



CITY of NOVI CITY COUNCIL

Agenda Item 1 April 15, 2019

SUBJECT: Approval of the Development Agreement Regarding Commercial Property for The Bond (Mixed-Use) Development between Bond at Novi, LLC and the City for the construction of a mixed-use development with two four-story multi-family residential buildings with a total of 255 apartments and a single-story commercial building up to 5,578 square feet, and associated site improvements.

SUBMITTING DEPARTMENT: Department of Community Development, Plan Review Center ^{Baib}

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The subject property is approximately 7.74 acres and is located the west side of Flint Street near the southwest corner of Grand River Avenue and Novi Road (Section 22). The applicant has received approval to redevelop the former Fendt Transit Mix Concrete Plant into a mixed-use development with two four-story multi-family residential buildings with a total of 255 apartments and a single-story commercial building up to approximately 5,578 square feet. The site improvements include a two level parking structure, surface parking, site amenities such as a swimming pool, landscaped courtyards and related landscape improvements. The applicant is proposing a phased construction in three phases.

The project received a number of deviations and variances from the City Council, the Planning Commission, and the Zoning Board of Appeals in connection with the approval of the site plan. The subject parcel has an atypical long but shallow shape that limits conformance to certain code requirements. Additionally, the applicant is dedicating approximately an acre of the property for the Flint Street realignment plans which further decreases the depth of the property and makes it even shallower. Furthermore, the development was approved with an increase in maximum number of total rooms allowed to make the project marketable as an urban "Main Street" Development.

The developer agreed to enter into a Development Agreement setting forth conditions required in connection with the approval relating to certain deviations and variances. The Development Agreement generally requires that the subject property shall be developed and used solely for a mixed-use development consisting of two four-story multi-family residential buildings with a total of 255 apartments with a 2 story parking structure, and a single-story commercial building having a maximum of 5,578 square feet, in accordance with the approved Site Plan. The Development Agreement, further, governs the type of use and timing of construction of the commercial portion of the project, as well as the terms requiring dedication of the Flint Street right-of-way. The limitations on use are consistent with the requirements for the commercial portion of mixed-use development within the TC-1 District.

Most significantly, the Development Agreement limits the timeframe in which the Developer must commence and complete construction of the commercial portion of the Development. The developer is required to commence construction of the commercial parcel, consisting of the proposed single-story commercial building and associated parking, within three (3) years from the commencement of construction of the multi-family project. Construction of the commercial portion is required to be substantially complete within twelve (12) months from commencement of construction. In the event that construction of the commercial portion is not commenced in the time frames set forth within the Development Agreement, the City is given the option to purchase the property for a reduced price and redevelop it as the City determines appropriate, within its discretion. Each twelve (12) month period that elapses in which the developer fails to initiate construction of the commercial portion of the development will result in an additional 10 percent reduction in fair market value price of the property. After eight (8) years, the Developer must convey the City the commercial property for \$10.00, free and clear of all liens and mortgages.

RECOMMENDED ACTION: Approval of the Development Agreement Regarding Commercial Property for The Bond (Mixed-Use) Development between Bond at Novi, LLC and the City for the construction of a mixed-use development with two four-story multi-family residential buildings with a total of 255 apartments and a single-story commercial building up to 5,578 square feet, and associated site improvements, subject to approval of the final form of agreement by the City Manager and City Attorney, including minor and non- substantive edits.

MAPS

Location

Zoning

Future Land Use

Natural Features

JSP 18-10 THE BOND fka THE DISTRICT

Location Map



LEGEND

 Sections



City of Novi

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

Map Author: Sri Komaragiri

Date: 06/21/18

Project: JSP 18-10 THE BOND fka THE DISTRICT

Version #: 1

	Feet
0	62.5
125	250
375	375

1 inch = 282 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.

JSP 18-10 THE BOND fka THE DISTRICT

Zoning



LEGEND

- Sections
- R-A: Residential Acreage
- R-4: One-Family Residential District
- RM-1: Low-Density Multiple Family
- RM-2: High-Density Multiple Family
- B-3: General Business District
- C: Conference District
- EXPO: EXPO District
- I-1: Light Industrial District
- I-2: General Industrial District
- OS-1: Office Service District
- OSC: Office Service Commercial
- OST: Office Service Technology
- RC: Regional Center District
- P-1: Vehicular Parking District
- TC: Town Center District
- TC-1: Town Center -1 District



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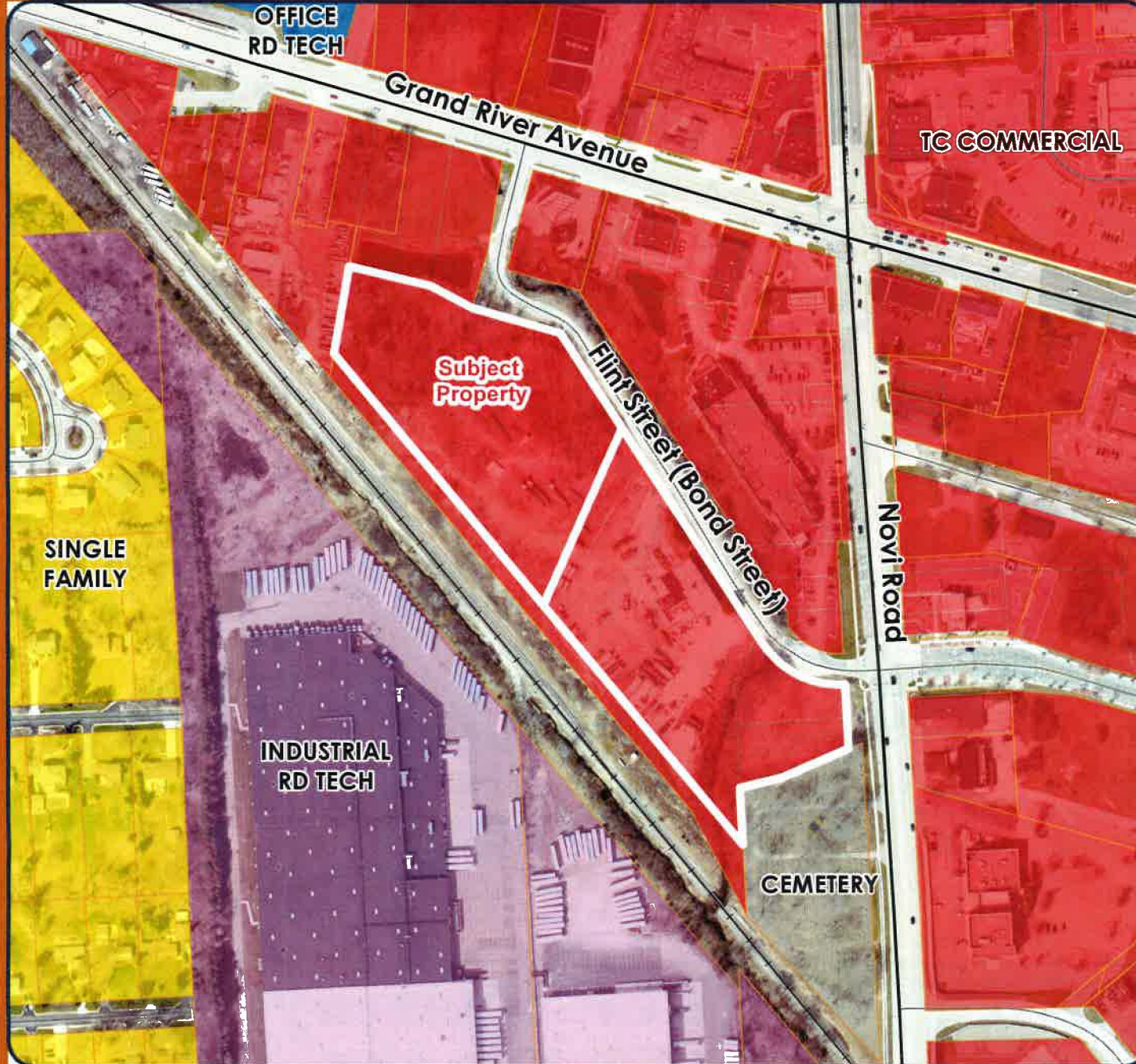


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JSP 18-10 THE BOND fka THE DISTRICT

Future Land Use



LEGEND

- Sections
- FUTURE LAND USE**
- Single Family
- Multiple Family
- PD1
- Office RD Tech
- Office Commercial
- Industrial RD Tech
- Heavy Industrial
- Regional Commercial
- TC Commercial
- TC Gateway
- PD2
- Public
- Private Park
- Cemetery



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0 62.5 125 250 375 Feet



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JSP 18-10 THE BOND fka THE DISTRICT

Natural Features



LEGEND

-  Sections
-  WETLANDS
-  WOODLANDS



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CITY OF NOVI
COUNTY OF OAKLAND
STATE OF MICHIGAN

DEVELOPMENT AGREEMENT REGARDING COMMERCIAL PROPERTY
THE BOND (MIXED-USE)

AGREEMENT, by and between Bond at Novi, LLC, a Michigan limited liability company, whose address is 2502 Lake Lansing Road, Suite C, Lansing, MI 48912 ("Developer"), and the City of Novi, 45175 Ten Mile Road, Novi, MI 48375-3024 ("City").

RECITATIONS:

- I. Developer owns the "Land" described on the attached and incorporated Property Description Exhibit, **Exhibit "A"**. Developer proposes to develop the Land for a mixed-use development (the "Development") consisting of two four-story multi-family residential buildings with a total of 255 apartments with a 2 story parking structure (the foregoing portion of the Development is sometimes referred to as the "Multi-Family Project"), and up to a 5,578 square foot single-story commercial building (the foregoing portion of the Development is sometimes referred to as the "Commercial Project").

- II. For purposes of improving and using the Land for a mixed-use development, Developer has requested, and the City has granted, numerous variances, deviations, and waivers from the application of the requirements of the City's Zoning Ordinance and other applicable City Ordinances, including but not limited to the City's Design and Construction Standards Ordinance. The variances, deviations, and waivers are based, in large part, on the uniqueness of the proposal—to provide a more urban apartment living style than the traditional suburban style living pursuant to which the target renters prefer to have smaller living spaces but more on-site amenities for active and passive recreation. The approved site plan, set forth in the attached and incorporated **Exhibit B** (the "Site Plan"), proposes a large number of amenities and services on site, such as a dog park, bike storage, dog wash, gym, studios and conference rooms. Additionally, certain variances result from the Developer's desire to dedicate a

significant amount of public right-of-way to the City for the realignment of Flint Street adjacent to the proposed Development, which such dedication causes the proposed Development to be unusually narrow. Variances, including but not limited to an increase in the maximum percentage of one-bedroom units permitted under the Zoning Ordinance, multiple setback variances, and variances related to loading area and parking area orientation, are set forth in the minutes of the City's Zoning Board of Appeals, attached hereto and incorporated herein as **Exhibit C**. Waivers and deviations granted by the City's Planning Commission, relating minimum façade and landscape requirements, are attached hereto and incorporated herein as **Exhibit D**. Waivers, approvals, and variances from the City's Zoning Ordinance and Design and Construction Standards Ordinance, including but not limited to those waivers, approvals, and variances granted by City Council, are set forth in the attached and incorporated **Exhibit E**. All variances, waivers, and deviations are referred to herein as the "Ordinance Deviations."

- III. The Ordinance Deviations provide the Developer with certain material development options not otherwise authorized under the City's Zoning Ordinance and City Codes and would be a distinct and material benefit and advantage to the Developer.
- IV. In proposing the Ordinance Deviations to the City and Developer have stated that Developer will develop and use the Land in conformance with the following undertakings, as well as the following forbearances (each and every one of, such undertakings and forbearances, as specified in the following subparagraphs A through F, shall together be referred to as the "Undertakings"):
 - A. The Land shall be used and developed solely for a mixed-use development consisting of two four-story multi-family residential buildings with a total of 255 apartments with a 2 story parking structure, and a single-story commercial building having a minimum of 2,500 square feet and a maximum of 5,578 square feet, in accordance with the approved Site Plan and subject to and in accordance with all of the terms and provisions stated in sub-paragraphs A through F of this paragraph IV. The Commercial Project shall be used for commercial purposes which shall include the following principal permitted uses from the TC-1 District, in accordance with the terms of the Section 3.1.26 of the City's Zoning Ordinance; provided that the Commercial Project may also be used for professional offices, financial services and medical offices:
 - 1. Retail businesses
 - 2. Retail business service uses
 - 3. Dry cleaning establishments, or pick-up stations, dealing directly with consumer
 - 4. Business establishments which perform services on the premises
 - 5. Professional services
 - 6. Service establishments of and office showroom or workshop nature
 - 7. Restaurants (sit-down), banquet facilities or other places serving food or beverage

8. Offices and office buildings
9. Indoor commercial recreation facilities
10. Financial institutions

Developer may apply for a Special Land Use within the tC-1 District, and such application shall be subject to review and approval by the Planning Commission. Preliminary and Final Site Plan approval shall be required for the development of the Commercial Project, which shall be compatible with the Multi-Family Project.

- B. Developer shall forebear from developing and/or using the Land in any manner other than as approved except as modified pursuant to a request by Developer to which City consents in writing.
- C. The Land shall be developed subject to and in accordance with: (1) all applicable laws and regulations and with all applicable ordinances, subject to the terms of this Agreement; (2) this Site Plan; (3) the Undertakings specified herein; and (4) all applications, reviews, approvals, permits and authorizations required under law and applicable laws, ordinances and regulations, as modified hereby.
- D. Developer, or its successor in title to the Commercial Project, shall commence construction of the Commercial Parcel, consisting of the proposed single-story commercial building and associated parking, within three (3) years from the commencement of construction of the Multi-Family Project and shall substantially complete construction within twelve (12) months from commencement of construction of the Commercial Project, subject to delays caused by force majeure events beyond Developer's reasonable control.

For purposes of the foregoing, construction of the Commercial Project shall be deemed substantially complete upon the completion of the building and related site improvements such that the building is ready for occupancy by one or more tenants (subject to the installation of leasehold improvements by or on behalf of the tenants) or, if there are no tenants, completion of the exterior building structure, with completed parking and utilities at or adjacent to the building. Notwithstanding the foregoing, at Developer's request, the City will not unreasonably withhold its approval of one six-month extension of the foregoing time period, if Developer can establish that market conditions or other factors beyond Developer's reasonable control render it not feasible or impractical to commence construction of the Commercial Parcel. In the event that construction of the Commercial Parcel is not commenced within the initial three (3) years after the commencement of the Multi-Family Project, the Multi-Family Project shall be deemed a non-conforming use and non-conforming structure, in accordance with the City's Zoning Ordinance. Upon commencement of construction of the Commercial Project, anytime

thereafter, the non-conforming use and non-conforming structure designation shall be removed by the City.

Within six (6) months from the commencement of construction of the Multi-Family Project, Developer shall grade and install a temporary gravel parking area for six (6) spaces at the location identified in the Site Plan, which spaces may be used by visitors to the City's cemetery during the first Phase of the Development. Developer shall not be obligated to pave such parking area or install storm drainage improvements in connection with such parking area. Developer, or its successor in title to the Commercial Project, shall be entitled to remove such parking area when it commences the development of the Commercial Project.

- E. Developer has offered to donate to the City fee title to approximately one (1) acre of land, as identified on **Exhibit F** attached hereto, for the realignment and reconstruction of Flint Street adjacent to the Development, and the City has agreed to accept such donation. Such donation shall be made by means of a covenant deed which shall be delivered to the City within thirty (30) days from the execution of this Agreement by both parties.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Upon the execution of this this Agreement by Developer and the City:
 - a. Each and every one of the Undertakings, as specified in detail in subparagraphs A through F of paragraph IV of the Recitations, above, shall be carried out by Developer on, for and/or in relation to the Land;
 - b. Developer shall act in conformance with each and every one of the Undertakings in all material respects; and,
 - c. Developer shall forbear from acting in a manner that is inconsistent with the Undertakings in any material respect.
2. If the owner of the Commercial Project fails to commence construction of the Commercial Project and all associated parking in accordance with paragraph IV.D. of the Undertakings, and such failure is not cured within ninety (90) days from the Commercial Project owner's receipt of written notice of default from the City, the City shall have the right and option, but not the obligation, to purchase the portion of the Land containing the Commercial Project (the "Purchase Option") on the following terms:
 - a. If the City elects to exercise its Purchase Option, the City shall provide written notice to the owner of the Commercial Project (the "Option Election Notice") at the address identified on the City's tax records. The City may, in advance of exercising its Purchase Option, cause the property to be inspected. The City or its contractors shall provide the

Commercial Project owner with reasonable advance written notice of such inspections. If any portion of the property is altered or damaged as a result of such inspections, the City shall, at its cost, restore, or cause its contractor to restore, the property to the same condition that existed prior to such alteration or damage. Prior to any consultant or contractor of the City entering the Property, such consultant or contractor shall provide the owner of the Commercial Project with evidence that such consultant or contractor has in effect public liability and property damage insurance, on an occurrence basis, in an amount not less than \$1,000,000 per occurrence.

- b. If the City exercises its Purchase Option, the purchase price for the Commercial Project shall be equal to the fair market value of the Commercial Project property as of the date of the Option Election Notice, subject to adjustment under subparagraph c. below. If the City and the owner of the Commercial Project are unable to agree upon the fair market value of the Commercial Project within thirty (30) days from the date of the City's Option Election Notice, each party shall, at its cost, hire a licensed MAI appraiser to provide a fair market value of the Commercial Project property. If the fair market values established by the two appraisals differ by ten (10%) percent or less, the average of the two appraisals shall be used to establish the purchase price for the Commercial Project property. If the two appraisals differ by more than ten (10%) percent, the two appraisers shall select a third appraiser and the purchase price for the property shall be equal to the fair market value established by the third appraisal, provided that the purchase price shall not be greater or lower than the fair market values identified in the original two appraisals. The cost of the third appraiser shall be shared equally by the City and the owner of the Commercial Project.
- c. If the owner of the Commercial Project fails to commence the Commercial Project within three (3) years from the commencement of construction of the Multi-Family Project, subject to any extension granted by the City under paragraph IV.D. of the Undertakings, and the City exercises its Purchase Option within twelve months thereafter, the purchase price for the Commercial Project property shall be equal to one hundred (100%) percent of its fair market value, as established under subparagraph b. above. If the owner of the Commercial Project fails to commence the Commercial Project within four (4) years from the commencement of construction of the Multi-Family Project, subject to any extension granted by the City under paragraph IV.D. of the Undertakings, and the City exercises its Purchase Option within twelve months thereafter, the purchase price for the Commercial Project property shall be equal to ninety (90%) percent of its fair market value, as established under subparagraph b. above. The purchase price shall be reduced by ten (10%) for each twelve (12) month period thereafter. For example, if the owner of the Commercial Project fails to commence the Commercial Project within six (6) years from the commencement of the Multi-Family

Project and the City exercises its Purchase Option within twelve (12) months thereafter, the purchase price shall be equal to seventy (70%) of the property's fair market value. In all events, when eight (8) years has elapsed from the commencement of the Multi-Family Project, the Commercial Project Property shall be transferred to the City for \$10.00, without any restrictions on development. The City may thereafter, seek to sell or develop the Commercial Project Property or use it for any lawful purpose, within its sole discretion. At such time as the City either purchases, or otherwise acquires the Commercial Project Property, the non-conforming use and non-conforming structure designations shall be removed from the Multi-Family Project.

- d. If the City exercises its Purchase Option, the closing shall occur thirty (30) days from the date of the last appraisal that establishes the purchase price for the property. Alternately, in the event the Developer fails to commence the Commercial Project within eight (8) years of the commencement of the Multi-Family Project, the closing shall occur within thirty (30) days of the lapse of eight (8) years from the issuance of the initial permit for the Multi-Family Project. At the closing, the owner of the Commercial Project shall execute and deliver to the City or its designee a covenant deed conveying fee simple marketable title to the Commercial Project property, subject to easements and building and use restrictions of record (to the extent amended by this Agreement), the lien of taxes not yet due and payable, and zoning ordinances and matters that would be shown by an accurate survey, but free from all mortgages, liens or other monetary encumbrances, and the City shall pay the purchase price to the owner of the Commercial Project by wire transfer of immediately available U.S. funds. The parties shall execute and deliver such additional documents that are reasonably necessary to consummate the purchase and sale of the subject property pursuant to the foregoing terms. If the City provides an Option Election Notice before the eight (8) years for the Multi-Family Project, but thereafter fails to purchase the property for any reason other than the seller's default, the owner of the Commercial Project shall have the right, as its sole remedy, to terminate the purchase and sale transaction. However, the Purchase Option, as set forth herein, shall remain in full force and effect until the end of the eight-year period when the Property is transferred to the City. If the owner of the Commercial Project fails to close on the sale of the property for any reason other than the City's default, or fails to convey the Property at the end of the eight-year period, the City shall have the right, in addition to its remedies at law or in equity, to specifically enforce this paragraph 2.
- e. Notwithstanding anything to the contrary contained in this paragraph 2, if the owner of the Commercial Project commences construction of the Commercial Project and diligently pursues the completion of the Commercial Project, the City shall not have the right to exercise its Purchase Option. In addition, if the City has provided an Option Election Notice and, prior to the closing date, the owner of the Commercial Project

commences construction of the Commercial Project, the City's Option Election Notice shall be deemed rescinded, in which event the owner shall reimburse the City for its appraisal and third-party inspection costs.

3. If, during the development of the Land, including the removal of existing structures within the Land, the Developer encounters previously unknown physical or environmental conditions that would be eligible for tax credits and/or alternative financing options pursuant to the Brownfield Redevelopment Act and/or the Michigan Business Tax Act, or other applicable laws and ordinances, the City shall cooperate with Developer with respect to Developer's application seeking such tax credits or alternative financing, to the extent that the Developer is determined to be eligible for such credits and/or financing.
4. The City acknowledges and agrees that Developer shall not be obligated to replace any trees removed from the Land in connection with the construction of the Development in accordance with the Site Plan or make any contributions to the City's tree fund in connection therewith, regardless of whether the removed trees exceed 8" dbh, because of the low quality of the trees being removed.
5. The City agrees to take the necessary actions to remove the land being donated to the City from the remainder of the Development for real estate tax purposes. In addition, the City agrees to approve a tax parcel split which establishes the Multi-Family Project and the Commercial Project as separate tax parcels in accordance with the lot split drawing attached hereto as **Exhibit G**.
6. The Undertakings have been voluntarily offered by Developer in order to provide an enhanced use and value of the Land, and to protect the public safety and welfare, and, to induce the City to grant the requested Ordinance Deviations and to enter into the covenants contained in this Agreement so as to provide material advantages and development options for the Developer.
7. All of the Undertakings represent actions, improvements and/or forbearances that are directly beneficial to the Land and/or to the development of and/or marketing of residential units on the Land. The burden of the Undertakings on the Developer is roughly proportionate to the burdens being created by the development, and to the benefit which will accrue to the Land as a result of the requirements represented in the Undertakings.
8. By execution of this Agreement, Developer acknowledges that it has acted in consideration of the City approving the Ordinance Deviations, and Developer agrees to be bound by the provisions of this Agreement. The action of the City in entering into this Development Agreement is based upon the understanding that the intent and spirit of the police

power objectives of the City relative to the Land are embodied in the development with the Undertakings, and would be assured based upon the Undertakings, and the City is thus achieving its police power objectives and has not, by this Agreement, bargained away or otherwise compromised any of its police power objectives. The City acknowledges that it is bound by the terms of this Agreement and the approved Site Plan.

9. The development on the Land may be constructed in phases, in accordance with the approved Phasing Plan. One or more phases may be concurrently developed. The parties acknowledge that the Site Plan attached as **Exhibit B**, is subject to approval by the City for final design and engineering, which contemplates adjustments, including those initiated in the discretion of Developer. In addition, the boundaries of the land required for the realignment and reconstruction of Flint Street that are identified on **Exhibit F** attached hereto differ from the right of way boundaries shown in the Site Plan. In connection with the foregoing, any minor modifications to the Site Plan requested by Developer as a result of the relocation of the proposed right of way, such as the inclusion of additional parking spaces or the modification of balcony widths, shall be reviewed administratively and approved, provided such minor modifications do not require any variances from the City's ordinances. Pursuit of development of such plan, as so adjusted, assuming no increase in density beyond 255 Apartments, maintenance of open space as provided for in this Agreement, and the general layout, shall not, in and of itself, be deemed a material violation of the Undertakings.
10. After consulting with their respective attorneys, Developer and City confirm that this Agreement is authorized by and consistent with all applicable state and federal law 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 each shall be entitled to injunctive relief to prohibit any actions by the other inconsistent with the terms of this Agreement.
11. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, assigns and transferees, and an affidavit providing notice of this Agreement may be recorded by either party with the office of the Oakland County Register of Deeds.
12. This Agreement may be signed in counterparts.

"DEVELOPER"

Bond at Novi, LLC,
a Michigan limited liability company

By:
Its:

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____,
2019, by _____, as the _____ of
_____, the manager of Bond at Novi, LLC, on behalf of such company.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

"CITY":
CITY OF NOVI
a Michigan municipal corporation

BY: _____

BY: _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged, signed and sworn to before me on this _____ day _____, 2019, by _____, Mayor and _____, Clerk of the City of Novi.

Notary Public

County, Michigan
My Commission Expires: _____

EXHIBIT A
PROPERTY DESCRIPTION EXHIBIT

EXHIBIT A

LEGAL DESCRIPTION

Land in the City of Novi, Oakland County, Michigan, described as:

PARCEL 1:

Lots 6, 7 and 8, RAILROAD SUBDIVISION, according to the plat thereof as recorded in Liber 92 of Plats, pages 16, 17 and 18, Oakland County Records.

PARCEL 2:

All that part of Lot 9, RAILROAD SUBDIVISION, according to the plat thereof as recorded in Liber 92 of Plats, pages 16, 17 and 18, Oakland County Records, described as: Beginning at the Southeast corner of Lot 7 of SUPERVISOR'S PLAT NO. 3, as recorded in Liber 54A of Plats, page 84, Oakland County Records, also being the Northerly corner of said Lot 9; thence South 58 degrees 39 minutes 32 seconds East, 91.79 feet; thence along the Southerly line of Flint Street, 90.00 feet wide, South 70 degrees 38 minutes 00 seconds East, 176.30 feet; thence along the Southwesterly line of Flint Street, 75.00 feet wide, South 29 degrees 51 minutes 45 seconds East, 219.68 feet; thence along the Easterly line of said Lot 9, South 27 degrees 03 minutes 36 seconds West, 375.00 feet; thence along the Southerly line of said Lot 9, North 36 degrees 26 minutes 24 seconds West, 633.32 feet; thence along the Westerly line of said Lot 9, North 13 degrees 04 minutes 21 seconds East, 171.48 feet; thence along the Southerly line of said Lot 7 and the Northerly line of said Lot 9, South 73 degrees 24 minutes 45 seconds East, 160.50 feet to the Point of Beginning.

PARCEL 2 ALSO DESCRIBED BY SURVEY AS FOLLOWS:

Part of Lot 9 of "RAILROAD SUBDIVISION" a Subdivision of part of Lot 17 of "SUPERVISORS PLAT NO. 3" Liber 54A, page 84, of part of the Southeast 1/4 of Section 15 and part of the Northeast 1/4 of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, as recorded in Liber 92, of Plats, page 16, 17, and 18, Oakland County Records, more particularly described as: Beginning at a point located South 03 degrees 10 minutes 57 seconds East along the East line of said Section 22, 138.97 feet and North 73 degrees 48 minutes 57 seconds West along the North line of said "SUPERVISORS PLAT NO. 3", 704.61 feet and South 09 degrees 00 minutes 28 seconds West, 168.50 feet and North 76 degrees 27 minutes 32 seconds West, 100.00 feet and South 07 degrees 56 minutes 01 second West, 99.43 feet from the Northeast corner of said Section 22, being the Point of Beginning and the Southeast corner of Lot 7 of said "SUPERVISORS PLAT NO. 3"; thence South 61 degrees 37 minutes 16 seconds East, 92.05 feet; thence South 74 degrees 04 minutes 10 seconds East, 176.38 feet; thence South 32 degrees 39 minutes 31 seconds East, 218.62 feet; thence South 23 degrees 38 minutes 55 seconds West, 377.04 feet; thence North 39 degrees 42 minutes 28 seconds West, 633.32 feet; thence North 10 degrees 02 minutes 34 seconds East, 171.48 feet; thence South 77 degrees 38 minutes 25 seconds East, 161.11 feet to the Point of Beginning.

**EXHIBIT B
THE SITE PLAN**

PRELIMINARY SITE PLANS FOR:

THE BOND

**SECTION 22, TOWN 1 NORTH, RANGE 8 EAST,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN**
PREPARED FOR:



DTN MANAGEMENT COMPANY
2502 LAKE LANSING ROAD, SUITE C
LANSING, MICHIGAN 48912
PHONE: 517.371.5300



TRICAP HOLDINGS LLC
30600 NORTHWESTERN, SUITE 430
FARMINGTON, MICHIGAN 48334
PHONE: 248.538.1389 EXT. 236

LEGAL DESCRIPTIONS

PARCELS 1 & 2 COMBINED: 8.731 ACRES.
THE LAND REFERRED TO IN THIS COMMITMENT IS LOCATED IN THE COUNTY OF OAKLAND, CITY OF NOVI, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PARCEL 1, AS RECORDED AND SURVEYED:
LOTS 4, 7 AND 8 "RAILROAD SUBDIVISION" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 97 OF PLATS, PAGE 10; OAKLAND COUNTY RECORDS.

PARCEL 2, AS RECORDED AND SURVEYED:
PART OF LOT 9 OF "RAILROAD SUBDIVISION" ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 97 OF PLATS, PAGES 10, 11, AND 18; OAKLAND COUNTY RECORDS, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 OF "SUPERVISORS PLAT NO. 3", AS RECORDED IN LIBER 364 OF PLATS, PAGE 84; OAKLAND COUNTY RECORDS, ALSO BEING THE NORTHERLY CORNER OF SAID LOT 9; "TRUCK 536 39 32" E. 100.00 FEET; S58°28'11" E. 145.50 FEET; THENCE ALONG THE SOUTHWEST LINE OF FLINT STREET, 50.00 FEET WIDE, S70°31'00" E. 176.30 FEET; THENCE ALONG THE SOUTHWEST LINE OF FLINT STREET, 15.00 FEET WIDE, S29°52'45" E. 229.08 FEET; THENCE ALONG THE EASTERN LINE OF SAID LOT 9, S27°03'36" W. 315.00 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 9, S39°28'24" W. 633.32 FEET; THENCE ALONG THE WESTERLY LINE OF SAID LOT 9, N11°04'21" E. 271.48 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 7 AND THE NORTHERLY LINE OF SAID LOT 5, S73°14'47" E. 160.50 FEET TO THE POINT OF BEGINNING.

NOTE: THE FOLLOWING DESCRIPTION IS BASED ON A SURVEY BY JOSEPH C. KAPLECEK, PLS. ON 5/17/2011, JOB NO. 130026 WITH A BASIS OF BEARING ON NAD83 (COR 98) SPEC. MICHIGAN SOUTH ZONE. THE FOLLOWING BEARINGS DO NOT RELATE TO THE RECORD PLAT FOR THE "RAILROAD SUBDIVISION" THEREFORE THE ABOVE RECORDS DESCRIPTION FOR PARCEL 2 WAS USED FOR THIS SURVEY ON THIS DATE.
ALSO DESCRIBED BY SURVEY JOSEPH C. KAPLECEK, JOB NO. 10018:
PART OF LOT 9 "RAILROAD SUBDIVISION", A SUBDIVISION OF PART OF LOTS 17 OF "SUPERVISORS PLAT NO. 3", LIBER 364, PAGE 84 OF PART OF THE SOUTHWEST 1/4 OF SECTION 15 AND PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 97 OF PLATS, PAGES 10, 11, AND 18; OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT LOCATED 503 TO 576' ALONG THE EAST LINE OF SAID SECTION 22, 138.97 FEET AND N73°48'57" W. ALONG THE NORTH LINE OF SAID "SUPERVISORS PLAT NO. 3", 704.92 FEET AND S09°09'28" W. 158.10 FEET AND N76°27'32" W. 106.06 FEET AND S07°56'01" W. 99.43 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 22, BEING THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF LOT 7 OF SAID "SUPERVISORS PLAT NO. 3"; THENCE S61°37'26" E. 92.03 FEET; THENCE S74°04'10" E. 178.18 FEET; THENCE S82°19'31" E. 218.62 FEET; THENCE S23°38'55" W. 373.04 FEET; THENCE N39°42'28" W. 633.37 FEET; THENCE S10°02'34" E. 171.48 FEET; THENCE S77°38'29" E. 161.11 FEET TO THE POINT OF BEGINNING.

PARCEL 1 #22-22-226-003
PARCEL 2 #22-22-226-005



- INDEX**
1. COVER SHEET
 2. OVERALL SITE PLAN
 3. R.O.W. TAKING PLAN AND OPEN SPACE PLAN
 4. STORM WATER MANAGEMENT PLAN
 5. PHASING PLAN

- BENCHMARKS:**
- NO BENCH IN NORTH HALF OF POWER HILL LOCATED ON THE WEST SIDE OF FLINT STREET 1/4 MILE (SOUTHWEST) OF THE SOUTHWEST CORNER OF LOT 4.
 - LOCATION FOR 44' CITY OF NOVI BENCH.
 - LINE OF BENCHMARK BENCHMARK AT NORTHERLY CORNER (POINT OF PROPERTY) LOCATED ON 15 MILE CITY OF NOVI BENCHMARK.



SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331

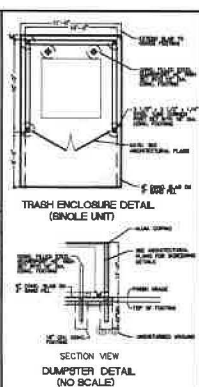
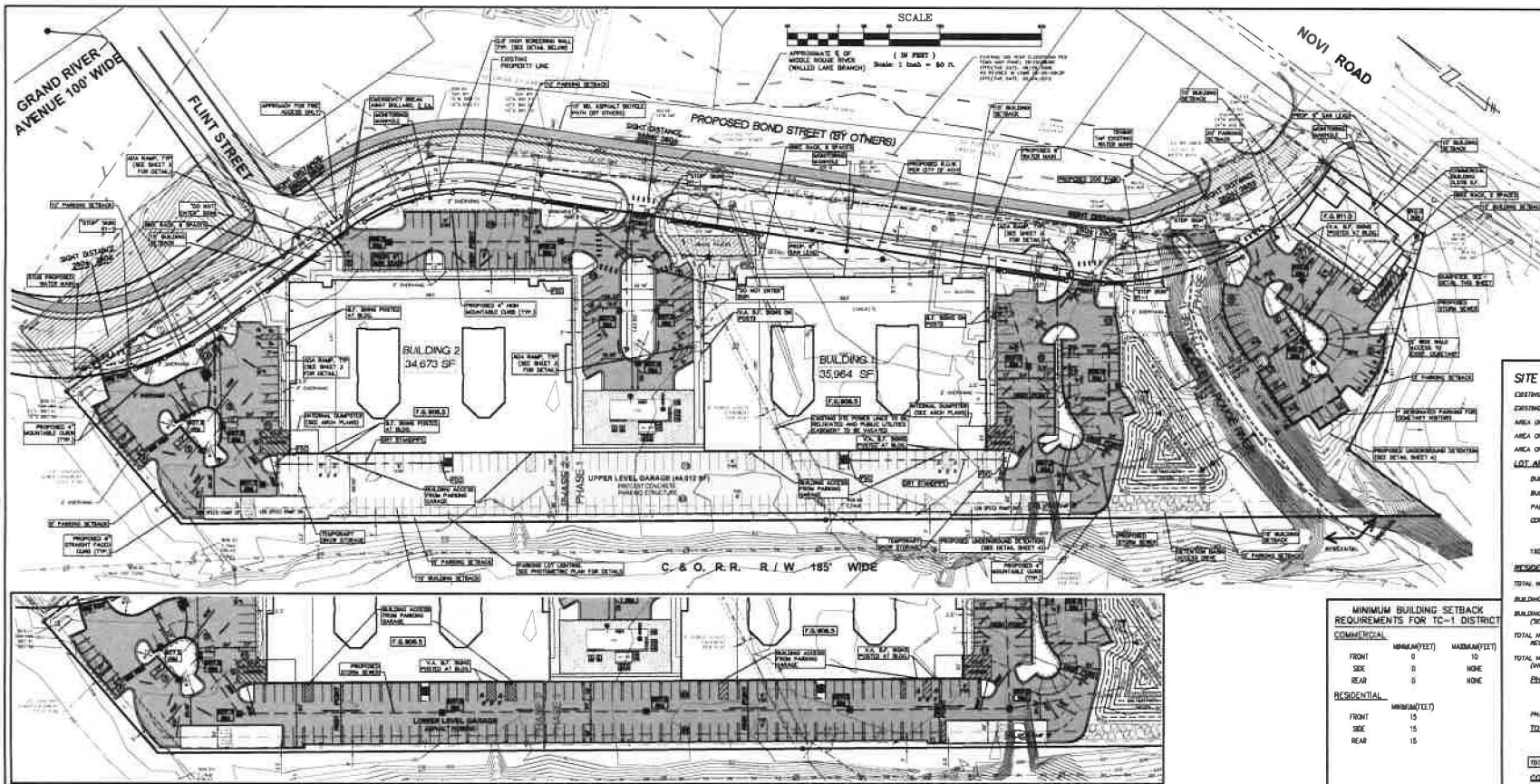
ARCHITECTURAL DESIGN PREPARED BY:
HUMPHREYS & PARTNERS ARCHITECTS, L.P.
5339 ALPHA ROAD
SUITE 300 • DALLAS, TX 57240
PHONE: 972.701.9636

BOUNDARY SURVEY PREPARED BY:
FAZAL KHAN & ASSOCIATES, INS
43279 SCHOENHERR
STERLING HEIGHTS, MICHIGAN 48313
PHONE: 586.739.8007
FAX: 586.739.6994

LANDSCAPE PLANS PREPARED BY:
ALLEN DESIGN, LLC
LANDSCAPE ARCHITECTURE
557 CARPENTER
NORTHVILLE, MICHIGAN 48167
PHONE: 248.467.4668

PROPERTY BOUNDARY & TOPO INFORMATION
ALPINE ENGINEERING, INC.
46892 WEST ROAD, SUITE 109
NOVI, MICHIGAN 48377
PHONE: 248.926.3765

08-10-18	REVISION #1: A.C. JOB NUMBER: 11-2018 CONSOLIDATED PER 1-18-2018 FILE 11-108-2018.DWG	SHEET
COVER SHEET		
SEIBER, KEAST ENGINEERING, L.L.C. CONSULTING ENGINEERS 100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167 PHONE: 248.308.3331		1



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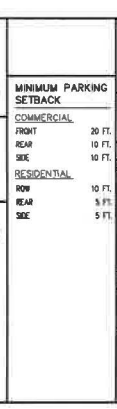
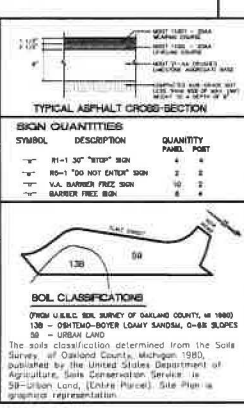
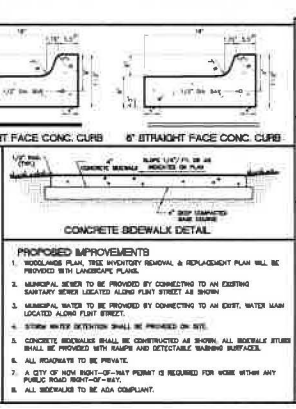
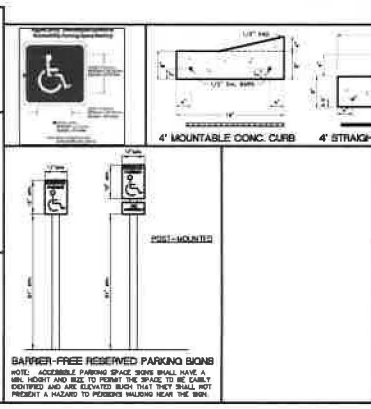
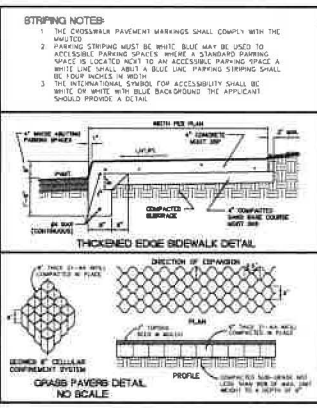
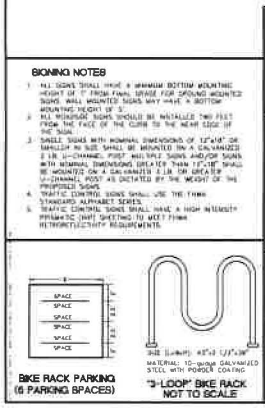
EXISTING ZONING	= TC-1
EXISTING AREA OF SITE GRASS	= 6,721 AC
AREA OF SITE GRASS (AFTER ALLOW PARKING)	= 7,746 AC
AREA OF COMMERCIAL SITE	= 1,077 AC
AREA OF RESIDENTIAL SITE	= 6,647 AC
LOT AREA COVERAGE:	
BUILDING 1 (PHASE 1)	= 35,864 SF
BUILDING 2 (PHASE 2)	= 34,872 SF
PARKING GARAGE	= 146,512 SF
COMMERCIAL BUILDING	= 3,178 SF
TOTAL AREA	120,227 SF
11/22/27 SF / 331,134 SF	= 33.66%

RESIDENTIAL (PHASES 1 & 2):

TOTAL NO. OF RESIDENTIAL UNITS	= 252 UNITS
BUILDING 1 (PHASE 1)	= 127 UNITS
BUILDING 2 (PHASE 2)	= 125 UNITS
TOTAL NUMBER OF RESIDENTIAL PARKING REQUIRED (TO DISTRICT)	= 432
TOTAL NUMBER OF RESIDENTIAL PARKING PROVIDED (INCLUDING 14 H.P. PARKING SPACES)	= 432
PHASE 1:	
2-LEVEL GARAGE SURFACE	= 153
BOND STREET PARALLEL	= 30
PHASE 2:	
2-LEVEL GARAGE SURFACE	= 270
BOND STREET PARALLEL	= 30
TOTAL RESIDENTIAL PARKING SPACES PROVIDED = 432	

MINIMUM BUILDING SETBACK REQUIREMENTS FOR TC-1 DISTRICT

	MINIMUM (FEET)	MAXIMUM (FEET)
FRONT	10	NONE
SIDE	0	NONE
REAR	0	NONE



THE BOND

SECTION 88, TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

REVISIONS

UTILITY WARNING

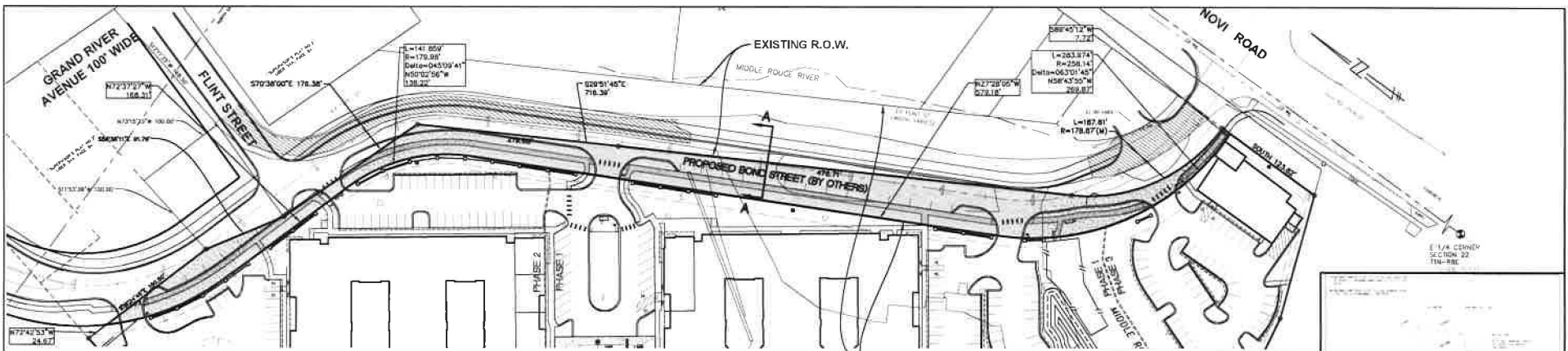
811

OVERALL SITE PLAN

SEIBER, KEAST ENGINEERING, L.L.C.

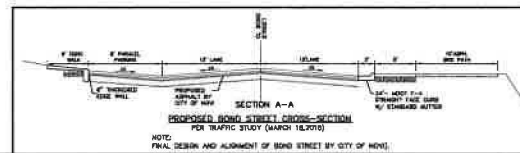
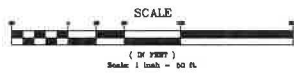
CONSULTING ENGINEERS
100 MANLYNCRE ST. SUITE 104 BIRMINGHAM, MI 48407
PHONE: 248.308.3333

SHEET 2

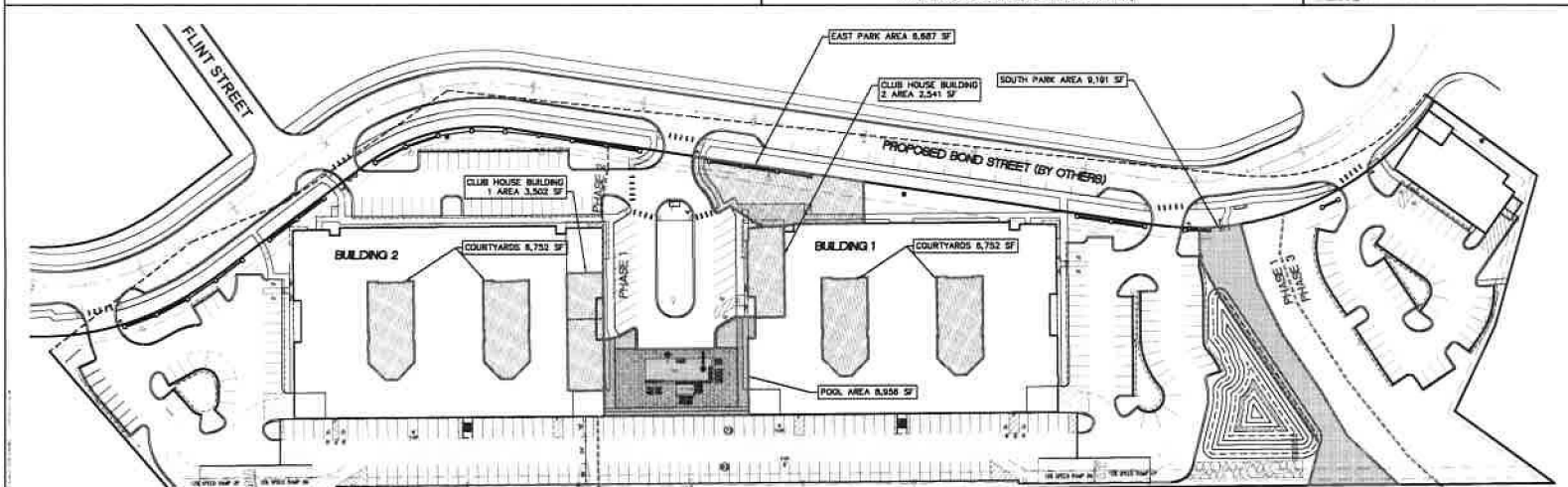
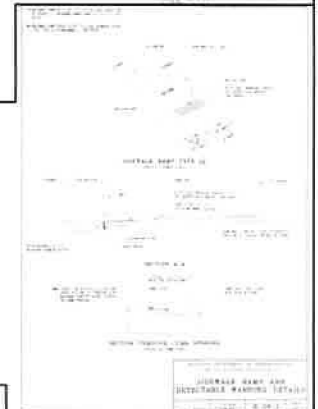


RIGHT OF WAY TAKING PLAN

PROPOSED R.O.W.
APPROXIMATE AREA TO BE DONATED TO CITY OF NOVI - 100 A.C.±



DATE	BY	REVISION



OPEN SPACE PLAN

OPEN SPACE CALCULATIONS

OPEN SPACE REQUIREMENTS:
TOTAL PARCEL X 15% = 7.74 AC X .15 = **1.16 AC.**

OPEN SPACE PROVIDED:
EAST PARK AREA (AS SHOWN) 6,887 SF
SOUTH PARK AREA (AS SHOWN) 6,181 SF
POOL AREA (AS SHOWN) 6,956 SF

ADDITIONAL OPEN SPACE:
BUILDING 1
BALCONIES 7,890 SF
CLUB HOUSE (AS SHOWN) 3,502 SF
COURTYARDS (AS SHOWN) 6,752 SF
BUILDING 2
BALCONIES 7,207 SF
CLUB HOUSE (AS SHOWN) 2,541 SF
COURTYARDS (AS SHOWN) 6,752 SF
56,385 SF = 1.28 AC

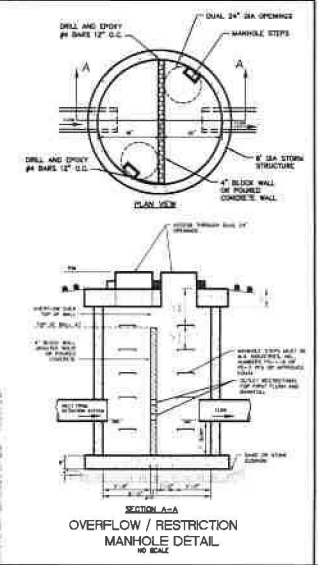
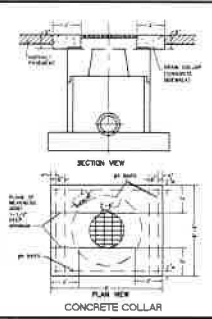
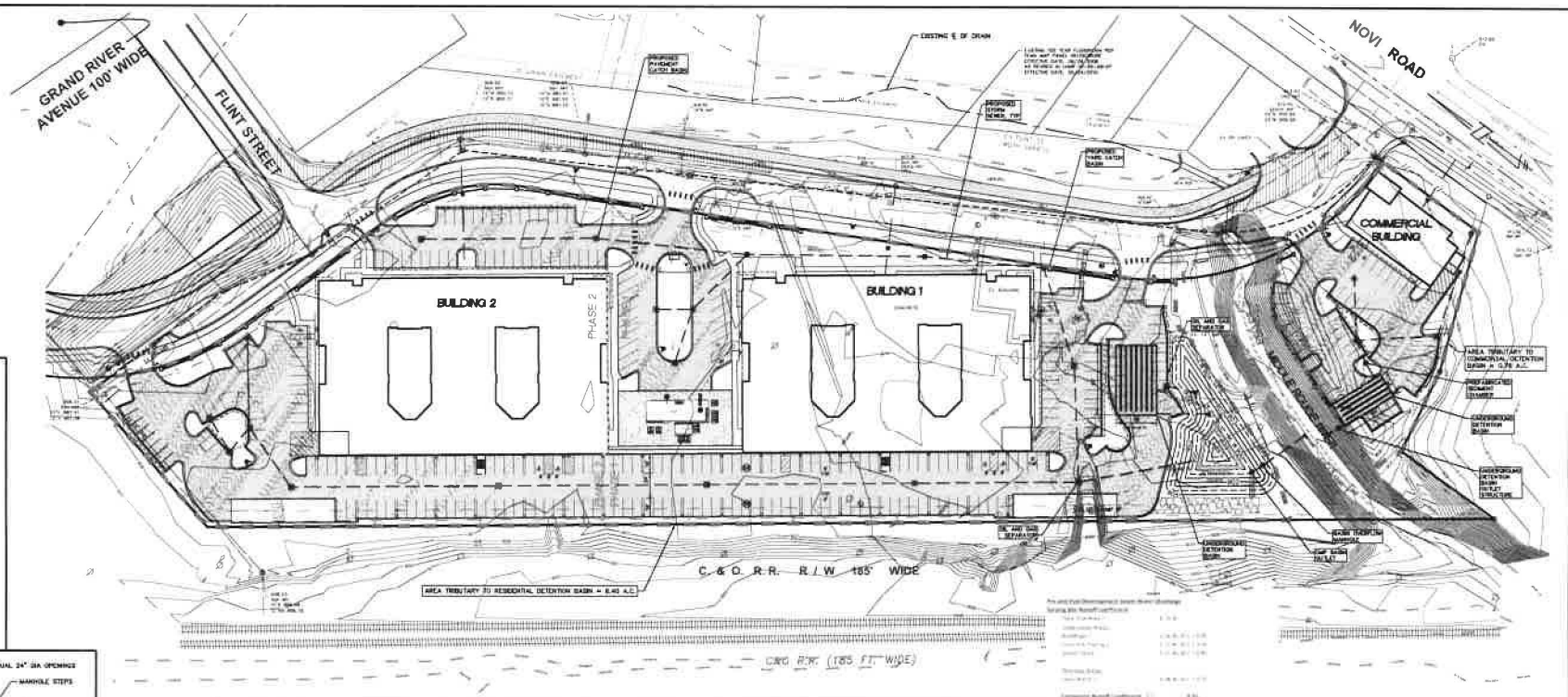
THE BOND
SECTION 28, TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

REVISIONS		UTILITY WARNING
NO.	DATE	

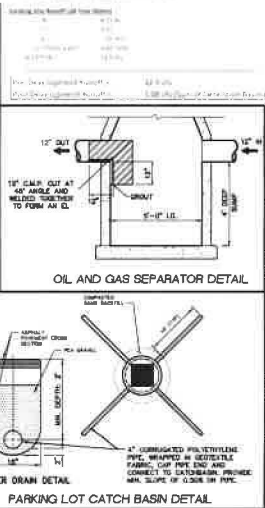
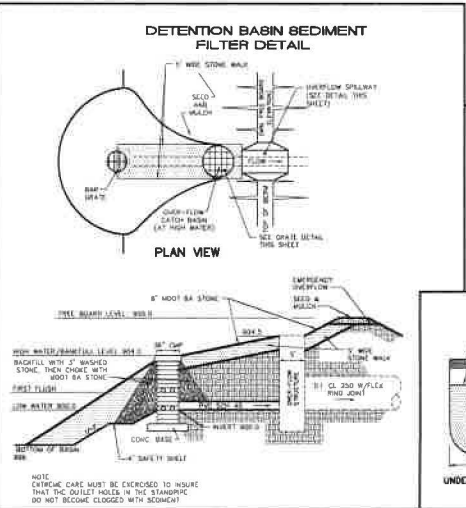
DATE: 08-14-17 PROJECT NO.: 17-001-0000-010 SHEET NO.: 2-1100-010-010

R.O.W. TAKING PLAN AND OPEN SPACE PLAN

SEIBER, KRAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MANICENTRE • SUITE 104 NORTHVILLE, MI 48867
PHONE: 248.308.2331



Material	Quantity	Unit	Notes
18\"/>			



NOTE: ALL PARKING LOT CATCH BASINS ARE UNDERDRAINS (SEE DETAIL THIS SHEET)

SCALE
1" = 10' (OR FEET)
Block: 2" Block = 30' 0"

THE BOND
SECTION 22, TOWN 1 NORTH, RANGE 6 EAST
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

NO.	DATE	DESCRIPTION

UTILITY WARNING

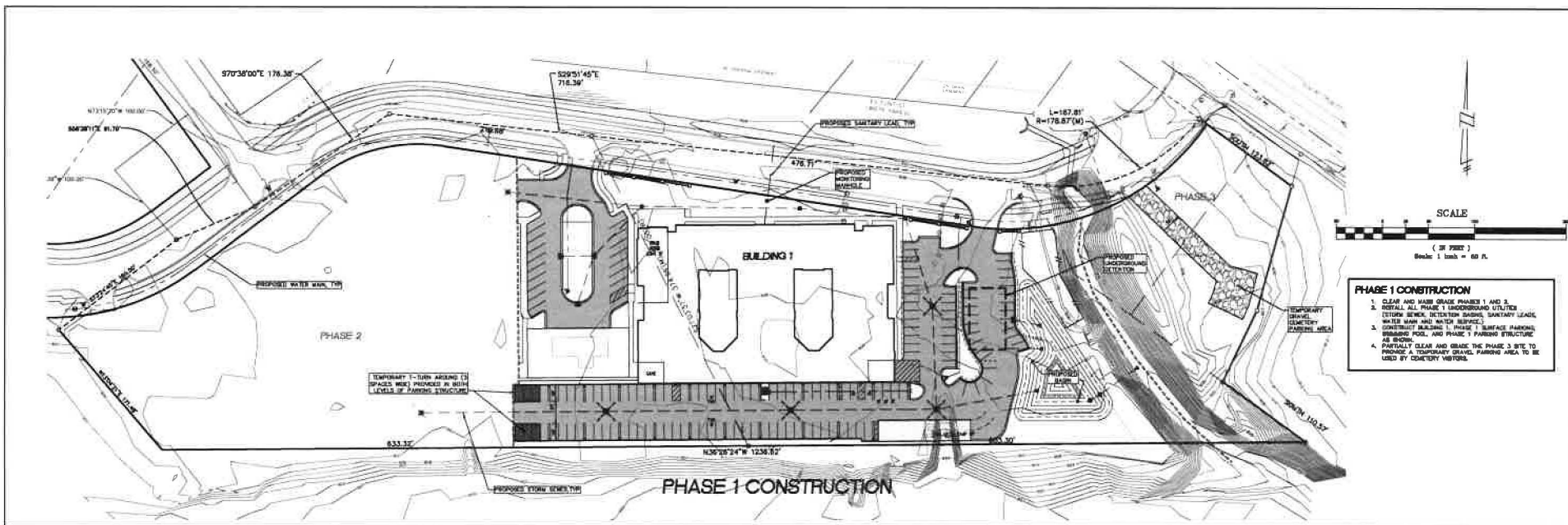
811 www.811.org

DATE: 06-18-19

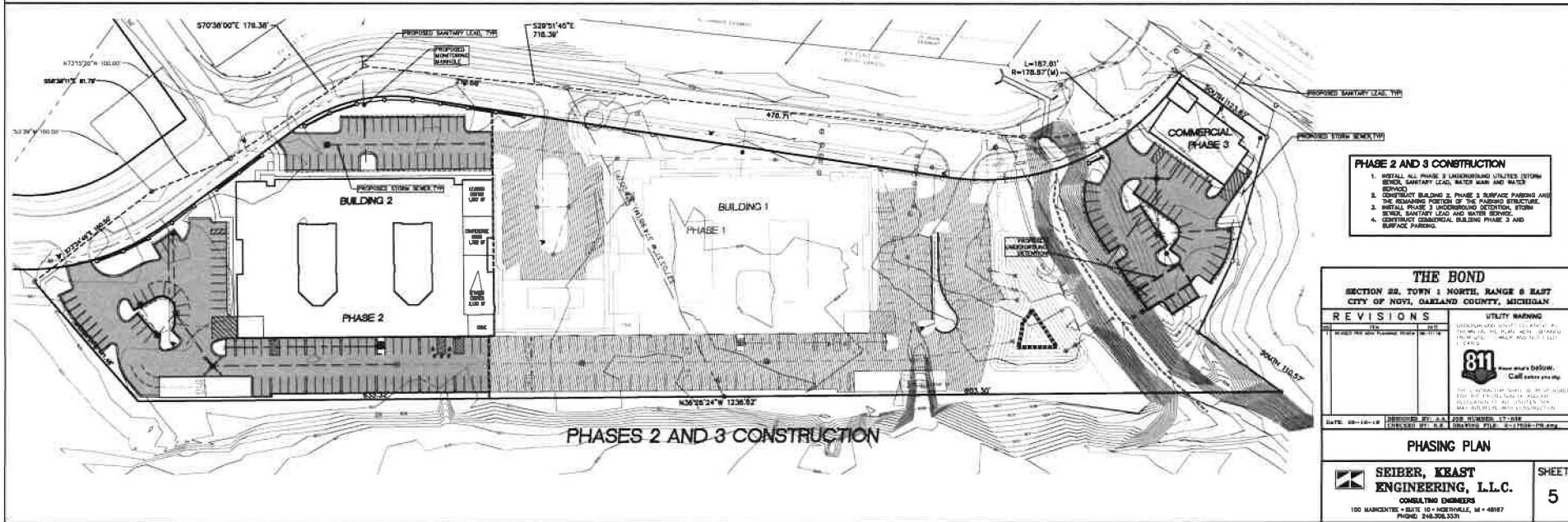
STORM WATER MANAGEMENT PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 HANCOCK AVENUE SUITE 104 BIRMINGHAM, MI 48407
PHONE: 248.308.3333

SHEET **4**



- PHASE 1 CONSTRUCTION**
1. CLEAR AND MARK GRADE PHASES 1 AND 2.
 2. INSTALL ALL PHASE 1 UNDERGROUND UTILITIES (STORM SEWER, DETENTION BASINS, SANITARY LEAD, WATER MAIN AND WATER SERVICES).
 3. CONSTRUCT BUILDING 1, PHASE 1 SURFACE PARKING, SWAMPING POOL, AND PHASE 1 PARKING STRUCTURE AS WORK.
 4. PARTIALLY CLEAR AND GRADE THE PHASE 3 SITE TO PROVIDE A TEMPORARY GRAVEL PARKING AREA TO BE USED BY CUSTOMER VEHICLES.



- PHASE 2 AND 3 CONSTRUCTION**
1. INSTALL ALL PHASE 3 UNDERGROUND UTILITIES (STORM SEWER, SANITARY LEAD, WATER MAIN AND WATER SERVICES).
 2. CONSTRUCT BUILDING 2, PHASE 3 SURFACE PARKING AND THE REMAINING PORTION OF THE PARKING STRUCTURE.
 3. INSTALL PHASE 3 UNDERGROUND DETENTION STORM SEWER, SANITARY LEAD AND WATER SERVICE.
 4. CONSTRUCT COMMERCIAL BUILDING PHASE 3 AND SURFACE PARKING.

THE BOND

SECTION 22, TOWN 1 NORTH, RANGE 6 EAST
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

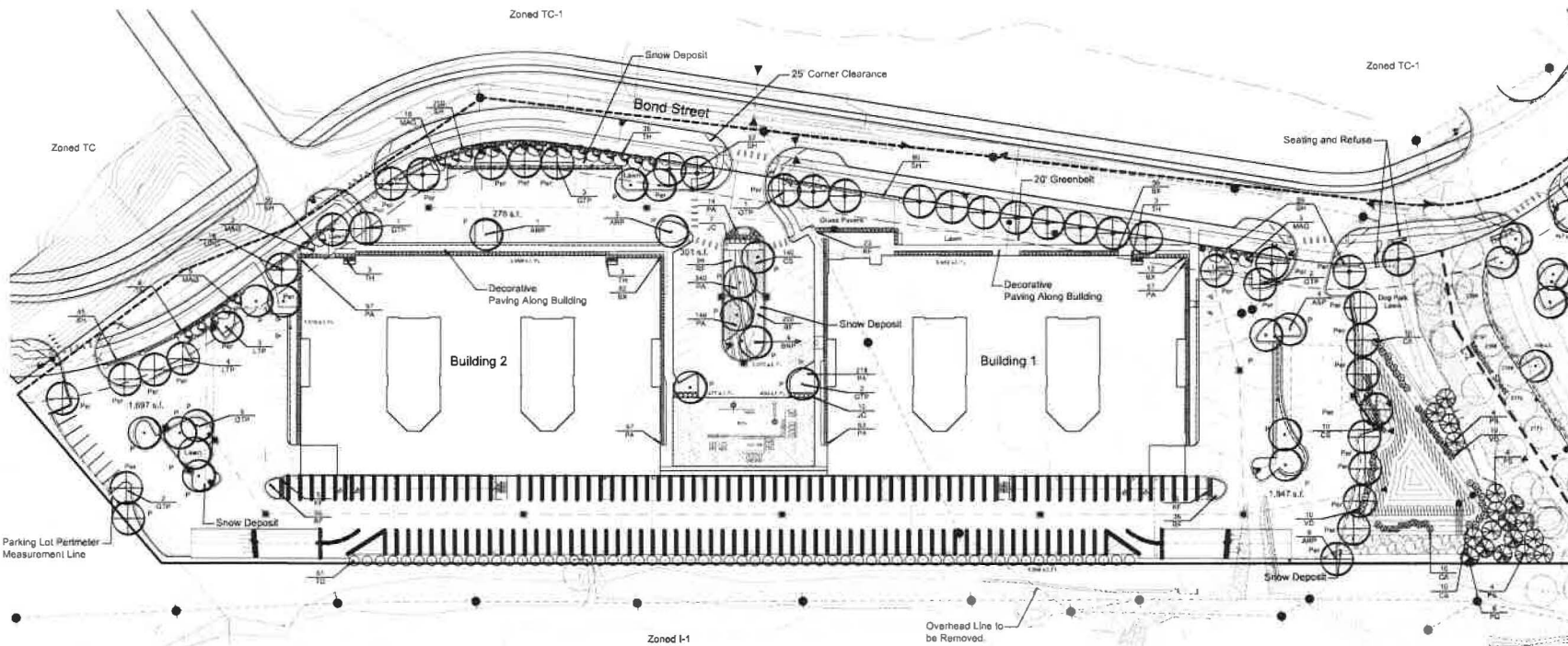
REVISIONS		UTILITY WARNING
NO.	DATE	DESCRIPTION

811 Call before you dig

DATE: 08-18-19 PROJECT NO.: 19-0000-01-000 SHEETS: 17 OF 18
DESIGNED BY: S.E. LINDSEY FILE: 19-0000-01-000

PHASING PLAN

SEIBER, KRAST ENGINEERING, L.L.C. <small>CONSULTING ENGINEERS 100 MARQUETTE • SUITE 100 • HUNTSVILLE, MI • 48837 PHONE: 248.308.3331</small>	SHEET 5
--	--------------------------



Landscape Summary - Multi-Family

Existing Zoning	TC-1	Foundation Landscaping - Including Deck
Street Frontage Adjacent to Pkg.	300'	Building Perimeter 2,072 LL Landscape Required 16,576 s.f. (2,072' x 8') Landscape Provided 19,806 s.f.
Trees Required	12 Trees (300' / 25')	Multi-Family Requirements Final Floor Units Proposed 49 Units Trees Required 147 Trees (49 x 3) Trees Provided 136 Trees
Trees Provided	0 Trees	Woodland Replacement Trees Required 139 Trees Trees Provided 0 Trees Trees to be Pkd Into Fund 129 Trees
Ornamental Trees Required	22 Trees (320' / 15')	
Ornamental Trees Provided	22 Trees	
Street Frontage not Adjacent to Pkg. Less Drive Openings	479'	
Less Drive Openings	155'	
Less Drive Openings	720'	
Trees Required	24 Trees (720' / 30')	
Trees Provided	19 Trees	
Ornamental Trees Required	36 Trees (720' / 20')	
Ornamental Trees Provided	4 Trees	
Parking Lot Landscaping	56,925 s.f.	Detention Pond 419 LL High Water Length 283 LL (419' x 70%) Plantings Provided 300 LL (72%)
Vehicle Use Area (Exclusive of Deck)	50,000 s.f.	
VUA up to 50,000 s.f.	3,750 s.f. (50,000 s.f. x 7.5%)	Requested Waivers:
VUA over 50,000 s.f.	169 s.f. (16,925 s.f. x 1%)	1. Sec. 5.5.A Requiring a 10'-15' High Barrier Adjacent to the I-1 Zoning District. A Two Story Parking Deck Abuts the I-1 Zoning and is Planted with Evergreens Effectively Buffering the Residences.
Landscape Area Required	3,915 s.f.	2. Sec. 5.5.3.B.1.f Requiring a 20' Greenbelt Adjacent to Parking. 119 LL of Parking is Located within the 20' Greenbelt. Evergreen Hedges Have been Added to Screen the Parking.
Landscape Island Provided	4,123 s.f.	3. Sec. 5.5.3.B.1.g Requiring 73% of Foundation Landscaping to be Located in Beds with a Minimum 4' Width. Due to the Urban Nature of the Project, Beds are Less than 4'.
Trees Required	19.5 Trees (3,919 s.f. / 200')	4. Sec. 5.5.F.3.a.(1) Requiring 3 Trees per Unit. This Requirement Cannot be Met due to Limited Planting Area. A Waiver of 11 Trees is Requested.
Trees Provided	20 Trees	5. Sec. 5.5.F.3.a.(2) Requiring Inset Street Trees. Two Trees Cannot be Planted Due to the Fire Access Lane.
Parking Lot Perimeter Length	556 LL	
Trees Required	28 Trees (556' / 35')	
Trees Provided	28 Trees	
Inset Street Trees		
Drive Length	105'	
Trees Required	3 Trees (105' / 35')	
Trees Provided	1 Tree	

- Notes:
- A. Transformer to be Screened per Detail on Sheet L-3.
 - B. Plantings Shall be Located no Closer than 4' to Property Lines
 - C. Plantings Shall be no Closer than 10' to Hydrants and Utility Structures.

Plant List

Common Name	Scientific Name	Height	Width	Spacing	Notes
Black Oak	<i>Quercus nigra</i>	20'	12'	10' x 10'	
White Oak	<i>Quercus alba</i>	20'	12'	10' x 10'	
Red Oak	<i>Quercus rubra</i>	20'	12'	10' x 10'	
Pin Oak	<i>Quercus palustris</i>	20'	12'	10' x 10'	
Swamp White Oak	<i>Quercus bicolor</i>	20'	12'	10' x 10'	
Scarlet Oak	<i>Quercus coccinea</i>	20'	12'	10' x 10'	
Live Oak	<i>Quercus virginiana</i>	20'	12'	10' x 10'	
Shumard's Oak	<i>Quercus shumardii</i>	20'	12'	10' x 10'	
Black Maple	<i>Acer nigrum</i>	20'	12'	10' x 10'	
Red Maple	<i>Acer rubrum</i>	20'	12'	10' x 10'	
White Maple	<i>Acer spicatum</i>	20'	12'	10' x 10'	
Black Cherry	<i>Prairire cherry</i>	20'	12'	10' x 10'	
Amelanchier	<i>Amelanchier canadensis</i>	20'	12'	10' x 10'	
Japanese Flowering Quince	<i>Eubankia japonica</i>	20'	12'	10' x 10'	
Japanese Quince	<i>Eubankia japonica</i>	20'	12'	10' x 10'	
Japanese Flowering Quince	<i>Eubankia japonica</i>	20'	12'	10' x 10'	
Japanese Quince	<i>Eubankia japonica</i>	20'	12'	10' x 10'	
Japanese Flowering Quince	<i>Eubankia japonica</i>	20'	12'	10' x 10'	
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Japanese Quince	<i>Eubankia japonica</i>	20'	12'	10' x 10'	
Japanese Flowering Quince	<i>Eubankia japonica</i>	20'	12'	10' x 10'	
Japanese Quince	<i>Eubankia japonica</i>	20'	12'	10' x 10'	

57.1% Native Species

Detention Seed Mix

Seed Name	PLR Seed/ton
Red Top	4.00
Annual Ryegrass	1.50
Perennial Ryegrass	1.50
Smooth Stalked Panicum	1.00
Crested Dogfennel	1.00
Large Crabgrass	1.00
Smooth Bromegrass	1.00
Red Top	1.00
Perennial Ryegrass	1.00
Annual Ryegrass	1.00
Smooth Stalked Panicum	1.00
Crested Dogfennel	1.00
Large Crabgrass	1.00
Smooth Bromegrass	1.00
Red Top	1.00
Perennial Ryegrass	1.00
Annual Ryegrass	1.00
Smooth Stalked Panicum	1.00
Crested Dogfennel	1.00
Large Crabgrass	1.00
Smooth Bromegrass	1.00
Red Top	1.00
Perennial Ryegrass	1.00
Annual Ryegrass	1.00
Smooth Stalked Panicum	1.00
Crested Dogfennel	1.00
Large Crabgrass	1.00
Smooth Bromegrass	1.00
Red Top	1.00
Perennial Ryegrass	1.00
Annual Ryegrass	1.00
Smooth Stalked Panicum	1.00
Crested Dogfennel	1.00
Large Crabgrass	1.00
Smooth Bromegrass	1.00
Red Top	1.00
Perennial Ryegrass	1.00
Annual Ryegrass	1.00
Smooth Stalked Panicum	1.00
Crested Dogfennel	1.00
Large Crabgrass	1.00
Smooth Bromegrass	1.00

Stormwater Seed Mix

Seed Name	PLR Seed/ton
Red Top	4.00
Annual Ryegrass	1.50
Perennial Ryegrass	1.50
Smooth Stalked Panicum	1.00
Crested Dogfennel	1.00
Large Crabgrass	1.00
Smooth Bromegrass	1.00
Red Top	1.00
Perennial Ryegrass	1.00
Annual Ryegrass	1.00
Smooth Stalked Panicum	1.00
Crested Dogfennel	1.00
Large Crabgrass	1.00
Smooth Bromegrass	1.00
Red Top	1.00
Perennial Ryegrass	1.00
Annual Ryegrass	1.00
Smooth Stalked Panicum	1.00
Crested Dogfennel	1.00
Large Crabgrass	1.00
Smooth Bromegrass	1.00
Red Top	1.00
Perennial Ryegrass	1.00
Annual Ryegrass	1.00
Smooth Stalked Panicum	1.00
Crested Dogfennel	1.00
Large Crabgrass	1.00
Smooth Bromegrass	1.00

Emergent Wetland Seed Mix by Castro JF New 2,400 s.f.
 38.8 lbs. per Acre Application Rate
 2.2 lbs. of Emergent Seed Mix
 3'-6" of Topsoil or Wetland Mix shall be Placed in the Area. Use Seed Mix.

Stormwater Seed Mix by Castro JF New 3,541 s.f.
 32.6 lbs. per Acre Application Rate
 2.7 lbs. of Stormwater Seed Mix
 3'-6" of Topsoil shall be Placed in the Area.



Title: **Landscape Plan**

Project: **The Bond Novl, Michigan**

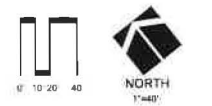
Prepared for: **Tri-Cap Holdings, LLC**
 30600 Northwestern Highway, Suite 430
 Farmington Hills, Michigan 48334

Revision: **Submittal Number**

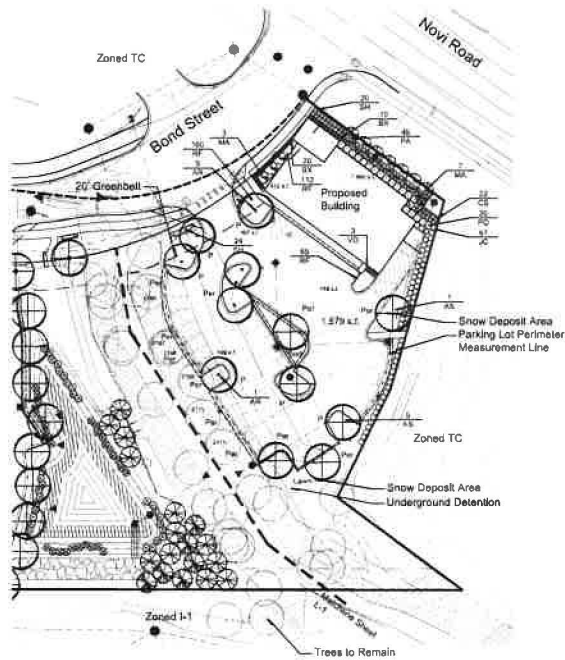
Issued: **May 10, 2018**
 June 17, 2018

Job Number: **18-032**

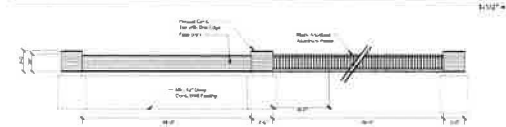
Drawn By: **js** Checked By: **ica**



Sheet No. **L-1**



Wall Detail



Seal:



Title:
Landscape Plan

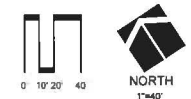
Project:
**The Bond
 Novi, Michigan**

Prepared for:
 Tri-Cap Holdings, LLC
 30600 Northwestern Highway, Suite 430
 Farmington Hills, Michigan 48334

Revision: Issued:
 Submitted May 10, 2018
 Revised June 11, 2018

Job Number:
 18-032

Drawn By: Checked By:
 RA RA



Sheet No.

L-2

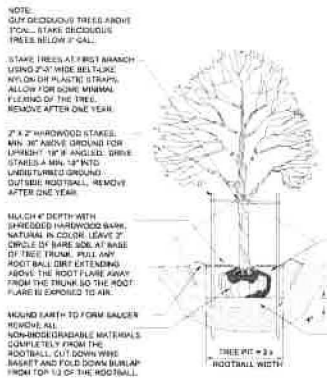
Landscape Summary - Commercial

Existing Zoning	TC-1	Foundation Landscaping	
Greenbelt		Building Perimeter	329 L.F.
Street Frontage Adjacent to Pkg	20'	Landscape Required	2,632 s.f. (328' x 8')
Trees Required	1 Tree (20' / 25')	Landscape Provided	2,653 s.f.
Trees Provided	1 Tree (1 Existing)	Requested Waiver:	
Ornamental Trees Required	0 Trees	1. Sec. 5.5.3.D.8.b. Requiring Planting Beds Along 75% of the Building. A Waiver of 25% is Requested Based on the Current Building Footprint. The Footprint is Conceptual and Additional Planting Opportunities Exist as the Building Architecture is Refined. Plantings can also be Added once the building Elevation is Known.	
Ornamental Trees Provided	0 Trees	Notes:	
Street Frontage not Adjacent to Pkg	271'	A. Transformer to be Screened per Detail on Sheet L-3.	
Less Drive Openings	50'	B. Plantings Shall be Located no Closer than 4' to Property Lines.	
Net Frontage	221'	C. Plantings Shall be no Closer than 10' to Hydrants and Utility Structures.	
Trees Required	7 Trees (221' / 30')		
Trees Provided	0 Trees		
Ornamental Trees Required	11 Trees (221' / 20')		
Ornamental Trees Provided	11 Trees		
Parking Lot Landscaping			
Vehicular Use Area (Exclusive of Deck)	17,757 s.f.		
VUA up to 50,000 s.f.	1,349 s.f. (17,757 s.f. x 7.5%)		
Landscape Area Required	1,331 s.f.		
Landscape Island Provided	1,579 s.f.		
Trees Required	6.6 Trees (1,331 s.f. / 200)		
Trees Provided	7 Trees		
Parking Lot Perimeter Length	381 L.F.		
Trees Required	10.5 Trees (381 / 35)		
Trees Provided	11 Trees (7 Existing)		

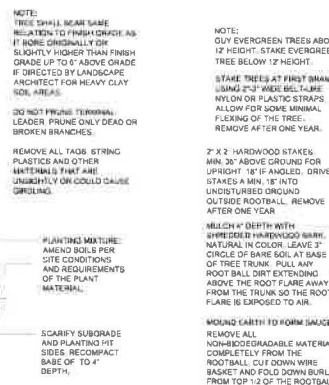
Plant List

Qty	SP	Botanical Name	Common Name	Caliper	Spacing	Cost	Height	Price	Total
5	4	Acer rubrum 'October Glory'	October Glory Red Maple	2 1/2"	as shown	88.8	15.00	\$ 1,404.00	2,400.00
5	6	Aster laevis 'Queen Victoria'	Queen Victoria Sugar Maple	3 1/2"	as shown	88.8	15.00	\$ 1,404.00	2,400.00
30	30	Rosa 'Caroline's Wonder'	Caroline's Wonder Rose	2 1/2"	as shown	74'	52.00	\$ 1,584.00	1,584.00
22	22	Chrysanthemum 'Inchless'	Inchless Chrysanthemum	as shown	42 cent	6	15.00	\$ 330.00	330.00
61	61	Juniperus 'Horizontalis'	Horizontal Juniper	as shown	88.8	6	50.00	\$ 3,050.00	3,050.00
10	10	Malus 'Redbracket'	Redbracket Malus	2 1/2"	as shown	88.8	15.00	\$ 2,550.00	2,550.00
40	40	Parthenocissus vitacea 'Hartwig'	Heartvine Parthenocissus	as shown	42 cent	6	15.00	\$ 600.00	600.00
20	20	Physocarpus opulifolius 'Coppertina'	Coppertina Physocarpus	as shown	36"	6	50.00	\$ 1,800.00	1,800.00
327	327	Rudbeckia hirta 'Goldsturm'	Black Eyed Susan	as shown	42 cent	6	15.00	\$ 5,905.00	5,905.00
44	44	Sparganium angustifolium	Water Sparganium	as shown	42 cent	6	15.00	\$ 660.00	660.00
3	3	Viburnum dentatum	Aronwood Viburnum	as shown	24"	6	50.00	\$ 150.00	150.00
481	481	Kentucky Blue Grass (S.Y.)		as shown	6"	6	6.00	\$ 2,886.00	2,886.00
		Mulch	42 s.y. 4" Dark Stained Hardwood Bark Mulch					\$ 2,016.00	2,016.00
			175' Soil					\$ 1,050.00	1,050.00
			Irises					\$ 7,000.00	7,000.00
			54.5% Native Species.						
									\$2,021.00

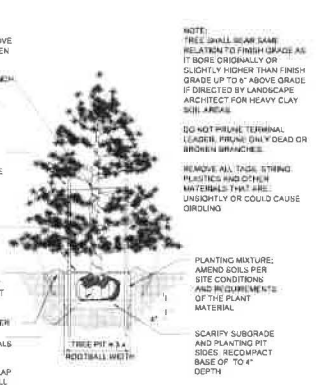




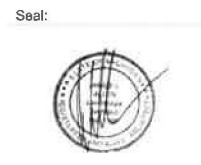
DECIDUOUS TREE PLANTING DETAIL



EVERGREEN TREE PLANTING DETAIL



SHRUB PLANTING DETAIL



Title:
 Landscape Details

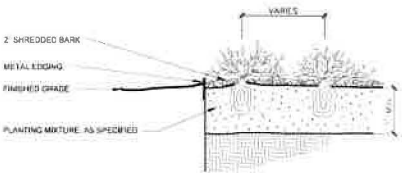
Project:
 The Bond
 Novi, Michigan

Prepared for:
 Tri-Cap Holdings LLC
 20500 Northwestern Highway, Suite 430
 Farmington Hills, Michigan 48334

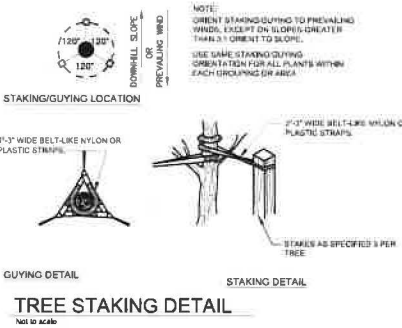
Revision: Issued:
 Submitted: May 11, 2018
 Revised: June 11, 2018

Job Number:
 18-032
Drawn By: Checked By:
 jia jia

Sheet No.



PERENNIAL PLANTING DETAIL



TRANSFORMER SCREENING DETAIL

Bench and Refuse Detail



Scarborough Bench and Refuse by Landscape Forms

LANDSCAPE NOTES

- All plants shall be north Midwest American origin grown. No. 1 grade plant materials and shall be free to name free from physical damage and weed burr.
- Plants shall be fully established, and in healthy vigorous growing condition.
- Plants shall be containerized and other shipping to containers.
- All trees must be staked, banded and mulched and shall be guaranteed to provide a normal growth cycle for at least five (5) full years following site receipt.
- All material shall conform to the guidelines established in the most recent edition of the American Standard for Nursery Stock.
- Provide clean backfill using material excavated on site. Do not use screened and fine soil or any waste, foreign material, and so on.
- "Zagreen" bags or similar non-toxic mulch shall be added to the planting pits before being backfilled.
- Approved planting shall consist of 1.0 screened banded, 7.0 inch and 10.0 container, mixed soil and spread in the root as indicated in planting details.
- All plantings shall be mulched per planting details located on the sheet.
- The Landscape Contractor shall be responsible for all work shown on the landscape drawings and specifications.
- No substitutions or changes of location, or plant types shall be made without the approval of the Landscape Architect.
- The City of Novi Landscape Architect shall be notified of any discrepancy between the plans and field conditions prior to installation.
- The Landscape Contractor shall be responsible for marking all plant material in a visible location throughout the government owned.
- The Landscape Architect shall have the right, at any stage of the installation to reject any work or material that does not meet the requirements of the plans and specifications. If necessary by owner.
- Contractor shall be responsible for checking plant quantities to ensure quantities on drawings and plant lists are the same. In the event of a discrepancy, the quantities on the plans shall prevail.
- The Landscape Contractor shall seed and mulch or seed as indicated on sheets, all areas disturbed during construction, throughout the contract term.
- A pre-emptive weed control system "Premer" or equivalent shall be applied uniformly to all of all planting and planting beds.
- All landscape areas shall be protected with an underground automatic sprinkler system.
- Just shall be two year old "BarroChorodol" Non-toxic Blue Grass grown in a sod nursery in best soil.

CITY OF NOVI NOTES

- All landscape items shall be bare root with a same mixture in landscape drainage.
- All adjacent landscape items shall be outlined.
- All landscape areas shall be irrigated.
- Overhead utility lines and poles to be relocated as directed by utility company of record.
- Excavation and canopy area shall be planted a minimum of 10' from a fire hydrant and maximum 12' from overhead wires.
- All plant material shall be guaranteed for five (5) years after City Approval and shall be installed and mulched according to City of Novi Standard. Replace "Bare Root" Material Within Three Months or Next Drought Period, Whichever is Sooner.
- All proposed street trees shall be planted a minimum of 4' from both the back of curb and proposed walk.
- All tree and shrub planting beds shall be mulched with shredded hardwood bark, spread to minimum depth of 4". All lawn areas shall have a 4" diameter circle of shredded hardwood mulch 3' away from trunk. All perennial annual and ground cover beds shall receive 2" of dark colored bark mulch as indicated on the plant list. Mulch to be free from debris and foreign material, and shall contain no pieces of incompressible slag.
- All Substitutions or Deviations from the Landscape Plan Must be Approved in Writing by the City of Novi Prior to their Installation.

NOTE:
 THE SUBGRADE QUOTE OF INSTALLATION FOR THE PROVIDED LANDSCAPE WILL BE HARD 18" NOVEMBER 15 OF 2018 UPOD.

THE SITE WILL BE APPROVED BY THE 30% SUBMITTAL REQUIREMENTS WITH THE BEADBOARD ART PITS IN THE CITY OF NOVI DURING ORIGINAL. THIS INCLUDES ALL LUMBER AND MATERIALS AS REQUIRED BY NORMAL LANDSCAPE PRACTICE. THIS INCLUDES THE CUT TRAILER WITH THE LANE ADJUST.

DEVELOPER SHALL BE RESPONSIBLE FOR REPLACING ART PANELS WITHIN 60 DAYS OF COMPLETION. THIS INCLUDES THE CUT TRAILER WITH THE LANE ADJUST.

PLANT MATERIAL SHALL BE DELIVERED TO THE SITE AND SHALL BE MAINTAINED IN ACCORDANCE WITH CITY ORDINANCES. WARRANTY PERIOD SHALL BE THE TIME OF CITY APPROVAL. WARRANTY ACCEPTANCE SHALL OCCUR DURING THE WARRANTY PERIOD.



Seal:



Title:
Woodland Plan

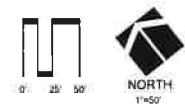
Project:
**The Bond
Novi, Michigan**

Prepared for:
T&C Holdings, LLC
30800 Northwestern Highway, Suite 430
Farmington Hills, Michigan 48334

Revision: Issued:
Submitted May 10, 2018
Revised June 11, 2018

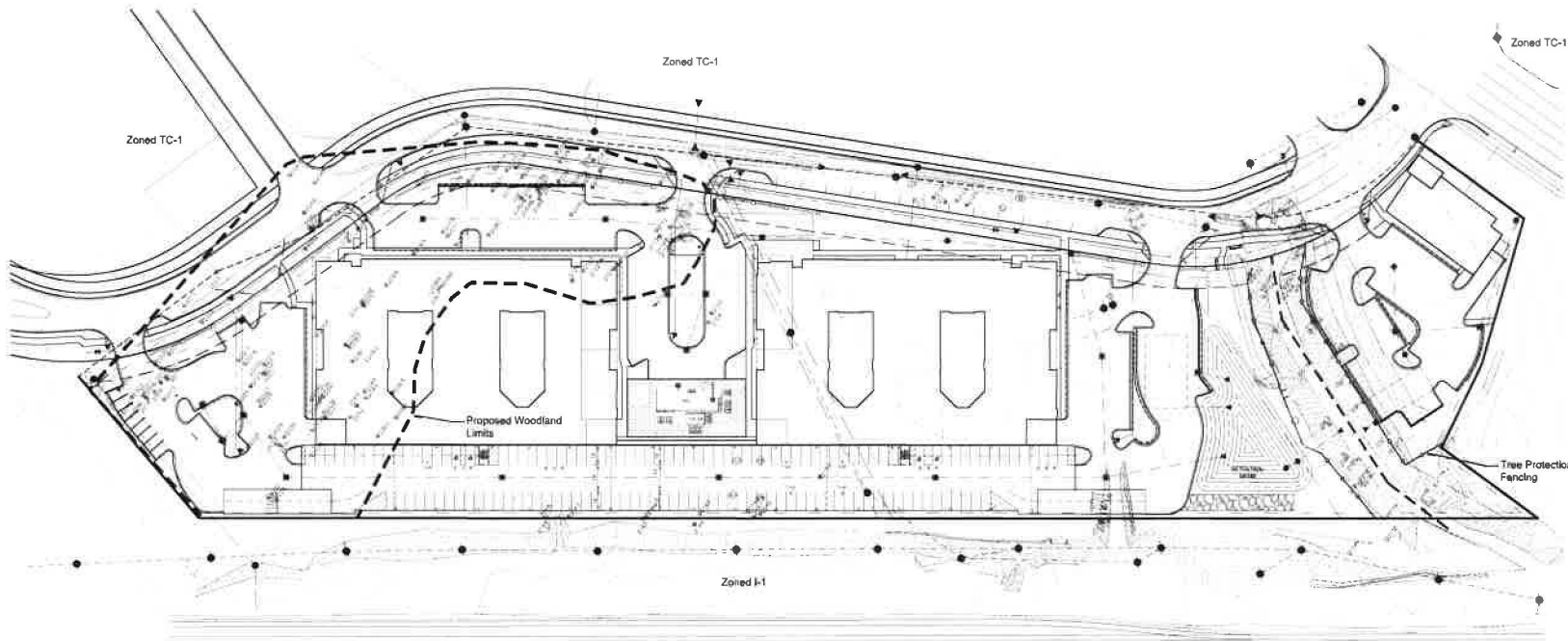
Job Number:
18-023

Drawn By: Checked By:
ja ja



Sheet No.

L-4



Woodland Summary

NO.	DATE	DESCRIPTION	BY	CHECKED	REVISION	REASON
1	05/10/18	Initial Design	ja	ja		
2	06/11/18	Revised Design	ja	ja		
3	06/11/18	Final Design	ja	ja		
4	06/11/18	Final Design	ja	ja		
5	06/11/18	Final Design	ja	ja		
6	06/11/18	Final Design	ja	ja		
7	06/11/18	Final Design	ja	ja		
8	06/11/18	Final Design	ja	ja		
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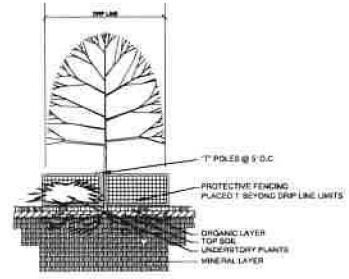


Woodland Summary

Total Trees	185 Trees
Less:	
Dead, Off-site, ROW Trees	37 Trees
Net Trees	148 Regulated Trees
Regulated Trees Removed	103 Trees
Replacement Required	
Trees 8" - 11"	43 trees x 1= 43 Trees
Trees 11" - 20"	38 trees x 2= 76 Trees
Trees 20" - 30"	3 trees x 3= 9 Trees
Trees 30"+	0 trees x 4= 0 Trees
Multi-Stemmed Trees (19 Trees)	77 Trees
Sub-Total Replacement Required	205 Trees
Less Credits	56 Trees
Required Replacements	139 Trees

Key
X Removed Tree

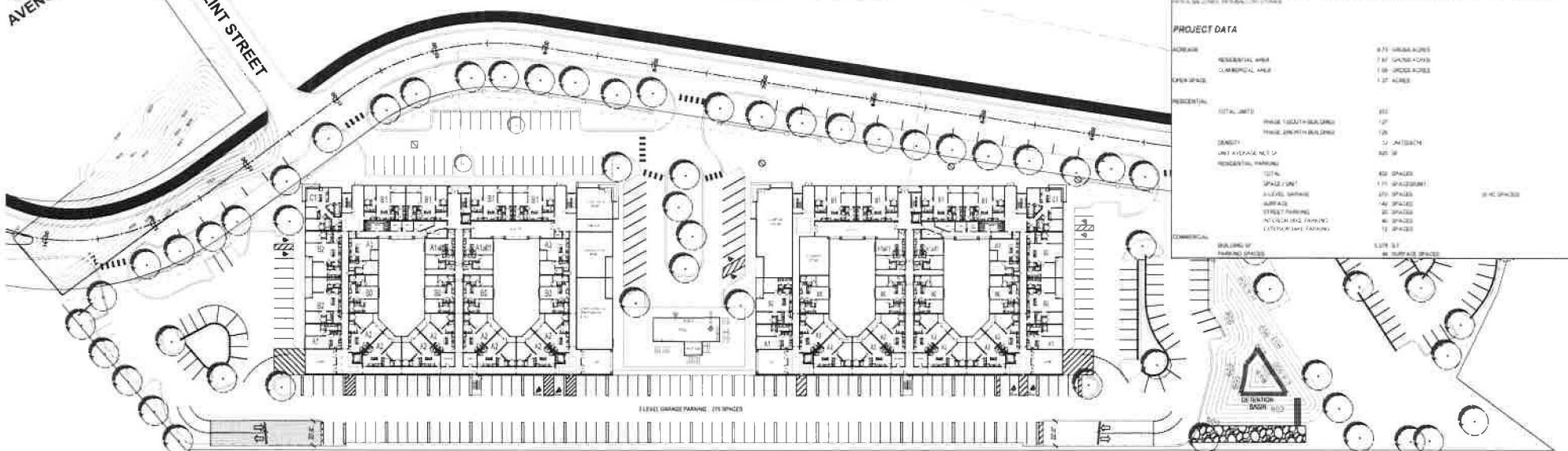
- Remarks Key:
- Save Tree will be saved
 - Credit Tree is located outside of a woodland area and will be saved
 - Remove Tree is located in a regulated woodland and will be removed.
 - Exempt Tree is saved or located outside of a woodland area.



1. All trees located in Regulated Areas shall be protected at all times by the proper use of T-poles and protective fencing.
2. All trees located in Regulated Areas shall be protected at all times by the proper use of T-poles and protective fencing.
3. All trees located in Regulated Areas shall be protected at all times by the proper use of T-poles and protective fencing.
4. All trees located in Regulated Areas shall be protected at all times by the proper use of T-poles and protective fencing.
5. All trees located in Regulated Areas shall be protected at all times by the proper use of T-poles and protective fencing.
6. All trees located in Regulated Areas shall be protected at all times by the proper use of T-poles and protective fencing.
7. All trees located in Regulated Areas shall be protected at all times by the proper use of T-poles and protective fencing.

TREE PROTECTION DETAIL

GRAND RIVER AVENUE 100' WIDE
FLINT STREET



STATION 6 DTN MANAGEMENT CO. 2017.02

UNIT TABULATION 4 STORY RESIDENTIAL

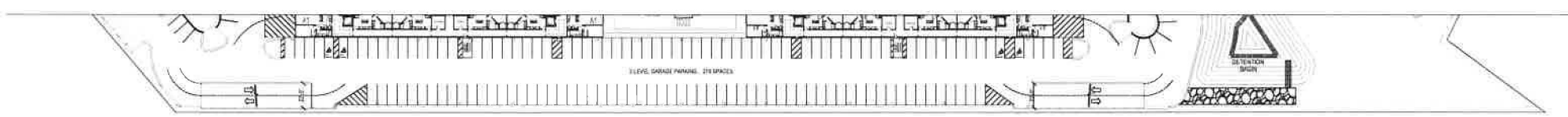
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	BED COUNT	TOTAL AREA	UNIT PERCENTAGE	% UNIT SPREADDOWN
A1	2070sq	829	14	24	144.00	1%	
A1.01	2070sq	140	27	27	207.00	1%	
A1.02	2070sq	792	4	4	179.00	2%	30%
A2	2070sq	829	14	14	144.00	1%	
A2.01	2070sq	140	27	27	207.00	1%	
A2.02	2070sq	792	4	4	179.00	2%	30%
A3	2070sq	1,250	25	30	457.11	1%	
A3.01	2070sq	1,217	14	14	174.98	1%	3%
TOTALS			203	374	1,331.01	100%	100%

UNIT AVERAGE NET SF 655

THE ABOVE COMPUTED NET AREA DOES NOT INCLUDE THE AREA OF ALL TERRACING WALLS AND SHALL BE AS SHOWN. IT IS TO BE USED FOR ALL PERMITS AND OTHER REGULATORY AGENCIES.

PROJECT DATA

ADDRESS	871 GARAGE AVENUE
RESIDENTIAL AREA	7.87 ACRES APPROX
COMMERCIAL AREA	1.88 ACRES APPROX
OVERALL AREA	1.27 ACRES
RESIDENTIAL:	
TOTAL UNITS	203
PHASE 1 (EAST BUILDING)	127
PHASE 2 (WEST BUILDING)	76
DENSITY	17.5 UNITS/ACRE
UNIT AVERAGE NET SF	655 SF
RESIDENTIAL PARKING:	
TOTAL	450 SPACES
SPACE/UNIT	2.21 SPACES/UNIT
LEVEL PARKING	275 SPACES
STREET PARKING	40 SPACES
OVERHEAD PARKING	40 SPACES
LEVEL GARAGE PARKING	135 SPACES
COMMERCIAL:	
BUILDING OF PARKING SPACES	1,375 SF
OVERALL SURFACE SPACES	450 SPACES



SCALE: 1" = 40' - 0" (24"x36" SHEET)

0' 40' 80' 160'

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
5339 Alpha Rd. Suite 300 Dallas, TX 75240 | 972.701.9636 | www.humphreys.com



ARCHITECTURAL SITE PLAN
SCHEME 05
June 11, 2015

SP05

THE BOND
Nov, MI
HP/AM 1/6/29

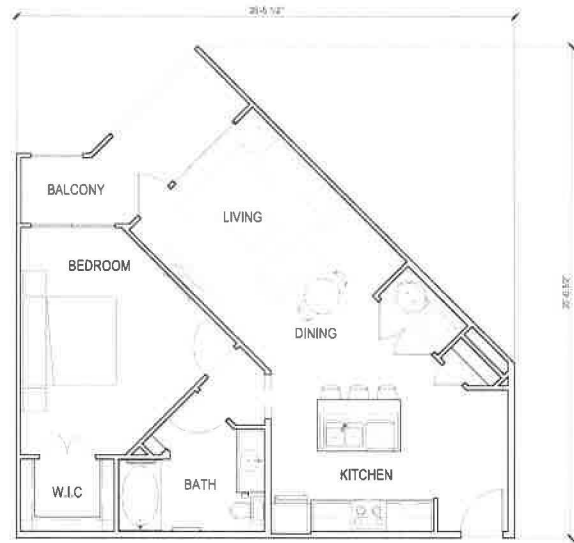


UNIT A1
NET - 742 SQ. FT.



UNIT A1-alt1
NET - 792 SQ. FT.





UNIT A2
NET - 820 SQ. FT.



UNIT A3
NET - 864 SQ. FT.

SCALE: 1/4" = 1'-0" (24"x36" SHEET)





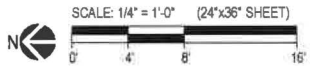
UNIT B0
NET - 944 SQ. FT.

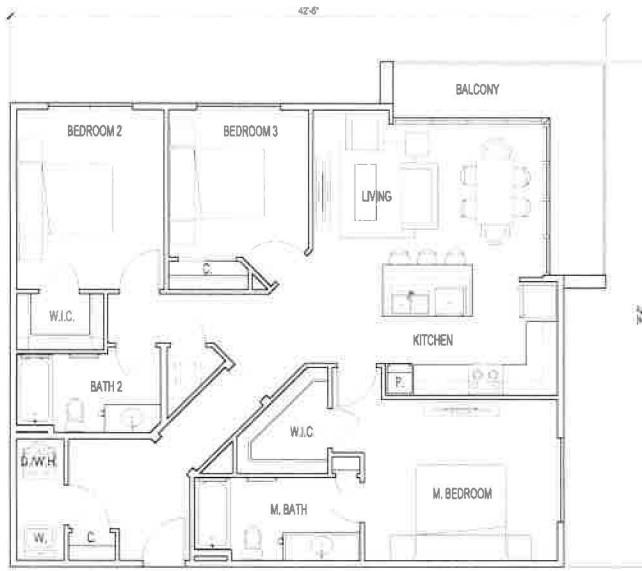


UNIT - B1
NET - 1121 SQ. FT.

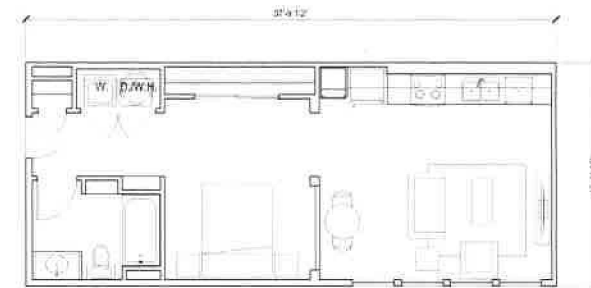


UNIT - B2
NET - 1259 SQ. FT.

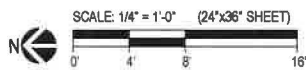


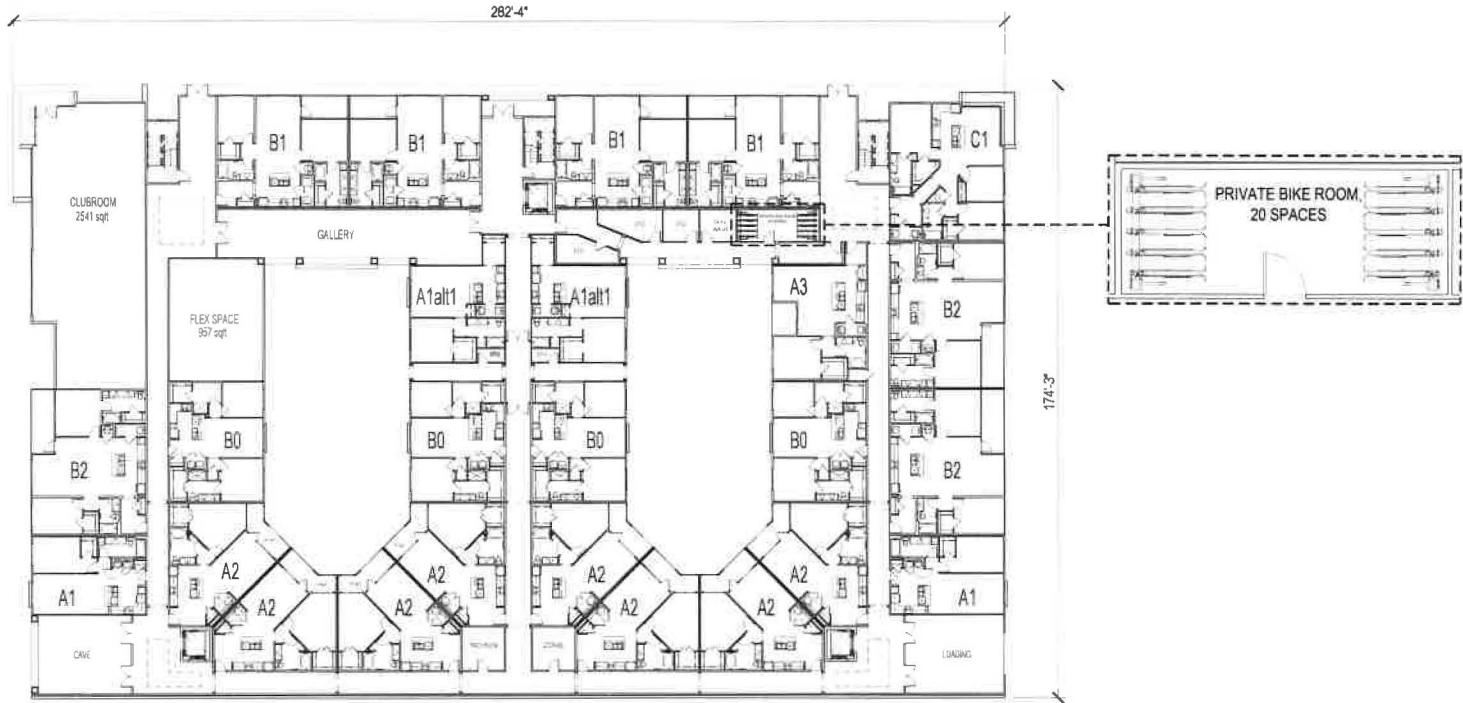


UNIT C1
NET -1277 SQ. FT.

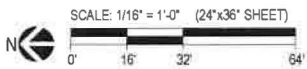


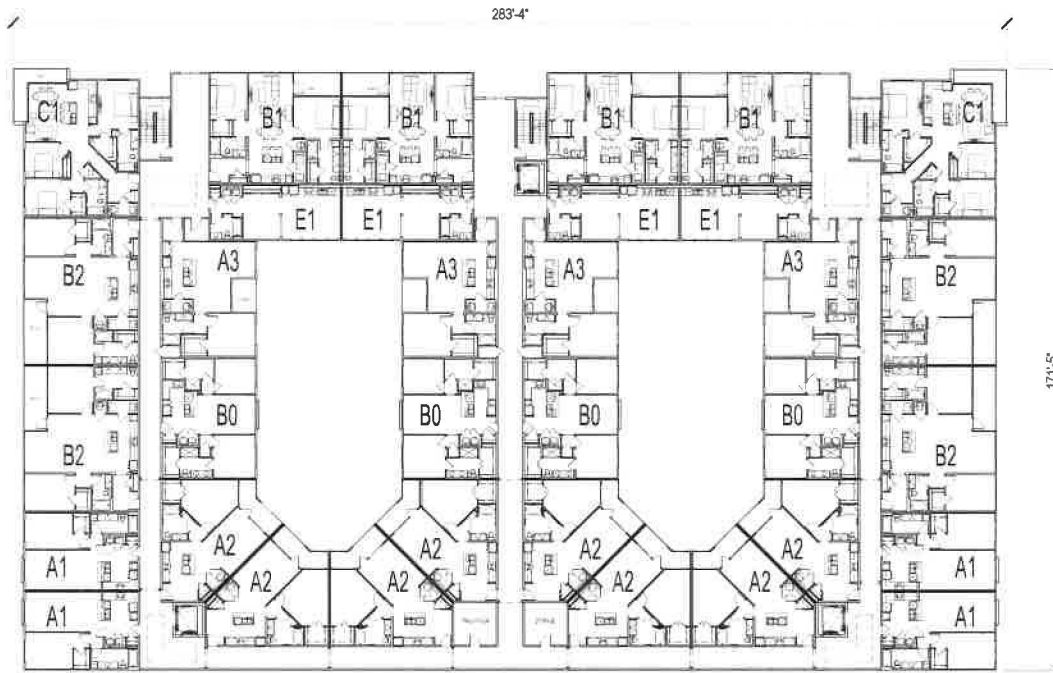
UNIT E1
NET - 603 SQ. FT.





BUILDING TYPE-II 1ST FLOOR PLAN





BUILDING TYPE-II 2ND FLOOR PLAN





FRONT ELEVATION (East)

STUCCO %35
BRICK %28
CAST STONE %22
PANEL %15

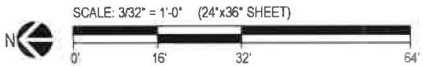


SIDE ELEVATION (North/pool courtyard)

STUCCO %45
BRICK %28
CAST STONE %20
PANEL %7

- COLOR #1 SW 7543
- COLOR #2 SW 7548
- COLOR #3 SW 7596
- GRAY BRICK
- BROWN BRICK
- BUFF CAST STONE
- METAL PANEL FULL WOOD COLOR

BUILDING TYPE I ELEVATIONS





SIDE ELEVATION (South)

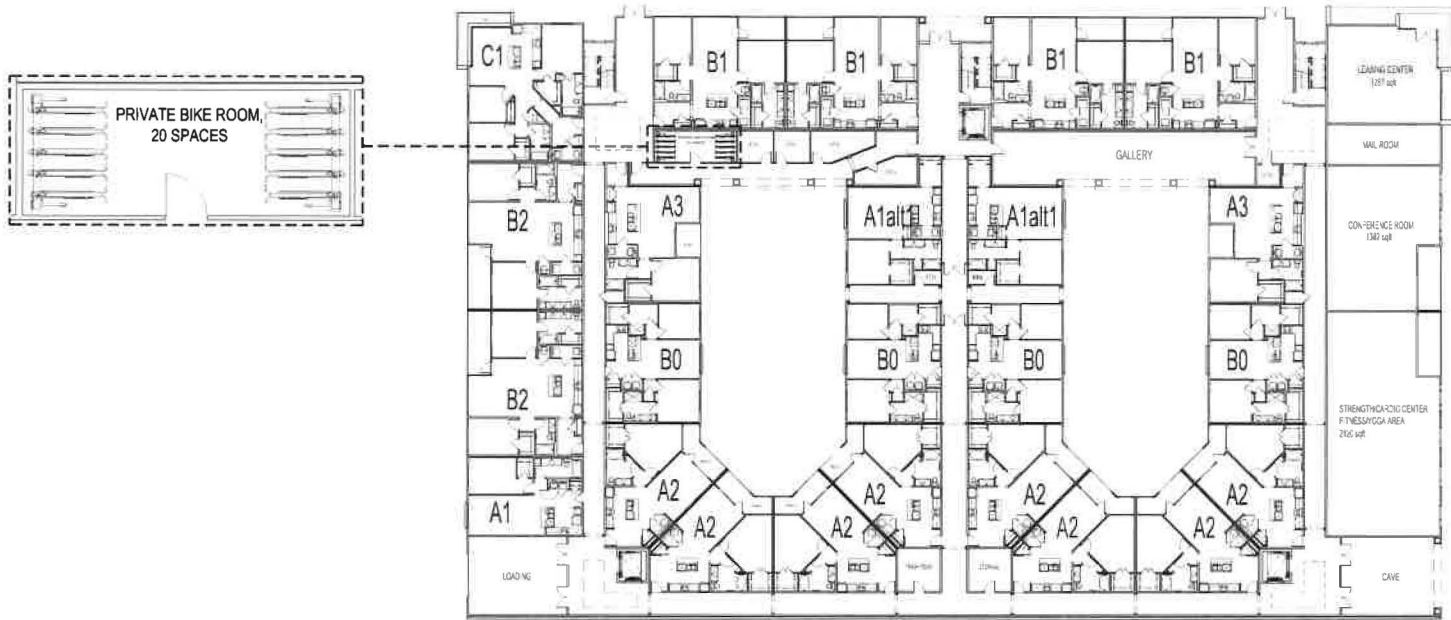
STUCCO #61
 BRICK #62
 CAST STONE #64
 PANEL #6



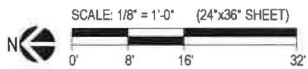
BUILDING TYPE I ELEVATIONS

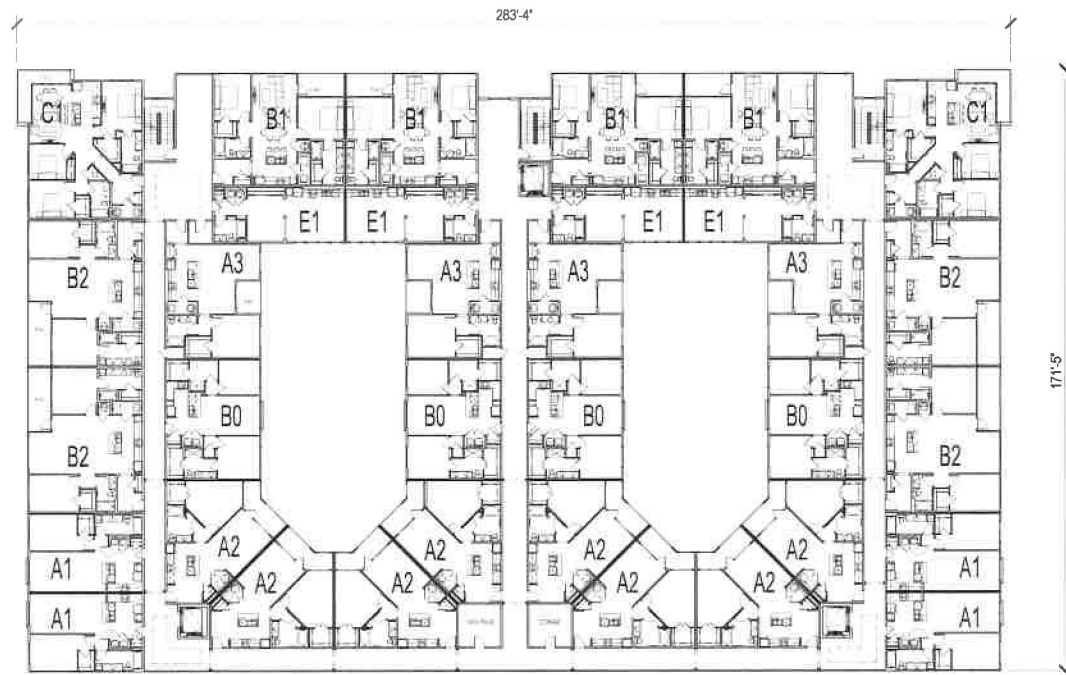
SCALE: 3/32" = 1'-0" (24"x36" SHEET)



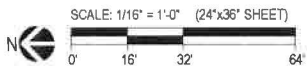


BUILDING TYPE-I 1ST FLOOR PLAN





BUILDING TYPE-I 2ND FLOOR PLAN



SCALE: 1/16" = 1'-0" (24"x36" SHEET)

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BLDG TYPE 1 - 2ND FLOOR PLAN
 SCHEME 05
 June 11, 2018

A421
THE BOND
 Nov, MI
 HPAR 17659



FRONT ELEVATION (East)



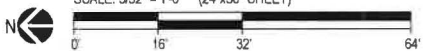
SIDE ELEVATION (North)

STUCCO %65
BRICK %68
CAST STONE %62
PANEL %15

STUCCO %41
BRICK %67
CAST STONE %64
PANEL %6

- COLOR #1 SW 7543
- COLOR #2 SW 7548
- COLOR #3 SW 7536
- GRAY BRICK
- BROWN BRICK
- BUFF CAST STONE
- METAL PANEL FAIR WOOD COLOR

BUILDING TYPE II ELEVATIONS



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ARCHITECTURAL SITE PLAN
SCHEME 05
June 12, 2018

A422
THE BOND
Novi, MI
HPA# 17659



SIDE ELEVATION (South/ pool courtyard)

STUCCO 145
BRICK 1628
CAST STONE 1620
PANEL 167

COLOR #1 SW 7543
COLOR #2 SW 7048
COLOR #3 SW 7656
GRAY BRICK
BROWN BRICK
BUFF CAST STONE
METAL PANEL PAVE WISCO COLOR

BUILDING TYPE II ELEVATIONS

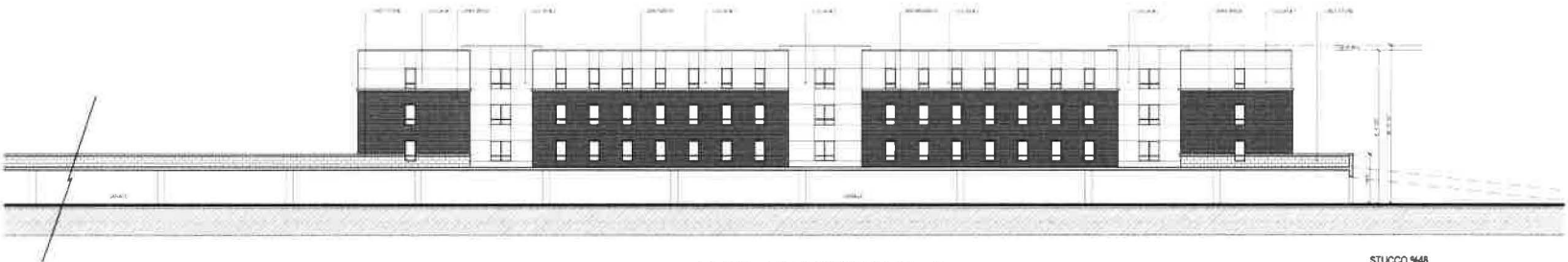


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ARCHITECTURAL SITE PLAN
SCHEME 05
June 11, 2018

A423
THE BOND
Nov. MI.
HPAR 17659



REAR ELEVATION (West)

STUCCO 1648
BRICK 1647
CAST STONE 166
PANEL 160

COLOR #1 SW 7543 COLOR #2 SW 7548 COLOR #3 SW 7556 GRAY BRICK BROWN BRICK BUFF CAST STONE METAL PANEL FAUX WOOD COLOR

BUILDING TYPE I&II ELEVATIONS

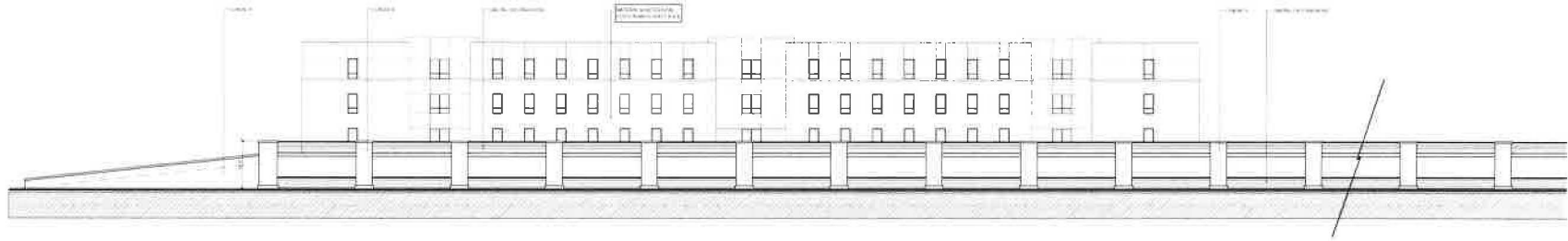
SCALE: 1/16" = 1'-0" (24"x36" SHEET)
0' 16' 32' 64'

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ARCHITECTURAL SITE PLAN
SCHEME 05
June 11, 2018

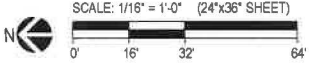
A424
THE BOND
Now, MI.
HPA# 17659



PARKING ELEVATION (West)

- COLOR #1
SW 7543
- COLOR #2
SW 7046
- COLOR #3
SW 7556
- GRAY BRICK
- BROWN BRICK
- BUFF CAST STONE
- METAL PANEL
PALE WOOD COLOR

BUILDING TYPE I&II ELEVATIONS

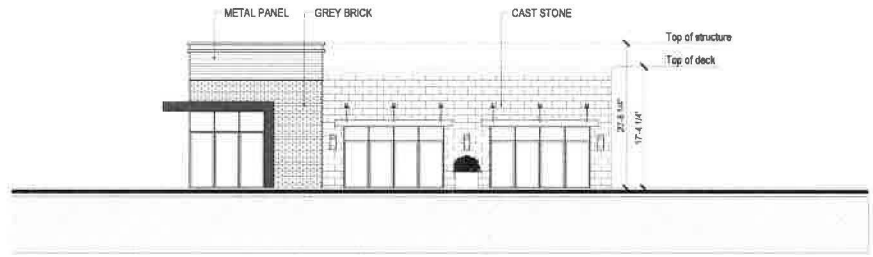


HUMPHREYS & PARTNERS ARCHITECTS, L.P.
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ARCHITECTURAL SITE PLAN
 SCHEME 05
 June 11, 2018

A425
THE BOND
 NINA ML
 HP#M 17659



FRONT ELEVATION

BRICK 23%

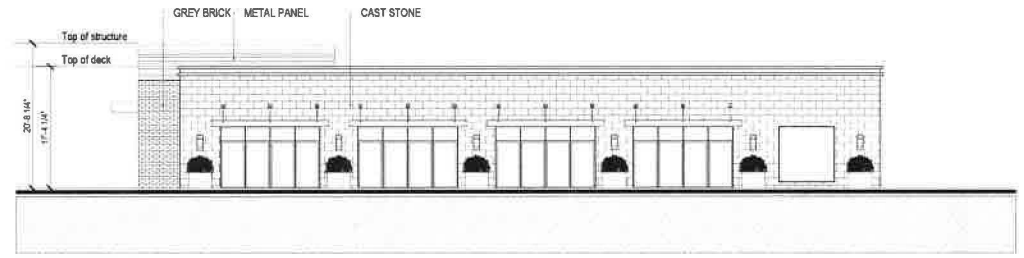


REAR ELEVATION

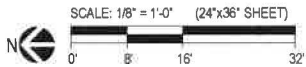
BRICK 8%



SIDE ELEVATION
BRICK 17%
CAST STONE 74%
METAL PANEL 9%



SIDE ELEVATION
BRICK 8%
CAST STONE 86%
METAL PANEL 6%



**EXHIBIT C
MINUTES OF THE
ZONING BOARD OF APPEALS**

1 CHAIRPERSON GRONACHAN: Your requests have
2 been approved. Congratulations and welcome to Novi.
3 Good luck.

4 MR. ROZIALI: Thank you very much for your
5 support.

6 CHAIRPERSON GRONACHAN: Good luck. Thank
7 you.

8 So our next question case is PZ18-0036.
9 DTN Management Company/Tricap Holdings. I take it
10 you're here. All right. Come on up to the podium.
11 West of Novi and south of Grand River Avenue. The
12 applicant is requesting variances that are too
13 numerous to read and they are part of the record, and
14 I will let the petitioner identify himself and get
15 sworn in and proceed to explain exactly what they're
16 here for.

17 MR. OLSEN: Raise your right hand. Do you
18 swear to tell the truth in this matter?

19 MR. LUDWIG: I do.

20 MR. OLSEN: And just please state your name
21 for the record.

22 MR. LUDWIG: Albert Ludwig.

23 CHAIRPERSON GRONACHAN: And your address,

1 Mr. Ludwig, please?

2 MR. LUDWIG: 30600 Northwestern, Farmington
3 Hills, 48334.

4 CHAIRPERSON GRONACHAN: If you don't mind,
5 just pull that microphone so they can hear you at home
6 as well. Our audio department will be happy. And you
7 may proceed.

8 MR. LUDWIG: Okay. We're here tonight to
9 as you mentioned discuss several variances. I'm with
10 Tricap Holdings, and this project is a joint venture
11 along with DTN Management, who is also here with us
12 tonight.

13 This is a very unusually shaped, long,
14 narrow parcel with a big curve in it as you can see.
15 And that street that you see on the top is Flint
16 Street. Right now it's partially paved, it's
17 partially unpaved, and it is planned to be part of the
18 City's loop road so there is a circle going around
19 Grand River in Novi. This will be the final leg of
20 Main Street and the other streets that will circle the
21 intersection. The plan I believe is so it alleviates
22 traffic in that whole region.

23 We've been working with staff for about a

1 year and a half on this project now because their plan
2 is to redo this road more or less the same time as
3 we're building the project, and it will become a new
4 paved street. In order to do that, they need
5 additional property, and we have offered to grant the
6 city approximately an acre, a little over an acre of
7 land out of an 8 acre parcel. So we're giving up
8 about 13, 14 percent of the property to the
9 right-of-way, to extend the size of the right-of-way
10 in order for the City to be able to build this road.
11 Being that it was already a very narrow parcel,
12 shallow from top to bottom, and sacrificing this
13 portion of the property has created a lot of these
14 variances.

15 Now, the property is surrounded. In the
16 rear it's got a railroad track, and on the rest of the
17 rear it's got a cemetery. The other way it's got a
18 detention pond, and the other way it's got a river.
19 So it's a stand-alone property with no neighbors, it's
20 not affecting anybody. And we're trying to create
21 this extension of downtown with this apartment
22 project, a little bit of a different kind of project
23 with an urban feel to it, walkability over to main

1 street. And that was one of the other variances, too.
2 Instead of having a 12-foot sidewalk was to have
3 8-foot sidewalk, which again -- in the right-of-way,
4 which again aligns with the City's right-of-way
5 drawing, because there is going to be sidewalk on both
6 sides of the street, not just one side.

7 Other than that, I'm happy to answer any
8 questions about any specific variances that you may
9 see. Like I said before, we've worked with staff for
10 a long time to eliminate as many as possible. This
11 building has -- the plan has changed dramatically over
12 the past year and a half in order to do that. That's
13 a two-story parking deck that you see behind the
14 building between the buildings and the railroad. That
15 fills up that entire rear area which pushes some of
16 the other parking to the side as well as to our
17 loading zones.

18 But again, we have staff recommendation for
19 approval, we have City Council recommendation for
20 approval, and Planning Commission recommendation for
21 approval on every one of these variances that we're
22 asking for. So we -- like I said, I'm here to answer
23 any questions. I do want John to discuss one of the

1 variances, though, in particular regarding the number
2 one bedroom units.

3 CHAIRPERSON GRONACHAN: Okay. Thank you.

4 Sir, before you start, would you please
5 state your name and your address and then be sworn in.

6 MR. WOODS: Sure. My name is John Woods.
7 I'm with DTN Management Company in Lansing. The
8 address is 2502 Lake Lansing Road, Lansing, Michigan.

9 CHAIRPERSON GRONACHAN: Would you raise
10 your right hand, please.

11 MR. WOODS: Oh, I'm sorry, yes.

12 MR. OLSEN: Do you swear to tell the truth
13 in this matter?

14 MR. WOODS: I do.

15 MR. OLSEN: Thank you.

16 MR. WOODS: So just to pick up where Albert
17 left off, you know, from our approach at DTN, this has
18 probably been one of the most collaborative and
19 fruitful projects I've personally worked on in a long
20 time, you know, as far as trying to balance what the
21 City was looking for and what we were looking to
22 accomplish. You know, we really think we got about
23 99 percent of the way there.

1 The only thing I would add to Albert's
2 comment is there is perhaps an item or two on here,
3 and I'll ask that maybe Sri from the city clarify,
4 where we didn't have clear staff support on. And one
5 of those items is -- actually the first item, the
6 maximum percentage of one-bedroom units, the current
7 ordinance requires a maximum of 50 percent one-bedroom
8 units. And as we explained in the narrative in some
9 of the discussions we've had in the past, I'm not
10 exactly quite sure what that ordinance was predicated
11 on, so if it doesn't parallel with your ordinance and
12 the underpinnings of that, I can clarify, but, you
13 know, we looked at it purely from a market
14 perspective. And to give you a little bit more
15 background on DTN Management, we own well over 100
16 properties, many of them market rate, including urban
17 high rises in downtown Grand Rapids, and other
18 buildings very similar to this in Lansing Township
19 that are imbedded into DDAs and commercial and retail
20 districts. And, you know, what we found is the
21 apartment business has really changed a lot in the
22 last six or seven years. We've seen that in home
23 ownership percentages where 70 percent of all new

1 household formation across the entire United States, I
2 can't speak specifically in Novi, but is rental. And
3 even more importantly is a lot of those renters are
4 what we would consider renters by choice.

5 So our property in Lansing that looks very
6 similar to this building, it's not quite as large, but
7 it is next to a 700 car ramp and a very large -- the
8 Eastwood Mall and theaters and kind of very similar to
9 downtown Novi. Our median income of our tenants are
10 well in excess of \$8,000 a month. So when you make
11 \$8,000 a month or 96,000 or \$100,000 a year, you have
12 options. You can buy a house, you can buy condos, you
13 can rent an apartment. And what we're finding more
14 and more with our new development sites, whether it be
15 Lansing or downtown Grand Rapids where we've got three
16 newer buildings between 10 and 12 stories, is they are
17 renters by choice. They're fairly significant median
18 incomes and there are people that are there because
19 they've decided they're going to rent and they're
20 going to rent in a specific area as opposed to buying
21 a home or buying a condo. And as a result, you also
22 get -- you get a different demographic mix.

23 A lot of the older bedrooms or one bedrooms

1 in suburban projects historically have been sometimes
2 you'll have two renters. Two bedrooms were typically
3 always two people. And then three bedrooms sometimes
4 you might even have a blended family or a mixed
5 family, grandpa and grandma, you know, maybe raising a
6 grandchild. What we're finding now is one bedrooms
7 have one person. Most two bedrooms have one person.
8 And in rare cases where we're building a small mix of
9 threes, we do get either families or we get a couple
10 of people that are using the bedrooms as dens or home
11 offices or whatever it may be. So it's definitely
12 changed.

13 And in this particular case on this project
14 we're request a 58 1/2, roughly a 60 percent mix of
15 one bedrooms. Again, being quite frank, that's light.
16 We've got other properties we're getting 70 percent
17 one-bedroom blends depending on where they're at. And
18 it's not only the renter by choice, but it's also the
19 style of these buildings. This building clearly looks
20 very different than what's on the rest of Novi Road
21 and other areas of suburban Novi and lot of suburban
22 communities. It's not on a 30-acre piece of land with
23 a bunch of two-story buildings spread across a

1 sprawling, beautiful piece of earth. It's a building
2 that's more we call it surban. It's kind of a
3 suburban/urban mix. This isn't downtown Detroit, this
4 isn't necessarily -- this isn't a Royal Oak. This
5 is -- it's a blend between people live in the entire
6 property, they don't live necessarily just in their
7 unit.

8 There are four courtyards, and it's really
9 hard to describe this property without having full
10 elevations, but we have over 20,000 square feet of
11 common area in this building. That's highly unusual
12 based on the total square footage of around a quarter
13 million square feet. In most of the buildings
14 probably around Novi you'd have a clubhouse and you'd
15 have some walking trails and you have some growing
16 areas, but you don't have massive courtyards that are
17 40 or 50 feet by 130 feet that have both what I'll
18 call active and passive social programming in them
19 that might have gaming areas, reading areas, Zen
20 garden-style facilities, town center architectural
21 feel in between the building where we've got some
22 pools and open areas and some congregation areas.
23 We've got bike rooms inside of the buildings and we

1 have a 700 feet long parking deck on the back that
2 provides covered parking and a sense of security. So
3 it's very different from the architectural and design
4 appeal all the way through to way people live inside
5 the building. It's a different animal. It's a
6 completely different animal. And as a result of that,
7 it's a different mix as well.

8 And so, you know, that's why we're at
9 58 1/2 and we're not at 50. You know, on a property
10 like this, we probably could have gone as high as 70,
11 but we just weren't sure with Novi where that
12 breakpoint was, so we felt 60 was a good point. So
13 again, I'm not exactly sure how the ordinance is
14 written at a 50 percent max of what the concerns were,
15 but that from a marketing standpoint and design
16 standpoint supports our appeal for the 58 1/2 percent
17 departure.

18 The other thing I would mention, too, is
19 the allowance to increase the average minimum light
20 level ratio, I don't recall if that has got staff
21 support. It does, okay. I'm not going to say
22 anything then. But my only point there would be much
23 like the parcel -- the rest of them really relate to

1 parcel size that Albert really discussed, so it's kind
2 of -- I don't know if it's a correct term to say it's
3 an orphan site, but it's clearly an isolated site in
4 Novi, there aren't many neighbors. We dedicated the
5 additional space for the right-of-way, so now we've
6 got a site that's a little bit pinched. But as it
7 relates to the light, it bleeds over the south
8 property line a little bit. It's my understanding
9 that that was to protect neighbors from for lack of a
10 better term some light pollution and encroachment upon
11 their property, and I guess my only comment there is
12 there are no neighbors. So we've got CVS behind us,
13 we've got railroad tracks behind us, and we have a
14 cemetery. And then on the other side of the creek,
15 you know, we've got a mixed use, we've got a
16 commercial building. So I believe it meets the intent
17 in the sense that it doesn't harm anybody and it
18 doesn't have the potential to impact any of our
19 neighbors.

20 And beyond that, again, I think the rest of
21 them all relate to parcel size and right-of-way
22 dedication, and part of that balance in compromise
23 that we felt we struck with the City throughout this

1 stage or throughout this development process. That's
2 all I had. Thank you.

3 CHAIRPERSON GRONACHAN: Is there anyone
4 else from your group that wishes to speak at this
5 time?

6 MR. WOODS: I don't believe so. Thank you.

7 CHAIRPERSON GRONACHAN: Thank you.

8 Is there anyone in the audience that wishes
9 to make comment in the matter of this case?

10 Seeing none, is there any correspondence?

11 MR. OLSEN: 51 letters mailed, 7 returned.
12 0 approvals, 0 objections.

13 CHAIRPERSON GRONACHAN: Okay. And I think
14 at this time I think we can hear from the City, and I
15 understand for clarification the Planning Department
16 is here this evening as well to help us. So do you
17 have anything to add at this point?

18 MS. KOMARAGIRI: I'm here to stand by for
19 questions if you have any.

20 CHAIRPERSON GRONACHAN: Okay. Thank you.

21 MR. BUTLER: Madam Chair, I'd just like to
22 say that the City Council did approve the preliminary
23 site plan based on the Planning Commissions

1 recommendations, of course subject to the ZBA approval
2 of the case. Most of the deviations are as he has
3 spoken was due to the unique shallow shape of the lot.

4 CHAIRPERSON GRONACHAN: Okay. Thank you.
5 Board members?

6 Member Byrwa?

7 MS. SAARELA: I just wanted to note, did
8 you get my draft motion because of the size of the
9 variances requested. I just wanted to make sure
10 you're able to work this out.

11 CHAIRPERSON GRONACHAN: It helps a great
12 deal.

13 MR. BYRWA: I had a quick question. How
14 many of these units are handicap units? Sooner or
15 later we'll all be handicapped some day, but --

16 MR. WOODS: I can't tell you, but from a
17 building code requirement, there will be a number that
18 will be required, and I'm guessing based on the size
19 of this building it probably -- perhaps the City if
20 anybody from the building department can give you a
21 more accurate number, but on the size, I'm guessing
22 there's probably going to be five or six units.

23 MR. BYRWA: Thank you.

1 MR. WOODS: Again it's code required.

2 MR. BYRWA: Right.

3 CHAIRPERSON GRONACHAN: Member Olsen?

4 MR. OLSEN: Was the 58 percent included
5 with what the council approved?

6 MR. BUTLER: Yes.

7 CHAIRPERSON GRONACHAN: Anyone else?

8 Member Sanghvi?

9 MR. SANGHVI: Thank you. First of all, I
10 just wanted to mention that I've been in this city for
11 about 45 years, and I have seen it grow the way it is.
12 We never had a downtown, and you can't have a downtown
13 without people. So I'm so glad that you're trying to
14 put people in that area by this particular project you
15 are planning to do. And so I'm very happy you are
16 doing that.

17 The second thing I note is that I know that
18 area, I drove around, and I've been there quite a few
19 times before. It's a very shallow area, and I'm very
20 happy to hear that the City is trying to do
21 realignment of the Flint Street, and you have spared
22 some land to be able to do this, and I also appreciate
23 that you are donating some land for this project. I

1 know you need a lot of variances to do that, but when
2 you're trying to do a project like this and trying to
3 make a modern downtown, I think the old requirements
4 of ordinances sometimes are out of place and perhaps
5 even out of date.

6 So looking at all these things, I have no
7 problem supporting your project, and I wish you all
8 the best, all the power to you and go ahead and do it.
9 God bless you.

10 MR. WOODS: Thank you.

11 CHAIRPERSON GRONACHAN: Member Peddiboyina?

12 MR. PEDDIBOYINA: Thank you, Chairman. How
13 many units are you planning on this?

14 MR. LUDWIG: The total between the two
15 buildings is 253.

16 MR. PEDDIBOYINA: 253. And the covered
17 parking?

18 MR. LUDWIG: The covered parking is the
19 first floor. The second floor of the parking
20 structure is not covered.

21 MR. PEDDIBOYINA: Are you planning to do
22 anything for outside the structure for parking? Any
23 idea? The parking, is it shelter parking for the

1 second floor people?

2 MR. LUDWIG: We talked about possibly
3 putting some carports up there in the future, but we
4 understand we would have to come back. That will be
5 more demand driven, just find out how many people
6 really are looking for it, willing to pay for it.

7 MR. PEDDIBOYINA: The project is very
8 beautiful, and the pictures are very beautiful. I
9 wish it will come out like that, and I wish you good
10 luck. I have no objection. Thank you.

11 CHAIRPERSON GRONACHAN: I guess that leaves
12 me. So when I first started reading it, I couldn't
13 believe that was the area. How exciting. Right now
14 that area is not very attractive. And so for what
15 you're planning, and I'm just going to go through this
16 very quickly, there are 13 requests for variances.
17 This is probably in my 11 or 12 years that I've been
18 on this board the most variances we ever had, but
19 rightfully so. This is an extremely unique piece of
20 property, and I think that when you use the phrase out
21 of the box, you guys hit it out of the park. It's
22 very creative. It brings Novi into the 21st century.
23 Who knew one bedroom apartments were going to be in

1 demand. And thank God that the City of Novi had a
2 group such as yourself to come and bring it to us.

3 Some people are voicing that there's too
4 much building going on, there is too much growth going
5 on. Novi is a growing city. And to utilize such a
6 unique piece of property that is so narrow and is such
7 an eyesore if you will at the current time to the city
8 is just amazing to me.

9 I will also be supporting your 13 requests.
10 In your packet you have explained that this has very
11 minimal impact. I don't see any negatives to it at
12 all. You've addressed all of the issues. You've
13 worked very hard with the city. I understand that
14 there has been a great deal of work with this, and
15 that's why I'm going to be big proponent on this and I
16 wish you all the best of luck.

17 MR. LUDWIG: Thank you.

18 CHAIRPERSON GRONACHAN: And with that, I'm
19 going to call on Member Olsen, because we did a little
20 homework. And because of the longevity and the
21 thoroughness, Mr. Olsen has a prepared motion that
22 he's ready to read.

23 MR. OLSEN: I move that we grant the

1 variance in Case Number PZ18-0036 sought by DTN
2 Management Company and Tricap Holdings, L.L.C.,
3 because the petitioner has shown practical difficulty
4 in meeting strict requirements of the ordinance with
5 regard to the following.

6 With regard to maximum number of
7 one-bedroom units, to grant the variance from Section
8 4.82.2 to increase the maximum percentage of
9 one-bedroom units allowed for this development by
10 8 percent. This variance is granted because the
11 petitioner has established that the property is unique
12 because it is in the Town Center District, which is
13 intended to encourage an urban main street with mixed
14 land uses and shared parking, and the petitioner has
15 proposed a use meeting the spirit and intent of the
16 ordinance to the extent that it is proposed for a
17 development as a multi-family residential development
18 and provides an urban apartment living style by
19 providing for additional on-site services and
20 amenities such as and including a dog park, bike
21 repair, dog wash, gyms, studios, and conference rooms,
22 as well as providing the appropriate mix of luxury
23 one-bedroom units with numerous site amenities.

1 Without the proposed mix of on-site amenities and
2 services and luxury one-bedroom units, the development
3 would not be marketable as an urban main street
4 development. The need for the variance is not
5 self-created because the property is located in the
6 Town Center District and the use proposed is
7 consistent with the uses permitted in that district.

8 Furthermore, the strict compliance with
9 dimension regulations of the zoning ordinance
10 including providing for a greater number of multiple
11 bedroom units would reasonably prevent petitioner from
12 using the property for the permitted purpose as an
13 urban main street development.

14 The petitioner has established that the
15 variance is the minimum variance necessary, because a
16 lesser variance would not provide the proper mix of
17 upscale one-bedroom units to support the on-site
18 amenities and services necessary to market the
19 development as an urban main street development. The
20 requested variance will not cause adverse impact on
21 surrounding property, property values, or the
22 enjoyment of the property in the neighborhood or
23 zoning district because the use is consistent with the

1 Town Center District uses and is not near low-density,
2 single-family family residential developments since it
3 is located in the TC district and is immediately
4 surrounded by existing railroad tracks, a road, and a
5 cemetery.

6 With regard to the parking in the side yard
7 and in the front yard, to grant the variance from
8 Section 3.27.1D --

9 MS. SAARELA: Let's do them separately. So
10 let's vote on that first one and then move on.

11 CHAIRPERSON GRONACHAN: Okay. Kate, would
12 you please call the roll on the first motion.

13 MS. SAARELA: I think we need someone to
14 second it.

15 MR. PEDDIBOYINA: I second.

16 CHAIRPERSON GRONACHAN: It's been moved and
17 second.

18 Kate, would you please call the roll on the
19 first motion.

20 MS. OPPERMANN: Member Byrwa?

21 MR. BYRWA: Yes.

22 MS. OPPERMANN: Acting Chair Gronachan?

23 CHAIRPERSON GRONACHAN: Yes.

1 MS. OPPERMANN: Member Olsen?

2 MR. OLSEN: Yes.

3 MS. OPPERMANN: Member Peddiboyina?

4 MR. PEDDIBOYINA: Yes.

5 MS. OPPERMANN: And Member Sanghvi?

6 MR. SANGHVI: Yes.

7 MS. OPPERMANN: Motion passes.

8 MR. OLSEN: I move that we grant the
9 variance in Case Number PZ18-0036 sought by DTN
10 Management Company and Tricap Holdings, L.L.C.
11 because the petitioner has shown practical difficulty
12 in meeting strict requirements of the ordinance with
13 regard to the following.

14 With regard to the parking in the side yard
15 and in the front yard, to grant the variance from
16 Section 3.27.ID to allow parking in the side yard for
17 the commercial building for 49 spaces, to allow
18 parking in the front yard for the residential use,
19 approximately 38 spaces, and to allow parking in the
20 side yard for the residential use, approximately 50
21 spaces. This variance is granted due to --

22 MS. SAARELA: You missed part of that one.

23 MR. OLSEN: Approximately 50 spaces on the

1 east side and 35 spaces on the west side. This
2 variance is granted due to the practical difficulty
3 associated with the shallowness and narrowness of the
4 property which was created in large part by the
5 petitioner's donation of the land to the City for the
6 purpose of realigning Flint Street in accordance with
7 the City's plan. The variance is not self-created
8 because there is a need to realign Flint Street for
9 public health, safety and welfare purposes. The
10 variance is the minimum variance necessary because
11 petitioner has taken all steps available to minimize
12 the variance by providing the two-level parking
13 structure as allowed in the rear yard. The requested
14 variance will not cause adverse impact on surrounding
15 property, property values or the enjoyment of the
16 property in the neighborhood or zoning district
17 because the use is consistent with other Town Center
18 District uses and will not unnecessarily interfere
19 with adjacent or surrounding properties because it is
20 immediately surrounded by the existing railroad
21 tracks, a road, and a cemetery.

22 Do I need to keep going?

23 MS. SAARELA: Well, you can stop there, and

1 then we'll vote.

2 MR. SANGHVI: Second.

3 CHAIRPERSON GRONACHAN: Okay. It's been
4 moved and second.

5 Kate, please call the roll.

6 MS. OPPERMANN: Member Byrwa?

7 MR. BYRWA: Yes.

8 MS. OPPERMANN: Acting Chair Gronachan?

9 CHAIRPERSON GRONACHAN: Yes.

10 MS. OPPERMANN: Member Olsen?

11 MR. OLSEN: Yes.

12 MS. OPPERMANN: Member Peddiboyina?

13 MR. PEDDIBOYINA: Yes.

14 MS. OPPERMANN: Member Sanghvi?

15 MR. SANGHVI: Yes.

16 MS. OPPERMANN: Motion passes.

17 MR. OLSEN: Make the third motion?

18 CHAIRPERSON GRONACHAN: Please.

19 MR. OLSEN: I move that we grant the
20 variance in Case Number PZ18-0036 sought by DTN
21 Management Company and Tricap Holdings, L.L.C.,
22 because the petitioner has shown practical difficulty
23 in meeting strict requirements of the ordinance with

1 regard to the building setbacks to grant variance from
2 Section 4.82.2.e, to allow for the reduction of
3 minimum building setbacks for Building 1 on east side
4 of the building, 15 feet required, a minimum of
5 12 feet with overhang of 8.81 feet proposed for an
6 approximate length of 12 feet, total building length
7 is 283 feet. Building 2 on east side of building,
8 15 feet required, a minimum of 8 feet with overhang of
9 3.8 feet proposed for an approximate length 16 feet,
10 total building length is 283 feet.

11 Parking garage on the west side of the
12 building, 15 feet required, 5 feet proposed for entire
13 structure. Total building length is 283 feet.

14 This variance is granted due to the
15 practical difficulty associated with the shallowness
16 and narrowness of the property which was created in
17 large part by the petitioner's donation of land to the
18 City for the purpose of realigning Flint Street in
19 accordance with the City's plan.

20 The variance is not self-created because
21 there is a need to realign Flint Street for public
22 health, safety, and welfare purposes. The variance is
23 the minimum variance necessary because petitioner

1 could not construct a viable building within the
2 required setbacks. The requested variance will not
3 cause adverse impact on surrounding property, property
4 values, or the enjoyment of the property in the
5 neighborhood or zoning district because the use is
6 consistent with other Town Center District uses and
7 will not unnecessarily interfere with adjacent or
8 surrounding properties because it is immediately
9 surrounded by existing railroad tracks, a road, and
10 cemetery.

11 MR. PEDDIBOYINA: I second.

12 CHAIRPERSON GRONACHAN: It's been moved and
13 second.

14 Kate, please call the roll.

15 MS. OPPERMANN: Member Sanghvi?

16 MR. SANGHVI: Yes.

17 MS. OPPERMANN: Member Peddiboyina?

18 MR. PEDDIBOYINA: Yes.

19 MS. OPPERMANN: Member Olsen?

20 MR. OLSEN: Yes.

21 MS. OPPERMANN: Acting Chair Gronachan?

22 CHAIRPERSON GRONACHAN: Yes.

23 MS. OPPERMANN: Member Byrwa?

1 MR. BYRWA: Yes.

2 MS. OPPERMANN: Motion passes.

3 MR. OLSEN: I move that we grant the
4 variance in Case Number PZ18-0036 sought by DTN
5 Management Company and Tricap Holdings, L.L.C., will
6 because the petitioner has shown practical difficulty
7 meeting strict requirements of the ordinance. With
8 regard to the exterior lighting, to grant the variance
9 from Section 5.7.3E to allow for the increase of
10 average to minimum light level ratio for the site,
11 4 to 1 maximum is allowed, 4.8 to 1 proposed. And
12 from Section 5.7.3K to exceed maximum allowed foot
13 candles along the south property line abutting
14 railroad tracks, 1 foot candle maximum allowed, up to
15 1.7 foot candles is proposed for a small area.

16 This variance is granted due to the
17 practical difficulty associated with the shallowness
18 and narrowness of the property which was created in
19 large part by the petitioners donation of land to the
20 City for the purpose of realigning Flint Street in
21 accordance with the City's plans. The variance is not
22 self-created because there is a need to realign Flint
23 Street for public health, safety and welfare purposes.

1 The variance is the minimum variance necessary because
2 smaller candle lighting would not provide adequate
3 lighting in or about the area of the railroad tracks
4 for safety purposes. The requested variance will not
5 cause adverse impact on surrounding property, property
6 values, or the enjoyment of property in the
7 neighborhood or zoning district because the lighting
8 is consistent with other Town Center District uses,
9 and given that there is no residential development
10 near the property, the lighting will not unnecessarily
11 interfere with adjacent or surrounding properties
12 because it is immediately surrounded by existing
13 railroad tracks, a road, and cemetery.

14 CHAIRPERSON GRONACHAN: I need a second.

15 MR. SANGHVI: Second.

16 CHAIRPERSON GRONACHAN: It's been moved and
17 second.

18 Kate, please call the roll.

19 MS. OPPERMANN: Member Byrwa?

20 MR. BYRWA: Yes.

21 MS. OPPERMANN: Acting Chair Gronachan?

22 CHAIRPERSON GRONACHAN: Yes.

23 MS. OPPERMANN: Member Olsen?

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MR. OLSEN: Yes.

MS. OPPERMANN: Member Peddiboyina?

MR. PEDDIBOYINA: Yes.

MS. OPPERMANN: And Member Sanghvi?

MR. SANGHVI: Yes.

MS. OPPERMANN: Motion passes.

CHAIRPERSON GRONACHAN: One last one.

MR. OLSEN: I move that we grant the variance in Case Number PZ18-0036 sought by DTN Management Company and Tricap Holdings, L.L.C., because the petitioner has shown practical difficulty in meeting strict requirements of the ordinance with regard to the variances for loading areas in the side yard, the reduced public walk and pathway widths, and the reduced parking bay deck. The variances are granted due to practical difficulty associated with the shallowness and narrowness of the property which was created in large part by the petitioner's donation of land to the City with the purpose of realigning Flint Street in accordance with the City's plans.

The variance is not self-created because there is a need to realign Flint Street for public health, safety and welfare purposes. The variance is

1 the minimum variance necessary because a lesser
2 variance would not permit for either a viable size
3 apartment development or for the appropriate
4 realignment of Flint Street for safety purposes. The
5 requested variance will not cause adverse impact on
6 the surrounding property, property values, or the
7 enjoyment of the properties in the neighborhood or
8 zoning district because the lighting is consistent
9 with other Town Center District uses, and given that
10 there is no residential development near the property,
11 the lighting will not unnecessarily interfere with
12 adjacent or surrounding properties because it is
13 immediately surrounded by an existing railroad tracks,
14 road and cemetery.

15 MS. SAARELA: I need to suggest one change.
16 I think that last lighting should have been the
17 loading areas and sidewalk and pathways are consistent
18 with the Town Center District uses.

19 MR. OLSEN: Okay. So to amend that the
20 lighting be reduced public sidewalk and pathway width
21 and the reduced parking bay deck.

22 MS. SAARELA: Correct.

23 MR. SANGHVI: Second.

1 CHAIRPERSON GRONACHAN: It's been moved and
2 second.

3 Kate, please call the roll.

4 MS. OPPERMANN: Member Sanghvi?

5 MR. SANGHVI: Yes.

6 MS. OPPERMANN: Member Peddiboyina?

7 MR. PEDDIBOYINA: Yes.

8 MS. OPPERMANN: Member Olsen?

9 MR. OLSEN: Yes.

10 MS. OPPERMANN: Acting Chair Gronachan?

11 CHAIRPERSON GRONACHAN: Yes.

12 MS. OPPERMANN: Member Byrwa?

13 MR. BYRWA: Yes.

14 MS. OPPERMANN: Motion passes.

15 CHAIRPERSON GRONACHAN: Gentlemen,
16 congratulations. All have been approved by the Zoning
17 Board of Appeals. We wish you the best of luck and
18 welcome you to Novi.

19 MR. LUDWIG: Thank you very much.

20 CHAIRPERSON GRONACHAN: Thank you.

21 The next case is PZ18-0031, Pulte Homes of
22 Michigan. Is the petitioner here? Please come on
23 down.

EXHIBIT D

Exhibit D
Façade and landscape requirements

1. A Section 9 waiver for the following deviations *as the overall appearance of the building would not be significantly improved by strict application of the percentage listed in the Ordinance*:
 - a. Not providing the 30 percent minimum required brick on the facades for Building 1 and 2 as follows: east (28% proposed), north (28% proposed) and south (26% proposed);
 - b. Exceeding the 25 percent maximum allowed percentage of EIFS on all facades for Building 1 and 2 (proposed: East - 28%, North - 38%, South - 35% and West - 48%);
 - c. Not providing the 50 percent minimum required brick and stone for TC-1 district on the north façade for Building 1 and 2 (48% proposed);
 - d. Not providing the minimum 30 percent required brick on all facades for the Commercial Building (proposed: North - 23%, West - 8%, South - 8% and East - 17%);
 - e. Exceeding the 50 percent maximum allowed for Cast Stone on all facades for the Commercial Building (proposed: North - 55%, West - 76%, South - 76% and East - 64%);
 - f. Exceeding the maximum allowed percentage for Ribbed Metal (0% allowed) on all facades providing the ribbed metal for the Commercial Building (proposed: North - 12%, West - 6%, South - 6% and East - 9%);
 - g. Exceeding the maximum allowed concrete for west facade of the parking structure (0% allowed, 100% proposed) in lieu of providing the minimum required brick (30% minimum required, 0% provided);
 - h. Exceeding the maximum allowed cast stone for north and south facades of the parking structure (0% allowed, 100% proposed) in lieu of providing the minimum required brick (30% minimum required, 0% provided);
2. Landscape waiver from Sec. 5.5.3.B.ii for the lack of a berm and screening as the applicant proposed a line of arborvitaes along the property line to soften the view toward the railroad tracks and industrial site beyond in lieu of required landscape screening;
3. Landscape waiver from Sec. 5.5.3.B.ii for a reduction in the required greenbelt width between the right-of-way and parking areas along Flint/Bond Street (20 ft. width required, a range of 10 ft. to 20 ft. provided). A 2.5 foot brick wall screening the parking and additional landscaping in the narrower areas help to compensate for the lack of space in the areas with just a 10 foot greenbelt;

4. Landscape waiver from Sec. 5.5.3.F.ii.b(1) for a reduction in the total number multifamily unit trees provided (147 trees required, 127 provided) as the reduction is only 14% from the total requirements and the site is otherwise well-landscaped;
5. Landscape waiver from Sec. 5.5.3.F.ii.B(2) for the reduction in the number of interior roadway perimeter trees provided (1 tree short) due to conflict with fire access lane (grass pavers);
6. Landscape waiver from Sec. 5.5.3.D. for the deficiency in the foundation landscaping coverage around the parking deck due to limited space available along the southwest side, along the railroad. Large arborvitae are proposed in that *area to help screen the view of the railroad and the industrial site*;
7. Landscape waiver from Sec. 5.5.3.C.(3) Chart footnote for not proposing the required parking lot perimeter trees for the temporary gravel parking proposed to be constructed for use by visitors to Novi Cemetery in Phase 1 (11 trees required, 0 proposed) as *the landscape requirements will be met at the time of Phase 3 construction within a certain time mutually agreed between the applicant and the City*;

EXHIBIT E

Exhibit E

Waivers, approvals, and variances from the City's Zoning Ordinance and Design and Construction Standards Ordinance

1. The applicant shall provide a form of agreement and/or financial guarantees as acceptable to the City, at the time of Final Site Plan submittal, to assure that the commercial component will be built within a certain time as suggested by applicant and approved by the City.
2. City Council finding per Section 4.82.2.b. for allowing an increase of the maximum number of rooms allowed (421 allowed, 627 proposed) *based on justification provided by the applicant in their response letter dated June 22, 2018;*
3. A City Council waiver for exceeding the maximum allowable front yard building setback per Section 3.1.26.D (10 ft. maximum allowed, approximately 15 ft. proposed) *due to the unusual and shallow shape of the subject property;*
4. City Council approval according to Sec. 3.6.2.Q. for allowing an increase in the minimum required parking setback as listed in Sec. 3.1.26.D for six parking spaces designated for public use (10 ft. maximum allowed, approximately 7 ft. proposed) *as the applicant has clearly demonstrated that the minimum parking setback area is met in the remainder of the site;*
5. City Council variance from Sec. 11-239(b)(1),(2) of Novi City Code for the absence of hard surface for parking lot and driveway for proposed temporary parking lot of six spaces in Phase 1 *as the requirements will be met at the time of Phase 3 construction within a certain time mutually agreed between the applicant and the City;*
6. City Council variance from Sec. 11-239(b)(1),(2) of Novi City Code for absence of curb and gutter for parking lot and driveway for proposed temporary parking lot of six spaces in Phase 1 *as the requirements will be met at the time of Phase 3 construction within a certain time mutually agreed between the applicant and the City;*
7. City Council variance from Sec. 11-239(b)(3) of Novi City Code for absence of pavement markings and layout including end islands for proposed temporary parking lot of six spaces in Phase 1 *as the requirements will be met at the time of Phase 3 construction within a certain time mutually agreed between the applicant and the City;*
8. The following variances would require Zoning Board of Appeals approval:
 - a. A Zoning Board of Appeals variance from Section 4.82.2 for increasing the maximum percentage of one bed room units allowed for this development (50% maximum allowed, 58% proposed) *based on applicants response that a 60% unit mix is recommended based on their internal marketing survey and assessment;*
 - b. A Zoning Board of Appeals variance from Section 3.27.1.D for allowing parking in side yard for commercial building (around 49 spaces) due to the unusual shallow shape of the subject property and the inability to park in the rear yard;

- c. A Zoning Board of Appeals variance from Section 3.27.1.D for allowing parking in front yard for residential section (around 38 spaces, 9% of total 432 spaces) due to the unusual shallow shape of the subject property and the inability to park in the rear yard;
- d. A Zoning Board of Appeals variance from Section 3.27.1.D for allowing parking in side yard for residential section (around 50 spaces, 12% of total spaces in east and 35 spaces 12% of total spaces in west) due to the unusual shallow shape of the subject property and the inability to park in the rear yard;
- e. A Zoning Board of Appeals variance from Section 4.82.2.e for a reduction of the minimum building setback for Building 1 on the east side (15 ft. required, a minimum of 12 ft. with overhang of 8.8 ft. proposed for an approximate length of 12 ft., total building length is 283 ft.) due to the unusual shallow shape of the subject property;
- f. A Zoning Board of Appeals variance from Section 4.82.2.e for a reduction of the minimum building setback for Building 2 on the east side (15 ft. required, a minimum of 8 ft. with overhang of 3.8 ft. proposed for an approximate length of 16 ft., total building length is 283 ft.) due to the unusual shallow shape of the subject property;
- g. A Zoning Board of Appeals variance from Section 4.82.2.e for a reduction of the minimum building setback for the parking garage on the west side (15 ft. required, 5 ft. proposed for entire structure, total building length is 283 ft.) due to the unusual shallow shape of the subject property;
- h. A Zoning Board of Appeals variance from Section 5.7.3.E. for allowing an increase of the average to minimum light level ratio for the site (4:1 maximum allowed, 4.81 provided) due to site layout and the site's shallow depth;
- i. A Zoning Board of Appeals variance from Section 5.7.3.K for exceeding the maximum allowed foot candle measurements along the south property line abutting the railroad tracks (1 foot candle is maximum allowed, up to 1.7 foot candles is proposed for a small area);
- j. A Zoning Board of Appeals variance from Section 3.27.1.H. and Sec. 5.4.2 for allowing two loading areas in the side yard for the residential section due to the unusual shallow shape of the subject property;
- k. A Zoning Board of Appeals variance from Section Sec. 5.4.2 for a reduction in the minimum required loading area for each of the two loading spaces in the residential section (2,830 square feet required, 644 square feet provided) due to residential nature of the development that does not require larger loading areas;
- l. A Zoning Board of Appeals variance from Section 3.27.1.1. for a reduction in width of the sidewalk along a non-residential collector (12.5 feet required on both sides, 8 feet proposed on west side and 10 feet asphalt path

proposed on east) as it aligns with City's current plans for Flint Street realignment;

- m. Zoning Board of Appeals variance from Section 5.3.2. for a reduction of the minimum parking bay depth for spaces proposed in the parking garage (19 ft. minimum required, 18 ft. proposed) as the depth is limited by the pre-fabricated manufacturer's specifications;

**EXHIBIT F
LAND DONATION
LEGAL DESCRIPTION**

EXHIBIT A

43443 Flint St., Novi, MI

Parcel 1 (Parcel No. 22-22-226-003) ROW Dedication Description:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 22, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°00'00"E 138.97 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE N70°38'00"W 704.61 FEET ALONG THE NORTH LINE OF "SUPERVISORS PLAT NO. 3", AS RECORDED IN LIBER 54A OF PLATS, PAGE 84, OAKLAND COUNTY RECORDS; THENCE S12°11'25"W 168.50 FEET; THENCE N73°15'20"W 100.00 FEET; THENCE S11°53'39"W 100.00 FEET TO THE NORTHERLY CORNER OF LOT 9 OF "RAILROAD SUBDIVISION", AS RECORDED IN LIBER 92 OF PLATS, PAGES 16, 17, AND 18, OAKLAND COUNTY RECORDS, ALSO BEING THE SOUTHEAST CORNER OF LOT 7 OF SAID "SUPERVISORS PLAT NO. 3"; THENCE S58°38'11"E 91.79 FEET; THENCE S70°38'00"E 176.38 FEET; THENCE S29°51'45"E 219.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S29°51'45"E 496.71 FEET; THENCE 187.82 FEET ALONG A 178.87 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S59°56'36"E 179.31 FEET; THENCE S00°00'00"E 12.46 FEET ALONG THE WEST LINE OF NOVI ROAD; THENCE N89°59'48"W 6.81 FEET; THENCE 82.96 FEET ALONG A 238.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N80°00'37"W 82.54 FEET; THENCE 23.03 FEET ALONG A 232.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N59°46'47"W 23.02 FEET; THENCE 146.27 FEET ALONG A 235.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N46°39'39"W 143.92 FEET; THENCE N28°49'48"W 428.57 FEET; THENCE N27°03'37"E 36.94 FEET TO THE POINT OF BEGINNING, CONTAINING 0.48 ACRES OF LAND, MORE OR LESS.

Parcel 2 (Parcel No. 22-22-226-005) ROW Dedication Description:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 22, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE S00°00'00"E 138.97 FEET ALONG THE EAST LINE OF SAID SECTION 22; THENCE N70°38'00"W 704.61 FEET ALONG THE NORTH LINE OF "SUPERVISORS PLAT NO. 3", AS RECORDED IN LIBER 54A OF PLATS, PAGE 84, OAKLAND COUNTY RECORDS; THENCE S12°11'25"W 168.50 FEET; THENCE N73°15'20"W 100.00 FEET; THENCE S11°53'39"W 100.00 FEET TO THE NORTHERLY CORNER OF LOT 9 OF "RAILROAD SUBDIVISION", AS RECORDED IN LIBER 92 OF PLATS, PAGES 16, 17, AND 18, OAKLAND COUNTY RECORDS, ALSO BEING THE SOUTHEAST CORNER OF LOT 7 OF SAID "SUPERVISORS PLAT NO. 3" AND THE POINT OF BEGINNING; THENCE S58°38'11"E 91.79 FEET; THENCE S70°38'00"E 176.38 FEET; THENCE S29°51'45"E 219.68 FEET; THENCE S27°03'37"W 36.94 FEET; THENCE N28°49'48"W 184.07 FEET; THENCE 125.39 FEET ALONG A 176.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N49°14'23"W 122.75 FEET; THENCE N69°38'58"W 187.64 FEET; THENCE 105.11 FEET ALONG A 257.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N57°55'57"W 104.38 FEET; THENCE S73°24'45"E 113.49 FEET TO THE POINT OF BEGINNING, CONTAINING 0.30 ACRES OF LAND, MORE OR LESS.

EXHIBIT G
LOT SPLIT DRAWING

