

JSP18-16

LAKEVIEW JSP 18-16

Public hearing at the request of Robertson Brothers Homes for Planning Commission's recommendation to City Council for an amendment of the Planned Rezoning Overlay Agreement. The subject property is approximately 3.15 acres and is located south of 13 Mile Road on the east and west sides of Old Novi Road (Section 10 and 11). The applicant is proposing to amend the PRO Agreement to remove a condition that states garages must be set back 5 feet from the porch in order to offer additional home models for buyers to select from.

Required Action

Recommendation to the City Council for approval or denial of the amendment of the Planned Rezoning Overlay Agreement.

REVIEW	RESULT	DATE	COMMENTS
Planning	Approval recommended	6-8-21	No changes to deviations, play layout proposed
Façade	Approval recommended	6-7-21	 Proposed new designs are in conformance with the Ordinance, and of equal or better quality to those already approved Project can readily comply with Similar/Dissimilar ordinance

MOTION SHEET

Recommend Approval

In the matter of Lakeview JSP18-16, motion to recommend approval to the City Council to amend the Planned Rezoning Overlay Agreement as follows:

- a. Remove condition (k) on page 5 of the recorded PRO Agreement which states "All lots/units shall have front entry attached garages, which will be set back a minimum of 5 feet from the porch."
- b. The new proposed home models to be added to Exhibit B of the PRO Agreement.

This motion is made because:

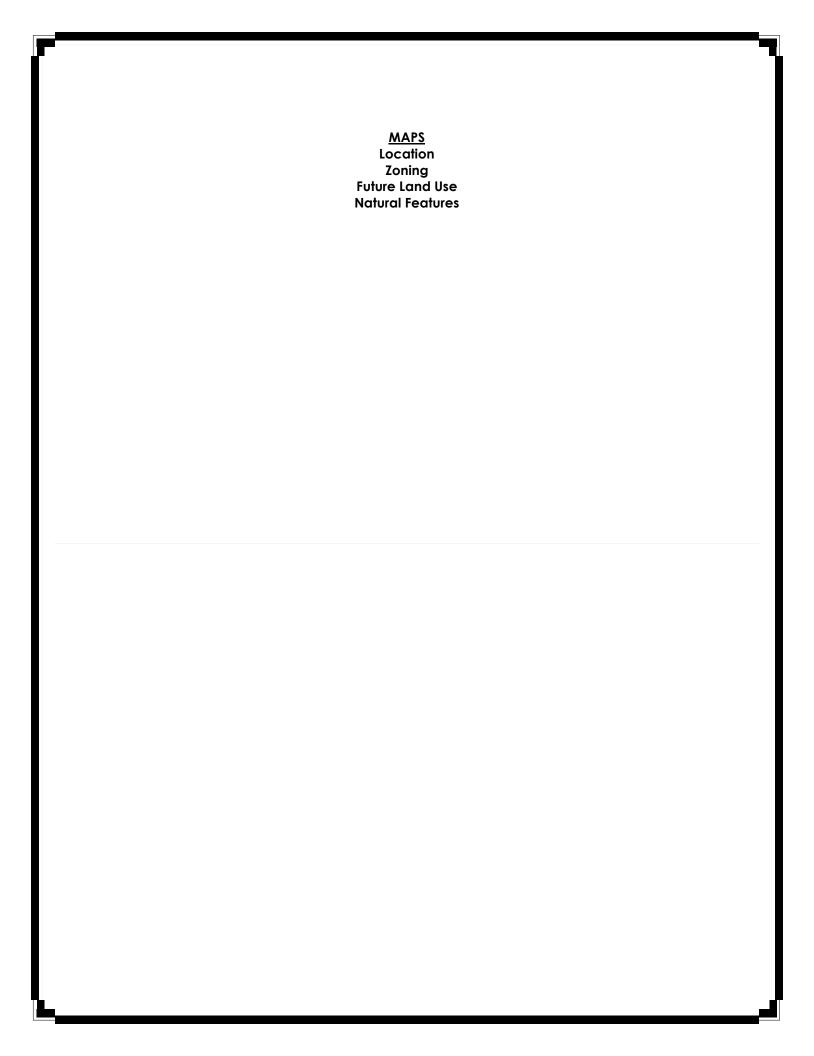
- 1. The PRO Agreement otherwise remains unchanged and there are no changes proposed to the lot layouts, deviations and other conditions of development;
- 2. The amendment will allow for a greater variety of home models that can be accommodated within the lots on the east side of Old Novi Road;
- 3. The proposed new single family home models are consistent with those previously approved for this development, and appear to be generally of equal or greater architectural quality.
- 4. The new homes proposed will still be reviewed for compliance with the similar/dissimilar ordinance (Section 3.7) at the time of plot plan submittal;
- 5. The driveway length will still allow adequate room for parking vehicles within the driveway without encroaching into the sidewalk
- 6. (Additional reasons here if any).

-OR-

Recommend Denial

In the matter of Lakeview JSP18-16, motion to recommend denial to the City Council to amend the Planned Rezoning Overlay Agreement as follows:

- a. The proposed request is inconsistent with a term of the Agreement that was previously offered and approved.
- b. (Additional reasons here if any).



JSP 18-16 LAKEVIEW HOMES LOCATION





LEGEND

Subject Property



City of Novi

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

Map Author: Lindsay Bell Date: 6/16/2021 Project: Lakeview PRO Version #: 1

0 50 100 200 30



1 inch = 225 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.

JSP 18-16 LAKEVIEW HOMES South East Lake Dr Lake Dr **ZONING** Eost-loke-pr **Thirteen** Elm Ct Mile Rd Duana X ve **R-4** Section 10 Section 11 Old Novi **R-4** South-Lake-Dr R-4 Charlotte-St R-4 Thirteen-Mile-Rd **LEGEND** R-4 R-A: Residential Acreage Martin Ave N R-1: One-Family Residential District B=3 R-4: One-Family Residential District RM-1: Low-Density Multiple Family RM-2: High-Density Multiple Family B-3: General Business District Subject Property Wainwright St Subject **Property** RM-2 Austin Dr **City of Novi** CITY OF Linhart St R-4 **Dept. of Community Development** City Hall / Civic Center 45175 W Ten Mile Rd Novi, MI 48375 cityofnovi.org R-4 **Map Author: Lindsay Bell** Date: 6/16/2021 Shawood Dr Old-Novi-Rd **Project: Lakeview PRO** Version #: 1 0 50 100 200 1 inch = 225 feet Emerson Way MAP INTERPRETATION NOTICE Elliot Ln of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

JSP 18-16 LAKEVIEW HOMES FUTURE LAND USE East-liake Dr Duana Pye SINGLE **FAMILY PUBLIC PARK** South-Lake-Or Charlotte St -Thirteen-Mile-Rd-SINGLE Pavillion FAMILY Shore Village Martin Ave N Wainwright St Subject **Property** Linhart St SINGLE **FAMILY** PUD Old-Novi-Rd **PRIVATE PARK**

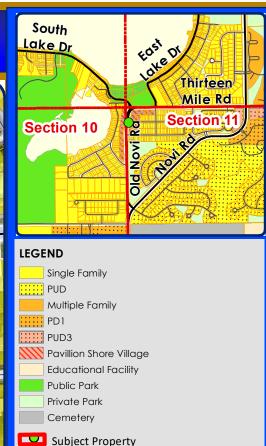
SINGLE FAMILY

Pavillion

Shore Village

Emerson Way

Elliot Ln





City of Novi

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

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0 50 100 200



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JSP 18-16 LAKEVIEW HOMES NATURAL FEATURES





LEGEND



Subject Property



City of Novi

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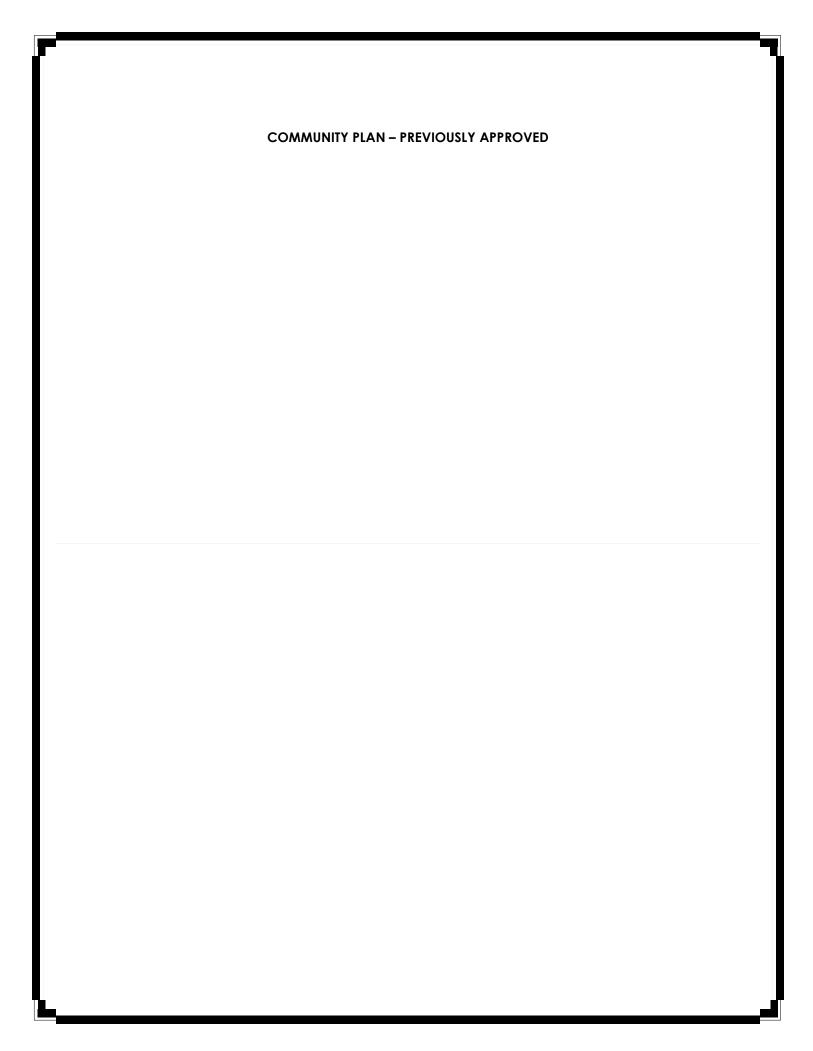
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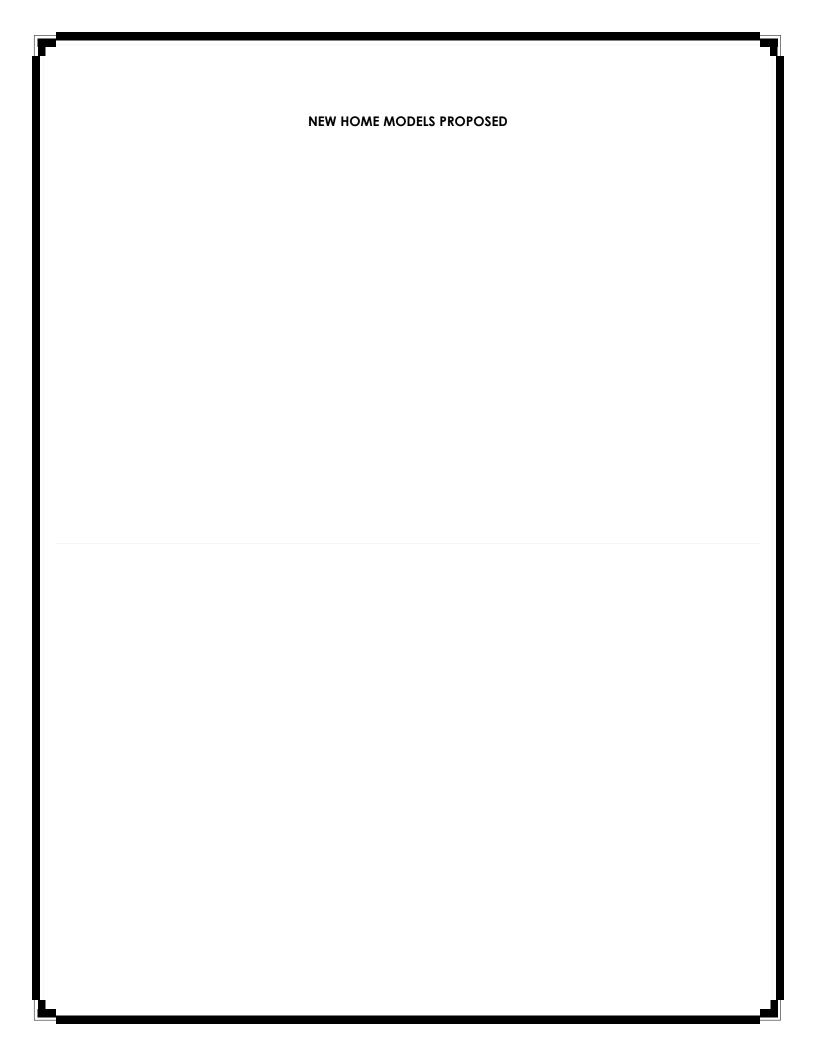
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Community Plan





LAKEVIEW PLAN #1915, PLAN #2324 PLAN #2632, PLAN #3311, PLAN 2860 ELEVATIONS

3-16-21



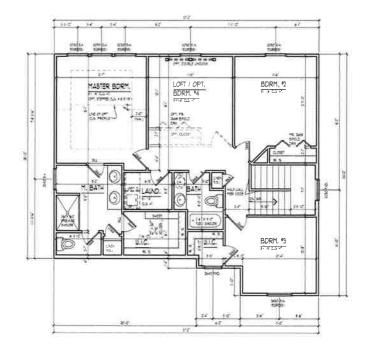




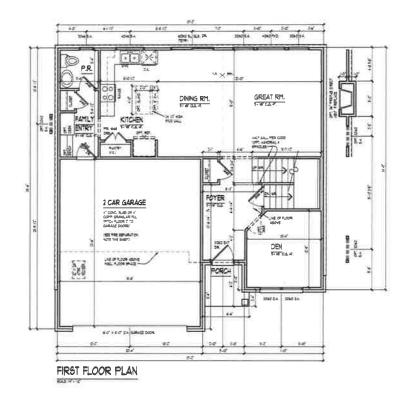
OPT. 2 MASTER BATH



OPT, I MASTER BATH



SECOND FLOOR PLAN





PROPOSED TRADITIONAL ELEVATION

PLAN #1915 TRADITIONAL ELEVATION







LEFT ELEVATION

REAR ELEVATION

RIGHT ELEVATION



PROPOSED CRAFTSMAN ELEVATION

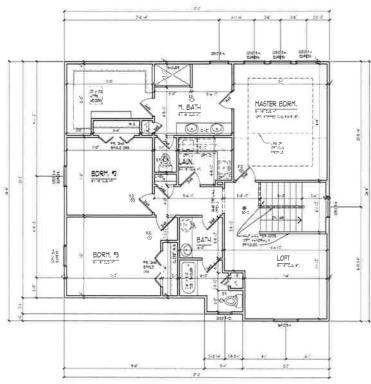


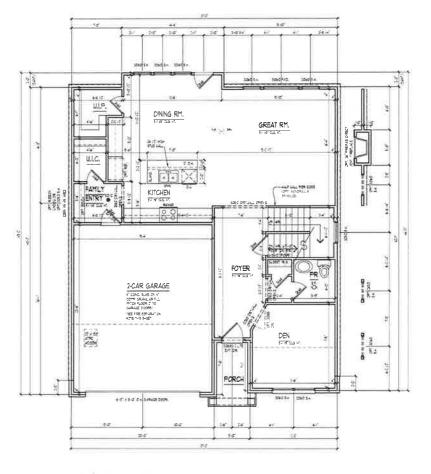
PROPOSED FARMHOUSE ELEVATION



PROPOSED EUROPEAN ELEVATION







SECOND FLOOR PLAN

FIRST FLOOR PLAN



PROPOSED TRADITIONAL ELEVATION

TRADITIONAL ELEVATION



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



PROPOSED CRAFTSMAN ELEVATION

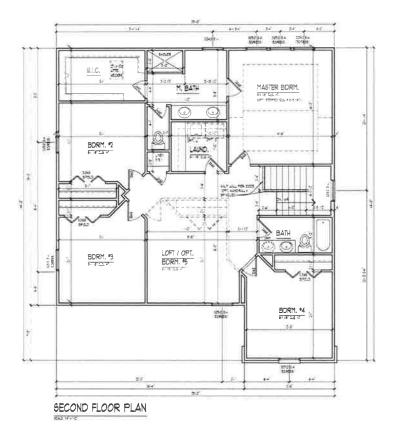


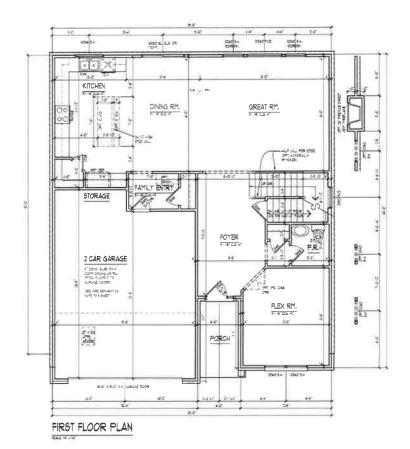
PROPOSED FARMHOUSE ELEVATION



PROPOSED EUROPEAN ELEVATION









PROPOSED TRADITIONAL ELEVATION

PLAN #2632 TRADITIONAL ELEVATION







REAR ELEVATION



RIGHT ELEVATION



PROPOSED CRAFTSMAN ELEVATION

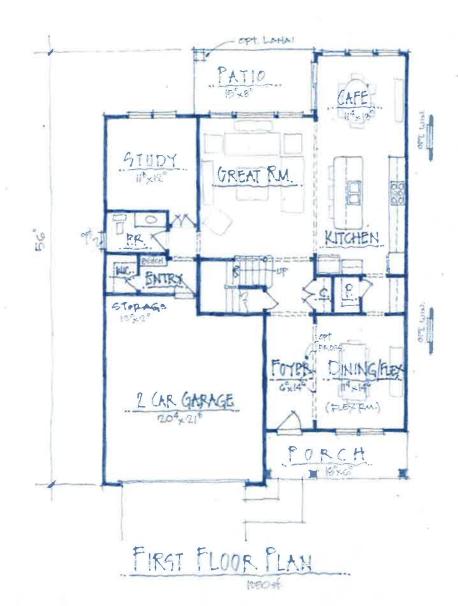


PROPOSED FARMHOUSE ELEVATION



PROPOSED EUROPEAN ELEVATION







PROPOSED TRADITIONAL ELEVATION







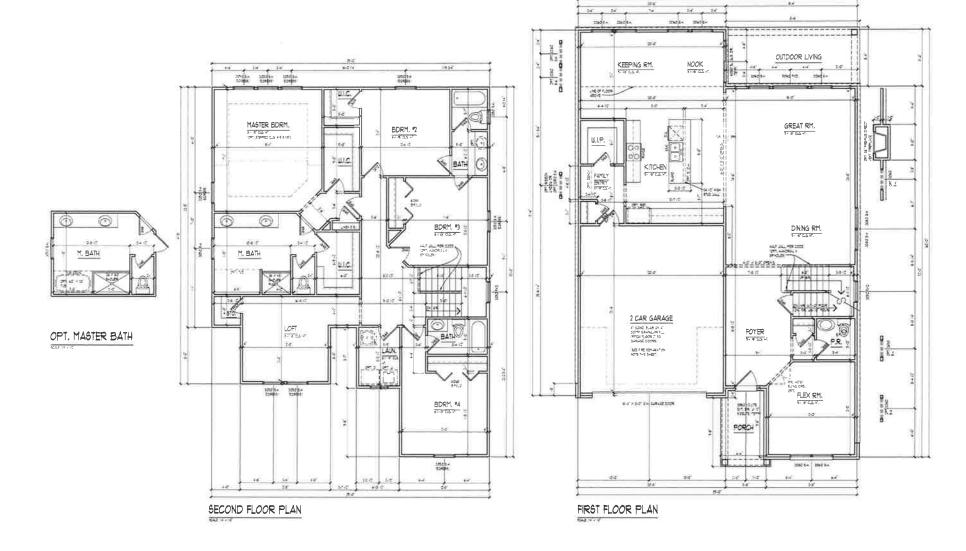
PROPOSED CRAFTSMAN ELEVATION



PROPOSED FARMHOUSE ELEVATION



PROPOSED EUROPEAN ELEVATION





PROPOSED TRADITIONAL ELEVATION

TRADITIONAL ELEVATION







LEFT ELEVATION

REAR ELEVATION

RIGHT ELEVATION



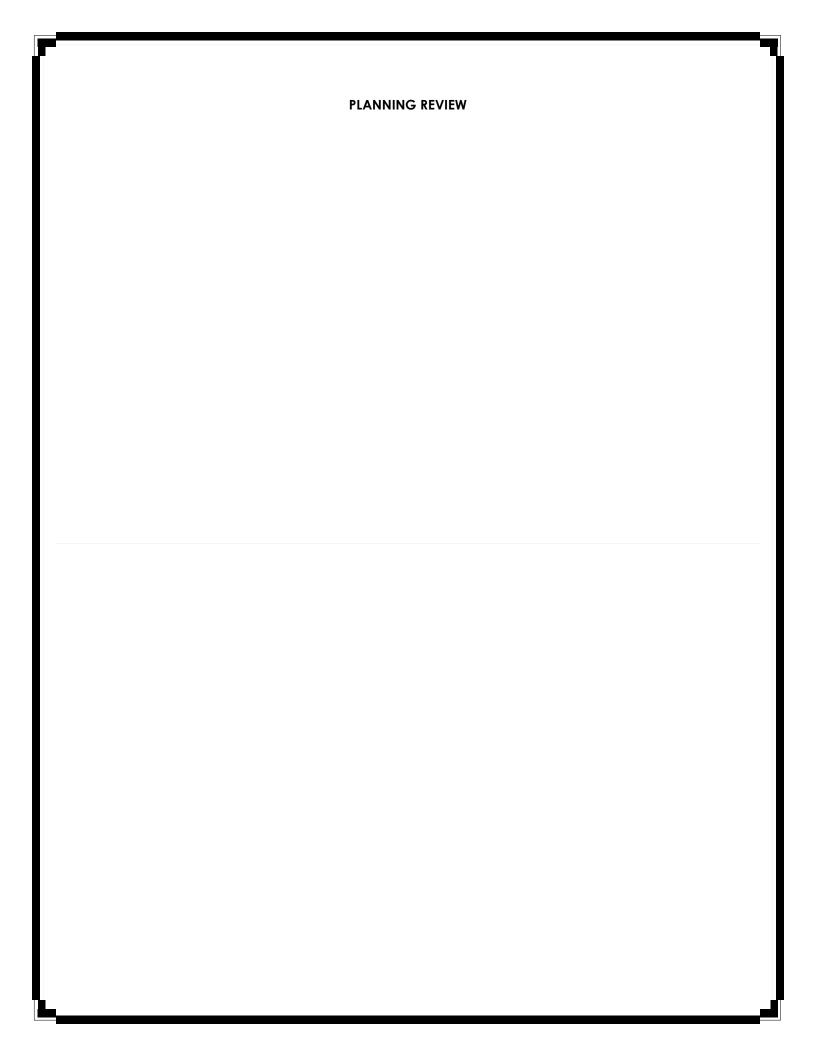
PROPOSED CRAFTSMAN ELEVATION



PROPOSED FARMHOUSE ELEVATION



PROPOSED EUROPEAN ELEVATION





PLAN REVIEW CENTER REPORT

June 8, 2021

Planning Review

Lakeview Homes JSP18-16

PETITIONER

Robertson Brothers Homes

REVIEW TYPE

First Amendment of the PRO Agreement

PROPERTY CHARACTERISTICS

Section	10 and 11						
Site Location	East and West of Old Novi Road; South of Thirteen Mile Road;						
Site School District	Novi Community School District						
Site Zoning	RM-2 (High Density Multi-Family Residential) with Planned Rezoning Overlay						
Adjoining Zoning	North B-3 General Business						
	East	R-4 One Family Residential					
	West	R-4 One Family Residential					
	South	R-4 One Family Residential					
Current Site Use	Single family and vacant						
	North	Restaurant, Convenience Store					
A dinima Hana	East	Single Family Residences					
Adjoining Uses	West	Single Family Residences					
	South	Single Family Residences					
Site Size	3.15 Acres						
Plan Date	Received May 11, 2021						

PROJECT SUMMARY

The applicant previously received approval for a 20-unit single family residential development with frontage and access to Old Novi Road, Wainwright Street and Linhart Street. The Plan shows one detention pond on the east side of Old Novi Road, north of Wainwright. The plan also includes pedestrian walks along both sides of Old Novi Road, and on-street parking spaces on the east side of Old Novi Road. All proposed homes front on existing public roads. The subject property is 3.15-acres, with portions of property in Sections 10 and 11.

A Zoning Map Amendment from B-3 (General Business) and R-4 (One Family Residential) to RM-2 (High-Density Multi-Family Residential) utilizing the City's Planned Rezoning Overlay (PRO) option was approved by Council on February 11, 2019. At this time, the applicant requests a modification to one of the PRO conditions in order to offer additional home plan options to buyers. No changes to the approved Site Plan are proposed at this time. All other terms and conditions of the PRO Agreement are to remain unchanged.

Seven homes have already sold in the development, and a total of thirteen lots remain. The applicant now seeks to amend one provision of the PRO Agreement that requires All lots/units shall have front entry attached garages, which will be set back a minimum of 5 feet from the porch. If

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this condition of the PRO Agreement is removed, the new house plans will fit on the ten lots on the west side of Old Novi Road. Two of the new house plans will fit on all of the lots on the east side of Old Novi Road, and two others will fit on a few of the lots. The applicant will still offer the original series of house plans, in addition to the new models, if the restriction for the garage setback is removed from the agreement. The original intent of the setback of the garage was for reasons of aesthetics, and to reduce the visual effects of the front-entry garages. The aesthetics of the front-facing garage doors can now be better visualized, since seven homes are under.

RECOMMENDATION

Approval of the amendment to the PRO Agreement is recommended. The requested modification of the PRO Agreement condition meets the requirements of the Zoning Ordinance, with deviations that were approved by City Council as part of PRO Concept plan approval. The proposed home plans are of equal or better architectural quality than the previously approved home plans, the additional variety will allow for more options for buyers, and the minimum space required for driveway parking will still be maintained.

PRO OPTION

The PRO option creates a "floating district" with a conceptual plan attached to the rezoning of a parcel. As part of the PRO, the underlying zoning has been changed (in this case from B-3 and R-4 to RM-2) and the applicant enters into a PRO agreement with the City, whereby the City and the applicant agree to tentative approval of a conceptual plan for development of the site. Following final approval of the PRO concept plan and PRO agreement, the applicant submits for Preliminary and Final Site Plan approval under standard site plan review procedures. The PRO runs with the land, so future owners, successors, or assignees are bound by the terms of the agreement, absent modification by the City of Novi. If the development has not begun within two years, the rezoning and PRO concept plan expires and the agreement becomes void.

PROJECT REVIEW HISTORY

- On November 9, 2017, a Pre-application meeting was held with a plan that included 70 multifamily units.
- On April 13, 2018, another Pre-application meeting was held with a revised plan for 32 townhouse units in 6 buildings and 6 single family homes.
- On May 29, 2018, the applicant formally submitted a Concept Plan and PRO Rezoning Request. The plan included 14 multi-family townhome units and 17 single-family homes.
- On June 27, 2018, the Master Plan and Zoning Committee considered the request. The committee members were glad the applicant was moving in the right direction, but recommended the plans be further revised to bring the density in line with the Master Plan and the adjoining neighborhoods.
- On August 10, 2018, the applicant submitted a revised Concept Plan with 21 Single Family homes.
- On September 26, 2018, the Planning Commission considered the proposed development and made a favorable recommendation to Council.
- On October 22, 2018, City Council considered the proposed development for tentative approval of proposed zoning amendment and postponed their decision pending suggested revisions.
- On December 3, 2018, City Council reconsidered the proposed zoning amendment and tentatively approved a revised concept plan with 20 single family units, and directed the staff and the applicant to work on the PR O agreement.
- On February 11, 2019, City Council approved the PRO Agreement and Concept Plan.
- On April 17, 2019, Planning Commission approved the Preliminary Site Plan with Site Condominium, Wetland Permit, Woodland Permit, and Storm Water Management Plan.
- The Final Stamping Set was granted administrative approval on September 6, 2019.

ORDINANCE REQUIREMENTS

This project was reviewed for conformance with the Zoning Ordinance with respect to Article 3 (Zoning Districts), Article 4 (Use Standards), Article 5 (Site Standards), and any other applicable provisions of the Zoning Ordinance. Please see the attached charts for information pertaining to ordinance requirements. Items in bold below must be addressed and incorporated as part of the stamping set submittal.

- 1. <u>Garage Setback</u>: One of the conditions of the PRO Agreement states "All lots/units shall have front entry attached garages, which will be set back a minimum of 5 feet from the porch." It is this condition of the ordinance that the applicant requests to strike from the agreement.
- 2. <u>Driveway Parking</u>: A deviation was granted to allow the homes on the west side of Old Novi Road to have a front yard building setback of only 6 feet, but combined with the 15' private use easement of the right-of-way, there would be a minimum of 21 feet of driveway that could be utilized for parking in front of the garages without encroaching on the sidewalk. On the west side of Old Novi Road, homes are required to be set back a minimum of 20 feet, which would allow driveway parking without encroaching on the sidewalk in the Right-of-way. The required 5 foot setback of the garage from the front porch was proposed for aesthetics, with the thought that the front porches proposed by the applicant would help support the cottage-home type atmosphere for the existing neighborhood in the area, with the garage being de-emphasized.
- 3. <u>Unit Model Dimensions</u>: The applicant has provided a plan sheet that shows the new model layouts overlaying the setback requirements of each lot in order to demonstrate which units would fit on each lot within the approved minimum setbacks. All of the new units appear to be compatible with the lots on the west side of Old Novi Road (Units 1-10), which are each at least 55 feet in width. The lots east of Old Novi Road, Units 11-20, are generally narrower (ranging from 51 to 56 feet), and therefore are more constrained. Models 2632 and 2860 are 39 feet wide and therefore do not fit on Units 11-17 as the minimum total side yard setback requires 13-15 feet. Units 19 and 20 have a shorter depth, which also constrains the length of unit that can fit on the site. See table below for detailed lot dimensions and where the new building models can be built. Shaded lots indicate where homes are already built/under construction.

Lakeviev	v Lot Dim	ensions										
							New Building Models Proposed					
Lot Number	Length	Width	Total Front/Back Setbacks	Total Side Setbacks	Building envelope length	Building envelope width	1915	2324	2632	2860	3311	
1	100	60.34	31	15	69	45.34	х	х	Х	х	х	
2	100	55.34	31	15	69	40.34	Х	х	Х	Х	х	
3	100	55.33	31	15	69	40.33	Х	Х	Х	Х	х	
4	76.09	63.92	26	15	50.09	48.92	х	х	х			
5	76.09	65.34	26	15	50.09	50.34	Х	Х	Х			
6	100	55.36	31	15	69	40.36	Х	х	Х	Х	х	
7	100	55.34	31	15	69	40.34	х	х	х	х	х	
8	100	55.34	31	13	69	42.34	Х	Х	Х	Х	х	
9	100	55.3	31	13	69	42.3	Х	х	Х	Х	х	
10	100	64.24	31	17.9	69	46.34	Х	Х	Х	Х	х	
11	121.99	51.83	55	13	66.99	38.83	Х	Х				
12	122	51	55	13	67	38	Х	Х				
13	122	51	55	13	67	38	Х	х				

			i	i e	1	i	i	i		i i
14	122	53.81	55	15	67	38.81	Х	Х		
15	123.44	53.62	55	15	68.44	38.62	Х	Х		
16	123.44	51.6	55	13	68.44	38.6	Х	Х		
17	123.44	51.6	55	13	68.44	38.6	Х	Х		
18	123.44	53.3	55	13	68.44	40.3	х	х	х	х
19	101	54.1	45	13	56	41.1	Х	Х	Х	Х
20	100.99	56.02	45	15	55.99	41.02	Х	Х		Х

4. Building Materials: The applicant indicates the building materials will be consistent with the exterior building material package options that were included in the original PRO Agreement. Each home will be reviewed for conformance with material and similar/dissimilar requirements at the time of plot plan/building permit submittal.

MAJOR CONDITIONS OF PLANNED REZONING OVERLAY AGREEMENT

Some selected conditions that are part of the PRO Agreement are included below. Please refer to the PRO agreement for other details.

- 1. The use of the Land will be for 20 single-family dwellings the standards spelled out in the Agreement and shown in the PRO Plan, including but not limited to the minimum architectural and façade standards depicted in the PRO Plan. Overall site plan approved. Individual lots reviewed for conformance with plot plan submittals.
- 2. Developer, at the time of final site plan submittal, shall execute a use easements, or license agreements, extending into the Old Novi Road Right-of-Way for the parcels along the west and east side of the road for the purpose of providing front and side yard space for the dwellings, including landscaping features and decorative fences to be maintained by the homeowners. This has been completed.
- 3. Additional buffer screening, including fence, must be provided for existing residences on the adjacent property along the western property boundary. If a two-story home is to be built, evergreen trees shall also be provided to buffer the existing residences. The fence has been installed. Evergreen trees have yet to be planted on lots with ongoing home construction.
- 4. In lieu of the required berm between commercial and residential uses, Developer shall provide alternate screening on both sides of Old Novi Road in the form of a fence or wall and/or landscaping to be approved by the City's landscape architect at the time of final site plan approval. Consideration shall be given to limiting noise and visual impacts for the residents, as well as impacts to wetlands and buffer areas. The screening shall be installed within 8 months of issuance of a grading permit for the Development. The fence has been installed.
- 5. Developer shall work with the City to design and erect an historical marker denoting the site of Cornelius Austin's home and significance to the local history, in a size and scale similar to those in nearby Pavilion Shore Park. This has been provided and installed.
- 6. Developer shall provide the pedestrian elements along the east side of Old Novi Road, including a seating feature and landscaping. This has been constructed.
- 7. Applicant shall submit Wetland and Woodland Conservation Easements for any areas of remaining wetland and replacement trees. This has been accepted by the City and recorded.

ORDINANCE DEVIATIONS

The following deviations from the standards of the zoning ordinance are hereby authorized pursuant to §7.13.D.i.c (2) of the City's Zoning Ordinance.

- a. Planning Deviations for Single-Family (R-4 standards), Section 3.1.5.D of the Zoning Ordinance, because the type of development recommended by the Master Plan would not be achieved with the required standards and many of the deviations are similar to the existing homes in the area:
 - i. Reduction of minimum lot area by 4,604 square feet (10,000 square feet required, 5,396 square feet provided);
 - ii. Reduction of minimum lot frontage by up to 29 feet (80 feet required, 51 to 65 feet provided);
 - iii. Reduction of the minimum required building front yard setback by up to 24 feet (Required 30 feet, provided 6 to 20 feet);
 - iv. Reduction of the minimum required building side yard setback by 5 feet (Required 10 feet, provided 5 feet);
 - v. Reduction of the minimum required building side yard total setback by up to 12 feet (Required 25 feet, provided 13 to 23 feet);
 - vi. Reduction of the minimum required building rear yard setback by 15 feet (Required 35 feet, provided 20 feet);
 - vii. Reduction of the minimum required exterior side yard building setback by 25 feet (Required 30 feet, provided 5 feet);
 - viii. Exceeding the maximum lot coverage percentage by 20% (25% allowed, 45% provided); and
- b. City Council variance from Sec. 11-94(a)(2) of the Code of Ordinances for deviation for the width of storm sewer easements (10 feet requested, 20 feet required);
- c. Engineering deviation from Chapter 7.4.2(C)(3) of Engineering Design Manual for the distance between the sidewalk and curb to a minimum of 10 feet on the west side of Old Novi Road to create more usable area in the right-of-way while ensuring pedestrian safety;
- d. Engineering deviation from Chapter 7.4.2(C)(3) of Engineering Design Manual for the distance between the sidewalk and curb to a minimum of 9 feet on the east side of Old Novi Road between Linhart and Wainwright Streets only, adjacent to the on street parking spaces, to create more usable area in the right-of-way and provide sidewalk adjacent to the on-street parking spaces;
- e. Traffic deviation from Sec. 11-216 of the Code of Ordinances for driveway width of 10 feet (16 feet standard) which is within the acceptable range and may be granted administratively;
- f. Landscape deviation from Sec. 5.5.3.B.ii and iii of the Zoning Ordinance for no screening berm provided between the B-3 commercial district and the residential properties to the south on both sides of Old Novi Road (6-8 feet tall landscaped berm required, 0 feet provided) with alternative screening with fence/wall and/or landscaping to be provided (as noted in the PRO Conditions, 3.J, above);
- g. Landscape deviation from Sec. 5.5.3.E.i.c and 5.5.3.E.ii of the Zoning Ordinance for street trees located in front yards of single-family homes on Wainwright and Linhart, rather than within the right-of-way due to the presence of utilities;
- h. For the landscaping and decorative fences located within the right-of-way:
 - i. A landscape waiver for the location of greenbelt trees within the right-of-way;

Page 6

ii. A use easement, right-of-way permit, or license agreement, or other agreement in a form and manner as determined by the City Attorney, for use of a portion of the right-of-way on the west and east side of Old Novi Road as a yard area to be maintained by the Association; provided that the Association may require the individual owners to conduct such maintenance in the first instance, with the Association being ultimately responsible to the City under the Master Deed.

SUMMARY OF REVIEWS

a. <u>Facade Review</u>: Façade review recommends approval. Single family homes are reviewed for conformance when Building Permits are reviewed.

NEXT STEP: PLANNING COMMISSION PUBLIC HEARING

All reviews are recommending approval of the PRO Amendment. This item is scheduled to go before the Planning Commission for public hearing on June 23, 2021 at 7:00 p.m. Planning Commission will make a recommendation to City Council. Staff reserves the right to make additional comments based on additional information received throughout the process.

CITY COUNCIL CONSIDERATION

Once the Planning Commission makes a recommendation, this item will be scheduled to go before City Council for tentative approval. If tentative approval is granted, Council will direct the City Attorney to draft the Amendment to the PRO Agreement. This document will then be brought back to City Council for final approval.

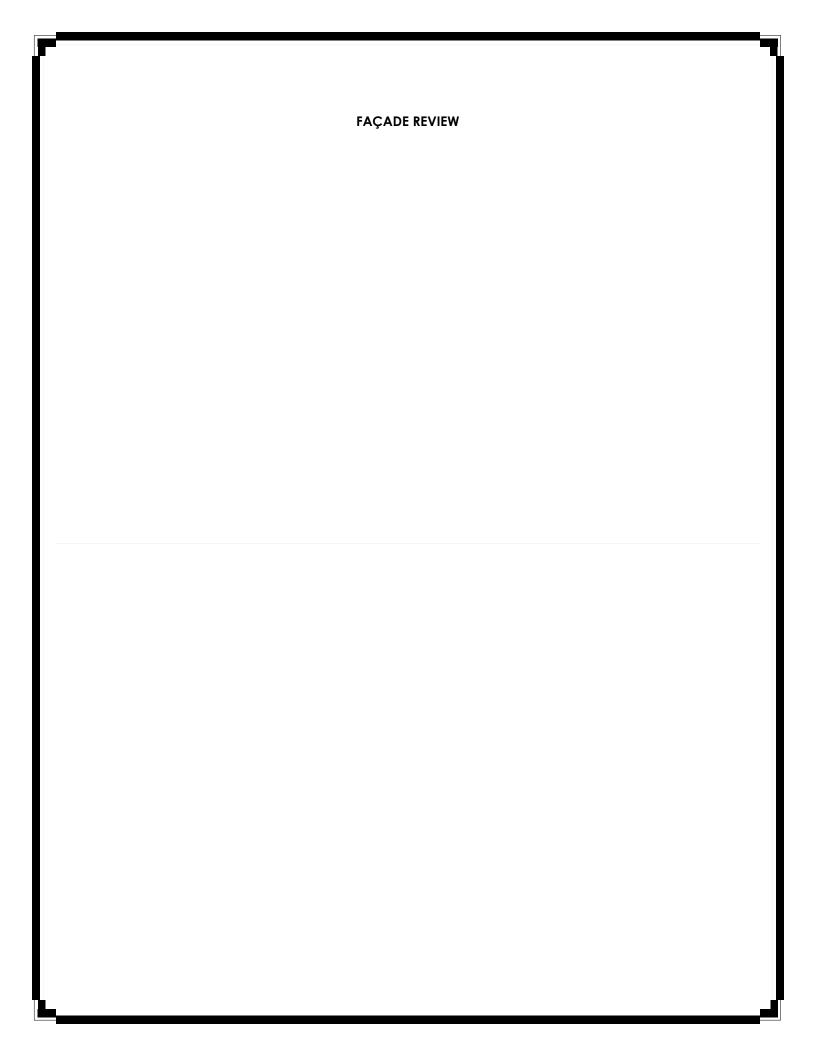
CHAPTER 26.5

Chapter 26.5 of the City of Novi Code of Ordinances generally requires all projects be completed within two years of the issuance of any starting permit. Please contact Sarah Marchioni at 248-347-0430 for additional information on starting permits. The applicant should review and be aware of the requirements of Chapter 26.5 before starting construction.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.347.0484 or Ibell@cityofnovi.org.

Lindsay Bell, AICP – Senior Planner

Kindsing Bell







June 7, 2021

City of Novi Planning Department 45175 W. 10 Mile Rd. Novi, MI 48375-3024

Attn: Ms. Barb McBeth – Director of Community Development

Re: FACADE ORDINANCE – PRO Conceptual Plan **Lakeview Detached Residences, JSP18-0016** Façade Region: 1, Zoning District: R-4 & B-3

Dear Ms. McBeth:

The following is the Facade Review for the above referenced project based on the drawings provided by Robertson Brothers Homes with cover letter dated 5/10/21. This application consists of the introduction of 5 new models into the PRO Agreement. Each new model has 4 alternate elevations.

Similar Dissimilar Ordinance Section 3.7 (Detached Units) – The single family units will be subject to the Similar Dissimilar Ordinance (Section 3.7). This Ordinance requires a variation in appearance in the front elevations of adjacent homes (Sec.3.7.2), and requires that homes within the larger development be consistent in design quality based on certain criteria; size (square footage), types of material, and overall architectural design character (Sec. 3.7.1). Together with the new plans, there will be approximately 9 models with a total of 32 front elevations. Based on our experience on similar projects we believe that compliance with the Similar / Dissimilar Ordinance can readily be achieved assuming approximately equal distribution of these models and elevations.

Planned Rezoning Overlay Ordinance (PRO) Section 7.13 (Townhomes & Detached Units) – The existing PRO Agreement requires that the garages be set back a minimum of 5' from the front porches. Four out of the 5 new models do not meet this requirement. All of the proposed new models exhibit well defined front entrances, decorative columns, shutters with multiple gables and have brick or stone extending up to the second floor belt-line on the front elevations. Based on this, the proposed new models appear to be generally equal or greater in architectural quality as compared to the previously approved models.

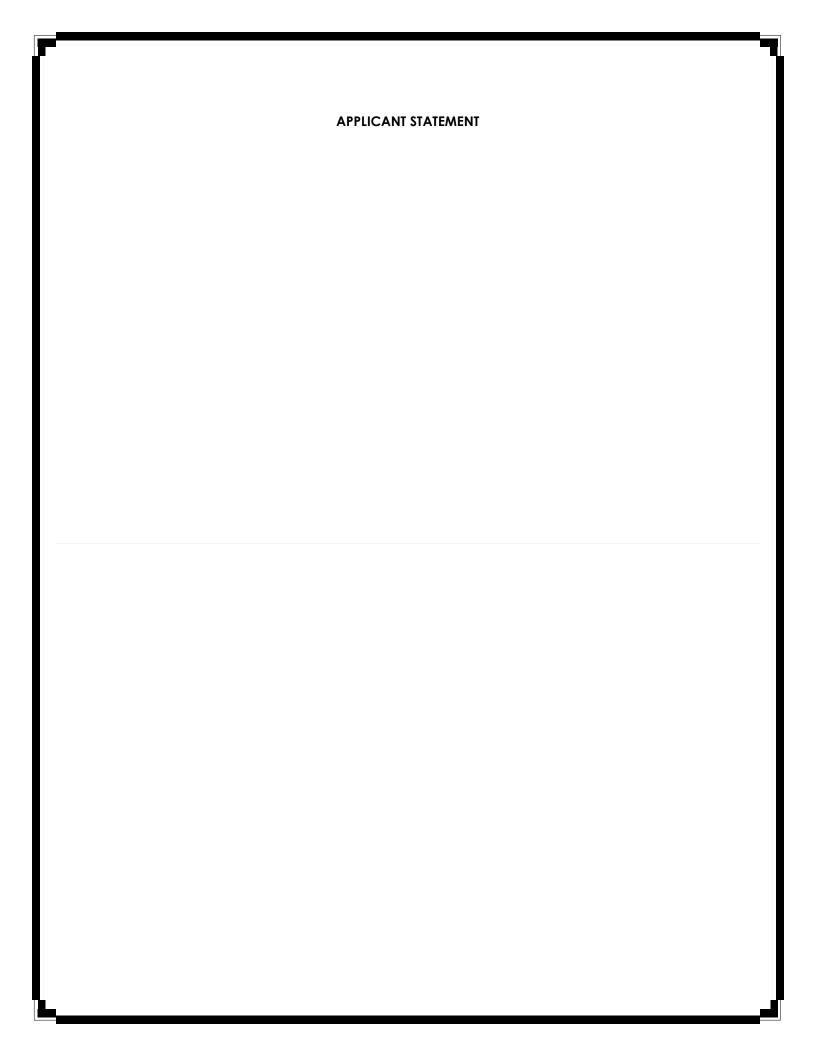
It should be noted that this review is for the architectural quality only and does not take into consideration other factors that may be affected by the garage offset, such as the adequate length of driveway parking.

The drawings provided lacked notations as to the proposed materials. The renderings indicate a variety of types of siding including shake, horizontal and vertical batten. Brick and / or stone is indicated extending up to the second floor beltline on all front elevations. It should be noted that the construction drawings submitted at the time of Building Permit application must be consistent with the approved renderings, in all respects.

Sincerely,

DRN & Associates, Architects PC

Douglas R. Necci, AIA





May 10, 2021

City of Novi Planning Department

Re:

PRO Agreement Amendment Narrative

Lakeview Community

Novi, MI

Robertson Brothers Homes respectfully submits for an amendment to the PRO Agreement for our Lakeview community. Robertson has been working with City staff to prepare plans that will provide for additional options and more attractive elevations for homebuyers. The specific provision we are asking to be removed is Condition 3(k) which reads: "All lots/units shall have front entry attached garages, which will be set back a minimum of 5 feet from the porch." The original intent of this provision was to utilize the existing home series from our Wixom community. Since that time, we have developed a superior plan series designed by the well-respected TK Design organization. This new plan series offers a better street presence, which has already been approved by the City's façade consultant. For clarification, the five-foot setback from the garage was a self-imposed condition, as our plan series at the time provided for the design. This condition is not a City of Novi ordinance.

On April 17, 2019 the Planning Commission approved the Preliminary Site Plan, and we currently have 7 sold homes with one already closed. We would like to introduce a new plan series which will use the same quality materials that have already been approved. The new plans in fact have considerably more brick and stone in the facades than the current plan series, which creates a much more attractive and diverse streetscape. Additionally, the roof lines have been varied and the overall elevations are richer and more detailed in design. The new plans will fit on the 10 lots west of Old Novi Road, but due to width, only the new 1915 and 2324 plans will be able to fit on the lots east of Old Novi Road. With approval of the new plan series, buyers will have options for these specific home site, where currently only the Charleston plan will only fit on the lots. We plan on still offering the Wixom series in conjunction with the new plan series.

Our request will create a more aesthetically pleasing community and simultaneously provide for more options for homebuyers looking to build in Lakeview. Robertson Brothers Homes is pleased to present these new plans to the City and requests the modification to the PRO Agreement accordingly.



Current Approved Colonial Style Plan Series



Proposed Colonial Style Plan Series







Please let me know if any additional information is required at this time.

Respectfully,

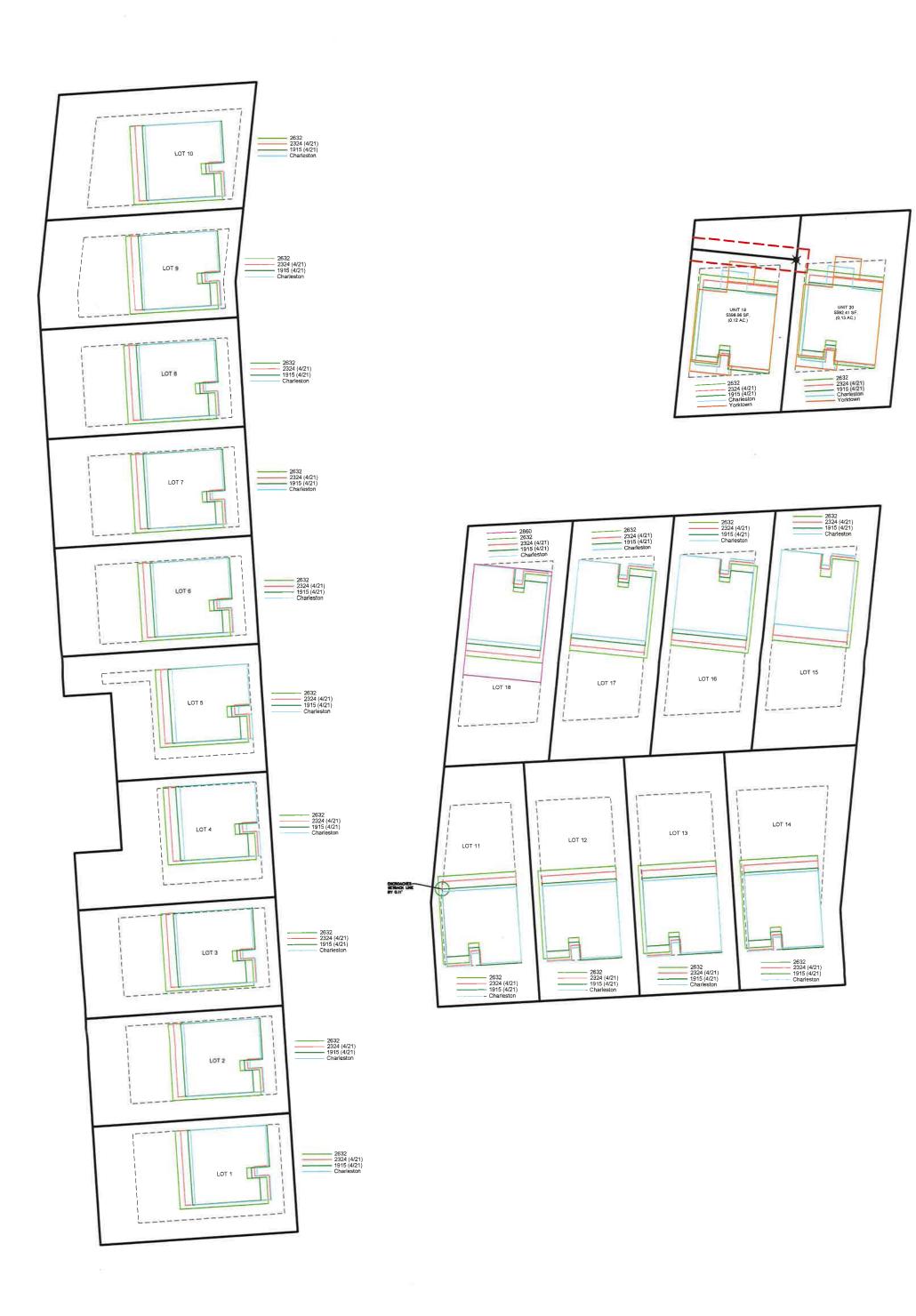
Tim Loughrin | Director of Land Acquisition and Development

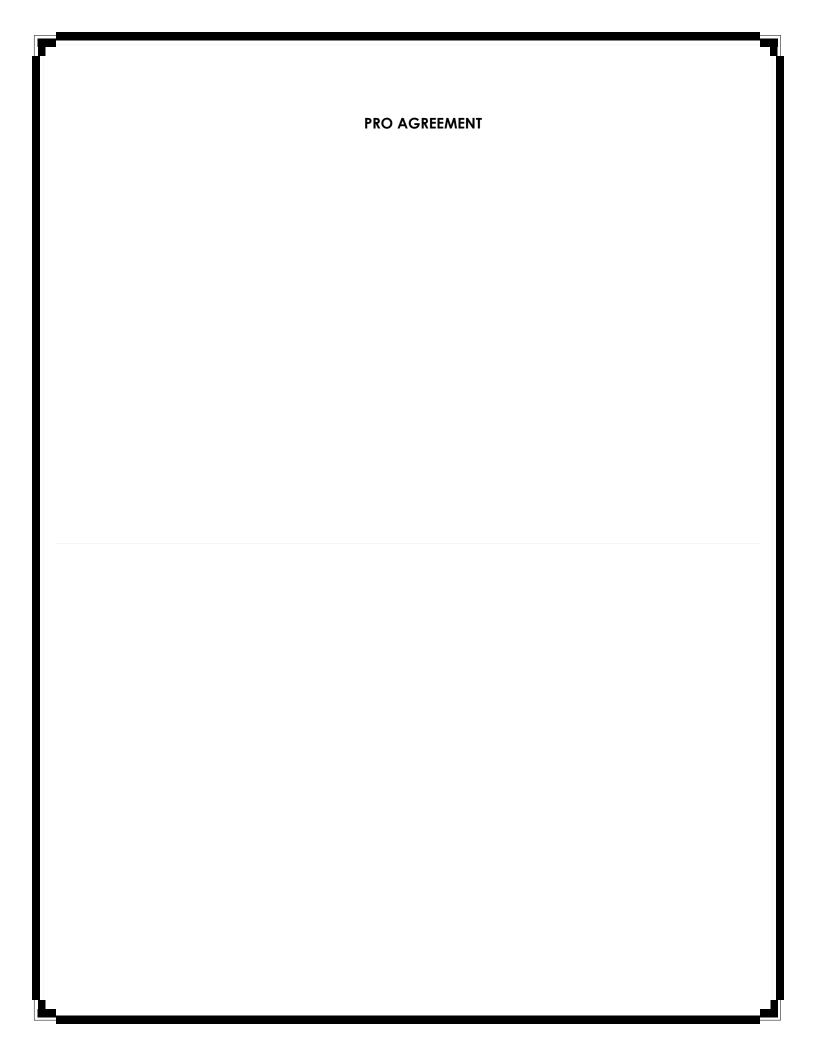
Robertson Brothers Homes

6905 Telegraph Rd, Suite 200, Bloomfield Hills, MI 48301

Direct Dial: 248.282.1428 | Mobile: 248.752.7402

tloughrin@robertsonhomes.com





2019 APR -8 AM 11: 12

CITY OF MOVE CITY CLERK'S OFFICE 2819 APR 26 A 10: 42 54830 LIBER 52720 FAGE 190 \$26.00 MISC RECORDING \$4.00 REMONUMENTATION 04/10/2019 09:30:13 A.M. RECEIPT\$ 35615 PAID RECORDED - OAKLAND COUNTY LISA BROWN, CLERK/REGISTER OF DEEDS

PLANNED REZONING OVERLAY (PRO) AGREEMENT LAKEVIEW

AGREEMENT, by and between **Robertson Lakeview**, **LLC**, a Michigan limited liability company, whose address is 6905 Telegraph Rd Ste. 200, Bloomfield Hills, MI 48301 (referred to as "**Developer**"); and the **CITY OF NOVI**, 45175 Ten Mile Road, Novi, MI 48375-3024 ("**City**").

RECITATIONS:

- A. Developer is the prospective purchaser and developer of a 3.15-acre parcel of property on the west and east side of Old Novi Road south of Thirteen Mile Road, herein known as the "Land" described on **Exhibit A**, attached and incorporated herein.
- B. The Land is currently owned by Mark Robbins (22-10-231-021, 22-10-231-006, 22-10-231-020, 22-10-231-025, 22-10-231-026, and 22-10-231-027), Carl Helwig Trust (22-11-101-002), and Real Value LLC (22-11-103-001, 22-11-103-002, 22-11-103-020, 22-11-103-005, 22-11-103-006, 22-11-103-007, 22-11-103-008, and 22-11-103-009), (the "Owners"). The Owners have consented to Developer's application for rezoning and to the terms and conditions of this Agreement and its recording at the Oakland County Register of Deeds.
- C. For purposes of the development of 20 single-family, for-sale residential homes at an overall density of 6.4 dwelling units per acre, Developer petitioned the City for an amendment of the Zoning Ordinance, as amended, so as to reclassify the Land from R-4 (One-Family Residential) and B-3 (General Business) to RM-2 (High-Density Multi-Family Residential) utilizing the City's Planned Rezoning Overlay (PRO) option. The R-4 and B-3 classifications shall be referred to as the "Existing classification" and RM-2 shall be referred to as the "Proposed Classification."
- D. The Proposed Classification would provide Developer with certain material development options not available under the Existing Classification and would be a distinct and material benefit and advantage to Developer.
- E. The City has reviewed and approved 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 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 both the proposed deviations from the strict terms of the City's land use ordinances and regulations and the proposed PRO Conditions offered or accepted by 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.

- F. The City desires to ensure that all of the Land that is depicted on the PRO Plan is developed and/or re-developed in accordance with, and used for the purposes permitted by, the approved PRO Plan, the related documents and undertakings of Developer, and all applicable laws, ordinances, regulations, and standards. Developer desires to proceed with obtaining the site plan and engineering approval and the issuance of permits required to redevelop the Land in accordance with the approved PRO Plan. Set forth herein are the terms and conditions of the agreement between the City and Developer, which such agreement is to be recorded with the Register of Deeds for the County of Oakland following execution by the parties.
- G. In proposing the Proposed Classification to the City, Developer has expressed 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 Developer (such undertakings and forbearances hereafter referred to as the "Undertakings"):
 - 1. Uses Permitted. Developer shall develop and use the Land solely for a single-family detached residential condominium development not to exceed 20 dwelling units, at a maximum density of 6.4 dwelling units per acre, to the extent permitted under the Proposed Classification (the "Development"). Units may be combined, thereby reducing the overall dwelling units permitted to less than 20-units, provided that the dwelling proposed within the combined units is still in scale with the other dwellings in the Development and meet with the requirements of applicable City ordinances and the PRO Plan. Developer shall be responsible for all necessary and required site improvements for utilities (water, sewer, storm water). Developer shall forbear from developing and/or using the Land in any manner other than as authorized and/or limited by this Agreement.
 - 2. Compliance with Applicable Laws and Regulations. Developer shall develop the Land in accordance with all applicable laws, ordinances, and regulations, including all applicable setback requirements of the Zoning Ordinance under the Proposed Classification, except as expressly authorized herein, and all storm water and soil erosion requirements and measures throughout the site during the design and construction phases of the Development, and during the subsequent use of the Land as contemplated in this Agreement.

Some deviations from the provisions of the City's ordinances, rules, or regulations are depicted in the PRO Plan and are approved by virtue of this Agreement; however, except as to such specific deviations enumerated herein, Developer's right to develop the 20-unit residential Development 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 subject to and in accordance with all applicable laws and ordinances; provided, however, that the architectural elevations and facades of the buildings as shown on the plans shall be the minimum standard for dwellings to be built, and any deviations from the elevations and facades depicted shall result in an equivalent or better product, as determined by the City's façade consultant.

- 3. **PRO Conditions**. The following conditions shall apply to the Land and/or be undertaken by Developer unless otherwise specified herein:
 - a. The use of the Land will be for single-family dwellings the standards spelled out in this Agreement and shown in the PRO Plan, including but not limited to the minimum architectural and façade standards depicted in the PRO Plan.
 - b. The maximum number of single-family units/dwellings shall be 20.
 - c. The maximum density of the development shall be 6.4 Dwelling Units Per Acre (DUA).
 - d. Developer shall establish a single condominium association for the development. The Master Deed and Bylaws for the condominium shall: prescribe the responsibilities of the homeowners association; set forth the manner, method, and timing of transferal of maintenance responsibilities for common areas and facilities to the association; provide a feasible method of funding maintenance activities, such as annual dues and/or assessments; and reserve rights to the City to enforce or undertake maintenance related to the common areas after notice and opportunity to cure is first provided to the association.

Developer shall be responsible for maintenance of open space areas, wetlands area, and storm drain improvements until Developer assigns and the association accepts such responsibilities to the association to be organized.

The restrictions and obligations set forth in the Master Deed and Bylaws shall be binding upon the owner(s) and the Land and shall run with the land described in this Agreement as the "Land." Each reference to "owner(s)" in this Section shall include the following: Developer, so long as Developer maintains any ownership interest in any portion of the Land and the Land has not been fully developed in accordance with the PRO Documents; and thereafter the Homeowners' Association established for the development.

The Master Deed and Bylaws shall include provisions obligating the Association to maintain and preserve the required landscaping (including required screening and street trees), open areas, storm drainage facilities and easements, wetlands, and any other private common elements and improvements for or within the development in good working order and appearance at all times and in accordance with the PRO Documents. The Master Deed shall also require the owners to maintain the screening fences within the development and all improvements within the use easement or license agreement, referenced below to be entered into with respect to the Old Novi Road right-of-way. The Master Deed may place the initial obligation for such maintenance of the individual owner(s), but the ultimate responsibility shall be the Association's, and the City's enforcement rights shall be against the Association.

References to the requirements and regulations applicable to the Land under the PRO Plan, PRO Conditions, and this Agreement shall also be included within the Master Deed for the development in a manner reviewed and approved by the City Attorney and Director of Community Development, including the City's enforcement rights as provided herein. The Master Deed and Bylaws shall be recorded at the Oakland County Register of Deeds at all times as a condition of this PRO.

- e. Developer, at the time of final site plan submittal, shall execute a use easement, right-of-way permit, or license agreement, in a form and manner determined by the City Attorney's Office, extending 15 feet into the Old Novi Road Right-of-Way for the parcels along the west side of the road for the purpose of providing front yard space for the dwellings, including landscaping features and decorative fences to be maintained by the homeowners with the Association having a right to undertake the work if an owner fails to do so, established in the Master Deed. Developer shall comply with all reasonable conditions set forth in the easement, license, or right-of-way permit, as required by the Engineering Division.
- f. Developer shall execute, at the time of final site plan submittal, a use easement, right-of-way permit, or license agreement, in a form and manner determined by the City Attorney's Office, extending 5 feet into the Old Novi Road Right-of-Way for parcels 11 and 18 along the east side of the road for the purpose of providing side yard space for the homes, including landscaping features to be maintained by the Homeowners' Association established in the Master Deed. Developer shall comply with all reasonable conditions set forth in the easement, license, or right-of-way permit as required by the Engineering Division.
- g. Developer, at the time of final site plan submittal, shall execute a use easement, right-of-way permit, or license agreement, in a form and manner determined by the City Attorney's Office, for the encroachment of the stormwater detention pond buffer into the Old Novi Road right-of-way, with a deviation granted for a reduction of up to 5 feet of the required 25 foot

stormwater pond buffer on the north, south, and east sides of the detention basin. Engineering Staff may at the time of Preliminary Site Plan review, allow further encroachment into the buffer if it determines that no adverse impact will occur. Developer shall comply with all reasonable conditions set forth in the easement, license, or right-of-way permit as required by the Engineering Division. Developer's rights and obligations therein will terminate when assigned to the homeowners' association.

- h. The wetland area on the northeast corner of the site shall be impacted only as permitted by MDEQ and City Wetland Permit, and the Master Deed shall provide for a conservation easement such that the wetlands, after having been mitigated, will not be disturbed.
- i. A 6-foot tall fence, as shown on the detail provided on Sheet L5 (or an approved comparable fence as determined by the City's Landscape Architect), shall be required between the new lots/units and all adjacent residential lots. If a fence exists between the lots/units on the Land an adjacent residential lot, then Developer shall permit it to remain. If no such fence currently exists, Developer will install such fencing. Additionally, evergreen trees, shall be installed to a sufficient height as a buffer to any proposed two-story residence to be built on units 1 through 7, to be located on the Land adjacent to an existing dwelling as determined by the City's Landscape Architect. The required height of such trees at the time of planting shall be determined by the City at the time of final site plan review. The fences shall be installed within 8 months of issuance of a grading permit for the Development.
- j. In lieu of the required berm between commercial and residential uses, Developer shall provide alternate screening on both sides of Old Novi Road in the form of a fence or wall and/or landscaping to be approved by the City's landscape architect at the time of final site plan approval. Consideration shall be given to limiting noise and visual impacts for the residents, as well as impacts to wetlands and buffer areas. The screening shall be installed within 8 months of issuance of a grading permit for the Development.
- k. All lots/units shall have front entry attached garages, which will be set back a minimum of 5 feet from the porch.
- I. Developer shall provide 10 on-street parking spaces along the east side of Old Novi Road, as shown on the PRO Plan.
- m. The sidewalk adjacent to the on-street parking spaces on the east side of Old Novi Road shall be 8-feet wide to accommodate encroachment of opening vehicle doors.
- n. Developer shall provide a 20-foot wide water main easement and 10-foot wide storm sewer easement to replace the 50-foot wide utility easement

- currently located within the previously-vacated Erma Street. The City will vacate the utility easement being replaced before the commencement of the Development.
- o. City Council does not object to the Zoning Board of Appeals granting variances for the two lots fronting on Austin Drive that will be altered dimensionally when portions of the lots are combined and split to create new lots in the proposed development.
- p. Developer shall work with the City to design and erect an historical marker denoting the site of Cornelius Austin's home and significance to the local history, in a size and scale similar to those in nearby Pavilion Shore Park. The City shall have the final determination as to the design and location of the marker, and Developer shall bear the full cost of fabricating and installing the sign in a manner approved by the City. The marker shall be installed following commencement of the Development as soon as reasonably practical without interfering with development and building within the area where the marker is to be located.
- q. Developer shall provide the pedestrian elements along the east side of Old Novi Road, including a seating feature and landscaping, as shown on the PRO Plan (but not the bike repair station which is replaced with Developer installing the historic marker reference in sub-paragraph P above).
- r. Developer shall include a provision in the Master Deed, in language acceptable to the City, indicating and acknowledging that the Land has no lake access or lake use rights with respect to Walled Lake by virtue of any adjacency or proximity to the lake or by virtue of any property rights theory such as dedication or easement. The Land and its occupants shall have no right of access to or use of the lake that differs from the rights (if any) of other members of the public.
- s. Developer shall comply with the conditions listed in the staff and consultant review letters.
- 4. Performance Guarantees. The City shall require Developer to provide reasonable performance and financial guarantees for the completion of improvements, including, without limitation, right-of-way improvements, water mains, sanitary sewers, storm drains, and landscaping and tree-planting activities. Such financial guarantees may include cash deposits or letters of credit as allowed by the current provisions of the City's Code of Ordinances as determined by the City, or surety bonds if permitted by the City in its discretion. Deposit and administration of financial guarantees shall be subject to the requirements and conditions of Chapter 26.5 of the City of Novi Code and any other related rules or regulations.

5. **City Authority**. Nothing in this Agreement shall prevent the City from exercising its regulatory and other authority with respect to the Land and the Development in a manner consistent with the PRO Plan and this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. **Developer Obligations**. Upon the proposed classification becoming final following entry into this Agreement:
 - a. The Land shall be developed only in accordance with the Undertakings, the PRO Plan, the PRO Conditions, the City of Novi Zoning Ordinance (as amended), the City of Novi Code of Ordinances (as amended), and this Agreement (which together may be referred to as the "PRO Documents");
 - b. Developer shall act in conformance with the Undertakings;
 - c. Developer shall forbear from acting in a manner inconsistent with the Undertakings; and
 - d. Developer shall commence and complete all actions necessary to carry out all of the Undertakings and the PRO Conditions and shall at all times comply with this Agreement.
- 2. **Authorized Deviations.** 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 Deviations for Single-Family (R-4 standards), Section 3.1.5.D of the Zoning Ordinance, because the type of development recommended by the Master Plan would not be achieved with the required standards and many of the deviations are similar to the existing homes in the area:
 - Reduction of minimum lot area by 4,604 square feet (10,000 square feet required, 5,396 square feet provided);
 - ii. Reduction of minimum lot frontage by up to 29 feet (80 feet required, 51 to 65 feet provided);
 - iii. Reduction of the minimum required building front yard setback by up to 24 feet (Required 30 feet, provided 6 to 20 feet);
 - iv. Reduction of the minimum required building side yard setback by 5 feet (Required 10 feet, provided 5 feet);
 - v. Reduction of the minimum required building side yard total setback by up to 12 feet (Required 25 feet, provided 13 to 23 feet);
 - vi. Reduction of the minimum required building rear yard setback by 15 feet (Required 35 feet, provided 20 feet);
 - vii. Reduction of the minimum required exterior side yard building setback by 25 feet (Required 30 feet, provided 5 feet);
 - viii. Exceeding the maximum lot coverage percentage by 20% (25% allowed, 45% provided); and
 - b. City Council variance from Sec. 11-94(a)(2) of the Code of Ordinances for deviation for the width of storm sewer easements (10 feet requested, 20 feet required);

- c. Engineering deviation from Chapter 7.4.2(C)(3) of Engineering Design Manual for the distance between the sidewalk and curb to a minimum of 10 feet on the west side of Old Novi Road to create more usable area in the right-of-way while ensuring pedestrian safety;
- d. Engineering deviation from Chapter 7.4.2(C)(3) of Engineering Design Manual for the distance between the sidewalk and curb to a minimum of 9 feet on the east side of Old Novi Road between Linhart and Wainwright Streets only, adjacent to the on street parking spaces, to create more usable area in the right-of-way and provide sidewalk adjacent to the on-street parking spaces;
- e. Traffic deviation from Sec. 11-216 of the Code of Ordinances for driveway width of 10 feet (16 feet standard) which is within the acceptable range and may be granted administratively;
- f. Landscape deviation from Sec. 5.5.3.B.ii and iii of the Zoning Ordinance for no screening berm provided between the B-3 commercial district and the residential properties to the south on both sides of Old Novi Road (6-8 feet tall landscaped berm required, 0 feet provided) with alternative screening with fence/wall and/or landscaping to be provided (as noted in the PRO Conditions, 3.J, above);
- g. Landscape deviation from Sec. 5.5.3.E.i.c and 5.5.3.E.ii of the Zoning Ordinance for street trees located in front yards of single-family homes on Wainwright and Linhart, rather than within the right-of-way due to the presence of utilities;
- For the landscaping and decorative fences located within the right-of-way:
 - i. A landscape waiver for the location of greenbelt trees within the right-of-way;
 - ii. A use easement, right-of-way permit, or license agreement, or other agreement in a form and manner as determined by the City Attorney, for use of a portion of the right-of-way on the west and east side of Old Novi Road as a yard area to be maintained by the Association; provided that the Association may require the individual owners to conduct such maintenance in the first instance, with the Association being ultimately responsible to the City under the Master Deed.
- 3. Revocation of Rights. In the event Developer attempts to or proceeds with actions to complete improvement of the Land in any manner other than as a 20-unit single-family detached residential development, 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. Modifications; Required Amendments. Minor modifications to the approved PRO Plan can be approved administratively if the Zoning Ordinance would otherwise allow an administrative site plan review and approval, so long as the City Planner determines that the modifications (i) are minor, (ii) do not deviate from the general intent of the PRO Plan, and

(iii) result in reduced impacts on the surrounding development and existing infrastructure. The Planning Commission shall also be permitted to authorize amendments to the PRO Plan in its review of the preliminary site plans for individual units, with regard to parking-related, landscaping-related, and façade-related requirements, provided it would otherwise have that authority under the Zoning Ordinance.

5. General Provisions:

- a. Except with respect to appeals from the applicable standards of the City's Sign Ordinance, and the two lots fronting on Austin Drive as set forth above, the Zoning Board of Appeals (ZBA) shall have no jurisdiction over the Land or the application of this Agreement until after site plan approval and construction of the Development as approved therein. In no event shall the ZBA be permitted to vary any terms or conditions of this Agreement.
- b. Except as may be specifically modified by this Agreement, the City Code and all applicable regulations of the City shall apply to the Land. Any substantial violation of the City Code by Developer and/or any successor owners or occupants with respect to the Land shall be deemed a breach of this Agreement, as well as a violation of the City Code.
- c. A breach of this Agreement shall constitute a nuisance per se, which shall be abated. Developer and the City therefore agree that, in the event of a breach of this Agreement by Developer, the City, in addition to any other relief to which it may be entitled at law or in equity, or any other provisions of this Agreement, shall be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance per se. In the event of a breach of this Agreement, the City may notify Developer of the occurrence of the breach and issue a written notice requiring the breach be cured within thirty (30) days; provided, however, that if the breach, by its nature, cannot be cured within thirty (30) days, Developer shall not be in the breach hereunder if Developer commences the cure within the thirty (30) day period and diligently pursues the cure to completion. Failure to comply with such notice shall, in addition to any other relief to which the City may be entitled in equity or at law, render Developer liable to the City in any suit for enforcement for actual costs incurred by the City including, but not limited to, reasonable attorneys' fees, expert witness fees and the like.
- d. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. In the event Developer desires to propose an amendment, an application shall be made to the City's Department of Community Development, which shall process the application in accordance with the procedures set forth in the Zoning Ordinance.
- e. Both parties understand and agree that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction, and as a final enforceable judgment, to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provisions held to be invalid.

- f. The 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.
- g. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, all remedies afforded in this Agreement are in addition to every other remedy provided by law.
- h. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such parties.
- i. This Agreement shall run with the land described herein as the Land and bind the parties, their heirs, successors, and assigns. This Agreement shall be recorded in the Oakland County Register of Deeds by the City within 30 days of the last signature below. The parties acknowledge that the Land is subject to changes in ownership and/or control at any time, but that heirs, successors, and assigns shall take their interest subject to the terms of this Agreement, and all references to "Developer" in this Agreement shall also include all heirs, successors, and assigns of Developer, and all future owners of any parcels created by the proposed land division.
- Developer has negotiated with the City the terms of the PRO Plan, PRO Conditions, and this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of Developer and the City. Developer fully accepts and agrees to the final terms, conditions, requirements and obligations of the PRO Plan and PRO Agreement, and Developer shall not be permitted in the future to claim that the effect of the PRO Plan and PRO Agreement results in an unreasonable limitation upon uses of all or a portion of the Land, or claim that enforcement of the PRO Plan and PRO Agreement causes an inverse condemnation, other condemnation or taking of all or any portion of the Land. Developer and the City agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America. Developer has offered and agreed to proceed with the Undertakings and obligations as set forth in this Agreement in order to protect the public health, safety, and welfare and provide material advantages and development options for Developer, all of which Undertakings and obligations Developer and the City agree are necessary in order to ensure public health, safety, and welfare, to ensure compatibility with adjacent uses of land, to promote use of the Land in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objective of the City and Developer, as authorized under applicable City ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, et seq., as amended.

Developer further agrees and acknowledges that the terms, conditions, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development and use of the Land under the PRO Plan, and are, without exception, clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

- k. Developer acknowledges that, at the time of the execution of this Agreement, Developer has not yet obtained final site plan or engineering approvals for the Project. Developer acknowledges that the Planning Commission and Engineering staff/consultants may impose additional conditions other than those contained in this Agreement during site plan and engineering reviews and approvals as authorized by law; provided, however, that such conditions shall not be inconsistent with the PRO Plan and shall not change or eliminate any development right authorized thereby. Such conditions shall be incorporated into and made a part of this Agreement and shall be enforceable against Developer.
- None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Developer and the City.
- m. The Recitations contained in this Agreement and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement. Headings are descriptive only.
- n. This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions which may be attached to site plan approvals as stated above.
- o. The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.
- p. Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PRO Plan and this Agreement which apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other City Ordinances that shall be applicable, provided that such determination is not inconsistent with the nature and intent of the Amended PRO Plan and does not change or eliminate any development right authorized by the PRO Plan. In the event of a conflict or inconsistency between two or more provisions of the PRO Plan

3/7/2019

(including notes thereto) and/or this Agreement, or between such documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.

- q. Both parties acknowledge and agree that they have had the opportunity to have the PRO Plan, PRO Conditions, and this Agreement, reviewed by legal counsel.
- r. This Agreement may be signed in counterparts.

{Signatures begin on following page}

DEVELOPER

Robertson Lakeview, LLC, a Michigan limited liability company

Robertson Brothers, Co, a Michigan

corporation, Manager

By:

STATE OF MICHIGAN

) ss

COUNTY OF OAKLAND)

On of this day 2019, before me appeared_ of Robertson Brothers, Co, a Michigan corporation, Manager of Robertson Lakeview, LLC, a Michigan limited liability company, on behalf of the corporation and company.

County

Acting in Oakk County

My commission expires:

SABRINA A BALDWIN Notary Public - State of Michigan County of Oakland My Commission Expires Jul 26, 2024 Acting in the County of

By: Dawn Spaulding, Deputy City Clerk

STATE OF MICHIGAN

) ss

COUNTY OF OAKLAND)

On this May of MARCH, 2019, before me appeared Robert J. Gatt and Dawn Spaulding, 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.

County

Acting in

County

My commission expires:

MARILYN S. TROUTMAN NOTARY PUBLIC, STATE OF MI COUNTY OF OAKLAND MY COMMISSION EXPIRES OCt 13, 2024

ACTING IN COUNTY OF

, Notary Public

CONSENT TO AGREEMENT

The undersigned Property Owner, Mark Robbins, whose address is joins in and consents to the execution and
recording at the Oakland County Register of Deeds of the foregoing Agreement and agrees to be bound
by, and the Property shall be subject to, the terms of the foregoing Agreement.
Dated: 3-18-19, 2019 M-L. COBBINS BY: MARK ROBBINS
STATE OF MICHIGAN)) ss
COUNTY OF OAKLAND)
On this 18 day of March, 2019, before me appeared Mark Robbins who states that he/she has signed this document of his/her own free will.
KATHERINE OPPERMANN NOTARY PUBLIC, STATE OF MI COUNTY OF OAKLAND MY COMMISSION EXPIRES Sep 5, 2024 ACTING IN COUNTY OF Oakland MY Commission Expires: Oakland County, Michigan Acting in Oakland My Commission Expires: Sept. 5 2024

1657 HamleT Trag	Owner, Mark Robbins, whose address is 48089 joins in and consents to the execution and Deeds of the foregoing Agreement and agrees to be bound erms of the foregoing Agreement. BY: PASTIEIL IMPROVED
STATE OF MICHIGAN)) ss	
COUNTY OF OAKLAND)	
2	Mosh, 2019, before me appeared es that he/she has signed this document of his/her own
NOTAR LES OF MICHIGANIAN OF MICHIGAN	Notary Public County, Michigan Acting in County, Michigan My Commission Expires: 3-2-23

The undersigned, Property Own 32900 GRAND RIVER, FROMINGTON, HI recording at the Oakland County Register of Deeby, and the Property shall be subject to, the term Dated:	er Carl Helwig Trust, whose address is 4836 joins in and consents to the execution and eds of the foregoing Agreement and agrees to be bound as of the foregoing Agreement. BY: TRUSTEE LOW AND MCGEACHTE
STATE OF MICHIGAN) ss COUNTY OF OAKLAND) On this 11 day of 11	abh 2019, before me appeared
Free will. PATRICK S KILCLINE NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF OAKLAND My Commission Expires July 12, 2020 Acting in the County of Oakland	Notary Public County, Michigan Acting in County, Michigan
Dated:, 2019 STATE OF MICHIGAN)	My Commission Expires: 7-12-2020 BY: TRUSTEE
) ss COUNTY OF OAKLAND) On this day of	, 2019, before me appeared that he/she has signed this document of his/her own
nee wiii.	Notary Public County, Michigan Acting in County, Michigan My Commission Expires:

	Owner, Carl Helwig Trust, whose address is
	www
- · · · · · · · · · · · · · · · · · · ·	f Deeds of the foregoing Agreement and agrees to be bound
by, and the Property shall be subject to, the	terms of the foregoing Agreement.
T. Park Deal	
Dated:, 2019	Jeffrey le Steers
	BY: TRUSTEE JEFFLEY CLUEISS
STATE OF MICHIGAN	
COUNTY OF OAKLAND) SS	
COUNTY OF CARLAND	
On this 3th day of	nancot , 2019, before me appeared
	tates that he/she has signed this document of his/her own
free will. TLUSTEE	
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and the same of th	
CHERYL ARNESEN	Notary Public
My Notary ID # 125976087	HARRIS County, Michigan 75XAS
Expires January 23, 2023	Acting in Wares County, Michigan
	My Commission Expires: 1.25.2023
Dated:, 2019	
	BY: TRUSTEE
1.01	J. MOOTEL
STATE OF MICHIGAN)	
) ss	
COUNTY OF OAKLAND)	
On this day of	, 2019, before me appeared
	cates that he/she has signed this document of his/her own
free will.	
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4, 3, p	
F. F.W. 2452	
	Notary Public
	County, Michigan
	Acting in County, Michigan My Commission Expires:
	IVIY CUITITIISSIUTE EXPITES.

The undersigned Property Owner, Carl Helwig Trust, whose address is Sandy Crest Dr White Lake, Mi, joins in and consents to the execution and
recording at the Oakland County Register of Deeds of the foregoing Agreement and agrees to be bound by, and the Property shall be subject to, the terms of the foregoing Agreement.
Dated: March 12, 2019 Setra Com Rensley BY: TRUSTEE DEBLA HON FLENSLEY
STATE OF MICHIGAN)
COUNTY OF OAKLAND)
On this lath day of March, 2019, before me appeared Ann frensley, who states that he/she has signed this document of his/her own free will.
Notary Public Oakland County, Michigan Acting in Dakland County, Michigan My Commission Expires: August 7, 2024
Dated: March 12 2019 BY: TRUSTEE
STATE OF MICHIGAN)
) ss COUNTY OF OAKLAND)
On this 12 th day of March 2019, before me appeared bebra Ann Frens / ey who states that he/she has signed this document of his/her own free will.
Notary Public Notary Public Od Mand County, Michigan Acting in Dapla County, Michigan My Commission Expires: August 3 2024

JUDY ANN MERRILL
Notary Public - State of Michigan
County of Oakland
My Commission Expire July 7, 2024
Acting in the County of

Dated:	, 2019
	BY: TRUSTEE
STATE OF MICHIGAN) ss	
COUNTY OF OAKLAND)	
On this	day of, 2019, before me appeared, who states that he/she has signed this document of his/her own
free will.	
	Notary Public
	County, Michigan
	Acting in County, Michigan
	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

LEGAL DESCRIPTION - PARCEL A -

AS SURVEYED

LAND SITUATED IN THE COUNTY OF OAKLAND, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

LOTS 33 THROUGH 36, EXCEPT THE WEST 22.68 FEET THEREOF AND ALL OF LOTS 19 THROUGH 46, BOTH INCLUSIVE, ALSO 1/2 OF VACATED ERMA STREET ADJACENT TO LOT 19, OF SHAWOOD WALLED LAKE HEIGHTS SUBDIVISION, PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 46 OF PLATS, PAGE 48, OAKLAND COUNTY RECORDS, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 46, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD NOVI ROAD (120' WIDE); THENCE S.89°57'30"W. 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 46; THENCE N.00°00'00"W. 200.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 37; THENCE N.89°57'30"E. 22.68 FEET; THENCE N.00°00'00"W. 80.00 FEET; THENCE S.89°57'30"W. 22.68 FEET TO THE SOUTHWEST CORNER OF SAID LOT 32; THENCE N.00°00'00"W. 203.95 FEET; THENCE N.09°23'48"E. 102.01 FEET TO A POINT ON THE CENTERLINE OF VACATED ERMA STREET (50' WIDE); THENCE N.89°42'23"E. 100.00 FEET ALONG SAID CENTERLINE OF VACATED ERMA STREET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID OLD NOVI ROAD; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: 1) S.09°23'48"W. 102.01 FEET AND 2) S.00°00'00"E. 484.39 FEET TO THE POINT OF BEGINNING.

CONTAINING: 56,658.30 SQ. FT. OR 1.301 ACRES

Lots 19-28

Lot 29-32

Lot 35-34

TAX ID NUMBERS: 22-10-231-021, (PART OF) 22-10-231-006, PART OF 22-10-231-008, 22-10-231-020, 22-10-231-025, 22-10-231-026 AND 22-10-231-027

Lots 37-39

Lots 40-42

Lots 43-46

LEGAL DESCRIPTION - PARCEL B -

AS SURVEYED

LAND SITUATED IN THE COUNTY OF OAKLAND, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

LOTS 89 THROUGH 100, ALSO 1/2 OF VACATED ALLEY ADJACENT THERETO, OF HOWELL'S WALLED LAKE SUBDIVISION, PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 36, OAKLAND COUNTY RECORDS, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 89, ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF OLD NOVI ROAD (120' WIDE) AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WAINWRIGHT STREET (50' WIDE); THENCE S.89°51'55"E. 210.12 FEET TO A POINT ON THE CENTERLINE OF VACATED ALLEY (20' WIDE); THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID CENTERLINE OF VACATED ALLEY: 1) S.08°51'30"W. 207.78 FEET AND 2) S.00°36'17"E. 38.62 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LINHART STREET (50' WIDE); THENCE N.89°51'55"W. 207.65 FEET ALONG THE NORTH LINE OF SAID LINHART STREET TO THE SOUTHWEST CORNER OF SAID LOT 100, ALSO BEING A PONT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID OLD NOVI ROAD; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID EASTERLY LINE: 1) N.00°36'17"W. 53.45 FEET AND 2) N.08°51'30"E. 192.78 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

CONTAINING: 51,155.02 SQ. FT. OR 1.174 ACRES

Lots 89-91 Lot 92 Lots 93-94 Lot 95 Lot 96

TAX ID NUMBERS: 22-11-103-001, 22-11-103-002, 22-11-103-020, 22-11-103-005, 22-11-103-006, 22-11
103-007, 22-11-103-008 AND 22-11-103-009

Lot 97 Lots 99-(00)

LEGAL DESCRIPTION - PARCEL C -

AS SURVEYED

LAND SITUATED IN THE COUNTY OF OAKLAND, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

LOTS 36 THROUGH 42, BOTH INCLUSIVE, INCLUDING 1/2 OF THE VACATED ALLEY ADJACENT THERETO, HOWELL'S WALLED LAKE HEIGHTS SUBDIVISION, PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 36, OAKLAND COUNTY RECORDS, ALSO BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 42, ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF OLD NOVI ROAD (120' WIDE) AND THE NORTHERLY RIGHT-OF-WAY LINE OF WAINWRIGHT STREET (50' WIDE); THENCE N.08°51'30"E. 143.45 FEET ALONG THE EASTERLY LINE OF SAID OLD NOVI ROAD TO THE NORTHWEST CORNER OF SAID LOT 36; THENCE S.89°51'55"E. 210.12 FEET TO A POINT ON THE CENTERLINE OF VACATED ALLEY (20' WIDE); THENCE S.08°51'30"W. 143.45 FEET ALONG THE CENTERLINE OF SAID VACATED ALLEY TO A POINT ON THE NORTHERLY LINE OF SAID WAINWRIGHT STREET; THENCE N89°51'55"W. 210.12 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

CONTAINING: 29,792.61 SQ. FT. OR 0.684 ACRES

TAX ID NUMBER: 22-11-101-002

Owner / Developer
RRBIEFINN BOAD
SUIT 200
SUIT 2

Civil Engineer

NOWAK E FRAUS ENGINEFRS
40-77-WOODDWARD AVENUE
FOSHTIAC M 14842
CONTACT
MR RRAD W BRICKEL FL
248-322-793 FFFONU
248-322-793 FFFONU

Architect
Leuwiere Nooderits • ASSOCIATES, P.C.
past Franklin ROLD
BLOOMERIED HILLS, ML43/02
265 334 5000 PHONE

Landscape Architect
Lvan ciscus strubo
lists w THETER WILL RD SUITE B4
SCOTHEELD MI 48075
NEW TAD RREAR
285 SAZ PRONE
285 SAZ PRONE

SITE PLAN PACKAGE DOCUMENTS Prepared For Robertson Brothers Co. Single Family Residential Project Oakland County, Michigan City of Novi,

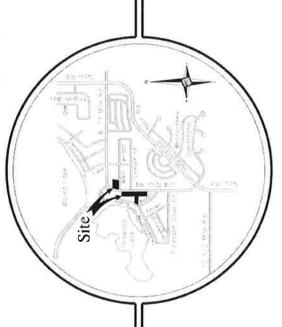
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SP7 PRO COVOR
SP2 RATORING P
SP3 PRITITIONARY
SP5 PRITITIONARY
SP6 PRITITIONARY
SP7 SCOWN WARE
SP7 SCOWN WARE
SP8-SP9 ALTANISP

PART OF THE NE 1/4 OF SECTION 10 AND PART OF THE NW 1/4 OF SECTION 11 T.1N., R.8E., CITY OF NOVI,OAKLAND COUNTY, MICHIGAN



REVISIONS

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1.100-18 REVISIO PICK CITY SEMENT

1.100-18 REVISIO PICK CITY SEMENT

Project Name

Lakeview

No. 9, Manual Prog. 2011 (1924) (1972 EGAL DESCRIPTION - PARCEL C -

PTION - PARCEL B -

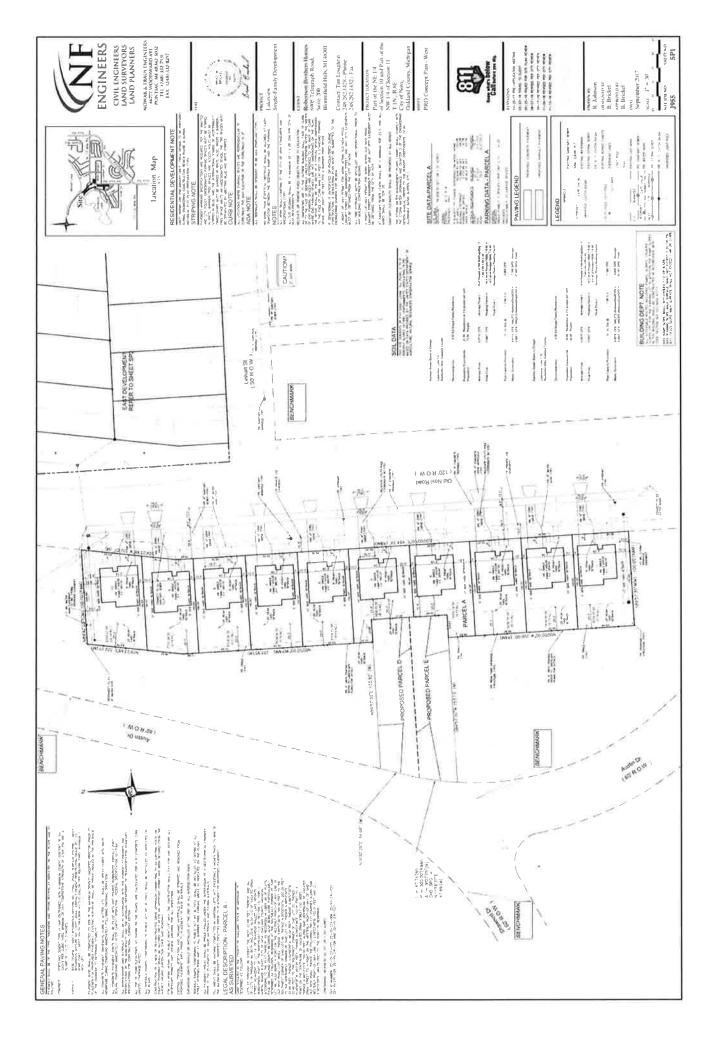


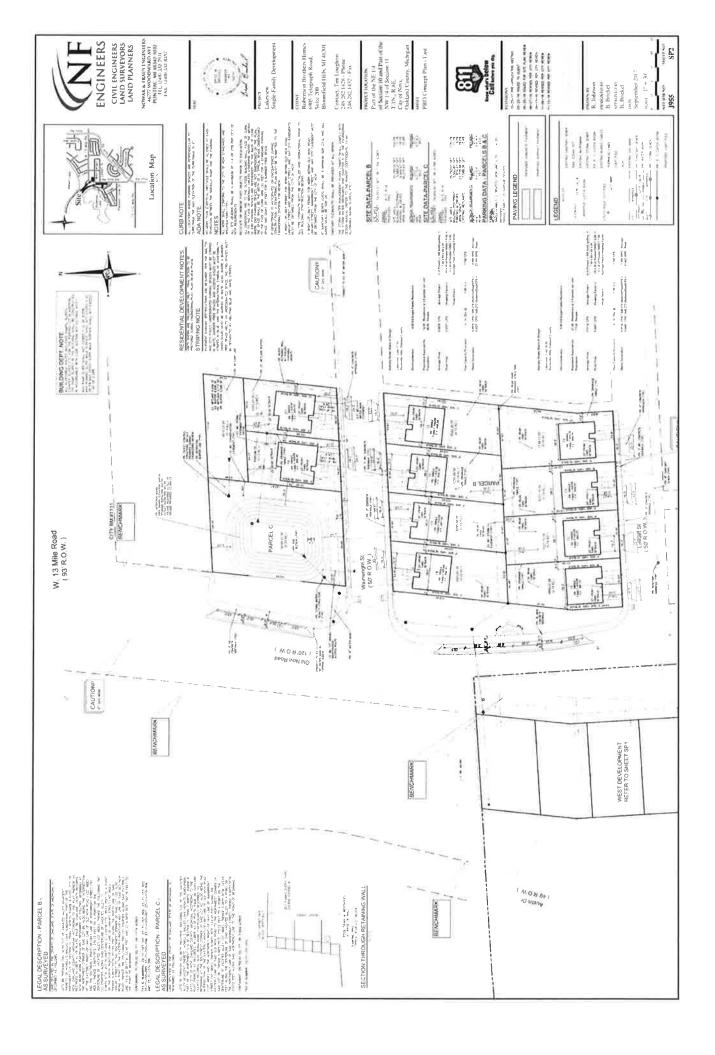


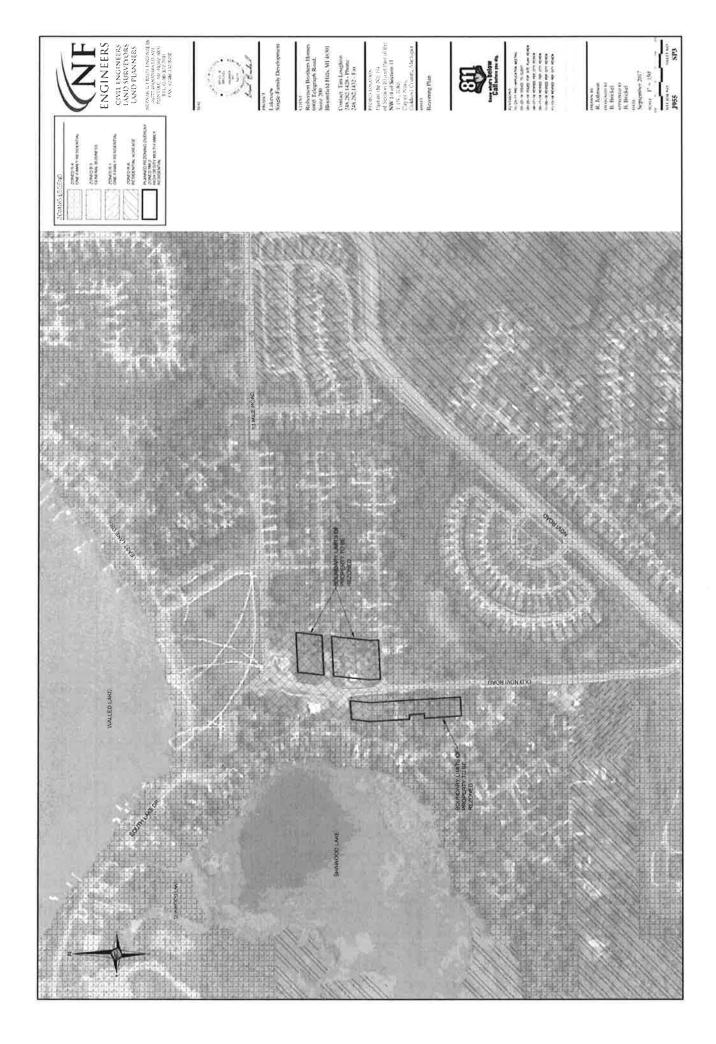


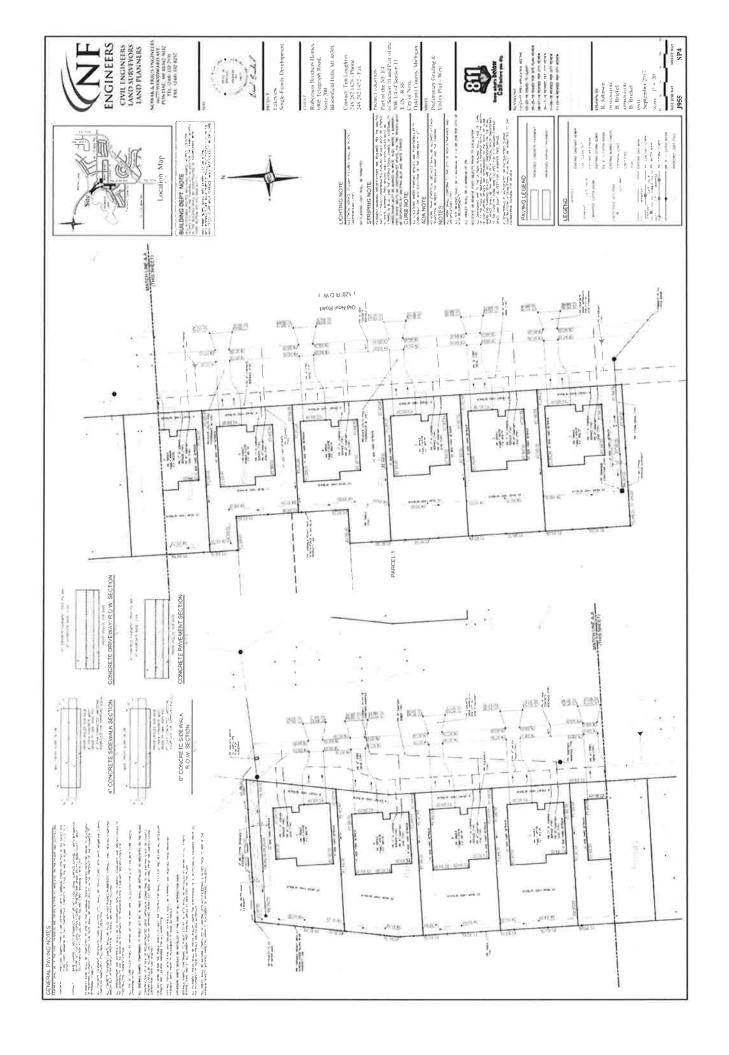
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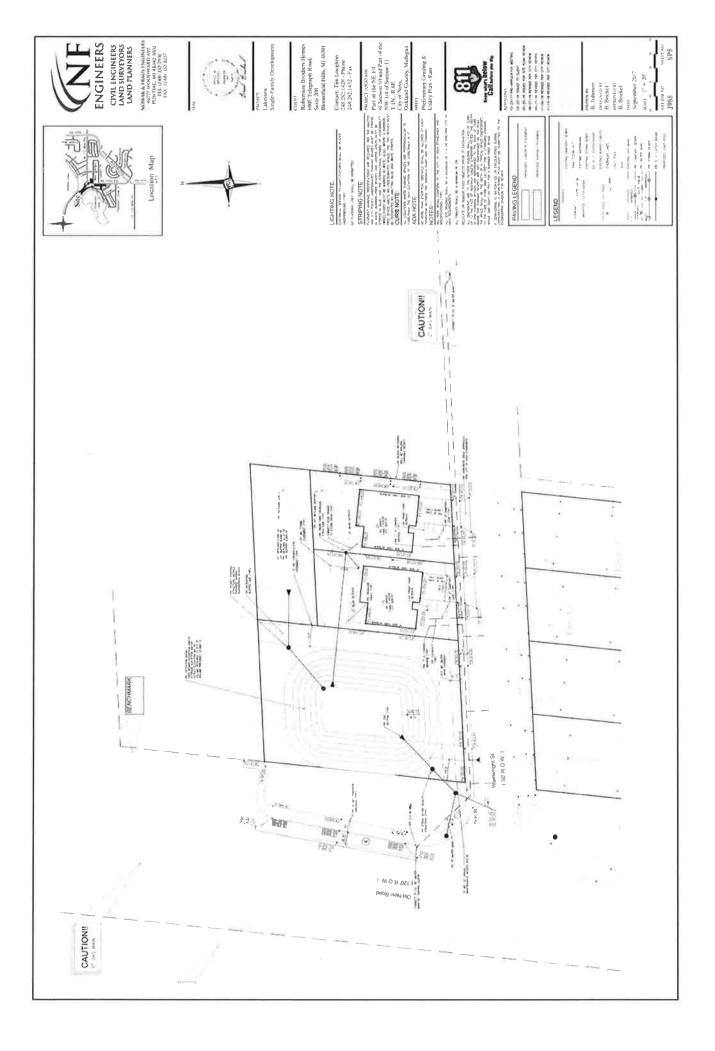
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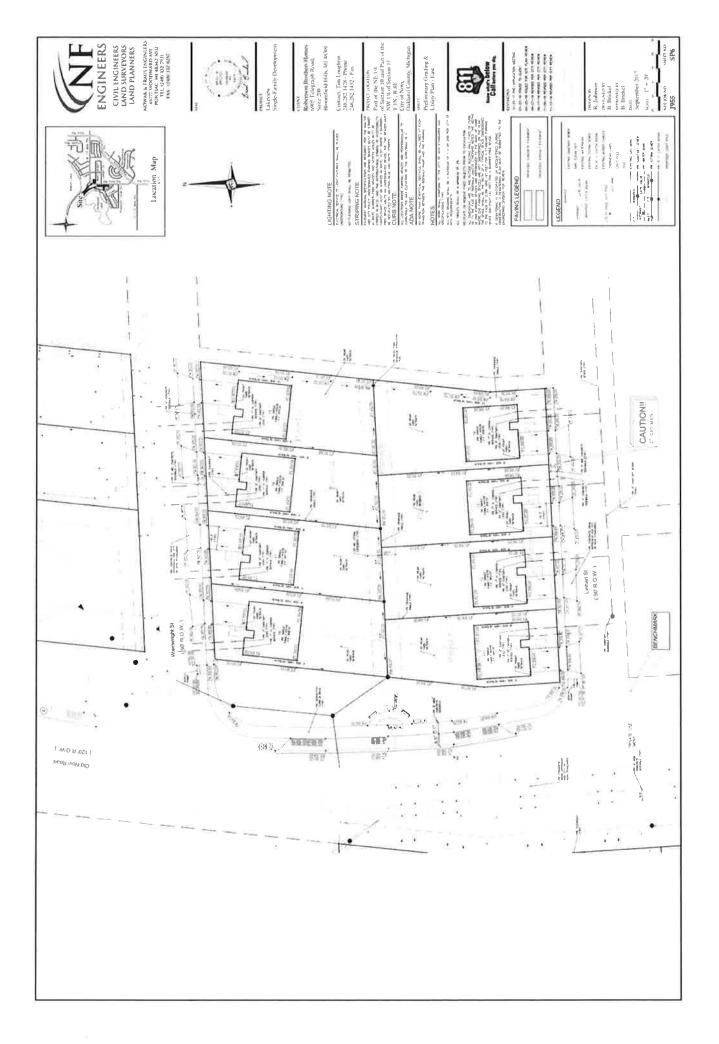


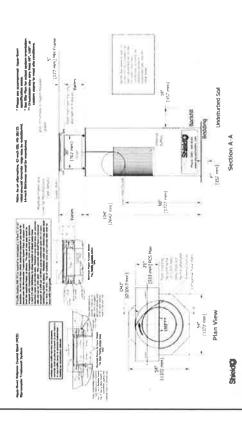


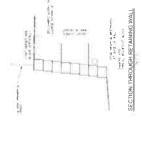




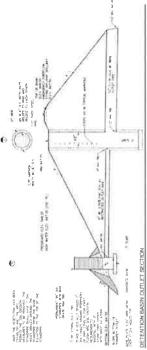








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Robertson Bruthers Homes ofte Telegraph Road, Smite 200 Roomfred Higs, ML 48 ML

Lakeview Single-Family Develops

Contact, Tim Loughton 248 282 1435 - Phone 248,382 1432 - Fax

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Surface No. 4 - Conffictent	efficient:	100				
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STORM WATER MANAGEMENT SCHEDULE

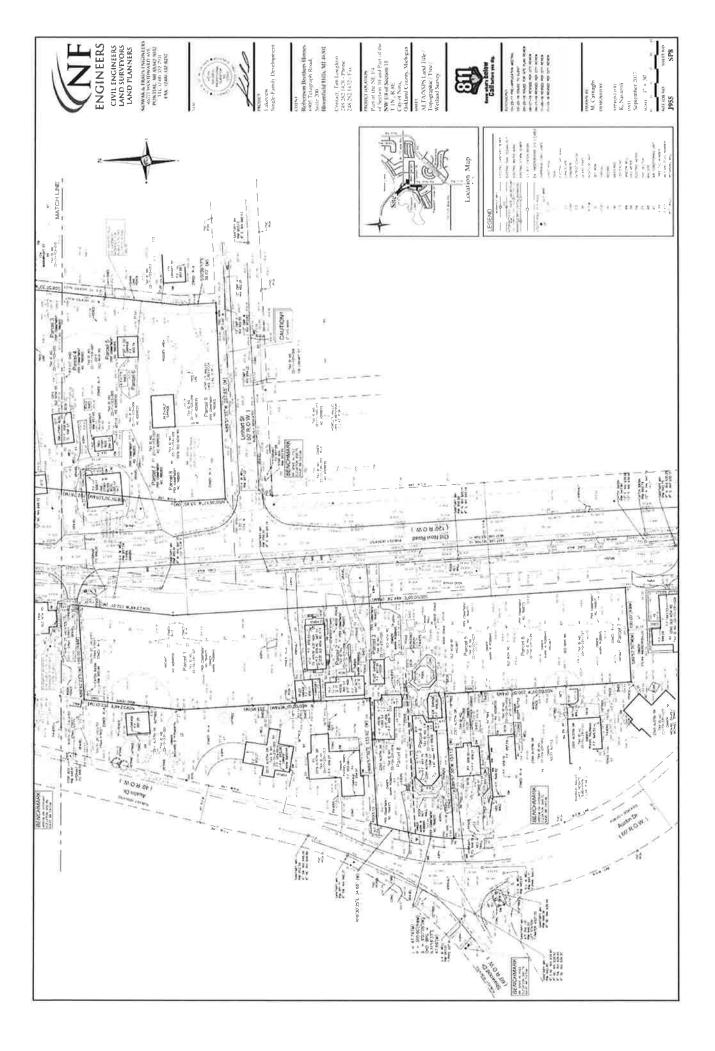
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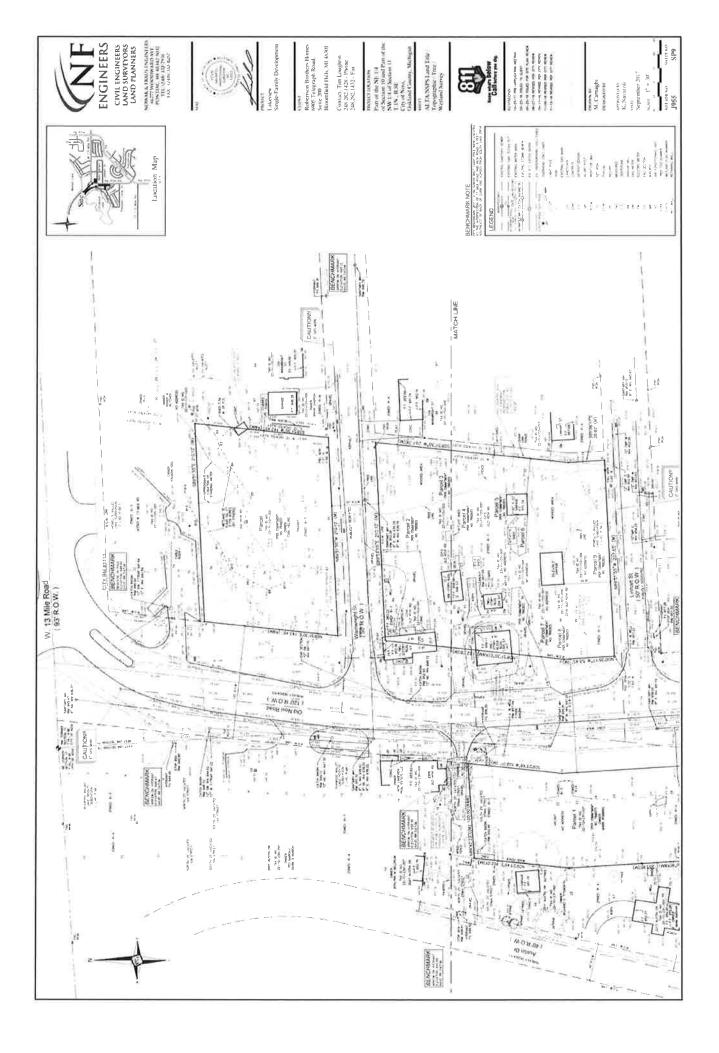
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HEADER AND ADDRESS OF THE STATE OF THE STATE

FROUCH LOCATION
Part of the NE, 14
ON Section 10 and Part of the
NW 1/4 of Section 11
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City of New.
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Costact: Tim Loughton SACN2 1428 - Phone SACSN2 1432 - Fax

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LEGAL DESCRIPTION PARCEL C.

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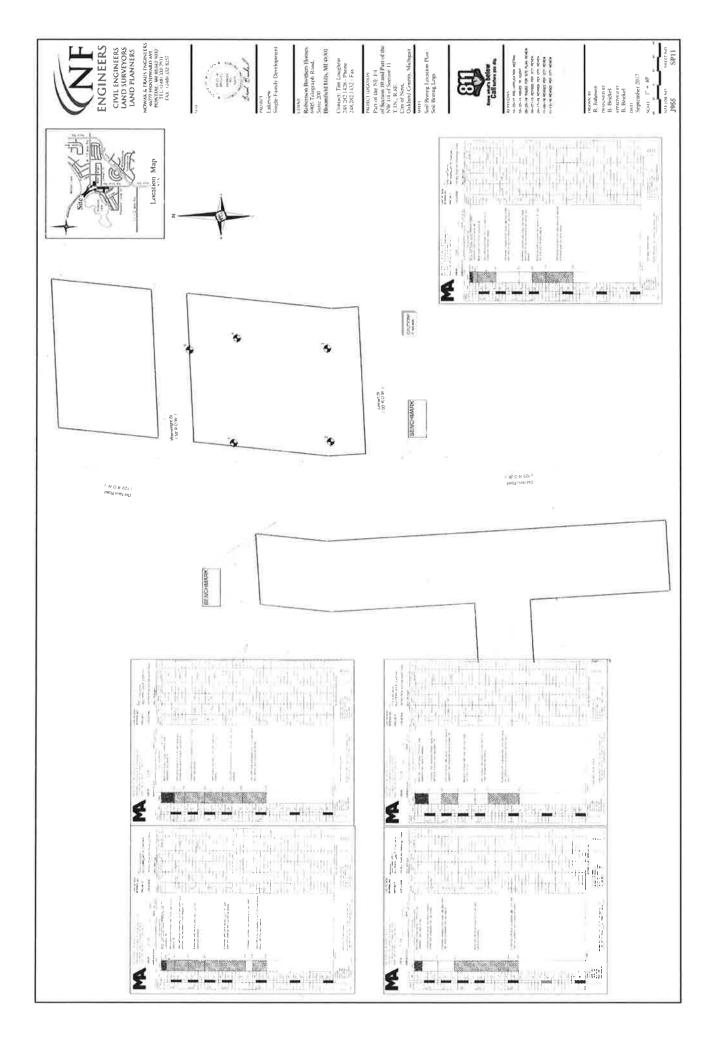
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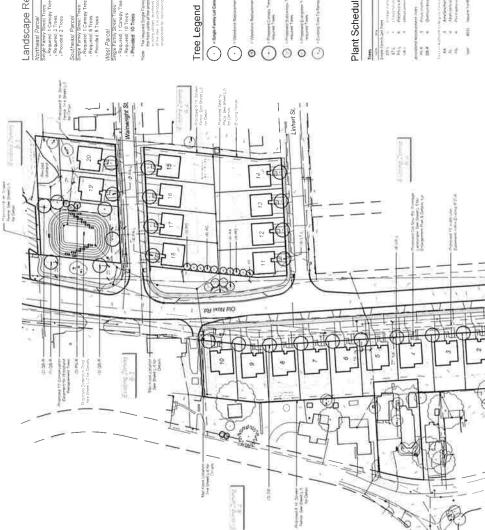
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September 2017 scar N.T.S.

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SPIO





Landscape Requirements



Part of the NE 1/4 of Section 10 and Part of the NW 1/4 of Section 11 T.1N., R.BE., City of Novi, Oakland County, Michigan

Landscape Deviations Requested

1. No experiency borns between the BA dishelf and the important properties the San Conference of the Indianate of Indianate

Overall Landscape

Lakeview City of Novi, MI

General Notes
1 A Site Visit was conducted on November 2, 2016, and it was determined that no Pringamires auctivates exists on site

Plant Schedule (This Sheet)

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Species Diversity Table (This Sheet)

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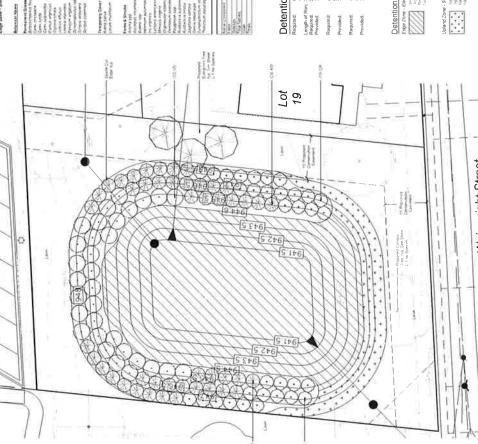






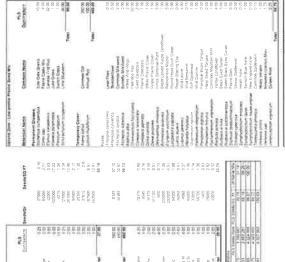






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Detention Pond Landscape Plan

Lakeview

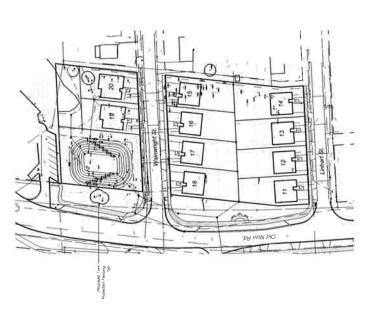
City of Novi, MI

Roberton Brothers Homes 6505 Telegraph Rd - Sutta 200 Bloomfeld Hills, MI 48301









Tree Calculations

Total Trees 114
Trees being Saved: 7
Trees being Removed: 107

Tree Survey (East Side of Old Novi Road)

Continents	Being choked by vines Being choked by vines Being choked by vines	Well trunk union included bank some decay beg	200000000000000000000000000000000000000	Elm Jouf Decilio				Erbatal odesse Erbatalve nunk letn, pool anuchtre	Lette han 16% canopy			Con test too for	Some hand buch desay	Elm los! bosifs pool structure		Pleas describes, duality specials		Par seasons	Large in-coled both seam with extensive detay			Catemoral trada lane	Dermin outs last	Concess tree prices		Excellene frunk lean lame bow in stounk						Poor smicture seems and seems of the seems		Extensive trutk ****		Estipoplye Injust decay	Poor structure, lange bow in the Excessive trunk lean	Ciminat beation	Eith leaf beenes		Days hatties detected	Emerged And Court (CA)	Comment State Comment	*********	Large statistical from man with extensive desiry		rot	rol Augmeter	lean mean	10	Ē	compolation	lean, compared on	deback, supremon	Pan	GIEDOCA Instruct	rol	COMPANDOD, Suprement	Man, competition	dieback	Drinken III o	dead lop	ral	lean, supression		VIDES, (GAR)	Vinda Simes Lean	Asset de Lord Mills	vines, lack of prown	WINDS, ILCK WITHOUT	I DOS. IRCK	Birt Crown		1	-	
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Lakeview

City of Novi, MI

e prepared for Robert and Brothers Moreen 6905 Telegraph Rd - Suite 200 Bloomfield Hills, MI 48301













LEGEND

Tree Survey (West Side of Old Novi Road)

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Tree Calculations

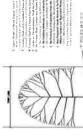
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Tree Preservation Plan - West

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Lakeview

City of Novi, MI



Tree Protection Detail

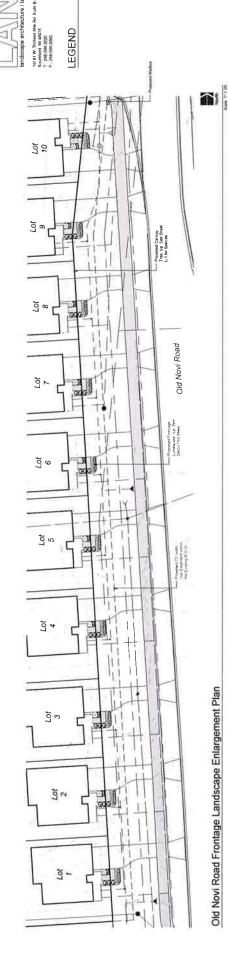












Old Novi Rd. Frontage Plant Schedule

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Typical Unit



Parallel Parking Spaces

Old Novi Road





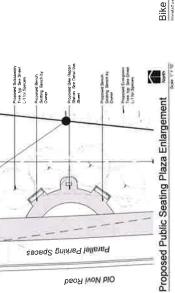


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Typical Old Novi Rd. Frontage Detail

Typical Old Novi Rd. Frontage Detail

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Propared for Retaining Brown Homes 6905 Telegraph Rd - Suite 200 Bloomfield Hills, MI 48301 Phone: 248, 644, 3460

Lakeview

City of Novi, MI

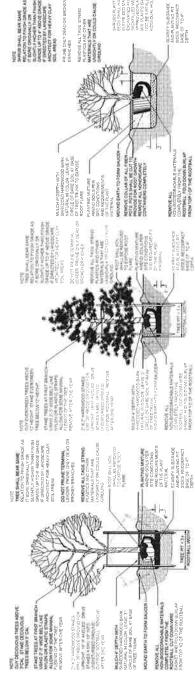
Old Novi Rd. Enlargement / Details

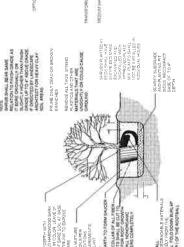
Bike Repair Station Detail Model Number B Color v Oppmels

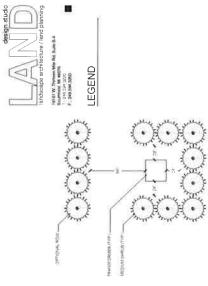




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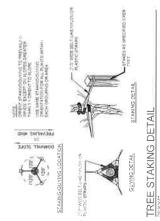


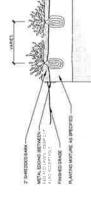




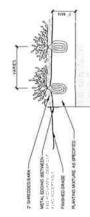
LEGEND

TRANSFORMER SCREENING DETAIL





PERENNIAL PLANTING DETAIL



Landscape Notes

SHRUB PLANTING DETAIL

EVERGREEN TREE PLANTING DETAIL

DECIDUOUS TREE PLANTING DETAIL

Landscape Details and Notes

Lakeview

City of Novi, MI

Propared for Recentlin Brothers Homes 6905 Telegraph Rd. - Suite 200 Broomfield Hills, MI 46301







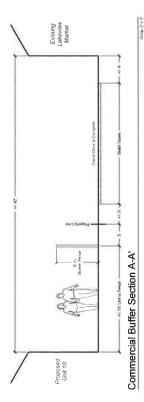
CITY OF NOVI NOTES

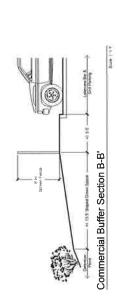
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Decorative Mailbox - 12 Gang CBU

CDX PANY & WEWGES
CONTROLL
SECTION THROUGH RETAINING WALL







Section Key Plan



Alternate Screening Sections

Lakeview

City of Novi, MI

m propared for Fiscentian Brothers Homes 6005 Telegraph Rd. - Suite 200 Bloomfield Hills, MI 48301 Phone: 248,644,3450



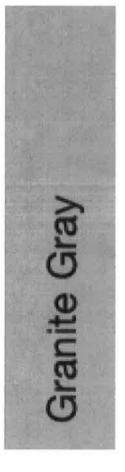


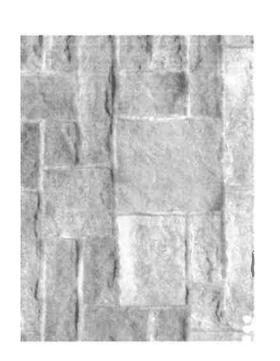
Turkish Coffee - SW6076 | Terra Brown Shutters Turkish Coffee - SW6076 Brown Turkish Coffee - SW6076 Brown Brack Turkish Coffee - SW6076 Black Black Fox - SW7020 Black Fox - SW7020 Garage Door Front Door White White White White White White Gutters White White White White White White Frontenac Frontenac Bradford Laurier Norton Laurier Stone Lakeview ; All siding vinyl - Certainteed colors or equal White White White White Mountain Brook White Mountain Brook White Trim Weathered Wood Fort Harrison Fort Harrison Weathered Wood Charleston Natural Clay | Dessert Tan | Weathered Wood | Charleston Brick Granite Gray Granite Gray Rustic Black Sterling Grey Herringbone Rustic Black Sterling Gray | Herringbone | Rustic Slate Siding - Shake Siding - Batten Roof Dessert Tan Dessert Tan Savannah Wicker Savannah Wicker Siding - Horizontal Savannah Wicker Pacific Blue (P) Granite Gray Flagstone (P) Exterior Packages -Spruce (P) Seagrass Package B Package D Package A Package C Package E Package F

Brown



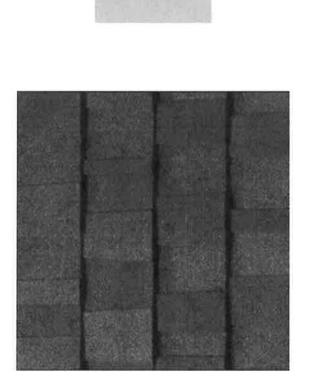




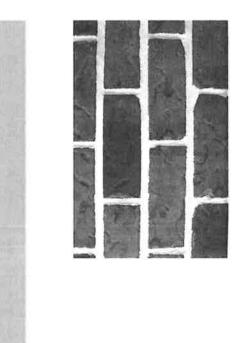


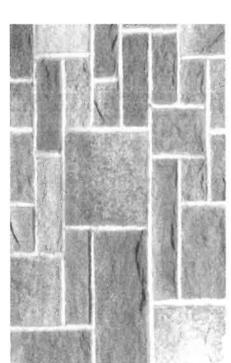
Package A





Savannah Wicker





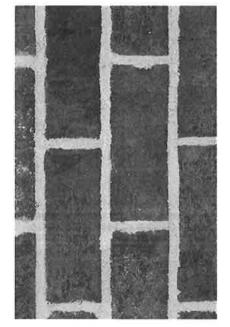
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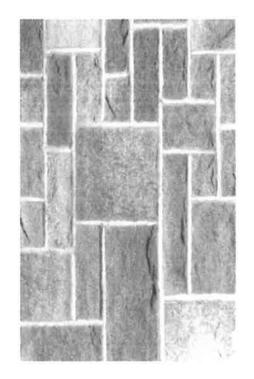
Interior / Exterior

SW 6076 Turkish Coffee

Package B



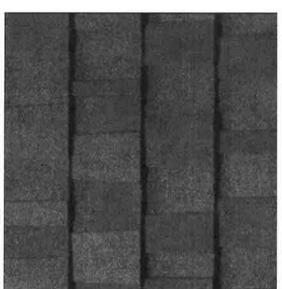


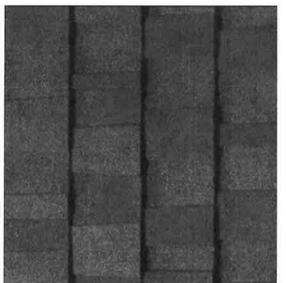


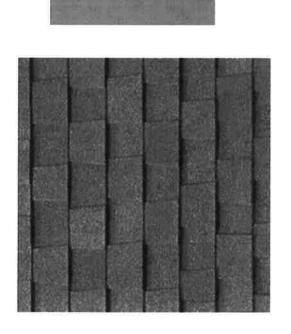


Locator Number 244-C7 Interior / Exterior

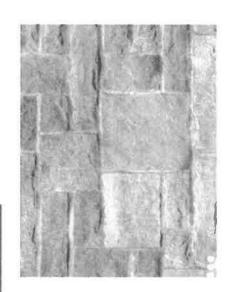
SW 7020 Black Fox

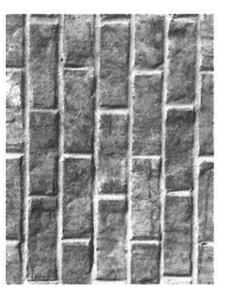






Flagstone

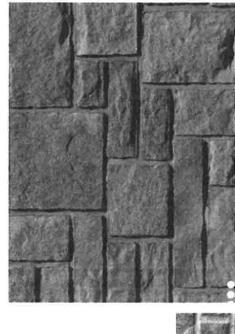


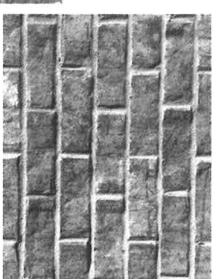




Package D



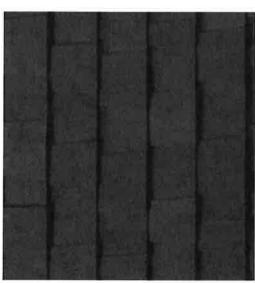




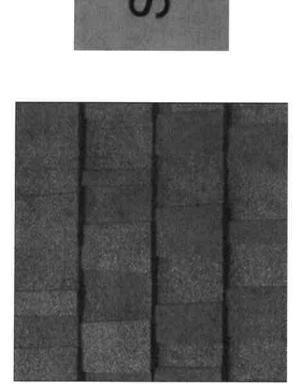
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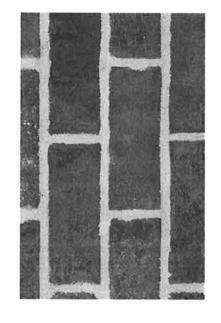
Interior / Exterior

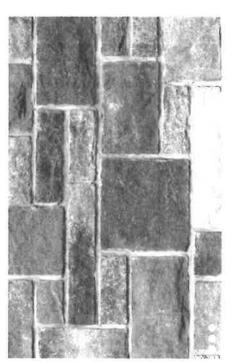
SW 6076 Turkish Coffee



Package E









SW 6076 Turkish Coffee

Interior / Exterior



The Concord

Elevations



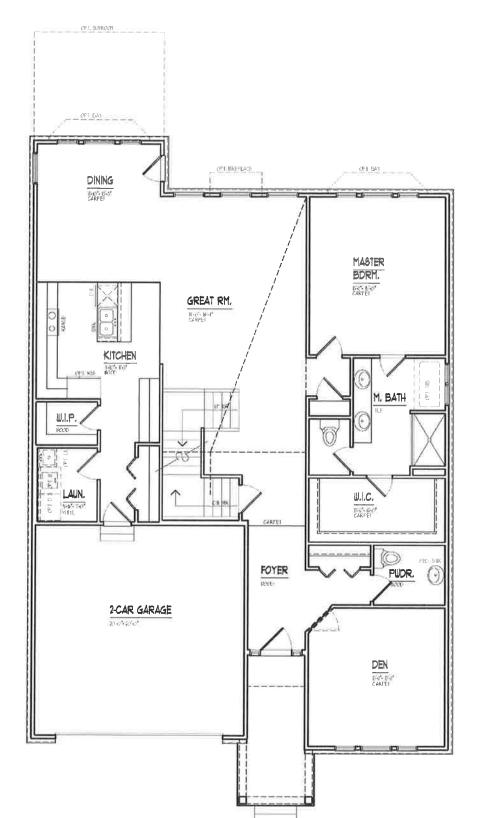


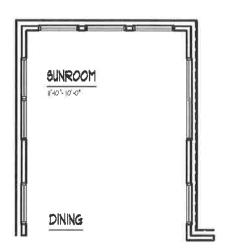




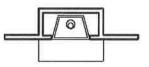
The Concord

2,297 sqft.





OPT. SUNROOM

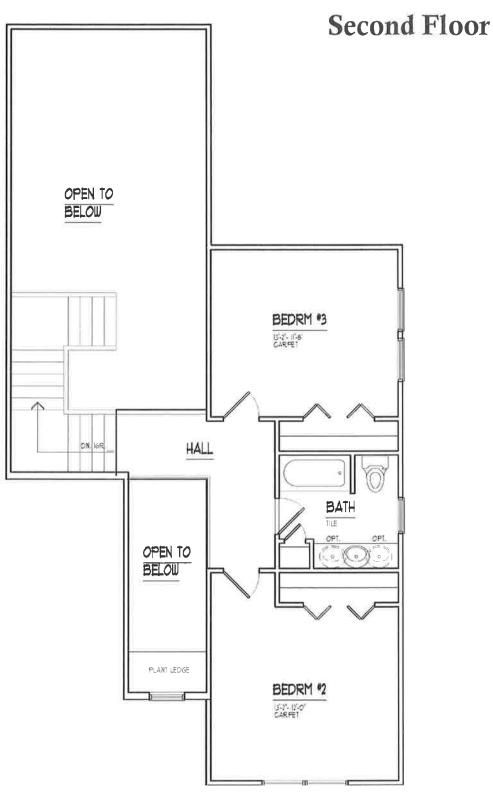


OPT. FIREPLACE





The Concord





The Richmond

Elevations



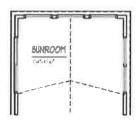






The Richmond

1,716 sqft.



OPT. SUNROOM



OPT. FIREPLACE



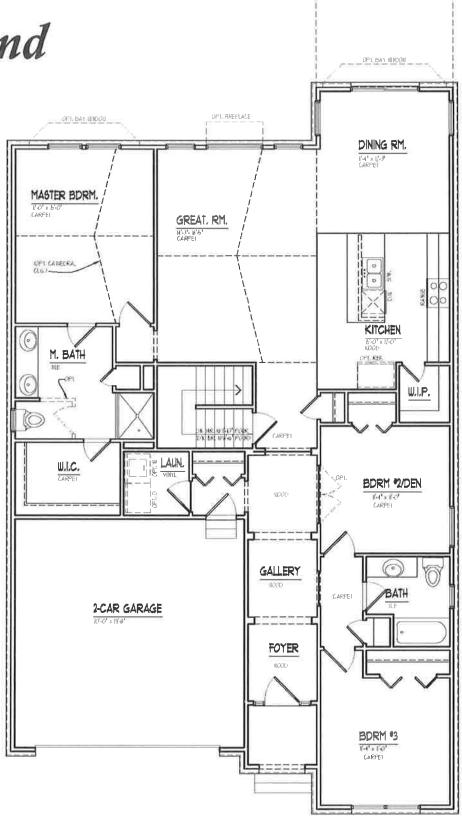
OPT. MASTER BORM, BAY







MASTER BATH OPTION *!





The Charleston

Elevations





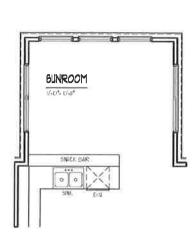




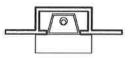


The Charleston

1,881 sqft.

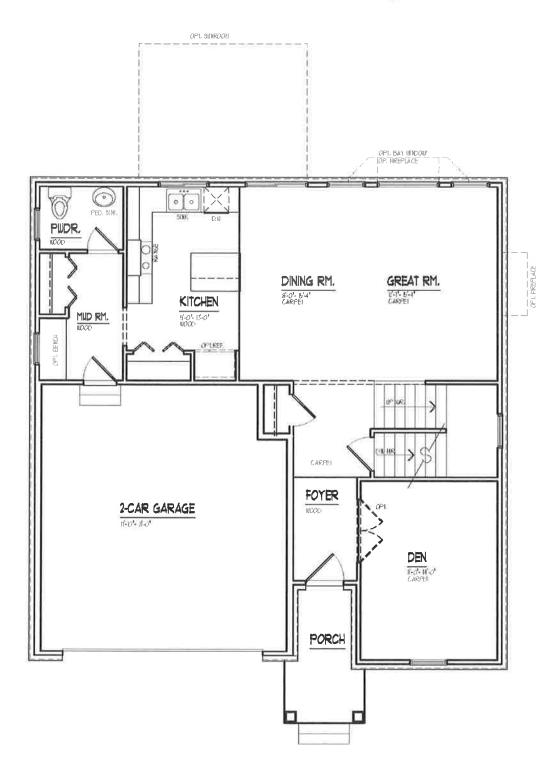


OPT. SUNROOM



OPT. FIREPLACE







The Charleston

Second Floor



M. BATH OPTION

M. BATH

W.I.C.



The Yorktown

Elevations









The Yorktown





The Yorktown

Second Floor

