



# CITY of NOVI CITY COUNCIL

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**Agenda Item F  
May 14, 2007**

**SUBJECT:** Approval of adopting resolution declaring Wildlife Woods Planned Rezoning Overlay (PRO) agreement null and void, at the developers' request, and confirming the retention of the existing zoning on the affected properties, located on Wixom Road south of Grand River Avenue in Section 17.

**SUBMITTING DEPARTMENT:** Community Development - *Paul* Planning

### BACKGROUND INFORMATION:

The Wildlife Woods Planned Rezoning Overlay (PRO) is a residential development proposed to be located on the east side Wixom Road, south of Promenade Plaza. The development was proposed as a part of a Planned Rezoning Overlay, associated with Zoning Map Amendment 18.647. With the removal of the Profile Steel building, the property could accommodate a duplex residential development of 156 units. Conceptual approval of the condominium development was granted by the City Council on December 5, 2005. City Council approved the PRO Agreement at a meeting on March 20, 2006. The developer submitted a Preliminary Site Plan in the summer of 2006. At that time, the applicant noted that the approved PRO Agreement had not yet been signed and submitted to the Clerk's Office for recording.

Although the signed Agreement was later submitted to the Clerk's office, the applicant, Mr. Steve Schafer, requested that the Clerk's office hold off in recording the document so that certain issues could be resolved with the parties involved. In early February, the Planning Department sent a letter inquiring about the status of the project. The applicant's attorney responded that Mr. Schafer no longer has an interest in the property, and Mr. Schafer does not want or authorize the recording of the PRO Agreement. The City Attorney's office previously provided correspondence to the City Council dated February 21, 2007.

The City Attorney's office has now prepared the attached resolution to declare the Wildlife Woods Condominium Planned Rezoning Overlay Agreement null and void. If the City Council adopts this resolution, it will be recorded at Oakland County and will clearly indicate that the property will revert to the "original" zoning classifications of R-1, One Family Residential, I-1, Light Industrial and I-2, General Industrial. The RT zoning anticipated with the previous requests and City Council actions will not be associated with this property. The Planning Division has notified the property owners and representatives that this matter would be on the City Council agenda for Monday, May 14<sup>th</sup>.

**RECOMMENDED ACTION:** Adoption of resolution declaring Wildlife Woods Planned Rezoning Overlay (PRO) agreement null and void, at the developers' request, and confirming the retention of the existing zoning on the affected properties, located on Wixom Road south of Grand River Avenue in Section 17.

	1	2	Y	N
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Capello</b>				
<b>Council Member Gatt</b>				
<b>Council Member Margolis</b>				

	1	2	Y	N
<b>Council Member Mutch</b>				
<b>Council Member Nagy</b>				
<b>Council Member Paul</b>				

**SUGGESTED RESOLUTION**

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

**RESOLUTION DECLARING WILDLIFE WOODS CONDOMINIUM PLANNED  
REZONING OVERLAY AGREEMENT NULL AND VOID**

Minutes of a \_\_\_\_\_ meeting of the City Council of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on \_\_\_\_\_, at o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers \_\_\_\_\_

\_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

\_\_\_\_\_

The following preamble and Resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

WHEREAS, the City of Novi on March 20, 2006, approved a Planned Rezoning Overlay Agreement with certain fee owners of the various parcels of property making up the "Land" described herein after following and completing the process set forth in Section 3401 *et seq.* of the City of Novi Zoning Ordinance; and

WHEREAS, the approval conditionally reclassified the Land from the existing R-1, I-1, and I-2 zoning classifications to the RT, Two-Family Residential, classification; and

WHEREAS, under Section 3402.H of the Zoning Ordinance the Agreement is required to be recorded at the Oakland County Register of Deeds in order to be fully and finally effective; and

WHEREAS, because the Agreement has been duly signed by all necessary parties the City Council has the right to record said Agreement as executed; and

WHEREAS, under the Agreement the Land was to be acquired by Schafer Development, LLC from the owners for purposes of improving and using the Land for an attached two-family residential condominium community then to be known as Wildlife Woods Condominiums; and

WHEREAS, the Land was in fact not acquired by Schafer Development, who has now notified the City of Novi by correspondence dated February 9, 2007 that it no longer intends to pursue the development as proposed, and further requests the Agreement not be recorded or given effect and that the Agreement be instead declared null and void and the proceedings to complete the rezoning be ceased; and

WHEREAS, the City Council of the City of Novi has determined that it is in the best interests of the City to grant the request of Schafer Development to render null and void and not record the Agreement, thereby ending the Planned Rezoning Overlay process and retaining the existing zoning classifications of the Land, R-1, I-1, and I-2.

NOW, THEREFORE, BE IT RESOLVED that the WILDLIFE WOODS CONDOMINIUM PLANNED REZONING OVERLAY AGREEMENT dated August 14, 2006 (as approved on March 20, 2006) concerning the following Land, is declared NULL AND VOID and shall not be recorded with the Oakland County Register of Deeds:

Parcel No. 22-17-300-013 – Existing Zoning: I-1 and I-2

A part of the Southwest ¼ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the Southwest corner of said Section 17, thence North 01 degrees 03 minutes 30 seconds West, 2010.00 feet along the westerly line of said Section 17 to the Point of Beginning, thence continuing North 01 degrees 03 minutes 30 seconds West, 117.64 feet along said westerly Section line; thence North 89 degrees 39 minutes 40 seconds East, 1665.34 feet; thence South 00 degrees 07 minutes 10 seconds West, 627.61 feet; thence South 89 degrees 39 minutes 40 seconds West, 2422.44 feet to the Point of Beginning.

Parcel No. 22-17-300-018 [Wizinsky/Boynton Remainder Parcel] – Existing Zoning: R-1

A part of the West 2 of Section 17, T-1-N, R-8-E, City of Novi, Oakland County, Michigan being more particularly described as beginning at the West corner of said Section 17, thence N 00°19'49" W 156.00 feet along the West line said Section 17 and following the centerline of Wixom Road; thence S 89°34'38" E 287.22 feet; thence S 00°25'22" W 295.49 feet; thence S 39°18'36" W 70.15 feet; thence along a curve to the left 193.67 feet, said curve having a radius 280.00 feet, a central angle of 39°37'50" and a long chord bearing of N 70°30'19" W 189.83 feet; thence S 89°40'46" W 60.18 feet to a point on the West line of said Section 17 said point also being on the centerline of Wixom Road; thence along the West line of said Section 17 and following the centerline of said Wixom Road N 00°19'14" W 132.86 feet to the point of beginning. Containing 2.00 acres. Subject to the rights of the public in Wixom Road. Also subject to any easements or restrictions of record, if any.

Parcel No. 22-17-300-019 – Existing Zoning: R-1

A part of the Northwest ¼ and Southwest ¼ of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the West ¼ corner of said Section 17; thence South 00 degrees 19 minutes 14 seconds East, 119.02 feet, along the West line of said Section 17 and the centerline of Wixom Road, to the Point of Beginning; thence South 89 degrees 34 minutes 38 seconds East, 475.20 feet; thence North 00 degrees 19 minutes 14 seconds West 275.02 feet; thence South 89 degrees 34 minutes 38 seconds East, 294.77 feet; thence South 00 degrees 19 minutes 49 seconds East, 156.00 feet, to the East and West ¼ line of said Section 17, (said point being North 89 degrees 34 minutes 38 seconds West, 1899.95 feet from the center of said Section 17); thence South 00 degrees 19 minutes 14 seconds East, 510.00 feet; thence North 89 degrees 34 minutes 38 seconds West, 770.00 feet, to the West line of said Section 17 and the centerline of said Wixom Road, (said point being North 00 degrees 19 minutes 14 seconds West, 2128.71 feet from the Southwest corner of said Section 17); thence North 00 degrees 19 minutes 14 seconds West, 390.98 feet, along the West line of said section 17 and the centerline of said Wixom Road, to the Point of Beginning.

BE IT FURTHER RESOLVED that the City Council declares that the Existing Zoning classifications of the Land, R-1, I-1, and I-2 as shown on Attachment A incorporated herein, shall be and remain in full force and effect and that all necessary actions (if any) shall be taken to reflect such Existing Zoning classifications on the official maps and records of the City.

AYES: Councilmembers \_\_\_\_\_

\_\_\_\_\_

NAYES: Councilmembers \_\_\_\_\_

\_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
MARYANNE CORNELIUS, CITY CLERK

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at \_\_\_\_\_ meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
MARYANNE CORNELIUS, CITY CLERK

926351

**PRO AGREEMENT**

**PLANNED REZONING OVERLAY (PRO) AGREEMENT**  
**WILDLIFE WOODS CONDOMINIUMS**

**AGREEMENT**, by and between Schafer Development, LLC (“Schafer”), a Michigan Limited Liability Company whose address is 25800 Northwestern Highway, Suite 720, Southfield, Michigan; Novi Properties, Inc. (“Novi Properties”), a Michigan Corporation whose address is c/o Dean Yost, CPA, Ciulla, Smith, and Dale, 17177 North Laurel Park Drive, Livonia, Michigan, 48374; Karl Wizinsky and Marcia Boynton (“the Wizinskis”), husband and wife, whose address is 26850 Wixom Road, Novi, MI 48374; Woodside Investment Property, LLC (“Woodside”), a Michigan limited liability company whose address is 26850 Wixom Road, Novi, MI 48374; and Baxter Investment Property, LLC (Baxter”), a Michigan limited liability company whose address is 26850 Wixom Road, Novi, MI 48374 (together referred to as “**Owner**”); and the City of Novi, 45175 West Ten Mile Road, Novi, MI 48375-3024 (“**City**”).

**RECITATIONS:**

- I. Novi Properties, the Wizinskis, Woodside, and Baxter are the fee owners of the “Land” described on **Exhibit A**, attached and incorporated herein. Schafer is the contract purchaser of the Land from Novi Properties, the Wizinskis, Woodside, and Baxter. Together, Novi Properties, the Wizinskis, Woodside, Baxter, and Schafer own and/or control all interest in and to the Land.
  
- II. For purposes of improving and using the Land for an attached two-family residential condominium community consisting of no more than 158 units, to be marketed and made available as “for sale” units intended for separate, private ownership with regard to each and every condominium unit, rather than rent or lease by Owner or its successor-in-interest to the development (as opposed to any individual unit owner), Owner petitioned the City for an amendment of the Zoning Ordinance, as amended, so as to reclassify the Land from I-1, Light Industrial, I-2, Heavy Industrial, and R-1, One-Family Residential to RT, Two-Family Residential. The I-1, I-2, and R-1 classifications shall be referred to as the “**Existing classification**” and RT shall be referred to as the “**Proposed Classification.**”



- III. The Proposed Classification would provide the Owner with certain material development options not available under the Existing Classification, and would be a distinct and material benefit and advantage to the Owner.
- IV. The City has reviewed and approved the Owner's proposed petition to amend the zoning district classification of the Land from the Existing Classification to the Proposed Classification under the terms of the Planned Rezoning Overlay (PRO) provisions of the City's Zoning Ordinance; has reviewed the Owner's proposed PRO Plan, attached hereto and incorporated herein as **Exhibit B** (the "PRO Plan"), which is a conceptual or illustrative plan for the potential development of the Land under the Proposed Classification, and not an approval to construct the proposed improvements as shown; and has further reviewed the proposal PRO conditions offered or accepted by the Owner.
- V. In proposing the Proposed Classification to the City, Owner has expressed as a firm and unalterable intent that Owner will develop and use the Land in conformance with the following undertakings by Owner, as well as the following forbearances by the Owner (each and every one of such undertakings and forbearances shall together be referred to as the "Undertakings"):
  - A. Owner shall develop and use the Land (except the Wizinsky/Boynton remainder parcel, addressed below in paragraph 6) solely for an attached two-family residential condominium community of no more than 158 units, to the extent permitted under the Proposed Classification, all of which such units are to be marketed and available as "for sale" units intended for separate, private ownership with regard to each and every condominium unit, rather than for rent or lease by Owner or its successor-in-interest to the development (as opposed to any individual unit owner). Owner shall forbear from developing and/or using the Land in any manner other than as authorized and/or limited by this Agreement.
  - B. Owner shall develop the Land in accordance with all applicable laws and regulations, and with all applicable ordinances, including all applicable height, area, and bulk requirements of the Zoning Ordinance as relates to the Proposed Classification. The PRO Plan is acknowledged by both the City and Owner to be a conceptual plan for the purpose of depicting the general area contemplated for development. However, no deviations from the provisions of the City's ordinances, rules, or regulations depicted in the PRO Plan are approved by virtue of this Agreement, and the attachment of the conceptual PRO Plan to this Agreement shall not be construed as granting the Owner the right to construct the improvements as shown in the Plan. The Owner's right to develop a residential condominium community under the requirements of the Proposed Classification shall be subject to and in accordance with all applications, reviews, approvals, permits, and authorizations required under applicable laws, ordinances, and regulations, including, but not limited to, site plan

approval, storm water management plan approval, woodlands and wetlands permits, façade approval, landscape approval, and engineering plan approval, except as expressly provided in this Agreement.

- C. In addition to any other ordinance requirements, and in recognition of the substantial natural features on the Land, Owner shall seek, obtain approval for, and use best management practices and efforts with respect to all wetland, storm water and soil erosion requirements and measures throughout the site during the design and construction phases, and subsequent use, of the development contemplated in the Proposed Classification.
- D. The Land (except the Wizinsky/Boynton parcel, addressed below in paragraph 6) shall be improved as a residential condominium development. Owner shall market the condominium units on the Land for use by residents for separate, private ownership with regard to each and every condominium unit.
- E. The following PRO Conditions shall apply to the Land and/or be undertaken by Owner:
  - 1. As shown on Exhibit B the installation of a sidewalk on Wixom Road beginning at the northerly property line of the remainder Wizinsky/Boynton parcel that is not to be included in the condominium development (Parcel No. 22-17-300-018), extending south across the frontage of condominium development, and continuing from the southerly boundary line of the condominium development across the adjacent properties to connect with the sidewalk located on the Novi Schools' property to the south.
  - 2. As shown on the attached Exhibit B, in connection with the extension of the roadway to the Providence Hospital Ring Road, Owner shall extend the sidewalk approximately 250 linear feet from the easterly boundary of the condominium development through the ITC utility easement and then onto the Providence Hospital site to connect with the hospital's proposed walkway system. Owner shall be responsible for securing all appropriate easements for such extension, which shall be completed no later than six (6) months following construction of the hospital's proposed walkway. Owner shall provide the easements in a form acceptable to the City at the time of final site plan approval, and shall submit a performance guarantee acceptable to the City for the construction of the sidewalk.
  - 3. As shown on the attached Exhibit B, construction of an 8' asphalt pathway from the southerly boundary of the condominium development through the Wildlife Woods Park property to the parking area on the Novi Schools' property.

4. Construction of a park entry sign at the southerly entrance of the park in a location to be determined by the City, which such sign will measure 6 feet long by 4 feet high by 2 inches thick (and no more than five (5) feet above grade) and will state "Wildlife Woods Park, City of Novi Parks, Recreation, and Forestry."
5. Construction of additional park entry sign, with the same wording, to be placed at the north entrance of the park adjacent to the condominiums 48 inches long by 32 inches high by 2 inches thick, as approved by the Director of Parks, Recreation, and Forestry.
6. Provision and placement, as determined and directed by the City of topsoil and seed on the three sports field areas and the installation of an underground irrigation system as set forth in Exhibit B. Owner shall connect the irrigation system to the City water supply located at the sports shelter identified on Exhibit B.
7. Installation of three 8' benches as indicated in Exhibit B, the composition, type, and location to be specified by the City in its reasonable discretion (the existing black benches located at City Hall being a model of the parties' general intention in this regard).
8. Construction of all required road improvements on Wixom Road, as determined by the City at the time of site plan review.
9. All of the work to be performed within the City's Wildlife Woods Park shall be completed not later than December 31, 2007. Owner shall not incur any application or inspection fees for the work performed within the City Park.
10. The landscaping as shown on the attached Exhibit B shall be the minimum provided for the condominium development, as finally determined by the City at the time of site plan review.
11. At the time of final site plan approval, Owner will provide a warranty deed for the donation of the additional 27 feet of planned right-of-way for Wixom Road across the entire frontage of the Land (parcel nos. 22-17-300-013, 22-17-300-018, and 22-17-300-019).

***NOW, THEREFORE, IT IS AGREED AS FOLLOWS:***

1. Upon the Proposed Classification becoming final following entry into this Agreement:
  - a. The Undertakings shall be carried out by Owner on and for the Land;
  - b. Owner shall act in conformance with the Undertakings;
  - c. The Owner shall forbear from acting in a manner inconsistent with the Undertakings; and

- d. The Owner shall commence and complete all actions necessary to carry out all of the PRO Conditions.
2. In the event Owner attempts to or proceeds with actions to complete improvement of the Land in any manner other than a residential condominium development of no greater than 158 units, all of which are to be marketed and available as "for sale" units intended for separate, private ownership with regard to each and every condominium unit, rather than for rent or lease by Owner or its successor-in-interest to the development (as opposed to any individual unit owner), or to rent or lease condominium units on the Land, rather than market the condominium units on the Land for use by residents for separate, private ownership with regard to each and every condominium unit, the City shall be authorized to revoke all outstanding building permits and certificates of occupancy issued for condominium units on the Land until such time as reasonable and adequate assurances are made that each condominium unit will be marketed and occupied for separate, private ownership, and that there are no outstanding leases from Owner to residents of units on the Land, and that there is no program of rental of units on the Land. This provision shall not apply with regard to a retail consumer who has purchased a condominium unit for his or her own private occupancy.
3. Prior to the date of this Agreement, Owner presented an issue to the City relative to whether it could develop the Land under the Existing Classification with or without the Undertakings. However, Owner withdraws any and all issues or claims to such effect. It is acknowledged and agreed that the City has not required the Undertakings. The Undertakings have been voluntarily offered by Owner in order to provide an enhanced use and value of the Land, to protect the public safety and welfare, and to induce the City to rezone the Land to the Proposed Classification so as to provide material advantages and development options for the Owner.
4. All of the Undertakings represent actions, improvements, and/or forbearances that are directly beneficial to the Land and/or to the development of and/or marketing of residential units on the Land. The burden of the Undertakings on the Owner is roughly proportionate to the burdens being created by the development, and to the benefit which will accrue to the Land as a result of the requirements represented in the Undertakings.
5. In addition to the provision in Paragraph 1, above, in the event the Owner, or its respective successors, assigns, and/or transferees proceed with a proposal for, or other pursuit of, development of the Land in a manner which is in material violation of the Undertakings, the City shall, following notice and a reasonable opportunity to cure, have the right and option to take action using the procedure prescribed by law for the amendment of the Master Plan and Zoning Ordinance applicable to the Land to amend the Master Plan and zoning classifications of the Land to a reasonable classification determined appropriate by the City, and neither the Owner nor its respective successors, assigns, and/or transferees, shall

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

6. The remainder Wizinsky/Boynton property (Parcel No. 22-17-300-018) is shown on the Concept Plan as an exempted parcel. This property shall, upon entry of this Agreement, be zoned to the proposed RT classification, but it will not be part of the condominium development. The Owner’s representation that the parcel and the historic home located thereon will remain in their current state as a separate single-family residence for the foreseeable future is a significant consideration in the City’s determination to enter into this Agreement.
7. That the business currently active on Parcel No. 22-17-300-013 shall be allowed to remain and continue its current operations until the owner secures a demolition permit for the structures which house the existing business.
8. The internal road system of the development shall be private. Both the City and Owner expressly disclaim any intention for the streets to be public at any point in the future. The streets shall be built to City of Novi public road standards. Owner agrees, on its behalf and on behalf of its successors and assigns, including the successor owners of individual units within the development and any condominium association hereafter established as part of the development, to maintain the streets within the development in good condition and repair and fit for travel in a manner consistent with the standards and requirements for public residential streets within the City of Novi. At a minimum, “good condition and repair and fit for travel” shall mean assuring the continued structural integrity of the traveled portion of the roadway, repairing pot holes and cracks, assuring adequate drainage for the streets once constructed, undertaking the regular removal of snow, debris, and other obstacles, and undertaking any and all such other activities as are required to ensure that the condition and repair of the streets is comparable to the condition and repair of typical, well-maintained public streets within the City of Novi.

In the event the Owner (or its successors and assigns) fails or refuses to perform or undertake the necessary maintenance of the streets as described in the immediately preceding paragraph, the City may (but shall have no obligation or duty whatsoever to do so) enter upon the property for the purposes of bringing the streets into compliance with the obligations of this Paragraph 8. Before such entry, the City shall give thirty (30) days notice to Owner (or any known successors or assigns) of its intention to conduct a hearing at which the Owner (or any known successors/assigns) may be heard as to why the City should not proceed with the maintenance not undertaken in accordance with the foregoing.

If following the hearing the City determines that maintenance described herein has not been undertaken, or the obligations of the Owner and its successors and assigns have not been complied with, the City shall have the power and authority (but not the duty or obligation) to enter upon the property, and/or to cause its agents or contractors to enter upon the property, and to perform such maintenance and repair activities as the City deems to be appropriate. The cost and expense of such maintenance and repair activities incurred by the City, plus an administrative fee equal to twenty-five (25%) percent of all such costs and expenses incurred, shall be assessed proportionately to each unit within the development. If any such assessment is not paid within thirty (30) days of a billing by the City the assessment shall be deemed to be delinquent and shall become and constitute a lien upon each such unit. Such lien may be recorded with the Oakland County Register of Deeds. From the date of delinquency of any such assessment, interest at the highest lawful rate per annum shall be added to the delinquent balance.

9. As part of final site plan review, Owner shall submit to the City proposed covenants, restrictions and master deed/by-laws to be recorded for the development (together referred to as "Covenants and Master Deed"). The Covenants and Master Deed shall be subject to review and approval by the City Attorney as part of final site plan approval. As part of such Covenants and Master Deed, there shall be provisions obligating Owner and all future successor owners of the Land and the Association to maintain, repair, and preserve all common areas, landscaping, signage, open spaces, natural feature areas, wetlands, woodlands, habitat areas, privately owned detention and drainage facilities, temporary sanitary sewage facilities and any other common elements and improvements in and for the development. Such maintenance, repair, and preservation shall be to a high standard of care.

The Covenants and Master Deed shall additionally provide that, in the event Owner or successor owners of the Land and/or the Association shall at any time fail to carry out one or more responsibilities or obligations relative to maintenance, repair and/or preservation, the City may (but shall have no obligation or duty whatsoever to do so) enter upon the property for the purposes of determining the condition or compliance of the Land with respect to such maintenance, repair, and preservation requirements. Before such entry, the City shall give thirty (30) days notice to Owner (or any known successors or assigns) of its intention to conduct a hearing at which the Owner (or any known successors/assigns) may be heard as to why the City should not proceed with such activity.

If following the hearing the City determines that maintenance, repair, and preservation described herein has not been undertaken, or the obligations of the Owner and its successors and assigns have not been complied with, the City shall have the power and authority (but not the duty or obligation) to enter upon the property, and/or to cause its agents or contractors to enter upon the property,

and to perform such maintenance, repair, and preservation activities as the City deems to be appropriate. The cost and expense of such maintenance, repair, and preservation activities incurred by the City, plus an administrative fee equal to twenty-five (25%) percent of all such costs and expenses incurred, shall be assessed proportionately to each unit within the development. If any such assessment is not paid within thirty (30) days of a billing by the City the assessment shall be deemed to be delinquent and shall become and constitute a lien upon each such unit. Such lien may be recorded with the Oakland County Register of Deeds. From the date of delinquency of any such assessment, interest at the highest lawful rate per annum shall be added to the delinquent balance.

The City may bring an action in the Oakland County Circuit Court to collect the assessment and/or indebtedness and/or to foreclose the lien. All costs of such legal action, including actual attorney fees, shall be added to any judgment in favor of the City. Alternatively, the City may, in its discretion, place any delinquent assessment and/or indebtedness upon the City's delinquent tax roll and collect the assessment and/or indebtedness as part of, and as if the indebtedness constituted, a delinquent tax assessment, in which case all interest and penalties applicable to such delinquent tax assessment shall apply in lieu of other interest.

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

Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.

16. This Agreement may be signed in counterparts.

WITNESSES:

SCHAFFER DEVELOPMENT, LLC,  
Michigan limited liability company

Kimberly Wolfe  
Print Name: Kimberly Wolfe

By: [Signature]  
Steven Schaffer  
Its: Managing Member

[Signature]  
Print Name: Matthew C. Quinn

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

On this 14 day of JUNE, 2006, before me appeared Steven Schaffer, Managing Member of Schaffer Development, LLC, a Michigan limited liability company who states that he has signed this document of his own free will duly authorized on behalf of the company.

MATTHEW C. QUINN  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Apr. 11, 2011  
Acting in the County of OAKLAND

[Signature]  
Notary Public

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

\_\_\_\_\_  
Karl Wizinsky

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

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

\_\_\_\_\_  
Marcia Boynton

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

[Handwritten initials]



Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.

16. This Agreement may be signed in counterparts.

WITNESSES:

**SCHAFFER DEVELOPMENT, LLC,**  
Michigan limited liability company

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

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

Steven Schafer  
Its: Managing Member

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

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me appeared Steven Schafer, Managing Member of Schafer Development, LLC, a Michigan limited liability company who states that he has signed this document of his own free will duly authorized on behalf of the company.

\_\_\_\_\_  
Notary Public

KARL WIZINSKY  
Print Name:

Karl Wizinsky  
Karl Wizinsky

MARCIA BOYNTON  
Print Name:

Marcia Boynton  
Marcia Boynton

Nancy L. Ray  
Print Name: Nancy L. Ray

Chad A Brunet  
Print Name: CHAD A BRUNET

Witness:

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

NANCY L. RAY  
NOTARY PUBLIC - MICHIGAN  
LEELANAU COUNTY  
MY COMMISSION EXPIRES 06-27-2012  
ACTING IN LEELANAU COUNTY

On this 03 day of July, 2006, before me appeared Karl Wizinsky and Marcia Boynton who state that they have signed this document of their own free will.

Nancy L. Ray  
Notary Public Nancy L. Ray

WITNESSES:

Nancy L. Ray  
Print Name: Nancy L. Ray  
Chad A Brunet  
Print Name: CHAD A BRUNET

**BAXTER INVESTMENT PROPERTY, LLC,**  
Michigan limited liability company  
By: Marcia Boynton  
Marsha Boynton  
Its: Managing Member

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

NANCY L. RAY  
NOTARY PUBLIC - MICHIGAN  
LEELANAU COUNTY  
MY COMMISSION EXPIRES 06-27-2012  
ACTING IN LEELANAU COUNTY

On this 03 day of July, 2006, before me appeared Marsha Boynton, Managing Member of Baxter Investment Property, LLC, a Michigan limited liability company who states that she has signed this document of her own free will duly authorized on behalf of the company.

Nancy L. Ray  
Notary Public Nancy L. Ray

WITNESSES:

Nancy L. Ray  
Print Name: Nancy L. Ray  
Chad A Brunet  
Print Name: CHAD A BRUNET

**WOODSIDE INVESTMENT PROPERTY, LLC,**  
Michigan limited liability company  
By: Karl T. Wizinsky  
Karl T. Wizinsky  
Its: Managing Member

STATE OF MICHIGAN )

) ss.

COUNTY OF OAKLAND )

NANCY L. RAY  
NOTARY PUBLIC - MICHIGAN  
LEELANAU COUNTY  
MY COMMISSION EXPIRES 06-27-2012  
ACTING IN LEELANAU COUNTY

On this 03 day of July, 2006, before me appeared Karl T. Wizinsky, Managing Member of Woodside Investment Property, LLC, a Michigan limited liability company who states that he has signed this document of his own free will duly authorized on behalf of the company.

Nancy L. Ray  
Notary Public Nancy L. Ray

**NOVI PROPERTIES, INC.**

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

\_\_\_\_\_  
John H. Steward, II  
Its: President

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

STATE OF MICHIGAN )

) ss.

COUNTY OF OAKLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me appeared John H. Steward, II, President of Novi Properties, Inc., who stated that they had signed this document of her own free will and duly authorized on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
County, Michigan  
My commission expires:  
Acting in \_\_\_\_\_ County

**CITY OF NOVI**

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

By: \_\_\_\_\_  
David B. Landry, Mayor

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 2006, before me appeared Karl T. Wizinsky, Managing Member of Woodside Investment Property, LLC, a Michigan limited liability company who states that he has signed this document of his own free will duly authorized on behalf of the company.

\_\_\_\_\_  
Notary Public

**NOVI PROPERTIES, INC.**

Kimberly Wolfe  
Print Name: Kimberly Wolfe

[Signature]  
John H. Steward, II  
Its: President

[Signature]  
Print Name: MATTHEW C. QUINN

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

On this 12 day of June, 2006, before me appeared John H. Steward, II, President of Novi Properties, Inc., who stated that they had signed this document of her own free will and duly authorized on behalf of the corporation.

PAMELA A. MEYERS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Jun 6, 2012  
ACTING IN COUNTY OF Wayne

Pamela A. Meyers  
Notary Public  
County, Michigan  
My commission expires: 06/06/2012  
Acting in Wayne County

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

**CITY OF NOVI**  
By: [Signature]  
David B. Landry, Mayor

[Handwritten mark]

Charlene McLean  
Print Name: CHARLENE McLEAN

Maryl S. Troutman  
Print Name:

By: Maryanne Cornelius  
Maryanne Cornelius, Clerk

MARILYN S. TROUTMAN  
Print Name:

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

On this 14<sup>th</sup> day of AUGUST, 2006, before me appeared David B. Landry and Maryanne Cornelius, who stated that they had signed this document of her own free will on behalf of the City of Novi in their respective official capacities, as stated above.

Maryl S. Troutman  
Notary Public

MARILYN S. TROUTMAN  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 13, 2011  
ACTING IN COUNTY OF (OAKLAND)

Drafted by:

Matthew C. Quinn  
1026 West Eleven Mile Road  
Royal Oak, MI 48067

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

Parcel identification Nos.:   22-17-300-13  
  22-17-300-018  
  22-17-300-019

811482

## Descriptions

### Parcel No. 22-17-300-013

A part of the southwest  $\frac{1}{4}$  of section 17, T-1-N, R-8-E, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the southwest corner of said Section 17, thence N 01°03'30" W., 2010.00 feet along the westerly line of said Section 17 to the point of beginning, thence continuing N 01° 03' 30" W., 117.64 feet along said westerly Section line; thence N 89° 39' 40" E., 770.00 feet; thence N 01° 03' 30" W, 510.00 feet; thence N 89° 39'40"E., 1665.34 feet; thence S 00° 07' 10" W., 627.61 feet; thence S. 89° 39' 40" W., 2422.44 feet to the point of beginning containing 25.98 Acres

### Parcel No. 22-17-300-018

A part of the West  $\frac{1}{2}$  of Section 17, T-1-N, R-8-E, City of Novi, Oakland County, Michigan being more particularly described as beginning at the West  $\frac{1}{4}$  corner of said Section 17, thence N 00° 19' 49" W., 156.00 feet along westerly line of said Section 17; thence S 89° 34' 38" E, 475.23 feet; thence S 00° 19' 14" E, 275.02 feet; thence N 89° 34' 38" W, 475.20 feet to a point on the westerly line of said Section 17; thence N 00° 19' 14" W, 119.02 feet along said westerly line to the point of beginning containing 3.00 Acres

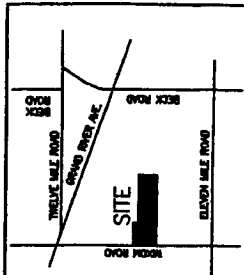
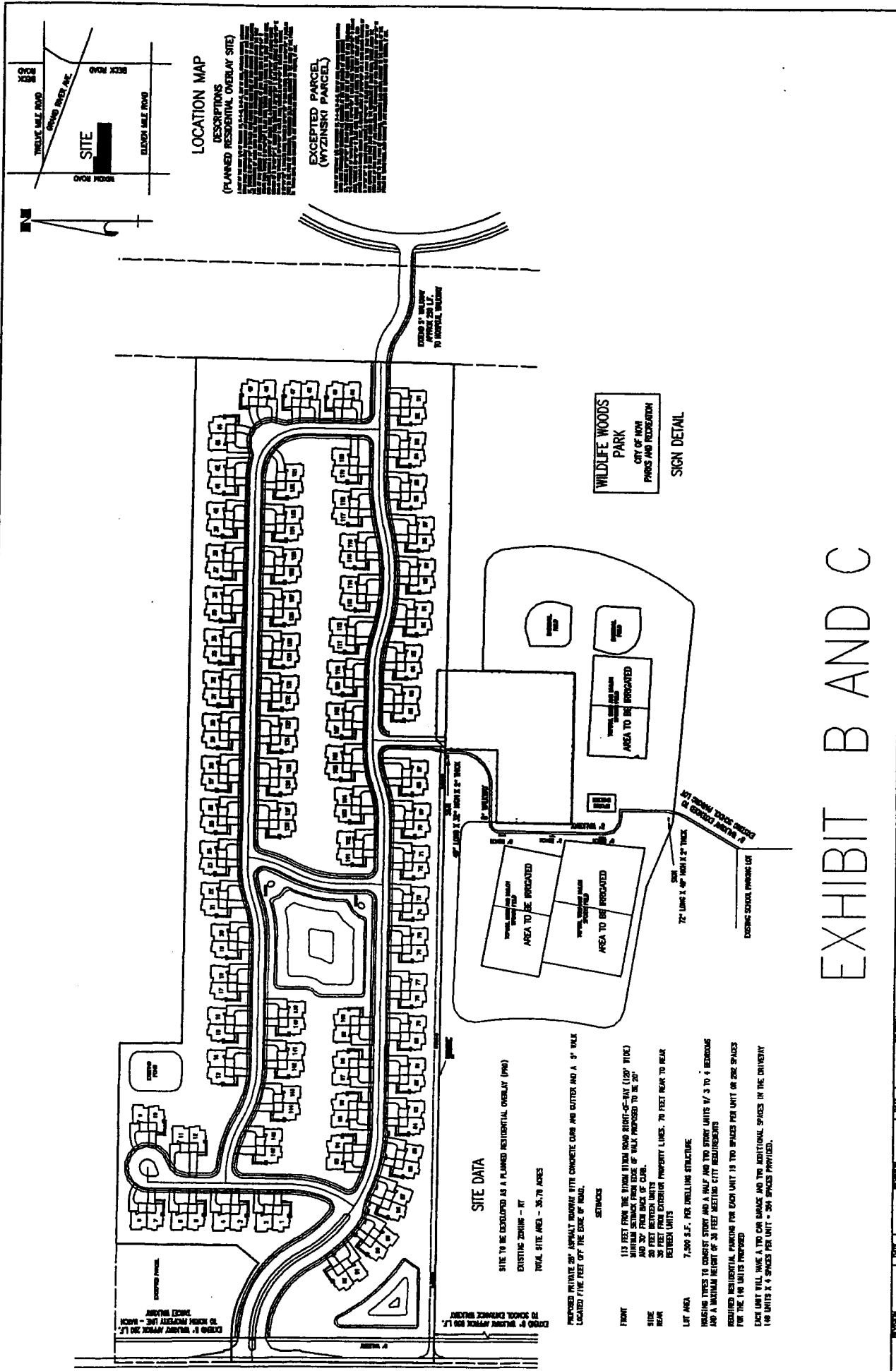
### Parcel No. 22-17-300-019

A part of the west  $\frac{1}{2}$  of Section 17, T-1-N, R-8-E, City of Novi, Oakland County, Michigan being more particularly described as commencing at the West  $\frac{1}{4}$  corner of said Section 17, thence S 00°19'14" E., 119.02 feet along the westerly line of said Section 17 to the point of beginning; thence S 89°34'38E., 475.20 feet; thence N 00°19'14" W., 275.02 feet; thence S 89°34'38E, 294.77 feet; thence S 00°19'49" E., 666.00 feet; thence N 89°34'38"W, 770.00 feet to a point on the westerly line of said Section 17; thence N 00°19'14" W, 390.98 feet along said westerly line to the point of beginning containing 8.77 Acres

**EXHIBIT "B"**

**PRO PLAN**

**[attached]**



**LOCATION MAP**  
 DESCRIPTIONS  
 (PLANNED RESIDENTIAL OVERLAY SITE)  
 EXCEPTED PARCEL  
 (WYZINSKI PARCEL)

**SITE DATA**  
 SITE TO BE DEVELOPED AS A PLANNED RESIDENTIAL OVERLAY (PRO)  
 EXISTING ZONING - RT  
 TOTAL SITE AREA - 35.70 ACRES

PROPOSED INCLUDE ONE SMALLY BRIDGE WITH CONCRETE CURB AND GUTTER AND A 9" WALK LOCATED FIVE FEET OFF THE EDGE OF ROAD.

**SETBACKS**

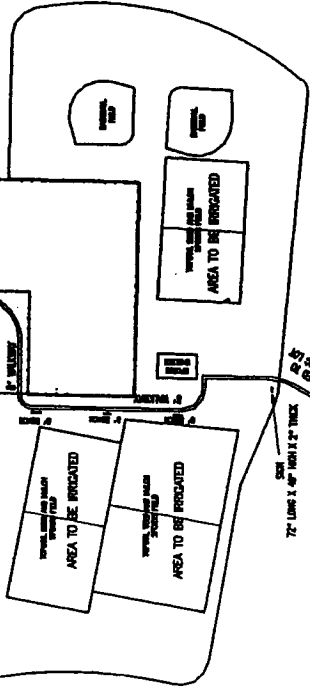
**FRONT** 113 FEET FROM THE WIXOM ROAD RIGHT-OF-WAY (100' WIDE) MINIMUM SETBACK FROM EDGE OF WALK PROPOSED TO BE 20' AND 30' FROM BACK OF CURB.  
**SIDE** 10 FEET BETWEEN UNITS  
**REAR** 30 FEET FROM EXISTING PROPERTY LINES. TO FEET REAR TO REAR BETWEEN UNITS

**LOT AREA** 7,500 S.F. PER DWELLING STRUCTURE

REGULATORY TYPES TO CONSIDER STORY AND A HALF AND TWO STORY UNITS 4' 3 TO 4' ELEVATION AND A MAXIMUM HEIGHT OF 35 FEET MEETING CITY REQUIREMENTS  
 REQUIRED RESIDENTIAL PARKING FOR EACH UNIT IS TWO SPACES PER UNIT OR ONE SPACE FOR THE TWO UNITS PROPOSED  
 EACH UNIT WILL HAVE A TWO CAR GARAGE AND TWO ADDITIONAL SPACES IN THE DRIVEWAY  
 148 UNITS X 4 SPACES PER UNIT = 592 SPACES PROVIDED.

**WILDLIFE WOODS PARK**  
 CITY OF NOVI  
 PARKS AND RECREATION

**SIGN DETAIL**



DATE: 10/15/2010	PROJECT: WILDLIFE WOODS	SCALE: 1" = 20'	SHEET 3 OF 3
DESIGNED BY: [REDACTED]	DRAWN BY: [REDACTED]	CHECKED BY: [REDACTED]	DATE: 10/15/2010
<b>PRELIMINARY SITE PLAN</b>			
<b>WILDLIFE WOODS</b>			
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN			
<b>PROPRIETOR:</b>		CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	
CREATIVE LAND PLANNING & DESIGN		CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	
LAND PLANNING • CONSULTING • PROJECT MANAGEMENT		CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	
28000 WILLOW CREEK AVENUE, SUITE 700		CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	
NOVI, MI 48240		CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	
TEL: (248) 382-8187 FAX: (248) 488-4887		CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	

**EXHIBIT B AND C**



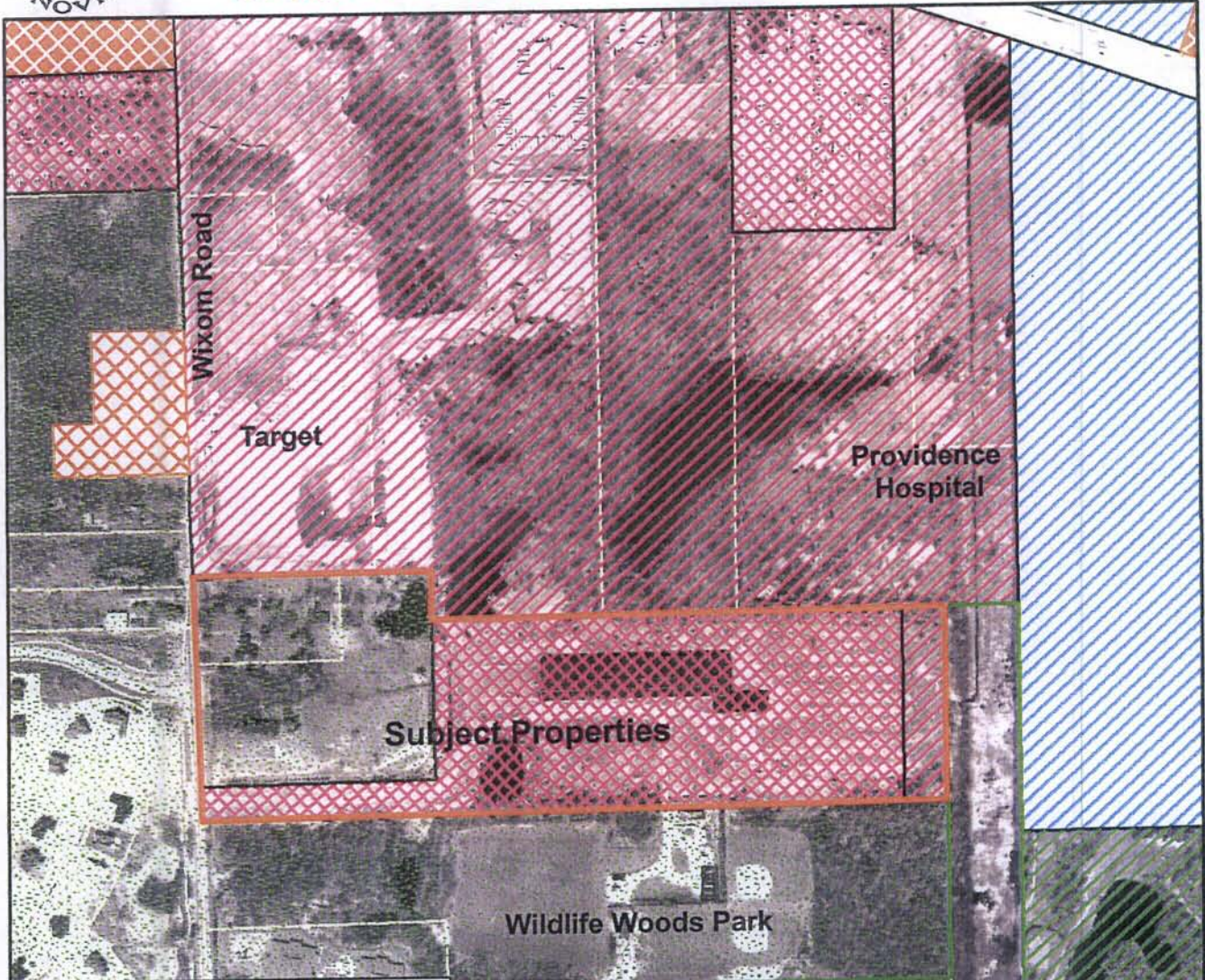
**MAPS**



# Rezoning 18.647 (Schafer Development) Zoning Map

"ORIGINAL ZONING"

City of Novi, Michigan



## Legend

### Residential Zoning

- R-1, Single Family Residential
- R-3, Single Family Residential
- RA, Residential Acreage

### Commercial Zoning

- B-1, Local Business
- B-2 Community Business
- I-1, Light Industrial
- I-2, General Industrial
- OSC, Office Service Commercial

### Tax Parcel



Created using the (GIS) Geographic Information System of:  
 The City of Novi  
 45715 West Tan Mile Road  
 Novi, Michigan 48375  
 (248) 347-0454

Coordinate System Description -  
 Projection Michigan State Plane  
 Zone South Zone (5401)  
 Horizontal Datum NAD 1983  
 Map Units International Feet

Date Created:  
 March 18, 2005  
 Project Filename:  
 10047.mxd



0 75150 300 450 600 Feet  
 Created by:  
 Timothy R. Schmitt, AICP  
 Planner, Plan Review Center

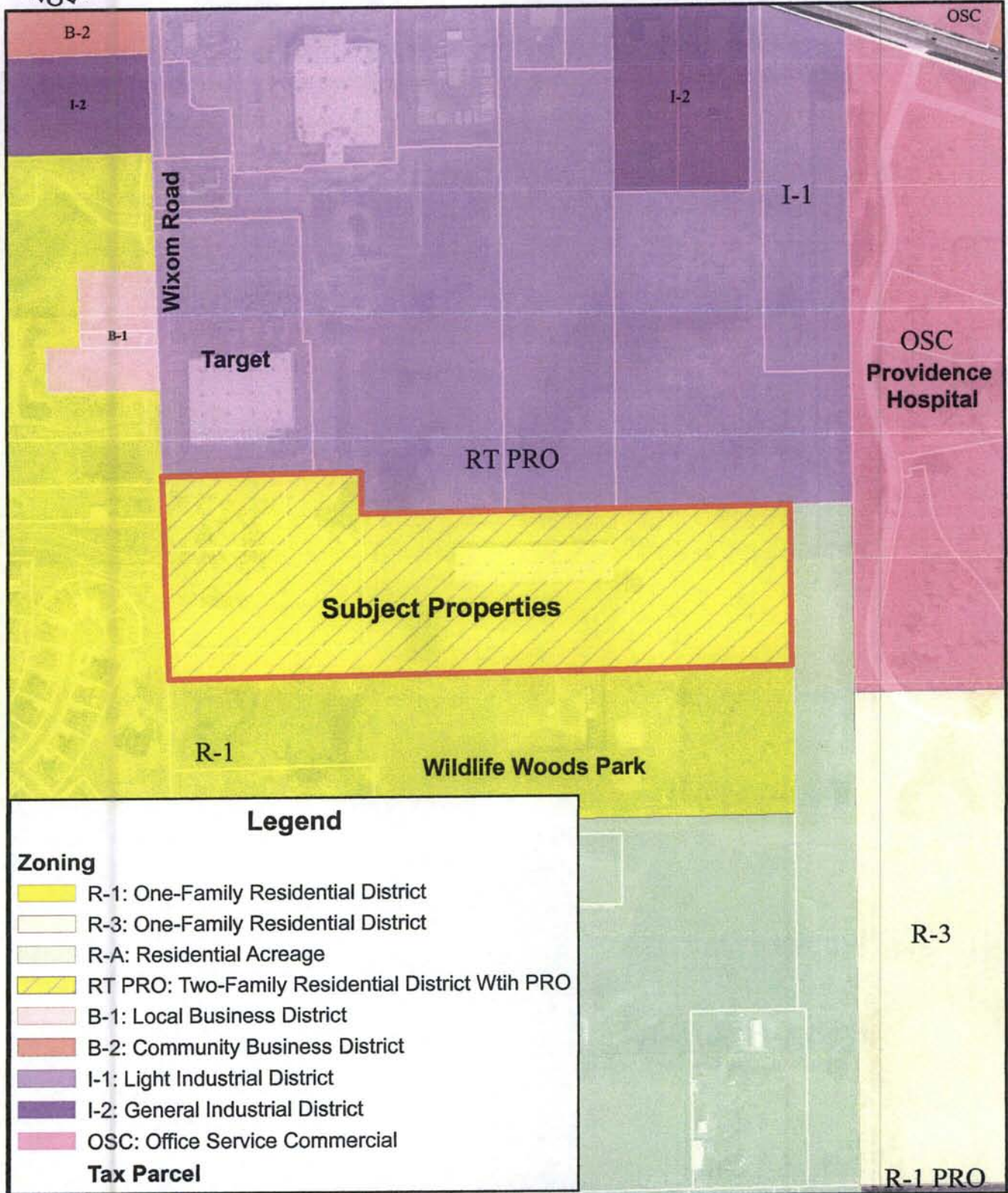




# Rezoning 18.647 (Schafer Development) Zoning Map

"PRO ZONING"

City of Novi, Michigan



## Legend

### Zoning

- R-1: One-Family Residential District
- R-3: One-Family Residential District
- R-A: Residential Acreage
- RT PRO: Two-Family Residential District With PRO
- B-1: Local Business District
- B-2: Community Business District
- I-1: Light Industrial District
- I-2: General Industrial District
- OSC: Office Service Commercial

### Tax Parcel

Created using the GIS  
 Geographic Information  
 System of:

The City of Novi  
 45715 West Ten Mile Road  
 Novi, Michigan 48375  
 (248) 347-0454

Coordinate System Description -  
 Projection Michigan State Plane  
 Zone South Zone (8401)  
 Horizontal Datum NAD 1983  
 Map Units International Feet

Date Created:  
 March 18, 2005  
 Project Filename:  
 18647.mxd



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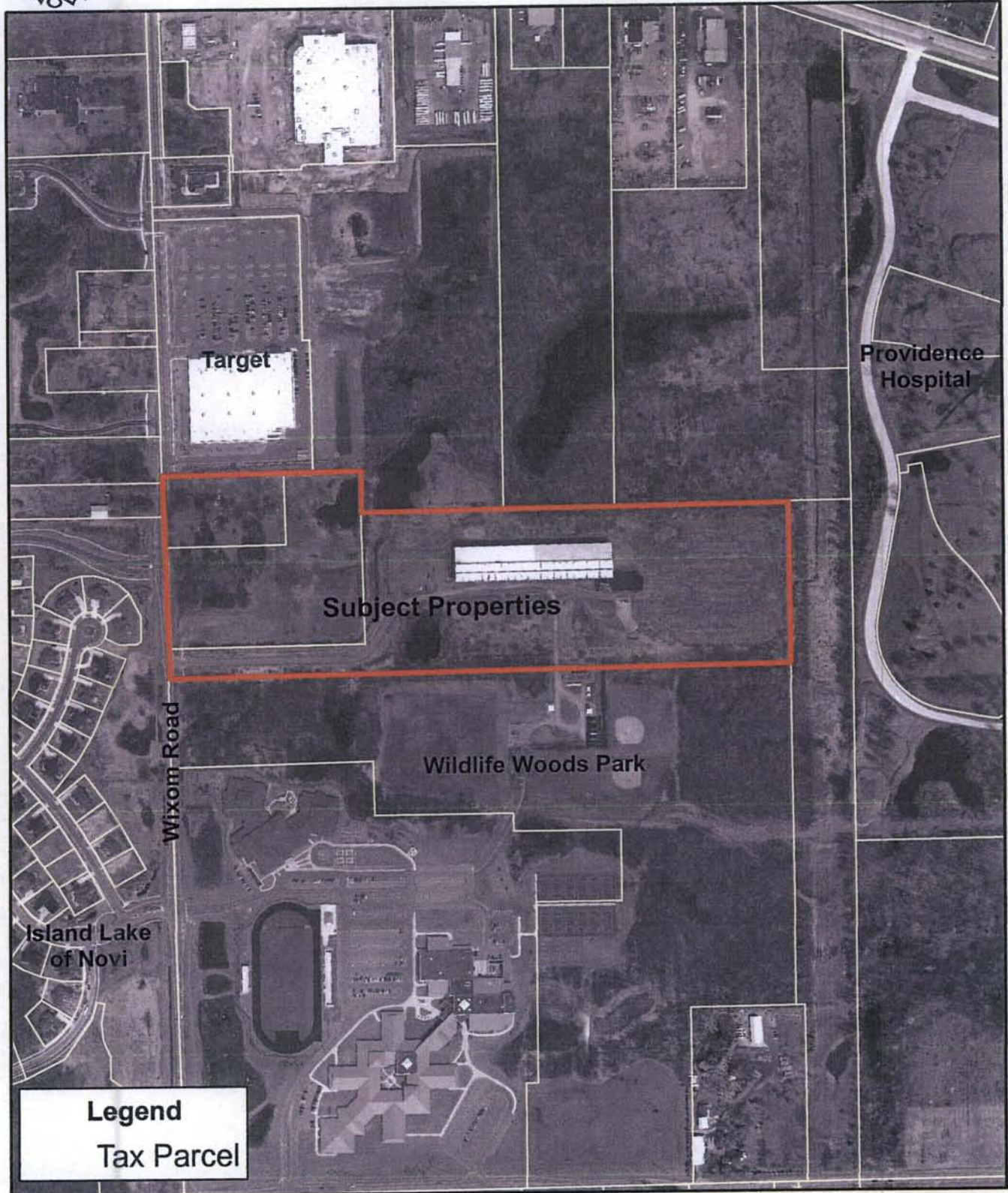
Created by:  
 Timothy R. Schmitt, AICP  
 Planner, Community Development





# Rezoning 18.647 (Schafer Development) Aerial Photo

City of Novi, Michigan



**Legend**  
Tax Parcel

Created using the (GIS) The City of Novi  
Geographic Information 45715 West Ten Mile Road  
System of: Novi, Michigan 48375  
(248) 347-0454

Coordinate System Description -  
Projection Michigan State Plane  
Zone South Zone (6401)  
Horizontal Datum NAD 1983  
Map Units International Feet

Date Created:  
March 18, 2005  
Project Filename:  
18647.mxd



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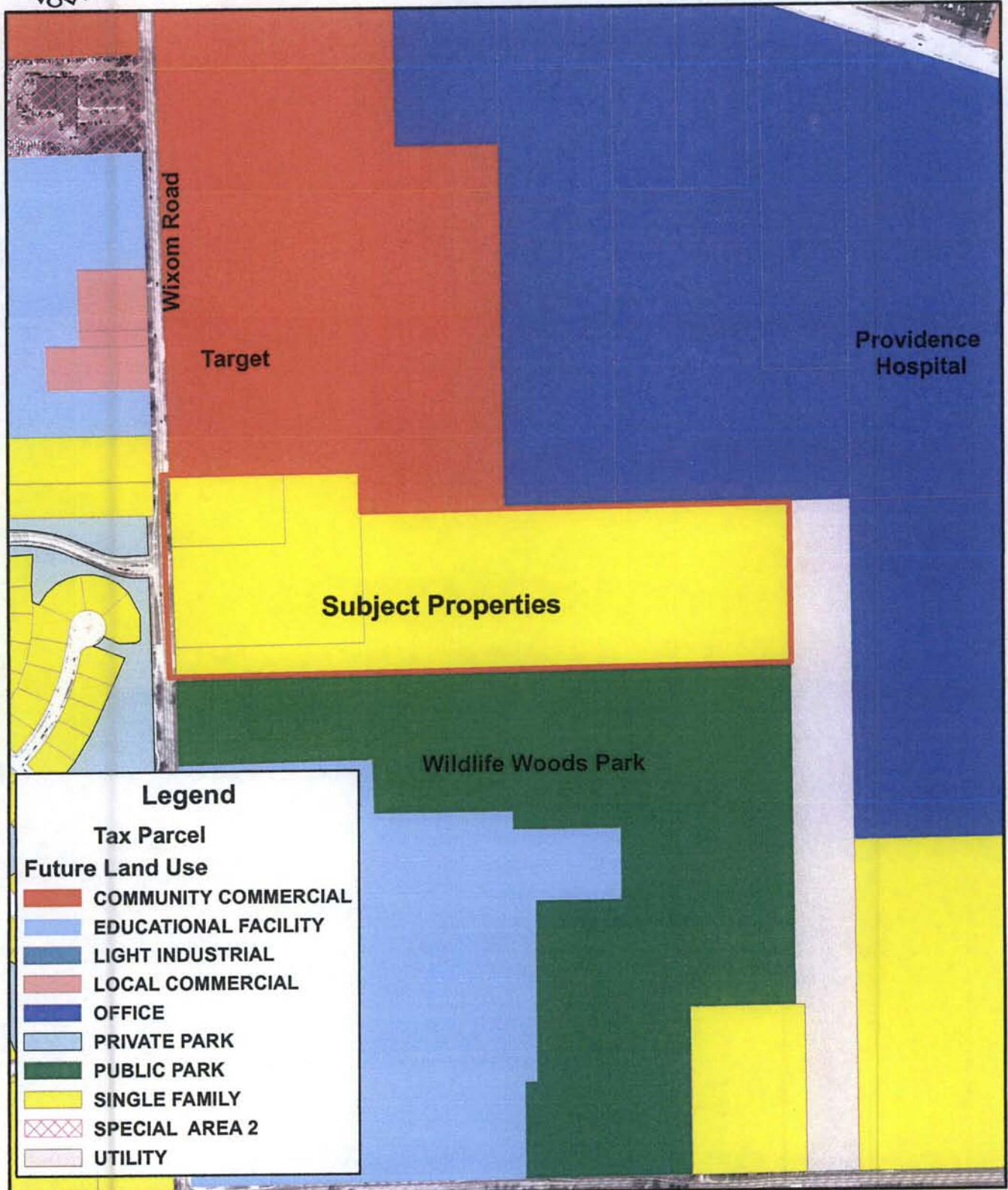
Created by:  
Timothy R. Schmitt, AICP  
Planner, Community Development





# Rezoning 18.647 (Schafer Development) Land Use Map

City of Novi, Michigan



**Legend**

**Tax Parcel**

**Future Land Use**

- COMMUNITY COMMERCIAL
- EDUCATIONAL FACILITY
- LIGHT INDUSTRIAL
- LOCAL COMMERCIAL
- OFFICE
- PRIVATE PARK
- PUBLIC PARK
- SINGLE FAMILY
- SPECIAL AREA 2
- UTILITY

Created using the GIS System of:  
 The City of Novi  
 45715 West Ten Mile Road  
 Novi, Michigan 48375  
 (248) 347-0454

Coordinate System Description -  
 Projection Michigan State Plane  
 Zone South Zone (8401)  
 Horizontal Datum NAD 1983  
 Map Units International Feet

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 Project Filename: 18647.mxd



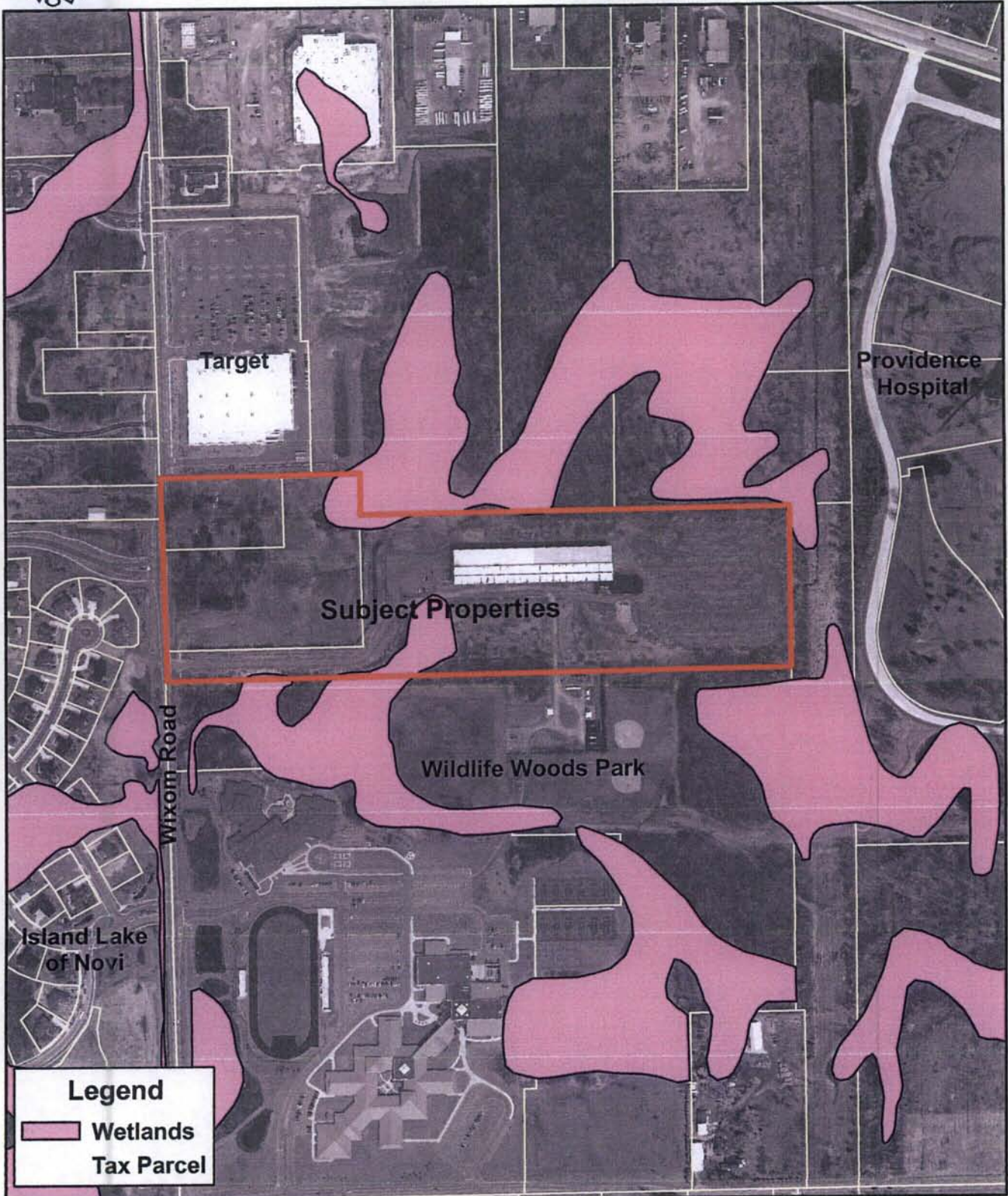
Scale: 0 75 150 300 450 600 Feet  
 Created by:  
 Timothy R. Schmitt, AICP  
 Planner, Community Development





# Rezoning 18.647 (Schafer Development) Wetlands Map

City of Novi, Michigan



**Legend**

- Wetlands
- Tax Parcel

Created using the (GIS) System of:  
 The City of Novi  
 45715 West Ten Mile Road  
 Novi, Michigan 48375  
 (248) 247-0454

Coordinate System Description -  
 Projection Michigan State Plane  
 Zone South Zone (6401)  
 Horizontal Datum NAD 1983  
 Map Units International Feet  
 Allow Projection  
 Date Created: March 18, 2005  
 Project Filename: 18647.mxd

Date Created: March 18, 2005  
 Project Filename: 18647.mxd



Scale: 0 75 150 300 450 600 Feet  
 Created by:  
 Timothy R. Schmitt, AICP  
 Planner, Community Development





# Rezoning 18.647 (Schafer Development) Woodlands Map

City of Novi, Michigan



**Legend**

Tax Parcel

**Regulated Woodlands**

- Light
- Medium
- Dense

Created using the (GIS) Geographic Information System of:  
 The City of Novi  
 45715 West Ten Mile Road  
 Novi, Michigan 48375  
 (248) 347-0454

Coordinate System Description -  
 Projection Michigan State Plane  
 Zone South Zone (8401)  
 Horizontal Datum NAD 1983  
 Map Units International Feet

Date Created:  
 March 18, 2005  
 Project Filename:  
 18647.mxd

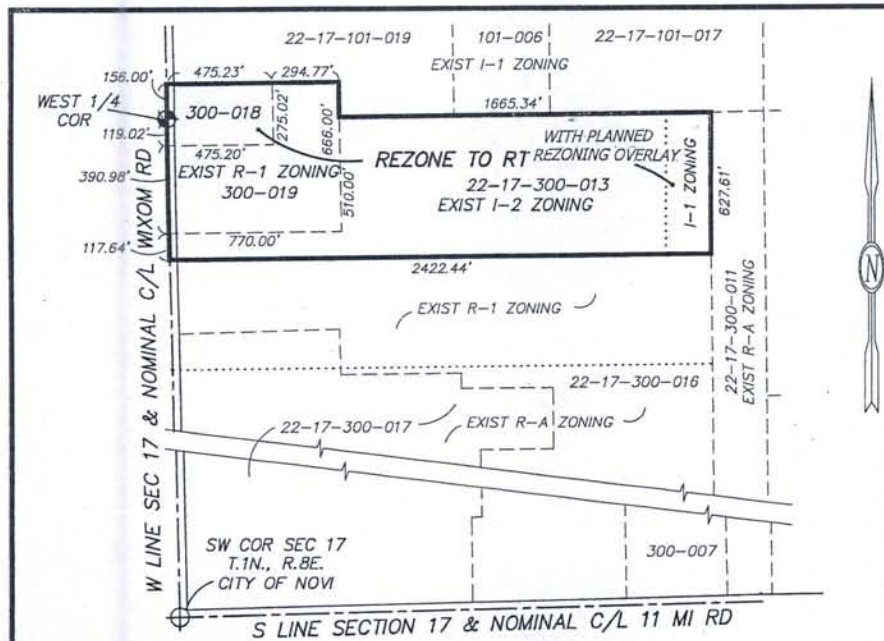


0 75 150 300 450 600 Feet  
 Created by:  
 Timothy R. Schmitt, A/CP  
 Planner, Community Development



**CITY OF NOVI  
PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN that the Planning Commission for the City of Novi will hold a public hearing on Wednesday, October 26, 2005 at 7:30 P.M. in the Novi Civic Center, 45175 W. Ten Mile Road, Novi, MI to consider **SCHAFFER DEVELOPMENT ZONING MAP AMENDMENT 18.647 AND PLANNED REZONING OVERLAY, FOR POSSIBLE RECOMMENDATION TO CITY COUNCIL FOR REZONING OF PROPERTY LOCATED IN SECTION 17, SOUTH OF GRAND RIVER AVENUE AND EAST OF WIXOM ROAD, FROM I-2, (GENERAL INDUSTRIAL), I-1, (LIGHT INDUSTRIAL), AND R-1, (ONE FAMILY RESIDENTIAL) TO RT, (TWO FAMILY RESIDENTIAL).** The subject property is 37.750 acres and the applicant is proposing 162 dwelling units.



To rezone a part of the West 1/2 of Section 17, T.1N., R.8E., City of Novi, Oakland County, Michigan, being parcels 22-17-300-013, -018 & -019 more particularly described as follows:

**Parcel 22-17-300-013**

Beginning at a point on the West line of Section 17 (nominal C/L of Wixom Road) said point being N01°03'30"W, 2010.00 feet from the Southwest corner of Section 17; thence continuing N01°03'30"W, 177.64 feet along said Westerly line; thence N89°39'40"E, 770.00 feet; thence N01°03'30"W, 510.00 feet; thence N89°39'40"E, 1665.34 feet; thence S00°07'10"W, 627.61 feet, thence S89°39'40"W, 2422.44 feet to the point of beginning. Containing 25.98 acres.

**Parcel 22-17-300-018**

Beginning at the West 1/4 corner of Section 17; thence N00°19'49"W, 156.00 feet along the West line of Section 17 (nominal C/L of Wixom Road); thence S89°34'38"E, 475.23 feet; thence S00°19'14"E, 275.02 feet; thence N00°19'14"W, 275.02 feet; thence S89°34'38"E, 294.77 feet; thence S00°19'49"E, 666.00 feet; thence N89°34'38"W, 770.00 feet to a point on the West line of Section 17 (nominal C/L of Wixom Road); thence N00°19'14"W, 119.02 feet along said West line to the point of beginning. Containing 3.00 acres

**Parcel 22-17-300-019**

Beginning at a point on the West line of Section 17 (nominal C/L of Wixom Road) said point being S00°19'14"E, 119.02 feet from the West 1/4 corner of Section 17; thence S89°34'38"E, 475.20 feet; thence N00°19'14"W, 275.02 feet; thence S89°34'38"E, 294.77 feet; thence S00°19'49"E, 666.00 feet; thence N89°34'38"W, 770.00 feet to a point on the West line of Section 17 (nominal C/L of Wixom Road); thence N00°19'14"W, 390.98 feet along said West line to the point of beginning. Containing 8.77 acres.

FROM: I-2 GENERAL INDUSTRIAL DISTRICT  
I-1 LIGHT INDUSTRIAL DISTRICT  
R-1 ONE FAMILY RESIDENTIAL DISTRICT

TO: RT TWO-FAMILY RESIDENTIAL DISTRICT WITH PLANNED REZONING OVERLAY

ORDINANCE NO. 18.647  
ZONING MAP AMENDMENT NO. 647  
CITY OF NOVI, MICHIGAN

All interested persons are invited to attend. Verbal comments may be heard at the hearing and any written comments must be received by the Planning Department, 45175 W. Ten Mile Road, Novi, MI 48375 until 4:00 P.M., Wednesday October 26, 2005.

Published October 6, 2005  
Novi Planning Commission  
Wayne Wrobel, Secretary