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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

May 9, 2025

**CONFIDENTIAL CORRESPONDENCE
ATTORNEY-CLIENT PRIVILEGE**

Mayor Fischer and City Council
City of Novi
45175 Ten Mile Road
Novi, MI 48375

RE: The Bond Development (Grand River and Novi Road)
Additional Story on Parking Structure

Dear Mayor Fischer and Council Members:

The City has been approached by the developer of The Bond, an approved multi-family development on the west side of Novi Road, south of Grand River, adjacent to the railroad tracks. City Council will recall that the development was originally approved in 2019 as a mixed-use development, with a commercial aspect to it along the frontage of Novi Road. The multi-family building itself meets ordinance requirements (with the exception of some ZBA variances that it received). However, there is a Development Agreement between the City and the developer that is mostly related to the timing of the commercial development on Novi Road and the agreement of the developer to provide some access/parking to the adjacent City-owned cemetery. But, again, the height of the multi-family building and its density are as allowed under the ordinance.

The development has been in front of the City Council a few times since 2019 as the developer has changed the layout of the building and included an additional story. The City has approved various amendments to the Development Agreement to address those changes, and amended the site plan correspondingly.

The developer is now asking for another change to the development, this time to add a story to the parking garage, raising it from two stories to three stories above grade. As with the development generally, this would be allowed under the Zoning Ordinance, because it is within the height limitations. Note that there is also a level of the parking garage that is below ground. So even though there would now actually be four levels to the parking garage, the height of the parking structure matches the ceiling height of a three-story building as now being proposed. When City Council approved the recent Third Amendment to the Development Agreement it noted that the height of the structure was at that time being increased from “2 to 3 stories,” which Council found acceptable. Technically, though, the structure at that time would have matched the ceiling height of only a 2-story building because the top level does not have a roof.

The question that the City administration posed to us is whether that addition would require the development to come back, again, to the City Council for a site plan amendment and/or an amendment to the Development Agreement, or whether the change could be made essentially as part of the administrative final site plan approval. This development has already been in front of the Planning Commission and City Council on several occasions, and there have been three amendments to the Development Agreement to this point.

To answer the question, we went back to the original Development Agreement, a copy of which is attached for the City Council's review. We note the following paragraph in the original Development Agreement relating to potential changes to the 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. Pursuant to 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.

The bolded language above *could* be read to allow the addition of a permitted and compliant third story to be added to the development during final site plan approval. Given the lengthy history of this project, the fact that the developer is attempting to finish the building plans to get started on the development, the parking structure's location adjacent to the railroad track and the industrial-zoned property to the south, the fact that the building height is consistent with a 3-story building because the 4th level does not have a roof, **and the fact that the change is in compliance with the ordinance**, we believe that the site plan *could* be approved without further amendment to the Development Agreement and without further action of the Planning Commission and/or City Council as part of the final site plan approval given the language of the Development Agreement.

The reason we are writing to Council is to indicate the advice that we have given the City administration. **However**, we recognize that there may be concern on the part of Councilmembers to such an approach, given that it is a story added to the parking deck. If it is City Council's desire, we can take the amendment through the Planning Commission and City Council approval process. However, in indicating that, we would also emphasize (again) the fact that the number of stories and the height of the parking deck, even with the proposed amendment, would be fully within the

May 9, 2025

Page 3

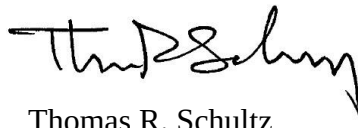
ordinance requirements. We are not aware of a particular basis that the Planning Commission or City Council would have to deny that amendment to the site plan (and potentially the Development Agreement for purposes of clarity), but if the desire was to fulfill the formal process of amending the site plan, that can certainly be done.

At this point, our advice to the administration stands to the effect that this could be approved by way of final site plan amendment administratively. However, we will give the opportunity to City Council members to weigh in on the issue and, depending on whether we hear anything, we may bring this forward through the formal amendment process if that is the desire of Council.

If you have any questions in the meantime, please don't hesitate to call.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in black ink, appearing to read "Th R Schultz", written in a cursive style.

Thomas R. Schultz

TRS/jah
Enclosure

cc: Victor Cardenas, City Manager
Cortney Hanson, City Clerk
Barb McBeth, City Planner
Charles Boulard, Community Development Director



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 in accordance with applicable ordinance standards.

- 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.

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 sub-paragraphs 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.

- 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.

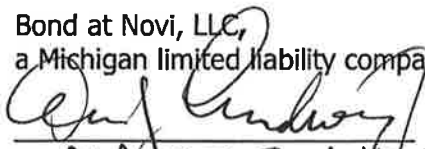
4. INTENTIONALLY OMITTED.
5. The City agrees to take the necessary actions to remove the land being donated to the City from the remainder of the Development for real estate tax purposes. In addition, the City agrees to approve a tax parcel split which establishes the Multi-Family Project and the Commercial Project as separate tax parcels in accordance with the lot split drawing attached hereto as **Exhibit F**.
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: ALBERT J. LUDWIG
Its: AUTHORIZED SIGNER

The foregoing instrument was acknowledged before me this 17th day of April, 2019, by Albert Ludwig, as the Authorized Signer of _____, the manager of Bond at Novi, LLC, on behalf of such company.

LINDA MARIE CHECKLEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2024
ACTING IN COUNTY OF Oakland

"CITY":

CITY OF NOVI

a Michigan municipal corporation

BY:

Robert J. Gatt
Robert J. Gatt, Mayor

BY:

Cortney Hanson
Cortney Hanson - City Clerk

STATE OF MICHIGAN)

) SS

COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged, signed and sworn to before me on this 25th day of APRIL, 2019, by ROBERT J. GATT, Mayor and CORTNEY HANSON, Clerk of the City of Novi.

Marilyn S. Troutman

Notary Public

OAKLAND

County, Michigan

My Commission Expires: OCT. 13, 2024

MARILYN S. TROUTMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2024
ACTING IN COUNTY OF OAKLAND

**RESOLUTION OF THE MANAGERS
OF
BOND AT NOVI, LLC**

The undersigned, being the Managers of Bond at Novi, LLC, a Michigan limited liability company (the "Company") hereby adopt the following Resolutions:

RECITALS:

A. The undersigned constitute the Managers of the Company. Under Section 5.2 of the Bond at Novi, LLC Operating Agreement dated as of December 5, 2018, the Managers have the sole authority to enter into agreements on behalf of the Company and to convey all or any portion of the Company's property.

B. In connection with the Company's proposed project in the City of Novi, the Company desires to enter into a Development Agreement with the City of Novi ("Development Agreement"). The Company also desires to donate and convey to the City of Novi (the "City") an approximately one acre portion of the Company's property to enable the City to realign and reconstruct Flint Street (the "ROW Land").

C. The Managers have determined that it is in the best interest of the Company to enter into the Development Agreement. In addition, the Managers desire to donate and convey the ROW Land to the City.

RESOLUTIONS:

RESOLVED that Albert Ludwig, as Authorized Representative of the Company, is authorized and empowered to execute the Development Agreement on behalf of the Company.

RESOLVED FURTHER that Albert Ludwig, as Authorized Representative of the Company, is authorized and empowered to execute and deliver a warranty deed conveying the ROW Land to the City.

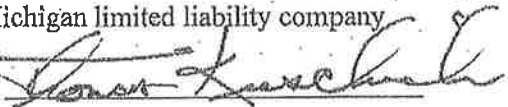
RESOLVED FURTHER that Albert Ludwig, as Authorized Representative of the Company, is authorized and empowered to execute such additional documents and take such additional actions as he deems necessary to give effect to these Resolutions.

RESOLVED FURTHER that this Resolution of the Managers may be executed in counterparts and electronic copies of signatures shall have the same force and effect as original signatures.

Signatures on following page

This Resolution of the Managers is executed as of February 28, 2019.

DTN Bond at Novi, LLC
a Michigan limited liability company

By: 

Its: Manager

GAM Bond LLC,
a Michigan limited liability company

By: _____

Its: _____

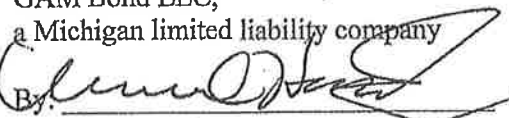
This Resolution of the Managers is executed as of February 28, 2019.

DTN Bond at Novi, LLC
a Michigan limited liability company

By: _____

Its: _____

GAM Bond LLC,
a Michigan limited liability company

By:  _____

Its: members _____

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

PRELIMINARY SITE PLANS FOR:

THE BOND

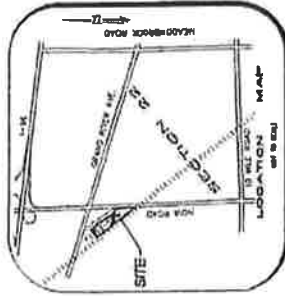
SECTION 22, TOWN 1 NORTH, RANGE 8 EAST,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN
PREPARED FOR:



DTM MANAGEMENT COMPANY
2502 LAKE LANSING ROAD, SUITE C
LANSING, MICHIGAN 48212
PHONE: 517.371.5000



TRICAP HOLDINGS LLC
30500 MONTICELLO, SUITE 400
FARMINGTON, MICHIGAN 48334
PHONE: 248.628.1388 EXT. 238



INDEX

1. COVER SHEET
2. OVERALL SITE PLAN
3. B.O.M. TAKING PLAN AND OPEN SPACE PLAN
4. SUBMITTER'S MANAGEMENT PLAN
5. PHASING PLAN

BENCHMARKS

NO BENCH MARKS WERE FOUND ON THE PROPERTY. THE BENCHMARKS WERE ESTABLISHED BY THE SUBMITTER. THE BENCHMARKS WERE ESTABLISHED BY THE SUBMITTER. THE BENCHMARKS WERE ESTABLISHED BY THE SUBMITTER.



SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 WASHINGTON, SUITE 200, NOVI, MICHIGAN 48240
PHONE: 248.628.1331

BOUNDARY SURVEY PREPARED BY:
FAZAL KHAN & ASSOCIATES, INC.
43779 SCHROEDER
NORTHVILLE, MICHIGAN 48861
PHONE: 248.739.8994

LANDSCAPE PLANS PREPARED BY:
ALLEN DESIGN, LLC
LANDSCAPE ARCHITECTURE
557 CARPENTER
NORTHVILLE, MICHIGAN 48861
PHONE: 248.487.4888

PROPERTY BOUNDARY & TOPO INFORMATION
ALPINE ENGINEERING, INC.
44892 WEST ROAD, SUITE 109
NOVI, MICHIGAN 48277
PHONE: 248.928.3785

ARCHITECTURAL DESIGN PREPARED BY:
HUMPHREY & PARTNERS ARCHITECTS, L.P.
5339 ALPHA ROAD
SUITE 300, DALLAS, TX 75240
PHONE: 972.761.8838

LEGAL DESCRIPTIONS

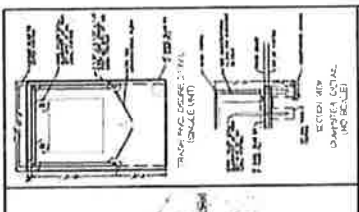
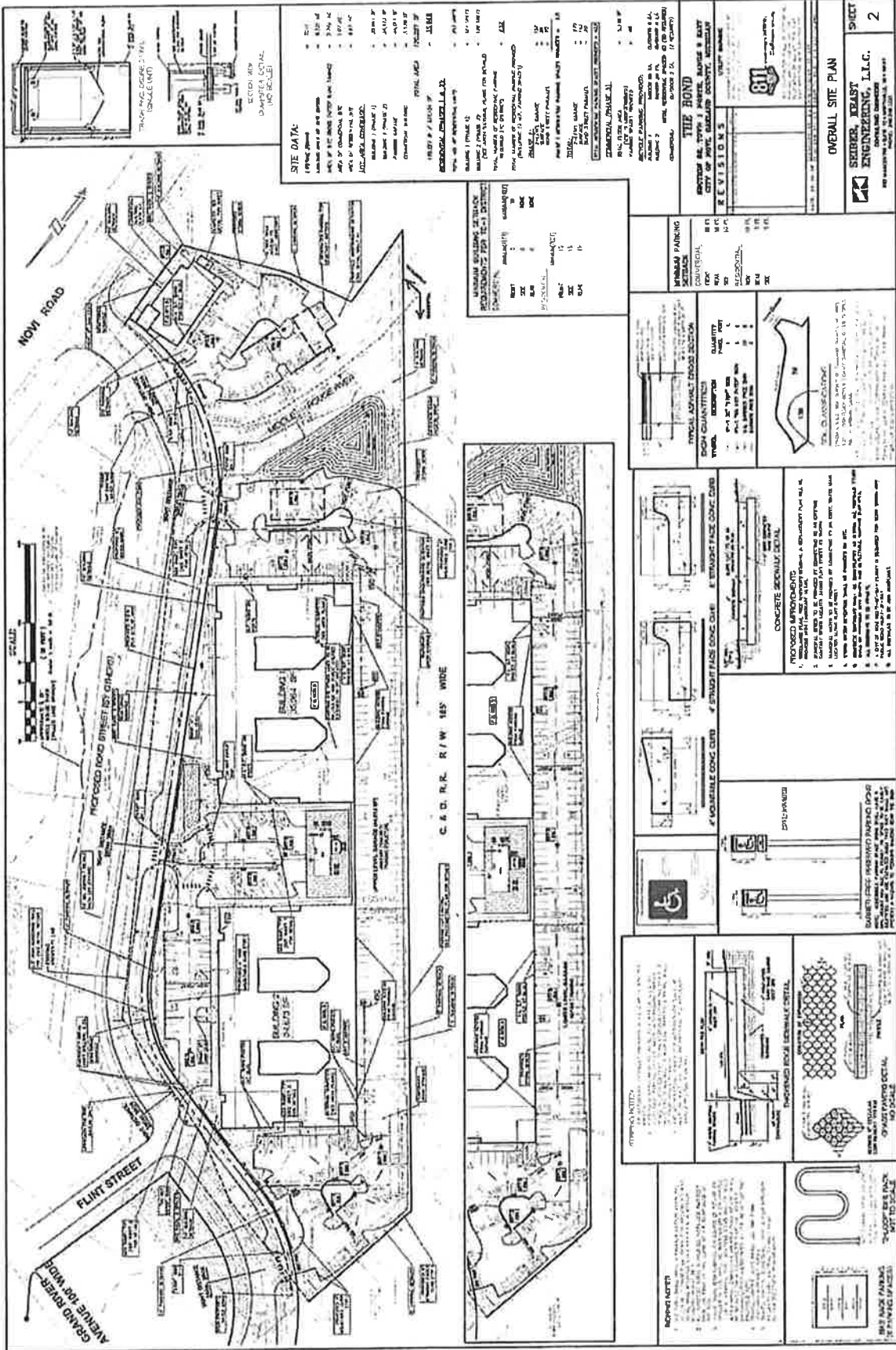
PARCEL 1: 1.22-22-003
PARCEL 2: 1.22-22-005

LEGAL DESCRIPTION: SECTION 22, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN. THE PROPERTY IS BOUNDARY SURVEYED AND THE BENCHMARKS WERE ESTABLISHED BY THE SUBMITTER. THE BENCHMARKS WERE ESTABLISHED BY THE SUBMITTER. THE BENCHMARKS WERE ESTABLISHED BY THE SUBMITTER.

SEIBER, KEAST
ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 WASHINGTON, SUITE 200, NOVI, MICHIGAN 48240
PHONE: 248.628.1331

COVER SHEET

SHEET
1



SITE DATA

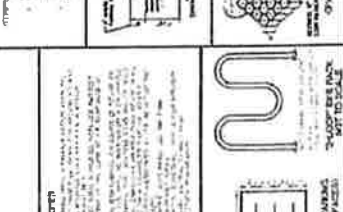
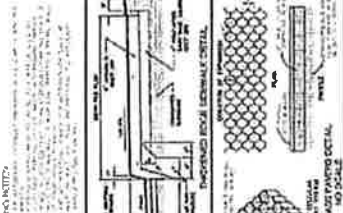
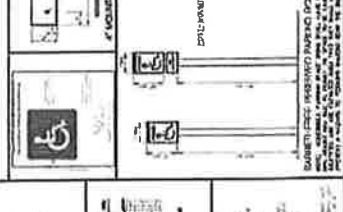
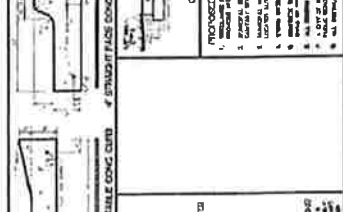
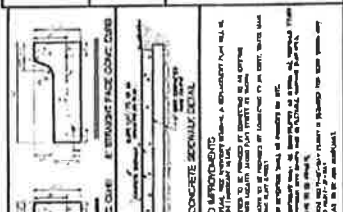
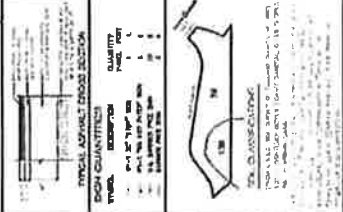
Lot Area	10,000 sq. ft.
Building Area	5,000 sq. ft.
Parking Area	2,000 sq. ft.
Setback	10 ft.
Height	10 ft.
Use	Commercial
Owner	Shirley Krast Engineering, LLC
Address	10000 Grand River Avenue, Novi, MI 48240
City	Novi
County	Wayne
State	MI
Zip	48240
Phone	(313) 555-1234
Fax	(313) 555-5678
E-mail	shirley.krast@shirleykrast.com
Website	www.shirleykrast.com

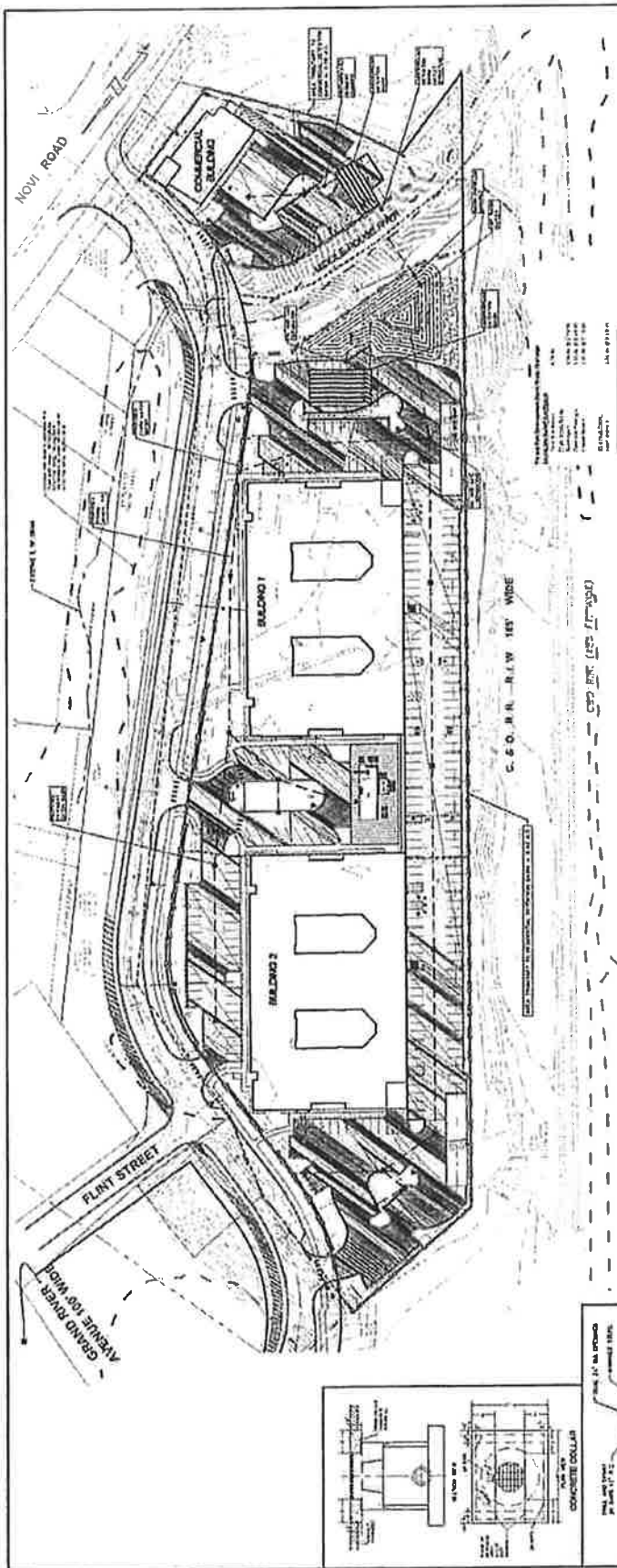
THE BOND

Section	10000 Grand River Avenue, Novi, MI 48240
City	Novi
County	Wayne
State	MI
Zip	48240
Phone	(313) 555-1234
Fax	(313) 555-5678
E-mail	shirley.krast@shirleykrast.com
Website	www.shirleykrast.com

STANDARD PARKING

STANDARD	STANDARD	STANDARD	STANDARD	STANDARD	STANDARD
1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
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THE BOND
SECTION 22, TOWN 1 NORTH, RANGE 6 EAST
CITY OF MIAMI, MIAMI COUNTY, MISSOURI

REVISIONS

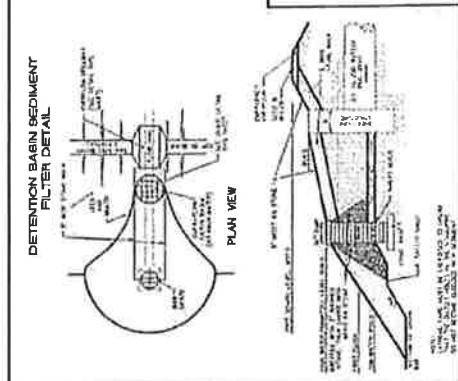
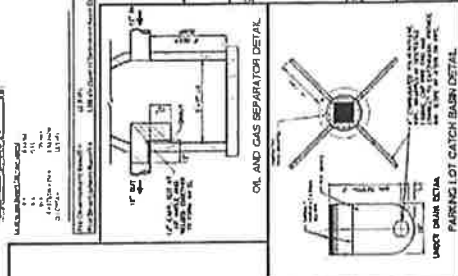
NO.	DATE	DESCRIPTION
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2	10/10/10	REVISED
3	10/10/10	REVISED
4	10/10/10	REVISED

SCALE
1" = 10' HORIZONTAL
1" = 10' VERTICAL

STORM WATER MANAGEMENT PLAN

STUBER, KRAST ENGINEERING, L.L.C.
1000 S. W. 10th Ave., Suite 100, Fort Lauderdale, FL 33304
Phone: (954) 571-1111
Fax: (954) 571-1112
Email: info@stuberkrast.com
Website: www.stuberkrast.com

SHEET 4



PERFORMANCE CRITERIA

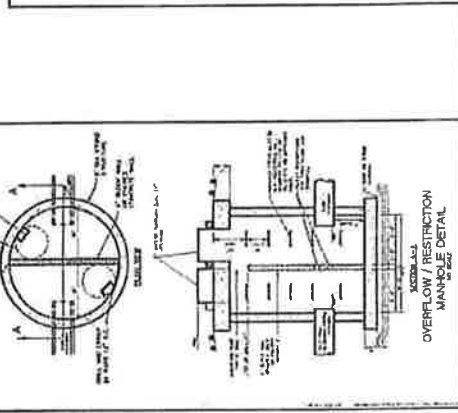
Parameter	Design Value	Acceptance Criteria
Flow Rate (MGD)	1.0	1.0
Detention Time (min)	15	15
Efficiency (%)	90	90
Settling Velocity (ft/min)	0.1	0.1
Filtering Velocity (ft/min)	0.1	0.1

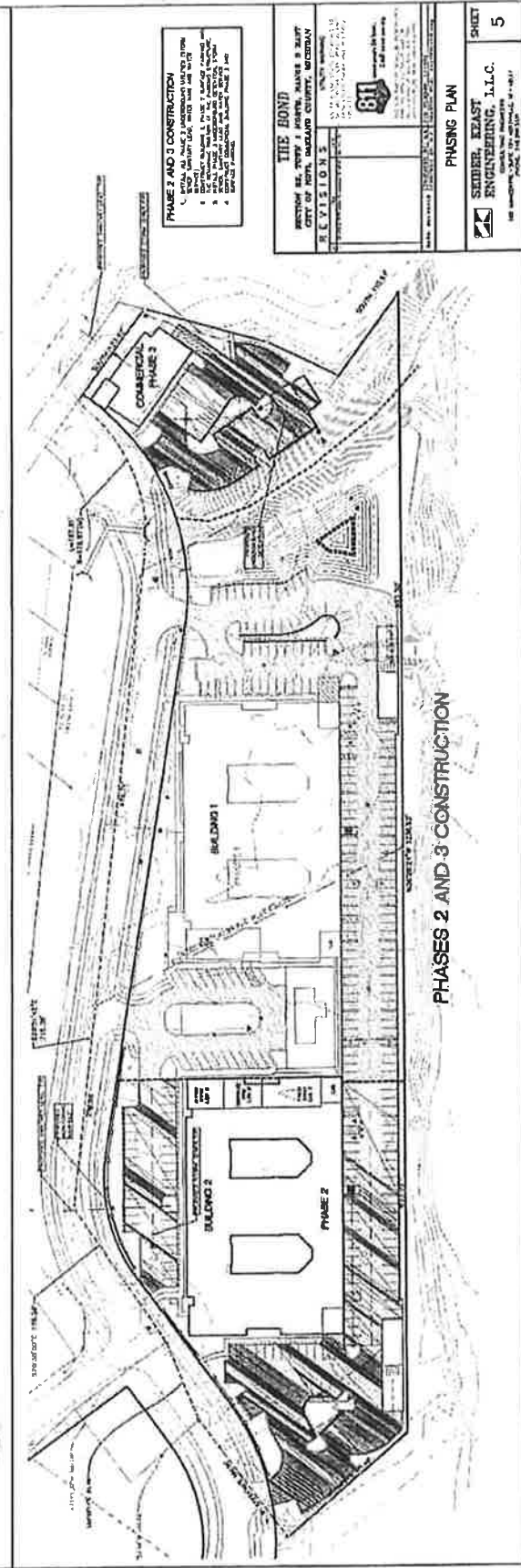
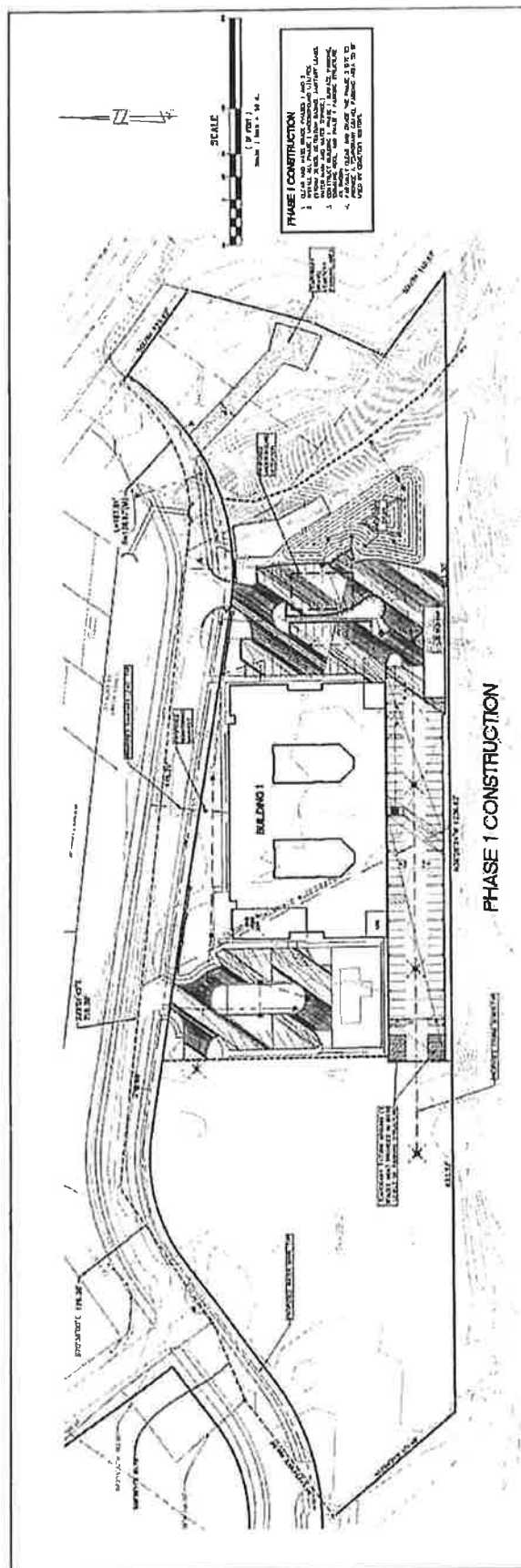
DESIGN ASSUMPTIONS

- Flow is uniform and steady.
- Settling velocity is based on standard test results.
- Filtering velocity is based on standard test results.
- Efficiency is based on standard test results.
- Detention time is based on standard test results.

CONSTRUCTION NOTES

- Construct the detention basin to the design dimensions.
- Install the sediment filter to the design specifications.
- Ensure the flow is uniform and steady.
- Test the system for efficiency and detention time.







Woodland Plan

Project:
The Bond
Novi, Michigan

Prepared for:
TTCamp Holdings, LLC
17000 Northwood Lane Highway 17, Suite 410
Foothill Ranch, California 92634

Revision:	Issued:
Submittal	May 12, 2016
Revised	June 11, 2016

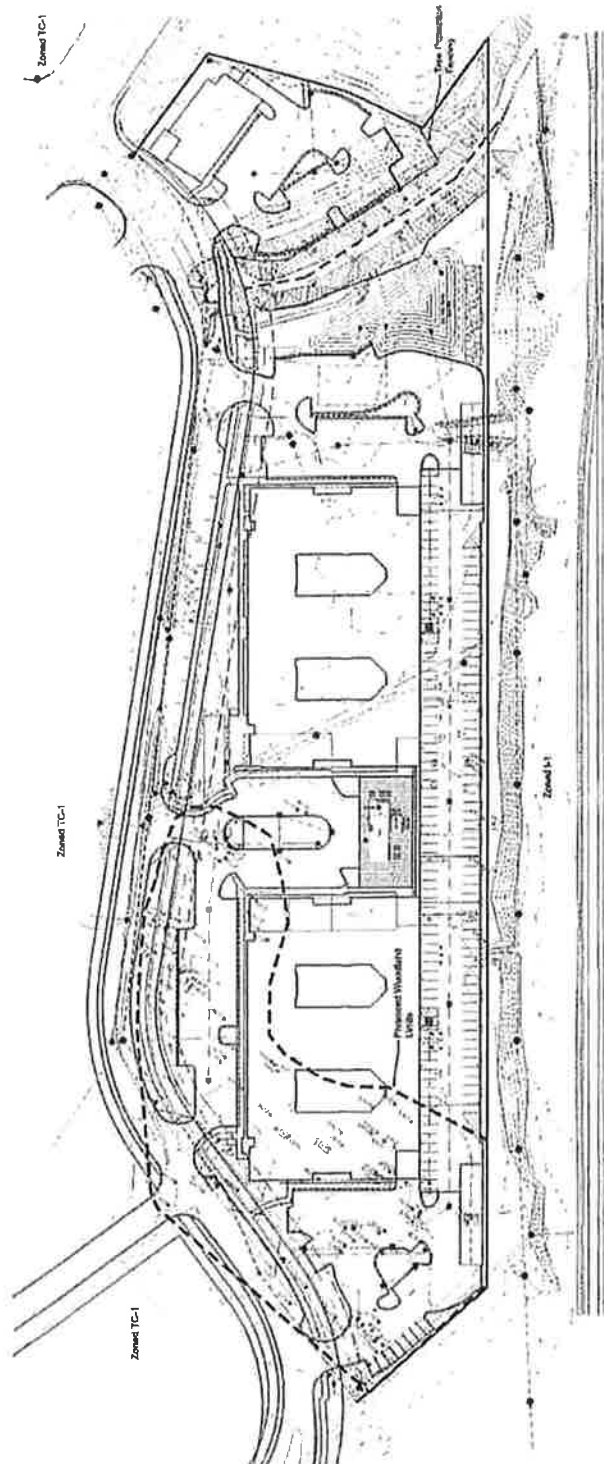
Job Number:

Drawn By: _____ Checked By: _____



Sheet No. _____

4

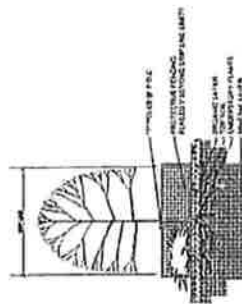


Woodland Summary

[illegible]

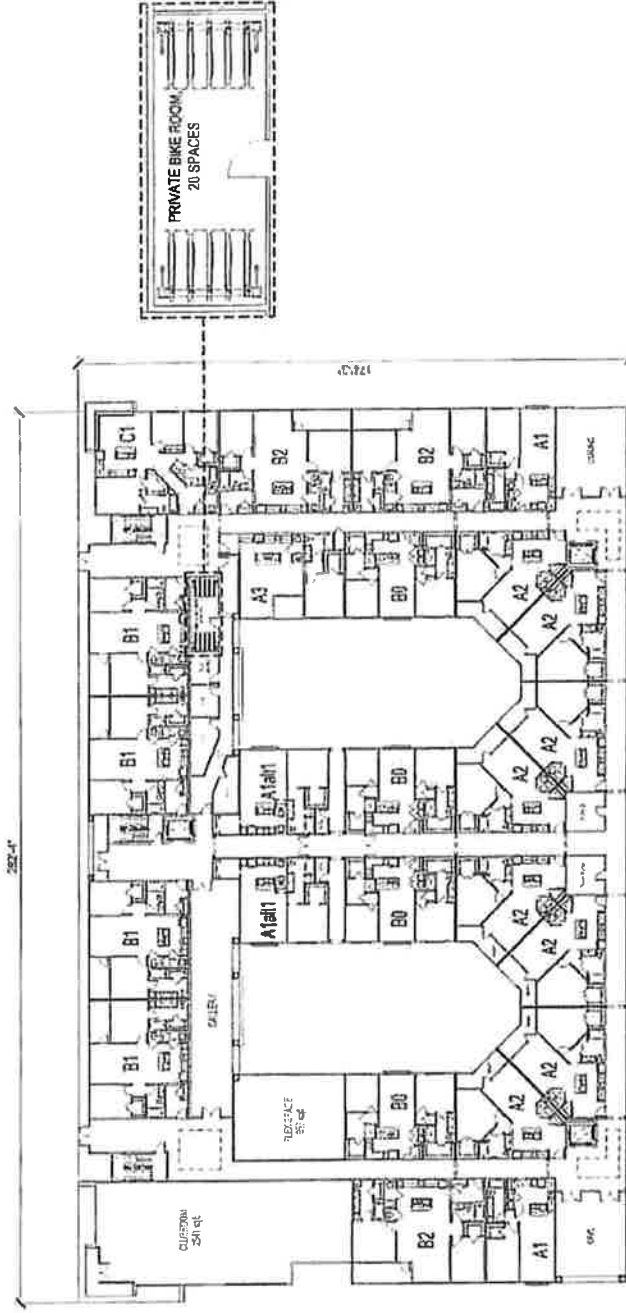
Key **Remember You**

State	True will be stored
Condition	True is located outside of a word and will be stored.
Registers	True is located in a register and will not be stored.
Concept	True is stored or located outside of a word and will be stored.



FREE PROTECTION DETAIL

TREE PROTECTION DETAIL



BUILDING TYPE-II 1ST FLOOR PLAN

SCALE: 1/8" = 1'-0" (24"x36" SHEET)



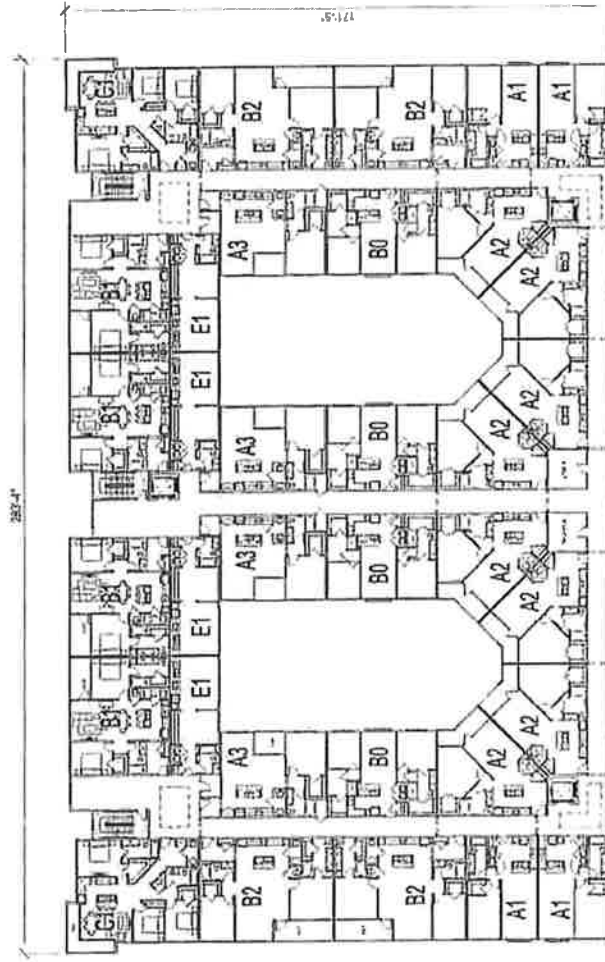
HUMPHREYS & PARTNERS ARCHITECTS, L.P.
 1300 NORTH GARDEN STREET, SUITE 1000 | DALLAS, TEXAS 75201 | TEL: 214.758.1000



BLDG TYPE 2 - 1ST FLOOR PLAN
 SCHEME 03
 DATE: 11.2013

A410

THE BOND
 1000 S. GARDEN STREET, SUITE 1000
 DALLAS, TEXAS 75201



BUILDING TYPE-II 2ND FLOOR PLAN

SCALE: 1/8" = 1'-0" (24"x36" SHEET)



HUMPHREYS & PARTNERS ARCHITECTS, L.P.
 5500 N. GARDEN, SUITE 1000 | DALLAS, TEXAS 75245 | 214.757.7500 | www.humphreys.com



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

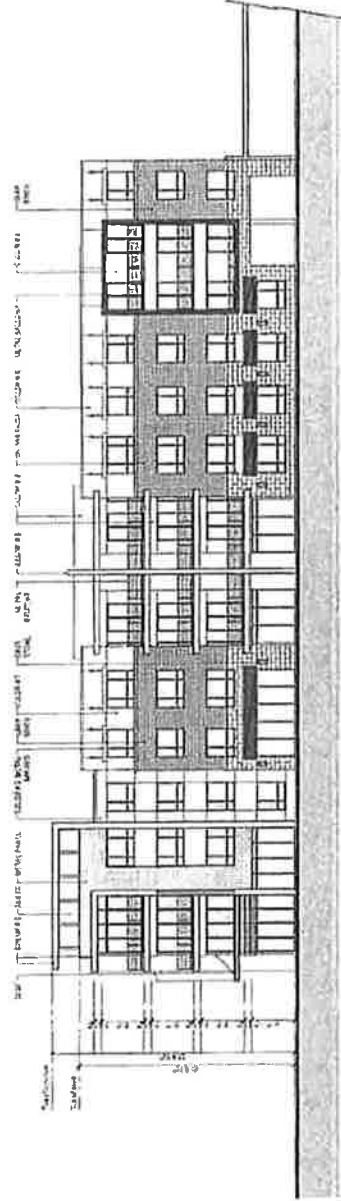
A411

THE BOND
 Addendum
 1-2018



FRONT ELEVATION (East)

SECTION 445
ELEVATION
CAST STONE, NC
PANEL 501



SIDE ELEVATION (North/pool courtyard)

SECTION 445
ELEVATION
CAST STONE, NC
PANEL 502



BUILDING TYPE I ELEVATIONS



SCALE 1/8" = 1'-0" (1/4" = 1'-0")

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
1000 PINE STREET, SUITE 1000, DALLAS, TEXAS 75201 | 214.760.1000 | www.humphreys.com



ARCHITECTURAL SITE PLAN
SCHEMATIC
DATE: 12/12/11

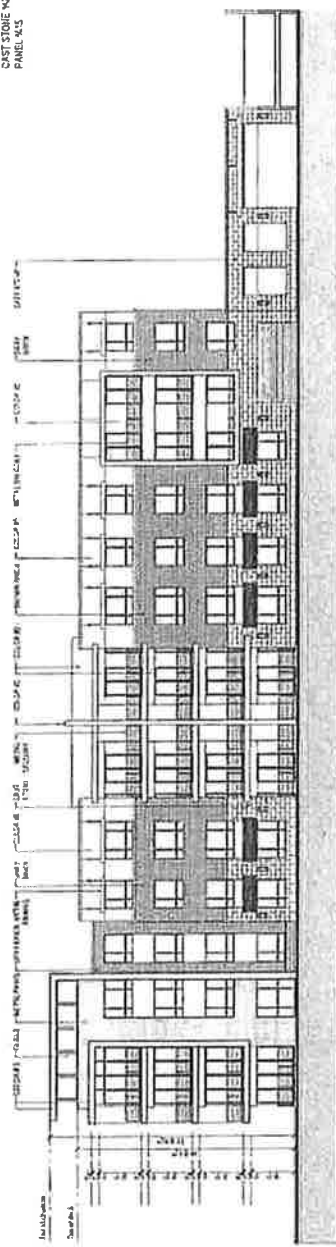
A412

THE BOND
1000 PINE STREET
DALLAS, TEXAS 75201



FRONT ELEVATION (East)

STUCCO N35
BRICK N38
CAST STONE N42
PAVEL N43



SIDE ELEVATION (North)

STUCCO N41
BRICK N42
CAST STONE N43
PAVEL N42



BUILDING TYPE II ELEVATIONS

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



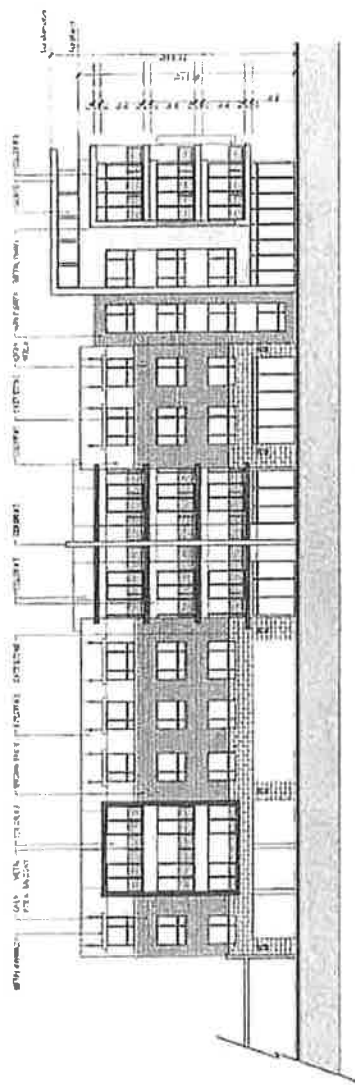
HUMPHREYS & PARTNERS ARCHITECTS, L.P.
ARCHITECTS
1000 N. GARDEN STREET, SUITE 100
DALLAS, TEXAS 75202-1000



ARCHITECTURAL SITE PLAN
SCHEME 05
JUL 15, 2018

A422

THE BOND
NEW, TX
4-03-1703



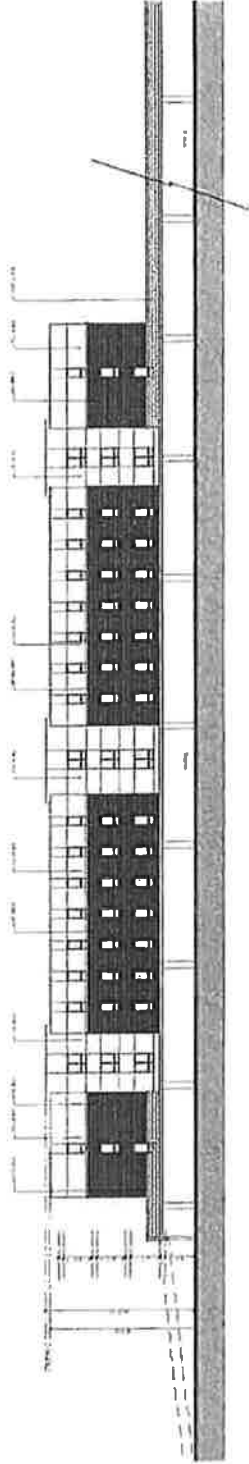
SIDE ELEVATION (South/ pool courtyard)

A423

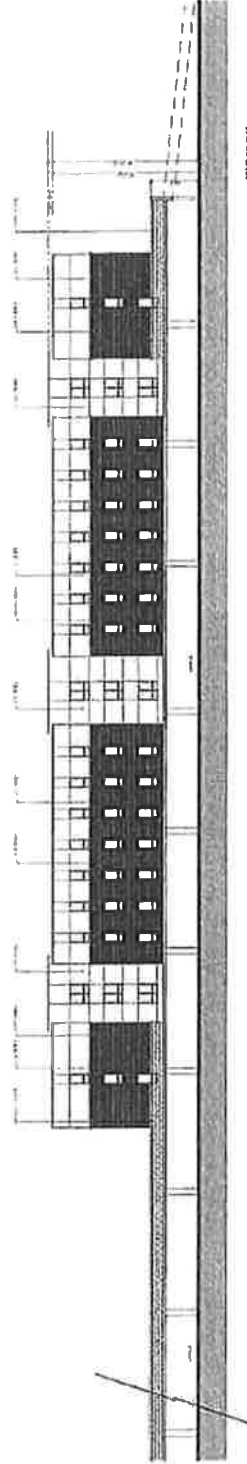
THE BOND
Mori, M.
11728-17536

BUILDING TYPE II ELEVATIONS

ARCHITECTURAL SITE PLAN
SCHEME 05
JAN 11, 2011



REAR ELEVATION (West)



(1) 200 S44
BRICK
CAST STONE SS
PANEL M

- CELL 11
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SCALE: 1/8" = 1'-0" (24x36" SHEET)

BUILDING TYPE I&II ELEVATIONS

ARCHITECTURAL SITE PLAN
SCHEMATIC
DATE: 11-20-20

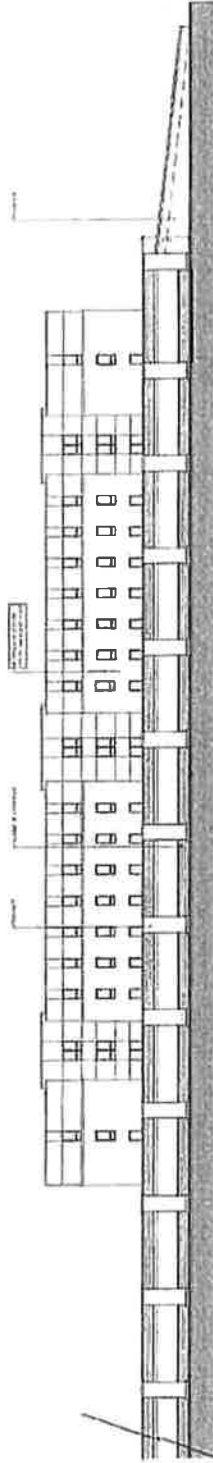
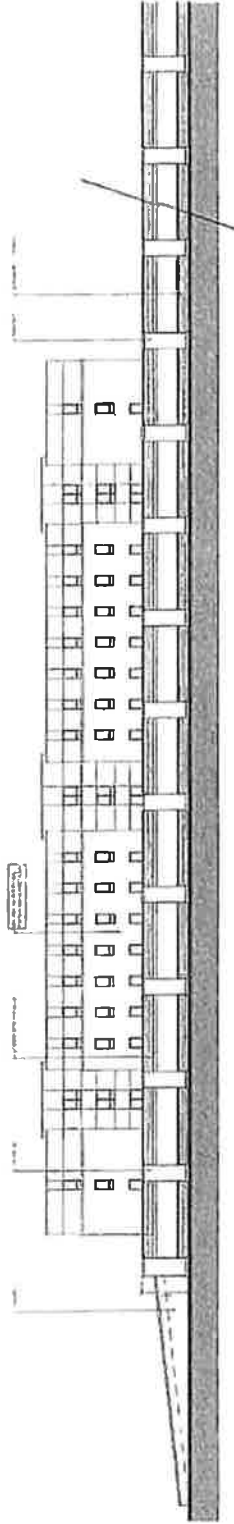


TRICAP

MUMPHREYS & PARTNERS ARCHITECTS, L.P.
2300 DALLAS STREET, SUITE 1000, DALLAS, TEXAS 75201
214.760.1234

A424

THE BOND
MAY 14
MAY 14



PARKING ELEVATION (West)

BUILDING TYPE I&II ELEVATIONS

A425

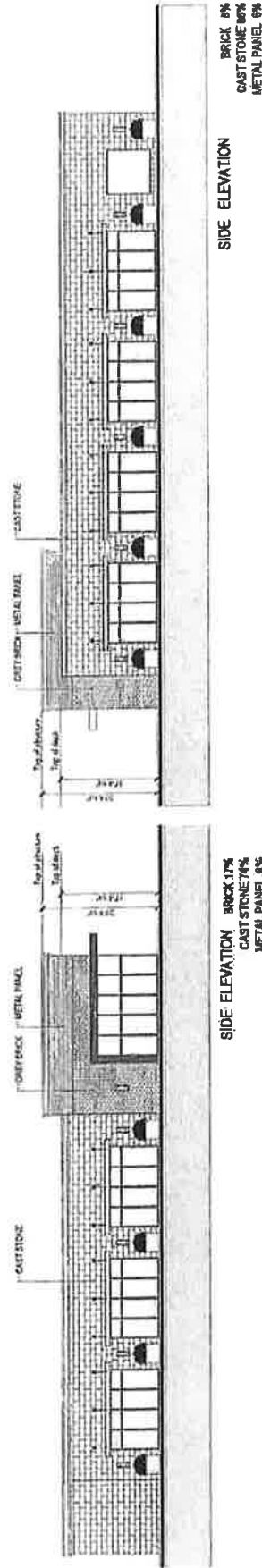
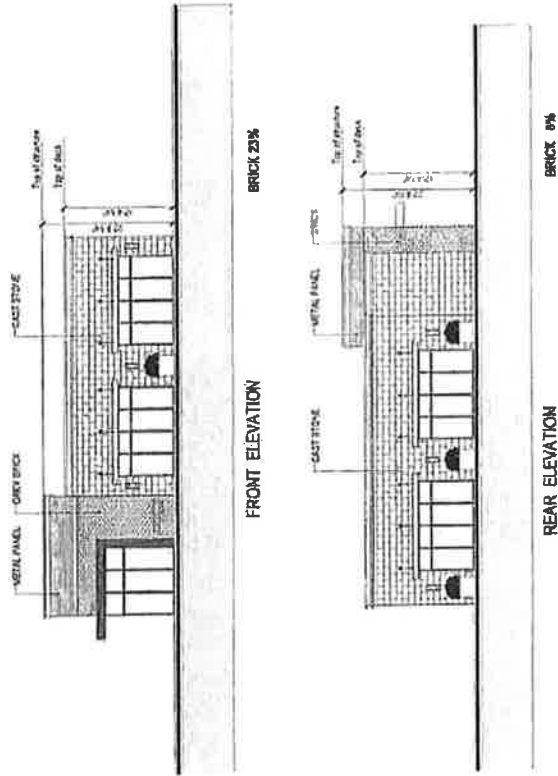
THE BOND
New, IL
JUNE 11, 2024

ARCHITECTURAL SITE PLAN
SCHEMATIC



HUMPHREYS & PARTNERS ARCHITECTS, L.P.
2000 P.O. BOX 2, 2000 P.O. BOX 2, 2000 P.O. BOX 2, 2000 P.O. BOX 2, 2000 P.O. BOX 2





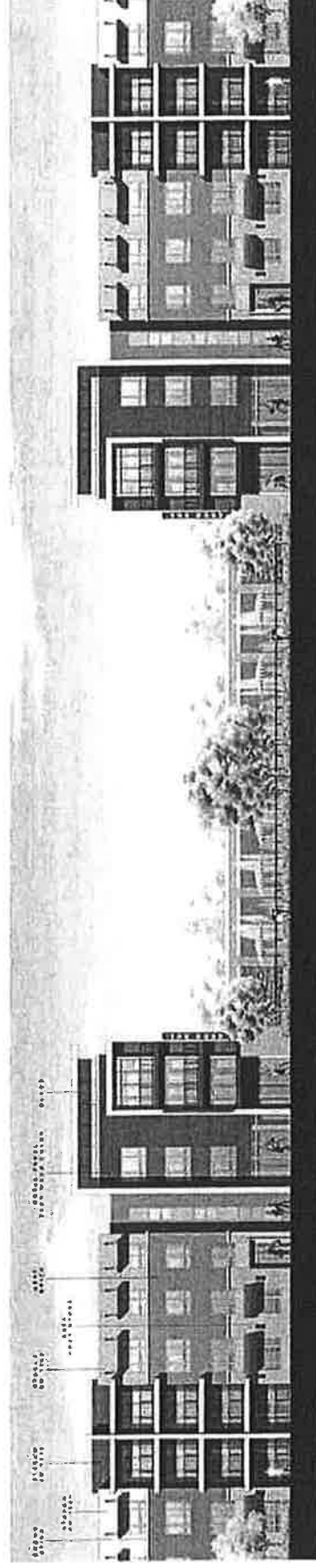
HUMPHREYS & PARTNERS ARCHITECTS, L.P.



COMMERCIAL BUILDING
SCHEME 05

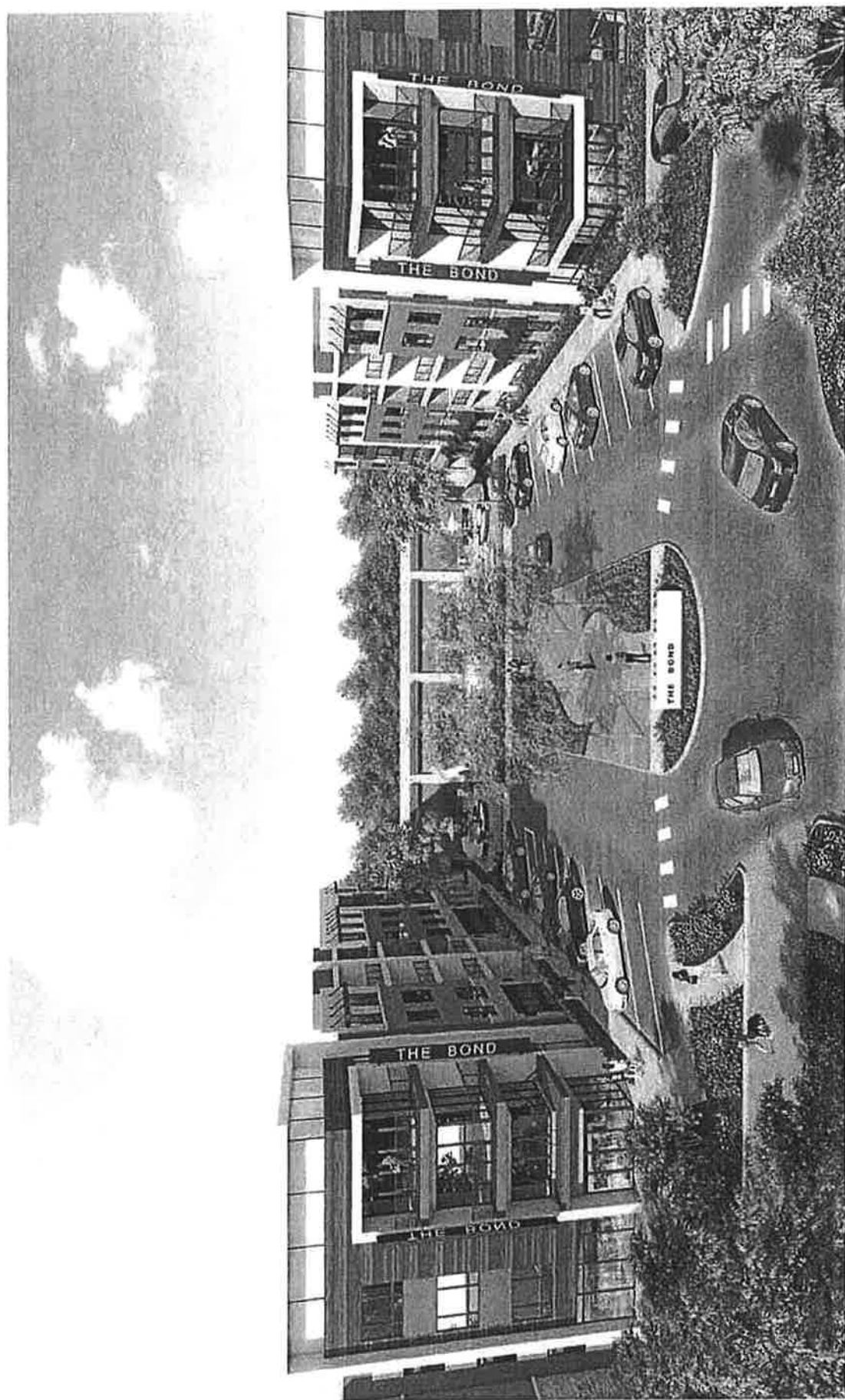
A901

THE BOND
MAY 14
2014 11:00



EAST ELEVATIONS-POOL COURTYARD





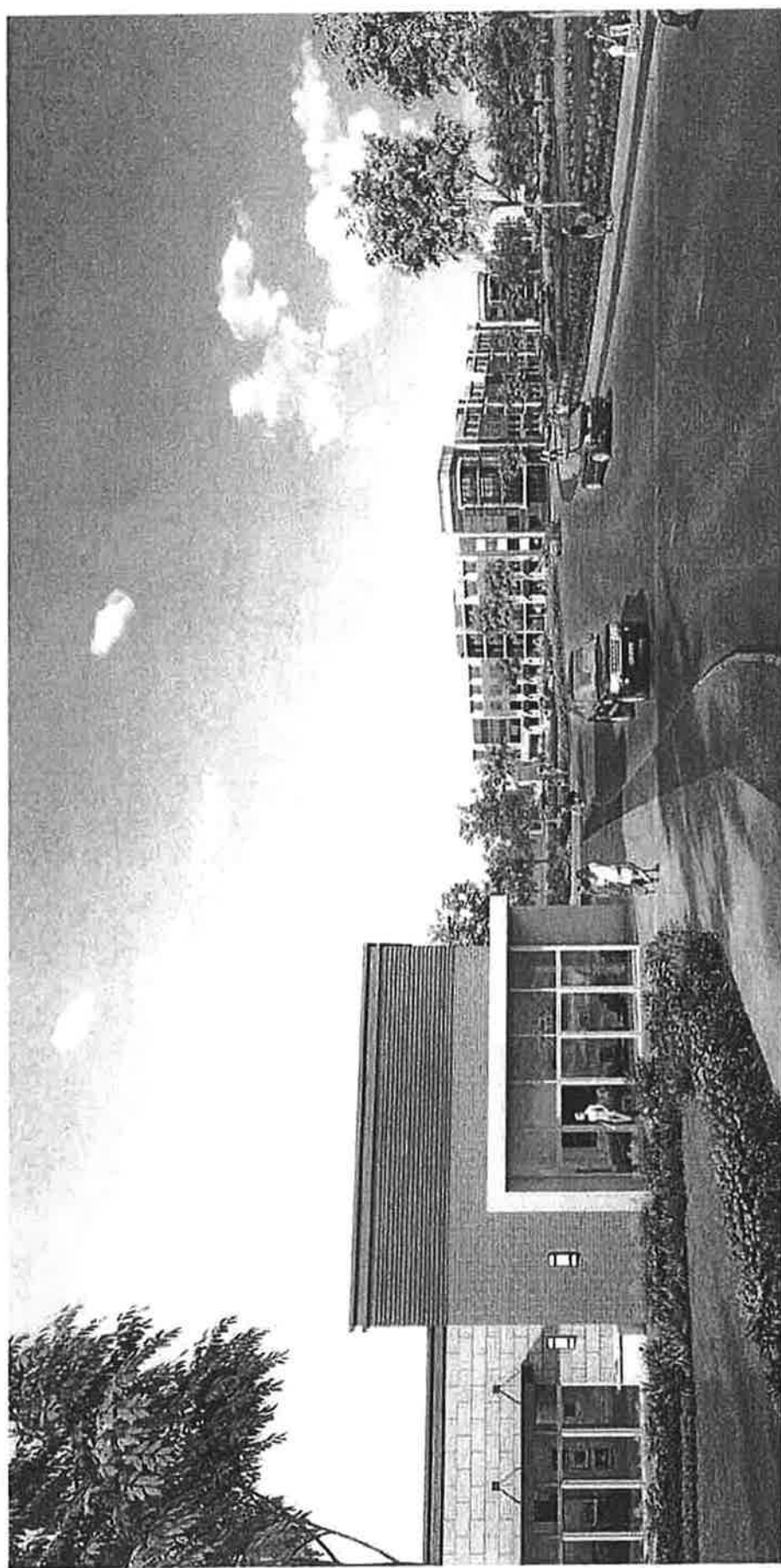


EXHIBIT C

REGULAR MEETING - ZONING BOARD OF APPEALS

CITY OF NOVI

August 14, 2018

Proceedings taken in the matter of the ZONING BOARD OF APPEALS, at City of Novi, 45175 West Ten Mile Road, Novi, Michigan, on Tuesday, August 14, 2018.

BOARD MEMBERS

Cynthia Gronachan, Acting Chairperson

David M. Byrwa

Joe Peddiboyina

Siddharth Mav Sanghvi

Samuel Olsen

ALSO PRESENT:

Lawrence Butler, Community Development Deputy Director

Elizabeth Saarela, City Attorney

Katherine Oppermann, Recording Secretary

Sri Komaragiri

Certified Shorthand Reporter, Diane Szach

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?

1 MR. OLSEN: Yes.

2 MS. OPPERMANN: Member Peddiboyina?

3 MR. PEDDIBOYINA: Yes.

4 MS. OPPERMANN: And Member Sanghvi?

5 MR. SANGHVI: Yes.

6 MS. OPPERMANN: Motion passes.

7 CHAIRPERSON GRONACHAN: One last one.

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 variances for loading areas in the side
14 yard, the reduced public walk and pathway widths, and
15 the reduced parking bay deck. The variances are
16 granted due to practical difficulty associated with
17 the shallowness and narrowness of the property which
18 was created in large part by the petitioner's donation
19 of land to the City with the purpose of realigning
20 Flint Street in accordance with the City's plans.

21 The variance is not self-created because
22 there is a need to realign Flint Street for public
23 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
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 arborvitae 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 arborvitaes 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
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 manufacturers specifications;

EXHIBIT F

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.

