



CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2020

SUBJECT: Consideration of approval of a Second Amendment to the Selective Development Consent Judgment in order to add 'Indoor Recreational Facility' and 'Instructional Center' as permitted uses for the subject property, known as Oak Pointe Plaza. The property is located on the east side of Novi Road south of Nine Mile Road, in Section 35.

SUBMITTING DEPARTMENT: Community Development, Planning

BACKGROUND INFORMATION: In 1988, the City and Selective Development entered into a consent judgment for the property that is now known as Oak Pointe Plaza, located on the east side of Novi Road, south of Nine Mile Road. The judgment states that the property can be developed and occupied with uses permitted under the B-1, Local Business zoning district as the zoning ordinance was written in 1988. The First Amendment to the Consent Judgment was approved in 1992 in order to add 'restaurant use' to the other uses that had been permitted in the B-1 District. The applicant is now requesting a Second Amendment to the Consent Judgment to allow two additional uses for the subject property: indoor recreational facility and instructional centers. These uses were not listed as permitted uses in the B-1 District in 1988, and are still not described as permitted in that district in the current version of the Zoning Ordinance.

Oak Pointe Plaza is a 51,375 square foot, 4-building shopping center built on a 7.5 acre site, which has now been split into four parcels (see attached location map). The proposed amendment is requested in order to allow 'Novi Play' at 22104 Novi Road. Novi Play proposes to use 15,500 square feet of the 20,500 square foot building that had previously been occupied by ACE Hardware. The facility would include an indoor play area, restaurant with approximately 80 seats, and two party rooms that could accommodate up to 90 kids. According to the current owner, the building has been vacant for over eleven years. The proposed use as a children's play center will provide an opportunity to repurpose the existing building with minimal change to the building, which has had the exterior renovated over the last year.

The attached memo addresses the following items in order to provide more information on the applicant's request and staff review:

1. Allowable use per the approved consent judgment
2. Consent judgment versus zoning ordinance: proposed use applicability
3. Impact of proposed 'Novi Play' Business on surrounding uses

4. Staff recommendation

Based on the review of the materials provided and the discussion with the applicant, it is staff's opinion that 'Novi Play' is a less intense use than some of the retail and restaurant uses which could occupy the site, and will have minor to no impact on the surrounding residential neighborhood or to the traffic along Novi Road. **Please refer to the memo to learn more about the impacts of Novi Play business on surrounding uses.** If approved by the City Council, the amendment would apply to all four properties within Oak Pointe Plaza that are governed by the Consent Judgment and would allow other recreational facilities that are not necessarily geared towards children. As the impacts of a different kind of recreation use are currently unknown, staff recommended the following conditions to be included in the Second Amendment to the Consent Judgment:

Indoor public or private recreation facilities and instructional uses shall be subject to the following conditions:

1. **The proposed indoor recreation use as described in the attached Exhibit C shall be permitted at 22104 Novi Road.**
2. **Any other future indoor recreational uses smaller than 2,000 square feet shall be considered a principal permitted use.**
3. **Any other future indoor recreational uses larger than 2,000 square feet shall be subject to the special land use requirements listed in 6.1.2.C of the Zoning Ordinance.**
4. **All such future uses shall be subject to requirements of Section 4.89 of Zoning Ordinance relating to service of alcoholic beverages.**
5. **No outside uses other than parking and loading shall be permitted.**

A copy of the proposed Second Amendment to Consent Judgment is attached for Council's review and approval. If the Council approves the amendment, the document will be finalized, entered with the Oakland County Circuit Court, and recorded against the property. The development would then proceed in the normal course for any development project subject to listed conditions in the amended judgment.

RECOMMENDED ACTION: Approval of a Second Amendment to the Selective Development Consent Judgment in order to add 'Indoor Recreational Facility' and 'Instructional Center' as permitted uses for the subject property, known as Oak Pointe Plaza, for the reasons provided in the staff review letter, and subject to approval of the final form of the Agreement by the City Manager's Office and the City Attorney, including any required amendments or revisions required by the Court for entry.

STAFF MEMO

MEMORANDUM



TO: PETE AUGER, CITY MANAGER
FROM: SRI RAVALI KOMARAGIRI, SENIOR PLANNER
THROUGH: BARBARA MCBETH, AICP, CITY PLANNER
SUBJECT: SECOND AMENDMENT TO SELECTIVE DEVELOPMENT V CITY OF NOVI
DATE: JANUARY 30, 2020

The owner of the property at 22104 Novi Road approached the Community Development Department to discuss a prospective tenant for his building. The subject



property is known as Oak Pointe Plaza. It is a 51,375 square foot 4-building shopping center built on a 7.5 acre site, split into four parcels. One of the four properties was recently acquired by a successor owner, Nova Oak Properties, LLC, in July 2018, who seeks to develop, or secure approval to allow a Private indoor recreational facility at this location.

In 1988, the City and the then-developer Selective Development entered into a consent judgement. The City of Novi Zoning map refers to Light Industrial for the subject property. However, the permitted uses for the subject property are determined by the Consent Judgment. The judgment indicates that the property can be developed with permitted uses under B-1 zoning as it existed in 1988. A copy of the list of uses is provided with the applicant's submittal packet. A first amendment in 1992 added a restaurant use. The original site plan for this shopping center was approved in 1992. A copy of

the plan is attached to this memo.

This memo addresses the following items in order to provide more information on applicant's request and staff review:

- 1. Allowable uses per the approved consent judgment
- 2. Consent judgment versus zoning ordinance: proposed use applicability
- 3. Impact of proposed 'Novi Play' Business on surrounding uses
- 4. Staff Recommendation

ALLOWABLE USES PER THE APPROVED CONSENT JUDGMENT

The consent judgment currently allows restaurant uses for the subject property. During initial discussions, the applicant suggested that the restaurant use could be considered as the primary use with the recreation use as an accessory use. Staff does not agree with this interpretation, because the recreation component and square footage for the proposed business is much larger than the restaurant use. As an alternative, the applicant suggested that the use can fall under 'other uses similar to those listed above' category. Staff disagrees with that interpretation as stated below.

The Zoning Ordinance often refers to a term 'others uses similar to those listed above' to allow uses that are not defined elsewhere in the ordinance but are similar to listed uses under each zoning district. While it is not the case in this instance, uses that are not defined or not similar to existing uses may be reviewed through the unlisted use determination process.

Instructional center could be categorized as 'other uses similar to those listed above' as it was not clearly identified as a use under any Zoning district in 1988 Ordinance. The only use that is similar to educational uses was listed in B-2 under 1988 Ordinance as listed below.

***B-2 Community Business:** Business schools and colleges or private schools operated for profit.*

However, that is not the case for the proposed use. Indoor recreational use cannot be considered 'other uses similar to those listed above', as it was clearly defined as permitted uses in districts other than the B-1 District in the 1988 Ordinance. Indoor recreation was a permitted use under B-2, Community Business District, and the RC, Regional Center Zoning District. TC, Town Center and I-1, Light Industrial also allow a form of indoor recreation facility. As a result, the Community Development staff did not believe that it had the authority to allow the use as part of its normal administration of the ordinance and judgment.

Listed below are few excerpts from 1988 Zoning Ordinance

- ***B-2, Community Business:** Bowling alley, billiard hall, indoor archery range, indoor tennis courts, indoor skating rink, or similar forms of indoor commercial recreation when, together with accessory uses such as off-street parking, they are located one hundred (100) feet from any adjacent residential district.*

- **I-1, Light Industrial:** Indoor tennis courts, roller skating rinks, and ice skating rinks when, together with accessory uses such as off-street parking, they are located at least one hundred (100) feet from any adjacent residential district.

- **TC, Town Center:** Commercial recreation facilities such as theaters, concert halls and similar uses

- Definition for Regional Center refers to recreational facilities in **Regional Center, RC district. Regional Center:** A commercial complex providing for general merchandise, apparel, furniture and home furnishings in depth and variety as well as a range of services and recreational facilities built around one or two full line department stores of not less than 100,000 square feet and containing not less than 400,000 square feet of gross leasable floor area overall.

CONSENT JUDGMENT VERSUS ZONING ORDINANCE: PROPOSED USE APPLICABILITY

The larger suite in the existing building is built for a large warehouse style uses. It was previously occupied by ACE Hardware. According to the current owner, it has been vacant for over eleven years. **The proposed amendment will provide an opportunity to repurpose the existing building with minimal change.** Staff reviewed the proposed uses in four different scenarios as listed below to review how it fits in these cases.

	Indoor Recreational Facility	Instructional Center
Local Business, B-1 (1988) <i>Allowed per Consent Judgment</i>	Not permitted	Falls under 'Other Uses' category
Local Business, B-1 (2020) <i>Recommended Future land use category</i>	Not permitted	<u>Permitted</u> , recognized as 'instructional center'

<p>Light Industrial, I-1 (1988)</p> <p><i>For reference to underlying zoning at the time of consent judgment</i></p>	<p><u>Permitted</u> if it is located at least one hundred (100) feet from any adjacent residential district. The subject property is located adjacent to residential district and is within 100 feet.</p>	<p>Not permitted</p>
<p>Light Industrial, I-1 (2020)</p> <p><i>For reference to underlying zoning at this time</i></p>	<p><u>Permitted</u> uses provided that such facilities or clubs do not exceed two-thousand (2,000) square feet in size.</p> <p>Subject to <u>Special land use</u> requirements if adjacent to a residential zoning district. The subject property is adjacent to residential zoning district across Novi Road.</p>	<p><u>Permitted</u> as private fitness facility if the instruction allows physical activities, such as martial arts or ballet</p>

If not regulated by the Consent Judgment, the applicant would have been allowed to occupy the premises for an indoor recreation center with a Special Land Use under the current Light Industrial ordinance requirements for the underlying zoning. ‘Novi Play’ in particular complies with the standards for a Special Land Use permit as listed in Section 6.1.1.C. The proposed amendment would provide an opportunity to allow ‘Novi Play’ as a permitted land use.

IMPACT OF PROPOSED ‘NOVI PLAY’ BUSINESS ON SURROUNDING USES

The proposed amendment to include ‘indoor recreation center’ is requested to allow ‘Novi Play’ at this location. Novi Play facility proposes to use 15,500 square feet of the 20,500 square foot building. The facility would include an indoor play area, restaurant with about 80 seats and two party rooms that could accommodate up to 90 kids. It also offers day camp and summer camp opportunities. The franchise is currently open in Rochester and there are plans to open another one in Grand Blanc. More details are provided in the information packet provided by the applicant which is attached to this memo.

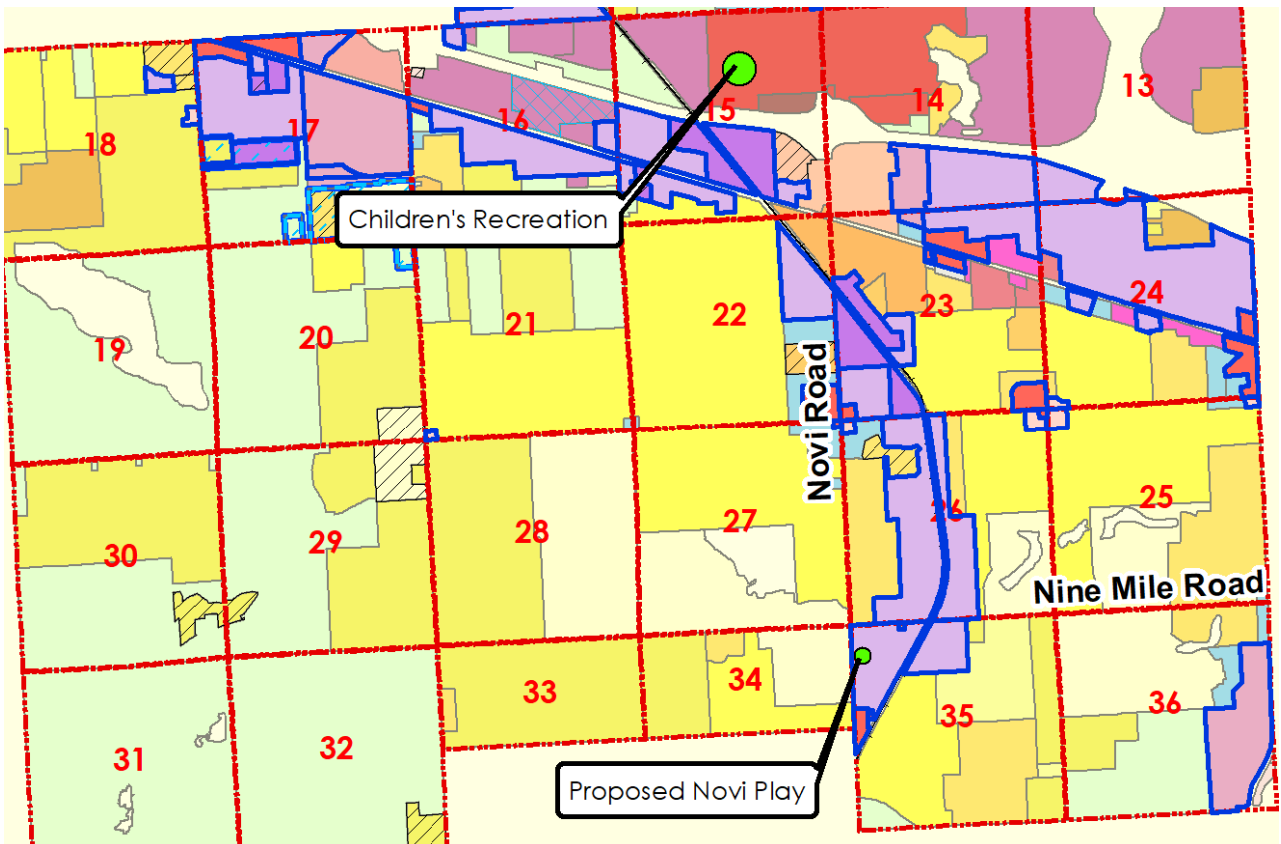
The subject property is surrounded by office and warehouse uses to the east and south, single family residential to the west across Novi Road, and multiple-family residential to the north across Nine Mile Road. The southern part of Novi is predominantly single family

residential. There is a narrow pocket of industrial zoning that is in existence due to the railroad. Many of these industrial properties are occupied by office and warehouse uses that are compatible with residential neighbors. A review of private recreational facilities in Novi indicates that there are not many indoor recreational areas that are specially targeting children from 1 to 12 years of age. Twelve Mile Crossing at Fountain Walk, north of Grand River Avenue across the freeway provides a few private recreational uses for younger children. **The proposed 'Novi play' at the current location could provide a useful service for the families in the surrounding area.** See the image below for context.

- **Current uses:** Oak Pointe Plaza has a mix of businesses ranging from retail, office and restaurants as noted in the table below. The hours of operation for the existing uses range from 8 am to 9 pm. Most of the businesses are closed on Sundays. The subject building is currently vacant. It was previously occupied by a Hardware store and restaurant and retail uses. Below is a list of current uses for consent judgment properties. It also lists how the uses are identified subject to consent judgment conditions. **'Novi Play' will be compatible with the current uses in the plaza**

Address	Current uses	Uses identified per 1988 B-1 uses together with a restaurant use
22264 Novi Road	Novi Home Design Center	
22240 Novi Road	CVS	Retail Business
	Frames Unlimited	Retail Business
	China Crown	Restaurant
	Bento 39 Japanese carry out	Restaurant
	Vacant space	
22104 Novi Road	Vacant: - Proposed Novi Play (indoor recreational and restaurant) - Proposed instructional center	Requires amendment
22002 Novi Road	Sylvan Learning,	Other uses
	Brazilian Jiu Jitsu	Other uses
	Dentist	Medical office

- **Traffic:** The existing businesses have varied hours of operation, but most of them are open between 8 am to 9 pm. Peak hour usages for each use varies throughout the day. Novi Play indicated that during weekdays, the peak hours are during 10 am to 2 pm and from 6 pm to 9 pm. It appears that the proposed use as a children's play center does not conflict with the rush hour traffic along Novi Road, which is typically weekdays between 6 am to 8 am and between 4 pm to 6 pm.



- **Parking:** As part of 1992 site plan approval, a minimum of 357 spaces were required for this shopping center and 363 spaces are provided. The minimum parking requirements at that time (1 space per 110 square feet of building area for the first 15,000 square feet and 1 space per 125 square feet of building area for areas greater than 15,000 square feet up to 450,000 square feet) were much higher the current standards (1 parking space per each 250 square feet of building area). There is ample parking available per the current standards. It appears that parking would not be a concern at this location. There is a shared parking agreement across the four parcels.
- **Outside uses:** One of the B-1 required conditions state that all business shall be conducted within enclosed building. The proposed floor plans currently do not

indicate outside recreation or uses. **The applicant confirmed that there will be no outside use other than parking and loading.**

- **Changes to the Site/Building:** The applicant completed exterior building renovations in August 2019. The proposed use is not proposing additional changes except for the business sign. No changes to the parking lot are proposed except replacing the top layer of Asphalt. The parking lot is proposed to be restriped as existing.
- **Alcohol Service:** The consent judgment does not explicitly exclude alcohol service at this location. **If a restaurant wants to serve alcohol, they would have to apply for special land use through building department.** The applicant indicated that in their 10 years of operations, they have never and do not currently serve alcohol but open to future consideration as that is a common restaurant and play center offering.

STAFF RECOMMENDATION

The applicant has provided a draft amendment to the consent judgment which is attached to the memo. The revised draft includes this statement on Page 5.

Upon completion, said development shall be utilized solely for uses permitted within the B-1 local business district, together with the restaurant use, pursuant to the City of Novi Zoning Ordinance No. 84-18, as amended as of October 18, 1988 as well as public or private recreation facilities and instructional centers.

Staff recommends allowing instructional centers as a permitted use as it fits the intent of the B-1, Local Business district and is a permitted use under the current Ordinance requirements.

Staff has some concerns with allowing all types of recreational facilities at this location without further review of respective impacts. Based on our preliminary review, it is staff's opinion that 'Novi Play' is a less intense use which will have minor to no impact on the surrounding residential neighborhood or on the traffic along Novi Road. Please refer to the **bold and underline** statements in this memo that support the request. Novi play appears to be a good fit for the current location. However, there are other recreational uses that could target an older age group, proposes later hours of operation or serve alcohol that could significantly impact the surrounding areas, especially the residential neighborhood. For example, uses such as an indoor go-karting place or a pool house can be intrusive.

The proposed amendment is requested by the applicant in order to allow 'Novi Play' at 22104 Novi Road. However, the amendment if approved 1) would apply to all four properties and 2) would apply to other recreational facilities that are not necessarily geared towards children.

Staff recommends that future uses should be reviewed on an individual basis. As the impacts of a different kind of recreation use are currently unknown, staff recommends the following changes in **bold and underline** to the language. Staff comments are provided in *italics*:

Upon completion, said development shall be utilized solely for uses permitted within the B-1 local business district, together with the restaurant use, pursuant to the City of Novi Zoning Ordinance No. 84-18, as amended as of October 18, 1988 as well as indoor public or private recreation facilities and instructional centers.

Indoor public or private recreation facilities shall be subject to the following conditions:

1. **The proposed indoor recreation use as described in the attached Exhibit C shall be permitted at 22104 Novi Road.**
2. **Any other future indoor recreational uses smaller than 2,000 square feet shall be considered a principal permitted use.**
3. **Any other future indoor recreational uses larger than 2,000 square feet shall be subject to the special land use requirements listed in 6.1.2.C of the Zoning Ordinance.**
4. **All such future uses shall be subject to requirements of Section 4.89 of Zoning Ordinance relating to service of alcoholic beverages.**
5. **No outside uses other than parking and loading shall be permitted.**

If the City Council approves the request to amend as presented by the staff, the City Manager and the City attorney's office will work with the applicant's attorney to make necessary changes administratively prior to recordation.

MAPS

Location

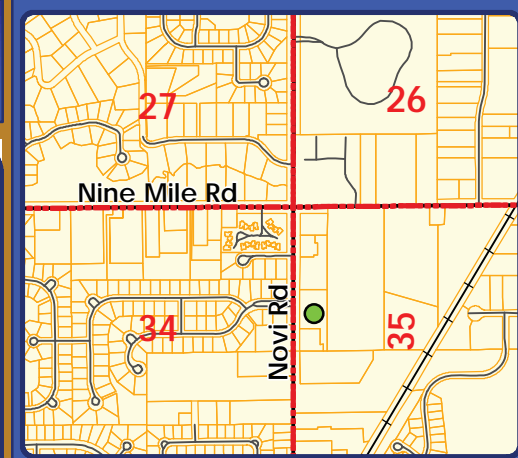
Zoning

Future Landuse

Natural Features


OAK POINTE PLAZA: NOVI PLAY

Location




LEGEND

- Sections
- Subject Property
- Properties subject to consent judgement

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

Map Author: Sri Komaragiri
Date: 01/16/20
Oak Pointe Plaza: Novi Play
Version #: 1

0 55 110 220 330 Feet
1 inch = 250 feet

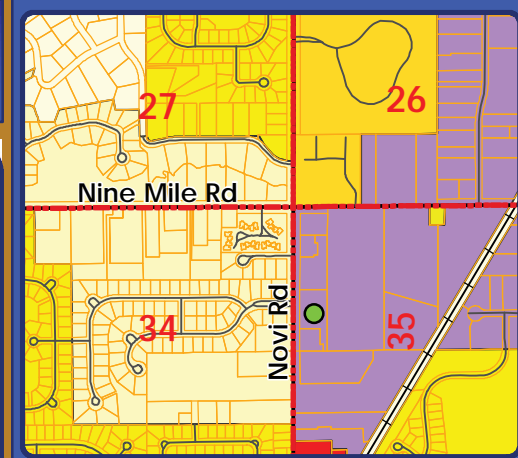
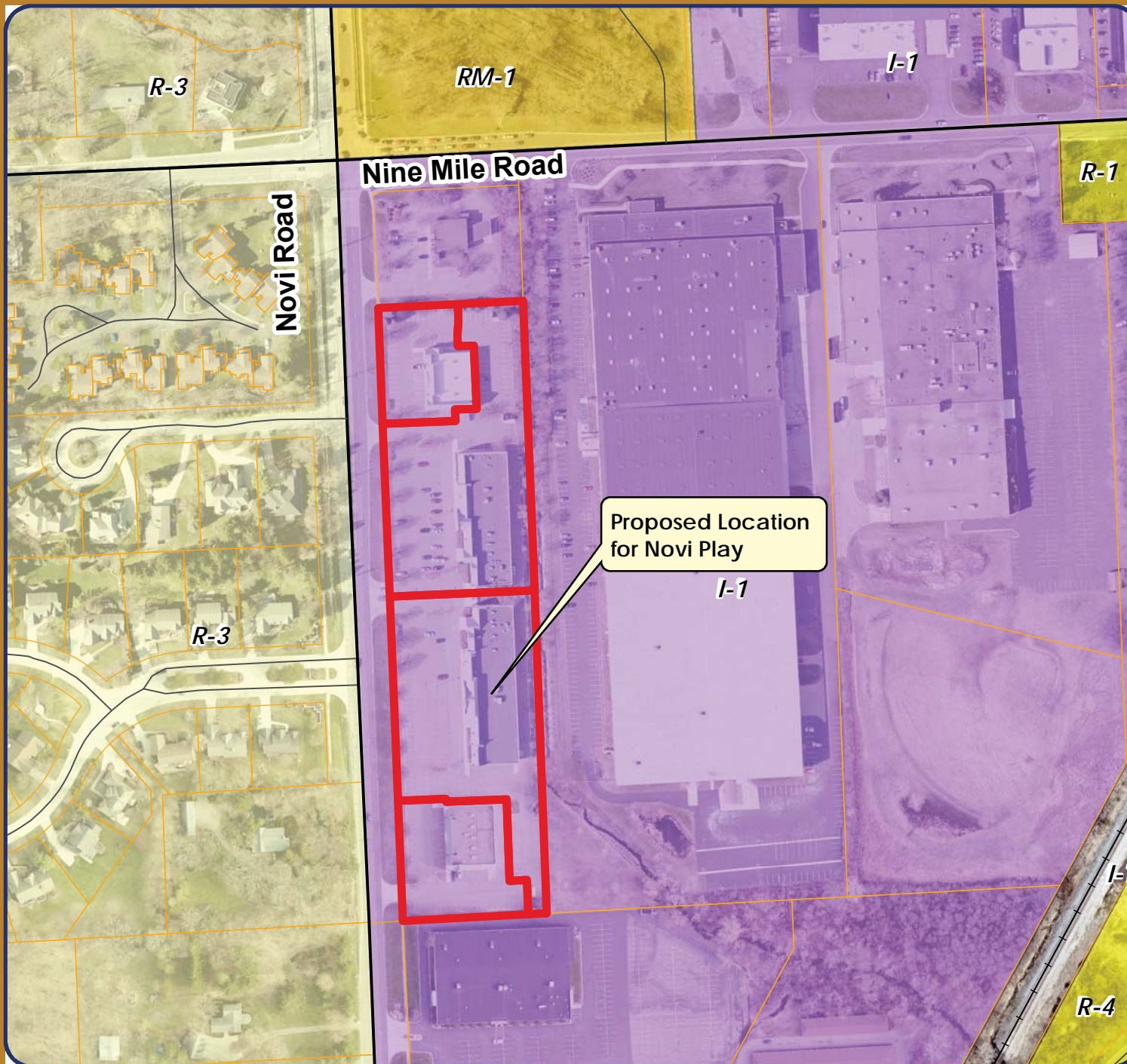


MAP INTERPRETATION NOTICE

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.


OAK POINTE PLAZA: NOVI PLAY

Zoning




LEGEND

- Sections
- R-1: One-Family Residential District
- R-3: One-Family Residential District
- R-4: One-Family Residential District
- RM-1: Low-Density Multiple Family
- B-3: General Business District
- I-1: Light Industrial District
- Subject Property
- Properties subject to consent judgement

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

Map Author: Sri Komaragiri
Date: 01/16/20
Oak Pointe Plaza: Novi Play
Version #: 1

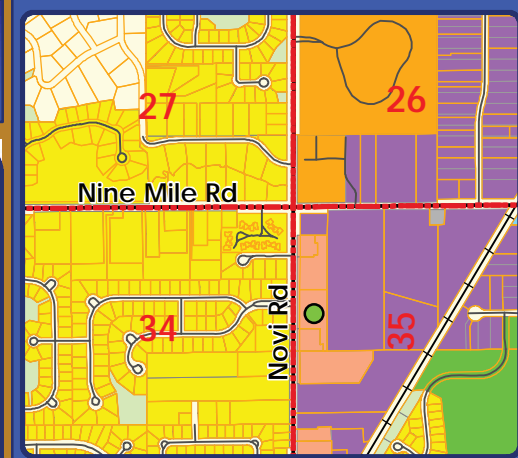
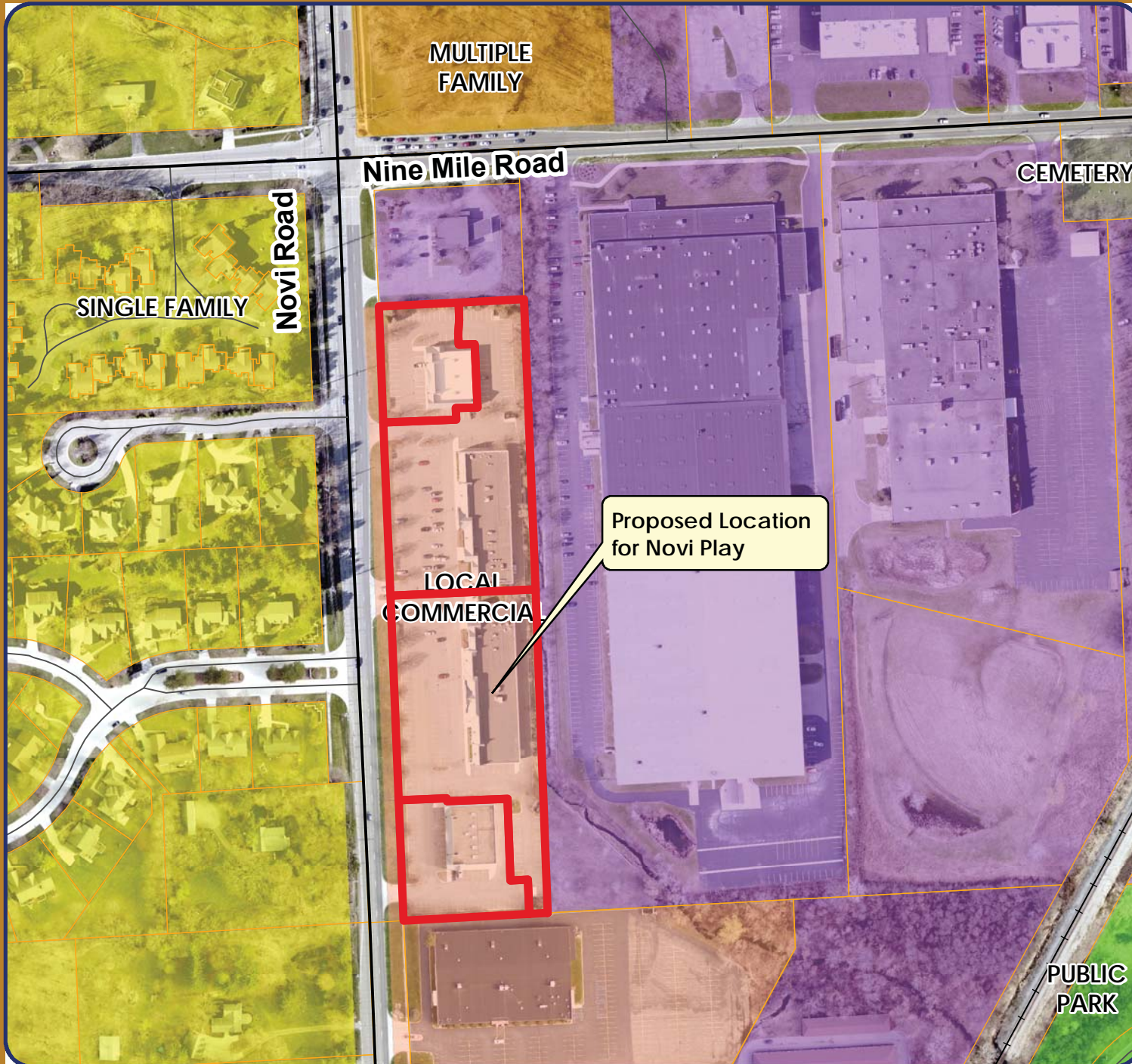
0 55 110 220 330 Feet
1 inch = 250 feet



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.

OAK POINTE PLAZA: NOVI PLAY

Future Land Use



LEGEND

- Sections
- FUTURE LAND USE**
- Single Family
- Multiple Family
- Industrial RD Tech
- Local Commercial
- Public
- Public Park
- Private Park
- Cemetery
- Subject Property
- Properties subject to consent judgement



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

Map Author: Sri Komaragiri
Date: 01/16/20
Oak Pointe Plaza: Novi Play
Version #: 1

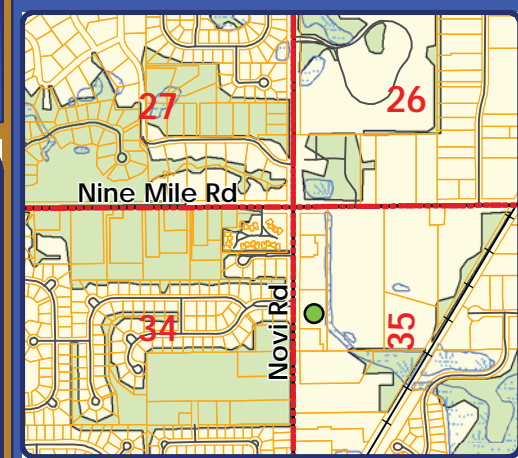


MAP INTERPRETATION NOTICE

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.

OAK POINTE PLAZA: NOVI PLAY

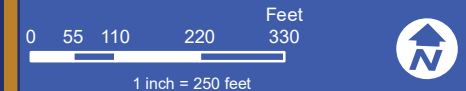
Natural Features



- LEGEND**
- Sections
 - WETLANDS
 - WOODLANDS
 - Subject Property
 - Properties subject to consent judgement

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

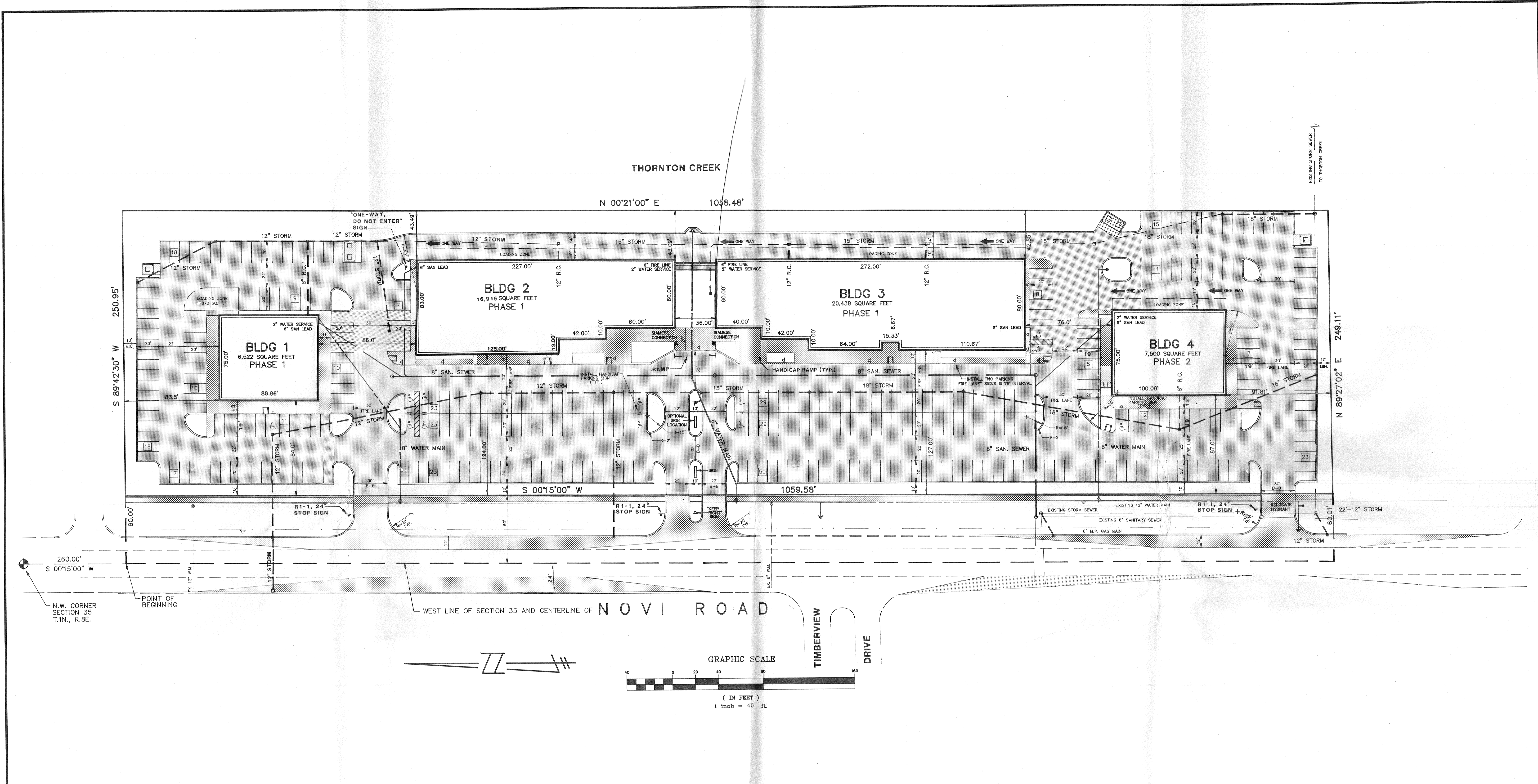
Map Author: Sri Komaragiri
Date: 01/16/20
Oak Pointe Plaza: Novi Play
Version #: 1



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.

1992: Approved Site Plan



FIRE DEPARTMENT NOTES

- All fire hydrants and water mains shall be installed and in service prior to above foundation building construction as each phase is built.
- All weather access roads capable of supporting a minimum load of 25 tons shall be installed to provide access to all fire hydrants and buildings prior to above foundation construction.
- Building addresses shall be posted facing the street during all phases of construction. Addresses shall be a minimum of three inches in height on a contrasting background.
- Provide 4-8" diameter concrete filled steel posts 48" above finish grade at each hydrant.
- Fire lanes shall be posted with "Fire Lane - No Parking" signs in accordance with Ordinance #85.99.02.

PARKING REQUIREMENTS

Building Areas: 51,375 S.F.
 Usable Areas: 51,000 x 0.80 = 41,100 S.F.
 15,000 S.F./110 = 136.4
 26,100 /125 = 208.8
 P.H. Spaces = 12.0

TOTAL SPACES REQUIRED: 357 SPACES
 TOTAL SPACES PROVIDED: 363 SPACES

LOADING AREA REQUIRED: 6,860 S.F.
 LOADING AREA PROVIDED: 6,860 S.F.

Topographic and boundary survey information provided by Raymond J. Donnelly & Associates on plan no. 86181 dated 8-28-86. Novi Road update survey is provided by Millettics and Associates on December 1, 1990.

SOILS CLASSIFICATION

Soils classifications were determined from the Soil Survey of Oakland County, Michigan published by the United States Department of Agriculture, Soil Conservation Service.

Soil Types:

32B- Blount loam, 0-4% slopes
 Hydrologic Group: C

36A- Metamora sandy loam, 0-3% slopes
 Hydrologic Group: B

48- Gilford sandy loam, nearly level
 Hydrologic Group: B

BENCH MARKS

Bench Mark No. 1
 Arrow on fire hydrant located 100 feet south of the north property line on the east side of Novi Road.
 Elevation: 848.68 USGS DATUM

Bench Mark No. 2
 Arrow on fire hydrant located 50 north of the south property line on the east side of Novi Road.
 Elevation: 840.54 USGS DATUM

LEGEND

100.0

 EXISTING ELEVATIONS

 EXISTING CONTOURS

 EXISTING STORM SEWER

 EXISTING SANITARY SEWER

 EXISTING WATER MAIN

 PROPOSED ELEVATIONS

 PROPOSED STORM SEWER

 PROPOSED SANITARY SEWER

 PROPOSED WATER MAIN

 FLOW ARROWS

BEFORE YOU DIG
 CALL MISS DIG
 800-482-7171
 (TOLL FREE)

UTILITY WARNING

UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.

A MINIMUM OF 48 HOURS PRIOR TO BEGINNING CONSTRUCTION THE CONTRACTOR SHALL NOTIFY MISS DIG AND HAVE ALL UNDERGROUND UTILITIES STAKED BEFORE ANY WORK CAN BEGIN.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

REVISIONS		
NO.	ITEM	DATE
1.	PER CITY ENG. REVIEW	2-7-91
2.	ADD SIGNS PER TRAF. ENG.	3-7-91
3.	ADD PASSING LANE	4-30-91
4.	REV. BLDG. NO. 2	7-9-92
5.	REV. PER CITY	8-5-92
6.	ADD TAPER PER R.C.O.C.	9-8-92
7.	MOVE C.B.'S 3-6	11-27-92

SCALE: 1" = 40'
 DATE: JAN 1991
 JOB NO.: 90-097
 DWG FILE: SITEPLAN
 DRAWN BY: DLB
 CHECK: CS
 SHEET: 1

COMPOSITE PLAN
OAKPOINTE PLAZA
 SECTION 35
 CITY OF NOVI
 OAKLAND COUNTY, MICHIGAN

SEIBER, KEAST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 40000 GRAND RIVER AVENUE SUITE 110 NOVI, MI 48375
 (313) 473-7880

MILLETICS AND ASSOCIATES
 LAND SURVEYORS
 (313) 473-7880

RAN FOR FIELD 11/9/92

DRAFT AMENDMENT TO THE CONSENT JUDGMENT
(Clean)

IN THE STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

SELECTIVE DEVELOPMENT,
a Michigan corporation

Plaintiff,

Case No. 87-329917-CZ
Hon.

NOVA OAK POINTE PROPERTIES OF
NOVI, LLC,

Successor-in-interest Plaintiff, as to certain
property

vs.

CITY OF NOVI, a Michigan municipal
corporation

Defendant.

LANDRY, MAZZEO & DEMBINSKI PC
DAVID B. LANDRY (P32055)
Attorneys for Plaintiff
37000 Grand River Ave., Ste 200
Farmington Hills, MI 48335

ROSATI, SCHULTZ, JOPPICH &
AMTSBUECHLER PC
THOMAS R. SCHULTZ (P42111)
Attorneys for Defendant
27555 Executive Dr., Ste 250
Farmington Hills, MI 48331

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.

37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

SECOND AMENDED JUDGMENT

At a session of said court held in
the City of Pontiac, County of Oakland,
State of Michigan on _____

PRESENT: HON. _____
Circuit Court Judge

Upon Stipulation and consent of the parties, this Court finds:

1. This matter originally having come before the Court for trial on February 19, May 10,12, and 13, June 13, June 30 and July 11, 1988;
2. The Court having issues a written opinion on July 27, 1988;
3. The Court having entered its judgment on October 18, 1988. A copy of the Judgment is attached hereto as Exhibit "A";
4. Pursuant to the terms of the original Judgment, Plaintiff, Selective Development company, is permitted to construct a commercial convenience center, allowing all uses permitted in the B-1 local business district, together with restaurant use, including a grocery store, pursuant to the City of Novi Zoning Ordinance No. 84-18, as amended through the date of the Judgment;
5. The Court having maintained continuing jurisdiction in this matter;
6. The parties subsequently modified the original October 18, 1988 Judgment by way of an Amended Judgment entered by the Court on September 18, 1992;
7. A part of the property covered by this Amended Judgment (the building and parcel designated as 22104 Novi Road) having since been acquired by Nova Oak Pointe Properties of Novi, LLC;
8. Nova and the City having determined to further amend the original Judgment of October 18, 1988 and the Amended Judgment of September 18, 1992 by entry of this Second Amended Judgment which shall supersede both the original Judgment and the Amended Judgment;
9. The Defendant City of Novi having approved entry of this Second Amended Judgment on _____;

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.

37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

10. The parties' agree that the operative provisions of this Second Amended Judgment are promises made by each of them to the extent that these provisions are applicable to their respective actions.

NOW THEREFORE, IT IS HEREBY DECLARED, ORDERED AND ADJUDGED:

- A. Plaintiff shall have the right to develop the property in accordance with the attached Exhibit "B". Exhibit "B" is the Final Site Plan for the "Oakpointe Plaza", further identified as SP-9104E, dated January, 1991 as amended through September, 1992, which shall be treated by the parties as an approved Final Site Plan. Provided, that Plaintiff shall construct a passing lane on the west side of Novi Road opposite the southern-most driveway of the development at such time as the warrants are met under the standards of the Oakland County Road Commission.
- B. The City of Novi, its agents, servants and employees, are hereby enjoined from interfering with the Plaintiff's proposed use of the subject property in accordance with said Final Site Plan, provided, Plaintiff shall obtain all necessary permits for said development required by applicable codes, ordinances, statutes and other laws, and shall submit the required applications and fees therefor. Where approval of any such permit is within the jurisdiction of the City of Novi said approval shall not be unreasonably withheld, conditioned or delayed.
- C. The City of Novi and Plaintiff understand that floor space in the buildings to be constructed on the Land is intended by Plaintiff to be leased to tenants, and that the needs of individual tenants will vary relative to the floor plan leased space and location of windows, below the canopy of exterior demising walls. Consequently, modifications to the buildings on the Land to satisfy the needs of such tenants relative to those elements may be made by written request to the Plaintiff and the written approval of the

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.

37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

City's Planning consultant, without the necessity of amending this Second Amended Judgment, which approval shall not be unreasonably delayed or withheld provided the request is consistent with the spirit and intent of this Second Amended Judgment. Provided further, such modifications shall not alter the building footprints, the facade materials or the architectural form of the buildings on the Land as depicted in Exhibit "B", and all tenants signage shall comport with applicable sign regulations as provided in Paragraph D.

D. The city of Novi shall grant Plaintiff, its contractors and subcontractors all city permits and authorizations necessary to develop the Land in accordance with this Second Amended Judgment, including those necessary to bring electricity, telephone, gas, cable television, water, and sewer to the Land and to construct all such utilities on the Land, provided Plaintiff has made all requisite filings and submissions and has paid the required fees. This shall not relieve Plaintiff from obtaining all necessary approvals, permits, and authorizations from applicable utilities, and governmental agencies other than the city of Novi and its boards, commissions, staff and consultants. The City of Novi shall not unreasonably delay in providing or issuing its permits, authorizations and submissions required in connection with the development and use of the Land in accordance with this Second Amended Judgment. The city of Novi, the City Engineer and those city officials, employees, and agents of the City of Novi who have the responsibility for approving plans submitted to them shall approve such engineering, construction, and other Plans submitted by the Plaintiff which comply with this Second Amended Judgment and other applicable City Code requirements, subject to the provisions of Paragraph E hereof. As a condition to receiving permits for construction upon the Land, construction plans must be submitted and approved by the City in

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.

37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

accordance with the state Construction Code, as enforced in the City of Novi pursuant to Chapter 7, Article II of the Novi Code of Ordinances in effect of on the date of this Second Amended Judgment. As a condition to receiving permits for signage on the Land, application for sign permits shall be submitted to and approved by the City of Novi Department of Building and Safety in accordance with Chapter 28. For purposes of applying Chapter 28, the Land shall be a “business district”.

E. Future amendments to the city’s Zoning Ordinance or other regulatory ordinances after October 18, 1988 shall not apply to prohibit development of the Land as provided in this Second Amended Judgment.

F. Upon completion, said development shall be utilized solely for uses permitted within the B-1 local business district, together with the restaurant use, pursuant to the City of Novi Zoning Ordinance No. 84-18, as amended as of October 18, 1988. In addition, public or private indoor recreation facilities and instructional centers shall be permitted, subject the following:

1. The proposed indoor recreation use as described in the attached Exhibit C for shall be permitted at 22104 Novi Road.
2. Any other future indoor recreational uses smaller than 2,000 square feet shall be considered a principal permitted use.
3. Any other future indoor recreational uses larger than 2,000 square feet shall be subject to the special land use requirements listed in 6.1.2.C of the Zoning Ordinance.
4. All such future uses shall be subject to requirements of Section 4.89 of Zoning Ordinance relating to service of alcoholic beverages.
5. No outside uses other than parking and loading shall be permitted.

G. It is further ordered and adjudged that this Second Amended Judgment is binding upon the parties, their heirs, successors and assigns. The obligations contained in this Second Amended Judgment shall run with the Land. A copy of this Second Amended Judgment

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.
37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

shall be recorded with the Oakland County Register of Deeds. Nova Oak Pointe Properties of Novi, LLC is hereby added to this case for the purpose of entry into this Second Amended Judgment and shall be designated as a "Successor-in-interest Plaintiff as to Certain Property." The Court retains jurisdiction to interpret and enforce the terms and conditions of this Second Amended Judgment, reconcile any differences between the parties that may arise relating to performance of the terms of this Second Amended Judgment, assure there is no unreasonable delay in the issuance of building or constructions permits or certificates of occupancy, and assure compliance by Plaintiff with all permits issued by the City.

Circuit Judge

APPROVED AS TO FORM AND CONTENT:

David B. Landry (P32055)
Attorneys for Plaintiff

Thomas R. Schultz (P42111)
Attorneys for Defendant

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.

37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

DRAFT AMENDMENT TO THE CONSENT JUDGMENT
(Staff redline version)

IN THE STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

SELECTIVE DEVELOPMENT,
a Michigan corporation

Plaintiff,

Case No. 87-329917-CZ

Hon. [Edward Sosnick](#)

[NOVA OAK POINTE PROPERTIES OF
NOVI, LLC,](#)

[Successor-in-interest Plaintiff, as to certain
property](#)

vs.

CITY OF NOVI, a ~~M~~Michigan municipal
corporation

Defendant.

~~JOSEPH F. GALVIN (P-13821)-
LEROY L. ASHER (P-37972)-
Attorneys for Plaintiff
MILLER, CANFIELD, PADDOCK and
STONE 150 West Jefferson, Suite 2500
Detroit, MI 48226
(313) 963-6420~~

[LANDRY, MAZZEO & DEMBINSKI PC
DAVID B. LANDRY \(P32055\)
Attorneys for Plaintiff
37000 Grand River Ave., Ste 200
Farmington Hills, MI 48335](#)

~~DAVID M. FRIED (P-13710)-
DENNIS WATSON (P-31300)-
Attorneys for Defendant
FRIED AND LEVITT, P.C.
30700 Telegraph, Suite 3665
Bingham Farms MI 48025
(313) 645-1003~~

[ROSATI, SCHULTZ, JOPPICH &
AMTSBUECHLER PC](#)

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.

37000 GRAND RIVER AVE
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

THOMAS R. SCHULTZ (P42111)
Attorneys for Defendant
27555 Executive Dr., Ste 250
Farmington Hills, MI 48331

SECOND AMENDED JUDGMENT

At a session of said court held in
the City of Pontiac, County of Oakland,
State of Michigan on _____

PRESENT: HON. _____
Circuit Court Judge

Upon Stipulation and consent of the parties, this Court finds:

1. This matter originally having come before the Court for trial on February 19, May 10, 12, and 13, June 13, June 30 and July 11, 1988;
2. The Court having issues a written opinion on July 27, 1988;
3. The Court having entered its judgment on October 18, 1988. A copy of the Judgment is attached hereto as Exhibit "A";
4. Pursuant to the terms of the original Judgment, Plaintiff, Selective Development company, is permitted to construct a commercial convenience center, allowing all uses permitted in the B-1 local business district, together with restaurant use, including a grocery store, pursuant to the City of Novi Zoning Ordinance No. 84-18, as amended through the date of the Judgment;
5. The Court having maintained continuing jurisdiction in this matter;
6. The parties ~~wish to~~subsequently modify the original October 18, 1988 Judgment by way of and this Amended Judgment ~~shall supersede it~~entered by the Court on September 18, 1992;

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.

37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

7. A part of the property covered by this Amended Judgment (the building and parcel designated as 22104 Novi Road) having since been acquired by Nova Oak Pointe Properties of Novi, LLC;

~~6-8.~~ The parties Nova and the City wish having determined to further amend the original Judgment of October 18, 1988 and the Amended Judgment of September 18, 1992 by entry of this Second Amended Judgment which shall supersede both the original Judgment and the Amended Judgment;

~~7-9.~~ The Defendant City of Novi having approved entry of this Second Amended Judgment on July 27, 1992_____;

~~8-10.~~ The parties' agree that the operative provisions of this Second Amended Judgment are promises made by each of them to the extent that these provisions are applicable to their respective actions.

NOW THEREFORE, IT IS HEREBY DECLARED, ORDERED AND ADJUDGED:

- A. Plaintiff shall have the right to develop the property in accordance with the attached Exhibit "B". Exhibit "B" is the Final Site Plan for the "Oakpointe Plaza", further identified as SP-9104E, dated January, 1991 as amended through September, 1992, which shall be treated by the parties as an approved Final Site Plan. Provided, that Plaintiff shall construct a passing lane on the west side of Novi Road opposite the southern-most driveway of the development at such time as the warrants are met under the standards of the Oakland County Road Commission.
- B. The City of Novi, its agents, servants and employees, are hereby enjoined from interfering with the Plaintiff's proposed use of the subject property in accordance with said Final Site Plan, provided, Plaintiff shall obtain all necessary permits for said development required by applicable codes, ordinances, statutes and other laws, and shall

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.
37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

submit the required applications and fees therefor. Where approval of any such permit is within the jurisdiction of the City of Novi said approval shall not be unreasonably withheld, conditioned or delayed.

- C. The City of Novi and Plaintiff understand that floor space in the buildings to be constructed on the Land is intended by Plaintiff to be leased to tenants, and that the needs of individual tenants will vary relative to the floor plan leased space and location of windows, below the canopy of exterior demising walls. Consequently, modifications to the buildings on the Land to satisfy the needs of such tenants relative to those elements may be made by written request to the Plaintiff and the written approval of the City's Planning consultant, without the necessity of amending this [Second](#) Amended Judgment, which approval shall not be unreasonably delayed or withheld provided the request is consistent with the spirit and intent of this [Second](#) Amended Judgment. Provided further, such modifications shall not alter the building footprints, the facade materials or the architectural form of the buildings on the Land as depicted in Exhibit "B", and all tenants signage shall comport with applicable sign regulations as provided in Paragraph D.
- D. The city of Novi shall grant Plaintiff, its contractors and subcontractors all city permits and authorizations necessary to develop the Land in accordance with this [Second](#) Amended Judgment, including those necessary to bring electricity, telephone, gas, cable television, water, and sewer to the Land and to construct all such utilities on the Land, provided Plaintiff has made all requisite filings and submissions and has paid the required fees. This shall not relieve Plaintiff from obtaining all necessary approvals, permits, and authorizations from applicable utilities, and governmental agencies other than the city of Novi and its boards, commissions, staff and consultants. The City of

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.

37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

Novi shall not unreasonably delay in providing or issuing its permits, authorizations and submissions required in connection with the development and use of the Land in accordance with this [Second](#) Amended Judgment. The city of Novi, the City Engineer and those city officials, employees, and agents of the City of Novi who have the responsibility for approving plans submitted to them shall approve such engineering, construction, and other Plans submitted by the Plaintiff which comply with this [Second](#) Amended Judgment and other applicable City Code requirements, subject to the provisions of Paragraph E hereof. As a condition to receiving permits for construction upon the Land, construction plans must be submitted and approved by the City in accordance with the state Construction Code, as enforced in the City of Novi pursuant to Chapter 7, Article II of the Novi Code of Ordinances in effect of on the date of this [Second](#) Amended Judgment. As a condition to receiving permits for signage on the Land, application for sign permits shall be submitted to and approved by the City of Novi Department of Building and Safety in accordance with Chapter 28. For purposes of applying Chapter 28, the Land shall be a “business district”.

E. Future amendments to the city’s Zoning Ordinance or other regulatory ordinances after October 18, 1988 shall not apply to prohibit development of the Land as provided in this [Second](#) Amended Judgment.

F. Upon completion, said development shall be utilized solely for uses permitted within the B-1 local business district, together with the restaurant use, pursuant to the City of Novi Zoning Ordinance No. 84-18, as amended as of October 18, 1988. In addition, as well as public or private indoor recreation facilities and instructional centers shall be permitted, subject the following:-

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.
37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

1. The proposed indoor recreation use as described in the attached Exhibit C for “Novi Play” shall be permitted at 22104 Novi Road.
2. Any other future indoor recreational uses smaller than 2,000 square feet shall be considered a principal permitted use.
3. Any other future indoor recreational uses larger than 2,000 square feet shall be subject to the special land use requirements listed in 6.1.2.C of the Zoning Ordinance.
4. All such future uses shall be subject to requirements of Section 4.89 of Zoning Ordinance relating to service of alcoholic beverages.
5. No outside uses other than parking and loading shall be permitted.

~~F.~~ It is further ordered and adjudged that this Second Amended Judgment is binding upon the parties, their heirs, successors and assigns. The obligations contained in this Second Amended Judgment shall run with the Land. A copy of the Second Amended Judgment shall be recorded with the Oakland County Register of Deeds. Nova Oak Pointe Properties of Novi, LLC is hereby added to this case for the purpose of entry into this Second Amended Judgment and shall be designated as a "Successor-in-interest Plaintiff as to Certain Property."

G. The Court retains jurisdiction to interpret and enforce the terms and conditions of this Second Amended Judgment, reconcile any differences between the parties that may arise relating to performance of the terms of this Second Amended Judgment, assure there is no unreasonable delay in the issuance of building or constructions permits or certificates of occupancy, and assure compliance by Plaintiff with all permits issued by the City.

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.

37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

Edward Sosnick, Circuit Judge

APPROVED AS TO FORM AND CONTENT:

David B. Landry (P32055)
Attorneys for Plaintiff

Thomas R. Schultz (P42111)
Attorneys for Defendant

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.

37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

APPLICANT SUBMITTAL PACKET

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

January 8, 2020

VIA EMAIL
tschultz@rsjalaw.com

Thomas Schultz
Attorney at Law
27555 Executive Dr., Ste. 250
Farmington Hill, MI 48331

RE: Proposed Second Amended Judgment
Oak Pointe Plaza
By: Nova Oak Pointe Properties, LLC
Our File No.: DID 27412

Dear Mr. Schultz:

I have been retained by Nova Oak Pointe Properties, LLC (hereinafter Nova) to represent them in seeking approval from the City of Novi for the operation of the business "Novi Play", within a building owned by Nova which is part of a strip commercial/retail center at Oak Pointe Plaza in Novi. The Oak Pointe Plaza was originally developed in the early 1990's and its approval and development was the subject of a lawsuit entitled *Selective Development v City of Novi*, Oakland County Civil Action No. 87-329-917-CZ. A trial was conducted in that lawsuit and a judgment was entered on October 18, 1988. The parties, including the City of Novi, voluntarily entered into an Amended Judgment (in effect a Consent Judgment) on September 18, 1992 which has governed the development of Oak Pointe Plaza ever since. (attached hereto as Exhibit A is a copy of the Amended Judgment). Thus, while the area in which Oak Pointe Plaza is located is currently zoned I-1, Light Industrial, its development and use is controlled by the Amended Judgment of September 8, 1992. Pursuant to the terms of the Amended Judgment, Paragraph F: "Upon completion, said development shall be utilized solely for uses permitted within the B-1 Local Business District together with restaurant use, pursuant to the City of Novi's Zoning Ordinance No. 84-18, as amended as of October 18, 1998." (Exhibit A, Paragraph F).

LANDRY, MAZZEO & DEMBINSKI, P.C.

January 8, 2020

Page 2

Moreover, Paragraph E of the Amended Judgment provides: "Future amendments to the City's Zoning Ordinance or other regulatory ordinances after October 18, 1998, shall not apply to prohibit development of the land as provided in this Amended Judgment." (Exhibit A, Paragraph E).

I have attached hereto as Exhibit B what I believe is the portion of the Novi Zoning Ordinance of 1988 regarding the B-1 Local Business District. Approved uses include "retail uses which supply commodities on the premises... personal services establishments...business establishments that perform services on the premises...personal services..." as well as "*other uses similar to the above uses.*"

We believe that the use in question, Novi Play, qualifies as a "use similar to the above uses" as set forth in the 1988 ordinance regarding B-1 uses. In discussing this matter with the City's Planning Department and yourself, the City feels that the best way to address this matter is for Nova to seek approval for entry of a Second Amended Judgment to remove all doubt and create a clear record as to the use. Accordingly, we submit this request to you and City of Novi.

The Oak Pointe Plaza has undergone considerable change in tenants in the 32 years since 1988. Attached hereto as Exhibit C is a site plan for the property. The Plaza consists of four separate buildings. The only consistent use has been the CVS Pharmacy in the second building from the north. Nova purchased the third building from the north which is currently completely vacant. This building was formerly occupied by a hardware store, a Pizza Hut restaurant, a Chiropractic office, an eye care center and a cleaners. The large tenant space previous occupied by the hardware store has been vacant for many years. Since purchasing this building Nova has invested significant dollars in upgrading the façade of the entire building. The improvement is evident. The continued improvement of the entire plaza is, of course, dependent on obtaining successful occupants as tenants. Novi Play presents exactly that opportunity.

I have attached as Exhibit D a communication from Advanced Management Solutions Group, LLC, to the City Planning Department describing the nature of Novi Play's use. I have also attached as part of Exhibit D a power point presentation describing Novi Play and the success it has achieved at its other locations in Rochester and Grand Blanc. As you can see, Novi Play is not a daycare center. It is combination of a restaurant with a large play area for smaller children ages 1-12. Each child must be accompanied by an adult. The restaurant portion also provides for children's parties in what are referred to as small "banquet rooms".

LANDRY, MAZZEO & DEMBINSKI, P.C.

January 8, 2020

Page 3

The issue at hand arises because of the difficulty of categorizing the nature of the Novi Play use. Clearly, it includes a "restaurant use" which is specifically allowed under Paragraph F of the Amended Judgment. The additional use may be considered "indoor recreation". The irony of such a categorization is that "public or private indoor recreation facilities" are a principal permitted use in the current I-1 zoning district in which the Oak Pointe Plaza is located. Therefore, if Oak Pointe Plaza was being developed today, Novi Play would be a principal permanent use in that district.

In considering the proposed Second Amended Judgment what we see is that "restaurant" use was specifically provided for in the Amended Judgment entered 28 years ago and "indoor recreation" is what the currently zoning ordinance allows. Therefore, what is being proposed in the Second Amended Judgment harmonizes both the Amended Judgment and the current vision of the City of Novi.

During our informal discussions, I inquired as to how the approval of the uses that currently occupy the southern most building of Oak Pointe Plaza were obtained. Specifically, the southern most building is currently occupied by a dental office, a martial arts instructional center and a Sylvan Learning Instructional Center. Instructional centers were not specifically identified as principal permitted uses in the B-1 zone in the 1998 zoning ordinance. Thus, how were they approved? These uses are a principal permitted use in the current B-1 zoning ordinance but they were not permitted uses in the 1988 zoning ordinance as set forth in the Amended Judgment. Therefore, in an attempt to clarify this, we have added "instructional centers" as additional permitted uses in our proposed Second Amended Judgment. We believe this would, again, harmonize the intention of the Amended Judgment with the current zoning ordinance provisions and allow for the Oak Pointe Plaza to be successful for many years to come. Indeed, the additional uses set forth in the Second Amended Judgment, "instructional centers" and "indoor recreation center" are compatible with the existing uses at Oak Pointe Plaza, as well as the uses which Novi's current zoning ordinance envisions. Such uses in no way are detrimental or contrary to the intention of the Amended Judgment.

It is important to recognize that the Amended Judgment specifically states in Paragraph E "future amendments to the City's zoning ordinance or other regulatory ordinances after October 18, 1998 shall not apply to *prohibit development of the land as provided in this Amended Judgment.*" Therefore, as long as the uses specifically provided for in the Amended Judgment are not prohibited, the Amended Judgment does not preclude additional uses from being approved. The Amended Judgment simply states that the uses specified in the Amended Judgment not be prohibited.

LANDRY, MAZZEO & DEMBINSKI, P.C.

January 8, 2020

Page 4

I have attached hereto as Exhibit E a rendering of the proposed interior of the Novi Play tenant space.

The current uses occupying spaces at Oak Pointe Plaza are:

- North Bldg: Novi Home Design Center
- Second Bldg from North: CVS, Frames Unlimited, vacant, China Crown, Bento 39 Japanese carry out.
- Third Bldg from North: vacant.
- Fourth Bldg from North: Sylvan Learning, Dentist, Brazilian Jiu Jitsu

Additional specific information regarding the Novi Play intended use is as follows:

- No alteration of the building's exterior façade.
- No changes to the current site plan.
- Expected member of employees of Novi Play - Employees will work in two shifts. Novi Play anticipates 3-6 staff working at the building at any given time of which fluctuates during the day and day of the week. They will be employing 3-6 full time staffed employees for each shift and another 8-10 part time employees. Most of the part time employees will work less than 10 hours/week as Event hosts as events and parties become scheduled.
- Parking:
 - It is my understanding that Oak Pointe Plaza has a Shared Parking Agreement which encompasses 400 parking spaces
 - At 15,200 square feet the Novi Play use would require between 70 and 75 parking.
- No outdoor seating is anticipated at this time.

LANDRY, MAZZEO & DEMBINSKI, P.C.

January 8, 2020

Page 5

- Signage: this would be governed by Novi Sign Ordinance, Chapter 28 of the Novi Code of Ordinances, as is specified in the Amended Judgment Paragraph D

Attached hereto as Exhibit F is a proposed Second Amended Judgment. We would request submittal of this proposed Second Amended Judgment to the City Counsel at its earliest convenience for consideration. We believe the improvement of the vacant space at Oak Pointe Plaza with Novi Play is an obvious improvement and the Second Amended Judgment provides consistency and sound planning and zoning management by the City of Novi. Please contact me if either you or the City Planning Department has any additional questions or requests with respect to this proposed Second Amended Judgment. Thank you.

Very truly yours,

LANDRY, MAZZEO & DEMBINSKI, P.C.



David B. Landry

cc. Sri Komaragiri, City of Novi

DBL/rhr

Encl.

EXHIBIT A

EXHIBIT A

EXHIBIT A

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

SELECTIVE DEVELOPMENT,
a Michigan corporation,

Plaintiff,

-vs-

CITY OF NOVI, a Michigan
municipal corporation,

Defendant.

87-329917-CZ



Case No. 87-329917-CZ
HON. Edward Sosnick

JOSEPH F. GALVIN (P-13821)
LEROY L. ASHER (P-37972)
Attorneys for Plaintiff
MILLER, CANFIELD, PADDOCK and STONE
150 West Jefferson, Suite 2500
Detroit, MI 48226
(313) 963-6420

DAVID M. FRIED (P-13710)
DENNIS WATSON (P-31300)
Attorneys for Defendant
FRIED AND LEVITT, P.C.
30700 Telegraph, Suite 3655
Bingham Farms, MI 48025
(313) 645-1003

SEP 19 1992

RECORDED

A TRUE COPY
EDWARD SOSNICK
Circuit Court Judge

AMENDED JUDGMENT

At a session of said Court held in
Courthouse Tower, City of Pontiac,
Oakland County, Michigan on **SEP 18 1992**

PRESENT: THE HONORABLE EDWARD SOSNICK
Circuit Court Judge

Upon Stipulation and Consent of the parties, this Court
finds:

1. This matter having come before the Court for trial
on February 19, May 10, 12 and 13, June 13, June 30 and July 11,
1988;

2. The Court having issued a written opinion on July 27, 1988;

3. The Court having entered its Judgment on October 10, 1988. A copy of the Judgment is attached hereto as Exhibit "A";

4. Pursuant to the terms of the Judgment, Plaintiff, Selective Development Company, is permitted to construct a commercial convenience center, allowing all uses permitted in the B-1 local business district, together with restaurant use, including a grocery store, pursuant to the City of Novi Zoning Ordinance No. 84-18, as amended through the date of the Judgment;

5. The Court having maintained continuing jurisdiction in this matter;

6. The parties wish to modify the October 18, 1988 Judgment and this Amended Judgment shall supersede it;

7. The Defendant City of Novi having approved entry of this Amended Judgment on 27 July, 1992;

8. The parties agree that the operative provisions of this Amended Judgment are promises made by each of them to the extent that these provisions are applicable to their respective actions.

NOW, THEREFORE, IT IS HEREBY DECLARED, ORDERED AND ADJUDGED:

A. Plaintiff shall have the right to develop the property in accordance with the attached Exhibit "B". Exhibit "B" is the Final Site Plan for the "Oakpointe Plaza", further

identified as SP- 9104E, dated January, 1991 as amended through 8 SEPTEMBER, 1992, which shall be treated by the parties as an approved Final Site Plan. Provided, that Plaintiff shall construct a passing lane on the west side of Novi Road opposite the southern-most driveway of the development at such time as the warrants are met under the standards of the Oakland County Road Commission.

B. The City of Novi, its agents, servants and employees, are hereby enjoined from interfering with the Plaintiff's proposed use of the subject property in accordance with said Final Site Plan, provided, Plaintiff shall obtain all necessary permits for said development required by applicable codes, ordinances, statutes and other laws, and shall submit the required applications and fees therefor. Where approval of any such permit is within the jurisdiction of the City of Novi said approval shall not be unreasonably withheld, conditioned or delayed.

C. The City of Novi and Plaintiff understand that floor space in the buildings to be constructed on the Land is intended by Plaintiff to be leased to tenants, and that the needs of individual tenants will vary relative to the floor plan leased space and location of windows, below the canopy of exterior demising walls. Consequently, modifications to the buildings on the Land to satisfy the needs of such tenants relative to those elements may be made by written request to the Plaintiff and the written approval of the City's Planning consultant, without the

necessity of amending this Amended Judgment, which approval shall not be unreasonably delayed or withheld provided the request is consistent with the spirit and intent of this Amended Judgment. Provided further, such modifications shall not alter the building footprints, the facade materials or the architectural form of the buildings on the Land as depicted in Exhibit "B", and all tenants signage shall comport with applicable sign regulations as provided in Paragraph D.

D. The City of Novi shall grant Plaintiff, its contractors and subcontractors all City permits and authorizations necessary to develop the Land in accordance with this Amended Judgment, including those necessary to bring electricity, telephone, gas, cable television, water, and sewer to the Land and to construct all such utilities on the Land, provided Plaintiff has made all requisite filings and submissions and has paid the required fees. This shall not relieve Plaintiff from obtaining all necessary approvals, permits, and authorizations from applicable utilities, and governmental agencies other than the City of Novi and its boards, commissions, staff and consultants. The City of Novi shall not unreasonably delay in providing or issuing its permits, authorizations and submissions required in connection with the development and use of the Land in accordance with this Amended Judgment. The City of Novi, the City Engineer and those city officials, employees, and agents of the City of Novi who have the responsibility for approving plans submitted to them shall approve such engineering, construction, and other Plans

submitted by the Plaintiff which comply with this Amended Judgment and other applicable City Code requirements, subject to the provisions of Paragraph E hereof. As a condition to receiving permits for construction upon the Land, construction plans must be submitted and approved by the City in accordance with the State Construction Code, as enforced in the City of Novi pursuant to Chapter 7, Article II of the Novi Code of Ordinances in effect of on the date of this Amended Judgment. As a condition to receiving permits for signage on the Land, application for sign permits shall be submitted to and approved by the City of Novi Department of Building and Safety in accordance with Chapter 28. For purposes of applying Chapter 28, the Land shall be a "business district".

E. Future amendments to the City's Zoning Ordinance or other regulatory ordinances after October 18, 1988 shall not apply to prohibit development of the Land as provided in this Amended Judgment.

F. Upon completion, said development shall be utilized solely for uses permitted within the B-1 local business district, together with restaurant use, pursuant to the City of Novi Zoning Ordinance No. 84-18, as amended as of October 18, 1988.

G. It is further ordered and adjudged that this Amended Judgment is binding upon the parties, their heirs, successors and assigns. The obligations contained in this Amended Judgment shall run with the Land. A copy of the Amended Judgment

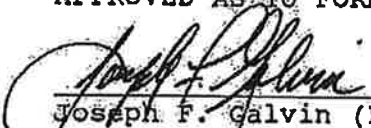
shall be recorded with the Oakland County Register of Deeds.

H. The Court retains jurisdiction to interpret and enforce the terms and conditions of this Amended Judgment, reconcile any differences between the parties that may arise relating to performance of the terms of this Amended Judgment, assure there is no unreasonable delay in the issuance of building or constructions permits or certificates of occupancy, and assure compliance by Plaintiff with all permits issued by the City.


EDWARD SOSNICK
CIRCUIT JUDGE

Edward Sosnick, Circuit Judge

APPROVED AS TO FORM AND CONTENT:



Joseph F. Calvin (P-13821)
LeRoy L. Asher (P-37972)
Attorneys for Plaintiff



David M. Fried (P-13710)
Dennis Watson (P-31300)
Attorneys for Defendant

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

SELECTIVE DEVELOPMENT, REITED
a Michigan corporation,

Case No. 87-329917-CZ

Plaintiff, 92 SEP 18 1991

Hon. Edward Sosnick

vs.

CITY OF NOVI, a Michigan
municipal corporation,

Defendant.

JOSEPH F. GALVIN (P-13821)
LEROY L. ASHER (P-37972)
Attorneys for Plaintiff
MILLER, CANFIELD, PADDOCK AND STONE
150 West Jefferson, Suite 2500
Detroit, MI 48226
(313) 963-6420

DAVID M. FRIED (P-13710)
DENNIS WATSON (P-31300)
Attorneys for Defendant
30700 Telegraph Road, Suite 3655
Birmingham, MI 48010
(313) 645-1003

MILLER, CANFIELD, PADDOCK AND STONE

PROOF OF SERVICE

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

LINDA D. WILHELM, being first duly sworn, deposes and says that she is an employee of the law firm of Miller, Canfield, Paddock and Stone, and that on the 18th day of September, 1992, she served a copy of: **AMENDED JUDGMENT** upon:

Dennis M. Watson, Esq.
Fried and Levitt, P.C.
30700 Telegraph, Suite 3655
Southfield, MI 48025

by enclosing said document in an envelope addressed as set forth above, with first class postage fully prepaid thereon, and depositing said envelope in a United States mail receptacle in Detroit, Michigan.

Further, deponent saith not.

Linda D. Wilhelm

Linda D. Wilhelm

Subscribed and sworn to before me
this 18th day of September, 1992.

Janis C. Helton

Janis C. Helton, Notary Public
(Acting in Wayne County)
Oakland County, MI
My commission expires: 4-24-93

MILLER, CAMFIELD, PADDOCK AND STONE

DEFS1\222234.1\041709-00096

EXHIBIT B

EXHIBIT B

EXHIBIT B

ARTICLE 13 - B-1 LOCAL BUSINESS DISTRICTS

SEC. 1300. INTENT:

The B-1 Local Business Districts, as herein established, are designed to meet the day-to-day convenience shopping and service needs of persons residing in nearby residential areas.

SEC. 1301. PRINCIPAL USES PERMITTED:

In a Local Business District, no building or land shall be used and no building shall be erected except for one or more of the following specified uses unless otherwise provided in this Ordinance:

1. Generally recognized retail businesses which supply commodities on the premises, such as but not limited to: groceries, meats, dairy products, baked goods or other specialty food products (excluding all restaurants), drugs, dry goods, clothing and notions or hardware.
2. Personal service establishments which perform services on the premises, such as but not limited to: repair shops (watches, radio, television, shoe and etc.), tailor shops, beauty parlors or barber shops, photographic studios, and self-service laundries and dry-cleaners.
3. Dry cleaning establishments, or pick-up stations, dealing directly with the consumer. Central dry cleaning plants serving more than one retail outlet shall be prohibited.
4. Business establishments which perform services on the premises, such as but not limited to: banks, loan companies, insurance offices and real estate offices.
5. Professional services including the following: offices of doctors, dentists and similar or allied professions.
6. Post office and similar governmental office buildings, serving persons living in the adjacent residential area.
7. Off-street parking lots.
8. Other uses similar to the above uses.
9. Accessory structures and uses customarily incident to the above permitted uses.

City of New Zoning Ord 1984

SEC. 1302. PRINCIPAL USES PERMITTED SUBJECT TO SPECIAL CONDITIONS:

The following uses shall be permitted subject to the conditions hereinafter imposed for each use and subject further to approval by the Planning Board in accordance with the public hearing requirements set forth and regulated in SEC. 3006 of this Ordinance.

1. Mortuary establishments, when adequate assembly area is provided off-street for vehicles to be used in funeral processions, provided further that such assembly area shall be provided in addition to any required off-street parking area. A caretaker's residence may be provided within the main building of mortuary establishments.
2. Publicly owned buildings, public utility buildings, telephone exchange buildings; electric transformer stations and substations; gas regulator stations with service yards, but without storage yards; water and sewage pumping stations.

SEC. 1303. REQUIRED CONDITIONS:

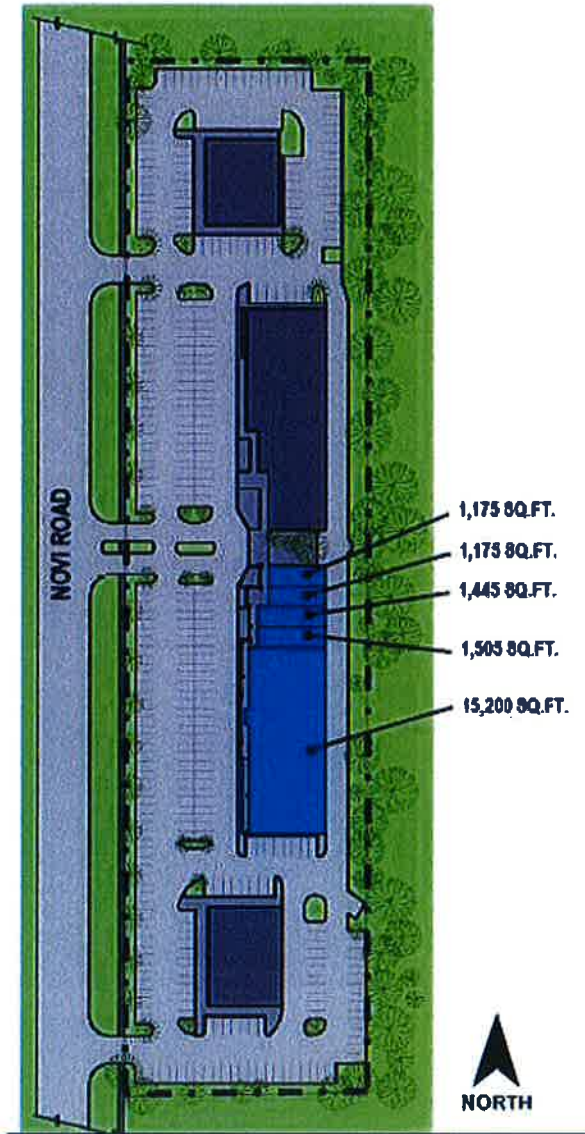
1. All business establishments shall be retail or service establishments dealing directly with customers. All goods produced on the premises shall be sold at retail on premises.

All business, servicing, or processing, except for off-street parking or loading, shall be conducted within a completely enclosed building.
2. See SEC. 2520 of this Ordinance regulating exterior building wall facade treatments, where applicable.
3. Site plans shall be prepared in accordance with the requirements of SEC. 2516 of this Ordinance and shall be subject to approval by the Planning Board prior to issuance of a building permit.
4. See ARTICLE 25 - GENERAL PROVISIONS relating to off-street parking, off-street parking layout, landscaping and screening requirements and other sections of the Article as they relate to uses permitted in the district.
5. See ARTICLE 24 - SCHEDULE OF REGULATIONS limiting the height and bulk of buildings and providing minimum yard setbacks.

EXHIBIT C

EXHIBIT C

EXHIBIT C



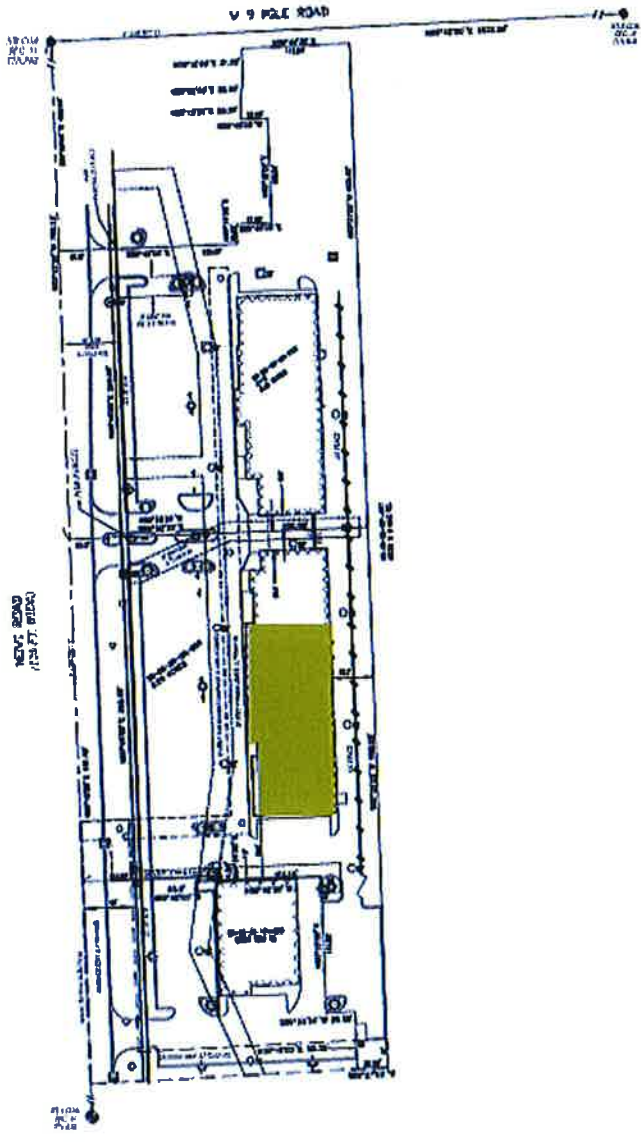


EXHIBIT D

EXHIBIT D

EXHIBIT D



Date: December 19, 2019
To: Barb McBeth, City Planner
City of Novi
From: Jeff and Kate Schamanek
Advance Management Solutions Group, d/b/a Novi Play!
Subject: Planning Dept. Approval for Novi Play -City of Novi Zoning and Consent Judgement

On behalf of Advance Management Solutions Group, LLC, d/b/a Novi Play! ("Novi Play!"), we look forward to the opportunity to become a part of the Novi business community, and thank you for your consideration of our request for the Planning Dept. approval for Novi Play at 22104 Novi Road, Novi.

As you may know or have discovered, we currently own and operate an existing Family Entertainment Center business called Rochester Play! in downtown Rochester, Michigan. This letter summarizes our request for approval in order to establish a similar indoor service facility at 22104 Novi Rd within the Oakpointe Plaza in the City of Novi. We believe we meet the condition of Article 13 – B-1 Local Business Districts. We also recognize your suggestion of amending the current Consent Judgement for this location. Below please reference our business background information and points to support the review and approval under the existing Zoning Ordinance. .

After a long selection process we decided to work with NOVA Oak Pointe Properties and locate Novi Play! in Oakpointe Plaza for the following reasons:

- City of Novi and surrounding communities family demographic that matches our exact target market
- Building location and amenities for our target family demographic market that provides a safe and secure access to visit us (less congested area of Novi Rd, simple parking and close proximity to our entrance)
- Outstanding appearance and condition of the building space we are acquiring within the Oakpointe Plaza
- Relatively few updates required to set up and establish our business in this building requiring no exterior changes and a few interior updates (minor wall partitions, ceiling updates, flooring updates, and minor plumbing enhancements)
- Ease of access for our customer base, our suppliers, and our staff to operate and conduct our premier family entertainment play and restaurant services
- Ample parking availability with no concern of parking infringement from or towards other tenants (currently Rochester Play! requires 54 parking spaces for our 10,400 ft² building. We have estimated that the 15,500 ft² Oakpointe Plaza will need to provide 70-75 of their estimated 400 spaces for our use)
- Reputation of and anticipated positive working relationship with the City of Novi and its services
- Little direct competition in the immediate area
- NOVA Oak Pointe Property's positive business and property management relationships.

For your understanding, we opened Rochester Play! in September of 2010 and continue to operate our business as the 'premier provider of indoor family play and restaurant center' for the City of Rochester and surrounding communities. Our customer base consists of mostly families of young children ages 1-12 and their nanny/baby sitters and relatives; local school/PTA, youth groups, youth teams, church groups, and childcare businesses; as well as other business workers in the community who frequent us for our restaurant services. We received initial City of Rochester, Special Exception approval in 2010 as well as a second approval when we moved our operations across town in November of 2014 to a larger building where we continue to successfully operate today and employ 15-20 employees throughout the year. With the same beliefs we started with, that still hold true today, we believe our

business can deliver the same following set of services and have a positive impact to the City of Novi and surrounding communities:

- Offering an active, healthy, and premier play-based set of play and restaurant services
- Making it fun, entertaining, and comfortable for children AND adults of all ages
- The absolute need for a clean facility and equipment
- Having a safe and secure environment to play and socialize
- Being conveniently located and accessible for families to coordinate with other daily activities

In doing so, we look to provide our unique set of services including a premier indoor children's play center, a health conscious and tasty family restaurant, a distinctive banquet and party location, and various family and children's programs/events providing parents an opportunity to take their children to a healthy, clean, safe, secure, and entertaining location to play, socialize, and gather with their family and friends.

As you will see below, our current strategy and plan is to basically offer our existing approach and service model in order to also be the premier Family Entertainment Center in Novi and other local Michigan communities as we are in Rochester. Although not officially announced with any public press release or announcement, we are also already approved to open Grand Blanc Play In the City of Grand Blanc. Specifically, with all our new locations, we are looking to offer the following:

Service Offering	Rochester Location	Grand Blanc Location
Family Indoor Play Center	<ul style="list-style-type: none"> ✓ High quality children's obstacle and open play structure and activities ✓ Separate toddler and older children's play areas and structures ✓ Comfortable adult observation and social gathering areas ✓ Indoor walking/stroller "trail" (track) ✓ Active gaming area 	<ul style="list-style-type: none"> ✓ High quality children's obstacle and open play structure and activities ✓ Separate toddler and older children's play areas and structures ✓ Comfortable adult observation and social gathering areas ✓ Indoor walking/stroller "trail" (track) ✓ Active gaming area
Restaurant, coffee, juice, and snack bar	<ul style="list-style-type: none"> ✓ Health conscious and tasty light meals, snacks, and drinks featuring sandwiches, salads, pizza, snacks, smoothies, coffees, and drinks ✓ Organic and gluten free options ✓ Promotion of healthier and greener lifestyle including recycling initiatives and learning opportunities for children (generates over 5x recycling than other trash!) ✓ Indoor table and bar seating ✓ Outdoor table seating 	<ul style="list-style-type: none"> ✓ Health conscious and tasty light meals, snacks, and drinks featuring sandwiches, salads, pizza, snacks, smoothies, coffees, and drinks ✓ Organic and gluten free options ✓ Promotion of healthier and greener lifestyle including recycling initiatives and learning opportunities for children (generates over 5x recycling than other trash!) ✓ Indoor table and bar seating
Children's banquet and party services	<ul style="list-style-type: none"> ✓ Multiple private party rooms for families, friends, teams and organizations to gather ✓ Optional 'private' rent entire play center party option ✓ Multiple party and themed party package offerings 	<ul style="list-style-type: none"> ✓ Multiple private party rooms for families, friends, teams and organizations to gather ✓ Optional 'private' rent entire play center party option ✓ Multiple party and themed party package offerings
Children's holiday events, special celebration event, programs and day camps	<ul style="list-style-type: none"> ✓ Monthly and periodic holiday and special gathering events ✓ Summer day camps ✓ Periodic 'program and play' events and classes 	<ul style="list-style-type: none"> ✓ Monthly and periodic holiday and special gathering events ✓ Summer day camps ✓ Periodic 'program and play' events and classes

In line with the City of Novi Zoning Ordinances and current Consent Judgement, we are excited to meet, review, and receive approval as directed primarily by Article 13 – B-1 Local Business Districts:

- **SEC 1300. INTENT:**
 - Our business establishment shall be a service establishment to meet the servicing needs of persons residing in nearby residential areas.
 - Our business model is completely based on B2C (business to community) service related business for neighborhood residents and not a B2B (business to business) model.
- **SEC 1301. PRINCIPAL USES PERMITTED:**
 - Our building use meets not one, but four of the defined uses outlined within the Zoning Ordinance and Consent Judgement:
 - #4 – Business establishment which performs services on the premises, such as but not limited to banks, loan companies, insurance offices and real estate offices. Our business performs all services on the premises.
 - #8 – Other uses similar to the above uses. Our business is a personal services establishment for residential families.
 - #7 – Off-street parking lots. Our business 100% uses off-street parking and the existing parking lot of Oakpointe Plaza.
 - Amended Use for Restaurants -
- **SEC 1302. PRINCIPAL USES PERMITTED SUBJECT TO SPECIAL CONDITIONS – n/a:**
- **SEC 1303. REQUIRED CONDITIONS:**
 - #1 – We are a service establishment dealing directly with customers with all goods produced and sold on the premises.
 - #2 – There are no exterior changes, so the exterior building façade treatments meets regulations and remain the same.
 - #3 – There are no changes to the current Site Plan
 - #4 – There are no exterior changes, so the current off-street parking, off-street parking layout, landscaping, and screening all remain the same.
 - #5 – There are no exterior changes, so the current height and bulk of the building and provided minimum yard setbacks all remain the same.

This letter summarizes our present understanding and intent with respect to the City of Novi Zoning Ordinances, Oakland County Health Department, and our Novi Play! Business Plan. We believe that the nature of our business makes us well suited for approval for this space and ability to provide play and restaurant services to the Novi community.

We are enthusiastic about the opportunity to expand our operations, our community partnerships, and build upon the services and activities already offered within Novi and surrounding areas. We will plan on presenting any further details as required and will look for your review and approval during the January City Council meetings. Please feel free to contact us at (248) 790-5333 should you have any questions.

Respectfully,

Advance Management Solutions Group, LLC
d/b/a Novi Play!



Jeff and Kate Schamanek
Members, Owning Directors





Introduction of Novi Play!

October 2019

‘Growing a great model’

NOVI
PLAY!
indoor play • parties • cafe

rochester
PLAY!
indoor play • parties • cafe



AGENDA

- **Rochester Play ! today**
- **Current Services**
- **Introduction to Novi Play !**
- **Next steps**





Rochester's Premier Family Play, Restaurant, and Party Center !



History

- **First opened in original location in September, 2010**
 - **Moved and opened in current location in November, 2014**
 - **Family owned and operated**
 - **Positive growth YoY**
 - **Strong customer and community support**
- 

Mission Statement

To make a positive difference in the lives of children and their families by providing premier children's activity and family play services where learning and development is disguised as PLAY!

Looking forward...

- **Continued delivery of 'premium' family play and restaurant services**
- **Primary focus on "active and healthier" family play and restaurant**
- **Being the most liked, fun, and active family destination where parents appreciate us as much as the kids love us – Active, Clean, Safe, Secure... and FUN!**
- **Expansion and enhancement of our desired services and operations**

Values

- **To our community**
 - **Customer Service**
 - **Employees and teamwork**
 - **Community engrained – schools, local services, activities**
 - **Businesses and partners**
- **For our future**
 - **Health and wellness**
 - **Environmental initiatives**
 - **Active, Clean, Safe, Secure... and FUN !**
- **With our commitment**
 - **Fiscal responsibility**
 - **Integrity**
 - **Commitment**

Beliefs

- **Offering an active, healthy, and entertaining play based set of services – play, restaurant, and parties**
- **Making it fun, entertaining, comfortable and healthy for children AND adults of all ages**
- **The absolute need for a clean facility and equipment**
- **Having a safe and secure environment to play and socialize**
- **Being conveniently located and accessible to coordinate with customers and other daily activities**
- **Supporting the community of which we work within**

The RP ! Organization and Team

- **Advance Management Solutions Group, LLC d/b/a Rochester Play**
- **Jeff Schamanek – Co-owner, President**
- **Kate Schamanek – Co-owner, VP**
- **Kory Pawlowski – Operations Manager**
- **Assistant Managers (4)**
- **Café Associates (4-6)**
- **Party hosts (10-15)**
 - **High School students**
 - **College students**



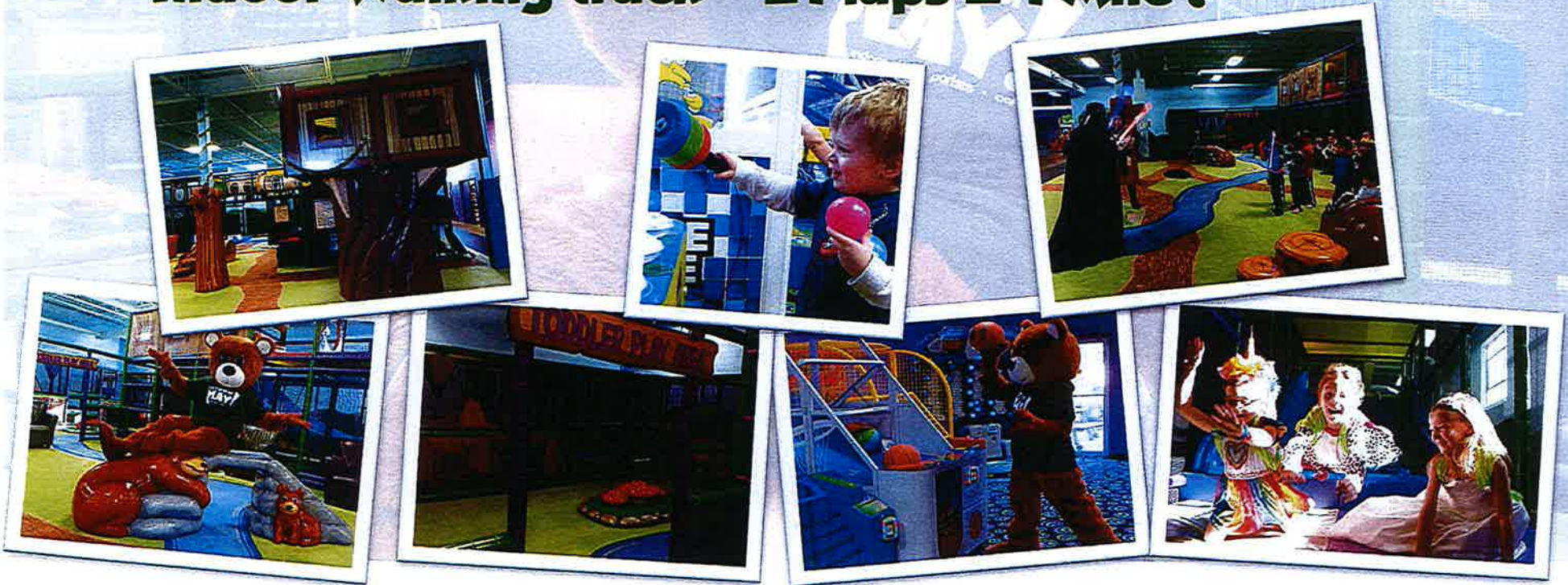
Successful Set of Services

Play + Restaurant + Parties



Primary Services - Play

- **Active set of play opportunities with Michigan theme**
- **Soft side play structure**
- **Open carpeted play area**
- **Active gaming**
- **Indoor Walking track – 21 laps = 1 Mile !**



Primary Services - Restaurant

- **Health conscious and tasty menu options**
 - **Feature freshly prepared sandwiches, salads, and pizza**
 - **Organic and gluten free options**
 - **No deep frying**
 - **Healthier snack options – fruit cups, vegetable cups, baked fries, chips, bars, cheese sticks, and other snack options**
 - **100 % Fruit smoothies, 100 % fruit juice boxes, milk, water, fountain drinks, and other bottled drinks**
 - **Coffee and espresso drinks**
 - **Still have some “fun” options – Dippin’ Dots**
- **Healthier and greener lifestyle and environment focus**
 - **Recycling (generates over 5x more recycling than trash !)**
 - **No foam containers – recycled and paper plates, straws, and container products**

SALADS

We are committed to bringing you fresh, naturally grown produce

ROCHESTER CHICKEN, BERRIES, APPLES **SMALL \$6.75 BIG \$8.75**
 Mixed Greens, Fajita Chicken Slips, Mixed Berries, Sliced Apple, Cheddar Cheese
SUGGESTED DRESSING: RASPBERRY VINAIGRETTE

HILLS (TURKEY, BACON, AVOCADO) **SMALL \$6.75 BIG \$8.75**
 Chipotle Romaine Lettuce, Oven Roasted Turkey, Bacon, Cucumber, Cherry Tomato, Avocado, Provolone Cheese. **SUGGESTED DRESSING: 3rd VEGE VINAIGRETTE**

MAIN STREET (MIXED VEGETABLES) **SMALL \$5.25 BIG \$7.75**
 Mixed Greens, Cherry Tomato, Cucumber, Green Pepper, Mushrooms, Onion, Shredded Parmesan Cheese. **SUGGESTED DRESSING: PARMESAN PEPPERONCI**

PART CREEK (HAM, TURKEY) **SMALL \$6.75 BIG \$8.75**
 Chipotle Romaine Lettuce, Hickory Smoked Ham, Oven Roasted Turkey, Cherry Tomato, Green Pepper, Black Olives, Cheddar Cheese. **SUGGESTED DRESSING: BAILO/LOW FAT BAHO!**

STONEY H (CAESAR) **SMALL \$4.75 BIG \$6.75**
 Chipotle Romaine Lettuce, Croutons, Shredded Parmesan Cheese. **(SEE CHICKEN \$2.00)**
SUGGESTED DRESSING: CAESAR

SALAD ADD-ONS **EXTRA DRESSING \$0.50 OTHER \$1.00 PROTEIN \$2.00**
DRESSINGS: BALSAMIC VINAIGRETTE, CHEESE, ITALIAN, PARMESAN PEPPERONCI, BAILO/LOW FAT BAHO!, RASPBERRY VINAIGRETTE, 3RD VEGE VINAIGRETTE
OTHER: ANY CHEESE KIDNEY, MUSHROOM, PARMESAN, PROVOLONE, CHEDD, ANY VEGIE
PROTEIN: BACON, HALLO CHICKEN STEAKS, HAM, PEPPERONI, TUNA, TURKEY

SOUPS
 Served seasonally with high quality ingredients

SOUP OF THE DAY **CUP \$4.50 BOWL \$5.50**
CABBATTA ROLL **\$1.00**

ALL DAY EARLY RISERS
 We call them 'Early' but we serve them all day long

BREAKFAST WRAP - EGG, CHEESE, CHICKEN OR VEGGIE (PEEZ OR BACON/HAM/SAUSAGE) **\$6.75**
YOGURT PARFAIT - YOGURT, YOUR FAVORITE FRUIT, AND BOWL OF GRANOLA **\$3.75**
CINNAMON ROLL - FRESH BAKED CINNAMON ROLL **\$3.50**
MUFFIN **\$2.50**
BADEL - BUTTER OR CREAM CHEESE **\$1.75 EXTRA DRESSING \$0.50**
KIDS PANCAKE MEAL (4" W/ BUTTER, SYRUP) **2 PC \$4.95 4 PC \$5.95**

Noble Romano's Pizzeria

Handmade, authentic pizza made with your choice of toppings

SMALL 10" (1/2) 11.95 **MEDIUM** 12" (3/4) 14.95 **LARGE** 14" (1) 17.95
 Add 1.50 for each additional topping. Toppings include: pepperoni, sausage, mushrooms, onions, pineapple, jalapenos, olives, artichoke hearts, ham, sausage, chicken, beef, pork, turkey, buffalo chicken, chicken gizzards, and pepperoni.

DRINKS
 12 oz Soft Drink \$1.99
 16 oz Soft Drink \$2.49
 20 oz Soft Drink \$2.99
 24 oz Soft Drink \$3.49
 32 oz Soft Drink \$3.99
 48 oz Soft Drink \$4.99
 64 oz Soft Drink \$5.99
 72 oz Soft Drink \$6.99
 84 oz Soft Drink \$7.99
 96 oz Soft Drink \$8.99

KIDS MEALS
 All sandwiches served on 100% whole wheat bread and include a side salad and French fries. Served Mon-Fri, 11:30 AM-4:00 PM.

KIDS AND ADULT SANDWICHES
 6" SANDWICH \$4.99
 10" SANDWICH \$6.99
 12" SANDWICH \$7.99
 14" SANDWICH \$8.99
 16" SANDWICH \$9.99
 18" SANDWICH \$10.99
 20" SANDWICH \$11.99
 22" SANDWICH \$12.99
 24" SANDWICH \$13.99

KIDS SANDWICHES
 6" SANDWICH \$4.99
 10" SANDWICH \$6.99
 12" SANDWICH \$7.99
 14" SANDWICH \$8.99
 16" SANDWICH \$9.99
 18" SANDWICH \$10.99
 20" SANDWICH \$11.99
 22" SANDWICH \$12.99
 24" SANDWICH \$13.99

DIPPIN' DOTS
 Hand-dipped, delicious. Perfect for your celebration.

COFFEE AND ESPRESSO DRINKS

Handcrafted locally sourced pasteurized 100% Arabica Coffee Beans

COFFEE - regular size **\$1.99 BIG \$2.99**
ESPRESSO - regular size **\$1.99 BIG \$2.99**
FRAPPE - regular size **\$1.99 BIG \$2.99**
MILKSHAKE - regular size **\$1.99 BIG \$2.99**
BLISS - regular size **\$1.99 BIG \$2.99**
CHOCOLATE - regular size **\$1.99 BIG \$2.99**
FRUIT SMOOTHIE - regular size **\$1.99 BIG \$2.99**
ICE CREAM - regular size **\$1.99 BIG \$2.99**
SHIRAZI - regular size **\$1.99 BIG \$2.99**
BLISS - regular size **\$1.99 BIG \$2.99**

SPECIALTY COFFEE DRINKS
 A delicious assortment of your favorite beverages

BLISS - regular size **\$1.99 BIG \$2.99**
FRAPPE - regular size **\$1.99 BIG \$2.99**
MILKSHAKE - regular size **\$1.99 BIG \$2.99**
CHOCOLATE - regular size **\$1.99 BIG \$2.99**
FRUIT SMOOTHIE - regular size **\$1.99 BIG \$2.99**
ICE CREAM - regular size **\$1.99 BIG \$2.99**
SHIRAZI - regular size **\$1.99 BIG \$2.99**
BLISS - regular size **\$1.99 BIG \$2.99**

ICED COFFEE DRINKS
 Handcrafted locally sourced pasteurized 100% Arabica Coffee Beans

ICE COFFEE - regular size **\$1.99 BIG \$2.99**
ICE ESPRESSO - regular size **\$1.99 BIG \$2.99**
ICE MILKSHAKE - regular size **\$1.99 BIG \$2.99**

SEE A MENU TO SEE THEM ALL
 All items are subject to change without notice, price, availability and location.

DRINK WITHIN 1 HOUR FROM THE TIME OF PURCHASE OR WE WILL BE RESPONSIBLE FOR ANY COFFEE DRINKS

SANDWICHES, WRAPS & PANINI

Handmade, authentic pizza made with your choice of toppings

SMALL 10" (1/2) 11.95 **MEDIUM** 12" (3/4) 14.95 **LARGE** 14" (1) 17.95
 Add 1.50 for each additional topping. Toppings include: pepperoni, sausage, mushrooms, onions, pineapple, jalapenos, olives, artichoke hearts, ham, sausage, chicken, beef, pork, turkey, buffalo chicken, chicken gizzards, and pepperoni.

DRINKS
 12 oz Soft Drink \$1.99
 16 oz Soft Drink \$2.49
 20 oz Soft Drink \$2.99
 24 oz Soft Drink \$3.49
 32 oz Soft Drink \$3.99
 48 oz Soft Drink \$4.99
 64 oz Soft Drink \$5.99
 72 oz Soft Drink \$6.99
 84 oz Soft Drink \$7.99
 96 oz Soft Drink \$8.99

KIDS MEALS
 All sandwiches served on 100% whole wheat bread and include a side salad and French fries. Served Mon-Fri, 11:30 AM-4:00 PM.

KIDS AND ADULT SANDWICHES
 6" SANDWICH \$4.99
 10" SANDWICH \$6.99
 12" SANDWICH \$7.99
 14" SANDWICH \$8.99
 16" SANDWICH \$9.99
 18" SANDWICH \$10.99
 20" SANDWICH \$11.99
 22" SANDWICH \$12.99
 24" SANDWICH \$13.99

KIDS SANDWICHES
 6" SANDWICH \$4.99
 10" SANDWICH \$6.99
 12" SANDWICH \$7.99
 14" SANDWICH \$8.99
 16" SANDWICH \$9.99
 18" SANDWICH \$10.99
 20" SANDWICH \$11.99
 22" SANDWICH \$12.99
 24" SANDWICH \$13.99

DIPPIN' DOTS
 Hand-dipped, delicious. Perfect for your celebration.

SNACKS

Handmade, authentic pizza made with your choice of toppings

SMALL 10" (1/2) 11.95 **MEDIUM** 12" (3/4) 14.95 **LARGE** 14" (1) 17.95
 Add 1.50 for each additional topping. Toppings include: pepperoni, sausage, mushrooms, onions, pineapple, jalapenos, olives, artichoke hearts, ham, sausage, chicken, beef, pork, turkey, buffalo chicken, chicken gizzards, and pepperoni.

DRINKS
 12 oz Soft Drink \$1.99
 16 oz Soft Drink \$2.49
 20 oz Soft Drink \$2.99
 24 oz Soft Drink \$3.49
 32 oz Soft Drink \$3.99
 48 oz Soft Drink \$4.99
 64 oz Soft Drink \$5.99
 72 oz Soft Drink \$6.99
 84 oz Soft Drink \$7.99
 96 oz Soft Drink \$8.99

KIDS MEALS
 All sandwiches served on 100% whole wheat bread and include a side salad and French fries. Served Mon-Fri, 11:30 AM-4:00 PM.

KIDS AND ADULT SANDWICHES
 6" SANDWICH \$4.99
 10" SANDWICH \$6.99
 12" SANDWICH \$7.99
 14" SANDWICH \$8.99
 16" SANDWICH \$9.99
 18" SANDWICH \$10.99
 20" SANDWICH \$11.99
 22" SANDWICH \$12.99
 24" SANDWICH \$13.99

KIDS SANDWICHES
 6" SANDWICH \$4.99
 10" SANDWICH \$6.99
 12" SANDWICH \$7.99
 14" SANDWICH \$8.99
 16" SANDWICH \$9.99
 18" SANDWICH \$10.99
 20" SANDWICH \$11.99
 22" SANDWICH \$12.99
 24" SANDWICH \$13.99

DIPPIN' DOTS
 Hand-dipped, delicious. Perfect for your celebration.

Menu

- Salads ("local landmarks")
- Soups
- Early Risers

SALADS

We are committed to bringing you fresh, naturally grown produce

ROCHESTER CHICKEN, BERRIES, APPLES **SMALL \$6.75 BIG \$8.75**
 Mixed Greens, Fajita Chicken Slips, Mixed Berries, Sliced Apple, Cheddar Cheese
SUGGESTED DRESSING: RASPBERRY VINAIGRETTE

HILLS (TURKEY, BACON, AVOCADO) **SMALL \$6.75 BIG \$8.75**
 Chipotle Romaine Lettuce, Oven Roasted Turkey, Bacon, Cucumber, Cherry Tomato, Avocado, Provolone Cheese. **SUGGESTED DRESSING: 3RD VEGE VINAIGRETTE**

MAIN STREET (MIXED VEGETABLES) **SMALL \$5.25 BIG \$7.75**
 Mixed Greens, Cherry Tomato, Cucumber, Green Pepper, Mushrooms, Onion, Shredded Parmesan Cheese. **SUGGESTED DRESSING: PARMESAN PEPPERONCI**

PART CREEK (HAM, TURKEY) **SMALL \$6.75 BIG \$8.75**
 Chipotle Romaine Lettuce, Hickory Smoked Ham, Oven Roasted Turkey, Cherry Tomato, Green Pepper, Black Olives, Cheddar Cheese. **SUGGESTED DRESSING: BAILO/LOW FAT BAHO!**

STONEY H (CAESAR) **SMALL \$4.75 BIG \$6.75**
 Chipotle Romaine Lettuce, Croutons, Shredded Parmesan Cheese. **(SEE CHICKEN \$2.00)**
SUGGESTED DRESSING: CAESAR

SALAD ADD-ONS **EXTRA DRESSING \$0.50 OTHER \$1.00 PROTEIN \$2.00**
DRESSINGS: BALSAMIC VINAIGRETTE, CHEESE, ITALIAN, PARMESAN PEPPERONCI, BAILO/LOW FAT BAHO!, RASPBERRY VINAIGRETTE, 3RD VEGE VINAIGRETTE
OTHER: ANY CHEESE KIDNEY, MUSHROOM, PARMESAN, PROVOLONE, CHEDD, ANY VEGIE
PROTEIN: BACON, HALLO CHICKEN STEAKS, HAM, PEPPERONI, TUNA, TURKEY

SOUPS
 Served seasonally with high quality ingredients

SOUP OF THE DAY **CUP \$4.50 BOWL \$5.50**
CABBATTA ROLL **\$1.00**

ALL DAY EARLY RISERS
 We call them 'Early' but we serve them all day long

BREAKFAST WRAP - EGG, CHEESE, CHICKEN OR VEGGIE (PEEZ OR BACON/HAM/SAUSAGE) **\$6.75**
YOGURT PARFAIT - YOGURT, YOUR FAVORITE FRUIT, AND BOWL OF GRANOLA **\$3.75**
CINNAMON ROLL - FRESH BAKED CINNAMON ROLL **\$3.50**
MUFFIN **\$2.50**
BADEL - BUTTER OR CREAM CHEESE **\$1.75 EXTRA DRESSING \$0.50**
KIDS PANCAKE MEAL (4" W/ BUTTER, SYRUP) **2 PC \$4.95 4 PC \$5.95**

SALADS

All sandwiches include one salad, unless otherwise specified.

HOUSEWIFE SALAD (CUCUMBER, TOMATO, CARROT, GREEN PEAS)	\$4.75
CAESAR SALAD	\$4.75
BLT SALAD (Bacon, Lettuce, Tomato, Cheddar Cheese)	\$4.75
GRUYERE SALAD (Cucumber, Tomato, Cheddar Cheese)	\$4.75
VEGETARIAN SALAD (Cucumber, Tomato, Carrot, Green Beans)	\$4.75
HONEY CHERI SALAD (Cucumber, Tomato, Carrot, Green Beans)	\$4.75
BBQ CHICKEN SALAD (Cucumber, Tomato, Carrot, Green Beans)	\$4.75
SMOKE & SAUCE SALAD (Cucumber, Tomato, Carrot, Green Beans)	\$4.75
SPICY BEEF SALAD (Cucumber, Tomato, Carrot, Green Beans)	\$4.75

SOUPS

Served consistently with high quality ingredients

CHICKEN SOUP	\$4.75
VEGETARIAN SOUP	\$4.75

ALL DAY EARLY RISERS

We call them "Early" but we recommend all day long!

FRUIT & YOGURT	\$4.75
SMOKE & SAUCE	\$4.75
BLT	\$4.75
HONEY CHERRY & SAUCE	\$4.75
BBQ CHICKEN	\$4.75
SMOKE & SAUCE	\$4.75

ADD ABOUT OUR GLUTEN FREE OPTIONS!

Public Norman's Pizzeria

Small Local, Authentic Italian Food and Friendly Service!

PIZZAS	\$4.75
VEGETARIAN PIZZA	\$4.75
BLT PIZZA	\$4.75
HONEY CHERRY PIZZA	\$4.75
BBQ CHICKEN PIZZA	\$4.75
SMOKE & SAUCE PIZZA	\$4.75
SPICY BEEF PIZZA	\$4.75

KIDS MEALS

All sandwiches prepared in 100% tuber-free bread and healthy one half pound and one French Onion, Italian Sauce, and a 100% Juice Box!

SMOKE & SAUCE	\$4.75
BLT	\$4.75
HONEY CHERRY & SAUCE	\$4.75
BBQ CHICKEN	\$4.75
SMOKE & SAUCE	\$4.75
SPICY BEEF	\$4.75

New! DIPPY DOTs

Bring the melted and bubbled cheddar to your attention, Your choice of toppings!

SMOKE & SAUCE	\$4.75
BLT	\$4.75
HONEY CHERRY & SAUCE	\$4.75
BBQ CHICKEN	\$4.75
SMOKE & SAUCE	\$4.75
SPICY BEEF	\$4.75

COFFEE AND ESPRESSO DRINKS

All drinks prepared with premium coffee beans

ESPRESSO	\$4.75
ESPRESSO + FLAVOR ADDITIVES	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75
LATTE	\$4.75
FRAPPE	\$4.75
MILK LATTE	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75

SPECIALTY COFFEE DRINKS

All drinks prepared with premium coffee beans

ESPRESSO + FLAVOR ADDITIVES	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75

ICED COFFEE DRINKS

All drinks prepared with premium coffee beans

ESPRESSO + FLAVOR ADDITIVES	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75

ADD A FLAVOR TO ANY DRINK

AND TRY THEM - WE YOURS ONLY OR SMALLER

AND ADD BEINGS \$4.50 OFF ANY COFFEE DRINK!

SANDWICHES, WRAPS & PANINI'S

Served panini style, baked, or fresh on our selected bread or your choice

HOUSEWIFE SANDWICH	\$4.75
CAESAR SANDWICH	\$4.75
BLT SANDWICH	\$4.75
GRUYERE SANDWICH	\$4.75
VEGETARIAN SANDWICH	\$4.75
HONEY CHERRY SANDWICH	\$4.75
BBQ CHICKEN SANDWICH	\$4.75
SMOKE & SAUCE SANDWICH	\$4.75
SPICY BEEF SANDWICH	\$4.75

ADD ABOUT OUR GLUTEN FREE OPTIONS!

SNACKS

All sandwiches prepared in 100% tuber-free bread and healthy one half pound and one French Onion, Italian Sauce, and a 100% Juice Box!

SMOKE & SAUCE	\$4.75
BLT	\$4.75
HONEY CHERRY & SAUCE	\$4.75
BBQ CHICKEN	\$4.75
SMOKE & SAUCE	\$4.75
SPICY BEEF	\$4.75

FRUIT SMOOTHIES

All drinks prepared with premium coffee beans

FRUIT & YOGURT	\$4.75
SMOKE & SAUCE	\$4.75
BLT	\$4.75
HONEY CHERRY & SAUCE	\$4.75
BBQ CHICKEN	\$4.75
SMOKE & SAUCE	\$4.75

DRINKS

All drinks prepared with premium coffee beans

ESPRESSO	\$4.75
ESPRESSO + FLAVOR ADDITIVES	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75
LATTE	\$4.75
FRAPPE	\$4.75
MILK LATTE	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75
ESPRESSO + FLAVOR ADDITIVES + MILK	\$4.75

Menu

- Sandwiches
- ("local parks")
- Wraps
- Panini's

SANDWICHES, WRAPS & PANINI'S

Served panini style, baked, or fresh on our selected bread or your choice

MINICIMAL (VEGETARIAN)	\$4.75
Mixed Black Beans, Avocado, Green Pepper, Black Olives, Cucumber, Crisp Romaine Lettuce, Onion, Prowlone Cheese, on Sprinch Wrap.	
SUGGESTED DRESSING: CRISP ROLLS	
WITE (CHICKEN, BACON & SAUCE)	\$4.75
Fajita Chicken Strip, Crispy Bacon Crumbles, Blended Pizza Cheese, Crisp Romaine Lettuce, Tomato, on Sundried Tomato Wrap.	
SUGGESTED DRESSING: SAUCE	
WRAP (CHICKEN)	\$4.75
Fajita Chicken Strip, Cheddar Cheese, Green Pepper, Tomato, Onion, on Whole Wheat Wrap.	
SUGGESTED DRESSING: CRISP ROLLS	
SPENCER (TURKEY, HAM & AVODADO)	\$4.75
Oven Roasted Turkey, Hickory Smoked Ham, Swiss Cheese, Avocado, on Whole Wheat Bread.	
SUGGESTED DRESSING: SAUCE	
HOWLETT (TURKEY & BACON)	\$4.75
Oven Roasted Turkey, Bacon, Cheddar Cheese, Crisp Romaine Lettuce, Tomato, on Ciabatta.	
SUGGESTED DRESSING: SAUCE	
SCOTT (ITALIAN)	\$4.75
Oven Roasted Turkey, Hickory Smoked Ham, Pepperoni, Prowlone Cheese, Crisp Romaine Lettuce, Banana Pepper, Tomato, Onion, on Ciabatta.	
SUGGESTED DRESSING: RED WINE VINAIGRETTE	
BLOOMER II (BLT)	\$4.75
Bacon, Crisp Romaine Lettuce, Tomato, on Whole Wheat Bread.	
SUGGESTED DRESSING: CRISP ROLLS	
BORDEN (TURKEY OR HAM)	\$4.75
Oven Roasted Turkey or Hickory Smoked Ham, Swiss Cheese, Crisp Romaine Lettuce, Tomato, on Whole Wheat Bread.	
SUGGESTED DRESSING: SAUCE	

BREADS: CIABATTA BUN, WHOLE WHEAT BREAD, VARIOUS WRAPS

ADD A CUP OF SOUP TO ANY MAIN ENTREE... ADD \$2.75
MAKE ANY MAIN ENTREE A MEAL... ADD \$3.00
Includes one small Snack and one Fountain Drink, bottled water, milk, or 100% juice bar

ASK ABOUT OUR GLUTEN FREE OPTIONS!

SALADS	
Caesar Salad	\$5.99
House Salad	\$5.99
Waldorf Salad	\$5.99
Spinach Salad	\$5.99
Apple Cider Vinaigrette	\$5.99
Roast Beef Salad	\$6.99
BBQ Chicken Salad	\$6.99
Grilled Chicken Salad	\$6.99
Salad (add meat)	\$7.99
Salad (add chicken)	\$8.99
Salad (add beef)	\$8.99
Salad (add pork)	\$8.99
Salad (add turkey)	\$8.99
Salad (add salmon)	\$9.99
Salad (add steak)	\$9.99

Noble Roman's Pizza	
Small	\$5.75
Medium	\$8.75
Large	\$12.75
Extra Large	\$16.75
Family Size	\$20.75
Kids Meal	\$5.99
Adult Meal	\$12.99
Family Meal	\$25.99
Specialty Pizzas	\$14.75 - \$18.75
Pepperoni	\$14.75
Margherita	\$14.75
Meat Lovers	\$16.75
BBQ Chicken	\$16.75
Buffalo Chicken	\$16.75
Hot Dog	\$16.75
Hot Wings	\$16.75
Hot Wings & Cheese	\$18.75
Hot Wings & Bacon	\$18.75
Hot Wings & Pepperoni	\$18.75
Hot Wings & Sausage	\$18.75
Hot Wings & Ham	\$18.75
Hot Wings & Turkey	\$18.75
Hot Wings & Chicken	\$18.75
Hot Wings & Beef	\$18.75
Hot Wings & Pork	\$18.75
Hot Wings & Salmon	\$19.75
Hot Wings & Steak	\$19.75

COFFEE AND ESPRESSO DRINKS	
Espresso	\$1.50
Latte	\$2.50
Cappuccino	\$2.50
Mocha	\$3.50
Macchiato	\$2.50
Flat White	\$2.50
Specialty Coffee Drinks	\$3.50 - \$4.50
Vanilla Latte	\$3.50
Chocolate Latte	\$3.50
Strawberry Latte	\$3.50
Blueberry Latte	\$3.50
Peach Latte	\$3.50
Apple Cider Latte	\$3.50
Hot Chocolate	\$2.50
Hot Cocoa	\$2.50
Hot Coffee	\$2.50
Hot Espresso	\$1.50
Hot Macchiato	\$2.50
Hot Mocha	\$3.50
Hot Flat White	\$2.50
Hot Specialty Coffee	\$3.50 - \$4.50
Hot Vanilla Latte	\$3.50
Hot Chocolate Latte	\$3.50
Hot Strawberry Latte	\$3.50
Hot Blueberry Latte	\$3.50
Hot Peach Latte	\$3.50
Hot Apple Cider Latte	\$3.50
Hot Hot Chocolate	\$2.50
Hot Hot Cocoa	\$2.50
Hot Hot Coffee	\$2.50
Hot Hot Espresso	\$1.50
Hot Hot Macchiato	\$2.50
Hot Hot Mocha	\$3.50
Hot Hot Flat White	\$2.50
Hot Hot Specialty Coffee	\$3.50 - \$4.50
Hot Hot Vanilla Latte	\$3.50
Hot Hot Chocolate Latte	\$3.50
Hot Hot Strawberry Latte	\$3.50
Hot Hot Blueberry Latte	\$3.50
Hot Hot Peach Latte	\$3.50
Hot Hot Apple Cider Latte	\$3.50

SANDWICHES, WRAPS & PASTAS	
Submarine Sandwich	\$5.99
Submarine Sandwich & Bun	\$6.99
Submarine Sandwich & Bun & Drink	\$7.99
Submarine Sandwich & Bun & Drink & Dessert	\$8.99
Submarine Sandwich & Bun & Drink & Dessert & Drink	\$9.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink	\$10.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink & Drink	\$11.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink & Drink & Drink	\$12.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink & Drink & Drink & Drink	\$13.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink & Drink & Drink & Drink & Drink	\$14.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink & Drink & Drink & Drink & Drink & Drink	\$15.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink	\$16.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink	\$17.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink	\$18.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink	\$19.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink	\$20.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink	\$21.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink	\$22.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink	\$23.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink	\$24.99
Submarine Sandwich & Bun & Drink & Dessert & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink & Drink	\$25.99

SMILES	
Small	\$5.75
Medium	\$8.75
Large	\$12.75
Extra Large	\$16.75
Family Size	\$20.75
Kids Meal	\$5.99
Adult Meal	\$12.99
Family Meal	\$25.99
Specialty Pizzas	\$14.75 - \$18.75
Pepperoni	\$14.75
Margherita	\$14.75
Meat Lovers	\$16.75
BBQ Chicken	\$16.75
Buffalo Chicken	\$16.75
Hot Dog	\$16.75
Hot Wings	\$16.75
Hot Wings & Cheese	\$18.75
Hot Wings & Bacon	\$18.75
Hot Wings & Pepperoni	\$18.75
Hot Wings & Sausage	\$18.75
Hot Wings & Ham	\$18.75
Hot Wings & Turkey	\$18.75
Hot Wings & Chicken	\$18.75
Hot Wings & Beef	\$18.75
Hot Wings & Pork	\$18.75
Hot Wings & Salmon	\$19.75
Hot Wings & Steak	\$19.75

Menu

- Pizza
- Kids Meals
- Dippin' Dots

Noble Roman's Pizza	
Fresh baked, delicious pizza made with your choice of toppings	
CHEESE	Small \$5.75 Med \$8.75 Big \$12.75
PIZZA, BEAN, MOZZARELLA AND PEPPERONI BLEND TOGETHER WITH A PINCH OF CHEDDAR	
PEPPERONI	Small \$6.75 Med \$10.00 Big \$14.25
PEPPERONI AND PIZZA CHEESE	
SPECIALTY PIZZAS	Small \$8.75 Med \$13.75 Big \$16.75
THE WORKS	Pepperoni, Sausage, Bacon, Mushroom, Green Pepper, Onion, Pizza Cheese
MEDIA MEAT	Pepperoni, Sausage, Bacon, Ham, Pizza Cheese
BBQ CHICKEN	Pepperoni, Sausage, Bacon, Ham, Pizza Cheese
CHICKEN BACON BANCH	Pepperoni, Sausage, Bacon, Ham, Pizza Cheese
MONTEBELLINI	Bacon, Ham, Pineapple, Pizza Cheese
VEGETARIAN	Green Pepper, Onion, Mushroom, Black Olive, Pizza Cheese
PIZZA ADD-ONS	Extra Cheese \$0.50 Small \$1.00 Med \$1.25 Big \$1.50
PEPPERONI, SAUSAGE, BACON, HAM, PINEAPPLE, ONION, GREEN PEPPER, TOMATO, MUSHROOM, PINEAPPLE, BLACK OLIVE, SAUSAGE PEPPER, EXTRA PIZZA CHEESE, MOZZARELLA & SHREDDED CHEDDAR CHEESE	
GLUTEN FREE CRUST (ADD)	Med \$3.00
RP BREAD STICKS	Med \$3.75 Small \$4.75 Med \$8.75 Big \$11.75
BACED BREAD TOPPED WITH MILD BUTTER, PEPPERONI CHEESE, AND GARLIC	
RP CHEESY BREAD STICKS	Med \$4.75 Small \$5.75 Med \$9.75 Big \$12.75
BACED BREAD TOPPED WITH BLENDED PIZZA CHEESE, MILD BUTTER, PEPPERONI CHEESE, AND GARLIC	
DIPPING SAUCE	Bacon, Low Fat Bacon, or Pizza Sauce - Small \$0.50 Big \$1.00
KIDS MEALS	
All sandwiches served on 100% whole wheat bread and includes one small Snack and one Fountain Drink, bottled water, milk, or 100% juice box	
PIZZA (1/2 SMALL CHEESE)	\$5.95
GRILLED CHEESE SANDWICH	\$4.95
QUESADILLA	Cheese \$4.95 Chicken \$5.95
HOT DOG (TURKEY)	\$4.95
MAC & CHEESE	\$5.95
CHICKEN NOODLES	4 pc \$4.95 6 pc \$5.95
PANCAKES (H) w/butter, syrup	2 pc \$4.95 4 pc \$5.95
DIPPIN' DOTS	
Enjoy the original and unbeatable flash-frozen ice cream sensation. Your taste adventure awaits!	
CUP	Small \$4.00 - Big \$6.00

SALADS
 We are committed to bringing you fresh, healthy protein options.

BUCCINCHI'S CHICKEN, BACON, ONIONS	Small \$14.95 Big \$19.95
BUCCINCHI'S CHICKEN, BACON, ONIONS	Small \$14.95 Big \$19.95
BUCCINCHI'S CHICKEN, BACON, ONIONS	Small \$14.95 Big \$19.95
BUCCINCHI'S CHICKEN, BACON, ONIONS	Small \$14.95 Big \$19.95
BUCCINCHI'S CHICKEN, BACON, ONIONS	Small \$14.95 Big \$19.95

SOUPS
 Served occasionally with high quality ingredients.

CHICKEN & CARROT	Small \$6.95 Big \$9.95
VEGETARIAN	Small \$6.95 Big \$9.95

ALL DAY EARLY RISERS
 We will have Early Rise on some days of the day.

BUCCINCHI'S CHICKEN, BACON, ONIONS	Small \$14.95 Big \$19.95
BUCCINCHI'S CHICKEN, BACON, ONIONS	Small \$14.95 Big \$19.95

Noble Roman's Pizzeria
 All our pizzas are made from scratch.

PIZZA (12")	Small \$12.95 Big \$15.95
PIZZA (16")	Small \$14.95 Big \$17.95
PIZZA (20")	Small \$16.95 Big \$19.95
PIZZA (24")	Small \$18.95 Big \$21.95
PIZZA (30")	Small \$20.95 Big \$23.95

KIDS MEALS
 All of our kids meals are made from scratch.

KIDS MEAL	Small \$7.95 Big \$9.95
KIDS MEAL	Small \$7.95 Big \$9.95

DIPPY DOTS
 Our Dippy Dots are made from scratch.

DIPPY DOT	Small \$1.95 Big \$2.95
-----------	-------------------------

COFFEE AND ESPRESSO DRINKS
 All made with locally roasted great tasting 100% Arabica coffee beans.

COFFEE - REGULAR OR DE-CAF	Small \$2.00 Big \$2.50
ESPRESSO - FULL FLAVORED CONCENTRATED SHOT OF COFFEE	Small \$2.50 Big \$3.25
MOCHA - ESPRESSO, CHOCOLATE, STEAMED MILK	Small \$4.25 Big \$4.75
LATTE - ESPRESSO, STEAMED MILK, FOAMED MILK	Small \$3.25 Big \$3.75
CAPPUCCINO - ESPRESSO, FOAMED MILK	Small \$3.25 Big \$3.75
CHAI TEA LATTE - TEA, CINNAMON, SPICES, STEAMED MILK	Small \$3.75 Big \$4.75
ADDITIONAL ESPRESSO SHOT	ea. \$1.00
SOY MILK	Add \$0.50

SPECIALTY COFFEE DRINKS
 A delicious cappuccino and your favorite flavor combination.

MIDNIGHT EXPRESS - MOCHA, CARAMEL, CINNAMON	Small \$3.95 Big \$4.50
THE MIBIT - PEPPERMINT, MOCHA, COCONUT	Small \$3.95 Big \$4.50
ALOHA - VANILLA, COCONUT	Small \$3.95 Big \$4.50
TOFFEE COFFEE - TOFFEE, VANILLA	Small \$3.95 Big \$4.50
ISLAND OASS - COCONUT, VANILLA, ICECREAM	Small \$3.95 Big \$4.50
CINNAMON SUN - CINNAMON, VANILLA, CARAMEL	Small \$3.95 Big \$4.50
NUTTY - ICECREAM, TOFFEE, MOCHA	Small \$3.95 Big \$4.50
CREATE YOUR OWN - CHOOSE ANY 3 FLAVORS	Small \$3.95 Big \$4.50

ICED COFFEE DRINKS
 Your coffee choice served over ice.

ICED CAPPUCCINO - COLD BREW ESPRESSO OVER ICE	Small \$3.25 Big \$3.75
ICED COFFEE - COLD BREW COFFEE OVER ICE	Small \$2.50 Big \$3.25
ICED CHAI TEA LATTE	Small \$3.75 Big \$4.75

ADD A FLAVOR TO ANY DRINK ea. \$0.50
 ALL NATURAL: ARABICA MOCHA, CARAMEL, CINNAMON, COCONUT, ICECREAM, MIBIT, MOCHA, PEPPERMINT, TOFFEE, VANILLA
 SUGAR FREE: CARAMEL, ICECREAM, VANILLA

MUG 'RETURN' - USE YOUR OWN 16oz OR SMALLER MUG AND RECEIVE \$0.15 OFF ANY CUPPED DRINK!

SANDWICHES, WRAPS & PANINIS
 Served with fresh, locally sourced ingredients.

GRILLED CHICKEN SANDWICH	Small \$12.95 Big \$14.95
GRILLED CHICKEN SANDWICH	Small \$12.95 Big \$14.95
GRILLED CHICKEN SANDWICH	Small \$12.95 Big \$14.95
GRILLED CHICKEN SANDWICH	Small \$12.95 Big \$14.95
GRILLED CHICKEN SANDWICH	Small \$12.95 Big \$14.95

SOUPS
 Served occasionally with high quality ingredients.

CHICKEN & CARROT	Small \$6.95 Big \$9.95
VEGETARIAN	Small \$6.95 Big \$9.95

ADD A CUP OF SOUP TO ANY SANDWICH \$0.75
ADD A CUP OF SOUP TO ANY PANINIS \$0.75

SEE ABOUT OUR GLUTEN FREE OPTIONS

SHAKES
 We serve all our shakes with locally sourced ingredients.

CHOCOLATE SHAKE	Small \$5.95 Big \$6.95
CHOCOLATE SHAKE	Small \$5.95 Big \$6.95
CHOCOLATE SHAKE	Small \$5.95 Big \$6.95
CHOCOLATE SHAKE	Small \$5.95 Big \$6.95

FRUIT SMOOTHIES
 All of our fruit smoothies are made from scratch.

APPLE SMOOTHIE	Small \$4.95 Big \$5.95
APPLE SMOOTHIE	Small \$4.95 Big \$5.95
APPLE SMOOTHIE	Small \$4.95 Big \$5.95
APPLE SMOOTHIE	Small \$4.95 Big \$5.95

DRINKS
 All of our drinks are made from scratch.

COFFEE	Small \$2.00 Big \$2.50
ESPRESSO	Small \$2.50 Big \$3.25
MOCHA	Small \$4.25 Big \$4.75
LATTE	Small \$3.25 Big \$3.75
CAPPUCCINO	Small \$3.25 Big \$3.75
CHAI TEA LATTE	Small \$3.75 Big \$4.75

Menu

- Coffees
- Espresso Drinks
- Specialty Drinks
- Iced Coffee

COFFEE AND ESPRESSO DRINKS
 All made with locally roasted great tasting 100% Arabica coffee beans.

COFFEE - REGULAR OR DE-CAF	Small \$2.00 Big \$2.50
ESPRESSO - FULL FLAVORED CONCENTRATED SHOT OF COFFEE	Small \$2.50 Big \$3.25
MOCHA - ESPRESSO, CHOCOLATE, STEAMED MILK	Small \$4.25 Big \$4.75
LATTE - ESPRESSO, STEAMED MILK, FOAMED MILK	Small \$3.25 Big \$3.75
CAPPUCCINO - ESPRESSO, FOAMED MILK	Small \$3.25 Big \$3.75
CHAI TEA LATTE - TEA, CINNAMON, SPICES, STEAMED MILK	Small \$3.75 Big \$4.75
ADDITIONAL ESPRESSO SHOT	ea. \$1.00
SOY MILK	Add \$0.50

SPECIALTY COFFEE DRINKS
 A delicious cappuccino and your favorite flavor combination.

MIDNIGHT EXPRESS - MOCHA, CARAMEL, CINNAMON	Small \$3.95 Big \$4.50
THE MIBIT - PEPPERMINT, MOCHA, COCONUT	Small \$3.95 Big \$4.50
ALOHA - VANILLA, COCONUT	Small \$3.95 Big \$4.50
TOFFEE COFFEE - TOFFEE, VANILLA	Small \$3.95 Big \$4.50
ISLAND OASS - COCONUT, VANILLA, ICECREAM	Small \$3.95 Big \$4.50
CINNAMON SUN - CINNAMON, VANILLA, CARAMEL	Small \$3.95 Big \$4.50
NUTTY - ICECREAM, TOFFEE, MOCHA	Small \$3.95 Big \$4.50
CREATE YOUR OWN - CHOOSE ANY 3 FLAVORS	Small \$3.95 Big \$4.50

ICED COFFEE DRINKS
 Your coffee choice served over ice.

ICED CAPPUCCINO - COLD BREW ESPRESSO OVER ICE	Small \$3.25 Big \$3.75
ICED COFFEE - COLD BREW COFFEE OVER ICE	Small \$2.50 Big \$3.25
ICED CHAI TEA LATTE	Small \$3.75 Big \$4.75

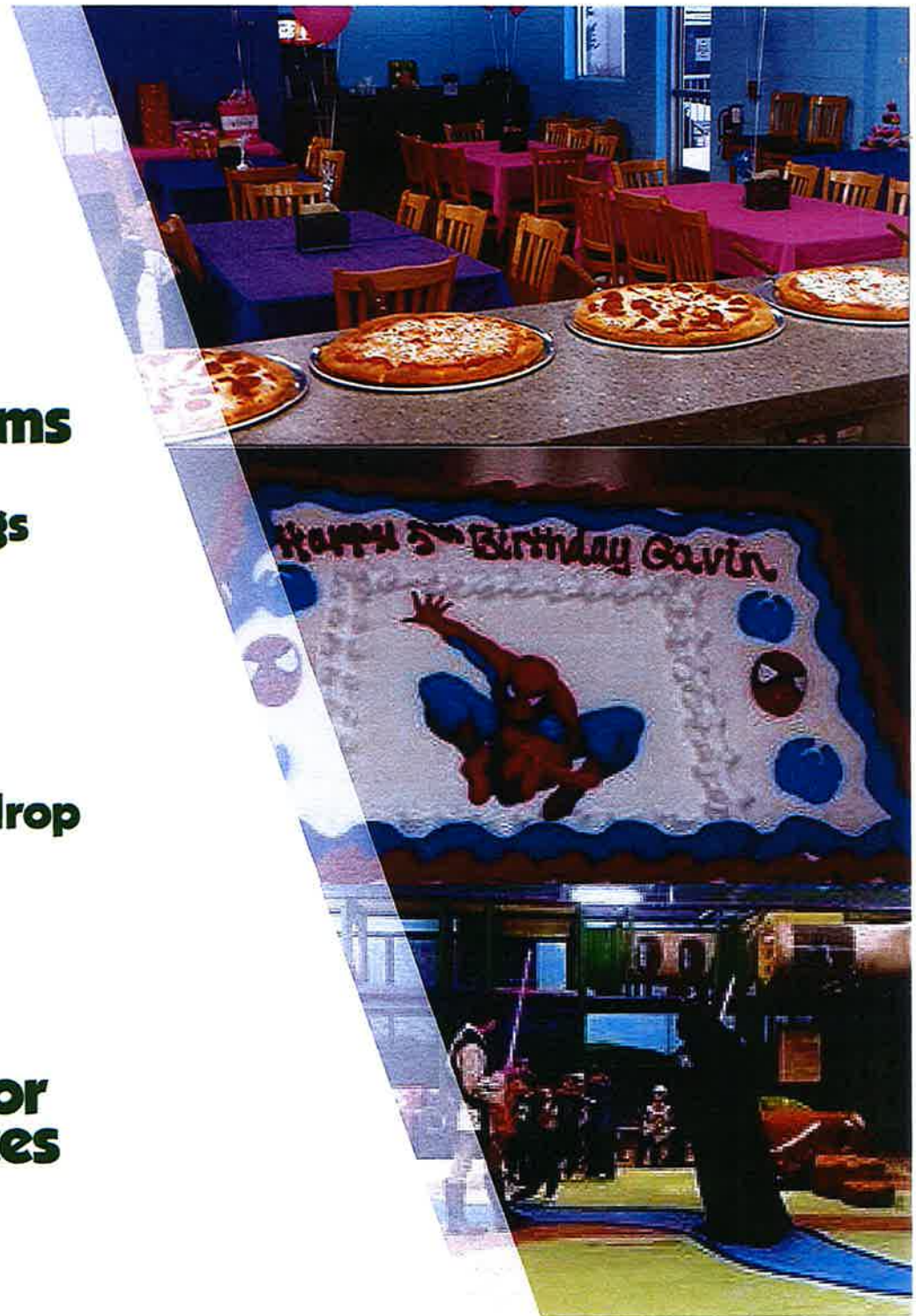
ADD A FLAVOR TO ANY DRINK ea. \$0.50
 ALL NATURAL: ARABICA MOCHA, CARAMEL, CINNAMON, COCONUT, ICECREAM, MIBIT, MOCHA, PEPPERMINT, TOFFEE, VANILLA
 SUGAR FREE: CARAMEL, ICECREAM, VANILLA

MUG 'RETURN' - USE YOUR OWN 16oz OR SMALLER MUG AND RECEIVE \$0.15 OFF ANY CUPPED DRINK!

Primary Services

- Parties

- **Multi-use banquet rooms**
 - Parties
 - Team and family gatherings
 - PTA and school group gatherings
 - Event craft rooms
 - Business partner events
- **Annual events**
 - Noon Year's Eve balloon drop
 - Easter Egg hunt
 - Halloween Monster Mash
 - 12 Plays! Of Christmas
 - Parent Night Out opportunities
- **Leverage Restaurant for food and drinks services**



Interests and Opportunities



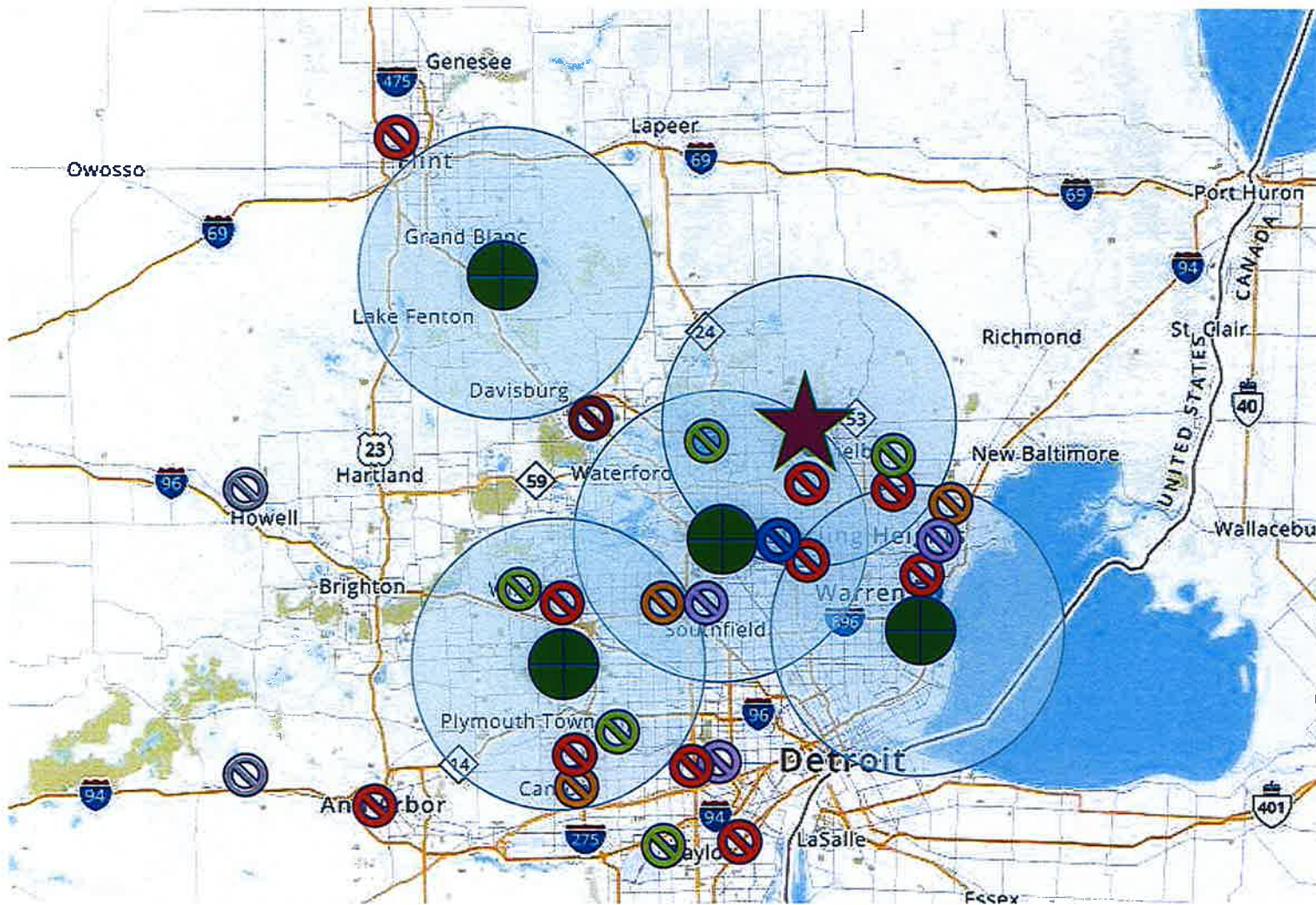
Next Steps

- **Expand ‘Play!’ into other locations**
 - **Research and finalize desired locations**
 - **Secure financing**
 - **Confirm business organization**
 - **Maximize operational model for multiple location efficiencies**
 - **Build and launch plans**
 - **Staggered phased approached with each location**
 - **Maximize and stagger contractors from one location to the next**

Location Consideration Factors

- **Community demographics**
 - Higher than average HH family makeup
 - Above average HH income
 - Desired community to live
 - Favorable school district(s)
 - Active and healthy community interests
- **Competitor locations**
- **Local government support**
- **Business community**
- **Favorable building locations (size, parking, costs, buildout, ease of access, etc)**
- **30 minutes drive apart from each Play ! location**

Metro Detroit Considerations



● Growth Considerations:

- Western suburbs
- Eastern suburbs
- SW of Rochester
- NW of Rochester

⊘ Competitors (# loc):

- **Jungle Java (3)**
- **Fort Clarkston (1)**
- **Detroit Kids City (2)**
- **Under the Sea (1)**
- **Pump It up (4)**
- **Chuck E. Cheese (10)**
- **Cast Away Café (1)**
- **Chelsea Tree House (1)**

Location Needs

- **Locations**

- **Metro Detroit area**

- **North of Rochester**
 - **Western suburbs**
 - **South of Rochester**
 - **East suburbs**

- **Others**

- **Outside Michigan**
 - **Grand Rapids area**

- **Lot**

- **Parking (200+ capacity need – min. 50 spaces @ 4:1 zoning definition)**
 - **Nice to have outdoor use area (summer camps, future offerings)**

- **Building**

- **Minimum 10,000 ft² and 14' ceiling height**
 - **Zoning for 'recreation/entertainment' use (play, parties, café)**
 - **Buildout costs?**
 - **Ease of access – business supplies, customer drive**



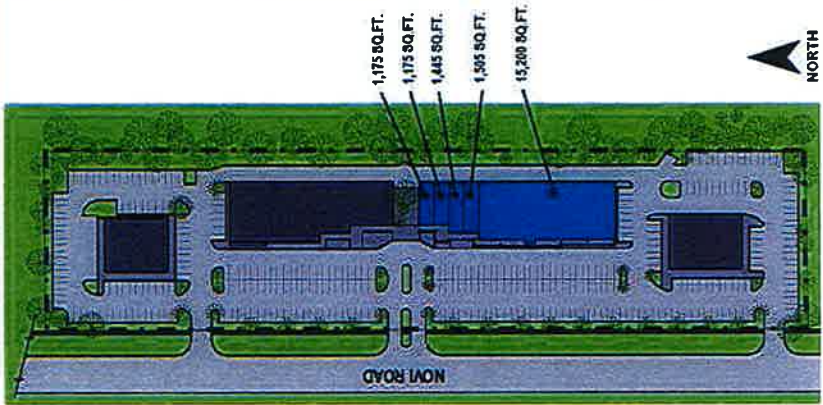
Novi Play!

Novi Play ! -

- **Location – Oakpoint Plaza, Novi, MI 48375**
- **Project Type – building lease, build-out and installation**
 - **Play Area (Play Structure, Ninja Course, Game Area, Dance Room, Lazer Frenzy, Virtual Reality, Viewing Furniture/Internet bars being considered)**
 - **Restaurant/Café (Kitchen Equipment, Bar Counters, Menu, Table/Chairs, Condiment Counter)**
 - **Banquet Rooms (Counters, Tables, Chairs, Video/Sound)**
 - **Other (Check-in, Shoe Cubbies, POS, Signage, Décor, Video/Sound. Startup)**
- **Background**
 - **Current business – Shopping mall recently renovated, multiple tenants, on border of Novi and Northville**
 - **Lease space size of 15,200 ft²**
 - **“Oakpoint plaza is a strong neighborhood center with mixed use retail, pharmaceutical, medical, and restaurant tenants”**
 - **Planned Services: Play, Restaurant, Parties (modeled off and expanded version of Rochester Play)**
- **Current Status**
 - **Anticipated January 2020 start**
 - **Approving lease, City approval, identifying contractors and suppliers**

Novi Play!

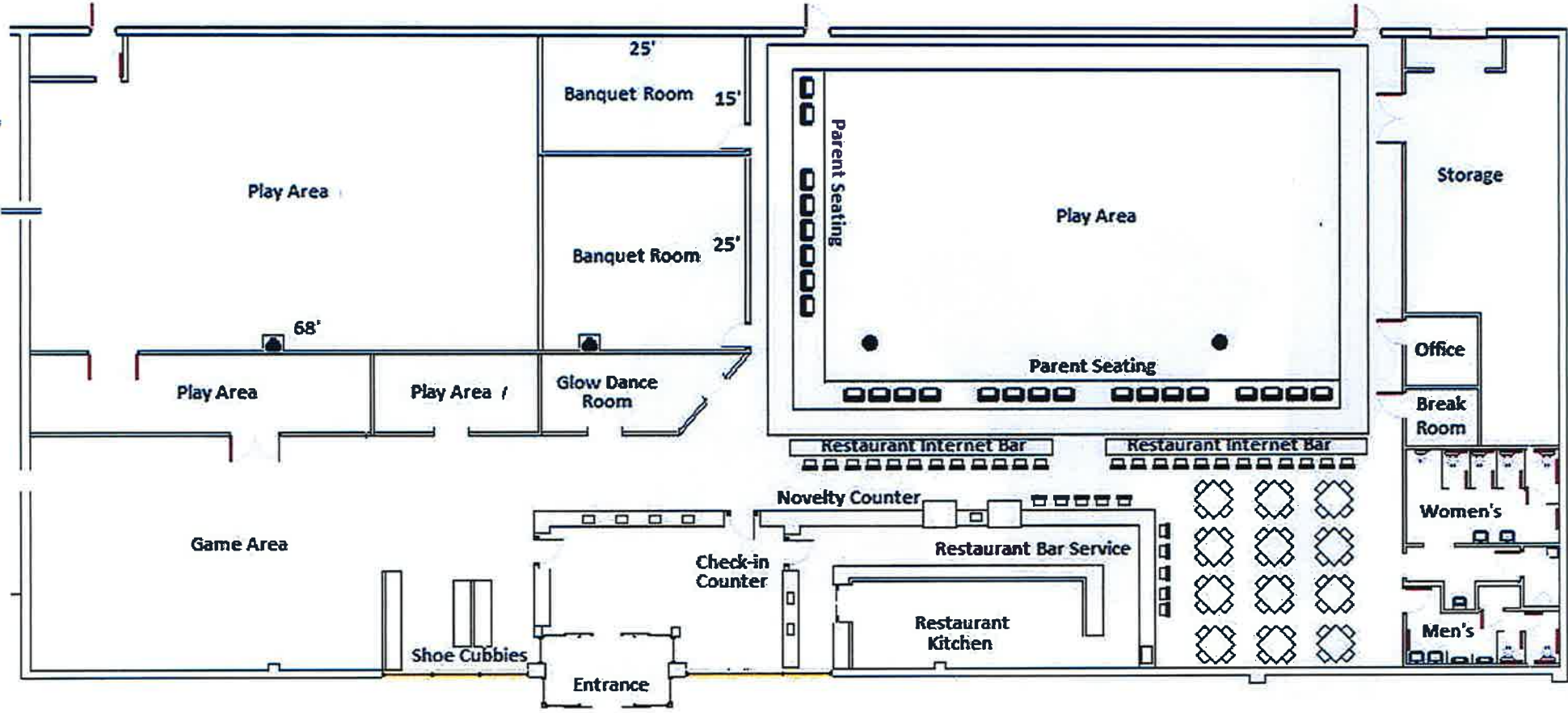
Oakpointe Plaza



Novi Play !



Novi Play !

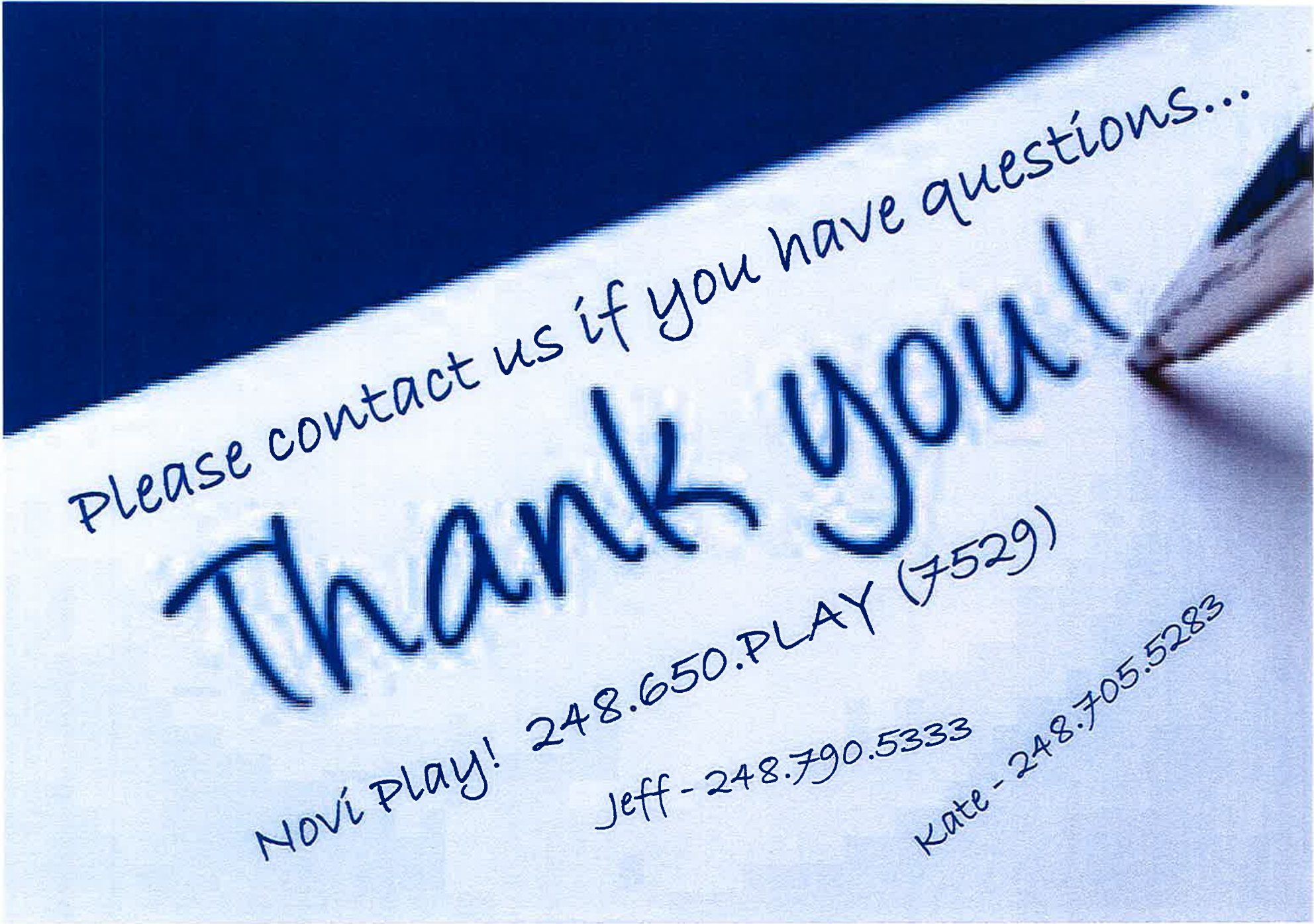


grand blanc + novi + rochester
PLAY!
indoor play + parties + cafe



Action Items/Next Steps?

THE END



Please contact us if you have questions...

Thank you!

NOVI PLAY! 248.650.PLAY (7529)
Jeff - 248.790.5333
Kate - 248.705.5283

EXHIBIT E

EXHIBIT E

EXHIBIT E

12/10/19

Layout 2N

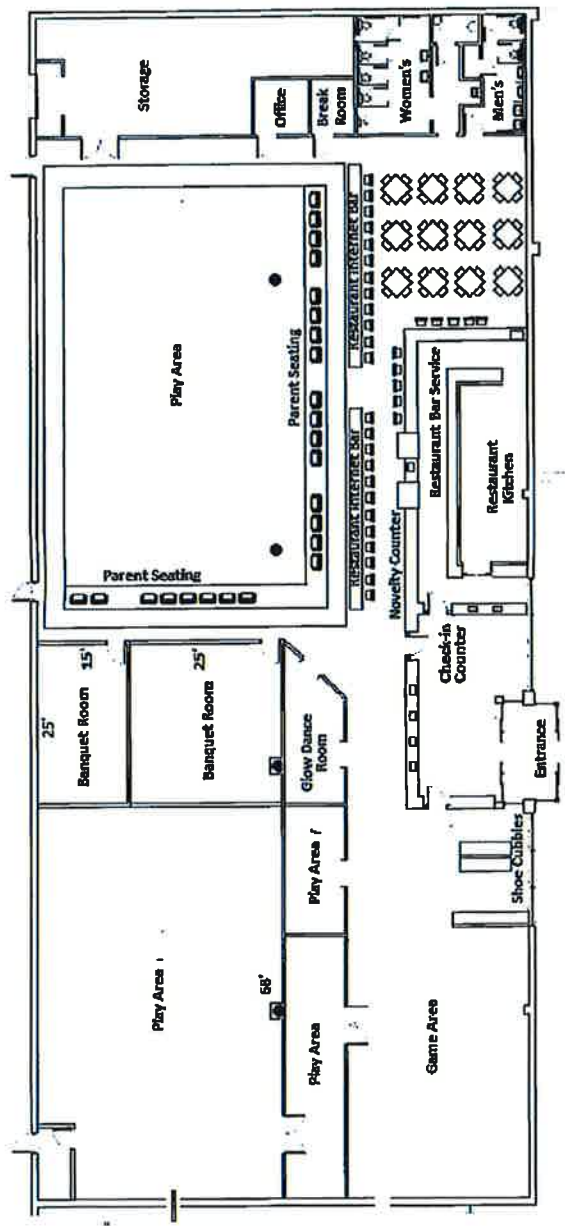


EXHIBIT F

EXHIBIT F

EXHIBIT F

IN THE STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

NOVA OAK POINTE PROPERTIES OF
NOVI, LLC, a successor in interest to
SELECTIVE DEVELOPMENT,
a Michigan corporation

Case No. 87-329917-CZ
Hon. ~~Edward Sosnick~~

Plaintiff,

vs.

CITY OF NOVI, a michigan municipal
corporation

Defendant.

~~JOSEPH F. GALVIN (P-13821)-
LEROY L. ASHER (P-37972)-
Attorneys for Plaintiff-
MILLER, CANFIELD, PADDOCK and
STONE 150 West Jefferson, Suite 2500-
Detroit, MI 48226-
(313) 963-6420~~

LANDRY, MAZZEO & DEMBINSKI PC
DAVID B. LANDRY (P32055)
Attorneys for Plaintiff
37000 Grand River Ave., Ste 200
Farmington Hills, MI 48335

~~DAVID M. FRIED (P-13710)-
DENNIS WATSON (P-31300)-
Attorneys for Defendant-
FRIED AND LEVITT, P.C.-
30700 Telegraph, Suite 3665
Bingham Farms MI 48025
(313) 645-1003~~

ROSATI, SCHULTZ, JOPPICH &
AMTSBUECHLER PC
THOMAS R. SCHULTZ (P42111)
Attorneys for Defendant
27555 Executive Dr., Ste 250
Farmington Hills, MI 48331

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.

37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

SECOND AMENDED JUDGMENT

At a session of said court held in
the City of Pontiac, County of Oakland,
State of Michigan on _____

PRESENT: HON. _____
Circuit Court Judge

Upon Stipulation and consent of the parties, this Court finds:

1. This matter originally having come before the Court for trial on February 19, May 10,12, and 13, June 13, June 30 and July 11, 1988;
2. The Court having issues a written opinion on July 27, 1988;
3. The Court having entered its judgment on October 18, 1988. A copy of the Judgment is attached hereto as Exhibit "A";
4. Pursuant to the terms of the original Judgment, Plaintiff, Selective Development company, is permitted to construct a commercial convenience center, allowing all uses permitted in the B-1 local business district, together with restaurant use, including a grocery store, pursuant to the City of Novi Zoning Ordinance No. 84-18, as amended through the date of the Judgment;
5. The Court having maintained continuing jurisdiction in this matter;
- ~~6.~~ The parties wish to subsequently modifyied the original October 18, 1988 Judgment by way of and this Amended Judgment shall supersede it entered by the Court on September 18, 1992;
- ~~6.7.~~ The parties wish to further amend the original Judgment of October 18, 1988 and the Amended Judgment of September 18, 1992 by entry of this Second Amended Judgment which shall supersede both the original Judgment and the Amended Judgment;

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.

37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

~~7.8.~~ The Defendant City of Novi having approved entry of this Second Amended Judgment on July 27, 1992 _____;

~~8.9.~~ The parties' agree that the operative provisions of this Second Amended Judgment are promises made by each of them to the extent that these provisions are applicable to their respective actions.

NOW THEREFORE, IT IS HEREBY DECLARED, ORDERED AND ADJUDGED:

- A. Plaintiff shall have the right to develop the property in accordance with the attached Exhibit "B". Exhibit "B" is the Final Site Plan for the "Oakpointe Plaza", further identified as SP-9104E, dated January, 1991 as amended through September, 1992, which shall be treated by the parties as an approved Final Site Plan. Provided, that Plaintiff shall construct a passing lane on the west side of Novi Road opposite the southern-most driveway of the development at such time as the warrants are met under the standards of the Oakland County Road Commission.
- B. The City of Novi, its agents, servants and employees, are hereby enjoined from interfering with the Plaintiff's proposed use of the subject property in accordance with said Final Site Plan, provided, Plaintiff shall obtain all necessary permits for said development required by applicable codes, ordinances, statutes and other laws, and shall submit the required applications and fees therefor. Where approval of any such permit is within the jurisdiction of the City of Novi said approval shall not be unreasonably withheld, conditioned or delayed.
- C. The City of Novi and Plaintiff understand that floor space in the buildings to be constructed on the Land is intended by Plaintiff to be leased to tenants, and that the needs of individual tenants will vary relative to the floor plan leased space and location of windows, below the canopy of exterior demising walls. Consequently, modifications

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.

37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

to the buildings on the Land to satisfy the needs of such tenants relative to those elements may be made by written request to the Plaintiff and the written approval of the City's Planning consultant, without the necessity of amending this Second Amended Judgment, which approval shall not be unreasonably delayed or withheld provided the request is consistent with the spirit and intent of this Second Amended Judgment. Provided further, such modifications shall not alter the building footprints, the facade materials or the architectural form of the buildings on the Land as depicted in Exhibit "B", and all tenants signage shall comport with applicable sign regulations as provided in Paragraph D.

- D. The city of Novi shall grant Plaintiff, its contractors and subcontractors all city permits and authorizations necessary to develop the Land in accordance with this Second Amended Judgment, including those necessary to bring electricity, telephone, gas, cable television, water, and sewer to the Land and to construct all such utilities on the Land, provided Plaintiff has made all requisite filings and submissions and has paid the required fees. This shall not relieve Plaintiff from obtaining all necessary approvals, permits, and authorizations from applicable utilities, and governmental agencies other than the city of Novi and its boards, commissions, staff and consultants. The City of Novi shall not unreasonably delay in providing or issuing its permits, authorizations and submissions required in connection with the development and use of the Land in accordance with this Second Amended Judgment. The city of Novi, the City Engineer and those city officials, employees, and agents of the City of Novi who have the responsibility for approving plans submitted to them shall approve such engineering, construction, and other Plans submitted by the Plaintiff which comply with this Second Amended Judgment and other applicable City Code requirements, subject to the

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.

37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

provisions of Paragraph E hereof. As a condition to receiving permits for construction upon the Land, construction plans must be submitted and approved by the City in accordance with the state Construction Code, as enforced in the City of Novi pursuant to Chapter 7, Article II of the Novi Code of Ordinances in effect of on the date of this Second Amended Judgment. As a condition to receiving permits for signage on the Land, application for sign permits shall be submitted to and approved by the City of Novi Department of Building and Safety in accordance with Chapter 28. For purposes of applying Chapter 28, the Land shall be a “business district”.

- E. Future amendments to the city’s Zoning Ordinance or other regulatory ordinances after October 18, 1988 shall not apply to prohibit development of the Land as provided in this Second Amended Judgment.
- F. Upon completion, said development shall be utilized solely for uses permitted within the B-1 local business district, together with the restaurant use, pursuant to the City of Novi Zoning Ordinance No. 84-18, as amended as of October 18, 1988 as well as public or private recreation facilities and instructional centers.
- G. It is further ordered and adjudged that this Second Amended Judgment is binding upon the parties, their heirs, successors and assigns. The obligations contained in this Second Amended Judgment shall run with the Land. A copy of theis Second Amended Judgment shall be recorded with the Oakland County Register of Deeds.
- H. The Court retains jurisdiction to interpret and enforce the terms and conditions of this Second Amended Judgment, reconcile any differences between the parties that may arise relating to performance of the terms of this Second Amended Judgment, assure there is no unreasonable delay in the issuance of building or constructions permits or

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.
7000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX

certificates of occupancy, and assure compliance by Plaintiff with all permits issued by the City.

Edward Sosniek, Circuit Judge

APPROVED AS TO FORM AND CONTENT:

David B. Landry (P32055)
Attorneys for Plaintiff

Thomas R. Schultz (P42111)
Attorneys for Defendant

LAW OFFICES
LANDRY, MAZZEO &
DEMBINSKI, P.C.

37000 GRAND RIVER AVE.
SUITE 200
FARMINGTON HILLS
MICHIGAN 48335

(248) 476-6900
(248) 476-6564 FAX