

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item 1
July 9, 2012

SUBJECT: Consideration of the request of TCF Bank, Victor R. Cassis Living Trust u/a/d November 12, 2011, and Main Street Partnership, LLC, for Final Site Plan approval for Main Street, SP12-16. The subject site is 20.66 acres of land located in Section 23, east of Novi Road, and south of Grand River Avenue, in the TC-1, Town Center-1 Zoning District. The applicant is proposing to terminate the two condominiums recorded over the property, and create three separate metes-and-bounds parcels, with provision for parking, access, stormwater, and public/private utility easements.

SUBMITTING DEPARTMENT: Community Development - Planning

CITY MANAGER APPROVAL: *Baib*

BACKGROUND INFORMATION:

The Novi Main Street development was initially proposed as Site Plan 95-53, with preliminary approvals in 1997. At the time of approval, the development was under single ownership and control (Evergreen/Chen), with shared parking, amenities, and utilities. Since then, two large pieces of the development have been split off and sold – the Luna/Vic's Market parcel to the east, and the Grand-Grace/Fifth Avenue Ballroom parcel to the west. The remaining parcel saw only one of its planned buildings constructed, the existing Atrium Building and adjacent parking on the northwest corner of Main Street and what was once known as Market Street. The remaining parcel was further divided in 2001 into the Main Market Condo; Unit 1 included the existing Atrium Building, Unit 2 included the undeveloped land west of the Atrium Building on the north side of Main Street, and Unit 3 included the undeveloped land on the south side of Main Street.

In 2006, the new owners of a portion of the Main Market Condo – Triangle Development – created a second condominium on top of Unit 2 of the Main Market condominium. This new condominium – Novi Main Street Condominium – included four units within Unit 2 of Main Market. Triangle also received preliminary site plan approval for their plans to develop Units 2 and 3. Construction of buildings approved on Triangle's plans never commenced and in late 2009 Units 2 and 3 transferred to TCF Bank. Unit 1 – the Atrium Building – had previously been sold to Main Street Partnership, LLC in 2006. TCF Bank sold Unit 2 to the Victor R. Cassis Trust in late 2010. Unit 3 remained under the ownership of TCF Bank.

In August 2011 a public hearing was scheduled before the Planning Commission because TCF Bank wished to remove Unit 3 from the Main Market condominium. That public hearing was postponed to a later date because (among other reasons) it became clear that all three unit owners wished to dissolve the two existing condominiums (Main Market and Novi Main Street) and create three separate metes-and-bounds parcels. In late 2011 and early 2012, staff coordinated a number of meetings with property owners and stakeholders in the Main Street area to facilitate discussions, identify issues, and provide a coordinated response to the question of dissolution both condominiums.

In March 2012, TCF Bank submitted Preliminary Site Plan SP12-16. Included on the site plan were the current conditions of the property (buildings, parking areas, driveways, utilities, easements, etc.) and the proposed metes-and-bounds parcel lines for three new parcels. No new buildings, parking lots, driveways, amenities, utilities, or any other site work were proposed as part of the plan. The plan proposes to replace all site plans originally approved for the properties and to dissolve the two existing condominiums.

On April 25, 2012, the Planning Commission held a public hearing for Preliminary Site Plan SP12-16. The Planning Commission's recommendation to the City Council was for Preliminary Site Plan approval subject to the three property owners and the City coming to an agreement on a collection of draft legal agreements, and contingent on a number of issues. City Council approved the Preliminary Site Plan on May 21, 2012, with several conditions. The applicants are now requesting Final Site Plan Approval. If approved, the new Final Site Plan would supersede all previously-approved site plans for those areas, including site plans approved for Evergreen/Chen in 1997 and Triangle/Nona in 2006.

Note that the proposed motion below suggests that a number of conditions be placed on the approval, including that the parties agree to enter into various agreements among themselves and/or with the City. These documents are intended to confirm and/or clarify the parties' rights and responsibilities with regard primarily to access, parking, and utilities that are shared by them under prior approvals. As noted above, the Main Street area was originally under single ownership and was envisioned, planned, and approved as an integrated development with shared amenities, utilities, and maintenance. The legal documents are intended to collectively retain those aspects once the two condominiums are dissolved and the property is divided into three separate parcels each under separate ownership.

If Final Site Plan is approved, the rest of the process would be generally as follows:

- The parties record the termination of the 2 condominiums, thereby creating acreage areas on either side of Main Street.
- The parties file for land division with the City Assessor to formally create the 3 new parcels depicted in the site plan.
- Contemporaneously with the creation of the 3 parcels, the parties enter into the following:
 - Reciprocal Access/Parking/Stormwater/Utilities Agreement.
 - An amendment to the existing 1995 Property Exchange Agreement, dealing with maintenance of streetscape improvements (lighting, landscaping).
 - An assignment and consent to extension of the lease for the City-owned parking lot.

Note that a street vacation request for remaining Paul Bunyan public right of way is being presented to the City Council for consideration under a separate action item.

RECOMMENDED ACTION:

Approval of the request of TCF Bank, Victor R. Cassis Living Trust u/a/d November 12, 2011, and Main Street partnership, LLC, SP12-16 Main Street, for the Final Site Plan, subject to the following (if any of the following do not occur, Final Site Plan Approval shall not be complete and effective, and the City staff shall not issue Stamping Sets for the Project):

1. Signature and recording of:
 - a. Termination of Condominium Project and Master Deed - Main Market Condominium
 - b. Termination of Condominium Project and Master Deed – Novi Main Street Condominium
2. Application by all property owners for a land division, and the granting of the land division by the City Assessor, to establish the three parcels identified on the Site Plan (including appropriate conveyance of the 16-foot wide strip along the northern boundary of Parcel 2, as noted on the site plan)
3. Signature by all parties and recording of:
 - a. Main Street Area Reciprocal Parking, Access, and Public/Private Utilities Agreement
 - b. Consents of Luna and TCF (as lender for Parcel 1)
4. Signature by all parties of First Amendment to Exchange Agreement (Main Street Area)
5. Signature by all parties of Second Assignment of Lease Agreement (City-owned parking lot)
6. Compliance with all conditions and requirements listed in the staff and consultant review letters, with any required changes to the final site plan to be included in the final stamping sets.
7. The above-referenced documents are to be signed in substantially the form as attached, with the attachments to be determined by the City staff and any changes to be approved by the City Manager and City Attorney.

This motion is made because the plan is otherwise in compliance with Article 16, Article 24, and Article 25, together with all other applicable provisions of the Zoning Ordinance, with respect to the Property within the plan, and because the plan is consistent with rights to shared parking on the Property by adjacent properties, including specifically Parcel No. 22-23-176-011, which shall be considered to have sufficient parking for its existing and historically approved uses for the improvements on Parcel No. 22-23-176-011.

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| Mayor Pro Tem Staudt | | | | |
| Council Member Casey | | | | |
| Council Member Fischer | | | | |

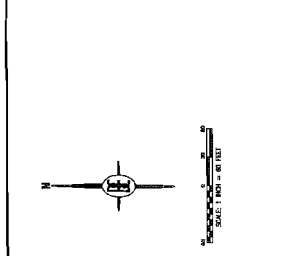
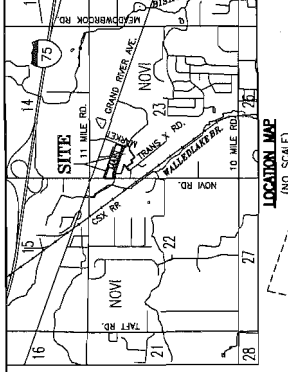
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| Council Member Mutch | | | | |
| Council Member Wrobel | | | | |

**REDUCED FINAL SITE PLAN
SP12-16**

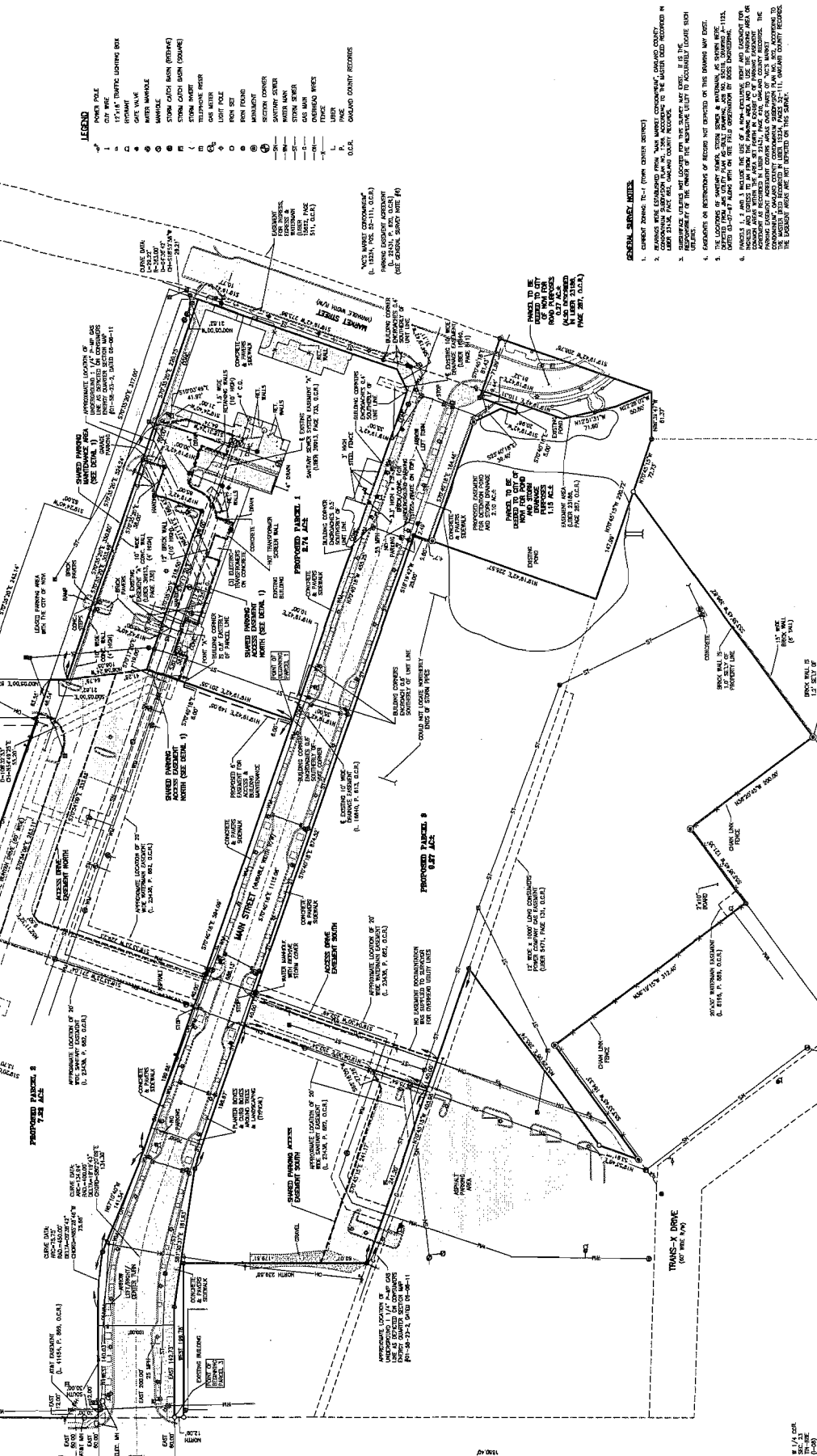
BOSS ENGINEERING
LANDSCAPE ARCHITECTS & PLANNERS
 3111 L. ROAD, SUITE 100
 ANN ARBOR, MI 48106
 (734) 963-2222 FAX (734) 963-1870

TOP PLAN
MAIN MARKET CONDOMINIUM
 1740 COLLEGE PARKWAY
 LANSING, MI 48226
 (734) 542-2225

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| DATE | 2-3-12 |
| SCALE | 1" = 60' |
| JOB NO. | 11-131 |
| DRAWN BY | ASD |
| DESIGNED BY | |
| CHECKED BY | |
| PROJECT | PREPARED |
| DATE | 02-13-12 |
| REVISION | |
| NO. | |
| BY | |
| DATE | |



SURVEY
 (SEE SHEET 2 FOR DESCRIPTIONS)



GENERAL NOTES:

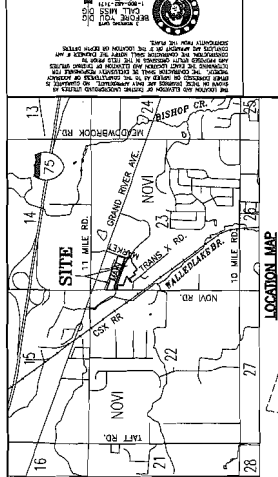
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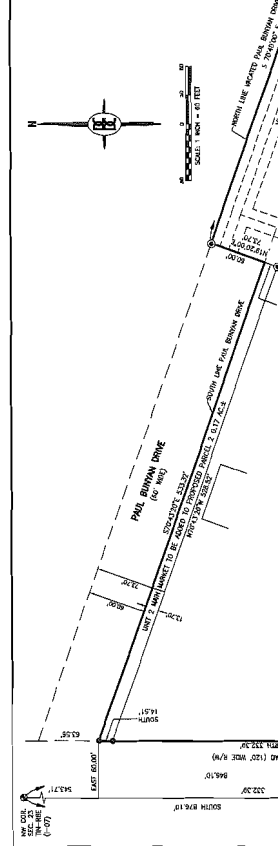
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- GENERAL SURVEY NOTES:**
1. CURRENT ZONING: T-1 (TOWN CENTER DISTRICT)
 2. EXISTING WAREHOUSE BUILT BY WEAVER CONSTRUCTION, DIVISION OF WEAVER CONSTRUCTION COMPANY, INC. (RECORDED IN DEED BOOK 21348, PAGE 142, LANSING COUNTY RECORDS).
 3. ASSURANCE POLICIES ARE MAINTAINED FOR THIS SURVEY AND EXIST. B.E.P. IS THE ASSURANCE POLICY NUMBER FOR THIS SURVEY AND EXIST. B.E.P. IS THE ASSURANCE POLICY NUMBER FOR THIS SURVEY AND EXIST.
 4. EASEMENTS OR RESTRICTIONS OF RECORD NOT INDICATED ON THIS DRAWING MAY EXIST.
 5. AGGREGATE PARCEL INCLUDES THE USE OF A NON-RESIDENTIAL PORT AND SHARED PARKING AREAS LOCATED AT THE CORNER OF MARKET STREET AND 11th Mile Road.

AGGREGATE PARCEL



| NO. | REVISIONS | DATE |
|-----|-------------------|----------|
| 1 | ISSUED FOR PERMIT | 06-20-12 |
| 2 | ISSUED FOR PERMIT | 06-20-12 |
| 3 | ISSUED FOR PERMIT | 06-20-12 |
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| 9 | ISSUED FOR PERMIT | 06-20-12 |
| 10 | ISSUED FOR PERMIT | 06-20-12 |

DESCRIPTION OF AGGREGATE PARCEL:

Part of the Northern Michigan Corporation, at the Northern Center of Section 23, Township 23N, Range 18E, Meridian 16R, in the County of Lapeer, Michigan, containing 20.86 acres, more or less, as shown on the attached plat. The parcel is bounded on the north by the 11th Mile Road, on the east by the Market Street, on the south by the 11th Mile Road, and on the west by the 11th Mile Road. The parcel is divided into three (3) parcels, Parcel 1, Parcel 2, and Parcel 3, as shown on the attached plat. Parcel 1 is 10.70 acres, Parcel 2 is 1.72 acres, and Parcel 3 is 8.64 acres. The parcel is currently used as a warehouse and parking area. The parcel is being offered for sale as an aggregate parcel. The parcel is being offered for sale as an aggregate parcel. The parcel is being offered for sale as an aggregate parcel.

AGGREGATE PARCEL

TOTAL PARCEL 20.86 AC

PARCEL 1 10.70 AC

PARCEL 2 1.72 AC

PARCEL 3 8.64 AC

MARKET STREET

11th MILE ROAD

TRANS-X DRIVE

SHARED PARKING

SHARED PARKING (SEE PLAN 1)

SHARED PARKING (SEE PLAN 2)

SHARED PARKING (SEE PLAN 3)

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SHARED PARKING (SEE PLAN 100)

DESCRIPTION OF AGGREGATE PARENT PARCEL:

Part of the Northwest 1/4 of Section 23, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 23; thence along the centerline of Novi Road (120 foot wide Right of Way) and the West line of Section 23, due South, 543.71 feet; thence due East, 60.00 feet, to the East line of Novi Road and the POINT OF BEGINNING of the Parcel to be described; thence along the South line of Paul Bunyan Drive (60 foot wide Right of Way), S 70°43'20" E, 533.32 feet; thence N 19°20'00" W, 60.00 feet; thence S 70°40'00" W, 462.96 feet; thence S 00°04'56" W, 21.62 feet; thence S 70°35'20" W, 524.24 feet; thence along the West line of Market Street (Variable Width Right of Way), S 19°19'42" W, 273.86 feet; thence continuing along the along the West line of Market Street, S 64°19'42" W, 31.11 feet; thence along the North line of Main Street (Variable Width Right of Way), the following four (4) courses: 1) N 70°40'18" W, 1049.34 feet; 2) N 67°10'40" W, 141.34 feet; 3) westerly along an arc left, having a length of 75.75 feet, a radius of 450.00 feet, a central angle of 09°38'42", and a long chord which bears N 85°28'46" W, 75.66 feet; 4) due West, 140.03 feet; thence along the East line of Novi Road (120 foot wide Right of Way), due North, 332.39 feet, to the POINT OF BEGINNING, containing 9.96 acres, more or less, and including the use of existing Novi Road (120 foot wide Right of Way), Market Street (Variable Width Right of Way), Main Street (Variable Width Right of Way) and Paul Bunyan Drive (60 foot wide Right of Way). Also subject to any other easements or restrictions of record.

AND

Part of the Northwest 1/4 of Section 23, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 23; thence along the centerline of Novi Road (120 foot wide Right of Way) and the West line of Section 23, due South, 976.10 feet; thence due East, 60.00 feet, to the East line of Novi Road and the POINT OF BEGINNING of the Parcel to be described; thence along the South line of Main Street (Variable Width Right of Way), the following three (3) courses: 1) due East, 142.73 feet; 2) S 81°30'37" E, 181.83 feet; 3) S 70°40'18" E, 874.52 feet; thence S 19°19'42" W, 25.00 feet; thence S 70°40'18" E, 164.46 feet; thence S 25°40'18" E, 39.40 feet; thence S 19°19'42" W, 20.96 feet; thence S 70°40'18" E, 5.00 feet; thence N 19°19'42" E, 51.32 feet; thence S 70°40'18" E, 81.43 feet; thence S 19°19'42" W, 208.78 feet; thence N 89°39'47" W, 61.37 feet; thence N 70°45'15" W, 72.73 feet; thence S 53°38'45" W, 396.82 feet; thence N 36°20'45" W, 200.00 feet; thence S 53°38'45" W, 121.35 feet; thence N 36°19'15" W, 312.40 feet; thence S 53°33'45" W, 184.33 feet; thence N 19°53'48" E, 53.91 feet; thence N 53°29'08" E, 285.74 feet; thence N 70°45'15" W, 405.98 feet; thence due North, 239.68 feet; thence due West, 199.78 feet; thence along the East line of Novi Road (120 foot wide Right of Way), due North, 12.09 feet, to the POINT OF BEGINNING, containing 10.70 acres, more or less, and including the use of the existing Market Street and Main Street. Also subject to any other easements or restrictions of record. Total Parcel contains 20.66 acres, more or less.

PROPOSED PARCEL 1:

Part of the Northwest 1/4 of Section 23, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 23; thence along the centerline of Novi Road (120 foot wide Right of Way) and the West line of Section 23, due South, 876.10 feet; thence due East, 60.00 feet, to the East line of Novi Road; thence along the North line of Main Street (Variable Width Right of Way), the following four (4) courses: 1) due East, 140.03 feet; 2) easterly along an arc right, having a length of 75.75 feet, a radius of 450.00 feet, a central angle of 09°38'42", and a long chord which bears S 85°28'46" E, 75.66 feet; 3) S 67°10'40" E, 141.34 feet; 4) S 70°40'18" E, 594.09 feet, to the POINT OF BEGINNING of the Parcel to be described; thence N 19°19'42" E, 201.55 feet; thence S 70°35'20" E, 218.50 feet; thence N 19°19'42" E, 65.00 feet; thence S 70°35'20" E, 38.00 feet; thence N 19°19'42" E, 30.00 feet; thence S 70°35'20" E, 220.75 feet; thence along the West line of Market Street (Variable Width Right of Way), S 19°19'42" W, 273.86 feet; thence continuing along the along the West line of Market Street, S 64°19'42" W, 31.11 feet; thence along the North line of Main Street (Variable Width Right of Way), N 70°40'18" W, 455.25 feet, to the POINT OF BEGINNING, containing 2.74 acres, more or less, and including the use of the existing Market Street and Main Street. Also including the use of a 6 foot wide easement for access and building maintenance, as described below. Also subject to any other easements or restrictions of record.

PROPOSED PARCEL 2:

Part of the Northwest 1/4 of Section 23, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 23; thence along the centerline of Novi Road (120 foot wide Right of Way) and the West line of Section 23, due South, 543.71 feet; thence due East, 60.00 feet, to the East line of Novi Road and the POINT OF BEGINNING of the Parcel to be described; thence along the South line of Paul Bunyan Drive (60 foot wide Right of Way), S 70°43'20" E, 533.32 feet; thence N 19°20'00" W, 60.00 feet; thence S 70°40'00" W, 462.96 feet; thence S 00°04'56" W, 21.62 feet; thence S 70°35'20" W, 303.49 feet; thence S 19°19'42" W, 30.00 feet; thence N 70°35'20" W, 38.00 feet; thence S 19°19'42" W, 65.00 feet; thence N 70°35'20" W, 218.50 feet; thence S 19°19'42" W, 201.55 feet; thence along the North line of Main Street (Variable Width Right of Way), the following four (4) courses:

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June 27, 2012

Job Number: 11-131
Sheet: 1 of 3



3121 E. Grand River Ave. Howell, MI 48843
Phone (517)546-4836 • Fax (517)546-1670

CHRISTOPHER S. FERGUS, P.S.

1) N 70°40'18" W, 594.09 feet; 2) N 67°10'40" W, 141.34 feet; 3) westerly along an arc left, having a length of 75.75 feet, a radius of 450.00 feet, a central angle of 09°38'42", and a long chord which bears N 85°28'46" W, 75.66 feet; 4) due West, 140.03 feet; thence along the East line of Novi Road (120 foot wide Right of Way), due North, 332.39 feet, to the POINT OF BEGINNING, containing 7.22 acres, more or less, and including the use of existing Novi Road (120 foot wide Right of Way), Main Street (Variable Width Right of Way) and Paul Bunyan Drive (60 foot wide Right of Way). Also subject to a 6 foot wide easement for access and building maintenance, for the use of Parcel 1, as described below. Also subject to any other easements or restrictions of record.

PROPOSED PARCEL 3:

Part of the Northwest 1/4 of Section 23, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 23; thence along the centerline of Novi Road (120 foot wide Right of Way) and the West line of Section 23, due South, 976.10 feet; thence due East, 60.00 feet, to the East line of Novi Road and the POINT OF BEGINNING of the Parcel to be described; thence along the South line of Main Street (Variable Width Right of Way), the following three (3) courses: 1) due East, 142.73 feet; 2) S 81°30'37" E, 181.83 feet; 3) S 70°40'18" E, 874.52 feet; thence S 19°19'42" W, 251.57 feet; thence S 70°45'15" E, 147.99 feet; thence S 53°38'45" W, 396.82 feet; thence N 36°20'45" W, 200.00 feet; thence S 53°38'45" W, 121.35 feet; thence N 36°19'15" W, 312.40 feet; thence S 53°33'45" W, 184.33 feet; thence N 19°53'48" E, 53.91 feet; thence N 53°29'08" E, 285.74 feet; thence N 70°45'15" W, 405.98 feet; thence due North, 239.68 feet; thence due West, 199.78 feet; thence along the East line of Novi Road (120 foot wide Right of Way), due North, 12.09 feet, to the POINT OF BEGINNING, containing 9.27 acres, more or less, and including the use of the existing Main Street. Also subject to any other easements or restrictions of record.

PARCEL TO BE DEEDED TO THE CITY OF NOVI FOR ROAD PURPOSES:

Part of the Northwest 1/4 of Section 23, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 23; thence along the centerline of Novi Road (120 foot wide Right of Way) and the West line of Section 23, due South, 976.10 feet; thence due East, 60.00 feet, to the East line of Novi Road; thence along the South line of Main Street (Variable Width Right of Way), the following three (3) courses: 1) due East, 142.73 feet; 2) S 81°30'37" E, 181.83 feet; 3) S 70°40'18" E, 874.52 feet; thence S 19°19'42" W, 25.00 feet; thence S 70°40'18" E, 164.46 feet; thence S 25°40'18" E, 39.40 feet; thence S 19°19'42" W, 20.96 feet; thence S 70°40'18" E, 5.00 feet; thence N 19°19'42" E, 51.32 feet; thence S 70°40'18" E, 9.44 feet; to the POINT OF BEGINNING of the Parcel to be described; thence continuing S 70°40'18" E, 71.99 feet; thence S 19°19'42" W, 208.78 feet; thence N 22°28'02" W, 50.80 feet; thence N 12°51'24" W, 71.60 feet; thence N 19°19'42" E, 110.31 feet, to the POINT OF BEGINNING, containing 0.27 acres, more or less.

NOTE: THIS AREA IS ALSO DESCRIBED IN NON-EXCLUSIVE EASEMENT AGREEMENT, AS RECORDED IN LIBER 23186, PAGE 287, OAKLAND COUNTY RECORDS.

PARCEL FOR POSSIBLE FUTURE CONVEYANCE:

Part of the Northwest 1/4 of Section 23, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 23; thence along the centerline of Novi Road (120 foot wide Right of Way) and the West line of Section 23, due South, 976.10 feet; thence due East, 60.00 feet, to the East line of Novi Road; thence along the South line of Main Street (Variable Width Right of Way), the following three (3) courses: 1) due East, 142.73 feet; 2) S 81°30'37" E, 181.83 feet; 3) S 70°40'18" E, 874.52 feet; thence S 19°19'42" W, 25.00 feet, to the POINT OF BEGINNING of the Parcel to be described; thence S 70°40'18" E, 164.46 feet; thence S 25°40'18" E, 39.40 feet; thence S 19°19'42" W, 20.96 feet; thence S 70°40'18" E, 5.00 feet; thence N 19°19'42" E, 51.32 feet; thence S 70°40'18" E, 9.44 feet; thence S 19°19'42" W, 110.31 feet; thence S 12°51'24" E, 71.60 feet; thence S 22°28'02" E, 50.80 feet; thence N 89°39'47" W, 61.37 feet; thence N 70°45'15" W, 220.72 feet; thence N 19°19'42" E, 226.57 feet, to the POINT OF BEGINNING, containing 1.15 acres, more or less, and including the use of the existing Main Street and Market Street. Also subject to any other easements or restrictions of record.

PROPOSED 6' WIDE EASEMENT FOR ACCESS AND BUILDING MAINTENANCE:

Part of the Northwest 1/4 of Section 23, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 23; thence along the centerline of Novi Road (120 foot wide Right of Way) and the West line of Section 23, due South, 876.10 feet; thence due East, 60.00 feet, to the East line of Novi Road; thence continuing due East, 140.03 feet; thence easterly along an arc right, having a length of 75.75 feet, a radius of 450.00 feet, a central angle of 09°38'41", and a long chord which bears S 85°28'46" E, 75.66 feet; thence S 67°10'40" E, 141.34 feet; thence S 70°40'18" E, 588.09 feet; to the POINT OF BEGINNING of the Easement to be described; thence N 19°19'42" E, 149.05

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CHRISTOPHER S. FERGUS, P.S.

feet; thence S 70°40'18" E, 6.00 feet; thence S 19°19'42" W, 149.05 feet; thence N 70°40'18" W, 6.00 feet, to the POINT OF BEGINNING.

PROPOSED ACCESS DRIVE EASEMENT NORTH:

Part of the Northwest 1/4 of Section 23, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 23; thence along the centerline of Novi Road (120 foot wide Right of Way) and the West line of Section 23, due South, 876.10 feet; thence due East, 60.00 feet, to the East line of Novi Road; thence along the North line of Main Street (Variable Width Right of Way), the following four (4) courses: 1) due East, 140.03 feet; 2) easterly along an arc right, having a length of 75.75 feet, a radius of 450.00 feet, a central angle of 09°38'42", and a long chord which bears S 85°28'46" E, 75.66 feet; 3) S 67°10'40" E, 141.34 feet; 4) S 70°40'18" E, 199.86 feet, to the POINT OF BEGINNING of the Easement to be described; thence N 18°33'23" E, 271.04 feet; thence S 70°54'09" E, 263.11 feet; thence northerly along an arc left, having a length of 64.41 feet, a radius of 34.00 feet, a central angle of 108°32'53", and a long chord which bears N 54°49'24" E, 55.20 feet; thence S 70°40'06" E, 48.54 feet; thence S 00°04'56" E, 21.62 feet; thence S 06°58'26" E, 64.79 feet; thence N 70°54'09" W, 333.88 feet; thence S 52°11'32" W, 9.50 feet; thence S 18°33'23" W, 229.23 feet; thence along the North line of Main Street, N 70°40'18" W, 40.00 feet, to the POINT OF BEGINNING.

PROPOSED SHARED PARKING ACCESS EASEMENT NORTH:

Part of the Northwest 1/4 of Section 23, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 23; thence along the centerline of Novi Road (120 foot wide Right of Way) and the West line of Section 23, due South, 543.71 feet; thence due East, 60.00 feet, to the East line of Novi Road; thence along the South line of Paul Bunyan Drive (60 foot wide Right of Way), S 70°43'20" E, 533.32 feet; thence N 19°20'00" W, 60.00 feet; thence S 70°40'00" W, 462.96 feet; thence S 00°04'56" W, 21.62 feet, to the POINT OF BEGINNING of the Easement to be described: thence S 70°35'20" E, 350.80 feet; thence S 10°03'49" E, 41.92 feet; thence S 18°31'24" W, 64.74 feet; thence N 70°48'33" W, 26.84 feet; thence N 19°11'27" E, 34.52 feet; thence N 70°48'33" W, 51.30 feet; thence southerly along an arc left, having a length of 11.47 feet, a radius of 5.34 feet, a central angle of 123°05'53", and a long chord which bears S 47°38'31" W, 9.39 feet; thence S 24°43'21" W, 8.10 feet; thence westerly along an arc right, having a length of 43.31 feet, a radius of 39.73 feet, a central angle of 62°27'23", and a long chord which bears S 55°57'03" W, 41.20 feet; thence S 19°18'04" W, 22.45 feet; thence N 70°41'56" W, 22.60 feet; thence N 19°18'04" E, 16.89 feet; thence N 70°41'56" W, 29.89 feet; thence S 19°18'04" W, 16.89 feet; thence N 70°41'56" W, 88.31 feet; thence N 19°18'04" E, 17.37 feet; thence N 70°41'56" W, 43.29 feet; thence S 19°18'04" W, 17.37 feet; thence N 70°41'56" W, 33.20 feet; thence N 19°19'42" E, 44.32 feet; thence N 06°58'26" W, 106.05 feet, to the POINT OF BEGINNING.

PROPOSED SHARED PARKING MAINTENANCE AREA NORTH:

Part of the Northwest 1/4 of Section 23, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 23; thence along the centerline of Novi Road (120 foot wide Right of Way) and the West line of Section 23, due South, 543.71 feet; thence due East, 60.00 feet, to the East line of Novi Road; thence along the South line of Paul Bunyan Drive (60 foot wide Right of Way), S 70°43'20" E, 533.32 feet; thence N 19°20'00" W, 60.00 feet; thence S 70°40'00" W, 462.96 feet; thence S 00°04'56" W, 21.62 feet, to the POINT OF BEGINNING of the Easement to be described: thence S 70°35'20" E, 303.49 feet; thence S 19°19'42" W, 30.00 feet; thence N 70°35'20" W, 38.00 feet; thence S 19°19'42" W, 65.00 feet; thence N 70°35'20" W, 218.50 feet; thence N 06°58'26" W, 106.05 feet, to the POINT OF BEGINNING.

PROPOSED ACCESS DRIVE EASEMENT SOUTH:

Part of the Northwest 1/4 of Section 23, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 23; thence along the centerline of Novi Road (120 foot wide Right of Way) and the West line of Section 23, due South, 976.10 feet; thence due East, 60.00 feet, to the East line of Novi Road; thence along the South line of Main Street (Variable Width Right of Way), the following three (3) courses: 1) due East, 142.73 feet; 2) S 81°30'37" E, 181.83 feet; 3) S 70°40'18" E, 198.67 feet, to the POINT OF BEGINNING of the Easement to be described; thence continuing S 70°40'18" E, 40.00 feet; thence S 19°04'30" W, 252.49 feet; thence N 70°45'15" W, 40.00 feet; thence N 19°04'30" E, 252.54 feet, to the POINT OF BEGINNING.

PROPOSED SHARED PARKING ACCESS EASEMENT SOUTH:

Part of the Northwest 1/4 of Section 23, T1N-R8E, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Northwest Corner of Section 23; thence along the centerline of Novi Road (120 foot wide Right of Way) and the West line of Section 23, due South, 976.10 feet; thence due East, 60.00 feet, to the East line of Novi Road; thence along the East line of Novi Road, due South, 12.09 feet; thence due East, 199.78 feet; thence due South, 179.61 feet, to the POINT OF BEGINNING of the

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June 27, 2012

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Easement to be described; thence S 70°45'15" E, 241.17 feet; thence N 65°16'05" E, 27.26 feet; thence S 19°04'30" W, 75.64 feet; thence N 70°45'15" W, 241.20 feet; thence due North, 60.07 feet; to the POINT OF BEGINNING.

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June 27, 2012

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MAPS

Location Aerial

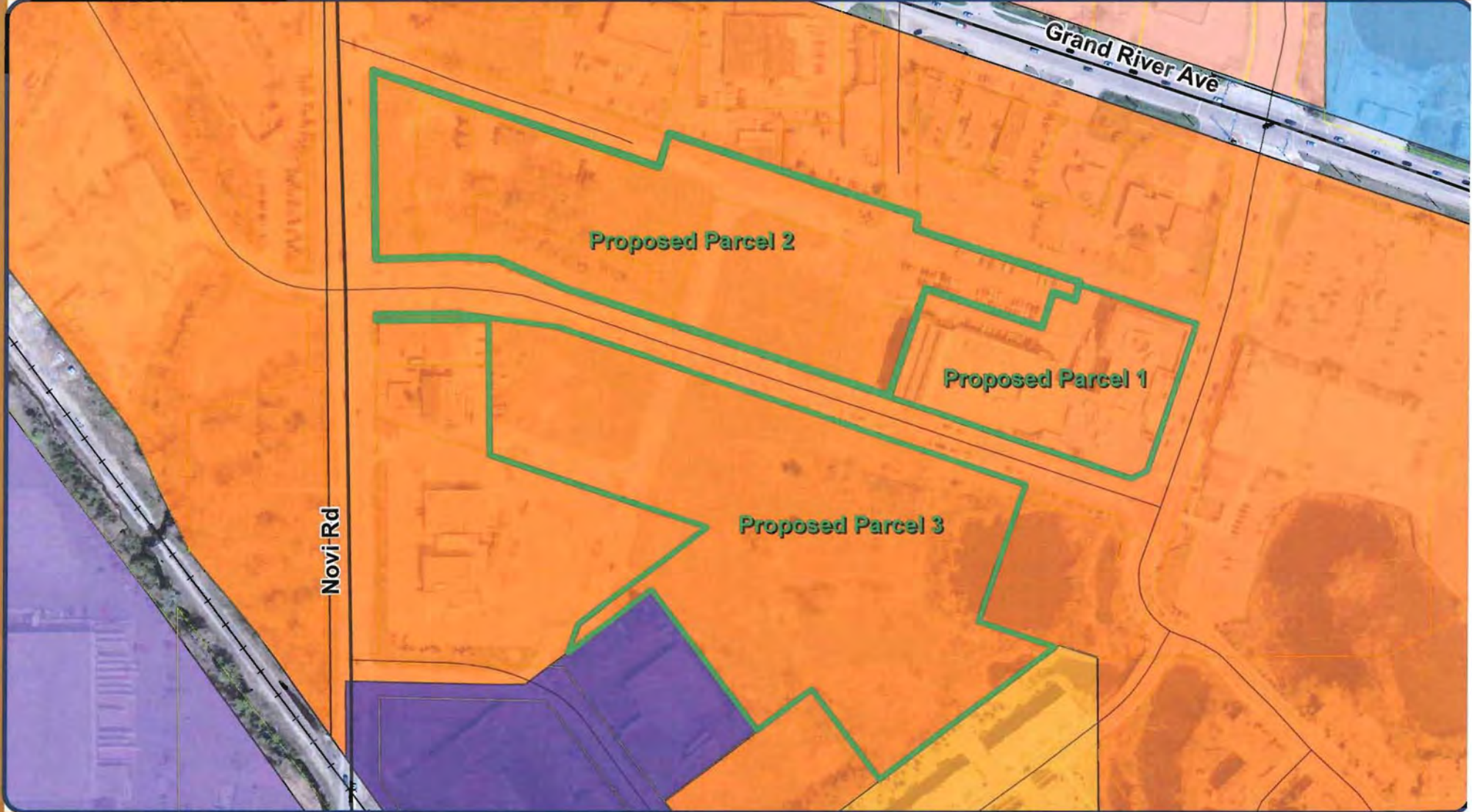
Zoning

Future Land Use

Natural Features

SP 12-16 Main Street

Zoning



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

Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

Map information reported is not intended to replace or substitute for any official or primary source. This map was prepared to meet National Map Accuracy Standards and use the most recent accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 137 of 1979 as amended. Please contact the City GIS Manager to confirm zoning and accuracy information related to this map.

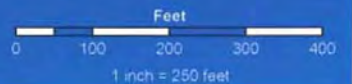
Map Legend

- Subject Properties
- Tax Parcels
- Zoning**
- Zoning Code**
- RM-1: Low-Density Multiple Family
- RM-2: High-Density Multiple Family
- I-1: Light Industrial District
- I-2: General Industrial District
- OS-1: Office Service District
- TC: Town Center District
- TC-1: Town Center -1 District



City of Novi

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



SP 12-16 Main Street

Future Land Use



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

Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

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

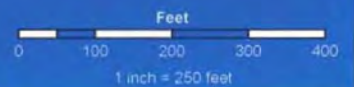
Map Legend

- Subject Properties
- Tax Parcels
- Future Land Use (2010)**
- INDUSTRIAL RESEARCH DEVELOPMENT TECHNOLOGY
- TC COMMERCIAL
- TC GATEWAY
- PUBLIC
- CEMETERY
- UTILITY



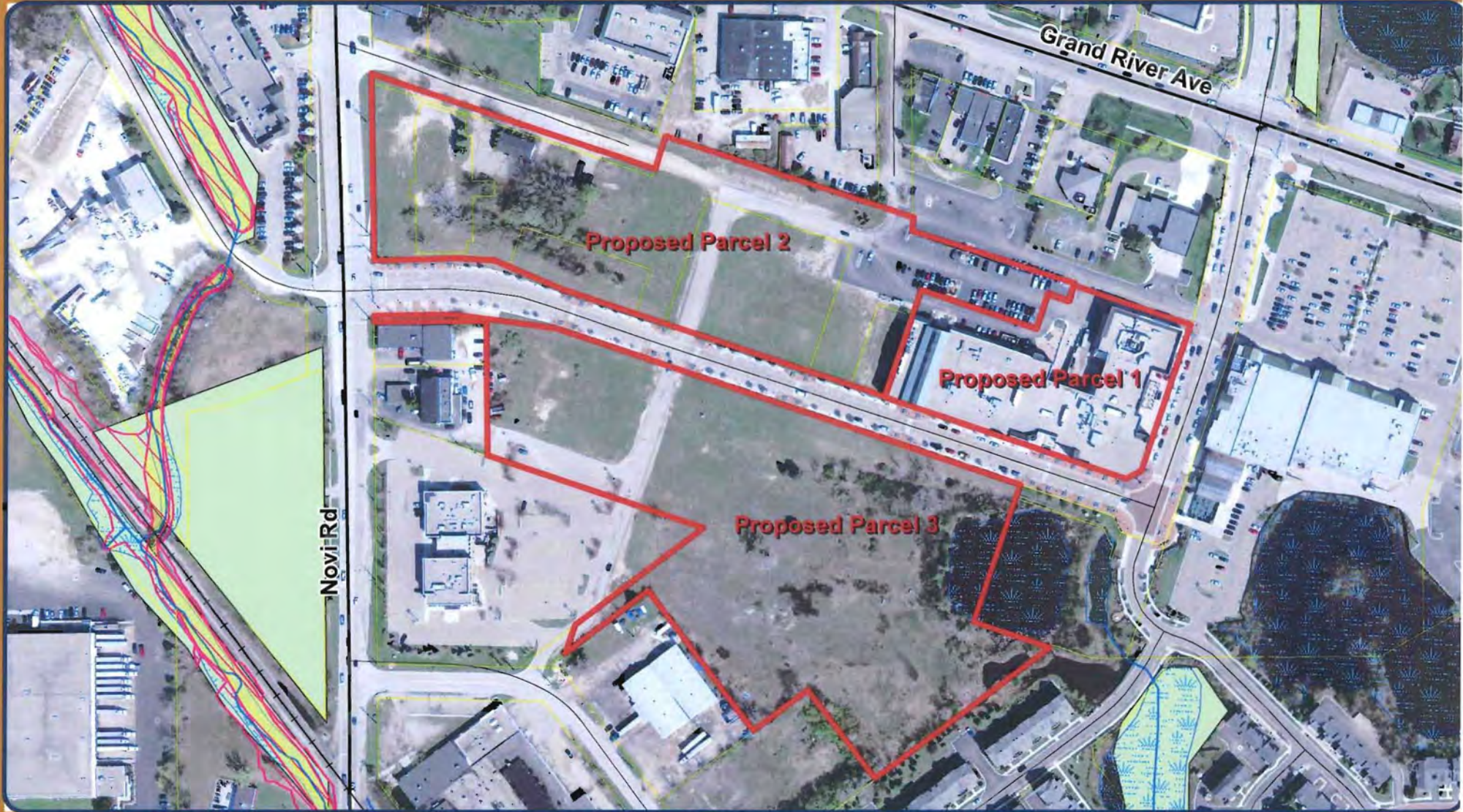
City of Novi

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SP 12-16 Main Street

Natural Features



Map Author: Dave Campbell
 Date: April 10, 2012
 Project: SP 12-16 Main Street
 Version #: 1.0

Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace all responsibilities for any official or private source. This map was prepared to meet National Map Accuracy Standards and uses the most recent accurate surveys available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be considered as such as requirements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm zoning and accuracy information related to this map.

Map Legend

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



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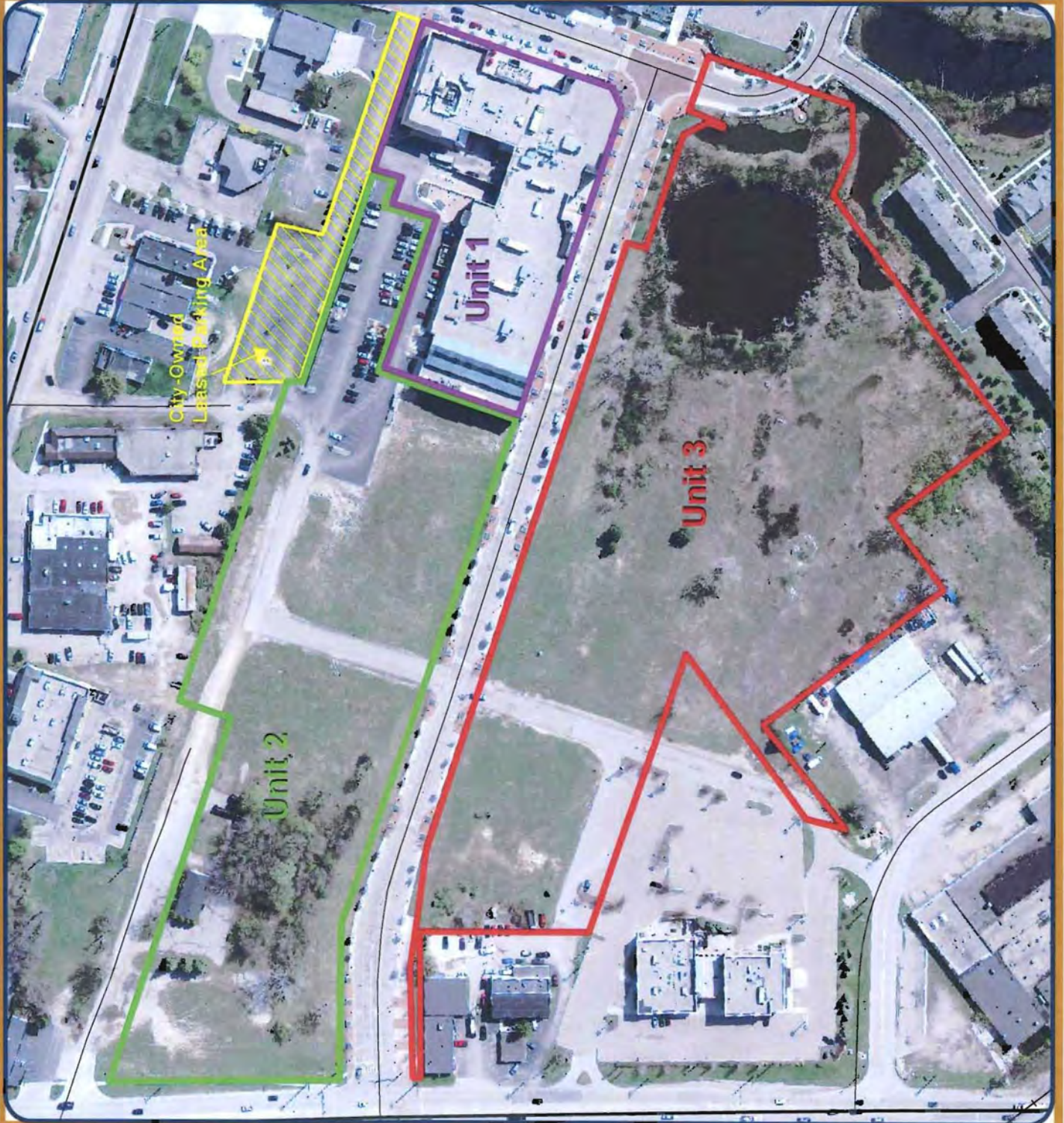


LOCATION MAPS

**APPROXIMATE BOUNDARIES OF CONDOMINIUM UNITS
LEASED PARKING AREA
SHARED PARKING/ACCESS**

Main Street Condominium

Approximate Boundaries of Condominium Units and City-Owned Leased Parking



Map Legend

- Unit 1 (purple square)
- Unit 2 (green square)
- Unit 3 (red square)



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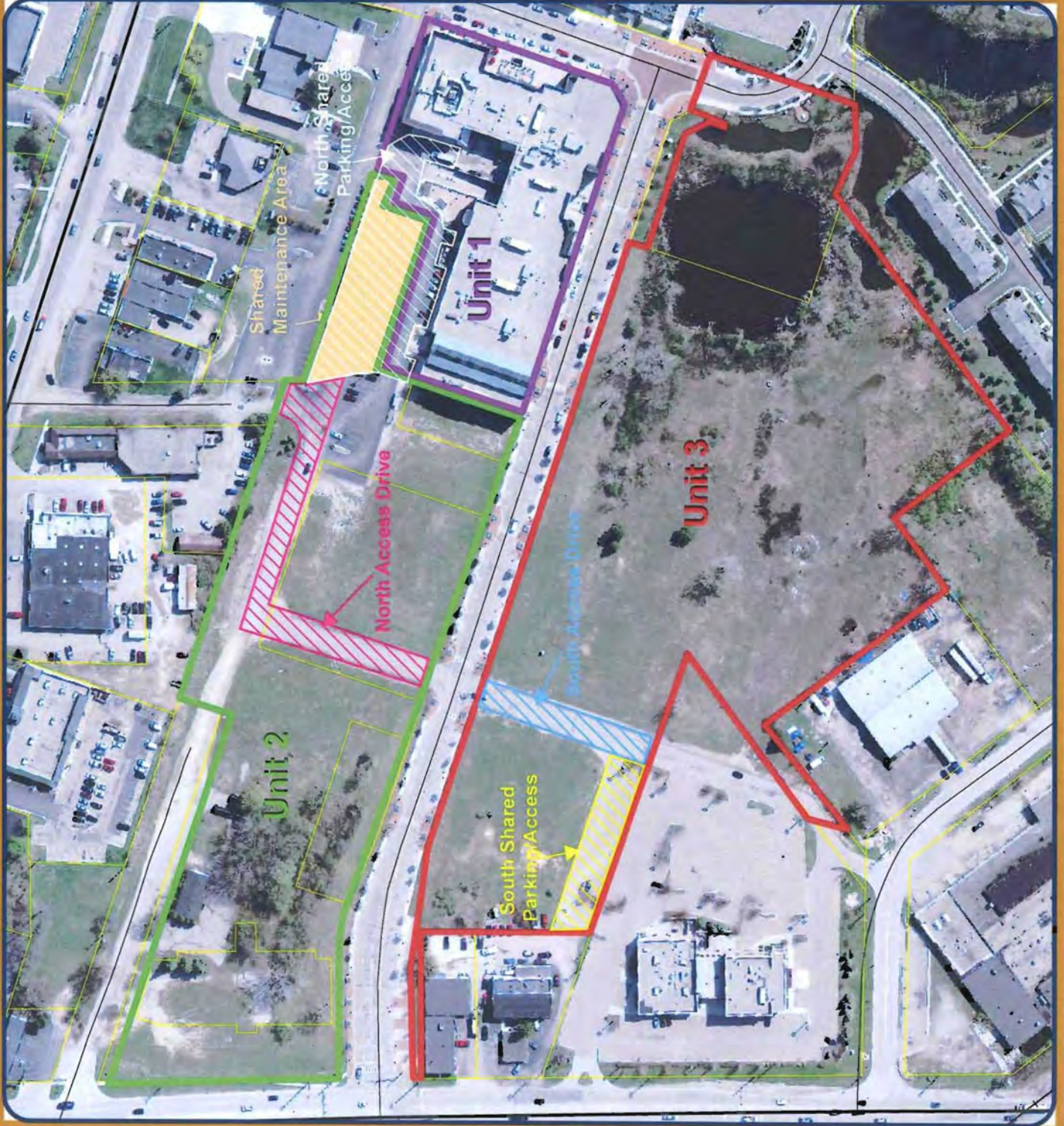
Map Author: Kristen Kapelanski
Date: 05.10.12
Project: Main Street Condominium
Version #: 1.0

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Main Street Condominium

Approximate Boundaries of Condominium Units and Shared Parking/Access



Map Legend

- Unit 1
- Unit 2
- Unit 3



City of Novi

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City Hall / Civic Center
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Novi, MI 48375
cityofnovi.org

Map Author: Kristen Kapelanski
Date: 05/10/12
Project: Main Street Condominium
Version #: 1.0

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**TERMINATION OF CONDOMINIUM PROJECT AND MASTER DEED – MAIN MARKET
CONDOMINIUM**

TERMINATION OF CONDOMINIUM PROJECT AND MASTER DEED

MAIN MARKET CONDOMINIUM

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

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

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

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

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

E. It is the intent of the Co-Owners that the parcel described in the Original Legal Description shall then be split up into three separate parcels, as described in the attached Exhibit C, and that the City Assessor will approve such division of land *subject to the recording of this Termination document and other actions of the parties as required by the City of Novi in connection with the Termination, including the signature of approved reciprocal easement agreements(s) and agreements regarding ongoing maintenance of streetscape improvements.*

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

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

TCF NATIONAL BANK, a National
Banking Association

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

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

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

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

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

MAIN MARKET ASSOCIATION, a
Michigan non-profit corporation

By: _____
Its:

STATE OF MICHIGAN)
)SS

COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

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

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

Tax Identification Number: _____

**TERMINATION OF CONDOMINIUM PROJECT AND MASTER DEED – NOVI MAIN
STREET CONDOMINIUM**

TERMINATION OF CONDOMINIUM PROJECT AND MASTER DEED

NOVI MAIN STREET CONDOMINIUM

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

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

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

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

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

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

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

TCF NATIONAL BANK, a National
Banking Association

By: _____
Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires _____

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

By: _____
Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI

My commission expires

NOVI MAIN STREET ASSOCIATION, a
Michigan non-profit corporation

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

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

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

Tax Identification Number: _____

**MAIN STREET AREA RECIPROCAL PARKING, ACCESS, STORMWATER, AND
PUBLIC/PRIVATE UTILITIES AGREEMENT**

MAIN STREET AREA
RECIPROCAL PARKING, ACCESS, STORMWATER, AND PUBLIC/PRIVATE
UTILITIES AGREEMENT

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

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

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

C. The Property was previously owned, in its entirety, by Evergreen III, L.L.C ("Evergreen"), and was part of a larger area known for purposes of this Agreement as the Evergreen Main Street Development. In addition to the Property, Evergreen owned and/or developed other parcels in the Evergreen Main Street Development, including (a) the property across Main Street (formerly Market Street), now owned by Luna Properties, L.L.C. (Parcel No.

22-23-176-011) (“Luna”); (b) the parcel to the east of Luna, now owned by Grand Novi Associates, L.L.C. (Parcel No. 22-23176-016) (“Grand Novi”); and (c) property to the west of the subject property now owned by Grand Grace Holdings (Parcel No. 22-23-151-022) (“Grand Grace”).

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

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

F. As part of the coordinated development of the Evergreen Main Street Development, Evergreen took advantage of the provisions of the City of Novi Zoning Ordinance for the Town Center (TC-1) District that allowed for the sharing of parking areas between developments for purposes of meeting parking requirements. At various points in connection with the construction of buildings and improvements throughout the Evergreen Main Street Development, Evergreen and/or others constructed certain parking and access areas on the Property (the "Existing Parking and Access Areas"). The Existing Parking and Access Improvement Areas are depicted and described on the attached Exhibit C. They consist of (1) the South Access Drive; (2) the South Shared Parking/Access Area; (3) the North Access Drive; and (4) the North Shared Parking/Access Area.

G. In 2001, Evergreen recorded the Master Deed for the Main Market Condominium, which included all of the Property (then known as Units 1, 2, and 3 of the Main Market Condominium). Because Evergreen had not secured approval through the appropriate City ordinance process to establish a condominium, the successor owners of the Property were required to secure approval of the condominium from the City, which it received in or around 2005. An affidavit outlining the process and the basis for the City’s approval of the Main Market Condominium is recorded at Liber 35208, Pages 726-732, inclusive, Oakland County Records. The Main Market Association was incorporated as a Michigan Nonprofit Corporation in 2000, but there was an automatic dissolution effective in 2004.

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

I. In addition to the shared parking indicated in the Main Market Condominium, there is a "Reciprocal Easement, Utility and Parking Agreement" between Evergreen and Vic Kid, L.L.C., that encumbers an area of the Luna property and the Grand Novi property, and that contemplates possible easement rights with regard to access and parking on the property in the future, which such agreement is recorded at Liber 14998, Pages 350-364, inclusive, Oakland County Records. A subsequent agreement dated January 17, 2001, between Evergreen, Main Market L.L.C. (the then-owner of Unit 1), and Vic's Market Condominium Association, entitled "Parking Easement Agreement," provided for additional shared parking rights between Unit 1 and a portion of the Luna parcel, which such agreement is recorded at Liber 22431, Pages 620-632, inclusive, Oakland County Records.

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

K. In or around 2007, Units 2 and 3 of the Main Market Condominium were acquired by Triangle Main Street, L.L.C. ("Triangle"), which proposed a development on those two vacant parcels. The City granted preliminary site plan approval for the Triangle Main Street Development in or around 2007. Triangle subsequently prepared a document entitled "First Amendment to Master Deed Main Market Condominium," which it recorded at Liber 39435, Pages 230-236, inclusive, Oakland County Records. At the time, Triangle was the owner of Units 2 and 3, but not Unit 1. Certain of the Parties dispute the efficacy of this Amendment. However, the Amendment, among other things, purported to create additional general common element areas on Unit 2. Also in 2007, a separate Main Market Association was incorporated as a Michigan Nonprofit Corporation purporting to establish Articles of Incorporation for the purpose of, among other things, managing and administering the Main Market Condominium. The efficacy of this action is also disputed by certain of the Parties. In any event, no annual report has been filed since 2009.

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

M. In or around 2009, TCF acquired Units 2 and 3 of the Main Market Condominium (including all property within the Main Street Condominium) from Triangle.

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

O. Subsequently, and regardless of any disputes as to the efficacy of the actions noted above, the Parties determined that it would be appropriate to dissolve both Condominiums that have been recorded and established on the Property in order to make Units 2 and 3 ready for redevelopment. Therefore, on _____, 2012, at the request of the Parties, the City of

Novi approved a final site plan amendment, SP-12-16, that contemplated the dissolution of both the Main Market Condominium and the Main Street Condominium and the creation of Parcels 1, 2, and 3 described above and in Exhibit B, subject to a land division as required by the City of Novi Code of Ordinances and applicable state law. The final site plan is attached as Exhibit D. The land division to create the three Parcels was granted by the City Assessor on _____, 2012.

P. The approval of SP-12-16 was conditioned on the parties executing this Reciprocal Parking, Access, Stormwater, and Public/Private Utility Agreement to provide for shared parking and access rights consistent with the development approvals for the existing improvements, as well as rights with regard to shared access and the maintenance of other improvements on the Property, and to acknowledge the existence of various utilities and other improvements or recorded easements. Similarly, the land division to create the Parcels was conditioned on the execution of this Reciprocal Parking, Access, and Public Utility Agreement.

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

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

Section 1. Grant of Reciprocal Parking and Access Easement

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

Section 2. Reasonable Use of Parking and Access Easement Areas

The Parties agree that their use of the Existing Parking and Access Easement Areas will be conducted in such a manner that it does not damage the areas or the existing improvements, or unreasonably interfere with the rights and free use of the parking and access easement areas by the Parties or their Permitted Users, or otherwise unreasonably increase the burden on such areas.

No Party shall block or obstruct the Existing Parking and Access Easement Areas; no fences, walls, or other barriers may be placed therein by any party, subject to the express terms contained in this Agreement. Any Party that damages any portion of the Existing Parking and Access Easement Areas shall, as soon as practicable, repair and/or replace any damage that it has caused to the improvements thereon.

Section 3. Maintenance

During the entire term of this Agreement, each Party shall use the Existing Parking and Access Easement Areas in careful and proper manner, in compliance with all applicable laws and regulations. Subject to the exception stated below, each Party, at its sole expense, shall service, repair, and maintain, or cause to be serviced, repaired, and maintained, the area owned by such Party (that is, located on its Parcel, as described above) so as to keep such parking area in good condition, repair, and appearance and in working order for the purposes intended, ordinary wear and tear excepted; provided, however, that at all times the condition of the Existing Parking and Access Easement Areas shall be in compliance with all applicable laws and regulations, and shall include, at a minimum, restriping and resurfacing at appropriate times so as to keep the condition of the Existing Parking and Access Easement Areas reasonably equivalent to other comparable commercial developments within the City of Novi; timely pothole repair; keeping the areas free of debris and weeds; timely snow removal; and maintenance of parking lot lighting in good working order and appearance.

Notwithstanding the foregoing, as to the area shown on the attached Exhibit C and identified as the "Shared Maintenance Area," the Parties agree that normal maintenance of such area shall be the responsibility of the owner of Parcel 1 (MAIN STREET PARTNERSHIP) until such time as any portion of Parcel 2 (CASSIS) that is immediately west of the existing building on Parcel 1 and east of the existing North Access Drive is developed with a building and has a (temporary or permanent) certificate of occupancy issued by the City. For purposes of this provision, "building" shall mean an enclosed structure, with a roof; it shall not include a deck or patio or other unenclosed use (if any such use is permitted or approved by the City), unless such improvement is accessory to or required in connection with an improvement on another portion of Parcel 2. At that time the maintenance responsibilities described herein shall be shared equally by MAIN STREET PARTNERSHIP and CASSIS. Shared maintenance activities shall be undertaken by MAIN STREET PARTNERSHIP, with reimbursement by CASSIS of 50% of the reasonable cost of the maintenance within 30 days of an invoice from MAIN STREET PARTNERSHIP. Before undertaking any specific maintenance activity other than snow or ice removal, MAIN STREET PARTNERSHIP shall provide notice to CASSIS of its intent to do so, and provide respective contracts for such work, including bid documents, if applicable.

Following issuance of a (temporary or permanent) certificate of occupancy for a building on Parcel 2 east of the existing North Access Drive, in the event substantial replacement or reconstruction of the Shared Parking Area is required, such costs shall be borne equally between MAIN STREET PARTNERSHIP and CASSIS on the basis of a mutually approved contract or contracts, which such approval shall not be unreasonably withheld by either party; provided, however, that until January 1, 2020, if no (temporary or permanent) certificate of occupancy has been issued by the City for a building on Parcel 2 in the area adjacent to Parcel 1 east of the

existing North Access Drive, then such cost shall be borne exclusively by MAIN STREET PARTNERSHIP, with any costs incurred after January 1, 2020 being borne equally between MAIN STREET PARTNERSHIP and CASSIS.

Section 4. Improvements/Alterations

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

Notwithstanding the foregoing, the Parties agree that the Access Drives shown on the attached Exhibit C shall remain in the locations depicted unless approval is secured from the City of Novi to alter or amend such location through site plan approval. Any Party seeking site plan approval from the City of Novi to alter or amend the location of an Access Drive shall give written notice to the parties of same, at the time of application to the City. In such event, additional easements shall be executed by the parties as appropriate.

In addition, the Parties acknowledge that the owner of Parcel 3 (TCF) may seek to exchange the area depicted as the South Shared Parking Area with a comparably-sized area currently owned by Grand Grace. The Parties agree that TCF or its successors-in-interest may seek land division and site plan approval for such exchange without the prior approval of MAIN STREET PARTNERSHIP or CASSIS, who represent here that they do not object to such exchange.

The Parties further acknowledge and agree:

(i) The CITY owns approximately 0.823 acres of property located in the Main Street area of Novi identified as Parcel No. 22-23-176-019 (the City-owned Parking Lot), which is currently the subject of an unrecorded lease for the benefit of the Main Market Condominium. TCF AND CASSIS consent to the assignment of the lease from Main Market Condominium to MAIN STREET PARTNERSHIP, and to conveyance of such area to MAIN STREET PARTNERSHIP by the City if the City determines in the future to make such conveyance, subject to the requirement that such area remain open and available for parking and access by the Permitted Users of CASSIS AND TCF.

(ii) TCF owns an approximately 1.15-acre area located at the corner of Main Street and Main Street (formerly Market Street), initially part of Unit 3 in the First Master Deed for Main Market Condominium, and later designated as "common area" in the First Amendment to the Master Deed for the Main Market Condominium, which area it may seek at a future date to convey to the City. CASSIS AND MAIN STREET

PARTNERSHIP represent here that they do not object to conveyance of such area by TCF to the City.

(iii) The City of Novi may determine to vacate the remaining right-of-way for Paul Bunyan Drive, which is adjacent to property owned by CASSIS. MAIN STREET PARTNERSHIP and TCF hereby represent that they do not object to such vacated area being vested in CASSIS (subject to the requirements for ingress and easement to be determined by the City).

Section 5. Temporary Interruptions

Notwithstanding any language to the contrary herein, a Party's right to use any Existing Parking and Access Easement Areas may be temporarily interrupted, to the extent reasonably necessary, in the event of an emergency situation, repairs and maintenance, permitted additions, modifications, and improvements, fire or casualty, or other causes beyond the reasonable control of a party. In addition, nothing in this Agreement shall prevent a Party from seeking approval from the City for special events or approvals for uses permitted under the City of Novi Code of Ordinances, including, but not limited to, tent sales or outdoor gatherings that are temporary in nature and do not unreasonably interfere with another Party's use of the Existing Parking and Access Easement Areas and do not exceed 5 days for any given event or approval. Any Party intended to proceed with such an event shall provide 30 days' written notice of such proposed event, including a description and any available drawings.

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

Notwithstanding anything in this Agreement to the contrary, MAIN STREET PARTNERSHIP, as the owner of Parcel 1, may dedicate or assign spaces within the underground parking area located on Parcel 1 to the Permitted Users of Parcel 1, including restricting access thereto. Such dedicated or assigned spaces shall not exceed 50% of the spaces, or 84 total spaces, located in the areas shown on Exhibit E. The remaining underground parking spaces shall remain open and accessible to CASSIS and TCF and their Permitted Users, except that MAIN STREET PARTNERSHIP may restrict access to and/or implement security gates in connection with the entire underground parking structure (i.e., all parking spaces) for the benefit of its Permitted Users between the hours of 6:00 pm and 7:00 am.

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

The Parties jointly submitted an application for an amendment to the site plan that created the Main Market Condominium. Such site plan approval was designated SP-12-16 by the City of Novi (Exhibit D) contemplated the dissolution of the Main Market Condominium and the establishment of three separate parcels (Parcels 1, 2, and 3). The site plan approval for SP-12-16 also confirms existing access to each as shown on the site plan. Site plan SP-12-16 also depicts existing common public/private utilities and other easements, including certain underground and surface sanitary sewer, water, gas, electrical, telephone and cable, and storm drainage facilities that serve not only the Property, but also Luna, Grand Grace, and Grand Novi properties described above. The Parties further acknowledge that the joint submission of the application for

partial amendment of the initial site plan through SP-12-16 represents their approval and consent to, and grant of any required easements for, such existing utilities and/or other existing improvements. The parties also acknowledge that in all other respects the prior site plan has not been amended, but that any future development on or improvements to any of the Parcels shall require separate site plan approval, and will be processed by the City as new site plans the submission of which will not require approval or consent by the other Parties.

With regard to stormwater facilities and drainage specifically, the Parties acknowledge that, in addition to the existence of certain underground drainage facilities as shown on Exhibit D (including without limitation piped flow from the Grand Grace property to a basin located on Parcel 3 and from the City-owned Parking Lot and adjacent Fire Station property [Parcel 22-23-176-019] to Parcel 1), there is stormwater sheet flow surface drainage that occurs over, upon, across, and through the various parcels that comprise the Property, as well as the City-owned Parking Lot and the Luna, Grand Grace, and Grand Novi properties described above. The Parties agree that there shall be a private, non-exclusive, perpetual easement for sheet flow surface drainage over, upon, across, and through their respective parcels.

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

No existing utility or other improvement, or easement therefor, within the Existing Parking and Access Easement Areas shall be enlarged or relocated, nor shall the burden thereof be increased, without the prior written consent of the Party on whose Parcel the improvement or facility is located, which consent shall not be unreasonably withheld or delayed. With regard to sheet flow surface drainage, the Parties agree that they shall not alter their respective parcels or place anything on their Parcels that obstructs or impedes the flow of storm water or surface drainage from the Grantee Property, provided that, as part of an approved site plan, each Party may construct and/or install surface improvements to the property, including buildings, paved driveways, parking and/or walkways, landscaping, utilities and/or similar improvements, which improvements do not interfere with the existing flow of surface drainage across their Parcel.

Section 8. Indemnification

Each party agrees to defend, indemnify, and save the other Parties and their respective agents, representatives, officers, directors, and shareholders harmless from all claims, loss, damages, costs, expenses, including reasonable attorney fees, because of personal injury or death of persons, or the destruction of property, resulting from, arising out of, or in any manner connected with the indemnifying Party's use, occupancy, or possession of the Existing Parking

and Access Easement Areas; provided, however, that no Party shall be liable for any claims, losses, damages, costs, or expenses that are caused due to the intentional, willful, or grossly negligent act or omission of the Party otherwise indemnified, or its employees or agents or invitees, and also except for claims paid pursuant to any policy of insurance obtained by a Party as set forth herein.

Section 9. Insurance

Each party to this Agreement shall carry and maintain, or cause to be carried and maintained, throughout the term of this Agreement, commercial general liability insurance in the amount of at least \$5,000,000, combined single limit/per occurrence, subject to a commercially reasonable deductible, covering all bodily injury, including death, and property damage arising out of the use of the parking and access easement areas and the party's indemnity obligations under this Agreement. Such minimum amount of insurance shall be adjusted each decade in the year in which the federal census is taken consistent with the changes in the cost of living, and taking into consideration any other particularly relevant fact. Notwithstanding any other language in the Agreement to the contrary, in no event shall any Party be liable to any other Party for consequential damages arising out of this Agreement.

Section 10. Effect on Existing Agreements

The Parties acknowledge the existence of the agreements between their predecessor(s)-in-interest, Evergreen and/or Main Market, L.L.C., and various third parties as recited above, relating to shared parking, access, and utilities, copies of certain of which are attached as Exhibit F. The Parties agree that this Agreement does not modify such separate agreements, which remain in force and effect. The terms and conditions in this Agreement, and any covenants or promises herein, apply as between the Parties only, and not any third parties. This provision shall not prevent any Party from contesting the effect of such agreements.

Notwithstanding the foregoing, the Parties acknowledge and agree that certain of the agreements attached as Exhibit F contemplate the sharing of parking area and access *maintenance and repair* costs between the owner(s) of the Property (comprised of the three Parcels) and Luna, as owner of Parcel No. 22-23-176-011. To the extent such maintenance and repair obligations are in force and effect, the Parties agree to waive, release, and abandon the right to assert such shared maintenance and repair rights and obligations as relates to the Luna property, provided that Luna signs the "Consent to Reciprocal Parking, Access, Stormwater, And Public/Private Utilities Agreement" attached hereto and made a part hereof. No rights to use the areas for access and parking are waived or abandoned.

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

The Parties acknowledge that Parcels 2 and 3 are essentially vacant and/or undeveloped, and that building improvements will be proposed and constructed or installed thereon in the future. The Parties acknowledge and agree that any future building improvements shall stand on their own for purposes of compliance with the City of Novi Code of Ordinances, including the Zoning Ordinance, with respect to building location, size, setback, area, and the like. The Parties

further agree that, except as provided below, the parking within the Existing Parking and Access Easement Areas shall not be used to satisfy parking requirements for any new development or building improvements on Parcels 2 and 3.

More specifically, the Parties agree that:

(a) For purposes of parking calculations for buildings or uses constructed after the date of this Agreement on Parcels 2 and 3, the Existing Parking and Access Easement Areas shall be excluded from the calculation of developable area, and the existing parking spaces shall not be counted toward required parking for any new building improvements or new uses; such required parking shall be calculated under the standards for the applicable zoning district.

(b) Any new surface parking for new non-residential building improvements or new uses will be open to use by and among all Parties; that is, any non-residential surface parking areas shall be open to the Permitted Users of all Parties, and not gated. This limitation shall not apply to a parking structure, above or below ground, constructed on Parcel 2 or 3. This limitation shall not prohibit the assignment or designation of a limited number of spaces within any new surface parking area constructed on Parcel 2 or Parcel 3 for use by Permitted Users of those parcels, which number shall not exceed 10% of the new spaces and shall be approved by the City of Novi at the time of site plan approval or amendment,

The Parties further acknowledge that the City of Novi has indicated that it does not intend to enforce any private parking limitations, whether set forth in this Agreement or elsewhere, except with respect to such limitations as it has expressly approved.

Section 12. Taxes and Assessments

Each party shall be responsible for all taxes and assessments of any kind levied against their Parcel, and no party shall have any responsibility to pay such taxes and assessments levied against any other Parcel not owned by the party; provided, however, that this provision shall not prevent a Party from challenging the valuation of its property in accordance with applicable property tax laws.

Section 13. Easement for Access and Building Maintenance (Parcels 1 and 2).

MAIN STREET PARTNERSHIP and CASSIS acknowledge that the property line for Parcel 1 is only 0.8 feet westerly of the building corner on the north side. The site plan attached as Exhibit D shows a 6 foot easement for access and building maintenance. The purpose of this access and building maintenance easement is to allow MAIN STREET PARTNERSHIP to maintain the exterior of the building as necessary, and to make such improvements within the existing property lines of Parcel 1 as are otherwise permitted. CASSIS agrees that no structures will be placed or constructed within the 6 foot easement except with the approval of MAIN STREET PARTNERSHIP; provided, however, that CASSIS may pave or otherwise improve the

surface of the property within the 6 foot easement in such a manner that does not interfere with MAIN STREET PARTNERSHIP's ability to access the building for maintenance purposes.

Section 14. General Provisions

Term. This Agreement shall become effective on the date set forth above and shall remain binding upon the Parties until terminated by mutual agreement of all the Parties; provided that this provision shall not prohibit any party from seeking site plan or other approvals from the City in accordance with the terms of this Agreement and the City of Novi Code of Ordinances.

Entire Agreement. This Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the Parties hereto, together with any site plan or other approvals required by the City of Novi in accordance with the City of Novi Code of Ordinances. However, the Agreement may be modified with no notice to any Permitted Users or any third party.

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

Successors and Assigns. This Agreement, and each covenant and condition contained in this Agreement, shall inure to the benefit of and be binding on the Parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein; provided, however, that nothing herein shall prevent a Parcel Owner from conveying all or a portion its Parcel to a third party, along with all rights and obligations under this Agreement, thereby releasing the conveying Party from any further obligation under this Agreement to the extent of the conveyance, which shall be binding on the successor or assign hereunder.

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

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

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

Attorneys' Fees and Costs. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or

misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover against the other Party or Parties in such legal action, reasonable attorneys' fees and other costs incurred in that action or proceedings, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

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

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

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

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

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

TCF NATIONAL BANK, a National
Banking Association

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this _____ day of _____, A.D., 20___, before me,
personally appeared the above named _____, the
_____ of _____, to me known to be the person

described in and who executed the foregoing instrument and acknowledged that ___ executed the same as _____ free act and deed.

Notary Public, _____ County, MI
My commission expires

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

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

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

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires _____

MAIN MARKET ASSOCIATION, a
Michigan non-profit corporation

By: _____
Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires _____

THIS INSTRUMENT DRAFTED BY:

WHEN RECORDED, RETURN COPY TO:

Tax Identification Number: _____

**LUNA PROPERTIES L.L.C. CONSENT TO RECIPROCAL PARKING, ACCESS, AND
PUBLIC/PRIVATE UTILITIES AGREEMENT**

**CONSENT TO RECIPROCAL PARKING, ACCESS, STORMWATER, AND
PUBLIC/PRIVATE UTILITIES AGREEMENT**

Luna Properties, L.L.C. a Michigan limited liability company, whose address is 42875 Grand River Avenue, Novi, MI 48375 (“Luna”) consents to the Main Street Area Reciprocal Parking, Access, Stormwater, and Public/Private Utilities Agreement dated _____, 2012, as Mortgagee of the approximately 2.74 acre parcel of property owned by Main Street Partnership, Parcel No. 22-23-176-____, subject to and conditioned upon the following:

a. This Consent is expressly conditioned upon Luna being released from any obligation to contribute to the *maintenance and repair* of the existing parking and access areas referred to in the Agreement and depicted on Exhibit C thereto. Luna acknowledges that the parties to the Agreement are similarly released from any maintenance and repair obligations with respect to parking or access areas on property owned by Luna. Luna acknowledges, however, the continuation of the shared parking obligations of the Parties and Luna as set forth in the various site plans for development of the Property and any existing and/or recorded easements for such shared parking.

b. This Consent is also expressly conditioned on and is subject to the determination of the City of Novi, as set forth in the final site plan approval for SP-12-16, on or about _____, 2012, indicating that the Property now owned by Luna Properties, Parcel No. 22-23-176-011, shall be considered to have sufficient parking for its existing and historically approved uses for the improvements on its property. Such parking includes the parking areas currently located on Parcel No. 22-23-176-011, together with rights of Luna to continue to park in the shared parking areas described in previous site plan approvals and various shared parking easements as referred to in the Agreement.

LUNA PROPERTIES, L.L.C.,
a Michigan limited liability company

By: _____

Its:

**TCF NATION BANK (LENDER TO PARCEL1)
ACKNOWLEDGEMENT OF
RECIPROCAL PARKING, ACCESS, STORMWATER,
AND PUBLIC/PRIVATE UTILITIES AGREEMENT**

Meeting Draft 7/5/12

**MORTGAGEE ACNOWLEDGMENT OF RECIPROCAL PARKING, ACCESS,
STORMWATER, AND PUBLIC/PRIVATE UTILITIES AGREEMENT**

TCF National Bank, a National Banking Association, whose address is 11440 College Parkway, Livonia, MI 48152-2363 ("TCF") acknowledges the existence and enforceability of the Main Street Area Reciprocal Parking, Access, Stormwater, and Public/Private Utilities Agreement dated _____, 2012, as Mortgagee of the approximately 2.74 acre parcel of property owned by Main Street Partnership, Parcel No. 22-23-176-___.

TCF NATIONAL BANK, a National
Banking Association, as Mortgagee

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

FIRST AMENDMENT TO EXCHANGE AGREEMENT (MAIN STREET AREA)

FIRST AMENDMENT TO EXCHANGE AGREEMENT

(MAIN STREET AREA)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Each property owner (the "Responsible Property Owner") shall be responsible for maintenance of the streetscape improvements located on or adjacent to their Parcel. This shall include, but not be limited to, the obligation to keep all streetlights and irrigations improvements in good condition and working order at all times. Each Responsible Property Owner shall bear the cost of the maintenance of the streetscape improvements on their respective properties. The cost of electricity and water service related to the streetscape improvements shall be borne on a pro rata basis. Currently, meters for electric utility service and water service for the area west of Market Street are located on and are maintained by Parcel 1 (MAIN STREET PARTNERSHIP). The owners of Parcels 1, 2, and 3 (MAINSTREET PARTNERSHIP, CASSIS, AND TCF) agree that Parcel 1 (MAINSTREET PARTNERSHIP) will continue to coordinate payment for such

water and electric utility service, and that Parcels 2 and 3 (CASSIS AND TCF) will pay to Parcel 1 their respective pro rata share within 30 days upon receiving an invoice therefor.. Failure to pay a water or electric utility charge when due shall be a breach of this Agreement. If a majority of the owners of Parcels 1, 2, and 3 agree in the future to install separate meters for each parcel, each party shall bear its own costs for such installation.

Section 3. Remainder of Agreement Unchanged

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

Section 4. General Provisions

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

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

Successors and Assigns. This Agreement, and each covenant and condition contained in this Agreement, shall inure to the benefit of and be binding on the Parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein; provided, however, that nothing herein shall prevent a Parcel Owner from conveying its Parcel to a third party, along with all rights and obligations under this Agreement

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

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

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

My commission expires

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

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

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

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

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

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

CITY OF NOVI., a Michigan Municipal
Corporation

By: _____
Its:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

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

Notary Public, _____ County, MI
My commission expires

THIS INSTRUMENT DRAFTED BY:

WHEN RECORDED, RETURN COPY TO:

Tax Identification Number: _____

SECOND ASSIGNMENT OF LEASE AGREEMENT (CITY-OWNED PARKING LOT);

SECOND ASSIGNMENT AND EXTENSION OF LEASE

THIS SECOND ASSIGNMENT AND EXTENSION OF LEASE (“Assignment”) is made as of _____, 2012, by and between MAIN MARKET ASSOCIATION, a Michigan nonprofit corporation (“Assignor”), whose address is 43155 Main Street, Suite 2200-A, Novi, Michigan 48375, and THE CITY OF NOVI, a Michigan municipal corporation, whose address is 41575 Ten Mile Road, Novi, Michigan 48375 (“Lessor”), and MAIN STREET PARTNERSHIP, LLC, a Michigan limited liability company (“Assignee”), whose address is 710 East Ogden Avenue, Suite 420, Naperville, Illinois 60563.

R-E-C-I-T-A-L-S:

- A. On July 24, 1995, Lessor entered into a certain Lease (the “Lease”), attached hereto as Exhibit A, with Evergreen III, Inc. as to certain real property more particularly described on Exhibit B, attached hereto (the “Property”), to provide additional parking for the Main Market Development (the “Project”) developed on the adjoining property (“Adjoining Property”), more particularly described on Exhibit C.
- B. The Lease had an initial term of twenty (20) years, commencing on October 6, 1995, and ending on October 5, 2015, with successive twenty (20)-year extensions.
- C. Evergreen requested that the initial Lease term be extended to October 5, 2041, with successive renewal periods of twenty (20) years to commence after that date as provided in the Lease. Lessor agreed to such assignment under Section 11(B) of the Lease. The assignee under that assignment was the Main Market Association.
- D. On _____, 2012, the City Council for the City of Novi approved a site plan amendment for the Property that terminated the Main Market Condominium. The unit owners within the condominium have agreed as part of the termination to assign the Lease to the owner of Unit 1 of the condominium/Parcel 1, Main Street Partnership, LLC. Lessor agrees to such assignment, provided the termination of the Main Market Condominium is in fact accomplished and completed.

IN CONSIDERATION AND AGREEMENT for One Dollar (\$1.00) the receipt and adequacy of which is hereby acknowledged, and in further consideration of the mutual covenants contained herein, Assignor, Assignee, and Lessor agree as follows:

1. **Assignment.** Effective on the date the termination of the Main Market Condominium is recorded in the Oakland County records, Assignor does assign, transfer, and convey to Assignee all of its right, title, and interest in and to the Property and the Lease. **If requested by its Lender Assignee will have 30 days to convey collateral assignment documents to the Lender.**

2. **Term Extended.** The term of the lease is extended ten (10) years, such that the expiration date is October 5, 2051.

3. **Obligations.** Assignee agrees to assume all the obligations of the Lessee under the Lease.

4. **Shared Parking.** Assignee agrees that the parking on the Property shall be open to the public and not gated or otherwise restricted, and that the employees, tenants, customers, and invitees of the owners of the other units of the former Main Market Condominium shall have access to the Property during the term of this Lease, subject to its terms.

5. **Binding Effect.** This Assignment shall inure to the benefit of and shall be binding upon the parties to this Assignment and their respective heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:
MAIN MARKET ASSOCIATION,
a Michigan nonprofit corporation

By _____
Its: _____

ASSIGNEE:
MAIN STREET PARTNERSHIP, LLC,
a Michigan limited liability company

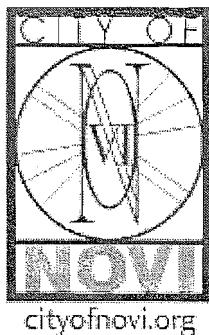
By _____
Its: _____

CITY OF NOVI,
a Michigan municipal corporation

By _____
Robert J. Gatt, Mayor

By _____
Maryanne Cornelius, Clerk

PLANNING REVIEW
(July 2, 2012)



PLAN REVIEW CENTER REPORT

July 2, 2012

Planning Review

Main Street Final Site Plan

SP 12-16 (formerly SP 95-53)

Petitioner

TCF Bank (Larry Czekaj)

Review Type

Final Site Plan

Property Characteristics

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

Project Summary

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

A series of draft legal documents have been prepared to address the items that have been previously identified as land use issues associated with the recorded condominiums that cover the property, specifically parking, access, maintenance, and shared utilities issues. Planning issues will generally be resolved if the parties involved sign and record the legal documents.

Since the property is located in the TC-1, Town Center 1 Zoning District, and the affected parcels exceed five acres, the Preliminary Site Plan required a public hearing and review by the Planning Commission with a recommendation to the City Council. The Planning Commission recommended Preliminary Site Plan approval on April 25, 2012. The City Council approved the Preliminary Site Plan on May 21, 2012; one of the conditions of Preliminary Site Plan approval was that the Final Site Plan return to City Council for approval.

Recommendation

Approval of the Final Site Plan is recommended, subject to the following conditions:

- All applicable parties to sign and record the following documents:
 - Main Street Area Reciprocal Parking, Access, Stormwater, and Public/Private Utilities Agreement;
 - First Amendment to the Exchange Agreement (Main Street Area);
 - Second Assignment of Lease Agreement (City-owned Parking Lot);
 - Luna Properties L.L.C. Consent to Reciprocal Parking, Access, and Public/Private Utilities Agreement
 - TCF Bank (lender to Parcel 1) Consent to Reciprocal Parking, Access, Stormwater, and Public/Private Utilities Agreement
 - Termination of Condominium Project and Master Deed - Main Market Condominium;
 - Termination of Condominium Project and Master Deed – Novi Main Street Condominium.
- Application by all property owners for a land division, and the granting of the land division by the City Assessor, to establish the three parcels identified on the Final Site Plan including the appropriate conveyance of the 16-foot wide “devil’s strip” along the northern boundary of proposed Parcel 2 (as noted on the Plan).
- Modifications to the site plan at the time of Stamping Set submittal to address comments contained in this and all other review letters.

Ordinance Requirements

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

1. **Shared Parking Agreement [Sec. 1603]**: Novi Main Street was approved in 1995 as a mixed-use planned development covering all three of the proposed parcels as well as Main Street Court. At that time, the project was under single ownership (Evergreen/Chen) and all buildings and uses within the development were approved based on a shared parking analysis consistent with Section 1603.10 of the Zoning Ordinance. Shared parking should remain a requirement for Main Street regardless of whether the development is under a single owner or – as proposed – four or more separate owners. Shared parking had also been applied

to the Main Street Court / Grand Grace property, which was assumed in the original approved site plan for Main Street. **Approval of the Final Site Plan should be conditioned on the applicants signing and recording the Reciprocal Parking, Access, Stormwater and Public/Private Utilities Agreement.**

2. Parking Requirements (Sec. 2505): In conjunction with Comment 1 above, any future development on proposed Parcels 2 and/or 3 shall meet its own off-street parking requirements consistent with Section 2505 of the Zoning Ordinance, as outlined in the Reciprocal Parking, Access, Stormwater, and Public/Private Utilities Agreement.
3. Cross Access: The Revised Final Site Plan shows access drive easements along the existing paved drives on the north and south sides of Main Street. So that all parties are aware that there is a public cross-access easement from Novi Road to Sixth Gate via the vacated and still unvacated portions of Paul Bunyan Drive, **the Stamping Set should also show the "easement for public utilities and for public vehicular ingress and egress" across the portion of Paul Bunyan Drive vacated in April 2004 and recorded at Liber 35195 Page 236, Oakland County Records.**
4. Maintenance Agreement: **Approval of the Final Site Plan should be conditioned on the applicants signing and recording the First Amendment to Exchange Agreement (Main Street Area),** for the maintenance of shared facilities including exterior lighting, parking lots, sidewalks, planter boxes, landscaping, and any other former "common elements".
5. Property Splits: **Final Site Plan approval should be subject to approval from the City Assessor's office of the proposed land division.** The applicant is asked to contact the Assessor's Office directly regarding issues related any future requested land division and new parcel identification numbers. The Final Site Plan submittal includes legal descriptions of the three proposed parcels.
6. Drainage Easements: The Engineering Division has reviewed the draft Reciprocal Parking, Access, Stormwater, and Public/Private Utilities Agreement and has the following comments (included here in lieu of a separate Engineering review of the Revised Final Site Plan):
 - Engineering staff states that the perpetual easement included satisfies the need for drainage easements between the three proposed parcels for sheet and pipe flow. **However, Engineering questions whether an easement is required for pipe flow between Main Street Court/Grand Grace and proposed Parcel 3, as well as between the City-owned parking area and proposed Parcel 1. Furthermore, Engineering needs confirmation that there will be no sheet flow between the two external parcels (Grand Grace and the City lot) and any of the three proposed parcels.**
 - Engineering does not believe any easements are required over the wetland portion on the northeast corner of proposed Parcel 3 because that piece is not being deeded to the City at this time, and maintenance and repairs will be handled by the property owner. **Stamping sets shall be modified to correct these notes on the plan, and the Exchange Agreement shall be modified if necessary to address maintenance of this piece.**

- Due to maintenance concerns, Engineering does not desire a section of Potomac Drive be deeded to the City as shown on the Final Site Plan. **The Stamping Set shall be modified to correct these notes.**

Stamping Set Approval

Stamping sets are still required for this project. After having received Final Site Plan approval from the City Council as well as all of the review letters from City staff, the applicant should make the appropriate changes on the plans and submit **10 size 24" x 36" copies with original signature and original seals**, to the Community Development Department for final Stamping Set approval.



David R. Campbell, AICP, Planner

PLANNING REVIEW SUMMARY CHART

Review Date: July 2, 2012
Project Name: Main Street Final Site Plan
Project Number: SP 12-16 (fka 95-53)
Plan Date: June 27, 2012

Items in **Bold** need to be addressed by City Council and/or the applicant prior to approval of the Final Site Plan.

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

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

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

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

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

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

Prepared by David Campbell, AICP; dcampbell@cityofnovi.org
Prepared July 2, 2012

**CITY COUNCIL MEETING MINUTES EXCERPT PERTAINING TO PRELIMINARY SITE PLAN
SP12-16 MAIN STREET
MAY 21, 2012**

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, MAY 21, 2012 AT 7:00 P.M.
COUNCIL CHAMBERS – NOVI CIVIC CENTER – 45175 W. TEN MILE ROAD**

Mayor Gatt called the meeting to order at 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Gatt, Mayor Pro Tem Staudt, Council Members Casey, Fischer, Margolis, Mutch, Wrobel

ALSO PRESENT: Clay Pearson, City Manager
Victor Cardenas, Assistant City Manager
Tom Schultz, City Attorney
Barb McBeth, Deputy Community Development Director

EXCERPTED MINUTES PERTAINING TO PRELIMINARY SITE PLAN SP12-16 MAIN STREET

3. Consideration of the request of TCF Bank for Preliminary Site Plan approval for Main Street, SP12-16. The subject site is 20.66 acres of land located in Section 23, east of Novi Road, and south of Grand River Avenue, in the TC-1, Town Center-1 Zoning District. The applicant is proposing to terminate the two condominiums recorded over the property, and create three separate metes-and-bounds parcels. Preliminary Site Plan approval is subject to the following documents being approved by the City signed by all relevant parties at the time of Final Site Plan approval:
 - a. Main Street Area Reciprocal Parking, Access, and Public/Private Utilities Agreement;
 - b. First Amendment to Exchange Agreement (Main Street Area);
 - c. Termination of Condominium Project and Master Deed - Main Market Condominium;
 - d. Termination of Condominium Project and Master Deed – Novi Main Street Condominium; and
 - e. Any other easements or documents required in connection with Final Site Plan approval.

City Manager Pearson said this is a complicated set of agreements to unwind the long standing condominium agreement for the Main Street area private development and replace it with a series of documents that were referenced above. This condominium was assembled by one developer. The developer is no longer in control of all the properties. There are three condominium units. Each of the properties needs to go their separate ways for site development and to be able to retain the common access. It is allowing them to go forward as individual sites and replacing the pieces of the one development with shared parking as common access. It is changing the lease with the condominium and replacing it with one. It will come back to Council for the Final Site Plan approval.

Larry Czekaj spoke on behalf of TCF Bank. A lot of work has gone into this and this was the preliminary. This was a collective petition with the three owners.

Victor Cassis spoke about the development of Main Street. He took on this project because he has been successful and hasn't given up like other developers. He noted he's already lost one customer and hoped it wouldn't be delayed. He has a signed contract with a credit union that will be built on an acre. This was supposed to be a pedestrian project. That is what he is planning to do. He asked Ms. McBeth or any member of the Planning Commission to sit down with him if they feel he needs to make any changes. He wanted to move forward.

Asher Husain was representing Main Street Partnerships along with his partner Dr. Hafeez Shaikh. He wanted to thank Council and City staff. He noted they are making a lot of progress for finalizing the necessary documents to finalize the separation. He asked for support for the final documents. It will set up the area for development and all will benefit. A new Mediterranean restaurant called Alexandria will be going in the formerly known Grapevine Restaurant location. They are starting an arts and crafts fair the first Friday of every month in the atrium. On Wednesday, June 6th will be a Telematics Trade Show after party reception at the atrium and will host over 500 senior leaders. It will showcase that area. He urged support of the measure when it comes to a final vote.

Mayor Gatt explained that he met with City Manager Pearson to talk about Main Street. Mr. Pearson has worked tirelessly on this project. Seeing Main Street come to fruition will bring life to the City. He would support it.

Member Fischer said the original vision of Main Street was highly unlikely at the time. The City was already well established. This is an opportunity to move forward. He would whole heartedly support it. They want to see something positive and to be proud of. It may not be the original vision that was created, but it something that will be phenomenal.

Member Mutch asked about the north/south access drives. It would split the units. The petitioners didn't want to set a specific location for the drives. Where does that stand with the various parties? City Attorney Schultz said the preliminary site plan shows these access drives where they are. From the City's perspective, the Site Plan approval will require that they stay there until some future development proposal causes them to be moved. It will be an issue that they will have to discuss with the property owners between now and Final Site Plan approval to make sure they agree. That was the idea. The North access where the sanitary sewers are may be some chance to move those to create a different access and decide that as the plans move forward. The southern access he thought was an open question and needed to be addressed. Member Mutch wasn't sure if it had to be decided on at this point to move this forward. It may be necessary in the Final Site plan. He mentioned as to whether there should be language for flexibility in the document. City Attorney Schultz said there is already a Site Plan showing where the access drives are. They have to work with all the property owners for that flexibility. Member Mutch said he wants to be flexible to help move this

forward because there has been substantial investment by some of the property owners. He will support it.

Member Wrobel said it was about time. He was on the Planning Commission when Main Street came before them. Originally, it was a great idea but that was not really Novi. He thanked Mr. Pearson and his staff for all the hard work, to the property owners, and to the Mayor for making this one of his top priorities. He looks forward to seeing the Final Plan and will support the Preliminary Site Plan.

Mayor Pro Tem Staudt noted that TCF staying with this property was a good sign. He was pleased this was moving forward.

Member Margolis was glad to see this move forward. She said she was glad to see a vision for this area. People with a financial stake seem to work the best.

CM-12-05-076 Moved by Margolis, seconded by Casey; CARRIED UNANIMOUSLY:

To approve the request of TCF Bank, SP 12-16 Main Street for the Preliminary Site Plan, subject to the following:

- 1. Consideration for Final Site Plan approval must return to the City Council and is subject to the following documents being approved by the City and signed by all relevant parties at the time of Final Site Plan approval:**
 - a. Main Street Area Reciprocal Parking, Access, and Public/Private Utilities Agreement;**
 - b. First Amendment to Exchange Agreement (Main Street Area);**
 - c. Termination of Condominium Project and Master Deed-Main Market Condominium;**
 - d. Termination of Condominium Project and Master Deed-Novi Main Street Condominium; and**
 - e. Any other easements or documents required in connection with Final Site Plan approval, including any agreements or consents required from third parties, if any.**
- 2. Compliance with all conditions and requirements listed by the Planning Commission in their motion of April 25, 2012, including:**
 - Applicant to include locations of all applicable cross-access easements on a Revised Final Site Plan;**
 - Applicant to submit Application for Site Plan and Land Use Approval that includes the notarized signatures of all applicable parties;**
 - Applicant to provide a Revised Final Site Plan signed and sealed by an architect or engineer registered in the State of Michigan;**

- Applicant to adjust of parcel lines for proposed Parcel 1 to eliminate existing building encroachment; and
 - Applicant to remove former condominium unit boundaries on the Revised Final Site Plan.
3. Compliance with all conditions and requirements listed in the staff and consultant review letters.
 4. City Assessor's review and approval of the proposed land division.

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

Roll call vote on CM-12-05-076

Yeas: Mutch, Wrobel, Gatt, Staudt,
Casey, Fischer, Margolis
Nays: None

END OF EXCERPT

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 8:33 P.M.

Robert J. Gatt, Mayor

Maryanne Cornelius, City Clerk

Transcribed by Jane Keller

Date approved: June 4, 2012