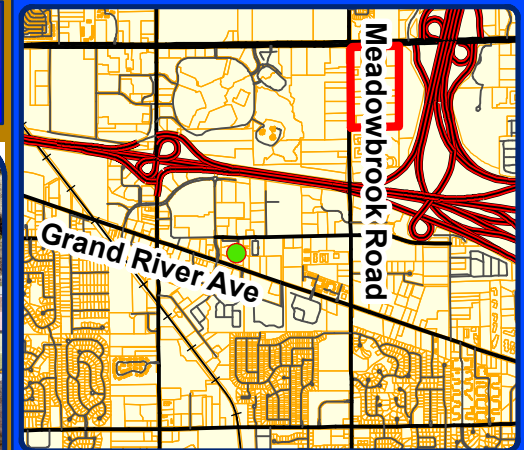
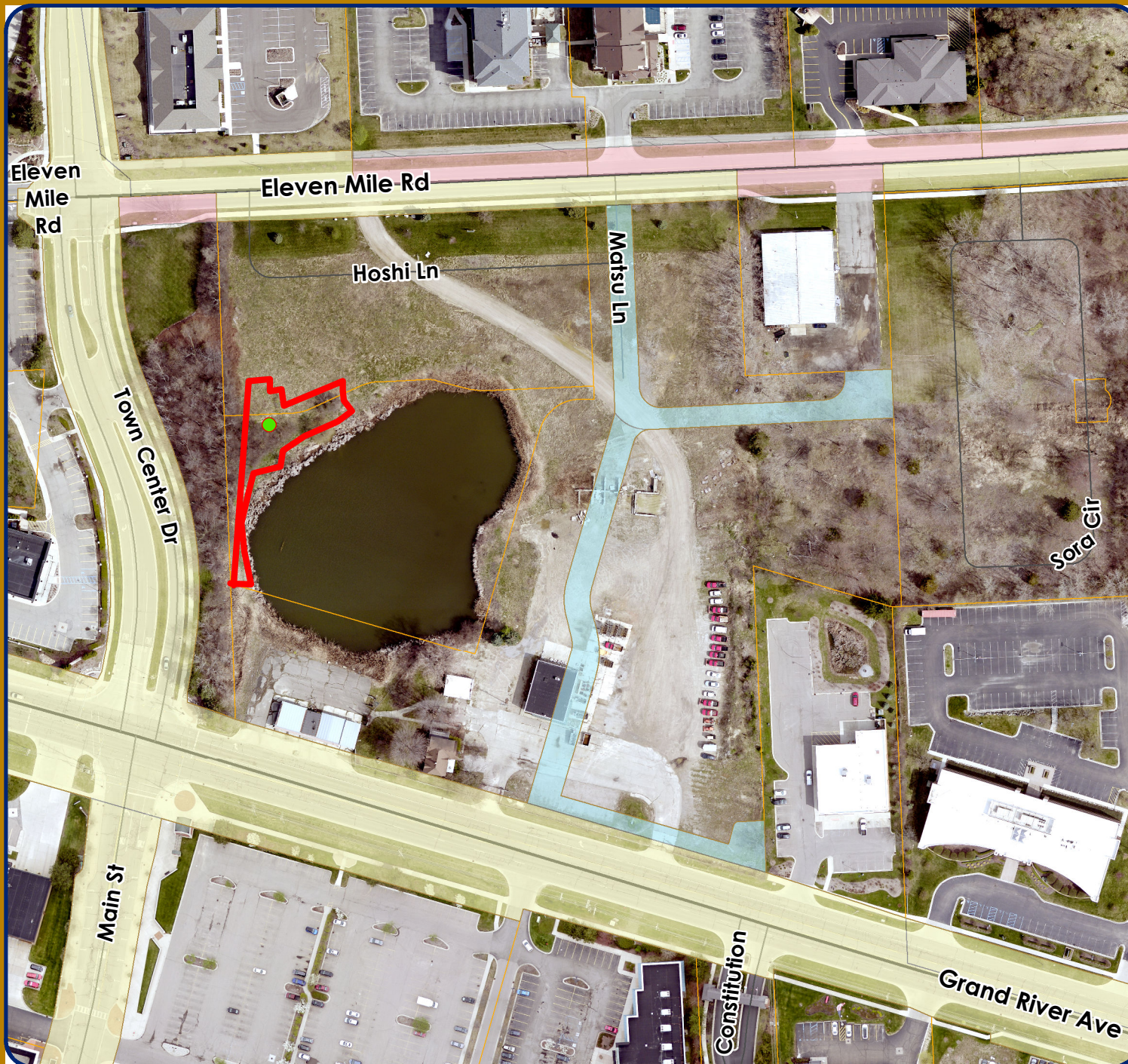


MAP
Location Map with
Conservation Easement Areas

Sakura Open Space & Woodland Conservation Easement

LOCATION



LEGEND

 Easement Area

Right of Way

-  Dedicated
-  Highway Easement
-  Prescriptive
-  Private

City of Novi

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

Map Author: Heather Zeigler

Date: 9/11/2023

Project: TOWNES OF MAIN STREET

Version #: 1

0 37.5 75 150 225 Feet

1 inch = 170 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.

EXECUTED CONSERVATION EASEMENT

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this ____ day of _____, 2023, by and between Sakura Novi Residential, LLC, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301 and Sakura Novi, LLC, a Michigan limited liability company, whose address is 350 N. Old Woodward Avenue, Suite 300, Birmingham, Michigan 48009 (collectively, hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 West Ten Mile Road, Novi, Michigan, 48375, (hereinafter the "Grantee").

RECITATIONS:

A. Each Grantor owns a portion of a certain parcel of land situated in Section 23 of the City of Novi, Oakland County, Michigan, described in Exhibit A as "Parent Parcel", and depicted in Exhibit B attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of a commercial 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 Area (the "Easement Area") situated on the Property are more particularly described in Exhibit A and depicted in Exhibit B attached hereto and made a part hereof.

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, Grantor 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 described in Exhibit A attached as "Conservation Easement" and depicted in Exhibit B attached hereto and made a part hereof. The subject area shall be perpetually preserved and maintained, in its natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy 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 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 Area with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

4. The area identified on Exhibit B as Conservation Easement shall be forever reserved and preserved, in the condition specifically approved by the City in accordance with applicable laws and ordinances.

5. 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 this Conservation Easement.

6. In the event that either 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 Conservation Area 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.

7. 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.

8. 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).

9. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement on legal instruments used to convey an interest in the property.

10. The property will be established as a condominium by the recording of a Master Deed that includes the Property and upon such event, the obligations of the Grantor set forth in paragraph 6 shall automatically transfer to the association established to administer the condominium.

IN WITNESS WHEREOF, Grantor and Grantee have executed the Conservation Easement as of the day and year first above set forth.

*If applicable to the particular development. If not, remove.

(Grantor)

SAKURA NOVI RESIDENTIAL, LLC,
a Michigan limited liability company

By: Robertson Brothers Co.,
a Michigan corporation, Manager

By: 
Darian L. Neubecker,
Its: Chief Operating Officer

AND BY:

AIKENS SAKURA RESIDENTIAL, LLC,
a Michigan limited liability company,
Member

By: _____
G. Scott Aikens,
Its: Authorized Signatory

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me in Oakland County, Michigan this 3 day of August, 2023 by Darian L. Neubecker, the Chief Operating Officer of Robertson Brothers Co., a Michigan corporation, Manager, of **SAKURA NOVI RESIDENTIAL, LLC**, a Michigan limited liability company, on behalf of the corporation and company.



Nicole L. Burchard
_____, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: Apr 3, 2028

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me in Oakland County, Michigan this _____ day of _____, 2023 by G Scott Aikens, Authorized Signatory for Aikens Sakura Residential, LLC, a Michigan limited liability company, Member of **SAKURA NOVI RESIDENTIAL, LLC**, a Michigan limited liability company, on behalf of the company.

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

Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

9. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement on legal instruments used to convey an interest in the property.

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IN WITNESS WHEREOF, Grantor and Grantee have executed the Conservation Easement as of the day and year first above set forth.

*If applicable to the particular development. If not, remove.

(Grantor)

SAKURA NOVI RESIDENTIAL, LLC,
a Michigan limited liability company

By: Robertson Brothers Co.,
a Michigan corporation, Manager

By: _____
Darian L. Neubecker,
Its: Chief Operating Officer

AND BY:

AIKENS SAKURA RESIDENTIAL, LLC,
a Michigan limited liability company,
Member

By:  _____
G. Scott Aikens,
Its: Authorized Signatory

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

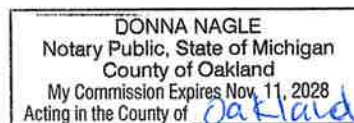
The foregoing instrument was acknowledged before me in Oakland County, Michigan this _____ day of _____, 2023 by Darian L. Neubecker, the Chief Operating Officer of Robertson Brothers Co., a Michigan corporation, Manager, of **SAKURA NOVI RESIDENTIAL, LLC**, a Michigan limited liability company, on behalf of the corporation and company.

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

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me in Oakland County, Michigan this 3rd day of August, 2023 by G Scott Aikens, Authorized Signatory for Aikens Sakura Residential, LLC, a Michigan limited liability company, Member of **SAKURA NOVI RESIDENTIAL, LLC**, a Michigan limited liability company, on behalf of the company.

Donna Nagle
_____, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 11/11/28



SAKURA NOVI, LLC,
a Michigan limited liability company

By: 
G. Scott Aikens, Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument is acknowledged before me in Oakland County, Michigan this 3RD day of August, 2023 by G. Scott Aikens, Manager of Sakura Novi, LLC, a Michigan limited liability company, on behalf of the company.


Oakland, Notary Public
County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 11/11/28



(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 _____, 2023, by, _____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted By:

Elizabeth M. Kudla
30903 Northwestern Highway P.O. Box
3040
Farmington Hills, MI 48333-3040

After Recorded Return to:

Cortney Hanson, City Clerk, City of Novi

45175 Ten Mile Road

Novi, Michigan 48375-3024

**EXHIBIT A
CONSERVATION
EASEMENT**

PARENT PARCEL
ID 22-23-126-018

A PARCEL OF LAND IN A PART OF THE NORTH 1/2 OF SECTION 23, T. 01 N, R. 08 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 23, T. 01 N, R. 08 EAST, THENCE ALONG THE NORTH LINE OF SAID SECTION 23 N88°24'51"E 264.75 FEET; THENCE S01°27'28"E 35.00 FEET TO THE POINT OF BEGINNING; THENCE S01°27'28"E, 491.50 FEET; THENCE S89°26'20"W, 403.87 FEET; THENCE N71°19'30"W, 170.45 FEET; THENCE S00°17'20"E 361.42 FEET TO THE NORTH LINE OF GRAND RIVER AVE. (60 FEET WIDE NORTHERLY HALF); THENCE ALONG SAID NORTH LINE N71°44'00"W, 649.31 FEET; THENCE N00°00'00"E 584.46 FEET TO THE SOUTH LINE OF 11 MILE ROAD (35 FEET WIDE SOUTH HALF); THENCE ALONG SAID SOUTH LINE N89°34'00"E 612.61 FEET ; THENCE S00°17'20"E, 208.00 FEET; THENCE N89°34'00"E, 172.00 FEET; THENCE N00°17'20"W, 208.00 FEET TO THE SOUTH LINE OF SAID 11 MILE ROAD; THENCE ALONG SAID SOUTH LINE N89°34'00"E, 118.09 FEET AND N88°24'51"E, 265.02 FEET TO THE POINT OF BEGINNING.

CONSERVATION EASEMENT

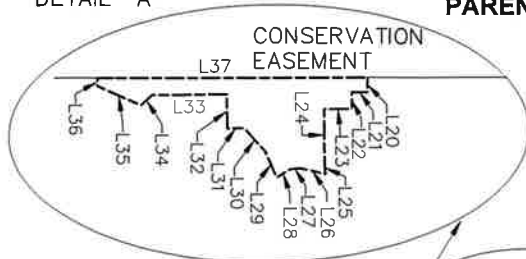
LAND IN A PART OF THE NORTH 1/2 OF SECTION 23, T. 01 N, R. 08 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 23, T. 01 N, R. 08 EAST, THENCE ALONG THE NORTH LINE OF SAID SECTION 23 N88°24'51"E 264.75 FEET; THENCE S01°27'28"E 35.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 11 MILE ROAD; THENCE ALONG SAID SOUTH LINE S88°24'51"W, 265.02 FEET AND S89°34'00"W, 118.09 FEET; THENCE S00°17'20"E, 208.00 FEET; THENCE S89°34'00"W 172.00 FEET; THENCE N00°17'20"W, 208.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 11 MILE ROAD; THENCE ALONG SAID SOUTH LINE S89°34'00"W 612.61 FEET; THENCE S00°00'00"E 207.49 FEET TO THE POINT OF BEGINNING OF A CONSERVATION EASEMENT; THENCE S89°43'11"E, 13.03 FEET; THENCE S00°26'00"E, 13.52 FEET; THENCE N90°00'00"E, 14.50 FEET; THENCE S00°00'00"E, 24.28 FEET; THENCE N89°36'25"E, 46.00 FEET; THENCE N85°42'34"E, 11.16 FEET; THENCE S13°37'44"W, 22.39 FEET; THENCE S08°26'45"E, 8.74 FEET; THENCE S31°28'27"E, 13.37 FEET; THENCE S66°08'12"W, 25.07 FEET; THENCE S48°22'48"W, 27.49 FEET; THENCE S00°25'59"E, 14.90 FEET; THENCE S89°34'01"W, 29.78 FEET; THENCE S00°25'59"E, 65.55 FEET; THENCE S41°42'36"E, 13.53 FEET; THENCE S23°58'35"W, 41.96 FEET; THENCE N90°00'00"W, 7.06 FEET; THENCE N00°00'00"E, 236.03 FEET TO THE POINT OF BEGINNING, CONTAINING ±0.19 ACRES.

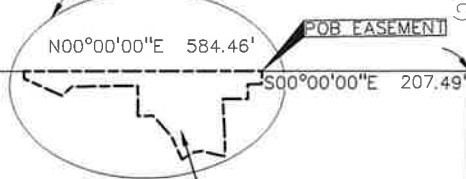
LINE TABLE FOR CONSERVATION EASEMENT					
Line #	Direction	Length	Line #	Direction	Length
L20	S89°43'11"E	13.03'	L29	S66°08'12"W	25.07'
L21	S00°26'00"E	13.52'	L30	S48°22'48"W	27.49'
L22	N90°00'00"E	14.50'	L31	S00°25'59"E	14.90'
L23	S00°00'00"E	24.28'	L32	S89°34'01"W	29.78'
L24	N89°36'25"E	46.00'	L33	S00°25'59"E	65.55'
L25	N85°42'34"E	11.16'	L34	S41°42'36"E	13.53'
L26	S13°37'44"W	22.39'	L35	S23°58'35"W	41.96'
L27	S08°26'45"E	8.74'	L36	N90°00'00"W	7.06'
L28	S31°28'27"E	13.37'	L37	N00°00'00"E	236.03'

EXHIBIT B **CONSERVATION EASEMENT** **PARENT PARCEL**

DETAIL "A"



DETAIL "A"



CONSERVATION EASEMENT

PARENT PARCEL
ID 22-23-126-018

GRAND RIVER AVE (US-16)
(60 feet wide-Northerly Half)
CENTERLINE OF GRAND RIVER AVE.
N71°44'00"W 649.31'

60.00'

S00°17'20"E 361.38'

N71°44'00"W 170.45'

S89°26'20"W 403.87'

LEGEND:

SECTION CORNER

VICINITY MAP



SAKURA NOVI
RESIDENTIAL, LLC
6905 Telegraph Rd., Suite 200
Bloomfield, Michigan 48301



0 75 150
SCALE: 1" = 150'

NORTHWEST
CORNER SECTION
23, T.1N., R.8E.
FOUND BRASS
REMON CAP 17642
IN MON BOX

NW CORNER OF
THE E 1/2 OF
THE NW 1/4,
SECTION 23
(CALCULATED
1/16TH CORNER)

11 MILE ROAD
(35' SOUTH 1/2 WIDTH)

NORTH LINE SECTION 23

NORTH 1/4
CORNER SECTION
23, T.1N., R.8E.
FOUND BRASS
REMON CAP 24598
IN MON BOX

NE CORNER SECTION 23,
T.1N., R.8E. FOUND
BRASS REMON CAP
#24598 IN MON BOX

PEA
GROUP

I: 644.613.2949
www.peagroup.com

SHEET 2 OF 2
APRIL 13, 2023
2018-0033

ATTORNEYS APPROVAL LETTER

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

September 1, 2023

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

**RE: Sakura Novi JSP 22-09
Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed the final executed Conservation Easement and a title search for woodlands and open space for the Sakura Novi Development. The Conservation Easement is in the City's standard format to preserve open space and replacement trees within the development. The Conservation Easement exhibits have been reviewed and approved by the City's Consulting Engineer. The Conservation Easement may be placed on an upcoming City Council Agenda for approval and recording.

This review is subject to additional comments by City Engineering Division and Planner.

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

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Ian Hogg, Planner

Barb McBeth, City Planner
City of Novi
September 1, 2023
Page 2

Heather Ziegler, Planner
James Hill, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Ben Croy, City Engineer
Rebecca Runkel, Project Engineer
Adam Yako, Project Engineer
Humna Anjum, Project Engineer
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Scott Aikens, Sakura Novi, LLC
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT'S APPROVAL LETTER

August 21, 2023

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

Re: Sakura - Planning Document Review
Novi # JSP22-0009
SDA Job No. NV23-205
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on August 11, 2023 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. Conservation Easement – (executed 08/03/2023, exhibit dated 04/13/2023)
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
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Adam Yako, City of Novi
Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler