



CITY of NOVI CITY COUNCIL

Agenda Item D
November 13, 2018

SUBJECT: Approval of Resolution by the City Council Authorizing Termination of Easement for Berm Installation and Maintenance on the property proposed for development as the Woodbridge Park residential development located on 9.23 acres at the northeast corner of Novi Road and Nine Mile Road in Section 26. A replacement easement has been offered that proposes landscaping along the subject property's eastern property line.

SUBMITTING DEPARTMENT: Community Development, Planning Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The Planning Commission approved a development plan on May 23, 2018 for a 40-unit, attached residential development, Woodridge Park, which is proposed to be located at the northeast corner of Nine Mile and Novi Roads (see attached Preliminary Site Plan layout). The subject property contains a 15-foot wide easement that runs north from Nine Mile Road, approximately 100 feet west of the eastern property line (see attached Sheet 2 Existing Easement Location). This easement was recorded on the property in 1980, for the purpose of providing a landscaped berm along a shared property line between the restaurant use to the east (now used as the Shiro Restaurant) and the vacant multiple family land to the west (now planned for Woodridge Park). The Planning Commission's approval of the Woodridge Park Preliminary Site Plan earlier this year was granted subject to the termination of the existing easement on the property. Minutes from the Planning Commission meeting are attached.

Both properties are under the ownership of Mr. Irwin Arkin, and have been for many years. In 2016, Mr. Arkin requested an adjustment to the lot line, in order to divide the property along the zoning line. On April 18, 2016, the City Council approved the request to split the property (see attached excerpt from the meeting minutes). The placement of the easement for landscaping purposes is no longer practical for the purposes of providing a buffer between different properties, since the lot line was adjusted.

The applicant is now proposing to move the easement from the location interior to the multiple family zoning district, to the northeasterly property line. A 20-foot wide easement is proposed on the Light Industrial Property (Shiro), to match up with the landscaping and berm proposed on the Residential Property (Woodridge Park). If approved by the City Council, the resolution indicates that the landscaping shall be completed on or before 8/31/20, as may be extended for delays. The attorney's review letter (attached) provides more reasons as why the proposed Landscape Easement Agreement between Arkin, LLC and Pulte Homes, is satisfactory for the purpose of termination of existing easement.

The Developer seeks to terminate the existing Easement in order to aid in the development of the Woodbridge Park Multi-family residential development. The proposed Woodbridge Park development will include a landscape area along the east property line as a buffer from the existing adjacent light industrial uses. The adjacent property also grants a berm

easement along its west property line to expand the depth of the new landscape/berm area.

Attached Sheet 2 indicates the existing 15 feet easement for berm that is proposed to be vacated. Based on initial research by staff, it was determined that the easement was granted to the City of Novi as a condition of site plan approval for adjacent parcel (Shiro) to the East for a restaurant use. The applicant for the eastern parcel (Shiro's site) at that time has provided a 15 feet easement on subject parcel and intent to build a berm or a wall when a residential development is approved for the subject parcel. The applicant is proposing to vacate the 15 foot berm easement and an alternative location is proposed as shown in the attached sketch. Sheet 5 indicates the proposed preliminary site plan layout approved by the Planning Commission. A copy of the executed easement (proposed) agreed between both property owners is attached.

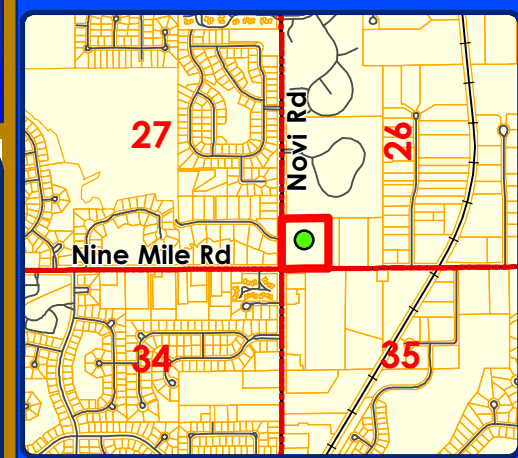
The easement has been reviewed by the City's professional staff and consultants. The easement is currently in a form acceptable to the City Attorney's office for acceptance by the City Council. Review letters from City Attorney and Engineering Consultant are attached.

RECOMMENDED ACTION: Approval of Resolution by the City Council Authorizing Termination of Easement for Berm Installation and Maintenance on the property proposed for development as the Woodbridge Park residential development located on 9.23 acres at the northeast corner of Novi Road and Nine Mile Road in Section 26. A replacement easement has been offered that proposes landscaping along the subject property's eastern property line.

MAPS
Location Map
Zoning Map

JSP 17-67: WOODBRIDGE PARK

Location



LEGEND

 Sections



City of Novi

Dept. of Community Development
City Hall / Civic Center
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Sri Komaragiri
Date: 05/18/18
Project: JSP 17-67: WOODBRIDGE PARK
Version #: 1



1 inch = 122 feet

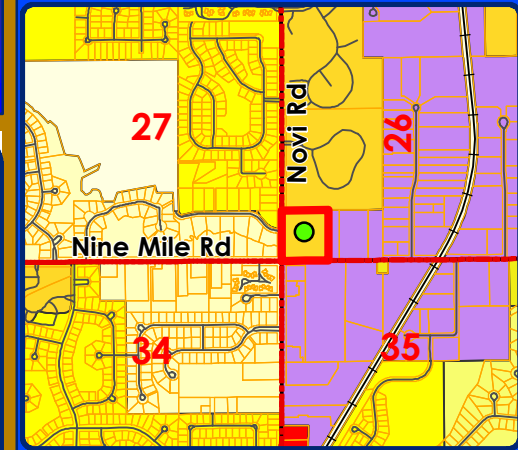
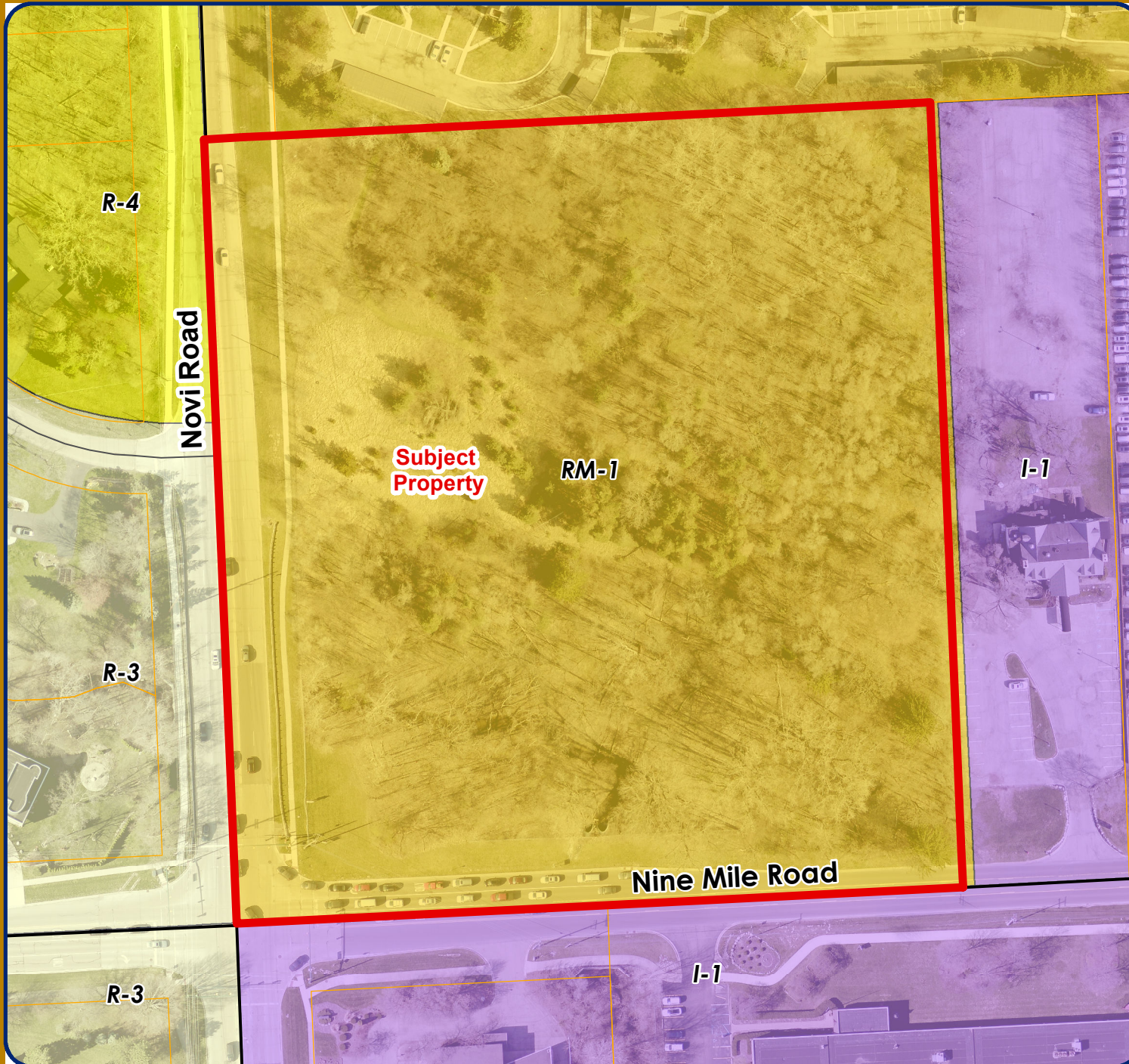


MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

JSP 17-67: WOODBRIDGE PARK

Zoning



LEGEND

- Sections
- R-1: One-Family Residential District
- R-2: One-Family Residential
- R-3: One-Family Residential District
- R-4: One-Family Residential District
- RM-1: Low-Density Multiple Family
- B-3: General Business District
- I-1: Light Industrial District
- P-1: Vehicular Parking District



City of Novi

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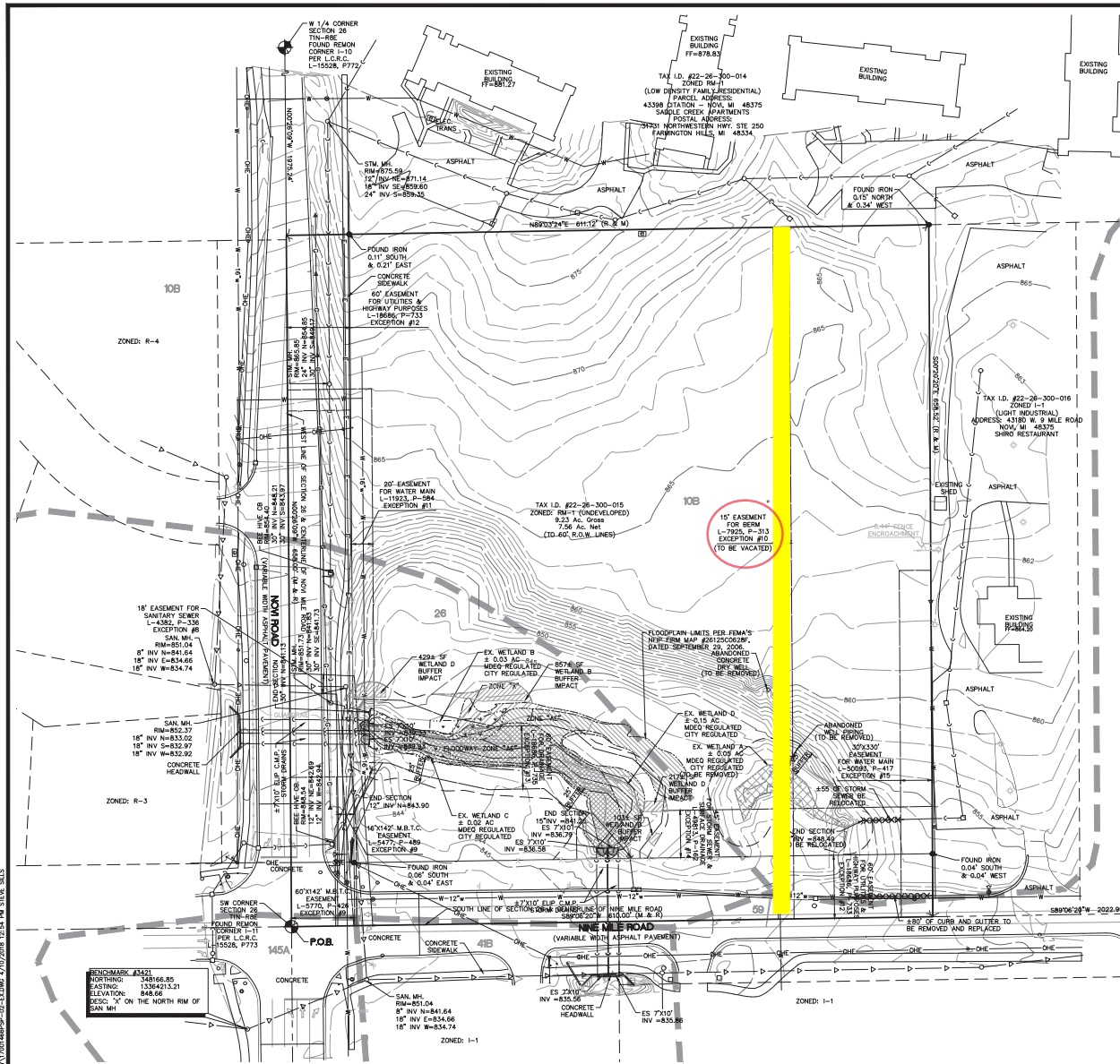
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SHEET 2
EXISTING EASEMENT LOCATION



Wetland Area	Wetland Area (acre)	Buffer Area (acre)	Township Regulated	MDQC Regulated	Wetland Impact Area (acre)	Estimated Cut Impact Volume (cubic yards)	Estimated Fill Impact Volume (cubic yards)	Estimated Net Impact Volume (cubic yards)	Impacts to Wetland Buffer Area (acre)
A	0.05	0.26	Yes	Yes	0.05	0	450	450	0.26
B	0.03	0.13	Yes	Yes	0.00	0	0	0	0.02
C	0.02	0.15	Yes	Yes	0.00	0	0	0	0.00
D	0.15	0.28	Yes	Yes	0.00	0	0	0	0.02
Total (MDEQ)	0.10	0.54	-	-	0.05	0	450	450	0
Total (CITY)	0.1	0.54	-	-	0.05	0	450	450	0.30

Map Unit Symbol	Map Unit Name	Flood Frequency	Pending Frequency
10B	Marlette sandy loam, 1 to 6 percent slopes	None	None
26	Sloans silt loam	Frequent	None
59	Utman silt loam	None	None
145A	Blount loam, Erie-Huron Lake Plain	None	None
41B	Aguents, sandy, loamy, undulating	None	Frequent

TITLE COMMITMENT REFERENCE NUMBER	DESCRIPTION	STATUS ON PLAN	AFFECT ON PROPERTY
△	RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS	NOT SHOWN	AFFECTS PARCEL
△	ANY FACTS, RIGHTS, INTERESTS OR CLAIMS NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR MAKING A REASONABLE CLAIM OF DISCOVERY THEREOF OF THE LAND.	NOT SHOWN	AFFECTS PARCEL
△	ENCUMBRANCES THAT ARE NOT SHOWN IN THE PUBLIC RECORDS AND WHICH AFFECT WATER, MINERAL, OIL AND EXPLORATION RIGHTS.	SHOWN	AFFECTS PARCEL
△	ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE INCLUDING ENCUMBRANCES, CONSTRAINTS OR OTHER FACTS THAT WOULD BE DISCOVERED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND, AND THAT ARE NOT SHOWN IN THE PUBLIC RECORDS.	NOT SHOWN	AFFECTS PARCEL
△	ANY LIEN OR RIGHT TO LIEN FOR SERVICES, LABOR OR MATERIAL THEREOF OR HEREFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.	NOT SHOWN	AFFECTS PARCEL
△	THE LIEN, IF ANY, OF REAL ESTATE TAXES, ASSESSMENTS, AND/OR WATER AND SEWER CHARGES, AND/OR OTHER CHARGES OR TAXES THAT ARE NOT SHOWN AS EXISTING LIENS IN THE RECORDS OF ANY TAXING AUTHORITY THAT LEAVES TAXES OR ASSESSMENTS ON REAL PROPERTY OF THE PUBLIC RECORDS; INCLUDING THE LIEN FOR TAXES, ASSESSMENTS, AND/OR WATER AND SEWER CHARGES, AND/OR OTHER CHARGES OR TAXES, SHALL BE ADDED TO THE TAX ROLLS OR TAX ROLLS OF THE PUBLIC RECORDS. THE COMPANY ADMITS NO LIABILITY FOR THE TAX INCREASES OCCASIONED BY THE RETROACTIVE REVALUATION OR CHANGES IN THE LAND USAGE.	NOT SHOWN	AFFECTS PARCEL
△	DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, AND/OR CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHED SUBSEQUENT TO THE DATE THE PROPOSED SURVEY INSTRUMENT WAS RECORDED IN THE PUBLIC RECORDS OR INTERESTS OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.	SHOWN	AFFECTS PARCEL
△	EASEMENT FOR SANITARY SEWER DRAINAGE BY INSTRUMENT RECORDED IN LIBER 5715, PAGE 136, OAKLAND COUNTY RECORDS.	SHOWN	AFFECTS PARCEL
△	EASEMENT GRANTED TO MICHIGAN BELL TELEPHONE COMPANY RECORDED IN LIBER 5715, PAGE 136 AND LIBER 5476, PAGE 489, OAKLAND COUNTY RECORDS.	SHOWN	AFFECTS PARCEL
△	TERMS, CONDITIONS AND PROVISIONS WHICH ARE INCORPORATED BY REFERENCE TO THE CHARTER OF THE CITY OF NOVI, MICHIGAN, RECORDED IN LIBER 7925, PAGE 313, OAKLAND COUNTY RECORDS.	SHOWN	AFFECTS PARCEL
△	EASEMENT FOR WATER MAIN PURPOSES VESTED IN CITY OF NOVI BY INSTRUMENT RECORDED IN LIBER 11925, PAGE 584, OAKLAND COUNTY RECORDS.	SHOWN	AFFECTS PARCEL
△	EASEMENT FOR HIGHWAY AND UTILITY PURPOSES VESTED IN CITY OF NOVI BY INSTRUMENT RECORDED IN LIBER 11925, PAGE 584, OAKLAND COUNTY RECORDS.	SHOWN	AFFECTS PARCEL
△	EASEMENT FOR DRAINAGE PURPOSES VESTED IN CITY OF NOVI BY INSTRUMENT RECORDED IN LIBER 11925, PAGE 584, OAKLAND COUNTY RECORDS.	SHOWN	AFFECTS PARCEL
△	EASEMENT FOR STORM DRAINAGE AND SURFACE DRAINAGE AGREEMENT RECORDED IN LIBER 11925, PAGE 584, OAKLAND COUNTY RECORDS.	SHOWN	AFFECTS PARCEL
△	EASEMENT FOR WATER MAIN PURPOSES VESTED IN CITY OF NOVI BY INSTRUMENT RECORDED IN LIBER 11925, PAGE 584, OAKLAND COUNTY RECORDS.	SHOWN	AFFECTS PARCEL
△	RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL AGENCY OR ANY PART OF THE LAND TAKEN, USED OR DEEDED FOR A PUBLIC OR PRIVATE STREET, DRIVE, ROAD OR HIGHWAY PURPOSES.	NOT SHOWN	AFFECTS PARCEL

NOTES

1. SURVEY INFORMATION PROVIDED BY DIFFN-UMJOR, DATED 12-14-17.
2. BEARINGS ARE BASED ON MICHIGAN STATE PLANE, SOUTH ZONE NAD83
3. SOILS INFORMATION REFERENCED FROM USDA NRCS WEB SOILS SURVEY, ACCESSED 2017.

LEGAL DESCRIPTION:

PART OF THE SOUTHWEST 1/4 SECTION 26, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEGINNING AT SOUTHWEST SECTION CORNER, THENCE NORTH 02°02'00" WEST 584.00 FEET; THENCE NORTH 89°23'24" EAST 611.12 FEET; THENCE SOUTH 02°02'00" EAST 608.52 FEET; THENCE SOUTH 89°06'20" WEST 610.00 FEET TO BEGINNING.

BASIS OF BEARING:

BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF SECTION 26, AS SHOWN ON LEGAL DESCRIPTIONS OF RECORD.

LEGEND

—	BOUNDARY LINE
- - -	EXIST. EASEMENT
- - - - -	BOUNDARY/PROPERTY LINE
- - - - -	SECTION LINE
- - - - -	EXIST. SETBACK
- - - - -	EXIST. CONTOUR
- - - - -	EXIST. CURB AND GUTTER
- - - - -	EXIST. FENCE
- - - - -	EXIST. MIDRANT
- - - - -	EXIST. GAS
- - - - -	EXIST. SOIL BOUNDARY
- - - - -	EXIST. STRUCTURE
- - - - -	EXIST. WALL
- - - - -	EXIST. SOLS TYPE
- - - - -	EXIST. WATER MAIN
- - - - -	EXIST. SANITARY
- - - - -	EXIST. GAS
- - - - -	EXIST. STORM
- - - - -	EXIST. OVERHEAD ELEC. LINE
- - - - -	EXIST. OVERHEAD TELE. LINE
- - - - -	EXIST. CABLE LINE
- - - - -	EXIST. UNSPECIFIED UTILITIES
- - - - -	EXIST. CULVERT
- - - - -	EXIST. CATCH BASIN/INLET
- - - - -	EXIST. MIDRANT
- - - - -	EXIST. VALVE
- - - - -	EXIST. SANITARY SEWER
- - - - -	EXIST. UNSPECIFIED UTILITY
- - - - -	EXIST. SIGN
- - - - -	EXIST. LIGHT POLE
- - - - -	EXIST. UTILITY POLE
- - - - -	EXIST. WETLAND BUFFER
- - - - -	SOIL BORING LOCATION

811
Call before you dig.
Know what's below.
Call before you dig. Know what's below. Call before you dig. Know what's below. Call before you dig. Know what's below.

ATWELL
MICHIGAN LAND SURVEYORS
15100 WOODBRIDGE PARK
SUNNYVALE, MICHIGAN 48315
TEL: 248-294-4000

SECTION 26
TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

PULTE HOMES OF MICHIGAN, LLC
WOODBRIDGE PARK
PRELIMINARY SITE PLAN
EXISTING CONDITIONS PLAN

DATE: FEBRUARY 20, 2018
2018-04-09 PER CITY

REVISIONS

SCALE: 1" = 50 FEET
DRAWN BY: SSS
CHECKED BY: SSS
P.L.M.B.
JOB #: 17001466
FILE CODE: -
SHEET NO: 02

C:\PROGRAMS\SW\PLAN SETS\SITE-PRELIMINARY\17001466\99-22-22.dwg 2/20/2018 12:34:24 PM SITE PLAN

SHEET 5
PRELIMINARY SITE PLAN LAYOUT



Know what's below.

Call before you dig. The location of every underground utility is the sole responsibility of the contractor. The contractor shall be responsible for obtaining the most current utility records and for verifying the accuracy of the information. The contractor shall be responsible for any damage to or destruction of any utility during the course of any project. The contractor shall be responsible for any damage to or destruction of any utility during the course of any project.

NOTICE: THE LOCATION OF EVERY UNDERGROUND UTILITY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE MOST CURRENT UTILITY RECORDS AND FOR VERIFYING THE ACCURACY OF THE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OR DESTRUCTION OF ANY UTILITY DURING THE COURSE OF ANY PROJECT.



ATWELL
311 SERVICE
311-430-4000
311-430-4000

SECTION 26
TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

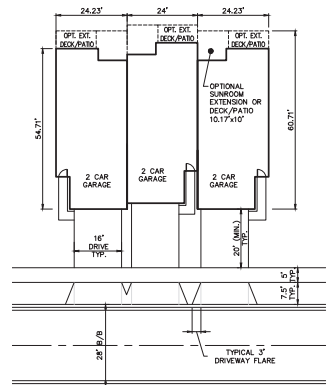
PULTE HOMES OF MICHIGAN, LLC
WOODBRIDGE PARK
PRELIMINARY SITE PLAN
LAYOUT PLAN

DATE: FEBRUARY 20, 2018
2018-04-09 PER CITY

REVISIONS
SCALE: 1" = 50 FEET
DRAWN BY: SJS
CHECKED BY: SJS
P.L.M.: MB
JOB #: 17001466
FILE CODE: -
PRINT NO: 06

LAYOUT NOTES

- THE PROPOSED DEVELOPMENT IS PLANNED TO BE DEVELOPED USING THE CITY'S PLANNED REZONING OVERLY DEVELOPMENT OPTION TO ALLOW FOR THE MULTI-FAMILY USE.
- LANDSCAPE BUFFERS WILL BE PROVIDED ON THE SIDES OF THE DEVELOPMENT AS SHOWN BUFFERING THE PROPERTY FROM THE ADJACENT USES.
- THE DEVELOPMENT WILL CONTAIN PRIVATE ROADS. THE PROPOSED CONNECTION WILL BE COORDINATED WITH THE ROAD COMMISSION OF OAKLAND COUNTY.
- ALL SIDEWALKS AND SIDEWALK RAMPS SHALL BE ADA COMPLIANT.
- SHORT DISTANCE TRIANGLES SHOWN FOR 2.0' EYE HEIGHT IN ACCORDANCE WITH MOST TRAFFIC AND SAFETY STANDARDS FEBRUARY 6, 2008 (CORA AD-210, EXHIBITS 8-24A, 8-24B). SHORT TRAFFIC AND SAFETY LIMIT FOR 45 MPH AND 4 LANES OF TRAFFIC IS 530'.
- ON-STREET PARKING IS PROPOSED NEAR THE MAILBOXES. UNIT GARAGE AND DRIVE WAY PARKING EXCEEDS CITY PARKING REQUIREMENTS.
- PROPOSED BUILDING FACADES WILL HAVE A MINIMUM OF 30% BRICK OR STONE.
- THE TOTAL PROPOSED FLOOR SQUARE FOOTAGE OF EACH DWELLING UNIT IS 1,860 SQUARE FEET.



TYPICAL UNIT DETAIL
NOT TO SCALE

CITY BUILDING SEPARATION TABLE

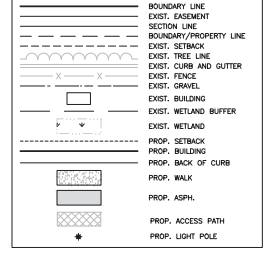
SPACE BETWEEN BUILDINGS	Hs (feet)	La (feet)	Ls (feet)	Required spacing (feet)	Proposed spacing (feet)
2 & 3	32	32	120.0	61.3	61.5
4 & 5	32	32	54.0	54.0	39.3
6 & 7	32	32	44.0	44.0	46.3
1 & 2	32	32	120.0	61.3	93.0
1 & 7	32	32	55.0	55.0	90.1
2 & 6	32	32	17.0	17.0	89.4
3 & 6	32	32	55.0	55.0	89.4
3 & 4	32	32	120.0	61.3	93.0
5 & 6	32	32	55.0	55.0	85.3

BUILDING ROOM COUNT TABLE

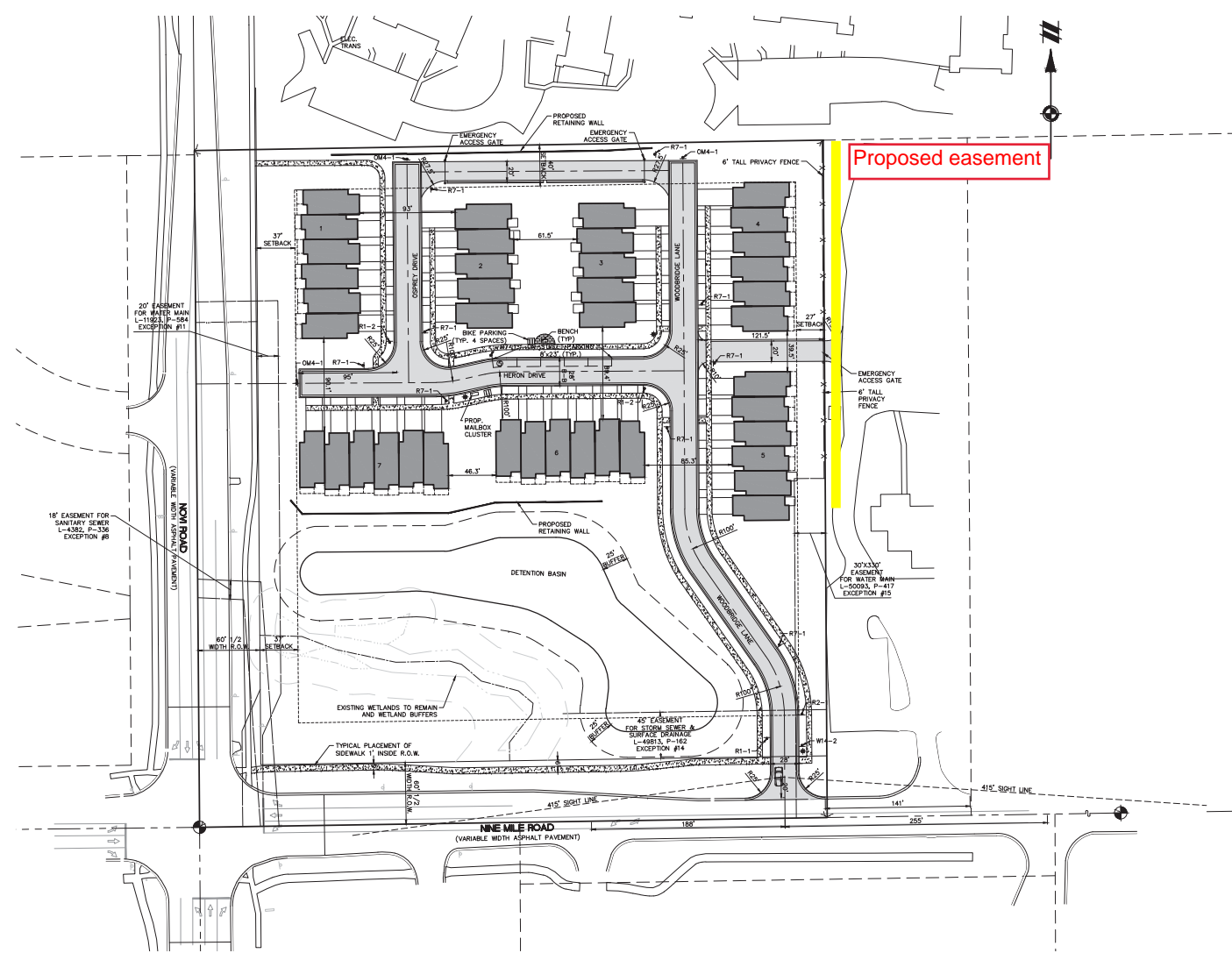
BUILDING NUMBER	LENGTH	HEIGHT	NUMBER OF THREE BEDROOM UNITS	ROOM COUNT (FOUR ROOMS PER UNIT)*
1	144	32	6	24
2	120	32	5	20
3	120	32	5	20
4	144	32	6	24
5	144	32	6	24
6	144	32	6	24
7	144	32	6	24
TOTALS			40	160

* ROOM COUNTS SHOWN PER CITY OF NOVI ZONING ORDINANCE 3.8.1.C

LEGEND



PRELIMINARY - NOT FOR CONSTRUCTION



SIGNAGE NOTES

- ALL ON-STREET SIGNAGE AND PAVEMENT MARKINGS SHALL BE IN COMPLIANCE WITH THE MANUAL.
- ALL ROADWAY SIGNS SHOULD BE INSTALLED TWO FEET FROM THE FACE OF THE CURB TO THE NEAR EDGE OF THE SIGN. ALL SIGNS SHALL BE A HEIGHT OF 7 FEET FROM GRADE TO THE BOTTOM OF THE SIGN WHEN PLACED IN THE MOUNTY OF A CURBED AREA.
- TRAFFIC CONTROL SIGNS SHALL USE THE FHWA STANDARD ALPHABET SERIES.
- TRAFFIC CONTROL SIGNS SHALL HAVE HIGH INTENSITY PRISMATIC (HWP) SHEETING TO MEET FHWA RETROREFLECTIVITY REQUIREMENTS.
- STREET NAME SIGNS SHALL BE DESIGNED PER THE CITY OF NOVI TRAFFIC CONTROL SIGN STANDARDS.
- STREET NAME SIGNS ARE REQUIRED TO HAVE A GREEN FIELD, WHITE LETTERS, AND A WHITE BORDER. TEXT SHALL CONSIST OF A CAPITALIZED FIRST LETTER WITH THE REMAINING LETTERS IN LOWERCASE FOR THE CAPITAL LETTERS AND SIX INCHES FOR THE LOWERCASE LETTERS. IF LOCATED ADJACENT TO A ROAD WITH A SPEED LIMIT OF 30 MPH OR GREATER, OR HAVE A MINIMUM HEIGHT OF EIGHT INCHES AND MINIMUM LETTERING HEIGHT OF 4.5 INCHES IF LOCATED AT RESIDENTIAL STREET INTERSECTIONS.
- STREET NAME SIGNS SHALL HAVE A LETTERING HEIGHT OF THREE INCHES FOR SUPPLEMENTARY LETTERING TO INDICATE THE STREET TYPE (E.G. DRIVE, AVENUE, ETC).
- ALL STREET NAME SIGNS WITHIN THE CITY'S RIGHT OF WAY OR LOCATED ON PUBLIC STREETS AT THE INTERSECTION OF A PUBLIC STREET AND A PRIVATE STREET SHALL BE MOUNTED ON A 2 1/2 LB. OR GREATER U-CHANNEL POST AS DICTATED BY THE WEIGHT OF THE PROPOSED SIGN. STREET NAME SIGNS WITH NOMINAL HEIGHT OF 12 INCHES SHALL BE SINGLE SIDED AND SANDBLACHED ON A 1 1/2 X 1 1/2 LB. TO-SANDBLACHED GALVANIZED STEEL INSERT WITH THE SING OF THE SIGNS SHOWN TOGETHER. THE INSERT SHALL HAVE A MINIMUM LENGTH OF 3 INCHES. THE MINIMUM LETTERING HEIGHT OF THE SIGNS SHALL BE 12 INCHES INTO THE 3 LB. OR HEAVIER U-CHANNEL POST. IN PREVIOUS EXPERIENCES, THE CITY HAS DISCOVERED THAT THE CONSIDERED OPTION MUST BE REPLACED WITH WEIGHTS ARE USED TO JOIN THE SIGNS OF THE SIGNS THE BOLTS TO JOIN THE SIGNS ARE NOT REQUIRED ON STREET SIGNS PLACED ON PRIVATE ROADWAYS SINCE PRIVATE ROADWAY SIGNS ARE NOT MAINTAINED BY THE CITY.
- SINGLE SIGNS WITH NOMINAL DIMENSIONS OF 12" X 18" OR SMALLER IN SIZE SHALL BE MOUNTED ON A GALVANIZED 2 LB. U-CHANNEL POST. MULTIPLE SIGNS AND SIGNS WITH NOMINAL DIMENSION GREATER THAN 12" X 18" SHALL BE MOUNTED ON A GALVANIZED 3 LB. OR GREATER U-CHANNEL POST AS DICTATED BY THE WEIGHT OF THE PROPOSED SIGNS.



SIGN QUANTITIES

SIGN TYPE	SIGN SIZE	QUANTITY
R1-1	30"x30"	1
R2-1	30"x30"x36"	2
R7-1	18"x12"	10
W14-2	24"x24"	1
R2-1	24"x30"	1
OM4-1	18"x18"	3



ATTORNEY'S REVIEW LETTER

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 8, 2018

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**RE: Woodbridge Park JSP17-67
Vacation of Existing Easement and Landscape Easement Agreement**

Dear Ms. McBeth:

We have received and reviewed a revised Landscape Easement submitted in connection with the proposed vacation of the existing berm Easement on the subject development property. As you know, the Developer seeks to terminate the existing Easement for installation and maintenance of a berm on the property proposed for development as Woodbridge Park Multi-family residential development. The development will include a landscape area along the easement property line as a buffer from the existing adjacent light industrial uses. The adjacent property also grants a berm easement along the east property line to expand the depth of the new landscape/berm area. All issues set forth in our September 24, 2018 Review Report have been satisfactorily addressed. The proposed Landscape Easement Agreement between Arkin, LLC and Pulte Homes, is satisfactory for this purpose, subject to approval of the Landscape Easement exhibits by the City's Consulting Engineer and the inclusion of any required landscape easement within the project boundaries within the Master Deed for the Woodbridge Park Condominium, which shall be maintained by the Developer and the Association after transition of control.


As previously noted in our September 24, 2018 Review Report, we prepared and enclosed a proposed Resolution of the City Council Authorizing Termination of Easement for Berm Installation and Maintenance in the event that City staff is able to recommend termination of the existing berm easement to City Council. A property description of the berm property and a copy of the recorded Easement should be attached as Exhibits A and B, respectively. Once approved by City Council, the Resolution should be recorded with Oakland County Records in the usual manner.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

Barb McBeth, City Planner
City of Novi
October 8, 2018
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Barb McBeth, City Planner (w/Enclosure)
Sri Komaragiri, Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Hannah Smith, Planning Assistant (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosure)
Sue Troutman, City Clerk's Office (w/Enclosure)
Matthew Bush, Atwell, LLC (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

September 24, 2018

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**RE: Woodbridge Park JSP17-67
Vacation of Existing Easement and Landscape Easement Agreement**

Dear Ms. McBeth:

The Developer seeks to terminate the existing Easement for installation and maintenance of a berm on the property proposed for development as Woodbridge Park Multi-family residential development. The development will include a landscape area along the easement property line as a buffer from the existing adjacent light industrial uses. The adjacent property also grants a berm easement along the east property line to expand the depth of the new landscape/berm area. The proposed Landscape Easement Agreement between Arkin, LLC and Pulte Homes, is satisfactory for this purpose, subject to the following:

1. The addition of the following terms to Paragraph 9 of the Landscape Easement Agreement:

The City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the

amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on an equal pro rata basis as to all of the units in the Woodbridge Park Condominium. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Grantor, and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

2. The City's Consulting Engineer should review and approve the Exhibits attached to the Landscape Easement Agreement.
3. A landscape easement should be included within the Master Deed for the Woodbridge Park Condominium, which shall be maintained by the Developer and the Association after transition of control.

Additionally, please note that we have prepared and enclosed a proposed Resolution of the City Council Authorizing Termination of Easement for Berm Installation and Maintenance in the event that City staff is able to recommend termination of the existing berm easement to City Council. A property description of the berm property and a copy of the recorded Easement should be attached as Exhibits A and B, respectively. Once approved by City Council, the Resolution should be recorded with Oakland County Records in the usual manner.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS
Enclosure

Barb McBeth, City Planner
City of Novi
September 24, 2018
Page 3

C: Cortney Hanson, Clerk (w/Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Barb McBeth, City Planner (w/Enclosure)
Sri Komaragiri, Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Hannah Smith, Planning Assistant (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosure)
Sue Troutman, City Clerk's Office (w/Enclosure)
Matthew Bush, Atwill, LLC (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

**RESOLUTION OF THE CITY COUNCIL
AUTHORIZING TERMINATION OF EASEMENT
FOR BERM INSTALLATION AND MAINTENANCE**

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING
TERMINATION OF EASEMENT FOR BERM INSTALLATION AND MAINTENANCE**

RECITATIONS UNDERLYING THIS RESOLUTION:

The easement requiring the property owner of the property described on the attached and incorporated Exhibit A (the "Property") to install and maintain a berm in the location identified in the Easement, dated November 24, 1980, recorded on December 12, 1980, at Liber 7925, Page 313 through 317, Oakland County Records, granted to the City of Novi (the "City") whose address is 45175 Ten Mile Road, Novi, Michigan 48375, which easement is located in Section 26 of the City of Novi, as described on the attached and incorporated Exhibit B, is the subject matter of this Resolution, and shall be referred to herein as the "Easement".

The owner of the property described in the attached and incorporated Exhibit A, upon which the Easement is located (the "Property"), granted the easement for the purpose of screening between adjacent incompatible uses. The Property Owner now seeks to develop and use the Property for a 40-unit multi-family residential development with a landscape area in place of the existing berm. The landscape area will be maintained in connection with the approved final site plan for the multi-family residential development subject to a Landscape Easement. As such, the City has offered to terminate and vacate that existing berm Easement. Any costs associated with terminating the Easement shall be the Property Owner's expense.

The appropriate City staff has investigated the need to maintain the Easement for the benefit of the City, for the benefit of the Property, and/or for the benefit of surrounding properties. City staff has determined it is not necessary to maintain the Easement attached as Exhibit B, and hereby agrees to terminate it.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

- I. That the Easement described in the attached and incorporated Exhibit B, located in Section 26 of the City, described in the Easement which is recorded at Liber 7925,

page 313, Oakland County Records, for installation and maintenance of a berm shall be terminated.

- II. This Resolution shall be recorded with the Oakland County Register of Deeds evidencing the termination called for herein upon. A replacement Landscape Easement will be recorded in connection with final site plan approval of the multi-family residential development.

AYES:

NAYES:

ABSTENTIONS:

Resolution declared adopted.

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Novi at the regular meeting held on _____, 2018.

CORTNEY HANSON, CITY CLERK

Drafted by:
Elizabeth Saarela
Rosati Schultz Joppich & Amtsbuechler PC
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100

When recorded return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Rd.
Novi, MI 48375

EXHIBIT A
THE PROPERTY

EXHIBIT A
THE PROPERTY

Property located in the City of Novi, County of Oakland, State of Michigan described as follows:

PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 26, T.1N., R, 8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING PART OF PARCEL NO.22-26-300-015, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT N 89° 09' 20" E., 478.00 FT., FROM THE SOUTHWEST CORNER OF SAID SECTION 26, THENCE N 00° 20' 20"W., 658.52 FT., THENCE N 89° 05'20"E., 132.00 FT., THENCE S 00° 20' 20"E., 658.60 FT., THENCE S 89° 06' 20" W., 132.00 FT. TO THE POINT OF BEGINNING, CONTAINING 2.00 ACRES.

Tax Parcel Id. No.: Part of Parcel No.22-26-300-015 (previously identified as 22-26-300-009)

EXHIBIT B
THE EASEMENT

LIBER 7925 PAGE 313

NO 107058

AGREEMENT

AGREEMENT made this 24th day of November, 1980, between IRWIN J. ARKIN and JOANE ARKIN, hereinafter referred to as the "Owners"; and CERVI ENTERPRISES, INC., a Michigan Corporation, hereinafter referred to as the "Lessor"; and the City of Novi, a Michigan Municipal Corporation, hereinafter referred to as the "City".

WHEREAS, the Owners are the fee holders of certain property located in the City of Novi, described as:

1.8
2.6

PARCEL I:

Part of the Southwest 1/4 of Section 26, T. 1N., R. 8E., City of Novi, Oakland County, Michigan being part of Parcel No. 22-26-300-009, more particularly described as follows:
Beginning at a point distant N 89° 06' 20" E., 478.00 ft., from the Southwest corner of said Section 26, thence N 00° 20' 20"W., 658.52 ft., thence N 89° 05' 20"E., 132.00 ft., thence S 00° 20' 20"E., 658.60 ft., thence S 89° 06' 20"W., 132.00 ft. to the point of beginning, containing 2.00 acres.

PARCEL II:

Part of the Southwest 1/4 of Section 26, T. 1N., R. 8E., City of Novi, Oakland County, Michigan, being part of Parcel No. 22-26-300-009, more particularly described as follows:
Beginning at a point distant N 89° 06' 20"E., 610.00 ft. from the Southwest corner of said Section 26, thence N 00° 20' 20"W., 658.52 ft., thence N 89° 05' 20"E., 140 ft., thence S 00° 20' 20"E., 658.60 ft., thence S 89° 06' 20" W., 140 ft. to the point of beginning, containing 2.12 acres.

and,

11.00

LIBER 7925 PAGE 314

WHEREAS, Parcel II has been leased from the Owners to the Lessor for purposes of operating a restaurant with a Class "C" Liquor License. and,

WHEREAS, the Ordinances of the City of Novi require the construction of a protective wall along a portion of the West boundary of Parcel II.

and,

WHEREAS, Parcel I is presently undeveloped and zoned for residential purposes. and,

WHEREAS, the Lessor has proposed to construct a berm along said boundary in lieu of the required protective wall until such time as Parcel I may be developed or due to changes in circumstances the protective wall is no longer required. and,

WHEREAS, the Planning Commission of the City of Novi has granted the Lessor Site Plan approval pursuant to the Ordinances of the City of Novi, subject to the approval of this Agreement by the Novi City Attorney and the execution of this Agreement by all of the parties.

NOW THEREFORE, IT IS AGREED by the parties hereto:

1. That the Lessor will post an irrevocable letter of credit for the benefit of the City of Novi in the amount of Twelve Thousand Six Hundred Eighty Dollars (\$12,680.00) to guarantee the construction of the protective wall as required by the Ordinances of the City of Novi at such time as Parcel I is developed. In the event the Lessor fails to comply with the notice of the City of Novi, to construct said wall, the City shall have the right to enter

LIBER 7925 PAGE 315

upon said property and construct the wall in compliance with its Ordinances and recover the cost thereof from the proceeds of the aforesaid letter of credit.

Lessor agrees that he will provide the City with renewed letters of credit sixty (60) days prior to the expiration of any letter of credit on file with the City. Failure on the part of the Lessor to so notify the City shall constitute a default in the terms of this Agreement and permit the City to execute upon the irrevocable letter of credit and deposit the proceeds of said letter of credit in a special account to guarantee the Lessor's compliance with the provisions herein.

2. The Owners hereby grant the Lessor the right to construct and maintain a berm along the easterly fifteen (15) feet of Parcel I for a distance equal to that required for the protective wall.

3. Lessor will construct and maintain the aforesaid berm in compliance with the requirements of the City and in the event of notice by the City of the revocation of the temporary waiver of the protective wall requirement, the Lessor shall construct the protective wall. Upon the completion of said wall the aforesaid irrevocable letter of credit shall be terminated.

4. That the Owners and Lessor hereby grant to the City the right to enter upon the Parcels for the purpose of maintaining the berm in the event of the Lessor's failure to maintain the same, and for the further purpose of constructing the protective wall required should the Lessor fail to do so.

LIGER 7925 PAGE 316

In the event the City exercises its right to maintain the berm or construct the wall, all costs incurred by the City shall be payable from the irrevocable letter of credit.

5. That this Agreement shall remain in full force and effect for the benefit of the people of the City of Novi until such time as a required protective wall is constructed or in the alternative that said wall is no longer required under the provisions of the Ordinances of the City of Novi.

6. That the covenants, conditions and agreements made and entered into by the parties hereto are binding on their respective heirs, successors, representatives and assigns.

WITNESS:

Joseph P. Brown
Joseph P. Brown
Robert Jones
Dorothy Jones

Irwin J. Arkin
IRWIN J. ARKIN
Joane Arkin
JOANE ARKIN

STATE OF MICHIGAN)
COUNTY OF Macquinn)S

On this 24th day of November, 1980, before me personally appeared IRWIN J. ARKIN and JOANE ARKIN, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, and represented that they are 18 years of age or older.

Abigail K. Baker
Notary Public, Macquinn County,
Michigan Abigail K. Baker
My Commission Expires: 12/31/85

WITNESS:

Carol A. LaRose
Carol A. LaRose
Robert J. Miller
Robert J. Miller

CERVI ENTERPRISES, INC.,
By: Luigi G. Cervi
LUIGI G. CERVI

STATE OF MICHIGAN)
COUNTY OF Oakland)S

On this 24th day of November, 1980, before me personally

LIBER 7925 PAGE 317

appeared LUIGI G. CERVI, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, and represented that he is 18 years of age or older.

Carol A. LaRone
Notary Public, Oakland county,
Michigan Carol A. LaRone
My Commission Expires: MAY 21, 1984

WITNESS:

Desedine Stapp
Desedine Stapp

CITY OF NOVI, 2

Patricia A. Fisher
Patricia A. Fisher

BY: Romaine Koethel
Romaine Koethel, Mayor
(Signature)

STATE OF MICHIGAN)
COUNTY OF Oakland)s

On this 8th day of November, 1980, before me personally appeared Romaine Koethel, to me known to be the person described in and who executed the foregoing instrument and acknowledged that She executed the same as her free act and deed, and represented that she is 18 years of age or older.

Desedine Stapp
Notary Public, Oakland county,
Michigan
My Commission Expires:

Desedine Stapp
Notary Public,
County, Mich.
My Commission Expires Feb. 14, 1982

WHEN RECORDED, RETURN TO:
DAVID M. FRIED, ESQ.
LAMPERT, FRIED & LEVITT, P.C.
30700 Telegraph Road, Suite 3655
Birmingham, MI 48010

ENGINEERING CONSULTANT REVIEW LETTER

September 19, 2018

Darcy Rechtein, Construction Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Woodbridge Park - Document Review
Novi # JSP17-0067
SDA Job No. NV18-218
DOCUMENTS APPROVED

Dear Ms. Rechtein

We have reviewed the following document package received by our office on August 28, 2018 against the submitted plan set. We offer the following comments:

Submitted Documents:

1. **Landscape Easement** – (unexecuted: exhibit dated 7/23/18) Legal Description Approved.

Documents that require revisions should be resubmitted to the City for further review. If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, EIT
Engineer

Cc (via Email): Lindsay Bell, City of Novi Planning Department
Sri Komaragiri, City of Novi Planning Department

PROPOSED
LANDSCAPE EASEMENT AGREEMENT

LANDSCAPE EASEMENT AGREEMENT

THIS LANDSCAPE EASEMENT AGREEMENT (the "**Agreement**") is made as of this 12 day of ~~October~~, 2018, by and between ARKIN L.L.C., a Michigan limited liability company, whose address is 43100 Nine Mile Road, Novi, Michigan 48375 ("**Grantor**") and PULTE HOMES OF MICHIGAN LLC, a Michigan limited liability company, whose address is 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, Michigan 48304 ("**Grantee**").

RECITALS:

- A. Grantor owns a parcel of land located in the City of Novi, County of Oakland, State of Michigan, described and depicted on **Exhibit A** attached hereto ("**Grantor's Property**").
- B. Grantee is or will be the fee simple owner of a parcel of land located in the City of Novi, County of Oakland, State of Michigan adjacent to the west boundary of Grantor's Parcel described and depicted on **Exhibit B** attached hereto ("**Grantee's Property**"), which Grantee intends to develop into a residential condominium (the "**Condominium**").
- C. In connection with the development of Grantee's Property, Grantor has requested that Grantee install and maintain landscaping on a portion of Grantor's Property as further described herein.
- D. The parties desire to enter into a written agreement to provide for easement rights and responsibilities in connection with the construction and maintenance of the landscaping.

AGREEMENT

NOW THEREFORE, in consideration of under One Hundred Dollars (\$100), the receipt and sufficiency is hereby acknowledged, Grantor grants to Grantee as follows:

- I. Grantor hereby grants an easement (the "**Easement**") over that portion of Grantor's Property described and depicted on **Exhibit C** (the "**Landscape Easement Area**") to Grantee, its successors and assigns in perpetuity, for the benefit of Grantee's Property (as it may be developed from time-to-time), for the sole purposes of the installation, maintenance and replacement of landscaping materially consistent with Grantee's landscaping plan prepared by Atwell dated as of ~~June 9~~ August 7, 2018 (the "**Landscaping Plan**"), attached hereto as **Exhibit D**.

2. Grantee covenants and agrees to construct, maintain and repair the landscaping within the Landscape Easement Area materially consistent with the Landscaping Plan. The construction of the landscaping pursuant to the Landscaping Plan shall be completed on or before 8-31-2020, as extended for delays reasonably outside of the control of Grantee (including adverse weather). Grantee shall not remove the existing dumpster enclosure as shown on Exhibit C and shall be responsible for proper tree trimming and maintenance to avoid loss of parking impeding Grantor's parking lot.

3. Grantee shall be solely responsible for the cost of constructing, maintaining and repairing any landscaping within the Landscaping Easement Area in a good and workmanlike manner in accordance with all applicable laws, ordinances, administrative regulations and building codes.

4. The Easement herein granted includes the right of Grantee and its agents, contractors and employees to enter the Landscape Easement Area only for the purpose of exercising their rights and obligations under this Agreement.

5. The Easement is exclusive for the benefit of Grantee and Grantor shall have no right to use the Landscape Easement Area for any reason. Without limiting the foregoing, no buildings, structures or improvements shall be erected on, over, across, in or through the Landscape Easement Area by Grantor. Grantor will not interfere with the rights to the Landscape Easement Areas granted to Grantee herein.

6. Any notice required or given under this Agreement shall be in writing and shall be sent by registered or certified U.S. Mail or by nationally recognized overnight delivery service to the party entitled to receive the same at the address as stated at the beginning of this Agreement or such alternate address as has been furnished in writing to the other party to this Agreement.

7. This Agreement shall run with the land and benefits the Grantee's Property and burdens the Grantor's Property. Upon recordation of the master deed establishing the Condominium, the Association (defined below) if after the Transitional Control Date (as defined in the Michigan Condominium Act, Act 59 of 1978) shall perform the obligations of the Grantee under this Agreement and this Agreement shall be binding on and inure to the benefit of the Association.

8. Grantee shall have the right to assign its rights and obligations under this Agreement to a condominium association established to operate and manage the Condominium (the "Association"), if any. Upon any such transfer or assignment, the assignee shall assume all rights and obligations of the Grantee under the Agreement arising from and after the date of such transfer or assignment, and assignor shall be released from obligations and liabilities hereunder arising after the date of such transfer or assignment.

9. Grantor represents that Grantor is the fee simple owner of the Grantor's Property with full authority to execute this Agreement. Grantor shall obtain consents and subordination to this Agreement from any mortgagee or other party holding an interest in the Landscape Easement Area superior to this Agreement which could result in a termination of this Agreement is such superior interest was enforced.

10. This Agreement may be terminated, modified or amended only by a written instrument recorded in the office of the Register of Deeds in Oakland County, Michigan signed by all of the owners then having an interest in the Landscape Easement Area, and any portion thereof. This Agreement shall not be binding on either party or effective unless and until Grantee acquires title to the Grantee's Property. Notwithstanding the foregoing to the contrary, this Agreement shall remain in effect after any

transfer of title to another party by Grantee, including any transfer or assignment as described in Section 9 of this Agreement.

11. The City may serve written notice upon the Grantee, or the Association if after the Transitional Control Date for the Condominium (as defined in the Michigan Condominium Act, Act 59 of 1978), setting forth the deficiencies in maintenance and/or preservation of the Landscape Easement Area. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Grantee, or the Association if after the Transitional Control Date, to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation of the Landscape Easement Area have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the Landscape Easement Area, or cause its agents or contractors to enter upon the Landscape Easement Area and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantee, or the Association if after the Transitional Control Date, and such amount shall constitute a lien on an equal pro rata basis as to all of the units in the Woodbridge Park condominium. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantee, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Grantee, and, in such event, the Grantee shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

This instrument is exempt from real estate transfer taxes pursuant to MCL §207505(a) and §207.526(a).

[signatures on following pages]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

GRANTOR

ARKIN L.L.C.,
a Michigan limited liability company

By: *Irwin J. Arkin*
[name]
Its: *managing member*

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The Foregoing instrument was acknowledged before me on 10/12/18, 2018, by Irwin J. Arkin, the managing member of Arkin L.L.C., a Michigan limited liability company, on behalf of such company.

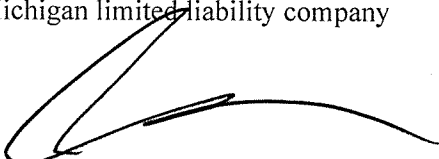
(signatures continue on following page)

FRED P RASHID
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Mar. 9, 2023
Acting in the County of Oakland

[Signature]

GRANTEE

PULTE HOMES OF MICHIGAN LLC,
a Michigan limited liability company

By: 
Joe Skore
Its: Vice President of Land
Acquisition

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on 10/12/18, 2018, by Joe Skore, Vice President of Land Acquisition of Pulte Homes of Michigan LLC, a Michigan limited liability company, on behalf of such company.

**DRAFTED BY AND WHEN
RECORDED RETURN TO:**
Nicholas P. Scavone, Jr.
Bodman PLC
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, MI 48226


FRED P RASHID
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Mar. 9, 2023
Acting in the County of Oakland


EXHIBIT A
Grantor's Property

Property located in the City of Novi, County of Oakland, State of Michigan described as follows:

PART OF THE SW 1/4 SECTION 26, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, COMMENCING AT THE SW CORNER OF SAID SECTION 26; THENCE N89°06'20"E 610.00 FEET TO THE POINT OF BEGINNING; THENCE N00°20'20"W 658.52 FEET; THENCE N89°03'24"E 140.00 FEET; THENCE S00°20'20"E 658.64 FEET; THENCE S89°06'20"W 140.00 FEET TO THE POINT OF BEGINNING.

Tax Parcel Id. No.: 22-26-300-016

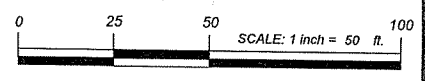
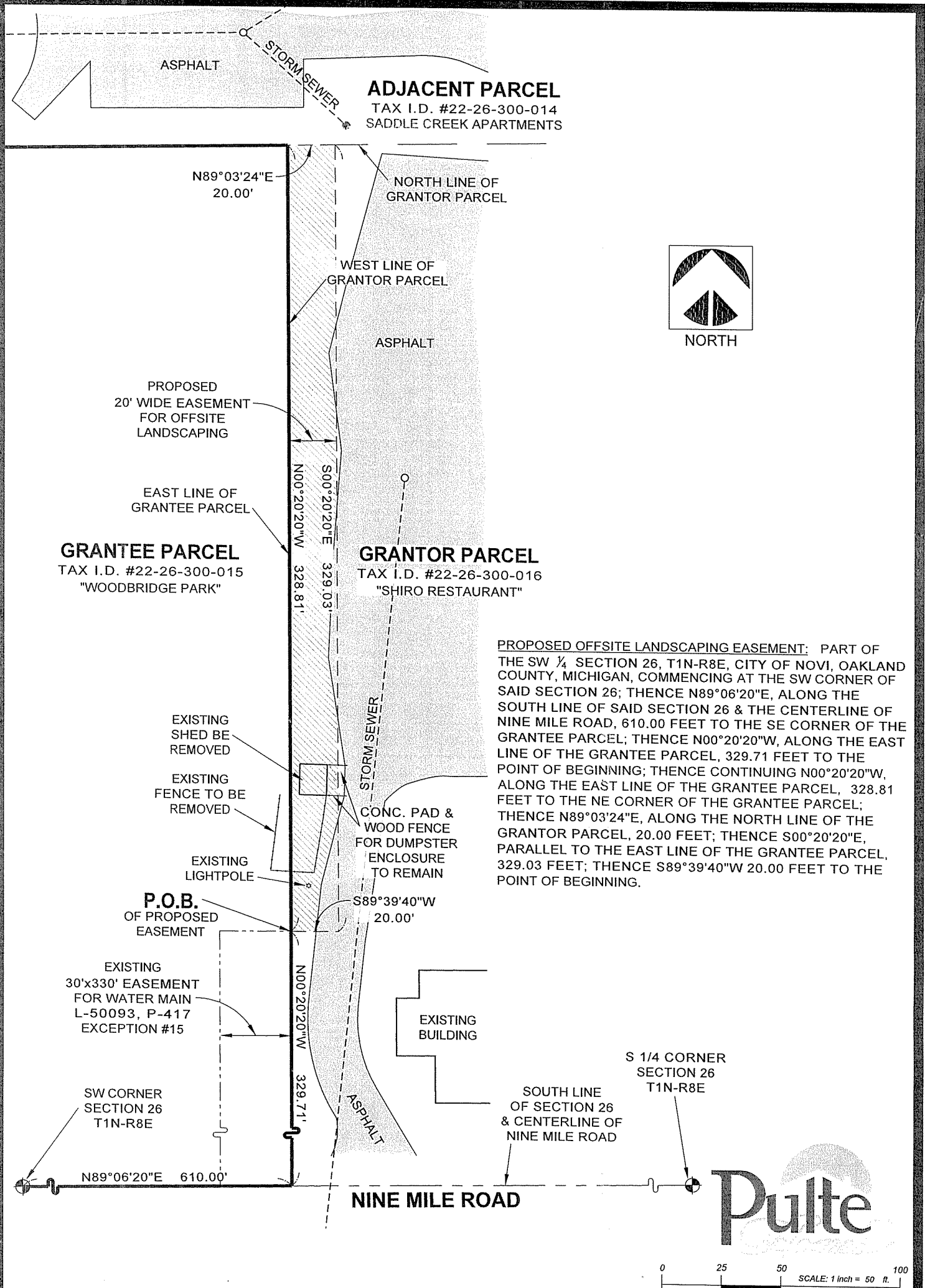
EXHIBIT B
Grantee's Property

Property located in the City of Novi, County of Oakland, State of Michigan described as follows:

PART OF THE SW ¼ SECTION 26, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN,
BEGINNING AT THE SW CORNER OF SAID SECTION 26; THENCE N00°26'09"W 658.00 FEET;
THENCE N89°03'24"E 611.12 FEET; THENCE S00°20'20"E 658.52 FEET; THENCE S89°06'20"W
610.00 FEET TO THE POINT OF BEGINNING.

Tax Parcel Id. No.: 22-26-300-015

EXHIBIT C
Landscape Easement Area
(see attached)



NOTE: DIFFIN - UMLOR & ASSOCIATES ASSUMES NO RESPONSIBILITY FOR DRIVEWAY PLACEMENT. CLIENT MUST VERIFY ALL DIMENSIONS AND DRIVEWAY PLACEMENT PRIOR TO CONSTRUCTION. APPROVAL OF THIS PLOT PLAN DOES NOT RELIEVE THE OWNER/BUILDER OF COMPLIANCE WITH ALL APPLICABLE CODES AND ORDINANCES. BEFORE BEGINNING CONSTRUCTION VERIFY AS-BUILT HOME LEAD LOCATION WITH MUNICIPALITY. NO FIELD WORK HAS BEEN DONE AT THIS TIME.

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

49287 WEST ROAD - WIXOM, MI 48393
PH: (248) 773-7656, FAX: (866) 690-4307



PROPOSED OFFSITE LANDSCAPE EASEMENT

FOR: WOODBRIDGE PARK & SHIRO RESTAURANT

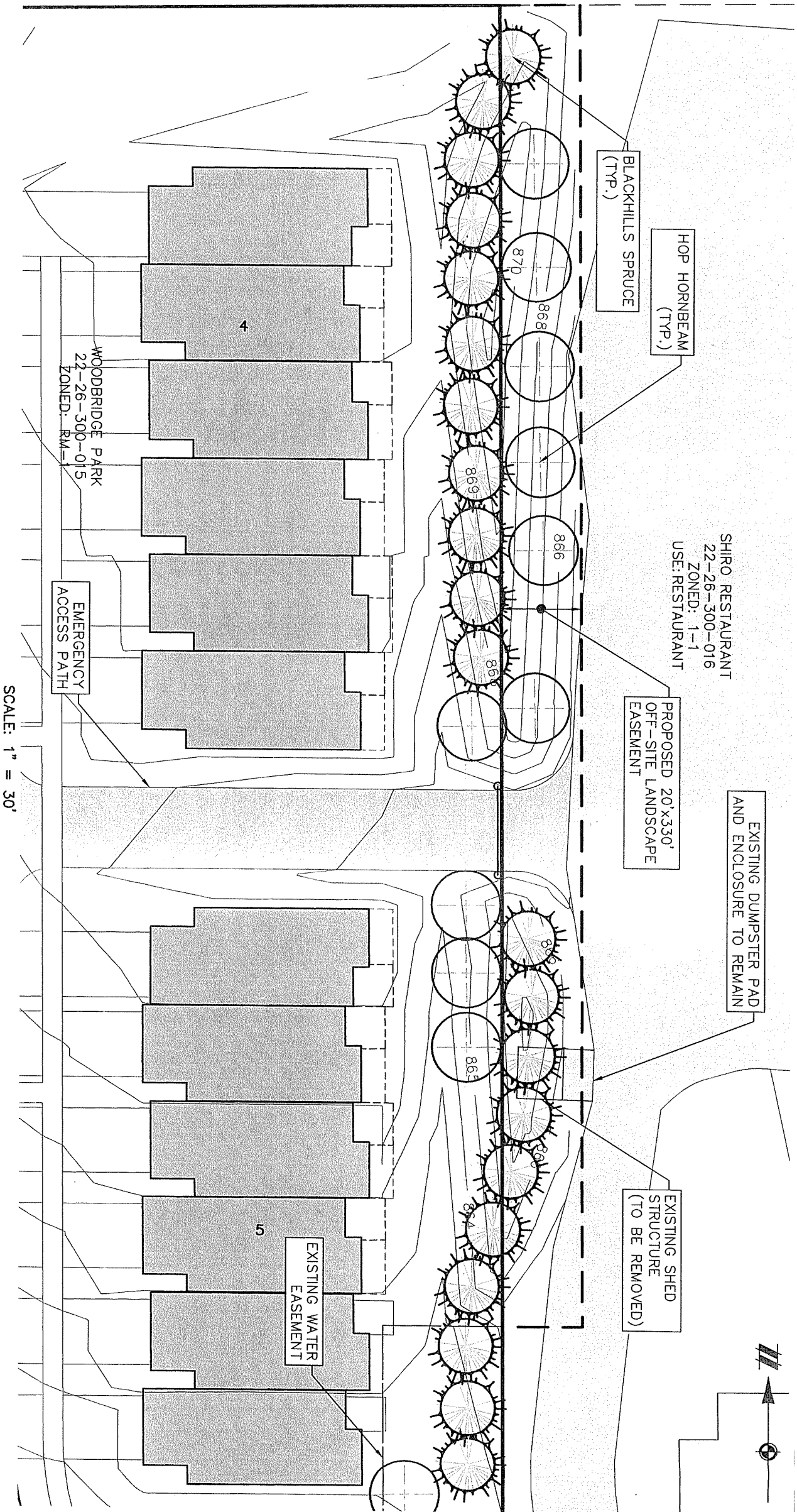
SECTION 26, TOWN 1 NORTH
RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

Date: 07-23-2018
Project No.: 171109

SPY *DS*

EXHIBIT D
Landscaping Plan
(see attached)

WOODBIDGE PARK
EAST PROPERTY LINE SCREENING LANDSCAPE PLAN



DATE: 08/09/2018
PROJECT NO.: 17001466



Handwritten initials/signature

PLANNING COMMISSION MEETING MINUTES
EXCERPT MAY 23, 2018

- f. end island at the end of the northern central parking bay with the reasoning that this area is gated from public traffic, which is hereby granted;
- g. The findings of compliance with Ordinance standards in the staff and consultant review letters and the conditions and the items listed in those letters being addressed on the Final Site Plan.

This motion is made because the plan is otherwise in compliance with Article 3, Article 4, and Article 5 of the Zoning Ordinance and all other applicable provisions of the Ordinance. *Motion carried 6-0.*

ROLL CALL VOTE TO APPROVE THE STORMWATER MANAGEMENT PLAN MADE BY MEMBER AVDOULOS AND SECONDED BY MEMBER ANTHONY.

In the matter of Mercedes Benz JSP17-78, motion to approve the Stormwater Management Plan based on and subject to the findings of compliance with Ordinance standards in the staff and consultant review letters, and the conditions and items listed in those letters being addressed on the Final Site Plan. This motion is made because the plan is otherwise in compliance with Chapter 11 of the Code of Ordinances and all other applicable provisions of the Ordinance. *Motion carried 6-0.*

3. WOODBIDGE PARK JSP 17-67

Public hearing at the request of Pulte Homes of Michigan, LLC for Preliminary Site Plan, Wetland Permit, Woodland Permit, and Storm Water Management plan approval. The subject property is currently zoned RM-1 (Low-rise Multiple Family Residential). The subject property is approximately 9.23 acres and is located at the northeast corner of Novi Road and Nine Mile Road (Section 26). The applicant is proposing a 40-unit multi-family for-sale residential development with frontage and access to Nine Mile Road.

Planner Komaragiri said the subject property is located at the north east corner of Nine Mile Rd and Novi Rd, adjacent to the existing Shiro restaurant to the east. Saddle Creek apartment development is located just north of the property. It is currently zoned RM-1, Low-Rise Multiple Family development, with the same zoning to the north. It is surrounded by I-1 Light Industrial to the east and south with single family districts R-3 and R-4 across Novi Rd to the west. The Future Land Use Map indicates similar land uses as the existing ones for the subject property and surrounding properties.

The proposed project site contains a significant amount of City-regulated woodland area spread throughout the site. The site also contains regulated wetland areas, mostly on the southwest corner of the site. In addition, Thornton Creek flows through the southwestern portion of the project site.

The applicant is proposing a 40-unit multi-family for-sale residential development with frontage and access to Nine Mile Rd. The development includes seven buildings which are 5 and 6 unit attached town home style units. Private roads are proposed to serve the development. There is an on-site detention pond proposed west of the proposed entry drive from Nine Mile Rd. The development also proposes a connection to Shiro restaurant parking to the east for secondary emergency access only.

Planner Komaragiri said the applicant for the eastern parcel (Shiro's site) at the time of site plan approval has provided a 15-foot easement on the subject parcel and intent to build a berm or a wall when a residential development is approved next to Shiro. With the current proposal, the applicant is proposing to vacate the 15-foot berm easement. The applicant is currently proposing a berm and screening along a portion of the eastern

property as shown on the screen. This would require a couple of landscape waivers, supported by staff. Vacation of the berm would require City Council approval. Due to the significant area of wetlands and woodlands that occupy a third of the property on the south, the current layout would require reduction in side and rear yard setbacks as listed in the motion sheet. Planning recommends approval subject to City Council approval of vacation of the berm and Zoning Board of Appeals approval of setback deviations.

Water and sewer is provided by connecting to the City system along the east side of Novi Rd. Stormwater would be collected by a single storm sewer collection system and detained on-site in a proposed detention basin. The applicant is proposing a sidewalk on both sides of the entrance road and is no longer seeking the deviation for lack of sidewalk. Motion sheets have been updated to reflect this item. Engineering is recommending approval.

Landscape has raised some concerns with regards to the earlier submittal for lack of screening from commercial use to the east and landscape deviations sought. The applicant has been working with our landscape architect and we are currently recommending approval subject to the deviations listed in the motion sheet. All deviations are supported by staff in general with additional information to be updated at the time of Final Site Plan.

The site contains a total of 0.1 acres of wetlands, of which the applicant is impacting about 0.05 acres with up to 450 cubic yards fill. The plans also include about 0.26 acre impact to 0.5 acres of wetland buffers.

Planner Komaragiri said the plan appears to include 479 surveyed trees. The applicant is proposing an 80 percent removal. It appears that about 50 percent of the total replacements required are proposed to be planted on site. There is slight inconsistency in woodland calculations in the current submittal which the applicant agreed to address at the time of Final Site Plan. In general, the proposed site contains trees of medium quality. Woodlands recommends approval.

A traffic study is not required based on the proposed trip generation. The proposed entrance drive location off of Novi Rd would require a waiver for not meeting the minimum required for same-side and opposite-side driveway distance. The applicant has worked closely with our traffic consultant in identifying an optimal location due to the existing natural features along that frontage. Traffic recommends approval.

All proposed facades are in full compliance with the Façade Ordinance. A Section 9 Waiver is not required for this project. Most of the elevations will be similar to the Emerson Park, which Planning Commission has approved in the past. The applicant should note that the vinyl siding is not allowed.

Planner Komaragiri said fire recommends approval with additional comments to be provided with Final Site Plan. The Planning Commission is asked tonight to hold the public hearing and approve the Preliminary Site Plan, Wetlands Permit, Woodlands Permit, and Stormwater Management Plan. The applicant, Joe Skore from Pulte Homes, is here tonight with his engineer Bill Anderson to answer any questions that you may have. They would like to make a short presentation after I'm done. Staff will be glad to answer any questions you have, as well. Thank you.

Bill Anderson with Atwell, said thank you for entertaining us tonight. We are the engineers and planners for the project. As Sri indicated, Joe Skore, the Vice President of Pulte Homes, is here as well as is the property owner, Irwin Arkin. We are here for Woodbridge

Park Preliminary Site Plan approval tonight, and we just wanted to briefly go through the plan a little bit.

That's the location as Sri indicated; we have apartments to the north, we have commercial immediately to our east, to our south, and residential to our west side there. For zoning, it's existing RM-1, which for the three-bedroom that we're doing allows a density of 5.4. Less bedrooms, the density goes up to 7 to 9. It's master planned, as well, for higher densities.

We're proposing an attached single-family townhome product for that missing middle housing product. There's a lot of single-family, there's a lot of traditional three-story apartment attached multi-family. This is a two-story townhome and our density is 4.3, so density is not really an issue with the existing zoning or your Master Plan.

As you look at this site, it's pretty complicated. It's only a little over 9 acres, there's actually 30 feet of relief on this site – from the north to the south it falls 30 feet. You can see I have some steep slopes noted across there. We do have wetland and floodplain in that southwest corner. And then we usually go out and actually qualify the trees and there's medium to good quality on that southwest side, and a little lower quality tree stand up on that northern side, is what our folks told us. And of course we did our tree survey and that's all in there. But that's the existing condition that we're working with.

Mr. Anderson said last summer we met with your staff and we have been working with it. We've done three submittals; we started concept planning with about 46 units, as you can see on that north side we had roadway constraints up there, we had long dead ends, Fire Department turnarounds, and some geometry issues. We modified secondly, we went in with a PRO actually that originally went down to 45 units and did some more detailed grading, where we ran into constraints at Novi Rd. Novi Rd drops off a lot right there, we couldn't even make the grading and the sidewalk work for ADA constraints, so it was back to the drawing board. And again, we're working with your staff and consultants and we ended up with the plan today, our third submittal package and actually going straight site plan, RM-1 straight zoning. We're at 40 units, and coming off of Novi Rd. And that's again where we're at today.

And that's our plan right there, 40 units. We have a nice, secluded enclave development. It's got a circular road, albeit that northern road is emergency access only but it can act as a pedestrian pathway. We have a nice winding scenic drive off of Novi Rd. I'm sorry, off of Nine Mile Rd. So comes in off of Nine Mile into our site, we have three little recreational nodes there. We have some benches, the mailbox cluster, with some bike racks, just a couple of spots there. The enhanced common open space, we have a lot trees existing. Significant open space on this property. To the south of all of our units is about four acres, just over four acres. So it's only a nine acre site and the south half is really, beside the detention basin which we'll augment with trees and everything, you're going to end up with about four acres down there. Again, we're enhancing quite a bit. And then of course we do have sidewalks throughout.

There's a little bit of the product, that's the front elevation of the product, a little bit more. Again, it's a two-story townhome, we have flexible floor plans, it's got a single-family residential character to it. All units have a two-car garage, façade variations with different materials on the front and we varied the roof lines to add some interest, as well. That's something Pulte has been working on as recently as six months ago.

Deviations, we decided we wanted to talk to you about that because I think last time Mr. Skore and I were here, you guys said we love your project but why are you coming here

with all these deviations? And here I am again, coming to you with all of these deviations. I want to briefly talk about that. We're developing an infill site property, it's a small parcel with very complex site conditions. And I have to have a marketable housing product with that, as well. And we think the three-bedroom product we have does that. And even with that, I have Ordinance design parameters that we can't always meet.

Mr. Anderson said our design process is that we review the existing conditions; we look at the topography, the steep slopes, the wetlands, the woodland quality, and the adjacent uses. In this case, we know what our adjacent uses are – we have a restaurant to the east, we have an existing apartment complex to the north, so we kind of know what we're up against as far as borders. Our marketing housing product, Pulte has done a lot of studies in this area. We want to sell, we're selling three-bedroom, two-car garage for-sale condominium units – so that has to be a particular size and we think it's going to be a great product for this area. It fits, again, that missing middle housing demographic.

So when we lay that out, we take that housing product that we're confident about, utilities and homes, and we do a best-fit on the site, given the existing conditions and the product we want. And we're trying to minimize grading impact to the natural features. The example would be how much retaining walls I have versus property setbacks and all that. I want to keep my retaining walls less than six feet tall, you start getting too much and on the top it's a safety concern. On the other side, if you're on the bottom, you get shadow, you don't get snow melt. So there's a constant battle. Again, I have 30 feet of relief across here. So we have to make sure our layout hits all the public safety and health features, and this thing does.

Mr. Anderson said but we do get into landscape requirements and orientation requirements that are basically the waivers we're talking about today. Again, a very challenging site and density is not the issue, it's just having to deal with some of these orientation matters. But that's really what we're here today to talk about, and there is a PRO process, this is a straight site plan. We have the waivers in front of us, we're prepared to talk about all of them. Again, we've been with your staff and we have their full support on the proposal today. We're willing to go through any questions you may have on our layout.

Chair Pehrson asked if there was anyone in the audience that wished to address the Planning Commission regarding this project.

Irwin Arkin, 43100 Nine Mile Rd, said good evening. I am representing the subject property, the adjacent property to the east, 43180 Nine Mile Rd known as Shiro Restaurant, and the adjacent property to the east of the adjacent property, at 43100 Nine Mile Rd known as the Arkin Building.

The terrain of the property has its challenges, with the Rouge River, wetland, woodland, along with the tremendous drop off. The proposed development is part of a long range plan, where as we give to the City and allow for the widening of Nine Mile and Novi Rd intersection. We went through a land split in 2016 when we added acreage to the corner site while saving the landmark Shiro Restaurant. We feel the site plan permits the Storm Water Management goals and will not negatively impact any neighbor or alter or change the land. The owners of all three parcels strongly support the total approval of the request made. Thank you.

Tina Mahlmeister, 43421 Cottisford Rd, said I live on the west side of Novi Rd there, I am the first house on the left. As far as all of this, I didn't know about any of this until we got the letter in the mail and I have spent a lot of time putting together my presentation. I'm a

little bit disappointed when I saw the plans out back in regards to the quantity of trees that are being cut down. It is a complex site condition because of, we're looking at the Rouge River. You know, Thornton Creek is part of the middle branch of the Rouge River, it's a tributary.

And along with that, we have deer, we have all kinds of wildlife, what have you, and sustaining all that is very important. Now we're going to put in a big basin and the deer constantly cross over because they're in my yard and they cross over Novi Rd to the east right in that area with the basin. So now we're affecting the wildlife in the area. I am not objecting to the fact of progress, I just feel that maybe there's a way that they can work with maybe a lesser number of homes. The plan that they have out there to replace the trees – how can you replace a tree that is huge with a little stick tree? I have seen many Pulte home developments and have seen what they have done to address the elevations and go in there and plat the property.

As far as traffic, there is major traffic in the area depending on the time of day and what have you that you are there. Depending on the day and time, there is always traffic. We're always trying to get out. That is our subdivision, this is my driveway with the cone because people are constantly turning in there because they forget that it's Nine Mile coming up and not whatever road that they're planning. More traffic, these are all date and timed. And then we're looking at, and you can see the time where this traffic – it takes 14 cars from Novi Rd and Nine Mile to hit the entrance of our subdivision, Brooklyn Farms which is Cottisford Rd. If we're adding 40 family units, you can anticipate at least 40 cars, possibly 90 cars adding to that because the main thoroughfare to the freeway is Novi Rd.

Ms. Mahlmeister said ok, we're also looking again, people waiting to get out. It is not unusual to be four and a half minutes in order to get out of our subdivision. Not only if we're looking at a traffic standpoint, we're also looking at the deterioration of the road. These were just taken, and this is all traffic is going to lead to problems with the road. And I don't know how this is going to be addressed.

We've been at that property, my husband and I, since they've expanded Novi Rd and Nine Mile intersection, and I can go on with more of this, and according to that when it was made up and this was when the expansion of Novi Rd and Nine Mile Rd to add the culverts in there to help with the, basically the flooding that came ten feet from our deck at the time, when Thornton Creek is flowing so heavy with rain. I don't understand how the City had this path here, and it's talking about how this is a pedestrian focal point, which is right here at the corner of Nine Mile and Novi Rd. This is all part of this.

They also talk about how they want to keep and have a small park. So I don't understand how we can go ahead with this when we're looking at tearing down so many trees.

Ms. Mahlmeister said and here we have all of these apartment complexes, and now we're going to add even more to that, which is going to add to the traffic, which is going to add to the problems with the ecosystem in regards to the wetlands and the woodlands and I don't know who is monitoring that but I have seen it.

What it has to do with is I know we can't stop progress, but we can choose to decrease the negative effects on our wetlands, the woodlands, and the road. I don't know if these plans are written in stone that there's going to be 40 units in there or if that can be cut back to address it, but we have very exclusive subdivisions in the area. One is Montebello subdivision, the other is Bellagio, which have beautiful homes which can do it but they don't have to cram 40 homes in a little area, a 9 acre area, as well as just keeping the

land and decreasing the traffic.

Ms. Mahlmeister said people come through here since this has been added, at the time that Nine Mile Rd and Novi Rd was expanded. It widens to allow people to, as you can see here, it widens here to allow for that and then it cuts off. And people are constantly racing here and you can't tell me that these people who are moving here are not going to use this as a major thoroughfare to get to 96. I don't know if they're going to expand Novi Rd all the way through but we've got to do something to accommodate the traffic, let alone the noise and also to help save the woodlands and the wetlands. Thank you for your time.

Chair Pehrson asked if there was any correspondence.

Member Lynch said there is correspondence but they are from Irwin Arkin, he already has spoken here tonight.

Chair Pehrson closed the public hearing and turned it over to Planning Commission for their consideration.

Member Anthony said I feel concerned, also, in preserving the natural areas and features that we have in our City. So I hear you, but I also want to share how I look at this as we're looking at a piece of property that's difficult to develop. And I see the residential home that's over to the west side of Novi Rd, so I do see that. I also see that to the north of this property is already multi-family, and that is consistent with what we have in this area.

We have an industrial commercial park that's to the east, in fact I used to work in there and over at Roethel Dr for 25 years, this is my area of town. On my motorcycle I have felt every crack in that road. But I don't think it's that this development is responsible for the fact that Novi Rd needs to be improved. Novi Rd is a major thoroughfare for us, for your community – whether we go down to Northville, to Guernsey to grab ice cream, or going north up to the highway. What I do like about this is that the multi-family to the north is consistent with what is even north of that. The multi-family is quieter, actually, than the commercial industrial park that we see to the east.

Member Anthony said the thing I like about this, really the best, is the preservation of natural features that are directly on the corner. So I even go through and I line up where the home is to the west of Novi Rd where these come in and I like that across the street from that, we've preserved natural features.

It's tough, right near my neighborhood we have an area where a business is coming in and it's hard to look at these transitions and I assess it in the same way, so that where we do have a rough border with residential we maintain preservation. Where we do have the development that it's consistent with the area that's around it, and though there are a lot of exceptions and that is partly the difficulty of that corner, it's only exiting on Nine Mile Rd not Novi Rd, which will somewhat help on traffic. If the site is going to be developed, this is consistent with that area. And so for myself, I hear your concern and I feel those but this is the type of development that I would support.

Member Lynch said can we go back, I'd like to talk about the bullet point slide because I thought that was pretty good and it basically summarizes all of my questions about the deviations. RM-1, if they were to max out, would allow how many units?

Planner Komaragiri said I think 40 is the maxed out number of units for that site.

Member Lynch said I thought it was more for the 9 acre. I thought the RM-1 allows somewhere in the neighborhood of 50-something. Not the proposal, if it were RM-1 zoning, which it is zoned.

Mr. Anderson said based on bedroom, it goes from 5.4 to 10.9, so about 11 units per acre.

Member Lynch said so the zoning right now allows something in the neighborhood of 70 to 80 units. So it allows 70 to 80 units in the zoning that we're in right now. With the proposal, we're cutting that basically in half with 40 units. I looked at all the deviations and quite honestly when I see all of those deviations, my first thought is you've got to be kidding me and that's why I want to understand this better because I do think that this is a good project.

Now, basically to get it down to 40 and to preserve all that wetland and all that stuff in the one entry, we're just giving up the 45 degrees orientation and some setbacks, that doesn't bother me too much. So that's basically what we're looking at here, in order to decrease what could potentially be there which is 70-80 homes to 40, we're looking at varying some of the setbacks. I think that would be a reasonable trade-off, especially listening to the last homeowner concerns. But I was wondering, the taper lanes, why is that there?

Mr. Anderson said that's a classic one. The taper length is the difference between the back of curb to your sidewalk and you have an ordinance that states that it needs to be ten feet. In our multi-family cross-sections, our back of curb to our sidewalk is 7.5, so I can only have a 7.5 foot taper. By ordinance, it has to be identified and I have to get a variance to allow for 7.5 foot driveway taper for all of these units.

Member Lynch said ok so basically you're saying you can't do it?

Mr. Anderson said I can't.

Member Lynch said it sounds like Rick and you have made some sort of progress on the landscaping and the trees and things like that.

Landscape Architect Meader said yes.

Member Lynch said so it's really not an issue anymore?

Mr. Anderson said the street trees thing is always interesting because the utilities want to be up between the sidewalk and the curb, and Rick and normal practice design want your street trees there. So if I have to be angling utilities, sometimes I have to move that street tree back so inevitably I end up with some type of variance because of the utility conflict and where we want to put our trees. And we worked back and forth with Rick and his team to say that this works for us, and it works for your DPW folks for their water and sewer and where these trees are going to be in 20 years. So it's a constant balance.

Member Lynch said I'm glad you did this because it gets everything out in the open so that the public can look at it to see why there are all these deviations. And my understanding from the presentation is that the south side of the site has the higher quality trees and you're preserving the wetland, the northern side of the site that you're developing has lower quality trees and kind of scrub-type trees.

Mr. Anderson said generally, yes. The other part is the berm, you guys require a berm everywhere and at times it won't make sense to put a berm. The lower half, like I said, we

have four acres where it's kind of open and it doesn't make sense to put a berm. So we use logic when we're doing case by case analysis. By ordinance, it might need a variance to not put a berm down there, but I think we would all agree that we probably don't want a berm down there.

Member Lynch said ok this is what I wanted to get at. Because quite honestly, when I saw these variations initially when we first got the packet I went out to the site to try to understand it myself. So, really, the landscaping is not an issue, there's a reasonable reason for some of the engineering deviations so what we're being asked for, in a nutshell, is to deviate from some of the setback orientation requirements and the trade-off is that this site could be 70 or 80 units and we know that traffic, density is always an issue here in Novi.

So I'm going to make that concession for this particular project that going from the 70 or 80 down to the 40 and conceding some of the ordinance requirements – the 45 degree, some of the setbacks – based on the topography of the land. I think that makes sense and I think if we're explaining the rest of the reasons for the deviations it makes sense. Also, there is one other thing that I found odd. I've never seen this in a packet before where it specifically says "no vinyl siding." What was the reason – was there a proposal to use vinyl siding?

Planner Komaragiri said there was a proposal so we just wanted to make sure that it's clarified at the next submittal.

Member Lynch said so we know we're not using vinyl siding?

Mr. Anderson said yes.

Member Lynch said I guess those are all of my questions, I'm certainly in support of this. I think you did a good job based on the topography and the constraints that you had. I think in general this project will reduce potential traffic and will improve that particular location. I am concerned about roads and things but you're not putting an entrance out on Novi Rd, so I do like the fact that you're coming out on Nine Mile Rd. And based on the traffic in the area, I just can't see 80 units. The alternative is 80 units and I don't agree with that. So I guess I am in support of this.

Mr. Anderson said I wish I could tell you that we got here quickly but we've been working at it for almost a year.

Member Lynch said I do appreciate your patience with staff and I appreciate the thorough analysis the staff has done. I think this is a good project.

City Planner McBeth said we just want to clarify one or two things about the density questions. So as you recall in the multiple-family districts, the density is partly based on the number of rooms in the units. And as the applicant has indicated, these will all be three-bedroom units. So really they're just about at that density that they would be allowed based on the size and the number of rooms in the units. If they had proposed one- and two-bedroom units, they might be able to get a few more but not close to the 80 that we're talking about.

Member Lynch said ok, so this is at the three-bedroom unit. But in RM-1, you can put the one- and two-bedroom unit?

City Planner McBeth said you can put one-bedroom with a maximum of 20% of the units

being one-bedroom. Two-bedroom, you can have some of those as well with the three-bedroom, so the combination of all of those together doesn't seem likely that they'd get the number that you were talking about.

Member Avdoulos asked has this been presented before to the Planning Commission?

Planner Komaragiri said this is the first time it has come before Planning Commission.

Member Avdoulos said ok, so one I'm in agreement that when I see a lot of waivers I have a little bit of angst. The biggest one and I know this is a Zoning Board of Appeals item that they have to take a look at, but going from 75 feet to 27 and 75 feet to 37. So you're basically required to have 150 feet of side setback and we're providing 64. So that to me is, I know it's pushing the boundaries, but I'm not comfortable with that. I know it's a ZBA issue though.

The other thing is, we didn't have elevations to look at. And I didn't see anything in our packet, I didn't see anything referenced yet we have a façade ordinance review and that's where the question came up about vinyl siding. But in our packet, there are no exterior elevations and I don't feel comfortable approving a Preliminary Site Plan with a façade ordinance review without a façade or anything in the packet to identify what these are going to look like, because I did not know whether they were two-story, three-story. I drove by the site and I looked at the existing apartments to the north, but I couldn't picture what we were getting.

Joe Skore with Pulte Homes said yes, and these elevations don't really do it justice because these are essentially aged and ancient elevations. The elevations that we're proposing are identical to the Emerson Park elevations that were reviewed and approved and that we worked closely with staff on. But it is our fault that they weren't included.

Member Avdoulos said I'd like for them to be included. We have two new Planning Commissioners that may have not been privy to that.

Mr. Skore said that's true, that's fair.

Member Avdoulos said and it does get confusing trying to approve an entire package without all the information in there. So I'd like to see that as part of that submittal. Those are my thoughts.

Member Maday said so I'm going to trust that because I have not seen those facades that you have all seen them.

Member Avdoulos said and I don't recall them.

Member Lynch said we saw Emerson Park, but they weren't included anywhere in this.

Member Maday said but you saw Emerson Park?

Member Lynch said yes.

Member Maday said because I don't think I ever saw those. I guess I'd have to second what everyone else has said that the deviations, my head was spinning because I'm new to this. So I'm glad, technically, you explained everything because there's a lot going on. Just based on the location of the property and the type of development being proposed, there's going to be some controversy. But I look at it, I mean you're a reputable

company. I'm assuming that since you've been working with the City for so long that you'll continue to do what's right for the City and continue with that relationship to make the development as best as possible.

Mr. Anderson said that's absolutely true. And again, the perimeter setbacks that are there in this infill condition, we know what we have to the side of us and we're actually creating a 20-foot berm for landscape. We know what's to the north of us and we're comfortable and we have a retaining wall and landscaping, as well.

So we're very comfortable with this setting and again, we're excited about this product. It's a three-bedroom, two-car garage, attached product for sale. And there's not a lot of it, and we're very excited about it for Novi. But it's a little bigger and probably doesn't fit in your traditional RM space.

Member Lynch said before I make a motion, Member Avdoulos brought up a valid concern. I remember Emerson Park but we do have two new Planning Commission members who didn't have a chance to evaluate that. I could go ahead and make the motion and we could vote against because we haven't seen the architectural drawings.

City Attorney Schultz said so there's a public hearing, but it relates to the woodlands and wetlands issue. The use is permitted by right, the indication in Mr. Necci's letter is that they are going to conform with the ordinance. So while the Commission could table it to see just for your information what that façade would look like, the fact that they're going to comply and that there won't be any deviations means you're not being asked for a façade waiver. So we will make sure it does comply because they're not asking for that deviation.

Member Lynch said ok, but in the future we are going to receive those elevations.

City Attorney Schultz said yes, and it should've been provided.

Member Lynch said with that, I'd like to make a motion.

Motion made by Member Lynch and seconded by Member Anthony.

ROLL CALL VOTE TO APPROVE PRELIMINARY SITE PLAN MADE BY MEMBER LYNCH AND SECONDED BY MEMBER ANTHONY.

In the matter of Woodbridge Park JSP 17-67, motion to approve the Preliminary Site Plan based on and subject to the following:

- a. Landscape waiver from Sec. 5.5.5.A for not meeting the minimum requirements for length for the proposed berm along the eastern boundary to avoid conflicts with the existing fire access drive and also because the adjacent use is currently a legal non-conforming commercial use (sit-down restaurant) and not industrial. The proposed landscaping will provide significant visual screening from the existing building, which is hereby granted;
- b. Landscape waiver from Sec. 5.5.5.A for not meeting the minimum requirements for height (6ft. to 8 ft. required due to the existing commercial use), which is hereby granted. The provided berm is approximately 3 feet above the residential building's Finished Floor Elevation and 6 feet above the neighboring property's elevation;
- c. The applicant shall revise the landscape plans indicating the proposed berm, landscape screening and easements as shown in the exhibit shared via e-mail dated May 14, 2018;

- d. Landscape waiver from Sec. 5.5.3.B.ii and iii for lack of berms along sections of Novi Road and Nine Mile Road in order to preserve the existing vegetation and topography, which is hereby granted;
- e. Landscape waiver from Sec. 5.5.3.B.ii and iii for lack of greenbelt trees (deciduous canopy/large evergreen trees and sub canopy trees) along sections of Novi Road and Nine Mile Road in order to preserve the existing vegetation and topography, which is hereby granted;
- f. Landscape waiver from Sec. 5.5.3.F.ii.b.(1) to allow additional sub-canopy trees in lieu of deciduous canopy or large evergreen trees provided the applicant limits the percentage of proposed sub-canopy trees within 25 percent of total required canopy trees, as it will provide additional visual and species diversity to the site, which is hereby granted;
- g. Landscape waiver from Sec. 5.5.3.F.ii.b.(2) to allow placement of street trees between the sidewalk and the building as opposed to between the sidewalk and curb in areas where there are conflicts with proposed utility layout, which is hereby granted;
- h. Planning Commission waivers (staff supported) for variance from Design and Construction Standards Section 11-216(d) for 141 feet provided between same-side commercial driveways where 150 feet is required, which is hereby granted;
- i. Planning Commission waivers (staff supported) for variance from Design and Construction Standards Section 11-216(d) for 188 feet provided between opposite side commercial driveways where 200 feet is required, which is hereby granted;
- j. City Council approval of vacation of existing landscape berm easement on the property; In the event the adjacent property is redeveloped as an industrial use, the owner or developer of the adjacent property shall provide the required berm along the property line;
- k. City Council variance from Subdivision Ordinance, Appendix C, Section 4.04 for lack of secondary connection at interval exceeding one thousand three hundred (1,300) feet;
- l. City Council variance for reduction of minimum required Taper depth. (7.5 feet provided, a minimum of 10 feet is required);
- m. A Zoning Board of Appeals variance from Section 3.1.7.D to allow reduction of side setback (75 ft. required, 27 ft. provided);
- n. A Zoning Board of Appeals variance from Section 3.1.7.D to allow reduction of exterior side setback (75 ft. required, 37 ft. provided);
- o. A Zoning Board of Appeals variance from Section 3.1.7.D to allow reduction of rear setback (75 ft. required, 40 ft. provided);
- p. A Zoning Board of Appeals variance from Section 3.8.2.D for not meeting minimum building orientation requirements (45 degrees required, 0 degrees provided);
- q. The findings of compliance with Ordinance standards in the staff and consultant review letters and the conditions and the items listed in those letters being addressed on the Final Site Plan.

This motion is made because the plan is otherwise in compliance with Article 3, Article 4, and Article 5 of the Zoning Ordinance and all other applicable provisions of the Ordinance. *Motion carried 5-0 (Avdoulos).*

Member Avdoulos said so when we have applicants submit, and this is just for my knowledge – I know what the answer is – if we have a site plan submitted for Preliminary Site Plan approval, we have requirements: site plans, floor plans, etc. Exterior elevations, they're not part of this. So that's the problem I'm having. Because yeah, it's going to look like whatever, but now what we're saying is that it's basically cookie-cutter. What is specific to this site? And I'm not seeing what is specific to this site. So I personally have an issue with that, and that's my comment.

Planner Komaragiri said I'm just wondering, can we provide the elevations as an FYI after the meeting in this specific case? In the future, we'll make sure they're included.

Member Avdoulos said yes, specific to what is going on this site. I've never gone through and approved a site plan without seeing what the building is going to look like. I mean, we always comment on the building, look at the building heights, we look at everything. I trust our façade ordinance reviewer, but it's not part of the package.

Planner Komaragiri said we will definitely note that for future submittals, we'll make sure it doesn't happen again. But in this case, we can provide you with color renderings and elevations for all units after the meeting.

ROLL CALL VOTE TO APPROVE THE WETLAND PERMIT MADE BY MEMBER LYNCH AND SECONDED BY MEMBER ANTHONY.

In the matter of Woodbridge Park JSP 17-67, motion to approve the Wetland Permit based on and subject to the findings of compliance with Ordinance standards in the staff and consultant review letters, and the conditions and items listed in those letters being addressed on the Final Site Plan. This motion is made because the plan is otherwise in compliance with Chapter 12, Article V of the Code of Ordinances and all other applicable provisions of the Ordinance. *Motion carried 5-0 (Avdoulos).*

ROLL CALL NOTE TO APPROVE THE WOODLAND PERMIT MADE BY MEMBER LYNCH AND SECONDED BY MEMBER ANTHONY.

In the matter of Woodbridge Park JSP 17-67, motion to approve the Woodland Permit based on and subject to the findings of compliance with Ordinance standards in the staff and consultant review letters, and the conditions and items listed in those letters being addressed on the Final Site Plan. This motion is made because the plan is otherwise in compliance with Chapter 37 of the Code of Ordinances and all other applicable provisions of the Ordinance. *Motion carried 5-0 (Avdoulos).*

ROLL CALL VOTE TO APPROVE THE STORMWATER MANAGEMENT PLAN MADE BY MEMBER LYNCH AND SECONDED BY MEMBER ANTHONY.



In the matter of Woodbridge Park JSP 17-67, motion to approve the Stormwater Management Plan based on and subject to the findings of compliance with Ordinance standards in the staff and consultant review letters, and the conditions and items listed in those letters being addressed on the Final Site Plan. This motion is made because the plan is otherwise in compliance with Chapter 11 of the Code of Ordinances and all other applicable provisions of the Ordinance. *Motion carried 5-0 (Avdoulos).*

MATTERS FOR CONSIDERATION

1. MAIN STREET VILLAGE CLUBHOUSE ADDITION JSP 17-03

Consideration at the request of Singh Main Street Village I, LLC, for approval of Preliminary Site Plan and Stormwater Management Plan. The subject property is located in Section 23 south of Grand River Avenue on Main Street and is zoned TC-1, Town Center-1. The applicant is proposing an addition of 994 square feet to the existing clubhouse on site to allow for a new gym. A new dog park is also proposed. Pool renovations include addition of gazebo structures and cabana area within the rear compound of the clubhouse.

CITY COUNCIL MEETING MINUTES
EXCERPT APRIL 18, 2016

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3. Consideration of variance from requirements of City's Subdivision of Land Ordinance depth-to-width ratio requirements in order to allow lot split/combination submitted by Arkin, L.L.C. for property located at the northeast corner of Nine Mile Road and Novi Road, Parcel No. 22-26-300-009.
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Irwin Arkin, 43100 9 Mile, said he was requesting a lot split of parcel 22-26-300-009. He spoke about the description of the lots. He explained the 4.12 gross acre site was originally given split zoning in early 1980's with a 2.12 acre zoned industrial to accommodate the restaurant use, leaving the other two acres zoned multiple. He said their objective was to add the 2 gross acres to the adjoining parcel to the west where the northeast corner parcel of 7.22 gross acres are already zoned multiple, parcel 22-26-300-003. Their width to depth ratio for the 140 front feet of Shiro Restaurant is at worst 4.70 to 1 and could go as low as 4.28 to 1 depending on the 9 Mile Road right-of-way determination. They believe that neither of the ratios will result in a substantial detriment to the public good. Parcel 300-019 is currently split by two different zoning districts, R-1 on the west and I-1 on the east. Width of the proposed remaining parcel at 140 feet is based on their interpretation where the zoning limit changes, as well as, a natural fit for all the existing improvements serving the existing Shiro Restaurant. They believe that defining the actual limit of the zoning change will not only benefit them but also the City. Widening the 140 feet, to comply with the 4 to 1 width to length requirement, will create an undue hardship for future development of the RM-1 because of topographic existing conditions of the extreme drop off of 9 Mile Road frontage immediately west of the 2.12 acres which would not allow for road access from 9 Mile Road frontage into the RM-1 land creating a practical difficulty. In conclusion, he said they believe that their proposed division does not present any detriment and will relieve a practical difficulty. Therefore, they were requesting that City Council grant them a variance on the width to depth ratio and accept their proposed land division.

Member Mutch noted Mr. Arkin has been in Novi for many years and asked how long he had owned the property. Mr. Arkin said since about 1972 or 1973. Member Mutch confirmed the property was rezoned in August, 1980 and he owns the properties on both sides of the property to be split. Member Mutch said as a general rule the 4 to 1 ratio makes sense because it avoids the situation of creating a property that in the future can't be built on. He thought the situation Mr. Arkin presented was different than most of the requests they would see. He thought a previous Council approved the split with two different uses. He believed the RM-1 parcel has been zoned since then also. He said it was unique that the property owner owns the properties on both sides of the property that is being proposed to be split. He felt it would be in Mr. Arkin's best interest to have the properties split and combined in a way that would make the most sense for the property owner. He felt he should support the request since Mr. Arkin's objective may be to develop the property to the west. Member Mutch felt his intent was an attempt to provide the opportunity for the Shiro use to continue on the property. He thought that making it less developable, it would make it more likely that the use will stay long term. It is a unique use in the City and he hoped it would be there in the long term. He will support the request because of the totality of the factors involved.

Member Markham said, in the Assessor's letter, he made the point that the City may not have jurisdiction to grant the relief. Mr. Schultz said they talked extensively on the issue and their position is that there is a local ordinance that adopts the 4 to 1 standard and

it contains the variance relief authority. The Council can approve the request but the Assessor could not.

CM 16-04-048 Moved by Burke, seconded by Mutch; UNANIMOUSLY CARRIED:

To approve a variance from requirements of City's Subdivision of Land Ordinance depth-to-width ratio requirements in order to allow lot split/combination submitted by Arkin, L.L.C. for property located at the northeast corner of Nine Mile Road and Novi Road, Parcel No. 22-26-300-009 based on the existing split zoning and therefore, would not be a detriment to the City.

Roll call vote on CM 16-04-048

**Yeas: Mutch, Wrobel, Gatt, Staudt, Burke,
Casey, Markham**

Nays: None