

NORTHVILLE CITY COUNCIL
Council Chambers
215 West Main Street
Northville, MI 48167
248-349-1300

April 24, 2024 - 5:30 PM

SPECIAL MEETING

Residents may attend in-person or via Zoom. Members of the public participating electronically who wish to comment must submit their comments via email to PublicComment@ci.northville.mi.us by 4pm the day of the meeting. The following is a link to attend the meeting: <https://us02web.zoom.us/j/89014742222>

Or Telephone: +1 301 715 8592 or +1 309 205 3325 Webinar ID: 890 1474 2222

If the above Zoom link is not working, cut and paste the Webinar ID into the "Join Meeting" option on the Zoom website.

1. CALL TO ORDER/ROLL CALL
2. AGENDA: Approval of Agenda

Action: Motion to Approve - Motion to Approve as Amended
3. NEW BUSINESS
 - A. Request to enter closed Session Pursuant to MCL 15.268(1)(h) to discuss an attorney-client privileged memorandum that is exempt from disclosure pursuant to MCL 15.243(1)(g)
 - B. Proposed Fifth Amendment to the Option Agreement with Hunter Pasteur Northville
 - C. Proposed License Agreement with 106 East Cady Street, LLC
 - D. Proposed Consent Judgment in the matter of *106 East Cady Street, LLC et. al. v. City of Northville*, Wayne County Circuit Court Case No. 24-002813-CB
 - E. Special Event Request / See you in the Streets / May 4, 2024
4. CITIZEN COMMENTS - *Limited to 3 minutes per citizen/subject. If more time is needed, the item may be placed on the agenda.*
5. Mayor and Council Communications
6. ADJOURNMENT

Respectfully submitted,

George Lahanas

George Lahanas
City Manager

~ City of Northville ~

Council Communications

To: Mayor and City Council
From: George Lahanas, City Manager
Date: April 24, 2024
Subject: Hunter Pasteur Fifth Amendment to Option to Purchase

Background

Hunter Pasteur (HPN) and Northville entered into an Option to Purchase, dated as of July 23, 2018, as amended by that certain First Amendment to Option to Purchase, dated as of August 17, 2021, as further amended by that certain Second Amendment to Option to Purchase, dated as of July 17, 2023, as further amended by that certain Third Amendment to Option to Purchase, dated as of October 16, 2023 and as further amended on March 18, 2024 (collectively, the “Option Agreement”).

HPN and Northville wish to amend the Option Agreement as set forth in the attached Fifth Amendment prepared by the City Attorney.

Recommendation

It is recommended that Council authorize the City Manager to sign the attached Hunter Pasteur fifth option to purchase agreement.

Recommended Motion

Move to authorize the City Manager to sign the attached Hunter Pasteur fifth option to purchase agreement.

DEPARTMENT

George Lahanas
CITY MANAGER

FIFTH AMENDMENT TO OPTION TO PURCHASE

This Fifth Amendment to Option to Purchase (this "Fifth Amendment") is entered into as of the ___ day of April, 2024 by and between Hunter Pasteur Northville LLC, a Michigan limited liability company, whose address is 32300 Northwestern Highway, Suite 230, Farmington Hills, Michigan 48334 (herein "HPN"), and the City of Northville, a Michigan municipal corporation, with offices at 215 W. Main Street, Northville, Michigan 48167 (herein "Northville").

Recitals

A. HPN and Northville entered into an Option to Purchase, dated as of July 23, 2018, as amended by that certain First Amendment to Option to Purchase, dated as of August 17, 2021, as further amended by that certain Second Amendment to Option to Purchase, dated as of July 17, 2023, as further amended by that certain Third Amendment to Option to Purchase, dated as of October 16, 2023, as further amended by that certain Fourth Amendment to Option to Purchase, dated as of March 18, 2024 (collectively, the "Option Agreement").

B. HPN has exercised its option with respect to the Northville Property.

C. HPN and Northville wish to amend the Option Agreement as set forth in this Fifth Amendment.

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties agree as follows:

1. The first sentence of Paragraph 2 is deleted in its entirety and replaced with the following:

“The purchase price that HPN shall pay for the Northville Property shall be Four Hundred Fifty Seven Thousand Four Hundred Twenty Six and 84/100 Dollars (\$457,426.84) (the “Purchase Price”).”

2. Section 4 is deleted in its entirety. It is acknowledged and agreed that Northville rescinds that certain letter dated July 27, 2018 from Northville to HPN (the “Reservation Letter”) and that the Northville Property shall be conveyed to HPN without reservation of the northerly twelve (12) foot portion of the Northville Property. Northville shall have a right of first refusal to purchase this portion of the property from HPN prior to its sale to any other party, including those that may have ownership interests in HPN, for the price of \$.01 (one cent) per square foot and be provided 30 days advance notice of such proposed sale, after which it shall have 30 days to execute that right of first refusal.
3. Notwithstanding anything contained in the Option Agreement to the contrary, the parties acknowledge that the Additional Property has been purchased by a third party and is not deemed to be a part of the Northville Property.

4. Section 12 of the Option Agreement is hereby amended to read in its entirety as follows:

“12. Closing. HPN has exercised the option. This sale shall be closed as provided in Section 13.”

5. Section 13 of the Option Agreement is hereby amended to read in its entirety as follows:

“13. The Closing. The closing shall occur within five (5) days of written request by HPN, by which time the following obligations shall be performed, it being acknowledged and agreed that the satisfaction (or waiver by HPN other than with respect to subparagraphs (c) and (d) below) of each of the following shall be a condition precedent to HPN’s obligations hereunder:

- (a) Northville shall execute and deliver to HPN a good and sufficient Warranty Deed conveying its interest in the Northville Property to HPN.
- (b) The Title Company shall be irrevocably committed to issue to HPN a title insurance policy insuring good, marketable title to the Northville Property, subject only to those exceptions approved by HPN. The cost of such title insurance policy shall be paid by HPN.
- (c) HPN shall pay Northville the net amount required to be paid pursuant to any terms as contained herein, subject to any prorations and adjustments set forth herein.
- (d) Northville and HPN shall mutually execute and deliver to each other copies of (i) a Closing Statement providing for the prorations and adjustments of the items as set forth in this Agreement; and (ii) such other documents and instruments as may be required by any other provision of this Agreement or as may be reasonably necessary to carry out the terms and intent of this Agreement.
- (e) Northville shall deliver exclusive possession of the Northville Property to HPN in vacant condition, free and clear of (i) all tenancies and other parties in possession and the rights of any other persons or parties to occupy or use the Northville Property and (ii) all debris and other personal property; subject to the temporary non-exclusive rights that may be granted by Northville with HPN’s consent pursuant to a license agreement.
- (f) Northville shall have caused the Northville Property, as described on the amended Exhibit A attached hereto, to be its own separate tax parcel with its own, separate tax parcel identification number that does not

contain any other property other than the property that is legally described on Exhibit A attached hereto.

- (g) Northville shall have, at its sole cost and expense, caused the entry of a consent judgment acceptable to HPN pursuant to that certain lawsuit captioned 106 East Cady Street LLC and THEcadyproject, LLC v. City of Northville, Case No. 24-002813-CB, pending in the Michigan Circuit Court, Wayne County, and the recording of a discharge and release of that certain Lis Pendens dated February 26, 2024, and recorded in the Wayne County Register of Deeds at Liber 58696, Page 106 (the “Lawsuit”).
- (h) Prior to closing, Northville shall provide to HPN documentation or other evidence satisfactory to HPN that (i) neither the approved PUD site plan for the HPN Property and Northville Property nor the Development Agreement executed with respect thereto needs to be amended or modified in connection with the conveyance of a portion of the property described in the PUD Site Plan to the adjacent property owner pursuant to the consent judgment described in the preceding paragraph, (ii) HPN will not need to obtain any new permits, variances or authorizations in connection with such conveyance or the related action items, and (iii) HPN will not be subject to any additional requirements in connection therewith.
- (i) Northville shall execute and deliver to HPN an assignment of that certain Temporary License Agreement by and between Northville and 106 East Cady Street LLC, a Michigan limited liability company, pursuant to an assignment agreement in form and substance satisfactory to HPN.

In the event that any of the foregoing conditions has not been satisfied by the scheduled date of closing, then HPN shall have the right, at HPN’s sole option, to either (i) upon written notice to Northville, extend the closing for such period of time as may be reasonably necessary to satisfy such condition(s), (ii) waive such condition(s) and proceed to closing in accordance with the remaining terms of this Agreement, or (iii) terminate this Agreement and HPN’s obligation to purchase the Northville Property; whereupon, neither party shall have any further rights or obligations hereunder except those which expressly survive a termination of this Agreement.”

6. Exhibit A is deleted in its entirety and replaced with Exhibit A attached hereto.

7. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Option Agreement.
8. In the event of any inconsistencies or a conflict between the terms of this Fifth Amendment and the Option Agreement, the terms of this Fifth Amendment will govern and control.
9. Except as modified by this Fifth Amendment, the terms, covenants, conditions and provisions of the Option Agreement will remain in full force and effect and are hereby ratified and confirmed.
10. This Fifth Amendment will be governed by and construed in accordance with the laws of the State of Michigan, without reference to principles of conflicts of law.
11. Nothing within this Fifth Amendment will abrogate or otherwise diminish the obligation of HPN to as set forth in the Option Agreement dated July 23, 2018 and as set forth at in Paragraph 9(b) to indemnify Northville as set forth therein.
12. This Fifth Amendment may be executed in any number of counterparts and may be signed and/or transmitted by facsimile, electronic mail of a .pdf document, or electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

[remainder of page intentionally left blank; signature appears on following page]

**[SIGNATURE PAGE TO FIFTH AMENDMENT TO OPTION TO PURCHASE BY AND
BETWEEN HUNTER PASTEUR NORTHVILLE LLC AND THE CITY OF
NORTHVILLE]**

THE CITY OF NORTHVILLE,
a Michigan municipal corporation

Date: April __, 2024

By: George Lahanas
Its: City Manager

HUNTER PASTEUR NORTHVILLE LLC,
a Michigan limited liability company

Date: April __, 2024

By: Randall Wertheimer
Its: Manager

EXHIBIT A
Northville Property

Land situated in the City of Northville, County of Wayne, State of Michigan, and more particularly described as follows:

COMMENCING AT THE NORTHWEST CORNER OF LOT 168 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2"; THENCE N84°53'43"E 200.61 FEET ALONG THE SOUTH LINE OF CADY STREET (60 FEET WIDE) TO A POINT 26.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 171 FOR A POINT OF BEGINNING; THENCE N84°53'43"E 260.56 FEET CONTINUING ALONG THE SOUTH LINE OF SAID CADY STREET; THENCE S05°49'57"E 123.80 FEET ALONG THE EAST LINE OF SAID LOT 175; THENCE S84°48'43"W 60.00 FEET ALONG THE NORTH LINE OF THE SOUTH 150 FEET OF SAID LOT 175; THENCE S05°49'57"E 0.31 FEET; THENCE S84°20'38"W 202.18 FEET; THENCE N05°05'12"W 126.14 FEET ALONG THE EAST LINE OF THE WEST 26 FEET OF LOT 171 TO THE POINT OF BEGINNING, CONTAINING 0.75 ACRES OR 32634.07 SQUARE FEET OF LAND, MORE OR LESS.

~ *City of Northville* ~

Council Communications

To: Mayor and City Council
From: Anthony Chubb, City Attorney
Date: April 24, 2024
Subject: 106 East Cady Street, LLC License Agreement

Background: This License Agreement allows 106 East Cady Street LLC to use the property currently optioned to Hunter Pasteur Northville abutting 106 East Cady Street to the east, until such time as that transaction has closed. This is likely to be less than a month, and provides full protection to the City during that period, including being named on applicable 106 East Cady Street, LLC, insurance policies.

Recommended Motion: Motion to approve the License Agreement with 106 East Cady Street, LLC, and authorize the City Manager to sign on behalf of the City.

DEPARTMENT

CITY MANAGER

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this “Agreement”) is made and entered into as of _____, 2024 (the “Effective Date”) between the CITY OF NORTHVILLE, a Michigan municipal corporation (“Licensor”), whose address is 215 W. Main Street, Northville, Michigan 48167, and 106 EAST CADY STREET LLC, a Michigan limited liability company (“Licensee”), whose address is 2114 Pauline Boulevard, Suite 101, Ann Arbor, Michigan 48103, based upon the following:

A. Licensor owns certain real property located in the City of Northville, County of Wayne, State of Michigan that is more particularly described on Exhibit A attached to and made a part of this Agreement (the “Licensor Parcel”).

B. Licensee owns certain real property located in the City of Northville, County of Wayne, State of Michigan that is adjacent to the Licensor Parcel and is more particularly described on Exhibit B attached to and made a part of this Agreement (the “Licensee Parcel”).

C. Licensor desires to grant to Licensee, and Licensee desires to obtain from Licensor, a license to access the westerly thirteen (13) feet of the Licensor Parcel in the location shown on Exhibit C attached to and made a part of this Agreement (the “License Area”) for the sole purpose of providing Licensee with access to the portion of the Licensee Parcel that abuts the westerly portion of the Licensor Parcel in order for Licensee to construct certain improvements on the Licensee Parcel in connection with the development of the Licensee Parcel as a mixed use condominium project (the “Permitted Use”), subject to and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Licensor grants to Licensee a temporary, non-exclusive license to use the License Area in its current “AS-IS, WHERE-IS, WITH ALL FAULTS” condition for the sole purpose of the Permitted Use and no other use or purpose. Licensee covenants not to introduce or permit to be introduced any hazardous or toxic materials onto the License Area. In no event will Licensee store any hazardous materials, construction debris or any other materials on the License Area or any portion of the Licensor Parcel. Licensee will not use, or permit any of its employees, affiliates, agents, representatives, contractors or subcontractors to use, any portion the License Area for any purpose other than the Permitted Use. If Licensee or any employee, agent, representative, contractor or subcontractor of Licensee causes or permits any damage to any portion of the Licensor Parcel including the License Area or any improvements on any portion of the Licensor Parcel including the License Area, Licensee will, at Licensee’s sole cost and expense, promptly repair and replace the affected portion of the Licensor’s Parcel including the License Area to the same or better condition as existed immediately prior to such damage or promptly reimburse Licensor for any expenses and fees that are incurred by Licensor to restore the Licensor Parcel to the same condition as existed prior to such damage.

2. The term of this Agreement will commence on the Effective Date and will expire on September 30, 2024 (the “Term”), unless sooner terminated pursuant to the terms of this Agreement. The Term may be extended by the mutual written agreement of Licensor and Licensee.

3. During the Term, Licensee will comply and cause the License Area to comply with all laws, ordinances and other governmental regulations that apply to the use of the License Area by Licensee as contemplated under this Agreement. In addition, Licensor will have the right to impose reasonable rules and regulations governing Licensee’s access and use of the License Area from time to time upon written notice to Licensee. Upon Licensor’s delivery of written notice of any such rules and regulations to Licensee, Licensee will comply, and cause all of its employees, agents, representatives, contractors, and subcontractors to comply, with such rules and regulations in connection with its access and use of the License Area.

4. Licensee will not construct or maintain any walls, fences, barriers, buildings, or structures of any nature on the Licensor Parcel, or any portion thereof, without the prior written consent of Licensor. In the event that Licensor requires any fencing or screening to be installed during the Term to screen any of Licensee’s equipment or materials on the Licensee Parcel from the Licensor Parcel or the public right-of-way adjacent thereto, then Licensee will promptly install such fencing or screening at its sole cost and expense. Licensor hereby consents to Licensee constructing and maintaining temporary construction fencing on the perimeter of the License Area during the Term, provided, that Licensee maintains and complies with all soil erosion control requirements that are required by all applicable laws, ordinances, statutes, rules and regulations and are otherwise consistent with the plans and specifications which have been approved by Licensor for the intended and contemplated development of the Licensor Parcel.

5. Licensee accepts the license of the License Area in its "AS IS, WHERE IS, WITH ALL FAULTS" condition as of the Effective Date and as being entirely satisfactory. Licensor has made no representation or warranty regarding the Licensor Parcel or any portion thereof, and has no obligation to alter, modify or improve the Licensor Parcel or any portion thereof. Except as expressly provided below in this Section 5, Licensee hereby waives and releases any and all claims it may ever have against Licensor or any of its members, managers, agents, representatives, employees, affiliates, successors and assigns, and agrees that they will not be liable for injury or death to person or damage to property sustained by any person or entity resulting directly or indirectly from any existing or future condition, defect, matter or thing in or about the Licensor Parcel, or from any act or omission of any person or entity in, about, or in connection with the Licensor Parcel; provided, however, that such waiver and release of any and all claims shall not apply to, and shall be of no force or effect with respect to, any claims that arise as a sole and direct result of the willful misconduct or gross negligence of Licensor or any of Licensor’s affiliates, agents, representatives, officers, employees, contractors, subcontractors or consultants, which directly materially adversely affect Licensee or Licensee’s employees, agents, representatives, contractors or subcontractors or the Licensee Parcel.

6. During the Term, Licensee will, at Licensee’s sole cost and expense, maintain the License Area in a safe and sightly condition, clean and free of rubbish, debris, and other materials, and otherwise in the same or similar condition as it exists as of the Effective Date. Licensee will not damage any portion of the Licensor Parcel or any improvements on any portion of the Licensor Parcel. If Licensee or any employee, agent, representative, contractor or

subcontractor of Licensee causes or permits any damage to the any portion of Licensor Parcel (including the License Area) or any improvements on any portion of the Licensor Parcel, Licensee will, at Licensee's sole cost and expense, promptly repair and replace the affected portion of the Licensor Parcel (including the License Area) to the same condition as existed as of the Effective Date or reimburse Licensor for any costs, expenses or fees incurred by Licensor to restore the Licensor Parcel to the same condition as existed prior to the damage. Upon the expiration of the Term or sooner termination of this Agreement, Licensee will, at Licensee's sole cost and expense, restore the License Area to the same condition as it was in as of the Effective Date. If Licensee fails to restore and repair the License Area as provided above, Licensor will have the right to do so, at Licensee's cost and expense, without any liability whatsoever and Licensee will pay Licensor for all of the costs, expenses and fees that are incurred by Licensor in performing such maintenance, repair and/or replacements within thirty (30) days following the delivery of an invoice therefor (together with reasonable supporting documentation) by Licensor to Licensee. In the event that Licensee fails to pay such costs, expenses and fees to Licensor within such thirty (30) day period, Licensee will be in default hereunder, and Licensor will be entitled to exercise any and all rights and remedies available to Licensor at law or in equity, including, without limitation, the right to place a lien on the Licensee Parcel, which lien will secure the amount of such costs and expenses owed by Licensee to Licensor, plus interest thereon at the rate of twelve percent (12%) per annum, and which lien may be foreclosed upon in the manner that any mortgage may be foreclosed upon in Wayne County, Michigan.

7. On the Effective Date of this Agreement, Licensee will pay to Perennial Northville LLC, a Michigan limited liability company ("Perennial"), the amount of \$ _____¹ as reimbursement to Perennial for certain costs incurred by Perennial and certain affiliates of Perennial in connection with its review and negotiation of this Agreement and certain other matters related thereto.

8. Any one or more of the following events will constitute a default upon such occurrence at any time prior to or during the Term (each, a "Default"):

(a) Failure of Licensee to strictly observe or strictly perform any of the terms, covenants or conditions of this Agreement and such failure continues without a cure for five (5) days after Licensee's receipt of written notice from Licensor that describes the failure, or if such failure is one that will take longer than five (5) days to remedy, Licensee fails to commence curing such failure within five (5) days and/or fails to diligently in good faith pursue such cure to completion, but in no event will any such cure period exceed (i) sixty (60) days from the date of Licensee's receipt of written notice from Licensor of such failure or (ii) the expiration of the Term, as may be extended herein, whichever occurs sooner; and

(b) Any act or omission by Licensee which Licensor, in its commercially reasonable discretion, determines to be detrimental to the use or operation of the Licensor Parcel that Licensee has failed to remedy within five (5) days after Licensee's receipt of written notice from Licensor that describes the detrimental act or omission by Licensee, or if such failure is one that will take longer than five (5) days to remedy, Licensee fails to commence curing such failure

¹ AMOUNT TO BE AGREED UPON BETWEEN HPN / PERENNIAL NORTHVILLE AND 106 EAST CADY LLC

within five (5) days and/or fails to diligently pursue such cure to completion, but in no event will such cure period exceed sixty (60) days from Licensee's receipt of written notice from Licensor.

Upon the occurrence of a Default, Licensor will, at Licensor's sole election, have the right to institute any or all of the following remedies: (i) Licensor may perform any such obligation, and any costs incurred by Licensor for the performance of such obligations under this Agreement will be reimbursed by Licensee upon Licensee's receipt of an invoice (together with reasonable supporting documentation) for such costs incurred by Licensor, (ii) institute legal action against Licensee for specific performance, declaratory relief, damages or other legal or equitable remedies, or (iii) terminate this Agreement upon written notice to Licensee. The remedies provided in this Agreement and their enforcement are in addition to and not in substitution for or at the exclusion of any other rights and remedies which Licensor may have under this Agreement or at law or in equity. In addition, in the event that Licensee fails to pay any amounts owed to Licensor within thirty (30) days after the date on which the same become due, Licensor will be entitled to exercise all rights and remedies available to Licensor at law or in equity, including, without limitation, the right to place a lien on Licensee's Parcel, which lien will secure the amount of such costs and expenses owed by Licensee to Licensor, plus interest thereon at the rate of twelve percent (12%) per annum, and which lien may be foreclosed upon in the manner that any mortgage may be foreclosed upon in Wayne County, Michigan.

9. Licensee will at all times during Licensee's use of the License Area (a) maintain comprehensive general liability insurance, property damage insurance with special cause of loss coverage and all-risk hazard insurance for the License Area and all improvements located therein, and (b) shall cause all employees, agents, representatives, contractors and subcontractors of Licensee (together with Licensee, each a "Licensee Party", and collectively, the "Licensee Parties") who access the License Area pursuant to this Agreement to also maintain comprehensive general liability insurance for the License Area. Such insurance to be maintained by Licensee and each other Licensee Party, as applicable, will (a) be carried with reputable companies licensed to do business in the State of Michigan; (b) with respect to such comprehensive general liability insurance, have liability limits of at least One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence for bodily injury and property damage, and (i) in the case of the Licensee, Three Million and 00/100 Dollars (\$3,000,000.00) in the aggregate and (ii) in the case of the other Licensee Parties, One Million and 00/100 Dollars (\$1,000,000.00) in the aggregate; (c) with respect to the property insurance, provide for full replacement value for the improvements covered thereunder; (d) name Licensor and any agent, contractor, mortgagee and designee of Licensor (as Licensor may so notify Licensee) as an additional insured; (e) include a waiver by the insurer of all rights of subrogation against Licensor and its insurers in connection with any loss or damage insured against under Licensee's insurance policies; and (f) not be subject to change, cancellation or termination without at least thirty (30) days' prior written notice to Licensor or any other additional insured. From time to time upon written request of Licensor, Licensee will provide to Licensor certificates of such insurance, evidencing that such insurance is in full force and effect. If any Licensee Party has an insurance premium increase, it will not seek reimbursement from Licensor. Licensee hereby waives its rights against Licensor with respect to any claims, damages or losses which are caused by or result from occurrences which would have been covered under any insurance required to be obtained and maintained by Licensee and/or any other Licensee Party, as under this Agreement, had such insurance been obtained and maintained as required herein.

10. Except as hereinafter provided, Licensee will indemnify, defend and hold Licensor

and its affiliates, agents, representatives, officers, employees, direct and indirect members, direct and indirect managers, direct and indirect partners, attorneys, accountants, insurers, lenders, contractors, subcontractors and consultants, and each of their successors and assigns (collectively, together with Licensor, the “Licensor Releasees”), harmless from and against any and all liabilities, losses, liens, damages, causes of action, suits, claims, penalties, actions, proceedings, judgments, demands and costs and expenses including reasonable attorneys’ fees (collectively, the “Indemnified Matters”) that are incurred or suffered by, or asserted against, any of the Licensor Releasees arising from or in any way related to this Agreement or any use of the License Area for the purposes set forth in this Agreement, whether arising from or resulting in personal injury, death, or property damage occurring on or to the Licensor’s Property or the License Area. Licensee will have no duty or obligation to indemnify, defend and hold harmless the Licensor Releasees from and against any of the Indemnified Matters that arise solely and directly from the willful misconduct or the gross negligence of any one or more of the Licensor Releasees.

11. This Agreement will not be recorded by Licensee. No legal title, easement, or other possessory interest in real estate, including any leasehold interest in the Licensor Parcel, or any appurtenances thereto, will be created or deemed or construed to have been created or vested in Licensee by anything contained in this Agreement. Nothing contained in this Agreement is intended to be a gift or dedication of any portion of the Licensor Parcel to the general public or for any public use or purpose whatsoever. This Agreement is for the exclusive benefit of Licensee (and its contractors, subcontractors and representatives as expressly provided herein) and Licensor, and nothing in this Agreement, express or implied, confers upon any person, other than Licensee (and its contractors, subcontractors and representatives as expressly provided herein) and Licensor, any rights or remedies under or by reason of this Agreement.

12. Any notice, demand, request or other communication (each, a “notice”) required or permitted to be given under this Agreement must be in writing and will be deemed to have been given as of the date such notice is (a) actually received by the party intended, (b) delivered to the then-designated address of the party intended, or (c) rejected at the then-designated address of the party intended, provided, that in each case such notice was sent by certified mail, return receipt requested, postage prepaid or nationally recognized overnight courier, charges prepaid with delivery confirmation (e.g. Federal Express) and addressed as follows:

If to Licensor: City of Northville
215 W. Main Street
Northville, Michigan 48167
Attention: _____

With a copy to: Giarmarco Mullins & Horton PC
101 W Big Beaver Road, Suite 1000
Troy Michigan 48084
Attention: Anthony Chubb, Esq.

If to Licensee: 106 East Cady Street LLC
2114 Pauline Boulevard, Suite 101
Ann Arbor, Michigan 48103
Attention: Alex de Parry

With a copy to: Andrew Daily
333 East Cady Street
Northville Michigan 48167

And with a copy to: Bruder PLC
8278 Granite Court
Dexter, Michigan 48130
Attention: Gary Bruder, Esq.

Upon at least ten (10) days' prior written notice to the other party, each party will have the right to change its address to any other address within the United States of America.

13. This Agreement and the obligations of the parties hereunder are governed by and will be interpreted, construed and enforced in accordance with the laws of the State of Michigan and the parties hereto hereby consent to the exclusive jurisdiction of the courts (state and federal) located within the City of Detroit and County of Wayne in the State of Michigan in connection with any dispute arising hereunder. Licensor and Licensee hereby waive trial by jury in any action, proceeding, or counterclaim brought by Licensor or Licensee against the other on any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of Licensor and Licensee, the use or occupancy of the Licensor Parcel by Licensee or any person claiming through or under Licensee, any claim of injury or damage, and any emergency or other statutory remedy. Licensee will look solely to the estate and interest of Licensor in and to the Licensor Parcel or the proceeds therefrom for the collection of a judgment (or other judicial process) requiring the payment of money by Licensor hereunder, and no other property or assets of Licensor will be subject to levy, execution or other enforcement procedures for the satisfaction of Licensee's remedies under or with respect to this Agreement, the relationship of Licensor and Licensee hereunder or Licensee's use of the Licensor Parcel. The terms and provisions of this Paragraph 12 will survive the expiration of the Term or the sooner termination of this Agreement.

14. This Agreement may be executed in counterparts, each of which will constitute an original although not fully executed, but all of which when taken together, will constitute but one agreement. Delivery by facsimile, electronic mail of a .PDF of this Agreement or electronic signature technology (*e.g.*, via DocuSign or similar electronic signature technology), or an executed counterpart hereof will be deemed a good and valid execution and delivery hereof.

15. This Agreement (including all exhibits attached to this Agreement) represents the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior or contemporaneous agreements or understandings and/or representations, warranties and covenants with respect to the subject matter of this Agreement are merged in this Agreement. If any provision of this Agreement is invalid or unenforceable as determined by a court of competent jurisdiction, it will be deemed deleted therefrom and the remainder of this Agreement will not be affected and may be enforced to the greatest extent permitted by law.

16. This Agreement binds and inures to the benefit of the parties to this Agreement and their respective successors and permitted assigns; provided, however, that Licensee will not have the right to assign its rights under this Agreement.

17. This Agreement may be amended or modified only by written instrument signed by each of Licensor and Licensee.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Temporary License Agreement effective as of the Effective Date.

LICENSOR:

CITY OF NORTHVILLE
a Michigan municipal corporation

By: _____

Name: _____

Its: _____

LICENSEE:

106 EAST CADY STREET LLC,
a Michigan limited liability company

By: Fifth Avenue Limited Partnership,
a Michigan limited partnership

Its: Manager

By: Ann Arbor Builders, Inc.,
a Michigan corporation

Its: General Partner

By: _____

Name: Alex de Parry

Title: President

EXHIBIT A

LEGAL DESCRIPTION OF THE LICENSOR PARCEL

Land situated in the City of Northville, County of Wayne, State of Michigan, and more particularly described as follows:

COMMENCING AT THE NORTHWEST CORNER OF LOT 168 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2"; THENCE N84°53'43"E 200.61 FEET ALONG THE SOUTH LINE OF CADY STREET (60 FEET WIDE) TO THE NORTHWEST CORNER OF SAID LOT 171 FOR A POINT OF BEGINNING; THENCE N84°53'43"E 260.56 FEET CONTINUING ALONG THE SOUTH LINE OF SAID CADY STREET; THENCE S05°49'57"E 123.80 FEET ALONG THE EAST LINE OF SAID LOT 175; THENCE S84°48'43"W 60.00 FEET ALONG THE NORTH LINE OF THE SOUTH 150 FEET OF SAID LOT 175; THENCE S05°49'57"E 0.31 FEET; THENCE S84°20'38"W 202.18 FEET; THENCE N05°05'12"W 126.14 FEET ALONG THE EAST LINE OF THE WEST 26 FEET OF LOT 171 TO THE POINT OF BEGINNING, CONTAINING 0.75 ACRES OR 32634.07 SQUARE FEET OF LAND, MORE OR LESS.

EXHIBIT B

LEGAL DESCRIPTION OF THE LICENSEE PARCEL

PART OF LOTS 170 AND 171 OF "ASSESSOR'S NORTHVILLE PLAT NO. 2" OF PART OF THE S. 1/2 OF SECTION 3, T. 1 S., R. 8 E., CITY OF NORTHVILLE, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 66 OF PLATS, PAGE 44, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 170 AND PROCEEDING ALONG THE WEST LINE OF SAID LOT 170 S. 04°31'20" E. 12.00 FEET TO THE POINT OF BEGINNING; THENCE N. 85°30'10" E. 82.50 FEET; THENCE S. 04°31'20" E. 113.95 FEET; THENCE S. 84°46'40" W. 73.51 FEET; THENCE N. 04°31'20" W. 10.85 FEET; THENCE S. 85°28'40" W. 9.00 FEET; THENCE N. 04°31'20" W. 1.00 FEET; THENCE N. 85°28'40" E. 9.00 FEET; THENCE N. 04°31'20" W. 21.99 FEET; THENCE S. 85°28'40" W. 9.00 FEET; THENCE N. 04°31'20" W. 1.00 FEET; THENCE N. 85°28'40" E. 9.00 FEET; THENCE N. 04°31'20" W. 12.51 FEET; THENCE S. 85°28'40" W. 9.00 FEET; THENCE N. 04°31'20" W. 15.00 FEET; THENCE N. 85°28'40" E. 9.00 FEET; THENCE N. 04°31'20" W. 50.50 FEET; THENCE S. 85°28'40" W. 9.00 FEET; THENCE N. 04°31'20" W. 2.03 FEET TO THE POINT OF BEGINNING, CONTAINING 8,580 SQUARE FEET OR 0.20 ACRES OF LAND MORE OR LESS.

TOGETHER WITH PART OF LOT 171 OF 'ASSESSOR'S NORTHVILLE PLAT NO. 2' OF PART OF THE S. 1/2 OF SECTION 3, T. 1 S., R. 8 E., CITY OF NORTHVILLE, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 44, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

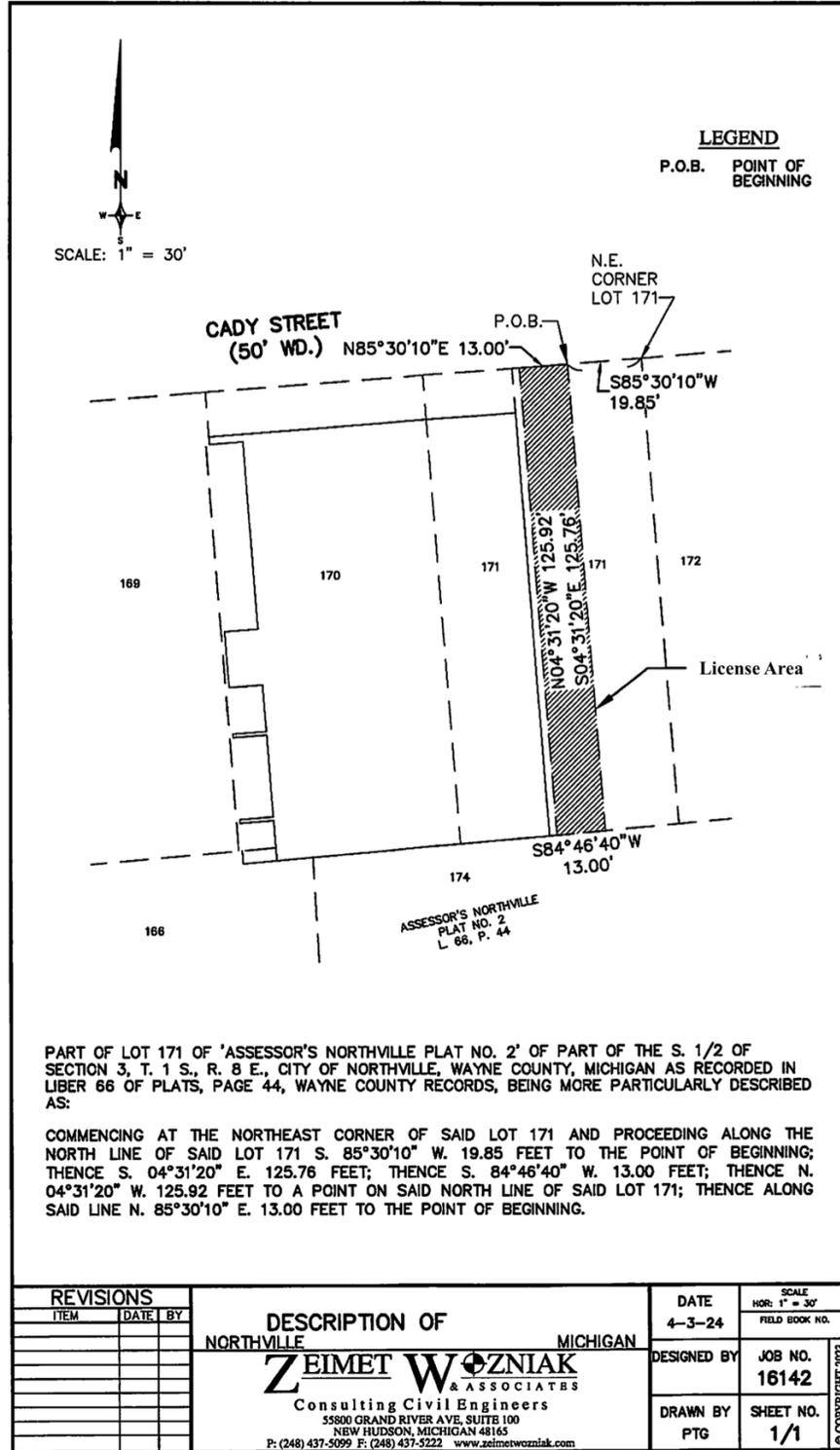
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 171 AND PROCEEDING ALONG THE NORTH LINE OF SAID LOT 171 S. 85°30'10" W. 34.85 FEET; THENCE S. 04°31'20" E. 12.00 FEET TO THE POINT OF BEGINNING; THENCE N. 85°30'10" E. 2.00 FEET; THENCE S. 04°31'20" E. 113.92 FEET; THENCE S. 84°46'40" W. 2.00 FEET; THENCE N. 04°31'20" W. 113.95 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH PART OF LOT 171 OF 'ASSESSOR'S NORTHVILLE PLAT NO. 2' OF PART OF THE S. 1/2 OF SECTION 3, T. 1 S., R. 8 E., CITY OF NORTHVILLE, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 44, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 171 AND PROCEEDING ALONG THE NORTH LINE OF SAID LOT N. 85°30'10" E. 26.00 FEET; THENCE S. 04°31'20" E. 12.00 FEET; THENCE S. 85°30'10" W. 26.00 FEET; THENCE N. 04°31'20" W. 12.00 FEET TO A POINT ON SAID NORTH LINE OF SAID LOT 171, ALSO BEING THE POINT OF BEGINNING.

EXHIBIT C

DEPICTION OF LICENSE AREA



~ City of Northville ~

Council Communications

To: Mayor and City Council
From: Anthony Chubb, City Attorney
Date: April 24, 2024
Subject: 106 East Cady Street, LLC, et. al. v. City of Northville
Consent Judgment

Background: The parties in this matter, as well as Hunter Pasteur Northville, have come to an amicable resolution to all parties in which Hunter Pasteur will amend its Option Agreement to forego purchasing a certain area of the previously optioned property, which will then be sold to 106 East Cady Street, LLC for \$6,000 through this Consent Judgment. It additionally provides the City reimbursement for any OHM costs incurred in the review of the documents in an amount not to exceed \$1,200.

This Consent Judgment additionally moves the staging area for the construction of the Delano to the west side of the property.

Recommended Motion: Motion to approve the Consent Judgment in the matter of *106 East Cady Street, LLC, et. al. v. City of Northville*, Wayne County Circuit Court Case No. 24-002813-CB, and authorize the City Attorney to sign on behalf of the City.

DEPARTMENT

CITY MANAGER

STATE OF MICHIGAN
IN THE 3RD CIRCUIT COURT FOR THE COUNTY OF WAYNE

106 EAST CADY STREET LLC and
THECADY PROJECT, LLC
Michigan limited liability companies,

Case No: 24-002813-CB
Hon. Annette J. Berry

Plaintiffs,

v.

CITY OF NORTHVILLE,
a Michigan municipal corporation,

Defendant.

Matthew E. Krichbaum (P52491)
Meagan M. Dreher (P84842)
SOBLE ROWE KRICHBAUM LLP
Co-Counsel for Plaintiff
302 E. Liberty
Ann Arbor, Michigan 48104
(734) 996-5600

Anthony K. Chubb (P72608)
Giarmarco, Mullins & Horton, P.C.
Attorney for City of Northville
Tenth Floor Columbia Center
101 W Big Beaver Rd
Troy, MI 48084
(248) 457-7061

CONSENT JUDGMENT

Plaintiffs 106 East Cady Street, LLC and THEcady Project, LLC (hereinafter collectively referred to as “Plaintiff Cady”) and Defendant City of Northville (“City”) do hereby agree that this Consent Judgment shall be entered by Counsel for Plaintiff;

IT IS HEREBY ORDERED:

1. City of Northville (“City”) will convey by quit claim deed to 106 East Cady Street, LLC the west 24 inches of the City’s property that is subject to the option with the Hunter Pasteur affiliate (“Parcel 1”). This is marked as Parcel 1 in attached Exhibit 1 Zeimet Wozniak & Associates survey.

2. The City will convey by quit claim deed to 106 East Cady Street, LLC a 12 foot by 26 foot parcel of property to the north of the existing 106 East Cady Street, LLC's Property ("Parcel 2"). This is marked as Parcel 2 in attached Exhibit 1 Zeimet Wozniak & Associates survey. Plaintiff Cady will pay the City \$6000 for the conveyance of Parcels 1 and 2.
3. Plaintiff Cady will combine Parcel 1 and Parcel 2 with its primary parcel.
4. 106 East Cady Street, LLC will construct the sidewalk on Parcel 2.
5. The City will amend its existing option agreement with the Hunter Pasteur affiliate to remove Parcel 1 and Parcel 2 from the property that will be conveyed by the City to the Hunter Pasteur affiliate.
6. The City will provide a portion of the City-owned parking lot to the west of Plaintiff Cady's property substantially in accordance with Exhibit 2 and any changes would have to be satisfactory to the parties, for use by Plaintiff Cady and its contractors for staging of construction, storage of materials, and a job site office until 7/1/25. (See Ex 2.) The City will reasonably grant and not unreasonably withhold requests for extensions for good cause.
7. The City will be responsible for providing parking spaces for those individuals that currently have rights to park in the area that will be taken up by the area contemplated by Paragraph 6.
8. The City and 106 East Cady Street, LLC will contemporaneously execute a Temporary License Agreement which will grant 106 East Cady Street, LLC access to and use of the west 13 feet of the property that will be conveyed by the City to the Hunter Pasteur affiliate.

9. Upon entry of this Judgment, Plaintiff Cady will release the Lis Pendens currently recorded in the Wayne County Register of Deeds with Liber No. 58696, Page No. 106.
10. In the event that the services of OHM will be required by the City, Plaintiff Cady will reimburse the City for reasonable OHM costs not to exceed \$1,200.

This is a final Judgment and closes this case.

IT IS SO ORDERED.

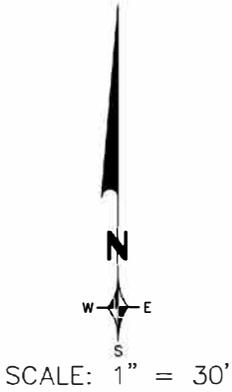
Hon. Annette J. Berry

APPROVED AS TO
FORM & CONTENT:

Meagan M. Dreher (P84842)
Attorney for Plaintiffs

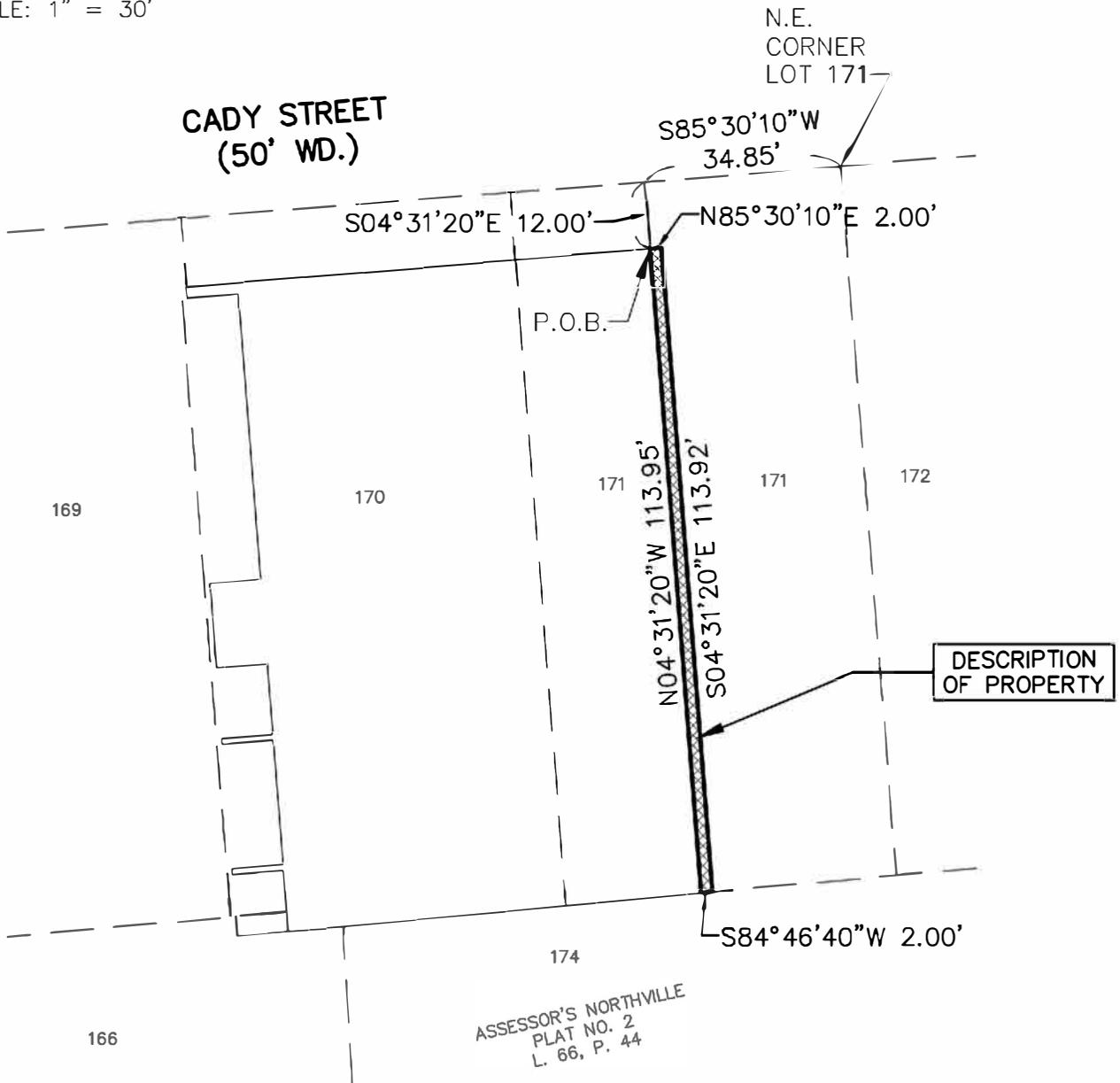
Anthony K. Chubb (P72608)
Attorney for Defendant

EXHIBIT 1 - PARCEL 1



LEGEND

P.O.B. POINT OF BEGINNING



DESCRIPTION OF PROPERTY

PART OF LOT 171 OF 'ASSESSOR'S NORTHVILLE PLAT NO. 2' OF PART OF THE S. 1/2 OF SECTION 3, T. 1 S., R. 8 E., CITY OF NORTHVILLE, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 44, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 171 AND PROCEEDING ALONG THE NORTH LINE OF SAID LOT 171 S. 85°30'10" W. 34.85 FEET; THENCE S. 04°31'20" E. 12.00 FEET TO THE POINT OF BEGINNING; THENCE N. 85°30'10" E. 2.00 FEET; THENCE S. 04°31'20" E. 113.92 FEET; THENCE S. 84°46'40" W. 2.00 FEET; THENCE N. 04°31'20" W. 113.95 FEET TO THE POINT OF BEGINNING.

REVISIONS			DESCRIPTION OF PROPERTY NORTHVILLE MICHIGAN		DATE	SCALE HOR: 1" = 30'	
ITEM	DATE	BY			3-27-24	FIELD BOOK NO.	
PER REVIEW	3-29-24	PTG	<p>Consulting Civil Engineers 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com</p>			DESIGNED BY	JOB NO. 16142
PER REVIEW	4-3-24	PTG				DRAWN BY	SHEET NO. 1/1
						PTG	
© COPYRIGHT 2023							

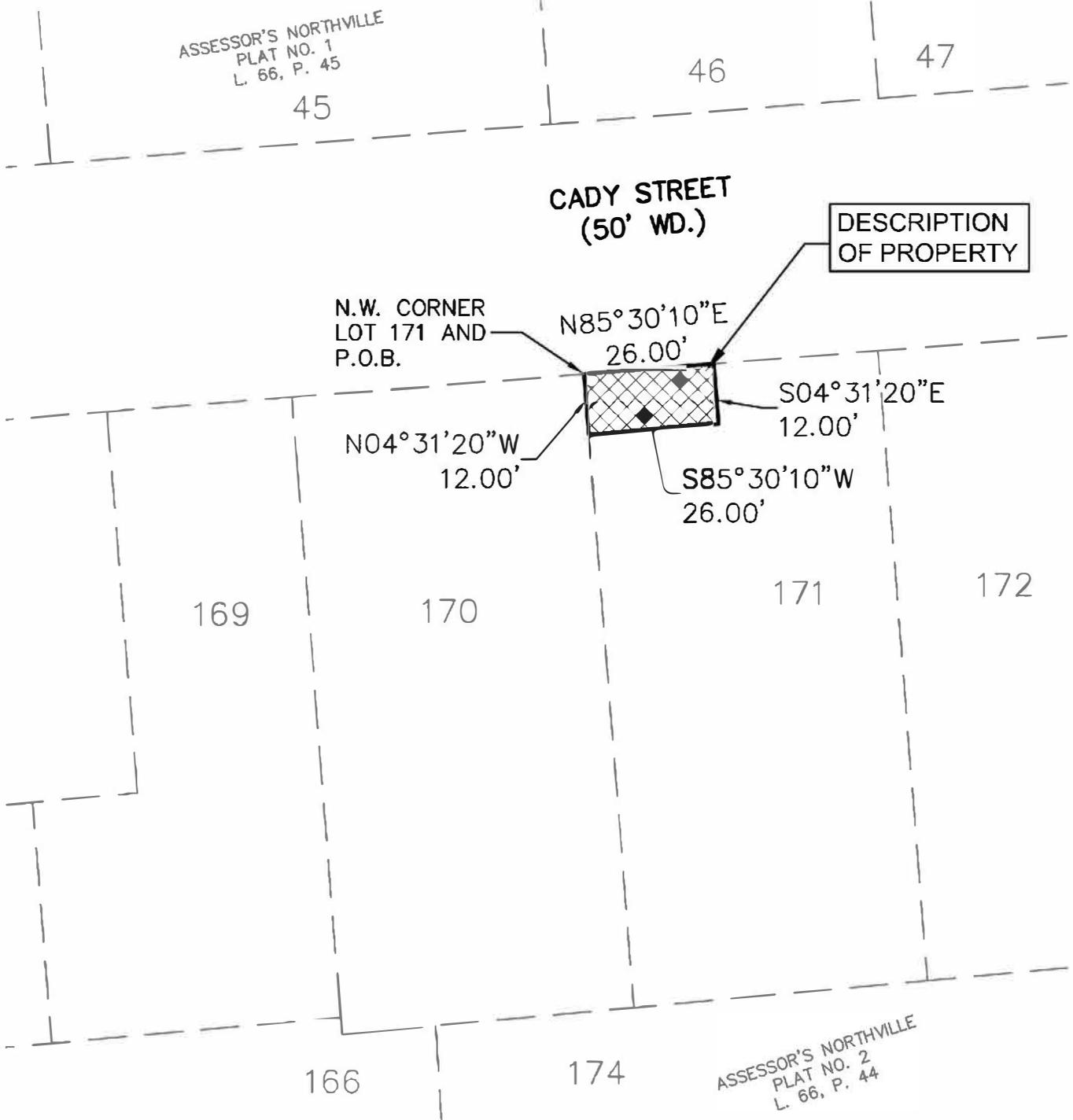
EXHIBIT 1 - PARCEL 2

LEGEND

P.O.B. POINT OF BEGINNING



SCALE: 1" = 30'

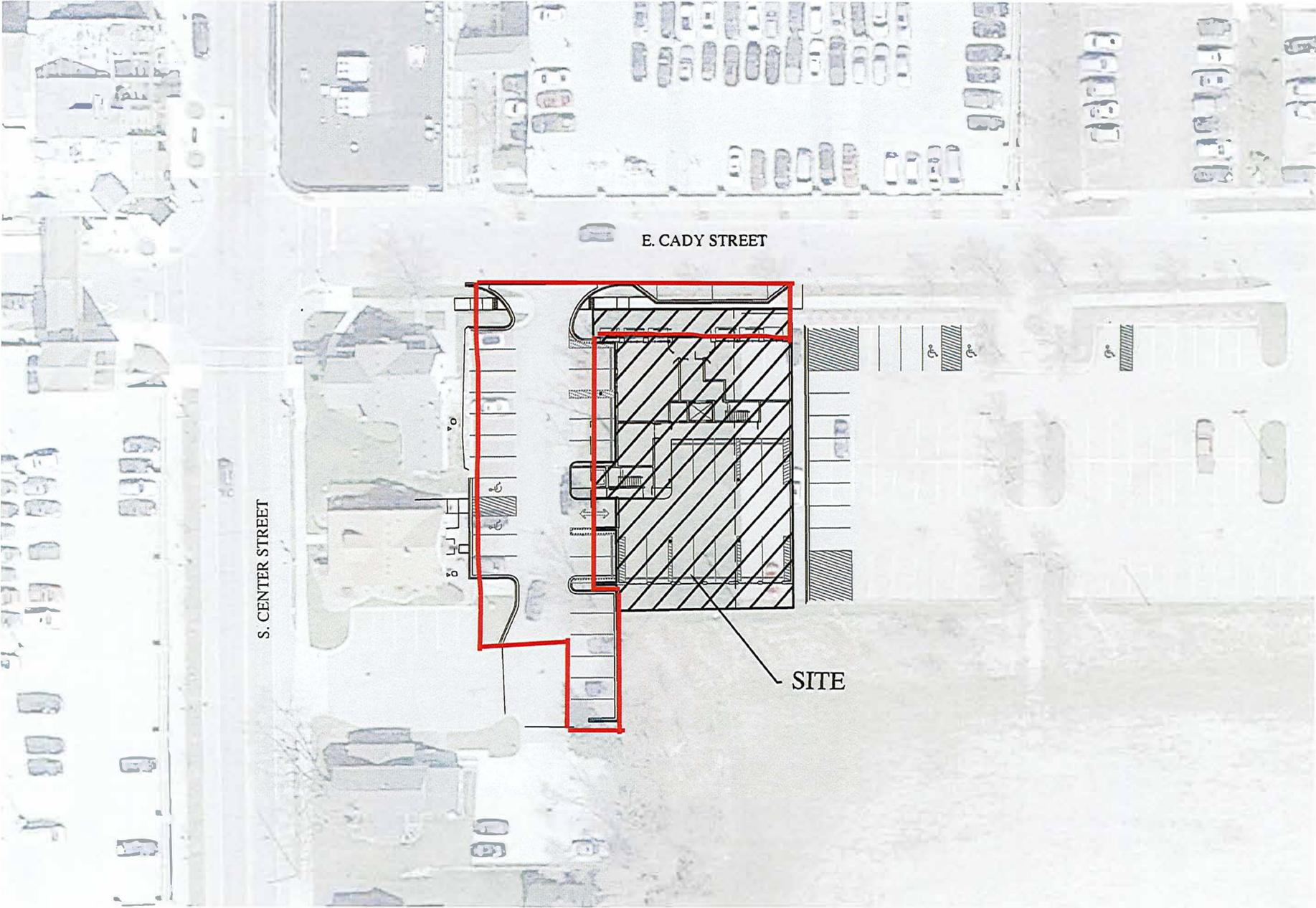


DESCRIPTION OF PROPERTY

PART OF LOT 171 OF 'ASSESSOR'S NORTHVILLE PLAT NO. 2' OF PART OF THE S. 1/2 OF SECTION 3, T. 1 S., R. 8 E., CITY OF NORTHVILLE, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 44, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 171 AND PROCEEDING ALONG THE NORTH LINE OF SAID LOT N. 85°30'10" E. 26.00 FEET; THENCE S. 04°31'20" E. 12.00 FEET; THENCE S. 85°30'10" W. 26.00 FEET; THENCE N. 04°31'20" W. 12.00 FEET TO A POINT ON SAID NORTH LINE OF SAID LOT 171, ALSO BEING THE POINT OF BEGINNING.

REVISIONS			DESCRIPTION OF PROPERTY NORTHVILLE MICHIGAN		DATE 3-27-24		SCALE HOR: 1" = 30'	
ITEM	DATE	BY			DESIGNED BY JOB NO. 16142		FIELD BOOK NO.	
PER REVIEW	3-29-24	PTG	ZEIMET WOZNAK & ASSOCIATES Consulting Civil Engineers 55800 GRAND RIVER AVE., SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com				DRAWN BY PTG	
					© COPYRIGHT 2024			

EXHIBIT 2



AERIAL PHOTOGRAPH

~ City of Northville ~

Council Communications

To: Mayor and City Council
From: George Lahanas, City Manager
Date: April 24, 2024
Subject: Special Event Request / See you in the Streets

Background: The City of Northville has received a request from Mishelle Lussier, owner of Lucy & the Wolf and Table 5 to conduct a street party on May 4, 2024 from 10:00am-7:00pm.

Analysis: The block party would take place on Main Street between Center and Hutton. Main street between Hutton and Center would be closed from 10am until 7pm. Northville Folk will play from 12:00-4:00pm under the Marquis sign and local restaurants will offer food, beverages, face painting, and other family-friendly activities.

The Police department will open and close the streets and DDA seasonal staff will take care of trash.

A certificate of insurance for \$1M general liability naming the City of Northville as additional insured, along with the endorsement, and a hold harmless agreement indemnifying the City of Northville will need to be received by the City Clerk within a week following approval.

Recommendation: It is recommended that the Northville City Council approve the request from Mishelle Lussier to conduct a block party as specified above given the insurance certificate, endorsement and hold harmless are received by the City Clerk.

Recommended Motion: Move to approve the request from Mishelle Lussier to conduct a block party as specified above given the insurance certificate, endorsement and hold harmless are received by the City Clerk.

DEPARTMENT

George Lahanas
CITY MANAGER