



cityofnovi.org

## CITY of NOVI CITY COUNCIL

Agenda Item 1  
April 5, 2010

**SUBJECT:** Consideration to approve rezoning of an approximately 1.81-acre parcel of property, located on the east side of Beck Road north of Grand River, south of the I-96 freeway, from Planned Office Service Technology (OST) to Freeway Service (FS), pursuant to Section 3401, the Planning Rezoning Overlay provisions of the Zoning Ordinance, and to approve the corresponding PRO Agreement between the City and the applicant.

**SUBMITTING DEPARTMENT:** Community Development Department - Planning <sup>Back</sup>

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:** At its March 22, 2010 meeting, the City Council determined to move forward with this proposed Planned Rezoning Overlay (PRO), which would rezone an approximately 1.81 acre of property from Planned Office Service Technology (OST) to Freeway Service (FS). The Council's motion gave the City Attorney's office direction in moving forward to finalize a PRO Agreement, which had been presented to the City Council in draft form in the packet for the March 22, 2010 meeting.

The Council's direction generally included the following:

- That the road is authorized to be built in two phases, the first phase with the development of the gas station parcel, and the remainder to be built with the next development of property abutting the road
- That the right-of-way for the current proposed configuration be provided with the initial gas station development
- That the variances listed in the draft PRO Agreement be included in the final agreement
- That the façade as proposed by the applicant be authorized

Following the meeting, the City Attorney met with representatives of the applicant. A number of drafts were exchanged. The following are the particularly relevant points of the PRO Agreement as presented to the Council for consideration—though they obviously are not all of the important or substantive items contained in the document:

1. The agreement covers the entire area currently owned by Novi Mile, LLC and CT Novi Center, LLC (four parcels total), fronting on both Beck Road and Grand River.
2. Only the gas station parcel—the 1.81 acre parcel fronting on Beck Road—is actually being **rezoned** under the PRO process; the rest of the properties remain OST.
3. As part of the PRO rezoning process, the owners/developers have submitted a concept plan for the gas station that shows its layout and facades and site improvements, which are being approved in concept under the PRO Agreement, but will still need to go through site the site plan process—engineering, storm water, Chapter 26.5 performance guarantees, etc.
4. Among the approvals being given for the gas station development by virtue of the PRO Plan and PRO Agreement are the several variances listed in the agreement (in Paragraph 2 of the agreement and as shown on the plans). These variances primarily relate to setback, landscaping, and signage.

5. The owner/developers intend at this point to sell the gas station parcel at some point before or after development. The agreement therefore contains provisions that allow the gas station owner to apply for future approvals without the need to secure the approval of the owners/developers, who will retain the other parcels in the PRO. These other parcels in the PRO—where the rest of the Collector Road will go—are called throughout the agreement “the Adjacent Novi Mile Parcels.”
6. With regard to the Collector Road, which is identified as the main public benefit of the rezoning through the PRO Agreement, the following outlines how that construction will work under the agreement:
  - The expectation is that the gas station parcel will develop first. The first part of the Collector Road built will be the section that abuts and provides access to the gas station parcel. It will be built to public road standards. A performance guarantee to secure the construction of that initial portion of the road will be posted with the development approvals for the gas station parcel. No certificate of occupancy for the gas station parcel will be granted until that portion of the road has been dedicated and accepted in the normal course under the City's ordinances. The end of the road is contemplated to be a cul-de-sac turnaround. The City is not requiring that that cul-de-sac be paved, because eventually the remainder of the Collector Road will be built through that area.
  - The agreement contemplates that the remainder of the Collector Road will be built after the Gas Station Parcel is developed. To help ensure that the remainder of the Collector Road will in fact be built at some point in the future, the agreement provides a number of provisions:
    - (i) Within 60 days of the effective date of the agreement, the owners/developers will deliver into escrow a deed for the “remainder” of the Collector Road (i.e., the part to be built on the Adjacent Novi Mile Parcels after the gas station development), plus the 5 foot easements on both sides of the right-of-way. The escrow agreement (still to be prepared by the parties) will indicate the terms under which the deed can be removed from escrow and recorded, but shall contain provisions regarding the potential modification of the right-of-way depending upon future development approvals.
    - (ii) While the owners/developers will have to actually convey the area for the right-of-way regardless of when their parcels develop, they only have the obligation to **build** the remainder of the road through their adjacent parcels if they are the first party to develop one of the parcels adjacent to the proposed right-of-way as shown in its current location on the PRO Plan. In that case, the owners/developers would post a performance guarantee for construction of the road as a site improvement in the normal course of site plan and development approvals, and would construct the road in the manner as would otherwise be required for a site improvement, dedicating the road before receiving any certificates of occupancy for the adjacent parcels being developed.
    - (iii) If, on the other hand, one of the other parcels abutting the conceptual road is approved for development (there are two others that abut), and if such development approval required the construction of the road, then the developer of that parcel would post the required performance guarantees to build the road, and the owners/developers would have no further responsibility to build the road. Once the abutting owners posted the guarantees and actually commenced constructing the road (thereby presumably vesting the City's rights to take the performance guarantees if they fail to complete it), the owners/developers here are released of their obligations to build the road. Provision is made to allow the owners/developers to complete the road if the abutting owner starts it and fails to complete it; the City agrees to pursue its remedies in the event of such failure, and would reimburse the

owners/developers from performance guarantees posted by an abutting owner under certain circumstances.

7. The agreement acknowledges that, at this point, the City is contemplating approval of the site plan allowing left turns from the gas station parcel onto Beck Road. The agreement acknowledges that this situation may change in the event of development in the area and future traffic considerations.
8. The agreement lists some other minor potential public benefits, including possible improvements to the MDOT storm water facilities to the north of the gas station parcel and an easement across the gas station parcel allowing the City to access a sanitary sewer in the MDOT right-of-way.
9. The agreement has a number of other provisions typical of a PRO Agreement in the City related to the potential impact of the development in the area.
10. The owners/developers have requested confirmation in the agreement that the subsequent purchaser of the gas station development, or subsequent purchasers of the Adjacent Novi Mile Parcels will not themselves be obligated to **build** the road, but that such obligations will remain the obligation of the owners/developers. The owners/developers indicate that such a limitation is required in order to make the parcels marketable before the building of the road. The agreement specifically provides, however, that it runs with the land as to the road conveyance obligations (including an obligation of a successor owner to amend the conveyance document in escrow in the event of a transfer) and that in any event no development approvals for any portion of the Adjacent Novi Mile Parcels will be given until a performance guarantee has been posted by some entity for completion of the entire road, and no certificates of occupancy will be given with respect to those adjacent parcels until the entire road is in fact built.
11. The PRO Agreement will be recorded at the Oakland County Register of Deeds, as will the Escrow Agreement when finalized.

Staff's position remains as called out in the prior correspondence and motion sheets for the March 22, 2010 City Council meeting. To finalize the rezoning and PRO approval as directed at that meeting, however, the City Council would take the action recommended below.

**RECOMMENDED ACTION:** Approve the rezoning of the 1.81 acre parcel of property from the OST classification to the FS classification pursuant to Section 3401, the Planned Rezoning Overlay provisions of the Zoning Ordinance, and to approve the PRO Agreement as presented to the City Council with final review and approval by the City Manager and City Attorney of any required amendments, documents, or attachments consistent with the Agreement by the City Manager and City Attorney, and to authorize the Mayor and City Clerk to sign the agreement upon such approval.

	1	2	Y	N
<b>Mayor Landry</b>				
<b>Mayor Pro-Tem Gatt</b>				
<b>Council Member Crawford</b>				
<b>Council Member Fischer</b>				

	1	2	Y	N
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				

# PRO AGREEMENT

**PLANNED REZONING OVERLAY (PRO) AGREEMENT**  
**NOVI MILE GR/BECK**

**THIS PLANNED REZONING OVERLAY (PRO) AGREEMENT** (this “Agreement”) is made as of April, 2010, by and among NOVI MILE, LLC, a Michigan limited liability company, whose address is 46100 Grand River Avenue, MI 48374, and CP NOVI CENTER, LLC, a Michigan limited liability company, whose address is 46100 Grand River Avenue, MI 48374 (jointly referred to as “**Owners/Developers**”), and the CITY OF NOVI, 45175 West Ten Mile Road, Novi, MI 48375-3024 (“**City**”).

**RECITATIONS:**

- I. Owners/Developers are the fee owners of the “Land” described on **Exhibit A**, attached and incorporated herein. The Land is made up of various separate parcels of property. For purposes of this Agreement, the Land includes one parcel of property that is proposed to be developed with a gas station and market with a drive-through restaurant (the “Gas Station Parcel”) and certain other parcels (the “Adjacent Novi Mile Parcels”). The Gas Station Parcel is approximately 1.81 acres in area, and is *part* of Parcel No. 22-16-176-030 and is described on **Exhibit B**. The Adjacent Novi Mile Parcels consist of the remaining part of Parcel No. 22-16-176-030 (approximately 2.49 acres in area) and also Parcel Nos. 22-16-176-017, **22-16-176-026**, and 22-16-176-031 and are described on **Exhibit C**.
- II. For purposes of improving and initially using the 1.81-acre Gas Station Parcel for an approximately 6,820 square foot gas station and market with an attached drive-through restaurant, Owners/Developers petitioned the City for an amendment of the Zoning Ordinance to reclassify the Gas Station Parcel from **OST**, Office Service Technology, to **FS**, Freeway Service District. The OST classification shall be referred to as the “**Existing Classification**” and the FS classification shall be referred to as the “**Proposed Classification**.”
- III. The Proposed Classification would provide the Owners/Developers with certain material development options with respect to the Gas Station Parcel that are not available under the Existing Classification, and that would be a distinct and material benefit and advantage to the Owners/Developers. The Proposed Classification is consistent with the current proposed (but not adopted) amendments to the City’s Master Plan for Land Use showing the Gas Station

Parcel and portions of the Adjacent Novi Mile Parcels as part of a planned “Retail Overlay” area. If finalized through Zoning Ordinance, limited retail uses in the overlay area could include gas stations, restaurants, and other retail uses subject to regulations to be proposed.

- IV. The City has reviewed the Owners/Developers’ proposed petition to amend the zoning district classification of the Gas Station Parcel 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 (including building façade, elevations, and design) attached hereto and incorporated herein as **Exhibit D** (the “PRO Plan”), which is a conceptual or illustrative plan for the potential development of the Gas Station Parcel under the Proposed Classification, and not an approval to construct the proposed improvements as shown; and has reviewed the proposed PRO Conditions offered by the Owners/Developers described in Recital V immediately below.
- V. In petitioning for rezoning to the Proposed Classification, Owners/Developers have expressed as a firm and unalterable intent that Owners/Developers will develop and use the Land, including both the Gas Station Parcel and the Adjacent Novi Mile Parcels, in conformance with the following conditions, referred to as the **“PRO Conditions”**:
  - A. Owners/Developers shall develop and use the Gas Station Parcel solely for an approximately 6,820 square foot gas station and market with an attached drive-through restaurant as set forth on the PRO Plan, as such PRO Plan may be modified from time to time in accordance with the terms of this Agreement and the City’s Zoning Ordinance. Owners/Developers shall forbear from developing and/or using the Gas Station Parcel in any manner other than as authorized and/or limited by this Agreement; provided, however, that the owner of the Gas Station Parcel shall have the right to seek site plan approval and all other development and construction approvals for the gas station and related improvements in accordance with the Zoning Ordinance, including the right to seek to modify the improvements located on the Gas Station Parcel in accordance with the Zoning Ordinance, without the requirement of obtaining the approval of the owner(s) of the Adjacent Novi Mile Parcels (if different from the owner(s) of the Gas Station Parcel).

Nothing herein shall be deemed a limitation on the owner of the Gas Station Parcel’s right to request modifications to the improvements to be constructed on the Gas Station Parcel, in accordance with the PRO provisions of the City’s Zoning Ordinance. Following the execution of this Agreement, if the owner of the Gas Station Parcel seeks to make modifications to the improvements to be constructed on the Gas Station Parcel (not including the adjacent roadway) that under the Zoning

Ordinance require an amendment to this Agreement, the parties to this Agreement acknowledge and agree that the owner of the Gas Station Parcel may enter into an amendment to this Agreement to be recorded only against the Gas Station Parcel and to be executed only by the owner of the Gas Station Parcel and the City and, in such event, the owner of the Gas Station Parcel shall not be required to obtain the approval of the owner(s) of the Adjacent Novi Mile Parcels and shall not be required to have the owner(s) of the Adjacent Novi Mile Parcels join in such amendment to this Agreement.

- B. Subject to the terms and conditions of this Agreement and the PRO Ordinance, Section 3401, *et seq.*, of the Zoning Ordinance, Owners/Developers shall develop the Gas Station Parcel in accordance with all applicable laws, ordinances, and regulations of the City pertaining to such development required under the Proposed Classification, including all applicable height, area, and bulk requirements of the Zoning Ordinance as relates to the Proposed Classification, except as expressly authorized herein.

The PRO Plan is acknowledged and agreed by both the City and Owners/Developers to be a conceptual plan for the purpose of depicting the general area contemplated for development on the Gas Station Parcel and the proposed location of the Collector Road. The owner of the Gas Station Parcel will be required to obtain site plan approval for the development of the improvements to be constructed on the Gas Station Parcel in accordance with the terms of the PRO Ordinance. The Collector Road is to be located in, across, and through the Adjacent Novi Mile Parcels and shall be constructed as described below.

Some deviations from the provisions of the City's ordinances, rules, or regulations as to the gas station and market with an attached drive-through restaurant are depicted in the PRO Plan and are approved by virtue of this Agreement. However, except as to such specific deviations enumerated herein, the development of the Gas Station Parcel 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 pertaining to such development—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, and payment of review and inspection fees and performance guarantees pertaining to the proposed development of the Gas Station Parcel —except as expressly provided in this Agreement.

The building design, façade, and elevations shall be substantially similar (as determined by the City) to that submitted as part of the

Owners/Developers' final approval request, as depicted in **Exhibit D**, or as the same shall be approved by the City in connection with the site plan approval of the improvements to be constructed on the Gas Station Parcel, it being acknowledged and agreed that the final site plan may be modified if approved by the City without the requirements of obtaining the approval of the owner(s) of the Adjacent Novi Mile Parcels.

Owners/Developers shall, in connection with the site plan approval process, seek and obtain a parcel division to create the 1.81-acre Gas Station Parcel as contemplated in the PRO plan in accordance with applicable provisions of law and ordinance. For purposes only of the land division to create the 1.81-acre parcel, the provisions of this Agreement relating to the Collector Road shall be considered to have met any public road access requirements for the remaining portion of the parcel to the east.

C. Owners/Developers shall provide the following **Public Benefits/Public Improvements** in connection with the development of the Land:

(1) Conveyance of Right-of-Way for a Collector Road. The parties acknowledge and agree that a fundamental purpose of this Agreement is to document the Owners/Developers' obligation, in connection with the rezoning of the Gas Station Parcel from the Existing Classification to the Proposed Classification, to construct at no cost to the City a three-lane public Collector Road from Beck Road to Grand River Avenue (the "Collector Road") and to convey by warranty deed to the City in connection with the Collector Road a 60-foot wide right-of-way, together with a 5-foot utility easement on each side of the right-of-way ("Collector Road Right-of-Way"). The parties acknowledge and agree that the road right-of-way and construction is the primary "public benefit" under the proposed PRO, without a guarantee of which the rezoning would not satisfy the requirement for a PRO.

With the exception of the portion of the Collector Road Right-of-Way along and adjacent to the frontage of the Gas Station Parcel, which shall be located as shown on the PRO Plan and constructed at the time of development of the Gas Station Parcel if that development occurs first (the "Gas Station Portion of the Collector Road"), and also with the exception of the access points on Grand River and on Beck Road, which shall be and remain in the locations shown on the PRO Plan, the location of the Collector Road is shown on the attached **Exhibit E** as a conceptual configuration. The City acknowledges that configuration of the Collector Road shall initially be in the location shown on the attached **Exhibit E**, but may be subject to reconfiguration as provided below (other than the Gas Station Portion of the Collector Road). Owners/Developers agree that even if the configuration of the Collector Road changes from the



configuration shown **Exhibit E**, the Collector Road improvements shall in all events: (a) provide the access points from Grand River Avenue and Beck Road in the locations shown on **Exhibit E**; and (b) comply with the design and construction standards for roads within the City of Novi.

As further described in subparagraphs (2) and (3) below, the parties expect that the Owners/Developers will construct the Gas Station Portion of the Collector Road at the time of construction of the improvements on the Gas Station Parcel (which is expected to occur before the development of the Adjacent Novi Mile Parcels), and that the remainder of the Collector Road will be constructed either (i) at the time of the first construction of a building, structure, or parking lot on the *first* of the Adjacent Novi Mile Parcels, or any portion or part thereof, as provided in Recital V.C(3) below, or (ii) in connection with the development of a parcel abutting the proposed Collector Road but located outside of the Adjacent Novi Mile Parcels (collectively, the "Abutting Parcels" as shown on **Exhibit E**) as provided in Recital V.C(3) below, if the development approval requires construction of the remaining portion of the Collector Road. The parties further intend that the right-of-way for the Collector Road will be formally dedicated to and accepted by the City in connection with the construction of each part of the Collector Road in accordance with City ordinances governing dedication and acceptance of roads and utilities.

In order to ensure the construction of the entire Collector Road and the conveyance of the Collector Road Right-of-Way for the portion of the Collector Road that is not constructed with the gas station development (i.e., the portion to be constructed on the Adjacent Novi Mile Parcels), Owners/Developers shall deliver into escrow, with an escrow agent mutually agreed to by the parties a deed (or deeds) and easement (or easements) for the entire Collector Road Right-of-Way at the initial location and in the initial configuration shown in **Exhibit E**, which shall include separate deed(s) and easement(s) for the Gas Station Portion of the Collector Road and the remainder of the Collector Road to be constructed on the Adjacent Novi Mile Parcels. The deed(s) and easement(s) ("conveyance documents") shall be in a form acceptable to the City and Owners/Developers and shall be substantially in accordance with the form of deed and easement attached hereto as **Exhibit F**. Except as otherwise provided in this subparagraph (1), the conveyance document shall be placed into escrow within 60 days of the effective date of this Agreement.

The form of the escrow agreement shall be agreed upon by the parties. Subject to the limitations set forth in this Agreement, the escrow documents shall be considered to be delivery of the conveyance documents, but shall permit the parties to modify the legal description and location of the Collector Road Right-of-Way for the remainder of the Collector Road before the release and recording of the conveyance

documents and shall not preclude the location of the Collector Road Right-of-Way for the remainder of the Collector Road from being modified even after the recording of the deed by agreement with the City to reconvey a portion of the Collector Road Right-of-Way to the Owners/Developers in connection with a reconfiguration of the Collector Road Right-of-Way approved by the City as to that part of the Collector Road not built with the gas station development (i.e., the Gas Station Portion of the Collector Road). The conditions and circumstances under which the conveyance documents relating to the remainder of the Collector Road may be removed from escrow and recorded are set forth below in subparagraph (3).

Owners/Developers acknowledge that approximately one-half (30 feet) of the right-of-way for the proposed Gas Station Portion of the Collector Road, as well as an area of the Collector Road east of that Portion, are located on the property to the south of the Gas Station Parcel, and designated Parcel No. 22-16-176-033. Owners/Developers shall be responsible to secure a warranty deed and the corresponding five (5) foot easement for the entire proposed Collector Road Right-of-Way not owned by Owners/Developers from the Owner of such parcel in connection with the placement of the deed/easement into escrow as set forth above in this Recital, but in no event later than the time of preliminary site plan approval unless otherwise permitted by the City.

(2) Construction of a Portion of the Collector Road with Gas Station Development. If, as the parties expect, the development of the Gas Station Parcel occurs before development of any of the Adjacent Novi Mile Parcels, Owners/Developers shall construct the Gas Station Portion of the Collector Road that is shown on the PRO Plan, **Exhibit D**, as the access for the gas station development, at the time of the construction of the improvements on the Gas Station Parcel (i.e., that portion that is part of or abutting/adjacent to the entire frontage of the Gas Station Parcel). Owners/Developers shall post the performance guarantees required by the City of Novi Code of Ordinances to construct the road as a site improvement to be dedicated to the City as to the Gas Station Portion of the Collector Road. The Gas Station Portion of the Collector Road (and any public utilities located therein) shall be designed and built to public road standards as set forth in the City of Novi Code of Ordinances. The Gas Station Portion of the Collector Road shall be dedicated to and accepted by the City in accordance with the procedures set forth in the City's Code of Ordinances.

The Collector Road shall be constructed so as to provide a temporary cul-de-sac at the immediate end of the Gas Station Portion of the Collector Road unless the location is revised by the City at the time of site plan approval (i.e., *not* in the location shown on the attached **Exhibit E**). The

temporary cul-de-sac shall be built to the City's design and construction standards as set forth in the City of Novi Code of Ordinances; provided, however, that until construction of the remaining portion of the Collector Road, the cul-de-sac area is not required to be paved but may be gravel; and further provided that the Owners/Developers shall maintain such temporary cul-de-sac area, until such time as it has been accepted by the City.

Except as otherwise authorized by the City, the Owners/Developers shall tender the Gas Station Portion of the Collector Road constructed with the Gas Station development at the same time as its request for a temporary certificate of occupancy, and shall undertake all activities, improvements, and efforts necessary to accomplish the acceptance as specified in the City's Code of Ordinances within a reasonable time of its initial commencement. The City agrees to accept the Gas Station Portion of the Collector Road as a public road when the requirements for dedication and acceptance set forth in the City's Code of Ordinances have been met.

As part of its obligation in this subparagraph (2), Owners/Developers shall comply with all requirements of MDOT and/or the Road Commission for Oakland County (RCOC) to the extent that MDOT and/or RCOC has jurisdiction over the completion of such improvements and, to the extent that any permits are issued by MDOT and/or RCOC with respect to such improvements, Owners/Developers shall comply with any conditions or requirements identified in the permits issued by MDOT and RCOC for purposes of such improvements. In the event the access points shown on the attached **Exhibit E** are required by MDOT or RCOC to be altered or shifted, the City shall mutually and reasonably agree on an alternate location that most closely provides the benefits of the location shown on **Exhibit E**.

(3) Construction of the Remainder of the Collector Road with Future Development. If, as the parties expect, the Gas Station Portion of the Collector Road section is built first, Owners/Developers shall commence construction of the remainder of the Collector Road at the time the Owners/Developers commence "construction" of a building, structure, or parking lot on any portion of any of the Adjacent Novi Mile Parcels. For purposes of this subparagraph (3), "construction" shall mean the commencement of construction of a building, structure, or parking lot on any of the Adjacent Novi Mile Parcels, as defined in the City's Code of Ordinances; provided, however, that nothing herein shall be deemed to require the commencement of construction of the remainder of the Collector Road in connection with land development activities on the Adjacent Novi Mile Parcels that do not involve or are not related to construction of a building, structure, or parking lot on any of the Adjacent Novi Mile Parcels. This obligation to construct the remainder of the

Collector Road shall arise upon the “construction” of a building, structure, or parking lot on any portion of the Adjacent Novi Mile Parcels as they exist at the time of this Agreement, but shall arise regardless of whether the proposed building, structure, or parking lot is proposed to be accessed by the Collector Road; provided, however, that such obligation to construct the remainder of the Collector Road shall in no event arise as a result of the installation of storm water detention pond(s) or other development-type improvements on the Adjacent Novi Mile Parcels which are required in connection with the development of the Gas Station Parcel.

Except as otherwise provided in this Agreement with respect to the initial development of the Abutting Parcels, the final configuration and location of the Collector Road shall be determined in connection with the site plan approval for the first development of any portion of any of the Adjacent Novi Mile Parcels.

Owners/Developers may not avoid the obligation to develop the Collector Road by splitting or dividing the parcels or seeking such a split or division; provided, however, that it is expressly acknowledged that Owners/Developers shall have the right to split and/or divide its parcels in accordance with applicable laws, ordinances, and procedures. Owners/Developers acknowledge and agree that such actions may require the provision of the Collector Road Right of Way if and to the extent public road access is required by applicable laws, ordinances, and procedures to secure approval. Owners/Developers expressly agree that no temporary or final certificates of occupancy for any building, structure, or parking lot constructed on any portion of the Adjacent Novi Mile Parcels, shall be issued until the Collector Road Right-of-Way has been provided and the Collector Road has been built or has been otherwise provided for as part of the development approval process in a manner acceptable to the City.

To secure performance of this obligation, Owners/Developers shall also post, at the same time required for posting of guarantees for site development in connection with the first development of any portion of the Adjacent Novi Parcels, the performance guarantees required by the City of Novi Code of Ordinances to construct the road as a site improvement to be dedicated to the City, as to that portion of the Collector Road to be constructed at such time.

The remainder of the Collector Road shall be designed and built to public road standards as set forth in the City of Novi Code of Ordinances. The Owners/Developers shall tender the portion of the Collector Road constructed pursuant to this subparagraph (3) at the same time as its request for a temporary certificate of occupancy for a building, structure, or parking lot constructed on any portion of the Adjacent Novi Mile

Parcels abutting the Collector Road, and shall undertake all activities, improvements, and efforts necessary to accomplish the acceptance as specified in the City's Code of Ordinances within a reasonable time of its initial commencement. The City agrees to accept such portion of the Collector Road as a public road when the requirements for dedication and acceptance set forth in the City's Code of Ordinances have been met.

The Owners/Developers shall not be obligated to commence construction of the Collector Road as a result of the development of or construction on the Abutting Parcels; provided, however, that in the event that a property owner owning an Abutting Parcel proposes to commence construction of a building or other structure on its property and is required by the City to install the Collector Road in connection with the completion of its development of its property, then, upon request by the City, the conveyance documents relating to and conveying the remainder of the Collector Road Right-of-Way in the location as currently shown on **Exhibit E** shall be released from escrow to the City for recording in connection with the construction, dedication, and acceptance of the Collector Road. The City shall give Owners/Developers sixty (60) days' written notice at the above addresses of its intent to require release of the deed(s) easement for construction of the Collector Road in connection with the development of the Abutting Parcel. Within that sixty (60) day time period, the Owners/Developers shall be permitted to propose a new or alternate location for the remainder of the Collector Road that: (a) provides the access points from Grand River Avenue and Beck Road in the locations shown on **Exhibit E**; and (b) complies with the design and construction standards for roads within the City of Novi. The modified location shall not deprive the Abutting Parcels of the intended public road access and frontage. If such modified location is approved by the City, revised conveyance documents in a form acceptable to the City shall be provided to the City. The revised conveyance documents shall provide that, if the Owners/Developers desire to modify the location of the Collector Road Right-of-Way that is not adjacent to the Abutting Parcels and in a manner and to a location that is approved by the City, they shall do so at their sole cost and expense and the City shall reconvey to them any portion of the Collector Road Right-of-Way necessary in order to implement the relocation of the Collector Road Right-of-Way.

If the owner of an Abutting Parcel is required by the City to build the remaining portion of the Collector Road, the Owners/Developers shall be relieved of their obligations to construct the Collector Road under this Agreement only if and to the extent that: (i) the owner of the Abutting Parcel posts all required performance guarantees to build the remaining portion of the Collector Road; and (ii) the owner of the Abutting Parcel actually commences development of its property and/or construction of the remaining portion of the Collector Road such that the City has the

right and authority to take or execute on the performance guarantee and to complete construction of the road itself. In such event, Owners/Developers shall have no obligations to install the Collector Road and shall be permitted to construct/develop the Adjacent Novi Mile Parcels and obtain certificates of occupancy with respect to the buildings constructed thereon upon the completion, dedication, and acceptance of the Collector Road, without the requirement that Owners/Developers install the Collector Road. In the event that the owner of an Abutting Parcel has commenced installation of the Collector Road but thereafter fails to complete the installation of the Collector Road, then the City shall undertake reasonable actions as it determines to be within its authority to cause the Collector Road to be completed by the owner or developer of the Abutting parcel in accordance with the City's Code of Ordinances.

The parties acknowledge that the remainder of the Collector Road will be built in, across, and through the Adjacent Novi Mile Parcels owned by the Owners/Developers. In the event that the owner or developer of the Abutting Parcel fails or refuses to complete the remainder of the Collector Road, and the City has determined that the owner or developer of the Abutting Parcel is in default of its obligation but has not secured compliance with such obligation, then the Owners/Developers may give the City sixty (60) days' notice of their intention to complete the remainder of the Collector Road. To the extent that the Owners/Developers complete the remainder of the Collector Road, and the City has taken or executed upon and secured the performance guarantees posted by the owner or developer of the Abutting Parcel, the City of Novi shall reimburse the Owners/Developers for the reasonable costs incurred by the Owners/Developers in connection with the completion of the remainder of the Collector Road from such funds up to the amount of the guarantee secured.

The City acknowledges that the Adjacent Novi Mile Parcels are not proposed to be developed with buildings or other improvements at this time. The only requirements with regard to the Adjacent Novi Mile Parcels relate to conveyance of the Collector Road Right-of-Way and requirements for construction of the Collector Road as set forth in this Agreement. The City further acknowledges that the obligations pertaining the Collector Road Right-of-Way and construction shall be the obligations of the Owners/Developers, and shall not be an obligation of the owner of the Gas Station Parcel, if the owner of the Gas Station Parcel is different from Owners/Developers as a result of a conveyance or other transfer.

If any portion of the Adjacent Novi Mile Parcels is developed before the development of the Gas Station Parcel (i.e., if the gas station development does not occur first as contemplated by the parties, and the Adjacent Novi Mile Parcels are developed first), the entire Collector Road shall be

constructed with the construction of the first building, structure, or parking lot on the *first* of the Adjacent Novi Mile Parcels to be developed and the Collector Road Right-of-Way and the Collector Road shall be tendered for acceptance by the City in accordance with the City's Code of Ordinances in connection with construction of the first building on the Adjacent Novi Mile Parcels.

In connection with the acceptance of the entire Collector Road by the City (i.e., the Gas Station Portion and the remaining portion as described in this Agreement), the City shall execute and deliver to the owner(s) of the Adjacent Novi Mile Parcels recordable release(s) of this Agreement whereby this Agreement shall be released and discharged from the Adjacent Novi Mile Parcels such that this Agreement shall be deemed to be an agreement solely between the City and the owner of the Gas Station Parcel.

(4) Limitations on Left Turns onto Beck Road. The PRO Plan (Exhibit D) does not contemplate limiting left turns out of the Gas Station Parcel. If the gas station development on the Gas Station Parcel occurs before the development of the Adjacent Novi Mile Parcels, the City has determined not to limit such turning movements in connection with that sole development at the time of site plan approval. However, the City retains all of its authority to regulate any and all traffic and traffic movements at any time in the public health, safety, and welfare. Owners/Developers specifically acknowledge that at the time that any portion of the Adjacent Novi Mile Parcels are developed, or if the Abutting Parcels are developed, or following completion and acceptance of the Collector Road linking Beck Road and Grand River Avenue, or if the City or RCOC determines that traffic conditions in the area so require, the City and/or RCOC shall have the right to limit or prohibit left turns out onto Beck Road, either as part of site plan approval for any future development or by way of appropriate traffic control action; provided, however, that nothing in this Agreement shall preclude Owners/Developers from seeking approval for left turns out onto Beck Road under specified conditions (e.g., with additional Beck Road improvements, or at certain times) as part of the development/site plan approval or otherwise.

(5) Access Easement to Sanitary Sewer Force Main. Owners/Developers shall provide at the time of final site plan approval for the gas station development on the Gas Station Parcel an 18-foot wide Access Easement to allow access to the City's sanitary sewer force main over the east side of the Gas Station Parcel in the location shown on the PRO Plan. Such easement shall be in a form acceptable to the City. Owners/Developers, in connection with the Gas Station site improvements, will provide a mountable curb and pavement capable of supporting 35 tons to the MDOT right-of-way within the access easement area. The easement shall require

the City to repair any damage caused to the Owners/Developers' property as a result of such activities and shall further provide for reasonable relocation rights for the benefit of Owners/Developers to the extent necessary in order to develop the property subject to the easement.

(6) Improvements to MDOT Storm Water Basin. In connection with Owners/Developers' development plans for the Gas Station Parcel, Owners/Developers shall make their good faith efforts to seek any necessary approvals to improve the existing basin (the "MDOT Basin") located within the I-96 ROW and east of Beck Road to provide additional storm water quality and quantity treatment for the drainage basin area. The work contemplated may include deepening the MDOT Basin to create a wet detention basin to provide additional storage, permanent water and treatment for the Land and the public road ROW drainage (SPUI, Beck Road and Grand River Avenue). The storm water management system will be designed in accordance to the City of Novi's storm water standards. Minor improvements to the existing outlet structure may also be required as part of the MDOT Basin's improvements. Notwithstanding anything contained herein to the contrary, however, in no event Owners/Developers be required to improve the MDOT Basin.

The parties acknowledge that the necessary approvals and agreements have not been secured for the above-described improvements, and that such approvals and agreements may not be possible. The parties therefore agree that this provision does not impose a condition on Owners/Developers that such approvals be issued prior to commencement of development of the Land or construction thereon. The City agrees to participate in any discussions or negotiations with MDOT; provided, however, that the City has no obligation to participate financially or otherwise in any specific improvements (e.g., a Chapter 4 or Chapter 20 drain) or to agree to specific improvements or obligations.

In the event that all such approvals have been obtained in order to improve the MDOT storm water basin north of the Gas Station Parcel and adjacent to the I-96 freeway, Owners/Developers will retain any and all obligations to maintain the improvements in the basin, subject to the City's right (but not obligation) to perform necessary maintenance if Owners/Developers fail to do so and to charge the cost of doing so to Owners/Developers. Any and all improvements proposed to the MDOT storm water basin are subject to review and approval by the City at the time of preliminary site plan review.

If no agreement is reached with MDOT by the time of preliminary site plan submittal, Owners/Developers shall provide for storm water detention on the Adjacent Novi Mile Parcels as approved by the City at site plan review and in such event, the obligations on Owners/Developers under



this Recital V(6) pertaining to the MDOT Basin shall be deemed null and void and of no further force and effect.

- VI. The parties acknowledge that this Agreement contains terms and conditions in addition to the PRO Conditions, all of which are binding on Owners/Developers; provided, however, that in the event of a transfer of the Gas Station Parcel to a third party, such third party shall not have, by virtue of that transfer, any obligations in connection with the requirements to convey the Collector Road Right-of-Way on the Adjacent Novi Mile Parcels or to build the remaining portion of the Collector Road on the Adjacent Novi Mile Parcels, which such obligations shall remain the obligations of the Owners/Developers.

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

1. Each and every provision, representation, term, condition, right, and obligation set forth in Recitations I-VI is incorporated as a part of this Agreement.

Upon the Proposed Classification becoming final following entry into this Agreement, and as otherwise provided in the PRO Ordinance, Section 3401 *et seq.* of the City's Zoning Ordinance:

- a. No use of the Gas Station Parcel shall be allowed except the use shown on the PRO Plan, Exhibit D incorporated herein, for an approximately 6,820 square foot gas station and market with an attached drive-through restaurant. Site plan review for the development of the Gas Station Parcel is required in accordance with the terms of the City's Ordinances; provided, however, that modifications to the improvements to be constructed on the Gas Station Parcel shall be permitted subject to the City of Novi's approval and without a requirement of obtaining the approval of the owner(s) of the Adjacent Novi Mile Parcels;
- b. Owners/Developers and their successors, assigns, and/or transferees shall act in conformance with the PRO Plan and PRO Conditions, including the provision of the Public Benefits/Public Improvements, all as described above and incorporated herein; provided, however, the obligations of the Owners/Developers relating to construction of the remainder of the Collector Road across the Adjacent Novi Mile Parcels shall not apply to the owner of the Gas Station Parcel if different from the Adjacent Novi Mile Parcels as a result of a conveyance or other transfer;
- c. Owners/Developers and their successors, assigns, and/or transferees shall forbear from acting in a manner inconsistent with the PRO Plan and PRO Conditions, and the Public Benefits/Public Improvements, all as described in the Recitations above and incorporated herein; and

- d. Owners/Developers shall commence and complete all actions necessary to carry out the PRO Plan and all of the PRO Conditions and Public Benefits/Public Improvements, all as described in the Recitations above and incorporated herein.
2. The following deviations from the standards of the City's Zoning Ordinance with respect to the Gas Station Parcel are hereby authorized pursuant to Section 3402.D.1.c of the City's Zoning Ordinance:
    - (a) the required front yard parking setback of 20 feet shall be reduced to 10 feet;
    - (b) the required exterior side yard setback of 20 feet shall be reduced to 5 feet;
    - (c) the required interior side yard setback of 10 feet shall be reduced to 5 feet;
    - (d) required setback for the proposed dumpster of 10 feet shall be reduced to 5 feet;
    - (e) the required 3-foot tall berm along the Beck Road frontage is waived, provided that additional plantings as generally described on **Exhibit D** are installed in the right-of-way as reasonably required by the Planning Commission at the time of site plan approval;
    - (f) the required 3-foot tall berm along the I-96 frontage is waived, provided that additional plantings as generally described on **Exhibit D** are installed in the right-of-way as reasonably required by the Planning Commission at the time of site plan approval;
    - (g) the required 3-foot tall berm along the access road frontage is waived, provided that a partial berm as generally described on **Exhibit D** and partial 3-foot tall wall as generally depicted on **Exhibit D** and as shown on the PRO Plan;
    - (h) the interior parking lot landscaping is reduced by 333 square feet (2,687 square feet required, 2,356 square feet provided);
    - (i) the required building foundation planting on the south side of the building is waived;
    - (j) the required foundation planting area is reduced by 1,482 square feet (2,768 square feet required, 1,286 square feet provided);

(k) the end island at northwest corner of the site may be striped instead of landscaped;

(l) two same-side driveway spacing waivers are granted for the proposed access drives on the Collector Road (125 feet required, 90 feet and 61 feet provided);

(m) the signage identified on **Exhibit D** shall be permitted. Any additional signs on the Gas Station Parcel shall require approval of City Council.

(n) The gas station canopy shall include EIFS instead of flat metal panels as shown on **Exhibit D**. The cultured stone columns on the canopy shall be as shown on **Exhibit D**.

(o) Three (3) parking spaces at the center of the eastern-most row of parking shall be landbanked to provide additional space for landscaping and screening of loading zone.

3. Owners/Developers shall be permitted to install an additional curb cut along Grand River Avenue west of the Collector Road in a location to be determined at the time of site plan approval for adjacent development.
4. Owners/Developers acknowledge and agree that the City has not required the submission of the PRO application, the PRO Plan, or the PRO Conditions, including the Public Benefits/Public Improvements. The PRO application, the PRO Plan, and the PRO Conditions, including the Public Benefits/Public Improvements, have been voluntarily offered by Owner in order to provide an enhanced use and value of the Land, including the Gas Station Parcel and the Adjacent Novi Mile Parcels, to protect the public safety and welfare, and to induce the City to rezone the Gas Station Parcel to the Proposed Classification so as to provide material advantages and development options for the Owners/Developers.
5. Each of the provisions, requirements and conditions in this Agreement represents a necessary and reasonable measure, which, when considered with all other conditions and requirements, is roughly proportional to the burdens and increased impact that will be created by the uses allowed by the approved rezoning to the Proposed Classification, taking into consideration the changed zoning district classification and the specific use authorization granted.
6. In the event the Owners/Developers or their respective successors, assigns, and/or transferees attempt to proceed, or do proceed, with actions to complete improvement of the Gas Station Parcel in any manner other than as an approximately 6,820 square foot gas station and market and an attached drive-through restaurant as shown on **Exhibit D**, including the construction of the Gas

Station Portion of the Collector Road, other than as permitted under this Agreement, the City shall be authorized to revoke all outstanding building permits and any certificates of occupancy issued for such building and use on the Gas Station Parcel. In the event the Owners/Developers fail or refuse to timely provide the Gas Station Portion of the Collector Road Right-of-Way, the City shall be entitled to release of the conveyance documents for that portion of the right-of-way. The rights in this Paragraph 6 are in addition to the legal and equitable rights that the City has by statute, ordinance, or other law.

7. In addition to the provisions in Paragraph 6 above with respect to development of the Gas Station Parcel, in the event the Owners/Developers, or their respective successors, assigns, and/or transferees proceed with a proposal for, or undertake any other pursuit of, development of the Gas Station Parcel in a manner that is in material violation of the PRO Plan or the PRO Conditions, 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, to amend the Master Plan and/or zoning classifications of the Gas Station Parcel to a reasonable classification determined appropriate by the City, and neither the Owners/Developers nor their respective successors, assigns, and/or transferees, shall have any vested rights in the Proposed Classification and/or use of the Gas Station Parcel as permitted under the Proposed Classification; provided, however, that the obligations of the Owners/Developers pertaining the conveyance and completion of the Collector Road and the development of the Adjacent Novi Mile Parcels shall only bind the owners of the Adjacent Novi Mile Parcels and shall not bind the owner of the Gas Station Parcel (if different from the Owners/Developers). Owners/Developers and their respective successors, assigns, and/or transferees shall be estopped from objecting to the rezoning and reclassification to such reasonable classification 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 Gas Station Parcel; provided, however, that this provision shall not preclude Owners/Developers from otherwise challenging the reasonableness of such rezoning as applied to the Gas Station Parcel.

If Owners/Developers, or their respective successors, assigns, and/or transferees, fail to comply with their obligations to provide the Collector Road Right-of-Way, or build the remaining portion of the Collector Road, or the entire Collector Road, either with the *first* “construction” of a building, structure, or parking lot on any portion of any of the Adjacent Novi Mile Parcels, or as required in connection with the development of the Abutting Parcels, the City shall be permitted to remove the deeds/easements (conveyance documents) referred to in Recital V.C(1) and (3) from escrow and to record them in order to convey the right-of-way and easements to the City. The City shall give the Owners/Developers sixty (60) days’ notice of its intention to remove the conveyance documents from escrow.

The City may also refuse to issue any certificate of occupancy for any building, structure, or parking lot constructed on the Adjacent Novi Mile Parcels until such obligations have been satisfied or otherwise provided for to the City's satisfaction. The parties acknowledge that this remedy is in addition to any other rights and remedies that the City has or will have with regard to the performance guarantees issued in connection with the construction of the Collector Road, which shall be posted for the completion of the remainder of the Collector Road at the time initial development permits are issued in connection with the *first* construction of a building, structure, or parking lot on any portion of any of the Adjacent Novi Mile Parcels in accordance with the City's Code of Ordinances.

8. By execution of this Agreement, the City, and Owners/Developers (and their successors, assigns, and transferees) each acknowledge and agree that following the construction, dedication and acceptance of the entire Collector Road to the City, this Agreement shall be automatically terminated and released with respect to the Adjacent Novi Mile Parcels and shall become an agreement solely between the owner of the Gas Station Parcel and the City, and, upon request, the City and the owner of the Gas Station Parcel (if different from Owners/Developers) shall execute such documentation as may be reasonably requested by the Owners/Developers to evidence the termination and release of this Agreement; provided, however, that such termination and release shall be deemed effective by operation of law following acceptance by the City of the entire Collector Road, and no further documentation shall be necessary to evidence the termination and release of this Agreement from the Adjacent Novi Mile Parcels.
9. By execution of this Agreement, Owners/Developers acknowledge that they have acted in consideration of the City approving the Proposed Classification on the Gas Station Parcel, and Owners/Developers agree to be bound by the provisions of this Agreement.
10. After consulting with an attorney, Owners/Developers understand and agree 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 they 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 Owners/Developers inconsistent with the terms of this Agreement.
11. This PRO Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, assigns and transferees. This Agreement shall be recorded with the office of the Oakland County Register of Deeds as to all affected parcels, including the Adjacent Novi Mile Parcels, and the rezoning to the Proposed Classification shall not become effective until such recording has occurred. The Escrow Agreement referred to in Recital V.C(1) shall also be recorded in its entirety as to all affected parcels, including the Adjacent Novi Mile Parcels.

The City acknowledges that the Adjacent Novi Mile Parcels may be divided or condominiumized in accordance with all applicable laws, ordinances, and regulations, and that portions of the Adjacent Novi Mile Parcels may be conveyed to third parties as allowed by law. However, Owners/Developers acknowledge that applicable laws, ordinances, and regulations may require the provision of a public road in connection with such approvals, and that this Agreement does not alter or vary those requirements. The parties agree that a third party purchaser shall not by virtue of this Agreement be obligated to construct the Collector Road. However, such obligations shall be and remain the obligations of Owners/Developers under this Agreement. Owners/Developers also acknowledge and agree on behalf of themselves and their successors, assigns, and/or transferees that: (i) this Agreement binds all successors, assigns, and transferees as to the preclusion of development and/or construction of buildings, structures, or parking lots on Adjacent Novi Mile Parcels without the conveyance/construction of the entire Collector Road; (ii) no permits for development will be issued by the City as to the Adjacent Novi Mile Parcels until performance guarantees for the Collector Road are posted; and (iii) no occupancy permits of any kind will be issued as to the Adjacent Novi Mile Parcels until the Collector Road has been accepted by the City.

If Owners/Developers transfer any portion of the Adjacent Novi Parcels that include the Collector Road Right-of-Way as described in Exhibit E, then the conveyance documents under the Escrow Agreement as required above shall be amended accordingly to reflect the transfer of ownership and continued conveyance obligations.

12. The parties agree to work in good faith to implement the terms of this Agreement, to permit the development of the land in accordance with the terms hereof, and to meet as and when reasonably required in order to address issues of concern to either party in connection with the development of the land and the matters contemplated under this Agreement.
13. This Agreement has been duly authorized by all necessary action of the Owners/Developers and the City.
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. In the event that there is a failure by the Owners/Developers to timely perform any obligations undertaken required by this Agreement, the City shall serve written notice thereof setting forth such default and shall provide the Owners/Developers with the reasonable period of time to cure any such default.

16. 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.
17. If the rezoning of the Gas Station Parcel becomes void in the manner provided in the Ordinance and this Agreement, or if this Agreement is held by a court of competent jurisdiction to be void or of no force and effect, then the zoning classification pertaining to the Gas Station Parcel shall revert to the Existing Classification.
18. This agreement may be amended only as provided in the Zoning Ordinance, Section 3401, *et seq.*
19. This Agreement may be signed in counterparts.

**(SIGNATURES ON NEXT PAGE)**

THE UNDERSIGNED have executed this Agreement effective as of the day and year first written above.

**NOVI MILE, LLC**  
a Michigan limited liability company

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

Its: Managing Member

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me appeared \_\_\_\_\_, Managing Member of Novi Mile, 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

**CP NOVI CENTER, LLC**  
a Michigan limited liability company

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

Its: Managing Member

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me appeared \_\_\_\_\_ Managing Member of CP Novi Center, 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



**CITY OF NOVI**

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

By:

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

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

By:

\_\_\_\_\_  
Maryanne Cornelius, Clerk

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

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

STATE OF MICHIGAN    )  
  ) ss.  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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.

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

Drafted by:

Thomas R. Schultz  
30903 Northwestern Highway  
Farmington Hills, MI 48334

When recorded return to:

Maryanne Cornelius, Clerk  
City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375-3024

## Index of Exhibits

Exhibit A.....Parcels Owned by "Novi Mile, LLC" and "CP Novi Center, LLC"

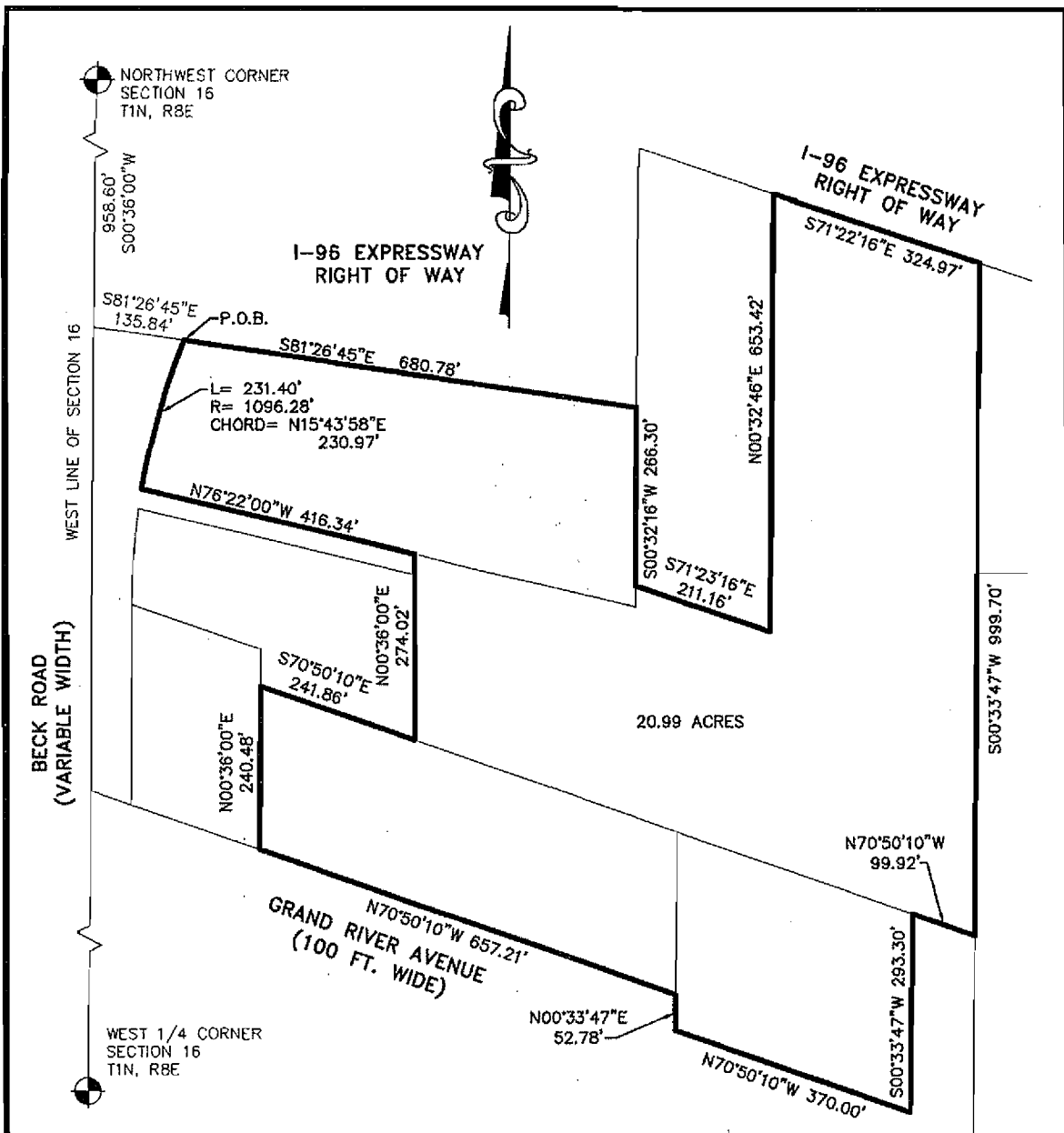
Exhibit B.....Gas Station Parcel

Exhibit C.....Parcels Owned by Applicant Excluding the Gas Station Parcel

Exhibit D.....Planned Rezoning Overlay Plan

Exhibit E.....Collector Road Plan

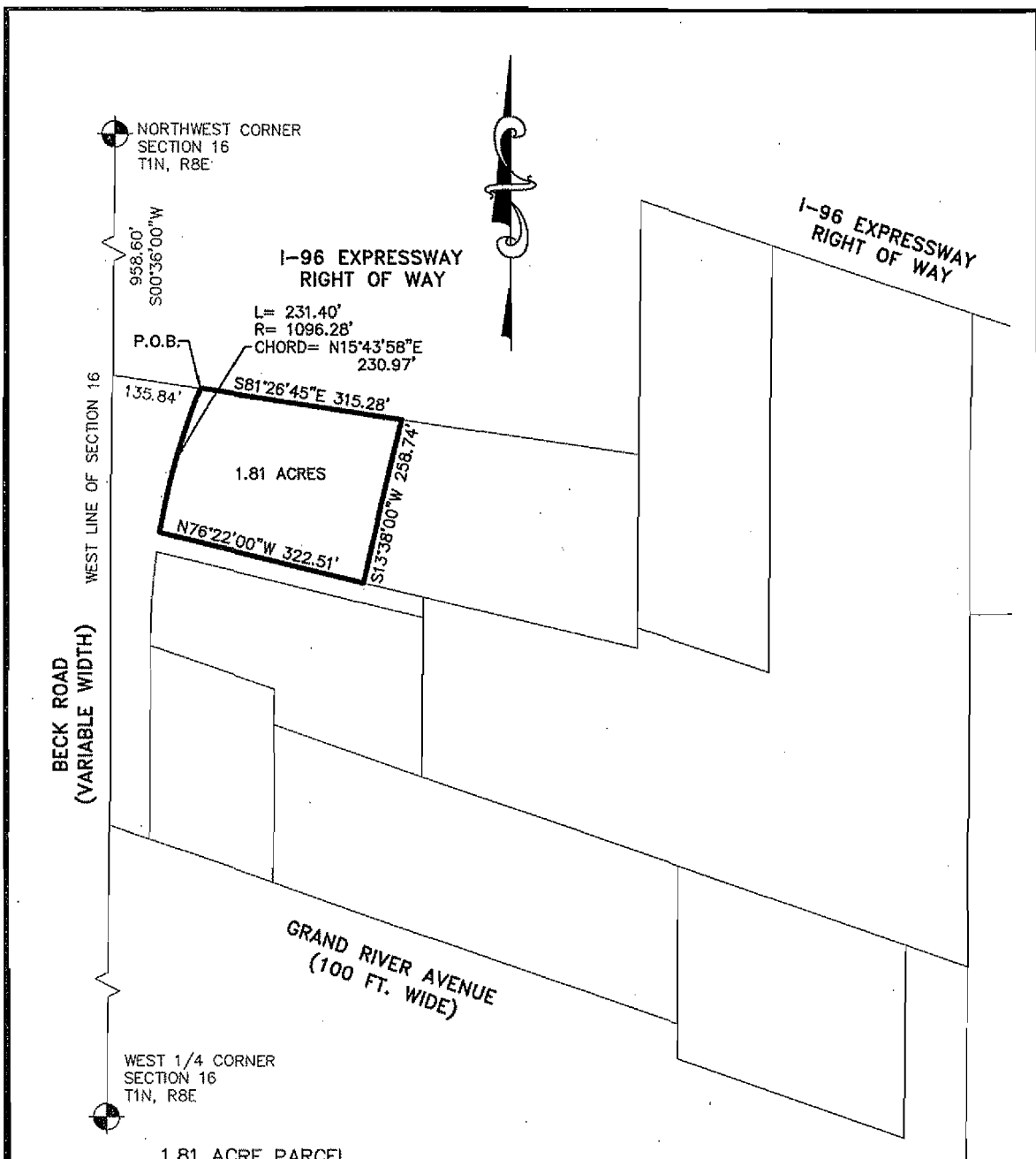
Exhibit F.....Deed and Easement for Collector Road



20.99 ACRE PARCEL  
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E 135.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S81°26'45"E 680.78 FEET; THENCE S00°32'16"W 266.30 FEET; THENCE S71°23'16"E 211.16 FEET; THENCE N00°32'46"E 653.42 FEET; THENCE S71°22'16"E 324.97 FEET; THENCE S00°33'47"W 999.70 FEET; THENCE N70°50'10"W 99.92 FEET; THENCE S00°33'47"W 293.30 FEET; THENCE N70°50'10"W 370.00 FEET; THENCE N00°33'47"E 52.78 FEET; THENCE N70°50'10"W 657.21 FEET; THENCE N00°36'00"E 240.48 FEET; THENCE S70°50'10"E 241.86 FEET; THENCE N00°36'00"E 274.02 FEET; THENCE N76°22'00"W 416.34 FEET; THENCE 231.40 FEET ALONG THE ARC OF A 1096.28 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N15°43'58"E 230.97 FEET TO THE POINT OF BEGINNING, CONTAINING 20.99 ACRES OF LAND, MORE OR LESS, BEING PART OF THE NORTHWEST 1/4 OF SAID SECTION 16, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**ALPINE**  
 ENGINEERING, INC.  
 CIVIL ENGINEERS & LAND SURVEYORS  
 46892 WEST ROAD  
 SUITE 109  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

CLIENT:	NOVI MILE, LLC	DATE:	3/17/2010
<b>EXHIBIT A</b>		DRAWN BY:	JIF
		CHECKED BY:	GLM
<b>20.99 ACRE PARCEL</b>		0 100 200	
		SECTION: 16	TOWNSHIP: 1 N
CITY OF NOVI		FBK: 212	1
OAKLAND COUNTY		CHF: BAJ	08-278
MICHIGAN		SCALE HOR 1"=200 FT. VER 1"= FT.	

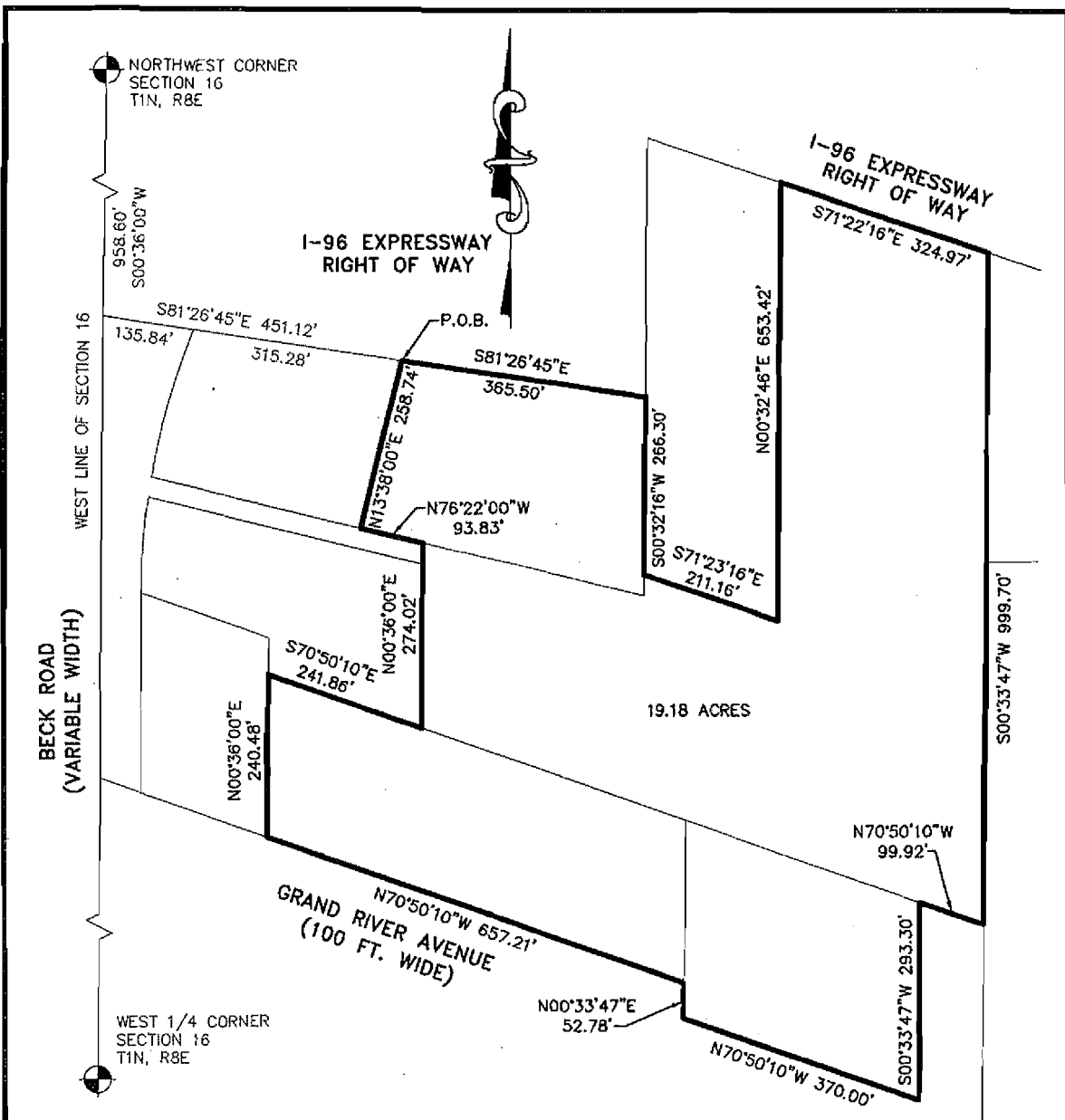


1.81 ACRE PARCEL  
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16,  
 TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND  
 COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG  
 THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E  
 135.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING  
 S81°26'45"E 315.28 FEET; THENCE S13°38'00"W 258.74 FEET;  
 THENCE N76°22'00"W 322.51 FEET; THENCE 231.40 FEET ALONG  
 THE ARC OF A 1096.28 FOOT RADIUS CURVE TO THE RIGHT,  
 CHORD BEARING N15°43'58"E 230.97 FEET TO THE POINT OF  
 BEGINNING, CONTAINING 1.81 ACRES OF LAND, MORE OR LESS,  
 BEING PART OF THE NORTHWEST 1/4 OF SAID SECTION 16,  
 AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF  
 RECORD.

**ALPINE**  
 ENGINEERING, INC.  
 CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD  
 SUITE 109  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

CLIENT:	NOVI MILE, LLC	DATE:	3/17/2010
	<b>EXHIBIT B</b>	DRAWN BY:	JIF
	<b>1.81 ACRE PARCEL</b>	CHECKED BY:	GLM
SECTION: 16	TOWNSHIP: 1 N	RANGE: 8 E	0 100 200
CITY OF NOVI	OAKLAND COUNTY	MICHIGAN	FBK: 212
			1
			08-278
		SCALE	HOR 1"=200 FT. VER 1"= FT.



19.18 ACRE PARCEL  
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 1 NORTH, RANGE B EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E 451.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S81°26'45"E 365.50 FEET; THENCE S00°32'16"W 266.30 FEET; THENCE S71°23'16"E 211.16 FEET; THENCE N00°32'46"E 653.42 FEET; THENCE S71°22'16"E 324.97 FEET; THENCE S00°33'47"W 999.70 FEET; THENCE N70°50'10"W 99.92 FEET; THENCE S00°33'47"W 293.30 FEET; THENCE N70°50'10"W 370.00 FEET; THENCE N00°33'47"E 52.78 FEET; THENCE N70°50'10"W 657.21 FEET; THENCE N00°36'00"E 240.48 FEET; THENCE S70°50'10"E 241.86 FEET; THENCE N00°36'00"E 274.02 FEET; THENCE N76°22'00"W 93.83 FEET; THENCE N13°38'00"E 258.74 FEET TO THE POINT OF BEGINNING, CONTAINING 19.18 ACRES OF LAND, MORE OR LESS, BEING PART OF THE NORTHWEST 1/4 OF SAID SECTION 16, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**ALPINE**  
 ENGINEERING, INC.  
 CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD  
 SUITE 109  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

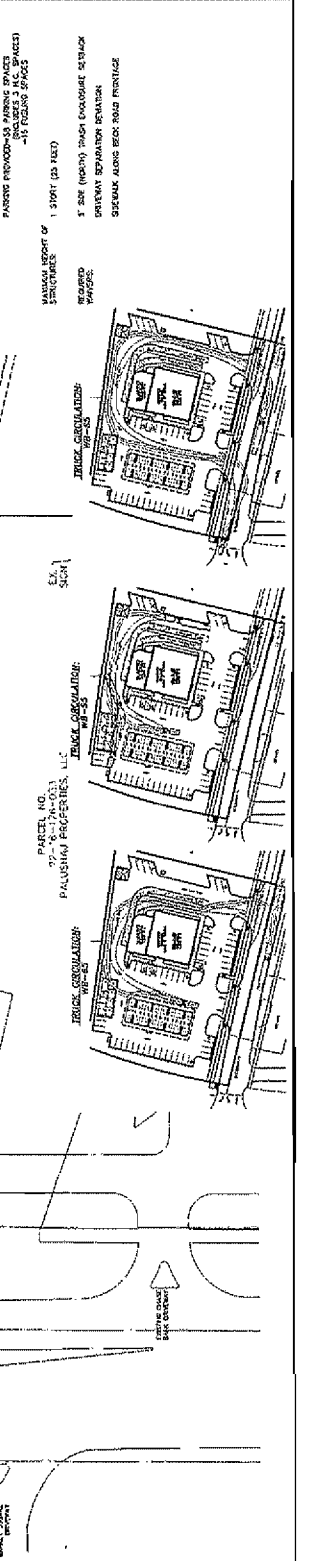
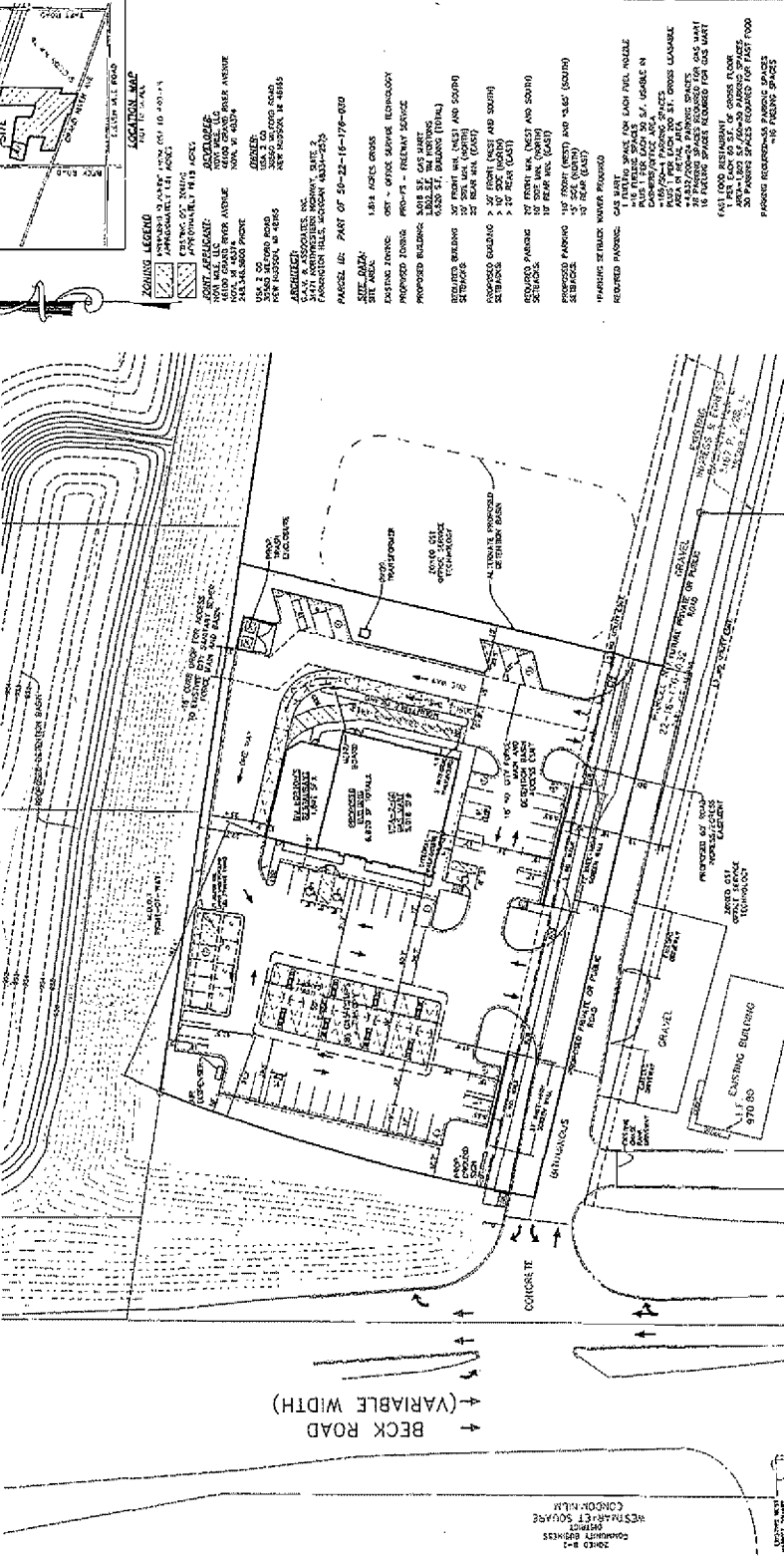
CLIENT:	NOVI MILE, LLC	DATE:	3/17/2010
<b>EXHIBIT C</b>		DRAWN BY:	JIF
		CHECKED BY:	GLM
<b>19.18 ACRE PARCEL</b>			
		SECTION: 16	TOWNSHIP: 1 N
CITY OF NOVI OAKLAND COUNTY MICHIGAN		FBK: 212	1
		CHF: BAJ	08-278
		SCALE HOR 1"=200 FT. VER 1"= FT.	

**EXHIBIT D**

# USA 2 GO GAS-MART WITH TIM HORTONS

## SITE PLAN

CITY OF NOVI, OAKLAND COUNTY



**LOCAL MAP**  
 1:500 SCALE  
 1/4" = 1'-0"

**PROJECT INFORMATION**  
 PROJECT NAME: USA 2 GO GAS-MART WITH TIM HORTONS  
 PROJECT ADDRESS: 4600 WEST RIVER AVENUE, SUITE 200, NOVI, MI 48240  
 CLIENT: USA 2 GO  
 ARCHITECT: ALPINE ENGINEERING, INC.  
 PROJECT NO: 1515-001  
 DATE: 08/15/15

**ARCHITECT**  
 ALPINE ENGINEERING, INC.  
 4600 WEST RIVER AVENUE, SUITE 200  
 NOVI, MI 48240  
 TEL: 248.460.0000  
 FAX: 248.460.0001  
 WWW: ALPINEENGINEERING.COM

**OWNER**  
 USA 2 GO  
 4600 WEST RIVER AVENUE, SUITE 200  
 NOVI, MI 48240  
 TEL: 248.460.0000  
 FAX: 248.460.0001  
 WWW: USA2GO.COM

**PROPOSED BUILDING**  
 1. USA 2 GO GAS-MART  
 2. TIM HORTONS  
 3. EXISTING BUILDING 970 BS

**PROPOSED PARKING**  
 1. 150 SPACES FOR USA 2 GO GAS-MART  
 2. 150 SPACES FOR TIM HORTONS  
 3. 150 SPACES FOR EXISTING BUILDING 970 BS

**PROPOSED DRIVE AISLES**  
 1. 15' WIDE DRIVE AISLES FOR USA 2 GO GAS-MART  
 2. 15' WIDE DRIVE AISLES FOR TIM HORTONS  
 3. 15' WIDE DRIVE AISLES FOR EXISTING BUILDING 970 BS

**PROPOSED UTILITIES**  
 1. WATER MAINS  
 2. SEWER MAINS  
 3. GAS MAINS  
 4. ELECTRIC MAINS  
 5. TELEPHONE MAINS  
 6. CABLE MAINS  
 7. FIBER OPTIC MAINS  
 8. RAINWATER MAINS  
 9. SWALE MAINS  
 10. STORMWATER MAINS

**PROPOSED LANDSCAPING**  
 1. TREES  
 2. SHRUBS  
 3. GRASS  
 4. MULCH  
 5. ROCKS  
 6. LIGHTING  
 7. SIGNAGE  
 8. FURNITURE  
 9. ART  
 10. OTHER

**PROPOSED CONSTRUCTION**  
 1. EXCAVATION  
 2. FOUNDATION  
 3. CONCRETE  
 4. BRICK  
 5. GLASS  
 6. METAL  
 7. WOOD  
 8. PLASTER  
 9. PAINT  
 10. FINISH

**ALPINE ENGINEERING, INC.**  
 4600 WEST RIVER AVENUE, SUITE 200  
 NOVI, MI 48240  
 TEL: 248.460.0000  
 FAX: 248.460.0001  
 WWW: ALPINEENGINEERING.COM

**GAS-MART WITH TIM HORTONS SITE PLAN**  
 SECTION 10 GRAND RIVER AND BECK ROAD  
 NOV HILL, LLC/USA 2 GO

**DATE:** 08/15/15  
**SCALE:** 1/4" = 1'-0"  
**PROJECT NO:** 1515-001  
**DATE:** 08/15/15

**REVISIONS:**

NO.	DATE	DESCRIPTION
1	08/15/15	ISSUE FOR PERMIT

**PROJECT INFORMATION:**  
 PROJECT NAME: USA 2 GO GAS-MART WITH TIM HORTONS  
 PROJECT ADDRESS: 4600 WEST RIVER AVENUE, SUITE 200, NOVI, MI 48240  
 CLIENT: USA 2 GO  
 ARCHITECT: ALPINE ENGINEERING, INC.  
 PROJECT NO: 1515-001  
 DATE: 08/15/15

**ARCHITECT:**  
 ALPINE ENGINEERING, INC.  
 4600 WEST RIVER AVENUE, SUITE 200  
 NOVI, MI 48240  
 TEL: 248.460.0000  
 FAX: 248.460.0001  
 WWW: ALPINEENGINEERING.COM

**OWNER:**  
 USA 2 GO  
 4600 WEST RIVER AVENUE, SUITE 200  
 NOVI, MI 48240  
 TEL: 248.460.0000  
 FAX: 248.460.0001  
 WWW: USA2GO.COM

**PROPOSED BUILDING:**  
 1. USA 2 GO GAS-MART  
 2. TIM HORTONS  
 3. EXISTING BUILDING 970 BS

**PROPOSED PARKING:**  
 1. 150 SPACES FOR USA 2 GO GAS-MART  
 2. 150 SPACES FOR TIM HORTONS  
 3. 150 SPACES FOR EXISTING BUILDING 970 BS

**PROPOSED DRIVE AISLES:**  
 1. 15' WIDE DRIVE AISLES FOR USA 2 GO GAS-MART  
 2. 15' WIDE DRIVE AISLES FOR TIM HORTONS  
 3. 15' WIDE DRIVE AISLES FOR EXISTING BUILDING 970 BS

**PROPOSED UTILITIES:**  
 1. WATER MAINS  
 2. SEWER MAINS  
 3. GAS MAINS  
 4. ELECTRIC MAINS  
 5. TELEPHONE MAINS  
 6. CABLE MAINS  
 7. FIBER OPTIC MAINS  
 8. RAINWATER MAINS  
 9. SWALE MAINS  
 10. STORMWATER MAINS

**PROPOSED LANDSCAPING:**  
 1. TREES  
 2. SHRUBS  
 3. GRASS  
 4. MULCH  
 5. ROCKS  
 6. LIGHTING  
 7. SIGNAGE  
 8. FURNITURE  
 9. ART  
 10. OTHER

**PROPOSED CONSTRUCTION:**  
 1. EXCAVATION  
 2. FOUNDATION  
 3. CONCRETE  
 4. BRICK  
 5. GLASS  
 6. METAL  
 7. WOOD  
 8. PLASTER  
 9. PAINT  
 10. FINISH

LINE TABLE		
LINE	BEARING	LENGTH
L1	S81°26'45"E	18.07'
L2	S13°38'00"W	26.17'
L3	S41°31'38"E	23.76'
L4	S13°38'00"W	184.55'
L5	N76°22'00"W	18.00'
L6	N13°38'00"E	175.15'
L7	N41°31'38"W	23.76'
L8	N13°38'00"E	33.97'

NORTHWEST CORNER  
SECTION 16  
T1N, R8E

S00°36'00"W  
958.60'

I-96 EXPRESSWAY  
RIGHT OF WAY

BECK ROAD  
(VARIABLE WIDTH)

WEST LINE OF SECTION 16

135.84'

S81°26'45"E 315.28'

P.O.B.

247.01'

L = 231.40'  
R = 1096.28'  
CHORD = N15°43'58"E  
230.97'

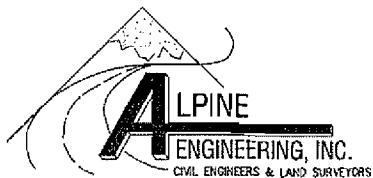
USA 2 GO PARCEL  
1.81 ACRES

18' WIDE  
ACCESS ESMT.

60'

FUTURE 60' ROAD  
RIGHT-OF-WAY

18 FOOT WIDE ACCESS EASEMENT  
COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 1 NORTH,  
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE  
S00°36'00"W 958.60 FEET ALONG THE WEST LINE OF SAID SECTION 16;  
THENCE S81°26'45"E 135.84 FEET; THENCE CONTINUING S81°26'45"E 247.01  
FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S81°26'45"E 18.07  
FEET; THENCE S13°38'00"W 26.17 FEET; THENCE S41°31'38"E 23.76 FEET;  
THENCE S13°38'00"W 184.55 FEET; THENCE N76°22'00"W 18.00 FEET;  
THENCE N13°38'00"E 175.15 FEET; THENCE N41°31'38"W 23.76 FEET;  
THENCE N13°38'00"E 33.97 FEET TO THE POINT OF BEGINNING, BEING PART  
OF THE NORTHWEST 1/4 OF SAID SECTION 16.



46892 WEST ROAD  
SUITE 109  
NOVI, MICHIGAN 48377  
(248) 926-3701 (BUS)  
(248) 926-3765 (FAX)

CLIENT:

NOVI MILE, LLC/USA 2 GO

**ACCESS EASEMENT**

**USA 2 GO PARCEL**

SECTION: 16 TOWNSHIP: 1N RANGE: 8E  
CITY OF NOVI  
OAKLAND COUNTY  
MICHIGAN

DATE: 3/17/2010

DRAWN BY: JIF

CHECKED BY: GLM

0 50 100

FBK:

1

CHF:

SCALE: HGR 1" = 100 FT.  
VER 1" = 10 FT.

08-278



NO.	DATE	DESCRIPTION
1		
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19		
20		

ARCHITECTURAL DESIGN  
RESIDENTIAL  
COMMERCIAL  
INDUSTRIAL  
GENERAL CONTRACTOR

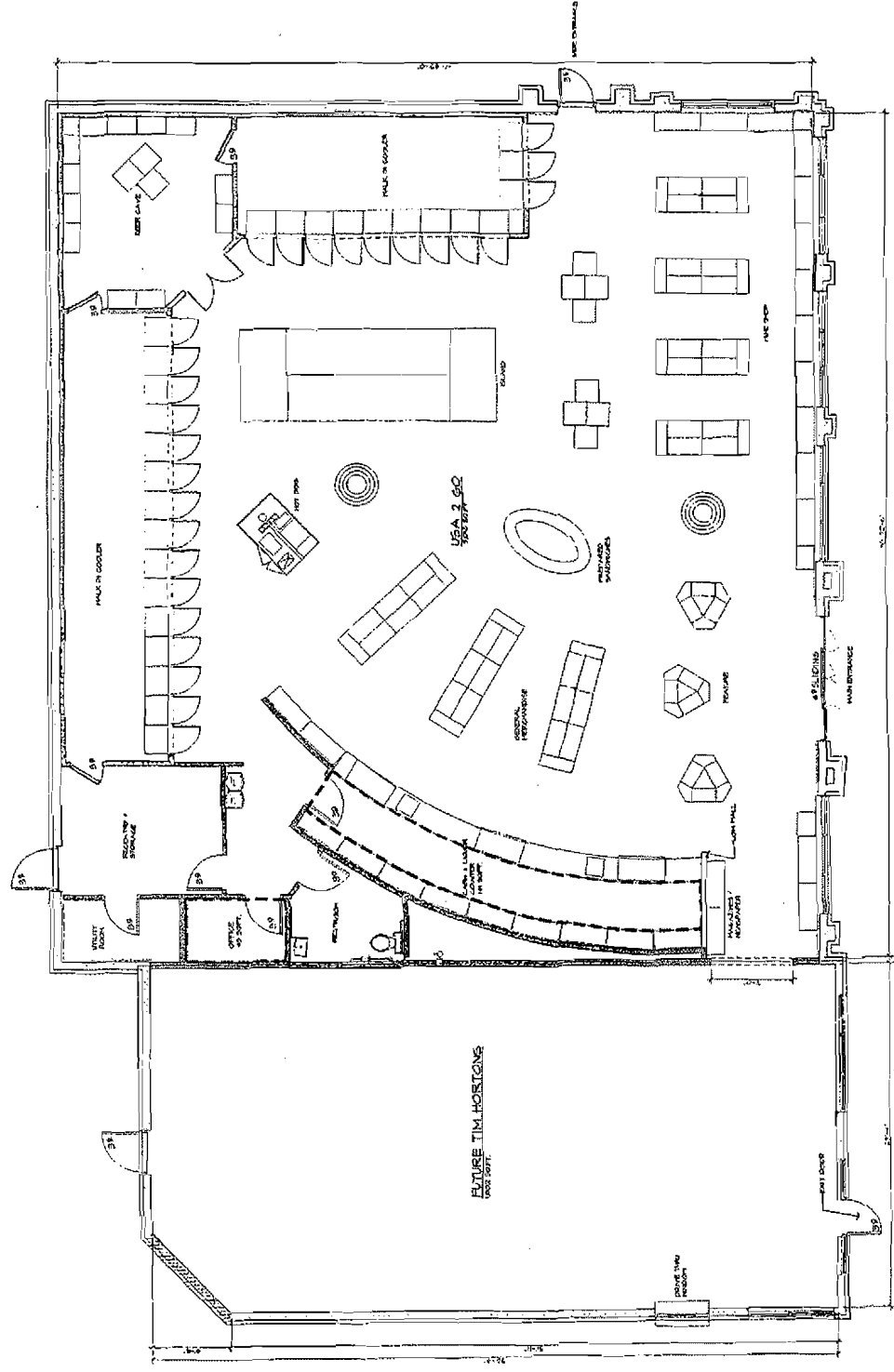


1000 LAKEVIEW BLVD., SUITE 100  
ANN ARBOR, MI 48106  
TEL: 734-769-1100  
FAX: 734-769-1101

PROPOSED GAS STATION FOR  
USA 2 60  
NOV, MICHIGAN

SCALE: 1/8" = 1'-0"  
DATE: 04/04/00  
SHEET: 1 OF 1  
JOB # 000010  
SHEET TITLE  
FIRST FLOOR PLAN  
A.101

PROJECT DATA:  
GENERAL CONTRACTOR: [REDACTED]  
CONSTRUCTION PLAN NO.: 0000 P.P.  
DATE: 04/04/00



PROPOSED FIRST FLOOR PLAN  
NOV, MICHIGAN

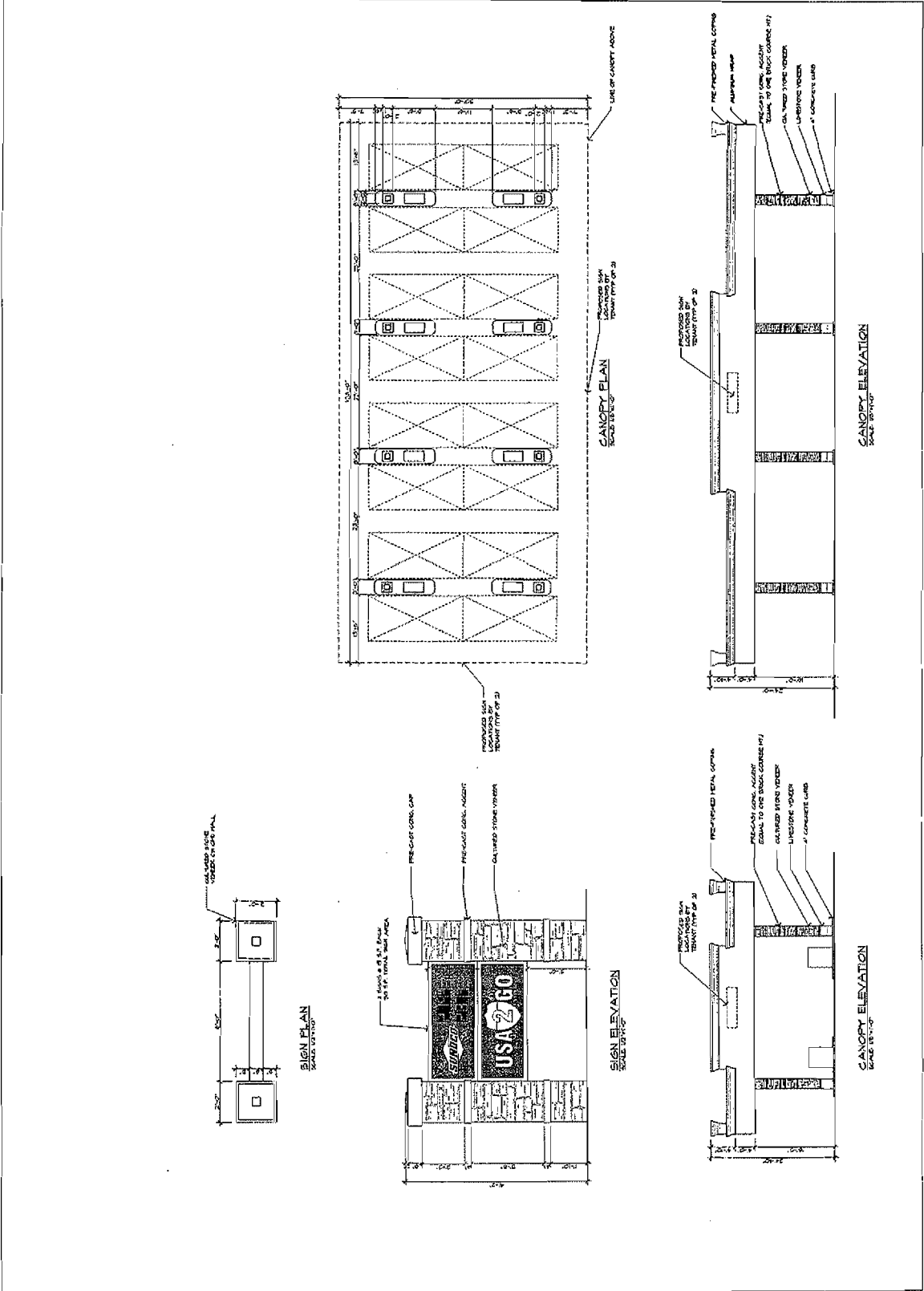
DATE	1/11/00
BY	ARCHITECT
PROJECT	PROPOSED GAS STATION FOR
NO.	NOV, MICHIGAN
SCALE	AS SHOWN
DATE	1/11/00
BY	ARCHITECT
PROJECT	PROPOSED GAS STATION FOR
NO.	NOV, MICHIGAN
SCALE	AS SHOWN

**ARCHITECTURAL DESIGNER**  
 RESIDENTIAL  
 INDUSTRIAL  
 COMMERCIAL  
 INTERIOR DESIGN  
 EXHIBIT DESIGN  
 ARCHITECTURAL RENDERING  
 1000 W. HARRIS BLVD.  
 SUITE 100  
 ANN ARBOR, MI 48106  
 TEL: 734-769-1100  
 FAX: 734-769-1101  
 WWW: GVA-ASSOCIATES.COM



PROPOSED GAS STATION FOR  
 USA 2 GO  
 NOV, MICHIGAN

DATE	1/11/00
BY	ARCHITECT
PROJECT	PROPOSED GAS STATION FOR
NO.	NOV, MICHIGAN
SCALE	AS SHOWN
DATE	1/11/00
BY	ARCHITECT
PROJECT	PROPOSED GAS STATION FOR
NO.	NOV, MICHIGAN
SCALE	AS SHOWN



NO. 100	DATE
NO. 101	REVISED
NO. 102	REVISED
NO. 103	REVISED
NO. 104	REVISED
NO. 105	REVISED
NO. 106	REVISED
NO. 107	REVISED
NO. 108	REVISED
NO. 109	REVISED
NO. 110	REVISED

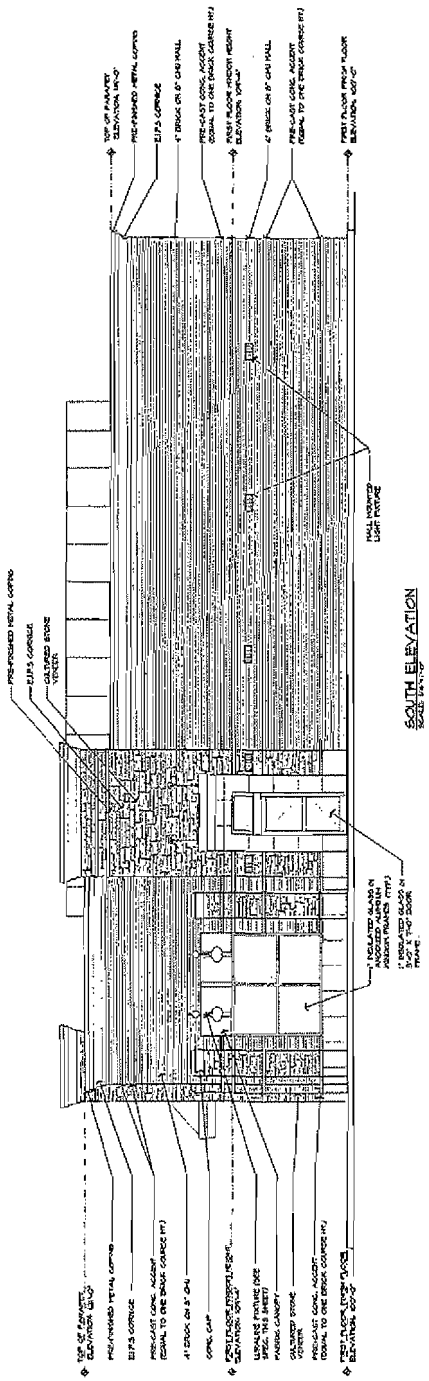
**ARCHITECTURAL DESIGN**  
**RESIDENTIAL**  
**INDUSTRIAL**  
**COMMERCIAL**  
**CLASS ROOMS, INC.**  
 1000 WEST 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 (303) 733-1111  
 WWW.ARCHDESIGNASSOCIATED.COM



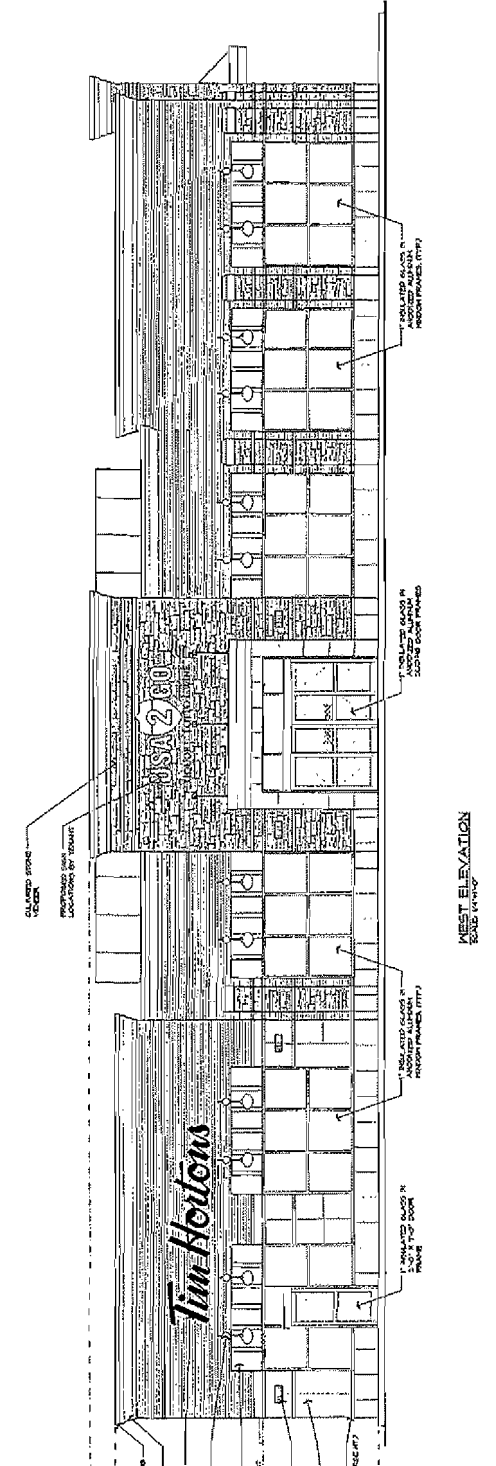
PROPOSED GAS STATION FOR  
 USA 2 GO  
 NOV, MICHIGAN

DATE	NOV 20 2010
SCALE	1/4" = 1'-0"
NO. 100	DATE
NO. 101	DATE
NO. 102	DATE
NO. 103	DATE
NO. 104	DATE
NO. 105	DATE
NO. 106	DATE
NO. 107	DATE
NO. 108	DATE
NO. 109	DATE
NO. 110	DATE

**GENERAL NOTES**  
 1- DRAWINGS SHALL CORRELATE WITH THE CITY PERMITS AND APPROVALS.  
 2- WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY PERMITS AND APPROVALS.  
 3- WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY PERMITS AND APPROVALS.  
 4- WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY PERMITS AND APPROVALS.



**SOUTH ELEVATION**  
 SCALE 1/4" = 1'-0"



**WEST ELEVATION**  
 SCALE 1/4" = 1'-0"

*Tim Hortons*

**USA 2 GO**

DATE	SCALE
NOV 20 2008	AS SHOWN
PROJECT	NOV 20 2008
NOV 20 2008	NOV 20 2008
NOV 20 2008	NOV 20 2008
NOV 20 2008	NOV 20 2008
NOV 20 2008	NOV 20 2008
NOV 20 2008	NOV 20 2008
NOV 20 2008	NOV 20 2008
NOV 20 2008	NOV 20 2008

**ARCHITECTURAL DESIGN**  
**RESIDENTIAL INDUSTRIAL**  
**INDUSTRIAL**

3450 W. HAWTHORNE AVE., SUITE 100  
 ANN ARBOR, MI 48106-1500  
 TEL: 734.769.1234  
 FAX: 734.769.1235  
 WWW: GVA-ASSOCIATES.COM



NOV 20 2008  
 USA 2 00  
 PROPOSED GAS STATION FOR

DATE	SCALE
NOV 20 2008	AS SHOWN
NOV 20 2008	NOV 20 2008
NOV 20 2008	NOV 20 2008
NOV 20 2008	NOV 20 2008
NOV 20 2008	NOV 20 2008
NOV 20 2008	NOV 20 2008
NOV 20 2008	NOV 20 2008
NOV 20 2008	NOV 20 2008
NOV 20 2008	NOV 20 2008

ELEVATIONS  
 SHEET #  
**A.402**

**LITHONIA LIGHTING**  
 FEATURES & SPECIFICATIONS

**TWSR**  
 TWIN TUBE SURFACE MOUNTED RECESSED

1. TWSR is a surface mounted recessed fixture with a wide beam spread and is ideal for general lighting in commercial and residential applications. It is available in a variety of finishes and is designed to be used in a variety of applications.

2. TWSR is a surface mounted recessed fixture with a wide beam spread and is ideal for general lighting in commercial and residential applications. It is available in a variety of finishes and is designed to be used in a variety of applications.

**LITHONIA LIGHTING**  
 FEATURES & SPECIFICATIONS

**WSR**  
 WALL MOUNTED SURFACE RECESSED

1. WSR is a surface mounted recessed fixture with a wide beam spread and is ideal for general lighting in commercial and residential applications. It is available in a variety of finishes and is designed to be used in a variety of applications.

2. WSR is a surface mounted recessed fixture with a wide beam spread and is ideal for general lighting in commercial and residential applications. It is available in a variety of finishes and is designed to be used in a variety of applications.

**LITHONIA LIGHTING**  
 FEATURES & SPECIFICATIONS

**MSR**  
 MOUNTING SURFACE RECESSED

1. MSR is a surface mounted recessed fixture with a wide beam spread and is ideal for general lighting in commercial and residential applications. It is available in a variety of finishes and is designed to be used in a variety of applications.

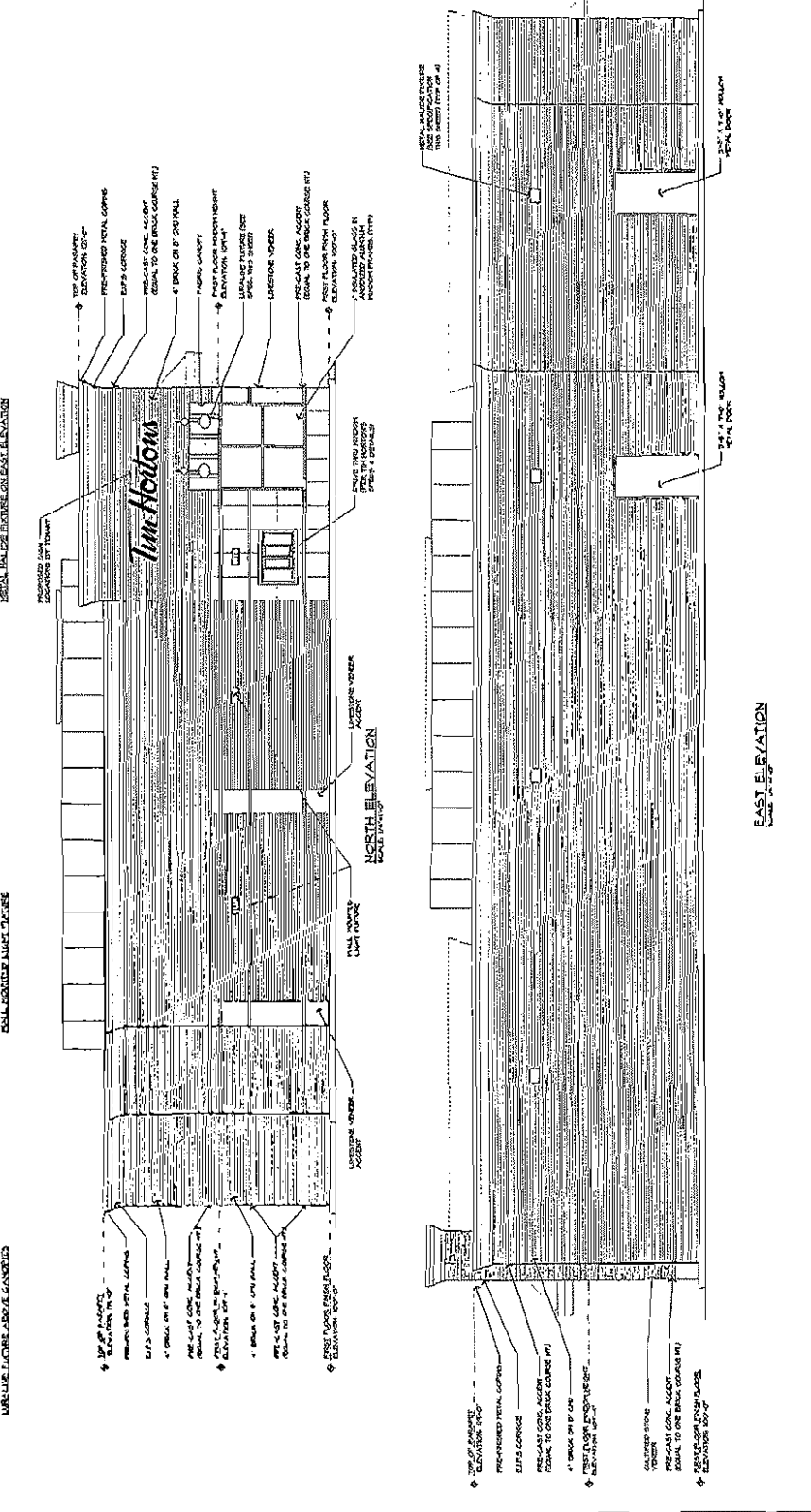
2. MSR is a surface mounted recessed fixture with a wide beam spread and is ideal for general lighting in commercial and residential applications. It is available in a variety of finishes and is designed to be used in a variety of applications.

**LITHONIA LIGHTING**  
 FEATURES & SPECIFICATIONS

**MSR**  
 MOUNTING SURFACE RECESSED

1. MSR is a surface mounted recessed fixture with a wide beam spread and is ideal for general lighting in commercial and residential applications. It is available in a variety of finishes and is designed to be used in a variety of applications.

2. MSR is a surface mounted recessed fixture with a wide beam spread and is ideal for general lighting in commercial and residential applications. It is available in a variety of finishes and is designed to be used in a variety of applications.

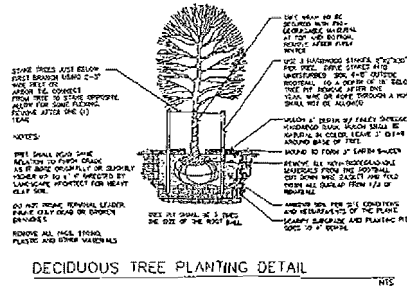


**NORTH ELEVATION**  
 SCALE 1/8" = 1'-0"

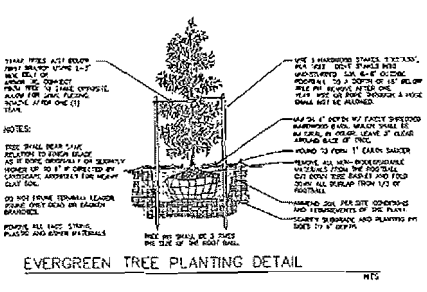
**EAST ELEVATION**  
 SCALE 1/8" = 1'-0"

**WEST ELEVATION**  
 SCALE 1/8" = 1'-0"





DECIDUOUS TREE PLANTING DETAIL



EVERGREEN TREE PLANTING DETAIL

LANDSCAPE NOTES

1. All plants shall be the best of their kind and shall be planted in accordance with the specifications of the City of Novi.
2. Plants shall be installed in accordance with the specifications of the City of Novi.
3. Plants shall be installed in accordance with the specifications of the City of Novi.
4. All plants shall be installed in accordance with the specifications of the City of Novi.
5. All plants shall be installed in accordance with the specifications of the City of Novi.
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18. All plants shall be installed in accordance with the specifications of the City of Novi.
19. All plants shall be installed in accordance with the specifications of the City of Novi.
20. All plants shall be installed in accordance with the specifications of the City of Novi.

CITY OF NOVI NOTES

1. All plants shall be the best of their kind and shall be planted in accordance with the specifications of the City of Novi.
2. All plants shall be installed in accordance with the specifications of the City of Novi.
3. All plants shall be installed in accordance with the specifications of the City of Novi.
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19. All plants shall be installed in accordance with the specifications of the City of Novi.
20. All plants shall be installed in accordance with the specifications of the City of Novi.

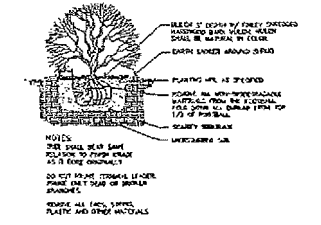
NOTES

THE APPROPRIATE DATE OF INSTALLATION FOR THE PROPOSED LANDSCAPE WILL BE SPECIFIED EARLY.

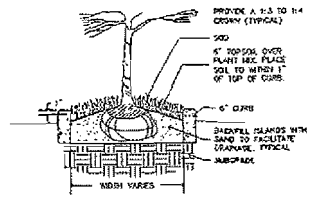
THIS SITE WILL BE MAINTAINED BY THE DEVELOPER IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE CITY OF NOVI ZONING ORDINANCE. THIS INCLUDES WEEDING AND WATERING AS NECESSARY TO MAINTAIN PLANTINGS.

DEVELOPER SHALL BE RESPONSIBLE FOR REPLACING ANY TREES WHICH CLUMP LAZINESS THAT ARE DAMAGED THROUGH NORMAL MAINTENANCE OR REPAIRS.

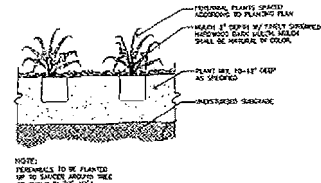
PLANT MATERIALS SHALL BE QUANTIFIED FOR 2 YEARS AND SHALL BE MAINTAINED IN ACCORDANCE WITH CITY ORDINANCE. WATERING SHALL BE REQUIRED AT THE TIME OF CITY APPROVAL. WATERING AS NECESSARY SHALL OCCUR DURING THE WARRANTY PERIOD.



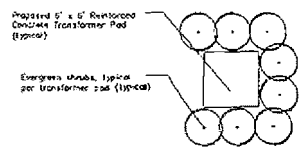
SHRUB PLANTING DETAIL



CURBED ISLAND DETAIL



PERENNIAL PLANTING DETAIL



TRANSFORMER SCREENING DETAIL

Sheet



Title: Landscape Details

Project: USA2GO  
Novi, Michigan

Prepared for:  
Novi, LLC  
45100 Grand River Avenue  
Novi, Michigan 48164

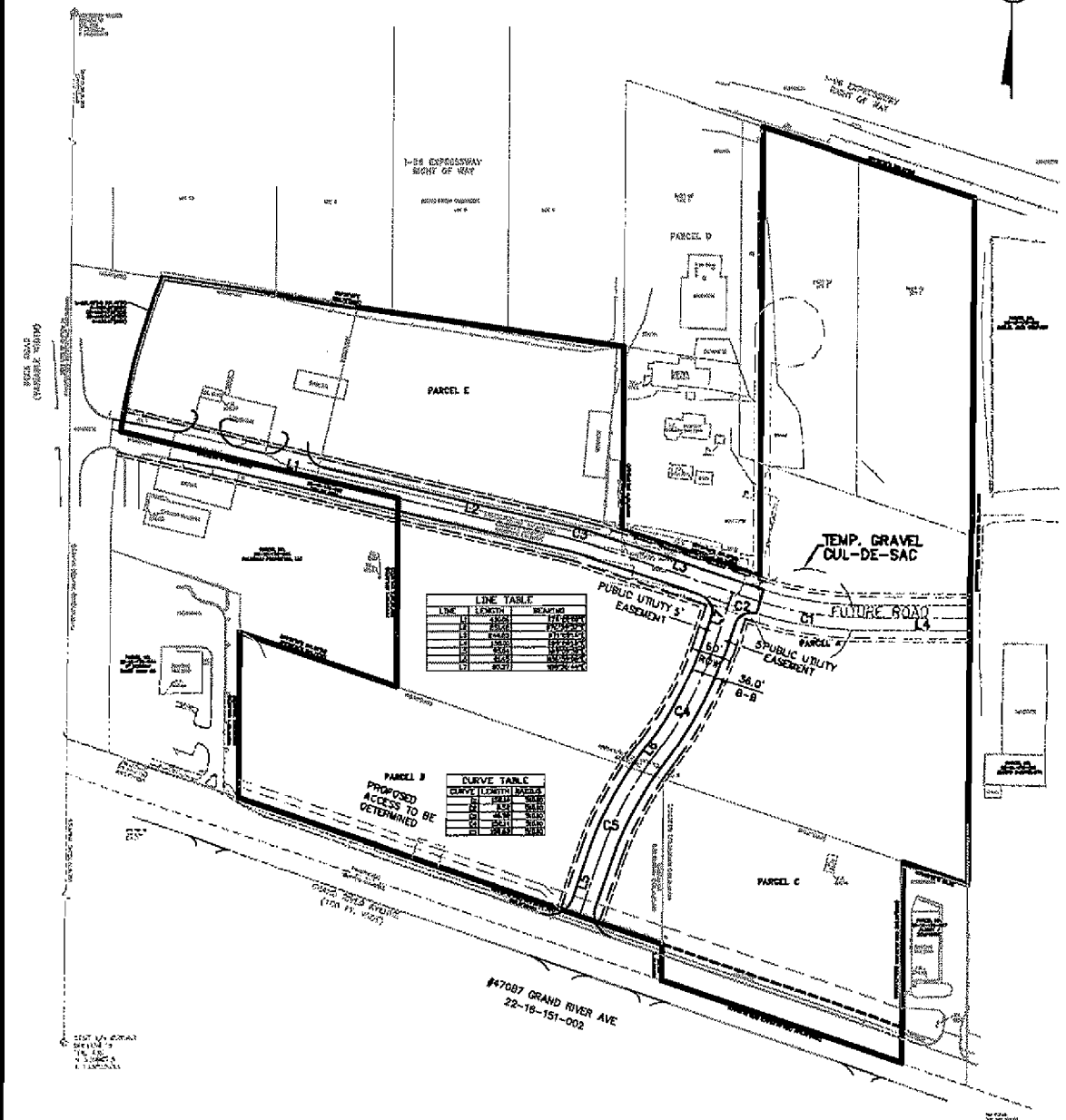
Revision: Issued:  
Submitted: September 9, 2019  
Approved by City: February 24, 2020  
Revised per City: March 11, 2020

Job Number: 19-003

Drawn By: Checked By:



Sheet No.



**ALPINE**  
ENGINEERING, INC.  
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD  
SUITE 109  
NOVI, MICHIGAN 48377  
(248) 926-3701 (BUS)  
(248) 926-3765 (FAX)

CLIENT: **NOVI MILE, LLC**

**EXHIBIT E**

**NOVI MILE, LLC**

SECTION: 16 TOWNSHIP: 8E RANGE: 1N  
NOVI  
OAKLAND  
MICHIGAN

DATE: 3-22-10

DRAWN BY: KMA

CHECKED BY: TMG

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FBK:

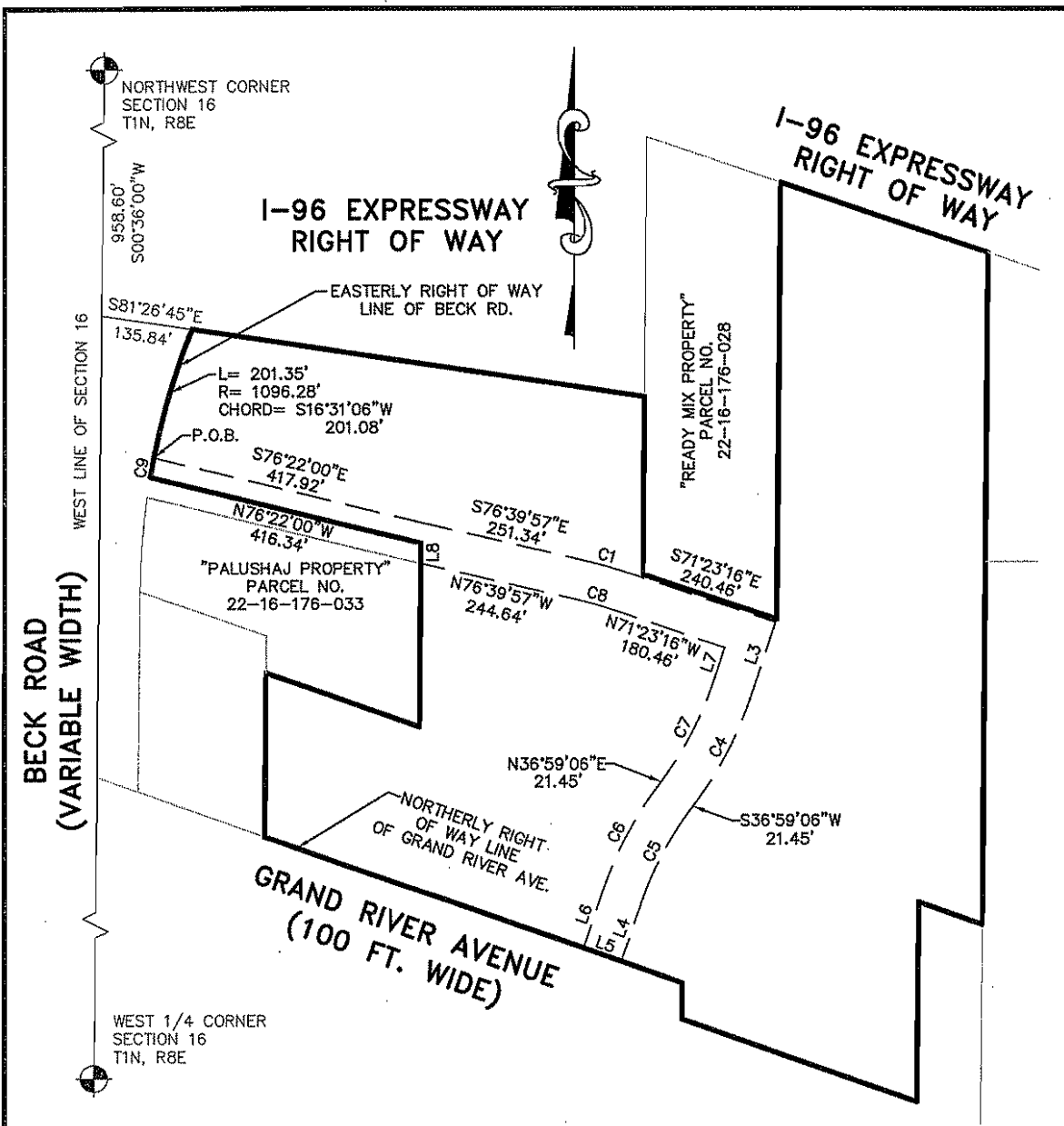
CHF:

SCALE HOR 1" = 200 FT.  
VER 1" = FT.

08-278

EXHIBIT F  
FORM OF DEED  
TO BE PROVIDED





CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	49.74	540.00	5°16'41"	S74°01'36"E	49.73
C4	173.16	540.00	18°22'22"	S27°47'55"W	172.42
C5	149.30	480.00	17°49'16"	S28°04'28"W	148.70
C6	167.96	540.00	17°49'16"	N28°04'28"E	167.28
C7	153.92	480.00	18°22'22"	N27°47'55"E	153.26
C8	44.22	480.00	5°16'41"	N74°01'36"W	44.20
C9	30.05	1096.28	1°34'13"	N10°28'16"E	30.05

LINE TABLE		
LINE	BEARING	LENGTH
L3	S18°36'44"W	115.37'
L4	S19°09'50"W	95.04'
L5	N70°50'10"W	60.00'
L6	N19°09'50"E	95.04'
L7	N18°36'44"E	55.37'
L8	N00°36'00"E	30.76'

**ALPINE ENGINEERING, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD  
SUITE 109  
NOVI, MICHIGAN 48377  
(248) 926-3701 (BUS)  
(248) 926-3765 (FAX)

CLIENT: **NOVI MILE, LLC**

**EXHIBIT F**

**ROAD RIGHT-OF-WAY DEDICATION**

SECTION: 16 TOWNSHIP: 1 N RANGE: 8 E  
CITY OF NOVI  
OAKLAND COUNTY  
MICHIGAN

REV. 3/31/2010

DATE: 3/17/2010

DRAWN BY: JIF

CHECKED BY: GLM

0 100 200

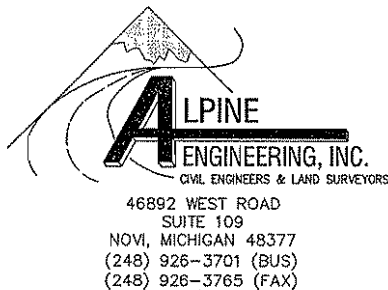
FBK: 212

CHF: BAJ

SCALE HOR 1"=200 FT.  
VER 1"= FT.

08-278

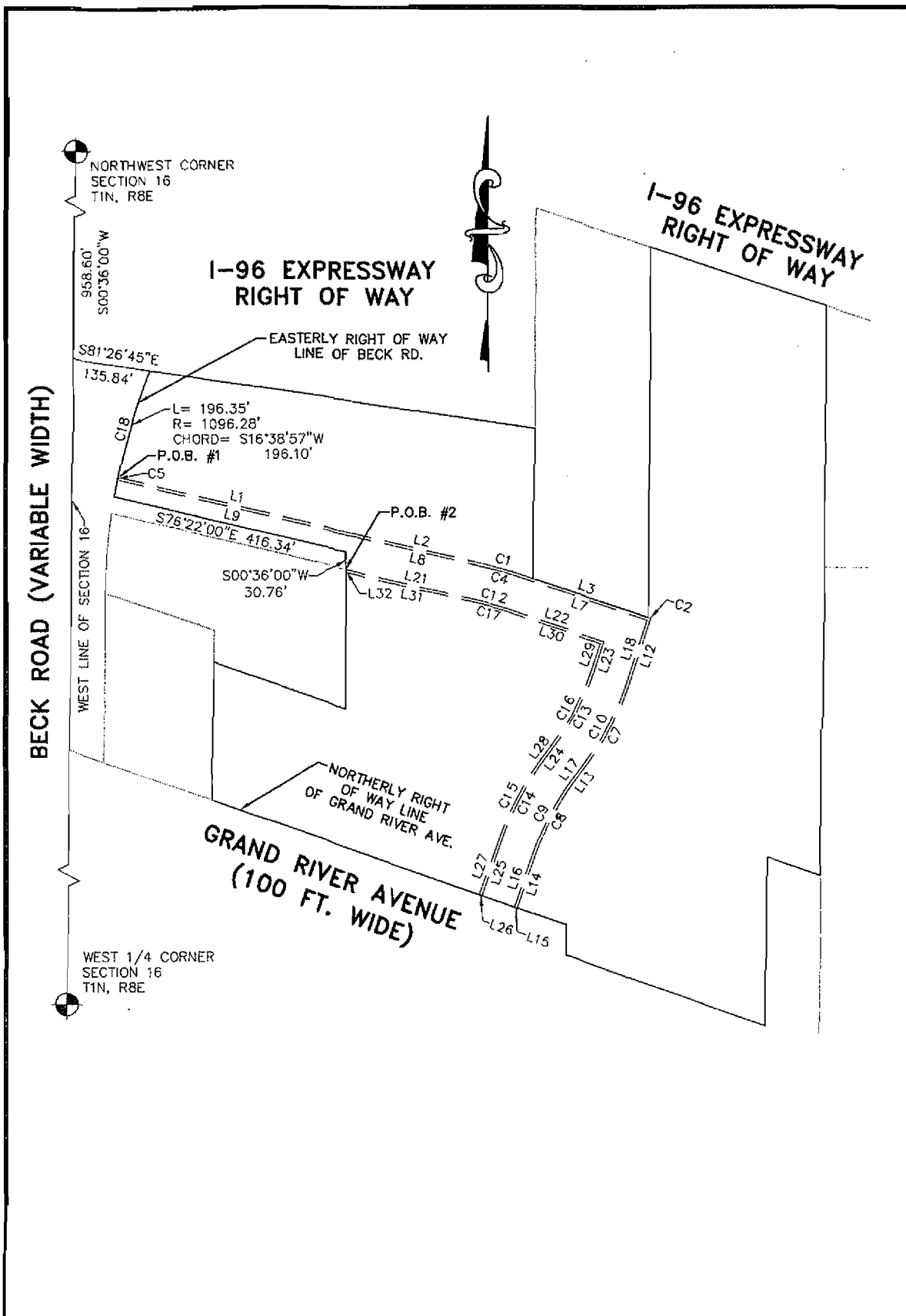
ROAD RIGHT OF WAY DEDICATION  
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16,  
 TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND  
 COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG  
 THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E  
 135.84 FEET; THENCE 201.35 FEET ALONG THE ARC OF A  
 1096.28 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING  
 S16°31'06"W 201.08 FEET TO THE POINT OF BEGINNING; THENCE  
 S76°22'00"E 417.92 FEET; THENCE S76°39'57"E 251.34 FEET;  
 THENCE 49.74 FEET ALONG THE ARC OF A 540.00 FOOT  
 RADIUS CURVE TO THE RIGHT, CHORD BEARING S74°01'36"E  
 49.73 FEET; THENCE S71°23'16"E 240.46 FEET; THENCE  
 S18°36'44"W 115.37 FEET; THENCE 173.16 FEET ALONG THE  
 ARC OF A 540.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD  
 BEARING S27°47'55"W 172.42 FEET; THENCE S36°59'06"W 21.45  
 FEET; THENCE 149.30 FEET ALONG THE ARC OF A 480.00  
 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING  
 S28°04'28"W 148.70 FEET; THENCE S19°09'50"W 95.04 FEET;  
 THENCE N70°50'10"W 60.00 FEET ALONG THE NORTHERLY RIGHT  
 OF WAY LINE OF GRAND RIVER AVENUE; THENCE N19°09'50"E  
 95.04 FEET; THENCE 167.96 FEET ALONG THE ARC OF A  
 540.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING  
 N28°04'28"E 167.28 FEET; THENCE N36°59'06"E 21.45 FEET;  
 THENCE 153.92 FEET ALONG THE ARC OF A 480.00 FOOT  
 RADIUS CURVE TO THE LEFT, CHORD BEARING N27°47'55"E  
 153.26 FEET; THENCE N18°36'44"E 55.37 FEET; THENCE  
 N71°23'16"W 180.46 FEET; THENCE 44.22 FEET ALONG THE ARC  
 OF A 480.00 FOOT RADIUS CURVE TO THE LEFT, CHORD  
 BEARING N74°01'36"W 44.20 FEET; THENCE N76°39'57"W 244.64  
 FEET; THENCE N00°36'00"E 30.76 FEET; THENCE N76°22'00"W  
 416.34 FEET; THENCE 30.05 FEET ALONG THE ARC OF A  
 1096.28 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING  
 N10°28'16"E 30.05 FEET ALONG SAID EASTERLY RIGHT OF WAY  
 LINE OF BECK ROAD TO THE POINT OF BEGINNING, BEING PART  
 OF THE NORTHWEST 1/4 OF SAID SECTION 16.



REV. 3/31/2010

CLIENT:	NOVI MILE, LLC	DATE:	3/17/2010
<b>EXHIBIT F</b>		DRAWN BY:	JIF
		CHECKED BY:	GLM
<b>ROAD RIGHT-OF-WAY DEDICATION</b>		0 100 200	
		SECTION: 16	TOWNSHIP: 1 N
CITY OF NOVI		FBK: 212	2/2
OAKLAND COUNTY		CHF: BAJ	
MICHIGAN		SCALE HOR 1"=200 FT. VER 1"= FT.	

08-278



**ALPINE**  
ENGINEERING, INC.  
CIVIL ENGINEERS & LAND SURVEYORS

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(248) 926-3765 (FAX)

CLIENT:	NOVI MILE, LLC	DATE:	3/17/2010
<b>EXHIBIT F</b>		DRAWN BY:	JIF
		CHECKED BY:	GLM
<b>5' WIDE UTILITY EASEMENTS</b>		0 100 200	
		FBK: 212	1/3
SECTION: 16 TOWNSHIP: 1 N RANGE: 8 E		CHP: BAJ	08-278
CITY OF NOVI OAKLAND COUNTY MICHIGAN		SCALE	HOR 1"=200 FT. VER 1"= 11'

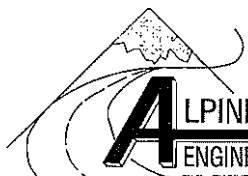
REV. 3/31/2010

LINE TABLE		
LINE	BEARING	LENGTH
L1	S76°22'00"E	418.10'
L2	S76°39'57"E	251.33'
L3	S71°23'16"E	244.23'
L7	N71°23'16"W	240.46'
L8	N76°39'57"W	251.34'
L9	N76°22'00"W	417.92'
L12	S18°36'44"W	120.37'
L13	S36°59'06"W	21.45'
L14	S19°09'50"W	95.04'
L15	N70°50'10"W	5.00'
L16	N19°09'50"E	95.04'
L17	N36°59'06"E	21.45'
L18	N18°36'44"E	115.37'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	50.21	545.00	5°16'41"	S74°01'36"E	50.19
C2	1.23	475.00	0°08'56"	S71°23'16"E	1.23
C4	49.74	540.00	5°16'41"	N74°01'36"W	49.73
C5	5.00	1096.28	0°15'41"	N11°23'13"E	5.00
C7	174.76	545.00	18°22'22"	S27°47'55"W	174.02
C8	147.74	475.00	17°49'16"	S28°04'28"W	147.15
C9	149.30	480.00	17°49'16"	N28°04'28"E	148.70
C10	173.16	540.00	18°22'22"	N27°47'55"E	172.42

LINE TABLE		
LINE	BEARING	LENGTH
L21	S76°39'57"E	244.64'
L22	S71°23'16"E	180.46'
L23	S18°36'44"W	55.37'
L24	S36°59'06"W	21.45'
L25	S19°09'50"W	95.04'
L26	N70°50'10"W	5.00'
L27	N19°09'50"E	95.04'
L28	N36°59'06"E	21.45'
L29	N18°36'44"E	50.37'
L30	N71°23'16"W	175.46'
L31	N76°39'57"W	243.51'
L32	N00°36'00"E	5.13'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C12	44.22	480.00	5°16'41"	S74°01'36"E	44.20
C13	153.92	480.00	18°22'22"	S27°47'55"W	153.26
C14	167.96	540.00	17°49'16"	S28°04'28"W	167.28
C15	169.52	545.00	17°49'16"	N28°04'28"E	168.83
C16	152.32	475.00	18°22'22"	N27°47'55"E	151.67
C17	43.76	475.00	5°16'41"	N74°01'36"W	43.74
C18	231.40	1096.28	12°05'40"	S15°43'58"W	230.97



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REV. 3/31/2010

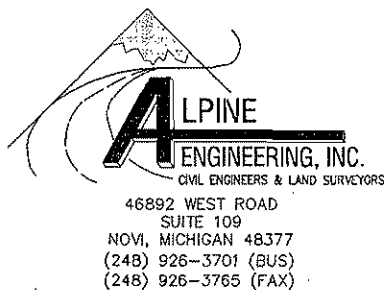
CLIENT:	NOVI MILE, LLC	DATE:	3/17/2010
<b>EXHIBIT F</b>		DRAWN BY:	JIF
		CHECKED BY:	GLM
<b>5' WIDE UTILITY EASEMENTS</b> SECTION: 16 TOWNSHIP: 1 N RANGE: 8 E CITY OF NOVI OAKLAND COUNTY MICHIGAN		0 100 200	
		FBK: 212	2/3
		CHF: BAJ	
		SCALE	HOR 1"=200 FT. VER 1"= FT.

**5' WIDE UTILITY EASEMENT #1**

COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E 135.84 FEET; THENCE 196.35 FEET ALONG THE ARC OF A 1096.28 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S16°38'57"W 196.10 FEET TO THE POINT OF BEGINNING; THENCE S76°22'00"E 418.10 FEET; THENCE S76°39'57"E 251.33 FEET; THENCE 50.21 FEET ALONG THE ARC OF A 545.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S74°01'36"E 50.19 FEET; THENCE S71°23'16"E 244.23 FEET; THENCE 1.23 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S71°23'16"E 1.23 FEET; THENCE S18°36'44"W 120.37 FEET; THENCE 174.76 FEET ALONG THE ARC OF A 545.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S27°47'55"W 174.02 FEET; THENCE S36°59'06"W 21.45 FEET; THENCE 147.74 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S28°04'28"W 147.15 FEET; THENCE S19°09'50"W 95.04 FEET; THENCE N70°50'10"W 5.00 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF GRAND RIVER AVENUE; THENCE N19°09'50"E 95.04 FEET; THENCE 149.30 FEET ALONG THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N28°04'28"E 148.70 FEET; THENCE N36°59'06"E 21.45 FEET; THENCE 173.16 FEET ALONG THE ARC OF A 540.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N27°47'55"E 172.42 FEET; THENCE N18°36'44"E 115.37 FEET; THENCE N71°23'16"W 240.46 FEET; THENCE 49.74 FEET ALONG THE ARC OF A 540.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N74°01'36"W 49.73 FEET; THENCE N76°39'57"W 251.34 FEET; THENCE N76°22'00"W 417.92 FEET; THENCE 5.00 FEET ALONG THE ARC OF A 1096.28 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N11°23'13"E 5.00 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE OF BECK ROAD TO THE POINT OF BEGINNING, BEING PART OF THE NORTHWEST 1/4 OF SAID SECTION 16.

**5' WIDE UTILITY EASEMENT #2**

COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E 135.84 FEET; THENCE 231.40 FEET ALONG THE ARC OF A 1096.28 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S15°43'58"W 230.97; THENCE S76°22'00"E 416.34 FEET; THENCE S00°36'00"W 30.76 FEET TO THE POINT OF BEGINNING; THENCE S76°39'57"E 244.64 FEET; THENCE 44.22 FEET ALONG THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S74°01'36"E 44.20 FEET; THENCE S71°23'16"E 180.46 FEET; THENCE S18°36'44"W 55.37 FEET; THENCE 153.92 FEET ALONG THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S27°47'55"W 153.26 FEET; THENCE S36°59'06"W 21.45 FEET; THENCE 167.96 FEET ALONG THE ARC OF A 540.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S28°04'28"W 167.28 FEET; THENCE S19°09'50"W 95.04 FEET; THENCE N70°50'10"W 5.00 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF GRAND RIVER AVENUE; THENCE N19°09'50"E 95.04 FEET; THENCE 169.52 FEET ALONG THE ARC OF A 545.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N28°04'28"E 168.83 FEET; THENCE N36°59'06"E 21.45 FEET; THENCE 152.32 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N27°47'55"E 151.67 FEET; THENCE N18°36'44"E 50.37 FEET; THENCE N71°23'16"W 175.46 FEET; THENCE 43.76 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N74°01'36"W 43.74 FEET; THENCE N76°39'57"W 243.51 FEET; THENCE N00°36'00"E 5.13 FEET TO THE POINT OF BEGINNING, BEING PART OF THE NORTHWEST 1/4 OF SAID SECTION 16.



REV. 3/31/2010

CLIENT:	NOVI MILE, LLC	DATE:	3/17/2010
<b>EXHIBIT F</b>		DRAWN BY:	JIF
		CHECKED BY:	GLM
<b>5' WIDE UTILITY EASEMENTS</b> SECTION: 16    TOWNSHIP: 1 N    RANGE: 8 E CITY OF NOVI OAKLAND COUNTY MICHIGAN			
		FBK: 212	3/3
		CHF: BAJ	08-1-278
		SCALE: HOR 1"=200 FT. VER 1"= FT.	

**DRAFT EXCERPT**  
**CITY COUNCIL MINUTES**  
**MARCH 22, 2010**

**DRAFT - EXCERPT**  
**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI**  
**MONDAY, MARCH 22, 2010 AT 7:00 P.M.**  
**COUNCIL CHAMBERS – NOVI CIVIC CENTER – 45175 W. TEN MILE ROAD**

Mayor Landry called the meeting to order at 7:00 P.M.

**PLEDGE OF ALLEGIANCE**

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

**ALSO PRESENT:** Clay Pearson, City Manager  
Pam Antil, Assistant City Manager  
Tom Schultz, City Attorney  
Barbara McBeth, Director of Community Development

- 3. Consideration of the request of Novi Mile, LLC for Zoning Map Amendment 18.694 to rezone property in Section 16, east of Beck Road between I-96 and Grand River Avenue, from OST, Office Service Technology District to FS, Freeway Service District with a Planned Rezoning Overlay. The subject property is approximately 1.81 acres.**

Mr. Pearson said Mr. Schultz was one of the lead people as they hit this milestone and sought consideration. The action sought from Council was to provide some feedback direction on the draft PRO and thoughts on open issues that they would continue to work on before Council received the final PRO in two weeks.

Mayor Pro Tem Gatt asked Mr. Pearson why they had to wait two weeks and why they couldn't get this finalized tonight. Mr. Pearson said the PRO process called for this kind of step, there were some open issues in the agreement, so it was not ready to be finalized. Mayor Pro Tem Gatt asked Mr. Bowman, the petitioner when he was before Council two or three weeks ago, wasn't it Council's and everyone's intent for the petitioner to negotiate with the City staff and City Attorney and return with a resolution that Council could go forward with. Mr. Bowman believed that was the case and in the interim they went before the Planning Commission and obtained a recommendation for approval of the PRO. He noted they did have constructive discourse and negotiations with the City Attorney and staff and there were still some open issues. However, they remained very confident they would be able to finalize those things, and if it was appropriate now to talk about those items, and give clear direction to staff and attorneys, they would welcome that. Mr. Bowman said they would like to walk away tonight, if they could actually come to an agreement on those items, but would respect the process if that was not possible. Mayor Pro Tem Gatt asked what the issue was. Mr. Bowman thought there were some issues in the agreement regarding the triggering mechanism and there had been discussion about an outside timeframe for the actual dedication or installation of the road. He said, simply put, they came before Council with what they termed a common sense simplistic approach to this first step modest portion of the development of a larger piece of property. He said hearing the wisdom of the PRO approach to it made sense. However, if they ended up getting into a position where they installed the first segment of road to service this, can safely and functionally operate. Then they would commit that the next shovel they put into the ground was when the road would go in and the connection would be done to Grand River. Mr. Bowman said then the question came up as to an outside timeframe or even a third party

possibly pursuing development in the area. So, they wanted to be sure it was clear as to when it would be triggered what their responsibilities would and would not be. He thought it was reasonable that if they were to pursue a next stage of development or construction, at the time of C of O for example, they would need to have dedicated and completed construction of the road. However, if a third party, an adjacent property owner it shouldn't impose upon them the need to install a road to benefit them. Mr. Bowman said that was an issue and he thought they had some good conversation about how that could be addressed in the document. He also thought they were concerned that if the Overlay District, for whatever reason and certainly not within their control, were not to be acted upon or ever put into place by the City, thereby obviating the location of the road and things like that. He asked was it sensible then for them to be required to dedicate or put into place that road when the zoning designations would not be as they had talked about or the Master Plan and zoning process was looking to put in. He said those were the two main issues that were in the agreement yet to be worked out. Mayor Pro Tem Gatt asked if he heard him say he came to some sort of agreement with the City on those or not. Mr. Bowman thought the attorney was looking for some direction as to exactly what the Council's position was as it related to some of those points. Mr. Schultz said a PRO was typically a two step consideration at the City Council level. The Council would get the Planning Commission's recommendation, look at the proposal, the conditions and at the limitations and then make a determination and tell the City Attorney to work with the applicant and come back with an agreement. He said they had tried to short cut that process, and he thought they had as much as possible. He said they worked in advance on an agreement with the applicant, which they normally wouldn't do until they heard from the Council, because that was the direction, to come back as soon as they could. Mr. Schultz said there were a couple of open issues they needed either confirmation or direction on and they couldn't finish the language on those issues until they got that tonight. He anticipated that once they heard from Council, they would be ready for the next meeting and have an agreement that Council could act on. He said from his and the applicant's perspective, the drill for tonight would be to address the two issues that Mr. Bowman raised; then any other issues that were laid out. He commented that the good thing about the process was they kind of laid out all of the deviations and things that would be in the agreement a bit in advance of when they might have seen them. Mr. Schultz said so if there were any comments on additional items to the two items raised by Mr. Bowman, they could take those and resolve them as well. He said from the City's perspective, those two items were fundamental to where the rest of the agreement went. He said the first one was were they OK as a Council with doing that road and getting the R.O.W. for it in two steps; the first part with the gas station and the rest of it when the applicant developed one of their pieces. He said that was how the agreement was set up and if Council was fine with that, they just needed to hear that and they could wrap that language up. Mr. Schultz said the bigger issue, in terms of getting the words of the agreement done, was the retail overlay question. He said in the last draft, language was inserted or requested by the applicant that essentially said if the Council didn't do the retail overlay that they were expecting and authorized instead of OST some retail uses, then they shouldn't have to do the rest of the road and they would only do the part in front of the gas station. He said before the agreement could be finished they needed to know that was the expectation of the Council. He said those two things to wrap up and bring back the next time was the hope. Mr. Bowman said one other point on that was there might be another way, which was to actually lay out in the alternative, if the overlay never became a reality, then enumerate on those properties west of the new proposed collector road that these would be allowable uses. Mr. Bowman said he understood



that might have some difficulties in the actual zoning and approval processes but that was what they were suggesting could be an alternative. Mr. Schultz said, in fairness, they met today and he explained the City's position that the PRO had to first rezone the underlying properties and as to these other non gas station pieces, they were not rezoning them. So, they weren't saying anything about the uses and were just talking about a road on those. In addition, once they rezoned with a PRO to a classification, under the City's PRO they couldn't actually change the uses. They could change other things such as the height etc. other than uses. The uses had to be what was on the underlying zoning and here that would be OST and not retail for those remaining parcels. He said he understood the hope but he didn't think they could get there with a PRO agreement.

Mayor Pro Tem Gatt said his understanding the last time the applicant was before Council, was that he was going to work with Mr. Schultz and tonight was the night they would come back. He said as he recalled they were working under some sort of deadline to close a deal or something. He asked Mr. Schultz if there was an opportunity tonight, if Council acted and discussed this to come up with words or language that could be incorporated into a PRO that he could go away with tonight. Mr. Schultz said there was a lot left to be changed and finalized, in terms of language they discussed this morning. Mayor Pro Tem Gatt asked even if Council gave him direction tonight. Mr. Schultz thought there were more things to change in the document than he was comfortable getting authority to do without bringing it back to Council. He said just the process was two steps, show him the plan and then bring back the agreement. Mayor Pro Tem Gatt thought Council already did that and he thought tonight they were coming back with a plan. Mr. Schultz said he understood but they couldn't have a final agreement. Mayor Pro Tem Gatt said the triggering mechanism, the way he understood it, was the applicant wanted to build a gas station and put in what was needed for that and then if their company developed another piece of property, they would complete the road. However, if a third party came in, then the applicant wouldn't be responsible for completing the road. He asked if that was correct. Mr. Schultz said that was correct and was how it was set up now. Mayor Pro Tem Gatt asked if the City was agreeable with that. Mr. Schultz said it was presented to Council for their determination. Mayor Pro Tem Gatt said he saw that as fair and reasonable. As far as the retail overlay, if the City didn't go forward with that rezoning and it never happened, what would the consequences be to the petitioner tonight. Mr. Schultz said if the proposed Master Plan wasn't implemented, the underlying property that the rest of this road would go on would stay OST without an additional basket of uses, which was what the retail overlay would be. Mayor Pro Tem Gatt asked what the City was requesting of the petitioner in that regard. Mr. Schultz responded that the draft of the agreement was set up to sort of acknowledge that by getting the gas station portion rezoned to Freeway Service there needed to be some public benefit to the City. He thought, from the City staff's perspective, just getting the little bit of road adjacent to that made a public road and dedicated to the public might not be sufficient public benefit. So, the draft of the agreement, which Council needed to react to, yes it's OK or we need more, the draft of the agreement sort of met the issue half way. They provide the R.O.W. to get to Grand River but they don't have to spend the money to build the road. He didn't think the applicant wanted to do that and assumed the applicant would address that question in more detail. He said the policy question for Council was whether they were willing, as a Council, to say the public benefit of the road in front of the gas station was enough of a benefit for them to do that now under the PRO, and if they never enact

the overlay, then they let the rest of that go. He said that was what the applicant was asking Council to consider tonight.

Mayor Pro Tem Gatt said they were talking about a 1.5 or 1.8 acre piece of property and he thought for the City to expect the same kind of benefit that say a developer putting in a 400 road subdivision would be required from this applicant from this juncture at this time he didn't think was reasonable. He said his comments at the last meeting were, when it was sent to everybody for review and consulting, they would do this but don't get too greedy. He thought the City was trying to bite off more than they should in this instance. He thought that what the applicant was proposing was fair and reasonable.

Member Mutch said he had several concerns with this proposal as it was brought forward. He said the first big problem he had with the proposal was that Council wanted to have additional retail uses at this interchange in the numbers they were talking about. He said this was not specifically a criticism of the applicant's proposal, although he thought the applicant had a lot of input into the planning process. He said he couldn't see the sense of adding a significant amount of retail space at Grand River and Beck Road right now. He commented he had a hard time contemplating any additional retail space anywhere in Novi in light of the vacancies there were just across the street in the center just as well as the vacancies at Novi Road and I-96 interchange, just a couple of miles down the road. So, he had a concern about that from that perspective. He said he also had a concern about the size of the retail that would be added to this area that was contemplated not only in the Master Plan proposal but then it would be essentially incorporated into this legal document. Member Mutch said talking about 14 acres on the north side he believed the applicant was looking to have at least 25% of the total floor area to allow commercial uses. He said the kind of commercial uses that the applicant was contemplating were car washes, convenience stores associated with field stations, restaurants, including fast food, sit down and drive through restaurants and general retail and personal services. He said that was a pretty wide open collection of uses and it was not his vision for one of the gateways into the City. However, more importantly aside from the kind of uses were the impact of those uses and specifically the traffic impact of those uses. Member Mutch noted he drove through the Beck Road I-96 Grand River area last week during rush hour and fortunately he wasn't trying to get on I-96 because traffic was backed up quite a distance along Grand River for people trying to go northbound on the freeway. He said he knew one of the cases being made for the improvements that were suggested was that it would allow people to route around that intersection. He said the problem was that there was an equal amount of traffic backed up on Beck Road going northbound trying to get on the freeway. He said now they were contemplating either a non-signalized intersection with the potential for people to turn left out of that area or as this area developed out signalization at a location that he thought was very problematic. He thought the feedback they had received from the Road Commission was not positive to suggest that. He said those kind of regional issues were really raising concerns for him in terms of the kinds of uses they were contemplating in the area and the impact of those uses. Finally, with this specific agreement itself, he was concerned that a lot of the benefits that were being documented primarily benefited the applicant and Council was not seeing specific and quantifiable public benefit. He said if the road was constructed only to serve the applicant's property with a future consideration of a public road extension through the applicant's properties going to the east, it seemed clear the primary beneficiary of those improvements was the applicant and their

properties. Member Mutch said he understood the applicant's desire to eventually turn those roads over to the City it would be the applicant who would benefit from the roadways going in and allowing the development of their properties surrounding that. He noted the applicant also referenced improvements to the storm water basin, which again would primarily benefit the applicant by moving the storm water off the applicant's property which allowed the applicant more developable land. However, MDOT had indicated they didn't see a particular public benefit from improvements to their basin; their basin already served the roadways in that area. Finally, the planned future overlay district that the applicant was requesting, again the language primarily benefited the applicant's property. He thought there was one other property in that area that would benefit from that. Member Mutch said that was his biggest concern with the agreement. He had a problem with the Council effectively overriding the normal zoning process by putting language in there that contemplated a zoning district that didn't even exist today and for a Master Plan designation that the Planning Commission had not even adopted yet and essentially tying their hands to some numbers and uses that they, as a Council, might not be ready to accept. He said at the very least he would hope that they go through the normal rezoning process and allow the community to have some input into that versus having the zoning district already dictated by virtue of a legal agreement. He said he didn't think that would be appropriate for this process. He said the other issues were obviously policy issues for the Council to decide whether the variances that the applicant was requesting in terms of the various zoning ordinance provisions were justified in terms of the PRO process. He said he had a real concern about the idea of introducing the idea of effectively zoning other portions of the applicant's property through this agreement without any opportunity to go through the normal zoning process for those. He said he didn't think it would be appropriate. Member Mutch said he would not be able to support the agreement as currently written and most specifically for the future retail service overlay district.

Mayor Landry asked Mr. Arroyo if he was involved in the road and he said he was. Mayor Landry said as he saw it there were a couple major issues and one of them was the timing of when the road would actually be constructed as opposed to the dedication. He said another issue that went along with that was if the road wasn't all built now, whether the remaining road would be built when either the developer did the next phase or whether a third party did it. He said that was issue one. He said issue 2 was the notion of if the PRO, which was being considered by the rezoning overlay by the Master Plan Committee, never occurred did they need the road at all. Mayor Landry asked Mr. Arroyo if this was a collector road that allowed people to get onto the site and adjacent sites from Grand River and from Beck Road. Mr. Arroyo said he was correct. Mayor Landry said if the retail overlay district didn't get approved by the Master Plan and Zoning Committee, would there be a need for the road. Mr. Arroyo stated he believed there was. Mayor Landry said then even if it's built out all OST, in his opinion would they still need the collector road. Mr. Arroyo believed it would still provide a significant benefit to circulation in the area. Mayor Landry asked if he would be correct that from a standpoint of safety, when this one gas station went in, it would not necessarily be important to have this road built in its entirety just for this; however, when they start filling in other uses, that would be when it would become important for the road to be done in its entirety. Mr. Arroyo said with this particular use the primary difficulty would be left turns out onto Beck Road to go south. There would be delays that would be experienced with the gas station particularly during peak times and during off peak times there would be less. He said the use would benefit from the road whenever it went in and as more traffic added on to that,

obviously, it would become even more important. Mayor Landry said so this collector road, if it were built in its entirety simply when the gas station went in, it would allow people to get onto Grand River without having to go on Beck Road; therefore, eliminating the need for some traffic to turn left out of the gas station. Mr. Arroyo said he was correct.

Mayor Landry said the first issue was the notion of the Retail Overlay District and what if the City never approved it, did they need the road at all. Mayor Landry said from what Mr. Arroyo said he thought they did and his position was they needed the road regardless of whether the Retail Overlay District was approved or not. So, he would be looking for this road to be constructed or to be dedicated. He said with respect to the first issue and the timing of the road the applicant came before Council requesting a straight rezoning. He said he indicated he would not support that because it was not consistent with the Master Plan. Mayor Landry noted he specifically requested if they would go the PRO route so that they would not be in a position, he would vote no if it was just straight up because he didn't want to go against the Master Plan. He said the applicant agreed to go PRO and it worked and he thought they had done a pretty fast track with the project. Mayor Landry said 1) regardless of the Retail Overlay District the road needed to go in and 2) with respect to the time, he understood what Mr. Arroyo said and he would be willing to go with the applicant and require that the entire road not be constructed now. However, he agreed that the benefit was a public benefit and not just a benefit to the applicant. So, when the applicant says if a third party built a parcel, why would they want to build a road that didn't necessarily benefit them, the idea was to benefit the public not the applicant. Mayor Landry said he would be looking for the road to be built out whenever the next piece went in. He said it didn't have to be done now but whoever put the next piece in, whether the applicant or a third party, he would be looking for the road to be built.

Mr. Bowman asked who would build the road. He said if they were bringing forth a development and the City had its abilities to indicate that things needed to be done, Council probably would then say if required by studies and ordinances and procedures that there needed to be X amount of access or they needed to do this. He said, again, part of their PRO, in essence, they didn't mind at all, and had said so in front of the Planning Commission, here's where it goes and they agreed and actually would dedicate and have that in escrow and ready to go. He said when their next shovel went into the ground it made sense. But now someone comes along and he guessed the inequity of that was that he would kind of lay at Council's steps and say if they were going to propose a development that needed it and he had done those steps that they wouldn't normally under ordinary circumstances have available to them through his property, then it was there for them to do just as it would be there for him to do. Mr. Bowman said it was a matter of then who would do it next. Mayor Landry asked who paid for it, right now one option was for the Council to say they don't get the gas station until they built the whole road. So, he thought a fall back position would be Council would not require them to do it all now; they could wait and do it all when the next project came in. He said that was what he was considering right now. Mayor Landry said he was understanding Mr. Bowman's concern as he would build the part in front of his gas station now but if the next piece was not Mr. Bowman's he would be looking to Council to require them to pay for the remainder of it. Mr. Bowman said they would agree, as part of this process, to dedicate the property for the R.O.W. He said that was a huge step and Council knew what would have to go on in those situations normally. He said he was coming at it from a little bit different approach and appreciated what Mr. Arroyo just said to Mayor Landry but he said their site

could operate safely and effectively as it was. He said now someone else comes along with an adjacent piece of property and said they wanted to do something that they would benefit from and they have the ability then to even utilize R.O.W. that he had donated, then fine. The next step would be as a part of the City's site plan approval process and things of that nature would be secondary access, there it is. Mayor Landry said he would go with Mr. Bowman on the timing issue even though he thought it would benefit the public to put it in now. Mayor Landry said they were struggling over who paid for it if it was not put in now. Mr. Bowman said think about it even in light of the secondary component that was discussed, PRO would go forward and zoning and overlay districts argued about never occur. He said the alignment and placement of that road, and again, they had been at these meetings and he would just take a little bit of exception with a lot of it but certainly they had been there constructively hopefully being a part of that process. He said this was something that he didn't want to put words in the Master Plan and Zoning Committee's mouth but he would say that they would argue that they had to look at the long term not just now, they had to look at what would service and function for that area for the long term. So, ultimately, that was what kind of made sense for that road alignment with those overlay uses envisioned. Mr. Bowman said if it was not going to be those and let's say we have a jewel of a development come along that he would love to do what if that road wanted to be in another spot and yet a neighboring property owner said they would put it in. Mr. Bowman said those types of things had to be considered as well or maybe from a traffic and development standpoint it might otherwise want to be in a different location. Mr. Bowman said they would dedicate it and even be OK with the timing perspective that someone else could trigger it, but if they wanted to trigger it at that point in time and had access to the ability to do that then they would be responsible to put it in. He said they weren't talking about huge expanses of roads; it would be similar to other site planning processes of the community as imposed in other circumstances. Mayor Landry asked Mr. Bowman if they would dedicate the property right now. Mr. Bowman said they would put a deed in escrow dedicated for that purpose and hopefully with enough flexibility that if something came to the floor it looked at a realignment of it or repositioning of it. He said the curb cut would be set into place and they had talked about that as part of the agreement, so with a reasonable flexibility. Mayor Landry asked how they put in escrow the dedication of property if they didn't know where it was going to be. Mr. Schultz said the way they had set the escrow part of this up was the agreement set the access point on Grand River and obviously the one on Beck Road would be set with the plan for the gas station. He said they would take the R.O.W. description that they already had for the layout that was in the documents Council had, they would sign those and they would be put with an escrow agent. He said they were really there as more of a fail safe if they try to do something other than dedicate it and was set up so that it only came out almost as a penalty if they failed to do the road with one of their subsequent developments. He said that was how it was set up now. The Escrow Agreement and PRO Agreement itself had language that said the City would work with them on minor alterations, to that legal description as long as the access point didn't change and as long as it met Design and Construction Standards and as long as it did the same thing that it did for the City the way it was set up now. He said they could have that kind of flexibility as long as they held the deed in place in case they tried to do something not permitted. Mayor Landry said if someone came in that owned a piece of property that this applicant didn't own and wanted to put a development in, they would know coming in that in order to do that, the City would require that they build a road, if they agreed not to require the applicant to build the entire road now. Mr. Schultz said under that scenario, they would write an agreement provision in there that said they put the deed in escrow and if

that third party came in and wanted to build the road, they either had to do whatever they needed to do to get the road in proper alignment that everyone could agree on or if they didn't come to the table and do that, then the City would record the one that was in escrow now. He said then, under their request, the new petitioner or other property owner would build that road on that R.O.W. across their property. He said that was the proposal from their perspective as he understood it. Mayor Landry said what Mr. Schultz was saying was before you put a shovel in the ground for anything other than the gas station, you pay for the road. Mr. Schultz agreed. Mayor Landry said so if you're the next developer on the next parcel, you pay for the road. Mr. Bowman agreed and said he wanted to make sure that practically speaking, it would probably be a coincidental process to other permits being pulled and a C of O because there was construction timing, inspection processes, etc. He said before they occupy that next structure and get a C of O, it would be constructed and dedicated. Mr. Schultz said they would build it like they would in any other development where the road was going to be required, we agree on that. Mr. Bowman said he would think similarly for any adjacent third party property owner that wanted to avail themselves of that as well. Mayor Landry said then the issue comes down to was Council comfortable with not requiring them to put the road in now and if they're not, then they say put the road in now. If they were comfortable in allowing them to wait to put the entire road in, who would pay for it. He said that was the direction that everyone was looking for in regard to this PRO. Mr. Bowman said with the only exception to clarify that, obviously, if it was on his property and their next project, they would put it in. Mayor Landry agreed. Mr. Bowman said it was on their property and part of the agreement they were dealing with, but a third party would trigger that when they were looking to use it, and he said he understood the public benefit. Mayor Landry said if it's the public benefit, they understood each other. Mr. Bowman agreed.

Member Crawford said it seemed fair that they would dedicate and she didn't have a problem with the road coming in two parts and it made sense to her that Mr. Bowman wouldn't put in a road if he didn't own whatever the development was. She thought it made sense and if he dedicated it she didn't have any problem at all just building that portion of the road to serve the gas station. Member Crawford said she didn't have a problem with the premature zoning, as she thought this was the future zoning category and it made sense to her that a gas station would be there. She said she didn't know who actually interprets public benefit but she thought part of the public benefit would be having a gas station convenient to the expressway but maybe that wasn't enough public benefit for some people. This seemed a bit extreme and she knew that everyone was working as hard as they could but for some reason or other when Council had people who came to them and wanted to build a business or wanted to do a business there seemed to be so many hurdles it was almost prohibitive and it discouraged people from wanting to do business with them. She said that was unfortunate especially now when there were very few people coming before Council wanting to build. She said she wished the process was a little clearer and simpler.

Member Staudt agreed with Member Crawford and would be in support of her position, which said that down the road someone else would be responsible for public benefit. He said he didn't see a huge public benefit for Mr. Bowman paying for the road in the event that somebody else builds.

Mr. Pearson said when the Planning Commission saw this as part of the hearing, they didn't have the benefit of some of these issues and they understood that that was coming forward. He said they saw on the motion sheet that they listed out and identified some things such as the landscaping on the east and he didn't know where that stood. He said there were things to process that were a work in progress and they also needed direction on signage, the canopy and there were seven items listed on the motion sheet and it might be helpful as a guide. He said this was a complicated project but thought the parcel was deserving of that because they were talking about property that was on the prime corner of interstate frontage, Beck Road and Grand River. He said the City and private entities had spent millions of dollars on public infrastructure along that corridor. He noted this was a large chunk of vacant property and there had been all kinds of ideas and lots of efforts and work over the years to think what was the best from the Rock Financial Showplace towards Beck Road. He said he was thinking about things that they were struggling with now in terms of the ring road and they had plans for that and they had wished that was in place and this was an opportunity and a need to sort of lay out to be sure that the City was in a position down the road to be able to get some of those improvements. He said there had been all kinds of ideas for how this large vacant piece, that the applicant controlled a big part of, could be built out to the best benefit. He thought what Council was struggling with was not turning down a bird in the hand and still keeping an eye towards long term and balancing all this out. He understood the discussion and they had tried to work through it and with it, but the fact was they needed and wanted to get going faster than some of the other things that were catching up and that was why some of these things were out of sync. He said they were seeing things now a little bit more disjointed than they would normally be if it had run through the standard idea.

Mayor Landry suggested that they take this a piece at a time. He said Administration was looking for direction so with respect to the road it sounded to him that they were looking for a motion that would suggest to the Administration that the PRO going forward required the developer to dedicate all the land right now and that would be the public benefit, the PRO would dedicate all the land for the road right now but that the developer would not have to build the entire road right now and that the entire road would have to be built when the developer put in its next project, which the developer would pay for or if a third party came forth, the third party would pay for the road but the road would go in regardless of whether the Retail Overlay District was passed by the Master Plan and Zoning Committee or not.

Mayor Landry said his understanding was they needed direction on the final wording, this was already very fast, if they do that tonight if would come back to Council, with the wording as Council suggested, at the next meeting and it could be approved. Mr. Schultz agreed and said he thought the applicant was on board with that process too. He said there were some discussions today but certainly on Friday they were pretty clear on what the process would be and he thought everybody was OK with it. Mr. Bowman said he would take responsibility for that. He said there was a little bit of a lack of communication on his side as to exactly what would happen tonight and certainly and hopefully if there was strong direction that would work for them as long as it was reasonably favorable with respect to the PRO.

**CM-10-03-044      Moved by Gatt, seconded by Crawford; CARRIED UNANIMOUSLY:  
Regarding the request of Novi Mile, LLC for Zoning Map Amendment  
18.694 to rezone property in Section 16, east of Beck Road between I-**



**96 and Grand River Avenue, from OST, Office Service Technology District to FS, Freeway Service District with a Planned Rezoning Overlay to approve the road in question be built in two steps, that the applicant dedicate all the land and that would be the public benefit for the PRO, that the initial road be built to accommodate the needs for the gas station convenience store, and the next phase of the road being built would be triggered by a shovel in the ground or construction either by the applicant at which point he would be responsible for finishing the road at his expense or a third party, unknown at this time, who put a shovel in the ground and started construction that person would be responsible for completing the road at their expense regardless of the Retail Overlay District question.**

**Roll call vote on CM-10-03-044**

**Yeas: Mutch, Staudt, Landry, Gatt, Crawford,  
Fischer**

**Nays: None**

**Absent: Margolis**

Mayor Landry asked what other direction the Administration needed.

Mr. Schultz said, from their perspective, Council had a list of the ordinance deviations and not hearing anything he assumed that those were OK to stay in the agreement. He said the signage was probably the only other non road related issue. He said they were proposing an extra sign and a little bit larger on the monument sign, if Council had a reaction to that fine, if not, it was written into the agreement that that's OK. Mayor Pro Tem Gatt stated he had read all the deviation that the applicant was requesting and he didn't have any problem with any of them. He said a gas station on the corner like this one, they would get a monument sign and that was normal. Mr. Bowman said a monument sign was actually required at gas stations. He said theirs, because of the setback nature of the site it was up and off of the major thoroughfare and well set back from the freeway. He said they were going with a 9 ft. height instead of a 6 ft height but the actual surface face of the monument sign was within parameters. He noted all the remainder of the signage was within the parameters of the square footage allowances but they were essentially getting one additional sign per their request. He said they were also going with the badges instead of the color scheming that was a concern on the canopy. Mayor Pro Tem Gatt said he found nothing extraordinary or out of the ordinary.

**CM-10-03-045**

**Moved by Gatt, seconded by Crawford; MOTION CARRIED:  
Regarding the request of Novi Mile, LLC for Zoning Map Amendment 18.694 to rezone property in Section 16, east of Beck Road between I-96 and Grand River Avenue, from OST, Office Service Technology District to FS, Freeway Service District with a Planned Rezoning Overlay to approve all variances requested by the applicant and listed in the PRO.**



Mr. Schultz said the agreement was drafted and before Council a little in advance of when it would be so he was assuming that the way they laid those out was the way they would be left with some tweaking. He said they would take that direction as the way they were to be headed.

## DISCUSSION

Member Mutch asked Administration to clarify the signage request because it felt like a moving target in terms of what was initially proposed and it sounded like the applicant made some adjustments and agreements on that. He asked, from the City's viewpoint, where they were in terms of signage ordinance compliance and what would it be comparable to. He said there was a recent discussion about the gas station at Thirteen Mile and Novi Road and asked if they were in that kind of area in terms of size or were they looking at something closer to the ordinance standards,

Mr. Pearson said they had talked about the station at Twelve Mile and Novi and compared it to the one at Thirteen Mile and Novi. He didn't know how this one did. He said this dealt with item six, they did the matrix of the signage and what they were asking for and what was allowed by the ordinances. He said they were suggesting that the ground sign be brought into compliance with the ordinance standards and that one wall sign they were requesting be omitted and that the canopy signs be omitted. He said all of that would be consistent with the ordinance standards.

Member Mutch commented about the process. He said normally after the Council had rezoned the property, which could have happened at the previous meeting, the applicant would have had to have gone to the Planning Commission for site plan approval, if this had been following a straight rezoning. The applicant was requesting a number of variances, which even if the Planning Commission had then recommended approval of that site plan with those variances, then would have required them to go to the ZBA and get their approval. Member Mutch said they might have looked favorably upon some of these but he thought some of these could be argued that some of them were self created hardships for the applicant. However, in any case he thought the applicant had benefitted by going this route and had probably gotten farther down the road and gotten the ability to do some things that they probably otherwise would not have been able to do through a straight rezoning process. He said obviously, the trade off was the applicant had to jump through some extra hoops with the PRO process but that's how the process worked. Member Mutch said regarding the timeline he thought the applicant was at the same place they would have been and he thought however one comes down on the issue of public benefits, clearly there was some give and take on both sides. He thought they had done OK as far as that went.

Member Fischer said he agreed and thought there had been a lot of give and take in this situation and he saw the public benefit in the motions that had been made. He said the one item as far as signage went that he did have a concern on was the ground sign. He said he couldn't think of another gas station that was allowed a nine foot high ground sign. He asked the applicant to respond regarding the necessity of that.

Mr. Bowman said he didn't think they would find another gas station set this far back from the roadway. He said this was looking to be a part of a freeway service designation and that acknowledged the fact that the freeway side was an important visibility side from a recognition and signage factor. So, if they took into consideration the excess R.O.W. and the basin that was there and the proximity of the ramp he thought a nine foot high sign would be even less significant than directly on the corner at the Twelve and Novi or Thirteen and Novi sites, a typical six foot size. Member Fischer said he would argue that some of the other gas stations mentioned actually did have similar or further setbacks. He said nine feet high was not very pleasing to him aesthetically and was one of the few concerns he had about the plan. Ms. McBeth said he was not aware of any other gas station signs of that height. She said six feet was the typical standard and she wasn't aware of any nine foot tall gas station signs. Member Fischer said he would support the motion but would prefer to see the sign brought down a little more on compliance.

Mayor Landry asked if the motion to direct the Administration to draft a PRO with the applicant's request as opposed to the staff's request with respect to signage. Mr. Schultz said that was the motion.

Mayor Pro Tem Gatt said he didn't believe there were any other gas stations in the City that were comparable to this one being proposed. He said he shared Member Fischer's concerns but thought in this case, in this location being on the freeway, it was appropriate.

Member Crawford said since Novi didn't have a gas station that did set back as the proposed station she thought it was difficult to compare the signage at Twelve Mile and Novi Road in a station that was right up to the corner. She said it was apples and oranges in a way, signage wise. She thought if the station was back off the road and if the sign was faced to attract some of the people off the freeway, she didn't have a problem with it. She said she knew it was a deviation from what they normally did but there wasn't a piece of property like this either where a station was already situated. So, she didn't think they could compare the signage with ones at Twelve Mile and Novi Road because it was too different.

Mayor Landry said he couldn't support the motion. He said he was with them on the road, the phasing of the road and who paid for the road. However, he was concerned about consistency especially with the gas stations. He said they got the alcohol at the gas station and they worked through the road issue and the zoning issue but the other mega gas station in Novi they talked a long time about signage and they wanted signs and Council said no. He said he would be in favor of the PRO including the staff's recommendation on the signage.

**Roll call vote on CM-10-03-045**

**Yeas: Staudt, Gatt, Crawford, Fischer**  
**Nays: Landry, Mutch**  
**Absent: Margolis**

Ms. McBeth said there was one more issue being the canopy itself was normally designed to have a certain amount of brick at the base on the columns. She said this one was somewhat deficient in that regard and provided the cultured stone instead of brick and the façade consultant was OK with that but they felt that there could be further adjustments made to have the minimum amount of cultured stone up in the columns.

Mr. Bowman said this was an extraordinarily nice façade and it was down to whether they met the percentages. He said they had the right materials but didn't technically meet the percentages. He said if they did that, it expanded the size of the columns and the size of the islands relating to them, so it presented a layout for the site even issues. He said they adjusted the façade of the canopy itself and that was a huge issue and was one that for this particular blind was not done but understanding that a color scheme in the community here was considered a sign. He said along with all the other additions they had actually made to the actual building, they hoped it would be acceptable.

Member Staudt said he would defer to the applicant on their façade.

Mayor Pro Tem Gatt agreed with Member Staudt and said this was why it was tough to do business in Novi sometimes. He said he's altering the size of his building, altering the pillars and every thing he can.

**CM-10-03-046**                      **Moved by Gatt, seconded by Staudt; MOTION CARRIED;  
Regarding the request of Novi Mile, LLC for Zoning Map  
Amendment 18.694 to rezone property in Section 16, east of  
Beck Road between I-96 and Grand River Avenue, from OST,  
Office Service Technology District to FS, Freeway Service  
District with a Planned Rezoning Overlay to approve the  
façade as presented by the applicant.**

## **DISCUSSION**

Member Mutch said in reading the discussion about this, staff referenced there was a gas station on the south side of Grand River west of Novi Road that had brick and some of the materials discussed. So there were examples in the City where they had required developers building gas stations to utilize materials that they wouldn't necessarily think of standard gas station materials.

Ms. McBeth agreed and thought that the ordinance was specifically designed with the idea of the character of the community and the characteristics that the community was hoping to see. Member Mutch said he could understand the concern if they were asking the applicant to do something that was above and beyond what was asked of other projects in the City. However, in this case, it sounded like other gas stations had incorporated similar materials and again they were talking about the gateway to Novi. He understood that the applicant wanted to have a certain look for their facility and also knew that Mr. Necci and his façade review were eminently fair. He said his experience was that he worked with the applicants to make sure that if it was something that didn't exactly meet the standards of the ordinance, that if it truly was comparable material and presentation, he would support that. He believed the staff would take the same approach. He said he could not support a waiver in this case where they would want the best possible presentation and he thought the applicant could meet it.

Mayor Pro Tem Gatt said he understood it was the same material that the City required just not the exact percentage of material. He commented for them to use the exact percentage would cause a hardship on the petitioner that he believed would be unfair. Mr. Bowman said that

was exactly the point he wanted to make. He said it was not a matter of materials it was just a matter of size to meet a percentage. He said they would not even have a discernable difference to the view of it from the standpoint of a façade issue but from a site layout issue to support the additional percentage they would have to expand the column basis, the islands and the function of the site would be affected.

Mayor Pro Tem Gatt said he suspected that when the project was done, it would be a true monument to the Gateway of Novi and something they would all be proud of.

**Roll call vote on CM-10-03-046**

**Yeas: Landry, Gatt, Crawford, Fischer, Staudt**  
**Nays: Mutch**  
**Absent: Margolis**

**MAPS**

**Location**

**Zoning**

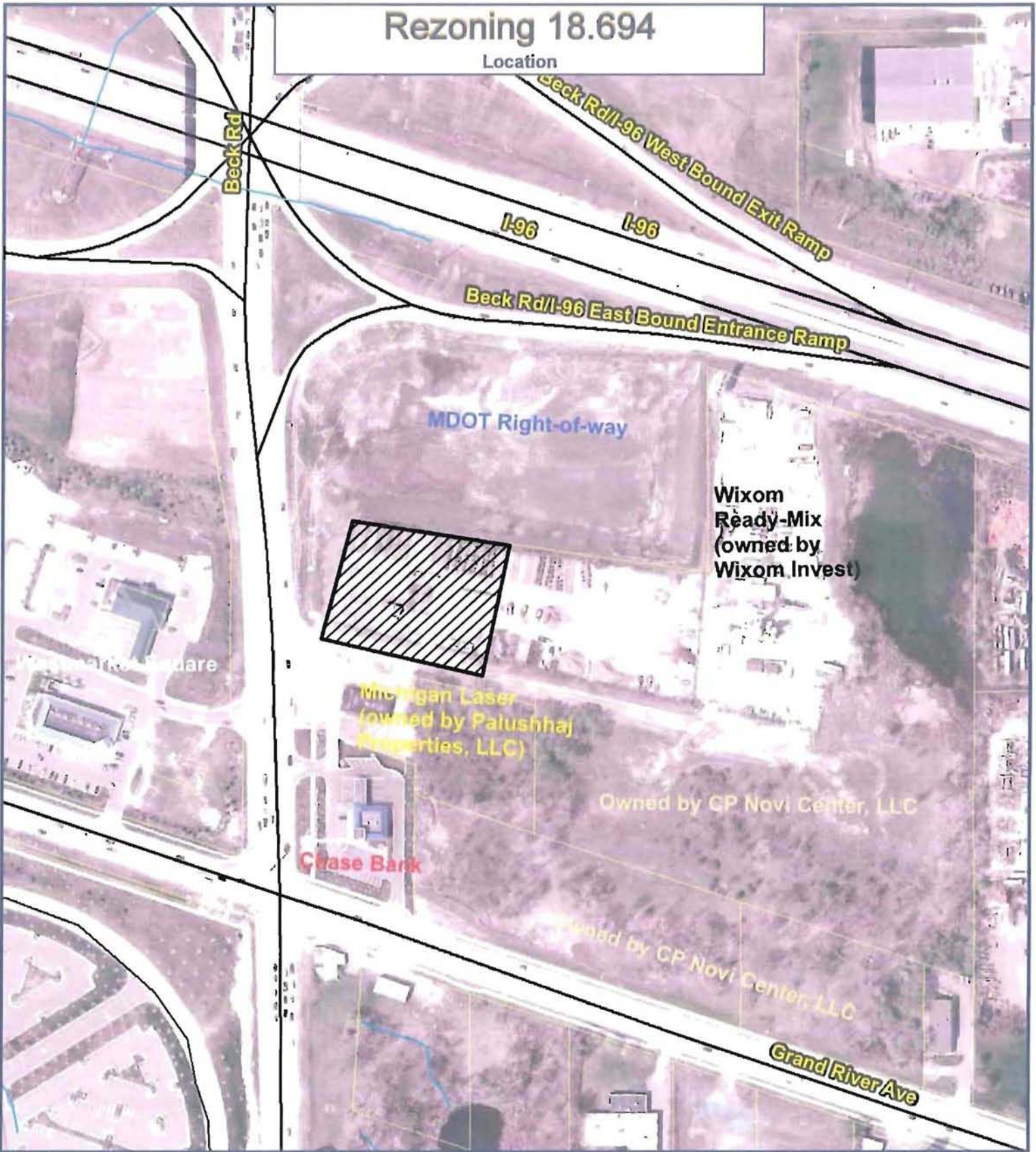
**Future Land Use**

**Natural Features**




# Rezoning 18.694

Location



Map Author: Kristen Kapelanski  
Date: 03-10-10  
Project: Rezoning T8 694  
Version #: 1.1

### Map Legend

 Proposed Rezoning

#### 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 source available to the jurisdiction of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



**City of Novi**  
Department Division  
Department Name  
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Novi, MI 48375  
cityofnovi.org

0 45 90 180 270 360  
Feet

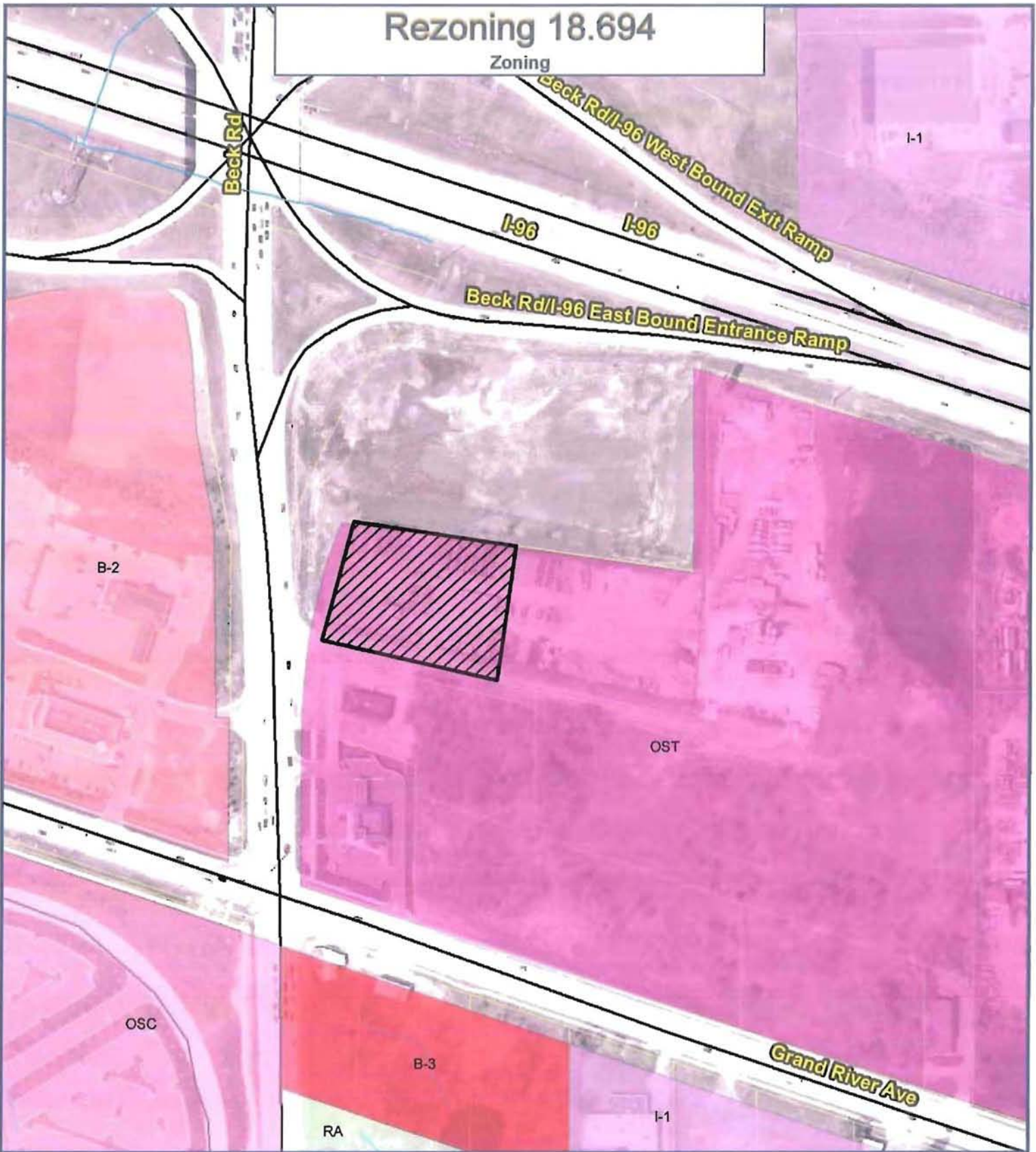


1 inch = 248 feet



# Rezoning 18.694

Zoning



Map Author: Kristen Kapelanski  
 Date: 01-15-10  
 Project: Rezoning 18.694  
 Version #: 1.0

### Map Legend

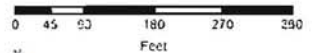
-  R-A: Residential Acreage
-  B-2: Community Business
-  B-3: General Business
-  I-1: Light Industrial
-  OSC: Office Service Commercial
-  OST: Office Service Technology
-  Proposed Rezoning

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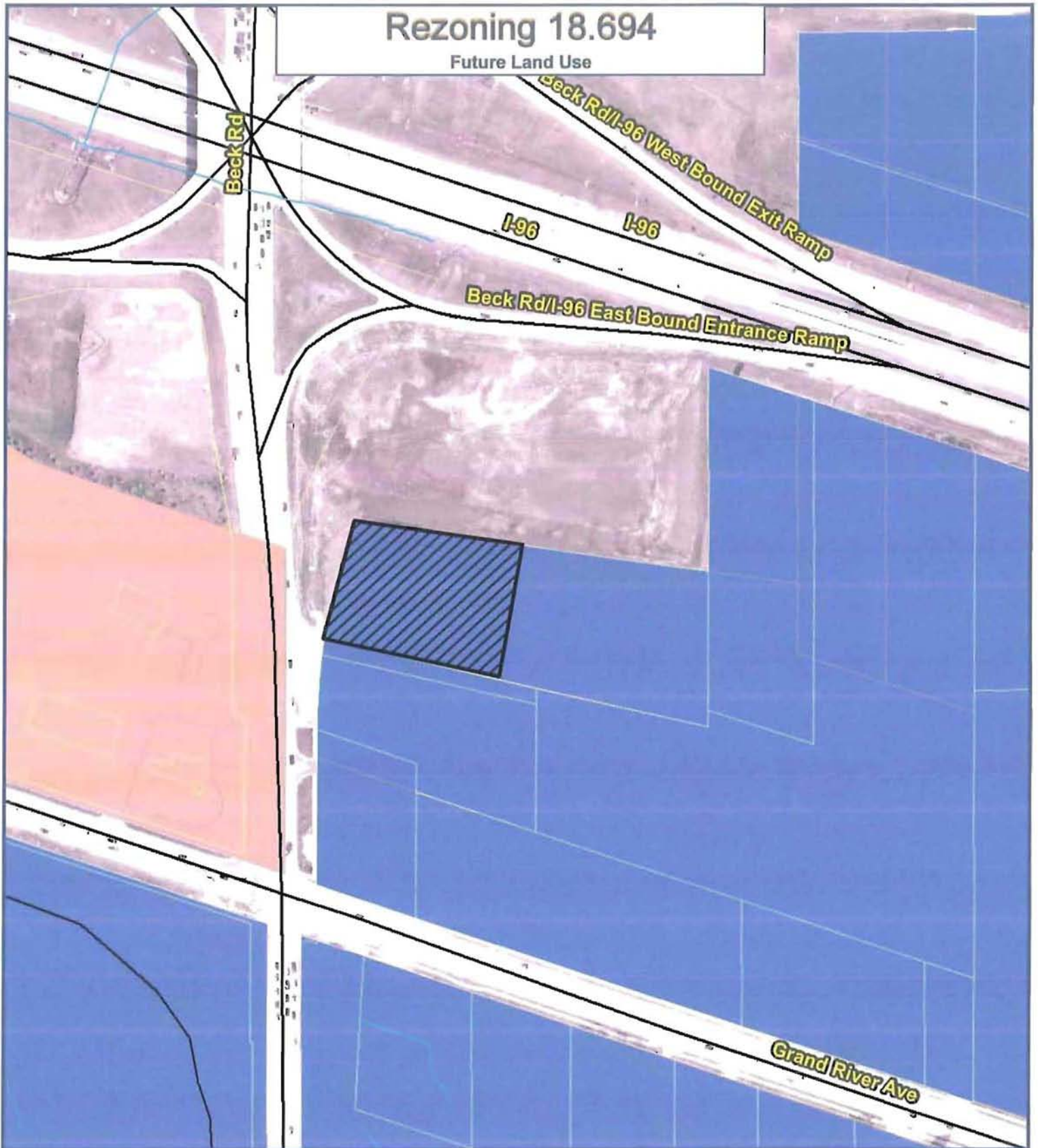


1 inch = 248 feet



# Rezoning 18.694

Future Land Use




Map Author: Kristen Kapelanski  
Date: 01-15-10  
Project: Rezoning 18.694  
Version #: 1.0

### Map Legend

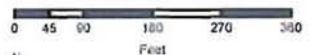
### Future Land Use

-  OFFICE
-  LOCAL COMMERCIAL

 Proposed Rezoning



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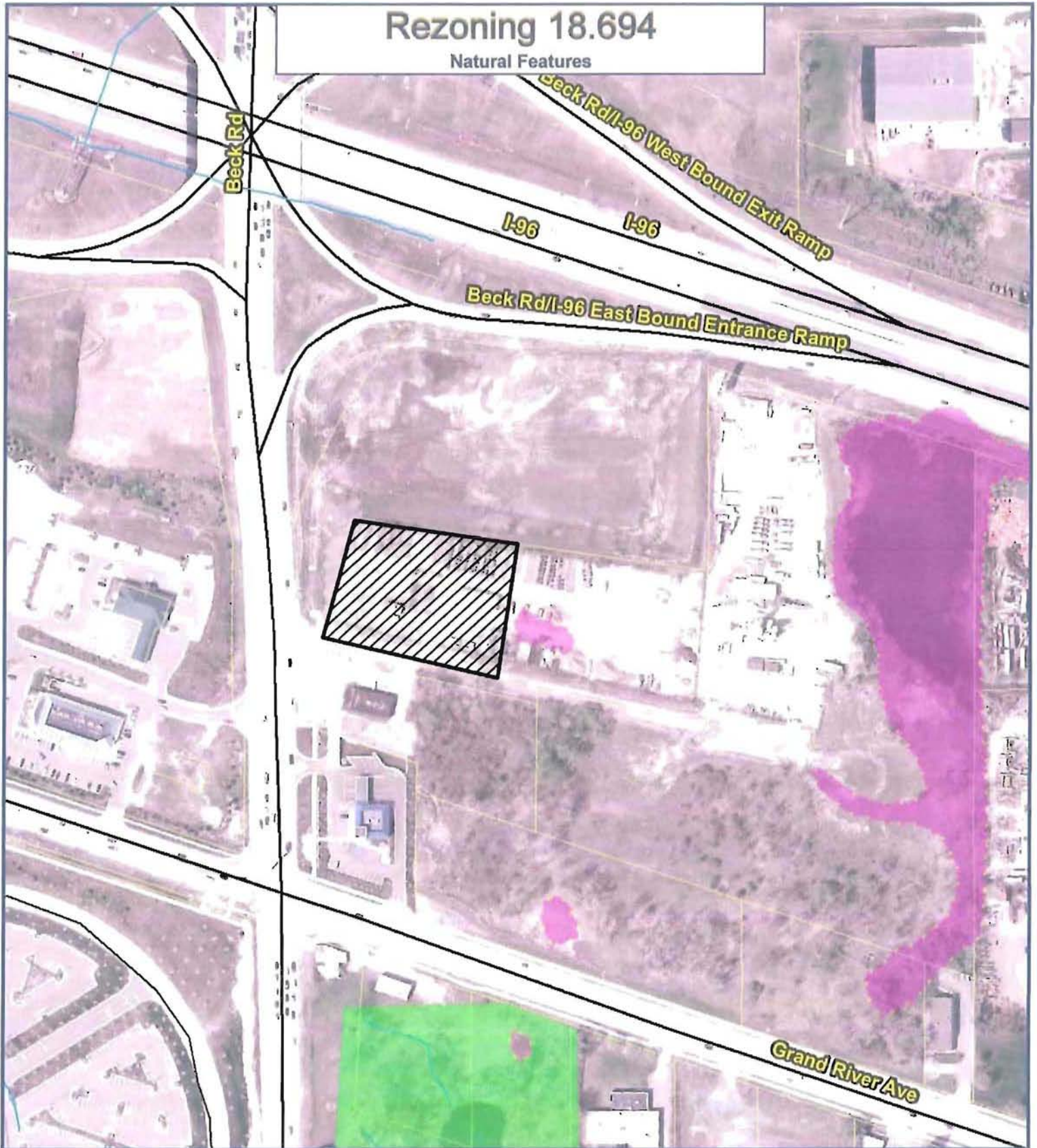
1 inch = 246 feet

**MAP INTERPRETATION NOTICE**  
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# Rezoning 18.694

Natural Features



Map Author: Kristen Kapelanski  
Date: 01-15-10  
Project: Rezoning 18.694  
Version #: 1.0

### Map Legend

 Wetland Areas  
 Woodlands

 Proposed Rezoning

### MAP INTERPRETATION NOTICE

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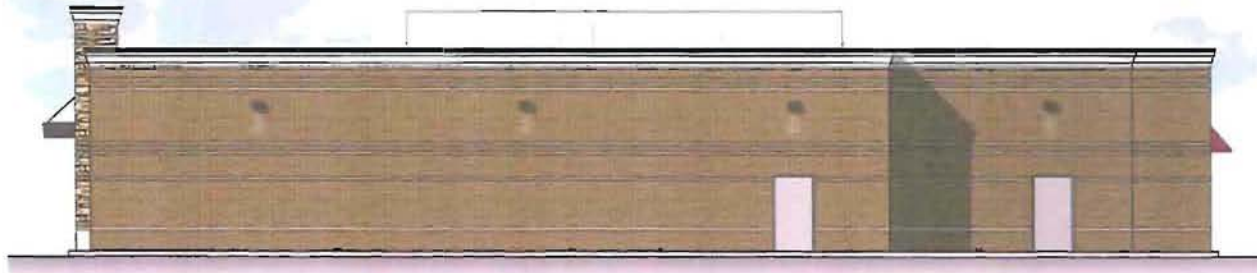


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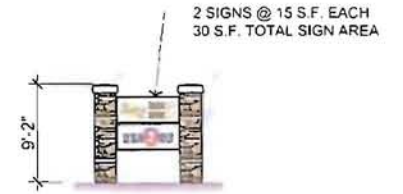
0 45 90 150 270 360  
Feet



1 inch = 248 feet



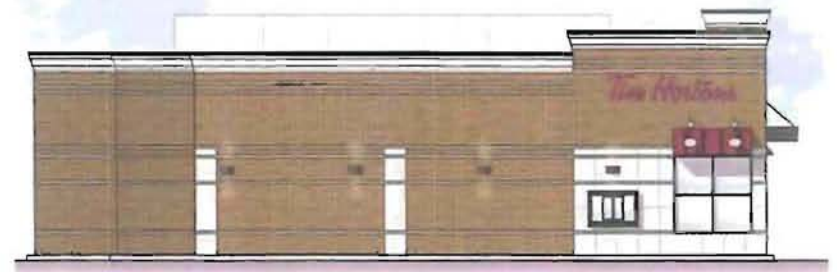
EAST ELEVATION



SIGN ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



ASSOCIATES, INC.  
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31471 NORTHWESTERN HWY. SUITE 2  
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## PROPOSED GAS STATION - USA 2 GO

NOVI, MICHIGAN

3/19/10





WEST ELEVATION



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FARMINGTON HILLS, MI 483343  
PHONE: (248) 985-9101

## PROPOSED GAS STATION - USA 2 GO

NOVI, MICHIGAN