



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item C
September 15, 2014

SUBJECT: Acceptance of a Conservation Easement from Pulte Land Company for woodland and wetland conservation areas on the Berkshire Pointe development, located on the west side of Wixom Road south of Grand River Avenue in Section 18 of the City.

SUBMITTING DEPARTMENT: Department of Community Development, Planning Division *Banks*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Pulte Land Company is developing Berkshire Pointe, an 86-unit residential development now under construction on 29.15 acres of land located on the west side of Wixom Road, south of Grand River Avenue. The current zoning of the property is RM-1, Low Density, Low-Rise Multiple-Family Residential, with a Planned Rezoning Overlay (PRO) Agreement, as approved by the City Council in the fall of 2013. The Preliminary Site Plan, Wetland Permit, Woodland Permit and Stormwater Management Plan were approved by the Planning Commission on December 11, 2013.

A condition of the PRO Agreement was that the applicant provide a conservation easement over the undisturbed natural areas including regulated woodlands and wetlands located on the property. Exhibit B graphically depicts the five areas being preserved, primarily at the northeast part of property, but also along the south property line. The area covers approximately 6.5 acres, or 22% of the 29.15 acre site.

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

RECOMMENDED ACTION: Acceptance of a Conservation Easement from Pulte Land Company for woodland and wetland conservation areas on the Berkshire Pointe development, located on the west side of Wixom Road south of Grand River Avenue in Section 18 of the City.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

LOCATION MAP

JSP13-47 Berkshire Pointe PRO

Conservation Easement



Map Legend

-  Subject Property
-  Conservation Easement



1 inch = 374 feet



City of Novi

Planning Division
Community Development Dept.
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Sara Roediger
Date: 07-28-14

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.

CITY ATTORNEY LETTER



JOHNSON ROSATI SCHULTZ JOPPICH PC
27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

July 10, 2014

Barb McBeth
Deputy Community Development Director
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: Berkshire Pointe
Conservation Easement**

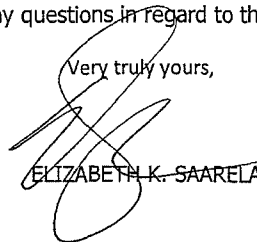
Dear Ms. McBeth:

Enclosed please find the final Conservation Easement for the preservation of woodlands, wetlands and wooded wetlands within the Berkshire Pointe PRO Development, which may be placed on an upcoming City Council Agenda for acceptance.

The Conservation Easement Area has been reviewed and approved by the City's Planner, Kristen Kapelanski. It should be noted that a minor modification of the Conservation Easement area from what was shown in the preliminary site plan was approved administratively to accommodate the installation of the storm sewer and corresponding storm sewer easement for the project. A small area was removed from the Conservation Easement Area and replaced with an equivalent alternative area that does not include storm sewer improvements. A marked up diagram showing the modification has also been enclosed. We note that the modification is not a substantial change from the preliminary approved site plan.

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

Very truly yours,



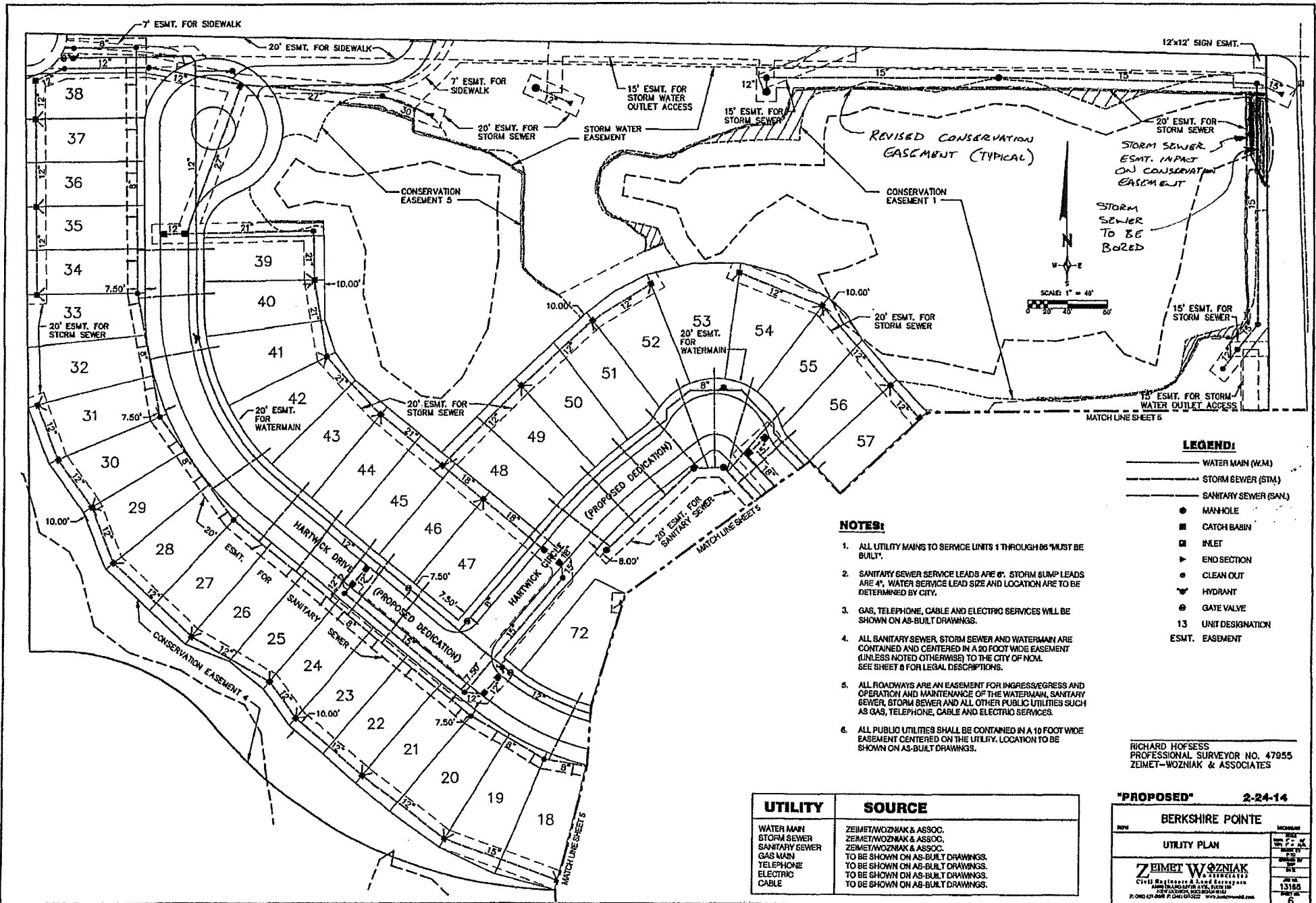
ELIZABETH K. SAARELA

EMK

cc: Maryanne Cornelius, Clerk (w/Original Enclosures)

Barb McBeth, Deputy Community Development Director
City of Novi
July 10, 2014
Page 2

Charles Boulard, Community Development Director (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Sara Roediger, Planner (w/Enclosures)
Andy Wozniak, Zeimet Wozniak & Associates (w/Enclosures)
Sandra Sorini-Elser, Esq. (w/Enclosures)
Thomas R. Schultz, Esq. (w/Enclosures)



- LEGEND:**
- WATER MAIN (W.M.)
 - STORM SEWER (STM)
 - SANITARY SEWER (SAN)
 - MANHOLE
 - CATCH BASIN
 - ▴ INLET
 - ▶ END SECTION
 - CLEAN OUT
 - ⊕ HYDRANT
 - ⊙ GATE VALVE
 - 13 UNIT DESIGNATION
 - ESMT. EASEMENT

- NOTES:**
1. ALL UTILITY MAINS TO SERVICE UNITS 1 THROUGH 88 MUST BE BUILT.
 2. SANITARY SEWER SERVICE LEADS ARE 6". STORM SUMP LEADS ARE 4". WATER SERVICE LEAD SIZE AND LOCATION ARE TO BE DETERMINED BY CITY.
 3. GAS, TELEPHONE, CABLE AND ELECTRIC SERVICES WILL BE SHOWN ON AS-BUILT DRAWINGS.
 4. ALL SANITARY SEWER, STORM SEWER AND WATERMAIN ARE CONTAINED AND CENTERED IN A 20 FOOT WIDE EASEMENT (UNLESS NOTED OTHERWISE) TO THE CITY OF NOL. SEE SHEET 6 FOR LEGAL DESCRIPTIONS.
 5. ALL ROADWAYS ARE AN EASEMENT FOR INGRESS/EGRESS AND OPERATION AND MAINTENANCE OF THE WATERMAIN, SANITARY SEWER, STORM SEWER AND ALL OTHER PUBLIC UTILITIES SUCH AS GAS, TELEPHONE, CABLE AND ELECTRIC SERVICES.
 6. ALL PUBLIC UTILITIES SHALL BE CONTAINED IN A 10 FOOT WIDE EASEMENT CENTERED ON THE UTILITY. LOCATION TO BE SHOWN ON AS-BUILT DRAWINGS.

UTILITY	SOURCE
WATER MAIN	ZEMETWOZNAK & ASSOC.
STORM SEWER	ZEMETWOZNAK & ASSOC.
SANITARY SEWER	ZEMETWOZNAK & ASSOC.
GAS MAIN	TO BE SHOWN ON AS-BUILT DRAWINGS.
TELEPHONE	TO BE SHOWN ON AS-BUILT DRAWINGS.
ELECTRIC	TO BE SHOWN ON AS-BUILT DRAWINGS.
CABLE	TO BE SHOWN ON AS-BUILT DRAWINGS.

RICHARD HOFSESS
 PROFESSIONAL SURVEYOR NO. 47955
 ZEMETWOZNAK & ASSOCIATES

"PROPOSED" 2-24-14	
BERKSHIRE POINTE	
NO. 10	INCHES
UTILITY PLAN	
ZEMETWOZNAK & ASSOCIATES	
CIVIL ENGINEER & LAND SURVEYOR STATE OF MASSACHUSETTS, LICENSE NO. 13185 200 WESTLAND STREET, SUITE 100 BOSTON, MASSACHUSETTS 02118 P. 617.437.8000 F. 617.437.8001 WWW.ZEMETWOZNAK.COM	
DATE	13185
PROJECT NO.	6

CONSERVATION EASEMENT

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 9th day of June, 2014, by and between Pulte Land Company, LLC, a Michigan limited liability company whose address is 100 Bloomfield Hills Parkway, Suite 140, 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 18 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 86-unit single family residential site condominium development on the Property ("Development"), subject to provision of an appropriate easement to permanently protect the woodlands, wetlands 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, 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 woodlands, wetlands and wooded wetland areas as shown on the attached and incorporated Exhibit B. Except for the storm water drainage easement and underground storm water drainage pipe along Wixom Road, 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, including the storm water drainage easement and underground storm water drainage pipe along Wixom Road as set forth in the approved final site plan for the Development, there shall be no disturbance of the woodlands, wetlands 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 Area.

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

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

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Document, and/or in the event of a failure to preserve and/or maintain the woodlands, wetlands 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 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.

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.


WITNESS:



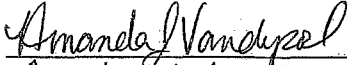
STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

GRANTOR

Pulte Land Company, LLC, a Michigan limited liability company

By: 
_____ Kevin Christofferson
Its: Director of Finance

The foregoing instrument was acknowledged before me this 9th day of June, 2014, by Kevin Christofferson, as the Director of Finance of Pulte Land Company, LLC a Michigan limited liability company, on its behalf.


_____ Amanda S. Vanderpool Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: March 5, 2020

Embossed Hereon Is My
Oakland County, Michigan Notary Public Seal
My Commission Expires March 05, 2020
AMANDA J. VANDERPOOL

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 _____, 20____, by _____, on behalf of the City of Novi, a Municipal Corporation.

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

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

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

Exhibit A to
Conservation Easement

Legal Description of Property

LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N. 88°55'17" W. 60.03 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE S. 00°41'00" E. 511.84 FEET ALONG THE WESTERLY RIGHT OF WAY OF WIXOM ROAD (60 FEET WIDE); THENCE S. 88°46'44" EAST 60.03 FEET TO THE EAST LINE OF SAID SECTION 18 AND CENTERLINE OF WIXOM ROAD (33 FEET WIDE, 1/2 WIDTH); THENCE ALONG SAID SECTION LINE AND CENTERLINE S. 00°41'00" E. 715.66 FEET; THENCE S. 89°19'00" W. 600.00 FEET; THENCE N. 00°41'00" W. 384.00 FEET; THENCE S. 89°19'00" W. 165.00 FEET; THENCE 417.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 459.96 FEET, CENTRAL ANGLE 51°58'21", AND A CHORD THAT BEARS N. 64°41'50" W. 403.07 FEET; THENCE 177.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE 50°49'12" AND A CHORD THAT BEARS N. 64°07'16" W. 171.64 FEET; THENCE N. 89°31'51" W. 29.92 FEET; THENCE N. 00°44'12" W. 630.03 FEET TO SAID NORTH LINE OF SECTION 18; THENCE ALONG SAID NORTH LINE S. 88°55'17" E. 1,251.94 FEET TO THE POINT OF BEGINNING CONTAINING 29.15 ACRES OF LAND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER WIXOM ROAD.

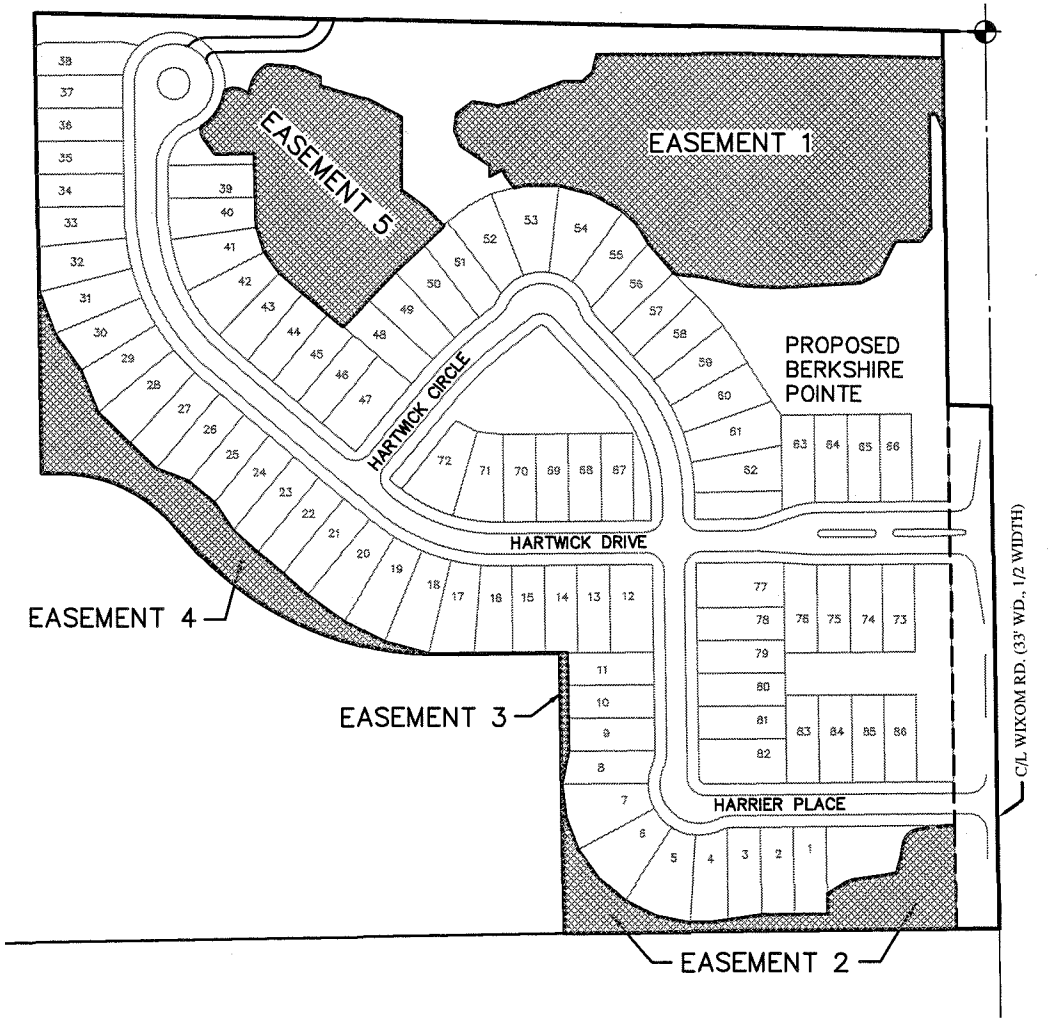
Exhibit B to
Conservation Easement

(see attached sketch and legal description)

EXHIBIT 'B'



SCALE: 1" = 200'



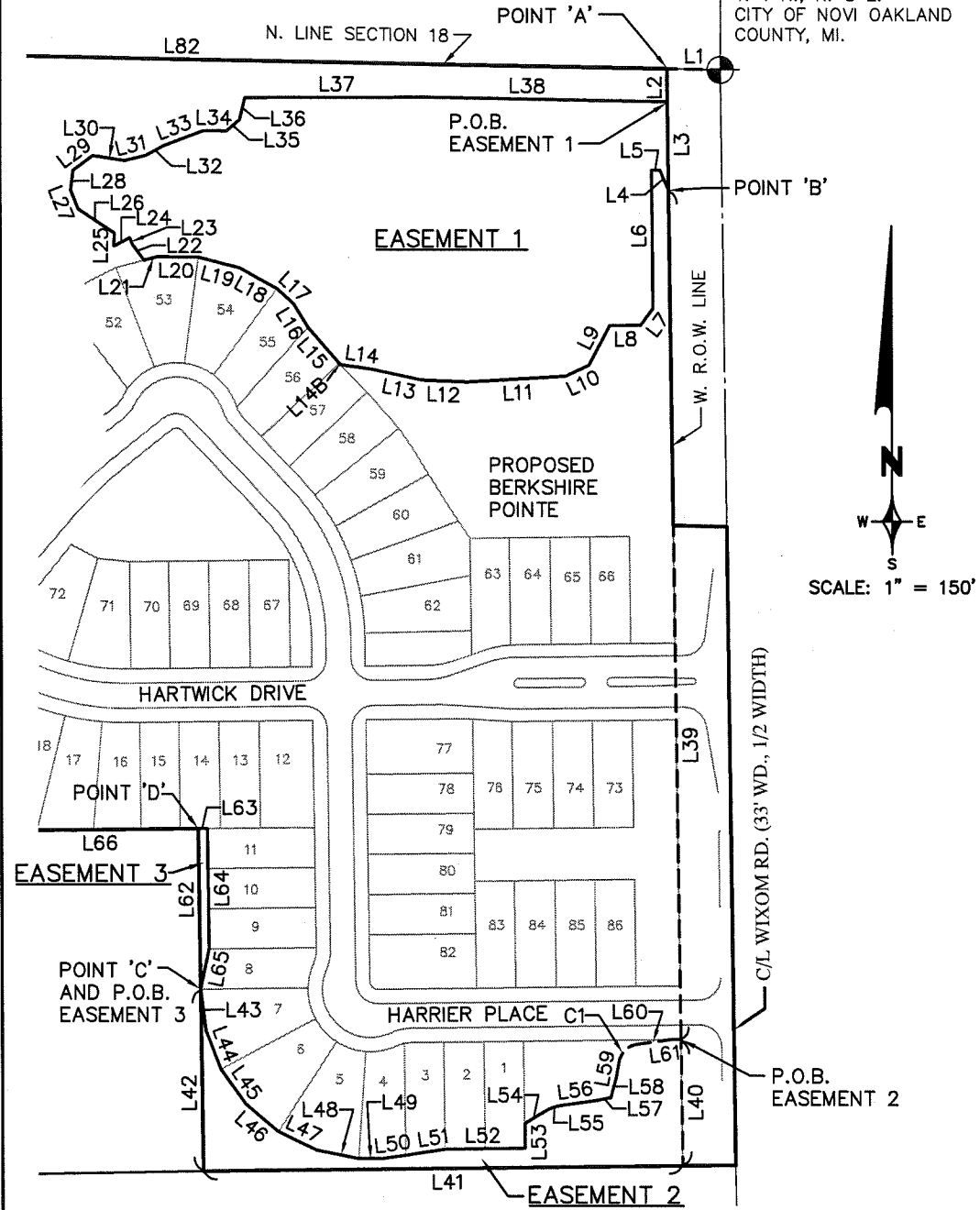
REVISIONS			CONSERVATION EASEMENT BERKSHIRE POINTE		DATE	SCALE	
ITEM	DATE	BY			4-21-14	HOR: 1" = 200'	FIELD BOOK NO.
REVISE ESMT 1	9-4-14	PTG	NOV	MICHIGAN	DESIGNED BY	JOB NO.	© COPYRIGHT 2014
			Z E I M E T W O Z N I A K & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com			13165	
					DRAWN BY	SHEET NO.	
					PTG	1/9	

EXHIBIT 'B'

LEGEND

- P.O.B. POINT OF BEGINNING
- L13 LINE NUMBER
- C17 CURVE NUMBER

N.E. CORNER
SECTION 18
T. 1 N., R. 8 E.
CITY OF NOVI OAKLAND
COUNTY, MI.



REVISIONS		
ITEM	DATE	BY
REVISE ESMT 1	9-4-14	PTG

**CONSERVATION EASEMENT
BERKSHIRE POINTE**

NOV MICHIGAN

Z E I M E T W O Z N I A K
& ASSOCIATES
Civil Engineers & Land Surveyors
55800 GRAND RIVER AVE, SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

DATE	SCALE
4-21-14	HOR: 1" = 150'
DESIGNED BY	FIELD BOOK NO.
PTG	
DRAWN BY	JOB NO.
PTG	13165
	SHEET NO.
	2/9

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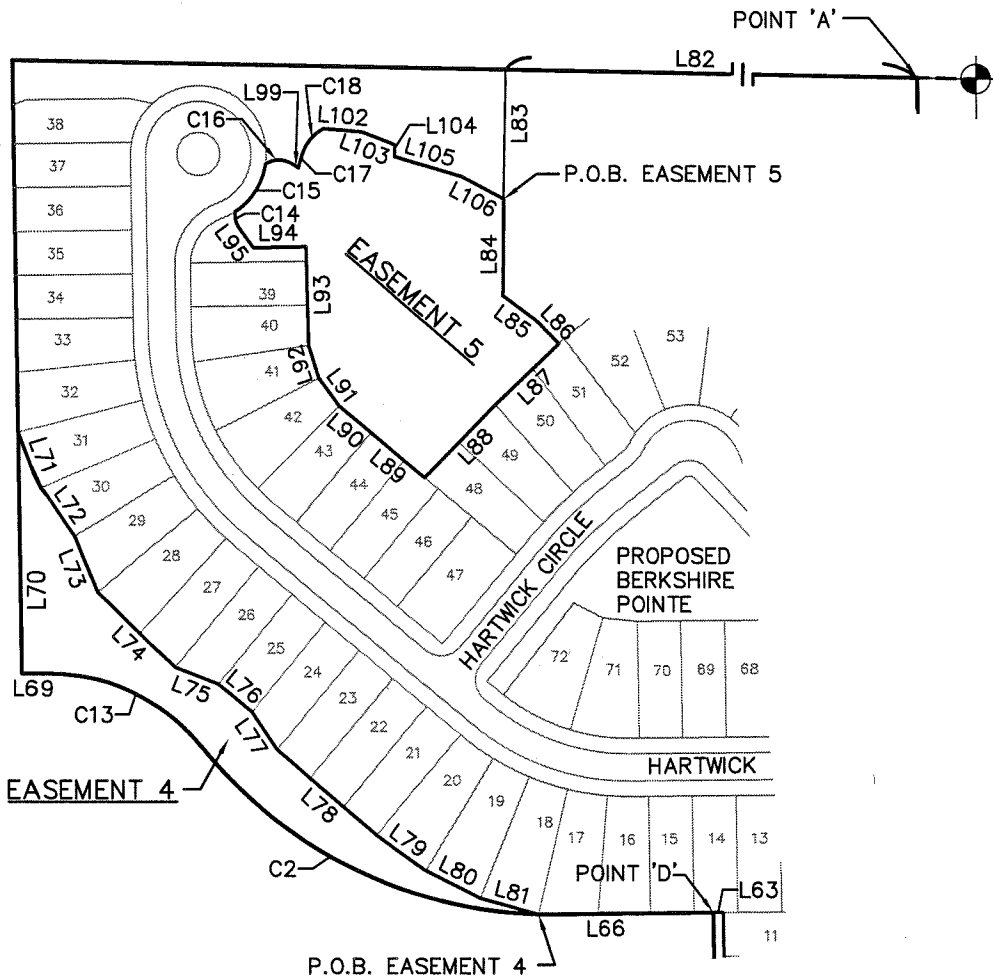
EXHIBIT 'B'

LEGEND

P.O.B. POINT OF BEGINNING
 L13 LINE NUMBER
 C17 CURVE NUMBER



SCALE: 1" = 150'



REVISIONS		
ITEM	DATE	BY
REVISE ESMT 1	9-4-14	PTG

**CONSERVATION EASEMENT
BERKSHIRE POINTE**

NOV MICHIGAN

ZEIMET WOZNIAK
 & ASSOCIATES
 Civil Engineers & Land Surveyors
 55800 GRAND RIVER AVE, SUITE 100
 NEW HUDSON, MICHIGAN 48165
 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

DATE	SCALE
4-21-14	HOR: 1" = 150'
DESIGNED BY	FIELD BOOK NO.
PTG	
DRAWN BY	JOB NO.
PTG	13165
	SHEET NO.
	3/9

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EXHIBIT 'B'

LEGAL DESCRIPTION OF CONSERVATION EASEMENTS

A DESCRIPTION OF FIVE (5) NON-CONTIGUOUS CONSERVATION EASEMENTS REFERRED TO AS EASEMENTS 1 THROUGH 5 LOCATED IN THE NORTHEAST 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N. 88°55'17" W. 60.03 FEET ALONG THE NORTH LINE OF SAID SECTION TO POINT 'A'; THENCE S. 00°41'00" E. 37.23 FEET ALONG THE WEST RIGHT OF WAY LINE OF WIXOM ROAD (60 FEET WIDE, 1/2 WIDTH) TO THE POINT OF BEGINNING OF SAID EASEMENT 1; THENCE ALONG SAID EASEMENT AND CONTINUING ALONG SAID WEST RIGHT OF WAY LINE S. 00°41'00" E. 99.34 FEET TO POINT 'B'; THENCE N. 23°33'04" W. 24.72 FEET; THENCE S. 89°30'12" W. 9.88 FEET; THENCE S. 00°29'48" E. 155.08 FEET; THENCE S. 37°02'16" W. 23.36 FEET; THENCE S. 89°19'00" W. 34.81 FEET; THENCE S. 27°58'59" W. 50.26 FEET; THENCE S. 64°50'41" W. 29.19 FEET; THENCE S. 86°39'04" W. 110.78 FEET; THENCE N. 87°28'47" W. 51.17 FEET; THENCE N. 77°52'29" W. 57.19 FEET; THENCE N. 81°54'56" W. 36.23 FEET; THENCE N. 43°37'58" W. 1.85 FEET; THENCE N. 40°47'00" W. 53.48 FEET; THENCE N. 31°00'45" W. 30.60 FEET; THENCE N. 47°35'45" W. 25.24 FEET; THENCE N. 60°54'50" W. 47.88 FEET; THENCE N. 75°23'29" W. 47.88 FEET; THENCE N. 89°52'08" W. 47.88 FEET; THENCE S. 75°39'13" W. 14.30 FEET; THENCE N. 37°13'58" W. 22.48 FEET; THENCE N. 21°52'00" W. 7.80 FEET; THENCE S. 62°56'22" W. 20.56 FEET; THENCE N. 01°04'43" E. 14.81 FEET; THENCE N. 56°38'00" W. 48.27 FEET; THENCE N. 21°57'01" W. 23.32 FEET; THENCE N. 07°22'46" E. 22.24 FEET; THENCE N. 53°49'26" E. 27.65 FEET; THENCE S. 81°12'03" E. 36.15 FEET; THENCE N. 76°30'05" E. 25.73 FEET; THENCE N. 61°48'34" E. 22.53 FEET; THENCE N. 69°20'15" E. 48.28 FEET; THENCE S. 89°11'05" E. 25.86 FEET; THENCE N. 49°32'04" E. 19.42 FEET; THENCE N. 13°44'46" E. 25.51 FEET; THENCE N. 89°50'59" E. 207.18 FEET; THENCE S. 88°55'16" E. 268.93 FEET TO THE POINT OF ENDING OF SAID EASEMENT 1; THENCE FROM SAID POINT 'B' S. 00°41'00" E. 951.44 FEET TO THE POINT OF BEGINNING OF EASEMENT 2; THENCE ALONG SAID EASEMENT S. 00°41'00" E. 141.49 FEET; THENCE S. 89°19'00" W. 540.00 FEET; THENCE N. 00°41'00" W. 204.00 FEET TO POINT 'C'; THENCE S. 06°58'07" E. 46.51 FEET; THENCE S. 21°01'23" E. 46.51 FEET; THENCE S. 35°17'31" E. 47.88 FEET; THENCE S. 49°46'10" E. 47.88 FEET; THENCE S. 64°14'49" E. 47.88 FEET; THENCE S. 78°43'28" E. 47.88 FEET; THENCE S. 89°59'47" E. 26.73 FEET; THENCE N. 81°56'16" E. 26.73 FEET; THENCE N. 81°25'26" E. 45.43 FEET; THENCE N. 89°19'13" E. 90.00 FEET; THENCE N. 00°41'00" W. 27.82 FEET; THENCE N. 58°36'31" E. 30.63 FEET; THENCE N. 70°16'30" E. 10.11 FEET; THENCE N. 81°56'30" E. 43.48 FEET; THENCE N. 78°58'09" E. 18.21 FEET; THENCE N. 15°29'50" E. 22.30 FEET; THENCE N. 10°48'17" E. 18.81 FEET; THENCE 31.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 25.00 FEET, CENTRAL ANGLE 71°30'37" AND A CHORD THAT BEARS N. 46°33'36" E. 29.22 FEET; THENCE N. 82°18'54" E. 38.56 FEET; THENCE N. 89°19'13" E. 10.81 FEET TO THE POINT OF ENDING OF SAID EASEMENT 2; THENCE FROM SAID POINT 'C', SAID POINT ALSO BEING THE POINT OF BEGINNING OF EASEMENT 3, N. 00°41'00" W. 180.00 FEET TO POINT 'D'; THENCE N. 89°19'00" E. 10.00 FEET; THENCE S. 00°40'47" E. 135.00 FEET; THENCE S. 11°50'07" W. 46.10 FEET TO THE POINT OF ENDING OF SAID EASEMENT 3; THENCE FROM SAID POINT 'D' S. 89°24'45" W. 181.73 FEET TO THE POINT OF BEGINNING OF EASEMENT 4; THENCE

CONTINUE ON SHEET 5/9

REVISIONS <table border="1"> <thead> <tr> <th>ITEM</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>REVISE ESMT 1</td> <td>9-4-14</td> <td>PTG</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			ITEM	DATE	BY	REVISE ESMT 1	9-4-14	PTG																CONSERVATION EASEMENT BERKSHIRE POINT NOV MICHIGAN		DATE 4-21-14	SCALE HOR: 1" = FIELD BOOK NO.
ITEM	DATE	BY																									
REVISE ESMT 1	9-4-14	PTG																									
ZEIMET WOZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com			DESIGNED BY JOB NO. 13165	DRAWN BY SHEET NO. PTG 4/9	© COPYRIGHT 2014																						

EXHIBIT 'B'

ALONG SAID EASEMENT 400.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 459.97 FEET, CENTRAL ANGLE 49°53'15" AND A CHORD THAT BEARS N. 63°39'19" W. 387.97 FEET; THENCE 177.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 200.01 FEET, CENTRAL ANGLE 50°49'10" AND A CHORD THAT BEARS N. 64°07'16" W. 171.64 FEET; THENCE N. 89°31'51" W. 29.93 FEET; THENCE N. 00°44'12" W. 248.24 FEET; THENCE S. 20°37'02" E. 61.13 FEET; THENCE S. 35°35'17" E. 60.91 FEET; THENCE S. 21°46'31" E. 62.39 FEET; THENCE S. 46°18'19" E. 111.55 FEET; THENCE S. 68°37'44" E. 47.43 FEET; THENCE S. 50°11'38" E. 45.00 FEET; THENCE S. 34°17'47" E. 46.79 FEET; THENCE S. 49°16'02" E. 135.02 FEET; THENCE S. 54°19'26" E. 62.09 FEET; THENCE S. 63°09'57" E. 62.84 FEET; THENCE S. 74°52'03" E. 62.68 FEET TO THE POINT OF ENDING OF SAID EASEMENT 4; THENCE FROM SAID POINT 'A' N. 88°55'17" W. 743.53 FEET; THENCE S. 01°04'43" W. 132.83 FEET TO THE POINT OF BEGINNING OF EASEMENT 5; THENCE ALONG SAID EASEMENT S. 00°33'51" W. 99.32 FEET; THENCE S. 53°44'11" E. 43.48 FEET; THENCE S. 44°44'22" E. 33.06 FEET; THENCE S. 46°36'30" W. 91.54 FEET; THENCE S. 44°19'15" W. 104.42 FEET; THENCE N. 50°11'38" W. 71.97 FEET; THENCE N. 49°38'02" W. 42.40 FEET; THENCE N. 35°58'14" W. 35.36 FEET; THENCE N. 17°28'26" W. 35.36 FEET; THENCE N. 01°21'41" W. 101.15 FEET; S. 88°49'54" W. 55.00 FEET; THENCE N. 35°52'29" W. 24.46 FEET; THENCE 18.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 25.00 FEET, CENTRAL ANGLE 41°45'10" AND A CHORD THAT BEARS N. 14°59'54" W. 17.82 FEET; THENCE 60.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 70.00 FEET, CENTRAL ANGLE 49°19'49" AND A CHORD THAT BEARS N. 33°17'48" E. 58.42 FEET; THENCE 28.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 25.00 FEET, CENTRAL ANGLE 65°02'30" AND A CHORD THAT BEARS N. 88°48'01" E. 26.88 FEET; THENCE S. 58°40'44" E. 8.51 FEET; THENCE 15.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 115.59 FEET, CENTRAL ANGLE 07°26'54" AND A CHORD THAT BEARS N. 16°34'16" E. 15.02 FEET; THENCE 34.57 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 46.21 FEET, CENTRAL ANGLE 42°51'48" AND A CHORD THAT BEARS N. 40°01'32" E. 33.77 FEET; THENCE S. 85°07'56" E. 39.26 FEET; THENCE S. 69°02'44" E. 36.77 FEET; THENCE S. 01°04'43" W. 12.17 FEET; THENCE S. 73°20'17" E. 71.30 FEET; THENCE S. 62°18'14" E. 49.33 FEET TO THE POINT OF ENDING OF EASEMENT 5.


REVISIONS			CONSERVATION EASEMENT BERKSHIRE POINTE		DATE		SCALE	
ITEM	DATE	BY			4-21-14		HOR: 1" =	
REVISE ESMT 1	9-4-14	PTG	NOV	MICHIGAN	DESIGNED BY	JOB NO.	© COPYRIGHT 2014	
			 ZEIMET WOZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		13165			
					DRAWN BY	SHEET NO.		
			PTG	5/9				

EXHIBIT 'B'

Line Table		
Line #	Direction	Length
L1	N88°55'17"W	60.03'
L2	S00°41'00"E	37.23'
L3	S00°41'00"E	99.34'
L4	N23°33'04"W	24.72'
L5	S89°30'12"W	9.88'
L6	S00°29'48"E	155.08'
L7	S37°02'16"W	23.36'
L8	S89°19'00"W	34.81'
L9	S27°58'59"W	50.26'
L10	S64°50'41"W	29.19'
L11	S86°39'04"W	110.78'
L12	N87°28'47"W	51.17'
L13	N77°52'29"W	57.19'
L14	N81°54'56"W	36.23'
L14	N81°54'56"W	36.23'
L14B	N43°37'58"W	1.85'
L16	N31°00'45"W	30.60'
L17	N47°35'45"W	25.24'
L18	N60°54'50"W	47.88'
L19	N75°23'29"W	47.88'
L20	N89°52'08"W	47.88'

Line Table		
Line #	Direction	Length
L21	S75°39'13"W	14.30'
L22	N37°13'58"W	22.48'
L23	N21°52'00"W	7.80'
L24	S62°56'22"W	20.56'
L25	N01°04'43"E	14.81'
L26	N56°38'00"W	48.27'
L27	N21°57'01"W	23.32'
L28	N07°22'46"E	22.24'
L29	N53°49'26"E	27.65'
L30	S81°12'03"E	36.15'
L31	N76°30'05"E	25.73'
L32	N61°48'34"E	22.53'
L33	N69°20'15"E	48.28'
L34	S89°11'05"E	25.86'
L35	N49°32'04"E	19.42'
L36	N13°44'46"E	25.51'
L37	N89°50'59"E	207.18'
L38	S88°55'16"E	268.93'
L39	S00°41'00"E	951.44'
L40	S00°41'00"E	141.49'

REVISIONS			CONSERVATION EASEMENT BERKSHIRE POINTE		DATE		SCALE		
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				Z EIMET W OZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com		JOB NO.		© COPYRIGHT 2014	
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				SHEET NO.		6/9			

EXHIBIT 'B'

Line Table		
Line #	Direction	Length
L41	S89°19'00"W	540.00'
L42	N00°41'00"W	204.00'
L43	S06°58'07"E	46.51'
L44	S21°01'23"E	46.51'
L45	S35°17'31"E	47.88'
L46	S49°46'10"E	47.88'
L47	S64°14'49"E	47.88'
L48	S78°43'28"E	47.88'
L49	S89°59'47"E	26.73'
L50	N81°56'16"E	26.73'
L51	N81°25'26"E	45.43'
L52	N89°19'13"E	90.00'
L53	N00°41'00"W	27.82'
L54	N58°36'31"E	30.63'
L55	N70°16'30"E	10.11'
L56	N81°56'30"E	43.48'
L57	N78°58'09"E	18.21'
L58	N15°29'50"E	22.30'
L59	N10°48'17"E	18.81'
L60	N82°18'54"E	38.56'

Line Table		
Line #	Direction	Length
L61	N89°19'13"E	10.18'
L62	N00°41'00"W	180.00'
L63	N89°19'00"E	10.00'
L64	S00°40'47"E	135.00'
L65	S11°50'07"W	46.10'
L66	S89°24'45"W	181.73'
L69	N89°31'51"W	29.93'
L70	N00°44'12"W	248.24'
L71	S20°37'02"E	61.13'
L72	S35°35'17"E	60.91'
L73	S21°46'31"E	62.39'
L74	S46°18'19"E	111.55'
L75	S68°37'44"E	47.43'
L76	S50°11'38"E	45.00'
L77	S34°17'47"E	46.79'
L78	S49°16'02"E	135.02'
L79	S54°19'26"E	62.09'
L80	S63°09'57"E	62.84'
L81	S74°52'03"E	62.68'
L82	N88°55'17"W	743.53'

REVISIONS			CONSERVATION EASEMENT BERKSHIRE POINTE		DATE		SCALE				
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			Z EIMET W OZNI AK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com					13165			
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EXHIBIT 'B'

Line Table		
Line #	Direction	Length
L83	S01°04'43"W	132.83'
L84	S00°33'51"W	99.32'
L85	S53°44'11"E	43.48'
L86	S44°44'22"E	33.06'
L87	S46°36'30"W	91.54'
L88	S44°19'15"W	104.42'
L89	N50°11'38"W	71.97'
L90	N49°38'02"W	42.40'
L91	N35°58'14"W	35.36'
L92	N17°28'26"W	35.36'
L93	N01°21'41"W	101.15'
L94	S88°49'54"W	55.00'
L95	N35°52'29"W	24.46'
L99	S58°40'44"E	8.51'
L102	S85°07'56"E	39.26'
L103	S69°02'44"E	36.77'
L104	S01°04'43"W	12.17'
L105	S73°20'17"E	71.30'
L106	S62°18'14"E	49.33'

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EXHIBIT 'B'

NOTE

OMIT CURVE NUMBERS 3 - 12.

Curve Table					
Curve #	Length	Radius	Angle	Chord Direction	Chord Length
C1	31.20'	25.00'	071°30'37"	N46°33'36"E	29.22'
C2	400.50'	459.97'	049°53'15"	N63°39'19"W	387.97'
C13	177.40'	200.01'	050°49'10"	N64°07'16"W	171.64'
C14	18.22'	25.00'	041°45'10"	N14°59'54"W	17.82'
C15	60.27'	70.00'	049°19'49"	N33°17'48"E	58.42'
C16	28.38'	25.00'	065°02'30"	N88°48'01"E	26.88'
C17	15.03'	115.59'	007°26'54"	N16°34'16"E	15.02'
C18	34.57'	46.21'	042°51'48"	N40°01'32"E	33.77'

REVISIONS			CONSERVATION EASEMENT BERKSHIRE POINTE		DATE		SCALE		
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REVISE	ESMT 1	9-4-14	PTG	NOV		MICHIGAN		DESIGNED BY	
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