



# CITY of NOVI CITY COUNCIL

[www.cityofnovi.org](http://www.cityofnovi.org)

**Agenda Item H  
January 22, 2007**

**SUBJECT:** Acceptance of two Conservation Easements for Tuscany Reserve, located on the north side of Eight Mile Road between Garfield Road and Beck Road.

**SUBMITTING DEPARTMENT:** <sup>Beck</sup> Planning Department

**CITY MANAGER APPROVAL:** *[Signature]*

### BACKGROUND INFORMATION:

The petitioner, Novi Investment Company, LLC (Cambridge Homes), previously received approvals for Tuscany Reserve, a site condominium development with 58 single family residential lots on 77.37 acres of land located near the northeast corner of Eight Mile Road and Garfield Road. This project was approved under the Residential Unit Development section of the Zoning Ordinance, receiving approvals from both the Planning Commission and City Council over the last few years.

The applicant has now submitted two conservation easements that show the preservation of a substantial amount of regulated woodlands and wetlands existing on the property. The exhibits labeled "Exhibit C" depict the areas being preserved, and are consistent with the regulated woodland, wetland and wetland buffer areas shown to be preserved on the approved site plan. The "Conservation Easement" and "Wetland Conservation Easement" cover 18.786 acres of the site, which is equivalent to 24.3% of the total site. The proposed easements have been reviewed and recommended for approval by the City's professional staff and consultants. They are currently in a form acceptable to the City Attorney's office for approval by the City Council.

**RECOMMENDED ACTION:** Acceptance of a two Conservation Easements for Tuscany Reserve, located on the north side of Eight Mile Road between Garfield Road and Beck Road.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

**City Attorney Review Letters**

January 5, 2007

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-  
3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
[www.secretwardle.com](http://www.secretwardle.com)

**ELIZABETH M. KUDLA**  
Direct: 248-539-2846  
[ekudla@secretwardle.com](mailto:ekudla@secretwardle.com)

Barb McBeth, Planning Director  
**CITY OF NOVI**  
45175 West Ten Mile Road  
Novi, MI 48375-3024

**RE: Tuscany Reserve  
Proposed Conservation Easements  
Our File No. 660019 NOV1**

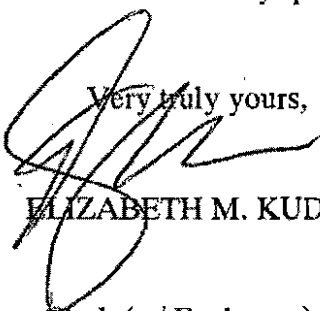
Dear Ms. McBeth:

We have received and reviewed a second executed Conservation Easement for the Tuscany Reserve Residential Unit Development. This second Easement is different from, and in addition to, the Conservation Easement reviewed and approved by our office as indicated in our November 10, 2006 letter to you. Rather than revise and re-label the exhibits relating to additional wetland areas, the Developer has decided to attach the wetland easement exhibits to a separate additional easement document for recording. The language contained in the additional Conservation Easement is the same as the language in the previously approved Conservation Easement and is acceptable in that regard.

Subject to approval of the Exhibits by the Planning Department and all appropriate City Consultant's, the both Conservation Easements may both be placed on an upcoming City Council Agenda for acceptance. Once accepted and executed by the City, they should both be recorded with the Oakland County Register of Deeds. Both originals are currently in the City Clerk's file.

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

Very truly yours,



**ELIZABETH M. KUDLA**

EMK

Enclosure

cc: Maryanne Cornelius, Clerk (w/ Enclosure)  
Mark Spencer, Planner (w/o Enclosure)  
Sarah Marchioni, Building Department (w/o Enclosure)  
Larry Debrincat, Vilican Leman (w/Enclosure)  
John Freeland, ECT Environmental Consulting & Tech (w/Enclosure)  
Rick Genrich, Cambridge Homes (w/ Enclosure)  
Thomas R. Schultz, Esquire (w/o Enclosure)

November 10, 2006

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-  
3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
[www.secretwardle.com](http://www.secretwardle.com)

ELIZABETH M. KUDLA  
Direct: 248-539-2846  
[bkudla@secretwardle.com](mailto:bkudla@secretwardle.com)

Barb McBeth, Planning Director  
CITY OF NOVI  
45175 West Ten Mile Road  
Novi, MI 48375-3024

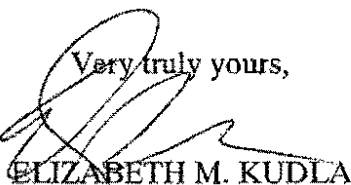
**RE: Tuscan Reserve  
Proposed Conservation Easement  
Our File No. 660019 NOV1**

Dear Ms. McBeth:

We have received and reviewed the final executed Conservation Easement language for the Tuscan Reserve Residential Unit Development. Issues 1 through 3 of our May 12, 2006 report have been satisfactorily addressed. It also appears that Exhibit B has been revised to address the error identified by Larry Debrincat, the City's Woodland Consultant, as stated in his July 6, 2006 report. It is our understanding that the City's Wetland and Landscape Consultants have also reviewed and approved the terms of the Easement, and, additionally, the attached exhibits. This Conservation Easement may be placed on an upcoming City Council Agenda for acceptance. The original Conservation Easement has been provided to the City Clerk's Office.

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

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosure

cc: ~~Maryanne Cornelius, Clerk (w/original Enclosure)~~  
~~Mark Spencer, Planner (w/Enclosure)~~  
Sarah Marchioni, Building Department (w/o Enclosure)  
Larry Debrincat, Vilican Leman (w/Enclosure)  
John Freeland, ECT Environmental Consulting & Tech (w/Enclosure)  
Rick Genrich, Cambridge Homes (w/o Enclosure)  
Thomas R. Schultz, Esquire (w/o Enclosure)

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## **Conservation Easements and Exhibits**

## CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively)

This CONSERVATION EASEMENT is created \_\_\_\_\_, 2006, by and between Novi Investment Company, L.L.C., a Michigan limited liability company, whose address is 47450 Bellagio Drive, Northville, Michigan 48167 (Grantor) and City of Novi, whose address is 45715 West Ten Mile Road, Novi, Michigan 48375-3024 (Grantee);

The Grantor is the fee simple title holder of real property located in the City of Novi, Oakland County, and State of Michigan, legally described as follows:

(Legal description is attached as Exhibit A.)

Grantor has agreed to grant Grantee a Conservation Easement that protects the remaining wetlands on the property, the open space, buffer areas, and the regulated woodlands and replacement trees and restricts further development in the area described in Exhibit B. The City shall record the Conservation Easement with the county register of deeds.

ACCORDINGLY, Grantor conveys this Conservation Easement to Grantee on the terms and conditions stated below.

1. The property subject to this Conservation Easement (the Easement Premises) is legally described as follows:

(See attached Exhibit B)

(A map depicting the Easement Premises is attached as Exhibit C)

together with a right of access for ingress and egress to and from the Easement Premises from Eight Mile Road and Garfield Road over the entrance roads and General Common Elements of the property described on Exhibit A, as depicted on the map attached as Exhibit D.

2. The purpose of this Conservation Easement is to protect the wetlands, open space and buffer areas, the regulated woodlands and replacement trees, and all vegetation in the Conservation Easement Areas, as shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained in their natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency.

3. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the woodlands, wetlands, open space and/or vegetation within the Easement Area, including: altering or developing the Easement Premises in any way. Permanent signage shall be installed in accordance with the approved plans providing notice to occupants and guests of the separation of the preservation areas from residences and yard areas. This includes, but is not limited to, the alteration of the topography, the creation of paths or trails, the placement of fill material, the dredging, removal, or excavation of any soil or minerals, the draining of surface or ground water, the construction or placement of any structure, plowing, tilling, or cultivating, and the alteration or removal of vegetation.
4. Grantor may perform activities within the Easement Premises consistent with the approved site plan for Tuscany Reserve, a proposed residential site condominium project. Any activities undertaken pursuant to this paragraph shall be performed in a manner to minimize the adverse impacts to existing wetland.
5. Grantor warrants that Grantor has good and sufficient title to the property described in Exhibit A and that any other existing interests in the property have been disclosed to Grantee and subordinated as necessary.
6. This Conservation Easement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises, except for the access provided in paragraphs 1 and 8.
7. Grantor shall continue to have all rights and responsibilities as owner of the property subject to the Easement.
8. Upon reasonable notice to Grantor and pursuant to paragraph 1 above, Grantee, and its authorized employees and agents, may enter the Easement Premises to determine whether they are being maintained in compliance with the terms of this Conservation Easement.
9. This Conservation Easement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.
10. This Conservation Easement may be enforced by either an action at law or in equity and shall be enforceable against any person claiming an interest in the Easement Premises despite a lack of privity of estate or contract.
11. Grantor shall indicate the existence of this Conservation Easement on all deeds, mortgages, land contracts, plats, master deeds and any other legal instrument used to convey an interest in the Easement Premises.
12. Within 90 days after this Conservation Easement is executed, Grantor, at its sole expense, shall place signs, fences, or other suitable markings along the boundary of the Easement Premises to clearly demarcate the boundary of the Easement Premises.
13. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Document, and/or in the event of a failure to preserve and/or maintain the wetland, open space or buffer areas and/or protected woodlands or replacement trees, in reasonable order and condition, the City may serve written notice upon the Grantor, 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 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 the 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 such amount shall constitute a lien on an equal pro rata basis as to all of the lots 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, 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 shall 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 and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

14. Within 90 days after the Conservation Easement shall have been recorded, Grantor, at its sole expense, shall place such signs, defining the boundaries of the Easement Area and describing its protected purpose, as indicated herein.
15. Grantor shall maintain, subject to seasonal fluctuations, hydrologic input to Wetland C; Grantor shall plant native material between the proposed detention basin and Wetland C; Grantor shall plan the detention basin with native material, and Grantor shall provide replacement materials with regard to all such plantings which, during two years from planting, evidence that they will not survive, as determined in the reasonable exercise of discretion by the City's woodland expert; Grantor shall specify the measures to restore Wetland C; and Grantor shall shift a pathway out of Wetlands H and I if and to the extent of any wetland impact.
16. The woodlands on Lots 17, 21-30, inclusive, and 32 shall be preserved by Developer until the lots are purchased and the homes are designed, with lots to be reviewed by the City on a lot by lot basis.
17. Footprints for buildings, including decks, together with an additional twenty-five foot buffer area, shall be entirely separated from woodland and wetland preservation areas.

IN WITNESS WHEREOF, the parties have executed this Conservation Easement on the date first above written.

**GRANTOR:**

**NOVI INVESTMENT COMPANY, L.L.C., a Michigan  
limited liability company**

By: Amended and Restated Mark F. Guidobono  
Revocable Trust, U/A/D 10/29/99, Member

By: 

Mark F. Guidobono, Trustee



Acknowledged before me in Oakland County, Michigan, on \_\_\_\_\_, 2006, by Mark F. Guidobono, Trustee of the Amended and Restated Mark F. Guidobono Revocable Trust, U/A/D 10/29/99, Member of NOVUS INVESTMENT COMPANY, L.L.C., a Michigan limited liability company, on behalf of the company.

Notary Public, Oakland County, Michigan  
My Commission Expires July 17, 2007

Notary's Stamp  
(NOTARY NAME, COUNTY, ACTING IN COUNTY AND DATE COMMISSION EXPIRES)

Jay A. Kangas  
Notary's Signature  
Notary Public, Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: 7/17/07

**GRANTEE:**

**CITY OF NOVI**

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

Its:

Acknowledged before me in Ingham County, Michigan, on \_\_\_\_\_, 2006, by \_\_\_\_\_, \_\_\_\_\_, on behalf of the City of Novi.

Notary's Stamp  
(NOTARY NAME, COUNTY, ACTING IN COUNTY AND DATE COMMISSION EXPIRES)

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

**DRAFTED BY:**  
Kevin M. Nalu, Esq.  
Cox, Hodgman & Giarmarco, P.C.  
101 West Big Beaver Road, Suite 1000  
Troy, Michigan 48084-5280  
(248) 457-7053

**AFTER RECORDING, RETURN TO:**  
City of Novi  
\_\_\_\_\_  
\_\_\_\_\_

# EXHIBIT A

April 21, 2005  
Tuscany Reserve  
Job. No. 93-063

LEGAL DESCRIPTION  
SUBJECT PARCEL  
Tax I.D. No.: 22-32-300-001

A part of the Southwest 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the West 1/4 Corner of said Section 32, for a POINT OF BEGINNING; thence North  $89^{\circ}57'43''$  East, 1980.44 feet, along the East and West 1/4 line of said Section 32, (said point being South  $89^{\circ}57'43''$  West, 673.16 feet, from the Center of said Section 32); thence South  $00^{\circ}23'47''$  East, 2581.13 feet, to a point on the Northerly Right-of-Way of Eight Mile Road (60 feet 1/2 right-of-way); thence South  $89^{\circ}55'30''$  West, 1080.30 feet, along the Northerly Right-of-Way of said Eight Mile Road (said line being 60.00 feet North of and parallel to the South line of said Section 32 and the Centerline of said Eight Mile Road); thence North  $00^{\circ}23'58''$  West, 1936.03 feet; thence South  $89^{\circ}55'30''$  West, 900.00 feet, to a point on the West line of said Section 32 and the Centerline of Garfield Road (33 feet 1/2 Right-of-Way); thence North  $00^{\circ}23'58''$  West, 646.38 feet, along the West line of said Section 32 and the Centerline of said Garfield Road, to the POINT OF BEGINNING. All of the above containing 77.373 acres. All of the above being subject to easements, restrictions, and right-of-ways of record. All of the above being subject to the rights of the public in Garfield Road.

# EXHIBIT B

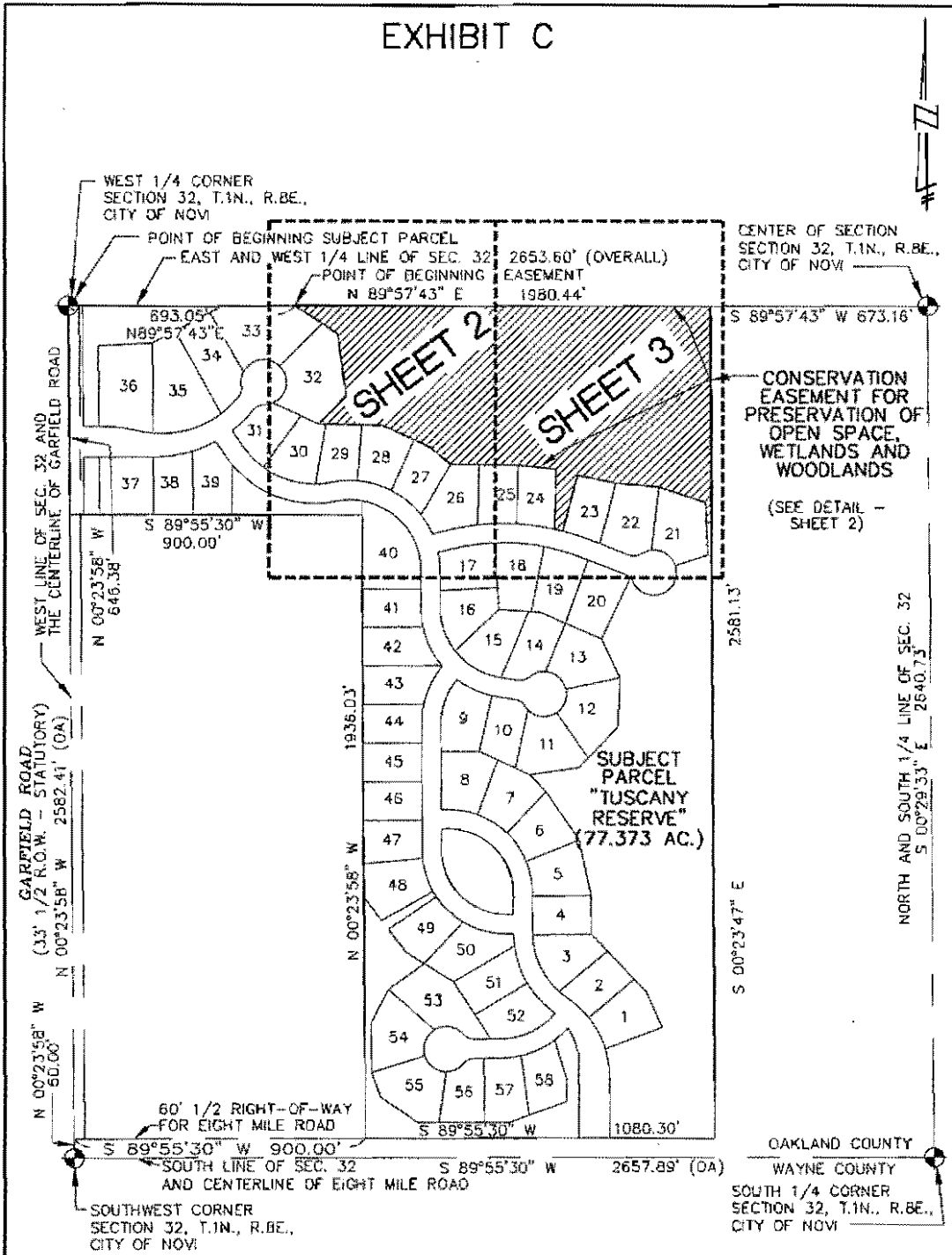
Revised July 10, 2006  
April 21, 2005  
Tuscany Reserve  
Job. No. 93-063

## LEGAL DESCRIPTION

### CONSERVATION EASEMENT FOR PRESERVATION OF OPEN SPACE, WETLANDS AND WOODLANDS

A conservation easement for preservation of open space, wetlands and woodlands being a part of the Southwest 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; said easement being more particularly described as commencing at the West 1/4 Corner of said Section 32 and the Northwest corner of the Subject Parcel; thence North  $89^{\circ}57'43''$  East, 693.05 feet, along the East and West 1/4 line of said Section 32, and the North line of the Subject Parcel, to the POINT OF BEGINNING; thence North  $89^{\circ}57'43''$  East, 1287.40 feet, along the East and West 1/4 line of said Section 32, and along the North line of the Subject Parcel, to the Northeast corner of the Subject Parcel (said point being North  $89^{\circ}57'43''$  East, 673.16 feet, from the Center of said Section 32); thence South  $00^{\circ}23'47''$  East, 670.75 feet, along the Easterly line of the Subject Parcel; thence South  $89^{\circ}36'13''$  West, 15.16 feet; thence North  $02^{\circ}20'32''$  West, 62.26 feet; thence North  $71^{\circ}56'10''$  West, 151.91 feet; thence North  $84^{\circ}43'04''$  West, 134.04 feet; thence North  $78^{\circ}45'52''$  West, 120.22 feet; thence South  $14^{\circ}41'56''$  West, 178.23 feet; thence 25.91 feet along a curve to the left, said curve having a radius of 730.00 feet, a central angle of  $2^{\circ}02'02''$ , and a chord bearing and distance of North  $76^{\circ}19'05''$  West, 25.91 feet; thence North  $01^{\circ}40'02''$  East, 184.81 feet; thence North  $83^{\circ}28'42''$  West, 120.43 feet; thence North  $89^{\circ}15'21''$  West, 208.50 feet; thence North  $50^{\circ}37'53''$  West, 87.11 feet; thence North  $65^{\circ}45'23''$  West, 159.53 feet; thence North  $89^{\circ}07'08''$  West, 197.80 feet; thence North  $45^{\circ}12'00''$  East, 123.63 feet; thence North  $08^{\circ}01'46''$  West, 195.31 feet; thence North  $57^{\circ}37'24''$  West, 160.13 feet, to the POINT OF BEGINNING. All of the above containing 13.347 acres.

# EXHIBIT C



SUBJECT PARCEL (77.373 ACRES)

REVISED 02-09-06

**AH** **ATWELL-HICKS**  
Engineering • Surveying • Planning  
Environmental • Water/Wastewater

40399 GRAND RIVER AVENUE, SUITE 110, NOVI, MI 48375-2123  
(248) 473-7880

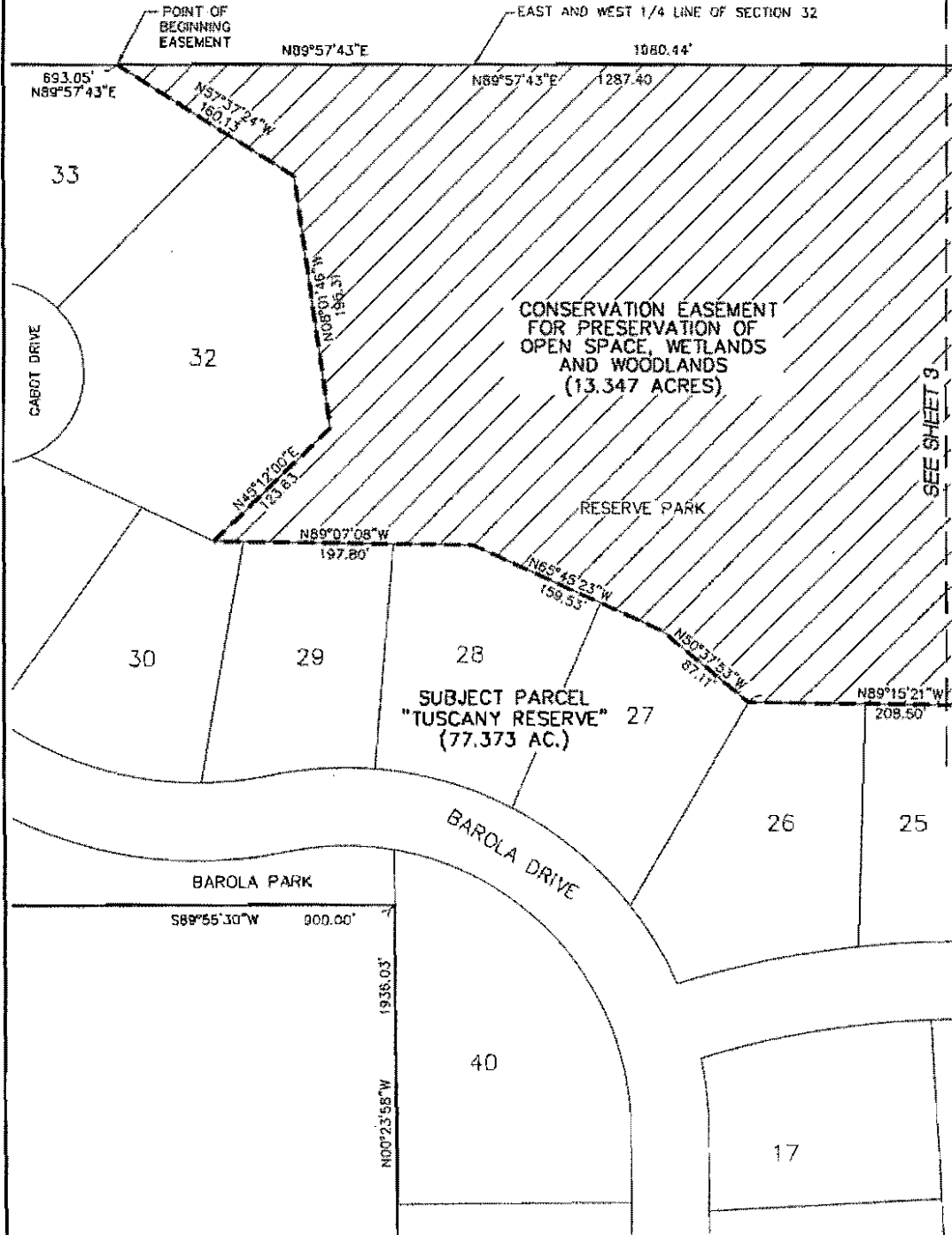
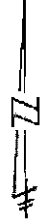
**TUSCANY RESERVE**  
**SECTION 32**  
**CITY OF NOVI**  
**OAKLAND COUNTY, MICHIGAN**

SCALE: 1" = 400'  
DATE: 04-21-2005  
JOB NO.: 83-063  
93-063EE-CONSV  
DRAWN BY: NLW  
CHECK: KAL  
SHEET: 1 OF 3

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# EXHIBIT C

TAX ID. NO. 22-32-100-010



## EASEMENT EXHIBIT DRAWING

REVISED 02-09-05



**ATWELL-HICKS**  
Engineering • Surveying • Planning  
Environmental • Water/Wastewater

40399 GRAND RIVER AVENUE SUITE 110 NOV, MI 48375-2123  
(248) 475-7889

**TUSCANY RESERVE**  
SECTION 32  
CITY OF NOV  
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 100'  
DATE: 04-21-2005  
JOB NO.: 93-053  
93-053EE-CONSV  
DRAWN BY: NLW  
CHECKED: HAL  
SHEET: 2 OF 3

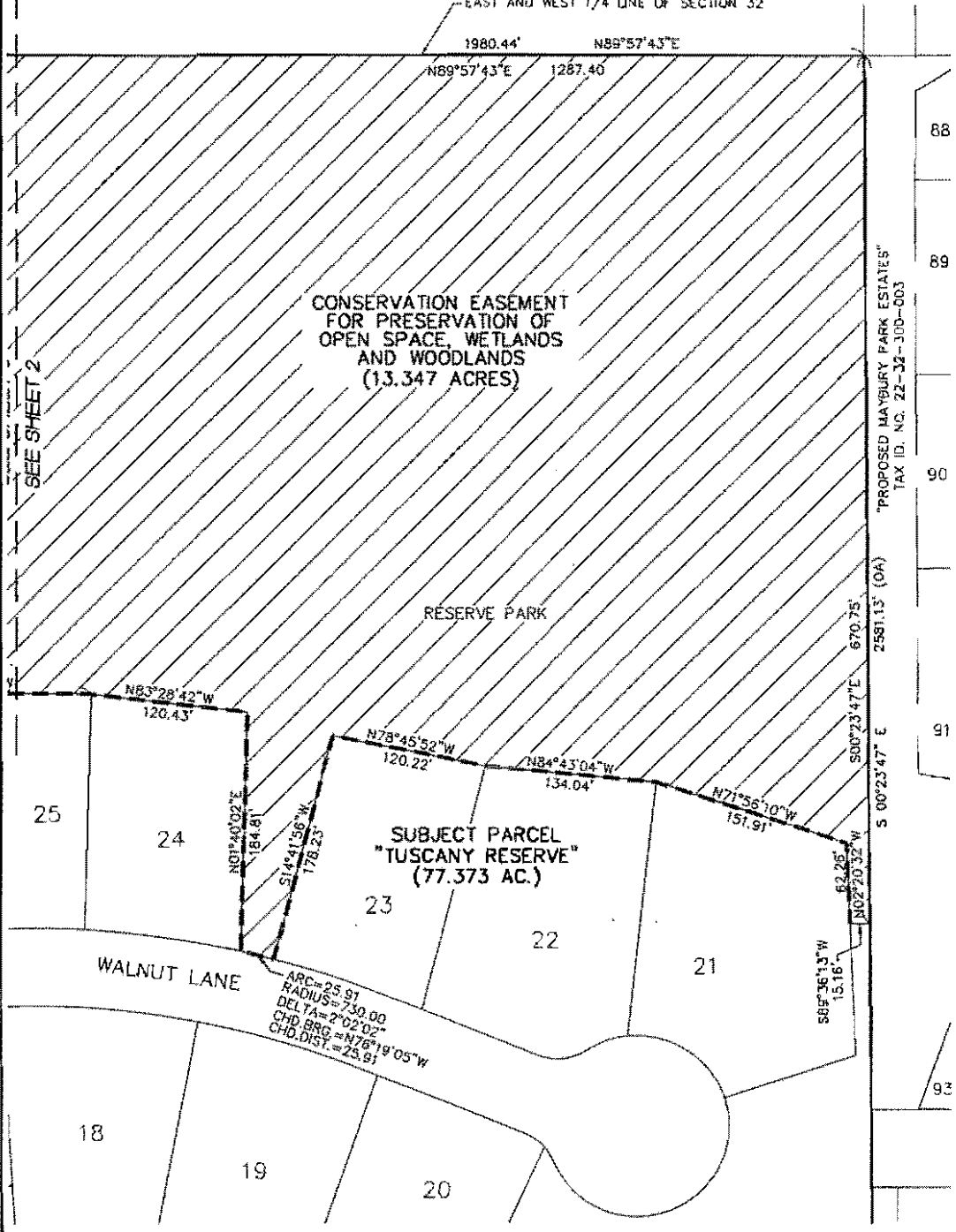
K:\p\93-053-0531-misc\93-053EE-CONSV.dwg, 7/20/2005 7:22:57 AM, khaebbert

# EXHIBIT C



TAX ID. NO. 22-32-100-010

EAST AND WEST 1/4 LINE OF SECTION 32



CONSERVATION EASEMENT FOR PRESERVATION OF OPEN SPACE, WETLANDS AND WOODLANDS (13.347 ACRES)

SUBJECT PARCEL "TUSCANY RESERVE" (77.373 AC.)

WALNUT LANE

## EASEMENT EXHIBIT DRAWING

REVISED 02-09-06

**AH** **ATWELL-HICKS**  
Engineering • Surveying • Planning  
Environmental • Water/Wastewater

40328 GRAND RIVER AVENUE, SUITE 110 NOV, MI 48375-2123  
(248) 473-7860

TUSCANY RESERVE  
SECTION 32  
CITY OF NOV  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	04-27-2005
JOB NO.:	93-063
	93-063EE-CONSV
DRAWN BY:	KLW
CHECKED:	KAL
SHEET:	3 OF 3

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# EXHIBIT D

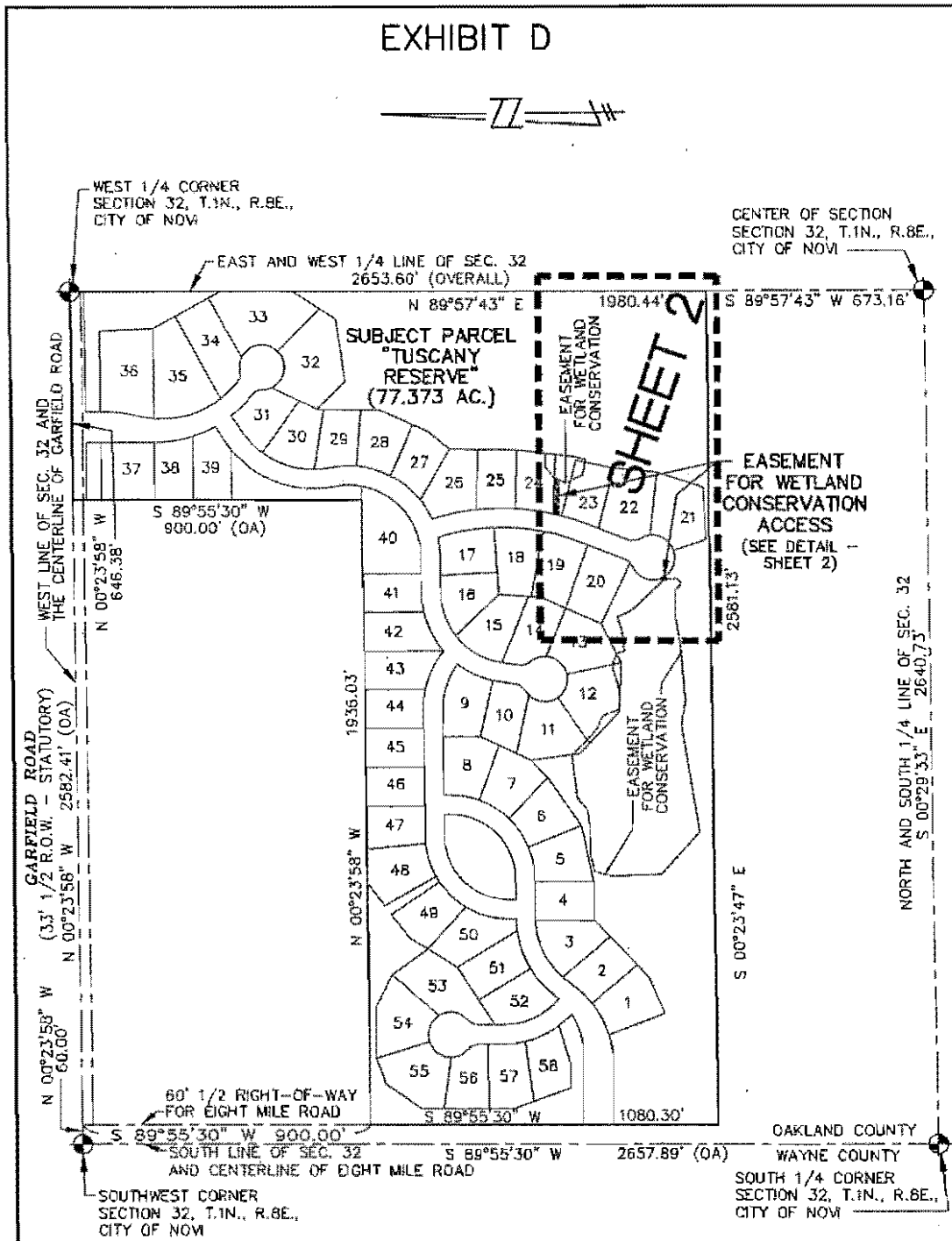
May 30, 2006  
Tuscany Reserve  
Job. No. 93-063

## LEGAL DESCRIPTION EASEMENT FOR WETLAND CONSERVATION ACCESS

An Easement for Wetland Conservation Access being a part of the Southwest 1/4 of Sec. 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; said easement being more particularly described as commencing at the West 1/4 Corner of Section 32 and the Northwest Corner of the Subject Parcel; thence North  $89^{\circ}57'43''$  East, 1980.44 feet, along the Northerly boundary of the Subject Parcel and the East and West 1/4 Line of Section 32; thence South  $00^{\circ}23'47''$  East, 520.39 feet, along the Easterly boundary of the Subject Parcel, and to Point "A"; thence South  $89^{\circ}36'13''$  West, 383.00 feet; thence South  $11^{\circ}14'08''$  West, 49.29 feet; thence South  $63^{\circ}33'04''$  West, 55.07 feet; thence North  $69^{\circ}47'46''$  West, 24.42 feet, to the POINT OF BEGINNING 1; thence South  $01^{\circ}40'02''$  West, 108.13 feet; thence 15.31 feet along a curve to the left, said curve having a radius of 730.00 feet, a central angle of  $1^{\circ}12'07''$ , and a chord bearing and distance of North  $76^{\circ}44'03''$  West, 15.31 feet; thence North  $01^{\circ}40'02''$  East, 110.08 feet; thence South  $69^{\circ}47'46''$  East, 15.82 feet, to the POINT OF BEGINNING 1.

And also, said easement being described as commencing at said Point "A"; thence South  $00^{\circ}23'47''$  East, 387.89 feet along the Easterly boundary of the Subject Parcel; thence South  $89^{\circ}36'13''$  West, 92.39 feet; thence North  $21^{\circ}51'37''$  West, 17.59 feet; thence South  $86^{\circ}44'23''$  West, 35.05 feet, to the POINT OF BEGINNING 2; thence South  $86^{\circ}44'23''$  West, 8.30 feet; thence South  $47^{\circ}14'09''$  West, 7.74 feet; thence North  $28^{\circ}34'51''$  West, 9.35 feet; thence 15.03 feet along a curve to the left, said curve having a radius of 70.00 feet, a central angle of  $12^{\circ}18'05''$ , and a chord bearing and distance of North  $61^{\circ}25'09''$  East, 15.00 feet; thence South  $28^{\circ}34'51''$  East, 11.01 feet, to the POINT OF BEGINNING 2.

# EXHIBIT D



SUBJECT PARCEL (77.373 ACRES)



**ATWELL-HICKS**

Engineering • Surveying • Planning  
Environmental • Water/Wastewater

MICHIGAN ILLINOIS OHIO FLORIDA

40200 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123  
248-932-8300

TUSCANY RESERVE  
SECTION 32  
CITY OF NOVI  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 400'
DATE:	05-30-2008
JOB NO.:	03-063
DWG FILE:	03-063EE-WL
DRAWN BY:	KAL
CHECKED:	
SHEET:	1 OF 2

K:\p19\03-0631-misc\03-063EE-WL.dwg, 01/20/2008 8:56:24 AM, khubbent



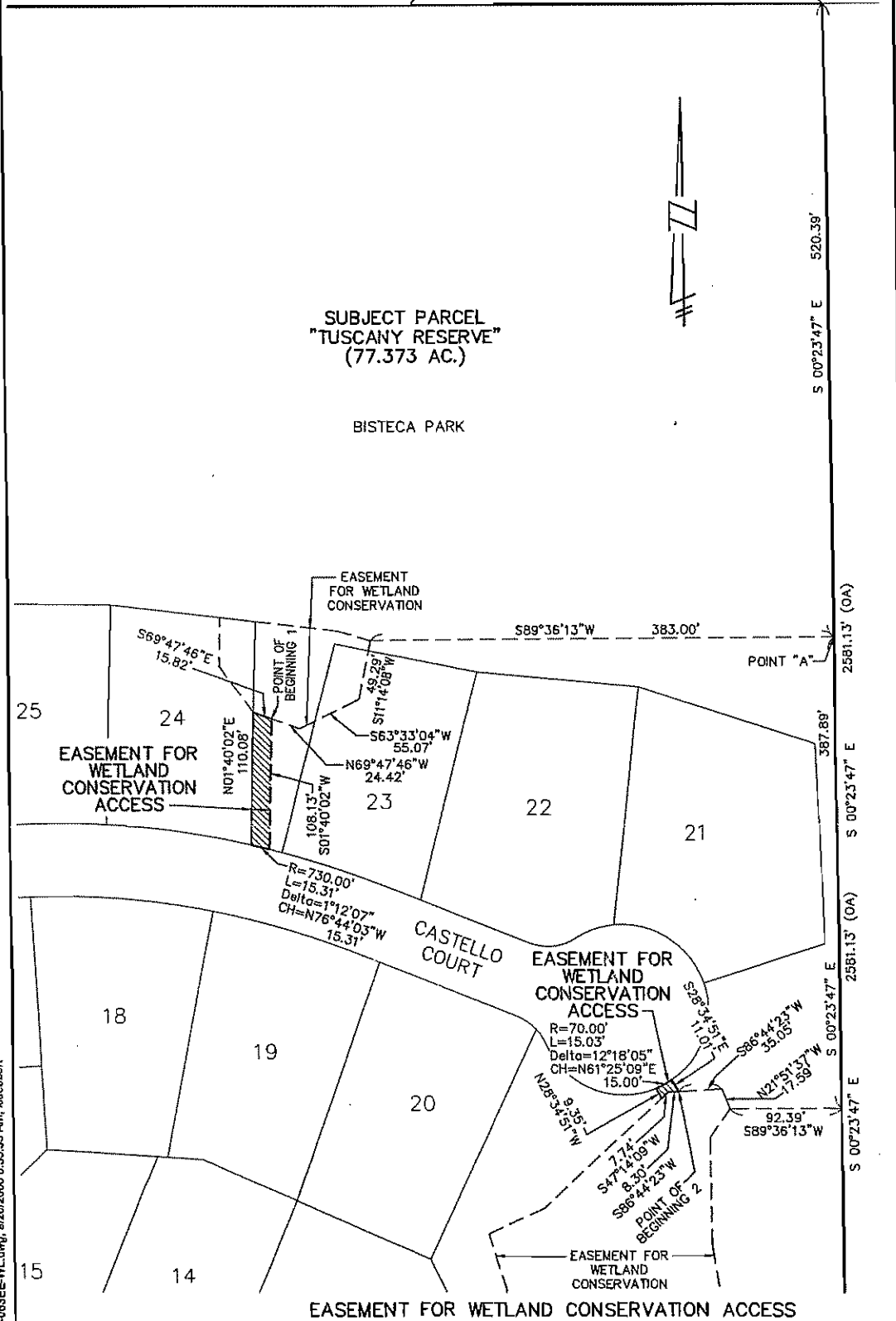
# EXHIBIT D

EAST AND WEST 1/4 LINE OF SECTION 32

1980.44' N89°57'43"E

SUBJECT PARCEL  
"TUSCANY RESERVE"  
(77.373 AC.)

BISTECA PARK



K:\P\03-0831-misc\03-083EE-WL.dwg, 9/20/2006 8:55:33 AM, kduebert

**ATWELL-HICKS**  
 Engineering • Surveying • Planning  
 Environmental • Water/Wastewater  
 MICHIGAN ILLINOIS OHIO FLORIDA  
 40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123  
 248-622-8300

TUSCANY RESERVE  
 SECTION 32  
 CITY OF NOVI  
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	05-30-2006
JOB NO.:	93-063
DWG FILE:	93-063EE-WL
DRAWN BY:	KAL
CHECK:	
SHEET:	2 OF 2

## **WETLAND CONSERVATION EASEMENT**

(This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively)

This WETLAND CONSERVATION EASEMENT is created \_\_\_\_\_, 2006, by and between Novi Investment Company, L.L.C., a Michigan limited liability company, whose address is 47450 Bellagio Drive, Northville, Michigan 48167 (Grantor) and City of Novi, whose address is 45715 West Ten Mile Road, Novi, Michigan 48375-3024 (Grantee);

The Grantor is the fee simple title holder of real property located in the City of Novi, Oakland County, and State of Michigan, legally described as follows:

(Legal description is attached as Exhibit A.)

Grantor has agreed to grant Grantee a Wetland Conservation Easement that protects the remaining wetlands on the property, the open space, buffer areas, and the regulated woodlands and replacement trees and restricts further development in the area described in Exhibit B. The City shall record the Conservation Easement with the county register of deeds.

ACCORDINGLY, Grantor conveys this Wetland Conservation Easement to Grantee on the terms and conditions stated below.

1. The property subject to this Wetland Conservation Easement (the Easement Premises) is legally described as follows:

(See attached Exhibit B)

(A map depicting the Easement Premises is attached as Exhibit C)

2. The purpose of this Wetland Conservation Easement is to protect the wetlands, open space and buffer areas, the regulated woodlands and replacement trees, and all vegetation in the Wetland Conservation Easement Areas, as shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained in their natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency.

3. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the woodlands, wetlands, open space and/or vegetation within the Easement Area, including: altering or developing the Easement Premises in any way. Permanent signage shall be installed in accordance with the approved plans providing notice to occupants and guests of the separation of the preservation areas from residences and yard areas. This includes, but is not limited to, the alteration of the topography, the creation of paths or trails, the placement of fill material, the dredging, removal, or excavation of any soil or minerals, the draining of surface or ground water, the construction or placement of any structure, plowing, tilling, or cultivating, and the alteration or removal of vegetation.
4. Grantor may perform activities within the Easement Premises consistent with the approved site plan for Tuscany Reserve, a proposed residential site condominium project. Any activities undertaken pursuant to this paragraph shall be performed in a manner to minimize the adverse impacts to existing wetland.
5. Grantor warrants that Grantor has good and sufficient title to the property described in Exhibit A and that any other existing interests in the property have been disclosed to Grantee and subordinated as necessary.
6. This Wetland Conservation Easement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises, except for the access provided in paragraphs 1 and 9.
7. Grantor shall continue to have all rights and responsibilities as owner of the property subject to the Easement.
8. Upon reasonable notice to Grantor and pursuant to paragraph 1 above, Grantee, and its authorized employees and agents, may enter the Easement Premises to determine whether they are being maintained in compliance with the terms of this Wetland Conservation Easement.
9. This Wetland Conservation Easement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.
10. This Wetland Conservation Easement may be enforced by either an action at law or in equity and shall be enforceable against any person claiming an interest in the Easement Premises despite a lack of privity of estate or contract.
11. Grantor shall indicate the existence of this Wetland Conservation Easement on all deeds, mortgages, land contracts, plats, master deeds and any other legal instrument used to convey an interest in the Easement Premises.
12. Within 90 days after this Wetland Conservation Easement is executed, Grantor, at its sole expense, shall place signs, fences, or other suitable markings along the boundary of the Easement Premises to clearly demarcate the boundary of the Easement Premises.
13. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Document, and/or in the event of a failure to preserve and/or maintain the wetland, open space or buffer areas and/or protected woodlands or replacement trees, in reasonable order and condition, the City may serve written notice upon the Grantor, 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 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 the 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 such amount shall constitute a lien on an equal pro rata basis as to all of the lots 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, 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 shall 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 and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

14. Within 90 days after the Wetland Conservation Easement shall have been recorded, Grantor, at its sole expense, shall place such signs, defining the boundaries of the Easement Area and describing its protected purpose, as indicated herein.
15. Grantor shall maintain, subject to seasonal fluctuations, hydrologic input to Wetland C; Grantor shall plant native material between the proposed detention basin and Wetland C; Grantor shall plan the detention basin with native material, and Grantor shall provide replacement materials with regard to all such plantings which, during two years from planting, evidence that they will not survive, as determined in the reasonable exercise of discretion by the City's woodland expert; Grantor shall specify the measures to restore Wetland C; and Grantor shall shift a pathway out of Wetlands H and I if and to the extent of any wetland impact.
16. The woodlands on Lots 17, 21-30, inclusive, and 32 shall be preserved by Developer until the lots are purchased and the homes are designed, with lots to be reviewed by the City on a lot by lot basis.
17. Footprints for buildings, including decks, together with an additional twenty-five foot buffer area, shall be entirely separated from woodland and wetland preservation areas.

IN WITNESS WHEREOF, the parties have executed this Wetland Conservation Easement on the date first above written.

**GRANTOR:**

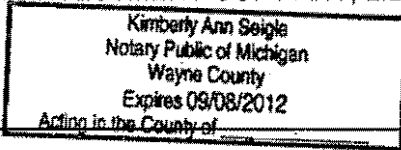
**NOVI INVESTMENT COMPANY, L.L.C., a Michigan  
limited liability company**

By: Amended and Restated Mark F. Guidobono  
Revocable Trust, U/A/D 10/29/99, Member

By:   
Mark F. Guidobono, Trustee

Acknowledged before me in Oakland County, Michigan, on 12/8, 2006, by Mark F. Guidobono, Trustee of the Amended and Restated Mark F. Guidobono Revocable Trust, U/A/D 10/29/99,

Member of NOVI INVESTMENT COMPANY, L.L.C., a Michigan limited liability company, on behalf of the company.



Notary's Stamp

(NOTARY NAME, COUNTY, ACTING IN COUNTY AND DATE COMMISSION EXPIRES)

Kimberly Ann Seigle  
Notary's Signature  
Notary Public, Wayne County, Michigan  
Acting in Wayne County, Michigan  
My Commission Expires: 9/8/12

**GRANTEE:**

**CITY OF NOVI**

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

Its:

Acknowledged before me in Ingham County, Michigan, on \_\_\_\_\_, 2006, by \_\_\_\_\_, \_\_\_\_\_, on behalf of the City of Novi.

Notary's Stamp

(NOTARY NAME, COUNTY, ACTING IN COUNTY AND DATE COMMISSION EXPIRES)

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

**DRAFTED BY:**

Kevin M. Nalu, Esq.  
Cox, Hodgman & Giarmarco, P.C.  
101 West Big Beaver Road, Suite 1000  
Troy, Michigan 48084-5280  
(248) 457-7053

**AFTER RECORDING, RETURN TO:**

City of Novi  
\_\_\_\_\_  
\_\_\_\_\_

# EXHIBIT A

February 9, 2006  
Tuscany Reserve  
Job. No. 93-063

LEGAL DESCRIPTION  
SUBJECT PARCEL  
Tax I.D. No.: 22-32-300-001

A part of the Southwest 1/4 of Sec. 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the West 1/4 Corner of said Sec. 32, for a Point of Beginning; thence North 89°57'43" East, 1980.44 feet, along the East and West 1/4 line of said Section 32, (said point being South 89°57'43" West, 673.16 feet, from the Center of said Section 32); thence South 00°23'47" East, 2581.13 feet, to a point on the Northerly Right-of-Way of Eight Mile Road (60 feet 1/2 right-of-way); thence South 89°55'30" West, 1080.30 feet, along the Northerly Right-of-Way of said Eight Mile Road (said line being 60.00 feet North of and parallel to the South line of said Section 32 and the Centerline of said Eight Mile Road); thence North 00°23'58" West, 1936.03 feet; thence South 89°55'30" West, 900.00 feet, to a point on the West line of said Section 32 and the Centerline of Garfield Road (33 feet 1/2 Right-of-Way); thence North 00°23'58" West, 646.38 feet; along the West line of said Section 32 and the Centerline of said Garfield Road, to the Point of Beginning. All of the above containing 77.373 acres. All of the above being subject to easements, restrictions, and right-of-ways of record. All of the above being subject to the rights of the public in Garfield Road.

## EXHIBIT B

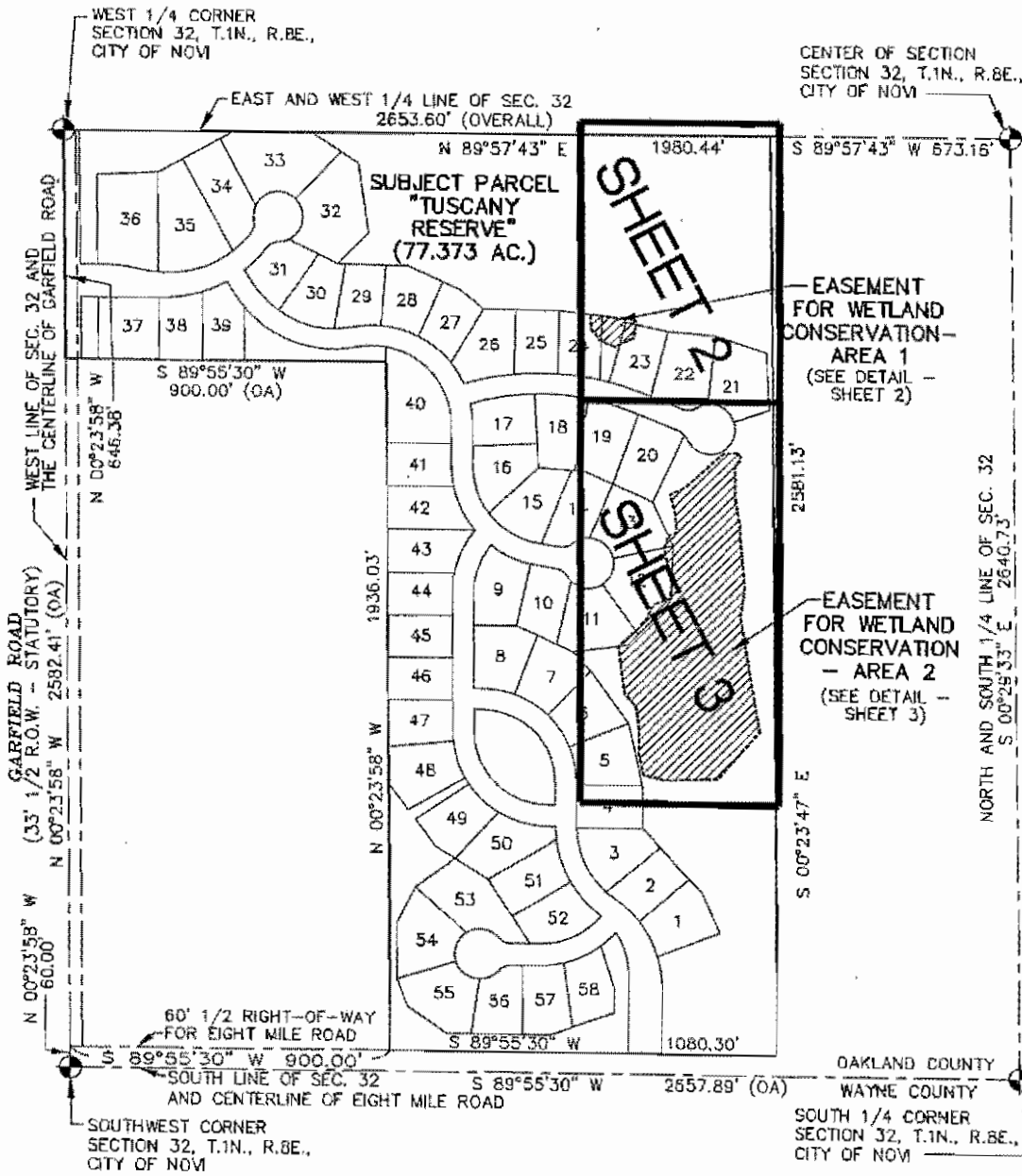
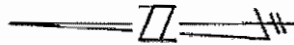
May 30, 2006  
Tuscany Reserve  
Job. No. 93-063

### LEGAL DESCRIPTION EASEMENT FOR WETLAND CONSERVATION ( AREA 1 AND AREA 2)

An Easement for Wetland Conservation being a part of the Southwest 1/4 of Sec. 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; said easement being more particularly described as commencing at the West 1/4 Corner of Section 32 and the Northwest Corner of the Subject Parcel; thence North 89°57'43" East, 1980.44 feet, along the Northerly boundary of the Subject Parcel and the East and West 1/4 Line of Section 32; thence South 00°23'47" East, 520.39 feet, along the Easterly boundary of the Subject Parcel, and to Point "A"; thence South 89°36'13" West, 383.00 feet, to the POINT OF BEGINNING 1 (For Easement for Wetland Conservation - Area 1); thence South 11°14'08" West, 49.29 feet; thence South 63°33'04" West, 55.07 feet; thence North 69°47'46" West, 40.24 feet; thence North 36°21'28" West, 47.09 feet; thence North 00°44'39" East, 40.16 feet; thence South 83°28'42" East, 29.76 feet; thence South 83°24'52" East, 68.26 feet; thence South 73°31'17" East, 27.83 feet, to the POINT OF BEGINNING 1.

And also, said easement being described as commencing at said Point "A"; thence South 00°23'47" East, 387.89 feet along the Easterly boundary of the Subject Parcel; thence South 89°36'13" West, 92.39 feet, to the POINT OF BEGINNING 2 (For Easement for Wetland Conservation - Area 2); thence South 35°26'41" West, 28.95 feet; thence South 00°43'35" East, 89.20 feet; thence South 09°23'42" East, 73.58 feet; thence South 04°40'24" East, 178.65 feet; thence South 09°31'29" West, 75.65 feet; thence South 09°27'02" East, 333.88 feet; thence South 41°38'33" West, 178.32 feet; thence South 87°49'14" West, 149.93 feet; thence North 75°57'56" West, 61.28 feet; thence North 12°17'09" West, 58.50 feet; thence North 00°26'04" East, 73.07 feet; thence North 08°02'33" West, 63.32 feet; thence North 41°00'05" West, 47.17 feet; thence North 06°47'02" West, 134.76 feet; thence North 46°32'53" East, 64.72 feet; thence North 39°37'05" East, 53.39 feet; thence North 19°10'04" East, 24.77 feet; thence North 44°25'06" East, 19.35 feet; thence North 70°07'15" East, 45.75 feet; thence North 02°46'18" East, 37.98 feet; thence North 06°31'18" West, 38.06 feet; thence North 17°03'09" West, 45.65 feet; thence North 07°06'35" West, 20.47 feet; thence North 18°19'46" East, 36.18 feet; thence North 73°41'23" East, 24.84 feet; thence North 05°04'29" West, 62.34 feet; thence North 18°17'55" West, 46.48 feet; thence North 65°04'20" East, 51.02 feet; thence North 47°14'09" East, 141.16 feet; thence North 86°44'23" East, 43.35 feet; thence South 21°51'37" East, 17.59 feet, to the POINT OF BEGINNING 2.

# EXHIBIT C



SUBJECT PARCEL (77.373 ACRES)

REVISED 02-09-06



**ATWELL-HICKS**

Engineering • Surveying • Planning  
Environmental • Water/Wastewater

MICHIGAN ILLINOIS OHIO FLORIDA

40389 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48275-2133  
248-529-5300

TUSCANY RESERVE  
SECTION 32  
CITY OF NOVI  
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 400'  
DATE: 02-14-2005  
JOB NO.: 93-063  
DWG FILE: 93-063EE-WL  
DRAWN BY: NLW  
CHECKS: KAL  
SHEET: 1 OF 3



# EXHIBIT C

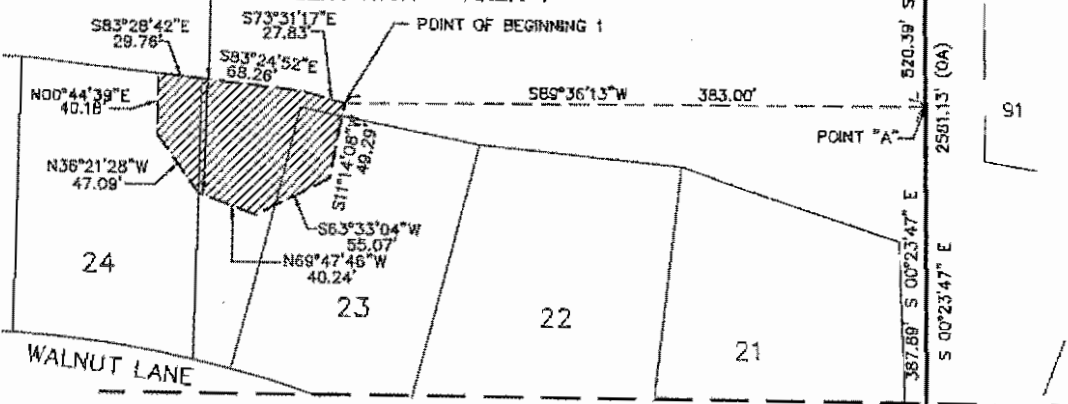
EAST AND WEST 1/4 LINE OF SECTION 32

1980.44' N89°57'43"E

SUBJECT PARCEL  
"TUSCANY RESERVE"  
(77.373 AC.)

BISTECA PARK

EASEMENT FOR WETLAND  
CONSERVATION - AREA 1



88

89

90

91

"PROPOSED MAYBURY PARK ESTATES"  
TAX ID. NO. 22-32-300-003

S 00°23'47" E 520.39'

S 00°23'47" E 387.89'

POINT "A"

SEE SHEET 3

## EASEMENT FOR WETLAND CONSERVATION

REVISED 02-09-06



**ATWELL-HICKS**  
Engineering • Surveying • Planning  
Environmental • Water/Wastewater

MICHIGAN ILLINOIS OHIO FLORIDA

40390 GRAND RIVER AVENUE SUITE 110 NOVA 18 48375-3123  
248-522-8300

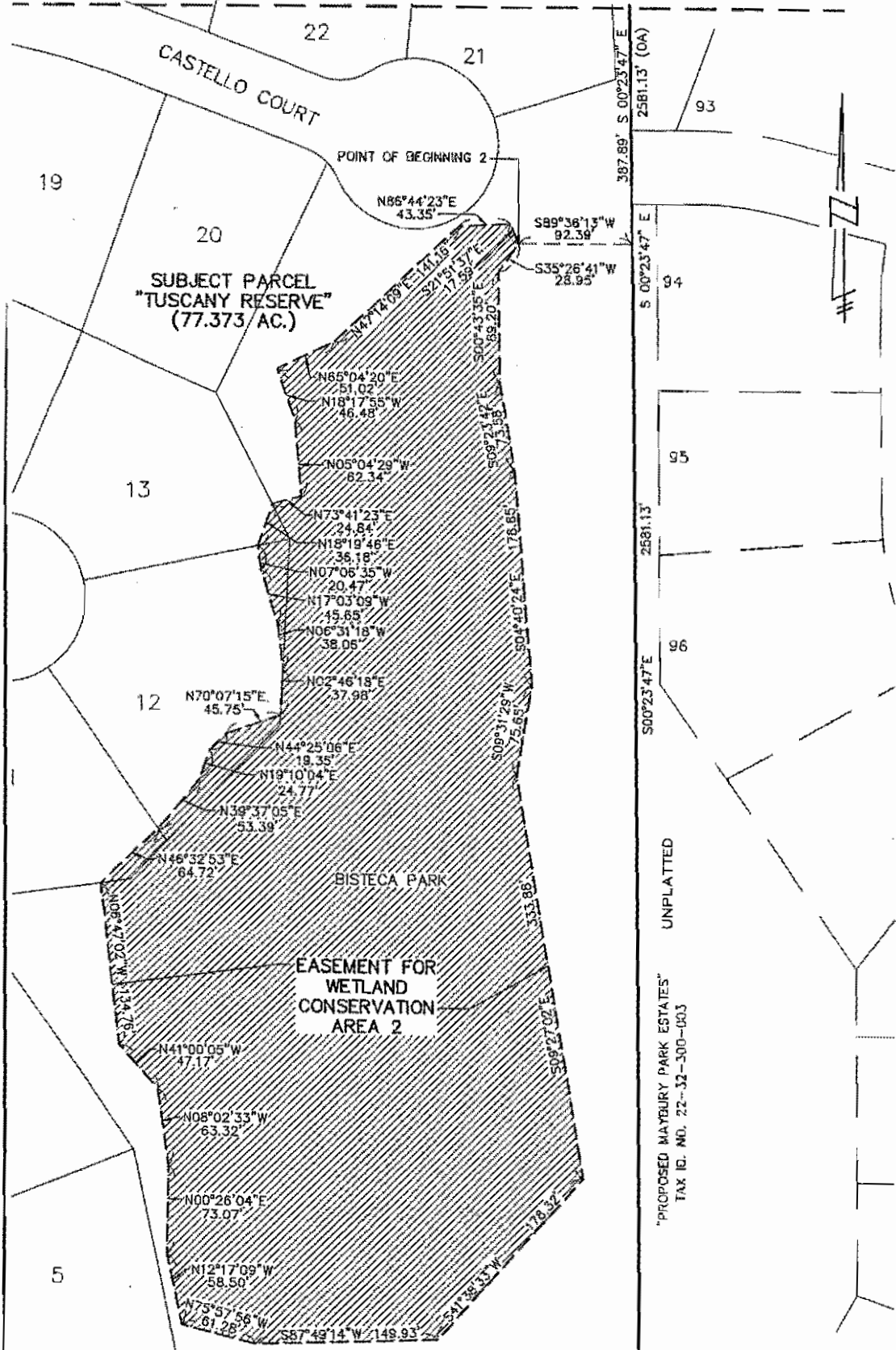
TUSCANY RESERVE  
SECTION 32  
CITY OF NOVI  
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 100'  
DATE: 02-14-2005  
JOB NO.: 93-063  
DWG FILE: 93-063EE-WL  
DRAWN BY: NLW  
CHECK: KAL  
SHEET: 2 OF 3

K:\P\03-0031\mich03-063EE-WL.dwg, 6/30/2005 2:49:41 PM, kluatbord

# EXHIBIT C

SEE SHEET 2



## EASEMENT FOR WETLAND CONSERVATION

UNPLATTED  
"PROPOSED MAYBURY PARK ESTATES"  
TAX ID. NO. 22-12-300-003



**ATWELL-HICKS**  
Engineering • Surveying • Planning  
Environmental • Water/Wastewater  
MICHIGAN ILLINOIS OHIO FLORIDA  
40363 GRAND RIVER AVENUE, SUITE 110, NOVI, MI 48375-2121  
248-527-8320

**TUSCANY RESERVE**  
SECTION 32  
CITY OF NOVI  
OAKLAND COUNTY, MICHIGAN

REVISED	02-05-06
SCALE:	1" = 100'
DATE:	02-14-2005
JOB NO.:	93-063
DWG FILE:	93-063EE-WL
DRAWN BY:	NLW
CHECK:	KAL
SHEET:	3 OF 3

K:\P\0709-10511-MISSOURI-MOJEE-WL-DWG-20040804-REL-PTN-040804.DWG

**Condominium Master Deed**

**Exhibit "B"**

**Pages Depicting Conservation Easements**

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. \_\_\_\_\_  
 EXHIBIT "B" TO THE MASTER DEED OF  
**TUSCANY RESERVE**  
 CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

CONDOMINIUM SUBDIVISION PLANS SHALL BE  
 NUMBERED CONSECUTIVELY WHEN RECORDED  
 BY THE REGISTER OF DEEDS AND SHALL BE  
 DESIGNATED OAKLAND COUNTY CONDOMINIUM  
 SUBDIVISION PLAN NUMBER \_\_\_\_\_

**SURVEYOR**  
 FENN AND ASSOCIATES INC.  
 42902 MCIND ROAD  
 STERLING HEIGHTS, MICHIGAN 48314

**ENGINEER**  
 SEBER, KEAST AND ASSOCIATES, INC.  
 40339 GRAND RIVER AVENUE  
 SUITE 110  
 NOVI, MICHIGAN 48375-2123

**DEVELOPER**  
 CAMBRIDGE DEVELOPMENT COMPANY, LLC  
 47705 BELLARDO DRIVE  
 NORTHVILLE, MICHIGAN 48167

LEGAL DESCRIPTION



A part of the Southwest 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the West 1/4 Corner of said Section 32, for a point of beginning; thence North 89°57'43" East, 1980.44 feet, along the East and West 1/4 line of said Section 32, (said point being South 89°57'43" West, 673.16 feet, from the Center of said Section 32); thence South 00°23'47" East, 2581.13 feet, to a point on the Northerly right-of-way of Eight Mile Road (60 feet 1/2 right-of-way); thence South 89°55'30" West, 1080.30 feet, along the Northerly right-of-way of said Eight Mile Road (said line being 60.00 feet North of and parallel to the South line of said Section 32 and the centerline of said Eight Mile Road); thence North 00°23'58" West, 1936.03 feet; thence South 89°55'30" West, 900.00 feet, to a point on the West line of said Section 32 and the centerline of Garfield Road (33 feet 1/2 right-of-way); thence North 00°23'58" West, 646.38 feet, along the West line of said Section 32 and the centerline of said Garfield Road, to the point of beginning. All of the above containing 77.373 Acres. All of the above being subject to easements, restrictions, and right-of-ways of record. All of the above being subject to the rights of the public in Garfield Road.

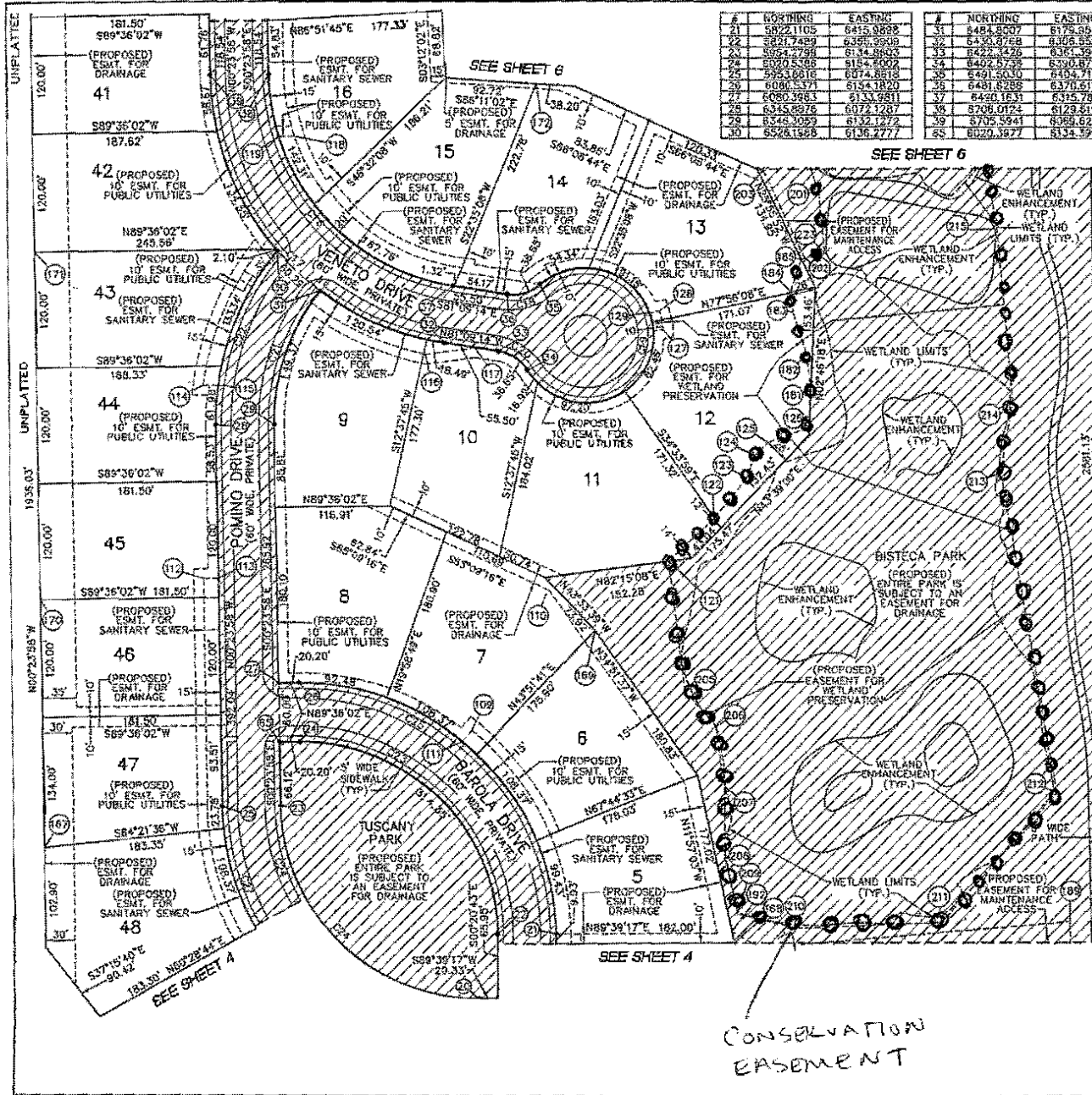
INDEX

1. TITLE PAGE, DESCRIPTION
2. SURVEY PLAN
3. SHEET INDEX - SITE AND UTILITY PLANS
4. SITE PLAN - UNITS 1 - 4, 49 - 58
5. SITE PLAN - UNITS 5 - 16, 41 - 48
6. SITE PLAN - UNITS 17 - 28, 40
7. SITE PLAN - UNITS 29 - 39
8. UTILITY PLAN - UNITS 1 - 4, 49 - 58
9. UTILITY PLAN - UNITS 5 - 16, 41 - 48
10. UTILITY PLAN - UNITS 17 - 28, 40
11. UTILITY PLAN - UNITS 29 - 39
12. AREA AND VOLUME DATA

Conservation  
 Easements

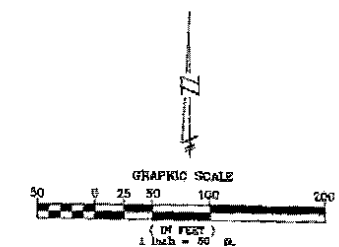
PROPOSED DATED  
 NOVEMBER 26, 2004

	<b>TUSCANY RESERVE</b>	
	<b>TITLE PAGE</b>	
 <b>SEBER, KEAST &amp; ASSOCIATES, INC.</b> <small>REGISTERED ENGINEERS</small>	<small>DATE: 11/26/04</small> <small>NO. 27983</small>	<small>SHEET</small> <b>1</b> <small>OF</small> <b>12</b>



#	BORING	EASTING	#	NORTHING	EASTING
21	5822.1105	6415.9898	31	6481.8007	6175.3543
22	5821.7489	6395.9906	32	6430.8768	6166.3552
23	5824.7798	6144.9813	33	6422.4478	6161.3561
24	5820.5508	6154.9802	34	6402.5735	6150.8725
25	5823.0816	6074.9818	35	6421.5030	6154.7128
26	6080.3371	6144.1820	36	6481.8288	6370.6176
27	6080.3483	6133.9811	37	6420.1631	6315.7813
28	6345.6678	6072.1207	38	6706.0124	6129.8194
29	6345.3023	6132.1212	39	6705.3541	6069.6208
30	6526.1529	6136.2777	40	6020.3677	6134.5764

#	NORTHING	EASTING
109	6032.3586	6331.2008
110	6171.5483	6406.2059
111	6091.1748	6351.2018
112	6182.6278	6398.2342
113	6187.3624	6071.2536
114	6387.2734	6059.7894
115	6387.3791	6074.9277
116	6449.2544	6282.1533
117	6456.1049	6337.2035
118	6642.9439	6351.6883
119	6642.8544	6132.3187
120	6205.6347	6233.7604
121	6280.1466	6565.7473
122	6281.2739	6614.7919
123	6314.6710	6622.2238
124	6308.8563	6536.4543
125	6344.0476	6672.4942
126	6445.6032	6530.4835
127	6465.1614	6576.2033
128	6483.0524	6616.4308
129	6512.1023	6682.6462
130	6513.2741	6636.0342
131	6186.0975	6391.8777
132	6576.0888	6588.3850
133	6685.8977	6402.0520
134	6351.7265	6617.2825
135	6493.7835	6677.0425
136	6483.4323	6663.1620
137	6363.7429	6681.0866
138	6378.0813	6672.4632
139	6384.7786	6641.4159
140	6576.0972	6495.6341
141	6587.1507	6455.7877
142	6618.1202	6376.0068
143	6608.2132	6333.0036
144	6071.8221	6249.8793
145	6036.2242	6390.6252
146	6073.6254	6390.2847
147	6010.4542	6368.9304
148	5843.453	6601.3791
149	5828.4328	6620.6281
150	5834.1345	6610.4487
151	5967.3925	6623.1379
152	6036.7410	6474.9158
153	6372.3434	6685.3303
154	6348.3072	6672.2778
155	6345.0588	6626.3012



NOTE:  
ALL ROADS MUST BE BUILT. ALL UTILITY MARKS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT. BISTECA PARK PATH MUST BE BUILT.

- ① DENOTES COORDINATE POINT NUMBER.
- INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
- GENERAL COMMON ELEMENT.
- LIMITED COMMON ELEMENT.

SEE SHEET 12 FOR AREA DATA

SETBACKS FOR ENTIRE SITE EXCEPT LOTS 32, 33, 35, & 36	SETBACKS FOR LOTS 32, 33, 35, & 36
MIN. LOT SIZE	21,780 S.F.
MIN. LOT WIDTH	120.00 FEET
FRONT SETBACK	30 FEET
REAR SETBACK	35 FEET
SIDEYARD SETBACK	15 FEET (MIN.)
SIDEYARD SETBACK	40 FEET (AGG.)
FRONT SETBACK	35 FEET FOR LOTS 53 THRU 55
FRONT SETBACK	38 FEET

THE SIDEWALKS SHOWN AS BEING LOCATED ADJACENT TO THE FRONT OR SIDE YARDS OF A UNIT SHALL BE CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE ON THE UNIT SO THAT SIDEWALKS DO NOT HAVE TO BE REPAIRED OR REPLACED AS A RESULT OF DAMAGE CAUSED BY CONSTRUCTION TRAFFIC. SIDEWALKS LOCATED ADJACENT TO GENERAL COMMON ELEMENT AREAS ARE TO BE CONSTRUCTED BY THE DEVELOPER.

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C16	319.07	220.00	80°48'16"	S40°46'36"E	289.03
C17	394.84	280.00	80°45'16"	S40°46'36"E	382.78
C18	36.95	42.00	49°59'41"	N73°30'56"E	35.90
C19	342.07	75.00	272°59'23"	N08°50'46"E	90.00
C20	36.69	42.00	49°59'41"	N58°09'33"W	35.90
C21	149.37	220.00	39°54'07"	S19°01'05"W	148.82
C22	195.32	280.00	39°58'02"	S19°35'03"W	191.38
C23	354.35	200.00	30°03'15"	N45°22'21"E	282.88
C24	313.97	200.00	89°56'45"	S45°22'21"E	282.71
C25	406.65	260.00	30°03'16"	N45°22'21"E	367.87
C27	408.18	290.00	89°56'45"	S45°22'21"E	387.82

PROPOSED DATED  
NOVEMBER 28, 2004

PATRICK G. HEAST  
DRAFTER NO. 27580

**TUSCANY RESERVE**

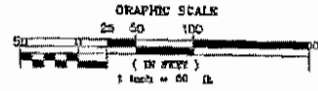
**SITE PLAN - UNITS 5-16, 41-48**

**SESLER, HEAST & ASSOCIATES, INC.**  
CONSULTING ENGINEERS

4006 GRAND PRAIRIE PHASE 2, SUITE 100, WILSON, MN 55395-2233  
763-938-7180

SHEET  
5  
OF  
12

EAST AND WEST 1/4 LINE OF SECTION 32 UNPLATTED



NOTE:  
ALL ROADS MUST BE BUILT. ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT. BISTECA PARK PATH MUST BE BUILT.

- ① DENOTES COORDINATE POINT NUMBER.
- INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

- GENERAL COMMON ELEMENT.
- LIMITED COMMON ELEMENT.

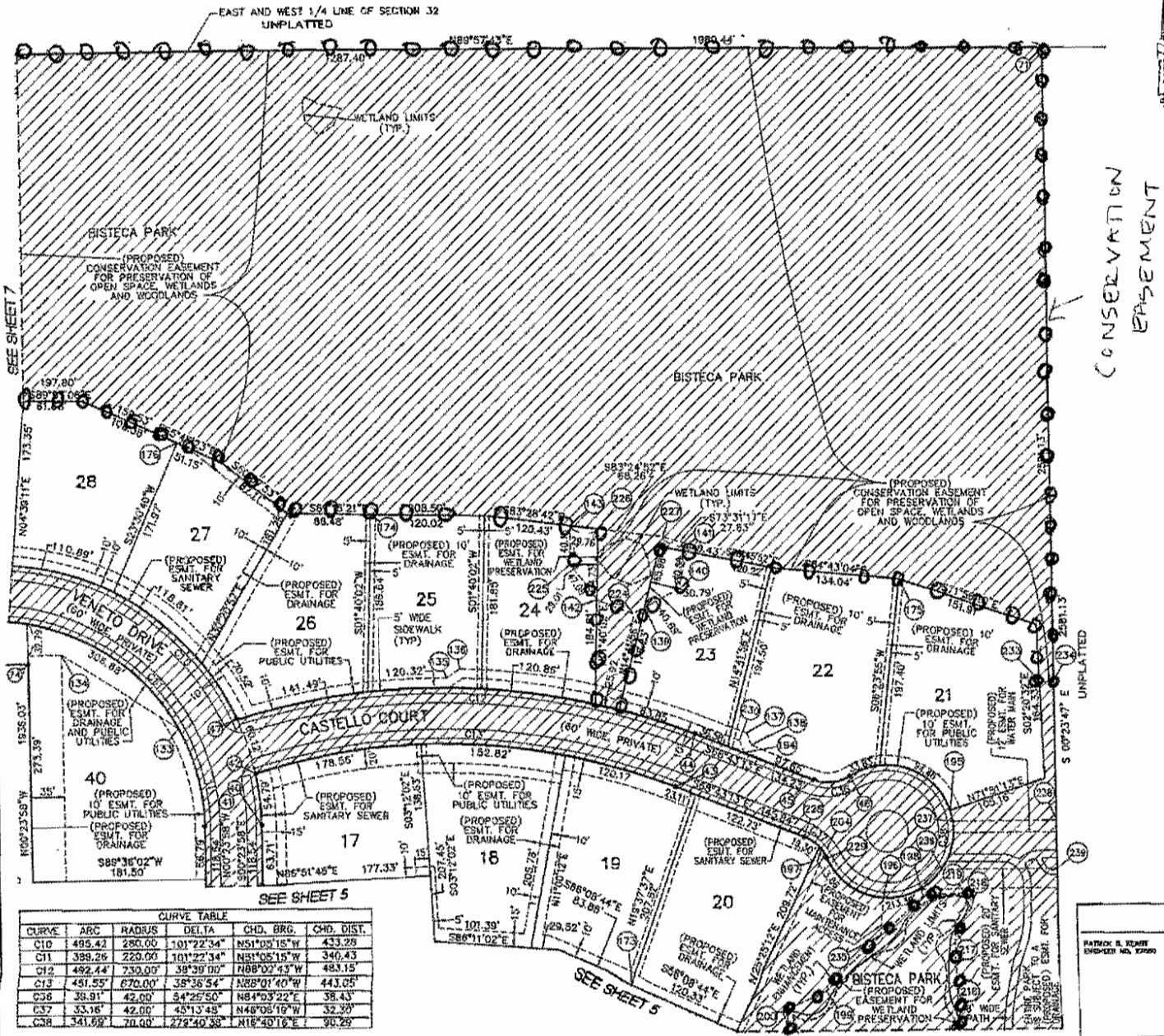
SEE SHEET 12 FOR AREA DATA

SETBACKS FOR ENTIRE SITE EXCEPT LOTS 32, 33, 35, & 36	SETBACKS FOR LOTS 32, 33, 35, & 36
MIN. LOT SIZE = 21,780 S.F.	43,800 S.F.
MIN. LOT WIDTH = 120.00 FEET	180.00 FEET
FRONT SETBACK = 30 FEET	45 FEET
REAR SETBACK = 35 FEET	50 FEET
SIDEYARD SETBACK = 15 FEET (MIN.)	30 FEET (MIN.)
SIDEYARD SETBACK = 40 FEET (AGG.)	50 FEET (AGG.)
FOR LOTS 53 THRU 59	
FRONT SETBACK = 35 FEET	
FOR LOTS 11 THRU 13	
FRONT SETBACK = 30 FEET	

THE SIDEWALKS SHOWN AS BEING LOCATED ADJACENT TO THE FRONT OR SIDE YARDS OF A UNIT SHALL BE CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE ON THE UNIT SO THAT SIDEWALKS DO NOT HAVE TO BE REPAIRED OR REPLACED AS A RESULT OF DAMAGE CAUSED BY CONSTRUCTION TRAFFIC. SIDEWALKS LOCATED ADJACENT TO GENERAL COMMON ELEMENT AREAS ARE TO BE CONSTRUCTED BY THE DEVELOPER.

#	NORTHING	EASTING	#	NORTHING	EASTING
40	8824.8520	8178.7830	194	8895.5987	8630.0242
41	8824.1337	8068.7845	195	8836.0884	8658.7249
42	8878.9573	8123.0895	196	8748.4883	8783.8433
43	8883.7098	8365.8616	197	8784.5739	8710.7116
44	8819.6188	8387.6389	198	8748.6222	8826.8935
45	8870.9042	8712.7138	199	8652.7795	8772.4830
46	8874.8835	8780.3343	200	8631.2758	8678.1956
47	8836.0985	8104.7848	204	8798.8485	8728.0298
74	8987.1608	8486.0839	218	8621.9864	8650.2659
133	8626.6499	8042.6312	217	8711.1791	8658.1361
134	7008.9182	8311.0162	219	8734.7822	8873.8236
135	8978.1808	8328.4242	218	8751.0527	8889.3743
138	8989.1920	8339.9285	204	8747.7844	8633.2244
137	8919.8883	8341.7839	228	7089.5868	8458.0420
136	8907.3248	8646.7583	226	7156.3983	8488.1327
139	7854.0789	8536.4178	227	7128.0293	8658.0479
141	7017.7813	8571.0378	218	8810.7823	8701.7259
141	7120.8380	8582.6315	209	8788.8688	8728.6338
142	7081.6620	8485.9597	230	8912.2813	8634.0814
143	7132.7388	8458.5839	235	8706.8639	8789.8418
173	8859.2081	8517.4386	236	8775.3365	8846.8016
174	7151.5955	8748.4796	237	8826.4241	8858.4928
175	7082.1343	8404.5358	238	8821.1795	8887.6719
178	7228.0030	8046.0189	239	8776.1807	8989.0247

CONSERVATION EASEMENT



SEE SHEET 5

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C10	485.42	280.00	101°22'34"	N51°05'15"W	433.28
C11	389.26	220.00	101°22'34"	N51°05'15"W	346.43
C12	482.44	230.00	39°39'00"	N88°02'43"W	483.15
C13	481.55	670.00	38°36'54"	N88°01'40"W	443.05
C36	38.91	42.00	54°25'50"	N84°03'22"E	38.43
C37	33.16	42.00	45°13'48"	N46°05'19"W	32.30
C38	341.68	70.00	272°40'38"	N18°40'16"E	30.29

PROPOSED DATED  
NOVEMBER 28, 2004

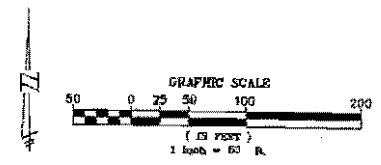
**TUSCANY RESERVE**  
**SITE PLAN - UNITS 17-28, 40**

**SEIBER, KEAST & ASSOCIATES, INC.**  
CONSULTING ENGINEERS

SHEET  
**6**  
OF  
**12**

PATRICK B. SEIBER  
ENGINEER NO. 72990

4000 BOND ROAD, SUITE 100, WILSON, NJ 07097-7002  
(908) 739-9900



NOTE:  
ALL ROADS MUST BE BUILT. ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

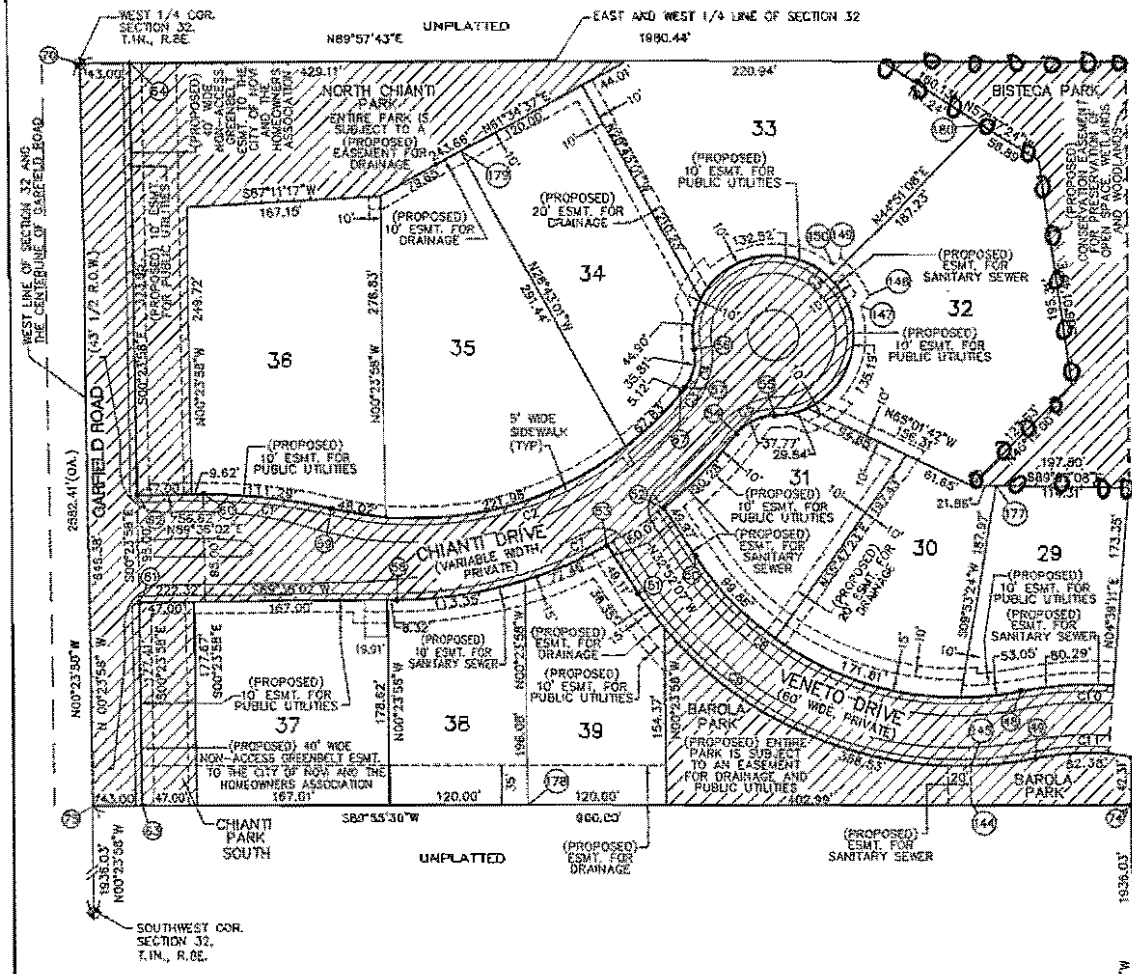
- ① DENOTES COORDINATE POINT NUMBER.
  - INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
  - [Hatched Box] GENERAL COMMON ELEMENT.
  - [Cross-hatched Box] LIMITED COMMON ELEMENT.
- SEE SHEET 12 FOR AREA DATA

SETBACKS FOR ENTIRE SITE EXCEPT LOTS 32, 33, 35, & 36	SETBACKS FOR LOTS 32, 33, 35, & 36
MIN. LOT SIZE = 21,760 S.F.	43,560 S.F.
MIN. LOT WIDTH = 120.00 FEET	150.00 FEET
FRONT SETBACK = 30 FEET	45 FEET
REAR SETBACK = 35 FEET	50 FEET
SIDEYARD SETBACK = 15 FEET (MIN.)	20 FEET (MIN.)
SIDEYARD SETBACK = 40 FEET (AGG.)	50 FEET (AGG.)
FOR LOTS 53 THRU 65	
FRONT SETBACK = 36 FEET	
FOR LOTS 11 THRU 13	
FRONT SETBACK = 38 FEET	

THE SIDEWALKS SHOWN AS BEING LOCATED ADJACENT TO THE FRONT OR SIDE YARDS OF A UNIT SHALL BE CONSTRUCTED IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE ON THE UNIT SO THAT SIDEWALKS DO NOT HAVE TO BE REPAIRED OR REPLACED AS A RESULT OF DAMAGE CAUSED BY CONSTRUCTION TRAFFIC. SIDEWALKS LOCATED ADJACENT TO GENERAL COMMON ELEMENT AREAS ARE TO BE CONSTRUCTED BY THE DEVELOPER.

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C1	111.29	443.00	14°23'38"	N63°12'08"W	111.00
C2	337.61	300.00	64°31'01"	N77°44'02"E	320.24
C3	5.12	320.00	0°25'02"	N33°01'08"E	5.12
C4	35.81	42.00	48°31'18"	N14°07'50"E	34.74
C5	342.06	70.00	87°58'38"	N57°18'20"W	90.01
C6	37.77	42.00	87°31'17"	S67°58'21"W	30.51
C7	341.16	360.00	81°28'20"	N83°32'52"E	329.91
C8	324.72	270.00	68°54'28"	S87°18'20"E	303.50
C9	396.88	330.00	68°54'28"	S87°18'20"E	373.39
C10	495.42	280.00	101°22'34"	N57°05'15"W	433.28
C11	388.26	220.00	101°22'34"	N57°05'15"W	340.43

#	NORTHING	EASTING
48	7094.7072	5791.5574
49	7037.9699	5803.8022
50	7214.4820	5809.7781
51	7181.8292	5453.3830
52	7256.4661	5482.6565
53	7223.1759	5452.7130
54	7292.1867	5446.3047
55	7335.7290	5529.0958
56	7393.7290	5569.6355
57	7390.0384	5901.3836
58	7174.9911	5250.1740
59	7285.6957	5194.3728
60	7298.8335	5085.9801
61	7173.4411	5097.8484
62	7283.4388	5097.1851
63	6998.0387	5079.0852
64	7642.3743	5024.5791
67	7256.6591	5498.1282
70	7644.5487	495.5783
74	6997.1809	4956.0838
75	6996.0825	4986.0845
144	6996.9784	5747.7076
145	7031.2118	5747.8828
147	7131.8718	5654.5567
148	7440.9111	5661.9011
149	7474.4472	5637.4188
150	7496.6030	5631.8224
177	7276.2091	5771.2761
178	6896.4760	5383.0953
179	7084.5933	5309.4484
180	7668.5939	5760.1311



PROPOSED DATED  
NOVEMBER 26, 2004

**TUSCANY RESERVE**  
**SITE PLAN - UNITS 29-39**

PATRICK D. SEAST  
ENGINEER NO. 21550

SOBER, KEAST &  
ASSOCIATES, INC.  
CONSULTING ENGINEERS

1000 BROADWAY AVENUE, SUITE 1200, NEW YORK, NY 10004-2002  
212.475.7800

PROJ. 1104-02-01-002-07  
SHEET  
7  
OF  
12

**Location Map**





City of Novi, Michigan

# SP05-69A Tuscany Reserve Location & Aerial Photo



### Legend

- City Boundary
- Tax Parcel

Charter Township  
of Northville

Created using the (GIS)  
Geographic Information  
System of:  
The City of Novi  
45716 West Ten Mile Road  
Novi, Michigan 48275  
(313) 447-0654

Coordinate System Description -  
Projection Michigan State Plane  
Zone South Zone (2601)  
Horizontal Datum NAD 83  
Vertical Datum International Feet

Area Projection  
Created using the  
GIS of the City of  
Novi, Michigan

Date Created: 7/10/06  
Tuscany 606106.mxd



Created by:  
Mark Spencer, AICP, Planner,  
Plan Review Center