

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item J
July 22, 2013

SUBJECT: Acceptance of a Conservation Easement from Tollgate Woods III LLC for wetland conservation areas in Tollgate Woods Phase III, located west of Meadowbrook Road and south of Thirteen Mile Road in Section 11 of the City.

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

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The applicant has elected to change the method of development for Tollgate Woods Phase III from a platted subdivision to a site condominium. Tollgate Woods is a planned single-family development between Meadowbrook Road and Novi Road, south of Thirteen Mile Road. Phases I and II have been approved and constructed as platted subdivisions. Phase III includes 57 lots, the completion/looping of Holmes Road, Steinbeck Glen, and Wolfe Pass, and extension of existing water main and sanitary sewer.

The applicant previously received approval for Phase III as a proposed subdivision. The Tentative Preliminary Plat and Final Preliminary Plat were approved by Consent Order during the beginnings of the Vistas lawsuit. The applicant has now proposed a site condominium in lieu of the approved platted subdivision for Phase III. Per the Consent Order, the change from a platted subdivision to a site condominium may be approved administratively by staff. However, the preservation of natural features (which would have previously been included in the subdivision plat) will have to be addressed via a conservation easement.

The Conservation Easement covers 9.22 acres and contains regulated wetlands. Exhibit B graphically depicts the areas being preserved.

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

RECOMMENDED ACTION: Acceptance of a Conservation Easement from Tollgate Woods III LLC for wetland conservation areas in Tollgate Woods Phase III, located west of Meadowbrook Road and south of Thirteen Mile Road in Section 11 of the City.

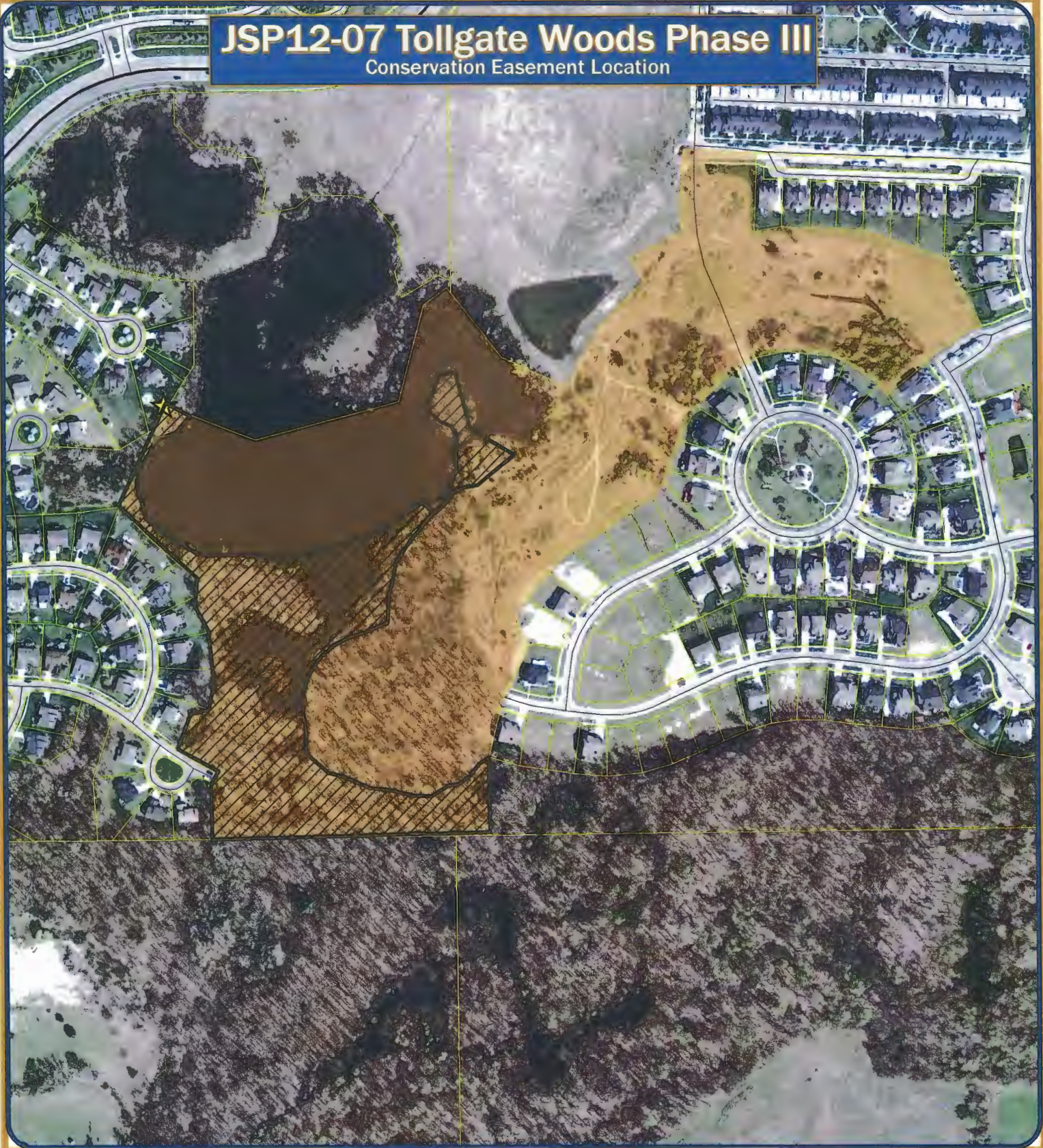
	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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

LOCATION MAP

JSP12-07 Tollgate Woods Phase III

Conservation Easement Location





Map Author: Kristen Kapelanski
Date: 07-15-13
Project: JSP12-07 Tollgate Woods III
Version #: 1.0

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.

Map Legend

-  Subject Property
-  Approx. Area of Conservation Easement



City of Novi

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



1 inch = 333 feet

**APPROVAL LETTER
FROM CITY ATTORNEY**



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

July 15, 2013

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

**RE: Tollgate Woods III
Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed, and enclosed please find the Conservation Easement for the Tollgate Woods III residential site condominium. The Conservation Easement protects the wetland and woodland areas described in the attached and incorporated Exhibits B and C. The Conservation Easement is sufficient for this purpose. The City's Planner has confirmed that the Conservation Easement areas are consistent with those shown on the approved preliminary site plan for Tollgate Woods III.

Once the Conservation Easement has been approved by City Council, it should be recorded with the Oakland County Register of Deeds in the usual manner. Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me I that regard.

Sincerely,

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

Elizabeth K. Saarela

EKS

C: Marianne Cornelius, Clerk
Charles Boulard, Community Development Director

Barb McBeth
July 15, 2013
Page 2

Kristen Kapelanski, Planner
Sheila Weber and Kristin Pace, Treasurer's Office
Sarah Marchioni, Building Permit Coordinator
Sue Troutman, City Clerk's Office
William H. Freeman, Esquire
Thomas R. Schultz, Esquire

CONSERVATION EASEMENT

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 8th day of July, 2013, by and between Tollgate Woods III, LLC whose address is 7125 Orchard Lake Road, Suite 200, P.O. Box 255005, West Bloomfield, Michigan 48325-3005 (hereinafter the "Grantor"), and the City is 45175 Ten Mile Road, Novi, Michigan of Novi, and its successors or assigns, whose address 48375 (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section 11 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 57 unit site condominium development on the Property, subject to provision of an appropriate easement to permanently protect the woodland and wetland areas located thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Conservation Easement Areas (the "Easement Areas") situated on the Property are more particularly described on Exhibits B and C, attached hereto and made a part hereof. The four pages of Exhibit C contain drawings depicting the protected area.

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

1. The purpose of this Conservation Easement is to protect the wetlands and woodland areas as described on attached and incorporated Exhibit B and as shown on the attached and incorporated Exhibit C. 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 and woodland areas and/or vegetation within the Easement Area, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and 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 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 woodland 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.

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

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

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

WITNESS: GRANTOR
Singh Tollgate III, LLC

By: _____
Manager/Member

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of July, 2013, by _____, as the Manager/Member of Singh Tollgate III, LLC, a Michigan limited liability company, on its behalf.

Notary Public
Acting in Queen Anne's County
My Commission Expires: _____

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

W1317467.DOC

EXHIBIT A

May 16, 2013
Job No. 13-011

LEGAL DESCRIPTION
SUBJECT PARCEL
"TOLLGATE WOODS 3" CONDOMINIUM

A part of the Northeast 1/4 and the Northwest 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan being more particularly described as commencing at the East 1/4 Corner of said Section 11; thence South 86°46'23" West, 2590.45 feet, along the East and West 1/4 line of said Section 11 and the Southerly line of "Tollgate Woods Subdivision", as recorded in Liber 276, of Plats, Pages 38, 39, 40, 41, 42 and 43 Oakland County Records and the Southerly line of "Tollgate Woods Subdivision No. 2", as recorded in Liber 292, of Plats, Pages 1, 2, 3, 4, 5, 6, 7, and 8, Oakland County Records, to the Point of Beginning; thence continuing South 86°46'23" West, 89.98 feet, along the East and West 1/4 line of said Section 11 to the Center of said Section 11; thence South 86°56'34" West, 616.82 feet, along the East and West 1/4 line of said Section 11, to the Southeast corner of "Vista Hills", Oakland County Condominium Subdivision Plan No. 822, as recorded in Master Deed Liber 13736, Page 571-648, Oakland County Records, (said point being North 86°56'34" East, 2000.13 feet, from the West 1/4 corner of said Section 11); thence North 03°03'27" West, 142.33 feet, along the Easterly line of said "Vista Hills"; thence North 16°47'32" East, 28.00 feet, along the Easterly line of said "Vista Hills"; thence 88.36 feet, along a curve to the right, said curve having a radius of 300.00 feet, a central angle of 16°52'31" and a chord bearing and distance of North 64°46'14" West, 88.04 feet, along the Easterly line of said "Vista Hills"; thence North 56°20'00" West, 26.52 feet, along the Easterly line of said "Vista Hills"; thence North 21°29'36" East, 93.72 feet, along the Easterly line of said "Vista Hills"; thence North 62°02'14" East, 45.22 feet, along the Easterly line of said "Vista Hills"; thence North 13°23'54" East, 72.71 feet, along the Easterly line of said "Vista Hills"; thence North 11°08'35" West, 125.93 feet, along the Easterly line of said "Vista Hills"; thence North 27°38'18" West, 72.00 feet, along the Easterly line of said "Vista Hills"; thence North 03°38'10" East, 64.56 feet, along the Easterly line of said "Vista Hills"; thence North 51°05'57" West, 169.78 feet, along the Easterly line of said "Vista Hills"; thence North 45°45'20" West, 106.61 feet, along the Easterly line of said "Vista Hills"; thence North 22°36'05" East, 218.62 feet, along the Easterly line of said "Vista Hills"; thence North 29°34'55" East, 67.61 feet, along the Easterly line of said "Vista Hills"; thence South 70°59'23" East, 63.09 feet, to Traverse Point 'A'; thence continuing South 70°59'23" East, 10.00 feet, to the waters edge of an unnamed pond; thence 2056' +/- Southwesterly, Southeasterly, Northeasterly, Northerly and Westerly along the waters edge of the unnamed pond, to a point; thence North 12°09'56" East, 10.00 feet to Traverse Point 'B', (said Traverse Point 'B' being the following 9 calls along an intermediate traverse line, from said Traverse Point 'A', South 67°39'06" West, 89.28' and South 22°36'05" West, 175.95 feet and South 34°46'41" East, 157.71 feet and South 74°10'10" East, 466.00 feet and North 43°35'06" East, 590.36 feet and North 88°32'23" East, 106.21 feet and North 03°35'23" West, 150.10 feet, and North 68°22'53" West, 137.97 feet, and South 85°56'12" West, 217.13 feet to said Traverse Point 'B'); thence North 12°09'56" East, 145.70 feet; thence North 51°22'23" East, 74.91 feet; thence South 40°40'13" East, 227.21 feet; thence South 68°22'53" East, 183.15 feet; thence North 22°21'11" East, 83.14 feet; thence North 29°58'49" East, 83.14 feet; thence North 38°38'47" East, 83.15 feet; thence North 44°12'38" East, 83.09 feet; thence North 30°48'36" West, 70.00 feet; thence North 59°11'34" East, 144.52 feet; thence North 00°09'44" West, 206.91 feet; thence North 89°48'28" East, 190.16 feet, along the Centerline line of Brownstone Drive (35' 1/2 width); thence South 00°11'32" East, 199.87 feet, along the Westerly line of "Tollgate Ravines", Oakland County Condominium Subdivision Plan No. 1312, as recorded in Master Deed, Liber 22048, Pages 491-560, Oakland County Records; thence North 77°48'59" East, 71.56 feet, along the Southerly line of said "Tollgate Ravines"; thence North 89°48'28" East, 210.00 feet, along the Southerly line of said "Tollgate

EXHIBIT A

Ravines"; thence South 73°06'16" East, 230.00 feet, along the Southerly line of said "Tollgate Ravines"; thence South 29°04'46" East, 189.71 feet, along the Westerly line of said "Tollgate Ravines"; thence South 73°59'27" West, 14.63 feet, (previously recorded as 13.72 feet), along the Northerly line of said "Tollgate Ravines"; thence 25.30 feet along a curve to the left, said curve having a radius of 67.00 feet, a central angle of 21°38'12" and a chord bearing and distance of South 63°10'21" West, 25.15 feet, along the Northerly line of said "Tollgate Ravines"; thence South 52°21'15" West, 71.53 feet, (previously recorded as 72.06 feet), along the Northerly line of said "Tollgate Ravines", to Easterly right of way of Wolfe Pass (60.00 feet wide right-of-way) of said "Tollgate Woods Subdivision"; thence 3.66 feet along a curve to the left, said curve having a radius of 500.00 feet, a central angle of 00°25'08" and a chord bearing and distance of North 42°43'50" West, 3.66 feet, along the Easterly right of way of said Wolf Pass and said "Tollgate Woods Subdivision"; thence South 47°03'38" West, 189.90 feet, along a Northerly line of said "Tollgate Woods Subdivision"; thence North 40°59'50" West, 37.85 feet, along a Northerly line of said "Tollgate Woods Subdivision"; thence North 59°13'08" West, 102.13 feet, along a Northerly line of said "Tollgate Woods Subdivision"; thence North 70°15'53" West, 39.09 feet, along a Northerly line of said "Tollgate Woods Subdivision"; thence North 86°39'35" West, 119.46 feet, along a Northerly line of said "Tollgate Woods Subdivision"; thence South 75°34'24" West, 75.00 feet, along a Northerly line of said "Tollgate Woods Subdivision"; thence 1.80 feet along a curve to the right, said curve having a radius of 375.00 feet, a central angle of 00°16'30" and a chord bearing and distance of South 29°55'51" East, 1.80 feet, along a Northerly line of said "Tollgate Woods Subdivision"; thence South 60°12'22" West, 60.00 feet, along a Northerly line of said "Tollgate Woods Subdivision"; thence South 44°47'06" West, 139.12 feet, along a Westerly line of said "Tollgate Woods Subdivision"; thence South 23°12'31" West, 97.40 feet, along a Westerly line of said "Tollgate Woods Subdivision"; thence South 13°40'54" West, 83.28 feet, along a Westerly line of said "Tollgate Woods Subdivision"; thence South 33°31'07" West, 32.45 feet, along a Westerly line of said "Tollgate Woods Subdivision", to the Northwesterly corner of said "Tollgate Woods Subdivision No. 2"; thence South 33°31'29" West, 46.20 feet, along the Westerly line of said "Tollgate Woods Subdivision No. 2"; thence South 53°39'03" West, 280.77 feet, along a Westerly line of said "Tollgate Woods Subdivision No. 2"; thence South 37°58'13" West, 177.89 feet, along a Westerly line of said "Tollgate Woods Subdivision No. 2"; thence South 10°03'58" East, 44.39 feet, along a Westerly line of said "Tollgate Woods Subdivision No. 2"; thence South 40°26'44" East, 47.68 feet, along a Westerly line of said "Tollgate Woods Subdivision No. 2"; thence South 24°08'14" West, 120.44 feet, along a Westerly line of said "Tollgate Woods Subdivision No. 2"; thence South 24°30'48" West, 60.00 feet, along a Westerly line of said "Tollgate Woods Subdivision No. 2"; thence 4.61 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 01°00'57" and a chord bearing and distance of South 65°59'41" East, 4.61 feet, along a Westerly line of said "Tollgate Woods Subdivision No. 2"; thence South 11°26'33" West, 126.88 feet, along a Westerly line of said "Tollgate Woods Subdivision No. 2"; thence South 03°13'37" East, 198.86 feet, along a Westerly line of said "Tollgate Woods Subdivision No. 2", to the Point of Beginning, including all land between intermediate traverse line and waters edge of unnamed pond. All of the above containing 26.96 Acres.

EXHIBIT B

July 1, 2013
Job No. 13-011

LEGAL DESCRIPTION
CONSERVATION EASEMENT
"TOLLGATE WOODS 3" CONDOMINIUM

A part of the Northeast 1/4 and the Northwest 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan being more particularly described as commencing at the East 1/4 Corner of said Section 11; thence South 86°46'23" West, 2590.45 feet, along the East and West 1/4 line of said Section 11 and the Southerly line of "Tollgate Woods Subdivision", as recorded in Liber 276, of Plats, Pages 38, 39, 40, 41, 42 and 43 Oakland County Records and the Southerly line of "Tollgate Woods Subdivision No. 2", as recorded in Liber 292, of Plats, Pages 1, 2, 3, 4, 5, 6, 7, and 8, Oakland County Records, to the Point of Beginning; thence continuing South 86°46'23" West, 89.98 feet, along the East and West 1/4 line of said Section 11 to the Center of said Section 11; thence South 86°56'34" West, 616.82 feet, along the East and West 1/4 line of said Section 11, to the Southeast corner of "Vista Hills", Oakland County Condominium Subdivision Plan No. 822, as recorded in Master Deed Liber 13736, Pages 571-648, Oakland County Records, (said point being North 86°56'34" East, 2000.13 feet, from the West 1/4 corner of said Section 11); thence North 03°03'27" West, 142.33 feet, along the Easterly line of said "Vista Hills"; thence North 16°47'32" East, 28.00 feet, along the Easterly line of said "Vista Hills"; thence 88.36 feet, along a curve to the right, said curve having a radius of 300.00 feet, a central angle of 16°52'31" and a chord bearing and distance of North 64°46'14" West, 88.04 feet, along the Easterly line of said "Vista Hills"; thence North 56°20'00" West, 26.52 feet, along the Easterly line of said "Vista Hills"; thence North 21°29'36" East, 93.72 feet, along the Easterly line of said "Vista Hills"; thence North 62°02'14" East, 45.22 feet, along the Easterly line of said "Vista Hills"; thence North 13°23'54" East, 72.71 feet, along the Easterly line of said "Vista Hills"; thence North 11°08'35" West, 125.93 feet, along the Easterly line of said "Vista Hills"; thence North 27°38'18" West, 72.00 feet, along the Easterly line of said "Vista Hills"; thence North 03°38'10" East, 64.56 feet, along the Easterly line of said "Vista Hills"; thence North 51°05'57" West, 169.78 feet, along the Easterly line of said "Vista Hills"; thence North 45°45'20" West, 106.61 feet, along the Easterly line of said "Vista Hills"; thence North 22°36'05" East, 218.62 feet, along the Easterly line of said "Vista Hills"; thence North 29°34'55" East, 67.61 feet, along the Easterly line of said "Vista Hills"; thence South 70°59'23" East, 63.09 feet, to Traverse Point 'A'; thence continuing South 70°59'23" East, 10.00 feet, to the waters edge of an unnamed pond; thence 2056' +/- Southwesterly, Southeasterly, Northeasterly, Northerly and Westerly along the waters edge of the unnamed pond, to a point; thence North 12°09'56" East, 10.00 feet to Traverse Point 'B', (said Traverse Point 'B' being the following 9 calls along an intermediate traverse line, from said Traverse Point 'A', South 67°39'06" West, 89.28' and South 22°36'05" West, 175.95 feet and South 34°46'41" East, 157.71 feet and South 74°10'10" East, 466.00 feet and North 43°35'06" East, 590.36 feet and North 88°32'23" East, 106.21 feet and North 03°35'23" West, 150.10 feet, and North 68°22'53" West, 137.97 feet, and South 85°56'12" West, 217.13 feet to said Traverse Point 'B'); thence North 12°09'56" East, 145.70 feet; thence North 51°22'23" East, 74.91 feet; thence South 40°40'13" East, 227.21 feet; thence South 68°22'53" East, 183.15 feet; thence South 22°21'11" West, 85.22 feet; thence South 49°54'50" East, 117.06 feet, to a point on the northerly right-of-way line of proposed Steinbeck Glen (60.00 foot width); thence 70.66 feet, along a curve to the right, said curve having a radius of 315.00 feet, a central angle of 12°51'08" and a chord bearing and distance of South 46°13'32" West, 70.51 feet, along the northerly right-of-way line of said Steinbeck Glen; thence South 52°39'08" West, 54.34 feet, along the northerly right-of-way line of said Steinbeck Glen; thence North 37°20'52" West, 93.81 feet; thence South 77°38'53" West, 5.20 feet; thence North 67°33'06" West, 31.34 feet; thence North 85°45'35" West, 2.87 feet; thence South 52°39'08" West, 57.37 feet; thence South 52°05'46" West, 75.10 feet; thence South 45°21'55" West, 72.07

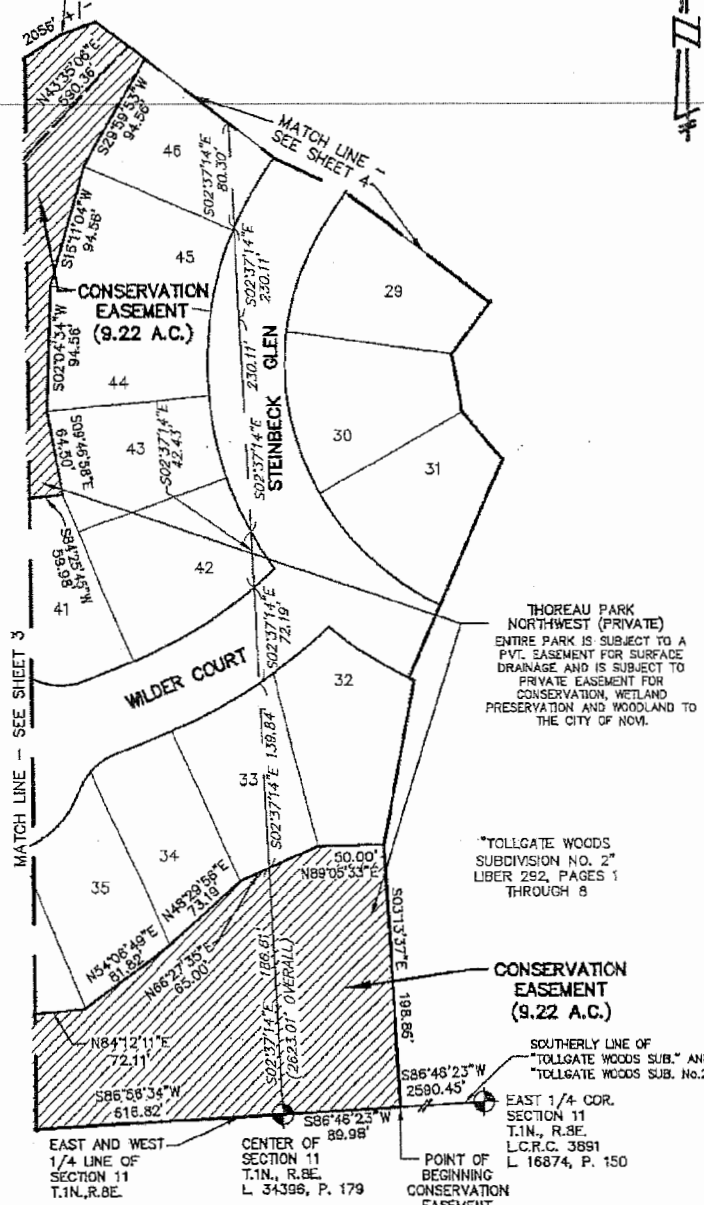
EXHIBIT B

feet; thence South 09°24'44" West, 21.81 feet; thence South 73°44'47" West, 20.21 feet; thence South 37°11'50" West, 53.87 feet; thence South 29°59'53" West, 94.56 feet; thence South 16°11'04" West, 94.56 feet; thence South 02°04'34" West, 94.56 feet; thence South 09°46'58" East, 64.50 feet; thence South 84°25'45" West, 59.98 feet; thence South 79°14'24" West, 63.70 feet; thence South 60°56'32" West, 63.63 feet; thence South 41°32'57" West, 67.74 feet; thence South 21°32'39" West, 32.24 feet; thence South 06°54'32" West, 7.73 feet; thence South 13°41'41" West, 47.17 feet; thence South 72°50'01" West, 1.57 feet; thence South 01°32'20" West, 46.79 feet; thence South 18°27'59" East, 67.74 feet; thence South 38°28'17" East, 67.74 feet; thence South 58°28'36" East, 67.74 feet; thence South 78°56'30" East, 70.82 feet; thence North 84°12'11" East, 72.11 feet; thence North 54°06'49" East, 81.82 feet; thence North 48°29'56" East, 73.19 feet; thence North 66°27'35" East, 65.00 feet; thence North 89°05'33" East, 50.00 feet; thence South 03°13'37" East, 198.86 feet to the Point of Beginning. All of the above containing 9.22 Acres, more or less, being subject to all easements and restrictions of record and rights.

WATER ELEVATION = 957.6
 NAVD88 DATUM
 (DATED JUNE 11, 2012)

EXHIBIT C

POND
 UNNAMED
 WATERS
 EDGE



THOREAU PARK
 NORTHWEST (PRIVATE)
 ENTIRE PARK IS SUBJECT TO A
 PVT. EASEMENT FOR SURFACE
 DRAINAGE AND IS SUBJECT TO
 PRIVATE EASEMENT FOR
 CONSERVATION, WETLAND
 PRESERVATION AND WOODLAND TO
 THE CITY OF NOVI.

*TOLLGATE WOODS
 SUBDIVISION NO. 2*
 LIBER 252, PAGES 1
 THROUGH 8

CONSERVATION
 EASEMENT
 (9.22 A.C.)

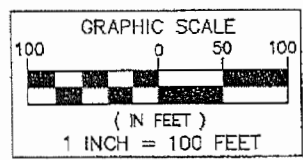
SOUTHERLY LINE OF
 "TOLLGATE WOODS SUB." AND
 "TOLLGATE WOODS SUB. No.2"

EAST 1/4 COR.
 SECTION 11
 T.1N., R.8E.
 L.C.R.C. 3691
 L 16874, P. 150

POINT OF
 BEGINNING
 CONSERVATION
 EASEMENT

EAST AND WEST
 1/4 LINE OF
 SECTION 11
 T.1N., R.8E.

CENTER OF
 SECTION 11
 T.1N., R.8E.
 L 34398, P. 179



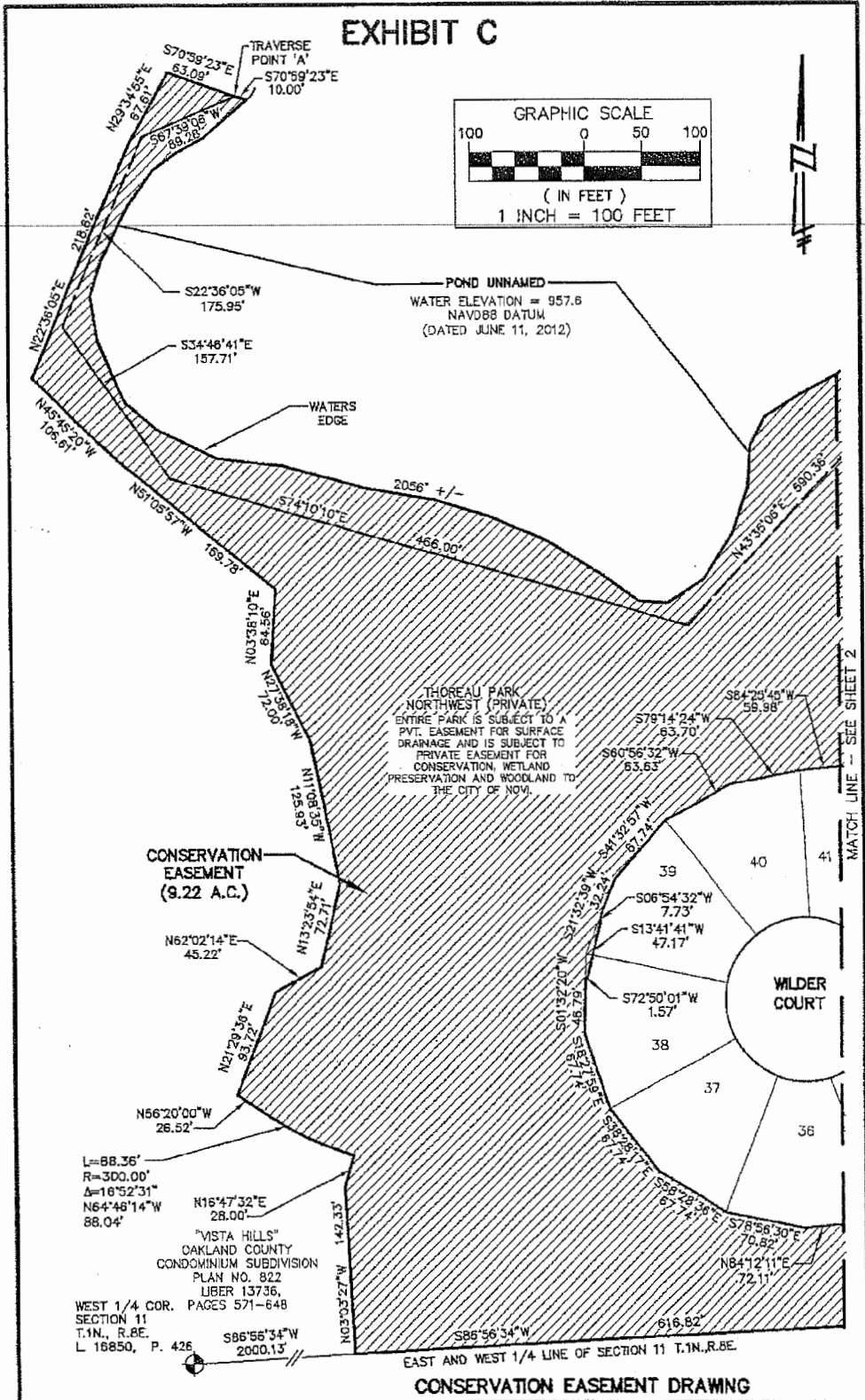
CONSERVATION EASEMENT DRAWING

**SEIBER, KEAST
 ENGINEERING, L.L.C.**
 CONSULTING ENGINEERS
 7125 ORCHARD LAKE ROAD • SUITE 300 • WEST BLOOMFIELD, MI • 48322
 PHONE: 248.562.7357 FAX: 248.562.7397

**TOLLGATE WOODS
 PHASE 3**
 SECTION 11, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	7-1-2013
JOB NO.:	13-011
DWG FILE:	13-011-EE-CONS
DRAWN BY:	DFT
CHECK:	PK
SHEET:	2 OF 4

EXHIBIT C

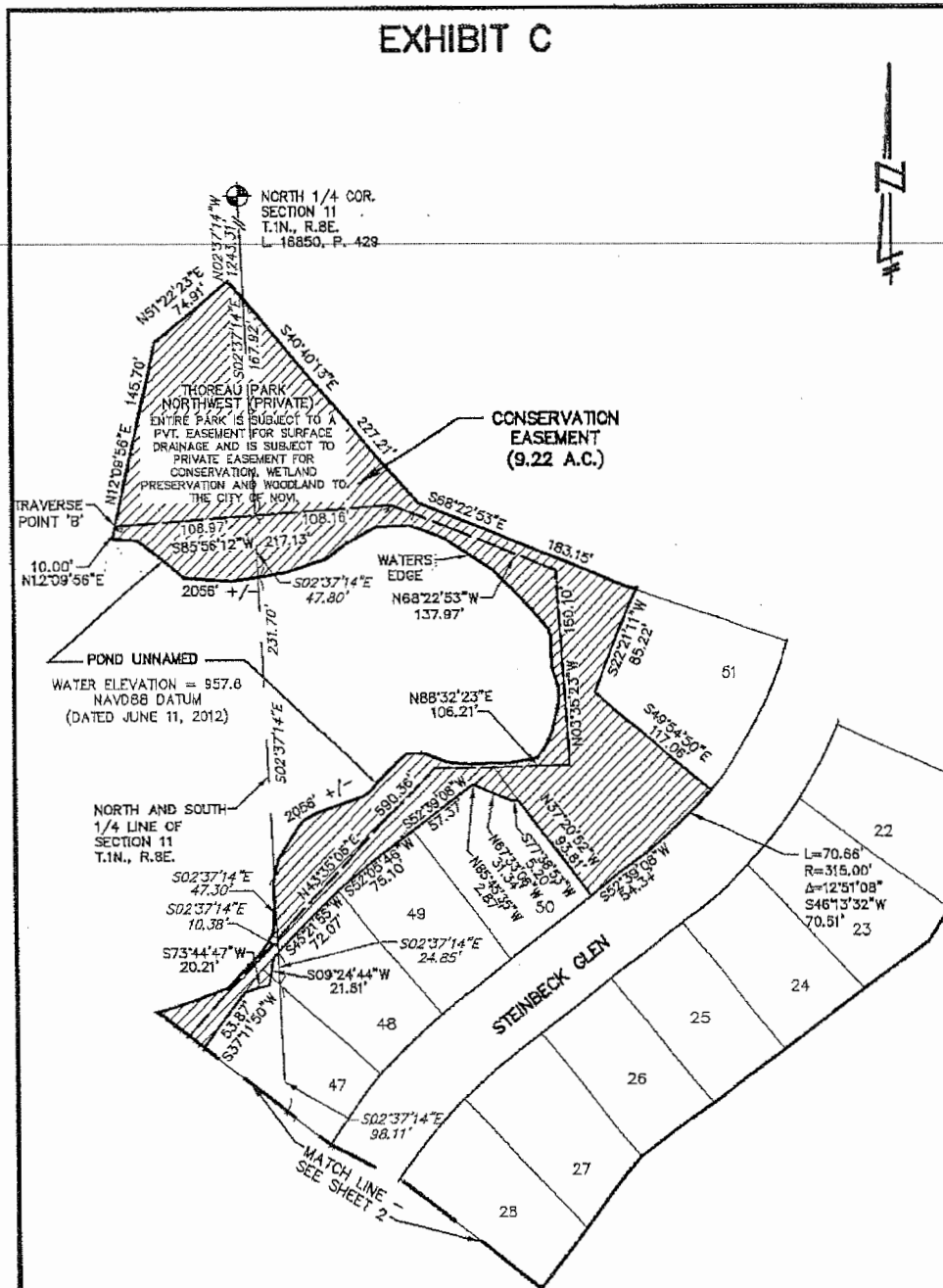


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TOLLGATE WOODS PHASE 3
SECTION 11, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	7-1-2013
JOB NO.:	13-011
DWG FILE:	13-011-EE-COM
DRAWN BY:	DJR
CHECK:	PK
SHEET:	3 OF 4

EXHIBIT C



CONSERVATION EASEMENT DRAWING



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CONSULTING ENGINEERS
7122 ORCHARD LAKE ROAD • SUITE 300 • WEST BLOOMFIELD, MI • 48322
PHONE: 248.582.7357 FAX: 248.582.7357

**TOLLGATE WOODS
PHASE 3**

SECTION 11, TOWN 1 NORTH,
RANGE B EAST, CITY OF NOV,
OAKLAND COUNTY, MICHIGAN

SCALE	1" = 100'
DATE	7-1-2013
JOB NO.	13-011
DWG FILE	13-011-EE-CONS
DRAWN BY	DFR
CHECKED	PK
SHEET	4 OF 4

SITE PLAN

