

ZONING BOARD OF APPEALS
CITY OF NOVI
Community Development Department

Case No. PZ14-0003 - Varsity Lincoln (Parcel 5022-17-101-029)

Location: 27600 Wixom Rd

Zoning District: B3, General Business District

The applicant is requesting a variance from CITY OF NOVI, CODE OF ORDINANCES, Section 28-5(5)b to allow an changeable copy ground sign of 28 square feet located on the south (Wixom Road) existing access drive of display lot. The property is located on the south side of Grand River and east of Wixom Road.

Ordinance Sections:

CITY OF NOVI, CODE OF ORDINANCES, Section 28-5(5)b changeable copy signs shall be permitted only for places of worship; schools; movie theatres and similar entertainment venues; restaurants; and recreational facilities at which events change on a regular basis.

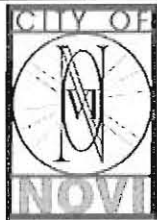
City of Novi Staff Comments:

The petitioner is requesting variance to allow installation of a new changeable (electronic message center) ground sign. The sign is proposed to be located on a parcel adjacent to the primary use, located on the south (Wixom Road) existing access drive of display lot.

Standards for Granting a Sign Variance

CITY OF NOVI, CODE OF ORDINANCES, Section 28-16 addresses Sign Variance Appeals:

- The request is based upon circumstances or features that are exceptional and unique to the property and do not result from conditions that exist generally in the City or that are self-created, specifically_____.
- The failure to grant relief will unreasonably prevent or limit the use of the property and will result in substantially more than mere inconvenience or inability to attain a higher economic or financial return because _____.
- The grant of relief will not result in a use of structure that is incompatible with or unreasonably interferes with adjacent or surrounding properties, will result in substantial justice being done to both the applicant and adjacent or surrounding properties, and is not inconsistent with the spirit of the ordinance because_____.



cityofnovi.org

ZONING BOARD OF APPEALS
CITY OF NOVI
Community Development Department
(248) 347-0415

For Official Use Only

ZBA Case No: P214-0003 ZBA Date: April 8th Payment Received: \$ 300 (Cash)

Check # Include payment with cash or check written to "City of Novi."

TO BE COMPLETED BY APPLICANT - PLEASE PRINT

Please submit one original signed application and 13 copies of all supporting documentation relevant to the appeal,

Applicant's Name MIKE STANFORD Date 02/12/14

Company (if applicable) 886 MILL STREET LLC

Address* P.O. Box 701218 City PLYMOUTH ST MI ZIP 48170

*Where all case correspondence is to be mailed.

Applicant's E-mail Address: MIKES@VARSITYAG.COM

Phone Number (248) 866-0085 FAX Number ()

Request is for:

Residential Construction (New/ Existing) Vacant Property Commercial Signage

1. Address of subject ZBA case: Parcel ID #50-22-17-101-029 27600 Wixom Rd 49251 Grand Riv. ZIP 48376

2. Sidwell Number: 5022 - 17-101-029 may be obtained from Assessing Department (248) 347-0485

3. Is the property within a Homeowner's Association jurisdiction? Yes No

4. Zoning: RA R-1 R-2 R-3 R-4 RT RM-1 RM-2 MH OS-1 OS-2 JSC OST 11/B3 OTHER

5. Property Owner Name (if other than applicant) SAME AS APPLICANT

6. Does your appeal result from a Notice of Violation or Citation Issued? Yes No

7. Indicate ordinance section(s) and variances requested:

- 1. Section 28-5 (5) b Variance requested ALLOW CHANGEABLE COPY SIGN FOR AUTO DISPLAY LOT USE
2. Section Variance requested
3. Section Variance requested
4. Section Variance requested

8. Please submit an accurate, scaled drawing of the property showing:

- a. All property lines and dimensions correlated with the legal description.
b. The location and dimensions of all existing and proposed structures and uses on property.
c. Any roads, easements, drains, or waterways which traverse or abut the property and the lot area and setback.
d. Dimensions necessary to show compliance with the regulations of this Ordinance.

9. State the practical difficulties which prevent conformance with the Zoning Ordinance requirements (attach separate sheet if necessary):

Vehicle availability and pricing changes continually. Having a changeable copy sign is the most effective way to convey this information to customers. This type of sign increases sales, profit, and sales tax revenue. Restricting this sign type impairs my ability to efficiently advertise my product.

10. Describe any unique circumstances regarding the property (i.e., shape, topography, etc.) which are not common to other properties in the area and which prevent strict compliance with the Zoning Ordinance:

NOT APPLICABLE

SIGN CASES ONLY:

Your signature on this application indicates that you agree to install a **Mock-Up Sign ten (10) days** before the scheduled ZBA meeting.

Failure to install a mock-up sign may result in your case not being heard by the Board, postponed to the next scheduled ZBA meeting, or cancelled. A mock-up sign is **NOT** to be the actual sign. Upon approval, the mock-up sign must be removed within five (5) days of the meeting. If the case is denied, the applicant is responsible for all costs involved in the removal of the mock-up or actual sign (if erected under violation) within five (5) days of the meeting.

Variance approval is void if permit not obtained within one hundred eighty (180) days of date of decision.

There is a five (5) day hold period before work/action can be taken on variance approvals.

All property owners' within 300 feet of ZBA property address will be notified of the ZBA case and variance requests.

PLEASE TAKE NOTICE:

The undersigned hereby appeals the determination of the Building Official/ Inspector or Ordinance Officer made

Construct New Home/Building Addition to Existing Home/Building Accessory Building
 Use Signage Other

Applicants Signature

Date

Property Owners Signature

Date

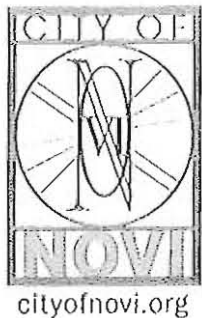
DECISION ON APPEAL

Granted Denied Postponed by Request of Applicant Board

The Building Inspector is hereby directed to issue a permit to the Applicant upon the following items and conditions:

Chairperson, Zoning Board of Appeals

Date



January 14, 2014

Tony Dellicolli
Cityscape Architects
40850 Grand River Avenue
Suite 200
Novi, Michigan 48375

RE: VARSITY LINCOLN DISPLAY LOT

The second submittal of a sign permit application for the above location has been reviewed and denied.

Sign Code Section 28-5 (2) a.1. permits a 30 square foot sign. The proposed sign is 31.76 square feet.

Sign Code Section 28-5 (5) b. does not permit changeable copy (electronic message center) signs for this use.

If you wish to request consideration of a variance from the Zoning Board of Appeals you may do so by contacting the board secretary, Angle Pawlowski, at 248-347-0459.

Please feel free to contact me with any questions at 248-347-0438.

Sincerely,

CITY OF NOVI

Jeannie Niland
Ordinance Enforcement Officer

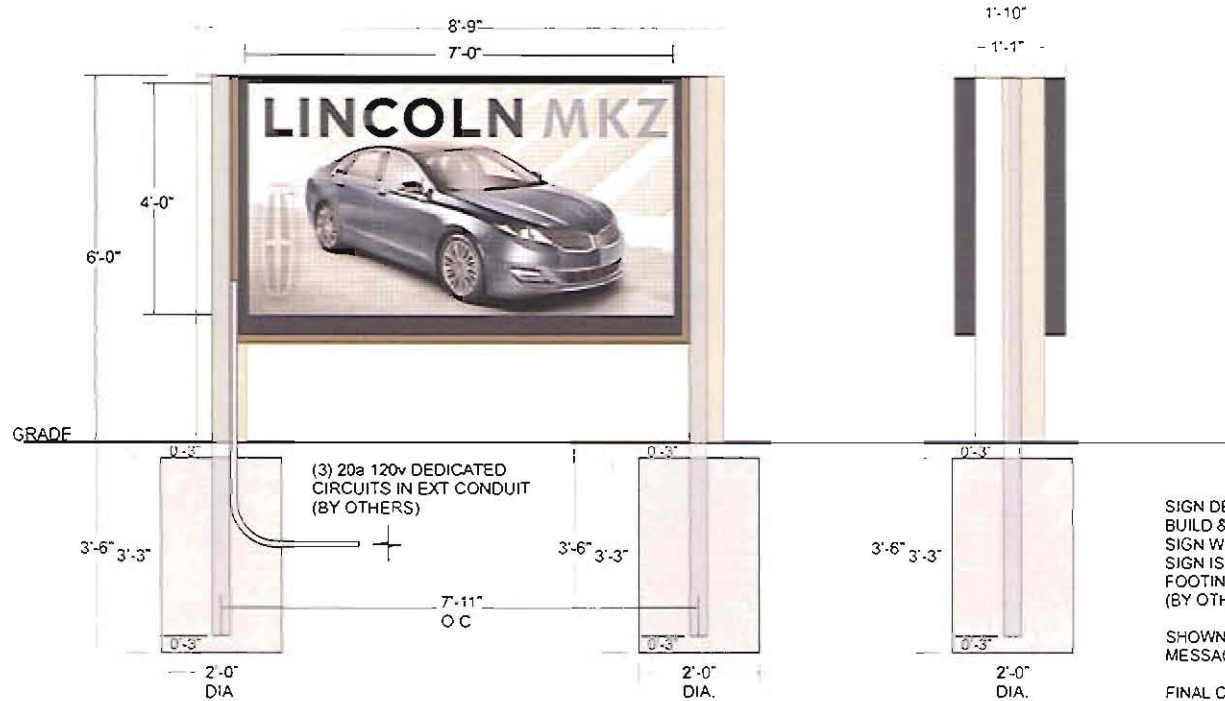


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663 S MANSFIELD
P.O. BOX 980493
YPSILANTI, MI 48198
PHONE 734-483-2000
1-800-793-0100
FAX 734-483-5164
www.huronsign.com



Custom Monument Sign



FOOTING STRUCTURAL NOTES:

SIGN POLES AND CONCRETE BASES ARE DESIGNED TO WITHSTAND A 90 MPH, 3 SEC. GUST WIND LOADS AS PER 2012-IBC & ASCE 7-02

ROUND PIPE TO BE ASTM A53 GRADE B OR SQUARE TUBE EQUIVALENT.

CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS, F_C=3,000 PSI
CONCRETE POURED INTO CONSTRAINED EARTH MUST CURE UNDER PROPER CONDITIONS FOR 4 DAYS PRIOR TO SIGN BOX INSTALLATION

CONCRETE MUST BE POURED AGAINST UNDISTURBED EARTH OR COMPACTED FILL

CONCRETE BASE DESIGNED AS PER 2012-IBC USING LATERAL SOIL BEARING CAPACITY OF 150 PSF/FT VERTICAL SOIL BEARING CAPACITY OF 1500 PSF/FT

28 SQFT

SIGN DESCRIPTION:

BUILD & INSTALL THIS CUSTOM FABRICATED ALUMINUM MONUMENT SIGN WITH ACCENT COLD R REVEAL & BEVELED END SIDES & SHROUD. SIGN IS INSTALLED WITH NEW INTERNAL STEEL POLES IN CONCRETE FOOTINGS. SIGN WILL REQUIRE (2) 20a 120v DEDICATED CIRCUITS (BY OTHERS)

SHOWN WITH A HIGH RESOLUTION FULL COLOR ELECTRONIC MESSAGE CENTER.

FINAL COLORS TBD.

Message center rendering is representational not a true depiction.

SCALE 1/2" = 1'



# OF SETS	1 D/F	RETURN DEPTH	24"	RACEWAY COLOR	N.A.	DESIGNER	S WILKIE
FACE COLOR	BLACK / WHITE	TYPE OF INSTALL	GROUND MONUMENT	TRANSFORMER	N.A.	DATE	02/10/14
RETURN COLOR	BLACK / BEIGE	TYPE OF FACE	ALUMINUM	BALLAST	N.A.	JOB NO.	
RETAINER COLOR	N.A. (BLIND)	RACEWAY D.	H. L. N.A.	COMMENTS:		JOB NAME	VARSIITY-LINC-ENG-3
LED COLOR	N.A.	HOUSINGS	N.A.	SALESPERSON:	STEVE AMES	ADDRESS:	12 MILE RD. WIXOM MI

APPROVED BY: _____

DATE: _____

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L A W O F F I C E S
LANDRY, MAZZEO & DEMBINSKI, P.C.
37000 GRAND RIVER AVENUE SUITE 200
FARMINGTON HILLS, MICHIGAN 48335
www.lmdlaw.com

TELEPHONE
(248) 476-6900

FACSIMILE
(248) 476-6564

D. B. LANDRY
dlandry@lmdlaw.com

March 28, 2014

HAND DELIVERED

City of Novi
Community Development Department
45175 West Ten Mile Road
Novi, MI 48375

Attention: Angie Pawlowski, ZBA Secretary

Re: Sign Variance Applicant - 886 Mill Street, LLC
Date of ZBA Hearing: April 8, 2014

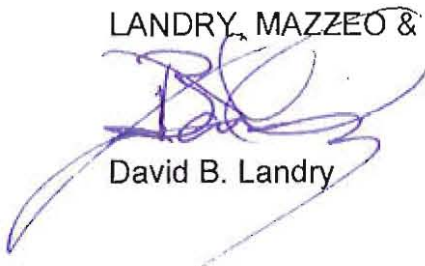
Dear Ms. Pawlowski:

I represent 886 Mill Street, LLC with respect to its application for a sign variance which is currently scheduled to be heard by the Zoning Board Of Appeals at its April 8, 2014 meeting. I have attached hereto 15 copies of a Supplemental Submission regarding the request for a variance. I would ask that you provide copies of the attached to the Members of the Zoning Board Of Appeals and the appropriate administrative officials who will be reviewing this variance request.

If you have any questions please feel free to give me a call. I thank you for your courtesy and cooperation.

Very truly yours,

LANDRY, MAZZEO & DEMBINSKI, P.C.


David B. Landry

DBL/klm
Enclosures

4200 Grand River Ave Suite 200
Novi, MI 48375
248.471.7507 ph
248.471.7508 fax

Client
800 Mill Street LLC
PO Box 701258
Plymouth, MI 48170

NOTICE
This architectural drawing is shown in effect
contingent upon the issuance of a permit by the
City of Novi, Michigan. No use or modification of
this drawing shall be made without the consent of
Cityscape Architects, Inc. All rights are hereby reserved.

Cityscape Architects, Inc.
10000 Woodward Ave
Suite 200
Plymouth, MI 48170
Project Number
**VARSLY LINCOLN
DISPLAY LOT**
Tax ID# 50-22-17-101-020
T1M, R1E, SEC. 17
Wixom Rd.
Novi, MI 48376

GROUND SIGN
LOCATION PLAN

DO NOT SCALE DRAWING
USE DIMENSIONS ONLY

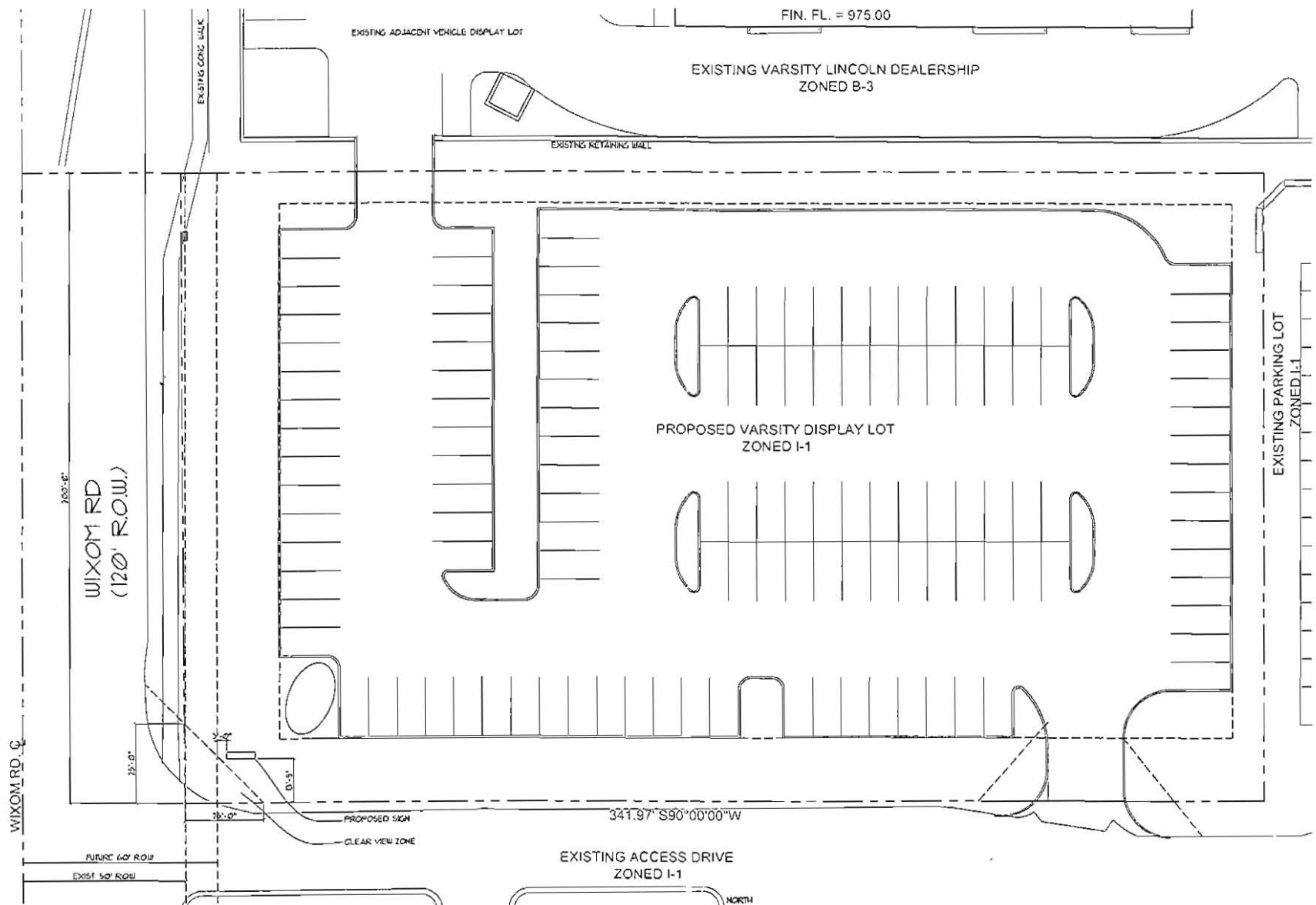
Project Number
11020-5

Drawn	CA
Approved	CA
Issued	01/11/17
Plotting/Printing	03/26/17

Sheet Number

G-1

0 10 20 40



1 PROPOSED LANDSCAPE PLAN

NTC

L A W O F F I C E S
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(248) 476-6564

D. B. LANDRY
dlandry@lmdlaw.com

March 27, 2014

City of Novi Zoning Board Of Appeals
45175 West Ten Mile Road
Novi, MI 48375

Re: Sign Variance Applicant 886 Mill Street, LLC
Date of ZBA Hearing: April 8, 2014

**SUPPLEMENTAL SUBMISSION OF 886 MILL STREET, LLC (MIKE STANFORD)
REQUEST FOR VARIANCE**

Please accept this as a supplement to the initial variance application regarding a "changeable copy sign". Since the initial variance request was submitted the Applicant has altered the dimensions of the sign (reduced the changeable copy portion) and the variance request is further limited to allow a sign which changes only once every five minutes. Thus, the sign fits within the dimension requirements of the ordinance (with a very slight exception) and while technically it is a "changeable copy sign" under the strict terms of Ordinance § 28-1, with the sign changing only once every five minutes the sign will be a static sign for virtually all viewers and thus will be in keeping with the spirit of the ordinance.

I. THE PROPERTY

The property in question, on the east side of Wixom Road south of the Varsity Lincoln Mercury Dealership, is part of a larger parcel which is controlled by a Consent Judgment. (See attached Exhibit C). This larger parcel is currently occupied in part by a Target store, and Sam's Club outlet. The parcel in question, which fronts to the west on Wixom Road, is referred to as "Outlot #1" in the Consent Judgment. Pursuant to the terms of the Consent Judgment while the entire parcel is zoned I-1 the Outlots may be built out according to B-3 uses. (Exhibit C, Consent Judgment ¶13b). The unique nature of this larger parcel and the contemplation that it would be developed commercially is reflected in the wording of the Consent Judgment regarding signs

March 27, 2014

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which provides that "the developer shall not be prohibited for seeking relief from the City Zoning Board Of Appeals". (Exhibit C, ¶12c(5)). It is important to bear in mind that while the Consent Judgment was entered 13 years ago, in 2001, this large parcel is still not built out and much has remained vacant. Indeed, a development of this Outlet is what has always been the goal of the City.

II. THE SIGN DIMENSIONS - REDUCED

The sign which the Applicant seeks to erect is depicted in Exhibit A. The sign which the Applicant previously sought to erect is depicted in Exhibit B. While the overall dimensions of the structure - including the supports - has not been reduced, the area of the "sign" is now in comportment with Ordinance § 28-5(2)a(1)(i) and § 28-5(5)c.

§ 28-5(1)d(2) provides for grounds signs in a B-3 district. The dimensional requirements for a ground sign set forth in § 28-5(2)a(1)(i) provide that the area of the sign "shall not exceed a maximum of thirty (30) square feet or one (1) square foot of sign area for each two (2) feet of setback from the nearest street centerline ..." The ground sign in questions is setback 63 feet from the centerline of Wixom Road and, therefore, the maximum allowable area of the sign would be 31.5 square feet. As reflected in Exhibit A, only a portion of the sign will be "changeable copy" as the top portion would be static with the letters "Varsity Lincoln". The total square footage of the sign is 30.7 square feet in keeping with the ordinance. The overall height of the sign is six feet and, likewise, is in keeping with the ordinance.

As originally submitted (see Exhibit B) the entirety of the sign area was Digital. Ordinance § 28-5(5)c provides that "the changeable copy portion of such sign shall not exceed two-thirds (2/3) of the sign area ..." The changeable copy portion of the sign as requested is 21 square feet. Thus, as a ratio of the total square footage of the sign, the 21 square foot changeable copy portion is .6840. That is slightly higher than the two-thirds (2/3), or .6666, provided for in the ordinance. Accordingly, the Applicant respectfully requests a variance for the .0174 square feet which the changeable copy portion would exceed the two-third (2/3) maximum provided in the ordinance.

III. THE USE AND THE SIGN - A HYBRID SIGN

The proposed sign is what is referred to as a Digital sign. The changeable copy portion is comprised of 12 inch by 12 inch modules allowing for a high resolution image. It is different from what was contemplated at the time the current ordinance was

LANDRY, MAZZEO & DEMBINSKI, P.C.

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enacted. The ordinance refers to "changeable copy signs" which are defined in § 28-1 as "a sign designed so the copy can be changed either manually or electronically, while the surface of the sign remains unchanged." Examples of the types of signs envisioned by this ordinance are attached hereto as Exhibit D. These signs are what can be described as "dot-matrix" messaging boards. Examples are seen at Moe's - On - Ten and Miracle Software. The proposed sign does technically fit within the definition of "changeable copy sign" because it "can be changed either manually or electronically, while the surface of the sign remains unchanged." However, it is clearly a different sign than a dot-matrix message board. Looking at Exhibit A, the sign display even within the "changeable copy" portion, is a static image. However, while the ordinance allows a "changeable copy sign" to change its message every 15 seconds the Applicant is not seeking that type of sign. The Applicant seeks a variance to allow the image to change only once every five minutes! Thus, to virtually everybody who views the sign it will display a static image. There will be no flashing, no transitioning and no scrolling. The intent of the Applicant is not to have the sign change multiple times for each viewer. Thus, the sign is truly a Hybrid type of sign from what was contemplated in the ordinance. A customary Digital billboard along a freeway is allowed to change under the Michigan Highway Advertising Act once every eight seconds. MCL 252.318(h). Thus, such a Digital billboard is allowed to change and display a different message seven times every minute. The Novi Ordinance with respect to "changeable copy signs" allows such a sign to change the message every 15 seconds, i.e., four different messages every minute. The requested sign by the Applicant is significantly different in that it only changes its message once every five minutes.

The sign will certainly have a high resolution image. However, that is not a difference in the character of the sign. Attached hereto Exhibit E is a very large sign advertising "Wasabi" Restaurant on Grand River Avenue. That is a static sign. It is comprised of a vinyl material which is stretched over the sign frame and depicts, in very colorful imaging, what is akin to a photograph. It too has a very high resolution. In light of the fact that the proposed sign in this case would only change its image once every five minutes it would merely be a small version of the very large Wasabi sign.

§ 28-5(5)b sets forth the locations where "changeable copy signs" as defined in the ordinance are anticipated and allowed. These include the following:

- places of worship
- schools

LANDRY, MAZZEO & DEMBINSKI, P.C.

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- movie theaters
- similar entertainment venues at which shows, performers, or entertainers *change on a regular basis*
- restaurants
- recreational facilities at which events *change on a regular basis*.

In looking at the language of the ordinance it can be seen that the ordinance contains very specific use descriptions and it also contains very general use descriptions. The specific use descriptions include places of worship, schools, movie theaters and restaurants. However, the ordinance also uses the general descriptive language of locations where the products or services "change on a regular basis". That is exactly the business of the Applicant. Accordingly, it is suggested that this Hybrid sign, which only changes once every five minutes, would be appropriate for the business whose products and services "change on a regular basis".

The Applicant, 886 Mill Street, LLC, is the owner of the separate parcel, Outlot #1. The intended use is for the sale of Lincoln Mercury vehicles. It will operate in conjunction with Varsity Lincoln Mercury. Varsity is a very well-known, very well respected and very active corporate resident of the City of Novi. To have Varsity Lincoln Mercury expand its operations into the area over which this 13-year-old Consent Judgment anticipated development long ago is a very positive development for the City.

The ordinance allows for "changeable copy signs" for businesses that sell products and services that "change on a regular basis". The Applicant sells big ticket expensive items - Lincoln motor cars. This includes over 16 models each year that change every year. Could the Applicant stretch a piece of vinyl over a sign structure, like Wasabi, yes? Could the Applicant request a new permit each year so that it could stretch a different piece of vinyl over the structure of the sign each year, yes? But why make the Applicant and/or the City go through this when technology allows the image to change electronically. The Applicant sells products and services which change on a regular basis and the Applicant seeks a sign with the "changeable copy" portion displaying a virtual static image to each person who views it on each occasion. By not proposing a sign which changes four times every minute this sign is a perfect "bridge" between the specific uses set forth in the ordinance and the general descriptive language used in the ordinance. It is in keeping with the spirit and intent of the ordinance.

LANDRY, MAZZEO & DEMBINSKI, P.C.


March 27, 2014

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The Applicant seeks a variance to erect and maintain a sign as displayed in Exhibit A, the changeable copy portion of which would change only once every five minutes. Analyzed under § 28-16 of the Novi Ordinance the circumstances of the Applicant are certainly unique to the proposed use, i.e. selling products and services which change on a regular basis. Certainly, as unique as any of the specific uses called out in the ordinance. A denial of the application would limit the ability of the Applicant to display his products by limiting him to only displaying one of the many products he sells. Granting the variance would not be incompatible with or unreasonably interfere with adjacent or surrounding uses which are industrial and business. Granting the ordinance would result in substantial justice being done to the Applicant and the adjacent larger parcel, portions of which have sat for 13 years without being developed. Finally, granting the variance would not be inconsistent with the spirit and intent of the ordinance.

The Applicant respectfully requests a variance to allow the erection and maintenance of the sign as depicted in Exhibit A. Thank you.

Respectfully submitted,



LANDRY, MAZZEO & DEMBINSKI, P.C.

By: David B. Landry

Attorney for 886 Mill Street, LLC

DBL/klm

Enclosures

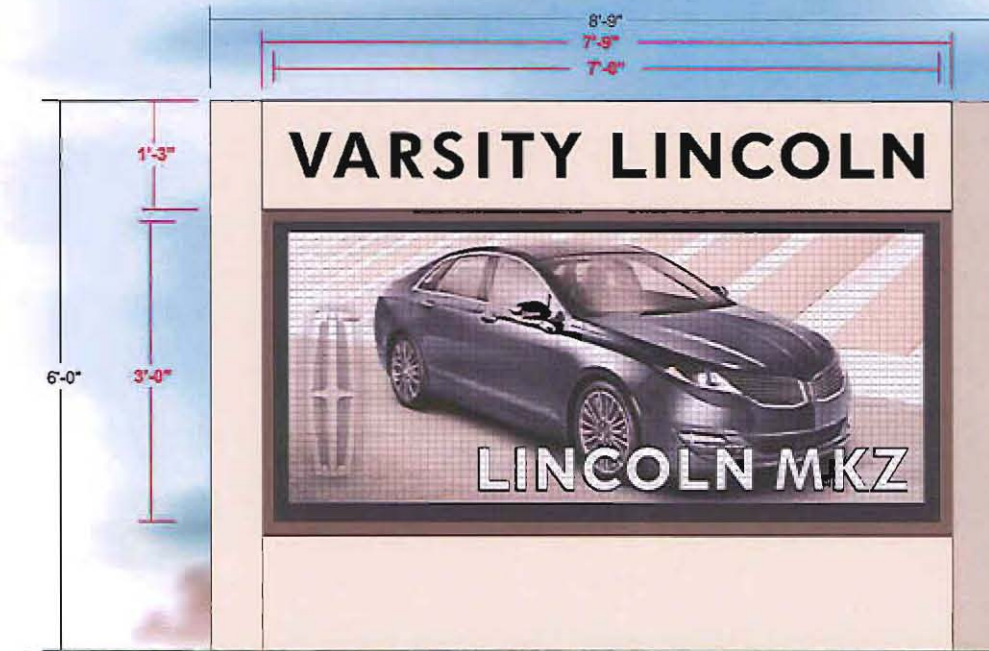


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Custom Monument Sign



SIGN DESCRIPTION:
BUILD & INSTALL THIS CUSTOM FABRICATED ALUMINUM MONUMENT SIGN WITH . ACCENT COLOR REVEAL & BEVELED END SIDES & SHROUD. SIGN IS INSTALLED WITH NEW INTERNAL STEEL POLES IN CONCRETE FOOTINGS. SIGN WILL REQUIRE (2) 20a 120v DEDICATED CIRCUITS (BY OTHERS)

SHOWN WITH A HIGH RESOLUTION FULL COLOR ELECTRONIC MESSAGE CENTER.

FINAL COLORS TBD.

**9.7 SQFT
SECTION 1**

**21 SQFT
SECTION 2**

**TOTAL SQUARE FOOTAGE
30.7**



Message center rendering is representational not a true depiction.

SCALE 3/4" = 1'



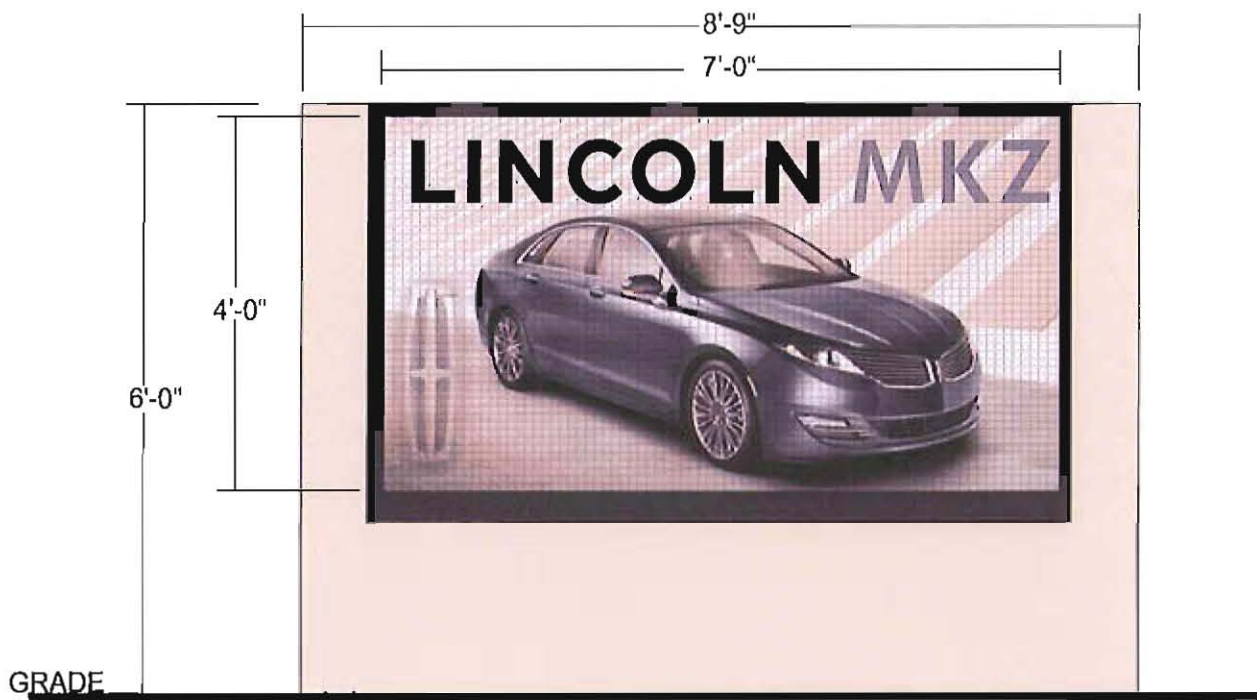
# OF SETS	1 D/F	RETURN DEPTH	22"	RACEWAY COLOR	N.A.	DESIGNER	S WILKIE
FACE COLOR	BLACK / WHITE	TYPE OF INSTALL	GROUND MONUMENT	TRANSFORMER	N.A.	DATE	03/10/14
RETURN COLOR	BLACK / BEIGE	TYPE OF FACE	ALUMINUM	BALLAST	N.A.	JOB NO.	
RETAINER COLOR	N.A. (BLIND)	RACEWAY D.	H. L. N.A.	COMMENTS:		JOB NAME	VARSIY-LINC-5
LED COLOR	N.A.	HOUSINGS	N.A.	SALESPERSON:	STEVE AMES	ADDRESS:	GRAND RIVER RD. NOVI, MI

APPROVED BY: _____ DATE: _____

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STATE OF MICHIGAN

CITY OF PONTIAC
CLERK OF COURT
01 SEP 12 AM 9:29

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

NOVI EQUITIES LIMITED PARTNERSHIP,

Plaintiff,

Case No. 00-021096-CZ

v

HON. RAE LEE CHABOT

CITY OF NOVI,

Defendant.

Teresa S. Decker (P-32114)
Varnum, Riddering, Schmidt & Howlett LLP
Attorneys for Plaintiff
333 Bridge Street, N.W.
P.O. Box 352
Grand Rapids, MI 49501-0352
(616) 336-6000

George M. DeGroot, III (P-33724)
Attorney for Defendant
400 Galleria Officecentre, Suite 550
Southfield, MI 48034
(248) 353-4450

CONSENT JUDGMENT

At a session of said court, in the City of Pontiac,
County of Oakland, State of Michigan, on the
... day of ... JUL 19 2001, 2001.

Present: Honorable Rae Lee Chabot, Circuit Court Judge

This case having come before this Court on the Complaint filed by Plaintiff (“Developer”), and the responsive pleadings and filings of the Defendant (“City”), and the parties to this case having agreed to settle this dispute in the manner set forth in this Consent Judgment and to entry of this Consent Judgment; each of the parties to this Consent Judgment having represented that all requirements necessary for each party to bind itself to this Consent Judgment have been met; it appearing to the Court that this Consent Judgment has been consented to by the parties freely, voluntarily and with full knowledge of its effects; and the Court being otherwise fully advised in the premises;

NOW THEREFORE, IT IS ORDERED AND ADJUDGED as follows:

1. By approving this Consent Judgment, the parties are agreeing with, and stipulating and consenting to, all of terms and provisions of this Consent Judgment with like effect to agreeing to be bound by the terms of a contract.
2. This Court has subject matter jurisdiction over all of the issues raised in the Complaint, and has the authority and jurisdiction to enter this Consent Judgment.
3. This Court has personal jurisdiction over the parties and venue is proper.
4. The parties have the authority to and have duly authorized the terms and conditions of the settlement on which this Consent judgment is based.
5. All conditions precedent to giving effect to the terms and conditions of this Consent Judgment are in compliance with all procedural and substantive requirements of all applicable law.
6. The terms and conditions of the settlement on which this Consent Judgment is based are within the scope of the Court’s jurisdiction and remedial powers, and are valid and enforceable.

7. The terms and conditions of this Consent Judgment shall be appurtenant to the property which is the subject matter of this case, described on **Exhibit A** (the "Property"). These terms and provisions shall run with the Property as if they were covenants running with the land. The terms and conditions of this Consent Judgment shall inure to the benefit of and be binding on the parties and their respective heirs, successors and assigns, and reference herein to Plaintiff's and/or Defendant (including reference to the Developer and/or the City, as applicable) shall include their respective heirs, successors, transferees and assigns. A copy of this Consent Judgment shall be recorded in the Register of Deeds for the County of Oakland.
8. All claims in the pleadings, and any and all new claims that could be asserted as of this date relating to the specific subject matter of this case, are merged as part of this Consent Judgment, and, subject to the terms and conditions of this Consent Judgment, all claims are dismissed with prejudice and without attorney fees or costs and including a dismissal with prejudice of all money damage claims.
9. The Developer shall be responsible for clearing obstructions and debris from the public roads adjoining the Property, and shall pay the City for the cost of repairing any damage to the roads caused by construction traffic to the Property.

DEVELOPMENT OF PROJECT

10. Subject to and in accordance with the terms of this Consent Judgment, and subject to the Developer seeking and securing site plan review and approval in accordance with the ordinances of the City, the Property may be developed, and the Property shall be preserved and maintained, in the manner depicted in the plan

attached as **Exhibit B**, and the Developer shall be enjoined from developing or disturbing the Property in any other manner.

LAND PRESERVATION AND LAND USES

II. Land Preservation

- a. The total green and open space, including preservation areas and interior landscaping, shall be preserved and maintained by the Developer on the Property, and shall be a minimum of forty percent (40%) of the total (not including 2.34 acres of right-of-way) land area. The area depicted on Exhibit B as "Preserved Woodlands, Wetland and Storm Water Detention" shall be permanently preserved, and, prior to the issuance of any development approval, the Developer shall execute and record the Conservation Easement attached as **Exhibit C** prior to any site development approvals. Such area shall be referred to as the "Permanent Preserve". The Permanent Preserve shall be included in the calculation of total green space under sub-paragraph 11(a), above. The Permanent Preserve shall remain undeveloped and in a natural state, as provided in the Conservation Easement, and shall be subject to the maintenance obligations set forth in this Judgment, below. The parties agree that the legal description for the Permanent Preserve shall be incorporated in this Judgment immediately following final site plan review, and prior to any site development approvals.
- b. The Landscape areas, as approved as part of site plan review and approval, consistent with this Consent Judgment, shall be constructed and preserved

by the Developer, and shall be subject to the maintenance obligations set forth in this Judgment, below.

- e. The area depicted on Exhibit B as the "Former Outlot" shall be land-banked for future parking development and use. The Developer shall develop such area for parking purposes if and to the extent the Developer determines, in the reasonable exercise of his or her discretion, that additional parking spaces are needed to service the buildings depicted on Exhibit B as Retail "A," "B," and "C". In the event a sit down, table service restaurant (not fast food sit down or fast food carry out) is established on Outlot 1, the area within the Former Outlot may be utilized for parking purposes for such restaurant. Until such time as such area is developed for additional parking, it shall be landscaped and maintained as approved as part of site plan review and approval, consistent with this Consent Judgment.

12. Land Uses – Retail 'A', 'B' and 'C'

- a. The total gross building area for the buildings depicted on Exhibit B as Retail "A," "B," and "C" ("Retail "A," "B," and "C""), including all areas authorized by the Planning Commission for outdoor use, shall, respectively, not exceed the following: Retail "A" - 149,600 square feet; Retail "B" - 100,000 square feet; and, Retail "C" - 125,400 square feet. If there is a reduction in the area of one or two of the buildings, other buildings may be correspondingly increased in area, subject to the overarching limitations that the total square footage of all three buildings

(including areas authorized for outdoor use) shall not exceed 375,000 square feet, and no one building or user may exceed 150,000 square feet. The 150,000 square foot limitation upon each building and user shall not prohibit the Developer from requesting and the Planning Commission granting additional space for outdoor use, provided that the aggregate gross square footage of all buildings, uses and outdoor space shall not exceed 375,000 square feet.

- b. Retail "A", "B" and "C" shall conform to the uses permitted in the B-2 zoning district as described in the City of Novi Zoning Ordinance, as amended, subject to and in accordance with this Consent Judgment, and subject to the Developer seeking and securing site plan review and approval in accordance with the ordinances of the City.
- c. At the election of the Developer, Retail "C", and all other improvements shown on the plan attached as Exhibit D, and subject to all terms and provisions of this Consent Judgment, may be developed as a separate and initial phase of the overall development ("Phase I"). In such event, the provisions of this sub-paragraph c shall apply. The building identified on Exhibit B as Retail "C" shall be a retail store of not more than 125,400 gross square feet, and shall be subject to and in accordance with the following:
 - (1) The details of the elevation of the building on all four sides, and the specification of a description of the type of façade and façade materials to be used, shall be as shown on Exhibit E, and, to the

extent that such Exhibit does not specify information, the City's ordinances shall apply.

- (2) The types of signs and square footage of signage allowed on and for the building shall be as determined in site plan review and approval, provided, wall signage on the north side of the building shall be as set forth on Exhibit E, reflecting a tenant identification wall sign 34' x 6' (204 square feet), plus a wall sign to identify one of the departments of the store, e.g., "pharmacy", 23' x 2.5' (57.5 square feet).
- (3) The truck or loading dock, and the screening of such facility, shall be as determined in site plan review and approval.
- (4) Landscaping details adjacent to the building shall be as determined in site plan review and approval.
- (5) Signage identifying the name of the development and/or Retail "A", "B" and "C": One ground sign adjacent to the Grand River entrance, and one ground sign adjacent to the main Wixom Road entrance. Such signage shall be monument signs, with a height not greater than six feet and an area not greater than seventy-two square feet, provided that the Developer shall not be prohibited from seeking relief from the City Zoning Board of Appeals.
- (6) The Developer shall obtain preliminary and final site plan approval for Phase 1, subject, however, to Paragraph 21 of this Judgment. The City shall complete the site plan review process on an

expedited basis for Phase 1. Anything herein to the contrary notwithstanding, the Developer may proceed with the initial stages of development of Phase 1 in accordance with the following:

- (i) To "*clear and grub*" the Phase 1 area of development, the Developer shall be required to: secure all applicable wetland and woodland permits for those areas shown to be a part of Phase 1 on Exhibit D, and shall have submitted a complete application for preliminary site plan review, and allowed such review for thirty days, and, conform the plan to such requirements imposed by the City (either as a result of staff review, or based upon planning commission review to that point); secure environmental permit sign-off from the City Building Department for wetlands, woodlands and soil erosion; attend an environmental pre-con meeting with the City Engineer; install soil erosion measures and woodlands fencing; and, secure a City inspection of the soil erosion, wetland and woodland protection measures.
- (ii) To *undertake mass grading* of the Phase 1 area, the Developer shall be required to: Submit a mass grading plan certified by the Developer's registered

civil engineer, and secure a mass grading recommendation from the City Engineer; submit a letter holding the City and adjoining property owners harmless in connection with the permission to proceed on an advanced/expedited basis, recognizing the risks inherent in moving forward prior to obtaining final approvals; comply with the City's Mass Grading Policy;

- (iii) To *construct the building foundation* for Phase 1 of the development, the Developer shall be required to: Secure preliminary site plan approval; apply for and secure a foundation permit from the Building Department; submit construction drawings for a foundation permit (partial set), including the site plan, foundation plans and all details associated with the foundation, floor plan(s) and elevations (details not required), special inspection statement, structural calculations, soil boring reports, hazardous chemical survey; secure mechanical permits for any underground utilities to be installed within the footprint of the building; submit hold harmless letter in connection with the foundations/footings relative to the permission to

proceed on an advanced/expedited basis, recognizing the risks inherent in moving forward prior to obtaining final approvals; and, attend a pre-construction meeting with the Building Department.

- (7) Any and all additional development shall be based upon the grant of final site plan approval and the issuance of all applicable permits and approvals.
 - (8) This provision shall not relieve the Developer from paying all applicable escrows and fees.
- d. In the event the Developer elects not to construct the Retail "C" in Phase I in the manner specified in subparagraph c, above, the Developer shall be required to proceed in the customary manner in accordance with all applicable law and ordinances, including the obligation to submit any other plans to the City for preliminary and final site plan approval, in which case, the design and architecture shall be governed by subparagraph g, below.
- e. The following uses shall not be permitted on Retail "A", "B" and "C":
- (1) Arcades (as a principal use).
 - (2) Adult business use, or any other use involving sexually explicit activities, all as defined in the City Zoning Ordinance, as amended.
- f. Plaintiff shall provide 1,725 parking spaces for Retail "A", "B" and "C".
- g. The design and architecture for Retail "A" and "B", and for Retail "C" if not developed in accordance with sub-paragraph c, above, shall include

pitched roof, predominantly brick exterior, and comparable architectural features as shown on the concept elevations attached as **Exhibit G**, and, to the extent that such Exhibit does not specify information, the City's ordinances shall apply.

13. Land Uses – Outlots

- a. Three outlots, subject to the Developer seeking and securing site plan review and approval in accordance with the ordinances of the City, may be developed on the Property in the locations, and having the lot areas and dimensions, shown on Exhibit B.
- b. The uses of the outlots shall conform with the uses permitted in the B-3 zoning district as described in the City of Novi Zoning Ordinance, as amended, subject to and in accordance with this Consent Judgment.
- c. The following uses shall not be permitted on the Outlots:
 - (1) Package sale of alcoholic beverages, provided that a pharmacy having such package sale as an incidental use shall not be prohibited.
 - (2) Arcades.
 - (3) Adult business use, or any other use involving sexually explicit activities, all as defined in the City Zoning Ordinance, as amended.
- d. Parking spaces for outlots shall be determined based upon applicable City ordinances at the time of site plan approval and shall be located on the outlot parcel, subject to the exception stated in paragraph 11(e), above, for a restaurant use on Outlot 1.

SITE DEVELOPMENT

14. The Property shall be improved, developed and maintained as follows:
- a. Parking lot landscaping on the Property, not including the outlots, shall be in the areas generally depicted on the Site Plan, Exhibit B, and the particular plantings thereon shall be determined in accordance with the applicable provisions of the Zoning Ordinance, as amended, and shall be subject to site plan review. Approximately 700 trees of a total of 1441 regulated trees shall be preserved. The removed trees shall be replaced as determined in site plan review and approval, in accordance with applicable City Ordinances, and shall be subject to the maintenance obligations set forth in this Judgment, below.
 - b. A landscaped buffer 50 feet wide shall be established along the south side of the Property, commencing at Wixom Road, and running in excess of 600 feet to the storm water detention area. This buffer shall be a six foot landscaped berm. A combination of plantings on the berm shall be determined as part of site plan review and approval, with the objective of providing the screening as contemplated in the Zoning Ordinance, as amended. The landscape buffer, and all vegetation planted thereon, shall be subject to the maintenance obligations set forth in this Judgment, below.
 - c. It is the intent and goal of the parties that the development shall access and connect to an existing regional storm water basin located approximately 600 feet south of the site, if determined to be feasible during site plan

review. If the City determines that connection to the regional basin is not feasible, on-site detention shall be provided in accordance with applicable City ordinance standards, and, in such event, all storm water storage shall be achieved in the on-site basin shown on Exhibit B, which may be expanded not more than 30 feet to the west if and to the extent needed to accommodate the additional detention requirements (and no other portion of the Permanent Preserve shall be utilized for such purpose). In any event, a sedimentation pond will be constructed on the Property from which storm water will be discharged to the detention basin. The sedimentation pond shall be constructed in accordance with the requirements of all applicable laws, ordinances and regulations, and shall be constructed in the location determined as part of site plan review and approval. Such areas utilized for storm water storage shall be included in the calculation of the minimum green/open space on the Property, as required in this Judgment.

- d. Sanitary sewer service shall be provided by connecting to the existing sanitary sewer line in the Grand River Avenue right-of-way. Plaintiff may request an alternate sanitary sewer service connection along Wixom Road.

OFF-SITE IMPROVEMENTS – WIXOM ROAD AND GRAND RIVER

15. Plaintiff shall, at its sole expense, cause the necessary plans to be prepared and secure all required permits and approvals, and provide all labor and materials, to widen Wixom Road to three lanes in the area including the Property frontage, as generally depicted in Exhibit B. Subject to permit approval requirements, this

widening will commence on the north from the point at which Wixom Road narrows from three lanes to two, and shall continue south to Plaintiff's southern property line. Plaintiff shall design, engineer and construct the road widening in accordance with City standards and specifications. Defendant shall retain all plan approval and inspection rights relating to the road construction, and, following completion and approval, the right-of-way improvements shall be dedicated for public use. Such road improvement shall be completed, inspected and approved prior to the issuance of a certificate of occupancy for any use of the Property.

16. Plaintiff shall, at its expense, cause the installation of a traffic signal at the main boulevard entrance on Wixom Road identified on Exhibit B, and shall be installed prior to issuance of a certificate of occupancy for any use on the Property.
17. The parties understand that the Oakland County Road commission may recommend that the Grand River Avenue entrance shown on Exhibit B be moved to align with the new Grand River Avenue/12 Mile Road traffic signal, or may not approve a traffic signal at the existing Grand River Avenue entrance in conjunction with the new intersection. In the interest of traffic safety, the City, without expense, shall cooperate in pursuing approval of a relocated Grand River Avenue entrance designed to align with the new Grand River Avenue/12 Mile Road traffic signal.
18. Signage for the development will be allowed at the Grand River Avenue and middle Wixom Road (traffic light) entrances. The precise location and signage shall be determined as part of site plan review and approval. This provision is to

be read in conjunction with sub-paragraph 12.c(5), above, and is not intended to authorize signage in addition to such sub-paragraph.

WETLANDS

19. The Developer has conducted a wetlands delineation for the Property. The wetlands are identified on Exhibit F, attached hereto, as wetlands A, B, C, D, E, F and G, consisting of a total of 7.1 acres of wetlands, 5.9 acres of which are deemed essential.
20. This Consent Judgment contains certain authorizations and requirements relative to the wetlands identified on Exhibit F.
 - a. All authorizations relative to such wetlands shall be subject to any and all approvals required by ordinance and law to be secured from the City and the Michigan Department of Environmental Quality ("MDEQ"), respectively. Subject to the disclosure of facts and/or circumstances not known at the time of this Judgment, the wetland permits issued by the City shall substantially conform to the wetland provisions of this paragraph 20.
 - b. All City requirements relative to such wetlands shall be binding upon the Developer, regardless of any permission granted by MDEQ, and the Developer shall take all actions reasonably required to maintain all wetland areas to be preserved under the terms of this Consent Judgment, consistent with the provisions of the Conservation Easement attached to this Judgment, and such maintenance shall be subject to the obligations and enforcement provisions set forth in this Judgment, below. The Developer is enjoined from disturbing, destroying and/or impairing such

wetlands in a manner inconsistent with the requirements of this Consent Judgment and the terms of the wetland permit.

c. Subject to the issuance of a wetlands permit by the City Council, the following shall apply:

- (1) Wetlands D, E and F are deemed non-essential wetlands and the Developer shall be authorized to fill those areas, upon issuance of the appropriate permit, subject to the overall mitigation requirements contained in this Consent Judgment and in the wetland permit.
- (2) Prior to the issuance of a certificate of occupancy for any use of the Property, wetlands B and G shall be fully mitigated consistent with the provisions of the City permit issued for such purpose.
- (3) Wetlands A and C shall be partially maintained as they currently exist with the remainder mitigated prior to the issuance of a certificate of occupancy for any use of the Property, with the disturbance of such wetlands and all mitigation to be consistent with the provisions of the City permit issued for such purpose.
- (4) Aside from the 1.2 acres of wetlands in areas D, E and F, all wetland disturbances shall be mitigated as required by the City's permit at a ratio of 1.5 acres of newly created wetland for every acre disturbed. Subject to being required by City permit to undertake alternative mitigation based upon detailed engineering and analysis, the Developer shall mitigate wetlands B and G (to establish 1.8

acres of new wetlands) and shall mitigate portions of wetlands A and C (to establish the number of acres of new wetland determined as part of wetland review concurrent with site plan review, consistent with the ratio set forth above). Unless determined otherwise based upon detailed engineering and analysis, it is contemplated that the construction of new wetland for mitigation purposes may be in the Permanent Preserve, and 2.87 acres of mitigated wetlands shall be on the Property.

GENERAL TERMS OF JUDGMENT

21. Development and use of the Property shall be in conformance with all applicable laws, ordinances and regulations, provided, however, where the express terms of this Consent Judgment deviate from City Ordinance, the terms of this Judgment shall govern.
22. The parties will deal with one another, and shall make all filings and take all actions in the spirit of good faith and timeliness.
23. The terms of this Judgment may be amended, changed, or modified, only by written consent and agreement of both parties, unless otherwise specified herein. No waiver of any provision of this Judgment shall be valid unless in writing.
24. This Judgment is declared to be in recordable form and the obligations contained herein relative to the Property are declared to be covenants running with the land and the Oakland County Register of Deeds is hereby ordered to record a true copy of this Judgment.

25. The Developer shall maintain, repair and preserve all common areas, landscaping, signage, open spaces, natural feature areas, wetlands, woodlands, habitat areas, privately owned detention and drainage facilities, and any other commonly owned improvements on the Property. Such maintenance, repair and preservation shall be undertaken with prudent practices. If the Developer shall at any time fail to carry out one or more responsibilities or obligations relative to maintenance, repair and/or preservation, the City shall have the right to serve written notice upon the Developer, setting forth the deficiencies in maintenance, repair and/or preservation. The notice may also set forth a demand that such deficiencies be cured within a stated reasonable period of time, and further state a date, time and place of hearing before the City Council or other board, body or official delegated by the City Council, for the purpose of allowing the Developer to be heard as to why the City should not proceed with the maintenance, repairs and/or preservation not undertaken. At the hearing, the City may take action to extend the time for curing the deficiencies, and the date of the hearing may itself be extended and/or continued to a date certain. If, following the hearing, the City shall determine that the maintenance, repairs and/or preservation have not been completed within the time specified in the notice, as such time may have been extended by the City, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents and/or contractors to enter upon the Property, and perform such maintenance, repairs and/or preservation as found by the City to be appropriate. The cost and expense of making and financing such maintenance, repairs and/or preservation, including

the cost of all notices and hearing, including reasonable attorneys' fees, plus a reasonable administrative fee, shall be paid by the Developer, and such amounts shall constitute a lien on all taxable portions of the Property. The Township may require the payment of such moneys prior to the commencement of any work.

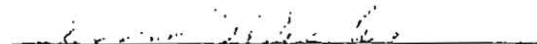
If such costs and expenses have not been paid within thirty (30) days of a billing to the Developer or successor owners, all unpaid amounts may be placed on the delinquent tax roll of the City as regards the taxable portions of the Property (allocated among any privately owned parcels based upon assessed value), and shall accrue interest and penalties, and shall be collected in the manner made and provided for the collection of delinquent real property taxes in the City. Any failure or delay by the City to enforce any provision of this provision shall in no event be deemed or construed, or otherwise relied upon, as a waiver or estoppel of the right to eventually pursue and insist upon strict enforcement. In all instances in which the City is authorized to pursue maintenance, repairs and/or preservation, as provided above, the City, and its agents and contractors, shall be permitted, and are hereby granted authority, to enter upon all portions of the Property reasonably necessary or appropriate for the purpose of inspecting and/or completing the respective work.

26. Subject to the continuing jurisdiction of the Court to ensure compliance with this Judgment, this Judgment resolves the last pending claim and closes the case.


RAE LEE CHABOT
CIRCUIT JUDGE

HONORABLE RAE LEE CHABOT

Approved as to Form and Substance:



Teresa S. Decker, Attorney for Plaintiff



George M. DeGroot III, Attorney for Defendant

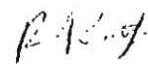
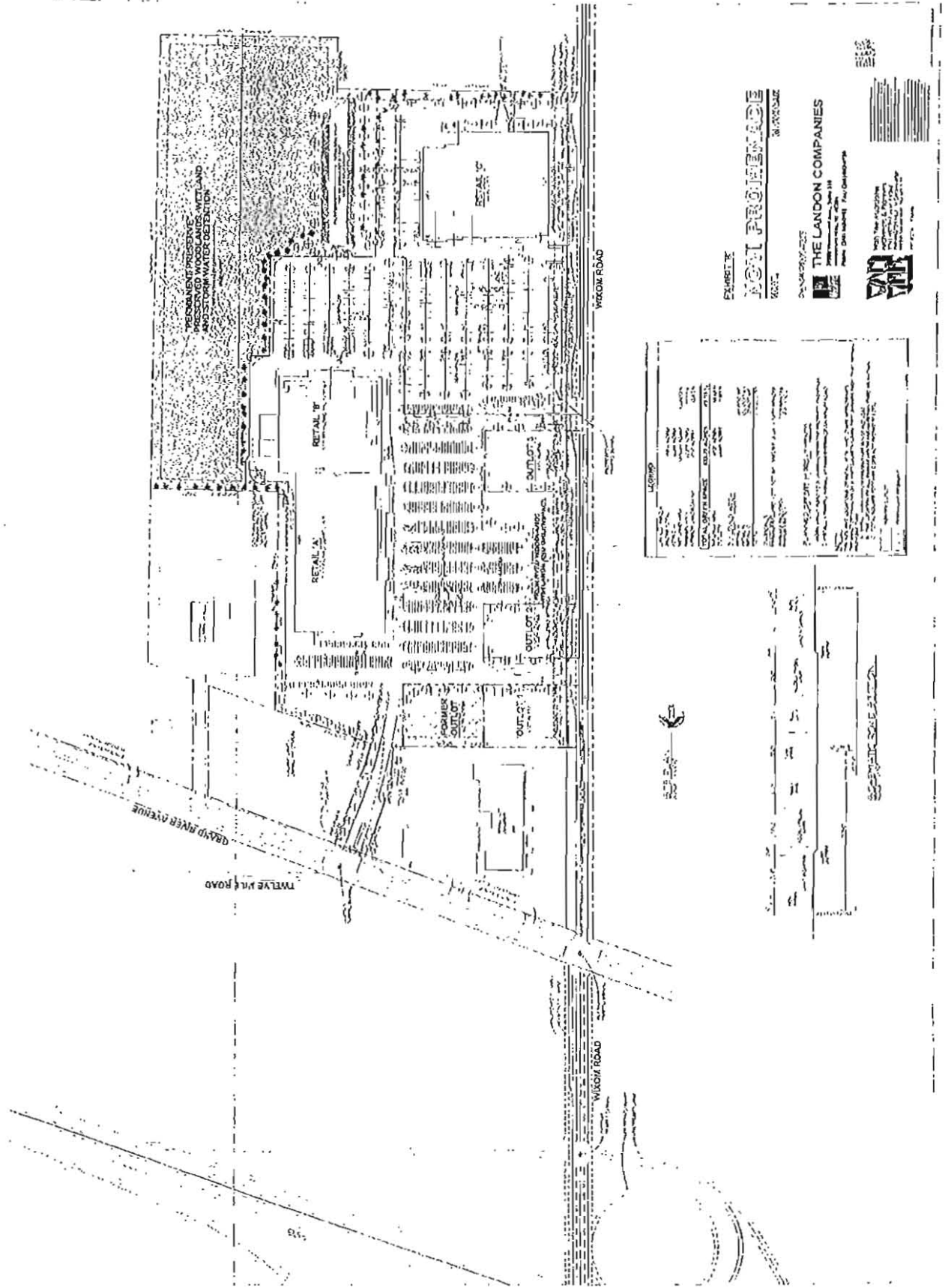


EXHIBIT A

a part of the NW 1/4 of Section 17, T.1N., R.8E., City of Novi, Oakland County, Michigan, being part of parcel 22-17-101-018, more particularly described as follows:

All that part of the following described parcel lying southerly of a line 370 feet southerly of, parallel with and at right angles to the South R.O.W. line of Grand River Avenue, said line being the south line of the existing B-3 zoning.

Beginning at a point on the west line of Section 17 (nominal C/L of Wixom Road) said point being $S00^{\circ}19'49''E$ 110.00 feet from the NW corner of Section 17; thence $N90^{\circ}01'00''E$ 592.55 feet; thence Northeasterly along the arc of a curve to the right 245.31 feet, said curve having a radius of 800.00 feet, a central angle of $17^{\circ}34'19''$ and a chord bearing and distance of $N11^{\circ}02'37''E$ 244.39 feet; thence $N19^{\circ}49'46''E$ 104.27 feet to the southerly right-of-way line of Grand River Ave.; thence $S70^{\circ}10'14''E$ 530.19 feet along said right-of-way line; thence $S00^{\circ}36'58''W$ 350.00 feet; thence $N70^{\circ}10'14''W$ 223.52 feet; thence $S00^{\circ}36'58''W$ 679.38 feet; thence $S89^{\circ}23'02''E$ 399.93 feet; thence $S00^{\circ}36'58''W$ 1409.58 feet to the E-W 1/4 line of Section 17; thence $N89^{\circ}34'38''W$ 554.26 feet along said E-W 1/4 line; thence $N00^{\circ}19'49''W$ 156.00 feet; thence $N89^{\circ}34'38''W$ 770.00 feet to the West line of Section 17 (nominal C/L of Wixom Road); thence $N00^{\circ}19'49''W$ 2013.15 feet along said West line to the point of beginning.

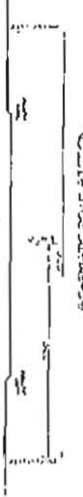


LAYOUT

RETAIL A	10,000	100	100	100	100
RETAIL B	10,000	100	100	100	100
ESTATE C	10,000	100	100	100	100
PERMANENT RESIDENTIAL AND STORM WATER DETENTION	10,000	100	100	100	100
OUTLOT 1	10,000	100	100	100	100
OUTLOT 2	10,000	100	100	100	100
OUTLOT 3	10,000	100	100	100	100

SCALE: 1" = 50'

PLANNING
THE LANDON COMPANIES
1995 W. 1st Avenue, Suite 110
Portland, OR 97201
Phone: 503.443.1100
Fax: 503.443.1101
WWW.LANDONCOMP.COM



RETAIL SITE PLAN

EXHIBIT C

CONSERVATION EASEMENT

NOVI EQUITIES LIMITED PARTNERSHIP, the "Owner", whose address is _____, hereby, reserves, conveys, excepts and grants the following Conservation Easement pursuant to and in accordance with MCL 324.2140, and consistent with the Article IV, Section 52 of the Michigan Constitution of 1963 and the Consent Judgment in Oakland County Circuit Court case no. 00-021096-CZ (the "Consent Judgment"). This Conservation Easement shall run with the land described on attached and incorporated Exhibit A (the "Land"); Owner represents that it is the current owner of the Land, and that this Conservation Easement shall be binding upon the Owner, and all successors, assigns and transferees of the Owner. The Conservation Easement is granted to, and shall be for the benefit of the City of Novi, Oakland County, Michigan ("City"), on behalf of the public.

This Conservation Easement shall require preservation, maintenance and protection, in perpetuity, of the Land in its undisturbed natural condition, unless caused by act of God or authorized by permit from the City, and, when appropriate, permit from the Michigan Department of Natural Resources or other governmental agency. This Conservation Easement further requires the following:

- a. Any construction, improvement, and/or alteration of the Land, directly or indirectly, shall be undertaken in a manner approved in advance, in writing, by the City, and, if required, by Michigan Department of Natural Resources, or other appropriate governmental agency.
- b. No building or structure, or extension of a building or structure shall be placed or constructed in or on the Land, except as expressly approved by or under the Consent Judgment.
- c. Except for the activities which have been expressly authorized by City permit, or by the Consent Judgment (which may require a permit) there shall be no disturbance of the Land, including depositing or permitting deposit of fill materials; dredging; removing or permitting the removal of soil or minerals; constructing, operating, or maintaining any use or development; and or cutting or removing any natural vegetation from the Land.

Conservation Easement

Page -2-

- d. Wooded open space areas shall be left in their natural, undeveloped state, unless otherwise approved by City permit or by the Consent Judgment (which may require a permit).

This Conservation Easement shall be subject to City enforcement. The Owner shall have the responsibility, at its expense, to preserve and maintain (which shall include restoration, where needed) the Land consistent with this Conservation Easement. The Owner shall establish a regular and systematic program to ensure maintenance and preservation of the Land, and the City shall have the right to enter upon the Land at reasonable times to monitor compliance with this Conservation Easement, provided, the general public is not granted any right under this Conservation Easement. In the event that the Owner shall at any time fail to carry out the responsibilities specified above, the City shall have the right to serve written notice upon the Owner, setting forth the deficiencies in maintenance and/or preservation. The notice may also set forth a demand that such deficiencies be cured within a stated reasonable period of time, and further state a date, time and place of hearing before the City Council or other board, body or official delegated by the City Council, for the purpose of allowing the Owner to be heard as to why the City should not proceed with the maintenance and/or preservation not undertaken. At the hearing, the City may take action to extend the time for curing the deficiencies, and the date of the hearing may itself be extended and/or continued to a date certain. If, following the hearing, the City shall determine that the maintenance, and/or preservation have not been completed within the time specified in the notice, as such time may have been extended by the City, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents and/or contractors to enter upon the Property, and perform such maintenance and/or preservation as found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of all notices and hearing, including reasonable attorneys' fees, plus a reasonable administrative fee, shall be paid by the Owner, and such amounts shall constitute a lien on all taxable portions of the Property. The Township may require the payment of such moneys prior to the commencement of any work. If such costs and expenses have not been paid within thirty (30) days of a billing to the Owner or successor owners, all unpaid amounts may be placed on the delinquent tax roll of the City as regards the taxable portions of the Property (allocated among any privately owned parcels based upon assessed value), and shall accrue interest and penalties, and shall be collected in the manner made and provided for the collection of delinquent real property taxes in the City. Any failure or delay by the City to enforce any provision of this Conservation Easement shall in no event be deemed or construed, or otherwise relied upon, as a waiver or estoppel of the right to eventually pursue and insist upon strict enforcement. In all instances in which the City is authorized to pursue maintenance and/or preservation, as provided above, the City, and its agents and contractors, shall be permitted, and are hereby granted authority, to enter upon all portions of the Property reasonably necessary or appropriate for the purpose of inspecting and/or completing the respective work.

The rights granted in this Conservation Easement shall be to the City, and shall not otherwise grant any rights to the general public.

Conservation Easement
Page -3-

The terms of this Conservation Easement may be amended, changed, or modified only by written consent and agreement of Owner and the City.

In presence of:

NOVI EQUITIES LIMITED
PARTNERSHIP

By: _____

Its

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

On this ___ day of _____ 2001, before me, a Notary public in and for said County, personally appeared _____, personally known, who being duly sworn, and representing that he/she had full authority to do so, did say that he/she is the _____ of the Novi Equities Limited Partnership, and that the said instrument represents the free act and deed of the said partnership.

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

Prepared By and After Recording Return To:

Gerald A. Fisher, Esquire
SECRET, WARDLE, LYNCH,
HAMPTON, TRUEX AND MORLEY
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
(248) 851-9500

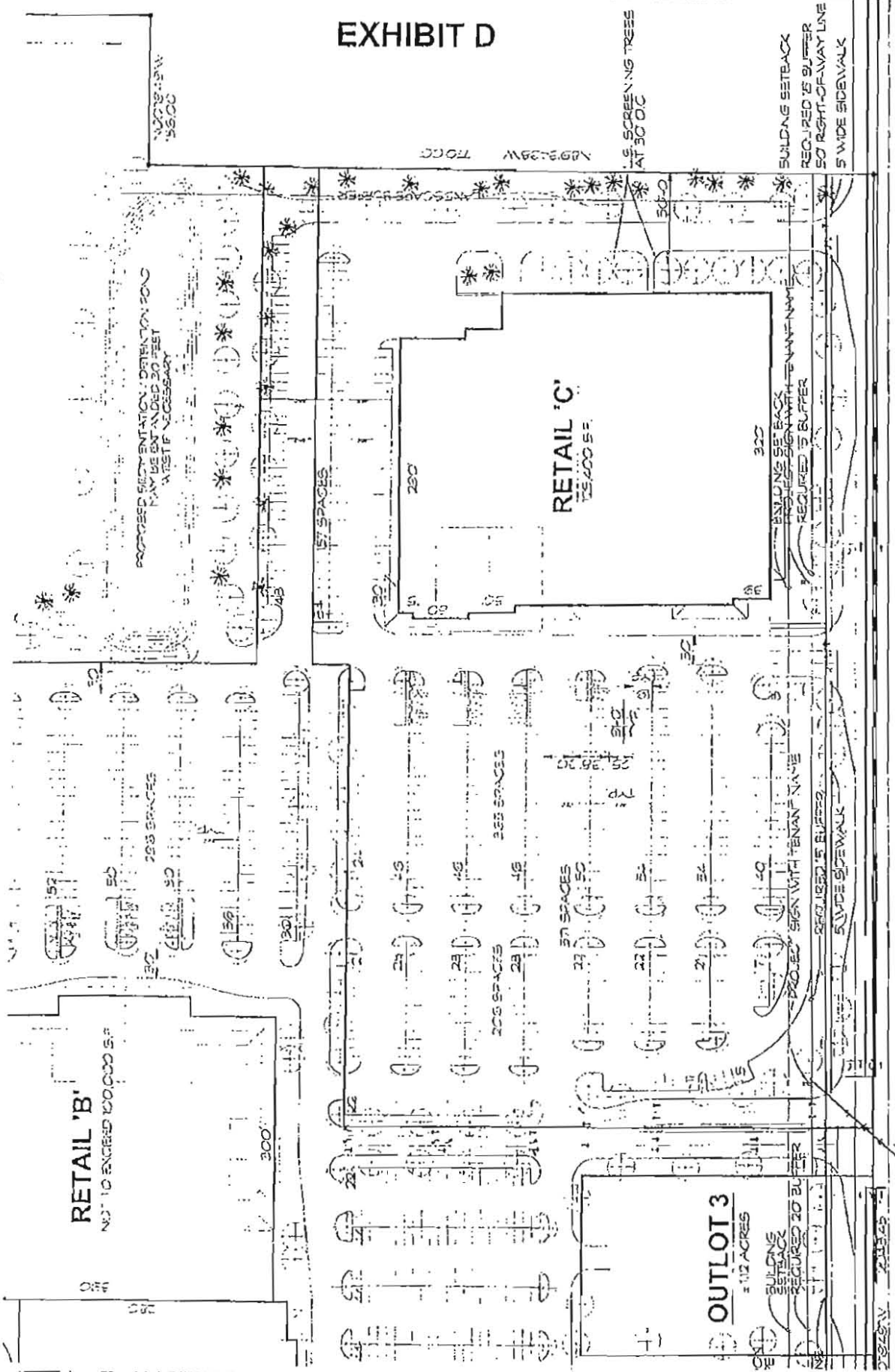


EXHIBIT D

NOTE:
 1. All water and sewer main and connections necessary for Phase 1 shall be part of Phase 1.
 2. Wixom Road improvements to be part of Phase 1.

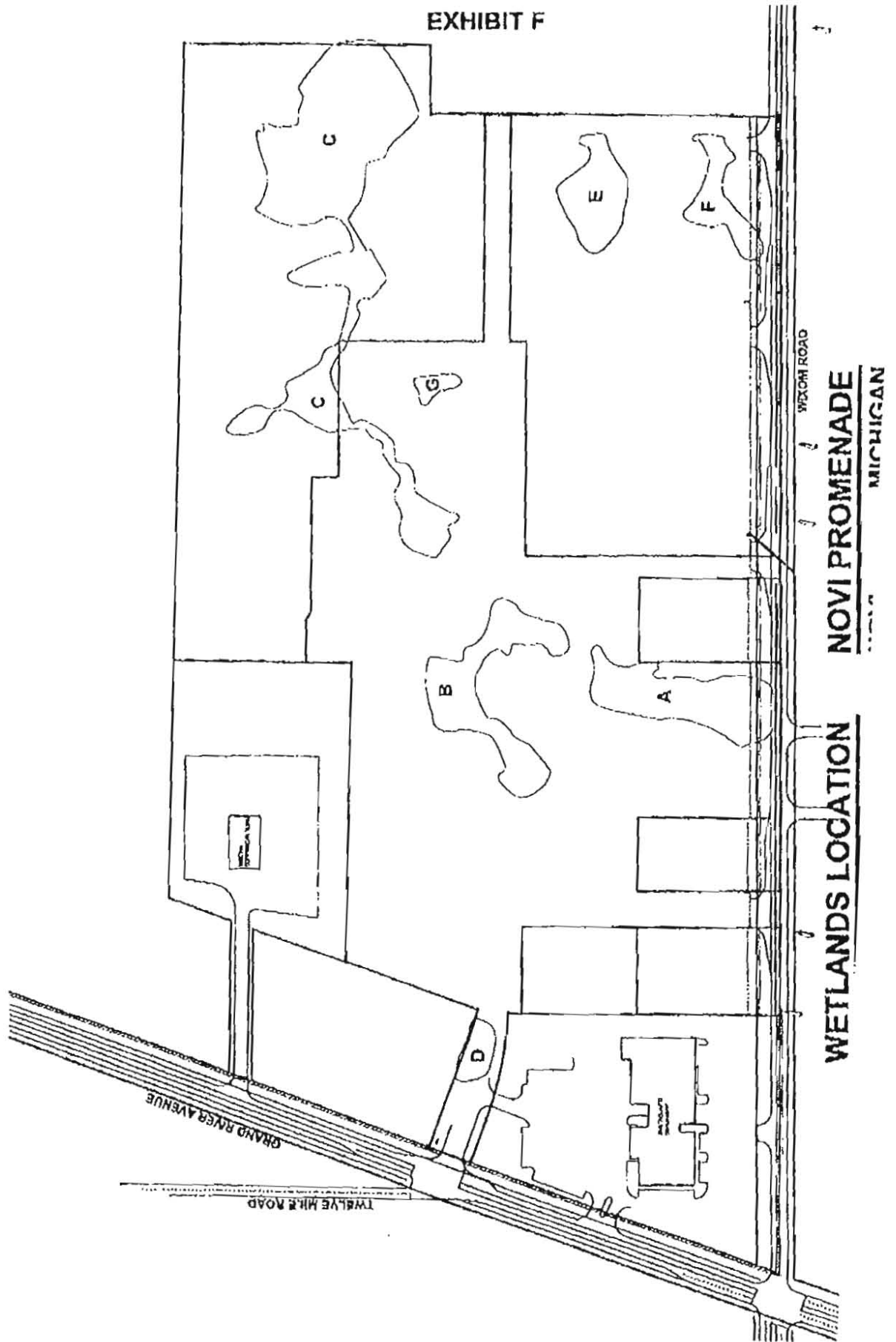
NOVI PROMENADE
NOVI, MICHIGAN

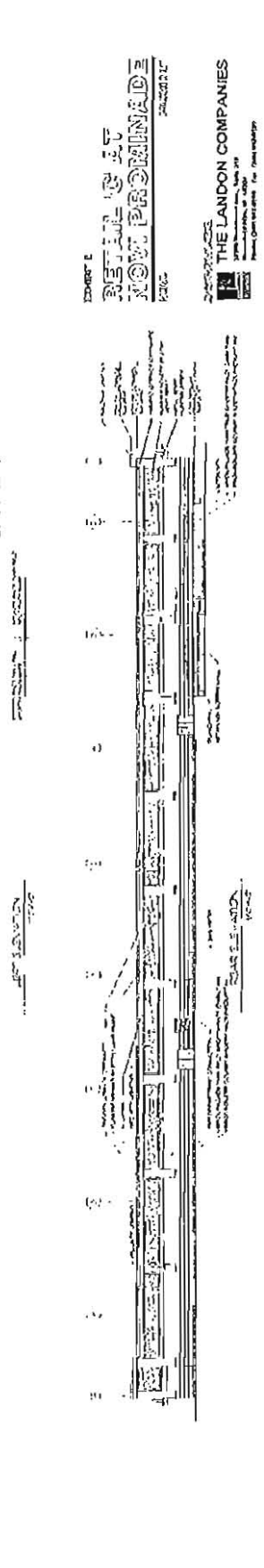
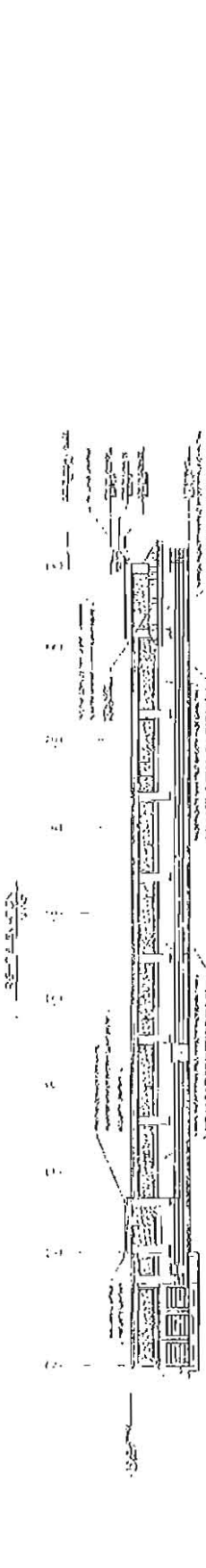
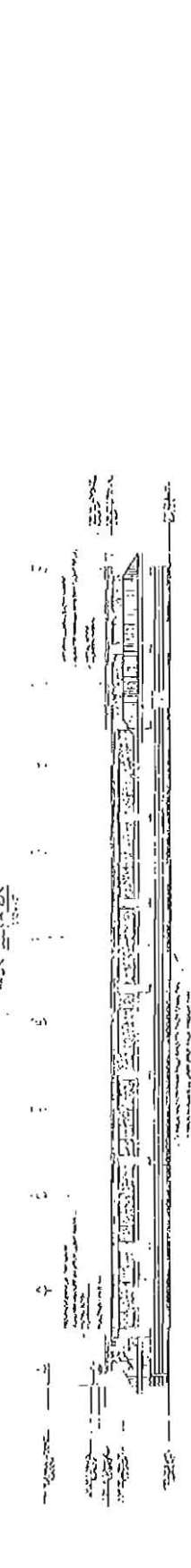
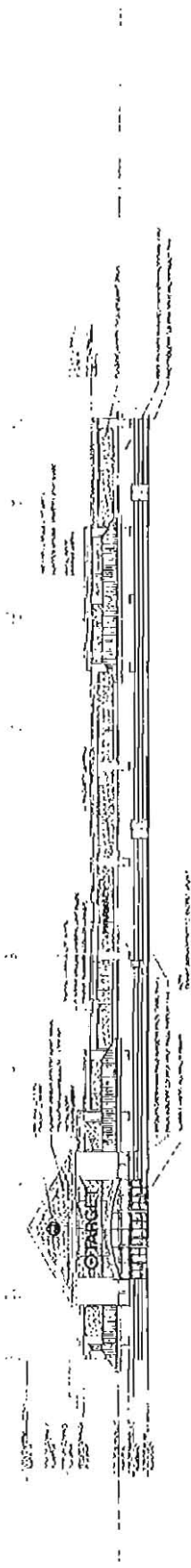
PHASE 1 SITE PLAN
NO SCALE

PROPOSED TRAFFIC SIGNAL

WIXOM ROAD

EXHIBIT F

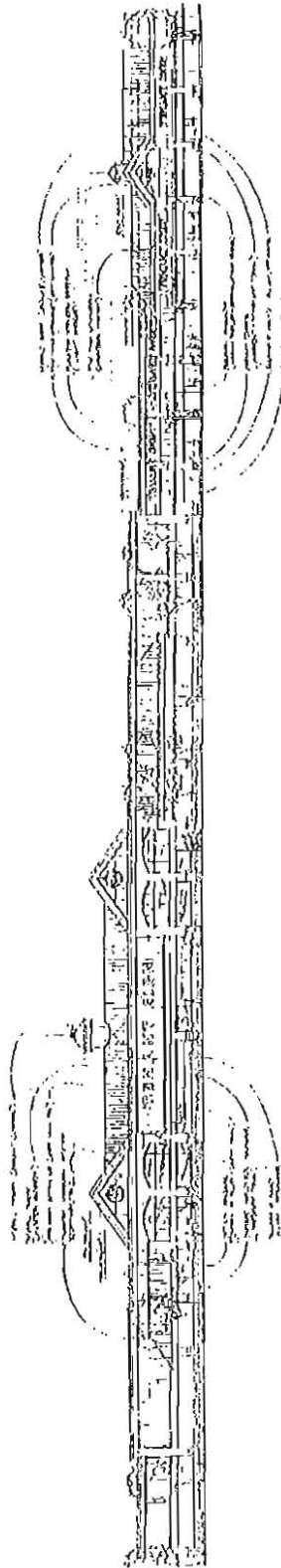
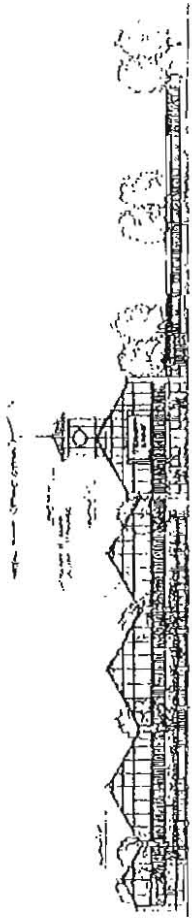




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Architectural drawing showing a long building facade with a central gabled section. The drawing includes a title block with the following text:

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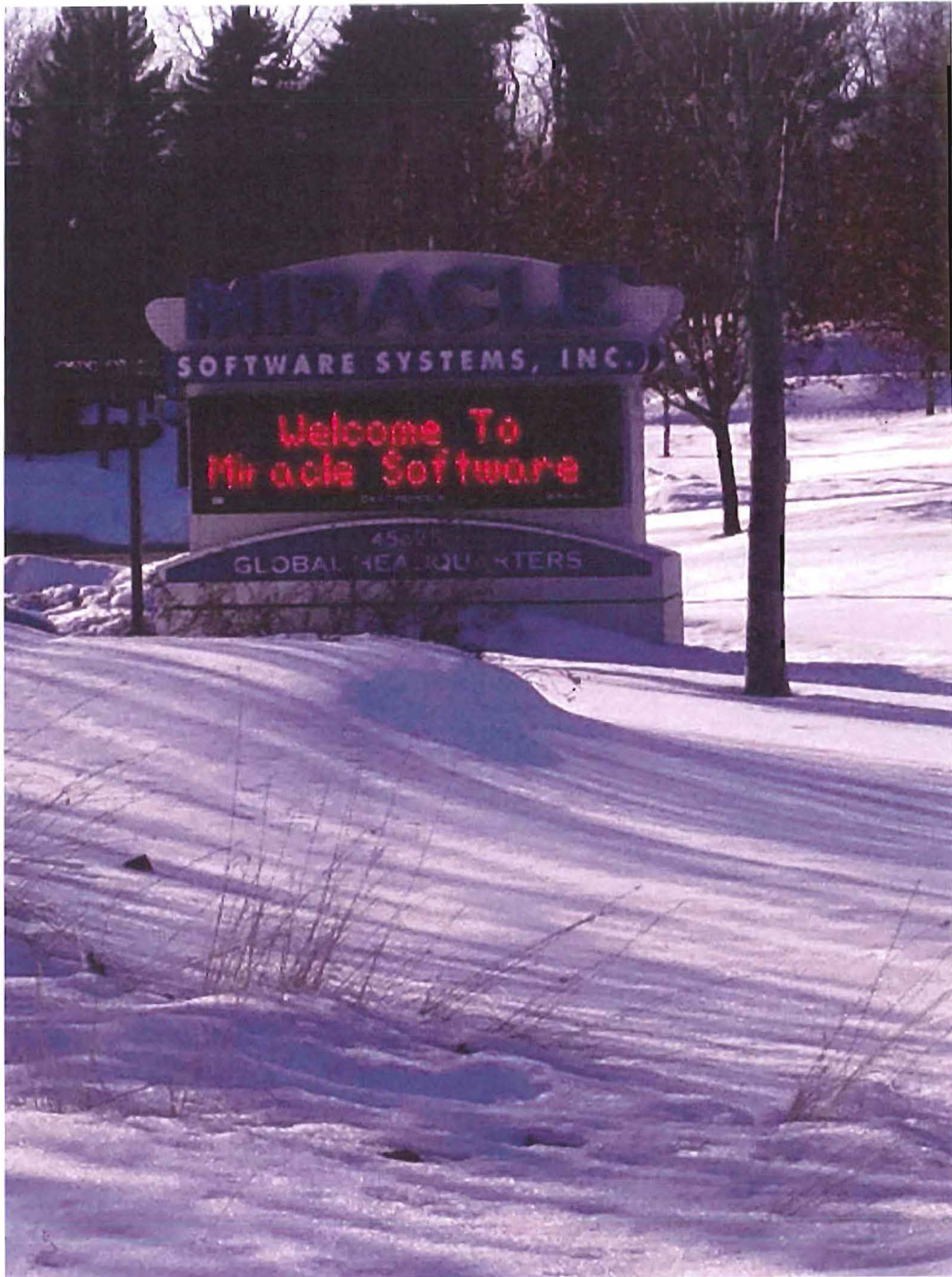
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