

cityofnovi.org

## CITY of NOVI CITY COUNCIL

Agenda Item G  
January 11, 2016

**SUBJECT:** Approval of the request of the applicant, ACR Investments, for a two-year extension to the termination date provided in the PRO Agreement for Triangle Place, JSP13-53, a 2,575 square foot office or retail development, proposed to be located on a 0.48 acre parcel of land located on the east side of Haggerty Road, north of Eight Mile Road.

**SUBMITTING DEPARTMENT:** Community Development Department - Planning *Bauh*

**CITY MANAGER APPROVAL:** *[Signature]*

### BACKGROUND INFORMATION:

In 2007, the City Council approved a request for a Planned Rezoning Overlay (PRO) Agreement and conceptual plan for Triangle Place, the development of an office or retail building. The parcel is vacant land located on the east side of Haggerty Road, north of Eight Mile Road, in Section 36. The property totals 0.48 acres and contains an existing 20' wide utility easement which runs north and south through the center of the property. The PRO agreement accompanied a rezoning request from FS, Freeway Service, to B-3, General Business.

As part of the PRO, the applicant is required to provide a public benefit that would demonstrate more than just the usual benefits associated with standard rezoning and development of the property. The public benefit offered by the developer is to extend the public sidewalk along the property to the south for a distance of approximately 180 feet to connect to the existing Taco Bell sidewalk, with additional landscaping to be provided within the right-of-way, or will provide landscaping along the City-owned detention basin property to the west. Conceptual plans are attached as "Exhibit B" to the agreement.

The City Council approved the PRO request on August 13, 2007 and approved the PRO Agreement on December 17, 2007. The PRO was recorded on May 30, 2008, its effective date for purposes of approval extensions. Permits have not been issued and construction has not begun.

The City Council may grant an extension of the Rezoning with Planned Rezoning Overlay for a period of up to two (2) years, and may grant at the conclusion of such extension additional subsequent extensions for similar periods of time. In determining whether good cause exists for an extension, the City Council shall consider the following factors:

- (i) The applicant has demonstrated that required utility services have been delayed;
- (ii) The applicant has demonstrated that technical reviews of the final site plan (e.g., related to engineering approvals or approvals by other agencies) have raised unforeseen development delays;
- (iii) The applicant has demonstrated that unforeseen economic events or conditions have caused delays;

- (iv) The approved PRO Plan to be extended is in compliance with all current site plan criteria and current ordinances, laws, codes, and regulations;
- (v) There is no pending zoning ordinance amendment that would otherwise substantially change the requirements of final site plan approval for the approved PRO Plan.

The City Council previously granted a one-year extension of the PRO on May 3, 2010, May 23, 2011 and August 13, 2012. The applicant received Preliminary Site Plan approval on August 28, 2013, and submitted for Final Site Plan review in August 2014. The project did not move forward to final approval due to pending issues with the design.

The applicant has provided the attached letter requesting a fifth one-year extension to the approval. The letter cites that the existing gas line that bisects the site is restricting construction of storm water management measures on the site. The applicant also stated that they have been trying to look into alternatives for storm water management on- and off-site. The applicant is currently working with the City Engineering Division and believes that a resolution to the issues is forthcoming, and that the project will move forward with revised site plans in the near future. The previous two year extension granted on August 13, 2012 expired on May 30, 2014, but the request to extend the approval of the rezoning had not been presented to the City Council for consideration of another extension.

Given that the applicant has demonstrated that the technical reviews of the site plan related to engineering approvals have raised unforeseen development delays, and the relatively small size of the project, Staff is recommending a two-year extension (from the date of the last extension) of the PRO Agreement, until May 30, 2016. Staff believes that this would expedite the review process for the applicant at this point, as compared to starting the rezoning process over again.

**RECOMMENDED ACTION:** Approval of the request of the applicant, ACR Investments, for a two-year extension to the termination date provided in the PRO Agreement for Triangle Place, until May 30, 2016 for JSP 13-53, a 2,575 square foot office or retail development, proposed to be located on a 0.48 acre parcel of land located on the east side of Haggerty Road, north of Eight Mile Road.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

**APPLICANT LETTER**

ACR INVESTMENTS, LLC

2617 Beacon Hill Drive  
Auburn Hills, Michigan 48326

January 4, 2016

Members of City Council  
City of Novi  
Ms. Sir Komaragiri  
Planner  
45175 West Ten Mile Road  
Novi, Michigan 48375

Subject: Triangle Place  
PRO Extension

Dear Ladies & Gentlemen:

We humbly request that the PRO approval for the Triangle Place Development on Haggerty Road, just north of 8 Mile Road be extended.

Our site is very restricted due a gas pipeline that bisects the site in which no significant earth cutting can occur. This has required that we design an underground storm detention system to manage our stormwater. We have not been able to satisfy the City Engineering Department's concerns for this system to date. Recently, it appears that the adjacent storm detention basin can be used for at least a portion of our stormwater management system. With this breakthrough, we should be able to complete the stormwater engineering design the City Engineering Department's satisfaction.

Sincerely

ACR Investments, LLC  
  
Anthony Randazzo, Member

LOCATION MAP

# Triangle Place PRO

Location



Map Author: Kristen Kapelanski  
 Date: 08-03-12  
 Project: Triangle Place PRO  
 Version #: 1.0

**Map Legend**

■ Subject Property



**City of Novi**  
 Planning Division  
 Community Development  
 45175 W. Ten Mile Rd.  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)



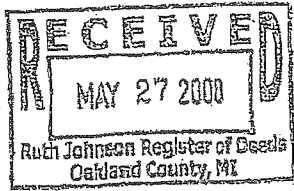
1 inch = 125 feet

Map information is provided as a guide only. It is not intended to be used as a legal document. The user assumes all liability for any use of the information. The City of Novi is not responsible for any errors or omissions. The City of Novi is not responsible for any damages or losses resulting from the use of this information. The City of Novi is not responsible for any damages or losses resulting from the use of this information. The City of Novi is not responsible for any damages or losses resulting from the use of this information.

**APPROVED PRO AGREEMENT**

LIBER 40345 PG 245

107141  
LIBER 40245 PAGE 245  
\$62.00 MORTGAGE  
\$4.00 RECORREMENTATION  
05/30/2008 09:28:36 A.M. RECEIPT# 48762  
PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS



PLANNED REZONING OVERLAY (PRO) AGREEMENT  
HAGGERTY ROAD DEVELOPMENT

AGREEMENT, by and among ACR Investments, LLC, a Michigan limited liability company whose address is 2517 Beacon Hill, Auburn Hills, MI 48326 (referred to as "Developer"); and Jeffrey Rotberg, whose address is 2640 Heathfield Road, Bloomfield Hills, MI 48301 ("Fee Owner"); and the City of Novi, 45175 West Ten Mile Road, Novi, MI 48375-3024 ("City").

RECITATIONS:

- I. Fee Owner is the fee owner of the "Land" described on Exhibit A, attached and incorporated herein. Developer has an option to purchase the Land. Fee Owner and Developer shall be referred to jointly in this Agreement as the Owner. The representations contained herein and the Undertakings set forth shall apply with equal force and effect as to each.
- II. For purposes of improving and using the Land for an approximately 2,500 square foot office or retail building, Owner petitioned the City for an amendment of the Zoning Ordinance, as amended, so as to reclassify the Land from FS, Freeway Service District, to B-3, General Business District. The FS classification shall be referred to as the "Existing classification" and B-3 shall be referred to as the "Proposed Classification."
- III. The Proposed Classification would provide the Owner with certain material development options not available under the Existing Classification, and would be a distinct and material benefit and advantage to the Owner.
- IV. The City has reviewed and approved the Owner's proposed petition to amend the zoning district classification of the Land from the Existing Classification to the Proposed Classification under the terms of the Planned Rezoning Overlay (PRO) provisions of the City's Zoning Ordinance; has reviewed the Owner's proposed PRO Plan (including building façade, elevations, and design) attached hereto and incorporated herein as Exhibit B (the "PRO Plan"), which is a conceptual or illustrative plan for the potential development of the Land under the Proposed Classification, and not an approval to construct the proposed improvements as

*Handwritten initials*

*Handwritten initials in a circle*

OK.-AN.



shown; and has further reviewed the proposed PRO conditions offered or accepted by the Owner.

- V. In proposing the Proposed Classification to the City, Owner has expressed as a firm and unalterable intent that Owner will develop and use the Land in conformance with the following undertakings by Owner, as well as the following forbearances by the Owner (each and every one of such undertakings and forbearances shall together be referred to as the "Undertakings"):
- A. Owner shall develop and use the Land solely for an approximately 2,500 square foot office or retail building (with appropriate parking and site improvements), to the extent permitted under the Proposed Classification. Owner shall forbear from developing and/or using the Land in any manner other than as authorized and/or limited by this Agreement.
  - B. Owner shall develop the Land in accordance with all applicable laws and regulations, and with all applicable ordinances, including all applicable height, area, and bulk requirements of the Zoning Ordinance as relates to the Proposed Classification, except as expressly authorized herein. The PRO Plan is acknowledged by both the City and Owner to be a conceptual plan for the purpose of depicting the general area contemplated for development. Some deviations from the provisions of the City's ordinances, rules, or regulations are depicted in the PRO Plan are approved by virtue of this Agreement; however, except as to such specific deviations enumerated herein the Owner's right to develop the office or retail building under the requirements of the Proposed Classification shall be subject to and in accordance with all applications, reviews, approvals, permits, and authorizations required under applicable laws, ordinances, and regulations, including, but not limited to, site plan approval, storm water management plan approval, woodlands and wetlands permits, façade approval, landscape approval, and engineering plan approval, except as expressly provided in this Agreement. The building design, façade, and elevations shall be substantially similar (as determined by the City) to that submitted as part of the Owner's final approval request, as depicted in Exhibit B.
  - C. In addition to any other ordinance requirements, Owner shall seek, obtain approval for, and use best management practices and efforts with respect to all storm water and soil erosion requirements and measures throughout the site during the design and construction phases, and subsequent use, of the development contemplated in the Proposed Classification.
  - D. The following deviations from the standards of the zoning ordinance are hereby authorized pursuant to §3402.D.1.c of the City's zoning ordinance.

1. A 16-foot rear yard setback deviation (20 feet required, 4 feet provided).
2. A 10-foot deviation for front yard parking setback (20 feet required, 10 feet provided).
3. A 6-foot deviation for rear yard parking setback (10 feet required, 4 feet provided).
4. Placement of the loading zone on the west side of the building in the front yard (rear yard placement required under §2507 of the zoning ordinance).
5. At the Owner's option, but subject to approval by the City, either a screening wall in lieu of the required berm (wall to be 6 feet high and constructed of decorative masonry or brick matching the building façade materials) or landscaping to provide an aesthetically appropriate screening or separation.
6. Placement of a 10-foot wide greenbelt along the northern most side of the parking lot, rather than the 20-foot greenbelt (with 3-foot high berm with 2-foot wide crest) along the Haggerty Road frontage of the parking lot.

E. The following PRO Conditions shall apply to the Land and/or be undertaken by Owner:

1. The following principal permitted uses and/or special uses listed in the B-3 zoning district regulations are *not permitted* on the property:
  - \* Off-street parking lots
  - \* Restaurants having the character of a drive in or having a drive-through window
  - \* Theaters, assembly halls, concert halls, museums or similar places of assembly when conducted completely within enclosed buildings
  - \* Business schools and colleges or private schools operated for profit
  - \* Day Care Centers and Adult Day Care Centers
  - \* Private clubs, fraternal organizations, and lodge halls
  - \* Hotels and motels
  - \* Mortuary establishments
  - \* Auto wash
  - \* Bus passenger stations
  - \* New and used car salesroom, showroom, or office
  - \* Tattoo parlors
  - \* Outdoor space for exclusive sale of new or used automobiles, campers, recreation vehicles, mobile homes, or rental of trailers or automobiles
  - \* Businesses in the character of a drive-in or open front store

- Plant materials nursery for the retail sale of plant materials and sales of lawn furniture, playground equipment and garden supplies
  - Public or private indoor recreational facilities
  - Mini-lube or quick oil change establishments
  - Gasoline service station and automobile repair
  - Motels, hotels, and transient lodging facilities
2. Owner shall extend public sidewalk for approximately 180 linear feet along the adjacent property to the south of the subject property to complete the sidewalk connection, as shown on the PRO plan.
  3. Owner shall provide additional landscaping along the adjacent property (if permitted by the adjacent property owner) as shown on the PRO plan. If the adjacent property owner does not allow such landscaping, Owner shall provide an equivalent amount of landscaping along City-owned property on the west side of Haggerty Road, as shown on the attached alternate plan, Exhibit C. After the maintenance and guarantee period for such landscaping, Owner shall not be responsible for its maintenance or upkeep.
  4. If Owner is able to secure approval to discharge stormwater from the Land to the stormwater retention area on the west side of Haggerty Road (as opposed to dealing with it through typical on-site retention), Owner shall extend the public sidewalk approximately 500 linear feet along the City-owned property on the west side of Haggerty Road, as shown on the PRO plan.

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

1. Upon the Proposed Classification becoming final following entry into this Agreement:
  - a. The Undertakings shall be carried out by Owner on and for the Land;
  - b. Owner shall act in conformance with the Undertakings;
  - c. The Owner shall forbear from acting in a manner inconsistent with the Undertakings; and
  - d. The Owner shall commence and complete all actions necessary to carry out all of the PRO Conditions.
2. In the event Owner attempts to or proceeds with actions to complete improvement of the Land in any manner other than as an approximately 2,500 square foot office or commercial building as shown on Exhibit B, the City shall be authorized to

revoke all outstanding building permits and certificates of occupancy issued for such building and use.

3. Owner acknowledges and agrees that the City has not required the Undertakings. The Undertakings have been voluntarily offered by Owner in order to provide an enhanced use and value of the Land, to protect the public safety and welfare, and to induce the City to rezone the Land to the Proposed Classification so as to provide material advantages and development options for the Owner.
4. All of the Undertakings represent actions, improvements, and/or forbearances that are directly beneficial to the Land and/or to the development of and/or marketing of the office or retail building on the Land. The burden of the Undertakings on the Owner is roughly proportionate to the burdens being created by the development, and to the benefit which will accrue to the Land as a result of the requirements represented in the Undertakings.
5. In addition to the provisions in Paragraph 2, above, in the event the Owner, or its respective successors, assigns, and/or transferees proceed with a proposal for, or other pursuit of, development of the Land in a manner which is in material violation of the Undertakings, the City shall, following notice and a reasonable opportunity to cure, have the right and option to take action using the procedure prescribed by law for the amendment of the Master Plan and Zoning Ordinance applicable to the Land to amend the Master Plan and zoning classifications of the Land to a reasonable classification determined appropriate by the City, and neither the Owner nor its respective successors, assigns, and/or transferees, shall have any vested rights in the Proposed Classification and/or use of the Land as permitted under the Proposed Classification, and Owner shall be estopped from objecting to the rezoning and reclassification to such reasonable classifications based upon the argument that such action represents a "downzoning" or based upon any other argument relating to the approval of the Proposed Classification and use of the Land; provided, this provision shall not preclude Owner from otherwise challenging the reasonableness of such rezoning as applied to the Land.
6. By execution of this Agreement, Owner acknowledges that it has acted in consideration of the City approving the Proposed Classification on the Land, and Owner agrees to be bound by the provisions of this Agreement.
7. After consulting with an attorney, the Owner understands and agrees that this Agreement is authorized by and consistent with all applicable state and federal laws and Constitutions, that the terms of this Agreement are reasonable, that it shall be estopped from taking a contrary position in the future, and, that the City shall be entitled to injunctive relief to prohibit any actions by the Owner inconsistent with the terms of this Agreement.
8. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, assigns and transferees, and

an affidavit providing notice of this Agreement may be recorded by either party with the office of the Oakland County Register of Deeds.

- 9. The Zoning Board of Appeals (ZBA) shall have no jurisdiction over the Property or the application of this Agreement until after site plan approval and construction of the development as approved therein.
- 10. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided by law.
- 11. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.
- 12. This Agreement may be signed in counterparts.

WITNESSES:

Leonor Rotberg  
Print Name:

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

FEE OWNER

JEFFREY ROTBERG

By:

[Signature]  
Jeffrey Rotberg

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF OAKLAND )

On this 5<sup>th</sup> day of May, 2008, before me appeared Jeffrey Rotberg, who states that he has signed this document of his own free will duly authorized on behalf of the company.

[Signature]  
Notary Public ANNA M. SIGURDSON  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Apr. 26, 2012  
Acting in the County of Chelan

WITNESSES:

DEVELOPER

Rachel Mares  
Print Name: Rachel Mares

ACR INVESTMENTS, LLC,  
a Michigan limited liability company

Print Name:

By: Anthony Randozzo  
Its: Managing Member

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF OAKLAND )

On this 2<sup>nd</sup> day of May, 2008, before me appeared Anthony Randozzo of Managing Member of ACR Investments, LLC, a Michigan limited liability company, who states that he has signed this document of his own free will duly authorized on behalf of the company.

RACHEL MARESH  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Feb. 11, 2013  
Acting in the County as Notary

Rachel Mares  
Notary Public

Charlene McLean  
Print Name: Charlene McLean

CITY OF NOVI  
By: David B. Landry  
David B. Landry, Mayor

Maryanne Cornelius  
Print Name: MARYANNE S. TROUTMAN

By: Maryanne Cornelius  
Maryanne Cornelius, Clerk

Print Name:

Print Name:

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF OAKLAND )

On this 6<sup>th</sup> day of MAY, 2008, before me appeared David B. Landry Mayor and Maryanne Cornelius, who stated that they had signed this document of her own free will on behalf of the City of Novi in their respective official capacities, as stated above. 4 Clerk

LIBER 40345 PG252

Mary S. Houtma  
Notary Public

Drafted by:

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

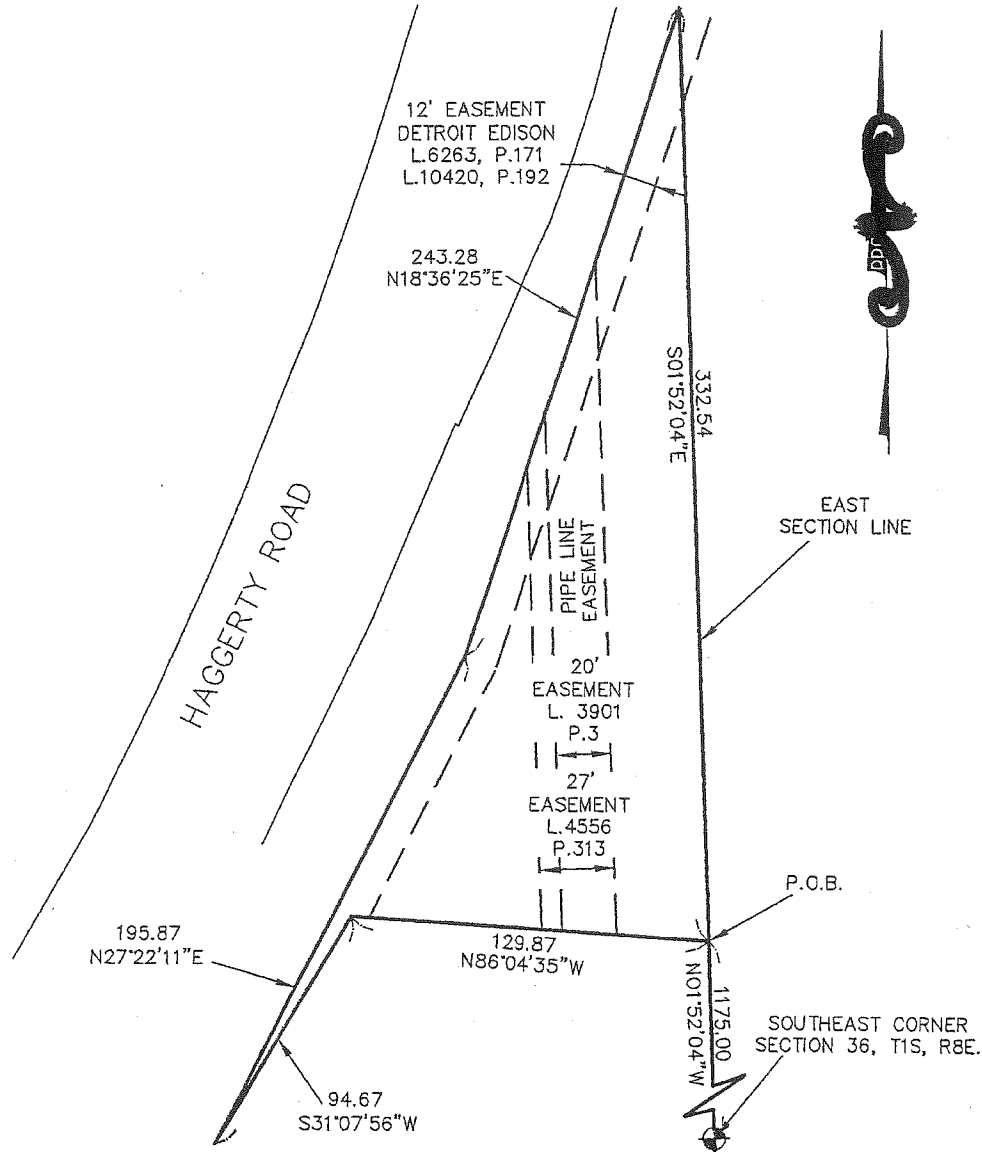
When recorded return to:

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

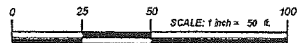
1055962

SECTION 36, T. 1 S., R. 8 E.  
 CITY OF NOVI  
 OAKLAND COUNTY, MICHIGAN

**EXHIBIT A**  
 SURVEY / LEGAL DESCRIPTION



A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 36, TOWN 1 NORTH, RANGE 8 EAST, IN THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEGINNING AT THE POINT DISTANT NORTH 01 DEGREES 52 MINUTES 04 SECONDS WEST 1175.00 FEET FROM THE SOUTHEAST SECTION CORNER, THENCE NORTH 86 DEGREES 04 MINUTES 35 SECONDS WEST 129.87 FEET, THENCE SOUTH 31 DEGREES 07 MINUTES 56 SECONDS WEST 94.67 FEET TO EASTERLY RIGHT OF WAY LINE, HAGGERTY ROAD, THENCE NORTH 27 DEGREES 22 MINUTES 11 SECONDS EAST 195.67 FEET, THENCE NORTH 18 DEGREES 36 MINUTES 25 SECONDS EAST 243.28 FEET TO THE EAST SECTION LINE, THENCE SOUTH 01 DEGREES 52 MINUTES 04 SECONDS EAST 332.54 FEET TO THE POINT OF BEGINNING.



○ - Found Survey Corner  
 ⊙ - Set Survey Corner  
 Sheet 1 of 1

**DDC**

**DIFFIN Development Consultants**

CIVIL ENGINEERING • SURVEYING • CONSTRUCTION SERVICES

22660 TRILLIUM DRIVE, NOVI MI 48375  
 PH: (248) 943-8244, FAX: (866) 690-4307  
 WEB: diffindevelopment.com

**SURVEY EXHIBIT**

HAGGERTY OFFICE  
 COMPLEX  
 CITY OF NOVI, OAKLAND  
 COUNTY, MICHIGAN

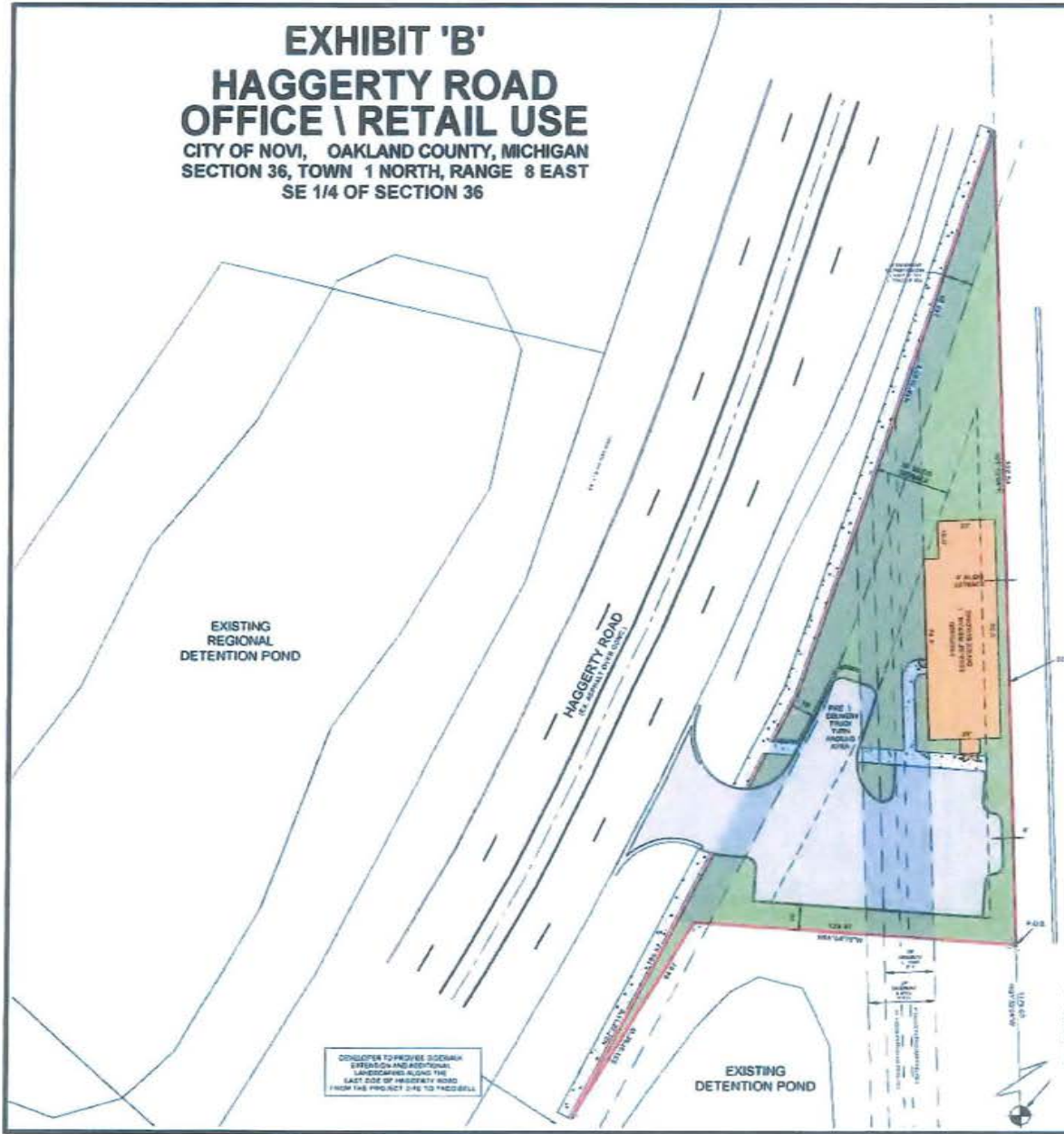
Date: 2-16-07  
 Drawn By: SD  
 Approved By: MD  
 Project No.: 060610  
 Drawing No.: 1



# EXHIBIT 'B'

## HAGGERTY ROAD OFFICE \ RETAIL USE

CITY OF NOVI, OAKLAND COUNTY, MICHIGAN  
SECTION 36, TOWN 1 NORTH, RANGE 8 EAST  
SE 1/4 OF SECTION 36



### SITE DATA

EXISTING ZONING	IS
PROPOSED ZONING	B-3
GROSS SITE AREA	2.46 ACRES
EXISTING WETLANDS	NONE
EXISTING WOODLANDS	NONE
PROPOSED BUILDING AREA	2,500-SF
MAXIMUM HEIGHT OF BUILDING	30 FEET
PROPOSED PAVEMENT AREA	17,700-SF
REQUIRED PARKING	1 SPACE FOR EACH 200-SF OF GROSS FLOOR AREA
PROPOSED PARKING	87 SPACES
THAND CAR SPACES	1
STANDARD SPACES	12
TOTAL SPACES	13 SPACES

BUILDING SETBACK	REQUIRED	PROVIDED
HAGGERTY ROAD SETBACK	30'	33'
EAST SETBACK PROP. LINE	10'	4'
SOUTH SETBACK PROP. LINE	20'	80.3'

PARKING SETBACKS	REQUIRED	PROVIDED
HAGGERTY ROAD SETBACK	20'	107'
EAST SETBACK PROP. LINE	15'	4'
SOUTH SETBACK PROP. LINE	15'	10'

#### Lighting

1. An exterior lighting in all use districts used to light the general area of a specific site shall be designed to reduce glare and shall be so designed as to reflect light away from adjacent residential districts or adjacent residences.
2. All light fixtures shall be mounted on a height of 25 ft or less. The area site to be lit shall be lighted with a minimum height of 25 ft.
3. An exterior lighting in all use districts shall be spaced evenly and uniform to the ground level of areas to be lit.
4. All lighting in commercial districts used for the general illumination of buildings, as well as to provide safe lighting, shall be spaced and mounted so as not to interfere with the view of drivers in adjacent highways or adjacent buildings.
5. Illumination of signs shall be spaced so as not to interfere with the view of drivers in adjacent highways or adjacent buildings.
6. Outdoor lighting shall be mounted in a manner so as not to constitute a hazard to a roadway.

#### GENERAL NOTES

1. ALL LIGHTS SHALL BE SQUARE ARMY MOUNTED, CUT-OFF TYPE LAMPS AND MUST BE MOUNTED WITH A MINIMUM HEIGHT OF 25 FEET. ALL LIGHTING SHALL BE DIRECTED AWAY FROM ADJACENT PARCELS (TYP).
2. REFER TO CITY PLANS AND PROPOSED FOR STREET LIGHTS, SIGNAGE, WATERMANS, AND SIGN CONSTRUCTION ETC. (TYP).
3. CONTRACTOR TO COMPLY WITH CITY OF NOVI AND OAKLAND COUNTY ROAD CONSTRUCTION REQUIREMENTS FOR ALL WORK. PROPOSED SIGNAGE SHALL BE DESIGNED BY THE CITY OF NOVI PUBLIC WORKS DEPT AND THE OAKLAND COUNTY ROAD CONSTRUCTION TO THE STAFF OF CONSTRUCTION.
4. REFER LANDSCAPE ARCHITECT'S PLAN FOR ALL PLANNING, GENERAL LANDSCAPE (DETAILS) AND MATERIALS (TYP).
5. ALL PAVERING AREAS AND LANDSCAPE DETAILS MUST BE COMPLETED WITHIN 30 DAYS OF THE END OF CONSTRUCTION.
6. GENERAL CONTRACTOR TO COORDINATE AND INSTALL UNDERGROUND ELECTRICAL CONDUIT TO FASING LOT (TYP) AND DIRECTIONAL SIGN GENERAL CONTRACTOR TO PROVIDE A UNIT PRICE FOR INSTALLATION OF SIGNAGE (SEE EXACT QUANTITY AND LOCATION TO BE DETERMINED FROM THE STAFF OF CONSTRUCTION) WITHIN THE LOCATION OF EACH ISSUE.
7. DEVELOPER TO INSTALL FIRE LANE SIGN AT NEAREST CORNER TO THE CITY OF NOVI AND DEPARTMENT REQUIREMENTS. CONTRACTOR SHALL COORDINATE INSTALLATION OF SIGNS WITH THE CITY FIRE DEPARTMENT (TYP).
8. ALL TRAFFIC CONTROL, SIGNAGE AND PAVEMENT REQUIREMENTS SHALL COMPLY WITH THE DESIGN AND PLACEMENT REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAY CONSTRUCTION, DIVISION OF TRAFFIC CONTROL, DIVISION OF SIGNAGE.
9. PAVEMENT STRIPING SHALL BE DONE FAST DRY PAVEMENT MARKING ALL ARROWS, STOP SIGNS AND LINE MARKINGS SHALL BE DONE WITHIN 30 DAYS OF THE END OF CONSTRUCTION. ALL STOP SIGNS SHALL BE DONE WITHIN 30 DAYS OF THE END OF CONSTRUCTION. ALL STOP SIGNS SHALL BE DONE WITHIN 30 DAYS OF THE END OF CONSTRUCTION. ALL STOP SIGNS SHALL BE DONE WITHIN 30 DAYS OF THE END OF CONSTRUCTION.

ALL RIGHTS RESERVED. (SEE PLANS FOR MORE DETAILS) THIS PLAN IS THE PROPERTY OF THE ENGINEER AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

#### WARRANTY

I, the undersigned, warrant that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Michigan. I warrant that this plan was prepared in accordance with the standards of practice for the profession of engineering in the State of Michigan. I warrant that this plan was prepared in accordance with the standards of practice for the profession of engineering in the State of Michigan.

CONDOLETS TO PROVIDE SIGNAGE, ETC. (SEE PLANS FOR MORE DETAILS) THIS PLAN IS THE PROPERTY OF THE ENGINEER AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

**DIFFIN Development Consultants**  
 CIVIL ENGINEERING - SURVEYING - CONSTRUCTION SERVICES  
 2380 TULLUM DRIVE, NOVI MI 48235  
 PHONE: (248) 486-8800 FAX: (248) 486-8801  
 WWW: diffindevelopment.com

---

**DD**

SECTION 36, TOWN 1 NORTH, RANGE 8 EAST  
 CITY OF NOVI  
 OAKLAND COUNTY, MICHIGAN

---

**DD**

TOWNSHIPS COMPANES  
 HAGGERTY RETAIL  
 PROPOSED REZONING  
 OVERLAY PLAN  
 EXHIBIT 'B'

---

DATE: 12-5-07

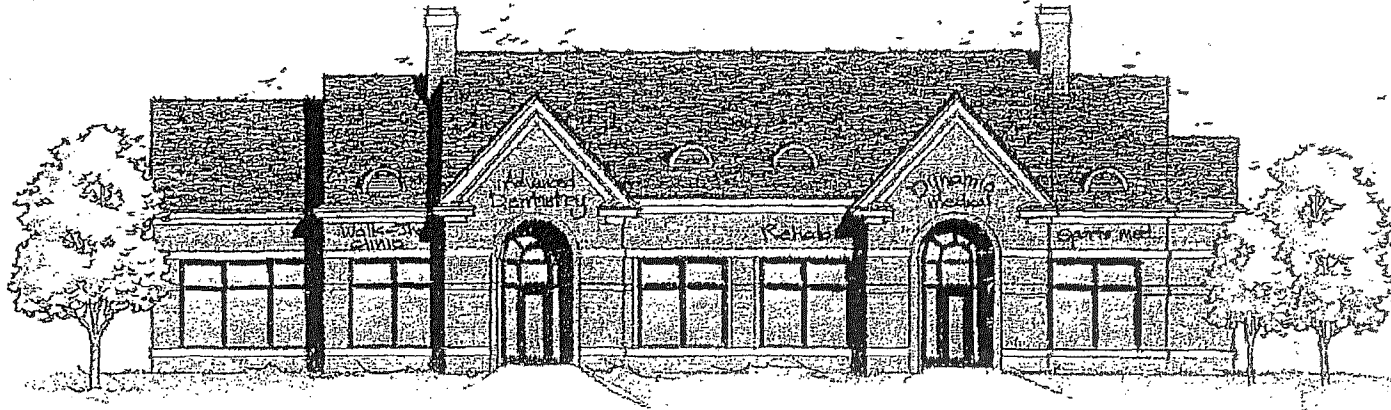
**DC**

SCALE: 1" = 20'

NOV 12 2007

1 OF 2

# EXHIBIT 'B'



Front Elevation - 'A'  
Trowbridge Companies  
Hoggerly Retail/ Medical Office

1/8" = 1'-0"

LIBRARY 0345 FEB 25 5

Copyright © 1987 by Trowbridge, Inc.  
All rights reserved. No part of this  
document may be reproduced without  
written permission.  
1/8" = 1'-0"





**DIFFIN Development Consultants**  
 CIVIL ENGINEERING - SURVEYING - CONSTRUCTION SERVICES  
 22865 TRILLIUM DRIVE, HOWI MI 48375  
 PH: (734) 943-9244, FAX: (866) 990-4307  
 Web: [diffindevelopment.com](http://diffindevelopment.com)

**DDC**

SECTION 14  
 TOWN 1 SOUTH RANGE 4 EAST  
 CITY OF HOWI  
 OAKLAND COUNTY, MICHIGAN

TOWNSHIP COMPANIES  
 HAGGERTY RETAIL BUILDING  
 PROPOSED REZONING  
 OVERLAY PLAN  
 EXHIBIT 'C'

DATE: \_\_\_\_\_  
 REVISION: \_\_\_\_\_  
 DATE: 12-5-07

**DDC**

DATE: 12-5-07  
 BY: [Signature]  
 FOR: [Signature]  
 JOB NO: \_\_\_\_\_  
 PLOT NO: \_\_\_\_\_

**2 OF 2**