



## CITY of NOVI CITY COUNCIL

**Agenda Item 1**  
**May 22, 2017**

**SUBJECT:** Approval of Addendum to the Valencia South Planned Rezoning Overlay (PRO) Agreement, to clarify the authority of the City's landscape architect to authorize additional plantings within the conservation area/tree replacement area of the PRO Plan, in order to improve screening from adjacent properties, subject to final review and approval of the language of the Addendum by the City Manager and City Attorney.

**SUBMITTING DEPARTMENT:** Community Development

**CITY MANAGER APPROVAL:** 

### **BACKGROUND INFORMATION:**

The PRO Agreement between Valencia South Land, L.L.C. and the City was signed on August 24, 2015. Among other things, it establishes an approximately 30-foot wide Conservation Area between the west and south boundaries of the Valencia South property and the rear lot lines of the site condominium units located along the west and south property lines. The PRO Agreement states that the area must be left in its "natural state," but authorizes the placement of additional trees to provide additional required screening.

During the course of development, the parties have determined that in order to place additional trees in the Conservation Area, to provide the additional screening, certain existing vegetation will need to be removed, mostly understory, but also an approximately 10-inch DBH black walnut tree. The proposed Addendum to the PRO Agreement, which is attached, authorizes the submission of a plan for such removal and plantings to be approved by the City's landscape architect.

**RECOMMENDED ACTION:** Approval of Addendum to the Valencia South Planned Rezoning Overlay (PRO) Agreement, to clarify the authority of the City's landscape architect to authorize additional plantings within the conservation area/tree replacement area of the PRO Plan, in order to improve screening from adjacent properties, subject to final review and approval of the language of the Addendum by the City Manager and City Attorney.

**ADDENDUM TO  
PLANNED REZONING OVERLAY (PRO) AGREEMENT  
BECK SOUTH, L.L.C. [VALENCIA SOUTH]**

This Addendum to Planned Rezoning Overlay (PRO) Agreement ("Agreement") is by and between Valencia South Land, L.L.C., a Michigan limited liability company, whose address is 1668 S. Telegraph Road, Bloomfield Hills, MI 48302, referred to as "Developer"; and the City of Novi, whose address is 45175 Ten Mile Road, Novi, MI 48375-3024 ("City").

**RECITATIONS**

I. Developer and City entered into a PRO Agreement effective August 24, 2015, which is recorded at Liber 48615, Page 244, Oakland County Records.

II. The PRO Agreement requires the Developer to provide a Conservation Area between the lots in the development and the existing residential subdivision(s) to the east and west.

III. In connection with the project, the Developer provided and recorded a "Tree Preservation Agreement" dated September 26, 2016, and recorded at Liber 49958, Page 1, Oakland County Records, the terms and provisions of which are consistent with the PRO Agreement.

IV. Both documents require the Conservation Area to be left in its natural state; however, both acknowledge the obligation and the right of the Developer to plant **additional** trees in the area to provide additional visual screening.

V. In the course of development, however, the parties have determined that, in order to plant the additional trees, and to carry out the intent for additional screening, some existing vegetation is required to be removed, generally consisting of understory, as well as one approximately 10-inch DBH black walnut tree.

NOW, THEREFORE, based upon the foregoing, the parties agree as follows:

1. Developer shall submit a plan to the City for the placement of additional evergreen trees in the Conservation Area/Tree Protection Area for the purpose of achieving greater opacity of screening. The plan shall be submitted to the City's landscape architect, who shall have the authority to review and approve the plan, or to require additional plantings or work as required.

2. To the extent the removal of existing plant materials is required in order to allow additional plantings and to achieve additional screening, the City's landscape architect is authorized to approve such removals, which may include understory or other trees.

3. Except as otherwise provided in paragraphs 1 and 2, the terms and provisions of the PRO Agreement are complete and unchanged and shall remain in full force and effect as initially approved.

WITNESSES:

**DEVELOPER**

\_\_\_\_\_  
Print Name:

Valencia South Land, LLC

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
By: Howard Fingeroot  
Its: Manager

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF OAKLAND)

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me appeared Howard Fingeroot, who states that he has signed this document of his own free will duly authorized on behalf of the Developer.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

**CITY OF NOVI**

\_\_\_\_\_  
Print Name:

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

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

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

\_\_\_\_\_  
Print Name:

STATE OF MICHIGAN )  
  ) ss  
COUNTY OF OAKLAND)

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me appeared Robert J. Gatt and Cortney Hanson, who stated that they had signed this document of their own free will on behalf of the City of Novi in their respective official capacities, as stated above.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by:  
  
Thomas R. Schultz  
Johnson, Rosati, Schultz & Joppich  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331-3550

When recorded return to:  
Cortney Hanson, Clerk  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

LIBER 48615 PAGE 244  
\$247.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
09/18/2015 01:59:51 PM RECEIPT# 112213  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

2015 SEP 17 AM 10:23

**PLANNED REZONING OVERLAY (PRO) AGREEMENT**  
**BECK SOUTH LLC**

**THIS PLANNED REZONING OVERLAY (PRO) AGREEMENT ("AGREEMENT")**, is by and between Valencia South Land LLC, a Michigan limited liability company whose address is 1668 S. Telegraph Road, Bloomfield Hills, Michigan 48302 (referred to as "**Developer**"); and the City of Novi, 45175 West Ten Mile Road, Novi, MI 48375-3024 ("**City**").

**RECITATIONS:**

- I. Developer is the developer of the vacant 41.31 gross acre property located on the southwest corner of Ten Mile Road and Beck Road, herein known as the "Land" described on **Exhibit A**, attached and incorporated herein.
- II. For purposes of improving and using the Land for a 64-unit residential site condominium development with smaller and narrower lots than is permitted in the R-1 Classification, Developer petitioned the City for an amendment of the Zoning Ordinance, as amended, so as to reclassify the Land from R-1, One-Family Residential, to R-3, One-Family Residential. The R-1 classification shall be referred to as the "**Existing Classification**" and R-3 shall be referred to as the "**Proposed Classification**."
- III. The Proposed Classification would provide the Developer with certain material development options not available under the Existing Classification, and would be a distinct and material benefit and advantage to the Developer.
- IV. The City has reviewed and, on the basis of the findings set forth on the Council record on July 27, 2015, approved the Developer's proposed petition to amend the zoning district classification of the Land from the Existing Classification to the Proposed Classification under the terms of the Planned Rezoning Overlay (PRO) provisions of the City's Zoning Ordinance, Section 7.13.2, and has reviewed the Developer's proposed PRO Plan (including proposed home elevations) attached hereto and incorporated herein as **Exhibit B** (the "PRO Plan"), which is a conceptual or illustrative plan for the potential development of the Land under the Proposed Classification, and not an approval to construct the proposed improvements as shown; and has further reviewed the proposed PRO

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conditions offered or accepted by the Developer. **Exhibit B** includes the following pages:

1. Sheet 2 (Planned Rezoning Overlay (PRO) Plan)– Last revised 8/12/2015
  2. Sheet 3 (Storm Water Management Plan) – Last revised 8/12/2015
  3. Sheet L-1 (Landscape Plan) – Last revised 7/15/2015
  4. Sheet L-2 (Entry Plan) – Last revised 7/15/2015
  5. Sheet L-3 (Woodland Plan) – Last revised 7/15/2015
  6. Sheet L-4 (Woodland Plan) – Last revised 7/15/2015
  7. Conceptual Elevations – Torino, Springhaven, Santa Fe and Muirfield models
- V. In proposing the Proposed Classification to the City, Developer has expressed as a firm and unalterable intent that Developer will develop and use the Land in conformance with the following undertakings by Developer, as well as the following forbearances by the Developer (each and every one of such undertakings and forbearances shall together be referred to as the “Undertakings”):
- A. Developer shall develop and use the Land solely for a 64-unit residential site condominium at a maximum density of 1.55 dwelling units per acre, in accordance with the PRO Plan. Developer shall forbear from developing and/or using the Land in any manner other than as authorized and/or limited by this Agreement.
  - B. Developer shall develop the Land in accordance with all applicable laws and regulations, and with all applicable ordinances, including all applicable setback requirements of the Zoning Ordinance with respect to the Proposed Classification, except as expressly authorized herein or as shown on the PRO Plan. The PRO Plan is acknowledged by both the City and Developer to be a conceptual plan for the purpose of depicting the general area contemplated for development. Some deviations from the provisions of the City’s ordinances, rules, or regulations that are depicted in the PRO Plan are approved by virtue of this Agreement; however, except as to such specific deviations enumerated herein, the Developer’s right to develop the 64-unit residential site condominium under the requirements of the Proposed Classification shall be subject to and in accordance with all applications, reviews, review letters,

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, dewatering plan approval, and engineering plan approval, except as expressly provided in this Agreement. The home elevations shall be substantially similar (as determined by the City) to that submitted as part of the Developer's final approval request, as depicted in **Exhibit B**.

- C. In addition to any other ordinance requirements, Developer shall comply with all applicable ordinances for storm water and soil erosion requirements and measures throughout the site during the design and construction phases, and subsequent use, of the development contemplated in the Proposed Classification.
- D. The following PRO Conditions shall apply to the Land and/or be undertaken by Developer:
1. The Developer shall provide a pathway connection to Ten Mile Road from the internal loop street as noted under Comment 1 of the engineering review letter dated January 7, 2015;
  2. Developer shall comply with all conditions listed in the staff and consultant review letters which are identified on attached **Exhibit C**, as the same may be administratively modified by the City Planning and Engineering department.
  3. Prior to commencing any temporary dewatering activities within the Land for the installation of utilities, Developer shall: (i) submit to the City for approval a dewatering plan in accordance with the City's applicable ordinances; and (ii) place in escrow with the City under the terms and conditions of an Escrow Agreement to be prepared by the City, the sum of \$75,000.00 to secure the Developer's obligation to address any temporary or permanent damage which occurs to the existing water wells of any of the thirteen (13) homes that are located within 400 feet of the proposed dewatering limits. If no claims are made against the escrow by the foregoing homeowners within thirty (30) days following the completion of the Developer's dewatering activities, the escrowed funds shall be returned to the Developer.

4. Developer shall provide a 30 foot wide tree preservation and planting easement between the west and south boundaries of the Land and the rear lot lines of the site condominium units located along the west and south property lines, as shown on the site plan and landscape plan which are part of the PRO Plan attached hereto (collectively the "Conservation Area"). The Conservation Area shall be restricted as follows:
  - i. The Conservation Area shall be left in its natural state. Except as set forth in subsection (ii) and (iii) below, Developer shall not remove any trees or vegetation in the Conservation Area at any time. In addition, the master deed establishing the condominium project within the Land shall establish the Conservation Area as general common element and shall restrict home owners from cutting, pruning, or otherwise altering the trees and vegetation within the Conservation Area. Notwithstanding the foregoing, the Developer shall plant **additional trees** in the Conservation Area, to provide additional visual screening between the project and neighboring homes to the west and south, in locations as determined and as specifically approved by the City's landscape architect at the time of site plan approval on the final landscape plan. The additional screening shall achieve ninety (90%) percent opacity in the summer and eighty (80%) percent opacity in the winter within two (2) years after planting measured at six (6) to eight (8) feet in height. Tree plantings may be supplemented with shrubs or other approved plantings to achieve the required opacity. All trees meeting the City's standards for woodland replacements that are installed by the Developer within the Conservation Area will be credited towards the Developer's tree replacement obligations.
  - ii. The master deed for the project will also prohibit the installation of any structures or improvements within the Conservation Area; provided, however, that the Developer may install catch basins within the Conservation Area where new trees are planted to collect storm water drainage from neighboring properties. The placement of such catch basins shall be approved by the City Engineer, who shall



only approve such placement where and if necessary to prevent flooding or excess drainage on the land.

- iii. As part of the Developer's tree replacement obligations, during the development of the Land, the Developer will, at the City's request, replace dead or dying trees within the Conservation Area with new trees. Any such replacement trees installed by the Developer within the Conservation Area shall be credited towards the Developer's tree replacement obligations. Where the final approved landscape plan shows the planting of oversized trees, Developer shall be responsible to plant the trees as depicted on the Concept Plan, the final approved Landscape Plan, and as directed by the City's Landscape Architect. Where possible to plant without interference with or adverse effect on existing trees, the oversized trees shall be a minimum of 18 feet in height at the time of planting; where not possible, the trees shall be of as great a height possible as determined by the City's Landscape Architect. Developer shall receive woodland replacement credit for the oversizing per the table on page 11 in the Landscape Design Manual in calculating the amount to be placed into the Tree Fund

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

1. Upon the Proposed Classification becoming final following entry into this Agreement:
  - a. The Undertakings and PRO Conditions shall be binding on Developer and the Land;
  - b. Developer shall act in conformance with the Undertakings; and
  - c. The Developer shall forbear from acting in a manner inconsistent with the Undertakings;
2. The following deviations from the standards of the zoning ordinance are hereby authorized pursuant to §7.13.2.D.1.(c).(2) of the City's zoning ordinance:

- a. Reduction in the required 30 foot front yard building setback for Units 19-30 and 37-39 to 25 feet;
  - b. Reduction in the required 30 foot aggregate of the two side yard setbacks for Units 19-30 and 37-39 to an aggregate of 25 feet;
  - c. Waiver of the required berm between the project and the existing church in order to preserve existing mature vegetation;
  - d. Administrative waiver to omit the required stub street connection at 1,300 foot intervals;
  - e. Design and Construction Standards waiver for the lack of paved eyebrows;
  - f. Waiver of the obligation to install the required pathway to the adjacent Andover Pointe No. 2 development with the condition that: (i) an easement is provided for such purpose; and (ii) the Developer escrows with the City the sum of \$25,000 to be used for the installation of such pathway; and
  - g. Approval of additional woodland credits for the planting of upsized woodlands replacement plantings as shown on the final approved landscape plan or as approved by the City's landscape architect.
3. In the event Developer attempts to or proceeds with actions to complete improvement of the Land in any manner other than as 64-unit residential site condominium, 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. In addition, 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, 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, attorneys' fees, expert witness fees, and the like.

4. Developer acknowledges and agrees that the City has not required the Undertakings. The Undertakings have been voluntarily offered by Developer in order to provide an enhanced use and value of the Land, to protect the public safety and welfare, and to induce the City to rezone the Land to the Proposed Classification so as to provide material advantages and development options for the Developer.
5. All of the Undertakings represent actions, improvements, and/or forbearances that are directly beneficial to the Land and/or to the development of and/or marketing of a 64-unit residential site condominium project on the Land. The burden of the Undertakings on the Developer is roughly proportionate to the burdens being created by the development, and to the benefit which will accrue to the Land as a result of the requirements represented in the Undertakings.
6. In addition to the provisions in Paragraph 3, above, in the event the Developer, or its respective successors, assigns, and/or transferees proceed with a proposal for, or other pursuit of, development of the Land in a manner which is in violation of the Undertakings, the City shall, following notice and a reasonable opportunity to cure, have the right and option to take action using the procedure prescribed by law for the amendment of the Master Plan and Zoning Ordinance applicable to the Land to amend the Master Plan and zoning classifications of the Land to a reasonable classification determined appropriate by the City, and neither the Developer nor its respective successors, assigns, and/or transferees, shall have any vested rights in the Proposed Classification and/or use of the Land as permitted under the Proposed Classification, and Developer shall be estopped from objecting to the rezoning and reclassification to such reasonable classifications based upon the argument that such action represents a "downzoning" or based upon any other argument relating to the approval of the Proposed Classification and use of the Land; provided, this provision shall not preclude Developer from otherwise challenging the reasonableness of such rezoning as applied to the Land. In the event the City rezones the Land to a use classification other than the Proposed Classification, this Agreement shall terminate and be null and void.
7. By execution of this Agreement, Developer acknowledges that it has acted in consideration of the City approving the Proposed Classification on the Land, and Developer agrees to be bound by the provisions of this Agreement.
8. After consulting with an attorney, the Developer understands and agrees that this Agreement is authorized by and consistent with all applicable state and federal laws and Constitutions, that the terms of this Agreement are reasonable, that it shall be estopped from taking a contrary position in the future, and, that the City shall be entitled to injunctive relief to prohibit any actions by the Developer inconsistent with the terms of this Agreement.

9. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, assigns and transferees, and an affidavit providing notice of this Agreement may be recorded by either party with the office of the Oakland County Register of Deeds.
10. 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. Upon completion of the development improvements, the ZBA may exercise jurisdiction over the Land in accordance with its authority under the Zoning Ordinance, in a manner not inconsistent with this Agreement.
11. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided by law.
12. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.
13. This Agreement may 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.
14. 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.
15. Developer hereby represents and warrants that it will become the owner in fee simple of the Land described in Exhibit A, and that this Agreement shall not become effective unless and until Developer becomes the owner of the Land.
16. The recitals 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.

17. 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 in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.
18. 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 Concept Plan and this Agreement that 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 PRO Documents and does not change or eliminate any development right authorized by the PRO documents. In the event of a conflict or inconsistency between two or more provisions of the PRO Concept Plan 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.
19. This Agreement may be signed in counterparts.

{Signatures begin on following page}

WITNESSES:

*Antonette Berger*  
 Print Name: Antonette Berger

*Jennifer Mazay*  
 Print Name: Jennifer Mazay

DEVELOPER

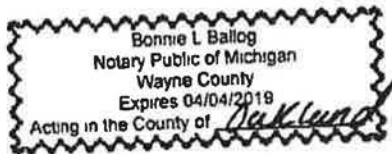
Valencia South Land, LLC

By: *[Signature]*  
 Howard Fingeroot

Its: Manager

STATE OF MICHIGAN )  
 ) ss  
 COUNTY OF OAKLAND )

On this 24 day of August, 2015, before me appeared Howard Fingeroot who states that he has signed this document of his own free will duly authorized on behalf of the Developer.



*[Signature]*, Notary Public  
 Wayne County  
 Acting in Oakland County  
 My commission expires: Apr 14, 2019

*Maryanne Cornelius*  
 Print Name: MARYANNE CORNELIUS-CITY CLERK

*Marilyn S. Troutman*  
 Print Name: MARILYN S. TROUTMAN

*Marilyn S. Troutman*  
 Print Name: MARILYN S. TROUTMAN

*Jane L. Kelley*  
 Print Name: JANE L. KELLEY

CITY OF NOVI  
 By: *[Signature]*  
 Robert J. Gatt, Mayor

By: *Maryanne Cornelius*  
 Maryanne Cornelius, Clerk

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

LIBER 49958 PAGE 1  
\$21.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
\$5.00 AUTOMATION  
10/18/2016 03:04:28 PM RECEIPT# 123777  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

2016 OCT 17 AM 9:54

**TREE PRESERVATION EASEMENT AGREEMENT**

This Tree Preservation Easement Agreement ("**Agreement**") is entered into this 26<sup>th</sup> day of July 2016, by and between Valencia South Land LLC, a Michigan limited liability company, whose address is 1668 S. Telegraph Rd., Suite 200, Bloomfield Hills, Michigan 48302 ("**Grantor**"), and the City of Novi, a municipal corporation, and its successors and assigns, whose address is 45175 Ten Mile Road, Novi Michigan 48375 ("**City**").

**RECITALS:**

A. Grantor is the owner of certain real property located in the City of Novi (the "**City**"), Oakland County, Michigan, which is more particularly described on **Exhibit A** attached hereto (the "**Condominium Parcel**").

B. Grantor is developing the Condominium Parcel as a residential site condominium project in accordance with the terms of a certain Planned Rezoning Overlay (PRO) Agreement, entered into between Grantor and the City, dated August 24, 2015, and recorded at Liber 48615, Page 244, Oakland County Records (the "**PRO Agreement**").

C. The PRO Agreement requires Grantor to provide a tree preservation and planting easement over a portion of the Condominium Parcel.

D. To comply with the terms of the PRO Agreement, Grantor desires to grant to the City an easement over a portion of the Condominium Parcel, in accordance with the terms and conditions set forth below.

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NOW, THEREFORE, for and in consideration of the sum of (\$1.00) One Dollar paid by the City and the mutual covenants, contained herein, the parties agree as follows:

1. **Tree Preservation Easement.** Grantor grants to the City a perpetual easement on, over and under the approximately thirty (30') foot wide portion of the Condominium Parcel that is described on **Exhibit B** attached hereto (the "**Tree Preservation Area**"). The Tree Preservation Area shall be preserved in perpetuity in its natural and undeveloped condition, in accordance with and subject to the provisions of this Agreement.

OK-LB

2. **Restrictions; Reserved Rights.**

(a) **Preservation.** Trees or vegetation shall not be removed from the Tree Preservation Area and there shall be no cutting, pruning or altering of the trees or vegetation within the Tree Preservation Area; provided, however that mowing any grass areas shall be permitted. Notwithstanding the foregoing,

(i) as provided in the PRO Agreement, during the development of the Condominium Parcel, Grantor shall replace any dead or dying trees within the Tree Preservation Area in locations determined be the City;

(ii) Grantor shall have the right to plant additional trees, shrubs and other plantings that Grantor is required to plant under the PRO Agreement, or are shown on the approved landscaping plan for the Condominium Parcel or as otherwise approved by the City.

(b) **Structures and Improvements.** No structures or improvements shall be constructed or installed within the Tree Preservation Area, provided that Grantor may install catch basins within the Tree Preservation Area to collect storm water drainage from neighboring properties, provided that such catch basins have been approved by the City.

(c) **Reserved Rights.** Notwithstanding anything to the contrary contained in this Declaration, Grantor shall have the right to plant trees and shrubs within the Tree Preservation Area in accordance with the terms of the PRO Agreement and the approved landscape plan and shall have the right to access the Tree Preservation Area to exercise such rights and perform such obligations.

(d) **City's Rights.** In the event that the Grantor or the association established to administer the affairs of condominium project established within the Condominium Parcel ("**Association**") shall at any time fail to carry out the responsibilities above, and/or in the event of a failure to preserve and/or maintain the Tree Preservation Area in the condition required by the approved PRO Plan, PRO Agreement and/or landscape plan, the City may serve written notice upon the Grantor and/or Association, setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Grantor and/or Association to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or



preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor and/or Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the residential units on the property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor or Association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Grantor or Association, and in such event, the Grantor and/or Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

3. Miscellaneous.

(a) Binding Effect. The Tree Preservation Easement and the covenants and restrictions contained in this Agreement shall run with the land and be binding on the Condominium Parcel and the future owners thereof.

(b) Captions. The captions preceding the text of each paragraph are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Declaration.

(c) Partial Invalidity. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

(d) Amendment. This Agreement may only be amended in writing by Grantor, or its successor in title to the Condominium Parcel, and the City. For purposes of the foregoing, the owner of the Condominium Parcel shall be deemed to be the Grantor during the period Grantor owns any portion of the Condominium Parcel (including units therein) and thereafter the Association. An amendment to this Agreement shall be effective upon the recordation of such amendment with the Oakland County, Michigan Register of Deeds.

(e) No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parcel owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

(f) Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Tree Preservation Area to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of Grantor shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions of this Agreement.

IN WITNESS WHEREOF, this Tree Preservation Easement Agreement has been executed as of the day and year first written above.

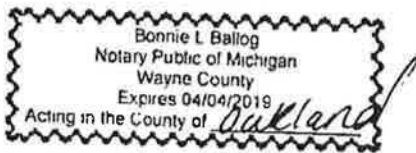
**GRANTOR:**

Valencia South Land LLC  
a Michigan liability company

By: [Signature]  
Howard Fingeroot  
Its: Manager

STATE OF MICHIGAN )  
COUNTY OF Oakland )ss

The foregoing instrument was acknowledged before me this 25 day of July, 2016, by Howard Fingeroot, the Manager of Valencia South Land LLC, a Michigan limited liability company, on behalf of such entity.



Bonnie Ballag, Notary Public  
Wayne County, Michigan  
Acting in Oakland County, Michigan  
My Commission expires: 4-4-19

**GRANTEE:**

City of Novi,  
a municipal corporation

By: [Signature]  
Robert J. Gatt, Mayor  
Its: \_\_\_\_\_

**[Notarization is continued on the following page]**

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of SEPTEMBER, 2016, by Robert J. Gatt, Mayor of the City of Novi, a municipal corporation, on behalf of the City of Novi.

Marilyn B. Troutman, Notary Public  
WAYNE County, Michigan  
Acting in OAKLAND County, Michigan  
My Commission expires: OCT. 13, 2017

MARILYN B. TROUTMAN  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Oct 13, 2017  
ACTING IN COUNTY OF OAKLAND

Drafted By:

Elizabeth K. Saarela, Esq.  
Johnson, Rosati, Schultz and Joppich, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331

When Recorded Return To

Cortney Hanson, Clerk  
City of Novi  
45175 Ten Mile Road  
Novi, Michigan 48375

**EXHIBIT A**

**DESCRIPTION OF THE CONDOMINIUM PARCEL**

A parcel of land located in a part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, Oakland County, Michigan, particularly described as commencing at the Northeast Corner of said Section 29; thence South 00°10'28" West, 1184.73 feet, along the East line of said Section 29 and the centerline of Beck Road; thence South 89°54'00" West, 33.00 feet, to a point on the westerly right-of-way line of said Beck Road and for a POINT OF BEGINNING; thence South 00°10'28" West, 331.38 feet, along the westerly right-of-way line of said Beck Road; thence South 89°52'18" West, 1311.40 feet, to a point on the East line of "Andover Pointe No. 1", a subdivision as recorded in Liber 231 of Plats, on Pages 11 through 16, inclusive, Oakland County Records; thence North 00°10'48" East, 78.27 feet, (previously recorded as 78.32 feet), to the northeast corner of Lot 1 of said "Andover Pointe No. 1", to a point on the east line of "Echo Valley Estates", a subdivision as recorded in Liber 92 of Plats, on Pages 11 and 12, Oakland County Records; thence North 00°25'08" East, 809.64 feet, along the east line of said "Echo Valley Estates"; thence Due East, 134.47 feet; thence North 00°06'36" East, 93.00 feet; thence Due West, 103.93 feet; thence North 00°25'08" East, 77.78 feet; thence North 21°40'40" West, 63.44 feet; thence North 68°51'41" East, 26.70 feet; thence Due East, 19.30 feet; thence South 00°31'51" West, 126.36 feet; thence South 89°55'06" East, 114.14 feet; thence South 00°21'04" East, 87.85 feet; thence South 89°56'35" East, 44.11 feet; thence Due South 93.18 feet; thence Due East, 131.02 feet; thence Due South 95.00 feet; thence South 12°50'41" East, 97.32 feet; thence South 73°40'42" East, 161.00 feet; thence North 84°17'17" East, 100.96 feet; thence North 58°36'46" East, 79.11 feet; thence North 38°34'07" East, 37.44 feet; thence South 89°49'32" East, 227.21 feet; thence South 00°10'28" West, 263.55 feet; thence South 66°03'48" East, 36.82 feet; thence North 89°54'00" East, 311.18 feet, to a point on the Westerly right-of-way line of said Beck Road; thence South 00°10'28" West, 52.13 feet, along the Westerly right-of-way line of said Beck Road; thence North 89°54'00" East, 27.00 feet, to the Point of Beginning.

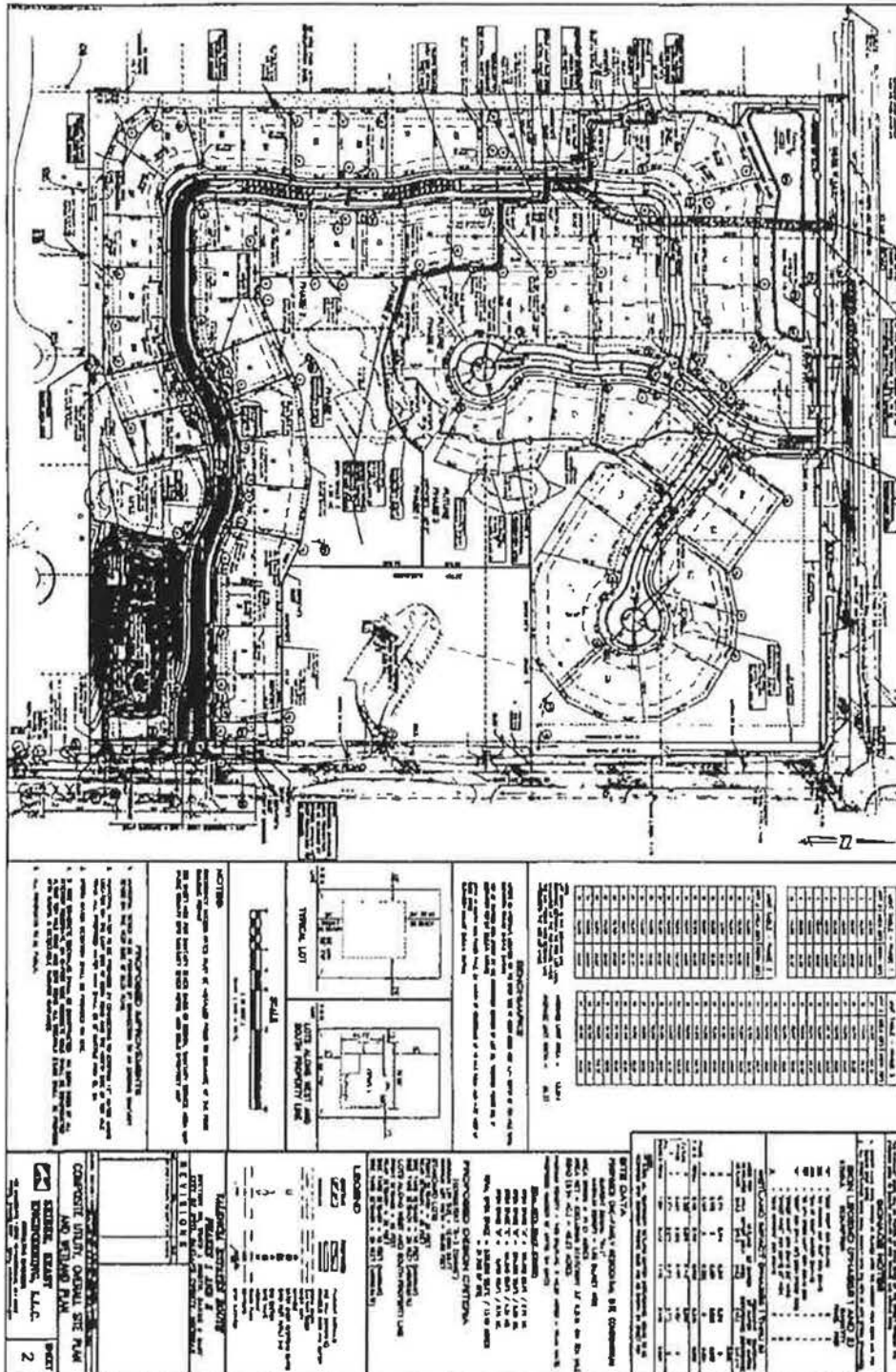
Valencia South Estates OCCP# 2150 22-29-227-000 Ent  
AND & pt 22-29-226-049

A parcel of land located in a part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, Oakland County, Michigan, particularly described as commencing at the Northeast Corner of said Section 29; thence Due West, 109.00 feet, along the North line of said Section 29 and the centerline of Ten Mile Road, for a POINT OF BEGINNING; thence South 44°54'46" East, 46.60 feet, to a point on the Southerly right-of-way line of said Ten Mile Road; thence Due West, 274.00 feet, along the Southerly right-of-way line of said Ten Mile Road; thence South 00°10'28" West, 15.00 feet; thence Due East, 289.00 feet; thence South 44°54'46" East, 26.83 feet; thence South 00°10'28" West, 137.00 feet; thence Due East, 9.00 feet, to a point on the Westerly right-of-way line of Beck Road; thence South 00°10'28" West, 431.33 feet, along the Westerly right-of-way line of said Beck Road; thence South 89°59'34" West, 371.88 feet; thence South 00°10'28" West, 219.38 feet; thence North 89°49'32" West, 227.21 feet; thence South 38°34'07" West, 37.44 feet; thence South 58°36'46" West, 79.11 feet; thence South 84°17'17" West, 100.96 feet; thence North 73°40'42" West, 161.00 feet; thence North 12°50'41" West, 97.32 feet; thence Due North, 95.00 feet; thence Due West, 131.02 feet; thence Due North, 68.24 feet; thence Due West, 209.67 feet, to a point on the East line of "Echo Valley Estates", a subdivision as recorded in Liber 92 of Plats, on Pages 11 and 12, Oakland County Records; thence North 00°25'08" East, 631.23 feet, along the East line of said "Echo Valley Estates", to a point on the North line of said Section 29 and the centerline of said Ten Mile Road; thence Due East, 1229.24 feet, to the Point of Beginning.

{01168213.DOCX:3} 22-29-226-049 6 22-29-226-052  
22-29-226-050 22-29-226-048  
22-29-226-051 22-29-226-031  
22-29-226-004 22-29-226-030

**EXHIBIT B**

**DIAGRAM OF THE CONSERVATION EASEMENT**



## EXHIBIT A

## "VALENCIA SOUTH ESTATES"

LEGAL DESCRIPTION  
SUBJECT PROPERTY

A parcel of land located in a part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, particularly described as commencing at the Northeast Corner of said Section 29; thence South 00°10'28" West, 1184.73 feet, along the East line of said Section 29 and the centerline of Beck Road; thence South 89°54'00" West, 33.00 feet, to a point on the Westerly right-of-way line of said Beck Road and for a POINT OF BEGINNING; thence South 00°10'28" West, 331.38 feet, along the Westerly right-of-way line of said Beck Road; thence South 89°52'18" West, 1311.40 feet, along the extension of and the Northerly line of "Andover Pointe No. 2", as recorded in Liber 231 of Plats, on Pages 30 and 31, Oakland County Records, to the Northwest corner of said "Andover Pointe No. 2", and to the Easterly line of "Andover Pointe No. 1", as recorded in Liber 231 of Plats, on Pages 11 through 16, inclusive, Oakland County Records; thence North 00°10'48" East, 78.27 feet, (previously recorded as 78.32 feet), to the northeast corner of Lot 1 of said "Andover Pointe No. 1", to a point on the East line of "Echo Valley Estates", as recorded in Liber 92 of Plats, on Pages 11 and 12, Oakland County Records; thence North 00°25'08" East, 809.64 feet, along the East line of said "Echo Valley Estates"; thence Due East, 209.67 feet; thence Due South 68.24 feet; thence Due East, 131.02 feet; thence Due South 95.00 feet; thence South 12°50'41" East, 97.32 feet; thence South 73°40'42" East, 161.00 feet; thence North 84°17'17" East, 100.96 feet; thence North 58°36'46" East, 79.11 feet; thence North 38°34'07" East, 37.44 feet; thence South 89°49'32" East, 227.21 feet; thence South 00°10'28" West, 263.55 feet; thence South 66°03'48" East, 36.82 feet; thence North 89°54'00" East, 311.18 feet, to a point on the Westerly right-of-way line of said Beck Road; thence South 00°10'28" West, 52.13 feet, along the Westerly right-of-way line of said Beck Road; thence North 89°54'00" East, 27.00 feet, to the Point of Beginning. All of the above containing 18.634 Acres. All of the above being subject to easements, restrictions and the right-of-way on record. All of the above being subject to the rights of the public in Beck Road.

Valencia South Estates  
 OCCP# 2150  
 22-29-227-000 Ent

EXHIBIT A

"VALENCIA SOUTH ESTATES"

LEGAL DESCRIPTION  
FUTURE DEVELOPMENT

A parcel of land located in a part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, Oakland County, Michigan, particularly described as commencing at the Northeast Corner of said Section 29; thence Due West, 109.00 feet, along the North line of said Section 29 and the centerline of Ten Mile Road, for a POINT OF BEGINNING; thence South 44°54'46" East, 46.60 feet, to a point on the Southerly right-of-way line of said Ten Mile Road; thence Due West, 274.00 feet, along the Southerly right-of-way line of said Ten Mile Road; thence South 00°10'28" West, 15.00 feet; thence Due East, 289.00 feet; thence South 44°54'46" East, 26.83 feet; thence South 00°10'28" West, 137.00 feet; thence Due East, 9.00 feet, to a point on the Westerly right-of-way line of Beck Road; thence South 00°10'28" West, 431.33 feet, along the Westerly right-of-way line of said Beck Road; thence South 89°59'34" West, 371.88 feet; thence South 00°10'28" West, 219.38 feet; thence North 89°49'32" West, 227.21 feet; thence South 38°34'07" West, 37.44 feet; thence South 58°36'46" West, 79.11 feet; thence South 84°17'17" West, 100.96 feet; thence North 73°40'42" West, 161.00 feet; thence North 12°50'41" West, 97.32 feet; thence Due North, 95.00 feet; thence Due West, 131.02 feet; thence Due North, 68.24 feet; thence Due West, 209.67 feet, to a point on the East line of "Echo Valley Estates", a subdivision as recorded in Liber 92 of Plats, on Pages 11 and 12, Oakland County Records; thence North 00°25'08" East, 631.23 feet, along the East line of said "Echo Valley Estates", to a point on the North line of said Section 29 and the centerline of said Ten Mile Road; thence Due East, 1229.24 feet, to the Point of Beginning. All of the above containing 22.488 Acres. All of the above being subject to easements, restrictions and the right-of-way on record. All of the above being subject to the rights of the public in Beck Road and Ten Mile Road.

22-29-226-049  
22-29-226-050  
22-29-226-051  
22-29-226-004  
22-29-226-052  
22-29-226-042  
22-29-226-031  
22-29-226-030

## EXHIBIT B

"VALENCIA SOUTH ESTATES"

LEGAL DESCRIPTION  
TREE PRESERVATION EASEMENT

A Tree Preservation Easement, located in a Part of the Northeast 1/4 of Section 29, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the North 1/4 Corner of said Section 29; thence Due East, 1341.88 feet, along the North Line of said Section 29 and the centerline of Ten Mile Road; thence South 00°25'08" West, 60.00 feet, for a POINT OF BEGINNING 'A'; thence Due East, 15.03 feet; thence South 00°25'08" West, 172.26 feet; thence South 89°34'52" East, 41.76 feet; thence South 26°15'49" West, 61.38 feet; thence South 00°25'08" West, 1116.52 feet; thence South 36°03'52" East, 66.23 feet; thence South 66°30'13" East, 78.28 feet; thence North 89°52'18" East, 359.76 feet; thence South 00°07'42" East, 30.00 feet, to a point on the North line of "Andover Pointe No. 2", a subdivision recorded in Liber 231 of Plats, on Pages 30 & 31, Oakland County Records; thence South 89°52'18" West, 501.15 feet, along the North line of said "Andover Pointe No. 2", to a Point on the East line of "Andover Pointe No. 1", a subdivision as recorded in Liber 231 of Plats, on Pages 11 through 16, inclusive, Oakland County Records; thence North 00°10'48" East, 78.27 feet, (previously recorded as 78.32 feet), to the northeast corner of Lot 1 of said "Andover Pointe No. 1", to a point on the east line of "Echo Valley Estates", a subdivision as recorded in Liber 92 of Plats, on Pages 11 and 12, Oakland County Records; thence North 00°25'08" East, 1380.87 feet, along the east line of said "Echo Valley Estates", to the Point of Beginning 'A' P+ 22-29-226-049 &

And also, commencing at the Northeast Corner of said Section 29; thence South 00°10'28" West, 635.33 feet, along the East line of said Section 29 and the centerline of Beck Road; thence South 89°59'34" West, 404.88 feet, for a POINT OF BEGINNING 'B'; thence South 00°10'28" West, 482.94 feet; thence North 66°03'48" West, 55.30 feet; thence North 81°20'55" West, 129.75 feet; thence South 82°39'32" West, 167.38 feet; thence South 67°36'31" West, 200.98 feet; thence Due West, 41.59 feet; thence Due North 285.00 feet; thence South 73°40'42" East, 161.00 feet; thence North 84°17'17" East, 100.96 feet; thence North 58°36'46" East, 79.11 feet; thence North 38°34'07" East, 37.44 feet; thence North 35°00'49" East, 29.56 feet; thence North 18°14'46" East, 74.60 feet; thence North 03°34'47" East, 56.98 feet; thence North 09°47'50" West, 85.09 feet; thence North 60°23'48" West, 34.82 feet; thence North 00°20'29" West, 95.75 feet; thence North 68°44'42" East, 22.83 feet, thence South 52°52'48" East, 74.56 feet; thence South 57°51'44" East, 175.48 feet, to the Point of Beginning 'B'. All of the above containing 5.619 Acres.

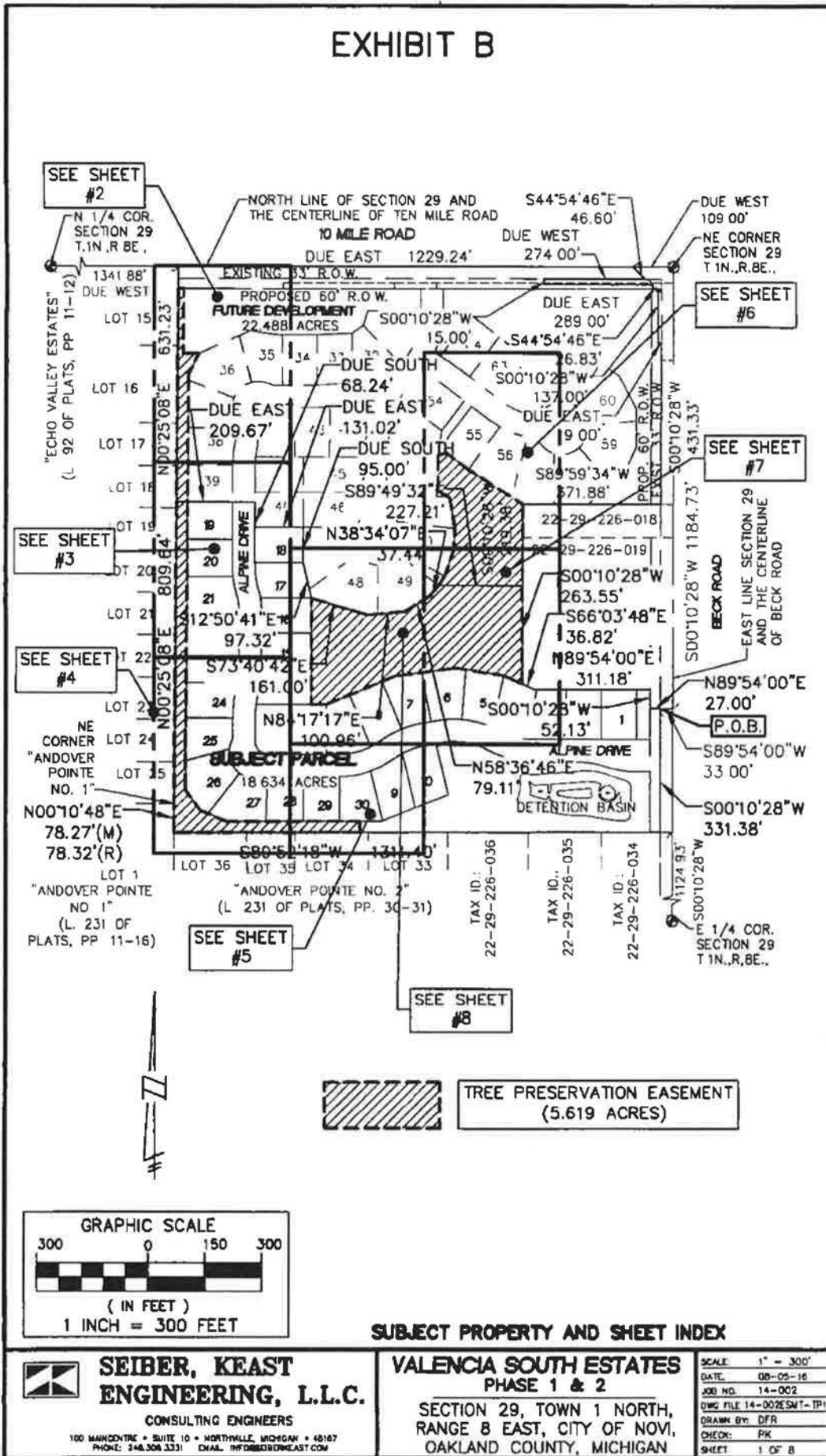
GCE Valencia South Estates OCP# 2150 22-29-226-046  
GCE Valencia South Estates OCP# 2150 22-29-226-047

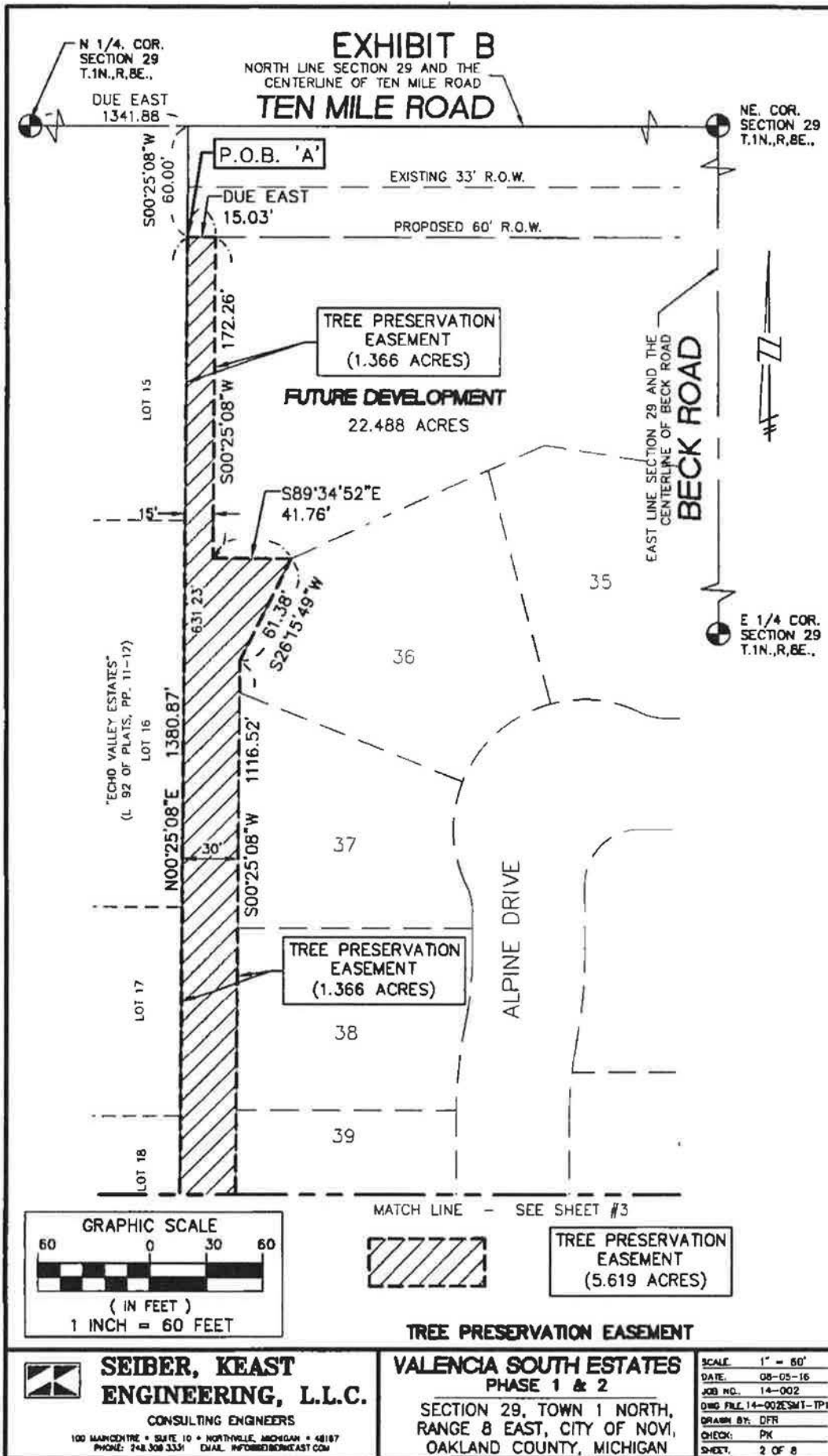
&

P+ 22-29-226-052  
P+ 22-29-226-042  
P+ 22-29-226-031



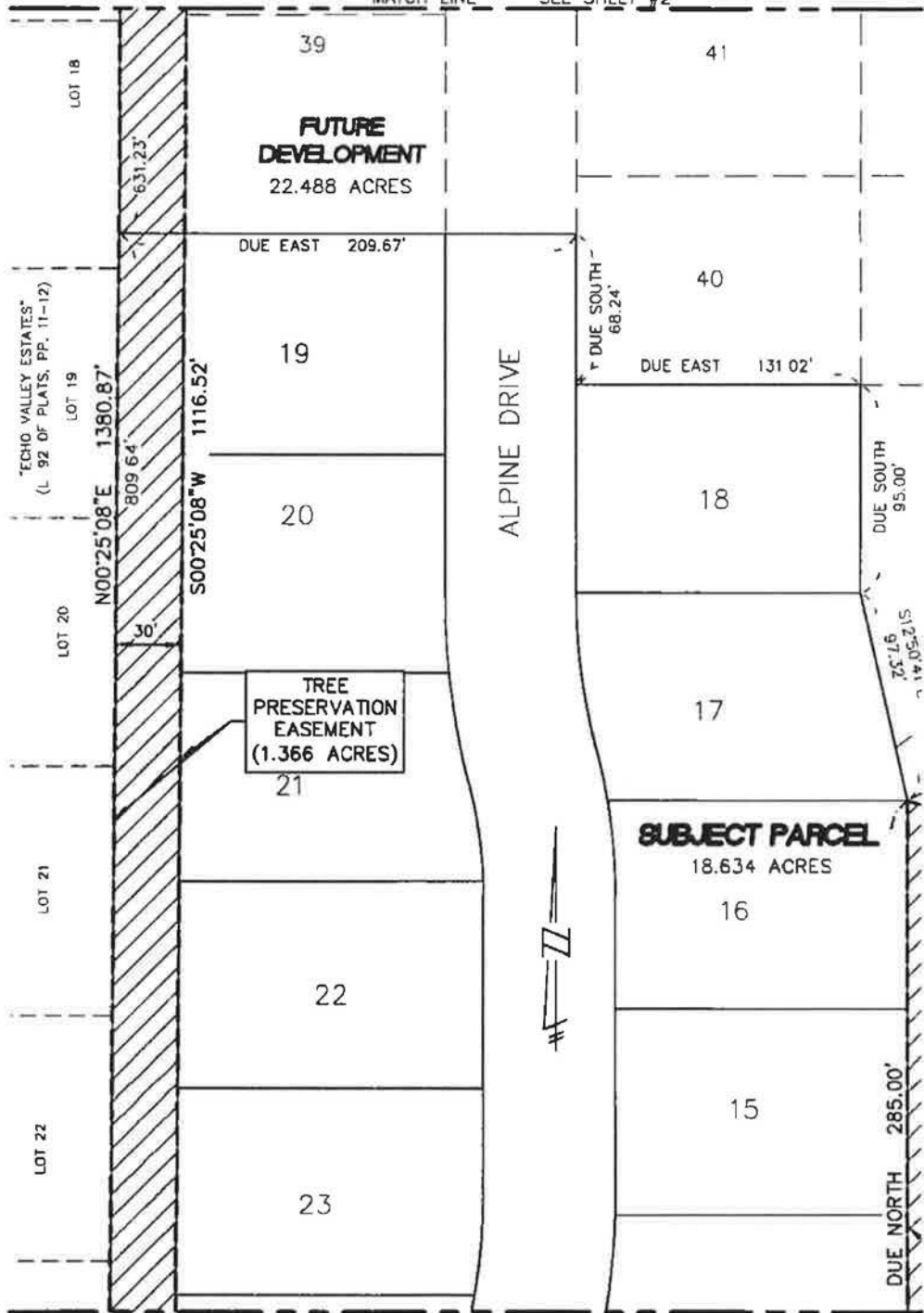
# EXHIBIT B



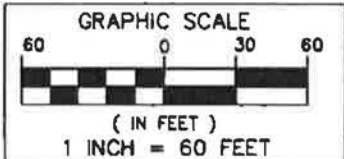


# EXHIBIT B

MATCH LINE - SEE SHEET #2



MATCH LINE - SEE SHEET #4



TREE PRESERVATION EASEMENT  
(5.619 ACRES)

### TREE PRESERVATION EASEMENT

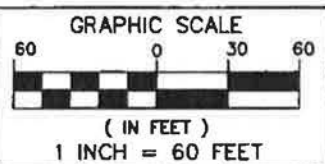
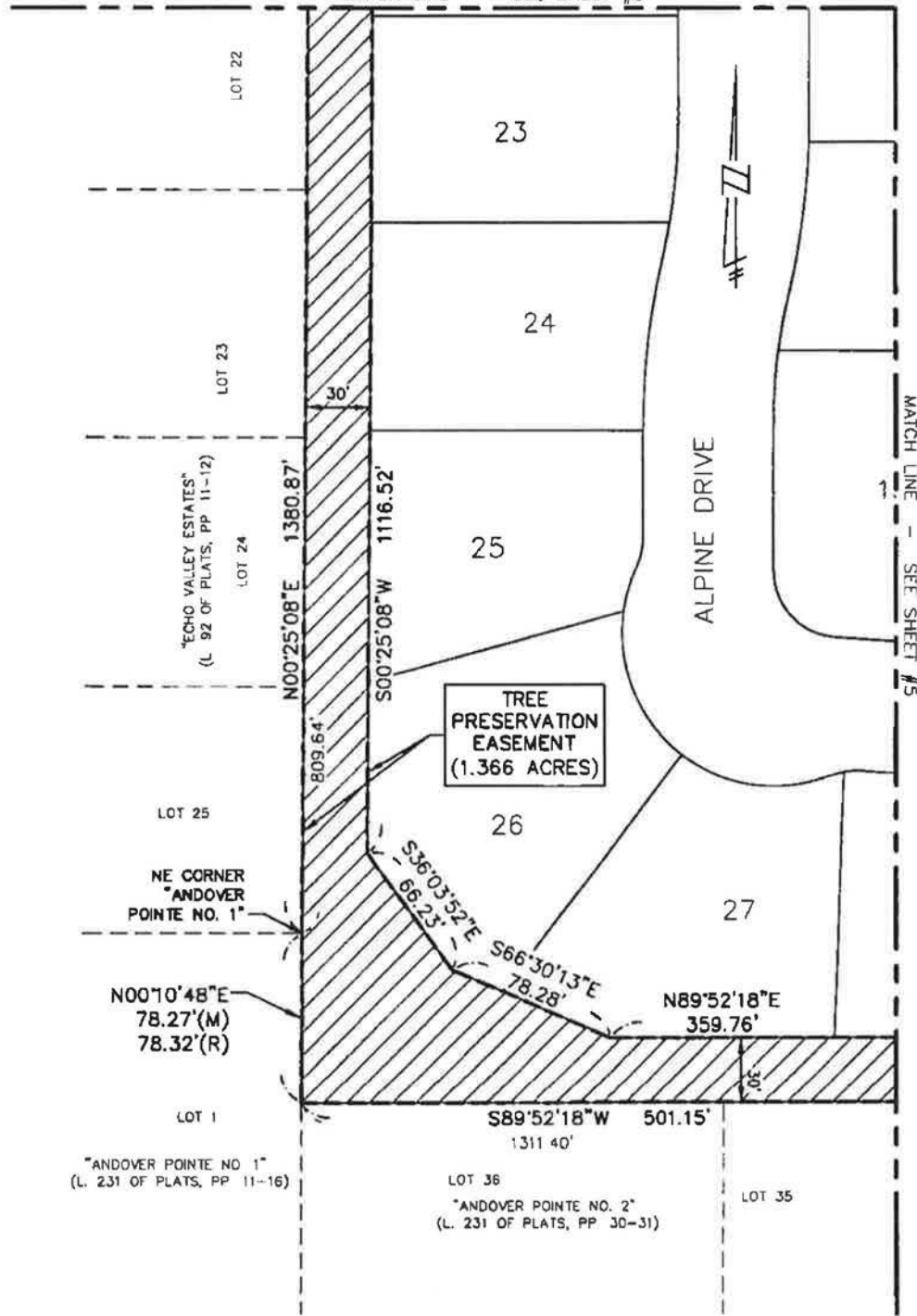
**SEIBER, KEAST ENGINEERING, L.L.C.**  
CONSULTING ENGINEERS  
100 MAIN CENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
PHONE: 248.308.3331 FAX: 248.308.3331

**VALENCIA SOUTH ESTATES PHASE 1 & 2**  
SECTION 29, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE	1" = 60'
DATE	08-05-18
JOB NO.	14-002
DWG. FILE	14-002E5M1-TP1
DRAWN BY	DFR
CHECK	PK
SHEET	3 OF 8

# EXHIBIT B

MATCH LINE - SEE SHEET #3



TREE PRESERVATION EASEMENT  
(5.619 ACRES)

### TREE PRESERVATION EASEMENT



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

CONSULTING ENGINEERS

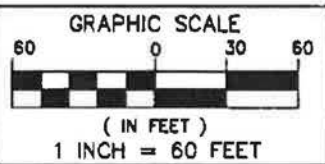
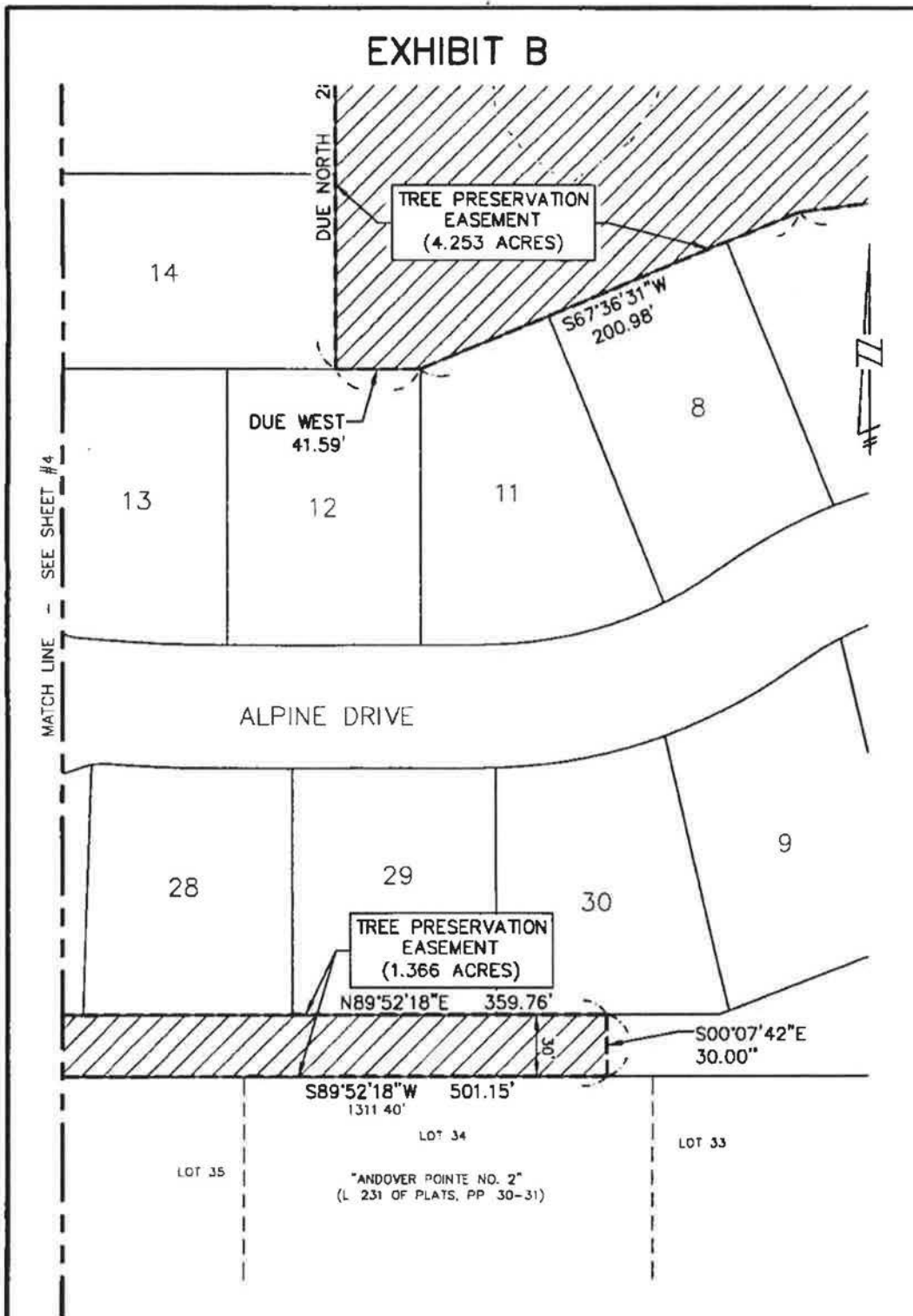
100 MARQUETTE • SUITE 10 • NORTHVILLE, MICHIGAN • 48107  
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**VALENCIA SOUTH ESTATES  
PHASE 1 & 2**

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

SCALE: 1" = 60'  
DATE: 08-03-18  
JOB NO.: 14-002  
DWG FILE: 14-002ESM1-TP1  
DRAWN BY: DFR  
CHECK: PK  
SHEET: 4 OF 8

EXHIBIT B



TREE PRESERVATION EASEMENT  
(5.619 ACRES)

TREE PRESERVATION EASEMENT



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

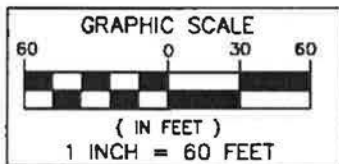
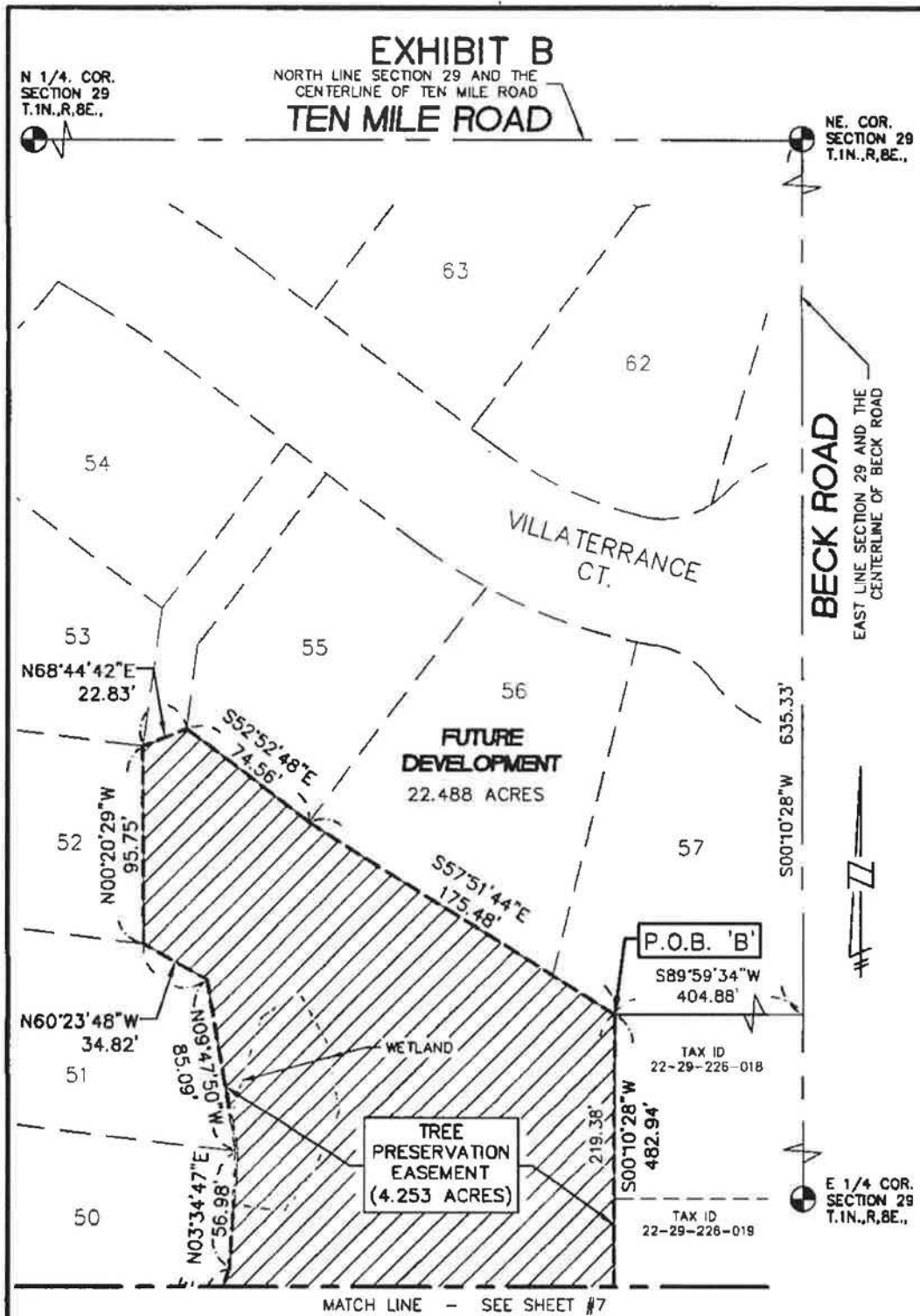
CONSULTING ENGINEERS

100 MARQUETTE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
PHONE: 248.309.3331 FAX: INFO@SEIBERKEAST.COM

**VALENCIA SOUTH ESTATES  
PHASE 1 & 2**

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

SCALE: 1" = 60'  
DATE: 08-05-16  
JOB NO. 14-002  
DWG FILE 14-002SMT-TP1  
DRAWN BY: DFR  
CHECK: PK  
SHEET: 5 OF 8



TREE PRESERVATION EASEMENT  
 (5.619 ACRES)

**TREE PRESERVATION EASEMENT**



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

CONSULTING ENGINEERS

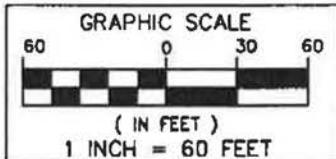
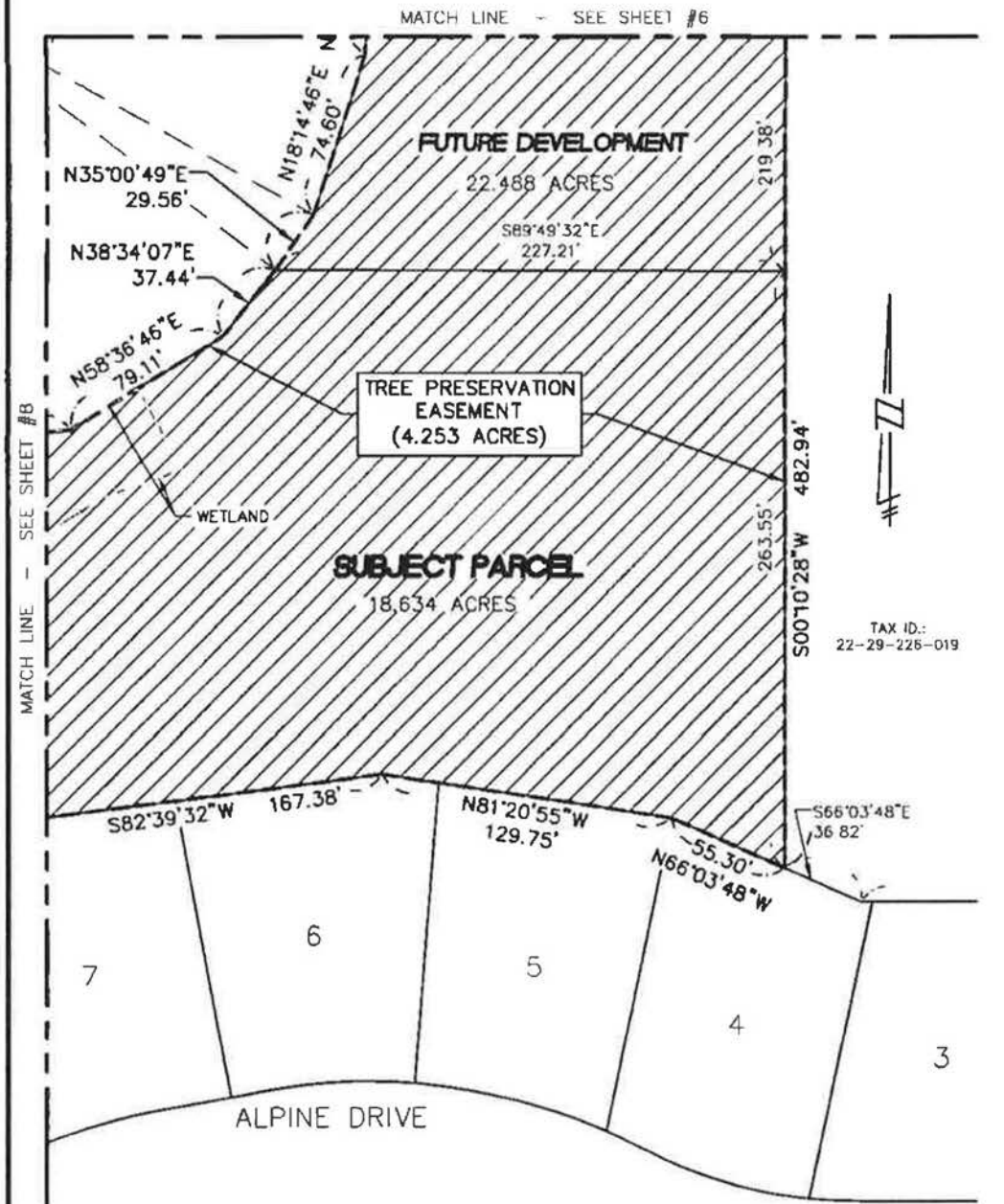
100 MARQUETTE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
 PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**VALENCIA SOUTH ESTATES  
 PHASE 1 & 2**

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

SCALE	1" = 60'
DATE	08-05-18
JOB NO.	14-002
DWG. FILE	14-002ESM1-TP1
DRAWN BY	DFR
CHECKED	PK
SHEET	6 OF 8

# EXHIBIT B



**TREE PRESERVATION EASEMENT**  
(5.619 ACRES)

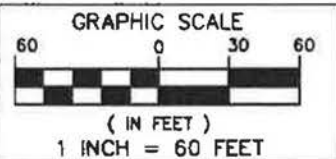
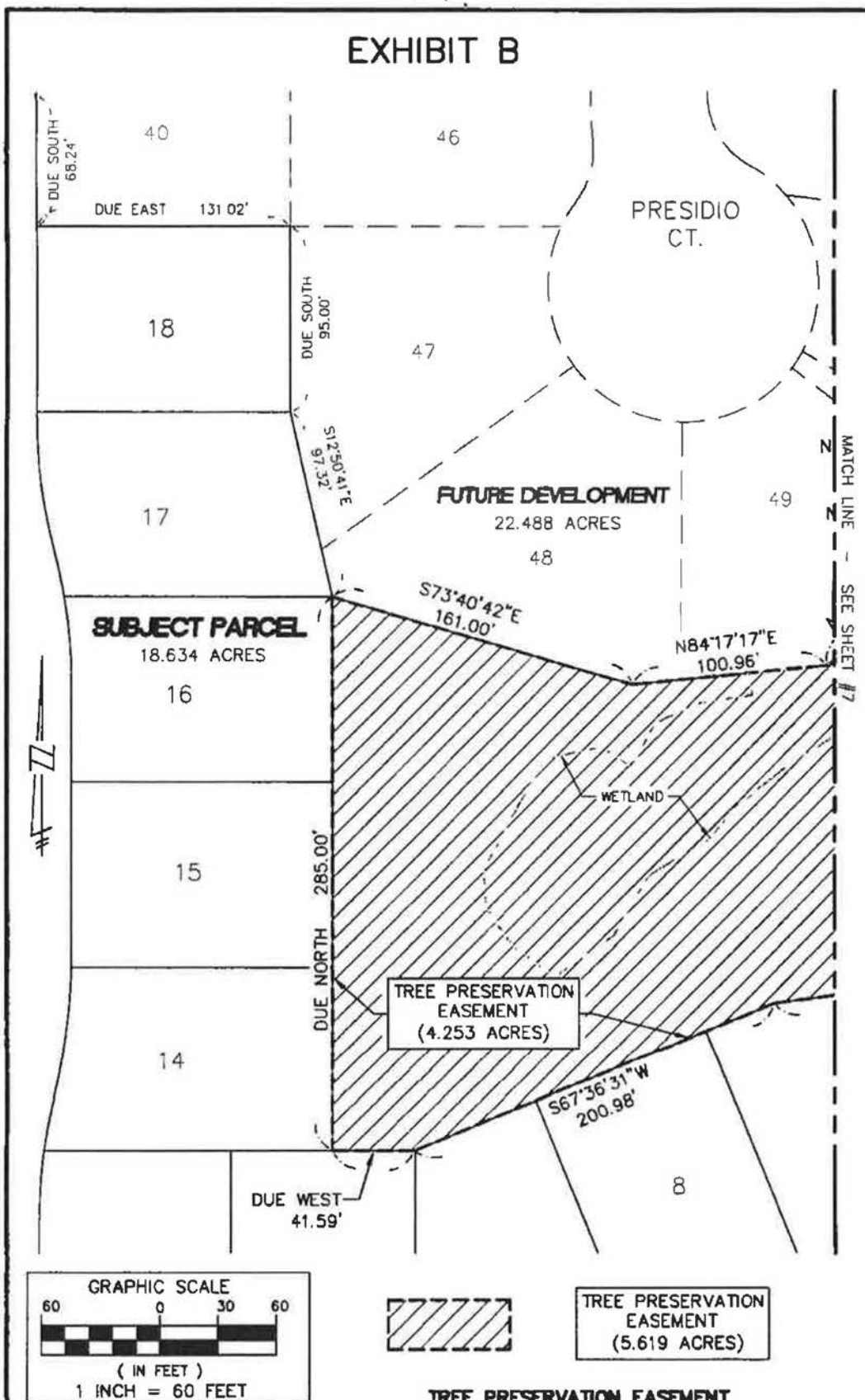
**TREE PRESERVATION EASEMENT**

**SEIBER, KEAST ENGINEERING, L.L.C.**  
CONSULTING ENGINEERS  
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

**VALENCIA SOUTH ESTATES**  
PHASE 1 & 2  
SECTION 29, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI,  
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 60'  
DATE: 08-05-18  
JOB NO. 14-002  
DWG FILE: 14-002ESMT-TP1  
DRAWN BY: DFR  
CHECKED: PK  
SHEET: 7 OF 8

EXHIBIT B



TREE PRESERVATION EASEMENT (5.619 ACRES)

TREE PRESERVATION EASEMENT

**SEIBER, KEAST ENGINEERING, L.L.C.**  
 CONSULTING ENGINEERS  
 100 MARQUETTE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167  
 PHONE: 248.328.3331 EMAIL: INFO@SEIBERKEAST.COM

**VALENCIA SOUTH ESTATES PHASE 1 & 2**  
 SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

SCALE	1" = 60'
DATE	08-05-18
JOB NO.	14-002
DWG. FILE	14-002(SM1-TP)
DRAWN BY	DFR
CHECK	PK
SHEET	8 OF 8