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CITY of NOVI CITY COUNCIL

Agenda Item K
November 10, 2008

SUBJECT: Approval of the request of Maybury Park, LLC for approval of the Third Amendment to Maybury Park Estates Residential Unit Development (RUD) Agreement to add gated driveway access and to permit the roads within the development to be private, rather than public. The subject property is located on 133.72 acres on the north side of Eight Mile Road between Garfield and Beck Roads in the Residential Acreage (RA) District.

SUBMITTING DEPARTMENT: Community Development Department - Planning *Burb*

CITY MANAGER APPROVAL: *plus A
FBI
CJP*

BACKGROUND INFORMATION:

Maybury Park Estates is a 106 unit single family residential site condominium originally approved by the City Council in 2001 under the Residential Unit Development (RUD) section of the Zoning Ordinance. Construction of the homes has been underway for several years, and the applicant now proposes to add gated access to the development's two entry points off of Eight Mile Road. The applicant also proposes to change the existing RUD Plan and Agreement to permit the roads within the development to be private rather than public.

Tuscany Reserve, located immediately to the west of Maybury Park Estates requested similar changes from the City Council several years ago in order to allow gated access and private streets. The Tuscany Reserve requests were approved by the City Council and the changes were incorporated into a revised site plan. This approval also eliminated the roadway connection to the access stub between the developments, located on the west side of Maybury Park Estates.

City Council approved the revised RUD Plan and granted a waiver of Section 15-21 (g) of the Fire Prevention and Protection Code for the proposed gated access at Richmond Drive and Maybury Park Drive on August 11, 2008, pending final language for the RUD Agreement.

The City Attorney's office has reviewed the proposed Third Amendment to the Maybury Park Estates RUD Agreement and recommended that it be placed on the Council agenda for approval.

RECOMMENDED ACTION: Approval of the request of Maybury Park, LLC of the Third Amendment to Maybury Park Estates Residential Unit Development (RUD) Agreement to add gated driveway access and to permit the roads within the development to be private, rather than public.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

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

City Attorney Review Letter

October 14, 2008

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

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

Barb McBeth, Deputy Community Development Director
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

**Re: Maybury Park RUD
Gated Driveway Access
Our File No. 660064 NOV1**

Dear Ms. McBeth:

Enclosed, please find the Third Amendment to Maybury Park Estates Residential Unit Development Agreement. The Third Amendment has been prepared pursuant to City Council's August 11, 2008 approval of the Developer's proposal to maintain the roads within the Condominium as private and to install gated entryways. The content of the agreement is consistent with the requirements City Council placed on the adjacent Tuscany Reserve Development's installation of gated entryways and maintenance of private roads.

Additionally, provisions releasing the City from any liability with respect to the gates have been included in the Third Amendment to RUD Agreement, and a corresponding Master Deed Amendment, as set forth in our May 27, 2008 review report. The hold harmless provisions are also consistent with those required with respect to Tuscany Reserve.

Finally, we note that Developer's attorney also requested to revise the following provision from the Maybury Park RUD pursuant to the Third Amendment to Maybury Park Estates Residential Unit Development Agreement for the reason that Stony Creek Drive will not be connected to the Development as a result of the amendment of the Tuscany Reserve RUD Agreement:

In the area designated as "Walnut Lane", between lots 93 and 94, a right-of-way and five foot sidewalk shall be constructed and dedicated, to provide a future street connection between Stony Creek Drive and the western boundary of the property, as shown on the Plan.

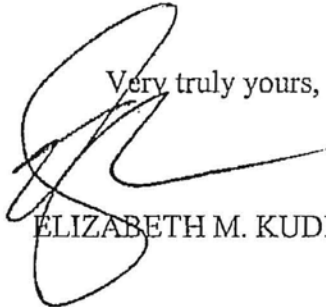
The revised provision, consistent with the Tuscany Reserve RUD Plan Amendment will state as follows:

In the area previously designated as "Walnut Lane", between lots 93 and 94, a five foot sidewalk shall be constructed and dedicated, to provide a pedestrian and bicycle connection between Stony Creek Drive and the western boundary of the Property, as shown on the Plan; provided that there will not be any road connection between Maybury Park Estates and Tuscany Reserve.

Upon our receipt of the original executed Third Amendment to Maybury Park Estates Residential Unit Development Agreement from the Developer we will forward it for placement on the next available City Council Agenda for approval.

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

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosure

cc: Maryanne Cornelius, Clerk (w/Enclosure)
Steve Rumble, Director of Community Development (w/Enclosure)
Mark Spencer, Planner (w/Enclosure)
Benny McCusker, Director of Public Works (w/o Enclosure)
Charles Boulard, Building Official (w/o Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

**Proposed Maybury Park Estates RUD Agreement
3rd Amendment**

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

**THIRD AMENDMENT TO MAYBURY PARK ESTATES
RESIDENTIAL UNIT DEVELOPMENT AGREEMENT**

THIRD AMENDMENT TO MAYBURY PARK ESTATES RESIDENTIAL UNIT DEVELOPMENT AGREEMENT, dated _____, 2008, by and between the City of Novi, 45175 West Ten Mile Road, Novi, MI 48375-3024, ("**City**") and Maybury Park L.L.C., 1330 Goldsmith, Plymouth, MI 48170 ("**Developer**").

RECITATIONS:

Developer is the owner and developer of the real property proposed for development as Maybury Park Estates, a residential development in the City ("**Maybury Park**"). The Property is described on the attached **Property Description** ("**Property**").

In connection with the development of Maybury Park, Developer has formed the Maybury Park Estates Condominium Association, a Michigan non-profit corporation (the "**Association**") which has the responsibility under the Master Deed and the Michigan Condominium Act (being MCLA 559.101, *et. seq.*) for the maintenance, repair and replacement of the General Common Elements within Maybury Park.

Maybury Park is a roughly 134-acre single-family residential development in the southwest portion of the City. The project consists of 106 single-family home within a community established as part of a site condominium, designed to maintain the rural, open character of this portion of the City.

Developer has received approval of Maybury Park as a Residential Unit Development ("**RUD**") pursuant to Section 2404 of the City Zoning Ordinance. On December 21, 2001, the City and the Developer entered into a Residential Unit Development Agreement as contemplated by Section 2404 (the "**Original RUD Agreement**"). Developer has requested and received two prior amendments to the RUD Agreement. The Maybury Park Estates Residential Unit Development Agreement, Second Amendment (the "**Second Amendment**") was executed by the

parties on September 16, 2003, and recorded with Oakland County Records on March 8, 2004 at Liber 32412, Pages 727 through 747, inclusive. Developer has now proposed and obtained a third approval for revised Preliminary Site Plan and RUD Amendment for purposes of adding two gated driveway access points and maintaining the roads within the RUD as private, subject to certain terms and conditions.

Based upon these approvals, the City and the Developer set forth below a third amendment to the RUD Agreement ("Third Amendment") pursuant to Section 2404 of the Zoning Ordinance for Maybury Park. This Third Amendment shall be recorded with the Register of Deeds for the County of Oakland following execution by the parties.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Article VIII of the Second Amendment is hereby amended to state as follows:

VIII. TRAFFIC CIRCULATION

Two gated boulevard entrances provide access from Eight Mile Road substantially as shown on the Plan. On Eight Mile Road, in order to protect the safety and welfare of residents of the development, a continuous center left turn lane servicing the two entrances on Eight Mile Road shall be constructed by the Developer as part of the development road improvements consistent with City and County road specifications.

The gated entrances to Maybury Park shall connect to a series of internal roadways and cul-de-sacs substantially as shown on the Plan. The internal streets shall be designed as local residential streets with 60-foot rights-of-way. All streets in Maybury Park shall be private, substantially as shown on the Plan. No residence shall have direct driveway access from or to Eight Mile Road.

The Association shall maintain the gated entrances to ensure they continue to function as intended. The Association shall indemnify and hold harmless the City, the City's Fire Department and all City employees, agents, inspectors and officers from and against all claims and damages of any kind that may arise or result from the gates entrances delaying or preventing access by police, fire, ambulance or other emergency vehicles or personnel to the Property and/or condominium units or persons therein in the event of an emergency. The Association shall reimburse the City for any damage that may be caused to fire trucks, police vehicles or other emergency vehicles and equipment by the entrance gates or as a result of the entrance gates malfunctioning within thirty (30) days of a billing for the same, and to the placement of a lien on the general common elements to secure such payment. The Association shall ensure that the entrance gates are regularly maintained and in good working condition at all times. The Association shall ensure that the Fire Department is at all times provided with the proper key or code to the entrance gates, and shall replace the key and/or forward the code upon change or modification to the key or code.

Traffic calming features have been planned and designed into the development by the utilization of curvilinear streets, and by avoiding "straightaway" street design. Further consideration shall be given to the use of additional traffic-control devices during final site plan review, and also following construction, drawing upon experiences as they occur in the use of the development.

The streets in the development shall be private. The City, the Developer and the Association 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. Developer agrees, on behalf of the Association, its successors and assigns and all successor owners of individual units within Maybury Park, to maintain the streets within Maybury Park 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 Association (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 Section VIII. Before such entry, the City shall give thirty (30) days notice to Developer and the Association (or any known successors or assigns) of its intention to conduct a hearing at which the Developer and/or the Association (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 Association 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 Maybury Park. 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.

In the area previously designated as "Walnut Lane", between lots 93 and 94, a five foot sidewalk shall be constructed and dedicated, to provide a pedestrian and bicycle connection between Stony Creek Drive and the western boundary of the Property, as shown on the Plan; provided that there will not be any road connection between Maybury Park Estates and Tuscany Reserve.

Except as set forth in this Third Amendment, the Maybury Park Estates Residential Unit Development Agreement, Second Amendment remains in full force and effect.

- 2. This Third Amendment shall run with the land and shall be binding on the parties and their respective successors, assigns and transferees, and shall be recorded with the Register of Deeds for the County of Oakland following execution by the parties.
- 3. Except as set forth in this Third Amendment, the City has not waived any of its rights whatsoever as provided under the original agreement, and has not released Developer from any of Developer's duties or obligations under the original agreement, and all respects of the original agreement, as amended, may be strictly enforced by the City; provided that nothing contained herein will be deemed to increase the Developer's obligations under the original Agreement, except as may be expressly set forth in Paragraph 1, above.

Dated this ____ day of _____, 2008.

CITY OF NOVI

By _____
David Landry, Mayor

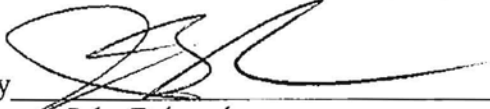
By _____
Maryanne Cornelius, Clerk

STATE OF MICHIGAN)
)ss:
COUNTY OF OAKLAND)

The foregoing Third Amendment was acknowledged before me this ____ day of _____, 2008, by David Landry, Mayor and Maryanne Cornelius, Clerk, of the City of Novi, a municipal corporation, on behalf of the City.

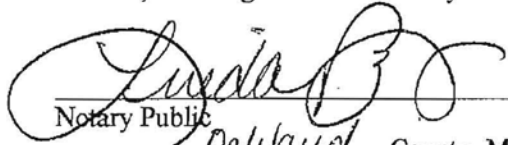
Notary Public
 County, Michigan
My Commission Expires:
Acting in _____ County

**MAYBURY PARK L.L.C.,
a Michigan limited liability company**

By 
John Babcock
Its: Authorized Signatory

STATE OF MICHIGAN)
)ss:
COUNTY OF OAKLAND)

The foregoing Third Amendment was acknowledged before me this 15th day of October, 2008, by John Babcock, an Authorized Signatory of Maybury Park L.L.C., a Michigan limited liability company.


Notary Public
Oakland County, Michigan
My Commission Expires:
Acting in Oakland County

**DRAFTED BY AND WHEN
RECORDED RETURN TO:**

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

LINDA S. BABCOCK
Notary Public, State of Michigan
County of Oakland
My Commission Expires Mar. 09, 2015
Acting in the County of Oakland

**EXHIBIT A
LEGAL DESCRIPTION**

Units 1 through 106 of Maybury Park Estates, a condominium established pursuant to the Master Deed thereof, recorded on March 8, 2004 in Liber 32412, Pages 650 through 726, both inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 1609, as amended by the First Amendment to Master Deed, recorded on November 17, 2005 in Liber 36631, Pages 127 through 170, both inclusive, Oakland County Records.

Tax Parcel Numbers:

50-22-32-401-001	50-22-32-401-040	50-22-32-401-080
50-22-32-401-002	50-22-32-401-041	50-22-32-401-081
50-22-32-401-003	50-22-32-401-042	50-22-32-401-082
50-22-32-401-004	50-22-32-401-043	50-22-32-401-083
50-22-32-401-005	50-22-32-401-044	50-22-32-401-084
50-22-32-401-006	50-22-32-401-045	50-22-32-401-085
50-22-32-401-007	50-22-32-401-046	50-22-32-401-086
50-22-32-401-008	50-22-32-401-047	50-22-32-401-087
50-22-32-401-009	50-22-32-401-048	50-22-32-401-088
50-22-32-401-010	50-22-32-401-049	50-22-32-401-089
50-22-32-401-011	50-22-32-401-050	50-22-32-401-090
50-22-32-401-012	50-22-32-401-051	50-22-32-401-091
50-22-32-401-013	50-22-32-401-052	50-22-32-401-092
50-22-32-401-014	50-22-32-401-053	50-22-32-401-093
50-22-32-401-015	50-22-32-401-054	50-22-32-401-094
50-22-32-401-016	50-22-32-401-055	50-22-32-401-095
50-22-32-401-017	50-22-32-401-056	50-22-32-401-096
50-22-32-401-018	50-22-32-401-057	50-22-32-401-097
50-22-32-401-019	50-22-32-401-058	50-22-32-401-098
50-22-32-401-020	50-22-32-401-059	50-22-32-401-099
50-22-32-401-021	50-22-32-401-060	50-22-32-401-100
50-22-32-401-022	50-22-32-401-061	50-22-32-401-101
50-22-32-401-023	50-22-32-401-062	50-22-32-401-102
50-22-32-401-024	50-22-32-401-063	50-22-32-401-103
50-22-32-401-025	50-22-32-401-064	50-22-32-401-104
50-22-32-401-026	50-22-32-401-065	50-22-32-401-105
50-22-32-401-027	50-22-32-401-066	50-22-32-401-106
50-22-32-401-028	50-22-32-401-067	50-22-32-401-107
50-22-32-401-029	50-22-32-401-068	50-22-32-401-108
50-22-32-401-030	50-22-32-401-069	50-22-32-401-109
50-22-32-401-031	50-22-32-401-070	50-22-32-401-110
50-22-32-401-032	50-22-32-401-071	50-22-32-401-111
50-22-32-401-033	50-22-32-401-072	50-22-32-401-112
50-22-32-401-034	50-22-32-401-073	50-22-32-401-113
50-22-32-401-035	50-22-32-401-074	50-22-32-401-114
50-22-32-401-036	50-22-32-401-075	50-22-32-401-115
50-22-32-401-037	50-22-32-401-076	50-22-32-401-116
50-22-32-401-038	50-22-32-401-077	
50-22-32-401-039	50-22-32-401-078	
	50-22-32-401-079	

**CITY COUNCIL MINUTES
AUGUST 11, 2008**

Excerpt from
REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, AUGUST 11, 2008 AT 7:00 P.M.
COUNCIL CHAMBERS – NOVI CIVIC CENTER – 45175 W. TEN MILE ROAD

ROLL CALL: Mayor Landry, Mayor Pro Tem Capello, Council Members Crawford, Gatt-absent/excused, Margolis, Mutch, Staudt

2. Consideration of the request of Maybury Park, LLC for approval of a revised Residential Unit Development (RUD) Plan to add gated driveway access and to permit the roads within the development to be private, rather than public. The subject property is located on 133.72 acres on the north side of Eight Mile Road between Garfield and Beck Roads in the Residential Acreage (RA) District.

Mayor Pro Tem Capello said during the short period of time from the Planning Commission to City Council he represented the previous owners of Maybury Park and negotiated the RUD Agreement with Mr. Fisher's office. He said he had not represented them since then and didn't feel like he had any conflict in this situation. However, he wanted Council to be aware of his prior relationship and if they felt there was a problem, they could make a motion to recuse him.

Mayor Landry said an elected official was required to vote unless excused by their colleagues, correct? Mr. Schultz agreed. Mayor Landry said then Mayor Pro Tem Capello must vote unless Council voted to recuse him. Mayor Landry asked if anyone on Council wanted to make a motion to recuse Mayor Pro Tem Capello. There was no such motion made.

John Babcock, developer for Maybury Park Estates, was present to explain why they were seeking to have their community gated. He said first, it would allow them to compete more effectively with the neighboring subdivisions of Tuscany and Bellagio, which had been approved to be gated. Second, it would improve the security of the subdivision. He said over the past 12 months they have had an increase in vandalism, mostly in homes under construction, but there had been an attempted break in of an occupied home. Third, it would improve the value both to the residents and the City by increasing the tax base and would take the roads off the City's burden to be taken care of and maintained over time. He said the association had a vote and it was unanimous in favor of gating the

community, and there had been no objections to any of the comments from the Council as to the amendments that would have to be done for the Master Deed or the RUD.

Member Mutch said in general he didn't support the gated community concept as he didn't think it was in line with the kind of character and development Council wanted in the City. However, setting that aside because it was a separate issue, the big concern he had with the proposal was the potential cost to the current and future residents of the development. He asked if he had talked with the residents about the short term cost, the annual maintenance that they would be responsible for once Mr. Babcock's obligations to the subdivision were complete, as well as the long term costs they would be obligated to in terms of being sure they had that pot of money to pay for those roads. Mr. Babcock responded that prior to the association meeting, they took the price of the roads constructed just recently and projected that over the next 20 years. He said they looked at 20 years from now and taking an average inflation rate, what it would cost to replace those roads. Then they worked backwards into the association dues and used that number to increase the association dues, or propose to increase, if they went through with this. He said they would budget it into the association dues so if the roads had to be replaced in 20 years, they could do that and they were well aware of this. In addition, the roads were constructed for public dedication and were of a higher standard and the durability should be greater. Also, they had not finished the wearing course. So it still was under the obligation of the developer to work with the City to do inspections and make sure that catch basins, curbs, etc., if needing replacing, would still be done prior to the burden being put onto the residents. He said they would basically be brand new roads when they took over. Member Mutch asked if they had been made aware of the annual maintenance costs. Mr. Babcock said yes, that was a part of the entire budget. They were also aware that the gates would have to be maintained and if they needed replacement, there would be a lifetime factor on them as to how long they would last, when motors had to be replaced, etc. Mr. Babcock said they do the plowing, etc. as part of their budget already and they tried to anticipate everything that would be included in that cost. Member Mutch asked whether there was a legal association at this point, or was it still under Mr. Babcock's control to be turned over at a future point. Mr. Babcock believed the State law was that it was 75% occupancy and they were at about 45%. He said they were past the point where they were required to have one resident as a member of the board. So, just recently they elected another member to the board making three and as developer he had two. Member Mutch appreciated that the cost had been shared with the residents. However, he had asked staff to give him an estimate of what it would cost to replace those roads and their estimate was about \$1 million. He said that was a significant amount of money but if the association was setting that money aside consistently over the years, they would be able to afford that. He thought history had shown that didn't happen often with associations. He was concerned the association would come back to the City and tell Council they couldn't afford to maintain the roads. He agreed with Mayor Pro Tem Capello that

Council created this situation with these private roads where residents, who paid a significant amount of taxes with some of it dedicated for road maintenance, were not seeing any benefit from that directly within their subdivision. He said he didn't generally support the gated subdivisions and he wouldn't support this request.

Mayor Pro Tem Capello said he didn't have a problem with gated subdivisions but did have a problem with the private roads. He asked Mr. Schultz if the major issue in regard to requiring the roads to be private was if it was gated, they would be denying access to certain citizens to a public road. Mr. Schultz thought just the idea of a limitation on having a gate came out of the fire code. He said it was a public nuisance or public safety issue. He said the roads could be either public or private. He noted with Tuscan, Council was concerned with people coming back 20 years down the road and confronting a later Council. So, they did a very long amendment to the RUD agreement in the Tuscan Master Deed with changes to make it very clear to anyone who could possibly come back, and that was what they had given to the developer to bring to the residents. Mr. Schultz said whether it was public or private was a policy call but if it was going to be gated, they wouldn't want it to be public. Mayor Pro Tem Capello asked why. Mr. Schultz said it would be an access issue and he was not aware of any community that would permit a gated public street. He said the public wasn't allowed to go on it. Mayor Pro Tem Capello said their only issue was to say they had a public street but it was gated because all of the public was not allowed on it. Mr. Schultz said it was safety and access. Mayor Pro Tem Capello said that bothered him because the City had a lot of public land that access had been limited; whether it was limited during periods of time, hours during the day or to certain groups or residences. He said they still limit access to public land. He commented that he was not comfortable having private roads and the residents had to pay the tax dollars like everyone else, but not have their roads maintained. He said there were a lot of private gates in certain communities. He wished there was a way to still have the City have the responsibility of plowing and maintaining the roads.

Mayor Landry asked if he understood that as they did with Tuscan, if this request were approved this evening, the RUD would spell out in very plain English that if the City were to grant these as private roads, Council would not want someone coming back in ten years requesting the roads be taken over as public. Mr. Schultz said that was correct and if Council was inclined, he would come back to a later meeting with an actual agreement, which laid that all out and there would be a Master Deed amendment that would give notice to the residents. Mayor Landry said he could support this action, but would not want to see the residents come back and say it was unfair because they were paying taxes and wanted their roads plowed by the City, too. However, this subdivision was a higher end subdivision and it could be done with people reading the RUD and the materials as they go in fully understanding and accepting what they were

purchasing in exchange for the privacy of the gate. If that could be done, he would not be opposed to this.

Dean Gould, Attorney for Maybury Park Estates, said as Mr. Schultz and Council knew, what would happen was once the Master Deed was amended and the RUD amendment was recorded, they would amend the disclosure statement that was given to every potential homeowner as part of their Master Deed documents. He said it would be very clear as to exactly what their responsibilities were. He said that was why when Mr. Babcock first came to him and proposed this, the first thing they did was to hold a meeting, with appropriate notice, and have people come. He said they basically took the position that unless everyone at the meeting was in favor of this, Mr. Babcock would not go before Council because there was a very strong concern that nothing be done that would upset people who had already bought their homes. He said the people at the meeting all wanted this and had been pushing Mr. Babcock to get this done. He assured Council that the disclosure would be replete with those kinds of disclosures; he didn't want anyone coming back at his client saying they were not adequately advised.

Member Margolis thought this made sense for this community, and they had gone down this road with the Bellagio and Tuscany developments and it didn't make sense to have a community hold out.

CM-08-08-134 Moved by Margolis, seconded by Crawford; MOTION CARRIED: To approve request of Maybury Park, LLC for approval of a revised Residential Unit Development (RUD) Plan to add gated driveway access and to permit the roads within the development to be private, rather than public. This approval also included a City Council waiver from Section 15-21 (g) of the Fire Prevention and Protection Code which prohibited gated access. All subject to statements and conditions in the staff and consultants review letter and for the reasons listed in the documents. Also, to include the appropriate documentation that would come in a future meeting.

Mayor Landry asked Chief Smith if he was OK with this, and he indicated he was. Mr. Schultz suggested adding the reference to the appropriate documentation that was coming at a future meeting. The motion maker and seconder accepted the friendly amendment.

Roll call vote on CM-08-08-134 Yeas: Stuardt, Landry, Capello, Crawford,

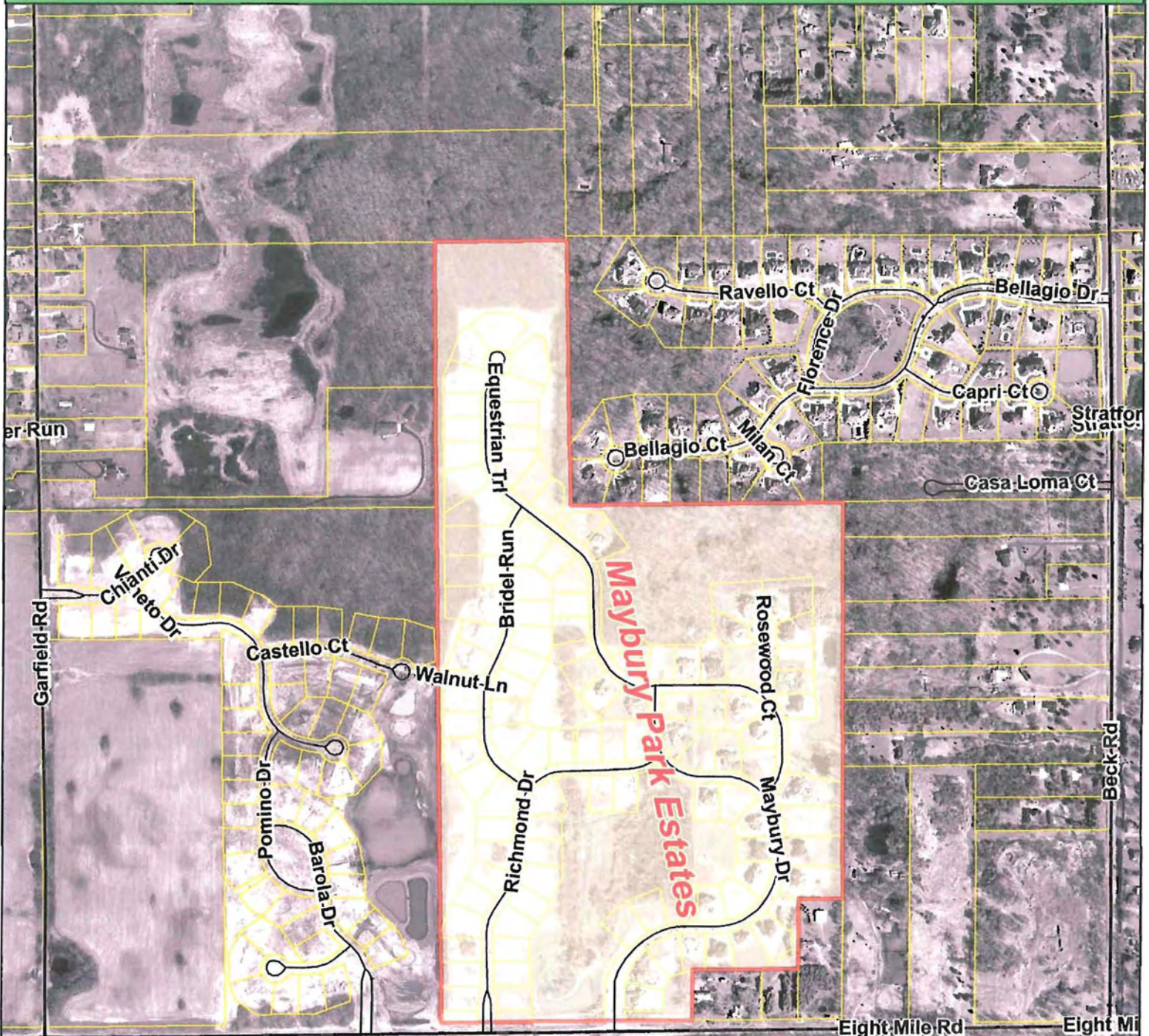
Margolis

Nays: Mutch

Absent: Gatt

LOCATION MAP

08-14A Maybury Park Estates Location Map



MAP PRINT DATE: October 16, 2008



CITY OF NOVI

DEPARTMENT OF COMMUNITY DEVELOPMENT

45175 W. TEN MILE ROAD
NOVI, MI 48375-3024
(248) 347-0415

MAP AUTHOR: Mark Spencer, AICP



1 INCH = 708 FEET

MAP INTERPRETATION NOTICE

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