



**CITY OF NOVI CITY COUNCIL  
DECEMBER 21, 2020**

**SUBJECT:** Acceptance of a landscape easement from GR Meadowbrook LLC, for woodland replacement plantings being offered as a part of JSP16-34, Huntley Manor, for property located south of Grand River Avenue and west of Meadowbrook Road, in Section 23 of the City.

**SUBMITTING DEPARTMENT:** Community Development, Planning

**BACKGROUND INFORMATION:** The applicant received site plan approval to develop a 203-unit multiple-family community on a 26.51 acre site located south of Grand River Avenue and west of Meadowbrook Road. The City Council approved the Special Development Option (SDO) Agreement with Concept Plan, Preliminary Site Plan, Phasing Plan, and Storm Water Management Plan at their December 19, 2016 meeting.

The applicant is offering a Landscape Easement for the purpose of maintaining and preserving woodland replacement trees planted throughout the site. If the owner fails to plant, maintain and preserve the trees as shown on the Landscaping Plan (Exhibit B of the easement document), the easement will allow the City to inspect, plant, maintain, preserve or replace the trees.

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

**RECOMMENDED ACTION:** Acceptance of a landscape easement from GR Meadowbrook LLC, for woodland replacement plantings being offered as a part of JSP16-34, Huntley Manor, for property located south of Grand River Avenue and west of Meadowbrook Road, in Section 23 of the City.

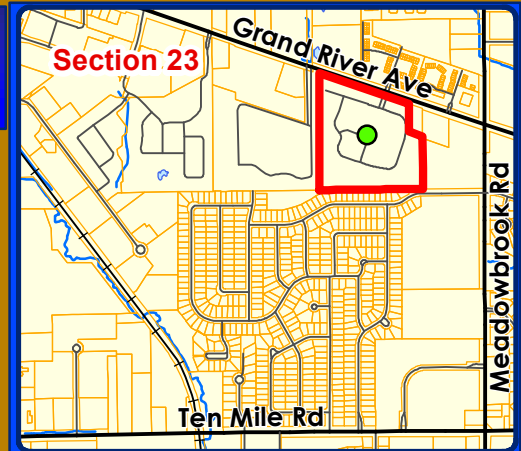
MAP

Location Map


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# JSP16-34 HUNTLEY MANOR

## LANDSCAPE EASEMENT - ENTIRE PROPERTY



### LEGEND

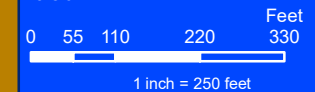
 Subject Property



## City of Novi

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

Map Author: Lindsay Bell  
 Date: 10/28/2020  
 Project: HUNTLEY MANOR  
 Version #: 1



### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

**EXECUTED LANDSCAPE EASEMENT**

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## LANDSCAPE EASEMENT AGREEMENT

THIS LANDSCAPE EASEMENT AGREEMENT (this “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between GR MEADOWBROOK LLC, a Michigan limited liability company, the address of which is 31550 Northwestern Highway, Suite 220, Farmington Hills, Michigan 48334 (“**GR Meadowbrook**”), and THE CITY OF NOVI, the address of which is 45175 Ten Mile Road, Novi, Michigan 48375 (the “**City**”).

### RECITALS:

A. GR Meadowbrook owns certain real property in the City of Novi, County of Oakland, State of Michigan, legally described on Exhibit A attached hereto (the “**Property**”). GR Meadowbrook has developed the Property as an apartment complex.

B. In connection with the development of the Property, the City has requested that GR Meadowbrook install and maintain approximately two hundred fifty (250) replacement trees (the “**Replacement Trees**”) on a portion of the Property as depicted on the landscaping plan attached hereto as Exhibit B (the “**Landscaping Plan**”).

C. The parties desire to enter into a written agreement to provide for easement rights and responsibilities in connection with the installation, maintenance, preservation and replacement of the trees.

### *AGREEMENT*

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GR Meadowbrook and the City agree as follows:

1. GR Meadowbrook, at its cost and expense, agrees to plant, maintain, and preserve the Replacement Trees materially consistent with the Landscaping Plan. The Replacement Trees shall be planted pursuant to the Landscaping Plan and in accordance with all applicable laws and ordinances. The Replacement Trees shall be planted on or before October 1, 2019 as extended for delays reasonably outside of the control of GR Meadowbrook (including adverse weather).

2. Subject to the terms and conditions of Paragraph 3 below, in the event GR Meadowbrook fails to plant, maintain, and preserve the Replacement Trees pursuant to this Agreement, GR Meadowbrook hereby grants an easement (the “**Easement**”) over the Property to the City, its successors and assigns, for

the benefit of the City, for the sole purposes of the inspecting, planting, maintenance, preservation and replacement of the Replacement Trees materially consistent with the Landscaping Plan. The Easement herein granted includes the right of the City and its agents, contractors and employees to enter the Property only for the purpose of exercising their rights and obligations under this Agreement.

3. The City may serve written notice upon GR Meadowbrook setting forth the deficiencies in maintenance and/or preservation of the trees as described herein. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the City to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation of the trees has not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the Property, or cause its agents or contractors to enter upon the Property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of twenty five percent (25%) of the total of all costs and expenses incurred, shall be paid by GR Meadowbrook. The City may require the payment of such costs prior to the commencement of work. If such costs and expenses have not been paid within thirty (30) days of a billing to GR Meadowbrook, all unpaid amounts may be placed on the delinquent tax roll of the City and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against GR Meadowbrook, and, in such event, GR Meadowbrook shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

4. GR Meadowbrook will not interfere with the rights granted to the City herein.

5. Any notice required or given under this Agreement shall be in writing and shall be sent by nationally recognized overnight delivery service to the party entitled to receive the same at the address as stated at the beginning of this Agreement or such alternate address as has been furnished in writing to the other party to this Agreement.

6. This Agreement shall run with the land and benefits the City and burdens the Property.

7. This Agreement may be terminated, modified or amended only by a written instrument recorded in the office of the Register of Deeds in Oakland County, Michigan signed by the owner of the Property and the City.

8. This Agreement is exempt from state and county real estate transfer taxes pursuant to MCL §207.505(a) and MCL §207.526(a).


[Signatures appear on next page]

[Signature Page to Landscape Easement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

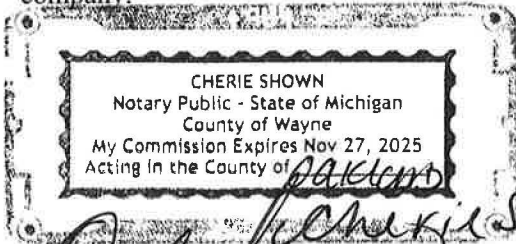
**GR MEADOWBROOK:**

**GR MEADOWBROOK LLC,**  
a Michigan limited liability company

By:   
Mickey Shapiro  
Its: Manager

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me on October 10, 2020, by Mickey Shapiro, the Manager of GR Meadowbrook LLC, a Michigan limited liability company, on behalf of the company.



**THE CITY:**

**THE CITY OF NOVI**

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

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Novi, on behalf of the City of Novi.

**DRAFTED BY AND WHEN  
RECORDED RETURN TO:**  
Dawda, Mann, Mulcahy & Sadler, PLC  
Dawda Mann Building  
39533 Woodward Avenue, Suite 200  
Bloomfield Hills, Michigan 48304  
Attn: Wayne S. Segal, Esq.

**EXHIBIT A**  
**Legal Description of the Property**

Property located in the City of Novi, County of Oakland, State of Michigan described as follows:

**PARCEL 1:**

Part of the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and being more particularly described as follows: Beginning at a point distant South 86 degrees 52 minutes 16 seconds West along the East-West 1/4 line of said Section 23, 669.71 feet and North 02 degrees 23 minutes 56 seconds West 565.91 feet and North 73 degrees 32 minutes 27 seconds West 160.00 feet from the East 1/4 corner of said Section 23; thence South 02 degrees 33 minutes 23 seconds East 8.57 feet; thence South 87 degrees 15 minutes 00 seconds West 66.68 feet; thence North 73 degrees 44 minutes 09 seconds West 160.58 feet; thence North 16 degrees 15 minutes 43 seconds East 114.00 feet; thence North 73 degrees 44 minutes 09 seconds West 328.50 feet; thence South 16 degrees 15 minutes 51 seconds West 114.00 feet; thence North 73 degrees 44 minutes 09 seconds West 235.29 feet; thence North 16 degrees 15 minutes 51 seconds East 19.50 feet; thence North 31 degrees 20 minutes 17 seconds East 40.57 feet; thence North 46 degrees 24 minutes 43 seconds East 23.18 feet; thence North 43 degrees 35 minutes 17 seconds West 41.61 feet; thence North 73 degrees 44 minutes 09 seconds West 169.40 feet; thence South 16 degrees 15 minutes 51 seconds West 27.12 feet; thence North 73 degrees 44 minutes 09 seconds West 81.34 feet; thence North 02 degrees 51 minutes 49 seconds West 259.11 feet to a point on the Southerly right of way line of Grand River Avenue (100.00 wide); thence South 73 degrees 44 minutes 09 seconds East along said right of way line 1036.06 feet; thence South 02 degrees 33 minutes 23 seconds East 303.70 feet to the Point of Beginning.

**PARCEL 2:**

Part of the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and being more particularly described as follows: Beginning at a point on the East-West 1/4 line of Section 23 and the North line of MEADOWBROOK GLENS SUBDIVISION NO. 3, as recorded in Liber 145 of Plats, page 1, Oakland County Records, said point being South 86 degrees 52 minutes 16 seconds West 669.71 feet from the East 1/4 corner of said Section 23; thence continuing along said line South 86 degrees 52 minutes 16 seconds West 1123.46 feet; thence North 02 degrees 51 minutes 49 seconds West 1008.05 feet; thence South 73 degrees 44 minutes 09 seconds East 81.34 feet; thence North 16 degrees 15 minutes 51 seconds East 27.12 feet; thence South 73 degrees 44 minutes 09 seconds East 169.40 feet; thence South 43 degrees 35 minutes 17 seconds East 41.61 feet; thence South 46 degrees 24 minutes 43 seconds West 23.18 feet; thence South 31 degrees 20 minutes 17 seconds West 40.57 feet; thence South 16 degrees 15 minutes 51 seconds West 19.50 feet; thence South 73 degrees 44 minutes 09 seconds East 235.29 feet; thence North 16 degrees 15 minutes 51 seconds East 114.00 feet; thence South 73 degrees 44 minutes 09 seconds East 328.50 feet; thence South 16 degrees 15 minutes 43 seconds West 114.00 feet; thence South 73 degrees 44 minutes 09 seconds East 160.58 feet; thence North 87 degrees 15 minutes 00 seconds East 66.68 feet; thence North 02 degrees 33 minutes 23 seconds West 8.57 feet; thence South 73 degrees 32 minutes 27 seconds East 160.00 feet; thence South 02 degrees 23 minutes 56 seconds East 565.91 feet to the Point of Beginning.

**PARCEL 1 AND 2 ALSO DESCRIBED BY SURVEY AS FOLLOWS:**

Part of the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as follows: Commencing at the East 1/4 corner of said Section 23; thence along the East-West 1/4 line of said Section 23 (as monumented) and along the North line of "Meadowbrook Glens Subdivision No. 3", a subdivision as recorded in Liber 145 of Plats, Page 1 of Oakland County Records, South 86 degrees 49 minutes 00 seconds West 667.85 feet (recorded as South 86 degrees 52 minutes 16 seconds West 669.71 feet) to a found 3/4" diameter iron pipe, said point also being the Point of Beginning; thence continuing along the East-West 1/4 line of said Section 23 (as monumented) and along the North line



of said "Meadowbrook Glens Subdivision No. 3" the following three courses: South 87 degrees 06 minutes 29 seconds West 153.14 feet to a found concrete monument; South 86 degrees 48 minutes 16 seconds West 895.90 feet to a found 3/4" diameter iron pipe; and South 86 degrees 50 minutes 36 seconds West 74.19 feet to a point (said point being North 87 degrees 05 minutes 38 seconds East 179.45 feet and North 86 degrees 50 minutes 36 seconds East 694.95 feet from a concrete monument at the Center of said Section 23); thence North 02 degrees 55 minutes 23 seconds West 1266.88 feet (recorded as North 02 degrees 51 minutes 49 seconds West 1267.16 feet) to a found iron with cap #22705; thence along the South right-of-way line of Grand River Avenue (100.00 feet wide), South 73 degrees 47 minutes 42 seconds East 1033.71 feet (recorded as South 73 degrees 44 minutes 09 seconds East 1036.06 feet) to a found 1/2" diameter iron pipe; thence South 02 degrees 33 minutes 23 seconds East 299.05 feet (recorded as 303.70 feet) to a found concrete monument; thence South 73 degrees 42 minutes 54 seconds East 160.12 feet (recorded as South 73 degrees 32 minutes 27 seconds East 160.00 feet) to a found 1" diameter iron pipe; thence South 02 degrees 39 minutes 05 seconds East 571.95 feet (recorded as South 02 degrees 23 minutes 56 seconds East 565.91 feet) to the Point of Beginning.

**EASEMENT PARCEL 1:**

A non-exclusive easement as created, limited and defined in that certain Grant of Access Easement and Agreement recorded in Liber 36943, page 770, Oakland County Records.

**EASEMENT PARCEL 2:**

A non-exclusive easement as created, limited and defined in that certain Agreement for Sanitary Sewer Easement recorded in Liber 39599, page 611, Oakland County Records.

Commonly known as 41787 Grand River Avenue, Novi, MI 48375  
Tax I.D. No. 22-23-251-023

EXHIBIT B -- LANDSCAPING PLANS

NOTE KEY: ②

- ① TREE PROTECTION FENCE - SEE CIVIL PLANS FOR FINAL LOCATION AND DETAIL 2/L310
- ② SNOW STOCKPILE AREA, TYP.

PLANTING KEY:

- TREE SYMBOL
- TREE TYPE KEY
- PLANT LIST - SEE SHEET L314
- PLANTING DETAILS - SEE SHEET L315
- QUANTITY
- W PA(W) WOODLAND REPLACEMENT TREE

HAGENBUCH WEIKAL  
LANDSCAPE ARCHITECTURE  
248 477 3600 TEL  
WWW.KWLA.COM  
32209 RIDGESTONE LANE, FARMINGTON HILLS, MI 48334



**WOODLAND TREE NOTE:**  
ANY WOODLAND REPLACEMENT TREE THAT IS NOT PLANTED WITHIN A DESIGNATED CONSERVATION EASEMENT MUST BE PROTECTED. IF IT IS REMOVED IN THE FUTURE FOR ANY REASON IT MUST BE REPLACED WITH THE DIRECTION AND APPROVAL OF THE CITY OF NOVI. ANY SPECIES USED AS A REPLACEMENT MUST BE ON THE MOST CURRENT WOODLAND REPLACEMENT CHART (SECTION 37-8).

SHEETS - L301 TO L305

PLANT LIST - WOODLAND REPLACEMENT(W)

QUAN.	KEY	COMMON/BOTANICAL NAME	SIZE	SPEC.
22	LT	Tulip Tree <i>Liriodendron tulipifera</i>	2.5" Cal.	B&B
19	AR	Red Maple <i>Acer rubrum</i>	2.5" Cal.	B&B
2	AS	Red Maple <i>Acer rubrum</i>	2.5" Cal.	B&B
19	GD	Kentucky Coffee Tree <i>Gymnocladus dioica</i>	2.5" Cal.	B&B
8	GT	Thornless Honeylocust <i>Gleditsia 'Skyline'</i>	2.5" Cal.	B&B
6	QM	Burr Oak <i>Quercus macrocarpa</i>	2.5" Cal.	B&B
17	QB	Swamp White Oak <i>Quercus bicolor</i>	2.5" Cal.	B&B
7	QR	Red Oak <i>Quercus rubra</i>	2.5" Cal.	B&B
24	LD	Larch <i>Larix decidua</i>	2.5" Cal.	B&B
9	PC	Sycamore <i>Platanus occidentalis</i>	2.5" Cal.	B&B
4	TA	Basswood <i>Tilia americana</i>	2.5" Cal.	B&B
2	CO	Hackberry <i>Celtis occidentalis</i>	2.5" Cal.	B&B
1	BC	Blue Beach <i>Carpinus betulus</i>	2.5" Cal.	B&B
5	CC	Blue Beach <i>Carpinus betulus</i>	2.5" Cal.	B&B

144 DECIDUOUS TREES REQUIRED

145  
-30  
115

40	PD	Black Hills Spruce <i>Picea g. 'Densata'</i>	6' Ht.	B&B
52	PG	White Spruce <i>Picea glauca</i>	6' Ht.	B&B
2	PS	White Pine <i>Pinus strobus</i>	6' Ht.	B&B

92 EVERGREEN TREES REQUIRED

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FARMINGTON HILLS, MI 48334

HUNTLEY MANOR  
MEADOWBROOK ROAD AT  
GRAND RIVER AVENUE

NOVI, MICHIGAN

SHEET

SITE  
PLANTING PLAN  
AS-BUILT

PRELIMINARY DATE

07-11-2016	REVIEW
08-01-2016	SPA
01-12-2017	FSPA
03-13-2017	REV. / CITY REVIEW
04-20-2017	REV. / CITY OF NOVI
05-03-2017	REV. / CITY OF NOVI / FINAL STAMPING SETS
02-02-2018	REV. / CITY REVIEW

ISSUE DATE

03-06-2018 CONSTRUCTION SET

REVISION DATE

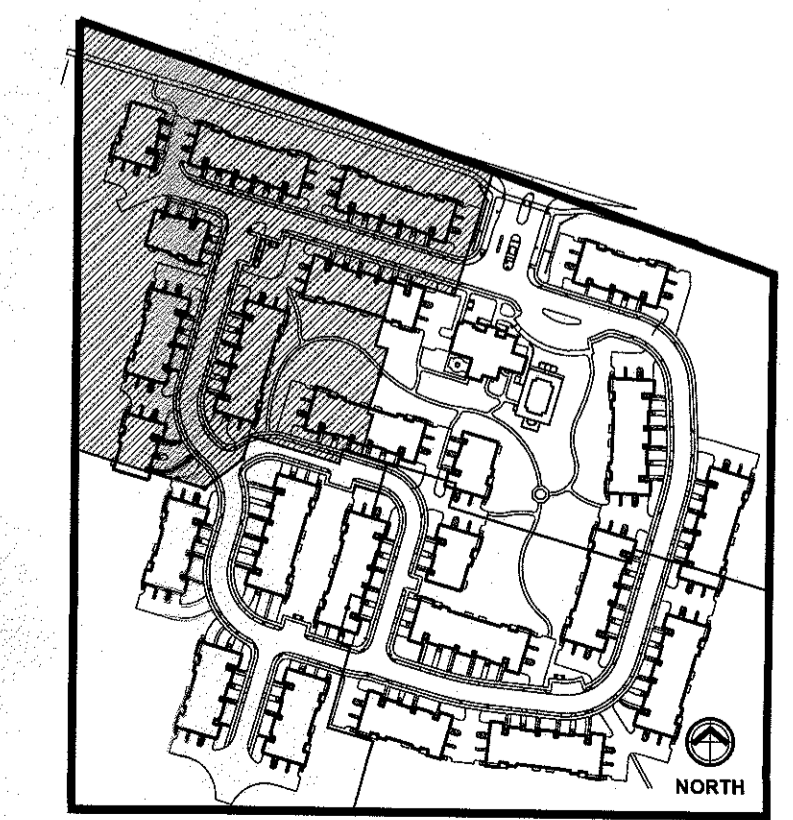
04/08/2019 AS-BUILT  
10/10/2019 WOODLAND TREES

SHEET NUMBER

WOOD L301



SITE  
PLANTING PLAN  
SCALE 1" = 30'



KEY MAP  
NO SCALE

ENTRANCE -  
SEE SHEET  
L310AB

GRAND RIVER  
AVENUE

NOTE KEY: ②

- ① TREE PROTECTION FENCE - SEE CIVIL PLANS FOR FINAL LOCATION AND DETAIL 2/L310
- ② SNOW STOCKPILE AREA, TYP.

PLANTING KEY:

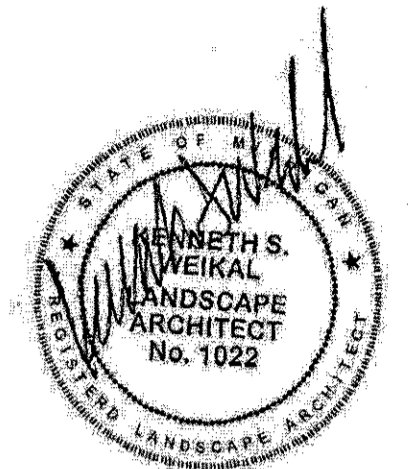
- TREE SYMBOL
- TREE TYPE KEY
- PLANT LIST - SEE SHEET
- PLANTING DETAILS - SEE SHEET
- QUANTITY
- PA(W) WOODLAND REPLACEMENT TREE

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KENNETH S. WEIKAL  
LANDSCAPE ARCHITECTURE

248 477 9600 TEL  
WWW.KSWEIKAL.COM  
32803 BIDDSTONE LANE, FARMINGTON HILLS, MI 48334



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SHEET

SITE  
PLANTING PLAN  
AS-BUILT

PRELIMINARY DATE

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04-20-2017	REV. / CITY OF NOVI /
05-03-2017	FINAL STAMPING SETS
	REV. / CITY REVIEW

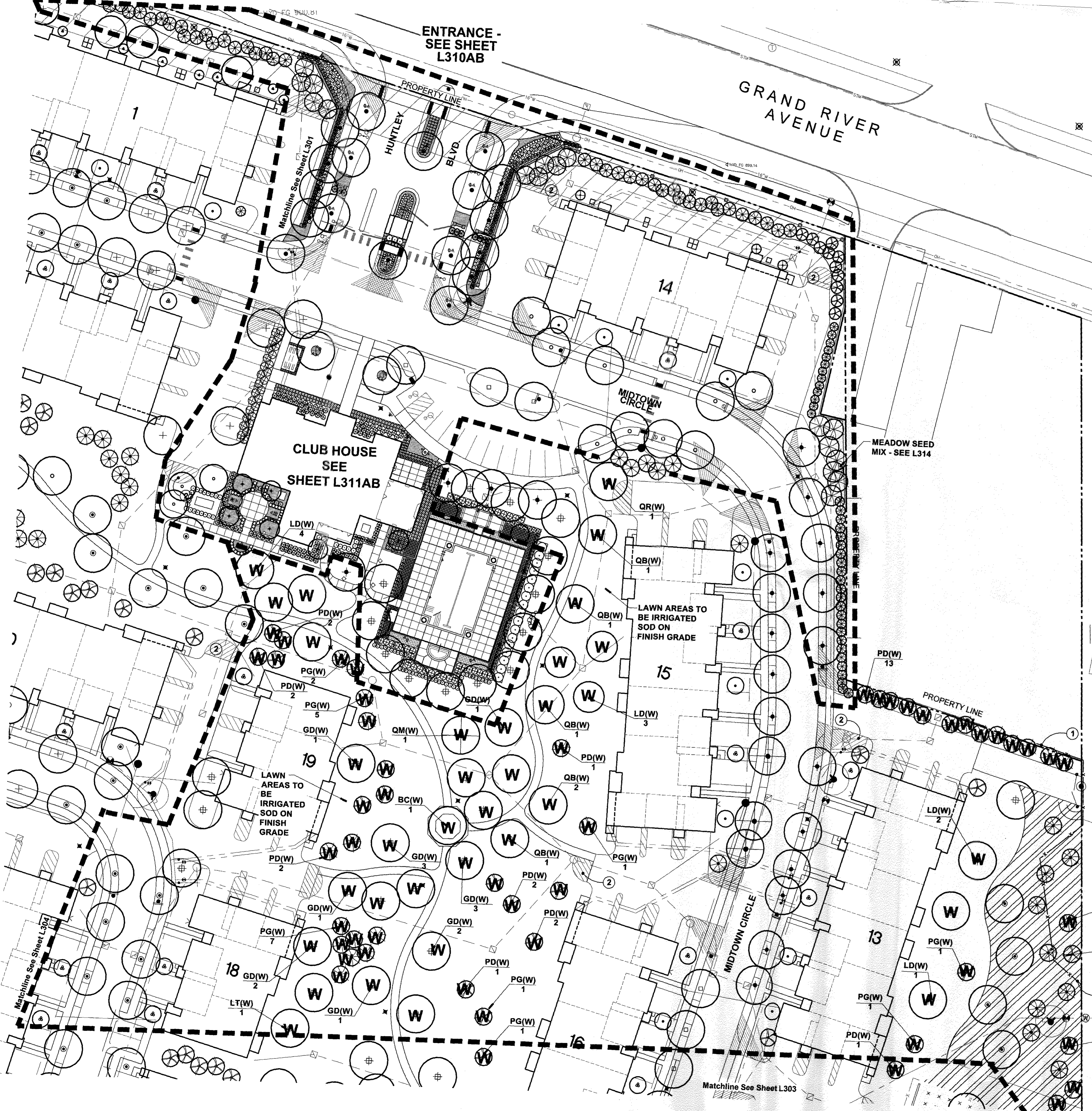
ISSUE DATE

02-02-2018	
03-06-2018	CONSTRUCTION SET

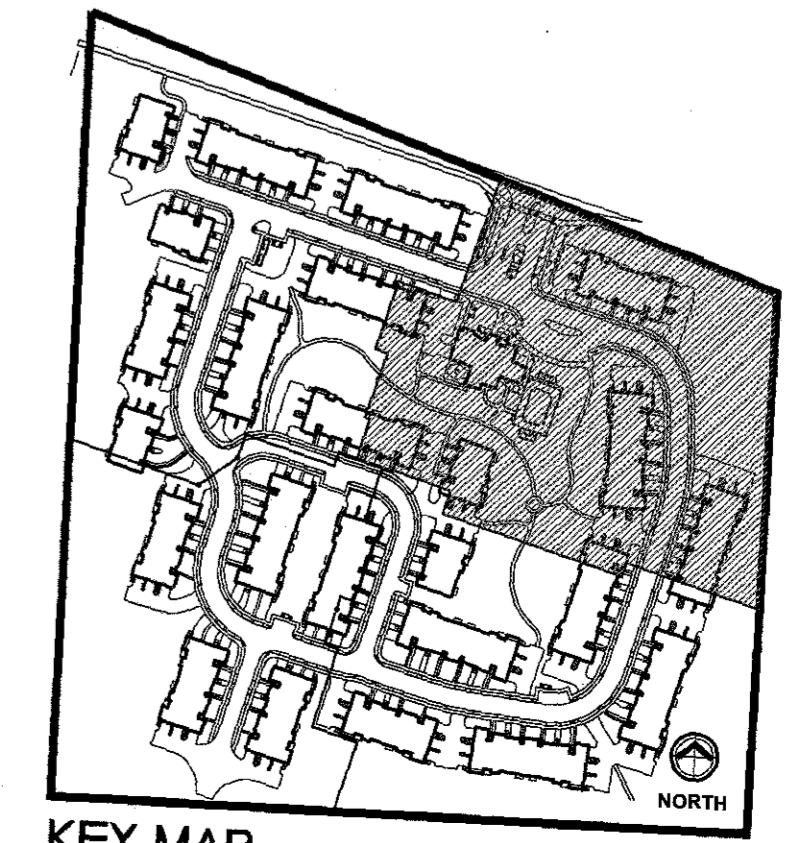
REVISION DATE

04/08/2019	AS-BUILT
10/10/2019	WOODLAND TREES

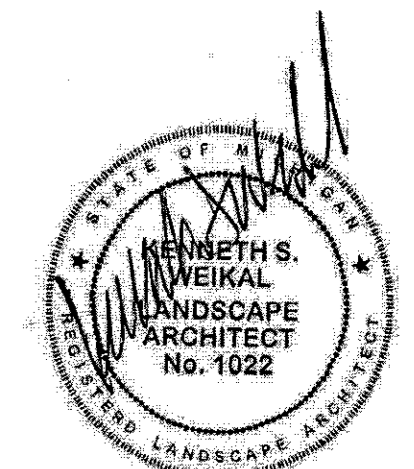
SHEET NUMBER



SITE  
PLANTING PLAN  
SCALE 1" = 30'



KEY MAP  
NO SCALE



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 MEADOWBROOK ROAD AT  
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NOVI, MICHIGAN

SHEET

**SITE PLANTING PLAN**

**PRELIMINARY DATE**

07-11-2016	REVIEW
08-01-2016	SPA
01-12-2017	FSPA
03-13-2017	REV. / CITY REVIEW
04-20-2017	REV. / CITY OF NOVI
05-03-2017	REV. / CITY OF NOVI / FINAL STAMPING SETS
02-02-2018	REV. / CITY REVIEW

**ISSUE DATE**

03-06-2018	CONSTRUCTION SET
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**REVISION DATE**

04-24-2018	ASI #1 / BIDS
05-17-2018	CITY REVIEW
10/10/2019	WOODLAND TREES

SHEET NUMBER

**woodL303**

**NOTE KEY:**

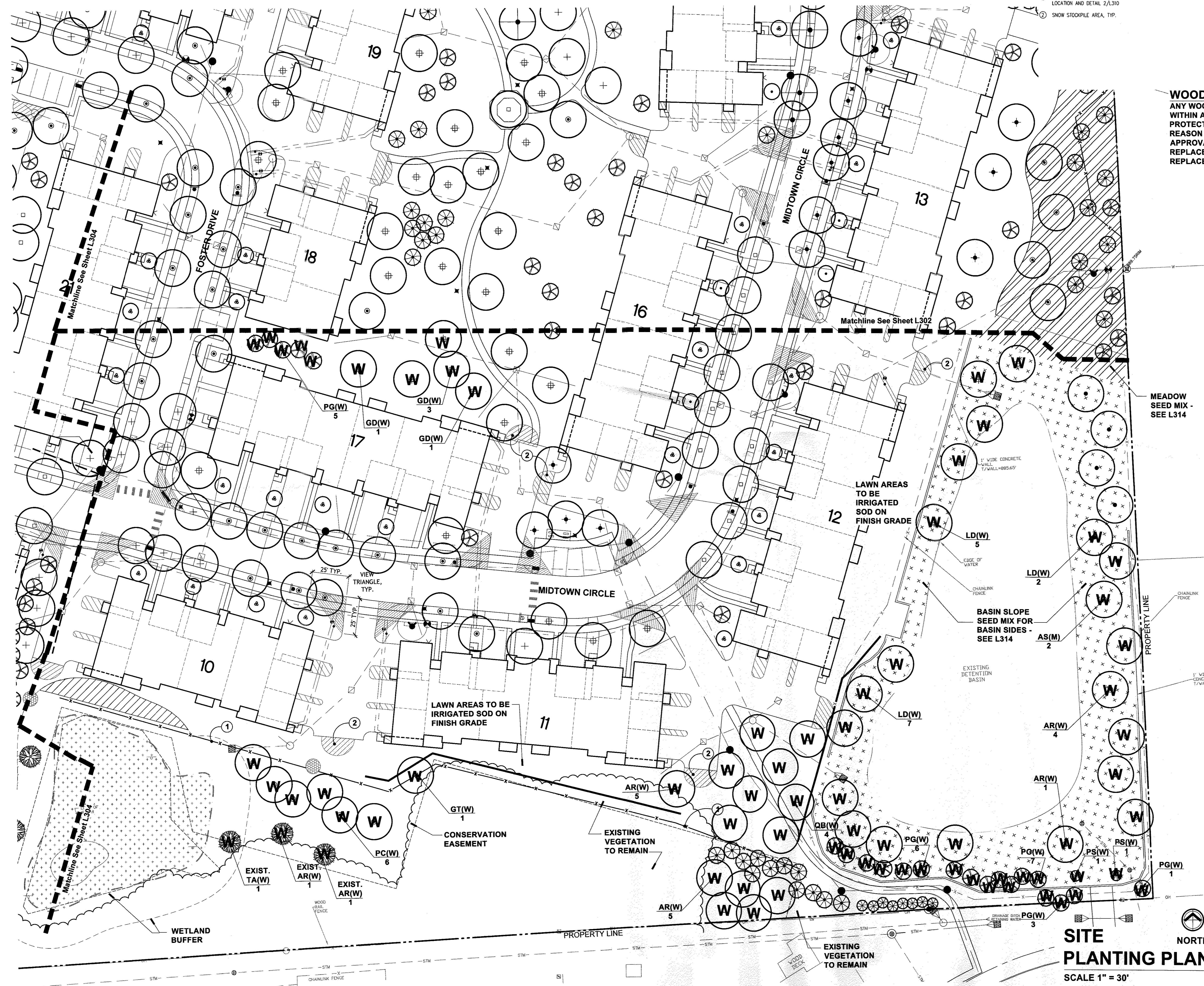
- ① TREE PROTECTION FENCE - SEE CIVIL PLANS FOR FINAL LOCATION AND DETAIL 2/L310
- ② SNOW STOCKPILE AREA, TYP.

**PLANTING KEY:**

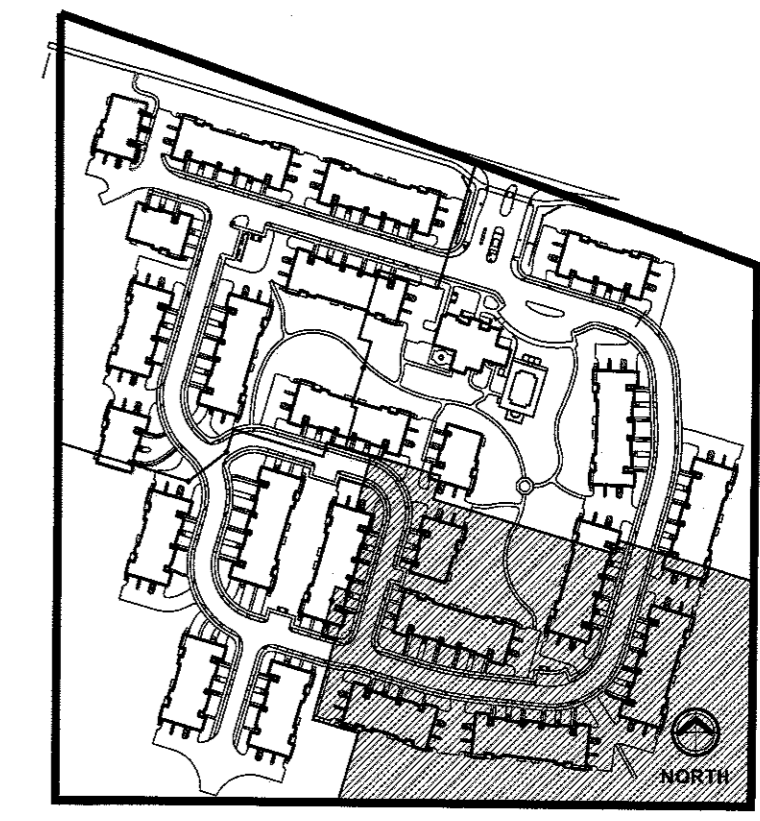
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- PLANT LIST - SEE SHEET L314
- PLANTING DETAILS - SEE SHEET L315
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**SITE PLANTING PLAN**  
 SCALE 1" = 30'  
 NORTH



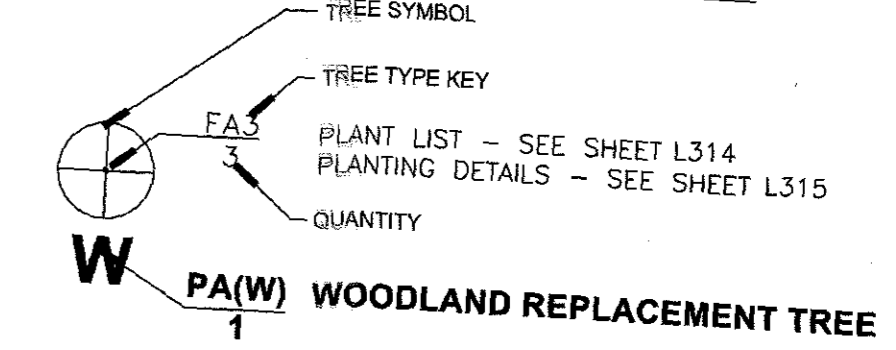
KEY MAP  
NO SCALE



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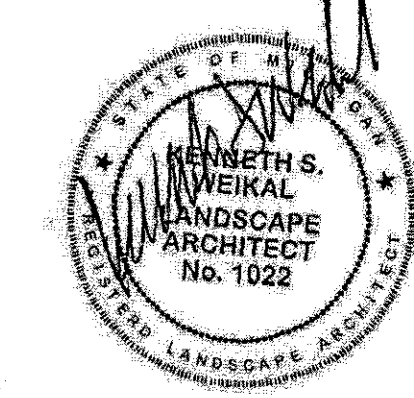
**PLANTING KEY:**



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H. A. GENECH WEKAL  
 LANDSCAPE ARCHITECTURE

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**SITE  
 PLANTING PLAN**

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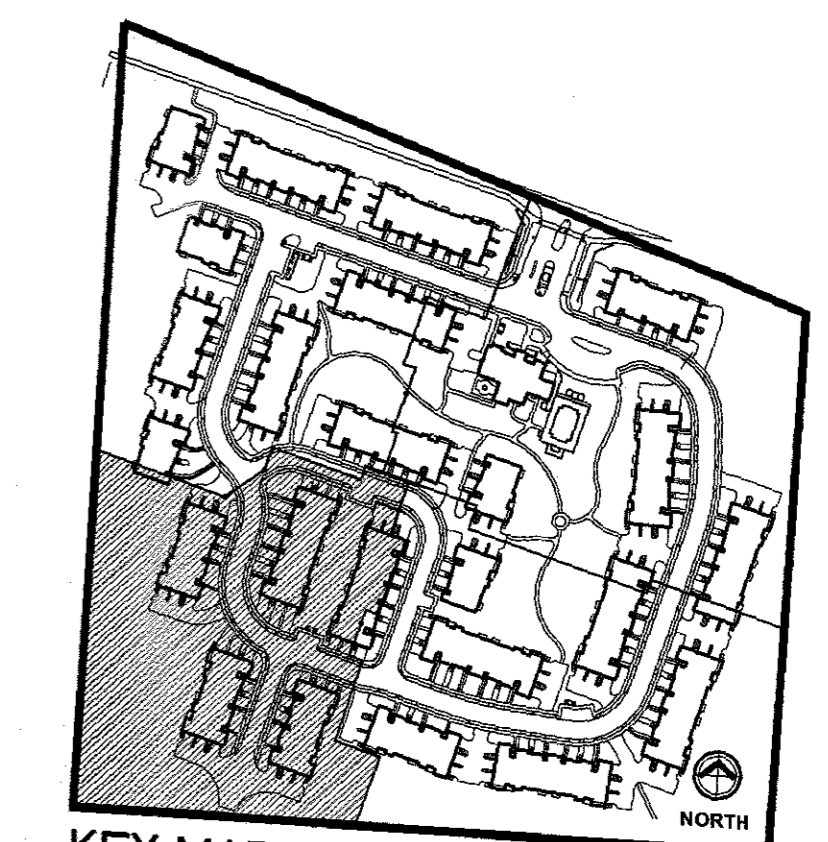
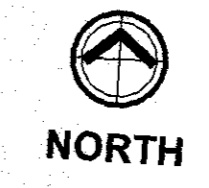
03-06-2018	CONSTRUCTION SET
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**REVISION DATE**

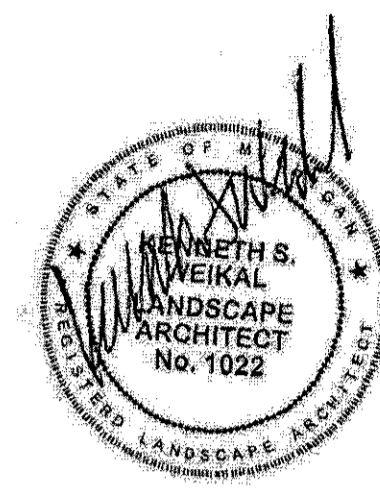
04-24-2018	ASI #1 / BIDS
05-17-2018	CITY REVIEW
10/10/2019	WOODLAND TREES

SHEET NUMBER

**SITE  
 PLANTING PLAN**  
 SCALE 1" = 30'



KEY MAP  
 NO SCALE



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1-800-482-7171 www.missdig.net

**WOODLAND TREE NOTE:**  
ANY WOODLAND REPLACEMENT TREE THAT IS NOT PLANTED WITHIN A DESIGNATED CONSERVATION EASEMENT MUST BE PROTECTED. IF IT IS REMOVED IN THE FUTURE FOR ANY REASON IT MUST BE REPLACED WITH THE DIRECTION AND APPROVAL OF THE CITY OF NOVI. ANY SPECIES USED AS A REPLACEMENT MUST BE ON THE MOST CURRENT WOODLAND REPLACEMENT CHART (SECTION 37-8).

**SEE SHEETS - WOOD L301 TO WOOD L305 FOR PROPOSED REPLACEMENTS**

**TREE SUMMARY:**

THERE ARE 144 DECIDUOUS AND 42 EVERGREEN NEW WOODLAND TREE REPLACEMENTS PLANTED AT THE PERIPHERY OF THE CONSTRUCTION AREA ON THE WEST, SOUTH AND EAST PROPERTY LINES. THERE ARE A VARIETY OF DIFFERENT SPECIES (SEE KEY)

THE DEVELOPER IS RESPONSIBLE FOR THIS NUMBER OF TREES AT THE CONCLUSION OF THE CONSTRUCTION PROCESS. THEREFORE THE DEVELOPER SHALL PROTECT AS MANY TREES AS POSSIBLE DURING CONSTRUCTION.

UPON COMPLETION OF PROJECT CONSTRUCTION, CITY OF NOVI LANDSCAPE ARCHITECT SHALL INVENTORY HOW MANY OF THESE NEW WOODLAND TREES REMAIN, AND HOW MANY WERE REMOVED TO ACCOMMODATE THE PROPOSED BUILDINGS. REMOVED TREES SHALL BE REPLACED. CITY OF NOVI LANDSCAPE ARCHITECT SHALL MAKE RECOMMENDATIONS ON NUMBER OF SPECIES OF TREES TO BE REPLACED FROM THE PLANT KEY SHOWN BELOW.

ALL REPLACEMENT TREES TO BE PLANTED SHALL BE FROM THE WOODLAND REPLACEMENT CHART FROM SECTION 37: WOODLAND PROTECTION

- KEY:**
- D = EXISTING DECIDUOUS WOODLAND REPLACEMENT TREES
  - 144 TOTAL
  - MAPLE, LINDEN, HYBRID ELM, SYCAMORE, THORNLESS HONEY LOCUST, TULIP TREE, HORNBEAM, GINKGO, HACKBERRY
  - E = EXISTING EVERGREEN WOODLAND REPLACEMENT TREES
  - 92 TOTAL
  - NORWAY SPRUCE, BLACK HILL SPRUCE, WHITE SPRUCE

G.R. MEADOWBROOK  
31550 NORTHWESTERN HWY.  
SUITE 220  
FARMINGTON HILLS, MI 48334

**HUNTLEY MANOR**  
MEADOWBROOK ROAD AT  
GRAND RIVER AVENUE  
NOVI, MICHIGAN

SHEET

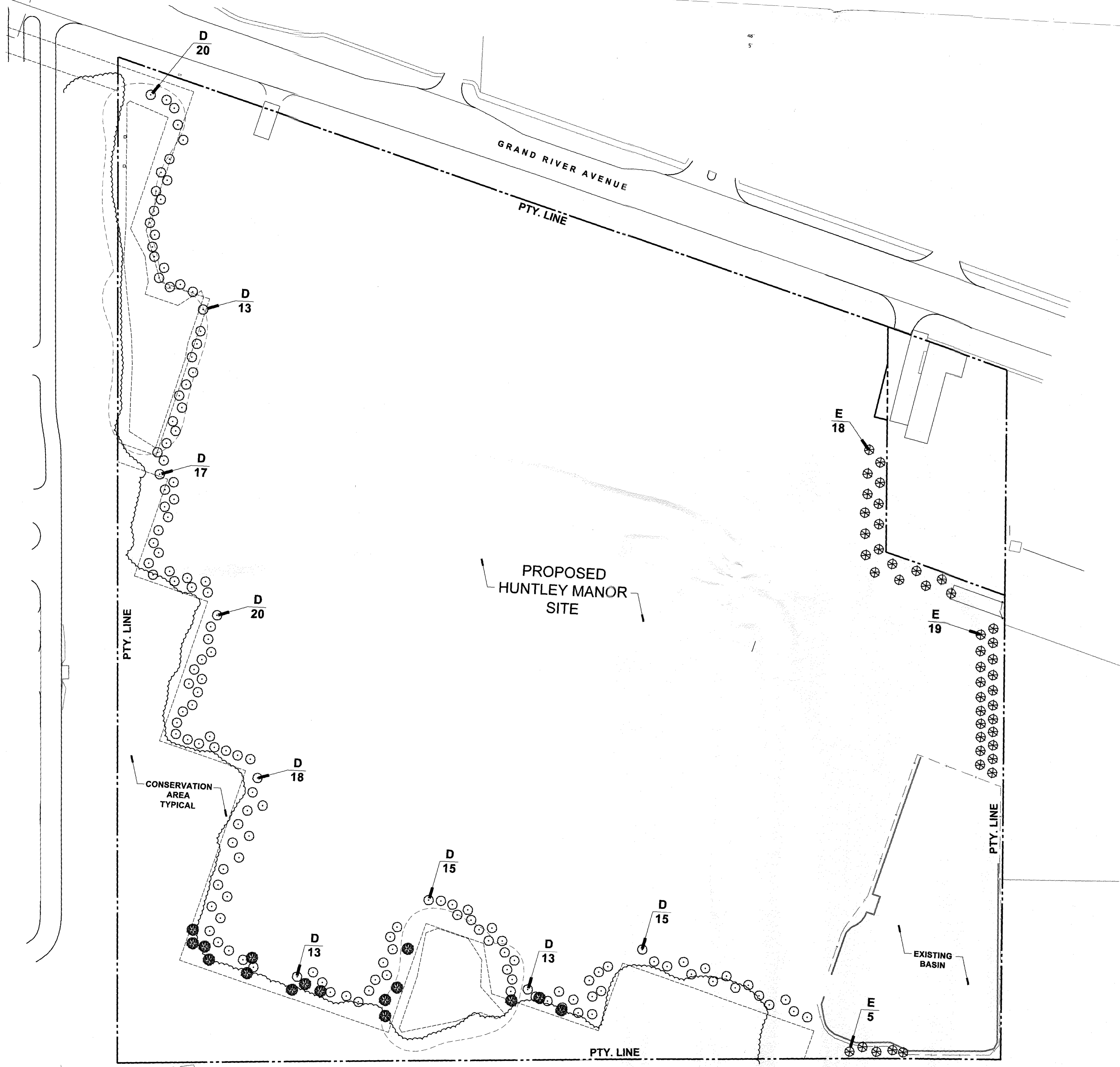
**EXISTING WOODLANDS REPLACEMENT TREE PLAN**

**PRELIMINARY DATE**  
03-13-2017 REV. / CITY REVIEW  
05-03-2017 REV. / CITY REVIEW / FINAL STAMPING SETS

**ISSUE DATE**  
03-06-2018 CONSTRUCTION SET

**REVISION DATE**  
04-24-2018 ASI #1 / BIDS  
05-17-2018 CITY REVIEW  
10/10/2019 WOODLAND TREES

SHEET NUMBER



**EXISTING WOODLAND REPLACEMENT TREE PLAN**

1  
L305 SCALE 1" = 60'

**ATTORNEY'S APPROVAL LETTER**

---

ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

October 28, 2020

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

**RE: Huntley Manor JSP 16-34**  
***Landscape Easement Agreement***

Dear Ms. McBeth:

We have received and reviewed the final executed Landscape Easement Agreement for the Huntley Manor SDO. The Landscape Easement Agreement has been provided instead of a Woodland Conservation Easement for the purpose of preservation of woodland replacement trees. The format and content of the Landscape Easement Agreement is generally, the same as a Woodland Conservation Easement, except to the extent that an overall legal description of the location of the replacement trees could not be provided, as would be typical with a Conservation Easement, for the reason that the trees are individually spread out throughout the Development. We have no objection to the proposed format as the enforcement mechanisms are the same as a Conservation Easement. The approved Landscape Plan has been attached to identify the locations of the replacement trees that are the subject of the Agreement. Subject to review and approval of the Exhibits by the City's Planner or Engineering Consultant, the Landscape Easement Agreement should be placed on an upcoming City Council Agenda for approval.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name below.

Elizabeth Kudla Saarela

EKS  
Enclosures



Barb McBeth, City Planner  
City of Novi  
October 28, 2020  
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Lindsay Bell, Planner  
Christian Carroll, Planner  
Madeleine Kopko Daniels, Planning Assistant  
Angie Sosnowski, Community Development Bond Coordinator  
Kate Richardson, Plan Review Engineer  
Victor Boron, Civil Engineer  
Sarah Marchioni, Community Development Building Project Coordinator  
Michael Freckelton, Taylor Reynolds and Ted Meadows, Spalding DeDecker  
Mark Kassab, Shapiro Real Estate Group ([mkassab@mshapirorealestate.com](mailto:mkassab@mshapirorealestate.com))  
Wayne S. Segal, Esquire  
Thomas R. Schultz, Esquire