



**CITY OF NOVI CITY COUNCIL
NOVEMBER 9, 2020**

SUBJECT: Acceptance of a Conservation Easement from Berkshire Production Supply, LLC for wetland conservation areas being offered as a part of JSP17-72, Berkshire eSupply development, for property located south of Fourteen Mile Road and east of M-5, in Section 1 of the City.

SUBMITTING DEPARTMENT: Community Development, Planning

BACKGROUND INFORMATION: The applicant received site plan approval to build a two-story headquarters office building and a single-story fulfillment Center on a 57.12 acre site located south of Fourteen Mile Road and east of M-5. The Planning Commission approved the Preliminary Site Plan, wetland permit, woodland permit, and storm water management plan on February 28, 2018.

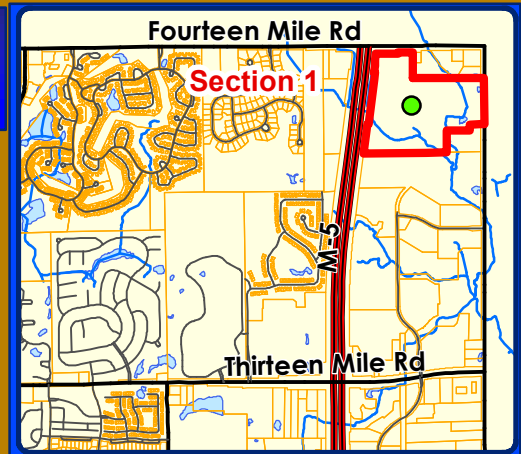
The applicant is offering a Wetland Conservation Easement for the purpose of protecting the remaining wetland and wetland mitigation area from destruction and disturbance. The easement area shall be perpetually preserved and maintained, in its natural and undeveloped condition, unless authorized by the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy, and the appropriate federal agency. The conservation easement area, shown in Exhibit B of the easement document, graphically depicts the areas being preserved. The proposed wetland conservation areas total approximately 5.24 acres.

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



RECOMMENDED ACTION: Acceptance of a Conservation Easement from Berkshire Production Supply, LLC for wetland conservation areas being offered as a part of JSP17-72, Berkshire eSupply development, for property located south of Fourteen Mile Road and east of M-5, in Section 1 of the City.

MAP
Location Map with
Conservation Easement Areas

JSP17-72 BERKSHIRE ESUPPLY CONSERVATION EASEMENT LOCATION



LEGEND

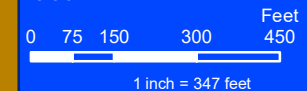
-  Subject Property
-  Conservation Easement Area



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: 10/28/2020
Project: BERKSHIRE ESUPPLY
Version #: 1



MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

EXECUTED CONSERVATION EASEMENT

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 27th day of OCTOBER, 2020, by and between Berkshire Production Supply, LLC, formerly known as Production Tool Supply Company, LLC whose address is 8655 E. Eight Mile Road, Warren, Michigan 48089 (hereinafter the “Grantor”), and the City of Novi, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, (hereinafter the “Grantee”).

RECITATIONS:

A. Grantor owns a certain parcel of land situated in section 1 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 an office and warehouse development on the Property, subject to provision of an appropriate easement to permanently protect the remaining wetlands thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Conservation Easement Areas (the “Easement Areas”) situated on the Property are more particularly described on Exhibit B, attached hereto and made a part hereof, the second page of which contains a drawing depicting the protected area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$ 1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon the Grantor, and the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the property and their respective heirs, successors, assigns and/or transferees. This Conservation Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, et. Seq., upon the terms and conditions set forth herein as follows:

1. The purpose of this Conservation Easement is to protect the remaining wetlands, 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 Environmental Quality and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the remaining 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 with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

5. 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.

6. 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 remaining wetlands or vegetation 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.

7. 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.


8. 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).

9. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement on legal instruments used to convey an interest in the property.

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

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

(Grantor)
Berkshire Production Supply, LLC,
formerly known as Production Tool
Supply Company, LLC, a Michigan
limited liability company


By: John Beaudoin
Its: Co-President

STATE OF MICHIGAN)
) ss
COUNTY OF Macomb)

The foregoing instrument was acknowledged before me this 21st day of October, 2020, by John Beaudoin, the Co-President of Berkshire Production Supply, LLC, on behalf of said company.

KARA JANE STARNES
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 28, 2025
ACTING IN COUNTY OF Macomb


Notary Public
Oakland County, Michigan
My Commission Expires: 05-28-2025

WITNESS:

(Grantee)
CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____, 200__, by, _____, on behalf of the City of Novi, a Municipal Corporation.

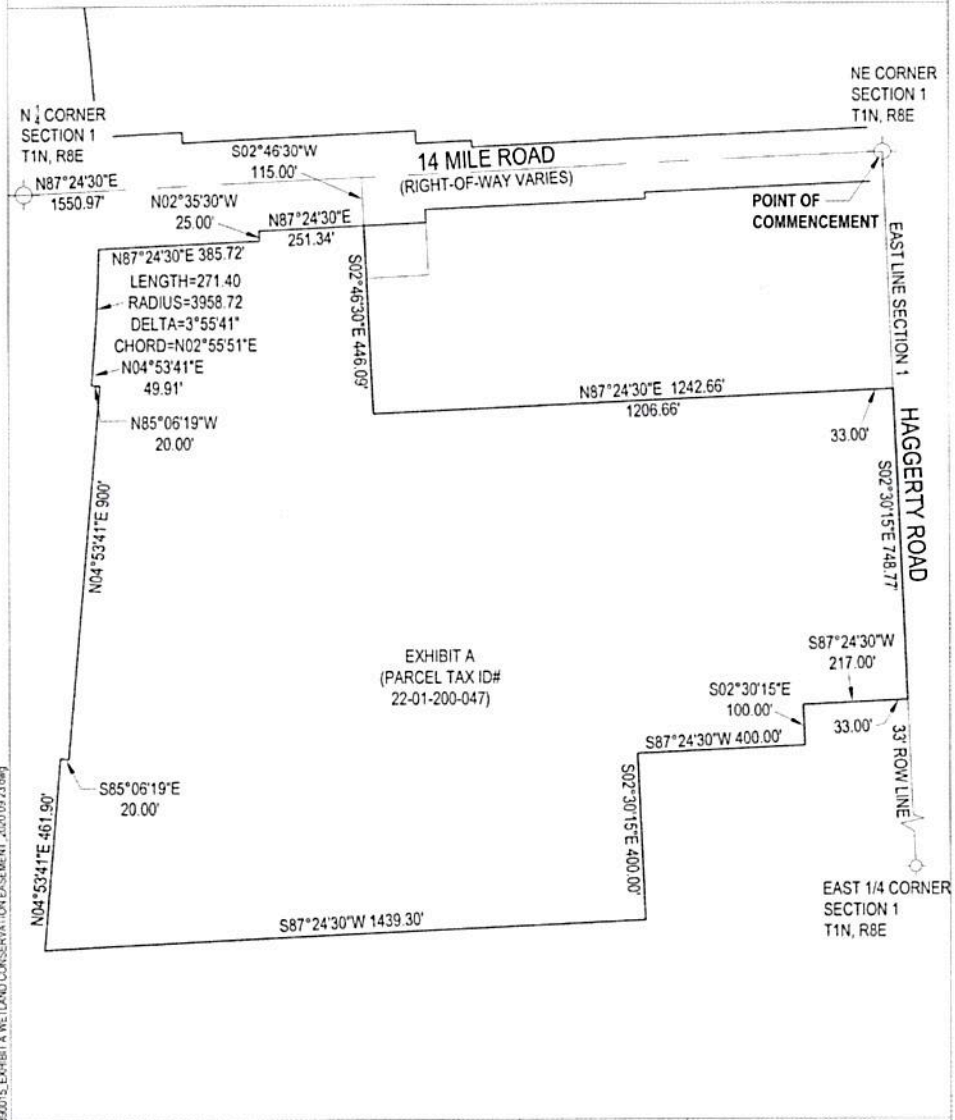
Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted By:
Elizabeth K. Saarela
Rosati Schultz Joppich & Amtsbuechler PC
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When Recorded, Return To:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375

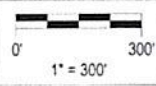
EXHIBIT A WETLAND CONSERVATION EASEMENT

NE 1/4 OF SECTION 1,
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



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Mathew Michael Barney
MATHEW MICHAEL BARNEY, PS
 PROFESSIONAL SURVEYOR
 MICHIGAN LICENSE NO. 4001064960
 DATE: 9/23/2020



PREPARED FOR:
ALBERT KAHN ASSOCIATES
 Detroit, Michigan

DRAWN BY: MMB
 CHECKED BY: BAB

JOB No.: A1390015 SHEET 1 OF 2

2365 HAGGERTY ROAD S,
 CANTON, MICHIGAN 48158
 TEL: (734) 397-3100
 FAX: (734) 397-3131

www.MannikSmithGroup.com

EXHIBIT A WETLAND CONSERVATION EASEMENT

NE $\frac{1}{4}$ OF SECTION 1,
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

A PARCEL OF LAND SITUATED IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 1, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 1; THENCE NORTH 87 DEGREES 24 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 1550.97 FEET; THENCE SOUTH 02 DEGREES 46 MINUTES 30 SECONDS EAST 115.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 14 MILE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02 DEGREES 46 MINUTES 30 SECONDS EAST 446.09 FEET; THENCE NORTH 87 DEGREES 24 MINUTES 30 SECONDS EAST 1242.66 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 1; THENCE SOUTH 02 DEGREES 30 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 748.77 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 30 SECONDS WEST 250.00 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 15 SECONDS EAST 100.00 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 30 SECONDS WEST 400.00 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 15 SECONDS EAST 400.00 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 30 SECONDS WEST 1439.30 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MICHIGAN HIGHWAY 5 (RIGHT-OF-WAY VARIES); THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MICHIGAN HIGHWAY 5 THE FOLLOWING SIX (6) COURSES: 1) NORTH 04 DEGREES 53 MINUTES 41 SECONDS EAST 461.90 FEET; 2) SOUTH 85 DEGREES 06 MINUTES 19 SECONDS EAST 20.00 FEET; 3) NORTH 04 DEGREES 53 MINUTES 41 SECONDS EAST 900.00 FEET; 4) NORTH 85 DEGREES 06 MINUTES 19 SECONDS WEST 20.00 FEET; 5) NORTH 04 DEGREES 53 MINUTES 41 SECONDS EAST 49.91 FEET; 6) ALONG A CURVE TO THE LEFT 271.40 FEET, A RADIUS OF 3958.72 FEET, A DELTA OF 03 DEGREES 55 MINUTES 41 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 02 DEGREES 55 MINUTES 51 SECONDS EAST 271.35 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 14 MILE ROAD; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF 14 MILE ROAD THE FOLLOWING THREE (3) COURSES: 1) NORTH 87 DEGREES 24 MINUTES 30 SECONDS EAST 385.72 FEET; 2) NORTH 02 DEGREES 35 MINUTES 30 SECONDS WEST 25.00 FEET; 3) NORTH 87 DEGREES 24 MINUTES 30 SECONDS EAST 251.34 FEET TO THE POINT OF BEGINNING. CONTAINS 57.12 ACRES. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EASTERLY 33 FEET FOR HAGGERTY ROAD. ALSO SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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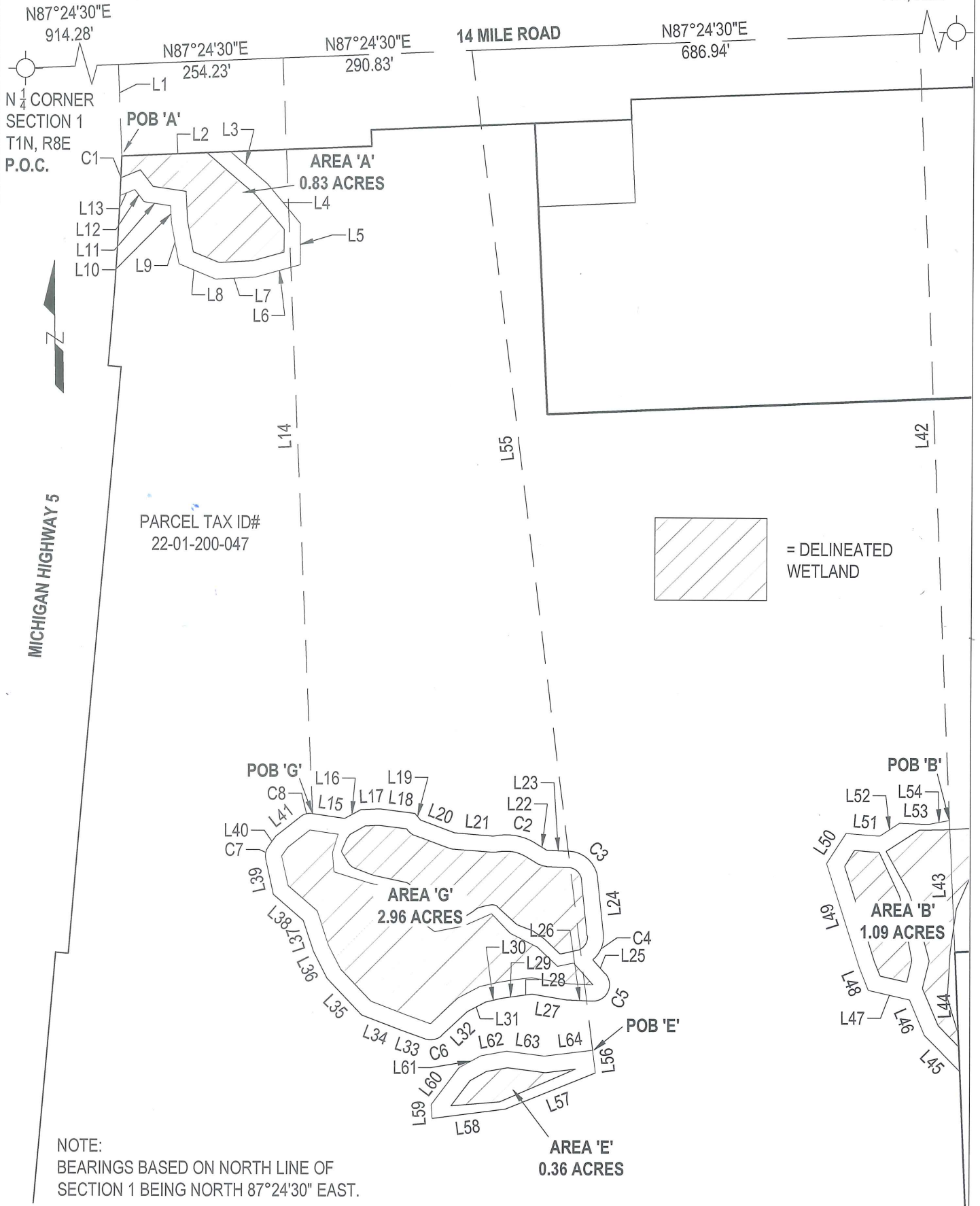
PREPARED FOR: ALBERT KAHN ASSOCIATES	
Detroit, Michigan	
DRAWN BY: MMB	
CHECKED BY: BAB	JOB No.: A1390015 SHEET 2 OF 2
	
2365 HAGGERTY ROAD S. CANTON, MICHIGAN 48105 TEL: (734) 397-3100 FAX: (734) 397-3131	
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EXHIBIT B WETLAND CONSERVATION EASEMENT

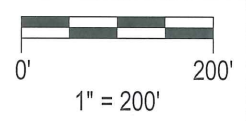
NE 1/4 OF SECTION 1,
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

N 1/4 CORNER
SECTION 1
T1N, R8E



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Mathew Michael Barney 4/2/2020
MATHEW MICHAEL BARNEY, PS
 PROFESSIONAL SURVEYOR
 MICHIGAN LICENSE NO. 64960
 DATE: 3/30/2020, REVISED 4/2/2020



DRAWN BY: MMB

CHECKED BY: BAB

PREPARED FOR:

BERKSHIRE eSUPPLY

JOB No.: A1390015

SHEET 1 OF 5



2365 HAGGERTY ROAD S.
 CANTON, MICHIGAN 48188
 TEL: (734) 397-3100
 FAX: (734) 397-3131

EXHIBIT B WETLAND CONSERVATION EASEMENT

NE $\frac{1}{4}$ OF SECTION 1,
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Line Table		
Line #	Length	Direction
L1	140.00	S2° 35' 30"E
L2	168.45	N87° 24' 30"E
L3	75.05	S49° 40' 11"E
L4	79.17	S39° 59' 44"E
L5	63.36	S0° 15' 24"E
L6	71.56	S74° 19' 05"W
L7	60.28	S86° 51' 20"W
L8	61.93	N67° 50' 51"W
L9	63.99	N10° 55' 29"W
L10	25.80	N3° 29' 21"W
L11	41.29	N81° 49' 24"W
L12	23.45	N38° 03' 11"W
L13	24.53	S67° 40' 12"W
L14	1157.81	S2° 35' 30"E
L15	50.03	S81° 57' 24"E
L16	27.97	N61° 00' 22"E
L17	29.14	N87° 24' 34"E
L18	54.40	S82° 45' 27"E
L19	13.24	S40° 46' 33"E
L20	55.87	S69° 39' 26"E
L21	60.85	S85° 34' 00"E
L22	21.75	S58° 54' 09"E

Line Table		
Line #	Length	Direction
L23	33.32	S87° 35' 21"E
L24	84.41	S6° 00' 25"E
L25	28.53	S42° 01' 37"E
L26	40.15	N87° 28' 48"W
L27	53.27	N80° 51' 04"W
L28	22.26	S82° 49' 46"W
L29	25.22	S81° 02' 02"W
L30	24.69	S77° 15' 07"W
L31	31.54	S62° 26' 50"W
L32	53.70	S46° 59' 45"W
L33	41.79	N70° 23' 17"W
L34	62.08	N69° 04' 49"W
L35	76.79	N43° 41' 52"W
L36	46.32	N27° 12' 10"W
L37	49.75	N18° 10' 01"W
L38	60.37	N49° 32' 14"W
L39	54.39	N12° 43' 47"W
L40	20.22	N35° 03' 19"E
L41	47.30	N52° 02' 23"E
L42	1208.08	S2° 30' 15"E
L43	201.78	S2° 30' 15"E
L44	182.07	S2° 30' 15"E

Line Table		
Line #	Length	Direction
L45	77.77	N44° 34' 20"W
L46	58.41	N23° 06' 01"W
L47	64.94	N77° 18' 49"W
L48	36.91	N22° 04' 15"W
L49	166.75	N17° 36' 48"W
L50	55.55	N32° 28' 13"E
L51	51.69	S85° 19' 56"E
L52	36.81	N57° 06' 48"E
L53	44.90	S88° 02' 55"E
L54	31.83	N79° 26' 29"E
L55	1541.34	S7° 09' 59"E
L56	34.71	S7° 09' 59"E
L57	148.44	S68° 04' 46"W
L58	113.26	S82° 28' 44"W
L59	20.98	N4° 50' 12"W
L60	70.97	N37° 06' 43"E
L61	37.94	N61° 16' 43"E
L62	40.95	N79° 39' 41"E
L63	58.69	S82° 35' 08"E
L64	73.41	N82° 50' 01"E

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	PREPARED FOR:
DRAWN BY: MMB	
CHECKED BY: BAB	JOB No.: A1390015 SHEET 2 OF 5
	2365 HAGGERTY ROAD S. CANTON, MICHIGAN 48188 TEL: (734) 397-3100 FAX: (734) 397-3131
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EXHIBIT B
WETLAND CONSERVATION EASEMENT
 NE $\frac{1}{4}$ OF SECTION 1,
 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	60.69	3958.72	0°52'42"	N1° 24' 21"E	60.69
C2	64.77	85.00	43°39'33"	S80° 43' 56"E	63.21
C3	66.31	46.50	81°42'18"	S46° 51' 34"E	60.83
C4	44.96	46.50	55°23'36"	S21° 41' 23"W	43.23
C5	58.71	25.00	134°32'49"	S25° 14' 48"W	46.12
C6	27.32	25.00	62°36'58"	S78° 18' 14"W	25.98
C7	20.85	25.00	47°47'06"	N11° 09' 46"E	20.25
C8	20.07	25.00	46°00'13"	N75° 02' 30"E	19.54

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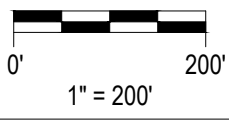


	PREPARED FOR:	
		
DRAWN BY: MMB		
CHECKED BY: BAB	JOB No.: A1390015	SHEET 3 OF 5
		2365 HAGGERTY ROAD S. CANTON, MICHIGAN 48188 TEL: (734) 397-3100 FAX: (734) 397-3131
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EXHIBIT B WETLAND CONSERVATION EASEMENT

NE $\frac{1}{4}$ OF SECTION 1,
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

PROPOSED WETLAND CONSERVATION EASEMENT DESCRIPTION - AREA 'A'

A WETLAND CONSERVATION EASEMENT IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 1, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 1; THENCE NORTH 87°24'30" EAST ALONG THE NORTH LINE OF SAID SECTION 914.28 FEET; THENCE SOUTH 02°35'30" EAST 140.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°24'30" EAST 168.45 FEET; THENCE SOUTH 49°40'11" EAST 75.05 FEET; THENCE SOUTH 39°59'44" EAST 79.17 FEET; THENCE SOUTH 0°15'24" EAST 63.36 FEET; THENCE SOUTH 74°19'05" WEST 71.56 FEET; THENCE SOUTH 86°51'20" WEST 60.28 FEET; THENCE NORTH 67°50'51" WEST 61.93 FEET; THENCE NORTH 10°55'29" WEST 63.99 FEET; THENCE NORTH 3°29'21" WEST 25.80 FEET; THENCE NORTH 81°49'24" WEST 41.29 FEET; THENCE NORTH 38°03'11" WEST 23.45 FEET; THENCE SOUTH 67°40'12" WEST 24.53 FEET TO THE EASTERLY LINE OF THE MICHIGAN HIGHWAY 5 RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY ALONG A NON-TANGENTIAL CURVE TO THE LEFT 60.69 FEET, HAVING A RADIUS OF 3958.72 FEET, A DELTA OF 0°52'42" AND A CHORD BEARING AND DISTANCE OF NORTH 1°24'21" EAST, 60.69 FEET TO THE POINT OF BEGINNING. CONTAINS 0.83 ACRES, MORE OR LESS.

PROPOSED WETLAND CONSERVATION EASEMENT DESCRIPTION - AREA 'B'

A WETLAND CONSERVATION EASEMENT IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 1, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 1; THENCE NORTH 87°24'30" EAST ALONG THE NORTH LINE OF SAID SECTION 2, 146.28 FEET; THENCE SOUTH 2°30'15" EAST 1208.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 2°30'15" EAST 201.78 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL NO. 22-01-200-047; THENCE CONTINUING SOUTH 2°30'15" EAST ALONG SAID PARCEL LINE 182.07 FEET; THENCE NORTH 44°34'20" WEST 77.77 FEET; THENCE NORTH 23°06'01" WEST 58.41 FEET; THENCE NORTH 77°18'49" WEST 64.94 FEET; THENCE NORTH 22°04'15" WEST 36.91 FEET; THENCE NORTH 17°36'48" WEST 166.75 FEET; THENCE NORTH 32°28'13" EAST 55.55 FEET; THENCE SOUTH 85°19'56" EAST 51.69 FEET; THENCE NORTH 57°06'48" EAST 36.81 FEET; THENCE SOUTH 88°02'55" EAST 44.90 FEET; THENCE NORTH 79°26'29" EAST 31.83 FEET TO THE POINT OF BEGINNING. CONTAINS 1.09 ACRES, MORE OR LESS.

PROPOSED WETLAND CONSERVATION EASEMENT DESCRIPTION - AREA 'E'

A WETLAND CONSERVATION EASEMENT IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 1, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 1; THENCE NORTH 87°24'30" EAST ALONG THE NORTH LINE OF SAID SECTION 1459.34 FEET; THENCE SOUTH 07°09'59" EAST 1541.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 7°09'59" EAST 34.71 FEET; THENCE SOUTH 68°04'46" WEST 148.44 FEET; THENCE SOUTH 82°28'44" WEST 113.26 FEET; THENCE NORTH 4°50'12" WEST 20.98 FEET; THENCE NORTH 37°06'43" EAST 70.97 FEET; THENCE NORTH 61°16'43" EAST 37.94 FEET; THENCE NORTH 79°39'41" EAST 40.95 FEET; THENCE SOUTH 82°35'08" EAST 58.69 FEET; THENCE NORTH 82°50'01" EAST 73.41 FEET TO THE POINT OF BEGINNING. CONTAINS 0.36 ACRES, MORE OR LESS.

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	PREPARED FOR:
DRAWN BY: MMB	
CHECKED BY: BAB	JOB No.: A1390015 SHEET 4 OF 5
2365 HAGGERTY ROAD S. CANTON, MICHIGAN 48188 TEL: (734) 397-3100 FAX: (734) 397-3131	
www.MannikSmithGroup.com	

EXHIBIT B WETLAND CONSERVATION EASEMENT

NE $\frac{1}{4}$ OF SECTION 1,
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

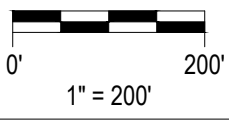

PROPOSED WETLAND CONSERVATION EASEMENT DESCRIPTION - AREA 'G'

A WETLAND CONSERVATION EASEMENT IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 1, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 1; THENCE NORTH 87°24'30" EAST ALONG THE NORTH LINE OF SAID SECTION 1, 168.51 FEET; THENCE SOUTH 02°35'30" EAST 1,157.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81°57'24" EAST 50.03 FEET; THENCE NORTH 61°00'22" EAST 27.97 FEET; THENCE NORTH 87°24'34" EAST 29.14 FEET; THENCE SOUTH 82°45'27" EAST 54.40 FEET; THENCE SOUTH 40°46'33" EAST 13.24 FEET; THENCE SOUTH 69°39'26" EAST 55.87 FEET; THENCE SOUTH 85°34'00" EAST 60.85 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE RIGHT A DISTANCE OF 64.77 FEET, HAVING A RADIUS OF 85.00 FEET, A DELTA ANGLE OF 43°39'33", A CHORD BEARING OF SOUTH 80°43'56" EAST AND A CHORD DISTANCE OF 63.21 FEET; THENCE SOUTH 58°54'09" EAST 21.75 FEET; THENCE SOUTH 87°42'43" EAST 33.32 FEET; THENCE ALONG A CURVE TO THE RIGHT 66.31 FEET, HAVING A RADIUS OF 46.50 FEET, A DELTA ANGLE OF 81°42'18", A CHORD BEARING OF SOUTH 46°51'34" EAST AND A CHORD DISTANCE OF 60.83 FEET; THENCE SOUTH 06°00'25" EAST 84.41 FEET; THENCE ALONG A CURVE TO THE RIGHT 44.96 FEET, HAVING A RADIUS OF 46.50 FEET, A DELTA ANGLE OF 55°23'36", A CHORD BEARING OF SOUTH 21°41'23" WEST AND A CHORD DISTANCE OF 43.23 FEET; THENCE SOUTH 42°01'37" EAST 28.53 FEET; THENCE ALONG A CURVE TO THE RIGHT 58.71 FEET, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 134°32'49", A CHORD BEARING OF SOUTH 25°14'48" WEST AND A CHORD DISTANCE OF 46.12 FEET; THENCE NORTH 87°28'48" WEST 40.15 FEET; THENCE NORTH 80°51'04" WEST 53.27 FEET; THENCE SOUTH 82°49'46" WEST 22.26 FEET; THENCE SOUTH 81°02'02" WEST 25.22 FEET; THENCE SOUTH 77°15'07" WEST 24.69 FEET; THENCE SOUTH 62°26'50" WEST 31.54 FEET; THENCE SOUTH 46°59'45" WEST 53.70 FEET; THENCE ALONG A CURVE TO THE RIGHT 27.32 FEET, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 62°36'58", A CHORD BEARING OF SOUTH 78°18'14" WEST AND A CHORD DISTANCE OF 25.98 FEET; THENCE NORTH 70°23'17" WEST 41.79 FEET; THENCE NORTH 69°04'49" WEST 62.08 FEET; THENCE NORTH 43°41'52" WEST 76.79 FEET; THENCE NORTH 27°12'10" WEST 46.32 FEET; THENCE NORTH 18°10'01" WEST 49.75 FEET; THENCE NORTH 49°32'14" WEST 60.37 FEET; THENCE NORTH 12°43'47" WEST 54.39 FEET; THENCE ALONG A CURVE TO THE RIGHT 20.85 FEET, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 47°47'06", A CHORD BEARING OF NORTH 11°09'46" EAST AND A CHORD DISTANCE OF 20.25 FEET; THENCE NORTH 35°03'19" EAST 20.22 FEET; THENCE NORTH 52°02'23" EAST 47.30 FEET; THENCE ALONG A CURVE TO THE RIGHT 20.07 FEET, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 46°00'13", A CHORD BEARING OF NORTH 75°02'30" EAST AND A CHORD DISTANCE OF 19.54 FEET TO THE POINT OF BEGINNING. CONTAINS 2.96 ACRES, MORE OR LESS.

NOTE:
BEARINGS BASED ON NORTH LINE OF
SECTION 1 BEING NORTH 87°24'30" EAST.

W:\Projects\Projects A-E\A1390015\CAD\SURVEY\Easements\A1390015_Easement_Sheet_Wetland_North.dwg

	PREPARED FOR:	
	BERKSHIRE eSUPPLY	
DRAWN BY: MMB		
CHECKED BY: BAB	JOB No.: A1390015	SHEET 5 OF 5
		2365 HAGGERTY ROAD S. CANTON, MICHIGAN 48188 TEL: (734) 397-3100 FAX: (734) 397-3131
www.MannikSmithGroup.com		

ATTORNEY'S APPROVAL LETTER

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 27, 2020

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

**RE: Berkshire eSupply JSP17-0072
Wetland Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed the revised Wetland Conservation Easement Agreement for Berkshire eSupply. The Wetland Conservation Easement Agreement has been provided for the purpose of protecting wetland mitigation areas. The Wetland Conservation Easement Agreement 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 Agreement 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 the typed name.

Elizabeth Kudla Saarela

EKS
Enclosure

Barb McBeth, City Planner
City of Novi
October 27, 2020
Page 2

C: Cortney Hanson, Clerk (w/Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Christian Carroll, Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Madeleine Kopko, Planning Assistant (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Kate Richardson, Plan Review Engineer (w/Enclosure)
Rebecca Runkel, Staff Engineer (w/Enclosure)
Victor Boron, Civil Engineer (w/Enclosure)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosure)
Sue Troutman, City Clerk's Office (w/Enclosure)
Kevin McDevitt, PD, Mannik Smith Group (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

ENGINEERING CONSULTANT'S APPROVAL LETTER

October 1, 2020

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

Re: Berkshire ESupply - Planning Document Review
Novi # JSP17-0072
SDA Job No. NV19-201
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on September 30, 2020 for accuracy of the legal description and closure. We offer the following comments:

Submitted Documents:

1. **Wetland Conservation Easement** – (executed 9/22/2020: exhibit dated 3/30/20) Exhibit B Legal Description 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, EIT
Engineer

Cc (via Email): Lindsay Bell, City of Novi
Victor Boron, City of Novi
Madeleine Kopko, City of Novi
Sarah Marchioni, City of Novi
Ted Meadows, Spalding DeDecker
Kate Richardson, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler