



**CITY OF NOVI CITY COUNCIL
DECEMBER 19, 2022**

SUBJECT: Final approval of the request of Cambridge of Novi, LLC for a Second Amendment to the previously approved Planned Rezoning Overlay (PRO) Agreement, JSP 17-52 and JSP 21-12, Terra, associated with Zoning Map Amendment 18.718. The applicant received approval for a 41-unit single-family ranch development on approximately 30.14 acres on the north side of Nine Mile Road, east of Napier Road. The current amendment is requested to make changes to sidewalks in the Phase 2 portion of the project and clarify woodland tree replacement planting.

SUBMITTING DEPARTMENT: Community Development Department - Planning

BACKGROUND INFORMATION:

The subject property is part of a Planned Rezoning Overlay request for the Terra development, which was approved by City Council at their September 24, 2018, meeting. The plan proposed a 41-unit single-family ranch style development, which is currently under construction. The subject property is approximately 30.14-acres and is located east of Napier Road and on the north side of Nine Mile Road (Section 29, 30).

The current amendment is requested by the applicant to allow a deviation for the absence of a portion of sidewalk on the south side of Villa Court and to amend a condition of the agreement that requires the developer to build a sidewalk connection from the east side of the development to the ITC Trail. A request to pay into the woodland Tree Fund was also included in the submittal; however, the applicant has worked with Staff to find alternative locations to plant the woodland credits on site.

The current plan revision is not proposing any changes to the unit layout, storm water management, and wetland impacts. The plan is subject to the previous approvals. The applicant has requested the deviations/updates listed below with this amendment.

Draft 2nd Amendment to the PRO Agreement:

The following is a summary of primary deviations/conditions that are included in the draft amendment:

1. Deviation from Subdivision Ordinance (Section 4.05) and the Design & Construction Standards (Section 11-256{b}) to allow for the absence of sidewalk along a portion of the south side of Villa Court as shown in the revised Plan dated June 14, 2022, as recommended by the Planning Commission.

2. Eliminate the condition that the applicant provide a sidewalk connection from the east side of the development to the ITC Trail.
3. The applicant will work with City staff to locate woodland replacement trees in alternative locations on the site whenever possible and ensure their protection within a conservation easement. Payment into the Tree Fund in accordance with the terms of the Woodland Ordinance shall be made only when on-site planting is not possible, as determined by the City Planner.

Benefits to the Public under PRO Ordinance

Section 7.13.2.D.ii states that the City Council must determine that the proposed PRO rezoning would be in the public interest and the benefits to public of the proposed PRO rezoning would clearly outweigh the detriments. **As stated in the applicant's response letter, they are offering to provide a bronze plaque dedicating the ITC Comfort Station they are constructing to former City Council member Wayne Wrobel to honor his memory and as a new benefit.** This was offered following the Planning Commission's public hearing on this matter and has not been reviewed by the Department of Parks, Recreation and Cultural Services. If the City Council would like to accept this offer, the applicant should work with the Parks Director to identify the specifics of the request.

PRO Conditions

The applicant is required to submit a conceptual plan and a list of terms that they are willing to include with the PRO agreement. The applicant has submitted a revised conceptual plan showing the general site layout with the new conditions reflected. The City Council included various conditions as part of the motion granting tentative approval on October 10, 2022, which are now included in the draft PRO Agreement.

City Council Action

On October 10, 2022, City Council indicated tentative support of the applicant's request for the amendment and directed the City Attorney to prepare a Second Amendment to the PRO Agreement to be brought back before the City Council for approval with specified PRO Conditions. The applicant has reviewed and agreed to the Second Amendment to the PRO Agreement as presented.

RECOMMENDED ACTION:

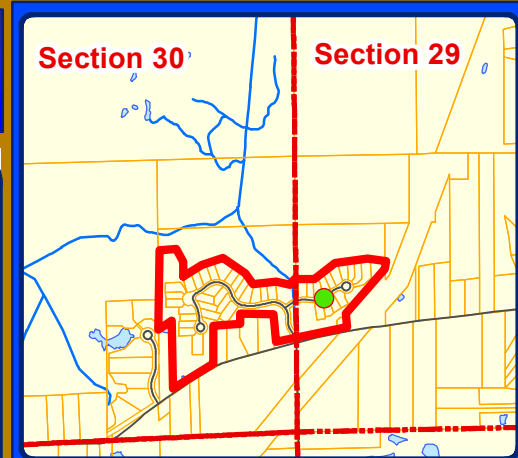
Final approval of the request of Cambridge of Novi, LLC for a Second Amendment to the previously approved Planned Rezoning Overlay (PRO) Plan and Agreement, JSP 17-52 and JSP 21-12 Terra. This approval is subject to all conditions listed in the original PRO agreement recorded April 9, 2019, unless otherwise amended with the First Amendment and this approval, and the finding and PRO Conditions contained herein. This approval is subject to the related Planned Rezoning Overlay (PRO) Agreement, and corresponding PRO Concept Plan, and subject to the conditions listed in the staff and consultant review letters, and with any changes and/or conditions as discussed at the City Council meeting, with any final minor alterations required in the determination of the City Manager and

City Attorney to be incorporated by the City Attorney's office prior to the execution of the final agreement. This motion is made for the following reasons:

1. The proposed amendment fulfills the goals of the Master Plan for Land Use of maintaining high quality residential neighborhood.
2. Submittal of a Concept Plan and any resulting PRO Agreement, provides assurance to the Planning Commission and to the City Council of the manner in which the property will be developed, and offers benefits that would not be likely to be offered under standard development options.


MAPS
Location
Zoning
Future Land Use
Natural Features

JSP21-12 TERRA LOCATION



LEGEND


 Subject Property



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

Map Author: Lindsay Bell
Date: 9/9/22
Project: TERRA
Version #: 1

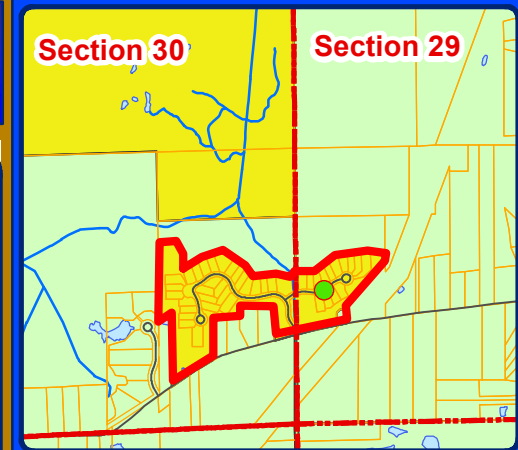
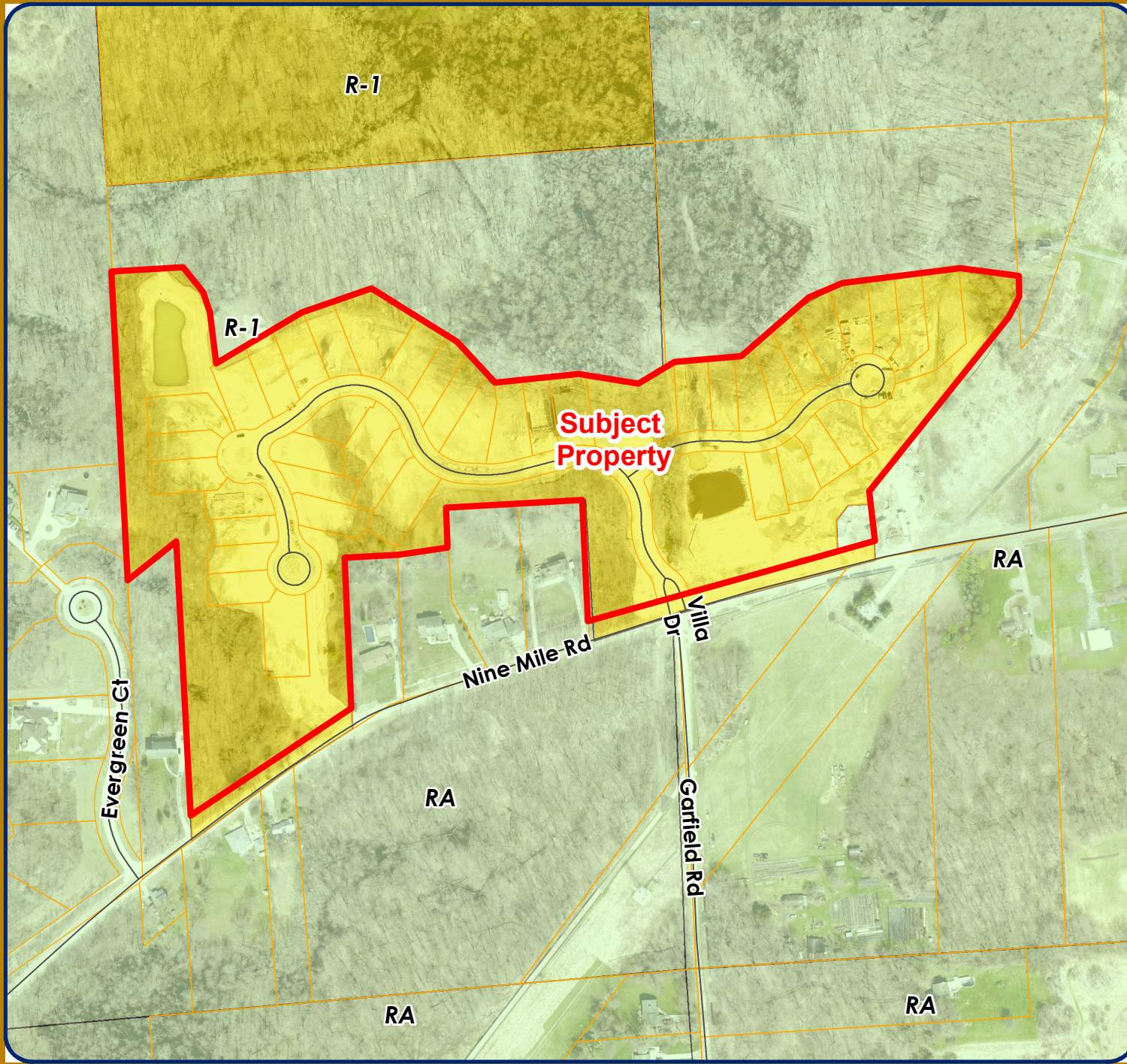
0 75 150 300 450 Feet
1 inch = 346 feet



MAP INTERPRETATION NOTICE

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

JSP21-12 TERRA ZONING



LEGEND

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

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

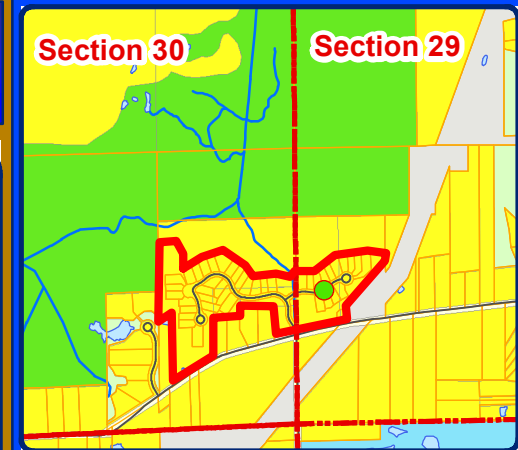
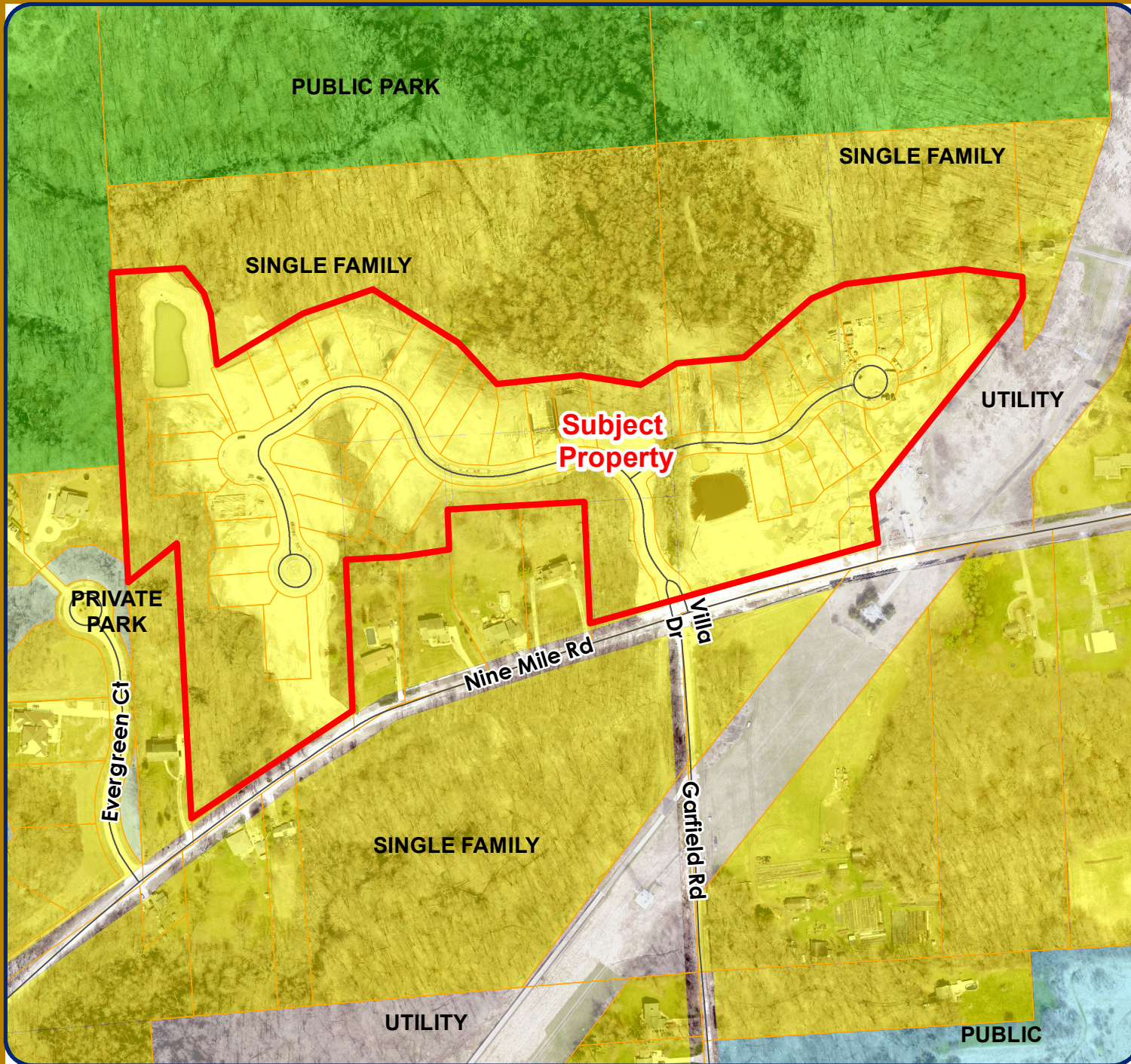
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JSP21-12 TERRA FUTURE LAND USE



LEGEND

- Single Family
- Public
- Public Park
- Private Park
- Utility
- Subject Property

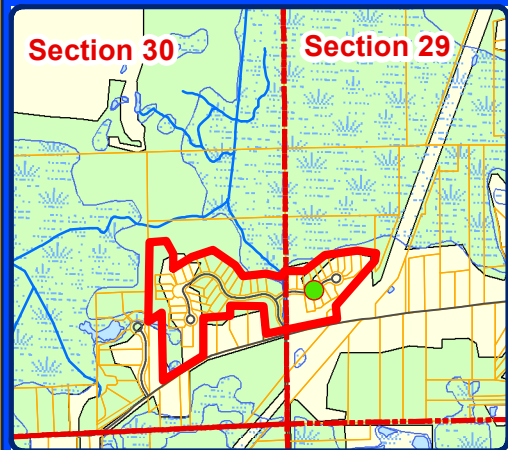
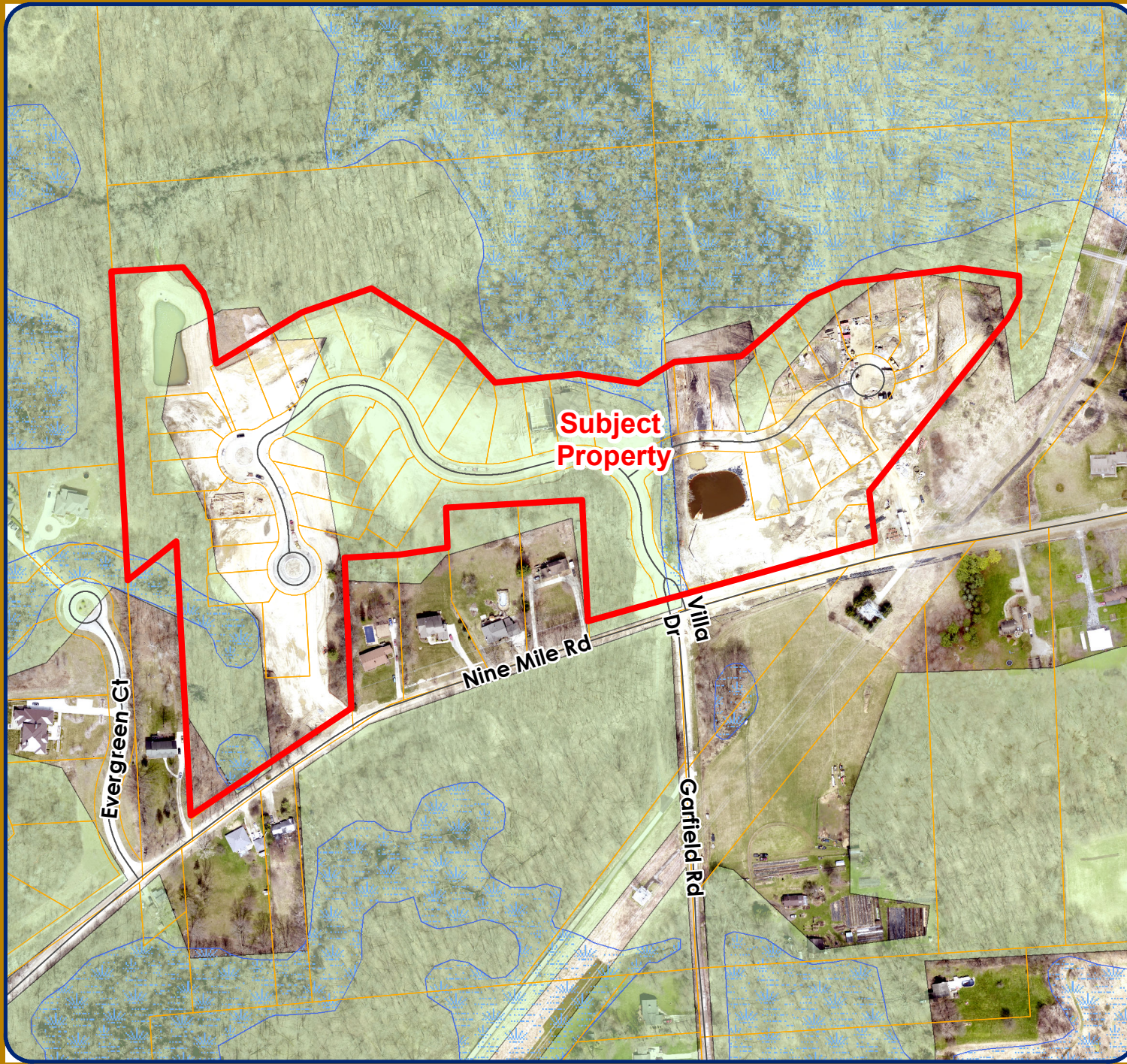
CITY OF NOVI
City of Novi
Dept. of Community Development
City Hall / Civic Center
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

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JSP21-12 TERRA NATURAL FEATURES



LEGEND


- WETLANDS
- WOODLANDS
- Subject Property



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**DRAFT 2ND AMENDMENT OF THE
TERRA PRO AGREEMENT**

**SECOND AMENDMENT TO
PLANNED REZONING OVERLAY (PRO) AGREEMENT
(TERRA)**

This Second Amendment to Planned Rezoning Overlay (PRO) Agreement, TERRA ("Amendment"), made this ____ day of _____, 2022, by and between **CAMBRIDGE OF NOVI, L.L.C.**, a Michigan limited liability company, whose address is 47765 Bellagio Drive, Northville, MI 48167 (referred to as "Developer"), and **CITY OF NOVI**, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375-3024 (referred to as "City").

RECITATIONS

1. Developer and City are parties to a Planned Rezoning Overlay (PRO) Agreement, TERRA (the "PRO"), dated March 4, 2019 (the date of the last signatory), with respect to certain properties situated in the City of Novi, County of Oakland, State of Michigan, as more particularly described on **Exhibit A** attached hereto (the "Property"). The PRO Agreement was recorded on March 22, 2019, with the Oakland County Register of Deeds at Liber 52674, Page 562.

2. The City and Developer entered into the First Amendment to PRO Agreement on October 28, 2019, to allow certain changes to the PRO plan to facilitate the construction of decks and pools, and to adopt changes to the architectural requirements. The First Amendment also amended certain aspects of the plan for consistency with EGLE Permits, to allow exposed aggregate as an alternate sidewalk paving, and to allow units to be combined to create larger units. The First Amendment to PRO Agreement was recorded with the Oakland County Register of Deeds on November 21, 2019, at Liber 53534, Page 132, Oakland County Records.

3. Developer and City now desire to enter into a Second Amendment to PRO Agreement with respect to certain deviations and the establishment of additional conditions and terms requested by the Developer and approved by the City for the purpose of eliminating a portion of sidewalk, eliminating the requirement for the Development to provide a sidewalk to connect to the ITC Trail System from the eastern portion of the site, and requiring the Developer to work with the City to facilitate the planting of replacement trees throughout the Development.

NOW, THEREFORE, Developer and City agree as follows:

A. The following conditions are added to the PRO Conditions listed in Section V.C following Condition No. 18 as set forth in the First Amendment to PRO Agreement:

19. Deviation from Subdivision Ordinance (Section 4.05) and the Design & Construction Standards (Section 11-256{b}) to allow for the absence of sidewalk along a portion of the south

side of Villa Court as shown in the revised Plan dated June 14, 2022, as recommended by the Planning Commission.

20. Eliminate the condition that the applicant provide a sidewalk connection from the east side of the development to the ITC Trail.

21. The applicant will work with City staff to locate woodland replacement trees in alternative locations on the site whenever possible and ensure their protection within a conservation easement. Payment into the Tree Fund in accordance with the terms of the Woodland Ordinance shall be made only when on-site planting is not possible, as determined by the City Planner.

E. Except as expressly modified by the First Amendment and this Second Amendment, the PRO Agreement remains in full force and effect.

F. This amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. The rights and obligations contained in this amendment shall run with the property.

G. This amendment has been duly authorized by all necessary action of Developer and City.

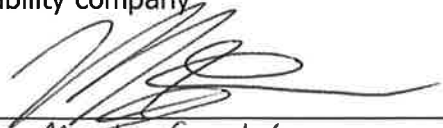
H. This amendment may be executed by the parties in counterparts.

IN WITNESS WHEREOF the undersigned have executed this amendment effective as of the day and year set forth above.

{Signatures Begin on Following Page}

DEVELOPER

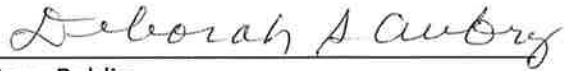
CAMBRIDGE OF NOVI, LLC, a Michigan limited liability company



By: Mark Guidobono
Its: Project Manager

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Second Amendment to Planned Rezoning Overlay (PRO) Agreement was acknowledged before me by mark Guidobono, the Project manager for Cambridge of Novi, LLC, on the 12 day of December, 2022.



Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 2-16-2023

DEBORAH S. AUBRY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 16, 2023
ACTING IN COUNTY OF Oakland

CITY OF NOVI

By: Robert J. Gatt
Its: Mayor

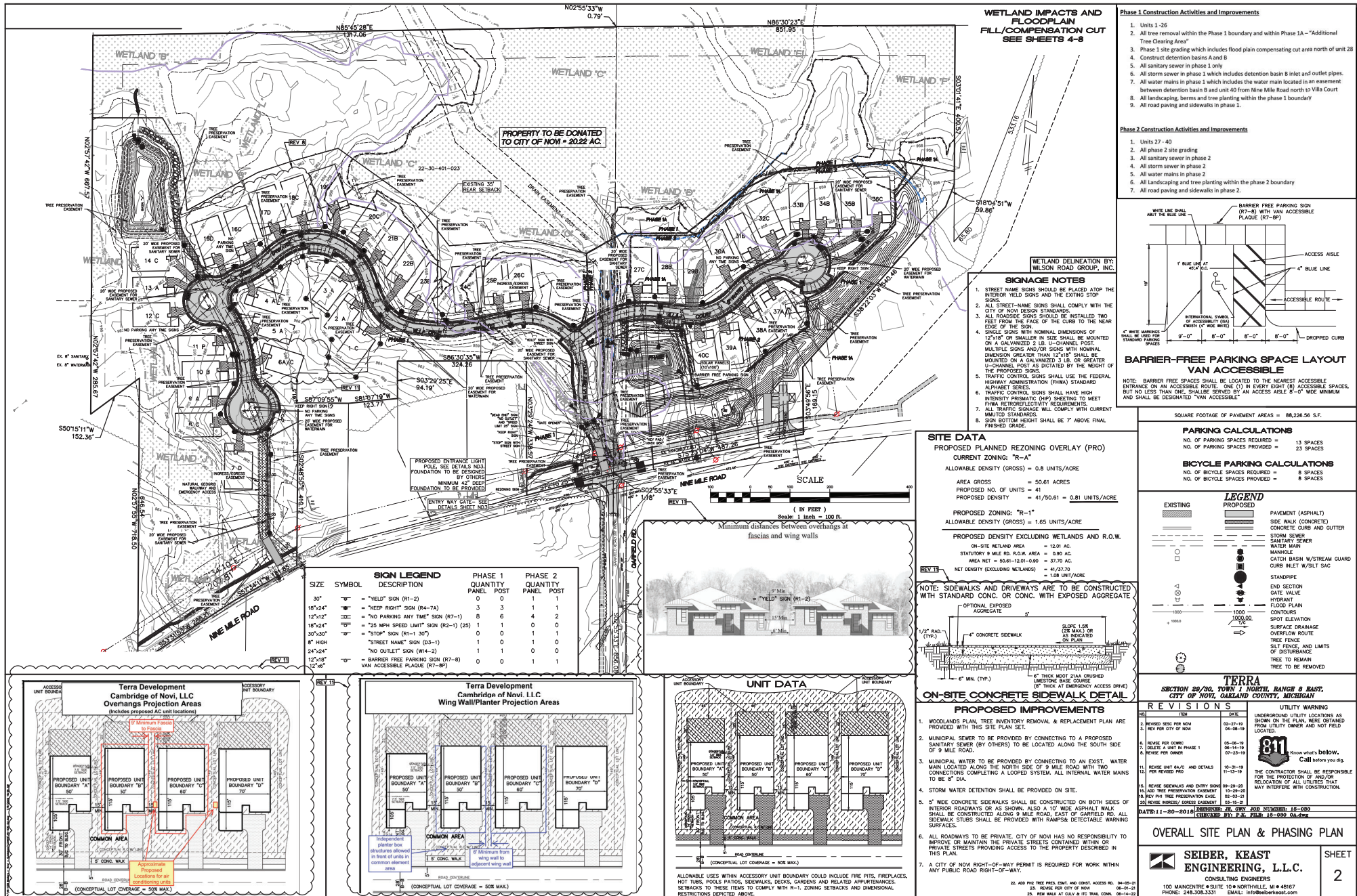
By: Cortney Hanson
Its: Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Second Amendment to Planned Rezoning Overlay (PRO) Agreement was acknowledged before me by Robert J. Gatt, Mayor, and Cortney Hanson, Clerk, of behalf of the City of Novi, on the _____ day of _____, 2022.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

REVISED PRO CONCEPT PLAN
June 14, 2022



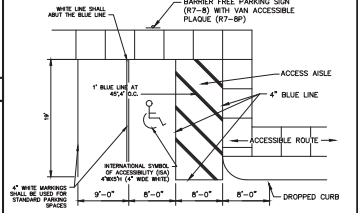
WETLAND IMPACTS AND FLOODPLAIN FILL/COMPENSATION CUT SEE SHEETS 4-8

- Phase 1 Construction Activities and Improvements**
- Units 1-26
 - All tree removal within the Phase 1 boundary and within Phase 1A - "Additional Tree Clearing Area"
 - Phase 1 site grading which includes flood plain compensating cut area north of unit 28
 - Construct detention basins A and B
 - All sanitary sewer in phase 1 only
 - All storm sewer in phase 1 which includes detention basin B inlet and outlet pipes.
 - All water mains in phase 1 which includes the water main located in an easement between detention basin B and unit 40 from Nine Mile Road north to Villa Court
 - All landscaping, berms and tree planting within the phase 1 boundary
 - All road paving and sidewalks in phase 1.

- Phase 2 Construction Activities and Improvements**
- Units 27-40
 - All phase 2 site grading
 - All sanitary sewer in phase 2
 - All storm sewer in phase 2
 - All water mains in phase 2
 - All landscaping and tree planting within the phase 2 boundary
 - All road paving and sidewalks in phase 2.

SIGNAGE NOTES

- STREET NAME SIGNS SHOULD BE PLACED ATOP THE INTERIOR YIELD SIGNS AND THE EXISTING STOP SIGNS.
- ALL STREET-NAME SIGNS SHALL COMPLY WITH THE CITY OF NOVI DESIGN STANDARDS.
- ALL ROADSIDE SIGNS SHOULD BE INSTALLED TWO FEET FROM THE FACE OF THE CURB TO THE NEAR EDGE OF THE SIGN.
- SINGLE SIGNS WITH NOMINAL DIMENSIONS OF 12"x18" OR SMALLER IN SIZE SHALL BE MOUNTED ON A GALVANIZED 2 LB. CHANNEL POST. MULTIPLE SIGNS AND/OR SIGNS WITH NOMINAL DIMENSION GREATER THAN 12"x18" SHALL BE MOUNTED ON A GALVANIZED 3 LB. OR GREATER LB-CHANNEL POST AS DICTATED BY THE WEIGHT OF THE PROPOSED SIGNS.
- TRAFFIC CONTROL SIGNS SHALL USE THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) STANDARD ALPHABET SERIES.
- TRAFFIC CONTROL SIGNS SHALL HAVE HIGH INTENSITY PRISMATIC (HIP) SHEETING TO MEET FHWA RETROREFLECTIVITY REQUIREMENTS.
- ALL TRAFFIC SIGNS WILL COMPLY WITH CURRENT MUTCD STANDARDS.
- SIGN BOTTOM HEIGHT SHALL BE 7' ABOVE FINAL FINISHED GRADE.



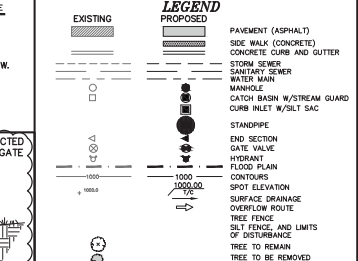
BARRIER-FREE PARKING SPACE LAYOUT VAN ACCESSIBLE

NOTE: BARRIER FREE SPACES SHALL BE LOCATED TO THE NEAREST ACCESSIBLE ENTRANCE ON AN ACCESSIBLE ROUTE. ONE (1) IN EVERY EIGHT (8) ACCESSIBLE SPACES, BUT NO LESS THAN ONE, SHALL BE SERVED BY AN ACCESS AISLE 8'-0" WIDE MINIMUM AND SHALL BE DESIGNATED "VAN ACCESSIBLE"

SQUARE FOOTAGE OF PAVEMENT AREAS = 88,226.56 SF.

PARKING CALCULATIONS
NO. OF PARKING SPACES REQUIRED = 13 SPACES
NO. OF PARKING SPACES PROVIDED = 23 SPACES

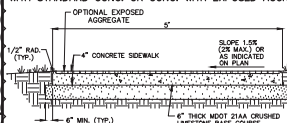
BOYCLE PARKING CALCULATIONS
NO. OF BOYCLE SPACES REQUIRED = 8 SPACES
NO. OF BOYCLE SPACES PROVIDED = 8 SPACES



SITE DATA

PROPOSED PLANNED REZONING OVERLAY (PRO)
CURRENT ZONING: "R-A"
ALLOWABLE DENSITY (GROSS) = 0.8 UNITS/ACRE
AREA GROSS = 50.61 ACRES
PROPOSED NO. OF UNITS = 41
PROPOSED DENSITY = 41/50.61 = 0.81 UNITS/ACRE
PROPOSED ZONING: "R-1"
ALLOWABLE DENSITY (GROSS) = 1.65 UNITS/ACRE
PROPOSED DENSITY EXCLUDING WETLANDS AND R.O.W.
ON-SITE WETLAND AREA = 12.01 AC.
STATIONARY 9 MILE R.O.W. AREA = 0.90 AC.
AREA NET = 50.61 - 12.01 - 0.90 = 37.70 AC.
NET DENSITY (EXCLUDING WETLANDS) = 41/37.70 = 1.08 UNITS/ACRE

NOTE: SIDEWALKS AND DRIVEWAYS ARE TO BE CONSTRUCTED WITH STANDARD CONC. OR CONC. WITH EXPOSED AGGREGATE

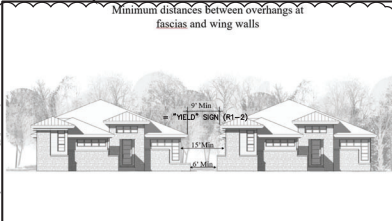


ON-SITE CONCRETE SIDEWALK DETAIL

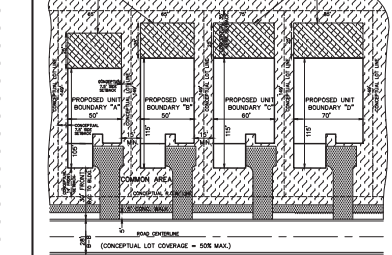
PROPOSED IMPROVEMENTS

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

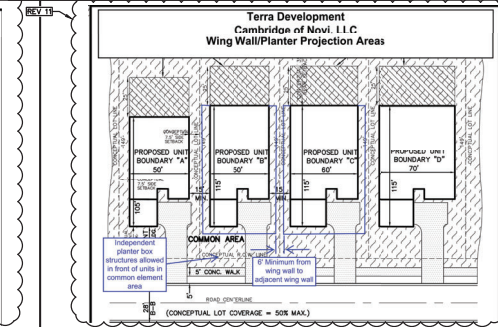
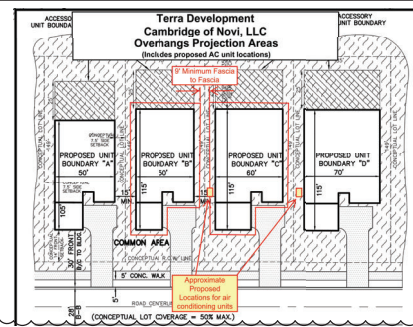
SIZE	SYMBOL	SIGN LEGEND DESCRIPTION	PHASE 1		PHASE 2	
			QUANTITY	QUANTITY	PANEL	POST
30"	Y	"YIELD" SIGN (R1-2)	0	0	1	1
18"x24"	K	"KEEP RIGHT" SIGN (R4-7A)	3	3	1	1
12"x12"	T	"NO PARKING ANY TIME" SIGN (R7-1)	8	6	4	2
18"x24"	S	"25 MPH SPEED LIMIT" SIGN (R2-1) (25)	1	1	0	0
30"x30"	ST	"STOP" SIGN (R1-1 30")	0	1	1	1
8" HIGH	SN	"STREET NAME" SIGN (D3-1)	1	0	1	0
24"x24"	NO	"NO OUTLET" SIGN (W4-2)	1	1	0	0
12"x18"	RF	"BARRIER FREE PARKING SIGN (R7-B)	0	0	1	1
12"x40"	RF	"VAN ACCESSIBLE PLAQUE (R7-BP)"	0	0	1	1



UNIT DATA



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



TERRA
SECTION 20/30, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

NO.	REVISIONS	DATE	UTILITY WARNING
01	ISSUED	04-08-19	UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THIS PLAN ARE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.
02	REVISED CONC PER NOV	02-21-19	
03	REV PER CITY OF NOVI	04-08-19	
04	REV PER OWNER	07-23-19	
05	REV PER OWNER	05-08-19	
06	REV PER OWNER	05-08-19	
07	REV PER OWNER	05-08-19	
08	REV PER OWNER	05-08-19	
09	REV PER OWNER	05-08-19	
10	REV PER OWNER	05-08-19	
11	REV PER OWNER	05-08-19	
12	REV PER OWNER	05-08-19	
13	REV PER OWNER	05-08-19	
14	REV PER OWNER	05-08-19	
15	REV PER OWNER	05-08-19	
16	REV PER OWNER	05-08-19	
17	REV PER OWNER	05-08-19	
18	REV PER OWNER	05-08-19	
19	REV PER OWNER	05-08-19	
20	REV PER OWNER	05-08-19	
21	REV PER OWNER	05-08-19	
22	REV PER OWNER	05-08-19	
23	REV PER OWNER	05-08-19	
24	REV PER OWNER	05-08-19	
25	REV PER OWNER	05-08-19	
26	REV PER OWNER	05-08-19	
27	REV PER OWNER	05-08-19	
28	REV PER OWNER	05-08-19	
29	REV PER OWNER	05-08-19	
30	REV PER OWNER	05-08-19	

OVERALL SITE PLAN & PHASING PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MANICENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

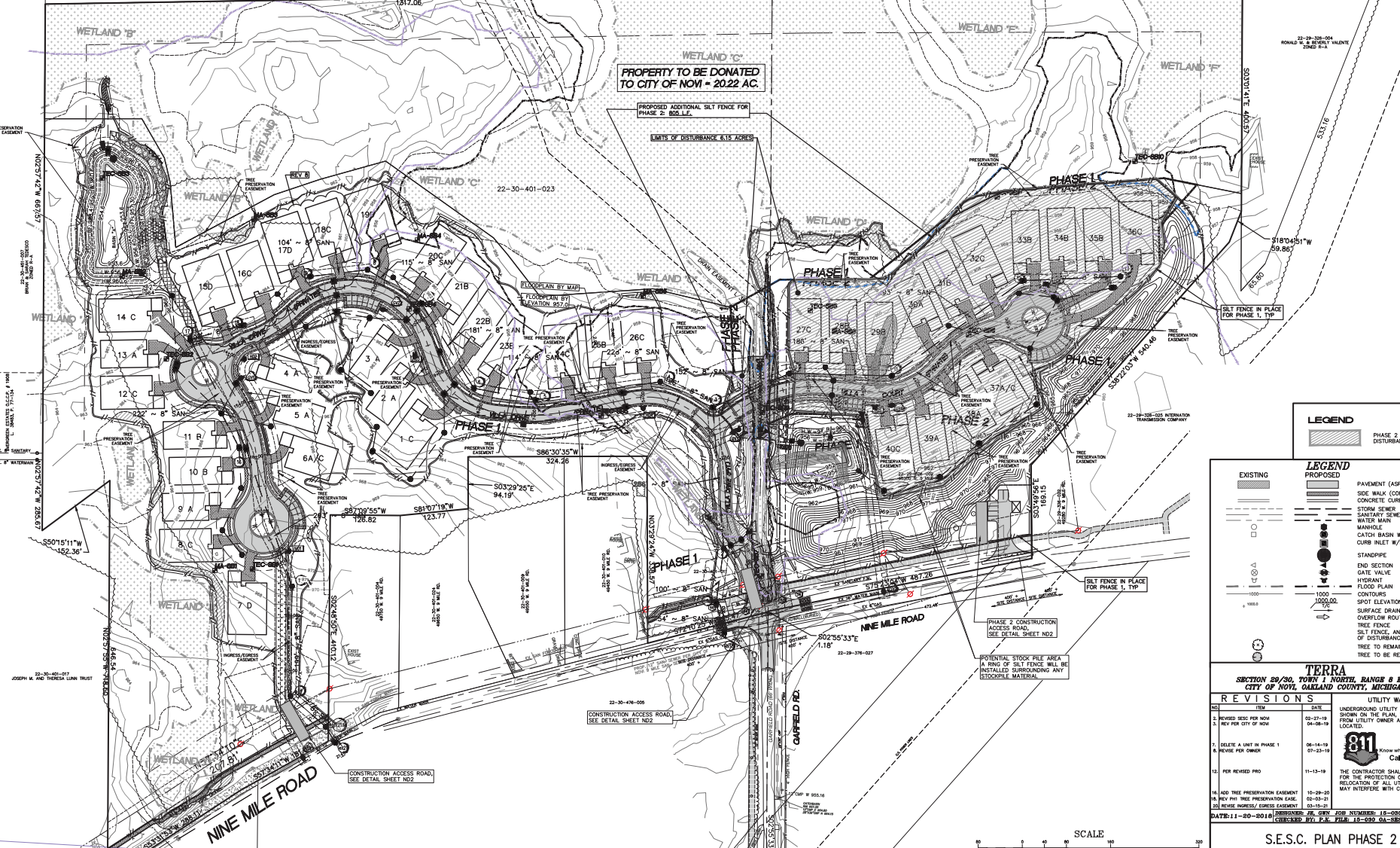
SHEET 2

22-30-401-014
CITY OF NOW
ZONED R-4

22-30-401-002
LESTER FARM DRAIN ILL
ZONED R-4

22-30-401-003
LESTER FARM DRAIN ILL
ZONED R-4

22-30-308-004
RONALD W & BEVERLY VALENTI
ZONED R-4



LEGEND

PHASE 2 LIMITS OF DISTURBANCE

EXISTING

PROPOSED

PAVEMENT (ASPHALT)
SIDE WALK (CONCRETE)
CONCRETE CURB AND GUTTER
STORM SEWER
SANITARY SEWER
WATER MAIN
MANHOLE
CATCH BASIN W/STREAM GUARD
CURB INLET W/SILT SAC
STANDPIPE
END SECTION
GATE VALVE
HYDRANT
FLOOD PLAIN
CONTOURS
SPOT ELEVATION
SURFACE DRAINAGE
OVERFLOW ROUTE
TREE FENCE
SILT FENCE AND LIMITS OF DISTURBANCE
TREE TO REMAIN
TREE TO BE REMOVED

TERRA
SECTION 20/30, TOWN 1 NORTH, RANGE 8 EAST,
CITY OF NOW, OAKLAND COUNTY, MICHIGAN

NO.	REVISIONS	DATE	UTILITY WARNING
1	REVISED	04-08-19	UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THIS PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.
2	REVISED	04-08-19	
3	REVISED	04-08-19	
4	REVISED	04-08-19	
5	REVISED	04-08-19	
6	REVISED	04-08-19	
7	DELETE A UNIT IN PHASE 1	04-08-19	
8	REVISE PER OWNER	07-23-19	
9	REVISED	07-23-19	
10	REVISED	07-23-19	
11	REVISED	07-23-19	
12	REVISED	07-23-19	
13	REVISED	07-23-19	
14	ADD TREE PRESERVATION EASEMENT	10-29-20	
15	REV PH TREE PRESERVATION EASE.	02-03-21	
16	REVISE IMPRES/ EGRESS EASEMENT	03-10-21	

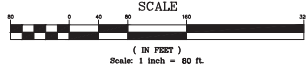
DATE: 11-30-2016 CHECKED BY: P.R. FILED: 10-03-00 OA-SERC-PIE.dwg

S.E.S.C. PLAN PHASE 2

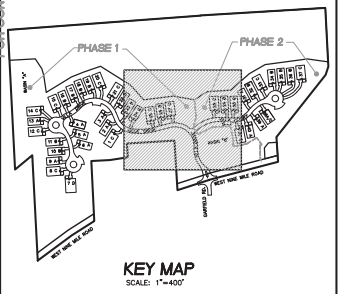
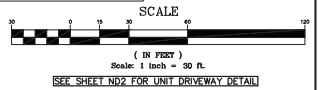
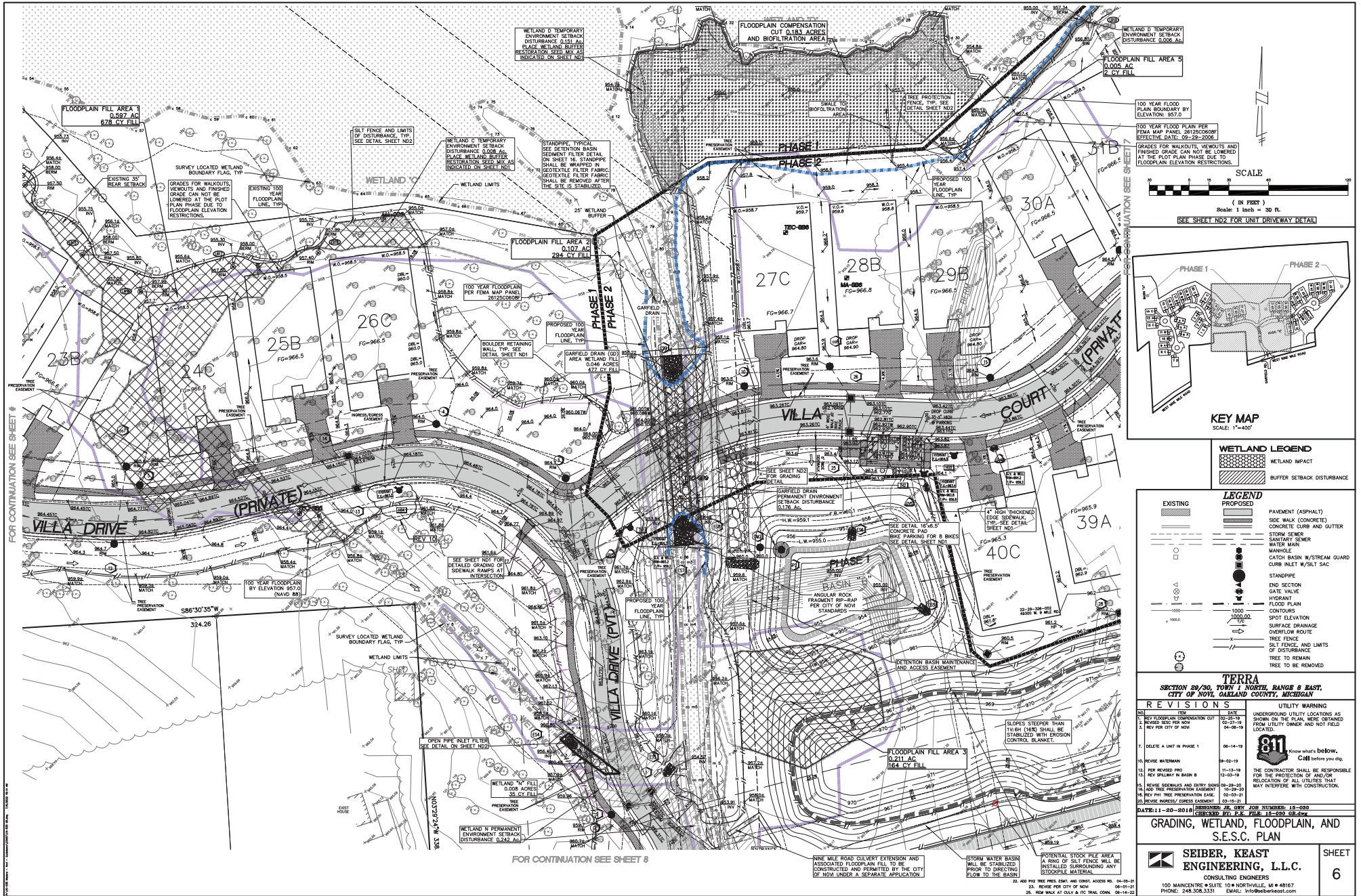
SEIBER, KEAST
ENGINEERING, L.L.C.

CONSULTING ENGINEERS
100 MAINCENTRE SUITE 108 NORTHVILLE, MI 48847
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

SHEET
3B



21. ADD PH TREE PRES. EASMT. AND CONST. ACCESS RD. 04-09-21
22. REVISE PER CITY OF NOW 04-09-21
23. REVISE PER CITY OF NOW 04-09-21
24. REV WALK AT CURB & TYPICAL CONCL. 04-14-21



WETLAND LEGEND

- WETLAND IMPACT
- BUFFER SETBACK DISTURBANCE

LEGEND

EXISTING	PROPOSED
PAVEMENT (ASPHALT)	PAVEMENT (ASPHALT)
SIDE WALK (CONCRETE)	SIDE WALK (CONCRETE)
CONCRETE CURB AND GUTTER	CONCRETE CURB AND GUTTER
STORM SEWER	STORM SEWER
SANITARY SEWER	SANITARY SEWER
WATER MAIN	WATER MAIN
MANHOLE	MANHOLE
CATCH BASIN / STREAM GUARD	CATCH BASIN / STREAM GUARD
CURB INLET / SILT SAC	CURB INLET / SILT SAC
STANDPIPE	STANDPIPE
END SECTION	END SECTION
GATE VALVE	GATE VALVE
HYDRANT	HYDRANT
FLOOD PLAN	FLOOD PLAN
CONTOURS	CONTOURS
SPOT ELEVATION	SPOT ELEVATION
1000.00	1000.00
SURFACE DRAINAGE	SURFACE DRAINAGE
OVERFLOW ROUTE	OVERFLOW ROUTE
TREE FENCE	TREE FENCE
SILT FENCE AND LIMITS OF DISTURBANCE	SILT FENCE AND LIMITS OF DISTURBANCE
TREE TO REMAIN	TREE TO REMAIN
TREE TO BE REMOVED	TREE TO BE REMOVED

TERRA
SECTION 20/30, TOWN 1 NORTH, RANGE 8 EAST,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

NO.	REVISIONS	DATE	UTILITY WARNING
1.	REVISE FLOODPLAIN COMPENSATION CUT	02-25-19	UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THIS PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.
2.	REVISE PER CITY OF NOVI	04-08-19	
3.	DELETE A UNIT IN PHASE 1	06-14-19	
10.	REVISE WATER MAIN	08-02-19	
12.	REVISE PROPOSED	10-12-19	
13.	REVISE SPILLWAY IN BASIN 8	10-20-19	
14.	REVISE 80% PER CITY OF NOVI	12-20-19	
15.	REVISE SIGNALLING AND STRIPING	08-29-20	
16.	ADD TREE PRESERVATION EASEMENT	10-29-20	
18.	REVISE PER CITY OF NOVI	02-03-21	
20.	REVISE NOTES / OPEN EASEMENT	03-03-21	

DATE: 11-09-2021 11:00 AM PREPARED BY: JEN FOR NUMBER: 19-030
CHECKED BY: P.R. FILED: 10-030 GE-032

SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS

100 MANICENTRE SUITE 108 NORTHVILLE, MI 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

SHEET 6

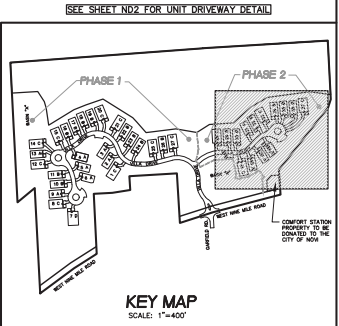
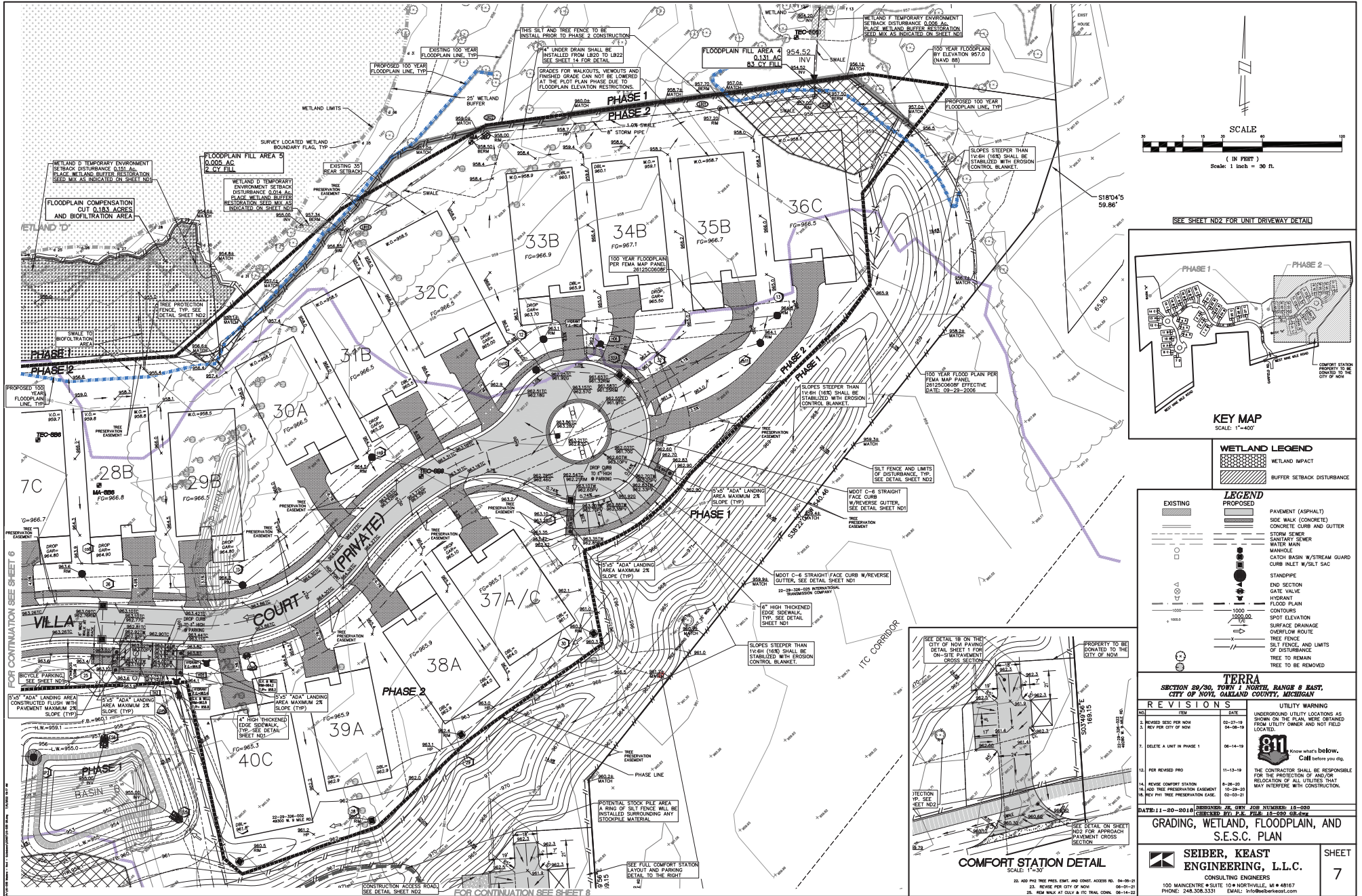
FOR CONTINUATION SEE SHEET 8

NINE MILE ROAD CULVERT EXTENSION AND ASSOCIATED FLOODPLAIN FILL TO BE CONSTRUCTED AND PERMITTED BY THE CITY OF NOVI UNDER A SEPARATE APPLICATION

STORM WATER BASIN WILL BE STABILIZED PRIOR TO DIRECTING FLOW TO THE BASIN

POTENTIAL STOCK PILE AREA A RING OF SILT FENCE WILL BE INSTALLED SURROUNDING ANY STOCKPILE MATERIAL

22. 400 PIG TEE PREL. ELEM. AND CORNER ACCESS RD. 04-09-21
23. REVISE PER CITY OF NOVI 06-09-21
24. REVISE PER CITY OF NOVI 06-09-21
25. REVISE PER CITY OF NOVI 06-09-21
26. REVISE WALK AT CURB & TRAIL CORN. 06-14-21

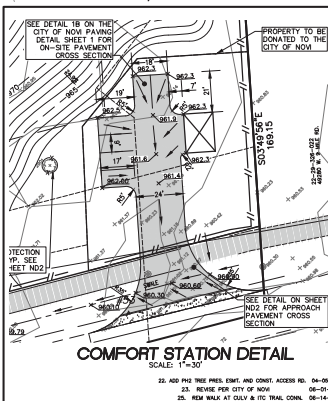


WETLAND LEGEND

- WETLAND IMPACT
- BUFFER SETBACK DISTURBANCE

LEGEND

EXISTING	PROPOSED
PAVEMENT (ASPHALT)	PAVEMENT (ASPHALT)
SIDE WALK (CONCRETE)	SIDE WALK (CONCRETE)
CONCRETE CURB AND GUTTER	CONCRETE CURB AND GUTTER
STORM SEWER	STORM SEWER
SANITARY SEWER	SANITARY SEWER
WATER MAIN	WATER MAIN
MANHOLE	MANHOLE
CATCH BASIN W/STREAM GUARD	CATCH BASIN W/STREAM GUARD
CURB INLET W/SILT SAC	CURB INLET W/SILT SAC
STANDPIPE	STANDPIPE
END SECTION	END SECTION
GATE VALVE	GATE VALVE
HYDRANT	HYDRANT
FLOOD PLAN	FLOOD PLAN
CONTOURS	CONTOURS
SPOT ELEVATION	SPOT ELEVATION
SURFACE DRAINAGE	SURFACE DRAINAGE
OVERFLOW LIMIT	OVERFLOW LIMIT
TREE FENCE	TREE FENCE
SILT FENCE AND LIMITS OF DISTURBANCE	SILT FENCE AND LIMITS OF DISTURBANCE
TREE TO REMAIN	TREE TO REMAIN
TREE TO BE REMOVED	TREE TO BE REMOVED



TERRA
SECTION 20/30, TOWN 1 NORTH, RANGE 8 EAST,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

NO.	REVISIONS	DATE	BY
12.	REVISED PER PRO	02-27-19	JR
13.	REV PER CITY OF NOVI	04-08-19	JR
14.	REV PER CITY OF NOVI	06-14-19	JR
15.	REV PER CITY OF NOVI	08-14-19	JR
16.	REV PER CITY OF NOVI	08-14-19	JR
17.	REV PER CITY OF NOVI	08-14-19	JR
18.	REV PER CITY OF NOVI	08-14-19	JR
19.	REV PER CITY OF NOVI	08-14-19	JR
20.	REV PER CITY OF NOVI	08-14-19	JR
21.	REV PER CITY OF NOVI	08-14-19	JR
22.	REV PER CITY OF NOVI	08-14-19	JR
23.	REV PER CITY OF NOVI	08-14-19	JR
24.	REV PER CITY OF NOVI	08-14-19	JR
25.	REV PER CITY OF NOVI	08-14-19	JR
26.	REV PER CITY OF NOVI	08-14-19	JR

UTILITY WARNING
UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

811 Know what's below. Call before you dig.

DATE: 11-30-2018 PREPARED BY: J.R. GUNZ FOR NUMBER: 19-030
CHECKED BY: P.R. FILLI 19-030 G.E.vtz

GRADING, WETLAND, FLOODPLAIN, AND S.E.S.C. PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE SUITE 100 NORTHVILLE, MI 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

SHEET 7

Seal:



Title:
Landscape Plan
 Phase 2

Project:

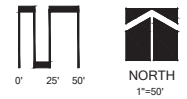
Terra
 Novi, MI

Prepared for:
 Cambridge Homes
 47765 Bellagio
 Northville, Michigan 48167

Revision:	Issued:
Review	October 5, 2018
Revised	January 16, 2019
Revised	February 26, 2019
Revised	March 2, 2021
Revised	March 19, 2021
Revised	June 1, 2021
Revised	July 1, 2022

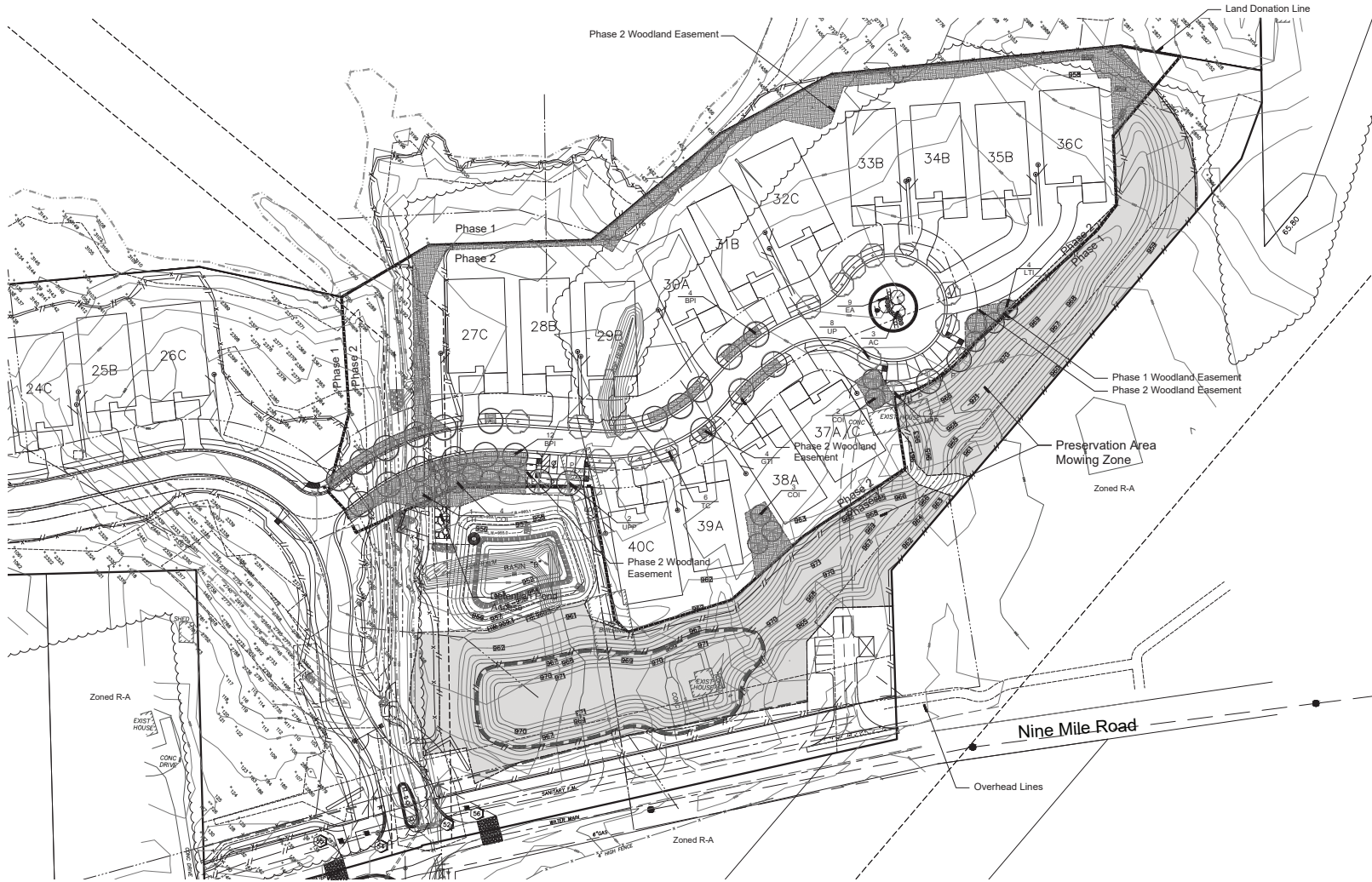
Job Number:
 16-008

Drawn By: jca
 Checked By: jca



Sheet No.

L-6



Landscape Summary

Street Trees	
Unit Trees	14 Units
Trees Required	14 Trees (1 per unit)
Trees Provided	14 Trees
Parking Lot Landscaping	
Parking Lot Perimeter	186 l.f.
Trees Required	5 Trees (186 / 35)
Trees Provided	5 Trees
Woodland Replacement for Phases 1 and 1A	810 Trees
Phase 1 and 1A Replacement Required	715 Trees
Total Trees Provided in Phase 1	95 Trees
Remaining Replacement Trees	34 Trees
Trees Provided in Phase 2	34 Trees
Trees to be Paid into Fund	31 Trees

- Notes:
- Trees Shall be Planted 10' from Utility Structures including Hydrants
 - Snow Shall be Deposited Adjacent to Drives and within the Curb Lawn
 - Transformers to be Screened per Detail on Sheet L-5
 - Plants Listed on the City's Prohibited Species List Shall not be Used in Unit Plantings

Plant List

Qty	Upl	Labelled Name	Common Name	Caliper	Spacing	Code	Height	Price	Total	Species	Genus	Native	Total
Woodland Replacement													
BPI	16	Balsam populus 'Snow'	Common Birch, N.A.B. Stem	as shown	8x8	12'	\$ 640.00	\$ 6,400.00					
GR	9	Calliandra 'Redwing'	Northern Redwing	2.5"	as shown	8x8	\$ 440.00	\$ 3,960.00					
GR	4	Gleditsia triacanthos var. 'Inermis'	Thornless Honeylocust	2.5"	as shown	8x8	\$ 440.00	\$ 1,760.00					
LTP	3	Liriodendron tulipifera	Tulip Tree	2.5"	as shown	8x8	\$ 440.00	\$ 1,320.00					
	34	Replacement Snow											
Unit and Street Trees													
TC	8	Tilia americana 'Redmond'	Redmond Linden	3.0"	as shown	8x8	\$ 440.00	\$ 3,520.00	27%	27%	1	1	
UP	4	Ulmus 'Stratford'	Phoenix Elm	3.0"	as shown	8x8	\$ 440.00	\$ 1,760.00	30%	56%	1	1	
	14	Trees Provided											
Parking Lot Trees													
BPI	5	Ulmus 'Stratford'	Phoenix Elm	3.0"	as shown	8x8	\$ 440.00	\$ 2,200.00	23%	56%	1	1	
Curbside													
AC	3	Amelanchier canadensis	Sorbarberry	2.5"	as shown	8x8	\$ 250.00	\$ 750.00	14%	14%	1	1	
EA	3	Eurythia alba 'Compacta'	Compact Burning Bush	as shown	3"	\$ 50.00	\$ 450.00						
CD	32	Total No-Woodland Replacement Trees											
MAK	485	5 y. of Deep Shredded Hardwood Bark Mix					\$374.00	\$ 181,530.00					3
	80	Soil					\$6.00	\$ 480.00					2
	2,000	Seed					\$33.00	\$ 66,000.00					60%
		Irrigation						\$ 2,000.00					
								\$ 184,000.00					

Preservation Area Mowing Instructions

The Below Statement Applies to the Hatched and Noted Preservation Area as Shown Above.

- ...mowing and maintaining of sod throughout the Tree Preservation Areas is permitted as needed. Pulling of weeds and general maintenance throughout the Tree Preservation Easements is permitted as needed. Mowing of the eastern berm tall fescue grass and around the detention basins is permitted only after July 14th. Mowing Shall Occur no More than 2 (two) Times a Year.

Irrigation System Requirements

- A Reduced Pressure Zone Assembly (RPZ) with ASSE 1013 listing approval shall be provided on all irrigation systems.
- In Floodplain areas, backflow preventers must be a minimum 1 foot above the floodplain elevation measured from the bottom of the assembly. Location above the flood plain must be detailed on the drawings.
- The assembly must be installed a minimum of 12 inches above Finished Grade measured from the bottom of the relief valve.
- The assembly must be installed in accordance with the 2015 Michigan Plumbing Code (MPC) and by a licensed plumbing contractor.
- The assembly must be tested after installation by a licensed plumbing contractor who is also ASSE 9110 Certified to test.
- Test results must be recorded on the City of Novi test report form.
- A plumbing permit is required for the installation of the backflow preventer.
- Assembly must be installed in accordance with the water-saving installation instructions of the manufacturer which includes drainage ports and blowout ports (see attached handout).
- The water meter must be installed in an upright horizontal position a minimum of 12 inches above finished grade.
- Assemblies installed beneath enclosures must be approved for adequate drainage and meet ASSE 1060 and 608.14.1 of the Michigan Plumbing Code.



PLANNING REVIEW



PLAN REVIEW CENTER REPORT

July 27, 2022

Planning Review

TERRA Phase 2

JSP17-52 and JSP 21-12

PETITIONER

Cambridge Homes, Inc

REVIEW TYPE

2nd Amendment to the PRO Plan & Agreement (JSP17-52) and 2nd Revised Final Site Plan (JSP21-12)

PROPERTY CHARACTERISTICS

Section	29 and 30	
Site Location	West side of Beck Road, east of Napier Road and north of Nine Mile Road	
School District	Northville Community School District	
Existing Zoning	R-1, One-Family Residential with a PRO	
Adjoining	North	R-1 One-Family Residential with a RUD agreement
	East	RA, Residential Acreage
	West	RA, Residential Acreage
	South	RA, Residential Acreage
Current Site Use	Single family homes – under construction	
Adjoining Uses	North	Links of Novi/vacant;
	East	Single Family Residences
	West	Single Family Residences
	South	Single Family Residential/Vacant
Site Size	30.12 Acres	
Plan Date	June 14, 2022	

PROJECT SUMMARY

The subject property is 30.12-acre property on the east side of Napier Road and north side of Nine Mile Road (Section 29, 30). In 2018, the applicant received approval from City Council to construct a 41-unit single-family housing development (for sale) under the terms of a Planned Rezoning Overlay Agreement and Plan. It is a gated community for active adults. The residents have an option to install pools, outdoor hot tubs, fire pits, fireplaces, pizza ovens and grills in the rear yards, as regulated by the Master Deed. Both Phase 1 and 2 are currently under construction.

The current submittal is a request by the applicant to modify the PRO Agreement in three areas: 1) Eliminate the sidewalk connection from the eastern (Phase 2) portion of the site to the ITC Trail, 2) Remove a segment of sidewalk from the south side of Villa Court where it crosses the Garfield Drain, and 3) Pay into the tree fund instead of planting 51 tree credits to the north of Units 27-36.

RECOMMENDATION

Approval of the revised Final Site Plan and 2nd amendment of the PRO Agreement is **not recommended for the reasons detailed on pages 3-6**. This property is subject to the conditions of the PRO agreement approved by the City Council on September 24, 2018, and as amended on October 28, 2019.

PRO OPTION

The PRO option creates a “floating district” with a conceptual plan attached to the rezoning of a parcel. As part of the PRO, the underlying zoning is proposed to be changed (in this case RA Residential Acreage to R-1 One-Family Residential) and the applicant enters into a PRO agreement with the City, whereby the City and the applicant agree to tentative approval of a conceptual plan for development of the site. Following final approval of the PRO concept plan and PRO agreement, the applicant received Preliminary and Final Site Plan approval under standard site plan review procedures. The PRO runs with the land, so future owners, successors, or assignees are bound by the terms of the agreement, absent modification by the City of Novi. Individual plot plans are reviewed for conformance with PRO Agreement when submitted.

PROJECT REVIEW HISTORY

On August 23, 2017, the plan was presented before Master Planning and Zoning Committee for input. The plan received favorable comments from the Committee. The Committee directed the applicant to work with staff on issues such as density.

On September 13, 2017, Planning Commission held a public hearing and postponed the recommendation to Council at a later time.

On November 8, 2017, Planning Commission held another public hearing and recommended denial to the City Council based on the fact that the proposed request is not consistent with the recommendations of 2016 Master Plan for Land Use.

Following the Planning Commission's recommendation for denial at their November 8, 2017 meeting, the applicant met with the Committee on January 10, 2018 and received favorable comments, except for woodland deviations requested.

On March 14, 2018, Planning Commission held the third public hearing and recommended the applicant to move forward to the City Council with three conditions in addition to the suggested motion by the staff.

On May 21, 2018, the City Council considered the proposed development for tentative approval of proposed zoning amendment and postponed their decision.

On July 23, 2018, City Council reconsidered the proposed zoning amendment and tentatively approved the concept plan and directed the staff and the applicant to work on the PRO agreement.

On September 24, 2018, City Council approved the PRO Concept plan and the PRO agreement.

On December 12, 2018, Planning Commission approved the Preliminary Site Plan, Phasing Plan, Wetlands Permit, Woodlands Permit, and Storm Water Management approval.

On October 28, 2019, City Council approved the 1st Amendment of the PRO Agreement, to allow greater flexibility for construction of individual homes, to allow alternate pavement material for sidewalks and driveways, and other minor changes.

The Final Stamping Set for Phase 1 was approved administratively on August 22, 2019, with various subsequent minor revisions since that time that have been reviewed and approved administratively.

The Woodland Permit for Phase 1A was approved by the Planning Commission on March 10, 2021 as the previous approval had expired.

The Final Stamping Set for Phase 2 (JSP21-12) was approved administratively on June 10, 2021.

ORDINANCE REQUIREMENTS

This project was reviewed for conformance with the Zoning Ordinance with respect to Article 3 (Zoning Districts), Article 4 (Use Standards), Article 5 (Site Standards), and any other applicable provisions of the Zoning Ordinance. Items in **bold** below must be addressed and incorporated as part of the revised Final Site Plan submittal:

1. Sidewalk Connection to ITC Corridor: The PRO Agreement states on Page 4, Item 6: "The applicant will work with staff to identify a proper location to connect to ITC trail, beyond the subject property line." The 5-foot wide asphalt sidewalk is shown on the PRO Plan in Exhibit B of the Agreement, and in the Phase 2 site plan. The applicant states the residents of the development would like to eliminate the sidewalk connection in order to continue the berm to provide additional screening of the ITC transmission towers, as well as to limit pedestrian traffic into the community. They have provided letters from several current and future residents that echo support for eliminating the connection. They also point out that the sidewalk at the main entrance provides a connection to the ITC Trail.



Figure 1: PRO Agreement, Exhibit B, Sheet 4, Liber 52674 Page 562

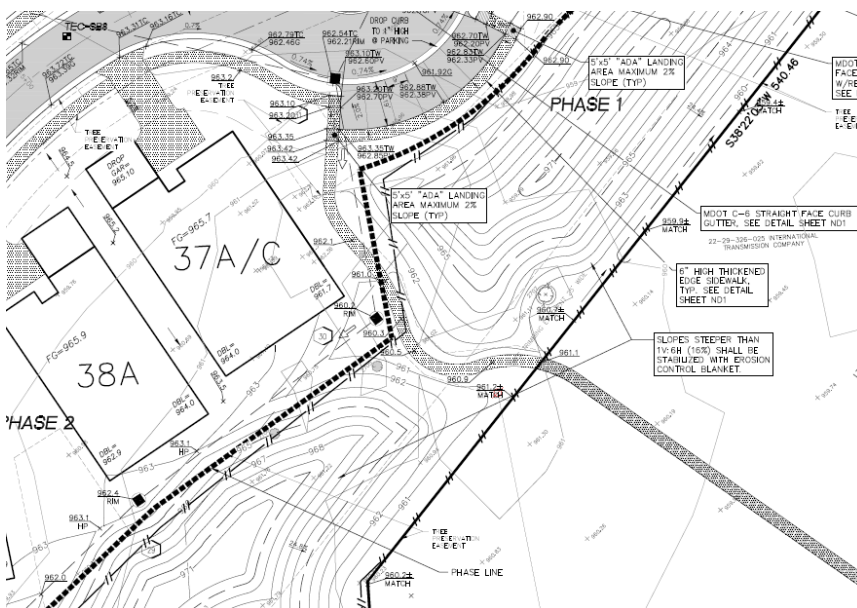


Figure 2: Phase 2 Final Site Plan, 2/3/2021

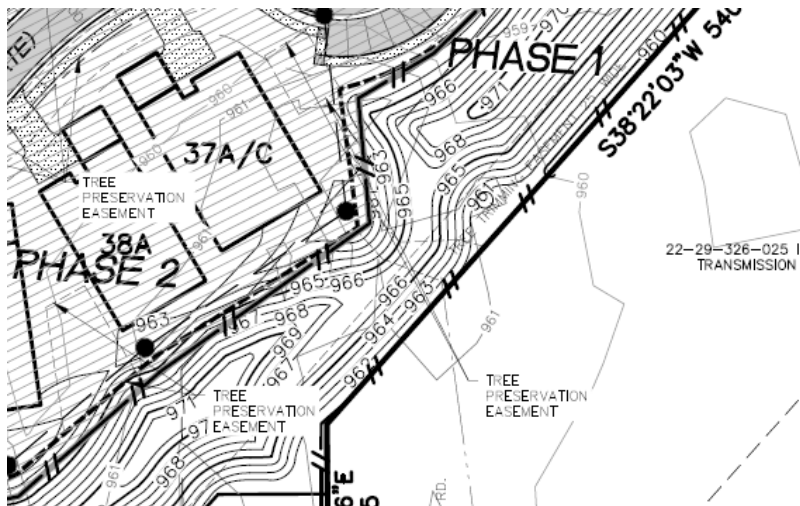


Figure 3: New grading proposed in berm area with removal of sidewalk, June 2022

While the connection to the ITC Trail is not a requirement of the Zoning Ordinance, its inclusion in the original PRO Plan and Agreement appeared to be presented as an amenity to the community. However, it was not specifically mentioned as a “public benefit” per say or stated as a requirement. Staff prefers the segment be provided in the interest of enhancing non-motorized connectivity throughout the community.

2. Sidewalk on Villa Court: The Subdivision Ordinance (Section 4.05) and the Design & Construction Standards (Section 11-256(b)) both state that sidewalks shall be provided on both sides of proposed drives. The applicant received a deviation in the original PRO Agreement to not provide a sidewalk on the east side of the main entrance drive (Villa Drive) due to the presence of wetlands, with a payment to the sidewalk fund required in lieu of building it. The applicant now requests a deviation to remove a portion of the sidewalk on the south side of Villa Court. During construction of the culvert for the Garfield Drain, the decision was made by on-site engineers to shift it to the north a few feet to avoid eroding soils over time. This change created a narrower space between the road and the slope to the culvert to place the sidewalk as shown on the original plan. Staff was made aware of the change and encouraged the applicant to work with their engineers to try to fit the sidewalk by moving it closer to the road or by building a retaining wall. The current plan shows the sidewalk ending on the south side of Villa Court about 110 feet east of the intersection with Villa Drive, with ramps provided to enable pedestrians to cross the street to connect to the north side sidewalk. No crosswalk markings are proposed. **Staff recommends the applicant adhere to the Code to provide the required sidewalk. Based on the plan it still appears feasible to fit it between the road and the culvert.**

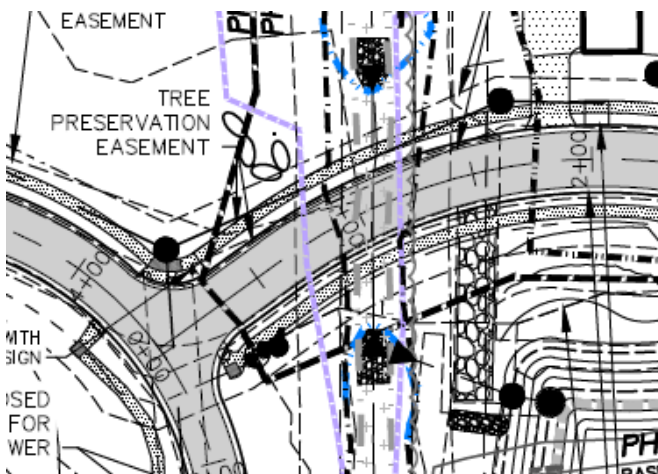


Figure 4: Original sidewalk plan, June 2021



Revised sidewalk plan, June 2022

3. **Woodland Trees:** When the Phase 2 site plan was approved the applicant had shown 51 woodland replacement trees to be planted beside and behind units 27-36. The applicant would instead like to pay into the Tree Fund rather than planting the replacements on the site. The applicant states the proposed trees were going to be too close to the homes. **While the Woodland Ordinance permits applicants the option to pay into the Tree Fund, the Woodland Permit from the Planning Commission was approved with the understanding that the credits would be planted on-site. It also appears there would be additional locations on the property where woodland trees could be planted, as noted in the Landscape Review.**

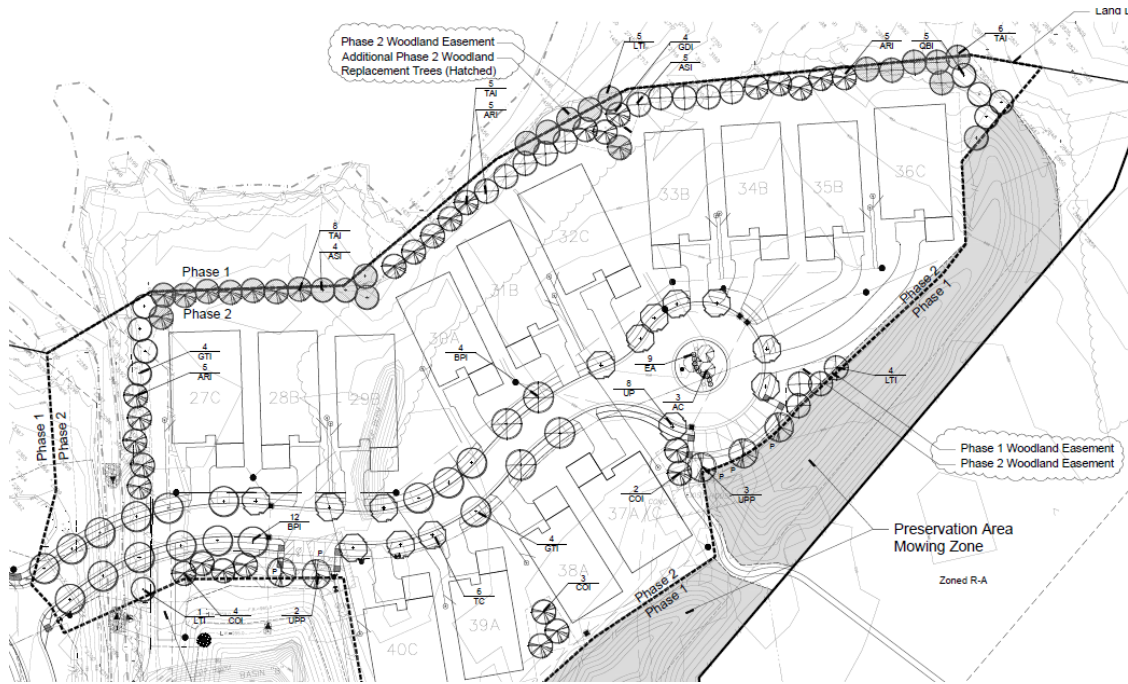


Figure 5: Phase 2 Landscape Plan, June 1, 2021

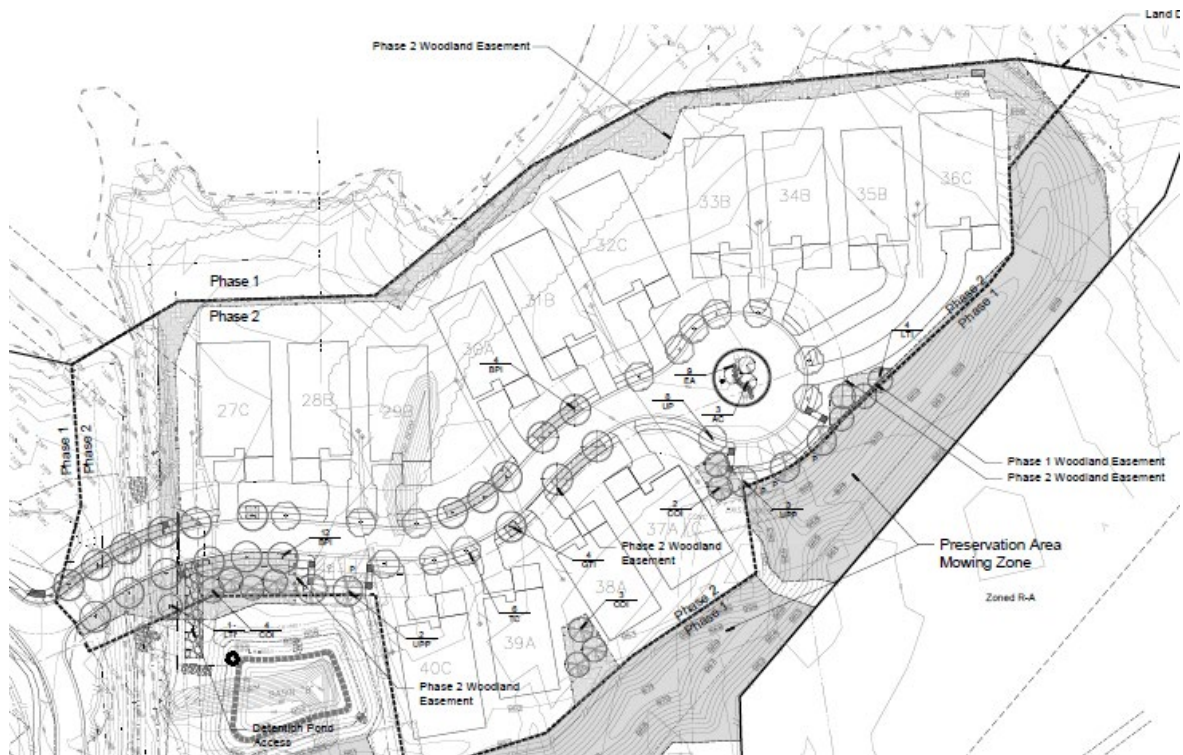


Figure 6: Phase 2 Landscape Plan, June 2022

4. Master Deed Amendment: If approved, the proposed changes may require amendments to the Master Deed. **The amendment to the Master Deed shall be submitted to the City for review and approval prior to recording the amendment.** A revised Stamping Set may not be approved prior to the recording of the Master Deed Amendment.

OTHER REVIEWS

- a. Engineering Review: **Engineering does not recommend approval of the deviation required for the missing sidewalk segment on Villa Court.**
- b. Landscape Review: **Landscaping does not recommend approval to allow the applicant to pay into the tree fund as it appears there are other locations on-site to plant them on site.**

NEXT STEP: PLANNING COMMISSION

Reviewers are not recommending approval of the requested changes and deviations. However, based on the applicant's request to amend the PRO Concept Plan, it is scheduled to go before Planning Commission for public hearing on August 24, 2022. Please provide the following by noon on **August 18, 2022**. **Staff reserves the right to make additional comments as this review continues.**

1. Concept Plan submittal in PDF format. Staff has received this item
2. A response letter if you would like to provide one based on the reviews. **Otherwise we will use the letter received when you submitted the request.**
3. A color rendering of the Site Plan, if any to be used for presentation purposes (Optional).

CITY COUNCIL

After the Planning Commission makes a recommendation we will schedule the request to go before City Council for consideration. If they give tentative approval, the City Attorney will be asked to draft the 2nd Amendment to the PRO Agreement, which will be shared with the applicant for review and approval. Once the Agreement is satisfactory to both parties it will return to City Council for Final Approval. If the PRO Agreement is amended, the revised site plan and woodland permit will need to be approved by the Planning Commission.

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



Lindsay Bell, AICP – Senior Planner

ORDINANCE DEVIATIONS

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

- a. Planning Deviation from Sec. 3.1.2 of Zoning Ordinance for reduction of the minimum lot size, setbacks, minimum lot frontage and minimum site acreage as shown on the proposed concept plan provided:
 - i. The proposed unit boundary shown on the concept plan (sheet 02) is to be considered the maximum allowable footprint. Any accessory uses such as hot tubs, patios, etc. will be provided within the footprint shown on the plan.
 - ii. A minimum of 15 feet shall be maintained between two buildings.
 - iii. A minimum of 30 feet is provided between the front façade and the back of the curb.
 - iv. Rear setbacks will be as shown on the Concept plan, based on the proposed boundary line of land to be donated to City.
- b. Façade deviation from Sec 3.7, similar dissimilar ordinance, to replace internal calculation of square footage to a 2200 square foot minimum requirement for this development;
- c. Landscape deviation from Sec. 5.5.3.B.ii and iii of Zoning Ordinance for lack of berms along the westerly Nine Mile Road frontage and portions of the easterly frontage, due to existing natural features;
- d. Engineering deviation from Sec. 4.04, Article IV, Appendix C-Subdivision ordinance of City Code of Ordinances for absence of a stub street required at 1,300 feet intervals along the property boundary to provide connection to the adjacent property boundary, due to conflict with existing wetlands;
- e. Engineering deviation from Chapter 7(c)(1) of Engineering Design manual for reducing the distance between the sidewalk and back of the curb: 15 feet required, 10 feet proposed;
- f. Engineering deviation for absence of sidewalk along a portion of Villa Drive, with payment into the City's sidewalk fund for the cost of the sidewalk not constructed;
- g. Engineering deviation for absence of curb and gutter for parking lot and driveway for the proposed comfort station from Sec. 11-239(b)(1),(2)of Novi City Code;
- h. Traffic deviation for not conforming to minimum required standards as indicated in Figure IX.5 of the City's Code of Ordinances for residential driveway, provided the applicant works with staff to minimize the number of driveways that deviate from the standard at the time of Preliminary Site Plan;
- i. Traffic deviation from Figure VIII-A in the City Code of Ordinances, for not providing the minimum width for local residential road for Villa D' Este Boulevard, the stretch from the entrance gates to the first intersection (28 feet required, 24 feet provided).
- j. Traffic deviation from Section 7.4.2.c (1) of Engineering Design Manual for not meeting the maximum distance between sidewalk and Right of way line along Nine Mile. A maximum of 1 foot is required for a small portion where it conflicts with existing wetland area;
- k. Deviation to allow alternate locations for street tree plantings to avoid conflict with the utility layout along the internal roads, as detailed in this review letter;
- l. Deviation for the location of accessory structures in an alternate location within the common area, as approved by the Planning Commission in accordance with the Preliminary Site Plan in

order to allow the use of free standing solar panels as shown on the Revised Concept Plan to provide power to the access gate and outside lighting.

- m. A traffic deviation for not meeting the minimum required horizontal curve radii for the proposed streets; and
- n. A landscape deviation for absence of minimum required street trees and green belt trees in areas where there is a conflict with existing natural features;
- o. Engineering deviation from Section 7.4.2(d) of the Engineering Design Manual to allow exposed aggregate as an alternate material for sidewalk pavement in lieu of concrete for the entire development.
- p. Planning deviation from Section 3.32.8 to allow for additional encroachment for roof overhangs into the required side yards (a maximum of fifteen (15) inches is allowed per current side yard setbacks, a minimum of nine (9) feet between the roof overhangs at fascia is proposed). This approval shall be subject to the building (and the buildings within the development) being designed in the prairie architectural style with a maximum slope of 5:12 and subject to approval by the City's façade consultant at the time of building permit review.

PRO CONDITIONS

In its development of the Land under the PRO Plan, the following PRO Conditions shall apply to the Land and/or be undertaken by the Developer:

- 1. Owner/Developer shall provide the following Public Improvements in connection with the development of the Land:
 - a. Developer shall donate fee title, in the form of a Warranty Deed, to approximately 20.22 acres of land, as shown in the Concept Plan (the "Park Land"), to Novi for existing park system within 30-days of the execution of this Agreement. The donation is for the purpose of expanding City parkland in the area of the Development. The Park Land will connect two additional parcels of City parkland. The City shall be permitted to make minor improvements in the area to propose a trail or accessory uses for a trail, and shall be permitted to combine the Park Land with adjacent City park land into a single unified parcel.
 - b. Developer shall construct an approximate .18 acre comfort station area for the ITC Trailhead in accordance with the drawings, attached and incorporated as Exhibit D (the "Comfort Station Improvements"). The Comfort Station shall include, but shall not be limited to parking spaces, a bike repair station and a picnic shelter, as set forth in Exhibit D. The ITC Comfort Station shall be completed within 6 months from the substantial completion date of the ITC trail along the subject property's frontage.
 - b. Developer shall contribute to the construction of a portion of the ITC Trail along the north side of Nine Mile Road, in the amount of \$43,834.22 in order to provide for use by and in connection with the Development, as shown in the plans attached and incorporate as Exhibit E. The pathway shall comply with City design and construction standards, with minor modifications to be approved administratively, i.e. to modify the alignment for preservation of existing landscaping trees. Dedication of the Right of Way shall be completed on or before November 10, 2018.
 - c. In the event that the Michigan Department of Environmental Quality or any governmental agency requires Developer to provide a compensating cut for the purpose of creating additional floodplain for the Development, the City shall permit the Developer to create the compensating cut, at Developer's own expense, not to exceed 8,000 square feet in size, in a location mutually agreeable to the Developer and the City, including but not limited to locations within the Park Land described, generally, as N/W of the N/W detention basin and the

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

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

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

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

4. A minimum of 15 feet shall be maintained between two buildings.
5. A minimum of 30 feet shall be provided between the front façade of each home as measured from the back of the curb.
6. The applicant will work with staff to identify a proper location to connect to ITC trail, beyond the subject property line.
7. Except to the extent that limited clearing is authorized in accordance with an approved Preliminary Site Plan, and all applicable ordinances and regulations, including, but not limited to Section 6.1.4.F of the Zoning Ordinance, within the City's reasonable discretion, and a Hold Harmless Agreement acceptable to the City's Attorney is provided, Construction of the Development shall not be permitted to begin prior to completion of the City's Nine Mile sanitary sewer extension project, or alternately, subject to and in accordance with a plan for completion of alternate sanitary sewage disposal facilities, by Developer, at its own expense, which plan shall be reviewed and approved by the City's Engineering Division in accordance with the standards and procedures set forth by City ordinance.
8. Grading requirements for development shall be superseded based on the character of Nine Mile Road.
9. Retention ponds shall be completely screened for safety on all four sides and above the typical standards, as determined at the time of Preliminary Site Plan.
10. The City shall confirm that the proposed trailhead agreement will not negate already existing agreements.

11. The portion of asphalt paving on Nine Mile Road shall be constructed in a manner to reduce or eliminate issues of the interface between gravel and asphalt, to be reviewed and approved by City Engineer at the time of Preliminary Site Plan review.
12. The applicant shall conform to Woodland Ordinance requirements at the time of Preliminary Site Plan and Woodland permit review.
13. Minor modifications to the approved Planned Rezoning Overlay Concept Plan (PRO) can be approved administratively, upon determination by the City Planner, that the modifications are minor, do not deviate from the general intent of the approved PRO Concept plan and result in reduced impacts on the surrounding development and existing infrastructure.
14. Developer shall comply with all conditions listed in the staff and consultant review letters.
15. For Unit 7 through 36, covered decks shall be allowed to extend up to fifteen (15) feet into the "Accessory Unit Boundary" from the rear façade. "Accessory Unit Boundary" refers to the area beginning at the rear unit boundary and is within the sidelines of the unit boundary, and extending twenty-five (25) feet to the rear, as shown on the approved Final Concept Plan made part of the original PRO Agreement.
16. No more than three (3) regulated woodland trees may be removed from the accessory unit boundary to accommodate the construction or installation of a pool or other accessory use. A minimum of fifteen (15) feet shall be maintained between two buildings, with the exception of rough overhangs and wind walls as noted below:
 - a. A minimum of nine (9) feet shall be maintained between the roof overhangs between two buildings at the facade, as shown in the "overhang projection areas" exhibit on the Revised Concept Plan dated July 25, 2019, attached hereto as Exhibit B, subject to and provided that the house has been designed in the Prairie architectural style, and further subject to approval by the City's façade consultant at the time of building permit review;
 - b. A maximum of 4.5 feet of on-ground projection shall be allowed as shown on the "wind wall/planter projection area" exhibit on the Revised Concept Plan dated July 25, 2019, attached as Exhibit B, subject to approval by the City's façade consultant at the time of building permit review.
17. The elevations of the homes within the development shall comply with the ordinance requirements and conditions of the original PRO Agreement, subject to any and all limitations set forth in the Master Deed as determined at the time of individual building permit review. More specifically, given the Developer's representations to the City and the deviations granted herein and in the PRO Agreement, the homes within the development shall be designed and built in the Prairie architectural style with a maximum slope of 5:12, subject only to minor deviation as approved by the City's façade consultant at the time of building permit review.
18. The compensating cut periods in the approved PRO Agreement shall be updated to be consistent with MDEGLE permit approval dated April 9, 2019.

ENGINEERING REVIEW



PLAN REVIEW CENTER REPORT

07/26/2022

Engineering Review

Terra Phase 2

JSP21-0012

Applicant

Cambridge of Novi, LLC

Review Type

Revised Final Site Plan

Property Characteristics

- Site Location: North side of Nine Mile Road at the intersection of Garfield Road
- Site Size: 8.61 acres
- Plan Date: 06/14/2022 (per cover sheet title block)
- Design Engineer: Seiber Keast Engineering

Project Summary

- Phase 2 of the development consists of the construction of 14 detached senior ranch condo units and associated parking. Site access would be provide by one entrance at the intersection of Nine Mile Road and Garfield Road.
- Water service will be provided by an 8-inch extension from the existing 8-inch stub at the intersection of Villa Drive and Villa Court.
- Sanitary sewer service will be provided by an 8-inch extension from the existing 8-inch stub at the intersection of Villa Drive and Villa Court.
- Storm water will be collected by a single storm sewer collection system and detained on-site in one of two proposed detention basins.

Recommendation

Approval of the Revised Final Site Plan is NOT recommended until the following items are addressed.

Comments:

The Revised Final Site Plan does **NOT** meet the general requirements of Chapter 11 of the Code of Ordinances, the Storm Water Management Ordinance and/or the Engineering Design Manual. The following must be addressed prior to resubmittal:

Paving & Grading

1. Per conversations between the developer and the City, remove the short boulder retaining wall just north of Villa Court and straddling the phase line.
2. Grading revisions appear acceptable where the sidewalk connection from the cul-de-sac to the ITC trail has been eliminated.
3. **Engineering does not support eliminating the sidewalk on the south side of Villa Court where it crosses the Garfield Drain. Per the City of Novi Code of Ordinances, Section 11-256 (b) and (c), non-motorized facilities shall be placed across both sides of all streets and roadways (public or private). Variances are only permitted if no other pathways exist within three hundred feet.**

Flood Plain

4. The 100-year floodplain traverses the property but does not appear to be affected by the revisions proposed in this set.

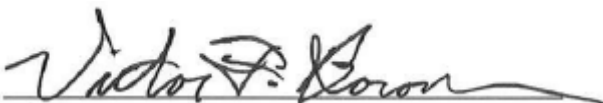
The following must be submitted with the Revised Final Site Plan:

5. A letter from either the applicant or the applicant's engineer must be submitted with the Stamping Set highlighting the changes made to the plans addressing each of the comments listed above and indicating the revised sheets involved. **Additionally, a statement must be provided stating that all changes to the plan have been discussed in the applicant's response letter.**

Prior to preparing stamping sets, the Applicant is advised to provide any revised sheets directly to the Engineering Division for an informal review and approval.

To the extent this review letter addresses items and requirements that require the approval of or a permit from an agency or entity other than the City, this review shall not be considered an indication or statement that such approvals or permits will be issued.

Please contact Victor Boron at (248) 735-5695 with any questions.



Victor Boron
Project Engineer

cc: Lindsay Bell, Community Development
Ben Croy, PE, Engineering
Humna Anjum, Engineering

**LANDSCAPE REVIEW – UPDATED TO REFLECT
WOODLAND TREE RELOCATIONS
OCTOBER 4, 2022**



PLAN REVIEW CENTER REPORT
October 4, 2022
Second Revised Final Site Plan - Landscaping
Terra – Phase 2

Review Type

Second Revised Final Site Plan -Phase 2 Landscape Review

Job #

JSP21-0012

Property Characteristics:

- Site Location: North side of 9 Mile Road, near Garfield
- Site Zoning: R-A – Proposed R-1 with PRO
- Adjacent Zoning: North: R-A and R-1, East: R-A and ITC Corridor, South: R-A, West, R-A
- Plan Date: September 29, 2022

Recommendation:

This site plan is **recommended for approval**. The plans have been revised from the set last reviewed by the Planning Commission which showed 51 Phase II woodland replacement trees not being planted on the site.

Review Comments

1. The revised plan shows all 51 trees which were behind and to the side of the Phase II units backing up to the open space being planted elsewhere on the site (some in Phase I and some in Phase II).
2. While the spacing of some of the trees may be too tight, there is sufficient room elsewhere on the site, in existing landscape easements to protect the trees, to move a few if the spacing requires.
3. For this reason I can now support the revised plan. If Council permits the developer to not install the connector path to the ITC trail, the applicant is encouraged to plant some of the 51 trees in the area of the berm where the path would have been.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.735.5621 or rmeader@cityofnovi.org.

Rick Meader – Landscape Architect

LANDSCAPE REVIEW



PLAN REVIEW CENTER REPORT

July 12, 2022

Second Revised Final Site Plan - Landscaping

Terra – Phase 2

Review Type

Second Revised Final Site Plan -Phase 2 Landscape Review

Job

JSP21-0012

Property Characteristics:

- Site Location: North side of 9 Mile Road, near Garfield
- Site Zoning: R-A – Proposed R-1 with PRO
- Adjacent Zoning: North: R-A and R-1, East: R-A and ITC Corridor, South: R-A, West, R-A
- Plan Date: July 1, 2022

Recommendation:

This site plan is **not recommended for approval**. The plans themselves are complete, but the proposal is not consistent with the PRO agreement, or with the promise to plant the maximum number of trees possible on the site.

Review Comments

1. It is ecologically desirable to restore as much of the removed woodlands species to the site as possible. As the current plans show, there is room for some of those trees elsewhere in Phase II. That allows more spacing between the trees within the conservation easement along the northwest property line and along the stream west of Unit #27C so the “crowding” of those trees on the buildings isn't so significant. **Please work to include more (ideally all) of the Phase II replacements originally shown on the plans in the existing easement or other areas on the site instead of making a deposit to the tree fund.**
2. **In addition, if the pathway is allowed to be removed, additional trees could be planted on the berm.**
3. **Please use fewer birches and more oaks as replacements, particularly white, bur or swamp white oak, as there weren't any birches on the site to begin with and many are already being used in Phase I.**

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.735.5621 or rmeader@cityofnovi.org.

Rick Meader – Landscape Architect

APPLICANT NARRATIVE

AND

LETTERS OF SUPPORT



June 22, 2022

Ms. Barbara McBeth
City of Novi Planning
45175 Ten Mile Road
Novi, Michigan 48375

Regarding: PRO Site Plan Revision Terra JSP 21-12

Dear Ms. McBeth,

We are requesting a PRO site plan revision to Terra Phase 2 for the three items listed below:

1. In Terra Phase 2 our residents would like us to eliminate the sidewalk that connects the cul-de-sac with the ITC Trail. The residents would like the berm elevation raised to better block the view of the transmission towers and the power lines. The residents would also prefer to minimize pedestrian traffic into their community. We still will be connected to the ITC Trail at the entrance to Terra.
2. We are requesting to shorten the side walk on the south side of Villa Court where it crosses the Garfield Drain. We are asking for this revision because there is not enough room to install the sidewalk per the plan. When the culvert for the road was being installed it was determined in the field to shift the culvert to the north a few feet because of the dewatering operation related to the 9 Mile sewer project. Because the culvert was moved, there is no room for the sidewalk. As you will see on the site plan there is no benefit for this portion of sidewalk. There is no sidewalk connecting to this walk on the east side of Villa Drive out to our entrance.
3. We are requesting to pay into the woodland replacement tree fund for 51 trees in Phase 2 instead of doing plantings behind lots 27 thru 36. It has been determined that these proposed trees are too close to these homes. In addition, these homes back up to a significant woodland.

Thank you for your consideration.

Sincerely,

CAMBRIDGE OF NOVI, L.L.C.

A handwritten signature in black ink, appearing to read "Mark F. Guidobono".

Mark F. Guidobono



Land Donation Line

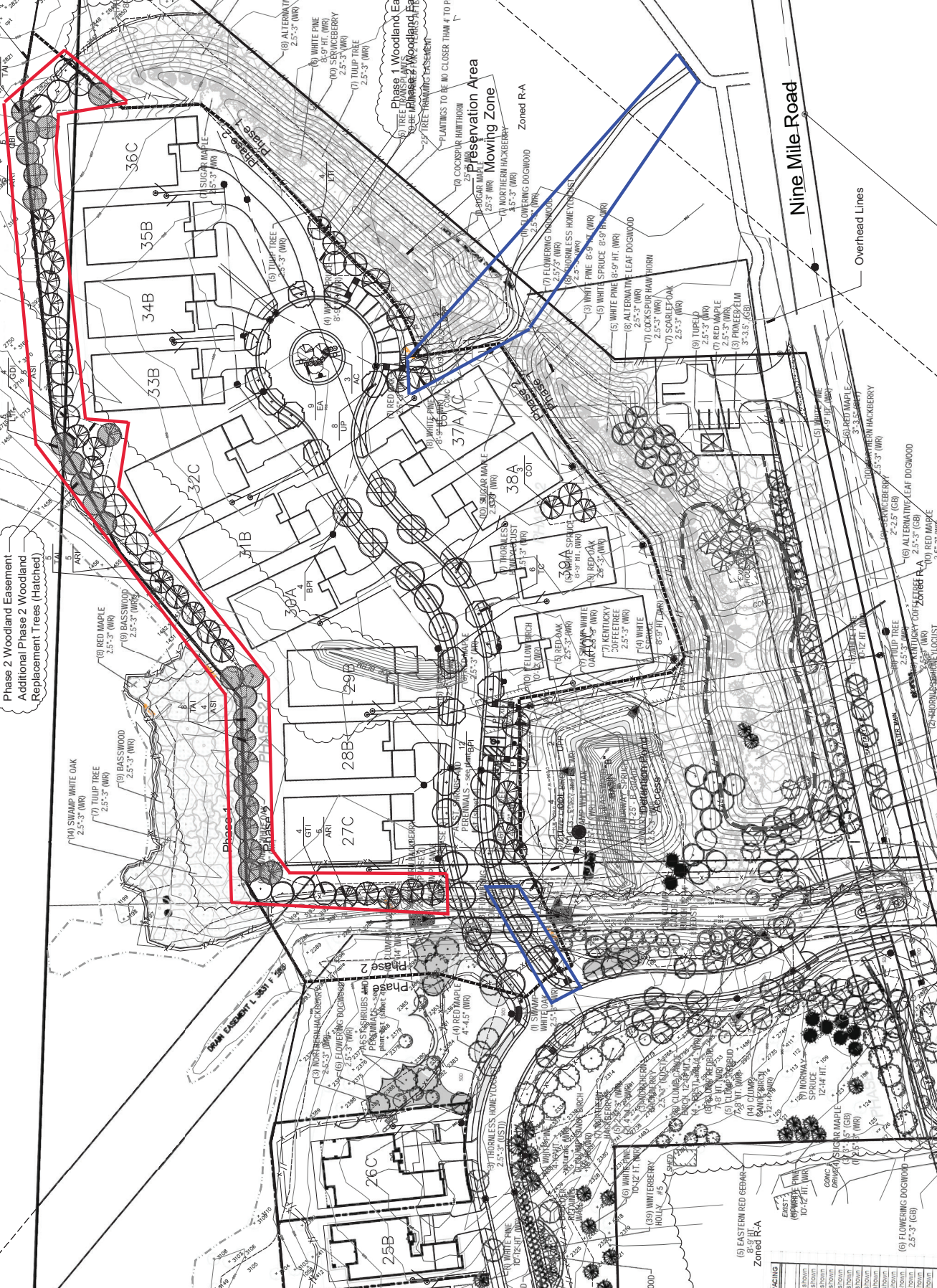
Nine Mile Road

Overhead Lines

Phase 2 Woodland Easement
Additional Phase 2 Woodland
Replacement Trees (Hatched)

Phase 1 Woodland Easement
Additional Phase 1 Woodland
Replacement Trees (Hatched)

Preservation Area
Mowing Zone



NO.	TYPE	SPACING
1	SWAMP WHITE OAK	8'-0" (WR)
2	RED MAPLE	25'-3" (WR)
3	TULIP TREE	25'-3" (WR)
4	BASSWOOD	25'-3" (WR)
5	SWAMP WHITE OAK	25'-3" (WR)
6	RED MAPLE	25'-3" (WR)
7	TULIP TREE	25'-3" (WR)
8	BASSWOOD	25'-3" (WR)
9	SWAMP WHITE OAK	25'-3" (WR)
10	RED MAPLE	25'-3" (WR)
11	TULIP TREE	25'-3" (WR)
12	BASSWOOD	25'-3" (WR)
13	SWAMP WHITE OAK	25'-3" (WR)
14	RED MAPLE	25'-3" (WR)
15	TULIP TREE	25'-3" (WR)
16	BASSWOOD	25'-3" (WR)
17	SWAMP WHITE OAK	25'-3" (WR)
18	RED MAPLE	25'-3" (WR)
19	TULIP TREE	25'-3" (WR)
20	BASSWOOD	25'-3" (WR)
21	SWAMP WHITE OAK	25'-3" (WR)
22	RED MAPLE	25'-3" (WR)
23	TULIP TREE	25'-3" (WR)
24	BASSWOOD	25'-3" (WR)
25	SWAMP WHITE OAK	25'-3" (WR)
26	RED MAPLE	25'-3" (WR)
27	TULIP TREE	25'-3" (WR)
28	BASSWOOD	25'-3" (WR)
29	SWAMP WHITE OAK	25'-3" (WR)
30	RED MAPLE	25'-3" (WR)
31	TULIP TREE	25'-3" (WR)
32	BASSWOOD	25'-3" (WR)
33	SWAMP WHITE OAK	25'-3" (WR)
34	RED MAPLE	25'-3" (WR)
35	TULIP TREE	25'-3" (WR)
36	BASSWOOD	25'-3" (WR)
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96	BASSWOOD	25'-3" (WR)
97	SWAMP WHITE OAK	25'-3" (WR)
98	RED MAPLE	25'-3" (WR)
99	TULIP TREE	25'-3" (WR)
100	BASSWOOD	25'-3" (WR)

June 25, 2022

To: Bob Gatt, Mayor
Mark Pehrson, Planning Commission Chairperson
From: Kevin and Denise Ball
49622 Villa Court
Novi, Mi

Re: Request by Cambridge of Novi, LLC, to eliminate the pedestrian sidewalk connecting Phase II of Terra subdivision to the ITC Trail

We are both recent retirees building our forever home in the Terra subdivision. We are very excited and eagerly await moving into our new home within the next few months.

Much of our time is spent with our two grandkids, Aria who is 4 years of age and Cairo who is 7. Having a place where our grandkids can play without excessive traffic or activity is very meaningful to us. That's one reason the gated community in Terra and the associated lack of heavy car/foot traffic was very appealing to us.

We feel that the pedestrian sidewalk would sharply increase the amount of foot and bike traffic through our subdivision thereby affecting the peace and tranquility we seek for ourselves and our grandkids.

Therefore, we support the request by Cambridge to eliminate the pedestrian sidewalk connection referenced above.

Yours respectfully,

Kevin and Denise



DR. ANN AND DR. DAVID RICHARDS
49460 VILLA DRIVE
NOVI, MI 48374-1908



TELEPHONE: (248) 766-4853

TELEPHONE: (734) 604-6418

E-MAIL: email@AnnRichards.net

E-MAIL: email@DaveRichards.net

June 23, 2022

City of Novi
Mayor, Bob Gatt
Planning Commission Chairperson, Mark Pehrson

As the homeowners of Lot 23 in Phase I of the Terra Subdivision, and having been made aware of the proposed elimination of the pedestrian connection sidewalk from Phase II of Terra to the ITC Trail, we concur with and support the request of Cambridge of Novi, LLC to do so.

Terra already has a sidewalk connecting our subdivision to the 'Trail' at our entrance. Thus, it is our opinion that a second connection, from the cul-de-sac (in Phase II) to the ITC Trail, is really not necessary. Furthermore, having an additional sidewalk connection there in the Phase II section would likely encourage walkers, joggers and cyclists to enter and tour our neighborhood on a much more constant basis.

Finally, having the landscape berm raised higher at the location of (and in lieu of) the proposed sidewalk connection there would likely help to shield the transmission towers and power lines from such prominent view within our neighborhood.

Thank you for your consideration,

Ann C. Richards

David L. Richards

Terra ITC trail connection



John Bebes <John.Bebes@plantemoran.com>

Today, 10:37 AM

Sheldon Rott ✓

↩ Reply ▼

Inbox

Flag for follow up. Start by Saturday, June 25, 2022. Due by Saturday, June 25, 2022.



Action Items



Sheldon –

I would appreciate if you would please forward the following email to the Mayor and Chairperson of the Planning Commission for the City of Novi.

Thanks for the assistance.

To: Mr. Bob Gatt, Mayor and Mr. Mark Pehrson, Planning Commission Chairperson

Gentlemen –

My wife and I are excited with our upcoming move into our new residence in Terra and becoming a part of the City of Novi community.

We support the request of Cambridge of Novi, LLC to eliminate the pedestrian connection sidewalk from Phase II of Terra to the ITC Trail. Our reasons for the support are as follows:

1. Raising the berm at the proposed sidewalk would help reduce the impact of the transmission towers and power lines above.
2. The sidewalk may encourage additional non-resident walkers and bike riders to tour our community on a consistent basis and reduce the level of desired privacy of our neighborhood. Additionally, these individuals already have the ability to enter Terra via the main entrance.
3. Terra already has a sidewalk connecting us to the ITC Trail at our main entrance. A second connection does not seem necessary.

Thank you for your consideration –

John and Marina Bebes, 49465 Villa Drive, Novi, MI 48375

This email, including any attachments, may contain confidential information and is intended solely for use by the

ITC path connector to Terra subdivision



DIANE DENNY <ddenny1234@comcast.net>

Yesterday, 8:18 AM

Sheldon Rott; Andy Denny <dennyal@comcast.net> ▾

↩ Reply ▾

Inbox

Flag for follow up. Start by Friday, June 24, 2022. Due by Friday, June 24, 2022.

To Whom It May Concern

We feel the walkway in front of the subdivision serves as an adequate pathway to access the ITC pathway and a second connector is not required

The proposed second path going thru the berm is redundant and takes away from the beauty of the subdivision

The berm also serves as a barrier to hide the eyesore of the power lines

Andy and Diane Denny
49484 Villa Drive
Novi MI 48374

Mayor, Bob Gatt

Planning Commission Chairperson, Mark Pehrson

I (we) support the request of Cambridge of Novi, LLC to eliminate the pedestrian connection sidewalk from Phase II of Terra to the ITC Trail. Our reasons for the request are stated below:

1. Raising the berm at the proposed sidewalk would help reduce the impact of the transmission towers and power lines above.
2. The sidewalk would encourage walkers and bike riders to tour our community on a constant basis.
3. Terra already has a sidewalk connecting us to the Trail at our entrance. A second connection is not necessary.

Thank you for your consideration,

NAME (s): Carleen Lunsford

TERRA ADDRESS: 49472 Villa Drive

6/22/2022

Mayor Bob Gatt

Planning Commission Chairperson, Mark Pehrson

We are in favor of eliminating the access point from the ITC Trail to Phase 2 of the Terra Development. We believe that allowing for this access to remain will result in excessive bike and walker traffic that will negatively impact our neighborhood. Since we have lived in Terra for over one year, we have a good understanding of the traffic flow.

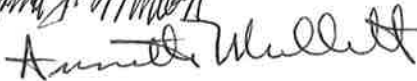
The existing access point through the main gate is sufficient to accommodate any Terra residents or other nonresidents who need to enter or exit the subdivision. We believe that this approach will allow for maximum enjoyment of the area for all parties involved.

We appreciate your flexibility and attention to this matter.

David Mullett



Annette Mullett



49438 Villa Drive

HIB - Sidewalks



Jean Lewis <jean@hibassociates.com>

Today, 12:21 PM

Sheldon Rott ✓

↩ Reply ▼

Inbox



Action Items



Hi Sheldon,

This email is verification that we (Howard and Jean Bleiwas) support the request of Cambridge of Novi, LLC to eliminate the pedestrian connection sidewalk from Phase II of Terra to the ITC Trail. Since we have moved into the sub (April 2022) we have seen an increase in traffic from walkers and individuals on bicycles. One of the main reasons we chose a gated community was to avoid unnecessary traffic (auto and pedestrian traffic) within the subdivision.

We request that you please pass our email along to the Novi Planning Commission for their consideration.

Thank you for your assistance with this matter.
Warmest Regards,

Howard and Jean Bleiwas
49599 Villa Drive (Lot 6)
Novi, MI 48374

Howard I. Bleiwas and Associates, CPA, PLLC



**39500 High Pointe Blvd., Suite 145
Novi, MI 48375
Ph: 248-380-1811 Fax: 248-380-1816
www.hibassociates.com**



IRS Circular 230 Disclosure: Any U.S. federal tax advice contained in this communication (including any attachments) was neither written nor intended by the sender to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another person any tax related matter.

The name and "signature block" of Howard Bleiwas and Associates and/or its staff in this electronic communication shall not be construed as the signature of the office or of any individual, unless that intention is clearly stated in the text of the communication.

This email contains information from Howard Bleiwas and Associates, which is confidential and/or privileged. The information is intended to be for the use of the individual(s) or entity(ies) to which the email is addressed. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this email in error, please notify us by telephone immediately at (248) 380-1811, return the email to the sender, and delete the email from your system (including from your trash).

To Mayor Bob Gatt and Planning Commission Chairperson Mark Pehrson,

I am writing you asking that the sidewalk directly connecting Phase 2 to the ITC trail in Terra be eliminated. As residents of Terra, we already have access to the ITC trail at the front entrance. This is a gated community and I feel that it is not appropriate to have open access for others not living there to access so openly.

Thank you for your consideration,

Amber DesJardin

A handwritten signature in black ink, appearing to read "Amber DesJardin". The signature is fluid and cursive, with the first name "Amber" written in a smaller, more compact script than the last name "DesJardin".

49362 Villa Court, Novi MI 48374

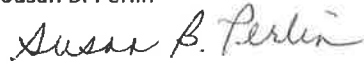
Mayor, Bob Gatt
Planning Commission Chairperson, Mark Peñrson

We support the request of Cambridge of Novi, LLC to eliminate the pedestrian connection sidewalk from Phase II of Terra to the ITC Trail. Our reasons for the request are stated below:

1. Raising the berm at the proposed sidewalk would help reduce the impact of the transmission towers and power lines above.
2. The sidewalk would encourage walkers and bike riders to tour our community on a constant basis.
3. Terra already has a sidewalk connecting us to the Trail at our entrance. A second connection is not necessary.

Thank you for your consideration.

Susan B. Perlin



Lawrence E. Perlin



49575 Villa Drive

June 24, 2022

Mayor, Bob Gatt
Planning Commission Chairperson, Mark Pehrson

We strongly support Cambridge of Novi, LLC's request to eliminate the pedestrian connection sidewalk from Terra Community's Phase II to the ITC trail.

We have made a significant investment in the City of Novi and in the new Terra community. Key points that drove our decision to purchase and build a custom home in Terra were the added security and safety of the small community size, the dead-end roads, and the gated entrance. These important features greatly reduce car, foot, and bicycle traffic.

The extra pedestrian connection sidewalk in Phase II is also misleading to ITC trail users, potentially leading them into the Terra community instead of continuing on the ITC trail.

At the gated entrance, there is a sidewalk connecting Terra to the ITC trail, so Terra Community homeowners can easily access the ITC Trail in both directions. The second connection in Phase II is redundant and not necessary.

We are also in agreement with raising the berm to help block the transmission towers and powerlines from view.

Thank you for your consideration in eliminating the pedestrian sidewalk from Phase II of Terra to the ITC trail.

Sincerely,



Thomas Busard



Diane Busard

Terra Community address:
Lot 19
49506 Villa Drive

ORIGINAL PRO AGREEMENT

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2019 MAR 22 AM 10:23

39787
LIBER 52674 PAGE 562
\$26.00 MISC RECORDING
CITY OF NOVI REZONING
CITY CLERK
03/28/2019 01:58:55 P.M. RECEIPT# 29975
PAID RECORDED - OAKLAND COUNTY
2019 APR 19 A 11:36
LISA BROWN, CLERK/REGISTER OF DEEDS

PLANNED REZONING OVERLAY (PRO) AGREEMENT
TERRA

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

RECITATIONS:

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

328

OK-AB

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

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

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

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

C. The following PRO Conditions shall apply to the Land and/or be undertaken by Developer:

1. Owner/Developer shall provide the following Public Improvements in connection with the development of the Land:

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

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

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

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

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

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

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

{Signatures begin on following page}

DEVELOPER

CAMBRIDGE OF NOVI, LLC, a Michigan limited liability company

By: 
Mark F. Guidobono - Its: Member
Rick Corrent, project manager


STATE OF MICHIGAN)

) ss

COUNTY OF OAKLAND)

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

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


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

CITY OF NOVI

By:

Robert J. Gatt
Robert J. Gatt, Mayor

By:

Cortney Hanson
Cortney Hanson, Clerk

STATE OF MICHIGAN)

) ss

COUNTY OF OAKLAND)

On this 4th day of MARCH, ~~2018~~ ²⁰¹⁹, before me appeared Mayor 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.

X Clerk

Marilyn S. Troutman

, Notary Public

County

Acting in _____ County

My commission expires:

Drafted by:

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

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

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

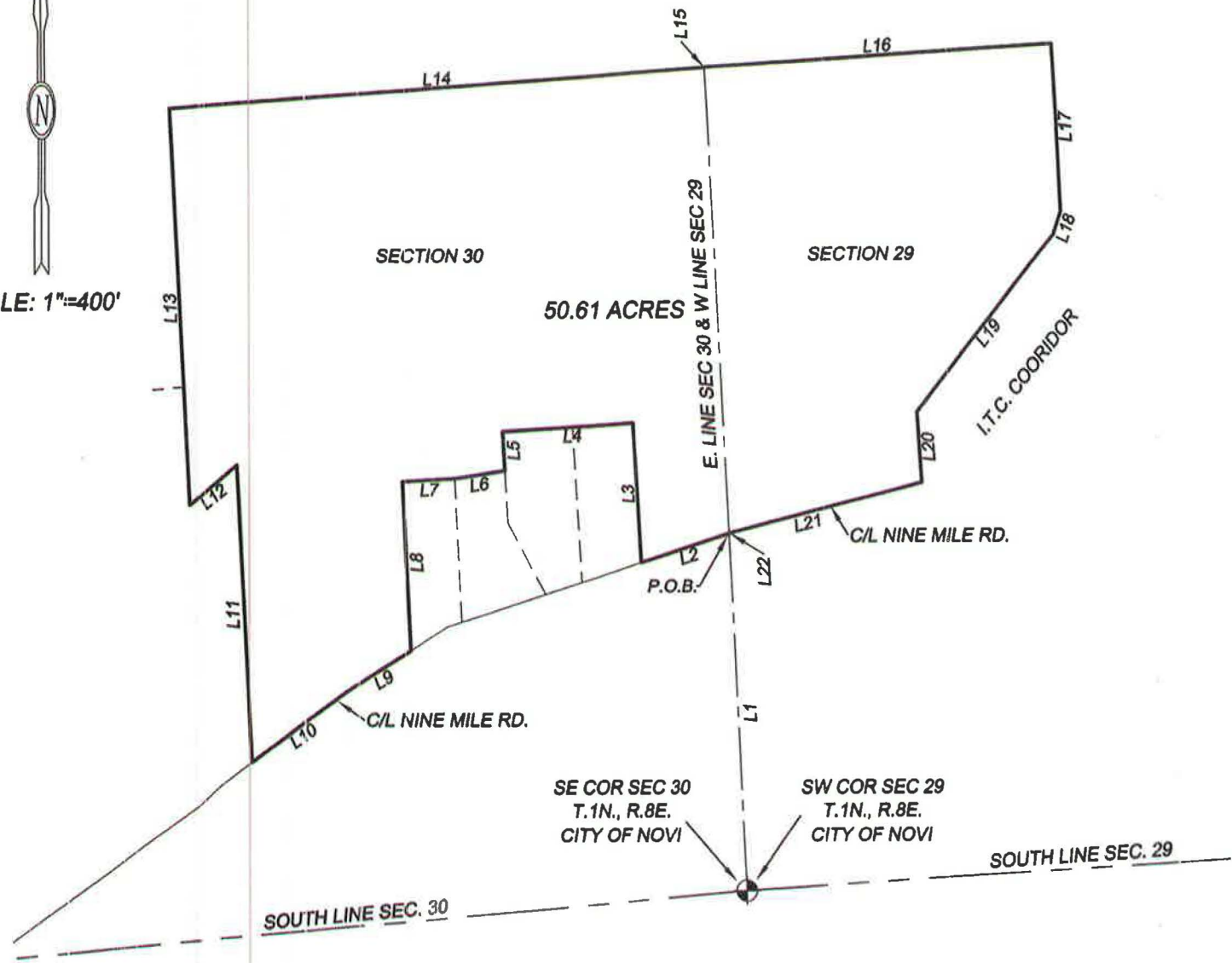
Exhibit A

Land

EXHIBIT "A"



SCALE: 1"=400'



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

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



Joseph C. Kapelczak

© 2019 JCK & ASSOCIATES, INC.

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

TERRA

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

EXHIBIT "A" TO THE PRO AGREEMENT



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

EXHIBIT "A"

DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF SECTION 30 AND PART OF THE SOUTHWEST 1/4 OF SECTION 29, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE C/L OF NINE MILE ROAD AND THE WEST LINE OF SECTION 30, ALSO BEING THE EAST LINE OF SECTION 29, SAID INTERSECTION BEING N 02°55'33" W, 856.10 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE S 72°10'25" W ALONG THE C/L OF NINE MILE ROAD, 225.47 FEET; THENCE N 03°29'24" W, 338.57 FEET; THENCE S 86°30'35" W, 324.26 FEET; THENCE S 03°29'25" E, 94.19 FEET; THENCE S 81°07'19" W, 123.77 FEET; THENCE S 87°09'55" W, 126.82 FEET; THENCE S 02°48'50" E, 410.12 FEET TO THE C/L OF NINE MILE ROAD; THENCE S 57°34'11" W ALONG THE C/L OF NINE MILE ROAD 181.85 FEET; THENCE S 53°31'53" W ALONG THE C/L OF NINE MILE ROAD, 288.11 FEET; THENCE N 02°57'55" W, 718.50 FEET; THENCE S 50°15'11" W, 152.36 FEET; THENCE N 02°57'42" W, 953.24 FEET; THENCE N 85°45'28" E, 1317.06 FEET TO THE WEST LINE OF SECTION 30, ALSO BEING THE EAST LINE OF SECTION 29; THENCE N 02°55'33" W ALONG SAID SECTION LINE 0.79 FEET; THENCE N 86°30'23" E, 851.95 FEET; THENCE S 03°01'41" E, 400.57 FEET; THENCE S 18°05'04" W, 59.92 FEET; THENCE S 38°22'03" W, 540.46 FEET; THENCE S 03°49'56" E, 169.15 FEET TO THE C/L OF NINE MILE ROAD; THENCE S 75°23'04" W ALONG THE C/L OF NINE MILE ROAD, 487.26 FEET TO THE WEST LINE OF SECTION 30, ALSO BEING THE EAST LINE OF SECTION 29, THENCE S 02°55'33" E ALONG SAID SECTION LINE 1.18 FEET TO THE POINT OF BEGINNING. CONTAINING 50.61 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

22-30-401-025 > SE 1/4 Sec. 30.
- 026

22-29-326-039 > SW 1/4 Sec. 29
- 040
- 041



Joseph C. Kapelczak

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Scale:

1"=400'

Date:

2/27/19

Job No.:

10522

Pl. No.:

20#2

TERRA

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

EXHIBIT "A" TO THE
PRO AGREEMENT



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

Exhibit B

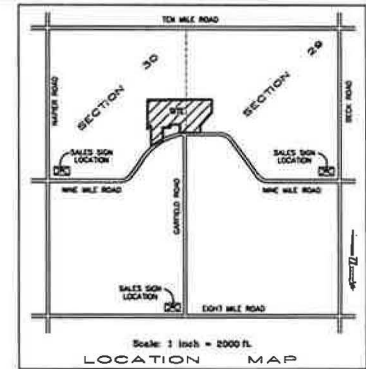
PRO Plan

PLANNED REZONING OVERLAY (PRO) PLAN

VILLA D'ESTE

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

PREPARED FOR:
CAMBRIDGE COMPANIES
47765 BELLAGIO DR.
NORTHVILLE, MICHIGAN 48167
PHONE: 248.248.3800



LEGAL DESCRIPTION:
PART OF THE UNDIVIDED EASE OF SECTION 30 AND THE SOUTHWEST 1/4 OF SECTION 29, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT A POINT LOCATED 100.70 FEET WEST AND 100.70 FEET NORTH OF THE CENTER LINE OF 9 MILE ROAD AND THE SOUTH LINE OF SECTION 30 AND CONTINUING ALONG SAID CENTER LINE NORTHERLY 86.30 FEET AND ALONG SAID CENTER LINE N30°31'15.50" E 95.50 FEET FROM THE SOUTH-WEST CORNER OF SECTION 30 THENCE N62°52'15.00" E 130.00 FEET THENCE S61°15'10.00" E 120.00 FEET TO THE EAST LINE OF EVERGREEN ESTATES CONDOMINIUM PLAN NO. 188 AS RECORDED IN LIVER TRUST INSTRUMENT THROUGH THE OAKLAND COUNTY REGISTER. THENCE CONTINUING ALONG THE EAST LINE OF EVERGREEN ESTATES N62°52'15.00" E 130.00 FEET TO THE NORTHEAST CORNER OF EVERGREEN ESTATES. THENCE N42°02'15.00" E 66.00 FEET THENCE N67°43'45.00" E 111.00 FEET TO THE EAST LINE OF SECTION 30 ALSO BEING THE WEST LINE OF SECTION 29 THENCE ALONG SAID LINE S82°33'30.00" W 74.50 FEET THENCE N67°43'45.00" E 111.00 FEET TO THE WEST LINE OF THE INTERNATIONAL TRANSMISSION COMPANY CONDUIT. THENCE ALONG THE WESTERN LINE OF THE INTERNATIONAL TRANSMISSION COMPANY CONDUIT FOR THE FOLLOWING COURSES: S01°14'45.00" E 100.00 FEET AND S 81°54'50.00" E 100.00 FEET AND S02°21'30.00" E 100.00 FEET AND 100.00 FEET TO THE NORTH CENTER LINE OF 9 MILE ROAD. THENCE ALONG SAID CENTER LINE S 71°23'50.00" W 487.00 FEET TO THE WEST LINE OF SECTION 30 AS COMMON WITH THE EAST LINE OF SECTION 30. THENCE S01°15'10.00" E 118 FEET ALONG THE SECTION LINE COMMON TO SECTIONS 29 AND 30 THENCE ALONG THE NORTHERN CENTER LINE OF 9 MILE ROAD S77°12'29.00" W 225.47 FEET AND N04°10'45.00" E 637.01 FEET TO THE WEST LINE OF SECTION 29. THENCE S01°15'10.00" E 118 FEET THENCE S02°07'30.00" W 100.00 FEET THENCE S02°07'30.00" W 100.00 FEET TO THE POINT OF BEGINNING CONTAINING 90.61 ACRES AND SUBJECT TO THE RIGHTS OF THE PUBLIC ON 9 MILE ROAD.

SITE BENCHMARKS:
CITY OF NOVI BM #3041
962.14
NORTH FLANGE BOLT ON FIRE HYDRANT LOCATED 160 FEET SOUTHWEST OF INTERSECTION OF EVERGREEN ESTATES AND 9 MILE ROAD.
CITY OF NOVI BM #3042
963.43
SANITARY MANHOLE LOCATED IN FRONT ON WEST SIDE OF #48750 9 MILE ROAD.
CITY OF NOVI BM #3043
FOUND CUT BOX ON THE WEST END OF A CONCRETE HEADWALL OVER A NORTH TO SOUTH FLOWING DRAIN AT THE INTERSECTIONS OF 9 MILE AND GARFIELD.

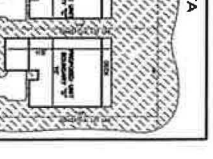
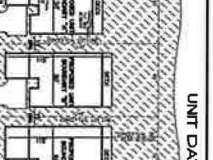
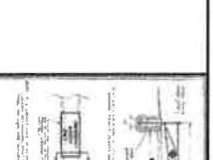
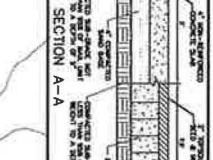
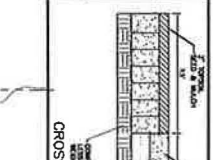
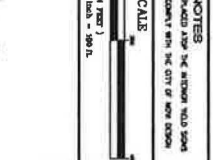
ENGINEER'S SEAL	REVISIONS												
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	NO.	DATE	DESCRIPTION										
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	2	01-14-11	ISSUED										
3	01-14-11	ISSUED											
PREPARED BY: A.A. CHECKED BY: P.M. DATE: 01/14/11 DRAWING FILE: 11-000-11													
COVER SHEET													
SHEET 1													

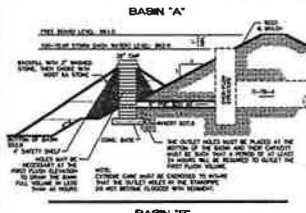
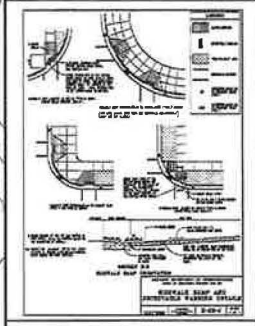
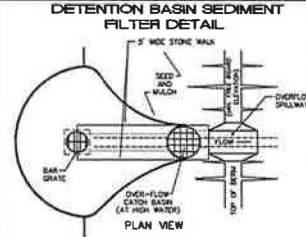
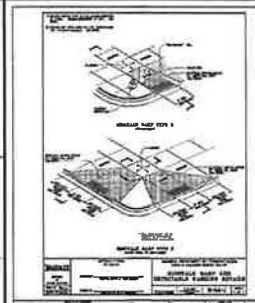
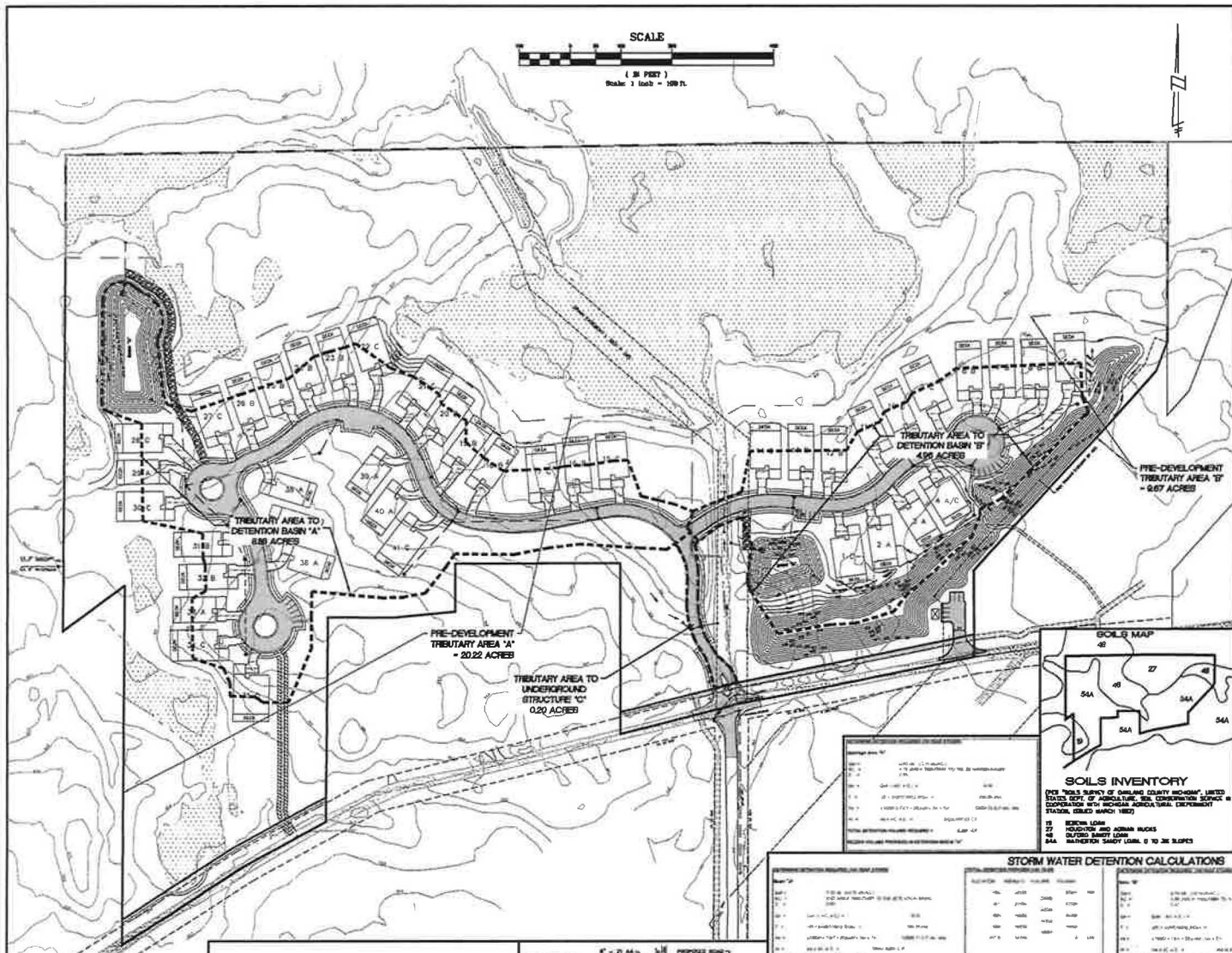
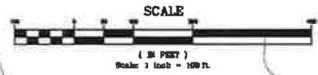
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4	0.000	0.000	0.000
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97	0.000	0.000	0.000
98	0.000	0.000	0.000
99	0.000	0.000	0.000
100	0.000	0.000	0.000
TOTAL:	11.281	0.000	0.000

SYMBOL	DESCRIPTION	QUANTITY
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2	STREET NUMBER SIGN	1
3	STREET LIGHT	1
4	STREET LIGHT	1
5	STREET LIGHT	1
6	STREET LIGHT	1
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98	STREET LIGHT	1
99	STREET LIGHT	1
100	STREET LIGHT	1

SCAVENGE NOTES

- STREET NAME SIGN SHALL BE PLACED AT THE INTERSECTION WITH SIGNAGE.
- ALL STREET NAME SIGN SHALL COMPLY WITH THE CITY OF MOBILE SPECIFICATIONS.



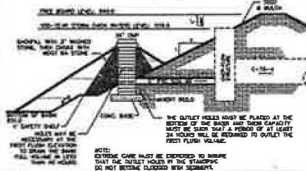


C-Factor Determination for Basin "A"
Tributary Area = 8.88 Ac.

Impervious Area:	
Roofs =	3.28 Ac.
Driveways and Garages =	1.22 Ac.
Patios and Driveways =	4.38 Ac. at C = 0.98
Factorial Area =	4.82 Ac. at C = 0.98
Loss Water:	2.32 Ac. at C = 1.00
C Avg. = 0.93	

C-Factor Determination for Basin "B"
Tributary Area = 4.36 Ac.

Impervious Area:	
Roofs =	0.24 Ac.
Driveways and Garages =	2.52 Ac.
Patios and Driveways =	1.60 Ac. at C = 0.98
Factorial Area =	3.36 Ac. at C = 0.98
Loss Water:	0.96 Ac. at C = 1.00
C Avg. = 0.97	



SOILS INVENTORY
FOR "VILLA NESTE OF OAKLAND COUNTY MICHIGAN", LIMITED TO THE CITY OF MARSHBURGH, THE CONSTRUCTION SERVICE IN COOPERATION WITH MICHIGAN AGRICULTURAL EXPERIMENT STATION, (FIELD SURVEY 1982)

15. BROWN LOAM
16. RED BROWN AND BROWN MUDS
17. DUFFY SANDY LOAM
18A. MARCHESY SANDY LOAM, 0 TO 2% SLOPES

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

PEAK FLOW RUNOFF CALCULATIONS
PEAK FLOW RUNOFF CALCULATIONS

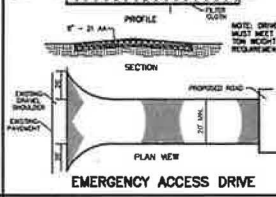
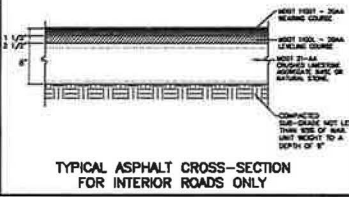
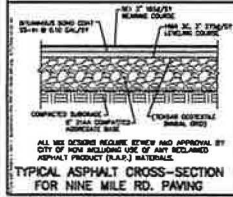
1.156 cfs = 279.88 cfs + 30.74 cfs

1.156 cfs = 279.88 cfs + 30.74 cfs

1.156 cfs = 279.88 cfs + 30.74 cfs

STORM WATER DETENTION CALCULATIONS

Basin #	Area (Ac)	Volume (cu ft)	Retention Time (min)
Basin A	8.88	1,100,000	15
Basin B	4.36	500,000	15



VILLA NESTE
SECTION 29/30, TOWN 1 NORTH, RANGE 9 EAST
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

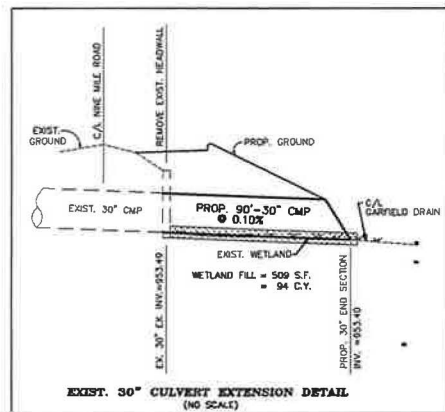
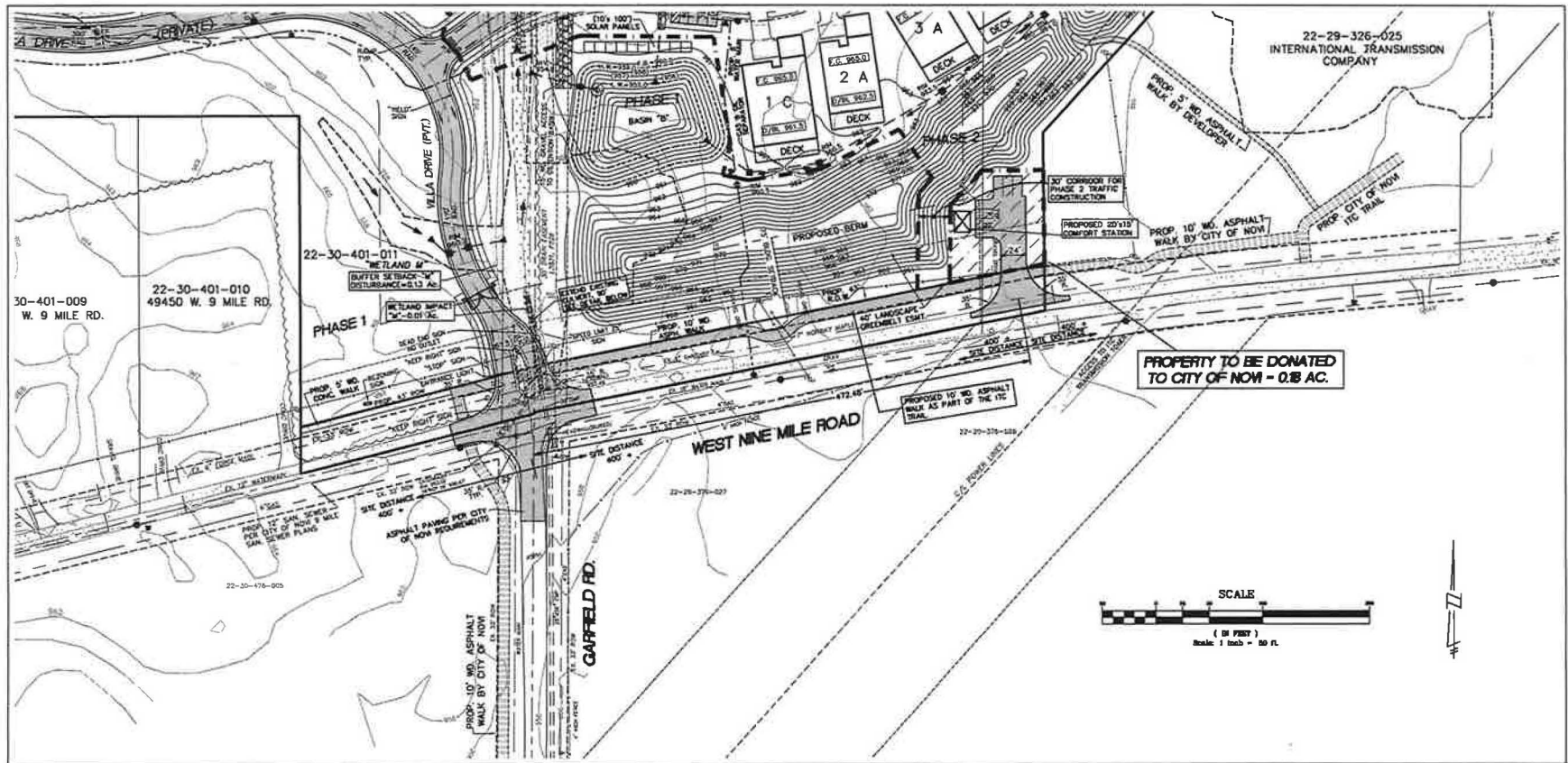
REVISIONS

NO.	DATE	DESCRIPTION
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2	8-2-17	ISSUE FOR PERMITS
3	8-2-17	ISSUE FOR PERMITS
4	8-2-17	ISSUE FOR PERMITS
5	8-2-17	ISSUE FOR PERMITS
6	8-2-17	ISSUE FOR PERMITS

STORM WATER MANAGEMENT PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MANCINI DRIVE • SUITE 10 • BENTONVILLE, AR • 67077
PH: 485.268.3333 FAX: 485.268.3333

SHEET 3



VILLA D'ESTE	
SECTION 29/30, TOWN 1 NORTH, RANGE 8 EAST CITY OF NOVI, GARLAND COUNTY, MICHIGAN	
DATE: 08-6-18 (REVISED BY A.A. FOR HOOKUP 11-200) (CHECKED BY P.E. FRANKS DATE 11-200-07410)	
REVISIONS	
NO.	REV.
1	Submittal to City
2	11-2-18
ENTRANCE BLVD. PLAN	
SEIBER, KEAST ENGINEERING, L.L.C.	
CONSULTING ENGINEERS 100 MANICENTRE • SUITE 10 • KNOXVILLE, TN • 37907 PHONE: 248.308.3331 EMAIL: info@seiberkeast.com	
SHEET 4	



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

- Trees within Woodland Were not Surveyed
- Approximately 100 Trees per Acre
- 7.2 Acres
- Approximately 720 Trees within Woodland

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

Key
 X Damages Removed
 See Sheets W-3 through W-5 for Woodland List



Seal:

Title:
Woodland Plan

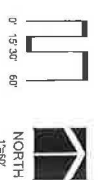
Project:
**Villa D'Este
 Novi, MI**

Prepared for:
 Cambridge Homes
 47755 Dequigo
 Novi, Michigan 48167

Revision:	Issued:
Submitted August 13, 2018	August 13, 2018
Reviewed August 7, 2018	August 13, 2018
Revised August 13, 2018	August 13, 2018
Approved August 13, 2018	August 13, 2018

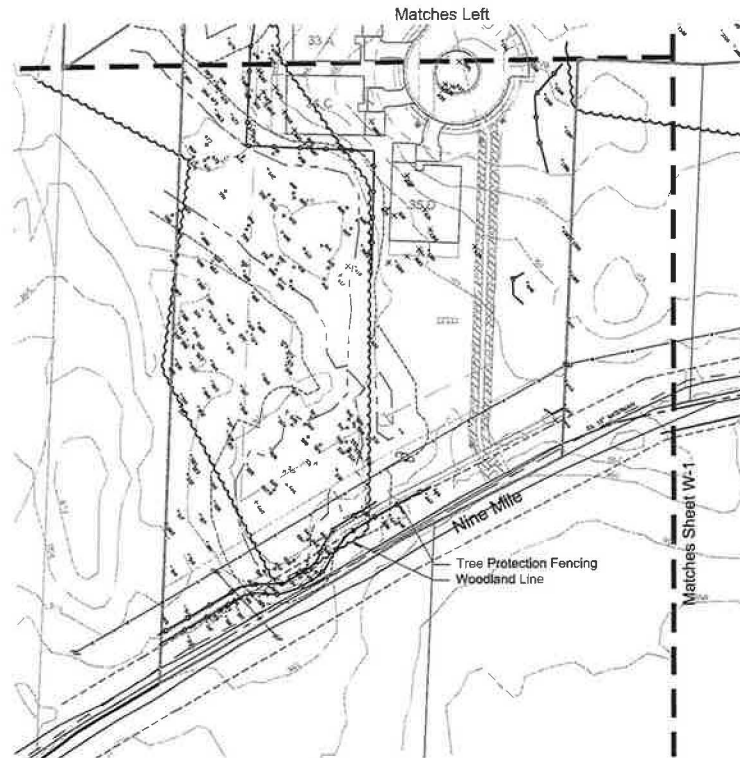
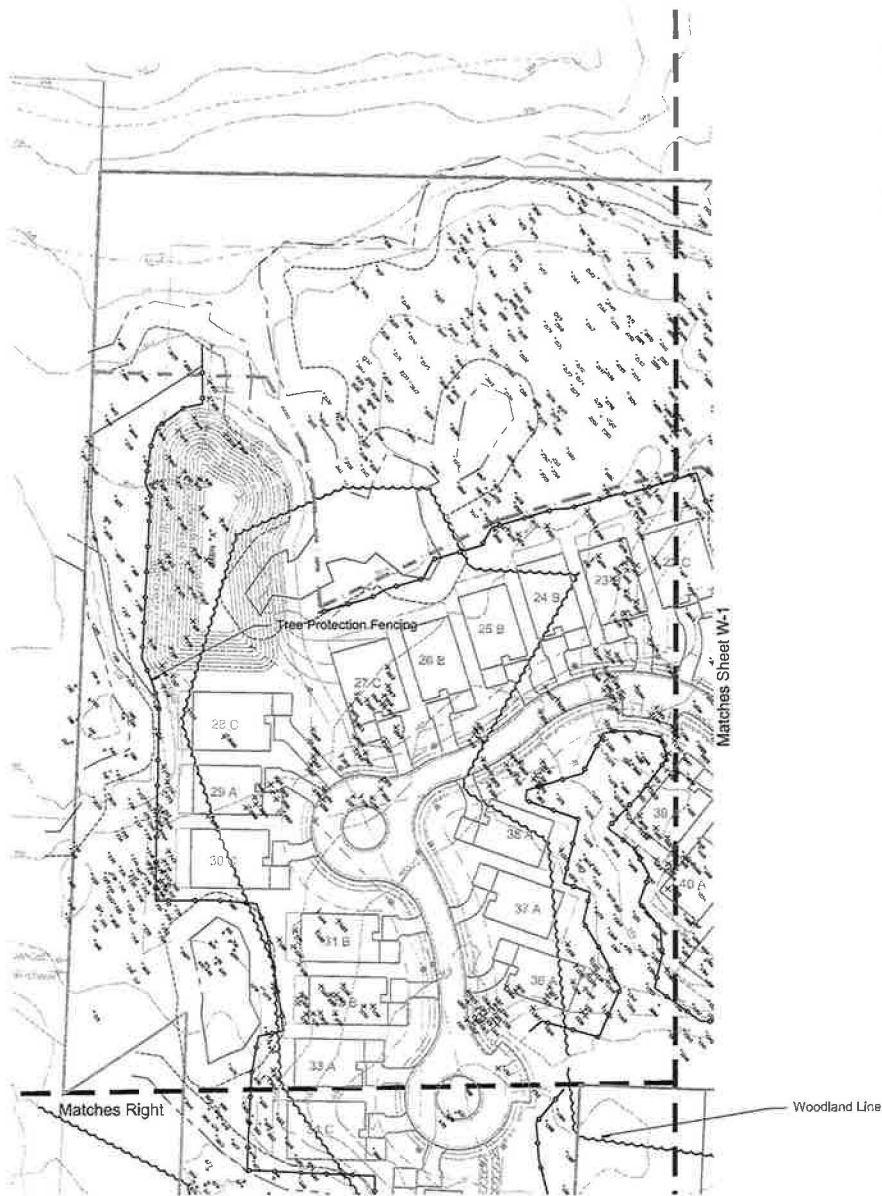
Job Number:
 16208

Drawn By: [Signature] Checked By: [Signature]



Sheet No.





Seal: _____



Title: _____
Woodland Plan

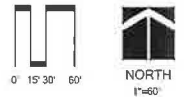
Project: _____
**Villa D'Este
 Novi, MI**

Prepared for: _____
 Cambridge Homes
 47765 Bellagio
 Northville, Michigan 48167

Revision:	Issued:
Submittal	April 11, 2018
Revised	June 7, 2017
Revised	August 13, 2018
Revised	August 14, 2018
Revised	August 22, 2018

Job Number: _____
 16-008

Drawn By: _____ Checked By: _____
 jon jak



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



Sheet No. _____

W-2

Tree List

Tree #	Species	Common Name	Measurements	Condition	Location	Notes
1	Red Oak	Red Oak	12" DBH	Good	Front Yard	Remove
2	White Oak	White Oak	10" DBH	Good	Back Yard	Remove
3	Red Oak	Red Oak	8" DBH	Good	Front Yard	Remove
4	White Oak	White Oak	6" DBH	Good	Back Yard	Remove
5	Red Oak	Red Oak	14" DBH	Good	Front Yard	Remove
6	White Oak	White Oak	11" DBH	Good	Back Yard	Remove
7	Red Oak	Red Oak	9" DBH	Good	Front Yard	Remove
8	White Oak	White Oak	7" DBH	Good	Back Yard	Remove
9	Red Oak	Red Oak	13" DBH	Good	Front Yard	Remove
10	White Oak	White Oak	10" DBH	Good	Back Yard	Remove
11	Red Oak	Red Oak	8" DBH	Good	Front Yard	Remove
12	White Oak	White Oak	6" DBH	Good	Back Yard	Remove
13	Red Oak	Red Oak	15" DBH	Good	Front Yard	Remove
14	White Oak	White Oak	12" DBH	Good	Back Yard	Remove
15	Red Oak	Red Oak	10" DBH	Good	Front Yard	Remove
16	White Oak	White Oak	8" DBH	Good	Back Yard	Remove
17	Red Oak	Red Oak	11" DBH	Good	Front Yard	Remove
18	White Oak	White Oak	9" DBH	Good	Back Yard	Remove
19	Red Oak	Red Oak	13" DBH	Good	Front Yard	Remove
20	White Oak	White Oak	10" DBH	Good	Back Yard	Remove
21	Red Oak	Red Oak	8" DBH	Good	Front Yard	Remove
22	White Oak	White Oak	6" DBH	Good	Back Yard	Remove
23	Red Oak	Red Oak	14" DBH	Good	Front Yard	Remove
24	White Oak	White Oak	11" DBH	Good	Back Yard	Remove
25	Red Oak	Red Oak	9" DBH	Good	Front Yard	Remove
26	White Oak	White Oak	7" DBH	Good	Back Yard	Remove
27	Red Oak	Red Oak	12" DBH	Good	Front Yard	Remove
28	White Oak	White Oak	9" DBH	Good	Back Yard	Remove
29	Red Oak	Red Oak	10" DBH	Good	Front Yard	Remove
30	White Oak	White Oak	8" DBH	Good	Back Yard	Remove
31	Red Oak	Red Oak	11" DBH	Good	Front Yard	Remove
32	White Oak	White Oak	9" DBH	Good	Back Yard	Remove
33	Red Oak	Red Oak	13" DBH	Good	Front Yard	Remove
34	White Oak	White Oak	10" DBH	Good	Back Yard	Remove
35	Red Oak	Red Oak	8" DBH	Good	Front Yard	Remove
36	White Oak	White Oak	6" DBH	Good	Back Yard	Remove
37	Red Oak	Red Oak	15" DBH	Good	Front Yard	Remove
38	White Oak	White Oak	12" DBH	Good	Back Yard	Remove
39	Red Oak	Red Oak	10" DBH	Good	Front Yard	Remove
40	White Oak	White Oak	8" DBH	Good	Back Yard	Remove
41	Red Oak	Red Oak	11" DBH	Good	Front Yard	Remove
42	White Oak	White Oak	9" DBH	Good	Back Yard	Remove
43	Red Oak	Red Oak	13" DBH	Good	Front Yard	Remove
44	White Oak	White Oak	10" DBH	Good	Back Yard	Remove
45	Red Oak	Red Oak	8" DBH	Good	Front Yard	Remove
46	White Oak	White Oak	6" DBH	Good	Back Yard	Remove
47	Red Oak	Red Oak	14" DBH	Good	Front Yard	Remove
48	White Oak	White Oak	11" DBH	Good	Back Yard	Remove
49	Red Oak	Red Oak	9" DBH	Good	Front Yard	Remove
50	White Oak	White Oak	7" DBH	Good	Back Yard	Remove
51	Red Oak	Red Oak	12" DBH	Good	Front Yard	Remove
52	White Oak	White Oak	9" DBH	Good	Back Yard	Remove
53	Red Oak	Red Oak	10" DBH	Good	Front Yard	Remove
54	White Oak	White Oak	8" DBH	Good	Back Yard	Remove
55	Red Oak	Red Oak	11" DBH	Good	Front Yard	Remove
56	White Oak	White Oak	9" DBH	Good	Back Yard	Remove
57	Red Oak	Red Oak	13" DBH	Good	Front Yard	Remove
58	White Oak	White Oak	10" DBH	Good	Back Yard	Remove
59	Red Oak	Red Oak	8" DBH	Good	Front Yard	Remove
60	White Oak	White Oak	6" DBH	Good	Back Yard	Remove
61	Red Oak	Red Oak	15" DBH	Good	Front Yard	Remove
62	White Oak	White Oak	12" DBH	Good	Back Yard	Remove
63	Red Oak	Red Oak	10" DBH	Good	Front Yard	Remove
64	White Oak	White Oak	8" DBH	Good	Back Yard	Remove
65	Red Oak	Red Oak	11" DBH	Good	Front Yard	Remove
66	White Oak	White Oak	9" DBH	Good	Back Yard	Remove
67	Red Oak	Red Oak	13" DBH	Good	Front Yard	Remove
68	White Oak	White Oak	10" DBH	Good	Back Yard	Remove
69	Red Oak	Red Oak	8" DBH	Good	Front Yard	Remove
70	White Oak	White Oak	6" DBH	Good	Back Yard	Remove
71	Red Oak	Red Oak	14" DBH	Good	Front Yard	Remove
72	White Oak	White Oak	11" DBH	Good	Back Yard	Remove
73	Red Oak	Red Oak	9" DBH	Good	Front Yard	Remove
74	White Oak	White Oak	7" DBH	Good	Back Yard	Remove
75	Red Oak	Red Oak	12" DBH	Good	Front Yard	Remove
76	White Oak	White Oak	9" DBH	Good	Back Yard	Remove
77	Red Oak	Red Oak	10" DBH	Good	Front Yard	Remove
78	White Oak	White Oak	8" DBH	Good	Back Yard	Remove
79	Red Oak	Red Oak	11" DBH	Good	Front Yard	Remove
80	White Oak	White Oak	9" DBH	Good	Back Yard	Remove
81	Red Oak	Red Oak	13" DBH	Good	Front Yard	Remove
82	White Oak	White Oak	10" DBH	Good	Back Yard	Remove
83	Red Oak	Red Oak	8" DBH	Good	Front Yard	Remove
84	White Oak	White Oak	6" DBH	Good	Back Yard	Remove
85	Red Oak	Red Oak	15" DBH	Good	Front Yard	Remove
86	White Oak	White Oak	12" DBH	Good	Back Yard	Remove
87	Red Oak	Red Oak	10" DBH	Good	Front Yard	Remove
88	White Oak	White Oak	8" DBH	Good	Back Yard	Remove
89	Red Oak	Red Oak	11" DBH	Good	Front Yard	Remove
90	White Oak	White Oak	9" DBH	Good	Back Yard	Remove
91	Red Oak	Red Oak	13" DBH	Good	Front Yard	Remove
92	White Oak	White Oak	10" DBH	Good	Back Yard	Remove
93	Red Oak	Red Oak	8" DBH	Good	Front Yard	Remove
94	White Oak	White Oak	6" DBH	Good	Back Yard	Remove
95	Red Oak	Red Oak	14" DBH	Good	Front Yard	Remove
96	White Oak	White Oak	11" DBH	Good	Back Yard	Remove
97	Red Oak	Red Oak	9" DBH	Good	Front Yard	Remove
98	White Oak	White Oak	7" DBH	Good	Back Yard	Remove
99	Red Oak	Red Oak	12" DBH	Good	Front Yard	Remove
100	White Oak	White Oak	9" DBH	Good	Back Yard	Remove

ALLEN DESIGN
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Title:
Woodland List

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

Prepared for:
 Castle Homes
 4785 E. 13th St
 Novi, Michigan 48117

Revision: Issued:
 Station: April 17, 2018
 Revised: August 14, 2018
 Printed: August 22, 2018

Job Number:
 10000
 Drawn By: Checked By:
 JH JH


Sheet No.
W-3

Important Note:
 This set of plans was prepared by the architect and is not to be used for construction without the architect's approval. This is not a contract document. It is a representation of the architect's design.

Tree List

Tree #	Species	Common Name	Height	DBH	Condition	Notes
1	Red Oak	Red Oak	12'	4"	Good	
2	White Oak	White Oak	10'	3"	Good	
3	Red Oak	Red Oak	15'	5"	Good	
4	White Oak	White Oak	11'	4"	Good	
5	Red Oak	Red Oak	13'	4.5"	Good	
6	White Oak	White Oak	9'	3.5"	Good	
7	Red Oak	Red Oak	14'	5.5"	Good	
8	White Oak	White Oak	10.5'	4.5"	Good	
9	Red Oak	Red Oak	12.5'	4.5"	Good	
10	White Oak	White Oak	11.5'	4.5"	Good	
11	Red Oak	Red Oak	13.5'	5.5"	Good	
12	White Oak	White Oak	10.5'	4.5"	Good	
13	Red Oak	Red Oak	12.5'	5.5"	Good	
14	White Oak	White Oak	11.5'	4.5"	Good	
15	Red Oak	Red Oak	13.5'	5.5"	Good	
16	White Oak	White Oak	10.5'	4.5"	Good	
17	Red Oak	Red Oak	12.5'	5.5"	Good	
18	White Oak	White Oak	11.5'	4.5"	Good	
19	Red Oak	Red Oak	13.5'	5.5"	Good	
20	White Oak	White Oak	10.5'	4.5"	Good	
21	Red Oak	Red Oak	12.5'	5.5"	Good	
22	White Oak	White Oak	11.5'	4.5"	Good	
23	Red Oak	Red Oak	13.5'	5.5"	Good	
24	White Oak	White Oak	10.5'	4.5"	Good	
25	Red Oak	Red Oak	12.5'	5.5"	Good	
26	White Oak	White Oak	11.5'	4.5"	Good	
27	Red Oak	Red Oak	13.5'	5.5"	Good	
28	White Oak	White Oak	10.5'	4.5"	Good	
29	Red Oak	Red Oak	12.5'	5.5"	Good	
30	White Oak	White Oak	11.5'	4.5"	Good	
31	Red Oak	Red Oak	13.5'	5.5"	Good	
32	White Oak	White Oak	10.5'	4.5"	Good	
33	Red Oak	Red Oak	12.5'	5.5"	Good	
34	White Oak	White Oak	11.5'	4.5"	Good	
35	Red Oak	Red Oak	13.5'	5.5"	Good	
36	White Oak	White Oak	10.5'	4.5"	Good	
37	Red Oak	Red Oak	12.5'	5.5"	Good	
38	White Oak	White Oak	11.5'	4.5"	Good	
39	Red Oak	Red Oak	13.5'	5.5"	Good	
40	White Oak	White Oak	10.5'	4.5"	Good	
41	Red Oak	Red Oak	12.5'	5.5"	Good	
42	White Oak	White Oak	11.5'	4.5"	Good	
43	Red Oak	Red Oak	13.5'	5.5"	Good	
44	White Oak	White Oak	10.5'	4.5"	Good	
45	Red Oak	Red Oak	12.5'	5.5"	Good	
46	White Oak	White Oak	11.5'	4.5"	Good	
47	Red Oak	Red Oak	13.5'	5.5"	Good	
48	White Oak	White Oak	10.5'	4.5"	Good	
49	Red Oak	Red Oak	12.5'	5.5"	Good	
50	White Oak	White Oak	11.5'	4.5"	Good	
51	Red Oak	Red Oak	13.5'	5.5"	Good	
52	White Oak	White Oak	10.5'	4.5"	Good	
53	Red Oak	Red Oak	12.5'	5.5"	Good	
54	White Oak	White Oak	11.5'	4.5"	Good	
55	Red Oak	Red Oak	13.5'	5.5"	Good	
56	White Oak	White Oak	10.5'	4.5"	Good	
57	Red Oak	Red Oak	12.5'	5.5"	Good	
58	White Oak	White Oak	11.5'	4.5"	Good	
59	Red Oak	Red Oak	13.5'	5.5"	Good	
60	White Oak	White Oak	10.5'	4.5"	Good	
61	Red Oak	Red Oak	12.5'	5.5"	Good	
62	White Oak	White Oak	11.5'	4.5"	Good	
63	Red Oak	Red Oak	13.5'	5.5"	Good	
64	White Oak	White Oak	10.5'	4.5"	Good	
65	Red Oak	Red Oak	12.5'	5.5"	Good	
66	White Oak	White Oak	11.5'	4.5"	Good	
67	Red Oak	Red Oak	13.5'	5.5"	Good	
68	White Oak	White Oak	10.5'	4.5"	Good	
69	Red Oak	Red Oak	12.5'	5.5"	Good	
70	White Oak	White Oak	11.5'	4.5"	Good	
71	Red Oak	Red Oak	13.5'	5.5"	Good	
72	White Oak	White Oak	10.5'	4.5"	Good	
73	Red Oak	Red Oak	12.5'	5.5"	Good	
74	White Oak	White Oak	11.5'	4.5"	Good	
75	Red Oak	Red Oak	13.5'	5.5"	Good	
76	White Oak	White Oak	10.5'	4.5"	Good	
77	Red Oak	Red Oak	12.5'	5.5"	Good	
78	White Oak	White Oak	11.5'	4.5"	Good	
79	Red Oak	Red Oak	13.5'	5.5"	Good	
80	White Oak	White Oak	10.5'	4.5"	Good	
81	Red Oak	Red Oak	12.5'	5.5"	Good	
82	White Oak	White Oak	11.5'	4.5"	Good	
83	Red Oak	Red Oak	13.5'	5.5"	Good	
84	White Oak	White Oak	10.5'	4.5"	Good	
85	Red Oak	Red Oak	12.5'	5.5"	Good	
86	White Oak	White Oak	11.5'	4.5"	Good	
87	Red Oak	Red Oak	13.5'	5.5"	Good	
88	White Oak	White Oak	10.5'	4.5"	Good	
89	Red Oak	Red Oak	12.5'	5.5"	Good	
90	White Oak	White Oak	11.5'	4.5"	Good	
91	Red Oak	Red Oak	13.5'	5.5"	Good	
92	White Oak	White Oak	10.5'	4.5"	Good	
93	Red Oak	Red Oak	12.5'	5.5"	Good	
94	White Oak	White Oak	11.5'	4.5"	Good	
95	Red Oak	Red Oak	13.5'	5.5"	Good	
96	White Oak	White Oak	10.5'	4.5"	Good	
97	Red Oak	Red Oak	12.5'	5.5"	Good	
98	White Oak	White Oak	11.5'	4.5"	Good	
99	Red Oak	Red Oak	13.5'	5.5"	Good	
100	White Oak	White Oak	10.5'	4.5"	Good	

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Seal: 

Title: **Woodland List**

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

Prepared for: **Candlish-Hornes**
 4700 W. 13th Ave
 Northville, Michigan 48167

Revision: **Issued:**
 Submittal April 17, 2018
 Revised August 13, 2018
 Revised August 22, 2018

Job Number: **1000**

Drawn By: **JA** Checked By: **JA**

Sheet No. **W-4**

Remarks:

- Tree to be saved
- Tree to be removed (cut) at a weekend
- Tree to be removed in a separate
- woodcut and mill by reserved
- tree or retained on site
- at a weekend only.

Tree List

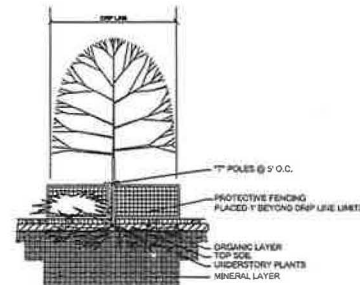
Tag #	Diameter	Common Name	Botanical Name	Condition	Remarks	Required Replacement	Credits
3185	9	American Elm	Ulmus americana	Good	Remove	1	
3186	10	American Elm	Ulmus americana	Good	Remove	1	
3187	8	Silver Maple	Acer saccharinum	Good	Extract		
3188	10	American Elm	Ulmus americana	Good	Remove	1	
3189	21	Eastern Cottonwood	Populus deltoides	Good	Save		
3191	12	Silver Maple	Acer saccharinum	Good	Save		
3192	10	Silver Maple	Acer saccharinum	Good	Save		
3193	10	Silver Maple	Acer saccharinum	Good	Save		
3194	15	Silver Maple	Acer saccharinum	Good	Save		
3195	16	Silver Maple	Acer saccharinum	Good	Save		
3196	18	Silver Maple	Acer saccharinum	Good	Save		
Woodland Replacements Required						1029	
Woodland Credits							137

Woodland Summary

Total Trees Surveyed	1,353 Trees
Un-Surveyed Trees in Woodland	720 Trees
Surveyed Trees in Land Donation	418 Trees
Less Non-Regulated Trees:	
Exempt Trees	125 Trees
Net Regulated Trees	2,368 Trees
Regulated Trees Removed	552 Trees (23.3%)
Replacement Required	
Trees 8" - 11"	257 trees x 1= 257 Trees
Trees 11" - 20"	204 trees x 2= 408 Trees
Trees 20" - 30"	44 trees x 3= 132 Trees
Trees 30"+	9 trees x 4= 36 Trees
Multi-Stemmed Trees (38 trees)	196 Trees
Subtotal Replacement Required	1,030 Trees
Less Credits	127 Credits
Total Replacement Required	902 Trees

Remarks Key:

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



1. Verify Plans or Project Details. Verify Fencing Details in Relation to or Adjacent to Existing, Utility, Water, Sewer, or Erosion Control Features.
2. Review and Verify 12" Hole Diameter to be at least 12" at all times.
3. Review and Verify 12" Hole Diameter to be at least 12" at all times. Special Care must be taken to ensure that the hole is not too deep for the tree. Special Care must be taken to ensure that the hole is not too deep for the tree.
4. Review and Verify 12" Hole Diameter to be at least 12" at all times. Special Care must be taken to ensure that the hole is not too deep for the tree.
5. Review and Verify 12" Hole Diameter to be at least 12" at all times. Special Care must be taken to ensure that the hole is not too deep for the tree.
6. Review and Verify 12" Hole Diameter to be at least 12" at all times. Special Care must be taken to ensure that the hole is not too deep for the tree.
7. Review and Verify 12" Hole Diameter to be at least 12" at all times. Special Care must be taken to ensure that the hole is not too deep for the tree.
8. Review and Verify 12" Hole Diameter to be at least 12" at all times. Special Care must be taken to ensure that the hole is not too deep for the tree.
9. Review and Verify 12" Hole Diameter to be at least 12" at all times. Special Care must be taken to ensure that the hole is not too deep for the tree.
10. Review and Verify 12" Hole Diameter to be at least 12" at all times. Special Care must be taken to ensure that the hole is not too deep for the tree.

TREE PROTECTION DETAIL

NO SCALE

Seal:



Title:

Woodland List

Project:

Villa D'Este
Novi, MI

Prepared for:

Cambridge Homes
47765 Bellagio
Northville, Michigan 48167

Revision:

Issued:

Submission	April 17, 2018
Revised	June 11, 2018
Revised	August 13, 2018
Revised	August 14, 2018
Revised	August 22, 2018

Job Number:

19-008

Drawn By:

jos

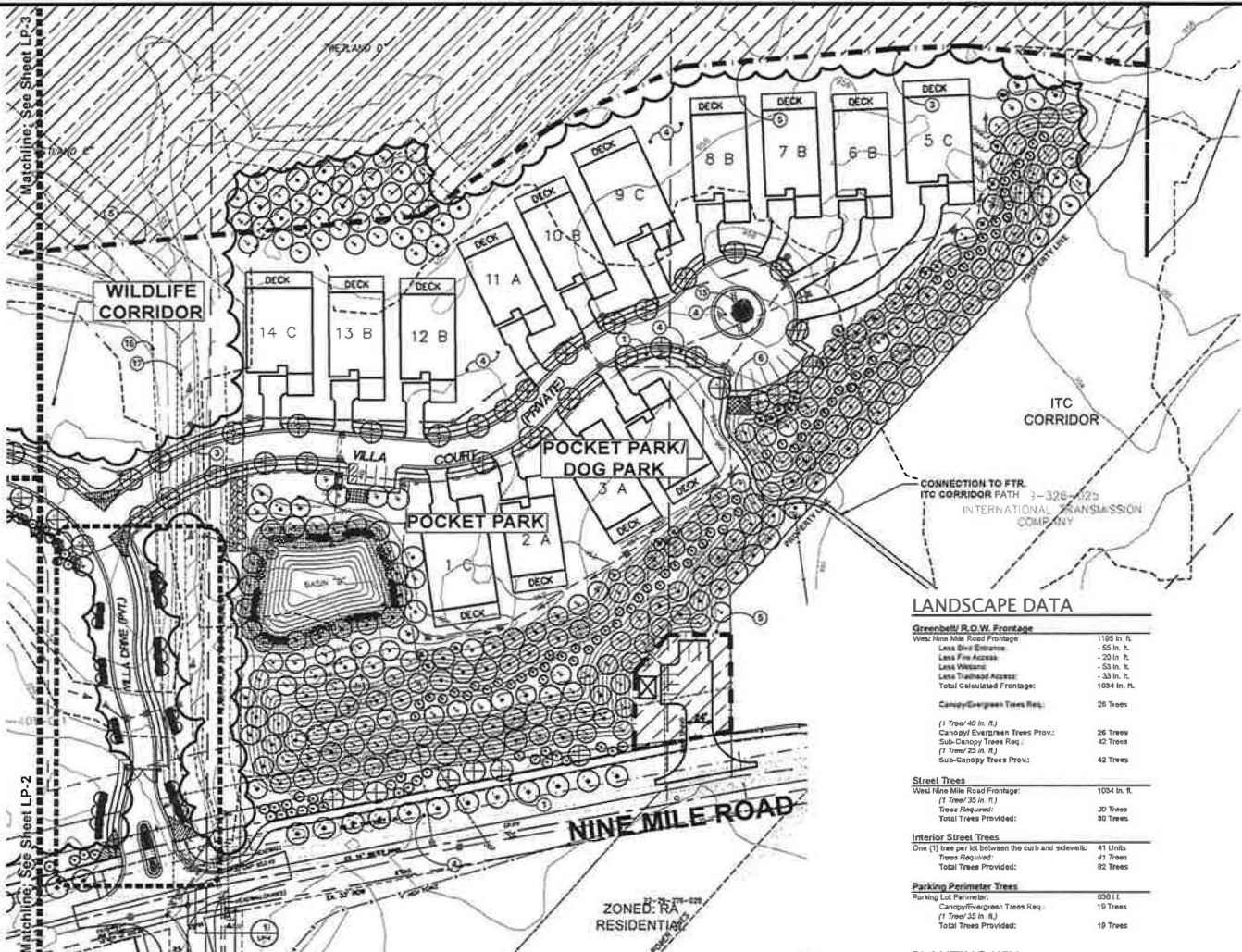
Checked By:

jos

Sheet No.



W-5



CONCEPTUAL SITE PLANTING PLAN

SCALE 1" = 50'



NOTE KEY:

- ① NEW EXISTING WALL - SEE DIM. DRAWING
- ② NEW EXISTING WINDOW
- ③ PROPOSED LIMITS OF WOODLAND PRESERVATION
- ④ PROPOSED LIMITS OF LAND DONATION TO CITY - SEE CIVIL DRAWING
- ⑤ WOOD PRESERVE AREA
- ⑥ NO ITEM
- ⑦ NO ITEM
- ⑧ PROPOSED GATE ENTRANCE
- ⑨ PROPOSED SIDE WALK
- ⑩ NO ITEM
- ⑪ WOODLAND PRESERVE SEE MAP FOR SIDE WALKS
- ⑫ WOODLAND PRESERVE
- ⑬ WOODLAND PRESERVE
- ⑭ 21 FT. WETLAND DETACK
- ⑮ WETLAND LIMITS
- ⑯ NO ITEM
- ⑰ WOODLAND AREA TO BE EXPANDED AND WASTE COLLECTION

GENERAL PLANTING REQ.:

- 1. THE OWNER SHALL COMPLY WITH ALL NECESSARY MATERIAL LABOR, EQUIPMENT, TOOLS AND SUPERVISION REQUIRED FOR THE COMPLETION OF THE DRAWING.
- 2. ALL PLANT MATERIALS SHALL COMPLY TO THE TYPE STATED ON THE PLANT LIST. SIZE SHALL BE THE DIMENSION LISTED ON THE PLANT LIST UNLESS ALL DIMENSIONS SHALL BE ACCORDANCE WITH THE LATEST EDITION OF THE "N.A.S. STANDARDS FOR LANDSCAPE STOCK".
- 3. ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
- 4. ALL SINGLE TRUNK GROUND TREES TO HAVE A CENTRAL LEADER. TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED. ALL SMALLER TREE SHOES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- 5. ALL LANDSCAPE TREES SHALL BE HEAVILY BRANCHED AND HAVE FRAGMENTAL CROWNS. ONE BEED TREE OR THOSE WITH 7-8 IN. DBH CROWN SHALL NOT BE ACCEPTED.
- 6. ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE CROWN. SYMMETRICAL IN SHAPE AND NOT BRANCHED FOR THE LAST YEAR CROWNING BEARING.
- 7. THE CONTRACTOR IS RESPONSIBLE FOR PLANTING THE MATERIALS IN THE CORRECT QUANTITIES AND SPECIES. THE PLANTS SHALL BE IDENTIFIED AS TO GIVE THE BEST APPEARANCE.
- 8. WHEN THE PLANT HAS BEEN PROVED SET, THE FIT SHALL BE SMOOTHLY WITHIN THE TOPSOIL AND MULCH. MATERIALS TO BE GRADUALLY FILLING IN WITHIN THE SETTING.
- 9. ALL PLANT MATERIALS SHALL BE PROVIDED AS UNWASHERED. THE AMOUNT OF FILLING SHALL BE LIMITED TO THE REMOVAL OF FOLIAGE OR BRANCHES TO PREPARE FOR THE LOSS OF ROOTS FROM TRANSPORTING. CUTS SHOULD BE FLUSH, LEAVING NO STUBS.
- 10. THE CONTRACTOR AGREES TO GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF TWO (2) YEARS FROM THE DATE OF PLANTING. REPRESENTATIVE RECEIVED THE RIGHT FOR FINAL INSPECTION. PLANT MATERIAL WITHIN THE PERIOD OF GUARANTEE SHALL BE REPLACED. THIS GUARANTEE INCLUDES THE FURNISHING OF NEW PLANTS, LANDSCAPE MATERIALS. THESE NEW PLANTS SHALL ALSO BE GUARANTEED FOR THE PERIOD OF ONE YEAR.
- 11. TOPSOIL SHALL BE PROVIDED. FERTILE TOPSOIL OF CLAY LOAM CHARACTER CONTAINING AT LEAST 1% BUT NOT MORE THAN 3% BY WEIGHT OF ORGANIC MATTER TO A DEPTH OF 18" TO 24" SHALL BE PROVIDED FROM CLAY LOAM. COARSE SAND, PLANT ROOTS, STICKS AND OTHER FOREIGN MATERIALS.
- 12. NO MULCH IS TO BE USED WITHIN THE CRIP LINE OF EXISTING TREES. MULCH SHALL BE ALL WOOD CHIPS WITHIN CRIP LINE OF EXISTING TREES.
- 13. THE CONTRACTOR SHALL PROVIDE A PROTECTED GIRT PERMANENT BUILDINGS. MULCH AND BRUSHES AS PER SPECIFICATIONS.
- 14. ALL PLANTING BEDS SHALL RECEIVE A SHREDED BARK MULCH. SEE SPECIFICATIONS.
- 15. SOUP BEED LANDSCAPE - ALL LAND AREAS BETWEEN CURBS AND WALKWAYS OR BETWEEN BUILDINGS. USE 3/8" TO 1" 1/2" DEEP WOOD TOPSOIL PLACEMENT.
- 16. SOIL SHALL BE TWO YEAR OLD WOODCHIPS OR PLANT WASTE. MULCH SHALL BE DOUBLE SHREDED HARDWOOD BARK MULCH.

PLANT MIX

ALL PLANTING PERENNIAL BEDS TO RECEIVE:
 1 1/4 CFT. BALE COWMANURE
 1 1/4 B. B. MANURE
 1 1/4 B. B. MANURE
 1 1/4 B. B. MANURE
 PER 100 SQ FT BED AREA.

MULCH

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

TOPSOIL

CONTRACTOR TO FILL ON 2" OR DEEPER TO 4" DEPTH AND INSTALL A COMPACTED 2" TOPSOIL IN ALL LAWN AREAS - TOPSOIL SHALL BE PROVIDED BY CONTRACTOR

PLANT KEY



IRRIGATION

ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH FULLY AUTOMATIC REBORATOR SYSTEM.

NOT TO BE USED AS CONSTRUCTION DRAWING

LANDSCAPE DATA

Greenbelt/ R.O.W. Frontage	
View Nine Mile Road Frontage:	1195 sq. ft.
Lawn Area (Estimate):	55 sq. ft.
Lawn Area (Actual):	23 sq. ft.
Lawn (Wetland):	53 sq. ft.
Lawn (Trailhead Access):	33 sq. ft.
Total Calculated Frontage:	1634 sq. ft.
Canopy/Evergreen Trees Req.:	26 Trees
(1 Tree/ 40 sq. ft.)	
Canopy/Evergreen Trees Prov.:	36 Trees
Sub-Canopy Trees Req.:	42 Trees
(1 Tree/ 25 sq. ft.)	
Sub-Canopy Trees Prov.:	43 Trees
Street Trees	
View Nine Mile Road Frontage:	1034 sq. ft.
(1 Tree/ 35 sq. ft.)	
Trees Required:	30 Trees
Total Trees Provided:	30 Trees
Interior Street Trees	
One (1) tree per lot between the curb and sidewalk:	41 Lots
Trees Required:	41 Trees
Total Trees Provided:	82 Trees
Parking Perimeter Trees	
Parking Lot Perimeter:	638 ft.
Canopy/Evergreen Trees Req.:	19 Trees
(1 Tree/ 35 sq. ft.)	
Total Trees Provided:	19 Trees

PLANTING KEY

- STREET TREES
- ⊕ GREENBELT TREES
- ⊕ INTERIOR ROAD TREES
- ⊕ DETENTION BASIN TREES
- ⊕ WOODLAND REPLACEMENT TREES
- ⊕ PARKING TREES

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VILLA D'ESTE
 PROPOSED DETACHED CONDOMINIUMS - NOV, MI

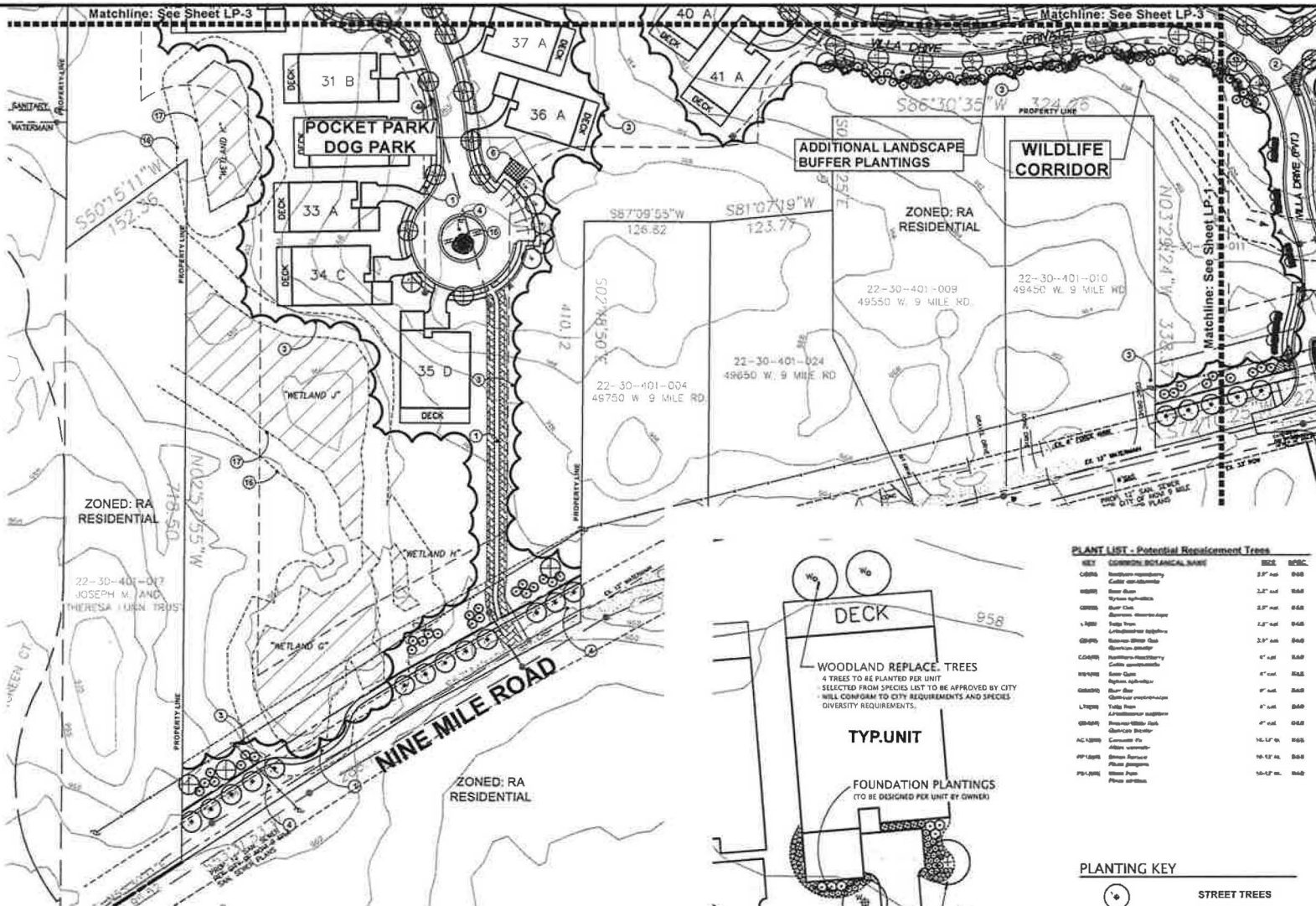


PROJECT SPONSOR
 Cambridge Homes, Inc.
 47765 Balfaggio Drive
 Northville, MI 48167
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Revisions

PRO APP PKG	08/11/17
EVSD PRE OWNER	10/01/17
EVSD PRE OWNER	01/23/18
EVSD PRE OWNER	04/15/18
EVSD PRE OWNER	06/08/18

Sheet Title:
CONCEPTUAL LANDSCAPE PLAN
 PROJECT NO:
121713
 Sheet No.:
LP-1



NOTE KEY:

- 1. ASH CONCRETE WALK - SEE CIVIL DRAWING
- 2. SLASH GRASS TURF - SEE CIVIL DRAWING
- 3. PROPOSED LOTS OF WOODLAND PRESERVATION
- 4. PROPOSED LOTS OF LAND DONATION TO CITY - SEE CIVIL DRAWING
- 5. BROWN DEPOSIT AREA
- 6. NO ITEM
- 7. NO ITEM
- 8. NO ITEM
- 9. IMPROVED GRADE EXISTENCE
- 10. HATCHES AND PATTERNS
- 11. NO ITEM
- 12. DETERMINATION WHETHER SEEDS ARE FOR USE ON SLOPES
- 13. CONTINUOUS LEACH BED
- 14. DOUBLE A PERSONAL PLANTING TYP
- 15. 25 FT WETLAND BUFFER
- 16. WETLAND LIMITS
- 17. NO ITEM
- 18. SEE ANALYSIS AREA FOR SHADOW AND SHADING COLLECTION

GENERAL PLANTING REQ.:

- 1. THE OWNER SHALL OBTAIN THE PROPERLY TRAINED AND LICENSED MATERIAL LABOR EQUIPMENT TOOLS AND SUPERVISION REQUIRED FOR THE CORRECT CARE OF THE PLANTING.
- 2. ALL PLANT MATERIALS SHALL CONFORM TO THE SPECIFICATIONS IN THE PLANT LIST. THESE SHALL BE THE MINIMUM SPECIFICATIONS FOR THE PLANT LIST. ALL MEASUREMENTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "N.A.S." STANDARDS FOR LANDSCAPE ARCHITECTURE.
- 3. ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE ARCHITECTS AND SUBJECT TO INSTALLATION OF THE PLANT MATERIALS.
- 4. ALL SINGLE TRUNK THORN TREES TO HAVE A CENTRAL LEADER. TREES TO BE PRUNED BY BRONKHORST TRIMMING. NOT BE ACCEPTED. ALL SINGLE TRUNK THORN TREES TO HAVE STRAIGHT BRANCHING STRUCTURE.
- 5. ALL MULTI-STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE BRANCHES TO THE TOP OF THE TREE. TREES WITH THIN OR SPINDLY BRANCHES WILL NOT BE ACCEPTED.
- 6. ALL CONIFER TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE TOP. BRANCHING STRUCTURE AND HITS NUMBERED FOR THE LAST FIVE GROWING SEASONS.
- 7. THE CONTRACTOR IS RESPONSIBLE FOR PLANTING THE MATERIALS IN THE CORRECT GRADE AND PLACING THE PLANTS SHALL BE OBTAINED AS TO USE THE BEST APPEARANCE.
- 8. WHEN THE PLANTS BEING REPLACED ARE NOT AVAILABLE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING THE PLANTS WITH A TOPICAL AND NATIVE SOIL MIXTURE. OCCASIONALLY PLANTING MATERIALS AND SETBACKS WITH WETLANDS SHALL BE APPROVED.
- 9. ALL PLANT MATERIALS SHALL BE PRUNED AND PLANTED REPAIRED. THE AMOUNT OF PRUNING SHALL BE LIMITED TO THE REMOVAL OF DEAD OR DAMAGED TWIGS AND TO COMBING FOR THE LOSS OF ROOTS FROM TRANSPORTING. CUTS SHOULD BE FLUSH, LEAVING NO STUBS.
- 10. THE CONTRACTOR AGREES TO GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S RECEIPT OF THE PLANTS. IN THE EVENT OF A FAILURE OF PLANTING MATERIALS WITHIN ONE YEAR OF RECEIPT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING THE PLANTS WITH THE SAME SPECIES AND SIZE. THESE NEW PLANTS SHALL ALSO BE GUARANTEED FOR THE PERIOD OF ONE YEAR.
- 11. TOPSOIL SHALL BE FERTILE. FERTILE TOPSOIL OF SLAY LOAM SHALL BE CONTAINED AT LEAST 18" BUT NOT MORE THAN 24" IN DEPTH OF ORGANIC MATTER WITH A PH RANGE FROM 6.5 TO 7.5. SOIL SHALL BE FREE FROM SLATE, CLAY, COARSE SAND, PLANT ROOTS, STICKS AND OTHER FOREIGN MATERIALS.
- 12. THE CONTRACTOR IS TO BE RESPONSIBLE FOR THE GRAD AND SETBACK TREES. HAND GRADE ALL LAWN AREAS WITHIN GRAP LINE OF EXISTING TREES.
- 13. FIVE MINIMUM INCHES OF FERTILE ORGANIC MATTER SHALL BE PROVIDED UNDER ALL PLANTS. MULCH SHALL BE 4" DEEP.
- 14. ALL PLANTING AREAS SHALL RECEIVE 4" DEEP MULCH. MULCH IS TO BE APPLIED.
- 15. SOIL FREE LAWN AREAS - ALL LAWN AREAS BETWEEN CURBS AND BUILDINGS OR BETWEEN BUILDING SIDEWALKS TO 4" DEEP BEFORE TOPSOIL PLACEMENT.
- 16. SOIL SHALL BE TWO YEAR OLD. SANDWICH SANDS PER 100 SQ FT SHALL BE 100 SQ FT OF SAND.

PLANT MIX

ALL PLANTING PERENNIAL BED TO RECEIVE:
 1. 8 CUBIC YARD COMPOST PER 100 SQ FT OF AREA
 2. 100 LB PHOSPHORUS 15-15
 3. MULTI PURPOSE FERTILIZER PER 100 SQ FT BED AREA.

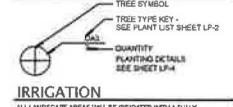
MULCH

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

TOPSOIL

CONTRACTOR TO FILL OR EXIST SURFACE TO 4" DEPTH AND INSTALL 4" COMPACTED DEPTH TOPSOIL IN ALL LAWN AREAS - TOPSOIL SHALL BE PROVIDED BY CONTRACTOR

PLANT KEY



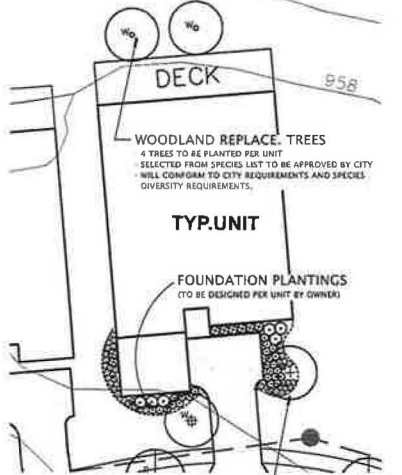
IRRIGATION

ALL LANDSCAPE AREAS WILL BE PROVIDED WITH A FULLY AUTOMATIC IRRIGATION SYSTEM

NOT TO BE USED AS CONSTRUCTION DRAWING

PLANT LIST - Potential Replacement Trees

KEY	COMMON BOTANICAL NAME	SIZE	DBHC
COBPA	Madroño (madrone)	2 1/2' x 8'	0.00
GRPE	Bur Oak	2 1/2' x 8'	0.00
GRPE	White Birch	2 1/2' x 8'	0.00
GRPE	Black Birch	2 1/2' x 8'	0.00
GRPE	Red Birch	2 1/2' x 8'	0.00
GRPE	White Pine	2 1/2' x 8'	0.00
GRPE	Black Pine	2 1/2' x 8'	0.00
GRPE	Red Pine	2 1/2' x 8'	0.00
GRPE	White Fir	2 1/2' x 8'	0.00
GRPE	Black Fir	2 1/2' x 8'	0.00
GRPE	Red Fir	2 1/2' x 8'	0.00
GRPE	White Spruce	2 1/2' x 8'	0.00
GRPE	Black Spruce	2 1/2' x 8'	0.00
GRPE	Red Spruce	2 1/2' x 8'	0.00
GRPE	White Fir	2 1/2' x 8'	0.00
GRPE	Black Fir	2 1/2' x 8'	0.00
GRPE	Red Fir	2 1/2' x 8'	0.00
GRPE	White Spruce	2 1/2' x 8'	0.00
GRPE	Black Spruce	2 1/2' x 8'	0.00
GRPE	Red Spruce	2 1/2' x 8'	0.00



WOODLAND REPLACE. TREES
 4 TREES TO BE PLANTED PER UNIT
 - SELECTED FROM SPECIES LIST TO BE APPROVED BY CITY
 - WILL CONFORM TO CITY REQUIREMENTS AND SPECIES DIVERSITY REQUIREMENTS.

TYP. UNIT WOODLAND REPLAC.
 SCALE 1" = 20'

CONCEPTUAL SITE PLANTING PLAN
 SCALE 1" = 50'



PROJECT REPORT:
 Cambridge Forest, Inc.
 4775 S Saginaw Drive
 Northville, MI 48167
 248.348.3800

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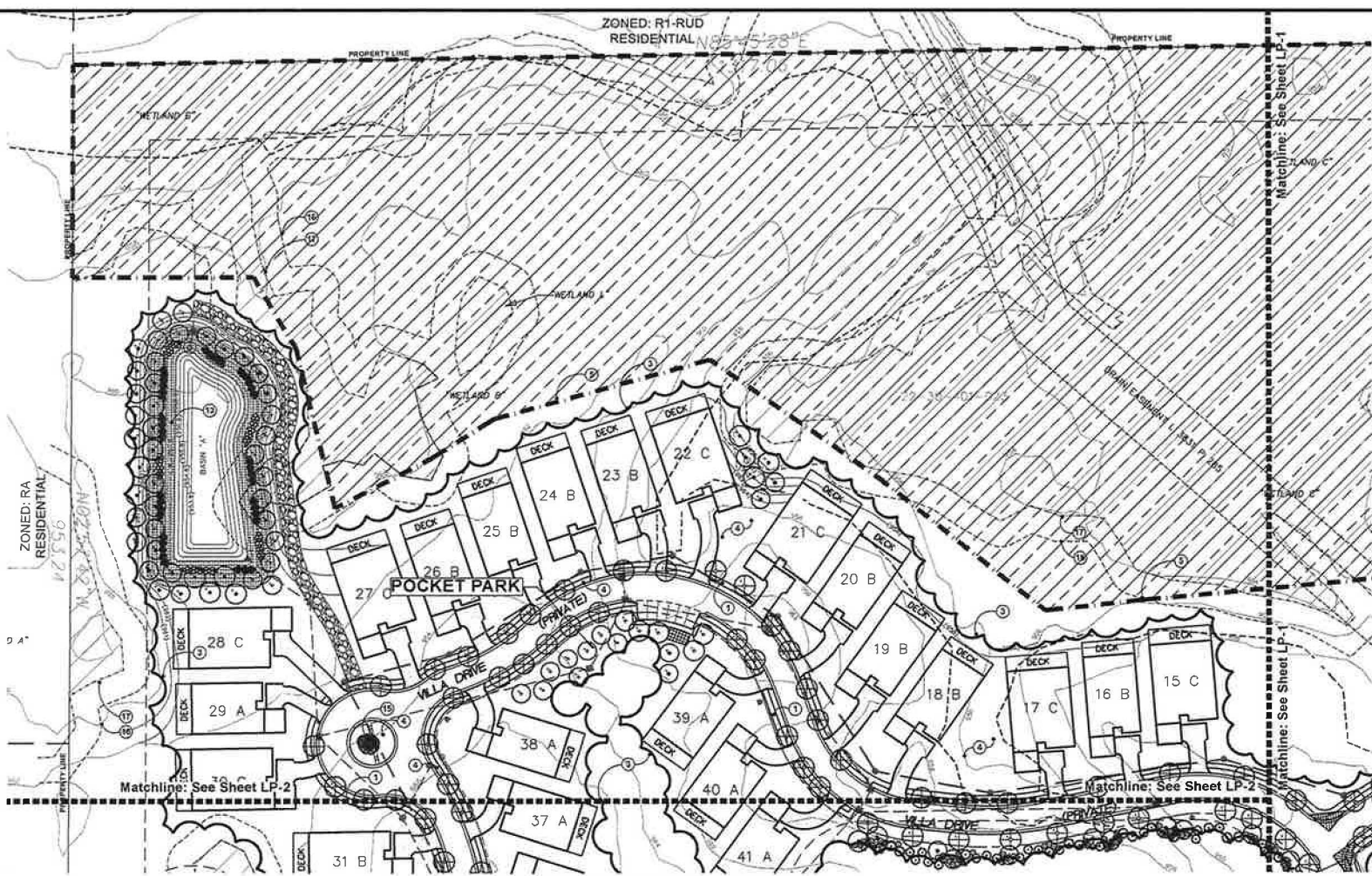
REVISIONS:

NO.	REV. DATE	BY	DESCRIPTION
01	08/21/17	DEAK	PROJ APP PNC
02	10/24/17	DEAK	2ND PER OWNER
03	11/27/17	DEAK	3RD PER OWNER
04	04/16/18	DEAK	4TH PER OWNER
05	08/16/18	DEAK	5TH PER OWNER

project no.
 121713

sheet no.
 LP-2

CONCEPTUAL LANDSCAPE PLAN



CONCEPTUAL SITE PLANTING PLAN

SCALE 1" = 50'

- NOTE KEY:**
- 1. NEW CONCRETE WALK, SEE CIVIL DRAWING
 - 2. CLEAR VISION TRIANGLE
 - 3. PROPOSED LIMITS OF WOODLAND PRESERVATION
 - 4. PROPOSED LIMITS OF LAND DONATION TO CITY - SEE CIVIL DRAWING
 - 5. SHOW REPORT AREA
 - 6. HO ITEM
 - 7. HO ITEM
 - 8. HO ITEM
 - 9. PROPOSED GATE ESTIMATE
 - 10. FINITE
 - 11. DETENTION BASIN SEE SEE FOR SIZE SLURRY
 - 12. CONTINUOUS GRADE BED
 - 13. SPUR & FRENCH WALL PLANTING TYP
 - 14. 20 FT. NETLAND SETBACK
 - 15. NETLAND LIMITS
 - 16. HO ITEM
 - 17. SEE WALKING SURFACE BY SIGNAGE AND WALKWAY SYMBOLS

- GENERAL PLANTING REQ.:**
1. THE OWNER SHALL OBTAIN PERMITS FOR ALL NECESSARY MATERIAL, LABOR, EQUIPMENT, TOOLS, AND SUPERVISION REQUIRED FOR THE CONSTRUCTION OF THE WORK SHOWN ON THE DRAWING.
 2. ALL PLANT MATERIALS SHALL CONFORM TO THE TREE LISTED ON THE PLANT LIST. TREES SHALL BE THE SAME SIZE OR THE PLANT LIST OR LARGER. ALL MEASUREMENTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE U.S.A. STANDARDS FOR NURSERY STOCK.
 3. ALL TREE LOCATIONS SHALL BE STAMPED BY LANDSCAPE CONTRACTOR AND BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
 4. ALL SHRUB & TREES SHALL BE PLANTED TO HAVE A CENTRAL LEADER. THE TRUNK SHALL BE PROTECTED BY TREE GUARDS. ALL SHRUBS & TREES SHALL BE PLANTED TO HAVE STRAIGHT TRUNKS & SYMMETRICAL CROUNES.
 5. ALL MEAD-TIM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SEED TREE OR THOSE WITH TWO OR MORE SEEDS SHALL BE ACCEPTED.
 6. ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE BRANCHES. EVERGREENS SHALL BE PLANTED TO HAVE THE LAST FIVE GROWING SEASONS.
 7. THE CONTRACTOR IS RESPONSIBLE FOR PLANTING THE MATERIALS IN THE CORRECT QUANTITY AND SPACING. THE PLANTING SHALL BE CONDUCTED AT THE BEST APPROPRIATE TIME.
 8. WHEN THE PLANTING HAS BEEN COMPLETED, THE SITE SHALL BE REGRADDED WITH A TOPSOIL AND NATURAL SOIL CULTURE. PLANTING MATERIALS SHALL BE REPLACED TO MAINTAIN THE APPEARANCE OF THE SITE. THESE NEW PLANTS SHALL ALSO BE GUARANTEED FOR THE PERIOD OF ONE YEAR.
 9. THE CONTRACTOR AGREES TO GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF ONE YEAR. IF THE CONTRACTOR'S REPRESENTATIVE RECEIVES THE RIGHT FOR A FINAL INSPECTION OF THE PLANTING MATERIALS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY PLANTS THAT DO NOT MEET THE SPECIFICATIONS OF THE CONTRACT. THESE NEW PLANTS SHALL ALSO BE GUARANTEED FOR THE PERIOD OF ONE YEAR.
 10. TOPSOIL SHALL BE PREPARED: FERTILE TOPSOIL OF CLAY LOAM CHARACTER CONTAINING AT LEAST 10% ORGANIC MATTER. TOPSOIL SHALL BE APPLIED TO ALL LAIN AREAS WITHIN THE PLANTING AREA. TOPSOIL SHALL BE APPLIED TO ALL LAIN AREAS WITHIN THE PLANTING AREA. TOPSOIL SHALL BE APPLIED TO ALL LAIN AREAS WITHIN THE PLANTING AREA.
 11. THE CONTRACTOR SHALL PROVIDE A 4" DEPTH OF ORGANIC MATTER WITH A PH RANGE FROM 5.5 TO 6.5 TO ALL LAIN AREAS WITHIN THE PLANTING AREA. TOPSOIL SHALL BE APPLIED TO ALL LAIN AREAS WITHIN THE PLANTING AREA.
 12. THE CONTRACTOR SHALL PROVIDE A 4" DEPTH OF ORGANIC MATTER WITH A PH RANGE FROM 5.5 TO 6.5 TO ALL LAIN AREAS WITHIN THE PLANTING AREA. TOPSOIL SHALL BE APPLIED TO ALL LAIN AREAS WITHIN THE PLANTING AREA.
 13. THE CONTRACTOR SHALL PROVIDE A 4" DEPTH OF ORGANIC MATTER WITH A PH RANGE FROM 5.5 TO 6.5 TO ALL LAIN AREAS WITHIN THE PLANTING AREA. TOPSOIL SHALL BE APPLIED TO ALL LAIN AREAS WITHIN THE PLANTING AREA.
 14. THE CONTRACTOR SHALL PROVIDE A 4" DEPTH OF ORGANIC MATTER WITH A PH RANGE FROM 5.5 TO 6.5 TO ALL LAIN AREAS WITHIN THE PLANTING AREA. TOPSOIL SHALL BE APPLIED TO ALL LAIN AREAS WITHIN THE PLANTING AREA.
 15. THE CONTRACTOR SHALL PROVIDE A 4" DEPTH OF ORGANIC MATTER WITH A PH RANGE FROM 5.5 TO 6.5 TO ALL LAIN AREAS WITHIN THE PLANTING AREA. TOPSOIL SHALL BE APPLIED TO ALL LAIN AREAS WITHIN THE PLANTING AREA.

- PLANT MIX**
- ALL PLANTING PERENNIAL BEGON TO RECEIVE:
- 1. 1/8" CUT, BLUE GRANULATED PEAT
 - 2. 1/8" CUT, BLUE GRANULATED PEAT
 - 3. 1/8" CUT, BLUE GRANULATED PEAT
 - 4. 1/8" CUT, BLUE GRANULATED PEAT
 - 5. 1/8" CUT, BLUE GRANULATED PEAT
 - 6. 1/8" CUT, BLUE GRANULATED PEAT
 - 7. 1/8" CUT, BLUE GRANULATED PEAT
 - 8. 1/8" CUT, BLUE GRANULATED PEAT
 - 9. 1/8" CUT, BLUE GRANULATED PEAT
 - 10. 1/8" CUT, BLUE GRANULATED PEAT
 - 11. 1/8" CUT, BLUE GRANULATED PEAT
 - 12. 1/8" CUT, BLUE GRANULATED PEAT
 - 13. 1/8" CUT, BLUE GRANULATED PEAT
 - 14. 1/8" CUT, BLUE GRANULATED PEAT
 - 15. 1/8" CUT, BLUE GRANULATED PEAT
 - 16. 1/8" CUT, BLUE GRANULATED PEAT
 - 17. 1/8" CUT, BLUE GRANULATED PEAT
 - 18. 1/8" CUT, BLUE GRANULATED PEAT
 - 19. 1/8" CUT, BLUE GRANULATED PEAT
 - 20. 1/8" CUT, BLUE GRANULATED PEAT
 - 21. 1/8" CUT, BLUE GRANULATED PEAT
 - 22. 1/8" CUT, BLUE GRANULATED PEAT
 - 23. 1/8" CUT, BLUE GRANULATED PEAT
 - 24. 1/8" CUT, BLUE GRANULATED PEAT
 - 25. 1/8" CUT, BLUE GRANULATED PEAT
 - 26. 1/8" CUT, BLUE GRANULATED PEAT
 - 27. 1/8" CUT, BLUE GRANULATED PEAT
 - 28. 1/8" CUT, BLUE GRANULATED PEAT
 - 29. 1/8" CUT, BLUE GRANULATED PEAT
 - 30. 1/8" CUT, BLUE GRANULATED PEAT
 - 31. 1/8" CUT, BLUE GRANULATED PEAT
 - 32. 1/8" CUT, BLUE GRANULATED PEAT
 - 33. 1/8" CUT, BLUE GRANULATED PEAT
 - 34. 1/8" CUT, BLUE GRANULATED PEAT
 - 35. 1/8" CUT, BLUE GRANULATED PEAT
 - 36. 1/8" CUT, BLUE GRANULATED PEAT
 - 37. 1/8" CUT, BLUE GRANULATED PEAT
 - 38. 1/8" CUT, BLUE GRANULATED PEAT
 - 39. 1/8" CUT, BLUE GRANULATED PEAT
 - 40. 1/8" CUT, BLUE GRANULATED PEAT
 - 41. 1/8" CUT, BLUE GRANULATED PEAT
- MULCH**
- MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK MULCH
- NO CIRCUIT WOOD PALETTE MULCH PERMITTED
- TOPSOIL**
- CONTRACTOR TO FILL OR SUBSISTANCE TO 4" DEPTH AND INSTALL 4" COMPACTED DEPTH TOPSOIL IN ALL LAIN AREAS - TOPSOIL SHALL BE PROVIDED BY CONTRACTOR

- PLANT KEY**
- 1. TREE SYMBOL
 - 2. TREE TYPE KEY - SEE PLANT LIST SHEET LP-2
 - 3. QUANTITY
 - 4. PLANTING DETAILS - SEE SHEET LP-4
- IRRIGATION**
- ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH A FULLY AUTOMATIC IRRIGATION SYSTEM
- NOT TO BE USED AS CONSTRUCTION DRAWING

- PLANTING KEY**
- 1. STREET TREES
 - 2. GREENBELT TREES
 - 3. INTERIOR ROAD TREES
 - 4. DETENTION BASIN TREES
 - 5. WOODLAND REPLACEMENT TREES



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VILLA D'ESTE
 PROPOSED DETACHED CONDOMINIUMS - NOVI, MI



PROJECT ARCHITECT
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Revisions:

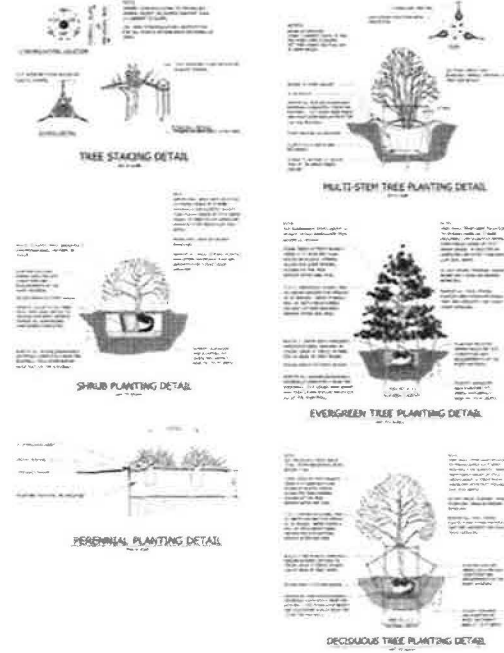
REV	APP	DATE
01	PLG	08/17/17
02	PLG	10/24/17
03	PLG	01/23/18
04	PLG	04/11/18

SHEET TITLE:
CONCEPTUAL LANDSCAPE PLAN

PROJECT NO.
 121713

SHEET NO.
LP-3

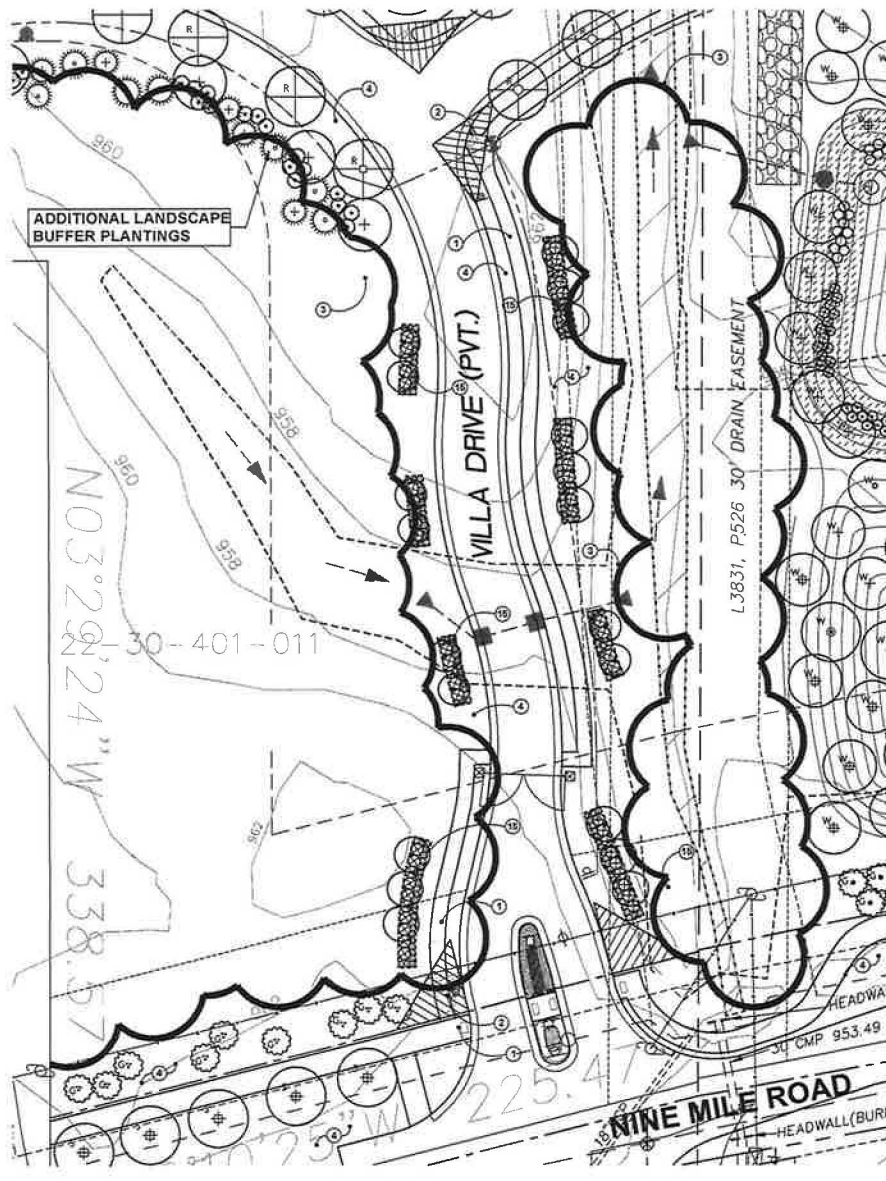
NOVI PLANTING DETAILS



NOVI LANDSCAPE SPECIFICATIONS

- Wherever in the Ordinance landscape plantings are required or permitted, they shall be planted in accordance with the approved final landscape plan.
- All plantings shall be installed in accordance with the approved final landscape plan. All installed landscape plantings shall match match quality, irrigation, and watering, shall be installed and inspected by the City prior to issuance of a Temporary Certificate of Occupancy. At the time a Release Certificate of 1.5 times the area of disturbance will be held and inspection occur for a Final Certificate of Occupancy, to occur to receive a Final Certificate of Occupancy the contractor shall address within 30 days during the month 18th to November 30th. Under extraordinary circumstances related to the inability to plant during the approved installation period a final guarantee of 2 times the cost of any deficiencies will be held and the contractor to a Final Certificate of Occupancy, if the deficiencies are not addressed in the time period outlined above, the City will cash in the amount held for the landscaping items and remove them from the site.
- The contractor shall perform landscape inspections following a request from the contractor. The inspection time period is from March 15th to November 30th. If an inspection is requested between November 1st and March 15th, a financial guarantee to be provided for an 1.5 times the cost of any deficiencies for a Temporary Certificate of Occupancy is outlined above. Beginning March 31st, the deposit can be 100% cash to comply from the City will cash in the amount held and remove them from the site.
- The contractor shall provide a landscape plan to the City. All plantings shall be properly planted and to be in a healthy, growing condition at commencement of the establishment period, at the end of the establishment period, any plantings which are 20% dead or less shall be replaced.
- Notice of final landscape plan:
 - The owner or developer must notify the City of the installation schedule. The City may reject any material which is defective or generally poor condition.
 - Minor changes regarding plant material per the approved and stamped landscape plan may be allowed upon written notification and written approval by the City Landscape Analyst of species, size, change, and location.
 - Minor changes due to seasonal planting problems or lack of plant availability may be approved in writing by the City Landscape Analyst when there is no reduction in the quality of plant material, or significant change in size or instead of plant material, the new plant material is comparable with the new and in the same general species/condition/size/quality, including same damage or reduction in height, crown, or to the material being replaced. If there are any new additions or changes are significant from approved plan, the landscape plan shall be revised and resubmitted for plan approval.
- Maintenance
 - Maintenance of required plantings by the owner shall be carried out to be to present a healthy, neat and orderly appearance. The City will not be held liable for any damage to the property.
 - To insure proper maintenance and as a condition of Final City Plan approval, the property owner shall enter into and report with the office of the Oakland County Registrar of Deeds a Landscape Maintenance Agreement, or locate such provisions as part of subdivision map or construction measure deed, each of which shall be approved by the City Attorney. Such instrument shall identify the minimum plan of maintenance, in a period of every 12 months, and shall include the procedure, authority and location for City care of trees by the responsible party. Such instrument shall also include provisions to be approved and approved by the responsible party (1) prior to the final approved planting schedule, which may occur prior to the completion of the project with the irrigation system. Any stakes, guy wires and tree rings to be removed after one winter season; plantings shall be guaranteed for two (2) growing seasons after the date of the installation of the final landscape plan or until the final approved planting schedule, whichever is later; (2) if the contractor or developer is unable to maintain the plants, the City will enter into an agreement and shall assume the cost of such maintenance measures in the manner proposed by the developer and approved by the City of Novi, Michigan.
 - Any plantings that do not conform to the requirements of this Ordinance shall be removed and replaced by the contractor at the contractor's expense. The contractor shall be responsible for maintenance. All landscape work required pursuant to this Section shall be treated as a site improvement for purposes of Ordinance 300B-4 and B.

* These requirements supersede all other planting requirements by specifications.



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

NOTE KEY:

- 1 NEW SPHERIC SHA - SEE CIVIL DRAWING
- 2 1/2" DIA. SPHERIC SHA - SEE CIVIL DRAWING
- 3 PROPOSED LIMITS OF WOODLAND PRESERVATION
- 4 PROPOSED LIMITS OF LAND DONATION TO CITY - SEE CIVIL
- 5 DRIVE BERM AREA
- 6 NO ITEM
- 7 NO ITEM
- 8 NO ITEM
- 9 PROPOSED GATED ENTRANCE
- 10 PROPOSED BAY ARCH
- 11 METAL
- 12 METAL/CONCRETE BENCH FOR SIDE WALKS
- 13 CONCRETE WALKWAY
- 14 DRIVE & SIDEWALK PLANTING STR
- 15 20 FT METALW. RETAIN.
- 16 METALW. LIMIT
- 17 NO ITEM
- 18 300' DRIVING AREA BY DRIVEWAY AND WALKWAY COLLECTION

GENERAL PLANTING REQ.:

- THE PLANTING SHALL COMPLY WITH THE MINIMUM MATERIAL, LABOR, EQUIPMENT, TOOLS, AND SUPERVISION REQUIRED BY THE CITY OF NOVI FOR THE PROJECT.
- ALL PLANT MATERIALS SHALL CONFORM TO THE TYPE LISTED ON THE PLANT LIST. SIZES SHALL BE THE MINIMUM SIZES ON THE PLANT LIST OR LARGER. ALL MATERIALS SHALL BE ACCORDANCE WITH THE LATEST EDITION OF THE M.A. STANDARDS FOR NUMBER 1 STOCK.
- ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE ARCHITECT AND SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
- ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER. ALL OTHER FORMS OF BRANCHING TREES WILL BE ACCEPTED. ALL SINGLE TRUNK SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- ALL MULTI-STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE PARALLEL CHRONAL, ONE BRAD TREES OR THOSE WITH THIN OR OTHER CHRONAL BRANCHING BE ACCEPTED.
- ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE CORRECT FORM AND SHAPE AND NOT SPARED FOR THE LAST FIVE GROWING SEASONS.
- THE CONTRACTOR IS RESPONSIBLE FOR PLANTING THE MATERIALS IN THE CORRECT LOCATIONS AND SHAPES AND NOT SPARED FOR THE LAST FIVE GROWING SEASONS.
- WHEN THE PLANT HAS BEEN PREPARED SET, THE CITY SHALL BE NOTIFIED WITHIN 72 HOURS OF THE SETTING DATE.
- ALL PLANT MATERIALS SHALL BE PLANTED AND PLANTED WITHIN THE AMOUNT OF PLANTING SHALL BE LIMITED TO THE REMOVAL OF PLANTING MATERIALS TO BE REPLACED WITHIN 30 DAYS OF THE SETTING DATE. THESE NEW PLANTS SHALL ALSO BE QUANTIFIED FOR THE PERIOD OF ONE YEAR.
- TOPSOIL SHALL BE PROVIDED. FERTILE TOPSOIL OF CLAY LOAM CHARACTER CONTAINING AT LEAST 10% NUTRIENT FROM 0.1% BY WEIGHT OF ORGANIC MATTER IN A PH RANGE FROM 6.5 TO 7.5 SHALL BE USED. FERTILE TOPSOIL SHALL BE PROVIDED AWAY FROM THE BUILDING, WALKS AND DRIVEWAYS.
- IF IT IS DETERMINED THAT THE PLANTING IS PROVIDED AWAY FROM THE BUILDING, WALKS AND DRIVEWAYS.
- PLANTING SHALL BE DONE BY SPRING OR EARLY FALL.
- SOIL TESTS SHALL BE DONE BY SPRING OR EARLY FALL.
- SOIL SHALL BE TWO YEAR OLD WATER-SOLUBLE PH FERTILIZER BLUE TRIPLE 20-20-20 WITH 200 MILEPHOS CALCIUM BORON.

PLANT MIX

- ALL PLANTING PERENNIAL BEDS TO RECEIVE:
- 1 - 4" CUP BLUE CANADIAN PRAT
 - 1 - 1" BLUE GRASSES
 - 1 - 1" BLUE GRASSES
 - 1 - 1" BLUE GRASSES
- PER 100 SQ FT BED AREA
- HAND TILT INTO SOIL TO A DEPTH OF 12" MINIMUM

MULCH

- MULCH TO BE DOUBLE SPHERIC HARDWOOD BARK MULCH
- NO CHIPPED WOOD PALETTE MULCH PERMITTED

TOPSOIL

- CONTRACTOR TO FILL OR TOPSOIL SURFACE TO A DEPTH AND INSTALL 4" COMPACTED TOPSOIL IN ALL LAWN AREAS - TOPSOIL SHALL BE PROVIDED BY CONTRACTOR.

PLANT KEY

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

IRRIGATION

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

NOT TO BE USED AS CONSTRUCTION DRAWING

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VILLA D'ESTE
 PROPOSED DETACHED CONDOMINIUMS - NOVI, MI



PROJECT ADDRESS:
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Revisions:

REV	DATE	DESCRIPTION
01	08/17/12	PROJ APP PNC
02	09/26/12	PLANT PER CHANGE
03	11/22/12	SCALE PER CHANGE
04	01/12/13	AUVD PER CHANGE
05	05/17/13	AUVD PER CHANGE

Sheet title:
CONCEPTUAL LANDSCAPE PLAN

PROJECT NO.
121713

Sheet no.
LP-4



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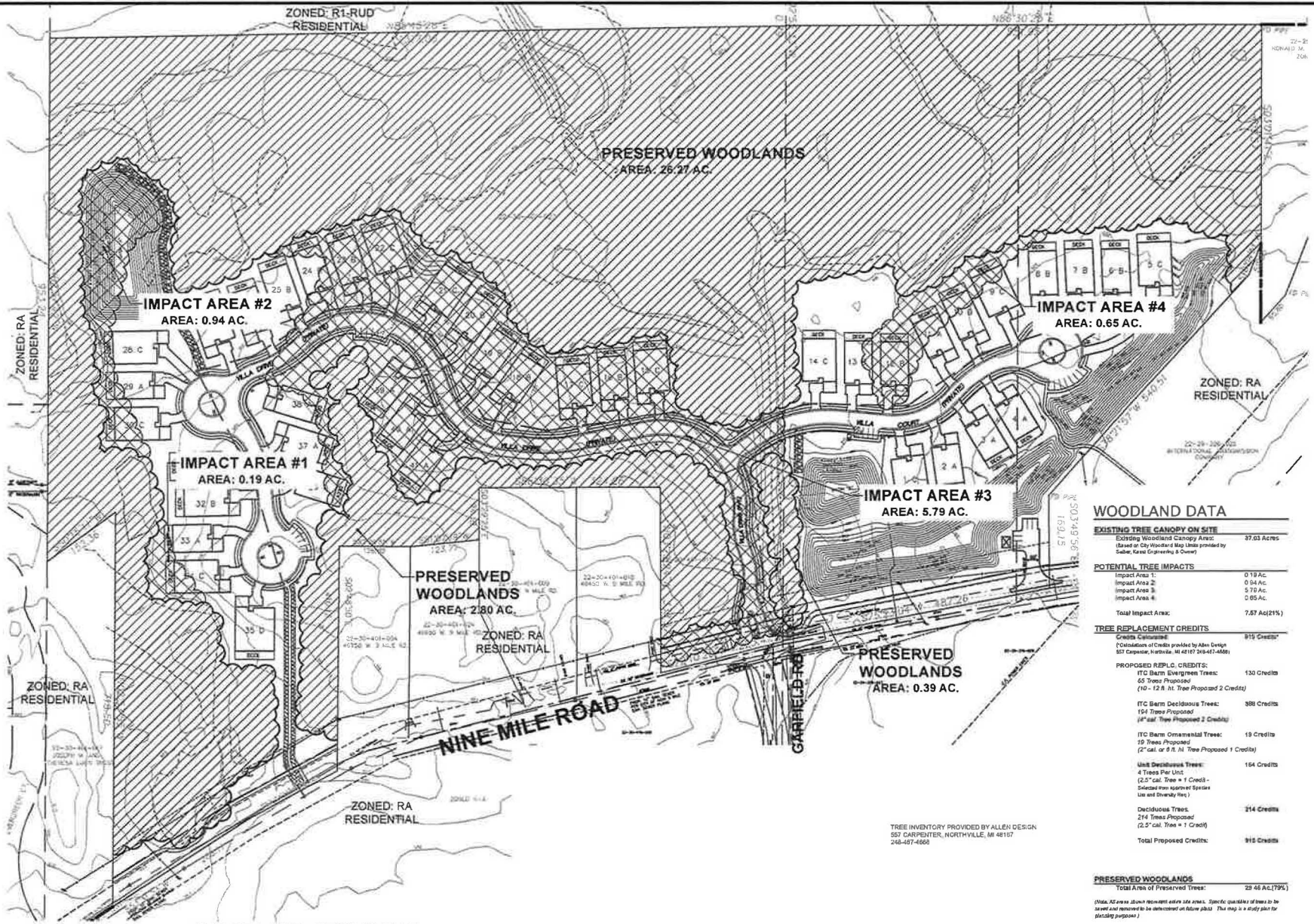
PROVISIONS:

PROJ. APP. REV.	04/17/17
PROJ. PER. CHANGE	10/01/17
REVISED PER. CHANGE	10/02/17
REVISED PER. CHANGE	01/23/18
REVISED PER. CHANGE	04/11/17
REVISED PER. CHANGE	05/08/17

SHEET TITLE:
WOODLAND STUDY PLAN

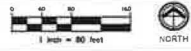
PROJECT NO.:
 121713

SHEET NO.:
 WP-1



WOODLAND STUDY MAP
 SCALE 1" = 80'

TREE INVENTORY PROVIDED BY ALLEN DESIGN
 555 CARPENTER, NORTHVILLE, MI 48167
 248-467-4668



WOODLAND DATA

EXISTING TREE CANOPY ON SITE
 Existing Woodland Canopy Area: 37.03 Acres
 Based on City of Novi's Map Lines provided by
 Sauer, Kazal Engineering & Survey

POTENTIAL TREE IMPACTS

Impact Area 1:	0.19 AC
Impact Area 2:	0.94 AC
Impact Area 3:	5.79 AC
Impact Area 4:	0.65 AC
Total Impact Area:	7.57 AC (21%)

TREE REPLACEMENT CREDITS
 Credits Calculated: 915 Credits
 *Calculations of Credits provided by Adam Deak
 555 Carpenter, Northville, MI 48167 248-467-4668

PROPOSED REPLC. CREDITS:

ITC Barm Evergreen Trees:	130 Credits
65 Trees Proposed (10 - 12.8 ft. Tree Proposed 2 Credits)	
ITC Barm Deciduous Trees:	388 Credits
154 Trees Proposed (4" cal. Tree Proposed 2 Credits)	
ITC Barm Ornamental Trees:	19 Credits
19 Trees Proposed (2" cal. or 8 ft. H) Tree Proposed 1 Credit(s)	
Unit Deciduous Trees:	164 Credits
4 Trees Per Unit (2.2" cal. Tree = 1 Credit - Selection from approved Species List and Diversity Req.)	
Deciduous Trees:	314 Credits
214 Trees Proposed (2.2" cal. Tree = 1 Credit)	
Total Proposed Credits:	915 Credits

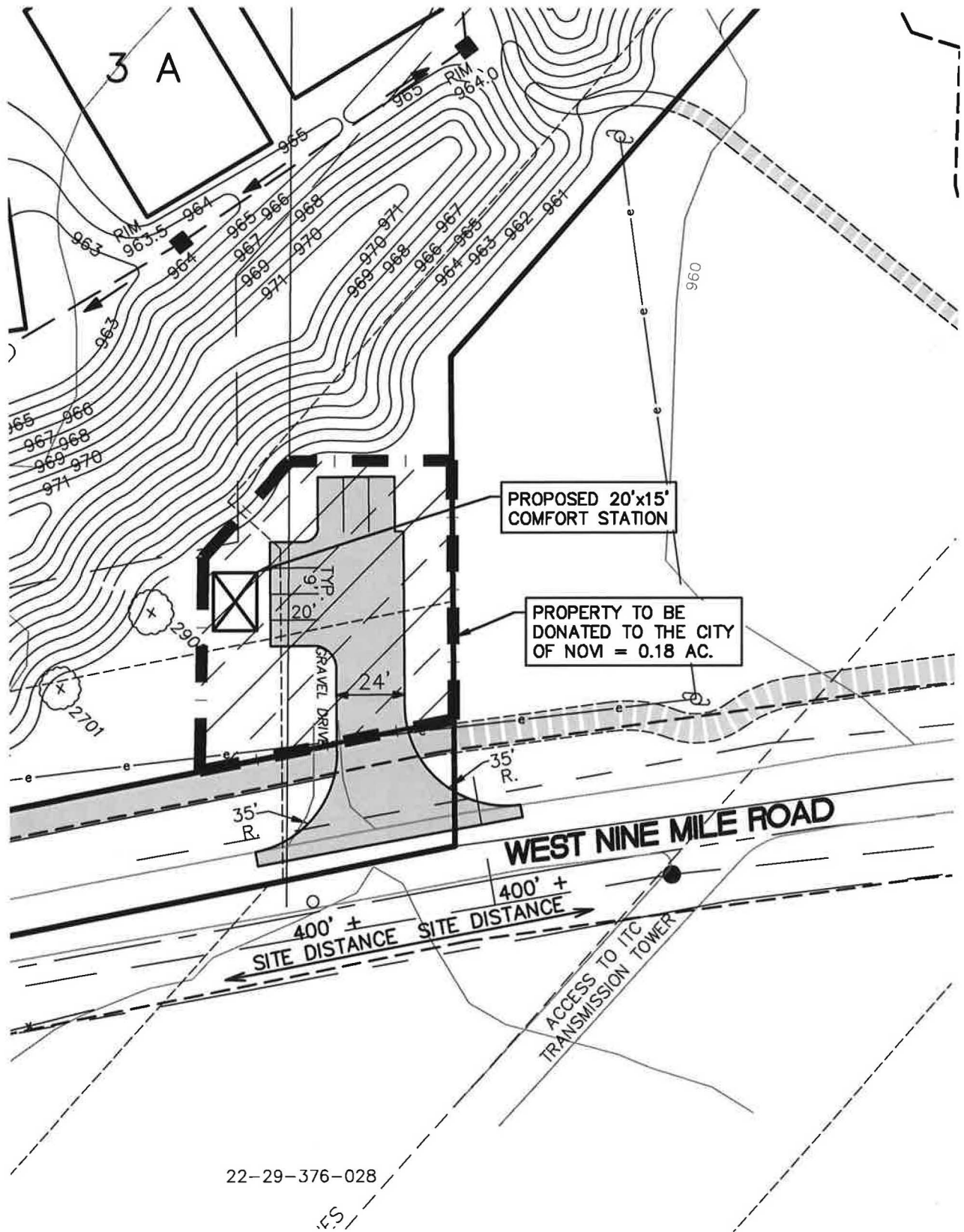
PRESERVED WOODLANDS
 Total Area of Preserved Trees: 29.46 AC (79%)

(These AC are shown throughout entire site plans. Specific quantities of trees to be saved and removed to be determined on future plans. This map is a study plan for planning purposes.)

Exhibit C

Comfort Station Improvements

EXHIBIT D
C



22-29-376-028

EXHIBIT D



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

REVISIONS		
NO.	ITEM	DATE

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

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

SHEET
1
OF
1

Exhibit D

ITC Trail along the north side of Nine Mile Road

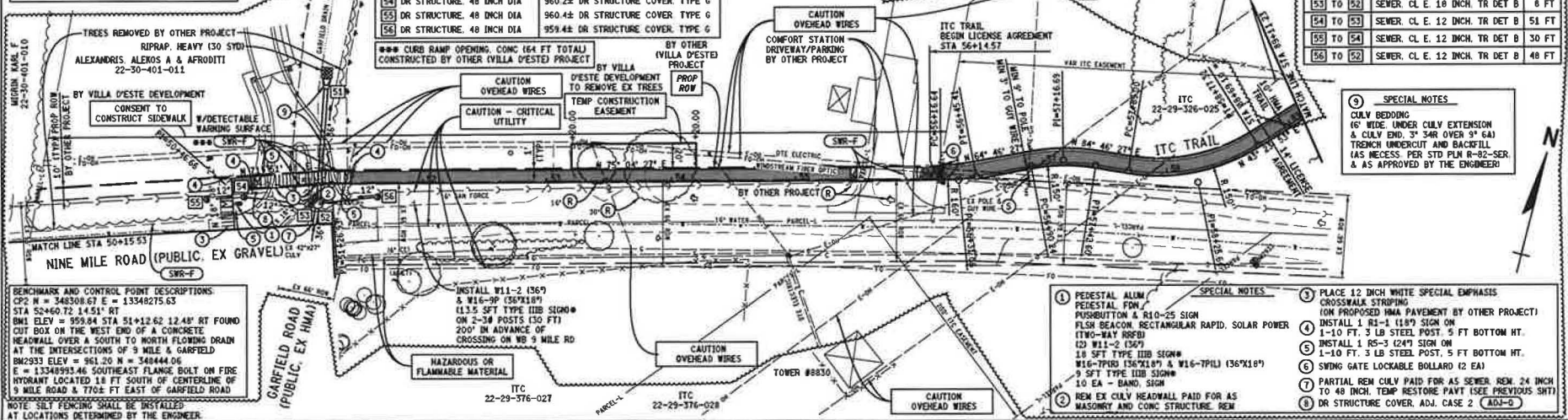
NOTE: CLEAR BRUSH, DEBRIS AND DOWNED TREE MATERIAL AS DESCRIBED IN THE PATHWAY GRADING SPEC AND AS DIRECTED BY THE ENGINEER. REMOVE TREES OR BRANCHES AS NEEDED TO MAINTAIN A MINIMUM OF 2' CLEAR ON BOTH SIDES OF TRAIL.

• SIGN COLOR SHALL BE FLUORESCENT YELLOW AND SHEETING MATERIAL SHALL BE ASTM TYPE IX

DRAINAGE STRUCTURES **		RM ELEV TO BE COORDINATED ** W/OTHER (VILLA D'ESTE) PROJECT	
51	CULV END SECT. CONC. 36 INCH	960.3±	DR STRUCTURE COVER TYPE B
52	DR STRUCTURE 84 INCH DIA	960.4±	DR STRUCTURE COVER TYPE B
53	DR STRUCTURE 60 INCH DIA	960.2±	DR STRUCTURE COVER TYPE C
54	DR STRUCTURE 48 INCH DIA	960.4±	DR STRUCTURE COVER TYPE C
55	DR STRUCTURE 48 INCH DIA	959.4±	DR STRUCTURE COVER TYPE C
56	DR STRUCTURE 48 INCH DIA	959.4±	DR STRUCTURE COVER TYPE C

NOTE: CLEAR ROADSIDE TREES AND BRUSH SO THAT THE TWO-WAY RECTANGULAR RAPID FLASHING BEACONS AND TRAIL USERS ADJACENT TO THE ROAD ARE VISIBLE TO VEHICLES ON THE ROAD FROM 360 FEET AWAY.

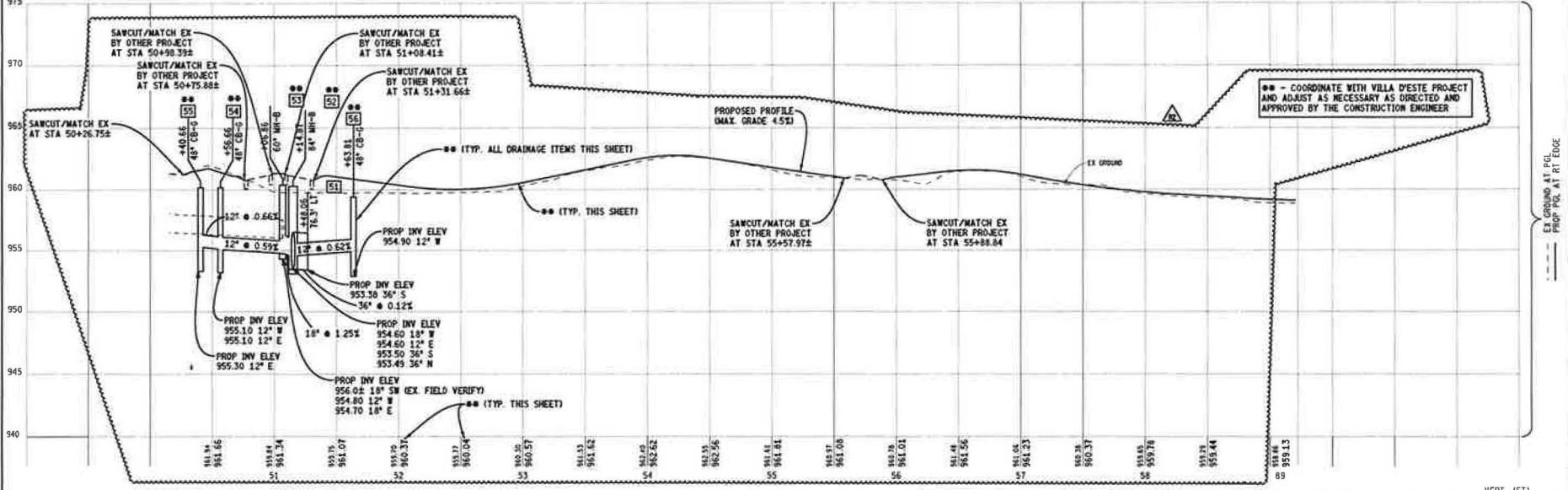
FOR BENCHMARK & CONTROL PT. DATA SEE SHEETS 6, 7 AND 12		
LOCATION	STORM SEWER **	LENGTH
52 TO 51	SEWER, CL E. 36 INCH, TR DET B	90 FT
53 TO 52	SEWER, CL E. 18 INCH, TR DET B	6 FT
54 TO 53	SEWER, CL E. 12 INCH, TR DET B	51 FT
55 TO 54	SEWER, CL E. 12 INCH, TR DET B	30 FT
56 TO 52	SEWER, CL E. 12 INCH, TR DET B	46 FT



BENCHMARK AND CONTROL POINT DESCRIPTIONS:
 CP2 N = 348308.67 E = 13348275.63
 STA 52+60.72 14.51' RT
 OMI ELEV = 959.84 STA 51+12.62 12.48' RT FOUND CUT BOX ON THE WEST END OF A CONCRETE HEADWALL OVER A SOUTH TO NORTH FLOWING DRAIN AT THE INTERSECTIONS OF 3 MILE & GARFIELD
 BM2933 ELEV = 961.20 N = 348444.06
 E = 13348993.46 SOUTHEAST FLANGE BOLT ON FIRE HYDRANT LOCATED 1.8 FT SOUTH OF CENTERLINE OF 3 MILE ROAD & 77.0± FT EAST OF GARFIELD ROAD

NOTE: SELF FENCING SHALL BE INSTALLED AT LOCATIONS DETERMINED BY THE ENGINEER.

- SPECIAL NOTES**
- PEDESTAL ALUM. PEDESTAL FDN. PUSHBUTTON & R10-25 SIGN. FLSH BEACON, RECTANGULAR RAPID, SOLAR POWER.
 - W11-2 (36") 18 SFT TYPE IIB SIGN. W16-7PHD (36"x18") & W16-7PHL (36"x18") 9 SFT TYPE IIB SIGN. 10 EA - BAND, SIGN.
 - NEW EX CULV HEADWALL PAID FOR AS MASONRY AND CONC. STRUCTURE. RM.
 - PLACE 12 INCH WHITE SPECIAL EMPHASIS CROSSWALK STRIPING (ON PROPOSED HMA PAVEMENT BY OTHER PROJECT)
 - INSTALL 1 R4-1 (18") SIGN ON 1-10 FT. 3 LB STEEL POST. 5 FT BOTTOM HT.
 - INSTALL 1 R5-3 (24") SIGN ON 1-10 FT. 3 LB STEEL POST. 5 FT BOTTOM HT.
 - SWING GATE LOCKABLE BOLLARD (2 EA)
 - PARTIAL RM CULV PAID FOR AS SEWER. RM. 24 INCH TO 48 INCH. TEMP RESTORE PAVT (SEE PREVIOUS SH)
 - DR STRUCTURE COVER, ADJ. CASE 2 (ADJ-0)



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

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



FILE: 51567.ITC.phn.001.dwg AUTH: DATE: REVISION:

AECOM

NOVI

CITY OF NOVI - ITC TRAIL PHASE 2

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

STA 50+15.53 TO STA 89+11.23

**FIRST AMENDMENT OF
PRO AGREEMENT**

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2019 NOV 15 AM 10:07

NOVI CITY CLERK'S OFFICE
2019 DEC 26 PM 12:34

196205
LIBER 53534 PAGE 132
\$28.00 FISC RECORDING
\$4.00 REINFORCEMENT
11/21/2019 02:50:55 P.M. RECEIPT# 143721
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

FIRST AMENDMENT TO PLANNED REZONING OVERLAY (PRO) AGREEMENT (TERRA)

This First Amendment to Planned Rezoning Overlay (PRO) Agreement, TERRA ("Amendment"), made this 28th day of OCTOBER, 2019, by and between **CAMBRIDGE OF NOVI, L.L.C.**, a Michigan limited liability company, whose address is 47765 Bellagio Drive, Northville, MI 48167 (referred to as "Developer"), and **CITY OF NOVI**, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375-3024 (referred to as "City").

RECITATIONS

1. Developer and City are parties to a Planned Rezoning Overlay (PRO) Agreement, TERRA (the "PRO"), dated March 4, 2019 (the date of the last signatory), with respect to certain properties situated in the City of Novi, County of Oakland, State of Michigan, as more particularly described on **Exhibit A** attached hereto (the "Property").
2. On March 22, 2019, the PRO Agreement was recorded with the Oakland County Register of Deeds at Liber 52674, Page 562.
3. Developer and City desire to amend the PRO Agreement with respect to certain deviations and the establishment of additional conditions and terms.

NOW, THEREFORE, Developer and City agree as follows:

A. The following conditions are added to the PRO Conditions listed in Section V.C following Condition No. 14 on page 5:

15. For Unit 7 through 36, covered decks shall be allowed to extend up to fifteen (15) feet into the "Accessory Unit Boundary" from the rear façade. "Accessory Unit Boundary" refers to the area beginning at the rear unit boundary and is within the sidelines of the unit boundary, and extending twenty-five (25) feet to the rear, as shown on the approved Final Concept Plan made part of the original PRO Agreement. 88
16. No more than three (3) regulated woodland trees may be removed from the accessory unit boundary to accommodate the construction or installation of a pool or other accessory use. A minimum of fifteen (15) feet shall be maintained between two buildings, with the exception of rough overhangs and wind walls as noted below:
 - a. A minimum of nine (9) feet shall be maintained between the roof overhangs between two buildings at the facia, as shown in the "overhang

subject to approval by the City's façade consultant at the time of building permit review;

- b. Masonry planters with foundations are allowed in front yard setbacks. They are not allowed in easement areas. A maximum of 4.5 feet of on-ground projection shall be allowed in the sideyard as shown on the "wing wall/planter projection area" exhibit on the Revised Concept Plan dated July 25, 2019, attached as Exhibit B, subject to approval by the City's façade consultant at the time of building permit review.

- 17. The elevations of the homes within the development shall comply with the ordinance requirements and conditions of the original PRO Agreement, subject to any and all limitations set forth in the Master Deed as determined at the time of individual building permit review. More specifically, given the Developer's representations to the City and the deviations granted herein and in the PRO Agreement, the homes within the development shall be designed and built in the Prairie architectural style, subject to the following conditions:

- a. All homes shall have elements of prairie style architecture with large overhangs, horizontal lines, and low-sloped roofs.
- b. All facades shall be brick or stone or siding or a combination. Vinyl siding is not allowed.
- c. Where wood siding is the predominant material, it shall be a wood toned color.
- d. All elevations are subject to minor deviation as approved by the City's façade consultant at the time of building permit review

- 18. The compensating cut periods in the approved PRO Agreement shall be updated to be consistent with MDEGLE permit approval dated April 9, 2019.

- B. The third sentence of Section V.C.1.b on page 4 is amended as follows:

The ITC Comfort Station shall be completed within 6 months from the substantial completion date of the ITC trail along the subject property's frontage

- C. The following deviations are added to the list of deviations in Section 2 of the PRO Agreement, at page 7:

- o. Engineering deviation from Section 7.4.2(d) of the Engineering Design Manual to allow exposed aggregate as an alternate material for sidewalk pavement in lieu of concrete for the entire development.
- p. Planning deviation from Section 3.32.8 to allow for additional encroachment for roof overhangs into the required side yards (a maximum of fifteen (15) feet is allowed per current side yard setbacks, a minimum of nine (9) feet between the roof overhangs at fascia is proposed). This approval shall be subject to the building (and the buildings within the development) being designed in the prairie

architectural style and subject to conditions listed under the PRO Condition numbered 17, a through d.

D. Paragraph 3, on page 7, is amended to add the following sentence:

Notwithstanding the foregoing, the Developer shall be permitted to combine two units into a larger unit, thereby reducing the number of total units within the subdivision. Such combination and reduction shall be reviewed and approved administratively by the Community Development Department as part of plot plan review process.

E. Except as expressly modified by this Agreement, the PRO Agreement remains in full force and effect.

F. This amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. The rights and obligations contained in this amendment shall run with the property.

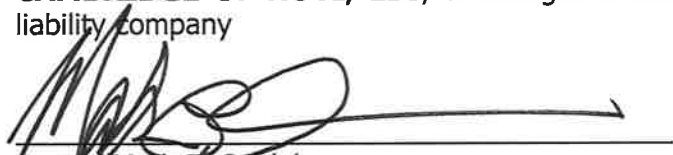
G. This amendment has been duly authorized by all necessary action of Developer and City.

H. This amendment may be executed by the parties in counterparts.

IN WITNESS WHEREOF the undersigned have executed this amendment effective as of the day and year set forth above.

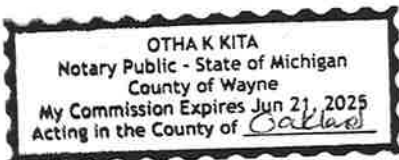
DEVELOPER


CAMBRIDGE OF NOVI, LLC, a Michigan limited liability company


By: Mark F. Guidobono
Its: Member

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing First Amendment to Planned Rezoning Overlay (PRO) Agreement was acknowledged before me by Mark F. Guidobono, member for Cambridge of Novi, LLC, on the 24th day of October, 2019.




Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 6-21-25

CITY OF NOVI

[Signature]
By: Robert J. Gatt
Its: Mayor

Cortney Hanson
By: Cortney Hanson
Its: Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

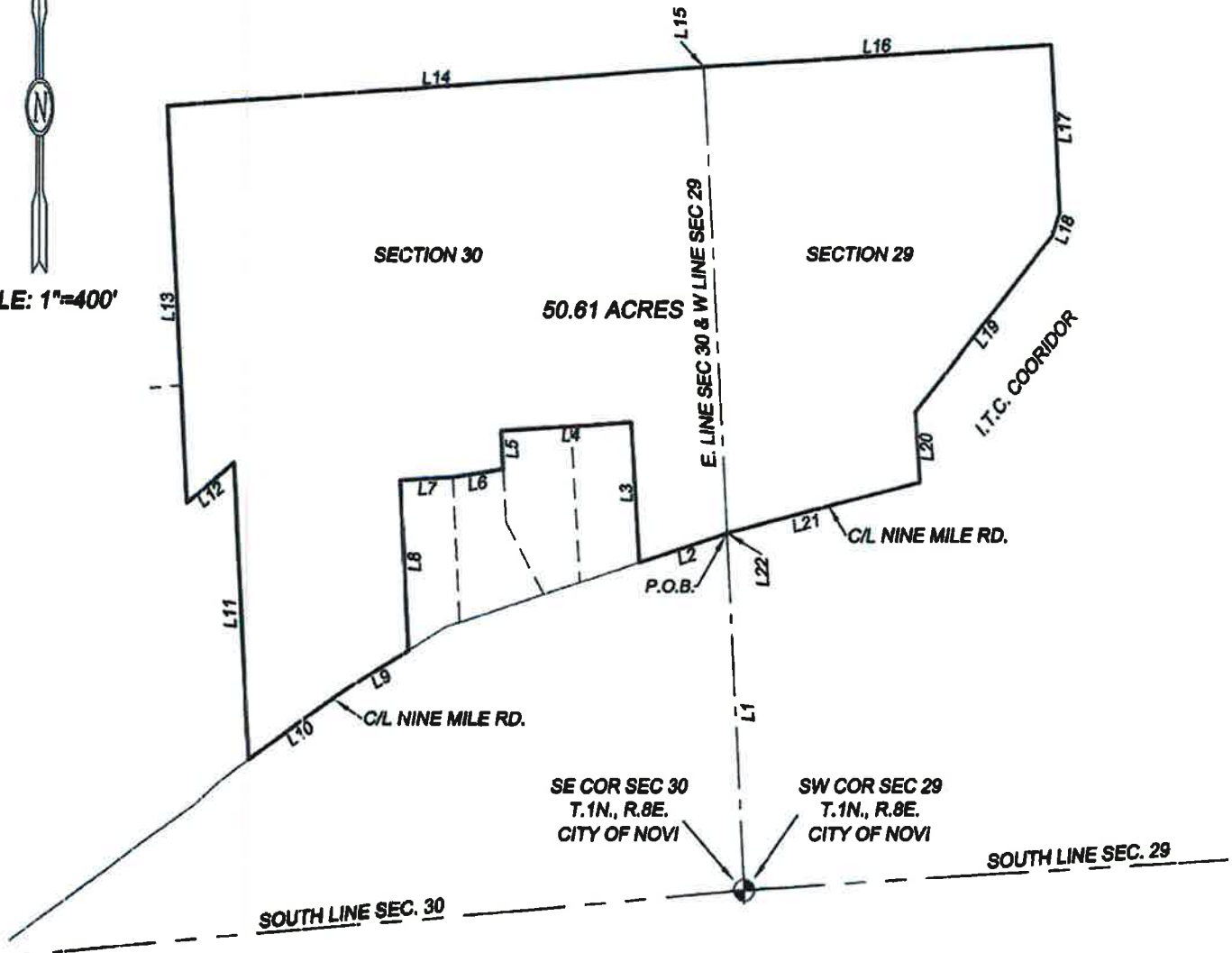
The foregoing First Amendment to Planned Rezoning Overlay (PRO) Agreement was acknowledged before me by Robert J. Gatt, Mayor, and Cortney Hanson, Clerk, of behalf of the City of Novi, on the 28th day of OCTOBER, 2019.

[Signature]
Notary Public
OAKLAND County, Michigan
Acting in OAKLAND County, Michigan
My Commission Expires: OCT. 13, 2024

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

EXHIBIT "A"

SCALE: 1"=400'



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

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



Joseph C. Kapelusz

© 2019 JCK & ASSOCIATES, INC.

Scale:
1"=400'
Date:
2/27/18
Job No.:
10822
Sht. No.:
10F2

TERRA

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

EXHIBIT "A" TO THE PRO AGREEMENT



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

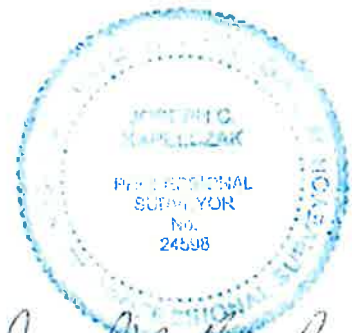
EXHIBIT "A"

DESCRIPTION

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

22-30-401-025 > SE ¼ Sec. 30.
-026

22-29-326-039 > SW ¼ Sec. 29
-040
-041



Joseph D. Kapilevich

© 2019 JCK & ASSOCIATES, INC.

Scale:
1"=400'
Date:
2/27/19
Job No.:
10822
Pl. No.:
10P2

TERRA

PART OF THE SE ¼ SEC 30 &
PART OF THE SW ¼ SEC 29
T.1N., R.8E., CITY OF NOVI, OAKLAND CO., MI.

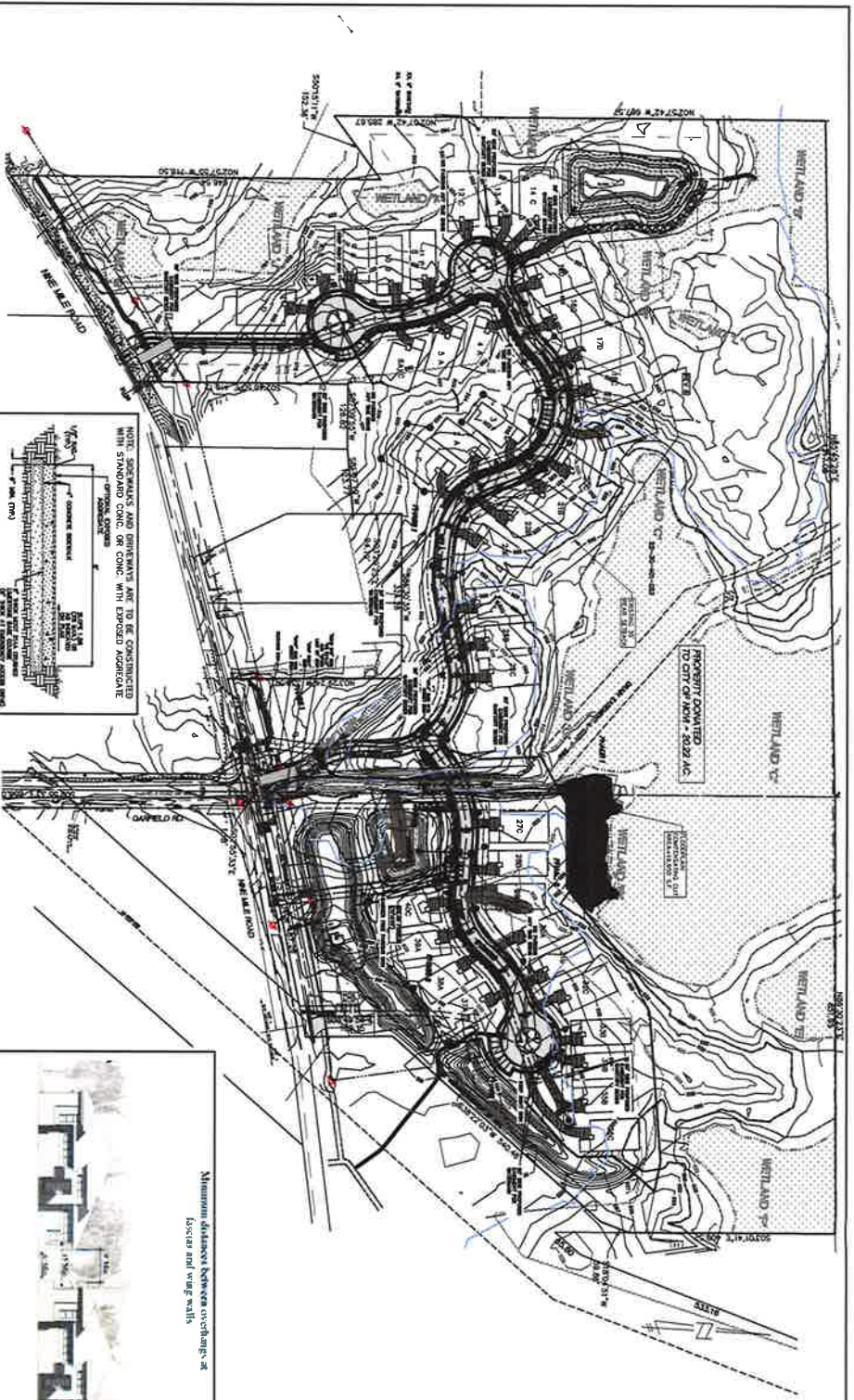
EXHIBIT "A" TO THE
PRO AGREEMENT



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

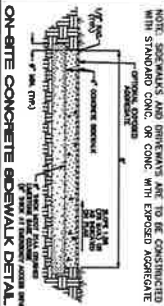
Exhibit B

PRO Plan

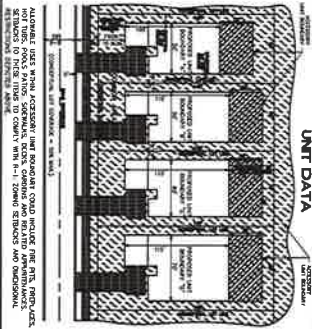
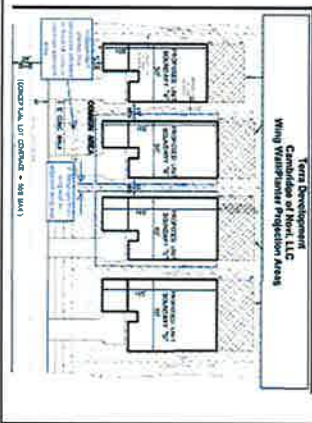
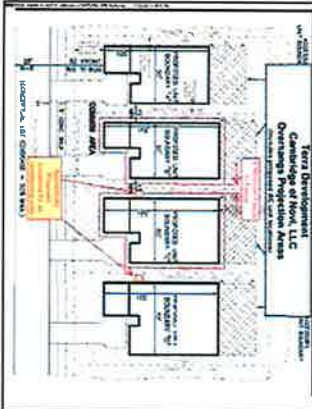


RECENTLY DOWNGRADED TO CITY OF HOUSTON - 2022 A.C.

CONCRETE SIDEWALK



ON-SITE CONCRETE SIDEWALK DETAIL



- PROPOSED IMPROVEMENTS
1. PROPOSAL'S PLAN, THE PROPOSED DRIVEWAY, REPLACEMENT SIDEWALKS, AND THE PROPOSED SIDEWALKS SHALL BE LOCATED ALONG THE SOUTH SIDE OF 9 MILE ROAD.
 2. PROPOSED SIDEWALKS SHALL BE PROVIDED BY CONNECTING TO AN EXISTING SIDEWALK OR TO A NEW SIDEWALK TO BE PROVIDED BY THE CITY OF HOUSTON.
 3. SIDEWALKS SHALL BE PROVIDED BY CONNECTING TO AN EXISTING SIDEWALK OR TO A NEW SIDEWALK TO BE PROVIDED BY THE CITY OF HOUSTON.
 4. SIDEWALKS SHALL BE PROVIDED BY CONNECTING TO AN EXISTING SIDEWALK OR TO A NEW SIDEWALK TO BE PROVIDED BY THE CITY OF HOUSTON.
 5. SIDEWALKS SHALL BE PROVIDED BY CONNECTING TO AN EXISTING SIDEWALK OR TO A NEW SIDEWALK TO BE PROVIDED BY THE CITY OF HOUSTON.
 6. SIDEWALKS SHALL BE PROVIDED BY CONNECTING TO AN EXISTING SIDEWALK OR TO A NEW SIDEWALK TO BE PROVIDED BY THE CITY OF HOUSTON.
 7. A CITY OF HOUSTON RIGHT-OF-WAY PERMIT IS REQUIRED FOR WORK ALONG THE SIDEWALKS.



- Phase 1 Construction Activities and Measurements
1. Survey of site and surrounding area.
 2. Clearing and grubbing of site.
 3. Excavation and foundation work.
 4. Construction of concrete foundation walls.
 5. Construction of concrete floor slabs.
 6. Construction of concrete walls and columns.
 7. Construction of concrete roof slabs.
 8. Construction of concrete stairs and ramps.
 9. Construction of concrete sidewalks and driveways.
 10. Construction of concrete curbs and gutters.
 11. Construction of concrete retaining walls.
 12. Construction of concrete utility structures.
 13. Construction of concrete parking areas.
 14. Construction of concrete landscaping.
 15. Construction of concrete site improvements.

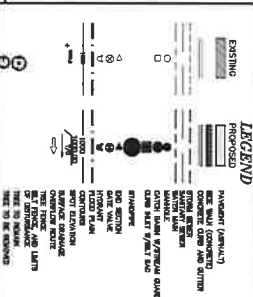
SITE DATA
 PROPOSED PLANNED REZONING OVERLAY (PRO)
 CUBHBT ZONING: R-C-A
 AREA: 50.61 ACRES
 PROPOSED DENSITY: 40/50.61 = 0.79 UNITS/ACRE
 PROPOSED ZONING: R-1
 PROPOSED DENSITY: 1.00 UNITS/ACRE
 PROPOSED EXISTING EXCLUDING METLANS AND ROW
 PROPOSED DENSITY: 1.00 UNITS/ACRE
 PROPOSED EXISTING EXCLUDING METLANS AND ROW
 PROPOSED DENSITY: 1.00 UNITS/ACRE

PARKING CALCULATIONS

NO. OF PARKING SPACES REQUIRED	13 SPACES
NO. OF PARKING SPACES PROVIDED	23 SPACES
NO. OF EXCESS SPACES PROVIDED	10 SPACES

MOBILE PARKING CALCULATIONS

NO. OF EXCESS SPACES PROVIDED	10 SPACES
NO. OF EXCESS SPACES PROVIDED	10 SPACES



PRO SITE PLAN

SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS

100 BANCROFT SQUARE, HOUSTON, TEXAS 77005

DATE: 07/14/2024

PROJECT: 2401 WESTLAND DRIVE, HOUSTON, TEXAS

SHEET 1

APPLICANT RESPONSE LETTER TO CITY COUNCIL

SEPTEMBER 29, 2022



September 29th, 2022

City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

Regarding: PRO Site Plan Revision Terra JSP 21-12

Dear City Council,

We are requesting a PRO site plan revision to Terra Phase 2 for the three items listed below:

1. In Terra Phase 2 our residents would like us to eliminate the sidewalk that connects the cul-de-sac with the ITC Trail. The residents would like the berm elevation raised to better block the view of the transmission towers and the power lines. The residents would also prefer to minimize pedestrian traffic into their community. We still will be connected to the ITC Trail at the entrance to Terra. Lastly, this trail runs very close to one of our units back and side yard and it will make this future homeowner very unhappy to have a pedestrian highway in their private backyard. For PRO approval, the sidewalk was not a public benefit. Originally the ITC trail was proposed south of 9 Mile and Terra had zero connection to the trail. Then the trail was flipped on the north side of the road and this gave Terra connection to the ITC Trail at its Terra entrance.
2. We are requesting to shorten the side walk on the south side of Villa Court where it crosses the Garfield Drain. We are asking for this revision because there is not enough room to install the sidewalk per the plan. When the culvert for the road was being installed it was determined in the field to shift the culvert to the north a few feet because of the dewatering operation related to the 9 Mile sewer project. Because the culvert was moved, there is no room for the sidewalk. As you will see on the site plan there is no benefit for this portion of sidewalk. There is no sidewalk connecting to this walk on the east side of Villa Drive out to our entrance.
3. We will work with Rick Meader to relocate the 51 woodland replacement trees behind lots 27-36 in phase 2 and move them to a new location in Terra.
4. To honor the memory of Wayne Wrobel, we are proposing to dedicate the ITC Comfort Station in his name by adding a bronze plaque with his name and a few words attached to the new comfort station off of Nine Mile Road. See the attached rendering for review.

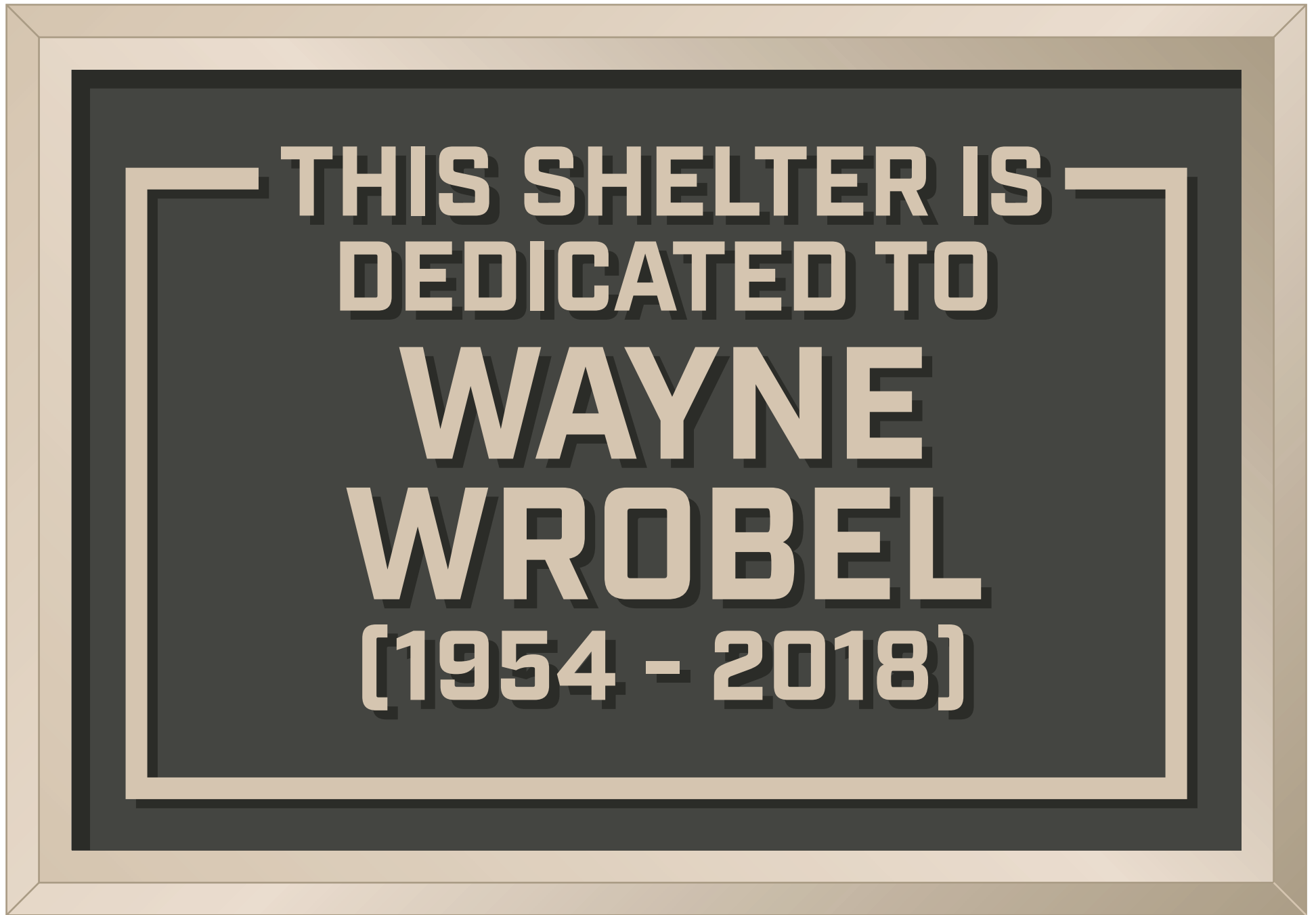
Thank you for your consideration.

Sincerely,

CAMBRIDGE OF NOVI, L.L.C.

Mark F. Guidobono

10" x 7" Cast Bronze Plaque



FINAL VERBIAGE TO BE DETERMINED BY THE CITY OF NOVI

CITY COUNCIL MINUTES EXCERPT

OCTOBER 10, 2022

2. **Consideration to Introduce Ordinance No. 22-147.02, an Ordinance to Amend the City of Novi Code of Ordinances, as amended, Chapter 2, Administration, Article VI, Purchase and Sale of Property, Section 2-201, Authorization for Expenditures, with regard to the expenditure amounts requiring Council approval. FIRST READING**

CM 22-10-131 Moved by Smith, seconded by Casey; MOTION CARRIED: 6-0

Approval of Ordinance No. 22-147.02, an Ordinance to Amend the City of Novi Code of Ordinances, as amended, Chapter 2, Administration, Article VI, Purchase and Sale of Property, Section 2-201, Authorization for Expenditures, with regard to the expenditure amounts requiring Council approval. FIRST READING

Roll call vote on CM 22-10-131

**Yeas: Smith, Thomas, Gatt, Staudt, Casey,
Fischer
Nays: None
Absent: Crawford**

3. **Consideration of approval to award engineering design services to Spalding DeDecker for phase 2 of the asbestos cement water main replacement program along with ductile iron water main replacement on Roethel Drive, in the amount of \$390,312.50.**

CM 22-10-132 Moved by Casey, seconded by Thomas; MOTION CARRIED: 6-0

Approval to award engineering design services to Spalding DeDecker for phase 2 of the asbestos cement water main replacement program along with ductile iron water main replacement on Roethel Drive, in the amount of \$390,312.50.

Roll call vote on CM 22-10-132

**Yeas: Thomas, Gatt, Staudt, Casey, Fischer,
Smith
Nays: None
Absent: Crawford**

4. **Consideration of the request of Cambridge of Novi, LLC for a Second Amendment to the previously-approved Planned Rezoning Overlay (PRO) Agreement, JSP 17-52 and JSP 21-12, Terra, associated with Zoning Map Amendment 18.718. The applicant received approval for a 41-unit single-family ranch development on approximately 30.14 acres on the north side of Nine Mile Road, east of Napier Road. The current amendment is requested to make changes to sidewalks in the Phase 2 portion of the project.**

Mark Guidobono said he was representing Cambridge Homes and the residents at Terra. He said they were asking for an Amendment to the PRO in three areas, one has been

already resolved with the city. He said they met with Rick Meader on the trees, and they were able to find location to plant the remainder of those trees. He stated the second item was the sidewalk over by the drain, which he could call the sidewalk to nowhere because we had no sidewalk on that side of the street, so they had to cross the street. He said he did not have a map up to be able to show you that. He stated this is kind of simple, the culvert is not able to get the sidewalk in because there is not enough room. He said they had to move that culvert over about three and a half feet, it was a decision the city made on the spot, it was a good call from an engineering standpoint, that prevented us from putting the sidewalk in, we could do it with a retaining wall, but it is a \$20,000 retaining wall, it just did not make any sense because you would still have to cross the street to the north side of Villa Court to get across to Villa Drive because that is where the approach is on the north end there. He said on the plan, you would see that it is kind of the sidewalk to nowhere. He said the third thing was the ITC Trail connection. He mentioned when they were getting their approvals, Planning wanted connectivity and this was at a time when the ITC Trail was on the south side of Nine Mile Road. He said during the approval process and that connection with Planning it asks us to put it in and we did, but as we went through the approval process, we kind of recommended to the Planning Commission and the City Council that we move that ITC Trail from the south side of Nine Mile to the north side of Nine Mile to have one street crossing instead of two street crossings and we agreed to work with the city on that, but we still left the connection and to the ITC Trail when we are we do have a connection right at our entrance because the ITC Trail crosses right at our entrance. He said having two connections is redundant in their mind and the residents would prefer that we try to also block as much of the ITC powerlines, he knew we could not block the towers because they are so big. He stated they could raise the berm up about another eight or 10 feet by eliminating this ITC connection, which could be confusing for people coming down the trail, which way do they go? He said he was representing the residents and they would prefer not to have this connection, they have it right at the entrance, and he agreed with them that they would like to see a more enclosed situation with the berm to block those ITC power lines. He said another thing that is real is that when you look at the site plan, it is very close to Unit Number 37, which is about 10 feet away from this house and it is just a little too uncomfortable once that home is sold for that resident. He asked that for the amendments to the PRO. He said that is the third thing on the list, although with regarding the changes to the PRO. He said the last thing he wanted to talk to City Council about was about Wayne Wroble. He believed he sat on the City Council prior to his passing during our project and they are proposing to dedicate a plaque for Wayne and attach it to the ITC shelter that they are building for the city right now if that were something the City Council would support. He said he was happy to answer any question anybody had.

Mayor Gatt said before him opened it up to City Council for discussion or a motion and if anybody had any questions for Mr. Guidobono, he wanted to say that the plaque is a very nice, very classy, and the city will support that plaque and he hoped that we could include Wayne's widow, Debbie, because she would be very touched by that.

Mayor Pro Tem Staudt said he was taking a quick look at the drawings, he said this is a situation where he thought our Planning was well intentioned, but the result is probably

not particularly acceptable. He did not know that the time that we totally understood what we were looking at in terms of the second phase and he was in support of eliminating this from the PRO, he was just trying to find where the action was, he said he was looking at this approval is subject to that one, two, and three? He asked City Attorney Schultz for clarification on the motion. City Attorney Schultz said if he understood correctly that you would add the request that the Planning Commission did not grant, that the Council would be approving, you would add that as Item B, under number two, that you would grant the deviation with regard to the ITC Trail connection.

CM 22-10-133 Moved by Staudt, seconded by Casey; MOTION CARRIED: 6-0

Tentative approval of the request of Cambridge of Novi, LLC for a Second Amendment to the previously-approved Planned Rezoning Overlay (PRO) Plan and Agreement, JSP 17-52 and JSP 21-12 Terra, based on the following findings, deviations, and conditions, with the direction that the City Attorney's Office shall prepare the required Second Agreement and work with the applicant to return to the City Council for Final Consideration pursuant to the PRO Ordinance:

- 1. This approval is subject to all conditions listed in the original PRO agreement recorded April 9, 2019, unless otherwise amended with the First Amendment and this approval.**
- 2. The PRO Agreement will be amended to include the following ordinance deviation:**
 - a. Deviation from Subdivision Ordinance (Section 4.05) and the Design & Construction Standards (Section 11-256(b)) to allow for the absence of sidewalk along a portion of the south side of Villa Court as shown in the revised Plan dated June 14, 2022, as recommended by the Planning Commission.**
 - b. Eliminate the condition that the applicant provide a sidewalk connection from the east side of the development to the ITC Trail.**
- 3. The applicant will work with City staff to locate woodland replacement trees in alternative locations on the site whenever possible and ensure their protection within a conservation easement. Payment into the Tree Fund in accordance with the terms of the Woodland Ordinance shall be made only when on-site planting is not possible, as determined by the City Planner.**

Member Fischer had a question on the motion. He stated Item three is resolved, so is Item three incorporated in that motion or it sounds like that has already been addressed by staff. City Attorney Schultz said when he read that, he thought it was okay to keep it in there just so it continues to track. Member Fischer said ok, he was fine with that and he thanked him for his clarification.

Mayor Gatt wanted to put his comments on the record. He asked City Manager Auger if the Planning Commission recommended against granting this is that correct? City Manager Auger replied yes. Mayor Gatt said that is what he read. He indicated that normally City Council does not go against our Planning Commission. He stated those are very dedicated citizens who work very hard at their job and take it very seriously and he commended them for their work on this. He said he was going to support this motion because after receiving all the letters we did from the residents and listening to Mr. Guidobono, he said he did not think they had a full grasp on all the aspects of this.

Member Casey said she wanted to put her comments on the record as well. She said she was supporting the motion to eliminate the connection into Terra. She said she was in the neighborhood over the weekend, and she saw quite a few people biking and riding right by your neighborhood. She thought the connection that already exists from the Trailhead to the sidewalk is going to be well sufficient for both your residents and then all the other residents of that neighborhood to be able to get to and from without having to come into the complex. She said she also looked at the berm and she was happy to give you the opportunity to make that larger.

Roll call vote on CM 22-10-133

**Yeas: Gatt, Staudt, Casey, Fischer, Smith,
Thomas**
Nays: None
Absent: Crawford

5. Consideration of a selection process for the next City Manager

City Manager Auger said with his announcement that he was retiring from City management; it is the City Council's next step is to choose how they want to proceed in selecting the next city manager.

Mayor Gatt said he wrote out some notes so that he did not forget anything because this is in his humble opinion what they are faced with now will be the most important decision that the City Council can make. He said it is something that does not happen often. He said the news that Mr. Auger was retiring came as a surprise to all of us. He said there will be many opportunities in the coming weeks to say thank you for your service to our great city. He said on behalf of all his colleagues on City Council, and the 67,000 people who call Novi home, thank you. We wish you the very best in your future endeavors, good health, and happiness always. He said with Mr. Auger's announcement comes the Novi City Council's most important task finding a replacement. He said it is the most important work that we can possibly do. He stated it is more important than anything else that the City Charter calls on them to perform. He said it affects every city employee, all 67,000 residents and every business located in the city. He said the City Manager runs the day-to-day operations of the great city and it is our job now to find someone capable of doing so in the manner that we have all become accustomed to. Professional, filled with integrity, transparent with what is best for Novi always is at the top of our minds. He said to hire a City Manager is the sole responsibility of the Novi City Council, the City Charter is perfectly clear about that. He said the majority of the City Council will eventually vote