



SUBJECT: Consideration of *First Amendment to Agreement* for property located at 39581 Twelve Mile Road, in order to allow the site to be used as a veterinary clinic, veterinary hospital, and catering kitchen, instead of the current limitation as a sit-down restaurant/lounge.

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT, PLANNING

BACKGROUND INFORMATION:

The Community Development Department received a request to allow a change in use of the former Ruby Tuesday / Cooker's Bar and Grill located on the south side of Twelve Mile Road, west of Haggerty Road. The restaurant has been vacant for the last year or more, and a new owner would like to remodel and occupy a portion of the building for the Shelter Bay Animal Hospital. The owner also hopes to find a tenant to reuse the existing kitchen as a catering kitchen, using a separate building entrance. Minor changes are proposed to the approved site plan. Ruby Tuesday previously had an agreement with SMART to allow busses to stand in the parking lot while not in service, but the applicant provided a letter stating the applicant's intent is to terminate that agreement. The building is approximately 7300 square feet, and the parcel is 3.15 acres

During the course of the discussion with the new owner, Terrence McCarthy, a 1991 Agreement between the City and the property owners at that time was found that covers the restaurant property and the adjacent Amoco gas station (see attached). The Agreement indicates that the use of the restaurant parcel shall be limited to the operation of a sit-down restaurant/lounge and accessory uses customarily incidental to a restaurant/lounge, but not including the operation of a drive-through window. Sometime after 2005, Cooker's restaurant was changed to Ruby Tuesday. Mr. McCarthy purchased the property in 2021.

In order for the applicant to change the use from a restaurant to a veterinary clinic/animal hospital and catering kitchen, an amendment to the use Agreement will need to be considered by the City Council. The property is currently zoned B-3, General Business, and is reflected on the master plan for those uses, as well. If the City Council decides to approve the attached First Amendment to the Agreement, the changes to the use and site will go before the Planning Commission for Special Land Use and Preliminary Site Plan consideration, as those uses would be normally be permitted in the B-3 District, either as a Special Land Use (Veterinary Clinic), or another use similar to those permitted in the B-3 District (Catering Kitchen).

The applicant is in the process of finalizing the site plan, which is attached, along with the First Amendment to the Agreement as drafted by the City Attorney, and the original Agreement.

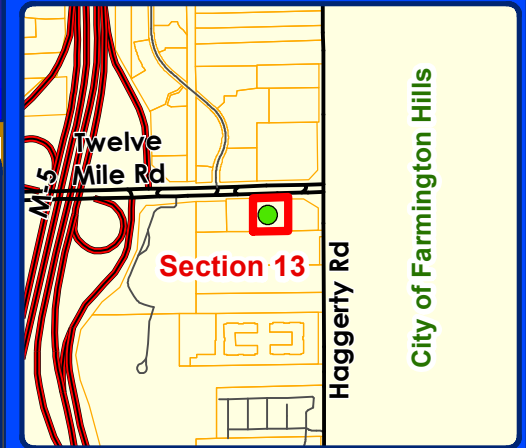
RECOMMENDED ACTION: Approval of *First Amendment to Agreement* for property located at 39581 Twelve Mile Road, in order to allow the site to be used as a veterinary clinic, veterinary hospital, and catering kitchen, instead of the current limitation as a sit-down restaurant/lounge, subject to and conditioned upon Planning Commission approval of a Special Land Use Permit and revised

Preliminary Site Plan. In the event the Planning Commission does not grant both approvals, the agreement will be null and void and of no effect.


MAPS
Location
Zoning
Future Land Use
Natural Features

JSP21-27 SHELTER BAY ANIMAL HOSPITAL

LOCATION



LEGEND

 Subject Property



City of Novi

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

Map Author: Christian Carroll
Date: 5/6/22
Project: JSP21-27 SHELTER BAY ANIMAL HOSPITAL
Version #: 1



1 inch = 121 feet

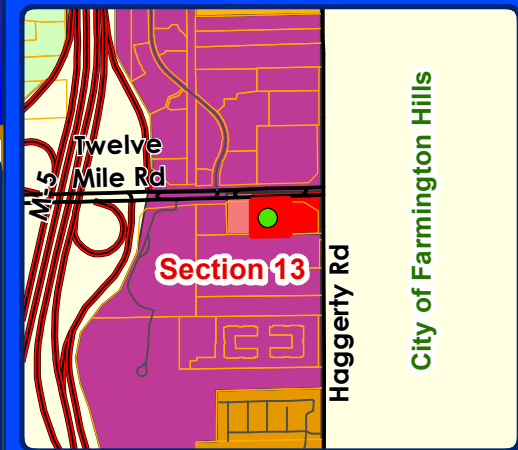
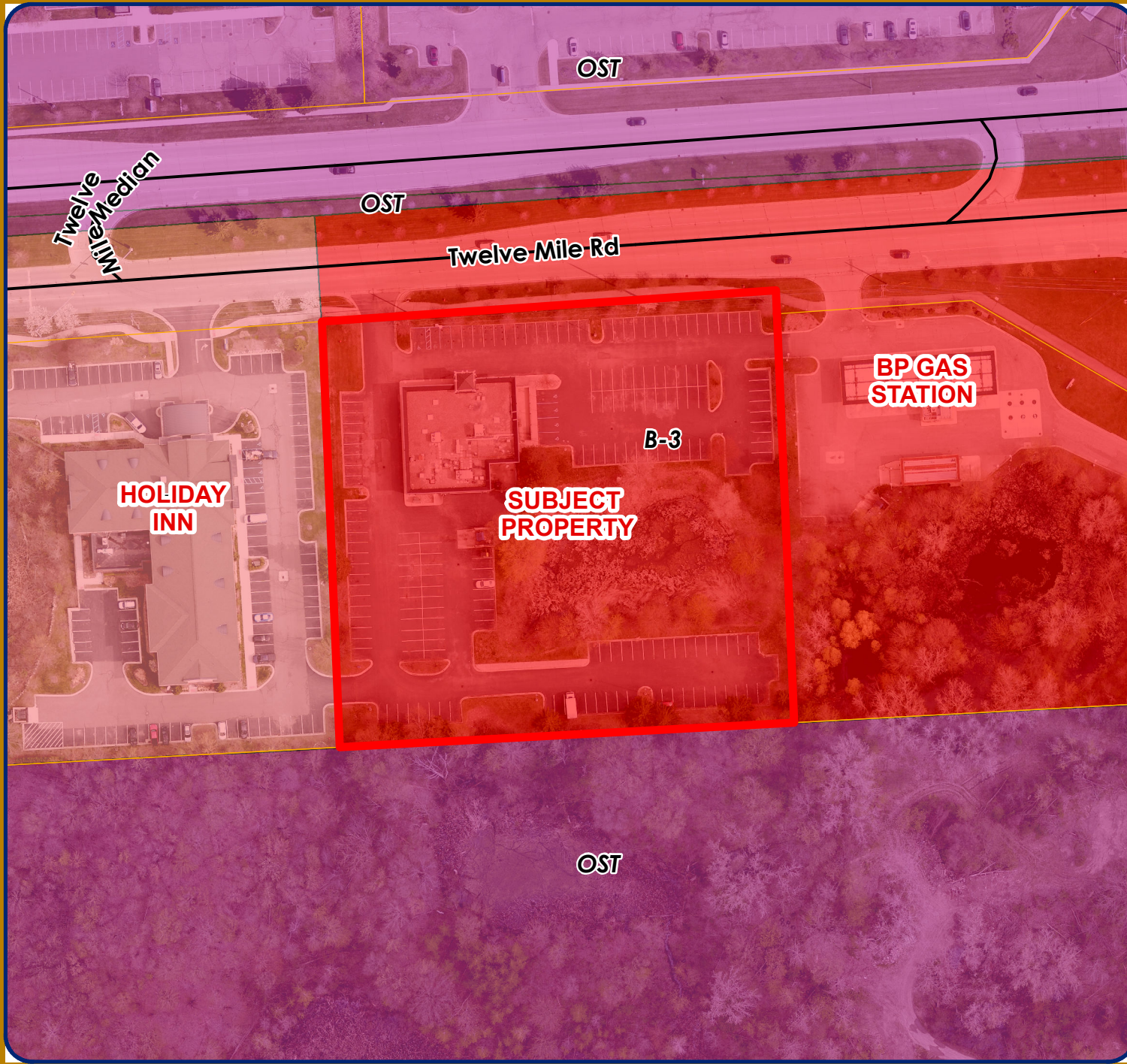


MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

JSP21-27 SHELTER BAY ANIMAL HOSPITAL

ZONING



LEGEND

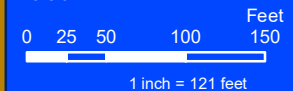
- R-A: Residential Acreage
- RM-2: High-Density Multiple Family
- MH: Mobile Home District
- B-2: Community Business District
- B-3: General Business District
- OST: Office Service Technology
- Subject Property



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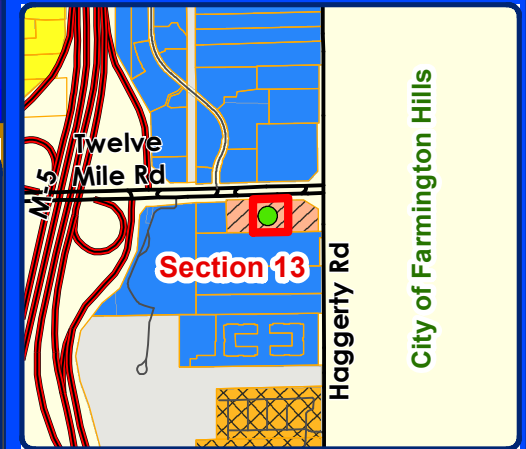
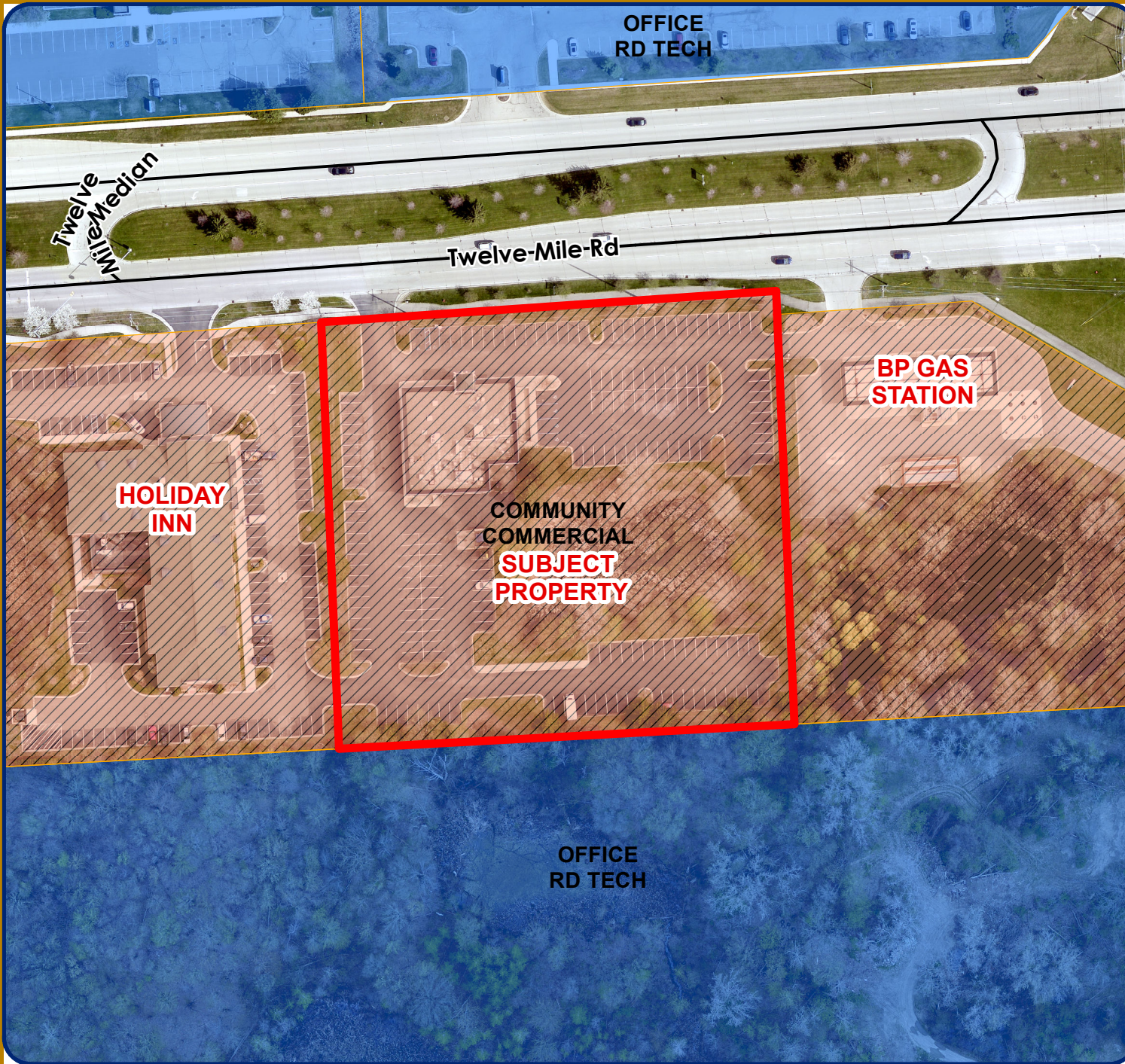


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JSP21-27 SHELTER BAY ANIMAL HOSPITAL

FUTURE LAND USE



LEGEND

- Single Family
- Mobile Home Park
- Office Research Development Technology
- Community Commercial
- Utility
- Subject Property



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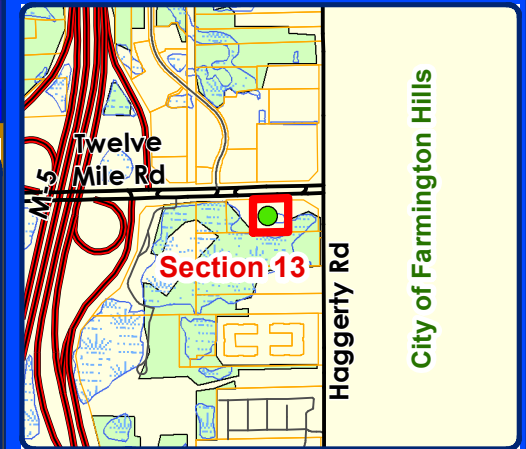


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JSP21-27 SHELTER BAY ANIMAL HOSPITAL

NATURAL FEATURES



LEGEND

- WETLANDS
- WOODLANDS
- Subject Property



City of Novi

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**FIRST AMENDMENT
TO AGREEMENT**

FIRST AMENDMENT TO
AGREEMENT

AGREEMENT, made this 13th day of May, 2022 by and between 39581
12 Mile Rd, LLC, a Michigan limited liability company, whose address is
3130 Wellington Ct, W. Bloomfield MI 48324 (referred to as “Developer”) and the City of
Novi, 45175 Ten Mile Road, Novi, MI 48375-3024 (“City”).

RECITATIONS:

- I. Developer’s predecessor in interest and City entered into an Agreement (the “Agreement”) governing the development of property located on the southwest corner of Twelve Mile and Haggerty Roads, herein known as the “Land” or the “Development” described on **Exhibit A**, attached and incorporated herein.

- II. The Agreement, in addition to providing for the City to purchase public right-of-way in exchange for the preparation of development plans, which has been completed, restricts the use of the property as follows:

The use of the Parcel #1 shall be limited to the sale of gasoline, the sale of food and related sundry items, and the operation of an auto wash and accessory uses customarily incidental to the sale of gasoline and the operation of an auto wash, but not including servicing and repair of automobiles. The use of Parcel #2 shall be limited to the operation of a sit down restaurant/lounge and accessory uses customarily incidental to a restaurant/lounge, but not including the operation of a drive-through window.

- III. Developer’s predecessor in interest completed development of the Parcels subject to the restrictions set forth above, but Developer now seeks to redevelop Parcel #2 of the site for use as a veterinary clinic, veterinary hospital, and catering kitchen, which proposal is consistent with the City’s Master Plan Use for the Development.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. With respect to the redevelopment of Parcel #2, the construction and use of a veterinary clinic and hospital shall be permitted, subject to compliance with all applicable laws and ordinances, as well as an approved final site plan.
2. Except as expressly modified by this Amendment, the Agreement remains in full force and effect.
3. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. The rights and obligations contained in this Amendment shall run with the property.
4. This Amendment has been duly authorized by all necessary action of Developer and City.
5. This Amendment may be executed by the parties in counterparts.

IN WITNESS WHEREOF the undersigned have executed this amendment effective as of the day and year set forth above.

{Signatures begin on following page}

CITY OF NOVI

By: _____
Robert J. Gatt, Mayor

By: _____
Cortney Hanson, Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this _____ day of _____, 2022, before me appeared Robert J. Gatt and
Cortney Hanson, who stated that they had signed this document of their own free will on behalf of
the City of Novi in their respective official capacities, as stated above.

, Notary Public
County
Acting in County
My commission expires:

Drafted by:

Elizabeth Kudla Saarela
Rosati, Schultz, Joppich & Amtsbeuchler, PC
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

DEVELOPER

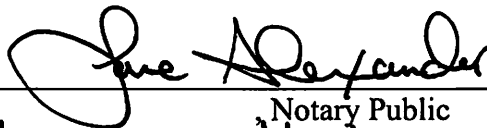
39581 12 MILE RD, LLC

By: 

Its: Member

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 13th day of May, 2022, before me appeared
who states that he has signed this document of his own free will duly authorized on behalf of the
Developer.


Notary Public
Monroe County Michigan
Acting in Washtenaw County Michigan
My commission expires: 3-19-27

JANE ALEXANDER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MONROE
My Commission Expires March 19, 2027
Acting in the County of Washtenaw

EXHIBIT A

LAND

PROPERTY DESCRIPTION

A PART OF THE NORTHEAST 1/4 OF SECTION 13, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 86 DEGREES 56' 35" WEST 379.12 FEET FROM THE NORTHEAST SECTION CORNER, THENCE SOUTH 02 DEGREES 24' 06" EAST 458.35 FEET, THENCE SOUTH 86 DEGREES 56' 35" WEST 381.18 FEET, THENCE NORTH 02 DEGREES 24' 06" WEST 458.35 FEET, THENCE NORTH 86 DEGREES 56' 35" EAST 381.18 FEET TO THE POINT OF BEGINNING EXCEPT THAT PART TAKEN FOR TWELVE MILE ROAD DESCRIBED AS BEGINNING AT A POINT DISTANT SOUTH 86 DEGREES 56' 35" WEST 379.12 FEET FROM THE NORTHEAST SECTION CORNER, THENCE SOUTH 02 DEGREES 24' 06" EAST 95.69 FEET, THENCE SOUTH 86 DEGREES 05' 17" WEST 381.28 FEET, THENCE NORTH 02 DEGREES 24' 06" WEST 101.38 FEET, THENCE NORTH 86 DEGREES 56' 35" EAST 381.18 FEET TO THE POINT OF BEGINNING. CONTAINING 3.15 ACRES OF LAND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

EXHIBIT B
CONCEPT PLAN

SHELTER BAY ANIMAL HOSPITAL

VOLUME 1 OF 1

39581 W 12 MILE RD
NOVI, MI 48377

ISSUED FOR: SITE PLAN APPROVAL

ISSUE DATE: 12/14/2021

2102

GENERAL NOTES

1. NOTIFY THE CITY OF NOVI CONSULTING ENGINEERS, MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
2. CALL "MISS DIG" (800-482-7171) A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
3. ALL EXCAVATION UNDER OR WITHIN 3 FEET OF PAVEMENT, EXISTING OR PROPOSED, OR WHERE SAND BACKFILL IS CALLED FOR ON THE PLAN, SHALL BE BACKFILLED AND COMPACTED WITH GRANULAR MATERIAL, SAND MEET CLASS I TO 95 PERCENT MAXIMUM UNIT DENSITY.
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES AND FACILITIES. ANY CONFLICTS WITH UTILITIES SHALL BE IMMEDIATELY REPORTED TO THE PROJECT ENGINEER.
5. DUST CONTROL SHALL BE MAINTAINED AT ALL TIMES.
6. ANY MUD TRACKED ONTO ROADS SHALL BE REMOVED DAILY.

PROPERTY DESCRIPTION

A PART OF THE NE 1/4 OF THE SECTION 13, T. 1N., R. 9E., OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT DISTANT S 89° 56' 30" E 370.13 FEET ALONG THE NORTH LINE OF SECTION 13 AND S 02° 24' 00" E 96.63 FEET FROM THE NE CORNER OF SAID SECTION 13, THENCE CONTINUING S 02° 24' 00" E 302.60 FEET; THENCE S 89° 56' 30" W 351.18 FEET; THENCE N 02° 24' 00" W 96.63 FEET; THENCE N 89° 09' 17" E 381.28 FEET TO THE POINT OF BEGINNING.
CONTAINING 3.15 ACRES OF LAND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.
CONTAINING PART OF SEWELL MAP NO. 22-13-200-015 & 016.

SHEET INDEX

- 00.0 PROJECT COVER SHEET
- 1.0.0 SITE DEMOLITION PLAN
- 1.2.0.0 SITE LAYOUT AND MATERIALS PLAN
- 1.3.0.0 SITE LANDSCAPE PLAN
- 1.3.1.0 LANDSCAPE AND SITE DETAILS
- 1.4.0.0 SITE GRADING PLAN
- A1.1.1 ARCHITECTURAL SITE PLAN
- A2.1.1 GROUND LEVEL FLOOR PLAN
- A4.1.1 EXTERIOR ELEVATIONS

**Other
Work**

architecture advocacy art
1515 Morell St
Detroit, Michigan 48209
248.991.1457
laura@other-work.com

**J I M A
STUDIO**

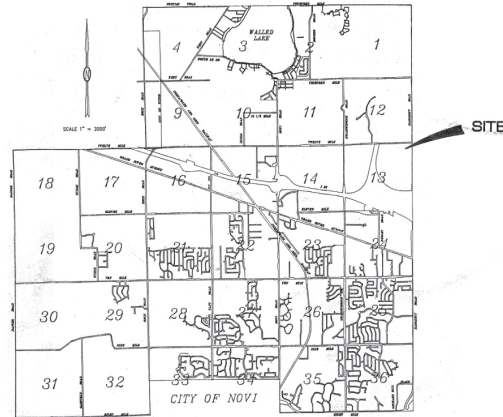
8151 LASALLE BOULEVARD
Detroit, Michigan 48206
646.217.8766
A HOME-BASED DETROIT BUSINESS

NOISE IMPACT STATEMENT

NOISE IMPACT STATEMENT
THE COMPLETED STRUCTURE AND ALL ACTIVITIES ASSOCIATED WITH THE STRUCTURE AND LAND USE WILL COMPLY WITH THE STANDARDS SET FORTH IN THE CITY OF NOVI ZONING ORDINANCE TABLE 1.14.12.A.3.A.17 AT ALL TIMES. THE PROPOSED USE IS A SMALL ANIMAL CLINIC AND CATERING KITCHEN. THE ANIMALS AT THE FACILITY WILL BE KEPT INDOORS, EXCEPT TO BE LET OUT IN THE DESIGNATED AREA FOR OUTDOOR BREAKS.
THE LOCATION FOR CATERING TRUCK LOADING OCCURS BEHIND THE BUILDING AND WILL NOT GENERATE NOISE POLLUTION. HOURS OF OPERATION ARE DURING NORMAL BUSINESS HOURS.

WRITTEN STATEMENT OF PROPOSED USE

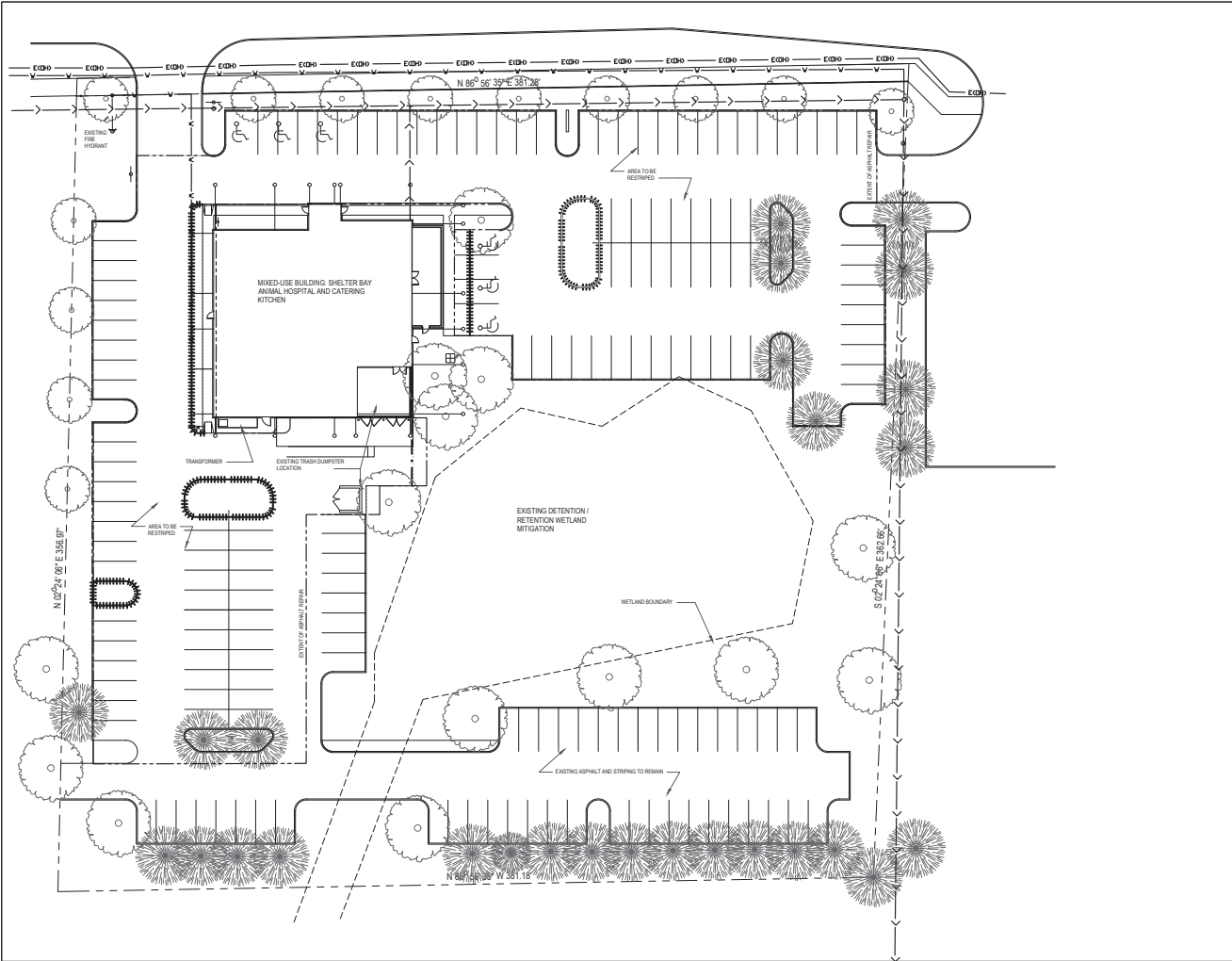
THE PROPOSED USE IS MIXED-USE, WITH AN ANIMAL HOSPITAL IN THE FRONT HALF OF THE BUILDING, AND A CATERING KITCHEN IN THE BACK, WHERE THE FORMER RUBY TUESDAY'S KITCHEN WAS LOCATED. NO ANIMALS WILL BE LOADED IN THE FACILITY. LONG TERM FOOD PREPARED BY THE CATERING KITCHEN WILL BE DELIVERED USING CARS AND BOX TRUCKS, AND WILL NOT BE SERVED ON-SITE.



UTILITY WARNING
UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNERS AND WERE NOT FIELD LOCATED.
A MINIMUM OF 72 HOURS PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY "MISS DIG" AND HAVE ALL UNDERGROUND UTILITIES STAKED BEFORE ANY WORK MAY BEGIN.
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

72 HOURS
(3 WORKING DAYS)
**BEFORE YOU DIG
CALL MISS DIG**
800-482-7171
(TOLL FREE)





GENERAL SHEET NOTES

- PRIOR TO THE COMMENCEMENT OF WORK, VERIFY LOCATIONS AND DEPTHS OF ALL UNDERGROUND UTILITIES THAT MAY BE AFFECTED BY CONSTRUCTION AND TAKE RESPONSIBILITY FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF CONSTRUCTION. TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE PUBLIC AND ADJACENT PROPERTIES FROM DAMAGE THROUGHOUT CONSTRUCTION, INCLUDING DAMAGES TO UTILITIES, WALKS, WALLS, DRIVES, CURBS, ETC. CALL MISS DIG (800) 462-7171 A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
- ALL SURFACE FEATURES WITHIN LIMITS OF REMOVAL SHALL BE REMOVED UNLESS OTHERWISE INDICATED TO REMAIN
- EXISTING UTILITIES NOT INDICATED TO BE REMOVED SHALL BE PROTECTED
- CONTRACTOR SHALL SHUT OFF ALL EXISTING IRRIGATION. WITHIN LIMIT OF WORK, CONTRACTOR SHALL RELOCATE ANY EXISTING IRRIGATION LINES AND SPRINKLERS OUTSIDE OF NEW WORK AREA
- COORDINATE SITE REMOVALS WITH ARCHITECTURAL REMOVAL. REFER TO APPROPRIATE SHEETS.
- WITHIN THE PROPOSED LIMIT OF WORK, STRIPE AND STOCKPILE TOPSOIL IF ADEQUATE SPACE IS AVAILABLE ON SITE.
- CONTRACTOR TO PROVIDE BARRIERS TO LIMIT PEDESTRIAN ACCESS WITHIN LIMITS OF WORK DURING CONSTRUCTION.
- MINIMIZE INTERFERENCE WITH ADJACING ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES DURING SITE CLEARING OPERATIONS.
- DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM OWNER AND AUTHORITIES HAVING JURISDICTION. COORDINATE WITH LOCAL BUS SERVICE TO LIMIT CONSTRUCTION INTERFERENCE WITHIN LIMITS OF WORK.
- RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO OWNER
- PROVIDE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES TO PREVENT SOIL EROSION AND DISCHARGE OF SOIL BEARING WATER RUN OFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS, ACCORDING TO LOCAL CITY ORDINANCE AND EROSION CONTROL REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION. ANY PERMITS REQUIRES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- INSPECT, MAINTAIN AND REPAIR EROSION CONSTRUCTION UNTIL CONSTRUCTION IS COMPLETE. REMOVE EROSION AND SEDIMENT CONTROLS, AND RESTORE AND STABILIZED AREAS DISTURBED DURING REMOVAL AT THE END OF CONSTRUCTION.
- LOCATE, IDENTIFY, DISCONNECT AND SEAL OR CAP UTILITIES INDICATED TO BE REMOVED.
- REMOVE OBSTRUCTIONS, TREES, SHRUBS AND OTHER VEGETATION TO PERMIT INSTALLATION OF NEW CONSTRUCTION. REMOVE EXISTING SOIL, GRASS AND WEEDS BEFORE STRIPPING TOPSOIL.
- REMOVE EXISTING ABOVE AND BELOW GRADE IMPROVEMENTS AS INDICATED AND NECESSARY TO FACILITATE NEW CONSTRUCTION.
- REMOVE SLABS, PAVING, CURBS, GUTTERS AND AGGREGATE BASED AS INDICATED.
- SAW CUT OF ASPHALT SHALL MAINTAIN FIRST COURSE DEPTH (D) OR THE REQUIRED DEPTH FOR THE AUTHORIZING JURISDICTION).
- REMOVE SURPLUS SOIL MATERIALS, UNSUITABLE TOPSOIL, OBSTRUCTIONS, DEMOLISHED MATERIALS AND WASTE MATERIALS INCLUDING TRASH AND DEBRIS, AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.

Other Work
 architecture advocacy art
 1515 Morell Street
 Detroit, Michigan 48209
 248.991.1457
 laura@other-work.com

LANDSCAPE ARCHITECT:
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 STUDIO
 8151 LADALLE BOULEVARD
 DETROIT, MICHIGAN 48202
 LAJAJ@JIMMASTUDIO.COM
 313.487.1418
 A HOME-BASED DETROIT BUSINESS

ISSUED FOR	REV	DATE
PRE-APPLICATION SUBMITTAL	1	12/14/2021

SEAL & SIGNATURE

LEGEND

- LIMIT OF CONSTRUCTION / EXTENT OF ASPHALT REPAIR
- EXISTING TREES
- SAWCUT LINE
- EXISTING OVERHEAD UTILITY
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN LINE

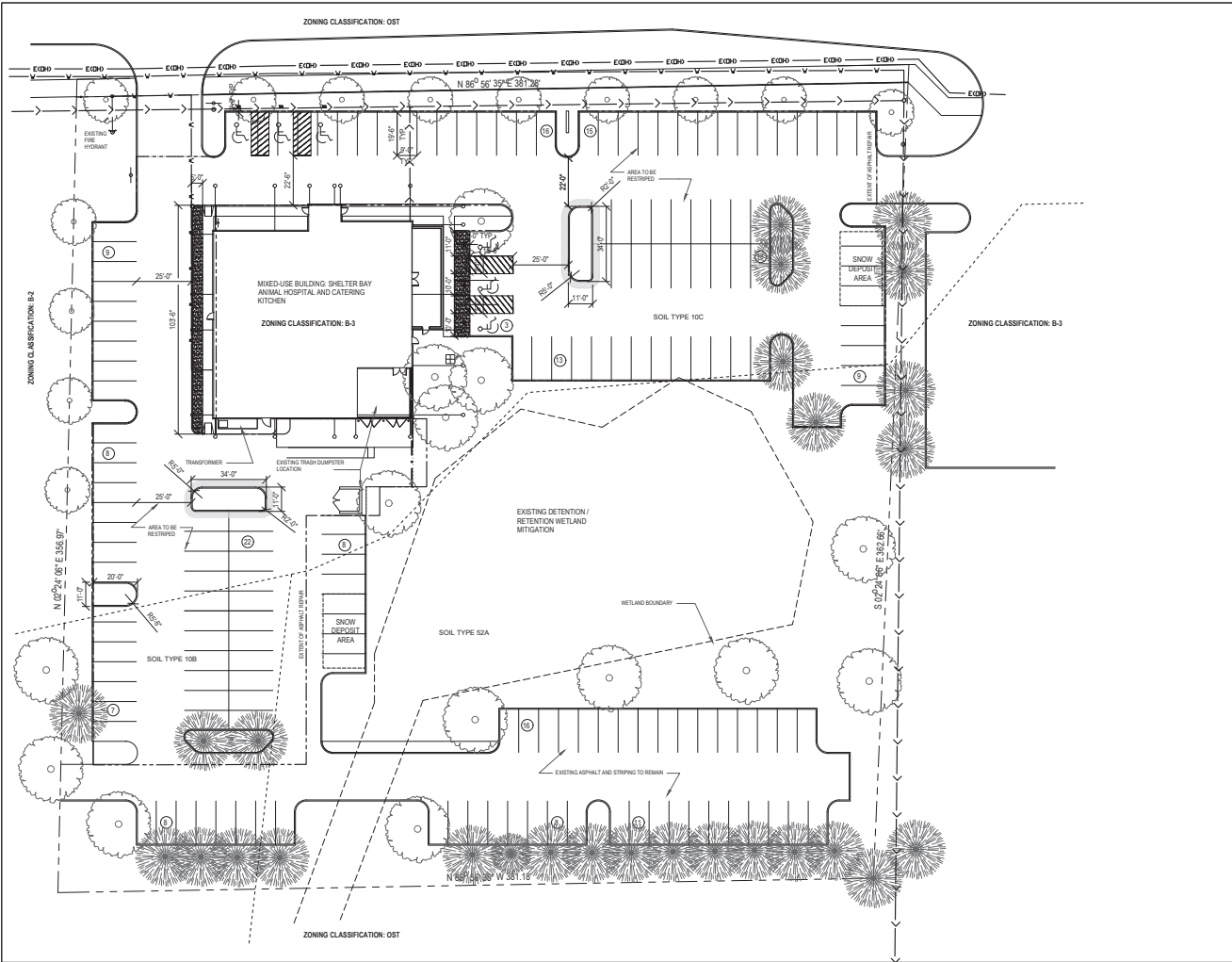


PROJECT SHELTER BAY ANIMAL HOSPITAL
 39581 W 12 MILE RD
 NOVLI, MI 48377

SITE DEMOLITION PLAN

PROJECT NORTH PROJECT No: 2102
 DWG No:

L1.0.0



GENERAL SHEET NOTES

1. PRIOR TO THE COMMENCEMENT OF WORK, VERIFY LOCATIONS AND DEPTHS OF ALL UNDERGROUND UTILITIES THAT MAY BE AFFECTED BY CONSTRUCTION AND TAKE RESPONSIBILITY FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF CONSTRUCTION. TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE PUBLIC AND ADJACENT PROPERTIES FROM DAMAGE THROUGHOUT CONSTRUCTION, INCLUDING DAMAGES TO UTILITIES, WALLS, WALLS, DRIVES, CURBS, ETC. CALL MISS DIGG (800) 482-7171 A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
2. SEE LANDSCAPE PLAN FOR PLANT BEDS.
3. DIMENSIONS ARE FRONT CENTERLINE, BACK OR CURB, CENTER OF POST, OR EDGE OR PAVEMENT, UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS MUST BE FIELD VERIFIED AND ANY DISCREPANCIES REPORTED TO THE LANDSCAPE ARCHITECT OWNER IMMEDIATELY.
5. LANDSCAPE ARCHITECT WILL PROVIDE TO THE CONTRACTOR AUTOCAD 2018 DWG FILES FOR LAYOUT USE. IF THERE ARE DISCREPANCIES BETWEEN THIS SET OF PLANS AND THE ELECTRONIC FILES, THE PLAN DRAWINGS SHALL CONTROL. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES.
6. EXPANSION JOINTS TO BE INSTALLED IN ALL AREAS WHERE NEW CONCRETE PAVEMENT MEETS EXISTING CONCRETE PAVEMENT.
7. TWO SNOW DEPOSIT LOCATIONS (IDENTIFIED) ON SITE WITHIN PARKING AREA TO AVOID DAMAGE TO EXISTING AND PROPOSED LANDSCAPE AREAS. SNOW DEPOSIT LOCATIONS DO NOT INTERFERE WITH REQUIRED PARKING LOCATIONS PER THE CITY OF NOVI ZONING ORDINANCE.
8. BARRIER FREE ACCESSIBLE PARKING SIGNS TO BE INSTALLED 2'-0" FROM CURB EDGE ON CENTER OF FINAL PARKING SPACE DIMENSION.

GENERAL SITE NOTES

1. GENERAL SITE ZONING CLASSIFICATIONS
 SITE: B-3
 EAST: B-3
 NORTH / SOUTH: OST
 WEST: B-2
2. SOIL CHARACTERISTICS FOR THE SITE WERE DETERMINED FROM THE SOIL SURVEY OF OAKLAND COUNTY
 10 B: MARLETTE SANDY LOAM, 1-8" SLOPES
 10 C: MARLETTE SANDY LOAM, 6-12" SLOPES
 S2 A: SELFRIDGE LOAMY SAND, 0-3% SLOPES

LEGEND

- EXTENT OF ASPHALT REPAIR
- EXISTING TREES
- ◐ CONCRETE PAVEMENT
- ◑ DROP CURB WITH DETECTABLE WARNING
- ◒ CONCRETE CURB / PARKING AISLE BUFFER
- ◓ ASPHALT REPAIR
- ◔ BARRIER FREE ACCESSIBLE PARKING SIGN
- EXISTING OVERHEAD UTILITY
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN LINE
- SOIL TYPE BOUNDARY

Other Work
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LANDSCAPE ARCHITECT:
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ISSUED FOR	REV	DATE
PRE-APPLICATION SUBMITTAL	1	12/14/2021

SEAL & SIGNATURE

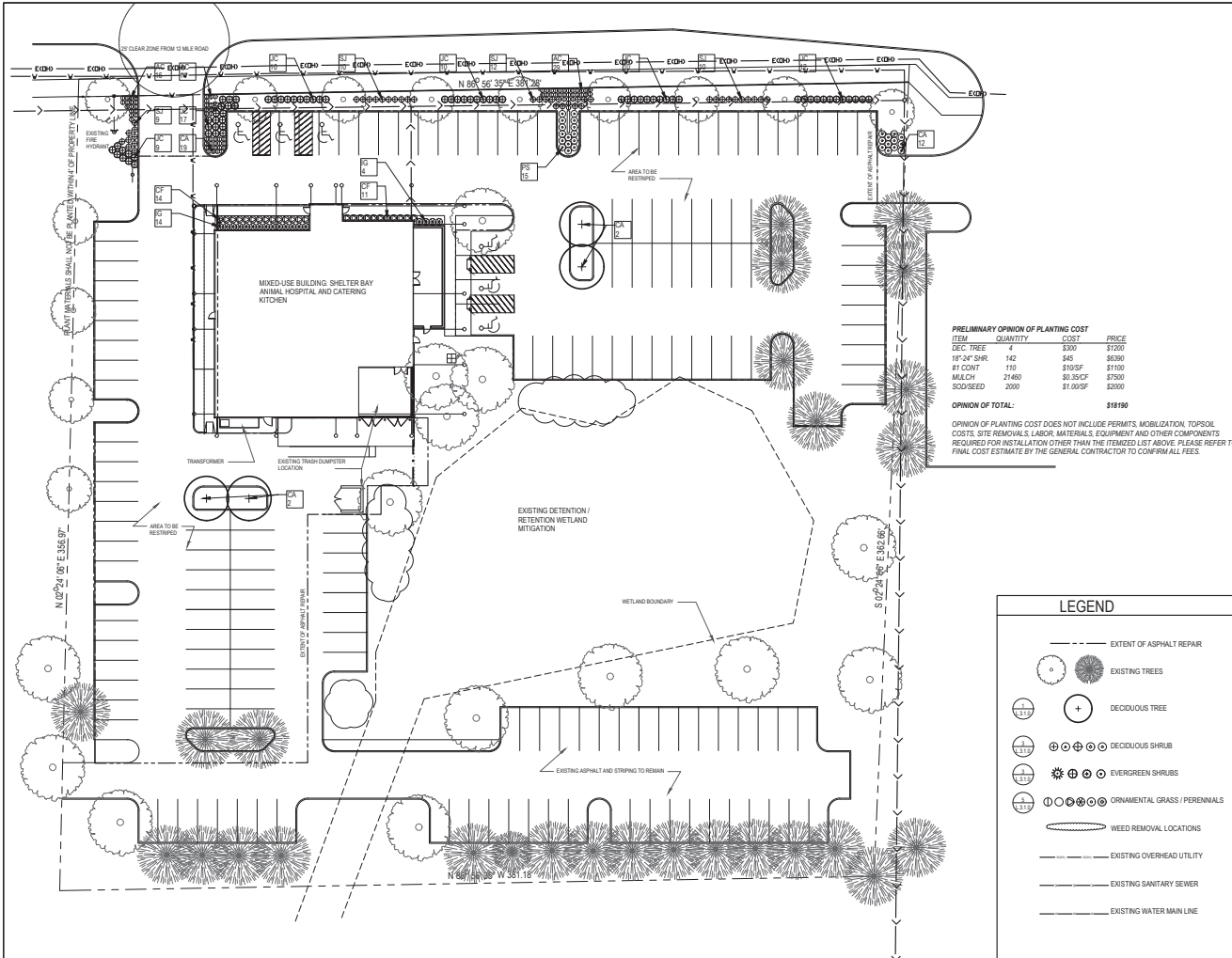
PROJECT: SHELTER BAY ANIMAL HOSPITAL
 39581 W 12 MILE RD
 NOVI, MI 48377

SITE LAYOUT AND MATERIALS PLAN

PROJECT NORTH PROJECT No: 2102
 DWG No:



L2.0.0

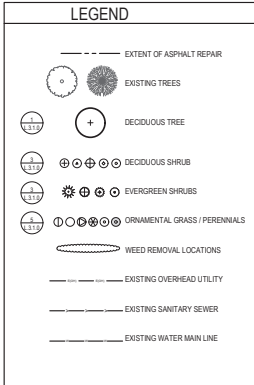


PRELIMINARY OPINION OF PLANTING COST

ITEM	QUANTITY	COST	PRICE
DEC. TREE	4	\$300	\$7500
18"-24" SHR.	142	\$45	\$6390
#1 CONT.	150	\$100SF	\$15000
MULCH	21460	\$0.35CF	\$7500
SOD/SEED	2000	\$1.00SF	\$2000

OPINION OF TOTAL: \$18190

OPINION OF PLANTING COST DOES NOT INCLUDE PERMITS, MOBILIZATION, TOPSOIL COSTS, SITE REMOVALS, LABOR, MATERIALS, EQUIPMENT AND OTHER COMPONENTS REQUIRED FOR INSTALLATION OTHER THAN THE ITEMIZED LIST ABOVE. PLEASE REFER TO FINAL COST ESTIMATE BY THE GENERAL CONTRACTOR TO CONFIRM ALL FEES.



PLANTING LIST	QTY	CODE	BOTANIC NAME	COMMON NAME	SIZE	ROOT	SPACING	REMARKS
DECIDUOUS TREES	4	CA	CORNUS ALTERNIFOLIA	PAGODA DOGWOOD	2.5" CAL.	B&B	20' O.C.	WELL BRANCHED, MATCHED SPECIMEN, CENTRAL LEADER
SHRUBS AND HEDGES	68	JC	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	18"-24" HT.	B&B	SEE PLAN	WELL BRANCHED, HEAVY FOLIAGE, 18" SPREAD
	41	SJ	SPIRAEA JAPONICA 'LITTLE PRINCESS'	LITTLE PRINCESS SPIREA	18"-24" HT.	B&B	SEE PLAN	WELL BRANCHED, HEAVY FOLIAGE, 18" SPREAD
	18	IG	ILEX GLABRA	INKBERRY	18"-24" HT.	B&B	SEE PLAN	FULL, WELL ROOTED
PERENNIALS / GRASSES / GROUNDCOVERS	56	AC	AQUILEGIA CANADENSIS	WILD COLUMBINE	#1 CONT.	CONT.	24" O.C.	FULL, WELL ROOTED
	31	CA	CEANOTHUS AMERICANUS	NEW JERSEY TEA	#1 CONT.	CONT.	24" O.C.	FULL, WELL ROOTED
	15	CA	PENNISETUM SETACEUM 'RUBRUM'	PURPLE FOUNTAIN GRASS	18"-24" HT.	CONT.	24" O.C.	FULL, WELL ROOTED
	25	CF	CAREX FLACCA	BLUE GREEN SEDGE	#1 CONT.	CONT.	18" O.C.	FULL, WELL ROOTED

GENERAL SHEET NOTES

- PRIOR TO THE COMMENCEMENT OF WORK, VERIFY LOCATIONS AND DEPTHS OF ALL UNDERGROUND UTILITIES THAT MAY BE AFFECTED BY CONSTRUCTION AND TAKE RESPONSIBILITY FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF CONSTRUCTION TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE PUBLIC AND ADJACENT PROPERTIES FROM DAMAGE THROUGHOUT CONSTRUCTION, INCLUDING DAMAGES TO UTILITIES, WALLS, WALLS, DRIVES, CURBS, ETC. CALL MISS DIG (800) 402-7171 A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
- USE DIMENSIONS SHOWN ON DRAWINGS FOR LAYOUT OF THE WORK. DO NOT USE SCALE DIMENSIONS FROM PLANS, SECTIONS OR DETAILS ON THE DRAWINGS. VERIFY LOCATIONS IN FIELD WITH LANDSCAPE ARCHITECT.
- DETAILS NOTED AS TYPICAL SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY SHOWN OR NOTED OTHERWISE. WHERE NO SPECIFIC DETAIL IS SHOWN, THE CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION.
- DISPOSE ALL ELEMENTS DESIGNATED FOR REMOVAL IN A LEGAL MANNER. PROVIDE RECEIPTS AND LETTERS FROM DISPOSAL SITES TO OWNER AS REQUIRED BY THE OWNER COORDINATE WORK OF SUBCONTRACTORS AND ALL OTHER CONTRACTORS TO ENSURE ORDERLY AND EFFICIENT COMPLETIONS OF ALL WORK.
- ALL CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES.
- INDEPENDENT OF NUMERIC QUANTITIES ON DRAWINGS OR IN THE PLANT SCHEDULE, DETERMINE THE PLANT MATERIAL QUANTITIES REQUIRED BY THE PLANS. SPACE PLANT MATERIALS AS SHOWN ON PLANS AND INDICATED IN PLANT SCHEDULE. PLANT MATERIALS SHALL CONFORM TO PLANT SCHEDULES AND SIZES SHALL BE THE MINIMUM INDICATED ON THE PLANT SCHEDULE OR LARGER - AT NO ADDITIONAL COST TO OWNER. ALL MEASUREMENTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ANLA "STANDARDS FOR NURSERY STOCK".
- PRIOR TO INSTALLATION, DEMARCAT LAYOUT OF ALL PLANTING BEDS, SEED AREAS, AND INDIVIDUAL TREES FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT. INCLUDE PERENNIAL GROUPINGS BY SPECIES FOR INTERNAL BED LAYOUTS. FLAGGING, OR STAKES MAY BE USED TO DELINEATE LOCATIONS AS SCALED FROM THE PLANS. THE LANDSCAPE ARCHITECT WILL REVIEW THESE LOCATIONS WITH THE CONTRACTOR AND MAY MAKE MINOR ADJUSTMENTS AS NECESSARY. SUCH ADJUSTMENTS WILL BE AT NO ADDITIONAL COST TO THE OWNER.
- SEEDING APPLIES TO ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES EVEN IF ACTIVITIES EXTEND BEYOND THE APPROXIMATED SEEDING LIMITS INDICATED ON THE DRAWINGS.
- UTILIZE HORTICULTURAL TREE WATERING BAGS FOR TREES PLANTED OUTSIDE OF IRRIGATED LANDSCAPE ZONES THROUGHOUT WARRANTY PERIOD. REPLENISH TREE WATERING BAGS REGULARLY SO THAT NONE REMAIN WITHOUT WATER FOR MORE THAN 24 HOURS MINIMIZE CULTIVATION WITHIN THE DRIPLENS OF EXISTING TREES. PREPARE SOIL FOR SEEDING BY MINIMIZING DISTURBANCE TO 4-INCH DEPTH. HAND CULTIVATE WHEN ENCOUNTERING ROOTS. NO HEAVY EQUIPMENT ALLOWED WITHIN DRIPLENS OF EXISTING TREES.
- SHOVEL-CUT PLANTING BED EDGES UNLESS LABELED OTHERWISE. MULCH ALL PLANTING BEDS. KEEP MULCH 4 INCHES FROM TREE TRUNKS AND SHRUB CROWNS.
- INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING GRADING ACTIVITIES. THERE ARE NO REGULATED WOODLAND TREES PROXIMATE TO THE PROPOSED SITE CONSTRUCTION. MAINTAIN GENERAL PROTECTION AROUND EXISTING TREES WITHIN THE PARKING AREA, NO EQUIPMENT OR DEBRIS TO BE STORED NEAR THESE TREES. NO EQUIPMENT, DEBRIS OR PLANTING MATERIALS TO BE STORED WITHIN OR NEAR THE PROTECTED WETLAND BOUNDARY.
- NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN PROPOSED GRADES AND EXISTING SITE ELEVATIONS. ANY AREAS OF POOR DRAINAGE OR INADEQUATE DRAINAGE FROM PROPOSED IMPROVEMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND SHALL BE MODIFIED AS REQUIRED AND APPROVED AT NO ADDITIONAL COST TO THE OWNER.
- ANIMAL REFUSE WILL BE DISPOSED OF OFF SITE PROPERLY PER STANDARD VETERINARIAN PROTOCOLS TO PREVENT POTENTIAL CONTAMINATION OF WETLAND AREA.
- IDENTIFIED THISTLE ON WETLAND BOUNDARY EDGES - CONTRACTOR SHOULD CUT ALL THISTLE DOWN TO 1" AND DISPOSE OF REMAIN IN PLASTIC BAGS FOR WEED MITIGATION. NO CHEMICAL APPLICATION SHOULD BE USED UNLESS APPROVED BY THE CITY OF NOVI TO PREVENT ANY HARM TO EXISTING VEGETATION OR WILDLIFE WITHIN WETLAND BOUNDARY.
- PLANT MATERIALS SHALL NOT BE PLANTED WITHIN 4' OF PROPERTY LINE PER THE CITY OF NOVI SITE STANDARDS.
- ALL PLANTINGS SHALL BE PLANTED DURING APPROPRIATED PLANTING SEASONS, AS RECOMMENDED BY ANLA. FOR THIS TEMPERATE ZONE, IT IS PREFERRED THAT PLANTING OCCUR DURING EITHER THE SPRING SEASON (APRIL - MID-JUNE) OR THE FALL SEASON (SEPTEMBER - MID-NOVEMBER), THIS WILL ALLOW SUFFICIENT TIME FOR PLANT STABILIZATION AND GERMINATION AND LIMIT SHOCK ASSOCIATED TO TRANSPLANTATION.
- GENERAL CONTRACTOR SELECTED TO PERFORM THE LANDSCAPE WORK FOR THIS SITE MUST INSTALL AND GUARANTEE ALL MATERIALS FOR A MINIMUM OF 2 YEARS. THIS AGREEMENT INCLUDES A MINIMUM CULTIVATION PERIODS (REGULAR WATERING PERIOD) DURING THE MONTHS JUNE TO AUGUST WITHIN THE TWO YEAR WARRANTY PERIOD. THIS ALSO INCLUDES A MINIMUM OF A 60 DAY WATERING PERIOD FROM THE TIME OF FULL INSTALLATION TO ENSURE THE ESTABLISHMENT OF ALL PLANTS INSTALLED. WATERING PERIODS MAY OVERLAP DEPENDENT ON PLANTING SEASON SELECTED.
- ALL PLANTINGS SELECTED SHALL BE NORTHERN NURSERY GROWN, NO.1 GRADE, TO SUPPORT LOCAL SUSTAINABILITY GOALS, IT IS PREFERRED THAT ALL PLANT SELECTION COME FROM WITHIN THE STATE OF MICHIGAN. NO IRRIGATION PLAN IS PROPOSED AS SELECTED NATIVE PLANTS ARE ACCLIMATED TO THE LOCAL CLIMATE. AFTER ESTABLISHMENT, ADDITIONAL WATERINGS WILL BE THE RESPONSIBILITY OF THE OWNER. EXISTING DRAINAGE TO REMAIN IN PLACE.

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LANDSCAPE ARCHITECT

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ISSUED FOR	REV	DATE
PRE-APPLICATION SUBMITTAL	1	12/14/2021

PROJECT **SHELTER BAY ANIMAL HOSPITAL**
 39581 W 12 MILE RD
 NOVI, MI 48377

SITE LANDSCAPE PLAN

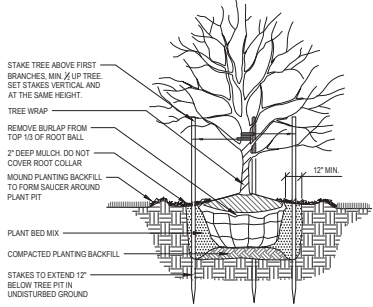
PROJECT NORTH PROJECT No: 2102
 DWG No:

L3.0.0



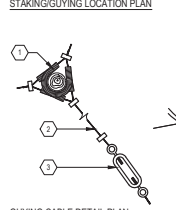
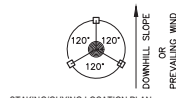
SCHEDULES

SIZE	STAKING / GUYING	MULCH SAUCER DIMENSION (NON-BED AREAS)
• UP TO 2" CAL.	• DOUBLE STAKE	• 4" DIA.
• 2" CAL. AND LARGER	• TRIPLE STAKE	• 5" DIA.



NOTES:
 NEVER CUT CENTRAL LEADERS. PRUNE ONLY TO REMOVE DEAD AND DAMAGED BRANCHES
 NOTE TO SPECIFIER: USE THIS DETAIL WHEN SPECIFYING SINGLE STEM FLOWERING TREES

1 SINGLE-STEM UNDERSTORY TREE 1/4" = 1'-0"



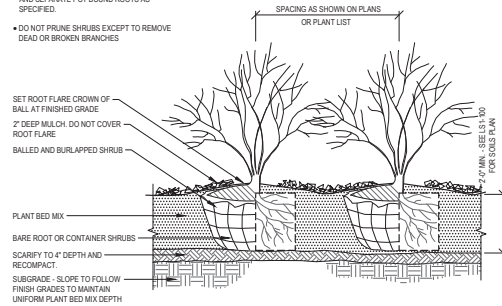
NOTE TO SPECIFIER:
 • INCLUDE THIS DETAIL WITH ALL TREE STAKING DETAILS
 • DELETE NON-APPLICABLE INFORMATION

2 TREE STAKING NOT TO SCALE

NOTES:
 ORIENT STAKING/GUYING TO PREVAILING WINDS AND SLOPES, EXCEPT ON SLOPES GREATER THAN 3:1 ORIENT TO SLOPE.
 USE SAME STAKING/GUYING ORIENTATION FOR ALL PLANTS WITHIN EACH GROUPING OR AREA.

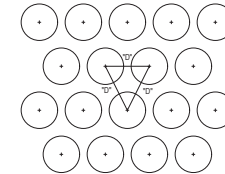
- 1 1/2" DIA. RUBBER HOSE CHAINING GUARD 2-PLY, COLOR BLACK
- 2 GUYING CABLE SECURED IN CLIPS
- 3 TURNBUCKLE WITH 6" OPENING
- 4 1/2" DIA. RUBBER HOSE CHAINING GUARD 2-PLY, COLOR BLACK
- 5 DOUBLE STRAND #14 GAUGE GALV. WIRE, NEATLY TWISTED
- 6 NOTCH POSTS TO SET STAKE WIRE
- 7 STAKES AS SPECIFIED 3 PER TREE

NOTES:
 • REMOVE BURLAP FROM TOP 1/3 OF ROOT BALL OR, WITH CONTAINER PLANTS, REMOVE POTS AND SEPARATE POT BOUND ROOTS AS SPECIFIED.
 • DO NOT PRUNE SHRUBS EXCEPT TO REMOVE DEAD OR BROKEN BRANCHES



NOTE TO SPECIFIER:
 • 1/2" MIN. DEPTH OF BED COULD BE INCREASED UP TO 2'-0" IN RAISED PLANTERS
 • VERIFY QUALITY OF SUBSOILS. IF CLAY - BED UNDERDRAIN MUST BE CONSIDERED TO PREVENT ROOT ROT.

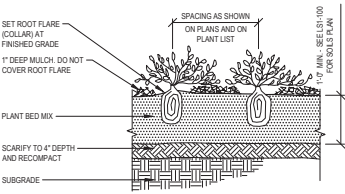
3 SHRUB PLANTING BED 1" = 1'-0"



D-DIMENSION OF PLANT SPACING (SHRUB, GROUND COVER OR PERENNIAL) AS INDICATED ON PLANS.

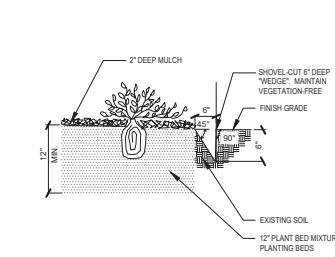
4 PLANT SPACING NOT TO SCALE

NOTE:
 CONTAINER PLANTS: REMOVE POTS AND SEPARATE POT BOUND ROOTS AS SPECIFIED.

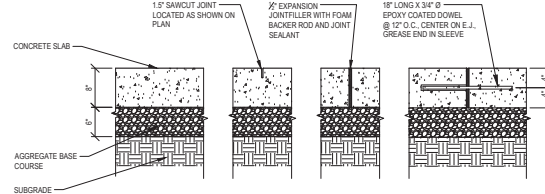


NOTE TO SPECIFIER:
 • DEPTH OF PLANTING BACKFILL MUST BE CONFIRMED AND LIMITS OF BED SHOWN ON THE PLANS AND LABELED ACCORDINGLY. USE SAME DEPTH THROUGHOUT PROJECT AND MATCH WITH SHRUB PLANTING - BED
 • VERIFY QUALITY OF SUBSOIL. IF CLAY - BED UNDER DRAIN MUST BE CONSIDERED TO PREVENT ROOT ROT.

5 GROUND COVER, PERENNIAL AND GRASS PLANTING 1" = 1'-0"

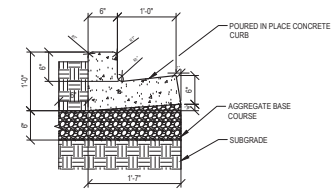


6 HAND DUG TRENCH 1" = 1'-0"



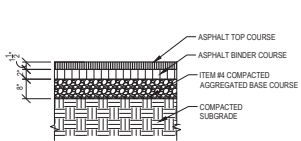
NOTES:
 • 1/2" SEALED EXPANSION JOINTS SHALL BE PLACED AT ALL LOCATIONS WHERE SIDEWALK ADJUTS CONCRETE CURB, EXISTING SIDEWALK, LIGHT POLE BASES, AND/OR RETAINING WALLS.

7 CONCRETE PAVEMENT 1" = 1'-0"



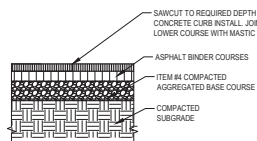
NOTES:
 • CONCRETE CURB TO MATCH FINISHED GRADE MATERIALS AS INDICATED IN LAYOUT PLANS (LANDSCAPE BED, ASPHALT ETC.)
 • 1/2" SEALED EXPANSION JOINT FILLER WITH FOAM BACKER ROD AND JOINT SEALANT TO BE PLACED EVERY 2' LF OF CONCRETE CURB TO AVOID CRACKING

8 CONCRETE CURB 1" = 1'-0"



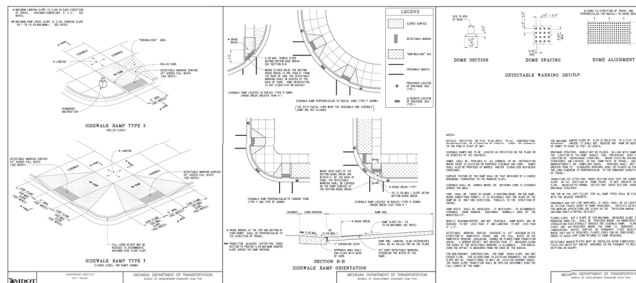
NOTES:
 • ASPHALT PAVEMENT DETAIL PER THE CITY OF NOVI SITE STANDARDS.
 • ASPHALT PAVEMENT TO BE USED WHERE INDICATED ON LAYOUT AND MATERIALS PLAN AND FULL DEPTH REMOVAL IS REQUIRED.
 • CONTRACTOR TO INFORM LANDSCAPE ARCHITECT IF SUBGRADE MATERIAL INCLUDES A CONCRETE BASE

9 ASPHALT PAVEMENT 1" = 1'-0"

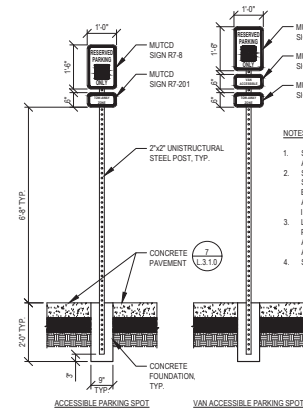


NOTES:
 • ASPHALT PAVEMENT DETAIL PER THE CITY OF NOVI SITE STANDARDS.
 • SAWCUT AND ASPHALT REPAIR TO BE USED WHERE INDICATED ON LAYOUT AND MATERIALS PLAN AND REQUIRED DEPTH REMOVAL IS REQUIRED.
 • CONTRACTOR TO INFORM LANDSCAPE ARCHITECT IF SUBGRADE MATERIAL INCLUDES A CONCRETE BASE
 • APPLY EXPANSION JOINT WHERE NEW CONCRETE MEETS NEW ASPHALT

10 ASPHALT REPAIR - SAW CUT 1" = 1'-0"



11 SIDEWALK RAMP AND DETECTABLE WARNING (MDOT STANDARD) 1" = 1'-0"



NOTES:
 1. SIGNS SHALL BE PROVIDED AS INDICATED ON DRAWINGS
 2. SIGNS ARE TO BE 3/8" GAUGE STOCK ALUMINUM BAKED ENAMEL FINISH WITH LOGOS AND/OR LETTERING AS INDICATED
 3. LOCATE SIGNS IN FIELD PRIOR TO PLACEMENT FOR APPROVAL BY THE ARCHITECT.
 4. SET SIGNS PLUMB

12 BARRIER FREE ACCESSIBLE PARKING SIGN 1" = 1'-0"

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PRE-APPLICATION SUBMITTAL	1	12/14/2021

SEAL & SIGNATURE

PROJECT **SHELTER BAY ANIMAL HOSPITAL**
 39581 W 12 MILE RD
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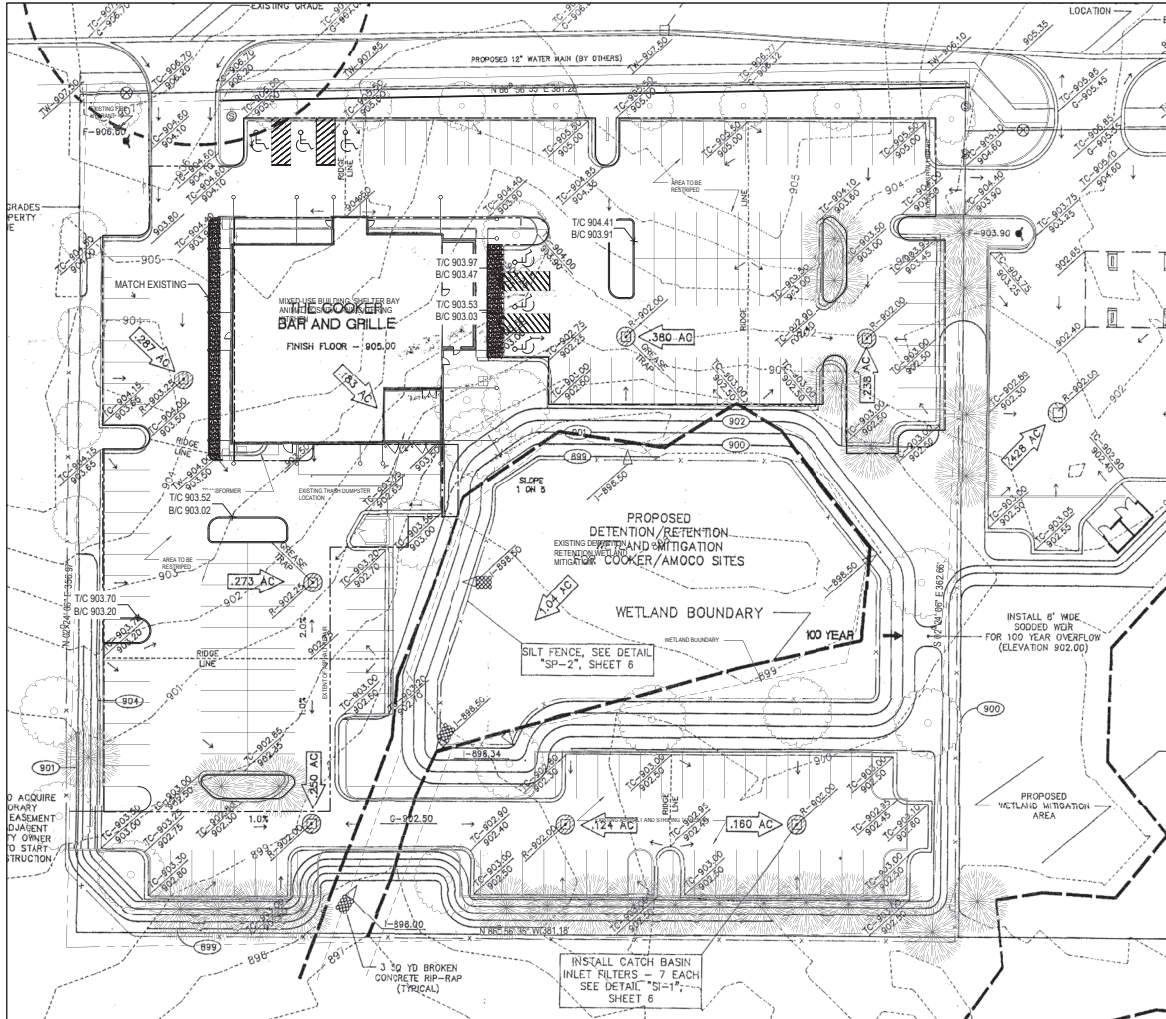
LANDSCAPE AND
 SITE DETAILS

PROJECT NORTH PROJECT No: 2102
 DWG No:



L3.1.0

SCALED AS NOTED



GENERAL SHEET NOTES

1. SITE GRADING AND DRAINAGE TO REMAIN PER EXISTING CONDITIONS AND DRAWINGS AS SEEN ON SHEET L2.0.0. SITE IMPROVEMENTS TO UPDATE AREA PER ZONING CODES AND LOCAL ORDINANCES FOR THE CITY OF NOVI WILL NOT CHALLENGE EXISTING GRADING OR DRAINAGE. CONTRACTOR MUST CONFIRM EXISTING GRADES AND MATCH ALL PITCHES TO EXISTING CONDITIONS. SPOT ELEVATIONS PROPOSED MATCH EXISTING PITCHES, SLOPES AND RIDGELINES FOR MINIMAL INTERVENTION.
2. NO CROSS PITCH TO EXCEED 2% IN ANY AREA.
3. THERE WILL BE NO GRADING OR DRAINAGE UPDATES WITHIN THE WETLAND BOUNDARY.
4. ALL DRAINAGE AND GREASE TRAPS TO BE SCOPED, SNAKED, AND CLEANED PER LOCAL REQUIREMENTS. ANY DEBRIS WILL BE COLLECTED AND LEGALLY DISPOSED OF.
5. SEE L3.1.0. FOR ACCESSIBLE DROP CURB DETAILS.

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PRE-APPLICATION SUBMITTAL	1	12/14/2021

SEAL & SIGNATURE

LEGEND

- EXTENT OF ASPHALT REPAIR
- EXISTING TREES
- TIC 903.70 / BIC 903.20 SPOT ELEVATIONS (TOP OF CURB AND BOTTOM OF CURB)

PROJECT **SHELTER BAY ANIMAL HOSPITAL**
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SITE GRADING PLAN

PROJECT NORTH PROJECT No: 2102
 DWG No:



L4.0.0



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GENERAL NOTES

REFER TO LANDSCAPE DRAWINGS FOR INFORMATION RELATED TO THE SITE WORK.

EXISTING TRANSFORMER IS LOCATED BEHIND BUILDING AND SCREENED FROM PUBLIC VIEW BY THE BUILDING.

PARKING REQUIREMENTS

BUILDING AREA: 7,300 GSF
PATIO AREA: 656 GSF
PARKING REQUIRED: 1 SPACE FOR 175 SF = 46 SPACES
ACCESSIBLE PARKING REQUIRED (TABLE 1106.1 OF 2015 MICHIGAN BUILDING CODE): 6 SPACES
PARKING PROVIDED: 177 STANDARD (9'X20') SPACES
6 HANDICAP (12'X20') SPACES
TOTAL PARKING PROVIDED: 183 SPACES

LOADING REQUIREMENTS

REQUIRED: 10 SF/FOOT OF BUILDING FRONTAGE (103 FEET) X (10 SF) = 1,030 SF OF LOADING
PROVIDED: 1,030 SF

CURRENT ZONING: B-3

SPECIAL LAND USE

LEGEND

 EXISTING SITE LIGHT POLE

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PRE-APPLICATION SUBMITTAL	1	12/14/2021

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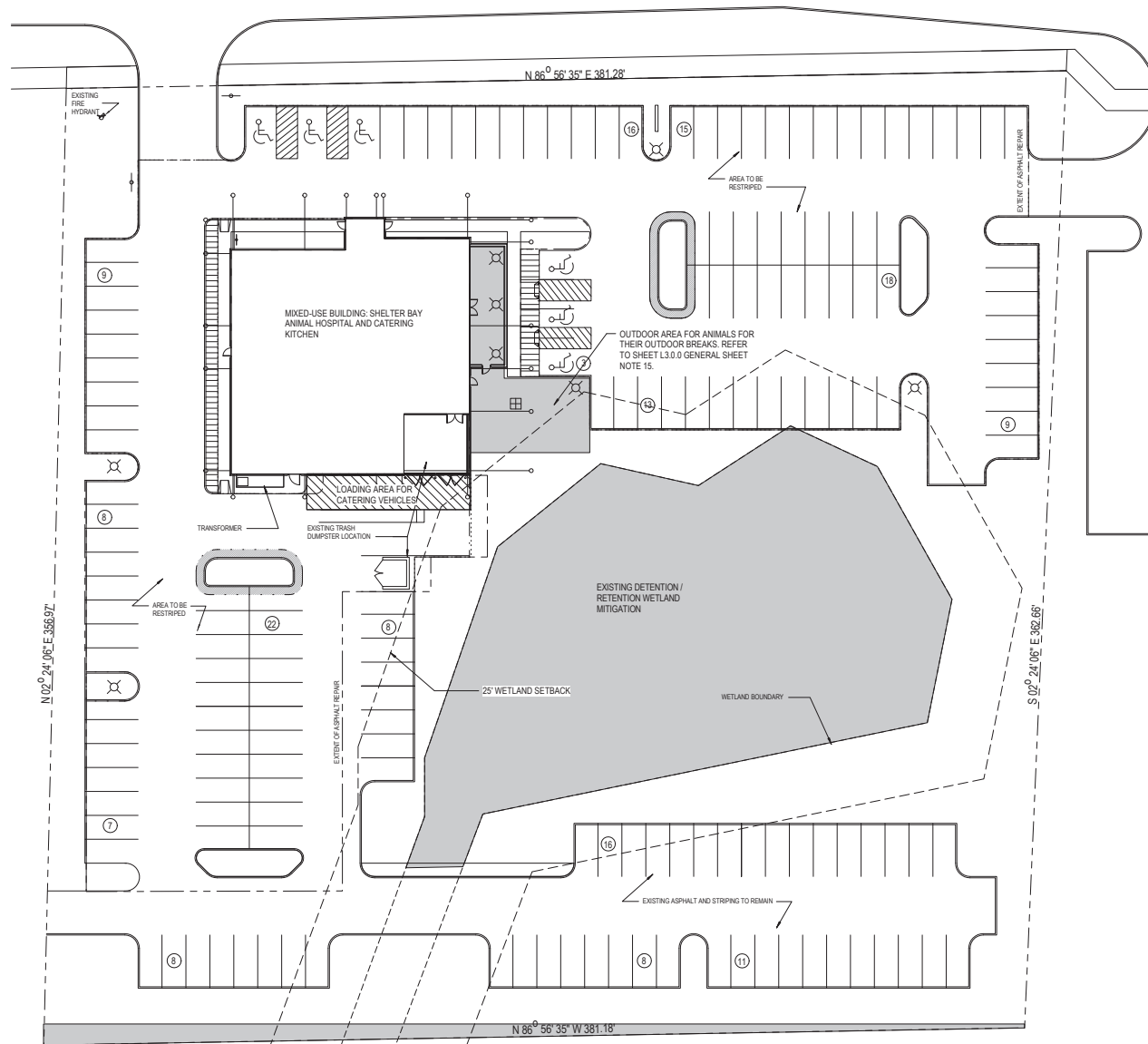
PROJECT	SHELTER BAY ANIMAL HOSPITAL
39581 W 12 MILE RD	SECTION #13
NOVI, MI 48377	

**ARCHITECTURAL SITE
PLAN - OVERALL**

PROJECT NORTH	PROJECT No: 2102
	DWG No:



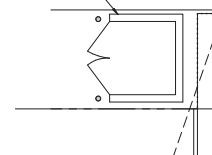
A1.1.1



1 SITE PLAN
SCALE: 1" = 20' 0"

2 EXISTING DUMPSTER ENCLOSURE PLAN
SCALE: 1/8" = 1' 0"

EXISTING DUMPSTER ENCLOSURE IS 12x10x7 TALL AND IS BRICK CONSTRUCTION WITH A WOODEN FENCE WITH TWO BOLLARDS.



Other Work

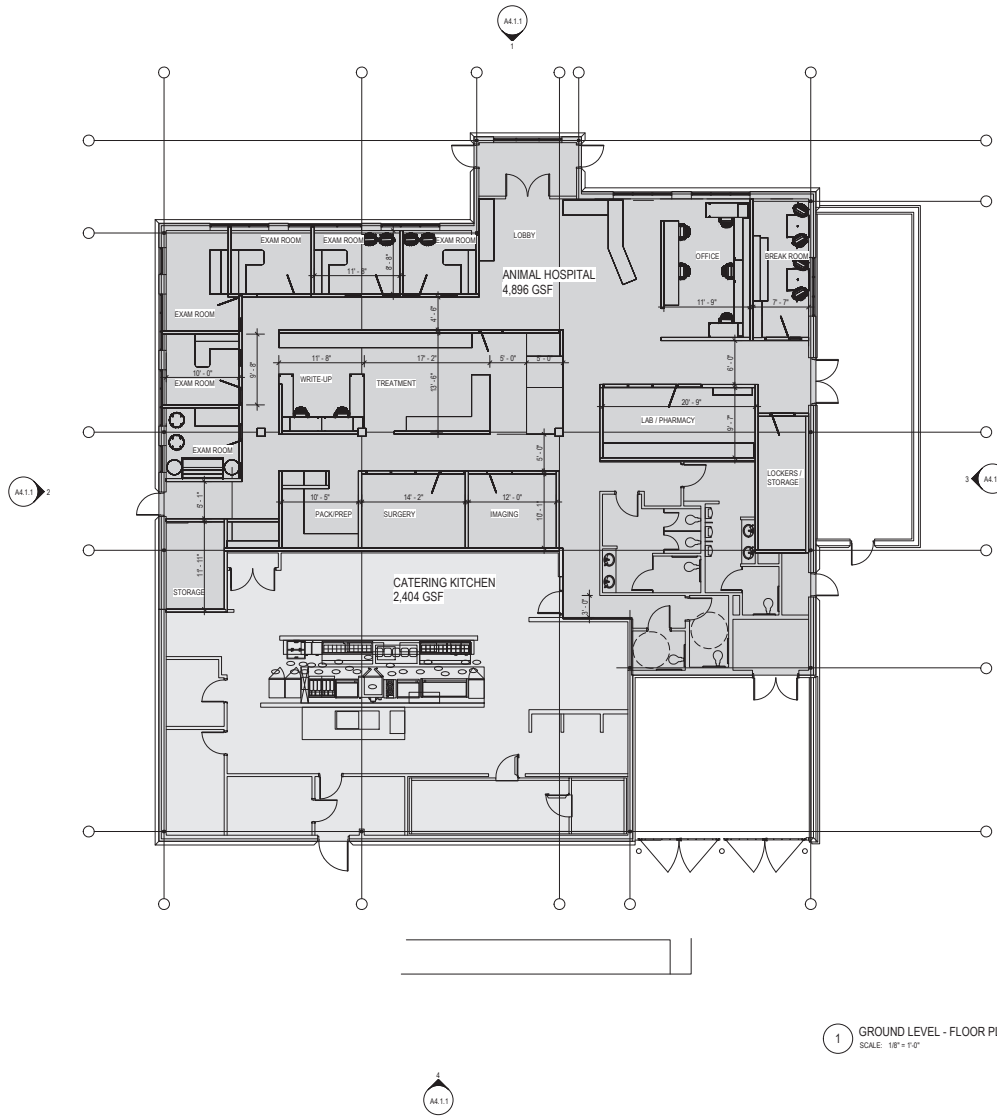
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GENERAL NOTES:

ALL ACTIVITIES WILL BE CONDUCTED WITHIN THE ENCLOSED BUILDING. REFER TO THE SITE PLAN FOR THE AREA WHERE ANIMALS WILL BE TAKEN OUTDOORS.



1 GROUND LEVEL - FLOOR PLAN
 SCALE: 1/8" = 1'-0"

ISSUED FOR	REV	DATE
PRE-APPLICATION SUBMITTAL	1	12/14/2021

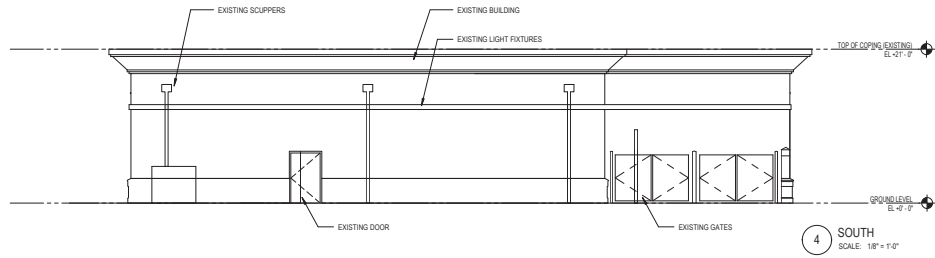
SEAL & SIGNATURE

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 39581 W 12 MILE RD SECTION #13
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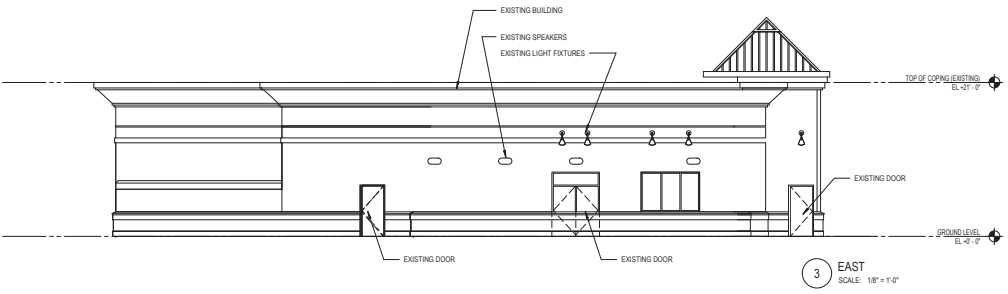
GROUND LEVEL
 FLOOR PLAN

PROJECT NORTH PROJECT No: 2102
 DWG No:

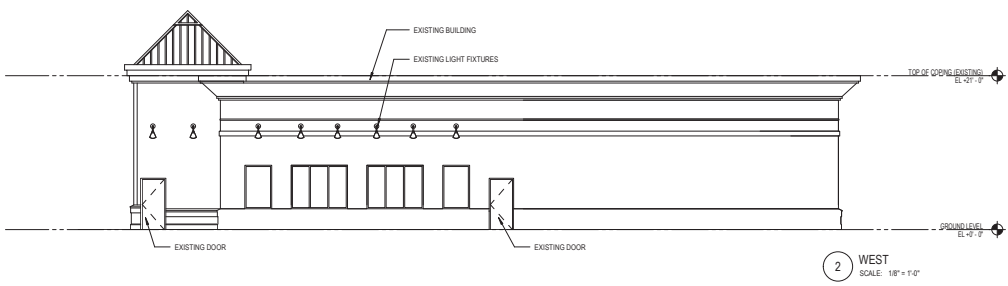
A2.1.1



4 SOUTH
SCALE: 1/8" = 1'-0"



3 EAST
SCALE: 1/8" = 1'-0"



2 WEST
SCALE: 1/8" = 1'-0"



1 NORTH
SCALE: 1/8" = 1'-0"

NOTE: ROOFTOP EQUIPMENT IS CONCEALED FROM VIEW BY PARAPET

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SEAL & SIGNATURE

PROJECT SHELTER BAY ANIMAL HOSPITAL
39581 W 12 MILE RD SECTION #13
NOVI, MI 48377

EXTERIOR BUILDING ELEVATIONS

PROJECT NORTH PROJECT No: 2102
DWG No:



A4.1.1

**ORIGINAL
AGREEMENT**

AGREEMENT

Agreement made this 21st day of JUNE, 1991,
 between the City of Novi, a Michigan municipal corporation,
 45175 West Ten Mile Road, Novi, Michigan 48375 (hereinafter
 "City"), Amoco Oil Company, a Maryland corporation, 200 East
 Randolph, Chicago, Illinois 60601 (hereinafter "Amoco"), and
 Cooker Restaurant Corporation, an Ohio corporation, 1530
 Bethel, Columbus, Ohio 43220 (hereinafter "Cooker"), with
 Cooker and Amoco being referred to, ^{from time to time,}
 collectively as the "Property Owners". <sub>0856 REG FEES PAID
 0001 OCT.07-91 03:29PM
 4704 MISC 33.00</sub>

#

WHEREAS, the Property Owners currently hold an option to
 purchase property within the City of Novi, which property is
 described further on Exhibit "A" attached hereto and made a
 part hereof, with Amoco having the option to purchase that
 portion identified as Right of Way #1 and Parcel #1, and
 Cooker having the option to purchase that portion identified
 as Right of Way #2 and Parcel #2 [(hereinafter collectively
 referred to as the "Property") with the combined Right of Way
 #1 and Right of Way #2 being referred to hereinafter as the
 "Right of Way"]; and <sub>0856 REG FEES PAID
 0001 OCT.07-91 03:29PM
 4704 R/W FEE 2.00</sub>

WHEREAS, the City desires to acquire the Right of Way
 (described more specifically in Exhibit "E" attached hereto
 and made a part hereof) for the intended construction of the
 Twelve Mile Road Boulevard; and

WHEREAS, the Property Owners intend to utilize the
 Property for commercial purposes; and

WHEREAS, the Property Owners desire to convey the Right
 of Way to the City in return for the sole consideration set
 forth in Paragraph 1 of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants
 set forth herein, the parties agree as follows:

1. The City shall have prepared by its consultants
 preliminary site plans (on or before June 19, 1991) and final
 site plans (excluding architectural plans) (on or before July
 19, 1991) for the development by Amoco

32.00
2.00
33.00

O.K. - TS

of Parcel #1 as a gasoline station, food shop, and auto wash in accordance with the plan attached hereto and made a part hereof as Exhibit "C", and for the development by Cooker of Parcel #2 as a sit down restaurant/lounge in accordance with the plan attached hereto and made a part hereof as Exhibit "D". The City shall pay the cost of such plan preparation and pay or provide a waiver of any review fees for such plans.

2. In consideration of the City's preparation of such plans, Amoco and Cooker shall dedicate respectively, the Right of Way #1 and Right of Way #2, to the City of Novi or other appropriate governmental authority, subject to the provisions of Paragraph 4 herein. Such dedications shall be made within thirty (30) days after the date of the respective closings relative to Amoco's acquisition of Parcel #1 and Cooker's acquisition of Parcel #2, or within thirty (30) days of the respective grantings of final site plan approval for the development of Parcel #1 and the development of Parcel #2, whichever is later.

3. Pursuant to statute and ordinances, Amoco's development use of Parcel #1 and Cooker's development and use of Parcel #2 require rezoning, special land use approval, site plan approval, wetlands permit approval and ordinance variances. The City, through its City Council, Planning Commission, Zoning Board of Appeals, consultants and employees, shall in good faith consider such rezoning, special land use approval, site plan approval, wetlands permit approval and variance requests, in accordance with the following time frame:

- a. On or before June 24, 1991, the City shall consider rezoning the entire Property to B-3 Commercial.
- b. On or before June 24, 1991, the City shall consider necessary applications, plans and documentation for the special land use approval, wetlands permit approval and preliminary site plan approval for Amoco's use of Parcel #1 as a gasoline station, food shop, and auto wash in accordance with the plan

attached hereto as Exhibit "c", and for Conker to utilize Parcel #2 as a sit down restaurant/lounge operation with the intended user being Cooker Restaurant in accordance with the plan attached hereto as Exhibit "d".

- c. The parties acknowledge that the proposed development of Parcel #1 will require the following ordinance variance: A variance from the Novi sign regulations to permit the name "AMOCO" to appear in two locations upon the canopy of the gasoline station. On or before August 6, 1991, the City shall consider in good faith, through its Zoning Board of Appeals, such variances. The development and use of the Property shall otherwise comply with all statutes, ordinances, codes, regulations and other laws.
- d. Within 120 days of the respective submission by Amoco and Conker of their architectural and related plans, the City shall consider in good faith, approval of the final site plans and all necessary permits under the jurisdiction of the city for Amoco's development and use of Parcel #1 and Conker's development and use of Parcel #2, including, but not limited to, construction and building permits, storm water and drainage permits, soil erosion permits, signage permits, utility extension permits, as well as any traffic related permits or approvals which may be necessary. This deadline is contingent upon there being timely application for said approvals by the developer. The deadline shall be extended to the extent there are delays in the submission of necessary applications, plans and related materials, or delays otherwise resulting from matters not within the control of the City, its officers, employees, agents

and consultants.

4. Amoco and Cooker expressly acknowledge that the sole consideration for their conveyance of the Parcel No. 1 Right of Way and Parcel No. 2 Right of Way to the City is that set forth in Paragraph 1, above, and that the granting of rezoning, approvals and variances considered pursuant to Paragraph 3, above, is not consideration under this Agreement. Further, Amoco and Cooker agree that the City shall not be liable in damages for failure to grant such rezoning, approvals or variances. Amoco's and Cooker's duty to convey such right of way is conditioned upon the occurrence of the following events:

- a. On or before June 24, 1991, the rezoning to B-3 Commercial of the entire Property.
- b. On or before June 24, 1991, approval of special land use, wetland permits and preliminary site plans to permit development of Parcel No. 1 as a gasoline station, food shop, and auto wash in accordance with the plan attached hereto as Exhibit "C", and to permit development of Parcel No. 2 as a sit down restaurant/lounge operation with the intended user being Cooker Restaurant Corporation in accordance with the plan attached hereto as Exhibit "D".
- c. On or before August 6, 1991, approval of a variance relative to the following ordinance requirement: A variance from the Novi sign regulations to permit the name "AMOCO" to appear in two locations upon the canopy of the gasoline station.
- d. Within 120 days of the respective submission by Amoco and Cooker of their architectural and related plans, the granting of final site plan approval and all necessary permits under the jurisdiction of the City of Amoco's use of Parcel No. 1 as a gasoline station, food shop, and auto wash in accordance with the plan attached hereto as Exhibit "C", and for

Cooker's use of Parcel No. 2 as a restaurant/lounge in accordance with the plan attached hereto as Exhibit "D", including, but not limited to, construction and building permits, storm water and drainage permits, soil erosion permits, signage permits, utility extension permits, as well as any traffic related permits or approvals which may be necessary. This deadline is contingent upon there being timely application for said approvals by the developer. The deadline shall be extended to the extent there are delays in the submission of necessary applications, plans and related materials, or delays otherwise resulting from matters not within the control of the City, its officers, employees, agents and consultants.

- e. Construction and installation by the City of sanitary sewer and water utilities to service Parcel No. 1 and Parcel No. 2, with construction and installation to commence by February 1, 1992, and to be completed by October 1, 1992; provided that the Property Owners participate in a Special Assessment District with the total assessment of Seventy-seven thousand four hundred sixty-one and 33/100 (\$77,461.33) to be levied against the Property for both sewer and water service and pay normal tap fees associated with the utilities. Notwithstanding the above, the parties acknowledge that the extensions of such utilities require approvals of other governmental entities, and the acquisition of private property for easement purposes for the construction, operation, maintenance and repair of such utilities. The parties agree that the construction time frame shall provide for extensions of time for delays the result of occurrences not within the control of the City

of Novi, including, but not limited to, delays in obtaining permits from other governmental entities and in the acquisition of property, provided that the City shall use its best efforts to avoid such delays and obtain such permits. The City agrees that if the issuance of water or sewer permits are delayed by the establishment of a moratorium on such permits, that upon the ending of such moratorium, Amoco and Cooker shall be given priority for such permits over any applicant submitting an application for similar permits after the date of this Agreement.

5. The use of the Parcel #1 shall be limited to the sale of gasoline, the sale of food and related sundry items, and the operation of an auto wash and accessory uses customarily incidental to the sale of gasoline and the operation of an auto wash, but not including the servicing and repair of automobiles. The use of Parcel #2 shall be limited to the operation of a sit down restaurant/lounge and accessory uses customarily incidental to a restaurant/lounge, but not including the operation of a drive-through window.

6. The City hereby agrees that the approvals and permits listed in Paragraph 4, above, shall remain in effect for a period of not less than one (1) year from the date on which the actual extension of the utilities to the Property and the completion of the Twelve Mile Road Boulevard section between Haggerty Road and Meadowbrook Road have both occurred.

7. This Agreement shall be conditioned upon the Property Owners and/or the City securing the necessary permits from the Department of Natural Resources to impact the wetlands on the Property and for Amoco to conduct the necessary mitigation for the Property Owner's intended use in accordance with the approved site plans. Such permit applications shall be submitted by the City's consulting engineers, whose costs shall be paid by the City.

8. All parties agree that time is of the essence and given the constraints under which the Property Owners have acquired the option to purchase the Property, the City shall have until June 21, 1991, to execute this Agreement, and unless executed on or before that date by the City, this Agreement shall become null and void and of no further force and effect.

9. The Property Owners' obligations under this Agreement are strictly conditioned upon the Property Owners exercising their option and actually purchasing the Property. Amoco and Cooker represent that the Right-of-Way property shall be free from any environmental contamination as of the date of conveyance. In the event contamination of the Right of Way property is discovered, Amoco and Cooker shall be responsible for the clean up and removal of such contamination.

10. Amoco acknowledges that the City's review of the requested rezoning, special land use, wetlands and site plan approval, and variance applications are based, in part, upon Amoco's representation that it will limit the development use of the Parcel No. 1 Property solely for the sale of gasoline, the sale of food and related sundry items, and the operation of an auto wash and accessory uses customarily incidental to the sale of gasoline and operation of an auto wash, but not including the servicing and repair of automobiles. Amoco acknowledges that the City is relying upon its representations as expressed herein.

Cooker acknowledges that the City's review of the requested rezoning, special land use and site plan approval, and variance applications are based, in part, upon Cooker's representation that it will limit the use of the Parcel No. 2 Property solely as a sit down restaurant/lounge, but not including the operation of a drive-through window. Cooker acknowledges that the City is relying upon its representations as expressed herein.

11. This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by any party or agent of any party that are not contained in this Agreement shall have any force or effect. This Agreement may not be enlarged, modified, or altered except in writing, signed by the parties and endorsed hereon.

12. It is expressly understood and agreed by the parties that this Agreement, and all stipulations and provisions contained herein, shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

13. Upon execution, this Agreement shall be recorded with the Oakland County Register of Deeds.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESSES:

Ronald C. Durbin
RONALD C. DURBIN
Dennis Watson
DENNIS WATSON

CITY OF NOVI, a Michigan municipal corporation

BY: Matthew C. Quinn
MATTHEW C. QUINN, MAYOR

ITS: Nancy Reutter
BY: NANCY REUTER - DEPUTY CITY CLERK

AMOCO OIL COMPANY, a Maryland corporation

Karen M. Butts
KAREN M. BUTTS
Barbara A. Allison
BARBARA A. ALLISON

BY: Lowell E. Drenthe
LOWELL E. DRENTHÉ

ITS: Manager - Project (Went)

COOKER RESTAURANT, an Ohio corporation

Barbara A. Allison
BARBARA A. ALLISON
Karen M. Butts
KAREN M. BUTTS

BY: G.P. Seelbinder
G.P. SEELBINDER

ITS: [Signature]

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

On this 21st day of JUNE, 1991, before me a Notary Public personally appeared William C. Gann and Nancy Porter, and who, after being first duly sworn, did say he/she executed this Agreement on behalf of the City of Novi and acknowledged the same to be the free act and deed of the City of Novi, made and executed by them on the City's behalf by the authority of the Novi City Council.

ARKES C. DUBBIN
NOTARY PUBLIC STATE OF MICHIGAN
OAKLAND COUNTY
MY COMMISSION EXP. AUG. 18, 1992

Arkes C. Dubbin
Oakland, Notary Public
County, MI
My commission expires: 8/18/92

MICHIGAN
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 19th day of June, 1991, before me a Notary Public in and for said county appeared Louise P. Drenth, known to be the person described in and who executed the foregoing instrument and respectively acknowledged that he/she executed the same on behalf of AMOCO OIL COMPANY.

KAREN MARIE BUTTS
NOTARY PUBLIC OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 04-22-94

Karen Marie Butts
Notary Public
County, IL
My commission expires: _____

MICHIGAN
STATE OF OHIO)
) SS:
COUNTY OF OAKLAND)

On this 19th day of June, 1991, before me a Notary Public in and for said county appeared G.A. SEELBINDER, known to be the person described in and who executed the foregoing instrument and respectively acknowledged that he/she executed the same on behalf of COOKER RESTAURANT.

KAREN MARIE BUTTS
NOTARY PUBLIC OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 04-22-94

Karen Marie Butts
Notary Public
County, OH
My commission expires: _____

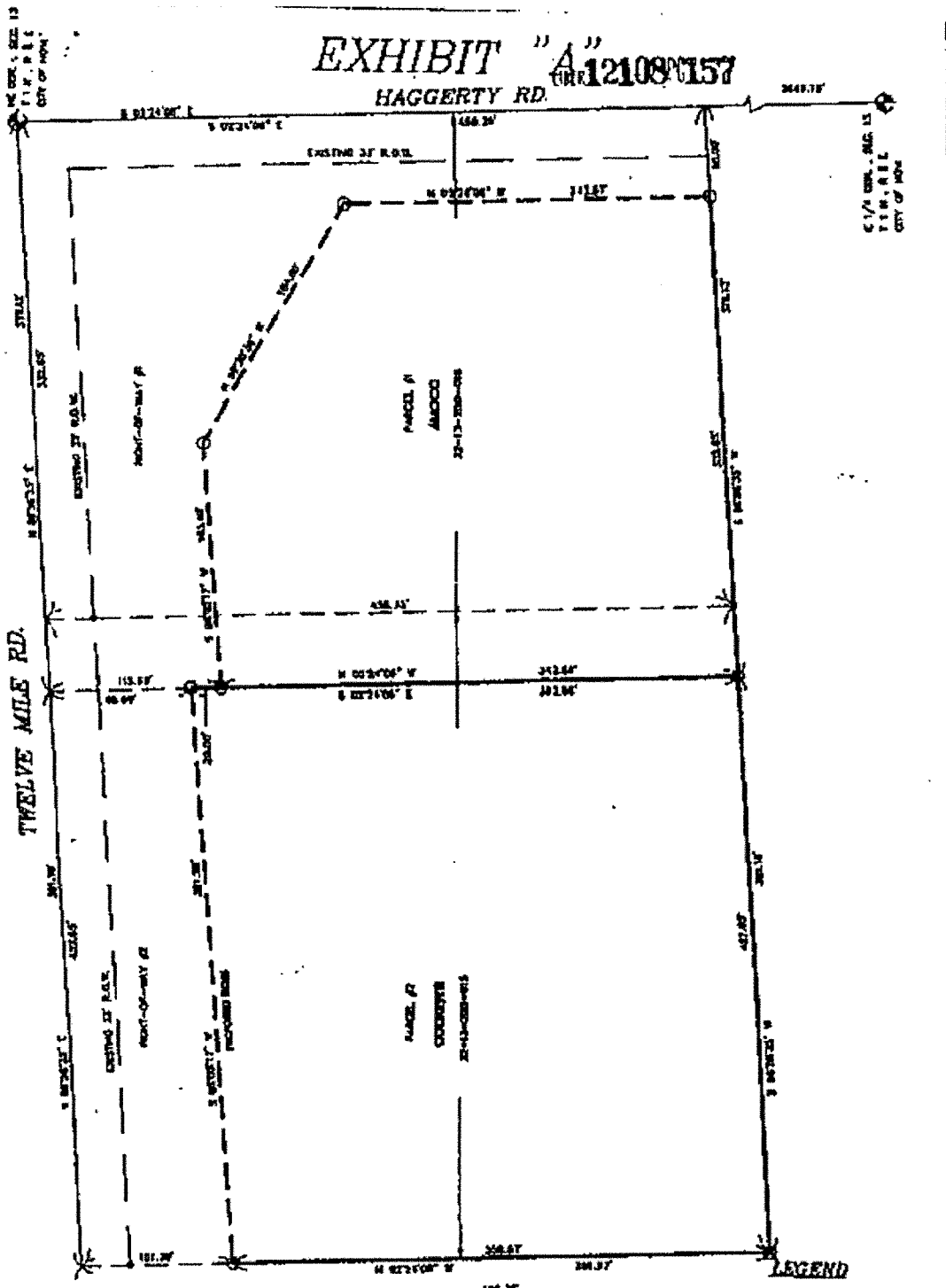
Tax I.D. No (50) 22-13-200-015 and (50) 22-13-200-016
Drafted by:

When recorded return to: Mrs. Geraldine Stipp - City Clerk
City of Novi, 45175 West Ten Mile Road
Novi, Michigan 48375

EXHIBIT "A"

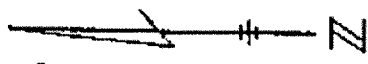
121080157

HAGGERTY RD.



LEGEND

- FOUND IRON
- ⊙ FOUND CONC. MONUMENT
- SET CAPPED IRON #24598



Joseph C. Kapelczak Registered Land Surveyor No. 24598 hereby certify that I have surveyed the following described parcel of land in accordance with Act 132, P.A. 1970, that the ratio of closure is within the present acceptable limits of 1:5,000.

JCK
 & associates, inc.
 46660 GRAND RIVER AVE.
 P.O. BOX 759
 NOVI, MI. 48374
 PHONE (313) 348-2880

PROPERTY SPLIT
 TAX PARCEL NO'S:
 22-13-200-015 & 016

Date	Drawn	Checked	Job No.
7/31/91	GEB	JCK	N-2888-1

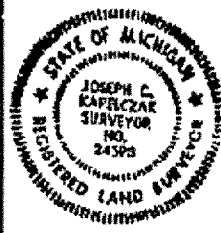


EXHIBIT "A"

Amoco Descriptions

Right-of-way (Amoco to City of Novi): R.O.W. #1

⑥
#

Part of the NE 1/4 of Section 13, T.1N., R.8E., City of Novi, Oakland County, Michigan, described as beginning at the NE corner of said Section 13; thence S02°24'06"E 458.35 feet along the east line of said Section 13; thence S86°56'35"W 60.00 feet; thence N02°24'05"W 243.87 feet; thence N59°50'38"W 184.80 feet; thence S86°05'17"W 163.40 feet; thence N02°24'05"W 115.69 feet to a point on the north line of said Section 13; thence N86°56'35"E, along said line, 379.12 feet to the point of beginning. Containing 1.65 acres of land, more or less.

Pt of 22-13-200-016
Pt of 22-13-200-015

Amoco remainder: Parcel #1

Part of the NE 1/4 of Section 13, T.1N., R.8E., City of Novi, Oakland County, Michigan, described as beginning at a point distant S02°24'06"E 458.35 feet along the east line of Section 13 and S86°56'35"W 60.00 feet from the NE corner of said Section 13; thence continuing S86°56'35"W 319.12 feet; thence N02°24'05"W 342.66 feet; thence N86°05'17"E 163.40 feet; thence S59°50'38"E 184.80 feet; thence S02°24'06"E 243.87 feet to the point of beginning. Containing 2.34 acres of land, more or less.

Pt of 22-13-200-016 Repeat
Pt of 22-13-200-015 Repeat

Cooker Descriptions

Right-of-way (Cooker): R.O.W. #2

Part of the NE 1/4 of Section 13, T.1N., R.8E., City of Novi, Oakland County, Michigan, described as beginning at a point on the north line of Section 13, located distant S86°56'35"W 379.12 feet from the NE corner of said Section 13; thence S02°24'06"E 95.69 feet; thence S86°05'17"W 381.28 feet; thence N02°24'05"W 101.38 feet to a point on the north line of Section 13; thence N86°56'35"E, along said line, 381.18 feet to the point of beginning. Containing 0.86 acres of land, more or less.

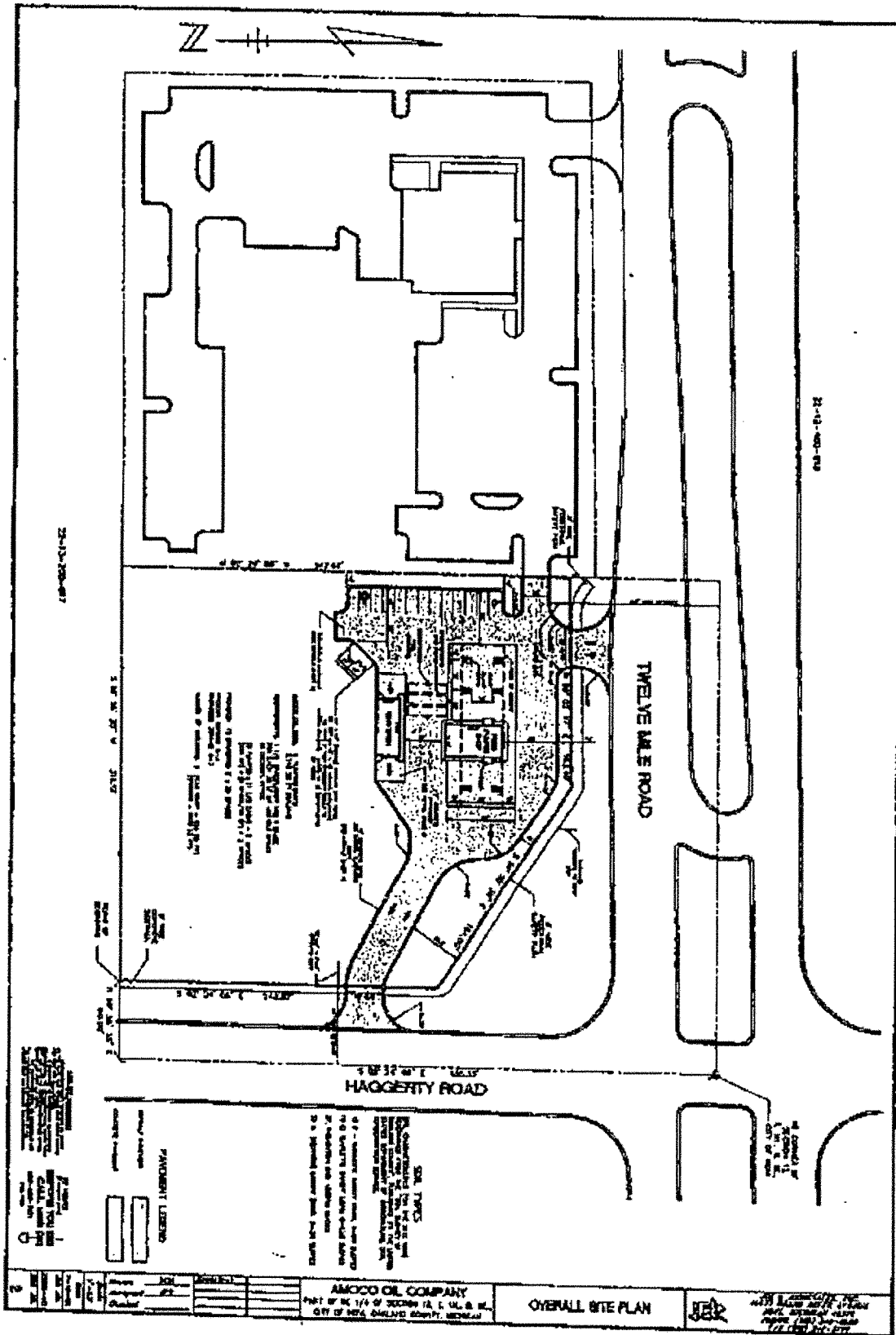
Pt of 22-13-200-015

Cooker remainder: Parcel #2

Part of the NE 1/4 of Section 13, T.1N., R.8E., City of Novi, Oakland County, Michigan, described as beginning at a point distant S86°56'35"E 379.12 feet along the north line of Section 13 and S02°24'06"E 95.69 feet from the NE corner of said Section 13; thence continuing S02°24'06"E 362.66 feet; thence S86°56'35"W 381.18 feet; thence N02°24'05"W 356.97 feet; thence N86°05'17"E 381.28 feet to the point of beginning. Containing 3.15 acres of land, more or less.

Pt of 22-13-200-015 Repeat





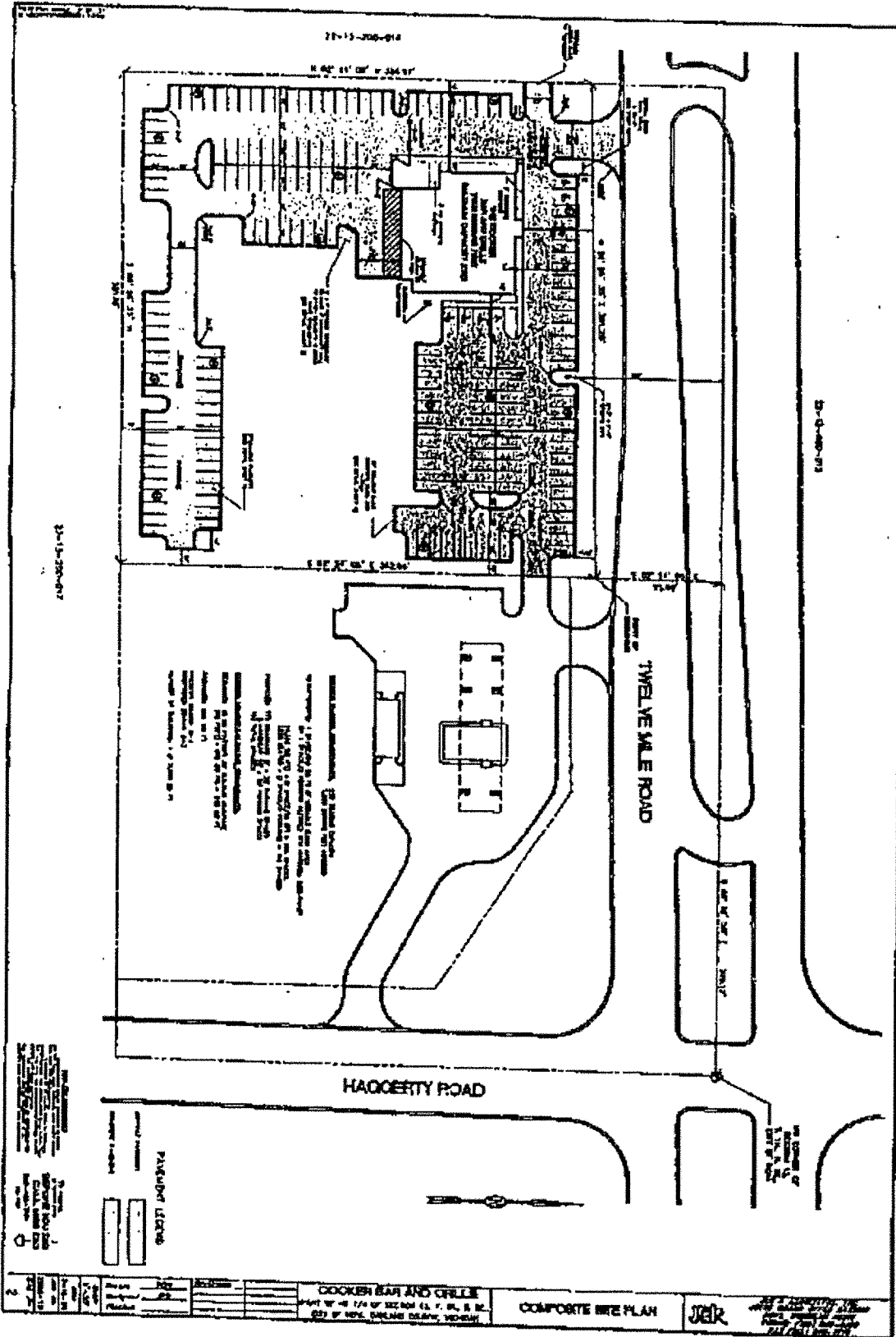


EXHIBIT "E"

Amoco Description

Right-of-way (Amoco to City of Novi): R.O.W. #1

Part of the NE 1/4 of Section 13, T.1N., R.8E., City of Novi, Oakland County, Michigan, described as beginning at the NE corner of said Section 13; thence S02°24'06"E 458.35 feet along the east line of said Section 13; thence S86°56'35"W 60.00 feet; thence N02°24'06"W 243.87 feet; thence N59°50'38"W 184.80 feet; thence S86°05'17"W 163.40 feet; thence N02°24'06"W 115.69 feet to a point on the north line of said Section 13; thence N86°56'35"E, along said line, 379.12 feet to the point of beginning. Containing 1.65 acres of land, more or less.

Pt of 22-13-200-016 Report
 Pt of 22-13-200-015 Report

Cooker Description

Right-of-way (Cooke): R.O.W. #2

Part of the NE 1/4 of Section 13, T.1N., R.8E., City of Novi, Oakland County, Michigan, described as beginning at a point on the north line of Section 13, located distant S86°56'35"W 379.12 feet from the NE corner of said Section 13; thence S02°24'06"E 95.69 feet; thence S86°05'17"W 381.28 feet; thence N02°24'06"W 101.38 feet to a point on the north line of Section 13; thence N86°56'35"E, along said line, 381.18 feet to the point of beginning. Containing 0.86 acres of land, more or less.

Pt of 22-13-200-015 Report

**TERMINATION OF
LICENSE AGREEMENT WITH SMART**

MILES A. HURWITZ
mhurwitz@hglawoffice.com

VICTORIA SLOAN
vsloan@hglawoffice.com

HURWITZ & GANTZ, P.C.
ATTORNEYS AND COUNSELORS
8283 NORTH TELEGRAPH ROAD
DEARBORN HEIGHTS, MICHIGAN 48127
TELEPHONE (313) 278-7030

MARK L. GANTZ
mgantz@hglawoffice.com

April 7, 2022

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

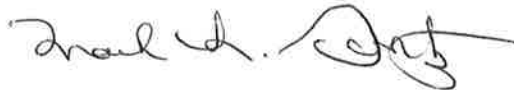
Suburban Mobility Authority for Regional Transportation
Attn: Jim Fetzer
Deputy General Manager, Operations
Buhl Building
535 Griswold St., Suite 600
Detroit, MI 48226

Re: License Agreement dated 9/18/2013 and 9/19/2013 between Suburban Mobility Authority for Regional Transportation and Ruby Tuesday's relative to the property at 39581 Twelve Mile Rd., Novi, MI 48377

Dear Mr. Fetzer:

This office represents 39581 12 Mile Road LLC, owner of the above referenced property. Upon review your License Agreement with the previous owner, Ruby Tuesday's, my client has decided to terminate the agreement. Please consider this letter as the required thirty (30) days written notice of termination as provided in the final paragraph of the License Agreement. Thank you.

Very truly yours,



Mark L. Gantz

cc: 39581 12 Mile Road LLC
Attn: Terrence McCarthy, Member

Elizabeth Kudla Saarela
Attorney, City of Novi

✓ Christian Carroll
Planner, City of Novi