



SUBJECT: Acceptance of two Conservation Easements from Pulte Homes of Michigan, LLC, for woodland conservation and wetland conservation being offered as a part of JSP20-38, Ballantyne, a single family development located north of Eight Mile Road and east of Garfield Road.

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT, PLANNING

BACKGROUND INFORMATION:

The applicant received site plan approval to construct 41 single-family residential units as part of a RUD (Residential Unit Development) Agreement on a 50.86 acre site located on Parcel 50-22-31-400-007. The RUD agreement was approved by City Council on February 3, 2014. The Planning Commission approved the preliminary site plan, wetland use permit, and stormwater management plan on February 24, 2021. The project has recently begun construction.

The applicant is offering a Woodland Conservation Easement for the purpose of preserving 817 woodland replacement credits to be planted on the property. The easement area shall be perpetually preserved and maintained, in its final state of condition, unless changes are authorized by the City. The conservation easement plan, shown as Exhibit B of the easement document, graphically depicts the areas being preserved. The proposed woodland conservation area is approximately 13.57 acres.

The applicant is also offering a Wetland Conservation Easement for the purpose of preserving an existing wetland. The easement area shall be perpetually preserved and maintained, in its final state of condition, unless authorized by the City. The conservation easement plan, shown as Exhibit C of the easement document, graphically depicts the areas being preserved. The proposed wetland conservation area is approximately 1.12 acres.

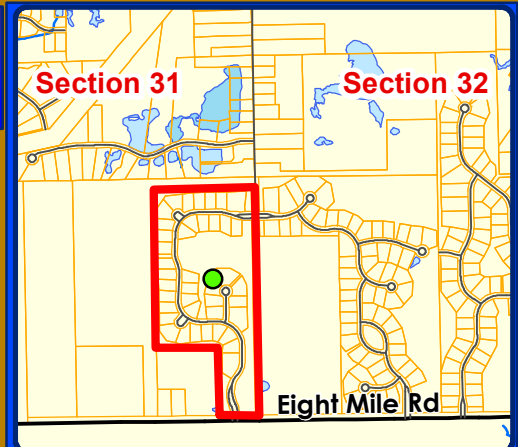
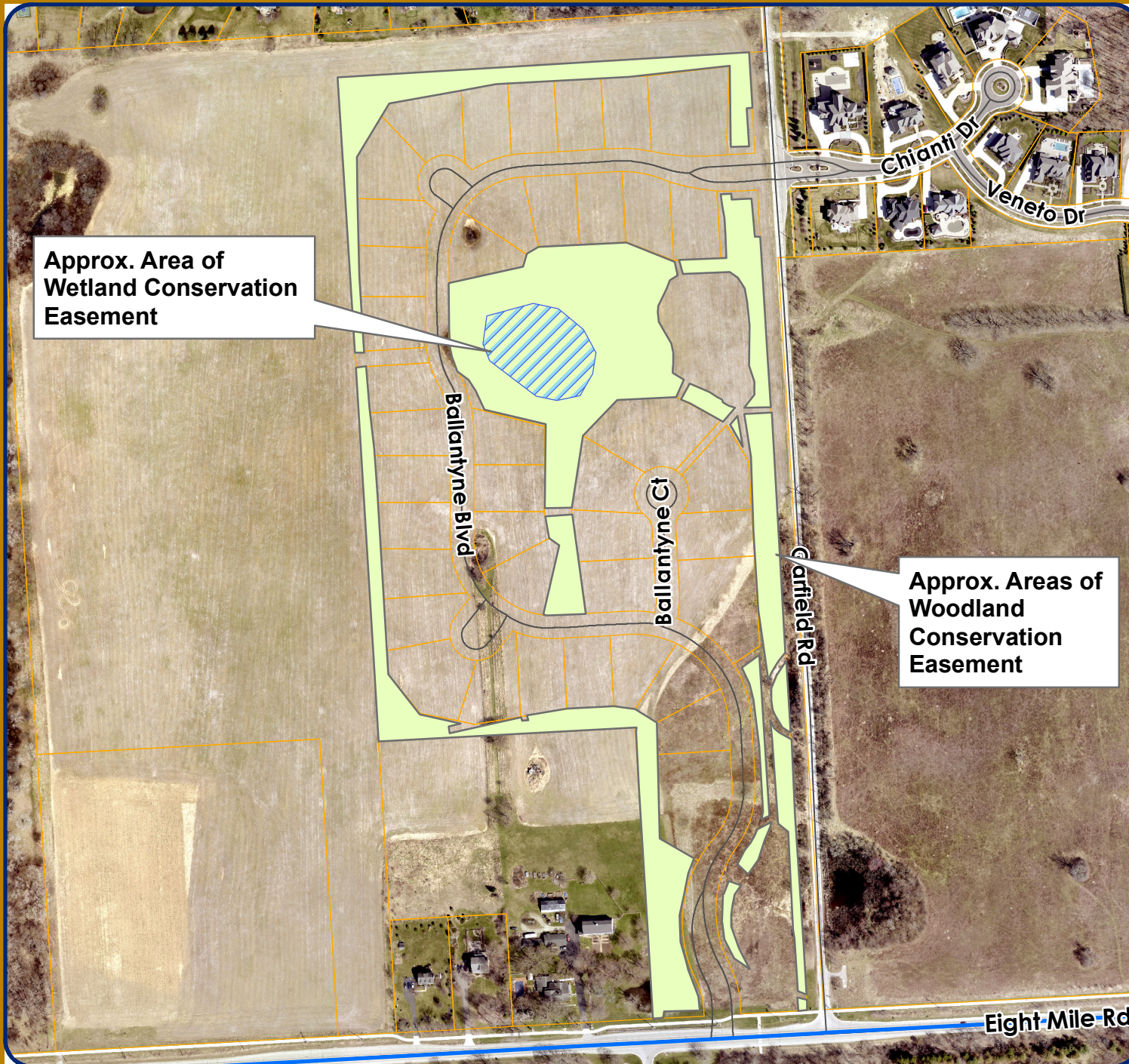
The easements have been reviewed by the City's professional staff and consultants. The easements are in a form acceptable to the City Attorney's office for consideration and acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of two Conservation Easements from Pulte Homes of Michigan, LLC, for woodland conservation and wetland conservation being offered as a part of JSP20-38, Ballantyne, a single family development located north of Eight Mile Road and east of Garfield Road.

CONTEXT MAP

JSP20-38 BALLANTYNE

WETLAND & WOODLAND CONSERVATION EASEMENT AREAS



LEGEND

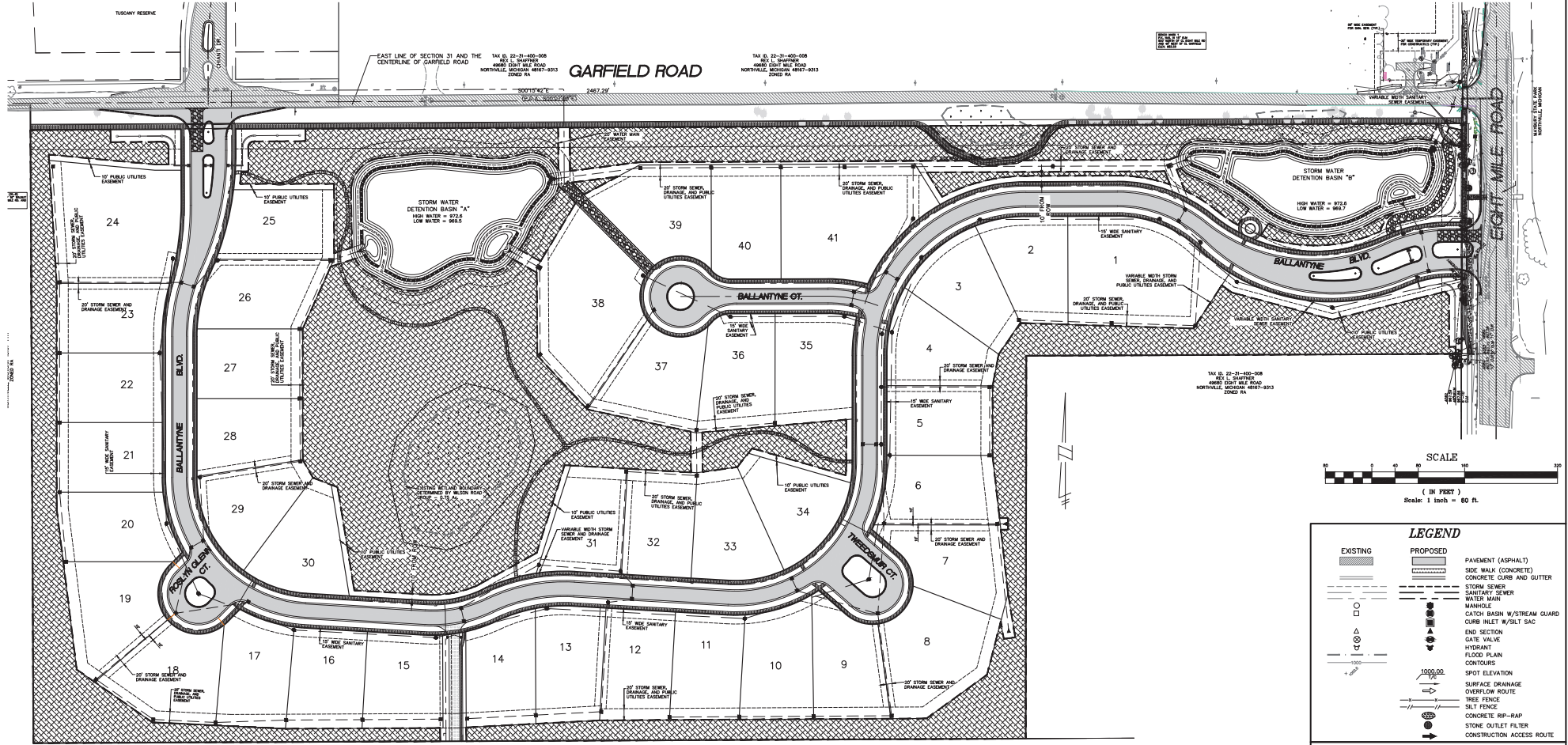
-  Wetland Conservation Easement Area
-  Woodland Conservation Easement Area
-  Subject Property

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

Map Author: Madeleine Daniels
 Date: 9/16/22
 Project: Ballantyne
 Version #: 1

0 80 160 320 480 Feet
 1 inch = 372 feet

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.

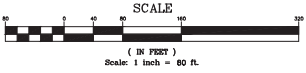


EAST LINE OF SECTION 31 AND THE CENTERLINE OF GARFIELD ROAD
 TAX ID: 22-31-400-008
 REC 2: QUARTER
 4400' DIST. W/11' WIDE
 NORTHWEST CORNER 4867-14033
 ZONED RA

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 4400' DIST. W/11' WIDE
 NORTHWEST CORNER 4867-14033
 ZONED RA



LEGEND

EXISTING	PROPOSED	DESCRIPTION
[Symbol]	[Symbol]	PAVEMENT (ASPHALT)
[Symbol]	[Symbol]	SIDE WALK (CONCRETE)
[Symbol]	[Symbol]	CONCRETE CURB AND GUTTER
[Symbol]	[Symbol]	STORM SEWER
[Symbol]	[Symbol]	WATER MAIN
[Symbol]	[Symbol]	MANHOLE
[Symbol]	[Symbol]	CATCH BASIN W/STREAM GUARD
[Symbol]	[Symbol]	CURB INLET W/SILT SAC
[Symbol]	[Symbol]	END SECTION
[Symbol]	[Symbol]	GATE VALVE
[Symbol]	[Symbol]	HYDRANT
[Symbol]	[Symbol]	FLOOD PLAN
[Symbol]	[Symbol]	CONTOURS
[Symbol]	[Symbol]	SPOT ELEVATION
[Symbol]	[Symbol]	SURFACE DRAINAGE
[Symbol]	[Symbol]	OVERFLOW ROUTE
[Symbol]	[Symbol]	TREE FENCE
[Symbol]	[Symbol]	SILT FENCE
[Symbol]	[Symbol]	CONCRETE RIP-RAP
[Symbol]	[Symbol]	STONE OUTLET FILTER
[Symbol]	[Symbol]	CONSTRUCTION ACCESS ROUTE

[Hatched Box Symbol] DENOTES WOODLAND PRESERVATION EASEMENT

BALLANTYNE
 SECTION 31, TOWN 1 NORTH, RANGE 8 EAST
 CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

REVISIONS

NO.	DATE	DESCRIPTION
1.	10-28-14	REVISED WOODLAND TREE PRES. LIMIT
2.	2-27-15	STAMPING SET
3.	6-3-21	REVISE PER CITY OF NOVI
4.	8-14-21	SUBMIT FOR FINAL SITE PLAN
5.	8-16-21	REVISE PER CITY
6.	08-28-21	REV. ST 84-83 PER CITY

UTILITY WARNING
 UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM "GULLY OWNER" AND NOT FIELD LOCATED.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

DATE: 8-25-14 APPROVED BY: A.A. FOR NUMBER: 15-050 CHECKED BY: P.E. DRAWING FILE: 15-050-WD.DWG

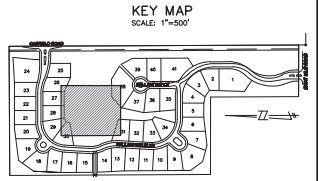
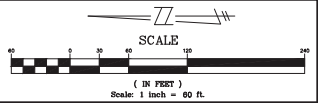
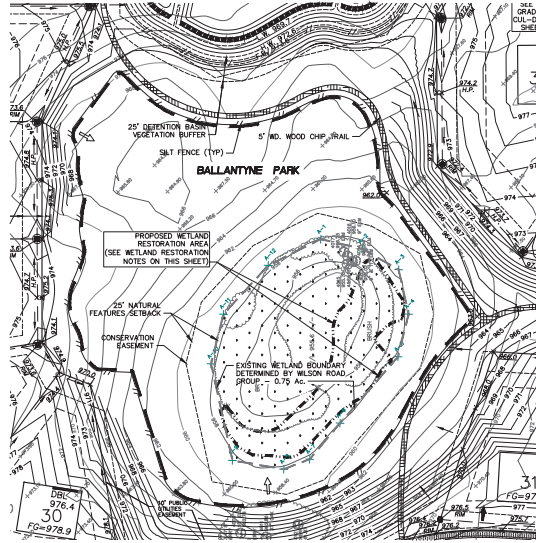
WOODLAND CONSERVATION PLAN

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

SHEET 22

Wetland Restoration Plant List - Ballantyne Development

Common Name	Botanical Name
Permanent Grasses/Sedges:	
Bristly Sedge	Carex comosa
Crested Oval Sedge	Carex cristatella
bristly cattail sedge	Carex frankii
Brown Fox Sedge	Carex vulpinoidea
Great Spiked Rush	Eleocharis palustris
Virginia Wild Rye	Elymus virginicus
Fowl manna Grass	Glyceria striata
Rice Cut Grass	Leersia oryzoides
Dark Green Rush	Scirpus atrovirens
Wool Grass	Scirpus cyperinus
Chairmaker's Rush	Scirpus pungens
Great Bullrush	Scirpus validus
Common Bar Reed	Sparganium eurycarpum
Forbs:	
Sweet Flag	Acorus calamus
Water Plantain	Alisma spp
Swamp Milkweed	Asclepias incarnate
Bristly Aster	Aster puniceus
Bidens	Bidens spp
Common Boneset	Eupatorium perfoliatum
Sneezeweed	Helenium autumnale
Blac Flag	Iris virginica
Great Blue Lobelia	Lobelia siphilitica
Common Water Horehound	Lycopus americanus
Monkey Flower	Mimulus ringens
Ditch Stonecrop	Pentstemon sedoides
Pinkweed	Polygonum spp
Wild Golden Glow	Rudbeckia laciniata
Common Arrowhead	Sagittaria latifolia
Wild Senna	Senna hebecarpa
Purple Meadow Rue	Thalictrum dasycarpum
Blue Vervain	Verbena hastata
Ireneed	Vernonia spp
Shrubs:	
Silky Dogwood	Cornus amomum Miller
Red-Osier Dogwood	Cornus solonifera Michaux
Trees:	
Silver Maple	Acer saccharinum
Red Maple	Acer rubrum
Temporary Cover:	
Common Oat	Avena sativa
Annual Rye	Lolium multiflorum



WETLAND RESTORATION NOTES:

WETLAND "A" - TOTAL AREA PROPOSED RESTORATION = 0.25 AC.

RESTORATION ACTIVITIES:

1. UPPER TIER OF EXISTING WETLAND "A" (AS DELINEATED ON SHEET 3) TO BE EXCAVATED APPROX. 10" - 12" IN DEPTH, ALLOWS REMOVAL OF EXISTING INVASIVE SPECIES AND THEIR ROOT BASE.
2. PLACE CLEAN BLACK DIRT (TOPSOIL) WITHIN THE AREA OF THE EXCAVATION AND GRADDED BACK TO EXISTING GRADING THE RESTORATION CELL.
3. SEED THE RESTORATION CELL WITH A WETLAND SEED MIX. (INCLUDES GRASSES, SEDGES AND FORBS - GENESIS NURSERIES, SEE WETLAND RESTORATION PLANT LIST)
4. PLANT NATIVE SHRUB SPECIES ALONG THE RESTORATION CELL'S ELEVATED SLOPED PERIMETERS. (SEE WETLAND RESTORATION PLANT LIST)
5. PLANT REPLACEMENT TREES ALONG PERIMETER OF THE EXISTING WETLAND AND WITHIN THE PROPOSED RESTORATION CELL, PART OF THE DEVELOPMENT OVERALL TREE REPLACEMENT PLAN. (SEE WETLAND RESTORATION PLANT LIST AND LANDSCAPE PLANS)

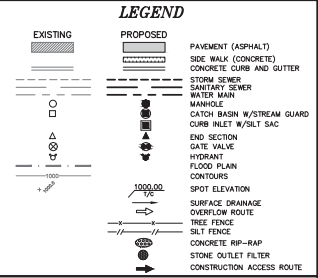
PROPOSED MONITORING ACTIVITIES

Pursuant to the existing agreement with the City of Novi, the wetland restoration area will be monitored for a period of five consecutive years. Monitoring activities shall be conducted by a qualified wetland consultant and will be conducted each year during the growing season. An annual report will be provided to the City of Novi no later than January 31st following each monitoring year.

The wetland monitoring activities and report will include the following activities:

- Vegetation to be sampled between May 31 and August 31.
- Vegetation in the herbaceous layer should be sampled using a 3.28 foot by 3.28 foot (one square meter) sample plot; vegetation in the shrub and tree layer should be sampled using a 30-foot radius sample plot.
- Restoration area shall be sampled using a minimum of two (2) permanent sampling plots.
- Provide listing of all plant species identified in the plots and otherwise observed during monitoring. Data for each plot should include species common name, scientific name, wetland indicator status, and whether the species is considered native in Michigan.
- Provide the percentage of each wetland type along with a plan view drawing depicting the location of each wetland type.
- Delineate areas greater than 0.01 acre in size that are composed of open water, bare soil, areas dominated by invasive species, and areas without a predominance of wetland vegetation and provide their location in a plan view.
- Document wildlife sightings or evidence of wildlife use within the restoration area.
- Inspect the site during all monitoring visits for oil, grease, man-made debris, and all other contaminants and document the visual assessment of the turbidity or clarity of the water in the restoration area.
- Provide annual photographic documentation of the development of the restoration site from permanent photographic stations located within each mitigation area.
- Provide one-time photographic evidence of the construction or placement of at least 6 inches of high-quality soil from the A-horizon of an organic or loamy surface texture soil across the mitigation area.
- A written summary of the wetland's development comparing data gathered in the current monitoring year with the data of all previous monitoring years.
- A written summary of all problem areas that have been identified and potential/recommended corrective measures needed to address them.

WETLAND CONSULTANT:
WILSON ROAD GROUP
 15683 HAYES ROAD
 SHELBY TWP., MICHIGAN 48315
 PHONE: 810.895.1219



BALLANTYNE
 SECTION 31, TOWN 1 NORTH, RANGE 8 EAST
 CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

REVISONS		72 HOURS OF WORKING TIME BEFORE YOU DIG
NO.	DATE	
1.	FOR SEED FORMER PROVISION	9-25-14
2.	SECC. REVISIONS PER CITY OF NOVI	10-01-14
3.	STAMPING SET	2-21-15
4.	REUSE PER CITY OF NOVI	6-3-21
5.	SUBMIT FOR FINAL SITE PLAN	8-14-21
6.	REUSE PER CITY	8-16-21

DATE: 8-25-14 APPROVED BY: A.A. FOR NUMBER: 15-080 DRAWING FILE: 15-080-WSP-DWG CHECKED BY: P.E. DRAWING FILE: 15-080-WSP-DWG

WETLAND RESTORATION PLAN

<p>SEIBER, KEAST ENGINEERING, L.L.C. CONSULTING ENGINEERS 100 MANCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167 PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM</p>	<p>SHEET 23</p>
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**EXECUTED DRAFT WOODLAND
CONSERVATION EASEMENT**

WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this ____ day of _____, 2022, by and between Pulte Homes of Michigan LLC, a Michigan limited liability company whose address is 2800 Livernois Road, Building D, Suite 320, Troy, MI 48083 (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 31 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of a residential development on the Property, subject to provision of an appropriate easement to permanently protect the woodlands and open space 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 and open space, 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 woodlands, 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.

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

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

EXHIBIT A

A part of the Southeast 1/4 of Section 31, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 31; thence North 00°15'42" West, 60.00 feet, along the East line of said Section 31 and the centerline of Garfield Road, to the Point of Beginning; thence North 89°55'05" West, 440.00 feet, along the Northerly right-of-way of Eight Mile Road (said line being 60.00 feet North of and parallel to the South line of said Section 31 and the centerline of Eight Mile Road); thence North 00°15'42" West, 750.00 feet, (previously described as North 00°07'08" West); thence North 89°55'05" West, 660.00 feet, (previously described as North 89°46'33" West); thence North 00°15'42" West, 1710.40 feet, (previously described as North 00°07'08" West, 1710.11 feet); thence North 89°43'21" East, 1099.98 feet, (previously described as North 89°51'00" East), to the East line of said Section 31 and the centerline of Garfield Road, (said point being South 00°15'42" East, 115.05 feet from the East 1/4 Corner of said Section 31); thence South 00°15'42" East, 2467.29 feet, (previously described as South 00°07'08" East), along the East line of said Section 31 and the centerline of said Garfield Road, to the Point of Beginning. All of the above containing 50.854 Acres. All of the above being subject to easements, restrictions and right-of-ways of record. All of the above being subject to the rights of the public in Garfield Road.

P:\12-020 8 Mile & Garfield\12-020EASE-WD.dwg



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

CONSULTING ENGINEERS

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

BALLANTYNE

SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: "NOT TO SCALE"

DATE: 7.22.2021

JOB NO.: 12-020

DWG.: 12-020EASE-WD.dwg

DRAWN BY: DN

CHECK: GN

SHEET: 1 OF 1

EXHIBIT B

LEGAL DESCRIPTION

WOODLAND PRESERVATION EASEMENT

A Woodland Preservation Easement being part of the Southeast 1/4 of Section 31, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 31; thence N00°15'42"W, 60.00 feet, along the East line of said Section 31 and the Centerline of Garfield Road, to the Northerly Right-Of-Way of Eight Mile Road; thence N89°55'06"W, 54.79 feet, along the Northerly Right-Of-Way of said Eight Mile Road, for a **POINT OF BEGINNING 1**; thence continuing N89°55'06"W, 26.29 feet; thence N00°04'54"E, 15.02 feet; thence N67°28'46"E, 6.89 feet; thence N21°11'52"W, 17.53 feet; thence N89°51'13"E, 4.25 feet; thence S65°12'19"E, 30.29 feet, for a Reference Point "A"; thence S14°27'29"W, 22.04 feet, **to the POINT OF BEGINNING 1**. All of the above containing 0.003 Acres.

And also, commencing at Reference Point "A"; thence N14°27'29"E, 20.33 feet, **for a POINT OF BEGINNING 2**; thence N65°12'19"W, 30.78 feet, for a Reference Point "B"; thence 47.63 feet along a curve to the Left, said curve having a radius of 100.00 feet, a central angle of 27°17'20" and a chord bearing and distance of N00°00'11"W, 47.18 feet; thence 56.68 feet along a curve to the Right, said curve having a radius of 119.38 feet, a central angle of 27°12'21" and a chord bearing and distance of N03°49'06"W, 56.15 feet; thence 54.64 feet along a curve to the Left, said curve having a radius of 120.00 feet, a central angle of 26°05'28" and a chord bearing and distance of N02°11'14"W, 54.17 feet; thence N00°15'42"W, 73.32 feet; thence 38.91 feet along a curve to the Left, said curve having a radius of 50.84 feet, a central angle of 43°50'47" and a chord bearing and distance of N04°11'02"E, 37.96 feet; thence N13°14'55"W, 13.10 feet; thence N00°15'42"W, 23.08 feet; thence N03°58'17"E, 86.93 feet; thence 31.43 feet along a curve to the Left, said curve having a radius of 50.70 feet, a central angle of 35°31'17" and a chord bearing and distance of N12°14'04"W, 30.93 feet; thence 24.72 feet along a curve to the Left, said curve having a radius of 32.86 feet, a central angle of 43°06'23" and a chord bearing and distance of N57°25'25"W, 24.14 feet; thence N19°43'23"W, 17.15 feet; thence N00°15'42"W, 250.76 feet; thence S25°21'01"E, 31.14 feet; thence S58°17'16"E, 32.15 feet; thence S43°46'52"E, 22.04 feet, for a Reference Point "D"; thence S11°48'46"E, 21.73 feet; thence S00°15'42"E, 628.00 feet along the proposed Right-Of-Way of said Garfield Road; thence S14°27'29"W, 4.03 feet, **to the POINT OF BEGINNING 2**. All of the above containing 0.633 Acres.

And also, commencing at Reference Point "B"; thence N62°53'07"W, 139.54 feet, **for a POINT OF BEGINNING 3**; thence 40.46 feet along a curve to the Left, said curve having a radius of 56.24 feet, a central angle of 41°12'52" and a chord bearing and distance of N54°57'56"W, 39.59 feet; thence 211.97 feet along a curve to the Right, said curve having a radius of 270.00 feet, a central angle of 44°58'56" and a chord bearing and distance of N02°04'29"W, 206.57 feet; thence S56°03'55"E, 25.40 feet, for a Reference Point "C"; thence 185.25 feet along a curve to the Left, said curve having a radius of 176.88 feet, a central angle of 60°00'32" and a chord bearing and distance of S00°23'00"E, 176.90 feet; thence 42.07 feet along a curve to the Right, said curve having a radius of 186.94 feet, a central angle of 12°53'34" and a chord bearing and distance of S24°50'58"E, 41.98 feet, **to the POINT OF BEGINNING 3**. All of the above containing 0.087 Acres.

And also, commencing at Reference Point "C"; thence N36°38'17"E, 42.60 feet, **for a POINT OF BEGINNING 4**; thence N56°03'55"W, 34.10 feet; thence 44.52 feet along a curve to the Right, said curve having a radius of 270.00 feet, a central angle of 09°26'49" and a chord bearing and distance of N34°17'25"E, 44.47 feet; thence 65.17 feet along a curve to the Left, said curve having a radius of 270.00 feet, a central angle of 13°49'50" and a chord bearing and distance of N32°05'55"E, 65.02 feet; thence N69°05'19"E, 39.10 feet; thence S14°02'16"E, 8.30 feet; thence 20.03 feet along a curve to the Left, said curve having a radius of 31.38 feet, a central angle of 36°34'29" and a chord bearing and distance of S38°03'26"W, 19.69 feet; thence 116.98 feet along a curve to the Right, said curve having a radius of 389.05 feet, a central angle of 17°13'40" and a chord bearing and distance of S29°40'53"W, 116.54 feet, **to the POINT OF BEGINNING 4**. All of the above containing 0.094 Acres.

P:\12-020 B Mine & Garfield\EASEMENTS\12-020EASE-WD.dwg



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

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
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BALLANTYNE

SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: "NOT TO SCALE"
DATE: 7.22.2021
JOB NO.: 12-020
DWG.: 12-020EASE-WD.dwg
DRAWN BY: DN
CHECK: GN
SHEET: 1 OF 3

EXHIBIT B

And also, commencing at Reference Point "D"; thence N18°14'08"E, 13.71 feet, **for a POINT OF BEGINNING 5**; thence N44°09'02"W, 17.13 feet; thence N58°17'16"W, 30.13 feet; thence N25°21'01"W, 37.56 feet; thence N05°20'57"W, 56.50 feet; thence N23°10'42"E, 58.50 feet; thence N43°00'28"E, 51.20 feet, for a Reference Point "E"; thence S00°15'42"E, 209.55 feet along the proposed Right-Of-Way of said Garfield Road, **to the POINT OF BEGINNING 5**. All of the above containing 0.191 Acres.

And also, commencing at Reference Point "E"; thence N00°15'42"W, 23.24 feet, **for a POINT OF BEGINNING 6**; thence S32°19'06"W, 21.91 feet; thence S43°10'42"W, 48.67 feet; thence S23°10'42"W, 37.04 feet, for a Reference Point "F"; thence N00°15'42"W, 564.66 feet, for a Reference Point "G"; thence N07°17'47"W, 121.41 feet; thence N89°44'18"E, 74.87 feet; thence S00°15'42"E, 597.37 feet along the proposed Right-Of-Way Line of said Garfield Road, **to the POINT OF BEGINNING 6**. All of the above containing 0.897 Acres.

And also, commencing at Reference Point "F"; thence N16°12'28"W, 72.80 feet, **for a POINT OF BEGINNING 7**; thence S00°15'42"E, 410.22 feet; thence S69°05'19"W, 24.32 feet; thence 92.15 feet along a curve to the Left, said curve having a radius 270.00 feet, a central angle of 19°33'20" and a chord bearing and distance of N09°34'58"E, 91.71 feet; thence N00°11'42"W, 158.22 feet; thence 150.01 feet along a curve to the Left, said curve having a radius of 305.13 feet, a central angle of 28°10'06" and a chord bearing and distance of N14°03'12"W, 148.50 feet; thence N58°09'46"E, 49.65 feet, **to the POINT OF BEGINNING 7**. All of the above containing 0.122 Acres.

And also, commencing at Reference Point "G"; thence N33°06'26"W, 45.93 feet, **for a POINT OF BEGINNING 8**; thence N27°54'59"W, 66.06 feet, for a Reference Point "H"; thence N45°09'30"E, 29.34 feet; thence S07°17'47"E, 79.71 feet, **to the POINT OF BEGINNING 8**. All of the above containing 0.021 Acres.

And also, commencing at Reference Point "H"; thence N46°04'09"W, 20.00 feet, **for a POINT OF BEGINNING 9**; thence N58°59'17"W, 117.63 feet; thence N29°42'30"E, 41.85 feet; thence 9.60 feet along a curve to the Left, said curve having a radius of 36.10 feet, a central angle of 15°14'25" and a chord bearing and distance of S55°31'06"E, 9.57 feet; thence 21.58 feet along a curve to the Left, said curve having a radius of 81.15 feet, a central angle of 15°14'25" and a chord bearing and distance of S61°47'47"E, 21.52 feet; thence 69.12 feet along a curve to the Right, said curve having a radius of 165.58 feet, a central angle of 23°54'58" and a chord bearing and distance of S56°06'59"E, 68.62 feet; thence 29.64 feet along a curve to the Left, said curve having a radius of 48.40 feet, a central angle of 35°05'10" and a chord bearing and distance of S61°42'05"E, 29.18 feet, for a Reference Point "I"; thence S45°09'30"W, 41.52 feet, **to the POINT OF BEGINNING 9**. All of the above containing 0.117 Acres.

And also, commencing at Reference Point "I"; thence N89°07'03"E, 28.81 feet, **for a POINT OF BEGINNING 10**; thence 73.11 feet along a curve to the Left, said curve having a radius of 53.35 feet, a central angle of 78°30'56" and a chord bearing and distance of N22°49'38"E, 67.53 feet; thence 63.85 feet along a curve to the Right, said curve having a radius of 151.60 feet, a central angle of 24°07'51" and a chord bearing and distance of N06°09'12"W, 63.38 feet; thence N05°54'43"E, 68.65 feet; thence 53.25 feet along a curve to the Left, said curve having a radius of 248.40 feet, a central angle of 12°16'53" and a chord bearing and distance of N00°13'44"W, 53.14 feet; thence N06°22'10"W, 59.16 feet; thence 85.95 feet along a curve to the Left, said curve having a radius of 58.40 feet, a central angle of 84°19'35" and a chord bearing and distance of N48°31'58"W, 78.40 feet; thence S89°05'28"W, 96.10 feet; thence N17°47'37"W, 32.29 feet, for a Reference Point "J"; thence Due East, 119.60 feet; thence Due North 161.90 feet, for a Reference Point "K"; thence 21.71 feet along a curve to the Left, said curve having a radius of 526.00 feet, a central angle of 02°22'09" and a chord bearing and distance of S85°11'58"E, 21.75 feet; thence Due South, 12.35 feet; thence N89°58'58"E, 41.71 feet; thence 15.42 feet along a curve to the Right, said curve having a radius of 9.75 feet, a central angle of 90°37'42" and a chord bearing and distance of S45°12'24"E, 13.86 feet; thence S00°15'49"E, 88.73 feet; thence N89°44'18"E, 21.32 feet; thence S00°15'42"E, 435.64 feet along the proposed Right-Of-Way of said Garfield Road ; thence S89°44'18"W, 71.54 feet, **to the POINT OF BEGINNING 10**. All of the above containing 0.834 Acres.



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BALLANTYNE

SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: "NOT TO SCALE"

DATE: 7.22.2021

JOB NO.: 12-020

DWG.: 12-020EASE-WD.dwg

DRAWN BY: DN

CHECK: GN

SHEET: 2 OF 3

EXHIBIT B

And also, commencing at Reference Point "J"; thence N76°12'45"W, 23.48 feet, **for a POINT OF BEGINNING 11**; thence S17°48'41"E, 43.99 feet; thence 35.85 feet along a curve to the Left, said curve having a radius of 58.40 feet, a central angle of 35°10'18" and a chord bearing and distance of S46°16'34"W, 35.29 feet; thence S28°41'25"W, 41.80 feet; thence 80.23 feet along a curve to the Left, said curve having a radius of 78.40 feet, a central angle of 58°37'58" and a chord bearing and distance of S00°37'34"E, 76.77 feet; thence S29°56'33"E, 39.57 feet; thence 44.08 feet along a curve to the Right, said curve having a radius of 51.60 feet, a central angle of 48°56'45" and a chord bearing and distance of S05°28'11"E, 42.75 feet; thence 65.42 feet along a curve to the Left, said curve having a radius of 48.58, a central angle of 77°09'36" and a chord bearing and distance of S19°40'13"E, 60.59 feet; thence S29°42'30"W, 47.57 feet; thence S89°36'12"W, 142.80 feet; thence S47°13'30"W, 126.61 feet; thence S12°10'12"W, 182.44 feet, for a Reference Point "L"; thence S89°27'59"W, 70.15 feet; thence N03°15'58"E, 218.24 feet; thence N72°19'34"W, 158.85 feet; thence N28°37'36"W, 118.96 feet; thence 87.77 feet along a curve to the Right, said curve having a radius of 190.50 feet, a central angle of 26°23'47" and a chord bearing and distance of N09°48'21"W, 86.99 feet; thence N03°23'51"E, 124.48 feet; thence N80°48'07"E, 179.99 feet; thence N21°12'51"E, 45.52 feet; thence N60°16'21"E, 35.70 feet; thence Due East, 225.58 feet; thence S65°43'27"E, 118.03 feet, **to the POINT OF BEGINNING 11**. All of the above containing 5.324 Acres.

And also, commencing at Reference Point "K"; thence N15°12'16"E, 127.94 feet, **for a POINT OF BEGINNING 12**; thence Due North, 23.07 feet; thence N05°18'36"E, 184.13 feet; thence S86°28'48"W, 222.46 feet; thence Due West, 388.91 feet; thence S82°53'32"W, 279.02 feet; thence S34°56'00"W, 159.02 feet; thence S02°45'20"W, 229.73 feet; thence S00°15'42"E, 266.57 feet, for a Reference Point "M"; thence S89°44'22"W, 22.88 feet, to a Point on the Westerly Line of said Subject Property; thence N00°15'38"W, 701.13 feet along the Westerly Line of said subject property; thence N89°43'21"E, 1056.98 feet along the Northerly Line of said Subject Property; thence S00°15'42"E, 138.07 feet along the proposed Right-Of-Way of said Garfield Road; thence S89°44'18"W, 21.32 feet; thence S00°15'46"E, 88.95 feet; thence 17.37 feet along a curve to the Right, said curve having a radius of 9.96 feet, a central angle of 99°52'08" and a chord bearing and distance of S44°41'11"W, 15.25 feet; thence S89°59'18"W, 28.21 feet, **to the POINT OF BEGINNING 12**. All of the above containing 1.929 Acres.

And also, commencing at Reference Point "L"; thence S03°07'32"W, 20.04 feet, **for a POINT OF BEGINNING 13**; thence S05°02'51"E, 249.27 feet; thence N89°55'20"W, 77.64 feet; thence 18.45 feet along a curve to the Right, said curve having a radius of 190.00 feet, a central angle of 05°33'47" and a chord bearing and distance of N87°08'26"W, 18.44 feet; thence N16°06'22"E, 167.85 feet; thence N51°27'37"W, 41.38 feet; thence N07°58'56"W, 60.19 feet; thence N89°27'59"E, 68.29 feet, **to the POINT OF BEGINNING 13**. All of the above containing 0.366 Acres.

And also, commencing at Reference Point "M"; thence S01°14'28"E, 45.01 feet, **for a POINT OF BEGINNING 14**; thence S03°02'12"E, 230.18 feet; thence S00°19'52"E, 563.40 feet; thence S35°49'56"E, 128.69 feet; thence S75°28'39"E, 95.25 feet; thence S80°38'19"W, 30.47 feet; thence S06°05'39"E, 20.00 feet; thence N80°41'51"E, 76.88 feet; thence N83°34'35"E, 110.75 feet; thence S00°13'51"W, 12.32 feet; thence S89°46'09"E, 19.99 feet; thence N00°13'51"E, 14.65 feet; thence N83°34'35"E, 108.73 feet; thence S89°55'20"E, 120.00 feet; thence S79°03'30"E, 55.41 feet; thence S55°06'16"E, 65.49 feet; thence S01°46'14"W, 298.50 feet; thence S56°46'57"E, 89.23 feet; thence S36°53'42"W, 20.69 feet; thence S15°06'54"W, 179.86 feet; thence S13°53'48"E, 200.58 feet; thence S47°41'25"W, 10.09 feet; thence N89°54'47"W, 87.64 feet; thence S00°22'26"W, 11.54 feet; thence S89°44'28"W, 12.11 feet to a Point on the Westerly Line of Subject Property; thence N00°15'42"W, 740.26 feet along the Westerly Line of Subject Property; thence N89°55'09"W, 660.03 feet along the Southerly Line of Subject Property; thence N00°15'38"W, 964.32 feet along the Westerly Line of Subject Property; thence N89°44'22"E, 23.65 feet, **to the POINT OF BEGINNING 14**. All of the above containing 2.785 Acres.



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SCALE: "NOT TO SCALE"

DATE: 7.22.2021

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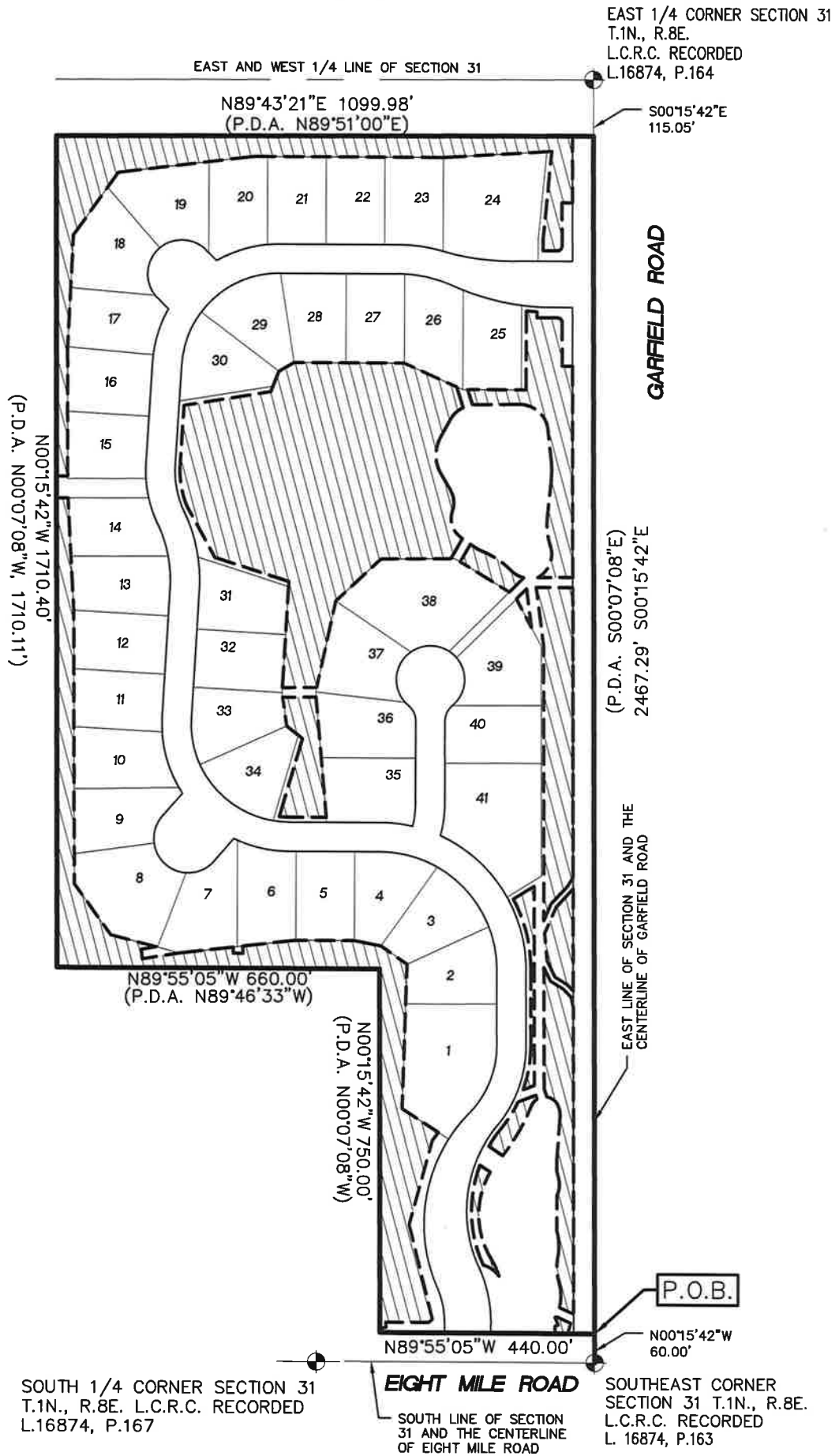
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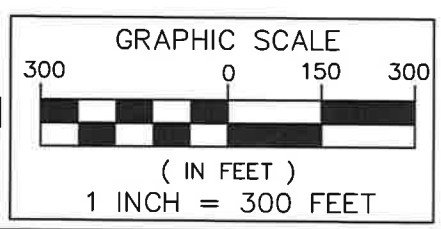
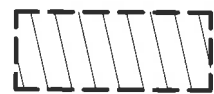
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EXHIBIT C



WOODLAND PRESERVATION EASEMENT



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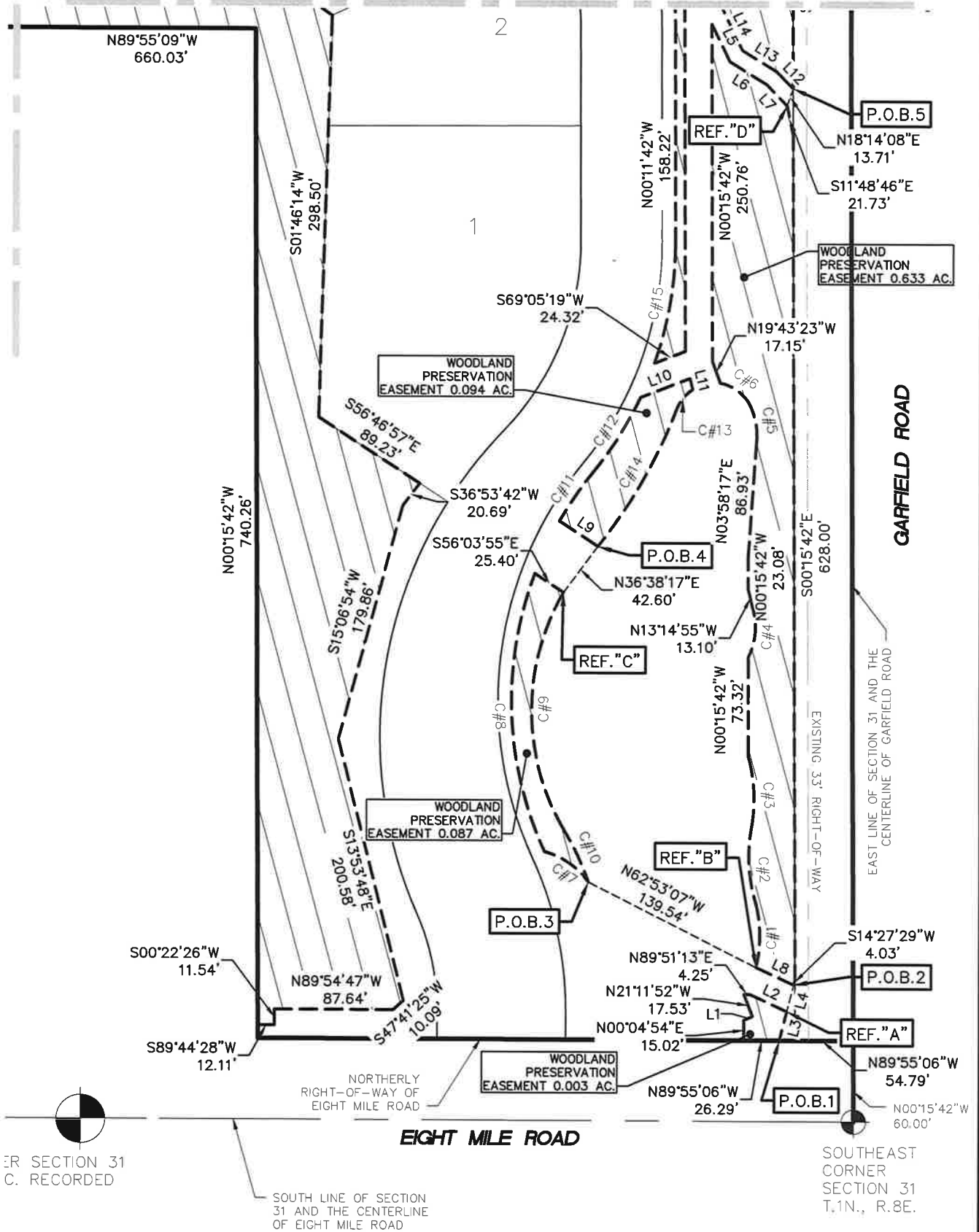
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SECTION 31, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 300'
DATE:	7.22.2021
JOB NO.:	12-020
DWG:	12-020EASE-WD.dwg
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SHEET:	1 OF 8

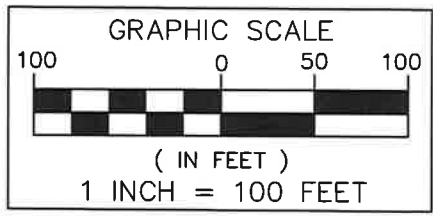
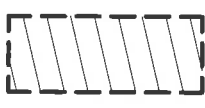
EXHIBIT C

SEE SHEET 3 FOR CONTINUATION

SEE SHEET 4 FOR CONTINUATION



WOODLAND PRESERVATION EASEMENT



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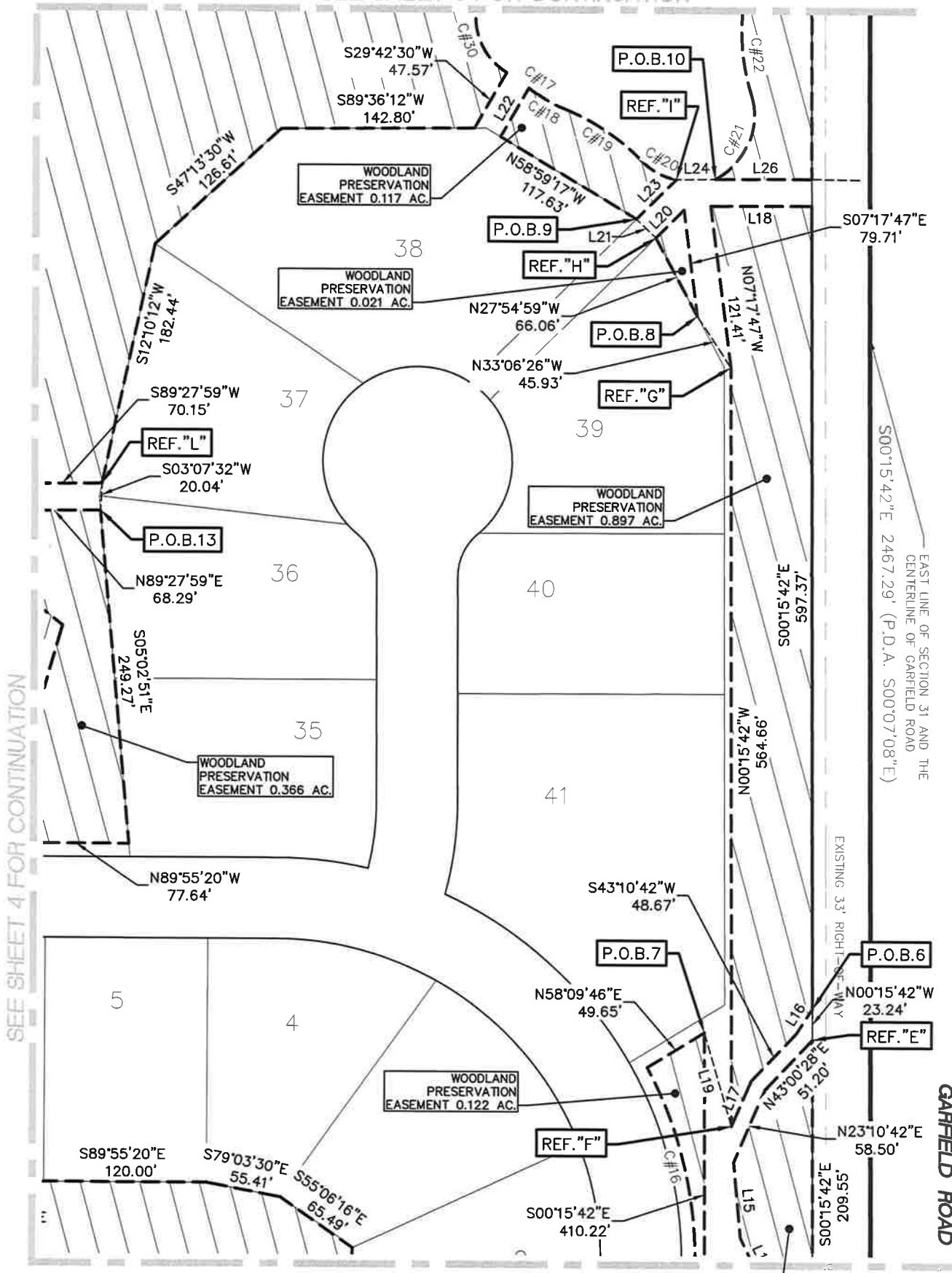
SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
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SCALE:	1" = 100'
DATE:	7.22.2021
JOB NO.:	12-020
DWG:	12-020EASE-WD.dwg
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SHEET:	2 OF 8

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EXHIBIT C

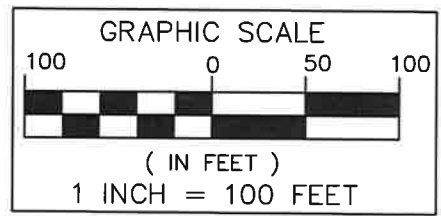
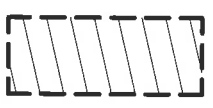
SEE SHEET 6 FOR CONTINUATION



SEE SHEET 4 FOR CONTINUATION

SEE SHEET 2 FOR CONTINUATION

WOODLAND PRESERVATION EASEMENT



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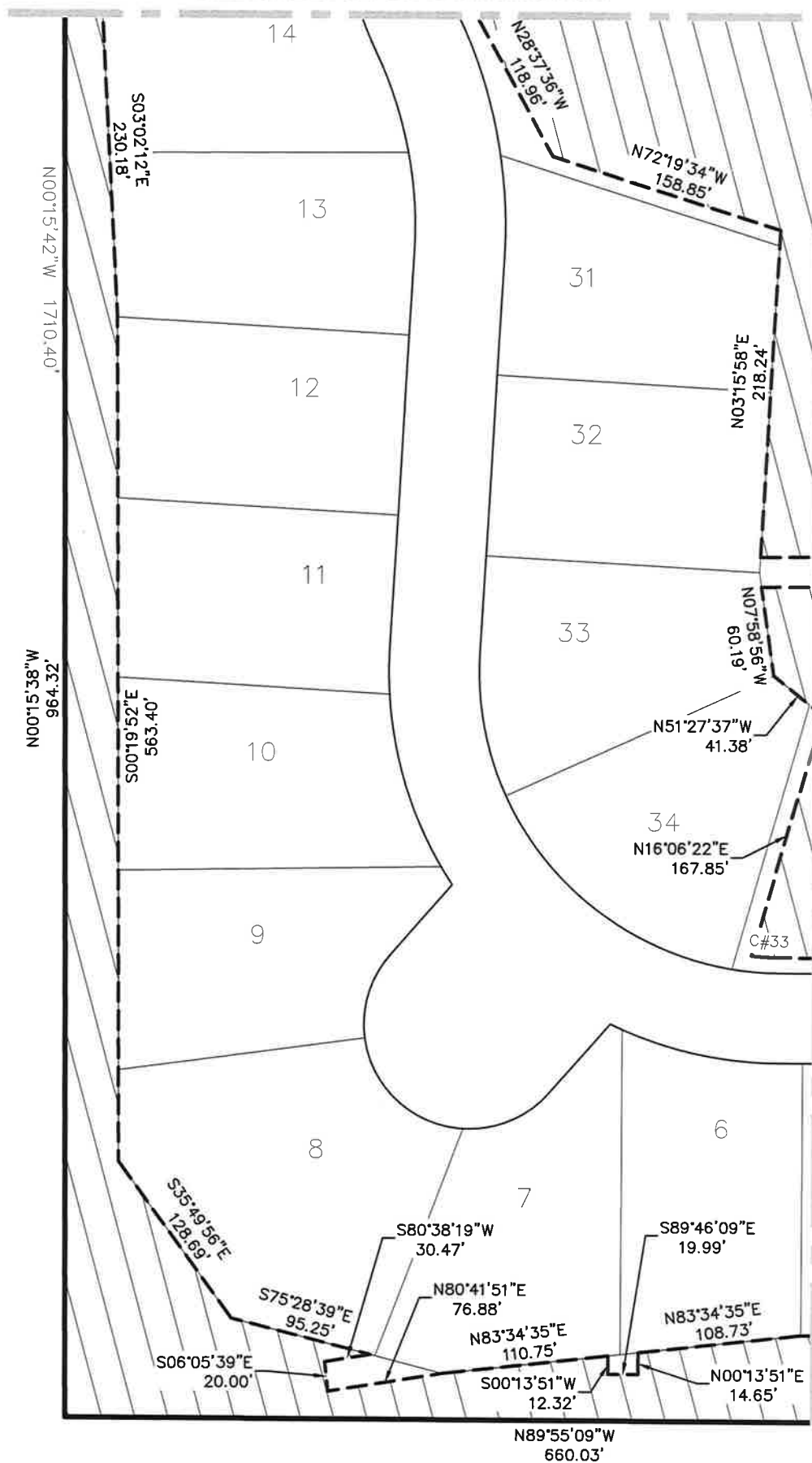
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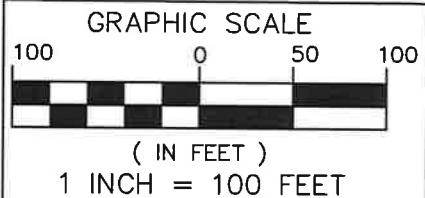
EXHIBIT C

SEE SHEET 5 FOR CONTINUATION



SEE SHEET 3 FOR CONTINUATION

WOODLAND PRESERVATION EASEMENT



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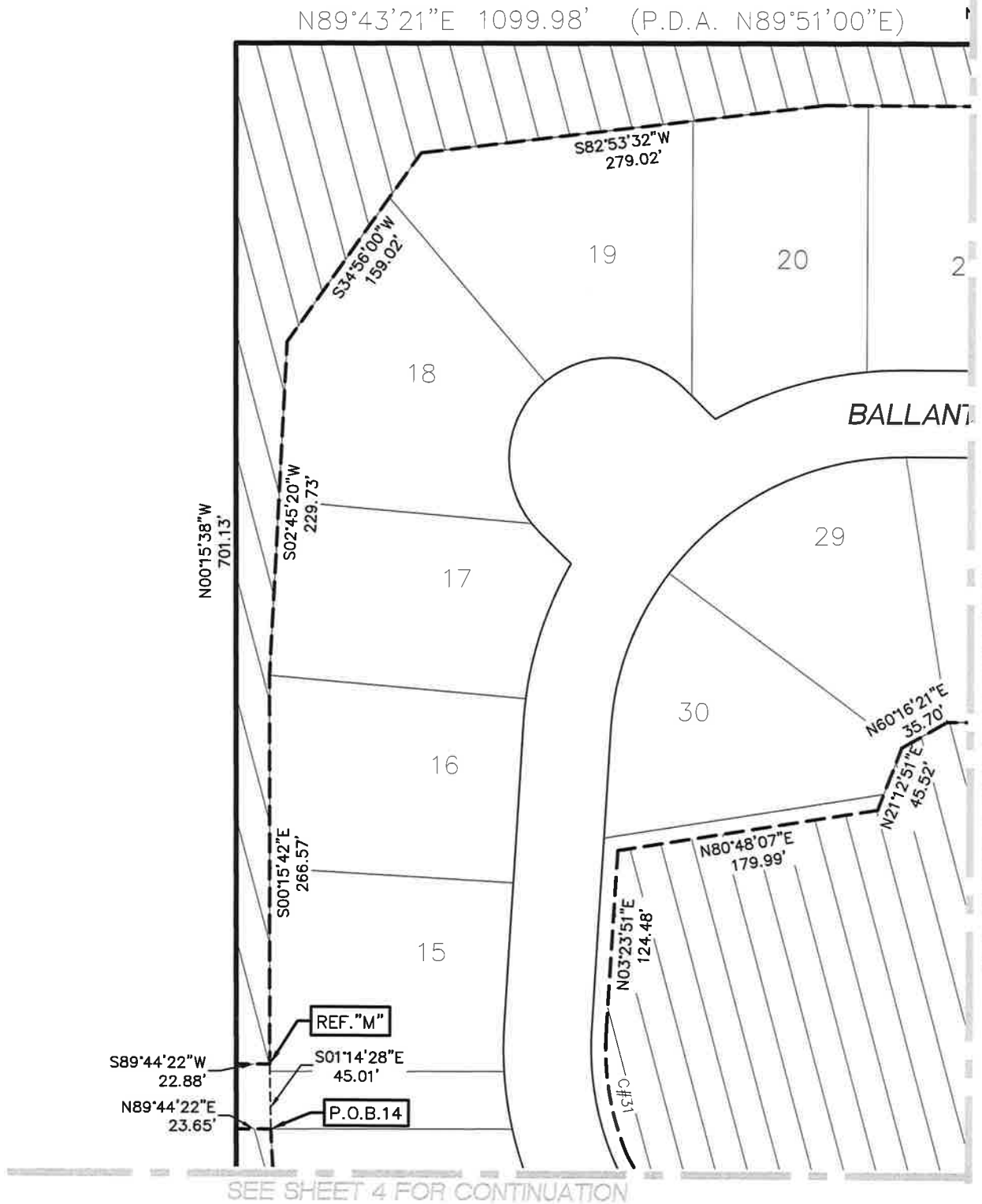
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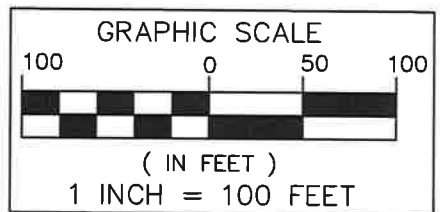
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EXHIBIT C



WOODLAND PRESERVATION
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SCALE: 1" = 100'
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DWG: 12-020EASE-WD.dwg
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CHECK: GN
SHEET: 5 OF 8

EXHIBIT C

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C#1	47.63'	100.00'	27°17'20"	N00°00'11"W	47.18'
C#2	56.68'	119.38'	27°12'21"	N03°49'06"W	56.15'
C#3	54.64'	120.00'	26°05'28"	N02°11'14"W	54.17'
C#4	38.91'	50.84'	43°50'47"	N04°11'02"E	37.96'
C#5	31.43'	50.70'	35°31'17"	N12°14'04"W	30.93'
C#6	24.72'	32.86'	43°06'23"	N57°25'25"W	24.14'
C#7	40.46'	56.24'	41°12'52"	N54°57'56"W	39.59'
C#8	211.97'	270.00'	44°58'56"	N02°04'29"W	206.57'
C#9	185.25'	176.88'	60°00'32"	S00°23'00"E	176.90'
C#10	42.07'	186.94'	12°53'34"	S24°50'58"E	41.98'
C#11	44.52'	270.00'	9°26'49"	N34°17'25"E	44.47'
C#12	65.17'	270.00'	13°49'50"	N32°05'55"E	65.02'
C#13	20.03'	31.38'	36°34'29"	S38°03'26"W	19.69'
C#14	116.98'	389.05'	17°13'40"	S29°40'53"W	116.54'
C#15	92.15'	270.00'	19°33'20"	N09°34'58"E	91.71'
C#16	150.01'	305.13'	28°10'06"	N14°03'12"W	148.50'
C#17	9.60'	36.10'	15°14'25"	S55°31'06"E	9.57'
C#18	21.58'	81.15'	15°14'25"	S61°47'47"E	21.52'
C#19	69.12'	165.58'	23°54'58"	S56°06'59"E	68.62'
C#20	29.64'	48.40'	35°05'10"	S61°42'05"E	29.18'
C#21	73.11'	53.35'	78°30'56"	N22°49'38"E	67.53'
C#22	63.85'	151.60'	24°07'51"	N06°09'12"W	63.38'
C#23	53.25'	248.40'	12°16'53"	N00°13'44"W	53.14'
C#24	85.95'	58.40'	84°19'35"	N48°31'58"W	78.40'
C#25	21.75'	526.00'	2°22'09"	S85°11'58"E	21.75'
C#26	15.42'	9.75'	90°37'42"	S45°12'24"E	13.86'
C#27	35.85'	58.40'	35°10'18"	S46°16'34"W	35.29'
C#28	80.23'	78.40'	58°37'58"	S00°37'34"E	76.77'
C#29	44.08'	51.60'	48°56'45"	S05°28'11"E	42.75'
C#30	65.42'	48.58'	77°09'36"	S19°40'13"E	60.59'
C#31	87.77'	190.50'	26°23'47"	N09°48'21"W	86.99'
C#32	17.37'	9.96'	99°52'08"	S44°41'11"W	15.25'
C#33	18.45'	190.00'	5°33'47"	N87°08'26"W	18.44'

P:\12-020 B Mill & Corfield\ASSEMENTS\12-020CASE-WD.dwg



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SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: "NOT TO SCALE"

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EXHIBIT C

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N67°28'46"E	6.89'
L2	S65°12'19"E	30.29'
L3	S14°27'29"W	22.04'
L4	N14°27'29"E	20.33'
L5	S25°21'01"E	31.14'
L6	S58°17'16"E	32.15'
L7	S43°46'52"E	22.04'
L8	N65°12'19"W	30.78'
L9	N56°03'55"W	34.10'
L10	N69°05'19"E	39.10'
L11	S14°02'16"E	8.30'
L12	N44°09'02"W	17.13'
L13	N58°17'16"W	30.13'
L14	N25°21'01"W	37.56'
L15	N05°20'57"W	56.50'
L16	S32°19'06"W	21.91'
L17	S23°10'42"W	37.04'
L18	N89°44'18"E	74.87'
L19	N16°12'28"W	72.80'
L20	N45°09'30"E	29.34'
L21	N46°04'09"W	20.00'
L22	N29°42'30"E	41.85'
L23	S45°09'30"W	41.52'
L24	N89°07'03"E	28.81'
L25	N17°47'37"W	32.29'
L26	S89°44'18"W	71.54'

P:\12-020 8 Mile & Corfield\ASSESSMENTS\12-020EASE-WD.dwg



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

CONSULTING ENGINEERS

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

BALLANTYNE

SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: "NOT TO SCALE"

DATE: 7.22.2021

JOB NO.: 12-020

DWG: 12-020EASE-WD.dwg

DRAWN BY: DN

CHECK: GN

SHEET: 8 OF 8

**EXECUTED DRAFT WETLAND
CONSERVATION EASEMENT**

WETLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this ____ day of _____, 2022, by and between Pulte Homes of Michigan LLC, a Michigan limited liability company whose address is 2800 Livernois Road, Building D, Suite 320, Troy, MI 48083 (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 31 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of a residential development on the Property, subject to provision of an appropriate easement to permanently protect the woodlands and open space 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 and open space, 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 wetlands or buffer areas and/or vegetation within the Easement Areas, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Easement Area. No buildings or decks may encroach into the wetlands or buffer 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 all applicable laws and ordinances.

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

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

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, Esquire
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive. Suite 250
Farmington Hills, MI 48331

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

EXHIBIT A

A part of the Southeast 1/4 of Section 31, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Southeast Corner of said Section 31; thence North 00°15'42" West, 60.00 feet, along the East line of said Section 31 and the centerline of Garfield Road, to the Point of Beginning; thence North 89°55'05" West, 440.00 feet, along the Northerly right-of-way of Eight Mile Road (said line being 60.00 feet North of and parallel to the South line of said Section 31 and the centerline of Eight Mile Road); thence North 00°15'42" West, 750.00 feet, (previously described as North 00°07'08" West); thence North 89°55'05" West, 660.00 feet, (previously described as North 89°46'33" West); thence North 00°15'42" West, 1710.40 feet, (previously described as North 00°07'08" West, 1710.11 feet); thence North 89°43'21" East, 1099.98 feet, (previously described as North 89°51'00" East), to the East line of said Section 31 and the centerline of Garfield Road, (said point being South 00°15'42" East, 115.05 feet from the East 1/4 Corner of said Section 31); thence South 00°15'42" East, 2467.29 feet, (previously described as South 00°07'08" East), along the East line of said Section 31 and the centerline of said Garfield Road, to the Point of Beginning. All of the above containing 50.854 Acres. All of the above being subject to easements, restrictions and right-of-ways of record. All of the above being subject to the rights of the public in Garfield Road.

P:\12-020 B Mile & Garfield\EASEMENTS\12-020EASE-WL.dwg



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

CONSULTING ENGINEERS

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

BALLANTYNE

SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: "NOT TO SCALE"

DATE: 7.22.2021

JOB NO.: 12-020

DWG.: 12-020EASE-WL.dwg

DRAWN BY: DN

CHECK: GN

SHEET: 1 OF 1

EXHIBIT B

LEGAL DESCRIPTION

WETLAND CONSERVATION EASEMENT

A Wetland Conservation Easement being part of the East 1/4 Corner of Section 31, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; thence S00°15'42"E, 115.05 feet along the East Line of Section 31 and the Centerline of Garfield Road; thence S89°43'21"W, 636.18 feet along the North Line of Subject Property; thence S00°16'39"E, 613.55 feet, **for a POINT OF BEGINNING**; thence S75°57'19"E, 64.57 feet; thence S47°30'48"E, 78.58 feet; thence S26°33'59"E, 73.82 feet; thence S13°13'49"W, 56.02 feet; thence S29°35'12"W, 57.72 feet; thence S77°25'34"W, 63.56 feet; thence N76°10'36"W, 56.74 feet; thence N49°15'48"W, 150.48 feet; thence N21°03'23"W, 41.71 feet; thence N09°39'22"E, 76.97 feet; thence N77°31'03"E, 123.88 feet, **to the POINT OF BEGINNING**. All of the above containing 1.191 Acres.

P:\12-020 B Mill & Garfield\EASEMENTS\12-020EASE-WL.dwg



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

CONSULTING ENGINEERS

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

BALLANTYNE

SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: "NOT TO SCALE"
DATE: 7.22.2021
JOB NO.: 12-020
DWG.: 12-020EASE-WL.dwg
DRAWN BY: DN
CHECK: GN
SHEET: 1 OF 1

EXHIBIT C

EAST 1/4 CORNER SECTION 31 T.1N., R.8E.
L.C.R.C. RECORDED
L.16874, P.164

EAST AND WEST 1/4 LINE OF SECTION 31

N89°43'21"E 1099.98'
(P.D.A. N89°51'00"E)

S00°15'42"E
115.05'

GARFIELD ROAD

N00°15'42"W 1710.40'
(P.D.A. N00°07'08"W, 1710.11')

**WETLAND
CONSERVATION
EASEMENT
1.191 ACRES**

(P.D.A. S00°07'08"E)
2467.29' S00°15'42"E

EAST LINE OF SECTION 31 AND THE
CENTERLINE OF GARFIELD ROAD

N89°55'05"W 660.00'
(P.D.A. N89°46'33"W)

N00°15'42"W 750.00'
(P.D.A. N00°07'08"W)

P.O.B.

N89°55'05"W 440.00'

N00°15'42"W
60.00'

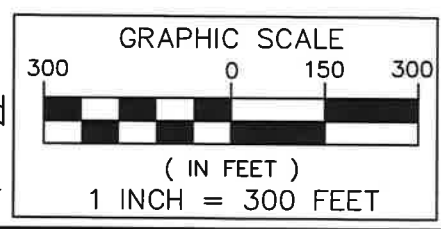
SOUTH 1/4 CORNER SECTION 31
T.1N., R.8E. L.C.R.C. RECORDED
L.16874, P.167

EIGHT MILE ROAD

SOUTH LINE OF SECTION
31 AND THE CENTERLINE
OF EIGHT MILE ROAD

SOUTHEAST CORNER
SECTION 31 T.1N., R.8E.
L.C.R.C. RECORDED
L. 16874, P.163

P:\12-020 8 Mile & Garfield\EASEMENTS\12-020EASE-WL.dwg



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

BALLANTYNE
SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 300'
DATE:	7.22.2021
JOB NO.:	12-020
DWG:	12-020EASE-WL.dwg
DRAWN BY:	DN
CHECK:	GN
SHEET:	1 OF 2

EXHIBIT C

EAST 1/4 CORNER SECTION 31 T.1N.,
R.8E.
L.C.R.C. RECORDED
L16874, P.164

EAST AND WEST 1/4 LINE OF SECTION 31

099.98' (P.D.A. N89°51'00"E)

S00°15'42"E
115.05'

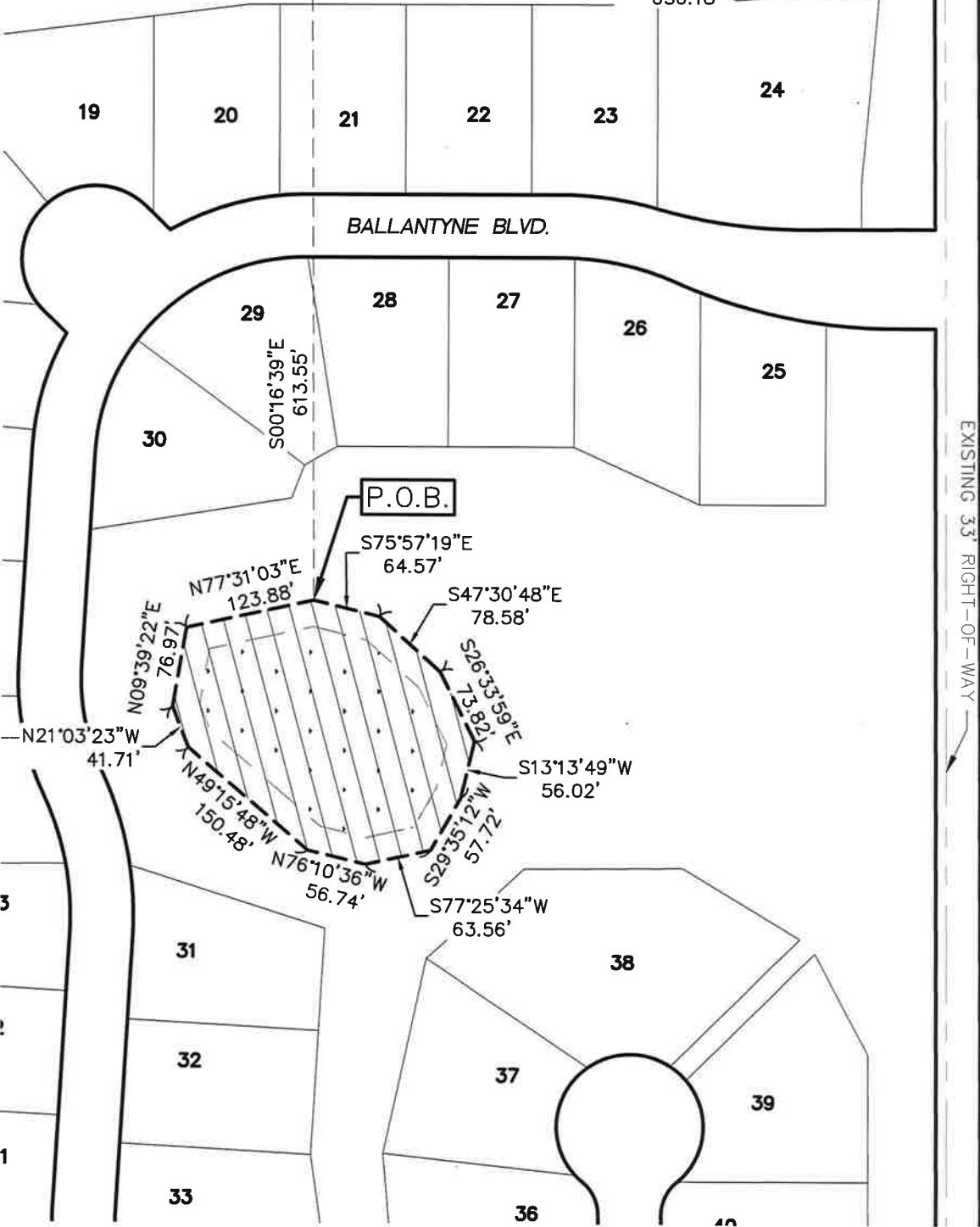
S89°43'21"W
636.18'

EAST LINE OF SECTION 31 AND THE
CENTERLINE OF GARFIELD ROAD

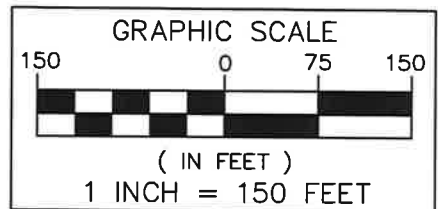
GARFIELD ROAD

EXISTING 33' RIGHT-OF-WAY

BALLANTYNE BLVD.



WETLAND CONSERVATION EASEMENT
(1.191 ACRES)



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

CONSULTING ENGINEERS

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

BALLANTYNE

SECTION 31, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 150'
DATE: 7.22.2021
JOB NO.: 12-020
DWG: 12-020EASE-WL.dwg
DRAWN BY: DN
CHECK: GN
SHEET: 2 OF 2

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

September 6, 2022

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

RE: Ballantyne JSP 20-0038
Woodland and Wetland Conservation Easements

Dear Ms. McBeth:

We have received and reviewed the executed Woodland and Wetland Conservation Easements for the Ballantyne RUD. The Woodland Conservation Easement has been provided for the purpose of protecting woodland areas and woodland replacement trees, and appears to be in order. The Wetland Conservation Easement has been provided for the purpose of protecting remaining wetlands and buffer areas, and also appears to be in order. The Exhibits to the Wetland and Woodland Conservation Easements have been reviewed and approved by the City's Consulting Engineer. The Easements may be placed on an upcoming City Council Agenda for acceptance. Once accepted, they should be recorded with the Oakland County Register of Deeds.

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 printed name below.

Elizabeth Kudla Saarela

EKS
Enclosures

Barb McBeth, City Planner
City of Novi
September 6, 2022
Page 2

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Christian Carroll, Planner
Madeleine Daniels, Planner
Ben Peacock, Planning Assistant
Angie Sosnowski, Community Development Bond Coordinator
Ben Croy, City Engineer
Victor Boron, Project Engineer
Rebecca Runkel, Project Engineer
Humna Anjum, Project Engineer
Sarah Marchioni, Community Development Building Project Coordinator
Melissa Morris, Administrative Assistant
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Karen Brown, Pulte Homes of Michigan
Alexandra Dieck, Esquire
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT REVIEW

June 28, 2022

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

Re: Ballantyne - Planning Document Review
Novi # JSP20-0038
SDA Job No. NV21-212
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on June 28, 2022 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. Master Deed Exhibit B 1st Amendment – (exhibit dated 05/11/22)
Exhibit Approved.
2. Woodland Conservation Easement – (executed 06/21/2022: exhibit dated 07/22/21)
Exhibits Approved.
3. Wetland Conservation Easement – (executed 06/21/2022: exhibit dated 07/22/21)
Exhibits Approved.

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

Sincerely,

SPALDING DEDECKER



Mike Freckelton, PE
Project Engineer

Cc (via Email): Lindsay Bell, City of Novi
Victor Boron, City of Novi
Madeleine Daniels, City of Novi
Sarah Marchioni, City of Novi
Ted Meadows, Spalding DeDecker



Taylor Reynolds, Spalding DeDecker
Humna Anjum, City of Novi
Christian Carroll, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Ben Peacock, City of Novi