



CITY of NOVI CITY COUNCIL

Agenda Item 2
October 23, 2017

SUBJECT: Consideration to approve First Amendment to Consent Judgment in the case of Eldridge v City of Novi, Oakland County Circuit Court Case No. 06-073087-CH, relating to property on the north side of Twelve Mile Road east of Novi Road and the Oakland Hills Cemetery.

SUBMITTING DEPARTMENT:

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION: The City was sued in 2006 by William Eldridge, who challenged the zoning on an approximately 10-acre parcel of property north of Twelve Mile Road between Novi Road and Meadowbrook Road. (See maps, attached.) The property at the time was subject split zoning, with the front approximately 3 acres zoned OS-1 (Office Services District) and the remainder zoned RA (Residential Acreage). Mr. Eldridge originally sought to rezone the property to RM-1, with a Planned Rezoning Overlay (PRO). The City denied the rezoning and the lawsuit followed.

The City settled the lawsuit in 2007 by expanding the scope and number of permitted uses, among other things. The Consent Judgment still permits the OS-1 use. (See copy attached.)

The property has recently been acquired by a successor owner, who seeks to develop, or secure approval to develop, a senior living facility. However, the developer seeks to include independent living units among other uses for senior adults—specifically, specialized memory care and assisted living units.

Under the City's Zoning Ordinance, in the OS-1 and OS-2 districts, uses can include "facilities for human care." However, those uses are described as including "general hospitals, sanitariums, convalescent homes, hospice care facilities, and assisted living facilities." See Section 4.64. Independent living units would not be permitted.

The City has met with the developer and reviewed the proposed use. City Council has been informed in the proposed use as well, and desires to enter into a First Amendment to Consent Judgment to allow some independent living units within and as part of the overall senior facility, up to 50% of the total development.

A copy of the proposed First Amendment to Consent Judgment is attached for Council's review and approval. If the Council approves the amendment, the document will be finalized, entered with the Oakland County Circuit Court, and recorded against the property. The development would then proceed in the normal course for any development project (i.e., no City Council approval is required under the original Consent Judgment or this First Amendment.)

RECOMMENDED ACTION: Approve First Amendment to Consent Judgment in the case of Eldridge v City of Novi, Oakland County Circuit Court Case No. 06-073087-CH, relating to property on the north side of Twelve Mile Road east of Novi Road and the Oakland Hills Cemetery, with the final form of the Amendment, including any minor and non-substantive changes, to be approved by the City Manager and City Attorney's Office.

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6-15-07
Copy: Steve R.
Barb Mels
Margaret
Tom Schultz

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

WILLIAM R. ELDRIDGE,

Plaintiff,

vs.

CITY OF NOVI, a Municipal Corporation,

Defendant.



DYKEMA GOSSETT-A PROFESSIONAL LIMITED LIABILITY COMPANY-3000 WOODWARD AVENUE SUITE 2000 FARMINGTON HILLS MICHIGAN 48334

Thomas M. Hanson (P62725)
DYKEMA GOSSETT PLLC
Attorneys for Plaintiff
2723 South State Street, Ste. 400
Ann Arbor, MI 48104
(734) 214-7668

Thomas J. McGraw (P48817)
KUPELIAN ORMOND & MAGY
Attorneys for Defendant
25800 Northwestern Highway, Suite 950
Southfield, MI 48075
(248) 357-0000

CONSENT JUDGMENT

At a session of said Court held in the City of Pontiac, County of
Oakland, and State of Michigan on MAY 23 2007, 2007

PRESENT: THE HONORABLE MARK A. GOLDSMITH
Circuit Court Judge

The parties to this Consent Judgment having agreed to settle this dispute as reflected in
this Consent Judgment, which Consent Judgment is to be deemed to incorporate all exhibits
attached hereto; each of the parties to this Consent Judgment having represented that all
requirements necessary for the party to bind itself to this Consent Judgment have been met; the
Court having reviewed the settlement reflected in this Consent Judgment and having specifically

found that its terms are fair, just and reasonable and in the public interest, and that it has been entered into in good faith by the parties;

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. The following findings are incorporated within and made a part of this Consent Judgment:

- A. Plaintiff is a resident of Michigan residing in Oakland County, Michigan.
- B. Defendant is a Michigan municipal corporation organized under the laws of the State of Michigan.
- C. The subject of this action involves approximately 10 acres of land located to the north of Twelve Mile Road between Novi Road and Meadowbrook Road in the City of Novi, which is more particularly described in Exhibit A hereto (the "Property"). Plaintiff represents and acknowledges that the property is not, and at no point has been, platted for and/or used for cemetery or burial purposes.
- D. The Property is owned by Plaintiff.
- E. The Property is currently split zoned. The front 2.995 acres is zoned OS-1 (Office Services District); the remainder is zoned RA (Residential Acreage).
- F. Plaintiff's assignee initially sought re-zoning of the Property to RM-1 ("Low Density Multiple Family Residential"), and thereafter alternatively sought approval for "PRO" zoning, or "Planned Rezoning Overlay," proposing 64 units in eight buildings under the requested RM-1 zoning.

G. The City denied the re-zoning requests and Plaintiff filed this action to challenge the validity of the City's action.

H. The parties have now determined to amicably resolve this dispute by agreeing that, notwithstanding the zoning classifications of the Property and in addition to the uses permitted under said zoning classifications, the Property may be used or developed as provided in this Consent Judgment.

2. Subject to the conditions and terms of this Consent Judgment, and in addition to the uses already permitted under the existing zoning classifications of the Property, the City and its agents, employees, representatives and officials, shall be and the same hereby are deemed to have given their approval for the use by Plaintiff and his assignees, heirs, successors, and transferees of the Property as set forth in Paragraph 3 below; provided, however, that any development of the Property must satisfy all applicable City, County, State, and Federal agency criteria and standards, except to the extent expressly modified by the terms of this Consent Judgment. In addition to those uses already permitted under the current zoning classifications for the Property, Plaintiff, his assignees, heirs, successors, tenants, mortgagees, and transferees, are hereby authorized to develop and use the Property as set forth herein, and Plaintiff, his assignees, heirs, successors, tenants, mortgagees, and transferees are prohibited from using, developing, and operating the Property in a manner inconsistent with the terms of this Consent Judgment and City Ordinances. The City is prohibited from interfering with or obstructing Plaintiff's, and his assignees', heirs', successors', tenants', mortgagees' and transferees', right to use, develop and operate the Property in accordance with the terms of this Consent Judgment and City Ordinances.

3. The development of the Property shall be subject to the following requirements and features:

A. Permitted Uses: The Property shall be permitted to be developed for any principal permitted use in the OS-1 and OS-2 zoning districts, and the OSC district except for hotels, motels, and hospitals, subject to the requirements and restrictions set forth for such districts, so long as such districts remain a part of the zoning ordinance. The Property shall also be permitted to be developed for a funeral home and/or mortuary establishment as if such use were a permitted use under any of the zoning classifications set forth above (provided, however, that the conditions required for the provision of adequate assembly area, in addition to off-street parking requirements, shall still apply).

B. Special Uses: Should Plaintiff and/or its assignees, successors, tenants, mortgagees, heirs and/or transferees desire to develop any or all of the Property for a special use under the zoning districts identified in the preceding paragraph, such development shall comply with the requirements of the City Zoning Ordinance for approval of such uses. Notwithstanding anything to the contrary in this Consent Judgment, a funeral home and/or mortuary establishment use shall be deemed a permitted use, subject to the proviso stated in the preceding paragraph, and shall not be deemed a special use.

transferees seek to develop the Property as a general and/or site condominium, approval of the condominium documents in accordance with all applicable laws and regulations of the City and any other regulatory authority shall not be unreasonably withheld so long as they comply with such laws and regulations. Plaintiff shall, however, be responsible for and shall take all necessary steps to secure, a land division to create a separate parcel conforming to the legal description attached as Exhibit A.

6. To the extent that any specific terms or provisions in this Consent Judgment are inconsistent with any of the provisions or requirements of the City's Zoning Ordinance, or other codes, ordinances, regulations or procedures of the City in effect at the time of the submittal for site plan approval for any proposed development of the Property or any portion thereof, the terms of this Consent Judgment shall now and shall hereafter control. Subsequent enactments to, modifications of, or amendments to the City's Zoning Ordinance, or other codes, ordinances, regulations or procedures of the City shall not apply in any respect to the Property to the extent they are inconsistent with or vary the terms of this Consent Judgment.

7. Subject to the terms and provisions of this Consent Judgment, all of the claims and causes of action alleged by Plaintiff in the action or which could have been alleged by Plaintiff or any other person or entity having an ownership interest in the Property, including all claims for money damage relief, shall be, and they are hereby, dismissed with prejudice and without costs or fees to any party. No attorney fees or costs shall be awarded to any party, including any fees or costs available under 42 USC §1988, or any other statute, law, regulation or ordinance.

8. The uses, structures, lots, and related setbacks expressly permitted by this Consent Judgment shall not be deemed nonconforming uses, structures, lots and setbacks, but rather shall be deemed conforming uses, structures, lots and setbacks.

9. All of the provisions of this Consent Judgment shall be binding upon and inure to the benefit of Plaintiff and the City, and their respective heirs, successors, assigns and transferees. Plaintiff may assign some or all of his rights and obligations under this Consent Judgment, provided any such assignee(s) shall, by operation of this Consent Judgment, be bound by the terms hereof. Any reference in this Consent Judgment to the City shall include any agent, employee, representative and official of the City.

10. This Consent Judgment shall be filed with the Register of Deeds for the County of Oakland. This Consent Judgment shall be deemed to run with the land as if they were covenants running with the land.

11. This Consent Judgment may be modified only by written agreement of the parties hereto, or their successors in interest, with the requisite approval of the City Council.

12. The Court shall retain jurisdiction of this matter in order to assure compliance with and enforcement of the terms and conditions of this Consent Judgment.

IT IS SO ORDERED. This Consent Judgment resolves the last pending claim and closes this case.

Dated: MAY 23 2007

**MARK A. GOLDSMITH
CIRCUIT JUDGE**

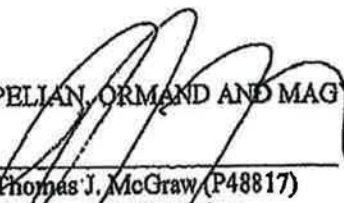
HONORABLE MARK A. GOLDSMITH
Circuit Court Judge

Approved for entry as to
form and substance:

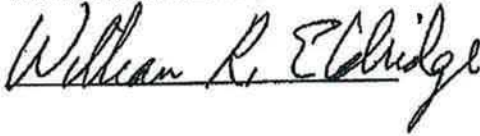
DYKEMA GOSSETT PLLC

By: 
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KUPELIAN, ORMAND AND MAGY

By: 
Thomas J. McGraw (P48817)
Attorneys for Defendant
25800 Northwestern Highway, Suite 950
Southfield, MI 48075
(248) 357-0000

WILLIAM ELDRIDGE



**DRAFTED BY AND WHEN RECORDED
RETURN TO:**
Thomas M. Hanson
Dykema Gossett PLLC
2723 South State Street, Suite 400
Ann Arbor MI 48104

903915

AA01192737.1
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A TRUE COPY
RUTH JOHNSON
Oakland County Clerk Register of Deeds
By: 

DYKEMA GOSSETT A PROFESSIONAL LIMITED LIABILITY COMPANY 7000 WOODWARD AVENUE SUITE 2000 FARM HILLS, MICHIGAN 48334



40389 Grand River Avenue - Suite 110 • Novi, Michigan 48375-2123
248.478.7880 • Fax 248.473.7890

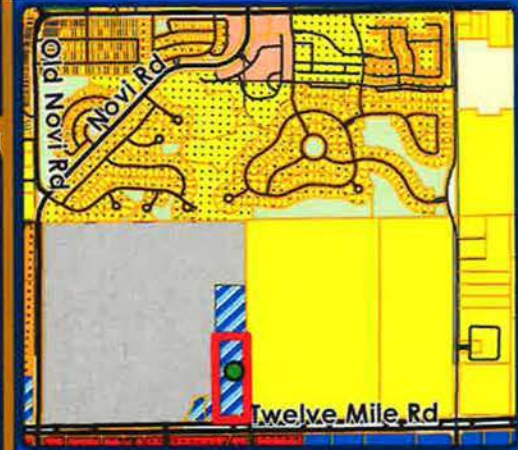
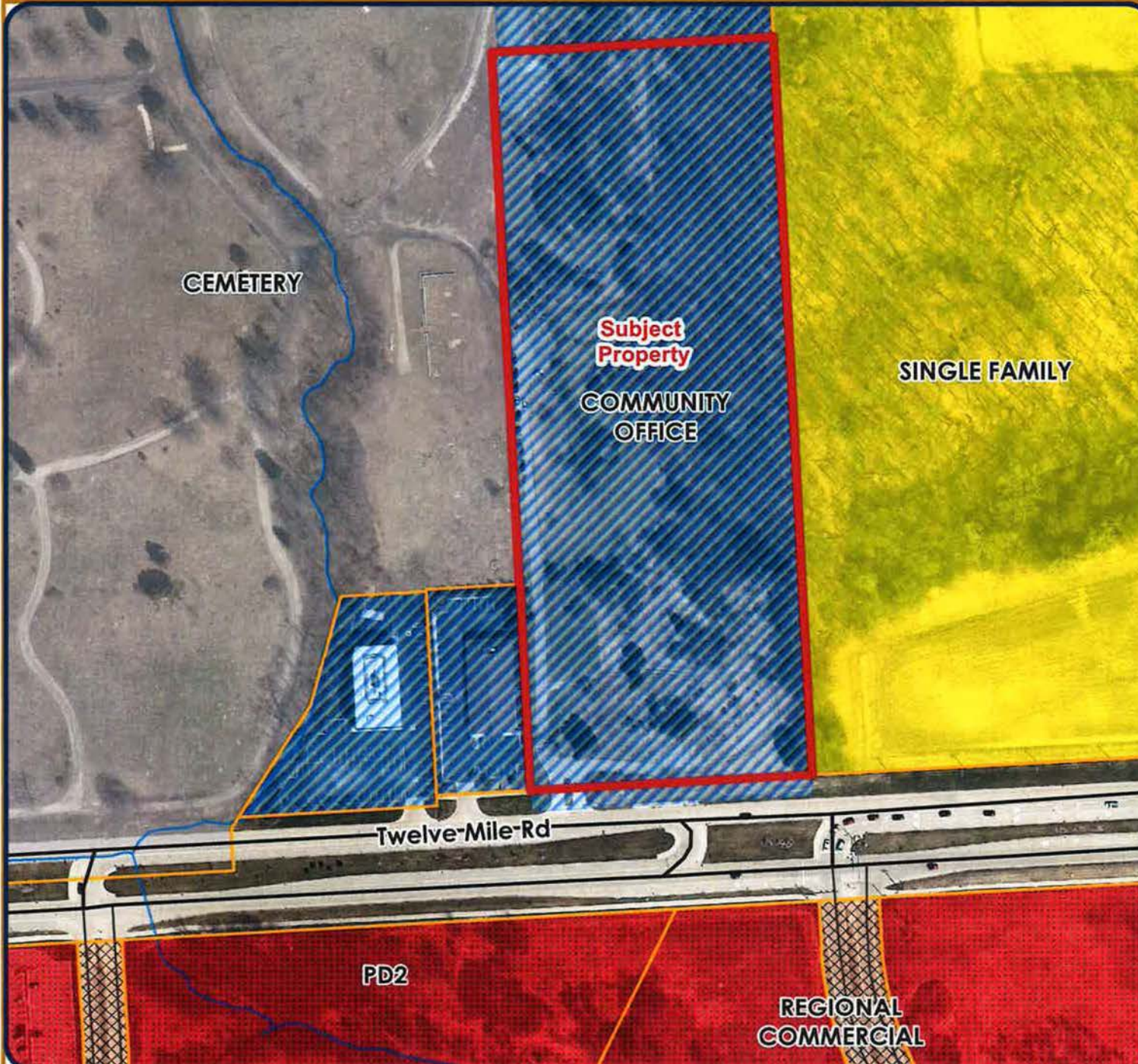
February 20, 2003
Job No. 01-032

Legal Description
Part of Tax Id. 22-11-300-003 and Tax Id. 22-11-300-006

A part of the Southwest 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the South 1/4 Corner of said Section 11; thence North 00°14'12" East, 90.00 feet, along the North and South 1/4 line of said Section 11, to the Point of Beginning; thence Due West, 399.75 feet, (previously described as 400.00 feet), (said line being 90.00 feet North of and parallel to the South line of said Section 11 and the centerline of Twelve Mile Road); thence North 00°23'54" East, 296.70 feet; thence Due West, 1.09 feet; thence North 00°14'12" East, 762.31 feet; thence Due East, 400.00 feet, to a point on the North and South 1/4 line of said Section 11, (said point being South 00°14'12" West, 1483.31 feet, from the Center of said Section 11); thence South 00°14'12" West, 1059.00 feet, along the North and South 1/4 line of said Section 11, to the Point of Beginning. All of the above containing 9.720 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

17-66 Novi Senior Community Project

Future Land Use



LEGEND

FUTURE LAND USE

- Single Family
- PUD
- Multiple Family
- PD1
- Mobile Home Park
- Community Office
- Office RD Tech
- Local Commercial
- Regional Commercial
- PD2
- Educational Facility
- Public Park
- Private Park
- Cemetery

CITY OF

NOVI
 cityofnovi.org

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

Map Author: Sri Komaragiri
 Date: 10/16/17
 Project: 17-66 Novi Senior Community Project
 Version #: 1

0 45 90 180 270 Feet
 1 inch = 208 feet

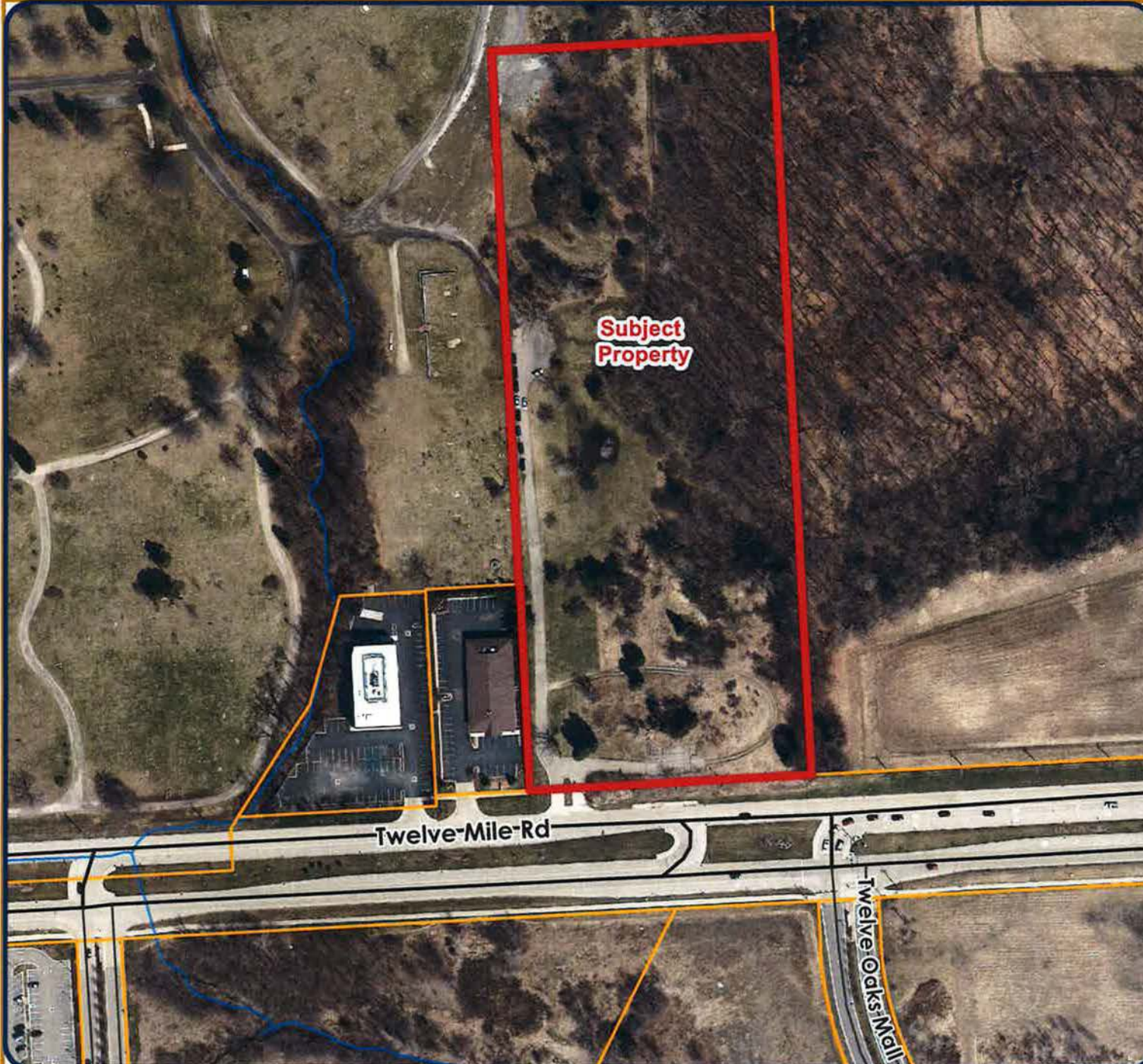


MAP INTERPRETATION NOTICE

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.

17-66 Novi Senior Community Project

Location



LEGEND

 Sections



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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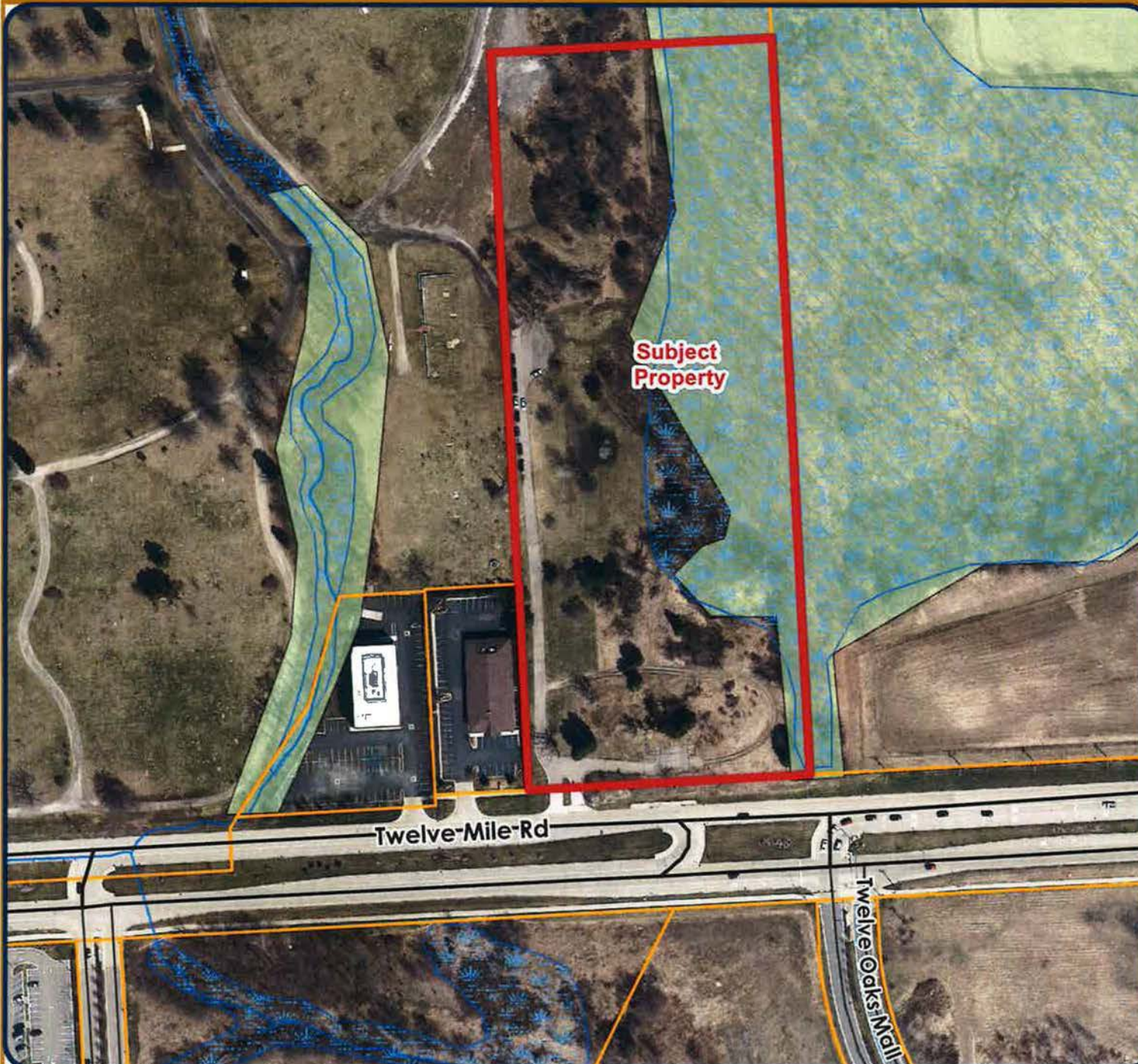


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17-66 Novi Senior Community Project

Natural Features



- LEGEND**
- WETLANDS
 - WOODLANDS



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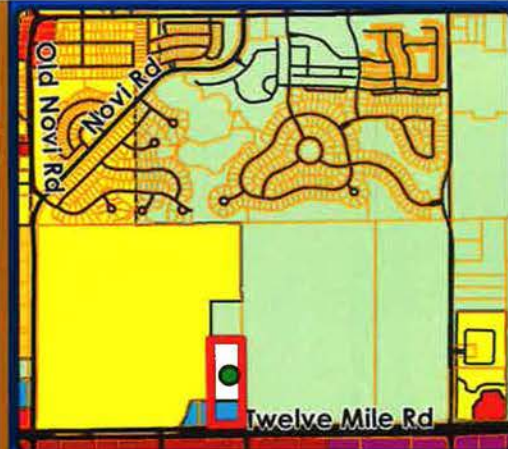
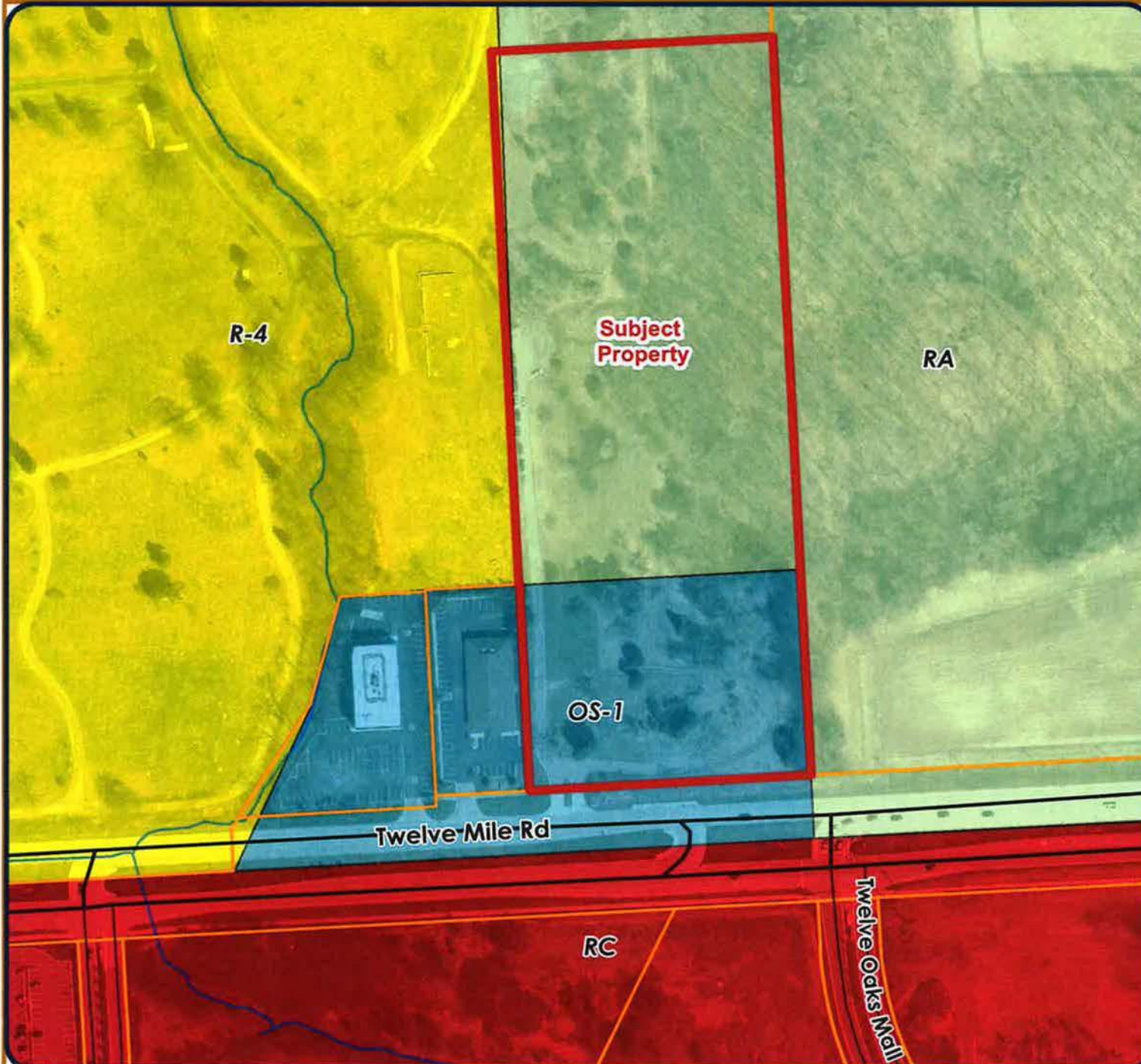
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17-66 Novi Senior Community Project

Zoning



LEGEND

- R-A: Residential Acreage
- R-1: One-Family Residential District
- R-4: One-Family Residential District
- RM-1: Low-Density Multiple Family
- MH: Mobile Home District
- B-3: General Business District
- OS-1: Office Service District
- OST: Office Service Technology
- RC: Regional Center District



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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BKV

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 Architecture
 Interior Design
 Landscape Architecture
 Engineering
 Boarman
 Kroos
 Vogel
 Group
 Inc.

343 South Dearborn Street
 Fisher Building, Suite 203
 Chicago, IL 60604
 Telephone: 312.279.0470
 WWW.BKVGROUP.COM
 EOE

CONSULTANTS

PROJECT TITLE
 CA Novi Senior Housing

KEY PLAN

ISSUE #	DATE	DESCRIPTION
		NOT FOR CONSTRUCTION

CERTIFICATION

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Architect under the laws of the State of Michigan.

John A. Boarman
 License Number: _____ Date: 5/18/17

DATE	BY
5/18/17	JB
5/18/17	JB
5/18/17	JB

SHEET TITLE

LEVEL 1

SHEET NUMBER

A1.1

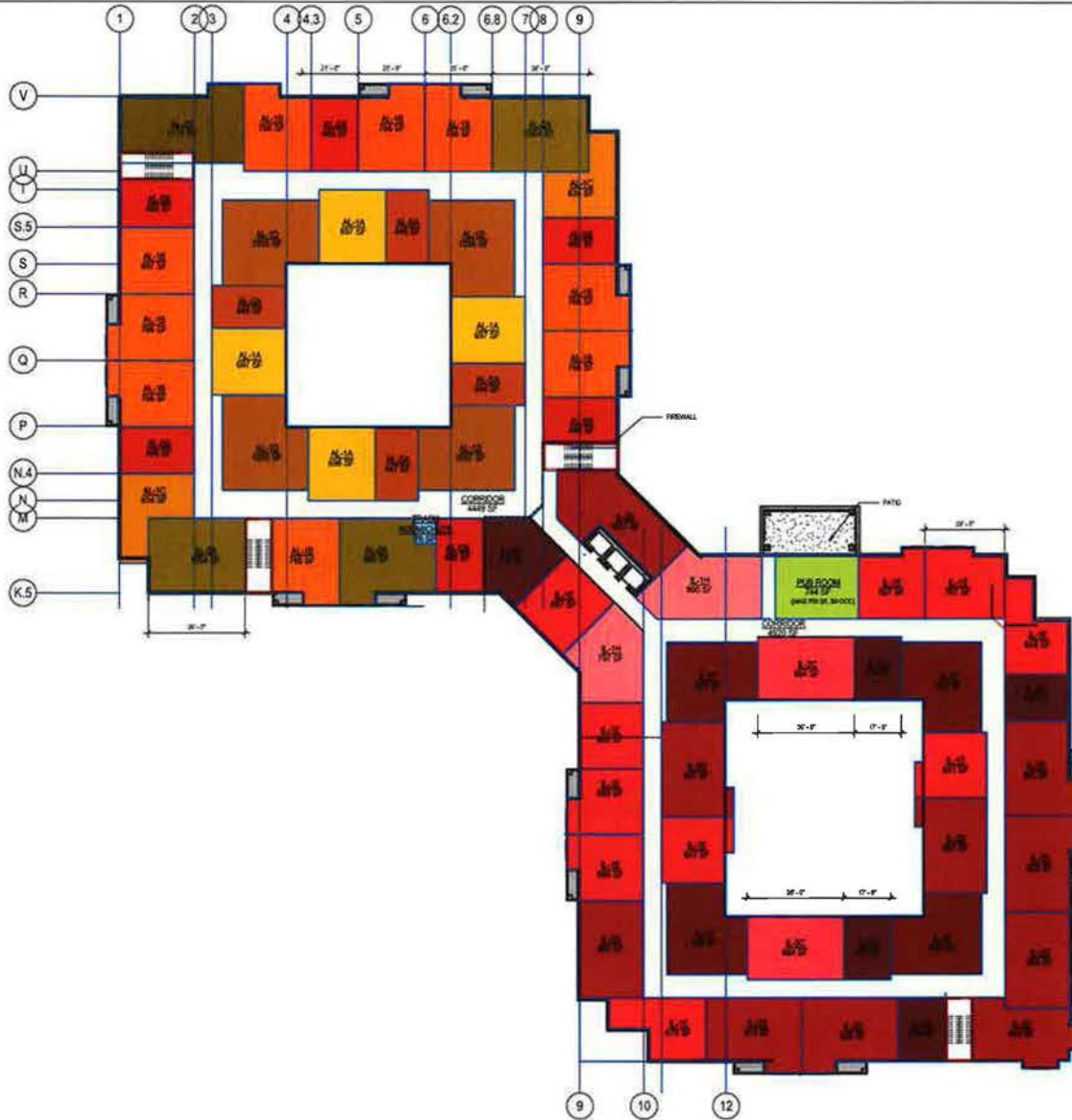
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	MC	AL	IL	TOTAL
LEVEL 1	39	-	13	52
LEVEL 2	-	33	32	65
LEVEL 3	-	33	33	66
TOTAL	39	66	78	183



BIM 360//1965-10 Novi MI/1965-10 CA Novi MI_2016_A1.rvt
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SENIOR ASSISTED LIVING



SENIOR INDEPENDANT LIVING

BKV

GROUP
Architecture
Interior Design
Landscape Architecture
Engineering

Boarman
Kroos
Vogel
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343 South Dearborn Street
Fisher Building, Suite 203
Chicago, IL 60604
Telephone: 312.279.0470
www.bkvgroup.com
EOE

CONSULTANTS

PROJECT TITLE

CA Novi Senior
Housing

KEY PLAN

ISSUE #	DATE	DESCRIPTION
---------	------	-------------

NOT FOR CONSTRUCTION

CERTIFICATION

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Architect under the laws of the State of Michigan.

Boarman Kroos Vogel
Boarman
Kroos
Vogel
Group
Inc.
License Number: _____
Date: 9/24/17

DATE	BY
9/24/17	BOA
9/24/17	BOA
9/24/17	BOA

SHEET TITLE

LEVEL 3

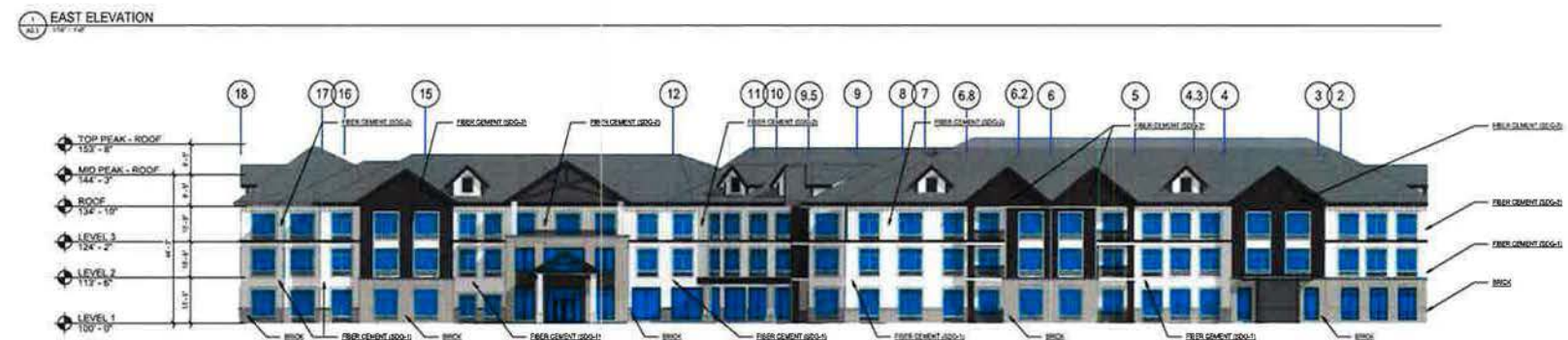
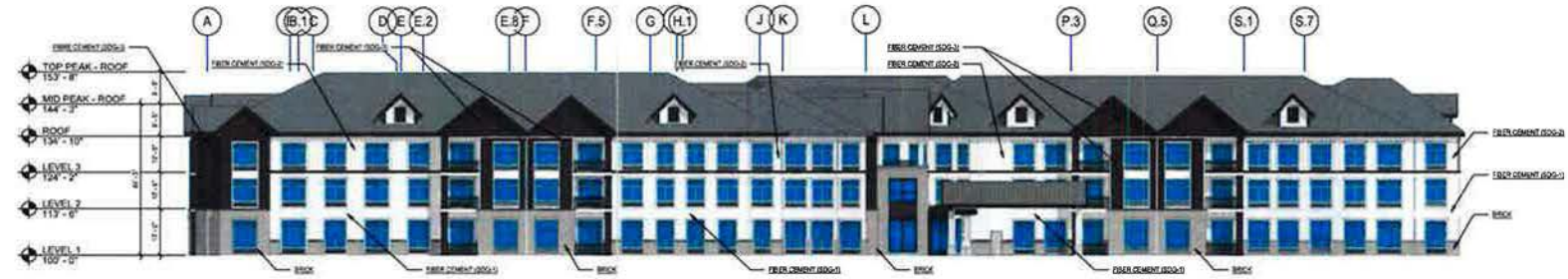
SHEET NUMBER

A1.3

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ELEVATION DESIGNATION	PER CEMENT DOGS	BRICK VENEER	STANDING SEAM METAL ROOF	ASPHALT SHINGLE ROOF	WINDOW/FRAC UNIT	TOTAL
NORTH ELEVATION	17.225	11.225	.225	24.225	12.225	105.225
SOUTH ELEVATION	21.225	11.225	.225	24.225	12.225	109.225
EAST ELEVATION	18.225	11.225	.225	24.225	12.225	106.225
WEST ELEVATION	20.225	11.225	.225	24.225	12.225	108.225
EAST LINK ELEVATION	21.225	11.225	.225	24.225	12.225	109.225
WEST LINK ELEVATION	20.225	11.225	.225	24.225	12.225	108.225



MATERIAL LEGEND

(PDS-1) LAF BRICK - 1" P	
(PDS-2) BOARD & BATTEN - 1" x 6" C	
(PDS-3) SHANK	
(BRO-1) BRICK	
(ASP) ASPHALT SHINGLES	
(SMM) STANDING SEAM METAL	

PROJECT TITLE
CA Novi Senior Housing

KEY PLAN

ISSUE #	DATE	DESCRIPTION

CERTIFICATION

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Architect under the laws of the State of Michigan.

John Boarman
 John Boarman
 License Number: 41151/T
 Date

DATE	BY

SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

A5.1

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NOVI SENIOR COMMUNITY PROJECT PRELIMINARY SITE PLAN

A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

DESCRIPTION OF PROPERTY (OF RECORD)

PART OF TAX ID . 22-11-300-008

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 11; THENCE N07°14'12"E, 80.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, TO THE POINT OF BEGINNING; THENCE DUE WEST, 389.70 FEET, (PREVIOUSLY DESCRIBED AS 400.00 FEET), (SAD LINE BEING 80.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 11 AND THE CENTERLINE OF TWELVE MILE ROAD); THENCE N02°23'54"E, 296.70 FEET; THENCE DUE WEST, 1.00 FEET; THENCE N07°14'12"E, 762.31 FEET; THENCE DUE EAST, 400.00 FEET, TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, (SAD POINT BEING S07°14'12"W, 1483.34 FEET, FROM THE CENTER OF SAID SECTION 11, TO THE POINT OF BEGINNING); THENCE S07°14'12"W, 1056.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, TO THE POINT OF BEGINNING.

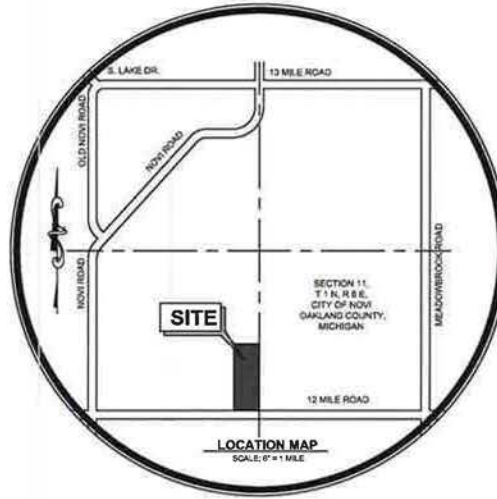
ALL OF THE ABOVE BEING SUBJECT TO EASEMENT, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

DESCRIPTION OF PROPERTY (ALL SUBJECTS)

PART OF TAX ID . 22-11-300-008

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 11; THENCE N07°13'43"E, 80.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, TO THE POINT OF BEGINNING; THENCE DUE WEST, 389.70 FEET, (SAD LINE BEING 80.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 11 AND THE CENTERLINE OF TWELVE MILE ROAD); THENCE N02°23'54"E, 296.70 FEET; THENCE DUE WEST, 1.00 FEET; THENCE N07°14'12"E, 762.31 FEET; THENCE DUE EAST, 389.84 FEET, TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, (SAD POINT BEING S07°13'43"W, 1483.48 FEET, FROM THE CENTER OF SAID SECTION 11); THENCE S07°13'43"W, 1056.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, TO THE POINT OF BEGINNING.

ALL OF THE ABOVE BEING SUBJECT TO EASEMENT, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.



INDEX OF SHEETS

- SHEET C-1 COVER SHEET
- SHEET C-2 BOUNDARY AND TOPOGRAPHIC SURVEY
- SHEET C-3 TREE SURVEY AND TREE REMOVAL PLAN
- SHEET C-4 TREE LIST
- SHEET C-5 PRELIMINARY SITE PLAN
- SHEET C-6 PRELIMINARY SITE PLAN DETAILS
- SHEET C-7 PRELIMINARY GRADING PLAN
- SHEET C-8 PRELIMINARY SITE CROSS SECTIONS
- SHEET C-9 PRELIMINARY UTILITY PLAN
- SHEET C-10 PRELIMINARY STORM WATER MANAGEMENT PLAN
- SHEET C-11 PRELIMINARY DRAINAGE AREA MAP AND STORM CALCULATIONS
- SHEET C-12 SITE DISTANCE PLAN
- SHEET L-1 LANDSCAPE PLAN - SOUTH
- SHEET L-2 LANDSCAPE PLAN - NORTH
- SHEET L-3 LANDSCAPE DETAILS
- SHEET PM-1 PHOTOMETRIC PLAN
- SHEET A1.1 LEVEL 1
- SHEET A1.2 LEVEL 2
- SHEET A1.3 LEVEL 3
- SHEET A5.1 EXTERIOR ELEVATIONS
- SHEET A5.2 EXTERIOR ELEVATIONS

GENERAL NOTES

1. THE CONTRACTOR SHALL NOTIFY THE CITY OF NOVI ENGINEERING DIVISION (248-342-0454) 48 HOURS PRIOR TO THE START OF CONSTRUCTION OF PUBLIC UTILITIES OR CONSTRUCTION IN THE STREET RIGHT-OF-WAY.
2. ON SITE PARKING SHALL BE PROVIDED FOR CONSTRUCTION WORKERS.
3. ALL ON-SITE STORAGE TANKS, EXCEPT THOSE CONTAINING POTABLE WATER, SHALL BE PROVIDED WITH SECONDARY CONTAINMENT EQUAL TO A MINIMUM 110% OF TANK CAPACITY.
4. ALL POTENTIAL UTILITY CONFLICTS MUST BE PHYSICALLY DETERMINED PRIOR TO THE START OF CONSTRUCTION OF UTILITIES. AN ENGINEERING INSPECTOR MUST BE PRESENT.
5. UNDERGROUND SANITARY SEWER, WATER MAIN, AND STORM SEWER ARE SHOWN FOR RECORD LOCATION WHERE NOT PHYSICALLY EVIDENT. ALL SECTS AND LOCATIONS ARE TO BE VERIFIED PRIOR TO AN CONSTRUCTION.
6. UNDERGROUND ELECTRIC, TELEPHONE, AND GAS LINE LOCATIONS ARE UNKNOWN AND NOT SHOWN AT THIS TIME. COPIES OF THE SURVEY WILL BE SENT TO THE RESPECTIVE COMPANIES REQUESTING THEIR LOCATIONS AND REVISIONS WILL BE MADE UPON RECEIPT OF THEIR COMMENTS.
7. TREE REMOVAL PERMIT IS REQUIRED.
8. STREET SIGNS SHALL BE INSTALLED BY ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF NOVI.



SOIL TYPES
 10B: 1 to 2 percent slopes
 10C: 2 to 3 percent slopes
 10D: 3 to 4 percent slopes
 10E: 4 to 5 percent slopes
 10F: 5 to 6 percent slopes
 10G: 6 to 7 percent slopes
 10H: 7 to 8 percent slopes
 10I: 8 to 9 percent slopes
 10J: 9 to 10 percent slopes
 10K: 10 to 12 percent slopes
 10L: 12 to 14 percent slopes
 10M: 14 to 16 percent slopes
 10N: 16 to 18 percent slopes
 10O: 18 to 20 percent slopes
 10P: 20 to 22 percent slopes
 10Q: 22 to 24 percent slopes
 10R: 24 to 26 percent slopes
 10S: 26 to 28 percent slopes
 10T: 28 to 30 percent slopes
 10U: 30 to 32 percent slopes
 10V: 32 to 34 percent slopes
 10W: 34 to 36 percent slopes
 10X: 36 to 38 percent slopes
 10Y: 38 to 40 percent slopes
 10Z: 40 to 42 percent slopes
 10AA: 42 to 44 percent slopes
 10AB: 44 to 46 percent slopes
 10AC: 46 to 48 percent slopes
 10AD: 48 to 50 percent slopes
 10AE: 50 to 52 percent slopes
 10AF: 52 to 54 percent slopes
 10AG: 54 to 56 percent slopes
 10AH: 56 to 58 percent slopes
 10AI: 58 to 60 percent slopes
 10AJ: 60 to 62 percent slopes
 10AK: 62 to 64 percent slopes
 10AL: 64 to 66 percent slopes
 10AM: 66 to 68 percent slopes
 10AN: 68 to 70 percent slopes
 10AO: 70 to 72 percent slopes
 10AP: 72 to 74 percent slopes
 10AQ: 74 to 76 percent slopes
 10AR: 76 to 78 percent slopes
 10AS: 78 to 80 percent slopes
 10AT: 80 to 82 percent slopes
 10AU: 82 to 84 percent slopes
 10AV: 84 to 86 percent slopes
 10AW: 86 to 88 percent slopes
 10AX: 88 to 90 percent slopes
 10AY: 90 to 92 percent slopes
 10AZ: 92 to 94 percent slopes
 10BA: 94 to 96 percent slopes
 10BB: 96 to 98 percent slopes
 10BC: 98 to 100 percent slopes
 10BD: 100 to 102 percent slopes
 10BE: 102 to 104 percent slopes
 10BF: 104 to 106 percent slopes
 10BG: 106 to 108 percent slopes
 10BH: 108 to 110 percent slopes
 10BI: 110 to 112 percent slopes
 10BJ: 112 to 114 percent slopes
 10BK: 114 to 116 percent slopes
 10BL: 116 to 118 percent slopes
 10BM: 118 to 120 percent slopes
 10BN: 120 to 122 percent slopes
 10BO: 122 to 124 percent slopes
 10BP: 124 to 126 percent slopes
 10BQ: 126 to 128 percent slopes
 10BR: 128 to 130 percent slopes
 10BS: 130 to 132 percent slopes
 10BT: 132 to 134 percent slopes
 10BU: 134 to 136 percent slopes
 10BV: 136 to 138 percent slopes
 10BW: 138 to 140 percent slopes
 10BX: 140 to 142 percent slopes
 10BY: 142 to 144 percent slopes
 10BZ: 144 to 146 percent slopes
 10CA: 146 to 148 percent slopes
 10CB: 148 to 150 percent slopes
 10CC: 150 to 152 percent slopes
 10CD: 152 to 154 percent slopes
 10CE: 154 to 156 percent slopes
 10CF: 156 to 158 percent slopes
 10CG: 158 to 160 percent slopes
 10CH: 160 to 162 percent slopes
 10CI: 162 to 164 percent slopes
 10CJ: 164 to 166 percent slopes
 10CK: 166 to 168 percent slopes
 10CL: 168 to 170 percent slopes
 10CM: 170 to 172 percent slopes
 10CN: 172 to 174 percent slopes
 10CO: 174 to 176 percent slopes
 10CP: 176 to 178 percent slopes
 10CQ: 178 to 180 percent slopes
 10CR: 180 to 182 percent slopes
 10CS: 182 to 184 percent slopes
 10CT: 184 to 186 percent slopes
 10CU: 186 to 188 percent slopes
 10CV: 188 to 190 percent slopes
 10CW: 190 to 192 percent slopes
 10CX: 192 to 194 percent slopes
 10CY: 194 to 196 percent slopes
 10CZ: 196 to 198 percent slopes
 10DA: 198 to 200 percent slopes
 10DB: 200 to 202 percent slopes
 10DB: 202 to 204 percent slopes
 10DC: 204 to 206 percent slopes
 10DE: 206 to 208 percent slopes
 10DE: 208 to 210 percent slopes
 10DF: 210 to 212 percent slopes
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 10DG: 214 to 216 percent slopes
 10DG: 216 to 218 percent slopes
 10DH: 218 to 220 percent slopes
 10DH: 220 to 222 percent slopes
 10DI: 222 to 224 percent slopes
 10DI: 224 to 226 percent slopes
 10DJ: 226 to 228 percent slopes
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 10DN: 242 to 244 percent slopes
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 10DO: 246 to 248 percent slopes
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 10DP: 250 to 252 percent slopes
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 10DQ: 254 to 256 percent slopes
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 10DR: 258 to 260 percent slopes
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 10DY: 286 to 288 percent slopes
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 10HG: 626 to 628 percent slopes
 10HG: 628 to 630 percent slopes
 10HI: 630 to 632 percent slopes
 10HI: 632 to 634 percent slopes
 10HJ: 634 to 636 percent slopes
 10HJ: 636 to 638 percent slopes

NOVI SENIOR COMMUNITY PROJECT

A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

DESCRIPTION OF PROPERTY OF RECORD

PART OF SAZ ID: 22-11-300-009

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS CORNER OF THE SOUTH 1/4 CORNER OF SAID SECTION 11, THENCE S07°14'12" E, 80.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, TO THE POINT OF BEGINNING, THENCE SUE WEST, 280.73 FEET, (PREVIOUSLY DESCRIBED AS 400.00 FEET), CURVE LINE BEING 80.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 11 AND THE CENTERLINE OF THOSE ALE ROAD, THENCE N02°27'47" E, 280.73 FEET, THENCE SUE WEST, 1.00 FEET, THENCE S07°14'12" E, 782.31 FEET, THENCE SUE EAST, 400.00 FEET, TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, SAID POINT BEING S07°14'12" W, 1483.34 FEET, FROM THE CENTER OF SAID SECTION 11, THENCE S07°14'12" E, 1099.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, TO THE POINT OF BEGINNING.

ALL OF THE ABOVE CONTAINING 9.120 ACRES.

ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

DESCRIPTION OF PROPERTY SUB DIVISIONS

PART OF SAZ ID: 22-11-300-009

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS CORNER OF THE SOUTH 1/4 CORNER OF SAID SECTION 11, THENCE S07°14'12" E, 80.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, TO THE POINT OF BEGINNING, THENCE SUE WEST, 280.73 FEET, CURVE LINE BEING 80.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 11 AND THE CENTERLINE OF THOSE ALE ROAD, THENCE N02°27'47" E, 280.73 FEET, THENCE SUE WEST, 1.00 FEET, THENCE S07°14'12" E, 782.31 FEET, THENCE SUE EAST, 280.84 FEET, TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, SAID POINT BEING S07°14'12" W, 1483.34 FEET, FROM THE CENTER OF SAID SECTION 11, THENCE S07°14'12" E, 1099.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, TO THE POINT OF BEGINNING.

ALL OF THE ABOVE CONTAINING 8.718 ACRES.

ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

WETLANDS	
WETLAND A	1588 S.F. = 0.366 ACRES
WETLAND B	9535 S.F. = 0.219 ACRES
WETLAND C	24814 S.F. = 5.671 ACRES
WETLAND D	3087 S.F. = 0.707 ACRES
WETLAND E	17054 S.F. = 3.911 ACRES
WETLAND F	27973 S.F. = 6.418 ACRES

BENCHMARK LIST

- #1102: "ON NORTH END OF GATE WELL LOCATED IN THE NORTHWEST QUARTER OF INTERSECTION 12 MILE ROAD AND NOVA ROAD, 1 FEET WEST OF BENCHMARK AND 15 FEET NORTH OF BACK OF CURVE. ELEVATION=34.88
- #1102: "ON NORTH END OF GATE WELL LOCATED BETWEEN LOTS 102 AND 103 12 MILE ROAD, SOUTH OF 13 MILE ROAD AND 17 FEET SOUTH OF BENCHMARK. ELEVATION=34.88
- #1102: "ON NORTH END OF GATE WELL LOCATED 100 FEET EAST OF WEST ENTRANCE TO 12 MILE ROAD, SOUTH OF 13 MILE ROAD, 15 FEET SOUTH OF BACK OF CURVE. ELEVATION=34.88
- #1102: "ON SOUTH FLANGE BOLT OF FIRE HYDRANT LOCATED 280 FEET EAST OF INTERSECTION 12 MILE ROAD TO DEPTOR MEDICAL CENTER REHABILITATION CENTER AND 12 MILE ROAD, 4 FEET NORTH OF BENCHMARK. ELEVATION=34.88
- #1102: "ON NORTH END OF GATE WELL LOCATED IN THE SOUTHWEST QUARTER OF INTERSECTION 12 MILE ROAD MEADOWCREEK, 10 FEET SOUTH OF BACK OF CURVE 12 MILE ROAD AND 4 FEET EAST OF BENCHMARK. ELEVATION=34.88



LEGEND

SECTION CORNER	BOUNDARY
EXISTING FIRE HYDRANT	EXISTING ADVERTISED MARKER
EXISTING GATE VALVE AND WELL	EXISTING CABLE TV
EXISTING WATER WELL	EXISTING ELECTRIC MARKER
EXISTING SANITARY MANHOLE	EXISTING TELEPHONE MARKER
EXISTING ROAD CATCH-BASIN	EXISTING MARKER
EXISTING YARD CATCH-BASIN	EXISTING UTILITY POLE
EXISTING IRON MARKER	EXISTING SIGN
EXISTING END SECTION	EXISTING TREE
EXISTING TRANSFORMER	EXISTING TREE
EXISTING UTILITY PIEDestal	EXISTING SHALVE
EXISTING CURVE INFORMATION	EXISTING SHALVE
EXISTING SHALVE	EXISTING SHALVE
EXISTING SHALVE	EXISTING SHALVE

1483.34 (D)
1483.48 (M)

TOTAL 2632.48 (M)

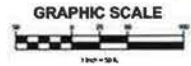
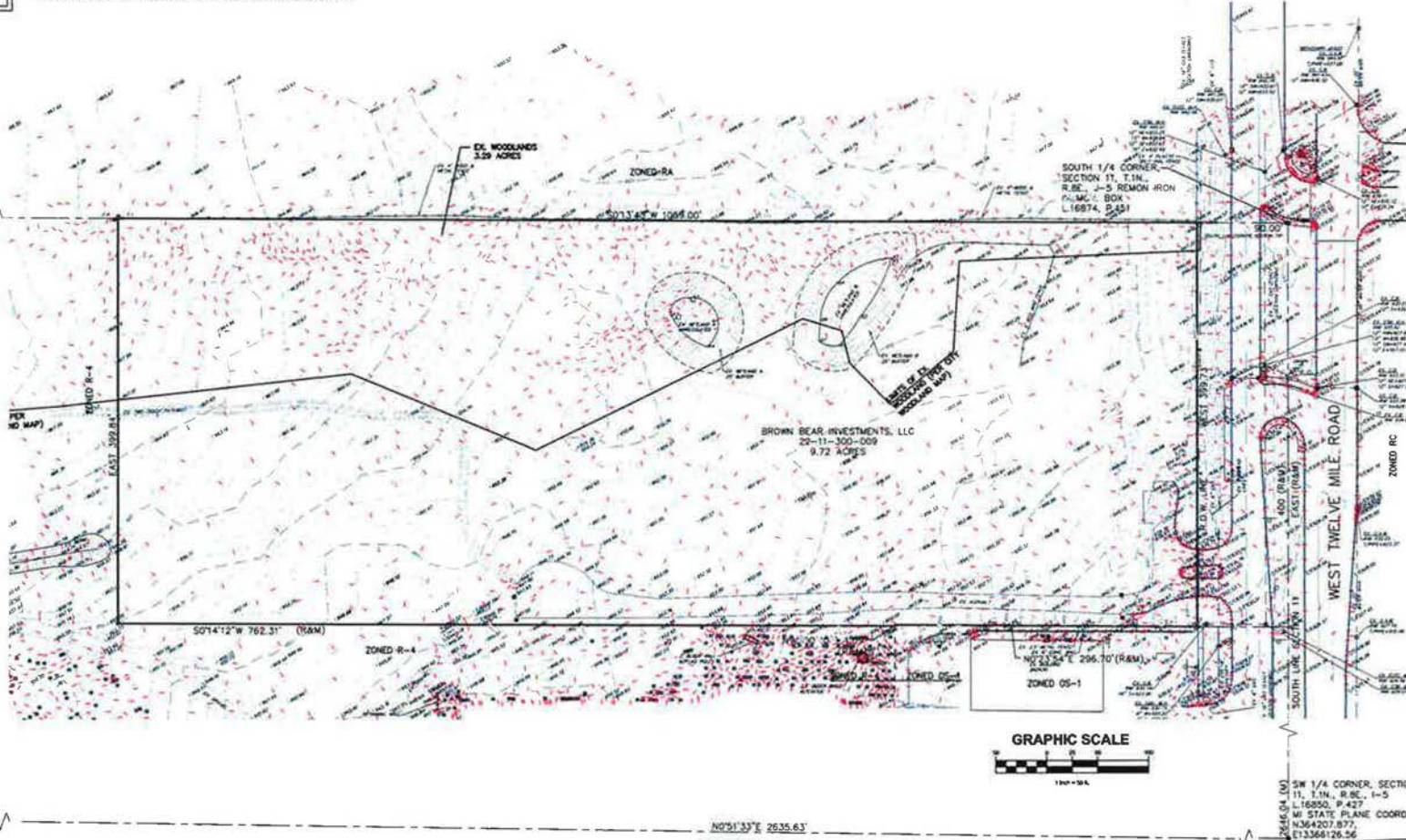
CENTER CORNER, SECTION 11, T.1N., R.8E., J-1 FOUND 1/2" IRON L.4396, P.179

2617.02 (M)

1483.34 (D)
1483.48 (M)

WEST 1/4 CORNER, SECTION 11, T.1N., R.8E., J-4 REMON IRON IN MON. BOX L.16850, P.427 M. STATE PLANE COORD. N364062.756, E13363484.545

2636.28 (H)
2635.63 (M)



NOVI SENIOR COMMUNITY PROJECT

BOUNDARY AND TOPOGRAPHY

FAZAL KHAN & ASSOCIATES, INC.
TOTAL ENGINEERS & LAND SURVEYORS
10000 PISCATAWAY BLVD., SUITE 200
PISCATAWAY, NJ 07050
PHONE (908) 947-8877 FAX (908) 947-8878
WWW.FAZALKHAN.COM

DATE: 11/11/2011

SCALE: 1" = 50'

PROJECT NO: C-2

BENCHMARK LIST

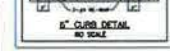
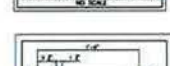
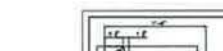
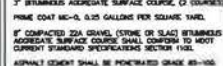
POINT 101 ON NORTH SIDE OF GATE WILL LOCATED IN THE NORTHWEST QUAD OF INTERSECTION 13 MILE ROAD AND HORTON ROAD. 1 FEET WEST OF BENCHMARK AND 10 FEET NORTH OF BACK OF CURB. ELEVATION 101.38

POINT 102 ON NORTH SIDE OF GATE WILL LOCATED BETWEEN LOTS 142-143-144 OF 13 MILE ROAD. SOUTH OF 13 MILE ROAD AND 1 FEET SOUTH OF BENCHMARK. ELEVATION 101.38

POINT 103 ON NORTH SIDE OF GATE WILL LOCATED 1 FEET EAST OF INTERSECTION EAST OF 13 MILE ROAD AND 12 MILE ROAD. 1 FEET SOUTH OF BACK CURB. ELEVATION 101.38

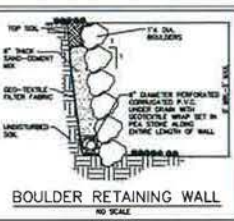
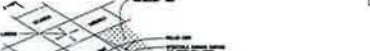
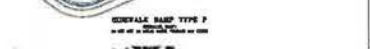
POINT 104 ON SOUTH FLANGE BOLT OF PIPE (PISTON) LOCATED 30 FEET EAST OF INTERSECTION CORNER TO DETROIT MEDICAL CENTER REHABILITATION CENTER AND 13 MILE ROAD. 1 FEET NORTH OF BENCHMARK. ELEVATION 101.38

POINT 105 ON NORTH SIDE OF GATE WILL LOCATED IN THE SOUTHWEST QUAD OF INTERSECTION 13 MILE ROAD AND HORTON ROAD. 10 FEET SOUTH OF BACK OF CURB 13 MILE ROAD AND 4 FEET EAST OF BENCHMARK. ELEVATION 101.38



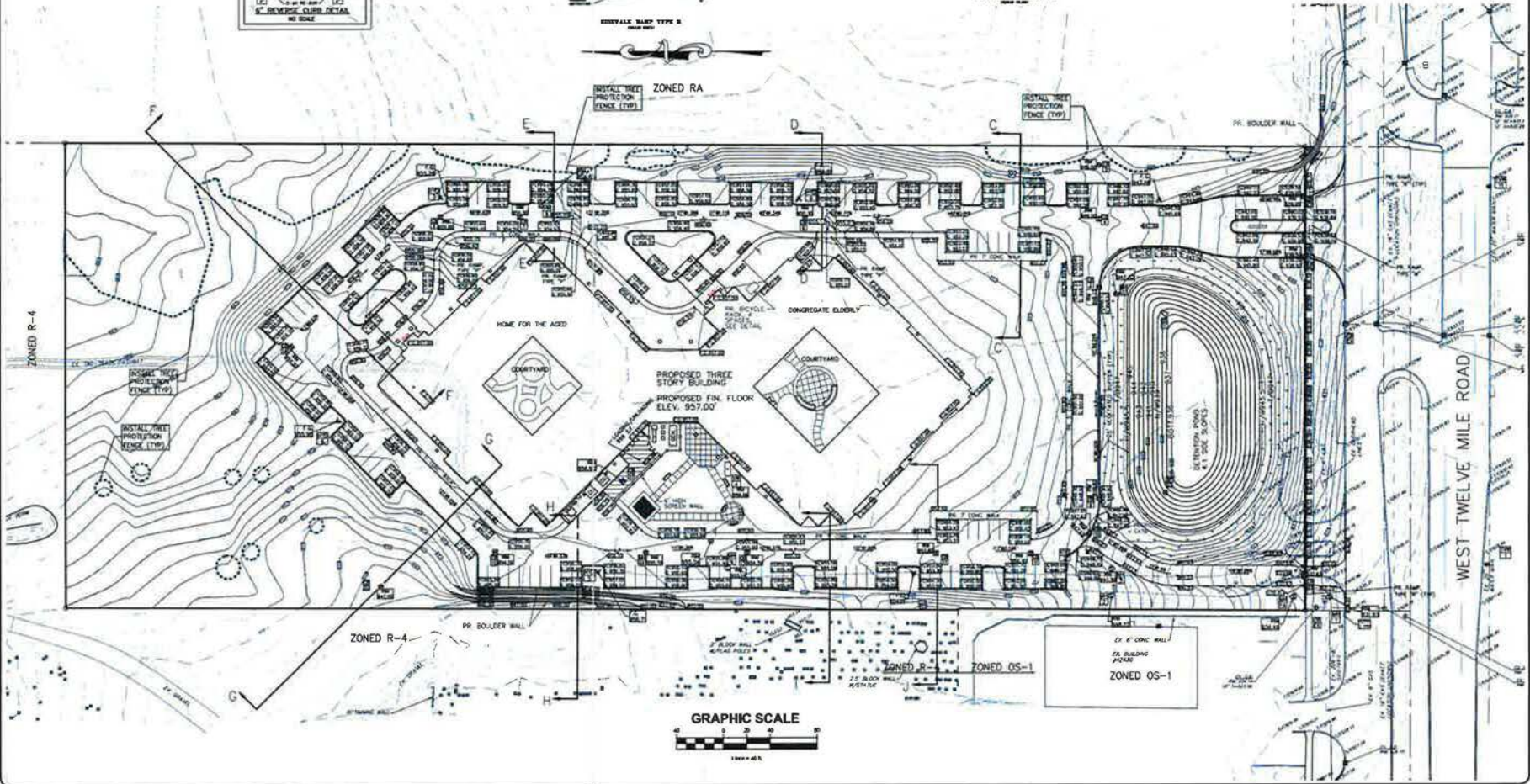
NOVI SENIOR COMMUNITY PROJECT

A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OKLAHOMA COUNTY, MISSOURI



LEGEND

SECTION CORNER	ROAD CENTERLINE	EXISTING TREE 1/4\"/>
EXISTING WATER MAIN	EXISTING SANITARY SEWER	EXISTING TELEPHONE MANHOLE
EXISTING GATE VALVE AND WELLS	EXISTING ELECTRIC MANHOLE	EXISTING SANITARY MANHOLE
EXISTING WATER WELL	EXISTING ROAD CATCH BASIN	EXISTING STORM MANHOLE
EXISTING SANITARY MANHOLE	EXISTING ROAD CATCH BASIN	EXISTING END SECTION
EXISTING ROAD CATCH BASIN	EXISTING LIGHT POLE	EXISTING TRANSFORMER
EXISTING STORM MANHOLE	EXISTING SIGN	EXISTING UTILITY PENETRATION
EXISTING END SECTION	EXISTING GAS	EXISTING SHARPE PENETRATION
EXISTING TRANSFORMER	EXISTING TREE	EXISTING DRIVE
EXISTING UTILITY PENETRATION	EXISTING TREE	EXISTING DRIVE
EXISTING SHARPE PENETRATION	EXISTING DRIVE	EXISTING DRIVE



NOVI SENIOR COMMUNITY PROJECT
A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OKLAHOMA COUNTY, MISSOURI

FAZAL KHAN & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
10000 E. 15TH AVENUE, SUITE 100, DENVER, CO 80231
WWW.FAZALKHAN.COM

PRELIMINARY GRADING PLAN

DATE: 05-15-17
SCALE: 1" = 40'
SHEET: C-7

BENCHMARK LIST

1. BENCH MARK 11111 ON NORTH SIDE OF GATE WILL LOCATED IN THE NORTHWEST QUAD OF INTERSECTION 12 MILE ROAD AND 12 MILE ROAD 1.5 FEET WEST OF SENEWA AND 15 FEET NORTH OF BACK OF CURB. ELEVATION=54.8

1. BENCH MARK 11112 ON NORTH SIDE OF GATE WILL LOCATED BETWEEN 12 MILE ROAD AND 12 MILE ROAD 1.5 FEET WEST OF SENEWA AND 15 FEET SOUTH OF SENEWA. ELEVATION=54.8

1. BENCH MARK 11113 ON NORTH SIDE OF GATE WILL LOCATED 8 FEET EAST OF WEST ENTRANCE TO 12 MILE ROAD OF 12 MILE ROAD 1.5 FEET WEST OF SENEWA. ELEVATION=54.8

1. BENCH MARK 11114 ON NORTH SIDE OF GATE WILL LOCATED 10 FEET EAST OF INTERSECTION EAST OF 12 MILE ROAD AND 12 MILE ROAD 1.5 FEET SOUTH OF CURB. ELEVATION=54.8

1. BENCH MARK 11115 ON SOUTH SIDE OF GATE WILL LOCATED 10 FEET EAST OF INTERSECTION EAST OF 12 MILE ROAD AND 12 MILE ROAD 1.5 FEET SOUTH OF CURB. ELEVATION=54.8

1. BENCH MARK 11116 ON NORTH SIDE OF GATE WILL LOCATED IN THE SOUTHWEST QUAD OF INTERSECTION 12 MILE ROAD AND 12 MILE ROAD 1.5 FEET WEST OF SENEWA AND 15 FEET SOUTH OF SENEWA. ELEVATION=54.8

LEGEND

- SECTION CORNER
- FOUND PIN
- SET PIN
- SECTION LINE
- ROAD CENTERLINE
- EXISTING WATER MAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING UTILITY POLE
- EXISTING OVERHEAD WIRE
- EXISTING UNDERGROUND CABLE
- EXISTING UNDERGROUND FIBER
- EXISTING TREE / SHRUB LINE
- EXISTING FIRE ALARM
- EXISTING CITY WATER METER
- EXISTING WATER WELL
- EXISTING SANITARY MANHOLE
- EXISTING ROAD CATCH-BASIN
- EXISTING TRASH CATCH-BASIN
- EXISTING STORM MANHOLE
- EXISTING GAS
- EXISTING TRANSFORMER
- EXISTING UTILITY PRESIGNAL
- EXISTING DRIVE HEADSTONE
- EXISTING GROUND
- EXISTING ASPHALT
- EXISTING CONCRET
- EXISTING DRIVE

UTILITY NOTES

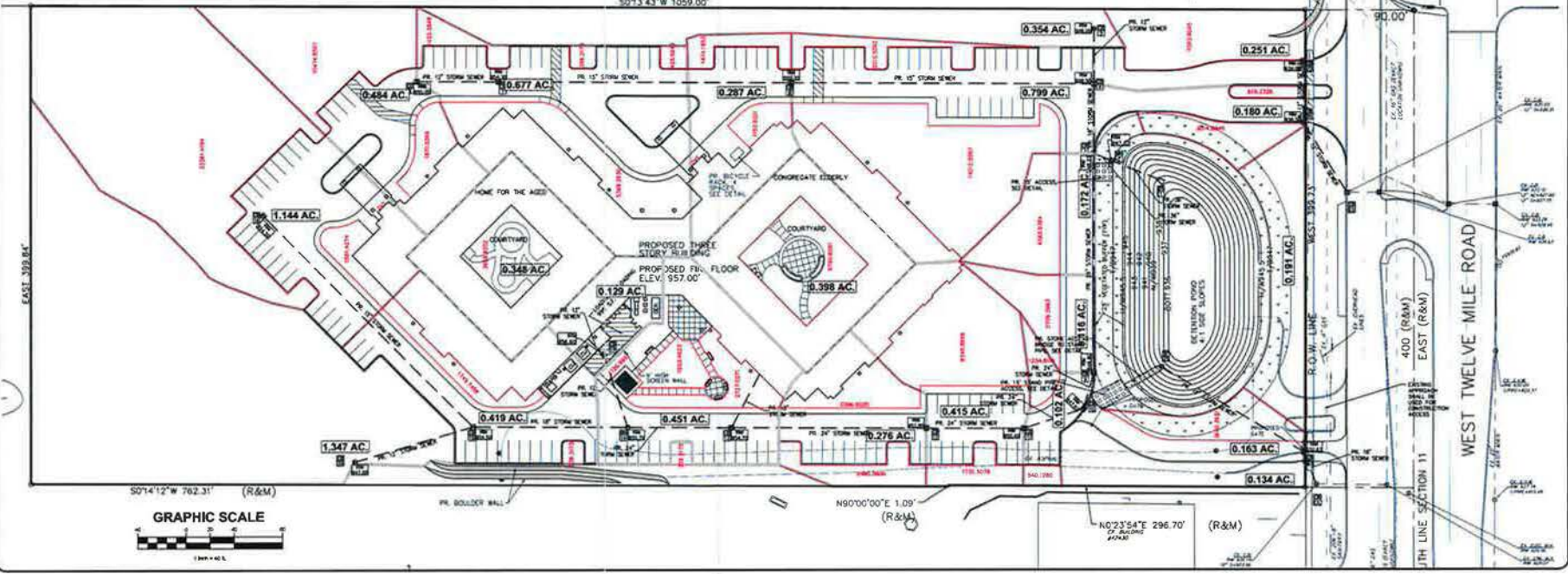
1. DUE TO EXTREME GRADE CHANGES ON THIS SITE, IT IS NOT PRACTICAL TO DISCHARGE CATCH BASINS 811 AND 812 INTO THE DETENTION POND. CATCH BASINS 811 AND 812 ARE PROPOSED TO DRAIN DIRECTLY TO 12 MILE ROAD. (SEE DRAWING 12 MILE ROAD IS 3.50 ACRES WITH A GRADE COEFFICIENT OF 0.33 AND A TIME OF CONCENTRATION OF 25 MINUTES. 12 MILE ROAD IS PROPOSED TO DRAIN TO 12 MILE ROAD TO 12 MILE ROAD WITH AN AVERAGE SLOPE COEFFICIENT OF 0.33 AND A TIME OF CONCENTRATION OF 25 MINUTES. 1.25 CFS.

NOVI SENIOR COMMUNITY PROJECT

A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

LINE NO.	START STATION	END STATION	LENGTH	AREA	PERIMETER	AREA	PERIMETER	AREA	PERIMETER	AREA	PERIMETER
1	0+00	0+10	10.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
2	0+10	0+20	10.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
3	0+20	0+30	10.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
4	0+30	0+40	10.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
5	0+40	0+50	10.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
6	0+50	0+60	10.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
7	0+60	0+70	10.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
8	0+70	0+80	10.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
9	0+80	0+90	10.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
10	0+90	1+00	10.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

LINE NO.	START STATION	END STATION	LENGTH	AREA	PERIMETER	AREA	PERIMETER
1	0+00	0+10	10.00	100.00	100.00	100.00	100.00
2	0+10	0+20	10.00	100.00	100.00	100.00	100.00
3	0+20	0+30	10.00	100.00	100.00	100.00	100.00
4	0+30	0+40	10.00	100.00	100.00	100.00	100.00
5	0+40	0+50	10.00	100.00	100.00	100.00	100.00
6	0+50	0+60	10.00	100.00	100.00	100.00	100.00
7	0+60	0+70	10.00	100.00	100.00	100.00	100.00
8	0+70	0+80	10.00	100.00	100.00	100.00	100.00
9	0+80	0+90	10.00	100.00	100.00	100.00	100.00
10	0+90	1+00	10.00	100.00	100.00	100.00	100.00



NOVI SENIOR COMMUNITY PROJECT
A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

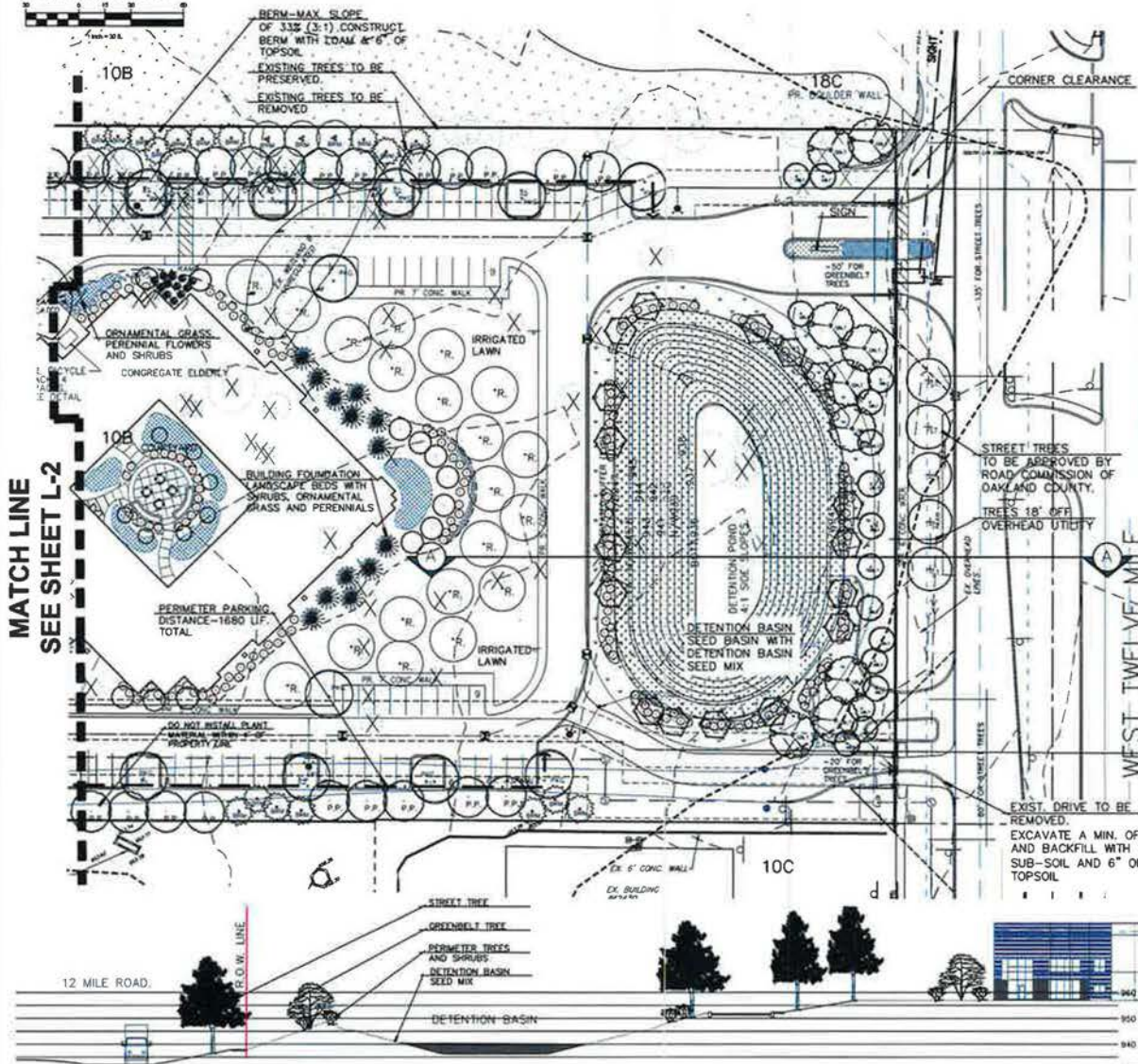
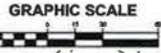
FAZAL KHAN & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
10000 W. 12 MILE ROAD, SUITE 100
NOVI, MI 48240
WWW.FAZALKHAN.COM

DRAINAGE AREA MAP AND STORM CALCULATIONS

PROJECT: NOVI SENIOR COMMUNITY PROJECT
DATE: 11/15/2011
SCALE: 1" = 40'
JOB NO: 11-001

C-11

NOVI SENIOR COMMUNITY PROJECT
 A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

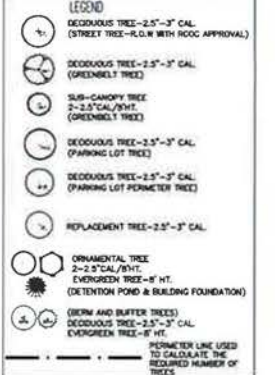


LANDSCAPE REQUIREMENTS:

CATEGORY	BASES	REQUIREMENTS	# TREES / LANDSCAPE AREA REQUIRED	# TREES / LANDSCAPE AREA PROVIDED
STREET TREES	400 L.F.	1 CANOPY TREE PER 40' L.F. FRONTAGE (800' -15' -100' x 10-15')	40 TREES	5 TREES
GREENBELT LANDSCAPING	400 L.F. 400 L.F.	1 LARGE TREE PER 40' L.F. FRONTAGE (400' -50' -20' 1/2 x 9' (400' -50' -20' 1/2 x 11')	8 TREES 17 TREES	8 TREES 17 TREES
PARKING PERIMETER	1600 L.F.	1 CANOPY TREE PER 33' L.F.	48 TREES	48 TREES
PARKING INTERIOR AREA	50,000 S.F. 37,872 S.F.	1/4" A UNDER 50,000 S.F. V.I.S.A. OVER 50,000 S.F.	7.5% 1%	3,750 S.F. 380 S.F.
PARKING ISLANDS			4,130 S.F.	8,777 S.F.
INTERIOR TREES			4,130 / 200=21 TREES	21 TREES
TOTAL			100 TREES	123 TREES

PRELIMINARY COST OPINION

QTY	COMMON NAME	COST TOTAL
80	SHADE TREES	\$8,000
37	EVERGREEN TREE	\$6,036
50	SUB-CANOPY	\$5,000
200	DECIDUOUS SHRUB	\$4,000
50	EVERGREEN SHRUB	\$4,000
2400	PERENNIALS	\$2,400
		\$27,436
300 S.F.	EDGING	\$3,000
200 S.F.	WALK	\$2,000
1000 S.F.	SOO	\$1,000
1000 S.F.	HYDRO-SEED	\$1,000
1430 S.F.	DETENTION BASIN SEEDS	\$1,430
		\$10,430
		\$37,866



BUILDING & DETENTION POND REQUIREMENTS:

BUILDING FOUNDATION: 8' x 1300' BLDG PER=11,040 S.F. LANDSCAPE AREA	11,040 S.F. (REQUIRED)	18,256 S.F. (PROVIDED)
DETENTION BASIN: CLUSTER OF NATIVE SHRUBS IN A DENSE PLANTING SHALL BE PLANTED ABOVE THE HIGH WATER ELEVATION AND SHALL COVER 70-75% OF BASIN RIM AREA	75% COVERAGE WITH SEEDING NATIVE SHRUBS AND TREES. (REQUIRED)	90% COVERAGE WITH SEEDING NATIVE SHRUBS AND TREES. (PROVIDED)
DETENTION BASIN LENGTHS: 800 L.F. x 700-140 L.F. MIN. COVERED WITH NATIVE TREES & SHRUBS.		

NOTES:
 1. THERE ARE EXISTING OVERHEAD UTILITIES IN 12 MILE ROAD RIGHT OF WAY.
 2. IRRIGATION PLANS WILL BE SUBMITTED WITH FINAL SITE PLAN SUBMITTAL.

MATCH LINE
SEE SHEET L-2

WEST TWELVE-MILE

SECTION "A" - "A"

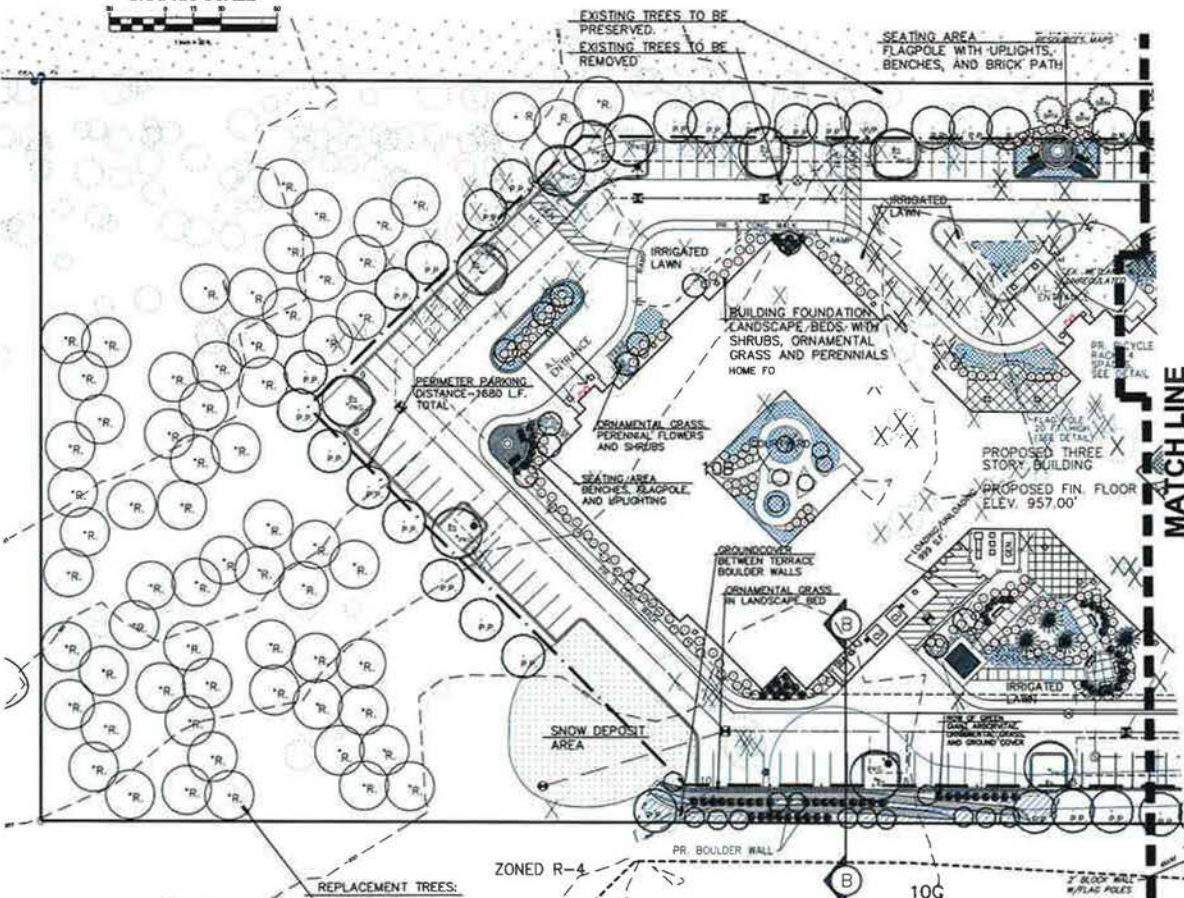
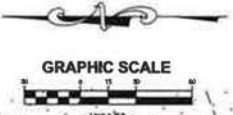
NOVI SENIOR COMMUNITY PROJECT
 A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

FAZAL KHAN & ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 10000 W. 12 MILE ROAD, SUITE 100, NOVI, MI 48240
 WWW.FAZALKHAN.COM

LANDSCAPE PLAN-SOUTH

PROJECT NO. 17-0000
 JOB NO. 17-0000
 DATE 11-1-2017
 SCALE 1" = 40'
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 11-1-2017

NOVI SENIOR COMMUNITY PROJECT
 A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



LEGEND

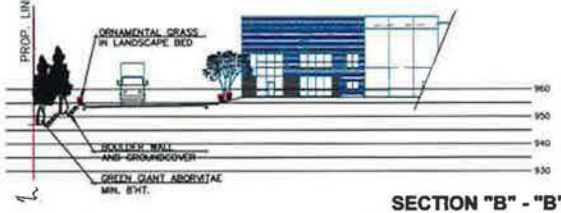
- (R) DECIDUOUS TREE - 2.5" - 3" CAL. (STREET TREE - R.O.W WITH RODC APPROVAL)
- (R) DECIDUOUS TREE - 2.5" - 3" CAL. (GREENBELT TREE)
- (R) SUB-CANOPY TREE (GREENBELT TREE)
- (R) DECIDUOUS TREE - 2.5" - 3" CAL. (PARKING LOT TREE)
- (R) DECIDUOUS TREE - 2.5" - 3" CAL. (PARKING LOT PERIMETER TREE)
- (R) REPLACEMENT TREE - 2.5" - 3" CAL.
- (O) ORNAMENTAL TREE 2-2.5" CAL./HT. (DETENTION POND & BUILDING FOUNDATION)
- (E) EVERGREEN TREE - 8" HT. (SCREEN AND BUFFER TREES)
- (E) DECIDUOUS TREE - 2.5" - 3" CAL. (PERIMETER LINE USED TO CALCULATE THE REQUIRED NUMBER OF TREES)



- GENERAL NOTES:**
- INSTALL ALL LANDSCAPING BETWEEN MARCH 15TH AND NOVEMBER 15TH OF 2022.
 - ESTABLISHMENT PERIODS FOR THE PLANT MATERIAL GUARANTEES WILL OCCUR BEGINNING AT THE FINAL CERTIFICATE OF OCCUPANCY PROTECTION APPROXIMATE TO 3 YEARS FROM THAT DATE. ALL PLANTINGS SHALL BE PROPERLY PLANTED AS TO BE IN A HEALTHY, GROWING CONDITION AT COMMENCEMENT OF THE ESTABLISHMENT PERIOD. AT THE END OF THE ESTABLISHMENT PERIOD, PLANTING WHICH ARE ONE YEAR OR GREATER, SHALL BE REPLACED.
 - LANDSCAPE SHALL BE MAINTAINED IN A HEALTHY, NEAT AND ORDERLY APPEARANCE, FREE FROM ROT, WEEDS, ALL UNLAWFUL & DEAD PLANT MATERIAL SHALL BE REPLACED WITHIN 1 YEAR OR DURING THE NEXT APPROPRIATE PLANTING PERIOD.
 - ALL LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM. TREE STAKES, GUY WIRING AND TREE WRAP SHALL BE INSTALLED FOR THE ENTIRE SEASON. PLANTING SHALL BE GUARANTEED FOR THREE GROWING SEASONS. IF GRASS OR SEEDS EXCEED THE HEIGHT SPECIFIED IN THE NON CODE OF ORDINANCES OR IF GRASS IS ALLOWED TO GROW WITHIN ANY PORTION OF THE GRASS AND THE RESPONSIBLE PARTY IS UNWILLING TO RECTIFY THE PROBLEM, THE CITY WILL HAVE THE AUTHORITY TO REMOVE THE GRASS AT THE COST OF SUCH MAINTENANCE SERVICES IN THE NUMBER PROVIDED BY THE DEVELOPER AND APPROVED BY THE CITY IN EACH INSTANCES.
 - BARNS MEADOW SHALL BE NATURAL, COLOR, FINELY SPINDLED WOODWORK BARK AS REQUIRED FOR ALL PLANTINGS. 2" THICK BARK MULCH FOR TREES, IN A 4'-FOOT DIAMETER CIRCLE WITH 3" MULCH AWAY FROM TRUNK. 2" THICK BARK MULCH FOR PERENNIALS AND 3" THICK BARK MULCH FOR PERENNIALS.
 - ALL SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE APPROVED BY THE CITY OF NOVI PRIOR TO INSTALLATION. A MINIMUM OF ONE (1) CALLUTION IN PLANTED AREAS IS ALLOWED, ALL AND AUGUST FOR THE 3 YEAR WARRANTY PERIOD.
 - REMOVE ALL TREE STAKES, GUY WIRE, AND TREE WRAP AFTER ONE (1) WINTER SEASON.
 - IRRIGATION PLANS WILL BE SUBMITTED WITH FINAL LANDSCAPE PLANS.
 - MAINTENANCE: A THREE (3) YEAR MAINTENANCE GUARANTEE IS REQUIRED FOR ALL NON-CODE TREES PLANTED ON-SITE AND ALL EXISTING TREES ADJACENT TO GRADING ACTIVITY OR NEW CONSTRUCTION.

- PLANTING NOTES:**
- LANDSCAPE CONTRACTOR (CONTRACTOR) SHALL VISIT SITE, INSPECT EXISTING CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN UNLESS CONTRACTOR CONTACTS LANDSCAPE ARCHITECT WITH ANY CONCERN.
 - CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON-SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELEC. AND TELEPHONE CABLE TELEVISION MAY BE LOCATED BY CALLING 800-452-4622. ANY DAMAGE OR INTERFERENCE OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADERS ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT.
 - ALL PLANT MATERIAL TO BE PREMIUM GRADE NURSERY STOCK, AND SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARD FOR NURSERY STOCK. ALL PLANT MATERIAL TO BE NORTHERN GROWN, NO 1 GRADE. TREES SHALL BE STAKED, WRAPPED, WATERED AND MULCHED PER CITY OF NOVI DETAILS AND SPECIFICATION.
 - INSTALL SEED IN ALL AREAS INDICATED ON PLAN. SEED TO BE SELLER AUTOMATIC IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE ON ALL LAWN AREAS.
 - GUARANTEE OF PLANTS FOR THREE YEARS SHALL BEGIN AFTER ACCEPTANCE BY LANDSCAPE ARCHITECT AND/OR PROJECT REPRESENTATIVE. THE CONTRACTOR SHALL GUARANTEE ALL PLANTS TO BE IN A HEALTHY, GROWING CONDITION FOR A PERIOD OF THREE (3) YEARS FOLLOWING ACCEPTANCE. CONTRACTOR SHALL REPLACE WITHOUT COST TO OWNER, ANY DEAD OR UNACCEPTABLE PLANTS, AS DETERMINED BY PROJECT REPRESENTATIVE DURING AND AT THE END OF THE GUARANTEE PERIOD. THE THREE YEAR WARRANTY PERIOD WILL BEGIN AFTER THE "CITY OF NOVI" HAS APPROVED THE TREES.
- PLANT TREES & SHRUBS GENERALLY NO CLOSER THAN THE FOLLOWING DISTANCES FROM PROPERTY LINES, PUBLIC UTILITIES, ROADS, AND BUILDINGS:
- PROPERTY LINES..... 4'
 - PUBLIC UTILITIES..... 4'
 - OVERHEAD LINES..... 12'
 - HYDRAULICS..... 10'
 - ROADS..... 10'
 - WALKWAYS..... 4'
- ALL REQUIRED LANDSCAPE MATERIAL SPECIFIED ON THE APPROVED PLANS WILL BE REQUIRED THROUGHOUT THE LIFE OF THE PROJECT AND MUST BE REPLACED IF REMOVED OR DEAD.

REPLACEMENT TREES:
 453 REPLACEMENT TREES REQUIRED - 85 REPLACEMENT TREES PROVIDED
 368 REPLACEMENT TREES, NOT INSTALLED DUE TO UTILITIES, LIMITED AREA.
 (368) PAYMENT TO TREE FUND
 NOTE:
 SEE TREE SURVEY & TREE LIST FOR TREE PRESERVATION PLAN, SHEETS C-3 AND C-4



MATCH LINE SEE SHEET L-1

NOVI SENIOR COMMUNITY PROJECT
 A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

FAZAL KHAN & ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 10000 W. HAWTHORNE AVENUE, SUITE 100, TROY, MI 48068
 WWW.FAZALKHAN.COM

LANDSCAPE PLAN-NORTH

DATE	NOV 14 2022	SCALE	1" = 20'
PROJECT	NOVI SENIOR COMMUNITY PROJECT	DESIGNED BY	FAZAL KHAN
CLIENT	CITY OF NOVI	CHECKED BY	FAZAL KHAN
NO. OF SHEETS	11	DATE	NOV 14 2022
SHEET NO.	L-2	SCALE	1" = 20'

NOVI SENIOR COMMUNITY PROJECT
 A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH,
 RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

PLANTING NOTES:

- LANDSCAPE CONTRACTOR (CONTRACTOR) SHALL VISIT SITE, INSPECT EXISTING CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
- CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON-SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.
- ALL PLANT MATERIAL TO BE PREMIUM GRADE NURSERY STOCK AND SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARD FOR NURSERY STOCK. ALL PLANT MATERIAL TO BE NORTHERN GROWN, NO 1 GRADE. TREES SHALL BE STAKED, WRAPPED, WATERED AND MULCHED PER CITY OF NOVI DETAILS AND SPECIFICATION.
- INSTALL 500 IN ALL AREAS INDICATED ON PLAN. 500 TO BE WELL THE AUTOMATIC IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE ON ALL LAWN AREAS.
- GUARANTEE OF PLANTS FOR TWO(2) YEARS SHALL BEGIN AFTER ACCEPTANCE BY LANDSCAPE ARCHITECT AND/OR PROJECT REPRESENTATIVE. THE CONTRACTOR SHALL GUARANTEE ALL PLANTS TO BE IN A HEALTHY, VIGOROUS CONDITION FOR A PERIOD OF TWO(2) YEARS FOLLOWING ACCEPTANCE. CONTRACTOR SHALL REPLACE WITHOUT COST TO OWNER, ANY DEAD OR UNACCEPTABLE PLANTS, AS DETERMINED BY PROJECT REPRESENTATIVE, DURING AND AT THE END OF THE GUARANTEE PERIOD. THE TWO(2) YEAR WARRANTY PERIOD WILL BE AFTER THE "CITY OF NOVI" HAS APPROVED THE TREES.
 PLANT TREES & SHRUBS GENERALLY NO CLOSER THAN THE FOLLOWING DISTANCES FROM PROPERTY LINES, PUBLIC UTILITIES, ROADS, AND WALKWAYS:
 PROPERTY LINES 4'
 PUBLIC UTILITIES 5'
 OVERHEAD LINES 15'
 HYDRANTS 15'
 ROADS 10'
 WALKWAYS 4'
- ALL REQUIRED LANDSCAPE MATERIAL INDICATED ON THE APPROVED PLANS WILL BE REQUIRED THROUGHOUT THE LIFE OF THE PROJECT AND MUST BE REPLACED IF REMOVED OR DIES.
- WOODLAND PRESERVATION:
 TO PRESERVE WOODLAND CHARACTER OF EXISTING WOODLAND, TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND SHALL REMAIN UNTIL CONSTRUCTION IS COMPLETE. NO ACTIVITY INCLUDING STORAGE OF EQUIPMENT, VEHICULAR PARKING, ETC. SHALL TAKE PLACE WITHIN THE BOUNDARIES OF FENCED-OFF AREA.
 THE OWNER SHALL PROVIDE ON-GOING MAINTENANCE AFTER CONSTRUCTION IS COMPLETE. THE OWNER SHALL PROHIBIT THE USE OF LAWN MOWERS, WEED WHIPS, FERTILIZERS, AND IRRIGATION DURING IMPACTING EXISTING WOODLANDS.
 REPLACEMENT TREES:
 REPLACEMENT TREE PLANTED ON-SITE, INCLUDING UNDERSTORY VEGETATION AND GROUNDCOVER WILL BECOME REGULATED.

REQUIRED REPLACEMENT TREES

8" < 11"	= 1 REPLACEMENT TREE
> 11" < 20"	= 2 REPLACEMENT TREES
> 20" < 28"	= 3 REPLACEMENT TREES
> 30"	= 4 REPLACEMENT TREES

GENERAL NOTES:

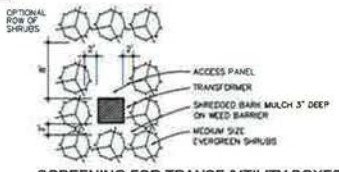
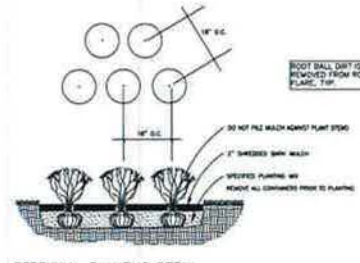
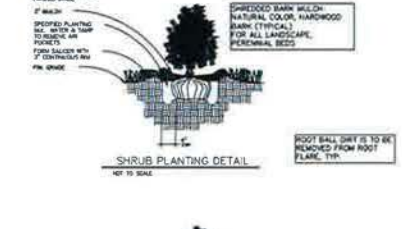
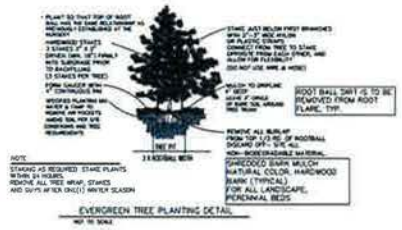
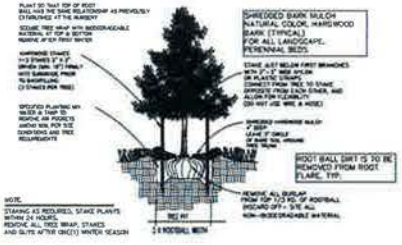
- INSTALL ALL LANDSCAPING BETWEEN MARCH 15TH AND NOVEMBER 15TH
- ESTABLISHMENT:
 THE ESTABLISHMENT PERIOD FOR THE PLANT MATERIAL GUARANTEE WILL OCCUR BEGINNING AT THE FINAL CERTIFICATE OF OCCUPANCY INSPECTION APPROVAL TO 2 YEARS FROM THAT DATE. ALL PLANTINGS SHALL BE PROPERLY PLANTED AS TO BE IN A HEALTHY, GROWING CONDITION AT COMMENCEMENT OF THE ESTABLISHMENT PERIOD. AT THE END OF THE ESTABLISHMENT PERIOD, PLANTING WHICH ARE 20% DEAD OR GREATER, SHALL BE REPLACED.
- LANDSCAPE SHALL BE MAINTAINED IN A HEALTHY, NEAT AND ORDERLY APPEARANCE, FREE FROM REFUSE, ALL UNHEALTHY & DEAD PLANT MATERIAL SHALL BE REPLACED WITHIN 1 YEAR, OR DURING THE NEXT APPROPRIATE PLANTING PERIOD.
 TO INSURE PROPER MAINTENANCE AS A CONDITION OF FINAL SITE PLAN APPROVAL, THE PROPERTY OWNER SHALL ENTER INTO AND RECORD WITH THE OFFICE OF THE OAKLAND COUNTY REGISTER OF DEEDS A LANDSCAPE MAINTENANCE AGREEMENT, OR INCLUDE SUCH PROVISIONS AS PART OF SUBDIVISION RESTRICTIONS OR CONDOMINIUM MASTER DEED. EACH OF WHICH SHALL BE APPROVED BY THE CITY ATTORNEY. THIS INSTRUMENT SHALL IDENTIFY THE MAIN PLAN OF MAINTENANCE, THE PERSON OR ENTITY RESPONSIBLE FOR MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM. TREE STAKES, GUY WIRES, AND TREE WRAP TO BE REMOVED AFTER ONE WINTER SEASON. PLANTINGS SHALL BE GUARANTEED FOR TWO(2) GROWING SEASONS AFTER DATE OF THE ACCEPTANCE OF THE INSTALLATION.
 IF GRASS OR WEEDS EXCEED THE HEIGHT SPECIFIED IN THE NOW CODE OF ORDINANCES OR IF SHRUBS ARE ALLOWED TO OBSTRUCT VISION ACROSS ANY PORTION OF THE LAND AND THE RESPONSIBLE PARTY IS UNWILLING TO RECTIFY THE PROBLEM THE CITY WILL ASSESS SUCH VIOLATIONS AND SHALL ASSESS THE COST OF SUCH ABATEMENT MEASURES IN THE MANNER PROPOSED BY THE DEVELOPER AND APPROVED BY THE CITY IN SUCH INSTRUMENT.
- WOODLAND PERMITS:
 PERMIT REQUIRED BEFORE REMOVING ANY EXISTING ON-SITE TREE.
- BARK MULCH SHALL BE NATURAL COLOR, FINELY SHREDDED HARDWOOD BARK AS REQUIRED FOR ALL PLANTINGS.
 4" THICK BARK MULCH FOR TREES, IN A 4-FOOT DIAMETER CIRCLE WITH 3" PULLED AWAY FROM TRUNK.
 3" THICK BARK MULCH FOR SHRUBS AND 2" THICK BARK FOR PERENNIALS.
- ALL SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE APPROVED BY THE CITY OF NOVI PRIOR TO INSTALLATION. A MINIMUM OF ONE (1) CULTIVATION IN PLANTED AREAS IN JUNE, JULY AND AUGUST FOR THE 2 YEAR WARRANTY PERIOD.
 REMOVE ALL TREE STAKES, GUY WIRES, AND TREE WRAP AFTER ONE(1) WINTER SEASON.
- IRRIGATION PLANS WILL BE SUBMITTED WITH FINAL LANDSCAPE PLANS.
- MAINTENANCE:
 A TWO(2) YEAR MAINTENANCE GUARANTEE IS REQUIRED FOR ALL REPLACEMENT TREES PLANTED ON-SITE AND ALL EXISTING TREES ADJACENT TO GRADING ACTIVITY OR NEW CONSTRUCTION.

Stormwater Seed Mix

A wetland seed mix for saturated soils in a detention pond or for seeding a saturated basin, this mix will tolerate highly fluctuating water levels and poor water quality associated with urban stormwater wetlands and ponds.

Botanical Name	Common Name	PLS Ounces/Acre
Permanent Grasses/Sedges/Rubus:		
<i>Carex crinitata</i>	Crested Oat Sedge	2.00
<i>Carex lasiocoma</i>	Bottlebrush Sedge	3.00
<i>Carex ripoides</i>	Brown Fox Sedge	6.00
<i>Glyceria virginea</i>	Vigrae Wad Rye	13.50
<i>Glyceria striata</i>	Fowl Manna Grass	1.25
<i>Juncus effusus</i>	Common Rush	2.00
<i>Lernaea oxyoides</i>	Rice Cut Grass	1.00
<i>Lythrum virgatum</i>	Switch Grass	2.00
<i>Scirpus atrovirens</i>	Dark Green Rush	2.00
<i>Scirpus cyperinus</i>	Wool Grass	1.00
<i>Scirpus fluviatilis</i>	Four Bulrush	0.25
<i>Scirpus validus</i>	Great Bulrush	3.00
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	300.00
<i>Lolium multiflorum</i>	Annual Rye	100.00
		Total 450.00
Forbs & Shrub:		
<i>Alisma spp</i>	Water Plantain (Various Mix)	4.25
<i>Asclepias incarnata</i>	Sweet Milkweed	1.50
<i>Aster novae-angliae</i>	New England Aster	1.50
<i>Bidens (Various Mix)</i>	Bidens (Various Mix)	2.00
<i>Suaeda frutescens</i>	Suaeda	2.00
<i>Isis virginica</i>	Blue Flag	4.00
<i>Lythrum americanum</i>	Common Water Honeysuckle	0.25
<i>Melilotus alpinus</i>	Monkey Flower	1.00
<i>Pentstemon sedoides</i>	Ditch Stonecrop	0.50
<i>Polygonum spp</i>	Pinkweed (Various Mix)	4.00
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	1.00
<i>Rudbeckia hirta</i>	Brown-Eyed Susan	1.50
<i>Sagittaria latifolia</i>	Common Arrowhead	1.00
<i>Senecio nemorosus</i>	Wild Seneca	1.00
<i>Solidago odora</i>	Rodale's Goldenrod	0.50
<i>Thalictrum dasycarpum</i>	Purple Meadow Rue	2.00
		Total 28.00

SEED SUPPLIER CONTACT:
 CARLSON J. NEW
 605 S. MAIN STREET
 ANN ARBOR, MI 48104
 (734)222-9690 OFFICE



- IDENTIFY ON SITE ALL TREES OR AREAS OF TREES WHICH ARE BEING PROTECTED BY THE PROPOSED WORK. PROTECTIVE FENCING SHALL BE INSTALLED PRIOR TO CONSTRUCTION.
- EXISTING BARRIERS OF FOUR(4) FOOT HIGH FENCING STAKED WITH METAL T-POUNDS (NINETEEN FEET OR GREATER ON ALL SUCH TREES OR GROUPS OF TREES) PROPOSED TO REMAIN.
- PROTECTIVE BARRIERS ARE TO BE ERECTED PRIOR TO ANY CLEARING OR GRADING ON THE SITE AND BARRIERS ARE TO REMAIN IN PLACE UNTIL APPROVED BY THE CITY TO BE REMOVED, OR WHEN A CERTIFICATE OF OCCUPANCY IS OBTAINED.
- KEEP CLEAR ALL BORNS OR FILL EQUIPMENT AND MATERIAL FROM WITHIN THE REQUIRED PROTECTIVE BARRIER.
- DURING CONSTRUCTION, THE OWNER, DEVELOPER, OR AGENT SHALL NOT CAUSE OR PERMIT ANY ACTIVITY WITHIN THE FENCE LINE OF ANY PROTECTED TREE OR GROUP OF TREES INCLUDING, BUT NOT LIMITED TO, THE STORAGE, EQUIPMENT, DUMPSTON, BRUSHPILE, DIRT, AND DISCHARGE OF MATERIAL, BURNING OR BURNING MATERIAL, OR ANY OTHER ACTIVITY WHICH WOULD BE DANGEROUS TO THE LIFE OF A TREE.
- NO CHANGING ATTACHMENT, WRECK OTHER THAN CABLE WIRES FOR TREES, DRUGS OR PESTICIDES MAY BE APPLIED TO ANY TREE PROTECTED BY THIS PROVISION.

NOVI SENIOR COMMUNITY PROJECT
 A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

FAZAL KHAN & ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 10000 W. 14 MILE AVE., SUITE 200
 FARMINGTON HILLS, MI 48334
 WWW.FKASIA.COM

LANDSCAPE DETAILS

DATE: 11/20/2024
 SCALE: 1" = 30'
 SHEET: L-3

DRAFT FOR COUNCIL CONSIDERATION 10.23.17

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

WILLIAM R. ELDRIDGE,

Plaintiff

Case No. 06-073087-CH

AND

MOSAIC OF NOVI LLC, a Michigan limited liability company

Successor Plaintiff,

Hon. Phyllis C. McMillen

-vs-

CITY OF NOVI, a Municipal Corporation,

Defendant.

WARNER NORCROSS & JUDD LLP
DAVID W. MacDONALD (P 49078)
Attorney for Successor Plaintiff
45000 River Ridge Drive, Suite 300
Clinton Township, MI 48038
(248) 784-5090

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.
THOMAS R. SCHULTZ (P 42111)
Attorneys for Defendant
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550
(248) 489-4100

FIRST AMENDMENT TO CONSENT JUDGMENT

At a session of said Court held in the City of Pontiac,
County of Oakland, State of Michigan on _____

PRESENT: _____
Circuit Court Judge

Upon stipulation and consent of MOSAIC OF NOVI LLC, a Michigan limited liability company ("Successor Plaintiff"), and the CITY OF NOVI ("CITY"), the Court finds as follows:

A. A Consent Judgment was entered by this Court on May 24, 2007 ("Original Consent Judgment") with respect to certain real property owned by Plaintiff and described as set forth on Exhibit A attached hereto ("Property").

B. The Original Consent Judgment permitted Plaintiff to develop, construct, and use the Property for certain principal permitted uses, including Facilities for Human Care as described in the OS-1 and OS-2 regulations of the City of Novi Zoning ordinance (among other listed uses).

C. Since the entry of the Original Consent Judgment, the Property has not been developed and remains vacant.

D. Successor Plaintiff, Mosaic of Novi LLC, a limited liability company, whose address is 2145 Crooks Road, Suite 210, Troy, Michigan 48084, acquired the Property through a Receiver, following resolution of litigation in the matter of *Eldridge v Eldridge*, Wayne County Circuit Court Case. No. 95-509557-DM.

E. Successor Plaintiff desires to develop the Property, or sell the Property to CA Senior Living Holdings, LLC, a Delaware limited liability company ("CA Senior Living"), or its assignee or nominee, in order for CA Senior Living, or its assignee or nominee, to develop the Property for a senior living facility that would be partially a Facility for Human Care, as authorized in the Original Consent Judgment, but would also include some living units that would be more in the nature of Independent Living Units. The City has no objection to such additional use, as proposed in the materials submitted to the City by Successor Plaintiff and/or CA Senior Living.

F. Pursuant to Paragraph 11 of the Original Consent Judgment, the parties have desire to amend the Original Consent Judgment as specified in this First Amendment to Consent Judgment ("First Amendment").

G. This Court is otherwise fully advised in the premises.

Now, Therefore, in accordance with the consent and stipulation of the parties,

IT IS HEREBY ORDERED AND ADJUDGED that the Original Consent Judgment dated May 24, 2007 is hereby amended as follows:

1. This case is reopened for the limited purpose of amending the Original Consent Judgment as set forth herein.

2. Mosaic of Novi LLC, a Michigan limited liability company, is hereby added as Successor Plaintiff and all obligations in connection with the development of the Property as set forth in the Original Consent Judgment and this First Amendment shall be assumed by Successor Plaintiff or its assigns.

3. Paragraph 3.A of the Original Consent Judgment is hereby amended to add the following sentence at the end of the Paragraph:

If the Property is developed with a Facility for Human Care as a principal permitted use, such use may include units designed and used for independent living, provided that such independent living units shall constitute no more than 50% of the total of all living units within the development, and further provided that such units shall not be detached units, but shall be integrated within the same building as the principal permitted use.

4. Except as expressly modified by this First Amendment, all of the terms, provisions and conditions of the Original Consent Judgment shall remain in full force and effect as originally entered by this Court on May 24, 2007.

5. To the extent that anything contained in this First Amendment shall be inconsistent or conflict with any provision of the Original Consent Judgment, the terms of this

First Amendment shall control and the entirety of the Original Consent Judgment as modified herein shall be governed, interpreted and implemented in a manner consistent with the modifications and amendment above.

6. Each person signing this First Amendment on behalf of any party hereby represents and warrants that he/she is a duly authorized representative and agent of that respective party, and he/she has full authority to bind said party to all of the covenants, warranties, representations, terms and conditions of this First Amendment.

7. The parties to this action agree that this First Amendment shall be recorded at the office of the Oakland County Register of Deeds. A copy of the legal description for the Property for the purpose of recording this First Amendment is attached hereto as Exhibit A.

8. The parties re-affirm here that this First Amendment shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns and that this First Amendment shall run with the land and the Property.

9. This Court shall retain jurisdiction with respect to all matters relating to this case, including but not limited to, jurisdiction to resolve all disputes and make such other orders and determinations as are necessary to effectuate the intent of this First Amendment.

10. Subject to the continuing jurisdiction of the Court to ensure compliance with this First Amendment, this First Amendment resolves the last pending claim and closes the case.

CIRCUIT COURT JUDGE

Stipulated to by the Parties:

DAVID W. MacDONALD (P 49078)
Attorney for Successor Plaintiff

THOMAS R. SCHULTZ (P 42111)
Attorney for Defendant

Drafted by and when Recorded
Return to:

David W. MacDonald, Esq.
Warner Norcross & Judd LLP
4500 River Ridge Drive, Suite 300
Clinton Township, Michigan 48038

174808.174892 #16370298-3

EXHIBIT A

A parcel of land located in and being a part of the Southwest $\frac{1}{4}$ of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and being more particularly described as follows: Commencing at the South $\frac{1}{4}$ corner of said Section 11; thence North 00 Degrees 13 Minutes 43 Seconds East 90.00 Feet to the point of beginning; thence extending due West 399.73 feet thence North 00 Degrees 23 Minutes 54 Seconds East 296.70 Feet; thence due West 1.09 Feet; thence North 00 Degrees 14 Minutes 12 Seconds East 762.30 Feet; thence due East 399.84 Feet to the North/South $\frac{1}{4}$ line of Section 11; thence South 00 Degrees 13 Minutes 43 Seconds West 1059.00 Feet to the Point of Beginning.

Containing 9.718 Acres of Land

Property Address: Vacant land off of 12 Mile Road

Tax Parcel No.: 22-11-300-009