



CITY of NOVI CITY COUNCIL

Agenda Item E
February 21, 2012

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement, acceptance of a Warranty Deed for additional right-of-way along Garfield Road and acceptance of a Sidewalk Easement along Eight Mile Road from Novi Investment Company, LLC, for the Tuscany Reserve development located at the northeast corner of Eight Mile and Garfield Roads in Section 32.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{R24} ^{BT}

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Novi Investment Company, LLC, is the developer of Tuscany Reserve located north of Eight Mile Road and east of Garfield Road. The developer requests approval of the Storm Drainage Facility Maintenance Easement Agreement relating to the storm water management facilities constructed as part of the development. Additionally, the developer is offering the donation of the master planned right-of-way for Garfield Road and a sidewalk easement for Eight Mile Road along the frontage of the Tuscany Reserve site, as reviewed and approved on the site plan for Tuscany Reserve.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the storm water management ordinance and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance on the privately owned on-site storm water system should the property owner fail to do so at the expense of the property owner.

The warranty deed for the additional right-of-way along Garfield Road dedicates the master planned right-of-way for Garfield Road. The sidewalk easement includes the portions of the constructed sidewalk that are located outside of the existing 60-foot wide Eight Mile Road right-of-way.

The enclosed agreement, warranty deed, and sidewalk easement have been favorably reviewed by the City Attorney (Beth Kudla's November 16, 2007 letter, attached) and are recommended for approval. The utilities and associated easements for this site were previously accepted administratively.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement, acceptance of a Warranty Deed for additional right-of-way along Garfield Road and acceptance of a Sidewalk Easement along Eight Mile Road from Novi Investment Company, LLC, for the Tuscan Reserve development located at the northeast corner of Eight Mile and Garfield Roads in Section 32.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				

TUSCANY RESERVE

Location Map

Tuscany Reserve Subdivision
Storm Drainage Facility Maintenance Agreement
Warranty Deed for Garfield Road Right-of-Way
Sidewalk Easement along Eight Mile Road

Garfield Road 43' Wide ROW
Dedication by Warranty
Deed

Sidewalk Easement
along Eight Mile Road

Garfield Rd

Eight Mile Rd

Equestrian Trl

Bridle Run

Map Author: Aaron J. Staup
Date: January 17, 2012
Project: Tuscany Reserve
Version #: 1

Storm Drainage Facility Maintenance Agreement
Warranty Deed for Garfield Road ROW

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.

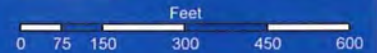
Map Legend

- Road Classification
 - Major Streets
 - Minor Streets
- Novi Tax Parcel BSA
- Novi 2010 Aerial Photograph
- RGB
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- City of Novi Boundary



City of Novi

Engineering Division
Department of Public Services
26300 Delwal Drive
Novi, MI 48375
cityofnovi.org



1 inch = 350 feet

November 16, 2007

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-
3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretivardle.com

Elizabeth M. Kudln
Direct: 248-539-2846
ekudln@secretivardle.com

Rob Hayes, City Engineer
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: Tuscany Reserve
Dedication and Acceptance of Utilities
Our File No. 660019.NOVI
SP05-69**

Dear Mr. Hayes:

We have reviewed and approved the following documents with respect to the Tuscany Reserve Development in Section 32 of the City:

1. Sanitary Sewer System Easement
2. Water System Easement
3. Bills of Sale (Water Main and Sanitary Sewer)
4. Commitment for Title Insurance
5. Maintenance and Guarantee Bond (Utilities)
6. Warranty Deed for Garfield Road Right of Way
7. Storm Drainage Facility Maintenance Agreement
8. Sanitary Sewer Easement (off-site)
9. Title Search (off-site Sanitary Sewer Easement)

Conveyance Documents

The Developer of Tuscany Reserve, Novi Investment Company, LLC, seeks to convey the water main and sanitary sewer facilities and corresponding easements to operate, maintain, repair and replace the water main and sanitary sewer facilities over, upon and through the subject property, to the City of Novi. The Developer has provided all required documents to complete the conveyance, with Items 1 through 6, and 8 and 9 above.

Items 1 through 6 and 8 and 9, above, have been reviewed by our office as to the format, language and content of the documents. The format, language and content of the documents are in order. The documents are acceptable subject to engineering approval of the exhibits containing the legal descriptions of the easement areas.

Rob Hayes, City Engineer
November 16, 2007
Page 2

Subject to the Engineering Department's approval of the amounts of the enclosed Maintenance and Guarantee Bond for the utilities, and subject to completion of all required engineering inspections and punch-list items, we recommend acceptance of the water main and sanitary sewer facilities within the Tuscany Reserve Condominium.

We note that we have been provided with, and approve the form and content of the Warranty Deed dedication and acceptance of Garfield Road Right of Way adjacent to the project.

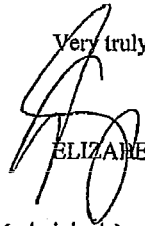
Separately, it our understanding that interior roads are not being considered for acceptance.

The Storm Drainage Facility Maintenance Easement Agreement is the City's standard Agreement form and is acceptable subject to engineering review and approval of the exhibits.

The original documents named above have been forwarded to the City Clerk's Office with this letter. Once City Council approval has been obtained with respect to the Storm Drainage Facility Maintenance Agreement, and you have signed an "Acknowledgement of Acceptance" regarding the utilities, the above named documents, excluding the Bills of Sale, Maintenance and Guarantee Bond, and Title Commitment, should be recorded with the Oakland County Register of Deeds in the City's usual manner.

Should you have any questions or concerns in regard to this matter, please feel free to contact me.

Very truly yours,



ELIZABETH M. KUDLA

EMK
Enclosures

C: Maryanne Cornelius, Clerk (w/originals)
Clay Pearson, City Manager (w/Enclosures)
Marina Neumaier, Assistant Director of Finance (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sarah Marchioni, Building Department (w/Enclosures)
Joy A. Kangas, Cambridge Homes (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Novi Investment Company, L.L.C. a Michigan Limited Liability Company

Residing at 20858 Barola Drive, Northville, Michigan 48167
Convey(s) and Warrant(s) to City of Novi, a Michigan Municipal Corporation

whose Street Number and Post office address is 45175 West Ten Mile Road, Novi, Michigan 48375,
the following described premises situated in the City of Novi
County of Oakland And State of Michigan, to-wit:

See attached Exhibit "A" attached hereto and made a part herof.

THE PROPERTY CONVEYED BY THIS DEED MAY BE LOCATED WITHIN THE VICINITY OF FARM LAND OR A FARM OPERATION. GENERALLY ACCEPTED AGRICULTURAL AND MANAGEMENT PRACTICES WHICH MAY GENERATE NOISE, DUST, ODORS, AND OTHER ASSOCIATED CONDITIONS MAY BE USED AND ARE PROTECTED BY THE MICHIGAN RIGHT TO FARM ACT.

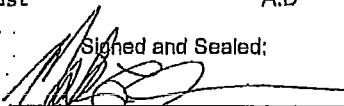
Tax I.D.# 22-32-360-001

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the full consideration of (\$1.00)
One and no/100 DOLLARS

subject to
BUILDING AND USE RESTRICTIONS AND EASEMENTS OF RECORD, IF ANY.

Dated this 27th Day of August A.D. 2007

Signed and Sealed:



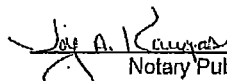
Mark F. Guidobono (L.S.)
Ls: Member

(L.S.)

STATE OF MICHIGAN
COUNTY OF Oakland

On this 27th day of August A.D. 2007 before me personally appeared Mark F. Guidobono to me known to be the person(s) described in and who executed the foregoing Instrument and acknowledged that He executed the same as a free act and deed, and represented that He is 18 years of age or older.

My Commission expires
July 17, 2013
Prepared by:



Notary Public, Oakland County, Michigan
Joy A. Kangas

When recorded return to:
Maryanne Cornelius, Clerk
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

EXHIBIT A

Revised 2-13-2007
Tuscany Reserve
Job. No. 93-063

LEGAL DESCRIPTION GARFIELD ROAD 43' 1/2 RIGHT-OF-WAY DEDICATION

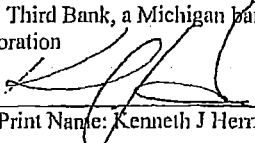
A part of the Southwest 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the West 1/4 Corner of said Section 32, for a Point of Beginning; thence North 89°57'43" East, 43.00 feet, along the East and West 1/4 line of said Section 32; thence South 00°23'58" East, 646.35 feet, along the West line of said Section 32 and the Centerline of Garfield Road; thence South 89°55'30" West, 43.00 feet, to a point on the West line of said Section 32 and the Centerline of Garfield Road; (Said point being North 00°23'58" West, 1936.03 feet, from the Southwest Corner of said Section 32); thence North 00°23'58" West, 646.38 feet, along the West line of said Section 32 and the Centerline of said Garfield Road, to the Point of Beginning. All of the above containing 0.638 acres.

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Water System Easement, dated February 28th, 2007, attached hereto and incorporated as Exhibit A, whereby Fifth Third Bank, a Michigan banking corporation, grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 19th day of March, 2007.


Fifth Third Bank, a Michigan banking corporation

By: 
(Print Name: Kenneth J Herrmann)

Its: Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 18th day of May, 2007, by Kenneth J. Herrmann, the Vice President of Fifth Third Bank, a Michigan banking corporation.


Notary Public
Oakland County, MI
My commission expires: 7/29/2012

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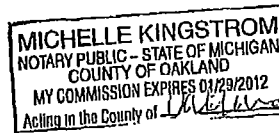
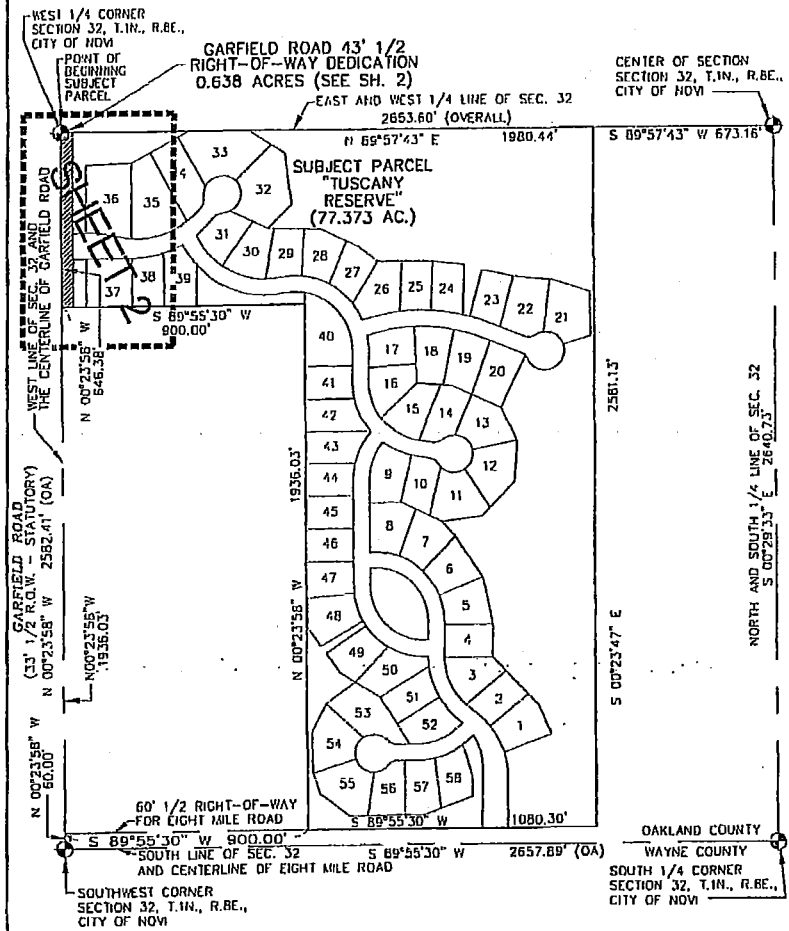
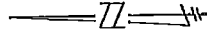


EXHIBIT A



REV. 02-13-2007

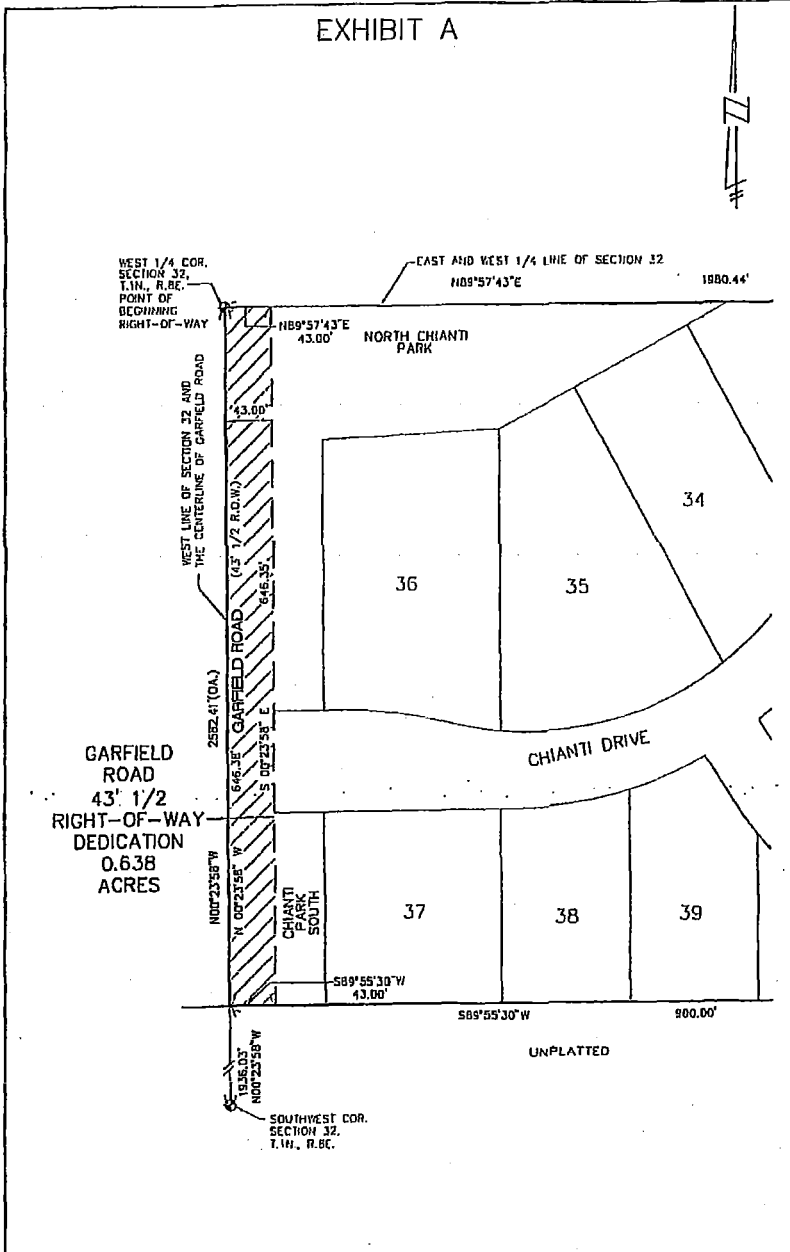
SUBJECT PARCEL (77.373 ACRES)

ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater
 MICHIGAN ILLINOIS OHIO FLORIDA
 40129 GRAND RIVER AVENUE, SUITE 110, NOVI, MI 48375-2123
 (248) 472-7490

TUSCANY RESERVE
 SECTION 32
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 400'
DATE:	01-31-06
JOB NO.:	93-093
DWG. FILE:	93-093EE-00A
DRAWN BY:	SN
CHECK:	KAL
SHEET:	1 OF 2

EXHIBIT A



REV. 01-13-2007

GARFIELD ROAD 43' 1/2 RIGHT-OF-WAY DEDICATION

ATWELL-HICKS Engineering • Surveying • Planning Environmental • Water/Wastewater MICHIGAN ILLINOIS OHIO FLORIDA 48189 GRAND RIVER AVENUE SUITE 110, NOVI, MI 48125-2123 (734) 473-7983	TUSCANY RESERVE SECTION 32 CITY OF NOVI OAKLAND COUNTY, MICHIGAN	SCALE: 1" = 100' DATE: 01-11-09 JOB NO: 03-083 Dwg. No: 03-083EE-NOV DRAWN BY: SW CHECKED: KAL SHEET: 2 OF 2

**STORM DRAINAGE FACILITY
MAINTENANCE AGREEMENT**

THIS AGREEMENT is made this 10th day of October, 2007, by and between Novi Investment Company, L.L.C., a Michigan limited liability company, whose address is 20858 Barola Drive, Northville, Michigan 48167 (hereinafter the "Owner"), and the City of Novi, its successors, assigns or transferees, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375 (hereinafter the "City").

RECITATIONS:

A. Owner is the owner and developer of a certain parcel of land situated in Section 32 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated Exhibit A (the "Property"). Owner has received final site plan approval for construction of a site condominium development (hereinafter the "Development") on the Property.

B. The Development shall contain certain storm drainage, detention and/or retention facilities, including, but not limited to, a detention/sedimentation basin for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner, until the transition of control, and the Tuscany Reserve Homeowners Association as defined in the Master Deed for the Tuscany Reserve Condominium (the "Association") thereafter, shall, at its own expense, perpetually preserve, maintain and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner and/or Association shall establish a regular and systematic program of maintenance (the "Maintenance Program") for such facilities and areas to insure that the physical condition and intended function of such facilities and areas and facilities shall be preserved and maintained. The elements of the Maintenance Program and the detailed annual estimated budgets for the initial three (3) years are included in the attached Exhibit B.

In the event that the Owner and/or Association shall, at any time, fail to carry out the responsibilities specified within the Agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner and/or Association setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period and the date, time and place for a hearing before the City for the purpose of allowing Owner and/or Association an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation

has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner and/or Association within thirty (30) days of a billing to the Owner or Association. All unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner or Association, and, in such event, the Owner and/or Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.


The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described to the terms and conditions of this Agreement.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This Agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

WITNESSES:




Paula Marple



Eric Rutkowski

OWNER

Novi Investment Company, L.L.C.,
a Michigan Limited Liability Company

By: 

Mark F. Guidobono
Its Member

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 10th day of October, 2007, by Mark F. Guidobono, as the Member of Novi Investment Company, L.L.C., a Michigan Limited Liability Company, on behalf of the Company.

Joy A. Kangas
Joy A. Kangas
Notary Public, Oakland County, MI
My Commission Expires: 7/17/13

JOY A. KANGAS
Notary Public, Oakland County, Michigan
My Commission Expires July 17, 2013

WITNESSES:

GRANTEE:

CITY OF NOVI, a Municipal Corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2007, by _____, as the _____, of the City of Novi, a Municipal Corporation, on behalf of the City.

Notary Public, Oakland County, MI
My Commission Expires: _____

Drafter By and After Recording Return To:
Maryanne Cornelius, City Clerk
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

Elizabeth M. Kudla, Esq.
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

EXHIBIT A

TUSCANY RESERVE LEGAL DESCRIPTION

SIDWEL NUMBER: 22-32-300-001

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

EXHIBIT "A"

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

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

ENGINEER
 ATWELL-HICKS
 48379 GRAND RIVER AVENUE
 SUITE 110
 NOVI, MICHIGAN 48375-2123

SURVEYOR
 MILENICE AND ASSOCIATES, L.L.C.
 48379 GRAND RIVER AVENUE
 SUITE 205
 NOVI, MICHIGAN 48375-2110

DEVELOPER
 NOVY PROPERTIES COMPANY, L.L.C.
 47400 BELLARDO DRIVE
 HUNTSVILLE, MICHIGAN 48867



LEGAL DESCRIPTION

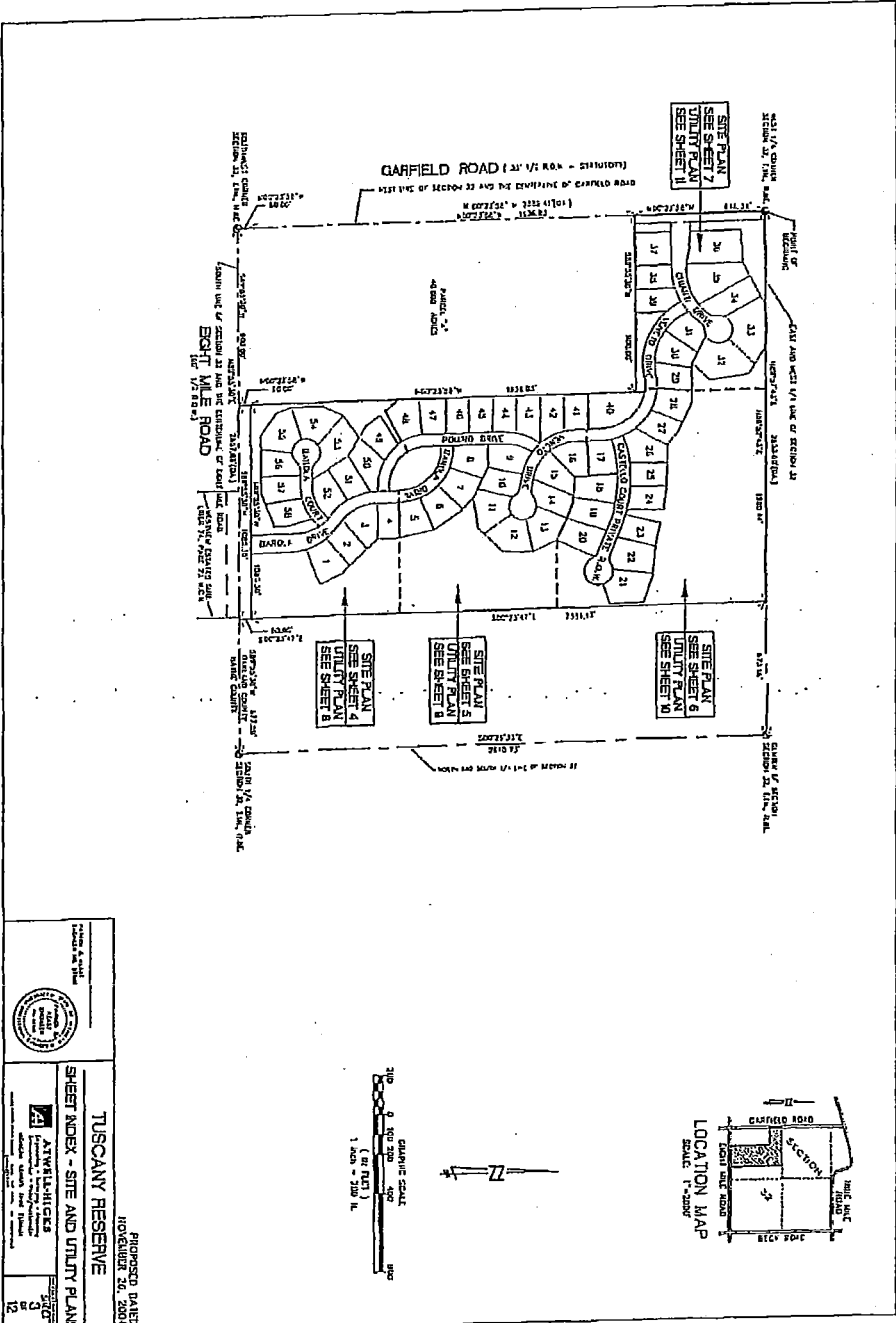
A part of the Southwest 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; more particularly described as commencing at the West 1/4 Corner of said Section 32, for a point of beginning; thence North 89°57'43" East, 1980.44 feet, along the East and West 1/4 line of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

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

PROPOSED DATED
 NOVEMBER 26, 2004

	TUSCANY RESERVE	
	TITLE PAGE	
	ATWELL-HICKS Engineering • Surveying • Planning Environmental • Utility Professionals 48379 GRAND RIVER AVENUE SUITE 110 NOVI, MICHIGAN 48375-2123	SHEET 1 OF 12



PROPOSED BARRI
NOVEMBER 20, 2001

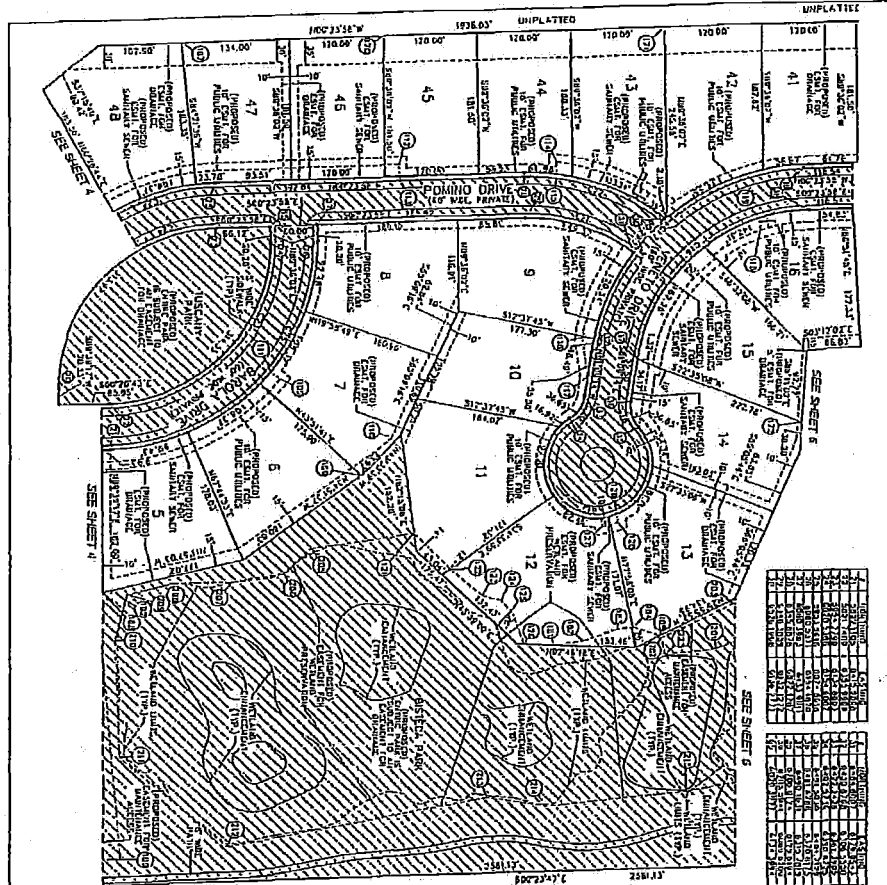
TUSCANY RESERVE

SHEET INDEX - SITE AND UTILITY PLANS

ATWELLS INC.
10000 W. 10TH AVENUE
DENVER, CO 80202

NO.	DATE	DESCRIPTION
1	11/20/01	ISSUED FOR PERMITTING
2	11/20/01	ISSUED FOR PERMITTING
3	11/20/01	ISSUED FOR PERMITTING
4	11/20/01	ISSUED FOR PERMITTING
5	11/20/01	ISSUED FOR PERMITTING
6	11/20/01	ISSUED FOR PERMITTING
7	11/20/01	ISSUED FOR PERMITTING
8	11/20/01	ISSUED FOR PERMITTING
9	11/20/01	ISSUED FOR PERMITTING
10	11/20/01	ISSUED FOR PERMITTING
11	11/20/01	ISSUED FOR PERMITTING
12	11/20/01	ISSUED FOR PERMITTING





SEE SHEET 4

SEE SHEET 5

SEE SHEET 6

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
4	10,000	10,000	10,000	10,000
5	10,000	10,000	10,000	10,000
6	10,000	10,000	10,000	10,000
7	10,000	10,000	10,000	10,000
8	10,000	10,000	10,000	10,000
9	10,000	10,000	10,000	10,000
10	10,000	10,000	10,000	10,000
11	10,000	10,000	10,000	10,000
12	10,000	10,000	10,000	10,000
13	10,000	10,000	10,000	10,000
14	10,000	10,000	10,000	10,000
15	10,000	10,000	10,000	10,000

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
16	10,000	10,000	10,000	10,000
17	10,000	10,000	10,000	10,000
18	10,000	10,000	10,000	10,000
19	10,000	10,000	10,000	10,000
20	10,000	10,000	10,000	10,000
21	10,000	10,000	10,000	10,000
22	10,000	10,000	10,000	10,000
23	10,000	10,000	10,000	10,000
24	10,000	10,000	10,000	10,000
25	10,000	10,000	10,000	10,000

The contract shall be for the construction of the site as shown on the site plan. The contractor shall be responsible for obtaining all necessary permits and for the construction of the site as shown on the site plan. The contractor shall be responsible for the construction of the site as shown on the site plan.

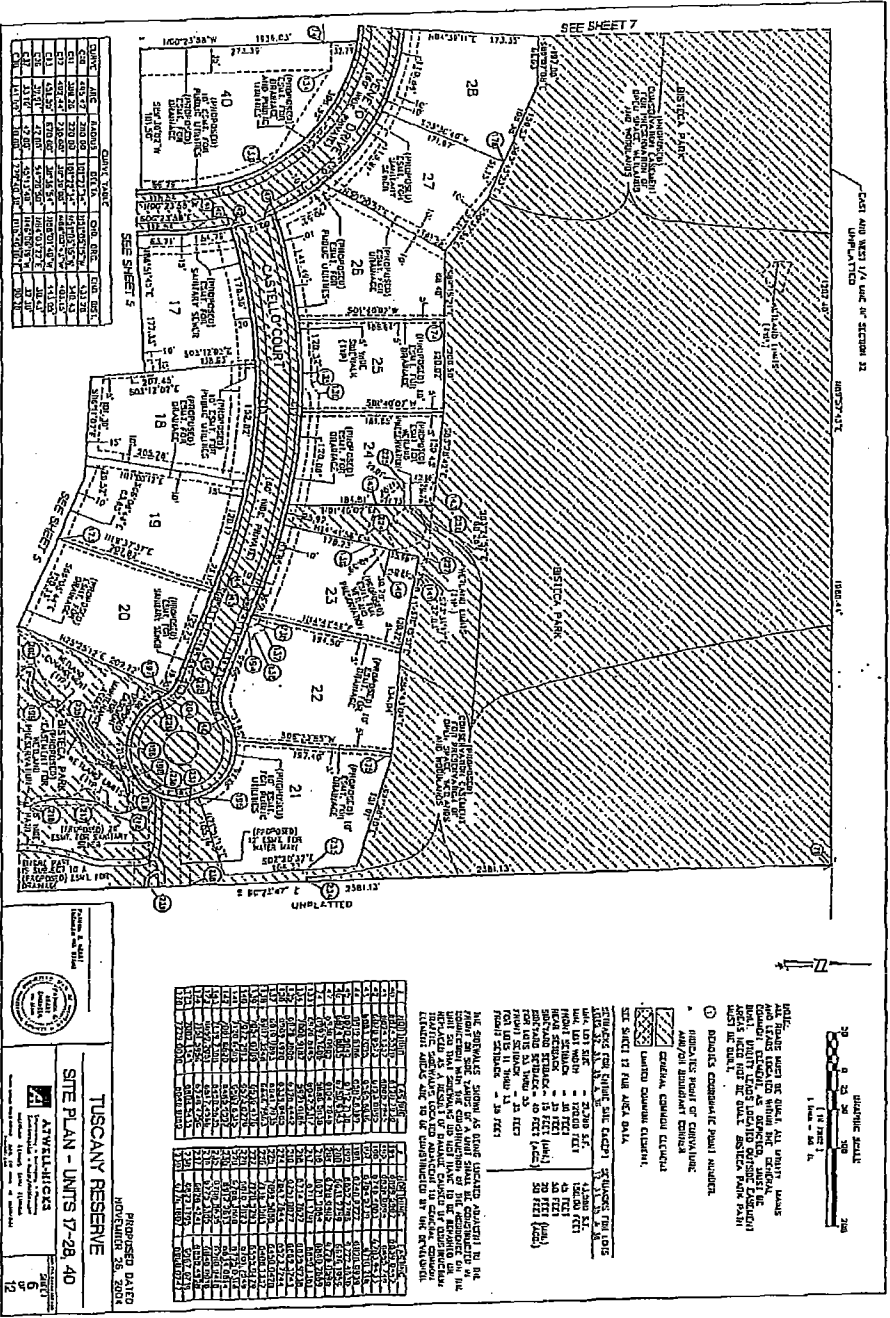
Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
26	10,000	10,000	10,000	10,000
27	10,000	10,000	10,000	10,000
28	10,000	10,000	10,000	10,000
29	10,000	10,000	10,000	10,000
30	10,000	10,000	10,000	10,000
31	10,000	10,000	10,000	10,000
32	10,000	10,000	10,000	10,000
33	10,000	10,000	10,000	10,000
34	10,000	10,000	10,000	10,000
35	10,000	10,000	10,000	10,000

TUSCANY RESERVE
PROPOSED DATED 10/20/2010

ATWILKIN & ASSOCIATES
1001 15th St. N. Suite 100
Atlanta, GA 30316
404.525.1234
www.atwilkin.com

SITE PLAN - UNITS 5-16, 41-48

Scale: 1" = 10' - 0"



UNIT	AREA (SQ. FT.)	AREA (SQ. YD.)	CONV. FACTOR	CONV. FACTOR
17	10,000	115.14	1.1514	1.1514
18	10,000	115.14	1.1514	1.1514
19	10,000	115.14	1.1514	1.1514
20	10,000	115.14	1.1514	1.1514
21	10,000	115.14	1.1514	1.1514
22	10,000	115.14	1.1514	1.1514
23	10,000	115.14	1.1514	1.1514
24	10,000	115.14	1.1514	1.1514
25	10,000	115.14	1.1514	1.1514
26	10,000	115.14	1.1514	1.1514
27	10,000	115.14	1.1514	1.1514
28	10,000	115.14	1.1514	1.1514
40	10,000	115.14	1.1514	1.1514

TUSCANY RESERVE
 PREPARED BY: [Logo]
 SITE PLAN - UNITS 17-28, 40
 APPROVED BY: [Signature]
 DATE: [Date]

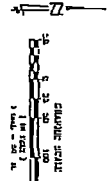
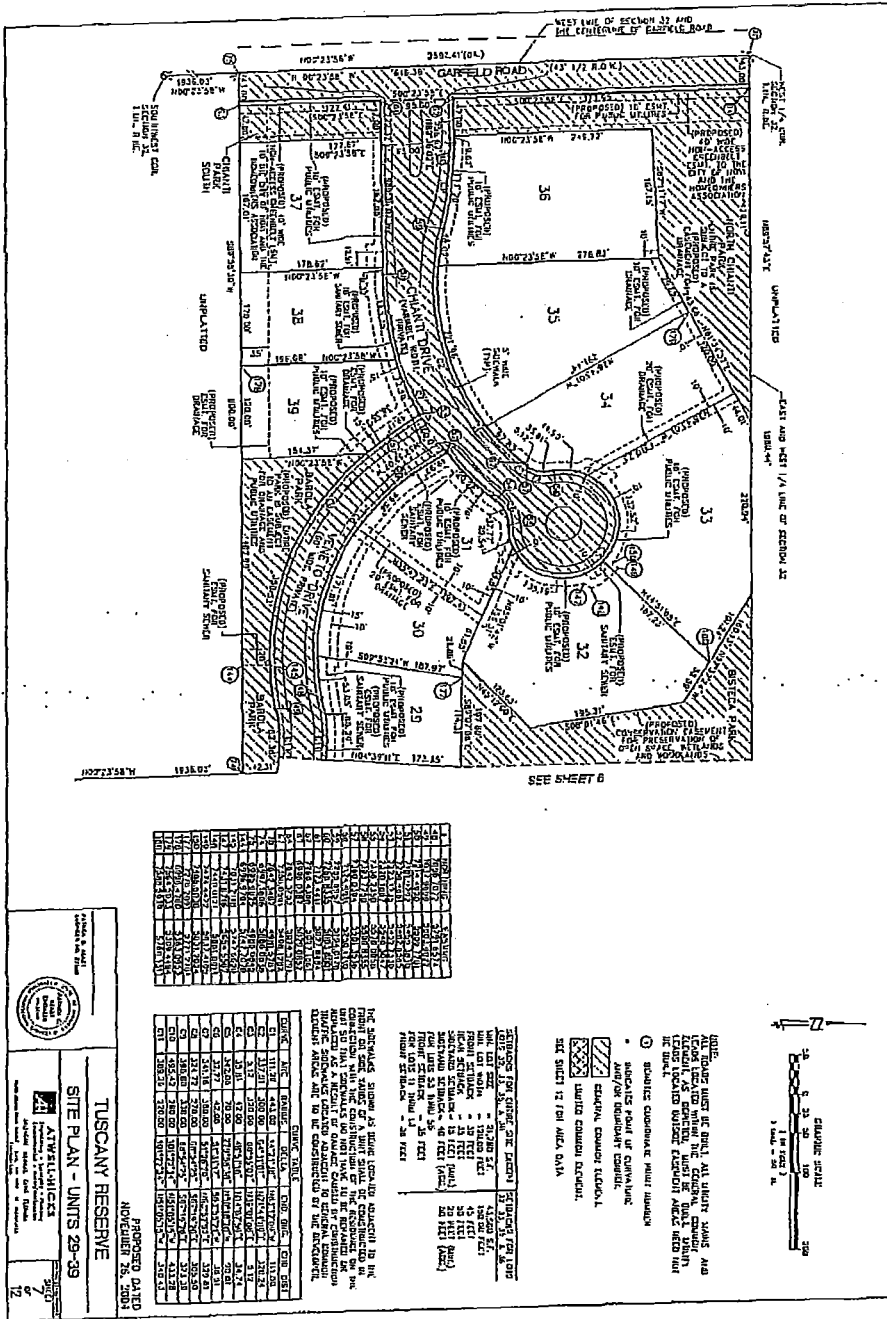
UNIT	AREA (SQ. FT.)	AREA (SQ. YD.)	CONV. FACTOR	CONV. FACTOR
17	10,000	115.14	1.1514	1.1514
18	10,000	115.14	1.1514	1.1514
19	10,000	115.14	1.1514	1.1514
20	10,000	115.14	1.1514	1.1514
21	10,000	115.14	1.1514	1.1514
22	10,000	115.14	1.1514	1.1514
23	10,000	115.14	1.1514	1.1514
24	10,000	115.14	1.1514	1.1514
25	10,000	115.14	1.1514	1.1514
26	10,000	115.14	1.1514	1.1514
27	10,000	115.14	1.1514	1.1514
28	10,000	115.14	1.1514	1.1514
40	10,000	115.14	1.1514	1.1514

THE DEVELOPER'S INTENT IS TO SUBMIT THIS SITE PLAN TO THE LOCAL GOVERNMENT FOR REVIEW AND APPROVAL. THE DEVELOPER'S INTENT IS NOT TO BE BOUND BY THE LOCAL GOVERNMENT'S REVIEW AND APPROVAL. THE DEVELOPER'S INTENT IS TO SUBMIT THIS SITE PLAN TO THE LOCAL GOVERNMENT FOR REVIEW AND APPROVAL. THE DEVELOPER'S INTENT IS NOT TO BE BOUND BY THE LOCAL GOVERNMENT'S REVIEW AND APPROVAL.

LEGEND
 [Symbol] DRIVE
 [Symbol] SIDEWALK
 [Symbol] EASEMENT
 [Symbol] LOT
 [Symbol] CONCRETE DRIVEWAY
 [Symbol] LANDSCAPING ELEMENTS

SCALE
 1" = 20' (AS SHOWN)
 1" = 40' (AS SHOWN)
 1" = 80' (AS SHOWN)

NOTES
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



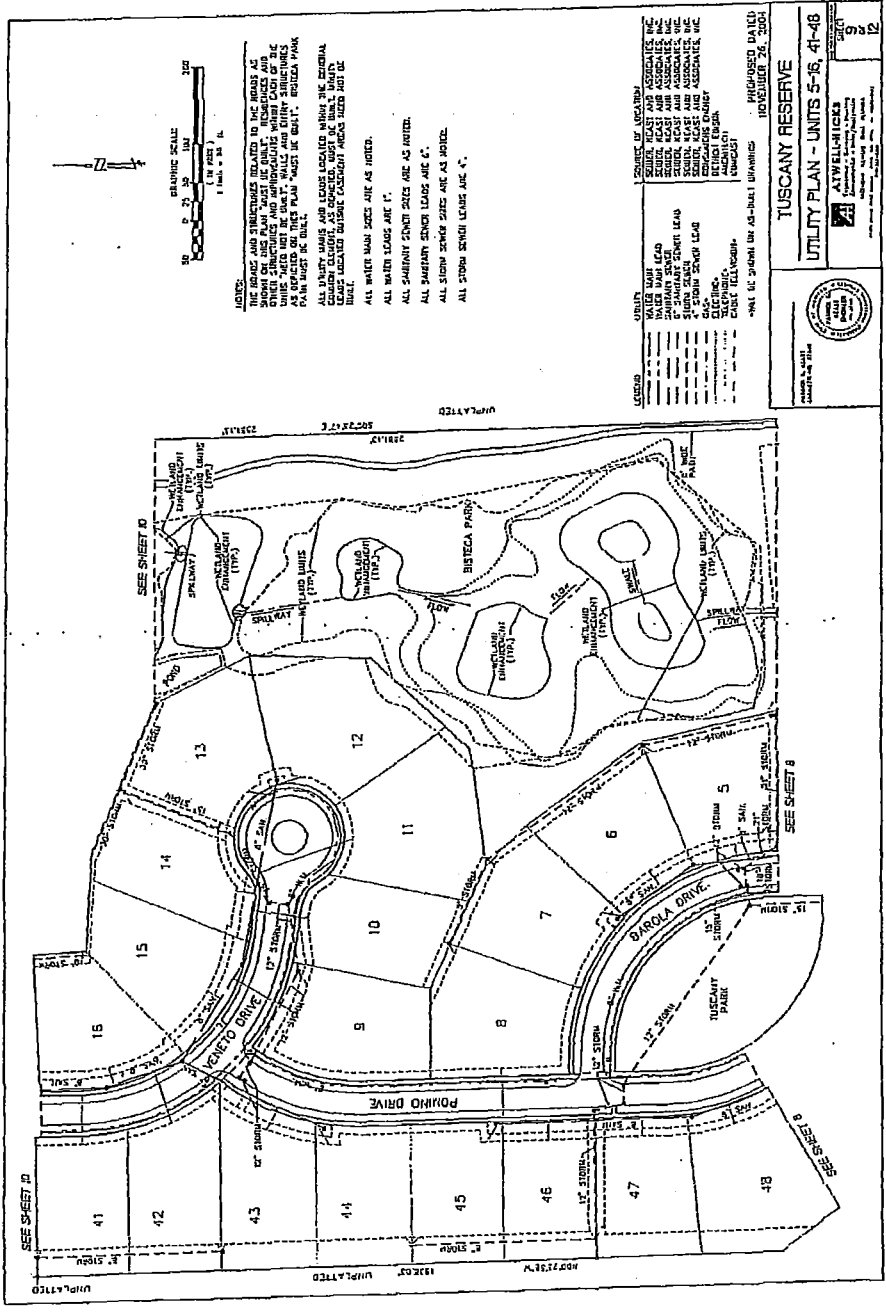
- SOLID LINE - UNIT BOUNDARY
- DASHED LINE - UNIT BOUNDARY
- DOTTED LINE - COMMON ELEMENT
- HATCHED AREA - COMMON ELEMENT

TABLE OF LOTS

LOT NO.	AREA (SQ. FT.)	AREA (SQ. METERS)
20	12,000	2,800
21	12,000	2,800
22	12,000	2,800
23	12,000	2,800
24	12,000	2,800
25	12,000	2,800
26	12,000	2,800
27	12,000	2,800
28	12,000	2,800
29	12,000	2,800
30	12,000	2,800
31	12,000	2,800
32	12,000	2,800
33	12,000	2,800
34	12,000	2,800
35	12,000	2,800
36	12,000	2,800
37	12,000	2,800
38	12,000	2,800
39	12,000	2,800

The site plan shows 10 units, each containing 20 lots. The units are numbered 29 through 38. Unit 39 is a common element. The lots are numbered 20 through 39. The site plan also shows various streets, including Garfield Road, and other features such as schools and parks. The site plan is subject to the approval of the local government and the state.

ATTTWILLIAMS
 ATTORNEYS



LEGEND

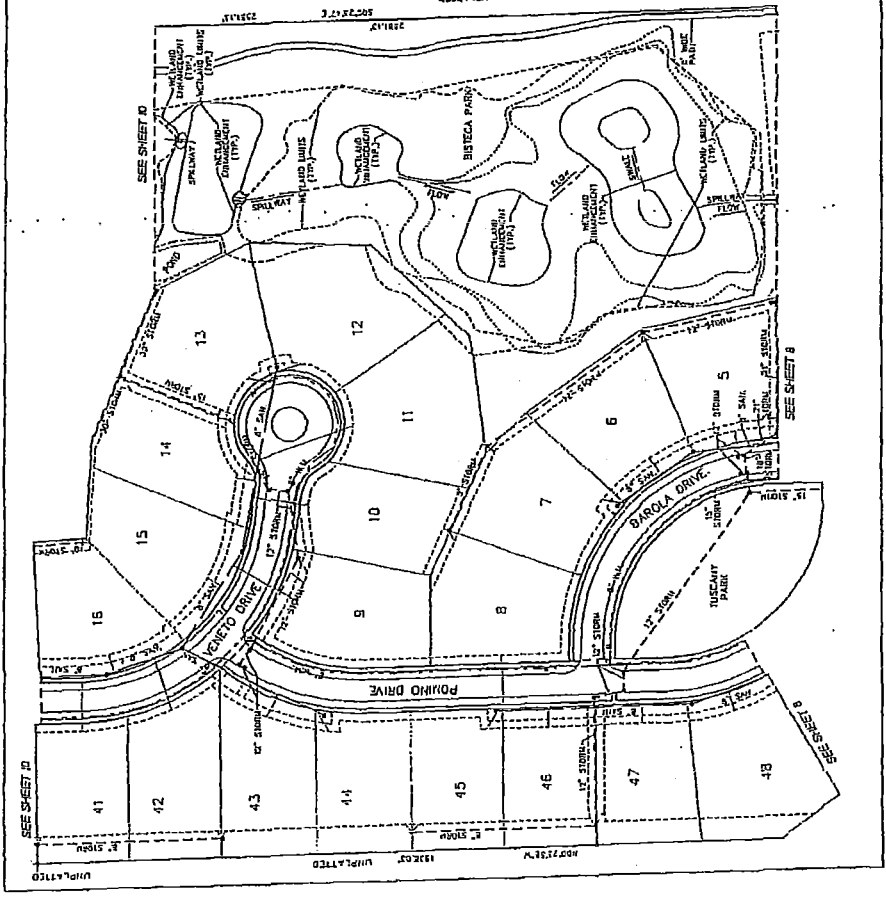
UTILITY	UTILITY
WATER MAIN	WATER MAIN
WATER LEAD	WATER LEAD
SANITARY SEWER	SANITARY SEWER
STORM SEWER	STORM SEWER
STORM LEAD	STORM LEAD
ELECTRIC	ELECTRIC
TELEPHONE	TELEPHONE
CABLE TV	CABLE TV
ROAD	ROAD
RAILROAD	RAILROAD
ADJACENT PROPERTY	ADJACENT PROPERTY
EXISTING UTILITY	EXISTING UTILITY
PROPOSED UTILITY	PROPOSED UTILITY

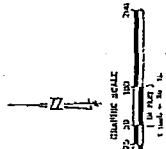
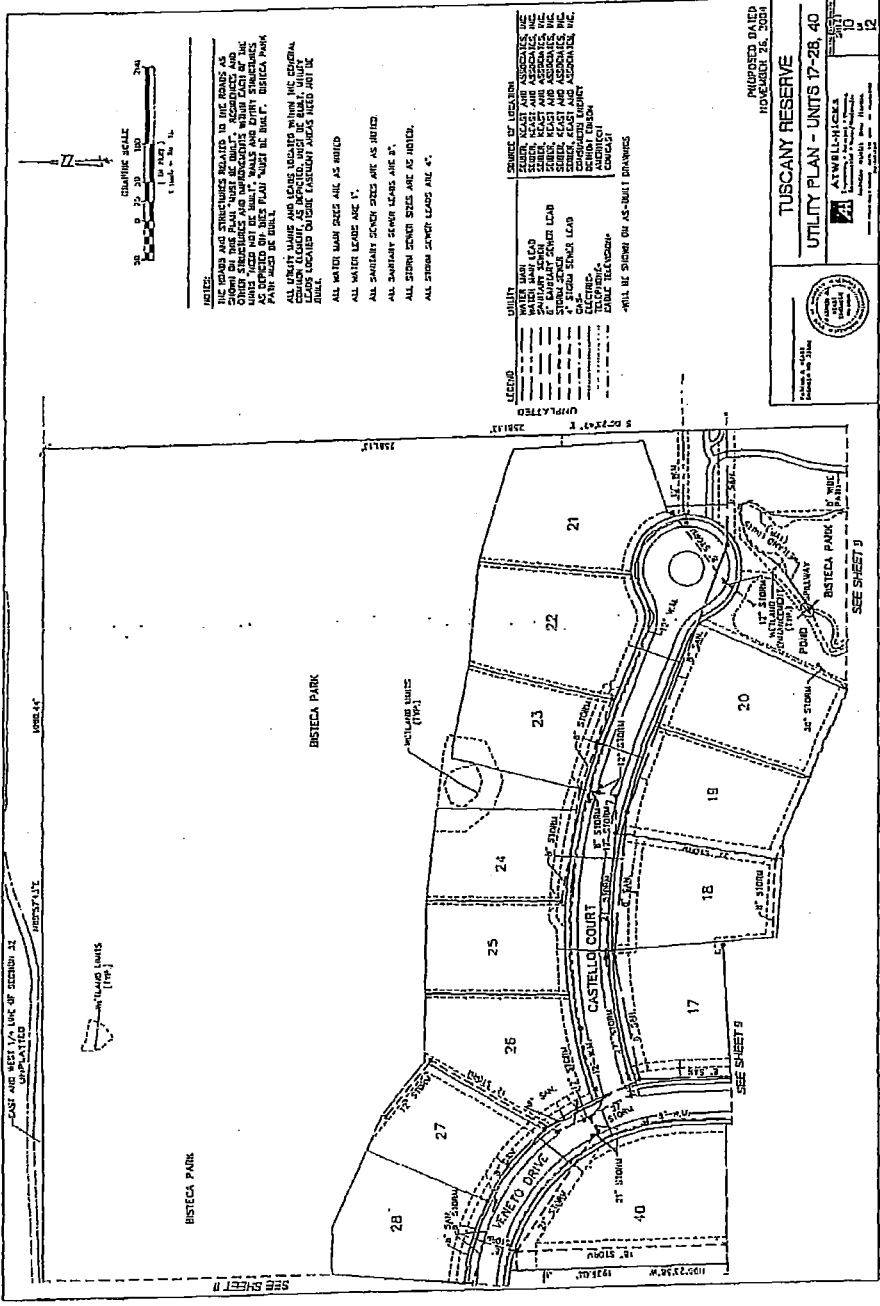
TUSCAN RESERVE

UTILITY PLAN - UNITS 5-15, 41-48

ATWELL/BLACK

NOVEMBER 26, 2004





NOTES:
 1. ALL UTILITIES SHOWN ON THIS PLAN ARE TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, MASSACHUSETTS, REGULATIONS AND ORDINANCES, AND THE MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES REGULATIONS AND ORDINANCES. THE LOCATION AND DEPTH OF ALL UTILITIES SHALL BE AS SHOWN ON THIS PLAN, UNLESS OTHERWISE NOTED.
 2. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, MASSACHUSETTS, REGULATIONS AND ORDINANCES, AND THE MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES REGULATIONS AND ORDINANCES.
 3. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, MASSACHUSETTS, REGULATIONS AND ORDINANCES, AND THE MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES REGULATIONS AND ORDINANCES.
 4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, MASSACHUSETTS, REGULATIONS AND ORDINANCES, AND THE MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES REGULATIONS AND ORDINANCES.

LEGEND:
 WATER MAIN
 SEWER MAIN
 STORM MAIN
 GAS MAIN
 ELECTRICAL MAIN
 TELEPHONE MAIN
 CABLE MAIN
 UNPLANNED

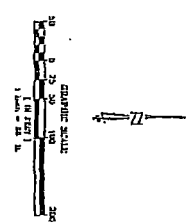
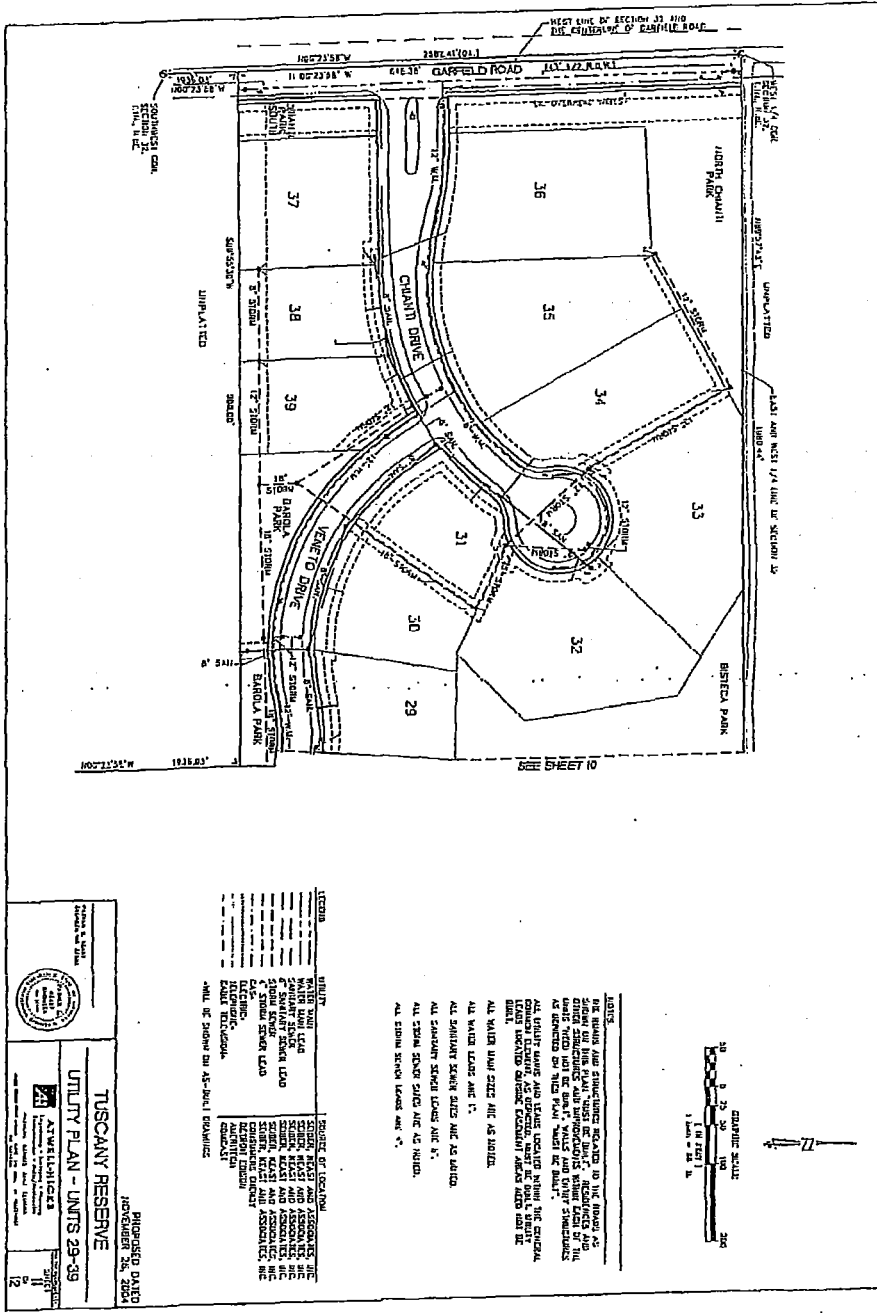
EXPLANATION:
 1. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, MASSACHUSETTS, REGULATIONS AND ORDINANCES, AND THE MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES REGULATIONS AND ORDINANCES.
 2. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, MASSACHUSETTS, REGULATIONS AND ORDINANCES, AND THE MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES REGULATIONS AND ORDINANCES.
 3. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, MASSACHUSETTS, REGULATIONS AND ORDINANCES, AND THE MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES REGULATIONS AND ORDINANCES.
 4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, MASSACHUSETTS, REGULATIONS AND ORDINANCES, AND THE MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES REGULATIONS AND ORDINANCES.

TUSCANY RESERVE
 UTILITY PLAN - UNITS 17-28 40

PROPOSED DATED: NOVEMBER 26, 2003

ATWELL/ROCHELLE
 ENGINEERS AND ARCHITECTS

12



NOTES

THE SHOWN AND DIMENSIONS SHOWN TO THE HUNDREDS ARE APPROXIMATE AND SHALL BE SUBJECT TO THE FINAL SURVEY AND FIELD MEASUREMENTS. THE SHOWN DIMENSIONS SHALL BE SUBJECT TO THE FINAL SURVEY AND FIELD MEASUREMENTS.

ALL DIMENSIONS SHALL BE IN FEET AND INCHES.

ALL DIMENSIONS SHALL BE IN FEET AND INCHES.

ALL DIMENSIONS SHALL BE IN FEET AND INCHES.

ALL DIMENSIONS SHALL BE IN FEET AND INCHES.

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
[Symbol]	UTILITY	[Symbol]	SUBJECT OF LOCATION
[Symbol]	WATER MAIN LEAD	[Symbol]	SEWER MAIN LEAD
[Symbol]	SEWER MAIN LEAD	[Symbol]	SEWER MAIN LEAD
[Symbol]	SEWER MAIN LEAD	[Symbol]	SEWER MAIN LEAD
[Symbol]	SEWER MAIN LEAD	[Symbol]	SEWER MAIN LEAD
[Symbol]	SEWER MAIN LEAD	[Symbol]	SEWER MAIN LEAD
[Symbol]	SEWER MAIN LEAD	[Symbol]	SEWER MAIN LEAD
[Symbol]	SEWER MAIN LEAD	[Symbol]	SEWER MAIN LEAD
[Symbol]	SEWER MAIN LEAD	[Symbol]	SEWER MAIN LEAD
[Symbol]	SEWER MAIN LEAD	[Symbol]	SEWER MAIN LEAD

TUSCANY RESERVE

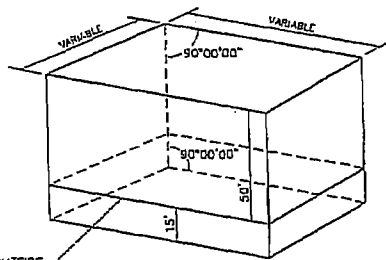
UTILITY PLAN - UNITS 29-39

PROPOSED DATE

APPROVED BY DATE

ATWELLS

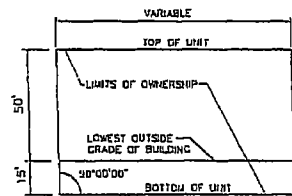
ATWELLS



LOWEST OUTSIDE
GRADE OF BUILDING
(PER MASTER GRADING PLAN OF
APPROVED ENGINEERING PLANS)

TYPICAL UNIT VOLUME

UNITS 1-58



NOTE: THE TOP AND BOTTOM
LIMITS OF OWNERSHIP ARE
PARALLEL TO EACH OTHER AND
ARE PERPENDICULAR TO THE
VERTICAL LIMITS.

TYPICAL UNIT CROSS SECTION

UNITS 1-58

UNIT AREA TABLE

UNIT No.	AREA
1	22971
2	22971
3	20442
4	20442
5	20442
6	20442
7	20442
8	20442
9	20442
10	20442
11	20442
12	20442
13	20442
14	20442
15	20442
16	20442
17	20442
18	20442
19	20442
20	20442
21	20442
22	20442
23	20442
24	20442
25	20442
26	20442
27	20442
28	20442
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30	20442
31	20442
32	20442
33	20442
34	20442
35	20442
36	20442
37	20442
38	20442
39	20442
40	20442
41	20442
42	20442
43	20442
44	20442
45	20442
46	20442
47	20442
48	20442
49	20442
50	20442
51	20442
52	20442
53	20442
54	20442
55	20442
56	20442
57	20442
58	20442

PROPOSED DATED
NOVEMBER 26, 2004

	TUSCANY RESERVE	
	AREA AND VOLUME DATA - UNITS 1-58	
ATWELL-HICKS <small>Engineers - Surveyors - Planners Architects - Interiors - Environmental</small>	SHEET 12 OF 12	

Exhibit B

<u>Storm Water Facility</u>	<u>Maintenance Action</u>	<u>Corrective Action</u>	<u>Annual Estimated Cost for Maintenance & Repairs</u>		
			<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Storm Sewer/Open Channels	After each storm that meets or exceeds a 10-year storm event, check for piping around culverts or erosion adjacent to culverts. Ensure culverts are not collapsed or clogged.	Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from channels and culverts. Replace collapsed culverts.	\$300	\$315	\$330
Detention Basin	Regularly mow buffer strips. If buffer is a lawn, mow frequently. Remove sediment every five to ten years or as necessary. Remove debris & excessive algae. Check for eroded basin banks.	Implement soil stabilization measures to stop erosion of banks. Repair eroded banks.	\$1,000	\$1,050	\$1,100
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion	Implement energy dissipation measures to prevent erosion.	\$450	\$475	\$500
Sediment Basins	Every three months, check depth of sediment. Check basin for piping, seepage, or mechanical damage. Check for soil caking around standpipes. Ensure outfall is not causing erosion.	Remove sediment that accumulates to no more than 50% of basin volume. Remove caking from around standpipe. Implement energy dissipation measures to prevent erosion. Repair basin or outfall erosion.	\$1,000	\$1,050	\$1,100
Total:			\$2,750	\$2,890	\$3,030

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Novi Investment Co. LLC, whose address is 20258 Barolo Drive, Northville, MI 48167, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public walkway over across and through property located in Section 22, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A – Property Description Exhibit}

The permanent easement for the public walkway is more particularly described as follows:

{See attached and incorporated Exhibit B – Sidewalk Easement Area}

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit B.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

This easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.


Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a)

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this 14th day of August, 2007

Signed by:

Novi Investment Corp a
Michigan Limited Liability Company


By: Mark F. Gurdobono

STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 14th day of August, 2007, by Mark F. Gurdobono the Member, a Member on behalf of the company.

Joy A. Kasper
Notary Public
Oakland County, Michigan
My Commission Expires: 7/17/13

Drafted by:
Elizabeth M. Kudla
30903 Northwestern Hwy
Farmington Hills, MI 48334

When recorded return to:
Maryanne Cornelius, Clerk
City of Novi
45175 W. Ten Mile Rd
Novi, MI 48375

EXHIBIT A

April 13, 2006

Job. No. 93-063
Tuscany Reserve

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

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

EXHIBIT B

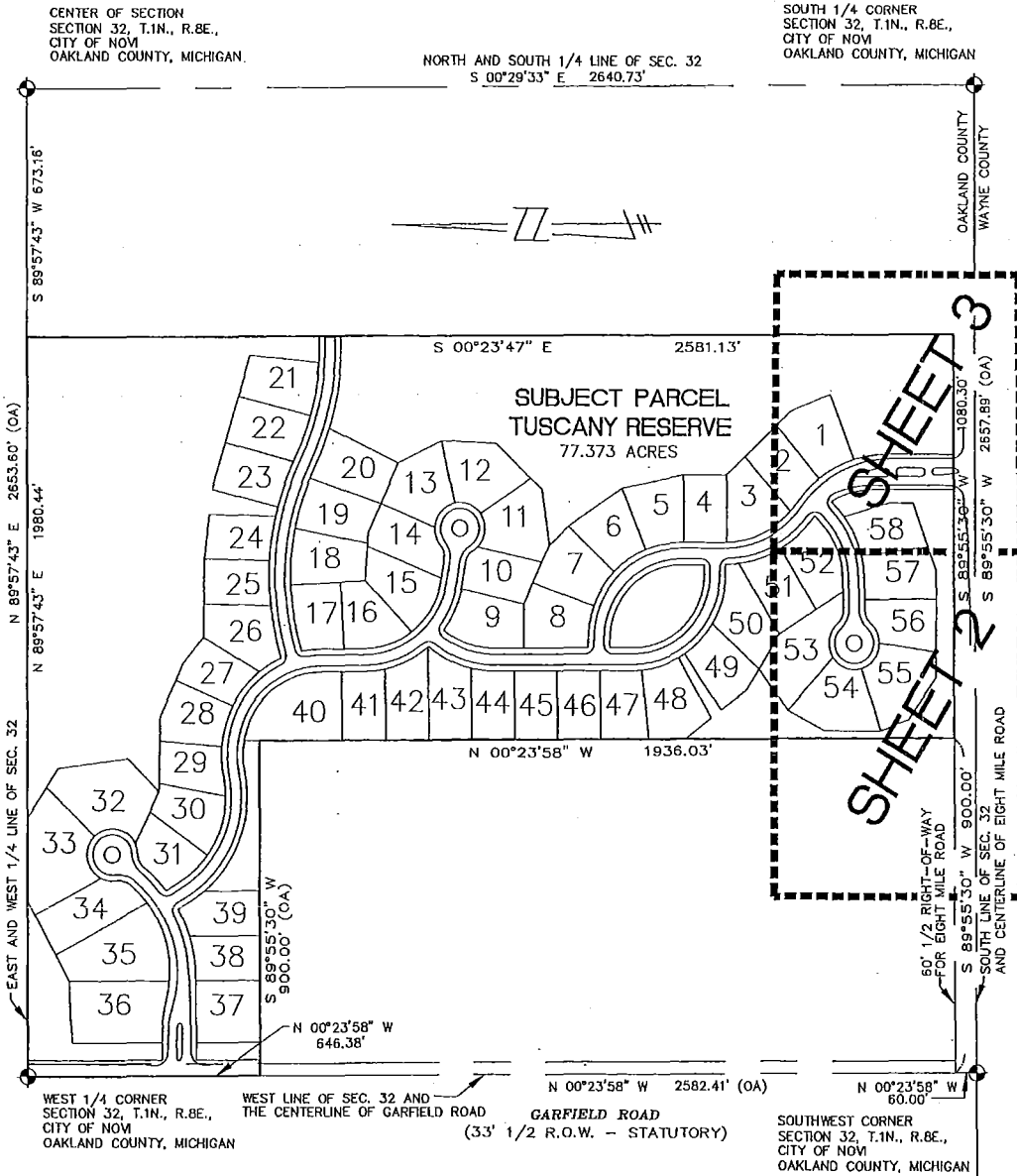
April 13, 2006

Job. No. 93-063
Tuscany Reserve

LEGAL DESCRIPTION EASEMENT FOR SIDEWALK

An Easement for Sidewalk being a part of the Southwest 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; said easement being more particularly described as commencing at the Southwest Corner of Section 32; thence North 00°23'58" West, 60.00 feet, along the West line of Section 32 and the Centerline of Garfield Road, to the Northerly right-of-way line of Eight Mile Road (60' 1/2 right-of-way); thence North 89°55'30" East, 900.00 feet, along the Northerly right-of-way of said Eight Mile Road, to the Southwest Corner of the Subject Parcel; thence continuing North 89°55'30" East, 30.32 feet along the Northerly right-of-way line of said Eight Mile Road, to the POINT OF BEGINNING 1; thence North 74°08'57" East, 114.02 feet; thence North 89°55'30" East, 56.52 feet; thence South 72°24'12" East, 79.06 feet; thence North 89°55'30" East, 72.35 feet; thence North 81°56'40" East, 122.45 feet; thence North 89°55'30" East, 86.48 feet; thence South 74°38'50" East, 90.22 feet, to Point "A" on the Northerly right-of-way line of said Eight Mile Road; thence South 89°55'30" West, 56.39 feet, along the Northerly right-of-way of said Eight Mile Road; thence North 74°38'50" West, 33.83 feet; thence South 89°55'30" West, 83.40 feet; thence South 81°56'40" West, 64.82 feet; thence South 89°55'30" West, 157.90 feet, along the Northerly Right-of-Way of said Eight Mile Road; thence North 72°24'12" West, 52.71 feet; thence South 89°55'30" West, 52.11 feet; thence South 74°08'57" West, 58.85 feet, to the Northerly right-of-way line of said Eight Mile Road; thence South 89°55'30" West, 55.17 feet, along the Northerly right-of-way of said Eight Mile Road, to the Point of Beginning 1. AND ALSO; commencing at said Point "A"; thence North 89°55'30" East, 139.20 feet, along the Northerly right-of-way line of said Eight Mile Road, to the POINT OF BEGINNING 2; thence North 69°45'31" East, 121.83 feet; thence North 89°55'30" East, 99.05 feet; thence South 58°23'15" East, 79.96 feet, to the Northerly right-of-way line of said Eight Mile Road; thence South 89°55'30" West, 28.56 feet, along the Northerly Right-of-Way of said Eight Mile Road; thence North 58°23'15" West, 51.40 feet; thence South 89°55'30" West, 92.12 feet; thence South 69°45'31" West, 78.32 feet, to the Northerly right-of-way line of said Eight Mile Road; thence South 89°55'30" West, 43.51 feet, along the Northerly right-of-way of said Eight Mile Road, to the Point of Beginning 4.

EXHIBIT C



SUBJECT PARCEL

TUSCANY RESERVE
SECTION 32
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 400'
DATE:	4-13-2006
JOB NO.:	93-063
DWG FILE:	93-063EE-SW
DRAWN BY:	NLW
CHECK:	KAL
SHEET:	1 OF 3



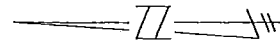
ATWELL-HICKS

Engineering • Surveying • Planning
Environmental • Water/Wastewater

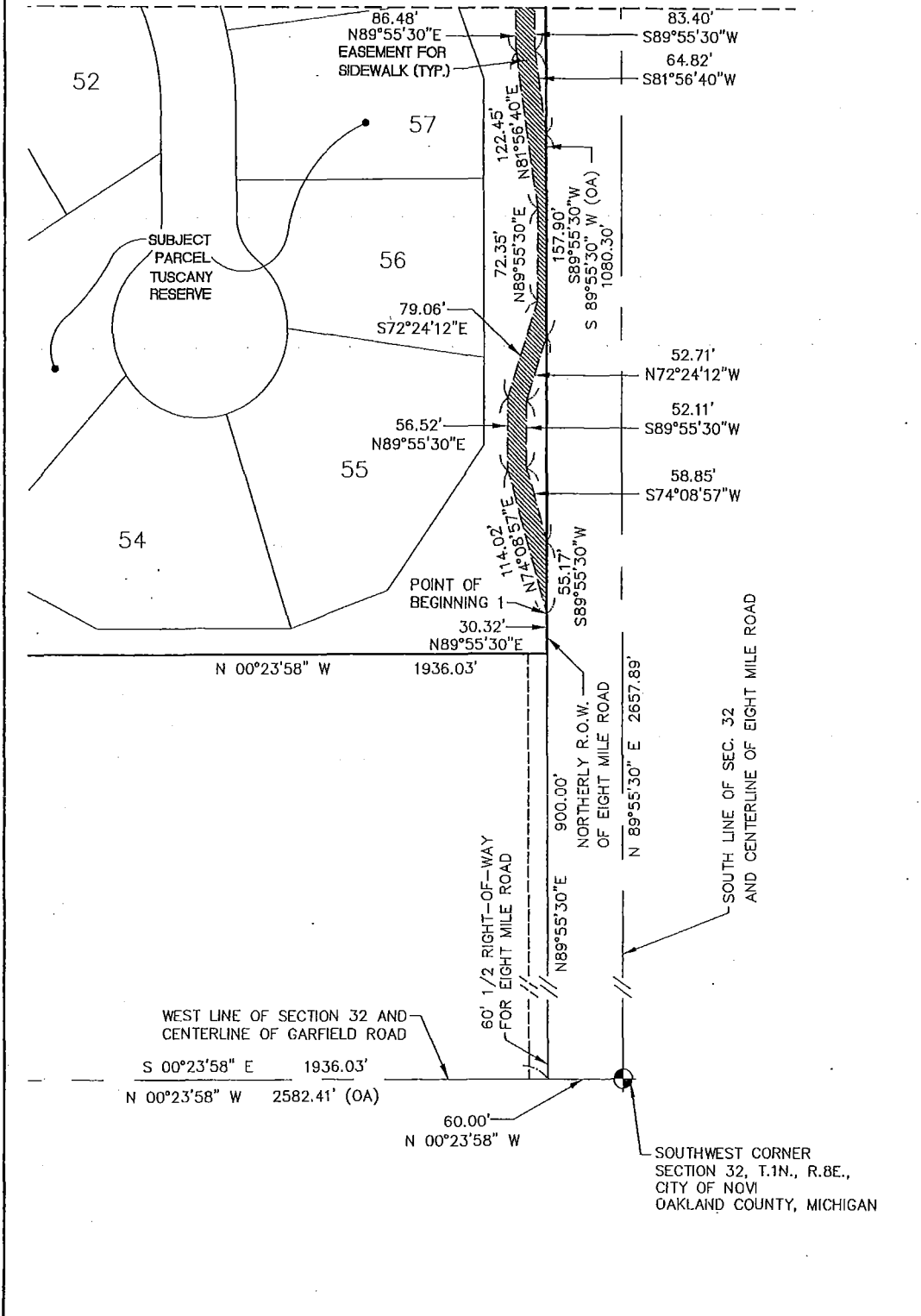
MICHIGAN ILLINOIS OHIO FLORIDA

40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375-2123
(248) 522-8300

EXHIBIT C



MATCH LINE - SEE SHEET 3



EASEMENT FOR SIDEWALK



ATWELL-HICKS
 Engineering • Surveying • Planning
 Environmental • Water/Wastewater
 MICHIGAN ILLINOIS OHIO FLORIDA

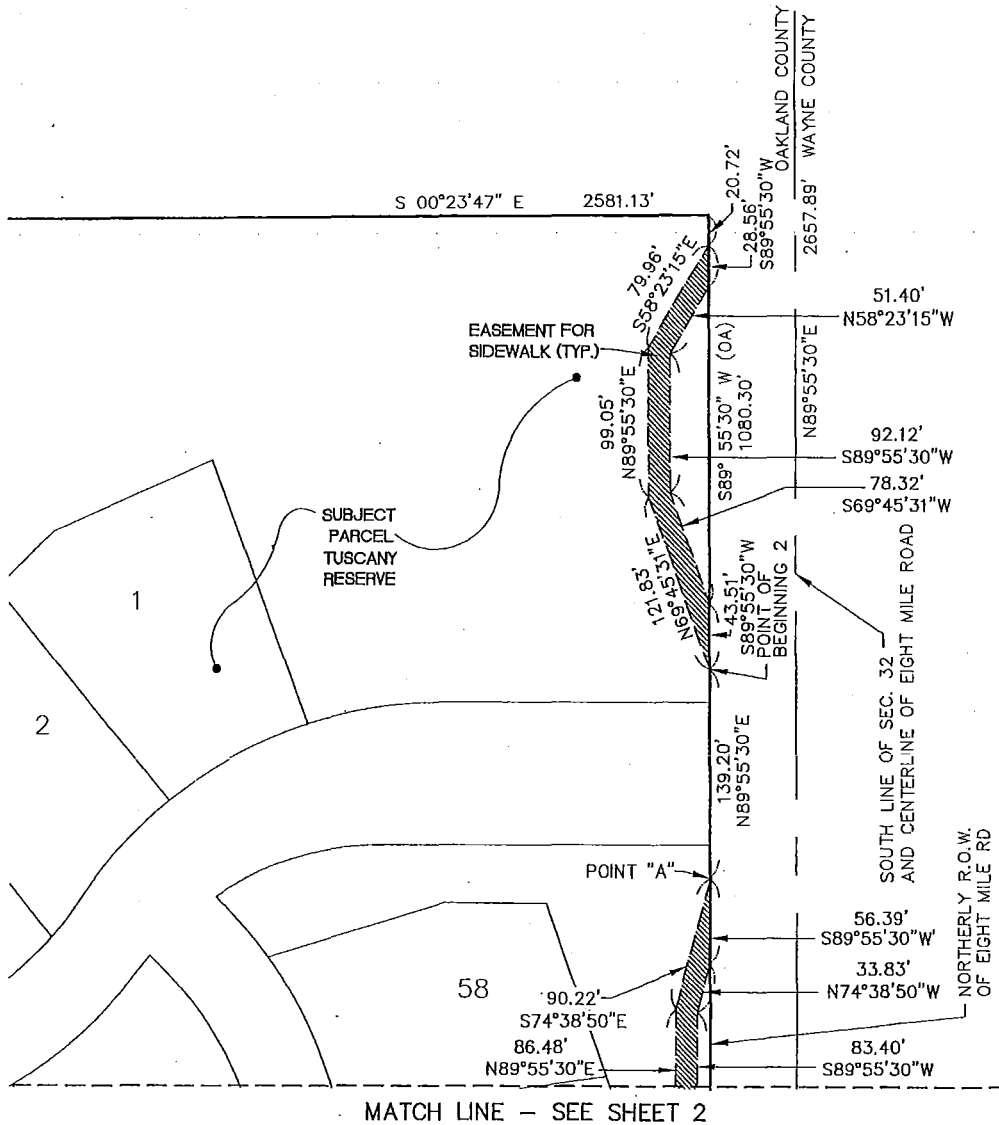
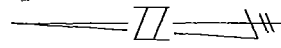
40399 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48376-2123
 (248) 522-8300

TUSCANY RESERVE
 SECTION 32
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	4-13-2006
JOB NO.:	93-063
DWG FILE:	93-063EE-SW
DRAWN BY:	NLW
CHECK:	KAL
SHEET:	2 OF 3

K:\proj\93-0631-misc\93-063EE-SW.dwg, 4/13/2006 2:34:44 PM, kluubbert

EXHIBIT C



EASEMENT FOR SIDEWALK



ATWELL-HICKS

Engineering • Surveying • Planning
 Environmental • Water/Wastewater
 MICHIGAN ILLINOIS OHIO FLORIDA

40399 GRAND RIVER AVENUE SUITE 110 NOV, MI 48375-2123
 (248) 522-8300

TUSCANY RESERVE
 SECTION 32
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 100'
DATE:	4-13-2006
JOB NO.:	93-063
DWG FILE:	93-063EE-SW
DRAWN BY:	NLW
CHECKED:	KAL
SHEET:	3 OF 3

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