



Main Street SP 12-16 (formerly SP95-53)

MAIN STREET SP 12-16

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

REQUIRED ACTION

Recommend approval or denial of the amendments to Site Plan 95-53, Novi Main Street, and to consider Site Plan 12-16 for dissolution of the Novi Main Street Condominium and the Novi Market Condominium.

REVIEW	RESULT	DATE	COMMENTS
Planning	Approval recommended, subject to conditions	04/17/12	<ul style="list-style-type: none"> • All applicable parties are to sign the application (or its equivalent) and the parking, access, utility, and maintenance agreements acceptable to the City Attorney's office as a condition of Final Site Plan approval. • Applicant shall provide a cross-access easement on the Final Site Plan to show the location of cross-access easements. • Applicant shall revise the plan at the time of Final Site Plan Review to eliminate the encroachment of the Atrium Building on the property line. • All applicable parties to sign dissolution of Main Market condominium and Main Street condominium documents • Items to be addressed on the Final Site Plan submittal.
Engineering	Conditional approval recommended	04/17/12	<ul style="list-style-type: none"> • Items to be addressed on the Final Site Plan submittal.
Landscaping	Comments provided	04/5/12	<ul style="list-style-type: none"> • No Landscape issues identified at this time.
Fire	Conditional approval recommended	3/21/2012	Items to be addressed on the revised Preliminary Site Plan and/or the Final Site Plan submittal.

Motion sheet

Approval – Preliminary Site Plan

In the matter of the request of TCF Bank (Larry Czekaj) for Main Street SP 12-16, motion to **approve** the Preliminary Site Plan, subject to the following:

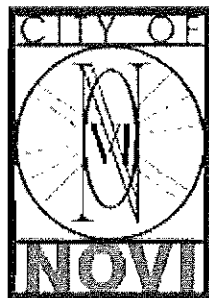
- a. All applicable parties to sign the following documents, or equivalent mutually-agreeable documents acceptable to the City Attorney's office:
 - Reciprocal Parking, Access, and Public/Private Utilities Agreement
 - First Amendment to the Exchange Agreement
 - Termination of Condominium Project and Master Deed – Main Market Condominium
 - Termination of Condominium Project and Master Deed Main Street Condominium
- b. Applicant to include locations of all applicable cross-access easements on a Revised Final Site Plan;
- c. Applicant to submit Application for Site Plan and Land Use Approval that includes the notarized signatures of all applicable parties;
- d. Applicant to provide a Revised Final Site Plan signed and sealed by an architect or engineer registered in the State of Michigan;
- e. Applicant to adjust of parcel lines for proposed Parcel 1 to eliminate existing building encroachment;
- f. Applicant to remove former condominium unit boundaries on the Revised Final Site Plan;
- g. City Assessor's office to review and approve proposed land division;
- h. Compliance with all the conditions and requirements listed in the staff and consultant review letters;
- i. *(additional conditions here if any)*

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

Denial – Preliminary Site Plan

In the matter of the request of TCF Bank (Larry Czekaj) for Novi Main Street, SP 12-16, motion to **deny** the Preliminary Site Plan ... because *the plan is not in compliance with the applicable provisions of the Zoning Ordinance.*

PLANNING REVIEW



cityofnovi.org

PLAN REVIEW CENTER REPORT

April 17, 2012

Planning Review

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

Petitioner

TCF Bank (Larry Czeka)

Review Type

Revised Preliminary / Final Site Plan

Property Characteristics

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

Project Summary

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

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

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

Recommendation

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

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

Ordinance Requirements

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

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

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

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

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

Response Letter

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



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

PLANNING REVIEW SUMMARY CHART

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

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

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

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

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

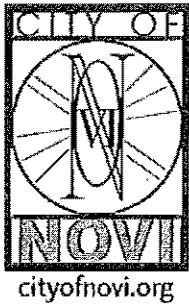
Item	Required	Proposed	Meets Requirements?	Comments
Barrier Free Space Dimensions (Barrier Free Code)	8' wide with a 5' wide access aisle for standard barrier free spaces, and 8' wide with an 8' wide access aisle for van accessible spaces	No new barrier-free spaces proposed	Yes	
Barrier Free Signs (Barrier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

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

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

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

ENGINEERING REVIEW



PLAN REVIEW CENTER REPORT

April 17, 2012

Engineering Review

Novi Mainstreet
SP12-16

Petitioner

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

Review Type

Revised Final Site Plan

Property Characteristics

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

Project Summary

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

Recommendation

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

Comments:

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

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

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

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

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

The following must be submitted with the Stamping Set:

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

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

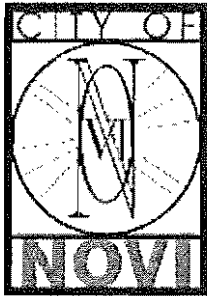
Prior to preparing stamping sets, the Applicant is advised to provide any revised sheets directly to the Engineering Department for an informal review and approval.

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



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

LANDSCAPE REVIEW



cityofnovi.org

PLAN REVIEW CENTER REPORT

April 5, 2012

Preliminary & Final Landscape Review

Novi Mainstreet Project - SP#12-16

Petitioner

TCF Bank (Larry Czekaj)

Review Type

Revised Preliminary / Final Site Plan

Property Characteristics

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

Project Submittal Summary

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

Ordinance Considerations

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

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

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

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

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

Street Tree Requirements (Sec. 2509.3.b.)

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

Parking Landscape (Sec. 2509.3.c.)

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

Building Foundation Landscape (Sec. 2509.3.d.)

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

Plant List (LDM)

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

Planting Details & Notations (LDM)

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

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

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

Financial Requirements

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

General

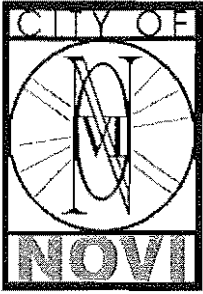
1. No Landscape Plan per Sec. 2509 of the Ordinance has been submitted at this time. A detailed Site Plan Landscape review will be provided at such time as specific uses and site layout are proposed and provided. Please note that ultimate landscape requirements, and necessary waivers, if any, will be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

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



Reviewed by: David R. Beschke, RLA

FIRE REVIEW



March 21, 2012

TO: Barbara McBeth, Deputy Director of Community Development

RE: Novi Mainstreet Project Cassis

SP#: 12-16

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Terry K. Margolls

Andrew Mutch

Justin Fischer

Wayne Wrobel

Laura Marie Casey

City Manager
Clay J. Pearson

Director of Public Safety
Chief of Police
David E. Molloy

Director of EMS/Fire Operations
Jeffery R. Johnson

Deputy Chief of Police
Thomas C. Lindberg

Assistant Chief of Police
Victor C.M. Lauria

Project Description:

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

Comments:

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

Recommendation:

This submittal is recommended for approval with the above condition.

Sincerely,

Michael W. Evans
Fire Marshal

cc: file

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

cityofnovi.org

APPLICANT RESPONSE LETTER



April 19, 2012

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

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

Dear Mr. Campbell:

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

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

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

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

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

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

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

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

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

Regards,



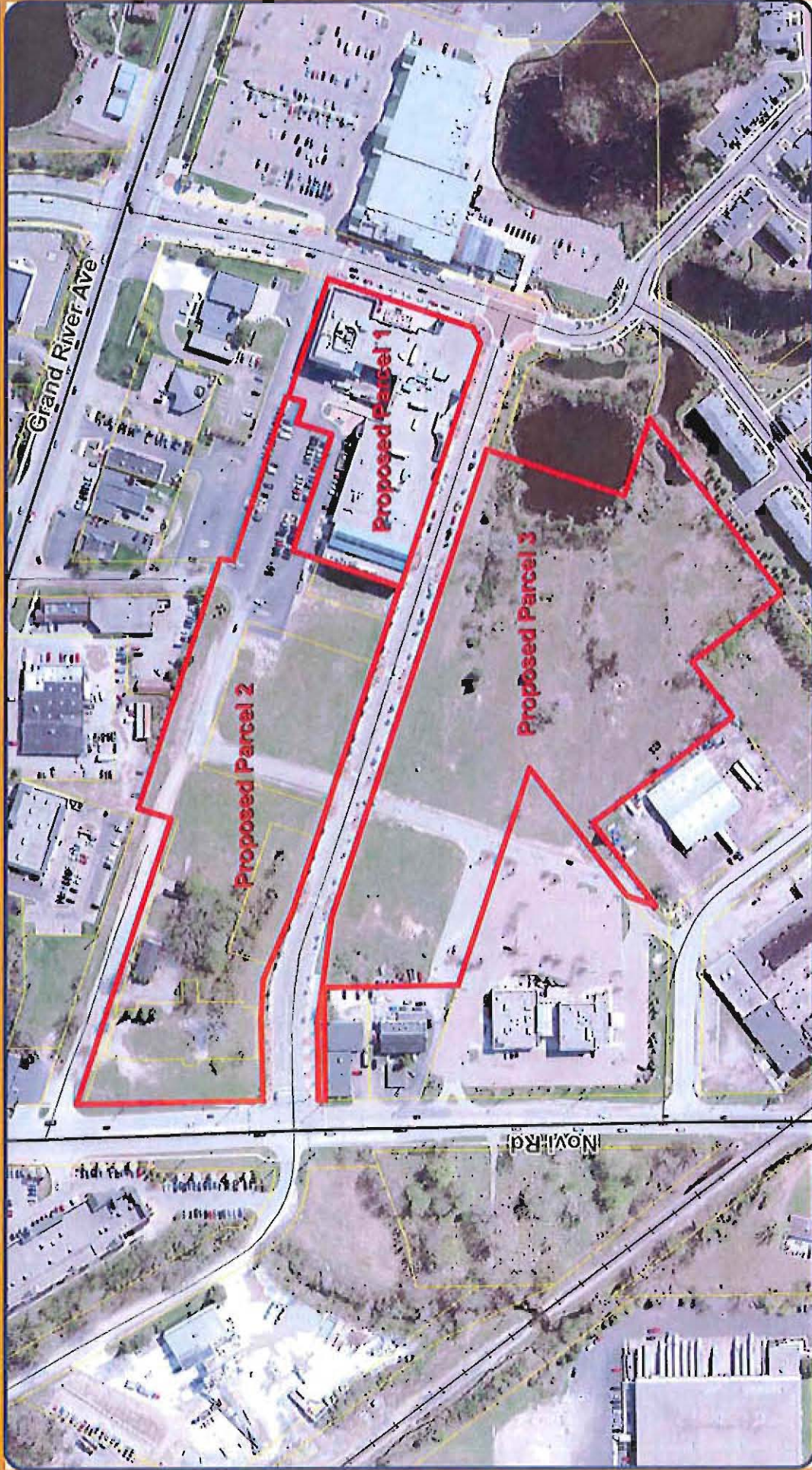
Larry Michael Czekaj
Senior Vice President
TCF National Bank

SITE PLAN

MAPS
Location
Zoning
Future Land Use
Natural Features

SP 12-16 Main Street

Location



Map Author: Dave Campbell
 Date: April 18, 2012
 Project: SP 12-16 Main Street
 Version: # 1.0

Approved By:
 Title:
 Department:

MAP INTERPRETATION NOTICE
 This information is provided for informational purposes only. It is not intended to be used as a legal document. The City of Novi is not responsible for any errors or omissions in this information. The City of Novi is not responsible for any actions taken based on this information. The City of Novi is not responsible for any damages or losses resulting from the use of this information. The City of Novi is not responsible for any actions taken based on this information. The City of Novi is not responsible for any damages or losses resulting from the use of this information.



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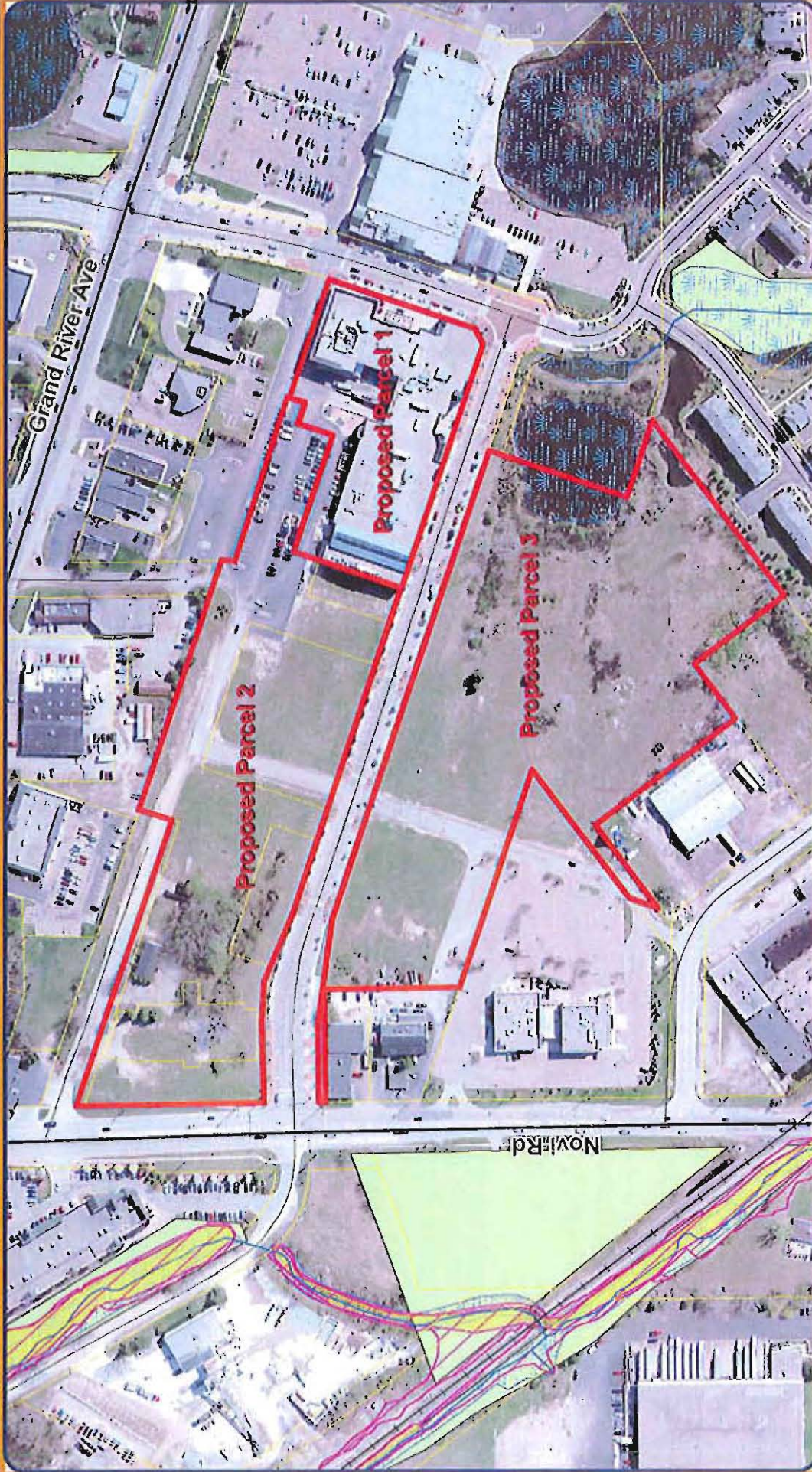


Map Legend
 Subject Properties
 Tax Parcels



SP 12-16 Main Street

Natural Features



Map Author: Dave Campbell
 Date: 12/15/2011
 Project: SP 12-16 Main Street
 Version: 1.0

Drawn By:
 Department:

DISCLAIMER
 This information is provided as a reference only and is not intended to be used for any official or primary purpose. This map was prepared in accordance with the standards and specifications of the City of Novi. The City of Novi is not responsible for any errors or omissions in this map. The user assumes all responsibility for the use of this information. For more information, please contact the City of Novi at 48375 W Ten Mile Rd, Novi, MI 48375.



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



Map Legend

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



DRAFT LEGAL DOCUMENTS

- **Main Street Area Reciprocal Parking, Access, and Public/Private Utilities Agreement**
 - **First Amendment to Exchange Agreement**
- **Termination of Condominium Project and Master Deed – Main Market Condominium**
- **Termination of Condominium Project and Master Deed – Main Street Condominium**

MAIN STREET AREA

RECIPROCAL PARKING, ACCESS, AND PUBLIC/PRIVATE UTILITIES AGREEMENT

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

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

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

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

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

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

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

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

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

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

I. In addition to the shared parking indicated in the Main Market Condominium, there is a "Reciprocal Easement, Utility and Parking Agreement" between Evergreen and Vic Kid, L.L.C., that encumbers a portion of Unit 1 of the Main Market Condominium and an area of the Luna property, which such agreement is recorded at Liber 14998, Pages 350-364, inclusive,

Oakland County Records. A subsequent agreement dated January 17, 2001, between Evergreen, Main Market L.L.C. (the then-owner of Unit 1), and Vic's Market Condominium Association, entitled "Parking Easement Agreement," provided for additional shared parking rights between Unit 1 and a portion of the Luna parcel, which such agreement is recorded at Liber 22431, Pages 620-632, inclusive, Oakland County Records.

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

K. In or around 2007, Units 2 and 3 of the Main Market Condominium were acquired by Triangle Main Street, L.L.C. ("Triangle"), which proposed a development on those two vacant parcels. The City granted preliminary site plan approval for the Triangle Main Street Development in or around 2007. Triangle subsequently prepared a "First Amendment to Master Deed Main Market Condominium," which it recorded at Liber 3945, Pages 230-236, inclusive, Oakland County Records. At the time, Triangle was the owner of Units 2 and 3, but not Unit 1. The owner of the former Unit 1 (now parcel 1), MAIN STREET PARTNERSHIP, disputes the efficacy of this Amendment. However, the Amendment, among other things, purported to create additional general common element areas on Unit 2.

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

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

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

O. subsequently, the Parties determined that it would be appropriate to dissolve both Condominiums that have been recorded and established on the Property in order to make Units 2 and 3 ready for redevelopment. Therefore, on _____, 2012, at the request of the Parties, the City of Novi approved a final site plan amendment, SP-_____, that contemplated the dissolution of both the Main Market Condominium and the Main Street Condominium and the creation of Parcels 1, 2, and 3 described above and in Exhibit B, subject to a land division as required by the City of Novi Code of Ordinances and applicable state law. The final site plan is attached as Exhibit D. The land division to create the three Parcels was granted by the City Assessor on _____, 2012.

P. The approval of SP-_____ was conditioned on the parties executing this Reciprocal Parking, Access, and Public/Private Utility Agreement to provide for shared parking and access rights consistent with the development approvals for the existing improvements, as well as rights with regard to shared access and the maintenance of other improvements on the Property, and to

acknowledge the existence of various utilities and other improvements or recorded easements. Similarly, the land division to create the Parcels was conditioned on the execution of this Reciprocal Parking, Access, and Public Utility Agreement.

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

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

Section 1. Grant of Reciprocal Parking and Access Easement

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

Section 2. Reasonable Use of Parking and Access Easement Areas

The Parties agree that their use of the Existing Parking and Access Easement Areas will be conducted in such a manner that it does not damage the areas or the existing improvements, or unreasonably interfere with the rights and free use of the parking and access easement areas by the Parties or their Permitted Users, or otherwise unreasonably increase the burden on such areas. No Party shall block or obstruct the Existing Parking and Access Easement Areas; no fences, walls, or other barriers may be placed therein by any party. Any Party that damages any portion of the Existing Parking and Access Easement Areas shall, as soon as practicable, repair and/or replace any damage that it has caused to the improvements thereon.

Section 3. Maintenance

During the entire term of this Agreement, each Party shall use the Existing Parking and Access Easement Areas in careful and proper manner, in compliance with all applicable laws and regulations. Each Party, at its sole expense, shall service, repair, and maintain, or cause to be serviced, repaired, and maintained, the area owned by such Party (that is, located on its Parcel, as described above) so as to keep such parking area in good condition, repair, and appearance and in working order for the purposes intended, ordinary wear and tear excepted; provided, however, that at all times the condition of the Existing Parking and Access Easement Areas shall be in compliance with all applicable laws and regulations, and shall include, at a minimum, restriping

and resurfacing at appropriate times so as to keep the condition of the Existing Parking and Access Easement Areas reasonably equivalent to other comparable commercial developments within the City of Novi; timely pothole repair; keeping the areas free of debris and weeds; timely snow removal; and maintenance of parking lot lighting in good working order and appearance.

Section 4. Improvements/Alterations

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

Section 5. Temporary Interruptions

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

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

Notwithstanding anything in this Agreement to the contrary, MAIN STREET PARTNERSHIP, as the owner of Parcel 1, may dedicate or assign spaces within the underground parking area located on Parcel 1 to the Permitted Users of Parcel 1. Such dedicated or assigned spaces shall not exceed ___% of the spaces, or ___ total spaces. In addition, MAIN STREET PARTNERSHIP may restrict access and/or implement security gates in connection with the underground parking spaces for the benefit of the Permitted Users of Parcel 1 between the hours of 7:00 pm and 7:00 am.

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

The Parties jointly submitted an application for an amendment to the site plan that created the Main Market Condominium. Such site plan approval (SP-_____) (Exhibit D) contemplated the dissolution of the Main Market Condominium and the establishment of three separate parcels (Parcels 1, 2, and 3). The site plan approval also establishes access to each as shown on the site plan. The site plan also depicts common public/private utilities and other easements, including certain underground and surface sanitary sewer, water, gas, electrical, telephone and cable, and

storm drainage facilities. The Parties further acknowledge that the joint submission of the application for amendment of the site plan represents their approval and consent to, and grant of any required easements for, such existing utilities and/or other existing improvements.

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

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

Section 8. Indemnification

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

Section 9. Insurance

Each party to this Agreement shall carry and maintain, or cause to be carried and maintained, throughout the term of this Agreement, commercial general liability insurance in the amount of at least \$5,000,000, combined single limit/per occurrence, subject to a commercially reasonable deductible, covering all bodily injury, including death, and property damage arising out of the use of the parking and access easement areas and the party's indemnity obligations under this Agreement. Notwithstanding any other language in the Agreement to the contrary, in no event shall any Party be liable to any other Party for consequential damages arising out of this Agreement.

Section 10. Effect on Existing Agreements

The Parties acknowledge the existence of the agreements between their predecessor(s)-in-interest, Evergreen and/or Main Market, L.L.C., and various third parties as recited above,

relating to parking, access, and utilities. The Parties agree that this Agreement does not modify such separate agreements, which remain in force and effect. The terms and conditions in this Agreement, and any covenants or promises herein, apply as between the Parties only, and not any third parties.

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

The Parties acknowledge that Parcels 1 and 2 are essentially vacant and/or undeveloped, and that building improvements will be proposed and constructed or installed thereon in the future. The Parties acknowledge and agree that any future building improvements shall stand on their own for purposes of compliance with the City of Novi Code of Ordinances, including the Zoning Ordinance, with respect to building location, size, setback, area, and the like. The Parties further agree that the parking within the Existing Parking and Access Easement Areas shall not be used to satisfy parking requirements for any new development or building improvements on Parcels 1 and 2.

More specifically, the Parties agree that:

(a) For purposes of parking calculations for buildings or uses constructed after the date of this Agreement on Parcels 1 and 2, the Existing Parking and Access Easement Areas shall be excluded from the calculation of developable area, and the existing parking spaces shall not be counted toward required parking for any new building improvements or new uses; such required parking shall be calculated under the standards for the applicable zoning district.

(b) Any new surface parking for new non-residential building improvements or new uses will be open to use by and among all Parties; that is, any non-residential surface parking areas shall be open to the Permitted Users of all Parties, and not gated. This limitation shall not apply to a parking structure, above or below ground, constructed on Parcel 2 or 3. This limitation shall not prohibit the assignment or designation of a limited number of spaces within any new surface parking area constructed on Parcel 2 or Parcel 3 for use by Permitted Users of those parcels, which number shall not exceed ___ % of the new spaces and shall be approved by the city of Novi at the time of site plan approval or amendment,

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

Section 12. Taxes and Assessments

Each party shall be responsible for all taxes and assessments of any kind levied against their Parcel, and no party shall have any responsibility to pay such taxes and assessments levied against any other Parcel not owned by the party.

Section 13. General Provisions

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

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

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

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

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

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

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

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

Effect of Waiver. Waiver by any Party in whole or in part, expressly or by acquiescence, of any breach or violation of any easement, covenant, and/or agreement herein shall not be construed as, and shall not constitute, a waiver of any other portion of this Agreement. A Party's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or a Party's waiver of any breach hereunder, shall not relieve

any other Party of any of its obligations hereunder, whether of the same or similar type. The foregoing shall be true whether the Party's actions are intentional or unintentional.

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

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

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

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

TCF NATIONAL BANK, a National
Banking Association

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

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

By: _____
Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires _____

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

By: _____
Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires _____

MAIN MARKET ASSOCIATION, a
Michigan non-profit corporation

By: _____
Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires _____

THIS INSTRUMENT DRAFTED BY:

WHEN RECORDED, RETURN COPY TO:

Tax Identification Number: _____

FIRST AMENDMENT TO EXCHANGE AGREEMENT

(MAIN STREET AREA)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Remainder of Agreement Unchanged

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

Section 4. General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

TCF NATIONAL BANK, a National
Banking Association

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

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

By: _____
Its:

STATE OF MICHIGAN)
)SS

COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

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

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

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

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires _____

THIS INSTRUMENT DRAFTED BY:

WHEN RECORDED, RETURN COPY TO:

Tax Identification Number: _____

TERMINATION OF CONDOMINIUM PROJECT AND MASTER DEED

MAIN MARKET CONDOMINIUM

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

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

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

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

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

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

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

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

TCF NATIONAL BANK, a National
Banking Association

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

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

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires _____

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

By: _____
Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires _____

MAIN MARKET ASSOCIATION, a
Michigan non-profit corporation

By: _____
Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires _____

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

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

Tax Identification Number: _____

TERMINATION OF CONDOMINIUM PROJECT AND MASTER DEED

MAIN STREET CONDOMINIUM

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

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

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

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

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

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

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

TCF NATIONAL BANK, a National
Banking Association

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

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

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires _____

MAIN STREET ASSOCIATION, a
Michigan non-profit corporation

By: _____
Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires _____

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

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

Tax Identification Number: _____