



## CITY of NOVI CITY COUNCIL

**Agenda Item L**  
**March 18, 2019**

**SUBJECT:** Formal acceptance of land for the purpose of expanding City parkland in the area I described in the attached Warranty Deeds for three parcels adjacent to Terra (formerly known as Villa D'Este), a single family development proposed near the intersection of Nine Mile Road and Garfield Road. The dedication of land meets the provisions of the Planned Rezoning Overlay (PRO) Agreement associated with the Terra development. The dedication consists of three parcels totaling 20.396 acres: 50-22-30-401-025 (12.18 acres), 50-22-29-326-039 (8.03 acres), and 50-22-29-326-041 (0.186 acres).

**SUBMITTING DEPARTMENT:** Department of Community Development, Plan Review Center <sup>Buick</sup>

**CITY MANAGER APPROVAL:** 

### **BACKGROUND INFORMATION:**

The subject property is 50.60 acre property near the intersection of Garfield Road and Nine Mile Road (Section 29, 30). The applicant has agreed to donate 20.27 acres to the City for the purpose of expanding City parkland in the area of the Development. The Park Land will connect two additional parcels of City parkland and will remain as open space. The City shall be permitted to make minor improvements in the area to propose a trail or accessory uses for a trail, and shall be permitted to combine the Park Land with adjacent City park land into a single unified parcel. The donation also includes 0.19 acres for construction of ITC Trail comfort station, subject to the conditions of the PRO agreement. The applicant is proposing a 41-unit single-family housing development (for sale). It is proposed to be a gated community for active adults. The project is now being referred to as Terra. It was previously known as Villa D'Este.

This development was approved using the City's Planned Rezoning Overlay (PRO) option. On September 24, 2018, the City Council approved the PRO Concept Plan and the PRO Agreement. As per the conditions listed in the approved PRO agreement as noted below in *italics*, the developer agreed to dedicate a total of approximately:

- 20.22 acres in the northern part of the subject property for use with Novi's adjacent park system, and
- 0.18 acres in the southeastern portion of the subject property for the proposed ITC Trail comfort station.
- 1.16 acres for Right-of-way along Nine Mile Road

Staff's comments are in **bold**. The approved draft PRO Agreement required these dedications be completed prior to January 15, 2019. However, the applicant has been working with staff in providing the required legal documents. A revised date of March 20, 2019 for acceptance of the property is provided in the executed PRO agreement.

- a. *Developer shall donate fee title, in the form of a Warranty Deed, to approximately 20.22 acres of land, as shown in the Concept Plan (the "Park Land"), to Novi for existing park system on or before March 20, 2019. **As noted in the review letter from the City attorney's office, the applicant has recorded the warranty deed for land donation prior to acceptance by the City Council, so the title is already shown as being vested in the City even though formal acceptance has not yet occurred. The land to be donated is comprised of two parcels. The two parcels are identified as 50-22-30-401-025 and 50-22-29-326-039 and measure 12.18 acres and 8.03 acres respectively.***
- b. *Developer shall construct an approximate .18 acre comfort station area for the ITC Trailhead in accordance with the drawings, attached and incorporated as Exhibit D (the "Comfort Station Improvements"). The Comfort Station shall include, but shall not be limited to parking spaces, a bike repair station and a picnic shelter, as set forth in Exhibit D. The Comfort Station will be constructed with Phase 1 of the Development, and shall be conveyed to the City for public ownership, operation, use and maintenance upon completion of the Comfort Station Improvements within 60 days of the completion and inspection of the improvements for consistency with the approved site plan. **As noted in the review letter from City's attorney, the applicant has recorded the warranty deed for land donation prior to City Council acceptance. The applicant has agreed to complete the comfort station improvements no later than six months from the substantial completion of the ITC Trail adjacent to the subject property. This change to the schedule is reflected in the executed PRO agreement. This parcel is identified as 50-22-29-326-041 and measures approximately 0.186 Acres.***
- c. *Dedication of the Right of Way shall be completed on or before March 20, 2019. **The City's Engineering staff have addressed this matter in a separate packet.***

#### **Woodland Replacements on the Dedicated Open Space**

On December 12, 2018, the Planning Commission approved the Preliminary Site Plan, Phasing Plan, Wetlands Permit, Woodlands Permit, and Storm Water Management Plan. The site plan proposes to install 42 woodland replacements on the property that is being dedicated to the City. Please refer to the exhibit 'Tree Preservation Easement Plan' dated February 27, 2019. The area to the west may be subject to MDEQ approval due to potential conflicts with the wetland areas. The applicant is working with staff to finalize the location of these replacement trees. As indicated in the woodland permit, the applicant will be responsible for installation of these trees and through the end of the 2-year maintenance period until the final inspection is approved. The City will maintain the trees after the final 2-year maintenance inspection/approval.

The enclosed letter from the City Attorney's Office (Beth Saarela, March 1, 2019) provides the Warranty Deeds that were prepared for this dedication. These documents and exhibits have been reviewed and approved by the City Attorney and City's Engineering Consultant, Spalding DeDecker (attached review letter dated February 22, 2019) and are recommended for acceptance. Also attached is a copy of the executed PRO agreement for reference.

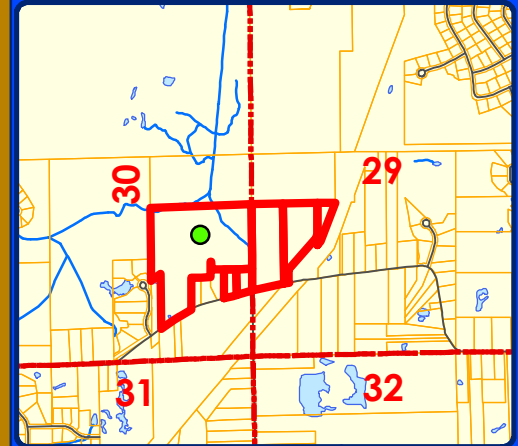
**RECOMMENDED ACTION: SUBJECT:** Formal acceptance of land by the City described in the attached Warranty Deeds for public parkland purposes for three parcels adjacent to Terra (formerly known as Villa D'Este), a single family development proposed near the intersection of Nine Mile Road and Garfield Road. The dedication of land meets the provisions of the Planned Rezoning Overlay (PRO) Agreement associated with the Terra development. The dedication consists of three parcels totaling 20.396 acres: 50-22-30-401-025 (12.18 acres), 50-22-29-326-039 (8.03 acres), and 50-22-29-326-041 (0.186 acres).

MAPS  
Location  
Zoning  
Future Land Use  
Natural Features



# TERRA JSP 17-52

Location



### LEGEND

 Sections



## City of Novi

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

Map Author: Sri Komaragiri  
Date: 10/30/17  
Project: VILLA D'ESTE JSP17-52 WITH REZONING 18.718  
Version #: 1



1 inch = 378 feet



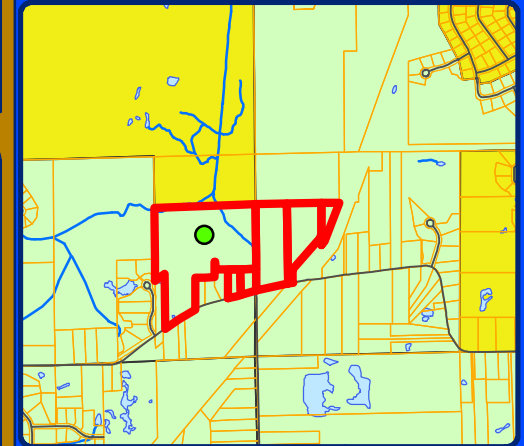
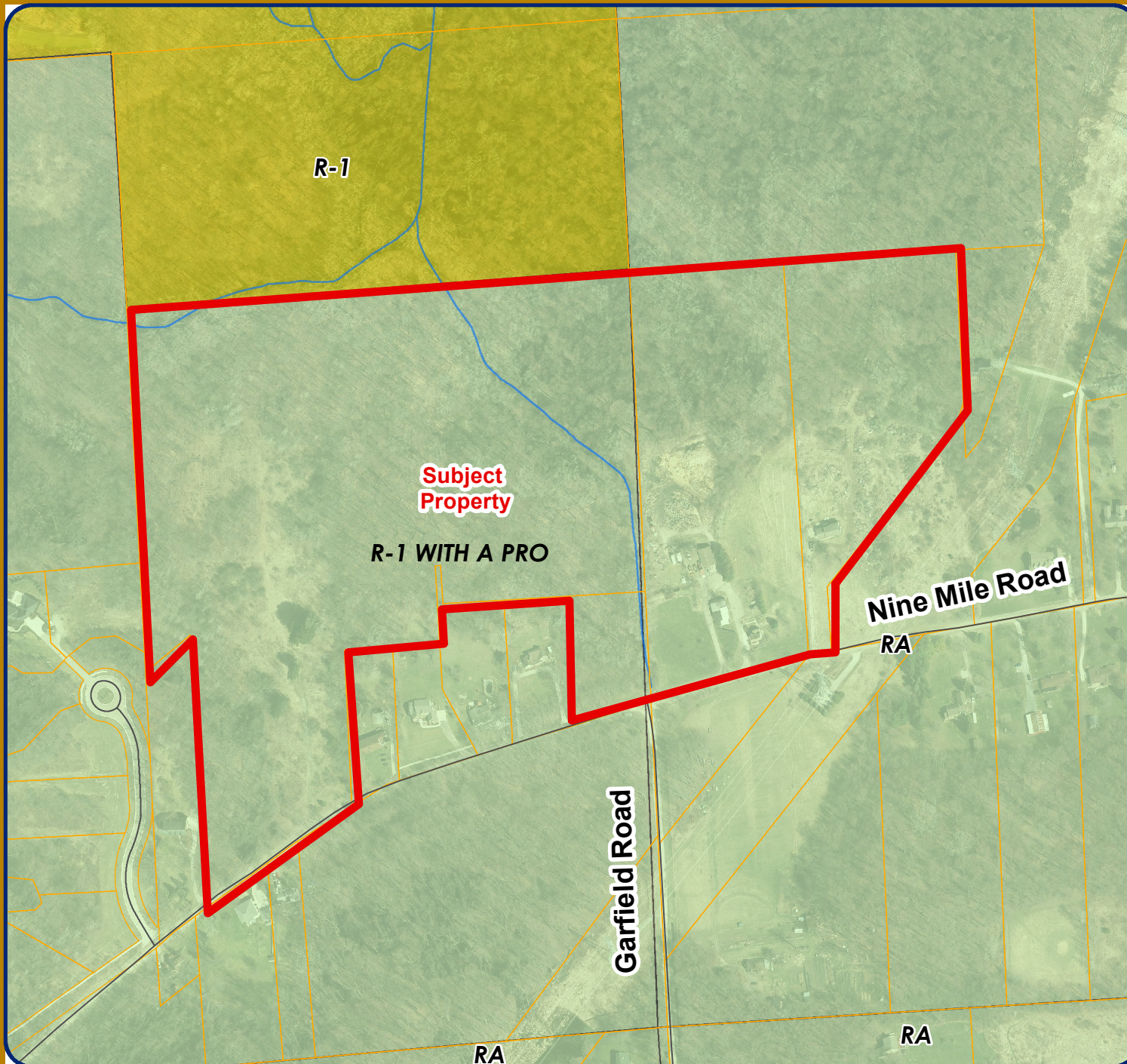
### MAP INTERPRETATION NOTICE

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.





# TERRA JSP 17-52

Zoning



## LEGEND

-  R-A: Residential Acreage
-  R-1: One-Family Residential District



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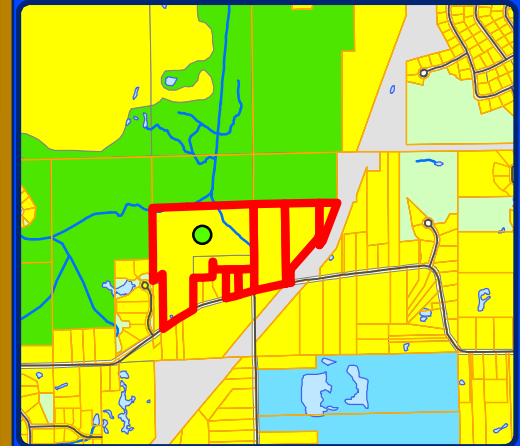
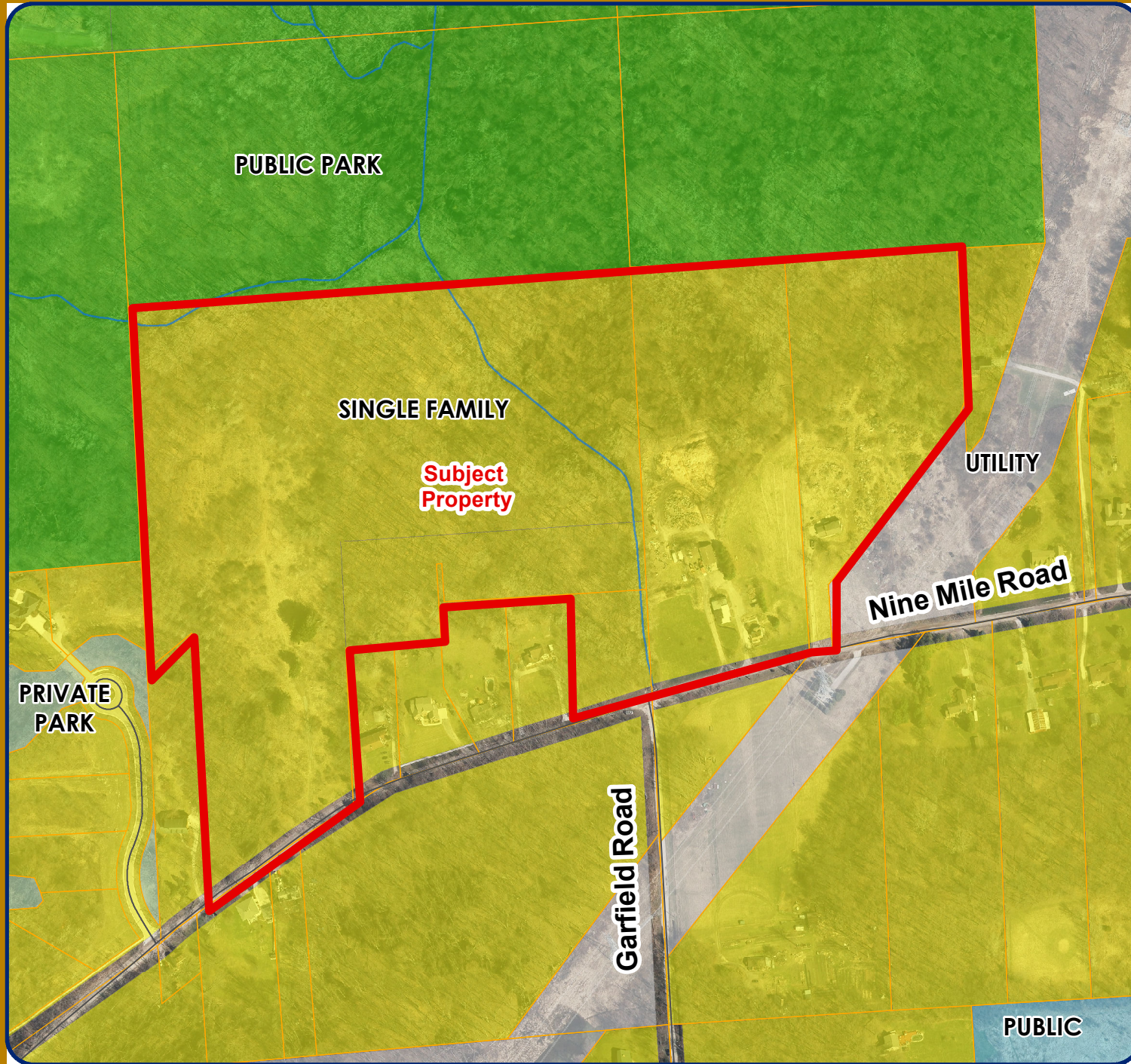
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# TERRA JSP 17-52

Future Land Use



## LEGEND

FUTURE LAND USE

- Single Family
- Public
- Public Park
- Private Park
- Utility



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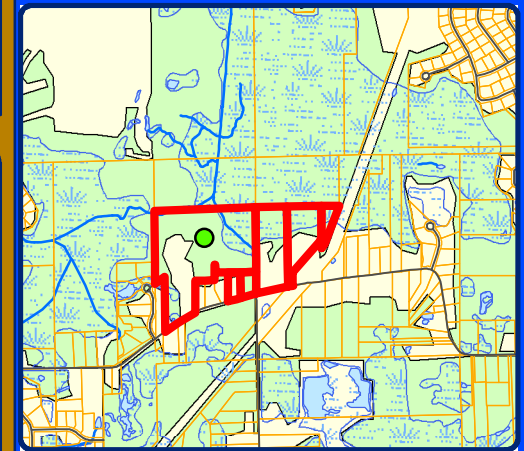
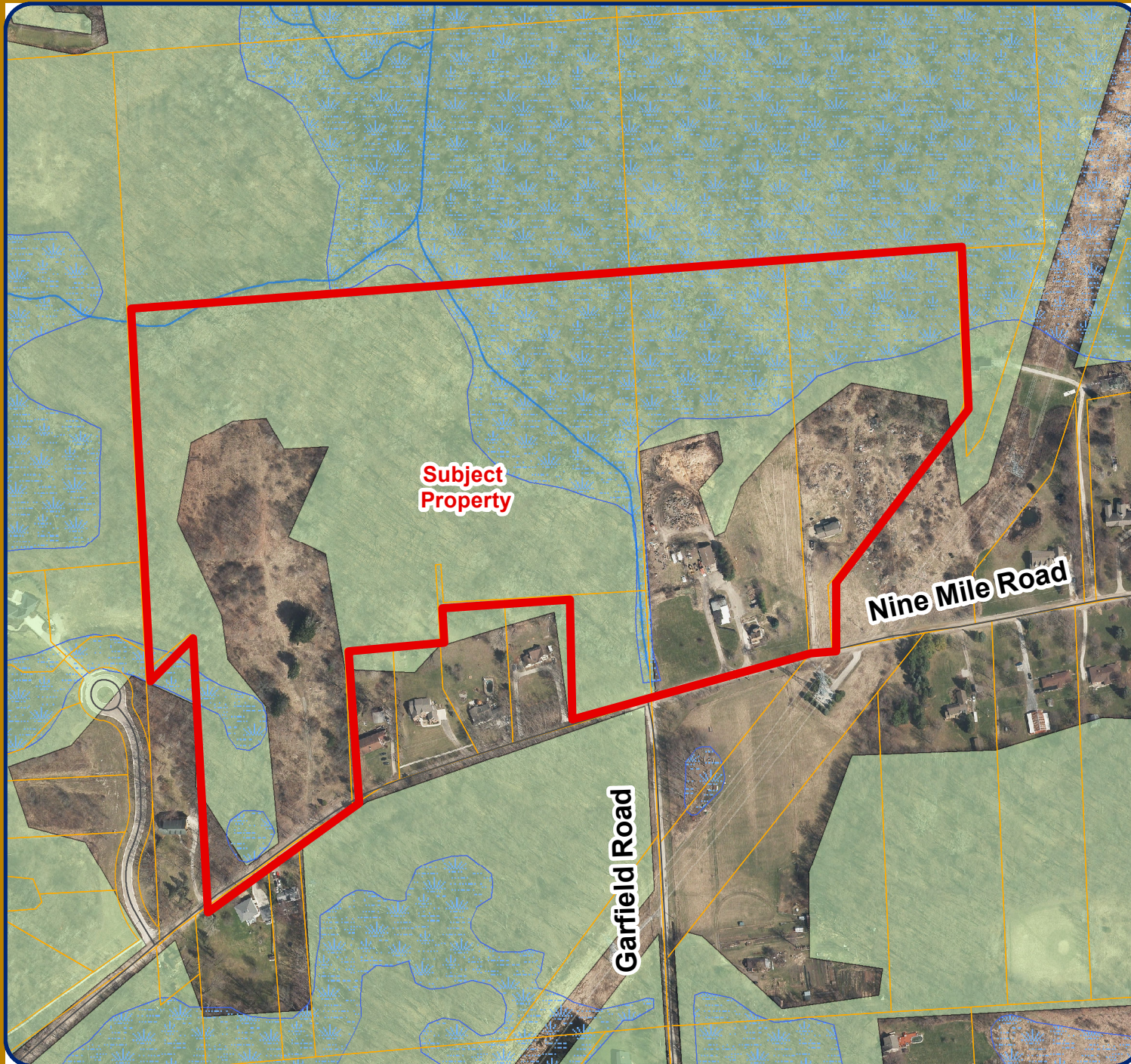
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# TERRA JSP 17-52

## Natural Features



### LEGEND

-  WETLANDS
-  WOODLANDS



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SITE PLAN



WETLAND IMPACT		25' WETLAND BUFFER DISTURBANCE	
REGULATED WETLAND	AREA (AC)	IMPACT AREA (AC)	DISTURBANCE (AC)
A	0.115	0	0
B	1.394	0.05	0.19
C	4.804	0.03	0.10
D	2.916	0	0
E	0.473	0	0
F	1.057	0	0
G	0.349	0	0
H	0.023	0	0
J	0.027	0	0
K	0.156	0	0
L	0.077	0	0
M	0.108	0.01	0.13
<b>TOTAL:</b>	<b>12.011</b>	<b>0.09</b>	<b>0.42</b>

SIGN LEGEND		QUANTITY	
SYMBOL	DESCRIPTION	PANEL	POST
YIELD SIGN (R1-2)	"YIELD" SIGN (R1-2)	1	1
KEEP RIGHT SIGN (R4-7A)	"KEEP RIGHT" SIGN (R4-7A)	4	4
NO PARKING ANY TIME SIGN (R7-1)	"NO PARKING ANY TIME" SIGN (R7-1)	12	8
75 MPH SPEED LIMIT SIGN (R2-1) (2S)	"75 MPH SPEED LIMIT" SIGN (R2-1) (2S)	1	1
STREET NAME SIGN (R1-1) (30")	"STREET" SIGN (R1-1) (30")	1	1
STREET NAME SIGN (D3-1)	"STREET NAME" SIGN (D3-1)	3	0
NO OUTLET SIGN (D3-1)	"NO OUTLET" SIGN (D3-1)	1	0

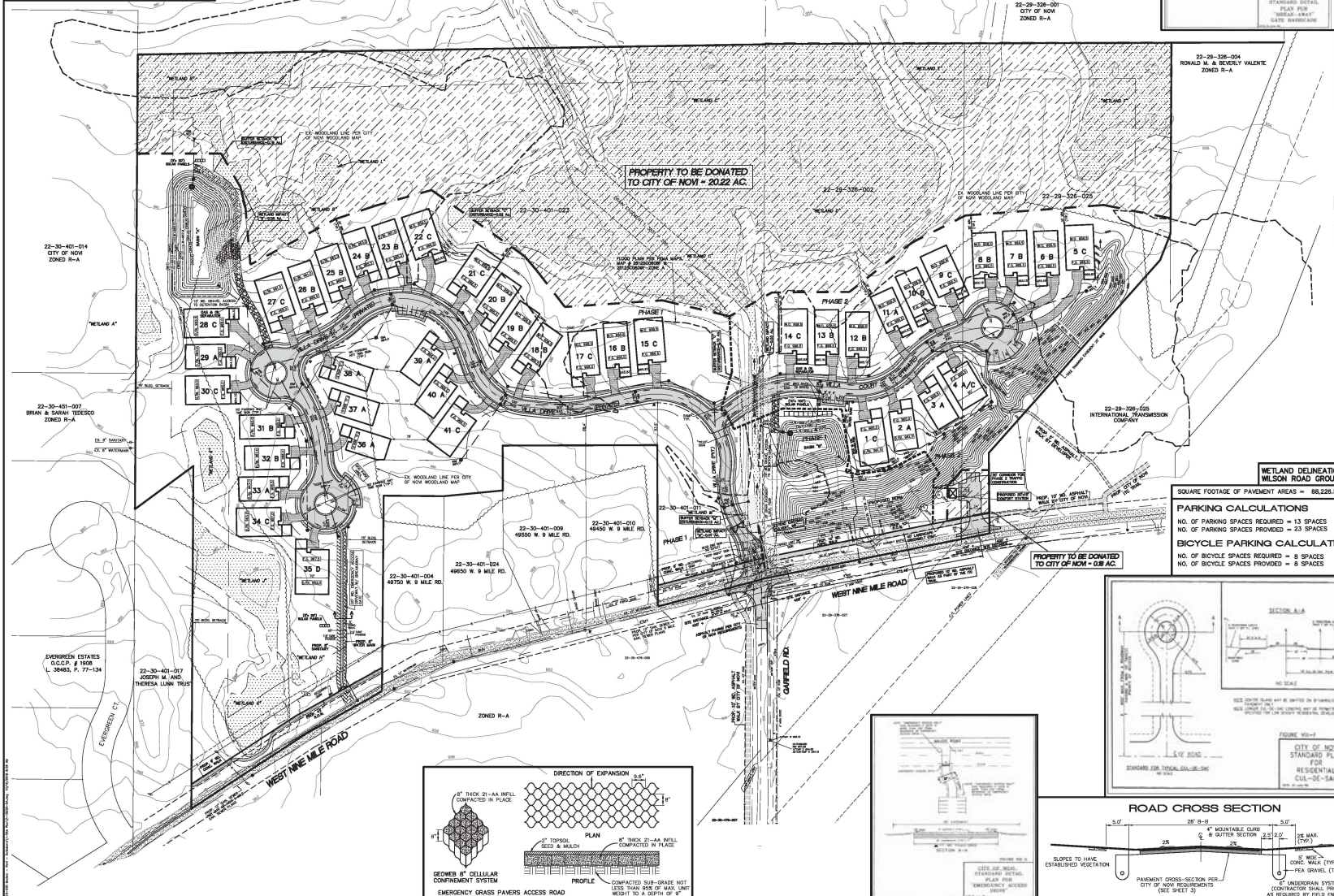
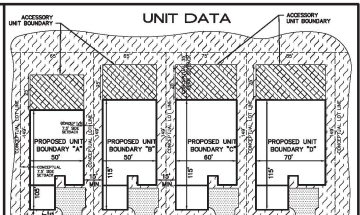
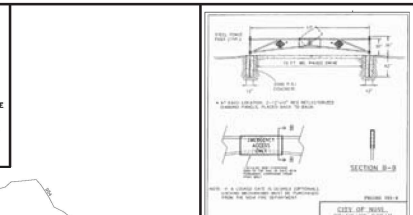
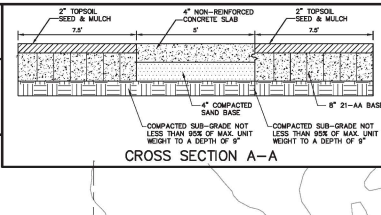
**SIGNAGE NOTES**

- STREET NAME SIGNS SHOULD BE PLACED ATOP THE INTERIOR YIELD SIGNS AND THE EXISTING STOP SIGNS.
- ALL STREET-NAME SIGNS SHALL COMPLY WITH THE CITY OF NOVI DESIGN STANDARDS.

**SCALE**

( IN FEET )

Scale: 1 inch = 100 ft.



**ALLOWED USES WITH ACCESSORY UNIT BOUNDARY COULD INCLUDE:** FIRE PITS, FIREPLACES, HOT TUBS, POOLS, PATIOS, SIDEWALKS, DECKS, GARDENS AND RELATED APPURTENANCES. SETBACKS TO THESE ITEMS TO COMPLY WITH R-1 ZONING SETBACKS AND DIMENSIONAL RESTRICTIONS DEPICTED ABOVE.

**SITE DATA**

**PROPOSED PLANNED REZONING OVERLAY (PRO)**

**CURRENT ZONING: "R-A"**

ALLOWABLE DENSITY (GROSS) = 0.8 UNITS/ACRE

AREA GROSS = 50.61 ACRES

PROPOSED NO. OF UNITS = 41

PROPOSED DENSITY = 41/50.61 = 0.81 UNITS/ACRE

**PROPOSED ZONING: "R-1"**

ALLOWABLE DENSITY (GROSS) = 1.65 UNITS/ACRE

**PROPOSED DENSITY EXCLUDING WETLANDS AND R.O.W.**

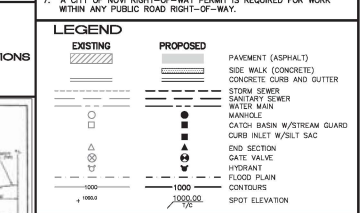
ON-SITE WETLAND AREA = 12.01 AC

STATUTORY 9 MILE R.O.W. AREA = 0.96 AC

AREA NET = 37.64 AC

NET DENSITY (EXCLUDING WETLANDS) = 41/37.64 = 1.08 UNITS/ACRE

- PROPOSED IMPROVEMENTS**
- WOODLANDS PLAN, TREE INVENTORY REMOVAL & REPLACEMENT PLAN ARE PROVIDED WITH THIS SITE PLAN SET.
  - MUNICIPAL SEWER TO BE PROVIDED BY CONNECTING TO A PROPOSED SANITARY SEWER (BY OTHERS) TO BE LOCATED ALONG THE SOUTH SIDE OF 9 MILE ROAD.
  - MUNICIPAL WATER TO BE PROVIDED BY CONNECTING TO AN EXIST. WATER MAIN LOCATED ALONG THE NORTH SIDE OF 9 MILE ROAD WITH TWO CONNECTIONS COMPLETING A LOOPED SYSTEM. ALL INTERNAL WATER MAINS TO BE 8" DIA.
  - STORM WATER DETENTION SHALL BE PROVIDED ON SITE.
  - 5' WIDE CONCRETE SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF INTERIOR ROADWAYS AS SHOWN. ALSO A 10' WIDE ASPHALT WALK SHALL BE CONSTRUCTED ALONG 9 MILE ROAD, EAST OF CAMPFIELD RD. ALL SIDEWALK STAIRS SHALL BE PROVIDED WITH RAMPS & DETECTABLE WARNING SURFACES.
  - ALL ROADWAYS TO BE PRIVATE. CITY OF NOVI HAS NO RESPONSIBILITY TO IMPROVE OR MAINTAIN THE PRIVATE STREETS CONTAINED WITHIN, OR PRIVATE STREETS PROVIDING ACCESS TO THE PROPERTY DESCRIBED IN THIS PLAN.
  - A CITY OF NOVI RIGHT-OF-WAY PERMIT IS REQUIRED FOR WORK WITHIN ANY PUBLIC ROAD RIGHT-OF-WAY.



**VILLA D'ESTE**

**SECTION 28/30, TOWN 1 NORTH, RANGE 8 EAST**

**CITY OF NOVI, OAKLAND COUNTY, MICHIGAN**

DATE: 08-2-17 DESIGNED BY: A.J. JOB NUMBER: 18-030

CHECKED BY: P.J. DRAWING FILE: 18-030-04

**REVISIONS**

NO.	ITEM	DATE
1	SUBMIT TO CITY	8-2-17
2	SUBMIT TO CITY	8-9-17
3	SUBMIT TO CITY	10-9-17
4	SUBMIT TO CITY	1-28-18
5	SUBMIT TO CITY	4-10-18
6	SUBMIT TO CITY	8-7-18
7	SUBMIT TO CITY	10-9-18

**OVERALL PLAN**

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

CONSULTING ENGINEERS

100 MANICURETTE SUITE 10 • NORTHBVILLE, MI • 48167

PHONE: 248-308-3333 EMAIL: info@seiberkeast.com

WARRANTY DEED AND EXHIBITS



**Title Solutions Agency, LLC**  
41486 Wilcox Rd. Suite 2  
Plymouth, MI 48170  
Phone: (734) 259-7130 / Fax: (734) 259-7131

**RECORD TITLE SEARCH**

**REFERENCE NO: City of Novi**

THIS SEARCH IS NOT AN ABSTRACT OF TITLE OR OPINION OF TITLE, NOR DOES IT PROVIDE ANY TITLE INSURANCE COVERAGE. THE SEARCH IS FURNISHED TO THE APPLICANT FOR REFERENCE PURPOSES FOR THE APPLICANT'S USE ONLY. IT MAY NOT BE RELIED UPON AS EVIDENCE OF TITLE OR USED FOR DUE DILIGENCE INQUIRY UNDER ANY FEDERAL OR STATE ENVIRONMENTAL LEGISLATION. IF TITLE INSURANCE COVERAGE IS DESIRED, THE APPLICANT SHOULD REQUEST A COMMITMENT FOR A POLICY OF TITLE INSURANCE; IF INFORMATION IS NEEDED FOR DUE DILIGENCE INQUIRY, THE APPLICANT SHOULD REQUEST A RECORDED DOCUMENT GUARANTEE. BY REQUESTING AND ACCEPTING THIS SEARCH, WHICH IS FURNISHED AT A REDUCED RATE, THE APPLICANT AGREES THAT THE LIABILITY OF THE COMPANY FOR ERRORS AND/OR OMISSIONS HEREIN SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SEARCH.

APPLICANT / Title Held in: FEE SIMPLE: **City of Novi**

Subject to the limitations stated herein, this search consists only of entries recorded in the real estate records in the Office of the Register of Deeds for Oakland County, State of Michigan, affecting land situated in the City of Novi, described as follows:

**Part of the SE ¼ of Section 30, T.1N, R.8E, City of Novi, Oakland County, Michigan described as follows: Beginning at a point located N 84 Degrees 59 minutes 12 seconds East 768.86 feet along the Centerline of Nine Mile Road and North 54 degrees 40 minutes 45 seconds East 637.01 feet along said centerline and North 48 degrees 01 minutes 41 seconds East 66 feet along said Center line and North 53 degrees 30 minutes 11 seconds East 95.52 feet along said centerline and North 02 degrees 57 minutes 55 seconds West 718.50 feet and South 50 degrees 15 minutes 11 seconds West 152.36 feet and North 02 degrees 57 minutes 42 seconds West 745.60 feet to the point of beginning; thence North 86 degrees 41 minutes 28 seconds East 176.20 feet; thence South 33 degrees 11 minutes 36 seconds East 81.72 feet; thence South 16 degrees 46 minutes 02 seconds East 45.23 feet; thence South 08 degrees 13 minutes 21 seconds East 118.62 feet; thence North 58 degrees 32 minutes 05 seconds East 202.27 feet; thence North 68 degrees 13 minutes 15 seconds East 87.67 feet; thence North 71 degrees 06 minutes 06 seconds East 123.21 feet; thence South 57 degrees 53 minutes 47 second East 239.85 feet; thence South 43 degrees 25 minutes 30 seconds East 38.92 feet; thence South 41 degrees 02 minutes 26 seconds East 96.62 feet; thence North 82 degrees 48 minutes 56 seconds East 204.95 feet; thence South 79 degrees 57 minutes 38 seconds East 144.89 feet; thence North 57 degrees 23 minutes 27 seconds East 82.21 feet to the East line of Section 30; thence along the East line of Section 30 North 02 degrees 55 minutes 33 seconds West 530.33 feet; thence South 85 degrees 45 minutes 28 seconds West 1317.06 feet; thence South 02 degrees 57 minutes 42 seconds East 207.64 feet to the point of beginning.**

Tax Parcel No; 50-22-30-401-025

Part of the SW ¼ of Section 29, T.1N, R8E, City of Novi, Oakland County, Michigan, described as beginning at a point on the West line of said Section 29 said point being N 02 degrees 55 minutes 33 seconds West 857.28 feet and continuing North 02 degrees 55 minutes 33 seconds West 590.87 feet from the Southwest corner of said Section 29; thence continuing along said West line North 02 Degrees 55 minutes 33 seconds West 531.12 feet; thence North 86 degrees 30 minutes 23 seconds East 851.96 feet thence South 03 degrees 01 minutes 41 seconds East 368.45 feet; thence North 82 degrees 03 minutes 30 seconds West 143.01 feet; thence South 82 degrees 20 minutes 57 seconds West 290.69 feet; thence South 59 degrees 58 minutes 09 seconds West 125.35 ; thence South 48 degrees 23 minutes 38 seconds West 167.75 feet thence South 86 degrees 14 minutes 36 seconds West 162.67 feet thence South 57 degrees 23 minutes 27 seconds West 19.83 feet to the point of beginning.

Tax Parcel No.: 50-22-29-326-039

Part of the Southwest ¼ of Section 29, T.1.N, R.8E, City of Novi, Oakland County, Michigan, described as beginning at a point located North 02 degrees 55 minutes 33 seconds West 857.28 feet along the West line of said Section 29 to the centerline of Nine Mile R ad and North 75 degrees 23 minutes 04 seconds East 487.26 feet along said centerline and North 03 degrees 49 minutes 56 seconds West 43.77 feet from the Southwest corner of said Section 29; thence South 75 degrees 23 minutes 04 seconds West 90.40 feet; thence North 02 degrees 26 minutes 55 seconds West 73.82 feet; thence North 38 degrees 57 minutes 31 seconds East 44.64 feet ; thence North 86 degrees 21 minutes 32 seconds East 56.69 feet; thence South 03 degrees 49 minutes 56 seconds East 89.45 feet to the point of beginning.

Tax Parcel No.: 50-22-29-326-041

From February 12, 2019 to the certification date set forth below. The following conveyances, undischarged mortgages and Federal or State of Michigan Tax Liens against any party with a record interest in the land during the period covered by this search and recorded prior to such party's interest appearing to have been terminated of record, were found.

None

NO LIABILITY is assumed for any matters not specifically set forth herein.

Title Solutions Agency, LLC

By:



\_\_\_\_\_  
Authorized Signature



e-recorded

LIBER 52493 PAGE 125

0004455

OAKLAND COUNTY TREASURERS CERTIFICATE  
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records in the office except as stated.  
Reviewed By: RC

LIBER 52493 PAGE 125  
\$21.00 DEED - COMBINED  
\$4.00 REMONUMENTATION  
\$5.00 AUTOMATION  
\$.00 TRANSFER TX COMBINED  
01/08/2019 05:11:27 PM RECEIPT# 2758  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

Jan 08, 2019

5.00 E-FILE

Sec. 135, Act 206, 1893 as amended  
ANDREW E. MEISNER, County Treasurer

Not Examined



**WARRANTY DEED**

Drafted by:

Peter Joelson, Title Solutions Agency, LLC, 41486 Wilcox Road Suite 2, Plymouth, MI 48170

When recorded return to:

Title Solutions Agency, LLC, 41486 Wilcox Road Suite 2 Plymouth, MI 48170

THE GRANTOR, Cambridge of Novi, LLC, a Michigan Limited Liability Company, By Its Authorized Signer: Rick Corrent

Whose address is: 47765 Bellagio Drive Northville, MI 48167

Conveys and Warrants to City of Novi

Whose address is: 45175 Ten Mile Rd., Novi MI 48375

The following described premises situated in the City of Novi, County of Oakland, and State of Michigan, and particularly described as follows:

Part of the SE ¼ of Section 30, T.1N, R.8E, City of Novi, Oakland County, Michigan described as follows: Beginning at a point located N 84 Degrees 59 minutes 12 seconds East 768.86 feet along the Centerline of Nine Mile Road and North 54 degrees 40 minutes 45 seconds East 637.01 feet along said centerline and North 48 degrees 01 minutes 41 seconds East 66 feet along said Center line and North 53 degrees 30 minutes 11 seconds East 95.52 feet along said centerline and North 02 degrees 57 minutes 55 seconds West 718.50 feet and South 50 degrees 15 minutes 11 seconds West 152.36 feet and North 02 degrees 57 minutes 42 seconds West 745.60 feet to the point of beginning; thence North 86 degrees 41 minutes 28 seconds East 176.20 feet; thence South 33 degrees 11 minutes 36 seconds East 81.72 feet; thence South 16 degrees 46 minutes 02 seconds East 45.23 feet; thence South 08 degrees 13 minutes 21 seconds East 118.62 feet; thence North 58 degrees 32 minutes 05 seconds East 202.27 feet; thence North 68 degrees 13 minutes 15 seconds East 87.67 feet; thence North 71 degrees 06 minutes 06 seconds East 123.21 feet; thence South 57 degrees 53 minutes 47 second East 239.85 feet; thence South 43 degrees 25 minutes 30 seconds East 38.92 feet; thence South 41 degrees 02 minutes 26 seconds East 96.62 feet; thence North 82 degrees 48 minutes 56 seconds East 204.95 feet; thence South 79 degrees 57 minutes 38 seconds East 144.89 feet; thence North 57 degrees 23 minutes 27 seconds East 82.21 feet to the East line of Section 30; thence along the East line of Section 30 North 02 degrees 55 minutes 33 seconds West 530.33 feet; thence South 85 degrees 45 minutes 28 seconds West 1317.06 feet; thence South 02 degrees 57 minutes 42 seconds East 207.64 feet to the point of beginning. 12.18 acres

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**WARRANTY DEED**

Drafted by:

**Peter Joelson, Title Solutions Agency, LLC, 41486 Wilcox Road Suite 2, Plymouth, MI 48170**

When recorded return to:

**Title Solutions Agency, LLC, 41486 Wilcox Road Suite 2 Plymouth, MI 48170**

**THE GRANTOR, Cambridge of Novi, LLC, a Michigan Limited Liability Company, By Its Authorized Signer: Rick Corrent**

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Whose address is: 45175 Ten Mile Rd., Novi MI 48375

The following described premises situated in the City of Novi, County of Oakland, and State of Michigan, and particularly described as follows:

Part of the SE ¼ of Section 30, T.1N, R.8E, City of Novi, Oakland County, Michigan described as follows: Beginning at a point located N 84 Degrees 59 minutes 12 seconds East 768.86 feet along the Centerline of Nine Mile Road and North 54 degrees 40 minutes 45 seconds East 637.01 feet along said centerline and North 48 degrees 01 minutes 41 seconds East 66 feet along said Center line and North 53 degrees 30 minutes 11 seconds East 95.52 feet along said centerline and North 02 degrees 57 minutes 55 seconds West 718.50 feet and South 50 degrees 15 minutes 11 seconds West 152.36 feet and North 02 degrees 57 minutes 42 seconds West 745.60 feet to the point of beginning; thence North 86 degrees 41 minutes 28 seconds East 176.20 feet; thence South 33 degrees 11 minutes 36 seconds East 81.72 feet; thence South 16 degrees 46 minutes 02 seconds East 45.23 feet; thence South 08 degrees 13 minutes 21 seconds East 118.62 feet; thence North 58 degrees 32 minutes 05 seconds East 202.27 feet; thence North 68 degrees 13 minutes 15 seconds East 87.67 feet; thence North 71 degrees 06 minutes 06 seconds East 123.21 feet; thence South 57 degrees 53 minutes 47 second East 239.85 feet; thence South 43 degrees 25 minutes 30 seconds East 38.92 feet; thence South 41 degrees 02 minutes 26 seconds East 96.62 feet; thence North 82 degrees 48 minutes 56 seconds East 204.95 feet; thence South 79 degrees 57 minutes 38 seconds East 144.89 feet; thence North 57 degrees 23 minutes 27 seconds East 82.21 feet to the East line of Section 30; thence along the East line of Section 30 North 02 degrees 55 minutes 33 seconds West 530.33 feet; thence South 85 degrees 45 minutes 28 seconds West 1317.06 feet; thence South 02 degrees 57 minutes 42 seconds East 207.64 feet to the point of beginning. *12.18 acres*



Tax Parcel No; 50-22-30-401-025

Part of the SW ¼ of Section 29, T.1N, R8E, City of Novi, Oakland County, Michigan, described as beginning at a point on the West line of said Section 29 said point being N 02 degrees 55 minutes 33 seconds West 857.28 feet and continuing North 02 degrees 55 minutes 33 seconds West 590.87 feet from the Southwest corner of said Section 29; thence continuing along said West line North 02 Degrees 55 minutes 33 seconds West 531.12 feet; thence North 86 degrees 30 minutes 23 seconds East 851.96 feet thence South 03 degrees 01 minutes 41 seconds East 368.45 feet; thence North 82 degrees 03 minutes 30 seconds West 143.01 feet; thence South 82 degrees 20 minutes 57 seconds West 290.69 feet; thence South 59 degrees 58 minutes 09 seconds West 125.35 ; thence South 48 degrees 23 minutes 38 seconds West 167.75 feet thence South 86 degrees 14 minutes 36 seconds West 162.67 feet thence South 57 degrees 23 minutes 27 seconds West 19.83 feet to the point of beginning. *8.03 acres*

Tax Parcel No.: 50-22-29-326-039

Part of the Southwest ¼ of Section 29, T.1N, R.8E, City of Novi, Oakland County, Michigan, described as beginning at a point located North 02 degrees 55 minutes 33 seconds West 857.28 feet along the West line of said Section 29 to the centerline of Nine Mile Road and North 75 degrees 23 minutes 04 seconds East 487.26 feet along said centerline and North 03 degrees 49 minutes 56 seconds West 43.77 feet from the Southwest corner of said Section 29; thence South 75 degrees 23 minutes 04 seconds West 90.40 feet; thence North 02 degrees 26 minutes 55 seconds West 73.82 feet; thence North 38 degrees 57 minutes 31 seconds East 44.64 feet ; thence North 86 degrees 21 minutes 32 seconds East 56.69 feet; thence South 03 degrees 49 minutes 56 seconds East 89.45 feet to the point of beginning. *.0186 acres*

Tax Parcel No.: 50-22-29-326-041

For the sum of ONE AND NO/100 Dollars (\$1.00)

MCLA 207.505 (a)      MCLA 207.526 (a)

The Grantor grants to the Grantee the right to make (ALL) divisions under section 108 of the land division act, Act 288 of the Public Act of 1967.

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

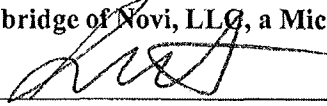
Subject to easements, reservations and restrictions of record.

Attached to and becoming part of the Warranty Deed, on this December 28, 2018, between Cambridge of Novi, LLC, a Michigan Limited Liability Company by its authorized signer Rick Corrent grantor(s) and City of Novi, grantee(s)

Dated: Dec 28, 2018

Signed and Sealed:

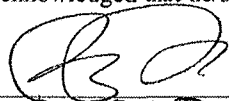
**Cambridge of Novi, LLC, a Michigan Limited Liability Company**

By:   
**Rick Corrent, Authorized Signer**

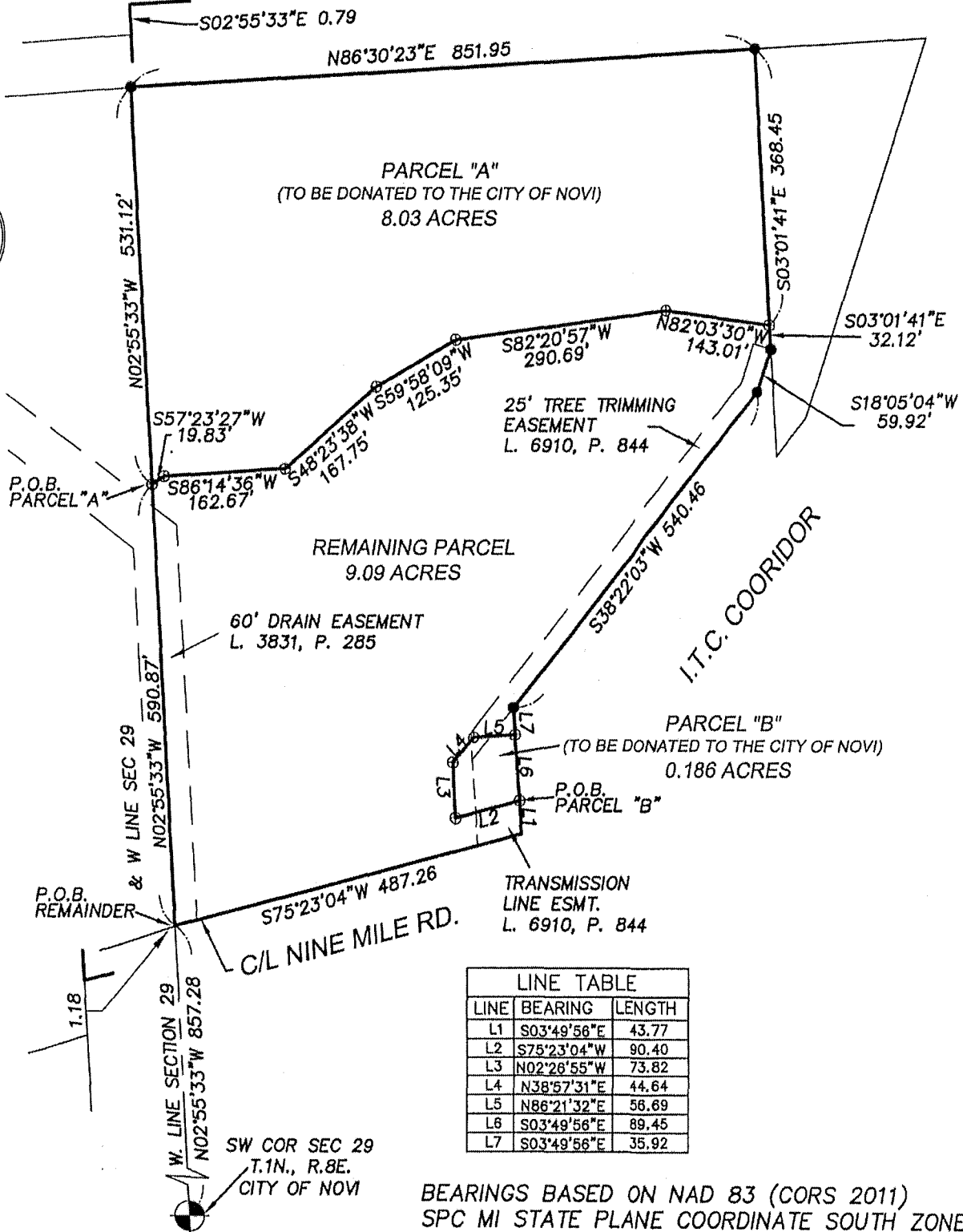
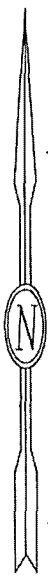
STATE OF Michigan } ss  
COUNTY OF Oakland }

PATRICIA DEERING  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Apr 5, 2025  
ACTING IN COUNTY OF OAKLAND

On this 1/4/19, before me personally appeared **Cambridge of Novi, LLC, a Michigan Limited Liability Company, By Its Authorized Signer: Rick Corrent** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

  
Patricia Deering, Notary Public  
Oakland County, Michigan  
My Commission Expires: 4/5/25  
Acting in: Oakland

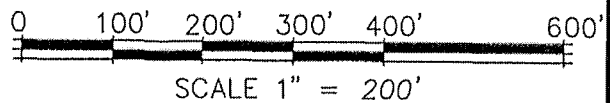




LINE TABLE		
LINE	BEARING	LENGTH
L1	S03°49'56"E	43.77
L2	S75°23'04"W	90.40
L3	N02°26'55"W	73.82
L4	N38°57'31"E	44.64
L5	N86°21'32"E	56.69
L6	S03°49'56"E	89.45
L7	S03°49'56"E	35.92

BEARINGS BASED ON NAD 83 (CORS 2011)  
 SPC MI STATE PLANE COORDINATE SOUTH ZONE

Survey for: CAMBRIDGE HOMES INC.



DESCRIPTION PARCEL "A" - TO BE DONATED TO THE CITY OF NOVI

PART OF THE SW ¼ OF SECTION 29, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 29 SAID POINT BEING N 02°55'33"W, 857.28 FEET AND CONTINUING N 02°55'33" W, 590.87 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE CONTINUING ALONG SAID WEST LINE N 02°55'33" W, 531.12 FEET; THENCE N 86°30'23"E, 851.95 FEET; THENCE S 03°01'41" E, 368.45 FEET; THENCE N 82°03'30" W, 143.01 FEET; THENCE S 82°20'57" W, 290.69 FEET; THENCE S 59°58'09" W, 125.35; THENCE S 48°23'38" W, 167.75 FEET; THENCE S 86°14'36" W, 162.67 FEET; THENCE S 57°23'27" W, 19.83 FEET TO THE POINT OF BEGINNING. CONTAINING 8.03 ACRES AND SUBJECT TO EASEMENTS OF RECORD.

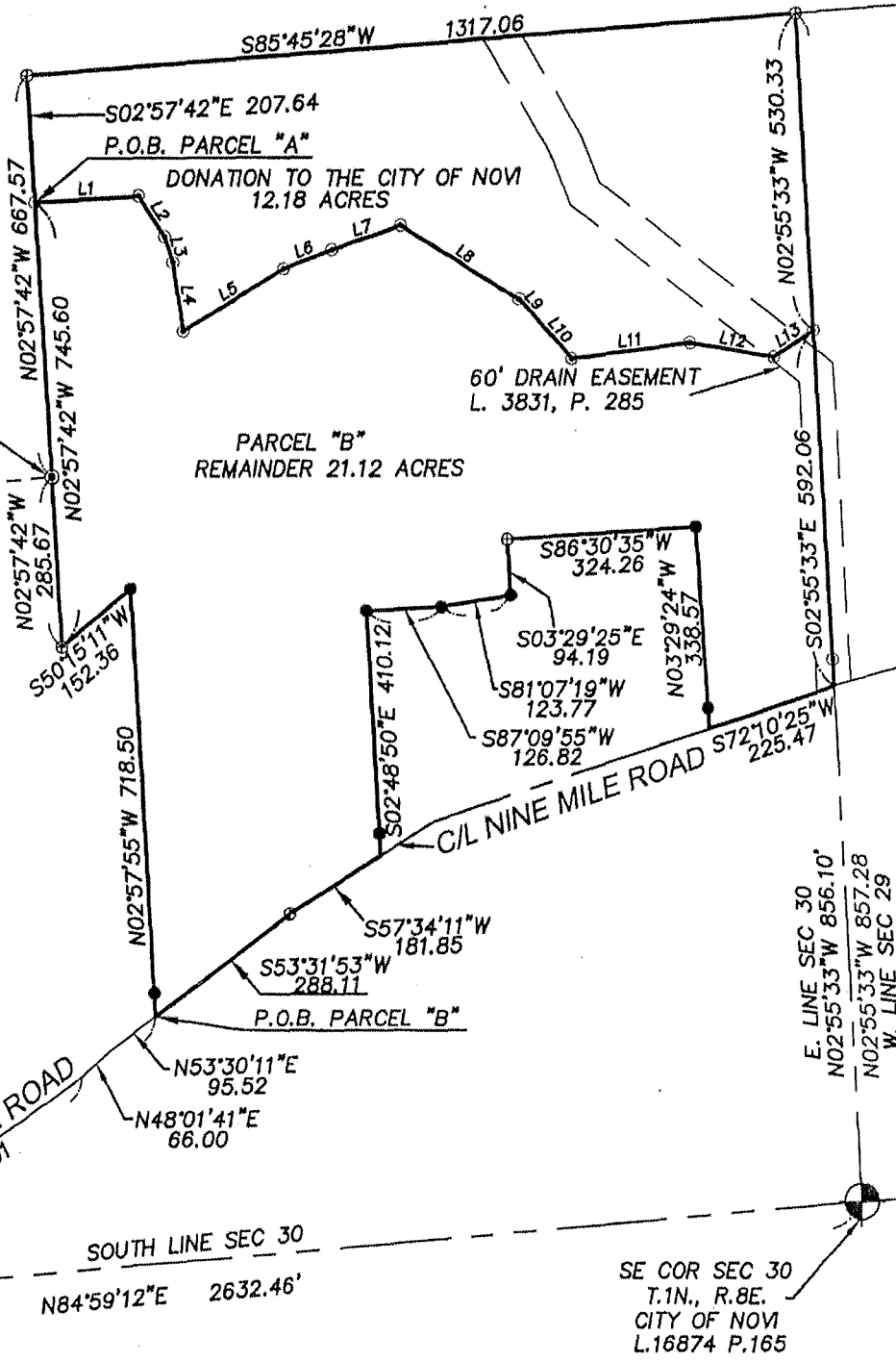
DESCRIPTION PARCEL "B" - TO BE DONATED TO THE CITY OF NOVI

PART OF THE SW ¼ OF SECTION 29, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT LOCATED N 02°55'33" W, 857.28 FEET ALONG THE WEST LINE OF SAID SECTION 29 TO THE C/L OF NINE MILE ROAD AND N 75°23'04" E, 487.26 FEET ALONG SAID CENTERLINE AND N 03°49'56" W, 43.77 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE S 75°23'04" W, 90.40 FEET; THENCE N 02°26'55" W, 73.82 FEET; THENCE N 38°57'31"E, 44.64 FEET; THENCE N 86°21'32" E, 56.69 FEET; THENCE S 03°49'56" E, 89.45 FEET TO THE POINT OF BEGINNING. CONTAINING 0.186 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

DESCRIPTION OF REMAINING PARCEL

PART OF THE SW ¼ OF SECTION 29, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 29 AND THE C/L OF NINE MILE ROAD BEING N 02°55'33"W, 857.28 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE CONTINUING ALONG SAID WEST LINE N 02°55'33" W, 590.87 FEET; THENCE N 57°23'27" E, 19.83 FEET; THENCE N 86°14'36" E, 162.67 FEET; THENCE N 48°23'38" E, 167.75 FEET; THENCE N 59°58'09" E, 125.35 FEET; THENCE N 82°20'57" E, 290.69 FEET; THENCE S 82°03'30" E, 143.01 FEET; THENCE S 03°01'41" E, 32.12 FEET; THENCE S 18°05'04" W, 59.92 FEET; THENCE S 38°22'03" W, 540.46 FEET; THENCE S 03°49'56" E, 35.92 FEET; THENCE S 86°21'32" W, 56.69 FEET; THENCE S 38°57'31" W, 44.64 FEET; THENCE S 02°26'55" E, 73.82 FEET; THENCE N 75°23'04" E, 90.40 FEET; THENCE S 03°49'56" E, 43.77 FEET TO THE C/L OF NINE MILE ROAD; THENCE S 75°23'04" W, 487.26 FEET ALONG SAID C/L TO THE POINT OF BEGINNING. CONTAINING 9.09 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD OF RECORD.

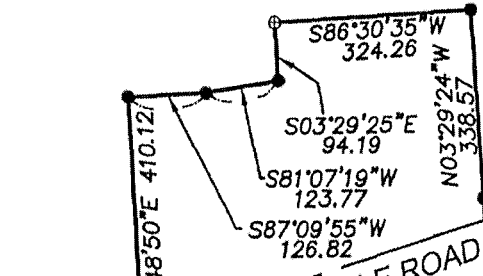




NE CORNER OF  
"EVERGREEN ESTATES"

PARCEL "B"  
REMAINDER 21.12 ACRES

60' DRAIN EASEMENT  
L. 3831, P. 285



LINE TABLE		
LINE	BEARING	LENGTH
L1	N86°41'28"E	176.20
L2	S33°11'36"E	81.72
L3	S16°46'02"E	45.23
L4	S08°13'21"E	118.62
L5	N58°32'05"E	202.27
L6	N68°13'15"E	87.67
L7	N71°06'08"E	123.21
L8	S57°53'47"E	239.85
L9	S43°25'30"E	38.92
L10	S41°02'26"E	96.62
L11	N82°48'56"E	204.95
L12	S79°57'38"E	144.89
L13	N57°23'27"E	82.21

C/L NINE MILE ROAD  
N54°40'45"E 637.01'

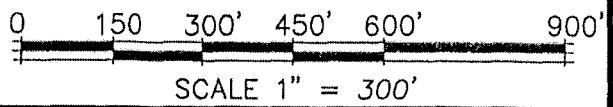
SOUTH LINE SEC 30  
N84°59'12"E 2632.46'

SE COR SEC 30  
T.1N., R.8E.  
CITY OF NOV  
L.16874 P.165

S 1/4 COR SEC 30  
T.1N., R.8E.  
CITY OF NOV  
L.37992, P.490

BEARINGS BASED ON NAD 83 (CORS 2011)  
SPC MI STATE PLANE COORDINATE SOUTH ZONE

Survey for: CAMBRIDGE HOMES INC.



DESCRIPTION PARCEL "A" DONATION TO THE CITY OF NOVI

PART OF THE SE ¼ OF SECTION 30, T.1N, R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED N84°59'12"E 768.86 FEET ALONG THE C/L OF NINE MILE ROAD AND N54°40'45"E 637.01 FEET ALONG SAID C/L AND N48°01'41"E 66.00 FEET ALONG SAID C/L AND N53°30'11"E 95.52 FEET ALONG SAID C/L AND N02°57'55"W 718.50 FEET AND S50°15'11"W 152.36 FEET AND N02°57'42"W 745.60 FEET TO THE POINT OF BEGINNING; THENCE N86°41'28"E 176.20 FEET; THENCE S33°11'36"E 81.72 FEET; THENCE S16°46'02"E 45.23 FEET; THENCE S08°13'21"E 118.62 FEET; THENCE N58°32'05"E 202.27 FEET; THENCE N 68°13'15"E 87.67 FEET; THENCE N71°06'06"E 123.21 FEET; THENCE S57°53'47"E 239.85 FEET; THENCE S43°25'30"E 38.92 FEET; THENCE S41°02'26"E 96.62 FEET; THENCE N82°48'56"E 204.95 FEET; THENCE S79°57'38"E 144.89 FEET; THENCE N57°23'27"E 82.21 FEET TO THE EAST LINE OF SECTION 30; THENCE ALONG THE EAST LINE OF SECTION 30 N02°55'33"W 530.33 FEET; THENCE S85°45'28"W 1317.06 FEET; THENCE S02°57'42"E 207.64 FEET TO THE POINT OF BEGINNING. CONTAINING 12.18 ACRES.

DESCRIPTION PARCEL "B" THE REMAINDER

PART OF THE SE ¼ OF SECTION 30, T.1N, R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED IN THE C/L OF NINE MILE ROAD, SAID POINT BEING N84°59'12"E 768.86 FEET ALONG THE C/L OF NINE MILE ROAD AND N54°40'45"E 637.01 FEET ALONG SAID C/L AND N48°01'41"E 66.00 FEET ALONG SAID C/L AND N53°30'11"E 95.52 FEET ALONG SAID C/L FROM THE SOUTH ¼ CORNER OF SECTION 30; THENCE N02°57'55"W 718.50 FEET; THENCE S50°15'11"W 152.36 FEET; THENCE N02°57'42"W 745.60 FEET; THENCE N86°41'28"E 176.20 FEET; THENCE S33°11'36"E 81.72 FEET; THENCE S16°46'02"E 45.23 FEET; THENCE S08°13'21"E 118.62 FEET; THENCE N58°32'05"E 202.27 FEET; THENCE N68°13'15"E 87.67 FEET; THENCE N71°06'06"E 123.21 FEET; THENCE S57°53'47"E 239.85 FEET; THENCE S43°25'30"E 38.92 FEET; THENCE S41°02'26"E 96.62 FEET; THENCE N82°48'56"E 204.95 FEET; THENCE S79°57'38"E 144.89 FEET; THENCE N57°23'27"E 82.21 FEET TO THE EAST LINE OF SECTION 30; THENCE ALONG THE EAST LINE OF SECTION 30 S02°55'33"E 592.06 FEET TO THE C/L OF NINE MILE ROAD; THENCE ALONG THE C/L S72°10'25"W 225.47 FEET; THENCE N03°29'24"W 338.57 FEET; THENCE S86°30'35"W 324.26 FEET; THENCE S03°29'25"E 94.19 FEET; THENCE S81°07'19"W 123.77 FEET; THENCE S87°09'55"W 126.82 FEET; THENCE S02°48'50"E 410.12 FEET TO THE C/L OF NINE MILE ROAD; THENCE ALONG THE C/L S57°34'11"W 181.85 FEET; THENCE ALONG SAID C/L S53°31'53"W 288.11 FEET TO THE POINT OF BEGINNING. CONTAINING 21.12 ACRES AND SUBJECT TO THE RIGHTS OF THE PUBLIC IN NINE MILE ROAD.



ATTORNEY REVIEW

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

March 1, 2019

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

**RE: Terra, formerly, Villa D'Este JSP17-0052  
Open Space Dedication Documents**

Dear Ms. McBeth:

We have received and reviewed the Warranty Deed and title search for the donation of 20.22 acres of open space to the City in connection with the Terra residential development as required by the PRO Agreement for the development. The Warranty Deed is in the standard format for a warranty deed and is consistent with title as shown in the enclosed Title Search. Please note that the applicant already recorded the Warranty Deed prior to acceptance, so title is already shown as being vested in the City even though formal acceptance has not yet occurred. Subject to review and approval of the legal descriptions of the property, the Warranty Deed appears to be in order. Once accepted by City Council, a copy of the Warranty Deed and the Title Search should be retained in the City's file.

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  
Sri Komaragiri, Planner  
Lindsay Bell, Planner

Hannah Smith, Planning Assistant  
Angie Sosnowski, Community Development Bond Coordinator  
George Melistas, Senior Engineering Manager  
Darcy Rechten, Construction Engineer  
Rebecca Runkel, Engineering Technician  
Sarah Marchioni, Community Development Building Project Coordinator  
Michael Freckelton, Taylor Reynolds and Ted Meadows, Spalding DeDecker  
Sue Troutman, City Clerk's Office  
Thomas R. Schultz, Esquire



**ENGINEERING CONSULTANT REVIEW**

February 22, 2019

Darcy Rechten, Construction Engineer  
City of Novi  
26300 Lee BeGole Drive  
Novi, Michigan 48375

Re: Terra - Document Review  
Novi # JSP17-0052  
SDA Job No. NV19-203  
**EXHIBITS APPROVED**

Dear Ms. Rechten

We have reviewed the following document package received by our office on February 15, 2019 against the submitted plan set. We offer the following comments:

**Submitted Documents:**

1. Warranty Deed for Road ROW – (unexecuted: exhibit dated 1/16/19) – Legal Description Approved.
2. Land Donation Warranty Deed – (unexecuted: exhibit dated 1/16/19) – Legal Description Approved.

Documents that require revisions should be resubmitted to the City for further review. If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

**SPALDING DEDECKER**

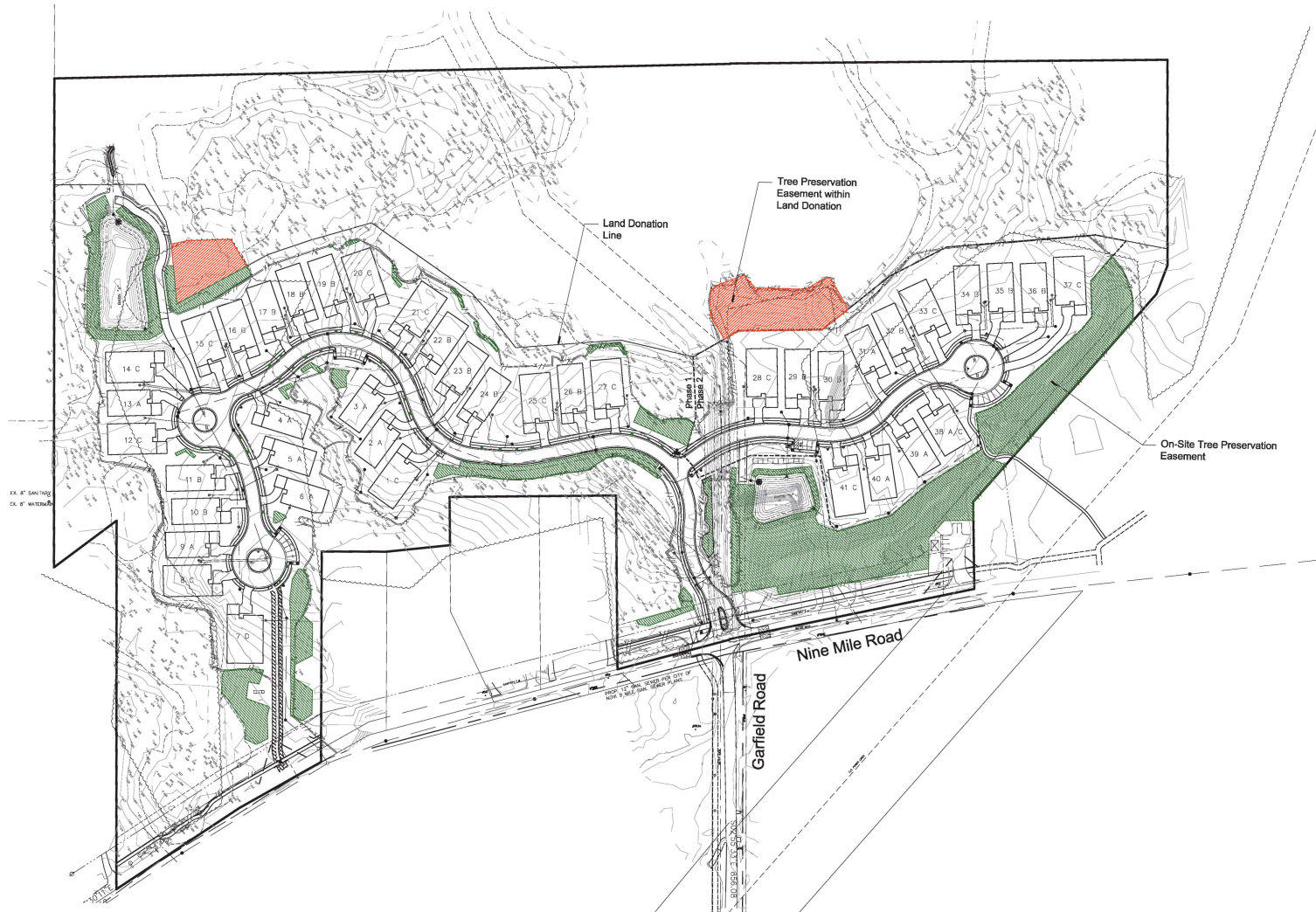


Mike Freckelton, EIT  
Engineer



Cc (via Email): Lindsay Bell, City of Novi Planning Department  
Sri Komaragiri, City of Novi Planning Department

WOODLAND TREE PRESERVATION EXHIBIT





**Legend**

-  Tree Preservation Easement Located on-Site
-  Tree Preservation Easement Located within Land Donation

Preservation Easement Boundaries Shown are General in Nature and will Differ from the Final Recorded Boundaries. The Final Boundaries will Encompass all Required Woodland Tree Replacements.

Seal: \_\_\_\_\_

Title:  
**Tree Preservation Easement Plan**

Project: \_\_\_\_\_

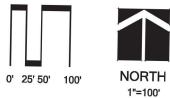
**Terra - Phase 1**  
 Novi, MI

Prepared for:  
 Cambridge Homes  
 47765 Bellagio  
 Northville, Michigan 48167

Revision: \_\_\_\_\_ Issued: \_\_\_\_\_  
 Review February 27, 2019

Job Number:  
 16-008

Drawn By: \_\_\_\_\_ Checked By: \_\_\_\_\_  
 jad jad



Sheet No. \_\_\_\_\_

EXECUTED PRO AGREEMENT

**PLANNED REZONING OVERLAY (PRO) AGREEMENT**  
**TERRA**

**AGREEMENT**, by and among **CAMBRIDGE OF NOVI, LLC**, a Michigan limited liability company whose address is 47765 Bellagio Dr., Northville, MI 48167 (referred to as “**Developer**”); and the **CITY OF NOVI**, 45175 Ten Mile Road, Novi, MI 48375-3024 (“**City**”).

**RECITATIONS:**

- I. Developer is the owner and developer of the vacant 50.61 acre property located on the east side of Napier Road and north side of Nine Mile Road, herein known as the “Land” described on **Exhibit A**, attached and incorporated herein.
- II. For purposes of improving and using the Land for a 41-unit residential subdivision at a maximum net density of 1.08 dwelling units per acre, to allow for development with smaller and narrower lots, and a slightly higher density than is permitted in the R-A Classification, Developer petitioned the City for an amendment of the Zoning Ordinance, as amended, so as to reclassify the Land from RA (Residential Acreage) to R-1 (One-Family Residential). The R-A classification shall be referred to as the “**Existing classification**” and R-1 shall be referred to as the “**Proposed Classification.**”
- III. The Proposed Classification would provide the Developer with certain material development options not available under the Existing Classification, and would be a distinct and material benefit and advantage to the Developer.
- IV. The City has reviewed and approved the Developer’s proposed petition to amend the zoning district classification of the Land from the Existing Classification to the Proposed Classification under the terms of the Planned Rezoning Overlay (PRO) provisions of the City’s Zoning Ordinance; has reviewed the Developer’s proposed PRO Plan (including building façade, elevations, and design) attached hereto and incorporated herein as **Exhibit B** (the “PRO Plan”), which is a conceptual or illustrative plan for the potential development of the Land under the Proposed Classification, and not an approval to construct the proposed improvements as shown; and has further reviewed the proposed PRO conditions offered or accepted by the Developer and has determined that, the proposed conditions constitute an overall public benefit that outweighs the deviations, and that if the deviations were not granted, the denial would prohibit an enhancement of the development that would be in the public interest, and that approving the deviations would be consistent with the City Master Plan and compatible with the surrounding area



V. In proposing the Proposed Classification to the City, Developer has expressed as a firm and unalterable intent that Developer will develop and use the Land in conformance with the following undertakings by Developer, as well as the following forbearances by the Developer (each and every one of such undertakings and forbearances shall together be referred to as the "Undertakings"):

- A. Developer shall develop and use the Land solely for a residential subdivision not to exceed 41 units, at a maximum density of 1.08 dwelling units per acre, to the extent permitted under the Proposed Classification (the "Development"). Units may be combined thereby reducing the overall units permitted to less than 41-units provided that the homes proposed within the combined units are still in scale with the remaining homes and meet with the requirements of applicable City ordinances and the PRO Plan. The Development shall be constructed in two (2) phases in accordance with the Phasing Lines as contained on Exhibit B. Developer shall forbear from developing and/or using the Land in any manner other than as authorized and/or limited by this Agreement.

Developer shall develop the Land in accordance with all applicable laws and regulations, and with all applicable ordinances, including all applicable setback requirements of the Zoning Ordinance as relates to the Proposed Classification, except as expressly authorized herein. The PRO Plan is acknowledged by both the City and Developer to be a conceptual plan for the purpose of depicting the general area contemplated for development. Some deviations from the provisions of the City's ordinances, rules, or regulations are depicted in the PRO Plan are approved by virtue of this Agreement; however, except as to such specific deviations enumerated herein, the Developer's right to develop the 41-unit residential subdivision under the requirements of the Proposed Classification shall be subject to and in accordance with all applications, reviews, approvals, permits, and authorizations required under applicable laws, ordinances, and regulations, including, but not limited to, site plan approval, storm water management plan approval, woodlands and wetlands permits, façade approval, landscape approval, and engineering plan approval, except as expressly provided in this Agreement. Architectural standards shall be as set forth by the Developer in the Master Deed and Bylaws for the Development, and shall be subject to and in accordance with all applicable laws and ordinances; provided, however, that the architectural elevation and facades of the buildings as shown on the plans shall be the minimum standard; any deviations shall result in an equivalent or better products, as determined by the City's façade consultant.

- B. In addition to any other ordinance requirements, Developer shall comply with all applicable ordinances for storm water and soil erosion requirements and measures throughout the site during the design and construction phases, and subsequent use, of the development contemplated in the Proposed Classification.

- C. The following PRO Conditions shall apply to the Land and/or be undertaken by Developer:
1. Owner/Developer shall provide the following Public Improvements in connection with the development of the Land:
    - a. Developer shall donate fee title, in the form of a Warranty Deed, to approximately 20.22 acres of land, as shown in the Concept Plan (the "Park Land"), to Novi for existing park system on or before March 20, 2019. The donation is for the purpose of expanding City parkland in the area of the Development. The Park Land will connect two additional parcels of City parkland. The City shall be permitted to make minor improvements in the area to propose a trail or accessory uses for a trail, and shall be permitted to combine the Park Land with adjacent City park land into a single unified parcel.
    - b. Developer shall construct an approximate .18 acre comfort station area for the ITC Trailhead in accordance with the drawings, attached and incorporated as Exhibit C (the "Comfort Station Improvements"). The Comfort Station shall include, but shall not be limited to parking spaces, a bike repair station and a picnic shelter, as set forth in Exhibit C. The Comfort Station will be constructed with Phase 1 of the Development, and shall be completed no later than six-months from the substantial completion of the ITC Trail adjacent to the subject property. . The Comfort Station shall be conveyed to the City for public ownership, operation, use and maintenance upon completion of the Comfort Station Improvements within 60 days of the completion and inspection of the improvements for consistency with the approved site plan.
    - c. Developer shall contribute to the construction of a portion of the ITC Trail along the north side of Nine Mile Road, in the amount of \$43,834.22, in order to provide for use by and in connection with the Development, as shown in the plans attached and incorporate as Exhibit D. The pathway shall comply with City design and construction standards, with minor modifications to be approved administratively, i.e. to modify the alignment for preservation of existing landscaping trees. Dedication of the Nine Mile Road Right of Way along the entire length of the subject property shall be completed on or before March 20, 2019.
    - d. In the event that the Michigan Department of Environmental Quality or any governmental agency requires Developer to provide a compensating cut for the purpose of creating additional floodplain for the Development, the City shall permit the Developer to create the compensating cut, at Developer's own expense, not to exceed 8,000 square feet in size, in a location mutually agreeable to the Developer and the City, including but not limited to locations within the Park Land described, generally, as N/W of the N/W detention basin and the

wetland, or, alternatively, an area behind units 12-14. In the event that the compensating cut requires additional tree removal, Developer shall be subject to the applicable woodland replacement standards as set forth the City's Woodland Ordinance.

2. The development shall be limited to a density of 1.08 dwelling units per acre with a maximum of 41 units as indicated on the PRO concept plan.
3. The proposed unit boundary, as shown on the approved final Concept Plan (sheet 02), ("Unit Boundary"), shall be considered the maximum allowable footprint. Any accessory uses including but not limited to, fire pits, fire places, hot tubs, pools, patios, sidewalks, landscaping walls, landscaping fences, decks and gardens may be included within the Unit Boundary as shown on the approved final site plan or within the rear yard area ("Accessory Unit Boundary"), which is the area beginning at the rear Unit Boundary and is within the side lines of the Unit Boundary, and extending twenty-five (25) to the rear, as shown on the approved final Concept Plan. Sidewalks and small gardens with no permanent structures may be proposed within the side yards subject to limitations set forth in the Master Deed.

No more than two (2) regulated woodland trees may be removed from the Accessory Unit Boundary to accommodate the construction or installation of any pool, or other accessory use. Removal of trees shall be subject to mitigation measures listed in all applicable ordinances. Additionally, no accessory uses shall be constructed within the regulated Wetland or Wetland Buffers shown in the approved Concept Plan. All accessory uses shall be constructed in accordance will applicable ordinances, laws and regulations.

Limitations on the construction of accessory uses, as set forth herein, shall be included within the Master Deed for the Development and shall be delineated on the Exhibit B, Condominium Subdivision Plan.

4. A minimum of 15 feet shall be maintained between two buildings.
5. A minimum of 30 feet shall be provided between the front façade of each home as measured from the back of the curb.
6. The applicant will work with staff to identify a proper location to connect to ITC trail, beyond the subject property line.
7. Except to the extent that limited clearing is authorized in accordance with an approved Preliminary Site Plan, and all applicable ordinances and regulations, including, but not limited to Section 6.1.4.F of the Zoning Ordinance, within the City's reasonable discretion, and a Hold Harmless Agreement acceptable to the City's Attorney is provided, Construction of



the Development shall not be permitted to begin prior to completion of the City's Nine Mile sanitary sewer extension project, , or alternately, subject to and in accordance with a plan for completion of alternate sanitary sewage disposal facilities, by Developer, at its own expense, which plan shall be reviewed and approved by the City's Engineering Division in accordance with the standards and procedures set forth by City ordinance.

8. Grading requirements for development shall be superseded based on the character of Nine Mile Road.
9. Retention pond shall be completely screened for safety on all four sides and above the typical standards, as determined at the time of Preliminary Site Plan.
10. The City shall confirm that the proposed trailhead agreement will not negate already existing agreements.
11. The portion of asphalt paving on Nine Mile Road shall be constructed in a manner to reduce or eliminate issues of the interface between gravel and asphalt, to be reviewed and approved by City Engineer at the time of Preliminary Site Plan review.
12. The applicant shall conform to Woodland Ordinance requirements at the time of Preliminary Site Plan and Woodland permit review.
13. Minor modifications to the approved Planned Rezoning Overlay Concept Plan (PRO) can be approved administratively, upon determination by the City Planner, that the modifications are minor, do not deviate from the general intent of the approved PRO Concept plan and result in reduced impacts on the surrounding development and existing infrastructure.
14. Developer shall comply with all conditions listed in the staff and consultant review letters.

***NOW, THEREFORE, IT IS AGREED AS FOLLOWS:***

1. Upon the Proposed Classification becoming final following entry into this Agreement:
  - a. The Undertakings shall be carried out by Developer on and for the Land;
  - b. Developer shall act in conformance with the Undertakings;
  - c. The Developer shall forbear from acting in a manner inconsistent with the Undertakings; and
  - d. The Developer shall commence and complete all actions necessary to carry out all of the PRO Conditions.

2. The following deviations from the standards of the zoning ordinance are hereby authorized pursuant to §3402.D.1.c of the City's zoning ordinance.
  - a. Planning Deviation from Sec. 3.1.2 of Zoning Ordinance for reduction of the minimum lot size, setbacks, minimum lot frontage and minimum site acreage as shown on the proposed concept plan provided that:
    - i. The proposed unit boundary shown on the concept plan (sheet 02) shall be considered the maximum allowable footprint. Any accessory uses shall be completed in accordance with paragraph V, 1, A, 3.
    - ii. A minimum of 15 feet shall be maintained between two buildings.
    - iii. A minimum of 30 feet shall be provided between the front façade and the back of the curb.
    - iv. Rear setbacks shall be as shown on the Concept Plan, based on the proposed boundary line of land to be donated to the City.
  - b. Façade deviation from Sec 3.7, similar dissimilar ordinance, to replace internal calculation of square footage to a 2200 square foot minimum requirement for this development;
  - c. Landscape deviation from Sec. 5.5.3.B.ii and iii of Zoning Ordinance for lack of berms along the westerly Nine Mile Road frontage and portions of the easterly frontage, due to existing natural features;
  - d. Engineering deviation from Sec. 4.04, Article IV, Appendix C-Subdivision ordinance of City Code of Ordinances for absence of a stub street required at 1,300 feet intervals along the property boundary to provide connection to the adjacent property boundary, due to conflict with existing wetlands;
  - e. Engineering deviation from Chapter 7.4.2.c(1) of Engineering Design manual for reducing the distance between the outside edge of the sidewalk and back of the curb: 15 feet required, 10 feet proposed;
  - f. Engineering deviation for absence of sidewalk along a portion of Villa Drive;
  - g. Engineering deviation for absence of curb and gutter for parking lot and driveway for the proposed comfort station from Sec. 11-239(b)(1),(2)of Novi City Code;
  - h. Traffic deviation for not conforming to minimum required standards as indicated in Figure IX.5 of the City's Code of Ordinances for residential driveway, provided the applicant works with staff to minimize the number of driveways that deviate from the standard at the time of Preliminary Site Plan;
  - i. Traffic deviation from Figure VIII-A in the City Code of Ordinances, for not providing the minimum width for local residential road for Villa Drive , the stretch from the entrance gates to the first intersection (28 feet required, 24 feet provided).

- j. Traffic deviation from Section 7.4.2.c (1) of Engineering Design Manual for not meeting the maximum distance between sidewalk and Right of Way line along Nine Mile. A maximum of 1 foot is required for a small portion where it conflicts with existing wetland area;
  - k. Deviation to allow alternate locations for street tree plantings to avoid conflict with the utility layout along the internal roads;
  - l. Deviation for the location of accessory structures in an alternate location within the common area, as approved by the Planning Commission in accordance with the Preliminary Site Plan in order to allow the use of free standing solar panels as shown on the Revised Concept Plan to provide power to the access gate and outside lighting.
  - m. A traffic deviation for not meeting the minimum required horizontal curve radii for the proposed streets; and
  - n. A landscape deviation for absence of minimum required street trees and green belt trees in areas where there is a conflict with existing natural features;
3. In the event Developer attempts to or proceeds with actions to complete improvement of the Land in any manner other than as 41-unit residential subdivision, as shown on **Exhibit B**, the City shall be authorized to revoke all outstanding building permits and certificates of occupancy issued for such building and use.
4. Developer acknowledges and agrees that the City has not required the Undertakings. The Undertakings have been voluntarily offered by Developer in order to provide an enhanced use and value of the Land, to protect the public safety and welfare, and to induce the City to rezone the Land to the Proposed Classification so as to provide material advantages and development options for the Developer.
5. All of the Undertakings represent actions, improvements, and/or forbearances that are directly beneficial to the Land and/or to the development of and/or marketing of a 41-unit residential subdivision on the Land. The burden of the Undertakings on the Developer is roughly proportionate to the burdens being created by the development, and to the benefit which will accrue to the Land as a result of the requirements represented in the Undertakings.
6. In addition to the provisions in Paragraph 2, above, in the event the Developer, or its respective successors, assigns, and/or transferees proceed with a proposal for, or other pursuit of, development of the Land in a manner which is in material violation of the Undertakings, the City shall, following notice and a reasonable opportunity to cure, have the right and option to take action using the procedure prescribed by law for the amendment of the Master Plan and Zoning Ordinance applicable to the Land to amend the Master Plan and zoning classifications of the Land to a reasonable classification determined appropriate by the City, and neither the Developer nor its respective successors, assigns, and/or transferees, shall have any vested rights in the Proposed Classification and/or use of the Land as permitted under the Proposed Classification, and Developer shall be estopped from

objecting to the rezoning and reclassification to such reasonable classifications based upon the argument that such action represents a “downzoning” or based upon any other argument relating to the approval of the Proposed Classification and use of the Land; provided, this provision shall not preclude Developer from otherwise challenging the reasonableness of such rezoning as applied to the Land.

7. By execution of this Agreement, Developer acknowledges that it has acted in consideration of the City approving the Proposed Classification on the Land, and Developer agrees to be bound by the provisions of this Agreement.
8. After consulting with an attorney, the Developer understands and agrees that this Agreement is authorized by and consistent with all applicable state and federal laws and Constitutions, that the terms of this Agreement are reasonable, that it shall be estopped from taking a contrary position in the future, and, that the City shall be entitled to injunctive relief to prohibit any actions by the Developer inconsistent with the terms of this Agreement.
9. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, assigns and transferees, and an affidavit providing notice of this Agreement may be recorded by either party with the office of the Oakland County Register of Deeds.
10. Except with respect to appeals from the applicable standards of the City’s Sign Ordinance, the Zoning Board of Appeals (ZBA) shall have no jurisdiction over the Property or the application of this Agreement until after site plan approval and construction of the development as approved therein.
11. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided by law.
12. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.
13. This Agreement may be signed in counterparts.

{Signatures begin on following page}



**DEVELOPER**


CAMBRIDGE OF NOVI, LLC, a Michigan limited liability company

By:   
Mark F. Guidobono Its: Member  
Rick Corrent

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

On this 1 day of March, ~~2018~~ <sup>2019</sup>, before me appeared ~~Mark F. Guidobono~~ <sup>Rick Corrent</sup>, Member of Cambridge of Novi, LLC who states that he has signed this document of his own free will duly authorized on behalf of the Fee Developer.

KATHERINE OPPERMANN  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Sep 5, 2024  
ACTING IN COUNTY OF Oakland

  
Katherine Oppermann Notary Public  
Oakland County  
Acting in \_\_\_\_\_ County  
My commission expires: Sept 5, 2024

**CITY OF NOVI**

By: \_\_\_\_\_  
Robert J. Gatt, Mayor

By: \_\_\_\_\_  
Cortney Hanson, Clerk

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me appeared Robert J. Gatt and Cortney Hanson, who stated that they had signed this document of their own free will on behalf of the City of Novi in their respective official capacities, as stated above.

\_\_\_\_\_, Notary Public  
County  
Acting in \_\_\_\_\_ County  
My commission expires:

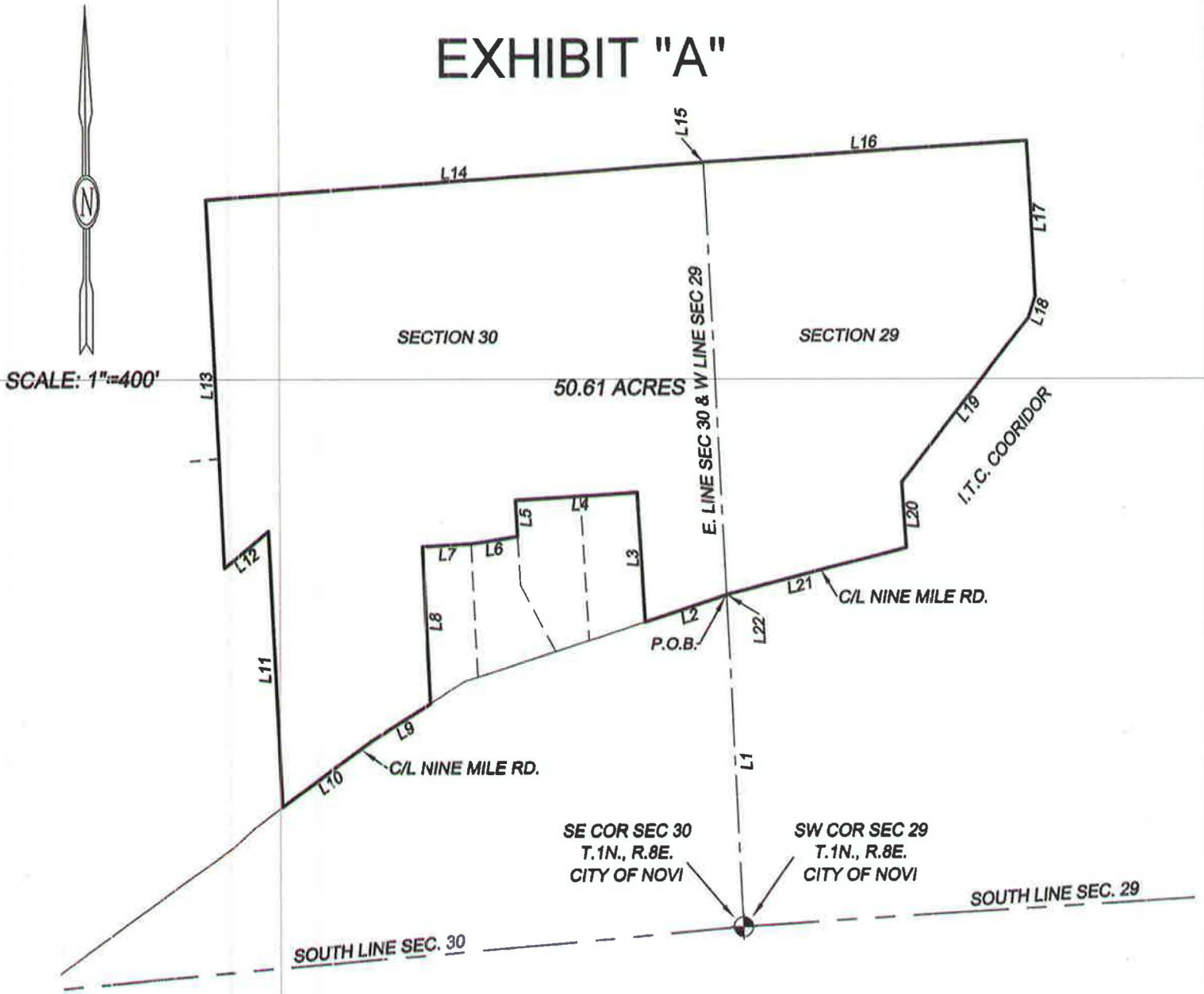
Drafted by:  
Elizabeth Kudla Saarela  
Johnson, Rosati, Schultz & Joppich  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331-5627

When recorded return to:  
Cortney Hanson, Clerk  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375

**Exhibit A**

Land

# EXHIBIT "A"



LINE	LENGTH	BEARING
L1	856.10	N02°55'33"W
L2	225.47	S72°10'25"W
L3	338.57	N03°29'24"W
L4	324.26	S86°30'35"W
L5	94.19	S03°29'25"E
L6	123.77	S81°07'19"W
L7	126.82	S87°09'55"W
L8	410.12	S02°48'50"E
L9	181.85	S57°34'11"W
L10	288.11	S53°31'53"W
L11	718.50	N02°57'55"W
L12	152.36	S50°15'11"W

LINE	LENGTH	BEARING
L13	953.24	N02°57'42"W
L14	1317.06	N85°45'28"E
L15	0.79	N02°55'33"W
L16	851.95	N86°30'23"E
L17	400.57	S03°01'41"E
L18	59.92	S18°05'04"W
L19	540.46	S38°22'03"W
L20	169.15	S03°49'56"E
L21	487.26	S75°23'04"W
L22	1.18	S02°55'33"E



*Joseph C. Kapeluszak*

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Scale:  
1"=400'  
Date:  
2/27/19  
Job No.:  
10522  
Sht. No.:  
10F2

## TERRA

PART OF THE SE 1/4 SEC 30 &  
PART OF THE SW 1/4 SEC 29  
T.1N., R.8E., CITY OF NOVI, OAKLAND CO., MI.

## EXHIBIT "A" TO THE PRO AGREEMENT



8615 RICHARDSON ROAD  
COMMERCE TWP., MI. 48390  
PHONE: 248-363-2550  
FAX: 248-363-1646



# EXHIBIT "A"

## DESCRIPTION

PART OF THE SOUTHEAST ¼ OF SECTION 30 AND PART OF THE SOUTHWEST ¼ OF SECTION 29, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE C/L OF NINE MILE ROAD AND THE WEST LINE OF SECTION 30, ALSO BEING THE EAST LINE OF SECTION 29, SAID INTERSECTION BEING N 02°55'33" W, 856.10 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE S 72°10'25" W ALONG THE C/L OF NINE MILE ROAD, 225.47 FEET; THENCE N 03°29'24" W, 338.57 FEET; THENCE S 86°30'35" W, 324.26 FEET; THENCE S 03°29'25" E, 94.19 FEET; THENCE S 81°07'19" W, 123.77 FEET; THENCE S 87°09'55" W, 126.82 FEET; THENCE S 02°48'50" E, 410.12 FEET TO THE C/L OF NINE MILE ROAD; THENCE S 57°34'11" W ALONG THE C/L OF NINE MILE ROAD 181.85 FEET; THENCE S 53°31'53" W ALONG THE C/L OF NINE MILE ROAD, 288.11 FEET; THENCE N 02°57'55" W, 718.50 FEET; THENCE S 50°15'11" W, 152.36 FEET; THENCE N 02°57'42" W, 953.24 FEET; THENCE N 85°45'28" E, 1317.06 FEET TO THE WEST LINE OF SECTION 30, ALSO BEING THE EAST LINE OF SECTION 29; THENCE N 02°55'33" W ALONG SAID SECTION LINE 0.79 FEET; THENCE N 86°30'23" E, 851.95 FEET; THENCE S 03°01'41" E, 400.57 FEET; THENCE S 18°05'04" W, 59.92 FEET; THENCE S 38°22'03" W, 540.46 FEET; THENCE S 03°49'56" E, 169.15 FEET TO THE C/L OF NINE MILE ROAD; THENCE S 75°23'04" W ALONG THE C/L OF NINE MILE ROAD, 487.26 FEET TO THE WEST LINE OF SECTION 30, ALSO BEING THE EAST LINE OF SECTION 29, THENCE S 02°55'33" E ALONG SAID SECTION LINE 1.18 FEET TO THE POINT OF BEGINNING. CONTAINING 50.61 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.



*Joseph C. Kapelczak*

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Scale:  
1"=400'  
Date:  
2/27/19  
Job No.:  
10522  
Plt. No.:  
1092

## TERRA

PART OF THE SE 1/4 SEC 30 &  
PART OF THE SW 1/4 SEC: 29  
T.1N.,R.8E., CITY OF NOVI, OAKLAND CO., MI.

EXHIBIT "A" TO THE  
PRO AGREEMENT



8615 RICHARDSON ROAD  
COMMERCE TWP., MI. 48390  
PHONE: 248-363-2550  
FAX: 248-363-1646

**Exhibit B**

PRO Plan

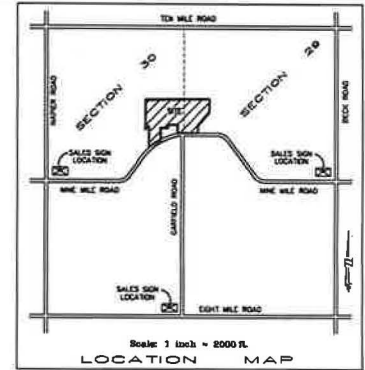
PLANNED REZONING OVERLAY (PRO) PLAN

# VILLA D'ESTE

SECTION 29/30, TOWN 1 NORTH, RANGE 8 EAST,  
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

PREPARED FOR:  
**CAMBRIDGE COMPANIES**

47765 BELLAGIO DR.  
NORTHVILLE, MICHIGAN 48167  
PHONE: 248.248.3800



**LEGAL DESCRIPTION**

PART OF SECTION 29 AND THE SOUTHWEST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MAPS REGISTERED & DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED NORTHEAST 78.85 FEET ALONG THE NORMAL CENTER LINE OF 9 MILE ROAD AND THE SOUTH LINE OF SECTION 29 AND CONTINUING ALONG THE APPARENT CENTER LINE OF 9 MILE ROAD 405.51 FEET AND ALONG SAID CENTER LINE N47°05'18"W 88.25 FEET AND ALONG SAID CENTER LINE N45°30'11"E 55.52 FEET TO THE SOUTH 1/4 CORNER OF SECTION 29 THENCE N0°58'17"E 28.75 FEET THENCE S07°51'10"W 74.26 FEET TO THE EAST LINE OF EVERGREEN ESTATES CONDOMINIUM PLANNING NO. 100 AS RECORDED IN LEBOR 2844 PAGE 11 THROUGH 134, OAKLAND COUNTY RECORDS; THENCE CONTINUING ALONG THE EAST LINE OF EVERGREEN ESTATES CONDOMINIUM PLANNING NO. 100 AS RECORDED IN LEBOR 2844 PAGE 11 THENCE N0°24'27"W 457.48 FEET THENCE N0°24'27"W 457.48 FEET TO THE EAST LINE OF SECTION 30 AND SAID ROAD THE WEST LINE OF SECTION 30 THENCE ALONG SAID ROAD N02°53'07"W 878.12 FEET THENCE N02°02'15"W 457.18 FEET TO THE WEST LINE OF THE INTERNATIONAL TRANSMISSION CORPORATION THENCE ALONG THE WESTERN END OF THE INTERNATIONAL TRANSMISSION CORPORATION CORRIDOR FOR THE FOLLOWING COURSES: S05°14'42"W 463.57 FEET AND S18°03'10"W 50.86 FEET AND S20°21'07"W 540.51 FEET AND S02°05'18"W 185.20 FEET TO THE NORMAL CENTER LINE OF 9 MILE ROAD; THENCE N0°04'18"W 18.14 FEET TO THE EAST LINE OF SECTION 30 THENCE S07°51'10"W 14 FEET ALONG THE NORMAL CENTER LINE OF 9 MILE ROAD S77°12'29"W 35.41 FEET THENCE N02°29'14"W 538.17 FEET THENCE S02°33'10"W 128.81 FEET THENCE S00°02'14"W 34.44 FEET THENCE S07°51'10"W 127.11 FEET THENCE S07°51'10"W 104.50 FEET THENCE S02°42'30"E 415.12 FEET TO THE NORMAL CENTER LINE OF 9 MILE ROAD; THENCE ALONG SAID CENTER LINE S07°51'10"W 81.85 FEET THENCE CONTINUING ALONG SAID CENTER LINE S07°51'10"W 288.11 FEET TO THE POINT OF BEGINNING; CONTAINING 20.22 ACRES AND SUBJECT TO THE RIGHTS OF THE PUBLIC ON 9 MILE ROAD.

**SITE BENCHMARKS**

CITY OF NOVI BM #3041  
862.14  
NORTH FLANGE BOLT ON FIRE HYDRANT LOCATED 180 FEET SOUTHWEST OF INTERSECTION OF EVERGREEN ESTATES AND 9 MILE ROAD.

CITY OF NOVI BM #3042  
863.43  
SANITARY MANHOLE LOCATED IN FRONT ON WEST SOE OF #18750 9 MILE ROAD.

CITY OF NOVI BM #3043  
860.14  
FOUND CUT BOX ON THE WEST END OF A CONCRETE HEADWALL OVER A NORTH TO SOUTH FLOWING DRAIN AT THE INTERSECTIONS OF 9 MILE AND GARFIELD.



WOODLAND PLANS PREPARED BY: **ALLEN DESIGN, LLC** LANDSCAPE ARCHITECTURE  
557 CARPENTER  
NORTHVILLE, MICHIGAN 48167  
PHONE: 248.467.4668

TOPOGRAPHIC & BOUNDARY SURVEY BY: **JCK GROUP, INC.**  
8615 RICHARDSON ROAD,  
COMMERCE TWP., MICHIGAN 48390  
PHONE: 248.363.2550

WETLAND FLAGGING PREPARED BY: **WILSON ROAD GROUP, INC.**  
323 JEFFERSON  
LAPEER, MICHIGAN 48446  
PHONE: 810.664.6300

LANDSCAPE PLANS PREPARED BY: **DEAK PLANNING + DESIGN**  
143 CADYCENTRE #78,  
NORTHVILLE, MICHIGAN 48167  
PHONE: 866.355.4204

ENGINEER'S SEAL	REVISIONS	
	1. Issue 10/07	8-10-07
	2. Issue 10/07	9-3-07
	3. Issue 10/07	8-28-07
	4. Issue 10/07	1-28-08
	5. Issue 10/07	8-9-08

COVER SHEET

**SKIBER, KEAST ENGINEERING, L.L.C.**

100 WASHINGTON • SUITE 10 • NORTHVILLE, MI • 48907  
PHONE: 248.308.3331 FAX: 248.340.8822

SHEET 1



REGULATED WETLAND	AREA (AC)	WETLAND IMPACT AREA (AC)	25' WETLAND BUFFER DISTURBANCE (AC)
A	0.113	0	0
B	1.384	0.05	0.18
C	4.804	0.03	0.10
D	2.816	0	0
E	0.473	0	0
F	1.067	0	0
G	0.249	0	0
H	0.023	0	0
J	0.537	0	0
K	0.188	0	0
L	0.077	0	0
M	0.106	0.01	0.13
<b>TOTAL:</b>	<b>12.011</b>	<b>0.09</b>	<b>0.42</b>

SYMBOL	DESCRIPTION	QUANTITY	PANEL	FOOT
1"	"BUILT" SIGN (R-2)	1	1	
2"	"KEEP RIGHT" SIGN (R-4)	4	4	
3"	"NO PARKING ANY TIME" SIGN (R-1)	12	8	
4"	"75 MPH SPEED LIMIT" SIGN (R-1) (25)	1	1	
5"	"STOP" SIGN (R-1) (30)	1	1	
6"	"STREET NAME" SIGN (O-3-1)	3	0	
7"	"NO OUTLET" SIGN (O-3-1)	1	0	

**LEGEND**

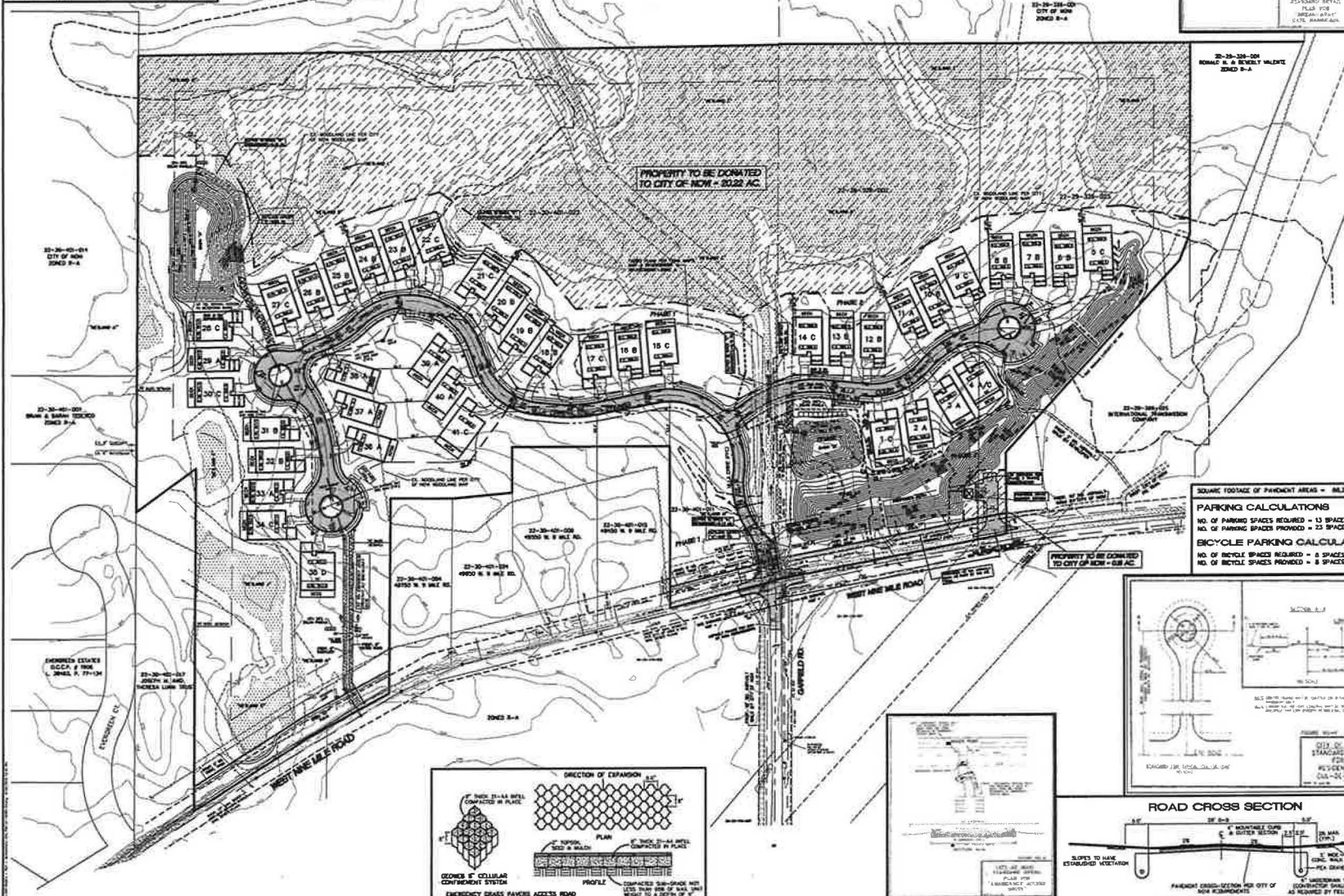
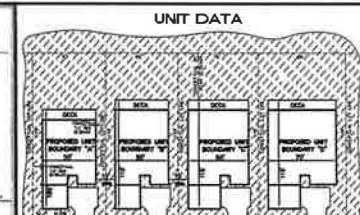
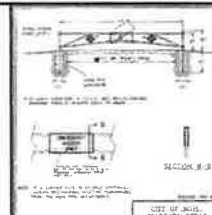
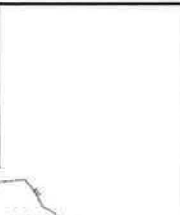
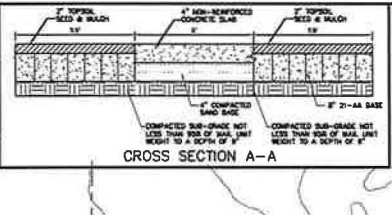
WETLAND IMPACT

25' WETLAND BUFFER DISTURBANCE

**SIGNAGE NOTES**

1. STREET NAME SIGNS SHOULD BE PLACED ATOP THE INTERIOR YIELD SIGNS AND THE EXISTING STOP SIGNS.

2. ALL STREET-NAME SIGNS SHALL COMPLY WITH THE CITY OF NOVI DESIGN STANDARDS.



**ALLOWABLE USES IN LIMITED COMMON ELEMENT AREAS (AT REAR AND SIDES ONLY) COULD INCLUDE FIRE PILES, HOLIDAY HOMES, TRAMPOLINES, SWINGS, GARDENS AND RELATED APPLIANCES. SETBACKS TO THESE ITEMS TO COMPLY WITH R-1 ZONING SETBACKS.**

**SITE DATA**

PROPOSED PLANNED REZONING OVERLAY (PRO)  
CURRENT ZONING: "R-A"

ALLOWABLE DENSITY (GROSS) = 0.8 UNITS/ACRE  
AREA GROSS = 50.61 ACRES  
PROPOSED NO. OF UNITS = 41  
PROPOSED DENSITY = 41/50.61 = 0.81 UNITS/ACRE

PROPOSED ZONING: "R-1"  
ALLOWABLE DENSITY (GROSS) = 1.03 UNITS/ACRE

**PROPOSED DENSITY EXCLUDING WETLANDS**

ON-SITE WETLAND AREA = 12.01 AC  
AREA NET = 38.60 - 12.01 = 26.59 AC  
NET DENSITY EXCLUDING WETLANDS = 41/26.59 = 1.54 UNITS/ACRE

- PROPOSED IMPROVEMENTS**
- WOODLANDS PLAN, TREE INVENTORY REMOVAL & REPLACEMENT PLAN ARE PROVIDED WITH THIS PRO PLAN SET.
  - MUNICIPAL SEWER TO BE PROVIDED BY CONNECTING TO A PROPOSED SANITARY SEWER (BY OTHERS) TO BE LOCATED ALONG THE SOUTH SIDE OF 8 MILE ROAD.
  - MUNICIPAL WATER TO BE PROVIDED BY CONNECTING TO AN EXIST. WATER MAIN LOCATED ALONG THE NORTH SIDE OF 9 MILE ROAD WITH TWO CONNECTIONS COMPLETING A LOOPED SYSTEM. ALL INTERNAL WATER MAINS TO BE 4" DIA.
  - STORM WATER DETENTION SHALL BE PROVIDED ON SITE.
  - 5' WIDE CONCRETE SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF INTERIOR ROADWAYS AS SHOWN. ALSO AN 8' WIDE ASPHALT WALK SHALL BE CONSTRUCTED ALONG 9 MILE ROAD, EAST OF SHERFIELD RD. ALL SIDEWALK SURFACES SHALL BE PROVIDED WITH RAMPS & DETECTABLE WARNING SURFACES.
  - ALL ROADWAYS TO BE PRIVATE.
  - A CITY OF NOVI RIGHT-OF-WAY PERMIT IS REQUIRED FOR WORK WITHIN ANY PUBLIC ROAD RIGHT-OF-WAY.

**LEGEND**

EXISTING	PROPOSED	PAVEMENT (ASPHALT)
[Symbol]	[Symbol]	[Symbol]
[Symbol]	[Symbol]	SIDE WALK (CONCRETE)
[Symbol]	[Symbol]	CONCRETE CURB AND GUTTER
[Symbol]	[Symbol]	STORM SEWER
[Symbol]	[Symbol]	SANITARY SEWER
[Symbol]	[Symbol]	WATER MAIN
[Symbol]	[Symbol]	MANHOLE
[Symbol]	[Symbol]	CATCH BASIN W/STREAM GUARD
[Symbol]	[Symbol]	CURB INLET W/8" S&C
[Symbol]	[Symbol]	END SECTION
[Symbol]	[Symbol]	GATE VALVE
[Symbol]	[Symbol]	HYDRANT
[Symbol]	[Symbol]	FLOOD PLAN
[Symbol]	[Symbol]	CONTOURS
[Symbol]	[Symbol]	SPOT ELEVATION

**VILLA D'ESTE**  
SECTION 29/30, TOWN 1 NORTH, RANGE 8 EAST  
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

DATE: 08-0-17 PROJECT: 211.1.1.1 NOV. 2016, 12-2016  
CHECKED BY: P.W. LEAVELLE FILE: 211-001-04

**REVISIONS**

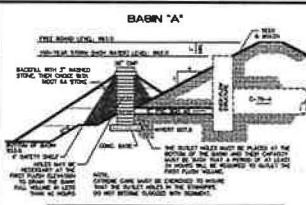
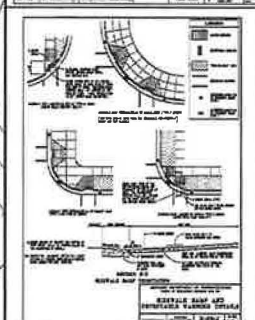
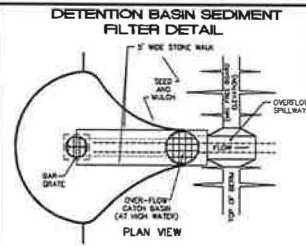
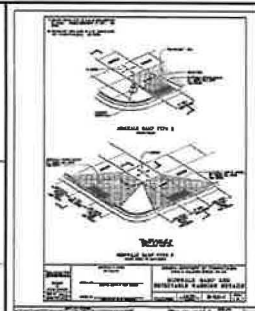
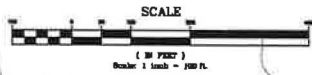
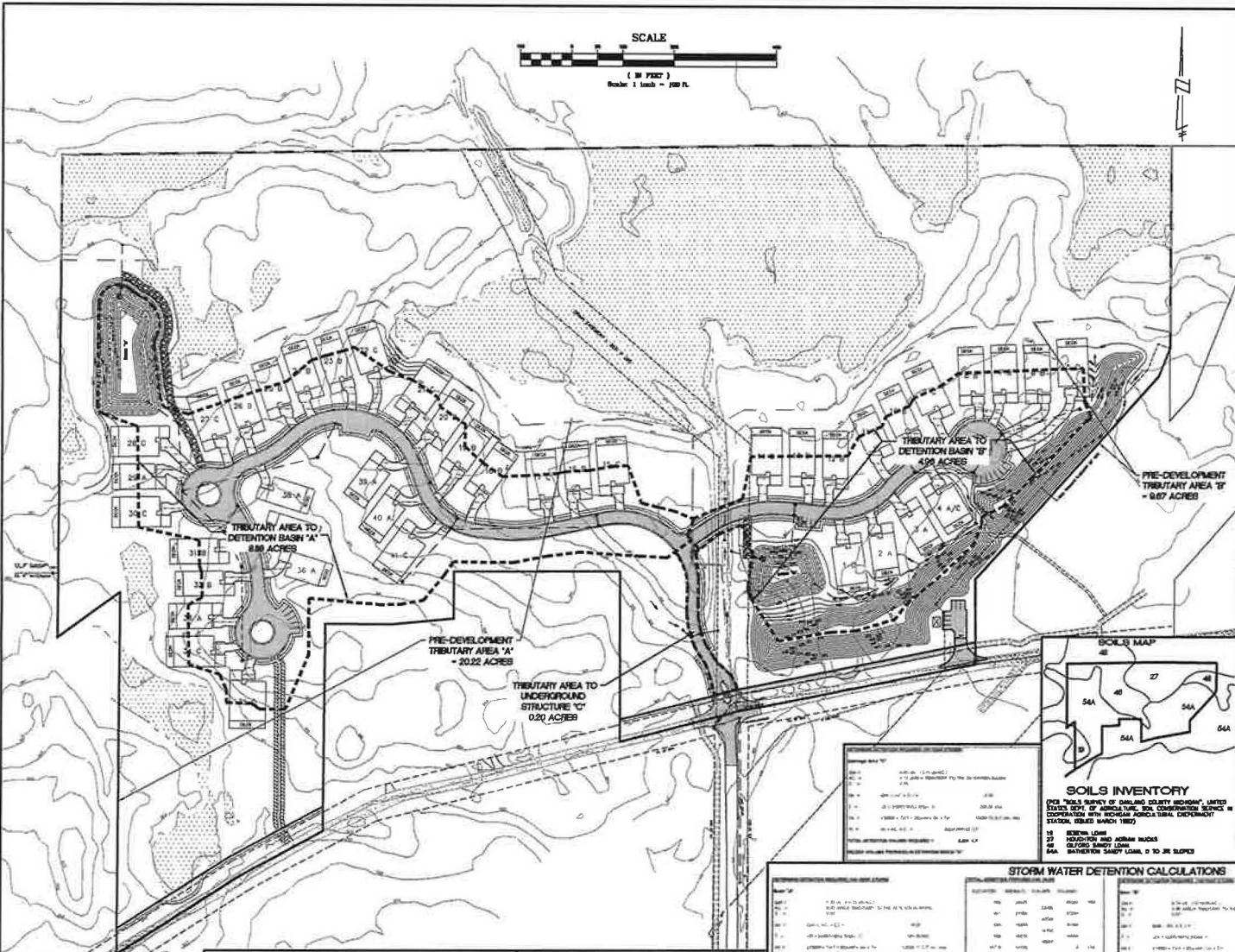
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2	8-1-17	
3	10-10-17	
4	11-20-18	
5	4-10-18	
6	8-7-18	
7	8-1-18	

**OVERALL PLAN**

**SEIBER, KEAST ENGINEERING, L.L.C.**  
CONSULTING ENGINEERS  
100 MANICURE • SUITE 10 • NORTVILLE, MI 48067  
PHONE: 248.356.3331 EMAIL: info@seiberkeast.com

**SHEET 2**



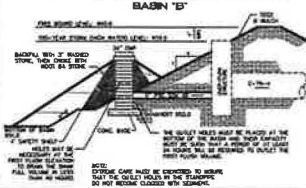


**C-Factor Determination for Basin "A"**  
Tributary Area = 8.86 Ac

Impervious Areas	0.26 Ac
Roofs	1.27 Ac
Driveways and Other	6.34 Ac
<b>Total</b>	<b>7.87 Ac</b>
Permeable Areas	0.99 Ac
Lawns	0.99 Ac
<b>Total</b>	<b>0.99 Ac</b>
<b>C Avg.</b>	<b>0.80</b>

**C-Factor Determination for Basin "B"**  
Tributary Area = 4.99 Ac

Impervious Areas	0.14 Ac
Roofs	0.09 Ac
Driveways and Other	0.88 Ac
<b>Total</b>	<b>1.11 Ac</b>
Permeable Areas	3.88 Ac
Lawns	3.88 Ac
<b>Total</b>	<b>3.88 Ac</b>
<b>C Avg.</b>	<b>0.37</b>



**SOILS INVENTORY**  
THIS SOILS SURVEY OF OAKLAND COUNTY HIGHWAY DEPT. DIVISION OF SOILS, LAND USE, AND CONSERVATION SERVICE IN COOPERATION WITH MICHAEL BAKER CORP. LABORATORY STATION, DATED MARCH 1982.

15 BROWN LOAM  
22 REDUCIBLE AND OTHER MUCKS  
46 OLEND SANDY LOAM  
84A SANDY SILTY LOAM, 0 TO 3% SLOPE

- MAINTENANCE SCHEDULE:**  
THE PROPERTY OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF THE DETENTION BASIN. MAINTENANCE SHOULD BE PERFORMED FOLLOWING ANY STORM AND SHOULD INCLUDE:
- CHECKING THE DEPTH OF SEDIMENT DEPOSIT TO ENSURE THE CAPACITY OF THE BASIN IS ADEQUATE FOR STORM WATER AND SEDIMENT DEPOSITION, AND FOR THE REMOVAL OF SEDIMENT.
  - CHECKING THE BASIN FOR PONDING, SEEPAGE, OR OTHER MECHANICAL DAMAGE.
  - CHECKING FOR THE PRESENCE OF ANY SOIL DAMPING, WHICH WOULD PREVENT PROPER DRAINAGE FROM THE BASIN.
  - CHECKING THE CUTFALL TO ENSURE DRAINAGE IS NOT CAUSING ANY PROBLEMS AND TO ENSURE THE CUTFALL IS NOT CLOGGED.
  - ANY PROBLEMS DISCOVERED DURING THE MAINTENANCE CHECKS SHOULD BE ADDRESSED IMMEDIATELY.
  - SEDIMENT REMOVED DURING CLEANING SHOULD BE PLACED AT AN UPLAND AREA AND STABILIZED TO THAT IT DOES NOT RE-ENTER THE DRAINAGE COURSE.

**PEAK FLOW RUNOFF CALCULATIONS**  
PEAK FLOW (CFS) CALCULATIONS

1000 units = 279.8 cfs, 1 acre = 43.56 acres

0.80 (C) x 0.14 (I) x 0.70 (P) x 20 = 15.32 cfs  
0.37 (C) x 3.88 (I) x 0.70 (P) = 1.00 cfs

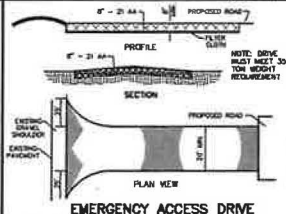
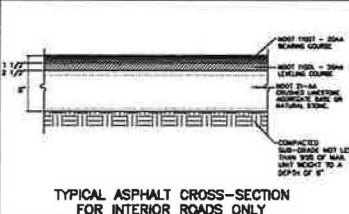
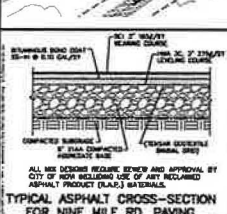
**STORM WATER DETENTION CALCULATIONS**

Basin	Area (Ac)	C-Factor	Runoff (CFS)
Basin A	8.86	0.80	15.32
Basin B	4.99	0.37	1.00
<b>Total</b>	<b>13.85</b>		<b>16.32</b>

**VILLA D'ESTE**  
SECTION 29/30, TOWN 1 NORTH, RANGE 8 EAST  
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

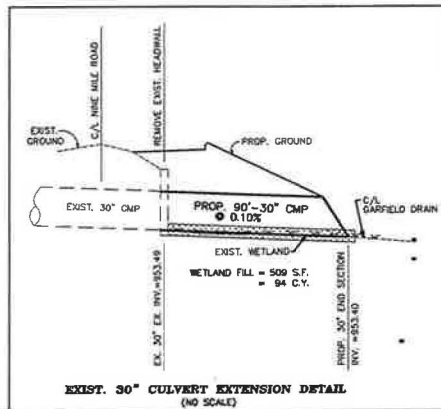
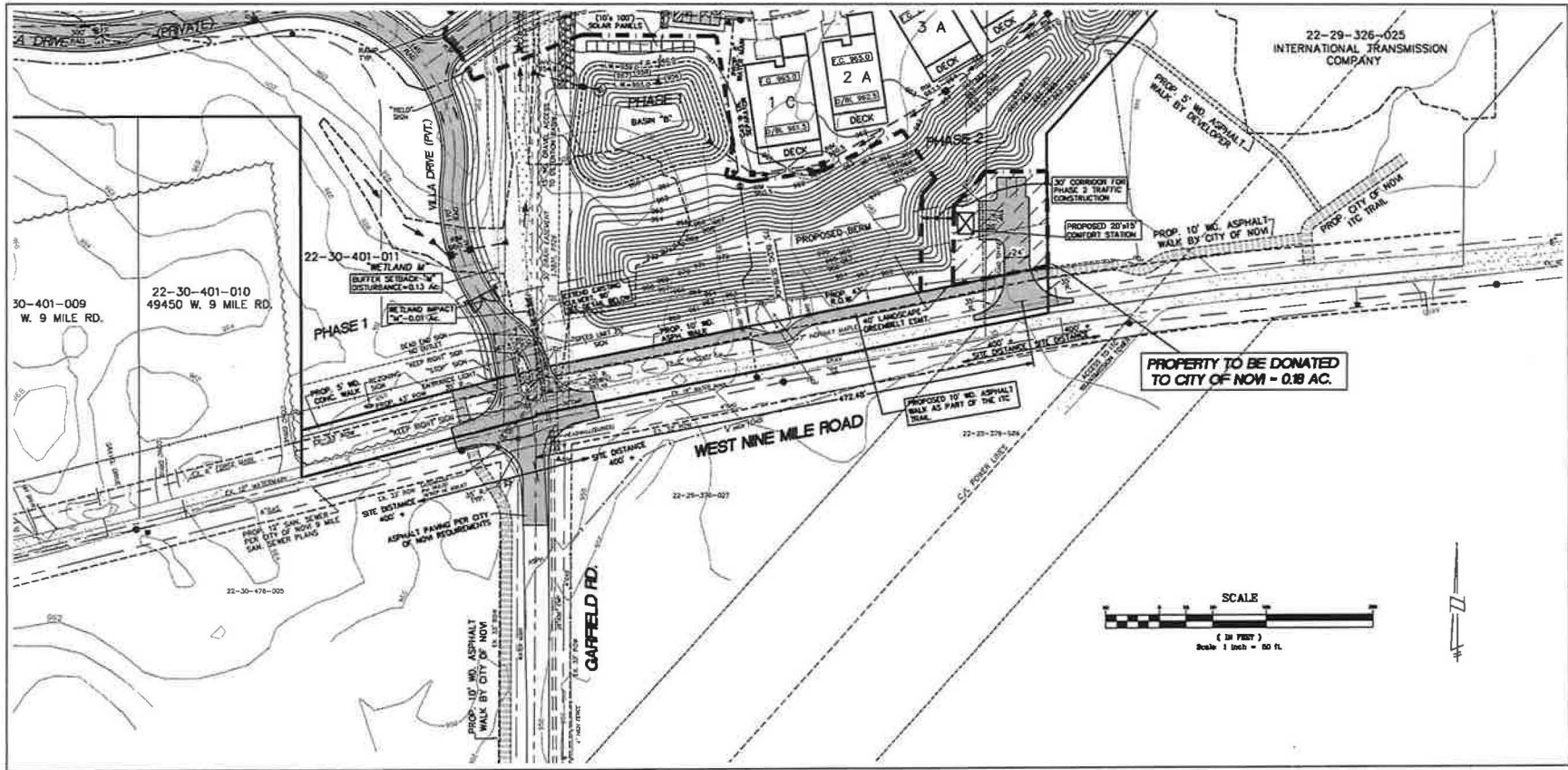
**REVISIONS**

NO.	DATE	DESCRIPTION
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2	03-10-17	ISSUED FOR PERMITS
3	03-10-17	ISSUED FOR PERMITS
4	03-10-17	ISSUED FOR PERMITS
5	03-10-17	ISSUED FOR PERMITS
6	03-10-17	ISSUED FOR PERMITS
7	03-10-17	ISSUED FOR PERMITS
8	03-10-17	ISSUED FOR PERMITS
9	03-10-17	ISSUED FOR PERMITS
10	03-10-17	ISSUED FOR PERMITS



**STORM WATER MANAGEMENT PLAN**

**SEIBER, KRST ENGINEERING, L.L.C.**  
CONSULTING ENGINEERS  
100 MARQUETTE BLVD STE 10 • BENTONVILLE, AR • 72715  
PHONE: 248.308.5331 EMAIL: info@seiberkrst.com



**VILLA D'ESTE**  
 SECTION 29/30, TOWN 1 NORTH, RANGE 8 EAST  
 CITY OF NOV, OAKLAND COUNTY, MICHIGAN

DATE: 06-0-18 PROJECT NO. A-11-000-0000-11-000  
 SHEET NO. 4 OF 4 REVISIONS

**REVISIONS**

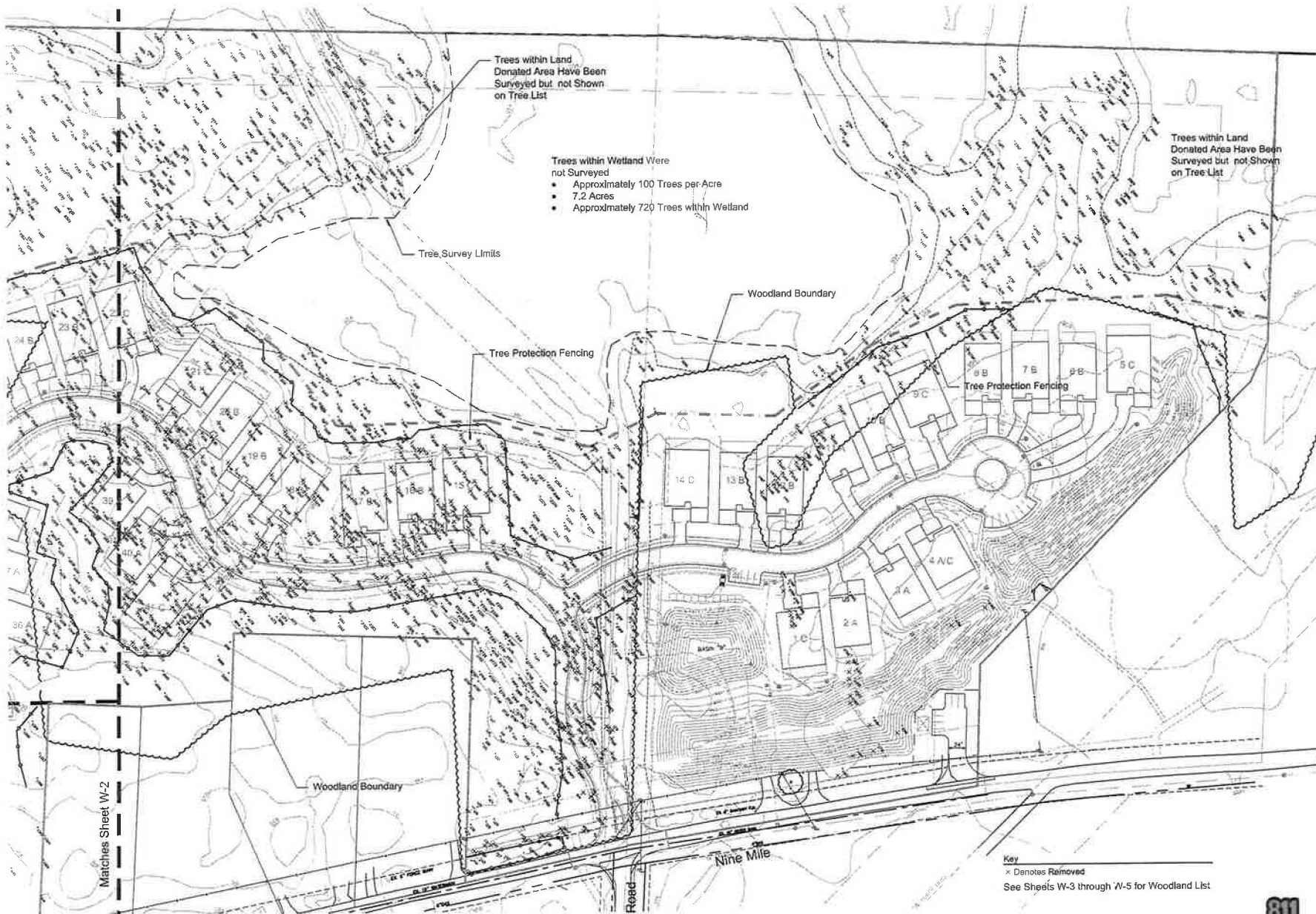
NO.	DESCRIPTION	DATE
1	SENT TO CITY	6-5-18

**ENTRANCE BLVD. PLAN**

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

100 MARQUETTE • SUITE 10 • NORTHVILLE, MI 48947  
 PHONE: 248.228.3331 EMAIL: info@seiberkeast.com

**SHEET 4**



Trees within Land Donated Area Have Been Surveyed but not Shown on Tree List

Trees within Wetland Were not Surveyed

- Approximately 100 Trees per-Acre
- 7.2 Acres
- Approximately 720 Trees within Wetland

Trees within Land Donated Area Have Been Surveyed but not Shown on Tree List

Seal: \_\_\_\_\_



Title: **Woodland Plan**

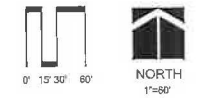
Project: **Villa D'Este  
Novi, MI**

Prepared for:  
Cambridge Homes  
47765 Bellagio  
Northville, Michigan 48167

Revision:	Issued:
Submittal	April 17, 2018
Revised	June 7, 2018
Revised	August 13, 2018
Revised	August 16, 2018
Revised	August 22, 2018

Job Number: **16-008**

Drawn By: **jon**      Checked By: **jon**

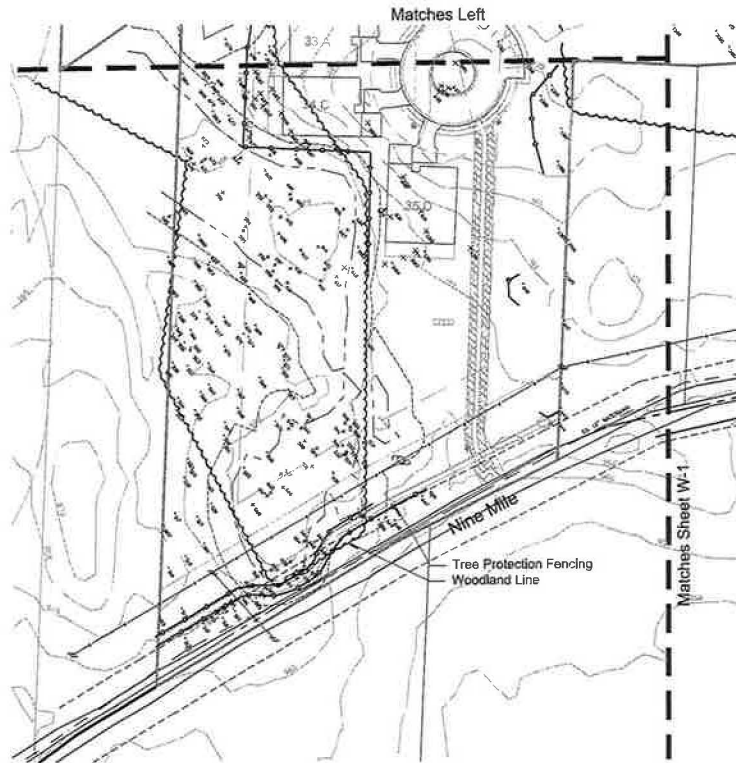
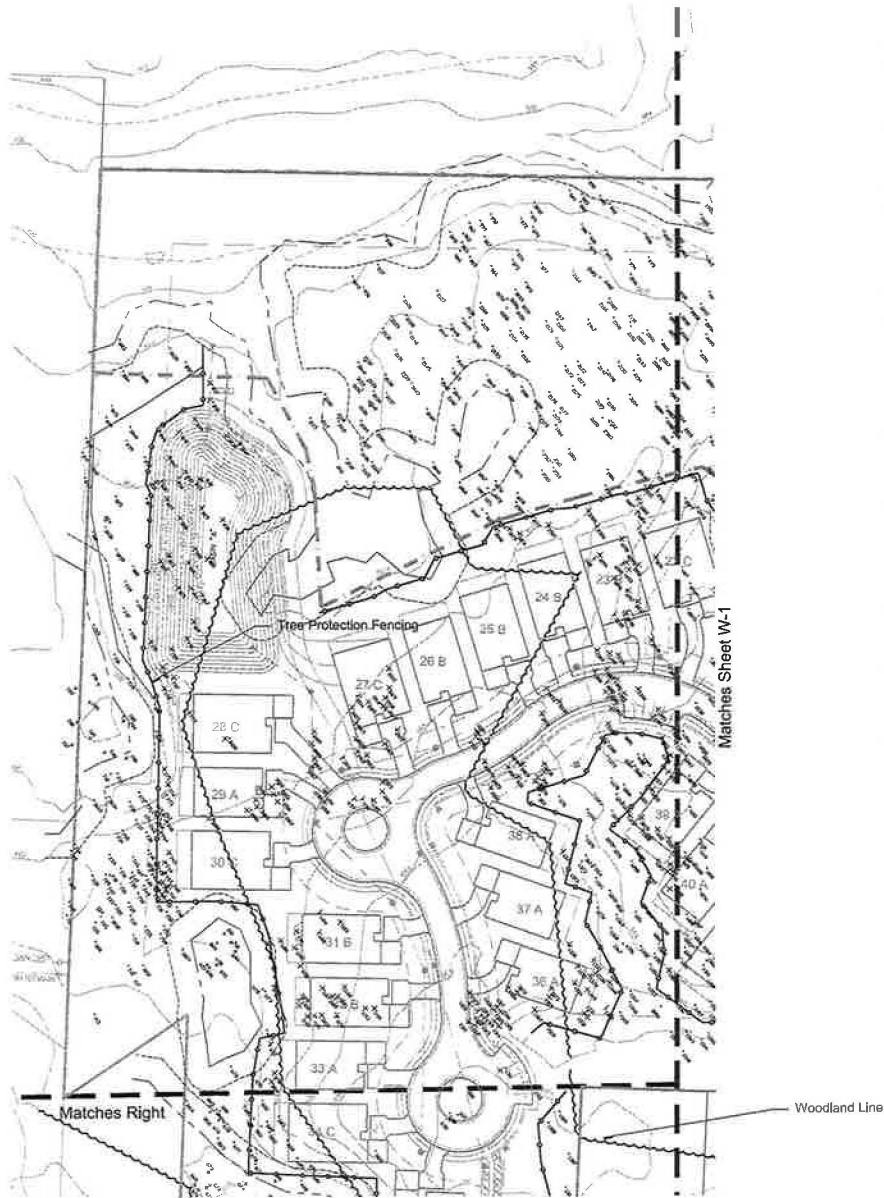


Key  
 x Denotes Removed  
 See Sheets W-3 through W-5 for Woodland List



Sheet No. \_\_\_\_\_

**W-1**



Seal: \_\_\_\_\_



Title:  
**Woodland Plan**

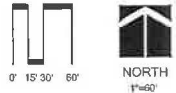
Project:  
**Villa D'Este  
 Novi, MI**

Prepared for:  
 Cambridge Homes  
 47765 Belleagio  
 Northville, Michigan 48167

Revision:	Issued:
Submitted	April 17, 2018
Revised	June 7, 2017
Revised	August 15, 2018
Revised	August 14, 2018
Revised	August 22, 2018

Job Number:  
 16-028

Drawn By: \_\_\_\_\_ Checked By: \_\_\_\_\_  
 jca jca



Key  
 / Denotes Removed  
 See Sheets W-3 Through W-5 for Woodland List



Sheet No. \_\_\_\_\_

**W-2**





Tree List

Table with columns: Tag #, Diameter, Common Name, Botanical Name, Condition, Remarks, Required Replacement, Credits, Tag #, Diameter, Common Name, Botanical Name, Condition, Remarks, Required Replacement, Credits. Contains a comprehensive list of trees with their respective details.



Seal:



Title: Woodland List

Project: Villa D'Este Novi, MI

Prepared for: Cambridge Homes 47765 Bellagio Northville, Michigan 48167

Revision: Issued: Submitted: April 17, 2018 Revised: August 15, 2018 Ranked: August 16, 2018 Revisited: August 22, 2018

Job Number: 16-008

Drawn By: Checked By:

Scale: True will be shown True is located outside of a residential area and will be shown True is located in a residential wooded area and will be removed. True is located in a residential wooded area and will be removed. Example: True is located outside of a residential area and will be shown.

Sheet No. W-4

### Tree List

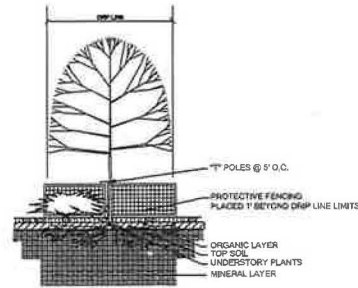
Tag #	Diameter	Common Name	Botanical Name	Condition	Remarks	Required Replacement	Credits
3185	9	American Elm	Ulmus americana	Good	Remove	1	
3186	13	American Elm	Ulmus americana	Good	Remove	1	
3187	8	Silver Maple	Acer saccharinum	Good	Exempt		
3188	10	American Elm	Ulmus americana	Good	Remove	1	
3189	21	Eastern Cottonwood	Populus deltoides	Good	Save		
3191	12	Silver Maple	Acer saccharinum	Good	Save		
3192	10	Silver Maple	Acer saccharinum	Good	Save		
3193	10	Silver Maple	Acer saccharinum	Good	Save		
3194	16	Silver Maple	Acer saccharinum	Good	Save		
3195	18	Silver Maple	Acer saccharinum	Good	Save		
3196	18	Silver Maple	Acer saccharinum	Good	Save		
<b>Woodland Replacement Required</b>						<b>1629</b>	
<b>Woodland Credits</b>							<b>177</b>

### Woodland Summary

Total Trees Surveyed	1,353 Trees	
Un-Surveyed Trees in Wetland	720 Trees	
Surveyed Trees in Land Donation	418 Trees	
Less Non-Regulated Trees:		
Exempt Trees	<u>172 Trees</u>	
Net Regulated Trees	2,358 Trees	
Regulated Trees Removed	552 Trees (23.3%)	
Replacement Required		
Trees 8" - 11"	257 trees x 1=	257 Trees
Trees 11" - 20"	204 trees x 2=	408 Trees
Trees 20" - 30"	64 trees x 3=	132 Trees
Trees 30"+	9 trees x 4=	36 Trees
Multi-Stemmed Trees (38 trees)		<u>136 Trees</u>
Sub-Total Replacement Required	<u>1,069 Trees</u>	
Less Credits	127 Credits	
Total Replacement Required	942 Trees	

#### Remarks Key:

Save	Tree will be saved
Credit	Tree is located outside of a woodland area and will be saved.
Remove	Tree is located in a regulated woodland area and will be removed.
Exempt	Tree is dead or located outside of a woodland area.



1. All tree trunks or plant stems below planting shall be treated at or beyond the drip line. Untreated stems shall not be planted.
2. Drip line shall be 1/2" to 1" wider than the trunk diameter.
3. All trees shall be planted in a hole that is 1/2" to 1" wider than the trunk diameter. The hole shall be 1/2" to 1" deeper than the root ball.
4. All trees shall be planted in a hole that is 1/2" to 1" wider than the trunk diameter. The hole shall be 1/2" to 1" deeper than the root ball.
5. Under no circumstances shall a tree be planted in a hole that is less than 1/2" to 1" wider than the trunk diameter.
6. No trees shall be planted in a hole that is less than 1/2" to 1" wider than the trunk diameter.
7. All trees shall be planted in a hole that is 1/2" to 1" wider than the trunk diameter.

### TREE PROTECTION DETAIL

NO SCALE

Seal:



Title:

**Woodland List**

Project:

**Villa D'Este  
Novi, MI**

Prepared for:

Cambridge Homes  
47785 Belleagio  
Northville, Michigan 48167

Revision:

Revision:	Issued:
Submission	April 17, 2018
Revised	June 7, 2018
Revised	August 13, 2018
Revised	August 14, 2018
Revised	August 22, 2018

Job Number:

19-003

Drawn By: \_\_\_\_\_ Checked By: \_\_\_\_\_

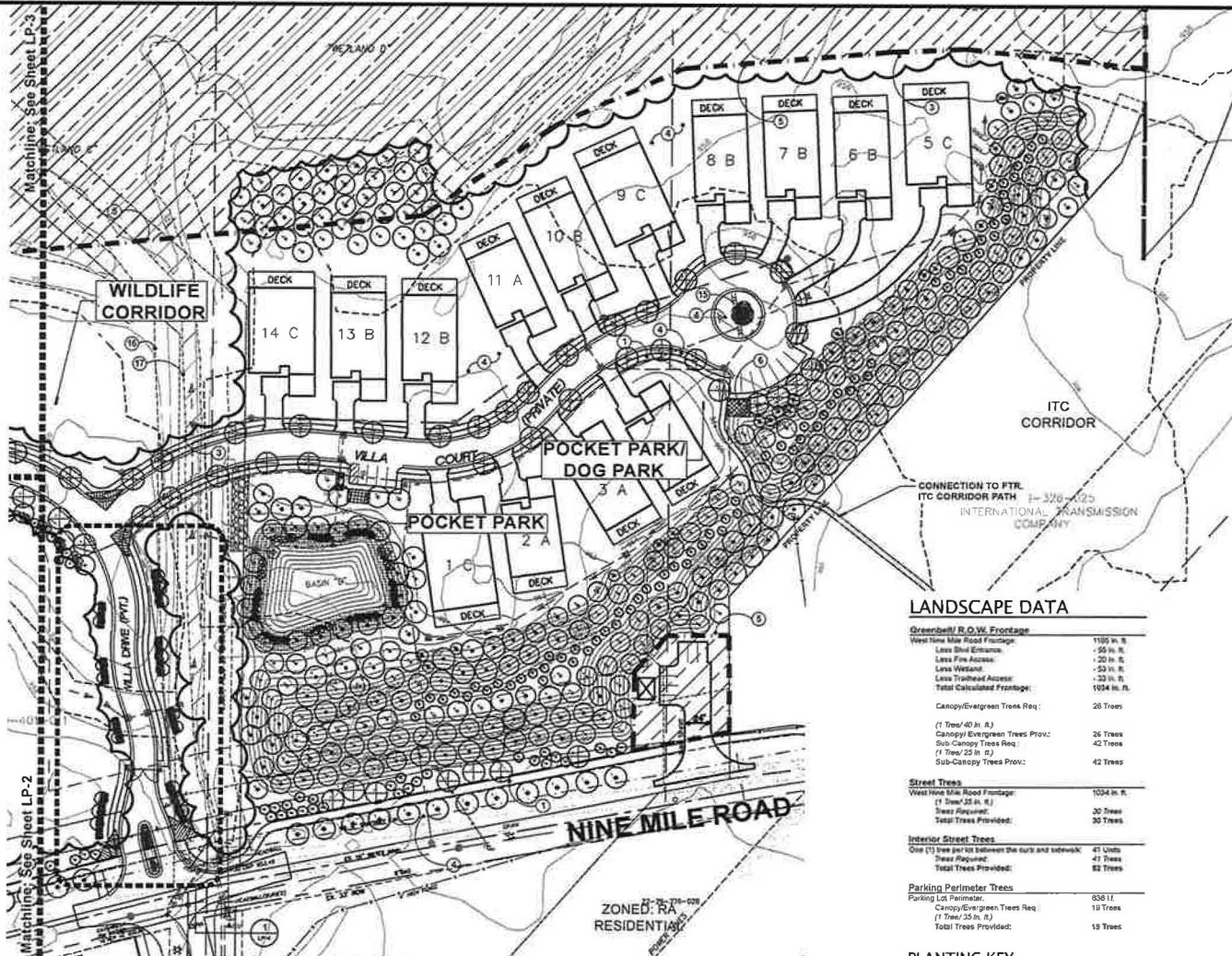
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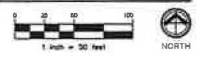
Sheet No.

**W-5**





**CONCEPTUAL SITE PLANTING PLAN**  
SCALE 1" = 50'



- NOTE KEY:**
- 1 4" CONC. CURB - SEE CIVIL DRAWINGS
  - 2 3" CLEAR VISION TRIANGLE
  - 3 PROPOSED LANE OF WOODLAND PRESERVATION
  - 4 PROPOSED LANE OF LAND DONATION TO CITY - SEE CIVIL DRAWINGS
  - 5 SWIM SPACES AREA
  - 6 NO ITEM
  - 7 NO ITEM
  - 8 NO ITEM
  - 9 PROPOSED GATES SOFTWARE
  - 10 PROPOSED WALKWAY
  - 11 WALKWAY
  - 12 DETENTION WATER SEEDS ALL FOR SLOPE EROSION
  - 13 CONTIGUOUS MULCH BED
  - 14 DRIVE & PERSONAL PLANTINGS TOP
  - 15 31 FT. WETLAND STRACK
  - 16 WETLAND LIMITS
  - 17 NO ITEM
  - 18 300' SWIMMING AREA SWIMMING AND WALKWAY COLLECTION

- GENERAL PLANTING REQ.:**
- 1 THE WORK SHALL CONSIST OF PROVIDING ALL NECESSARY MATERIAL, LABOR, EQUIPMENT, TOOLS & SUPERVISION REQUIRED FOR THE COMPLETION OF THE WORK.
  - 2 ALL PLANT MATERIALS SHALL CONFORM TO THE TYPE LISTED ON THE PLANT LIST. SIZES SHALL BE THE MINIMUM LISTED ON THE PLANT LIST UNLESS OTHERWISE NOTED. ALL MEASUREMENTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE A.H.A. STANDARD FOR NURSERY STOCK.
  - 3 ALL TREE LOCATIONS SHALL BE REVIEWED BY LANDSCAPE ARCHITECT AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
  - 4 ALL BRUSH & TRUNK BRUSH TREES TO HAVE A CENTRAL LEADER. TREES WITH FORKS OR PROLIFERATING BRANCHES WILL NOT BE ACCEPTED. ALL CLEMATIS TREES BRUSH TREES TO HAVE STRAIGHT TRUNKS AND STRAIGHT BRANCHES.
  - 5 ALL MULTISTEM TREES SHALL BE HEAVILY BRANCHED AND HAVE DIAPHRAGMATIC CHRONING. ONE SIDED TREES OR THOSE WITH THIN OR OPEN CRONES SHALL NOT BE ACCEPTED.
  - 6 ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE CANOPY. SYMMETRICAL SHAPE AND NOT SPREADER FOR THE LAST FIVE GROWING SEASONS.
  - 7 THE CONTRACTOR IS RESPONSIBLE FOR PLANTING THE MATERIALS AT THE CORRECT GRADES AND SPACING. THE PLANTS SHALL BE ORIENTED AS TO GIVE THE BEST PERFORMANCE.
  - 8 WHEN THE PLANT HAS BEEN PROPERLY SET, THE SOIL MUST BE BACKFILLED WITH A TOPSOIL AND NATIVE SOIL MIXTURE. GRADUALLY FILLING THE HOLLOW AND SETTLING WITH WATER.
  - 9 ALL PLANT MATERIALS SHALL BE PRUNED AND NURSERY PREPARED. THE AMOUNT OF PRUNING SHALL BE LIMITED TO THE REMOVAL OF DEAD OR DAMAGED TWIGS AND TO CORRECTING FOR THE LOSS OF ROOTS FROM TRANSPORTATION. CUTS SHOULD BE PLAIN, LEAVING NO STUBS.
  - 10 THE CONTRACTOR AGREES TO GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF TWO (2) YEARS. AT THAT TIME THE CONTRACTOR REPRESENTATIVE RESERVES THE RIGHT FOR FINAL INSPECTION. PLANT MATERIALS WITH SIX (6) MONTHS OR LESS TO BE REPLACED. THIS GUARANTEE INCLUDES THE PERIOD OF BUDS & LEAVES. LANDSCAPE ARCHITECT'S TREE REPLACEMENT PLANTS SHALL BE GUARANTEED FOR THE PERIOD OF ONE YEAR.
  - 11 TOPSOIL SHALL BE FRAGILE. FERTILE TOPSOIL OF CLAY LOAM CHARACTER. CONTAINING AT LEAST 1% BUT NOT MORE THAN 0.5% BY WEIGHT OF ORGANIC MATTER WITH A PH RANGE FROM 6.0 TO 7.0. SOIL SHALL BE FREE FROM CLUMPS OF BUDS & LEAVES, PLANT ROOTS, STUBS AND OTHER FOREIGN MATERIALS.
  - 12 IRRIIGATION TO BE USED WITHIN THE ONE (1) YEAR OF PLANTING TREES. HAND WATER ALL LAWN AREAS WITHIN ONE (1) YEAR OF PLANTING.
  - 13 IT IS MANDATORY THAT POST HOE DRAINAGE IS PROVIDED ANYWHERE FROM ALL BUILDINGS, PATIOS AND PAVED AREAS.
  - 14 ALL PLANTING BEDS SHALL RECEIVE 4" OF SPREAD BARK MULCH. SEE SPECIFICATION.
  - 15 800' X 200' LAWN AREA - ALL LAWN AREAS BETWEEN CURBS AND BUILDINGS OR BETWEEN BUILDINGS TO BE LAWN TO BE LAYED BEFORE TOPSOIL PLACEMENT.
  - 16 800' X 200' SHALL BE TWO YEAR OLD "MANHOLE-PROOF" POLYETHYLENE BLUE GRASS OR OTHER FULL SUN TOLERANT GRASS.

**LANDSCAPE DATA**

**Greenbelt R.O.W. Frontage**

West Side Main Road Frontage	1195 ft. R.
Less Blvd Entrance	- 50 ft. R.
Less Fire Access	- 30 ft. R.
Less Wetland	- 53 ft. R.
Less Wetland Access	- 33 ft. R.
Total Calculated Frontage	1034 ft. R.

**Canopy/Evergreen Trees Req:** 28 Trees

(1 Tree/40 ft. R.)

**Canopy/Evergreen Trees Prov:** 36 Trees

**Sub-Canopy Trees Req:** 42 Trees

(1 Tree/25 ft. R.)

**Sub-Canopy Trees Prov:** 42 Trees

**Street Trees**

**West Side Main Road Frontage:** 1034 ft. R.

(1 Tree/25 ft. R.)

**Trees Required:** 30 Trees

**Total Trees Provided:** 30 Trees

**Interior Street Trees**

**One (1) Tree per lot between the curb and sidewalk:** 47 Units

**Trees Required:** 47 Trees

**Total Trees Provided:** 82 Trees

**Parking Perimeter Trees**

**Parking Lot Perimeter:** 656 ft.

**Canopy/Evergreen Trees Req:** 19 Trees

(1 Tree/25 ft. R.)

**Total Trees Provided:** 19 Trees

- PLANTING KEY**
- STREET TREES
  - GREENBELT TREES
  - INTERIOR ROAD TREES
  - DETENTION BASIN TREES
  - WOODLAND REPLACEMENT TREES
  - PARKING TREES

- PLANT MIX**
- ALL PLANTING/PERENNIAL BEDS TO RECEIVE:
- 1 6" X 12" FINE COMPOST MAT
  - 1 4" LAY SAND ORGANIC
  - 1 1" BIRD SEEDING
  - 1 1" MULCH PURPOSE FERTILIZER
- PER 100 SQ FT BED AREA.
- HAND TILL INTO SOIL TO A DEPTH OF 12" MINIMUM
- MULCH**
- MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK MULCH
- NO GROUND WOOD PALETTE MULCH PERMITTED
- TOPSOIL**
- CONTRACTOR TO TELL OF DEEA SUPERVISOR 10' OF EXISTING AND INSTALL 4" COMPACTED DEPTH TOPSOIL IN ALL LAWN AREAS - TOPSOIL SHALL BE PROVIDED BY CONTRACTOR
- PLANT KEY**
- TREE SYMBOL
  - TREE TYPE KEY - SEE PLANT LIST SHEET LPA-2
  - QUANTITY
  - PLANTING DETAILS - SEE SHEET LPA-4
- IRRIGATION**
- ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH A FULLY AUTOMATIC IRRIGATION SYSTEM
- NOT TO BE USED AS CONSTRUCTION DRAWING



PROJECT SPONSOR:  
Cambridge Homes, Inc.  
47765 DeLaigo Drive  
Northville, MI 48167  
248.348.1300

PREPARED BY:  
PROJECT NO.:  
DATE:  
REVISED BY:  
DATE:  
REVISED BY:  
DATE:

SHEET TITLE:  
**CONCEPTUAL LANDSCAPE PLAN**

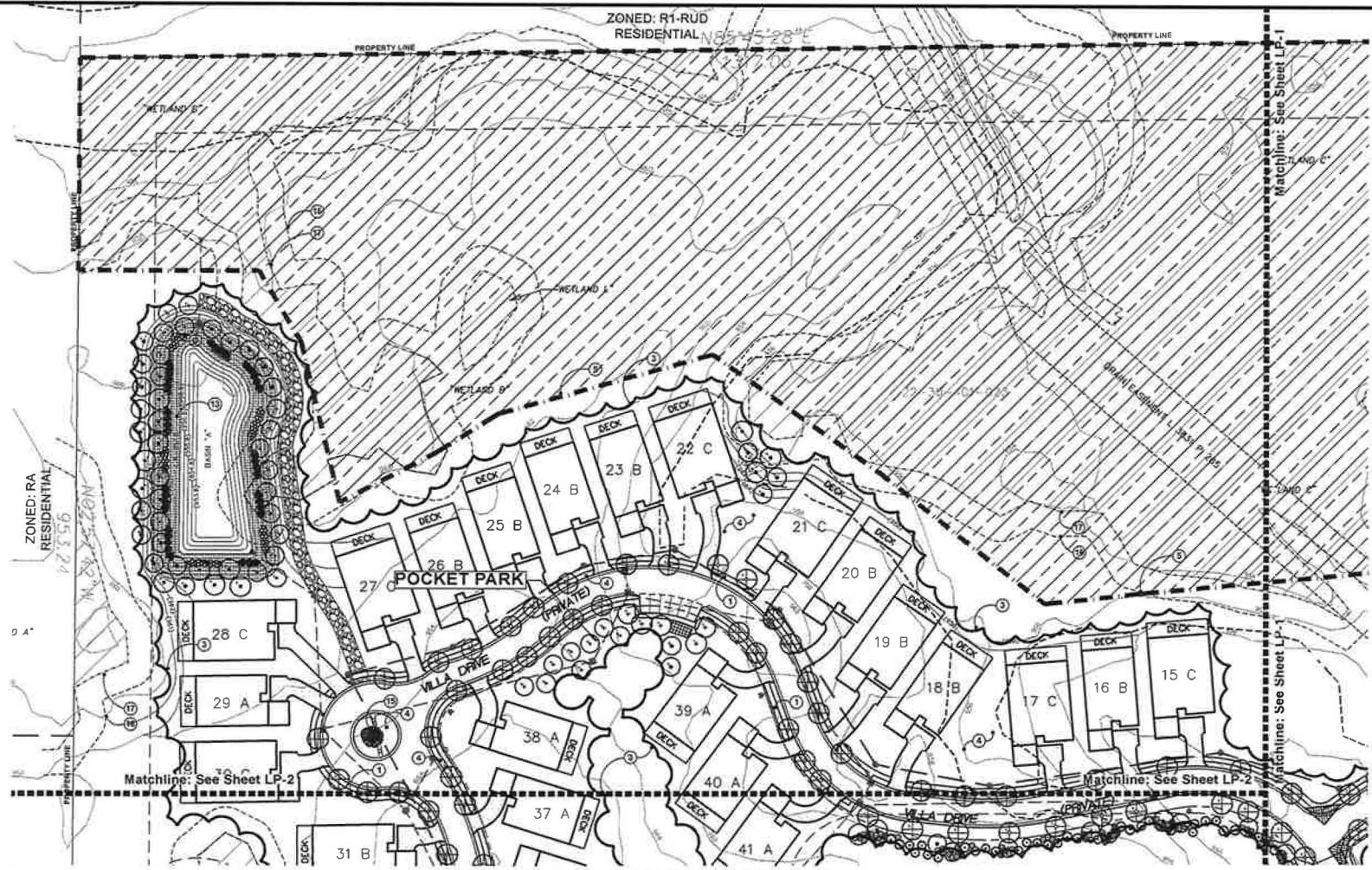
PROJECT NO.:  
121713

SHEET NO.:  
LP-1





ZONED: R1-RUD  
RESIDENTIAL



**CONCEPTUAL SITE PLANTING PLAN**

SCALE 1" = 50'

**NOTE KEY:**

- 1 NEW CONCRETE WALK - SEE CIVIL DRAWING
- 2 3" DEEP WASH CHANNEL
- 3 PROPOSED LIMITS OF WOODLAND PRESERVATION
- 4 PROPOSED LIMITS OF LAND DONATION TO CITY - SEE CIVIL DRAWING
- 5 UNION REPRESENT AREA
- 6 NO ITEM
- 7 NO ITEM
- 8 NO ITEM
- 9 PROPOSED GATED ENTRANCE
- 10 PROPOSED WIRE RACKS
- 11 W/ITEM
- 12 DETENTION W/INFEED SEE S&P FOR SIZE & SLOPE
- 13 CONTINUOUS MULCH BED
- 14 STRIPES & PERENNIAL PLANTINGS TYP
- 15 18" FT. MULCH STRIPS
- 16 W/CLAND LIMITS
- 17 NO ITEM
- 18 SPEC HAZARDOUS AREA W/SPRINKLER AND WHITE COLLECTION

**GENERAL PLANTING REQ.:**

- 1 THE OWNER SHALL COMPLY WITH ALL NECESSARY MATERIAL, LABOR, EQUIPMENT, TOOLS, AND SUPPLIES REQUIRED FOR THE COMPLETION OF THE DRAWING.
- 2 ALL PLANT MATERIALS SHALL CONFORM TO THE TYPE LISTED ON THIS PLAN. THE SIZE SHALL BE THE MINIMUM LISTED ON THE PLANT LIST ON LAMPS. ALL DIMENSIONS SHALL BE TO THE LATEST EDITION OF THE "NURSERY STANDARDS FOR HARBURY STOCK".
- 3 ALL TREE LOCATIONS SHALL BE REVIEWED BY LANDSCAPE ARCHITECT AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIALS.
- 4 ALL BARELY TRUNK BRANCH TREES TO HAVE A CENTRAL LEADLIP FOR THE CORRECT GRADES AND SLOPES. THE PLANTS SHALL BE ACCEPTED. ALL SINGLE STEM BARK TREES TO HAVE STRONG TRUNKING AND FUNCTIONAL CHRONING.
- 5 ALL HEALTHY TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CHRONING. ONE SEEDLING ON THOSE WITH TRUNK OR OPEN CHRONING SHALL NOT BE ACCEPTED.
- 6 ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FALL TO THE GROUND SYMMETRICAL CHRONING AND NOT BE ACCEPTED FOR THE LAST FIVE GROWING SEASONS.
- 7 THE CONTRACTOR IS RESPONSIBLE FOR PLANTING THE MATERIALS AS ORIENTED AS TO GIVE THE BEST APPEARANCE.
- 8 WHEN THE PLANT HAS BEEN PROPERLY SET, THE PLANT SHALL BE BACKFILLED WITH A TOPSOIL AND NATIVE SOIL MIXTURE. GRAVELLY FILLING, PATHS AND STRUCTURES WITH WATER.
- 9 ALL PLANT MATERIALS SHALL BE IRRIANATED AND IRRIGATION REQUIRED. THE AMOUNT OF IRRIGATION SHALL BE LIMITED TO THE REMOVAL OF SOIL SALINITY THROUGHOUT THE PERIOD OF THE PLANTING. CUTS SHOULD BE PLUGGED, LEAVING NO STUBS.
- 10 THE CONTRACTOR AGREES TO GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF TWO YEARS. THAT THE CONTRACTOR REPRESENTATIVE ACCEPTS THE PLANT FOR A FINAL INSPECTION. PLANT MATERIALS WITH ONE YEAR GUARANTEE. THIS GUARANTEE INCLUDES THE IRRIGATION AND CARE OF PLANTS. IRRIGATION AND CARE OF PLANTS SHALL ALSO BE GUARANTEED FOR THE PERIOD OF ONE YEAR.
- 11 TOPSOIL SHALL BE FRUITFUL. FERTILE TOPSOIL OF CLAY LOAM CHARACTER CONTAINING AT LEAST 1% NUTRIENT SHALL BE PROVIDED BY WEIGHT OF ORGANIC MATTER WITH A PH RANGE FROM 6.2 TO 7.4. SOIL SHALL BE PLACED OVER GUT LINES, CONCRETE SLABS, PLANT TOPSOIL PLACEMENT.
- 12 NO MACHINERY IS TO BE USED NEAR THE DRAIN LINE OF EXISTING TREES. HAND MADE ALL LAWN AREAS WITHIN DRAIN LINE OF EXISTING TREES.
- 13 IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS. MULCH SHALL RECEIVE 4" OF IRRIGATED BARK MULCH. SEE SPECIFICATIONS.
- 14 ALL PLANTING BEDS SHALL RECEIVE 4" OF IRRIGATED BARK MULCH. SEE SPECIFICATIONS.
- 15 100% RED LAMN AREAS - ALL LAWN AREAS BETWEEN CURVES AND BUILDINGS OR BETWEEN BUILDINGS TO SOIL TO 4" DEEP BEFORE TOP SOIL PLACEMENT.
- 16 SOIL SHALL BE TWO YEAR OLD "NADONORPHOSPHOR" POTENTUARY BLUE GRASS GROWN IN A 500 HARBURY ON LAWN SOIL.

**PLANT MIX**

ALL PLANTING/ PERENNIAL BEDS TO RECEIVE:  
 1 40 LB BAG ORGANIC FEAT  
 1 40 LB BAG ORGANIC  
 1 100 LB BAG ORGANIC  
 MULTI-PURPOSE FERTILIZER  
 PER 100 SQ FT BED AREA.  
 HAND TILL INTO SOIL TO A DEPTH OF 12" MINIMUM

**MULCH**

MULCH TO BE DOUBLE SHREDED HARDWOOD BARK MULCH  
 NO GROUND WOOD PALLETTE MULCH PERMITTED

**TOPSOIL**

CONTRACTOR TO TILL ON EXISTING EQUIPMENT 10" DEPTH AND INSTALL 4" COMPACTED DEPTH TOPSOIL IN ALL LAWN AREAS - TOPSOIL SHALL BE PROVIDED BY CONTRACTOR

**PLANT KEY**

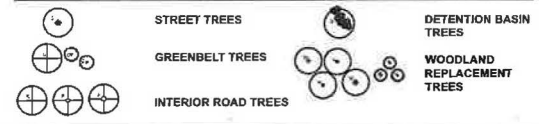


**IRRIGATION**

ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH A FULLY AUTOMATIC IRRIGATION SYSTEM.

NOT TO BE USED AS CONSTRUCTION DRAWING

**PLANTING KEY**



**deak**  
 PLANNING + DESIGN  
 143 cadycentre 870  
 northville, mi 48167  
 (734) 866-3554-4204  
 (734) 248-436-3392  
 deakplanningdesign.com

VILLA D'ESTE  
 PROPOSED DETACHED CONDOMINIUMS - NOVI, MI



project sponsor:  
 Cambridge Homes, Inc.  
 47755 Redrup Drive  
 Northville, MI 48177  
 248.348.3300

designer: deak planning + design llc

revisions:

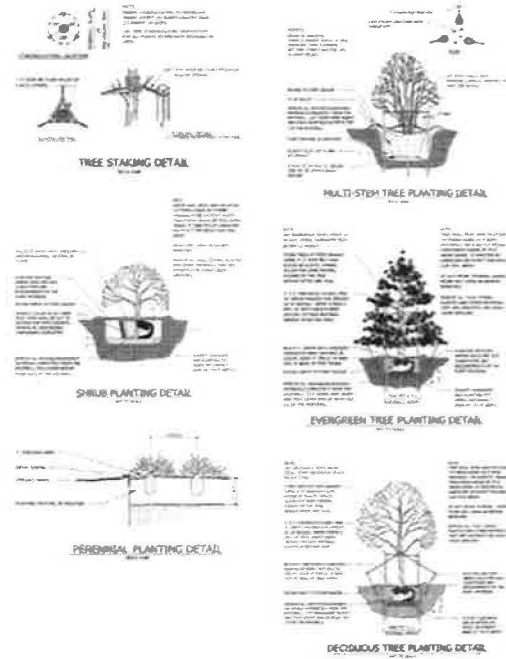
NO.	DATE	DESCRIPTION
1	08/17/17	PROJ APP. PLS.
2	10/25/17	REVISIONS
3	01/15/18	REVISIONS
4	04/13/18	REVISIONS

sheet title:  
**CONCEPTUAL LANDSCAPE PLAN**

project no.  
 121713

sheet no.  
**LP-3**

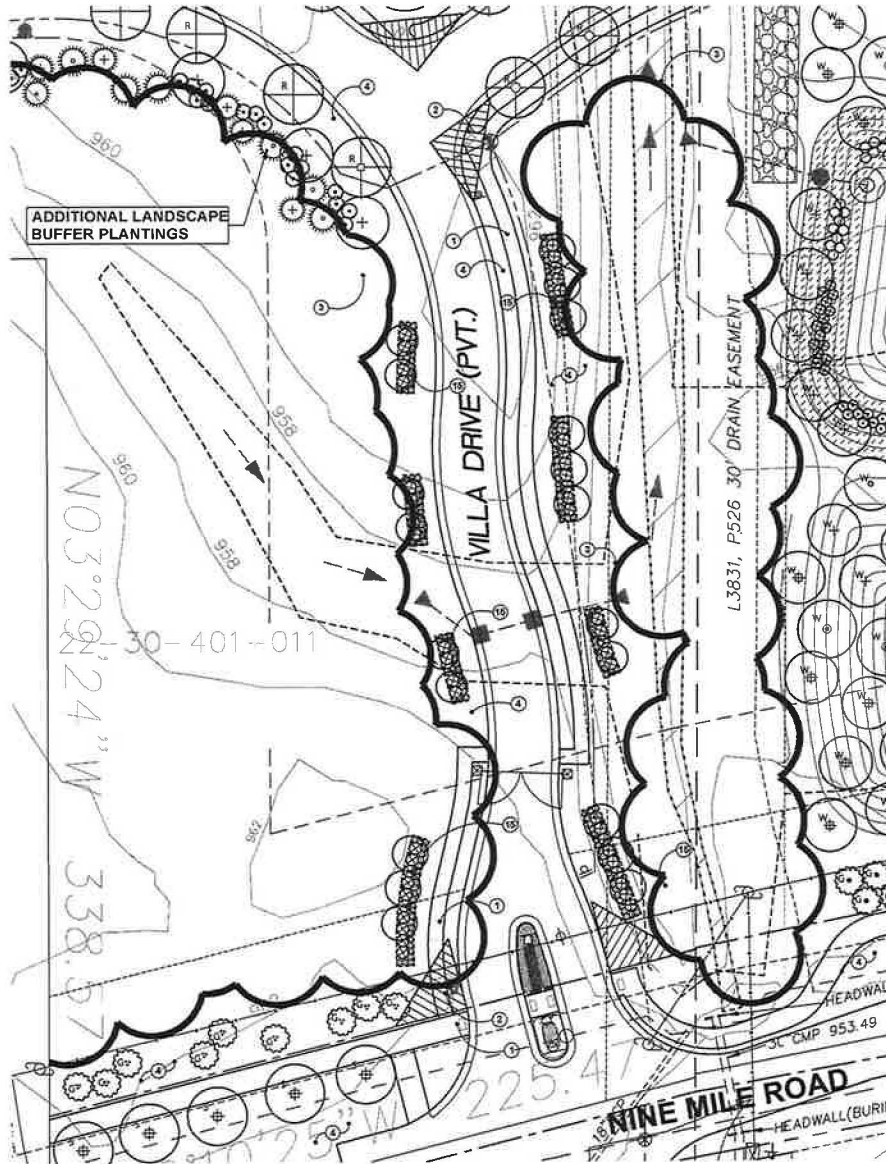
## NOVI PLANTING DETAILS



## NOVI LANDSCAPE SPECIFICATIONS

1. **Interview in the office** prior to landscape plan. The City will participate in consultation with the approved four-stage landscape plan.
  - (1) All plant materials shall be installed by the date that the approved landscape plan is received in detail, such as, marking, irrigation, and seeding, must be installed and inspected by the City prior to issuance of a Temporary Certificate of Occupancy, Minimum 30 days prior to start of any work on site. All work shall be completed within the 90-day period. The City will provide a Final Certificate of Occupancy, if the contractor is not approved in the time period outlined above, the City will cash in the amount being held for the outstanding items and reissue 90 days later.
  - (2) A City representative will perform landscape inspections following a request from the developer. The inspection time period to have items fixed is 14 days. If an inspection is required between 14 and 30 days, a financial guarantee to be provided based on 30 days. The amount acceptable by a Temporary Certificate of Occupancy is outlined above. Beginning date: 21st of the month for 120 days to complete items or the City will cash in the amount being held and finish the job.
  - (3) The maintenance period for the plant material guarantee will occur beginning at the Final Certificate of Occupancy approval 2 years from all date. All plantings shall be properly planted as to be in a healthy, growing condition at the conclusion of the establishment period. At the end of the establishment period, any plantings which are 20% dead or graying, shall be replaced.
  - (4) Plants of insufficient size shall be replaced.
  - (5) The meter or developer may notify the City of an installation schedule. The City may reject any material which is defective or generally poor condition.
  - (6) To ensure proper installation and as a condition of Final Site Plan approval, the property owner shall enter into and record with the office of the Oakland County Register of Deeds a Landscape Maintenance Agreement, or include such provisions as part of subdivision plat or a subdivision master deed, each of which shall be approved by the City Attorney. Such document shall identify the minimum plant material and shall include any other conditions. Such document shall also include provisions for all materials and their material will be replaced within 120 days of the final approval. Any such replacement shall be at the discretion of the City. If the City is not satisfied with the results of the inspection, the City may request the developer to replace the plant material at their expense. If the City is not satisfied with the results of the inspection, the City may request the developer to replace the plant material at their expense. If the City is not satisfied with the results of the inspection, the City may request the developer to replace the plant material at their expense.
  - (7) Plants approximately 50% dead or graying at the end of the establishment period, may plantings, which are 20% dead or graying, shall be replaced.
  - (8) The meter or developer may notify the City of an installation schedule. The City may reject any material which is defective or generally poor condition.
  - (9) To ensure proper installation and as a condition of Final Site Plan approval, the property owner shall enter into and record with the office of the Oakland County Register of Deeds a Landscape Maintenance Agreement, or include such provisions as part of subdivision plat or a subdivision master deed, each of which shall be approved by the City Attorney. Such document shall identify the minimum plant material and shall include any other conditions. Such document shall also include provisions for all materials and their material will be replaced within 120 days of the final approval. Any such replacement shall be at the discretion of the City. If the City is not satisfied with the results of the inspection, the City may request the developer to replace the plant material at their expense. If the City is not satisfied with the results of the inspection, the City may request the developer to replace the plant material at their expense.

\* These requirements supersede all other planting requirements or specifications.



1 CONCEPTUAL PLANTING DETAIL - ENTRANCE  
SCALE 1" = 20'

## NOTE KEY: (8)

- (1) NEW CONCRETE PAVEMENT - SEE CIVIL DRAWINGS
- (2) SEWER MAINS THROUGH
- (3) PROPOSED LIMITS OF PAVED/PAVED PRESERVATION
- (4) PROPOSED LIMITS OF LAND DONOR TO CITY - SEE CIVIL DRAWINGS
- (5) SHOWN DEVELOPER AREA
- (6) 18\"/>
- (7) PROPOSED LIMITED DRAINAGE
- (8) PROPOSED TREE SPECIES
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## GENERAL PLANTING REQ.:

1. THE WORK SHALL CONSIST OF PERMANENTLY NECESSARY MATERIAL, LABOR, EQUIPMENT, TOOLS, AND EXPENSES REQUIRED FOR THE COMPLETE INSTALLATION OF THE DRAWING.
2. ALL PLANT MATERIALS SHALL CONFORM TO THE TREE ESTABLISHMENT ACT AND ALL PLANT MATERIALS SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIALS.
3. ALL TREE LOCATIONS SHALL BE STUDIED BY LANDSCAPE CONTRACTOR AND SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIALS.
4. ALL SINGLE TRUNK TREES SHALL HAVE A CENTRAL LEADLIGN, TRUNKS WITH THORNES OR SPICULAS SHALL NOT BE ACCEPTED. ALL SINGLE TRUNK TREES SHALL HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
5. ALL MULTI-TRUNK TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE LEAD TRUNK SHALL BE IDENTIFIED AS TO BE THE BEST APPEARANCE.
6. ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE BRANCHES SYMMETRICAL IN GROWTH AND NOT DREADED FOR THE LAST FIVE GROWING SEASONS.
7. THE CONTRACTOR IS RESPONSIBLE FOR PLANTING THE MATERIALS AT THE CORRECT SPACES AND SPACING. THE PLANTS SHALL BE IDENTIFIED AS TO BE THE BEST APPEARANCE.
8. WHEN THE PLANT HAS BEEN PROPERLY SET, THE SITE SHALL BE BACKFILLED WITH A TOPSOIL AND NATIVE SOIL MIXTURE. GRASS SHALL BE PLANTED AND MAINTAINED THROUGHOUT THE PERIOD OF ONE YEAR.
9. THE CONTRACTOR AGREES TO GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF TWO YEARS AFTER THE DATE THE CONTRACTOR HAS RECEIVED THE RIGHT FOR FINAL INSPECTION. PLANT MATERIALS WHICH ARE NOT GUARANTEED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PERIOD OF ONE YEAR.
10. TOPSOIL SHALL BE FERTILE, FERTILE TOPSOIL OF CLAY LOAM CHARACTER SHALL BE AT LEAST 18\"/>
- 11. ALL PLANTING SHALL BE DONE WITHIN THE PERIOD OF ONE YEAR.
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## PLANT KEY

- 1. TREE SYMBOL
- 2. TREE TYPE KEY - SEE PLANT LIST SHEET LP-3
- 3. QUANTITY - SEE SHEET LP-4
- 4. PLANTING DETAILS - SEE SHEET LP-4

## IRRIGATION

- 1. ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH A FULLY AUTOMATIC IRRIGATION SYSTEM.

NOT TO BE USED AS CONSTRUCTION DRAWING

**deak**  
 PLANNING + DESIGN  
 143 cadycentre #79  
 northville, mi 48167  
 (734) 565-6034  
 (734) 565-6032  
 deakplanningdesign.com

VILLA D'ESTE  
 PROPOSED DETACHED CONDOMINIUMS - NOVI, MI



Project Sponsor:  
 Cambridge Homes, Inc.  
 47765 Balaqua Drive  
 Northville, MI 48167  
 248.348.3600

Project No.:  
 121713

Sheet No.:  
 LP-4





PROJECT NUMBER:  
 Cambridge Frames, Inc.  
 47765 DeSage Drive  
 Northville, MI 48167  
 248.348.1800

Design: 08/06/2011  
 Planning: 08/06/2011

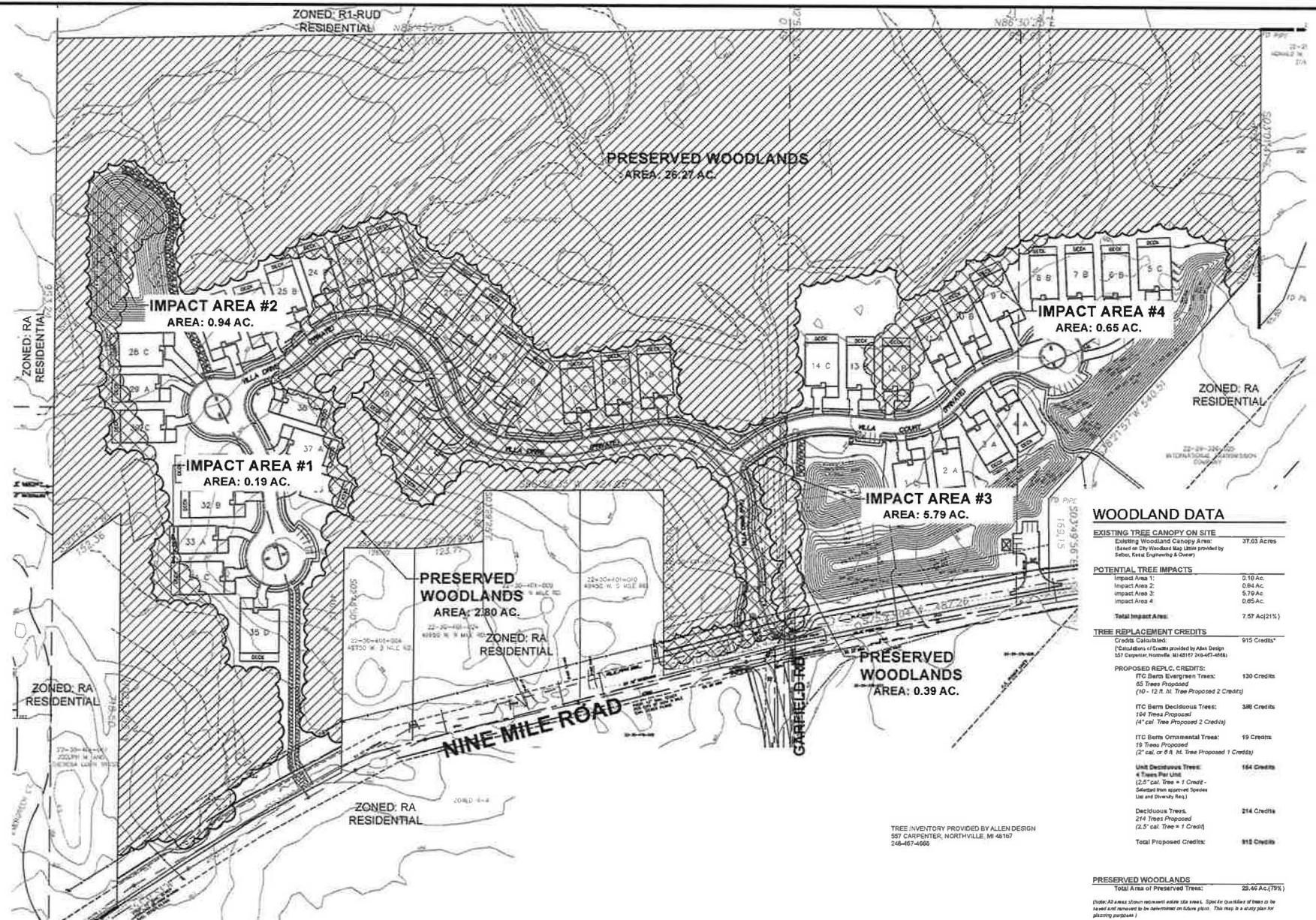
ISSUANCES:

PRO APP #001	08/22/11
EXCD PER OWNER	10/03/11
EXCD PER OWNER	10/23/11
EXCD PER OWNER	03/23/12
EXCD PER OWNER	04/16/12
EXCD PER OWNER	06/08/12

Sheet Title:  
**WOODLAND STUDY PLAN**

project no.  
 121713

sheet no.  
**WP-1**



**WOODLAND DATA**

<b>EXISTING TREE CANOPY ON SITE</b>	
Existing Woodland Canopy Area	37.03 Acres
<small>(Based on City Woodland Map; Lines provided by Sabco, K&amp;E Engineering &amp; Owner)</small>	
<b>POTENTIAL TREE IMPACTS</b>	
Impact Area 1:	0.16 Ac.
Impact Area 2:	0.84 Ac.
Impact Area 3:	5.79 Ac.
Impact Area 4:	0.65 Ac.
<b>Total Impact Area:</b>	<b>7.07 Ac(21%)</b>
<b>TREE REPLACEMENT CREDITS</b>	
Credits Calculated:	915 Credits*
<small>(Credits: 10 Credits provided by Allen Design, 507 Carpenter, Northville, MI 48167 248-467-4666)</small>	
<b>PROPOSED REPL. CREDITS:</b>	
ITC Barro Evergreen Trees:	130 Credits
62 Trees Proposed	(10' - 12 ft. H. Tree Proposed 2 Credits)
ITC Barro Deciduous Trees:	388 Credits
194 Trees Proposed	(4' cal. Tree Proposed 2 Credits)
ITC Barro Ornamental Trees:	19 Credits
19 Trees Proposed	(2' cal. or 6 ft. H. Tree Proposed 1 Credit)
Unit Deciduous Trees:	164 Credits
4 Trees Per Unit	(2.5' cal. Tree = 1 Credit -
<small>Standard tree approval Species List and Driveway Req.)</small>	
Deciduous Trees:	214 Credits
214 Trees Proposed	(2.5' cal. Tree = 1 Credit)
<b>Total Proposed Credits:</b>	<b>912 Credits</b>
<b>PRESERVED WOODLANDS</b>	
Total Area of Preserved Trees:	28.49 Ac (79%)

(Notes: 0.5 Area 30m measurement adds 330 trees. Based on number of trees in the forest area returned to be substituted on future plans. This map is a study plan for planning purposes.)

TREE INVENTORY PROVIDED BY ALLEN DESIGN  
 557 CARPENTER, NORTHVILLE, MI 48167  
 248-467-4666

**WOODLAND STUDY MAP**  
 SCALE 1" = 80'

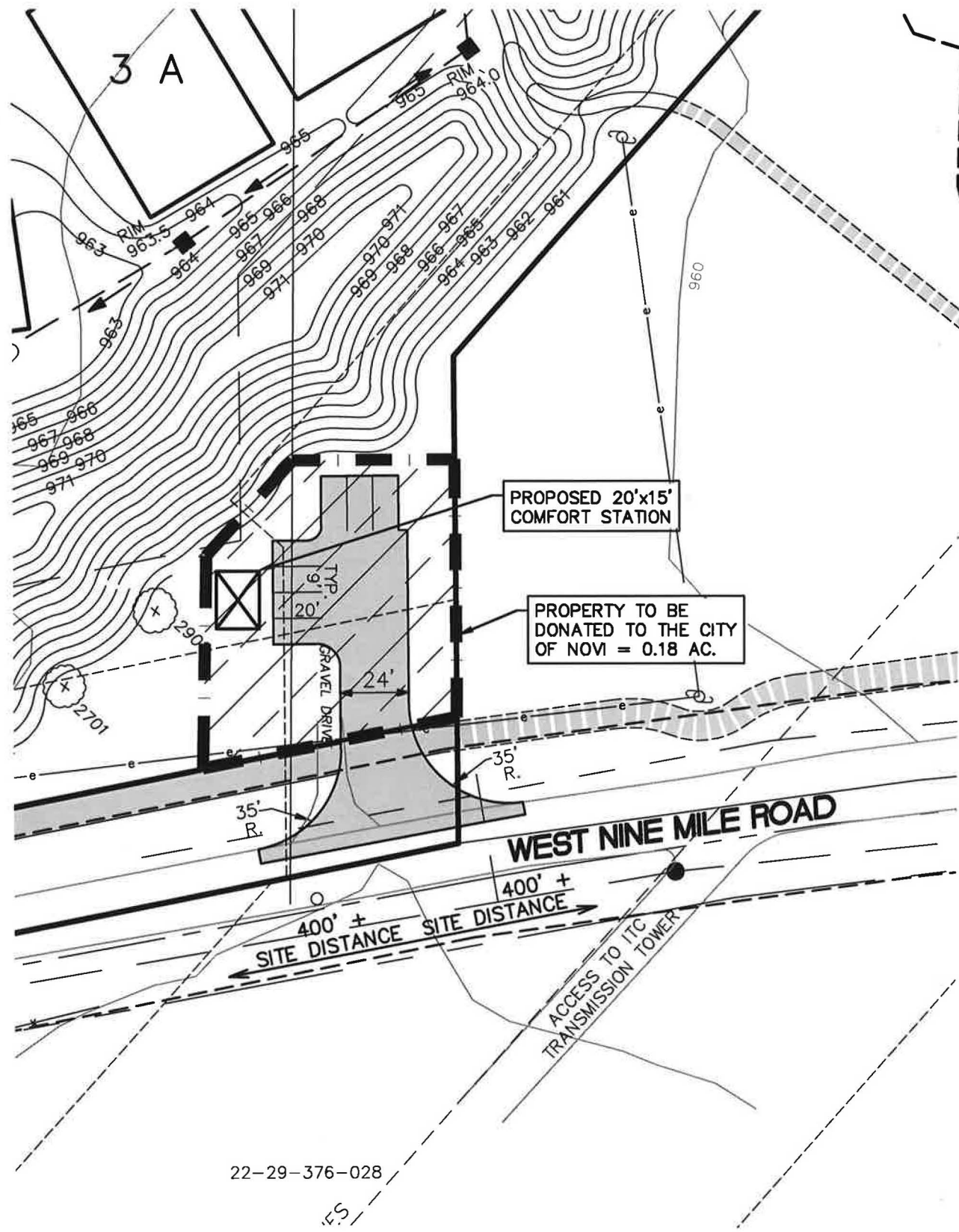




## **Exhibit C**

### **Comfort Station Improvements**

EXHIBIT D  
C



22-29-376-028



**SEIBER KEAST  
ENGINEERING, L.L.C.**  
CONSULTING ENGINEERS  
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
248.308.3331

REVISIONS		
NO.	ITEM	DATE

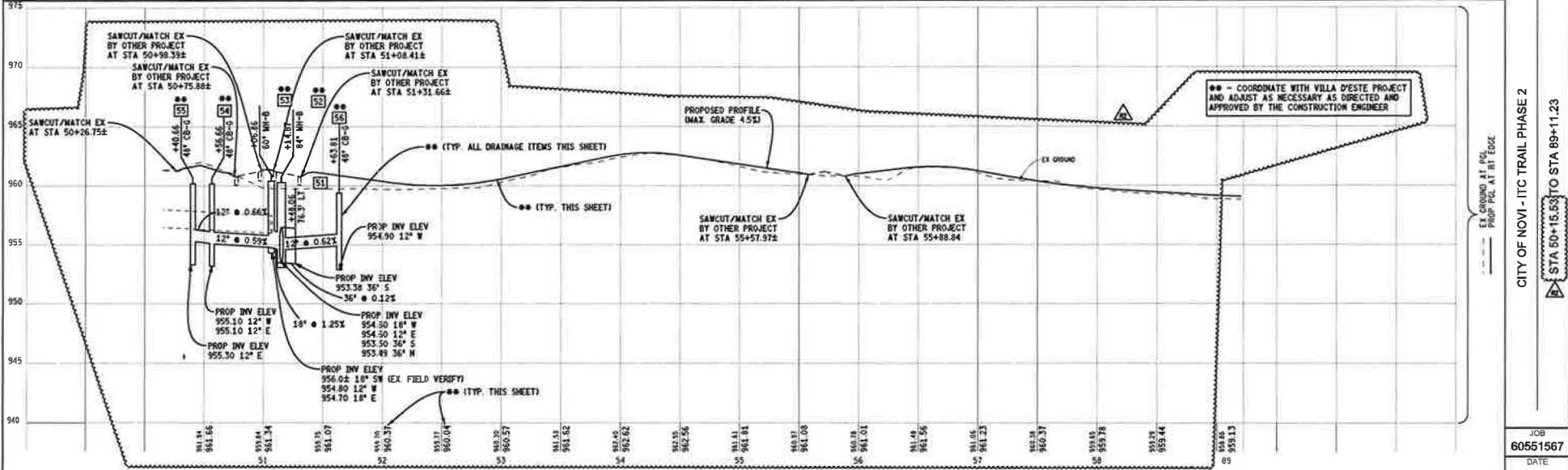
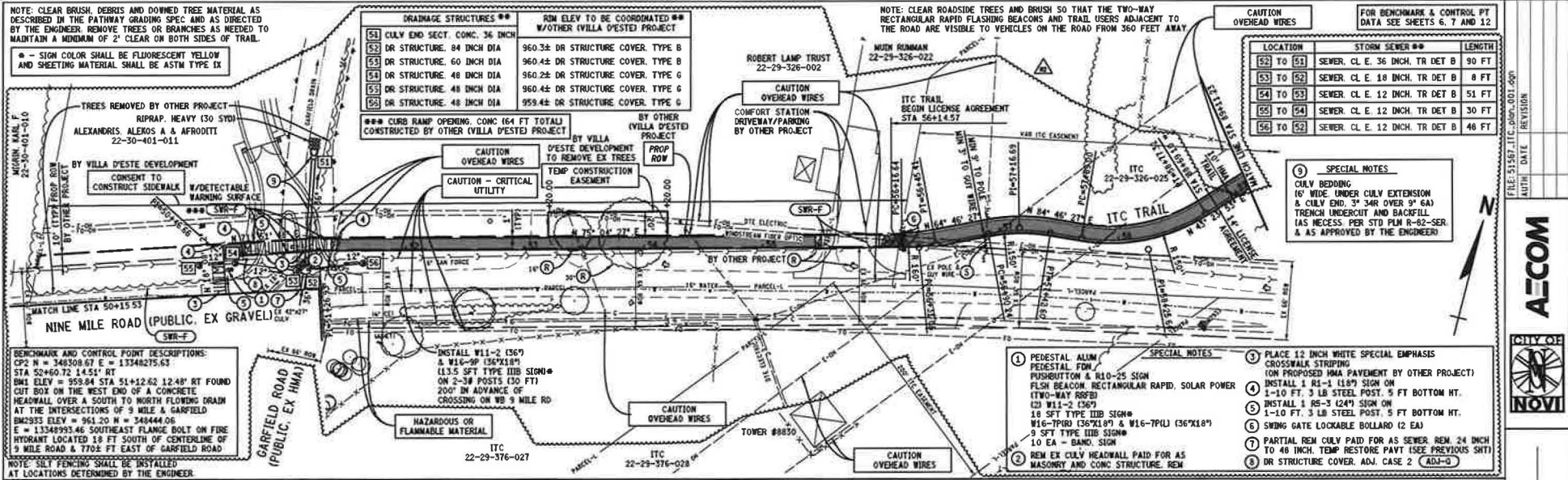
**TERRA**  
SEC. 29/30, T.1N., R.8E., CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 50'  
JOB NO.: 15-030  
DATE: 03-01-19  
CHECKED BY: J.E.

EXHIBIT D  
SHEET  
**1**  
OF  
**1**

**Exhibit D**

ITC Trail along the north side of Nine Mile Road



PRELIMINARY DRAFT OF REVISION 2, FOR COORDINATION ONLY: DECEMBER 27, 2018

PLAN REVISION R2: DECEMBER XX, 2018    ADDENDUM 2: JUNE 25, 2018    ADDENDUM 1: JUNE 22, 2018



FILE: 51567.ITC.DWG.001.dwg

NOVI

CITY OF NOVI - ITC TRAIL PHASE 2

STA 50+15.53 TO STA 89+11.23

JOB: 60551567  
 DATE: 06/06/18  
 SHEET: 7