



**CITY OF NOVI CITY COUNCIL**  
**OCTOBER 25, 2021**

**SUBJECT:** Acceptance of a Tree Preservation Easement from Cambridge of Novi, LLC for preservation of woodland trees being offered as a part of JSP21-12 Terra Phase 2, 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 woodland permit for phase 1A was approved by the Planning Commission on March 10, 2021, and the woodland replacement trees were approved administratively for planting in Phase 2 Final Site Plan on June 10, 2021.

The applicant is offering a Tree Preservation Easement for the purpose of protecting the woodland replacement trees from destruction and disturbance. The trees within the easement 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. The easement areas, described in Exhibit B and graphically shown in Exhibit C of the easement document, are the areas being preserved. The proposed tree preservation areas total approximately 0.658 acres.

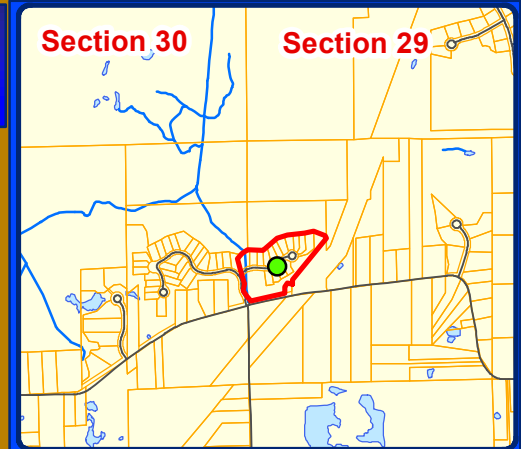
The easements have been reviewed by the City's professional staff and consultants. The easements are in a form acceptable to the City Attorney's office for consideration and acceptance by the City Council.

**RECOMMENDED ACTION:**

Acceptance of a Tree Preservation Easement from Cambridge of Novi, LLC for preservation of woodland trees being offered as a part of JSP21-12 Terra Phase 2, 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  
Conservation Easement Areas

# JSP21-12 TERRA PHASE 2 TREE PRESERVATION EASEMENT



### LEGEND

- Subject Property
- Approximate Preservation Easement Areas



## City of Novi

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

Map Author: Lindsay Bell  
Date: 10/18/2021  
Project: Terra Phase 2  
Version #: 1

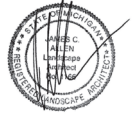


### MAP INTERPRETATION NOTICE

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.

**SITE PLAN**

Seal:



Title:  
**Landscape Plan**  
 Phase 2

Project:

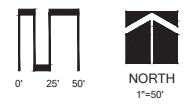
Terra  
 Novi, MI

Prepared for:  
 Cambridge Homes  
 47765 Bellagio  
 Northville, Michigan 48167

Revision:	Issued:
Review	October 5, 2018
Revised	January 16, 2019
Revised	February 26, 2019
Revised	March 2, 2021
Revised	March 19, 2021
Revised	June 1, 2021

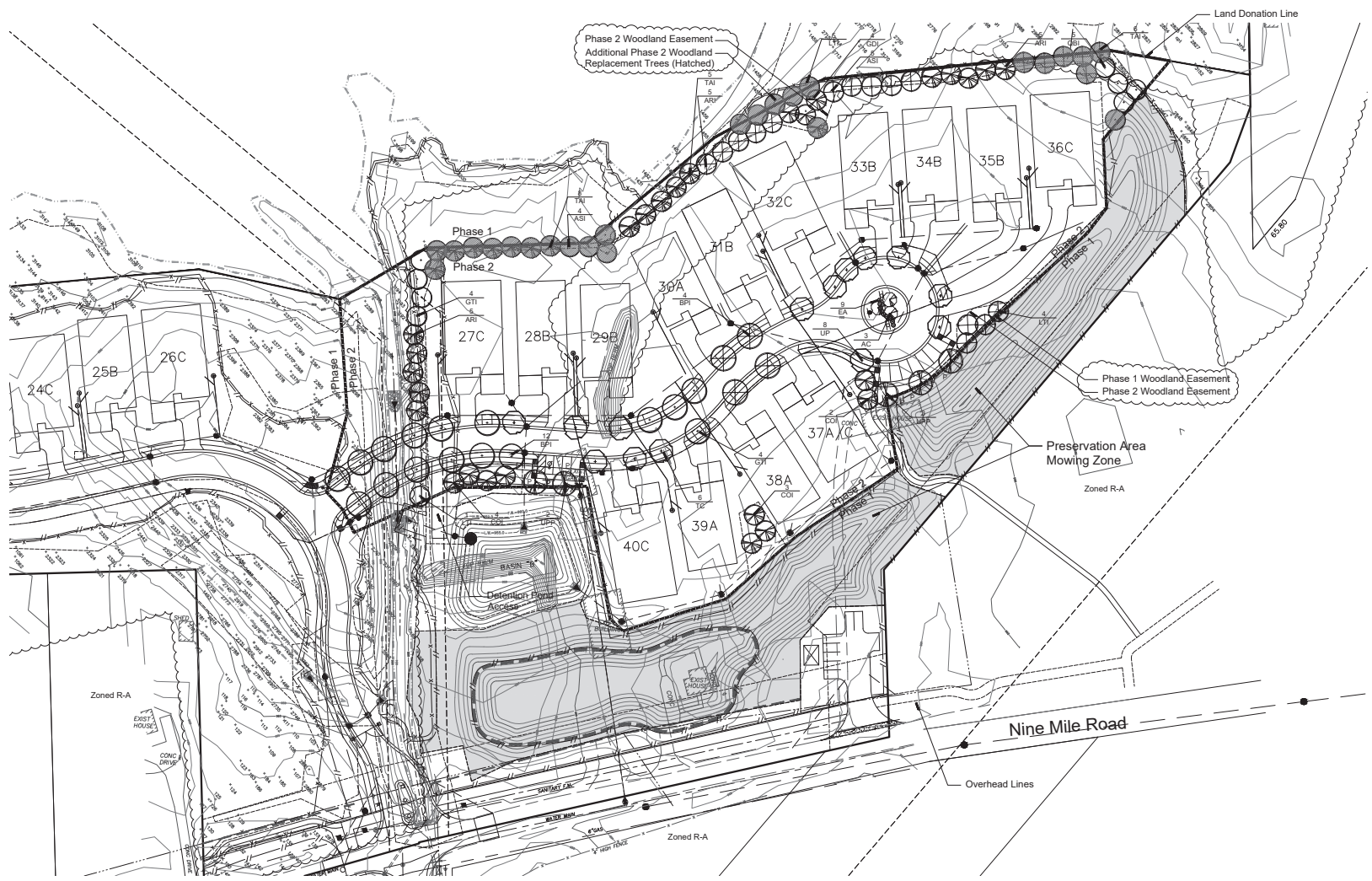
Job Number:  
 16-008

Drawn By: jca  
 Checked By: jca



Sheet No.

L-6



**Landscape Summary**

Street Trees  
 Unit Trees 14 Units  
 Trees Required 14 Trees (1 per unit)  
 Trees Provided 14 Trees

Parking Lot Landscaping  
 Parking Lot Perimeter 186 l.f.  
 Trees Required 5 Trees (186 / 35)  
 Trees Provided 5 Trees

Woodland Replacement for Phases 1 and 2  
 Phase 1 and 2A Replacement Required 810 Trees  
 Total Trees Provided in Phase 1 715 Trees  
 Remaining Replacement Trees 95 Trees  
 Trees Provided in Phase 2 95 Trees  
 Trees to be Paid into Fund 0 Trees

- Notes:
- Trees Shall be Planted 10' from Utility Structures Including Hydrants
  - Snow Shall be Deposited Adjacent to Drives and within the Curb Lawn
  - Transformers to be Screened per Detail on Sheet L-5
  - Plants Listed on the City's Prohibited Species List Shall not be Used in Unit Plantings

**Plant List**

SYM.	QTY	IDENTICAL NAME	COMMON NAME	CALIBER	SPECIES	USE	HEIGHT	PRICE	TOTAL	SPECIES	GENUS	NATIVE	TOTAL
<b>WOODLAND REPLACEMENT TREES</b>													
ASB	15	Acer rubrum	Red Maple	2.5"	as shown	BBB		\$ 600.00	\$ 9,000.00				
AS	9	Aster multiflorus	Star Magnolia	2.5"	as shown	BBB		\$ 400.00	\$ 3,600.00				
BP1	18	Betula papyrifera 'Snowy'	Canada Birch, Multi Stem		as shown	BBB	12'	\$ 400.00	\$ 7,200.00				
CC2	9	Celtis occidentalis	Northern Hackberry		as shown	BBB		\$ 400.00	\$ 3,600.00				
GD 4	4	Germankissia discolor	Hortensia Cucumber	2.5"	as shown	BBB		\$ 400.00	\$ 1,600.00				
GD 2	4	Quercus bicolor	Thornless Whiteoak	2.5"	as shown	BBB		\$ 400.00	\$ 1,600.00				
LT 10	10	Lonicera japonica	Tulip Tree	2.5"	as shown	BBB		\$ 400.00	\$ 4,000.00				
QW 15	15	Quercus bicolor	Shining White Oak	2.5"	as shown	BBB		\$ 400.00	\$ 6,000.00				
TA1	19	Tilia americana	Basswood	2.5"	as shown	BBB		\$ 400.00	\$ 7,600.00				
BT	89	Replacement Street											
<b>LINE AND STREET TREES</b>													
TA	3	Tilia americana 'Redmond'	Redmond Linden	3.0"	as shown	BBB		\$ 400.00	\$ 1,200.00	27%		1	1
LP	8	Liriodendron tulipifera	Flowering Elm	3.0"	as shown	BBB		\$ 400.00	\$ 3,200.00	36%		1	1
<b>PARKING LOT TREES</b>													
LP1	15	Liriodendron tulipifera	Flowering Elm	3.0"	as shown	BBB		\$ 400.00	\$ 6,000.00	23%	99%	1	1
<b>CLIPPER TREES</b>													
AC	3	Amelanchier canadensis	Snowcherry	2.5"	as shown	BBB		\$ 250.00	\$ 750.00	14%	14%	1	1
EA	9	Eurytemora alata Compacta	Compact Burning Bush	as shown	3P			\$ 50.00	\$ 450.00				
<b>MATERIALS</b>													
485 x 4" Deep Shredded Hardwood Bark Mulch									\$20/y	\$ 16,875.00	Total	3	5
956 Steel									\$24/y	\$ 2,370.00	% Native		60%
2,400 Steel									\$33/y	\$ 7,920.00			
Ingration										\$ 2,000.00			
<b>L2 TOTAL</b>										\$ 78,695.00			

**Preservation Area Mowing Instructions**

The Below Statement Applies to the Hatched and Noted Preservation Area as Shown Above.  
 "...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 of the easterly berm tall fescue grass and around the detention basins is permitted only after July 14th. Mowing Shall Occur no More than 2 (two) Times a Year."

**ATTORNEY'S APPROVAL LETTER**

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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

October 8, 2021

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

**RE: Terra – Phase 2 - JSP 17-52  
Woodland Conservation Easement for Woodland Replacement**

Dear Ms. McBeth:

We have received and reviewed the original executed Woodland Conservation Easement for the Phase 2 of the Terra Development. The Woodland Conservation Easement is consistent with the Woodland Conservation Easement for Phase 1, including the same terms and conditions. The Woodland Conservation Easement is in the City's standard easement format and is consistent with the title commitment provided. The Exhibits have been reviewed and approved by the City's Consulting Engineer. The Woodland Conservation Easement may be placed on an upcoming City Council agenda for acceptance.

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 a horizontal line.

Elizabeth Kudla Saarela

EKS  
Enclosures

Barb McBeth, City Planner

October 8, 2021

Page 2

C: Cortney Hanson, Clerk (w/Original Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Lindsay Bell, Planner (w/Enclosures)  
Christian Carroll, Planner (w/Enclosures)  
Madeleine Kopko, Planner (w/Enclosures)  
Ben Peacock, Planning Assistant (w/Enclosures)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)  
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)  
Ben Croy, City Engineer (w/Enclosures)  
Kate Purpura, Project Engineer (w/Enclosures)  
Rebecca Runkel, Project Engineer (w/Enclosures)  
Victor Boron, Project Engineer (w/Enclosures)  
Humna Anjum, Project Engineer (w/Enclosures)  
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)  
Melissa Morris, Administrative Assistant (w/Enclosures)  
Mark Guidobono, Jr., Cambridge Homes (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)



**ENGINEERING CONSULTANT'S APPROVAL LETTER**

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October 7, 2021

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

Re: Terra Phase 2 - Planning Document Review  
Novi # JSP17-0052/JSP21-0012  
SDA Job No. NV21-209  
**EXHIBITS APPROVED**

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on September 28, 2021 against the current submitted plan set. We offer the following comments:

**Submitted Documents:**

1. Tree Preservation Easement – (executed 09/28/2021: exhibit dated 4/9/2021)  
Exhibits Approved.

The exhibits do not require further revisions for review. The draft exhibits are approved and ready for execution and City Council acceptance.

Sincerely,

**SPALDING DEDECKER**



Mike Freckelton, PE  
Project Engineer

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

**EXECUTED CONSERVATION EASEMENT**

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## TREE PRESERVATION EASEMENT

THIS TREE PRESERVATION EASEMENT ("Conservation Easement") made this 28 day of September, 2021, by and between Cambridge of Novi, LLC, a Michigan limited liability company, hereinafter referred to as the "Developer", whose post office address is 49426 Villa Drive, Novi, Michigan 48374 (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 14<sup>th</sup> 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

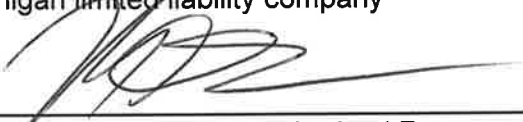
made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Grantor, and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection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

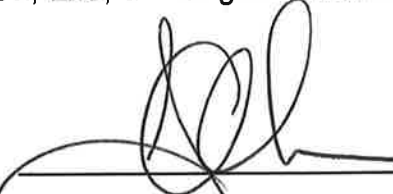
8. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement as of the day and year first above set forth.

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 28th day of September, 2021, 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.

  
Notary Public, State of Michigan, Oakland County  
My commission expires: 10-21-2027  
Acting in Oakland County, Michigan

**JANEL E. ABRAM**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES 6/27/2027  
Acting in the County of Oakland

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 \_\_\_\_\_, 2021, 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

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

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 ON THE NORTHERLY RIGHT-OF-WAY 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.

PARCEL 22-30-401-026

**LEGAL DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT**

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 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, TO THE NORTHERLY RIGHT-OF-WAY OF SAID NINE MILE ROAD; THENCE S 75°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.

PARCEL 22-29-326-040

*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:	04/09/2021
JOB NO.:	15-030
DWG#:	030ESMT-TR-PH2.DWG
DRAWN BY:	DFR
CHECK:	JE
SHEET:	1 OF 1

C:\Users\kmoore\Documents\TERRA\22-29-326-040\22-29-326-040.dwg 6/8/2021 10:38 AM



# EXHIBIT B

## TREE PRESERVATION EASEMENT (PHASE 2)

### 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 North 02°55'33" West, 1196.06 feet, along the East line of said Section 30, for a POINT OF BEGINNING 'A'; thence North 81°49'38" West, 31.44 feet; thence South 60°13'29" West, 39.87 feet; thence North 27°43'26" West, 9.46 feet, for a REFERENCE POINT 'A'; thence North 50°48'29" East, 27.02 feet; thence 155.41 feet along a curve to the right, said curve having a radius of 216.00 feet, a central angle of 41°13'24" and a chord bearing and distance of North 71°25'11" East, 152.08 feet; thence South 87°58'07" East, 13.76 feet; thence South 00°07'58" West, 41.26 feet; thence North 89°52'02" West, 30.10 feet; thence South 67°28'58" West, 38.38 feet; thence South 87°04'27" West, 43.13 feet, to the Point of Beginning 'A'. All of the above containing 0.148 Acres.

And also, commencing at said REFERENCE POINT 'A'; thence North 35°00'38" West, 28.07 feet, for a POINT OF BEGINNING 'B'; thence North 39°11'31" West, 10.00 feet; thence North 50°48'29" East, 24.97 feet; thence 80.25 feet along a curve to the right, said curve having a radius of 254.00 feet, a central angle of 18°06'06" and a chord bearing and distance of North 59°51'32" East, 79.91 feet, to a point on the East line of said Section 30; thence North 02°55'33" West, 172.27 feet, along the East line of said Section 30, to a point on the Northerly line of Subject Property; thence the following (5) courses along the Northerly line of said Subject Property, (1) North 57°23'27" East, 19.83 feet; (2) North 86°14'36" East, 162.67 feet; (3) North 48°23'38" East, 167.75 feet; (4) North 59°58'09" East, 125.35 feet and (5) North 82°20'57" East, 290.69 feet; thence South 40°03'48" East, 52.17 feet; thence South 37°12'16" West, 62.10 feet; thence North 04°35'05" West, 58.15 feet; thence South 82°20'57" West, 12.49 feet; thence North 23°12'49" West, 20.76 feet; thence South 82°20'57" West, 53.79 feet; thence South 78°22'32" West, 80.46 feet; thence South 84°12'39" West, 50.00 feet; thence South 82°56'03" West, 65.04 feet; thence South 17°20'24" West, 38.77 feet; thence South 59°30'50" West, 11.37 feet; thence North 78°25'48" West, 38.24 feet; thence South 62°10'12" West, 60.00 feet; thence South 24°54'54" West, 18.87 feet; thence South 56°27'33" West, 50.25 feet; thence South 27°19'58" West, 12.98 feet; thence South 54°22'31" West, 54.81 feet; thence South 31°39'18" West, 25.58 feet; thence North 60°27'59" West, 13.08 feet; thence South 86°11'20" West, 155.31 feet; thence South 22°47'11" West, 27.78 feet; thence South 17°25'25" West, 21.62 feet; thence South 03°45'25" East, 120.53 feet; thence South 57°23'23" East, 22.23 feet, for a REFERENCE POINT 'B'; thence 109.06 feet along a curve to the left, said curve having a radius of 244.00 feet, a central angle of 25°36'35" and a chord bearing and distance of South 63°36'47" West, 108.16 feet; thence South 50°48'29" West, 24.97 feet, to the Point of Beginning 'B'. All of the above containing 0.395 Acres.

And also, commencing at said REFERENCE POINT 'B'; thence 36.92 feet along a curve to the right, said curve having a radius of 244.00 feet, a central angle of 08°40'14" and a chord bearing and distance of North 80°45'11" East, 36.89 feet, for a POINT OF BEGINNING 'C'; thence North 03°44'15" West, 10.00 feet; thence 10.00 feet along a curve to the right, said curve having a radius of 254.00 feet, a central angle of 02°15'21" and a chord bearing and distance of North 86°15'45" East, 10.00 feet; thence South 03°44'15" East, 10.00 feet, for a REFERENCE POINT 'C'; thence 10.00 feet along a curve to the right, said curve having a radius of 244.00 feet, a central angle of 02°20'54" and a chord bearing and distance of South 86°15'45" West, 10.00 feet, to the Point of Beginning 'C'. All of the above containing 0.002 Acres.

And also, commencing at said REFERENCE POINT 'C'; thence 19.57 feet along a curve to the right, said curve having a radius of 244.00 feet, a central angle of 04°35'41" and a chord bearing and distance of North 89°44'02" East, 19.56 feet; thence South 87°58'07" East, 85.85 feet; thence 51.21 feet along a curve to the left, said curve having a radius of 126.00 feet, a central



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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:	04/09/2021
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DWG#:	030ESMT-TR-PH2.DWG
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SHEET:	1 OF 2

## EXHIBIT B

angle of  $23^{\circ}17'18''$  and a chord bearing and distance of North  $80^{\circ}23'14''$  East, 50.86 feet, for a POINT OF BEGINNING 'D'; thence North  $23^{\circ}31'52''$  West, 10.01 feet; thence 60.88 feet along a curve to the left, said curve having a radius of 116.00 feet, a central angle of  $30^{\circ}04'21''$  and a chord bearing and distance of North  $53^{\circ}54'11''$  East, 60.19 feet; thence South  $48^{\circ}39'46''$  East, 10.01 feet, for a REFERENCE POINT 'D'; thence 65.27 feet along a curve to the right, said curve having a radius of 126.00 feet, a central angle of  $29^{\circ}40'49''$  and a chord bearing and distance of South  $53^{\circ}54'11''$  West, 64.54 feet, to the Point of Beginning 'D'. All of the above containing 0.014 Acres.

And also, commencing at said REFERENCE POINT 'D'; thence 4.34 feet along a curve to the left, said curve having a radius of 126.00 feet, a central angle of  $01^{\circ}58'23''$  and a chord bearing and distance of North  $38^{\circ}04'35''$  East, 4.34 feet; thence 29.89 feet along a curve to the right, said curve having a radius of 244.00 feet, a central angle of  $07^{\circ}01'11''$  and a chord bearing and distance of North  $40^{\circ}36'00''$  East, 29.88 feet, for a POINT OF BEGINNING 'E'; thence North  $44^{\circ}42'58''$  West, 10.00 feet; thence 45.74 feet along a curve to the right, said curve having a radius of 254.00 feet, a central angle of  $10^{\circ}19'02''$  and a chord bearing and distance of North  $49^{\circ}18'53''$  East, 45.68 feet; thence South  $36^{\circ}39'16''$  East, 10.00 feet, for a REFERENCE POINT 'E'; thence 44.33 feet along a curve to the left, said curve having a radius of 244.00 feet, a central angle of  $10^{\circ}24'35''$  and a chord bearing and distance of South  $49^{\circ}18'53''$  West, 44.27 feet, to the Point of Beginning 'E'. All of the above containing 0.010 Acres.

And also, commencing at said REFERENCE POINT 'E'; thence South  $32^{\circ}09'50''$  East, 28.05 feet, for a POINT OF BEGINNING 'F'; thence South  $37^{\circ}14'14''$  East, 10.00 feet, for a REFERENCE POINT 'F'; thence 51.28 feet along a curve to the left, said curve having a radius of 206.00 feet, a central angle of  $14^{\circ}15'43''$  and a chord bearing and distance of South  $47^{\circ}01'21''$  West, 51.14 feet; thence North  $48^{\circ}43'03''$  West, 10.00 feet, for a REFERENCE POINT 'H'; thence 53.28 feet along a curve to the right, said curve having a radius of 216.00 feet, a central angle of  $14^{\circ}07'59''$  and a chord bearing and distance of North  $47^{\circ}01'21''$  East, 53.15 feet, to the Point of Beginning 'F'. All of the above containing 0.012 Acres.

And also, commencing at said REFERENCE POINT 'F'; thence South  $80^{\circ}42'44''$  East, 74.50 feet, for a POINT OF BEGINNING 'G'; thence North  $55^{\circ}53'59''$  East, 25.00 feet; thence South  $34^{\circ}06'01''$  East, 35.00 feet, for a REFERENCE POINT 'G'; thence South  $55^{\circ}53'59''$  West, 25.00 feet; thence North  $34^{\circ}06'01''$  West, 35.00 feet, to the Point of Beginning 'G'. All of the above containing 0.020 Acres.

And also, commencing at said REFERENCE POINT 'G'; thence North  $54^{\circ}07'09''$  East, 85.17 feet, for a POINT OF BEGINNING 'H'; thence North  $02^{\circ}32'06''$  West, 27.59 feet; thence North  $43^{\circ}55'50''$  East, 23.27 feet; thence North  $77^{\circ}51'39''$  East, 35.83 feet; thence South  $43^{\circ}55'50''$  West, 72.00 feet, to the Point of Beginning 'H'. All of the above containing 0.022 Acres.

And also, commencing at said REFERENCE POINT 'H'; thence 10.80 feet along a curve to the left, said curve having a radius of 216.00 feet, a central angle of  $02^{\circ}51'58''$  and a chord bearing and distance of South  $38^{\circ}31'23''$  West, 10.80 feet; thence 33.40 feet along a curve to the right, said curve having a radius of 154.00 feet, a central angle of  $12^{\circ}25'29''$  and a chord bearing and distance of South  $43^{\circ}18'08''$  West, 33.33 feet, for a POINT OF BEGINNING 'I'; thence South  $38^{\circ}37'29''$  East, 10.00 feet, for a REFERENCE POINT 'I'; thence 10.00 feet along a curve to the right, said curve having a radius of 164.00 feet, a central angle of  $03^{\circ}29'39''$  and a chord bearing and distance of South  $51^{\circ}22'31''$  West, 10.00 feet; thence North  $38^{\circ}37'29''$  West, 10.00 feet; thence 10.00 feet along a curve to the left, said curve having a radius of 154.00 feet, a central angle of  $03^{\circ}43'16''$  and a chord bearing and distance of North  $51^{\circ}22'31''$  East, 10.00 feet, to the Point of Beginning 'I'. All of the above containing 0.002 Acres.

And also, commencing at said REFERENCE POINT 'I'; thence South  $39^{\circ}47'52''$  East, 87.14 feet, for a POINT OF BEGINNING 'J'; thence South  $34^{\circ}10'49''$  East, 52.49 feet; thence South  $46^{\circ}25'20''$  West, 48.99 feet; thence North  $11^{\circ}29'16''$  West, 66.25 feet; thence North  $57^{\circ}25'38''$  East, 22.78 feet, to the Point of Beginning 'J'. All of the above containing 0.045 Acres.

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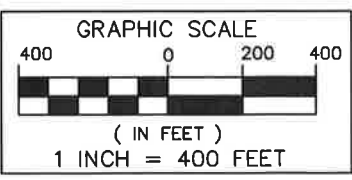
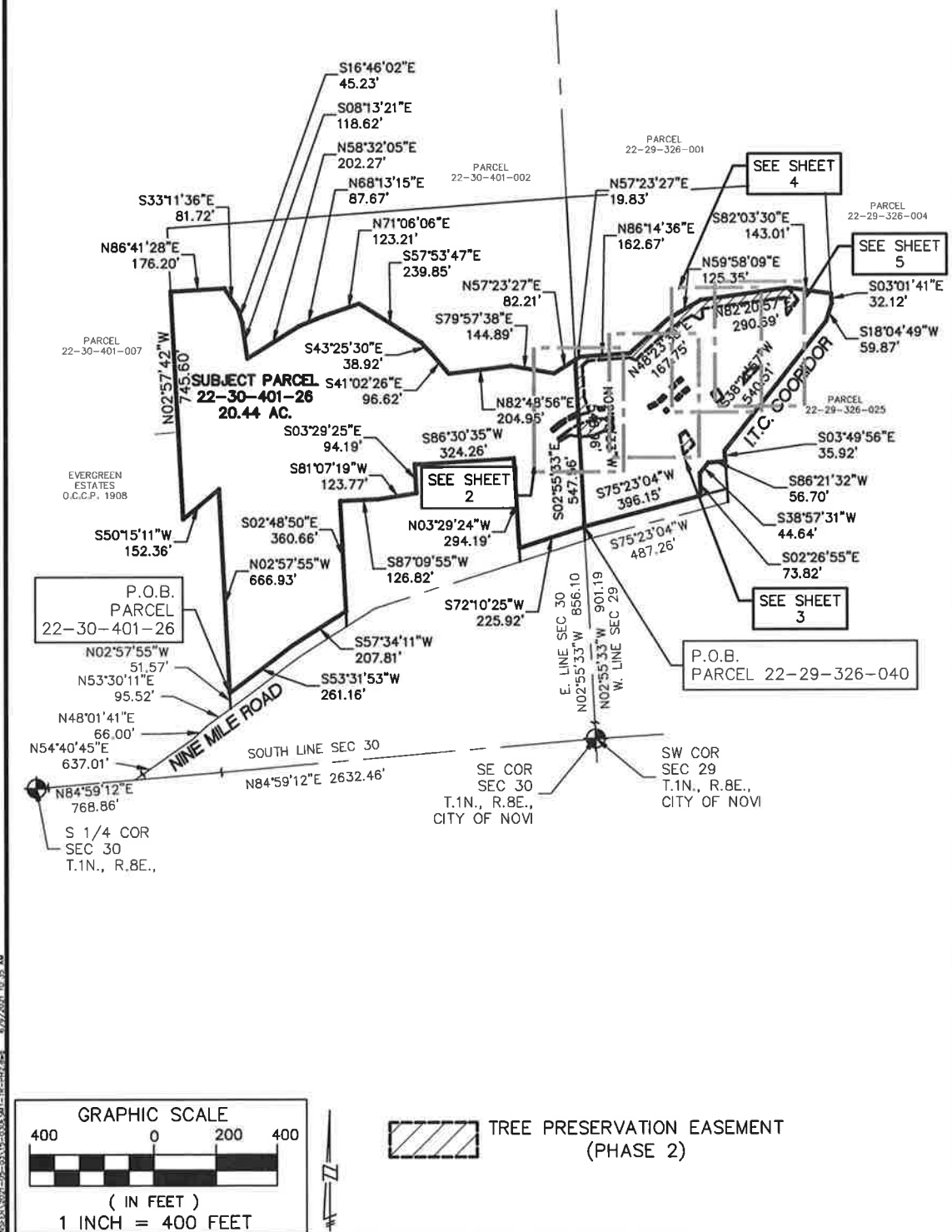
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SECTION 29/30, TOWN 1 NORTH,  
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# EXHIBIT C



 TREE PRESERVATION EASEMENT (PHASE 2)

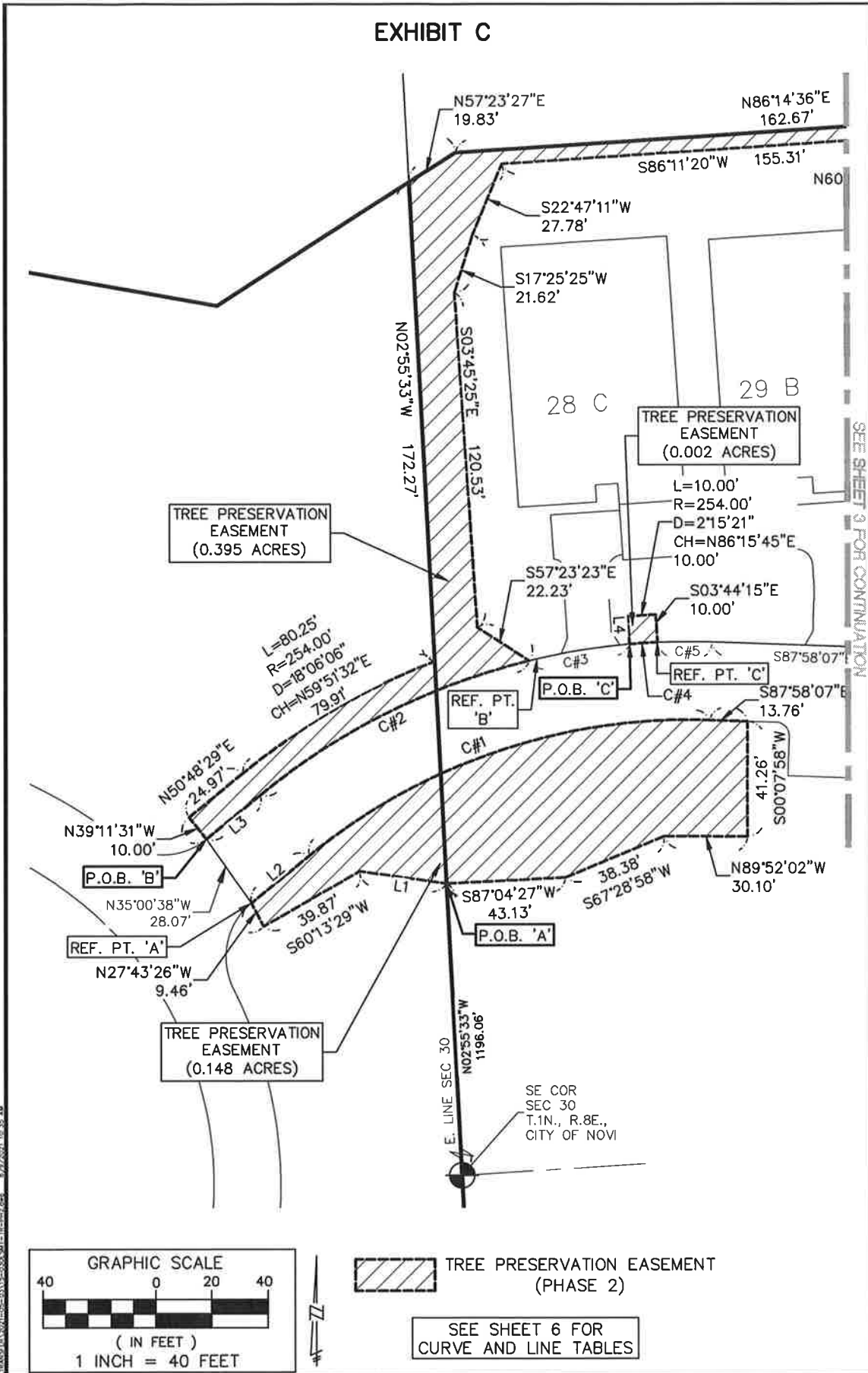
**SUBJECT PROPERTY AND SHEET INDEX**

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# EXHIBIT C



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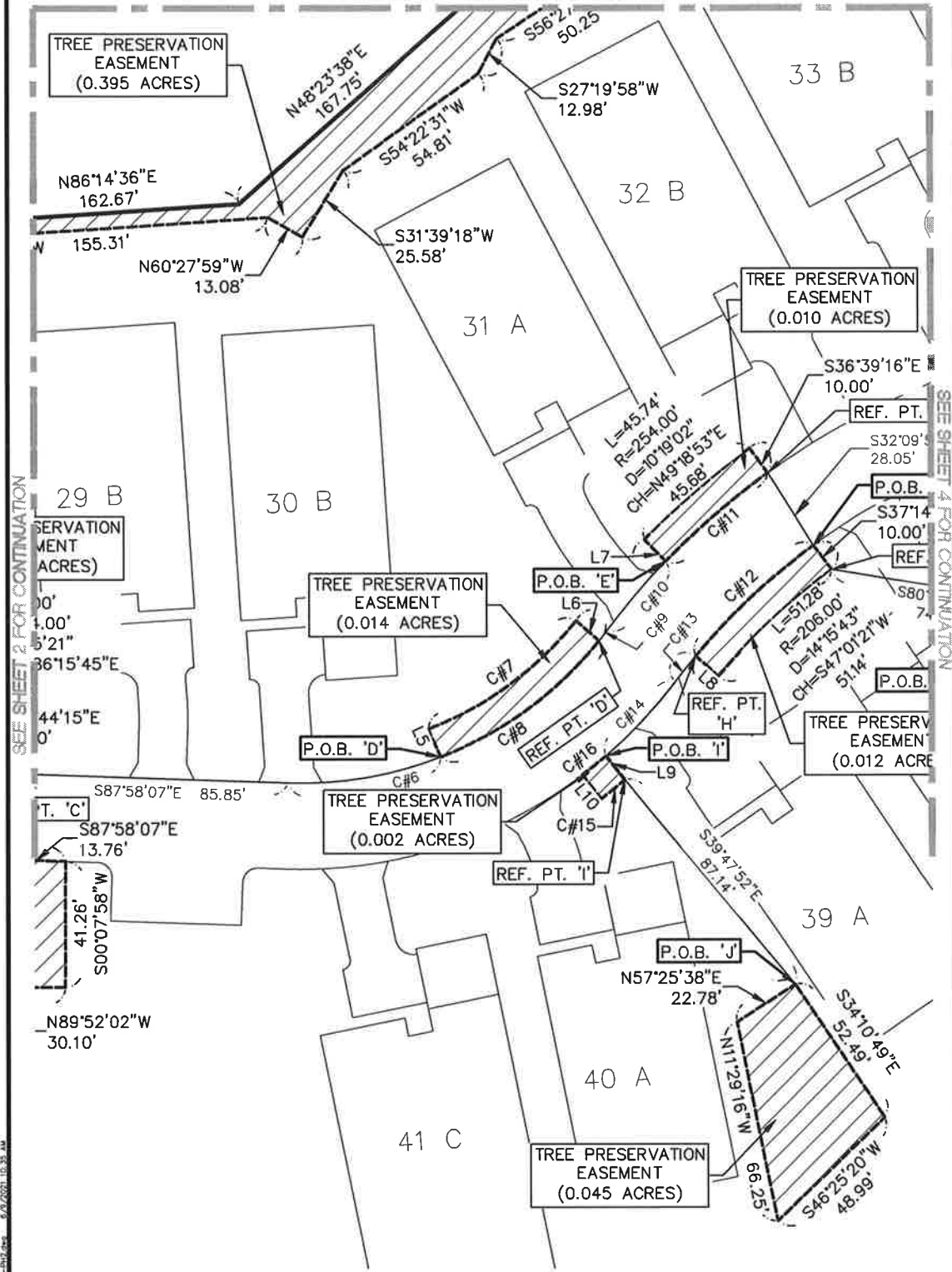
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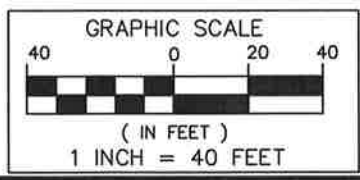
# EXHIBIT C

SEE SHEET 4 FOR CONTINUATION



SEE SHEET 2 FOR CONTINUATION

SEE SHEET 4 FOR CONTINUATION



TREE PRESERVATION EASEMENT (PHASE 2)

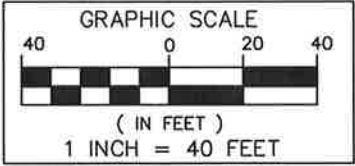
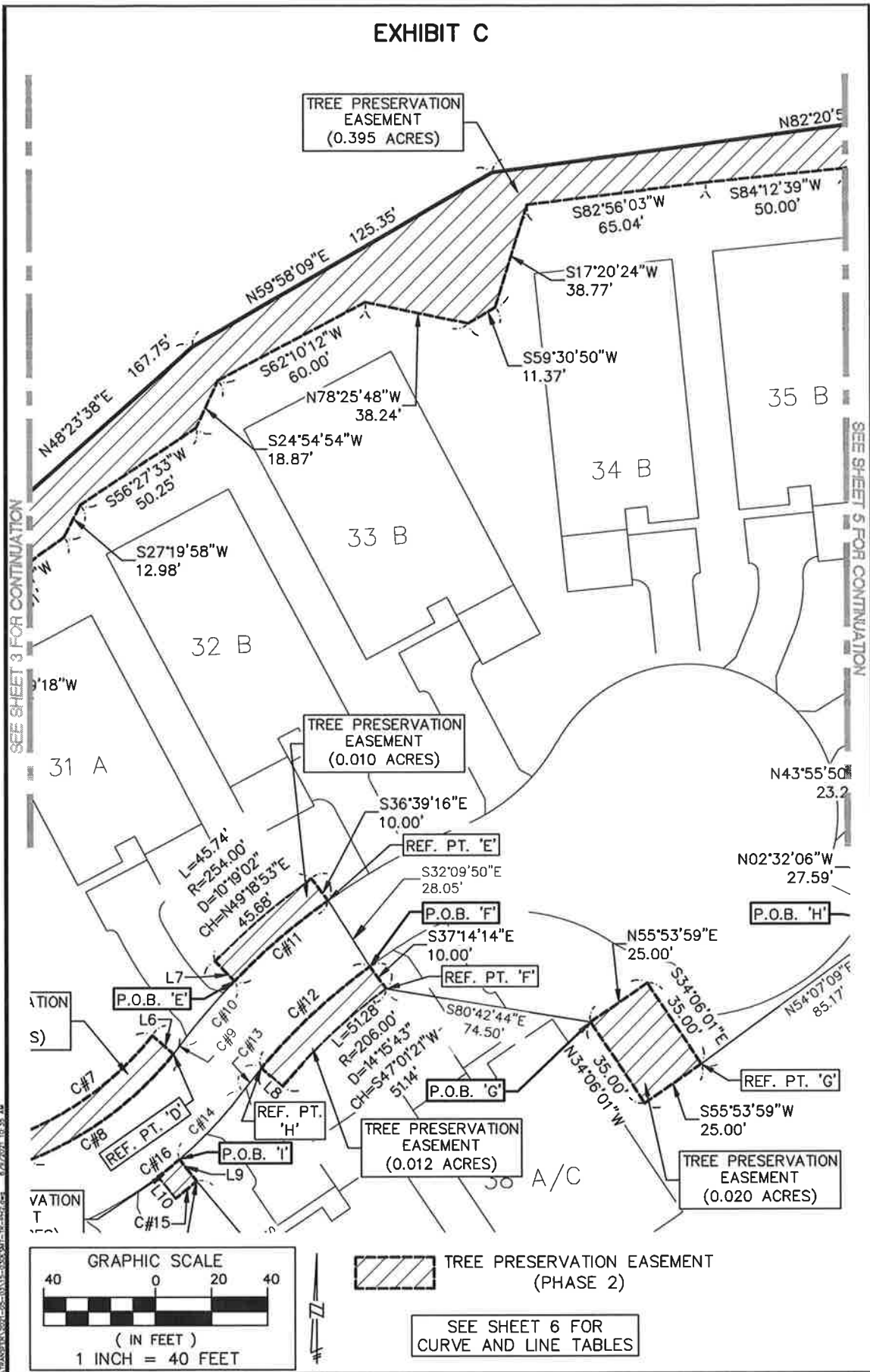
SEE SHEET 6 FOR CURVE AND LINE TABLES

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# EXHIBIT C



TREE PRESERVATION EASEMENT (PHASE 2)

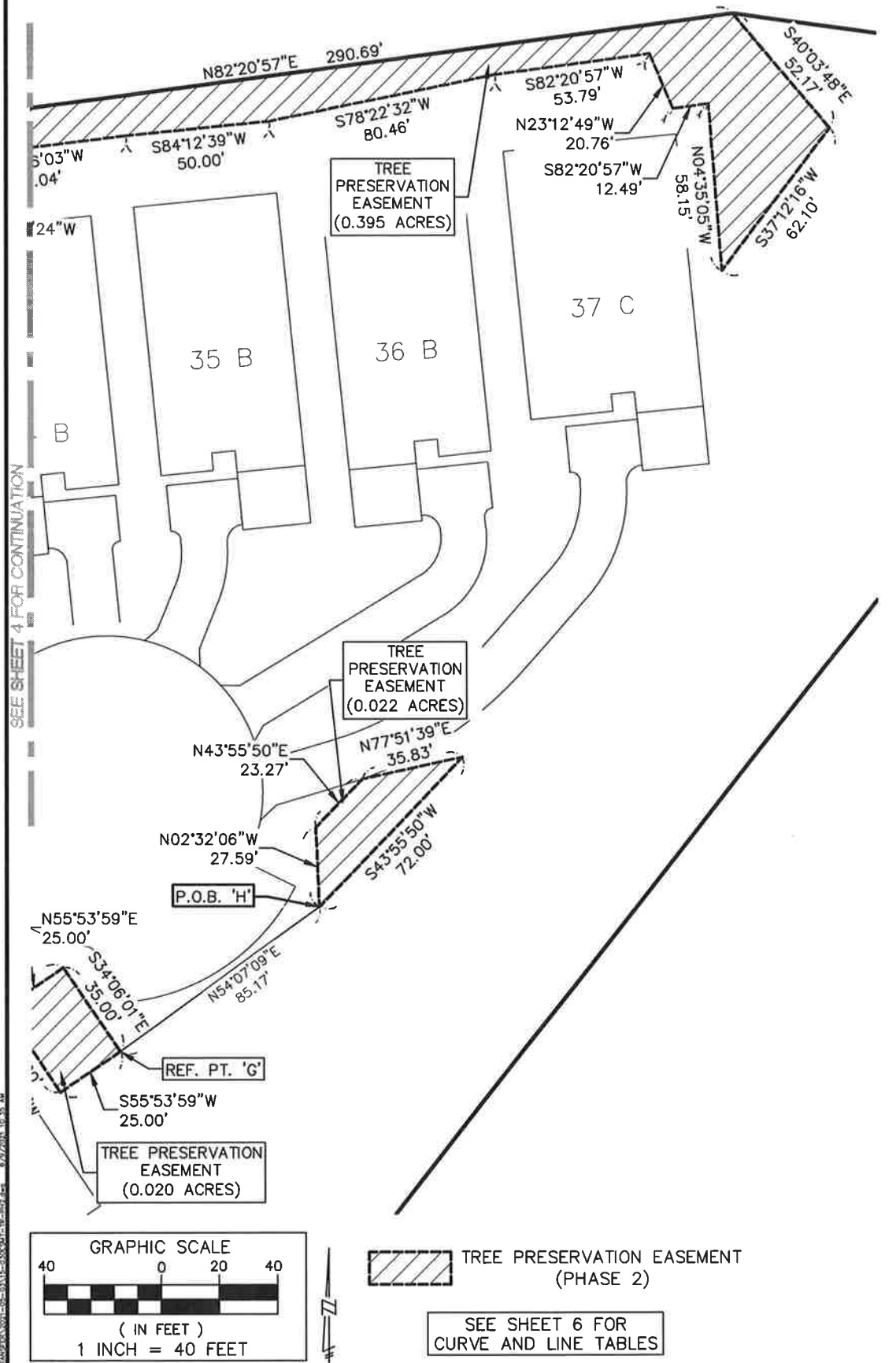
SEE SHEET 6 FOR CURVE AND LINE TABLES

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# EXHIBIT C

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N81°49'38"W	31.44'
L2	N50°48'29"E	27.02'
L3	S50°48'29"W	24.97'
L4	N03°44'15"W	10.00'
L5	N23°31'52"W	10.01'
L6	S48°39'46"E	10.01'
L7	N44°42'58"W	10.00'
L8	N48°43'03"W	10.00'
L9	S38°37'29"E	10.00'
L10	N38°37'29"W	10.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#1	155.41'	216.00'	41°13'24"	N71°25'11"E	152.08'
C#2	109.06'	244.00'	25°36'35"	S63°36'47"W	108.16'
C#3	36.92'	244.00'	8°40'14"	N80°45'11"E	36.89'
C#4	10.00'	244.00'	2°20'54"	S86°15'45"W	10.00'
C#5	19.57'	244.00'	4°35'41"	N89°44'02"E	19.56'
C#6	51.21'	126.00'	23°17'18"	N80°23'14"E	50.86'
C#7	60.88'	116.00'	30°04'21"	N53°54'11"E	60.19'
C#8	65.27'	126.00'	29°40'49"	S53°54'11"W	64.54'
C#9	4.34'	126.00'	1°58'23"	N38°04'35"E	4.34'
C#10	29.89'	244.00'	7°01'11"	N40°36'00"E	29.88'
C#11	44.33'	244.00'	10°24'35"	S49°18'53"W	44.27'
C#12	53.28'	216.00'	14°07'59"	N47°01'21"E	53.15'
C#13	10.80'	216.00'	2°51'58"	S38°31'23"W	10.80'
C#14	33.40'	154.00'	12°25'29"	S43°18'08"W	33.33'
C#15	10.00'	164.00'	3°29'39"	S51°22'31"W	10.00'
C#16	10.00'	154.00'	3°43'16"	N51°22'31"E	10.00'



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