



CITY OF NOVI CITY COUNCIL
JULY 8, 2024

SUBJECT: Consideration of requests from E&S Global Inc (DBA: Yori Sushi):

- A. Consideration of a request for Special Land Use approval for service of alcoholic beverages.
- B. Consideration of request for a new Class C quota license to be used in an existing business located at 30650 Beck Rd, Novi, MI 48377 and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Yori Sushi's theme is "Elevating Japanese Culinary Artistry". Their mission is to bring the artistry of Japanese cuisine to life, elevating it to new heights of flavor and experience. With a strong foundation in the traditional techniques and recipes of Japan, Haejin Ju the sole owner and chef has been passionately crafting delectable dishes since 2020.

Ms. Ju aspires to become a distinctive asset to Novi's culinary diversity by complementing the restaurant's sushi and Japanese delicacies with a curated selection of premium beverages.

Liquor licenses are subject to both a special land use approval under the zoning ordinance and approval of a license under the City Code. ***Under both ordinance provisions, the Council is required to make findings to support the grant or denial of the request.***

Special Land Use Approval

The approval of a Special Land Use by the City Council requires findings in support of the City Council's decision. The standards for review under the zoning ordinance for special land use are:

1. The proposed establishment will promote the city's economic development goals and objectives and will be consistent with the city's master plan and zoning ordinance.

2. Given the character, location, development trends and other aspects of the area in which the proposed use or change in use is requested, it is demonstrated that the use will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city and that the addition of the use or proposed change in use will be an asset to the area.
3. The use or change in use as constructed and operated by the applicant is compatible with the area in which it will be located, and will not have any appreciable negative secondary effects on the area, such as:
 - I. Vehicular and pedestrian traffic, particularly during late night or early morning hours that might disturb area residents.
 - II. Noise, odors, or lights that emanate beyond the site's boundaries onto property in the area on which there are residential dwellings.
 - III. Excessive numbers of persons gathering outside the establishment.
 - IV. Peak hours of use that add to congestion or other negative effects in the neighborhood.
 - V. Fighting, brawling, outside urination, or other behavior that can accompany intoxication.

A public hearing was held on March 1, 2024 in the Novi Civic Center for consideration of the Special Land Use (SLU) request for approval for service of alcoholic beverages at Yori Sushi in accordance with Ordinance No. 18-266 which added Section 2525 to the Novi Zoning Ordinance. The Planning staff had previously reviewed the required application and Site Plan and found the documents to be complete. Charles Boulard, Community Development Director, Jeff Herczeg, Director of Public Works, and Jan Ziozios, Deputy Assessor, considered the request in accordance with the standards for review specified in Section 2525.d of the Zoning Ordinance and determined to forward a **recommendation to City Council for approval of the Special Land Use**.

Quota Liquor License Approval

The City currently has four new Class C quota liquor licenses available. Chapter 3 of the City Code contains the review criteria for considering a new license. Section 3-13 establishes the city's general licensing policy, which considers whether the facility:

- a) Will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city.
- b) Is of a character that will foster or generate economic development or growth within the city, or an identifiable area of the city, in a manner consistent with the city's policies.
- c) Represents an added financial investment on the part of a long-term business or resident with recognized ties to the city and the local community.

In addition, Section 3-15 (g) establishes specific criteria, evaluating the application with regard to:

The applicant (subsection [g][1]), such as:

- The applicant's management experience in the alcohol/liquor business

The facility (subsection [g][2]), such as:

- compliance with building, zoning, and other code requirements

- effects on traffic
- effects on surrounding businesses and neighborhood
- proximity of the proposed business facility to other similarly situated licensed liquor facilities

Benefits to the community (subsection [g][3])

- effects upon the economic development of the city
- effects on the health, welfare and safety of the general public
- whether the applicant has demonstrated a public need or convenience for the issuance of the liquor license for the business facility at the location proposed, taking into consideration, among other things:
 1. total number of licenses for similar establishments and/or operations in the city; and
 2. proximity of the establishment to other licensed liquor establishments
- The uniqueness of the facility contrasted with other existing or proposed facilities
- The permanence of the proposed facility in the community.

Section 3-17 of the City Code allows for an agreement on the prohibition on profiteering by Class C liquor license holders. Under the terms of the agreement, the City Council shall not approve the transfer of a Class C liquor license within three (3) years of the date of the original issuance of the license. A draft agreement is included in this packet.

The Police Department, Fire Department and Community Development do not object to the approval.

RECOMMENDED ACTION:

1. Approval of the request by E & S Global, Inc., (dba: Yori Sushi) for Special Land Use for service of alcoholic beverages because (a) the issuance of the liquor license to the existing establishment will promote the city's economic development goals and objectives by providing for increased services by an existing business, and will be consistent with the city's master plan and zoning ordinance because the additional service will promote long-term viability of an existing business by expanding its menu; and, (b) given the character, location, development trends and other aspects of the area in which the proposed use or change in use is requested, the applicant has demonstrated that the use will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city and that the addition of the use or proposed change in use will be an asset to the area because the applicant's Japanese cuisine offerings are unique to that part of the City, and its proposed offering of Sake and Soju are not currently available in that area within the City; and, (c) the use or change in use as constructed and operated by the applicant is compatible with the area in which it will be located, and will not have any appreciable negative secondary effects on the area, such as:
 - I. There will be no additional vehicular and pedestrian traffic added, particularly during late night or early morning hours that might disturb area residents because the applicant does not operate in the early morning or late evening hours with current hours being 11:30 am to 9:30 pm, with proposal to remain open no later than 10:00 pm.
 - II. Noise, odors, or lights do not emanate beyond the site's boundaries onto property in the area on which there are residential dwellings, because the

business is part of an existing shopping center that has been operating in a harmonious manner with adjacent residential areas and, additionally applicant has installed both ventilation to contain odor and also sound proofing improvements to eliminate external noise from the establishment.

- III. Excessive numbers of persons will not gather outside the establishment, as alcohol service will be provided at the indoor service area, and a full bar will not be available.
 - IV. Peak hours of use for the applicant's business will not change from the existing hours and are not expected to change existing congestion or other negative effects in the neighborhood.
 - V. Fighting, brawling, outside urination, or other behavior that can accompany intoxication is not expected to occur as the restaurant is predominantly geared toward food service.
2. Approval of the request for a new Class C quota license to be used in an existing business located at 30650 Beck Rd, Novi, MI 48377 and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders, because the addition of the license to this business will improve the diners' experience by allowing them to offer a curated selection of premium beverages consistent with the Japanese theme of the restaurant. No other businesses in the same shopping center operate with a liquor license or serve Sake or Soju. The use will not adversely affect surrounding uses, because the use is existing and the additional offerings are expected to enhance and strengthen the applicant's current base of customers by providing for a unique dining experience, and because the applicant otherwise appears to qualify for a license under the City's ordinance, based on the recommendations of the City's Department Heads.

YORI SUSHI
QUOTA LL

PARK LEGAL SOLUTIONS, PLC

2500 PACKARD ST. SUITE 205, ANN ARBOR, MI 48104

TEL: 734-677-4200 • FAX: 866-861-9540

HTTP://WWW.PARKLEGALSOLUTIONS.COM • EMAIL: [PARKLEGALSOLUTIONS@GMAIL.COM](mailto:ParkLegalSolutions@gmail.com)

January 30, 2024

City of Novi Clerk's Office and Novi City Council
45175 W 10 Mile Rd
Novi, MI 48375

Subject: Liquor License Application and Request for Administrative Special Land Use Approval for E&S GLOBAL INC (DBA: Yori)

My name is Jack Park. I am representing E&S GLOBAL INC and its sole owner, Haejin Ju, who is the applicant for this Class C liquor license.

We are submitting this City of Novi Liquor License Application for a Class C liquor license concurrently with the On-Premises Retailer License & Permit Application to the Michigan Department of Licensing and Regulatory Affairs.

This application is being submitted on behalf of E&S GLOBAL INC, doing business as Yori Sushi, a restaurant establishment **with 14 tables in approximately 2,300 square feet**. The restaurant has been successfully operating within the Beck Village Plaza shopping mall in Novi since 2020.

Please note that the applicant and her sister started Yori Sushi restaurant under Jfood LLC in 2019. Her sister sold her shares to the applicant in 2019, and now the applicant has been operating the business under E&S GLOBAL INC (DBA: Yori Sushi) since 2020 as the sole owner and is applying for a new Class C liquor license.

SITE PLAN, BUILDING FAÇADE PLAN, AND INTERIOR PLAN WITH SEATING ARRANGEMENT

The applicant, Yori Sushi, has been located in a shopping mall for about 4 years and is not a new establishment, nor is it attempting any expansion or changes to the existing structure, or building additions, improvements, or expansions. The applicant only seeks to obtain a Class C liquor license for her existing Japanese restaurant.

As such, we have been instructed by the City of Novi that a Façade Plan is not required to submit, but we need to submit some type of plan and mapping. As instructed, we are submitting an overhead map, a list of business locations, and a general floor plan.

Please see the attached documents, maps, floor plan, zoning districts, and photos.

ADMINISTRATIVE SPECIAL LAND USE

Administrative Special Land Use (ASLU) approval is typically required for unique land uses or potential impacts. We understand that ASLU is required in Novi, Michigan for all new Class C liquor license applications and for any applications that request an amendment to a site plan for an existing Class C liquor license.

As outlined in the City of Novi Code of Ordinances, specifically in section 4.89, it is stated that "[u]se Standard Applicability. Any land use that requires a license from the Michigan Liquor Control Commission (LCC) for the sale or consumption of beer, wine, or alcoholic beverages on premises and any expansion or other changes in such a land use shall require a special use permit in accordance with this Section."

However, the applicant is not establishing a new business, nor is she attempting any expansion or significant alterations to the site plan for her existing Japanese restaurant. There are no plans for building structures, additions, improvements, expansions, or changes to the current land use. The sole purpose of the application is to obtain a Class C liquor license for the existing Japanese restaurant.

Furthermore, both the shopping mall and the applicant's Japanese restaurant are already situated in a B-3 General Business District zoned for commercial uses. The applicant seeks approval exclusively for obtaining a Class C liquor license and is not making requests to expand or modify any other aspects of land use.

Also, the applicant's Japanese restaurant complies with all the required plans and zoning regulations imposed by the city of Novi. Moreover, the restaurant will contribute to the city's economy and fulfill the necessary findings outlined by the City Council under the zoning ordinance for special land use, as explained below.

1. Promoting the City's Economic Development Goals and Objectives: Yori Sushi is committed to actively promoting the economic development goals and objectives set by the City of Novi. Since our establishment in 2020, we have been a driving force in contributing to the local economy. We have consistently provided employment opportunities, stimulated economic growth, and supported the community by participating in local events and initiatives. By obtaining a Class C Liquor License, we aim to further enhance the city's economic landscape, attracting a broader customer base and increasing revenue for both our establishment and the local businesses around us.
2. Providing a Unique Service, Product, or Function: Yori Sushi specializes in Japanese cuisine and has been successfully operating within the Beck Village Plaza shopping mall since 2020. Our establishment offers a unique dining experience that is presently unavailable within the city. By introducing alcoholic beverages to our menu, we aspire to become a distinctive asset to the area. This addition will not only meet the demands of our patrons but will also contribute to the culinary diversity of Novi, making our restaurant a go-to destination for both residents and visitors.

3. **Representing an Added Financial Investment:** As the sole owner of E&S GLOBAL INC (DBA: Yori Sushi), I, HaejinJu, am deeply invested in the long-term success of our business and its positive impact on Novi. This application signifies our commitment to an added financial investment, further solidifying our dedication to the City of Novi and its local community. We recognize the importance of sustaining a thriving local economy and are prepared to contribute substantially to achieve this shared goal.
4. **Being Managed Successfully:** Yori Sushi has been managed successfully since its inception in 2020. With a proven track record of operational excellence, we assure the Community Development Department that our management team possesses the necessary experience and financial stability to successfully manage the business. Our commitment to upholding the highest standards of service, safety, and community engagement reflects our dedication to the long-term success of Yori Sushi as an integral part of Novi.

Furthermore, serving alcohol in the restaurant will not have any negative effects on the area

5. **Economic Development and City Master Plan:** Yori Sushi is committed to contributing to the economic development goals outlined by the city. As a long-standing participant in the local business landscape, our establishment aligns with the city's master plan and zoning ordinance. We have consistently strived to be an integral part of the community, fostering economic growth, and supporting local initiatives.
6. **Unique Contribution to the City:** Given the character and development trends of the area, Yori Sushi offers a unique dining experience, specializing in Japanese cuisine. Our establishment provides a service and product that is not presently available within the city, contributing to its culinary diversity. We firmly believe that the addition of our proposed liquor service will further enhance the appeal of the area and be a distinctive asset to the community.
7. **Compatibility and Mitigation of Negative Effects:** We are committed to ensuring that the operation of Yori Sushi is seamlessly integrated into the community, with a strong focus on minimizing any negative impact on the surrounding area. To address concerns outlined in your criteria:
 - (a) **Vehicular and Pedestrian Traffic:** Yori Sushi is located within Beck Village Plaza, which inherently manages and controls vehicular and pedestrian traffic. Late-night operations are limited to the mall's operating hours, minimizing disturbances to area residents.
 - (b) **Noise, Odors, and Lights:** The applicant's establishment employs state-of-the-art ventilation systems to contain odors, and we have implemented soundproofing measures to prevent noise disruptions. Exterior lighting is designed to comply with city standards, ensuring it does not extend beyond our premises.

(c) Excessive Gathering: Yori Sushi actively manages crowd control, ensuring that there are no excessive numbers of persons gathering outside the establishment. We collaborate closely with mall management to maintain a controlled and orderly environment.

(d) Peak Hours and Congestion: We operational hours are in line with the mall's schedule, and we have designed our peak hours to align with the overall shopping and dining patterns of the area, minimizing congestion during neighborhood peak times.

(e) Security and Disturbances: Yori Sushi has a comprehensive security plan in place to prevent disturbances, including fighting or brawling. We prioritize the safety of our patrons and neighbors by maintaining a vigilant and well-trained staff.

In conclusion, Yori Sushi is thrilled about the prospect of enhancing the economic and cultural vibrancy of the City of Novi. We value your time and thoughtful consideration of our application and eagerly anticipate the prospect of securing a Class C liquor license.

Committed to being a responsible and positive contributor to the local community, we kindly request your review of our application for a Class C liquor license, as well as approval for Administrative Special Land Use. Your attention to this matter is highly appreciated, and we look forward to the chance to enrich the city's dynamic and diverse culinary landscape.

If you have any questions or need more documents, please contact us at 734-677-4200. The best way to reach us is via email at jackpark1230@gmail.com.

Sincerely,

/s/ Jack Park

Jack Park, Esq.

PARK LEGAL SOLUTIONS, PLC

2500 Packard St. Ste 205,

Ann Arbor, MI 48104

Tel: 734.677.4200

Fax: 866.861.9540

LIST OF DOCUMENTS ATTACHED

1. City of Novi Liquor License Application Questionnaires A and B (Questionnaires C to be filed with Novi Police Department)
2. Service of Alcoholic Beverages Special Land Use Application Checklist
3. Application for Site Plan and Land Use Approval
4. Form LLC-106, Local Government Approval for your use

5. Appraisal Report of BECK VILLAGE PLAZA, LLC Novi, where the applicant, Yori, is located, showing the unit of the applicant.
6. Floor Plan of the applicant and Photos showing the interior seating arrangement of the restaurant.
7. Maps, showing Zoning Districts and locations where on-premises sales of alcoholic beverages presently exist within 1,000 feet (please note that one business selling alcoholic beverages is not a restaurant like the applicant).
8. Novi Zoning District Map, showing that the applicant's Japanese restaurant (E&S GLOBAL INC; DBA: Yori Sushi) is located in B-3, General Business District and 30560 Beck Road Appraisal Report.
9. Photos of the applicant's Japanese Restaurant from outside.
10. Lease Agreement, dated July 01, 2019, showing that the applicant, Haejin Ju, and her sister executed the Lease. (Please note that her sister sold her entire shares to the applicant in 2019, and the applicant has been running Yori Japanese Restaurant under her own company, E&S GLOBAL INC.) since 2020.
11. The applicant's driver's license
12. LARA state filing of the applicant's company and Articles of Incorporation
13. The applicant's Japanese Restaurant Menu
14. Certificate of Completion awarded to Haejin Ju
15. Certified Professional Food Manager
16. Food Service Establishment Inspection Report
17. Sales Tax License of the applicant's Japanese Restaurant, E&S GLOBAL INC
18. Certificate of Occupancy
19. Approved inspection from City of Novi Building Division
20. Fire Systems Maintenance Inspection Report
21. Worker's Compensation and Employer's Liability Policy for the applicant's Japanese Restaurant



**SERVICE OF ALCOHOLIC BEVERAGES
SPECIAL LAND USE
APPLICATION CHECKLIST**

City of Novi Community Development Department
45175 W. Ten Mile, Novi, MI 48375 248-347-0475; 248-
735-5633 fax www.cityofnovi.org

Haerin Ju

(Project/Applicant Names)

Note: If the service of alcoholic beverages will be in a new or remodeled building that requires site plan approval, also complete and provide a completed "Preliminary Site Plan Checklist."

ITEM	REQUIREMENT	Provided	No
1	Provide four sets of scaled 24" X 36" site plans with the following information:		✓
A	Provide name, address and phone number of Applicant.	✓	
B	Provide name, address, phone number and seal with original signatures of a Michigan-licensed architect, engineer, designer, landscape architect or planner who prepared the plan.		✓
C	Include the north arrow, legend, graphic and written scale on all sheets.		✓
D	Provide address, legal description, including tax ID number (metes and bounds for acreage, parcel, lot number(s), liber and page for subdivisions, unit number for condominiums) with gross land area in square feet or acres.		✓
E	Provide existing zoning and use of site and adjacent properties.	✓	
F	If building has received site plan approval, provide the general layout of existing physical improvements, showing the following: location of all existing buildings, parking, parking layout, streets and drives.		✓
G	If building has not received site plan approval or if it will undergo remodeling, show all proposed improvements including building locations, building facades, parking, parking layout, drives and streets.		✓
H	General floor plan and area of including but not limited to identifying the dining area, seating arrangement, outdoor seating area, beverage service areas, kitchen, waiting areas, stairwells, and storage areas.	✓	
I	All locations where on-premise sales of alcoholic beverages presently exist within 1,000 feet of the closest lot lines of the site and all uses within 500 feet.	✓	
J	Maximum occupancy of the premises.	✓	
2	Provide a narrative describing how this proposed establishment will do the following:		
A	Promote the City's economic development goals and objectives.		

	B	Provide a service, product or function that is not presently available or is not within the City or that would be unique to the City or in an identifiable area that the use will be an asset to the area or will be more convenient.	✓	
	C	Represent an added financial investment on part of a long-term business or resident with recognized ties to the City and the local community.	✓	
	D	Be managed successfully (Demonstrate that the applicant has the management experience and financial status to successfully manage the business).	✓	
3		Provide a narrative describing how the proposed use will not have any appreciable negative effects on the area such as the following:	✓	
	A	Vehicle and pedestrian traffic that might disturb area residents.	✓	
	B	Noise, odors, or lights that emanate beyond the site's boundaries onto residential properties.	✓	
	C	Excessive number of persons gathering outside.	✓	
	D	Fighting, brawling, outside urination, or other disturbing behavior that can accompany intoxication.	✓	
4		Provide a copy of a completed "City of Novi Liquor License Application."	✓	
5		Provide an original completed "Application for Site Plan and Land Use Approval."	✓	

FOR COMMUNITY DEVELOPMENT DEPARTMENT USE ONLY	
Date Application Received ____/____/____	
Date Public Hearing Scheduled ____/____/____	Date Notice Published ____/____/____
Service of Alcoholic Beverages Special Land Use Recommendation Committee Action Approval Recommended <input type="checkbox"/> Approval Recommended with conditions <input type="checkbox"/> _____ _____ _____ Denial Recommended <input type="checkbox"/>	
Ayes _____ Nays _____	
I certify that the Service of Alcoholic Beverages Special Land Use Recommendation Committee held a public hearing and made the above recommendation on the above date. _____, date ____/____/____	



**APPLICATION FOR SITE PLAN
AND LAND USE APPROVAL**
 City of Novi Community Development Department
 Planning Division
 45175 Ten Mile Road, Novi, MI 48375
 248-347-0475
cityofnovi.org

Check all that apply:

- Site Plan Approval
- Special Land Use
- Rezoning
- PRO
- SDO
- Wetland Permit
- Woodland Permit

N/A
Project Name

Use Tab function to navigate form. Point and click cursor to check boxes.

APPLICANT	E&S GLOBAL INC Company		Haejin Ju Primary Contact		Professional License Number, if applicable	
	30650 Beck Rd Street Address		Suite	Novi City	MI State	30650 Zip
	Phone Number		Alternate Phone Number		Email Address	

OWNER	N/A Project Name		Legal Name of Ownership, with Primary Contact			
	Street Address		Suite	City	State	Zip
	Phone Number		Alternate Phone Number		Email Address	

PROJECT INFORMATION	N/A Property Address, if known		North or South of which road?		East or West of which road?		
	Parcel Number(s) <small>(Contact Assessing Dept. if unknown)</small>		Section	Brief description of project (number of stories or units, etc.)			
	Current Zoning	Proposed Zoning	Gross Site Acreage <small>Size will be reviewed against Assessor's Records</small>		Woodland Acreage	Wetland Acreage	
						<small>If unknown, 2 acres will be used initially</small>	
	Number of units or lots		Building 1 SQ FT	Building 2 SQ FT	Building 3 SQ FT	Number of Phases	
	Additional information, if necessary						

ARCHITECT	N/A Architectural Firm		Primary Architect		Professional License Number, if applicable	
	Street Address		Suite	City	State	Zip
	Phone Number		Alternate Phone Number		Email Address	

ENGINEER	N/A	Engineering Firm	Primary Engineer	Professional License Number, if applicable		
	Street Address		Suite	City	State	Zip
	Phone Number		Alternate Phone Number		Email Address	

LANDSCAPE ARCHITECT	N/A	Landscape Architectural Firm	Primary Architect	Professional License Number, if applicable		
	Street Address		Suite	City	State	Zip
	Phone Number		Alternate Phone Number		Email Address	

WETLAND	N/A	Wetland Consulting Firm	Primary Consultant	Professional License Number, if applicable		
	Street Address		Suite	City	State	Zip
	Phone Number		Alternate Phone Number		Email Address	

WOODLAND	N/A	Woodland Consulting Firm	Primary Consultant	Professional License Number, if applicable		
	Street Address		Suite	City	State	Zip
	Phone Number		Alternate Phone Number		Email Address	

WETLAND INFO	Wetland Information: Please review City Ordinance Chapter 12 Article V, Wetlands and Watercourse Protection
	Will any onsite or offsite wetlands be impacted by the project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure
	Will any onsite or offsite wetland buffers be impacted by the project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure
	Total acreage of wetland disturbance: _____ Acres Is an MDEQ Permit required? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
	Are you proposing any wetland mitigation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of work, and amount of material to be added or removed from site, if known:	

WOODLAND INFO	Woodland Information: Please review City Ordinance Chapter 37, Woodlands Protection
	Are there regulated woodlands or trees (36" dbh or greater) onsite? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure
	Are there regulated woodlands or trees (36" dbh or greater) on adjacent site(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
	If yes to either question above, describe trees and proposed impact:

TRAFFIC

Traffic Information:

Are you required to submit a Traffic Study? Full Study Abbreviated No Not Sure
Are you required to submit a Shared Parking Study? Yes No Not Sure

FACADE

Facade Information:

Level of Façade review: New Review Review of Addition Affidavit for Identical Building
 Modification - use [Facade Modification Review Submittal Form](#)

REZONING

Rezoning Requests:

Please fill out the appropriate information on this application, and submit it with an explanation of your rezoning request and **Landowner's permission for submittal (if not the applicant)**. Submit four sets of the property survey, sign location plot plan, and traffic study (if applicable). If the rezoning is part of a Planned Rezoning Overlay (PRO) request, include ten sets of conceptual plans and written description of any and all conditions proposed for inclusion in the PRO Agreement, e.g., a limitation on total units, a limitation of square footage, location of proposed curb cuts, etc. See Section 7.13 of the Novi Zoning Ordinance for full description of the PRO.

SLU

Special Land Use Requests:

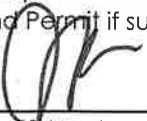
Please fill out the appropriate information on this application, and submit it with an explanation of your intended Special Land Use, Noise Analysis or Impact Statement (if required) and **Landowner's permission for submittal (if not the applicant)**. If this request is not being submitted with a new site plan, please submit four copies of the site plan.

SUBMITTAL REQUIREMENTS

Site Plan Submittal Requirements:

- Seven sealed and folded 24"x36" sets of plans and PDF copy of plans, maximum scale of 1" = 50', which include site plan, elevations, floor plans, engineering, landscape, wetland, woodland, stormwater management plans and lighting.
- Original signed and notarized copy of this application.
- Notarized original signature of Landowner authorizing permission, if Applicant is not the owner.
- Completed [Preliminary Site Plan Checklist](#).
- Applicable addendums: Community Impact Statement, Traffic Study (four copies), Shared Parking Study, SLU Description, Parallel Plan, PRO Conditions, Noise Analysis, [Project and Street Name Request Form](#).
- Façade Materials Board, three letter-size colored renderings, one letter-size site plan.
- [Hazardous Chemical Survey](#) and [Non-Domestic User Survey](#) (commercial and industrial projects only).
- Please contact the Community Development Department if you are submitting a platted subdivision for review.

I do hereby attest that all statements, signatures, descriptions, and exhibits submitted on/or with this application are true and accurate to the best of my knowledge and I am the property owner or I am authorized to file this application and act on behalf of the property owner and I have attached a notarized statement from the owner who grants me permission to act on his/her behalf. I acknowledge that by making this application I have consented to the entry of City officials, employees, agents, and/or representatives for all purposes in connection with this application and to insure compliance with City Ordinances. I acknowledge that this document serves as my request for a Wetland and/or Woodland Permit if such a permit is deemed necessary.



Signature of Applicant

11/22/2023

Date

Hagin Jr

Printed Name of Applicant

Signature of Landowner
may be submitted on separate notarized document

Date

Printed Name of Landowner



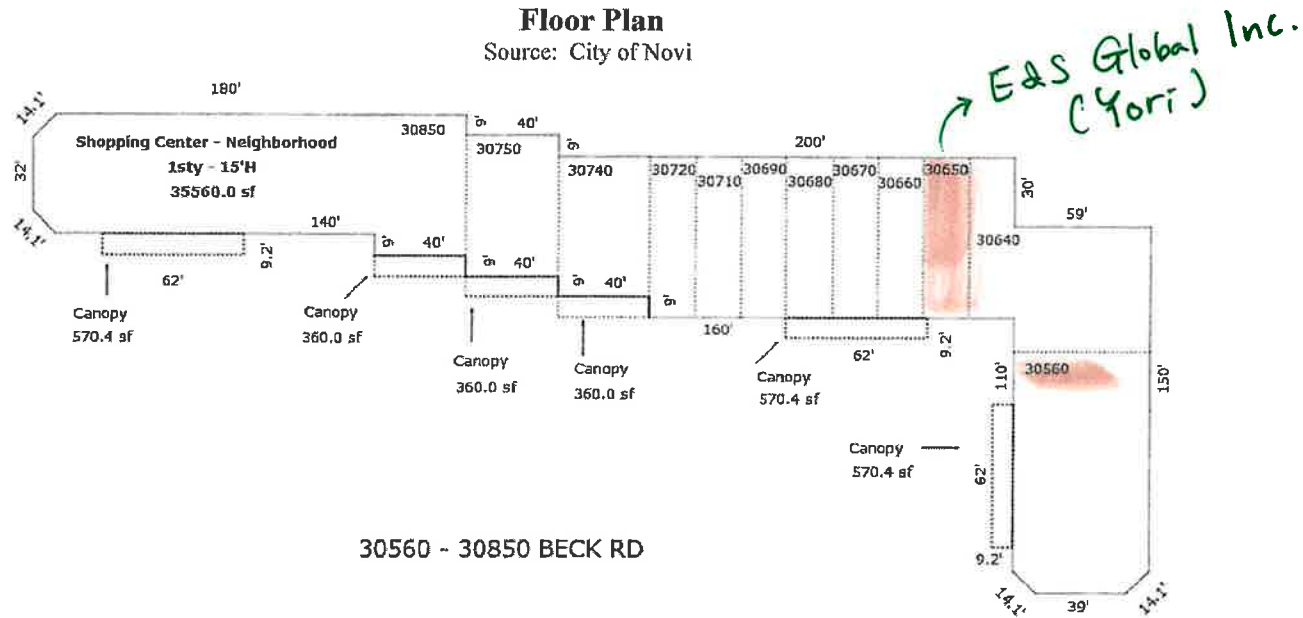
Notary 11/22/2023

Date

County: Washtenaw

State: Michigan

Floor Plan
Source: City of Novi



LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into as of the 1st day of July, 2019, is by and among BECK VILLAGE PLAZA, LLC, (the "Landlord") whose address is 14520 Stephens Rd, Warren, Michigan 48089 and JFOOD, LLC a Michigan limited liability company whose address is 30650 Beck Road, Novi, Michigan 48377 (the "Tenant").

ARTICLE 1 LEASED PREMISES; LANDLORD'S WORK

1.1 Leased Premises. In consideration of the payment of the rents and prompt performance by the Tenant of the covenants and agreements hereof, Landlord does hereby demise and lease to Tenant and Tenant does hereby take and lease from Landlord, a portion of the retail development described on Exhibit A, as the same may be expanded or contracted by Landlord, situated in Novi, Oakland County, Michigan and commonly known as Beck Village Plaza, (the "Center"), which leased premises is commonly known as 30650 Beck Road, Novi, Michigan 48377 (the "Leased Premises"). The exterior walls and roof of the Leased Premises and the area beneath the Leased Premises are not demised hereunder, and the use thereof, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Leased Premises are hereby reserved unto Landlord.

ARTICLE 2 TERM AND POSSESSION

2.1 Term and Possession. The initial term of this Lease shall commence on July 1, 2019 (the "Commencement Date"), and shall expire on January 31, 2025, unless sooner terminated as hereinafter provided.

2.2 Option to Renew. Provided Tenant is not in default hereunder, Tenant shall have the right and option, to be exercised in its sole discretion, to extend the term of this Lease for five (5) years at \$3,500 in rent per month, which shall commence on February 1, 2025 and end on January 31, 2030. All terms and conditions of this Lease shall remain in effect.

ARTICLE 3 RENT; SECURITY DEPOSIT

3.1 Base Rent. The fixed monthly rental during term hereof shall be as follows:

<u>Months</u>	<u>Rent</u>
1-6	\$0.00
7-66	\$3,000.00

Each such monthly installment shall be due and payable in advance on the first day of each calendar month during the term hereof, without prior notice and demand therefor. Tenant's obligations to pay rent shall begin on the Commencement Date. If the Commencement Date does not fall on the first day of the calendar month, then the first rent payment due on the Commencement Date shall be a prorated amount (based on actual days in such partial monthly divided by thirty) for such partial month in addition to the annual rental for said Lease Year

(i.e., "nonstructural") changes. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. Any damage caused to the Leased Premises and/or the common areas of the Center, or the facilities serving the same, by virtue of any alteration, addition or improvement installed by Tenant, whether authorized or unauthorized by Landlord, shall be the responsibility of Tenant and Tenant shall be liable for any necessary repairs. No work (other than initial fixturing) shall be performed by Tenant on the exterior of the Leased Premises between October 1 and January 15 of any year.

Tenant shall not at any time suffer or permit the attachment to the Leased Premises of any lien for work done or materials furnished in connection with any improvement or alteration of the Leased Premises by Tenant pursuant to this Paragraph or in connection with the maintenance of the Leased Premises by Tenant. If any such lien attaches to the Leased Premises and is not discharged or released within forty-five (45) days from the date of attachment, Landlord may at its option in addition to any of Landlord's rights under this Lease, pay to the lien claimant the amount of such lien and notify Tenant of such payment, in which event such amount shall be immediately due and payable by Tenant and shall bear interest at the Late Payment Interest Rate until paid.

All alterations, decorations, additions and improvements made by Tenant shall be deemed to have attached to the leasehold and to have become the property of Landlord upon expiration of this Lease or any extended term thereof, and the Tenant shall not remove any of such alterations, decorations, additions and improvements, except trade fixtures installed by Tenant.

5.4 Changes and Additions. Landlord reserves the right at any time, and from time to time, to demolish or construct other buildings and improvements in the Center, and to enlarge the Center, and to make alterations therein or additions thereto, and to build additional stories on any building or buildings within the Center, and to build adjoining thereto and to construct decks or elevated parking facilities and free-standing, single story buildings within the parking lot areas of the Center. Landlord reserves the right to relocate, at any time, the various buildings, parking areas and other common areas shown on Exhibit B; Tenant acknowledges that the said Exhibit B creates no easement rights in the common areas shown thereon, but only the right to use said areas in common with all other tenants and occupants of the Center, and to such others to whom Landlord has granted, or may hereafter grant rights to use the same, as said common areas may exist from time to time during the term of this Lease.

ARTICLE 6 INSURANCE

6.1 Liability Insurance. Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises, and the business operated by Tenant and any permitted subtenants of Tenant in the Leased Premises in which the limits of public liability shall be not less than One Million Dollars and 00/100 (\$1,000,000.00) per person and Two Million Dollars and 00/100 (\$2,000,000.00) per occurrence and in which the limit of property damage liability shall not be less than One Million Dollars and 00/100 (\$1,000,000.00). The policy shall name Landlord, any other parties in interest designated by Landlord, as additional named insured, shall contain a clause that the insurer will not cancel or change the terms of such insurance without first giving the Landlord thirty (30) days' prior written notice thereof and shall only be written by companies in the highest rating category by Best's Insurance Guide. Such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. A copy of such policy and a certificate of insurer certifying to the issuance of such policy shall be delivered to Landlord prior to Commencement Date and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

6.2 Property Insurance. Tenant shall, beginning with the date of execution and during the term hereof, carry insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Tenant's merchandise, trade fixtures, furnishings, windows, plate glass, equipment and all items of personal property of Tenant located on or within the Leased Premises, in an amount not less than the full amount of the actual replacement cost thereof. Such policy shall only be written by companies in the highest rating category by Best's Insurance Guide. A copy of such policy and a certificate of insurance certifying the issuance of such policy shall be delivered to Landlord prior to the Commencement Date and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

Upon the failure of Tenant to furnish any policy of insurance as set forth herein, Landlord may, at its option, in addition to Landlord's rights under this Lease, obtain the same and the premium thereof shall be immediately due and payable as additional rent with interest thereon at the Late Payment Interest Rate until paid.

6.3 Casualty Loss. In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty insured under the insurance carried by Landlord so as to become partially or totally untenable, the damage to the Leased Premises shall be promptly repaired by Landlord, to the extent of any proceeds received from such insurance, unless Landlord shall elect not to rebuild as hereinafter provided. The obligation of Landlord hereunder shall be limited to reconstructing the Leased Premises in accordance with the initial plans and specifications for the construction of the Leased Premises. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings or equipment. If more than twenty percent (20%) of the Leased Premises or the floor area of the building in which the Leased Premises are located shall be destroyed by fire or other casualty, or if, any casualty occurs to the Leased Premises during the last two (2) years of the term hereof and Landlord reasonably determines that any repair would be in excess of 90 days, then Landlord may elect either to repair or rebuild the Leased Premises or the building of which the Leased Premises are a part, as the case may be, or to terminate this Lease by giving written notice to Tenant of its election to so terminate, such notice to be given within ninety (90) days after the occurrence of such damage or destruction. Any such termination shall be effective on the date specified therefor in Landlord's notice to Tenant. If Landlord is required or elects to repair or rebuild the Leased Premises as herein provided, Tenant shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to its damage or destruction and if closed, promptly reopen for business.

6.4 Waiver of Subrogation. Each party hereto does hereby remise, release and discharge the other party hereto and any office, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

Each insurance policy required to be carried by Tenant under this Lease shall include a clause or endorsement to the effect that the release contained in this Paragraph 6.4 will not adversely affect or impair such policy or prejudice the right of the insured to recover under such policy, and each such policy shall permit this waiver of liability and contain a waiver of subrogation.

Tenant will not do, nor permit to be done, anything to or on the Leased Premises including carrying any stock of goods or bring anything into the Leased Premises, or permit anything to be brought into or kept

in or on said Leased Premises which will in any way tend to increase Landlord's insurance rates on the Leased Premises and/or the Center. Tenant agrees to pay as additional rent, within ten (10) days from the invoice date from Landlord any increase in premiums for Landlord's insurance that may be charged during the term of this Lease Agreement on the amount of insurance to be carried by Landlord on the Leased Premises and/or the Center resulting from any of the acts occurrence carried on or in the Leased Premises by Tenant, whether or not Landlord has consented to the same.

ARTICLE 7 INDEMNIFICATION

Tenant agrees to indemnify Landlord, and save it harmless from and against any and all claims, actions, damages, liability and expense, including attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises or the occupancy or use by Tenant of the Leased Premises or any part thereof, or arising from or out of Tenant's failure to comply with any of Tenant's obligations hereunder, or arising from any inaccuracy in Tenant's representations and warranties contained herein, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, customers or licensees. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all reasonable costs, expenses and attorneys' fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all Landlord's reasonable costs, expenses and attorneys' fees that may be incurred by Landlord in enforcing the Tenant's covenants and agreements contained in this Lease. Landlord agrees to indemnify Tenant, and save it harmless from any and all claims, actions, damages, liability and expense, including attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of or occasioned wholly or in part by any negligent act or omission of Landlord, its agents, contractors, employees, merchants, customers or licensees in, upon or at the common areas of the Center.

ARTICLE 8 MAINTENANCE OF LEASED PREMISES

8.1 Tenant's Obligations for Maintenance. During the term of this Lease, Tenant shall maintain in good condition the Leased Premises, including but not limited to the interior walls, floors and ceilings, the interior and exterior portion of all windows, plate glass, doors and openings, electrical, plumbing, and heating and cooling (HVAC), excepting normal wear and tear. The plumbing and sewage facilities shall not be used for any other purpose than that for which they are constructed. Tenant hereby agrees to be responsible for any expenses incurred in connection with any breakage, stoppage, or damage resulting from a violation of this provision by Tenant, its agents, employees, invitees, licensees or contractors.

Landlord shall deliver the HVAC system in good working condition, and shall warrant it for the first 60 days of Tenant's possession. Tenant's obligation to maintain or repair the HVAC system (Heating, Ventilation, and Air Conditioning) shall be capped at \$1,800.00 annually. If any provision contained in this Agreement conflicts with this provision with respect to the HVAC system, this provision shall govern and control.

Tenant shall keep and maintain the Leased Premises in a clean, sanitary and safe condition in accordance with the laws of the State of Michigan and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of governmental agencies

having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law, ordinance and otherwise, affecting the Leased Premises. If Tenant refuses or neglects to commence or complete any repairs required herein promptly and adequately, Landlord may, but shall not be required to do so, after giving Tenant notice of the required repairs and a ten (10) day opportunity to cure, make all or any part of said repairs and Tenant shall pay the cost thereof to Landlord upon demand, non-payment of which shall entitle Landlord to exercise any remedy available to it in the event of the non-payment by Tenant of rental or any other charges due to Landlord under this Lease. If such repairs are required as a result of any willful or negligent act of Landlord, its agents, employees or contractors, Tenant shall not be required to make such repairs except to the extent that Tenant is reimbursed therefor under any policy of insurance held by Tenant. Landlord shall at its sole cost and expense make repairs required as a result of such willful or negligent acts provided that such repairs are not covered by Tenant's insurance. In the event of an emergency, Landlord may, but shall not be required to do so, commence or complete repairs as herein provided after reasonable attempts to notify Tenant have been given. At the time of the expiration of the tenancy created herein, Tenant shall surrender the Leased Premises in good condition, ordinary wear and tear excepted.

8.2 Landlord's Obligations for Maintenance. Landlord shall keep and maintain the foundation, exterior walls and roof of the building in which the Leased Premises are located and the structural portions of the Leased Premises which were originally installed by Landlord, exclusive of doors, door frames, door checks, windows, and exclusive of window frames located in exterior building walls, in good repair. However, Landlord shall not be called upon to make any such repairs occasioned by the act or negligence of Tenant, its agents, employees or contractors, except to the extent that Landlord is reimbursed therefor under any policy of insurance permitting waiver of subrogation in advance of loss. Landlord shall not be called upon to make any other improvements or repairs of any kind upon said premises and appurtenances, except as otherwise set forth herein.

8.3 Acceptance As Is. At the time the Landlord delivers possession of the Leased Premises to Tenant, the HVAC unit(s) shall be in good working condition. Landlord and Tenant further agree that they will each pay one half of the cost of installing a new water heater in the premises. Other than the proceeding Tenant represents and acknowledges that it had ample time and opportunity for a thorough inspection of the Leased Premises. Tenant further acknowledges that neither Landlord or its agents have made any representations with respect to the building, the land upon which it is erected, or the leased property, and no rights, easements or licenses are required by Tenant by implication or otherwise except as expressly set forth in this Lease. The taking of possession of the Leased Premises by Tenant shall be conclusive evidence that Tenant accepts the same "as is" and that the Leased Premises and the building of which the same form a part are and were in satisfactory condition at the time possession was taken.

8.4 Non-Liability of Landlord. Landlord shall not be responsible for liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Leased Premises or located in the Center or any loss or damage resulting to Tenant or its property from burst, stopped or leaking water, gas or sewer pipes, or for any damage or loss of property within the Leased Premises from any cause whatsoever, except if it results from the fault of Landlord.

ARTICLE 9 COMMON AREAS

9.1 The term "common areas", as used in this Lease, shall mean the parking areas, roadways, ped

estrian sidewalks, delivery areas, landscaped areas, flashings, gutters and downspouts, and all other areas or improvements which may be provided by the Landlord for the convenience and use of the tenants of the Center, and their respective subtenants, agents, employees, customers, invitees, and any other licensees of Landlord. The use and occupancy by the Tenant of the Leased Premises shall include the use, in common with all others to whom Landlord has granted or may hereafter grant rights to use the same common areas located within the Center, and of such other facilities as may be designated from time to time, subject, however, to rules and regulations for the use thereof as prescribed from time to time by Landlord, which rules and regulations shall be uniformly and reasonably enforced. Tenant and its employees shall park their cars only in areas specifically designated from time to time by Landlord for that purpose. Automobile license number of employees' cars shall be furnished to Landlord upon Landlord's request. Tenant authorizes Landlord to cause any such car not parked in a designated area to be towed from the Center and Tenant shall reimburse Landlord for the cost thereon upon demand and otherwise indemnify and hold Landlord harmless with respect thereto. Landlord may at any time close temporarily any common area to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage non-customer parking; and may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof.

9.2 Landlord shall pay for maintaining common area and repair expenses associated with its property generally. Common area maintenance expenses include by way of example, but are not limited to: Parking lot and exterior building lighting, parking lot snow plowing, shoveling, lawn mowing/fertilization/aeration, tree and shrub trimming/fertilization/replacement, sprinkler system including well start-up, shutdown and repair, building exterior maintenance including painting, siding repair or replacement, parking lot seal coating, striping, parking sign repair or replacement, sidewalk and parking lot curb repair or replacement, roof and gutter repairs, and garbage, dumpsters services, and recycling services common to the building or property.

ARTICLE 10 ESTOPPEL STATEMENT, ATTORNMENT AND SUBORDINATION

10.1 Estoppel Statement. Tenant agrees within ten (10) days after request therefor by Landlord to execute in recordable form and deliver to Landlord a statement, in writing, certifying (a) that this Lease is in full force and effect, (b) the date of commencement of the term of this Lease, (c) that rent is paid currently without any off-set or defense thereto, (d) the amount of rent, if any, paid in advance, and (e) that there are no uncured defaults by Landlord or stating those claimed by Tenant, provided that, in fact, such facts are accurate and ascertainable. Failure of the Tenant to execute any statement or instruments necessary or desirable to effectuate the foregoing provisions of this Article within ten (10) days upon Tenant's receipt of Landlord's written request to do so, shall be deemed to be a statement from Tenant certifying as to the accuracy of the foregoing statements, with the full force and effect as if the same was signed by Tenant. In addition, Tenant shall pay to Landlord, as liquidated damages, the sum of \$25.00 per day for every day the receipt by Landlord of the estoppel statement is delayed beyond the 10 day period, which shall be immediately due and payable and if not paid, shall carry the same penalties as the failure to pay rent.

10.2 Intentionally Omitted.

10.3 Attornment. In the event any proceedings are brought for the foreclosure of, or in the event of the conveyance by deed in lieu of foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Premises or the Center, Tenant hereby attorns to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as the Landlord under this Lease.

10.4 Subordination. Tenant agrees that this Lease shall, at the request of the Landlord, be subordinate to any mortgages or deeds of trust that are now or may hereafter be placed upon the Leased Premises or the Center and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof. Tenant agrees, that upon the request of Landlord, any mortgagee or any trustee, Tenant shall execute whatever instruments may be required to carry out the intent of this Article.

10.5 Lender - Requested Amendments. If, in connection with obtaining financing or refinancing for the Premises of which the Leased Premises form a part, a banking, insurance or other institutional lender shall request reasonable modifications to this Lease as a condition to such financing or refinancing, Tenant shall not withhold, delay or defer its consent thereto. If within fifteen (15) days after written notice from Landlord, Tenant fails or refuses to execute with Landlord the amendment(s) to this Lease accomplishing the reasonable modification(s) which are stated by Landlord to be necessary in connection with approval of this Lease for the purposes of such financing, Landlord, at its sole option shall have the right to either terminate this Lease, or execute any instrument for and on behalf of Tenant as its attorney-in-fact. In acknowledgement thereof, Tenant hereby appoints Landlord as its irrevocable attorney-in-fact solely to execute any instruments required to carry out the intent of this Article on behalf of Tenant. By way of example, and not by limitation, the following modifications shall be deemed reasonable modifications: (i) Subordination - any change(s) to the subordination and attornment provisions of this Lease, (ii) Notice - any change(s) to the notice provisions of this Lease which require Tenant to give notice of any default by Landlord to the lender, or (iii) Default - any changes to the default provisions of this Lease which permit the lender to cure any defaults by Landlord together with the granting of such additional time to cure as may be required for Lender to get possession of the building of which the Leased Premises are a part.

ARTICLE 11 ASSIGNMENT AND SUBLETTING

11.1 By Tenant. Tenant shall not sell, assign, mortgage, pledge or in any manner transfer this Lease, nor sublet the Leased Premises nor any part thereof, nor allow anyone to conduct business at, upon or from the Leased Premises, without Landlord's prior written consent. Except as provided herein, the sale, issuance or transfer of any voting capital stock of Tenant or of any company or other entity directly or indirectly controlling Tenant, or the merger of Tenant or of a company into Tenant, or of any company directly or indirectly controlling Tenant, which directly or indirectly results in a change in the voting control of Tenant or the conversion of Tenant into a limited liability company, limited liability partnership or other form of limited liability entity shall be deemed to be an assignment of this Lease within the meaning of this Paragraph. Any such transfer, either voluntarily or involuntarily or by operation of law or otherwise, without the consent of Landlord shall at Landlord's option terminate this Lease, and any purported such transfer shall be null and void. If the Tenant's interest in and to this Lease is assigned, the Tenant's liability for the performance of any of the terms, conditions, covenants and agreements contained herein to be performed by Tenant shall remain in full force and effect, notwithstanding the fact that Landlord may have consented to such assignment and Landlord may, as a condition to granting this consent to an assignment, require a personal guaranty by the principal owner or owners of Tenant. Landlord has entered into this Lease with

Tenant in order to obtain for the benefit of the entire Center the unique attraction of Tenant's trade name, and the foregoing prohibition on assignment or subletting or the like is expressly agreed to by the Tenant as an inducement to Landlord to lease to Tenant.

11.2 By Landlord. Landlord shall have the right to transfer, assign and convey in whole or in part, any and all of the rights, obligations and interests of Landlord under this Lease. In the event Landlord transfers, assigns, or conveys its interest in this Lease, Landlord shall give Tenant written notice of such transfer, assignment or conveyance and Landlord shall be released from all claims of Tenant after the date of notice.

ARTICLE 12 EMINENT DOMAIN

12.1 Total Taking of Leased Premises. If all the Leased Premises shall be appropriated or condemned by any public or quasi public authority in the exercise of its right of condemnation or eminent domain, this Lease shall terminate as of the time when possession shall be acquired by such public or quasi public authority, and the rent shall be paid up to that day with a proportionate refund by Landlord of such rent as may have been said in advance for a period subsequent to the date of the taking.

12.2 Partial Taking of Leased Premises.

(a) If more than thirty-five percent 35% of the Leased Premises shall be taken under eminent domain, or if less than the whole but more than twenty (20%) percent of the building in which the Leased Premises are located shall be taken under eminent domain, then Landlord and Tenant shall each have the right to terminate this Lease and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking. In the event neither party exercises said right of termination, the lease term shall cease only on the part so taken as of the day possession shall be taken by such public authority and Tenant shall pay rent up to that day, with appropriate refund by Landlord of such rent as may have been paid in advance for a period subsequent to the date of the taking, and thereafter all the terms herein provided shall continue in effect, except that the minimum annual rental shall be reduced in proportion to the amount of the Leased Premises taken and Landlord shall, at its own cost and expense, make all the necessary repairs or alterations to the basic building as originally installed by Landlord, so as to constitute the remaining Leased Premises a complete architectural unit.

(b) If more than twenty-five (25%) percent of the common areas of the Center shall be taken under the power of eminent domain, Landlord may by written notice to Tenant within ten (10) days after such taking, terminate this Lease and declare the same null and void.

12.3 Landlord's and Tenant's Damages. All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall belong to and be the property of Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee in the Leased Premises or the Center; provided, however, that Landlord shall not be entitled to the award made for depreciation to, and cost of removal of Tenant's stock and trade fixtures.

ARTICLE 13 DEFAULT OF THE TENANT

13.1 Right to Re-Enter. In the event Tenant:

- (a) fails to pay any rent or other charges due hereunder as and when each such rent or other charge shall be due; or
- (b) fails to furnish and keep in full force and effect any policy of insurance with respect to the Leased Premises as set forth in Article VI hereof where such failure continues for ten (10) days after written notice thereof; or
- (c) fails to use the Leased Premises in the manner set forth in Paragraph 5.1 hereof or otherwise violates the provisions of Paragraph 5.1 hereof where such failure continues for ten (10) days after written notice thereof; or
- (d) fails to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant where such failure continues for ten (10) days after written notice thereof; or
- (e) abandons the Leased Premises, or permits this Lease to be taken under any writ of execution;

- then the Landlord, in addition to any other rights or remedies it may have, shall have the right to declare this Lease terminated and the term ended and/or shall have the immediate right of possession to the Leased Premises and of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without evidence of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

13.2 Right to Relet. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such repairs or alterations as may be necessary or desirable in order to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as are commercially reasonable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any reasonable costs and reasonable expenses of such reletting, including reasonable brokerage fees and reasonable attorneys' fees and of costs of such alterations and repairs; third, to the payment of rent and other charges due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rent and other sums received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorneys' fees, and including the worth at the time of such

termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term less the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the base rent set forth in Paragraph 3.1 hereof.

13.3 Legal Expenses. If any legal fees are incurred by Landlord in enforcing the terms of this Lease then Tenant shall be liable for such reasonable costs. Same shall be due and payable upon presentation of a bill therefor.

ARTICLE 14 BANKRUPTCY OR INSOLVENCY

14.1 Tenant's Interest Not Transferable. Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the Federal Bankruptcy Code.

14.2 Termination. In the event the interest or estate created in Tenant hereby shall be taken in execution or by other process of law or if Tenant is adjudicated insolvent by a court of competent jurisdiction other than the United States Bankruptcy Court, or if a receiver or trustee of the property of Tenant shall be appointed by reason of the insolvency or inability of Tenant to pay its debts, or if any assignment shall be made of all or any portion of the property of Tenant for the benefit of creditors, then and in any such event, this Lease and all rights of Tenant hereunder shall automatically cease and terminate with the same force and effect as though the date of such event were the date originally set forth herein and fixed for the expiration of this Lease, and Tenant shall vacate and surrender the Leased Premises but shall remain liable as herein provided.

14.3 Tenant's Insolvency. Upon the allowance of any petition under any insolvency law except under the Federal Bankruptcy Code of the appointment of a trustee or receiver of Tenant or of any of its assets, Landlord may terminate this Lease, unless such allowance of the petition or the appointment of a trustee or receiver is vacated within sixty (60) days after such allowance or appointment.

14.4 Rights and Obligations Under the Federal Bankruptcy Code.

(a) Upon the filing of a petition by or against Tenant under the Federal Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be appointed agree as follows: (1) to perform each and every obligation of Tenant under this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; and (2) to pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the Lease Premises an amount equal to all base rent and other charges otherwise due pursuant to this Lease; and (3) to reject or assume this Lease within sixty (60) days of the filing of such petition under Chapter VII of the Federal Bankruptcy Code or within one hundred twenty (120) days (or such shorter term as Landlord, in its sole discretion, may deem reasonable so long as notice of such period is given) of the filing of a petition under any other Chapter; and (4) to do all other things of benefit to Landlord otherwise required under the Federal Bankruptcy Code; and (5) to be deemed to have rejected this Lease in the event of the failure to comply with any of the above; and (6) to have consented to the entry of an order by an appropriate United States Bankruptcy Court providing all of

the above, waiving notice and hearing of the entry of same.

(b) No default of this Lease by Tenant, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord.

(c) It is understood and agreed that this is a Lease of real property in a shopping center as such a lease is described in Section 365(b)(3) of the Federal Bankruptcy Code.

(d) In addition to any other conditions or obligations imposed upon Tenant or its successor by this Lease in the event of assumption and/or assignment pursuant to this Paragraph the Tenant or its successor shall: (1) cure any monetary defaults and reimburse any pecuniary loss within not more than thirty (30) days of assumption and/or assignment; and (2) demonstrate in writing that it has sufficient background including, but not limited to, substantial retailing experience in shopping centers of comparable size and financial ability, to operate a retail establishment out of the Leased Premises in the manner contemplated in this Lease and meet all other reasonable criteria of Landlord as did Tenant upon execution of this Lease; and (3) secure the prior written consent of any mortgagee to which this Lease has been assigned as collateral security; and (4) keep the Leased Premises, at all times, as a single store without any physical changes (unless in compliance with the applicable provisions of this Lease).

ARTICLE 15 TENANT'S PROPERTY

15.1 Taxes on Tenant's Property. Tenant shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.

15.2 Loss and Damage. The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises, or any part of the premises adjacent to or connected with the Leased Premises, or any part of the building of which the Leased Premises are a part, or for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or for any damage or loss of property within the Leased Premises from any cause whatsoever.

15.3 Notice by Tenant. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Leased Premises or in the building of which the Leased Premises are a part or of defects therein or in any fixtures or equipment.

ARTICLE 16 QUIET ENJOYMENT

Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without substantial hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease, and any mortgages to which this Lease is subordinate.

ARTICLE 17 HOLDING OVER

17.1 Holding Over. Any holding over after the expiration of the term hereof with or without the consent of Landlord shall be construed to be a tenancy from month to month at monthly rent equal to one hundred fifty (150%) of the monthly rent, and shall otherwise be on the same terms and conditions herein specified so far as applicable. Notwithstanding anything to the contrary, Tenant shall, in addition to the holdover rental be liable to Landlord for all costs, losses, claims or expenses (including attorneys fees) which Landlord may incur as a result.

17.2 Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements therein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Article 11 hereof.

ARTICLE 18 ACCESS BY LANDLORD

With two day written notice in advance, Landlord shall have access to the Leased Premises at all reasonable times to examine the same and to show them to prospective purchasers or mortgagees of the building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Leased Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise so long as the foregoing do not result in any substantial interference with Tenant's business. During the six months prior to the expiration of the term of this Lease or any renewal term, Landlord may exhibit the Leased Premises to prospective tenants and place upon the Leased Premises the usual notices "To Let" or "For Rent" which notices Tenant shall permit to remain thereon without molestation.

ARTICLE 19 LANDLORD'S EXCULPATION

Notwithstanding anything herein contained to the contrary, Tenant shall look solely to the estate and property of Landlord in the Center for the satisfaction of Tenant's remedy or for the collection of a money judgment obtained by reason of any default or breach by Landlord of the terms, covenants and conditions of this Lease. No other property or assets of Landlord shall be subject to the levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies or money judgments against Landlord.

ARTICLE 20 RULES AND REGULATIONS

Tenant agrees to comply with and observe all rules and regulations established by Landlord from time to time, provided the same shall apply uniformly to all tenants of the Center. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the

same were contained herein as covenants.

ARTICLE 21 MISCELLANEOUS

21.1 Non-Waiver. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord.

21.2 Entire Agreement. This Lease, the Exhibits and Appendices attached hereto and forming a part hereof, supersede all prior and contemporaneous negotiations, discussions and agreements between the Landlord and Tenant, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

21.3 Interpretation and Use of Pronouns. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

21.4 Force Majeure. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by a cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, riots, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.

21.5 Captions and Paragraph Numbers. The captions, Paragraph numbers and Article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such Paragraphs or Articles of this Lease nor in any way affect this Lease.

21.6 Injunction. In addition to all other remedies, Landlord is entitled to the restraint by injunction of all violations by Tenant, whether actual, attempted or threatened, of any covenant, condition or provision of this Lease.

21.7 Intentionally Omitted.

21.8 No Recording. Tenant shall not record this Lease without the prior written consent of

Landlord.

21.9 Service of Notice. Notices hereunder shall be in writing signed by the party serving the same and shall be sent by Registered or Certified U.S. Mail, Return Receipt Requested, postage prepaid, and

(a) if intended for Landlord, shall be addressed to:

Beck Village Plaza, LLC
c/o Haytham Beshi
14520 Stephens Rd
Warren, Michigan 48089

(b) if intended for Tenant, shall be addressed to:

Jfood, LLC
30650 Beck Road
Novi, Michigan 48377

or to such other address as either party may have furnished to the other from time to time in accordance with this Paragraph 21.9. Any notice so mailed shall be deemed to have been given as of the time said notice is deposited in the U.S. Mail, unless otherwise provided herein. Tenant agrees to give a duplicate copy to Landlord's mortgagee of any notice to Landlord.

21.10 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

21.11 Execution of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

21.12 Broker's Commission. Tenant represents and warrants to the Landlord that there are no claims for brokerage commissions or finder's fees in connection with this Lease arising from any such claim arising from an alleged agreement or act by the Tenant, and Tenant agrees to indemnify Landlord and hold it harmless from all liabilities (including, without limitation, the cost of reasonable counsel fees in connection therewith); such agreement to survive the termination of this Lease.

21.13 Waiver of Trial by Jury. Landlord and Tenant each hereby waive trial by jury of any dispute arising under this Lease.

21.14 Waiver of Counterclaims. In the event Landlord commences any proceedings against Tenant pursuant to this Lease Agreement, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

21.15 Laws of the State of Michigan. This Lease shall be governed by, and construed in accordance with, the laws of the State of Michigan. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by the law.

21.16 Possession of Leased Premises. Once Tenant has delivered the first two months' rent to Landlord, Tenant may be given possession of the Lease Premises prior to the Commencement Date so Tenant can ready the Leased Premises for Tenant's business. During the time that Tenant has possession of the Leased Premises Tenant must maintain the insurance required under Article 6 hereof and must provide Landlord with a certificate of insurance. Notwithstanding anything else contained herein the provisions of the Lease, except the payment of rent which commences on the Commencement Date shall be effective on the date that Tenant takes possession of the Leased Premises.

21.17 Garbage Containers. Tenant agrees to supply, pay for and maintain its own garbage container(s), with a minimum pickup schedule to maintain a clean and orderly area. Notwithstanding the foregoing, if Landlord elects to provide garbage containers and/or pickup service, then Tenant agrees to pay for its proportionate share of the cost of such containers and/or service. All garbage containers shall be kept covered and shall be kept in such locations as Landlord may designate and as required by law.

21.18 Authority of Tenant. If Tenant is a partnership, limited partnership, corporation, joint venture or association, or limited liability company, the individual(s) executing this Lease Agreement on behalf of such entity, warrants and represents that such entity is validly organized and existing and authorized to do business under the laws of the State of Michigan, that the form of entity is as set forth in the introductory paragraph of this Leased Agreement, that the entity has full power and lawful authority to enter into this Leased Agreement in the manner and form herein set forth, and that the execution of this Lease Agreement by such individual(s) is proper and sufficient to legally bind such entity in accordance with the terms and conditions hereof. If Tenant consists of more than one person or entity then the obligations imposed on Tenant shall be joint and several. If any of the above representations shall be false, then the person(s) signing this Lease Agreement shall be individually liable.

21.19 Certificate of Occupancy. Tenant understands that it is necessary for Tenant to acquire a valid Certificate of Occupancy and/or other licensing to allow it to lawfully occupy the Leased Premises. Tenant shall remain liable to Landlord under this Lease Agreement regardless of whether Tenant obtains the certificate of occupancy, continues to occupy the Leased Premises, is evicted or voluntarily vacates. Tenant acknowledges that Landlord, nor its agents, employees, etc... have not made any representations to the Tenant as to whether Tenant will be able to acquire a Certificate of Occupancy or other necessary licensing to operate Tenant's business at the Leased Premises.

21.20 Exclusivity. So long as Tenant is not in material default of this Lease Agreement, Landlord agrees that for the Term of this Lease Agreement, no other tenants will be permitted to operate a Japanese or Korean food restaurant.

ARTICLE 22 RE-LET, SUBLEASE AND ASSIGNMENT

Tenant shall have the right to re-let, sublease, or assign, whichever is feasible, the Leased Premises t

o a third party, in which case Landlord shall not unreasonably withhold its consent. If any provision contained in this Agreement conflicts with this Section, this Section or Article shall govern and control.

ARTICLE 23
PERSONAL GUARANTY

Landlord agrees that the Personal Guaranty or Guaranty being executed by Tenant (whose names are Haejin Ju, Haeri Ju, and Esther Hakyoung An) in conjunction with this Lease in order to guarantee the monthly payments in the Lease, shall be limited to the first 42 months of the lease after the Commence date of this Lease, and thereafter, the Guaranty agreement shall be null and void. If any provision contained in this Agreement or other agreements related to this Lease conflicts with this Article 23, this Section or Article 23 shall govern and control.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the day and year first above written.

In the Presence of:

**LANDLORD:
BECK VILLAGE PLAZA, LLC**



By: Haytham Beshi
Title: Member

**TENANT:
JFOOD, LLC**

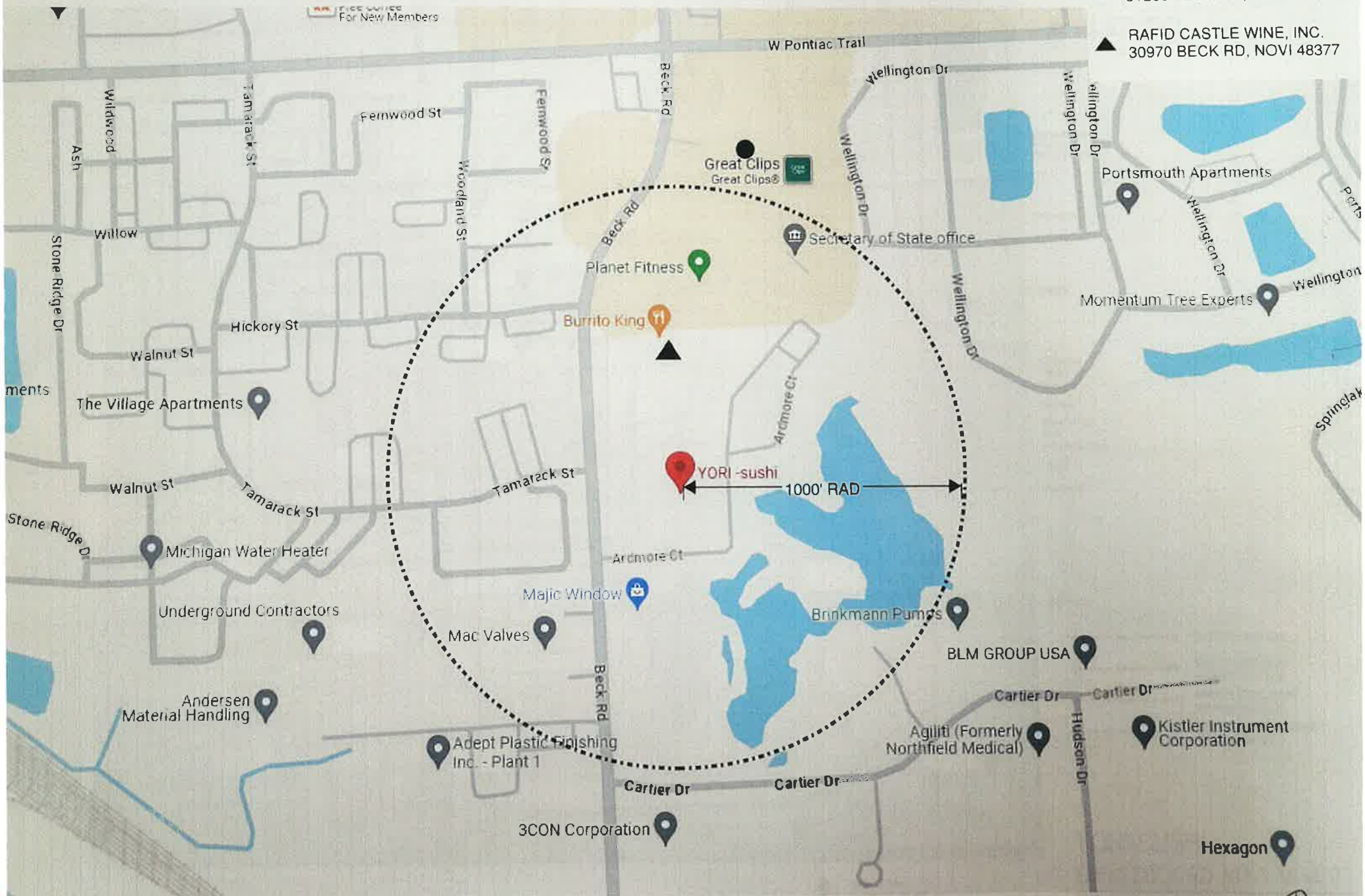


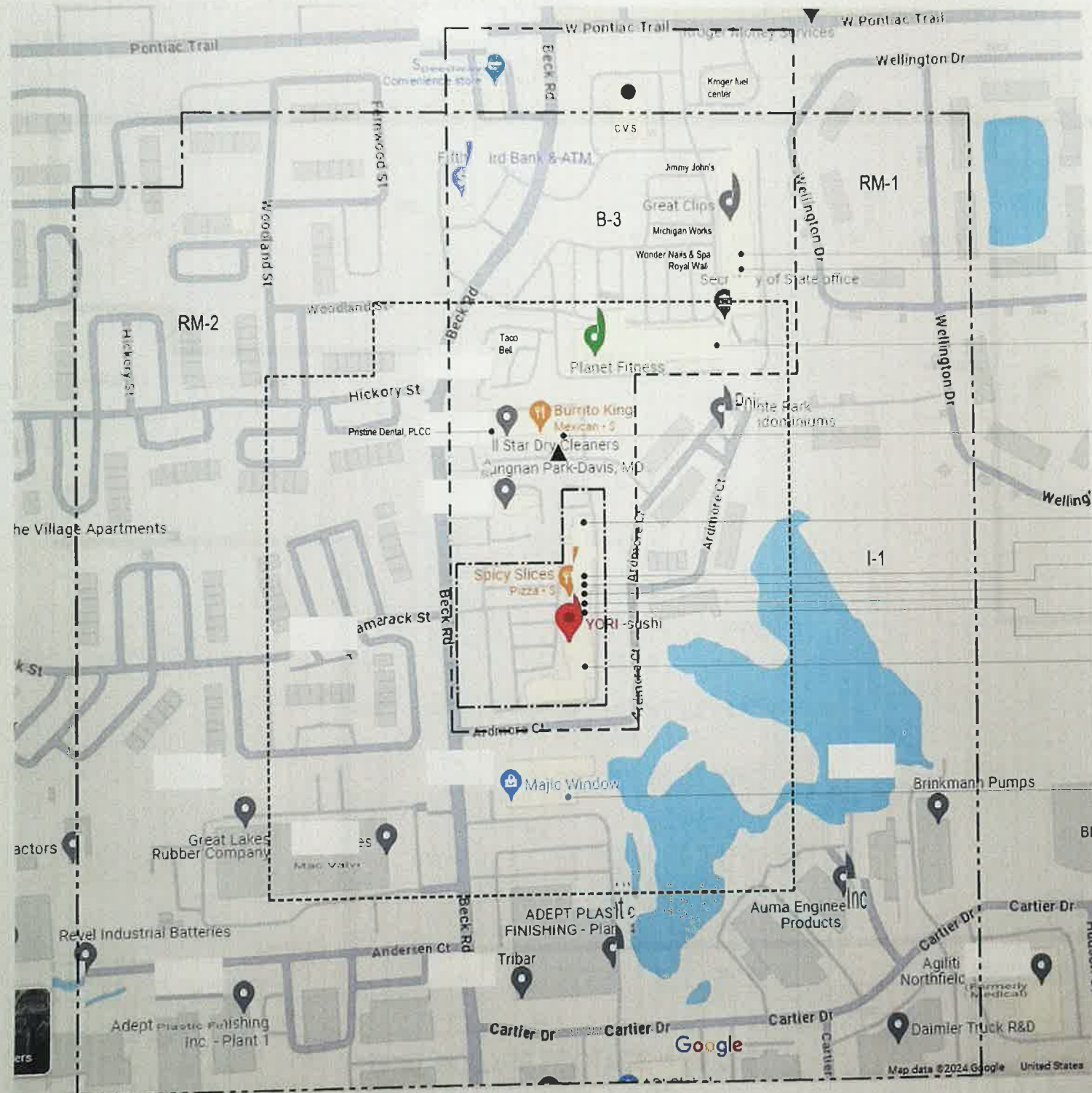
By: Haejin Ju
Title: Member

INDICATES SALE OF LIQUOR ON PR

● WOODWARD DETROIT CVS L.L.
31250 BECK RD, NOVI 48377

▲ RAFID CASTLE WINE, INC.
30970 BECK RD, NOVI 48377





INDICATES SALE OF LIQUOR ON PREMISES

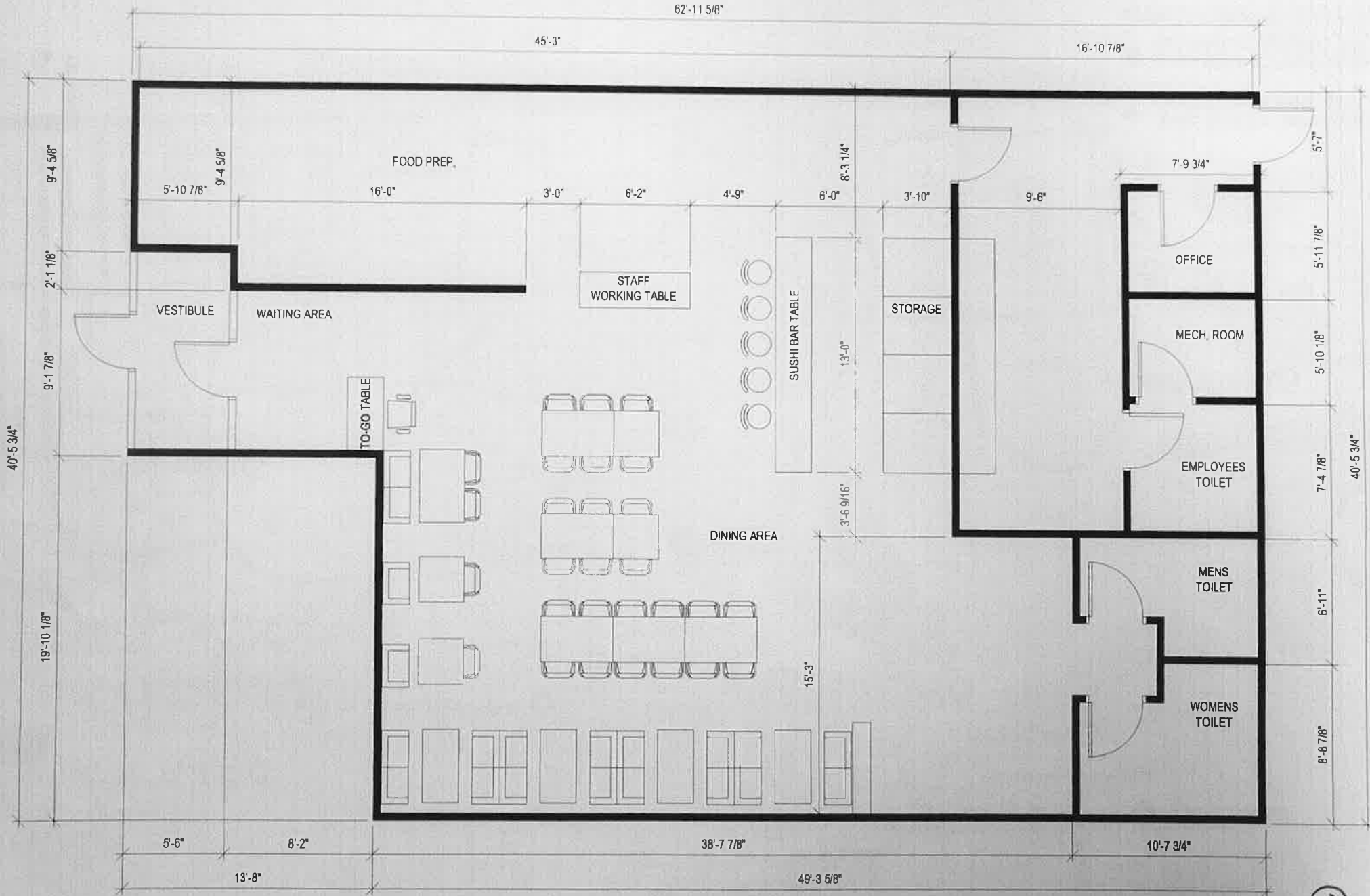
- WOODWARD DETROIT CVS LLC
31250 BECK RD, NOVI 48377
- ▲ RAPID CASTLE WINE, INC
30970 BECK RD, NOVI 48377

- Southwest Oakland County Plus Phoenix Salon Suites
- LA Insurance
- Farm Grill
- C B Rubbish Disposal
- Subway
- Maid Aide
- Village Tobacco Shop
- A One Smoke Shop
- Dentist
- People ready

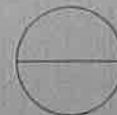
- — — — — PROPERTY LOT LINE
- - - - - 500'-0" EXTENT FROM PROPERTY LOT LINE
- — — — — 1000'-0" EXTENT FROM PROPERTY LOT LINE
- - - - - LINE INDICATES BOUNDARY OF USE ZONE B-3

YORI-SUSHI
30650 BECK RD, NOVI, MI 48377

YORI-SUSHI - 30650 BECK RD, NOVI, MI 48377



TOTAL SQUARE FOOTAGE = 2300SF
 MAXIMUM OCCUPANCY = 54



FLOOR PLAN
 SCALE: 3/16" = 1'-0"

3



CITY OF NOVI, MICHIGAN

Liquor License Application

Questionnaires A and B

**Questionnaires A and B are to be
completed and returned to the
Novi City Clerk's Office**

Licensing Policy

This article establishes an application and review process for the issuance of both new licenses and the transfer of existing licenses into the city or between or among applicants. The process is intended to ensure that the individuals and entities seeking licenses from, or charged with operating licensed establishments within, the city meet certain minimum requirements as to criminal history, past conduct, and ongoing business operation standards. It requires city council review of application information in light of certain criteria that is established for purposes of identifying the kinds of facilities that qualify for a license. It reserves to the city any and all discretion afforded it under applicable law relating to the issuance of licenses.

As a general matter of policy, applicants for a license will need to demonstrate an identifiable benefit to the city and its inhabitants resulting from the granting of the license. While all of the criteria set forth in this article are relevant to the decision whether to grant a license, an applicant must demonstrate in particular that the proposed facility:

- (a) Will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city;
- (b) Is of a character that will foster or generate economic development or growth within the city, or an identifiable area of the city, in a manner consistent with the city's policies; or,
- (c) Represents an added financial investment on the part of a long-term business or resident with recognized ties to the city and the local community.

The weight to be given to each item of the criteria identified in this article, and the determination whether a particular applicant meets or satisfies those criteria is intended to be within the sole discretion of the city council.

Requirements and Procedures

1. Complete the Michigan Liquor Control Commission Application. Contact M.L.C.C. in Lansing at 517-322-1400 or toll free 1-866-813-0011.
2. Fully complete the **Novi Liquor License Application Questionnaires A and B** and return them to the City of Novi Clerk's Office within 30 days. Complete **Questionnaire C** and return it to the Novi Police Department within 30 days.
3. Please review and include with the applicant's initial **cover letter**, a response to the Novi Alcoholic Liquor Ordinance, Article II, Section 3.14 (a) *Facilities for which new licenses may be granted*.
4. Attach a non-refundable **application fee** of \$1,000.00, plus \$210.00 for each person with a financial or management interest in the application including, but not limited to, partnership partners, corporate officers and directors. Please make the check payable to the City of Novi.
5. ***Site Plan** (1 copy - signed and sealed by a registered architect/engineer). If the facility is to be located in a proposed building for which site plan approval has not yet been obtained, or in an existing building that is to be remodeled, you must submit a conceptual site plan showing the proposed building and the relationship of the building to the surrounding properties and their uses.
6. ***Building Façade Plan** (1 copy - signed and sealed by a registered architect/engineer) – all sides, including signage. If the proposed building final site plan has been previously approved by the Novi Planning and Community Development Department and there are no changes, then please submit a letter of verification stating there will be no such changes along with this application.
7. ***Interior Plan with seating arrangement** (1 copy - signed and sealed by a registered architect/engineer). If the proposed interior has been previously approved by the City of Novi Building Department and there are no changes, then please submit a letter of verification stating there will be no such changes along with this application.
8. One full copy of the **menu**.
9. **Administrative Special Land Use** (see next page).
10. Provide any other information pertinent to the applicant and operation of the proposed facility that may be required by the Novi Alcoholic Liquor Ordinance, Article II.

*No site plan, building façade plan, interior plan or any part thereof, may be changed by the applicant once they have received approval in conjunction with the liquor licensing process. Applicant must submit separate plans and fees as required by other City of Novi departments and consultants in accordance with standard review procedures, if applicable.

Administrative Special Land Use

In addition to the Liquor License procedures noted above, any new establishment serving alcoholic beverages, and/or any expansion or significant change of site plan for an existing establishment, will need to follow the administrative Special Land Use public hearing process through the Community Development Department. The following must be submitted directly to the Community Development Department when a Liquor License application is submitted.

- **Application for Site Plan and Land Use Approval** form.
- Completed **Service of Alcoholic Beverages Special Land Use Application Checklist**, along with four sets of site plans and narratives as described in the checklist.
- Special Land Use **fees** (and possibly Site Plan review fees) will be assessed to the applicant.

The applicant is asked to contact the Community Development Department Planning Division at (248) 347-0475 to determine exactly what is needed for the Special Land Use application and site plan.

The Special Land Use and public hearing process will be handled by a committee represented by members of the Community Development Department, Public Services, and Assessing Departments for any new liquor license application, or for those applications that request an amendment to a site plan. The results of the special land use consideration and the public hearing process will be forwarded to the City Council for consideration along with the consideration of the Liquor License.

Special Circumstances

Transfers that involve the following circumstances may be placed on a City Council agenda for consideration without payment of a fee and without the necessity of furnishing the information required for new licenses:

- (1) The exchange of the assets of a licensed sole proprietorship, licensed general partnership, or licensed limited partnership for all outstanding shares of stock in a corporation in which the sole proprietor, all members of the general partnership, or all members of the limited partnership are the only stockholders of that corporation.
- (2) The removal of a member of a firm, a stockholder, a member of a general partnership or limited partnership, or association of licensees from a license.
- (3) The occurrence of any of the following events:
 - (a) A corporate stock split of a licensed corporation.
 - (b) The issuance to an existing stockholder of a licensed corporation of previously unissued stock as compensation for services performed.
 - (c) The redemption by a licensed corporation of its own stock.
 - (d) A corporate public offering.

Questionnaire A – Applicant Cover Information and Procedures for Liquor License

The Novi City Council will consider whether an applicant's proposal for a liquor license is reasonable when measured against the information contained within this completed application. Please answer each question thoroughly. All answers should be typed or printed legibly and neatly in black ink. If the space provided is insufficient for a complete answer, use additional sheets of paper, following the same format used in the questionnaire and attach to that part of the application. Failure to provide all required information or attachments could result in delay or denial of liquor license. All liquor license applications are subject to final approval by the Novi City Council. Please refer to Novi Alcoholic Liquor Ordinance, Articles I-II.

1(a). Name, address and phone number of applicant:

Haejin Ju

1(b). Name, address and phone number of business:

E&S GLOBAL INC (DBA: Yori Sushi)

30650 Beck Rd, Novi, MI 48377

248-896-2183

NOTE: If the applicant is a partnership, you must include the name and address of each partner and attach a copy of the partnership agreement. If the applicant is a privately held corporation, you must include the name and address of each corporate officer, member of the board of directors and/or stockholders. Attach a copy of the articles of incorporation.

2. Type of liquor license applying for (circle all those that apply):

Class C Resort Tavern Club Hotel A B Quota Transfer Microbrewery/Brewpub

Theme of Proposed Business:

Elevating Japanese Culinary Artistry. At Yori Sushi, our mission is to bring the artistry of Japanese cuisine to life, elevating it to new heights of flavor and experience. With a strong foundation in the traditional techniques and recipes of Japan, our sole owner, who is also a dedicated chef, has been passionately crafting delectable dishes since 2020. Now, we're excited to expand our offerings by applying for a Class C liquor license to complement our exquisite sushi and Japanese delicacies with a curated selection of premium beverages.

3. Street address and legal description of the property where liquor license is to be located:

30650 Beck Rd, Novi, MI 48377; Parcel number: 50-99-00-020-014.

Because applicant's restaurant is located in a small unit within a shopping mall, and as such, there is no specific legal property description other than the parcel number of the shopping mall.)

Additionally, Parcel Number of the shopping mall named BECK VILLAGE PLAZA, LLC is 50-22-04-100-032.

Questionnaire B – Administrative Background Information for Liquor License

The Novi City Council will consider whether an applicant's proposal for a liquor license is reasonable when measured against the information contained within this completed application. Please answer each question thoroughly. All answers should be typed or printed legibly and neatly in black ink. If the space provided is insufficient for a complete answer, use additional sheets of paper, following the same format used in the questionnaire and attach to that part of the application. Failure to provide all required information or attachments could result in delay or denial of liquor license. All liquor license applications are subject to final approval by the Novi City Council.

1. What is the applicant's management experience in the alcohol/liquor business?

~~The applicant, as the sole owner and a dedicated cook of Yori Sushi, has limited management experience in the alcohol/liquor business.~~
However, they have been successfully managing the overall operations of the restaurant since 2020, demonstrating strong general business management skills.

2. What is the applicant's general business management experience?

The applicant has been running her own restaurant, Yori Sushi, since 2020. This demonstrates her ability to manage a business, including tasks such as budgeting, hiring and training staff, and customer service. She is also familiar with the food and beverage industry, and she has a good understanding of the laws and regulations governing liquor sales in Michigan.

3. What is the applicant's general business reputation?

The applicant has established a positive general business reputation through the operation of Yori Sushi, known for its commitment to quality, service, and a welcoming dining atmosphere. She also is known for being honest, reliable, and hardworking. She has a strong customer base, and her restaurant has received positive reviews from customers and critics alike.

4. What is the applicant's financial status and ability to build and/or operate the proposed facility on which the proposed liquor license is to be located?

The applicant's financial status is stable, demonstrated by her successful ownership and operation of Yori Sushi. She possesses the financial capacity to both establish and operate her Japanese restaurant, ensuring its long-term success.

5. What are the applicant's past criminal convictions involving moral turpitude, violence or alcoholic liquors?

The applicant has no past criminal convictions involving moral turpitude, violence, or alcoholic liquors.

6. Does the applicant use alcoholic beverages to excess?

The applicant does not use alcoholic beverages to excess.

7. What is the effect that the issuance of a license would have upon the economic development of the surrounding area?

The issuance of a liquor license to the applicant would have a positive impact on the economic development of the surrounding area. The restaurant would create new jobs and generate new tax revenue for the city. It would also attract new customers to the shopping mall, which could benefit other businesses in the area.

8. What effect would the issuance of a license have on the health, welfare and safety of the general public?

The applicant's establishment would be a valuable asset to the community, offering a safe and enjoyable space for people to socialize and relax. It will contribute to job creation, boost the local economy, and support other businesses and organizations. The applicant's Japanese establishment will provide a diverse range of Japanese cuisine, including non-alcoholic beverages, to cater to the needs of all customers. Furthermore, we are committed to training our staff in responsible alcohol serving practices to ensure the safe and responsible service of our customers.

9. Has the applicant received responses from the Police Department, Building Department and/or Fire Department with regard to the proposed facility?

No, at this time, the applicant's existing restaurant has not received responses from the Police Department, Building Department, and Fire Department regarding the Class C liquor license application.

10. What is the public need or convenience for issuance of a liquor license for this facility at the proposed location?

The applicant's restaurant is located in a shopping mall that is already zoned for commercial use. The mall is a popular destination for residents and visitors alike. The addition of a liquor license in an already existing business would provide a convenient option for customers who want to enjoy an Asian drink with their meal in the shopping mall. This is a question we are frequently asked by our numerous customers.

11. What is the uniqueness of the proposed facility when contrasted against other existing or proposed facilities and the compatibility of the proposed facility to surrounding architecture and land use?

The proposed restaurant will be a unique addition to the shopping mall. As the only Japanese restaurant in the mall, it will offer a variety of authentic Japanese dishes. The restaurant will provide customers with a convenient option for enjoying a drink with their meal. Its architecture will complement the surrounding architecture, and its land use is consistent with the zoning for the area.

12. Does the facility to which the proposed liquor license is to be issued comply with the applicable building, plumbing, electrical and fire prevention codes and zoning statutes and ordinances applicable to the City of Novi? Has applicant received information from the appropriate departments?

Yes, the applicant's Japanese restaurant complies with all applicable building, plumbing, electrical, and fire prevention codes, as well as the zoning statutes and ordinances of the City of Novi.

13. What effect will the facility to which the proposed liquor license is to be issued have upon vehicular and pedestrian traffic in the area?

The facility's impact on vehicular and pedestrian traffic in the area is expected to be positive, drawing more visitors to the shopping mall. Also, the restaurant is located in a shopping mall with ample parking.

14. What is the proximity of the proposed business facility to other similarly situated licensed liquor facilities?

The applicant's Japanese restaurant is reasonably distanced from other similarly situated licensed liquor facilities.

15. What is the proximity of the proposed facility to complimentary uses such as office and commercial development?

The applicant's Japanese restaurant is located in a vibrant shopping mall surrounded by a mix of office buildings, retail stores, and/or restaurants. This proximity to complimentary uses creates a synergistic environment that attracts customers from diverse backgrounds and interests, further enhancing the economic vitality of the area.

16. What effect would the proposed facility have upon the surrounding neighborhood and/or business establishments, including impacts upon residential areas, church and school districts?

The applicant's Japanese restaurant with its focus on authentic Japanese cuisine and a welcoming atmosphere, will complement the existing businesses in the shopping mall, attracting additional customers and contributing to the overall appeal of the area. The restaurant's operations will adhere to noise and disturbance ordinances, ensuring minimal impact on nearby residential areas and maintaining a harmonious coexistence with the surrounding community.

17. What proposed or actual commitments are being made by the applicant to establish permanency in the community?

The applicant, having successfully operated Yori Sushi for over three years, demonstrates a strong commitment to establishing permanency in the Novi community. She is invested in the success of her business and the surrounding area, and she is committed to serving the community with a high-quality dining experience that aligns with the values and preferences of the local populace.

18. What utilities are available to serve the facility?

All necessary utilities, including water, electricity, gas, and waste disposal, are readily available to serve the restaurant. The applicant has secured the necessary permits and approvals from the relevant utility providers to ensure seamless operation.

19. What other factors should the Novi City Council consider?

The Novi City Council should consider the positive impact the applicant's restaurant will have on the local economy, generating new employment opportunities and increasing tax revenue. Additionally, the restaurant will enhance the diversity of dining options in Novi, attracting a wider range of customers and contributing to the city's appeal as a vibrant and welcoming destination. By carefully considering these factors, the Novi City Council can confidently conclude that granting a Class C liquor license to the applicant's restaurant will foster economic growth, enhance the dining options for residents and visitors, and contribute to the overall prosperity of Novi.

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 802376437

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Summary for: E&S GLOBAL INC

The name of the DOMESTIC PROFIT CORPORATION: E&S GLOBAL INC

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 802376437

Date of Incorporation in Michigan: 10/23/2019

Purpose: All Purpose Clause

Term: Perpetual

Most Recent Annual Report: 2023

Most Recent Annual Report with Officers & Directors: 2023

The name and address of the Resident Agent:

Resident Agent Name: HAEJIN JU

Street Address: 30650 BECK RD

Apt/Suite/Other:

City: NOVI

State: MI

Zip Code: 48377

Registered Office Mailing address:

P.O. Box or Street Address:

Apt/Suite/Other:

City:

State:

Zip Code:

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	HEAJIN JU	30650 BECK RD NOVI, MI 48377 USA
TREASURER	HEAJIN JU	30650 BECK RD NOVI, MI 48377 USA
SECRETARY	HEAJIN JU	30650 BECK RD NOVI, MI 48377 USA
DIRECTOR	HEAJIN JU	30650 BECK RD NOVI, MI 48377 USA

Act Formed Under: 284-1972 Business Corporation Act

Acts Subject To: 284-1972 Business Corporation Act

Total Authorized Shares: 1,000

Written Consent
[View Assumed Names for this Business Entity](#)

View filings for this business entity:

- ALL FILINGS
- ANNUAL REPORT/ANNUAL STATEMENTS
- ARTICLES OF INCORPORATION
- RESTATED ARTICLES OF INCORPORATION
- RESTATED ARTICLES OF INCORPORATION
- RESTATED ARTICLES OF INCORPORATION

[View filings](#)

Comments or notes associated with this business entity:

[LARA FOIA Process](#) [Transparency](#) [Office of Regulatory Reinvention](#) [State Web Sites](#)

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MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

E&S GLOBAL INC

ID Number: 802376437

received by electronic transmission on October 21, 2019 **, is hereby endorsed.**

Filed on October 23, 2019 **, by the Administrator.**

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 23rd day of October, 2019.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

LARA Corporations
Online Filing System
 Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ARTICLES OF INCORPORATION
 For use by DOMESTIC PROFIT CORPORATION

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned executes the following Articles:

ARTICLE I

The name of the corporation is:

E&S GLOBAL INC

ARTICLE II

Unless the articles of incorporation otherwise provide, all corporations formed pursuant to 1972 PA 284 have the purpose of engaging in any activity within the purposes for which corporations may be formed under the Business Corporation Act. You may provide a more specific purpose:

ARTICLE III

1. State the total authorized shares of each class of stock that the corporation is authorized to issue. All corporations must authorize stock.* If there is more than one class or series of shares, state the relative rights, preferences and limitations of the shares of each class in Article III(2).

Class of Stock	Total authorized number of shares
COMMON	1,000

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: YANGSOO AHN
 2. Street Address: 31120 WALDEN CT.
 Apt/Suite/Other: #202
 City: NOVI
 State: MI Zip Code: 48377

3. Registered Office Mailing Address:
 P.O. Box or Street Address:
 Apt/Suite/Other:
 City:
 State: Zip Code:

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
------	-------------------------------

YANGSOO AHN

31120 WALDEN CT., #202, NOVI, MI 48377 USA

Signed this 21st Day of October, 2019 by the incorporator(s).

Signature	Title	Title if "Other" was selected
YANGSOO AHN	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

APPETIZER

🍱 Edamame	5.0
Gyoza 5 pcs Pork Chicken Veggie	5.95
Shrimp Shumai 7 pcs	7.0
Chicken Yakitori 2 pcs	10.5
Fried Shrimp Cocktail	12.0
Deep fried rock shrimp with special sauce	
* Tuna Tataki	12.5
* Tartar Cubed fish, onion, avocado, cucumber	10.5
• Tuna with spicy ponzu	
• Salmon with spicy chili sauce, sesame oil	
• White tuna with lime juice, salt, pepper	
Tuna Ravioli	9.5
Spicy tuna packaged in gyoza wrappers and deep-fried	
Tunapiño	9.5
Deep-fried jalapeños stuffed with spicy tuna & cream cheese	
🍱 Agedashi Deep-fried tofu	9.5
Tempura	
Shrimp 5 pcs	12
Calamari 6 pcs	11
🍱 Veggie	8.5
Gyoza Soup Pork Chicken Veggie	7.5
🍱 Veggie Croquette 2 pcs	5.5
Takoyaki 4 pcs	6.0
🍱 French Fries	4.0
Egg Roll	5.0
🍱 Gimmari 6 pcs fried seaweed roll	5.0
Salmon Skin Salad	8.5
Seaweed salad topped with deep-fried smoked salmon, spicy sauce, spicy mayo, white sauce	
Taco 3 pcs	8.5
Spicy crab salad * Spicy tuna * Spicy salmon	
* Taco Deluxe 8 pcs	21
Spicy crab salad (2), spicy tuna (2), spicy salmon (2), spicy fish (2)	

NOODLES

Udon toppings (\$2 each): beef, shrimp tempura, Kimchi	10.0
Korean Spicy Udon	16.0
Spicy udon soup with pork, seafood, vegetable	
Korean Spicy Ramen	10.0
toppings (\$2 each): Bulgogi, Kimchi, seafood, chicken	
Yaki Udon toppings: Bulgogi (\$1), shrimp (\$1) or both (\$2)	12.5
Jajangmyeon	14.0
Udon noodles with pan-fried black bean sauce, pork & vegetable	

SALAD

Cucumber Salad	3.0
Cucumber with imitation crab and sweet vinegar	
🍱 House Ginger Salad	3.0
🍱 Seaweed Salad	5.0
Ika Salad	6.0
🍱 Avocado Salad	6.0 sm 8.5 lg
Avocado salad with white sauce	
Chicken Salad Grilled Tempura	12.0
Salad with grilled or deep fried chicken, special sauce	
Spicy Crab Salad	8.5
Salad with imitation crab stick, spicy mayo, sriracha sauce	
Soft Shell Crab Salad	12.5
Salad with deep fried soft shell crab and special sauce	

🍱 Vegetarian/vegan

* Contains raw seafood: Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food-borne illness.

SUSHI BAR

* Sashimi Regular	21.95
7 pcs sashimi + spicy tuna or spicy salmon roll	
* Nigiri Regular	20.5
7 pcs nigiri + spicy tuna or spicy salmon roll	
* Nigiri-Sashimi Combo	41.0
7 pcs sashimi + 7 pcs nigiri + spicy tuna roll + spicy salmon roll	
* Tuna Party	18.5
3 pcs sashimi + 3 pcs nigiri + tuna roll	
* Salmon Party	18.5
3 pcs sashimi + 3 pcs nigiri + salmon roll	
* Yellowtail Party	18.5
3 pcs sashimi + 3 pcs nigiri + yellowtail scallion roll	

Bento Deluxe \$28

CHICKEN | BEEF | BULGOGI | SALMON
SPICY PORK | EEL

- 3 pcs sashimi (raw) or 3 pcs nigiri (raw or cooked)
- 1 Super Crunch Roll
- Served with tempura & miso soup

MAIN DINNER

Teriyaki Chicken \$18 Beef \$20 Salmon \$20 Eel \$23 Tofu \$17	
Bulgogi Pan-fried beef with vegetables; extra meat +\$4	20.0
Spicy Pork extra meat +\$4	18.0
Galbi Marinated beef short rib	28.0
Korean King Tonkatsu Deep-fried pork cutlet	17.5
Bibimbap Bulgogi Spicy Pork Chicken Tofu	16.0
Comes in hot stone bowl (double protein +\$4)	
Korean Fried Chicken Wing Soy Spicy	14 sm / 26 lg
Spicy Tofu Stew Beef Seafood Both +\$1	14.5
Spicy soft tofu soup with beef, seafood, vegetable & egg	
Kimchi Stew add spam +\$1	14.5
Spicy korean soup with kimchi, pork & tofu	
Fried Rice Chicken Shrimp Kimchi (double topping +\$2)	13.5
Tteokbokki Add seafood +\$5 or tempura +\$5	13.0
Stir-fried spicy rice cake and fish cake	

DRINKS

Coke, Diet Coke, Cherry Coke, Sprite	2.5
Apple Juice	2.5
Iced Green Tea	3.0
Iced Tea	2.5
Aloe Juice Original Mango	3.0
Inotea Bubble Tea Honeydew Brown sugar	4.5
Canned bubble tea with tapioca pearls (16.6oz)	
Cafe Latte Canned	3.0
Sparkling Water	3.0
Hot Tea refillable	2.0

SIDE

Steamed Rice 2.0	
White Brown	
Sushi Rice 2.5	
Miso Soup 2.5	

DESSERT

Green Tea Cheesecake 6.0	
Mochi Ice Cream 2 pcs 5.5	
Green tea Strawberry Mango	
Deep-Fried Cheesecake 7.0	

Poke Bowl



Cancun \$10.95
 Spicy cooked shrimp, avocado, cabbage, carrot, cucumber, edamame, pineapple, seaweed salad, mango on sushi rice



Hawaiian \$10.95
 Spicy crab salad, avocado, cabbage, carrot, cucumber, edamame, pineapple, seaweed salad on sushi rice



* **Salmon Poke** \$11.95
 Fresh salmon, avocado, cabbage, carrot, cucumber, edamame, pickled radish, seaweed salad on sushi rice



* **Tuna Poke** \$11.95
 Fresh tuna, avocado, cabbage, carrot, cucumber, edamame, pickled radish, seaweed salad on sushi rice

* **Triple Fish** \$11.50
 Fresh tuna, salmon and white fish, avocado, cabbage, carrot, cucumber, edamame, seaweed salad, on sushi rice

Veggie Bowl



Tofu \$10.95
 Tofu, avocado, cabbage, cucumber, carrot, edamame, pickled radish, seaweed salad on sushi rice



Veggie Croquette \$10.95
 Veggie croquette, avocado, carrot, cabbage, edamame, pickled radish, seaweed salad on sushi rice



Sweet Potato \$10.95
 Sweet potato tempura, avocado, carrot, cucumber, edamame, pickled radish, on sushi rice

Signature Bowl



* **Salmon (Sake) Don** \$18.95
 Fresh salmon on sushi rice



* **Tuna (Tekka) Don** \$18.95
 Fresh tuna on sushi rice



* **T.S.Y.** \$19.95
 Fresh tuna, salmon, yellowtail on sushi rice



Unagi Don (Eel) \$21.00
 Eel on sushi rice



* **Roe Chirashi** \$18.00
 3 kind of Tobiko, smelt roe, salmon roe, tamago on sushi rice



* **Hwedeopbap** \$19.50
 Korean spicy poke; assorted sashimi, avocado, lettuce, spicy sauce on sushi rice

* **Chirashi Don** \$18.50
 Assorted fresh sashimi on sushi rice

- Add miso soup for \$1 with all poke menu
- All special roll can be turned into a poke bowl

Choose 1 sauce (extra sauce \$0.50 each)



Ponzu



Teriyaki



Sriracha



Hot



Sweet Chili



Eel



Gochujang



White










Spicy Mayo






* Contains raw seafood: Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food-borne illness. 🌱 Vegetarian/vegan

SPECIAL ROLL

- Raw Rolls -

	* Spicy Triple Fish Roll Spicy salmon roll topped with tuna, white tuna, black tobiko	\$13.00
	* Salmon on the Salmon Roll Spicy salmon roll topped with salmon, scallions, spicy mayo	\$12.00
	* Tuna on the Tuna Roll Spicy tuna roll topped with tuna, scallions, spicy mayo	\$12.00
	* Polar Bear Roll Salmon crunch topped with escolar, tobiko, eel sauce, spicy mayo	\$11.95
	* Tuna Paradise Roll Spicy white tuna roll topped with tuna, salmon, avocado, tobiko, sweet & spicy sauce	\$13.00
	* Cater Salmon Roll Spicy salmon roll topped with avocado, masago	\$11.50
	* Cater Tuna Roll Spicy tuna roll topped with avocado, tobiko	\$11.50

- Deep-fried Rolls -

	Tempura California Roll Deep fried California roll with eel sauce	\$6.95
	Dynamite Roll Deep fried California special roll with spicy crab salad on top, baked with eel sauce, spicy mayo, sriracha sauce	\$9.50
	Sweet Chili Shrimp Roll Crab stick, cream cheese, avocado topped with deep fried shrimp, special sauce	\$12.50
	Yam Yam Roll Spicy tuna, salmon, avocado, crab stick, tamago with eel sauce, spicy mayo, sriracha sauce, cream cheese	\$6.95
	Las Vegas Roll Salmon & cream cheese topped with jalapeño, mango, eel sauce, spicy mayo, sriracha sauce	\$9.50
	Sunday Morning Roll Salmon & avocado, cream cheese with eel sauce; deep-fried with panko	\$7.50
	Monday Morning Roll Egg, crab stick, cream cheese, avocado & panko wrapped in seaweed without rice	\$5.50
	Fiesta Roll Deep fried roll with crab stick, cream cheese, jalapeño, eel sauce, white sauce	\$8.50

- Cooked Rolls -

	Dragon Roll Shrimp tempura roll topped with eel, avocado, eel sauce	\$12.95
	Eel on the California Roll! Special California roll with eel, eel sauce on top	\$11.95
	Bulgogi Roll Marinated beef, lettuce, jalapeño, fried shallot, teriyaki sauce	\$11.95
	Popcorn Lobster Roll California roll with deep-fried crawfish, eel sauce, spicy mayo	\$11.95
	Salmon on the Beach Crab stick, avocado, cream cheese topped with baked salmon, scallion, brown sauce, hot sauce	\$11.95
	Fantastic Roll Tempura shrimp, jalapeño with deep-fried crab stick, brown sauce	\$7.95
	Baked Scallop Roll Baked California special roll with scallop, white sauce, masago, eel sauce	\$10.95
	Super Crunch Roll Tempura shrimp, crab stick, jalapeño, avocado topped with crunch, eel sauce, spicy mayo	\$9.50
	Salmon Pizza Roll Baked with crab stick, avocado; topped with salmon, cheese, white sauce	\$10.95
	Beef Teriyaki Roll Grilled beef, avocado, asparagus with teriyaki sauce	\$11.95
	Chicken Teriyaki Roll Grilled chicken, avocado, asparagus with teriyaki sauce	\$10.95
	Chicken Tempura Roll Deep fried chicken, avocado, cucumber with eel sauce	\$10.95
	Crab Cake Roll Deep fried crab cake, avocado, cucumber with eel sauce	\$10.95
	Crazy Dragon Roll Shrimp tempura roll topped with crab stick, avocado, eel, spicy mayo, sriracha sauce	\$11.95
	Double Shrimp Shrimp tempura roll, topped with shrimp, avocado, eel sauce	\$11.95
	Firecracker Roll Deep fried shrimp, crab stick, cream cheese topped with spicy crab salad, spicy mayo, sriracha, potato crunch	\$11.95

- Raw + Cooked Rolls -



- * **Rainbow Roll** \$11.50
California special roll topped with 4 kinds of fish, avocado
- * **Spicy Rainbow Roll** \$12.00
Spicy California special roll topped with 4 kinds of seafood, avocado, jalapeño, spicy sauce
- * **Red Dragon Roll** \$11.95
Shrimp tempura roll topped with spicy tuna, eel sauce
- * **French Kiss** \$7.95
Tempura shrimp, cream cheese, crab stick, smoked salmon, tuna with crunch, eel sauce, spicy mayo
- * **White Dragon Roll** \$11.95
Shrimp tempura roll topped with escolar, avocado, white sauce, eel sauce, fried shallot
- * **Salmon on the California Roll** \$11.50
Special California roll with salmon on top
- * **Tuna on the California Roll** \$11.50
Special California roll with tuna on top
- * **Caterpillar Roll** \$11.25
Eel, crab stick, cucumber topped with avocado, smelt roe, eel sauce
- * **Lobster Roll** \$13.00
Deep fried lobster, crab salad, avocado, mango with eel sauce, white sauce, flying fish roe
- * **Spider Roll** \$12.95
Deep fried soft shell crab, avocado, cucumber with eel sauce, smelt roe
- * **Baked Lobster Roll** \$10.95
Spicy California special roll with eel sauce, crawfish, smelt roe with white sauce
- * **Golden Dragon Roll** \$12.95
Shrimp tempura roll topped with salmon, avocado, eel sauce

- Cucumber Wrapped Rolls -



- * **Hawaiian Roll** \$8.50
Crab salad, pineapple, avocado wrapped in cucumber
- * **Palm Spring Roll** \$11.00
Tuna, salmon, mango, crab salad, avocado, red tobiko wrapped in cucumber with ponzu sauce

Chef's Special Combo
\$25.95

Your choice of any two rolls + egg roll

- Beef Teriyaki Roll**
Grilled beef, avocado, asparagus with teriyaki sauce
- Chicken Teriyaki Roll**
Grilled chicken, avocado, asparagus with teriyaki sauce
- Bulgogi Roll**
Marinated beef, lettuce, jalapeño, fried shallot, teriyaki sauce
- Chicken Tempura Roll**
Deep fried chicken, avocado, cucumber with eel sauce
- Crab Cake Roll**
Deep fried crab cake, crab stick, avocado, cucumber with eel sauce
- Crazy Dragon Roll**
Deep fried shrimp, spicy crab salad, cucumber, topped with crab stick, avocado, eel, spicy mayo, sriracha sauce
- * **White Dragon Roll**
Deep fried shrimp, crab stick, cucumber topped with escolar, avocado, white sauce, eel sauce
- Double Shrimp**
Deep fried shrimp, crab stick, cucumber, topped with shrimp, avocado, eel sauce
- Dynamite Roll**
Deep fried California roll with spicy crab salad on top, baked with eel sauce, spicy mayo, sriracha sauce
- Firecracker Roll**
Deep fried shrimp, crab stick, cream cheese topped with spicy crab salad, spicy mayo, sriracha, potato crunch
- * **Salmon on the California Roll**
Crab stick California roll topped with salmon, crab salad
- * **Tuna on the California Roll**
Crab stick California roll topped with tuna, crab salad
- * **Salmon on the Salmon Roll**
Spicy salmon roll topped with salmon, scallions
- * **Tuna on the Tuna Roll**
Spicy tuna roll topped with tuna, scallions

Sauce & toppings

- Add sauce (\$0.50)**
- white sauce
- sweet brown sauce
- spicy sauce
- sriracha
- sweet chili sauce
- eel sauce
- teriyaki sauce
- spicy mayo sauce

- Add toppings (\$1)**
- tempura crunch
- potato crunch
- fried shallot
- jalapeno
- mango
- tobiko - red, green or black (\$2.95)
- masago (\$2.95)
- salmon roe (\$2.95)

-Soy sauce bottles-



- Regular** \$5
- Less sodium** \$8

* Contains raw seafood. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food-borne illness.



30650

FOR LEASE
748.833.122

NOW
HIRING
248.669.0092

YORI SUSHI
DINE-IN
AVAILABLE
LUNCH COMBO
ONLINE ORDER



YORI
Japanese Restaurant

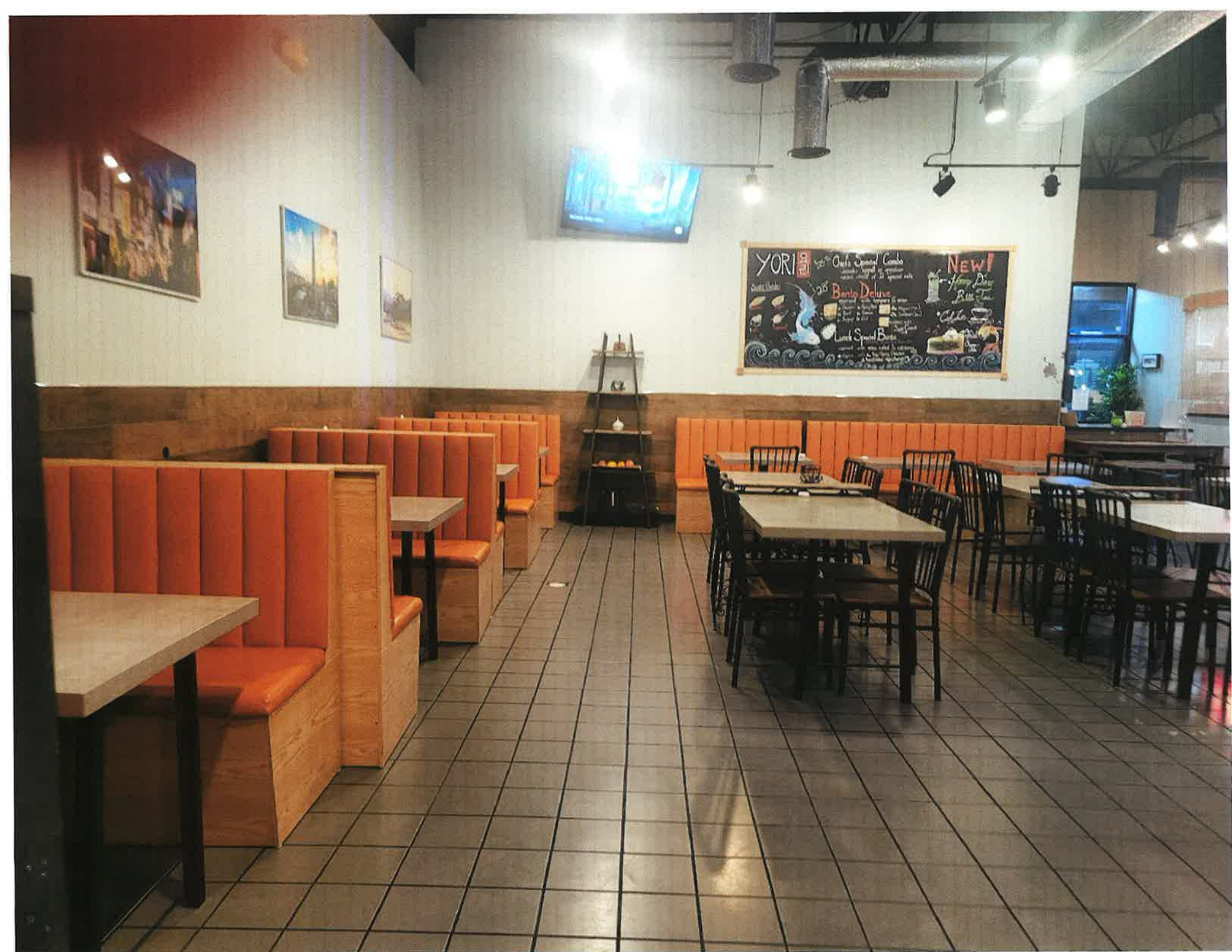
YORI SUSHI
DINE-IN
AVAILABLE
LUNCH COMBO
ONLINE ORDER



YORISUSHI
DINE-IN
AVAILABLE
LUNCH COMBO
ONLINE ORDER

**NOW
HIRING**
248.669.0094
OR 248.669.0094





YORI 18 21

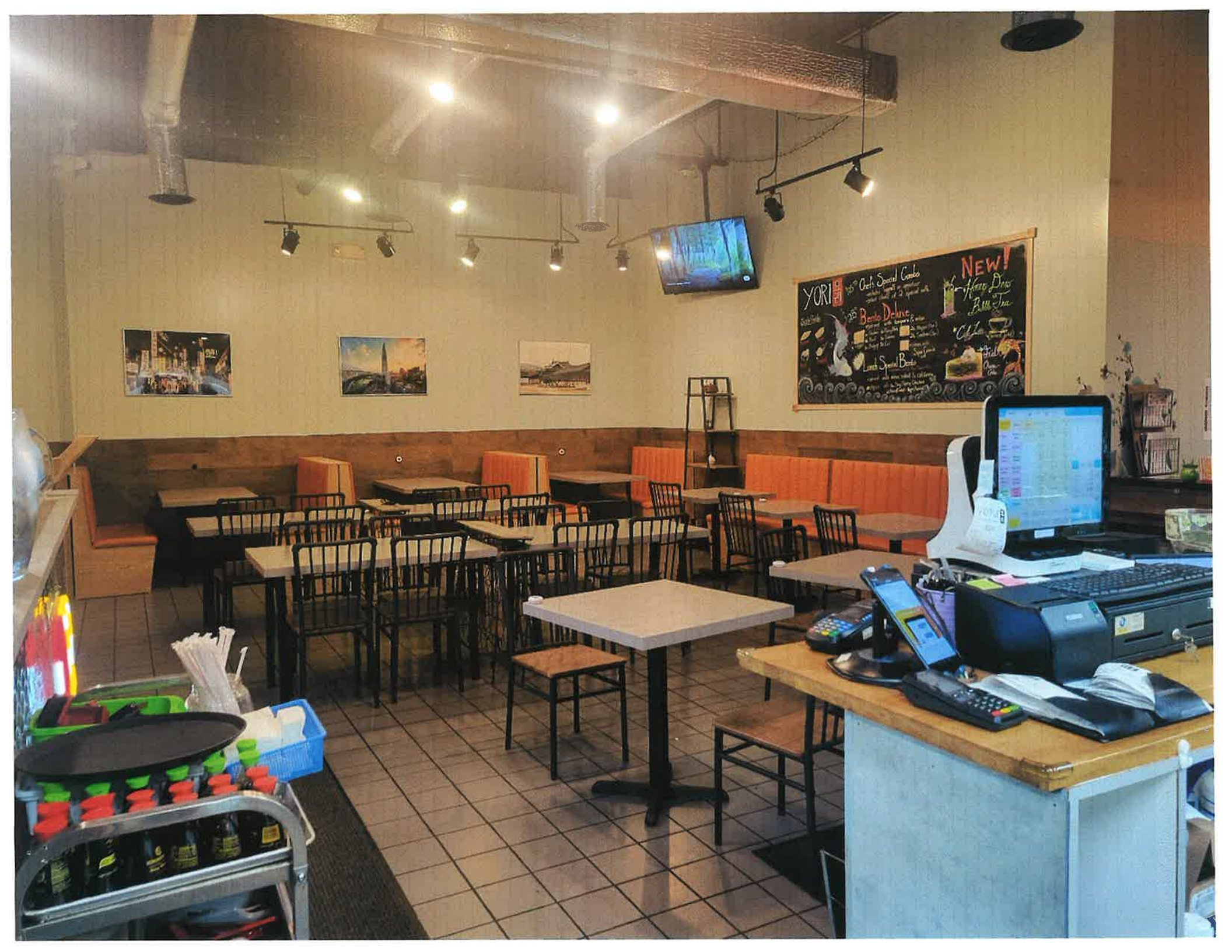
Chef's Special Combo
Special of the day
Special of the day

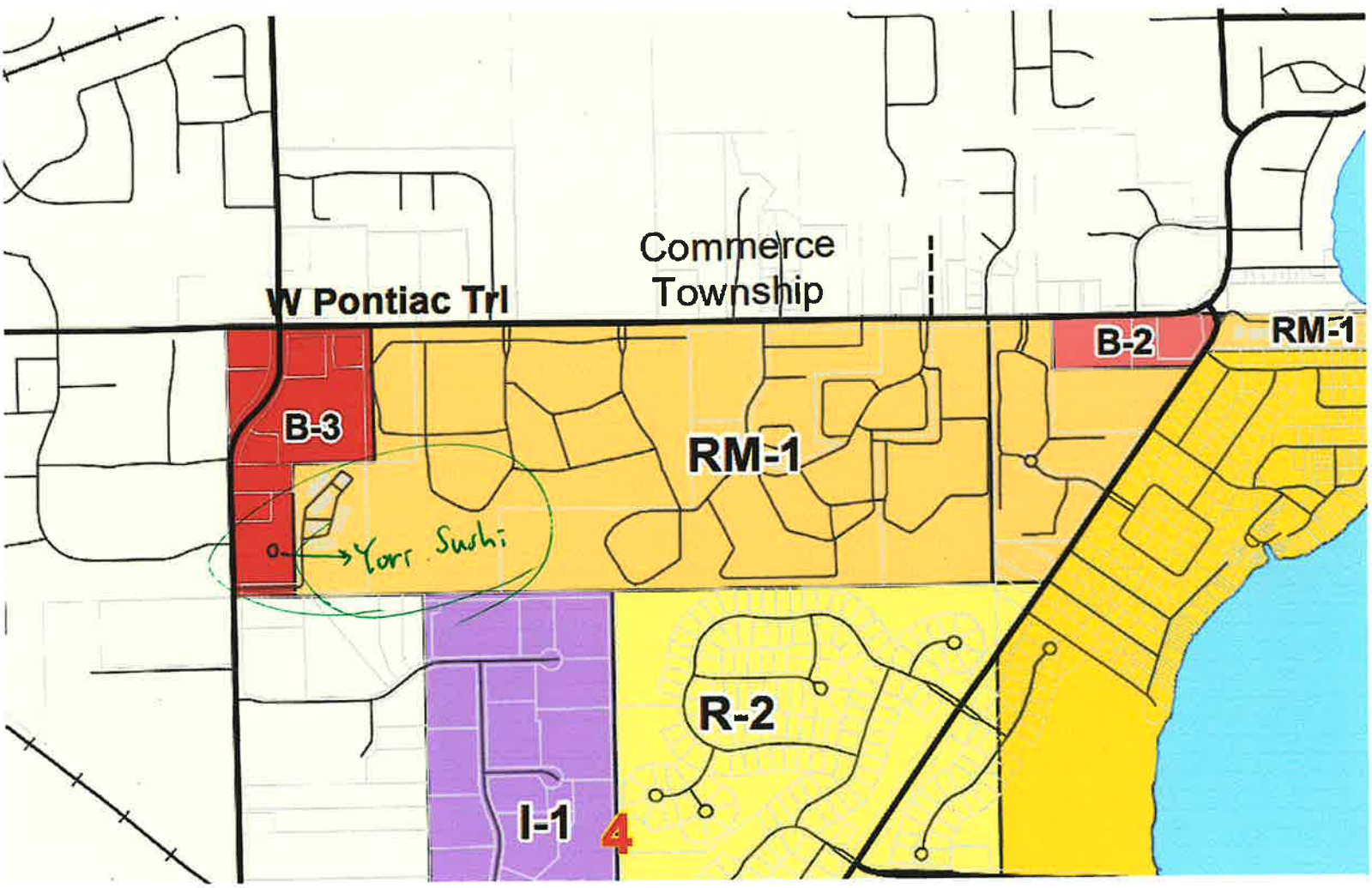
NEW!
Happy Day
Bun-Tan
Coke

Bento Deluxe
\$12.99
Includes:
1. Fried Chicken
2. Beef & Egg
3. Pork & Egg
4. Tempura
5. Onigiri
6. Miso Soup
7. Pickled Vegetables
8. Unagi Sauce

Unagi Special Bento
\$14.99
Includes:
1. Grilled Eel
2. Fried Chicken
3. Beef & Egg
4. Pork & Egg
5. Tempura
6. Onigiri
7. Miso Soup
8. Pickled Vegetables
9. Unagi Sauce







W Pontiac Trl

Commerce Township

B-3

RM-1

B-2

RM-1

→ Yorr Sushi

R-2

I-1

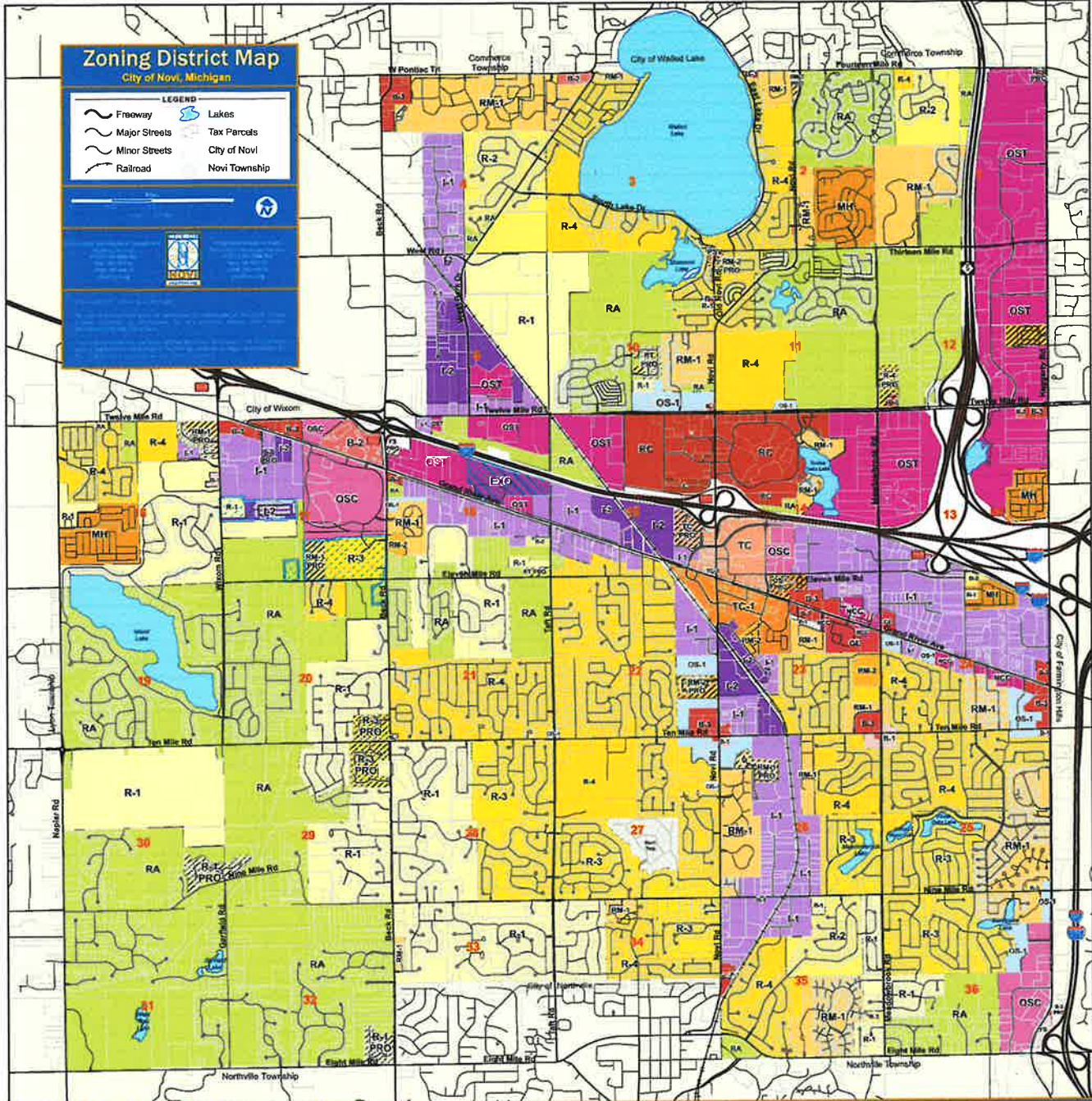
4

Zoning District Map

City of Novi, Michigan

LEGEND

- Freeway
- Major Streets
- Minor Streets
- Railroad
- Lakes
- Tax Parcels
- City of Novi
- Novi Township

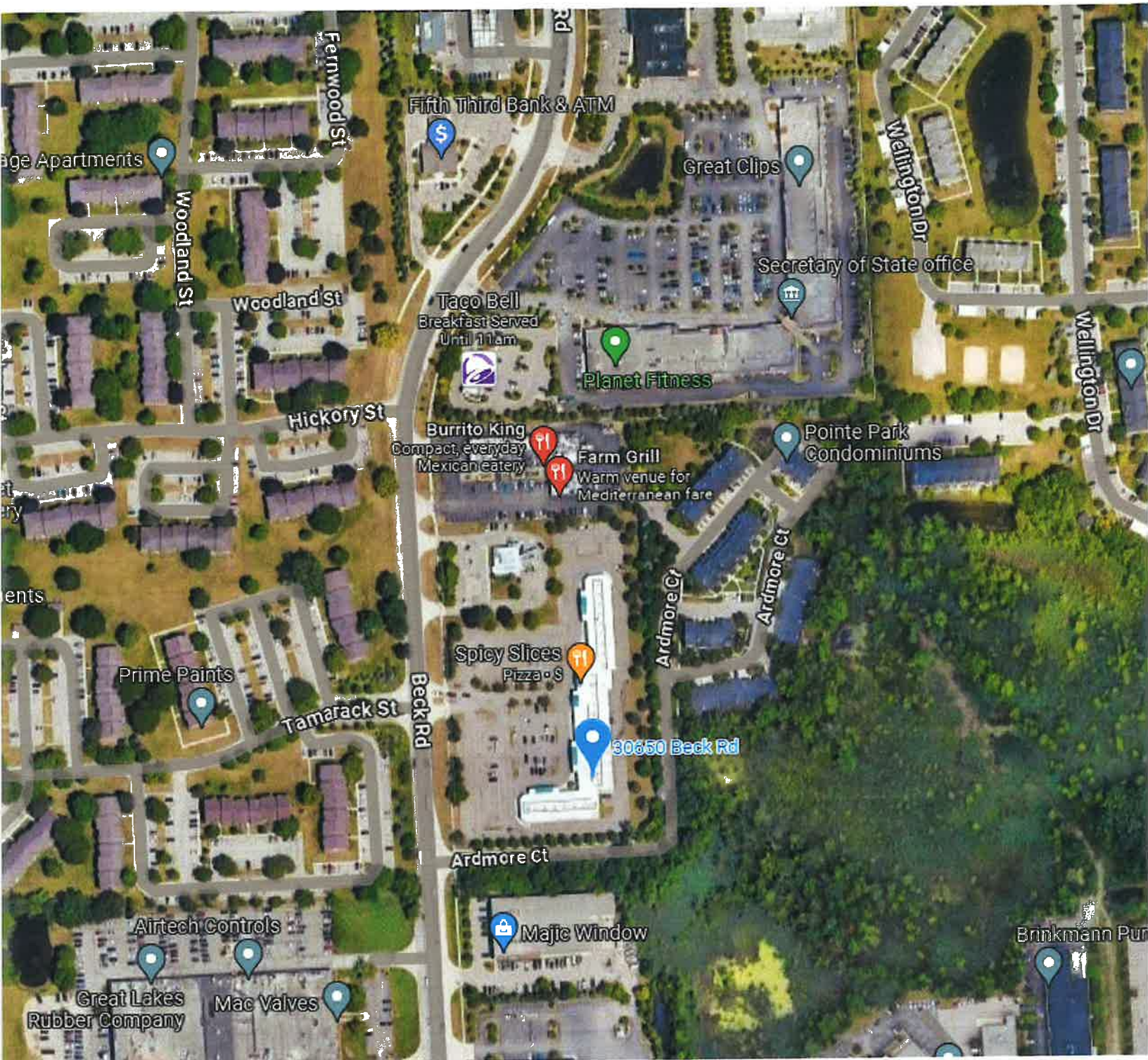
Map Amendments

Zoning Districts

- R-A: Residential Acreage
- R-1: One-Family Residential
- R-2: One-Family Residential
- R-3: One-Family Residential
- R-4: One-Family Residential
- RT: Two-Family Residential
- RM-1: Low-Density Multiple-Family
- RM-2: High-Density Multiple-Family
- MH: Mobile Home
- B-1: Local Business
- B-2: Community Business
- B-3: General Business
- C: Conference
- EXPO: Expo
- GE: Gateway East
- FS: Freeway Service
- I-1: Light Industrial
- I-2: General Industrial
- NCC: Non-Center Commercial
- OS-1: Office Service
- OSC: Office Service Commercial
- OST: Office Service Technology
- EXO: OST District with EXO Overlay
- RC: Regional Center
- P-1: Vehicular Parking
- PSV: Pavilion Shore Village
- TC: Town Center
- TC-1: Town Center-1

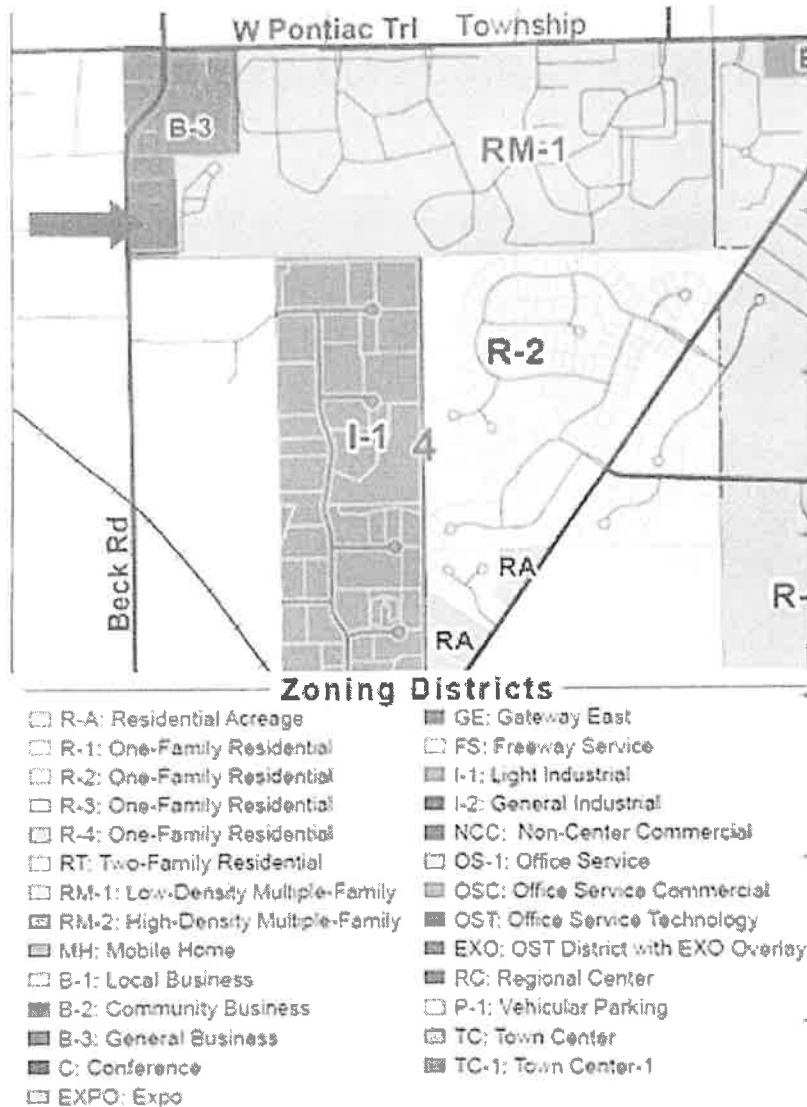
Zoning Overlays

- Exposition (EXO)
- Planned Suburban Low-Rise (PSLR)
- Planned Rezoning (PRO)



Zoning

The subject site is zoned B-3, General Business District. The following image provides an excerpt of the applicable zoning map:



The Novi zoning ordinance notes the following regarding the B-3 district:



cityofnovi.org

Receipt: 13313

01/31/24

Page

The sum of: **\$1,210.00**

YORI SUSHI
30650 BECK RD
NOVI MI 48377

LIQUOR

1,210.00

Total 1,210.00

TENDERED:

CHECKS

139

1,210.00

Signed: _____

MEMORANDUM



TO: Melissa Morris, Deputy City Clerk
FROM: Charles Boulard, Director of Community Development *CB*
SUBJECT: YORI SUSHI
DATE: 03/15/24

The property located at **30650 BECK RD** has received a Special Inspection permit (**PSI24-0019**) for the purpose of:

- Auctions
- Liquor license
- Arcade license
- Massage license
- Outdoor gathering
- Outdoor seating
- Other: _____

The Community Development Department has the following recommendation:

- Approved
- Approved with conditions (listed below)
- Not approved

Conditions:

If you have any questions, do not hesitate to contact me at (248) 347-0423.

Thank you!



MINUTES
SPECIAL LAND USE HEARING
CITY OF NOVI
March 1, 2024 10:00 AM
Mayor's Conference Room | Novi Civic Center
45175 Ten Mile Road

Present: Charles Boulard, Director of Community Development; Jeff Herczeg, Director of Public Works; Jan Ziozios, Deputy Assessor; Nina Schaffrath, Recording Secretary; Haejin Ju, Yori Sushi; Sharron Ann, English Interpreter

Applicant: Yori Sushi

Hearing called to order at 10:00 A.M.

Correspondence Received: None

Public Participation:
None

1. PSLU24-0003- 30650 Beck Road – Parcel Number: 50-22-04-100-032

The applicant **Yori Sushi** is requesting Special Land Use approval at **30650 Beck Road** parcel number **50-22-04-100-032**. The applicant is requesting approval to use a portion of the parcel for service of alcoholic beverages in accordance with Section 4.89 of the Zoning Ordinance.

Yori Sushi is asking for a Special Land Use approval for the service of alcoholic beverages. The representative for Yori Sushi, Haejin Ju – through her interpreter, Sharron, states that Yori Sushi would like to add the sale of alcohol to their restaurant to try and bring in more people to build a stronger customer base. She states that there will not be immediate change in hours of operation, however, if needed they may expand their weekend hours from closing at 9:30 p.m. to closing at 10:00 p.m. Ms. Ziozios asked what kind of alcohol they would be serving, Ms. Ju states that they would be serving Sake, Suju (in various flavors) and beer. Ms. Ju states that the service of alcohol would just be an extra added on service, but a full bar will not be available. Mr. Herczeg asked if they expected an increase in traffic in the area, Ms. Ju responded no, she doesn't expect there will be an increase in traffic, that the area is already a high traffic area. Mr. Boulard asked if there would be any training within the staff. Ms. Ju responded that yes, all staff would go through individual and group training on the service of alcohol as well as Serv Safe training. Ms. Ju also states that there will be one person in charge of all the alcohol stock to make sure it is handled responsibly. Mr. Herczeg says DPW has no objection to Yori Sushi serving alcohol and made a motion to approve the Special Land Use for a liquor license for Yori Sushi in accordance with section 4.89 - 4-A, 4-B, and 4-C of the City of Novi Zoning Ordinance. Ms. Ziozios agrees and states that the Assessing Department has no objections and seconds the motion. The motion passed 3-0.

IN CASE NO. PSLU24-0003 Motion to recommend approval, because:

- 1. The proposed establishment will promote the City's economic development goals and objectives, and will be consistent with the City's master plan and zoning ordinance**
- 2. Given the character, location, development trends and other aspects of the area in which the proposed use or change in use is requested, it is demonstrated that the use will provide a service, product, or function that is not presently available within the City or that would be unique to the City or to an identifiable area within the City and that the addition of the use or proposed change in use will be an asset to the area.**

3. The use or change in use as constructed and operated by the applicant is compatible with the area in which it will be located, and will not have any appreciable negative secondary effects on the area, such as:
 - a. Vehicular and pedestrian traffic, particularly during late night or early morning hours that might disturb the area residents.
 - b. Noise, odors, or lights that emanate beyond the site's boundaries onto property in the area on which there are residential dwellings.
 - c. Excessive number of persons gathering outside the establishment.
 - d. Peak hours of use that add to congestion or other negative effects in the neighborhood.
 - e. Fighting, brawling, outside urination or other behavior that can accompany intoxication.

Motion approved 3-0 Voice Vote.

Meeting was adjourned at 10:20 a.m.

A public hearing was held on March 1, 2024, at 10:00 a.m. in the Novi Civic Center for consideration of the Special Land Use (SLU) request for approval for service of alcoholic beverages at the existing restaurant Yori Sushi, in accordance with section 4.89 of the Novi Zoning Ordinance. The Community Development Department has reviewed the required application and plans and found the documents to be complete. Jan Zozios, Deputy Assessor, Charles Boulard, Community Development Director and Jeff Herczerg, Director of Public Works, considered the request in accordance with the standards for review specified in Section 4.89 of the Zoning Ordinance and determined to forward a recommendation to City Council for approval of the Special Land Use.



February 21, 2024

CITY COUNCIL

Mayor

Justin Fischer

Mayor Pro Tem

Laura Marie Casey

Dave Staudt

Brian Smith

Ericka Thomas

Matt Heintz

Priya Gurumurthy

City Manager

Victor Cardenas

City Clerk

Cortney Hanson

TO: Cortney Hanson, City Clerk

FROM: Fire Marshal – Kevin Pierce

SUBJECT: -Liquor Business License –
Yori Sushi

A fire inspection has been conducted at the above business located at 30650 Beck Rd, Novi MI 48377 and the business has been found to be in compliance with the adopted fire prevention code. The Liquor License for 2024 is recommended.

Novi Public Safety Administration

45125 Ten Mile Road

Novi, Michigan 48375

248.348.7100

248.347.0590 fax

cityofnovi.org

MEMORANDUM



TO: MELISSA MORRIS, DEPUTY CITY CLERK
FROM: ERICK W. ZINSER *EZ*
DIRECTOR OF PUBLIC SAFETY / CHIEF OF POLICE
INITIATED BY: MICHAEL BENDER, DETECTIVE *MB*
SUBJECT: CLASS C LIQUOR LICENSE APPLICATION,
YORI SUSHI
DATE: FEBRUARY 12, 2024

Liquor License Request:

E&S Global Inc. is requesting a Class C license, operating as Yori Sushi, located at 30650 Beck Road, Novi, Michigan 48377.

Applicant/Background Information:

This application is being sought by Haejin Ju, the owner of Yori Sushi. Yori has over three years of experience being an owner and chef of a successful Japanese restaurant. Yori brings comprehensive skills in alcoholic liquor business management, general management, financial oversight, customer relations, and adaptability to industry trends.

Criminal History/Police Contacts:

ICHAT was run on which returned with no record. There were no negative CLEMIS contacts with Haejin Ju or Yori Sushi.

Delinquent Tax Search

There are no delinquent taxes for this address.

Michigan Liquor Control Commission (MLCC):

There are no active violations.

Financial Review:

Based upon the financial data provided by the corporation, no issues were found to prevent the liquor license application process from proceeding.

Summary:

Based on the information provided and the subsequent liquor investigation, I find no reason to deny the applicant's request. This request requires the approval of the Novi City Council.

C: Victor Cardenas, City Manager

AGREEMENT REGARDING LIQUOR LICENSE

This Agreement made as of the date of the last signature on _____, by and between THE CITY OF NOVI, a municipal corporation, with offices located at 45175 W. Ten Mile Road, Novi, Michigan 48375, hereinafter known as "THE CITY", and _____, owners of _____, whose address is _____, Novi, Michigan _____, hereinafter known as "APPLICANT."

RECITALS:

A. The City Council of THE CITY, approved a Resolution to recommend to the Michigan Liquor Control Commission, approval of the issuance of THE CITY'S Class C Liquor License (hereinafter "License") from THE CITY'S quota for the APPLICANT, to be located at _____, Novi, Michigan _____ (hereinafter "PREMISES").

B. To assure that APPLICANT'S representations that were made to and relied upon by the City Council of THE CITY in approving the Resolution were honored and enforceable by THE CITY, its City Council separately directed that the signing and delivery of the Resolution be deferred until the City Attorney had approved one or more agreements guaranteeing the License would stay in THE CITY, with this Agreement and the PREMISES.

IT IS THEREFORE AGREED:

1. In the event APPLICANT should cease operating its restaurant and/or cease to use the License at the PREMISES for any reason whatsoever for a period in excess of ninety (90) consecutive days without the written consent of THE CITY, then APPLICANT shall immediately proceed to place the License in escrow as provided in subsection (a), or return and request termination of the License under subsection (b) if it

has not been removed from escrow as provided in subsection (a) within five (5) years of being placed in escrow. In recognition that notwithstanding the requirements of this Agreement, the Michigan Liquor Control Commission could approve a transfer of the License to a location outside of THE CITY as currently provided in MCL 436.1521(1), as amended, if the License is required to be placed in escrow by this Agreement or the Michigan Liquor Control Act, APPLICANT agrees that after notice and an opportunity for APPLICANT to be heard, the City Council may object to renewal of the License by the Michigan Liquor Control Commission in accordance with the provisions of the Michigan Liquor Control Act and specifically MCL 436.1501(2), as amended.

- a. APPLICANT shall place the License into escrow with the Michigan Liquor Control Commission and maintain same in good standing with the Michigan Liquor Control Commission, conditioned on and with APPLICANT agreeing to take whatever steps are necessary to cause the License to remain in THE CITY, by APPLICANT using the License itself at another location within THE CITY, selling or transferring the License to the OWNER or a successor tenant for use at the PREMISES as provided in the attached Lease or selling or transferring the License to another entity for use at another location in THE CITY.
- b. APPLICANT shall return the License to the Michigan Liquor Control Commission and request that its rights to the License be terminated and that the License not be placed or continued in escrow but instead be returned to THE CITY to be added to its available quota Class C Licenses.

2. The parties also agree that in the event of a fire loss or some other type of event causing physical damage to the APPLICANT'S restaurant at the PREMISES and which results in a temporary closing of the APPLICANT'S business exceeding the ninety (90) consecutive days stated herein while the premises are being repaired or renovated, then same shall not be considered a violation of any of the conditions of this Agreement.

3. APPLICANT agrees that the City Council shall not approve the transfer of the License within three (3) years of the date of the original issuance of the License. The City Council may, but is not required to, excuse the above limitation for any of the following reasons:

- (1) If the License holder is a natural person, he or she dies or becomes incapacitated.
- (2) If the License holder is a corporation, the majority shareholder dies or becomes incapacitated, or the corporation dissolves for reasons other than to transfer the License.
- (3) If the License holder is a limited liability company, the company dissolves for reasons other than to transfer the License.
- (4) The License holder and the proposed License transferee establish that the transfer of the class License shall not result in profiteering.
- (5) The application of this limitation will subject the APPLICANT to financial hardship due to no fault of the APPLICANT, such as a change in the business climate, illness or death, labor or supply problems, and/or other factors outside the APPLICANT'S control.

Unless excused by the City Council as provided above, in the event a License is proposed for transfer within three (3) years from the date of issuance, the APPLICANT agrees that the Michigan Liquor Control Commission shall terminate the License and the City Council may approve the issuance of a new License to a new Applicant without any compensation to the Licensee who placed the License into escrow; provided, however, prior to the approval of such issuance to a new Applicant, the person or entity who placed the License into escrow shall be afforded written notice and an opportunity to be heard, and all objections raised at the hearing shall be resolved (at the Michigan Liquor Control Commission or in the circuit court if necessary) prior to issuance of the License to a new Applicant.

4. APPLICANT agrees that the recommendation of approval agreed upon by the City Council is not a property right and was approved upon the express and continuing condition that the requirements and conditions set forth in this Agreement shall be maintained and not violated by APPLICANT.

5. APPLICANT agrees that after notice and an opportunity for APPLICANT to be heard, a finding by the City Council that a violation of a requirement or condition set forth in this Agreement has occurred, shall be grounds for the City Council to request revocation and/or object to renewal of the License by the Michigan Liquor Control Commission in accordance with the provisions of the Michigan Liquor Control Act and specifically MCL 436.1501(2), as amended.

6. APPLICANT acknowledges that the agreements contained herein are unique and in the event it violates one or more of those agreements, THE CITY would not be adequately compensated by damages or resorting to the remedies described in Paragraph 5, and therefore agrees that the terms and conditions of this Agreement

shall be specifically enforceable by THE CITY by action for such relief in the Oakland County Circuit Court for the State of Michigan and that if THE CITY prevails in such an action, it shall be entitled to an award and judgment that APPLICANT pay THE CITY'S costs and attorney fees incurred.

Witnesses:

APPLICANT:

By:
Its:

Subscribed and sworn to before me
this ____ day of _____, 20__

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission expires: _____

Witnesses:

THE CITY:

By: Justin Fischer, Mayor

By: Cortney Hanson, Clerk

Subscribed and sworn to before me
this ____ day of _____, 20__

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission expires: _____