

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item F
November 9, 2015

SUBJECT: Acceptance of a Conservation Easement and an Open Space Preservation Easement from Park Place South of Novi, LLC. as a part of the Park Place South development (f.k.a. Chamberlin Crossings), located on the east side of Napier Road between Eight and Nine Mile Roads in Section 31 of the City.

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

CITY MANAGER APPROVAL: *PA*

BACKGROUND INFORMATION:

The applicant has received Final Site Plan approval of a 16.61 acre, single family residential development proposed to be located on the east side of Napier Road between Eight and Nine Mile Roads. The plan allows for twelve homes, and was approved using the Open Space Preservation Option. The Planning Commission approved the Preliminary Site Plan, Wetland Permit, Woodland Permit, and Stormwater Management Plan on February 11, 2015. The Final Site Plan was approved administratively on September 24, 2015.

A condition of the Open Space Preservation Option was that the applicant provide for permanent preservation of the open space within the development, including park areas shown on the approved site plan. The open space preservation easement agreement depicts this easement in Exhibit C, located on the east and west sides of the property. The open space preservation easement is 5.72 acres in size, or 34.4 percent of the 16.61 acre site.

The conservation easement is provided to protect 1.389 acres of wetland areas on the northwest corner of the property, and as shown in Exhibits B and C.

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

RECOMMENDED ACTION: Acceptance of a Conservation Easement and an Open Space Preservation Easement from Park Place South of Novi, LLC. for easement areas offered as a part of the Park Place South development, located on the east side of Napier Road between Eight and Nine Mile Roads in Section 31 of the City.

	1	2	Y	N
Mayor Gatt				
Council Member Burke				
Council Member Casey				
Council Member Markham				

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

LETTER FROM CITY ATTORNEY



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.jrsjlaw.com

October 28, 2015

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

**RE: *Chamberlin Crossings JSP 14-82*
Conservation Easement and Open Space Preservation Easement**

Dear Ms. McBeth:

We have received and reviewed the following documents required with respect to the Chamberlin Crossings Development:

- Conservation Easement
- Open Space Preservation Easement

The Conservation Easement is being granted in accordance with the approval of the wetland permit for the Development and is provided for the purpose of protecting the woodlands and wetlands in the areas designated in Exhibits B and C.

The Open Space Preservation Easement is being provided pursuant to the Open Space Preservation Option requirements of the City Zoning Ordinance. The Open Space Preservation Easement provides for the permanent preservation of the open space within the Development, including park areas as approved in the site plan.

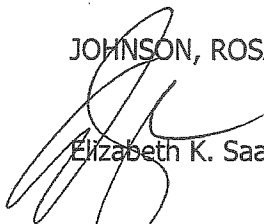
Subject to the review and approval of the Exhibits for the Conservation Easement and Open Space Preservation Easement by City staff and/or consultants for consistency with the final approved site plan, the Conservation Easement and Open Space Preservation Easement appear to be in order and may be placed on an upcoming City Council Agenda for approval.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me I that regard.

Barb McBeth, Deputy Community Development Director
October 28, 2015
Page 2

Sincerely,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth K. Saarela

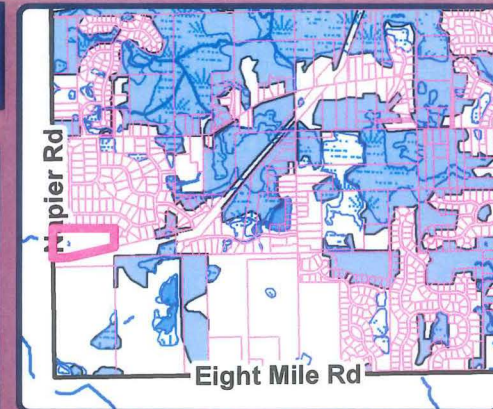
EKS

C: Maryanne Cornelius, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Adam Wayne, Engineer (w/Enclosures)
Sheila Weber and Kristin Pace, Treasurer's Office (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Pete Hill, ECT (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Michael Giddings, Park Place South of Novi, LLC (w/Enclosures)
Patrick Keast, Seiber Keast Engineers (w/Enclosures)
Mark Abdo, Esquire (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



LOCATION MAPS

JSP 14-82 Park Place South

Open Space Easement



Legend

-  Wetlands
-  Woodlands



City of Novi

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

Map Author: Christopher Gruba
Date: 10-26-15
Project: JSP14-82 Park Place South

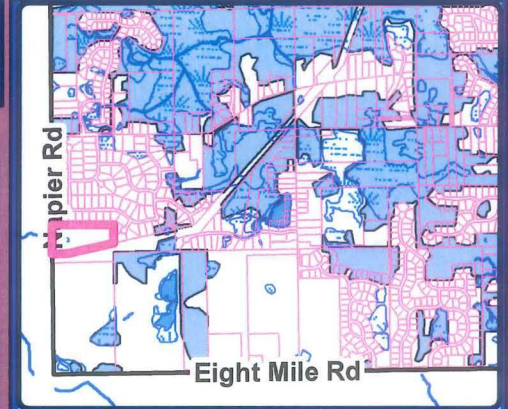


MAP INTERPRETATION NOTICE

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.

JSP 14-82 Park Place South

Conservation Easement



- Legend**
-  Wetlands
 -  Woodlands



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

Map Author: Christopher Gruba
Date: 10-26-15
Project: JSP14-82 Park Place South



1 inch = 400 feet



MAP INTERPRETATION NOTICE

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**OPEN SPACE
PRESERVATION EASEMENT**

OPEN SPACE PRESERVATION EASEMENT

THIS OPEN SPACE PRESERVATION EASEMENT made this 24th day of September, 2015, by and between Park Place South of Novi, LLC, a Michigan limited liability company, whose address is 31550 Northwestern Highway, Suite 200, Farmington Hills, Michigan 48334 (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 the City of Novi, Oakland County, Michigan, as described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of a single family residential site condominium on the Property using the Open Space Preservation Option, which requires that certain portions of the Property be permanently preserved as open space areas. Grantor desires to grant such an easement in order to preserve the required open space areas.

B. The open space areas (the "Easement Areas") situated on the Property are more particularly described on Exhibits B, attached hereto and made a part hereof, the second page of which contains a drawing depicting the Easement Areas.

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 Open Space Preservation 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.

1. The purpose of this Open Space Preservation Easement is to preserve the Easement Areas (as may be modified in accordance with the approved site plans with respect to all or any portion of the Property), as areas qualifying as "Open Space" in accordance with the Open Space Preservation Option. Unless otherwise set forth in the approved site plans with respect to all or any portion of the Property, the Easement Areas shall be perpetually preserved as open space areas, including, but not limited to, as parks, playgrounds, fields, walking trails, nature areas and other approved uses as permitted in accordance with the Open Space Preservation Option.

2. Grantor initially, and thereafter any association of co-owners responsible for the portion of the Property in which the one or more of the Easement Areas are located (each an "Association"), shall maintain and repair the Open Space and park areas in the condition required

by the approved site plan, including but not limited to maintenance of landscaped areas and amenities, if any, therein. Once the master deed for the condominium project is recorded and the association of co-owner's is incorporated to operate the condominium project, it shall be the association's responsibility to maintain and repair the Open Space and park areas.

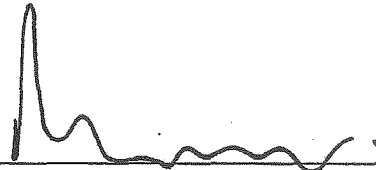
3. This Open Space Preservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Area, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's 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 Open Space Preservation Easement.

4. In the event that the Grantor or any Association, as applicable, shall at any time fail to carry out the responsibilities specified within this Open Space Preservation Easement and/or fail to preserve and/or maintain the open space areas in reasonable order and condition, the City may serve written notice upon the responsible Grantor/Association 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 responsible Grantor/Association 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 responsible Grantor/Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the units of the condominium within which the Easement Areas are located. In the event one or more of the affected Easement Areas are not located within a condominium, the lien shall be against the portion of the Property in which the Easement Area is located. 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 responsible Grantor/Association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each unit, 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 responsible Grantor/Association, and, in such event, the responsible Grantor/Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

5. This Open Space Preservation 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).

GRANTOR

Park Place South of Novi, LLC, a Michigan limited liability company

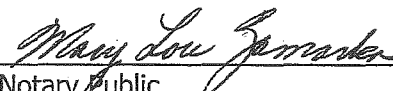
By: 

James M. Galbraith
Its: Authorized Signer

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 24th day of September, 2015, by James M. Galbraith, as the Authorized Signer of Park Place South of Novi, LLC a Michigan limited liability company, on its behalf.

MARY LOU ZAMARKA
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 1, 2019
ACTING IN COUNTY OF OAKLAND



Notary Public
Acting in OAKLAND County
My Commission Expires: 9-1-19

GRANTEE

CITY OF NOVI
A Municipal Corporation

By: _____

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 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.
34405 W. Twelve Mile Road, Suite 200
Farmington Hills, Michigan 48331-5627

After Recording, Return to:
Maryanne Cornelius, Clerk
City of Novi
45175 West 10 Mile Road
Novi, Michigan 48375

EXHIBIT A

LEGAL DESCRIPTION OF A 16.61 ACRE
PARCEL OF LAND LOCATED IN THE NW ¼
OF SECTION 31, T1N, R8E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

The South 19 acres of the West ½ of the Northwest ¼ of Section 31, Town 1North, Range 8 East, City of Novi, Oakland County, Michigan. EXCEPT: Beginning at a point 343 feet East from the Southwest corner of the Northwest ¼ of Section 31; thence East 992.73 feet; thence North 00 degrees 10 minutes 45 seconds East 204.30 feet; thence South 78 degrees 22 minutes 45 seconds West 1014.30 feet to the point of beginning.

Being more particularly described as:

Beginning at the W ¼ Corner of Section 31, T1N, R8E, City of Novi, Oakland County, Michigan; thence along the West line of said Section 31 and the centerline of Napier Road (66 feet wide) N 02°53'46" W 627.74 feet;
thence along the South line of "PARK PLACE SUBDIVISION" N 87°08'09" E 1329.78 feet;
thence along the West line of "PARK PLACE SUBDIVISION" S 03°27'54" E 405.85 feet;
thence S 74°45'36" W 1014.28 feet to a point on the E-W ¼ line of said Section 31;
thence along the E-W ¼ line of said Section 31 S 86°22'45" W 343.00 feet to the POINT OF BEGINNING. Containing 16.61 acres of land more or less and being a part of the NW ¼ of said Section 31, T1N, R8E, City of Novi, Oakland County, Michigan. Subject to the rights of the public over the West 33 feet as occupied by Napier Road. Subject to easement and restrictions of record if any.

Exceptions:

Right of Way in favor of the County of Oakland and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 44MR, page 391.

EXHIBIT C

Job No. 14-012
"CHAMBERLIN CROSSINGS"

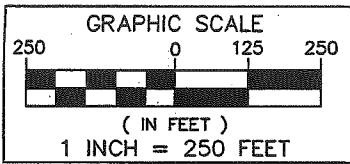
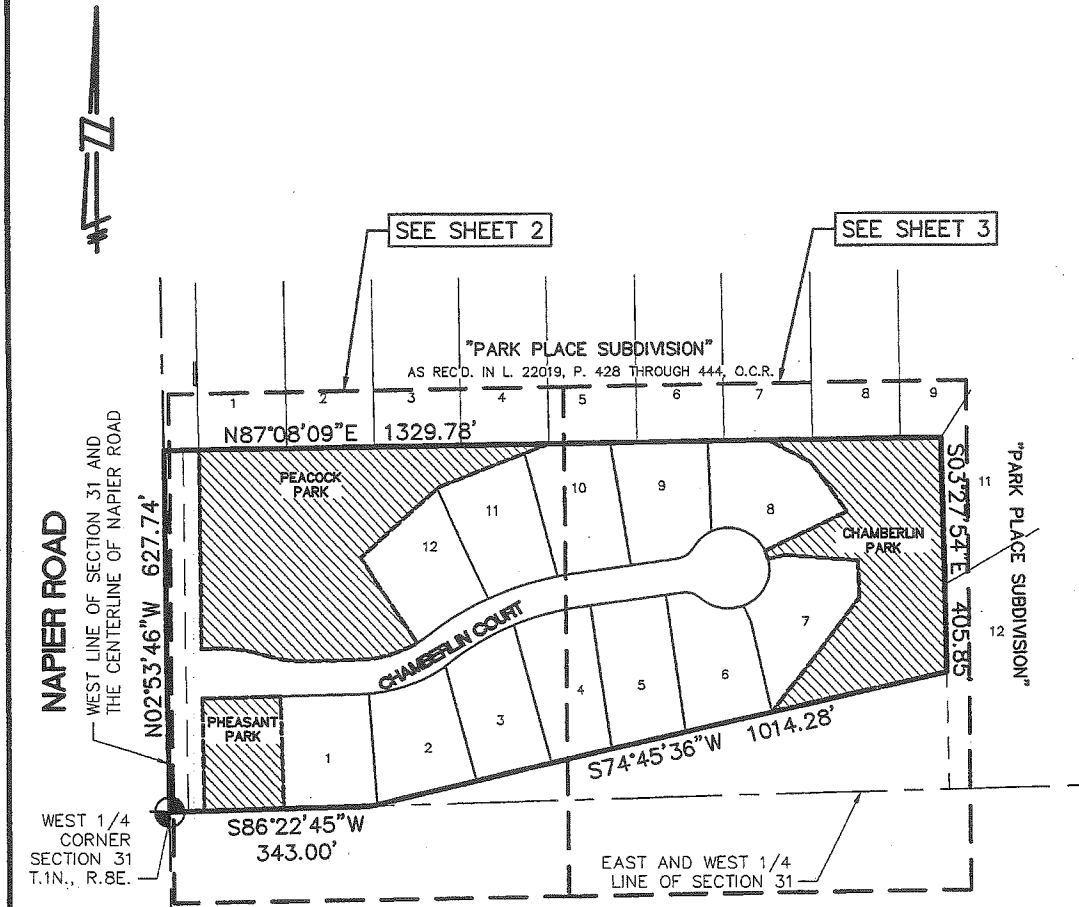
LEGAL DESCRIPTION
OPEN SPACE PRESERVATION EASEMENT

An Open Space Preservation Easement located in the Northwest 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 West 1/4 Corner of said Section 31; thence North 86°22'45" East, 60.00 feet, along the East and West 1/4 line of said Section 31, for a POINT OF BEGINNING 'A'; thence North 02°53'46" West, 195.02 feet, for a referencing POINT 'A'; thence North 86°22'45" East, 133.05 feet; thence South 03°37'15" East, 195.00 feet; thence South 86°22'45" West, 135.51 feet, to the Point of Beginning 'A'

And also, commencing at said reference Point 'A'; thence North 02°53'46" West, 86.00 feet, for a POINT OF BEGINNING 'B'; thence continuing North 02°53'46" West, 345.93 feet, to a point on the Southerly line of "Park Place Subdivision", as recorded in Liber 22019 of Plats, Pages 428 through 444, inclusive, Oakland County Records; thence North 87°08'09" East, 600.34 feet, along the Southerly line of said "Park Place Subdivision", for a reference POINT 'B'; thence South 66°03'58" West, 207.47 feet; thence South 46°08'21" West, 176.79 feet; thence South 35°08'41" East, 178.37 feet; thence 102.51 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 29°22'02" and a chord bearing and distance of South 71°41'45" West, 101.39 feet; thence South 86°22'45" West, 92.96 feet; thence 58.74 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 16°49'39" and a chord bearing and distance of North 85°12'25" West, 58.53 feet; thence North 76°47'36" West, 30.65 feet; thence 58.74 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 16°49'39" and a chord bearing and distance of North 85°12'25" West, 58.53 feet; thence South 86°22'45" West, 32.24 feet, to the Point of Beginning 'B'.

And also, commencing at said reference Point 'B'; thence North 87°08'09" East, 373.86 feet, along the Southerly line of said "Park Place Subdivision" for a POINT OF BEGINNING 'C'; thence continuing North 87°08'09" East, 295.57 feet, along the Southerly line of said "Park Place Subdivision", to a point along the Westerly line of said "Park Place Subdivision"; thence South 03°27'54" East, 405.85 feet, along the Westerly line of said "Park Place Subdivision"; thence South 74°45'36" West, 306.84 feet; thence North 34°48'14" East, 248.88 feet; thence North 04°42'41" West, 64.29 feet; thence North 87°40'59" West, 124.37 feet; thence South 74°26'35" West, 30.00 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of 12°18'05" and a chord bearing and distance of North 21°42'27" West, 15.00 feet; thence North 62°08'30" East, 154.31 feet; thence North 37°50'57" West, 105.41 feet; thence North 63°42'37" West, 81.97 feet, to the Point of Beginning 'C'. All of the above containing 5.72 Acres.

EXHIBIT C



SUBJECT PROPERTY & SHEET INDEX



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

CONSULTING ENGINEERS

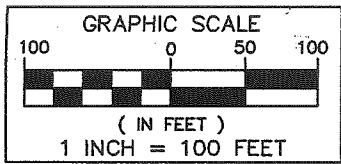
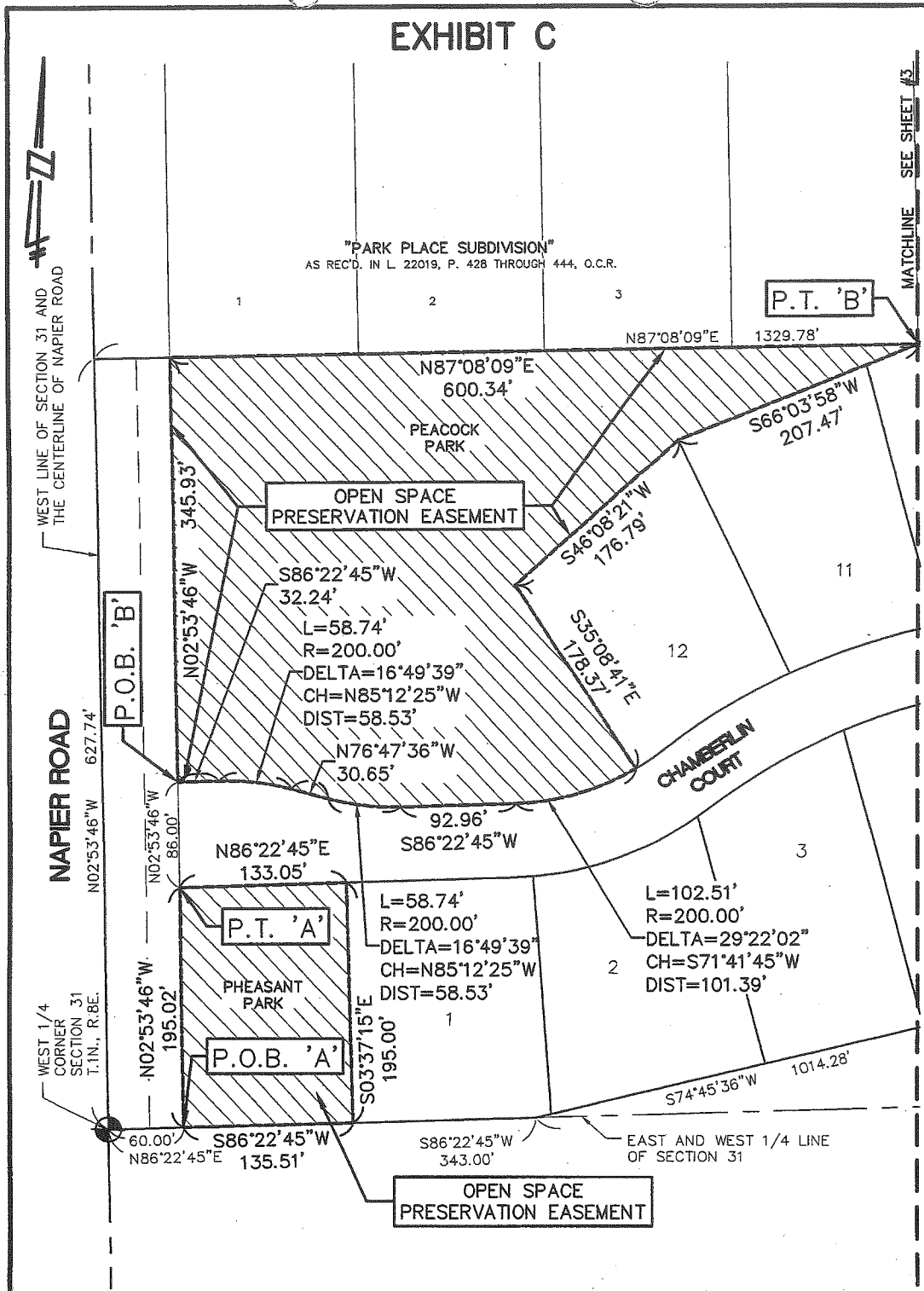
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

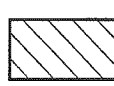
**CHAMBERLIN
CROSSINGS**

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

SCALE:	1" = 250'
DATE:	7-31-2015
JOB NO.:	14-012
DWG FILE#:	14-012ESMT-CP-1
DRAWN BY:	JWB
CHECK:	PK
SHEET:	1 OF 3

EXHIBIT C



 **OPEN SPACE PRESERVATION EASEMENT (5.271 ACRES)**

OPEN SPACE PRESERVATION EASEMENT



SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS

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

CHAMBERLIN CROSSINGS

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

SCALE:	1" = 100'
DATE:	7-31-2015
JOB NO.:	14-012
DWG. FILE:	14-012ESMT-OP-1
DRAWN BY:	JWB
CHECK:	PK
SHEET:	2 OF 3

EXHIBIT C

MATCHLINE SEE SHEET #2

"PARK PLACE SUBDIVISION"
AS REC'D. IN L. 22019, P. 428 THROUGH 444, O.C.R.
N87°08'09"E 1329.78'

P.T. 'B'

N87°08'09"E 295.57'

N87°08'09"E 373.86'

P.O.B. 'C'

N63°42'37"W 81.97'

CHAMBERLIN PARK

OPEN SPACE PRESERVATION EASEMENT

N37°50'57"W 105.41'

N62°08'30"E 154.31'

L=15.03'
R=70.00'
DELTA=12°18'05"
CH=N21°42'27"W
DIST=15.00'

CHAMBERLIN COURT

124.37'
N87°40'59"W
N04°42'41"W 64.29'

S74°26'35"W 30.00'

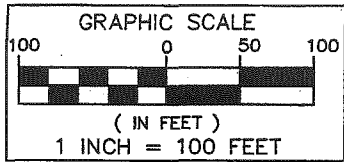
N34°48'14"E 248.88'

"PARK PLACE SUBDIVISION"
S03°27'54"E 405.85'

S74°45'36"W 1014.28'

S74°45'36"W 306.84'

EAST AND WEST 1/4 LINE OF SECTION 31



OPEN SPACE PRESERVATION EASEMENT
(5.271 ACRES)

OPEN SPACE PRESERVATION EASEMENT



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

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

CHAMBERLIN CROSSINGS

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

SCALE: 1" = 100'
DATE: 7-31-2015
JOB NO.: 14-012
DWG FILE: 14-012ESMT-OP-1
DRAWN BY: JWB
CHECK: PK
SHEET: 3 OF 3

CONSERVATION EASEMENT

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (the "**Conservation Easement**") made this 24th day of September, 2015, by and between Park Place South of Novi, LLC, a Michigan limited liability company, whose address is 31550 Northwestern Highway, Suite 200, Farmington Hills, Michigan 48334 (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 16 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 site condominium development pursuant to the City of Novi Zoning Ordinance on the Property (the "**Development**"), subject to provision of an appropriate easement to permanently protect the woodlands and wetlands located thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area. Grantor intends to establish the Property as a condominium project to be known as Chamberlin Crossings.

B. The Conservation Easement Areas (the "**Easement Areas**") situated on the Property are more particularly described on **Exhibits B and C**, 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 Grantor and Grantee, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the Grantee, 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 wetlands as shown on the attached and incorporated **Exhibit B**. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the Grantee, 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 or wetlands and/or vegetation within the Easement Areas, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Easement Areas.

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 Grantee 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 Areas, except that, upon reasonable written notice to Grantor, Grantee, and its authorized employees and agents, may enter upon and inspect the Easement Areas to determine whether the Easement Areas are 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 Conservation Easement, and/or in the event of a failure to preserve and/or maintain the woodlands or wetlands in reasonable order and condition, in accordance with the terms of this Conservation Easement or applicable City Ordinance or state statute or regulation, Grantee may serve written notice upon 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 Grantee 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 Grantee shall thereupon have the power and authority, but not obligation, to enter upon the Easement Areas, or cause its agents or contractors to enter upon the Easement Areas, and perform such maintenance and/or preservation as reasonably found by the Grantee to be appropriate. The cost and expense of making and financing such maintenance and/or preservation including the cost of notices by the Grantee and reasonable legal fees incurred by the Grantee, 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. Grantee 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 Grantor, all unpaid amounts may be placed on the delinquent tax roll of Grantee, 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 Grantee, in the event Grantee prevails in such litigation, such costs and expenses may be collected by suit initiated against Grantor, and, in such event, Grantor shall pay all court costs and reasonable attorney fees incurred by Grantee in connection with such suit.

Once the Master Deed is recorded for Chamberlin Crossings the Grantor shall establish the Condominium Association ("Association") as a Michigan non-profit corporation to operate and maintain the Conservation Easement. Once the Master Deed is recorded and the Association is established it shall be the Association's responsibility to preserve and/or maintain the woodlands or wetlands in reasonable order and condition, in accordance with the terms of this Conservation Easement or applicable City Ordinance or state statute or regulation.

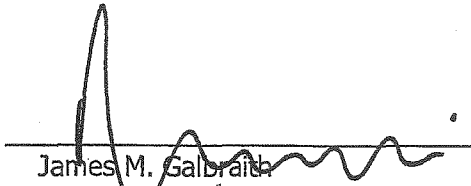
6. Within 90 days after the Conservation Easement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Easement Areas and, describing their protected purpose, as indicated herein.

7. This Conservation Easement has been made and given for a consideration of a value less than One Hundred (\$100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

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

GRANTOR

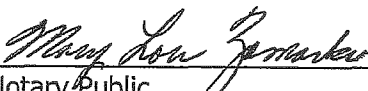
Park Place South of Novi, LLC, a Michigan limited liability company

By: 
James M. Galbraith
Its: Authorized Signer

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 24th day of September, 2015, by James M. Galbraith, as the Authorized Signer of Park Place South of Novi, LLC a Michigan limited liability company, on its behalf.

MARY LOU ZAMARKA
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 1, 2019
ACTING IN COUNTY OF ~~OAKLAND~~



Notary Public
Acting in Oakland County
My Commission Expires: 9-1-19

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

LEGAL DESCRIPTION OF A 16.61 ACRE PARCEL OF LAND LOCATED IN THE NW ¼ OF SECTION 31, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

The South 19 acres of the West ½ of the Northwest ¼ of Section 31, Town 1North, Range 8 East, City of Novi, Oakland County, Michigan. EXCEPT: Beginning at a point 343 feet East from the Southwest corner of the Northwest ¼ of Section 31; thence East 992.73 feet; thence North 00 degrees 10 minutes 45 seconds East 204.30 feet; thence South 78 degrees 22 minutes 45 seconds West 1014.30 feet to the point of beginning.

Being more particularly described as:

Beginning at the W ¼ Corner of Section 31, T1N, R8E, City of Novi, Oakland County, Michigan; thence along the West line of said Section 31 and the centerline of Napier Road (66 feet wide) N 02°53'46" W 627.74 feet;
thence along the South line of "PARK PLACE SUBDIVISION" N 87°08'09" E 1329.78 feet;
thence along the West line of "PARK PLACE SUBDIVISION" S 03°27'54" E 405.85 feet;
thence S 74°45'36" W 1014.28 feet to a point on the E-W ¼ line of said Section 31;
thence along the E-W ¼ line of said Section 31 S 86°22'45" W 343.00 feet to the POINT OF BEGINNING. Containing 16.61 acres of land more or less and being a part of the NW ¼ of said Section 31, T1N, R8E, City of Novi, Oakland County, Michigan. Subject to the rights of the public over the West 33 feet as occupied by Napier Road. Subject to easement and restrictions of record if any.

Exceptions:

Right of Way in favor of the County of Oakland and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 44MR, page 391.

EXHIBIT B

Job No. 14-012
"CHAMBERLIN CROSSINGS"

LEGAL DESCRIPTION WETLAND CONSERVATION EASEMENT

A Wetland Conservation Easement located in the Northwest 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 West 1/4 Corner of said Section 31; thence North 02°53'46" West, 627.74 feet, along the West line of said Section 31 and the centerline of Napier Road, to a point on the Southerly line of "Park Place Subdivision", as recorded in Liber 22019 of Plats, Pages 428 through 444, inclusive, Oakland County Records; thence North 87°08'09" East, 60.00 feet, along the Southerly line of said "Park Place Subdivision", for a POINT OF BEGINNING; thence continuing North 87°08'09" East, 110.17 feet, along the Southerly line of said "Park Place Subdivision"; thence 19.08 feet along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 43°43'26" and a chord bearing and distance of South 04°22'53" East, 18.62 feet; thence South 17°28'50" West, 9.60 feet; thence South 06°17'25" East, 18.77 feet; thence South 10°15'59" East, 16.38 feet; thence South 54°04'08" East, 16.30 feet; thence 15.89 feet along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 36°25'30" and a chord bearing and distance of South 35°51'23" East, 15.63 feet; thence South 17°38'38" East, 35.40 feet; thence 3.55 feet along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 08°08'40" and a chord bearing and distance of South 13°34'18" East, 3.55 feet; thence South 09°29'58" East, 37.53 feet; thence South 11°35'30" East, 42.26 feet; thence South 48°48'30" East, 22.25 feet; thence 1.24 feet along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 02°51'02" and a chord bearing and distance of South 47°22'59" East, 1.24 feet; thence South 45°57'28" East, 20.94 feet; thence South 84°44'12" East, 25.69 feet; thence 11.37 feet along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 26°03'29" and a chord bearing and distance of South 71°42'27" East, 11.27 feet; thence South 58°40'43" East, 32.58 feet; thence 6.88 feet along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 15°46'29" and a chord bearing and distance of South 50°47'28" East, 6.86 feet; thence South 42°54'14" East, 16.12 feet; thence South 54°36'10" East, 30.51 feet; thence 23.20 feet along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 53°09'57" and a chord bearing and distance of South 28°01'11" East, 22.37 feet; thence South 01°26'13" East, 21.49 feet; thence 25.76 feet along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 59°02'42" and a chord bearing and distance of South 28°05'08" West, 24.64 feet; thence South 57°36'29" West, 19.04 feet; thence South 86°22'45" West, 39.51 feet; thence North 78°54'42" West, 21.41 feet; thence North 87°11'14" West, 29.71 feet; thence 8.37 feet along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 19°10'37" and a chord bearing and distance North 77°35'56" West, 8.33 feet; thence North 68°00'37" West, 24.20 feet; thence 4.57 feet along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 10°28'47" and a chord bearing and distance of North 62°46'13" West, 4.57 feet; thence North 57°31'50" West, 55.47 feet; thence 75°47'04" West, 36.34 feet; thence 6.69 feet along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 15°19'36" and a chord bearing and distance of North 68°07'16" West, 6.67 feet; thence North 60°27'28" West, 16.91 feet; thence South 03°28'03" West, 19.89 feet; thence 34.33 feet along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 78°40'39" and a chord bearing and distance of South 42°48'23" West, 31.70 feet; thence South 82°08'42" West, 16.33 feet; thence North 02°53'46" West, 334.92 feet, to the Point of Beginning. All of the above containing 1.389 Acres.

EXHIBIT C

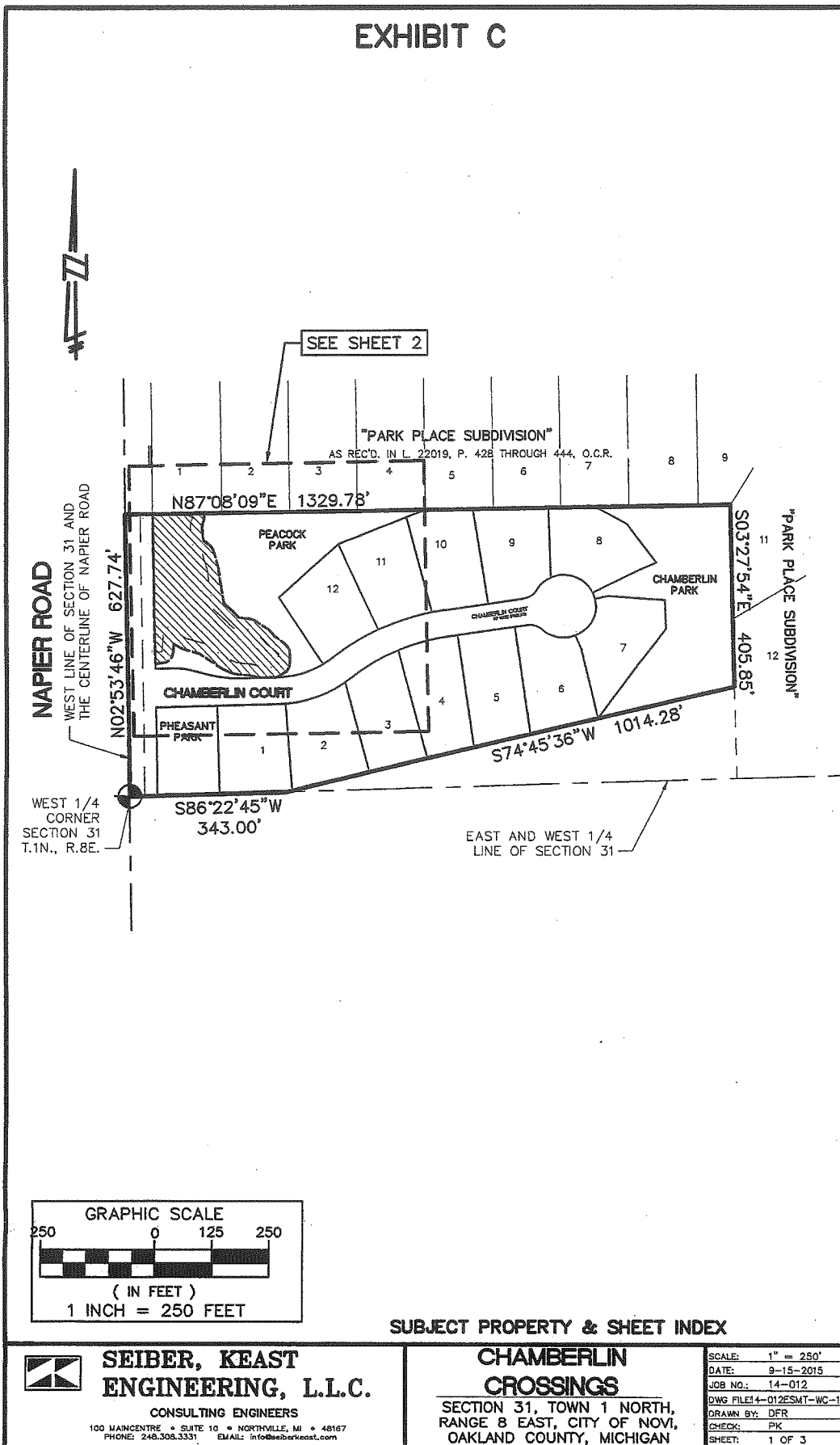
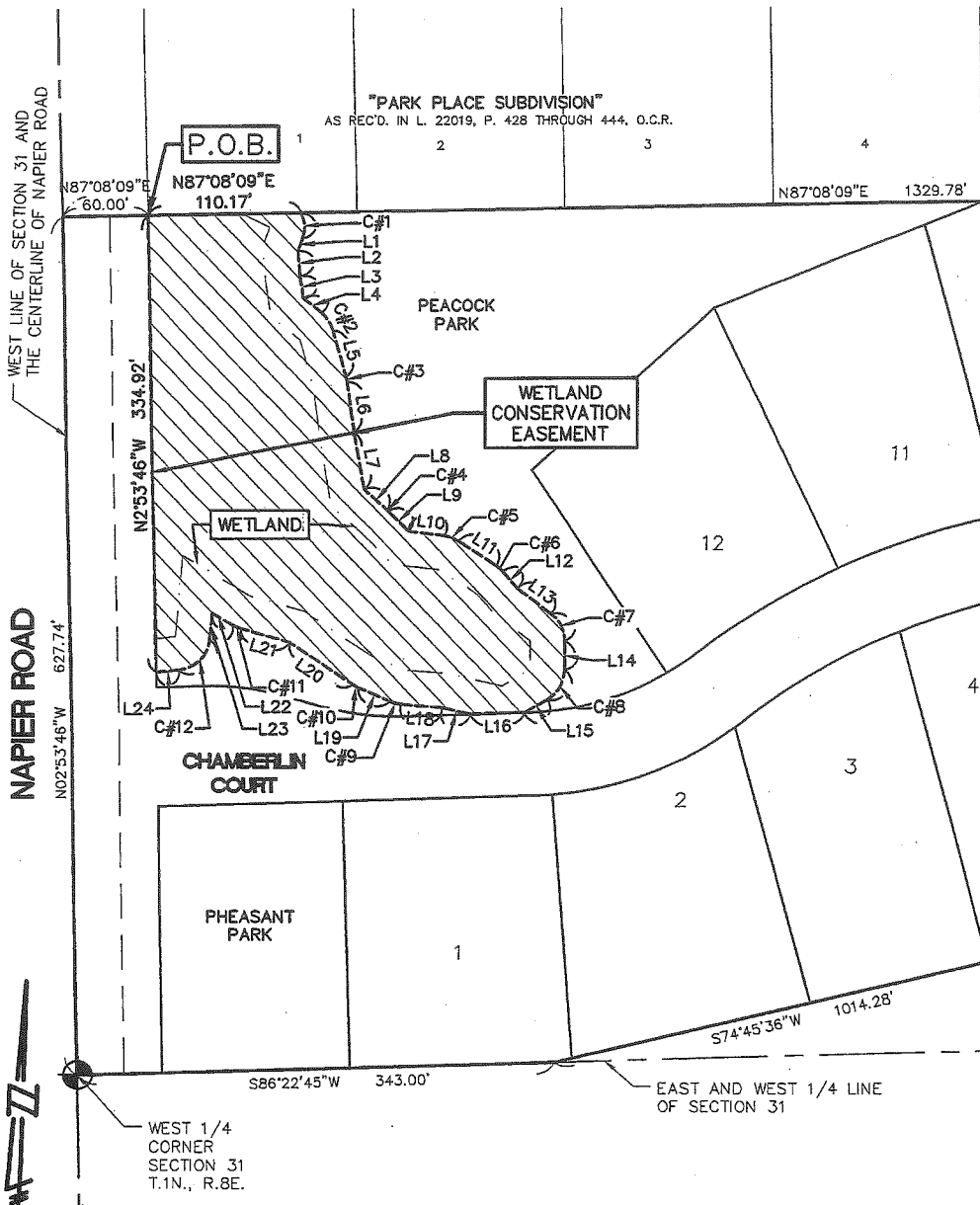
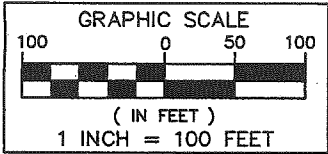


EXHIBIT C



SEE SHEET 3 OF 3 FOR CURVE AND LINE TABLE



WETLAND CONSERVATION EASEMENT (1.389 ACRES)

WETLAND CONSERVATION EASEMENT

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

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

SCALE:	1" = 100'
DATE:	9-15-2015
JOB NO.:	14-012
DWG FILE:	14-012ESMT-WC-1
DRAWN BY:	DFR
CHECK:	PK
SHEET:	2 OF 3

EXHIBIT C

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S17°28'50"W	9.60'
L2	S06°17'25"E	18.77'
L3	S10°15'59"E	16.38'
L4	S54°04'08"E	16.30'
L5	S17°38'38"E	35.40'
L6	S09°29'58"E	37.53'
L7	S11°35'30"E	42.26'
L8	S48°48'30"E	22.25'
L9	S45°57'28"E	20.94'
L10	S84°44'12"E	25.69'
L11	S58°40'43"E	32.58'
L12	S42°54'14"E	16.12'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	S54°36'10"E	30.51'
L14	S01°26'13"E	21.49'
L15	S57°36'29"W	19.04'
L16	S86°22'45"W	39.51'
L17	N78°54'42"W	21.41'
L18	N87°11'14"W	29.71'
L19	N68°00'37"W	24.20'
L20	N57°31'50"W	55.47'
L21	N75°47'04"W	36.34'
L22	N60°27'28"W	16.91'
L23	S03°28'03"W	19.89'
L24	S82°08'42"W	16.33'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	DISTANCE
C#1	19.08'	25.00'	43°43'26"	S04°22'53"E	18.62'
C#2	15.89'	25.00'	36°25'30"	S35°51'23"E	15.63'
C#3	3.55'	25.00'	8°08'40"	S13°34'18"E	3.55'
C#4	1.24'	25.00'	2°51'02"	S47°22'59"E	1.24'
C#5	11.37'	25.00'	26°03'29"	S71°42'27"E	11.27'
C#6	6.88'	25.00'	15°46'29"	S50°47'28"E	6.86'
C#7	23.20'	25.00'	53°09'57"	S28°01'11"E	22.37'
C#8	25.76'	25.00'	59°02'42"	S28°05'08"W	24.64'
C#9	8.37'	25.00'	19°10'37"	N77°35'56"W	8.33'
C#10	4.57'	25.00'	10°28'47"	N62°46'13"W	4.57'
C#11	6.69'	25.00'	15°19'36"	N68°07'16"W	6.67'
C#12	34.33'	25.00'	78°40'39"	S42°48'23"W	31.70'

WETLAND CONSERVATION EASEMENT



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

CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
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**CHAMBERLIN
CROSSINGS**

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

SCALE: NOT TO SCALE
DATE: 9-15-2015
JOB NO.: 14-012
DWG FILE: 14-012ESMT-WC-1
DRAWN BY: DFR
CHECK: PK
SHEET: 3 OF 3