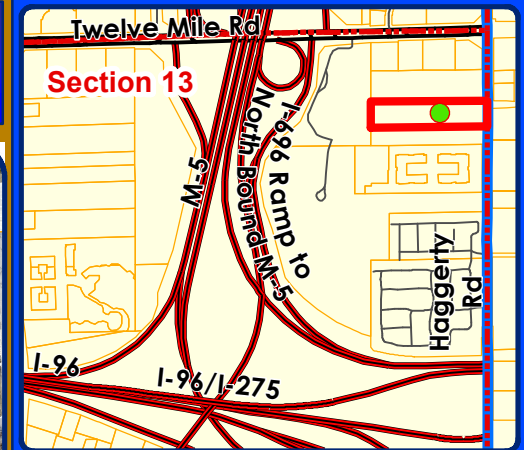


MAP  
Location Map with  
Conservation Easement Areas

# SHEETZ - OFF-SITE CONSERVATION EASEMENT LOCATION



## LEGEND

- Subject Property
- Conservation Easement



## City of Novi

Dept. of Community Development  
City Hall / Civic Center  
45175 W Ten Mile Rd  
Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)

Map Author: Lindsay Bell  
Date: 7/9/25  
Project: SHEETZ  
Version #: 1

0 62.5 125 250 375 Feet  
1 inch = 278 feet

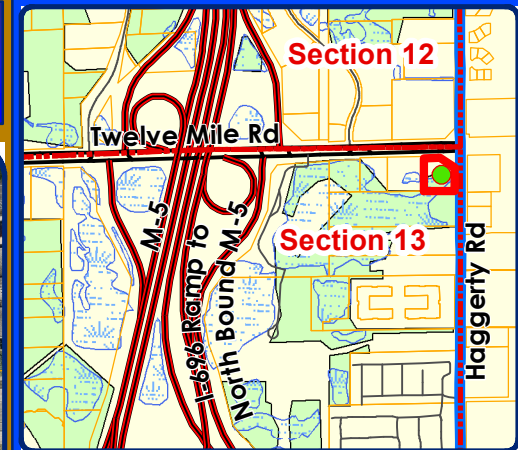
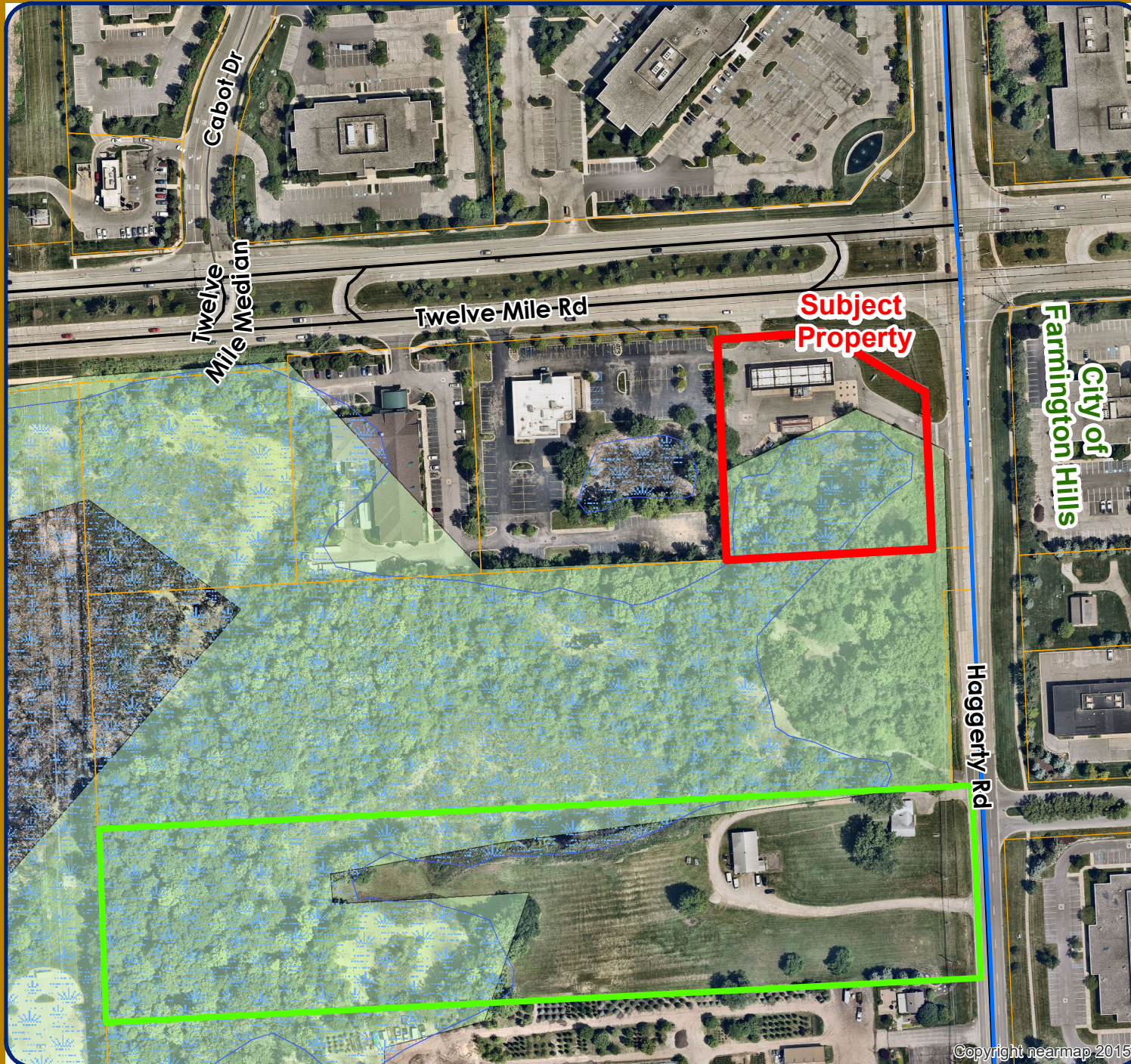


## MAP INTERPRETATION NOTICE

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.

# SHEETZ

## NATURAL FEATURES



### LEGEND

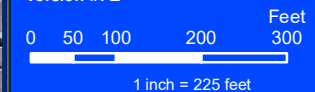
- WETLANDS
- WOODLANDS
- Subject Property
- Off-Site Wetland Mitigation Parcel



## City of Novi

Dept. of Community Development  
City Hall / Civic Center  
45175 W Ten Mile Rd  
Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)

Map Author: Lindsay Bell  
Date: 6/27/24  
Project: SHEETZ  
Version #: 1



### 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.

**ATTORNEY'S 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

June 26, 2025

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

**RE: Sheetz JSP23-33**  
***Off-Site Wetland Conservation Easement***

Dear Ms. McBeth:

We have received and reviewed the original executed off-site Conservation Easement for wetland mitigation plan for the Sheetz Development. The Conservation Easement appears to be in order. All comments have been addressed. The Conservation Easement may be placed on an upcoming City Council Agenda for approval. Once approved, the Conservation Easement should be recorded with the Oakland County Register of Deeds in the usual manner.

**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  
Dan Commer, Planner  
Diana Shanahan, Planner

Barb McBeth, City Planner  
City of Novi  
June 26, 2025  
Page 2

Sarah Marchioni, Community Development Building Project Coordinator  
Angie Sosnowski, Community Development Bond Coordinator  
Stacey Choi, Planning Assistant  
Ben Croy, City Engineer  
Humna Anjum, Project Engineer  
Milad Alesmail, Project Engineer  
Kate Purpura, Project Engineer  
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker  
Alyssa Craigie, Administrative Assistant  
Sheetz Representative, [dbruckel@sheetz.com](mailto:dbruckel@sheetz.com)  
Thomas R. Schultz, Esquire

**ENGINEERING CONSULTANT'S APPROVAL LETTER**

June 20, 2025

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

Re: Sheetz - Planning Document Review #3  
Novi # JSP23-0033  
SDA Job No. NV25-206  
**APPROVED**

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on June 18, 2025 against the current submitted plan set. We offer the following comments:

**Submitted Documents:**

1. **Off-Site Conservation Easement** – (executed 05-30-2025)  
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**



Holly Demers  
Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker  
Ben Croy, City of Novi  
Cortney Hanson, City of Novi  
Diana Shanahan, City of Novi  
Sarah Marchioni, City of Novi  
Humna Anjum, City of Novi  
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler  
Angie Sosnowski, City of Novi  
Melissa Morris, City of Novi  
Rebecca Runkel, City of Novi  
Alyssa Craigie, City of Novi  
Barb McBeth, City of Novi  
Lindsay Bell, City of Novi



Ben Nelson, City of Novi  
Milad Alesmail, City of Novi  
Stacey Choi, City of Novi  
Dan Commer, City of Novi  
David Bruckelmeyer, Applicant

**EXECUTED CONSERVATION EASEMENT**

## **CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between HEFCO HAGGERTY LLC, a Michigan limited liability company, whose address is 1564 Henrietta St., Birmingham, MI 48009, and its successors or assigns ("Grantor"), HAGGERTY 12 MILE, LLC, an Ohio limited liability company, whose address is 4270 Morse Rd., Columbus, OH 43230, and its successors or assigns ("Haggerty 12 Grantee"), and the City of Novi, whose address is 45175 Ten Mile Road, Novi, Michigan 48375, and its successors or assigns ("City" or "City Grantee").

### **RECITATIONS**

A. Grantor owns a certain parcel of land situated in the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof ("Grantor Property").

B. Haggerty 12 Grantee owns a certain parcel of land situated in the City of Novi, Oakland County, Michigan, described in Exhibit B, attached hereto and made a part hereof ("Haggerty 12 Grantee Property").

C. Grantor has received preliminary site plan approval from the City for the construction of a commercial building and related site improvements on a portion of the Grantor Property ("Grantor Preliminary Site Plan" is attached as Exhibit C for the "Grantor Project").

D. Haggerty 12 Grantee has received final site plan approval from the City for the construction of a restaurant and fuel station on the Haggerty 12 Grantee Property ("Haggerty 12 Grantee Final Site Plan" is attached as Exhibit D for the "Haggerty 12 Grantee Project"), subject to it receiving a conservation easement on a portion of the Grantor Property from Grantor to mitigate and replace disturbed wetlands on the Haggerty 12 Grantee Property ("Conservation Easement"). Grantor desires to grant the Conservation Easement and Haggerty 12 Grantee and the City Grantee desire to accept the Conservation Easement in order to mitigate and replace those disturbed wetlands arising from the Haggerty 12 Grantee Project and to protect and maintain the easement area as described below.

E. The Conservation Easement area situated on a portion of the Grantor Property is more particularly described and depicted on Exhibit E ("Easement Area").

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be appurtenant to and run with the land and shall be binding upon the Grantor, Haggerty 12 Grantee and City Grantee, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the Grantor, Haggerty 12 Grantee, and City Grantee, 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 provide an area for Haggerty 12 Grantee to replace disturbed wetlands pursuant to a wetland mitigation plan (attached as Exhibit F and hereafter referred to as "Wetland Mitigation Plan") and to protect and maintain those wetlands in the Easement Area as required by the City after Haggerty 12 Grantee completes its Wetland Mitigation Plan. The Wetland Mitigation Plan to be completed by Haggerty 12 Grantee on Grantor's Property in the Easement Area shall be completed as required by the City after recording of this Conservation Easement. To coordinate its Wetland Mitigation Plan with the Grantor Project, Haggerty 12 Grantee shall remove phragmites from the Easement Area and contiguous wetland on Grantor's Property, and perform additional grading work to construct the embankment depicted as the "Embankment Consistent with Proposed Mitigation Grading Work" on Sheet 7 of Exhibit C, attached hereto, and described within the Wetland Mitigation Grading Coordination Note on Sheet 7 of Exhibit C, attached hereto, for the Grantor Project using suitable compacted fill material, including the necessary removal of any tree(s) that Grantor has already received approval from the City to be removed (collectively, the "Sheetz Embankment Work"). However, Grantor shall be responsible for any tree replacements required by the removal of such tree(s) to construct the embankment. Once the Wetland Mitigation Plan, and the additional coordination work set forth in this paragraph, has been completed by Haggerty 12 Grantee, the newly created wetlands in the Easement Area shall be perpetually preserved and maintained as wetlands, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes & Energy and the appropriate federal agency. Grantor hereby grants to Haggerty 12 Grantee a temporary easement over the Grantor Property to complete the Sheetz Embankment Work. Haggerty 12 Grantee shall provide reasonable advance written notice to Grantor at [howard@hefcoproperties.com](mailto:howard@hefcoproperties.com) prior to commencing the Sheetz Embankment Work. Grantor shall select an independent third-party engineer to certify that the Sheetz Embankment Work has been completed in accordance with this agreement, which such review and certification shall be completed within 10 days after receipt of notice from Haggerty 12 Grantee that the Sheetz Embankment Work has been completed. Subject to Section 11, Grantor agrees that after the date the Sheetz Embankment Work is certified by the third party (which such certification shall be deemed given upon Grantor's use of the Grantor Property with the Sheetz Embankment Work constructed), Haggerty 12 Grantee shall have and provide no liability, obligations, warranties, maintenance responsibility, or other duties of any kind whatsoever arising from or related to the Sheetz Embankment Work.

2. Haggerty 12 Grantee shall be solely responsible for maintaining and preserving the Easement Area, and shall have the right of access to maintain and preserve the Easement Area as required by the City Grantee, provided such access and maintenance does not unreasonably interfere with the Grantor Project or Grantor's use of the Grantor Property. Grantor shall have no obligation or responsibility to maintain or preserve the Easement Area unless such maintenance and preservation is caused by Grantor's violation of Sections 5 or 6 below.

3. The existence of the Conservation Easement will not be used as an adverse factor by the City in considering Grantor's final site plan approval for the Grantor Project or other development of the Grantor Property. Grantor shall not be permitted to develop the Grantor Property within the Easement Area, however, Grantor and Haggerty 12 Grantee shall be permitted to alter the grade within the 25 foot wetland buffer (as defined by City Ordinance) adjacent to the Easement Area as depicted

on the approved preliminary site plan attached as Exhibit C, including but not limited to, the detention basin embankment work referenced in Section 1.

4. Subject to Grantor's compliance with any applicable federal and state regulatory requirements for stormwater discharge, the discharge of storm water into the Easement Area from Grantor's Property, whether developed or undeveloped, shall be permitted. Grantor shall also have access to the Easement Area for purposes of constructing its storm water discharge system to be located outside of the Easement Area, and for maintenance and repair of its discharge of storm water and/or storm water discharge system as necessary.

5. Except for the activities which have been expressly authorized herein or by permit, there shall be no disturbance of the wetlands, woodlands, 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.

6. No grass or other vegetation shall be planted in the Easement Area after the completion of the Wetland Mitigation Plan, with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

7. The Haggerty 12 Grantee Wetland Mitigation Plan includes the removal of a number of tagged trees in the Easement Area. In the event the City requires tree replacement as a result of the tree removals necessitated by the implementation of the Wetland Mitigation Plan, Haggerty 12 Grantee shall be solely responsible for said tree replacements, including all costs and expenses associated therewith, and should said tree replacements be in the Easement Area on Grantor's Property, the location of same shall be subject to the approval of Grantor and the City. Grantor shall be responsible for any tree replacements necessitated by the development of the Grantor Property outside of the Easement Area.

8. This Conservation Easement does not grant or convey to Haggerty 12 Grantee or the City 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, Haggerty 12 Grantee or the City Grantee and their authorized employees and agents (collectively, "Grantee 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.

9. In the event that the Haggerty 12 Grantee 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 Easement Area in reasonable order and condition, the City may serve written notice upon the Haggerty 12 Grantee, with a copy to Grantor, setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured by Haggerty 12 Grantee 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 Haggerty 12 Grantee 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 Easement Area, or cause its agents or contractors to enter upon the Easement Area and perform such maintenance and/or preservation as reasonably found by the City to be appropriate provided Grantor is given notice and such activities do not unreasonably interfere with Grantor's use of Grantor's Property. 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 Haggerty 12 Grantee, and such amount shall constitute a lien on the Haggerty 12 Grantee Property. Grantor shall have no responsibility for such costs and expenses, and no lien shall attach to the Grantor Property in connection with any default by Haggerty 12 Grantee. The City may require the payment of such monies from Haggerty 12 Grantee prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Haggerty 12 Grantee, all unpaid amounts may be placed on the delinquent tax roll of the City, as to the Haggerty 12 Grantee Property only, 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 Haggerty 12 Grantee, and, in such event, the non-prevailing party shall pay all court costs and reasonable attorney fees incurred by the prevailing party in connection with such suit.

10. Within 90 days after the Conservation Easement shall have been recorded, Haggerty 12 Grantee at its sole expense, shall place such signs, defining the boundaries of the Easement Area and, describing its protected purpose, as indicated herein. The location of the signs shall be approved by the City and Grantor.

11. In connection with any of its activities under this Conservation Easement that damages or disturbs Grantor's Property outside of the Easement Area, Haggerty 12 Grantee shall promptly restore Grantor's Property to its condition existing immediately prior to said activities. Haggerty 12 Grantee hereby agrees to, indemnify, defend and hold Grantor and Grantor's Property free and harmless from and against any cost, expense, charge, lien, action or judgment, as well as any claim of a right to any such cost, expense, charge, lien, action or judgment arising directly or indirectly from any act or omission of Haggerty 12 Grantee or any of its employees, agents, contractors or independent contractors or for any services, labor, supplies or materials provided or performed by or on behalf of Haggerty 12 Grantee or any of its employees, agents, contractors or independent contractors, and from and against any personal injury and property damage caused by the act or neglect of Haggerty 12 Grantee or any of its employees, agents, contractors or independent contractors. This indemnification shall survive any termination of its other obligations under this Conservation Easement in perpetuity. Haggerty 12 Grantee, or such person or entity actually doing any work contemplated hereunder shall secure and maintain, at Haggerty 12 Grantee's or such other person or entity's sole cost and expense, the following policies of insurance: (i) comprehensive public liability and property damage insurance, naming Grantor, HEFCO Properties LLC, HEFCO Management Inc, and Howard Friedlaender as additional insureds, with limits of \$5,000,000 for bodily injury to, or death of, any one person, \$5,000,000 for bodily injury to, or death of, more than one person on an occurrence basis, property damage insurance with limits of \$2,000,000 for each accident, and \$2,000,000 policy limit for aggregate operations on an occurrence basis, and (ii) workers' compensation and employer's liability insurance in accordance with the provisions of Michigan law. Haggerty 12 Grantee shall cause the insurance company that issues said insurance to waive any rights of subrogation with respect to such insurance and shall cause the insurance company to issue an endorsement to evidence compliance with

such waiver of subrogation. Prior to entering Grantor's Property hereunder, Haggerty 12 Grantee shall deliver to Grantor certificates of insurance evidencing such coverage, and further evidencing that such coverage may only be terminated or modified upon 30 days' prior written notice to Grantor.

12. This Conservation Easement has been made and given to City Grantee 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 MCL 207.526(a) and (ii) exempt from the County Transfer Tax, pursuant to MCL 207.505(a).

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

**\*\*SIGNATURES ON THE FOLLOWING PAGES\*\***

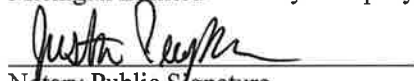
GRANTOR:

HEFCO HAGGERTY LLC,  
A Michigan Limited Liability Company

  
By: Howard Friedlaender  
Its: Authorized Agent

STATE OF MICHIGAN  
COUNTY OF OAKLAND

Acknowledged before me by Howard Friedlaender, Authorized Agent of HEFCO HAGGERTY LLC, a Michigan Limited Liability Company this 25th of May, 2025.

  
Notary Public Signature

Justin Peoples  
Notary name

JUSTIN PEOPLES  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 07-05-2027  
Acting in the County of Oakland

Notary public, State of Michigan, COUNTY OF  
Acting in the County of OAKLAND  
My Commission Expires: July 5th, 2027

GRANTEE:

CITY OF NOVI  
A Municipal Corporation

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN  
COUNTY OF OAKLAND

Acknowledged before me by \_\_\_\_\_, \_\_\_\_\_ of CITY OF NOVI, a Municipal Corporation this \_\_\_\_\_ of \_\_\_\_\_, 2025.

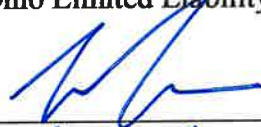
\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary name

Notary public, State of Michigan, COUNTY OF  
Acting in the County of OAKLAND  
My Commission Expires: \_\_\_\_\_, 20\_\_\_\_

GRANTEE:

Haggerty 12 Mile, LLC,  
An Ohio Limited Liability Company

  
By: Andrew Janitzki  
Its: General Counsel

STATE OF Ohio  
COUNTY OF Franklin

Acknowledged before me by Andrew Janitzki, General Counsel of Haggerty 12 Mile, LLC,  
an Ohio Limited Liability Company this 30<sup>th</sup> of May, 2025.

Colleen Marchionda  
Notary Public Signature

Colleen Marchionda  
Notary name

Notary public, State of Ohio, COUNTY OF  
Franklin Acting in the County of \_\_\_\_\_  
My Commission Expires: 8/16, 2027



**COLLEEN MARCHIONDA**  
Notary Public, State of Ohio  
Commission #: 2022-RE-852769  
My Commission Expires 08-16-2027

Drafted By:  
Joseph M. Rogowski (P51316)  
Friedlaender Nykanen & Rogowski, PLC  
1700 W. Big Beaver Rd., Ste. 220  
Troy, MI 48306

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

# EXHIBIT A

## EXHIBIT A - GRANTOR PROPERTY

**PROPERTY DESCRIPTION PER SURVEY BY BOSS ENGINEERING, JOB NO. 2-98017, DATED 7-8-98, LAST REVISED 10-26-98:**

Part of the Northeast 1/4 of Section 13, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 13; thence along the East line of said Section 13 and the centerline of Haggerty Road (33 foot wide 1/2 Right of Way), Due South, 826.44 feet to the POINT OF BEGINNING of the Parcel to be described; thence continuing along the East line of said Section 13 and the centerline of Haggerty Road (33 foot wide 1/2 Right of Way), Due South, 300.30 feet (previously recorded as 301.18 feet); thence S 89°50'03" W (previously recorded as S 89°52'00" W), 1369.98 feet; thence N 00°02'10" W, 300.30 feet (previously recorded as 301.18 feet); thence N 89°50'03" E (previously recorded as N 89°52'00" E), 1370.17 feet, to the POINT OF BEGINNING, containing 9.47 acres, more or less, and subject to the rights of the public over the existing Haggerty Road. Also subject to any other easements or restrictions of record.

Bearings are based on Michigan State Plane Coordinate System, South Zone.

G:\22-455\SURVEY\DOCS\22-455-3C DESC -200-018.docx  
February 13, 2025

Job Number: 22-455-3C  
Sheet: 1 of 1

**BEBOSS**  
**Engineering**  
Engineers • Surveyors • Planners • Landscape Architects  
**3121 E. GRAND RIVER**  
**HOWELL, MICHIGAN**  
**517-348-4836**  
[www.bosseng.com](http://www.bosseng.com)



---

CHRISTOPHER S. FERGUS, P.S.

# EXHIBIT B

**EXHIBIT B -  
HAGGERTY 12  
GRANTEE PROPERTY**

**PROPERTY DESCRIPTION PER OAKLAND COUNTY TAX ROLL (#22-13-200-016):**

T1N, R8E, SEC 13 PART OF NE 1/4 BEG AT NE SEC COR, TH S 02-24-06 E 458.35 FT, TH S 86-56-35 W 379.12 FT, TH N 02-24-06 W 458.35 FT, TH N 86-56-35 E 379.12 FT TO BEG EXC THOSE PARTS TAKEN FOR RD DESC AS BEG AT NE SEC COR, TH S 02-24-06 E 458.35 FT, TH S 86-56-35 W 60 FT, TH N 02-24-06 W 243.87 FT, TH N 59-50-38 W 184.80 FT, TH S 86-05-17 W 163.40 FT, TH N 02-24-06 W 115.69 FT, TH N 86-56-35 E 379.12 FT TO BEG 2.34 A 12-16-91 CORR 6-17-93 CORR

G:\22-455\SURVEY\DOCS\22-455-3A DESC -200-016.docx  
February 13, 2025

Job Number: 22-455-3A  
Sheet: 1 of 1

**BEBOSS**  
*Engineering*  
Engineers • Surveyors • Planners • Landscape Architects  
3121 E. GRAND RIVER  
HOWELL, MICHIGAN  
517-546-4836  
[www.bosseng.com](http://www.bosseng.com)

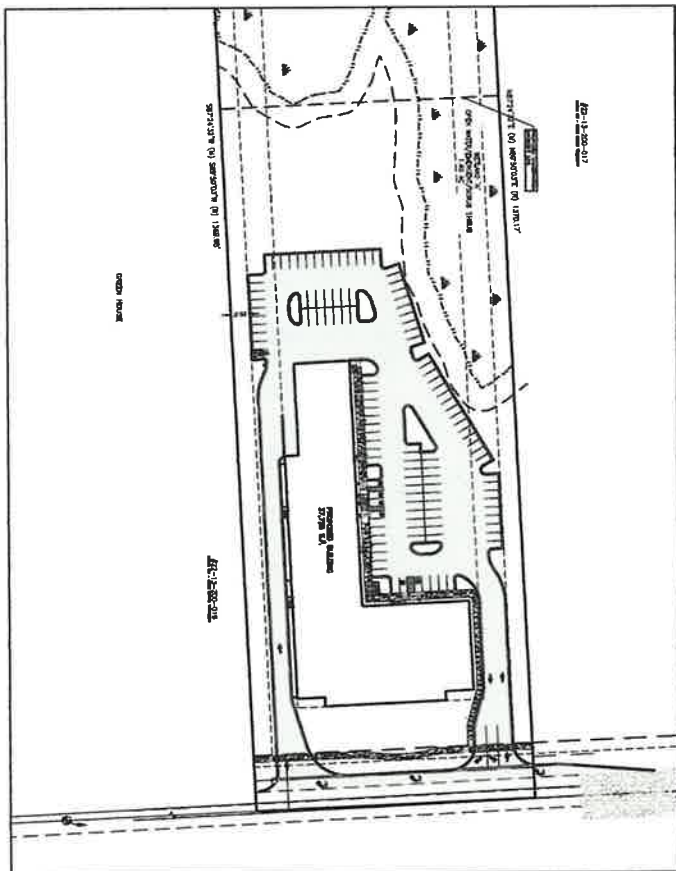


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CHRISTOPHER S. FERGUS, P.S.

# EXHIBIT C

PRELIMINARY SITE PLAN  
FOR  
**HEFCO HAGGERTY LLC**  
PART OF NE QUARTER, SECTION 13  
CITY OF NOVI, OAKLAND COUNTY, MI



## OVERALL SITE MAP

NO SCALE

| ESSAYS & APPROVALS       |                |               |
|--------------------------|----------------|---------------|
| ACTIVITY                 | DATE SUBMITTED | DATE APPROVED |
| CITY HISTORICAL APPROVAL |                |               |
| GRAPHIC                  | -              |               |
| REPORT                   | -              |               |
| VIDEO                    | -              |               |
| WRITES SIGN NOC          | -              |               |
| FILE - SIGN #1           | -              |               |
| FILE - SIGN #2           | -              |               |
| FILE - RETARD            | 5/30/2024      | 10/4/2024     |

**INDEMNIFICATION STATEMENT**

THE CONTRACTOR SHALL HOLD HARMLESS THE DESIGN PROFESSIONAL, MUNICIPALITY, COUNTY, STATE AND ALL OF ITS SUB CONSULTANTS, PUBLIC AND PRIVATE UTILITY COMPANIES, AND LANDOWNERS FOR DAMAGES TO PERSONALS AND PROPERTY, REAL OR OTHERWISE, DUE TO THE OPERATIONS OF THE CONTRACTOR AND/OR THEIR SUBCONTRACTORS.

## INDEMNIFICATION STATEMENT

THE CONTRACTOR SHALL HOLD HARMLESS THE DESIGN PROFESSIONAL, MUNICIPALITY, COUNTY, STATE AND ALL OF ITS SUB CONSULTANTS, PUBLIC AND PRIVATE UTILITY COMPANIES, AND LANDOWNERS FOR DAMAGES TO INDIVIDUALS AND PROPERTY, REAL OR OTHERWISE, DUE TO THE OPERATIONS OF THE CONTRACTOR AND/OR THEIR SUBCONTRACTORS.

# PRELIMINARY SITE PLAN FOR

**HEFCO HAGGERTY LLC**  
PART OF NE QUARTER, SECTION 13  
CITY OF NOVI, OAKLAND COUNTY, MI



### LOCATION MAP

NO SCALE

| SHEET NO.                                   |                                        | DESCRIPTION |
|---------------------------------------------|----------------------------------------|-------------|
| 1                                           | COVER SHEET                            |             |
| 2                                           | GENERAL NOTES & LEGEND                 |             |
| 3                                           | EXISTING CONDITIONS                    |             |
| 4                                           | DEMOLITION PLAN                        |             |
| 5                                           | SITE PLAN                              |             |
| 6                                           | DRAW APPROACH SIGHT DISTANCE PLAN      |             |
| 7                                           | PAVING PLAN                            |             |
| 8                                           | SOIL EROSION & SEDIMENTATION PLAN      |             |
| 9                                           | UTILITY PLAN                           |             |
| 10                                          | CIRCULATION PLAN                       |             |
| 11                                          | LANDSCAPE PLAN                         |             |
| 11A                                         | SCOPED LANDSCAPE PLAN DETAILS          |             |
| 12                                          | STORM WATER MANAGEMENT PLAN            |             |
| 13                                          | SOIL TREATMENT STRUCTURE DETAILS       |             |
| 14                                          | STORM WATER COLLECTION PLAN & PROFILE  |             |
| 15                                          | CONCRETE DETAIL                        |             |
| 16                                          | MOIST SENSITIVE DETAILS                |             |
| 17                                          | STORM SEWER & PAVING DETAILS           |             |
| 18                                          | WATERWAY DETAILS                       |             |
| 19                                          | WATERWAY SEWER & WATERWAY DETAILS      |             |
| 20                                          | SEWER DETAILS                          |             |
| LIGHTING PLANS - BY OTHERS (GASSER BUSH)    |                                        |             |
| 1                                           | PHOTOMETRIC PLAN                       |             |
| 2                                           | PHOTOMETRIC PLAN DETAILS               |             |
| 3                                           |                                        |             |
| ARCHITECTURAL PLANS - BY OTHERS (OX STUDIO) |                                        |             |
| SR-01                                       | COVER SHEET                            |             |
| SR-02                                       | FRONT FACADE FROM NORTH (RENDERING)    |             |
| SR-03                                       | FRONT FACADE FROM SOUTH (RENDERING)    |             |
| SR-04                                       | REAR FACADE (RENDERING)                |             |
| SR-05                                       | GROUND FLOOR PLAN                      |             |
| SR-06                                       | OVERALL ELEVATIONS                     |             |
| SR-07                                       | SECTION                                |             |
| SR-08                                       | OVERALL ELEVATIONS - BACK CALCULATIONS |             |
| SR-09                                       | OVERALL ELEVATIONS - BACK CALCULATIONS |             |
| SR-10                                       | MATERIAL SELECTIONS                    |             |

**PREPARED FOR:**

HEFCO HAGGERTY LLC  
1564 HENRIETTA  
BIRMINGHAM, MI 48009  
CONTACT: HOWARD FRIEDLAENDER  
PHONE: 248.977.7212  
EMAIL: HOWARD@HEFCOPROPERTIES.COM

**PREPARED BY:**

CITY OF NOVI PROJECT # JSP24-0022

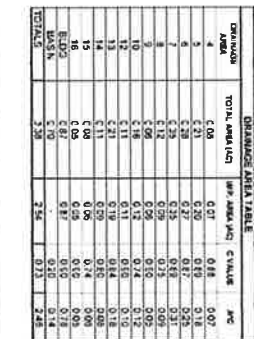
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NOT FOR CONSTRUCTION

|        |    |    |                  |          |
|--------|----|----|------------------|----------|
| 3      | 11 | 17 | LTW RIVER CANNON | 1/11/73  |
| 2      | 10 | 17 | LTW RIVER CANNON | 11/27/72 |
| 1      | 11 | 17 | LTW RIVER CANNON | 12/7/74  |
| NO. 17 | 17 | 17 | LTW RIVER        | DATE     |

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**EXHIBIT C - GRANTOR  
PRELIMINARY SITE  
PLAN**

[illegible]

**HEFCO HAGGERTY LLC**  
HEFCO HAGGERTY LLC  
1564 NEWBETTA  
BETHESDA, MD 20816  
202-497-1723

**GRADING & DRAINAGE PLAN**

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Engineers Surveyors Planners Landscape Architects  
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HOWELL, MI 48843  
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For the purposes of this discussion, I am ignoring the fact that many of the other people involved in the scandal are not

[illegible]

**HEFCO HAGGERTY**  
HEFCO HAGGERTY LLC

3121 S GRAND RIVER AVE  
HOWELL, MI 48843  
CONTACT: PATRICK CLEARY, PLA  
PHONE: 517-546-4836  
EMAIL: PATRICKC@BOSSING.COM

LANDSCAPE PLAN

**BEBOS**  
Engineering  
Engineers Surveyors Planners Landscape Architects  
3121 E. GRAND RIVER AVE.  
HOWELL, MI 48843  
517.546.4836 FAX 517.548.1670



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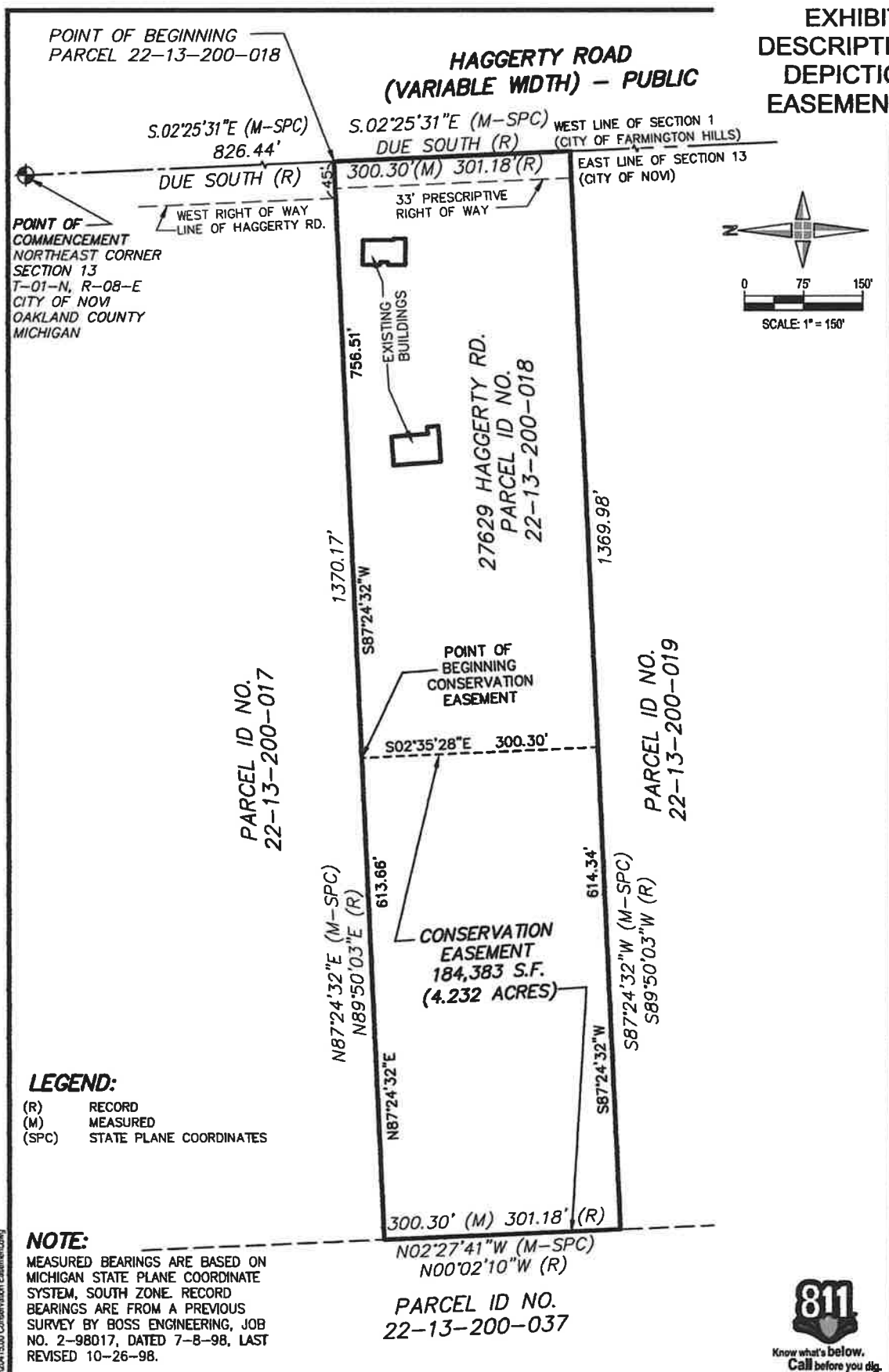
1 NUMBER 1  
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# **EXHIBIT D**



# **EXHIBIT E**

# EXHIBIT E - DESCRIPTION AND DEPICTION OF EASEMENT AREA



PARCEL ID NO. 22-13-200-018

City of Novi, Oakland County, Michigan

Conservation Easement

**giffels  
webster**  
Engineers Surveyors Planners  
Landscape Architects

28 West Adams Road  
Suite 1200  
Detroit, MI 48226  
p (313) 962-4442  
f (313) 962-6068  
www.giffelswebster.com

Enveloper: CAA  
Manager: A.L.G.  
Designer: L.D.A.  
Quality Control: A.L.G.  
Section: 13  
T-01-N R-08-E

| DATE       | ISSUE       |
|------------|-------------|
| 04.07.2025 | REVISE NOTE |
|            |             |
|            |             |
|            |             |

Date: 03.12.2025  
Scale: 1" = 150'  
Sheet: 1 of 2  
Project: 20415.00

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N:\2020\20415.00 - Novi Street Easements\20415.00 Conservation Easement.dwg

## PROPERTY DESCRIPTION

## EXHIBIT E - DESCRIPTION AND DEPICTION OF EASEMENT AREA

(PER SURVEY BY BOSS ENGINEERING, JOB NO. 2-98017, DATED 7-8-98, LAST REVISED 10-26-98)

PART OF THE NORTHEAST 1/4 OF SECTION 13, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE ALONG THE EAST LINE OF SAID SECTION 13 AND THE CENTERLINE OF HAGGERTY ROAD (33 FOOT WIDE 1/2 RIGHT OF WAY), DUE SOUTH, 826.44 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG THE EAST LINE OF SAID SECTION 13 AND THE CENTERLINE OF HAGGERTY ROAD (33 FOOT WIDE 1/2 RIGHT OF WAY), DUE SOUTH, 300.30 FEET (PREVIOUSLY RECORDED AS 301.18 FEET); THENCE S 89°50'03" W (PREVIOUSLY RECORDED AS S 89°52'00" W), 1369.98 FEET; THENCE N 00°02'10" W, 300.30 FEET (PREVIOUSLY RECORDED AS 301.18 FEET); THENCE N 89°50'03" E (PREVIOUSLY RECORDED AS N 89°52'00" E), 1370.17 FEET, TO THE POINT OF BEGINNING, CONTAINING 9.47 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING HAGGERTY ROAD. ALSO SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD.

TAX PARCEL ID NO. 22-13-200-018

## CONSERVATION EASEMENT DESCRIPTION

PART OF THE NORTHEAST 1/4 OF SECTION 13, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE ALONG THE EAST LINE OF SAID SECTION 13 AND THE CENTERLINE OF HAGGERTY ROAD (VARIABLE WIDTH), SOUTH 02 DEGREES 25 MINUTES 31 SECONDS EAST, 826.44 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 32 SECONDS WEST, 756.51 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 35 MINUTES 28 SECONDS EAST, 300.30 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 32 SECOND WEST, 614.34 FEET; THENCE NORTH 02 DEGREES 27 MINUTES 41 SECONDS WEST, 300.30 FEET; THENCE NORTH 87 DEGREES 24 MINUTES 32 SECOND EAST, 613.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.232 ACRES.

PART OF PARCEL TAX ID NO. 22-13-200-018



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PARCEL ID NO. 22-13-200-018

City of Novi, Oakland County, Michigan

Conservation Easement

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f (313) 962-6068  
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|------------------|---------------|
| Executive:       | C.A.A.        |
| Manager:         | A.L.G.        |
| Designer:        | L.D.A.        |
| Quality Control: | A.L.G.        |
| Section:         | 13            |
|                  | T-01-N R-08-E |

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# EXHIBIT F

## ARE



Number of Trees in Mitigation Area Woodlands:  
MITIGATION SITE TREE REMOVAL COUNT  
DEVELOPMENT SITE TREE REMOVAL COUNT  
TOTAL REQUIRED? CULPERS REPLACEMENT TREES \*  
TOTAL NOT PLANTED REQUIRED REPLACEMENTS:  
77 REQUIRED REPLACEMENT TREES  
82 ACQUIRED REPLACEMENT TREES  
159 TOTAL REPLACEMENT TREES  
159 TREES PAID INTO THE TREE FUND

**Grand Total = 78**

10

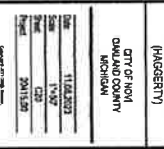
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| DATE       | NAME                  | PHONE        |
|------------|-----------------------|--------------|
| 01/04/2004 | STANLEY PHILLIPS JR   | 978 244-1141 |
| 08/07/2004 | RENEE ANN PHILLIPS JR | 978 244-1141 |
| 07/12/2004 | RENEE ANN PHILLIPS JR | 978 244-1141 |
| 07/12/2004 | RENEE ANN PHILLIPS JR | 978 244-1141 |
| 06/24/2004 | RENEE ANN PHILLIPS JR | 978 244-1141 |

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PR CONTOUR MINOR (1)  
PR CONTOUR MAJOR (5)



**Conservation easement sign**  
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Landscape Architects

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PROPERTY  
GRADING PLAN  
SHEETZ NOV. 11  
(HAGGERTY)  
CITY OF NOVI  
OAKLAND COUNTY  
MICHIGAN

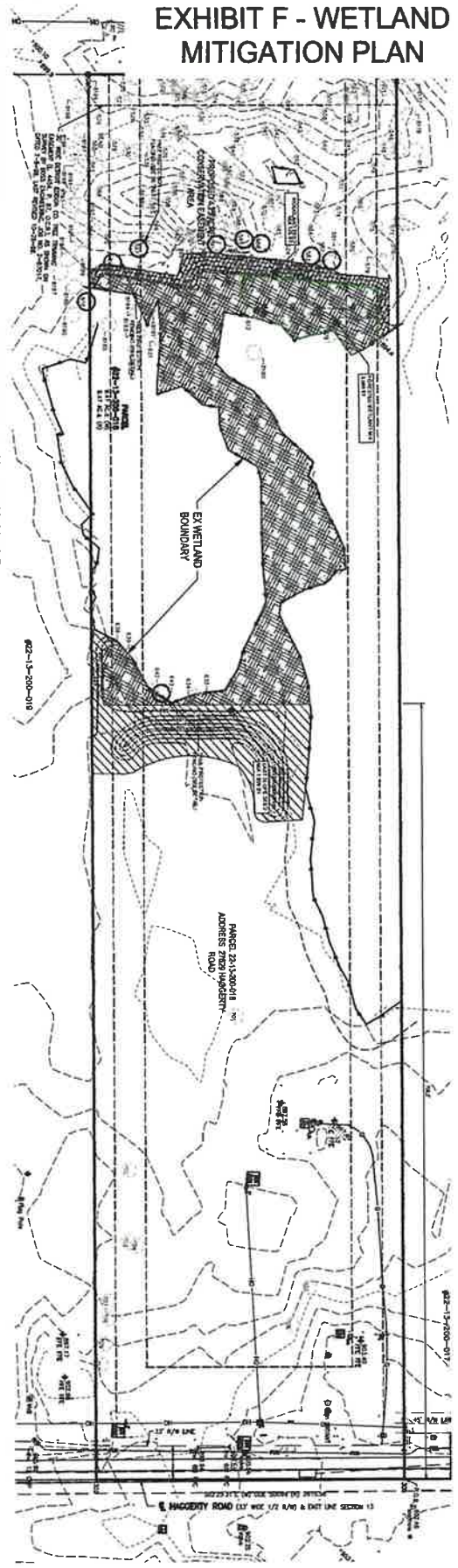
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# EXHIBIT F - WETLAND MITIGATION PLAN



## SCRUB-SHRUB PLANTINGS

THE PLANTINGS WITHIN THE SCRUB-SHRUB PLANTING AREA SHALL INCLUDE THE FOLLOWING SPECIES:

| PLANT NAME     | PLANT TYPE | PLANT SIZE | PLANT QUANTITY |
|----------------|------------|------------|----------------|
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |

## FORESTED WETLAND PLANTINGS

THE PLANTINGS WITHIN THE FORESTED WETLAND PLANTING AREA SHALL INCLUDE THE FOLLOWING SPECIES:

| PLANT NAME     | PLANT TYPE | PLANT SIZE | PLANT QUANTITY |
|----------------|------------|------------|----------------|
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |

## PLANTING AND SEEDING SPECIFICATIONS

1. PLANTING SHALL BE DONE BY A QUALIFIED CONTRACTOR...

2. PLANTING SHALL BE DONE BY A QUALIFIED CONTRACTOR...

3. PLANTING SHALL BE DONE BY A QUALIFIED CONTRACTOR...

4. PLANTING SHALL BE DONE BY A QUALIFIED CONTRACTOR...

5. PLANTING SHALL BE DONE BY A QUALIFIED CONTRACTOR...

6. PLANTING SHALL BE DONE BY A QUALIFIED CONTRACTOR...

7. PLANTING SHALL BE DONE BY A QUALIFIED CONTRACTOR...

8. PLANTING SHALL BE DONE BY A QUALIFIED CONTRACTOR...

9. PLANTING SHALL BE DONE BY A QUALIFIED CONTRACTOR...

10. PLANTING SHALL BE DONE BY A QUALIFIED CONTRACTOR...

11. PLANTING SHALL BE DONE BY A QUALIFIED CONTRACTOR...

12. PLANTING SHALL BE DONE BY A QUALIFIED CONTRACTOR...

## FORESTED WETLAND ESTABLISHMENT MIX

| PLANT NAME     | PLANT TYPE | PLANT SIZE | PLANT QUANTITY |
|----------------|------------|------------|----------------|
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |

## WOODLAND MIX

| PLANT NAME     | PLANT TYPE | PLANT SIZE | PLANT QUANTITY |
|----------------|------------|------------|----------------|
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |

## EAST SLOPE SEED MIX

| PLANT NAME     | PLANT TYPE | PLANT SIZE | PLANT QUANTITY |
|----------------|------------|------------|----------------|
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |

| PLANT NAME     | PLANT TYPE | PLANT SIZE | PLANT QUANTITY |
|----------------|------------|------------|----------------|
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |

| PLANT NAME     | PLANT TYPE | PLANT SIZE | PLANT QUANTITY |
|----------------|------------|------------|----------------|
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |

| PLANT NAME     | PLANT TYPE | PLANT SIZE | PLANT QUANTITY |
|----------------|------------|------------|----------------|
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |
| FLORIDA YACHTS | SHRUB      | 10-12 IN   | 10             |

