



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: July 6, 2022



To: Honorable Mayor and Members of the Troy City Council

From: Mark F. Miller, City Manager
Lori Grigg Bluhm, City Attorney
Robert F. Bruner, Assistant City Manager
R. Brent Savidant, Planning Director
Julie Quinlan Dufrane, Assistant City Attorney

Subject: Third Amendment to Consent Judgment in the matter of
Somerset Collection, et al v City of Troy lawsuit, Case Number 87-cv-72022

In 1990, the City of Troy resolved pending litigation with the respective owners of Somerset Mall, Somerset North, and Somerset Inn by entering into a Consent Judgment. The provisions of the Consent Judgment permitted, among other things, the expansion of the existing Somerset Mall on the south side of Big Beaver and the construction of the mall on the north on the north side of Big Beaver, which taken together are known today as the Somerset Collection. As set forth in the Consent Judgment, the case remains under the jurisdiction of the United States District Court. The Consent Judgment has been amended twice since 1990.

The building located at 2850 Coolidge Road in the City of Troy has been empty since the McCormick and Schmick's restaurant closed almost four years ago. Recently, the building was leased to Sports and Social ("S&S"), which is described as a "highly curated dining, entertainment, sports viewing and social concept." S&S is preparing to make interior and exterior renovations to the building and surrounding site, but cannot make all the desired modifications without the entry of an amendment to the Consent Judgment. The proposed attached Third Amendment to the Consent Judgment would allow for the requested improvements, which is primarily the addition of a patio for outside seating, and other improvements to the surface parking lot that serves the building.

The site plan attached to the amended Consent Judgment has been administratively approved. The Third Amended Consent Judgment and must be approved by the parties, including Troy City Council. Following the approval by the parties, the next step is to present the Third Amendment to the Consent Judgment to the US District Court for entry.

Recommendation

The site plan attached to Third Amendment to the Consent Judgment has been administratively approved using the building permit review and approval process, but this is contingent upon the approval of the attached Third Amendment to Consent Judgment. City Administration recommends approval.

Attachments:

Third Amendment to Consent Judgment with Exhibits A-E

-----Space Above Reserved for Recording-----

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

SOMERSET COLLECTION
LIMITED PARTNERSHIP, a Michigan
limited partnership, as successor-in-interest
to Somerset Mall Limited Partnership, and
Frankel/Forbes-Cohen Associates, a Michigan
Co-partnership, as successor-in-interest to
Somerset North Limited Partnership, and
Somerset Inn Limited Partnership,
a Michigan limited partnership,

Case No: 87-CV-72022
Honorable Matthew F. Leitman

Plaintiffs,

v

CITY OF TROY, a Michigan Home
Rule City,

Defendant.

_____/

THIRD AMENDMENT TO CONSENT JUDGMENT

At a session of said Court held in
the US Courthouse in the City of Detroit,
Wayne County, Michigan on: _____
Present: Honorable Judge Matthew F. Leitman

The predecessors of Somerset Collection Limited Partnership (hereinafter "Collection"), Somerset Mall Limited Partnership, Somerset North Limited Partnership, and Somerset Inn Limited Partnership, as plaintiffs, and the City of Troy ("Troy"), as defendant, negotiated and entered into a Consent Judgment approved and entered by this Court on November 21, 1990. (Exhibit A, Consent Judgment without exhibits).

The Consent Judgment was Amended for the first time on December 15, 1994. (Exhibit B, Amendment to Consent Judgment without exhibits). On September 30, 1997, this Court approved and entered a second amendment to the Consent Judgment. (Exhibit C, Second Amendment to Consent Judgment without exhibits).

This Court retained jurisdiction of this matter to enforce and effectuate the terms and intent of the Consent Judgment. The parties now come before this Court with a third request to amend the Consent Judgment to permit certain improvements and modifications to the free-standing building and associated surface parking lot located at 2850 Coolidge Road.

The property which is the subject of this third amendment to the Consent Judgment is bounded by Big Beaver Road, Coolidge Road, Golfview, and Lakeview. Title to the subject property is currently held by Somerset Collection Limited Partnership which leases a portion of the subject property to S&S Michigan 1, LLC d/b/a Sports and Social (hereinafter “S&S”) which is not a party to the underlying lawsuit or Consent Judgment. The portion of the subject property leased to S&S is commonly known as 2850 Coolidge Road and is depicted on Exhibit D.

As evidenced by the signatures of the parties’ authorized agents and this Court, the Third Amendment to Consent Judgment is approved.

THIS COURT FINDS:

- A. Jurisdiction has been retained by this Court.
- B. Title to the subject property is held by Somerset Collection Limited Partnership. S&S leases a portion of the subject property, commonly known as 2850 Coolidge Road.

C. S&S, with the permission of Plaintiffs, submitted a site plan to Defendant City of Troy which was administratively approved by the building permit review and approval process on June 29, 2022. (Exhibit D, Site Plan, Drawing Number C-3.0, Approved June 29, 2022).

D. The approved site plan reflects the addition of a 1400 square foot patio to the building exterior and certain modifications within the surface parking lot as reflected on the site plan. (Exhibit D).

IT IS ORDERED:

1. Except as specifically modified below, the Consent Judgment, including the prior approved amendments, remains in full force and effect. A certified copy of this Third Amendment to Consent Judgment shall be recorded in the office of the Oakland County Register of Deeds at the sole expense of Plaintiffs.

2. Notwithstanding any provisions in the Consent Judgment, its exhibits, and each and every amendment thereto, the attached preliminary site plan attached as Exhibit D is approved and the improvements and modifications may be constructed as depicted once a

building permit is issued by Troy's Building Department. A building permit shall be issued in accordance with the Plan Review comments dated June 30, 2022 (Exhibit E). Troy shall not unreasonably withhold the issuance of a building permit.

3. By Resolution No. _____ dated _____, Troy approved the execution of this Third Amendment to the Consent Judgment by the City Attorney and the entry of same by this Court.

HONORABLE MATTHEW F. LEITMAN
UNITED STATES DISTRICT JUDGE

Approved as to form and substance:

SOMERSET COLLECTION LIMITED PARTNERSHIP, successor in interest to Somerset Mall Limited Partnership, Plaintiff

By: _____

Its: _____

FRANKEL/FORBES-COHEN ASSOCIATES, successor in interest to Somerset North Limited Partnership, Plaintiff

By: _____

Its: _____

SOMERSET INN LIMITED PARTNERSHIP, Plaintiff

By: _____

Its: _____

CITY OF TROY, Defendant

By: _____

LORI GRIGG BLUHM (P46908)

Its: CITY ATTORNEY

EXHIBIT A

EXHIBIT A to Third Amendment to Consent Judgment

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

11-21-90
Pal
Executed Copy

SOMERSET MALL LIMITED PARTNERSHIP,
a Michigan limited co-partnership,
and SOMERSET NORTH LIMITED
PARTNERSHIP, a Michigan limited
co-partnership, and SOMERSET INN
LIMITED PARTNERSHIP, a Michigan
limited co-partnership,

Plaintiffs,

v

Case No. 87-CV72022 DT

CITY OF TROY, a Michigan
Home Rule City, and BOARD
OF ZONING APPEALS OF THE
CITY OF TROY, a Michigan
statutory quasi-judicial body,

Honorable Anna Diggs Taylor

Defendants.

ERIC J. McCANN (P17276)
CHARLES J. PORTER (P19009)
Attorneys for Plaintiff
33 Bloomfield Hills Park, Ste. 155
Bloomfield Hills, Michigan 48013
(313) 647-9505

PETER A. LETZMANN (P16587)
JOHN J. MARTIN, III (P25888)
Attorneys for Defendants
500 W. Big Beaver Road
Troy, Michigan 48084
(313) 524-3320

CONSENT JUDGMENT

At a session of said Court held in
the U.S. Courthouse, in the City of
Detroit, Wayne County, Michigan
on: _____

PRESENT: HONORABLE ANNA DIGGS TAYLOR, U.S. DISTRICT JUDGE

Plaintiffs, Biltmore Development Co. (Biltmore), whose
successor in interest is Somerset Mall Limited Partnership, a
Michigan limited co-partnership (Somerset Mall), Somerset North

Limited Partnership, a Michigan limited co-partnership (Somerset North) and Somerset Inn Limited Partnership, a Michigan limited co-partnership (Somerset Inn), and Defendants, City of Troy and the Board of Zoning Appeals of the City of Troy (Troy), have entered into negotiations to compromise and settle this litigation and have stipulated and agreed on the form and substance of this Consent Judgment to reflect their agreed upon settlement, and this Court has approved this Judgment;

THIS COURT FINDS:

A. It has retained and possesses jurisdiction over this action.

B. During the pendency of this proceeding plaintiff, BILTMORE DEVELOPMENT COMPANY, a Michigan Limited Co-partnership, distributed its assets to its individual partners, some of whom have formed SOMERSET MALL LIMITED PARTNERSHIP, a Michigan Limited Co-partnership, the entity which now holds title to the land formerly owned by BILTMORE DEVELOPMENT COMPANY and which is the subject matter of this litigation.

C. Somerset Mall and Saks Fifth Avenue, not a party to this proceeding, are the owners of Parcel A, which is legally described in Exhibit A-1 which is attached to this Consent Judgment. A Development Plan for development of Parcel A is attached as Exhibit A-2.

D. Somerset North is the owner of Parcel B, which is legally described in Exhibit B-1 which is attached to this Consent Judgment.

E. Yarmouth Enterprises, a Michigan limited co-partnership, has been renamed Somerset Inn Limited Partnership, a Michigan Limited Co-partnership (Somerset Inn), is the owner of Parcel C, which is legally described in Exhibit C-1 attached to this Consent Judgment.

F. The dedications and conveyances agreed to in paragraphs A5, B1 and C1 benefit Parcels A, B and C.

(G.) Gross leasable area (GLA) for the purposes of this judgment shall mean 80% of the gross building area.

IT IS ORDERED:

PARCEL "A"

Generally known as Somerset Mall,
bounded by Big Beaver, Coolidge,
Golfview and Lakeview.

A1. After entry of this Consent Judgment, Parcel A (Somerset Mall) may be developed, used and occupied as depicted in the Development Plan attached as Exhibit A-2 without need for site plan approval or variances. Troy accepts the location of existing buildings. This does not preclude requests for additional variances. Any development and use of Parcel A shall be in accordance with article XXI, "B-2", Community Business District, of Chapter 39 of the Troy City Code unless otherwise modified by this Consent Judgment. The Development Plan allows for an expansion of Somerset Mall sufficient to permit additional gross leasable area (GLA) up to a total of 614,000 square feet as shown on Exhibit A-2 which includes approximately 144,120 square feet to be used for the

construction of a Neiman Marcus, Bloomingdale's, I. Magnin, or with the approval of Troy, another retail store of comparable reputation and quality.

A2. Somerset Mall shall adhere to the general plan reflected in the Development Plan regarding land areas, rights-of-way, driveways, walls, landscaping, sidewalks, and road improvements and shall comply with all conditions of development set forth in this Consent Judgment. Somerset Mall shall cooperate with Troy regarding the scope and location of the pedestrian concourse over Parcel A. In the event parking spaces are lost because of the pedestrian concourse, the need to replace such parking spaces shall be as provided in paragraph A14. However, minor modifications to the Development Plan not inconsistent with the spirit of this Consent Judgment may be made without the necessity of amending this Consent Judgment so long as Troy and Somerset Mall consent in writing to such modifications.

A3. In developing and using Parcel A, Somerset Mall shall adhere to all codes, ordinances and design standards of Troy except as otherwise modified by the terms of this Consent Judgment.

A4. Somerset Mall means plaintiff Somerset Mall Limited Partnership and its officers, partners, agents, employees, successors and assigns.

A5. In recognition of the benefits to be received and in settlement of the court actions listed at paragraph C15, Somerset Mall hereby voluntarily dedicates and conveys its interest for one dollar to Troy (by warranty deed to be executed and delivered prior

to or simultaneously with entry of this Consent Judgment and a letter of intent from Saks to convey the portion of the property described below and owned by Saks prior to entry of this Consent Judgment to the City within 60 days of entry of this Consent Judgment) fee simple, lien-free title to the following proposed rights of way:

a. The north 102 feet of Parcel A which runs along Big Beaver Road, Coolidge east to Lakeview, so that the Big Beaver Road right-of-way will extend 102 feet south from the north line of section 29 to the north boundary of Parcel A after the conveyance as described in Exhibits A-4 and A-5.

b. The west 80 feet of Parcel A which runs along Coolidge Highway, Big Beaver Road south to Golfview, so that the Coolidge Highway right-of-way will extend 80 feet east from the west line of section 29 to the west boundary of Parcel A after the conveyance as described in Exhibits A-4 and A-5.

c. A 30 x 30 foot triangular parcel each at (1) the northeast corner of Golfview and Coolidge described in Exhibit A-4, (2) the southeast corner of Coolidge and Big Beaver described in Exhibit A-5, and (3) the southwest corner of Lakeview and Big Beaver described in Exhibit A-4.

To the extent any of the above-described property is owned by an entity other than Somerset Mall Limited Partnership, including Saks Fifth Avenue, SOMERSET MALL LIMITED PARTNERSHIP shall arrange for the titleholder to convey the said property directly to the City of Troy within 60 days after entry of this Consent Judgment. Somerset shall indemnify Troy in the event there is a defect in title or the conveyance.

A6. Somerset Mall waives its right, if any, to appraisals of and compensation for the properties described in paragraph A5 (a), (b) and (c) above.

A7. Troy shall use the properties described in paragraph A5 (a), (b) and (c) for road and other public rights of way purposes only.

A8. Simultaneously with the conveyances described in paragraph A5 (a), (b) and (c), Troy shall grant a license to Somerset Mall and adjoining mall property owners to use and occupy the property described in paragraph A5 (a), Exhibit A-7 until Troy determines it needs the property described in paragraph A5 (a) for the widening and improvement of Big Beaver Road and/or Coolidge Highway; in paragraph A5 (b), and an easement to Saks, Exhibit A-8 until Troy determines it needs the property described in paragraph A5 (b) for the widening and improvement of Big Beaver and/or Coolidge; and in paragraph A5 (c). It is understood that Troy's need for possession will be for the actual construction of the improvements or to satisfy or comply with the requirements of other governmental agencies and Troy's ordinances only. Troy is granted

possession of those properties without further legal action preparatory to construction of the public improvements. As to each of such parcels, Troy will give the adjoining property owners 30 days notice of the date Troy contemplates construction will commence and the adjacent property owners will cease use of such parcel prior to commencement of the actual construction.

A9. Somerset Mall and adjoining mall property owners shall hold Troy harmless from any liability as a result of Somerset Mall and adjoining mall property owners' use and occupancy of the property described in paragraph A5 (a), (b) and (c) during the term of the licenses.

A10. In recognition of Troy's need for temporary use of its land during construction, Somerset Mall hereby voluntarily grants and will obtain from any other adjoining mall property owner, including Saks Fifth Avenue, temporary construction easements for One Dollar to Troy over Parcel A during the period of construction to improve Big Beaver Road and Coolidge Highway, being limited to the following areas: 30 feet south of and along the new Big Beaver right-of-way and 20 feet east of and along the new Coolidge right-of-way. Within the time provided in paragraph A5, the easements over the Saks property shall be executed and delivered to the City of Troy, Exhibit A-10. The other easements shall be executed and delivered to Troy prior to or simultaneously with entry of this Consent Judgment, Exhibit A-11. Troy shall notify Somerset Mall in writing as early as possible but at least 30 days prior to the anticipated construction. Thereafter, construction within the

easements shall be done in a manner so as not to cause an unreasonable amount of disruption to the adjacent businesses.

A11. Somerset Mall waives its right, if any, to appraisals of and compensation for the temporary construction easements described in paragraph A10.

A12. For any future development and use of Parcel "A", Somerset Mall shall provide a minimum of 5.5 spaces per 1,000 square feet of gross leasable area (GLA) prior to receiving any certificate of occupancy for the expansion to the mall or for the Neiman Marcus as described in paragraph A1. Based on the Development Plan, Exhibit A-2, Somerset Mall shall provide a minimum of 2,440 parking spaces. For any other expansion up to the limits set in paragraph A1, up to 614,000 square feet of GLA, Somerset Mall shall provide parking at a rate of 5.5 spaces per thousand square feet of GLA or up to 3,377 parking spaces. If Troy determines that additional parking is necessary and to the extent the Arbitration Board described in paragraph A14 concurs, Somerset Mall shall provide additional parking spaces up to 6.1 spaces/1,000 square feet of gross leasable area, as determined by Troy. Based on the Development Plan, Exhibit A-2, this will require up to 2,706 parking spaces, or up to 3,745 spaces for expansion of up to 614,000 square feet of GLA. The additional parking spaces shall be provided by deck and/or surface area within two years after Troy's determination or decision of the Arbitration Board described in paragraph A14, whichever is later. Somerset Mall may at any time add additional parking spaces by adding to the deck parking areas.

The notice by Troy that it has determined that additional parking spaces are necessary must be made within 5 years after the issuance of the last final certificate of occupancy for the expansion or improvement on Parcel A as depicted in Exhibit A-2 and paragraph A1. The provisions of Chapter 39 (Zoning), Section 40.30.04 dealing with landscape requirements on sites involving parking structures are also modified to the extent necessary as indicated in Exhibit A-2.

A13. Notwithstanding the provisions of paragraph A12, any parking spaces lost by Somerset Mall due to the Big Beaver Road or Coolidge Highway improvements shall not have to be replaced by Somerset Mall unless a need for additional parking spaces is determined by Troy and to the extent the Arbitration Board described in paragraph A14 or Somerset Mall concurs. Troy shall not at any time pay any compensation for any loss or replacement of parking spaces.

A14. The need for additional parking, if any, shall be determined by an Arbitration Board which shall be made up of a Somerset Mall representative, a Troy representative and an independent arbitrator appointed by Somerset Mall's and Troy's representatives. The Arbitration Board shall convene within 90 days after notice by Troy and render its decision within 60 days of the conclusion of its hearing. Somerset Mall shall comply with the Board's decision within two years. The rules of the American Arbitration Association shall govern. The parties shall be responsible for the costs of their own representative and the cost

of the independent representative shall be shared equally by Troy and Somerset Mall.

A15. At such time as Troy determines that the improvements to Big Beaver Road, Coolidge Highway and other streets are to be made, Somerset Mall shall participate in a special assessment district and pay its pro rata share of the cost of improvements subject to the following conditions:

a. Troy may undertake the improvement of Big Beaver Road from I-75 through the Coolidge Highway intersection in stages or in one project. In the event that Troy undertakes the Big Beaver Road improvement project in stages, the Elbow Lane through Coolidge Highway intersection stage will be the last stage.

b. The special assessment district for the improvements to Big Beaver Road, Coolidge Highway and other streets shall be established in a manner consistent with Troy's general policies regarding special assessments.

c. The rate established for the special assessment shall be consistent throughout the district from I-75 through the Coolidge/Big Beaver intersection.

PARCEL "B"

Generally known as Somerset North, bounded by Big Beaver, Lakeview, Troy Board of Education property, Troy Estates #3 subdivision and Coolidge.

B1. In recognition of the benefits to be received and in settlement of the court actions listed at paragraph C15, Somerset North hereby voluntarily dedicates and conveys its individual interest for One Dollar to Troy (by warranty deed to be executed and delivered prior to or simultaneously with entry of this Consent Judgment) fee simple, lien-free title to the following proposed rights-of-way, to be used for road and other public right-of-way purposes only:

a. The south 102 feet of Parcel B, Somerset North which runs along Big Beaver Road, Coolidge east to Lakeview, so that the Big Beaver Road right-of-way will extend 102 feet north from the south line of section 20 to the boundary of Parcel B after the conveyance. A legal description is attached as Exhibit B-2, the subject of the litigation in paragraph C15(a).

b. The west 90 feet of Parcel B, which runs along Coolidge Highway, from Big Beaver north to the plat of Somerset North residential subdivision (W 1/4 cor. Sec. 20, T2N, R11E), so that the Coolidge Highway right-of-way will extend 90 feet east from the west line of section 20 to the west boundary of Parcel B after the conveyance. A legal description is attached as Exhibit B-3.

c. 100 feet of right-of-way for extension of Cunningham Drive east of Coolidge to Lakeview. A legal description is attached as Exhibit B-4.

d. 100 feet of right-of-way for extension of Lakeview Drive north of Big Beaver to Cunningham. A legal description is attached as Exhibit B-5.

e. A 30 x 30 foot triangular parcel each at (1) the northeast corner of Big Beaver and Coolidge (2) the southeast and northeast corners of the intersection of Cunningham and Coolidge, and (3) northwest corners of Big Beaver and Lakeview. Legal descriptions are attached in Exhibit B-6.

B2. Somerset North hereby voluntarily dedicates and conveys its interest for One Dollar to Troy (by warranty deed to be executed and delivered prior to or simultaneously with entry of this Consent Judgment) fee simple, lien-free title to the 20+ acres excluded from the residential subdivision and abutting the B-2 zoned area in Parcel B to the south and the 0.6 acres of B-2 zoned property north of Cunningham, a legal description for which is attached as Exhibit B-7. Troy shall rezone to R-1B and use the 0.6 acre parcel now zoned B-2 north of Cunningham Road and the 20± acres, excluding the Cunningham Road right-of-way, only for natural foliage, landscaping, open grass area, bicycle paths, (north of Cunningham Road only) pedestrian walkway (north of Cunningham Road only) and other passive park purposes with the specific exclusion of billboard signs, buildings, bus shelters, structures and like purposes. Troy shall grant appropriate easements for access to the B-2 zoned area to the south.

Open
Space
Use

B3. Somerset North means plaintiff Somerset North Limited Partnership, Frankel/Forbes-Cohen Associates, a Michigan co-partnership, and parties of interest their officers, partners, agents, employees, successors and assigns.

B4. Somerset North voluntarily waives its right, if any, to appraisals and compensation for the properties described in paragraph B1 (a), (b), (c), (d), (e) and B2.

B5. Simultaneous with the conveyances described in paragraph B1 (b), (c), (d), and (e), Troy shall grant a temporary license (Exhibits B-8, B-9, B-10 and B-11) to Somerset North and its successors, assigns and lessees to use and occupy the property described in paragraph B1 (b), (c), (d), and (e) until such time as Troy determines it needs the property for public improvements. It is understood that Troy's need for possession will be for the actual construction of the improvements or to satisfy or comply with the requirements of other governmental agencies and Troy's ordinances only. However, Troy is granted and may take immediate possession of the property described in B1(a) without further legal action. As to the parcels described in B1 (b), (c), (d), and (e), Troy will give the adjoining property owners 30 days notice of the date Troy contemplates construction will commence and the adjacent property owners will cease use of such parcel prior to commencement of the actual construction.

B6. Somerset North holds Troy harmless from any liability as a result of their use and occupancy of the property described in

paragraph B1 (b), (c), (d), and (e) during the term of the temporary license.

B7. In recognition of Troy's need for temporary use of its land during construction, Somerset North hereby voluntarily grants a temporary construction easement for One Dollar to Troy over Parcel B during the period of construction to improve Big Beaver Road, being limited to the following areas: 30 feet north of the Big Beaver right-of-way and 20 feet east of the Coolidge right-of-way. The easements shall be executed and delivered to Troy prior to or simultaneously with entry of this Consent Judgment. Troy shall notify Somerset North in writing as early as possible but at least 30 days prior to the anticipated construction. Construction within the easements shall be done in a manner so as not to cause an unreasonable amount of disruption to the adjacent businesses. A legal description of the easement is in attached Exhibit B-12 and B-13.

B8. Somerset North waives its right, if any, to appraisals of and compensation for the temporary construction easement described in paragraph B7.

B9. At such time as Troy determines that the improvements to Big Beaver Road, Coolidge Highway and other streets are to be made, Somerset North shall participate in a special assessment district and pay their pro rata share of the cost of improvements, subject to the following conditions:

- a. Troy may undertake the improvement of Big Beaver Road from I-75 through the Coolidge Highway intersection

in stages or in one project. In the event that Troy undertakes the Big Beaver Road improvement project in stages, the Butterfield Street through Coolidge Highway intersection stage will be the last stage.

b. The special assessment district for the improvements to Big Beaver Road, Coolidge Highway and other streets shall be established in a manner consistent with Troy's general policies regarding special assessments.

c. The rate established for the special assessment shall be consistent throughout the district from I-75 through the Coolidge intersection.

B10. Somerset North shall pay for the construction of Lakeview Drive north of Big Beaver Road, Cunningham Drive east of Coolidge Highway over Parcel B, and the intersection/median of Coolidge Highway. The road indicated on attached Exhibit B-14 shall comply with all present applicable engineering design standards of Troy and be consistent with a route which will provide the greatest amount of traffic safety to the area as determined by Troy.

B11. The parties acknowledge that the Cunningham Road east of Coolidge crosses land presently zoned R-1B. Somerset North agrees that the construction and location of the road shall not be a reason for rezoning of any residentially zoned land.

B12. Somerset North shall continue residential development in the north portion of Parcel B consisting of approximately 144 residential lots according to the time schedule submitted by

Professional Engineering Associates, a copy of which is attached as Exhibit B-15-1, so that houses may be built on the lots during the 1991 construction season unless prevented by acts of God, riots, war, other governmental agencies, and the like, not in the control of Somerset North, its partners, agents, employees, successors and assigns. The area to be developed is approximately 70 acres and is depicted in the Somerset North Subdivision Plat, a copy of which is attached as Exhibit B-15-2. In connection with the construction of homes upon the residential lots, Troy agrees to permit the side yard setbacks for the individual lots, as follows:

a. The side yard setback on the non-driveway side of the residence shall be no less than 8 feet for the purpose of permitting the construction of side entrance garages on the lots.

b. The side yard setback on the driveway side shall be no less than 24 feet.

c. No two (2) garage doors shall face each other on abutting lots.

d. To compensate for the reduced side yard setback, the builder shall extend the driveway beyond the garage for an additional distance sufficient to facilitate entry to and exit turn around from the garage.

The inability or failure to construct the homes within the 1991 construction season by the Plaintiffs or their successors in interest shall not constitute default.

4.20± Acre Parcel

B13. Somerset North shall maintain the land described in paragraph B2 in a manner consistent with the B-2 zoned property, and Somerset North shall pay for the grading, landscaping and maintenance of the land.

B14. After entry of this Consent Judgment, Parcel B (Somerset Mall North) may be developed, used and occupied as depicted in the Development Plan attached as Exhibit B-16 without need for site plan approval or variances. This does not preclude requests for additional variances. Future use and development of B-2 portion of Parcel B shall be in compliance with all applicable and enforceable codes, ordinances, and design standards of Troy including, but not limited to, Chapters 39 (Zoning) and 78 (Signs) of the Troy City Code, except as modified by this Consent Judgment. However, development in accord with the B-2 zoning district classification under Chapter 39 may occur at a density not to exceed 850,000 square feet of gross leasable area. Pursuant to the "development plan", Exhibit B-16, off street parking spaces are to be provided at a minimum rate of 5.5 spaces /1,000 square feet of gross leasable area up to 6.1 spaces/1,000 square feet of gross leasable area based on the procedure described in paragraphs A12 and A14. Troy shall not at any time pay any compensation for any loss or replacement of parking spaces. Additional waivers for setback and height, not shown in Exhibit B-16 consistent with this consent judgment to allow building of a mall up to 850,000 GLA will not be unreasonably withheld. The proposed Mall on parcel B shall contain

"anchors" of a marketing quality of Nordstrom, Bloomingdale's, Macy's, Marshall Fields (Dayton Hudson) or better.

PARCEL "C"

Generally known as Somerset Inn,
bounded by Big Beaver, Lakeview,
Golfview, the Somerset Apartments
and Elbow Lane.

C1. In recognition of the benefits to be received from the proposed improvements to Big Beaver Road and other public facilities discussed herein, Somerset Inn hereby voluntarily dedicates and conveys its individual interest for One Dollar to Troy by warranty deed (to be executed and delivered prior to or simultaneously with entry of this Consent Judgment), fee simple, lien-free title to the following proposed right-of-way:

a. The north 102 feet of Parcel C, (Somerset Inn) which runs along Big Beaver Road from Lakeview to Butterfield Street, so that the Big Beaver Road right-of-way will extend 102 feet south from the north line of section 29 to the north boundary of Parcel C after the conveyance. A legal description is attached as Exhibit C-2.

b. A 30 x 30 foot triangular parcel each at (1) the southeast corner of Big Beaver and Lakeview and, (2) the southwest corner of Big Beaver and Butterfield Street. A legal description is attached as Exhibit C-3.

C2. Somerset Inn voluntarily waives its right, if any, to appraisals and compensation for the property described in C1(a), (b).

C3. Simultaneous with the conveyance described above, Troy shall grant a license to Somerset Inn to use and occupy the property until such time as Troy determines it needs the property described in paragraph C1, Exhibit C-4-1 and C-4-2, for the widening and improvement of Big Beaver Road and surrounding streets. It is understood that Troy's need for possession will be for the actual construction of the improvements or to satisfy or comply with the requirements of other governmental agencies and Troy's ordinances only. However Troy is granted and may take immediate possession of the property, described in paragraph C1 without further legal action preparatory to construction of the public improvements.

C4. In consideration for dismissal of Yarmouth Enterprises v City of Troy, Oakland County Circuit Court # 86-324260-CK, and Yarmouth Enterprises v City of Troy, Oakland County Circuit Court #87-336805-CK, Parcel C (Somerset Inn) shall be developed, used and occupied as depicted in the Site Plan attached as Exhibit C-5. Future use and development of Parcel C shall be in compliance with all applicable codes, ordinances, and design standards of Troy including, but not limited to, Chapters 39 (Zoning) and 78 (Signs) of the Troy City Code, except as modified by this Consent Judgment.

C5. Somerset Inn shall hold Troy harmless from any liability as a result of Somerset Inn's use and occupancy of the property

described in paragraph C1 (a) and (b) during the term of the easement.

C6. In recognition of Troy's need for temporary use of its land during construction, Somerset Inn hereby voluntarily grants a temporary construction easement for One Dollar to Troy over Parcel C during the period of construction to improve Big Beaver Road and surrounding roads being limited to the following areas: 30 feet south of the Big Beaver right-of-way, Exhibit C-6. Construction within the easement shall be done in a manner so as not to cause an unreasonable amount of disruption to adjacent businesses.

C7. Somerset Inn waives their right, if any, to appraisals of and compensation for the temporary construction easements described in paragraph A10.

C8. Troy shall use the property described in paragraph C1 (a) and (b) for road and other public purposes only.

C9. Based upon the site plan for Parcel "C" (Exhibit C-5), Somerset Inn shall provide a total of 1,603 parking spaces plus 135 additional spaces in reserve. After the taking of frontage for the widening of Big Beaver and reconfiguration of the parking area, there shall be 1,627, including spaces in reserve, parking spaces.

If Troy determines that additional parking spaces are necessary and to the extent the Arbitration Board described in Paragraph A14 concurs, Somerset Inn shall provide additional parking spaces up to a maximum of 1,827 spaces. The procedure and time parameters for Troy's request for additional parking spaces shall be the same as provided in paragraphs A12 and A14.

C10. At such time as Troy determines that the improvements to Big Beaver Road, Coolidge Highway and other streets are to be made, Somerset Inn shall participate in a special assessment district and pay its pro rata share of the costs of improvements, subject to the following conditions:

a. Troy may undertake the improvement of Big Beaver Road from I-75 through the Coolidge Highway intersection in stages or in one project. In the event that Troy undertakes the Big Beaver Road improvement project in stages, the Butterfield Street through Coolidge Highway intersection stage will be the last stage.

b. The special assessment district for the improvements to Big Beaver Road, Coolidge Highway and other streets shall be established in a manner consistent with Troy's general policies regarding special assessments.

c. The rate established for the special assessment shall be consistent throughout the district from I-75 through the Coolidge/Big Beaver intersection.

GENERAL TERMS AND CONDITIONS

1. In order to effectuate the intent of this Consent Judgment, and to reconcile any differences of the parties that may arise in connection with the performance of this Consent Judgment, this Court shall retain jurisdiction of this action, and the terms and provisions of this Consent Judgment shall be covenants running with

the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties to this action.

2. This Consent Judgment may be amended from time to time with the consent of the parties.

3. Although the dedication of property for road and other public purposes as described in paragraph A5, B1 and C1 contemplates that Troy intends to expand Big Beaver Road and use all of the right-of-way, Somerset Mall, Somerset North and Somerset Inn shall have the right and Troy agrees to meet with Somerset Mall, Somerset North and Somerset Inn or their representatives to discuss a widening of Big Beaver Road to a width less than the full right-of-way. In the event a right-of-way of less than 204 feet is utilized for the widening of Big Beaver Road and other public purposes, Troy will, upon request of the owners of the property, vacate and return to the adjacent property owners, by warranty deed, that portion of the 204 feet which was not required for road widening and other public purposes.

4. Somerset Mall, Somerset North, Somerset Inn, Biltmore Development Company, and their partners, agents, successors and assigns, waive and discharge any and all claims that they or any of them may have against Troy, its officials and employees, and the Board of Zoning Appeals for the City of Troy, arising out of any claim made in this lawsuit and those listed in paragraph C15 or by reason of the dedication and conveyance of the various rights-of-way and easements described in this Consent Judgment from Somerset Mall, Somerset North, Somerset Inn and adjoining mall property

owners for future public projects, and waive objection to the special assessment except as indicated in paragraphs A15(c), B9(c) and C9(c). The Plaintiffs in this cause of action shall hold harmless the City of Troy, its officials, employees and agents from any and all claims made including attorney fees and other costs of defense, by the Plaintiffs' tenants, potential tenants, or others arising from this Consent Judgment.

5. A certified copy of this Consent Judgment shall be recorded in the office of the Register of Deeds for the County of Oakland, Michigan in regard to Parcels A, B, and C described herein and the Register of Deeds is directed to accept the same for recordation.

6. Somerset Mall, Somerset North and Somerset Inn and Troy shall dismiss with prejudice the following court actions, without costs or attorney fees to either party, contemporaneously with entry of this consent judgment:

- (a) In Re: the Petition of the City of Troy, etc.
Oakland County Circuit Court #77-151484-CC.
Exhibit C-7.
- (b) Yarmouth Enterprises v City of Troy
Oakland County Circuit Court #86-324260-CK.
Exhibit C-8.
- (c) Yarmouth Enterprises v City of Troy
Oakland County Circuit Court #87-336805-CK
Exhibit C-9.
- (d) Biltmore Development Co. v City of Troy and
BZA, Oakland County Circuit Court #88-349707-CZ
Exhibit C-10.

A TRUE COPY

BY *Sherry Thompson*
Clerk of Court

ANNA DICGS TAYLOR

U.S. District Judge

Approved as to form and substance:

SOMERSET MALL LIMITED PARTNERSHIP,
a Michigan limited co-partnership,
SOMERSET NORTH LIMITED PARTNERSHIP,
a Michigan limited co-partnership,
and SOMERSET INN LIMITED PARTNERSHIP,
a Michigan limited co-partnership,

By: *Samuel Frankel*
Samuel Frankel, their General Partner

By: *Eric J. McCann*
Eric J. McCann (Pl7276)
Attorney for Plaintiffs

By: *Hanley M. Gurwin*
Hanley M. Gurwin (Pl4472)
Attorney for Plaintiffs

CITY OF TROY

By: *Peter A. Letzmann*
Peter A. Letzmann (Pl6587)
City Attorney
Attorney for Defendants

EXHIBIT B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

SOMERSET COLLECTION LIMITED PARTNERSHIP,
a Michigan limited partnership, as successor-
in-interest to Somerset Mall Limited Partnership,
FRANKEL/FORBES-COHEN ASSOCIATES, a Michigan
co-partnership, as successor-in-interest to Somerset
North Limited Partnership, and SOMERSET INN LIMITED
PARTNERSHIP, a Michigan limited partnership,

Plaintiffs,

v.

Case No. 87-CV 72022 DT
Honorable Anna Diggs Taylor

CITY OF TROY, a Michigan Home Rule City,

Defendant.

AMENDMENT TO CONSENT JUDGMENT

At a session of said Court held in the U.S.
Courthouse in the City of Detroit, Wayne
County, Michigan on: DEC 15 1994

Present: Honorable Anna Diggs Taylor, U.S. District Judge

Somerset Mall Limited Partnership, whose successor in interest is Somerset Collection Limited Partnership ("Collection"), Somerset North Limited Partnership, whose successor-in-interest is Frankel/Forbes-Cohen Associates ("FFCA"), and Somerset Inn Limited Partnership ("SILP"), as plaintiffs, and the City of Troy ("Troy"), as defendant, negotiated and entered into a certain Consent Judgment approved and entered by this Court on November 21, 1990, a copy of which Consent Judgment is attached hereto (the "Consent Judgment"). The Consent Judgment

provides that the provisions of the Consent Judgment are covenants running with land described in the Consent Judgment and are binding upon and inure to the benefit of the successor and assigns of the parties to the original action. The Consent Judgment also provides that it may be amended from time to time with the consent of the parties. Collection and Saks Fifth Avenue (not a party to the action) now hold title to the land described in Exhibit A-1 to the Consent Judgment, which real property was formerly owned by Somerset Mall Limited Partnership ("Parcel A"). FFCA now holds title to the land described in Exhibit B-1 to the Consent Judgment, which real property was formerly owned by Somerset North Limited Partnership ("Parcel B").

In order to effectuate the intent of the Consent Judgment, the Court retained jurisdiction with respect to this matter. Collection, FFCA, SILP and Troy have entered into negotiations to amend the Consent Judgment in certain respects and the parties as evidenced by the signatures of their counsel hereafter, and the Court have approved this Amendment.

THIS COURT FINDS:

- A. It has retained and possesses jurisdiction over this matter.
- B. Collection and Saks Fifth Avenue are the owners of Parcel A.
- C. FFCA is the owner of Parcel B.
- D. Development plans for Parcel A and Parcel B, which modify the development plans attached to the Consent Judgment as exhibits in certain respects, are attached hereto as Exhibits 1, 2A, 2B, 3, 4A, 5 and 6.

IT IS ORDERED:

1. In the event of a conflict between this Amendment to Consent Judgment (with attached exhibits) and the Consent Judgment (with attached exhibits), the provisions of this Amendment to Consent Judgment and the exhibits attached hereto shall control and be binding on all parties hereto and their respective successors and assigns.

2. Notwithstanding any provisions of the Consent Judgment or any exhibits to the Consent Judgment to the contrary, the Site Plan attached hereto as Exhibit 1 is approved and Parcel B may be developed, used and occupied as depicted thereon without the need for site plan approval, variances or any other municipal approvals. The foregoing does not preclude or inhibit future requests for additional variances or approvals. All building set-backs, building heights and parking space dimensions as delineated on Exhibit 1 are approved and shall not constitute encroachments or violations of any applicable provisions of the Troy City Code.

3. The proposed elevated walkway over Big Beaver Road which is part of the proposed site plan for the development of Parcel B is approved as depicted on Exhibits 2A and 2B attached hereto. Troy shall grant an appropriate easement over Big Beaver Road for the construction, development and use of the elevated walkway. Troy shall assist FFCA in obtaining the permits from the Oakland County Road Commission which are necessary for the construction and use of the walkway. FFCA shall be responsible for the repair and maintenance of the elevated walkway in accordance with all applicable laws and ordinances.

4. All proposed signs to be located on Parcel B as depicted and described on Exhibit 3 are approved and are acceptable to Troy. Additionally, the proposed

landscape areas to be located on Parcel B as depicted on Exhibit 4A are approved. The size of the area to be landscaped is in excess of the area proposed in the Consent Judgment and in excess of Troy ordinance requirements.

5. Notwithstanding any provisions of the Consent Judgment, any exhibits to the Consent Judgment or existing zoning ordinances to the contrary, Collection shall be permitted to reduce the width of the greenbelt located on Parcel A, running parallel to Big Beaver Road from ten (10) feet to seven (7) feet in front of the Standard Federal site and to reduce the setback of the bank branch building from Big Beaver Road to 47 feet. Such modifications are being made as part of the contemplated expansion of the Standard Federal Bank branch and in conjunction with the approval of the City of Troy of the proposed site plan for such expansion as submitted by Standard Federal Bank. In addition, Collection shall be permitted to relocate three (3) existing project identification signs located on Parcel A and add four (4) new traffic information signs to be located on Parcel A all as depicted on Exhibit 5 attached hereto.

6. The legal descriptions of the Neiman-Marcus site and the proposed Hudson's and Nordstrom's sites, which legal descriptions are attached hereto as Exhibit 6, are accepted and approved by all parties. These legal descriptions have been submitted for the purpose of establishing separate tax parcels for these department stores. Such parcels shall be established by Troy upon receipt of a written request from the owner of each such parcel.

7. Except as otherwise herein modified, the Consent Judgment remains in full force and effect. The Court shall continue to retain jurisdiction. A certified

copy of this Amendment to Consent Judgment shall be recorded in the office of the Register of Deeds for Oakland County, Michigan, with respect to Parcel A and Parcel B and the Register of Deeds is directed to accept the same for recording.

8. By Resolution #94-754, Troy has approved the execution of this Amendment to Consent Judgment by the City Attorney and the entry of this Amendment to Consent Judgment with this Court.

ANNA DIGGS TAYLOR
U.S. District Judge

Approved to form and substance:

Jaffe, Raitt, Heuer & Weiss
Professional Corporation

By:

Sharon J. La Duke
Sharon J. La Duke (P32582)
Attorneys for Plaintiffs
Suite 2400, One Woodward Avenue
Detroit, MI 48226
(313) 961-8380

John J. Martin III
John J. Martin III (P25888)
City of Troy Attorney
Attorney for Defendant
500 West Big Beaver Road
Troy, MI 48084
(810) 524-3320

A105149.1

DEC 15 1994

A TRUE COPY
CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
BY [Signature] DEPUTY CLERK

EXHIBIT C

Exhibit C to Third Amendment to Consent Judgment

----- (Space Above this Line for Recording Data) -----

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

SOMERSET COLLECTION LIMITED PARTNERSHIP,
a Michigan limited partnership, as successor-
in-interest to Somerset Mall Limited Partnership, to
Frankel/Forbes-Cohen Associates, a Michigan
co-partnership, and to Somerset North Limited
Partnership, and SOMERSET INN LIMITED
PARTNERSHIP, a Michigan limited partnership,

Plaintiffs,

v

Case No. 87-CV 72022 DT

CITY OF TROY, a Michigan Home
Rule City, and BOARD OF ZONING
APPEALS OF THE CITY OF TROY, a
Michigan statutory quasi-judicial
body,

Honorable Ann Diggs Taylor

Defendant.

SECOND AMENDMENT TO CONSENT JUDGMENT

At a session to said Court held in the US
Courthouse in the City of Detroit,
Wayne County, Michigan on: SEP 30 1997

PRESENT: HONORABLE ANNA DIGGS TAYLOR, US DISTRICT JUDGE

The predecessors of Somerset Collection Limited Partnership
("Collection"), Somerset Mall Limited Partnership and Somerset North Limited
Partnership, and Somerset Inn Limited Partnership ("SILP"), as plaintiffs and the

City of Troy ("Troy"), as defendant, negotiated and entered into a certain Consent Judgment approved and entered by this Court on November 21, 1990, a copy of which Consent Judgment (without exhibits) is attached as Exhibit A (the "Consent Judgment"), and Collection, its predecessor, Frankel/Forbes-Cohen Associates, SILP and Troy entered into a subsequent Amendment to Consent Judgment (the "First Amendment") approved and entered by this Court on December 15, 1994, a copy of which (without exhibits) is attached as Exhibit B. The Consent Judgment provides that it may be amended from time to time with the consent of the parties. Collection and Win Realty Holdings II, Inc., (with Saks Fifth Avenue as tenant, "WRH") (neither a party hereto) hold title to the land described in Exhibit A-1 to the Consent Judgment, which real property was generally known as Somerset Mall and now Somerset Collection South, bounded by Big Beaver Road, Coolidge Road, Golfview and Lakeview ("Parcel A"). Collection now holds title to the land described in Exhibit B-1 to the Consent Judgment, which land was formerly owned by Frankel/Forbes-Cohen Associates (Parcel B).

In order to effectuate the intent of the Consent Judgment, the Court retained jurisdiction with respect to this matter. Collection, FFCA, SILP and Troy have entered into negotiations to amend the Consent Judgment for a second time in certain respects to allow an expansion of the Saks Fifth Avenue store ("Saks"), and the parties, as evidenced by the signatures of their counsel and the Court have approved this Second Amendment to Consent Judgment ("Second Amendment").

This Court finds:

A. It has retained and possesses jurisdiction over this matter.

B. Collection is the owner of Parcel B.

C. A site plan for Parcel A, which modifies in certain respects the development plans for Parcel A attached to the Consent Judgment and the First Amendment as exhibits (but which shows all relevant data and dimensions depicted on the plan exhibits covering Parcel A attached to the Consent Judgment and the First Amendment) to permit the expansion to Saks, is attached as Exhibit C (the "Site Plan").

IT IS ORDERED:

1. In the event of a conflict between this Second Amendment with respect to Parcel A and the Consent Judgment or the First Amendment with respect to Parcel A, the provisions of this Second Amendment and exhibits attached shall control and be binding on all parties and their respective successors and assigns.

2. Notwithstanding any provisions of the Consent Judgment or the First Amendment or any exhibits to the Consent Judgment or the First Amendment to the contrary, the Site Plan attached to this Second Amendment is approved and Parcel A may be developed, used and occupied as depicted without the need for site plan approval or variances or any other municipal approvals required under Chapter 39 of the Troy City Code. The foregoing does not preclude or inhibit future requests for additional variances or approvals. All building setbacks, building heights and parking space dimensions as delineated on Exhibit C are

approved and shall not constitute encroachments or violations of any applicable provisions of the Troy City Code.

3. Development of Parcel A as depicted in the Site Plan requires a minimum of 2,422 parking spaces. In order to accommodate the expansion to Saks, Collection shall construct or cause WRH to construct a parking deck as depicted in the Site Plan in order to meet the minimum parking requirement of 2,422 spaces. During the period of construction of the expansion to Saks, and the parking deck, the minimum parking space requirement of 2,422 spaces is temporarily suspended until completion of the parking deck as set forth below.

4. Construction of the foundations for the expansion of Saks and the parking deck shall occur concurrently. Construction of the parking deck shall be completed on or before November 1, 1998. Upon completion of the construction of the parking deck, the parking requirements for Parcel A provided in the Consent Judgment and this Second Amendment shall be met forthwith. The cost for utility relocation due to the expansion of Saks and construction of the parking deck shall be paid by Collection and/or WRH.

5. In order to insure that construction of the parking deck shall occur in a timely manner as provided by this Second Amendment, Collection shall provide in its agreement with WRH for the expansion of Saks ("Agreement") that if the parking deck is not completed sufficient for issuance of a temporary certificate of occupancy by Troy on or before November 1, 1998, and a final certificate of occupancy on or before May 1, 1999, then Collection and WRH understand that Troy, without further judicial process, may enter upon the Saks premises and

close off to the public the area of expansion to Saks forthwith for insufficient parking until such time as the parking deck is completed sufficient for the issuance of a temporary certificate of occupancy or a final certificate of occupancy, whichever is applicable, by Troy. Collection shall provide Troy with an executed copy of the Agreement prior to entry of this Second Amendment.

6. To the extent that Collection or FFCA have installed any underground wiring, sign lighting and decorative retaining walls in public right-of-way along Big Beaver Road or Coolidge Road adjacent to Parcel A, Collection, shall hold Troy, and any other governmental entity or public utility having an interest in the public right-of-way, harmless from any liability as a result of the installation of those improvements in public right-of-way.

7. Paragraph 3, under the General Terms and Conditions of the Consent Judgment, located on page 22 of the Consent Judgment, is deleted and of no force or effect.

8. Collection shall hold harmless the City of Troy, its officials, employees and agents from any and all claims made, including attorney fees and other costs, by Collection's tenants, potential tenants or others arising from this Second Amendment.

9. Except as otherwise modified by this Second Amendment, the Consent Judgment and First Amendment remain in full force and effect. The Court shall continue to retain jurisdiction. A certified copy of this Second Amendment to Consent Judgment shall be recorded in the office of the Register of Deeds for Oakland County, with respect to Parcel A and the Register of Deeds is directed

to accept the same for recording. Collection shall be responsible for recording this Second Amendment and shall furnish Troy a copy of the recorded Second Amendment within 30 days of entry of this Second Amendment to Consent Judgment.

10. By Resolution #97-651, Troy has approved the execution of this Second Amendment to Consent Judgment by the City Attorney and the entry of this Second Amendment to Consent Judgment with the Court.

ANNA DIGGS TAYLOR

US District Judge

SEP 30 1997

Approved as to form and substance:

SOMERSET COLLECTION LIMITED PARTNERSHIP

By: Stanley Frankel
STANLEY FRANKEL

Its: AUTHORIZED REPRESENTATIVE

By: Nathan Feltz

Its: AUTHORIZED REPRESENTATIVE

SOMERET INN LIMITED PARTNERSHIP

By: Stanley Frankel
STANLEY FRANKEL

Its: AUTHORIZED REPRESENTATIVE

A TRUE COPY
CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
BY SHERRY STAMPS
DEPUTY CLERK

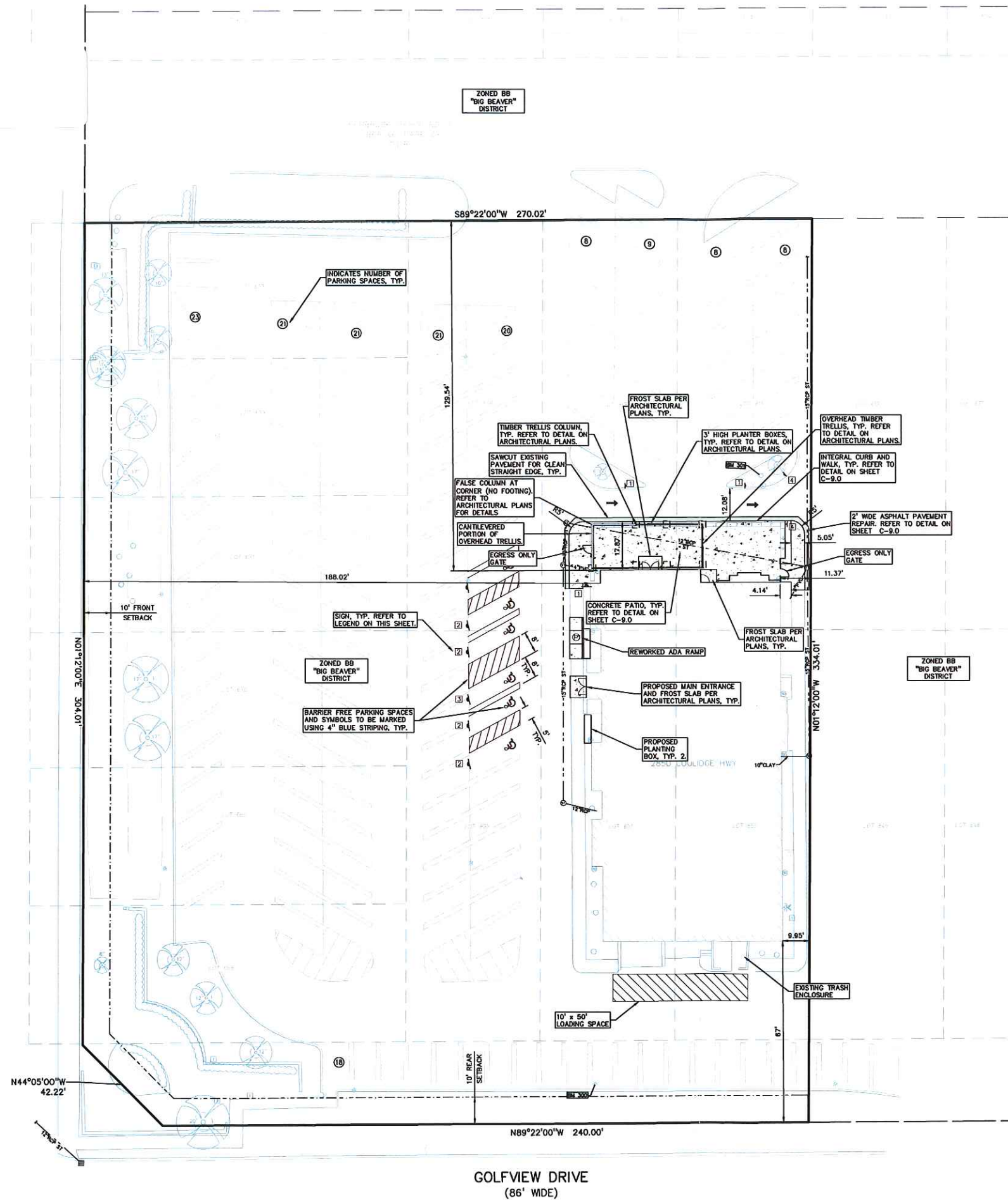
CITY OF TROY

By: Jeanne M. Stine
Jeanne M. Stine, Mayor

By: Tamara A. Renshaw
Tamara A. Renshaw, City Clerk

EXHIBIT D

S:\PROJECTS\2021\2021-0660 S S SOMERSET\DWG\SITE PLANS\1-C-30JUN-21-00860.dwg



LEGEND:

	CONCRETE PAVEMENT
	ASPHALT PAVEMENT
	GRAVEL
	WETLAND
	CONCRETE CURB AND GUTTER
	REVERSE GUTTER PAN
	SETBACK LINE
	SIGN
	FENCE
	GUARD RAIL

SITE DATA TABLE:

SITE AREA: 2.06 ACRES (89,735 SF.) NET AND GROSS

ZONING: CONSENT JUDGEMENT

PROPOSED USE: EXISTING RESTAURANT (9,385 SF.)
PROPOSED OUTDOOR DINING PATIO (1,409 SF.)

BUILDING INFORMATION:

EXISTING BUILDING HEIGHT = 1 STORY

BUILDING FOOTPRINT AREA = 9,385 SF.
OUTDOOR DINING PATIO = 1,409 SF.

BUILDING LOT COVERAGE = 12.03%

SETBACK REQUIREMENTS:

	<u>EXISTING:</u>
FRONT (WEST)	188.02'
FRONT (SOUTH)	67.00'
SIDE (EAST)	9.95'
SIDE (NORTH)	126.54'

PARKING CALCULATIONS:

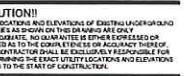
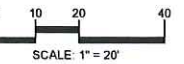
TOTAL PROPOSED PARKING SPACES = 157 SPACES INC. 6 H/C SPACES

LOADING CALCULATIONS:

LOADING PROVIDED = 1 - 10x50' SPACE AT REAR OF BUILDING

SIDEWALK RAMP LEGEND:
SIDEWALK RAMP 'TYPE P' (P)
REFER TO LATEST MDOT R-28
STANDARD RAMP AND DETECTABLE
WARNING DETAILS

A circular professional engineer seal for the State of Michigan. The outer ring contains the text "STATE OF MICHIGAN" at the top and "LICENSED PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The center of the seal contains the name "REBECCA LYNN KLEIN" and the license number "License No. 6201058042". A handwritten signature is written across the seal.



**THE CORDISH
COMPANIES**
EAST PRATT STREET, 6TH FLOOR
Baltimore, Maryland 21202

PROJECT TITLE
&S SOMERSET
10 COOLIDGE HWY
TROY, MI 48063
TROY, OAKLAND COUNTY, MICHIGAN

DIVISIONS	
PAVED TRELLIS	6/27/22
PAVED SIGNAGE	6/28/22
PAVED SIGNAGE	6/29/22

ORIGINAL ISSUE DATE:
XXXX, 2021

AWING TITLE
SITE PLAN

TA JOB NO.	2021-0660
M.	BK
L.	GRB
S.	GRB
DRAWING NUMBER:	

C-3.0

By Antonio Cicchetti, PE at 11:52 am, Jun 29, 2022

EXHIBIT E



Building Inspection Department

Thursday, 30 June 2022

Subject: Plan Review - 2850 COOLIDGE

Dear Applicant:

The design documents submitted for this project have been reviewed for compliance with the state adopted codes for building, plumbing, mechanical and electrical. The engineering review has been or will be conducted by the city staff and covered under a separate review letter.

The following comments must be addressed before a building permit is issued.

Codes Currently in Effect (Statewide)

2015 Michigan Building Code, MBC 2015

2015 Michigan Mechanical Code, MMC 2015

2018 Michigan Plumbing Code, MPC 2018

2017 Michigan Electrical & NEC 2017 with Part 8 Code Rules

2015 International Fuel Gas Code, IFGC 2015

Accessibility: Michigan Barrier Free Design Law, P.A. 1966 as amended and the 2009 ICC/ANSI A117.1 standard as referenced from Chapter 11 of the 2015 Michigan Building Code.

Disclosure and Limitation of Reviews

This review and recommendation for approval does not relieve the owner or their representatives from complying with other codes, ordinances and other federal, state and county reviews, approvals, permits and inspections.

Building Plan Review by Tom Caporuscio

- Plan Review Completed and Accepted with Deficiencies Noted.
- Pending consent judgement and city council approval.

Engineering Dept by Antonio Cicchetti

- Plan Review Completed and No Deficiencies Noted.

For processing:

- **Please submit revised construction documents containing the requested information or plan revisions with all revisions clouded or otherwise identified.**
- **Please respond in writing to each comment by marking the attached list or creating a response letter.**
Indicate which plan sheet, detail, specification, or calculation shows the requested information. Please send revisions to the attention of the plans examiner with the building permit application number noted to the City of Troy. NOTE: All plan review responses and questions shall be directed to the person who did the review as noted below.

Please call or email me if you have any questions regarding this review.

Sincerely,

City of Troy / SAFEbuilt Inc

Tom Caporuscio
Plan Examiner

City of Troy Building Department
500 W. Big Beaver
Troy, MI 48084
248 524-3344

SAFE**built**[✓]inc.