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CITY of NOVI CITY COUNCIL

Agenda Item 3
May 21, 2012

SUBJECT: Consideration of the request of TCF Bank for Preliminary Site Plan approval for Main Street, SP12-16. The subject site is 20.66 acres of land located in Section 23, east of Novi Road, and south of Grand River Avenue, in the TC-1, Town Center-1 Zoning District. The applicant is proposing to terminate the two condominiums recorded over the property, and create three separate metes-and-bounds parcels. Preliminary Site Plan approval is subject to the following documents being approved by the City signed by all relevant parties at the time of Final Site Plan approval:

- a. Main Street Area Reciprocal Parking, Access, and Public/Private Utilities Agreement;
- b. First Amendment to Exchange Agreement (Main Street Area);
- c. Termination of Condominium Project and Master Deed - Main Market Condominium;
- d. Termination of Condominium Project and Master Deed - Novi Main Street Condominium; and
- e. Any other easements or documents required in connection with Final Site Plan approval.

SUBMITTING DEPARTMENT: Community Development - Planning

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The Novi Main Street development was initially proposed as Site Plan 95-53, with preliminary approvals in 1997. At the time of approval, the development was under single ownership and control (Evergreen/Chen), with shared parking, amenities, and utilities. Since then, two large pieces of the development have been split off and sold – the Luna/Vic's Market parcel to the east, and the Grand-Grace/Fifth Avenue Ballroom parcel to the west. The remaining parcel saw only one of its planned buildings constructed, the existing Atrium Building and adjacent parking on the northwest corner of Main Street and what was once known as Market Street. The remaining parcel was further divided in 2001 into the Main Market Condo; Unit 1 included the existing Atrium Building, Unit 2 included the undeveloped land west of the Atrium Building on the north side of Main Street, and Unit 3 included the undeveloped land on the south side of Main Street. Please see attached map for reference.

In 2006, the new owners of the Main Market Condo – Triangle Development – created a second condominium on top of Unit 2 of the Main Market condominium. This new condominium – Novi Main Street Condominium – included four units within Unit 2 of Main Market. Triangle also received preliminary site plan approval for their plans to develop Units 2 and 3. Construction of buildings approved on Triangle's plans never commenced and in late 2009 Units 2 and 3 transferred to TCF Bank. Unit 1 – the Atrium Building – had previously been sold to Main Street Partnership, LLC in 2006. TCF Bank sold Unit 2 to the Victor R. Cassis Trust in late 2010. Unit 3 remained under the ownership of TCF Bank.

In August 2011 a public hearing was scheduled before the Planning Commission because TCF Bank wished to remove Unit 3 from the Main Market condominium. That public hearing was postponed to a later date because (among other reasons) it became clear that all three unit owners wished to dissolve the two existing condominiums (Main Market and Novi Main Street) and create three separate metes-and-bounds parcels. In late 2011 and early 2012, staff coordinated a number of meetings with property owners and stakeholders in the Main Street area to facilitate discussions, identify issues, and provide a coordinated response to the question of dissolution both condominiums.

In March 2012, TCF Bank submitted Preliminary Site Plan SP12-16. Included on the site plan were the current conditions of the property (buildings, parking areas, driveways, utilities, easements, etc.) and the proposed metes-and-bounds parcel lines for three new parcels. No new buildings, parking lots, driveways, amenities, utilities, or any other site work were proposed as part of the plan. The plan proposes to replace all site plans originally approved for the properties and to dissolve the two existing condominiums.

On April 25, 2012, the Planning Commission held a public hearing for Preliminary Site Plan SP12-16. The Planning Commission's recommendation to the City Council was for Preliminary Site Plan approval subject to the three property owners and the City coming to an agreement on a collection of draft legal agreements, and contingent on a number of issues. If the Preliminary Site Plan is approved by the City Council and subsequently receives Final Site Plan approval, the new Final Site Plan would supersede all previously-approved site plans, including site plans approved for Evergreen/Chen in 1997 and Triangle/Nona in 2006.

The draft legal documents include the following:

1. Main Street Area Reciprocal Parking, Access, and Public/Private Utilities Agreement
2. First Amendment to Exchange Agreement (Main Street Area)
3. Termination of Condominium Project and Master Deed - Main Market Condominium
4. Termination of Condominium Project and Master Deed - Novi Main Street Condominium.

There may be additional engineering documents required with the submittal of the Final Site Plan (e.g. storm water), and a land division is also required.

Main Street was originally under single ownership and was envisioned, planned, and approved as an integrated development with shared amenities, utilities, and maintenance. The legal documents are intended to collectively retain those aspects once the two condominiums are dissolved and the property is divided into three separate parcels each under separate ownership.

A street vacation request for remaining Paul Bunyan public right of way is being presented to the City Council for consideration under a separate public hearing and action item.

RECOMMENDED ACTION:

Approval of the request of TCF Bank, SP12-16 Main Street, for the Preliminary Site Plan, subject to the following:

1. Consideration for Final Site Plan approval must return to the City Council and is subject to the following documents being approved by the City and signed by all relevant parties at the time of Final Site Plan approval:
 - a. Main Street Area Reciprocal Parking, Access, and Public/Private Utilities Agreement;
 - b. First Amendment to Exchange Agreement (Main Street Area);
 - c. Termination of Condominium Project and Master Deed - Main Market Condominium;
 - d. Termination of Condominium Project and Master Deed – Novi Main Street Condominium; and
 - e. Any other easements or documents required in connection with Final Site Plan approval, including any agreements or consents required from third parties, if any.
2. Compliance with all conditions and requirements listed by the Planning Commission in their motion of April 25, 2012, including:
 - Applicant to include locations of all applicable cross-access easements on a Revised Final Site Plan;
 - Applicant to submit Application for Site Plan and Land Use Approval that includes the notarized signatures of all applicable parties;
 - Applicant to provide a Revised Final Site Plan signed and sealed by an architect or engineer registered in the State of Michigan;
 - Applicant to adjust of parcel lines for proposed Parcel 1 to eliminate existing building encroachment; and
 - Applicant to remove former condominium unit boundaries on the Revised Final Site Plan.
3. Compliance with all conditions and requirements listed in the staff and consultant review letters.
4. City Assessor’s review and approval of the proposed land division.

This motion is made because the plan is otherwise in compliance with Article 16, Article 24, and Article 25, and all other applicable provisions of the Zoning Ordinance.

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

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

REDUCED PRELIMINARY SITE PLAN
SP12-16

BOSS ENGINEERING
ENGINEERS & SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS

PROPOSED PARCELS
17440 COLLEGE PARKWAY
LIVONIA, MI 48152
TWP BARK

MAIN MARKET CONDOMINIUM

PROPOSED

FOR

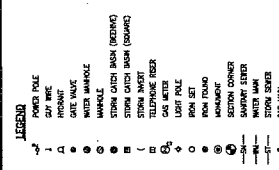
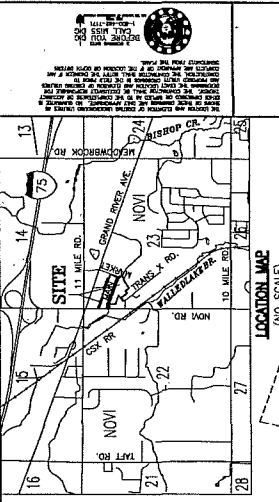
DATE

NO. 1

DATE

NO.	DATE	DESCRIPTION
1	2-2-12	DESIGN DEVELOPMENT
2	2-2-12	PERMITS

DESIGNED BY: AAZ/SBF
CHECKED BY: [Signature]
SCALE: 1" = 50'
JOB NO. 11-1317-1
DATE: 2-18-12
SHEET NO. 1 OF 1



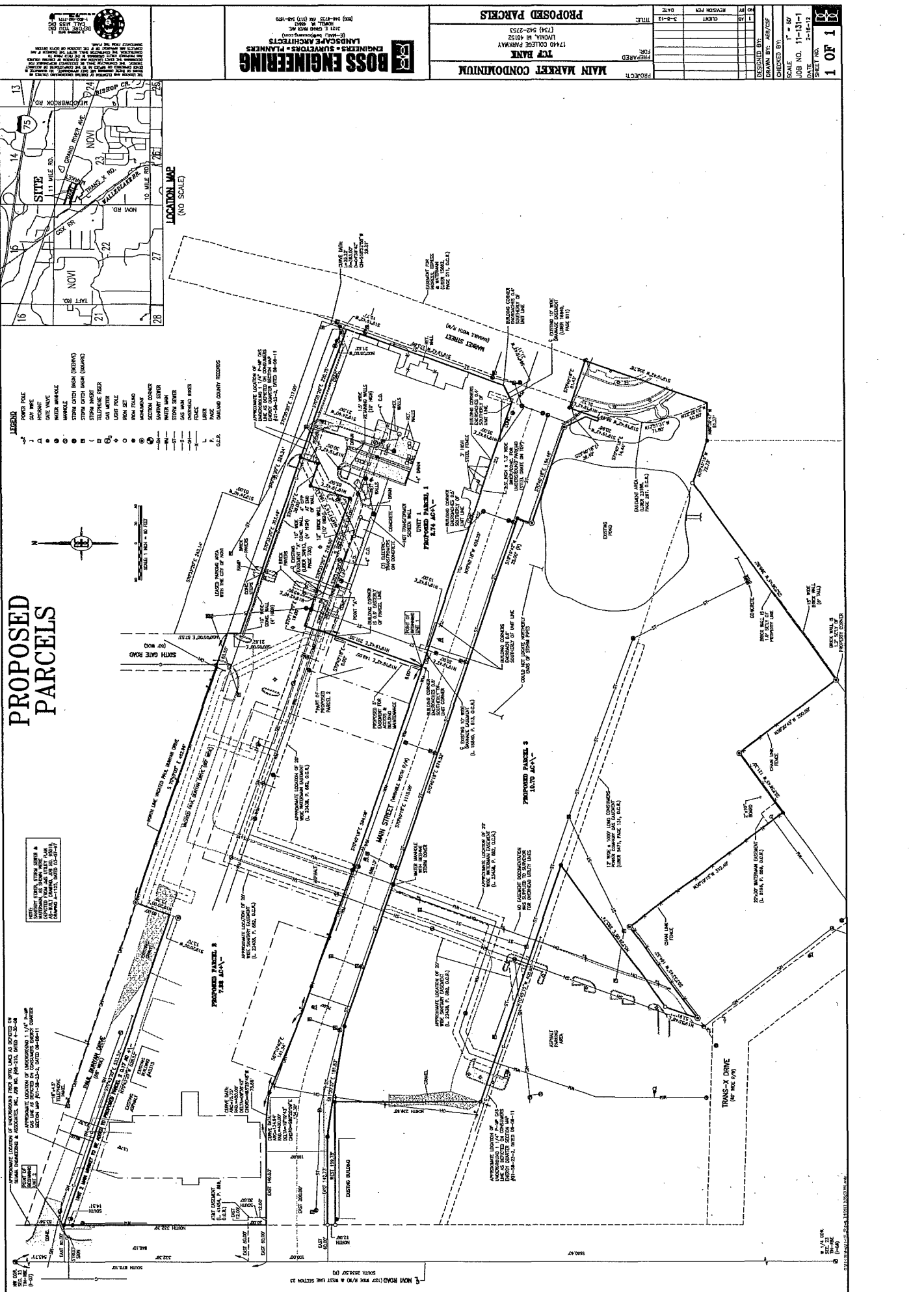
PROPOSED PARCELS

PROPOSED PARCELS 1
10.75 AC±

PROPOSED PARCELS 2
7.28 AC±

PROPOSED PARCELS 3
10.70 AC±

PROPOSED PARCELS 4
10.70 AC±



MAPS

Location Aerial

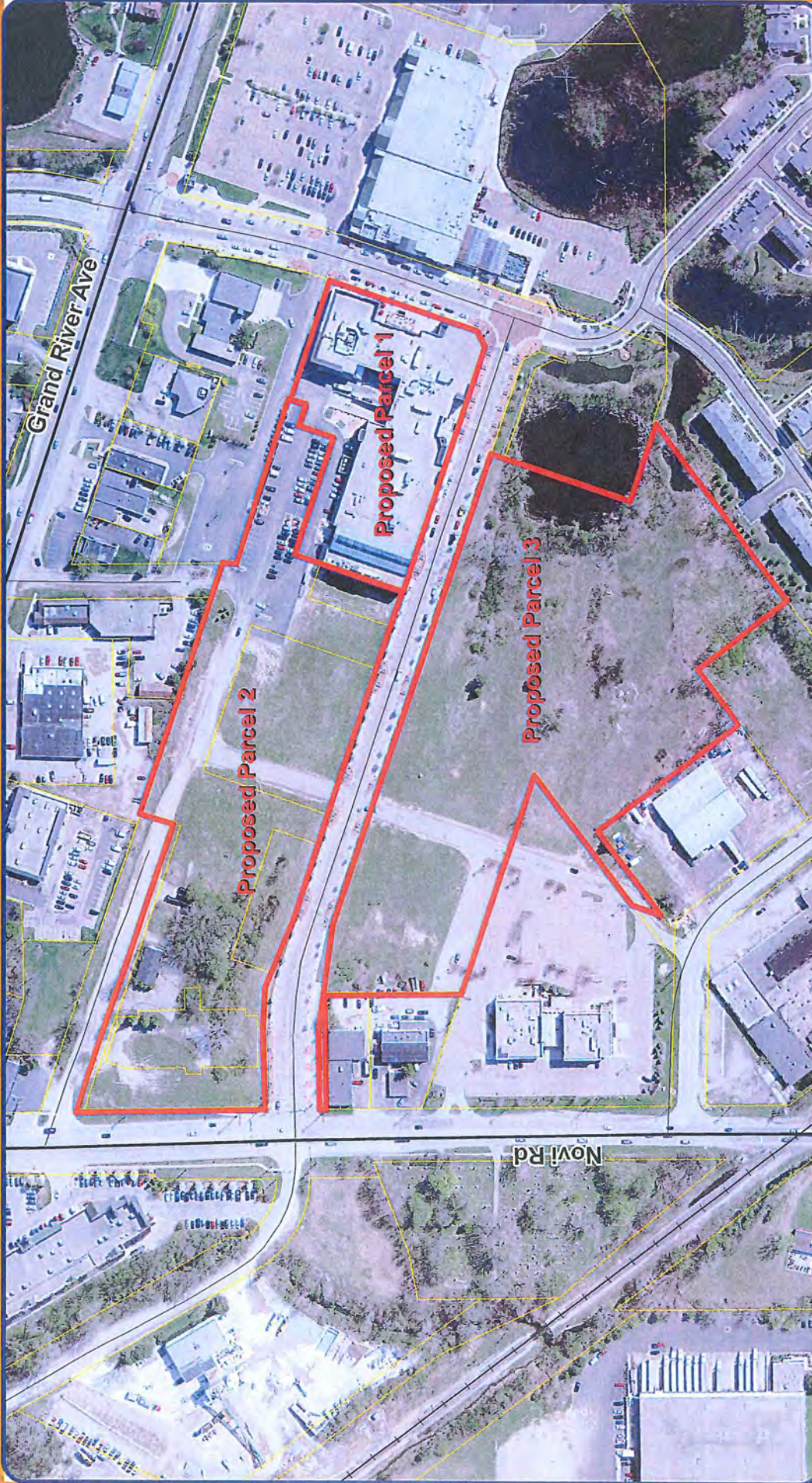
Zoning

Future Land Use

Natural Features

SP 12-16 Main Street

Location





Map Author: Dave Campbell
Date: April 16, 2012
Project: SP 12-16 Main Street
Version #: 1.0

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE
Map information depicted is not intended to replace or substitute for any official or primary source. The map was intended to meet the needs of the public and is not intended to be used for legal purposes. Boundary measurements and area calculations are approximate and should not be used as a basis for any legal action. The City of Novi is not responsible for any errors or omissions in this map. Please contact the City GIS Manager for confirmation source and accuracy information related to this map.

Map Legend

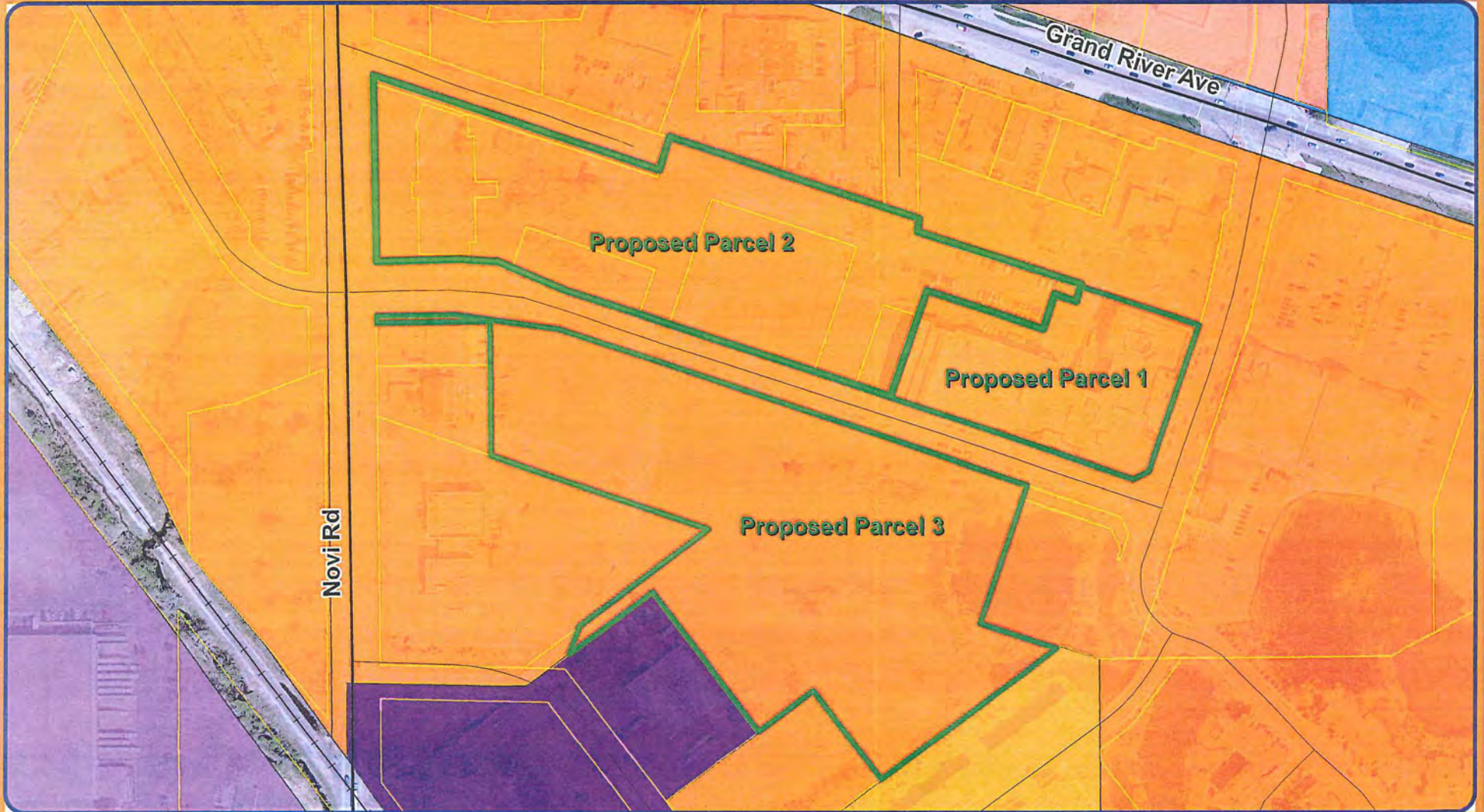
-  Subject Properties
-  Tax Parcels



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



SP 12-16 Main Street Zoning












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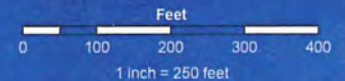
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Map Legend

- | | |
|--|--|
|  Subject Properties |  I-1: Light Industrial District |
|  Tax Parcels |  I-2: General Industrial District |
| Zoning | |
| Zoning Code | |
|  RM-1: Low-Density Multiple Family |  OS-1: Office Service District |
|  RM-2: High-Density Multiple Family |  TC: Town Center District |
| |  TC-1: Town Center -1 District |

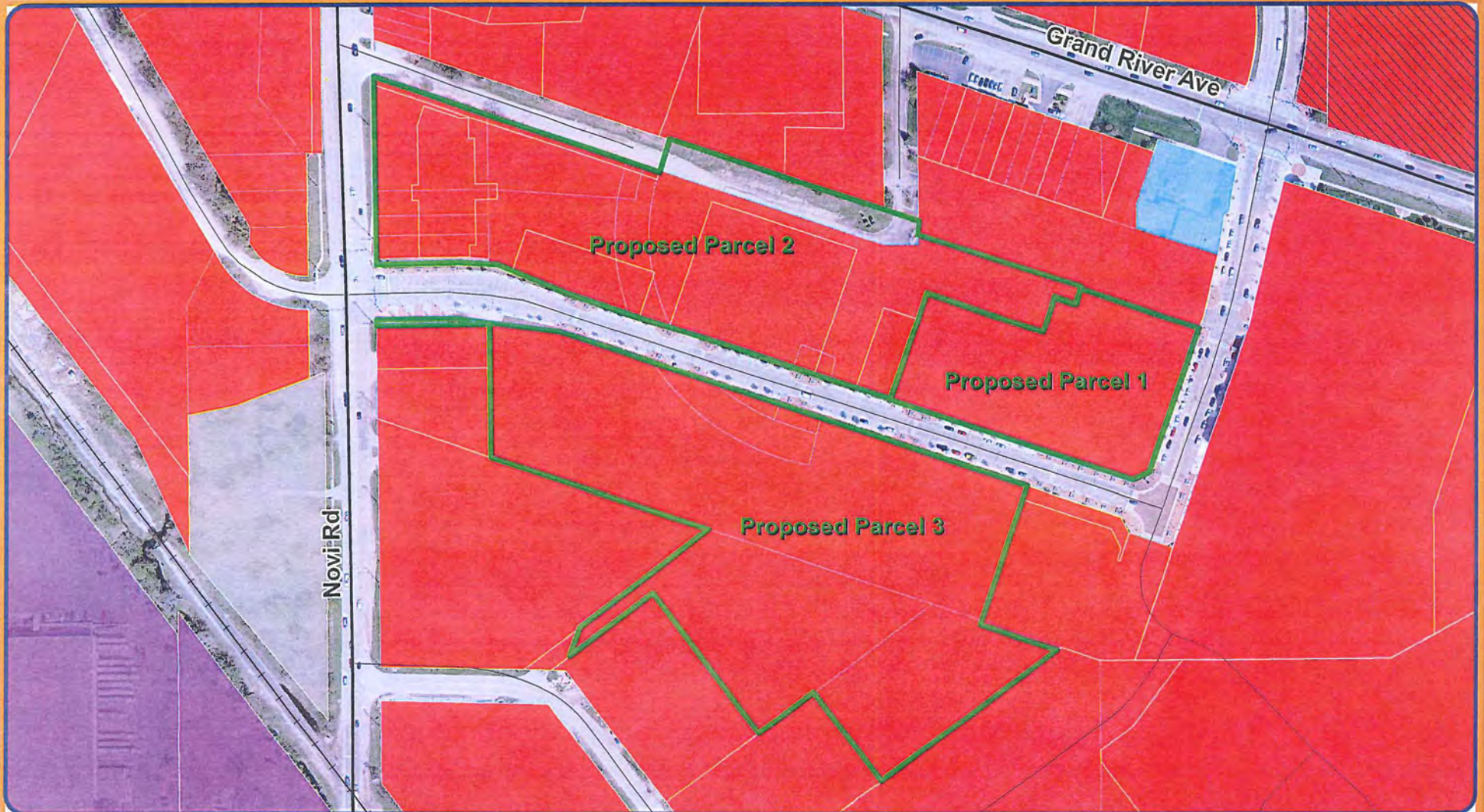


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SP 12-16 Main Street

Future Land Use











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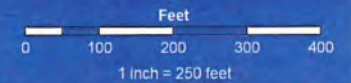
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Map Legend

- | | | |
|---|--------------------|--|
|  | Subject Properties | Future Land Use (2010) |
|  | Tax Parcels | Proposed Land Use |
| | |  INDUSTRIAL RESEARCH DEVELOPMENT TECHNOLOGY |
| | |  TC COMMERCIAL |
| | |  TC GATEWAY |
| | |  PUBLIC |
| | |  CEMETERY |
| | |  UTILITY |

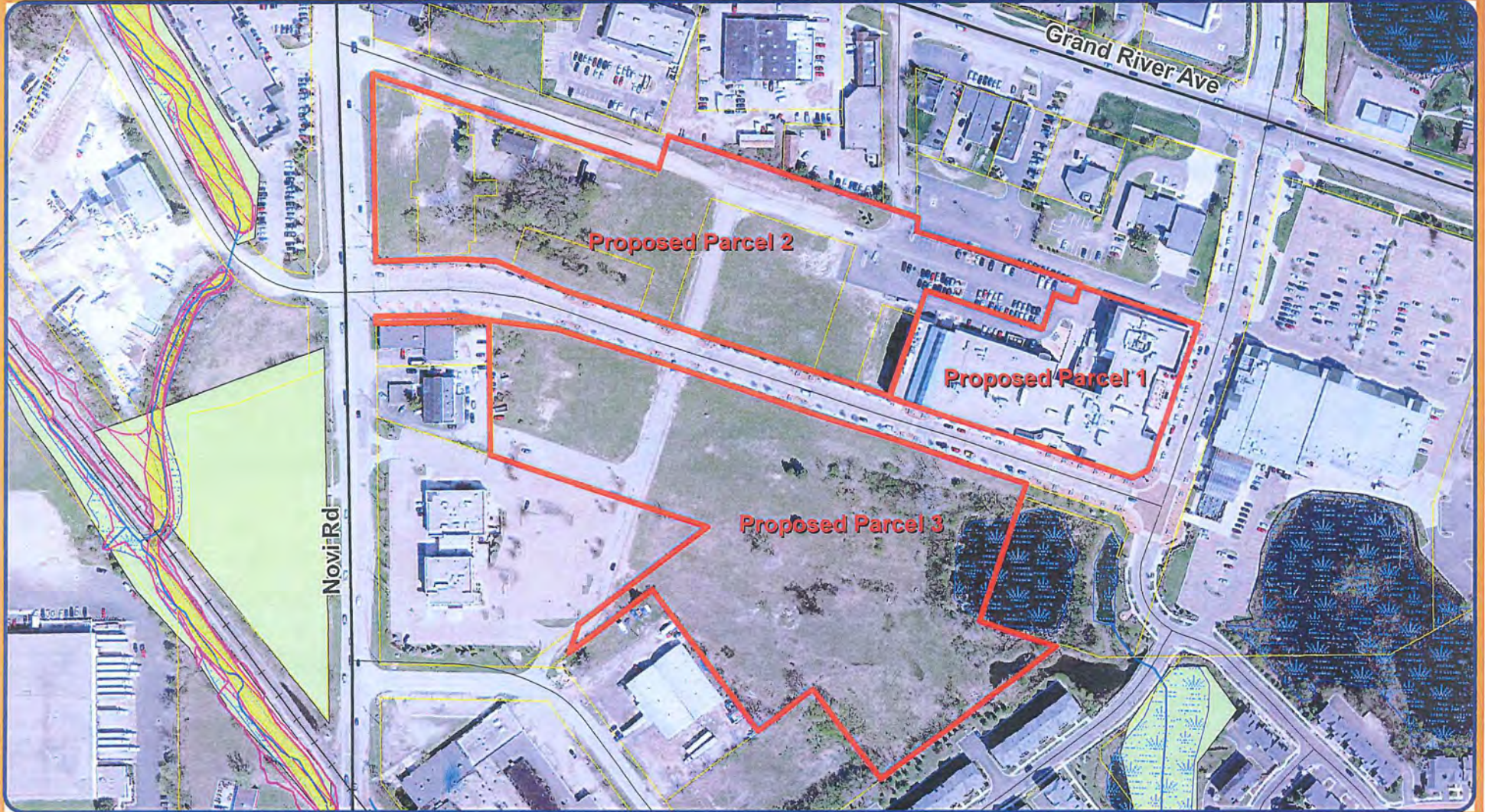


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SP 12-16 Main Street

Natural Features



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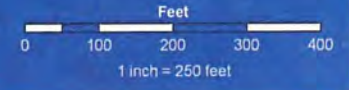
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Map Legend

Subject Properties	Waterways	FIRM Flood Hazard Areas	Flood Zones
Wetlands	Woodlands	1.0% Chance Flood Zone A	1.0% Chance Flood Zone AE
		FLOODWAY	FLOODWAY



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MAIN STREET AREA

RECIPROCAL PARKING, ACCESS, AND PUBLIC/PRIVATE UTILITIES AGREEMENT

DRAFT

MAY 15, 2012

Draft 5.15.12

MAIN STREET AREA

**RECIPROCAL PARKING, ACCESS, AND PUBLIC/PRIVATE UTILITIES
AGREEMENT**

This Agreement, effective this ____ day of _____, 2012, is by and among TCF NATIONAL BANK, a National Banking Association, whose address is 11440 College Parkway, Livonia, MI 48152-2363 ("TCF"); VICTOR R. CASSIS LIVING TRUST u/a/d November 12, 2011, whose address 22186 Dale View Drive, Novi, MI 48374 ("CASSIS"); and MAIN STREET PARTNERSHIP, L.L.C., a Michigan Limited Liability Company, whose address is 710 East Ogden Avenue, Suite 420, Naperville, IL 60563 ("MAIN STREET PARTNERSHIP") (sometimes individually referred to as "Party," or collectively "the Parties"), for the purpose of describing the terms and conditions of shared parking and access among properties, both as existing and as relates to future development of currently vacant parcels, and confirming various utilities and other recorded easements.

A. The property that is the subject of this Agreement comprises the former Main Market Condominium (Units 1 through 3) located in Novi west of Market Street and east of Novi Road, south of Grand River Avenue. The overall legal description of the property affected is attached as Exhibit A. For purposes of this Agreement, the entire area described therein and subject to this Agreement will be called "the Property."

B. As of the date of this Agreement, the Property is made up of three separate parcels. Parcel 1 (Parcel No. 22-23-176-____) is approximately 2.74 acres, and is owned by MAIN STREET PARTNERSHIP. Parcel 2 (Parcel No. 22-23-176-____) is approximately 7.2 acres and is owned by the CASSIS. Parcel 3 (Parcel No. 22-23-176-____) is approximately 10.70 acres and is owned by TCF. The separate parcels are described and depicted on the attached Exhibit B.

C. The Property was previously owned, in its entirety, by Evergreen III, L.L.C ("Evergreen"), and was part of a larger area known for purposes of this Agreement as the Evergreen Main Street Development. In addition to the Property, Evergreen owned and/or developed other parcels in the Evergreen Main Street Development, including (a) the property

across Market Street, now owned by Luna Properties, L.L.C. (Parcel No. 22-23-176-011) ("Luna"); (b) the parcel to the east of Luna, now owned by Grand Novi Associates, L.L.C. (Parcel No. 22-23176-016) ("Grand Novi"); and (c) property to the west of the subject property now owned by Grand Grace Holdings (Parcel No. 22-23-151-022) ("Grand Grace").

D. Of the three parcels that make up the Property, only Parcel 1 is developed with building improvements. It contains a multiple-use retail/office building and a related parking area. There is no building on Parcel 2, but there is an asphalt parking area that is used in connection with the building on Parcel 1. There is no building on Parcel 3, but there is an asphalt parking area and stormwater retention pond that serves the development on Parcel 1.

E. The development of all of the currently improved parcels within the Evergreen Main Street Development was part of a coordinated project, portions of which were completed over a period of years. The building on Parcel 1 was developed by Evergreen, as were the existing buildings on the Grand Grace, Luna, and Grand Novi parcels. Evergreen utilized a comprehensive site plan, which was amended over time.

F. As part of the coordinated development of the Evergreen Main Street Development, Evergreen took advantage of the provisions of the City of Novi Zoning Ordinance for the Town Center (TC-1) District that allowed for the sharing of parking areas between developments for purposes of meeting parking requirements. At various points in connection with the construction of buildings and improvements throughout the Evergreen Main Street Development, Evergreen and/or others constructed certain parking and access areas on the Property (the "Existing Parking and Access Improvement Areas"). The Existing Parking and Access Improvement Areas are depicted and described on the attached Exhibit C. They consist of (1) the South Access Drive; (2) the South Shared Parking/Access Area; (3) the North Access Drive; and (4) the North Shared Parking/Access Area.

G. In 2001, Evergreen recorded the Master Deed for the Main Market Condominium, which included all of the Property (then known as Units 1, 2, and 3 of the Main Market Condominium). Because Evergreen had not secured approval through the appropriate City ordinance process to establish a condominium, the successor owners of the Property were required to secure approval of the condominium from the City, which it received in or around 2005. An affidavit outlining the process and the basis for the City's approval of the Main Market Condominium is recorded at Liber 35208, Pages 726-732, inclusive, Oakland County Records. The Main Market Association was incorporated as a Michigan Nonprofit Corporation in 2000, but there was an automatic dissolution effective in 2004.

H. The Main Market Condominium Master Deed provides for shared parking among all Units (i.e., the Property) through approval of a condominium site plan showing such improvements and the establishment of general common element areas. In addition to the mixed-use building and related parking (including underground parking) located on Unit 1, surface parking and access roads intended to serve the building on Unit 1 was constructed in the general common element areas located on Unit 2. Under the Master Deed, additional general common element areas on Unit 2 were available for of the Condominium Co-Owners.

I. In addition to the shared parking indicated in the Main Market Condominium, there is a "Reciprocal Easement, Utility and Parking Agreement" between Evergreen and Vic Kid, L.L.C., that encumbers an area of the Luna property and the Grand Novi property, and that contemplates possible easement rights with regard to access and parking on the property in the future, which such agreement is recorded at Liber 14998, Pages 350-364, inclusive, Oakland County Records. A subsequent agreement dated January 17, 2001, between Evergreen, Main Market L.L.C. (the then-owner of Unit 1), and Vic's Market Condominium Association, entitled "Parking Easement Agreement," provided for additional shared parking rights between Unit 1 and a portion of the Luna parcel, which such agreement is recorded at Liber 22431, Pages 620-632, inclusive, Oakland County Records.

J. In addition to parking and access areas, Evergreen and/or its successors-in-interest installed various public and private utilities within the Evergreen Main Street Development that are common to and serve multiple properties within that area, including Parcels 1,2, and 3, and established a storm drainage system, including a retention pond to service the Property, as shown on Exhibit ____.

K. In or around 2007, Units 2 and 3 of the Main Market Condominium were acquired by Triangle Main Street, L.L.C. ("Triangle"), which proposed a development on those two vacant parcels. The City granted preliminary site plan approval for the Triangle Main Street Development in or around 2007. Triangle subsequently prepared a document entitled "First Amendment to Master Deed Main Market Condominium," which it recorded at Liber 3945, Pages 230-236, inclusive, Oakland County Records. At the time, Triangle was the owner of Units 2 and 3, but not Unit 1. Certain of the Parties dispute the efficacy of this Amendment. However, the Amendment, among other things, purported to create additional general common element areas on Unit 2. Also in 2007, a separate Main Market Association was incorporated as a Michigan Nonprofit Corporation purporting to establish Articles of Incorporation for the purpose of, among other things, managing and administering the Main Market Condominium. The efficacy of this action is also disputed by certain of the Parties. In any event, no annual report has been filed since 2009.

L. In addition, Triangle created a separate Condominium known as the Main Street Condominium on/across two of the Main Market Condominium. The Master Deed for the Main Street Condominium is recorded at Liber 39940, Pages 497-562, inclusive, Oakland County Records.

M. In or around 2009, Triangle sold Units 1 and 2 of the Main Market Condominium (including all property within the Main Street Condominium) to TCF.

N. On or about December 29, 2011, TCF sold a portion of Unit 2 to CASSIS. TCF has listed the remainder of the property it purchased from Triangle (including Unit 3) for sale.

O. Subsequently, and regardless of any disputes as to the efficacy of the actions noted above, the Parties determined that it would be appropriate to dissolve both Condominiums that have been recorded and established on the Property in order to make Units 2 and 3 ready for redevelopment. Therefore, on _____, 2012, at the request of the Parties, the City of

Novi approved a final site plan amendment, SP-12-16, that contemplated the dissolution of both the Main Market Condominium and the Main Street Condominium and the creation of Parcels 1, 2, and 3 described above and in Exhibit B, subject to a land division as required by the City of Novi Code of Ordinances and applicable state law. The final site plan is attached as Exhibit D. The land division to create the three Parcels was granted by the City Assessor on _____, 2012.

P. The approval of SP-12-16 was conditioned on the parties executing this Reciprocal Parking, Access, and Public/Private Utility Agreement to provide for shared parking and access rights consistent with the development approvals for the existing improvements, as well as rights with regard to shared access and the maintenance of other improvements on the Property, and to acknowledge the existence of various utilities and other improvements or recorded easements. Similarly, the land division to create the Parcels was conditioned on the execution of this Reciprocal Parking, Access, and Public Utility Agreement.

Q. The Parties also desire to acknowledge certain limitations regarding the nature and extent of the future development of the Property, including parking and access requirements, in light of the development history of the property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Section 1. Grant of Reciprocal Parking and Access Easement

This Agreement provides for certain shared parking, authorizing specific parking use by particular Parties subject to limitations, and also provides for the continuation of specified access drives. Consistent with, and subject to the specific authorizations and limitations specified in this Agreement, the Parties hereby grant to each other, and to their respective agents, contractors, tenants, customers, and invitees ("Permitted Users"), a reciprocal parking and access easement over, in, upon and through the respective Existing Parking and Access Areas depicted on the attached Exhibit C, including particular vehicular parking areas and parking spaces shown thereon, and all drives and vehicular passageways, in accordance with the terms and conditions of this Agreement. Such reciprocal parking and access easement shall be perpetual and non-exclusive. The Parties agree that the easement is for the use and benefit of the Parties and their Permitted Users only, for the purposes of vehicular and pedestrian access and parking in connection with existing and future uses of the Property. The easement does not include the loading and unloading areas immediately adjacent to the building on Parcel 1 and designated on the attached final site plan.

Section 2. Reasonable Use of Parking and Access Easement Areas

The Parties agree that their use of the Existing Parking and Access Easement Areas will be conducted in such a manner that it does not damage the areas or the existing improvements, or unreasonably interfere with the rights and free use of the parking and access easement areas by the Parties or their Permitted Users, or otherwise unreasonably increase the burden on such areas.

No Party shall block or obstruct the Existing Parking and Access Easement Areas; no fences, walls, or other barriers may be placed therein by any party, subject to the express terms contained in this Agreement. Any Party that damages any portion of the Existing Parking and Access Easement Areas shall, as soon as practicable, repair and/or replace any damage that it has caused to the improvements thereon.

Section 3. Maintenance

During the entire term of this Agreement, each Party shall use the Existing Parking and Access Easement Areas in careful and proper manner, in compliance with all applicable laws and regulations. Subject to the exception stated below, each Party, at its sole expense, shall service, repair, and maintain, or cause to be serviced, repaired, and maintained, the area owned by such Party (that is, located on its Parcel, as described above) so as to keep such parking area in good condition, repair, and appearance and in working order for the purposes intended, ordinary wear and tear excepted; provided, however, that at all times the condition of the Existing Parking and Access Easement Areas shall be in compliance with all applicable laws and regulations, and shall include, at a minimum, restriping and resurfacing at appropriate times so as to keep the condition of the Existing Parking and Access Easement Areas reasonably equivalent to other comparable commercial developments within the City of Novi; timely pothole repair; keeping the areas free of debris and weeds; timely snow removal; and maintenance of parking lot lighting in good working order and appearance.

Notwithstanding the foregoing, as to the area shown on the attached Exhibit C and identified as the "Shared Maintenance Area," the Parties agree that normal maintenance of such area shall be the responsibility of the owner of Parcel 1 (MAIN STREET PARTNERSHIP) until such time as that portion of Parcel 2 (CASSIS) that is immediately west of the existing building on Parcel 1 and east of the North Access Drive is developed with a building and has a (temporary or permanent) certificate of occupancy issued by the City. At that time the maintenance responsibilities described herein shall be shared equally by MAIN STREET PARTNERSHIP and CASSIS. Shared maintenance activities shall be undertaken by MAIN STREET PARTNERSHIP, with reimbursement by CASSIS of 50% of the reasonable cost of the maintenance within 30 days of an invoice from MAIN STREET PARTNERSHIP. Before undertaking any specific maintenance activity other than snow or ice removal, MAIN STREET PARTNERSHIP shall provide notice to CASSIS of its intent to do so, and provide respective contracts for such work, including bid documents, if applicable. Following issuance of a (temporary or permanent) certificate of occupancy for a building on Parcel 2, in the event substantial replacement or reconstruction of the Shared Parking Area is required, such costs shall be borne equally between MAIN STREET PARTNERSHIP and CASSIS on the basis of a mutually approved contract or contracts; provided, however, that until January 1, 2020, if no (temporary or permanent) certificate of occupancy has been issued by the City for a building on Parcel 2 in the area adjacent to parcel 1, then such cost shall be borne exclusively by MAIN STREET PARTNERSHIP, with any costs incurred after January 1, 2020 being borne equally between MAIN STREET PARTNERSHIP and CASSIS.

Section 4. Improvements/Alterations

A Party, at its own expense, may make beneficial improvements or alterations to the portion of the Existing Parking and Access Easement Areas on that Party's Parcel, provided that (a) such improvements or alterations do not reduce the overall number or convenience of parking spaces available to the other Parties; (b) do not materially impact access or limit access by the other Parties; and (c) receive all required approvals from the City of Novi and other necessary governmental agencies. Before making any such improvement or alteration, the Party making such improvement or alteration shall provide 90 days' written notice of such proposed improvement or alteration, including a description of the work proposed and any available drawings.

Notwithstanding the foregoing, as to the area shown on the attached Exhibit C and identified as the South Access Drive, such access drive may be relocated if site plan approval is granted by the City and provided the relocated drive (a) still provides a connection from Trans-X Drive and main Street; (b) still provides access to the South Shared Parking and Access Area; and (c) does not materially reduce the intended function and utility of the other Parties.

Section 5. Temporary Interruptions

Notwithstanding any language to the contrary herein, a Party's right to use any Existing Parking and Access Easement Areas may be temporarily interrupted, to the extent reasonably necessary, in the event of an emergency situation, repairs and maintenance, permitted additions, modifications, and improvements, fire or casualty, or other causes beyond the reasonable control of a party. In addition, nothing in this Agreement shall prevent a Party from seeking approval from the City for special events or approvals for uses permitted under the City of Novi Code of Ordinances, including, but not limited to, tent sales or outdoor gatherings that are temporary in nature and do not unreasonably interfere with another Party's use of the Existing Parking and Access Easement Areas and do not exceed 5 days for any given event or approval. Any Party intended to proceed with such an event shall provide 30 days' written notice of such proposed event, including a description and any available drawings.

Section 6. Dedicated Parking Areas on Parcel 1 in Underground Parking Garage

Notwithstanding anything in this Agreement to the contrary, MAIN STREET PARTNERSHIP, as the owner of Parcel 1, may dedicate or assign spaces within the underground parking area located on Parcel 1 to the Permitted Users of Parcel 1. Such dedicated or assigned spaces shall not exceed 40% of the spaces, or ___ total spaces. In addition, MAIN STREET PARTNERSHIP may restrict access and/or implement security gates in connection with the underground parking spaces for the benefit of the Permitted Users of Parcel 1 between the hours of 6:00 pm and 7:00 am. However, such dedication or assignment may only be established in the area shown on Exhibit ___, and shall not result in an impediment to use and access of such parking by other Parties entitled to such use, and considering any arrangement with third parties referenced in Section 10, below, the remaining spaces in such underground parking area shall continue to be open and available for the other Parties entitled to shared parking in such facility.

Section 7. Acknowledgment of Existing Common Public/Private Utilities/Easements

The Parties jointly submitted an application for an amendment to the site plan that created the Main Market Condominium. Such site plan approval (SP-12-16) (Exhibit D) contemplated the dissolution of the Main Market Condominium and the establishment of three separate parcels (Parcels 1, 2, and 3). The site plan approval also establishes access to each as shown on the site plan. The site plan also depicts common public/private utilities and other easements, including certain underground and surface sanitary sewer, water, gas, electrical, telephone and cable, and storm drainage facilities. The Parties further acknowledge that the joint submission of the application for amendment of the site plan represents their approval and consent to, and grant of any required easements for, such existing utilities and/or other existing improvements.

To the extent the maintenance and repair of these existing utilities and other improvements is not undertaken by the City of Novi or another governmental agency, such maintenance and repair shall be the responsibility of the Party on whose Parcel the improvement or utility and/or improvement is located, unless such maintenance or repair is necessarily common to all Parcels, in which event such expenses shall be shared on a pro rata basis, based on property value as assessed, or the necessity for such maintenance or repair arises solely as a consequence of the act or neglect of another Party, in which event the responsible Party shall undertake such maintenance or repair at its own cost. In either event, such maintenance or repair shall be conducted in a manner that does not unreasonably interfere with the rights or activities of the other Parties.

No existing utility or other improvement, or easement therefor, within the Existing Parking and Access Easement Areas shall be enlarged or relocated, nor shall the burden thereof be increased, without the prior written consent of the Party on whose Parcel the improvement or facility is located, which consent shall not be unreasonably withheld or delayed.

Section 8. Indemnification

Each party agrees to defend, indemnify, and save the other Parties and their respective agents, representatives, officers, directors, and shareholders harmless from all claims, loss, damages, costs, expenses, including reasonable attorney fees, because of personal injury or death of persons, or the destruction of property, resulting from, arising out of, or in any manner connected with the indemnifying Party's use, occupancy, or possession of the Existing Parking and Access Easement Areas; provided, however, that no Party shall be liable for any claims, losses, damages, costs, or expenses that are caused due to the intentional, willful, or grossly negligent act or omission of the Party otherwise indemnified, or its employees or agents, and also except for claims paid pursuant to any policy of insurance obtained by a Party as set forth herein.

Section 9. Insurance

Each party to this Agreement shall carry and maintain, or cause to be carried and maintained, throughout the term of this Agreement, commercial general liability insurance in the amount of at least \$5,000,000, combined single limit/per occurrence, subject to a commercially reasonable deductible, covering all bodily injury, including death, and property damage arising out of the use of the parking and access easement areas and the party's indemnity obligations under this Agreement. Such minimum amount of insurance shall be adjusted each decade in the

year in which the federal census is taken consistent with the changes in the cost of living, and taking into consideration any other particularly relevant fact. Notwithstanding any other language in the Agreement to the contrary, in no event shall any Party be liable to any other Party for consequential damages arising out of this Agreement.

Section 10. Effect on Existing Agreements

The Parties acknowledge the existence of the agreements between their predecessor(s)-in-interest, Evergreen and/or Main Market, L.L.C., and various third parties as recited above, relating to parking, access, and utilities, copies of which are attached as Exhibit _____. The Parties agree that this Agreement does not modify such separate agreements, which remain in force and effect. The terms and conditions in this Agreement, and any covenants or promises herein, apply as between the Parties only, and not any third parties. This provision shall not prevent any Party from contesting the effect of such agreements.

Section 11. Parking and Access Relating to Future Development on Units 2 and 3

The Parties acknowledge that Parcels 2 and 3 are essentially vacant and/or undeveloped, and that building improvements will be proposed and constructed or installed thereon in the future. The Parties acknowledge and agree that any future building improvements shall stand on their own for purposes of compliance with the City of Novi Code of Ordinances, including the Zoning Ordinance, with respect to building location, size, setback, area, and the like. The Parties further agree that, except as provided below, the parking within the Existing Parking and Access Easement Areas shall not be used to satisfy parking requirements for any new development or building improvements on Parcels 2 and 3.

More specifically, the Parties agree that:

- (a) For purposes of parking calculations for buildings or uses constructed after the date of this Agreement on Parcels 2 and 3, the Existing Parking and Access Easement Areas shall be excluded from the calculation of developable area, and the existing parking spaces shall not be counted toward required parking for any new building improvements or new uses; such required parking shall be calculated under the standards for the applicable zoning district.
- (b) Any new surface parking for new non-residential building improvements or new uses will be open to use by and among all Parties; that is, any non-residential surface parking areas shall be open to the Permitted Users of all Parties, and not gated. This limitation shall not apply to a parking structure, above or below ground, constructed on Parcel 2 or 3. This limitation shall not prohibit the assignment or designation of a limited number of spaces within any new surface parking area constructed on Parcel 2 or Parcel 3 for use by Permitted Users of those parcels, which number shall not exceed _____ % of the new spaces and shall be approved by the city of Novi at the time of site plan approval or amendment,

The Parties further acknowledge that the City of Novi has indicated that it does not intend to enforce any private parking limitations, except with respect to such limitations as it has expressly approved.

Section 12. Taxes and Assessments

Each party shall be responsible for all taxes and assessments of any kind levied against their Parcel, and no party shall have any responsibility to pay such taxes and assessments levied against any other Parcel not owned by the party; provided, however, that this provision shall not prevent a Party from challenging the valuation of its property in accordance with applicable property tax laws.

Section 13. General Provisions

Term. This Agreement shall become effective on the date set forth above and shall remain binding upon the Parties until terminated by mutual agreement of all the Parties.

Entire Agreement. This Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the Parties hereto. However, the Agreement may be modified with no notice to any Permitted Users or any third party.

Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

Successors and Assigns. This Agreement, and each covenant and condition contained in this Agreement, shall inure to the benefit of and be binding on the Parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

No Partnership or Joint Venture. Nothing in this Agreement shall be deemed or construed by the Parties, or by any third party, to create the relationship of principal and agent, or of partnership, or joint venture, or of any association between the Parties.

Recording. A fully executed copy of this Agreement shall be recorded in the Oakland County Register of Deeds.

Default. No default under this Agreement shall entitle any party to terminate, cancel, or rescind this Agreement. In the event of any violation or breach, or threatened violation or breach, of any of the provisions of this Agreement by a Party, any other Party may apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance, and/or for damages relating to such violation or breach.

Attorneys' Fees and Costs. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover against the other Party or Parties in such legal action, reasonable attorneys' fees and other costs incurred in that action or proceedings, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

Effect of Waiver. Waiver by any Party in whole or in part, expressly or by acquiescence, of any breach or violation of any easement, covenant, and/or agreement herein shall not be construed as, and shall not constitute, a waiver of any other portion of this Agreement. A Party's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or a Party's waiver of any breach hereunder, shall not relieve any other Party of any of its obligations hereunder, whether of the same or similar type. The foregoing shall be true whether the Party's actions are intentional or unintentional.

Severability. Each provision, condition, covenant, and restriction in this Agreement shall be considered severable. In the event any provision, condition, covenant, and restriction in this Agreement is declared invalid or void for any reason, such provision shall not affect any other provision, condition, covenant, and restriction herein. The void or invalid provision, condition, covenant, and restriction will be deemed not a part of this Agreement, and the remainder hereof shall continue in full force and effect.

Agreement Jointly Drafted. All Parties cooperated in the drafting of this Agreement, and therefore, in any construction hereof, the Agreement shall not be construed against any party as the drafter of the Agreement.

Governing law. This Agreement shall be construed and governed in accordance with the laws of the State of Michigan.

Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes.

TCF NATIONAL BANK, a National
Banking Association

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20___, before me,
personally appeared the above named _____, the

_____ of _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that ___ executed the same as _____ free act and deed.

Notary Public, _____ County, MI
My commission expires

VICTOR CASSIS LIVING TRUST,
u/a/d November 12, 2011

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20___, before me, personally appeared the above named _____, the _____ of _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public, _____ County, MI
My commission expires

MAIN STREET PARTNERSHIP, L.L.C., a
Michigan Limited Liability Company

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20___, before me, personally appeared the above named _____, the _____ of _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public, _____ County, MI
My commission expires

MAIN MARKET ASSOCIATION, a
Michigan non-profit corporation

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20____, before me,
personally appeared the above named _____, the
_____ of _____, to me known to be the person
described in and who executed the foregoing instrument and acknowledged that he executed the
same as his free act and deed.

Notary Public, _____ County, MI
My commission expires

THIS INSTRUMENT DRAFTED BY:

WHEN RECORDED, RETURN COPY TO:

Tax Identification Number: _____

FIRST AMENDMENT TO EXCHANGE AGREEMENT

(MAIN STREET AREA)

DRAFT

MAY 15, 2012

Draft 5/15/12

FIRST AMENDMENT TO EXCHANGE AGREEMENT

(MAIN STREET AREA)

This Agreement, effective this ____ day of _____, 2012, is by and among TCF NATIONAL BANK, a National Banking Association, whose address is 11440 College Parkway, Livonia, MI 48152-2363 ("TCF"); VICTOR R. CASSIS LIVING TRUST u/a/d November 12, 2011, whose address 22186 Dale View Drive, Novi, MI 48374 ("CASSIS"); MAIN STREET PARTNERSHIP, L.L.C., a Michigan Limited Liability Company, whose address is 710 East Ogden Avenue, Suite 420, Naperville, IL 60563 ("MAIN STREET PARTNERSHIP"); LUNA PROPERTIES L.L.C. ("LUNA"); and the CITY OF NOVI, whose address is 45175 W. Ten Mile, Novi, MI 48375 ("CITY") (sometimes individually referred to as "Party," or collectively "the Parties"), for the purpose of assigning responsibilities and obligations for maintenance of certain improvements and payment for electric and water utilities.

A. The property that is the subject of this Agreement comprises four separate parcels of property located in Novi, south of Grand River Avenue and east of Novi Road and related public street and street scape improvements. The property is described in the attached Exhibit A. For purposes of this Agreement, the entire area described therein and subject to this Agreement will be called "the Property."

B. More specifically, the Property is made up of: Parcel 1 (Parcel No. 22-23-176-____), which is approximately 2.74 acres, and is owned by MAIN STREET PARTNERSHIP; Parcel 2 (Parcel No. 22-23-176-____), which is approximately 7.2 acres and is owned by the CASSIS; Parcel 3 (Parcel No. 22-23-176-____), which is approximately 10.70 acres and is owned by TCF, and the Luna Parcel, (Parcel No. 22-23-176-011), which is approximately ____ acres and is owned by LUNA. The separate parcels are described and depicted on the attached Exhibit B.

C. The Property was previously owned, in its entirety, by Evergreen III, L.L.C. ("Evergreen"), and was part of a larger area known for purposes of this Agreement as the Evergreen Main Street Development.

D. Of the four Parcels that are included in the Property, only Parcel 1 and the Luna Parcel are developed. There are no building improvements on Parcel 2 or Parcel 3. There are, however, streets, sidewalks, and streetscape improvements adjacent to all of the Parcels.

E. The development of all of the currently improved parcels within the Evergreen Main Street Development was a coordinated project. The building on Parcel 1 was developed by Evergreen, as was the building located on the Luna Parcel.

F. As part of the coordinated development of the Evergreen Main Street Development, Evergreen entered into an Agreement with the CITY, called the "Exchange Agreement," dated July 24, 1995, and recorded at Liber 17028, Pages 100-116, inclusive, Oakland County Records. Under the Exchange Agreement, the City and Evergreen exchanged certain properties in connection with and for the purposes of facilitating the Evergreen Main Street Development. In addition, Evergreen agreed that it would develop the Evergreen Main Street Development according to certain restrictions and requirements, with certain amenities such as street lighting, paved activity nodes, street lighting and sidewalk furniture, safety paths, screening walls, and planters, some of which are located in adjacent public rights-of-way (the "Required Improvements").

G. The Exchange Agreement established two Special Assessment Districts (SADs) (SAD 145C and 146C) to assist Evergreen in paying for the Required Improvements.

H. The Exchange Agreement also contained a provision establishing that Evergreen and its successors would be responsible, in perpetuity, for (a) removal of snow and ice from parking lanes in the streets; (b) removal of snow and ice from the public walkways; and (c) maintenance of all Required Improvements related to Main Street and Market Street. The City agreed that it would remove snow and ice only from the through traffic lanes (i.e., not parking lanes) of the streets.

I. The streets have subsequently been constructed, as have the Required Improvements. The owners of the separate Parcels (the "Parcel Owners") have requested that the Exchange Agreement be amended to reflect that the CITY will assume full and complete responsibility for the maintenance of the public streets, including pavement repair and replacement in accordance with City standards, and snow and ice removal for all lanes, through lanes and parking lanes. The parcel Owners will remain responsible for the maintenance of the remainder of the Required Improvements, including the sidewalks and all streetscape amenities.

J. In addition, since Evergreen incurred the various obligations for snow and ice removal and maintenance of the streetscape amenities at a time when it owned all of the Property, and the Exchange Agreement does not provide a mechanism for allocating such obligations or the cost thereof among several separate owners, the Parcel Owners desire to re-allocate and/or clarify the obligations as among themselves.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Section 1. Amendment of Section 3, Subsection 2 of Exchange Agreement Relating to Maintenance Obligations

Section Three of the Exchange Agreement, entitled "Restrictions," Subsection 2, shall be amended to read as follows in its entirety:

2. The owners of the property subject to these covenants, restrictions, and reservations shall be responsible for: (a) the removal of snow and ice from those public walkways constructed pursuant to City of Novi Special Assessment District No. 146C; and (b) the maintenance of all streetscape improvement constructed pursuant to City of Novi Special Assessment District No. 146C, including but not limited to maintenance of all sidewalks, brick pavers, planters, trellises, lawns and landscaping, irrigations systems, drainage, walls, fences, towers, benches, and streetlights. The city of Novi will perform snow and ice removal and control and also regular pavement maintenance consistent with its practices and procedures for public streets. Should maintenance required herein not be performed by the property owners in a timely manner, the City may perform the same at the expense of the Responsible Property Owner(s) as set forth in Subsection 3 below. Such charges shall be a lien upon the property owned by the Responsible Property Owner as set forth in Subsection 3 below. Such lien shall be of the same character and effect as a lien created by the general law for the State, County, and City taxes, and the lands upon which the same are a lien shall be subject to sale therefor the same as lands upon which delinquent City taxes constitute a lien.

Section 2. Amendment of Section 3, Subsection 2 of Exchange Agreement to add Section 3 Relating to Allocation of Maintenance, Snow Removal, and Utility Costs between Parcel Owners

There is hereby added to Section Three of the Exchange Agreement the following new and additional Subsection 3, which shall read in its entirety as follows:

3. Each property owner (the "Responsible Property Owner") shall be responsible for maintenance of the streetscape improvements located on or adjacent to their Parcel. This shall include, but not be limited to, the obligation to keep all streetlights and irrigations improvements in good condition and working order at all times. Each Responsible Property Owner shall bear the cost of the maintenance of the streetscape improvements on their respective properties. The cost of electricity and water service related to the streetscape improvements shall be borne on a pro rata basis. The parties agree to jointly bear the cost of installation of separate meters for electricity and water for such improvements. Failure to pay a water or electrical charge when due shall be a breach of this Agreement.

Section 3. Remainder of Agreement Unchanged

Except as otherwise modified herein in Sections 1 and 2 above, the Exchange Agreement shall continue in full force and effect unchanged.

Section 4. General Provisions

Term. This Agreement shall become effective on the date set forth above and shall remain binding upon the Parties until terminated by mutual agreement of all the Parties.

Entire Agreement. This Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the Parties hereto, and may be modified with no notice to any Permitted Users or any third party.

Successors and Assigns. This Agreement, and each covenant and condition contained in this Agreement, shall inure to the benefit of and be binding on the Parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

Recording. A fully executed copy of this Agreement shall be recorded in the Oakland County Register of Deeds.

Default. No default under this Agreement shall entitle any party to terminate, cancel, or rescind this Agreement. In the event of any violation or breach, or threatened violation or breach, of any of the provisions of this Agreement by a Party, any other party may apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance, and/or for damages relating to such violation or breach.

Attorneys' Fees and Costs. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceedings, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

Effect of Waiver. Waiver by any Party in whole or in part, expressly or by acquiescence, of any portion of this Agreement shall not constitute a waiver of any other portion of this Agreement. A Party's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or a Party's waiver of any breach hereunder, shall not relieve any other Party of any of its obligations hereunder, whether of the same or similar type. The foregoing shall be true whether the Party's actions are intentional or unintentional.

Severability. Each provision, condition, covenant, and restriction in this Agreement shall be considered severable. In the event any provision, condition, covenant, and restriction in this Agreement is declared invalid or void for any reason, such provision shall not affect any other provision, condition, covenant, and restriction herein. The void or invalid provision, condition,

covenant, and restriction will be deemed not a part of this Agreement, and the remainder hereof shall continue in full force and effect.

Agreement Jointly Drafted. All Parties cooperated in the drafting of this Agreement, and therefore, in any construction hereof, the Agreement shall not be construed against any party as the drafter of the Agreement.

Governing law. This Agreement shall be construed and governed in accordance with the laws of the State of Michigan.

Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes.

TCF NATIONAL BANK, a National
Banking Association

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20__, before me,
personally appeared the above named _____, the
_____ of _____, to me known to be the person
described in and who executed the foregoing instrument and acknowledged that ___ executed the
same as _____ free act and deed.

Notary Public, _____ County, MI
My commission expires

VICTOR CASSIS LIVING TRUST,
u/a/d November 12, 2011

By: _____
Its:

STATE OF MICHIGAN)
)SS

COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20__, before me, personally appeared the above named _____, the _____ of _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public, _____ County, MI
My commission expires

MAIN STREET PARTNERSHIP, L.L.C., a
Michigan Limited Liability Company

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20__, before me, personally appeared the above named _____, the _____ of _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public, _____ County, MI
My commission expires

LUNA PROPERTIES, L.L.C., a Michigan
Limited Liability Company

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20__, before me,
personally appeared the above named _____, the
_____ of _____, to me known to be the person
described in and who executed the foregoing instrument and acknowledged that he executed the
same as his free act and deed.

Notary Public, _____ County, MI
My commission expires _____

THIS INSTRUMENT DRAFTED BY:

WHEN RECORDED, RETURN COPY TO:

Tax Identification Number: _____

TERMINATION OF CONDOMINIUM PROJECT AND MASTER DEED

MAIN MARKET CONDOMINIUM

DRAFT

MAY 15, 2012

DRAFT 5.15.12

TERMINATION OF CONDOMINIUM PROJECT AND MASTER DEED

MAIN MARKET CONDOMINIUM

THIS TERMINATION OF CONDOMINIUM PROJECT AND MASTER DEED ("Termination") is executed this ____ day of _____, 2012, by TCF NATIONAL BANK, a National Banking Association, whose address is 11440 College Parkway, Livonia, MI 48152-2363; VICTOR R. CASSIS LIVING TRUST u/a/d November 12, 2011, whose address 22186 Dale View Drive, Novi, MI 48374; and MAIN STREET PARTNERSHIP, L.L.C., a Michigan Limited Liability Company, whose address is 710 East Ogden Avenue, Suite 420, Naperville, IL 60563, collectively " Co-Owners," and the Main Market Condominium Association ("Association").

A. Co-Owners' and Association's predecessor-in-interest, Evergreen III, a Michigan corporation, whose address is/was 28600 Halstead Road, Farmington Hills, MI 48331 established the Main Market Condominium (the "Condominium"), being Oakland County Condominium Subdivision Plan No. 1366, "Master Deed" dated January 18, 2001 and recorded March 9, 2001, in Liber 23438, Pages 682-731 inclusive, Oakland County Records, which such Condominium was purportedly amended at Liber 39435, Pages 230-239, inclusive, by the First Amendment to Master Deed Main Market Condominium.

B. Co-Owners are the owners of all units in the Condominium, which property is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), and Association is the duly-established Association described in the Master Deed.

C. Co-Owners and Association desire to terminate the Condominium, as purportedly amended, which termination shall revoke the establishment of the property described on Exhibit B attached hereto and made a part hereof (the "Original Legal Description") as a condominium project.

D. Upon the termination of the Condominium, the legal description of the Property shall be the Original Legal Description that was used prior to the establishment of the Condominium by the recordation of the Master Deed.

E. It is the intent of the Co-Owners that the parcel described in the Original Legal Description shall then be split up into three separate parcels, as described in the attached Exhibit C, and that the City Assessor has approved such division of land *subject to the recording of this Termination document.*

NOW, THEREFORE, upon the recording hereof, the Co-Owners and Association terminate the Condominium pursuant to Section 559.150 of the Condominium Act of Michigan and Article XI, Section 5 of the Master Deed, which termination revokes the establishment of the Property as a condominium project. Accordingly, the legal description of the Property of record and otherwise shall return to the Original Legal Description.

[Signatures of Co-Owners, Association and any mortgagee follow]

TCF NATIONAL BANK, a National
Banking Association

By: _____
Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20___, before me,
personally appeared the above named _____, the
_____ of _____, to me known to be the person
described in and who executed the foregoing instrument and acknowledged that ___ executed the
same as _____ free act and deed.

Notary Public, _____ County, MI
My commission expires

VICTOR CASSIS LIVING TRUST,
u/a/d November 12, 2011

By: _____
Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20__, before me,
personally appeared the above named _____, the
_____ of _____, to me known to be the person
described in and who executed the foregoing instrument and acknowledged that he executed the
same as his free act and deed.

Notary Public, _____ County, MI
My commission expires

MAIN STREET PARTNERSHIP, L.L.C., a
Michigan Limited Liability Company

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20__, before me,
personally appeared the above named _____, the
_____ of _____, to me known to be the person
described in and who executed the foregoing instrument and acknowledged that he executed the
same as his free act and deed.

Notary Public, _____ County, MI
My commission expires

MAIN MARKET ASSOCIATION, a
Michigan non-profit corporation

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20__, before me, personally appeared the above named _____, the _____ of _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public, _____ County, MI
My commission expires _____

THIS INSTRUMENT DRAFTED BY:
THOMAS R. SCHULTZ
JOHNSON, ROSATI, SCHULTZ &
JOPPICH

WHEN RECORDED, RETURN COPY TO:
MARYANNE CORNELIUS, CLERK
CITY OF NOVI
45175 W. TEN MILE RD
NOVI, MI 48334

Tax Identification Number: _____

TERMINATION OF CONDOMINIUM PROJECT AND MASTER DEED

NOVI MAIN STREET CONDOMINIUM

DRAFT

MAY 15, 2012

DRAFT 5.15.12

TERMINATION OF CONDOMINIUM PROJECT AND MASTER DEED

NOVI MAIN STREET CONDOMINIUM

THIS TERMINATION OF CONDOMINIUM PROJECT AND MASTER DEED ("Termination") is executed this ____ day of _____, 2012, by TCF NATIONAL BANK, a National Banking Association, whose address is 11440 College Parkway, Livonia, MI 48152-2363, and VICTOR R. CASSIS LIVING TRUST u/a/d November 12, 2011, whose address 22186 Dale View Drive, Novi, MI 48374, collectively " Co-Owners," and the Novi Main Street Condominium Association ("Association").

A. Co-Owners' and Association's predecessor-in-interest, Triangle Main Street, L.L.C., a Michigan corporation, whose address is/was 30403 W. Thirteen Mile Road, Farmington Hills, MI 48334, established the Novi Main Street Condominium (the "Condominium"), being Oakland County Condominium Subdivision Plan No. 1968, "Master Deed" dated January 10, 2008 and recorded January 22, 2008, in Liber 39940, Pages 497-568 inclusive, Oakland County Records.

B. Co-Owners are the owners of all units in the Condominium, which property is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), and Association is the duly-established Association described in the Master Deed.

C. Co-Owners and Association desire to terminate the Condominium, which termination shall revoke the establishment of the property described on Exhibit B attached hereto and made a part hereof (the "Original Legal Description") as a condominium project.

D. Upon the termination of the Condominium, the legal description of the Property shall be the Original Legal Description that was used prior to the establishment of the Condominium by the recordation of the Master Deed.

NOW, THEREFORE, upon the recording hereof, the Co-Owners and Association terminate the Condominium pursuant to Section 559.150 of the Condominium Act of Michigan and Article X, Section 5 of the Master Deed, which termination revokes the establishment of the Property as a condominium project. Accordingly, the legal description of the Property of record and otherwise shall return to the Original Legal Description.

[Signatures of Co-Owners, Association and any mortgagee follow]

TCF NATIONAL BANK, a National
Banking Association

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20__, before me,
personally appeared the above named _____, the
_____ of _____, to me known to be the person
described in and who executed the foregoing instrument and acknowledged that ___ executed the
same as _____ free act and deed.

Notary Public, _____ County, MI
My commission expires

VICTOR CASSIS LIVING TRUST,
u/a/d November 12, 2011

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20__, before me,
personally appeared the above named _____, the
_____ of _____, to me known to be the person
described in and who executed the foregoing instrument and acknowledged that he executed the
same as his free act and deed.

Notary Public, _____ County, MI
My commission expires _____

NOVI MAIN STREET ASSOCIATION, a
Michigan non-profit corporation

By: _____
Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20__, before me,
personally appeared the above named _____, the
_____ of _____, to me known to be the person
described in and who executed the foregoing instrument and acknowledged that he executed the
same as his free act and deed.

Notary Public, _____ County, MI
My commission expires _____

THIS INSTRUMENT DRAFTED BY:
THOMAS R. SCHULTZ
JOHNSON, ROSATI, SCHULTZ &
JOPPICH

WHEN RECORDED, RETURN COPY TO:
MARYANNE CORNELIUS, CLERK
CITY OF NOVI
45175 W. TEN MILE RD
NOVI, MI 48334

Tax Identification Number: _____

SECOND ASSIGNMENT OF LEASE

DRAFT

MAY 15, 2012

DRAFT 5.15.12

SECOND ASSIGNMENT OF LEASE

THIS SECOND ASSIGNMENT OF LEASE ("Assignment") is made as of _____, 2012, by and between MAIN MARKET ASSOCIATION, a Michigan nonprofit corporation ("Assignor"), whose address is 43155 Main Street, Suite 2200-A, Novi, Michigan 48375, and THE CITY OF NOVI, a Michigan municipal corporation, whose address is 41575 Ten Mile Road, Novi, Michigan 48375 ("Lessor"), and MAIN STREET PARTNERSHIP, LLC, a Michigan limited liability company ("Assignee"), whose address is 710 East Ogden Avenue, Suite 420, Naperville, Illinois 60563.

R-E-C-I-T-A-L-S:

- A. On July 24, 1995, Lessor entered into a certain Lease (the "Lease"), attached hereto as Exhibit A, with Evergreen III, Inc. as to certain real property more particularly described on Exhibit B, attached hereto (the "Property"), to provide additional parking for the Main Market Development (the "Project") developed on the adjoining property ("Adjoining Property"), more particularly described on Exhibit C.
- B. The Lease had an initial term of twenty (20) years, commencing on October 6, 1995, and ending on October 5, 2015, with successive twenty (20)-year extensions.
- C. Evergreen requested that the initial Lease term be extended to October 5, 2041, with successive renewal periods of twenty (20) years to commence after that date as provided in the Lease. Lessor agreed to such assignment under Section 11(B) of the Lease. The assignee under that assignment was the Main Market Association.
- D. On _____, 2012, the City Council for the City of Novi approved a site plan amendment for the Property that terminated the Main Market Condominium. The unit owners within the condominium have agreed as part of the termination to assign the Lease to the owner of Unit 1/Parcel 1 of the condominium, Main Street Partnership, LLC. Lessor agrees to such assignment, provided the termination of the Main Market Condominium is in fact accomplished and completed.

IN CONSIDERATION AND AGREEMENT for One Dollar (\$1.00) the receipt and adequacy of which is hereby acknowledged, and in further consideration of the mutual covenants contained herein, Assignor, Assignee, and Lessor agree as follows:

1. **Assignment.** Effective on the date the termination of the Main Market Condominium is recorded in the Oakland County records, Assignor does assign, transfer, and convey to Assignee all of its right, title, and interest in and to the Property and the Lease.

2. **Obligations.** Assignee agrees to assume all the obligations of the Lessee under the Lease.

3. **Shared Parking.** Assignee agrees that the parking on the Property shall be open to the public and not gated or otherwise restricted, and that the employees, tenants, customers, and invitees of the owners of the other units of the former Main market Condominium shall have access to such parking during the term of this Lease, subject to its terms.

4. **Binding Effect.** This Assignment shall inure to the benefit of and shall be binding upon the parties to this Assignment and their respective heirs, representatives, successors, and assigns.

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

ASSIGNOR:
MAIN MARKET ASSOCIATION,
a Michigan nonprofit corporation

By _____
Its: _____

ASSIGNEE:
MAIN STREET PARTNERSHIP, LLC,
a Michigan limited liability company

By _____
Its: _____

CITY OF NOVI,
a Michigan municipal corporation

By _____
Robert J. Gatt, Mayor

By _____
Maryanne Cornelius, Clerk

PLANNING REVIEW



PLAN REVIEW CENTER REPORT

April 17, 2012

Planning Review

Main Street Revised Preliminary and Final Site Plan
SP: 12-16 (formerly SP 95-53)

Petitioner

TCF Bank (Larry Czekaj)

Review Type

Revised Preliminary / Final Site Plan

Property Characteristics

- Site Location: North and south side of Main Street (east-to-west portion), west of Main Street (north-to-south portion)
- Site School District: Novi Community Schools
- Site Zoning: TC-1, Town Center-1 District
- Adjoining Zoning: North, East, and West: TC-1;
South: TC-1, I-2 (General Industrial District), and RM-2 (High Density Multiple Family)
- Site Use(s): 3 parcels proposed; Parcels 2 and 3 are vacant; Parcel 1 is Occupied by the Atrium Building (mixed office and commercial)
- Adjoining Uses: North: Retail uses along Grand River Avenue; South: Attached residential, industrial buildings and uses; East: Vic's Market Condos; West: City Center Plaza, general industrial
- Site Size: 3 parcels proposed, 20.66 acres total
- Building Size: No new building(s) proposed
- Plan Date: Site Plan March 8, 2012

Project Summary

The applicant is proposing to dissolve the two existing condominiums associated with the property (Main Market Condominium and Novi Main Condominium) and create three metes-and-bounds parcels (proposed Parcels 1, 2, and 3) within the former Novi Main Street development. No new buildings or parking lots are proposed at this time, and no changes are proposed to the existing Atrium Building located on the proposed Parcel 1.

Four draft legal documents have been prepared to address a number of items that have been previously identified as land use issues associated with the recorded condominiums that cover the property, specifically parking and access issues. Planning issues will generally be resolved if the parties involved are in agreement with and will sign the associated access and parking agreements, and other items noted in this letter.

Since the property is located in the TC-1, Town Center 1 Zoning District, and the affected parcels exceed five acres, the submitted plan will need to be reviewed by the Planning Commission for a recommendation to the City Council on the proposed changes.

Recommendation

Approval of the Revised Preliminary Site Plan is recommended, subject to a number of conditions:

- All applicable parties are to sign the following documents (or equivalent mutually-agreeable documents):
 - Reciprocal parking, access and public/private utilities;
 - First Amendment to the Exchange Agreement;
 - Termination of Condominium Project and Master Deed for the Main Market Condominium; and
 - Termination of Condominium Project and Master Deed for the Main Street Condominium.
- Modifications to the site plan at the time of Final Site Plan submittal to meet the requirements of the Site Plan and Development Manual, with adjustments to the plan as described in this and the accompanying review letters.

Ordinance Requirements

This project was reviewed for conformance with the Zoning Ordinance with respect to Article 16 (TC and TC-1 District), Article 24 (Schedule of Regulations), Article 25 (General Provisions), and any other applicable provisions of the Zoning Ordinance. Please see the attached chart for information pertaining to ordinance requirements. Items in **bold** below must be addressed by the applicant or the City Council before Preliminary Site Plan approval may be granted.

1. Shared Parking Agreement (Sec. 1603): Novi Main Street was approved in 1995 as a mixed-use planned development covering all three of the proposed parcels as well as Main Street Court. At that time, the project was under single ownership (Evergreen/Chen) and all buildings and uses within the development were approved based on a shared parking analysis consistent with Section 1603.10 of the Zoning Ordinance. Shared parking should remain a requirement for Main Street regardless of whether the development is under a single owner or – as proposed – four or more separate owners. Shared parking had also been applied to the Main Street Court property (aka Grand Grace), which was assumed in the original approved site plan for Main Street. **Approval of the Preliminary Site Plan should be conditioned on the applicants agreeing to, and signing a shared parking agreement, generally consistent with the draft document prepared by the City Attorney's Office entitled "Reciprocal Parking, Access, and Public/Private Utilities Agreement" prior to Final Site Plan approval. Please see attached draft document prepared for this purpose.**
2. Parking Requirements (Sec. 2505): In conjunction with Comment 1 above, any future development on Parcels 1, 2, and/or 3 shall meet its own off-street parking requirements consistent with Section 2505 of the Zoning Ordinance. As proposed on the submitted site plan, the existing surface parking on proposed Parcel 2 shall

not be counted toward the parking requirement for any new development(s) on that parcel.

3. Maintenance Agreement: **Approval of the Preliminary Site Plan should be conditioned on the applicants agreeing to sign the proposed "First Amendment to Exchange Agreement"**, for the maintenance of shared facilities including exterior lighting, parking lots, sidewalks, planter boxes, landscaping, and any other former "common elements" deemed necessary by the City Attorney and the City Engineers.
4. Cross Access: No cross access easement is shown on the site plan; either a north/south easement or an east/west easement, in a location where the current asphalt provides connections to existing parking areas. Providing unrestricted cross access between Novi Road and the north/south portion of Main Street (formerly known as Market Street), and between Grand River and the east/west portion of Main Street, was a critical element of the original plan for Novi Main Street. **A 60-foot cross access easement should be shown at a suitable location on the plans, with an understanding that the exact location can be modified if and when site plans come in for developments on Parcels 2 or 3.** No cross access easement is shown along the existing north/south drive connecting the parking lot of Main Street Court with Main Street through proposed Parcel 3. **This driveway should be maintained as a public cross access, and is already the designated secondary emergency access. Recorded cross access easements should be made a condition of final site plan approval.**
5. Site Plan Application (Site Plan Development Manual): Based on the City's Site Plan Development Manual, all site plans must be signed and sealed by an architect or engineer registered in the State of Michigan. The submitted plan sheet was not signed and sealed. The Final Site Plan shall have all necessary signatures and seals. Furthermore, the Site Plan application must be signed by all relevant parties. The signatures of the owners of proposed Parcels 1 and 2 are not included on the Site Plan Application. **The applicant is asked to address the issue of signatures on the requested application prior to the matter being considered by the Planning Commission.**
6. Proposed Parcel Line - Encroachments: The proposed parcel lines as drawn on the submitted plan show the existing Atrium Building encroaching on the parcel line in several locations. **The parcel line along the west side of the existing Atrium building should be adjusted at the time of Final Site Plan Review to eliminate this encroachment.** Early discussion with the applicant indicated that this issue would be resolved with a modification to the proposed new property line, with a potential easement for on-going maintenance of the existing building wall.
7. Proposed Parcel Line - Primary Uses: The proposed parcel line between Parcel 1 and Parcel 2 follows the path of the boundary of the common element of the Main Market condominium (first amendment), and therefore meanders through the existing surface parking lot north of the Atrium Building. Off-street parking lots are permitted as a Principal Use Permitted in the TC and TC-1 Districts per Section 1601.1.g, so there is no Zoning Ordinance issue with creating a separate parcel with a parking lot as a primary use. No changes are proposed to the parking lot configuration, landscaping or drainage patterns in the parking lot at this time. This

issue is further addressed in the draft legal documents, specifically the shared parking and maintenance agreements.

8. Building Footprints: The building footprints/unit boundaries from the Novi Main Condominium are shown on the site plan (Novi Main Units 1, 2, 3, and 4). Since that condominium is being proposed to be dissolved, unit boundaries should be removed from the plans at the time of Final Site Plan review.
9. Property Splits: Planning staff has forwarded the submitted plan to the Assessor's Office for early review of an expected request for a formal land division. **Preliminary site plan approval should be subject to approval from the City Assessor's office of the proposed land division.** The applicant is asked to contact the Assessor's Office directly regarding issues related any future requested land division and new parcel identification numbers.
10. Signatures on Documents: If the Preliminary Site Plan is approved by the City Council, the approval should be made on the condition that **the applicants/property owners sign the draft documents prepared by the City Attorney's Office (or some mutually agreeable modification to those documents) prior to the submittal of a Final Site Plan.** In the response letter to the City, prior to the matter proceeding to the Planning Commission, the applicant should indicate whether the draft documents are generally acceptable.

Response Letter

A letter from either the applicants or the applicants' respective representatives addressing comments in this, and in the other review letters, is requested **prior to the matter proceeding to the Planning Commission for review.**



David R. Campbell, AICP, Planner
Attachments: Planning Review Chart

PLANNING REVIEW SUMMARY CHART

Review Date: March 19, 2012
Project Name: Main Street Revised Preliminary and Final Site Plan
Project Number: SP 12-16 (fka 95-53)
Plan Date: March 8, 2012

Items in **Bold** need to be addressed by the applicant and/or the Planning Commission before approval of the Preliminary Site Plan. Underlined items need to be addressed on the Final Site Plan.

Item	Required	Proposed	Meets Requirements?	Comments
Master Plan	Town Center (TC) Commercial	No change	Yes	
Zoning	TC-1, Town Center-1 District	No change	Yes	
Principal Uses Permitted (1601)	Most uses permitted in B-1 and B-2, office, residential, civic, recreation, hotels, and mixed-use subject to District standards	No uses proposed	Yes	
Uses Permitted Subject to Special Conditions (1602)	Open-air businesses, outdoor sales, and veterinary hospitals	No uses proposed	Yes	
Intent of District (Section 1600)	The TC and TC-1 Town Center Districts are designed and intended to promote the development of a pedestrian accessible, commercial service district in which a variety of retail, commercial, office, civic and residential uses are permitted. The TC-1 District is especially designed to encourage developments of an urban "Main Street" with mixed land uses and shared parking.	No uses proposed	Yes	Shared parking agreements will be required to satisfy the intent of the district
Building Height (Section 1603.2)	5 stories, 78 feet	No buildings proposed	Yes	

Item	Required	Proposed	Meets Requirements?	Comments
Building Setback				
Front (Sec. 1603)	15 ft interior, 80-137 ft exterior when adjacent to Arterial; 0-10 ft otherwise	No buildings proposed	Yes	
Side (Sec. 1603)	10 ft interior, 50 ft exterior when adjacent to Arterial; 0 ft otherwise	No buildings proposed	Yes	
Rear (Sec. 1603)	10 ft interior, 50 ft exterior when adjacent to Arterial; 0 ft otherwise	No buildings proposed	Yes	
Parking Setback				
Front (1603)	20 ft from the ROW line of any street or roadway; no front yard parking adjacent to any non-residential collector	No new parking proposed	Yes	
Side (1603)	20 ft from the ROW line of any street or roadway; no side yard parking adjacent to any non-residential collector	No new parking proposed		
Rear west (1603)	20 ft from the ROW line of any street or roadway	No new parking proposed		
Number of Parking Spaces (2505 and 1603)	All new development must meet its own parking requirements; shared parking agreements required	No new parking proposed	Maybe	Existing building on Parcel 1 is underparked without shared parking agreement

Item	Required	Proposed	Meets Requirements?	Comments
Parking Space Dimensions and Maneuvering Lanes (2506)	9 ft. x 19 ft. parking space dimensions and 24 ft. wide two-way drives. 9 ft. x 17 ft. parking spaces allowed along 7 ft. wide interior sidewalks as long as detail indicates a 4" curb at these locations and along landscaping. Min. 22 ft. two-way drives permitted with no adjacent parking – min. 12 ft. one way drives permitted with no adjacent parking – required fire lanes must be min. 18 ft. wide.	No new parking or maneuvering lanes proposed	Yes	
End Islands (Section 2506.13)	End Islands with landscaping and raised curbs are required at the end of all parking bays that abut traffic circulation aisles. The end islands shall generally be at least 8 feet wide, have an outside radius of 15 feet, and be constructed 3' shorter than the adjacent parking stall as illustrated in the Zoning Ordinance.	No new end islands proposed	Yes	
Barrier Free Spaces (Barrier Free Code)	Barrier free spaces – both standard and van-accessible - required based on overall parking count	No new parking proposed	Yes	

Item	Required	Proposed	Meets Requirements?	Comments
Barrier Free Space Dimensions (Barrier Free Code)	8' wide with a 5' wide access aisle for standard barrier free spaces, and 8' wide with an 8' wide access aisle for van accessible spaces	No new barrier-free spaces proposed	Yes	
Barrier Free Signs (Barrier Free Design Graphics Manual)	One sign for each accessible parking space.	No new barrier-free signs proposed	Yes	
Loading Spaces (Section 1603)	Provide in rear yard	No new loading areas proposed	Yes	
Dumpster (Chapter II, Section 21-145 and Section 2503.2.F)	Only in rear or side yard. Enclosure required for dumpster. Min. one foot taller than dumpster	No dumpster(s) proposed.	Yes	
Dumpster Enclosure (Sections 2503.2.F and 2520.1)	Dumpster enclosure to be located in rear yard, and set back from property line a distance equivalent to the parking lot setback. It is to be located as far from barrier free spaces as possible. Enclosure to match building materials.	No dumpster(s) or enclosure(s) proposed	Yes	
Exterior lighting (Section 2511)	Photometric plan and exterior lighting details needed at time of Final Site Plan submittal	No new lighting proposed	Yes	
Roof top equipment and wall mounted utility equipment (Section 2503.2.E.(1))	All roof top equipment must be screened and all wall mounted utility equipment must be enclosed and integrated into the design and color of the building	No new rooftop equipment proposed	Yes	

Item	Required	Proposed	Meets Requirements?	Comments
<p>Sidewalks (City Code Section 11-276(b), Sec. 1603)</p> <p>Building Code</p>	<p>A 5'-8' wide sidewalk shall be constructed along all arterial and collector roads except in industrial districts</p> <p>Building exits must be connected to sidewalk system or parking lot.</p>	<p>No new sidewalks proposed</p>	<p>Yes</p>	<p>New sidewalks will have to meet TC-1 District standards (decorative paving, pedestrian-scale lighting, etc.)</p>
<p>Pedestrian Connectivity</p>	<p>The Planning Commission shall consider the following factors in exercising its discretion over site plan approval ... Whether the traffic circulation features within the site and location of automobile parking areas are designed to assure safety and convenience of both vehicular and pedestrian traffic both within the site and in relation to access streets (Section 2516.2.b (3)).</p>	<p>No new sidewalks proposed</p>	<p>Yes</p>	
<p>Design and Construction Standards Manual</p>	<p>Land description, Sidwell number (metes and bounds for acreage parcel, lot number(s), Liber, and page for subdivisions).</p>	<p>No legal descriptions provided</p>	<p>No</p>	<p>Legal description of each new parcel required</p>

Item	Required	Proposed	Meets Requirements?	Comments
	General layout and dimension of proposed physical improvements, showing the following: Location of all existing and proposed buildings, proposed building heights, building layouts, (floor area in square feet), location of proposed parking and parking layout, streets and drives, and indicate square footage of pavement area (indicate public or private).	No new improvements (buildings, parking lots, utilities, sidewalks, landscaping, etc.) proposed	Yes	
Development and Street Names	Development and street names must be approved by the Street Naming Committee before Preliminary Site Plan approval	No new streets or street extensions proposed	Yes	
Development/ Business Sign	Signage if proposed requires a permit	No new signs proposed	Yes	For sign permit information contact Jeannie Niland 248-347-0438.
Non-Motorized Master Plan	Inclusion of plans components	No new non-motorized facilities proposed	Yes	

Prepared by David Campbell, AICP; dcampbell@cityofnovi.org

ENGINEERING REVIEW



PLAN REVIEW CENTER REPORT

April 17, 2012

Engineering Review

Novi Mainstreet
SP12-16

Petitioner

TCF Novi Mainstreet Part., V. Cassis, property owners

Review Type

Revised Final Site Plan

Property Characteristics

- Site Location: South of Grand River and East of Novi Road
- Site Size: 23 acres
- Plan Date: 3/12/2012

Project Summary

- This site plan serves to dissolve the Main Street Novi Condo created by site plan SP95-53 into three separate parcels for future development as individual sites.

Recommendation

Approval of the Revised Final Site Plan is NOT recommended until the following items are addressed.

Comments:

The Revised Final Site Plan does not meet the general requirements of Chapter 11 of the Code of Ordinances, the Storm Water Management Ordinance and/or the Engineering Design Manual. The following must be addressed prior to resubmittal:

1. The following recorded easements are not shown on the plan and the locations on the exhibits should be added to the resubmittal:
 - a. L 22431 P 620 Parking Easement Agreement
 - b. L 39913 P 735 Sanitary Sewer System Easement
2. It appears that drainage from proposed parcels 1 and 2 may discharge to parcel 3, prompting the need for a drainage easement. This should be confirmed by locating the existing storm sewers and providing an easement if necessary.
3. Similarly, the pond on parcel 3 is the storm water basin for the Main Street Condo Novi and the offsite drainage from Main Street Court as well as the city leased property. Drainage easements are required.

4. Since contours are not provided, it is difficult to determine sheet flow discharge across proposed parcel boundaries. An off-site surface drainage easement should be created to address this issue between proposed parcels 1, 2, and the city leased property. A similar easement may be required between proposed parcel 3 and Main Market.
5. The existing facilities and amenities are not shown within the existing R.O.W. These should be included in the revised plan.
6. The plan does not address the existing/proposed parking and cross-access easements. These should be shown and provided to maintain existing cross-access if possible. This condition is satisfied if the proposed Reciprocal Parking, Access, and Public/Private Utilities Agreement is signed by all Parties.
7. Provide legal descriptions of the proposed parcels for review.
8. Consider locating the proposed parcel line between parcels 1 and 2 to prevent encroachment and the proposed easement as shown on the plan.

The following must be submitted with the Revised Final Site Plan:

9. A letter from either the applicant or the applicant's engineer must be submitted with the Stamping Set highlighting the changes made to the plans addressing each of the comments listed above and indicating the revised sheets involved. Additionally, a statement must be provided stating that all changes to the plan have been discussed in the applicant's response letter.

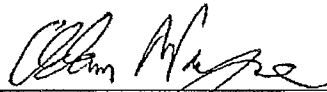
The following must be submitted with the Stamping Set:

(Please note that all documents must be submitted together as a package with the Stamping Set submittal. Partial submittals will not be accepted).

10. A draft copy of the ingress/egress easement for shared use of the drive entry on Main Street must be submitted to Community Development
11. A 20-foot wide easement where storm sewer or surface drainage crosses lot boundaries must be shown on the Exhibit B drawings of the Master Deed.
12. Executed copies of any required off-site utility easements (if any are required) must be submitted to the Community Development Department.

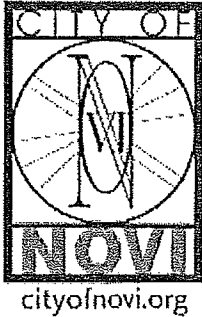
Prior to preparing stamping sets, the Applicant is advised to provide any revised sheets directly to the Engineering Department for an informal review and approval.

Please contact Adam Wayne at (248) 735-5648 with any questions.



cc: Ben Croy, Engineering
Brian Coburn, Engineering
David Campbell, Community Development Department
Tina Glenn, Water & Sewer Dept.
Sheila Weber, Treasurer's
T. Meadows, C. Sapp; Spalding DeDecker

LANDSCAPE REVIEW



PLAN REVIEW CENTER REPORT
April 5, 2012
Preliminary & Final Landscape Review
Novi Mainstreet Project - SP#12-16

Petitioner

TCF Bank (Larry Czeka)

Review Type

Revised Preliminary / Final Site Plan

Property Characteristics

Site Location: North and south side Of Main Street, west of Market Street
Site School District: Novi Community Schools
Site Zoning: TC-1, Town Center-1 District
Adjoining Zoning: North, East, and West: TC-1;
South: TC-1, I-2 (General Industrial District), and RM-2 (High Density Multiple Family)
Site Use(s): 3 parcels proposed; Parcels 2 and 3 are vacant; Parcel 1 is the Atrium Building (mixed office and commercial)
Adjoining Uses: North: Retail uses along Grand River Avenue; South: Attached residential, industrial buildings and uses; East: Vic's Market Condos; West: City Center Plaza, general industrial
Site Size: 3 parcels proposed, 20.66 acres total
Building Size: No building(s) proposed
Plan Date: March 8, 2012

Project Submittal Summary

The applicant is proposing to dissolve the two existing condominiums associated with the property (Main Market Condominium and Novi Main Condominium) and create three metes-and-bounds parcels (proposed Parcels 1, 2, and 3) within the former Novi Main Street development. No built elements are proposed at this time. **No Landscape Plan per Sec. 2509 of the Ordinance has been submitted at this time. As such, no recommendation by Staff on the basis of Landscape is warranted at this time.** The following general comments should be taken into consideration upon development of future site plans. A detailed Site Plan Landscape review will be provided at such time as specific uses and site layout are proposed and provided.

Ordinance Considerations

Please note that the following standards will apply to created or redefined property / use and their relationship to currently existing adjacent properties / uses. Landscape standards will apply to future site plan relationships between all of the newly created or redefined parcels / uses and any adjacent right of way, as well as between proposed parcel / use as they relate to one another.

Adjacent to Residential – Buffer (Sec. 2509.3.a.)

1. A 6' high wall will be required adjacent to proposed or existing residential uses.
2. A 4'-6" to 6' tall landscape berm will be required adjacent to any Special Land Uses.

Adjacent to Public Rights-of-Way – Berm (Wall) & Buffer (Sec. 2509.3.b.)

1. A 20' landscape greenbelt will be required adjacent to future proposed parking areas.
2. A 3' high decorative wall will be required adjacent to all public right of ways.
3. One canopy deciduous or large evergreen tree will be required per 25 l.f. of frontage and one sub-canopy deciduous tree will be required per 15 l.f. of frontage adjacent to future proposed parking.
4. One canopy deciduous or large evergreen tree will be required per 30 l.f. of frontage and one sub-canopy deciduous tree will be required per 20 l.f. of frontage adjacent to future proposed parking.

Street Tree Requirements (Sec. 2509.3.b.)

1. No street trees are required in the TC-1 District, although the Applicant may choose to propose such on future plans.

Parking Landscape (Sec. 2509.3.c.)

1. At this time no new parking areas have been proposed. Future proposed parking areas will require interior landscape islands based upon the area of parking and access roads based upon the requirements of Sec. 2509, 3.(c.) - please refer to this section for requirements for future proposed parking areas.

Building Foundation Landscape (Sec. 2509.3.d.)

1. At this time no new parking areas have been proposed. Future proposed parking areas will require interior building foundation landscape based upon the requirements of Sec. 2509, 3.(d.) - please refer to this section for requirements for future proposed buildings. In general, the following requirements will apply to future buildings:
 - a. A 4' wide landscape bed will be required along all building foundations with the exception of access points.
 - b. An area 8' wide multiplied by the length of building foundations will be required as a total for foundation landscape area.

Plant List (LDM)

1. Upon future submittals, a Plant List will be required per the requirements of the Ordinance and Landscape Design Manual.

Planting Details & Notations (LDM)

1. Upon future submittals, Planting Details and Notations will be required per the requirements of the Ordinance and Landscape Design Manual.

Irrigation (Sec. 2509 3.f.(6)(b))

1. Please note that upon future submittals all landscape areas are required to be irrigated.

Financial Requirements

1. No financial requirements based upon proposed landscape are called for at this time.

General

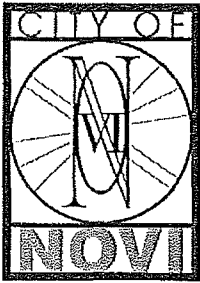
1. No Landscape Plan per Sec. 2509 of the Ordinance has been submitted at this time. A detailed Site Plan Landscape review will be provided at such time as specific uses and site layout are proposed and provided. Please note that ultimate landscape requirements, and necessary waivers, if any, will be determined upon the Applicant's submittal of a full site plan which includes and meets all of the requirements of Sec. 2509 – Landscape Standards.

Please follow guidelines of the Zoning Ordinance and Landscape Design Guidelines. This review is a summary and not intended to substitute for any Ordinance. For the landscape requirements, see the Zoning Ordinance landscape section on 2509, Landscape Design Manual and the appropriate items in the applicable zoning classification. Also see the Woodland and Wetland review comments.



Reviewed by: David R. Beschke, RLA

FIRE REVIEW



March 21, 2012

TO: Barbara McBeth, Deputy Director of Community Development

RE: Novi Mainstreet Project Cassis

SP#: 12-16

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Terry K. Margolls

Andrew Mutch

Justin Fischer

Wayne Wrobel

Laura Marie Casey

City Manager
Clay J. Pearson

**Director of Public Safety
Chief of Police**
David E. Molloy

Director of EMS/Fire Operations
Jeffery R. Johnson

Deputy Chief of Police
Thomas C. Lindberg

Assistant Chief of Police
Victor C.M. Lauria

Project Description:

It appears that this submittal is for a property owner split. No buildings are proposed to be constructed on this submittal.

Comments:

The only concern regarding this submittal is that the access drive south off of Main Street to the Main Street Court building be maintained. This drive was part of the original site plan for this project and it has created a safer condition by providing a secondary access point to the Trans-X Drive industrial park. I would not be in favor of losing this important safety feature.

Recommendation:

This submittal is recommended for approval with the above condition.

Sincerely,

Michael W. Evans
Fire Marshal

cc: file

Novi Public Safety Administration
45125 W. Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org

APPLICANT RESPONSE LETTER
APRIL 19, 2012



April 19, 2012

Mr. David Campbell
City of Novi Community Planning Department
45715 W. Ten Mile Road
Novi, Michigan 48375

RE: Novi Main Street Site Plan Amendment
Applicant: TCF National Bank, The Estate of Victor Cassis and Novi MainStreet Partnership
SP 12-16 (formerly SP 95-53)

Dear Mr. Campbell:

We have reviewed the staff and consultants review comments regarding our site plan amendment application and are pleased with the recommendation for approval. In addition, pursuant to your request, we have enclosed 11 copies (large sheets) of the proposed site plan to be included in your formal package to Planning Commission and to City Council.

In response to the comments provided to us, please accept the following:

Planning Review---We understand and agree that Preliminary Site Plan approval will be conditioned upon the Applicants executing an agreement(s) regarding the termination of the master deeds, reciprocal parking, access, maintenance and public and private utilities that is acceptable to the Applicants as well and the City of Novi regarding what is referred to as Parcel 1, Parcel 2 and Parcel 3. We further understand and agree that preliminary approval will be further conditioned upon the receipt by the City of a fully executed Site Plan Application before this matter is heard at the scheduled Planning Commission meeting (the application was executed by TCF only in that the other two applicants were out of town when the application was submitted). Still further, we understand and agree that preliminary approval will be subject to the City Assessor's approval of the proposed land division.

The Planning Review Report also recommends preliminary approval being conditioned upon the applicants providing a defined 60 foot cross access easements on Parcel 1 and Parcel 2. The concept of providing as defined access road with a legal description was not contemplated by the applicants as a requirement for approval. The applicants understand the need to provide a parking and access easement over Parcel 2 to benefit Parcel 1 given the proposed boundary split will result in a portion of the parking lot behind Building 1 and the access drive from said parking lot to MainStreet (as it currently exists) will be on parcel 2. However, it is contemplated that as Parcel 2 is developed, the access to MainStreet from the parking lot may change but even so the users of the parking lot will have direct access out to MainStreet. As to a defined 60' cross easement specifically located north of Main street, the applicant agreed to provide an access point to allow vehicular traffic between MainStreet and either Paul Bunyan drive or to 6th Gate, but the specifics of size and location were to be determined at a later date.

As for the north/south access road that presently exists between MainStreet and Trans-X Drive, again, the applicant again has agreed to provide an access point from Trans -X Drive to MainStreet at a location and the size/shape to be determined at a later date, most likely when the owner of Parcel 3 is prepared to submit for the development of said Parcel 3. While the applicant understands the request to leave the private drive in its present location, to do so may inhibit the marketability and development options for the parcels. In addition, the current location is not needed given the Main Street Court has two defined means of ingress and egress to Novi Road, one via a direct curb cut onto Novi Road on the north end and one through the newly reconstructed Trans X Drive located at the south end.

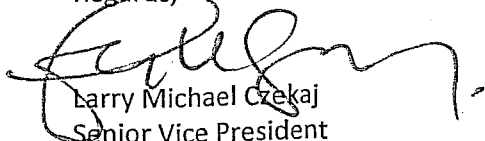
Engineering Review--- the applicant has read the report and understands the issues raised in said report need to be addressed. We are prepared to release our engineers to review the issues promptly following preliminary site plan approval.

Preliminary & final Landscape Review--- we are pleased that the Review letter affirms our position that our submittal does not address landscaping and a landscaping review is not warranted at this time but rather will be addressed upon the submittal of a future site plan proposal(s).

Fire Marshall Review--- Again, the applicant understands the concern and recommendation of the fire Marshall and we respectfully oppose the condition of requiring the north/south private drive from MainStreet to Trans X Drive to remain in its present location permanently for the reasons out lined above. Further, while we understand the road may have been a part of the 1995 site plan, things have changed and circumstances exit today that compel the applicant to abandon, within reason, the concept and the site plan of 1995.

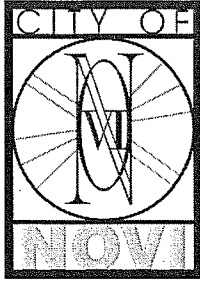
In closing, we look forward to the April 25th Public Hearing and discussing our application before the Planning Commission. In the meantime, should you or any member of your staff have questions or require further information regarding this matter, please do not hesitate to contact me.

Regards,



Larry Michael Czepak
Senior Vice President
TCF National Bank

**DRAFT PLANNING COMMISSION MINUTES
EXCERPT FOR MAIN STREET SP12-16
APRIL 25, 2012**



PLANNING COMMISSION MINUTES

DRAFT

CITY OF NOVI

Regular Meeting

April 25, 2012 7:00 PM

Council Chambers | Novi Civic Center | 45175 W. Ten Mile
(248) 347-0475

EXCERPTED DRAFT MINUTES PERTAINING TO SP12-16 MAIN STREET

PUBLIC HEARINGS

1. MAIN STREET SP12-16

Public hearing of the request of TCF Bank for recommendation to the City Council for site plan amendments to SP95-53, Main Street Novi, and to consider Novi Main Street Condominium and Main Market Condominium, SP12-16 for a recommendation to the City Council for dissolution of the two condominiums. The property is located south of Grand River Avenue and east of Novi Road, and is approximately 20 acres.

Planner Campbell stated that the Novi Main Street was originally proposed as Site Plan 95-53, with preliminary approvals in 1997. Initially, the development was under single ownership and control (Evergreen/Chen), with shared parking, amenities, and utilities. Since then, two large pieces of the development have been split off and sold – the Luna/Vic's Market parcel to the east, and the Grand-Grace/Fifth Avenue Ballroom parcel to the west. The remaining parcel saw only one of its planned buildings constructed, the existing Atrium Building and adjacent parking on the northwest corner of Main Street and what was once known as Market Street. The remaining parcel was further divided in 2001 into the Main Market Condo; Unit 1 included the existing Atrium Building; Unit 2 included the undeveloped land west of the Atrium Building on the north side of Main Street; and Unit 3 included the undeveloped land on the south side of Main Street.

Around 2006, the new owners of the Main Market Condo – Triangle Development – created a second condominium atop Unit 2 of the Main Market condominium. This new condominium – Main Street condominium – included four units within Unit 2 of Main Market. Triangle also received preliminary site plan approval for their plans to develop Units 2 and 3. Those plans never materialized, and in 2010 Units 2 and 3 transferred to TCF Bank. Unit 1 – the Atrium Building – had previously been sold to Main Street Partnership, LLC. TCF then sold Unit 2 to Victor Cassis.

Planner Campbell continued noting as of today, there are 3 owners of 3 units in the Main Market condominium. Unit 1 is owned by Main Street Partnership LLC, Unit 2 is owned by Victor Cassis, and Unit 3 is owned by TCF Bank. As you may recall, in August of 2011 a public hearing was scheduled before the Planning Commission because TCF Bank wished to remove Unit 3 from the Main Market condominium. That public hearing was postponed to a later date. Today, all 3 parties wish to dissolve the two existing condominiums, and create three separate metes-and-bounds parcels that follow the same property lines as the unit boundaries of the Main Market condominium. The plans to do so have been submitted and reviewed as a new site plan, which will close all site plans originally approved for the properties including the original proposed by Evergreen/Chen and that proposed by Triangle Development. No new buildings, parking lots, driveways, amenities, or utilities are proposed as part of this site plan.

The three proposed parcels – Parcels 1, 2, and 3 are located on the north and south sides of Main Street in Section 23, south of Grand River and east of Novi Road. Proposed Parcels 2 and 3 are undeveloped, and proposed Parcel 1 includes the Atrium Building. Adjacent land uses include commercial uses along Grand River to the north, the Vic's Market condominium to the east (Post Bar, Tuesday Mornings, etc.), the Main Street Village townhomes and mixed industrial uses to the south, and the Main Street Court development to the west.

Planner Campbell stated the three proposed parcels are zoned TC-1, Town Center 1 District. Adjacent zoning includes other TC-1 zoned properties to the north, east, and west, and RM-2 and I-2 zoning districts to the south. All 3 of the proposed parcels, as well as all adjacent properties, are designated as "TC Commercial" in the 2010 Master Plan's Future Land Use map. There is a regulated wetland on the east side of proposed Parcel 3. There are no other natural features inventoried on the proposed parcels.

Because it is a preliminary site plan in excess of 5 acres proposed within the TC-1 zoning district, the plan requires a recommendation from the Planning Commission for consideration of approval by City Council. A public hearing before the Planning Commission is required because the applicants proposed an amendment - and dissolution - of a site condominium.

Planner Campbell noted the preliminary site plan was reviewed by Planning staff, the City's landscape architect, Engineering staff, and the Fire Marshal. A copy was also provided to the City Assessor's office to review the proposed land division. There are a number of legal issues which need to be agreed upon, most notably shared parking and access, maintenance (including utilities, parking lots, lighting, and amenities), shared utilities, and cross access. Most of those issues will be resolved in the draft legal documents that remain in progress. Planning staff recommends the Planning Commission forward a recommendation to City Council for preliminary site plan approval, subject to a number of conditions.

City Attorney Schultz explained that the City has been working with all three property owners. TCF approached the City first about dissolving the condominium. After talking to all the property owners, it was clear that the condominium did not make sense anymore and isn't required under any kind of ordinance. Once there are three property owners who no longer want to be a condominium, the City's function is really to make sure that what they propose in its place meets ordinance requirements and the proper agreements are in place to share the common facilities. Planner Campbell noted a basic site plan has been proposed that meets the ordinance requirements but staff has noted that certain legal agreements will need to be established in order to provide the proper access, parking, etc. Those agreements will be considered as part of the next step in the process. The Planning Commission is asked to make a recommendation on the site plan only.

Larry Czekaj came forward for TCF Bank which owns parcel 3. He noted the other two applicants were Victor Cassis, owner of parcel 2 and Asher Husain who represents Main Street Partnership, owners of parcel 1. Mr. Czekaj stated that he had no additional comments to add to the comments made by Planner Campbell and City Attorney Schultz. The applicants started this process some time ago and TCF Bank acquired ownership of the property in late 2009 and began actively marketing the site both as a contiguous or aggregate 19 acres. The bank had been working with Mr. Cassis as it was taking the property back and reached an agreement with him to purchase a portion of the property in 2010. It has become clear that the condominium concept was a large impediment to the marketability of the remaining property.

City Attorney Schultz indicated TCF may want to explore the opportunity to dissolve or to at least pull proposed parcel 3 out of the condominium. But as a result of that process, Mr. Cassis and Mr. Hussein approached the bank when they got notification of the public hearing back in August. They both said they would like to get out of the condominium concept as well and that is why the three parties are here. The application will be signed by all three of applicant but due to logistics that hasn't been done yet.

Victor Cassis came forward and stated now is the time for the development of Main Street to continue. Mr. Cassis thanked City Attorney Schultz for the time and effort he has put into this process and noted he hopes to bring forward development projects in the near future for the Main Street area.

Asher Husain came forward representing Main Street Partnership, LLC and wanted to thank the City, City Attorney Schultz, Mr. Cassis and Mr. Czekaj who have all been working very hard on this. Main Street

partners is in support of the condo dissolution.

Chair Pherson opened the public hearing.

David Ruyle a resident of Novi for 32 years and former Planning Commissioner, Zoning Board of Appeals member and the Parks and Recreation Commissioner came forward and stated that when Town Center was built he did not approve of it and as of today, he still does not because of the vacant property. However, if these three entities can make it and change it, he is all for it. He did not like the way the former owners handled the property and the buildings, but is confident City Attorney Schultz will make sure things are done in the proper way. As a citizen, he would like to see this development move forward.

No one else in the audience wished to speak and there was no correspondence and Chair Pehrson closed the public hearing.

Member Greco stated that he has reviewed all the materials and heard all the comments and looked at the agreements that were done and at the intent of all the parties here. With the three players involved now, he is encouraged.

Member Baratta asked City Attorney Schultz what was the difference between the type of development one would get using a condo versus something that was separate parcels but provided all of the cross access, shared parking and easement agreements that the applicants would be required to do.

City Attorney Schultz answered saying when Triangle Development, the last developer of the site, went away there ended up being three property owners who did not necessarily need to be in a condominium form of ownership. The TC District regulations themselves take care of what the buildings are going to look like along with the elevations. So, the Planning Commission in approving the plan would be saying the condo can be dissolved but in order for the site to function correctly, there needs to be a limited set of agreements that deal with shared parking, maintenance and access.

Member Baratta stated that from his perspective after listening to that description the applicant is basically dissolving the original plan. The City has set of ordinances for TC-1 that control the development and the Planning Commission will have the opportunity to ensure future development plans meet the standards of the ordinance.

City Attorney Shultz answered that is correct.

Member Baratta stated that there is no risk to the City in that regard and we will get a quality development.

Member Gutman stated that from the Planning Commission's perspective, this is really a straight forward issue for as complex as it is and he applauds City Attorney Schultz for his work. It seems all parties have all worked well together and approval is appropriate.

Motion made by Member Gutman and seconded by Member Baratta:

ROLL CALL VOTE ON MOTION RECOMMENDING APPROVAL TO THE CITY COUNCIL MADE BY MEMBER GUTMAN AND SECONDED BY MEMBER BARATTA:

In the matter of the request of TCF Bank for Main Street SP 12-16, motion to recommend the City Council approve the Preliminary Site Plan, subject to the following:

- a. All applicable parties to sign the following documents, or equivalent mutually-agreeable documents acceptable to the City Attorney's office:**

- Reciprocal Parking, Access, and Public/Private Utilities Agreement
 - First Amendment to the Exchange Agreement
 - Termination of Condominium Project and Master Deed – Main Market Condominium
 - Termination of Condominium Project and Master Deed Main Street Condominium
- b. Applicant to include locations of all applicable cross-access easements on a Revised Final Site Plan;
- c. Applicant to submit Application for Site Plan and Land Use Approval that includes the notarized signatures of all applicable parties;
- d. Applicant to provide a Revised Final Site Plan signed and sealed by an architect or engineer registered in the State of Michigan;
- e. Applicant to adjust of parcel lines for proposed Parcel 1 to eliminate existing building encroachment;
- f. Applicant to remove former condominium unit boundaries on the Revised Final Site Plan;
- g. City Assessor's office to review and approve proposed land division;
- h. Compliance with all the conditions and requirements listed in the staff and consultant review letters. This motion is made because the plan is otherwise in compliance with Article 16, Article 24 and Article 25 and all other applicable provisions of the Zoning Ordinance. *Motion carried 7-0.*

Chair Pehrson stated that he would like to thank the three applicants and appreciative of everyone's work. Hopefully one day Main Street will be as originally envisioned.

City Attorney Schultz stated the staff has also contributed a fair amount of effort.

END OF EXCERPT

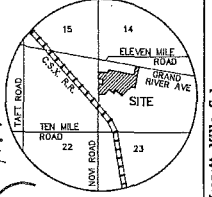
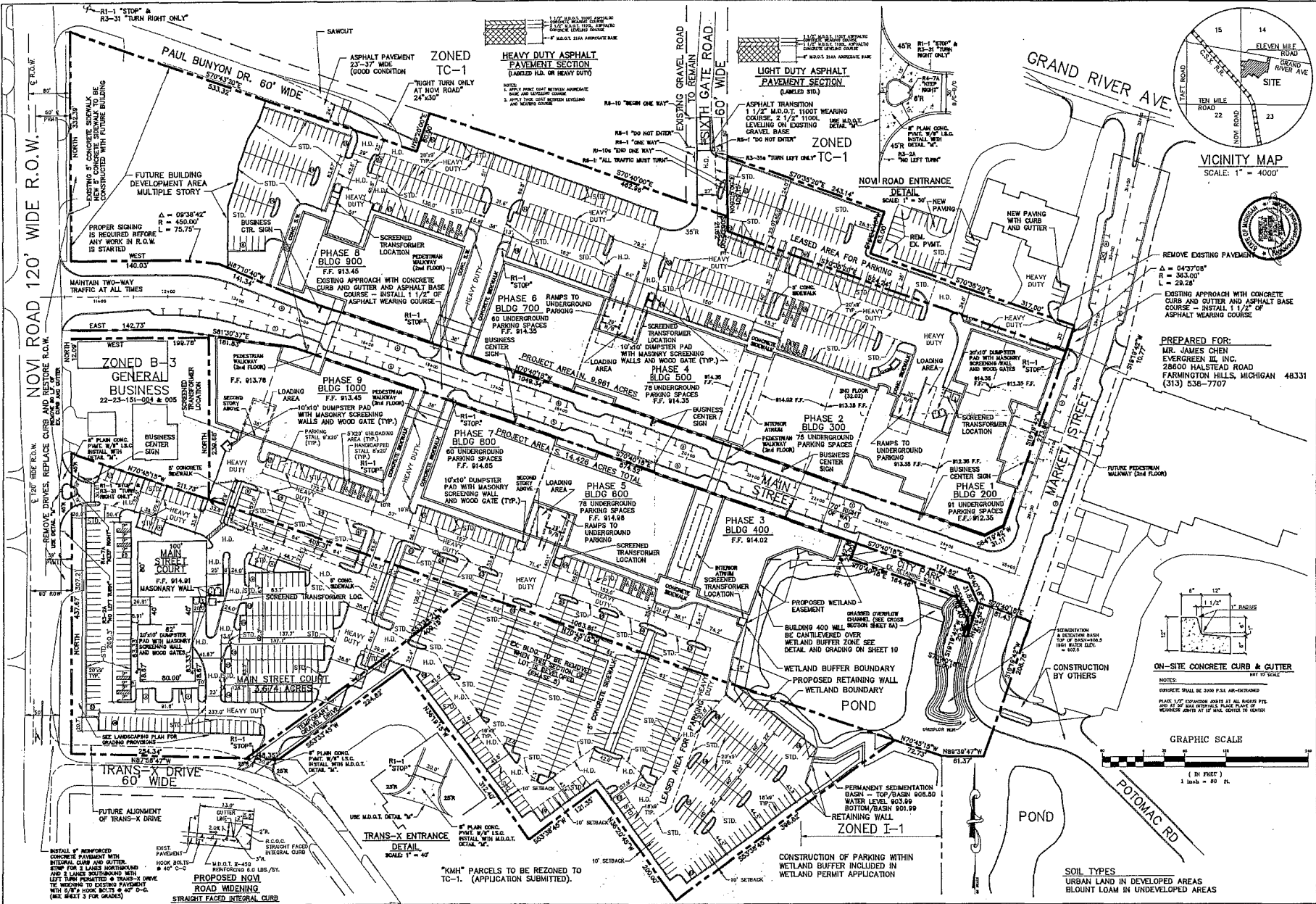
Transcribed by Juanita Freeman

May, 2012

Date Approved:

Richelle Leskun, Planning Assistant

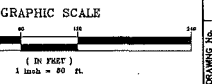
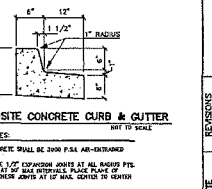
**ORIGINAL MAIN STREET SITE PLAN
SP95-53**



REMOVE EXISTING PAVEMENT
 $\Delta = 1437'08"$
 $R = 383.00'$
 $L = 28.28'$

EXISTING APPROACH WITH CONCRETE CURB AND GUTTER AND ASPHALT BASE COURSE - INSTALL 1 1/2" OF ASPHALT WEARING COURSE

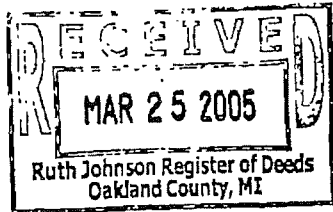
PREPARED FOR:
MR. JAMES CHEN
EVERGREEN DE. INC.
28600 HALSTEAD ROAD
FARMINGTON HILLS, MICHIGAN 48331
(313) 538-7707



SHEET NO. 2
 DATE 7-19-96
 JOB NO. 95019 A-1296
 DRAWING BY S. COOPER
 CHECKED BY S. COOPER
 REVISIONS:
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**RECORDED RESOLUTION TO VACATE A PORTION OF PAUL BUNYAN DRIVE AND
PROVIDE A PUBLIC VEHICULAR CROSS-ACCESS EASEMENT ACROSS VACATED
PORTION - RECORDED MARCH 25, 2005**

LIBER 35195 PG 235



82299
LIBER 35195 PAGE 235
\$16.00 MISC RECORDING
\$4.00 REMONUMENTATION
03/25/2005 09:30:12 A.M. RECEIPT# 32035
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

CITY OF NOVI

OAKLAND COUNTY, MICHIGAN

RESOLUTION VACATING A PORTION OF A PLATTED STREET
KNOWN AS PAUL BUNYAN DRIVE
IN THE NOVI MANOR SUBDIVISION
IN THE CITY OF NOVI
(With Amended Legal Description)

At a meeting of the City Council of the City of Novi, Oakland County, Michigan, held on April 5, 2004, at the City Hall, 45175 Ten Mile Road, Novi, Michigan 48375.

WHEREAS, the Novi City Council held a public hearing on March 15, 2004, to consider and hear objections to the proposed vacation of that portion of a platted road known as Paul Bunyan Drive (and also sometimes referred to as Sixth Gate Road and/or Orchard Avenue), east of Novi Road and south of Grand River Avenue, a part of the Novi Manor Subdivision and adjacent to the Novi Gardens Subdivision, within the City of Novi, County of Oakland, State of Michigan, and legally described as:

PART OF "NOVI MANOR", A SUBDIVISION LOCATED IN THE NW 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AS RECORDED ON LIBER 45, PAGE 25 OF PLATS, OAKLAND COUNTY RECORDS, DESCRIBED AS LYING EAST OF A LINE BEGINNING AT THE NORTHWEST CORNER OF LOT 35 OF NOVI GARDENS SUBDIVISION, LIBER 60, PAGE 18, THENCE NORTH 19 DEGREES 20 MINUTES EAST, 60.00 FEET; THENCE SOUTH 70 DEGREES 40 MINUTES EAST, 462.96 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES EAST, 42.60 FEET; THENCE NORTH 89 DEGREES 55 MINUTES WEST, 60.00 FEET; THENCE NORTH 70 DEGREES 40 MINUTES WEST, 420.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.638

3P
R
3-photo

pt rd - no sidewalk

WHEREAS, the City Council has jurisdiction to vacate the portion of the road in question, no part of which is within 25 meters of a lake or in the general course of a stream; and

O.K. - KB

LIBER 35195 PG 2361

WHEREAS, the Novi City Council is satisfied that the described portion of such platted road may be vacated without any adverse effects on the public health, safety, and/or welfare, but that an easement for public utilities and for ingress to and egress from adjacent parcels should be reserved over the entire parcel as described herein.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Novi City Council that:

1. The portion of that platted road located in the City of Novi, County of Oakland, State of Michigan, and legally described as follows:

PART OF "NOVI MANOR", A SUBDIVISION LOCATED IN THE NW 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AS RECORDED ON LIBER 45, PAGE 25 OF PLATS, OAKLAND COUNTY RECORDS, DESCRIBED AS LYING EAST OF A LINE BEGINNING AT THE NORTHWEST CORNER OF LOT 35 OF NOVI GARDENS SUBDIVISION, LIBER 60, PAGE 18, THENCE NORTH 19 DEGREES 20 MINUTES EAST, 60.00 FEET; THENCE SOUTH 70 DEGREES 40 MINUTES EAST, 462.96 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES EAST, 42.60 FEET; THENCE NORTH 89 DEGREES 55 MINUTES WEST, 60.00 FEET; THENCE NORTH 70 DEGREES 40 MINUTES WEST, 420.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.638

shall be and hereby is vacated. An easement for public utilities and for public vehicular ingress and egress between the unvacated portion of Paul Bunyan (a/k/a Orchard or Sixth Gate) to the west of the subject property and the unvacated portion of Sixth Gate to the east and north of the subject property shall be and is hereby reserved over the entire parcel as described herein. This action is taken pursuant to Sections 2526 and 2527 of Act 288 of the Public Acts of 1967, as amended, being MCL 560.256 and MCL 560.257, respectively.

2. Within 30 days after the effective date of City Council's approval of this Resolution, the City Clerk shall record a certified copy of this Resolution with the Oakland County Register of Deeds, and shall file a copy of this Resolution with the office of the Michigan State Treasurer.

3. The vacation of the portion of such portion of the platted road shall be effective on the date this Resolution is recorded with the Oakland County Register of Deeds, and upon the vacation of the portion of such platted road becoming effective, the portion of such platted road shall be removed from the street plan and any other official maps or street plans for the City of Novi.

LIBER 35195 PG 2371

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

I, MARYANNE CORNELIUS, the duly-qualified Clerk of the City of Novi, Oakland County, Michigan, do hereby certify that the foregoing is an amended copy of the Resolution adopted by the City Council of the City of Novi with at least five (5) affirmative votes, at a duly-called meeting held on April 19, 2004, a copy of which is on file in my office.

Maryanne Cornelius
MARYANNE CORNELIUS
Clerk, City of Novi

This Resolution was signed and acknowledged before me on March 21, 2005, by MARYANNE CORNELIUS, the duly-authorized Clerk for the City of Novi, a Michigan municipal corporation.

MARY ANN CABADAS
NOTARY PUBLIC OAKLAND COUNTY, MI
MY COMMISSION EXPIRES OCT 5, 2008
ACTING IN THE COUNTY OF OAKLAND

Mary Ann Cabadas
Notary Public, Oakland County, Michigan
My Commission Expires: 10-5-06

Recording Fee: \$17.00

Not Subject to Transfer Taxes:

PREPARED BY
THOMAS R. SCHULTZ (P42111)
SECRET, WARDLE, LYNCH, HAMPTON,
TRUEX AND MORLEY
30903 NORTHWESTERN HIGHWAY
FARMINGTON HILLS, MI 48334

UPON RECORDING RETURN TO:
MARYANNE CORNELIUS, CITY CLERK
CITY OF NOVI
45175 W. 10 MILE ROAD
NOVI, MI 48375

672678