



CITY OF NOVI CITY COUNCIL OCTOBER 12, 2026

SUBJECT: Approval of shared parking use agreement with 25460 Trans X Rd, Novi 48375

SUBMITTING DEPARTMENT: Parks, Recreation & Cultural Services

KEY HIGHLIGHTS:

- The R/C Raceway Track was constructed in spring of 2022. The track is open to 1/8 scale and smaller battery powered R/C models from dawn to dusk May 1 – November 1.
- Event parking is limited at the park. A formal agreement is being proposed with a neighboring property owner for shared use of parking lots.

BACKGROUND INFORMATION:

The City of Novi purchased the 3.64-acre parcel of property at the intersection of Novi Road and Trans-X Drive in 2017. The R/C Raceway Track was constructed in spring of 2022. The track is open to 1/8 scale and smaller battery powered R/C models from dawn to dusk May 1 – November 1.

Since the opening of the R/C Raceway, Defrim Cizmja, the owner of a neighboring property (25460 Trans X Rd) has supported the development of the park. Donations have included trees, boulders, gravel and other material items in addition to assistance with grading and plowing of the parking lots. The estimated amount of real and in-kind contributions is approximately \$15,000.

In 2026 the Raceway hosted five weekday and ten weekend races/events. There are not enough parking space available to accommodate all participants and spectators. Mr. Cizma has allowed overflow parking for the events on his property. In exchange, he has been allowed to temporarily park up to eight vehicles on the Water Tower Park property during the Raceway offseason (November 1 – May 1).

The proposed agreement formalizes the shared parking and vehicle access between the City and Mr. Cizma including all details related to dates and associated responsibilities and liabilities. Approval of the motion authorizes the Director of Parks, Recreation and Cultural Services to act as the signor on behalf of the City.

RECOMMENDED ACTION: Approval of shared parking use agreement with 25460 Trans X Rd, Novi 48375, and authorize Jeff Muck, Director of Parks, Recreation & Cultural Services to sign the agreement on the City's behalf.

ELIZABETH KUDLA SAARELA
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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

September 10, 2026

Jeffrey Muck, CPRP, Director
Parks, Recreation & Cultural Services
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

Re: Raceway Parking License

Dear Mr. Muck:

We have worked with you to prepare the enclosed License for Shared Driveway Access that will authorize the City to share parking with the adjacent property owners, Defrim and Elvira Cizmja, during the peak months of the City's peak usage of the City's raceway park. In exchange, the City authorizes the adjacent property owner to use City parking during off-season for the raceway.

Since the City prepared the License Agreement, it should be approved by City Council before signature by the adjacent property owners.

Since the Agreement is a license, does not create real property rights in either party, is intended for the personal use of the adjacent property owner and not subsequent users, and is revocable by either party with 30-days notice to the other party, the License for Shared Driveway Access does not need to be recorded with the Oakland County Register of Deeds.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Thomas R. Schultz, Esquire

LICENSE FOR SHARED DRIVEWAY ACCESS

KNOW ALL MEN BY THESE PRESENTS, that the City of Novi, a Michigan municipal corporation ("City"), whose address is 45175 Ten Mile, Novi, MI 48375, owner of Parcel A (as described on the attached Exhibit A), and Defrim and Elvira Cizmja, husband and wife ("Grantee"), whose address is 45605 Nine Mile Rd, Novi, MI 48374, owner of Parcel B (as described on the attached Exhibit B) in consideration of (\$10.00) and the mutual promises and obligations recited below, hereby covenant and agree as follows:

1. That City, for the benefit Parcel B, and its successors, assigns and transferees, hereby grants a general purpose non-exclusive fully revocable ingress/egress access license for shared driveway and parking access over the driveway and parking area for automobiles and other motor vehicles ("License Area A"), as described and depicted herein and on Exhibit C.
2. That Grantee for the benefit of Parcel A, and its successors, assigns and transferees, hereby grants a general purpose ingress/egress access license for shared driveway and parking access over the driveway and parking area for automobiles and other motor vehicles ("License Area B"), as described and depicted herein and on Exhibit D.
3. That said licenses are intended to promote shared parking and vehicular, access and circulation to and from Parcels A and B over the driveways and parking areas depicted on Exhibits C and D, the driveway and parking areas of which shall hereafter be subject to a nonexclusive revocable license for the benefit of the other parcel for the purpose of vehicular access parking and circulation.
4. The drives and parking within the License Areas shall be maintained in a good and useful condition by the respective property owners, with damages caused by either parcel owner or its guests or invitees to be promptly repaired by that parcel owner, unless an alternative arrangement between the parties is made, at each one's sole expense.
5. Permitted periods of use are set forth in Exhibit E. No vehicles shall be stored on Parcel A, with parking limitations requiring that no vehicle be parked or stored for more than 24 hours. The maximum number of vehicles permitted to be parked on Parcel A at any one time shall not exceed 8.

6. That this License and the rights and responsibilities set forth are nonexclusive and are revocable by either party with 30-days notice.
7. Each Party, shall hold harmless and indemnify the other party and its councils, boards, directors, agents and employees from any and all claims, suits, actions, losses, damages, or demands with respect to the use of the License Areas set forth in this Agreement.
8. Each Party shall procure and maintain so long as the license is in effect comprehensive general liability insurance naming as additional insureds the other party, its officers, agents and employees, to protect from claims for damages because of bodily injury or death and from claims for injury or destruction of property including loss of use resulting therefrom, any and all of which may arise out of or result from the Licensee's use of the licensed premises. The limits of liability for bodily injury including accidental death shall be \$1,000,000.00 per occurrence. The limits of liability for property damage shall be \$1,000,000.00 per occurrence. The policy shall include general aggregate coverage in the amount of \$2,000,000. Such insurance shall be furnished by an insurance company qualified to do business in the State of Michigan and acceptable to the City. The insurance shall be primary and non-contributory with respect to the additional insureds. The Licensee shall provide an endorsement on the insurance policy providing for sixty (60) days written, advance notice of cancellation to be furnished to the other party.
9. That this agreement and the licenses granted may not be expanded or modified except by a further agreement in writing by the parties hereto or their heirs, successors or assigns that is first approved by the City of Novi.

City of Novi, a Michigan municipal corporation,

By: _____, Its

STATE OF MICHIGAN)
) ss.
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me ____ day of _____, 2026,
 by _____, the _____ of a Michigan
 _____ on its behalf.

Notary Public
Acting in Oakland County, Michigan
My commission expires: _____

By: Defrim Cizmja

Elvira Cizmja

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me ____ day of _____, 2026,
by Defrim Cizmja and Elvira Cizmja, husband and wife.

Notary Public
Acting in County, Michigan
My commission expires: _____

Drafted By:
Elizabeth K. Saarela
ROSATI, SCHULTZ, JOPPICH & AMTSBEUCHLER, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded, return to:
Cortney Hanson, Clerk
CITY OF NOVI
45175 Ten Mile Road
Novi, MI 48375-3024

EXHIBIT A
25460 NOVI RD, NOVI 48375
CITY PROPERTY

LEGAL DESCRIPTION

**T1N, R8E, SEC 23 PART OF NW 1/4 BEG AT PT DIST S 1653.99 FT & S 87-58-32 E 60.04 FT FROM
NW SEC COR, TH S 87-58-32 E 296.24 FT, TH S 36-20-00 E 267.70 FT, TH S 19-04-20 W 50.79 FT,
TH S 24-59-40 W 20 FT, TH S 32-48-00 W 22 FT, TH S 44-28-00 W 62.32 FT, TH S 36-33-00 E 141.20
FT, TH S 54-08-00 W 178.86 FT, TH N 36-33-00 W 525.91 FT, TH N 150.95 FT TO BEG 3.64 A**

Parcel 22=23-151-029

EXHIBIT B
25460 TRANS X RD, NOVI 48375

LEGAL DESCRIPTION

**T1N, R8E, SEC 23 PART OF NW 1/4 BEG AT PT DIST S 1593.95 FT & S 87-58-32 E 362.62 FT FROM
NW SEC COR, TH N 53-34-00 E 224.82 FT, TH S 36-19-00 E 312.40 FT, TH S 53-39-00 W 205.35 FT,
TH N 36-20-00 W 296.72 FT, TH N 87-58-32 W 24.82 FT TO BEG 1.48 A**

Parcel 22-23-151-027

EXHIBIT C

LICENSE AREA A



Water Tower Park Parking

City of Novi



Map Print Date: 6/26/26
Map Author: J. Gartha

EXHIBIT D
LICENSE AREA B



**Parking License
Area**



Water Tower Park Parking

City of Novi

0 40 80 160 Feet



Map Print Date: 6/30/26
Map Author: J. Gartha

EXHIBIT E
PARKING SCHEDULE

	City Use	Grantee Use		
Parcel A	All year	Nov 1-May 1		
Parcel B	May 1-Oct 1	All year		