



**CITY OF NOVI CITY COUNCIL  
DECEMBER 16, 2019**

**SUBJECT:** Acceptance of a Wetland/Woodland/Open Space Conservation Easement from Pulte Homes of Michigan, LLC for wetland, woodland, and open space conservation areas as a part of JSP16-37, Oberlin Phase 2 and 3, located on the south side of Eleven Mile Road between Wixom Road and Beck Road in Section 20 of the City.

**SUBMITTING DEPARTMENT:** Community Development, Planning

**BACKGROUND INFORMATION:** The applicant received site plan approval of a 29.9 acre, 72-unit single-family residential development located on the south side of Eleven Mile Road between Wixom Road and Beck Road. Phase 1 includes 47 units, and Phases 2 and 3 include 25 units. The project is developed utilizing the Open Space Preservation Option. The Planning Commission approved the Preliminary Site Plan with Open Space Preservation Option, Wetland Permit, Woodland Permit, and Stormwater Management Plan on November 12, 2014. The Final Site Plan for a combined Phase 2 and 3 was approved on July 7, 2017. Construction is underway.

The applicant is offering a Wetland/Woodland Conservation Easement for the purpose of preserving the woodland replacement trees. The easement area shall be perpetually preserved and maintained, in its natural and undeveloped condition, unless authorized by the City. The conservation easement plan, shown as Exhibit B of the easement document, graphically depicts the areas being preserved. The proposed conservation area is approximately 2.36 acres.

Proposed conservation easement for Phase 2 and 3 is also part of previously approved open space easement for the entire development. The current easement provides additional protection for wetlands and woodlands areas.

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

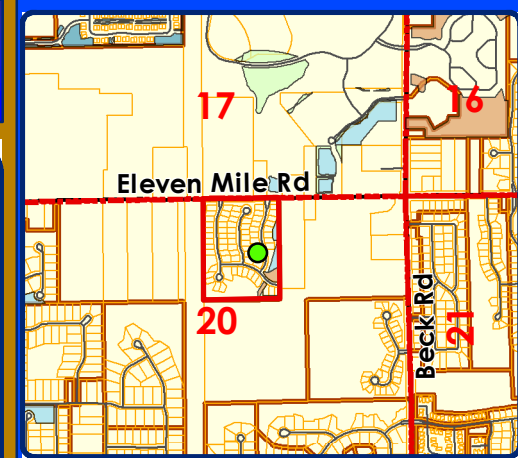
**RECOMMENDED ACTION:** Acceptance of a Wetland/Woodland/Open Space Conservation Easement from Pulte Homes of Michigan, LLC for wetland, woodland, and open space conservation areas as a part of JSP16-37, Oberlin Phase 2 and 3, located on the south side of Eleven Mile Road between Wixom Road and Beck Road in Section 20 of the City.

## CONTEXT MAP



# JSP 16-37 Oberlin Phase 2 & 3

## Wetlands/Woodlands Conservation Easement

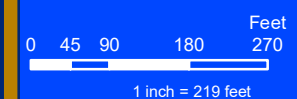


- Legend**
- Easement Type**
- Wetland & Woodland
  - Wetland
  - Woodland

**City of Novi**

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

Map Author: Sri Komaragiri  
 Date: 12/2/2019  
 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 DRAFT CONSERVATION EASEMENT

**WOODLAND/WETLAND/OPEN SPACE  
CONSERVATION EASEMENT  
(Phases 2 and 3)**

THIS WOODLAND/WETLAND/OPEN SPACE CONSERVATION EASEMENT ("Conservation Easement") is made this 15 day of November, 2019, by and between Pulte Homes of Michigan, LLC, a Michigan limited liability company whose address is 100 Bloomfield Hills Parkway, Bloomfield Hills, Michigan 48304 (hereinafter the "Grantor"), and the City of Novi, 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 20 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 expansion phase or phases of the single family residential site condominium development known as Oberlin, a condominium according to the Master Deed recorded in Liber 49511, Page 694 as amended by First Amendment to Master Deed recorded in Liber 50054, Page 672, Second Amendment to Master Deed recorded in Liber 50864, Page 832 and Third Amendment to Master Deed recorded in Liber 51094, Page 704, Oakland County Records, Oakland County Condominium Subdivision Plan No. 2144 ("Phases 2 and 3") on the Property ("Development"), subject to provision of an appropriate easement to permanently protect the woodlands, wetlands, wetland buffers and wooded 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 Exhibit B attached hereto and made a part hereof, which contains drawings 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 open space, woodlands, wetlands, wetland buffers and wooded wetland areas as shown on the attached and incorporated Exhibit B. Except for the Novi-Lyon drain, storm water drainage easement and improvements, and other easements or improvements shown on the approved final site plan, the Conservation Easement 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, including the Novi-Lyon Drain, the storm water drainage easement and improvements, and other easements and improvements as set forth in the approved final site plan for the Development, there shall be no disturbance of the woodlands, wetlands, wetland buffers and wooded wetland areas 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 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.

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 the final site plan for the Development, as it may be amended and 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 Areas, 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 Areas 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 open space, woodlands, wetlands, wetland buffers and wooded 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 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 unit in the Development, 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 Areas 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.

9. This Conservation Easement shall run with the Property and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective transferees, successors and assigns. Any assignment shall be pursuant to an assignment and assumption agreement recorded in the Oakland County Records. In the event of an assignment, the assignee shall assume and be responsible for the rights and obligations of the assignor from and after the date of the assignment, and the assignor shall thereupon be relieved of such rights and obligations from and after the date of the assignment.

[Signatures on Following Pages]

WITNESS:

Deborah Altman

**GRANTOR**

Pulte Homes of Michigan, LLC, a Michigan limited liability company

By: Christopher Plumb

Its: Vice President of Finance

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 15 day of November, 2019, by Christopher Plumb, as the Vice President of Finance of Pulte Homes of Michigan, LLC a Michigan limited liability company, on its behalf.

DEBORAH ALTMAN  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Jul. 03, 2023  
Acting in the County of Oakland

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

[Signature on Following Page]



**GRANTEE**

CITY OF NOVI , a Municipal Corporation

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

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

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

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

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ and \_\_\_\_\_, 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:  
Maryanne Cornelius, Clerk  
City of Novi  
45175 Ten Mile Road  
Novi, Michigan 48375

Exhibit A to  
Conservation Easement

Legal Description of Property

(see attached)

Exhibit B to  
Conservation Easement

(see attached sketch and legal description)

## EXHIBIT A

Job No.: 12-009

“OBERLIN”

### LEGAL DESCRIPTION

### SUBJECT PROPERTY

A part of the Northeast 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the North 1/4 corner of said Section 20, for a POINT OF BEGINNING; thence North 87°24'47" East, 989.50 feet, along the North line of said Section 20 and the centerline of Eleven Mile Road, (said point being South 87°24'47" West, 1651.21 feet from the Northeast corner of said Section 20); thence South 02°30'48" East, 1314.47 feet; thence South 87°12'05" West, 990.07 feet, to a point on the North and South 1/4 line of said Section 20, (said point being North 02°29'20" West, 1340.50 feet from the center of said Section 20); thence North 02°29'20" West, 1318.13 feet, along the North and South 1/4 line of said Section 20, to the Point of Beginning. All of the above containing 29.909 Acres. All of the above being subject to the rights of the public in Eleven Mile Road. All of the above being subject to easements, restrictions and right-of-ways of record.



## EXHIBIT B

Job No. 12-009  
"OBERLIN"

### LEGAL DESCRIPTION CONSERVATION EASEMENT

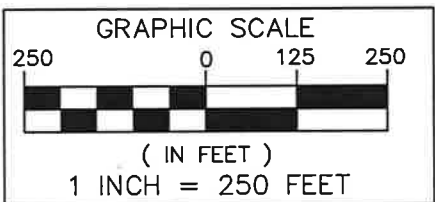
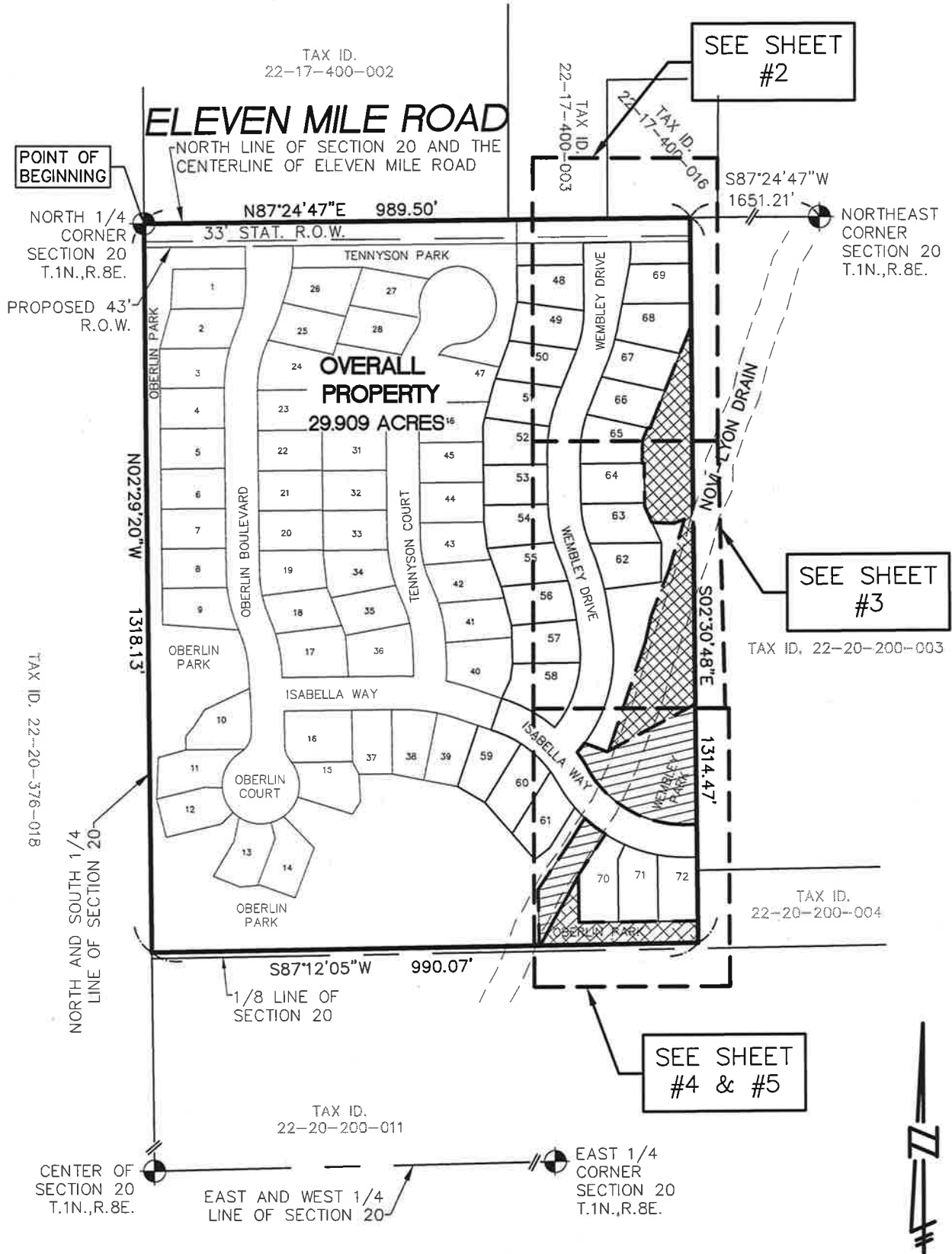
A Conservation Easement for Wetland located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 20; thence North 87°24'47" East, 989.50 feet, along the North line of said Section 20 and centerline of Eleven Mile Road, to a point on the Easterly line of Subject Property; thence South 02°30'48" East, 196.59 feet, along the Easterly line of said Subject Property, for a POINT OF BEGINNING "A"; thence continuing South 02°30'48" East, 684.41 feet, along the Easterly line of said Subject Property, for a REFERENCE POINT "A"; thence South 60°06'56" West, 178.10 feet; thence North 16°59'04" East, 205.43 feet; thence North 10°17'03" East, 49.17 feet; thence North 19°19'01" East, 92.19 feet; thence North 14°54'33" East, 94.76 feet; thence South 67°31'33" West, 20.56 feet; thence North 89°39'39" West, 39.18 feet; thence North 26°26'13" West, 32.44 feet; thence North 02°28'56" West, 77.57 feet; thence South 87°31'04" West, 4.10 feet; thence North 00°24'07" West, 40.71 feet; thence North 20°06'18" East, 23.99 feet; thence South 79°31'06" East, 4.16 feet; thence North 20°06'18" East, 200.05 feet, to the Point of Beginning "A". All of the above containing 1.18 Acres.

And also, a Conservation Easement for Wetland/Woodland, commencing at said REFERENCE POINT "A", for a POINT OF BEGINNING "B"; thence South 02°30'48" East, 217.45 feet, along the Easterly line of said Subject Property, for a REFERENCE POINT "B"; thence South 87°27'14" West, 21.36 feet; thence 216.20 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 61°56'13" and a chord bearing and distance of North 61°34'39" West, 205.83 feet; thence 32.93 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 07°15'24" and a chord bearing and distance of North 34°14'15" West, 32.91 feet; thence 20.80 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 04°35'04" and a chord bearing and distance of North 37°30'04" East, 20.80 feet; thence South 71°15'47" East, 43.51 feet; thence North 60°06'56" East, 181.63 feet, to the Point of Beginning "B".

And also commencing at said REFERENCE POINT "B"; thence South 02°30'48" East, 60.00 feet, along the Easterly line of said Subject Property; thence South 87°27'14" West, 21.33 feet; thence 153.68 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 33°52'02" and a chord bearing and distance of North 75°36'45" West, 151.46 feet, for a POINT OF BEGINNING "C"; thence South 31°36'35" West, 88.83 feet; thence South 02°32'46" East, 1.25 feet; thence South 26°20'13" West, 59.05 feet; thence South 27°51'22" West, 31.22 feet; thence South 26°15'44" West, 54.78 feet, to a point on the Southerly line of said Subject Property; thence South 87°12'05" West, 1.86 feet, along the Southerly line of said Subject Property; thence North 02°47'55" West, 102.50 feet; thence North 31°48'59" East, 105.98 feet; thence North 30°01'02" East, 48.97 feet; thence 47.40 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 10°26'42" and a chord bearing and distance of South 53°27'23" East, 47.33 feet, to the Point of Beginning "C". All of the above containing 0.88 Acres.

And also, a Conservation Easement for Woodlands, commencing at said REFERENCE POINT "B"; thence South 02°30'48" East, 176.00 feet, along the Easterly line of said Subject Property, for a POINT OF BEGINNING "D"; thence continuing South 02°30'48" East, 40.02 feet, along the Easterly line of said Subject Property, to a point on the Southerly line of said Subject Property; thence South 87°12'05" West, 286.73 feet, along the Southerly line of said Subject Property; thence North 26°15'44" East, 54.78 feet; thence North 27°51'22" East, 31.22 feet; thence North 26°20'13" East, 59.05 feet; thence North 02°32'46" West, 1.25 feet; thence South 02°32'46" East, 86.60 feet; thence North 87°27'14" East, 216.03 feet, to the Point of Beginning "D". All of the above containing 0.30 Acres.

# EXHIBIT B



CONSERVATION EASEMENT - WETLAND	
CONSERVATION EASEMENT - WETLAND/WOODLAND	
CONSERVATION EASEMENT - WOODLAND	

**SUBJECT PROPERTY & SHEET INDEX**

**SEIBER, KEAST ENGINEERING, L.L.C.**  
 CONSULTING ENGINEERS  
 100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167  
 PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

**OBERLIN**  
 SECTION 20, TOWN 1 NORTH,  
 RANGE 8 EAST, CITY OF NOVI,  
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 250'
DATE:	11-07-19
JOB NO.:	12-009
DWG FILE#	12-009PH2-CONS
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	1 OF 5

P:\12-009 Oberlin\EASEMENTS\PHASE 2\12-009EE-PH2-3-CONSERV.dwg

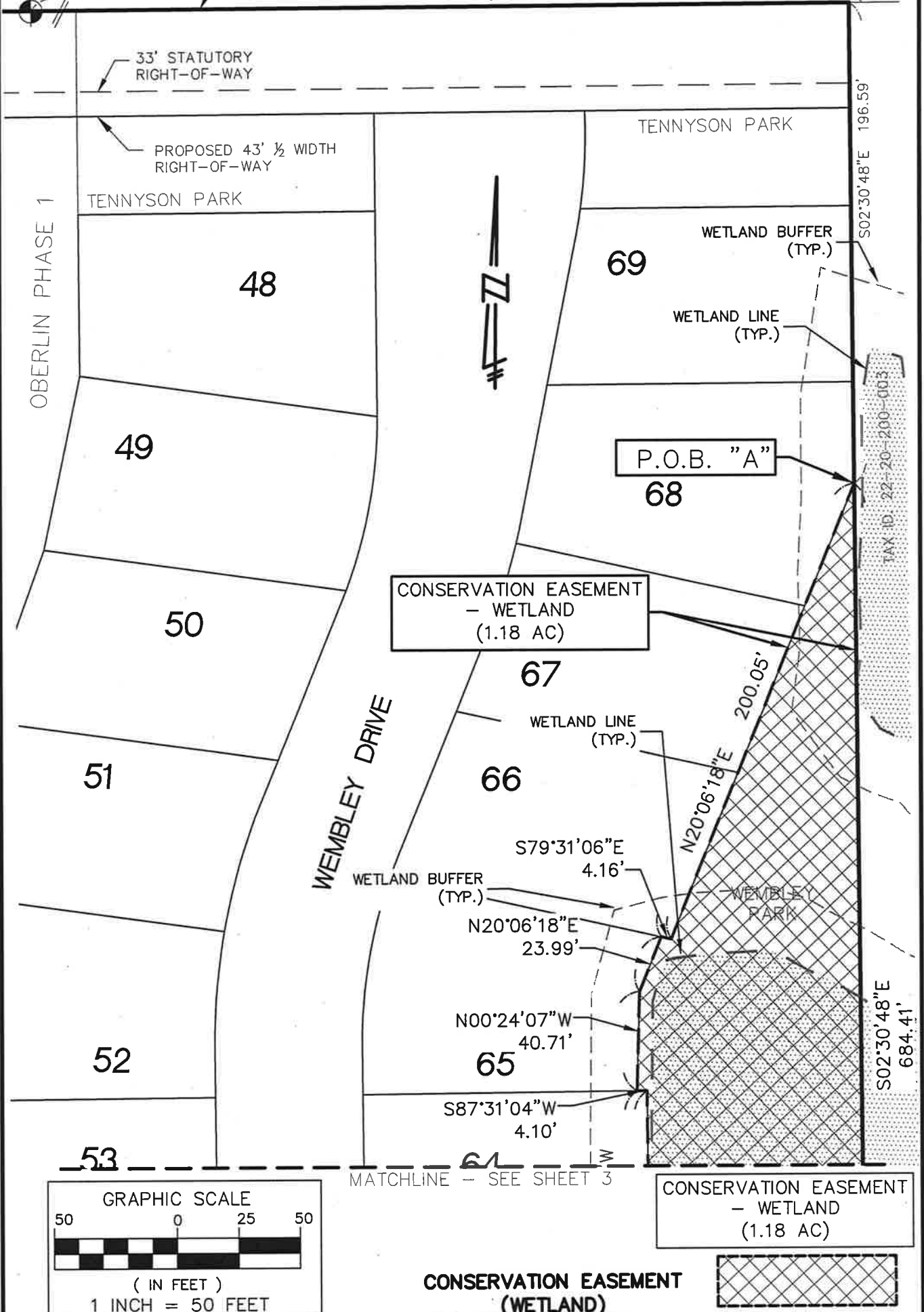
# EXHIBIT B

## ELEVEN MILE ROAD

NORTH 1/4  
CORNER  
SECTION 20  
T.1N., R.8E.

NORTH LINE OF SECTION  
20 AND CENTERLINE OF  
ELEVEN MILE ROAD

N87°24'47"E 989.50'



P:\12-009 Oberlin\EASEMENTS\PHASE 2\12-009EE-PH2-3-CONSERV.dwg



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

CONSULTING ENGINEERS  
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167  
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

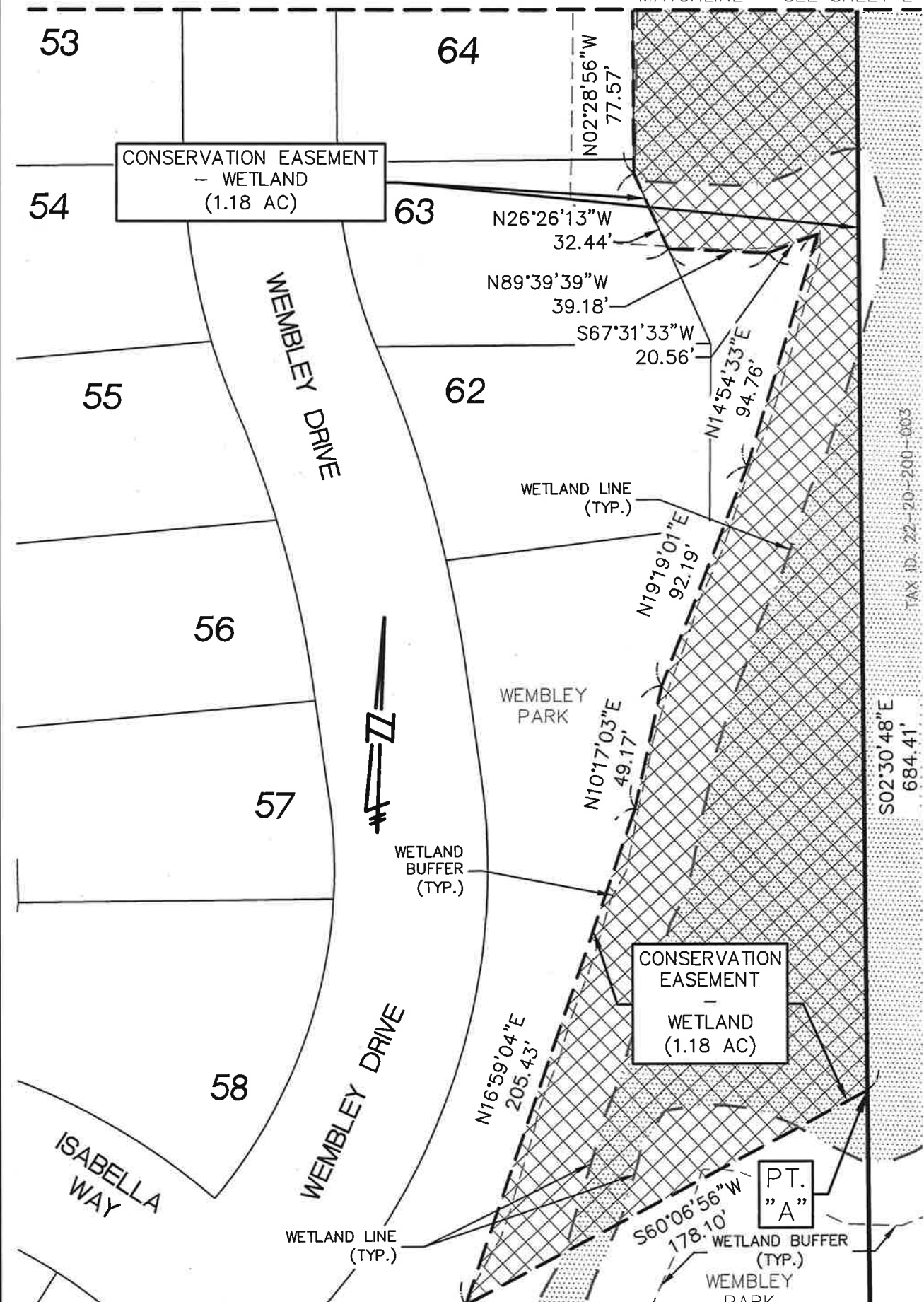
### OBERLIN

SECTION 20, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

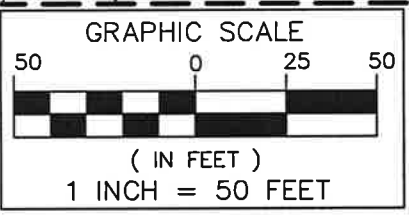
SCALE:	1" = 50'
DATE:	11-07-19
JOB NO.:	12-009
DWG FILE:	12-009PH2-CONS
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	2 OF 5

# EXHIBIT B

MATCHLINE - SEE SHEET 2



TAX ID: 22-20-200-003



MATCHLINE - SEE SHEET 4

**CONSERVATION EASEMENT (WETLAND)**

P:\12-009 Oberlin\EASEMENTS\PHASE 2\12-009EE-PH2-3-CONSERV.dwg

**SEIBER, KEAST ENGINEERING, L.L.C.**  
CONSULTING ENGINEERS  
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167  
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

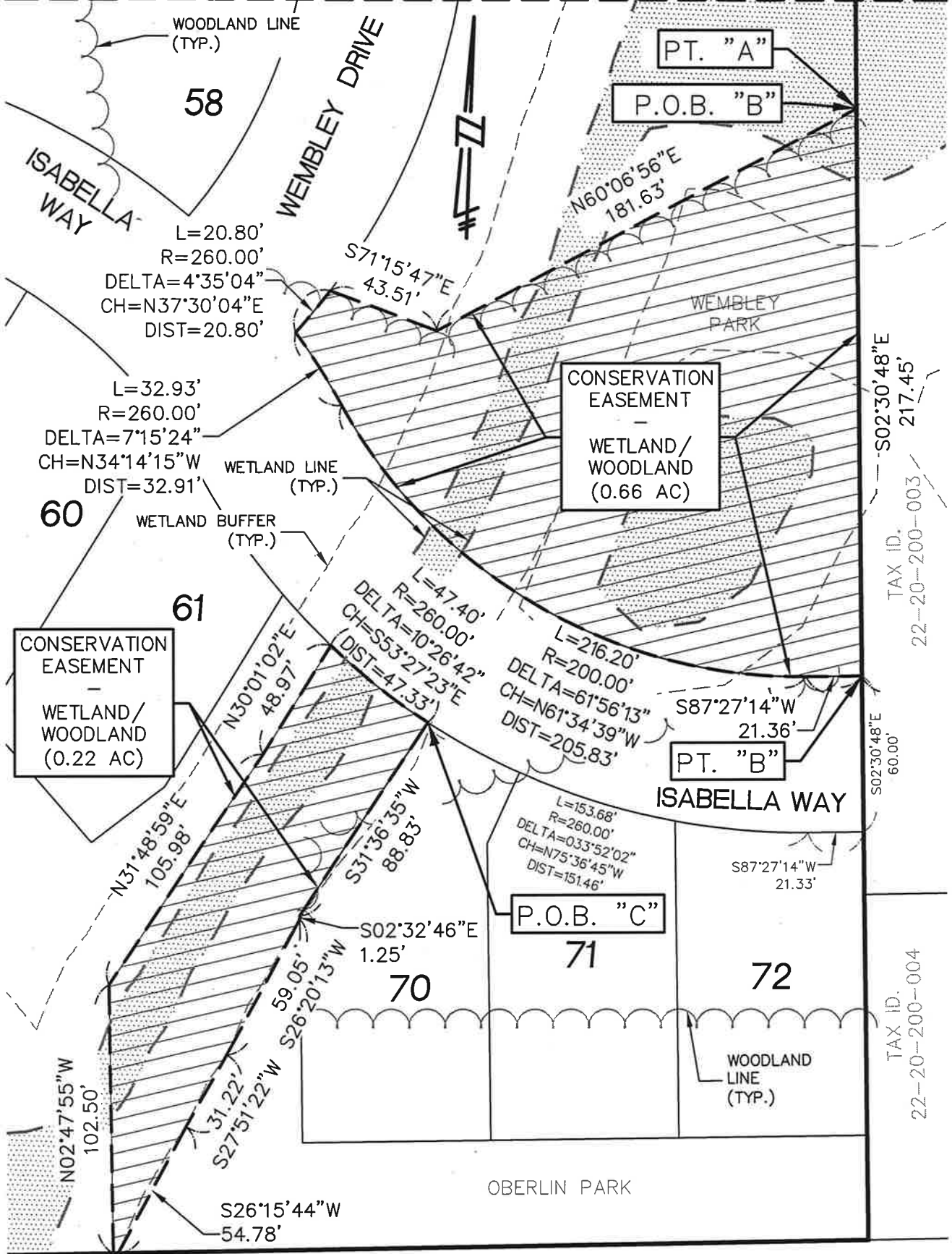
**OBERLIN**  
SECTION 20, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	11-07-19
JOB NO.:	12-009
DWG FILE:	12-009PH2-CONS
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	3 OF 5



# EXHIBIT B

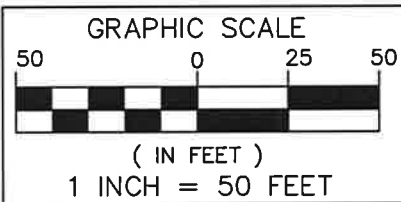
MATCHLINE - SEE SHEET 3



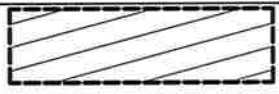
CONSERVATION EASEMENT  
-  
WETLAND/  
WOODLAND  
(0.22 AC)

CONSERVATION EASEMENT  
-  
WETLAND/  
WOODLAND  
(0.66 AC)

CONSERVATION EASEMENT  
-  
WETLAND/  
WOODLAND  
(0.88 AC)



**CONSERVATION EASEMENT  
(WETLAND-WOODLAND)**



**SEIBER, KEAST ENGINEERING, L.L.C.**  
CONSULTING ENGINEERS  
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167  
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

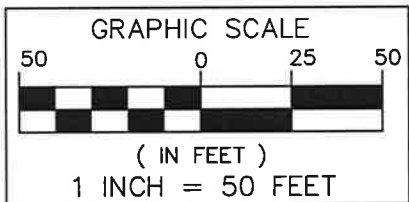
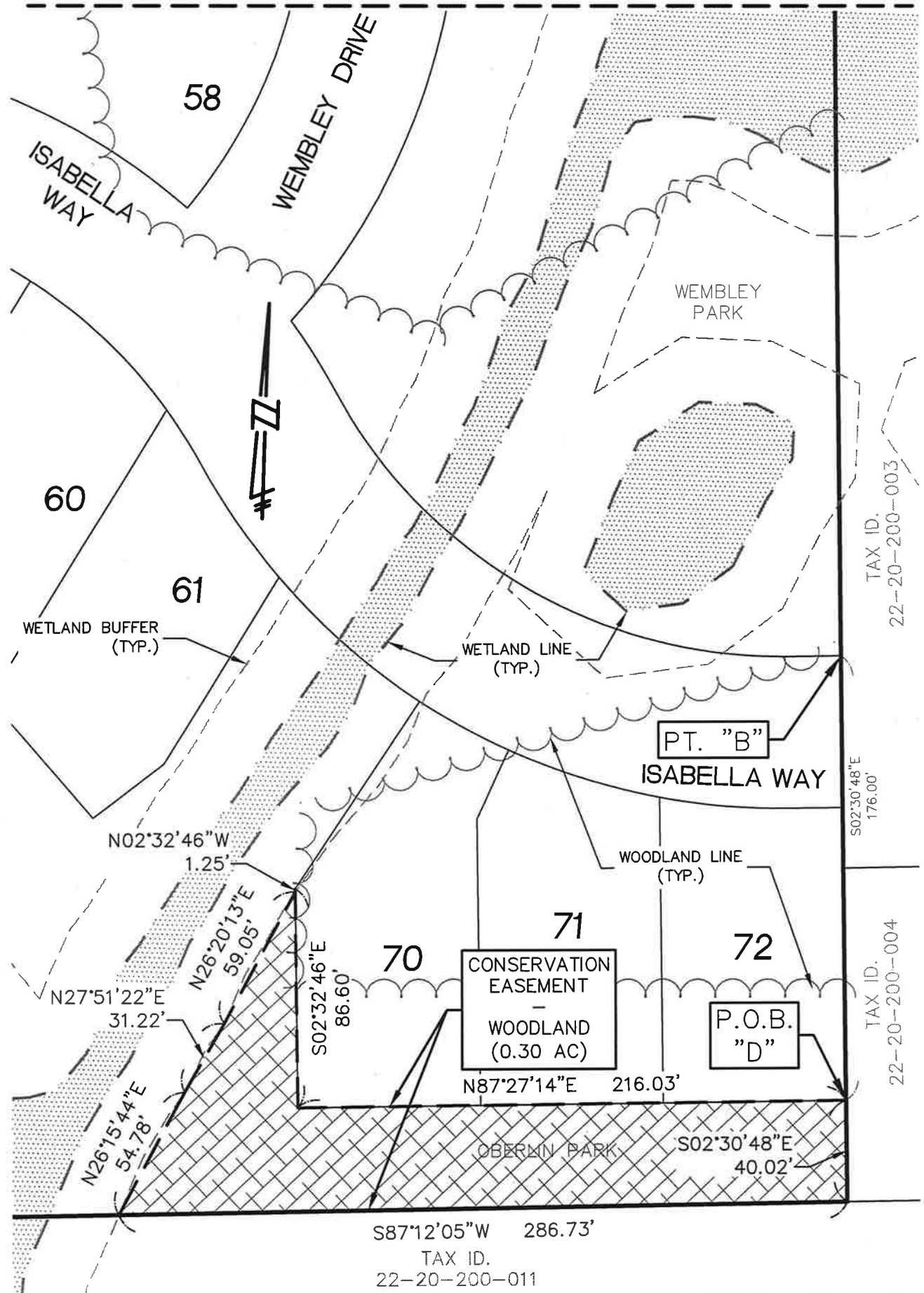
**OBERLIN**  
SECTION 20, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	11-07-19
JOB NO.:	12-009
DWG FILE:	12-009PH2-CONS
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	4 OF 5

P:\12-009 Oberlin\EASEMENTS\PHASE 2\12-009EE-PH2-3-CONSERV.dwg

# EXHIBIT B

MATCHLINE - SEE SHEET 4



CONSERVATION EASEMENT - WOODLAND (0.30 AC)

CONSERVATION EASEMENT (WOODLAND)



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

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167  
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

**OBERLIN**

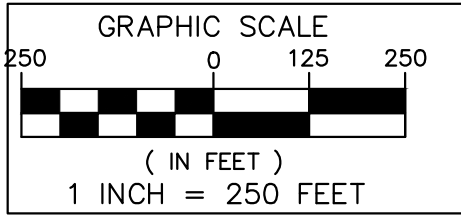
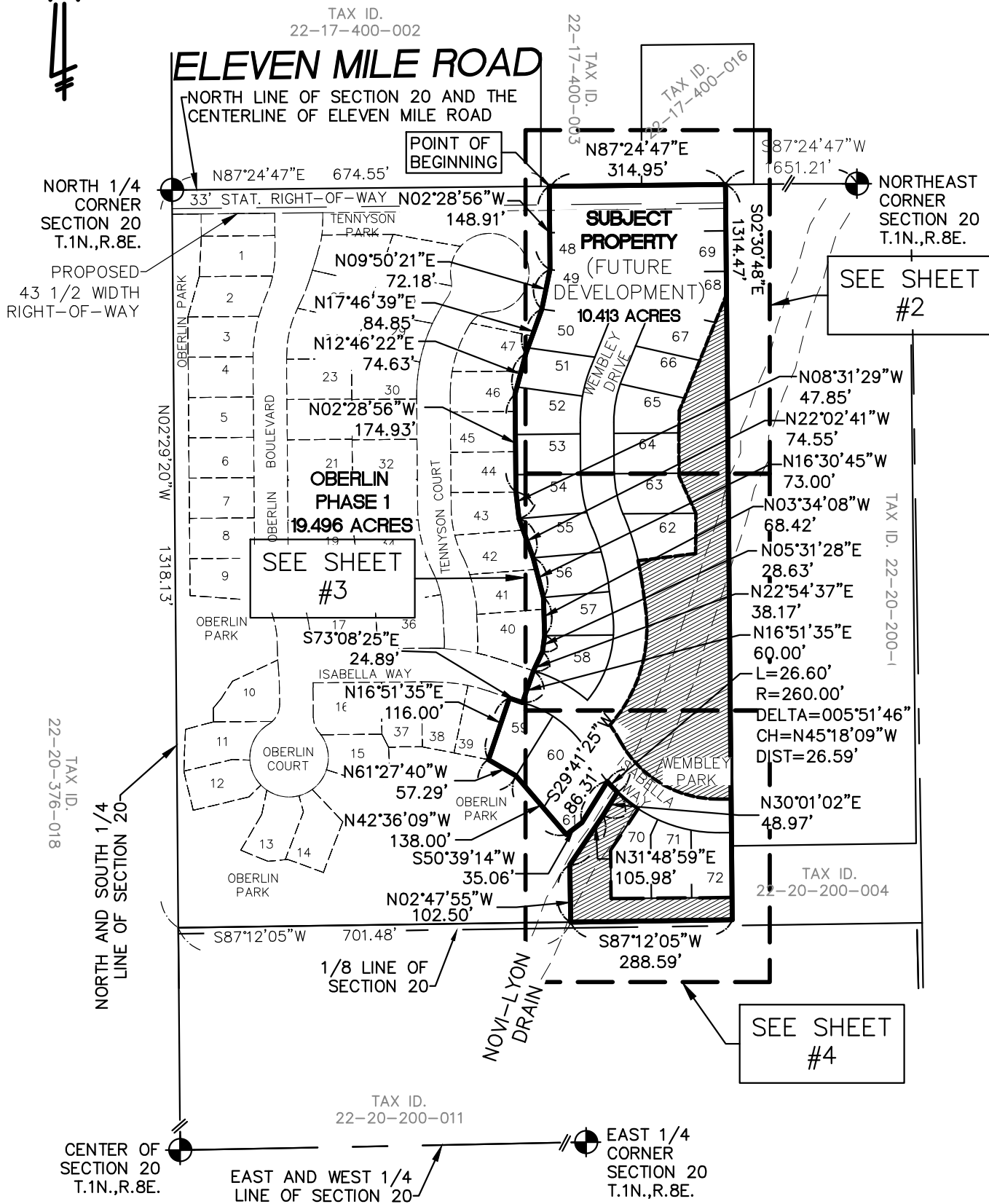
SECTION 20, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 50'
DATE:	11-07-19
JOB NO.:	12-009
DWG FILE:	12-009PH2-CONS
DRAWN BY:	AT, DFR
CHECK:	GN
SHEET:	5 OF 5

P:\12-009 Oberlin\EASEMENTS\PHASE 2\12-009EE-PH2-3-CONSERV.dwg

**PREVIOUSLY APPROVED OPEN SPACE EASEMENT FOR PHASE 2 & 3**

# EXHIBIT B



## SUBJECT PROPERTY & SHEET INDEX



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

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167  
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

## OBERLIN

SECTION 20, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 250'
DATE:	03-29-2016
JOB NO.:	12-009
DWG FILE:	12-009PH2-OPEN
DRAWN BY:	DFR
CHECK:	GN
SHEET:	1 OF C



**ATTORNEY REVIEW**

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

November 21, 2019

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

**RE: Oberlin Phase 2 & 3**  
***Woodland/Wetland/Open Space Conservation Easement***

Dear Ms. McBeth:

We have received and reviewed the final executed Woodland/Wetland/Open Space Conservation Easement for the Oberlin Development, Phases 2 & 3. Our review of the applicable Woodland and Wetland Consultants' reports shows that the Conservation Easement has been required for remaining wetlands, woodlands and wooded wetlands within the Development. The Woodland/Wetland/Open Space Conservation Easement is consistent with the title search on file for the property and is satisfactory for the purposes provided. The attached exhibits have been reviewed and approved by the City's Consulting Engineer. The Woodland/Wetland/Open Space 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 the typed name below.

Elizabeth Kudla Saarela

EKS  
Enclosures

Barb McBeth, City Planner  
City of Novi  
November 21, 2019  
Page 2

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

Order Number: 64177100



---

## INFORMATIONAL TITLE REPORT

### Schedule A

1. **Effective Date:** January 22, 2018 at 8:00 a.m.
2. **Fee simple interest in the land described in this commitment is owned, at the commitment date by:**  
Pulte Homes of Michigan LLC, a Michigan limited liability company
3. **The land referred to in this commitment is described as follows:**  
Land situated in the City of Novi in the County of Oakland in the State of Michigan  
(See Attached Exhibit A - Legal Description)  
**Client Reference:** Wembley Dr and Isabella Way Novi, MI 48374

---

Issued by: TITLE SOURCE, INC.  
662 Woodward Avenue  
Detroit, MI 48226  
Toll Free: (800) 594-1044 x 71818  
Contact: Lisa Wiedbusch  
Direct Line: (313) 877-1818  
E-mail: LisaWiedbusch@TitleSource.com

Schedule A





**Order Number:** 64177100

---

**Schedule B-I  
(Requirements)**

- 1. This report is for informational purposes only**
- 2. TAXES:** Tax Id No. TAXES NOT EXAMINED

**(SEE ATTACHED EXHIBIT B - Tax Certification)**

---

Order Number: 64177100

---

**Schedule B-II  
(Exceptions)**

If a Policy or Policies are requested, Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Easements or claims of easements not shown by the Public Records.
5. Any lien or rights to lien for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes and assessments that have become a lien against the property but are not yet due and payable. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any exemption status for the insured premises.
7. Oil and Gas Lease in favor of Somoco, Inc., as disclosed by instrument recorded in Liber 9086, page 489. Pooling Declaration and Agreement recorded in Liber 9688, page 178. Ratification of Pooling Declaration and Agreement recorded in Liber 9767, page 371 through Liber 9767, page 393. Reformation of Unit Area recorded in Liber 10206, page 193. Assignment of Overriding Royalty recorded in Liber 10265, page 537 and Liber 10265, page 549. Partial Assignment of Oil and Gas Leases recorded in Liber 10265, page 543, Liber 10265, page 556, Liber 10290, page 297 and Liber 10864, page 761. Assignment of Overriding Royalty recorded in Liber 10460, page 568, Corrected Assignment of Overriding Royalty recorded in Liber 11314, page 266 and Liber 12918, page 326. Stipulation of interest and Direction of Payment recorded in Liber 10754, page 341. Assignment of Overriding Royalty recorded in Liber 10864, page 767. Assignment of Oil and Gas Leases recorded in Liber 11325, page 311 and in Liber 13456, page 830. Partial Assignment of Oil and Gas Leases recorded in Liber 11686, page 576. Quit Claim Deeds recorded in Liber 10546, page 387 and in Liber 11022, page 187, and Assignment of Oil and Gas Leases recorded in Liber 16943, page 426. Assignment of Overriding Royalty interest recorded in Liber 16895, page 433. Assignment of Oil and Gas Leases recorded in Liber 43533, page 253 and Liber 43833, Page 282. Lessee's Release of Surface Rights recorded in Liber 42082, page 418. Assignment of Working Interest in Oil and Gas Leases recorded May 23, 2017 in Liber 50691, Page 848.

Said interest is encumbered by the following: Deed of Trust, Mortgage, Security Agreement & Assignment - Oil & Gas, executed by Harry L. Graham to Wayne Merritt, United Bank, N.A., dated September 18, 1989, recorded October 6, 1989 in Liber 11095, page 524, partially discharged as disclosed by Discharge of Mortgage dated January 22, 1990, recorded January 31, 1990, in Liber 11245, page 639. Mortgage, Security Agreement, Financing Statement and Assignment of Oil and Gas Interest, executed by Robert E. Tucker, Jr. to Old Kent Bank-Grand Traverse, dated June 1, 1992, recorded October 6, 1992 in Liber 12967, page 767.

---

**Order Number:** 64177100

- 
8. Oil and Gas Lease in favor of Somoco, Inc., as disclosed by instrument recorded in Liber 9086, page 501. Ratification of Oil Gas Lease recorded in Liber 9439, page 190. Pooling Declaration and Agreement recorded in Liber 9688, page 178. Ratification of Pooling Declaration and Agreement recorded in Liber 9767, page 371 through Liber 9767, page 393. Reformation of Unit Area recorded in Liber 10206, page 193. Assignment of Overriding Royalty recorded in Liber 10265, page 537 and Liber 10265, page 549. Partial Assignment of Oil and Gas Leases recorded in Liber 10265, page 543, Liber 10265, page 556, Liber 10290, page 297 and Liber 10864, page 761. Assignment of Overriding Royalty recorded in Liber 10460, page 568, Corrected Assignment of Overriding Royalty recorded in Liber 11314, page 266 and Liber 12918, page 326. Stipulation of interest and Direction of Payment recorded in Liber 10754, page 341. Assignment of Overriding Royalty recorded in Liber 10864, page 767. Assignment of Oil and Gas Leases recorded in Liber 11325, page 311 and in Liber 13456, page 830. Partial Assignment of Oil and Gas Leases recorded in Liber 11686, page 576. Quit Claim Deeds recorded in Liber 10546, page 387 and in Liber 11022, page 187, and Assignment of Oil and Gas Leases recorded in Liber 16943, page 426. Assignment of Overriding Royalty interest recorded in Liber 16895, page 433. Assignment of Oil and Gas Leases recorded in Liber 43533, page 253 and Liber 43833, Page 282. Lessee's Release of Surface Rights by and between Somoco, Inc., a Michigan corporation and Jerome G. Chappel and Barbara C. Chappel, husband and wife, recorded in Liber 48987, page 740. Assignment of Oil and Gas Leases recorded October 27, 2016 in liber 49997, Page 646.

Said interest is encumbered by the following: Deed of Trust, Mortgage, Security Agreement & Assignment - Oil & Gas, executed by Harry L. Graham to Wayne Merritt, United Bank, N.A., dated September 18, 1989, recorded October 6, 1989 in Liber 11095, page 524, partially discharged as disclosed by Discharge of Mortgage dated January 22, 1990, recorded January 31, 1990, in Liber 11245, page 639. Mortgage, Security Agreement, Financing Statement and Assignment of Oil and Gas Interest, executed by Robert E. Tucker, Jr. to Old Kent Bank-Grand Traverse, dated June 1, 1992, recorded October 6, 1992 In Utter 12967, page 767, Assignment of Oil and Gas Lease dated June 30, 2015 recorded July 08, 2015 in Liber 48369, page 466.

9. Mineral Deeds as disclosed by instruments recorded in Liber 10849, page 349 and in Liber 11008, page 428.
10. Mineral Deed as disclosed by instrument recorded in Liber 39855, page 390 and Partial Release of Certain Rights to the Surface of Real Property as disclosed by instrument recorded in Liber 42489, page 772.
11. Terms and Conditions contained in Planned Rezoning Overlay (Pro) Agreement as disclosed by instrument recorded in Liber 38684, Page 1.
12. Terms and Conditions contained in Reciprocal Sanitary Sewer Line Easement Agreement as disclosed by instrument recorded in Liber 42489, Page 776.
13. Easement for Pipelines granted to Consumers Energy Company, a Michigan corporation, recorded August 31, 2016 in Liber 49761, Page 254.
14. DTE Electric Company Underground Residential Distribution Easement (Right of Way) No. 45307598-45307632 in favor of DTE Electric Company, a Michigan corporation, AT&T, and Bright House recorded October 12, 2016 in Liber 49934, Page 105.
15. Landscape Conservation Easement by and between Pulte Homes of Michigan, LLC, a Michigan limited liability company, and the City of Novi recorded November 3, 2016 in Liber 50026, Page 1.
16. Storm Drainage Facility Maintenance Easement Agreement by and between Pulte Homes of Michigan, LLC, a Michigan limited liability company, and the City of Novi recorded December 15, 2016 in Liber 50181, Page 716.
17. Sanitary Sewer System Easement granted to the City of Novi, a Michigan municipal corporation, recorded January 23, 2017 in Liber 50308, Page 656.
18. Water System Easement granted to the City of Novi, a Michigan municipal corporation, recorded January 23, 2017 in Liber 50308, Page 671.
-



**Order Number:** 64177100

- 
19. Indemnity Agreement with Pulte Homes of Michigan, LLC, a Michigan Limited Liability Company, and the City of Novi, a Michigan Municipal Corporation, recorded January 23, 2017 in Liber 50308, page 680.
  20. Woodland/Wetland/Open Space Conservation Easement (Phase 1) by and between Pulte Homes of Michigan, LLC, a Michigan limited liability company, and the City of Novi recorded January 23, 2017 in Liber 50308, Page 700.
  21. Agreement for Conservation Easement by and between Pulte Homes of Michigan, LLC, a Michigan limited liability company, and the Michigan Department of Environmental Quality (DEQ) recorded May 12, 2017 in Liber 50661, Page 419.
  22. Rights of other riparian owners and to the public trust in and to the waters of the drain crossing subject property.
  23. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
  24. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
  25. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned Land.

NOTE: This report and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

---

## EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): TAXES NOT EXAMINED

Land situated in the City of Novi in the County of Oakland in the State of MI

Oberlin Boulevard, Oberlin Court, Isabella Way, Tennyson Court and Wembley Drive, of OBERLIN a condominium according to the Master Deed thereof as recorded June 24, 2016 in Liber 49511, Pages 694 through 781, both inclusive, Oakland County Records, as amended by First Amendment to Master Deed Oberlin recorded November 14, 2016 in Liber 50059, Page 672, Oakland County Records, Second Amendment to Master Deed Oberlin recorded July 14, 2017 in Liber 50864, Page 832, Oakland County Records, and Third Amendment to Master Deed Oberlin recorded September 21, 2017 in Liber 51094, Page 704, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 2144, together with rights in common elements and limited common elements, as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

### OVERALL CONDOMINIUM LEGAL DESCRIPTION:

A part of the Northeast 1/4 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the North 1/4 corner of said Section 20, for a POINT OF BEGINNING; thence North 87°24'47" East, 989.50 feet, along the North line of said Section 20 and the centerline of Eleven Mile Road, (said point being South 87°24'47" West, 1651.21 feet from the Northeast corner of said Section 20); thence South 02°30'48" East, 1314.47 feet; thence South 87°12'05" West, 990.07 feet, to a point on the North and South 1/4 line of said Section 20, (said point being North 02°29'20" West, 1340.50 feet from the center of said Section 20); thence North 02°29'20" West, 1318.13 feet, along the North and South 1/4 line of said Section 20, to the Point of Beginning.

### FOR INFORMATIONAL PURPOSES ONLY:

The following Units have been conveyed to third parties.

Units 5, 16, 21, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 42

### FOR INFORMATIONAL PUPOSES ONLY:

#### ROAD RIGHT-OF-WAY DEDICATION – INTERIOR ROAD

A Road Right-of-Way Dedication located in the East 1/2 of Section 20, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as: commencing at the North 1/4 Corner of said Section 20; thence North 87°24'47" East, 795.36 feet, along the North line of said Section 20 and centerline of Eleven Mile Road; thence South 02°28'56" East, 43.00 feet, for a POINT OF BEGINNING; thence North 87°24'47" East, 86.00 feet; thence 50.62 feet along a curve to the right, said curve having a radius of 218.28 feet, a central angle of 13°17'13" and a chord bearing and distance of South 02°06'08" West, 50.51 feet; thence South 09°02'59" West, 116.95 feet; thence 50.17 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 11°03'19" and a chord bearing and distance of South 14°34'39" West, 50.09 feet; thence South 20°06'18" West, 98.36 feet; thence 78.84 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 22°35'14" and a chord bearing and distance of South 08°48'41" West, 78.33 feet; thence South 02°28'56" East, 88.19 feet; thence 78.82 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 22°34'46" and a chord bearing and distance of South 13°46'19" East, 78.31 feet; thence 125.81 feet along a curve to the right, said curve having a radius of 480.00 feet, a central angle of 15°01'05" and a chord bearing and distance South 17°33'10" East, 125.45 feet; thence South 10°02'37" East, 46.30 feet; thence 226.15 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 49°50'13" and a chord bearing and distance of South 14°52'29" West, 219.09 feet; thence 32.93 feet along a curve to the right, said curve having a radius of

260.00 feet, a central angle of  $07^{\circ}15'24''$  and a chord bearing and distance of South  $34^{\circ}14'15''$  East, 32.91 feet; thence 48.93 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of  $14^{\circ}01'07''$  and a chord bearing and distance of South  $37^{\circ}37'06''$  East, 48.81 feet; thence South  $30^{\circ}00'03''$  West, 61.69 feet; thence 79.98 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of  $17^{\circ}37'29''$  and a chord bearing and distance of North  $39^{\circ}25'17''$  West, 79.66 feet; thence 148.46 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of  $42^{\circ}31'52''$  and a chord bearing and distance of North  $51^{\circ}52'29''$  West, 145.08 feet; thence North  $73^{\circ}08'25''$  West, 10.79 feet; thence North  $16^{\circ}51'35''$  East, 60.00 feet; thence South  $73^{\circ}08'25''$  East, 10.79 feet; thence 99.55 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of  $21^{\circ}56'15''$  and a chord bearing and distance of South  $62^{\circ}10'18''$  East, 98.94 feet; thence 167.99 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of  $48^{\circ}07'37''$  and a chord bearing and distance of North  $14^{\circ}01'11''$  East, 163.10 feet; thence North  $10^{\circ}02'37''$  West, 46.30 feet; thence 110.09 feet along a curve to the left, said curve having a radius of 420.00 feet, a central angle of  $15^{\circ}01'05''$  and a chord bearing and distance of North  $17^{\circ}33'10''$  West, 109.77 feet; thence 102.46 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of  $22^{\circ}34'46''$  and a chord bearing and distance of North  $13^{\circ}46'19''$  West, 101.80 feet; thence North  $02^{\circ}28'56''$  West, 88.19 feet; thence 102.50 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of  $22^{\circ}35'14''$  and a chord bearing and distance of North  $08^{\circ}48'41''$  East, 101.84 feet; thence North  $20^{\circ}06'18''$  East, 88.38 feet; thence 78.84 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of  $22^{\circ}35'14''$  and a chord bearing and distance of North  $08^{\circ}48'41''$  East, 78.33 feet; thence North  $02^{\circ}28'56''$  West, 122.01 feet, to the Point of Beginning.

Client Reference: Wembley Dr and Isabella Way, Novi, MI 48374

## ENGINEERING CONSULTANT REVIEW

November 14, 2019

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

Re: Oberlin Phase II and III - Planning Document Review  
Novi # JSP16-0037  
SDA Job No. NV17227  
**EXHIBITS APPROVED**

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on November 7, 2019 against the approved engineering plans. We offer the following comments:

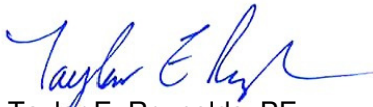
**Submitted Documents:**

- 1. Master Deed Exhibit B**  
(exhibit dated November 7, 2019)  
Exhibits Approved
- 2. Conservation Easement**  
(exhibits dated 11-7-2019)  
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**



Taylor E. Reynolds, PE  
Senior Project Engineer

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