

**WHITE LAKE TOWNSHIP  
INTER-OFFICE MEMORANDUM  
COMMUNITY DEVELOPMENT DEPARTMENT**

**DATE:** December 9, 2025

**TO:** Rik Kowall, Supervisor  
Township Board of Trustees

**FROM:** Sean O'Neil, AICP  
Community Development Director

**SUBJECT: The Avalon  
Planned development agreement approval**  
Property described as parcel numbers 12-20-101-003 & 12-20-126-006),  
located on the northwest corner of Highland Road (M-59) and Hill Road,  
consisting of approximately 110.1 acres.

---

The above request is now ready for Township Board Consideration. The Planning Commission considered the matter at their regular meeting on December 4, 2025, when the **Planning Commission recommended approval** of the planned development agreement. The request is now ready to be considered by the Township Board.

- ❑ Draft minutes of December 4, 2025, Planning Commission meeting.
- ❑ Draft Planned development agreement, prepared by the Township Attorney, Lisa Hamameh.

Please place this matter on the next available Township Board agenda. Do not hesitate to contact me should you require additional information.

**WHITE LAKE TOWNSHIP  
PLANNING COMMISSION  
DECEMBER 4, 2025**

**CALL TO ORDER**

Chairperson Carlock called the meeting to order at 6:30 P.M. She then led the Pledge of Allegiance.

**ROLL CALL**

**Present:**

Pete Meagher  
Scott Ruggles, Township Board Liaison  
T. Joseph Seward  
Debby Dehart  
Merrie Carlock, Chairperson

**Absent:**

Mona Sevic  
Robert Seeley, Vice Chair

**Others:**

Sean O'Neil, Community Development Director  
Matteo Passalacqua, Carlisle Wortman  
Kristin Kolb, Township Attorney  
Hannah Kennedy-Galley, Recording Secretary

**APPROVAL OF AGENDA**

**It was MOVED by Member Seward, seconded by Member Dehart to approve the agenda as presented. The motion carried with a voice vote: (5 yes votes).**

**APPROVAL OF MINUTES**

A. September 18, 2025

**It was MOVED by Member Meagher, seconded by Member Seward to approve the minutes as presented. The motion carried with a voice vote: (5 yes votes).**

**CALL TO THE PUBLIC (FOR ITEMS NOT ON THE AGENDA)**

None.

**PUBLIC HEARING**

**A. Edendale Crossing**

Property Northwest corner of Bogie Lake Road and Cedar Island Road. Identified as parcel IDs: 12-29-476-016 through 12-29-476-024 (nine adjacent parcels total) Consisting of approximately 45.7 acres. Currently zoned R1-A (Single Family Residential) and AG (Agricultural).

Requests:

**1) Preliminary site plan approval recommendation**

**2) Rezoning approval recommendation (R1-A & AG to PD (Planned Development)).**

Applicant: PH Communities, LLC

Director O'Neil briefly reviewed the process for tonight's request regarding how it is processed by the Township. The Public Hearing is for the rezoning, which runs concurrently with the site plan approval process.

Mr. Passalacqua reviewed his letter.

Mr. Leuffgen reviewed the highlights of interest from his review letter.

Member Meagher asked Mr. Leuffgen about the extension of the water main on the western side of the property. Mr. Leuffgen said it is due to the ordinance's to be able to provide water connection for future use.

Jim Eppink, J Eppink Partners, spoke on behalf of the applicant. There are nine adjacent lots that would be combined into one parcel. He added that the Master Plan for the sites is designated as Neighborhood Residential. Preservation of trees and natural features are a point of concern. The sanitary sewer will be extended more than a mile from the southeast corner of the site. There will be a sidewalk pathway that will connect the development to the school complex. He added that multifamily would not be supported on the site, therefore all the lots will be single family products. He said the RCOC required a left-hand turn lane into the entrance of Bogie Lake, and to be extended north and south so the entire stretch of Bogie Lake Road becomes safer. Cedar Island will be paved past the project's entrance.

Meagher stated the absence of a greenbelt on the west boundary does not help screen the IT Corridor. Mr. Eppink stated that the ITC Corridor is 240' wide, and the homes that are adjacent to it would most likely not be buffered, even with dense plantings. Those lots will be extended with better landscaping.

Member Seward asked Mr. Eppink why the driveway is not going to be aligned with Mayfield Dr. Mr. Eppink said it was due to the water main loop, and the costs of the improvements to Cedar Island, the sewer, and the sidewalk extension. It would not make sense financially. The RCOC also may be installing a round-about at Cedar Island Road and Bogie Lake Road in the future.

Member Seward asked Mr. Eppink why the water isn't extended to the western edge of the site. Mr. Eppink said the sites to the west are newer and operating well.

Member Seward asked Mr. Eppink why the lots are not acre lots along Bogie Lake Road. Mr. Eppink said other than two lots on Bogie Lake Road, the majority on the frontage are 240' from the road and heavily landscaped.

Chairperson Carlock asked Director O'Neil if there required amount of park space in a Planned Development. Director O'Neil said around 20%.

Chairperson Carlock asked Mr. Eppink if the park would be maintained by the HOA. Mr. Eppink confirmed.

Chairperson Carlock opened the public hearing at 7:55 P.M.

Rob Paociotti, 6289 Caya Way, opposed the density proposed at the applicant's request. He also presented a petition with over 100 signatures opposing the project.

Gene Kula, 1203 Cedar Meadows Dr, opposed the applicant's request, stating it was not in line with the Master Plan's use for the area.

Alan Cartwright, 1225 Elliot Court North, shared concerns about traffic safety in the area. He added the left-hand turn lane does not suffice the issue of cars turning onto Cedar Island. He stated the utility and sidewalk extensions are not a community benefit and would be required anyway for development with the same proposed density.

Mary Earley, 5925 Pine Ridge Court, stated her opposition to the project, and stated the plan design was bad. The developers' need for money does not override the Township's character of being a great place to live. She stated issues with parking, the number of waivers requested, lighting, and the density.

Tony Madaffer, 1293 Bogie Lake Road, stated he is a proponent of White Lake growing, but he took issue with the layout. It is too dense and reminiscent of a trailer park. He has lived here for 35 years, and the traffic will be troublesome.

Steve Woodard, 953 Schyler, said he was a participant in giving community feedback for the project. He was expecting bigger acreage lots. He reiterated the trailer park look to the plan, and the proposed density is too large. He stated his opposition to the current layout of the project.

Sheri Meador, 2032 Carleton Court, moved to White Lake from Canton. She stated White Lake has a small town that feels less traffic. She stated White Lake will grow, but there are too many homes in the development, and the traffic is already problematic. She had no issue with houses going on the site, just in a less dense capacity. She added that the schools are packed as is with very large class sizes.

Clark Koby, 3133 N Mistwood Court, said his sub has bigger acreage lots that create a lot of space in between homes. The plan needs improvement before it is approved.

Chairperson Carlock closed the public hearing at 8:16 P.M.

Mr. Eppink stated the community did a wonderful job on its Master Plan, and that property was specifically targeted in the plan. Multiple family was suggested in the plan, but the applicant felt it wasn't appropriate. The plan proposes 16 units over what would be allowed for R1-D zoning. He added he is working with the school district closely. He reiterated that the plan was consistent with the Master Plan.

Member Meagher stated that the audience was clear about their issue with the density of the project.

Member Dehart stated she had issues with the proposed Planned Development zoning as the Planning Commission rezoned several of the included lots to R1-A not long ago.

Member Ruggles said that during the Master Plan process, he brought this area of the Township to the Planning Commission's attention. The property will not remain farmland forever, but the intention was

to develop the property as a mixed-use area with an attention to keeping a lot of green space in the area.

Member Seward stated the plan does not meet the intent of the Master Plan or the ordinance. He was not opposed to the Planned Development rezoning.

**It was MOVED by Member Meagher, seconded by Member Seward, regarding Edendale Crossing, identified as parcel IDs: 12-29-476-016 through 12-29-476-024 (nine adjacent parcels total) to recommend the Township Board approve the rezoning request to Planned Development, subject to all staff and consultants' comments being addressed and a recommendation for preliminary plan approval to the Township Board. The motion carried with a roll call vote: (4 yes votes) (Meagher/yes, Ruggles/yes, Carlock/yes, Dehart/no, Seward/yes).**

**It was MOVED by Member Meagher, seconded by Member Seward, regarding Edendale Crossing, identified as parcel IDs: 12-29-476-016 through 12-29-476-024 (nine adjacent parcels total), to recommend the Township Board deny the preliminary site plan. The motion carried with a roll call vote: (5 yes votes) (Meagher/yes, Dehart/yes, Carlock/yes, Seward/yes, Ruggles/yes).**

**B. Jax Car Wash**

Property located on the northwest corner of Bogie Lake Road and Highland Road (M-59). Identified as parcel ID 12-20-276-034. Consisting of approximately 1.88 acres. Currently zoned PB (Planned Business).

Requests:

**1) Preliminary site plan approval recommendation**

**2) Planned business approval**

Applicant: BMW KAR WASH, LLC

Mr. Passalacqua reviewed his letter.

Mr. Leuffgen highlighted his review letter for the Planning Commission.

Member Ruggles asked Director O'Neil how many car washes are at the intersection of Bogie Lake Road and Highland Road. Director O'Neil said two, but he was unsure if one was still in business. The proposed car wash would make three.

Member Dehart shared concerns about the proposed entrance to the site. The traffic north of Highland Road to get to the Taco Bell in the area is unsafe.

Todd Gesund, owner of Jax Car Wash, was present to speak. He explained the amenities the car wash would provide. There would be three lanes with pay stations, interior restrooms for customers, hand towel drying, and an interior mat drying room.

Jim Butler, PEA Group, said the plan was reviewed by RCOC and there would be a right in, right out porkchop at Bogie Lake Road.

Chairperson Carlock opened the public hearing at 9:10 P.M.

Steve Woodard, 953 Schuyler, stated his concerns with the driveway, and traffic stacking issues. He suggested flipping the circulation of the site for additional traffic safety. He wanted more information about the water reclamation.

Clark Koby, owner of Wash Me Car Wash, said he keeps his prices low and his customers appreciate it. He stated his concern wasn't about the driveway itself, but the entrance of off Bogie Lake Road needed to change. The intersection is dangerous, and stacking cars will add to the issue.

Chairperson Carlock closed the public hearing at 9:15 P.M.

Mr. Butler said flipping the site would require issues with circulation meeting the ordinance setbacks. The site is topographically challenging as well. He suggested making the porkchop deliberate by design. He said there is an internal reclamation system for the water that will reclaim up to 35 – 45% of the water that will be reused.

**It was MOVED by Member Meagher, seconded by Member Ruggles, regarding Jax Car Wash, identified as parcel ID 12-20-276-034, to recommend the Township Board approve the preliminary site plan, subject to all staff and consultant review comments being addressed and for the Township Board to consider safety issues about the development's ingress/egress from Bogie Lake Road. The motion carried with a roll call vote: (4 yes votes).**

**(Ruggles/yes, Seward/yes, Carlock/yes, Dehart/no, Meagher/yes).**

#### **CONTINUING BUSINESS**

None.

#### **NEW BUSINESS**

##### **A. The Avalon**

Properties located on the northwest corner of Highland Road (M-59) and Hill Road  
Identified as parcel IDs 12-20-101-003 & 12-20-126-006. Consisting of an approximate combined 110.02 acres. Currently zoned PD (Planned Development)

Requests:

**1) Final site plan approval**

**2) Planned development agreement approval recommendation**

Applicant: White Lake Hill, LLC

Mr. Passalacqua reviewed his letter.

Mr. Leuffgen reviewed his letter. He added further engineering plans will need to be submitted by the applicant and reviewed before a pre-construction meeting can be held.

Member Ruggles asked how many phases there will be. Director O'Neil said it is being approved as one phase, but with several construction phases within in.

WHITE LAKE TOWNSHIP  
PLANNING COMMISSION  
DECEMBER 4, 2025

Director O'Neil said the PDA was drafted by the Township Attorney, and it expedites the review process for the agreement. He explained that the deviations are summarized as a narrative in the draft document.

Mark Ksassb, 31550 Northwestern Highway, was present on behalf of the project. He presented color renderings of the housing products. He added the intent is to start infrastructure construction in Spring 2026. The Community Benefit will be a dog park dedicated to the Township. He added the buffer on the northern, western, and eastern portions of the site was increased to 50'.

Jim Gailbraith, 31550 Northwestern Highway, stated there is a sister site he and Mr. Kassab developed in Commerce Township that has done very well. There will be more of the ranch style products on this site.

**It was MOVED by Member Meagher, seconded by Member Dehart, regarding The Avalon, identified as parcel IDs 12-20-101-003 & 12-20-126-006, to approve the final site plan, subject to all staff and consultant comments being addressed and the Township Board's approval of the PDA. The motion carried with a roll call vote: (4 yes votes)  
(Meagher/yes, Dehart/yes, Carlock/yes, Seward/no, Ruggles/yes)**

**It was MOVED by Member Meagher, seconded by Member Ruggles, regarding the Avalon, as parcel IDs 12-20-101-003 & 12-20-126-006, to recommend the Township Board approve the Planned Development agreement, subject to all staff and consultant comments being addressed and approval of the document by the Township attorney. The motion carried with a roll call vote: (4 yes votes).  
(Meagher/yes, Dehart/yes, Carlock/yes, Seward/yes, Ruggles/yes).**

#### **OTHER BUSINESS**

A. Approval of 2026 Meeting Dates

**It was MOVED by Member Meagher, seconded by Member Seward, to approve the 2026 Planning Commission meeting dates with the omissions of January 1, 2026, and July 2, 2026, dates. The motion carried with a voice vote: (5 yes votes)**

#### **LIAISON'S REPORT**

Member Ruggles said the Township Board met last month and approved the 2026 Township budget. The Board also approved the sale of the used tanker truck. The Township Tree Lighting festival will be tomorrow, December 5 at Fisk Farm, starting at 6 P.M.

#### **COMMUNICATIONS**

Director O'Neil stated that there are a few remaining items from the Phase One construction at Stanley Park that will need to be bonded for. Awards for Stanley Park Phase Two MNTRF will be announced later this month. The new Senior Planner, David Waligora, will be starting at the Township next month.

**NEXT MEETING DATE:** January 15, 2026

WHITE LAKE TOWNSHIP  
PLANNING COMMISSION  
DECEMBER 4, 2025

**ADJOURNMENT**

**It was MOVED by Commissioner Seward, seconded by Commissioner Meagher to adjourn at 10:15 P.M. The motion carried with a voice vote: (5 yes votes).**



**DRAFT**

**PLANNED DEVELOPMENT AGREEMENT**  
**THE AVALON**

**THIS PLANNED DEVELOPMENT AGREEMENT** (the "Agreement"), dated \_\_\_\_\_, 2025 (the "Effective Date"), is made and entered into by and between the **CHARTER TOWNSHIP OF WHITE LAKE**, a Michigan municipal corporation, having the address of 7525 Highland Road, White Lake, Michigan 48383, hereinafter referred to as and called the "Township", and **WHITE LAKE HILL, LLC**, a Michigan limited liability company, whose address is 31550 Northwestern Hwy., Ste. 200, Farmington Hills, MI 48334 ("Avalon").

**RECITALS:**

A. Avalon is the fee owner of the real property in White Lake Township, Michigan, which is more particularly described on **Exhibit A**, attached hereto and made a part hereof (hereinafter referred to as the "Property").

B. The Property is zoned PD, Planned Development District, and is currently master planned Neighborhood Residential.

C. This Planned Development encompasses two (2) parcels separated by Hill Road and consists of approximately 110 +/- acres (68.96 acres for Multi-Family and 41.06 acres for Single-family Condominium site) of real property as described on Exhibit A. The vacant Property is located on the northwest corner of Highland Road (M-59) and Hill Road.

D. Avalon has applied to the Township to develop the Property as a three-hundred sixty-six (366) unit multi-family and sixty-eight (68) single-family condominium units, including an approximately 5,428 sq. ft. clubhouse and other amenities such as package delivery storage, exercise areas, pet wash and event rooms, using the Planned Development (PD) process under the Township's Zoning Ordinance (the "Development").

E. The Planning Commission recommended approval with conditions of the Preliminary Site Plan dated May 16, 2022 at its July 7, 2022 Planning Commission Meeting, after having held a public hearing on that date.

F. On October 18, 2022, the Township Board considered and approved the Preliminary Site Plan dated September 29, 2022 and subject to conditions.

G. On October 17, 2023, the Preliminary Site Plan approval was extended by the Township Board in accordance with Section 6.7.A.iii.c.

H. Following Township Board approval of the Preliminary Site Plan dated September 29, 2022, a revised Site Plan, dated May 8, 2025 (with a revised date of September 15, 2025), was submitted, which revised Site Plan reduces the number of units in multi-family, modifies the internal road layout in the southcentral portion of the site, substitutes ranch style attached units for the two-story 12-unit buildings and provides parking and mail facilities west of the clubhouse), which is attached hereto as **Exhibit B** and referred to as the "PD Plan." All references in this Agreement to the PD Plan shall be deemed to refer to the revised Site Plan attached hereto as **Exhibit B**.

I. The Township considered and relied upon the representations by Avalon of certain public benefits of the Avalon PD, which benefits were summarized in Avalon's Written Statement dated [November 3, 2025].

J. Avalon has represented its objectives to create alternative, high quality multi-family and single-family housing options that appeal to a wide range of demographics in White Lake Township, all consistent with the Master Plan objective to provide for a diversity of residential housing. Avalon further desires to construct an open park area and related parking, to be dedicated to the Township in furtherance of community wellness, social engagement, and outdoor recreation. In addition to increasing the diversity of residential housing, the Project proposes pedestrian connectivity throughout the project and along Highland Road, Hill Road and neighboring properties ("Statement of Planning Objectives to be Achieved by the Development" in accordance with Section 6.7(B)(i)(b)(1)).

K. Avalon intends to offer for sale the 68 single family residential site condominiums on the portion of the property located on the east side of Hill Road. With respect to the 366 multi-family units located on the west side of Hill Road, Avalon intends to lease those units ("Statement of Intent" in accordance with Section 6.7(B)(i)(b)(2)).

J. The Township desires to ensure that the real property that is depicted on the PD Plan is developed in accordance with, and used for the purposes permitted by the approved PD Plan, the related documents and undertakings of Avalon, and all applicable laws, ordinances, regulations, and standards; and Avalon desires to proceed with obtaining engineering division approval of the proposed site plan and the issuance of permits required to develop the Property in accordance with the approved PD Plan.

**NOW, THEREFORE**, it is hereby agreed as follows:

1. The Township has granted its approval of the PD Plan and this Agreement under the Planned Development Approval Process of Section 6.7 of the Township's Zoning Ordinance, which approval is subject to the terms and conditions of this Agreement. The parties agree and acknowledge that the Property shall be developed only in accordance with:

- a. all applicable provisions of the White Lake "Township Code of Ordinances," including (without limitation) Section 6.7 of the Zoning Ordinance (the Zoning Ordinance in effect as of the date of this Agreement) relating to Planned Developments, except as amended by this Agreement and the PD Documents.
- b. the PD Plan attached hereto as Exhibit B, as such PD Plan was approved by the Planning Commission on \_\_\_\_\_, 2025, which PD Plan shall also constitute the approved final site plan and landscape plan for the Development, because Avalon chose to submit the PD Plan in sufficient detail so as to allow the PD Plan to act as the final site plan and landscape plan for the Development;
- c. engineering construction plan review and approval by the Township's Engineering Consultant, which plans shall be submitted by Avalon in accordance with all applicable laws, ordinances, regulations and standards; and
- d. this Agreement.

The items listed in 1.a. through d. above are referred to in this Agreement as the "PD Documents."

2. The permitted use of the Property shall be those permitted in the PD, Planned Development District.

3. The Township's approval of the PD Documents, and the use of the Property and any development thereof, are subject to compliance with this Agreement and the following conditions:

- a. Submission by Avalon of engineering construction plans and approval by the Township's Engineering Consultant. Such plans shall comply with all applicable ordinances, standards, rules, regulations, and requirements of the Township as determined by the Engineering Consultant, including without limitation its comments in the October 21, 2025 correspondence to the Community Development Director relating to the PD Plan.
- b. The requirements of the Township as determined by the Planning Consultant, including without limitation its comments in the October 21,

2025 letter report issued by Mr. Matteo Passalacqua, of Carlisle Wortman Associates, Inc., the Township's Planning Consultant, relating to the PD Plan.

- c. The requirements of the Township Fire Department, including without limitation its comments in the October 20, 2025 correspondence to the Community Development Department relating to the PD Plan.
- d. Conditions imposed on the Development by the Planning Commission during site plan review, conditions recommended by the Township's Planning Consultant and Engineer and any other staff, and other reasonable conditions, which may be subsequently imposed on the site plan, landscape plan, and engineering plans that are not contrary to this Agreement and the approved PD Plan.
- e. All improvements shown on the PD Plan and PD Documents completed at Avalon sole cost and expense, in accordance with applicable ordinances, rules, standards and regulations. Avalon shall develop the Property in one zoning phase. However, Avalon may, but is not obligated to develop the Development in so called "construction" phases. Prior to the start of construction, Avalon shall submit a preliminary construction phasing plan ("Phasing Plan") to the Community Development Director and Township Staff, which may, after approval by the Community Development Director, be revised and amended throughout the term of this Agreement.
- f. The only deviations from otherwise applicable Township ordinances that shall be permitted are those deviations as depicted on the approved PD Plan, and which are set forth in Exhibit D attached hereto and incorporated herein ("Deviations").
- g. Avalon shall install a park to be known as the "Avalon Bark and Play," as depicted on the PD Plan. Avalon agrees, on behalf of itself and all future owners of the Property, upon completion of Avalon Bark and Play to execute dedication documents for that portion of the Property on which Avalon Bark and Play is sited and as legally described on attached Exhibit \_\_\_\_ to the Township for the benefit of the public. After execution and recording of appropriate conveyance documents for the park to the Township, the Township shall be responsible for the maintenance, repair, replacement, management and operation of the park. Dedication of the park shall be effectuated via quit claim deed in a form acceptable to the Township and Avalon, which shall contain certain restrictions on the use of the park property, including, but not limited to, (i) Avalon retaining certain easement rights in the land, including but not limited to, to facilitate construction and operation of the Development, and for maintenance and repair of the for

the park in the event the Township fails to maintain the park as required under this Agreement (subject to reasonable terms and conditions acceptable to the Township and Avalon), and (ii) requirements that the property be used as the Avalon Park and Play consistent with this Agreement and PD Plan for a minimum of twenty (20) years from the Effective Date of this Agreement. At the expiration of twenty (20) years, if the Township determines that use of the land as the Avalon Park and Play is no longer in the best interest of the Township, the land may be used for general passive recreational purposes at the discretion of the Township.

Avalon shall ensure that the proposed use on the Property shall not exceed the performance criteria found in the Township's Zoning Ordinance, Section 4.47.

- h. Architectural style, elevation features and materials must be consistent with Avalon representations to the Planning Commission at its Planning Commission Meeting on \_\_\_\_\_, 2025, and in accordance with the PD Plan.
  - i. The proposed development schedule for the development of the Property is attached as **Exhibit C**, which may be modified by Avalon as necessary or appropriate, with the Township's consent.
  - j. The Traffic Impact Study prepared by Fishbeck, dated July 30, 2025, is incorporated by reference into this Agreement. Avalon acknowledge the reliance by the Township on this traffic study in the approval of the PD Plan.
  - k. The Community Impact Study prepared by M. Shapiro Real Estate Group, dated February 25, 2022, is incorporated by reference into this Agreement. Avalon acknowledge the reliance by the Township on this study in the approval of the PD Plan.
4. The Zoning Board of Appeals shall have no jurisdiction over the Property or the application of this Agreement.
5. Except for deviations specifically approved by the Township under this Agreement, if any, and the approved PD Plan, the Township Code of Ordinances, Zoning Ordinance and all applicable regulations of the Township, shall apply to the Property, and any violation of such Codes, Ordinances and regulations by Avalon, its successors or assigns, or occupant of the Property shall be deemed a breach of this Agreement, as well as a violation of the Township Code or Ordinance.

6. (a) Any breach of this Agreement shall constitute a nuisance *per se* which shall be abated. The parties therefore agree that, in the event of a breach of this Agreement by Avalon, which is not cured in accordance with this Agreement, the Township, in addition to any other relief to which it may be entitled at law or in equity, shall be entitled under this Agreement to an order of a court of competent jurisdiction providing for relief in the form of injunctive relief or specific performance requiring abatement of the nuisance *per se*. Except in emergency circumstances, Avalon shall be provided notice of the deficiencies from the Township and shall be afforded an opportunity to timely correct in the manner as set forth in Section (b) below.

(b) In the event of a breach of this Agreement, the Township may notify Avalon of the occurrence of the breach and issue a written notice requiring the breach be cured within thirty (30) days; provided, however, that if the breach, by its nature, cannot be cured within thirty (30) days, Avalon shall not be in the breach hereunder if Avalon commences the cure within the thirty (30) day period and diligently pursues the cure to completion. Failure to comply with such notice shall, in addition to the remedy provided in subsection (c) below and any other relief to which the Township may be entitled in equity or at law, render Avalon liable to the Township in any suit for enforcement for actual costs incurred by the Township including, but not limited to, actual attorneys' fees and costs, expert witness fees and the like.

(c) In addition to the above described remedies, in the event the breach is due to a failure to maintain and develop the Property in a first class condition, in accordance with this Agreement, using commercially reasonable standards consistent with the PD plan and this Agreement, and the Township provided the notice described in subsection (b), above, which notice sets forth the date, time and place of a hearing before the Township Board for the purpose of allowing Avalon to be heard as to why the Township should not proceed to perform the maintenance which has not been undertaken. In that hearing, the time for curing such deficiencies and the hearing itself may be extended. If, following the hearing, the Township Board shall determine that the deficiency has not been cured within the time specified at the hearing, then upon five (5) days written notice to Avalon, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the Property or cause its agents or contractors to enter upon the Property to cure such deficiency as reasonably found by the Township to be appropriate and/or necessary, in a manner so as to reasonably minimize any interference with the business operations on the Property and the cost and expense of such curative action, including the cost of notices by the Township and actual legal, planning, and engineering fees and costs incurred by the Township, shall be paid by Avalon. Such amount shall constitute a lien on the Property and the Township may require such costs and expenses to be paid prior to the commencement of work. If such costs and expenses have not been paid within sixty (60) days of a billing to Avalon, all unpaid amounts be a) placed on a delinquent tax roll of the Township as to the Property and shall accrue interest and penalties and shall be collected as and shall be deemed delinquent real property taxes according to the laws made and provided for the collection of delinquent real property taxes in the discretion of the Township; or b) assessed against Avalon and collected as a special assessment on the next annual Township tax roll; or c) collected by use of the applicable provisions of

Michigan law providing for foreclosure by advertisement, Avalon having specifically granted the Township the required power of sale to do so; or d) collected by suit against owner. If suit is initiated, the Owner shall pay actual attorney fees and costs. The selection of remedy shall be at the sole option of the Township, and election of one remedy shall not waive the use of any other remedy

7. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement.

8. The parties understand and agree that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction, and as a final enforceable judgment, to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provisions held to be invalid.

9. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. In the event of any litigation relating to this Agreement or the PD, the parties consent to the venue in and to the exclusive jurisdiction of the courts of and in the State of Michigan, including the federal courts.

10. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the Township's right to eventually enforce, or take action to enforce, the terms of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, all remedies afforded in this Agreement are in addition to every other remedy provided by law.

11. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represent that the execution of this Agreement has been duly authorized and is binding on such parties.

12. This Agreement shall run with the land described herein as the Property and bind the parties, their heirs, successors, and assigns. This Agreement shall be recorded in the Oakland County Register of Deeds by the Township. The parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, and assigns shall take their interest subject to the terms of this Agreement. All references to "Avalon" in this Agreement shall also include its heirs, successors, and assigns. This Agreement shall become effective as of the Effective Date.

13. (a) Avalon has negotiated with the Township the terms of the PD Documents, including this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of Avalon and the Township.

(b) The parties agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America. Avalon has offered and agreed to proceed with the undertakings and obligations as set forth in this Agreement in order to protect the public health, safety, and welfare and provide material advantages and development options for Avalon, all of which undertakings and obligations the parties agree are necessary in order to ensure public health, safety, and welfare, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objectives of the parties, as authorized under applicable Township codes and ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*, as amended. It is also agreed and acknowledged that the terms, conditions, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development and use of the Property under the approved PD, and are, without exception, clearly and substantially related to the Township's legitimate interests in protecting the public health, safety and general welfare. Furthermore, Avalon fully accepts and agrees to the final terms, conditions, requirements and obligations of the PD Documents, and Avalon shall not be permitted in the future to claim that the effect of the PD Documents results in an unreasonable limitation upon uses of all or any portion of the property described in attached Exhibit A, or claim that enforcement of the PD Documents causes an inverse condemnation, other condemnation or taking of all or any portion of the property described in attached Exhibit A.

14. Avalon acknowledges that, at the time of the execution of this Agreement, Avalon has not yet obtained engineering approvals for the development of the Property. Avalon acknowledges that the Township's Engineering Consultant may impose additional conditions other than those contained in this Agreement during their plan reviews and approvals as authorized by law; provided, however, that such conditions shall not be inconsistent with the PD Plan or PD Documents and shall not change or eliminate any development right authorized thereby. The plans approved by the Engineering Consultant and any conditions imposed thereby, shall be incorporated into and made a part of this Agreement automatically upon issuance of the Engineering Consultant's approval of same and without the necessity of amending this Agreement, and shall be enforceable against Avalon in the event it proceeds with the development of the Property.

15. It is understood that construction of some of the improvements included in the PD Documents may require the approval of other governmental agencies.

16. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Avalon and the Township.



17. The recitals contained in this Agreement and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

18. This Agreement, together with the PD Documents, are intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein and recorded in the Oakland County Records, other than additional conditions, which may be attached to site plan approvals as stated in Section 14 above.

19. The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives that would form the basis for interpretation construing a different intent and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

20. Where there is a question with regard to applicable regulations for a particular aspect of the development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PD Documents which apply, the Township Director of Community Development, in the reasonable exercise of its discretion, shall determine the regulations of the Township's Zoning Ordinance, as that Ordinance may have been amended, or other Township Ordinances that shall be applicable, provided that such determination is not inconsistent with the nature and intent of this Agreement and the PD Documents. In the event of a conflict or inconsistency between two or more provisions of the PD Documents, the more restrictive provision, as determined in the reasonable discretion of the Township Council, shall apply. In the event there exists any conflict between this Agreement and the PD Plans and current and future Township Zoning Ordinance provisions, this Agreement and the PD Plan shall apply.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth with the notarization of their signatures.

**AVALON:**

**WHITE LAKE HILL LLC**, a Michigan limited liability company

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

STATE OF MICHIGAN     )  
                                      ) ss  
COUNTY OF OAKLAND     )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of White Lake Hill LLC, a Michigan limited liability company, who acknowledged that he/she signed this agreement on behalf of said company.

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

*[signature of Township on following page]*

**TOWNSHIP:**

**CHARTER TOWNSHIP OF WHITE LAKE**, a  
Michigan municipal corporation

\_\_\_\_\_  
By: Rik Kowall  
Its: Township Supervisor

\_\_\_\_\_  
By: Anthony Noble  
Its: Township Clerk

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF OAKLAND     )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Rik Kowall, the Township Supervisor, and Anthony Noble, the Township Clerk, who acknowledged that they signed and attested to this Agreement on behalf of the Township of White Lake.

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

Exhibits:  
A – Property Legal Description  
B – PD Plans  
C – Development Schedule

Drafted Jointly By:  
Lisa J. Hamameh, Esq.  
Rosati Schultz Joppich & Amtsbuechler,  
P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331-3550

When Recorded, Return To:  
Township Clerk  
Township of White Lake  
7525 Highland Road  
White Lake, MI 48383

**and**

Alexandra E. Dieck, Esq.  
Bodman  
201 S. Division Street  
Suite 400  
Ann Arbor, MI 48104

DRAFT

## EXHIBIT A

### PROPERTY LEGAL DESCRIPTION

Legal description of certain property located in the Township of White Lake, County of Oakland, State of Michigan, further described as follows:

That part of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 20, Township 3 North, Range 8 East, White Lake Township, Oakland County, Michigan, lying northerly of Highland Road (M-59), more particularly described as: BEGINNING at the Northwest corner of said section; thence South 89 degrees 39 minutes 41 seconds East 1331.52 feet along the north section line; thence South 01 degrees 14 minutes 20 seconds West 2443.61 feet to the northerly right of way line of Highland Road (M-59); thence along said right of way a curve to the right 1423.36 feet, said curve having a radius of 2664.79 feet, a central angle of 30 degrees 36 minutes 14 seconds, and a chord bearing North 69 degrees 03 minutes 39 seconds West 1406.50 feet to the west section line; thence North 01 degrees 01 minutes 40 seconds East 1948.57 feet along said section line to the POINT OF BEGINNING. Said property contains 68.96 acres, more or less.

and

Part of the Northwest  $\frac{1}{4}$  Section 20, Township 3 North, Range 8 East, White Lake Township, Oakland County, Michigan, described as: BEGINNING at the North  $\frac{1}{4}$  corner of said section; thence South 01 degrees 26 minutes 55 seconds West 1067.66 feet along the North-South  $\frac{1}{4}$  line of said section; thence North 89 degrees 02 minutes 22 seconds West 665.95 feet; thence South 01 degrees 22 minutes 34 seconds West 575.58 feet; thence North 88 degrees 42 minutes 12 seconds West 660.13 feet; thence North 01 degrees 14 minutes 20 seconds East 1624.88 feet to the north line of said section; thence South 89 degrees 39 minutes 41 seconds East 1331.52 feet along said north line to the POINT OF BEGINNING. Said property contains 41.06 acres, more or less.

Tax Parcel Identification Nos.: 12-20-101-003 and 12-20-126-006

EXHIBIT B

PD PLANS  
(attached)

DRAFT

C

## Development Schedule

DRAFT

## EXHIBIT D

### Deviations

1.	Sec. 5.19.D	20–38 ft greenbelt, 1 large tree & 4 shrubs per 15 ft	Preserve existing 50' of woodland buffer and retain existing well screened vegetation. Provide no new plantings within this greenbelt
2.	Sec. 5.19.D	Continuous 20 ' greenbelt with required plantings along Hill Rd	Preserve existing 50' buffer and remove 367 ft from calculation, retain existing well screened vegetation. Provide no new plantings within the 367' of greenbelt
3.	Sec. 5.19.D	Continuous 20'-38' greenbelt with required plantings	Preserve 50' buffer and remove 418 ft from calculation, retain existing well screened vegetation. Provide no new plantings within greenbelt
4.	Sec. 5.19.D	395 shrubs required interior	Provide 287 shrubs, retain natural features
5.	Sec. 5.19.E	1,147 trees & 5,735 shrubs required	Provide 1,027 trees & 1,200 shrubs
6.	Sec. 5.19.D	Greenbelt buffer between residential & commercial	Rely on existing mature woodlands and not disturb existing well screened vegetation. No new plantings proposed.
7.	Sec. 5.19.D	Continuous greenbelt along Hill Rd	Remove 1,165 ft from calculation, retain existing vegetation
8.	Sec. 3.11.C	41,500 sq ft recreation space required	150,493 sq ft recreation space with clubhouse, pool, dedicated dog park and playground, etc.
9.	Sec. 5.9.I	Max 2 monument signs, 30 sq ft each, 6 ft high	in addition to two monument signs, allow plaza sign exceeding count/size per site plan and administrative approval by planning administrator
10.	Sec. 5.9.D	Temporary signage no longer than 90 days and may not exceed 32 sq ft	Allow two temp signage to continue throughout the Completion Date of Avalon with 2



			signs on M59 to not exceed 32 sq ft each
11.	Sec. 3.11.U	25' from back of sidewalk	20' from Back of sidewalk
12.	Sec. 20-62.b.q.a10	Multiple access points required for a single family development	Boulevard access in lieu of multiple access points
13.	Sec. 20-62.b.1.a.2	Extension of roads to adjoining properties	No connect to adjacent properties
14.	Sec. 6.1.F.i.d	Roads within site condo to be dedicated	Roads within site condo to remain private

#### Additional Deviations

1. The Township Zoning Ordinance requires that all construction shall be complete within twenty-four months of receipt of building permits as set forth in Section 6.8(I). Avalon is requesting a deviation for completion of the Development. The Development shall be complete within six (6) years from the start of site construction ("Completion Date"), provided, however, that Avalon may request extensions, based upon hardship and subject to the Township Board's review and approval, which shall not be unreasonably withheld, conditioned, or delayed. Extensions shall be requested at least ninety (90) days prior to the expiration of the Completion Date or any subsequent extension, and additional conditions may be imposed for any extension period at the Township Board's discretion.
2. Notwithstanding anything contained herein to the contrary, to the extent Avalon requires minor modifications to the PD Plan, in addition to the matters set forth in Section 6.7. E.(i)-(ii), inclusive, of the Township Zoning Ordinance, the Director of Community Development shall be permitted to approve the following minor modifications administratively, provided such minor modifications are consistent with the spirit of the PD Documents: (a) an increase in the size of any building, provided that the size of other buildings is decreased so that all buildings within the Development do not exceed the density limitation set forth in the PD Documents; (b) changes in elevations and architectural features which do not alter the character of the use; (c) correcting non-material errors; (d) changes requested by the Township, County, or State.
3. The Township Zoning Ordinance does not provide for the erection and development of model homes and sales offices in conjunction with development of Property. In furtherance of its leasing and sales activities, and in accordance with the terms and conditions of this Agreement Avalon may erect and maintain up to three (3) models on single-family portion of the Property and two (2) buildings containing models in the multi-family portion of the Property, in furtherance of its

leasing and sales activities, and in accordance with the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained elsewhere in this Agreement, Avalon shall have the right to maintain a sales and/or leasing office, a construction office, models units, storage areas and reasonable parking incidental to the foregoing, and such access to, from and over the Development as may be reasonable to enable development and sale and/or leasing of the Project by the Avalon. Notwithstanding anything contained herein to the contrary, any construction office will be removed upon issuance of certificates of occupancy for the final building.

4. The Township Zoning Ordinance requires developer to obtain all outside permits prior to site clearing under Section 6.1. Avalon shall be entitled to apply for grading permit(s) and any related grading pre-construction meeting with the Township to perform early site clearing and grading on the Property, or any portion thereof, upon Applicant obtaining all required third-party soil erosion control permit(s) from relevant municipal or governmental entities outside the Township.
5. Avalon shall be entitled to the issuance of building permits for model homes, units for leasing and/or for sale, and the clubhouse provided that (i) all underground utilities for each respective construction phase wherein such model home, unit, building or clubhouse is located are complete; (ii) an adequate gravel subsurface base for all entranceways and internal drive areas to provide access to such model home, building, unit or Clubhouse is installed; (iii) upon deposit of the performance guarantee set forth in Section 7 below, if any.
6. Avalon shall be entitled to issuance of a temporary or final certificate of occupancy for any building, individual model unit located within a building, and/or Clubhouse, subject to installation and maintenance of an adequate gravel subsurface base for all entranceways and internal drive areas to provide access for such building, unit and/or Clubhouse. Notwithstanding anything contained herein to the contrary, no occupancy permits shall be granted without review and approval by the fire and building departments. Upon issuance of a temporary certificate of occupancy, Avalon shall be permitted to utilize such building, individual model unit located within a building, and/or Clubhouse for sales and development purposes, including, but not limited to, staging with furniture and utilizing in connection with leasing and sales tours to potential buyers and lessees. Notwithstanding anything contained herein to the contrary, to the extent that landscaping, final paving, and or other so-called "punch list" items are not yet complete at the time of issuance, the Township may issue a temporary certificate of occupancy subject to the financial guarantee described in Section 7 below remaining in place with a firm commitment by Avalon for completion within nine (9) months of issuance of such temporary certificate of occupancy.
7. Section 7.4 of the Township Zoning Ordinance requires that applicants deposit

either a cash deposit, certified check or irrevocable bank letter of credit as the form of completion guarantee. For this development, Avalon is requesting a deviation from the Zoning Ordinance such that the performance guarantee collectively for the entire Project, required by the Township shall together mean: (i) an irrevocable bank letter of credit or cash, or combination thereof (at the option of Avalon), in a collective amount not to exceed \$250,000 (the "Cash or LOC"), and (ii) surety bond or multiple surety bonds (at the option of Avalon) which together equal the total amount determined by the Township Planning Administrator, which such amount shall be equal to the percentage of the estimated costs of the improvements to be constructed under the PD Plan as proposed by Avalon and reviewed by the Township engineering consultant, less the amount of the Cash or LOC. Upon the satisfactory completion, as determined by the Township, of the improvements required under the PD Plan, or any portion thereof, to the extent the Development is constructed in separate "construction phases," Avalon shall be entitled to, and Township shall approve, a reduction in the amount of the bond or Cash or LOC corresponding with the completed improvements, within thirty (30) days of completion of the improvements in the Development, or such construction phase, provided, however, any surety bond shall be reduced first, prior to return of/reduction in the Cash or LOC such that the Township shall retain the Cash or LOC (or a portion thereof) until completion of the Development.