



## USA 2 Go SP10-11A

### USA 2 Go, SP10-11A

Consideration of the request of USA 2 Go/Novi Mile, LLC, for Preliminary Site Plan and Stormwater Management Plan approval. The subject property is located in Section 16, east of Beck Road between I-96 and Grand River Avenue in the FS, Freeway Service District (with a Planned Rezoning Overlay). The subject property is 1.8 acres and the applicant is proposing a 6,870 square foot gas station with attached drive-through restaurant.

### REQUIRED ACTION

Approval/denial of the Preliminary Site Plan and Stormwater Management Plan.

| REVIEW      | RESULT                          | DATE     | COMMENTS                                                                                                                                                                                                                                                                                                             |
|-------------|---------------------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Planning    | Approval recommended            | 07/07/10 | <ul style="list-style-type: none"> <li>Applicant shall revise the plan to conform to the approved concept plan or alter the PRO Agreement.</li> <li>Applicant and City Attorney's Office to reach final agreement on language of PRO Agreement.</li> <li>Items to address on the revised Final Site Plan.</li> </ul> |
| Engineering | Approval recommended            | 07/13/10 | <ul style="list-style-type: none"> <li>Items to address on the revised Final Site Plan.</li> </ul>                                                                                                                                                                                                                   |
| Traffic     | Approval recommended            | 06/28/10 | <ul style="list-style-type: none"> <li>Items to address on the revised Final Site Plan.</li> </ul>                                                                                                                                                                                                                   |
| Landscaping | <b>Approval not recommended</b> | 07/06/10 | <ul style="list-style-type: none"> <li><b>Applicant shall propose additional landscaping in the I-96 and Beck Road frontages and along the loading zone area consistent with the approved concept plan.</b></li> <li>Items to address on the revised Final Site Plan submittal.</li> </ul>                           |
| Façade      | Approval recommended            | 07/07/10 | <ul style="list-style-type: none"> <li><b>Applicant should modify proposed canopy to meet the requirements of the approved concept plan elevations.</b></li> </ul>                                                                                                                                                   |
| Fire        | Approval recommended            | 07/07/10 | <ul style="list-style-type: none"> <li>Items to address on the revised Final Site Plan.</li> </ul>                                                                                                                                                                                                                   |

## Motion sheet

### Approval – Preliminary Site Plan

In the matter of USA 2 Go, SP10-11A, motion to **approve** the Preliminary Site Plan subject to the following:

- a. The PRO Agreement must be approved by the City Attorney and Administration, signed by the City and the appropriate parties on behalf of the property owners/developers, and recorded as required by the PRO Ordinance to complete the rezoning before preliminary site plan approval shall be effective;
- b. The applicant revising the plan to conform to the approved concept plan;
- c. The applicant adding additional landscaping along the I-96 and Beck Road frontages and screening the loading zone as indicated in the Landscape Review Letter;
- d. The applicant revising the canopy elevations to conform to the approved concept plan;
- e. Permitting the sale of alcohol provided the plan meets the requirements of Zoning Ordinance Amendment 18.239 and subject to approval by the Liquor Control Commission;
- f. The conditions and items listed in the staff and consultant review letters being addressed on the revised Final Site Plan; and
- g. *(additional conditions here if any)*

for the following reasons...*(because it is otherwise in compliance with Article 18, Article 24 and Article 25 of the Zoning Ordinance and all other applicable provisions of the Ordinance.)*

### Approval – Stormwater Management Plan

In the matter of USA 2 Go, SP 10-11A, motion to **approve** the Storm Water Management Plan, subject to:

- a. The PRO Agreement must be approved by the City Attorney and Administration, signed by the City and the appropriate parties on behalf of the property owners/developers, and recorded as required by the PRO Ordinance to complete the rezoning before stormwater management plan approval shall be effective
- b. The conditions and items listed in the staff and consultant review letters being addressed on the Final Site Plan; and
- c. *(additional conditions here if any)*

for the following reasons...*(because it is otherwise in compliance with Chapter 11 of the Code of Ordinances and all other applicable provisions of the Ordinance.)*

Denial

In the matter of USA 2 Go, SP10-11A motion to **deny** the Preliminary Site Plan, for the following reasons...*(because the plan is not in compliance with the approved PRO concept plan and draft PRO Agreement and the plan is not in compliance with Article 18, Article 24 and Article 25 of the Zoning Ordinance.)*

Denial Storm Water Management Plan

In the matter of USA 2 Go, SP 10-11A, motion to **deny** the Storm Water Management Plan, for the following reasons...*( because the plan is not in compliance with the approved PRO concept plan and draft PRO Agreement and the plan is not in compliance with Chapter 11 of the Ordinance.)*

## PLANNING REVIEW





## PLAN REVIEW CENTER REPORT

July 7, 2010

### Planning Review of Preliminary/Final Site Plan

46100 Grand River

**SP10-11A**

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#### Petitioner

Novi Mile LLC/USA 2 Go

#### Review Type

Preliminary/Final Site Plan

#### Property Characteristics

- Site Location: East side of Beck Road between I-96 and Grand River Avenue
- Site Zoning: FS, Freeway Service with a Planned Rezoning Overlay
- Adjoining Zoning: North: I-96 right-of-way; South: OST, Planned Office Service Technology; East: OST; West (across Beck Road): B-2, Community Business District
- Current Site Use: Former Nursery
- Adjoining Uses: North: I-96 right-of-way; South: Wixom Ready-Mix; East: Michigan Laser; West (across Beck Road): Westmarket Square Retail Development
- School District: Novi Community School District
- Site Size: 1.81 acres
- Plan Date: 06/11/10

#### Project Summary

The parcel in question is located on the east side of Beck Road between I-96 and Grand River Avenue in Section 16 of the City of Novi. The property totals 1.81 acres. The current zoning of the property is FS, Freeway Service with a PRO. The applicant has proposed a 6,870 square foot gas station with an attached drive-through fast food restaurant. This property was recently rezoned with a Planned Rezoning Overlay (PRO) from OST, Planned Office Service Technology to FS. The Planning Commission gave a positive recommendation for approval of the concept plan and rezoning to City Council on March 10, 2010. The rezoning with PRO appeared before the City Council on March 22, 2010. At that meeting, City Council granted preliminary approval of the plan and rezoning. A draft PRO Agreement was approved by the City Council on April 5, 2010 with the direction that the City Attorney's office and City Administration should work out the final details of the PRO Agreement with the applicant. The PRO Agreement is still being finalized and is expected to be complete in the near future, with the primary issue being the dedication of the collector road proposed between Grand River and Beck. It appears that the issue has to do with ownership of a portion of the proposed roadway. Therefore, any action by the Planning Commission to approve the preliminary site plan must be subject to resolution of that issue and completion and signature of the PRO Agreement.

### Recommendation

**Approval of the preliminary site plan is recommended but approval of the final site plan cannot be recommended** at this time. After appearing before the Planning Commission, the applicant should revise the plans to conform to the requirements of the PRO Agreement and address the comments in this and other review letters and submit plans for revised Final Site Plan review. Additionally, final site plan approval cannot be granted until the PRO Agreement has been finalized.

### Planned Rezoning Overlay

The rezoning with a Planned Rezoning Overlay was granted conceptual approval by City Council on March 22, 2010 and the draft PRO Agreement was approved by the City Council on April 5, 2010. The PRO acts as a zoning map amendment, creating a "floating district" with a conceptual plan attached to the rezoning of the parcel. As a part of the PRO, the underlying zoning is changed, in this case to FS as requested by the applicant, and the applicant enters into a PRO Agreement with the City, whereby the City and applicant agree to any deviations to the applicable ordinances and tentative approval of a conceptual plan for development for the site. The following ordinance deviations were included in the PRO Agreement

1. The required front (west) yard parking setback is 20 feet. The parking is proposed to be setback 10 feet in the western yard. This ordinance deviation has been included in the PRO Agreement.
2. The required interior side (north) yard parking setback is 10 feet. The parking is proposed to be setback 5 feet in the northern yard. This ordinance deviation has been included in the PRO Agreement.
3. The required exterior side (south) yard parking setback is 20 feet. The parking is proposed to be setback 5 ½ feet in the southern yard. This ordinance deviation has been included in the PRO Agreement.
4. The required setback for accessory structures, including dumpsters, is 10 feet in the FS District. The proposed setback for the dumpster is 5 feet. This ordinance deviation has been included in the PRO Agreement.
5. The maximum allowed height of a ground sign is 6 feet. The proposed height of the ground sign is 9 feet 2 inches. This deviation has been included in the PRO Agreement.
6. No building or parcel of land is permitted to have more than one sign. Two wall signs and one ground sign are proposed for the gas station and one wall sign is proposed for the fast food restaurant. These ordinance deviations have been included in the PRO Agreement.
7. No signs shall be placed on any canopy other than a sign showing the height of the canopy. Two canopy signs (not indicating height) are proposed. These deviations have been included in the PRO Agreement.
8. A 3 foot tall berm is required along the Beck Road frontage. No berm has been provided. This deviation has been included in the PRO Agreement with the condition that the applicant provide additional plantings in the right-of-way. See the Landscape Review Letter for additional information.
9. A 3 foot tall berm is required along the I-96 frontage. No berm has been provided. This deviation has been included in the PRO Agreement with the condition that the applicant provide additional plantings in the right-of-way. See the Landscape Review Letter for additional information.

10. A 3 foot tall berm is required along the collector road frontage. No berm has been provided. This deviation has been included in the PRO Agreement with the condition that the applicant provide a 3 foot tall wall along this frontage. The required wall has been provided.
11. Approximately 2,687 square feet of interior parking lot landscaping is required. Approximately 2,356 square feet is proposed. This deviation has been included in the PRO Agreement.
12. Foundation landscaping is required around the entire building. No foundation landscaping has been proposed on the south side of the building. This deviation has been included in the PRO Agreement.
13. Approximately 2,768 square feet of foundation planting area is required. Approximately 1,286 square feet of foundation planting area is proposed. This deviation has been included in the PRO Agreement.
14. A landscaped end island is required at the end of all parking aisles. A striped end island is proposed at the northwest corner of the site. This deviation has been included in the PRO Agreement.
15. Two same-side driveway spacing waivers were included in the PRO Agreement for the access drives on the collector road (125 feet required, 90 feet and 61 feet provided).
16. The gas station canopy is required to be composed of a minimum of 30% brick on all facades. The applicant has proposed 0% brick. The requirement for brick has been waived by the PRO Agreement. However, per the PRO Agreement, EIFS shall be used on the canopy instead of flat metal panels. See the Façade Review Letter for additional information.

When a PRO is proposed, an applicant is required to demonstrate a public benefit above and beyond what would be associated with the normal development of the site. This public benefit is included in the PRO Agreement. The public benefits associated with the subject property are as follows:

1. The list of permissible permitted uses and the permitted size of the facility has been limited as part of the PRO Agreement. *The proposed uses are consistent with the provisions of the PRO Agreement. The PRO Agreement limited the size of the building to 6,820 square feet. As part of the Preliminary Site Plan, the applicant has proposed a 6,870 square foot building. **The applicant should revise the plan so that the building is no larger than 6,820 square feet or revise the PRO Agreement.***
2. The applicant has agreed to construct and/or provide right-of-way for a private collector road. The first portion of the road (adjacent to the proposed gas station) shall be constructed at the time of the gas station parcel. The remainder of the road shall be constructed when the next parcel abutting the proposed road is constructed. Refer to the PRO Agreement for specific details about who is responsible for the construction of the road. **The applicant shall place into escrow a deed and easement for the entire collector road prior to the approval of Stamping Sets.**
3. The applicant has agreed to provide an access easement and grass brick pavers to the existing City sanitary sewer force main and MDOT detention basin. *This provision has been included in the Preliminary Site Plan.*

The PRO runs with the land, so future owners, successors, or assignees are bound by the terms of the agreement, absent modification by the City of Novi. If the development has

not begun within two years, the PRO concept plan expires and the agreement becomes void.

### **Ordinance Requirements**

This project was reviewed for conformance with the Zoning Ordinance with respect to Article 18 (Freeway Service District), Article 24 (Schedule of Regulations), Article 25 (General Provisions) and any other applicable provisions of the Zoning Ordinance. Items in **bold** below must be addressed by the applicant and incorporated as part of the revised site plan submittal.

1. **Dumpster Screening:** Chapter 21 of the City Code includes requirements for dumpster screening. No dumpster screening details have been provided. **The applicant should provide a dumpster screening detail.** Please refer to the Planning Review Chart for specific screening requirements.
2. **Lighting:** Section 2511 of the Zoning Ordinance includes requirements for site lighting. Maximum illumination at the property line shall not exceed 1 foot candle. This requirement is exceeded throughout the site. **The applicant should reduce the light levels so that illumination at the property line is equal to or less than 1 foot candle. The required notes and hours of operation should be added to the photometric plan.**
3. **PRO Agreement:** The details of the PRO Agreement are currently being finalized between the applicant, the City Attorney's office and staff. **Final Site Plan approval cannot be granted until the PRO Agreement has been completed.**
4. **Parcel Split:** Based on the plan submitted, it appears that a parcel split or site condominium is proposed. To date, no applications for a parcel split have been received by the Assessing Department and no condo documents have been submitted for review by the City Attorney's office. **The applicant should indicate whether this will be a parcel split or condominium. Plans will not be stamped approved until appropriate approvals for a parcel split or condominium have been granted.**

### **Response Letter**

A letter from either the applicant or the applicant's representative addressing comments in this and other review letters and highlighting changes to the plan is requested with the next set of plans submitted.

### **Street and Project Name**

This project needs approval from the Street and Project Naming Committee. Please submit the Street and Project Name Application previously forwarded via email.

### **Pre-Construction Meeting**

Prior to the start of any work on the site, Pre-Construction (Pre-Con) meetings must be held with the applicant's contractor and the City's consulting engineer. Pre-Con meetings are generally held after Stamping Sets have been issued and prior to the start of any work on the site. There are a variety of requirements, fees and permits that must be issued before a Pre-Con can be scheduled. If you have questions regarding the checklist or to schedule a Pre-Con, please contact Sarah Marchioni [248.347.0430 or smarchioni@cityofnovi.org] in the Community Development Department.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.347.0586 or kkapelanski@cityofnovi.org.



  
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Kristen Kapelanski, ACIP, Planner  
248-347-0586 or [kkapelanski@cityofnovi.org](mailto:kkapelanski@cityofnovi.org)

**Planning Review Summary Chart**

USA 2 Go

Preliminary/Final Site Plan Review SP10-11A

Plan Date: June 11, 2010

| Item                                    | Required                                                                                  | Proposed                                                                                | Meets Requirements? | Comments                                                                                                                                                                                                                                              |
|-----------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Master Plan                             | Office                                                                                    | Community Commercial                                                                    | No                  | The future land use map designation for the subject property is currently under review as part of the 2009 Master Plan Update presently underway. Amendments are scheduled to be considered for approval by the Planning Commission on July 14, 2010. |
| Zoning                                  | FS (proposed)                                                                             | FS (proposed)                                                                           | Yes                 |                                                                                                                                                                                                                                                       |
| Use                                     | Gas stations, Auto repair, Retail to serve the needs of highway travelers, Motels, Hotels | Drive-through restaurant and USA 2 Go Gas Station with Convenience Mart (6,870 sq. ft.) | No                  | The PRO Agreement indicates a 6,820 sq. ft. facility is permitted. The applicant should revise the plan so that the building is no larger than 6,820 sq. ft. or revise the PRO Agreement to permit up to 6,870 sq. ft.)                               |
| Building Height<br>(Sec. 2400)          | Maximum 25 feet                                                                           | Approximately 23 ½ feet                                                                 | Yes                 |                                                                                                                                                                                                                                                       |
| <b>Building Setbacks (Section 2400)</b> |                                                                                           |                                                                                         |                     |                                                                                                                                                                                                                                                       |
| Front (west)                            | 30 feet                                                                                   | > 30 feet                                                                               | Yes                 |                                                                                                                                                                                                                                                       |
| Interior Side (north)                   | 10 feet                                                                                   | > 30 feet                                                                               | Yes                 |                                                                                                                                                                                                                                                       |
| Exterior Side (south)                   | 30 feet                                                                                   | > 30 feet                                                                               | Yes                 |                                                                                                                                                                                                                                                       |
| Rear (east)                             | 20 feet                                                                                   | > 30 feet                                                                               | Yes                 |                                                                                                                                                                                                                                                       |
| <b>Parking Setbacks (Section 2400)</b>  |                                                                                           |                                                                                         |                     |                                                                                                                                                                                                                                                       |
| Front (west)                            | 20 feet                                                                                   | 10 feet                                                                                 | No                  | These deviations were included in the PRO Agreement.                                                                                                                                                                                                  |
| Interior Side (north)                   | 10 feet                                                                                   | 5 feet                                                                                  |                     |                                                                                                                                                                                                                                                       |
| Exterior Side (south)                   | 20 feet                                                                                   | 5 ½ feet                                                                                |                     |                                                                                                                                                                                                                                                       |

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Preliminary/Final Site Plan

| Item                                               | Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Proposed                                                    | Meets Requirements? | Comments                                                                                                                                                                                                                                                                    |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rear (east)                                        | 10 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 10 feet                                                     | Yes                 |                                                                                                                                                                                                                                                                             |
| Number of Parking Spaces<br><del>(Sec. 2505)</del> | <p>Fast Food: One for each 60 sq. ft. or one for each two employees plus one for each two persons allowed under maximum capacity (including waiting areas), whichever is greater</p> <p>1,802 sq. ft. / 60 = 30 spaces required</p> <p><b>30 spaces required for fast food</b></p> <p>Gas Station: One fueling space for each fuel nozzle. One space for each 50 sq. ft. of usable floor area in cashier's and office areas.</p> <p>186 sq. ft. / 50 = 4 spaces required</p> <p>Retail Space: One space for each 200 sq. ft. of gross leasable area.</p> <p>4,832 sq. ft. / 200 = 24 spaces required</p> <p><b>28 spaces required for gas station/ convenience mart</b></p> <p><b>58 spaces required for both uses</b></p> | <p>58 spaces provided</p> <p>16 fueling spaces proposed</p> | <p>Yes?</p>         | <p>Applicant should be aware that parking calculations for the fast food drive-through restaurant cannot be finalized until a floor plan is provided. If additional parking is needed based on the eventual floor plan, revisions to the PRO agreement may be required.</p> |

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Preliminary/Final Site Plan

| Item                                                        | Required                                                                                                                                                                                                                                                                      | Proposed                                                                                                                                                           | Meets Requirements? | Comments |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------|
| Parking Space Dimensions<br>(Sec. 2506)                     | 9' x 19' parking space dimensions (9' x 17' if overhang on 7' wide interior sidewalk or landscaped area as long as detail indicates 4" curb) and 24' wide drives for 90° parking layout.<br><br>9' x 18' parking space dimensions and 18' wide drives for 60° parking layout. | 9' x 17' parking space dimensions with 24' wide drive for 90° parking layout.<br><br>9' x 18' parking space dimensions and 18' wide drives for 60° parking layout. | Yes                 |          |
| Barrier Free Spaces<br>(Barrier Free Code)                  | 2 accessible spaces; 1 space must be van accessible                                                                                                                                                                                                                           | 3 accessible spaces (2 van accessible)                                                                                                                             | Yes                 |          |
| Barrier Free Space Dimensions<br>(Barrier Free Code)        | 8' wide with a 5' wide access aisle (8' wide access aisle for van accessible)                                                                                                                                                                                                 | 8' wide with a 5' wide access aisle and 8' wide with a 8' wide access aisle                                                                                        | Yes                 |          |
| Barrier Free Signs<br>(Barrier Free Design Graphics Manual) | One barrier free sign is required per space.                                                                                                                                                                                                                                  | One barrier free sign provided for each space.                                                                                                                     | Yes                 |          |
| Loading Spaces<br>(Sec. 2507)                               | 10 square feet per front foot of building = 102 x 10 = 1,020 sq. ft.<br><br>All loading shall be in the rear yard or interior side yard if double fronted lot.                                                                                                                | 1,020 sq. ft. provided in the rear yard.                                                                                                                           | Yes                 |          |
| Loading Space Screening<br>(Sec. 2302A.1)                   | In the FS District, view of loading and waiting areas must be shielded from rights of way and adjacent properties.                                                                                                                                                            | Western side screened by proposed building, no additional screening provided.                                                                                      | Yes                 |          |



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Preliminary/Final Site Plan

| Item                                                                         | Required                                                                                                                                                                                                           | Proposed                                                                                                                                                                                                            | Meets Requirements? | Comments |
|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------|
| Stacking Spaces for Drive-through<br><del>(Sec. 2506)</del>                  | The distance between the order board and the pick-up window shall store 4 vehicles, and 4 vehicles shall be stored in advance of the menu board (not including the vehicles at the pick-up window and menu board). | 4 vehicles stored between the menu board and the pick-up window (not including the vehicle at the pick-up window) and 4 vehicles stored in advance of the menu board (not including the vehicle at the menu board). | Yes                 |          |
| Drive-through Lane Delineated<br><del>(Sec. 2506)</del>                      | Drive-through lanes shall be striped, marked, or otherwise delineated.                                                                                                                                             | Some markings provided.                                                                                                                                                                                             | Yes                 |          |
| Bypass Lane for Drive-through<br><del>(Sec. 2506)</del>                      | Drive-through facilities shall provide 1 bypass lane. Such bypass lane shall be a minimum of 18' in width, unless otherwise determined by the Fire Marshal.                                                        | 1 bypass lane with a minimum width of 18'.                                                                                                                                                                          | Yes                 |          |
| Width and Centerline Radius of Drive-through Lanes<br><del>(Sec. 2506)</del> | Drive-through lanes shall have a minimum 9' width and centerline radius of 25'.                                                                                                                                    | 9' width, 25' centerline radius provided.                                                                                                                                                                           | Yes                 |          |
| Drive-through Lanes Separation<br><del>(Sec. 2506)</del>                     | Drive-through lanes shall be separate from the circulation routes and lanes necessary for ingress to, and egress from, the property.                                                                               | Drive-through lanes are situated on the rear side (east) of the proposed structure wrapping around the interior (north) side of the building.                                                                       | Yes                 |          |

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Preliminary/Final Site Plan

| Item                                                                    | Required                                                                                                                                                                                                                                                                                      | Proposed                                                                                                                                   | Meets Requirements? | Comments                                                                                       |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------|
| <p>Accessory Structure Setback-Dumpster<br/> <del>(Sec. 2503)</del></p> | <p>Accessory structures should be setback a minimum of 10 feet from any building unless structurally attached to the building and setback the same as parking from all property lines; in addition, the structure must be in the rear yard or interior side yard if a double-fronted lot.</p> | <p>Dumpster enclosure setback 30+ feet from the proposed building and setback 5 feet from adjacent property line in the interior yard.</p> | <p>No</p>           | <p>This deviation has been included in the PRO Agreement.</p>                                  |
| <p>Dumpster<br/> <del>(Chap. 21)</del><br/> <del>Sec. 21.145</del></p>  | <p>Screening of not less than 5 feet on 3 sides of dumpster required, interior bumpers or posts must also be shown. Enclosure to match building materials and be at least one foot taller than height of refuse bin.</p>                                                                      | <p>Dumpster enclosure details not provided.</p>                                                                                            | <p>No</p>           | <p><b>Applicant should provide a dumpster detail that conforms to ordinance standards.</b></p> |

SP 10-11A  
Preliminary/Final Site Plan

| Item                                             | Required                                                                                                                                                                                                                                            | Proposed                                                                                                                                                                                          | Meets Requirements?                 | Comments                                                                                                                                                                                                        |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Exterior Signs –<br>Ground Sign<br>(Chapter 28)  | Gas Station:<br>Maximum area 30 sq. ft. with fuel pricing not more than 50% of the sign                                                                                                                                                             | 30 sq. ft. ground sign (approximate) with less than 50% gas pricing.                                                                                                                              | Yes                                 | Proposed ground sign generally conforms to Exhibit F of the PRO Agreement.                                                                                                                                      |
|                                                  | Maximum allowed height of ground sign is 6 feet                                                                                                                                                                                                     | 9 foot 2 inch ground sign                                                                                                                                                                         | No                                  | Proposed ground sign generally conforms to Exhibit F of the PRO Agreement.                                                                                                                                      |
|                                                  | Changeable copy ground signs are permitted for places of worship, movie theaters and similar entertainment venues, restaurants and recreational facilities at which events change on a regular basis and for gasoline service station fuel pricing. | Digital gasoline fuel pricing shown.                                                                                                                                                              | Yes                                 | Changeable copy signs permitted for gasoline fuel pricing.                                                                                                                                                      |
| Exterior Signs –<br>Wall Sign<br>(Chapter 28)    | No building or parcel of land is permitted to have more than one sign.                                                                                                                                                                              | Two wall signs proposed for gas station and one wall sign for fast food restaurant on west elevation.<br><br>One wall sign for fast food restaurant on north elevation (oriented toward freeway). | No                                  | Proposed wall signs generally conform to Exhibit F of the PRO Agreement.<br><br>A building within the FS District that abuts the I-96 freeway is permitted an additional wall sign oriented toward the freeway. |
| Exterior Signs –<br>Canopy Signs<br>(Chapter 28) | No signs shall be placed on any canopy other than a sign showing the height of the canopy.                                                                                                                                                          | Two canopy signs proposed.                                                                                                                                                                        | No                                  | Proposed canopy signs generally conform to Exhibit F of the PRO Agreement.                                                                                                                                      |
| Exterior Lighting<br>(Sec. 25.1)                 | Photometric plan and exterior lighting details needed at final site plan.                                                                                                                                                                           | Photometric plan provided.                                                                                                                                                                        | See attached Lighting Review Chart. |                                                                                                                                                                                                                 |

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Preliminary/Final Site Plan

| Item                                         | Required                                                                                                                                                                                                                                                          | Proposed                              | Meets Requirements? | Comments |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------|----------|
| Sidewalks (City Code Sec. 276(b))            | <p>Building exits must be connected to sidewalk system or parking lot.</p> <p>In addition, since this area is intended to serve the surrounding developments, including the Providence Hospital campus, a sidewalk connection to the area should be provided.</p> | Sidewalk proposed along the new road. | Yes                 |          |
| Gas Station Requirements (City Code Sec. 15) | Tire pressure/air dispensing facilities are required.                                                                                                                                                                                                             | Air facilities provided.              | Yes                 |          |



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Preliminary/Final Site Plan

| Item                                                                                          | Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Proposed                                                                                                        | Meets Requirements? | Comments                                                                                                                                    |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <p>PRO Requirements<br/> <span style="border: 1px solid black; padding: 2px;">3462</span></p> | <p>The applicant offered and the City accepted the following as part of the proposed public benefit associated with the PRO: The applicant has agreed to construct and/or provide a private collector road with a 60' right-of-way. The first portion of this road (adjacent to the proposed gas station) shall be constructed at the time of the gas station parcel. The remainder of the road shall be constructed when the next parcel abutting the proposed road is constructed. The applicant shall place into escrow a deed and easement for the entire collector road.</p> | <p>Collector road shown in plan set. First portion to be constructed at the time of the gas station parcel.</p> | <p>Yes</p>          | <p>The applicant shall place into escrow a deed and easement for the entire collector road right-of-way prior to Stamping Set approval.</p> |

Prepared by Kristen Kapelanski, (248) 347-0586 or [kkapelanski@cityofnovi.org](mailto:kkapelanski@cityofnovi.org)

### Lighting Review Summary Chart

USA 2 Go

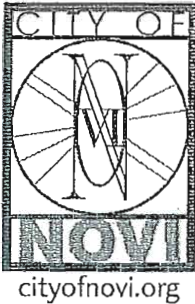
SP 10-11A

| Item                                   | Required                                                                                                                                                                                                                                                                                                   | Meets Requirements? | Comments                                                            |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------|
| Intent (Section 2511.1)                | Establish appropriate minimum levels, prevent unnecessary glare, reduce spillover onto adjacent properties, reduce unnecessary transmission of light into the night sky                                                                                                                                    | Yes                 |                                                                     |
| Lighting plan (Section 2511.2.a.1)     | Site plan showing location of all existing and proposed buildings, landscaping, streets, drives, parking areas and exterior lighting fixtures                                                                                                                                                              | Yes                 |                                                                     |
| Lighting Plan (Section 2511.2.a.2)     | Specifications for all proposed and existing lighting fixtures including:<br>Photometric data<br>Fixture height<br>Mounting & design<br>Glare control devices<br>Type and color rendition of lamps<br>Hours of operation<br>Photometric plan                                                               | No                  | Applicant should provide hours of operation for all light fixtures. |
| Required conditions (Section 2511.3.a) | Height not to exceed maximum height of zoning district or 25 feet where adjacent to residential districts or uses.                                                                                                                                                                                         | Yes                 |                                                                     |
| Required Notes (Section 2511.3.b)      | <ul style="list-style-type: none"> <li>- Electrical service to light fixtures shall be placed underground</li> <li>- No flashing light shall be permitted</li> <li>- Only necessary lighting for security purposes and limited operations shall be permitted after a site's hours of operation.</li> </ul> | No                  | Applicant should add the required notes to the photometric plan.    |

| Item                                                                | Required                                                                                                                                                                                                                                                            | Meets Requirements? | Comments                                                                                                                |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------|
| Required conditions (Section 2511.3.e)                              | Average light level of the surface being lit to the lowest light of the surface being lit shall not exceed 4:1.                                                                                                                                                     | Yes                 |                                                                                                                         |
| Required conditions (Section 2511.3.f)                              | Use of true color rendering lamps such as metal halide is preferred over high and low pressure sodium lamps.                                                                                                                                                        | Yes                 |                                                                                                                         |
| Minimum Illumination (Section 2511.3.k)                             | <ul style="list-style-type: none"> <li>- Parking areas- 0.2 min</li> <li>- Loading and unloading areas- 0.4 min</li> <li>- Walkways- 0.2 min</li> <li>- Building entrances, frequent use- 1.0 min</li> <li>- Building entrances, infrequent use- 0.2 min</li> </ul> | Yes                 |                                                                                                                         |
| Maximum Illumination adjacent to Non-Residential (Section 2511.3.k) | When site abuts a non-residential district, maximum illumination at the property line shall not exceed 1 foot candle                                                                                                                                                | <b>No</b>           | <b>Applicant should reduce light levels so that maximum illumination at the property line is 1 foot candle or less.</b> |
| Cut off Angles (Section 2511.3.1(2))                                | All cut off angles of fixtures must be 90 degrees when adjacent to residential districts                                                                                                                                                                            | Yes                 |                                                                                                                         |

## ENGINEERING REVIEW





## PLAN REVIEW CENTER REPORT

July 13, 2010

### Engineering Review

USA-2-Go  
SP #10-11A

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#### Petitioner

USA-2-Go

#### Review Type

Preliminary/Final Site Plan Review

#### Property Characteristics

- Site Location: North side of Eleven Mile Road between Wixom and Beck Roads
- Site Size: 1.81 acres

#### Project Summary

- The applicant is proposing to construct a 5,042 sf gas station with an attached 1,828 sf drive-thru restaurant along with associated parking. Site access would be provided by two access points on the proposed roadway, which will also be constructed by the applicant later extend to Grand River Avenue.
- Water service is provided by a proposed connection to the 8" water main crossing Beck Road (which connects to the 16" water main along the west side of Beck Road). There is a 2" domestic lead proposed as well as three (3) fire hydrants.
- Sanitary sewer service is provided by an 8-inch sewer at the northwest corner of the site. The sanitary sewer is proposed as being extended across the property frontage and stubbing to the east.
- Storm water would be collected by a single storm sewer collection system and routed to either the either the MDOT basin north of the site or proposed basin east of the site, or to the alternate basin proposed just east of the site (depending on MDOT permission being granted for use of their basin). All storm water shall detail for the 100-year storm.

#### Recommendation

**Approval of the Preliminary Site Plan is recommended.**

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

#### Comments:

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

### General

1. Provide a note on the plans that all work shall conform to the current City of Novi standards and specifications.
2. Provide the City's standard detail sheets for water main (2 sheets-6/15/98), sanitary sewer (Sheet 1-6/15/98 and Sheet 2-4/24/06), storm sewer (1 Sheet-6/15/98) and paving (1 Sheet-12/15/00) at the time of the Stamping Set submittal.
3. Provide a minimum of 10-foot horizontal separation between the water and sanitary leads entering the proposed building. There is currently less than two feet of separation between the two going into the building.
4. Provide sight distance measurements for the two approaches in accordance with Figure VIII-E of the Design and Construction Standards.
5. Provide a traffic control sign table listing the quantities of each sign type proposed for the development. Provide a note along with the table stating all traffic signage will comply with the current MMUTCD standards.
6. Provide a note that compacted sand backfill shall be provided for all utilities within the influence of paved areas, and illustrate on the profiles.
7. Provide a utility crossing table indicating that at least 18-inch vertical clearance will be provided, or that additional bedding measures will be utilized at points of conflict where adequate clearance cannot be maintained.
8. A license agreement is required for the two proposed walls and sign within public easements. The agreement shall state that the wall, sign and all site facilities within the influence of the wall that may be removed or damaged in the event the utility requires maintenance will be the responsibility of the property owner to repair or replace. Additionally, a cross-section shall be included with the agreement showing the distance between the wall foundation and the utility. A template agreement is available from the Engineering Division.
9. The Non-domestic User Survey form shall be submitted to the City so it can be forwarded to Oakland County. This form was included in the original site plan package.
10. This review is only of the proposed site and storm water management plans for the proposed USA-2-Go/Tim Horton's site. This review does NOT include approval or of the overall utility plan and storm water management plan on sheet C-13. Future submittals may require a different utility layout and/or additional storm volume storage.

### Water Main

11. Make sure the water lead connects to the 8-inch water main and not the 6-inch hydrant lead. Show and label the reducer and 6-inch main near the hydrant and clearly show the lead connection to the 8-inch water main.
12. If the intent is to extend the water main past the property line to the east, an additional easement is required from the adjacent parcel. The current plans do not show an easement over the water main stub.

### Sanitary Sewer

13. The sanitary sewer shall maintain a minimum of 10-feet of horizontal separation from fixed objects. The current plan shows a proposed wall within 3-feet of the sanitary sewer. Shift the sewer north to avoid the proposed wall.
14. Label the sanitary lead as SDR 23.5 as apposed to SCH 23.5 (Sheet 6).
15. Provide a note on the Utility Plan and sanitary profile stating the sanitary lead will be buried at least 5 feet deep where under the influence of pavement.
16. The testing bulk head is required downstream of MH#1 on the profile. It is currently shown upstream of the manhole.

### Storm Sewer

17. A minimum cover depth of 3 feet shall be maintained over all storm sewers. Currently, a few pipe sections do not meet this standard. Grades shall be elevated and minimum pipe slopes shall be used to maximize the cover depth. In situations where the minimum cover cannot be achieved, Class V pipe must be used with an absolute minimum cover depth of 2 feet. An explanation shall be provided where the cover depth cannot be provided. There is not 3-feet of cover at CB#9 and CB#10.
18. Label the 10-year HGL on the storm sewer profiles, and ensure the HGL remains at least 1-foot below the rim of each structure.

### Storm Water Management Plan

19. Provide calculations verifying the post-development runoff rate directed to the proposed receiving drainage course does not exceed the pre-development runoff rate for the site.
20. An adequate maintenance access route to the basin outlet structure and any other pretreatment structures shall be provided (15 feet wide, maximum slope of 1V:5H, and able to withstand the passage of heavy equipment). Verify the access route does not conflict with proposed landscaping.
21. Provide a 5-foot wide stone bridge allowing direct access to the standpipe from the bank of the basin during high-water conditions (i.e. stone 6-inches above high water elevation). Provide a detail and/or note as necessary.
22. Provide an access easement for maintenance over the storm water detention system and the pretreatment basin. Also, include an access easement to the detention area from the public road right-of-way.
23. A drainage easement is required along the entire ditch line conveying the storm water from the proposed detention basin to the discharge into the wetland area. The easement agreement will need to specify the USA-2-Go parcel is granted permission to discharge through the adjacent parcel.
24. The primary outlet standpipe shall be designed with a secondary outer pipe with numerous holes. The stone filter would rest against this outer pipe and would help protect the design standpipe from clogging.
25. A runoff coefficient of 0.35 shall be used for all turf grass lawns (mowed lawns). Please re-calculate the detention volume and be sure enough volume is provided.
26. All storm sewer conveying storm water shall be a minimum of 12-inches in diameter and constructed of reinforced concrete pipe. The proposed detention basin outlet

structures are conveying storm water with 4-inch and 6-inch PVC. Please revise plan accordingly.

#### Paving & Grading

27. Because Coronado Drive is proposed as a public road, a recorded easement is required around the temporary cul-de-sac being proposed. Show this easement on the next submittal.
28. The City standard sidewalk/pathway location is typically 1-foot inside the right-of-way line as shown on the plan. In this case, since there is an additional 5-foot utility easement, please move the pathway up 1-foot to overlap the proposed right-of-way line of the proposed road. This will leave extra space between the sidewalk and roadway for planting, etc.
29. As stated in the previous review, the proposed plan shows a pathway ramp in the Beck Road right-of-way leading to the road. An accepting ramp is required to be constructed on the other side of the proposed roadway.
30. As stated in the previous review, please comply to the City end island detail for the plan. This includes ending the end islands 3-feet short of the stall length. This includes the end islands west and south of the proposed building.
31. Sidewalk within the City of Novi public right-of-way shall be 4-inches of concrete over 6-inches of 21AA aggregate over a compacted subgrade. Show and label this on the plan.
32. All pavements shall meet the City standards in the parking lot area. 8" concrete over sand is not a standard cross section as being proposed under drive thru land and at underground fuel tanks. If there is a reason for the alternate cross section please note it on the plan and on the response letter.
33. All approach pavement cross sections shall match that of the roadway. Please note this on the plan.
34. Verify the slopes along the ingress/egress routing to the building from the barrier-free stalls comply with Michigan Barrier-Free regulations.

#### **The following must be submitted at the time of Revised Final Site Plan submittal:**

35. A letter from either the applicant or the applicant's engineer must be submitted with the revised Final Site Plan highlighting the changes made to the plans addressing each of the comments listed above and indicating the revised sheets involved.
36. An itemized construction cost estimate must be submitted to the Community Development Department at the time of Final Site Plan submittal for the determination of plan review and construction inspection fees. This estimate should only include the civil site work and not any costs associated with construction of the building or any demolition work. **The cost estimate must be itemized** for each utility (water, sanitary, storm sewer), on-site paving, right-of-way paving (including proposed right-of-way), grading, and the storm water basin (basin construction, control structure, pretreatment structure and restoration).



**The following must be submitted at the time of Stamping Set submittal:**

37. A draft copy of the maintenance agreement for the storm water facilities, as outlined in the Storm Water Management Ordinance, must be submitted to the Community Development Department with the Final Site Plan. Once the form of the agreement is approved, this agreement must be approved by City Council and shall be recorded in the office of the Oakland County Register of Deeds.
38. A draft copy of the private ingress/egress easement for the City of Novi Water and Sewer Department must be submitted to the Community Development Department.
39. A draft copy of the 20-foot wide easement for the water main to be constructed on the site must be submitted to the Community Development Department.
40. A draft copy of the 20-foot wide easement for the sanitary sewer to be constructed on the site must be submitted to the Community Development Department.
41. A 30-foot wide highway easement must be submitted to the Community Development Department.
42. Executed copies of any required off-site utility easements must be submitted to the Community Development Department including the Storm Water Detention easement, storm water access easement, drainage easement, water main easement and any other required off-site easement prior to Final Site Plan approval.

**The following must be addressed prior to construction:**

43. A City of Novi Grading Permit will be required prior to any grading on the site. This permit will be issued at the pre-construction meeting. Once determined, a grading permit fee must be paid to the City Treasurer's Office.
44. A Soil Erosion Control Permit must be obtained from the City of Novi. Contact Sarah Marchioni in the Community Development Department (248-347-0430) for forms and information.
45. A permit for work within the right-of-way of Beck Road must be obtained from the City of Novi. The application is available from the City Engineering Department and should be filed at the time of Final Site Plan submittal. Please contact the Engineering Department at 248-347-0454 for further information.
46. A permit for work within the right-of-way of Beck Road must be obtained from the Road Commission for Oakland County. Please contact the RCOC (248-858-4835) directly with any questions. The applicant must forward a copy of this permit to the City. Provide a note on the plans indicating all work within the right-of-way will be constructed in accordance with the Road Commission for Oakland County standards.
47. A permit for water main construction must be obtained from the MDNRE. This permit application must be submitted through the City Engineer after the water main plans have been approved.
48. A permit for sanitary sewer construction must be obtained from the MDNRE. This permit application must be submitted through the City Engineer after the sanitary sewer plans have been approved.

49. Construction Inspection Fees to be determined once the construction cost estimate is submitted must be paid prior to the pre-construction meeting.
50. A storm water performance guarantee, equal to 1.5 times the amount required to complete storm water management and facilities as specified in the Storm Water Management Ordinance, must be posted at the Treasurer's Office.
51. An incomplete site work performance guarantee for this development will be calculated (equal to 1.5 times the amount required to complete the site improvements, excluding the storm water facilities) as specified in the Performance Guarantee Ordinance. This guarantee will be posted prior to TCO, at which time it may be reduced based on percentage of construction completed.
52. A street sign financial guarantee in an amount to be determined (\$400 per traffic control sign proposed) must be posted at the Treasurer's Office.
53. Permits for the construction of each retaining wall must be obtained from the Community Development Department (248-347-0415).

Please contact Lindon Ivezaj at (248) 735-5694 with any questions.



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cc: Ben Croy, Engineering  
Brian Coburn, Engineering  
Kristen Kapelanski, Community Development Department  
Tina Glenn, Water & Sewer Dept.

TRAFFIC REVIEW

June 28, 2010

Barbara McBeth, AICP  
Deputy Director of Community Development  
City of Novi  
45175 W. Ten Mile Rd.  
Novi, MI 48375



**SUBJECT: USA 2 Go - Tim Horton's Restaurant / Proposed Preliminary and Final Site Plan, SP#10-11A, Traffic Review**

Dear Ms. McBeth:

At your request, we have reviewed the above and offer the following recommendation and supporting comments.

### Recommendation

We recommend approval of only the preliminary site plan, subject to the issues shown below in **bold** being satisfactorily addressed in a revised final site plan.

### Project Description

What is the applicant proposing?

1. The applicant, Novi Mile, LLC, proposes to construct a 16-fueling-position gas station, large (5,042-s.f.) convenience store, and 1,828-s.f. fast-food restaurant with drive-through lane. The proposed plan differs somewhat from the version appearing in the conceptual PRO plan approved earlier this year. We note, for example, that the store and restaurant are both slightly larger (by 24 s.f. and 26 s.f., respectively), and four parking spaces have been relocated from the east side of the site to the southwest corner of the site.
2. The subject site is on the east side of Beck Road north of Grand River Avenue (see first two attachments to this letter). Access would be provided via two curb cuts on a proposed public road to replace an existing private road serving a concrete plant, a small industrial building, and (via a relatively new frontage road) a bank on the northeast corner of Beck and Grand River. This abutting east-west road is the westernmost part of a future non-residential collector to serve all or most properties along the north side of Grand River between Beck and the Rock Financial Showplace (see third attachment).

### Trip Generation

How much traffic would the proposed development generate?

3. The table on the next page summarizes the trip generation forecasts presented in the applicant's traffic impact study. We have reviewed these forecasts and found them acceptable (the 26-s.f. subsequent increase in restaurant size is negligible).



### Trip Generation Forecast

| Land Use                                | ITE Use | Size / Trip Type     | Weekday Trips | AM Peak-Hour Trips |      |       | PM Peak-Hour Trips |     |       |
|-----------------------------------------|---------|----------------------|---------------|--------------------|------|-------|--------------------|-----|-------|
|                                         |         |                      |               | In                 | Out  | Total | In                 | Out | Total |
| Gas Station with Convenience Store      | 945     | 16 Fueling Positions | 2,604         | 81                 | 82   | 163   | 107                | 107 | 214   |
|                                         |         | Internal Capture     | Unk.          | Unk.               | Unk. | Unk.  | 6                  | 7   | 13    |
|                                         |         | Pass-By & Diverted   | Unk.          | 50                 | 51   | 101   | 57                 | 56  | 113   |
| Fast-Food Restaurant with Drive-Through | 934     | 1,832 s.f.           | 909           | 46                 | 44   | 90    | 32                 | 30  | 62    |
|                                         |         | Internal Capture     | Unk.          | Unk.               | Unk. | Unk.  | 7                  | 6   | 13    |
|                                         |         | Pass-By & Diverted   | Unk.          | 23                 | 22   | 45    | 14                 | 13  | 27    |
| Total Site with PRO                     |         | Driveway Trips       | 3,513         | 127                | 126  | 253   | 139                | 137 | 276   |
|                                         |         | Internal Capture     | Unk.          | Unk.               | Unk. | Unk.  | 13                 | 13  | 26    |
|                                         |         | Pass-By & Diverted   | Unk.          | 73                 | 73   | 146   | 71                 | 69  | 140   |
|                                         |         | New <sup>2</sup>     | 3,513         | 54                 | 53   | 107   | 55                 | 55  | 110   |

<sup>1</sup> The numbers in the shaded rows are total one-way driveway trips. Internal capture trips are walking or driving trips between the gas pumps and restaurant. Pass-by trips are driveway trips already passing the site on Beck on their way to primary destinations elsewhere. Diverted link trips are driveway trips already passing through the area on I-96 or Grand River that will divert onto and off of Beck to access the site.

<sup>2</sup> For this calculation, "Unk." values above are assumed to be zero.

### Traffic Study

Was a study submitted and was it acceptable?

- As discussed in our review letter for the conceptual PRO plan (dated 2-26-10), we reviewed and found acceptable the applicant's traffic impact study (dated 2-24-10). Refer to our February letter for a summary of the study's highlights.

### Vehicular Access Locations

Do the proposed driveway locations meet City spacing standards?

- The applicant has indicated that the two proposed site access drives are 61 ft apart (near-back-of-curb to near-back-up-curb), and the western drive is (according to the applicant's engineer) some 90 ft east of the near curb on Beck Road. Given the plan to build the new public road to City collector standards, we recommend that it be assumed that the future speed limit will be 30 mph (pending speed studies once the road has been extended well east of Beck). The Design and Construction Standards require a minimum same-side driveway spacing for that speed of 125 ft (DCS Sec 11-216(d)(1)d). **The required**

**Planning Commission waiver of this driveway spacing standard is conveyed by the Commission's approval of the PRO agreement (see VI.2(l)).**

6. The City's standard for minimum opposite-side driveway spacing does not apply to a non-arterial road.

### Vehicular Access Improvements

Will there be any improvements to the abutting road(s) at the proposed driveway(s)?

7. The plans now note the road abutting the site on the south as a "proposed public road" within a 60-ft wide right-of-way. The inclusion of 5-ft wide utility easements beyond that right-of-way are consistent with the DCS (Table VIII-A) for a non-residential collector.
8. As requested, the plans indicate that the proposed new collector road will be 36-ft wide with straight-faced (vertical) curbs, thus providing a nominal driving surface 35 ft wide, or wide enough to stripe three lanes (assuming a center turn lane no wider than 11 ft). **The final site plan must include a comprehensive striping and signing plan for the collector, showing the center of three lanes converting from a dedicated westbound left-turn lane near Beck to a two-way left-turn lane a short distance west of the gas station's west access drive. To maximize the space available for stacking left-turn vehicles, a new stop bar should be placed about 30 ft west of the existing STOP sign (now shown with an unlabeled sign symbol). To complete the required striping and signing plan, the lanes of Beck Road will have to be more realistically portrayed (e.g., per the attached aerial, a full-width right-turn-only lane for the interchange to the north starts at the proposed collector, contrary to the rendering on engineering sheet 2).**
9. When the new road abutting the site is extended further east, the assumed design speed should be 35 mph (per typical practice, 5 mph over the assumed speed limit). *A Policy on Geometric Design of Highways and Streets* (AASHTO, 2004) indicates that the minimum centerline radius for a road with that design speed but without superelevation (i.e., without "banking") should be 510 ft. Presumably in response to comment 9 in our February letter, the conceptual alignment now shown on engineering plan sheet 13 appears to show gentler curves than previously proposed (which had been based on the City's local-road standard). **In the final site plan, sheet 13 should be revised to include the centerline radii for all curves in both the east-west collector and its connection to Grand River.**
10. Per customary engineering practice and the City's Final Site Plan Review Checklist (item 12), **"solid arrows shall indicate where arrows are proposed as part of the striping plan; hollow arrows shall be used to denote traffic flow directions for review purposes."** The solid arrows now shown, on the abutting roads as well as within the site, must be revised accordingly.

### Driveway Design and Control

Are the driveways acceptably designed and signed?

11. The site's two access drives on the proposed new public road each have 30-ft radius curb returns and scale 36 ft wide (west) and 32.5 ft (east). While somewhat greater than the corresponding City standards for radius and width of a commercial driveway (20 ft and 30 ft, respectively), we find them acceptable and appropriate given the site's use. **The back-to-back width of each driveway should be dimensioned on the final site plan.**
12. **At the applicant's option, the two STOP (R1-1) signs exiting the site could be reduced in size from the proposed highway standard of 30 inches to the permissible low-speed standard of 24 inches.**

### Pedestrian Access

Are pedestrians safely and reasonably accommodated?

12. No sidewalk is proposed along the site's Beck Road frontage. Since the new single-point interchange was apparently not designed to accommodate pedestrians, and since there is a storm water basin close to the road between the interchange and the site, the exclusion of a sidewalk along the site's Beck road frontage is reasonable.
13. A 5-ft wide sidewalk is proposed along the site frontage on the future collector, set in a typical 1 ft from the future property line. This treatment would provide a minimal 6-ft wide landscape strip adjacent to the curb, the same as used along Cabot and Lewis Drives. No potentially sight-obstructing trees would be placed in this landscape strip (per plan sheet L-1).

### Parking and Circulation

Can vehicles safely and conveniently maneuver through the site?

14. The four parking spaces proposed along the south side of the site west of the west access drive were distributed along the east side of the site on the approved conceptual PRO plan. In their now-proposed location, they will interfere somewhat more with on-site traffic circulation, and they will also tend to block a view of the gas pump activity to customers turning onto the collector from northbound Beck Road. **The applicant should be asked to explain why these parking spaces have been relocated.**
15. The proposed internal traffic circulation design is satisfactory. **The final site plan should include the following additional details:**
  - a. **A note indicating that markings for handicapped parking spaces will be blue and markings for non-handicapped parking spaces will be white.**
  - b. **A labeling of the two crosshatched areas unrelated to handicapped parking – the loading/unloading area and the end island over the underground tanks in the northwest corner of the site – to indicate that they will be 4-inch wide yellow striping 4 ft on-center.**

c. **A note or design detail confirming that parking spaces adjacent to raised end islands will be a full 9-ft wide to the face of the curb (or nominally 9.5 ft to back of curb).**

16. Paragraph 2506.13 of the Zoning Ordinance requires landscape islands with raised curbing at the ends of all parking bays, unless waived by the Planning Commission where traffic circulation is forecast to be low or where a raised island would be inappropriate. **The required Planning Commission waiver of this standard relative to the end island cited in comment 15b (above) is conveyed by the Commission's approval of the PRO agreement (see VI.2(k)).**

Sincerely,  
BIRCHLER ARROYO ASSOCIATES, INC.



Rodney L. Arroyo, AICP  
Vice President



William A. Stimpson, P.E.  
Director of Traffic Engineering



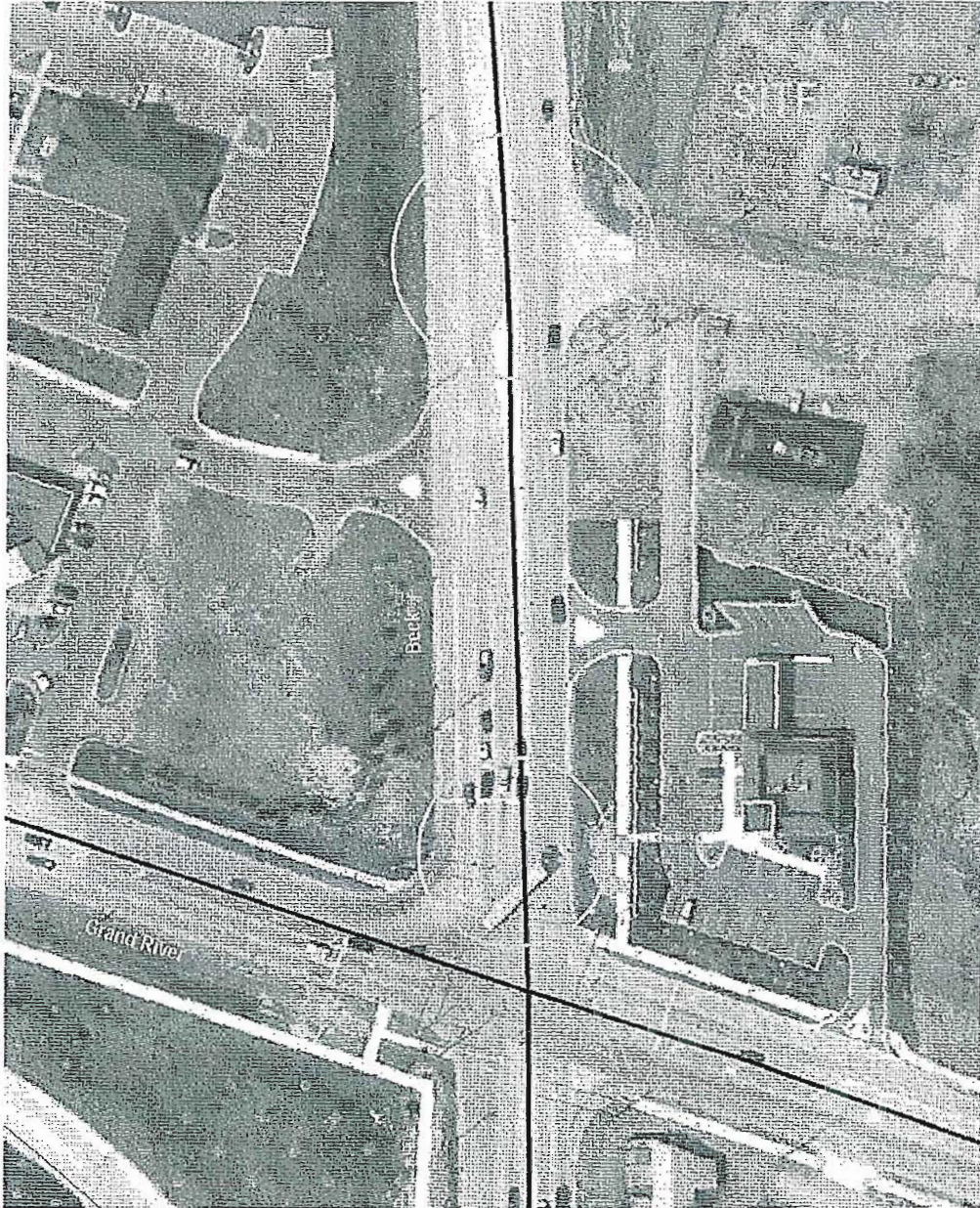


Photo courtesy of City of Novi

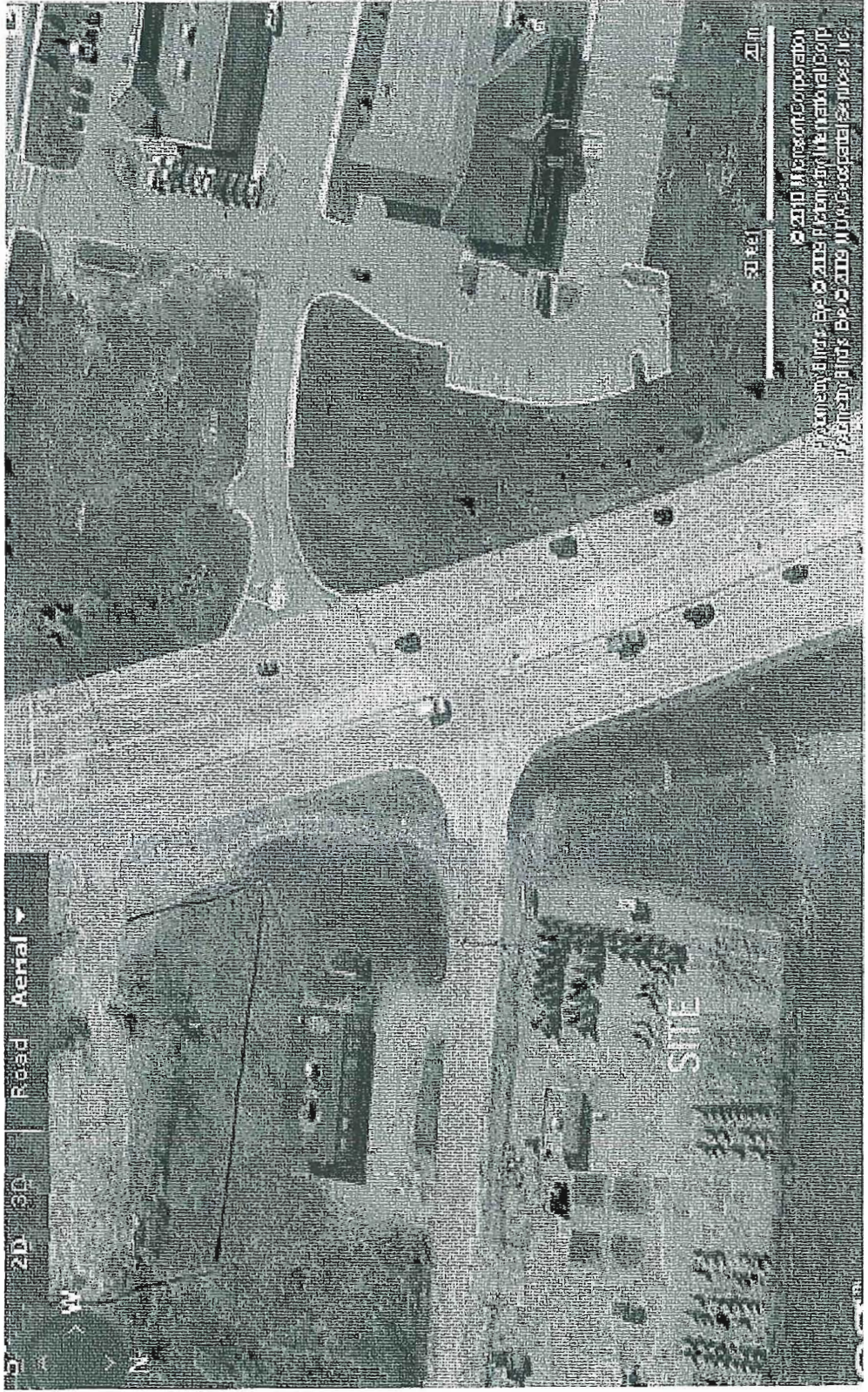


### Beck Just North of Grand River



BIRCHLER ARDYO  
ASSOCIATED, INC.

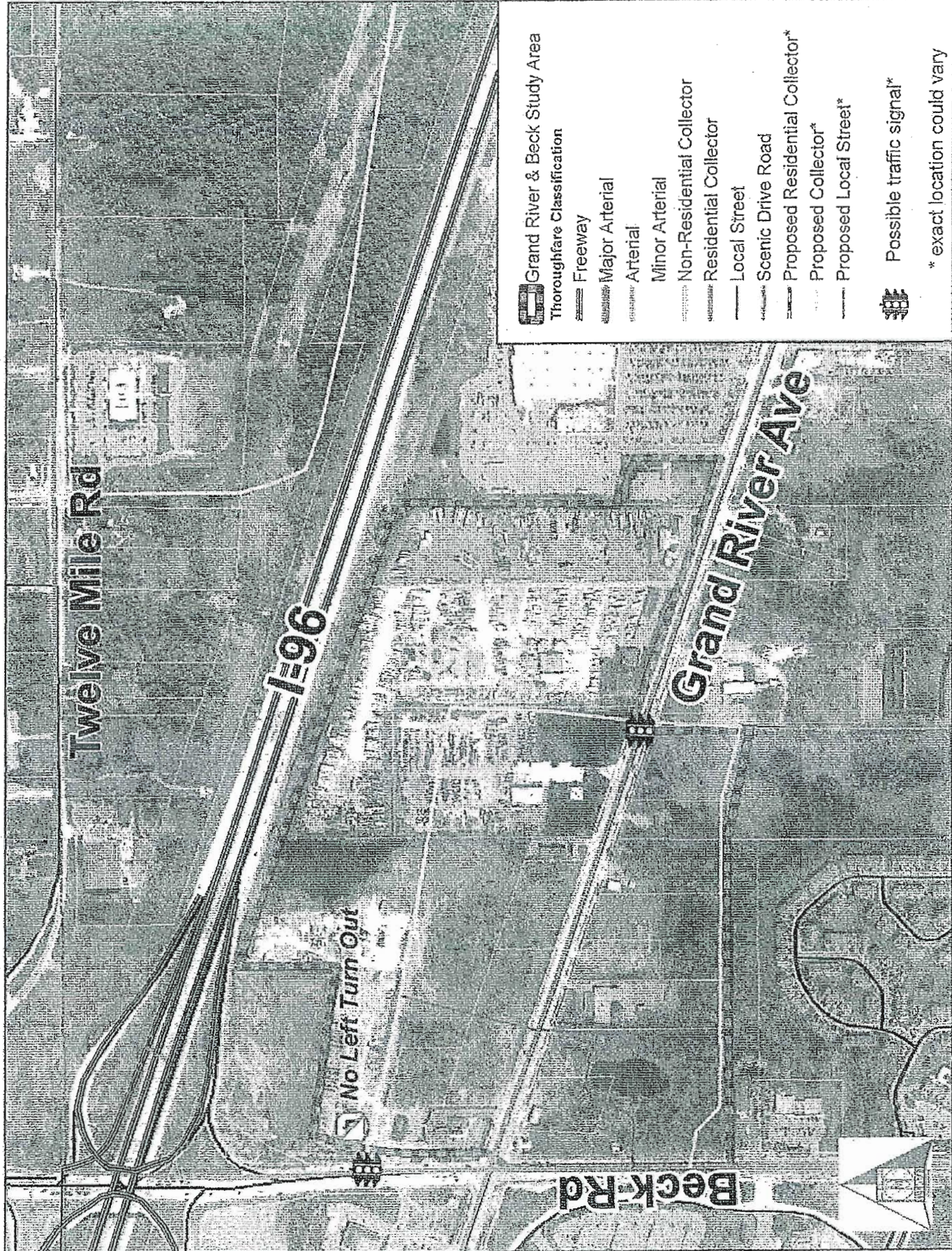















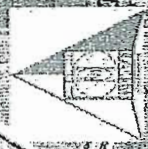
Looking South Along Beck Near Site



# GRAND RIVER AVE. and BECK RD. STUDY AREA TRANSPORTATION PLAN

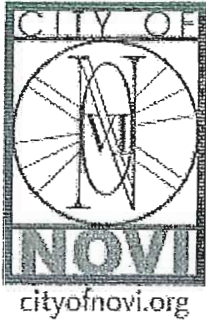


- Grand River & Beck Study Area**  
Thoroughfare Classification
-  Freeway
  -  Major Arterial
  -  Minor Arterial
  -  Non-Residential Collector
  -  Residential Collector
  -  Local Street
  -  Scenic Drive Road
  -  Proposed Residential Collector\*
  -  Proposed Collector\*
  -  Proposed Local Street\*
-  Possible traffic signal\*
- \* exact location could vary





## LANDSCAPE REVIEW



## **PLAN REVIEW CENTER REPORT**

July 6, 2010

### **Preliminary PRO Site Plan**

USA 2 GO SP#10-11

#### **Review Type**

Preliminary PRO Landscape Review

#### **Property Characteristics**

- Site Location: Beck Road
- Site Zoning: OST – FS Proposed
- Plan Date: June 30, 2010

#### **Recommendation**

Approval of the Preliminary PRO Site Plan for SP# 10-11A USA 2 GO cannot be recommended at this time. The applicant has yet to demonstrate agreed upon conditions for deviations granted from ordinance standards in the approved PRO agreement. Please address all comments on subsequent submittals.

#### **Ordinance Considerations**

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

1. A 3' tall landscaped berm is required along the I-96, Beck Road and access drives. **The berm requirements were waived as part of the PRO approval, but with the stipulation that additional screening plantings would be provided within the right of ways. The Applicant has not yet added any additional vegetation on the I-96 or Beck Road frontages. Please add this vegetation in order to screen the vehicular use areas.** The Applicant was also asked to contact MDOT about possibly placing landscaping in State controlled right of ways.
2. The Applicant has proposed reduced greenbelt sizes in keeping with the approved PRO agreement.
3. Along the access roadway, the Applicant has proposed a 3' high wall and has extended this wall as agreed upon with the previous submittal.
4. Twenty five foot clear vision areas have been provided as required.

##### **Street Tree Requirements (Sec. 2509.3.b.)**

1. Required Street Trees have been provided per the ordinance.
2. Greenbelt canopy and subcanopy trees have been provided per the ordinance.

##### **Interior Parking Landscape (Sec. 2509.3.c.)**

1. The applicant has proposed reduced Interior Parking Lot landscape area in keeping with the approved PRO agreement.
2. A total of 32 Parking Lot Canopy Trees are required and have been provided.
3. Snow storage areas have been shown on the plan as required.

##### **Parking Lot Perimeter Canopy Trees (Sec. 2509.3.c.(3))**

1. Perimeter Parking Lot Canopy Trees are required per 35 LF surrounding parking and access areas. The Applicant has adequately provided for the requirement.

##### **Building Foundation Landscape (Sec. 2509.3.d.)**

1. A minimum 4' wide landscape bed is required around the entire building foundation with the exception of access areas. This has been provided along the east and west foundations. The north side of the building is proposed as a drive through lane. The Applicant has provided building foundation landscape in keeping with the approved PRO agreement.

**Plant List (LDM)**

1. The Plant List as provided meets the requirements of the Ordinance and the Landscape Design Manual.

**Planting Notations and Details (LDM)**

1. The Planting Details and Notations as provided meet the requirements of the Ordinance and the Landscape Design Manual.

**General**

1. The loading zone is located to the rear of the building.
2. An Irrigation Plan has been provided as required.

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



Reviewed by: David R. Beschke, RLA

### **Financial Requirements Review**

To be completed at time of Final Site Plan Review.

| Item                         | Amount    | Verified | Adjustment | Comments                                                                                                       |
|------------------------------|-----------|----------|------------|----------------------------------------------------------------------------------------------------------------|
| Full Landscape Cost Estimate | \$ 39,480 |          |            | Includes street trees.<br>Does not include irrigation costs.                                                   |
| Final Landscape Review Fee   | \$ 592.20 |          |            | 1.5% of full cost estimate<br>Any adjustments to the fee must be paid in full prior to stamping set submittal. |

### **Financial Requirements (Bonds & Inspections)**

| Item                                                                   | Required | Amount      | Verified | Comments                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------|----------|-------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Landscape Cost Estimate                                                | YES      | \$ 47,480   |          | Does not include street trees.<br>Includes irrigation.                                                                                                                                                                                                                    |
| Landscape Financial Guaranty                                           | YES      | \$ 71,220   |          | This financial guarantee is based upon 150% of the verified cost estimate. For Commercial, this letter of credit is due prior to the issuance of a Temporary Certificate of Occupancy. For Residential this is letter of credit is due prior to pre-construction meeting. |
| Landscape Inspection Fee (Development Review Fee Schedule 3/15/99)     | YES      | \$ 2,848.80 |          | For projects up to \$250,000, this fee is \$500 or 6 % of the amount of the Landscape cost estimate, whichever is greater.<br><br>This cash or check is due prior to the Pre-Construction meeting.                                                                        |
| Landscape Administration Fee (Development Review Fee Schedule 3/15/99) | YES      | \$ 427.32   |          | This fee is 15% of the Landscape Inspection Fee.<br>This cash or check is due prior to the Pre-Construction meeting.                                                                                                                                                      |
| Transformer Financial Guarantee                                        | YES      | \$500       |          | \$500 per transformer if not included above.<br>For Commercial this letter of credit is due prior to the issuance of a Temporary Certificate of Occupancy.<br>For Residential this is letter of credit is due prior to pre-construction meeting.                          |
| Street Tree Financial Guaranty                                         | YES      | \$ 2,000    |          | \$400 per tree.                                                                                                                                                                                                                                                           |
| Street Tree Inspection Fee                                             | YES      | \$ 120      |          | 6% of the Street Tree Bond as listed above.                                                                                                                                                                                                                               |
| Street tree Maintenance Fee                                            | YES      | \$ 125      |          | \$25 per tree.                                                                                                                                                                                                                                                            |
| Landscape Maintenance Bond                                             | YES      | \$ 4,748    |          | 10% of verified cost estimate due prior to release of Financial Guaranty.                                                                                                                                                                                                 |



## FAÇADE REVIEW



Phone: (248) 880-6523  
 E-Mail: dnecci@drnarchitects.com  
 Web: drnarchitects.com



DRN & ASSOCIATES, ARCHITECTS, PC

50850 Applebrooke Dr., Northville, MI 48167

March 2, 2010

City of Novi Planning Department  
 45175 W. 10 Mile Rd.  
 Novi, MI 48375-3024

Re: **FACADE ORDINANCE - Facade Review**  
**USA 2 GO - CONCEPTUAL / PRO, SP10-11A, ZCM10-0026**  
 Façade Region: 1, Zoning District: OST (FS)

Dear Ms. McBeth;

The following is the Facade Review for Preliminary Site Plan Approval of the above referenced project based on the drawings prepared by GAV Associates, dated 6/11/10. The percentages of materials proposed for each façade are as shown on the table below. The maximum (and minimum) percentages allowed by the Schedule Regulating Façade Materials of Ordinance Section 2520 are shown in the right hand column. Materials in non-compliance with the Facade Schedule are highlighted in bold.

| BUILDING       | WEST<br>(Front) | NORTH | SOUTH | EAST<br>(Rear) | Ordinance<br>Maximum<br>(Minimum) |
|----------------|-----------------|-------|-------|----------------|-----------------------------------|
| BRICK          | 38%             | 76%   | 66%   | 89%            | 100% (30% MIN)                    |
| CULTURED STONE | 20%             | 0%    | 13%   | 1%             | 50%                               |
| EIFS           | 9%              | 8%    | 11%   | 7%             | 25%                               |
| LIMESTONE      | 21%             | 12%   | 6%    | 1%             | 50%                               |
| FABRIC AWNING  | 9%              | 2%    | 2%    | 0%             | 10%                               |
| METAL TRIM     | 3%              | 2%    | 2%    | 2%             | 50%                               |

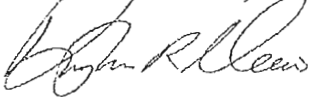
**Recommendation (Building):** As shown above, the percentages of all proposed materials are in full compliance with the Facade Ordinance. The material sample board provided indicates that all materials and colors appear to be carefully coordinated and will enhance the overall nicely designed building. Base on the percentages of materials indicated on the drawings and sample board provided a Section 9 Waiver is not required for the building portion of this project.

| <b>CANOPY</b>                                                      | WEST<br>(Front) | NORTH | SOUTH | EAST<br>(Rear) | Ordinance<br>Maximum<br>(Minimum) |
|--------------------------------------------------------------------|-----------------|-------|-------|----------------|-----------------------------------|
| BRICK                                                              | 0%              | 0%    | 0%    | 0%             | 100% (30% MIN)                    |
| CULTURED STONE                                                     | 11%             | 13%   | 13%   | 11%            | 50%                               |
| LIMESTONE                                                          | 2%              | 2%    | 2%    | 2%             | 50%                               |
| FLAT METAL PANELS (ALUMINUM<br>WRAP & PREFINISHED METAL<br>COPING) | 68%             | 67%   | 67%   | 68%            | 50%                               |

**Recommendation (Canopy):** Section VI.1.2.n (page 15) of the PRO states "The gas station canopy shall include EIFS instead of flat metal panels as shown on Exhibit D" and "The cultured stone columns on the canopy shall be as shown on Exhibit D." The notations "aluminum wrap" and "prefinished metal coping" currently found on sheet A.102 of the drawings should therefore be revised to EIFS in accordance with the above agreement. With this revision the canopy design will be in full compliance with the PRO.

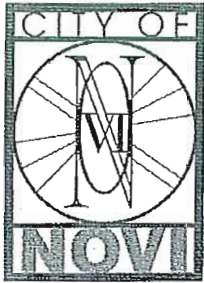
If you have any questions please do not hesitate to call.

Sincerely,  
DRN & Associates, Architects PC



Douglas R. Necci, AIA

**FIRE REVIEW**



**CITY COUNCIL**

Mayor  
David B. Landry

Mayor Pro Tem  
Bob Gatt

Terry K. Margolis

Andrew Mutch

Kathy Crawford

Dave Staudt

Justin Fischer

**City Manager**  
Clay J. Pearson

**Director of Public Safety**  
David Molloy

**Director of Fire/EMS**  
Jeffrey Johnson

July 7, 2010

TO: Barbara McBeth, Deputy Director of Community Development, City of Novi

RE: USA 2 GO, N.E. Corner of Grand River Ave. & Beck Rd.

SP#: 10-11A Preliminary Site Plan

**Project Description:**

6,820 S.F. mixed use, single story, commercial building proposed to house a gas station and a future tenant.

**Comments:**

1. The hydrant proposed at the west access drive to the gas station shall be relocated to the corner of Beck Rd. and the new proposed public road. Place it in the area where the new water main makes the bend to the east. This change will bring the hydrant spacing into compliance with the D&CS.

**Recommendation:**

This plan is recommended for approval with the above comment being completed on the next plan submittal.

Sincerely,

Michael W. Evans  
Fire Marshal

cc: file

**Novi Fire Department**  
42975 Grand River Ave.  
Novi, Michigan 48375  
248.349-2162  
248.349-1724 fax

cityofnovi.org

MAPS  
Location  
Zoning  
Future Land Use  
Natural Features



# SP 10-11 USA 2 GO/Novi Mile

Location

Beck Rd

Beck Rd/I-96 West Bound Exit Ramp

I-96

I-96

Beck Rd/I-96 East Bound Entrance Ramp

MDOT Right-of-way

Wixom Ready-Mix  
(owned by Wixom Invest)



Michigan Laser  
(owned by Palushhaj Properties, LLC)

Owned by CP Novi Center, LLC

Chase Bank

Owned by CP Novi Center, LLC

Grand River Ave

Westmarket Square

Map Author: Kristen Kapelanski  
Date: 07-19-10  
Project: SP 10-11  
Version #: 1.0

### Map Legend

 Subject Property



**City of Novi**  
Department Division  
Department Name  
45175 W Ten Mile Rd  
Novi, MI 48375  
cityofnovi.org

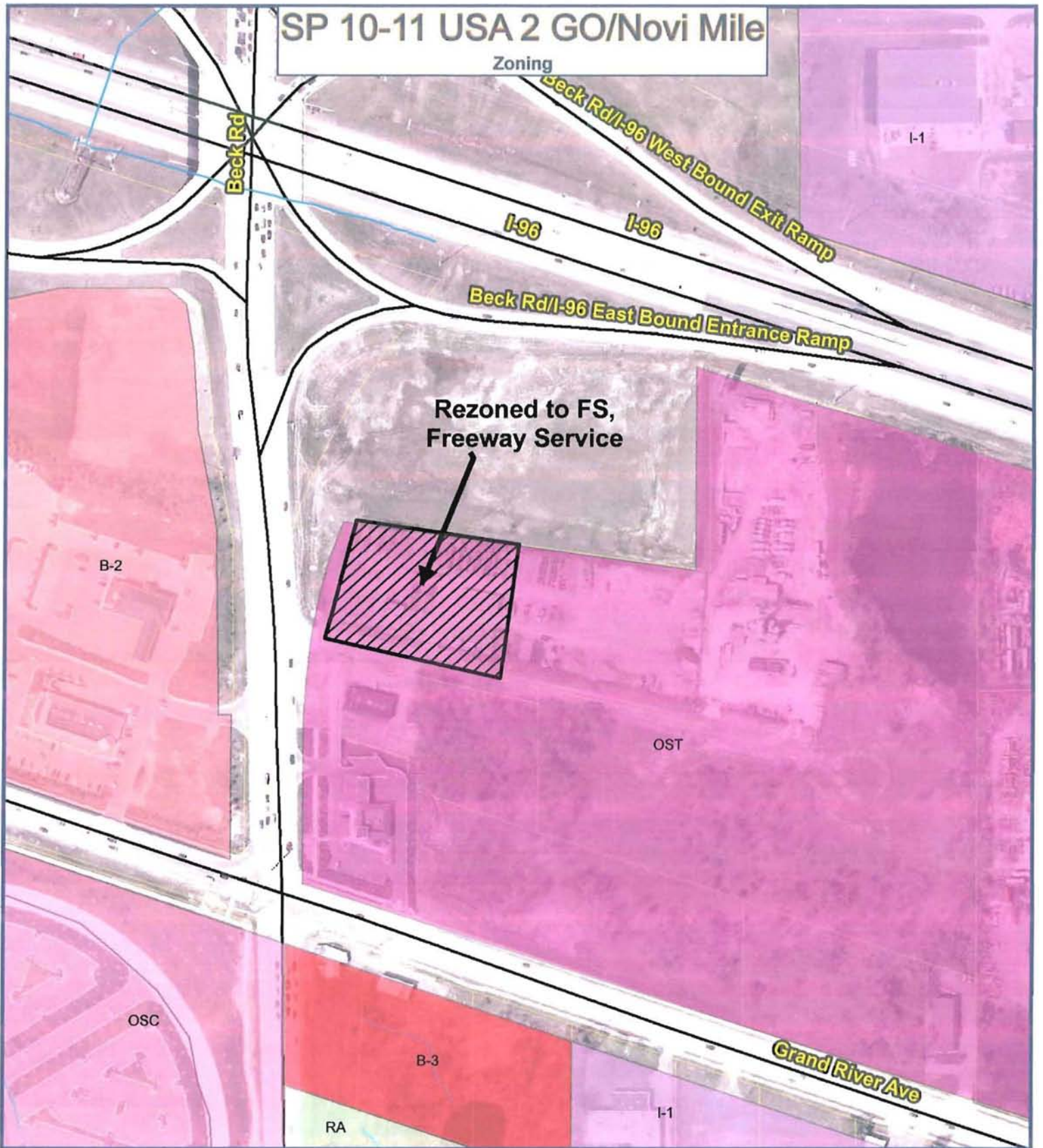


1 inch = 248 feet

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



# SP 10-11 USA 2 GO/Novi Mile



**Rezoned to FS,  
Freeway Service**



Map Author: Kristen Kapelanski  
Date: 07-19-10  
Project: SP 10-11  
Version #: 1.0

**MAP INTERPRETATION NOTICE**

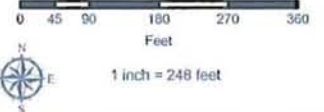
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**Map Legend**

- R-A: Residential Acreage
- B-2: Community Business
- B-3: General Business
- I-1: Light Industrial
- OSC: Office Service Commercial
- OST: Office Service Technology
- Subject Property



**City of Novi**  
Department Division  
45175 W Ten Mile Rd  
Novi, MI 48375  
cityofnovi.org





# SP 10-11 USA 2 GO/Novi Mile

Future Land Use



Map Author: Kristen Kapelanski  
 Date: 07-19-10  
 Project: SP 10-11  
 Version #: 1.0

**MAP INTERPRETATION NOTICE**

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Map Legend

**Future Land Use**

- OFFICE
- LOCAL COMMERCIAL

Subject Property



**City of Novi**  
 Department Division  
 Department Name  
 45175 W Ten Mile Rd  
 Novi, MI 48375  
 cityofnovi.org

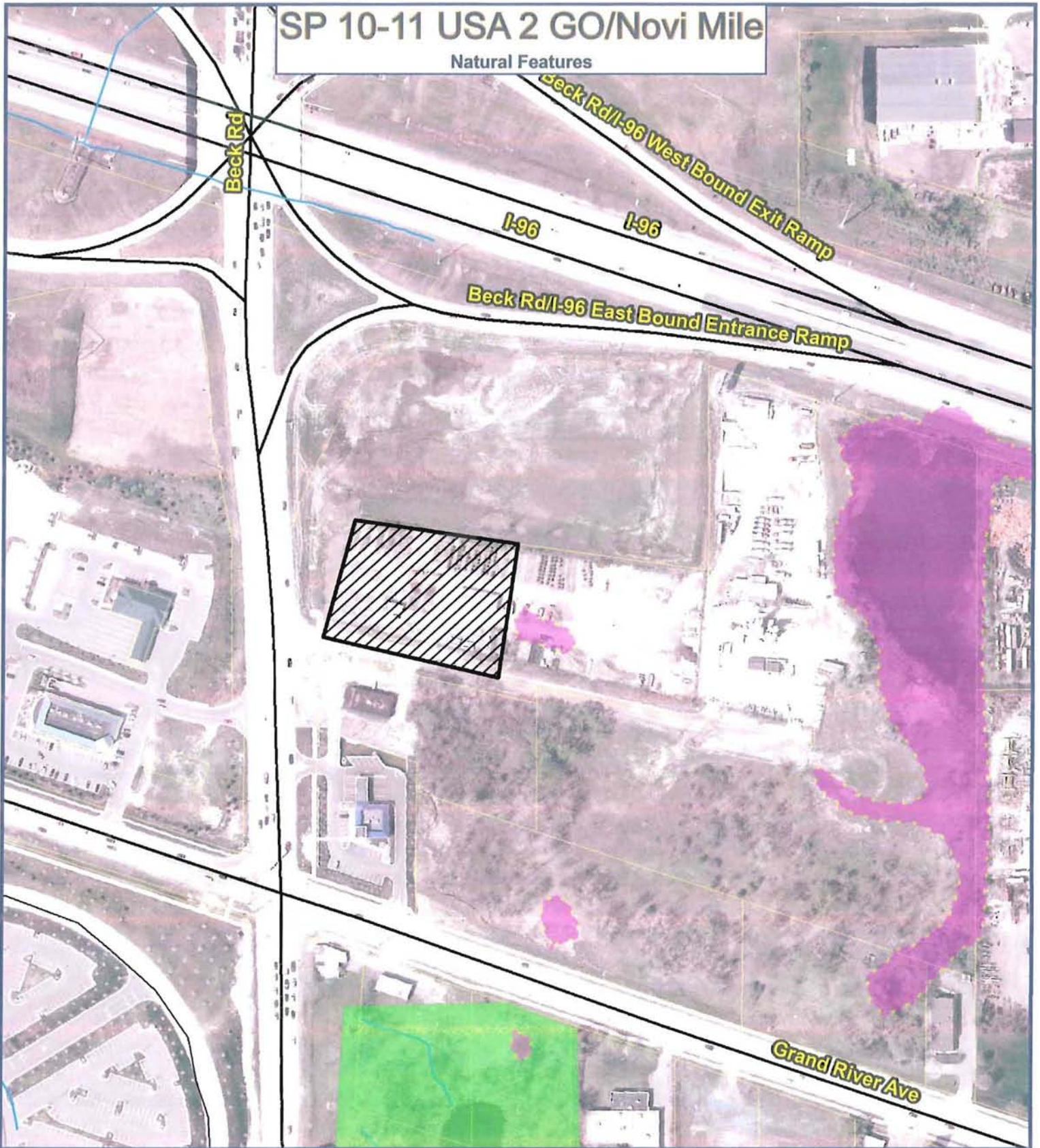


1 inch = 248 feet





# SP 10-11 USA 2 GO/Novi Mile

Natural Features



Map Author: Kristen Kapelanski  
Date: 07-19-10  
Project: SP 10-11  
Version #: 1.0

### Map Legend

 Wetland Areas  
 Woodlands

 Subject Property



**City of Novi**  
Department Division  
45175 W Ten Mile Rd  
Novi, MI 48375  
cityofnovi.org

0 45 90 180 270 360  
Feet



1 inch = 248 feet

### MAP INTERPRETATION NOTICE

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APPLICANT RESPONSE LETTER





July 21, 2010

City of Novi  
Planning Department  
45175 W. Ten Mile Road  
Novi, Michigan 48375

Re: Response letter to Preliminary/Final Site Plan Review  
USA 2 GO  
SP #10-11A

This letter is in response to the review letter date July 7, 2010 for the above-mentioned project.

### **Planning Review Summary Chart**

#### Use

The building is currently listed at 6,870 sq. ft. The building will be revised in the final site plan submittal set to reflect a total sq. ft. of 6, 820 sq. ft. The east wall of the retail space will be move towards the west 1'-8" to subtract the required 50 sq. ft.

#### Dumpster

Dumpster enclosure details will be provided on sheet A.102 in the final site plan submittal set.

### **Lighting Review Summary Chart**

#### Lighting Plan

The lighting plan will be revised in the final site plan submittal set to show that all fixtures will be in continuous operation, 24/7 as the hours of operation of the site will be the same.

#### Required Notes

Notes will be provided in the final site plan submittal set on sheet SP.101 as required.

#### Maximum Illumination

Lighting levels will be revised in the final site plan submittal set on sheet SP.101 to reflect lower light levels, not exceeding 1 foot candle, at the property line.



& ASSOCIATES, INC.

Residential  
Commercial  
Industrial

*Architects / Engineers / Planners*

## **Façade Review**

### Canopy

The note on the canopy on sheet A.102 will be revised to reflect E.I.F.S. instead of aluminum panel to comply with the PRO Agreement in the final site plan submittal set.

If you have any questions or concerns, please feel free to contact me at 248.985.9101.

Sincerely,

Dan Swiontoniowski  
Project Manager



July 20, 2010

Kristen Kapelanski, ACIP  
Planner, City of Novi  
City of Novi Community Development Department  
45175 West 10 Mile Road  
Novi, Michigan 48375

Re: **Novi Mile / USA 2 Go**  
**Preliminary/Final Site Plan Response Letter**  
**City Plan Review #SP10-11A**

Dear Kristen:

Alpine Engineering, Inc. has received the plan review report, dated July 7, 2010, for above referred project and offers the following comments:

**Planning Review dated July 7, 2010**

Planned Rezoning Overlay

- 1-7. No Comments.
8. Additional plantings will be added along the Beck Road frontage to screen the vehicular use areas on the revised Final Site Plan.
9. Additional plantings will be added along the I-96 frontage to screen the vehicular use areas on the revised Final Site Plan.
- 10-15. No comments.
16. See GAV & Associates Architectural response letter.

Public Benefits

1. The revised Final Site Plan will show the building as no larger than 6,820 square feet.
2. A deed and easement for the entire collector road will be placed into an escrow prior to approval of Stamping sets.
3. No comment.

Ordinance Requirements

1. A dumpster screening detail will be provided on the revised Final Site Plan.
2. The revised lighting plan will reduce the light levels so that illumination at the property line is equal to or less than 1 foot candle. The required notes and hours of operation will also be provided.
3. Comment noted.
4. A parcel split will be provided prior to final approval.

Street and Project Name

The street and project name approval application will be completed and submitted for approval.

Pre-Construction Meeting

Comments understood.



## Engineering Review dated July 7, 2010

### General

1. Note 1 on the Final Site Plan, sheet 2, states "All work shall conform to the current City of Novi standards and specifications".
2. City standard detail sheets will be provided for stamping set submittal.
3. 10-feet of horizontal separation between the sanitary lead and water lead will be provided and shown on the revised Final Site Plan.
4. Sight distance measurements for the two approaches in accordance with Figure VIII-E of the Design and Construction Standards will be provided on the revised Final Site Plan.
5. A traffic control sign table with quantities is provided on the Final Site Plan, sheet 2.
6. Note 2 on the Utility Plan, sheet 6, states "Compacted sand backfill shall be provided for all utilities within the influence of paved areas". Compacted sand backfill limits are illustrated on the profile sheets 7 and 8.
7. Utility crossings are identified on sheets 6-8. A table will also be provided on the revised Final Site Plan as necessary.
8. A license agreement and cross section for the two proposed walls and sign within public easements will be provided with the revised Final Site Plan.
9. The Non-domestic User Survey form will be submitted to the City.
10. It is understood that sheet 13 "Conceptual Future Overall Utility Plan" is provided for illustrative purposes only and that final utility layouts will be subject to City approval and individual site layouts.

### Water Main

11. Additional detail will be provided on the revised Final Site Plan to ensure the 2" water lead connects to the 8" water main and not the 6" hydrant lead.
12. The intent is to extend the water main past the property line to the east to minimize disruption when future connections are made. The easement will be clarified on the revised Final Site Plan.

### Sanitary Sewer

13. The sanitary sewer will be shifted north to provide 10 feet of horizontal separation from the proposed wall.
14. The sanitary lead material type will be revised to be SDR23.5.
15. Note 5 on the Utility Plan, sheet 6, states "Proposed sanitary lead shall be buried at least 5 feet when under influence of pavement". This note will be added to sheet 8 on the revised Final Site Plan.
16. The testing bulkhead location will be revised to be downstream of MH1 on the profile.

### Storm Sewer

17. Due to existing site topography and adjacent off-site elevations, a few pipes do not meet the minimum cover depth of 3 feet. Where 3 feet of cover is not provided, Class V pipe will be shown on the revised Final Site Plan.
18. The 10-year HGL will be labeled on the storm sewer profiles and 1-foot of vertical separation will be provided below the rim of each structure on the revised Final Site Plan.

### Storm Water Management

19. Calculations verifying the post-development runoff rate directed to the receiving drainage course does not exceed the pre-development runoff rate will be provided on the revised Final Site Plan.



20. Maintenance route to the basin outlet structures will be detailed on the revised Final Site Plan as 15 feet wide, maximum slope of 1V:5H and able to withstand passage of heavy equipment.
21. A 5-foot wide stone bridge for access to the standpipes during highwater conditions will be detailed on the revised Final Site Plan.
22. An access easement for maintenance over the storm water detention system/pretreatment Basin and access from the public road right-of-way will be provided on the revised Final Site Plan.
23. A drainage easement along the entire ditch line will be provided. The easement agreement will specify that USA-2-GO is granted permission to discharge through the adjacent parcel.
24. The primary outlet pipe will be detailed to have a secondary outer pipe with numerous holes on the revised Final Site Plan.
25. The runoff coefficient for grass will be revised to be 0.35 and the basin volume will be increased as required on the revised Final Site Plan.
26. The detention basin outlet structures will be revised to have the minimum 12" diameter reinforced concrete pipe.

Paving & Grading

27. A recorded easement will be provided for the temporary cul-de-sac. The temporary cul-de-sac easement will be shown on the next submittal.
28. The sidewalk will be shifted 1 foot towards the right-of-way line to provide additional landscape area.
29. An accepting ramp on the south side of the approach will be detailed on the next submittal.
30. End islands will be revised on the revised Final Site Plan.
31. City sidewalk section will be detailed on the revised Final Site Plan.
32. Pavement sections will be revised as necessary to meet City requirements.
33. Approach sections will match roadway sections on the revised plans.
34. Additional slopes and drainage arrows will be provided along the ingress/egress route to meet Michigan Barrier-Free regulations.

Items required at time of Revised Final Site Plan Submittal

35. Letter outlining revisions will be provided.
36. Revised cost estimate will be provided.

Items required at time of Stamping Set Submittal

37. Draft copy of maintenance agreement will be provided.
38. Draft copy of private ingress/egress easement for the City of Nov will be provided.
39. Draft copy of the 20-foot wide easement for water main will be provided.
40. Draft copy of the 20-foot wide easement for sanitary sewer will be provided.
41. 30-foot wide highway easement will be provided.
42. Any additional off-site easements will also be submitted.

Items required prior to construction

- 43-53. Comments understood. Items required prior to construction will be provided.

**Birchler Arroyo Review dated June 28, 2010**

- 1.-7. No comments.
8. The revised Final Site Plan will provide a comprehensive striping and signing plan.
9. The revised Final Site Plan will show the 510-foot centerline radii for all curves on the proposed public roadway on sheet 13.
10. Traffic arrow presentation will be revised per City requirements on the revised Final Site Plan.
11. The back to back width of each proposed driveway will be detailed on the revised Final Site Plan.
12. The two stop signs exiting the site will be reduced in size to 24 inches on the revised Final Site Plan.
12. No comment.
13. No comment.
14. The four parking spaces were relocated to their current location to meet loading zone screening and landscaping requirements.
15. The revised Final Site Plan will detail the striping requirements.
16. No comment.

**City of Novi Fire Department Review dated July 7, 2010**

1. The hydrant proposed at the west access drive will be relocated to the corner of Beck Road and the new proposed road where the new water main makes the bend to the east. This will be provided on the revised Final Site Plan.

If you have any questions please feel free to call our office at (248) 926-3701.

Regards,  
Alpine Engineering Inc.

  
Tom Gizoni, PE

Cc: John Bowen, Novi Mile LLC  
Kevin Banham, USA 2 Go

July 20, 2010

Mr. David Beschke  
**City of Novi Planning Department**  
45175 W. 10 Mile Road  
Novi, Michigan 48375

**RE: USA2GO**

Dear Mr. Beschke:

The following actions will be taken to address the outstanding landscape comment to achieve approval:

July 7, 2010 Landscape Review

Additional evergreen shrubs will be added to the Beck Road ROW to achieve greater screening. Additional shrubs will be planted on the northern property line to screen parking areas from the highway.

Please contact me at you convenience with any questions or comments regarding these revisions.

Sincerely,



James C. Allen  
**Allen Design L.L.C**

ZONING ORDINANCE  
AMENDMENT 18.239



STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF NOVI

ORDINANCE NO. 18.239  
(Gas Station Liquor Licenses)

AN ORDINANCE TO AMEND ORDINANCE NO. 97-18, AS AMENDED, THE CITY OF NOVI ZONING ORDINANCE, ARTICLE 2, "CONSTRUCTION OF LANGUAGE AND DEFINITIONS, ZONING DISTRICTS AND MAP," SECTION 201, "DEFINITIONS," TO AMEND THE DEFINITION OF GASOLINE SERVICE STATION TO SPECIFY PERMITTED ACCESSORY USES WITH CONDITIONAL ALLOWANCE OF THE SALE OF ALCOHOL AND ARTICLE 25, "GENERAL PROVISIONS," SECTION 2505, "OFF-STREET PARKING REQUIREMENTS" TO REVISE THE PARKING REQUIREMENTS FOR SELF-SERVICE GAS STATIONS.

THE CITY OF NOVI ORDAINS:

**Part I.** That Ordinance No. 97-18, the City of Novi Zoning Ordinance, as amended, Article 2, Construction of Language and Definitions, Zoning districts and Map, Section 201, Definitions, is hereby amended to amend the definitions of "Gasoline Service Station" to read as follows:

*Gasoline service station* means a place for the retail dispensing, sale, or offering for sale of motor fuels, with the only permitted accessory uses being the servicing and minor repair of motor vehicles; retail sales of minor automotive related convenience products and accessories such as windshield washer fluid, motor oil, wipers and window scrapers; and retail sales of non-automotive related products, including (i) sundries such as gum, candy, cigarettes, newspapers, magazines, and other individually packaged convenience items; (ii) basic convenience grocery items, such as milk and bread; (iii) pre-prepared food items that are not subject to licensing by the Michigan Department of Agriculture or the Oakland County Health Department; and (iv) non-alcoholic beverages. The sale of alcoholic beverages shall be permitted as an accessory use subject to the issuance of an appropriate license by the Liquor Control Commission and subject to the standards imposed by the Commission and state law if all three of the following conditions are met and are reflected on the site plan:

- (a) One or both of the following conditions exist:
  - (i) The applicant or licensee is located in a neighborhood shopping center composed of one or more commercial establishments organized or operated as a unit which is related in location, size and type of shop to the trade area that the unit serves, which provides not less than 50,000 square feet of gross leasable retail space and which provides five private off-street parking spaces for each 1,000 square feet of gross leasable retail space.

(ii) The applicant or licensee maintains a minimum inventory on the premises, excluding alcoholic liquor and motor vehicle fuel, of not less than \$250,000.00, at cost, of those goods and services customarily marketed by approved types of businesses.

(b) The site of payment and selection of alcoholic liquor is not less than fifty feet from that point where motor vehicle fuel is dispensed.

(c) The building from which alcoholic liquor is sold provides not less than 5,000 square feet of gross leasable floor area.

**Part II.** That Article 25, General Provisions, Section 2505, Off-Street Parking Requirements is hereby amended to read as follows:

**Article 25, General Provisions**

**Sec. 2505. Off-Street Parking Requirements.**

1. – 13. [unchanged]

11. The minimum number of off-street parking spaces by type of use shall be determined in accordance with the following schedule:

- a. [unchanged]
- b. [unchanged]
- c. Business and Commercial

(1) – (10) [unchanged]

|      |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (11) | Gasoline filling stations (self-service) | One (1) fueling space for each fuel nozzle. In addition, one (1) space per 200 square feet usable floor area (not to include vehicle fueling spaces located at the pump) plus parking for accessory vehicle service uses. In no instance shall such a facility provide less than three (3) parking spaces. In no instance shall a required parking space or its maneuvering area conflict with vehicles being fueled or awaiting fuel. |
|------|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**PART III.**

**Severability.** Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

**PART IV.**

**Savings Clause.** The amendment of the Novi Code of Ordinances set forth in this Ordinance does not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendment of the Novi Code of Ordinances set forth in this Ordinance.

**PART V.**

**Repealer.** All other Ordinance or parts of Ordinance in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**PART VI.**

**Effective Date: Publication.** Public hearing having been held hereon pursuant to the provisions of Section 103 of Act 110 of the Public Acts of 2006, as amended, the provisions of this Ordinance shall be published within fifteen (15) days of its adoption by publication of a brief notice in a newspaper circulated in the City of Novi stating the date of enactment and effective date, a brief statement as to its regulatory effect and that a complete copy of the Ordinance is available for public purchase, use and inspection at the office of the City Clerk during the hours of 8:00 A.M. to 5:00 P.M., Local Time. The provisions of this Ordinance shall become effective seven (7) days after its publication.

MADE, PASSED AND ADOPTED BY THE NOVI CITY COUNCIL THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
DAVID LANDRY – MAYOR

\_\_\_\_\_  
MARYANNE CORNELIUS – CITY CLERK

1. Date of Public Hearing \_\_\_\_\_
2. Date of Adoption \_\_\_\_\_
3. Date of Publication of  
Notice of Adoption \_\_\_\_\_

**CERTIFICATE OF ADOPTION**

I hereby certify that the foregoing is true and complete copy of the Ordinance passed at the \_\_\_\_\_ meeting of the Novi City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
MARYANNE CORNELIUS – CITY CLERK

1320796



SITE PLAN



**PLANNED REZONING OVERLAY (PRO) AGREEMENT**  
**NOVI MILE GR/BECK**

**THIS PLANNED REZONING OVERLAY (PRO) AGREEMENT** (this "Agreement") is made as of April, 2010, by and among NOVI MILE, LLC, a Michigan limited liability company, whose address is 46100 Grand River Avenue, MI 48374, and CP NOVI CENTER, LLC, a Michigan limited liability company, whose address is 46100 Grand River Avenue, MI 48374 (jointly referred to as "**Owners/Developers**"), and the CITY OF NOVI, 45175 West Ten Mile Road, Novi, MI 48375-3024 ("**City**").

**RECITATIONS:**

- I. Owners/Developers are the fee owners of the "Land" described on **Exhibit A**, attached and incorporated herein. The Land is made up of various separate parcels of property. For purposes of this Agreement, the Land includes one parcel of property that is proposed to be developed with a gas station and market with a drive-through restaurant (the "Gas Station Parcel") and certain other parcels (the "Adjacent Novi Mile Parcels"). The Gas Station Parcel is approximately 1.81 acres in area, and is *part* of Parcel No. 22-16-176-030 and is described on **Exhibit B**. The Adjacent Novi Mile Parcels consist of the remaining part of Parcel No. 22-16-176-030 (approximately 2.49 acres in area) and also Parcel Nos. 22-16-176-017, **22-16-176-026**, and 22-16-176-031 and are described on **Exhibit C**.
- II. For purposes of improving and initially using the 1.81-acre Gas Station Parcel for an approximately 6,820 square foot gas station and market with an attached drive-through restaurant, Owners/Developers petitioned the City for an amendment of the Zoning Ordinance to reclassify the Gas Station Parcel from **OST**, Office Service Technology, to **FS**, Freeway Service District. The OST classification shall be referred to as the "**Existing Classification**" and the FS classification shall be referred to as the "**Proposed Classification**."
- III. The Proposed Classification would provide the Owners/Developers with certain material development options with respect to the Gas Station Parcel that are not available under the Existing Classification, and that would be a distinct and material benefit and advantage to the Owners/Developers. The Proposed Classification is consistent with the current proposed (but not adopted) amendments to the City's Master Plan for Land Use showing the Gas Station

Parcel and portions of the Adjacent Novi Mile Parcels as part of a planned "Retail Overlay" area. If finalized through Zoning Ordinance, limited retail uses in the overlay area could include gas stations, restaurants, and other retail uses subject to regulations to be proposed.

- IV. The City has reviewed the Owners/Developers' proposed petition to amend the zoning district classification of the Gas Station Parcel from the Existing Classification to the Proposed Classification under the terms of the Planned Rezoning Overlay (PRO) provisions of the City's Zoning Ordinance; has reviewed the Owner's proposed PRO Plan (including building façade, elevations, and design) attached hereto and incorporated herein as **Exhibit D** (the "PRO Plan"), which is a conceptual or illustrative plan for the potential development of the Gas Station Parcel under the Proposed Classification, and not an approval to construct the proposed improvements as shown; and has reviewed the proposed PRO Conditions offered by the Owners/Developers described in Recital V immediately below.
  
- V. In petitioning for rezoning to the Proposed Classification, Owners/Developers have expressed as a firm and unalterable intent that Owners/Developers will develop and use the Land, including both the Gas Station Parcel and the Adjacent Novi Mile Parcels, in conformance with the following conditions, referred to as the "**PRO Conditions**":
  - A. Owners/Developers shall develop and use the Gas Station Parcel solely for an approximately 6,820 square foot gas station and market with an attached drive-through restaurant as set forth on the PRO Plan, as such PRO Plan may be modified from time to time in accordance with the terms of this Agreement and the City's Zoning Ordinance. Owners/Developers shall forbear from developing and/or using the Gas Station Parcel in any manner other than as authorized and/or limited by this Agreement; provided, however, that the owner of the Gas Station Parcel shall have the right to seek site plan approval and all other development and construction approvals for the gas station and related improvements in accordance with the Zoning Ordinance, including the right to seek to modify the improvements located on the Gas Station Parcel in accordance with the Zoning Ordinance, without the requirement of obtaining the approval of the owner(s) of the Adjacent Novi Mile Parcels (if different from the owner(s) of the Gas Station Parcel).

Nothing herein shall be deemed a limitation on the owner of the Gas Station Parcel's right to request modifications to the improvements to be constructed on the Gas Station Parcel, in accordance with the PRO provisions of the City's Zoning Ordinance. Following the execution of this Agreement, if the owner of the Gas Station Parcel seeks to make modifications to the improvements to be constructed on the Gas Station Parcel (not including the adjacent roadway) that under the Zoning



Ordinance require an amendment to this Agreement, the parties to this Agreement acknowledge and agree that the owner of the Gas Station Parcel may enter into an amendment to this Agreement to be recorded only against the Gas Station Parcel and to be executed only by the owner of the Gas Station Parcel and the City and, in such event, the owner of the Gas Station Parcel shall not be required to obtain the approval of the owner(s) of the Adjacent Novi Mile Parcels and shall not be required to have the owner(s) of the Adjacent Novi Mile Parcels join in such amendment to this Agreement.

- B. Subject to the terms and conditions of this Agreement and the PRO Ordinance, Section 3401, *et seq.*, of the Zoning Ordinance, Owners/Developers shall develop the Gas Station Parcel in accordance with all applicable laws, ordinances, and regulations of the City pertaining to such development required under the Proposed Classification, including all applicable height, area, and bulk requirements of the Zoning Ordinance as relates to the Proposed Classification, except as expressly authorized herein.

The PRO Plan is acknowledged and agreed by both the City and Owners/Developers to be a conceptual plan for the purpose of depicting the general area contemplated for development on the Gas Station Parcel and the proposed location of the Collector Road. The owner of the Gas Station Parcel will be required to obtain site plan approval for the development of the improvements to be constructed on the Gas Station Parcel in accordance with the terms of the PRO Ordinance. The Collector Road is to be located in, across, and through the Adjacent Novi Mile Parcels and shall be constructed as described below.

Some deviations from the provisions of the City's ordinances, rules, or regulations as to the gas station and market with an attached drive-through restaurant are depicted in the PRO Plan and are approved by virtue of this Agreement. However, except as to such specific deviations enumerated herein, the development of the Gas Station Parcel under the requirements of the Proposed Classification shall be subject to and in accordance with all applications, reviews, approvals, permits, and authorizations required under applicable laws, ordinances, and regulations pertaining to such development—including, but not limited to, site plan approval, storm water management plan approval, woodlands and wetlands permits, façade approval, landscape approval and engineering plan approval, and payment of review and inspection fees and performance guarantees pertaining to the proposed development of the Gas Station Parcel—except as expressly provided in this Agreement.

The building design, façade, and elevations shall be substantially similar (as determined by the City) to that submitted as part of the

Owners/Developers' final approval request, as depicted in **Exhibit D**, or as the same shall be approved by the City in connection with the site plan approval of the improvements to be constructed on the Gas Station Parcel, it being acknowledged and agreed that the final site plan may be modified if approved by the City without the requirements of obtaining the approval of the owner(s) of the Adjacent Novi Mile Parcels.

Owners/Developers shall, in connection with the site plan approval process, seek and obtain a parcel division to create the 1.81-acre Gas Station Parcel as contemplated in the PRO plan in accordance with applicable provisions of law and ordinance. For purposes only of the land division to create the 1.81-acre parcel, the provisions of this Agreement relating to the Collector Road shall be considered to have met any public road access requirements for the remaining portion of the parcel to the east.

C. Owners/Developers shall provide the following **Public Benefits/Public Improvements** in connection with the development of the Land:

(1) Conveyance of Right-of-Way for a Collector Road. The parties acknowledge and agree that a fundamental purpose of this Agreement is to document the Owners/Developers' obligation, in connection with the rezoning of the Gas Station Parcel from the Existing Classification to the Proposed Classification, to construct at no cost to the City a three-lane public Collector Road from Beck Road to Grand River Avenue (the "Collector Road") and to convey by warranty deed to the City in connection with the Collector Road a 60-foot wide right-of-way, together with a 5-foot utility easement on each side of the right-of-way ("Collector Road Right-of-Way"). The parties acknowledge and agree that the road right-of-way and construction is the primary "public benefit" under the proposed PRO, without a guarantee of which the rezoning would not satisfy the requirement for a PRO.

With the exception of the portion of the Collector Road Right-of-Way along and adjacent to the frontage of the Gas Station Parcel, which shall be located as shown on the PRO Plan and constructed at the time of development of the Gas Station Parcel if that development occurs first (the "Gas Station Portion of the Collector Road"), and also with the exception of the access points on Grand River and on Beck Road, which shall be and remain in the locations shown on the PRO Plan, the location of the Collector Road is shown on the attached **Exhibit E** as a conceptual configuration. The City acknowledges that configuration of the Collector Road shall initially be in the location shown on the attached **Exhibit E**, but may be subject to reconfiguration as provided below (other than the Gas Station Portion of the Collector Road). Owners/Developers agree that even if the configuration of the Collector Road changes from the

configuration shown **Exhibit E**, the Collector Road improvements shall in all events: (a) provide the access points from Grand River Avenue and Beck Road in the locations shown on **Exhibit E**; and (b) comply with the design and construction standards for roads within the City of Novi.

As further described in subparagraphs (2) and (3) below, the parties expect that the Owners/Developers will construct the Gas Station Portion of the Collector Road at the time of construction of the improvements on the Gas Station Parcel (which is expected to occur before the development of the Adjacent Novi Mile Parcels), and that the remainder of the Collector Road will be constructed either (i) at the time of the first construction of a building, structure, or parking lot on the *first* of the Adjacent Novi Mile Parcels, or any portion or part thereof, as provided in Recital V.C(3) below, or (ii) in connection with the development of a parcel abutting the proposed Collector Road but located outside of the Adjacent Novi Mile Parcels (collectively, the "Abutting Parcels" as shown on **Exhibit E**) as provided in Recital V.C(3) below, if the development approval requires construction of the remaining portion of the Collector Road. The parties further intend that the right-of-way for the Collector Road will be formally dedicated to and accepted by the City in connection with the construction of each part of the Collector Road in accordance with City ordinances governing dedication and acceptance of roads and utilities.

In order to ensure the construction of the entire Collector Road and the conveyance of the Collector Road Right-of-Way for the portion of the Collector Road that is not constructed with the gas station development (i.e., the portion to be constructed on the Adjacent Novi Mile Parcels), Owners/Developers shall deliver into escrow, with an escrow agent mutually agreed to by the parties a deed (or deeds) and easement (or easements) for the entire Collector Road Right-of-Way at the initial location and in the initial configuration shown in **Exhibit E**, which shall include separate deed(s) and easement(s) for the Gas Station Portion of the Collector Road and the remainder of the Collector Road to be constructed on the Adjacent Novi Mile Parcels. The deed(s) and easement(s) ("conveyance documents") shall be in a form acceptable to the City and Owners/Developers and shall be substantially in accordance with the form of deed and easement attached hereto as **Exhibit F**. Except as otherwise provided in this subparagraph (1), the conveyance document shall be placed into escrow within 60 days of the effective date of this Agreement.

The form of the escrow agreement shall be agreed upon by the parties. Subject to the limitations set forth in this Agreement, the escrow documents shall be considered to be delivery of the conveyance documents, but shall permit the parties to modify the legal description and location of the Collector Road Right-of-Way for the remainder of the Collector Road before the release and recording of the conveyance

documents and shall not preclude the location of the Collector Road Right-of-Way for the remainder of the Collector Road from being modified even after the recording of the deed by agreement with the City to reconvey a portion of the Collector Road Right-of-Way to the Owners/Developers in connection with a reconfiguration of the Collector Road Right-of-Way approved by the City as to that part of the Collector Road not built with the gas station development (i.e., the Gas Station Portion of the Collector Road). The conditions and circumstances under which the conveyance documents relating to the remainder of the Collector Road may be removed from escrow and recorded are set forth below in subparagraph (3).

Owners/Developers acknowledge that approximately one-half (30 feet) of the right-of-way for the proposed Gas Station Portion of the Collector Road, as well as an area of the Collector Road east of that Portion, are located on the property to the south of the Gas Station Parcel, and designated Parcel No. 22-16-176-033. Owners/Developers shall be responsible to secure a warranty deed and the corresponding five (5) foot easement for the entire proposed Collector Road Right-of-Way not owned by Owners/Developers from the Owner of such parcel in connection with the placement of the deed/easement into escrow as set forth above in this Recital, but in no event later than the time of preliminary site plan approval unless otherwise permitted by the City.

(2) Construction of a Portion of the Collector Road with Gas Station Development. If, as the parties expect, the development of the Gas Station Parcel occurs before development of any of the Adjacent Novi Mile Parcels, Owners/Developers shall construct the Gas Station Portion of the Collector Road that is shown on the PRO Plan, **Exhibit D**, as the access for the gas station development, at the time of the construction of the improvements on the Gas Station Parcel (i.e., that portion that is part of or abutting/adjacent to the entire frontage of the Gas Station Parcel). Owners/Developers shall post the performance guarantees required by the City of Novi Code of Ordinances to construct the road as a site improvement to be dedicated to the City as to the Gas Station Portion of the Collector Road. The Gas Station Portion of the Collector Road (and any public utilities located therein) shall be designed and built to public road standards as set forth in the City of Novi Code of Ordinances. The Gas Station Portion of the Collector Road shall be dedicated to and accepted by the City in accordance with the procedures set forth in the City's Code of Ordinances.

The Collector Road shall be constructed so as to provide a temporary cul-de-sac at the immediate end of the Gas Station Portion of the Collector Road unless the location is revised by the City at the time of site plan approval (i.e., *not* in the location shown on the attached **Exhibit E**). The



temporary cul-de-sac shall be built to the City's design and construction standards as set forth in the City of Novi Code of Ordinances; provided, however, that until construction of the remaining portion of the Collector Road, the cul-de-sac area is not required to be paved but may be gravel; and further provided that the Owners/Developers shall maintain such temporary cul-de-sac area, until such time as it has been accepted by the City.

Except as otherwise authorized by the City, the Owners/Developers shall tender the Gas Station Portion of the Collector Road constructed with the Gas Station development at the same time as its request for a temporary certificate of occupancy, and shall undertake all activities, improvements, and efforts necessary to accomplish the acceptance as specified in the City's Code of Ordinances within a reasonable time of its initial commencement. The City agrees to accept the Gas Station Portion of the Collector Road as a public road when the requirements for dedication and acceptance set forth in the City's Code of Ordinances have been met.

As part of its obligation in this subparagraph (2), Owners/Developers shall comply with all requirements of MDOT and/or the Road Commission for Oakland County (RCOC) to the extent that MDOT and/or RCOC has jurisdiction over the completion of such improvements and, to the extent that any permits are issued by MDOT and/or RCOC with respect to such improvements, Owners/Developers shall comply with any conditions or requirements identified in the permits issued by MDOT and RCOC for purposes of such improvements. In the event the access points shown on the attached **Exhibit E** are required by MDOT or RCOC to be altered or shifted, the City shall mutually and reasonably agree on an alternate location that most closely provides the benefits of the location shown on **Exhibit E**.

(3) Construction of the Remainder of the Collector Road with Future Development. If, as the parties expect, the Gas Station Portion of the Collector Road section is built first, Owners/Developers shall commence construction of the remainder of the Collector Road at the time the Owners/Developers commence "construction" of a building, structure, or parking lot on any portion of any of the Adjacent Novi Mile Parcels. For purposes of this subparagraph (3), "construction" shall mean the commencement of construction of a building, structure, or parking lot on any of the Adjacent Novi Mile Parcels, as defined in the City's Code of Ordinances; provided, however, that nothing herein shall be deemed to require the commencement of construction of the remainder of the Collector Road in connection with land development activities on the Adjacent Novi Mile Parcels that do not involve or are not related to construction of a building, structure, or parking lot on any of the Adjacent Novi Mile Parcels. This obligation to construct the remainder of the

Collector Road shall arise upon the "construction" of a building, structure, or parking lot on any portion of the Adjacent Novi Mile Parcels as they exist at the time of this Agreement, but shall arise regardless of whether the proposed building, structure, or parking lot is proposed to be accessed by the Collector Road; provided, however, that such obligation to construct the remainder of the Collector Road shall in no event arise as a result of the installation of storm water detention pond(s) or other development-type improvements on the Adjacent Novi Mile Parcels which are required in connection with the development of the Gas Station Parcel.

Except as otherwise provided in this Agreement with respect to the initial development of the Abutting Parcels, the final configuration and location of the Collector Road shall be determined in connection with the site plan approval for the first development of any portion of any of the Adjacent Novi Mile Parcels.

Owners/Developers may not avoid the obligation to develop the Collector Road by splitting or dividing the parcels or seeking such a split or division; provided, however, that it is expressly acknowledged that Owners/Developers shall have the right to split and/or divide its parcels in accordance with applicable laws, ordinances, and procedures. Owners/Developers acknowledge and agree that such actions may require the provision of the Collector Road Right of Way if and to the extent public road access is required by applicable laws, ordinances, and procedures to secure approval. Owners/Developers expressly agree that no temporary or final certificates of occupancy for any building, structure, or parking lot constructed on any portion of the Adjacent Novi Mile Parcels, shall be issued until the Collector Road Right-of-Way has been provided and the Collector Road has been built or has been otherwise provided for as part of the development approval process in a manner acceptable to the City.

To secure performance of this obligation, Owners/Developers shall also post, at the same time required for posting of guarantees for site development in connection with the first development of any portion of the Adjacent Novi Parcels, the performance guarantees required by the City of Novi Code of Ordinances to construct the road as a site improvement to be dedicated to the City, as to that portion of the Collector Road to be constructed at such time.

The remainder of the Collector Road shall be designed and built to public road standards as set forth in the City of Novi Code of Ordinances. The Owners/Developers shall tender the portion of the Collector Road constructed pursuant to this subparagraph (3) at the same time as its request for a temporary certificate of occupancy for a building, structure, or parking lot constructed on any portion of the Adjacent Novi Mile

Parcels abutting the Collector Road, and shall undertake all activities, improvements, and efforts necessary to accomplish the acceptance as specified in the City's Code of Ordinances within a reasonable time of its initial commencement. The City agrees to accept such portion of the Collector Road as a public road when the requirements for dedication and acceptance set forth in the City's Code of Ordinances have been met.

The Owners/Developers shall not be obligated to commence construction of the Collector Road as a result of the development of or construction on the Abutting Parcels; provided, however, that in the event that a property owner owning an Abutting Parcel proposes to commence construction of a building or other structure on its property and is required by the City to install the Collector Road in connection with the completion of its development of its property, then, upon request by the City, the conveyance documents relating to and conveying the remainder of the Collector Road Right-of-Way in the location as currently shown on **Exhibit E** shall be released from escrow to the City for recording in connection with the construction, dedication, and acceptance of the Collector Road. The City shall give Owners/Developers sixty (60) days' written notice at the above addresses of its intent to require release of the deed(s) easement for construction of the Collector Road in connection with the development of the Abutting Parcel. Within that sixty (60) day time period, the Owners/Developers shall be permitted to propose a new or alternate location for the remainder of the Collector Road that: (a) provides the access points from Grand River Avenue and Beck Road in the locations shown on **Exhibit E**; and (b) complies with the design and construction standards for roads within the City of Novi. The modified location shall not deprive the Abutting Parcels of the intended public road access and frontage. If such modified location is approved by the City, revised conveyance documents in a form acceptable to the City shall be provided to the City. The revised conveyance documents shall provide that, if the Owners/Developers desire to modify the location of the Collector Road Right-of-Way that is not adjacent to the Abutting Parcels and in a manner and to a location that is approved by the City, they shall do so at their sole cost and expense and the City shall reconvey to them any portion of the Collector Road Right-of-Way necessary in order to implement the relocation of the Collector Road Right-of-Way.

If the owner of an Abutting Parcel is required by the City to build the remaining portion of the Collector Road, the Owners/Developers shall be relieved of their obligations to construct the Collector Road under this Agreement only if and to the extent that: (i) the owner of the Abutting Parcel posts all required performance guarantees to build the remaining portion of the Collector Road; and (ii) the owner of the Abutting Parcel actually commences development of its property and/or construction of the remaining portion of the Collector Road such that the City has the

right and authority to take or execute on the performance guarantee and to complete construction of the road itself. In such event, Owners/Developers shall have no obligations to install the Collector Road and shall be permitted to construct/develop the Adjacent Novi Mile Parcels and obtain certificates of occupancy with respect to the buildings constructed thereon upon the completion, dedication, and acceptance of the Collector Road, without the requirement that Owners/Developers install the Collector Road. In the event that the owner of an Abutting Parcel has commenced installation of the Collector Road but thereafter fails to complete the installation of the Collector Road, then the City shall undertake reasonable actions as it determines to be within its authority to cause the Collector Road to be completed by the owner or developer of the Abutting parcel in accordance with the City's Code of Ordinances.

The parties acknowledge that the remainder of the Collector Road will be built in, across, and through the Adjacent Novi Mile Parcels owned by the Owners/Developers. In the event that the owner or developer of the Abutting Parcel fails or refuses to complete the remainder of the Collector Road, and the City has determined that the owner or developer of the Abutting Parcel is in default of its obligation but has not secured compliance with such obligation, then the Owners/Developers may give the City sixty (60) days' notice of their intention to complete the remainder of the Collector Road. To the extent that the Owners/Developers complete the remainder of the Collector Road, and the City has taken or executed upon and secured the performance guarantees posted by the owner or developer of the Abutting Parcel, the City of Novi shall reimburse the Owners/Developers for the reasonable costs incurred by the Owners/Developers in connection with the completion of the remainder of the Collector Road from such funds up to the amount of the guarantee secured.

The City acknowledges that the Adjacent Novi Mile Parcels are not proposed to be developed with buildings or other improvements at this time. The only requirements with regard to the Adjacent Novi Mile Parcels relate to conveyance of the Collector Road Right-of-Way and requirements for construction of the Collector Road as set forth in this Agreement. The City further acknowledges that the obligations pertaining to the Collector Road Right-of-Way and construction shall be the obligations of the Owners/Developers, and shall not be an obligation of the owner of the Gas Station Parcel, if the owner of the Gas Station Parcel is different from Owners/Developers as a result of a conveyance or other transfer.

If any portion of the Adjacent Novi Mile Parcels is developed before the development of the Gas Station Parcel (i.e., if the gas station development does not occur first as contemplated by the parties, and the Adjacent Novi Mile Parcels are developed first), the entire Collector Road shall be



constructed with the construction of the first building, structure, or parking lot on the *first* of the Adjacent Novi Mile Parcels to be developed and the Collector Road Right-of-Way and the Collector Road shall be tendered for acceptance by the City in accordance with the City's Code of Ordinances in connection with construction of the first building on the Adjacent Novi Mile Parcels.

In connection with the acceptance of the entire Collector Road by the City (i.e., the Gas Station Portion and the remaining portion as described in this Agreement), the City shall execute and deliver to the owner(s) of the Adjacent Novi Mile Parcels recordable release(s) of this Agreement whereby this Agreement shall be released and discharged from the Adjacent Novi Mile Parcels such that this Agreement shall be deemed to be an agreement solely between the City and the owner of the Gas Station Parcel.

(4) Limitations on Left Turns onto Beck Road. The PRO Plan (Exhibit D) does not contemplate limiting left turns out of the Gas Station Parcel. If the gas station development on the Gas Station Parcel occurs before the development of the Adjacent Novi Mile Parcels, the City has determined not to limit such turning movements in connection with that sole development at the time of site plan approval. However, the City retains all of its authority to regulate any and all traffic and traffic movements at any time in the public health, safety, and welfare. Owners/Developers specifically acknowledge that at the time that any portion of the Adjacent Novi Mile Parcels are developed, or if the Abutting Parcels are developed, or following completion and acceptance of the Collector Road linking Beck Road and Grand River Avenue, or if the City or RCOC determines that traffic conditions in the area so require, the City and/or RCOC shall have the right to limit or prohibit left turns out onto Beck Road, either as part of site plan approval for any future development or by way of appropriate traffic control action; provided, however, that nothing in this Agreement shall preclude Owners/Developers from seeking approval for left turns out onto Beck Road under specified conditions (e.g., with additional Beck Road improvements, or at certain times) as part of the development/site plan approval or otherwise.

(5) Access Easement to Sanitary Sewer Force Main. Owners/Developers shall provide at the time of final site plan approval for the gas station development on the Gas Station Parcel an 18-foot wide Access Easement to allow access to the City's sanitary sewer force main over the east side of the Gas Station Parcel in the location shown on the PRO Plan. Such easement shall be in a form acceptable to the City. Owners/Developers, in connection with the Gas Station site improvements, will provide a mountable curb and pavement capable of supporting 35 tons to the MDOT right-of-way within the access easement area. The easement shall require

the City to repair any damage caused to the Owners/Developers' property as a result of such activities and shall further provide for reasonable relocation rights for the benefit of Owners/Developers to the extent necessary in order to develop the property subject to the easement.

(6) Improvements to MDOT Storm Water Basin. In connection with Owners/Developers' development plans for the Gas Station Parcel, Owners/Developers shall make their good faith efforts to seek any necessary approvals to improve the existing basin (the "MDOT Basin") located within the I-96 ROW and east of Beck Road to provide additional storm water quality and quantity treatment for the drainage basin area. The work contemplated may include deepening the MDOT Basin to create a wet detention basin to provide additional storage, permanent water and treatment for the Land and the public road ROW drainage (SPUI, Beck Road and Grand River Avenue). The storm water management system will be designed in accordance to the City of Novi's storm water standards. Minor improvements to the existing outlet structure may also be required as part of the MDOT Basin's improvements. Notwithstanding anything contained herein to the contrary, however, in no event Owners/Developers be required to improve the MDOT Basin.

The parties acknowledge that the necessary approvals and agreements have not been secured for the above-described improvements, and that such approvals and agreements may not be possible. The parties therefore agree that this provision does not impose a condition on Owners/Developers that such approvals be issued prior to commencement of development of the Land or construction thereon. The City agrees to participate in any discussions or negotiations with MDOT; provided, however, that the City has no obligation to participate financially or otherwise in any specific improvements (e.g., a Chapter 4 or Chapter 20 drain) or to agree to specific improvements or obligations.

In the event that all such approvals have been obtained in order to improve the MDOT storm water basin north of the Gas Station Parcel and adjacent to the I-96 freeway, Owners/Developers will retain any and all obligations to maintain the improvements in the basin, subject to the City's right (but not obligation) to perform necessary maintenance if Owners/Developers fail to do so and to charge the cost of doing so to Owners/Developers. Any and all improvements proposed to the MDOT storm water basin are subject to review and approval by the City at the time of preliminary site plan review.

If no agreement is reached with MDOT by the time of preliminary site plan submittal, Owners/Developers shall provide for storm water detention on the Adjacent Novi Mile Parcels as approved by the City at site plan review and in such event, the obligations on Owners/Developers under

this Recital V(6) pertaining to the MDOT Basin shall be deemed null and void and of no further force and effect.

- VI. The parties acknowledge that this Agreement contains terms and conditions in addition to the PRO Conditions, all of which are binding on Owners/Developers; provided, however, that in the event of a transfer of the Gas Station Parcel to a third party, such third party shall not have, by virtue of that transfer, any obligations in connection with the requirements to convey the Collector Road Right-of-Way on the Adjacent Novi Mile Parcels or to build the remaining portion of the Collector Road on the Adjacent Novi Mile Parcels, which such obligations shall remain the obligations of the Owners/Developers.

***NOW, THEREFORE, IT IS AGREED AS FOLLOWS:***

- I. Each and every provision, representation, term, condition, right, and obligation set forth in Recitations I-VI is incorporated as a part of this Agreement.

Upon the Proposed Classification becoming final following entry into this Agreement, and as otherwise provided in the PRO Ordinance, Section 3401 *et seq.* of the City's Zoning Ordinance:

- a. No use of the Gas Station Parcel shall be allowed except the use shown on the PRO Plan, Exhibit D incorporated herein, for an approximately 6,820 square foot gas station and market with an attached drive-through restaurant. Site plan review for the development of the Gas Station Parcel is required in accordance with the terms of the City's Ordinances; provided, however, that modifications to the improvements to be constructed on the Gas Station Parcel shall be permitted subject to the City of Novi's approval and without a requirement of obtaining the approval of the owner(s) of the Adjacent Novi Mile Parcels;
- b. Owners/Developers and their successors, assigns, and/or transferees shall act in conformance with the PRO Plan and PRO Conditions, including the provision of the Public Benefits/Public Improvements, all as described above and incorporated herein; provided, however, the obligations of the Owners/Developers relating to construction of the remainder of the Collector Road across the Adjacent Novi Mile Parcels shall not apply to the owner of the Gas Station Parcel if different from the Adjacent Novi Mile Parcels as a result of a conveyance or other transfer;
- c. Owners/Developers and their successors, assigns, and/or transferees shall forbear from acting in a manner inconsistent with the PRO Plan and PRO Conditions, and the Public Benefits/Public Improvements, all as described in the Recitations above and incorporated herein; and

- d. Owners/Developers shall commence and complete all actions necessary to carry out the PRO Plan and all of the PRO Conditions and Public Benefits/Public Improvements, all as described in the Recitations above and incorporated herein.
2. The following deviations from the standards of the City's Zoning Ordinance with respect to the Gas Station Parcel are hereby authorized pursuant to Section 3402.D.1.c of the City's Zoning Ordinance:
    - (a) the required front yard parking setback of 20 feet shall be reduced to 10 feet;
    - (b) the required exterior side yard setback of 20 feet shall be reduced to 5 feet;
    - (c) the required interior side yard setback of 10 feet shall be reduced to 5 feet;
    - (d) required setback for the proposed dumpster of 10 feet shall be reduced to 5 feet;
    - (e) the required 3-foot tall berm along the Beck Road frontage is waived, provided that additional plantings as generally described on **Exhibit D** are installed in the right-of-way as reasonably required by the Planning Commission at the time of site plan approval;
    - (f) the required 3-foot tall berm along the I-96 frontage is waived, provided that additional plantings as generally described on **Exhibit D** are installed in the right-of-way as reasonably required by the Planning Commission at the time of site plan approval;
    - (g) the required 3-foot tall berm along the access road frontage is waived, provided that a partial berm as generally described on **Exhibit D** and partial 3-foot tall wall as generally depicted on **Exhibit D** and as shown on the PRO Plan;
    - (h) the interior parking lot landscaping is reduced by 333 square feet (2,687 square feet required, 2,356 square feet provided);
    - (i) the required building foundation planting on the south side of the building is waived;
    - (j) the required foundation planting area is reduced by 1,482 square feet (2,768 square feet required, 1,286 square feet provided);



(k) the end island at northwest corner of the site may be striped instead of landscaped;

(l) two same-side driveway spacing waivers are granted for the proposed access drives on the Collector Road (125 feet required, 90 feet and 61 feet provided);

(m) the signage identified on **Exhibit D** shall be permitted. Any additional signs on the Gas Station Parcel shall require approval of City Council.

(n) The gas station canopy shall include EIFS instead of flat metal panels as shown on **Exhibit D**. The cultured stone columns on the canopy shall be as shown on **Exhibit D**.

(o) Three (3) parking spaces at the center of the eastern-most row of parking shall be landbanked to provide additional space for landscaping and screening of loading zone.

3. Owners/Developers shall be permitted to install an additional curb cut along Grand River Avenue west of the Collector Road in a location to be determined at the time of site plan approval for adjacent development.
4. Owners/Developers acknowledge and agree that the City has not required the submission of the PRO application, the PRO Plan, or the PRO Conditions, including the Public Benefits/Public Improvements. The PRO application, the PRO Plan, and the PRO Conditions, including the Public Benefits/Public Improvements, have been voluntarily offered by Owner in order to provide an enhanced use and value of the Land, including the Gas Station Parcel and the Adjacent Novi Mile Parcels, to protect the public safety and welfare, and to induce the City to rezone the Gas Station Parcel to the Proposed Classification so as to provide material advantages and development options for the Owners/Developers.
5. Each of the provisions, requirements and conditions in this Agreement represents a necessary and reasonable measure, which, when considered with all other conditions and requirements, is roughly proportional to the burdens and increased impact that will be created by the uses allowed by the approved rezoning to the Proposed Classification, taking into consideration the changed zoning district classification and the specific use authorization granted.
6. In the event the Owners/Developers or their respective successors, assigns, and/or transferees attempt to proceed, or do proceed, with actions to complete improvement of the Gas Station Parcel in any manner other than as an approximately 6,820 square foot gas station and market and an attached drive-through restaurant as shown on **Exhibit D**, including the construction of the Gas

Station Portion of the Collector Road, other than as permitted under this Agreement, the City shall be authorized to revoke all outstanding building permits and any certificates of occupancy issued for such building and use on the Gas Station Parcel. In the event the Owners/Developers fail or refuse to timely provide the Gas Station Portion of the Collector Road Right-of-Way, the City shall be entitled to release of the conveyance documents for that portion of the right-of-way. The rights in this Paragraph 6 are in addition to the legal and equitable rights that the City has by statute, ordinance, or other law.

7. In addition to the provisions in Paragraph 6 above with respect to development of the Gas Station Parcel, in the event the Owners/Developers, or their respective successors, assigns, and/or transferees proceed with a proposal for, or undertake any other pursuit of, development of the Gas Station Parcel in a manner that is in material violation of the PRO Plan or the PRO Conditions, the City shall, following notice and a reasonable opportunity to cure, have the right and option to take action, using the procedure prescribed by law for the amendment of the Master Plan and Zoning Ordinance, to amend the Master Plan and/or zoning classifications of the Gas Station Parcel to a reasonable classification determined appropriate by the City, and neither the Owners/Developers nor their respective successors, assigns, and/or transferees, shall have any vested rights in the Proposed Classification and/or use of the Gas Station Parcel as permitted under the Proposed Classification; provided, however, that the obligations of the Owners/Developers pertaining the conveyance and completion of the Collector Road and the development of the Adjacent Novi Mile Parcels shall only bind the owners of the Adjacent Novi Mile Parcels and shall not bind the owner of the Gas Station Parcel (if different from the Owners/Developers). Owners/Developers and their respective successors, assigns, and/or transferees shall be estopped from objecting to the rezoning and reclassification to such reasonable classification based upon the argument that such action represents a “downzoning” or based upon any other argument relating to the approval of the Proposed Classification and use of the Gas Station Parcel; provided, however, that this provision shall not preclude Owners/Developers from otherwise challenging the reasonableness of such rezoning as applied to the Gas Station Parcel.

If Owners/Developers, or their respective successors, assigns, and/or transferees, fail to comply with their obligations to provide the Collector Road Right-of-Way, or build the remaining portion of the Collector Road, or the entire Collector Road, either with the *first* “construction” of a building, structure, or parking lot on any portion of any of the Adjacent Novi Mile Parcels, or as required in connection with the development of the Abutting Parcels, the City shall be permitted to remove the deeds/easements (conveyance documents) referred to in Recital V.C(1) and (3) from escrow and to record them in order to convey the right-of-way and easements to the City. The City shall give the Owners/Developers sixty (60) days’ notice of its intention to remove the conveyance documents from escrow.

The City may also refuse to issue any certificate of occupancy for any building, structure, or parking lot constructed on the Adjacent Novi Mile Parcels until such obligations have been satisfied or otherwise provided for to the City's satisfaction. The parties acknowledge that this remedy is in addition to any other rights and remedies that the City has or will have with regard to the performance guarantees issued in connection with the construction of the Collector Road, which shall be posted for the completion of the remainder of the Collector Road at the time initial development permits are issued in connection with the *first* construction of a building, structure, or parking lot on any portion of any of the Adjacent Novi Mile Parcels in accordance with the City's Code of Ordinances.

8. By execution of this Agreement, the City, and Owners/Developers (and their successors, assigns, and transferees) each acknowledge and agree that following the construction, dedication and acceptance of the entire Collector Road to the City, this Agreement shall be automatically terminated and released with respect to the Adjacent Novi Mile Parcels and shall become an agreement solely between the owner of the Gas Station Parcel and the City, and, upon request, the City and the owner of the Gas Station Parcel (if different from Owners/Developers) shall execute such documentation as may be reasonably requested by the Owners/Developers to evidence the termination and release of this Agreement; provided, however, that such termination and release shall be deemed effective by operation of law following acceptance by the City of the entire Collector Road, and no further documentation shall be necessary to evidence the termination and release of this Agreement from the Adjacent Novi Mile Parcels.
9. By execution of this Agreement, Owners/Developers acknowledge that they have acted in consideration of the City approving the Proposed Classification on the Gas Station Parcel, and Owners/Developers agree to be bound by the provisions of this Agreement.
10. After consulting with an attorney, Owners/Developers understand and agree that this Agreement is authorized by and consistent with all applicable state and federal laws and constitutions, that the terms of this Agreement are reasonable, that they shall be estopped from taking a contrary position in the future, and that the City shall be entitled to injunctive relief to prohibit any actions by the Owners/Developers inconsistent with the terms of this Agreement.
11. This PRO Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, assigns and transferees. This Agreement shall be recorded with the office of the Oakland County Register of Deeds as to all affected parcels, including the Adjacent Novi Mile Parcels, and the rezoning to the Proposed Classification shall not become effective until such recording has occurred. The Escrow Agreement referred to in Recital V.C(1) shall also be recorded in its entirety as to all affected parcels, including the Adjacent Novi Mile Parcels.

The City acknowledges that the Adjacent Novi Mile Parcels may be divided or condominiumized in accordance with all applicable laws, ordinances, and regulations, and that portions of the Adjacent Novi Mile Parcels may be conveyed to third parties as allowed by law. However, Owners/Developers acknowledge that applicable laws, ordinances, and regulations may require the provision of a public road in connection with such approvals, and that this Agreement does not alter or vary those requirements. The parties agree that a third party purchaser shall not by virtue of this Agreement be obligated to construct the Collector Road. However, such obligations shall be and remain the obligations of Owners/Developers under this Agreement. Owners/Developers also acknowledge and agree on behalf of themselves and their successors, assigns, and/or transferees that: (i) this Agreement binds all successors, assigns, and transferees as to the preclusion of development and/or construction of buildings, structures, or parking lots on Adjacent Novi Mile Parcels without the conveyance/construction of the entire Collector Road; (ii) no permits for development will be issued by the City as to the Adjacent Novi Mile Parcels until performance guarantees for the Collector Road are posted; and (iii) no occupancy permits of any kind will be issued as to the Adjacent Novi Mile Parcels until the Collector Road has been accepted by the City.

If Owners/Developers transfer any portion of the Adjacent Novi Parcels that include the Collector Road Right-of-Way as described in Exhibit E, then the conveyance documents under the Escrow Agreement as required above shall be amended accordingly to reflect the transfer of ownership and continued conveyance obligations.

12. The parties agree to work in good faith to implement the terms of this Agreement, to permit the development of the land in accordance with the terms hereof, and to meet as and when reasonably required in order to address issues of concern to either party in connection with the development of the land and the matters contemplated under this Agreement.
13. This Agreement has been duly authorized by all necessary action of the Owners/Developers and the City.
14. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided by law.
15. In the event that there is a failure by the Owners/Developers to timely perform any obligations undertaken required by this Agreement, the City shall serve written notice thereof setting forth such default and shall provide the Owners/Developers with the reasonable period of time to cure any such default.



16. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.
17. If the rezoning of the Gas Station Parcel becomes void in the manner provided in the Ordinance and this Agreement, or if this Agreement is held by a court of competent jurisdiction to be void or of no force and effect, then the zoning classification pertaining to the Gas Station Parcel shall revert to the Existing Classification.
18. This agreement may be amended only as provided in the Zoning Ordinance, Section 3401, *et seq.*
19. This Agreement may be signed in counterparts.

**(SIGNATURES ON NEXT PAGE)**

THE UNDERSIGNED have executed this Agreement effective as of the day and year first written above.

**NOVI MILE, LLC**  
a Michigan limited liability company

By: \_\_\_\_\_

Its: Managing Member

STATE OF MICHIGAN     )  
                                          ) ss.  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me appeared \_\_\_\_\_, Managing Member of Novi Mile, LLC, a Michigan limited liability company who states that he has signed this document of his own free will, duly authorized on behalf of the company.

\_\_\_\_\_  
Notary Public

**CP NOVI CENTER, LLC**  
a Michigan limited liability company

By: \_\_\_\_\_

Its: Managing Member

STATE OF MICHIGAN     )  
                                          ) ss.  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me appeared \_\_\_\_\_ Managing Member of CP Novi Center, LLC, a Michigan limited liability company, who states that he has signed this document of his own free will duly authorized on behalf of the company.

\_\_\_\_\_  
Notary Public

**CITY OF NOVI**

\_\_\_\_\_  
Print Name:

By:

\_\_\_\_\_  
David B. Landry, Mayor

\_\_\_\_\_  
Print Name:

By:

\_\_\_\_\_  
Maryanne Cornelius, Clerk

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

STATE OF MICHIGAN    )  
                                  ) ss.  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me appeared David B. Landry and Maryanne Cornelius, who stated that they had signed this document of her own free will on behalf of the City of Novi in their respective official capacities, as stated above.

\_\_\_\_\_  
Notary Public

Drafted by:

Thomas R. Schultz  
30903 Northwestern Highway  
Farmington Hills, MI 48334

When recorded return to:

Maryanne Cornelius, Clerk  
City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375-3024

## Index of Exhibits

Exhibit A.....Parcels Owned by "Novi Mile, LLC" and "CP Novi Center, LLC"

Exhibit B.....Gas Station Parcel

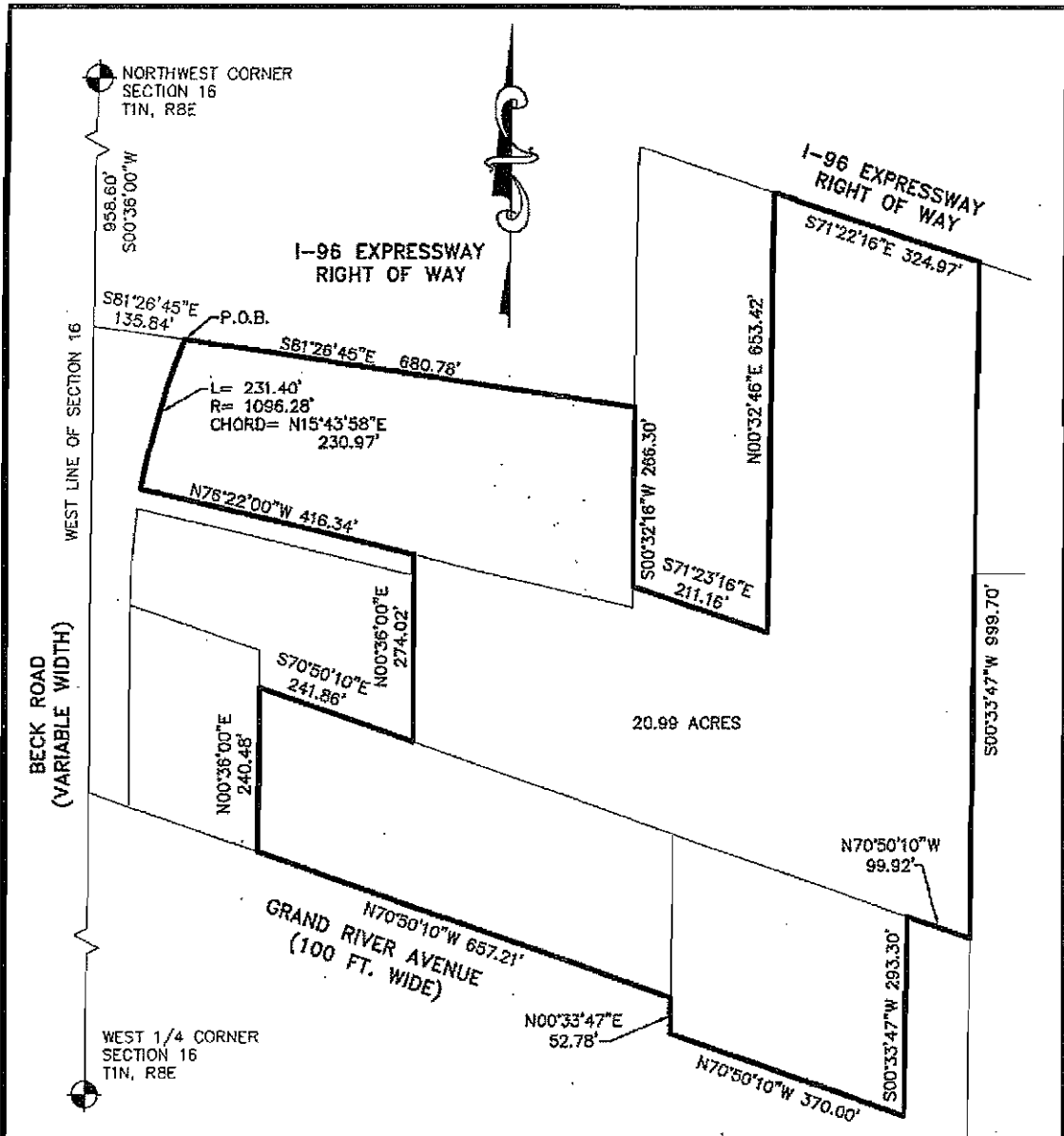
Exhibit C.....Parcels Owned by Applicant Excluding the Gas Station Parcel

Exhibit D.....Planned Rezoning Overlay Plan

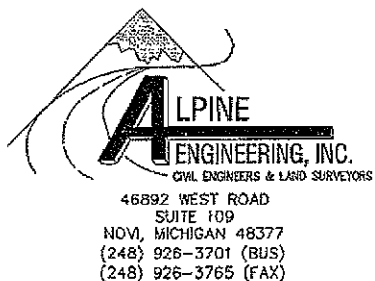
Exhibit E.....Collector Road Plan

Exhibit F.....Deed and Easement for Collector Road



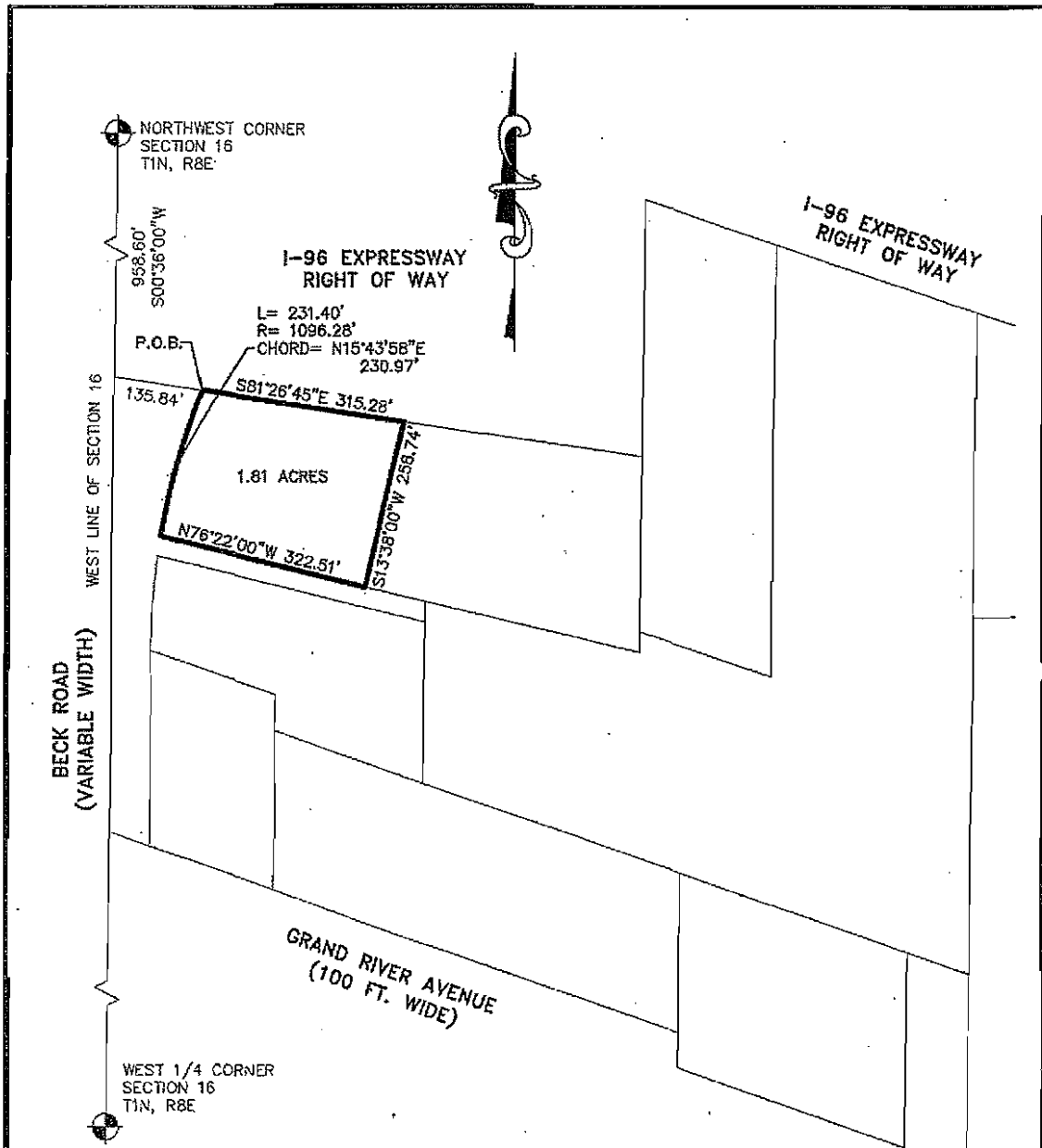


20.99 ACRE PARCEL COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E 135.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S81°26'45"E 680.78 FEET; THENCE S00°32'16"W 266.30 FEET; THENCE S71°22'16"E 324.97 FEET; THENCE S00°33'47"W 999.70 FEET; THENCE N70°50'10"W 99.92 FEET; THENCE S00°33'47"W 293.30 FEET; THENCE N70°50'10"W 370.00 FEET; THENCE N00°33'47"E 52.78 FEET; THENCE N70°50'10"W 657.21 FEET; THENCE N00°36'00"E 240.48 FEET; THENCE S70°50'10"E 241.86 FEET; THENCE N00°36'00"E 274.02 FEET; THENCE N76°22'00"W 416.34 FEET; THENCE 231.40 FEET ALONG THE ARC OF A 1096.28 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N15°43'58"E 230.97 FEET TO THE POINT OF BEGINNING, CONTAINING 20.99 ACRES OF LAND, MORE OR LESS, BEING PART OF THE NORTHWEST 1/4 OF SAID SECTION 16, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

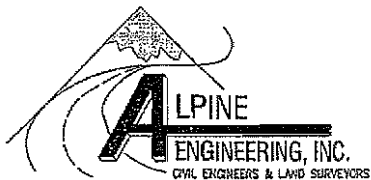


|                          |                |                                      |           |
|--------------------------|----------------|--------------------------------------|-----------|
| CLIENT:                  | NOVI MILE, LLC | DATE:                                | 3/17/2010 |
|                          |                | DRAWN BY:                            | JIF       |
| <b>EXHIBIT A</b>         |                | CHECKED BY:                          | GLM       |
| <b>20.99 ACRE PARCEL</b> |                |                                      |           |
| SECTION: 16              | TOWNSHIP: 1 N  | RANGE: 8 E                           |           |
| CITY OF NOVI             |                | FBK: 212                             | 1         |
| OAKLAND COUNTY           |                | CHR: BAJ                             |           |
| MICHIGAN                 |                | SCALE: HOR 1"=200 FT.<br>VER 1"= FT. |           |

08-278

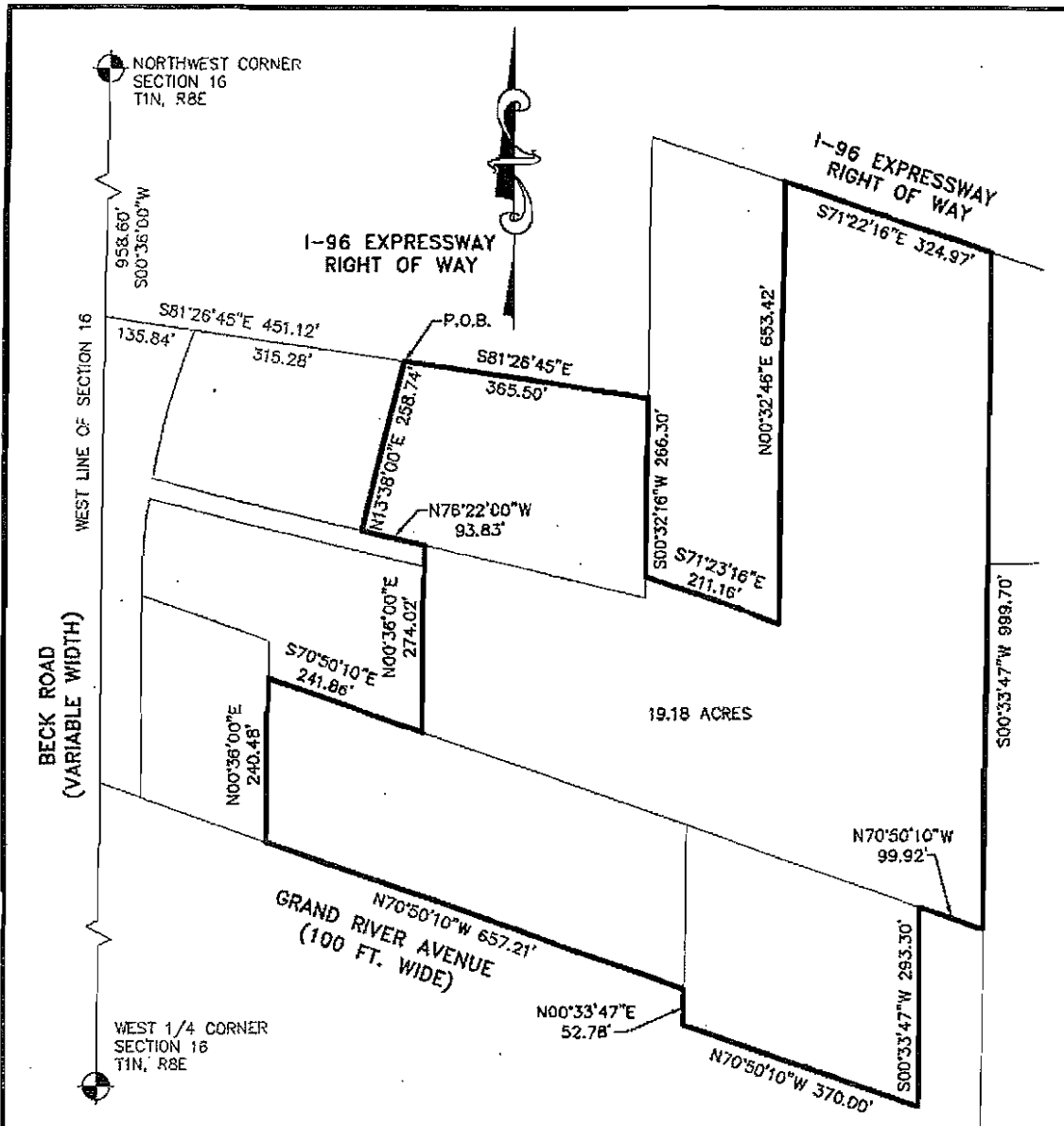


1.81 ACRE PARCEL  
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16,  
 TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND  
 COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG  
 THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E  
 135.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING  
 S81°26'45"E 315.28 FEET; THENCE S13°38'00"W 258.74 FEET;  
 THENCE N76°22'00"W 322.51 FEET; THENCE 231.40 FEET ALONG  
 THE ARC OF A 1096.28 FOOT RADIUS CURVE TO THE RIGHT,  
 CHORD BEARING N15°43'58"E 230.97 FEET TO THE POINT OF  
 BEGINNING, CONTAINING 1.81 ACRES OF LAND, MORE OR LESS,  
 BEING PART OF THE NORTHWEST 1/4 OF SAID SECTION 16,  
 AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF  
 RECORD.

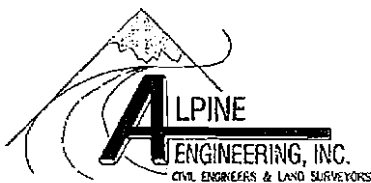


46892 WEST ROAD  
 SUITE 109  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

|                                     |                |                                            |               |            |
|-------------------------------------|----------------|--------------------------------------------|---------------|------------|
| CLIENT:                             | NOVI MILE, LLC | DATE:                                      | 3/17/2010     |            |
| <b>EXHIBIT B</b>                    |                | DRAWN BY:                                  | JIF           |            |
|                                     |                | CHECKED BY:                                | GLM           |            |
| <b>1.81 ACRE PARCEL</b>             |                |                                            |               |            |
|                                     |                | SECTION: 16                                | TOWNSHIP: 1 N | RANGE: 8 E |
|                                     |                | CITY OF NOVI<br>OAKLAND COUNTY<br>MICHIGAN |               |            |
| FBK: 212                            | 1              |                                            | 08-278        |            |
| CHF: BAJ                            |                |                                            |               |            |
| SCALE HOR 1"=200 FT.<br>VER 1"= FT. |                |                                            |               |            |



19.18 ACRE PARCEL  
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E 451.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S81°26'45"E 365.50 FEET; THENCE S00°32'16"W 266.30 FEET; THENCE S71°23'16"E 211.16 FEET; THENCE N00°32'46"E 653.42 FEET; THENCE S71°22'16"E 324.97 FEET; THENCE S00°33'47"W 999.70 FEET; THENCE N70°50'10"W 99.92 FEET; THENCE S00°33'47"W 293.30 FEET; THENCE N70°50'10"W 370.00 FEET; THENCE N00°33'47"E 52.78 FEET; THENCE N70°50'10"W 657.21 FEET; THENCE N00°36'00"E 240.48 FEET; THENCE S70°50'10"E 241.86 FEET; THENCE N00°36'00"E 274.02 FEET; THENCE N76°22'00"W 93.83 FEET; THENCE N13°38'00"E 258.74 FEET TO THE POINT OF BEGINNING, CONTAINING 19.18 ACRES OF LAND, MORE OR LESS, BEING PART OF THE NORTHWEST 1/4 OF SAID SECTION 16, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



46892 WEST ROAD  
 SUITE 100  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

|                                                                                                                |                |                                     |           |
|----------------------------------------------------------------------------------------------------------------|----------------|-------------------------------------|-----------|
| CLIENT:                                                                                                        | NOVI MILE, LLC | DATE:                               | 3/17/2010 |
| <b>EXHIBIT C</b>                                                                                               |                | DRAWN BY:                           | JIF       |
|                                                                                                                |                | CHECKED BY:                         | GLM       |
| <b>19.18 ACRE PARCEL</b><br>SECTION: 16 TOWNSHIP: 1 N RANGE: 8 E<br>CITY OF NOVI<br>OAKLAND COUNTY<br>MICHIGAN |                | 0 100 200                           |           |
|                                                                                                                |                | FBK: 212                            | 1         |
|                                                                                                                |                | CHF: BAJ                            |           |
|                                                                                                                |                | SCALE HOR 1"=200 FT.<br>VER 1"= FT. |           |

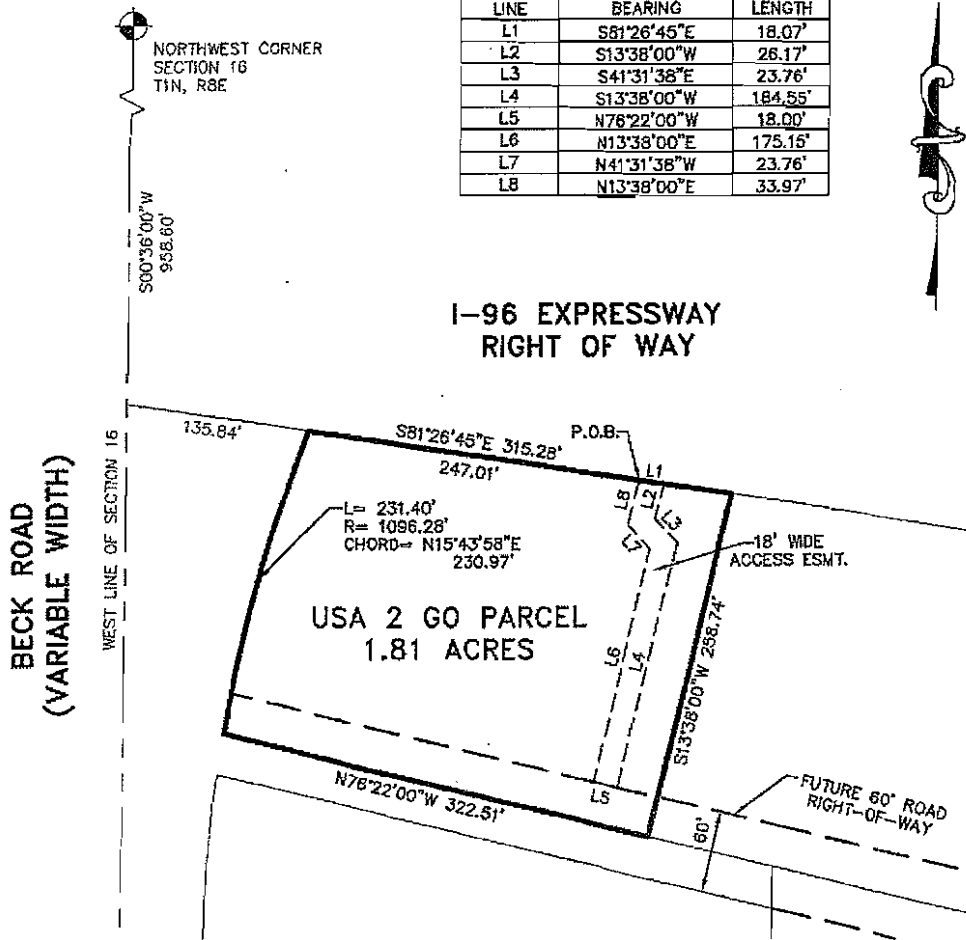
08-278

**EXHIBIT D**





| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | BEARING     | LENGTH  |
| L1         | S81°26'45"E | 18.07'  |
| L2         | S13°38'00"W | 26.17'  |
| L3         | S41°31'38"E | 23.76'  |
| L4         | S13°38'00"W | 184.55' |
| L5         | N76°22'00"W | 18.00'  |
| L6         | N13°38'00"E | 175.15' |
| L7         | N41°31'38"W | 23.76'  |
| L8         | N13°38'00"E | 33.97'  |



18 FOOT WIDE ACCESS EASEMENT  
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 1 NORTH,  
 RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE  
 S00°36'00"W 958.60 FEET ALONG THE WEST LINE OF SAID SECTION 16;  
 THENCE S81°26'45"E 135.84 FEET; THENCE CONTINUING S81°26'45"E 247.01  
 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S81°26'45"E 18.07  
 FEET; THENCE S13°38'00"W 26.17 FEET; THENCE S41°31'38"E 23.76 FEET;  
 THENCE S13°38'00"W 184.55 FEET; THENCE N76°22'00"W 18.00 FEET;  
 THENCE N13°38'00"E 175.15 FEET; THENCE N41°31'38"W 23.76 FEET;  
 THENCE N13°38'00"E 33.97 FEET TO THE POINT OF BEGINNING, BEING PART  
 OF THE NORTHWEST 1/4 OF SAID SECTION 16.

**ALPINE**  
 ENGINEERING, INC.  
 CIVIL ENGINEERS & LAND SURVEYORS  
 46892 WEST ROAD  
 SUITE 109  
 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

|                                            |                         |                               |           |
|--------------------------------------------|-------------------------|-------------------------------|-----------|
| CLIENT:                                    | NOVI MILE, LLC/USA 2 GO | DATE:                         | 3/17/2010 |
| <b>ACCESS EASEMENT</b>                     |                         | DRAWN BY:                     | JIF       |
|                                            |                         | CHECKED BY:                   | GLM       |
| USA 2 GO PARCEL                            |                         | 0 50 100                      |           |
| SECTION: 16                                | TOWNSHIP: 1N            | RANGE: 8E                     |           |
| CITY OF NOVI<br>OAKLAND COUNTY<br>MICHIGAN |                         |                               |           |
| FBK:                                       | 1                       |                               |           |
| CHF:                                       |                         |                               |           |
| SCALE                                      |                         | HOR 1"=100 FT.<br>VER 1"= FT. |           |

08-278













Sheet



Title: **Landscape Details**

Project: **USAZGO  
 Novi, Michigan**

Prepared for:  
 USAZGO  
 20000 Grand River Avenue  
 Novi, Michigan 48240

Revised:  
 Issued:  
 Approved by:  
 Date:

Job Number:  
 Date:

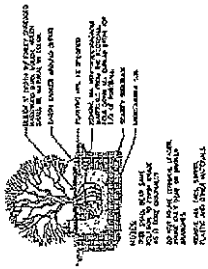
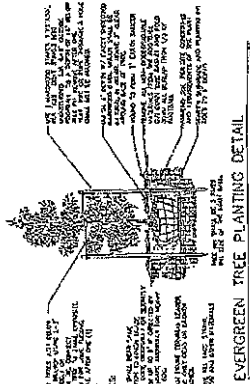
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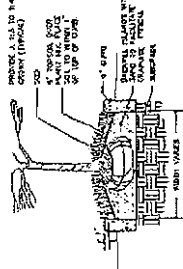
NORTH

Sheet No.

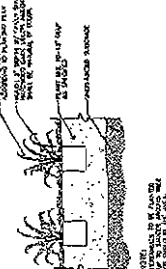
L-2



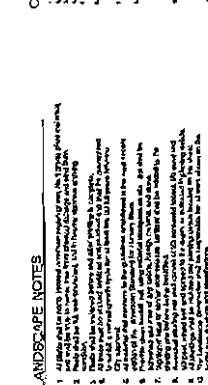
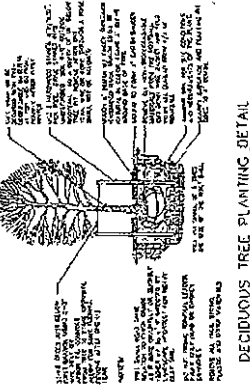
SHRUB PLANTING DETAIL



CURBED ISLAND PLANTING DETAIL



PERENNIAL PLANTING DETAIL



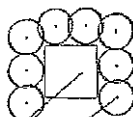
TRANSFORMER SCREENING DETAIL

**CITY OF NOVI NOTES**

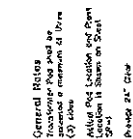
1. All plantings shall be installed in accordance with the approved landscape plan.
2. All plantings shall be installed in accordance with the approved landscape plan.
3. All plantings shall be installed in accordance with the approved landscape plan.
4. All plantings shall be installed in accordance with the approved landscape plan.
5. All plantings shall be installed in accordance with the approved landscape plan.
6. All plantings shall be installed in accordance with the approved landscape plan.
7. All plantings shall be installed in accordance with the approved landscape plan.
8. All plantings shall be installed in accordance with the approved landscape plan.
9. All plantings shall be installed in accordance with the approved landscape plan.
10. All plantings shall be installed in accordance with the approved landscape plan.

**NOTES**

1. All plantings shall be installed in accordance with the approved landscape plan.
2. All plantings shall be installed in accordance with the approved landscape plan.
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4. All plantings shall be installed in accordance with the approved landscape plan.
5. All plantings shall be installed in accordance with the approved landscape plan.
6. All plantings shall be installed in accordance with the approved landscape plan.
7. All plantings shall be installed in accordance with the approved landscape plan.
8. All plantings shall be installed in accordance with the approved landscape plan.
9. All plantings shall be installed in accordance with the approved landscape plan.
10. All plantings shall be installed in accordance with the approved landscape plan.



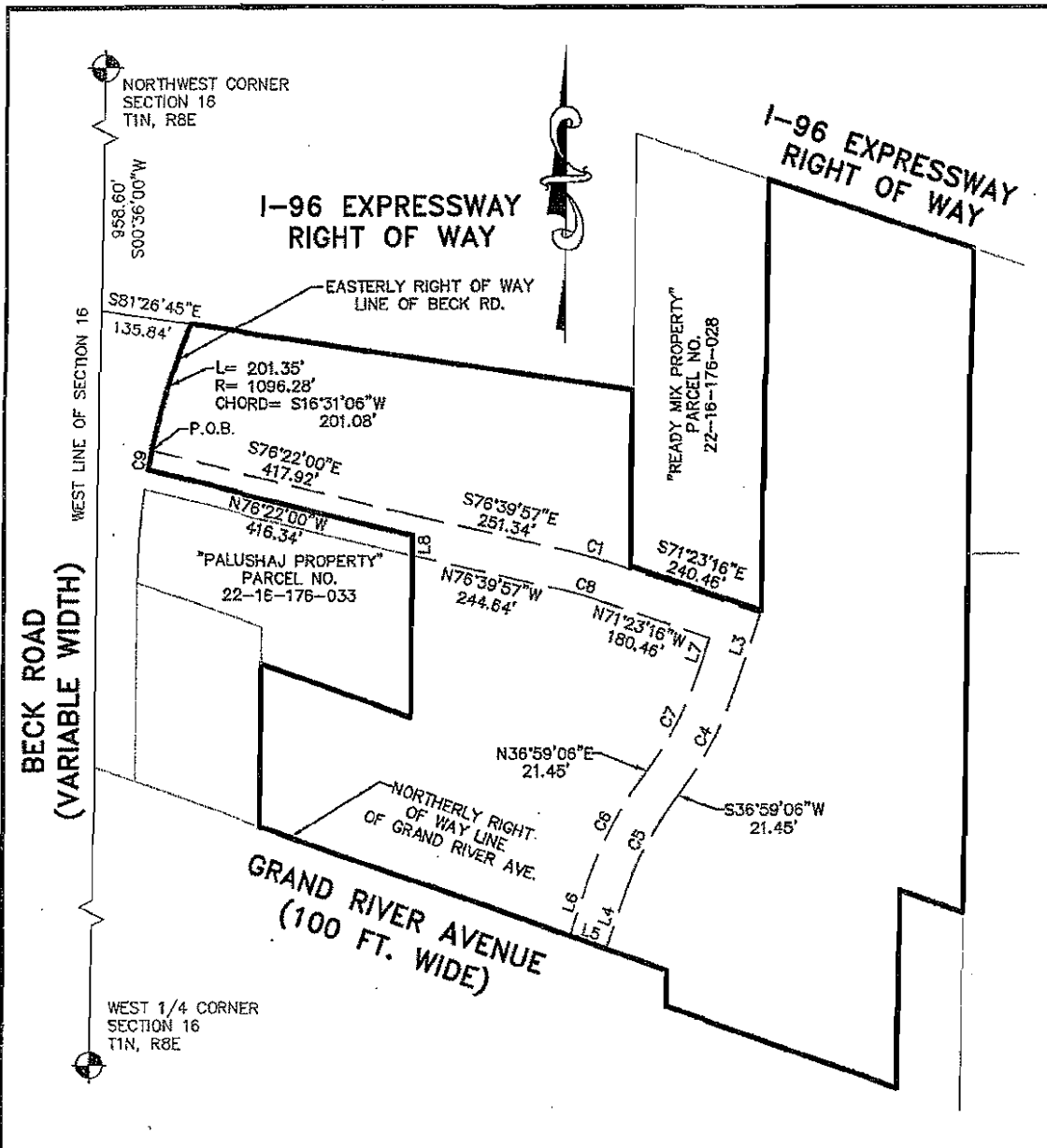
TRANSFORMER SCREENING DETAIL



CURBED ISLAND PLANTING DETAIL

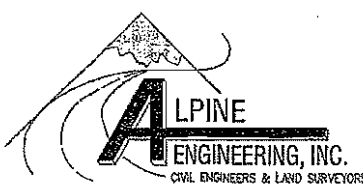


EXHIBIT F  
FORM OF DEED  
TO BE PROVIDED



| CURVE TABLE |        |         |           |               |              |
|-------------|--------|---------|-----------|---------------|--------------|
| CURVE       | LENGTH | RADIUS  | DELTA     | CHORD BEARING | CHORD LENGTH |
| C1          | 49.74  | 540.00  | 5°16'41"  | S74°01'36"E   | 49.73        |
| C4          | 173.16 | 540.00  | 18°22'22" | S27°47'55"W   | 172.42       |
| C5          | 149.30 | 480.00  | 17°49'16" | S28°04'28"W   | 148.70       |
| C6          | 167.96 | 540.00  | 17°49'16" | N28°04'28"E   | 167.28       |
| C7          | 153.92 | 480.00  | 18°22'22" | N27°47'55"E   | 153.26       |
| C8          | 44.22  | 480.00  | 5°16'41"  | N74°01'36"W   | 44.20        |
| C9          | 30.05  | 1096.28 | 1°34'13"  | N10°28'16"E   | 30.05        |

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | BEARING     | LENGTH  |
| L3         | S18°36'44"W | 115.37' |
| L4         | S19°09'50"W | 95.04'  |
| L5         | N70°50'10"W | 60.00'  |
| L6         | N19°09'50"E | 95.04'  |
| L7         | N18°36'44"E | 55.37'  |
| L8         | N00°36'00"E | 30.76'  |



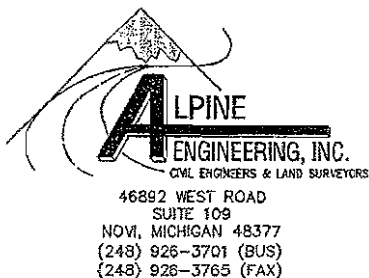
46892 WEST ROAD  
SUITE 109  
NOVI, MICHIGAN 48377  
(248) 926-3701 (BUS)  
(248) 926-3765 (FAX)

REV. 3/31/2010

|                                                                                                                           |                                      |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| CLIENT:<br><b>NOVI MILE, LLC</b>                                                                                          | DATE:<br>3/17/2010                   |
| <b>EXHIBIT F</b>                                                                                                          | DRAWN BY: JIF                        |
|                                                                                                                           | CHECKED BY: GLM                      |
| <b>ROAD RIGHT-OF-WAY DEDICATION</b><br>SECTION: 16 TOWNSHIP: 1 N RANGE: 8 E<br>CITY OF NOVI<br>OAKLAND COUNTY<br>MICHIGAN | SCALE: HOR 1"=200 FT.<br>VER 1"= FT. |
|                                                                                                                           | FBK 212<br>CHFLBAJ                   |
|                                                                                                                           | 1/2                                  |
|                                                                                                                           | 08-27B                               |



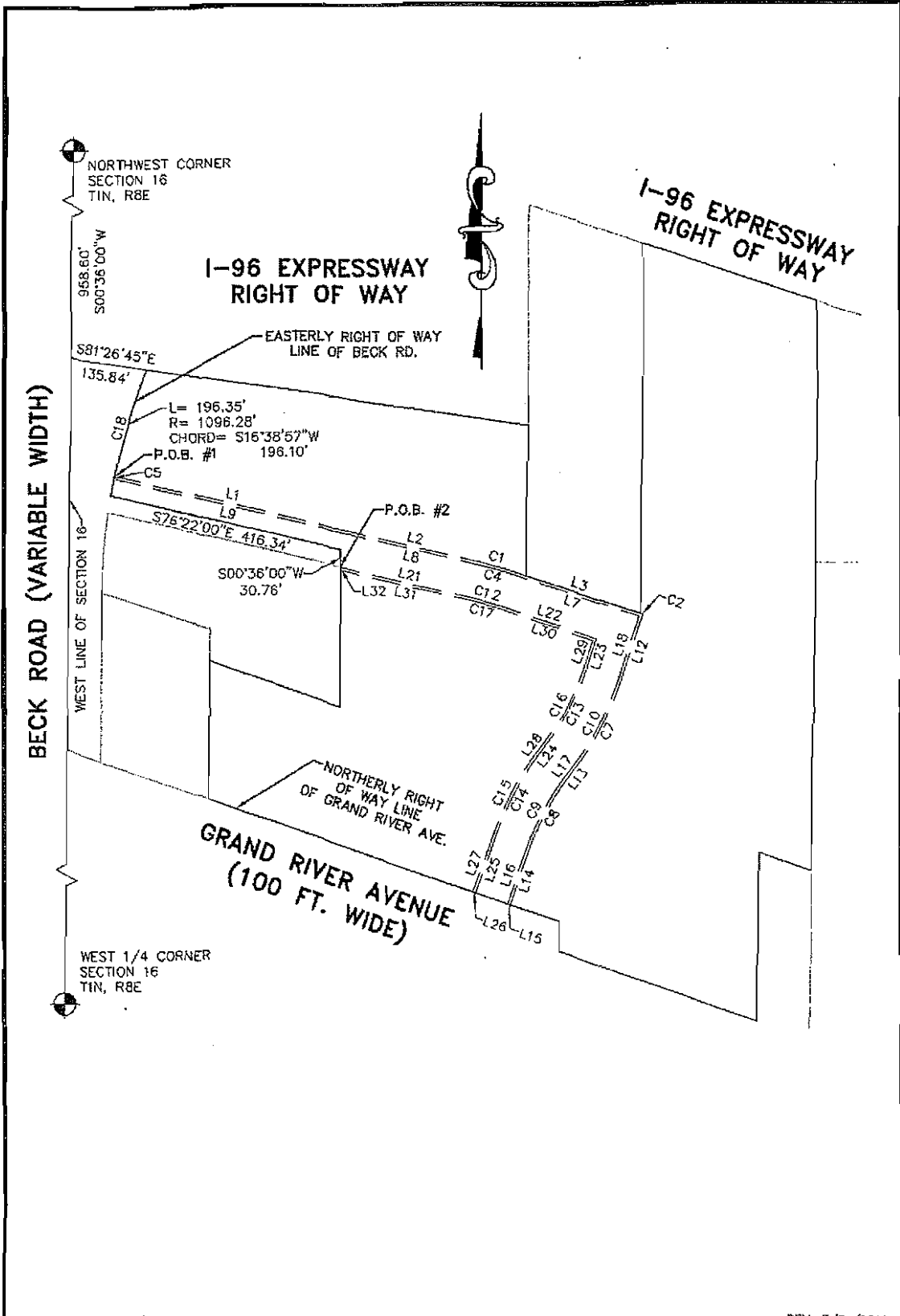
ROAD RIGHT OF WAY DEDICATION  
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16,  
 TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND  
 COUNTY, MICHIGAN; THENCE S00°36'00"W 958.60 FEET ALONG  
 THE WEST LINE OF SAID SECTION 16; THENCE S81°26'45"E  
 135.84 FEET; THENCE 201.35 FEET ALONG THE ARC OF A  
 1096.28 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING  
 S16°31'06"W 201.08 FEET TO THE POINT OF BEGINNING; THENCE  
 S76°22'00"E 417.92 FEET; THENCE S76°39'57"E 251.34 FEET;  
 THENCE 49.74 FEET ALONG THE ARC OF A 540.00 FOOT  
 RADIUS CURVE TO THE RIGHT, CHORD BEARING S74°01'36"E  
 49.73 FEET; THENCE S71°23'16"E 240.46 FEET; THENCE  
 S18°36'44"W 115.37 FEET; THENCE 173.16 FEET ALONG THE  
 ARC OF A 540.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD  
 BEARING S27°47'55"W 172.42 FEET; THENCE S36°59'06"W 21.45  
 FEET; THENCE 149.30 FEET ALONG THE ARC OF A 480.00  
 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING  
 S28°04'28"W 148.70 FEET; THENCE S19°09'50"W 95.04 FEET;  
 THENCE N70°50'10"W 60.00 FEET ALONG THE NORTHERLY RIGHT  
 OF WAY LINE OF GRAND RIVER AVENUE; THENCE N19°09'50"E  
 95.04 FEET; THENCE 167.96 FEET ALONG THE ARC OF A  
 540.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING  
 N28°04'28"E 167.28 FEET; THENCE N36°59'06"E 21.45 FEET;  
 THENCE 153.92 FEET ALONG THE ARC OF A 480.00 FOOT  
 RADIUS CURVE TO THE LEFT, CHORD BEARING N27°47'55"E  
 153.26 FEET; THENCE N18°36'44"E 55.37 FEET; THENCE  
 N71°23'16"W 180.46 FEET; THENCE 44.22 FEET ALONG THE ARC  
 OF A 480.00 FOOT RADIUS CURVE TO THE LEFT, CHORD  
 BEARING N74°01'36"W 44.20 FEET; THENCE N76°39'57"W 244.64  
 FEET; THENCE N00°36'00"E 30.76 FEET; THENCE N76°22'00"W  
 416.34 FEET; THENCE 30.05 FEET ALONG THE ARC OF A  
 1096.28 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING  
 N10°28'16"E 30.05 FEET ALONG SAID EASTERLY RIGHT OF WAY  
 LINE OF BECK ROAD TO THE POINT OF BEGINNING, BEING PART  
 OF THE NORTHWEST 1/4 OF SAID SECTION 16.



REV. 3/31/2010

|              |                                     |             |                                            |
|--------------|-------------------------------------|-------------|--------------------------------------------|
| CLIENT:      | NOVI MILE, LLC                      | DATE:       | 3/17/2010                                  |
|              | <b>EXHIBIT F</b>                    | DRAWN BY:   | JIF                                        |
|              | <b>ROAD RIGHT-OF-WAY DEDICATION</b> | CHECKED BY: | GLM                                        |
| SECTION: 16  | TOWNSHIP: 1 N                       | RANGE: 8 E  | 0 100 200                                  |
| CITY OF NOVI | OAKLAND COUNTY                      | MICHIGAN    | FBK: 212                                   |
|              |                                     |             | CHF: BAJ                                   |
|              |                                     |             | SCALE: HOR 1" = 200 FT.<br>VER 1" = 40 FT. |

2/2  
08-1-273



**ALPINE ENGINEERING, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD  
SUITE 109  
NOVI, MICHIGAN 48377  
(248) 926-3701 (BUS)  
(248) 926-3765 (FAX)

|                                                                                                                        |                |                                          |           |
|------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------------|-----------|
| CLIENT:                                                                                                                | NOVI MILE, LLC | DATE:                                    | 3/17/2010 |
| <b>EXHIBIT F</b>                                                                                                       |                | DRAWN BY:                                | JIF       |
|                                                                                                                        |                | CHECKED BY:                              | GLM       |
| <b>5' WIDE UTILITY EASEMENTS</b><br>SECTION: 16 TOWNSHIP: 1 N RANGE: 8 E<br>CITY OF NOVI<br>OAKLAND COUNTY<br>MICHIGAN |                | 0 100 200                                |           |
|                                                                                                                        |                | FBK: 212                                 | 1/3       |
|                                                                                                                        |                | CH: BAJ                                  |           |
|                                                                                                                        |                | SCALE HOR 1" = 200 FT.<br>VER 1" = 1 FT. |           |

REV. 3/31/2010

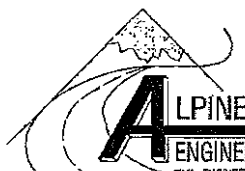
08-278

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | BEARING     | LENGTH  |
| L1         | S76°22'00"E | 418.10' |
| L2         | S76°39'57"E | 251.33' |
| L3         | S71°23'16"E | 244.23' |
| L7         | N71°23'16"W | 240.46' |
| L8         | N76°39'57"W | 251.34' |
| L9         | N76°22'00"W | 417.92' |
| L12        | S18°36'44"W | 120.37' |
| L13        | S36°59'06"W | 21.45'  |
| L14        | S19°09'50"W | 95.04'  |
| L15        | N70°50'10"W | 5.00'   |
| L16        | N19°09'50"E | 95.04'  |
| L17        | N36°59'06"E | 21.45'  |
| L18        | N18°36'44"E | 115.37' |

| CURVE TABLE |        |         |           |               |              |
|-------------|--------|---------|-----------|---------------|--------------|
| CURVE       | LENGTH | RADIUS  | DELTA     | CHORD BEARING | CHORD LENGTH |
| C1          | 50.21  | 545.00  | 6°16'41"  | S74°01'36"E   | 50.19        |
| C2          | 1.23   | 475.00  | 0°08'56"  | S71°23'16"E   | 1.23         |
| C4          | 49.74  | 540.00  | 5°16'41"  | N74°01'36"W   | 49.73        |
| C5          | 5.00   | 1096.28 | 0°15'41"  | N11°23'13"E   | 5.00         |
| C7          | 174.76 | 545.00  | 18°22'22" | S27°47'55"W   | 174.02       |
| C8          | 147.74 | 475.00  | 17°49'16" | S28°04'28"W   | 147.15       |
| C9          | 149.30 | 480.00  | 17°49'16" | N28°04'28"E   | 148.70       |
| C10         | 173.16 | 540.00  | 18°22'22" | N27°47'55"E   | 172.42       |

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | BEARING     | LENGTH  |
| L21        | S76°39'57"E | 244.64' |
| L22        | S71°23'16"E | 180.46' |
| L23        | S18°36'44"W | 55.37'  |
| L24        | S36°59'06"W | 21.45'  |
| L25        | S19°09'50"W | 95.04'  |
| L26        | N70°50'10"W | 5.00'   |
| L27        | N19°09'50"E | 95.04'  |
| L28        | N36°59'06"E | 21.45'  |
| L29        | N18°36'44"E | 50.37'  |
| L30        | N71°23'16"W | 175.46' |
| L31        | N76°39'57"W | 243.51' |
| L32        | N00°36'00"E | 5.13'   |

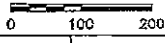
| CURVE TABLE |        |         |           |               |              |
|-------------|--------|---------|-----------|---------------|--------------|
| CURVE       | LENGTH | RADIUS  | DELTA     | CHORD BEARING | CHORD LENGTH |
| C12         | 44.22  | 480.00  | 5°16'41"  | S74°01'36"E   | 44.20        |
| C13         | 153.92 | 480.00  | 18°22'22" | S27°47'55"W   | 153.26       |
| C14         | 167.96 | 540.00  | 17°49'16" | S28°04'28"W   | 167.28       |
| C15         | 169.52 | 545.00  | 17°49'16" | N28°04'28"E   | 168.83       |
| C16         | 152.32 | 475.00  | 18°22'22" | N27°47'55"E   | 151.67       |
| C17         | 43.76  | 475.00  | 5°16'41"  | N74°01'36"W   | 43.74        |
| C18         | 231.40 | 1096.28 | 12°05'40" | S15°43'58"W   | 230.97       |



**ALPINE**  
ENGINEERING, INC.  
CIVIL ENGINEERS & LAND SURVEYORS

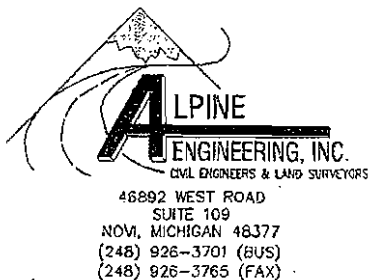
46892 WEST ROAD  
SUITE 109  
NOVI, MICHIGAN 48377  
(248) 926-3701 (BUS)  
(248) 926-3765 (FAX)

REV. 3/31/2010

|                                                                                    |                |                                                                                       |           |
|------------------------------------------------------------------------------------|----------------|---------------------------------------------------------------------------------------|-----------|
| CLIENT:                                                                            | NOVI MILE, LLC | DATE:                                                                                 | 3/17/2010 |
|                                                                                    |                | DRAWN BY:                                                                             | JIF       |
|                                                                                    |                | CHECKED BY:                                                                           | GLM       |
| <b>EXHIBIT F</b>                                                                   |                |  |           |
| <b>5' WIDE UTILITY EASEMENTS</b>                                                   |                | FBK: 212                                                                              | 2/3       |
| SECTION: 16 TOWNSHIP: 1 N RANGE: B E<br>CITY OF NOVI<br>OAKLAND COUNTY<br>MICHIGAN |                | CHF: BAJ                                                                              |           |
|                                                                                    |                | SCALE: HOR 1"=200 FT.<br>VER 1"= 10 FT.                                               | 08-578    |

5' WIDE UTILITY EASEMENT #1  
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 1 NORTH,  
 RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE  
 S00°36'00"W 958.60 FEET ALONG THE WEST LINE OF SAID SECTION 16;  
 THENCE S81°26'45"E 135.84 FEET; THENCE 196.35 FEET ALONG THE ARC OF  
 A 1096.28 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S16°38'57"W  
 196.10 FEET TO THE POINT OF BEGINNING; THENCE S76°22'00"E 418.10  
 FEET; THENCE S76°39'57"E 251.33 FEET; THENCE 50.21 FEET ALONG THE  
 ARC OF A 545.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING  
 S74°01'36"E 50.19 FEET; THENCE S71°23'16"E 244.23 FEET; THENCE 1.23  
 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE LEFT,  
 CHORD BEARING S71°23'16"E 1.23 FEET; THENCE S18°36'44"W 120.37 FEET;  
 THENCE 174.76 FEET ALONG THE ARC OF A 545.00 FOOT RADIUS CURVE TO  
 THE RIGHT, CHORD BEARING S27°47'55"W 174.02 FEET; THENCE S36°59'06"W  
 21.45 FEET; THENCE 147.74 FEET ALONG THE ARC OF A 475.00 FOOT  
 RADIUS CURVE TO THE LEFT, CHORD BEARING S28°04'28"W 147.15 FEET;  
 THENCE S19°09'50"W 95.04 FEET; THENCE N70°50'10"W 5.00 FEET ALONG  
 THE NORTHERLY RIGHT OF WAY LINE OF GRAND RIVER AVENUE; THENCE  
 N19°09'50"E 95.04 FEET; THENCE 149.30 FEET ALONG THE ARC OF A  
 480.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N28°04'28"E  
 148.70 FEET; THENCE N36°59'06"E 21.45 FEET; THENCE 173.16 FEET ALONG  
 THE ARC OF A 540.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING  
 N27°47'55"E 172.42 FEET; THENCE N18°36'44"E 115.37 FEET; THENCE  
 N71°23'16"W 240.46 FEET; THENCE 49.74 FEET ALONG THE ARC OF A  
 540.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N74°01'36"W  
 49.73 FEET; THENCE N76°39'57"W 251.34 FEET; THENCE N76°22'00"W  
 417.92 FEET; THENCE 5.00 FEET ALONG THE ARC OF A 1096.28 FOOT  
 RADIUS CURVE TO THE RIGHT, CHORD BEARING N11°23'13"E 5.00 FEET  
 ALONG SAID EASTERLY RIGHT OF WAY LINE OF BECK ROAD TO THE POINT  
 OF BEGINNING, BEING PART OF THE NORTHWEST 1/4 OF SAID SECTION 16.

5' WIDE UTILITY EASEMENT #2  
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWN 1 NORTH,  
 RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE  
 S00°36'00"W 958.60 FEET ALONG THE WEST LINE OF SAID SECTION 16;  
 THENCE S81°26'45"E 135.84 FEET; THENCE 231.40 FEET ALONG THE ARC OF  
 A 1096.28 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S15°43'58"W  
 230.97; THENCE S76°22'00"E 416.34 FEET; THENCE S00°36'00"W 30.76 FEET  
 TO THE POINT OF BEGINNING; THENCE S76°39'57"E 244.64 FEET; THENCE  
 44.22 FEET ALONG THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE  
 RIGHT, CHORD BEARING S74°01'36"E 44.20 FEET; THENCE S71°23'16"E  
 180.46 FEET; THENCE S18°36'44"W 55.37 FEET; THENCE 153.92 FEET ALONG  
 THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING  
 S27°47'55"W 153.26 FEET; THENCE S36°59'06"W 21.45 FEET; THENCE 167.96  
 FEET ALONG THE ARC OF A 540.00 FOOT RADIUS CURVE TO THE LEFT,  
 CHORD BEARING S28°04'28"W 167.28 FEET; THENCE S19°09'50"W 95.04  
 FEET; THENCE N70°50'10"W 5.00 FEET ALONG THE NORTHERLY RIGHT OF  
 WAY LINE OF GRAND RIVER AVENUE; THENCE N19°09'50"E 95.04 FEET;  
 THENCE 169.52 FEET ALONG THE ARC OF A 545.00 FOOT RADIUS CURVE TO  
 THE RIGHT, CHORD BEARING N28°04'28"E 168.83 FEET; THENCE N36°59'06"E  
 21.45 FEET; THENCE 152.32 FEET ALONG THE ARC OF A 475.00 FOOT  
 RADIUS CURVE TO THE LEFT, CHORD BEARING N27°47'55"E 151.67 FEET;  
 THENCE N18°36'44"E 50.37 FEET; THENCE N71°23'16"W 175.46 FEET; THENCE  
 43.76 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE  
 LEFT, CHORD BEARING N74°01'36"W 43.74 FEET; THENCE N76°39'57"W  
 243.51 FEET; THENCE N00°36'00"E 5.13 FEET TO THE POINT OF BEGINNING,  
 BEING PART OF THE NORTHWEST 1/4 OF SAID SECTION 16.



REV. 3/31/2010

|         |                                      |             |                                   |
|---------|--------------------------------------|-------------|-----------------------------------|
| CLIENT: | NOVI MILE, LLC                       | DATE:       | 3/17/2010                         |
|         |                                      | DRAWN BY:   | JIF                               |
|         | <b>EXHIBIT F</b>                     | CHECKED BY: | GLM                               |
|         |                                      |             |                                   |
|         | <b>5' WIDE UTILITY EASEMENTS</b>     | FBK: 212    | 3/3                               |
|         | SECTION: 16 TOWNSHIP: 1 N RANGE: 8 E | CHF: BAJ    | 08-278                            |
|         | CITY OF NOVI                         |             |                                   |
|         | OAKLAND COUNTY                       |             |                                   |
|         | MICHIGAN                             |             |                                   |
|         |                                      | SCALE       | HOR 1" = 200 FT<br>VER 1" = 40 FT |