



CITY of NOVI CITY COUNCIL

Agenda Item 1
September 14, 2015

SUBJECT: Approval of proposed amendment to the Development Site Plan (Exhibit B) previously approved in connection with the Novi Equities Limited Partnership v. City of Novi Consent Judgment, at the request of Novi Promenade Holdings, LLC, relating to property located at the intersection of Grand River Avenue and Wixom Road, to allow the applicant to relocate the existing detention pond and construct two acres of wetland mitigation for the Grand Promenade project (JSP14-15).

SUBMITTING DEPARTMENT: Community Development Department – Planning Division ^{Bamb}

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The City and the applicant recently agreed to an amendment to the Consent Judgment in the Novi Equities Limited Partnership v. City of Novi case, involving property located east of Wixom Road and south of Grand River Avenue. The amendment was to allow the relocation of the existing detention pond on the Novi Promenade site and construction of two acres of wetland mitigation for an off-site project (Grand Promenade JSP14-15). The proposed improvements are located to the east of the existing Target store and its associated parking on vacant land outside of the existing wetland and woodland conservation area on the Novi Promenade property.

The Amended Consent Judgment specifically approves the location of the improvement through that approval of a revised Exhibit B, the Development Site Plan. However, at the time it was entered with the Court, there was a possibility that the improvements might be altered somewhat. The following language was included in the Amended Consent Judgment to address that possibility:

Any proposed changes to attached revised Exhibit B shall require review and approval by City Council following a public hearing pursuant to which each property owner within the Novi Promenade Development receives advanced written notice personally delivered or deposited during normal business hours for delivery with the United States postal service or other public or private delivery service not less than 15 days before the date the request will be considered. Novi Promenade Holdings, LLC, or its successor, assign or transferee shall be responsible for the costs of the notice.

The Planning Commission approved the development plans for both the proposed retail center on the south side of Grand River, at Twelve Mile Road, and the wetland mitigation/stormwater pond relocation east of the Target Store at the October 22, 2014 meeting, subject to the City Council's approval of the amendment to the Consent Judgment. The City Council approved the Amendment to the Consent Judgment at the April 13, 2015 City Council meeting. Since that date, the applicant identified a number of practical and cost considerations associated with the wetland mitigation and stormwater pond reconstruction as approved by the City Council.

The applicant has now proposed an alternate location for the wetland mitigation which is still "off-site" from the Grand Promenade project site on Grand River, but within the overall Novi Promenade development (see attached plan). Rather than constructing the proposed mitigation area within the existing retention basin east of the Target store, and replace its function with a proposed storm water detention basin, the Plan now proposes construction of the mitigation area to the north and east of the area previously proposed. The current detention basin will be extended further to the west, and required landscaping will be relocated. The applicant proposes approximately 0.88 acres of open water/emergent wetland mitigation and an additional 1.12 acres of emergent wetland mitigation, outside of the existing conservation areas.

Engineering staff, Landscape staff, and the City's wetland consultant have completed the reviews of the revised plans, and all are recommending approval, subject to items to be addressed on the final plans.

RECOMMENDED ACTION: Approval of proposed amendment to the Development Site Plan (Exhibit B) previously approved in connection with the Novi Equities Limited Partnership v. City of Novi Consent Judgment at the request of Novi Promenade Holdings, LLC, relating to property located at the intersection of Grand River Avenue and Wixom Road, to allow the applicant to relocate the existing detention pond and construct two acres of wetland mitigation for the Grand Promenade project (JSP14-15).

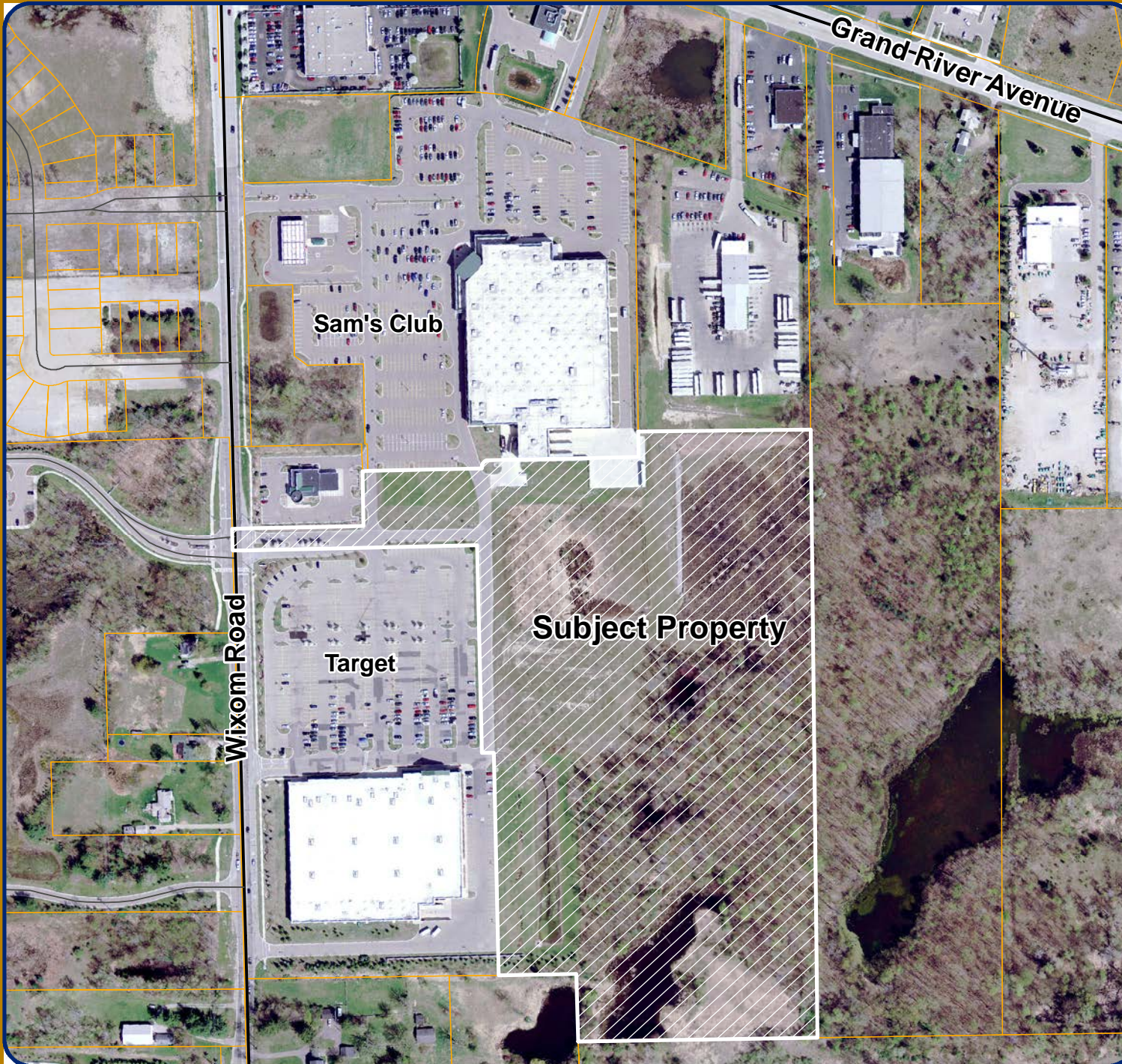
	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

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

MAPS
Location
Natural Features

Novi Promenade Detention Pond Relocation JSP14-30

Location



Map Legend

 Subject Property



City of Novi
Planning Division
Community Development Dept.
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

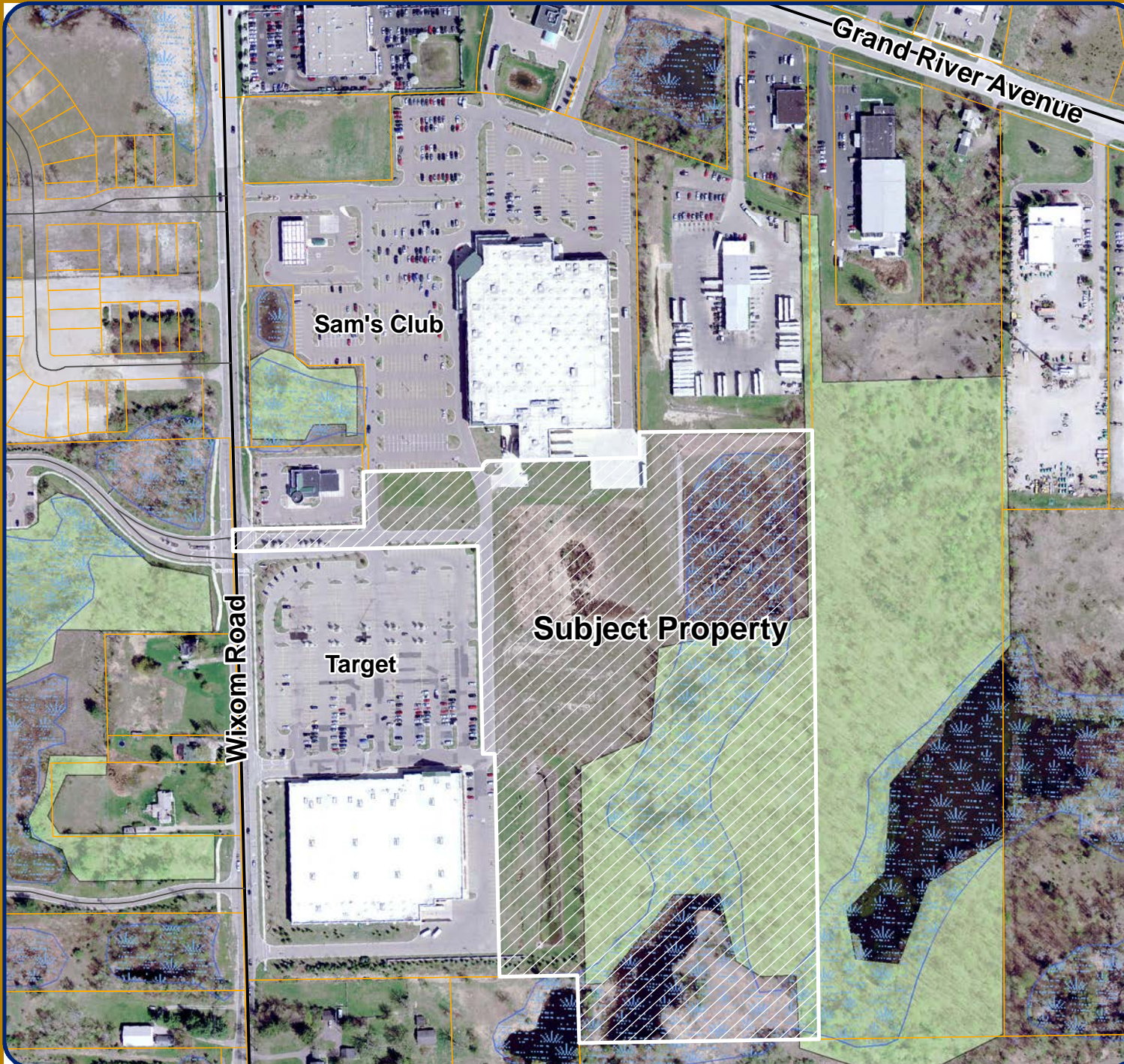
Map Author: Kristen Kapelanski
Date: 10-15-14
Project: Novi Promenade Basin Relocation JSP14-30
Version #: 1.0

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.

Novi Promenade Detention Pond Relocation JSP14-30

Natural Features



Map Legend

- Subject Property
- Wetlands
- Woodlands



City of Novi
Planning Division
Community Development Dept.
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Kristen Kapelanski
Date: 10-15-14
Project: Novi Promenade Basin Relocation JSP14-30
Version #: 1.0

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.

Proposed Exhibit B

(Full plan set available for viewing at the Community Development Department)

NOVI PROMENADE



Diffin-Umlor & ASSOCIATES
 Civil Engineering • Surveying • Landscaping • Construction Services

53115 GRAND RIVER
 NEW HUDSON, MI 48165
 (P) 248-437-7803
 (F) 866-690-4307

REVISIONS

CLIENT: George Pascalis
 Novi Promenade, LLC
 29144 Eastman Trail
 Novi, MI 48377

RENDERING

These documents are instruments of service in accordance with the contract documents. They are not to be used for any other purpose without the written consent of the provider. All information is based on the best available information. The provider is not responsible for any errors or omissions. The provider is not responsible for any actions taken based on these documents. The provider is not responsible for any actions taken based on these documents.

CITY OF NOVI
 OAKLAND COUNTY, MI

Date: 7-10-15
 Drawn by: JMS
 P.E. MATT DIFFIN
 SCALE: 1" = 100'

Doc No: 130356
 Sheet No: 1 OF 1

FINAL SITE PLAN NOVI PROMENADE

STORM WATER MANAGEMENT \ WETLAND MITIGATION PLANS
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN
SECTION 17, TOWN 1 NORTH, RANGE 8 EAST
NW 1/4 OF SECTION 17



SITE MAP
1" = 200'



ZONING MAP
NO SCALE

- NOTE:**
- (1) ALL WORK SHALL CONFORM TO THE CITY OF NOVI STANDARDS AND SPECIFICATIONS.
 - (2) A CITY OF NOVI GRADING PERMIT IS REQUIRED PRIOR TO ANY GRADING ON THE SITE. THIS PERMIT WILL BE ISSUED AT THE PRE-CONSTRUCTION MEETING. ONCE DETERMINED, A GRADING PERMIT FEE MUST BE PAID TO THE CITY TREASURER'S OFFICE.
 - (3) A SOIL EROSION CONTROL PERMIT MUST BE OBTAINED FROM THE CITY OF NOVI. CONTACT SARAH MARCHIONI IN THE BUILDING DEPARTMENT (248-347-0430) FOR FORMS AND INFORMATION.
 - (4) A PERMIT FOR WORK WITHIN THE RIGHT-OF-WAY OF GRAND RIVER AVENUE MUST BE OBTAINED FROM THE CITY OF NOVI & MDOT. THE CITY APPLICATION IS AVAILABLE FROM THE ENGINEERING DIVISION AND SHOULD BE FILED AT THE TIME OF FINAL SITE PLAN SUBMITTAL. PLEASE CONTACT THE ENGINEERING DIVISION AT (248-347-0454) FOR FURTHER INFORMATION.
 - (5) A PERMIT FOR WATER MAIN CONSTRUCTION MUST BE OBTAINED FROM THE MDOT. THIS PERMIT APPLICATION MUST BE SUBMITTED THROUGH THE CITY ENGINEER AFTER THE WATER MAIN PLANS HAVE BEEN APPROVED.

CONTACT INFORMATION

CITY OF NOVI
CLAY PEARSON
CITY MANAGER
PHONE: (248) 347-0420
45175 WEST 10 MILE ROAD
NOVI, MI 48375

CITY OF NOVI
PLANNING DIRECTOR
BARBARA McBETH
PHONE: (248) 347-0587
45175 WEST 10 MILE ROAD
NOVI, MI 48375

CITY OF NOVI
PLANNER
KRISTEN KAPELANSKI
PHONE: (248) 347-0475
45175 WEST 10 MILE ROAD
NOVI, MI 48375

CITY OF NOVI
MIKE EVANS
FIRE MARSHALL
PHONE: (248) 347-0456
45175 WEST 10 MILE ROAD
NOVI, MI 48375

CITY OF NOVI
LANDSCAPE ARCHITECT
DAVID BESCHKE, R.L.A.
PHONE: (248) 347-0475
45175 WEST 10 MILE ROAD
NOVI, MI 48375

CITY OF NOVI
CITY ENGINEER
ADAM M. WAYNE
PHONE: (248) 347-0454
45175 WEST 10 MILE ROAD
NOVI, MI 48375

NOT APPROVED-PERMIT LIST

APPROVED-PERMIT LIST

- CITY OF NOVI PRELIMINARY SITE PLAN
- CITY OF NOVI ZONING BOARD OF APPEALS (NOT REQUIRED)
- CITY OF NOVI FINAL SITE PLAN APPROVAL
- CITY OF NOVI RIGHT-OF-WAY PERMIT (NOT REQUIRED)
- MDOT NOVI RIGHT-OF-WAY PERMIT (NOT REQUIRED)
- CITY OF NOVI SOIL EROSION PERMIT
- DEQ NPDES NOTICE OF COVERAGE (NOT REQUIRED)
- DEQ PART 41 WASTEWATER PERMIT (NOT REQUIRED)
- DEQ ACT 399 WATER SYSTEM PERMIT (NOT REQUIRED)
- CITY OF NOVI WETLAND PERMIT (NOT REQUIRED)
- CITY OF NOVI WOODLAND PERMIT (NOT REQUIRED)

ENGINEER/SURVEYOR
DJ Diffin-Umlor & ASSOCIATES
Civil Engineering • Surveying • Landscaping • Construction Services

Matthew A Diffin, P.E.
Principal

53115 Grand River Avenue
New Hudson, MI 48116
Phone: (248) 342-6244
Fax: (866) 690-4307
E-mail: matt@diffin-umlor.com
Web: www.diffin-umlor.com

Michigan, Ohio, & Florida

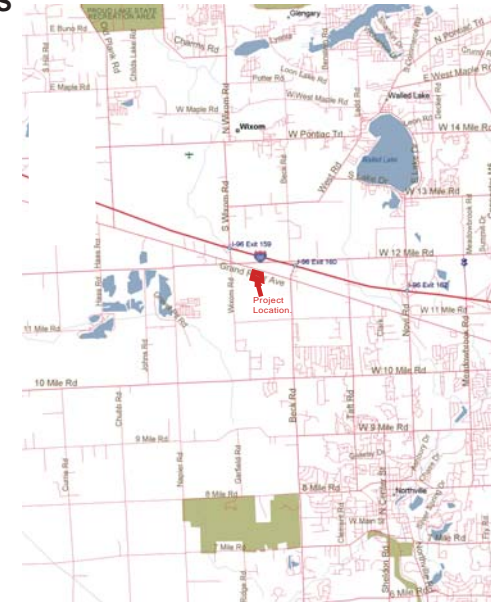
DEVELOPER/OWNER
George Pascaris
Novi Promenade Holdings, LLC
29144 Eastman Trail
Novi, MI 48377

ENVIRONMENTAL CONSULTANT



King & MacGregor
Environmental Inc.

Jeff King
40595 Koppernick Road
Canton, Michigan 48187
Phone: (734) 354-0594
Fax: (734) 354-0593



PROJECT LOCATION
1" = 1 MILE

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	TOPOGRAPHIC SURVEY
3	REMOVAL PLAN
4	STORM WATER MANAGEMENT PLAN
5	LANDSCAPE PLAN
6	IRRIGATION PLAN
WETLAND CONSULTANT PLANS	
1	WETLAND MITIGATION PLAN
CITY OF NOVI DETAILS	
1	LANDSCAPE DETAILS
2	STORM SEWER DETAILS NO. 1
3	STORM SEWER DETAILS NO. 2

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR HIS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXISTENCE OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



53115 GRAND RIVER
NEW HUDSON, MI 48116

(P) 248-437-7803
(F) 866-690-4307

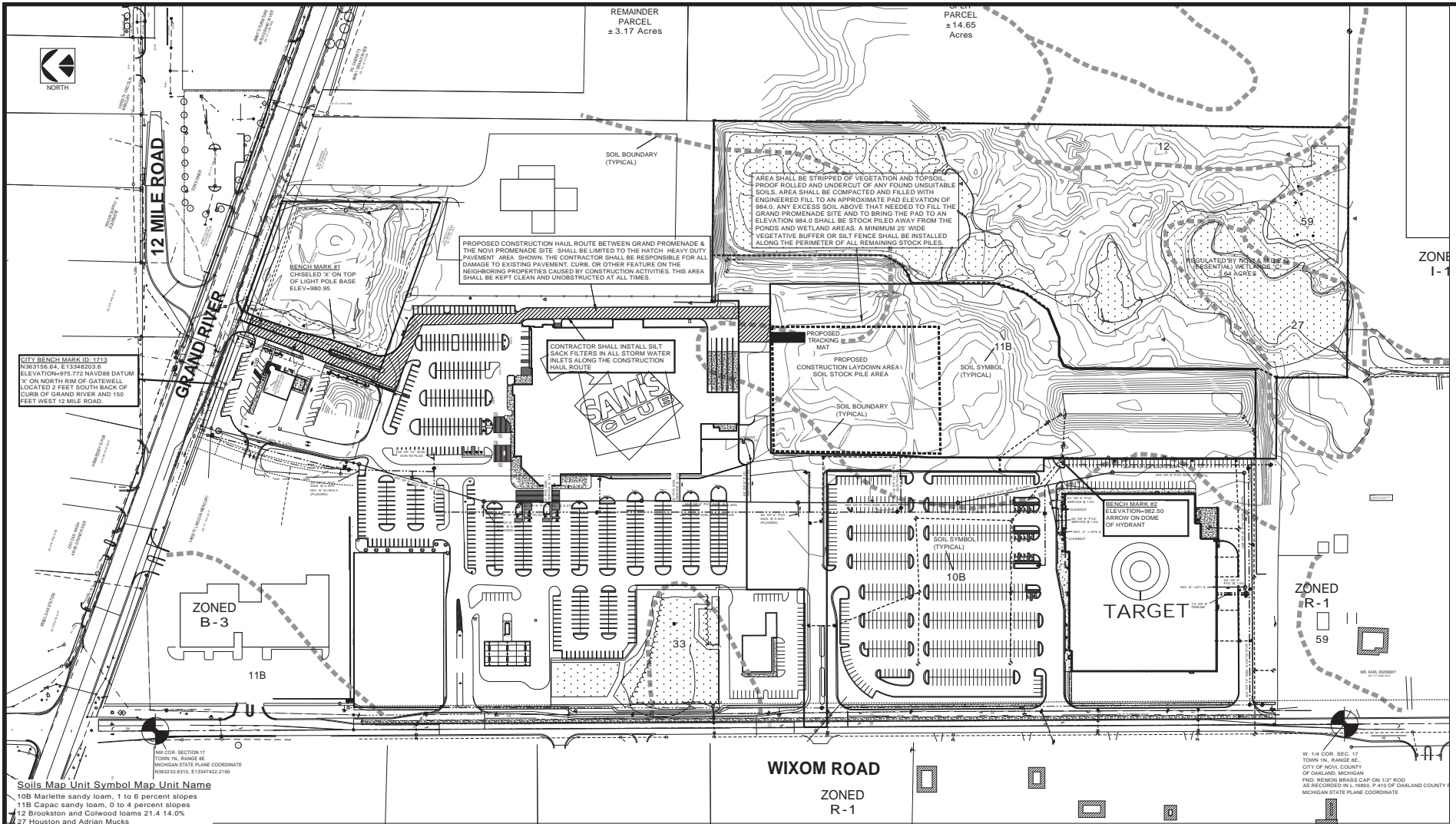
REVISIONS

CLIENT
George Pascaris
Novi Promenade Holdings, LLC
29144 Eastman Trail
Novi, MI 48377

COVER SHEET

CITY OF NOVI
OAKLAND COUNTY, MI

Date: 7-10-15
Drawn by: MAF
P.E.: MATT DIFFIN
SCALE: AS SHOWN
JOB No.: 130306
Sheet No.:
1 OF 6



CITY BENCH MARK ID: 1713
 N56°16'54.4" E 1334'203.6"
 ELEVATION=975.772 NAVD83 DATUM
 ON NORTH RIM OF GATEWAY
 LOCATED 2 FEET SOUTH BACK OF
 CURB OF GRAND RIVER AND 150
 FEET WEST 12 MILE ROAD.

NOVI COR. SECTION 17
 TOWN IN. RANGE 8E
 MICHIGAN STATE PLANE COORDINATE
 N963233.610, E13347422.2190

Soils Map Unit Symbol Map Unit Name

10B	Marlette sandy loam, 1 to 6 percent slopes
11B	Capac sandy loam, 0 to 4 percent slopes
12	Brookston and Colwood loams 21.4-14.0%
27	Houston and Adrian Mucks
33	Lenawee Silty Clay Loam
59	Urban Land

PARCEL DESCRIPTION

That part of the Northwest 1/4 of Section 17, T1N, R8E, City of Novi, Oakland County, Michigan, described as: Commencing at the Northwest corner of said Section 17; thence South 00 degrees 19 minutes 49 seconds East 1440.12 feet along the West line of said section to the Point of Beginning; thence South 90 degrees 00 minutes 00 seconds East 305.38 feet; thence North 00 degrees 00 minutes 00 seconds West 127.09 feet; thence South 90 degrees 00 minutes 00 seconds East 277.34 feet; thence Northeasterly 26.57 feet along a 15.05 feet radius curve concave to the right whose chord bears North 39 degrees 16 minutes 37 seconds East 23.25 feet; thence South 90 degrees 00 minutes 00 seconds East 348.90 feet; thence North 00 degrees 00 minutes 00 seconds East 60.61 feet; thence South 89 degrees 23 minutes 02 seconds East 399.93 feet; thence South 00 degrees 36 minutes 58 seconds West 1409.83 feet to the East-West 1/4 line of said Section; thence North 89 degrees 34 minutes 38 seconds West 554.26 feet along the East-West 1/4 of said section; thence North 00 degrees 19 minutes 49 seconds West 156.00 feet; thence North 89 degrees 24 minutes 38 seconds West 180.07 feet; thence North 00 degrees 00 minutes 04 seconds West 815.53 feet; thence South 90 degrees 00 minutes 00 seconds West 27.76 feet; thence North 00 degrees 00 minutes 07 seconds West 481.77 feet; thence North 90 degrees 00 minutes 00 seconds West 567.85 feet; thence North 00 degrees 19 minutes 49 seconds West 50.54 feet to the Point of Beginning. Containing 24.77 acres more or less subject to rights-of-way, agreements, restrictions, leases, reservations, and easements of record, if any.

REMAINDER
 PARCEL
 ± 3.17 Acres

PARCEL
 ± 14.65
 Acres

ZONE
 I-1

ZONED
 R-1

WIXOM ROAD

ZONED
 R-1

W. 1/4 COR. SEC. 17
 TOWN IN. RANGE 8E
 CITY OF NOVI, COUNTY
 OF OAKLAND, MICHIGAN
 PND, REIMON BRASS CAP ON 1/2" ROD
 AS RECORDED P.L. 1860, P. 410 OF OAKLAND COUNTY
 MICHIGAN STATE PLANE COORDINATE

Diffin-Umlor
 & ASSOCIATES
 Civil Engineering • Surveying • Landscaping • Construction Services

53115 GRAND RIVER
 NEW HUDSON, MI
 48165

(P): 248-437-7803
 (F): 866-690-4307

REVISIONS

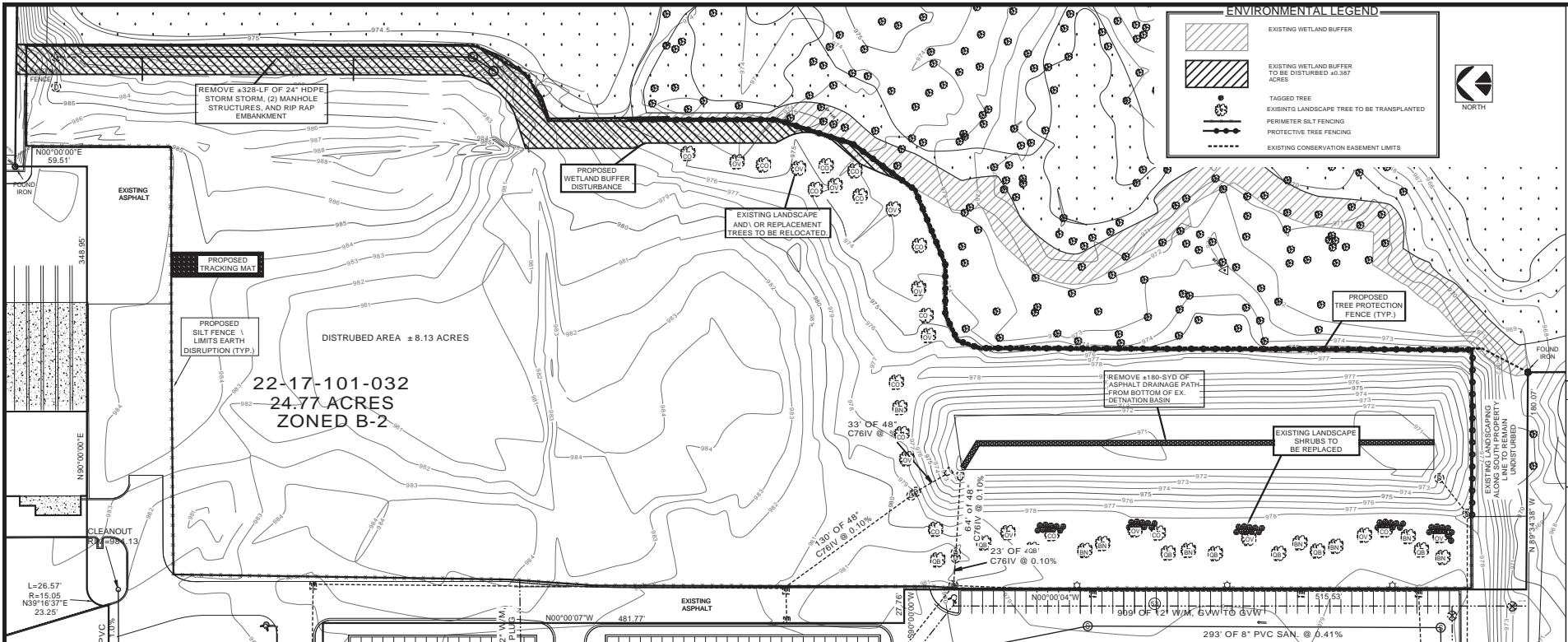
CLIENT: George Piscatori
 Novi Promenade Holdings, LLC
 12000 Grand River Ave.
 Sterling Heights, MI 48312

TOPOGRAPHIC SURVEY

These drawings are instruments of service in Michigan. They shall be used only for the project and site specifically identified on the drawings. They shall not be used for any other project, site, or purpose without the written consent of the engineer. The engineer shall not be responsible for any errors or omissions in the drawings or for any consequences arising from the use of the drawings. The engineer shall not be responsible for any damage to property or persons caused by the use of the drawings. The engineer shall not be responsible for any delay or interruption of work caused by the use of the drawings. The engineer shall not be responsible for any cost or expense incurred by the client in connection with the use of the drawings. The engineer shall not be responsible for any liability or damages caused by the use of the drawings. The engineer shall not be responsible for any other matter not specifically mentioned in these terms and conditions.

CITY OF NOVI
 OAKLAND COUNTY, MI

Date: 7-10-15
 Drawn By: MS
 P.E.: MATT DIFFIN
 SCALE: 1 inch = 100 ft.
 Job No.: 130308
 Sheet No.: 2 OF 6



NOTES:
 IF Dewatering is encountered during construction a dewatering plan must be submitted to the engineering division for review and approval.
 IT IS THE DEVELOPER'S RESPONSIBILITY TO GRADE AND STABILIZE DISTURBANCES DUE TO THE INSTALLATION OF PUBLIC UTILITIES.
 CATCH BASIN INLET FILTERS SHALL BE INSTALLED ON EXISTING ROADWAYS ALONG CONSTRUCTION ROUTE FOR A REASONABLE DISTANCE FROM SITE.
 STREET SWEEPING AND DUST CONTROL ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE DONE AS NEEDED OR DIRECTED BY THE ENGINEER AND/OR CITY STAFF.
 VEGETATION SHALL BE ESTABLISHED WITHIN 5 DAYS OF FINAL GRADE OR WHENEVER DISTURBED AREAS WILL REMAIN UNCHANGED FOR 30 DAYS OR GREATER. 3/4" OF TOPSOIL WILL BE USED THROUGH VEGETATION IS REQUIRED.
 DIVERSION BERMS OR TERRACING SHALL BE IMPLEMENTED WHERE NECESSARY OR DIRECTED BY THE ENGINEER AND/OR CITY STAFF.

SEQUENCE OF CONSTRUCTION FOR SOIL EROSION:

- ATTEND AN PRE-CONSTRUCTION MEETING AT CITY OF NOVI OFFICE ALONG WITH THE APPROPRIATE CITY OF NOVI STAFF.
- INSTALL ALL SOIL EROSION AS PER APPROVED PLANS.
- CONTACT THE CITY OF NOVI FOR ITEMS LISTED IN "B" TO HAVE THE ITEMS LISTED IN "B" INSPECTED FOR APPROVAL.
- INSTALL TRACKING MATS, STRIP AND STOCKPILE DISPOSAL IN A LOCATION APPROVED BY THE ENGINEER. PLACEMENT OF CONTROL MEASURES MUST BE INSTALLED ON AND AROUND THE STOCKPILE.
- PERSONAL ALL SAW-CUTS AND REMOVALS, MASS BALANCE PARKING AREA.
- INSTALL UTILITIES (WATER MAIN, STORM SEWER, SANITARY SEWER COMPLETE). INSTALL SILT SACKS IMMEDIATELY AFTER STORM SEWER INSTALLATION.
- INSPECT AND MAINTAIN UTILITIES AS CONNECTED TO PREVENT CLOGGING AND UNNECESSARY FLOODING. MAINTAIN SILT FENCE.
- GRADE PARKING LOT, BERMS AND INSTALL TERRACING COMPLETE.
- STABILIZE TEMPORARY OR PERMANENTLY ALL DISTURBED AREAS WITHIN FIVE (5) DAYS OF FINAL GRADE.
- INSPECT AND MAINTAIN ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION OF THE PROJECT. REMOVAL OF CONTROL MEASURES MAY ONLY TAKE PLACE ONE ENTIRE SITE IS FULLY STABILIZED.

CONTRACTOR SHALL OBTAIN SOIL EROSION PERMIT PRIOR TO ANY CONSTRUCTION.

ALL GRADING, EROSION AND SEDIMENT CONTROL AND RELATED WORK UNDERTAKEN ON THIS SITE SHALL BE IN ACCORDANCE WITH LOCAL JURISDICTION.

CONTRACTOR SHALL MAINTAIN ALL SOIL EROSION CONTROL MEASURES. THE SOIL EROSION CONTROLS SHALL BE MAINTAINED WEEKLY AND AFTER EVERY STORM EVENT. SURROUNDING PAVED AREAS SHALL BE POWER BROOMED AS NECESSARY TO REMOVE MUD TRACKING FROM THE SITE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MATCHING EXISTING FACILITIES TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS, OR HAZARDOUS CONDITIONS.

GRADING AT THE BOUNDARIES SHALL BE DONE SO AS NOT TO OBSTRUCT THE RUNOFF OF STORM WATER FROM ADJACENT PROPERTIES.

SOIL AND HYDROSEEDING SHALL BE DONE IN ACCORDANCE WITH THE LANDSCAPING PLAN. ALL OTHER DISTURBED AREAS SHALL BE TOPSOILED, HYDROSEEDING, FERTILIZED AND MULCHED.

PERMANENT VEGETATION TO BE SEEDED ON ALL EXPOSED AREAS WITHIN TEN (10) DAYS AFTER FINAL GRADING. MULCH TO BE USED AS NECESSARY FOR PROTECTION UNTIL SEEDING IS ESTABLISHED.

IMMEDIATELY FOLLOWING INITIAL DISTURBANCE OR ROUGH GRADING, ALL CRITICAL AREAS SUBJECT TO EROSION (I.E. STEEP SLOPES) WILL RECEIVE APPROPRIATE VEGETATIVE COVER AS STATED IN THE CONSTRUCTION SEQUENCE.

DURING CONSTRUCTION, ANY ADDITIONAL CONTROL MEASURES AS DEEMED NECESSARY TO PREVENT EROSION OR CONTROL SEDIMENTATION SHALL BE INSTALLED OR EMPLOYED AT THE DISCRETION OF THE ENGINEER.

SLOPES STEEPER THAN 1V:1H (45%) SHALL BE STABILIZED WITH EROSION CONTROL BANNET.

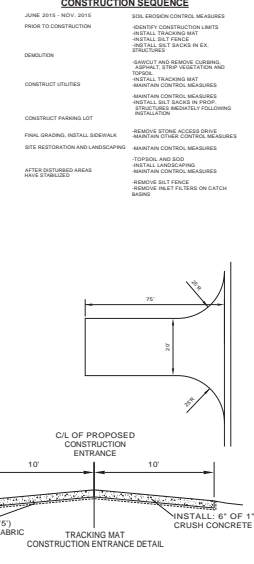
A RING OF SILT FENCE WILL BE INSTALLED SURROUNDING ANY CONSTRUCTION ENTRANCE.

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

- VIOLATIONS/CITATIONS**
- Routine inspections will be performed on your project by the City of Novi or its agent once a week.
 - Upon completion of inspection, the site is found not in compliance with the City of Novi's Soil Erosion and Sedimentation Control Ordinance, then the Permit Holder/Signer will be issued, by hand, mail or fax, a "Notice of Erosion Control Deficiency" letter, that will include all current and pertinent non-compliance items. The site and/or development will have a pre-determined amount of time, from the date of the "notice" to rectify these items.
 - If all of the items have not been addressed after the elapsed time specified, the Permit Holder/Signer will receive a "Non-Compliance" letter, which will include a "Notice to Show Cause."
 - Upon receipt of the "Non-Compliance" letter and "Notice to Show Cause," the Permit Holder/Signer will attend a Show Cause Hearing as well as pay a re-inspection fee in the amount of \$550.00 to the City of Novi for additional inspections, hearings and report follow-up. The before mentioned activities must take place within 24 hours upon receipt of the letter. After the hearing, the project/development may be issued a "stop work" order.
 - If a citation is issued to the Permit Holder/Signer after the Show Cause Hearing, an additional \$400.00 will be paid to the City of Novi, for follow-up inspections, meetings and other expenses incurred. SILT FENCE.

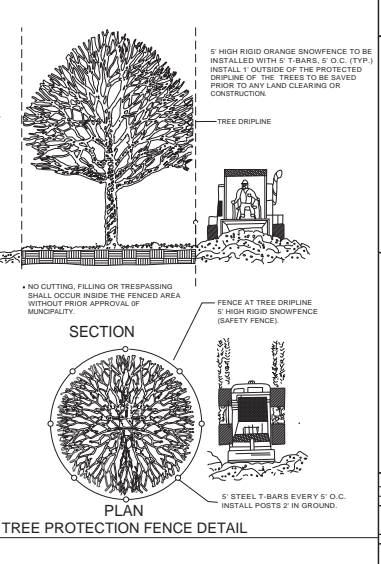
EXISTING TREE TRANSPLANT SCHEDULE

CD	13	Callie Occidentalis	Hackberry
OV	12	Osage Virginiana	American Hophornbeam
BN	8	Betula Nigra	River Birch
SB	3	Quercus Bicolor	Sweetgum White Oak



NOTE:
 ALL WORK SHALL CONFORM TO THE CURRENT CITY OF NOVI STANDARDS & SPECIFICATIONS.

NOTE:
 INSTALLATION OF SILT FENCING OR TREE PROTECTION FENCING SHALL NOT OCCUR PRIOR TO THE INITIAL CITY PRE-CONSTRUCTION MEETING. WHEN NATURAL FEATURES EXIST ON THE SITE, INSPECTION OF STAKING MAY BE REQUIRED PRIOR TO INSTALLATION OF THE FENCING.



REMOVAL PLAN

Client: **Novi Homebased Holdings, LLC**
 15000 Novi Road, Suite 100
 Novi, MI 48240

Project: **22-17-101-032 24.77 ACRES ZONED B-2**

Scale: **1 inch = 40 feet**

Date: **7-10-15**

Drawn by: **MD**

P.E.: **MATT DIFFIN**

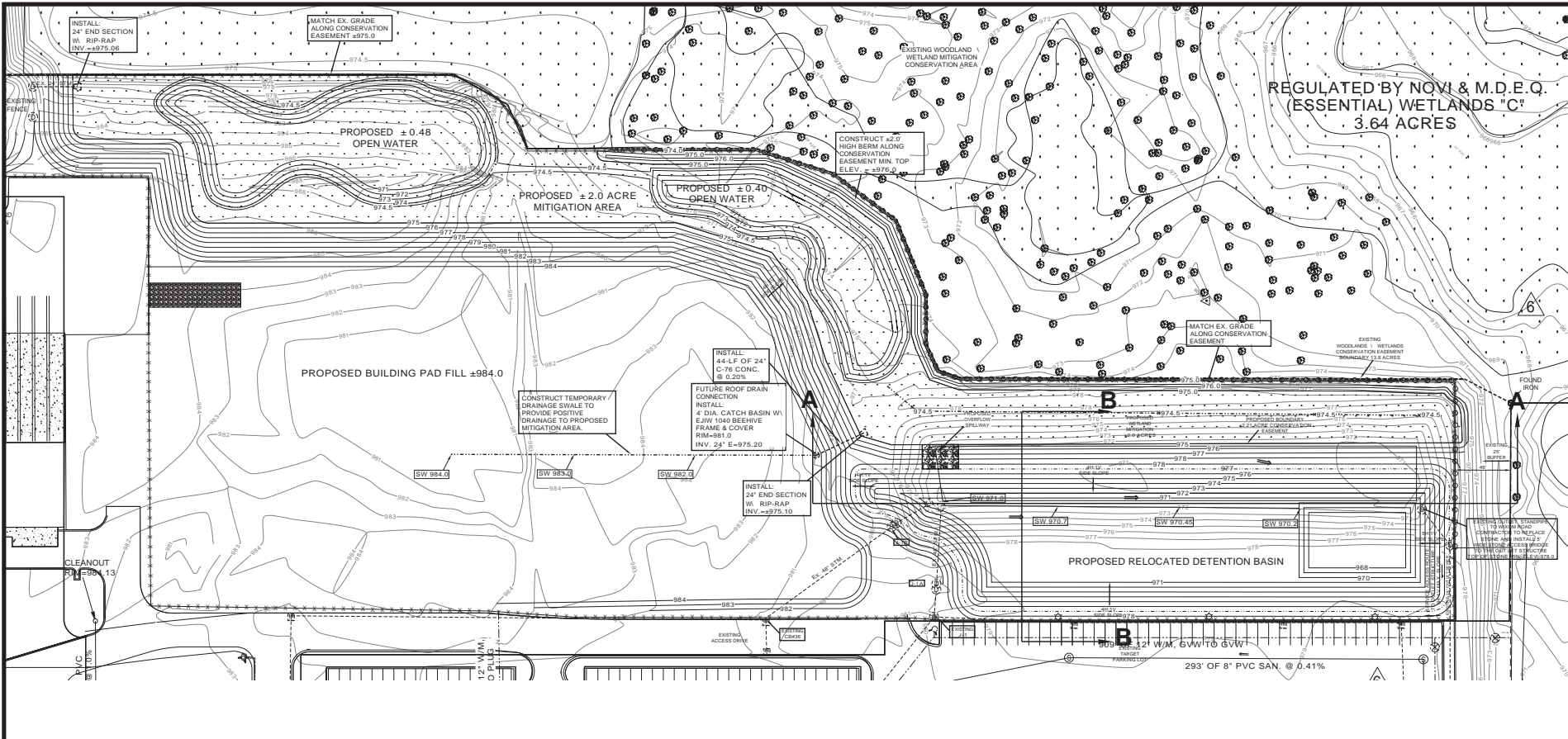
Job No.: **130038**

Sheet No.: **3 OF 6**

Difflin-Umlor & Associates
 Civil Engineering • Surveying • Landscaping • Construction Services

53115 GRAND RIVER
 NEW HUDSON, MI
 48165

(P): 248-437-7803
 (F): 866-690-4307



REGULATED BY NOVI & M.D.E.C.
 (ESSENTIAL) WETLANDS "C"
 3.64 ACRES



53115 GRAND RIVER
 NEW HUDSON, MI 48165

(P): 248-437-7803
 (F): 866-690-4307

REVISIONS

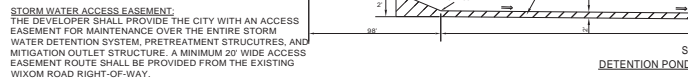
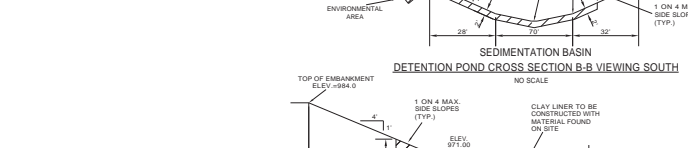
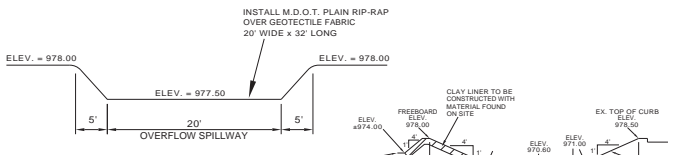
CLIENT:
 Novati Georgia Pipers
 20144 Eastman Dr. LLC
 Sterling Heights, MI 48312

DETENTION POND / WETLAND
 MITIGATION GRADING PLAN

These documents are instruments of service. In reliance on the representations of service, the City shall not be held liable for any errors or omissions in these documents. The City shall not be held liable for any errors or omissions in these documents. The City shall not be held liable for any errors or omissions in these documents.

CITY OF NOVI
 OKLAHOMA COUNTY, MI

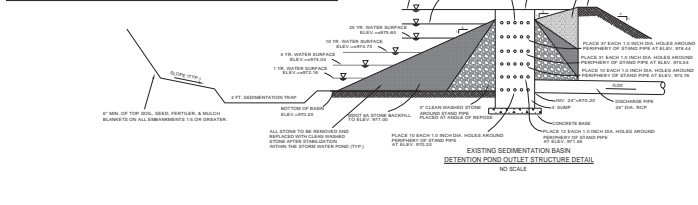
Date: 7-10-15
 Drawn By: MD
 P.E.: MATT DEFFIN
 SCALE: 1 inch = 40 ft.
 Job No.: 130308
 Sheet No.: 4 OF 6

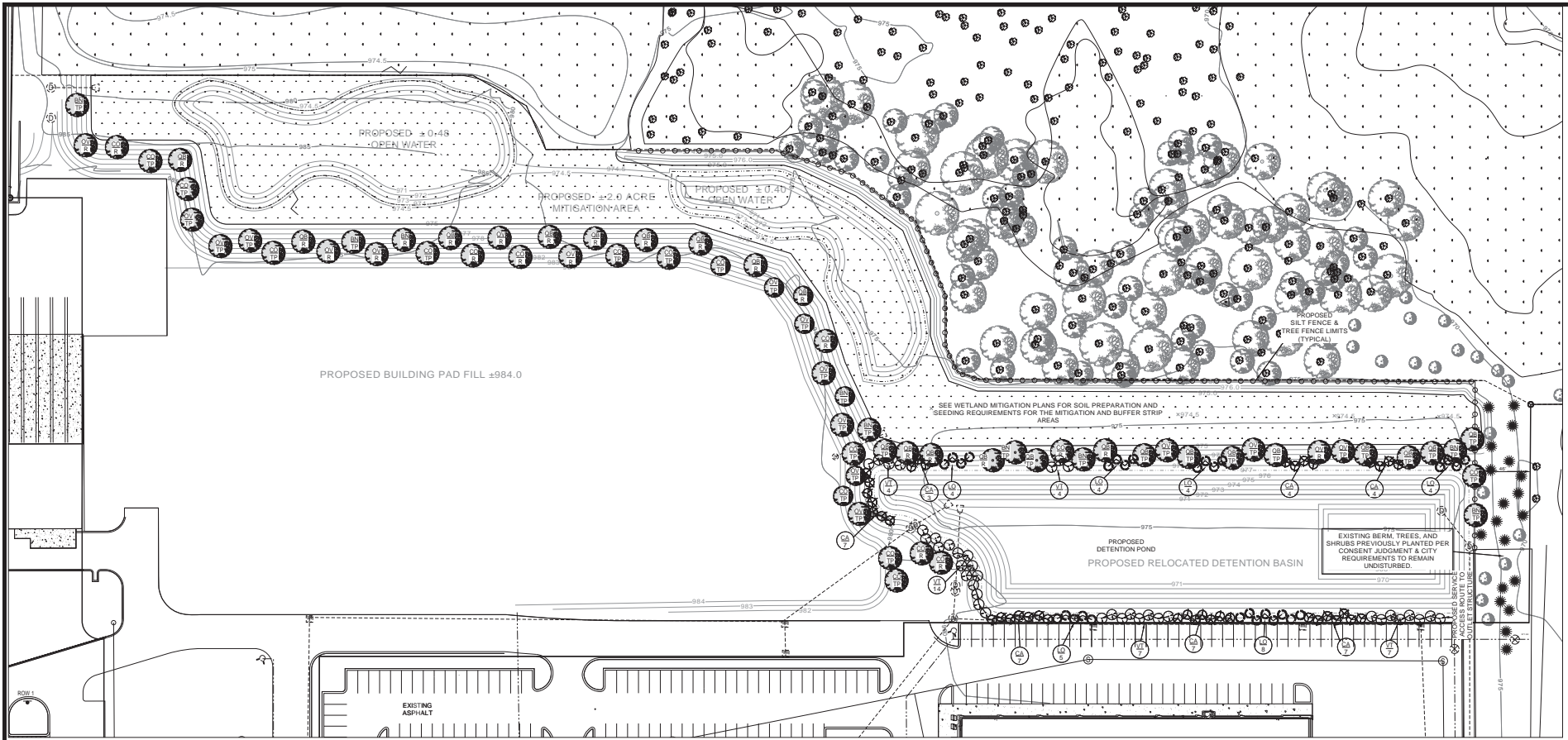


STORM WATER ACCESS EASEMENT.
 THE DEVELOPER SHALL PROVIDE THE CITY WITH AN ACCESS EASEMENT FOR MAINTENANCE OVER THE ENTIRE STORM WATER DETENTION SYSTEM, PRETREATMENT STRUCTURES, AND MITIGATION OUTLET STRUCTURE. A MINIMUM 20' WIDE ACCESS EASEMENT ROUTE SHALL BE PROVIDED FROM THE EXISTING WIXOM ROAD RIGHT-OF-WAY.

EXISTING DETENTION DESIGN VOLUME CALCULATIONS
 TAKEN FROM BARTOW AND KING ENGINEERS 2002
 APPROVED PLANS

ELEVATION (FT.)	DEPTH (FT.)	CONTOUR AREA (SFT.)	AVERAGE AREA (SFT.)	VOLUME (CFT.)
970.20	0	5,925	0	0
971.0	0.8	25,803	12,691	12,691
972.00	1.8	29,646	27,725	40,416
973.00	2.8	33,750	31,658	72,114
974.00	3.8	38,002	35,876	107,990
975.00	4.8	42,373	40,188	148,178
976.00	5.8	46,849	44,611	192,789
977.00	6.8	51,423	49,136	241,925
978.00	7.8	56,098	53,761	295,689
TOTAL STORAGE				236,689
REQUIRED 100 YR. VOLUME PER OAKLAND COUNTY METHOD WITH 7.32 CFS OUTLET = 232,045-CFT				232,045
241,925-CFT EXCEEDS THE REQUIRED VOLUME				





REVISIONS

CLIENT: George Piccinini
 Novi Promenade Holdings, LLC
 25000 Novi Road
 Sterling Heights, MI 48312

LANDSCAPE PLAN

Please acknowledge any differences in drawings or materials in the field. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals.

WOODLAND REPLACEMENT TREES FOR GRAND PROMENADE PROJECT

EXISTING TREES TO BE TRANSLANTED (SEE REMOVAL PLAN SHT 2)

TP	R	KEY	QUAN	SIZE	BOTANICAL NAME	COMMON NAME	UNIT PRICE	TOTAL PRICE
13	7	CO	20	2.5"	Celtis occidentalis	Hackberry	\$400.00	\$8000.00
12	8	OV	18	2.5"	Ostrya virginiana	American Hophornbeam	\$400.00	\$7200.00
8	1	SN	9	2.5"	Betula nigra	River Birch	\$400.00	\$3600.00
9	13	QB	22	2.5"	Quercus bicolor	Swamp White Oak	\$400.00	\$8800.00
		LO	29	24" HT.	Sambucus racemosa	Elderberry	\$50.00	\$1450.00
		CA	39	24" HT.	Cornus sericea	Dogwood	\$50.00	\$1950.00
		VT	36	24" HT.	Viburnum l. compactum	Compact American Cranberrybush	\$50.00	\$1800.00
			71	CYD	Shredded Hardwood Mulch (natural color)		\$35.00	\$2485.00
			580	LF	Black Diamond Edging		\$1.25	\$725.00
			4,333	SYD	Mulch Blanket and Seed Slopes		\$3.00	\$12999.00
					Lump Sump	Sprinkler System		\$8,000.00
							ESTIMATED TOTAL	\$57,009.00

LEGEND

TP (42) TRANSLANT TREES

R (27) REPLACEMENT TREES

MULCH

WATERMAIN

STORM SEWER

SANITARY

SILT FENCE

TREE FENCE

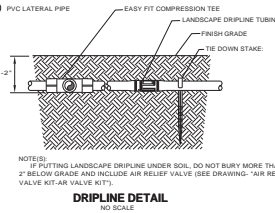
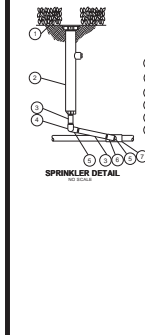
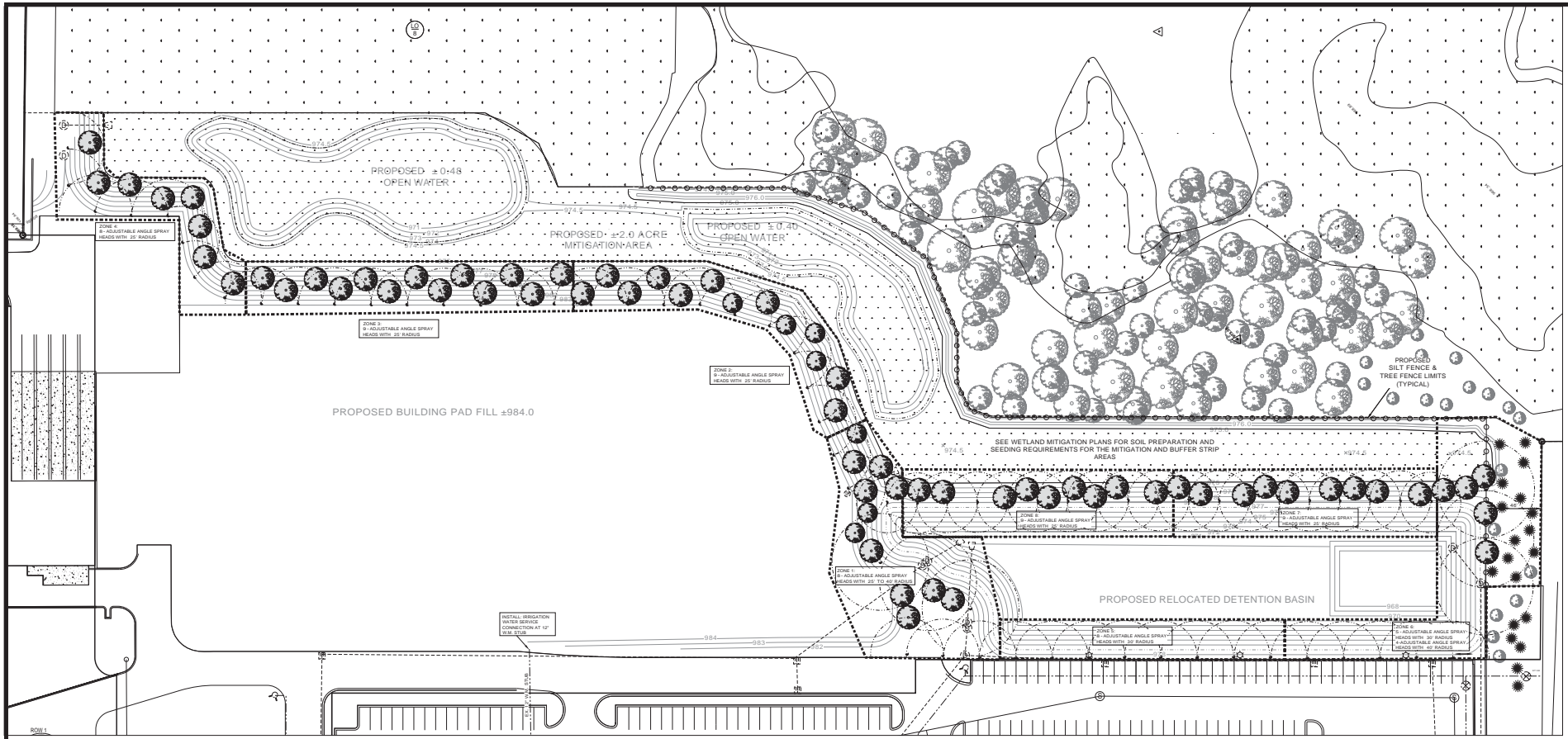


NOTE: IF EXISTING TREES CAN NOT BE TRANSLANTED THEY WILL BE REPLACED WITH SAME OR SIMILAR SIZE.

WOODLAND REPLACEMENT TREE CALCULATIONS:
 17 REGULATED WOODLAND TREES ARE PROPOSED TO BE REMOVED FROM THE ADJACENT GRAND PROMENADE PROJECT SITE. 27 WOODLAND REPLACEMENT TREES ARE REQUIRED PURSUANT TO THE GRAND PROMENADE PROJECT TREE SURVEY \ REVIEW PLAN SHOWN ON SHEET 2 OF 10. CITY OF NOVI PLAN REVIEW NUMBER JSP14-15

PH 231.932.1925
 FAX 231.933.8773
 acsilverman@charter.net
 www.anitasilverman.com
 330 W. 7th Street
 Traverse City, MI 49684





IRRIGATION NOTES

THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, SERVICES, EQUIPMENT AND APPLIANCES REQUIRED TO PROVIDE AN IN-GROUND AUTOMATIC IRRIGATION SYSTEM AND RELATED ITEMS NEEDED TO DELIVER OPTIMAL LEVELS OF WATER TO ALL PLANTING AREAS AS SHOWN ON THE DRAWINGS. THE IRRIGATION SYSTEM AS INDICATED ON THE DRAWINGS OR SPECIFIED HEREIN, SHALL INCLUDE, BUT IS NOT LIMITED TO: IRRIGATION COMPLETELY INSTALLED; ALL NECESSARY PIPING, VALVES, PIPE SLEEVES, SPRINKLER HEADS, METER PIT, VALVE BODIES, CONTROLLER, WIRE AND WATERPROOF CONNECTIONS, RAIN SWITCH, BACKFLOW PREVENTER, WATER METER AND OTHER APPURTENANCES, AND CONNECTIONS TO WATER AND ELECTRICAL SERVICE SYSTEMS.

THE DRAWINGS AND SPECIFICATION MAY NOT SHOW ALL THE DETAILS OF CONSTRUCTION BUT THE CONTRACTOR SHALL BE REQUIRED TO FURNISH AND INSTALL ALL MATERIALS NECESSARY TO COMPLETE THE IRRIGATION SYSTEM IN ACCORDANCE WITH APPLICABLE CODES, THE BEST PRACTICES AND TO THE FULL INTENT OF THE DRAWINGS AND SPECIFICATIONS.

PRIOR TO CONSTRUCTION THE IRRIGATION CONTRACTOR SHALL VISIT THE SITE AND EVALUATE THE AVAILABLE WATER PRESSURE AND PIPE SIZE SERVING THE IRRIGATION SYSTEM. THE CONTRACTOR SHALL MODIFY, OR IF A DETAILED DESIGN DOES NOT EXIST, PREPARE THE IRRIGATION DESIGN BASED ON SITE CONDITIONS. THE IRRIGATION SYSTEM SHALL BE DESIGNED WITH INDEPENDENT ZONES FOR LAINES AND PLANT BEDS AND PROVIDE A MINIMUM OF TWO QUICK COUPLING VALVES. PRIOR TO INSTALLATION THE CONTRACTOR SHALL SUBMIT THE IRRIGATION DESIGN FOR APPROVAL BY THE OWNER.

THE IRRIGATION SYSTEM SHALL BE GUARANTEED FOR A YEAR BEGINNING AT THE TIME OF ACCEPTANCE OF THE PROJECT BY THE OWNER. AT THE TIME OF ACCEPTANCE, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH MAINTENANCE INSTRUCTIONS FOR THE IRRIGATION SYSTEM. DURING THE ONE YEAR GUARANTEE PERIOD THE CONTRACTOR SHALL PROVIDE, AT NO ADDITIONAL COST, MAINTENANCE INCLUDING FALL BLOW OUT AND SPRING ACTIVATION.

LEGEND

SPRINKLER HEAD	
RW RIGHT-OF-WAY TREES	
ST STREET TREES	
PL PARKING LOT TREES	
PT PERIMETER TREES	
MULCH	
WATERMAIN	
STORM SEWER	
SANITARY	

MINIMUM REQUIRED IRRIGATION EQUIPMENT AND MATERIALS

WATER SERVICE CONNECTION
 IRRIGATION METER & METER PIT
 BACK-FLOW PREVENTER/CHECK VALVE
 RAIN GAUGE
 AUTOMATIC CONTROLLER WITH AT LEAST TWO EMPTY STATIONS.
 12V BATTERY BANK AND INVERTER (SIZED FOR 3 MONTH OPERATION)
 AUTOMATIC ELECTRIC VALVES
 AT LEAST TWO QUICK COUPLING VALVES
 CLASS 200 PVC MAIN AND LATERAL LINES
 SCH. 40 SLEEVES

CONTRACTOR TO INSTALL IRRIGATION METER AND BACK-FLOW PREVENTER NEAR EXISTING WATERMAIN COORDINATE CONNECTION TO CITY WATER SYSTEM WITH THE CITY OF NOVI & THE OWNER



53115 GRAND RIVER
 NEW HUDSON, MI 48165
 (P): 248-437-7803
 (F): 866-690-4307

REVISIONS

CLIENT: **Geosop Plastics**
 Novi Homebased Holdings, LLC
 10000 W. 14th Street
 Sterling Heights, MI 48312

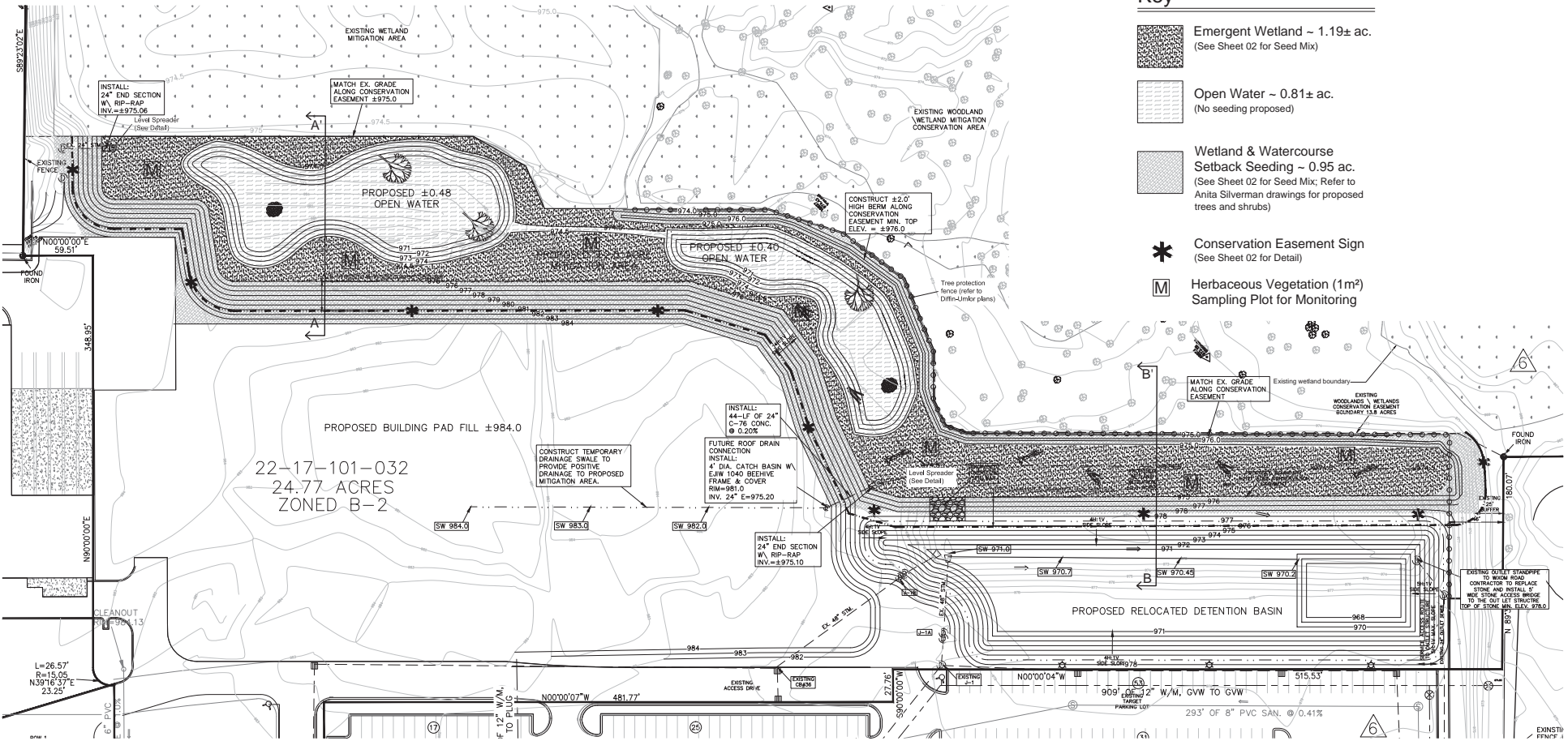
IRRIGATION PLAN

These documents are instruments of service in the state of Michigan. They are prepared by a professional engineer or architect registered in the state of Michigan. The engineer or architect is not responsible for the accuracy of the information provided to them by the client. The engineer or architect is not responsible for the accuracy of the information provided to them by the client. The engineer or architect is not responsible for the accuracy of the information provided to them by the client.

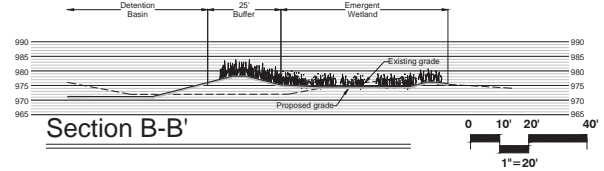
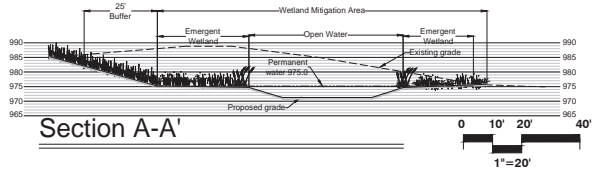
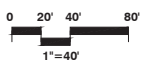
CITY OF NOVI
 OAKLAND COUNTY, MI



- Key**
- Emergent Wetland ~ 1.1± ac.
(See Sheet 02 for Seed Mix)
 - Open Water ~ 0.81± ac.
(No seeding proposed)
 - Wetland & Watercourse Setback Seeding ~ 0.95 ac.
(See Sheet 02 for Seed Mix; Refer to Anita Silverman drawings for proposed trees and shrubs)
 - Conservation Easement Sign
(See Sheet 02 for Detail)
 - Herbaceous Vegetation (1m²) Sampling Plot for Monitoring



Grading, Seeding & Monitoring Plan



DATE	ISSUED FOR:
07/17/14	Client Review
03/03/15	Not Review
04/15/15	Not Review
07/17/15	Not Review

P.L.C.	WH
P.W.	WH
DESIGN	MSP
TECH.	MSP
CHECKED	

PROJECT NUMBER	12108
SHEET NAME	Grading, Seeding & Monitoring Plan
SHEET NUMBER	01



Survey of existing conditions and site engineering of proposed development provided by Diffin-Umlor. Only information related to the finish grading and planting of the wetland mitigation area is a product of KME, Inc.
 The construction of wetland mitigation areas may involve known or unknown site-specific constraints that may adversely affect or limit the success of the design. Field adjustments may be necessary to the construction documents to realize the intent of the project. KME, Inc. strongly urges those parties conducting work associated with these plans to contact KME, Inc. at the intervals indicated in the plan specifications for the purposes of observing the conditions under which the construction is being carried out. KME, Inc. shall not be held responsible for the performance of the wetland mitigation if construction observation services are not provided by KME, Inc.

General Notes

- 1. CONTRACTOR shall furnish all labor, materials, equipment, transportation, services and necessary apprenticeship work required to complete work as shown on the Drawings and/or as specified herein.
2. All work shall comply with all applicable permits.
3. In general the work includes: Clearing and grubbing; erosion control and tree protection; earthwork, wetland and upland seedings.

Utilities

- 1. Locations of existing underground utilities are shown as per Zaimet Wroniak & Associates survey, but with no guarantee that indicated locations are accurate or that lines other than those shown may or may not be present.
2. Contractor and those subcontractors affected by site conditions shall be fully responsible for any deductions or conclusions made on the basis of this information and that of any additional site inspections, if made.

Layout

- 1. Contractor shall establish and maintain grades, benchmarks, and all other significant reference line or points including mitigation area lines and guaranteeing that adequate easements are distributed to each wetland mitigation area as shown on the drawings.
2. Layout of elevations and alignments shall be performed by a Licensed Surveyor. Wetland Consultant shall review and approve all proposed elevations and acreage of the wetland mitigation areas prior to construction and after the establishment of sub-grades.

Sequence of Construction

- 1. Hold a pre-construction meeting with all parties involved. Examine the site to ascertain site state and conditions under which the work is to be done and review conditions of all applicable permits.
2. Install erosion control measures and tree protection to the limits shown on the drawings.
3. Clear and grub woody vegetation within the limits of the wetland mitigation areas. Survey and stake proposed layout for site construction. Wetland Consultant to review contractor's staking for excavations and fill and review the staking for the mitigation areas.

Grading Specifications

General Notes

- 1. Upon issuance, all work shall comply with MDEQ Permit and other issued permits.
2. The contractor is responsible for supplying all materials, labor, equipment, transportation, all services incidental to clearing, grading, seeding, soil stabilization, and clean up of the mitigation areas.
3. Erosion controls are to be installed to the limits indicated on the plan and to the detail provided. Any damage to the existing wetlands not indicated on the plans shall be repaired immediately, with these areas being restored to their original character at the contractor's own expense.

Earthwork

- 1. Sub-grades in created wetland shall be six inches lower than proposed finished grade contours and spot elevations to allow for the placement of topsoil. Topsoil shall be salvaged wetland soil from impact areas or from an approved source.
2. Unless indicated otherwise, grade evenly between points and contours or between such points or contours and existing grades, refer to grading detail. Acceptable grade tolerance shall not exceed three inches (0.25 feet) from proposed grades specified on the plans to accommodate minor ruts, dirt clumps, organic matter and the like.
3. Wetland Consultant may adjust grades in-field based on site conditions to accommodate the intent of the emergent and saccababid wetland creation. Care shall be taken to not excavate below the depths indicated. Contractor shall be responsible for any unauthorized excavation and/or fill operations. Notify Wetland Consultant, minimum three business days, for sub-grade verification.

- 6. Place and spread the approved topsoil at a minimum depth of six inches over the entire wetland creation area, see grading detail. Topsoil shall be spread roughly such that minor ruts, dirt clumps and organic matter are acceptable. Topsoil compaction during spreading operations shall occur only to the degree that shall prevent settlement beyond the specified grade tolerance.

Planting and Seed Specifications

General Notes

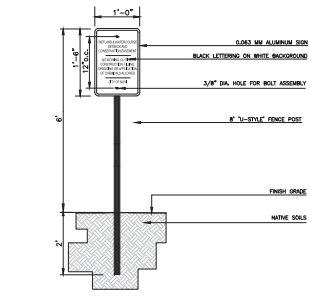
- 1. Plants material shall comply with the recommendations and requirements of ANSI Z60.1, "American Standard for Nursery Stock". Plants shall be healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sunscald, injuries, abrasions, or disfigurement.
2. Planting shall be done by a single Contractor specializing and experienced in landscape work.
3. Plant material shall be the size and true native genus and species shown and scheduled on the drawings. No hybrids or cultivars will be accepted.

Seeding

- 1. Stake limits of seeding and provide seed mix submittals to Wetland Consultant for approval.
2. Approval of Wetland Consultant must be obtained for seed bed preparation and staking prior to seeding.
3. Install seed between the dates of March 1 through May 30 or October 15 through December 15 or as conditions permit. Contractor shall notify the Wetland Consultant for the timing of seed installation.
4. Uniformly broadcast specified seed over the specified areas at the specified rates. Provide a carrier (leuca sand or other approved material) to ensure uniform distribution of seed.
5. Immediately following seeding, apply straw mulch at the rate of 1.5 tons per acre over all seeded areas.
6. Warranty shall be:
a. Wetland seed mix 70% cover of seeded areas at the end of the first growing season and 90% cover of seeded areas at the end of the second growing season.
b. All plant materials shall be guaranteed for two (2) years from the date of installation.

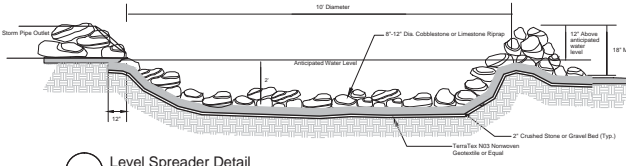
Submittals

- 1. Contractor shall provide to the Wetland Consultant the following submittals:
a. Wetland Seed Mix order and bag tag
b. Upland Seed Mix order and bag tag



Conservation Easement Sign Detail SCALE: NOT TO SCALE

Grading Detail SCALE: NOT TO SCALE



Level Spreader Detail SCALE: NOT TO SCALE

Table with 7 columns: Parameter, Original, Proposed, and 4 additional numerical columns. Includes sections for Wetland Design Parameters, Annual Meteorological Conditions, and Monthly Hydrologic Water Balance.

Seeding Schedule

WETLAND SEED MIX:

Table with 3 columns: SPECIES, COMMON NAME, RATE (LBS./AC). Lists various plant species like Alopecurus subcordatum, Carex lasiocoma, and others with their respective seeding rates.

Cover Crop: Avens sativa, Seed Oats, 25.000

NOTES:

Seed mix to be broadcast over all wetland mitigation and enhancement areas. This is Genesis Nursery's Seede Choice™ - The Next Generation seed mix modified by K&E, Inc. for use in Michigan.

WETLAND & WATERCOURSE SETBACK SEED MIX:

Table with 3 columns: SPECIES, COMMON NAME, RATE (PLS LBS./AC). Lists species like Andropogon gerardi, Andropogon scoparius, and others with their respective seeding rates.

NOTES:

Seed mix to be covered with North American Green C125bn erosion control blanket or equivalent installed in compliance with manufacturer's specifications.

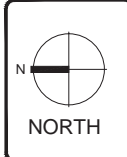
Habitat Structures

TREE STUMPS: Tree stumps to be installed horizontally within wetland areas. Stumps shall be a minimum of 10 feet in length (including root ball) and 24 inches in diameter at breast height (DBH). Stumps to be placed prior to the placement of topsoil.

WHOLE TREES: Whole trees to be installed horizontally within wetland areas. Trees shall be a minimum of 20 feet long (including root ball) and 12 inches in diameter at breast height (DBH). Do not trim down fine structure of limbs. Trees to be placed prior to placement topsoil. At least 50% of entire structure shall extend 6 inches above projected high water level.

LOG PILES: Logs of a variety of lengths and diameters piled in groups of three. Logs shall be a minimum of 15 feet in length and 12 inches in diameter. At least 50% of log pile shall be above projected high water level.

SAND MOUNDS: Sand piled a minimum of 1.5 feet above the projected high water level to create an area of at least 200 square feet. Mounds to contain a minimum of 15 cubic yards of sand and piled on non-organic soils. Pile to be located such that it is surrounded by standing water for at least 30 feet in all directions and receives maximum sunlight.



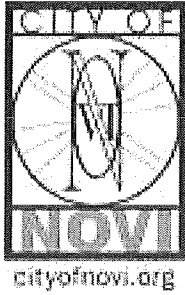
Wetland Mitigation Plan For: Grand Promenade. City of Novi, Oakland County, Michigan. Novi Site Plan JSP-14-0015

Table with 2 columns: DATE, REVIEW FOR. Lists dates from 07/17/14 to 07/17/15 and corresponding review roles: Client Review, NoI Review, NoI Review.

Table with 2 columns: FIELD, VALUE. Lists project information: PROJECT NUMBER 12108, SHEET NAME Details and Specifications, SHEET NUMBER 02.



Engineering Review



PLAN REVIEW CENTER REPORT

08/10/2015

Engineering Review

Novi Promenade - Relocation of Detention Pond
JSP14-0030

Applicant

GRAND PROMENADE, LLC

Review Type

Revised Final Site Plan

Property Characteristics

- Site Location: S. of Grand River Ave. and E. of Wixom Rd.
- Site Size: 24.77 acres (Overall Site) 8.13 acres (Disturbed Area)
- Plan Date: 07/10/2015

Project Summary

- Proposed relocation of the existing Storm Water Management Facilities for Novi Promenade to create a wetland mitigation area for the adjacent Grand Promenade development.

Recommendation

Approval of the Final Site Plan is recommended, with items to be addressed at Stamping Set submittal.

Comments:

The Final Site Plan meets the general requirements of Chapter 11 of the Code of Ordinances, the Storm Water Management Ordinance and the Engineering Design Manual with the following exceptions, which can be addressed at Stamping Set submittal:

General

1. Provide the City's standard detail sheets for storm sewer (2 sheets-June 2012), at the time of the Stamping Set submittal. These details are available on the City's website (www.cityofnovi.org/DesignManual).

Storm Sewer

2. Provide oil/gas separator in the last storm structure prior to discharge to the storm water basin.
3. An adequate maintenance access route to the basin outlet structure and any other pretreatment structures shall be provided (15 feet wide, maximum slope of 1V:5H, and able to withstand the passage of heavy equipment). Verify the access route does not conflict with proposed landscaping.
4. Provide a 5-foot wide stone bridge allowing direct access to the standpipe from the bank of the basin during high-water conditions (i.e. stone 6-inches above high water elevation). Provide a detail and/or note as necessary.
5. Provide an access easement for maintenance over the storm water detention system and the pretreatment structure. Also, include an access easement to the detention area from the public road right-of-way.

The following must be submitted with the Stamping Set:

(Please note that all documents must be submitted together as a package with the Stamping Set submittal. Partial submittals will not be accepted).

6. A draft copy of the Storm Drainage Facility Maintenance Easement Agreement, as outlined in the Storm Water Management Ordinance, must be submitted to the Community Development Department. Once the form of the agreement is approved, this agreement must be approved by City Council and shall be recorded in the office of the Oakland County Register of Deeds. This document is available on our website.

The following must be addressed prior to construction:

7. A pre-construction meeting shall be required prior to any site work being started. Please contact Sarah Marchioni in the Community Development Department to setup a meeting (248-347-0430).
8. A City of Novi Grading Permit will be required prior to any grading on the site. This permit will be issued at the pre-construction meeting (no application required). A grading permit fee in the amount of \$481.50 must be paid to the City Treasurer's Office.
9. Material certifications must be submitted to Spalding DeDecker for review prior to the construction of any utilities on the site. Contact Ted Meadows at 248-844-5400 for more information.
10. Construction inspection fees in the amount of \$4,093.83 must be paid to the City Treasurer's Office.


11. Legal escrow fees in the amount of \$862.50 must be deposited with the City Treasurer. Unused escrow will be returned to the payee at the end of the project.
12. A storm water performance guarantee in the amount of \$13,200 (equal to 150% of the cost required to complete the storm water management facilities) as specified in the Storm Water Management Ordinance must be posted at the Treasurer's Office.
13. A Soil Erosion Control Permit must be obtained from the City of Novi. Contact Sarah Marchioni in the Community Development Department, Building Division (248-347-0430) for forms and information. The financial guarantee and inspection fees will be determined during the SESC review.
14. An NPDES permit must be obtained from the MDEQ because the site is over 5 acres in size. The MDEQ may require an approved SESC plan to be submitted with the Notice of Coverage.

The following must be addressed prior to issuance of a Temporary Certificate of Occupancy approval for the development:

15. The amount of the incomplete site work performance guarantee for this development at this time is \$73,990.50 (equal to 1.5 times the amount required to complete the site improvements, excluding the storm water facilities) as specified in the Performance Guarantee Ordinance. This guarantee will be posted prior to TCO, at which time it may be reduced based on percentage of construction completed.
16. Spalding DeDecker will prepare the record drawings for this development. The record drawings will be prepared in accordance with Article XII, Design and Construction Standards, Chapter 11 of the Novi Code of Ordinances.
17. A letter of credit or cash in an amount of \$880 (10% of the cost of storm water facilities for projects of less than \$100,000, or 5% for the cost of projects over \$100,000) must be posted for the storm water facilities. This deposit will be held for one year after the date of completion of construction and final inspection of the storm water facilities.

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

Please contact Jeremy Miller at (248) 735-5694 with any questions.



cc: Sri Komaragiri, Community Development
Sabrina Lilla, Water & Sewer
Sheila Weber, Treasurer's
T. Meadows, B. Allen; Spalding DeDecker

Landscape Review



PLAN REVIEW CENTER REPORT

August 13, 2015

Stormwater Management/Wetland Mitigation Plan – Revised Final Site Plan

Review Type

Revised Final Landscape Review

Property Characteristics

Site Location: South side of Grand River at 12 Mile (Section 17)
Site Zoning: I-1 – Light Industrial
Current Site Use(s): Mitigation/ Conservation
Proposed Site Size: Unreported
Plan Date: 7-10-2015

Recommendation

Recommend approval contingent on the change requested below being included on the stamping sets.

Ordinance Considerations

Storm Basin Landscaping (Landscape Design Manual (LDM) 1.d.(3)(a))

A total of 70-75% of the storm basin rim area must be landscaped with large native shrubs. This requirement has been met.

Calculations (LDM 2.p, Chap 37 Woodlands Protection)

A summary of the calculations for the required woodland replacement trees from Grand Promenade has been provided on the landscape plan. This is satisfactory.

Planting Notations and Details (LDM details, Chapter 37)

1. Planting Details and Notations meet the requirements of the Ordinance and the Landscape Design Manual.
2. **Please change the *Viburnum trilobum* 'Compactum' to a straight species *Viburnum trilobum* to fulfill the requirement for large native shrubs around the detention pond.**

Irrigation (LDM 2.s)

Temporary irrigation will be required until such time as proposed plantings are established. An irrigation plan to provide this has been provided.

General

Please see the Woodland and Wetland reviews for further comments.

Please follow guidelines of the Zoning Ordinance and Landscape Design Guidelines. This review is a summary and not intended to substitute for any Ordinance. For the landscape requirements, see the Zoning Ordinance Section 5.5, Landscape Design Manual and the appropriate items in the applicable zoning classification.

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



Rick Meader – Landscape Architect

Wetland Review

August 10, 2015

Ms. Barbara McBeth
Deputy Director of Community Development
City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375

Re: Novi Promenade (JSP14-0030)
Storm Water Management/Wetland Mitigation Plans
Wetland Review of the Revised Final Site Plan (PSP15-0110)

Dear Ms. McBeth:

Environmental Consulting & Technology, Inc. (ECT) has reviewed the Revised Final Site Plan for the proposed *Novi Promenade Storm Water Management/Wetland Mitigation* project prepared by Diffin-Umlor & Associates dated July 10, 2015 (Plan). The Plan was reviewed for conformance with the City of Novi Wetland and Watercourse Protection Ordinance and the natural features setback provisions in the Zoning Ordinance. ECT previously visited the site on June 3, 2014 for the purpose of a Wetland Boundary Verification.

ECT recommends approval of the Revised Final Site Plan for wetlands.

The site is located south of Grand River Avenue and east of Wixom Road in Section 17. The current Plan provides for a proposed wetland mitigation area associated with the proposed *Grand Promenade* (JSP14-0015) project located north of this site, adjacent to Grand River Avenue. The proposed *Grand Promenade* project proposes 1.33 acre of wetland impact for the purpose of developing a 11,970 square foot retail building as well as associated parking and a sub-surface storm water detention system. The parcel on which the *Grand Promenade* development project is to be constructed, contains a shallow open water wetland (Wetland A) surrounded by a perimeter of emergent wetland. This wetland occupies a significant portion of the site area (1.33 acres of the 2.5 acre site).

As the City's threshold for compensatory wetland mitigation is 0.25-acre, the Applicant is required under the City of Novi Wetland and Watercourse Ordinance to provide wetland mitigation at a ratio of 1.5 acres for every 1 acre of wetland impact (1.5 to 1 mitigation ratio) for emergent wetlands and a 2-to-1 mitigation ratio for impacts to forested wetlands.

Previous iterations of this Plan included constructing the proposed mitigation in the area of the current Novi Promenade retention basin located just east of the existing Target store (see Photos 1 and 2). The previous Plan included the proposed relocation/reconstruction of the existing storm water retention basin. The construction of this previous iteration of wetland mitigation also included the replacement or relocation of a number of landscape trees and shrubs (see Photo 3).

The current Plan continues to highlight the proposed construction of 2.0 acres of wetland mitigation ("off-site") from the *Grand Promenade* project site, but within the overall Novi Promenade development). Rather than constructing the proposed mitigation area within the area of the existing Target detention basin, the Plan proposes the construction of the mitigation area to the north and east of the area previously proposed. The Applicant appears to propose approximately 0.88-acre of open water/emergent wetland mitigation and 1.12 additional acres of emergent wetland mitigation.

The proposed wetland mitigation information/design associated with this Plan will need to be approved concurrently with the Grand Promenade Plan. Specifically, final approval for the *Grand Promenade* Plan (JSP14-0015) will require a complete and approved wetland mitigation design prior to final approval of the development plan.

Onsite Wetland Evaluation

The focus of the June 3, 2014 site inspection was to review the existing on-site wetland boundaries and overall site conditions associated with this wetland mitigation construction project. A large area of existing forested wetland is located east and southeast east of the proposed mitigation project. Although the existing wetland boundary did not appear to be flagged at the time of our site inspection, the current Plan does not appear to propose impacts to this wetland. Due to the size (greater than five acres) and the apparent connectivity of this forested wetland area to streams or drains, this wetland is likely regulated by the MDEQ.

What follows is a summary of the wetland impacts associated with the proposed site design.

Wetland Impact Review

As previously noted, the proposed Plan does not appear to impact the existing wetlands that are located to the east/southeast of the proposed mitigation site. Unlike previous plans, the current Plan does not propose to remove the existing Novi Promenade Retention Basin and replace its function with a proposed storm water detention basin.

The Plan does specify impacts to existing 25-foot natural features (wetland) setback on the east side of the project for the purpose of mitigation construction grading. The Plan specifies approximately 0.387-acre of impact to the wetland buffer.

Wetland Mitigation

As noted above, this Plan highlights the proposed construction of approximately 2.0 acres of wetland mitigation ("off-site" from the *Grand Promenade* project site, but within the overall Novi Promenade development). The Applicant appears to propose approximately 0.88-acre of open water/emergent wetland mitigation and 1.12 additional acres of emergent wetland mitigation. Sheet 4 of 6 (*Detention Pond/Wetland Mitigation Grading Plan*) provides the proposed grading plan for the wetland mitigation area. The current mitigation plans now indicate a proposed wetland seeding schedule for the mitigation area. Both a wetland seed mix and a wetland & watercourse setback (i.e., buffer) seed mix have been provided. The *Landscape Plan* (Sheet 5 of 6) also provides

information related to the proposed trees and shrubs that are to be provided around the perimeter of the proposed wetland mitigation area.

Permits & Regulatory Status

The forested wetland located on the east side of the project site are regulated by the City as it meets one or more of the essentiality criteria set forth in the City's Wetland and Watercourse Protection Ordinance (i.e., storm water storage/flood control, wildlife habitat, etc.).

ECT's understanding is that the forested wetland to the east of the proposed project is also regulated by MDEQ as it appears to be greater than five acres in size and appears to be contiguous to inland lakes, streams or ponds. As submitted, the Plan does not propose any impacts to this area of existing wetland.

Wetlands are protected under Part 303 Wetland Protection, of P.A. 451 of 1994, the Natural Resources and Environmental Protection Act (NREPA, as amended). The Michigan Department of Environmental Quality (MDEQ) assumes authority over wetlands that are 5 acres or greater in area; contiguous (directly adjacent to) to an inland lake, pond, or stream; within 500 feet of an inland lake, pond, or stream; or within 1,000 feet of a Great Lake, Lake Saint Clair, Saint Mary's River, Saint Clair River, or Detroit River.

The MDEQ may also exert regulatory control over isolated wetlands less than five acres in size: "...if the department determines that protection of the area is essential to the preservation of the natural resources of the state from pollution, impairment, or destruction and the department has so notified the owner."

The following activities are prohibited within regulated wetlands without a MDEQ permit:

- 1 The placement of fill material;
- 2 Dredging;
- 3 Construction within; and/or
- 4 The draining of surface water from a wetland.

As such, it is the Applicant's responsibility to contact MDEQ in order to determine if the agency has regulatory authority over the wetlands associated with the existing detention basin that is to be removed. It should be noted that the applicant's wetland consultant previously requested a pre-application meeting with MDEQ staff. It is our understanding that this meeting took place on Wednesday, August 6, 2014. The MDEQ has provided their determination in a letter dated September 8, 2014. The letter states that the Grand Promenade project area and the modifications proposed on the Novi Promenade property will not require a permit from MDEQ.

Novi Promenade (JSP14-0030)
Storm Water Management/Wetland Mitigation Plans
Wetland Review of the Revised Final Site Plan (PSP15-0110)
August 10, 2015
Page 4 of 5

The project as proposed will require a City of Novi *Authorization to Encroach the 25-Foot Natural Features Setback*. This authorization is required for the proposed impacts to the regulated wetland setbacks.

Comments

Please consider the following comments when preparing Final Stamping Sets for this project:

1. The proposed wetland mitigation information/design associated with this Plan will need to be approved concurrently with the Grand Promenade Plan. Specifically, final approval for the *Grand Promenade Plan* (JSP14-0015) shall not be issued prior to final approval of this wetland mitigation design.
2. Previous review comments from our office included the request for detailed wetland mitigation information such as proposed grading and planting details as well as a written summary of the goals and objectives of the mitigation plan. It should be noted that this information has now been provided on the Plan.

Recommendation

ECT recommends approval of the Revised Final Site Plan for wetlands.

If you have any questions regarding the contents of this letter, please contact us.

Respectfully submitted,

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.



Matthew Carmer, PWS
Senior Scientist
Professional Wetland Scientist #1746



Pete Hill, P.E.
Senior Associate Engineer

cc: Sri Komaragiri, City of Novi Planner
Richelle Leskun, City of Novi Planning Assistant
Rick Meader, City of Novi Landscape Architect

Attachments: Figure 1



Figure 1. City of Novi Regulated Wetland and Woodland Map (accessed June 5, 2014). Regulated wetland boundaries are shown in blue. Regulated woodland boundaries are shown in green. The approximate project boundary is shown in red.

Applicant Response Letter

August 27, 2015

Sri Ravali Komaragiri, Planner
Planner, Community Development
City of Novi
45175 W. 10 Mile Road
Novi, MI 48375

Re: Novi Promenade
Retail \ Restaurant Development
JSP14-0030

Dear Ms. Komaragiri:

Comments listed below directly correspond to the August 10, 2015 Final Site Plan review comments provided by the City's consultants for the above mentioned project.

Engineering Review Response

1. City Standard Detail Sheets have been included with Stamping submittal.
2. The two existing gas\oil separators located at the North end of the detention basin will be used. The location of these structures has been labeled on the Stamping sets.
3. Maintenance access routes have been labeled on the Stamping sets showing the 1V:5H max. side slopes.
4. The 5' wide stone bridge has been added to the Stamping plans.
5. A copy of the access easement shall be provided with the Stamping set submittal.
6. A copy of the Storm Drainage Facility Maintenance Easement shall be provided with the Stamping set submittal.
7. We will contact Sarah Marchioni for a preconstruction meeting
8. We will obtain the required City Grading Permit prior to construction.
9. Material certification shall be submitted to Spading DeDecker prior to construction.
10. Construction inspection fees will be paid.
11. Legal escrow fees will be paid.
12. Storm water performance guarantee will be paid.
13. Soil Erosion Permit will be obtained prior to construction
14. A NPDES permit will be obtained prior to construction.

Engineering Comments:

15. The Site Work Performance Guarantee will be paid.
16. Spading DeDecker will prepare as-built drawings.
17. A letter of credit or cash amount shall be paid for the storm water facility.

Landscape Review Comments:

1. The plant species has been changed to Viburnum trilobum on the Stamping sets as requested.


Wetland Review Comments:

Wetland comments were addressed with our previous submittals.

We hope the information provided is helpful with expediting the review process, and we look forward to continuing working with staff on this project. If there are any questions, or if any additional information is needed please let us know.

Respectfully submitted,

Diffin-Umlor and Associates

A handwritten signature in blue ink that reads "Matthew A. Diffin". The signature is written in a cursive style with a stylized "A" and "D".

Matthew A. Diffin, P.E.

Principal

AMENDMENT TO CONSENT JUDGMENT
JUNE 23, 2015

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

NOVI EQUITIES LIMITED PARTNERSHIP,
and
NOVI PROMENADE HOLDINGS, LLC

Plaintiff,

Case No. 00-021096-CZ
Hon. Rae Lee Chabot

-vs-

CITY OF NOVI,

Defendant.

MOORE PENNA & ASSOCIATES PLLC
ANTHONY J. PENNA (P 67707)
Attorney for Novi Promenade Holdings, LLC
38600 Van Dyke Avenue, Suite 300
Sterling Heights, MI 48312-1173
(586) 883-6585

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

AMENDMENT TO CONSENT JUDGMENT

At a session of said Court held in the City of Pontiac,
County of Oakland, State of Michigan on JUN 23 2015

PRESENT: COLLEEN A. O'BRIEN
Circuit Court Judge

This matter having come before the Court upon the parties' submission of an Amendment to a Consent Judgment; the parties having agreed to entry of an Amendment to a Consent Judgment in this matter as set forth below, and according to the express terms and provisions stated herein; and the Court otherwise being duly advised in the premises:

RECITALS

A. A Consent Judgment in this case was entered on July 19, 2001 (the Original Consent Judgment). (Tab 1.) The Original Consent Judgment related to the approval of and conditions surrounding the development of certain property (the Property) located in the City of Novi by Plaintiff Novi Equities Limited Partnership, as developer.

B. Plaintiff Novi Equities Limited Partnership did in fact develop a portion of the Property as permitted under the Original Consent Judgment, and currently there exists within the approved development a Target Store, a Sam's Club retail store, and certain other retail stores located on outlots known collectively as the "Novi Promenade" development. (Tab 2.)

C. In addition to these building improvements, the Original Consent Judgment required the Plaintiff to construct other site improvements, including a wetland mitigation area as well as a separate sedimentation/detention pond, and also to preserve certain wetlands (and woodlands) in an area known as the "Permanent Preserve." A Development Site Plan showing all such improvements is attached as Exhibit B to the Original Consent Judgment.

D. While the required site improvements have been made, not all of the approved building improvements were constructed by Plaintiff Novi Equities Limited Partnership. More specifically, there remains an unbuilt retail area known and shown on the plan as "Retail B."

E. Novi Promenade Holdings, LLC has purchased the remaining undeveloped property in the Novi Promenade development. It has asked that it be permitted to amend Exhibit B to the Original Consent Judgment to (i) alter the configuration of the approved

sedimentation/detention pond; and (ii) increase the area shown as "Permanent Preserve" for preservation of woodlands and wetlands by constructing an additional wetland mitigation area approximately 2.0 acres in size.

F. The Additional Wetland Mitigation Area is intended to replace wetlands as mitigation for the filling of wetlands on an adjacent property also owned by Novi Promenade Holdings, LLC. The proposed development on the adjacent property includes a retail building and a drive through restaurant.

G. On October 22, 2014, the City of Novi Planning Commission held a public hearing and approved the proposed development of the adjacent parcel, JSP 14-15, as well as the location of the 2.0 acres of wetland mitigation on the Novi Promenade site JSP 14-30, subject to approval by the City Council of an appropriate amendment to the Original Consent Judgment.

H. The City Council has reviewed the request and is willing to amend the Consent Judgment to allow the increase in the preserved area for the overall site and the alteration of the Exhibit B Site Plan correspondingly, upon the terms and conditions set forth herein.

I. It is not the parties' intention to amend the Original Consent Judgment in any other manner other than to allow the reconfiguration of the sedimentation and detention basin and the wetland area. In all other respects and for all other purposes, the Original Consent Judgment, and the development plans approved thereunder (and since) remain unchanged.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED AS FOLLOWS:

1. Novi Promenade Holdings, LLC is hereby added as a Successor Defendant to Novi Equities Limited Partnership for purposes of and to the extent required for this Amendment to Consent Judgment.

2. The Development Site Plan attached as Exhibit B to the Original Consent Judgment, as described in Paragraph 10 of the Original Consent Judgment, is amended ***only*** as

shown on the attached revised Exhibit B (Tab 3) with respect to the sedimentation/detention pond and the Permanent Preserve area.

2. The area to be added to the Permanent Preserve, which is approximately 2.0 acres in size, as depicted on the revised Exhibit B (Tab 3), shall be subject to the limitations set forth in the Original Consent Judgment, including Paragraph 11, for the Permanent Preserve.

3. With respect to the area added to Exhibit B for the construction of wetland mitigation area to be added to the Permanent Preserve:

- a. All work within the Property shall be conducted in compliance with all ordinances, rules, and regulations, of the City of Novi and the State of Michigan, and in compliance with (i) the preliminary site plan as approved on October 22, 2014; (ii) the wetland permit approved by the City of Novi on October 22, 2014; and (iii) and the storm water management plan approved by the City of Novi on October 22, 2014.
- b. No other part of the Permanent Preserve already existing on the property shall be disturbed in connection with the establishment of the new mitigated wetland area.
- c. Any proposed changes to attached revised Exhibit B shall require review and approval by City Council following a public hearing pursuant to which each property owner within the Novi Promenade Development receives advanced written notice personally delivered or deposited during normal business hours for delivery with the United States postal service or other public or private delivery service not less than 15 days before the date the request will be considered. Novi Promenade Holdings, LLC, or its successor, assign or transferee shall be responsible for the costs of the notice.

4. This Order shall be recorded in the Oakland County Register of Deeds.

5. This Amendment to Consent Judgment is binding on the Parties' heirs, successors, and assigns.

7. Except as expressly and necessarily altered by this Amendment to Consent Judgment, the Original Consent Judgment is not amended and remain in full force and effect.

/s/ Judge Colleen A. O'Brien

CIRCUIT COURT JUDGE
COLLEEN A. O'BRIEN KE

Approved as to form and substance:

/s/ Anthony J. Penna
ANTHONY J. PENNA (P 67707)
Attorney for Plaintiff

/s/ Thomas R. Schultz
THOMAS R. SCHULTZ (P 42111)
Attorney for Defendant

TAB 1

STATE OF MICHIGAN

7-18-01

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

NOVI EQUITIES LIMITED PARTNERSHIP,

Plaintiff,

Case No. 00-021096-CZ

v

HON. RAE LEE CHABOT

CITY OF NOVI,

Defendant.

BY
DEPUTY COUNTY CLERK

01 JUL 19 10:33

RECEIVED FOR THE
CLERK OF THE CIRCUIT COURT

Teresa S. Decker (P-32114)
Varnum, Riddering, Schmidt & HowlettLLP
Attorneys for Plaintiff
333 Bridge Street, N.W.
P.O. Box 352
Grand Rapids, MI 49501-0352
(616) 336-6000

George M. DeGroot, III (P-33724)
Attorney for Defendant
400 Galleria Officentre, Suite 550
Southfield, MI 48034
(248) 353-4450

CONSENT JUDGMENT

At a session of said court, in the City of Pontiac,
County of Oakland, State of Michigan, on the
____ day of JUL 19 2001 2001.

Present: Honorable Rae Lee Chabot, Circuit Court Judge

Received for Filing Oakland County Clerk 2015 JUN 23 PM 01:49

This case having come before this Court on the Complaint filed by Plaintiff ("Developer"), and the responsive pleadings and filings of the Defendant ("City"), and the parties to this case having agreed to settle this dispute in the manner set forth in this Consent Judgment and to entry of this Consent Judgment; each of the parties to this Consent Judgment having represented that all requirements necessary for each party to bind itself to this Consent Judgment have been met; it appearing to the Court that this Consent Judgment has been consented to by the parties freely, voluntarily and with full knowledge of its effects; and the Court being otherwise fully advised in the premises;

NOW THEREFORE, IT IS ORDERED AND ADJUDGED as follows:

1. By approving this Consent Judgment, the parties are agreeing with, and stipulating and consenting to, all of terms and provisions of this Consent Judgment with like effect to agreeing to be bound by the terms of a contract.
2. This Court has subject matter jurisdiction over all of the issues raised in the Complaint, and has the authority and jurisdiction to enter this Consent Judgment.
3. This Court has personal jurisdiction over the parties and venue is proper.
4. The parties have the authority to and have duly authorized the terms and conditions of the settlement on which this Consent judgment is based.
5. All conditions precedent to giving effect to the terms and conditions of this Consent Judgment are in compliance with all procedural and substantive requirements of all applicable law.
6. The terms and conditions of the settlement on which this Consent Judgment is based are within the scope of the Court's jurisdiction and remedial powers, and are valid and enforceable.

7. The terms and conditions of this Consent Judgment shall be appurtenant to the property which is the subject matter of this case, described on **Exhibit A** (the "Property"). These terms and provisions shall run with the Property as if they were covenants running with the land. The terms and conditions of this Consent Judgment shall inure to the benefit of and be binding on the parties and their respective heirs, successors and assigns, and reference herein to Plaintiffs and/or Defendant (including reference to the Developer and/or the City, as applicable) shall include their respective heirs, successors, transferees and assigns. A copy of this Consent Judgment shall be recorded in the Register of Deeds for the County of Oakland.
8. All claims in the pleadings, and any and all new claims that could be asserted as of this date relating to the specific subject matter of this case, are merged as part of this Consent Judgment, and, subject to the terms and conditions of this Consent Judgment, all claims are dismissed with prejudice and without attorney fees or costs and including a dismissal with prejudice of all money damage claims.
9. The Developer shall be responsible for clearing obstructions and debris from the public roads adjoining the Property, and shall pay the City for the cost of repairing any damage to the roads caused by construction traffic to the Property.

DEVELOPMENT OF PROJECT

10. Subject to and in accordance with the terms of this Consent Judgment, and subject to the Developer seeking and securing site plan review and approval in accordance with the ordinances of the City, the Property may be developed, and the Property shall be preserved and maintained, in the manner depicted in the plan

attached as **Exhibit B**, and the Developer shall be enjoined from developing or disturbing the Property in any other manner.

LAND PRESERVATION AND LAND USES

11. **Land Preservation**

- a. The total green and open space, including preservation areas and interior landscaping, shall be preserved and maintained by the Developer on the Property, and shall be a minimum of forty percent (40%) of the total (not including 2.34 acres of right-of-way) land area. The area depicted on Exhibit B as "Preserved Woodlands, Wetland and Storm Water Detention" shall be permanently preserved, and, prior to the issuance of any development approval, the Developer shall execute and record the Conservation Easement attached as **Exhibit C** prior to any site development approvals. Such area shall be referred to as the "Permanent Preserve". The Permanent Preserve shall be included in the calculation of total green space under sub-paragraph 11(a), above. The Permanent Preserve shall remain undeveloped and in a natural state, as provided in the Conservation Easement, and shall be subject to the maintenance obligations set forth in this Judgment, below. The parties agree that the legal description for the Permanent Preserve shall be incorporated in this Judgment immediately following final site plan review, and prior to any site development approvals.
- b. The Landscape areas, as approved as part of site plan review and approval, consistent with this Consent Judgment, shall be constructed and preserved

Received for Filing Oakland County Clerk 2015 JUN-23 PM 01:19

by the Developer, and shall be subject to the maintenance obligations set forth in this Judgment, below.

- c. The area depicted on Exhibit B as the "Former Outlot" shall be land-banked for future parking development and use. The Developer shall develop such area for parking purposes if and to the extent the Developer determines, in the reasonable exercise of his or her discretion, that additional parking spaces are needed to service the buildings depicted on Exhibit B as Retail "A," "B," and "C". In the event a sit down, table service restaurant (not fast food sit down or fast food carry out) is established on Outlot 1, the area within the Former Outlot may be utilized for parking purposes for such restaurant. Until such time as such area is developed for additional parking, it shall be landscaped and maintained as approved as part of site plan review and approval, consistent with this Consent Judgment.

12. **Land Uses – Retail 'A', 'B' and 'C'**

- a. The total gross building area for the buildings depicted on Exhibit B as Retail "A," "B," and "C" ("Retail "A," "B," and "C""), including all areas authorized by the Planning Commission for outdoor use, shall, respectively, not exceed the following: Retail "A" – 149,600 square feet; Retail "B" – 100,000 square feet; and, Retail "C" – 125,400 square feet. If there is a reduction in the area of one or two of the buildings, other buildings may be correspondingly increased in area, subject to the overarching limitations that the total square footage of all three buildings

(including areas authorized for outdoor use) shall not exceed 375,000 square feet, and no one building or user may exceed 150,000 square feet. The 150,000 square foot limitation upon each building and user shall not prohibit the Developer from requesting and the Planning Commission granting additional space for outdoor use, provided that the aggregate gross square footage of all buildings, uses and outdoor space shall not exceed 375,000 square feet.

- b. Retail "A", "B" and "C" shall conform to the uses permitted in the B-2 zoning district as described in the City of Novi Zoning Ordinance, as amended, subject to and in accordance with this Consent Judgment, and subject to the Developer seeking and securing site plan review and approval in accordance with the ordinances of the City.
- c. At the election of the Developer, Retail "C", and all other improvements shown on the plan attached as **Exhibit D**, and subject to all terms and provisions of this Consent Judgment, may be developed as a separate and initial phase of the overall development ("Phase 1"). In such event, the provisions of this sub-paragraph c shall apply. The building identified on **Exhibit B** as Retail "C" shall be a retail store of not more than 125,400 gross square feet, and shall be subject to and in accordance with the following:
 - (1) The details of the elevation of the building on all four sides, and the specification of a description of the type of façade and façade materials to be used, shall be as shown on **Exhibit E**, and, to the

extent that such Exhibit does not specify information, the City's ordinances shall apply.

- (2) The types of signs and square footage of signage allowed on and for the building shall be as determined in site plan review and approval, provided, wall signage on the north side of the building shall be as set forth on Exhibit E, reflecting a tenant identification wall sign 34' x 6' (204 square feet), plus a wall sign to identify one of the departments of the store, e.g., "pharmacy", 23' x 2.5' (57.5 square feet).
- (3) The truck or loading dock, and the screening of such facility, shall be as determined in site plan review and approval.
- (4) Landscaping details adjacent to the building shall be as determined in site plan review and approval.
- (5) Signage identifying the name of the development and/or Retail "A", "B" and "C": One ground sign adjacent to the Grand River entrance, and one ground sign adjacent to the main Wixom Road entrance. Such signage shall be monument signs, with a height not greater than six feet and an area not greater than seventy-two square feet, provided that the Developer shall not be prohibited from seeking relief from the City Zoning Board of Appeals.
- (6) The Developer shall obtain preliminary and final site plan approval for Phase 1, subject, however, to Paragraph 21 of this Judgment. The City shall complete the site plan review process on an

expedited basis for Phase 1. Anything herein to the contrary notwithstanding, the Developer may proceed with the initial stages of development of Phase 1 in accordance with the following:

- (i) To "*clear and grub*" the Phase 1 area of development, the Developer shall be required to: secure all applicable wetland and woodland permits for those areas shown to be a part of Phase 1 on Exhibit D, and shall have submitted a complete application for preliminary site plan review, and allowed such review for thirty days, and, conform the plan to such requirements imposed by the City (either as a result of staff review, or based upon planning commission review to that point); secure environmental permit sign-off from the City Building Department for wetlands, woodlands and soil erosion; attend an environmental pre-con meeting with the City Engineer; install soil erosion measures and woodlands fencing; and, secure a City inspection of the soil erosion, wetland and woodland protection measures.
- (ii) To *undertake mass grading* of the Phase 1 area, the Developer shall be required to: Submit a mass grading plan certified by the Developer's registered

civil engineer, and secure a mass grading recommendation from the City Engineer; submit a letter holding the City and adjoining property owners harmless in connection with the permission to proceed on an advanced/expedited basis, recognizing the risks inherent in moving forward prior to obtaining final approvals; comply with the City's Mass Grading Policy;

- (iii) To *construct the building foundation* for Phase 1 of the development, the Developer shall be required to:
- Secure preliminary site plan approval; apply for and secure a foundation permit from the Building Department; submit construction drawings for a foundation permit (partial set), including the site plan, foundation plans and all details associated with the foundation, floor plan(s) and elevations (details not required), special inspection statement, structural calculations, soil boring reports, hazardous chemical survey; secure mechanical permits for any underground utilities to be installed within the footprint of the building; submit hold harmless letter in connection with the foundations/footings relative to the permission to

proceed on an advanced/expedited basis, recognizing the risks inherent in moving forward prior to obtaining final approvals; and, attend a pre-construction meeting with the Building Department.

- (7) Any and all additional development shall be based upon the grant of final site plan approval and the issuance of all applicable permits and approvals.
 - (8) This provision shall not relieve the Developer from paying all applicable escrows and fees.
- d. In the event the Developer elects not to construct the Retail "C" in Phase 1 in the manner specified in subparagraph c, above, the Developer shall be required to proceed in the customary manner in accordance with all applicable law and ordinances, including the obligation to submit any other plans to the City for preliminary and final site plan approval, in which case, the design and architecture shall be governed by subparagraph g, below.
- e. The following uses shall not be permitted on Retail "A", "B" and "C"
- (1) Arcades (as a principal use).
 - (2) Adult business use, or any other use involving sexually explicit activities, all as defined in the City Zoning Ordinance, as amended.
- f. Plaintiff shall provide 1,725 parking spaces for Retail "A", "B" and "C".
- g. The design and architecture for Retail "A" and "B", and for Retail "C" if not developed in accordance with sub-paragraph c, above, shall include

pitched roof, predominantly brick exterior, and comparable architectural features as shown on the concept elevations attached as Exhibit G, and, to the extent that such Exhibit does not specify information, the City's ordinances shall apply.

13. **Land Uses – Outlots**

- a. Three outlots, subject to the Developer seeking and securing site plan review and approval in accordance with the ordinances of the City, may be developed on the Property in the locations, and having the lot areas and dimensions, shown on Exhibit B.
- b. The uses of the outlots shall conform with the uses permitted in the B-3 zoning district as described in the City of Novi Zoning Ordinance, as amended, subject to and in accordance with this Consent Judgment.
- c. The following uses shall not be permitted on the Outlots:
 - (1) Package sale of alcoholic beverages, provided that a pharmacy having such package sale as an incidental use shall not be prohibited.
 - (2) Arcades.
 - (3) Adult business use, or any other use involving sexually explicit activities, all as defined in the City Zoning Ordinance, as amended.
- d. Parking spaces for outlots shall be determined based upon applicable City ordinances at the time of site plan approval and shall be located on the outlot parcel, subject to the exception stated in paragraph 11(c), above, for a restaurant use on Outlot 1.

SITE DEVELOPMENT

14. The Property shall be improved, developed and maintained as follows:
- a. Parking lot landscaping on the Property, not including the outlots, shall be in the areas generally depicted on the Site Plan, Exhibit B, and the particular plantings thereon shall be determined in accordance with the applicable provisions of the Zoning Ordinance, as amended, and shall be subject to site plan review. Approximately 700 trees of a total of 1441 regulated trees shall be preserved. The removed trees shall be replaced as determined in site plan review and approval, in accordance with applicable City Ordinances, and shall be subject to the maintenance obligations set forth in this Judgment, below.
 - b. A landscaped buffer 50 feet wide shall be established along the south side of the Property, commencing at Wixom Road, and running in excess of 600 feet to the storm water detention area. This buffer shall be a six foot landscaped berm. A combination of plantings on the berm shall be determined as part of site plan review and approval, with the objective of providing the screening as contemplated in the Zoning Ordinance, as amended. The landscape buffer, and all vegetation planted thereon, shall be subject to the maintenance obligations set forth in this Judgment, below.
 - c. It is the intent and goal of the parties that the development shall access and connect to an existing regional storm water basin located approximately 600 feet south of the site, if determined to be feasible during site plan

review. If the City determines that connection to the regional basin is not feasible, on-site detention shall be provided in accordance with applicable City ordinance standards, and, in such event, all storm water storage shall be achieved in the on-site basin shown on Exhibit B, which may be expanded not more than 30 feet to the west if and to the extent needed to accommodate the additional detention requirements (and no other portion of the Permanent Preserve shall be utilized for such purpose). In any event, a sedimentation pond will be constructed on the Property from which storm water will be discharged to the detention basin. The sedimentation pond shall be constructed in accordance with the requirements of all applicable laws, ordinances and regulations, and shall be constructed in the location determined as part of site plan review and approval. Such areas utilized for storm water storage shall be included in the calculation of the minimum green/open space on the Property, as required in this Judgment.

- d. Sanitary sewer service shall be provided by connecting to the existing sanitary sewer line in the Grand River Avenue right-of-way. Plaintiff may request an alternate sanitary sewer service connection along Wixom Road.

OFF-SITE IMPROVEMENTS -- WIXOM ROAD AND GRAND RIVER

- 15. Plaintiff shall, at its sole expense, cause the necessary plans to be prepared and secure all required permits and approvals, and provide all labor and materials, to widen Wixom Road to three lanes in the area including the Property frontage, as generally depicted in Exhibit B. Subject to permit approval requirements, this

widening will commence on the north from the point at which Wixom Road narrows from three lanes to two, and shall continue south to Plaintiff's southern property line. Plaintiff shall design, engineer and construct the road widening in accordance with City standards and specifications. Defendant shall retain all plan approval and inspection rights relating to the road construction, and, following completion and approval, the right-of-way improvements shall be dedicated for public use. Such road improvement shall be completed, inspected and approved prior to the issuance of a certificate of occupancy for any use of the Property.

16. Plaintiff shall, at its expense, cause the installation of a traffic signal at the main boulevard entrance on Wixom Road identified on Exhibit B, and shall be installed prior to issuance of a certificate of occupancy for any use on the Property.
17. The parties understand that the Oakland County Road commission may recommend that the Grand River Avenue entrance shown on Exhibit B be moved to align with the new Grand River Avenue/12 Mile Road traffic signal, or may not approve a traffic signal at the existing Grand River Avenue entrance in conjunction with the new intersection. In the interest of traffic safety, the City, without expense, shall cooperate in pursuing approval of a relocated Grand River Avenue entrance designed to align with the new Grand River Avenue/12 Mile Road traffic signal.
18. Signage for the development will be allowed at the Grand River Avenue and middle Wixom Road (traffic light) entrances. The precise location and signage shall be determined as part of site plan review and approval. This provision is to

be read in conjunction with sub-paragraph 12.c(5), above, and is not intended to authorize signage in addition to such sub-paragraph.

WETLANDS

19. The Developer has conducted a wetlands delineation for the Property. The wetlands are identified on Exhibit F, attached hereto, as wetlands A, B, C, D, E, F and G, consisting of a total of 7.1 acres of wetlands, 5.9 acres of which are deemed essential.
20. This Consent Judgment contains certain authorizations and requirements relative to the wetlands identified on Exhibit F.
 - a. All authorizations relative to such wetlands shall be subject to any and all approvals required by ordinance and law to be secured from the City and the Michigan Department of Environmental Quality ("MDEQ"), respectively. Subject to the disclosure of facts and/or circumstances not known at the time of this Judgment, the wetland permits issued by the City shall substantially conform to the wetland provisions of this paragraph 20.
 - b. All City requirements relative to such wetlands shall be binding upon the Developer, regardless of any permission granted by MDEQ, and the Developer shall take all actions reasonably required to maintain all wetland areas to be preserved under the terms of this Consent Judgment, consistent with the provisions of the Conservation Easement attached to this Judgment, and such maintenance shall be subject to the obligations and enforcement provisions set forth in this Judgment, below. The Developer is enjoined from disturbing, destroying and/or impairing such

wetlands in a manner inconsistent with the requirements of this Consent Judgment and the terms of the wetland permit.

c. Subject to the issuance of a wetlands permit by the City Council, the following shall apply:

- (1) Wetlands D, E and F are deemed non-essential wetlands and the Developer shall be authorized to fill those areas, upon issuance of the appropriate permit, subject to the overall mitigation requirements contained in this Consent Judgment and in the wetland permit.
- (2) Prior to the issuance of a certificate of occupancy for any use of the Property, wetlands B and G shall be fully mitigated consistent with the provisions of the City permit issued for such purpose.
- (3) Wetlands A and C shall be partially maintained as they currently exist with the remainder mitigated prior to the issuance of a certificate of occupancy for any use of the Property, with the disturbance of such wetlands and all mitigation to be consistent with the provisions of the City permit issued for such purpose.
- (4) Aside from the 1.2 acres of wetlands in areas D, E and F, all wetland disturbances shall be mitigated as required by the City's permit at a ratio of 1.5 acres of newly created wetland for every acre disturbed. Subject to being required by City permit to undertake alternative mitigation based upon detailed engineering and analysis, the Developer shall mitigate wetlands B and G (to establish 1.8

acres of new wetlands) and shall mitigate portions of wetlands A and C (to establish the number of acres of new wetland determined as part of wetland review concurrent with site plan review, consistent with the ratio set forth above). Unless determined otherwise based upon detailed engineering and analysis, it is contemplated that the construction of new wetland for mitigation purposes may be in the Permanent Preserve, and 2.87 acres of mitigated wetlands shall be on the Property.

GENERAL TERMS OF JUDGMENT

21. Development and use of the Property shall be in conformance with all applicable laws, ordinances and regulations, provided, however, where the express terms of this Consent Judgment deviate from City Ordinance, the terms of this Judgment shall govern.
22. The parties will deal with one another, and shall make all filings and take all actions in the spirit of good faith and timeliness.
23. The terms of this Judgment may be amended, changed, or modified, only by written consent and agreement of both parties, unless otherwise specified herein. No waiver of any provision of this Judgment shall be valid unless in writing.
24. This Judgment is declared to be in recordable form and the obligations contained herein relative to the Property are declared to be covenants running with the land and the Oakland County Register of Deeds is hereby ordered to record a true copy of this Judgment.

25. The Developer shall maintain, repair and preserve all common areas, landscaping, signage, open spaces, natural feature areas, wetlands, woodlands, habitat areas, privately owned detention and drainage facilities, and any other commonly owned improvements on the Property. Such maintenance, repair and preservation shall be undertaken with prudent practices. If the Developer shall at any time fail to carry out one or more responsibilities or obligations relative to maintenance, repair and/or preservation, the City shall have the right to serve written notice upon the Developer, setting forth the deficiencies in maintenance, repair and/or preservation. The notice may also set forth a demand that such deficiencies be cured within a stated reasonable period of time, and further state a date, time and place of hearing before the City Council or other board, body or official delegated by the City Council, for the purpose of allowing the Developer to be heard as to why the City should not proceed with the maintenance, repairs and/or preservation not undertaken. At the hearing, the City may take action to extend the time for curing the deficiencies, and the date of the hearing may itself be extended and/or continued to a date certain. If, following the hearing, the City shall determine that the maintenance, repairs and/or preservation have not been completed within the time specified in the notice, as such time may have been extended by the City, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents and/or contractors to enter upon the Property, and perform such maintenance, repairs and/or preservation as found by the City to be appropriate. The cost and expense of making and financing such maintenance, repairs and/or preservation, including

the cost of all notices and hearing, including reasonable attorneys' fees, plus a reasonable administrative fee, shall be paid by the Developer, and such amounts shall constitute a lien on all taxable portions of the Property. The Township may require the payment of such moneys prior to the commencement of any work.

If such costs and expenses have not been paid within thirty (30) days of a billing to the Developer or successor owners, all unpaid amounts may be placed on the delinquent tax roll of the City as regards the taxable portions of the Property (allocated among any privately owned parcels based upon assessed value), and shall accrue interest and penalties, and shall be collected in the manner made and provided for the collection of delinquent real property taxes in the City. Any failure or delay by the City to enforce any provision of this provision shall in no event be deemed or construed, or otherwise relied upon, as a waiver or estoppel of the right to eventually pursue and insist upon strict enforcement. In all instances in which the City is authorized to pursue maintenance, repairs and/or preservation, as provided above, the City, and its agents and contractors, shall be permitted, and are hereby granted authority, to enter upon all portions of the Property reasonably necessary or appropriate for the purpose of inspecting and/or completing the respective work.

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

RAE LEE CHABOT
CIRCUIT JUDGE

HONORABLE RAE LEE CHABOT


Approved as to Form and Substance:



Teresa S. Decker, Attorney for Plaintiff



George M. DeGrood III, Attorney for Defendant

A TRUE COPY
G. WILLIAM CADDELL
Oakland County Clerk - Registrar of Deeds
By 

305934_1

EXHIBIT A

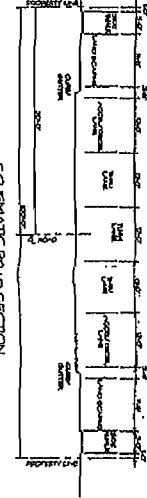
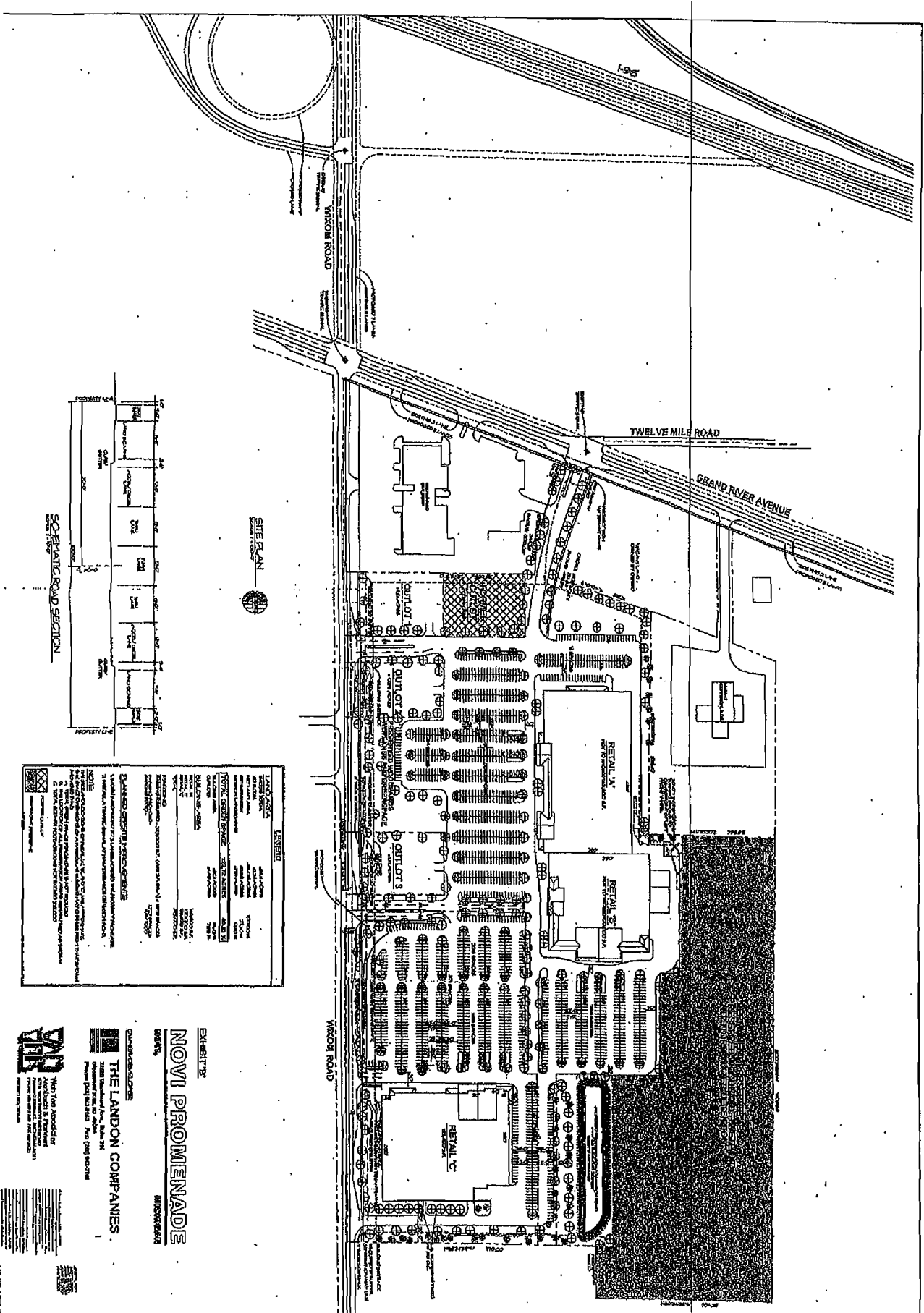
a part of the NW 1/4 of Section 17, T.1N., R.8E., City of Novi, Oakland County, Michigan, being part of parcel 22-17-101-018, more particularly described as follows:

All that part of the following described parcel lying southerly of a line 370 feet southerly of, parallel with and at right angles to the South R.O.W. line of Grand River Avenue, said line being the south line of the existing B-3 zoning.

Beginning at a point on the west line of Section 17 (nominal C/L of Wixom Road) said point being $S00^{\circ}19'49''E$ 440.00 feet from the NW corner of Section 17; thence $N90^{\circ}01'00''E$ 592.55 feet; thence Northeasterly along the arc of a curve to the right 245.35 feet, said curve having a radius of 800.00 feet, a central angle of $17^{\circ}34'19''$ and a chord bearing and distance of $N11^{\circ}02'37''E$ 244.39 feet; thence $N19^{\circ}49'46''E$ 104.27 feet to the southerly right-of-way line of Grand River Ave.; thence $S70^{\circ}10'14''E$ 530.19 feet along said right-of-way line; thence $S00^{\circ}36'58''W$ 350.00 feet; thence $N70^{\circ}10'14''W$ 223.52 feet; thence $S00^{\circ}36'58''W$ 679.38 feet; thence $S89^{\circ}23'02''E$ 399.93 feet; thence $S00^{\circ}36'58''W$ 1409.58 feet to the E-W 1/4 line of Section 17; thence $N89^{\circ}34'38''W$ 554.26 feet along said E-W 1/4 line; thence $N00^{\circ}19'49''W$ 156.00 feet; thence $N89^{\circ}34'38''W$ 770.00 feet to the West line of Section 17 (nominal C/L of Wixom Road); thence $N00^{\circ}19'49''W$ 2043.45 feet along said West line to the point of beginning.

EXHIBIT B

Received for Filing Oakland County Clerk JUN 23 2015 JUN 23 PM 01:19



LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
⊕	ASBESTOS	⊗	EXISTING UTILITY
⊙	SEWER	⊠	CONCRETE
⊚	WATER	⊡	WOOD
⊛	STEEL	⊢	GLASS
⊜	ALUMINUM	⊣	METAL SHEET
⊝	BRICK	⊤	PLASTER
⊞	MASONRY	⊥	ROOF
⊟	FOUNDATION	⊦	EIF BEAM
⊠	CONCRETE	⊧	EIF JOIST
⊡	WOOD	⊨	EIF RIB
⊢	GLASS	⊩	EIF PANEL
⊣	METAL SHEET	⊪	EIF SLAB
⊤	PLASTER	⊫	EIF WALL
⊥	ROOF	⊬	EIF CEILING
⊦	EIF BEAM	⊭	EIF FLOOR
⊧	EIF JOIST	⊮	EIF PARTITION
⊨	EIF RIB	⊯	EIF CURTAIN WALL
⊩	EIF PANEL	⊰	EIF WINDOW
⊪	EIF SLAB	⊱	EIF DOOR
⊫	EIF WALL	⊲	EIF TRANSOM
⊬	EIF CEILING	⊳	EIF TRANSOM
⊭	EIF FLOOR	⊴	EIF TRANSOM
⊮	EIF PARTITION	⊵	EIF TRANSOM
⊯	EIF CURTAIN WALL	⊶	EIF TRANSOM
⊰	EIF WINDOW	⊷	EIF TRANSOM
⊱	EIF DOOR	⊸	EIF TRANSOM
⊲	EIF TRANSOM	⊹	EIF TRANSOM
⊳	EIF TRANSOM	⊺	EIF TRANSOM
⊴	EIF TRANSOM	⊻	EIF TRANSOM
⊵	EIF TRANSOM	⊼	EIF TRANSOM
⊶	EIF TRANSOM	⊽	EIF TRANSOM
⊷	EIF TRANSOM	⊾	EIF TRANSOM
⊸	EIF TRANSOM	⊿	EIF TRANSOM
⊹	EIF TRANSOM	Ⓚ	EIF TRANSOM
⊺	EIF TRANSOM	Ⓛ	EIF TRANSOM
⊻	EIF TRANSOM	Ⓜ	EIF TRANSOM
⊼	EIF TRANSOM	Ⓨ	EIF TRANSOM
⊽	EIF TRANSOM	Ⓩ	EIF TRANSOM
⊾	EIF TRANSOM	ⓐ	EIF TRANSOM
⊿	EIF TRANSOM	ⓑ	EIF TRANSOM
Ⓚ	EIF TRANSOM	ⓓ	EIF TRANSOM
Ⓛ	EIF TRANSOM	ⓔ	EIF TRANSOM
Ⓜ	EIF TRANSOM	ⓖ	EIF TRANSOM
Ⓨ	EIF TRANSOM	ⓗ	EIF TRANSOM
Ⓩ	EIF TRANSOM	ⓙ	EIF TRANSOM
ⓐ	EIF TRANSOM	ⓛ	EIF TRANSOM
ⓑ	EIF TRANSOM	ⓝ	EIF TRANSOM
ⓓ	EIF TRANSOM	ⓞ	EIF TRANSOM
ⓔ	EIF TRANSOM	ⓞ	EIF TRANSOM
ⓖ	EIF TRANSOM	ⓞ	EIF TRANSOM
ⓗ	EIF TRANSOM	ⓞ	EIF TRANSOM
ⓙ	EIF TRANSOM	ⓞ	EIF TRANSOM
ⓛ	EIF TRANSOM	ⓞ	EIF TRANSOM
ⓝ	EIF TRANSOM	ⓞ	EIF TRANSOM
ⓞ	EIF TRANSOM	ⓞ	EIF TRANSOM

NOVI PROMENADE

NOVI, MI 48240

NOVI TOWN CENTER

NOVI, MI 48240

NOVI TOWN CENTER

NOVI, MI 48240

NOVI TOWN CENTER

NOVI, MI 48240

NOVI TOWN CENTER

NOVI, MI 48240

NOVI TOWN CENTER

NOVI, MI 48240

NOVI TOWN CENTER

NOVI, MI 48240

THE LANDON COMPANIES

2000 Woodward Ave., Suite 200
Farmington Hills, MI 48334
Phone: 248-865-1000
Fax: 248-865-1001

EXHIBITS

NOVI PROMENADE

UNDERGROUND

THE LANDON COMPANIES

2000 Woodward Ave., Suite 200
Farmington Hills, MI 48334
Phone: 248-865-1000
Fax: 248-865-1001

NOVI PROMENADE

NOVI, MI 48240

NOVI TOWN CENTER

NOVI, MI 48240

NOVI TOWN CENTER

NOVI, MI 48240

NOVI TOWN CENTER

NOVI, MI 48240

NOVI TOWN CENTER

NOVI, MI 48240

NOVI TOWN CENTER

NOVI, MI 48240

EXHIBIT C

CONSERVATION EASEMENT

NOVI EQUITIES LIMITED PARTNERSHIP, the "Owner", whose address is _____, hereby, reserves, conveys, excepts and grants the following Conservation Easement pursuant to and in accordance with MCL 324.2140, and consistent with the Article IV, Section 52 of the Michigan Constitution of 1963 and the Consent Judgment in Oakland County Circuit Court case no. 00-021096-CZ (the "Consent Judgment"). This Conservation Easement shall run with the land described on attached and incorporated Exhibit A (the "Land"); Owner represents that it is the current owner of the Land, and that this Conservation Easement shall be binding upon the Owner, and all successors, assigns and transferees of the Owner. The Conservation Easement is granted to, and shall be for the benefit of the City of Novi, Oakland County, Michigan ("City"), on behalf of the public.

This Conservation Easement shall require preservation, maintenance and protection, in perpetuity, of the Land in its undisturbed natural condition, unless caused by act of God or authorized by permit from the City, and, when appropriate, permit from the Michigan Department of Natural Resources or other governmental agency. This Conservation Easement further requires the following:

- a. Any construction, improvement, and/or alteration of the Land, directly or indirectly, shall be undertaken in a manner approved in advance, in writing, by the City, and, if required, by Michigan Department of Natural Resources, or other appropriate governmental agency.
- b. No building or structure, or extension of a building or structure shall be placed or constructed in or on the Land, except as expressly approved by or under the Consent Judgment.
- c. Except for the activities which have been expressly authorized by City permit, or by the Consent Judgment (which may require a permit) there shall be no disturbance of the Land, including depositing or permitting deposit of fill materials; dredging; removing or permitting the removal of soil or minerals; constructing, operating, or maintaining any use or development; and or cutting or removing any natural vegetation from the Land.

Conservation Easement

Page -2-

- d. Wooded open space areas shall be left in their natural, undeveloped state, unless otherwise approved by City permit or by the Consent Judgment (which may require a permit).

This Conservation Easement shall be subject to City enforcement. The Owner shall have the responsibility, at its expense, to preserve and maintain (which shall include restoration, where needed) the Land consistent with this Conservation Easement. The Owner shall establish a regular and systematic program to ensure maintenance and preservation of the Land, and the City shall have the right to enter upon the Land at reasonable times to monitor compliance with this Conservation Easement, provided, the general public is not granted any right under this Conservation Easement. In the event that the Owner shall at any time fail to carry out the responsibilities specified above, the City shall have the right to serve written notice upon the Owner, setting forth the deficiencies in maintenance and/or preservation. The notice may also set forth a demand that such deficiencies be cured within a stated reasonable period of time, and further state a date, time and place of hearing before the City Council or other board, body or official delegated by the City Council, for the purpose of allowing the Owner to be heard as to why the City should not proceed with the maintenance and/or preservation not undertaken. At the hearing, the City may take action to extend the time for curing the deficiencies, and the date of the hearing may itself be extended and/or continued to a date certain. If, following the hearing, the City shall determine that the maintenance, and/or preservation have not been completed within the time specified in the notice, as such time may have been extended by the City, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents and/or contractors to enter upon the Property, and perform such maintenance and/or preservation as found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of all notices and hearing, including reasonable attorneys' fees, plus a reasonable administrative fee, shall be paid by the Owner, and such amounts shall constitute a lien on all taxable portions of the Property. The Township may require the payment of such moneys prior to the commencement of any work. If such costs and expenses have not been paid within thirty (30) days of a billing to the Owner or successor owners, all unpaid amounts may be placed on the delinquent tax roll of the City as regards the taxable portions of the Property (allocated among any privately owned parcels based upon assessed value), and shall accrue interest and penalties, and shall be collected in the manner made and provided for the collection of delinquent real property taxes in the City. Any failure or delay by the City to enforce any provision of this Conservation Easement shall in no event be deemed or construed, or otherwise relied upon, as a waiver or estoppel of the right to eventually pursue and insist upon strict enforcement. In all instances in which the City is authorized to pursue maintenance and/or preservation, as provided above, the City, and its agents and contractors, shall be permitted, and are hereby granted authority, to enter upon all portions of the Property reasonably necessary or appropriate for the purpose of inspecting and/or completing the respective work.

The rights granted in this Conservation Easement shall be to the City, and shall not otherwise grant any rights to the general public.

Conservation Easement
Page -3-

The terms of this Conservation Easement may be amended, changed, or modified only by written consent and agreement of Owner and the City.

In presence of: NOVI EQUITIES LIMITED PARTNERSHIP

_____ By: _____

_____ Its _____

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

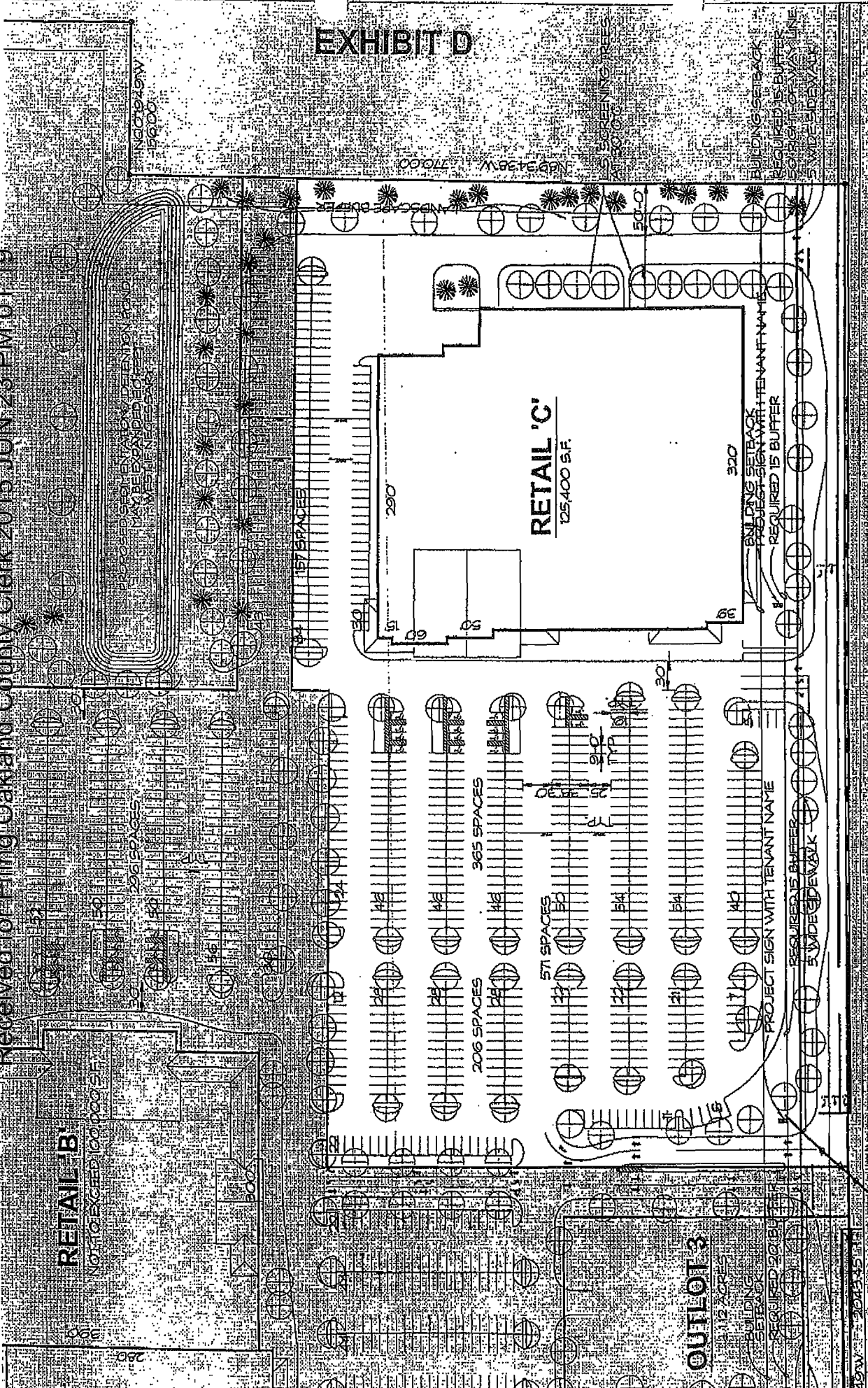
On this ____ day of _____ 2001, before me, a Notary public in and for said County, personally appeared _____, personally known, who being duly sworn, and representing that he/she had full authority to do so, did say that he/she is the _____ of the Novi Equities Limited Partnership, and that the said instrument represents the free act and deed of the said partnership.

Notary Public, _____
Oakland County, Michigan
My commission expires: _____

Prepared By and After Recording Return To:
Gerald A. Fisher, Esquire
SECRET, WARDLE, LYNCH,
HAMPTON, TRUEX AND MORLEY
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
(248) 851-9500

Received for Filing Oakland County Clerk 2015 JUN 23 PM 01:19

EXHIBIT D



NOVI PROMENADE

WIXOM ROAD

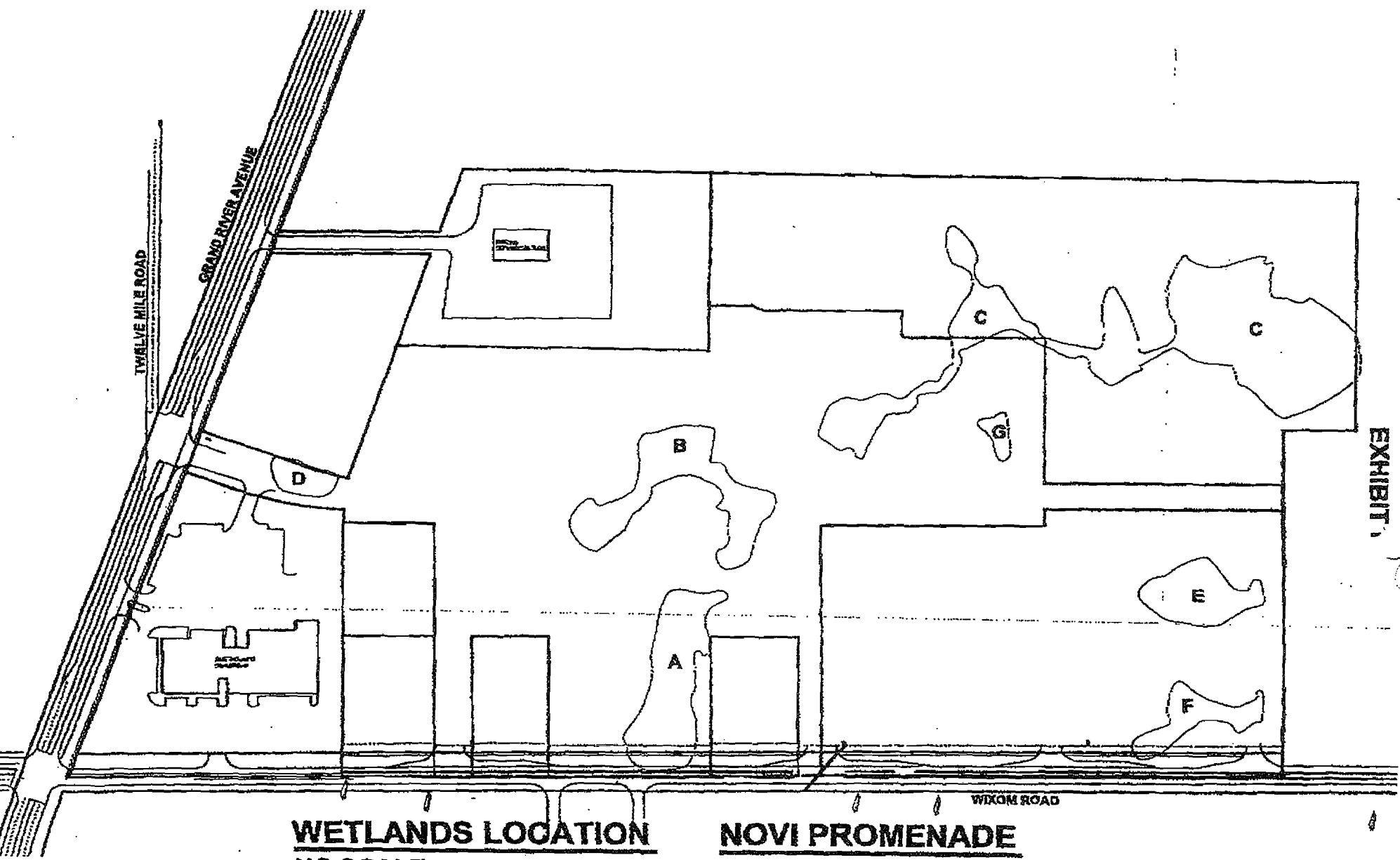
NOVI, MICHIGAN

NO SCALE

NOTE: 1. All notes and references shall be part of Phase 1. 2. Phase 1 shall be part of Phase 1. 3. Phase 1 shall be part of Phase 1.

PROPOSED TRAFFIC SIGNAL

PHASE 1 SITE PLAN



WETLANDS LOCATION
NO SCALE

NOVI PROMENADE
NOVI MICHIGAN

EXHIBIT

TAB 2

Novi Promenade

Current Property Owners



Map Author: Kristen Ruppel
Date: 02-18-15
Project: Novi Promenade
Version: 1.11

NOVI PLANNING DIVISION

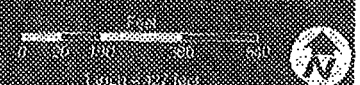
Map information provided is for informational purposes only. It is not intended to be used as a legal document. The City of Novi is not responsible for any errors or omissions. For more information, please contact the Planning Division at 48375 W. Van Mile Rd., Novi, MI 48376, or visit our website at cityofnovi.org.

Map Legend

	Future Grand Promenade Retail
	Citizens Bank
	Varsity Display Lot
	Sam's Club
	Vacant
	Huntington Bank
	Remaining Novi Promenade Piece



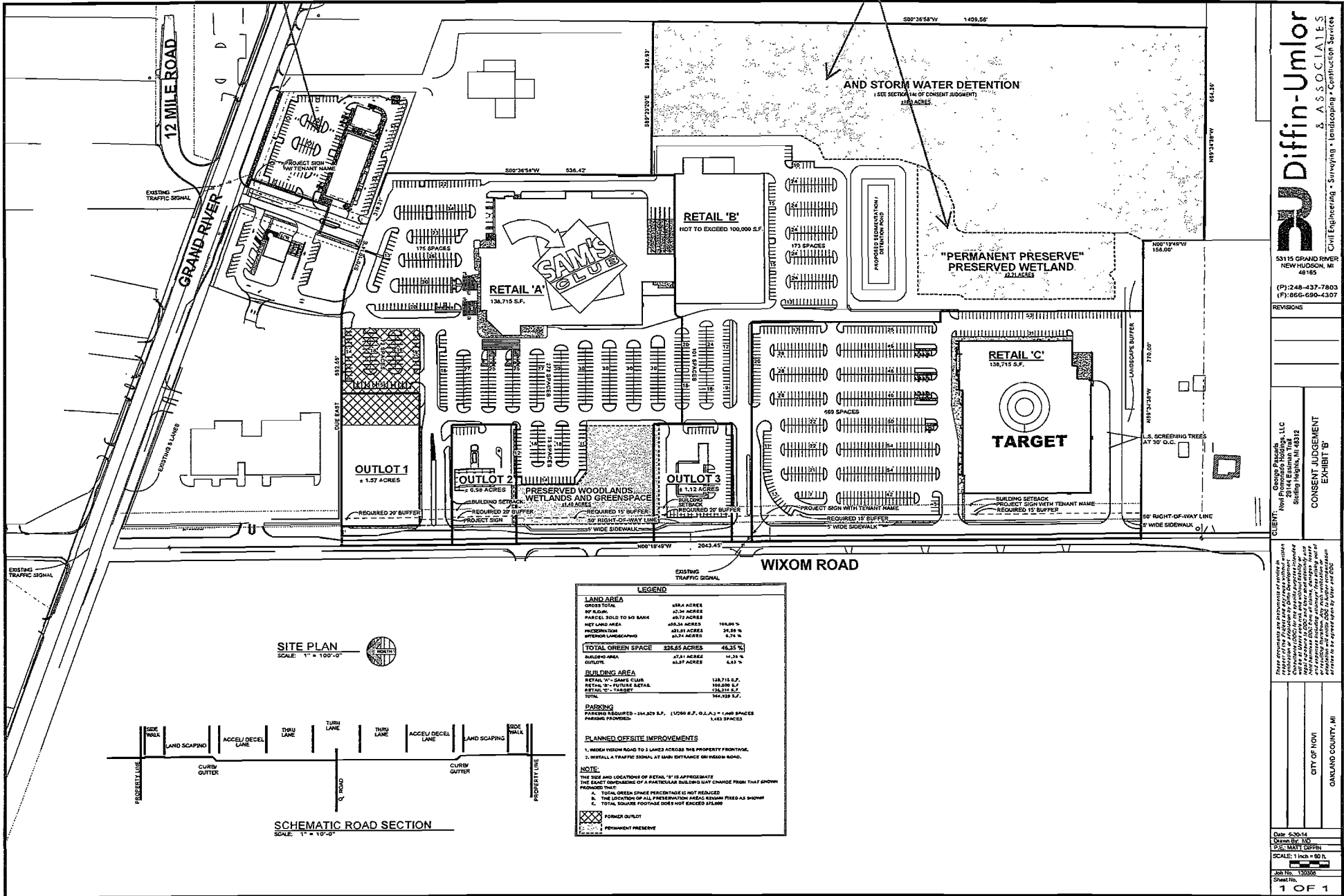
City of Novi
Planning Division
Community Development
48375 W. Van Mile Rd.
Novi, MI 48376
cityofnovi.org



TAB 3

"Grand Promenade" 11,970 sq. ft. retail space with drive-thru restaurant

"Novi Promenade" Relocate detention pond and construct 2 acres of wetland mitigation



RJ Diffin-Umlor
A S S C I A L E S
Civil Engineering • Surveying • Landscaping • Construction Services

53115 GRAND RIVER
NEW HUDSON, MI 48165
(P) 248-437-7803
(F) 866-630-4307

REVISIONS

CLIENT: Grand Promenade, LLC
28114 E Main Trail
Sterling Heights, MI 48312
CONSENT JUDGEMENT
EXHIBIT 'B'

These drawings are the property of the author and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the author. The author shall not be liable for any damages, including consequential damages, arising from the use of these drawings. The user of these drawings shall be deemed to have accepted the terms and conditions of this agreement.

CITY OF NOVI
OAKLAND COUNTY, MI
Date: 6-30-14
Drawn By: JDO
Check: MARY GOSSEL
SCALE: 1 Inch = 80 Ft.
Sheet No: 130386
1 OF 1