



PUBLIC HEARING ON ADOPTION OF THE AMENDMENT TO THE 2016 MASTER PLAN FOR LAND USE

PUBLIC HEARING ON ADOPTION OF THE AMENDMENT TO THE MASTER PLAN'S FUTURE LAND USE MAP RELATING TO CITY PARKLAND

Public hearing for Planning Commission's adoption of the Amendment to the 2016 Master Plan for Land Use, including the changes to the Future Land Use Map and Residential Density Map, in order to fulfill the requirements of the Michigan Planning Enabling Act and reclassify land as part of the land swap between the City and Novi Community School District.

Required Action

Approve/Deny the proposed Amendment to the 2016 Master Plan for Land Use as detailed in the Suggested Resolution and in the motions below.

Motion sheet

Approval – Suggested Resolution

In the matter of an Amendment to the 2016 Master Plan for Land Use, motion to **approve** the Amendment to the 2016 Master Plan for Land Use as detailed in the Suggested Resolution (as attached).

This motion is made for the reasons stated in the Planning Report, as well as the following:

1. The Home Rule Cities Act states that a City may not sell land that is a park except where the park is not required under an officially Master Plan of the City (MCL117.5(e)). Since the City land that is being exchanged is designated as "Public Park" on the Future Land Use Map, adopting the amendment is appropriate to ensure that the Home Rule City Act is complied with (even though the City land is not technically not being "sold").
2. The identified properties designated as "Public Park" on the City's Future Land Use Map are not used in a significant way as parkland available to the City's residents but are instead being leased for use by the Novi Community School District and are no longer deemed necessary as "Public Parks."
3. If the Amendment is adopted, the land that will be reclassified as "Public Park" on the Future Land Use Map encompasses approximately 75.61 acres, which is 6.11 acres more than the area that is proposed to be removed from the map.
4. The land swap was designed to satisfy both the Novi Community School District and the City of Novi in meeting the overall needs of those entities and the community members they serve.
5. All land designated for residential purposes generally has a maximum density provided on the Residential Density Map in the event that the property may someday be developed for residential purposes.

Deny Suggested Resolution

In the matter of an Amendment to the Master Plan for Land Use, motion to **deny** the proposed Amendment to the Master Plan.

This motion is made for the following reasons: ...

**RESOLUTION TO ADOPT THE AMENDMENT TO THE 2016 MASTER PLAN, INCLUDING THE
CHANGES TO THE FUTURE LAND USE MAP AND RESIDENTIAL DENSITY MAP**

SUGGESTED RESOLUTION

**PLANNING COMMISSION RESOLUTION ADOPTING THE AMENDMENT TO THE 2016
MASTER PLAN FOR LAND USE**

At a regular meeting of the Planning Commission of the City of Novi, Oakland County, Michigan, held on the _____ day of _____, 2023

PRESENT:

ABSENT:

The following resolution was offered by _____ and seconded by _____:

WHEREAS the City of Novi ("City") and Novi Community School District ("District") have prepared a draft Property Exchange Agreement ("Agreement") under which the City will convey to the District a portion of Ella Mae Power Park and a portion of Wildlife Woods Park, and the District will convey to the City land directly south of Fuerst Park and all the Bosco Fields property; and

WHEREAS on April 3, 2023, City Council approved a revised draft of the Agreement subject to the approval of final form by the City Manager and City Attorney's Office; and

WHEREAS the approval of final form includes ensuring that the exchange complies with MCL 117.5(e)(the Home Rule Cities Act), which states that land designated as park in an official Master Plan may not be sold; and

WHEREAS the portions of land agreed to be conveyed to the District are currently designated as Public Park on the 2016 Future Land Use Map; and

WHEREAS the Bosco Fields property to be conveyed to the City is currently designated as Educational Facility on the 2016 Future Land Use Map; and

WHEREAS an amendment to the Master Plan, to comply with MCL125.3845 (Michigan Planning and Enabling Act), must follow the procedures set forth in Sections 39, 41, and 43 of the Michigan Planning and Enabling Act; and

WHEREAS Section 39 requires sending notices of the amendment to the same entities required for an entire master plan update and requesting comments and cooperation; and

WHEREAS Section 41 requires submitting the proposed amendment to the legislative body for approval of distribution to the same entities as required by section 39; and

WHEREAS Section 43 requires a public hearing at the Planning Commission 42 days after the legislative body approves the distribution of the amendment, at which point the Planning Commission can adopt the proposed amendments or adopt them subject to modifications; and

WHEREAS on February 8, 2023, the Planning Commission approved a resolution to open the Master Plan Review Process and recommended the draft amendment for approval by City Council for distribution; and

WHEREAS on February 27, 2023, the City Council adopted a resolution authorizing the distribution of the proposed Master Plan amendment and did not assert its right to approve or reject the amendment after the required review period and public hearing; and

WHEREAS on March 6, 2023, the Planning Commission notified and distributed the draft amendment to each municipality located within or contiguous to the City, the County Commission, each public utility company and railroad company owning or operating a public utility or railroad within the City, the Road Commission for Oakland County, the Michigan Department of Transportation, and every governmental entity that had registered its name and mailing address with the City for purposes of notification of its intent to discuss the Master Plan for Land Use; and

WHEREAS on April 12, 2023, the Oakland County Coordinating Zoning Committee voted to endorse the proposed Master Plan amendment, finding that the proposed amendment was not inconsistent with the Plan of any surrounding communities; and

WHEREAS proper public notice was advertised for a public hearing to be held on April 19, 2023, 51 days after the approved distribution of the amendment by City Council; and

WHEREAS, the Planning Commission has determined that the proposed amendment to the 2016 Master Plan, with the accompanying changes to the Future Land Use Map and Residential Density Map, accurately reflects the Planning Commission's determinations for the uses of the areas of the City affected by the proposed document.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission hereby adopts the amendment to the 2016 Master Plan for Land Use.

BE IT FURTHER RESOLVED that the Secretary of the Planning Commission shall submit a copy of the amendment to each municipality located within or contiguous to the City, the County Commission, each public utility company and railroad company owning or operating a public utility or railroad within the City, the Road Commission for Oakland County, the Michigan Department of Transportation, and every governmental entity that had registered its name and mailing address with the City for purposes of notification.

RESOLUTION DECLARED ADOPTED

YEAS:
NAYS:
ABSENT:
ABSTENTIONS:

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and complete copy of the resolution adopted by the Planning Commission of the City of Novi, Oakland County, Michigan, at a meeting of the City of Novi Planning Commission held on the _____day of _____, 2023, the original of which is on file in my office.

I further certify that the notice of the meeting was given pursuant to, and in full compliance with, Act No. 267 of the Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this _____day of _____, 2023.

Cortney Hanson, City Clerk

CHAIRPERSON'S CERTIFICATION

I hereby certify that the foregoing resolution accurately reflects the action taken by the Planning Commission on the _____ day of _____, 2023.

Mark Pehrson, Chairperson

COVER MEMO

MEMORANDUM



TO: MEMBERS OF THE PLANNING COMMISSION
FROM: JAMES HILL, PLANNER
THROUGH: BARBARA MCBETH, AICP, CITY PLANNER
SUBJECT: MASTER PLAN AMENDMENT
DATE: APRIL 19, 2023

This cover memo provides actions taken thus far with regards to the amendment to the 2016 Master Plan. Further details of the amendment itself, the areas affected, and the land swap that the amendment is for can be found within the packet.

On February 8, 2023, the Planning Commission held a public hearing to consider opening up the Master Plan review process for an amendment to the 2016 Master Plan for Land Use. As presented at the February 8 meeting, the amendment would change the classification of certain properties on the Future Land Use map in addition to a change to the Residential Density Map to provide a density to an area that previously was not given one.

At that same meeting, the Planning Commission approved a resolution opening the Master Plan review process and recommending approval to City Council for distributing the amendment to the required entities as provided for in the Michigan Planning Enabling Act.

On February 27, 2023, the City Council approved a resolution authorizing the distribution of the amendment to the required entities and chose not to assert its right to approve or reject the amendment after the required review period of 42 days and following public hearing. On March 6, 2023, staff notified and distributed the draft amendment to the required entities.

On April 12, staff met with the Oakland County Coordinating Zoning Committee, and the Committee voted to endorse the proposed Master Plan amendment, finding that the proposed amendment was not inconsistent with the Plan of any surrounding communities.

The public hearing on April 19, 2023, is set to consider the adoption of the amendment to the 2016 Master Plan for Land Use. The Planning Commission is asked to approve the suggested Resolution adopting the proposed amendment to the 2016 Master Plan for Land Use, including the changes to the Future Land Use Map and Residential Density Map.

ORIGINAL PROPERTY EXCHANGE MEMO FROM PLANNING DEPARTMENT

MEMORANDUM

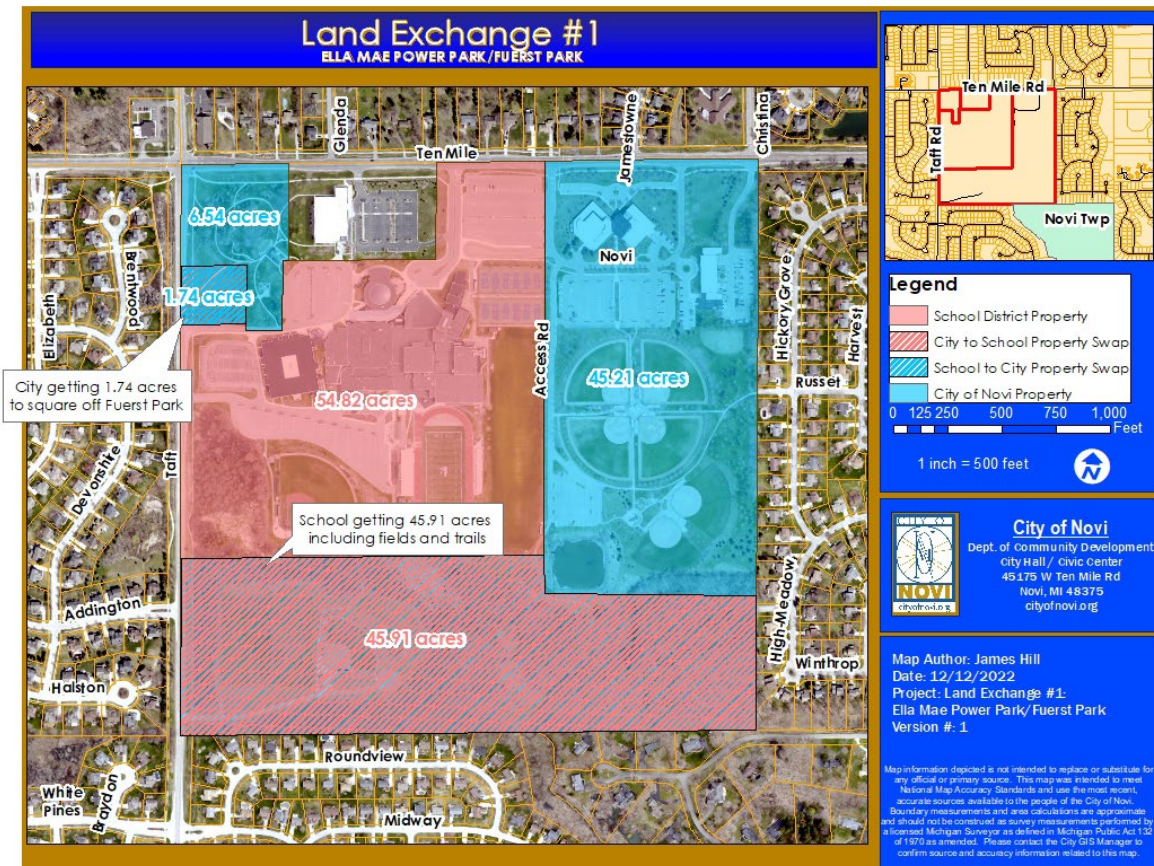


TO: MEMBERS OF THE PLANNING COMMISSION
FROM: JAMES HILL, PLANNER
THROUGH: BARBARA MCBETH, AICP, CITY PLANNER
SUBJECT: LAND USE EXCHANGE
DATE: JANUARY 11, 2023

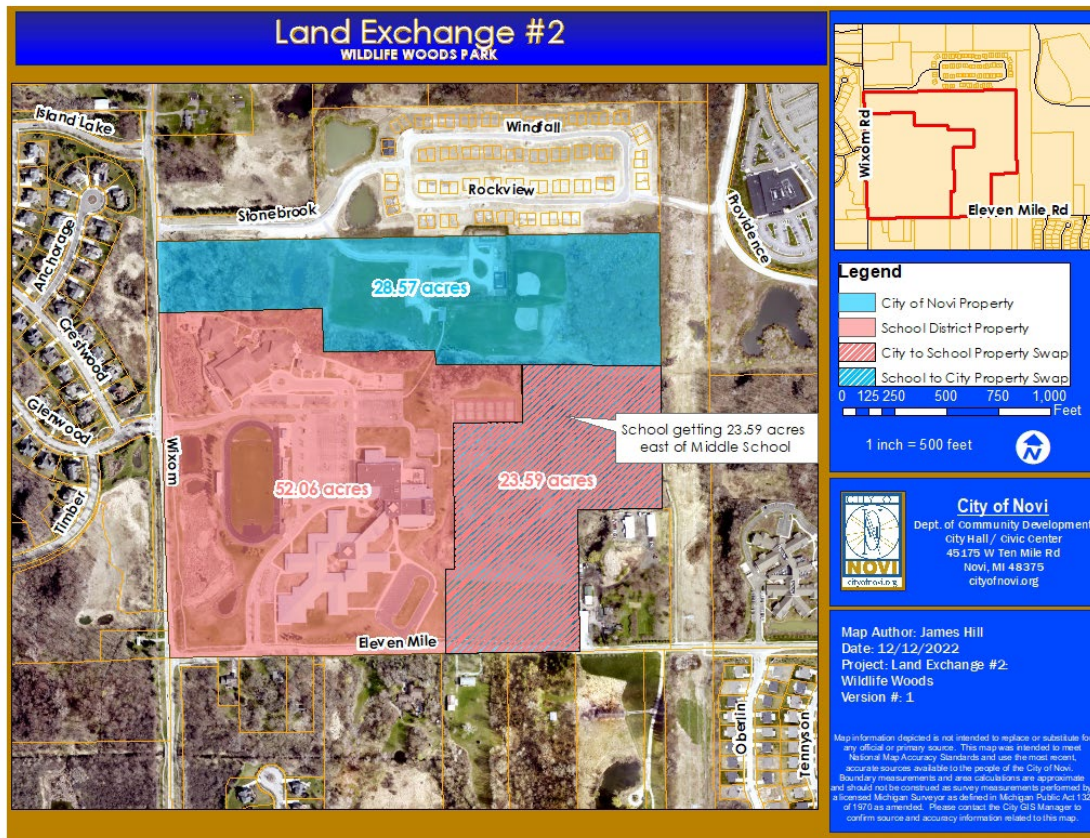
The City of Novi and the Novi Community School District have long been working towards an exchange of certain properties that would mutually benefit both entities in addition to the fact that these properties, while owned by one or the other entity, are being primarily used by the other entity.

The City properties involved (being transferred to the School District) are a portion of the City's Wildlife Woods Park adjacent Novi Middle School located near the northeast corner of Eleven Mile and Wixom Roads (about 23 acres) and an area at south end of the Civic Center/Ella Mae Power Park located south of Ten Mile Road and east of Taft Road, and is currently used for School athletic field purposes and open space consisting of woodlands and wetlands (about 46 acres).

Below is a map of the exchange at the Civic Center and Novi High School campuses.



Below is a map of the exchange at Wildlife Woods Park and Novi Middle School.



The School properties involved (being transferred to the City) are a small piece of land near Fuerst Park (roughly 1.77 acres) and Bosco Fields, at 11 Mile and Beck Roads (about 70 acres). A map of the exchange at Bosco Fields can be seen on the following page.

ROLE OF THE PLANNING COMMISSION

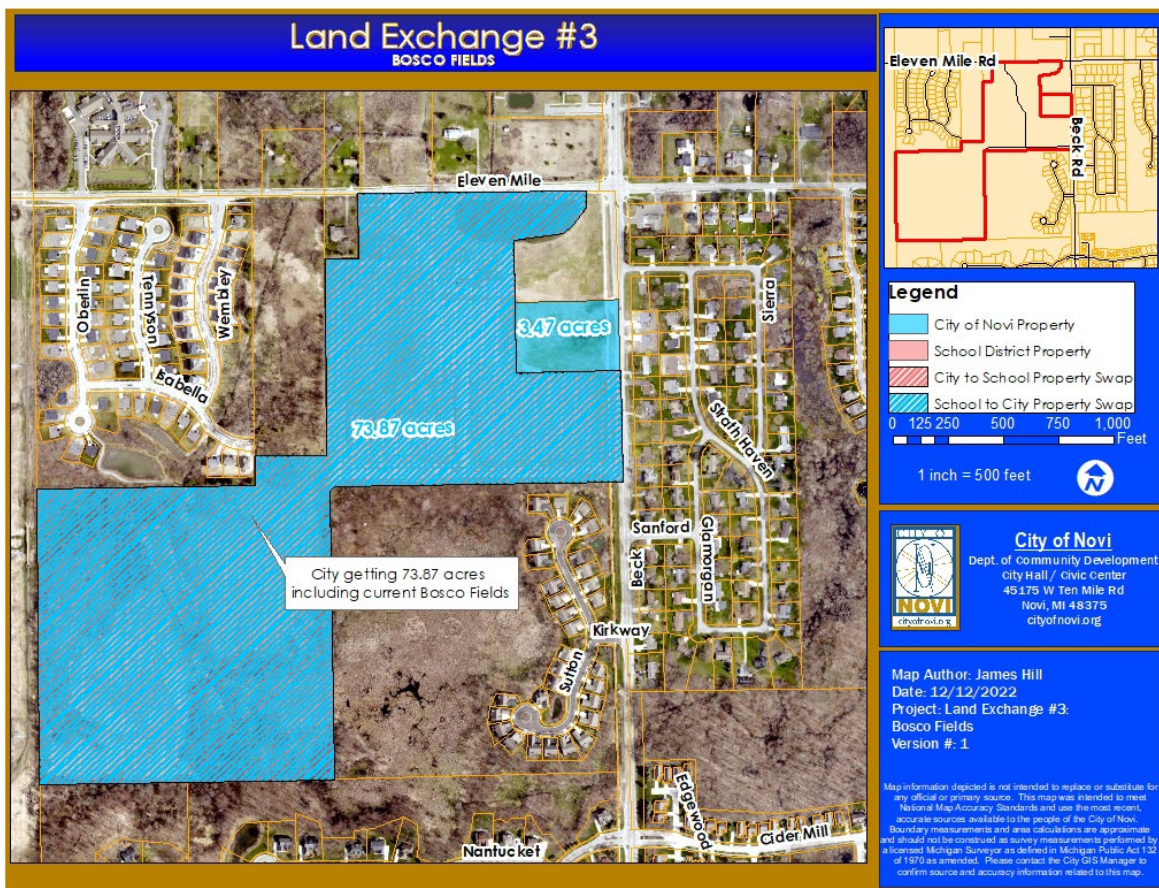
At the November 14 City Council meeting, Council unanimously approved the Property Exchange Agreement by and Between the City of Novi and the Novi Community School District. At the Council meeting, recognition of a due diligence period was established to address issues raised by the transfer of City park areas. One of the issues raised was the process for the City to follow in order to swap the park land under state law. This is the issue that is meant to be addressed by the Planning Commission at the February 8th meeting.

The Home Rule Cities Act states that a City may not sell land that is a park except where the park is not required under an official Master Plan of the city (MCL117.5(e)). Even though the City property that is being conveyed to the School is not strictly speaking being “sold” (since no monetary compensation is being exchanged), it is designated as “public park” on the Future Land Use Map; the City has determined that it is appropriate to ensure that there is no issue under the state law, and therefore is asking the Commission

to open up the master plan for review and amendment with respect to the land designated as "Public Park" that is being conveyed.

An amendment to the Master Plan shall, in accordance with the Michigan Planning Enabling Act, follow similar procedures to adopting an entire Master Plan (MCL 125.3845) such as mailing a notice explaining the Planning Commission's intentions to neighboring communities and other relevant entities (MCL 125.3839), distributing the proposed amendment for review and comment to those same or similar entities (MCL 125.3841), and holding at least one public hearing on the proposed amendment (MCL 125.3843).

Below is a map of the exchange at Bosco Fields.



The Planning Commission is asked to, firstly, consider the request as detailed in this packet, hold a public hearing, and consider passing the attached Suggested Resolution to authorize the opening of the Master Plan review process.

Secondly, due to the nature of this amendment and the land exchange already in process, the Planning Commission is simultaneously asked to consider the drafted proposed amendments to the Master Plan. These amendments consist primarily of modifications to the Future Land Use Map to change the designated land use from "Educational Facility" use or "Public Park" consistent with the intent of the Exchange

Agreement. The proposed Master Plan amendments will then be sent to City Council for approval for distribution to all required entities, as required by State law. A minimum of 42 days after distribution, Planning Commission will consider comments received during that period, hold another public hearing, and then be asked to adopt the proposed amendments to the Master Plan for Land Use for publication.

The public hearing on February 8, 2023 is set in order to receive comment and input on whether to amend the Future Land Use Map of the 2016 Master Plan for Land Use, to reclassify the land which is a portion of Wildlife Woods Park, Ella Mae Power Park, and the Bosco Fields being considered for a land exchange with the Novi Community School District. The amendment to be considered includes:

- A map reclassification of land from Public Park to Educational Facility,
- A map reclassification of land from Educational Facility to Public Park,
- A map or text statement that the land being swapped to the school district is not required for park purposes by the City, and
- A change to the Residential Density Map to allow for a density of 2.7 dwelling units per acre at the area of Ella Mae Power Park, as shown in the amended Residential Density map attached.

These draft amendments are found following this memo.

IMPACT ON CITY PARKS

Overall, after the exchange, the City will gain approximately 6.11 acres in land designated as Public Park. In addition, the land being switched to Educational Facility is already being used by the School District. Both areas south of the High School (shown in map 1) and east of the Middle School (shown in map 2) are leased by Novi Community Schools. In addition, Bosco Fields – currently under the ownership of the School District – is being leased by the City and used as a Public Park. In fact, it is listed as such on the [Novi Park Atlas](#).

The land being conveyed to the School District could be developed in the future by the School District if they were to choose to do so. On a similar note, the land situated southwest of the current Bosco Fields which will be under City's ownership (shown in map 3) is meant to serve as an opportunity to expand the Novi parks system. The land is directly adjacent to the ITC Trail and may provide further opportunity to expand the nonmotorized routes throughout the city and connect City parks. The exact improvements to the swapped properties are not known at this time, but the City is working with representatives from the Novi Community School District to identify if there are any known plans for the land that will be under ownership of the School District.

From the 2016 update to the Master Plan, for Public and Private Parks and Open Space, the following definition was established:

"this land use is designated for public and private parks and open space. If the area ceases to be considered for public and private park or open space uses, residential uses are appropriate if the area is assigned a density on the Master Plan's Residential Density Map."

The same language is used in reference to land designated as Educational Facility. See the planned residential density map on page 6.

However, on page 47, which contains the Future Land Use map, the notes section of the map includes,

"if future conversion of public and private recreation areas occurs, the intended use is residential at the density identified on the Residential Density Map."

This language would be amended to say the following:

"if future conversion of public and private recreation areas to a non-public or non-recreation area occurs, the intended use is residential at the density identified on the Residential Density Map"

A map of the 3 locations and their planned residential densities from the 2016 Master Plan is included on page 8.

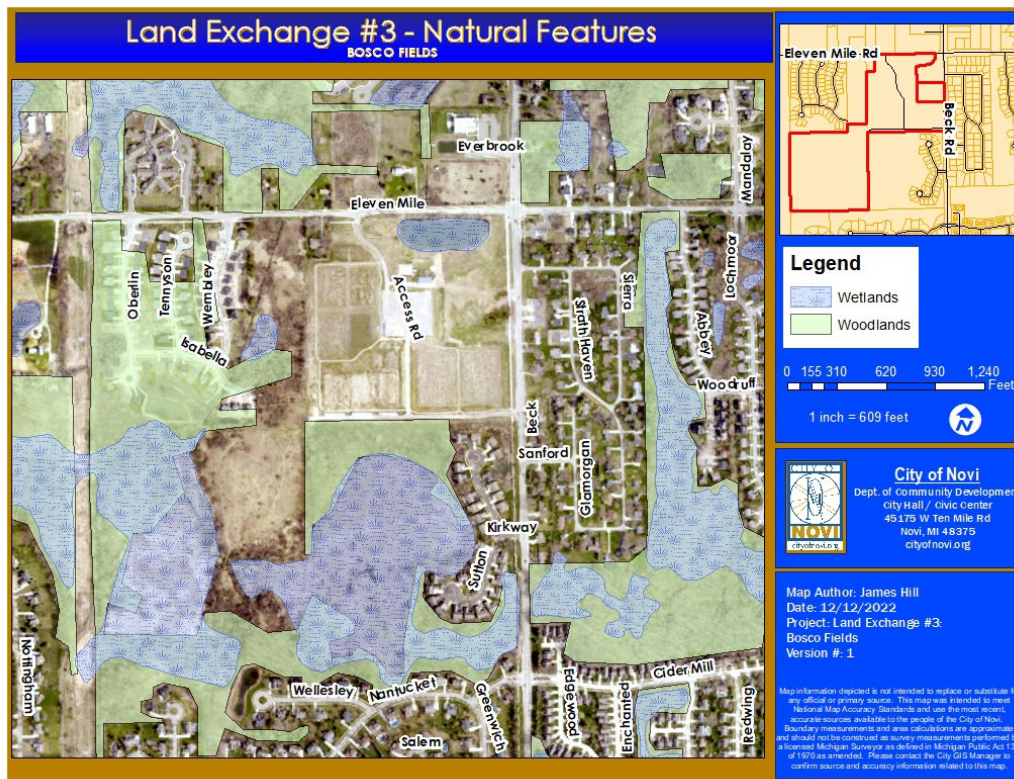
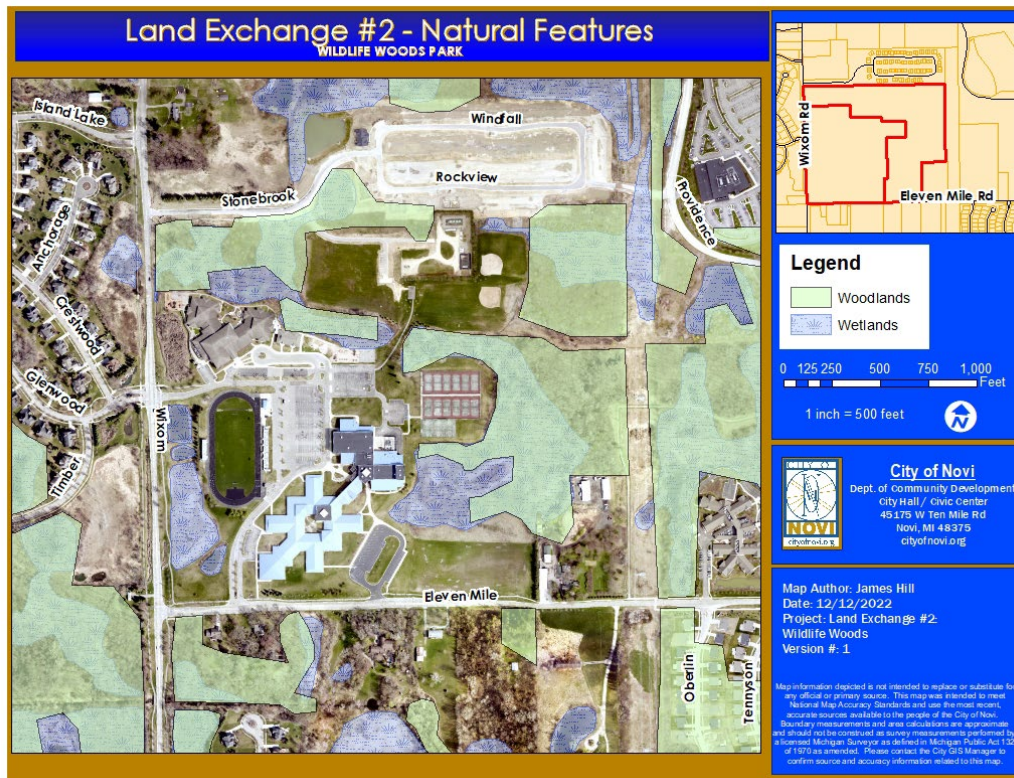
Natural Features

Woodland and wetlands maps are shown below. All three locations contain both woodlands and wetlands, and there are no known conservation easements on any of the properties.

Natural Features map at Ella Mae Power Park



Natural Features map at Wildlife Woods Park and Bosco Fields



Strategic Community Recreation and Master Park Plan

Within the Strategic Community Recreation and Master Park Plan 2020-2024, adopted in 2019, long-term and short-term goals were established including the following:

1. Monitor and pursue properties to acquire land to put into park use (page 39)
2. Identify properties that would be beneficial to redevelop for park use (page 39)
3. Continue to work with local property owners and developers on potential property acquisitions and developments (page 39)

In addition to those established goals, the Appendix includes stakeholder interviews and discussions with representatives from the school district that mention the recognition of each entity making use of the other's property and the potential for change in control of facilities.

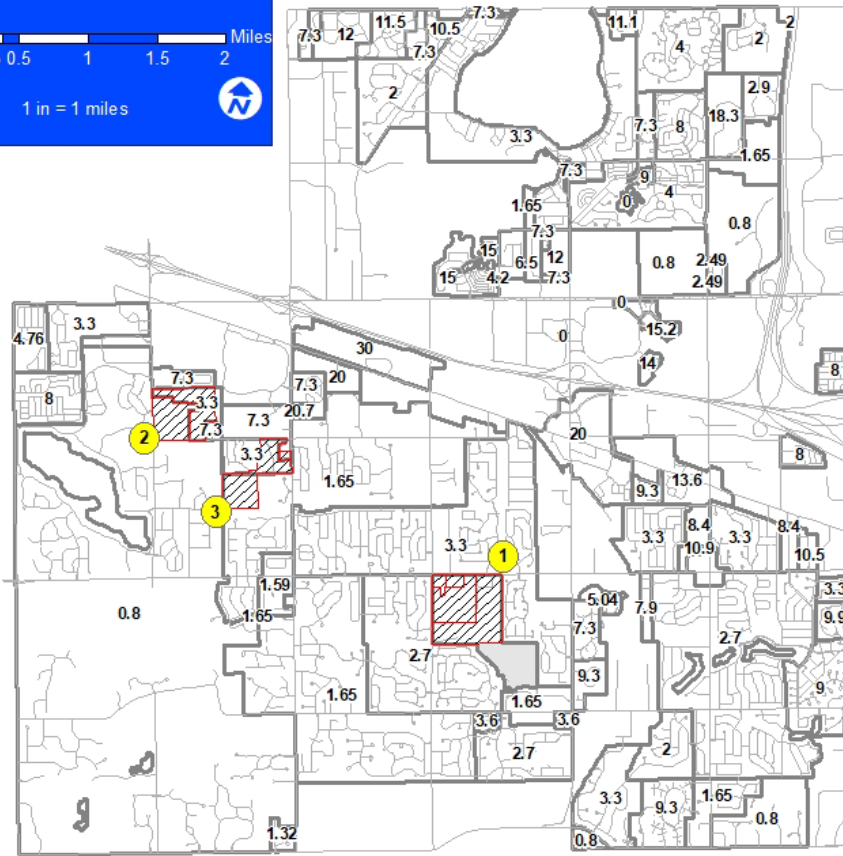
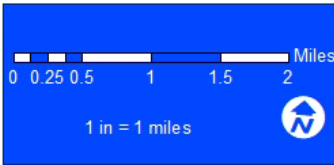
Master Plan for Land Use – Amendments for Consideration

Attached for Planning Commission's review and consideration for adoption are the maps included in this memo, a set of maps showing the change in land use, and the draft exchange agreement that was reviewed and approved by Council at the November 14 meeting.

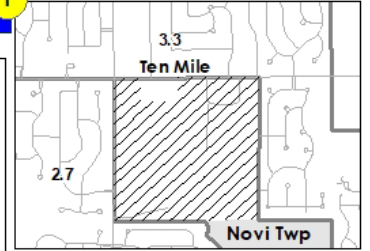
The following page has a map of the Planned Residential Density with the parcels involved in the land exchange highlighted and zoomed in to show planned residential density for the parcels of interest.

Residential Density Map

City and School District Land Exchange

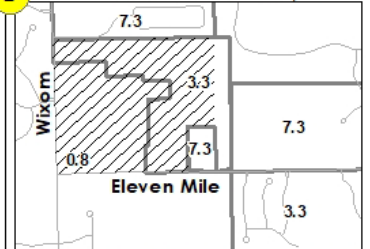


1 Civic Center/Novi High School/
Fuerst Park/Ella Mae Power Park



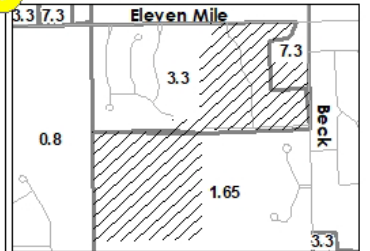
Planned Future Residential Density of Zero

2 Wildlife Woods/Novi Middle School/
Deerfield Elementary



Planned Future Residential Density of 3.3
for current City-owned land and 0.8 for
current school-owned land

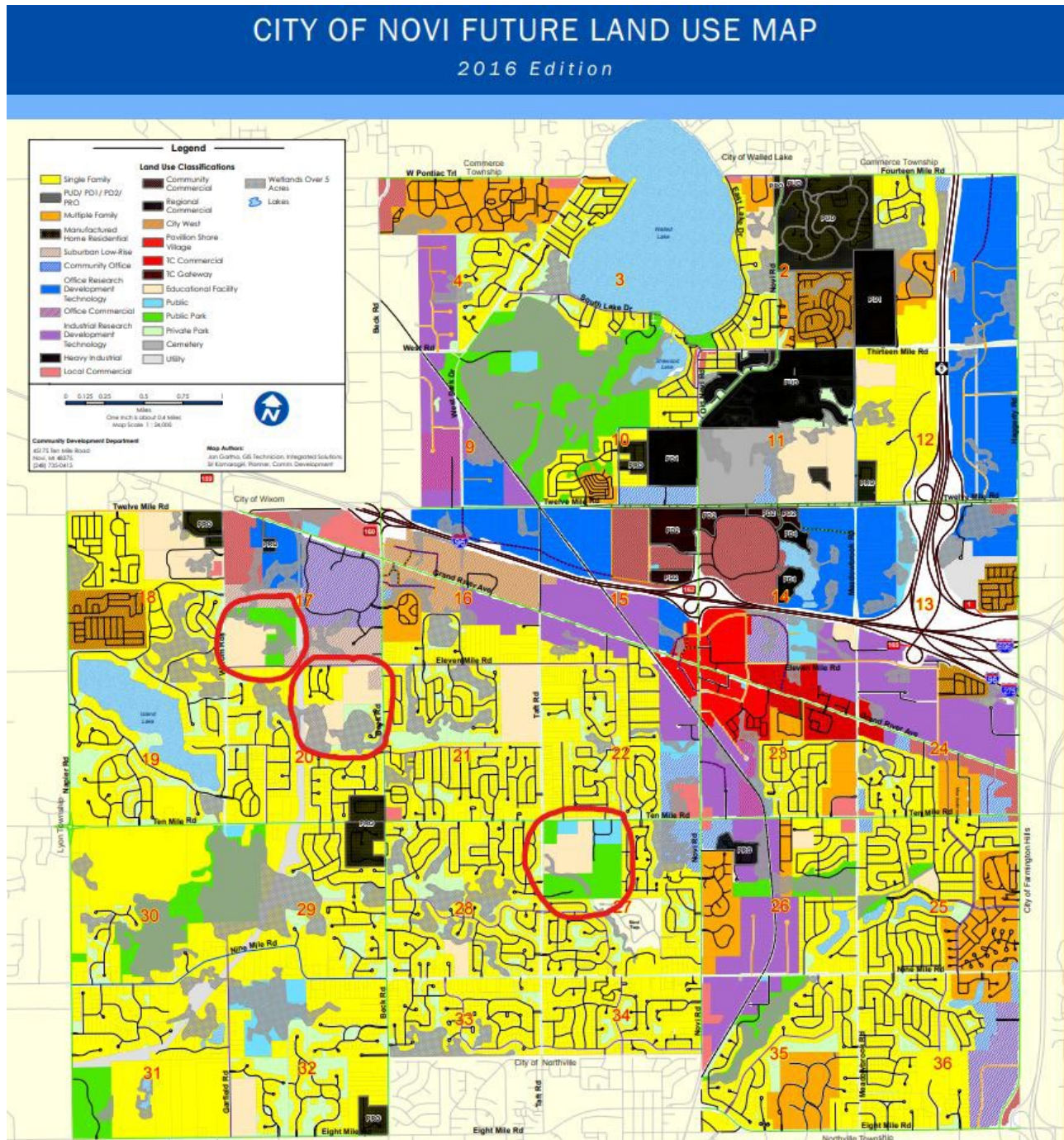
3 Bosco Fields



Planned Future Residential Density of 3.3
for northern part and 1.65 for southern part

As seen from the map above, for the land that is reclassified as Educational Facility south of Ella Mae Power Park, the planned residential density is zero, which means that residential uses in this area would be considered inappropriate according to the 2016 Master Plan. The amendment will include providing this area with a maximum residential density of 2.7 to be consistent with the adjacent residential area. For the land reclassified as Educational Facility south of Wildlife Woods Park, the planned residential density is 3.3 dwelling units per acre.

Below is the 2016 edition of the Future Land Use map with the 3 areas involved in the land exchange circled in red.



REQUESTED ACTION

1. Adoption of the Suggested Resolution authorizing the opening of the Master Plan review process.
2. Recommend approval to the City Council of the amendment of the Future Land Use Map as presented in the attachments for purposes of distribution, including:
 - a. A map reclassification of the land from Public Park to Educational Facility.
 - b. A map reclassification of the land from Educational Facility to Public Park.
 - c. A map or text statement that the land being swapped to the school district is not required for park purposes by the City.
 - d. A change to the Residential Density Map to allow for a density of 2.7 dwelling units per acre at the area of Ella Mae Power Park, as shown in the amended Residential Density map.

This motion is made for the reasons stated in this memo, as well as the following:

1. The Home Rule Cities Act states that a City may not sell land that is a park except where the park is not required under an official Master Plan of the city (MCL117.5(e)). Since the City land that is being exchanged is designated as "public park" on the Future Land Use Map, opening up the plan for review and amendment is appropriate to ensure that the Home Rule City Act is complied with (even though the City land is not technically being "sold").
2. The identified properties designated as "Public Park" on the City's Future Land Use Map are not used in a significant way as parkland available to the City's residents, but are instead being leased for use by the Novi Community School District, and are no longer deemed necessary as "Public Parks",
3. If the amendment is approved, the land that will be reclassified as "Public Park" on the Future Land Use Map encompasses 75.61 acres, which is 6.11 acres more than the area that is proposed to be removed from the map.
4. The land swap was designed to satisfy both the Novi Community School District and the City of Novi in meeting the overall needs of those entities and the community members they serve.
5. All land designated for residential purposes generally has a maximum density provided on the Residential Density Map in the event that the property may someday be developed for residential purposes.

MAPS

Land Exchange in acres for all 3 locations

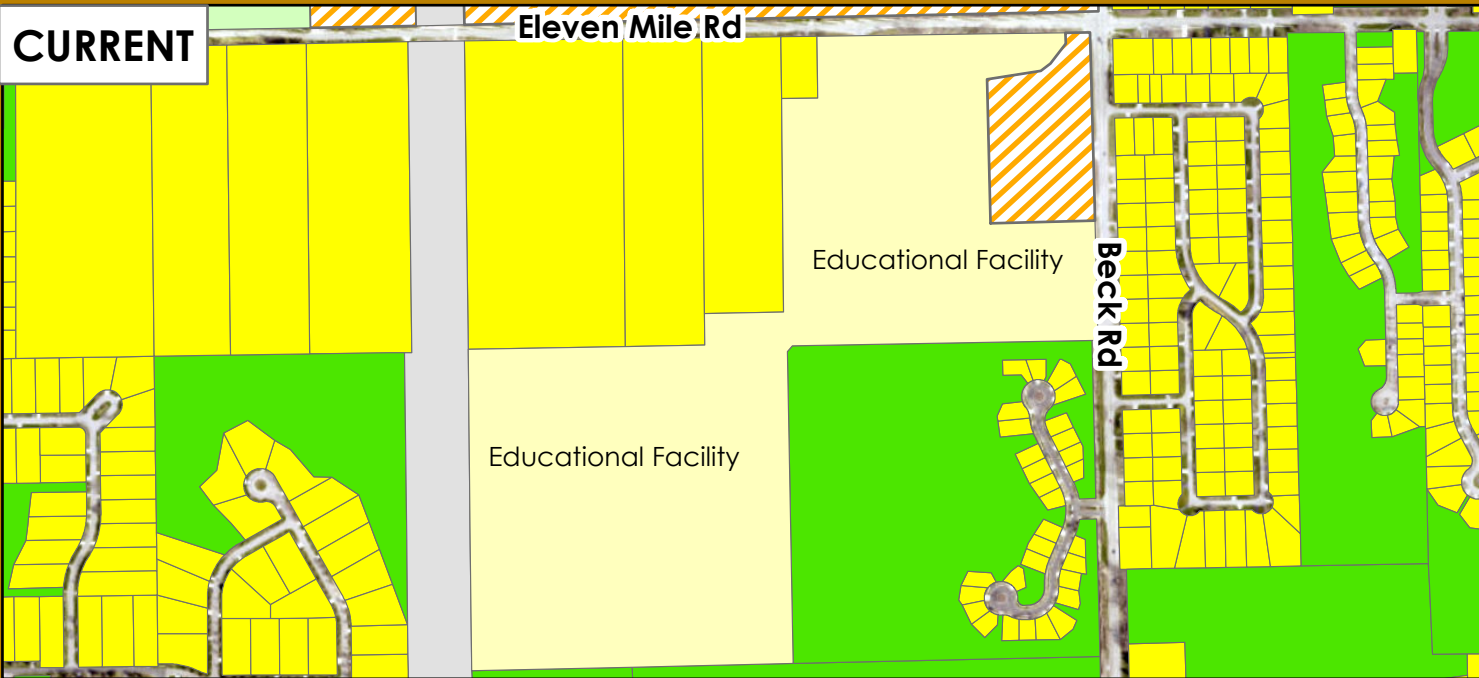
Future Land Use change for all 3 locations

Natural Features for all 3 locations

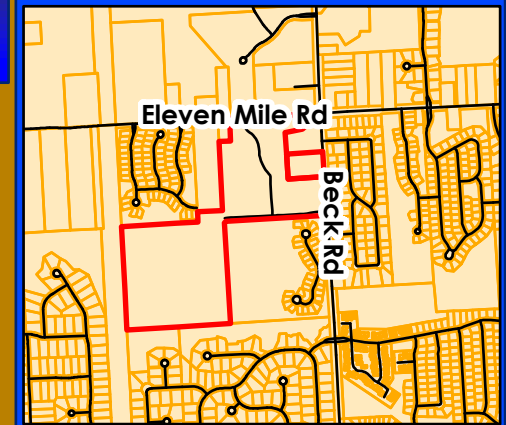
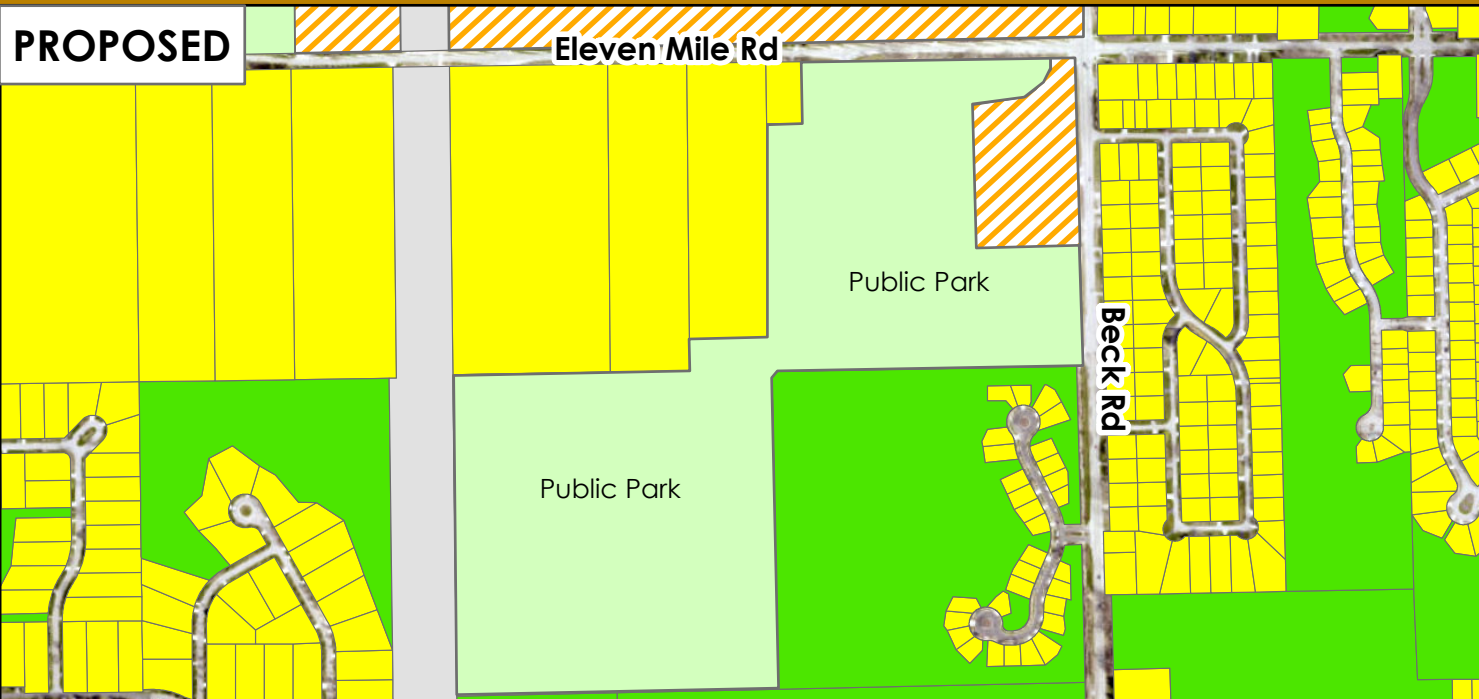
Future Land Use Map Change:

BOSCO FIELDS

CURRENT

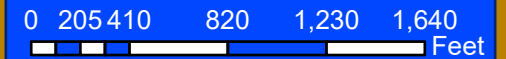


PROPOSED



Legend

- EDUCATIONAL FACILITY
- PRIVATE PARK
- PUBLIC PARK
- SINGLE FAMILY
- SUBURBAN LOW-RISE
- UTILITY



1 inch = 800 feet



City of Novi

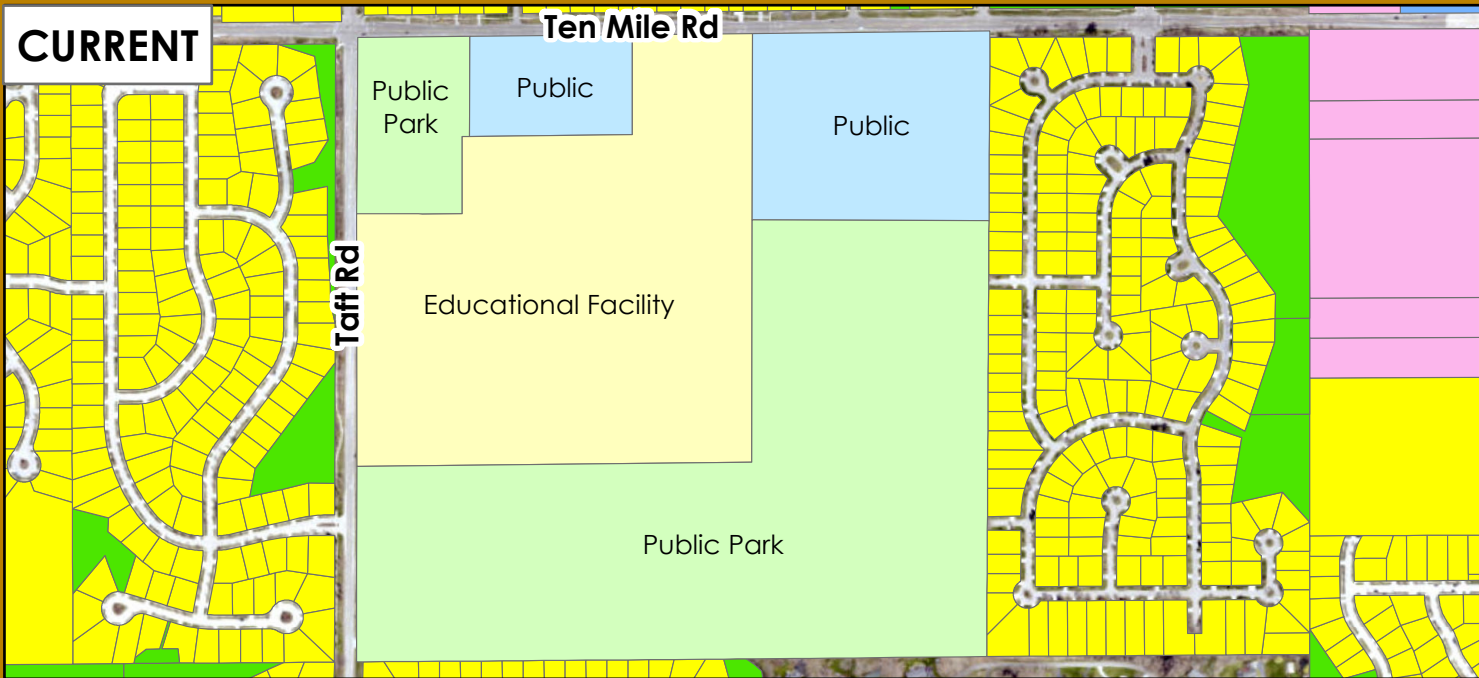
Dept. of Community Development
 City Hall / Civic Center
 45175 W Ten Mile Rd
 Novi, MI 48375
cityofnovi.org

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.

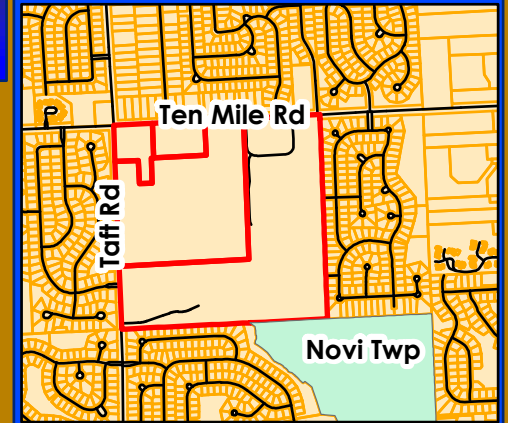
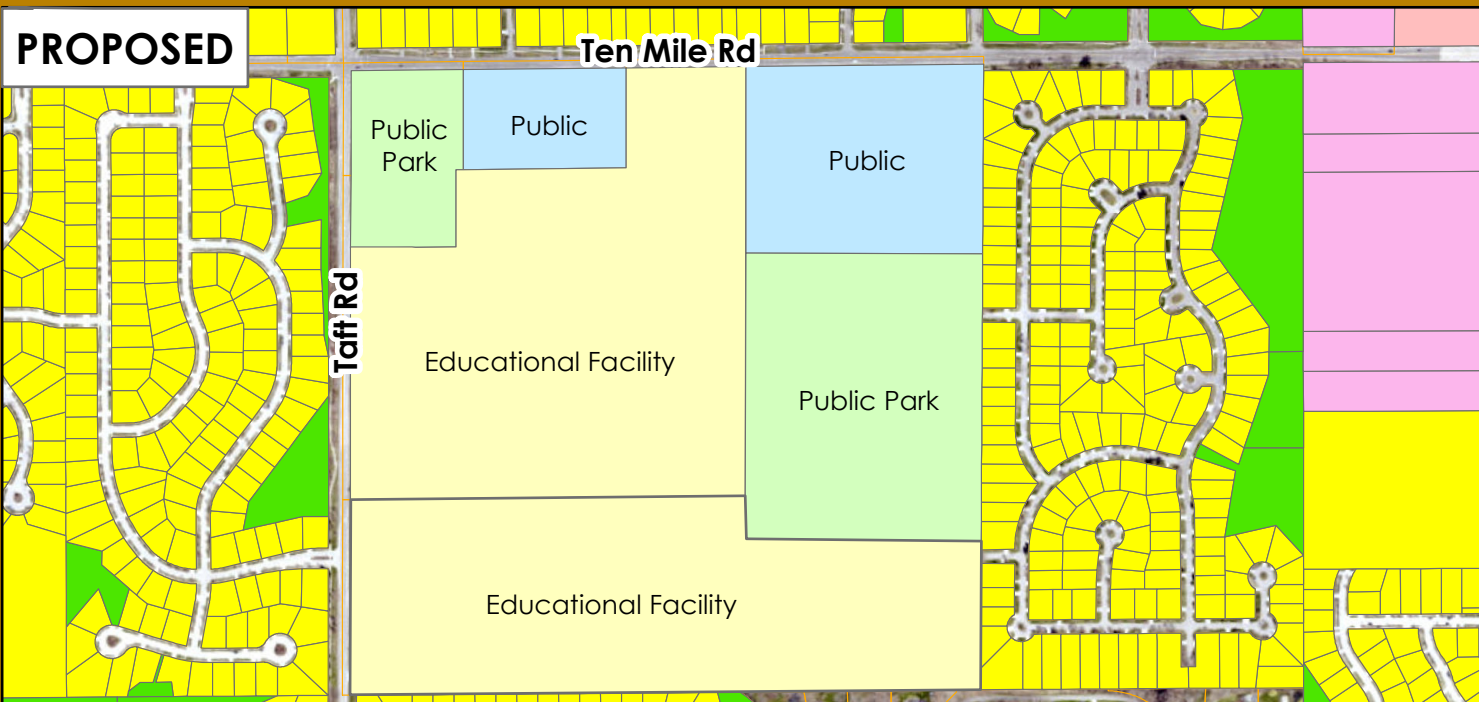
Future Land Use Map Change:

ELLA MAE POWER PARK/FUERST PARK

CURRENT



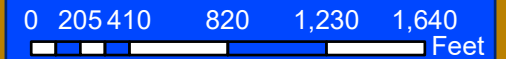
PROPOSED



Legend

Land Use Description

- COMMUNITY OFFICE
- EDUCATIONAL FACILITY
- PRIVATE PARK
- PUBLIC
- PUBLIC PARK
- SINGLE FAMILY



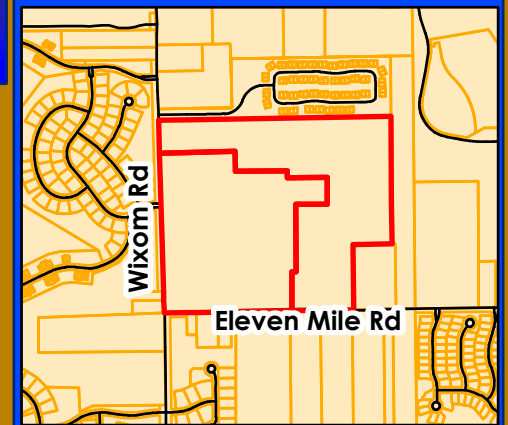
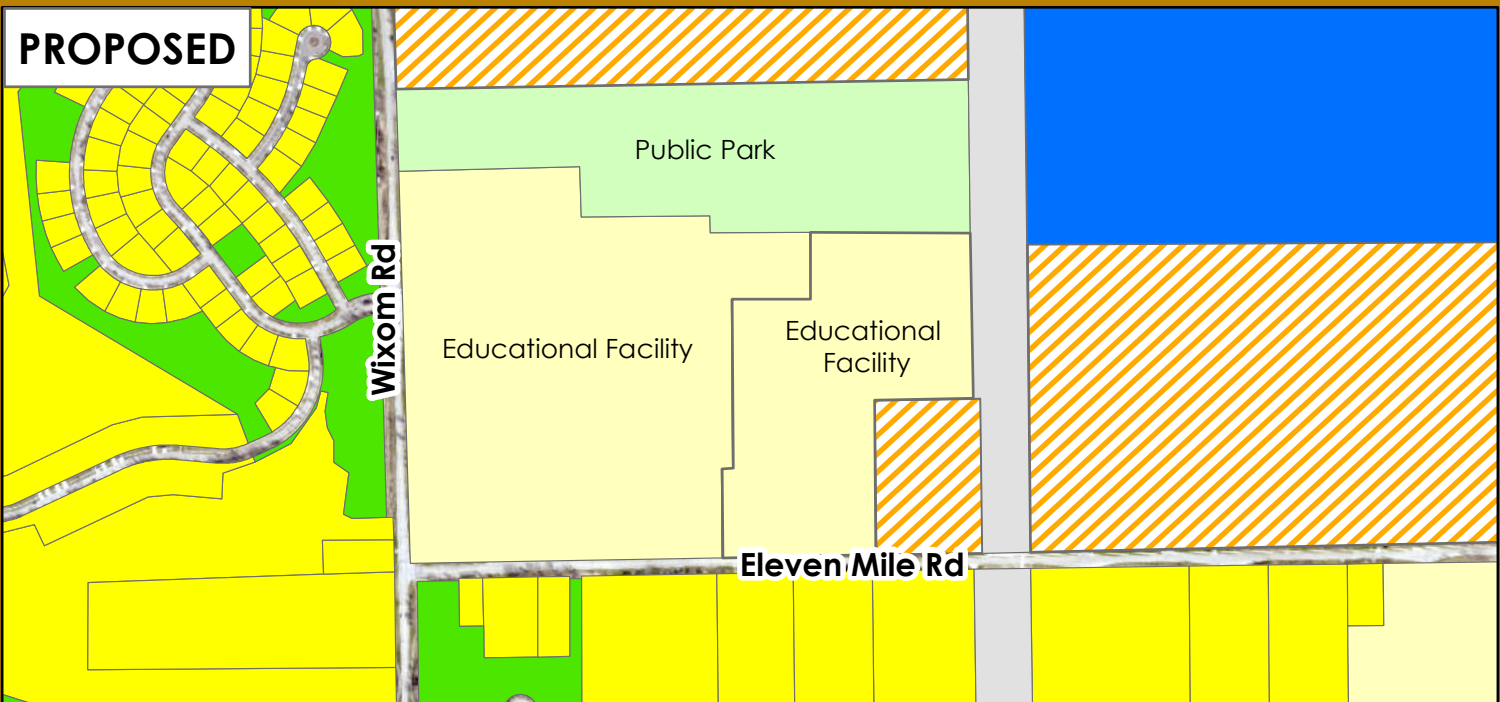
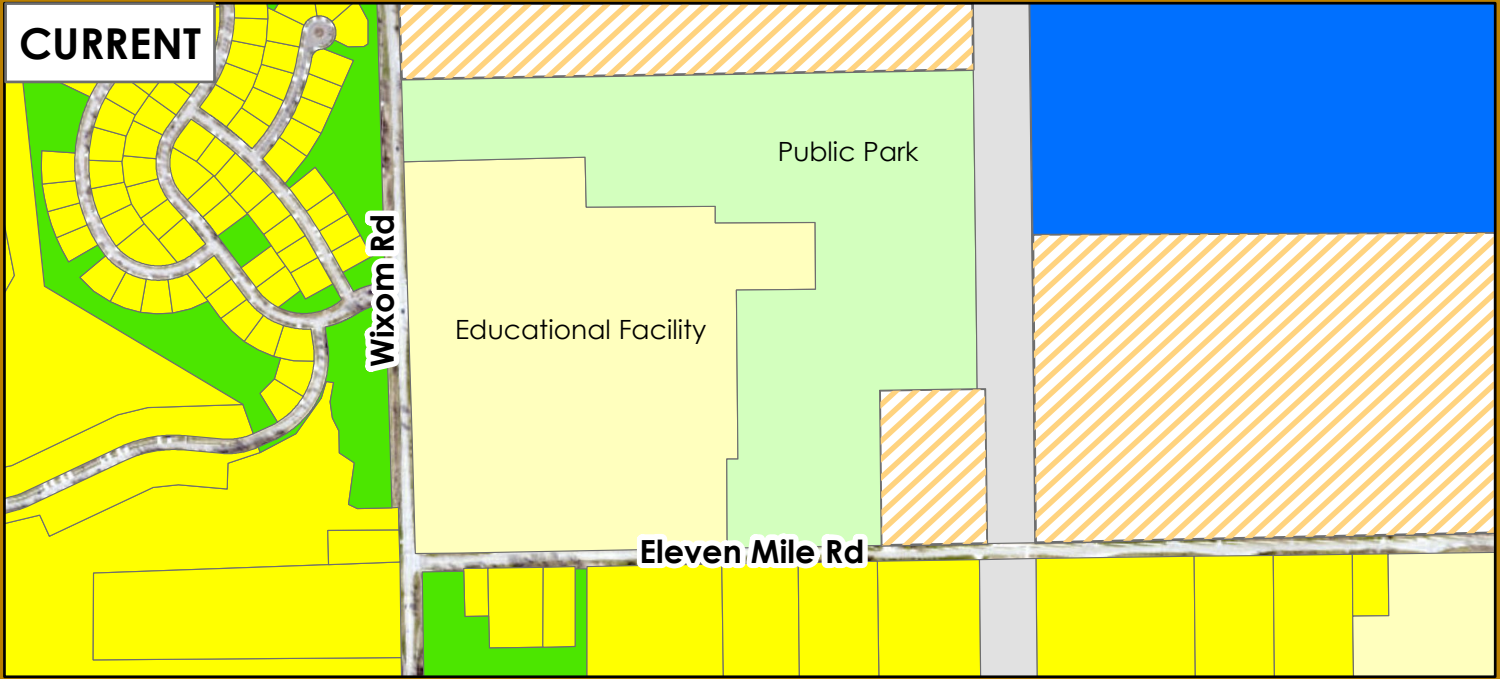
1 inch = 800 feet



City of Novi
 Dept. of Community Development
 City Hall / Civic Center
 45175 W Ten Mile Rd
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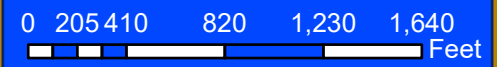
Future Land Use Map Change: WILDLIFE WOODS PARK



Legend

Land Use Description

- EDUCATIONAL FACILITY
- OFFICE COMMERCIAL
- PRIVATE PARK
- PUBLIC PARK
- SINGLE FAMILY
- SUBURBAN LOW-RISE
- UTILITY



1 inch = 800 feet



City of Novi
 Dept. of Community Development
 City Hall / Civic Center
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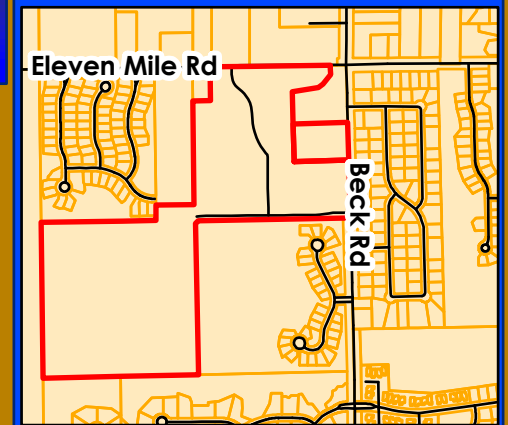
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Land Exchange #3

BOSCO FIELDS



City getting 73.87 acres including current Bosco Fields



Legend

- City of Novi Property
- School District Property
- City to School Property Swap
- School to City Property Swap

0 125 250 500 750 1,000 Feet

1 inch = 500 feet



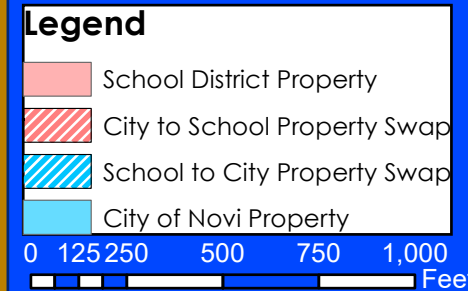
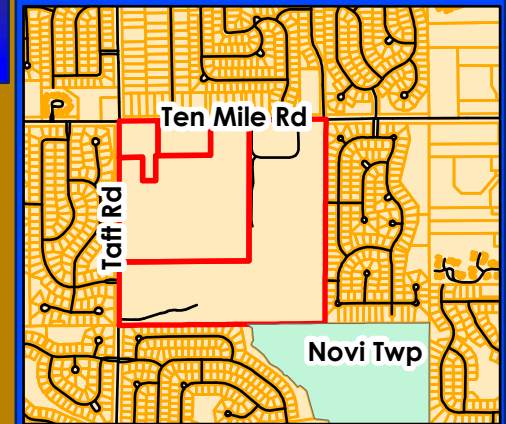
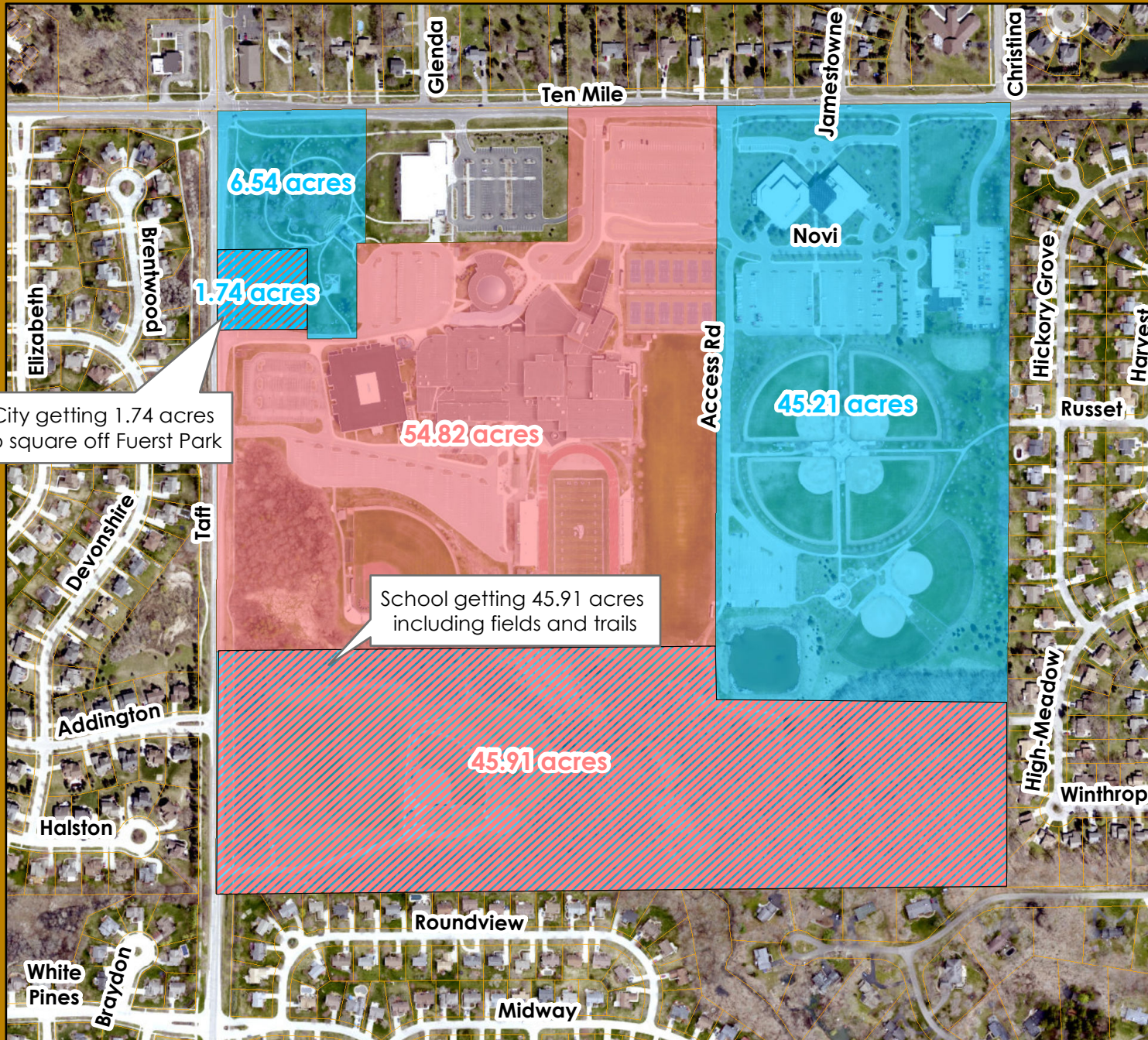
City of Novi
Dept. of Community Development
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Map Author: James Hill
Date: 12/12/2022
Project: Land Exchange #3:
Bosco Fields
Version #: 1

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.

Land Exchange #1

ELLA MAE POWER PARK/FUERST PARK



1 inch = 500 feet



City of Novi

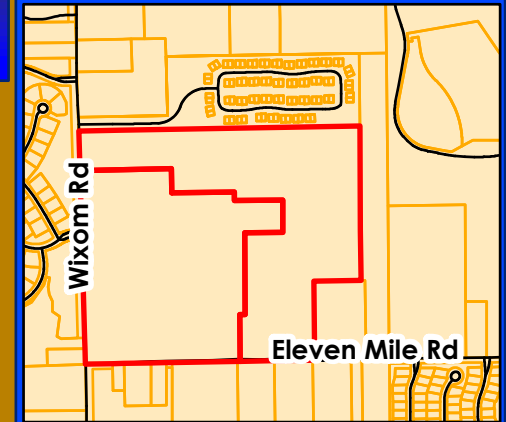
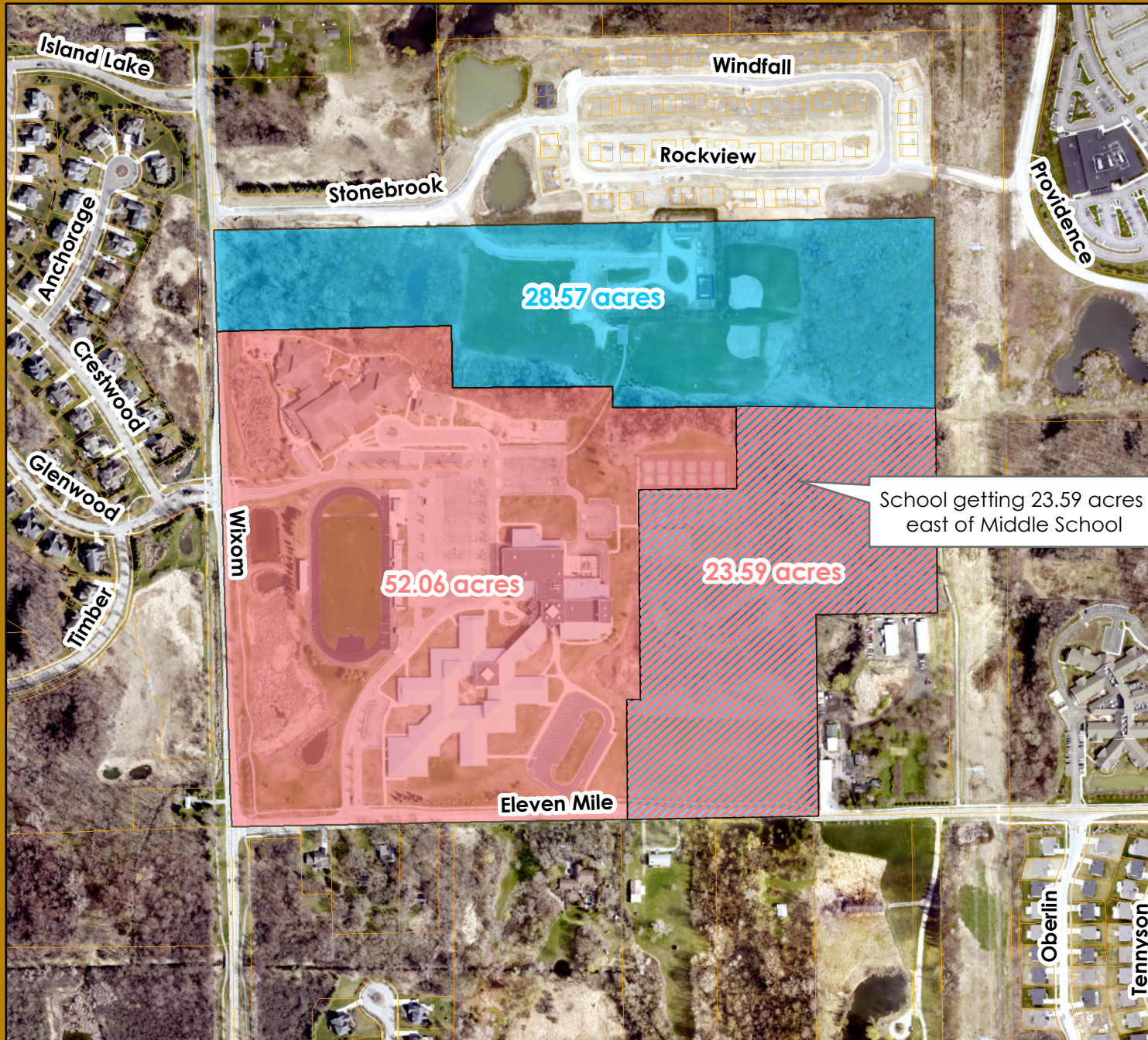
Dept. of Community Development
 City Hall / Civic Center
 45175 W Ten Mile Rd
 Novi, MI 48375
cityofnovi.org

Map Author: James Hill
 Date: 12/12/2022
 Project: Land Exchange #1:
 Ella Mae Power Park/Fuerst Park
 Version #: 1

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.

Land Exchange #2

WILDLIFE WOODS PARK



Legend

- City of Novi Property
- School District Property
- City to School Property Swap
- School to City Property Swap

0 125 250 500 750 1,000 Feet

1 inch = 500 feet



City of Novi

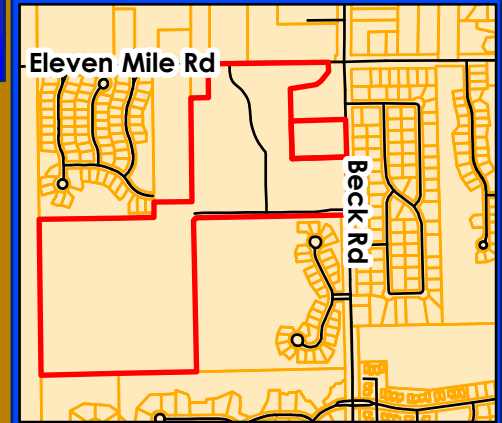
Dept. of Community Development
 City Hall / Civic Center
 45175 W Ten Mile Rd
 Novi, MI 48375
cityofnovi.org

Map Author: James Hill
 Date: 12/12/2022
 Project: Land Exchange #2:
 Wildlife Woods
 Version #: 1

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.

Land Exchange #3 - Natural Features

BOSCO FIELDS



Legend

-  Wetlands
-  Woodlands

0 125 250 500 750 1,000 Feet

1 inch = 500 feet



City of Novi

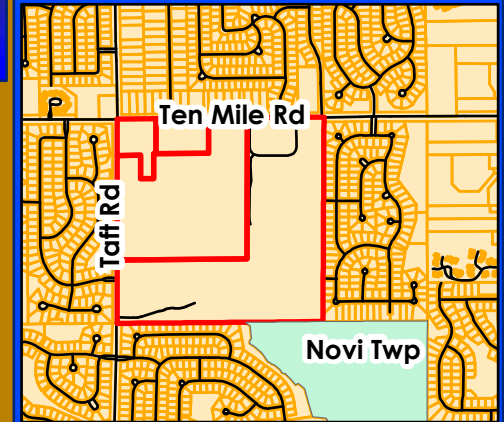
Dept. of Community Development
City Hall / Civic Center
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: James Hill
Date: 12/12/2022
Project: Land Exchange #3:
Bosco Fields
Version #: 1

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.

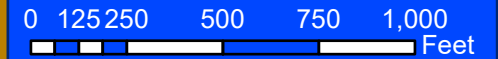
Land Exchange #1 - Natural Features

ELLA MAE POWER PARK/FUERST PARK



Legend

-  Wetlands
-  Woodlands



1 inch = 500 feet



City of Novi

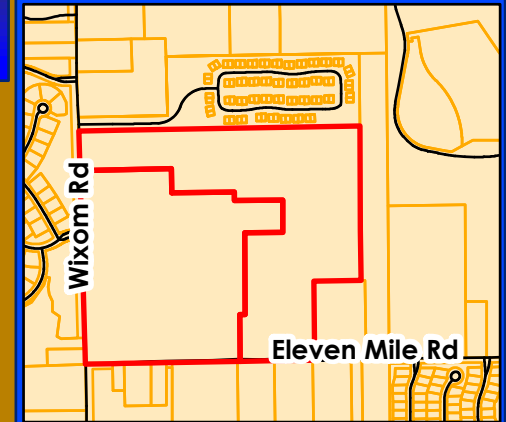
Dept. of Community Development
City Hall / Civic Center
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: James Hill
Date: 12/12/2022
Project: Land Exchange #1:
Ella Mae Power Park/Fuerst Park
Version #: 1

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.

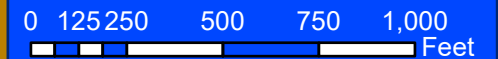
Land Exchange #2 - Natural Features

WILDLIFE WOODS PARK



Legend

-  Woodlands
-  Wetlands



1 inch = 500 feet



City of Novi

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

Map Author: James Hill
Date: 12/12/2022
Project: Land Exchange #2:
Wildlife Woods
Version #: 1

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.

ATTACHMENT A - AMENDMENTS TO THE MASTER PLAN

1. Cover page
2. Future Land Use Map amendment
3. Residential Density Map amendment

ATTACHMENT A: AMENDMENTS TO THE MASTER PLAN'S FUTURE LAND USE MAP AND RESIDENTIAL DENSITY MAP RELATING TO CITY PARKLAND

This attachment contains the amendments to both the Future Land Use Map and the Residential Density Map of the 2016 Master Plan. The first set of maps attached shows the change in Future Land Use as it relates to the areas being considered for the exchange between the City and Novi Community Schools. As noted in the maps, this is meant to replace the map and all other material found on page 47 of the 2016 Master Plan. Also noted in the map is the following statement:

"The land being reclassified from Public Park to Educational Facility, as shown in the map, is not required for park purposes by the City."

The second set of maps attached shows the change in Residential Density. As noted, this is only meant to supplement the map and all other material found on page 48 of the 2016 Master Plan. The small change does not warrant a complete replacement of the page and references throughout the Plan to the existing Residential Density Map will remain valid.

If adopted by the Planning Commission, these amended maps will become a part of the 2016 Master Plan and either replace or supplement the respective portions of the Plan, as described herein. Until adoption, these are draft amendments and can be edited by Staff based on review from the Planning Commission and City Council, comment during the Public Hearings, or as a result of the comments received following distribution of the plan to surrounding communities and other entities.

Current Future Land Use

Legend

Streets Key

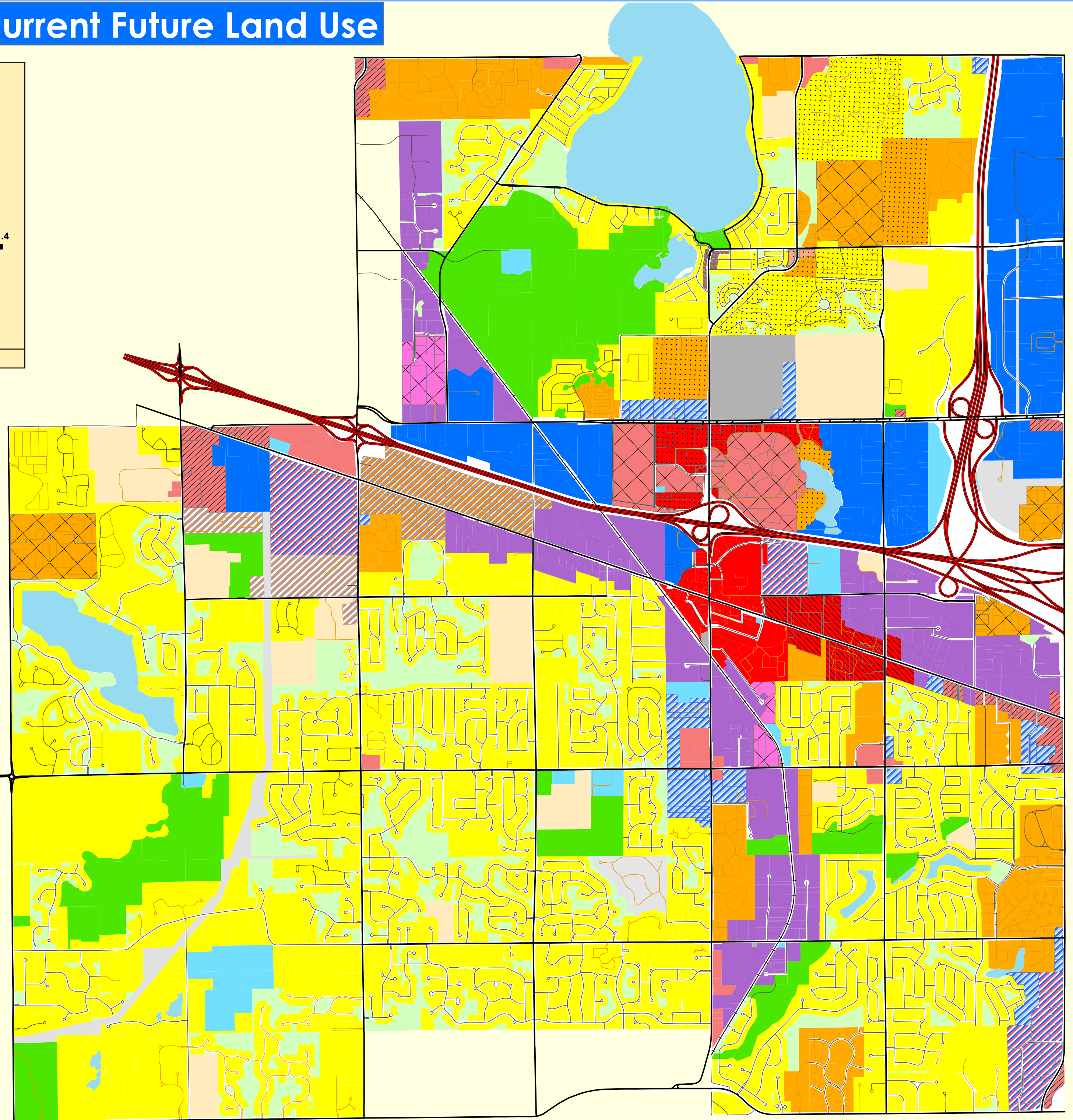
- 162 Interchange and Exit Numbers
- Freeway
- Major Public Streets
- Minor Public Streets
- Private Streets
- Railroad

0 0.35 0.7 1.4
Miles

Map Print Date: January 11, 2023

Visit maps.cityofnovi.org to access interactive, locally based geographic information in the Novi community.

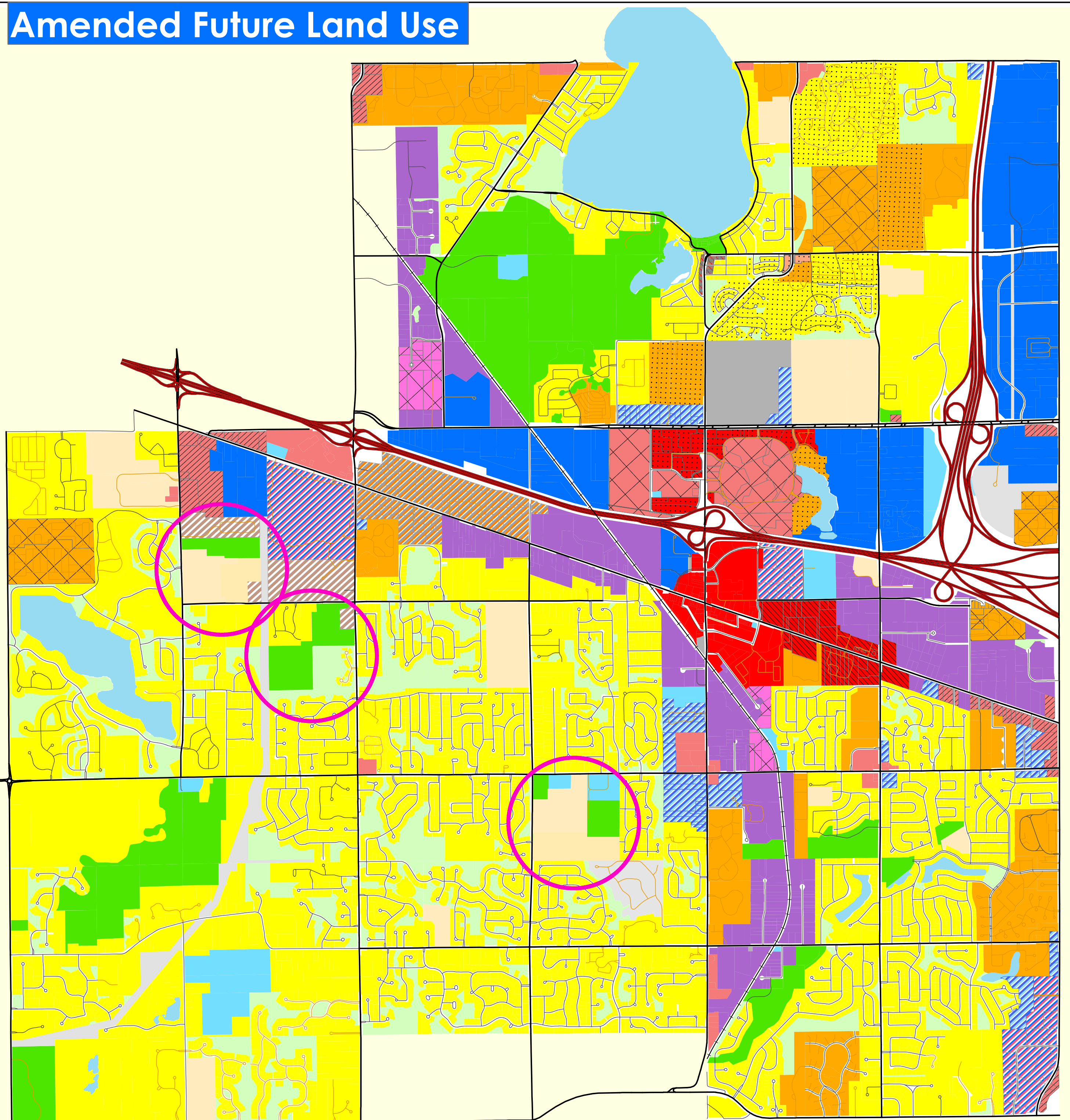
Map Author: J.Hill, Planner
Community Development Department



Legend

- Single Family
- PUD
- Multiple Family
- PD1
- Manufactured Home Residential
- Suburban Low-Rise
- Community Office
- Office Research Development Technology
- Office Commercial
- Industrial Research Development Technology
- Heavy Industrial
- PUD3
- Local Commercial
- Community Commercial
- Regional Commercial
- City West
- Pavillion Shore Village
- TC Commercial
- TC Gateway
- PD2
- Educational Facility
- Public
- Public Park
- Private Park
- Cemetery
- Utility

Amended Future Land Use



Notes:

- The areas circled in pink are the areas undergoing a reclassification of land use. The land being reclassified from Public Park to Educational Facility, as shown in the map, is not required for park purposes by the City
- This map is meant to replace the Future Land Use Map and all other material found on page 47 of the 2016 Master Plan
- This Master Plan amendment includes the amended Future Land Use Plan and the amended Residential Density Plan
- This map is intended to show generalized land use and is not intended to indicate the precise size, shape, or dimension of areas.
- See the Residential Density Plan map for more specific residential density recommendations
- If future conversion of public and private recreation areas to a non-public or non-recreation area occurs, the intended use is residential at the density identified on the Residential Density Map

CURRENT RESIDENTIAL DENSITY

Legend

Streets Key

- 162 Interchange and Exit Numbers
- Freeway
- Major Public Streets
- Minor Public Streets
- Private Streets
- Railroad

Map Print Date: January 11, 2023

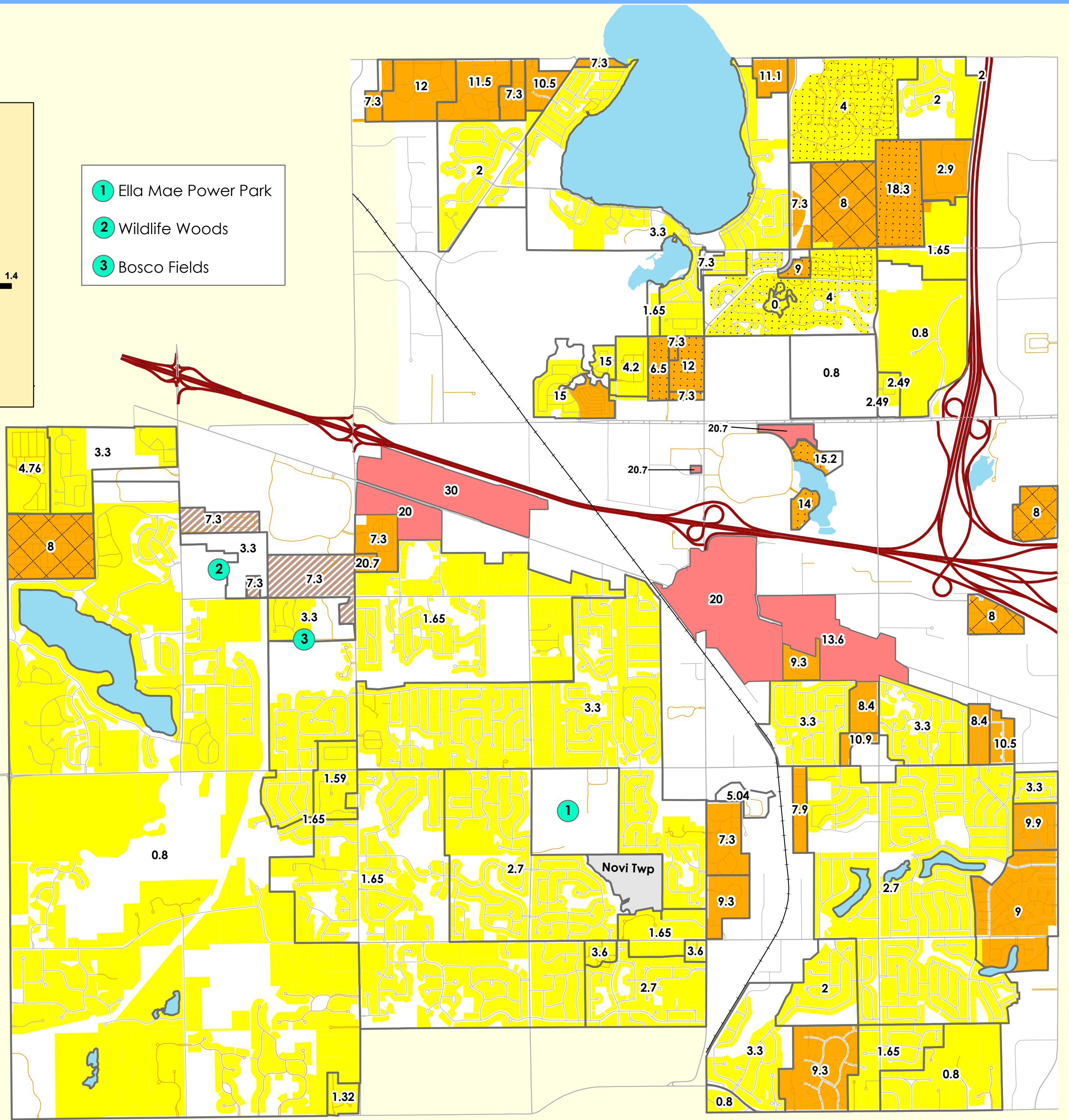
Visit maps.cityofnovi.org to access interactive, locally based geographic information in the Novi community.

Map Author: J.Hill, Planner
Community Development Department

- 1 Ella Mae Power Park
- 2 Wildlife Woods
- 3 Bosco Fields

Proposed Land Use

- Single Family
- PUD
- Multiple Family
- PD1
- Manufactured Home Residential
- Suburban Low-Rise
- Mixed Use



AMENDED RESIDENTIAL DENSITY CHANGE IN PINK

Legend

Streets Key

- 162 Interchange and Exit Numbers
- Freeway
- Major Public Streets
- Minor Public Streets
- Private Streets
- Railroad

Map Print Date: January 11, 2023

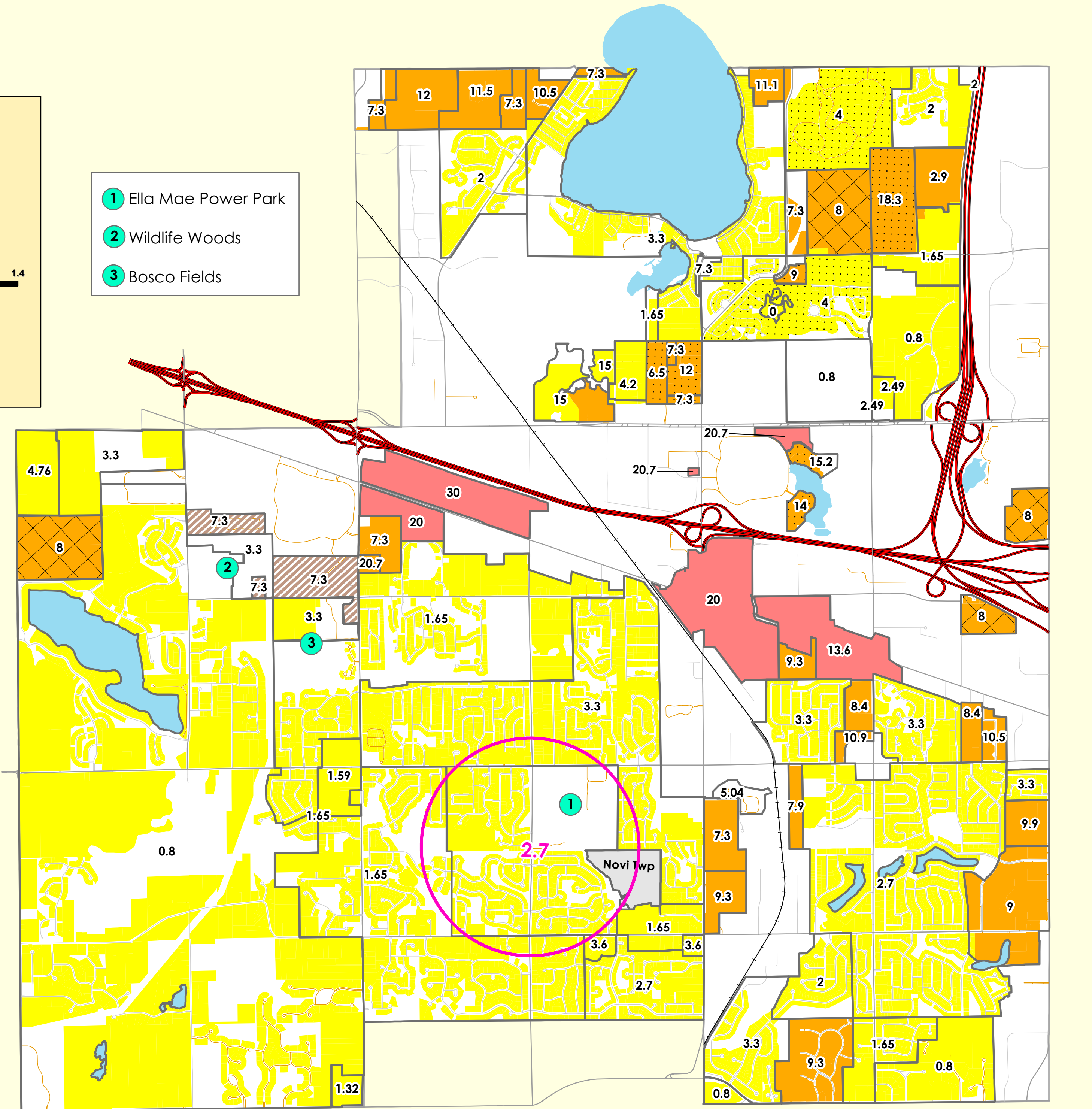
Visit maps.cityofnovi.org to access interactive, locally based geographic information in the Novi community.

Map Author: J.Hill, Planner
Community Development Department

- 1 Ella Mae Power Park
- 2 Wildlife Woods
- 3 Bosco Fields

Proposed Land Use

- Single Family
- PUD
- Multiple Family
- PD1
- Manufactured Home Residential
- Suburban Low-Rise
- Mixed Use



Notes

1. This map is meant to supplement the Residential Density map and all other material found on page 48 of the 2016 Master Plan. Existing references to the original Residential Density map remain valid
2. The change designated in pink provides a Residential Density of 2.7 dwelling units per acre to an area that previously had no planned Residential Density attributed to it
3. Actual maximum number of dwelling units permitted per acre may be less due to site conditions and City of Novi Code of Ordinance requirements and the specific recommendations of the Master Plan for mixed use areas

**LETTER FROM OAKLAND COUNTY COORDINATING ZONING COMMITTEE ENDORSING
THE MASTER PLAN AMENDMENT**



BOARD OF COMMISSIONERS

1200 N. Telegraph Road
Pontiac, MI 48341-0475
Phone: (248) 858-0100
Fax: (248) 858-1572

April 12, 2023

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

Dear Ms. McBeth:

On Wednesday, April 12, 2023, the Oakland County Coordinating Zoning Committee (CZC) held a meeting and considered the following Master Plan Amendment:

The City of Novi Master Plan Amendment (County Code MP# 23-01)

The Oakland County Coordinating Zoning Committee, by a 2-0 vote (with one non-voting member), endorses the Oakland County Department of Economic Development (OCED), Planning & Local Business Development (PLBD) Division's staff review and recommendations of the amendments to the Master Plan. The staff review finds the proposed Master Plan Amendments to be **not inconsistent** with the Master Plans or existing land uses of any of the adjacent communities that received notification of the proposed update. A copy of the staff review is enclosed.

A copy of the proposed draft amendments for the City of Novi Master Plan can be accessed at the following web link: www.cityofnovi.org/amendments. Adjacent communities and other reviewing jurisdictions are asked to contact the City of Novi regarding the final adoption process for the proposed Master Plan Amendments.

If further documentation is necessary regarding the CZC meeting, the official minutes of the April 12, 2023, meeting will be available following the next CZC meeting in May of 2023. If you have any questions regarding the review, please do not hesitate to contact me at (248)858-0389 or email me at krees@oakgov.com.

Sincerely,

Scott E. Kree | Senior Planner
Oakland County Department of Economic Development
Planning & Local Business Development Division

(CC'd recipients are listed on the next page)

cc: Gwen Markham, Oakland County Commissioner – CZC Chair, District 15
Yolanda Smith-Charles, Oakland County Commissioner – CZC Vice Chair, District 17
Phil Weipert, Oakland County Commissioner – CZC Member, District 13
Ajay Raman, Oakland County Commissioner, District 14
Marcia Gershenson, Oakland County Commissioner, District 11
John Juntunen, Novi Township Supervisor
Katherine Des Rochers, Lyon Township Planning Coordinator
Drew Benson, City of Wixom Assistant City Manager & Economic Development Director
David Campbell, Commerce Township Planning Director
Jennifer Stuart, City of Walled Lake Clerk
Gordon Bowdell, West Bloomfield Township Planning & Zoning Manager
Charmaine Kettler-Schmult, City of Farmington Hills Director of Planning & Community Dev.
Dianne Massa, City of Northville Clerk
Brad Knight, RCOC Director of Planning & Environment
Dan Butkus, WRC Engineering Technician, Plan Review & Permitting Unit
Lori Swanson, Oakland TSC-MDOT Manager
Adelaide Pascaris, ITC Area Manager
Jennifer Whitteaker, DTE Regional Manager
Brandon Hofmeister, Consumers Energy Senior VP of Government

March 30, 2023

Commissioner Gwen Markham, Chairperson
Oakland County Coordinating Zoning Committee
1200 North Telegraph Road
Pontiac, MI 48341

SUBJECT: County Code No. MP 23-01, Oakland County Economic Development Department, Planning & Local Business staff review of the draft City of Novi Master Plan Amendment.

Dear Chairperson Markham and Committee Members:

On March 13, 2023, Oakland County received a mailed letter, dated March 6, 2023, informing our office of the proposed **City of Novi Draft Master Plan Amendment, (County Code Master Plan No. 23-01)**. Under the Michigan Planning Enabling Act, Oakland County, adjacent municipalities, and other jurisdictional authorities have 42 days to review the draft document and submit comments on the proposed Master Plan Amendments directly to the City of Novi. The following web link was provided by the City of Novi to access the proposed Master Plan Amendment: www.cityofnovi.org/amendments

This review of the draft Master Plan Amendment will go before the Oakland County Coordinating Zoning Committee (CZC) on April 12, 2023. This date falls within the community's specified comment period.

It is assumed that the adjacent Oakland County Communities of Commerce Township, City of Farmington Hills, Lyon Township, Novi Township, City of Northville, City of Walled Lake, West Bloomfield Township, City of Wixom, were notified about the proposed draft Master Plan Amendment and review period by the City of Novi.

Staff Recommendation

Based on the review of the surrounding communities' Master Plans, the City of Novi's Draft Master Plan proposed amendment is **not inconsistent** with the plan of any city, village, or township that received notice of the draft plan. Oakland County has not prepared a countywide development plan, therefore, there is no countywide plan with which to compare the draft amendment.

Summary Analysis of Content

The focus of this report is to present a clear understanding of the proposed amendment and describe changes in border land use through an analysis of the proposed and existing plan. Since the changes to Novi's Master Plan are considered an "amendment", the existing City of Novi Master Plan will be referenced as needed. Recommendations that may help make the document stronger are offered as a result of the analysis. The following is a summary of the City of Novi Draft Master Plan Amendment in its entirety. Our records show that the City of Novi last updated their Master Plan in 2016.

The proposed draft Master Plan Amendment consists of changes to the existing *Future Land Use (FLU)* map and *Residential Density Map*. These changes will amend pages 47 and 48 in the existing 2016 Master Plan.

Future Land Use Changes

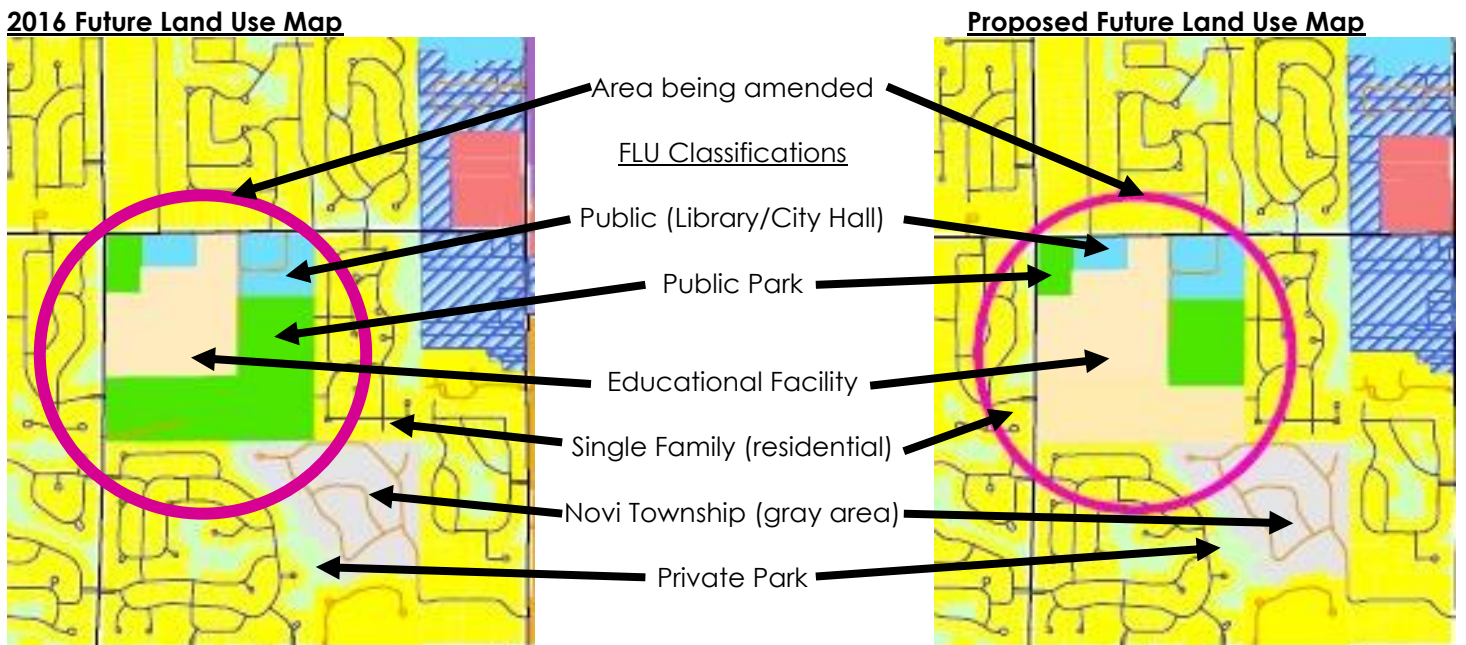
On the FLU map, a few specific properties have been reclassified.

Per the City of Novi's explanation of the amendment, the reasoning for the change in classifications is due to the potential consideration of property exchanges between the City of Novi and Novi Community Schools.

Therefore, there is only a change between two (2) land types of FLU classification on the properties. The descriptions of the FLU designations that are involved in the Master Plan amendment are defined as follows:

1. **Educational Facility:** *This land use is designated for private and public educational facilities. If the area ceases to be considered for educational facility uses, residential uses are appropriate if the area is assigned a density on the Master Plan's Residential Density Map.*
2. **Public Park:** *This land use is designated for public and private parks and open space. If the area ceases to be considered for public and private park or open space uses, residential uses are appropriate if the area is assigned a density on the Master Plan's Residential Density Map.*

There are three (3) areas in the City of Novi with proposed changes to FLU designations. All areas being amended involve a change in designation between two (2) FLU classification types: *Public Park* and *Educational Facility*. This review will focus on only one (1) of the areas because it is the only one to share a municipal border. The area includes a portion of Novi City Hall property which is under the *Public Park* classification which is adjacent to Novi Township and the Novi High School property designated as *Educational Facility*. The current FLU classification along the border of the City of Novi and Novi Township and a map of surrounding designations have been listed below showing the proposed and existing FLU maps for this area.



All FLU classifications surrounding the proposed change from *Public Park* to *Educational Facility* remain to be adjacent to *Public Park*, *Private Park*, *Educational Facility*, and *Single Family* [residential] FLU types. Novi Township continues to have single family residential uses throughout the entirety of the Township's area and along its borders. Oakland County's 2020 aerial data (at left) shows the existing development patterns with the southern portion of the City of Novi property (shown in orange) being reclassified along the township border (shown in blue).

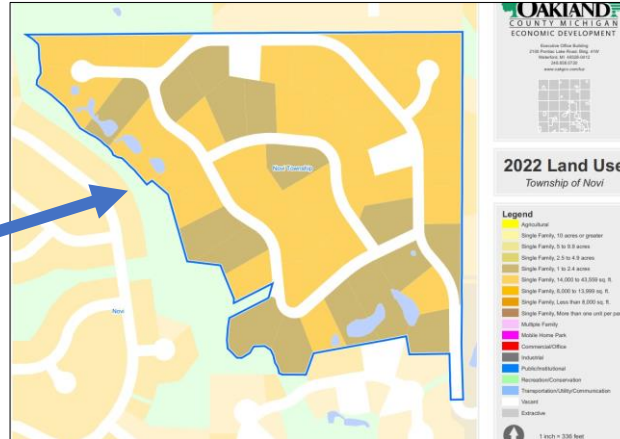
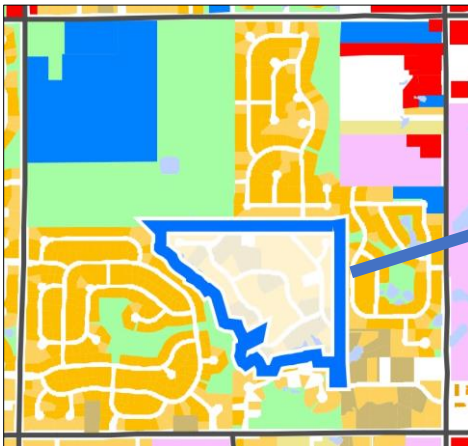


Per the information provided above and noted on the submitted FLU map amendment, indicate that the proposed FLU classifications would continue to allow for single family development which would be one of the most intense uses of the property. It is assumed that the property will continue to be utilized as it is currently but if a rezoning of the property were to happen in the future, all other intensities permitted under the FLU would remain compatible if not, identical to surrounding existing development. The City of Novi has provided a statement in the "Notes" section of the submitted amended maps stating, "[#6] If future conversion of public and private recreation areas to a non-public or

non-recreation area occurs, the intended use is residential at the density identified on the Residential Density Map.” Our analysis finds that **this remains a compatible border.**

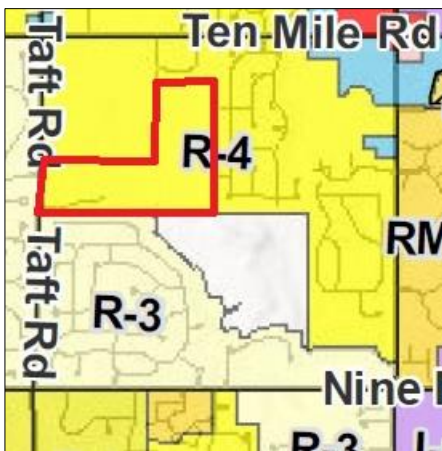
City of Novi – OC ELU Data

Novi Township – OC ELU Data

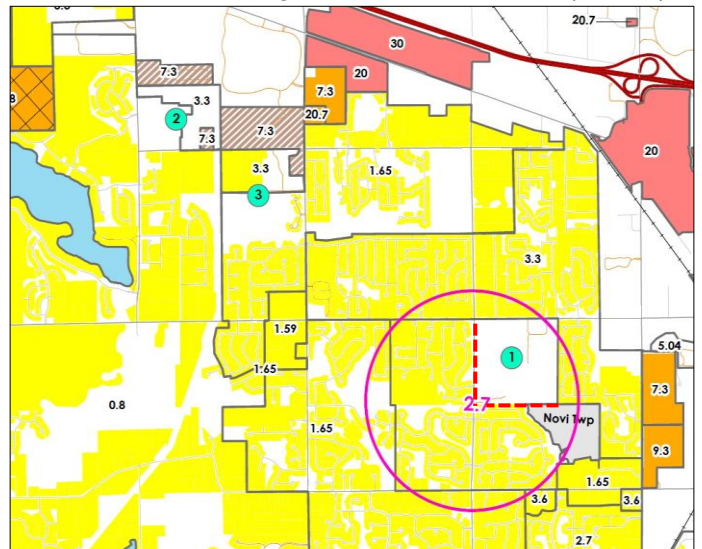


Oakland County's data for Existing Land Uses (ELU) in this area is shown on the left. Data collected through 2022 shows the City of Novi and Novi Township continue to have a majority of “Single Family” residential uses in the area of the subject amendment with other uses (Public/Institutional and

Recreational/Conservation) that replicate the classifications of the FLU map. The surrounding areas of the subject amendment remain consistent with the existing City of Novi Zoning Ordinance. However, the zoning ordinance does not decipher between school property, city property, or recreation/park areas. In this case, the current City of Novi Zoning Map (at left) identifies the subject area to be in the R-4 district. Uses such as schools or parks are permitted within this residential zoning district. This practice is not uncommon in other municipalities within Oakland County and wouldn't necessarily trigger a direct change to the City's zoning map or change on the property.



A second part of the proposed amendment is to update the Master Plan's Residential Density Map. The proposed change to the density map (below) is to include the subject area within the “dwelling units per acre” calculation by removing the boundary around the Novi High School and City of Novi properties. The number of dwellings remain unchanged at 2.7 and given that all areas in the 2016 residential density map included other school properties within the city (which could be associated with the existing zoning and/or existing land uses), this change is viewed as a correction. The map at the right shows the area changed. The red dashed line represents the removal of the calculation border. Novi Township is not included in the City of Novi's density calculations.



The map at the right shows the area changed. The red dashed line represents the removal of the calculation border. Novi Township is not included in the City of Novi's density calculations.

Recommendations

A recommendation has been made in an attempt to strengthen the plan as a usable tool for the community. The following is a staff recommendation for the Master Plan Amendment:

1. Subdivide or administer property line adjustments on properties that have more than one (1) FLU classification. The existing FLU classification pertaining to portions of properties and the proposed changes to the FLU map have the potential to promote the split-zoning of properties. It is recommended that properties be classified in their entirety under one (1) zoning classification. This would protect against a property using arbitrary lines between future zoning classifications. It would further prevent the location of boundaries being left open for interpretation where a zoning designation change is or should be if/when future rezoning cases that aim to follow the FLU map are proposed or required.

Oakland County Technical Assistance

A summary of programs offered by the Oakland County Economic Development Department (OCED) within the Planning & Local Business Development (PLBD) Division that are relevant to City of Novi have been included following the end of this review.

Oakland County Technical Resources

Oakland County compiles existing and future land use statistics for the county as a whole and for each community using generalized land use definitions. These documents have been used within our review and link has been included as reference (below). This information provides a snapshot of the City's existing land use and development patterns.

<https://www.oakgov.com/advantageoakland/planning/services/Pages/%E2%80%8B%E2%80%8BExisting-and-Future-Land-Use-Maps.aspx>

Conclusion Summary

The City of Novi Master Plan Amendment is based on a need to change the future land use classifications for portions of specific properties. Our analysis has found these changes to be acceptable in keeping the existing 2016 Master Plan document relevant and updated. The amendment proposes minimal changes and should have a little to no effect on the adjacent properties and surrounded community of Novi Township as compared to the original FLU classification along that shared border.

While our review has suggested a recommendation that we feel will strengthen the proposed amendment and help to implement the future land use plan, at no point are our recommendations required. Oakland County does not have a Planning Commission or County Master Plan to do a full comparison and contrast of the information submitted to review by the City of Novi. **Our staff review of the proposed Master Plan Amendments and a cursory review of adjacent communities' existing land uses has found that the City of Novi Master Plan Amendment is not inconsistent with any of the adjacent communities.**

The City of Novi has received a copy of this review. There will be a motion made on the recommendations of this review by the CZC on April 12, 2023, after which a copy of this review will be made available to the adjacent communities and any other surrounding jurisdictions that were sent the notification of the proposed plan by Novi. If there are any questions or comments about this review and analysis, please do hesitate to contact me at (248)858-0389 or email me at krees@oakgov.com.

Respectfully,



Scott E. Kree
Senior Planner

CC: Barbra McBeth, Planning & Zoning Director at City of Novi
John Juntunen, Novi Township Supervisor
Ajay Raman, Oakland County Commissioner, District 14
Yolanda Smith Charles, Oakland County Commissioner, CZC Vice-Chair
Phil Weipert, Oakland County Commissioner, CZC Member

Oakland County Planning Resources

The Oakland County Department of Economic Development (OCED), Division of Planning & Local Business Development (PLBD) offers a variety of programs to support Oakland County communities with innovative services and assistance to create attractive destinations in which to live, work and raise a family. The chart below details those programs. Current participation in these programs and opportunities for future involvement are noted on the right of the chart. Additional information on all OCED programs can be found at www.oakgov.com/advantageoakland.

Program	Mission	Novi Opportunities and Current Participation
Environmental Stewardship	Provide information, plans and options to promote conservation of the natural environment while supporting sustainable economic growth, development and redevelopment.	Novi can support development that is cognizant of natural resource protection and management. County staff members are able to act in a supporting capacity with grant application identification, open space protection, and sustainable development practices.
Historic Preservation Assistance	Support local efforts to maintain and enhance architectural and heritage resources through sustainable practices to enrich the quality of life for all.	County staff is able to assist with potential design concepts for adaptive reuse of historic structures within the community.
Land Use & Zoning Services	Prepare and provide land use, zoning and Master Plan reviews for communities to enhance coordination of land use decision-making.	Novi continues to send Master Plan Updates and Amendments to the County for review fulfilling the legislative requirements. Other coordination services are available upon request.
Main Street Oakland County (MSOC)	Help local governments develop their downtowns as vibrant, successful districts that serve as the heart of their community.	Novi is not currently a member of MSOC but is eligible to participate in training and receive technical assistance.
Trail, Water & Land Alliance (TWLA)	Become an informed, coordinated, collaborative body that supports initiatives related to the County's Green Infrastructure Network	The County fully supports the expansion of non-motorized facilities and can aid the community in non-motorized planning efforts through education and the identification of potential funding sources.
Brownfield Redevelopment Authority (OCBRA)	Provide assistance in the County's Brownfield initiative to clean-up and redevelop contaminated properties	The OCBRA can assist and coordinate with the State of Michigan Department of Environment, Great Lakes and Energy (EGLE) along with the Michigan Economic Development Corporation (MEDC), as needed, in an effort to prepare designated brownfields for redevelopment with the County's BRA.

REVISED DRAFT PROPERTY EXCHANGE AGREEMENT



CITY OF NOVI CITY COUNCIL
APRIL 3, 2023

SUBJECT: Approve revised land exchange agreement between the City of Novi and Novi Community School District, subject to approval of final form by the City Manager and City Attorney's Office

SUBMITTING DEPARTMENT: City Manager's

BACKGROUND INFORMATION:

At the November 14, 2022, City Council meeting, Council unanimously approved the Property Exchange Agreement by and Between the City of Novi and the Novi Community School District. A due diligence period was provided to address issues raised by the transfer of City park areas. Since then, the City and the School District have agreed upon a few revisions to address the concerns shared by surrounding neighborhoods. Of particular note is the inclusion of the First Right of Refusal language at the end of the document that allows either party to reacquire the property if the other one decides to sell. Both public entities remained steadfast that the affected properties are intended to remain public property and to continue to be used as recreation/athletic facilities.

The City properties involved (being transferred to the School District) are a portion of the City's Wildlife Woods Park adjacent Novi Middle School (about 23 acres) and an area at the Civic Center/Ella Mae Power Park currently used for School athletic field purposes (about 46 acres). The School properties involved (being transferred to the City) are a small piece of land near Fuerst Park (roughly 1.77 acres) and the so-called Bosco Fields, at 11 Mile and Beck Roads (about 70 acres). There is no compensation or monetary consideration proposed. This is intended to be an exchange of deeds.

The City is still proceeding with the revision process for the Future Land Use Map changes tied to this proposed swap. That 42-day review and comment period will end on April 11, 2023. The City is also starting the text amendment process to confirm the Schools' use of the Civic Center/Ella Mae Power Park property.

RECOMMENDED ACTION: Approve revised land exchange agreement between the City of Novi and Novi Community School District, subject to approval of final form by the City Manager and City Attorney's Office

PROPERTY EXCHANGE AGREEMENT
BY AND BETWEEN
THE CITY OF NOVI AND NOVI COMMUNITY SCHOOL DISTRICT

This Agreement is made as of the date of the last signature below ("Effective Date") by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 ("City") and Novi Community School District, a Michigan general powers school district organized and operating under the Michigan Revised School Code, MCL 380.1, et seq., whose address is 25345 Taft Road, Novi, Michigan 48374 ("District") (collectively, the City and the District, the "Parties," and individually, a "Party").

RECITALS

WHEREAS, the District owns property shown and legally described as "Parcel C" on the survey in **Exhibit 1** ("District High School Property");

WHEREAS, the City owns property adjacent to the District High School Property, which is shown and legally described as "Parcel B" on the survey in **Exhibit 1** ("City Civic Center Property");

WHEREAS, the District owns property shown and legally described as "Parcel B" on the survey in **Exhibit 2** ("District Middle School Property");

WHEREAS, the City owns property adjacent to the District Middle School Property, which is shown and legally described as "Parcel A" on the survey in **Exhibit 2** ("City Wildlife Woods Park Property");

WHEREAS, the District owns property shown and legally described as "Parcel A" on the survey in **Exhibit 3** ("District Bosco Fields Property");

WHEREAS, the District and the City have used portions of each other's properties referenced above pursuant to various agreements between the Parties concerning those properties ("Past Agreements"); and

WHEREAS, the District and the City desire to terminate the Past Agreements and to instead exchange certain properties pursuant to this Agreement without the payment of any monies by either Party to the other. The intention of the Parties is that the properties exchanged pursuant to this Agreement will constitute full and fair consideration.

NOW, THEREFORE, the Parties agree as follows:

1. District Conveyance. The District shall convey to the City (a) a portion of the District High School Property, specifically the portion shown as "Proposed Parcel 1" on the survey in **Exhibit 1** (the "Added Fuerst Park Area Property") and (b) the District Bosco Fields Property by execution and delivery of a warranty deed in substantially the same form and

containing substantially the same terms, reservations, and provisions as the warranty deed attached hereto as **Exhibit 4**.

2. City Conveyance. The City shall convey to the District (a) a portion of the City Civic Center Property, specifically the portion south and southwest of the "proposed property line" shown within the City Civic Center Property on the survey in **Exhibit 1** (the "Added District High School Property") and (b) a portion of the City Wildlife Woods Park Property, specifically the portion shown as "Proposed Parcel 1" on the survey in **Exhibit 2** (the "Added District Middle School Property") by execution and delivery of a warranty deed in substantially the same form and containing substantially the same terms, reservations, and provisions as the warranty deed attached hereto as **Exhibit 5**.

3. Title Work. The Parties have obtained owner's title insurance commitments for this transaction from Amrock Commercial as follows (collectively, the "Title Commitments"):

- (a) District High School Property – commitment no. C000125567-4 dated November 7, 2022, 8:00 AM.
- (b) City Civic Center Property – commitment no. C000125567-5 dated November 7, 2022, 8:00 AM.
- (c) District Middle School Property – commitment no. C000125567-3 dated November 7, 2022, 8:00 AM.
- (d) City Wildlife Woods Park Property – commitment no. C000125567-2 dated November 7, 2022, 8:00 AM.
- (e) District Bosco Fields Property – commitment no. C000125567-1 dated November 7, 2022, 8:00 AM.

The District shall work with Amrock Commercial before Closing to revise (a) the City Civic Center Property title commitment to provide title insurance only for the property portion being conveyed to the District, specifically the Added District High School Property, and (b) the City Wildlife Woods Park Property title commitment to provide title insurance only for the property portion being conveyed to the District, specifically the Added District Middle School Property.

The City shall work with Amrock Commercial before Closing to revise the District High School Property title commitment to provide title insurance only for the property portion being conveyed to the City, specifically the Added City Fuerst Park Area Property and the District Bosco Fields Property.

The Parties shall agree in writing to the title policy amounts for each Title Commitment no later than 90 calendar days after the Effective Date (the "Due Diligence Period"); if the Parties do not agree on the title policy amount for a Title Commitment, then the Parties shall work in good faith to retain an appraiser mutually agreeable to the Parties to determine the value of the applicable property within the Due Diligence Period, and the appraiser's value shall be used as the title policy amount for that Title Commitment. The Parties shall work together in good faith to ensure that the title company providing title insurance policies for this transaction issues title policies in amounts agreed to by the Parties or the amount determined by the appraiser.

The City Civic Center Property title commitment and the City Wildlife Woods Park Property title commitment currently contain title exceptions. During the Due Diligence Period, the District shall have the right to work with Amrock Commercial to remove or revise those title exceptions that the District determines would unreasonably interfere with the District's intended uses of the properties subject to those title commitments. If the District has made an effort to remove or revise those title exceptions within the Due Diligence Period but has not finalized removing or revising those title exceptions within the Due Diligence Period, then the Parties may agree in writing to extend the Due Diligence Period or the District may terminate this Agreement by providing a written termination notice to the City within 10 calendar days of the expiration of the Due Diligence Period; upon such termination, neither Party shall have any further rights or responsibilities under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs (as defined below) for services performed before the termination date.

The District High School Property title commitment and the District Bosco Fields Property title commitment currently contain title exceptions. During the Due Diligence Period, the City shall have the right to work with Amrock Commercial to remove or revise those title exceptions that the City determines would unreasonably interfere with the City's intended uses of the properties subject to those title commitments. If the City has made an effort to remove or revise those title exceptions within the Due Diligence Period but has not finalized removing or revising those title exceptions within the Due Diligence Period, then the Parties may agree in writing to extend the Due Diligence Period or the City may terminate this Agreement by providing a written termination notice to the District within 10 calendar days of the expiration of the Due Diligence Period; upon such termination, neither Party shall have any further rights or responsibilities under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs (as defined below) for services performed before the termination date.

4. Environmental. The Parties ordered and reviewed Phase I Environmental Site Assessment reports for the Added Fuerst Park Area Property, the Added District High School Property, the Added District Middle School Property, and the District Bosco Fields Property (the "New Properties"), which assessments are dated May 5, 2022 and which were subsequently updated (collectively, the "Environmental Assessments"). The Parties are satisfied with the Environmental Assessments.

If Closing does not occur on or before May 4, 2023, then the Parties will order new Phase I Environmental Site Assessment reports for the properties listed in the preceding paragraph (collectively, the "New Environmental Assessments"). The Parties shall have until the expiration of the Due Diligence Period to receive and review the New Environmental Assessments. If the New Environmental Assessments are not received before the expiration of the Due Diligence Period or any of the New Environmental Assessments indicate environmental contamination or recommend further investigation, then the Parties may agree in writing to extend the Due Diligence Period or either Party may terminate this Agreement by providing a written termination notice to the other Party within 10 calendar days of the expiration of the Due Diligence Period; upon such termination, neither Party shall have any

further rights or responsibilities under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs for services performed before the termination date.

5. Surveys. The Parties obtained boundary surveys depicting the properties subject to this transaction, which surveys are attached as **Exhibits 1-3**. Based on the title exceptions in the Title Commitments, the Parties determined to upgrade the boundary surveys in **Exhibits 1-2** to ALTA surveys, which are dated October 4, 2022.

If those ALTA surveys reveal matters other than those depicted on the boundary surveys in **Exhibits 1-2**, then the Parties may agree in writing to extend the Due Diligence Period or either Party may terminate this Agreement by providing a written termination notice to the other Party within 10 calendar days of the expiration of the Due Diligence Period; upon such termination, neither Party shall have any further rights or responsibilities under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs for services performed before the termination date.

6. Transaction Costs. The Parties shall each pay ½ of the due diligence costs for this transaction, which include but may not be limited to the (a) title policies issued pursuant to the Title Commitments, (b) Environmental Assessments, (c) New Environmental Assessments if ordered by the Parties pursuant to Section 4 above, (d) the appraiser's fee if an appraiser is used by the Parties pursuant to Section 3 above, (e) Boundary Surveys and ALTA Surveys referenced in Section 5 above, (f) soil borings for properties subject to this transaction; (g) Plante Moran CRESA fees for this transaction, (h) closing fee imposed by the title company facilitating the Closing, and (i) recording of the warranty deeds in **Exhibits 4-5**, the purchaser's statements in **Exhibits 6-7**, and the Termination Agreement in **Exhibit 8** (collectively, all the costs in this Section 6, the "Transaction Costs"). Transaction Costs do not include attorney fees. Transaction Costs shall be paid at Closing, except as otherwise provided in this Agreement.

7. Representations and Warranties.

The City as to the Added District High School Property and the Added District Middle School Property and the District as to the Added Fuerst Park Area Property and the District Bosco Fields Property each represent and warrant to the other Party as follows:

- (a) To the best of its knowledge, there is no pending litigation affecting all or any part of the properties, or its interest therein.
- (b) There are no unrecorded options, rights of first refusal, licenses, rental agreements, leases or other rights of occupancy outstanding in respect of the properties, except those between the City and the District, which the City and the District shall terminate at Closing.
- (c) To the best of its knowledge, there are no uncorrected violations of any building codes and regulations, health codes or zoning ordinances, or county, state or federal laws or regulations, affecting the property or the use or enjoyment thereof.

- (d) Except as may be disclosed in the Title Commitments, the Environmental Assessments, or the surveys conducted pursuant to Section 5 above, to the best of its knowledge there are no underground storage tanks or hazardous or toxic substances existing on, under, above or upon the property as defined in any federal, state or local law, regulation, rule, statute or directive, nor is there any asbestos or urea formaldehyde foam insulation installed in or upon the properties.
- (e) There are no real estate broker or agent commissions, fees and other charges involved in or attributable to this transaction and conveyance. Acquiring party shall not be responsible for any such brokerage or agent fees, commissions, or other such charges, and it shall to the extent permitted by law indemnify, defend and hold acquiring Party free and harmless from the claims of any broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented it, or otherwise to be entitled to compensation, in connection with this Agreement or in connection with the sale of the properties.

8. Prior Agreements.

The City and the District shall sign the termination agreement attached as **Exhibit 8** at Closing, terminating any prior agreements between the District and the City concerning the City Civic Center Property, the City Wildlife Woods Park Property, the District High School Property, the District Middle School Property, and the District Bosco Fields Property (collectively, the "Current Properties").

9. Land Divisions/City Park Master Plan Designation/Zoning.

The Parties acknowledge that a land division of one or more of the Current Properties will be necessary to complete the transaction contemplated by this Agreement. The District and the City will cooperate during the land division process. The Parties acknowledge and agree that this Agreement is conditioned on the land divisions being granted to the satisfaction of each Party, which shall not be unreasonably withheld, before the time of Closing. The Parties acknowledge that such land divisions may not be granted until the expiration of the Due Diligence Period or any extension thereof. If the land division is not approved to such satisfaction before the time of Closing, then either Party may terminate this Agreement and neither Party shall have any liability or responsibility to the other under this Agreement, except that each Party shall remain responsible for 1/2 of any Transaction Costs for services performed before the termination date.

The Parties also acknowledge that the Added District High School Property or the Added District Middle School Property, or parts thereof, may be a required park under the official master plan of the City. The City shall ensure that as of at least 5 days before Closing, no part of the Added District High School Property or the Added District Middle School Property is a required park under the official master plan of the City and the City shall notify the District of any action taken by the City to effectuate that result. If the City fails to meet the obligation in the preceding sentence, then either Party may terminate this Agreement and neither Party

shall have any liability or responsibility to the other under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs for services performed before the termination date.

The Parties acknowledge that a zoning confirmation and a zoning approval will be necessary to complete the transaction contemplated by this Agreement. Specifically, the District must receive a confirmation from the City that the Added District Middle School property is entirely within the City of Novi Zoning Ordinance ("Ordinance") R-A zoning district and that the Zoning Ordinance does not preclude public school uses within any portion of that property, subject to compliance with all other applicable provisions of the City Code to which the District is subject by law. Additionally, the Added District High School Property is located within the Ordinance R-4 zoning district, which currently does not permit public school uses without further action from the City. The City must approve the use of the District High School Property for public school uses, through a Zoning Ordinance text amendment, a special land use permit, or other action acceptable to the District. The Parties acknowledge and agree that this Agreement is conditioned on the zoning confirmation and the zoning approval being granted to the satisfaction of the District, which shall not be unreasonably withheld, before the time of Closing. If either is not approved to such satisfaction before the time of Closing, then either Party may terminate this Agreement and neither Party shall have any liability or responsibility to the other under this Agreement, except that each Party shall remain responsible for ½ of any Transaction Costs for services performed before the termination date.

10. Other Terms and Conditions. The following additional terms and conditions apply:

- (a) Legal Descriptions. The District and City shall jointly prepare the final legal descriptions for each property subject to this transaction, including the New Properties. Once the legal descriptions for the New Properties have been finalized and agreed to by the Parties, they shall be included in the deeds in **Exhibits 4** and **5**. Following Closing, the Parties shall reasonably cooperate in executing and recording amendments that are necessary, if any, for purposes of replacing legal descriptions of properties subject to this transaction if they contain mutual mistakes and errors that are discovered at or after the Closing.
- (b) Possession. Possession of the New Properties will be delivered at the Closing. The Warranty Deeds and other documents shall be delivered at the Closing.
- (c) Closing. The Closing shall take place at the office of the District's Superintendent. Subject to other terms in this Agreement, the Closing shall take place on a date and time as is mutually agreeable to the Parties; provided, however, that the Closing shall occur not later than 15 calendar days after the expiration of the Due Diligence Period or any

extension thereof ("Closing"). The Parties agree to the following for the purpose of consummating this transaction:

- (i) Each Party shall deliver to the other evidence satisfactory to establish their authority to enter into and consummate this transaction.
 - (ii) Each Party shall pay for all transfer taxes, fees attributable to any parcel split/combine which may have been assessed, and fees and charges of its own representatives, agents, or contractors, for property conveyed by that Party.
 - (iii) Both Parties shall execute, acknowledge and deliver such other instruments, documents and undertakings (in customary form reasonably acceptable to the District and the City) as shall be reasonably necessary in order to fully consummate this Agreement and to bring into effect its intent and purpose, including any required non-foreign affidavits.
 - (iv) All taxes and assessments that have become a lien upon the land as of the date of Closing (if any) shall be paid by the conveying Party. The acquiring Party shall be responsible for the payment of all property taxes falling due after the date of Closing without regard to lien date. The conveying Party shall pay the cost of all utilities and service charges through and including the date of Closing.
- (d) Time is of the essence. At all times under this Agreement where certain time constraints are set forth, the Parties have agreed that TIME IS OF THE ESSENCE and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing.
- (e) Default. In the event of material default by the City under this Agreement, the District may, at its option, elect to enforce the terms hereof or rescind and terminate this Agreement. In the event of a material default by the District, the City may, at its option, elect to enforce the terms hereof or rescind and terminate this Agreement.
- (f) Choice of law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to Agreements made and to be performed in that State. Should any court action be commenced at any time involving or concerning this Agreement, the Parties consent and agree to jurisdiction and venue being in the State of Michigan Circuit Court in Oakland County. In the event any provision of this Agreement or any addendum to this Agreement contains provisions that are contrary to existing law in the State of

Michigan or negate any legal right of a Party under the laws of said state, such provision shall be severed from this Agreement and shall be of no force or effect, but shall not otherwise invalidate the remainder of this Agreement. The Agreement of the Parties in this paragraph shall survive the Closings of this transaction.

- (g) Disclaimer of Warranties. AT CLOSING, EACH PARTY SHALL SIGN A PURCHASER'S STATEMENT. THE PURCHASER'S STATEMENT WILL CONFIRM IN WRITING TO THE OTHER PARTY THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, (A) THE ACQUIRING PARTY HAS INSPECTED THE PARCEL THAT PARTY IS RECEIVING; IS AGREEING TO TAKE THE PARCEL "AS IS" AND IN ITS PRESENT CONDITION; AND THAT THERE ARE NO WRITTEN OR ORAL UNDERSTANDINGS EXCEPT THOSE IN THIS AGREEMENT; AND (B) THE CONVEYING PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WITH REGARD TO THE PROPERTY THAT PARTY IS TRANSFERRING. THE PURCHASER'S STATEMENT TO BE SIGNED BY THE DISTRICT IS IN EXHIBIT 6 AND THE PURCHASER'S STATEMENT TO BE SIGNED BY THE CITY IS IN EXHIBIT 7.
- (h) Legal document; interpretation. THIS IS A LEGAL AND BINDING DOCUMENT, AND BOTH THE DISTRICT AND THE CITY ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO CONSULT AN ATTORNEY TO PROTECT THEIR INTERESTS IN THIS TRANSACTION. WHERE THE TRANSACTION INVOLVES FINANCIAL AND TAX CONSEQUENCES, THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO SEEK THE ADVICE OF THEIR ACCOUNTANT OR FINANCIAL ADVISER. NO PROVISION IN THIS AGREEMENT IS TO BE INTERPRETED FOR OR AGAINST ANY PARTY BECAUSE THAT PARTY OR THAT PARTY'S LEGAL REPRESENTATIVE DRAFTED THE PROVISION. THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THIS TRANSACTION.
- (i) All agreements in writing. THE DISTRICT AND THE CITY AGREE THAT THIS AGREEMENT (AND WRITTEN AND SIGNED ADDENDA, IF ANY) CANNOT BE MODIFIED, ALTERED OR OTHERWISE AMENDED WITHOUT A WRITING BEING DULY APPROVED BY AND SIGNED OR INITIALED, AS THE CASE MAY BE, BY BOTH DISTRICT AND THE CITY.
- (j) Notices. ALL NOTICES AND DEMANDS REQUIRED OR PERMITTED UNDER THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE SERVED PERSONALLY OR BY POSTAGE PREPAID UNITED STATES FIRST CLASS, CERTIFIED (RETURN RECEIPT REQUESTED), OR REGISTERED MAIL, ADDRESSED TO THE PARTY AT THE ADDRESS INDICATED ON PAGE 1 HEREOF OR TO SUCH OTHER PLACE AS MAY BE DESIGNED BY NOTICE GIVEN IN ACCORDANCE WITH THIS SECTION. IT IS AGREED TO BY THE PARTIES THAT NOTICES REQUIRED HEREUNDER MAY, BUT

ARE NOT REQUIRED TO, BE DELIVERED BY FACSIMILE (FAX) COPY TO THE PARTIES OR THEIR AGENTS PROVIDED A HARD COPY (ORIGINALLY SIGNED COPY) IS MAILED OR DELIVERED IN A TIMELY MANNER. IF FAXED, THE DATE AND TIME OF THE RECEIPT OF THE FAX SHALL BE THE DATE AND TIME OF SAID OFFER, ACCEPTANCE OR NOTICE. IF NOT FAXED, NOTICE SHALL BE DEEMED TO HAVE BEEN GIVEN ON THE EARLIER OF (A) THE DATE OF PERSONAL DELIVERY, (B) THE DATE WHEN RECEIVED, OR (C) ONE (1) DAY AFTER MAILING IF MAILED IN THE STATE OF MICHIGAN. THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THIS TRANSACTION.

- (k) Grammar and headings. WHENEVER WORDS HEREIN ARE USED IN THE MASCULINE, THEY SHALL BE READ IN THE FEMININE OR NEUTER WHENEVER THEY WOULD SO APPLY AND VICE VERSA, AND WORDS IN THIS AGREEMENT THAT ARE SINGULAR SHALL BE READ AS PLURAL WHENEVER THE LATTER WOULD SO APPLY AND VICE VERSA. THE HEADINGS CONTAINED HEREIN ARE FOR THE CONVENIENCE OF THE PARTIES AND ARE NOT TO BE USED IN CONSTRUING THE PROVISIONS OF THIS AGREEMENT.
- (l) Entire agreement. THE DISTRICT AND THE CITY AGREE THAT THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THEM REGARDING THE TRANSACTION DESCRIBED HEREIN AND THAT THERE ARE NO AGREEMENTS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS THAT HAVE BEEN RELIED UPON BY THEM THAT ARE NOT STATED IN THIS AGREEMENT.
- (m) Counterparts. The Agreement may be executed in any number of counterparts, none of which need be executed by all the parties hereto, each of which shall be deemed an original, and all of which when taken together shall constitute one in the same instrument. Each Exhibit attached hereto shall be a part of this Agreement, as if the content thereof was fully set forth in the body of the Agreement.
- (n) City First Right of Refusal. If the District determines to sell the Added District High School Property, the Added District Middle School Property, or any part of those properties after Closing (the property to be sold, the "District Transfer Property"), the City shall have a right of first refusal to purchase the District Transfer Property for its then fair market value. If the District determines to sell the District Transfer Property, the District shall provide the City with written notice. The City shall have thirty (30) days after receipt of that written notice to notify the District in writing if it desires to purchase the District Transfer Property for its then fair market value. If so, the Parties will negotiate in good faith to determine the fair market value of the District Transfer Property for a period of ten (10) days following the District's receipt of such notice. If the Parties are

unable to reach an agreement as to the fair market value within such ten (10) day period, the District, at its expense, shall obtain an appraisal from a qualified appraiser (for purposes of this paragraph only, the "District Appraisal") within thirty (30) days of the expiration of such ten (10) day period. If the City disagrees with the District Appraisal, the City shall, at its expense, obtain an appraisal from a qualified appraiser (for purposes of this paragraph only, the "City Appraisal") within thirty (30) days from its receipt of the District Appraisal. If the Parties still fail to agree upon the fair market value of the District Transfer Property, within ten (10) days from the date of the City Appraisal, the Parties agree to jointly hire a third appraiser who will determine the final fair market value of the District Transfer Property. Each Party shall pay one-half (1/2) of the cost of the third appraisal. Upon final determination of the fair market value of the District Transfer Property (either by Party agreement or by the third appraiser), the Parties shall negotiate in good faith a purchase agreement for the sale of the District Transfer Property to the City. If after ninety (90) days following the final determination of fair market value the Parties do not sign a final purchase agreement for the District Transfer Property following such good faith negotiations, then the District may sell the District Transfer Property to a third-party. This right of first refusal shall be included in the deed conveying the District Added Middle School Property and the Added High School Property to the District. This paragraph shall survive Closing.

- (o) District First Right of Refusal. If the City determines to sell the Added Fuerst Park Area Property, District Bosco Fields Property, or any part of those properties after Closing (the property to be sold, the "City Transfer Property"), the District shall have a right of first refusal to purchase the City Transfer Property for its then fair market value. If the City determines to sell the City Transfer Property, the City shall provide the District with written notice. The District shall have thirty (30) days after receipt of that written notice to notify the City in writing if it desires to purchase the City Transfer Property for its then fair market value. If so, the Parties will negotiate in good faith to determine the fair market value of the City Transfer Property for a period of ten (10) days following the City's receipt of such notice. If the Parties are unable to reach an agreement as to the fair market value within such ten (10) day period, the City, at its expense, shall obtain an appraisal from a qualified appraiser (for purposes of this paragraph only, the "City Appraisal") within thirty (30) days of the expiration of such ten (10) day period. If the District disagrees with the City Appraisal, the District shall, at its expense, obtain an appraisal from a qualified appraiser (for purposes of this paragraph only, the "District Appraisal") within thirty (30) days from its receipt of the City Appraisal. If the Parties still fail to agree upon the fair market value of the City Transfer Property, within ten (10) days from the date of the District Appraisal, the Parties agree to jointly hire a third

appraiser who will determine the final fair market value of the City Transfer Property. Each Party shall pay one-half (1/2) of the cost of the third appraisal. Upon final determination of the fair market value of the City Transfer Property (either by Party agreement or by the third appraiser), the Parties shall negotiate in good faith a purchase agreement for the sale of the City Transfer Property to the District. If after ninety (90) days following the final determination of fair market value the Parties do not sign a final purchase agreement for the City Transfer Property following such good faith negotiations, then the City may sell the City Transfer Property to a third-party. This right of first refusal shall be included in the deed conveying the Added Fuerst Park Area Property and the District Bosco Fields Property to the City. This paragraph shall survive Closing.

- (p) Tree Ordinances. In using the District Added High School Property and the District Added Middle School Property, the District shall comply with any applicable City tree ordinances, to the extent that the District is legally required to comply with such ordinances. This paragraph shall survive Closing.
- (q) Personal Property. For 180 days after Closing, the District shall have the right to enter the District Bosco Fields Property during reasonable times to retrieve District personal property from storage facilities located on the District Bosco Fields property. This paragraph shall survive Closing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers.

CITY OF NOVI

By: Robert Gatt
Its: Mayor
Date: _____, 2023

By: Cortney Hanson
Its: City Clerk
Date: _____, 2023

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by Robert Gatt, Mayor, and Cortney Hanson, Clerk, on behalf of the City of Novi, on the ____ day of _____, 2023.

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

[Signatures Continued on Next Page]

EXHIBIT 1

District High School Property and City High School Property Survey

EXHIBIT 2

District Middle School Property and City Middle School Property Survey

EXHIBIT 3

Bosco Fields Property Survey

EXHIBIT 4

WARRANTY DEED

Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Grantor") conveys and warrants to the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 ("Grantee"), property legally described as follows:

[Insert Legal Description]

(the "Property"), which is Parcel No. [Insert], including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining for the sum of one dollar (\$1.00) and other good and valuable consideration.

This conveyance is subject to:

1. Building and zoning laws, ordinances, and regulations;
2. Rights of the public and any governmental authority in any part of the land taken, deeded, or used as a street, road, or highway;
3. recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
4. all other rights, restrictions, reservations, easements, and other matters of record disclosed in the Commitment for Title Insurance issued by _____, Commitment No. _____, dated _____ at _____ a.m./p.m.

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

First Right of Refusal. If the Grantee determines to sell the Property or any part of the Property (the property to be sold, the "City Transfer Property"), the Grantor shall have a right of first refusal to purchase the City Transfer Property for its then fair market value. If the Grantee determines to sell the City Transfer Property, the Grantee shall provide the Grantor with written notice. The Grantor shall have thirty (30) days after receipt of that written notice to notify the Grantee in writing if it desires to purchase the City Transfer

Property for its then fair market value. If so, the parties will negotiate in good faith to determine the fair market value of the City Transfer Property for a period of ten (10) days following the Grantee's receipt of such notice. If the parties are unable to reach an agreement as to the fair market value within such ten (10) day period, the Grantee, at its expense, shall obtain an appraisal from a qualified appraiser (the "City Appraisal") within thirty (30) days of the expiration of such ten (10) day period. If the Grantor disagrees with the City Appraisal, the Grantor shall, at its expense, obtain an appraisal from a qualified appraiser (the "District Appraisal") within thirty (30) days from its receipt of the City Appraisal. If the parties still fail to agree upon the fair market value of the City Transfer Property, within ten (10) days from the date of the District Appraisal, the parties agree to jointly hire a third appraiser who will determine the final fair market value of the City Transfer Property. Each party shall pay one-half (1/2) of the cost of the third appraisal. Upon final determination of the fair market value of the City Transfer Property (either by party agreement or by the third appraiser), the parties shall negotiate in good faith a purchase agreement for the sale of the City Transfer Property to the Grantor. If after ninety (90) days following the final determination of fair market value the parties do not sign a final purchase agreement for the City Transfer Property following such good faith negotiations, then the Grantee may sell the City Transfer Property to a third-party. This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

[Signature on Next Page]

GRANTOR:

**NOVI COMMUNITY SCHOOL DISTRICT,
a Michigan general powers school district**

Dated: _____, 2023

By: **(For Execution at Closing)**
Ben Mainka

Its: Superintendent

Acknowledged before me in _____ County, Michigan, this ____ day of _____, 2023 by Ben Mainka, Superintendent, Novi Community School District, a Michigan general powers school district.

_____(signature)
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of: _____

When Recorded Return To:	Send Subsequent Tax Bills To:	Prepared By (Without Opinion):
Grantee	Grantee	Piotr M. Matusiak, Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

EXHIBIT 5

WARRANTY DEED

The City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 ("Grantor") conveys and warrants to Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Grantee"), property legally described as follows:

[Insert Legal Description]

(the "Property"), which is Parcel No. [Insert], including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining for the sum of one dollar (\$1.00) and other good and valuable consideration.

This conveyance is subject to:

1. Building and zoning laws, ordinances, and regulations;
2. Rights of the public and any governmental authority in any part of the land taken, deeded, or used as a street, road, or highway;
3. recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
4. all other rights, restrictions, reservations, easements, and other matters of record disclosed in the Commitment for Title Insurance issued by _____, Commitment No. _____, dated _____ at _____ a.m./p.m.

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. The Property may be located within the vicinity of farmland or a farm operation.

Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

First Right of Refusal. If the Grantee determines to sell the Property or any part of the Property (the property to be sold, the "District Transfer Property"), the Grantor shall have a right of first refusal to purchase the District Transfer Property for its then fair market value. If the Grantee determines to sell the District Transfer Property, the Grantee shall provide the Grantor with written notice. The Grantor shall have thirty (30)

days after receipt of that written notice to notify the Grantee in writing if it desires to purchase the District Transfer Property for its then fair market value. If so, the parties will negotiate in good faith to determine the fair market value of the District Transfer Property for a period of ten (10) days following the Grantee's receipt of such notice. If the parties are unable to reach an agreement as to the fair market value within such ten (10) day period, the Grantee, at its expense, shall obtain an appraisal from a qualified appraiser (the "District Appraisal") within thirty (30) days of the expiration of such ten (10) day period. If the Grantor disagrees with the District Appraisal, the Grantor shall, at its expense, obtain an appraisal from a qualified appraiser (the "City Appraisal") within thirty (30) days from its receipt of the District Appraisal. If the parties still fail to agree upon the fair market value of the District Transfer Property, within ten (10) days from the date of the City Appraisal, the parties agree to jointly hire a third appraiser who will determine the final fair market value of the District Transfer Property. Each party shall pay one-half (1/2) of the cost of the third appraisal. Upon final determination of the fair market value of the District Transfer Property (either by party agreement or by the third appraiser), the parties shall negotiate in good faith a purchase agreement for the sale of the District Transfer Property to the Grantor. If after ninety (90) days following the final determination of fair market value the parties do not sign a final purchase agreement for the District Transfer Property following such good faith negotiations, then the Grantee may sell the District Transfer Property to a third-party.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

[Signature on Next Page]

GRANTOR:

**CITY OF NOVI,
a Michigan municipal corporation**

Dated: _____, 2023

By: **(For Execution at Closing)**
[Printed Name]

Its: _____

Acknowledged before me in _____ County, Michigan, this _____ day of _____, 2023 by _____, _____, City of Novi, a Michigan municipal corporation.

_____(signature)
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of: _____

When Recorded Return To:	Send Subsequent Tax Bills To:	Prepared By (Without Opinion):
Grantee	Grantee	Piotr M. Matusiak, Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

EXHIBIT 6

PURCHASER'S STATEMENT

Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Purchaser") is purchasing from the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 (the "Seller"), the following described premises situated in the City of Novi, Oakland County, Michigan:

[Insert Legal Description]

Tax Identification No. _____ (the "Property").

Subject to any terms to the contrary in the Property Exchange Agreement between the Purchaser and Seller dated _____, 2023, the Purchaser confirms, acknowledges, and agrees that:

- (1) It has inspected the Property and agrees to take the Property "as is" with all personal property and debris and in its present condition.
- (2) There are no other or additional written or oral understandings and that the Seller disclaims any and all warranties of any kind with regards to the Property.

The provisions stated above shall survive closing.

[Signature on the Following Page]

PURCHASER:

**NOVI COMMUNITY SCHOOL DISTRICT, a
Michigan general powers school district**

Signature: **(For Execution at Closing)**

Printed Name: Ben Mainka

Its: Superintendent

Dated: _____, 2023

The foregoing was acknowledged before me in _____, County, Michigan,
this ____ day of _____, 2023, by Ben Mainka, Superintendent, Novi Community
School District, a Michigan general powers school district.

_____(signature)

_____(printed)

Notary Public, _____County, Michigan

My Commission Expires: _____

Acting in the County of: _____

**Prepared by and after
recording return to:**

Piotr M. Matusiak, Esq.

Thrun Law Firm, P.C.

P.O. Box 2575

East Lansing, Michigan 48826-2575

EXHIBIT 7

PURCHASER'S STATEMENT

The City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 (the "Purchaser") is purchasing from Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Seller"), the following described premises situated in the City of Novi, Oakland County, Michigan:

[Insert Legal Description]

Tax Parcel Identification No. _____ (the "Property").

Subject to any terms to the contrary in the Property Exchange Agreement between the Purchaser and Seller dated _____, 2023, the Purchaser confirms, acknowledges, and agrees that:

- (1) It has inspected the Property and agrees to take the Property "as is" with all personal property and debris and in its present condition.
- (2) There are no other or additional written or oral understandings and that the Seller disclaims any and all warranties of any kind with regards to the Property.

The provisions stated above shall survive closing.

[Signature on the Following Page]

**CITY OF NOVI,
a Michigan municipal corporation**

Dated: _____, 2023

By: **(For Execution at Closing)**
[Printed Name]

Its: _____

Acknowledged before me in _____ County, Michigan, this _____ day of _____, 2023 by _____, _____, City of Novi, a Michigan municipal corporation.

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

Prepared by and after recording return to:

Piotr M. Matusiak, Esq.,
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

EXHIBIT 8

TERMINATION AGREEMENT

This Termination Agreement is entered into by and between Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("District") and the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 ("City").

WHEREAS, the District owns Property assigned Tax Parcel No. 22-27-100-007 and legally described in Attachment A hereto;

WHEREAS, the City owns property assigned Tax Parcel No. 22-27-100-005 and legally described in Attachment A hereto;

WHEREAS, the District owns Property assigned Tax Parcel No. 22-17-300-017 and legally described in Attachment A hereto;

WHEREAS, the City owns Property assigned Tax Parcel No. 22-17-300-016 and legally described in Attachment A hereto;

WHEREAS, the District owns Property assigned Tax Parcel No. 20-20-200-011 and legally described in Attachment A hereto (the property referenced in this whereas clause and all the preceding whereas clauses, collectively, the "Properties");

WHEREAS, the District and the City have entered into various agreements with each other concerning the Properties, which agreements were entered into before [Insert Closing Date] (the "Prior Agreements");

WHEREAS, the District and the City have entered into a Property Exchange Agreement dated [Insert Date] and have exchanged properties pursuant to that agreement (the "Property Exchange"); and

WHEREAS, given the Property Exchange, the Parties have determined that it is no longer necessary to maintain the Prior Agreements.

NOW THEREFORE, for the consideration of \$1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both the District and the City, the parties agree as follows:

1. Termination. The District and the City hereby terminate the Prior Agreements in their entirety effective immediately and neither the District nor the City shall have any further rights or obligations pursuant to those Prior Agreements.

2. Counterparts. This Termination Agreement may be executed in several counterparts, each of which may be deemed as original, and all of such counterparts together shall constitute one and the same Termination Agreement. Facsimile signatures shall be binding.
3. Governing Terms. In the event of any inconsistency between the terms of this Termination Agreement and the Prior Agreements, this Termination Agreement shall govern.
4. Governing Law. This Termination Agreement shall be construed, interpreted, and enforced under the laws of the State of Michigan.
6. No Construction Against Drafting Party. This Termination Agreement shall not be more strictly construed against, nor shall any ambiguities within this Termination Agreement be resolved against, a Party because that Party's participation in the drafting of this Termination Agreement.
7. Entire Agreement. This Termination Agreement constitutes the entire agreement between the District and the City. None of the terms of this Termination Agreement may be modified or amended in any way except by an instrument in writing executed by an authorized representative of the District and the City.

**NOVI COMMUNITY SCHOOL DISTRICT, a
Michigan general powers school district**

Signature: **(For Execution at Closing)**

Printed Name: Ben Mainka

Its: Superintendent

Dated: _____, 2023

CITY OF NOVI, a Michigan municipal corporation

Dated: _____, 2023

By: **(For Execution at Closing)**
[Printed Name]

Its: _____

Prepared by and after recording return to:

Piotr M. Matusiak, Esq.,
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

Attachment A to Termination Agreement

Property Legal Descriptions