



**CITY of NOVI CITY COUNCIL**

**Agenda Item E  
October 20, 2014**

**SUBJECT:** Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation costs of street lights at the two entrances to Berkshire Pointe on Wixom Road; and approval of an agreement with Pulte Land Co, LLC for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *RW* *BTC*

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

<b>EXPENDITURE REQUIRED</b>	\$ 10,319 (Installation paid by Developer) \$ 596 (Annual Operating Costs paid by Developer) \$ 596 (Annual Operating Costs paid by City)
<b>AMOUNT BUDGETED</b>	\$ 128,514 (101-442.00-924.000)
<b>LINE ITEM NUMBER</b>	701-000.00-924.000 (Developer Paid Costs) 101-442.00-924.000 (Street Lighting)

**BACKGROUND INFORMATION:**

The developer of Berkshire Pointe, Pulte Land Company, LLC, is requesting two decorative street lights at each of the two entrances to the new residential development of Wixom Road, south of Grand River Avenue. The Resolution for Amended Street Light Policy adopted September 24, 2012 states that the City will provide one standard overhead street in the public right-of-way at major road entrances of residential developments, such as Berkshire Pointe, to enhance public safety. The policy also states that if the request is for a decorative street light, then the petitioner shall bear the cost of installation. Since the developer is requesting four decorative street lights, the installation costs for all four street lights will be the developer's responsibility. The ongoing operation and energy costs for two street lights (one per intersection with a major road) will be paid for by the City, while the developer and successor Homeowner's Association will be billed by the City (and the City will pay Detroit Edison) for the ongoing operation of the other two street lights.

Engineering staff worked with Detroit Edison to determine the appropriate locations for street lights and to obtain estimated installation and ongoing operation costs. The four new street lights will be underground fed Acorn style LED fixtures on a 14' black fiberglass pole.

In order to facilitate installation of the street lights, Detroit Edison Company is requesting approval and execution of the attached Purchase Agreement. The Detroit Edison agreement requires the City to pay the total installation cost of \$12,768 and an ongoing annual lamp charge of \$1,412 for operation and maintenance of the four street lights. As with all other street light installations, the City requires payment by the applicant for all reimbursable charges and the City pays Detroit Edison directly.

A second agreement between the City and Pulte, is also provided for consideration to formalize the payment of the installation Berkshire Pointe. The developer has requested four decorative lights, which under the Street Light Policy requires them to pay the total installation cost of \$10,319. The Street Light Policy stipulates that the City will pay for ongoing energy costs of a single light at each of the two intersections with Wixom Road; therefore, energy costs for additional lights will be paid by the petitioner. The attached Agreement states that Berkshire will pay \$596 to the City for the operating costs associated with two of the four street lights. Pulte has paid for its portion of the installation costs. The following table summarizes the costs for the requested streetlights:

Description	City Share	Developer/Association Share	Total
Installation Costs	\$0	\$10,319	\$10,319
Annual Operating Costs	\$596	\$596	\$1,192

The proposed agreement has been reviewed and recommended for approval by Engineering staff and the City Attorney (Beth Saarela's October 10, 2014 letter is attached).

**RECOMMENDED ACTION:** Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation costs of street lights at the two entrances to Berkshire Pointe on Wixom Road; and approval of an agreement with Pulte Land Co, LLC for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy

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

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

# Street Light Installation

Location Map

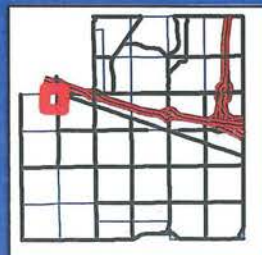


Map Author: Brian Coburn  
Date: 10/13/14  
Project:  
Version #:

Amended By:  
Date:  
Department:

#### 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.



## City of Novi

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





JOHNSON ROSATI SCHULTZ JOPPICH PC

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Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

[www.johnsonrosati.com](http://www.johnsonrosati.com)

October 10, 2014

Benjamin Croy, Civil Engineer  
City of Novi  
Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Berkshire Pointe – Master Agreement and Purchase Agreement for Municipal Street Lighting and Purchase Agreement**

Dear Mr. Croy:

We have received and reviewed the Master Agreement for Municipal Street Lighting and Purchase Agreement (Work Order 38301124) for the Berkshire Pointe Lighting Installation Project.

The Master Agreement for Municipal Street Lighting ("Master Agreement") and corresponding Purchase Agreement are standard form agreements prepared by The Detroit Edison Company ("DTE") for use in projects for installation and maintenance of new street lighting. The Master Agreement controls the terms of installation and maintenance, generally, such as terms of payment, rates, maintenance responsibilities, term, liability, warranties and general contract provisions, including such things as choice of law and notices.

The Purchase Agreement includes the more specific information relating to each particular project, including total estimated project cost, project location, project specifications, and special order information.

The terms of the Master Agreement have previously been revised to satisfactorily address an issue we raised with the liability provisions in the Agreement. A previous version of the Master Agreement protected DTE from paying any damages if the City was found in any part responsible for the damage or injury caused by the lighting installations. The liability provision now provides that DTE can be held liable for damages up to the CIAC amounts set forth in each Purchase Agreement, regardless of whether the City was found to have some responsibility for

Benjamin Croy, Civil Engineer  
October 10, 2014  
Page 2

the damage. Though liability for DTE for the contracts is capped at \$10,319.00, the previous version protected DTE from paying *any* damages if the City was found in any part responsible for the damage or injury. The revised Master Agreements provide more protection to the City for damages occurring at the construction site than the initial draft.

We note that the City is simultaneously entering into an Agreement with the developer of the Berkshire Pointe for payment of a portion of the installation cost and the annual operating cost for the street lighting. The Street Lighting Agreement for a New Subdivision is consistent with the Master Agreement and Purchase Agreement and we see no legal impediment to approval of the agreements.

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

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Elizabeth Kudla Saarela

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)  
Rob Hayes, Public Services Director (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

## MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and the City of Novi ("Customer") as of September 16, 2013.

### RECITALS

A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

### AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, except to the extent such matter is caused by or arises as a result of the negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

14. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

\*\*\*\*\*

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

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

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

Title: \_\_\_\_\_

Customer:

[City of Novi ]

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

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

Title: \_\_\_\_\_



**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of [October 9, 2014] between The Detroit Edison Company ("Company") and [City of Novi] ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated [March 4, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	[38301124] If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: [##### or N/A]	
2. Location where Equipment will be installed:	[Berkshire Pointe Subdivision. As more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	[Four]	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	[80w LED Acorn fixtures on 14' Fiberglass Posts ]	
5. Estimated Total Annual Lamp Charges	\$1,192.00	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$13,895.00
	Credit for 3 years of lamp charges:	\$3,576.00
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$10,319.00</b>
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices  _____	
10. Customer Address for Notices:	[26300 Lee Begole Drive] [Novi, MI 48375] [Ben Croy]	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one)  YES  NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at \_\_\_\_\_.  
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one)  YES  NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment.

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph C replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

\*\*\*\*\*

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

Customer:

The Detroit Edison Company

[City of Novi]

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

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

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

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

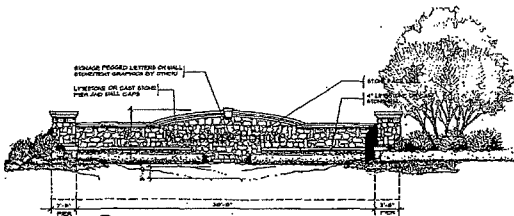
Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment 1 to Purchase Agreement**

**Map of Location**

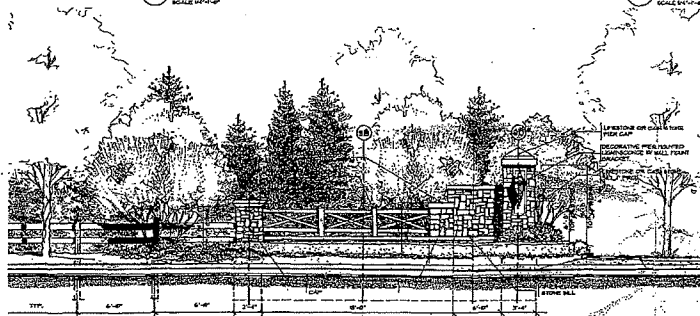
[To be attached]



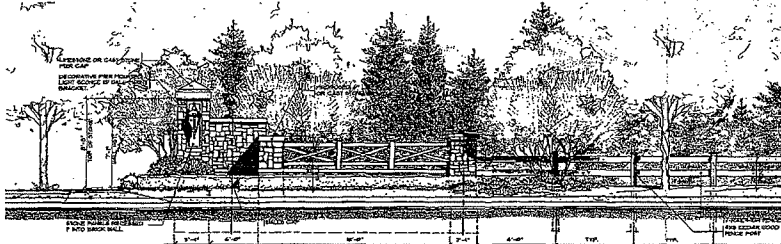
8A boulevard island signage monument elevation view  
SCALE 1/8" = 1'-0"



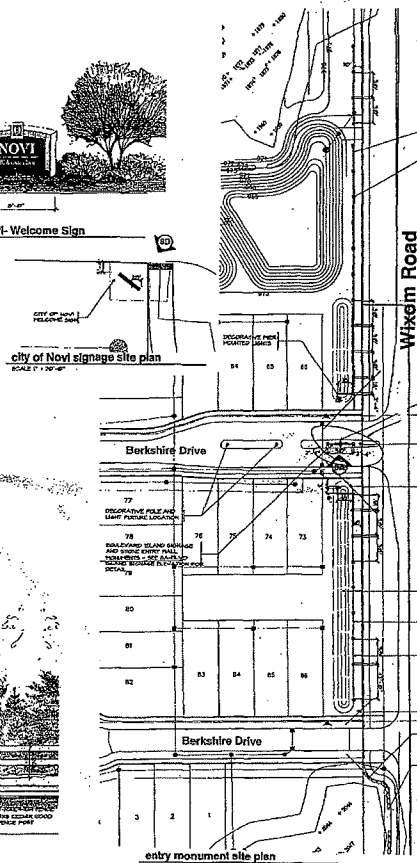
8D City of Novi- Welcome Sign  
SCALE 1/8" = 1'-0"



8B Wixom Road west entrance wall elevation view  
SCALE 1/8" = 1'-0"



8C Wixom Road east side entrance wall elevation view  
SCALE 1/8" = 1'-0"



**FPA**  
 FEDERAL PROFESSIONAL  
 SURVEYORS ASSOCIATION  
 1800 N. ZEEB ROAD, SUITE 100  
 ANN ARBOR, MICHIGAN 48106  
 TEL: 734.769.5500  
 FAX: 734.769.5505



Client:  
 IAC Novi, LLC  
 4111 Anderson Road,  
 Suite 100W  
 Bloomfield Hills, Michigan  
 48302  
 ph: (248) 826-6114

Project:  
 Berkshire  
 Pointe

Project Location:  
 City of Novi  
 Wixom Road, approx. 12-1400  
 Road

Project Title:  
 entry stone walls,  
 plans and signage  
 plan

DATE: 1-5-2014  
 1514/01/01  
 1514/01/01

Drawn by:  
 JF, CZ  
 Checked by:  
 JF  
 DATE:  
 1-5-2014

PROJECT NO.: 1514/01/01  
 SHEET NO.: 1514/01/01

1514/01/01  
 1514/01/01

1514/01/01

**STATE OF MICHIGAN**  
**COUNTY OF OAKLAND**  
**CITY OF NOVI**

**STREET LIGHTING AGREEMENT**  
**FOR NEW SUBDIVISIONS**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_, by and between the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375 (the "City"), and PULTE LAND CO, LLC, a Michigan limited liability company, ("Developer") whose address is 100 BLOOMFIELD HLS PKWY STE 140 and the Association created in accordance with the Master Deed for Berkshire Pointe Condominium ("Association").

**RECITATIONS:**

The Developer on behalf of the Association created in accordance with the Master Deed for Berkshire Pointe Condominium is the entity designated to administer the affairs of said subdivision at this time.

The Developer has requested the City to assist it in making a certain local public improvement consisting of the installation of four (4) street light or lights, as described and depicted on the attached Exhibit A hereto.

In accordance with the City's Amended Street Light Policy, dated September 24, 2012, the City will contract directly with DTE for the installation and operation of the type and number of poles and fixtures requested by the Association.

For all requests for installation of a single standard street light at a major road entrance, the City will contract with DTE for the installation of the requested street light. The City will pay the non-DTE share of the installation cost and the annual cost of operating the street light, in accordance with the City's policy.

For all requests other than installation of a single standard street light at a major road entrance, including a non-standard decorative street light, the City will contract with DTE for the installation of the requested street light or lights, The Developer/Association shall reimburse the City for the non-DTE share of the installation cost.

For all requests for street lights in addition to a single street light at a major road entrance, the Association shall reimburse the City on an annual basis for ongoing operating costs of the additional street lights.

The Developer on behalf of the Association created in accordance with the Master Deed for Berkshire Pointe Condominium is authorized to execute this Agreement which shall be binding on the Association.

The City has obtained from the Detroit Edison Company ("DTE") an estimate for the installation and annual operation of said streetlight, requiring a charge for installation of the street light(s) of \$10,319.00 and an operating cost for the first year in the amount of \$1,192.00 ("Annual Operating Cost").

The City has agreed to assist the Developer/Association in facilitating the installation and operation of said street light with DTE.

The parties desire to enter into this Agreement to provide for the payment to the City by the Developer/Association of the cost of installation for four (4) street lights in the amount of \$10,319.00, and an Annual Operating Cost, in the amount of \$596.00 for which the City will be billed by DTE directly, and the Developer/Association shall reimburse the City in accordance with the Street Light Policy.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. To the extent that DTE may require, the City shall contract with DTE for the installation and operation of the proposed decorative streetlight.

2. Upon execution of this Agreement, the Developer/Association shall pay their portion of the installation cost of \$10,319.00, or such other amount as DTE shall require for installation of the proposed street light or street lights. This amount shall be paid to the City.

3. Upon execution of this Agreement, or when requested by the City, the Association shall pay to the City the amount of \$596.00, representing the estimated Annual Operating Cost for the additional streetlights beyond the first streetlight allowed under the Street Light Policy for the first year, plus an administrative fee in the amount of 10%. If the Association fails to pay such costs within thirty (30) days of the Due Date, the City shall have a lien for the amount due and owing, plus 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 property taxes.

4. The parties acknowledge that the payments are based upon estimates of charges imposed by DTE for the lighting service provided, and that the charges imposed by DTE may increase due to unforeseen circumstances and due to the increase of energy costs over time. The Association hereby agrees to pay the Annual Operating Cost as it may be revised due to such increases. The Developer/Association agrees that the Annual Operating Cost shall be a debt to the City from the Association. The Annual Operating Cost shall increase a minimum of \$10.00 per year for each year of the existence of the Agreement.

5. The execution of this Agreement by the Developer constitutes affirmative representation of the members of the Board of the Association that he has been granted the power by the by-laws of the Association to act on behalf of the co-owners of the condominium to enter into this Agreement.

6. This Agreement contains the entire agreement between the parties, and to statement, promises, or inducement made by either party or agent of either party that is not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified or altered except in writing signed by both parties and endorsed hereon.

7. The term of this Agreement shall be for twenty (20) years, and shall automatically renew for additional five (5) years periods thereafter, until such time as either party shall notify the other in writing of its intent not to renew. Such notice of intent not to renew shall be given not less than one year prior to the expiration of the original and any renewal terms.

8. This Agreement shall be binding on all heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

[SIGNATURES BEGIN ON THE NEXT PAGE]



CITY OF NOVI, a Michigan municipal Corporation

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By: Robert J. Gatt  
Its: Mayor

---

By: Maryanne Cornelius  
Its: Clerk

PULTE LAND CO, LLC, a Michigan limited liability company, on behalf of the Association created in accordance with the Master Deed for Berkshire Pointe Condominium

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By:

Its: