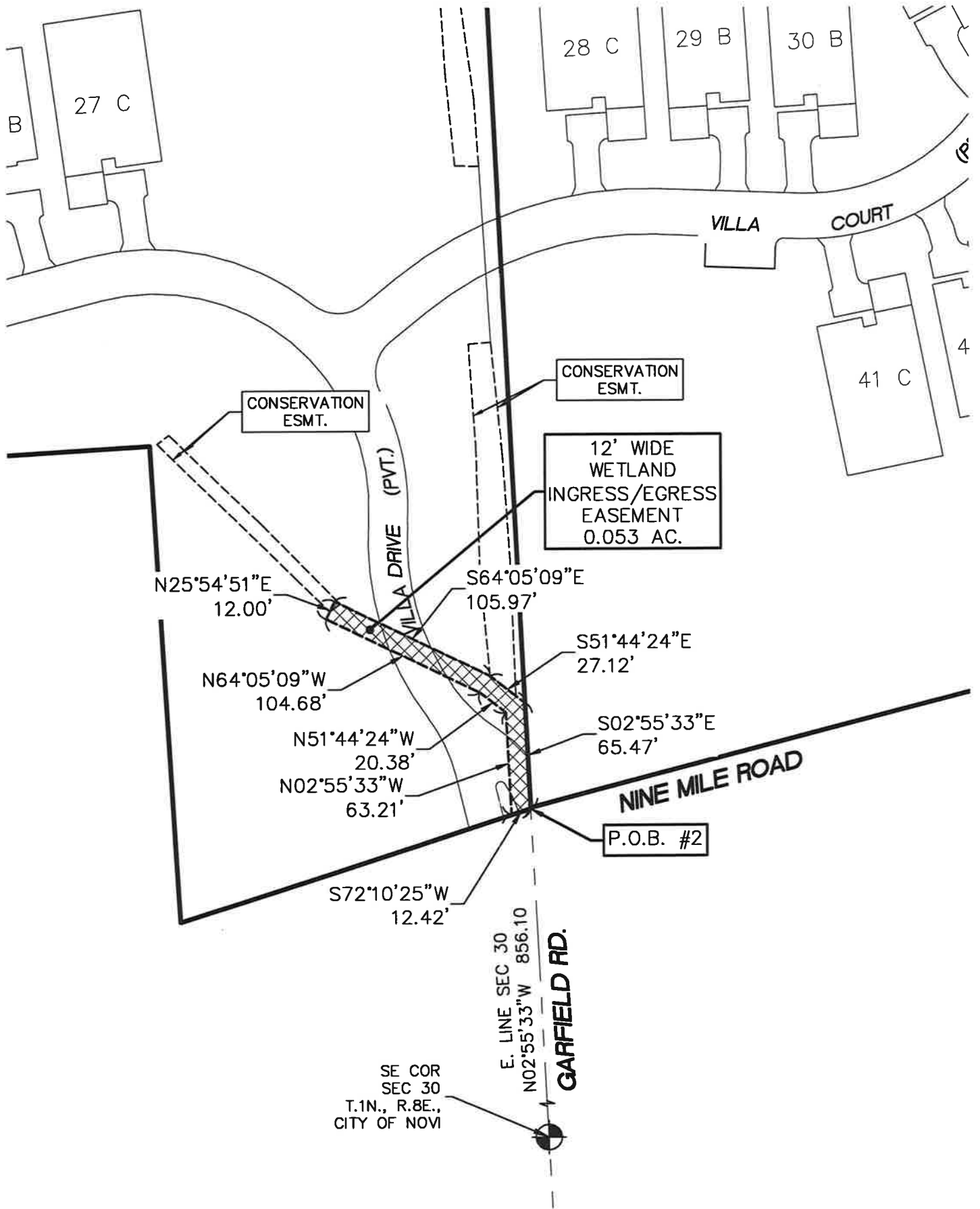
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EXHIBIT D



 12' WIDE WETLAND INGRESS/EGRESS EASEMENT

WETLAND INGRESS/EGRESS EASEMENT



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 SHEET: 4 OF 4

EXECUTED TREE PRESERVATION EASEMENT

TREE PRESERVATION EASEMENT

THIS TREE PRESERVATION EASEMENT ("Conservation Easement") made this 3 day of May, ~~2021~~ ²⁰²⁰, by and between Cambridge of Novi, LLC, a Michigan limited liability company, hereinafter referred to as the "Developer", whose post office address is 47765 Bellagio Drive, Northville, Michigan 48167 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section 30 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 residential development on the Property, subject to provision of an appropriate easement to permanently protect the remaining woodland areas and/or woodland replacement trees located thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Conservation Easement Areas (the "Easement Areas") situated on the Property are more particularly described on Exhibits B, C and D, 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 woodland areas and/or woodland replacement trees as shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of remaining trees and/or vegetation within the Easement Areas, 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 Areas. Notwithstanding the foregoing, mowing and maintaining of sod throughout the Tree Preservation Easements is permitted as needed. Pulling of weeds and general maintenance throughout the Tree Preservation Easements is permitted as needed. Mowing the tall fescue grass, labeled Tree Preservation Area B on Exhibit D is permitted only after July 14th and only up to two times per year.

3. No grass or other vegetation shall be planted in the Easement Areas after the date of this Conservation Easement with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances. In addition, the installation and maintenance of sidewalks, monuments and other hardscape is permitted within the Easement Areas after the date of this Conservation Easement only if they are depicted on the approved PRO site plan.

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

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

made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Grantor, and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

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

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

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


GRANTOR
CAMBRIDGE OF NOVI, LLC,
a Michigan limited liability company

By: 
Mark F. Guidobono, Authorized Representative

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 3 day of May, ²⁰²¹~~2020~~, in Oakland County, Michigan, the foregoing Conservation Easement was acknowledged before me by Mark F. Guidobono, Authorized Representative of Cambridge of Novi, LLC, a Michigan limited liability company, on behalf of the company.

KATHERINE OPPERMANN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 5, 2024
ACTING IN COUNTY OF Oakland


Notary Public, State of Michigan, Oakland County
My commission expires: Sep 5, 2024
Acting in Oakland County, Michigan

GRANTEE

CITY OF NOVI
A Municipal Corporation

By: _____

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, on behalf of the City of Novi, a Municipal Corporation.

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

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

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

EXHIBIT A

SUBJECT PROPERTY
LEGAL DESCRIPTION:

DESCRIPTION OF PARCEL 22-30-401-26

PART OF THE SE 1/4 OF SECTION 30, T.1N, R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED IN THE C/L OF NINE MILE ROAD, SAID POINT BEING N84°59'12"E 768.86 FEET ALONG THE C/L OF NINE MILE ROAD AND N54°40'45"E 637.01 FEET ALONG SAID C/L AND N48°01'41"E 66.00 FEET ALONG SAID C/L AND N53°30'11"E 95.52 FEET ALONG SAID C/L AND N02°57'55"W 51.57 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 30; THENCE N02°57'55"W 666.93 FEET; THENCE S50°15'11"W 152.36 FEET; THENCE N02°57'42"W 745.60 FEET; THENCE N86°41'28"E 176.20 FEET; THENCE S33°11'36"E 81.72 FEET; THENCE S16°46'02"E 45.23 FEET; THENCE S08°13'21"E 118.62 FEET; THENCE N58°32'05"E 202.27 FEET; THENCE N68°13'15"E 87.67 FEET; THENCE N71°06'06"E 123.21 FEET; THENCE S57°53'47"E 239.85 FEET; THENCE S43°25'30"E 38.92 FEET; THENCE S41°02'26"E 96.62 FEET; THENCE N82°48'56"E 204.95 FEET; THENCE S79°57'38"E 144.89 FEET; THENCE N57°23'27"E 82.21 FEET TO THE EAST LINE OF SECTION 30; THENCE ALONG THE EAST LINE OF SECTION 30 S02°55'33"E 547.56 FEET; THENCE S72°10'25"W 225.92 FEET; THENCE N03°29'24"W 294.19 FEET; THENCE S86°30'35"W 324.26 FEET; THENCE S03°29'25"E 94.19 FEET; THENCE S81°07'19"W 123.77 FEET; THENCE S87°09'55"W 126.82 FEET; THENCE S02°48'50"E 360.66 FEET; THENCE S57°34'11"W 207.81 FEET; THENCE S53°31'53"W 261.16 FEET TO THE POINT OF BEGINNING. CONTAINING 20.44 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

DESCRIPTION PARCEL 22-29-326-040

PART OF THE SW 1/4 OF SECTION 29, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 29 AND THE C/L OF NINE MILE ROAD BEING N 02°55'33"W, 901.19 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE CONTINUING ALONG SAID WEST LINE N 02°55'33" W, 546.98 FEET; THENCE N 57°23'27" E, 19.83 FEET; THENCE N 86°14'36" E, 162.67 FEET; THENCE N 48°23'38" E, 167.75 FEET; THENCE N 59°58'09" E, 125.35 FEET; THENCE N 82°20'57" E, 290.69 FEET; THENCE S 82°03'30" E, 143.01 FEET; THENCE S 03°01'41" E, 32.12 FEET; THENCE S 18°04'51" W, 59.86 FEET: THENCE S 38°21'57" W, 540.51 FEET; THENCE S 03°49'56" E, 35.93 FEET; THENCE S 86°21'32" W, 56.70 FEET; THENCE S 38°57'31" W, 44.64 FEET; THENCE S 02°26'55" E, 73.82 FEET; THENCE S 75°23'04" W, 396.15 FEET TO THE POINT OF BEGINNING. CONTAINING 8.61 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD OF RECORD.

SUBJECT PROPERTY LEGAL DESCRIPTION



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

CONSULTING ENGINEERS

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PHONE: 248.308.3331 • EMAIL: INFO@SEIBERKEAST.COM

TERRA

SECTION 29/30, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	NOT TO SCALE
DATE:	04/06/2021
JOB NO.:	15-030
DWG:	5-030ESMT-TR.DWG
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	1 OF 1

EXHIBIT B

TREE PRESERVATION EASEMENT LEGAL DESCRIPTION

A Tree Preservation Easement, being situated in a Part of the Southeast 1/4 of Section 30 and the Southwest 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing from the Southeast Corner of said Section 30; thence N02°55'33"W, 916.29 feet, along the East line of said Section 30, for a **REFERENCE POINT "A"**; thence S77°54'00"W, 61.29 feet, for a **POINT OF BEGINNING "A"**; thence S61°01'11"W, 13.56 feet; thence S09°33'48"W, 18.50 feet; thence N66°45'17"W, 46.95 feet; thence S72°58'08"W, 89.67 feet; thence N24°47'51"W, 5.97 feet; thence N71°41'54"E, 93.72 feet; thence N04°30'01"E, 35.73 feet; thence N72°01'06"E, 14.65 feet; thence N25°59'08"W, 66.40 feet; thence N03°10'31"W, 47.20 feet; thence N82°20'19"E, 22.30 feet; thence S06°29'51"E, 59.31 feet; N72°45'14"E, 16.39 feet, for a **REFERENCE POINT "C"**; thence S24°34'15"E, 29.14 feet, for a **REFERENCE POINT "B"**; thence S28°45'34"E, 26.88 feet; thence S03°18'50"E, 48.19 feet, to the **Point of Beginning "A"**. All of the above containing 0.163 Acres.

And also, commencing at said **REFERENCE POINT "B"**; thence N72°12'07"E, 35.41 feet, for a **POINT OF BEGINNING "B"**; thence N09°14'49"W, 11.45 feet; thence S83°07'24"E, 16.88 feet; thence S12°36'39"E, 12.87 feet; thence S08°46'15"E, 6.91 feet; thence N77°36'29"W, 8.69 feet; thence N51°19'03"W, 13.19 feet, to the **Point of Beginning "B"**. All of the above containing 0.007 Acres.

And also, commencing at said **REFERENCE POINT "C"**; thence N64°09'37"E, 44.13 feet, for a **POINT OF BEGINNING "C"**; thence N32°33'27"W, 15.80 feet; thence N17°59'28"W, 44.11 feet; thence N07°16'51"W, 16.84 feet; thence N51°36'30"E, 13.14 feet; thence N21°22'53"E, 24.44 feet; thence N02°00'00"W, 8.54 feet; thence N38°14'41"W, 14.01 feet; thence N01°48'22"W, 11.91 feet; thence N34°52'20"W, 30.69 feet, for a **REFERENCE POINT "D"**; thence N60°13'29"E, 39.87 feet; thence S11°07'18"E, 51.16 feet; thence S00°29'13"E, 112.13 feet; thence S38°24'46"W, 21.69 feet, to the **Point of Beginning "C"**. All of the above containing 0.106 Acres.

And also, commencing at said **REFERENCE POINT "D"**; thence S51°45'42"W, 44.82 feet, for a **POINT OF BEGINNING "D"**; thence S19°19'49"E, 43.95 feet; thence S03°22'58"E, 37.60 feet; thence S55°31'08"W, 25.18 feet thence N36°58'36"W, 33.77 feet; N47°35'51"E, 25.71 feet; thence N53°56'47"W, 66.35 feet; thence S83°53'18"W, 27.58 feet; thence N21°19'59"W, 59.92 feet; thence S78°12'14"W, 29.49 feet thence S58°07'33"W, 93.33 feet; thence S89°44'29"W, 161.95 feet; N80°06'21"W, 60.77 feet; thence S69°23'05"W, 31.07 feet; thence N43°22'57"W, 10.13 feet; thence N20°03'32"E, 25.32 feet, for a **REFERENCE POINT "H"**; thence S78°09'12"E, 29.84 feet; thence N17°16'56"E, 17.96 feet; thence 33.49 feet, along a curve to the left, said curve having a radius of 144.00 feet, a central angle of 13°19'35", and a chord bearing and distance of S80°32'49"E, 33.42 feet; thence S87°12'37"E, 39.01 feet; thence 95.98 feet, along a curve to the left, said curve having a radius of 314.00 feet, a central angle of 17°30'47", and a chord bearing and distance of N84°02'00"E, 95.60 feet; thence N75°16'39"E, 120.76 feet; thence N87°10'36"E, 51.59 feet; thence S67°57'31"E, 63.06 feet, for a **REFERENCE POINT "E"**; thence S42°21'47"E, 55.11 feet, to the **Point of Beginning "D"**. All of the above containing 0.486 Acres.

And also, commencing at said **REFERENCE POINT "E"**; thence N59°17'36"E, 67.30 feet, for a **POINT OF BEGINNING "E"**; thence N73°46'01"W, 119.66 feet, for a **REFERENCE POINT "F"**; thence N15°55'17"E, 30.13 feet; thence N17°27'22"W, 57.77 feet; thence N74°53'41"E, 17.90 feet; thence S35°32'24"E, 70.46 feet; thence S79°42'54"E, 24.14 feet; thence N63°34'23"E, 45.36 feet; thence N81°14'32"E, 41.29 feet; thence S12°32'49"E, 71.56 feet; thence S72°39'10"W, 57.62 feet, to the **Point of Beginning "E"**. All of the above containing 0.251 Acres.

And Also, commencing at said **REFERENCE POINT "F"**; thence S81°26'24"W, 141.76 feet, for a **POINT OF BEGINNING "F"**; thence Due South 8.06 feet; thence Due West 9.25 feet,



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TERRA

SECTION 29/30, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	NOT TO SCALE
DATE:	04/06/2021
JOB NO.:	15-030
DWG:	15-030ESMT-TR.DWG
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	1 OF 4

EXHIBIT B

for a **REFERENCE POINT "G"**; thence Due North 8.06 feet; thence Due East 9.25 feet, to the **Point of Beginning "F"**. All of the above containing 0.002 Acres.

And also, commencing at said **REFERENCE POINT "G"**; thence S66°14'26"W, 67.40 feet, for a **POINT OF BEGINNING "G"**; thence S86°840'21"W, 52.45 feet; thence N87°13'30"W, 32.91 feet; thence N25°35'42"E, 104.01 feet; thence S45°32'47"E, 46.13 feet; thence S14°44'45"W, 46.77 feet; thence S52°26'57"E, 24.31 feet, to the **Point of Beginning "G"**. All of above containing 0.101 Acres.

And also, commencing at said **REFERENCE POINT "H"**; thence N32°30'29"W, 105.57 feet, for a **POINT OF BEGINNING "H"**; thence S76°40'55"W, 4.82 feet; thence N22°59'42"W, 42.23 feet, for a **REFERENCE POINT "I"**; thence N64°55'35"E, 5.24 feet; thence S22°20'45"E, 43.24 feet, to the **Point of Beginning "H"**. All of the above containing 0.005 Acres.

And also, commencing at said **REFERENCE POINT "I"**; thence N83°38'52"W, 109.73 feet, for a **POINT OF BEGINNING "I"**; thence S78°20'49"W, 20.88 feet; thence N28°03'15"W, 23.16 feet; thence N07°13'33"E, 17.88 feet; thence S86°06'24"E, 33.47 feet, for a **REFERENCE POINT "J"**; thence S30°05'34"W, 12.92 feet; thence S06°03'35"E, 20.62 feet, to the **Point of Beginning "I"**. All of the above containing 0.023 Acres.

And also, commencing at said **REFERENCE POINT "J"**; thence N27°48'40"E, 189.04 feet, for a **POINT OF BEGINNING "J"**; thence N26°45'13"W, 23.84 feet; thence N21°01'56"W, 28.24 feet, for a **REFERENCE POINT "K"**; thence N75°13'45"E, 6.59 feet; thence S21°43'40"E, 32.12 feet; thence S29°49'32"E, 15.70 feet; thence S41°37'25"W, 7.84 feet, to the **Point of Beginning "J"**. All of the above containing 0.008 Acres.

And also, commencing at said **REFERENCE POINT "K"**; thence S34°39'46"W, 208.19 feet, for a **POINT OF BEGINNING "K"**; thence S21°08'55"W, 29.16 feet; thence S28°47'21"E, 20.27 feet; thence S39°34'24"W, 8.58 feet; thence N56°45'48"W, 20.74 feet; thence S54°26'18"W, 25.18 feet, for a **REFERENCE POINT "L"** thence N75°04'40"W, 26.13 feet; thence N49°42'15"E, 54.63 feet; thence N65°09'23"E, 30.46 feet, to the **Point of Beginning "K"**. All of the above containing 0.039 Acres.

And also, commencing at said **REFERENCE POINT "L"**; thence S27°33'02"W, 28.35 feet, for a **POINT OF BEGINNING "L"**; thence S58°41'09"W, 17.58 feet; thence S34°10'59"E, 16.72 feet; thence S59°10'51"W, 6.38 feet; thence N34°54'35"W, 42.27 feet, for a **REFERENCE POINT "M"**; thence N53°28'06"E, 21.88 feet; thence S39°33'02"E, 27.82 feet, to the **Point of Beginning "L"**. All of the above containing 0.017 Acres.

And also, commencing at said **REFERENCE POINT "M"**; thence N25°06'35"W, 30.03 feet, for a **POINT OF BEGINNING "M"**; thence N43°48'05"W, 8.38 feet; thence N47°58'29"E, 39.74 feet, for a **REFERENCE POINT "N"**; thence S52°38'45"E, 6.76 feet; thence S45°32'50"W, 40.76 feet, to the **Point of Beginning "M"**. All of the above containing 0.007 Acres.

And also, commencing at said **REFERENCE POINT "N"**; thence N25°14'40"W, 158.95 feet, for a **POINT OF BEGINNING "N"**; thence S59°01'05"W, 72.03 feet; thence S68°19'47"W, 102.46 feet, for a **REFERENCE POINT "O"**; thence N10°35'41"W, 86.01 feet; thence N85°34'42"E, 10.92 feet; thence N07°50'49"W, 44.61 feet; thence N55°24'09"E, 8.31 feet; thence S16°46'02"E, 5.34 feet; thence S08°13'39"E, 118.60 feet; thence N58°32'05"E, 155.28 feet; thence S29°35'02"E, 20.62 feet, to the **Point of Beginning "N"**. All of the above containing 0.101 Acres.

And also, commencing at said **REFERENCE POINT "O"**; thence S13°57'16"W, 46.01 feet, for a **POINT OF BEGINNING "O"**; thence S58°28'17"W, 30.44 feet, for a **REFERENCE POINT "P"**; thence S85°27'55"W, 66.86 feet; thence N86°37'59"W, 42.31 feet; thence



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TERRA

SECTION 29/30, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	NOT TO SCALE
DATE:	04/06/2021
JOB NO.:	15-030
DWG:	15-030ESMT-TR.DWG
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	2 OF 4

EXHIBIT B

N32°53'43"W, 34.29 feet; thence N02°36'19"W, 82.93 feet; thence N08°26'41"E, 50.66 feet; thence N15°58'10"W, 43.17 feet; thence N12°57'12"W, 57.74 feet; thence N59°24'43"E, 60.40 feet; thence S00°32'33"E, 25.88 feet; thence S12°39'38"E, 21.30 feet; thence S51°26'21"W, 19.52 feet; thence S04°03'48"E, 93.57 feet; thence S07°27'20"W, 31.27 feet; thence S06°12'53"E, 88.13 feet; thence N86°12'21"E, 32.92 feet; thence S87°38'01"E, 54.16 feet; thence N52°04'39"E, 8.75 feet; thence N08°51'35"W, 121.26 feet; thence N13°56'54"E, 42.30 feet; thence N26°16'24"W, 31.07 feet; thence N60°32'16"W, 65.74 feet; thence N43°22'38"E, 25.80 feet; thence S56°27'11"E, 64.82 feet; thence S25°19'37"E, 43.76 feet; thence S10°29'54"W, 53.12 feet; thence S12°15'01"E, 121.02 feet, **to the POINT OF BEGINNING "O"**. All of the above containing 0.383 Acres.

And also, commencing at said **REFERENCE POINT "P"**; thence S15°36'26"E, 225.45 feet, **for a POINT OF BEGINNING "P"**; thence N69°13'39"E, 42.79 feet; thence S78°41'45"E, 73.62 feet, **for a REFERENCE POINT "Q"**; thence S03°28'00"E, 6.38 feet, **for a REFERENCE POINT "R"**; thence N79°34'45"W, 29.51 feet; thence S78°43'29"W, 44.70 feet; thence N60°38'08"W, 19.84 feet; thence S67°33'47"W, 21.50 feet; thence N18°51'24"W, 7.92 feet, **to the POINT OF BEGINNING "P"**. All of the above containing 0.030 Acres.

And also, commencing at said **REFERENCE POINT "Q"**; thence N83°02'39"E, 33.47 feet, **for a POINT OF BEGINNING "Q"**; thence N30°57'49"W, 69.94 feet; thence N03°38'12"W, 18.53 feet; thence S87°18'34"E, 6.42 feet; thence S05°26'06"E, 18.07 feet; thence S31°16'39"E, 67.54 feet; thence S67°52'39"W, 6.51 feet, **to the POINT OF BEGINNING "Q"**. All of the above containing 0.013 Acres.

And also, commencing at said **REFERENCE POINT "R"**; thence S42°25'17"E, 131.11 feet, **to the POINT OF BEGINNING "R"**; thence S67°53'40"E, 30.17 feet; thence S58°43'18"W, 33.09 feet, **for a REFERENCE POINT "S"**; thence N00°40'14"E, 28.54 feet, **to the Point of Beginning "R"**. All of the above containing 0.009 Acres.

And also, commencing at said **REFERENCE POINT "S"**; thence S29°53'25"E, 105.50 feet, **to the POINT OF BEGINNING "S"**; thence S87°24'33"E, 34.07 feet; thence S04°47'23"E, 99.13 feet; thence N87°16'36"E, 9.52 feet; thence S11°41'07"W, 61.38 feet; thence N83°37'46"W, 24.51 feet; thence S15°07'14"W, 52.08 feet; thence S65°45'14"E, 36.46 feet; thence S22°50'55"W, 91.96 feet; thence N44°57'36"W, 7.78 feet; thence N14°42'46"W, 17.00 feet; thence N02°51'13"W, 83.30 feet, **for a REFERENCE POINT "T"**; thence N02°47'12"W, 146.75 feet; thence N07°58'01"E, 44.81 feet; thence N54°55'51"E, 19.43 feet, **to the POINT OF BEGINNING "S"**. All of the above containing 0.309 Acres.

And also, commencing at **REFERENCE POINT "T"**; thence S44°44'15"W, 38.39 feet, **to the POINT OF BEGINNING "T"**; thence S01°45'43"E, 31.77 feet; thence S13°50'27"E, 37.36 feet; thence S25°30'45"E, 20.51 feet; thence S62°09'26"W, 71.76 feet, **for a REFERENCE POINT "U"**; thence N25°22'27"W, 98.05 feet; thence N70°03'27"E, 92.26 feet, **to the Point of Beginning "T"**. All of the above containing 0.166 Acres.

And also, commencing at **REFERENCE POINT "U"**; thence S84°02'48"E, 50.75 feet, **to the POINT OF BEGINNING "U"**; thence N57°34'11"E, 26.37 feet; thence S32°25'49"E, 20.00 feet; thence S57°34'11"W, 26.37 feet; thence N32°25'49"W, 20.00 feet, **to the POINT OF BEGINNING "U"**. All of the above containing 0.012 Acres.

And also, commencing at said **REFERENCE POINT "A"**; thence N02°55'53"W, 30.83 feet, along the said East line of Section 30; thence N87°04'27"E, 3.31 feet, **for a POINT OF BEGINNING "V"**; thence N06°49'19"W, 32.77 feet; thence N28°32'58"W, 25.56 feet; thence N02°16'36"E, 23.86 feet; thence N09°41'13"E, 27.63 feet; thence N02°12'35"E, 80.96 feet; thence N15°37'46"W, 20.42 feet; thence N02°36'43"E, 37.93 feet; thence S88°45'46"E, 8.20 feet; thence S01°10'37"E, 32.27 feet; thence N88°57'29"E, 40.63 feet; thence S05°12'10"W, 56.63 feet; thence S31°57'49"E, 16.39 feet; thence S73°34'39"E, 15.63 feet; thence



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TERRA

SECTION 29/30, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: NOT TO SCALE
DATE: 04/06/2021
JOB NO.: 15-030
DWG: 15-030ESMT-TR.DWG
DRAWN BY: DN
CHECK: DFR/JE
SHEET: 3 OF 4

EXHIBIT B

N69°08'04"E, 56.85 feet; thence N74°33'17"E, 35.15 feet; thence N41°07'28"E, 15.88 feet; thence N21°16'12"W, 67.60 feet; thence S80°41'18"W, 55.60 feet; thence N89°53'59"W, 33.70 feet; thence S45°30'33"W, 8.47 feet; thence N64°14'26"W, 8.80 feet; thence N00°32'07"W, 19.04 feet; thence N67°28'58"E, 38.38 feet; thence S89°52'02"E, 77.21 feet; thence S17°34'17"E, 87.62 feet; thence S22°57'35"W, 26.56 feet; thence S24°14'01"E, 16.03 feet; thence S73°01'18"E, 39.60 feet; thence N70°49'40"E, 108.83 feet; thence N46°25'20"E, 98.48 feet; thence N54°06'13"E, 117.89 feet, **for a REFERENCE POINT "W"**; thence S45°27'53"E, 21.61 feet; thence S72°50'36"E, 37.73 feet, to a point on the Subject Property line; the following five (5) course along said Subject Property line are as follow: 1) S38°21'57"W, 96.49 feet, 2) S03°49'24"E, 35.93 feet, 3) S86°21'32"W, 56.70 feet, 4) S38°57'31"W, 44.64 feet and 5) S02°26'55"E, 60.46 feet; thence S77°32'21"W, 181.28 feet; thence S73°48'17"W, 113.25 feet; thence S62°26'49"W, 49.48 feet; thence N15°36'52"W, 37.01 feet; thence S77°34'10"W, 43.22 **to the Point of Beginning "V"**. All of above containing 1.665 Acres.

And also, commencing at said **REFERENCE POINT "W"**; thence N65°27'18"E, 13.36 feet, **for a POINT OF BEGINNING "W"**; thence N16°32'40"W, 21.70 feet; thence N42°20'47"W, 17.56 feet; thence N09°48'36"W, 32.12 feet; thence N65°53'33"E, 40.29 feet; thence N43°55'50"E, 257.12 feet; thence N04°35'05"W, 68.82 feet; thence N37°12'16"E, 62.10 feet; thence S39°17'36"E, 64.94 feet; thence S06°20'51"E, 72.13 feet, to a point on Subject Property line; thence S38°21'57"W, 350.03 feet, along said Subject Property line; thence N78°20'21"W, 13.80 feet; thence S84°11'19"W, 30.43 feet; thence N45°29'36"W, 16.52 feet, **to the Point of Beginning "W"**. All of the above containing 0.812 Acres.

TREE PRESERVATION EASEMENT LEGAL DESCRIPTION



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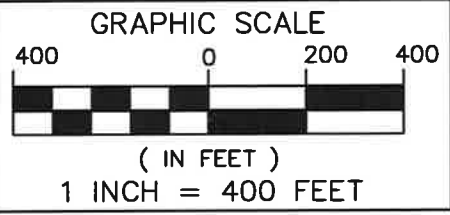
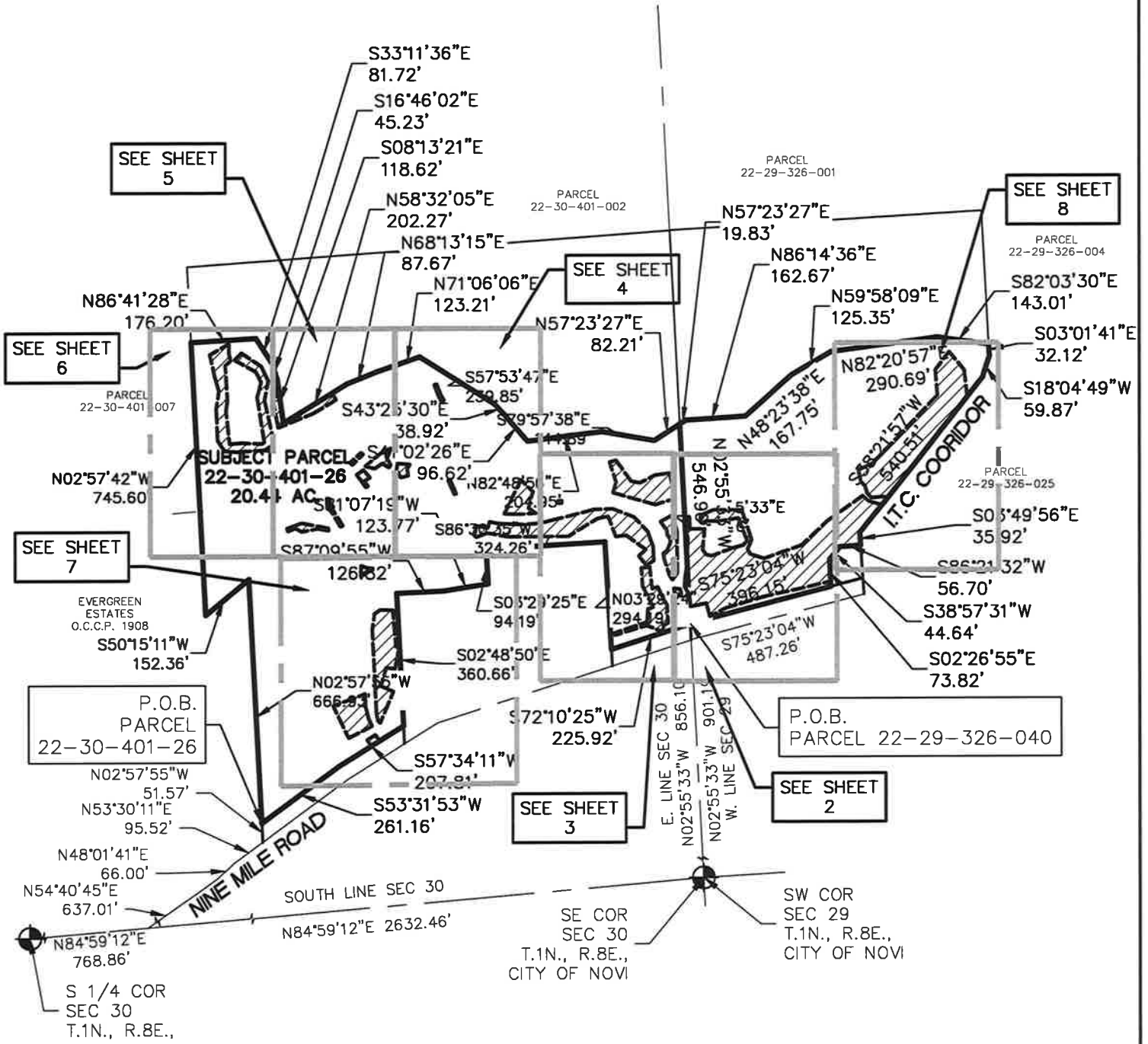
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TERRA

SECTION 29/30, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	NOT TO SCALE
DATE:	04/06/2021
JOB NO.:	15-030
DWG:	15-030ESMT-TR.DWG
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	4 OF 4

EXHIBIT C



SUBJECT PROPERTY AND SHEET INDEX

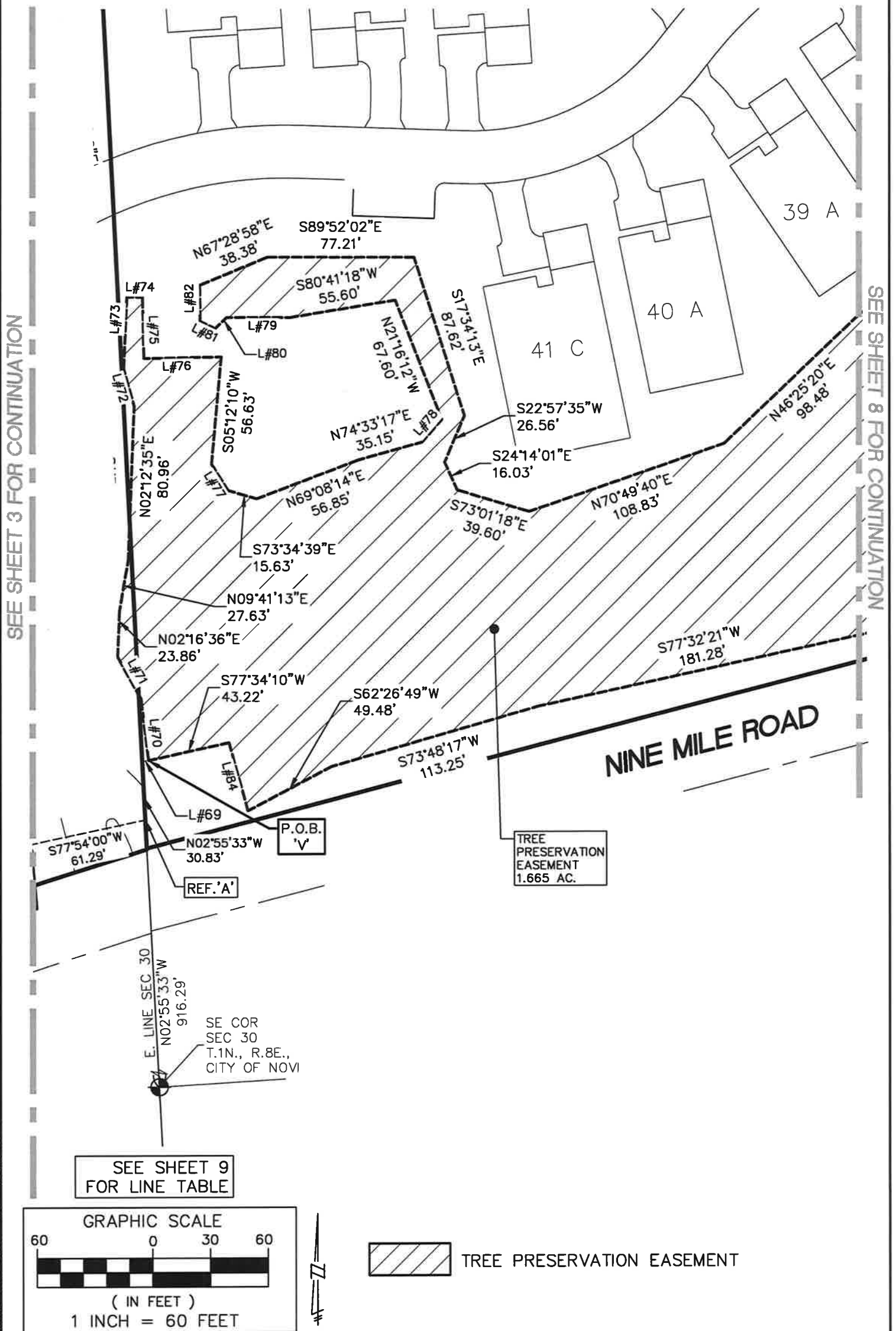
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TERRA
 SECTION 29/30, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 400'
DATE:	04/06/2021
JOB NO.:	15-030
DWG#:	15-030ESMT-TR.DWG
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	1 OF 9

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EXHIBIT C



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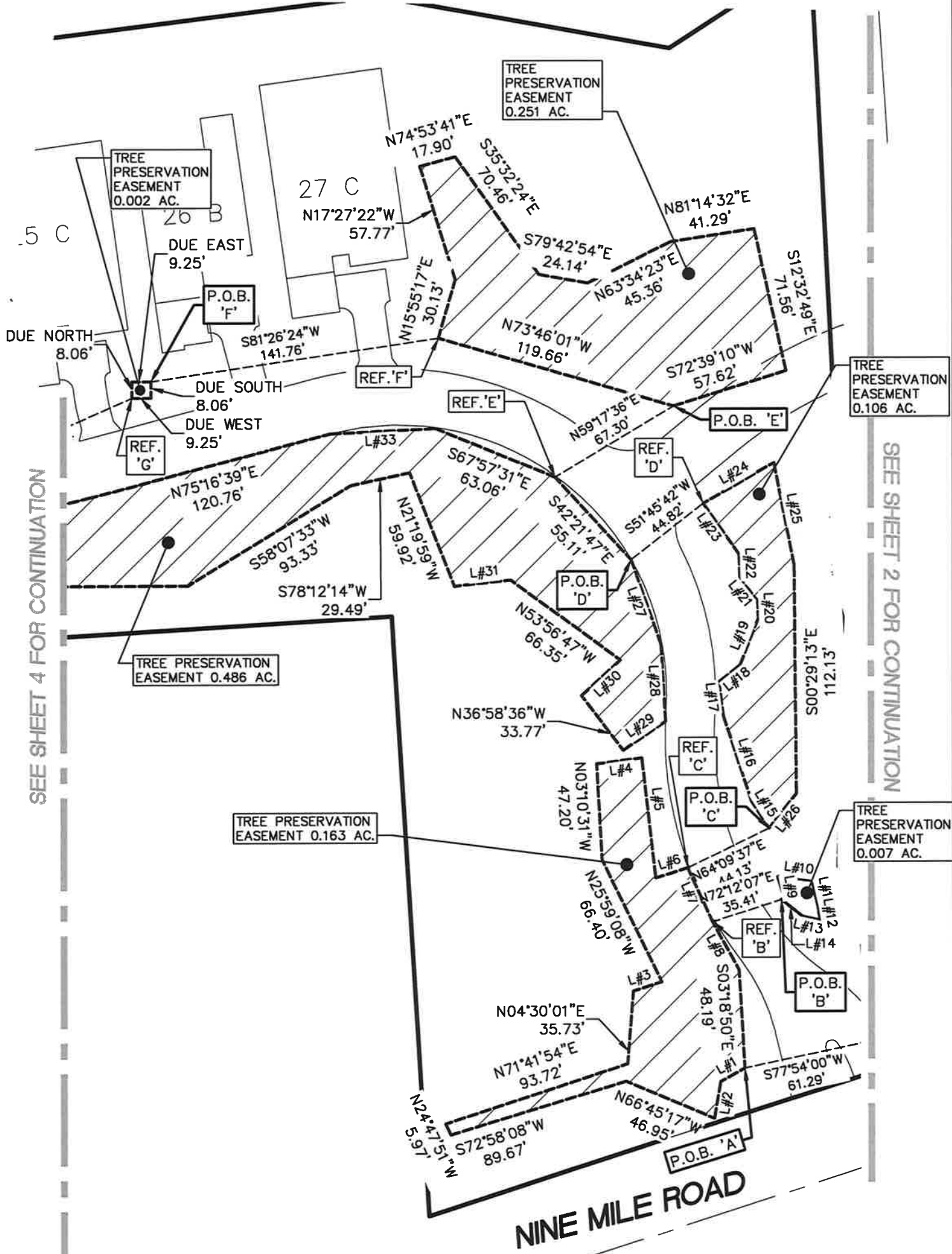
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TERRA

SECTION 29/30, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1"=60'
DATE:	04/06/2021
JOB NO.:	15-030
DWG:	15-030ESMT-TR.DWG
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	2 OF 9

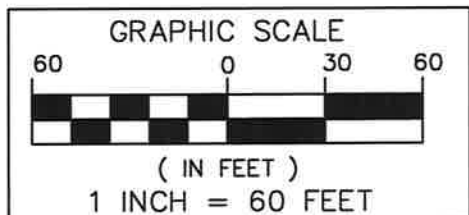
EXHIBIT C



SEE SHEET 4 FOR CONTINUATION

SEE SHEET 2 FOR CONTINUATION

SEE SHEET 9 FOR LINE TABLE



 TREE PRESERVATION EASEMENT



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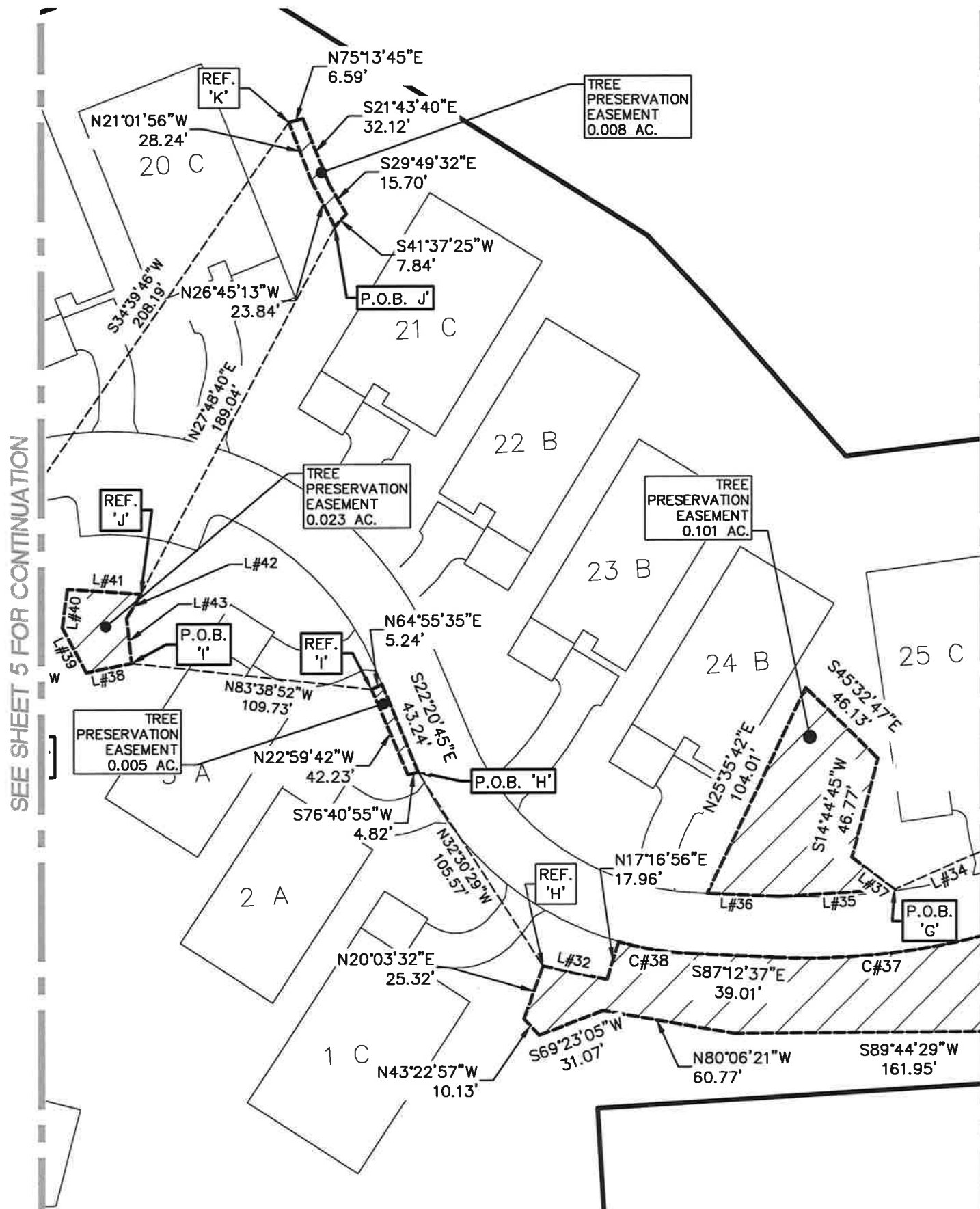
TERRA

SECTION 29/30, TOWN 1 NORTH,
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OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	04/06/2021
JOB NO.:	15-030
DWG: 15-030ESMT-TR.DWG	
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	3 OF 9

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EXHIBIT C

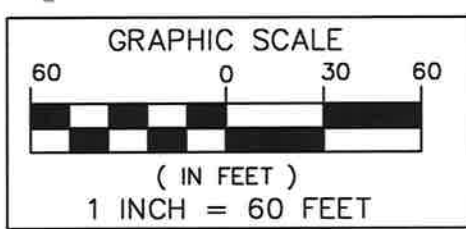


SEE SHEET 5 FOR CONTINUATION

SEE SHEET 3 FOR CONTINUATION

SEE SHEET 9 FOR LINE TABLE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#37	95.98'	314.00'	17°30'47"	N84°02'00"E	95.60'
C#38	33.49'	144.00'	13°19'35"	S80°32'49"E	33.42'



 TREE PRESERVATION EASEMENT

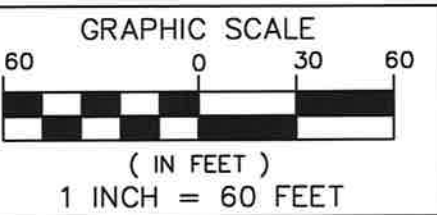
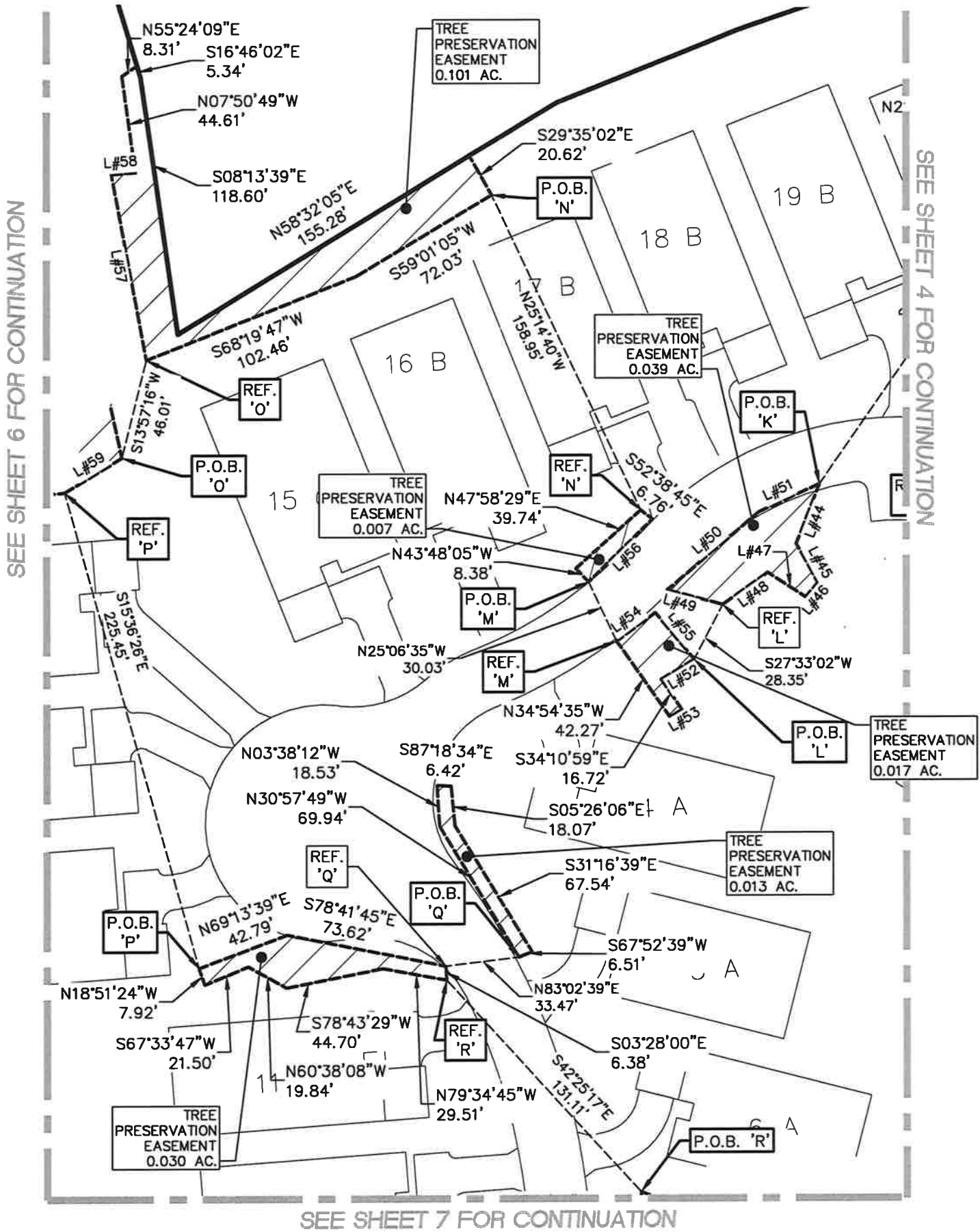
SEIBER, KEAST ENGINEERING, L.L.C.
 CONSULTING ENGINEERS
 100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
 PHONE: 248.308.3331 • EMAIL: INFO@SEIBERKEAST.COM

TERRA
 SECTION 29/30, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	04/06/2021
JOB NO.:	15-030
DWG:	15-030ESMT-TR.DWG
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	4 OF 9

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EXHIBIT C



 TREE PRESERVATION EASEMENT



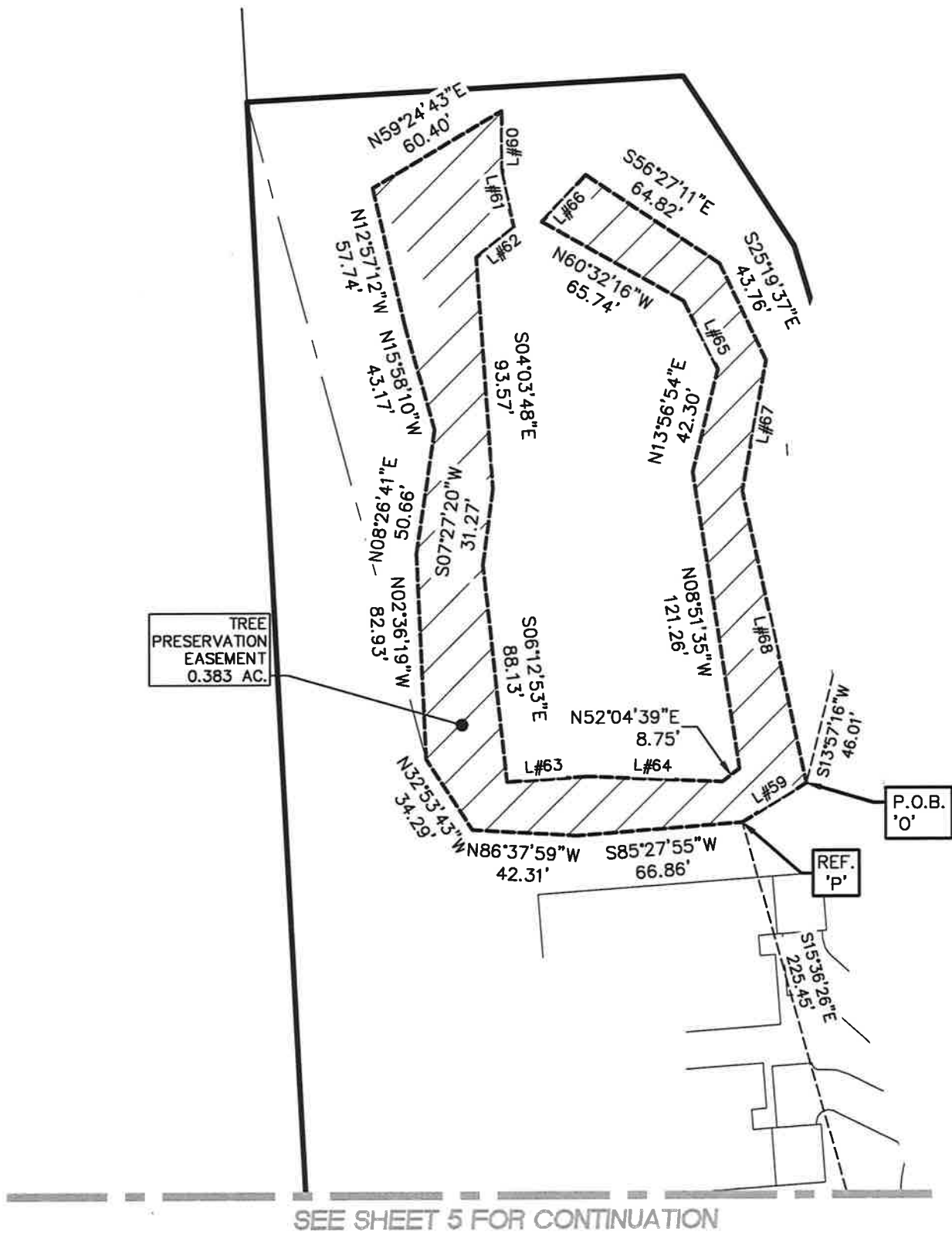
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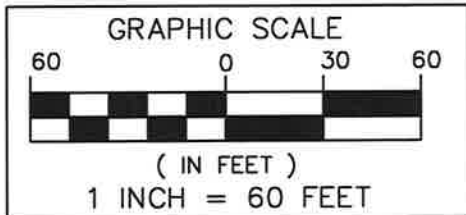
EXHIBIT C



SEE SHEET 5 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION

SEE SHEET 9 FOR LINE TABLE



 TREE PRESERVATION EASEMENT



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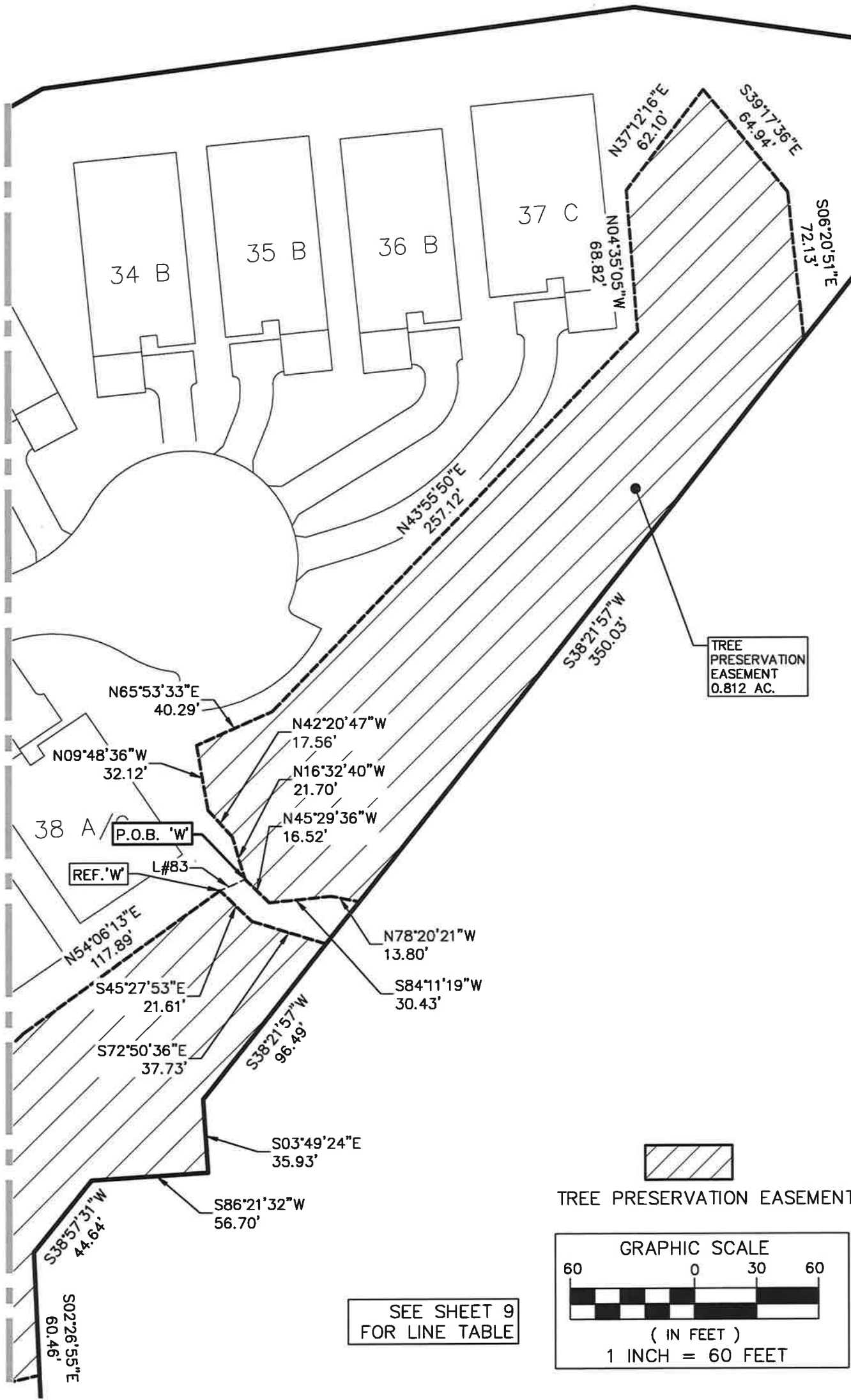
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SCALE:	1" = 60'
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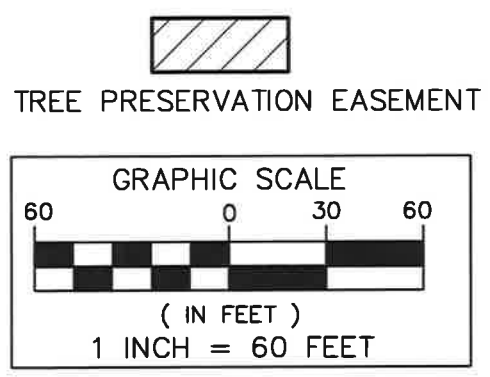
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EXHIBIT C

SEE SHEET 2 FOR CONTINUATION



SEE SHEET 9 FOR LINE TABLE



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TERRA

SECTION 29/30, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 60'
DATE:	04/06/2021
JOB NO.:	15-030
DWG#:	15-030ESMT-TR.DWG
DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	8 OF 9

EXHIBIT C

LINE TABLE		
LINE #	DIRECTION	LENGTH
L#1	S61°01'11"W	13.56'
L#2	S09°33'48"W	18.50'
L#3	N72°01'06"E	14.65'
L#4	N82°20'19"E	22.30'
L#5	S06°29'51"E	59.31'
L#6	N72°45'14"E	16.39'
L#7	S24°34'15"E	29.14'
L#8	S28°45'34"E	26.88'
L#9	N09°14'49"W	11.45'
L#10	S83°07'24"E	16.88'
L#11	S12°36'39"E	12.87'
L#12	S08°46'15"E	6.91'
L#13	N77°36'29"W	8.69'
L#14	N51°19'03"W	13.19'
L#15	N32°33'27"W	15.80'
L#16	N17°59'28"W	44.11'
L#17	N07°16'51"W	16.84'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L#18	N51°36'30"E	13.14'
L#19	N21°22'53"E	24.44'
L#20	N02°00'00"W	8.54'
L#21	N38°14'41"W	14.01'
L#22	N01°48'22"W	11.91'
L#23	N34°52'20"W	30.69'
L#24	N60°13'29"E	39.87'
L#25	S11°07'18"E	51.16'
L#26	S38°24'46"W	21.69'
L#27	S19°19'49"E	43.95'
L#28	S03°22'58"E	37.60'
L#29	S55°31'08"W	25.18'
L#30	N47°35'51"E	25.71'
L#31	S83°53'18"W	27.58'
L#32	S78°09'12"E	29.84'
L#33	N87°10'36"E	51.59'
L#34	S66°14'26"W	67.40'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L#35	S86°40'21"W	52.45'
L#36	N87°13'30"W	32.91'
L#37	S52°26'57"E	24.31'
L#38	S78°20'49"W	20.88'
L#39	N28°03'15"W	23.16'
L#40	N07°13'33"E	17.88'
L#41	S86°06'24"E	33.47'
L#42	S30°05'34"W	12.92'
L#43	S06°03'35"E	20.62'
L#44	S21°08'55"W	29.16'
L#45	S28°47'21"E	20.27'
L#46	S39°34'24"W	8.58'
L#47	N56°45'48"W	20.74'
L#48	S54°26'18"W	25.18'
L#49	N75°04'40"W	26.13'
L#50	N49°42'15"E	54.63'
L#51	N65°09'23"E	30.46'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L#52	S58°41'09"W	17.58'
L#53	S59°10'51"W	6.38'
L#54	N53°28'06"E	21.88'
L#55	S39°33'02"E	27.82'
L#56	S45°32'50"W	40.76'
L#57	N10°35'41"W	86.01'
L#58	N85°34'42"E	10.92'
L#59	S58°28'17"W	30.44'
L#60	S00°32'33"E	25.88'
L#61	S12°39'38"E	21.30'
L#62	S51°26'21"W	19.52'
L#63	N86°12'21"E	32.92'
L#64	S87°38'01"E	54.16'
L#65	N26°16'24"W	31.07'
L#66	N43°22'38"E	25.80'
L#67	S10°29'54"W	53.12'
L#68	S12°15'01"E	121.02'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L#69	N87°04'27"E	3.31'
L#70	N06°49'19"W	32.77'
L#71	N28°32'58"W	25.56'
L#72	N15°37'46"W	20.42'
L#73	N02°36'43"E	37.93'
L#74	S88°45'46"E	8.20'
L#75	S01°10'37"E	32.27'
L#76	N88°57'29"E	40.63'
L#77	S31°57'49"E	16.39'
L#78	N41°07'28"E	15.88'
L#79	N89°53'59"W	33.70'
L#80	S45°30'33"W	8.47'
L#81	N64°14'26"W	8.80'
L#82	N00°32'07"W	19.04'
L#83	N65°27'18"E	13.36'
L#84	N15°36'52"W	37.01'



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CONSULTING ENGINEERS

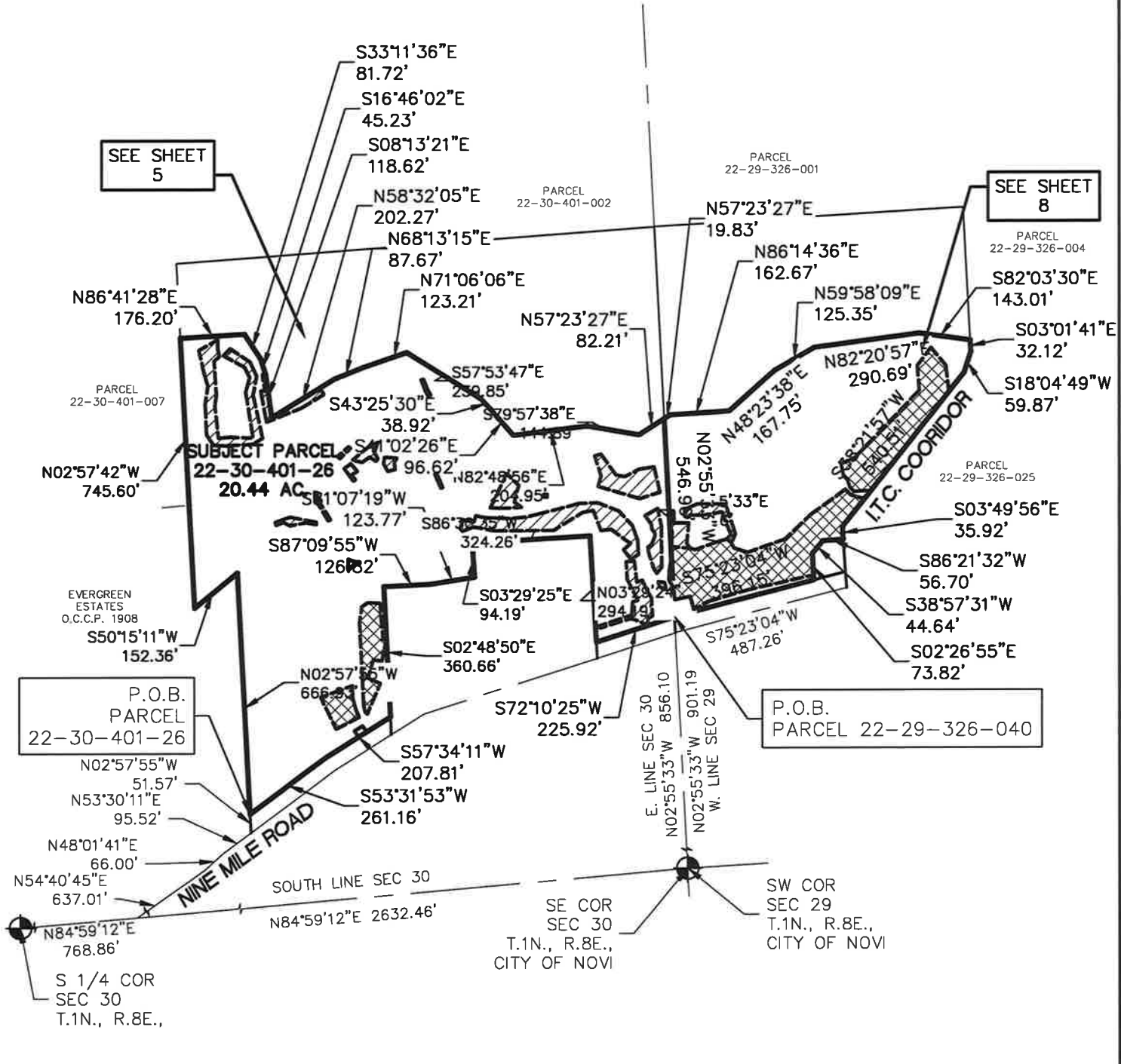
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TERRA

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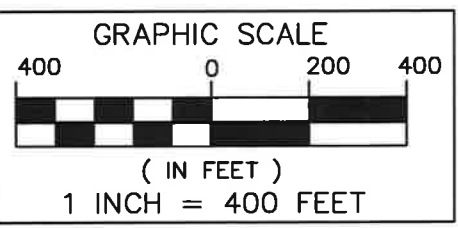
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JOB NO.: 15-030
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SHEET: 9 OF 9

EXHIBIT D



P.O.B. PARCEL 22-30-401-26

P.O.B. PARCEL 22-29-326-040



- TREE PRESERVATION EASEMENT AREA 'A'
- TREE PRESERVATION EASEMENT AREA 'B'

SUBJECT PROPERTY AND SHEET INDEX

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 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 400'
DATE:	04/06/2021
JOB NO.:	15-030
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DRAWN BY:	DN
CHECK:	DFR/JE
SHEET:	1 OF 1

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ATTORNEY'S APPROVAL LETTER
Wetland Conservation Easement

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

May 14, 2021

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

RE: Terra JSP 17-52
Wetland Conservation Easement

Dear Ms. McBeth:

We have received and reviewed the revised Wetland Conservation Easement for the Terra Condominium Development. The Wetland Conservation Easement has been provided for the purpose of protecting the remaining wetlands within the development. The Wetland Conservation Easement has been provided in the City's standard format, is consistent with the title search provided, and is acceptable as revised. The exhibits have been approved by the City's Consulting Engineer. The Wetland Conservation Easement may be placed on an upcoming City Council Agenda for acceptance. Once approved, the Wetland Conservation Easement should be executed by the City and recorded with the Oakland County Register of Deeds in the usual manner.

Please feel free to contact me with any questions or concerns in regard to this matter.

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.

Elizabeth Kudla Saarela

EKS
Enclosures

Barb McBeth, City Planner
City of Novi
May 14, 2021
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosure)
Barb McBeth, City Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Christian Carroll, Planner (w/Enclosure)
Madeleine Daniels, Planning Assistant (w/Enclosure)
Rick Meader, Landscape Architect (w/Enclosure)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Kate Richardson, Project Engineer (w/Enclosure)
Rebecca Runkel, Project Engineer (w/Enclosure)
Victor Boron, Project Engineer (w/Enclosure)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosure)
Mark Guidobono, Jr., Cambridge Homes (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

ATTORNEY'S APPROVAL LETTER
Tree Preservation Easement

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

May 14, 2021

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

RE: Terra JSP 17-52
Tree Preservation Easement

Dear Ms. McBeth:

We have received and reviewed the final executed Tree Preservation Easement for the Terra Condominium Development. The Tree Preservation Easement has been provided for the purpose of protecting remaining woodlands and tree preservation areas within the Development. The Tree Preservation Easement allows maintenance of landscape areas as set forth in the approved landscape plan for the Development that are within the Tree Preservation Easement. The Tree Preservation Easement is satisfactory for the purpose provided. The exhibits have been approved by the City's Consulting Engineer. The Tree Preservation Easement may be placed on an upcoming City Council Agenda for acceptance. Once accepted, it should be executed by the City and recorded with the Oakland County Register of Deeds in the usual manner.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

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

Elizabeth Kudla Saarela

EKS
Enclosures

Barb McBeth, City Planner
City of Novi
May 14, 2021
Page 2

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Mark Guidobono, Jr., Cambridge Homes (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

ENGINEERING CONSULTANT'S APPROVAL LETTER
Wetland Conservation Easement & Tree
Preservation Easement

May 7, 2021

Barb McBeth, Planning Director
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Terra (fka Villa D'Este) - Planning Document Review
Novi JSP17-0052
SDA Job No. NV19-203
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document package received by our office on May 4, 2021 against the submitted plan set. We offer the following comments:

Submitted Documents:

1. Wetland Conservation Easements – (executed 5/3/2021: exhibit dated 08/19/2020)
Exhibits Approved.
2. Tree Preservation Easements – (executed 5/3/2021: exhibit dated 04/06/2021)
Exhibits Approved.

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

Sincerely,
SPALDING DEDECKER



Mike Freckelton, EIT
Engineer

Cc (via Email): Lindsay Bell, City of Novi
Victor Boron, City of Novi
Madeleine Daniels, City of Novi
Christian Carroll, City of Novi
Sarah Marchioni, City of Novi
Ted Meadows, Spalding DeDecker
Kate Richardson, City of Novi
Beth Saarela, Johnson, Rosati, Schultz, Amtsbuechler
Taylor Reynolds, Spalding DeDecker