NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION
SPECIAL LAND USE PERMIT

Meeting Date, Time, Location:	Monday, February 9, 2015, 7:30 PM Municipal Building, 151 Martin Birmingham, MI
Location of Request:	All Seasons Senior Living 820 East Maple
Nature of Hearing:	To consider a Special Land Use Permit and Final Site Plan to allow for an Economic Development license to allow the service of alcoholic liquors on site.
City Staff Contact:	Jana Ecker 248.530.1841 jecker@bhamgov.org
Notice Requirements:	Mailed to all property owners and occupants within 800 feet of subject address. Publish January 25, 2015
Approved minutes may be reviewed at:	City Clerk's Office

Persons wishing to express their views may do so in person at the hearing or in writing addressed to City Clerk, City of Birmingham, 151 Martin, Birmingham, MI 48009.
Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

City of Birmingham
A Walkable Community

MEMORANDUM

Community Development

DATE: **January 27, 2015**

TO: **Joe Valentine, City Manager**

FROM: **Matthew Baka, Senior Planner**

CC: **Jana Ecker, Planning Director**

Re: **Public Hearing to consider a Special Land Use Permit and Final Site Plan for All Seasons Senior Living at 820 E. Maple**

On January 12, 2015 the City Commission set a public hearing date for **February 9, 2015** to consider an application for a Special Land Use Permit ("SLUP") and Final Site Plan Review for All Seasons Senior Living at 820 E. Maple. The property is currently zoned O-2, Office-Commercial, and MU-5 and MU-3 in the Triangle Overlay District. All of these zoning districts permit food and drink establishments serving alcoholic liquors as a commercial permitted use requiring a Special Land Use Permit.

On May 10, 2010, the City Commission adopted ordinance amendments to Chapter 10, Alcoholic Liquors, and Chapter 126, Zoning, to permit the use of Economic Development Licenses in certain areas within the City. Two applications for Economic Development Licenses were previously approved for The Stand (formerly Zazios) and Triple Nickel (formerly Crush). The parcel known as 820 E. Maple is located in the areas identified allowing the use of Economic Development Licenses.

On December 10, 2014, the applicant obtained a recommendation of approval from the Planning Board on the Final Site Plan and Special Land Use Permit, with the condition that the applicant obtains a variance from the Board of Zoning Appeals to operate with a liquor license on the south portion of the property. The City Attorney has since ruled that no variance is necessary as the operation of an Economic Development liquor license is permitted anywhere on the parcel upon approval of a SLUP. Thus, the applicant now seeks to obtain approval from the City Commission for the Final Site Plan and Special Land Use Permit.

Please find attached a draft SLUP Resolution, as well as the staff report and relevant meeting minutes for your review.

SUGGESTED ACTION:

To APPROVE the application for a Special Land Use Permit and Final Site Plan for All Seasons Senior Living to permit the use of an Economic Development License for All Seasons at 820 E. Maple Avenue.

ALL SEASONS SENIOR LIVING
820 E. MAPLE
SPECIAL LAND USE PERMIT
2015

WHEREAS, Hospitality of Birmingham LLC filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a food and drink establishment in the O-2 zone district in accordance Article 2, Section 2.37 of Chapter 126, Zoning, of the City Code;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the south side of E. Maple;

WHEREAS, The land is zoned O-2, and is located within the Triangle Overlay District, which permits the operation of food and drink establishments serving alcoholic beverages with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The applicant submitted an application for a Special Land Use Permit and Final Site Plan for 820 E. Maple;

WHEREAS, The Planning Board on December 10, 2014 reviewed the application for a Special Land Use Permit and Final Site Plan and then recommended approval of the application with the condition that the applicant obtain a variance from the Board of Zoning Appeals to operate with a liquor license on the south portion of the property;

WHEREAS, The City Attorney has since ruled that no variance is necessary as the operation of an Economic Development liquor license is permitted anywhere on the parcel upon approval of a SLUP;

WHEREAS, The Birmingham City Commission has reviewed Hospitality of Birmingham LLC's Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Hospitality of Birmingham LLC's application for a Special Land Use Permit and Final Site Plan at 820 E. Maple is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

1. Hospitality of Birmingham LLC shall abide by all provisions of the Birmingham City Code; and

2. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, Hospitality of Birmingham LLC and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Hospitality of Birmingham LLC to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

MAY IT BE FURTHER RESOLVED that Hospitality of Birmingham LLC is recommended for the operation of a food and drink establishment serving alcoholic beverages on premises, subject to final inspection.

I, Laura M. Pierce, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on February 9, 2015.

_____

Laura M. Pierce, City Clerk

MEMORANDUM

Community Development

DATE: **December 3, 2014**

TO: **Planning Board members**

FROM: **Matthew Baka, Senior Planner**

SUBJECT: **Report for Final Site Plan Review & Special Land Use Permit**
820 E. Maple – All Seasons of Birmingham

Executive Summary

The subject site is located at 820 E. Maple, on the south side of Maple, on the southeast corner of Maple and Elm. The parcel is located in the Triangle District and zoned MU-5 in the front along Maple, and MU-3 in the rear adjacent to single family residential. The applicant, All Seasons of Birmingham, is seeking approval of an Economic Development Liquor License under Chapter 10, Alcoholic Liquors, of the City Code. Chapter 10 requires that the applicant obtain a Special Land Use Permit and approval from the City Commission to operate an establishment with an Economic Development License within the City of Birmingham. Accordingly, the applicant will be required to obtain a recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit, and then obtain approval from the City Commission for the Final Site Plan, Special Land Use Permit, and for the use of an Economic Development License.

1.0 Land Use and Zoning

1.1 Existing Land Use – Construction of a four story, mixed use building is in progress on the existing site. Previously the site contained an abandoned funeral home and a large surface parking area. Land uses surrounding the site are retail, commercial and single family residential to the rear.

1.2 Existing Zoning – The property is currently zoned MU-5 in the front along Maple, and MU-3 in the rear adjacent to single family residential in the Downtown Triangle District. The existing use and surrounding uses appear to conform to the permitted uses of each Zoning District.

1.3 Summary of Land Use and Zoning - The following chart summarizes existing land use and zoning adjacent to and/or in the vicinity of the subject site.

	North	South	East	West
Existing Land Use	Office/ Commercial	Office/ Single Family Residential	Office/ Commercial	Office
Existing Zoning District	O-2, Office Commercial	MU-3 and ASF-3	MU-3 & MU-5	MU-5
Downtown Overlay Zoning	D-2	N/A	N/A	N/A
Triangle Overlay District	N/A	MU-3 and ASF-3	MU-3 & MU-5	MU-5

1.4 Proposed Use – The proposed independent senior living units and live/work units within the building currently under construction are permitted in the Triangle Overlay District. The applicant was previously approved for a full service building, including the accessory uses such as a banking center, salon, cleaners, restaurant, bar, and gathering spaces.

At this time, the applicant is requesting approval of a SLUP to allow the use of an Economic Development Liquor License for the first floor food service uses, including the restaurant dining room, café and bar area, club dining, and a formal dining area and game room which will be in use only occasionally for specific events. Chapter 126, Article 3, section 3.04(C)(11) Building Use, states that:

> Establishments operating with a liquor license obtained under Chapter 10, Alcoholic Liquors, Article II, Division 3, Licenses for Economic Development, are permitted with a valid Special Land Use Permit only on those parcels on Woodward Avenue identified in Map 3.1.

The proposed location for the use of the Economic Development Liquor License at 820 E. Maple Avenue is on one of the parcels identified in Map 3.1 (see attached). However, only the northern portion of the property is located within the designated area identified in Map 3.1. The location of the food service areas where alcohol service is proposed is located on the southern portion of the property, which is not included in the area identified in Map 3.1. **Thus, the applicant will be required to move the areas dedicated to the service of alcohol to the northern portion of the property or obtain a variance from the Board of Zoning Appeals.**

2.0 Screening and Landscaping

3.1 Screening – No changes are proposed at this time.

3.2 Landscaping – No changes are proposed at this time.

3.0 Parking, Loading, Access, and Circulation

4.1 Parking – No changes are proposed at this time.

4.2 Loading – No changes are proposed at this time.

4.3 Vehicular Access & Circulation - Vehicular access to the building will not be altered.

4.4 Pedestrian Access & Circulation – No changes are proposed at this time.

4.5 Streetscape – No changes are proposed at this time.

4.0 Lighting

No changes are proposed at this time.

5.0 Departmental Reports

6.1 Engineering Division – No concerns were reported by the Engineering Division.

6.2 Department of Public Services – No concerns were reported from DPS.

6.3 Fire Department – The only comments provided by the Fire Dept. related to the request for a liquor license is that the proposed seating layout in the dining areas is acceptable.

6.4 Police Department - No concerns were reported from the Police Dept.

6.5 Building Division – No concerns were reported from the Building Division.

6.0 Design Review

No changes are proposed at this time to the exterior of the building. The Final Site Plan and Design for the All Seasons building was approved by the Planning Board on October 10, 2012 (see attached minutes).

7.0 Downtown Birmingham 2016 Overlay District

The site is not located within the Downtown Birmingham Overlay District.

8.0 Selection Criteria for Economic Development Licenses

As noted above, Article 3, section 3.04(C)(11) Building Use, of the Zoning Ordinance permits the use of Economic Development Licenses in the Overlay District on certain parcels, if approved as a SLUP by the City Commission. In determining whether to grant approval of a SLUP for an Economic Development License, Chapter 10, section 10-62 establishes the following criteria:

> **Selection criteria.** In addition to the usual factors and criteria used by the city commission for liquor license requests, including those listed in section 10-42, the commission shall consider the following non-exclusive list of criteria to assist in the determination of whether any economic development licenses should be approved:
>
> a) **Whether the amount of investment by the applicant in the proposed development involves a substantial investment in the City. The City deems mixed use, multi-story projects resulting in a 500% increase in assessed value post-development over the pre-development assessed value of the parcel, or a minimum investment of $10,000,000, whichever is less, to be a substantial investment in the City**. However, special circumstances may warrant flexibility on the minimum investment at the sole discretion of the City Commission.
> b) The applicant's **demonstrated ability to finance** the proposed project.
> c) The applicant's **track record with the city** including responding to city and/or citizen concerns.
> d) Whether the applicant has an **adequate site plan** to handle the proposed liquor license activities.
> e) Whether the applicant has **adequate health and sanitary facilities**.
> f) The **establishment's location in relation to the determined interest in development**.
> g) The **extent that the cuisine offered by applicant is represented in the city**.
> h) The **percentage of proceeds from the sale of food products as compared to the sale of alcoholic beverages**.
> i) Whether the applicant has **outstanding obligations to the city** (i.e. property taxes paid, utilities paid, etc.).

The selection criteria provided above must be considered to provide a recommendation to the City Commission as to whether or not to approve the operation of an Economic Development License at All Seasons of Birmingham.

As the chart below indicates, the mixed use, four-story building that is currently under construction has resulted in a 2468% increase in assessed value post-development over the pre-development assessed value of the parcel, and an investment of over $18,000,000 in the City.

The development of the All Seasons qualifies as a substantial investment in the City. In addition, the applicant has thus clearly met the requirement to clearly demonstrate an ability to finance the project, as the four story building is nearing completion and numerous leases have already been signed by future tenants.

The applicant has worked with the City to ensure that construction and staging have provided minimal impact on the surrounding streets and businesses. The applicant has been working with the City to address the issues and complaints that have arisen during construction.

The proposed All Seasons building was designed to accommodate the proposed food and liquor sales from the outset, and is adequate to handle such activities. The applicant has submitted two seating plans demonstrating typical and maximum seating for the various service areas on the first

Project and Property Address	Actual Dollars	State Equalized Value
Pre-Development Value (Land Only)	$759,934	$379,970
Investment in New Building	$18,000,000	$9,000,000
Total Post-Development Value (Building and Land)	$18,759,934	$9,379,970
Increase in Value	2468%	2468%

floor.

Plan A, as described by the applicant, demonstrates the seating layout for normal (non-event) operations. This layout shows seating in six (6) areas of the first floor including the dining room (62 seats), the café (26 seats), club dining and lounge (47) seats, the game room (16 seats), formal dining area (8 seats), and the Library (13 seats) for a total of 159 seats under “normal” operations.

Plan B illustrates the proposed layout for entertainment and grand/major events. In this scenario the living room would be filling arranged with 61 seats with the dining room and café being open with 88 additional seats for a total of 149 seats. The applicant also indicates that additional areas of the first floor would be open for 100-150 guests to stand/stroll.

Plan C illustrates the proposed seating for the roof top terrace of 52 seats.

The maximum occupancy of the food service areas in which alcohol will be served include 90 seats in the open dining area, 68 seats in the café area and bar, 17 seats in the formal dining room, 24

seating in the game room and 82 seats in the club dining area and lounge, for a maximum total of 281 seats on the first floor. **The numbers of seats listed on the plans do not coincide exactly with the number of seats shown on the plans. The applicant must determine the number of seats proposed and ensure all documents provide consistent information.**

Adequate health and sanitary facilities have been approved for the food and beverage area.

The proposed location for the use of the Economic Development Liquor License at 820 E. Maple Avenue is on one of the parcels identified in Map 3.1 (see attached). Thus, All Seasons is proposed within the area targeted for economic development by the City Commission, which includes parcels along Woodward Avenue and within the Triangle District. However, as noted above, only the northern portion of the property is located within the designated area identified in Map 3.1. The location of the food service areas where alcohol service is proposed is located on the southern portion of the property, which is not included in the area identified in Map 3.1. **Thus, the applicant will be required to move the areas dedicated to the service of alcohol to the northern portion of the property or obtain a variance from the Board of Zoning Appeals.**

The applicant has stated that All Seasons is proposing to serve a varied dining and meal service for its **residents and their guests only**. The applicant has advised that dining and bar areas will not be open to the general public. **A menu has been provided at this time regarding the type of food or beverages to be served, the variety of food to be offered and the times of the day it will be offered.**

The applicant has advised that the percentage of proceeds from the sale of food products as compared to the sale of alcoholic beverages is expected to be 90% food to 10% alcoholic beverages. The eating areas are designed to provide a "country club" lifestyle experience for residents.

The applicant does not have any outstanding obligations to the City.

The applicant will be required to provide a signed copy of the required contract with the City that must be fully executed upon approval of the SLUP and Economic Development license, in addition to obtaining a liquor license from the State. The applicant has advised that they have applied for an On Premise Redevelopment License with a Permit to allow Sunday am and pm sales as well as a Living Quarters Permit. The name of the entity that will hold the license, if issued, is proposed to be Hospitality of Birmingham, LLC, which is jointly owned by Samuel Beznos and Douglas Etkin.

9.0 Approval Criteria for Final Site Plan

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

(1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.

(2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.

(3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property not diminish the value thereof.

(4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.

(5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.

(6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

10.0 Approval Criteria for Special Land Use Permits

Article 07, section 7.34 of the Zoning Ordinance specifies the procedures and approval criteria for Special Land Use Permits. Use approval, site plan approval, and design review are the responsibilities of the City Commission. This section reads, in part:

> Prior to its consideration of a special land use application (SLUP) for an initial permit or an amendment to a permit, the **City Commission shall refer the site plan and the design to the Planning Board for its review and recommendation. After receiving the recommendation, the City Commission shall review the site plan and design of the buildings and uses proposed** for the site described in the application of amendment.
>
> The City Commission's approval of any special land use application or amendment pursuant to this section shall constitute approval of the site plan and design.

11.0 Suggested Action

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board RECOMMEND APPROVAL of the applicant's request for Final Site Plan and a SLUP to permit the use of an Economic Development License for All Seasons at 820 E. Maple Avenue with the following conditions;

1. The applicant obtains a variance from the Board of Zoning Appeals to operate with a liquor license on the south portion of the property;
2. The applicant submit revised seating plan that accurately display and list seating.

12.0 Sample Motion Language

Based on a review of the site plans submitted, the Planning Division recommends that the Planning Board RECOMMEND APPROVAL of the applicant's request for Final Site Plan and a

SLUP to permit a Economic Development License for All Seasons at 820 E. Maple Avenue with the following conditions;

1. The applicant obtains a variance from the Board of Zoning Appeals to operate with a liquor license on the south portion of the property;
2. The applicant submit revised seating plan that accurately display and list seating.

OR

Motion to recommend DENIAL of the Final Site Plan and SLUP to the City Commission for All Seasons at 820 E. Maple.

OR

Motion to recommend POSTPONEMENT of the Final Site Plan and SLUP to the City Commission for All Seasons at 820 E. Maple, with the following conditions:

1. _____

CONTRACT FOR USE OF A LIQUOR LICENSE
(ECONOMIC DEVELOPMENT)

This Contract is entered into this ____ day of _____, 2015, by and between **HOSPITALITY OF BIRMINGHAM, LLC**, whose address is 820 E. Maple Avenue, Birmingham, MI, (Licensee) and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 (City).

R E C I T A L S:

WHEREAS, Licensee wishes to purchase a Redevelopment On Premise liquor license from the State of Michigan for use at 820 E. Maple Avenue, Birmingham, Michigan (Property); and

WHEREAS, Licensee represents to the City that in connection with the aforementioned use that it will be making a capital investment in the location where the license is to be used in a mixed use, multi-story building that will result in a 500% increase in assessed value post-development over the pre-development assessed value of the parcel, or a minimum investment of $10,000,000, whichever is less and,

WHEREAS, local legislative approval is required by the **CITY OF BIRMINGHAM** for the use of a Redevelopment On Premise liquor license pursuant to MCLA §436.1501 of the Michigan Liquor Control Code of 1998; and

WHEREAS, Licensee desires to enter into this Contract as an inducement to the **CITY OF BIRMINGHAM** to approve the request of the aforementioned use of the liquor license; and,

WHEREAS, the **CITY OF BIRMINGHAM** is relying upon this Contract in giving its approval to the use of the on-premises licenses as described herein.

NOW, THEREFORE, the parties agree as follows:

1. Licensee shall be permitted to use its liquor license on the Property. Any transfer of the aforementioned license from the Property to any other location in the CITY OF BIRMINGHAM shall require the approval of the Birmingham City Commission in accordance with Section 10-63. In addition, any expansion of the building location at the Property shall also require the approval of the Birmingham City Commission.

2. Licensee further acknowledges that it must secure a special land use permit as required by the Birmingham City Code. It is further agreed that it shall comply with all provisions of the special land use permit, or any amendments thereto, as a condition of this contract. Licensee further acknowledges and agrees that a violation of any provision of the special land use permit is a violation of the terms of the contract entitling the City to exercise any or all of the remedies provided herein.

3. Licensee acknowledges that it may apply for entertainment, dance and additional bar permits from the Michigan Liquor Control Commission for use only on the premises described in its special land use permit. Licensee further agrees that it shall not apply or seek from the Michigan Liquor Control Commission any other permit endorsements to its liquor license whether available in

the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.

4. Licensee further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.

5. Licensee agrees that it shall adhere to all Federal, State and Local laws currently in effect or as subsequently amended or enacted.

6. Licensee agrees that its failure to follow any of the provisions herein shall be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the special land use permit, either of which would prohibit Licensee from operating its establishment. Licensee agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the special land use permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Licensee further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and/or revocation of the special land use permit, as well as enforcing such other rights as may be available at law or in equity.

7. To the fullest extent permitted by law, Licensee and any entity or person for whom Licensee is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Licensee's operation of its establishment at the Property.

8. In the event Licensee fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code.

9. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. The Licensee shall notify the City of any dispute it has arising out of this Contract and shall demand that the City elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The City shall make its election in writing within thirty (30) days from the receipt of such notice. If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the City fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

10. This Contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

11. If any provision of this contract is declared invalid, illegal or unenforceable, such provision shall be severed from this contract and all other provisions shall remain in full force and effect.

12. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY OF BIRMINGHAM and Licensee. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

By: _____

Its: _____

Date: _____

CITY OF BIRMINGHAM

By:_____
Stuart Lee Sherman, Mayor

Date: _____

By:_____
Larua Broski, Clerk

Date: _____

Planning Board Minutes
October 10, 2012

FINAL SITE PLAN REVIEW
820 E. Maple Rd.
All Seasons of Birmingham (formerly Hamilton Funeral Home)
To allow construction of a five-story/three-story independent senior living residence, including 123 apartments and 8 live/work units

Mr. Clein announced he will recuse himself from this hearing as he has in the past because his firm, Giffels Webster, has a contractual obligation with the entities involved in this project.

Ms. Ecker advised the subject site, 820 E. Maple Rd., is currently the site of the former Hamilton Funeral Home, and has a total land area of 1.84 acres. It is located on the southeast corner of E. Maple Rd. and Elm St. in the Triangle District. The applicant is proposing to demolish the existing buildings and surface parking lot to construct a 150,449 sq. ft., five-story building along E. Maple Rd., with a three-story section on the southern portion of the property. The building will provide independent senior living units, including 123 multiple family dwelling units, and 8 live/work units along E. Maple Rd.. Parking will be provided at grade behind and/or under the building along the southern property line. The applicant was required to prepare a Community Impact Study in accordance with Article 7, section 7.27(E) of the Zoning Ordinance, as they are proposing a new building containing more than 20,000 sq. ft. of gross floor area.

The applicant appeared at the July 11, 2012 Planning Board meeting and was granted approval of the CIS, but the application for preliminary site plan review was postponed. The applicant revised the proposed plans based on the comments of board members and was granted Preliminary Site Plan Approval with conditions on August 11, 2012.

With respect to the design review, most of the proposed materials and the design have remained consistent since the last time this project was reviewed by the Planning Board. However, since Preliminary Site Plan Review, the awnings over live/work units were changed from fabric to metal to provide a more commercial appearance, and the NW corner entry was recessed 3 ft. In addition, some areas of stone and brick on the previous design have been changed to metal panels, particularly on the top level. Ms. Ecker passed around material samples and colors.

At the July 11, 2012 Planning Board meeting and again at the August 11, 2012 Planning Board meeting, several board members suggested that the applicant consider changing the interior layout of the building to move the common areas to the front of the building to enhance the interaction of residents with street life. However, the applicant has not proposed any significant changes to the interior layout of the building at this time.

The Engineering Dept. has raised the issue that it appears the trash dumpster is about 2 ft. higher with the finished grade than the properties to the south. Therefore, even though a 6 ft. wall is proposed there, from the residential side it will appear to be 8 ft. high because of the change in grade.

In response to a question from Mr. Williams, Ms. Ecker stated the position of the City with respect to a recorded easement between the former property owner of the site and the adjoining property

owner, Mr. Howard Atesian. This is a private legal matter between the two parties and the City is not an involved party. Ms. Ecker went on to respond to another inquiry from Mr. Williams with respect to utilization of the alley. The City's position is that it is a public alley and all adjacent property owners are entitled to use the alley and it cannot be blocked because of the need for emergency access.

Ms. Lazar inquired about deliveries from Elm St. blocking the street, and Ms. Ecker answered that would not be permitted. Deliveries will be internal to the property.

Mr. Alex Bogaerts, architect for the petitioner, was present with Mr. Mark Abernatha from his office; along with Mr. Maurice Jerry Beznos and Mr. Douglas Etkin, developers of the facility. Mr. Bogaerts stated the barber shop and the bank within the building are intended to be only for the tenants.

Mr. Abernatha explained that the dumpster is screened on all sides and is in the best location possible. Pick-ups will be limited in terms of their frequency and time of day. They have tried to address the neighbors as much as possible. They feel that a pedestrian walkway running south through the parking lot under the building is not necessary because of the landscape and the way the parking has been assigned.

Mr. Bogaerts explained the intent is to give the building a light palette. They want the tenants to feel good and uplifted by their surroundings.

Chairman Boyle asked about proposed signage for the individual live/work units. Ms. Ecker advised that projecting signs will be mounted to the piers.

Mr. Beznos explained that live/work units will be occupied only by tenants of the building and not rented to other businesses. Leases will be for one year.

The chairman called for public comments at 8:25 p.m.

Mr. Howard Atesian, owner of the building to the east, said the easement area is 20 ft. and not 16 ft. as depicted on the plan, and it encompasses the area between his property line and where the subject building will be constructed. All of the proposed landscaping puts the taller landscaping up against his building. However, the court record shows a specific landscaping plan that has all of the large trees and shrubs against the applicant's building and the lower vegetation near his building. Chairman Boyle responded that he has been told by the city attorney that the matter of the easement will be dealt with outside of this Planning Board. Ms. Ecker added if the landscaping is altered, the applicants will have to come back to the Planning Board and/or the staff for administrative approval to amend the plan. Mr. Atesian said for the record that this plan is not according to the court order and he will pursue it beyond that.

Mr. Douglas Etkin, 327 N. Old Woodward Ave., went on the record to say they believe they are in compliance with the easement document and will deal with their neighbor in whatever format or forum that is necessary to work out any of their disagreements.

Mr. Rick Rattner, Attorney, 380 N. Old Woodward Ave., spoke to represent 219 Elm St. (Kelly Crossing, LLC), southwest of the subject parcel. He requested the board to consider certain issues

that would make life easier for the people in that area and to put the issues on record as a condition of the site plan:

During demolition and earthwork construction phase

1. Construction traffic must enter and exit from Maple Rd. only;
2. Install a "No Construction Traffic" sign at the Elm St. and alley entrances to the site.

During construction of building

1. Eliminate construction traffic in the public alley;
2. Install "No Construction Traffic" at the alley entrance on Elm St. and to the site;
3. Comply with all construction related City ordinances and regulations;
4. Purchase 14 Arborvitaes for installation on Kelly Crossing, LLC property along its easterly property line. Maintenance will be the sole responsibility of Kelly Crossing, LLC.

During the continuing operation of the site

1. Install permanent signs in the All Seasons parking lot giving notice that the alley exit is only for emergency use and directing vehicular traffic to exit via Elm St.;
2. Issue parking permits for staff and residents of the project;
3. Install signs in the All Seasons parking lot assigning parking areas;
4. Limit commercial truck deliveries to the site in the alley to food vendor delivery and garbage pickup only at the frequency of four trips/week each between 8 a.m. and 5 p.m.;
5. Require that residents of the live/work units shall be the only employees of such business and all live/work tenants must be residents of that live/work unit. Specify office uses only with limited hours of operation.

Other Conditions

1. Continue to allow parking in the alley;
2. Install a "No Stacking" sign at the Elm St. exit from the alley and in the alley.

Ms. Sharon Krindler, owner of the building at 200 Elm St., described the numerous parking problems in the area. She wishes the City would build a parking garage. People coming into the subject facility are going to require caregivers, therapists and all sorts of people that need to park. There just aren't enough parking spaces in the Triangle District.

It was concluded that the southern border of the alley is not marked. The City needs to designate the public space with striping, and also post signage that maintains an open alley at all times. Additionally, Chairman Boyle emphasized if the public has a concern about unloading on the street the City should erect a "No Unloading" sign.

Mr. Williams thought, and Chairman Boyle concurred, that more people in the neighborhood will try to park in the All Seasons lot than the reverse.

Mr. Douglas Etkin emphasized they are strongly opposed to anything past the construction period that the neighbors would like to impose on them. As relates to construction, they intend to be a good citizen. A good stepping off point for their responses will be to not regulate what happens on their property.

Chairman Boyle described how this development of housing for the elderly is very much in line with the goals of the community for the Triangle Area. The applicant has even gone so far as picking up the board's idea of incorporating mixed-use and he applauds them.

Motion by Mr. Williams
Seconded by Ms. Whipple-Boyce to approve the Final Site Plan and Design for 820 E. Maple Rd., All Seasons of Birmingham, subject to the following conditions:

1. **Applicant will be required to enter into a Streetscape Agreement with the City prior to construction;**
2. **The Planning Board specifically approves the use of non cut-off fixtures;**
3. **During demolition and earthwork construction the applicant provide that construction traffic enter and exit the site from Maple Rd. only;**
4. **During demolition and earthwork construction phase the applicant install a "No Construction Traffic" sign at the Elm St. and alley entrances to the site;**
5. **During construction of the building the applicant install a "No Construction Traffic" sign at the alley entrance on Elm St. to the site.**

Mr. Williams added for the record but not to be included in the motion that it is the understanding of the Planning Board that the applicant has agreed to purchase 14 Arborvitae trees for installation on Kelly Crossing, LLC's property in the existing planting strip along Kelly Crossing's easterly property line.

Chairman Boyle took discussion on the motion to the public at 9:03 p.m.

Mr. Mark Highlen with Maple-Elm Development Company, LLC brought up the point that during the post demolition and earthwork construction, restricting traffic from the alley would make the site virtually unbuildable. He asked that the motion be amended to minimize construction traffic through the alley.

Amended by Mr. Williams and accepted by Ms. Whipple-Boyce that item 5 should read:
During construction of the building the applicant endeavor to minimize construction traffic in the public alley to the maximum extent reasonably possible.

Motion carried, 4-0.

ROLLCALL VOTE
Yeas: Williams, Whipple-Boyce, Boyle, Lazar
Nays: None
Recused: Clein
Absent: DeWeese, Koseck

The board took a short recess at 9:12 p.m.

Planning Board Minutes
December 10, 2014

SPECIAL LAND USE PERMIT ("SLUP")
FINAL SITE PLAN REVIEW
820 E. Maple Rd.
All Seasons Senior Living
Request for Economic Development License (postponed from October 22, 2014)

Chairman Clein recused himself on this matter because of a business relationship with the applicant.

Mr. Williams took over as chairman for this application.

Ms. Ecker recalled that the application was missing a lot of detail last time. They have submitted a whole new package for this hearing. The city attorney has recommended that the applicant apply for a use variance based on the location of the license portion of the establishment on the southern portion of the property,

Mr. Baka explained the subject site is located on the south side of Maple Rd., on the southeast corner of Maple Rd. and Elm. The parcel is located in the Triangle District and zoned MU-5 in the front along Maple Rd., and MU-3 in the rear adjacent to single-family residential. Ms. Ecker added that at the time the Planning Board and the City Commission decided to draw the Economic Development License at the same location as the MU-5 designation. Mr. DeWeese commented this is a City imposed technicality because in spirit the applicant is fully meeting the requirements for an Economic Development License.

All Seasons of Birmingham is seeking approval of an Economic Development Liquor License under Chapter 10, Alcoholic Liquors, of the City Code. Chapter 10 requires that the applicant obtain a SLUP and approval from the City Commission to operate an establishment with an Economic Development License within the City of Birmingham. Accordingly, the applicant will be required to obtain a recommendation from the Planning Board on the Final Site Plan and SLUP, and then obtain approval from the City Commission for the Final Site Plan, Special Land Use Permit, and for the use of an Economic Development License.

The proposed location of the food service areas where alcohol service is proposed is almost entirely on the southern portion of the property, which is outside of the Economic Development License map. ***Thus, the applicant will be required to move the areas dedicated to the service of alcohol to the northern portion of the property or obtain a variance from the Board of Zoning Appeals.***

The food service areas in which alcohol will be served include the open dining area, the café area and bar, the formal dining room, the game room and the club dining area and lounge. The eating areas are designed to provide a "country club" lifestyle experience for residents.

Mr. Seth Tompkins, Attorney for the applicant, was present with Mr. Bob Goyette, Executive Vice-President of the All Seasons Facilities. Mr. Tompkins provided the correct number of seats in the

dining areas: Dining Room, 62; Cafe, 26; Living Room, 55. If they located the dining area where it is zoned for an Economic Development License, they wouldn't be able to have storefronts and office space on E. Maple Rd.

There were no comments from the public at 8:55 p.m.

Motion by Mr. DeWeese
Seconded by Ms. Whipple-Boyce to recommend approval of the applicant's request for Final Site Plan and SLUP to permit an Economic License for All Seasons at 820 E. Maple Rd. with the following condition:
The applicant obtains a variance from the Board of Zoning Appeals to operate with a liquor license on the south portion of the property.

There was no discussion from the audience at 8:57 p.m.

Motion carried, 5-0.

ROLLCALL VOTE
Yeas: DeWeese, Whipple-Boyce, Jeffares, Koseck, Williams
Nays: None
Recused: Clein
Absent: Lazar

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December 1, 2014

(Via email - jecker@bhamgov.org)

Jana L. Ecker
Planning Director
City of Birmingham
151 Martin Street, Birmingham, MI 48009

Re: Amendment to City of Birmingham Application for MLCC Economic Redevelopment Liquor License

Dear Jana:

The purpose of this correspondence is to amend the pending application of Hospitality of Birmingham LLC ("Hospitality of Birmingham") for the City of Birmingham's approval for an MLCC Economic Redevelopment Class C liquor license (the "Liquor License") to be utilized at the All Season of Birmingham apartment building ("All Seasons") presently being constructed at 820 E. Maple Road, in the City of Birmingham (the "Premises").

It is important to note that the application is made by Hospitality of Birmingham, a related entity to the owner/developer of real estate, Maple Elm Development Company LLC ("Maple Elm Development"). Hospitality of Birmingham has possession and control of the Premises through a Property Lease entered into by and between it and Maple Elm Development for the entire premises, including all common areas, but not including the individual private residence/apartments (**See Property Lease, Exhibit A**). All Seasons are luxury independent senior living apartments that provide a host of amenities, including an in-house dining and meal program for its residents. The dining rooms are richly appointed and the property's chef prepares a variety of menu options that frequently changes. (**See October 2014 Menus from All Seasons of West Bloomfield, Exhibit B**).

The proposed use of the Liquor License will be to cater to the request of the All Seasons residents, and their guests, during meals. However, All Seasons will also have occasional musicians, entertainers, dances, banquets and private parties for its residents for which it would also utilize the Liquor License. (**See Photos of Events from All Seasons of West Bloomfield,**

Exhibit C). As a result of the anticipated use, Hospitality of Birmingham requests a dance and entertainment permit.

While the primary use of the Liquor License would be in the Dining Room and the Cafe, the Liquor License would also be utilized throughout the Premises, including the rooms designated as Club Dining, Club Lounge, Game Room, Formal Dining, Library, Living Room, Cafe, Rooftop Deck and Conservatory. Several seating and bar configurations have been provided for your review and approval. (**See Alternate Floor Plans, Exhibit D**).

The first floor plan (Floor Plan A), illustrates a seating layout for normal (non-event) operations at the All Seasons. On this plan, it shows that under normal (non-event) operations, a permanent service bar is located in the Cafe and Kitchen (drink station area) that can service all common areas to include the Cafe (31 seats), Dining Room (60 seats), Club Dining / Club Lounge (47 seats) and Formal Dining (8 seats) rooms. Under normal (non-event) operations, it is not likely that liquor would be served in other common areas other than the ones aforementioned.

The second floor plan (Floor Plan B) illustrates scenarios of events (a typical resident entertainment event and a major / grand event). Under a typical resident entertainment event, the Living Room will be filled with seating (61 seats) and could be serviced by either the permanent bar in the bistro or a temporary service bar outside of the billiards area. For a grand / major event (such as an open house or a yearly anniversary party), the living room would still be set up with 61 seats but it is likely that the bistro and the main dining room would be fully occupied as well for a total of 152 seats (and an additional, approximate 100-150 other guests standing and strolling throughout common areas). In this scenario it is likely that the main dining room would be serviced by a temporary service bar in the Demo Kitchen area, the Cafe would be serviced by the permanent service bar in the Cafe and the Living Room serviced by either the permanent service bar in the Cafe or a temporary service bar in the billiards area. Also, on the second floor plan, it shows a temporary service bar in the Formal Dining room. This can be used at private parities which could occur on a daily basis.

Lastly, the third floor plan (Floor Plan C) shows the 4th floor conservatory and the rooftop terrace. This space can also be used for resident events and so a mobile bar is likely to be used during those times. The number of seating in this area will be approximately 52.

In summary, Hospitality of Birmingham requests five (5) additional bar permits to accommodate the two (2) permanent service bars and four (4) temporary service bars:

- The first permanent service bar will be located in the kitchen will be used primarily to serve drinks at dinner in the club dining, club lounge and main dining area (107 seats). All Seasons includes breakfast and dinner as part of the monthly rental fee and also serves lunch to those residents who choose to purchase a 3rd meal.

- The second permanent service bar in the Cafe will be used for normal Cafe operations (31 seats). Normal Cafe operations may include small events such as happy hours, coffee socials etc. on a daily basis at predetermined times by management.

- A temporary service bar may be set up on a daily basis in the private dining room to service private dining events (8 seats).

- A second temporary service bar may be set up during events on the rooftop terrace / conservatory (52 seats). Events can include happy hours, social gatherings and could occur on a daily basis at predetermined times by management.

- For resident entertainment events, a third temporary service bar may be set up outside the billiards area to service the seating in the living room (61 seats). Resident events such as this can be scheduled for as many as 4-6 times per month.

- For a grand / major event, temporary service bars may be set up both in the main dining room (fourth temporary service bar location) as well as outside of the billiards room for a total of 152 seats (this includes bistro seating - therefore the bistro permanent bar could always be a substitute for one of the temporary bars at the discretion of management). Also, during grand/major events, an additional, approximate 100-150 guests standing and strolling throughout common areas is likely. Grand / major events are usually limited to 1-2 times per year.

As we have previously discussed, Hospitality of Birmingham and Maple Elm Development have been made aware that there is an issue relating to the Special Land Use Permit availability to the south half of the Premises, and Hospitality and Maple Elm Development are willing to request a specific variance from the Board of Zoning Appeals to address that issue. That being the case, Hospitality of Birmingham respectfully requests that the Planning Board of the City of Birmingham provide an approval to its request conditioned upon the Board of Zoning Appeal providing a specific variance to address the Special Land Use Permit restriction presently imposed on a portion of the Premises.

Please contact me to discuss anything relating to this application. I can be reached via cell phone at 248-320-9972.

Very truly yours,

SULLIVAN, WARD,
ASHER & PATTON, P.C.

Seth P. Tompkins

SPT:atb
Attachments

/1551974

EXHIBIT A

PROPERTY LEASE

RECITALS

Whereas, Tenant, as that term is defined herein, has (or will acquire) the rights to operate a Michigan Liquor Control Commission ("MLCC") Economic Redevelopment Class C licensed business at the Premises, as that term is defined herein;

Whereas, the Landlord and Tenant are mutually desirous of entering into a lease agreement pursuant to the terms set forth herein.

Now therefore, this lease agreement (this "Lease") is made effective November 1, 2014, between Maple Elm Development Company LLC, a Michigan limited liability company (the "Landlord") and Hospitality of Birmingham LLC, a Michigan limited liability company (the "Tenant") and the parties agree as follows:

(1) DESCRIPTION

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant the premises situated at 820 E. Maple Road, Birmingham, Michigan, including all common areas, but not including the individual private residence apartments contained therein (the "Premises").

Upon the execution of this lease agreement, any other lease agreements which may be in effect between Landlord and Tenant shall be extinguished, with no liability upon either party, and only the obligations set forth in this lease agreement shall remain.

(2) TERM RENT

The term shall begin on November 1, 2014 and will end on October 31, 2034, rent shall be assessed at a rate of Five Hundred and 00/100 Dollars ($500.00) per month.

(3) DEFAULT

If Tenant shall default in any payment other than rent required to be paid by Tenant under the terms hereof, Landlord may make such payment, in which event the amount thereof shall be payable as rental to Landlord by Tenant on the next day together with interest at 10% per annum from the date of such payment by Landlord and on default in such payment Landlord shall have the same remedies as on default in payment of rent.

(4) ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease or mortgage or sublet any portion of the premises without written consent of Landlord. Any such assignment, mortgage or subletting without consent shall

be void and shall give Landlord the right to terminate this lease and reenter and possess the leased premises.

(5) TAXES

In addition to rent to be paid, Tenant shall pay Owner or Owners authorized agent, the portion of the property taxes assessed against the leased premises by the local taxing authorities. Tenant shall be responsible for any increase over and above 2011 tax base year. Owner shall present an annual statement to Tenant enumerating the property tax against the leased premises, which shall be paid by Tenant to Owner within thirty (30) days of transmittal. Failure of Tenant to honor and remit payment within 30 days shall be a breach of contract of the lease agreement, which will entitle Owner to seek repossession by summary proceedings, as well as money damages.

(6) BANKRUPTCY AND INSOLVENCY

Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if Tenant shall be declared bankrupt or insolvent or any receiver be appointed for the business and property of Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then this lease may be canceled at the option to the Landlord, unless adequate assurance of performance is provided by Tenant to Landlord 's satisfaction, and affirmation is in strict conformance with the Federal Bankruptcy Code.

(7) RIGHT TO MORTGAGE

Owner reserves the right to subordinate this lease to the lien of any mortgage or mortgages now or hereafter placed upon Owners interest in the premises and on the land and buildings of which the premises are a part upon any buildings hereafter placed upon the land of which the leased premises form a part. Tenant covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages and hereby irrevocably appoint Owner the attorney-in-fact of Tenant to execute and deliver any such instrument or instruments in the name of Tenant. If Tenant is not in default under this lease, the foreclosure of a mortgage given by the Owner shall not affect the Tenant's rights under this lease.

(8) USE AND OCCUPANCY

The premises shall be used and occupied for restaurant, banquet and hospitality services, particularly catering to the residents of the private apartments and their guests, and for no other purpose without the written consent of Landlord and Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation or which will increase the existing rate of insurance upon the property or cause cancellation of insurance covering the property. On any breach of this agreement Landlord shall have the option, upon written notification to Tenant, to terminate this lease forthwith and reenter and repossess the leased premises.

(9) INSURANCE

Tenant, at Tenant's expense, shall maintain public liability insurance including bodily injury and property damage insuring Tenant and Landlord with minimum coverage as agreed to by the parties.

Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as additional insured. The Certificate shall provide for a thirty-day written notice to Landlord in the event of cancellation or material change of coverage. Tenant shall also maintain business interruption coverage during the term of this lease.

Tenant agrees to pay as additional rent any increase in premiums for insurance that are charged during the term of this lease on the amount of insurance now carried by Landlord related to the premises and improvements thereon, resulting from the activities of Tenant or others on the premises during the term.

To the maximum extent permitted by insurance policies, which may be owned by Landlord or Tenant, Tenant and Landlord, for the benefit of each other, waive any and all rights of subrogation, which might otherwise exist.

(10) TENANT TO INDEMNIFY

Tenant agrees to indemnify, represent, defend and hold harmless the Landlord from any liability for damages to any person or property in, on or about said leased premises from any cause, unless said damages are caused by Landlord or its agent.

(11) REPAIRS AND ALTERATIONS/CARE OF PREMISES

Tenant will, at Tenant's expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements, fire, explosion or other casualty excepted. Tenant shall not make any alterations, additions or improvements to the premises without Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of Tenant, shall be the property of Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease.

Tenant shall at no time have any constructions or mechanics lien's placed on the building. Tenant can not at any time represent the Landlord as "agent /owner of the building" for any work in leased area after which prior written consent by Landlord has been authorized. Tenant shall at no time employ any contractor or worker to repair or improve the premises without Landlord's prior written approval, which shall be reasonable and expeditious. Furthermore, even with Landlord's approval, any contractor or worker to repair or improve the premises must execute a waiver of any and all lien rights that would be available in the case of nonpayment.

Tenant covenants and agrees that if the demised premises consist of only a part of a structure owned or controlled by Landlord, Landlord may enter the demised premises at reasonable times and install or repair pipes, wires, and other appliances or make any repairs deemed by Landlord essential to the use and occupancy of the other parts of Landlord's building.

Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises under Tenant's control (including adjoining drives, streets, alleys or yard) clean and free from rubbish, snow and ice at all times. If Tenant shall not comply with these provisions, Landlord may enter upon said premises and have rubbish, dirt and ashes removed and the side walks cleaned, in which event Tenant agrees to pay all charges that Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning walks. Said charges shall be paid to Landlord by Tenant as soon as the bill is presented and Landlord shall have the same remedy as is provided in Paragraph 3 of this lease in the event of Tenant's failure to pay.

The Tenant shall at Tenant's own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same. Tenant agrees that it, nor any agents or assignees, will not use any type of fireworks or open flame for any reason on the premises without permission from the Fire Marshall, or an agent thereof.

(12) EMINENT DOMAIN

If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation, this lease shall, as to the part taken, terminate as of the date the condemner acquires possession, and thereafter Tenant shall be required to pay such proportion of the rent for the remaining terms as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided however, that Landlord may at Landlord's option, terminate this lease as of the date the condemner acquires possession. In the event that the demised premises are condemned in whole or that such portion is condemned that the remainder is not susceptible for use hereunder, this lease shall terminate upon the date upon which the condemner acquires possession. All sums which may be payable on account of any condemnation shall belong to Landlord, Tenant shall not be entitled to any pat thereof except any amount awarded to Tenant for Tenant's trade fixtures or moving expenses.

(13) CONDITION OF PREMISES

Tenant acknowledges that Tenant has examined the leased premises prior to the making of this lease, and know the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by Landlord, or Landlord's agent, which are not herein expressed, and Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease (AS IS).

If there is any damage or loss to the premises that is covered by Landlord or Tenant's insurance, then the damage shall be repaired from insurance proceeds. In the event that there is damage or loss that is not protected by either party's insurance coverage, the Tenant shall be responsible for all areas of the premises that are actually occupied by the Tenant. In the event that there is damage or loss that is not protected by either party's insurance coverage, Landlord shall be responsible for repairing all structural and unoccupied space, including but not limited to in-wall water, gas, sewer or steam pipes.

(14) RE-RENTING

Tenant hereby agrees that for a period commencing 90 days prior to the termination of this lease, Landlord may show the premises to prospective purchasers or tenants, and 60 days prior to the termination of this lease, may display in and about said premises and in the windows thereof, the usual "TO RENT" or "FOR SALE" signs.

(15) HOLDING OVER

It is hereby agreed that if Tenant holds over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary at the rate of 1- 1/2 times the normal rent.

(16) GAS, WATER, HEAT & ELECTRICITY

Tenant shall promptly pay all charges made against the leased premises for gas, water and electricity during continuance of this lease, as the charges become due. Tenant needs to have utility bills placed in their name to also include water affidavit form to be returned to Landlord on or before the execution of this lease.

(17) ACCESS TO PREMISES

Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. Landlord shall give notice to Tenant and Tenant may be present during inspection of premises at any time when the business is closed to the public. When the business is open to the public, Landlord may enter the premises without notice to Tenant. If landlord deems any repair necessary Landlord may demand that Tenant make them and if Tenant refuses or neglects to commence such repairs and complete them with reasonable dispatch Landlord may make such repairs or cause them to be made and shall not be responsible to tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if Landlord makes such repairs or causes them to be made Tenant agrees that Tenant will forwith on demand pay to Landlord the cost thereof with interest 18% per annum, and if Tenant shall make default in such payment the Landlord shall have the remedies provided in Paragraph 3 hereof.

(18) RE-ENTRY

In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if the leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to reenter into, repossess the said premises and the tenant and each and every occupant to remove and put out.

(19) QUIET ENJOYMENT

Landlord covenants that Tenant, on payment of all rent due and performing all the covenants herein, shall and may peacefully and quietly have, hold and enjoy the demised premises for the term.

(20) EXPENSES/DAMAGES/RE-ENTRY

If Landlord shall, during the period covered by this lease, obtain possession of the premises by reentry, summary proceedings, or otherwise, Tenant hereby agrees to pay Landlord the expense incurred in obtaining possession of the premises, and also all expenses and commissions which may be paid for the letting of the premises, and all other damages.

(21) REMEDIES NOT EXCLUSIVE

It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

(22) WAIVER

One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

(23) DELAY OF POSSESSION

If Landlord is unable to deliver possession of the premises at the commencement thereof, Landlord shall not be liable for any damage caused thereby, nor shall this lease be void or avoidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this lease if not delivered within 30 days of the commencement of the term hereof.

(24) NOTICES

Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid or to Landlord, at 1650 Merriweather Dr. Troy, Mi. 48085 or at such other place as may be designated by the parties from time to time.

(25) HAZARDOUS SUBSTANCES

Tenant shall not use, store, or dispose of any hazardous substance upon the premises, except use and storage of such substances if they are customarily used in Tenant's business, and such use and storage complies with all environmental laws and regulations. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any federal or state environmental laws or local regulations or ordinances applicable to the property.

(26) SURRENDER OF THE PREMISES

Surrender of the premises, Tenant shall surrender the premises to the Landlord when the lease expires, broom cleaned, and in the same condition as on the commencement date, except for normal wear and tear.

(27) ONLY AGREEMENT

This lease shall supersede all prior leases relating to the premises described herein.

(28) PAYMENT OF SALES TAX AND EMPLOYMENT TAXES

Tenant shall pay all employment taxes and sales tax for the business to be operated on the premises. Tenant will provide written verification of payment of these taxes to Landlord quarterly throughout the term of the lease.

(29) LIQUOR LICENSE

Tenant agrees that the liquor license shall remain at the Premises during the term of this Lease, subject to MLCC approval.

(30) SALE OF BUSINESS

Tenant shall have the right to sell or otherwise convey the business located on the premises upon written approval by Landlord. Landlord agrees to approve any prospective purchaser if reasonable under the circumstances. Landlord may request documentation from a prospective purchaser regarding the issues of finances, experience and character. Failure of a prospective purchaser to provide the requested documentation will allow Landlord to reasonably disapprove of the prospective buyer. In the event that Landlord objects to any potential buyer, he shall indicate in writing the reasons for the objection and provide a copy to Tenant.

If Tenant sells or otherwise conveys the business located on the leased premises, the new buyer shall maintain the liquor license at the leased premises.

(31) BROKERS

Both Landlord and Tenant agree that there are no real estate brokers involved in this lease and no commissions are due from either side to any third parties.

(32) ACCELERATION

Should Tenant fail to perform under this lease or any part thereof, Landlord immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant shall be removed. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this contract, shall be served on Tenant, as provided by statute, prior to institution of any proceedings to recover possession of the land.

If proceedings are taken to enforce this contract by equitable action, after purchaser shall have been in default for a period of forty-five (45) days or more, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.

(33) TERMINATION OF AGREEMENT

The terms and conditions of this Agreement shall supersede any prior agreement that may have been executed regarding the leased premises. In the event that this Agreement is terminated for any reason, including but not limited to default of Tenant, any prior agreement covering the leased premises, which has not terminated or expired, shall be deemed valid and enforceable.

Notwithstanding anything set forth herein to the contrary, this Lease shall terminate immediately in the event the MLCC denies the transfer of the application of the License from the Tenant to the Buyer.

The covenants, conditions and agreements herein are binding on the heirs, successors, representatives and assigns of the parties hereto.\

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

Maple Elm Development Company LLC

_____

By: MARK STURING,
AUTHORIZED SIGNATORY

TENANT:

Hospitality of Birmingham LLC

_____

By: MARK STURING,
AUTHORIZED SIGNATORY

EXHIBIT B

all seasons
OF WEST BLOOMFIELD

Wednesday, 01 October 2014

Appetizers

Soups *~ sweet potato (V, GF) and leek (V, GF)*

~ Please choose one below ~

Caesar Salad *~ chopped romaine with parmesan cheese & croutons with Caesar dressing (GF & V available)*

Beet Salad *~ beets with celery and vinegar and oil dressing (V, GF)*

Today's Special

Pepata di cozze *~ mussels with white wine, garlic, parsley, olive oil and lemon*

Entrees ~ (half portions on request)

Beef Stir Fry *~ with vegetables, beansprouts, Asian spices and rice*

Baked Mahi Mahi *~ baked mahi mahi with a pineapple salsa (GF)*

Butternut Squash Ravioli *~ tossed with pesto (V)*

Tuna Salad *~ Tuna salad with hard-boiled egg (V & GF available)*

Additional Meats *~ kosher hotdog, turkey burger, chicken breast, beef burger or portabella & swiss burger*

Additional Fish *~ whitefish, cod, salmon (GF available)*

Sweet potato, baked potato, wild rice
cauliflower cheese, roast carrots, peas

V: Vegetarian GF: Gluten Free

**consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts

(please choose one fruit or one dessert only)

cream cheese cake

*Ask your server for tonight's pie choices – **sugar free always available***

***sugar free** raspberry jell-o*

fruit cocktail

Berries

cookie selection

whole fresh fruit (one selection only)
Grapes, red and green apples, oranges, bananas

daily selection of ice creams
***sugar free** vanilla*
***low fat** frozen yogurt*

***sugar free** or regular chocolate syrup*
caramel syrup
raspberry syrup
chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Thursday 2nd October 2014

Appetizers

Soups *~ Celery and Blue Cheese soup* **(V, GF)** *Mushroom soup* **(V, GF)**

~ Please choose one below ~

Caesar Salad *~ Chopped Romaine with parmesan cheese and croutons with Caesar dressing*

(GF $ V available)

Beet Salad ~ beets with celery and vinegar and oil dressing (V, GF)

Today's Special

Hungarian Beef goulash *~ onions, peppers, garlic, paprika with sour cream*

Entrees ~ (half portions on request)

Meatballs and spaghetti *~ meatballs in a tomato and basil sauce with spaghetti* **(GF available)**

Baked Whitefish *~ baked whitefish with sweet potato puree* **(GF)**

Butternut squash ravioli *~ tossed with pesto* **(V)**

Tuna salad *~ Tuna salad with hard boiled egg*

(V & GF available)

Additional Meats *~ kosher hotdog, turkey burger, chicken breast, beef burger or portabella & swiss burger*

Additional Fish *~ Mahi Mahi, cod, salmon* **(GF available)**

Sweet potato, Scalloped potatoes, wild rice
Green bean casserole, roast carrots, peas
V: Vegetarian GF: Gluten Free
**consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts (please choose one fruit or one dessert only)

Cream cheesecake

*Ask your server for tonight's additional pie choices – **sugar free always available***

***sugar free** raspberry jell-o*

fruit cocktail

Berries

cookie selection

whole fresh fruit (one selection only)
Grapes, red and green apples, oranges, bananas

daily selection of ice creams

***sugar free** vanilla*

***low fat** frozen yogurt*

***sugar free** or regular chocolate syrup*

caramel syrup
raspberry syrup
chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Friday 3rd October 2014

Appetizers

Soups *~ Chicken soup* **(V, GF)** *Sweet potato soup* **(V, GF)**

~ Please choose one below ~

Caesar Salad *~ Chopped Romaine with parmesan cheese and croutons with Caesar dressing*

(GF, V available)

Waldorf salad *– romaine lettuce, apples, celery and grapes tossed in mayonnaise and sour cream dressing with chopped nuts* ***(V, GF)***

Today's Special

Braised Short ribs *~ with candied beets and butternut squash*

Entrees ~ (half portions on request)

Meatballs and spaghetti *~ meatballs in a tomato and basil sauce with spaghetti* **(GF available)**

Roast chicken *~ choice of thigh or breast with paprika and garlic rub* **(GF)**

Deep fried cod *~ Atlantic cod in batter with regular or sweet potato fries* **(GF)**

Baked cheese ravioli *~ with spinach and tomato sauce* **(V)**

Cheese plate *~ brie, gorgonzola, port salut with crackers, olives, cranberry sauce, grapes*

(V & GF available)

Additional Meats *~ kosher hotdog, turkey burger, chicken breast, beef burger or portabella & Swiss burger*

Additional Fish *~ Mahi Mahi, Whitefish, salmon* **(GF available)**

Sweet potato, baked potatoes, wild rice
Green beans, roast carrots, peas
V: Vegetarian GF: Gluten Free

**consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts (please choose one fruit or one dessert only)

Tiramisu cake

*Ask your server for tonight's additional pie choices – **sugar free always available***

***Sugar free** raspberry Jell-O*

Fruit cocktail

Strawberries

Cookie selection

Whole fresh fruit (one selection only)
Grapes, red and green apples, oranges, bananas

Daily selection of ice creams

***Sugar free** vanilla*

***Low fat** frozen yogurt*

***Sugar free** or regular chocolate syrup*

Caramel syrup
Raspberry syrup
Chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Saturday 4th October 2014

Appetizers

Soups *~ Chicken Noodle soup Sweetcorn chowder* **(V, GF)**

~ Please choose one below ~

Caesar Salad *~ Chopped Romaine with parmesan cheese and croutons with Caesar dressing*

(GF, V available)

Waldorf salad *– romaine lettuce, apples, celery and grapes tossed in mayonnaise and sour cream dressing with chopped nuts* ***(V, GF)***

Today's Special

Chargrilled lamb chops *~ 3 lamb chops with caramelised onions and peppers* **(GF)**

Entrees ~ (half portions on request)

Chicken tenderloins *~ tenderloins with paprika, garlic, mushrooms and white wine* **(GF)**

Trio of fish *~ Pan fried Cod and mahi mahi with mussels, onions, white wine, garlic and lemon served with angel hair*

Baked cheese and onion quiche ~ (V)

Cheese plate *~ brie, gorgonzola, port salut with crackers, olives, cranberry sauce, grapes*

(V & GF available)

Additional Meats *~ kosher hotdog, turkey burger, chicken breast, beef burger or portabella & Swiss burger*

Additional Fish *~ Mahi Mahi, Whitefish, salmon* **(GF available)**

Sweet potato, baked potatoes, wild rice
Green beans, roast carrots, peas
V: Vegetarian GF: Gluten Free
**consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts (please choose one fruit or one dessert only)

Coconut cake

*Ask your server for tonight's additional pie choices – **sugar free always available***

***Sugar free** raspberry Jell-O*

Fruit cocktail

Strawberries

Cookie selection

Whole fresh fruit (one selection only)
Grapes, red and green apples, oranges, bananas

Daily selection of ice creams

***Sugar free** vanilla*

***Low fat** frozen yogurt*

***Sugar free** or regular chocolate syrup*

Caramel syrup
Raspberry syrup
Chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Sunday, 5 October 2014

~ Appetizers ~

Sweetcorn chowder (V, GF)

House Salad *~ chopped romaine with tomato, cucumber, chickpeas and red onion (V, GF)*

Caesar Salad *~ chopped romaine creamy dressing and croutons (GF, V Available)*

~ Entrees ~

Lamb Chops
With mushrooms, broccoli and whipped potato (GF)

Baked Salmon or Whitefish (GF)
With lemon and served with whipped potato and broccoli

Quiche
Cheese and onion quiche with whipped potato and broccoli (V)

Additional Meats *~ hotdog, turkey burger, chicken breast, beef burger, Portabella & Swiss cheeseburger (V) (GF)*

V: Vegetarian GF: Gluten Free

**consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase our risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts

Coconut cake

*Ask your server for tonight's pie choices – **sugar free always available***

***Sugar free** raspberry Jell-O*

Fruit cocktail

Strawberries

Cookie selection

Whole fresh fruit
Cantaloupe, red and green apples, oranges,
Daily selection of ice creams

***Sugar free** vanilla*

***Low fat** frozen yogurt*
***Sugar free** or regular chocolate syrup*
Caramel syrup
Raspberry syrup
Chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Monday 6th October 2014

Appetizers

Soups *~ Pea Soup or Sweet potato Soup* **(V, GF)**

~ Please choose one below ~

Caesar Salad *~ Chopped Romaine with parmesan cheese and croutons with Caesar dressing* **(GF, V available)**

Authentic Greek – *cucumber, tomato, Kalamata olives, feta cheese and red onion drizzled with olive oil* **(V,GF)**

Today's Special

Veal Stew *~ Diced veal with peppers and onions in a paprika sauce* **(GF)**

Entrees ~ (half portions on request)

Chicken Stir fry *~ Stir fried chicken with vegetables and beansprouts in an oyster sauce with egg fried rice* **(GF)**

White fish *~ Baked whitefish with sweet potato puree, spinach and mussels* **(GF)**

Cous cous and quinoa *~ braised with orange and cilantro with zuchinni and chickpeas* **(V)**

Dairy platter *~ plain or scooped bagel with fine sliced lox, tuna fish salad, egg salad, along with sliced cucumber, red onion, tomato and capers* **(V & GF available)**

Additional Meats *~ kosher hotdog, turkey burger, chicken breast, beef burger or portabella & swiss burger*

Additional Fish *~ Mahi Mahi, Cod, salmon* **(GF available)**

Sweet potato, Whipped potatoes, wild rice
Green beans, roast carrots, Sweetcorn
V: Vegetarian GF: Gluten Free
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all seasons
OF WEST BLOOMFIELD

Desserts (please choose one fruit or one dessert only)

Strawberry shortcake

*Ask your server for tonight's additional pie choices – **sugar free always available***

***sugar free** raspberry jell-o*

fruit cocktail

Strawberries

cookie selection

whole fresh fruit (one selection only)
Canteloupe melon, Grapes, red and green apples, oranges, bananas

daily selection of ice creams

***sugar free** vanilla*

***low fat** frozen yogurt*

***sugar free** or regular chocolate syrup*

caramel syrup
raspberry syrup
chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Tuesday, 7 October 2014

Appetizers

Asparagus soup or tomato soup (V, GF)

~ Please choose one below ~

Caesar Salad *~ chopped romaine with parmesan cheese & croutons with Caesar dressing (GF, V available)*

House Salad *~ chopped romaine with tomato, cucumber, chickpeas and red onion (GF)*

Today's Special

Chargrilled Chicken *~ served with angel hair pasta and optional Alfredo sauce (GF)*

Entrees ~ (half portions on request)

Cod *~ Atlantic cod with a parmesan cheese and herb crust (GF)*

Beef Lasagne *~ layered pasta with meat sauce and ricotta (GF)*

Roast Portabella *~ with sautéed peppers, zucchini, green onions, squash in a basil oil (V)*

Maurice Salad *– strips of ham, turkey, Swiss cheese, sweet gherkin, lettuce dressed with pimento*

Stuffed olives and dressing (GF)

Additional Meats *~ kosher hotdog, turkey burger*, chicken breast, beef burger or portabella & Swiss burger*

Additional Fish *~ Mahi Mahi, whitefish, salmon* (GF available)*

Sweet potato, sliced potatoes and onions cooked in broth, wild rice
Asparagus, roast carrots, peas

V: Vegetarian GF: Gluten Free

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all seasons
OF WEST BLOOMFIELD

Desserts

Please choose one fruit or one dessert only)

Chocolate tuxedo truffle cake

*Ask your server for tonight's pie choices – **sugar free always available***

***Sugar free** raspberry Jell-O*

Fruit cocktail

Strawberries

Cookie selection

Whole fresh fruit (one selection only)

Cantaloupe melon, grapes, red and green apples, oranges, bananas

Daily selection of ice creams
***Sugar free** vanilla*
***Low fat** frozen yogurt*

***Sugar free** or regular chocolate syrup*
Caramel syrup
Raspberry syrup
Chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Wednesday 8th October 2014

Appetizers

Soups *~ Chicken noodle or Cauliflower Soup* **(V, GF)**

~ Please choose one below ~

Caesar Salad *~ Chopped Romaine with parmesan cheese and croutons with Caesar dressing* **(GF, V available)**

House Salad *– Chopped romaine with tomato, cucumber, chickpeas and red onion* **(GF)**

Today's Special

Scaloppini al limone *~ Veal escalope with lemon sauce* **(GF)**

Entrees ~ (half portions on request)

Trout *~ baked trout with spinach* **(GF)**

Chicken parmigiana *~ breaded chicken with tomato sauce and parmesan* **(GF)**

Penne pasta *~ with zucchini, green onions, chickpeas in a basil pesto* **(V)**

Tuna salad *~ with sliced boiled egg* **(GF)**

Additional Meats *~ kosher hotdog, turkey burger, chicken breast, beef burger or portabella & Swiss burger*

Additional Fish *~ Cod, Whitefish, salmon* **(GF available)**

Sweet potato, baked potato, wild rice
Asparagus, roast carrots, Peas, cauliflower cheese
V: Vegetarian GF: Gluten Free
**consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts (please choose one fruit or one dessert only)

Carrot cake
*Ask your server for tonight's additional pie choices – **sugar free always available***

***sugar free** raspberry Jell-O*

Fruit cocktail

Strawberries

Cookie selection

Whole fresh fruit (one selection only)
Cantaloupe melon, Grapes, red and green apples, oranges, bananas

Daily selection of ice creams

***Sugar free** vanilla*

***Low fat** frozen yogurt*

***Sugar free** or regular chocolate syrup*

Caramel syrup
Raspberry syrup
Chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Thursday 9th October 2014

Appetizers

Soups *~ Asparagus Soup or Cauliflower Soup* **(V, GF)**

~ Please choose one below ~

Fall Salad *~ Chopped Romaine with mandarins, celery, radish, pineapple and almonds* **(GF, V available)**

Authentic Greek – *cucumber, tomato, Kalamata olives, feta cheese and red onion drizzled with olive oil* **(GF)**

Today's Special

Perch filet~ *with lima bean and pancetta* **(GF)**

Entrees ~ (half portions on request)

Beef lasagne *~ layered pasta with meat sauce and ricotta cheese* **(GF)**

Chicken thighs *~ braised chicken with sweet potato, raisins, garlic, ginger and cilantro* **(GF)**

Penne pasta *~ with asparagus, green onions, peppers in a basil pesto* **(V)**

Maurice salad *– Strips of ham, turkey, Swiss cheese, sweet gherkin, lettuce dressed with pimento stuffed olives anc dressing*

Additional Meats *~ kosher hotdog, turkey burger, chicken breast, beef burger or portabella & swiss burger*

Additional Fish *~ Cod, Whitefish, salmon* **(GF available)**

Sweet potato, baked potato, wild rice
Green Beans, roast carrots, Peas
V: Vegetarian GF: Gluten Free
**consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts (please choose one fruit or one dessert only)

Chocolate fudge cake

*Ask your server for tonight's additional pie choices – **sugar free always available***

***sugar free** raspberry jell-o*

fruit cocktail

Strawberries

cookie selection

whole fresh fruit (one selection only)
Canteloupe melon, Grapes, red and green apples, oranges, bananas

daily selection of ice creams

***sugar free** vanilla*

***low fat** frozen yogurt*

***sugar free** or regular chocolate syrup*

caramel syrup
raspberry syrup
chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Friday 10th October 2014

Appetizers

Soups *~ Butternut Squash Soup or Chicken Orzo Soup* **(V, GF)**

~ Please choose one below ~

Fall Salad *~ Chopped Romaine with mandarins, celery, radish, pineapple and almonds* **(GF, V available)**

House Salad *– Chopped romaine with tomato, cucumber, chickpeas and red onion* **(GF)**

Today's Special

Mussels *~ with onions and white wine* **(GF)**

Entrees ~ (half portions on request)

Spaghetti Meatsauce *~ Spaghetti with meat sauce* **(GF)**

Roast Chicken *~ Roast chicken with spices and a choice of breast or thigh* **(GF)**

Eggplant parmiagiani *~ peeled breaded eggplant with marinara and parmesan cheese* **(V)**

Salmon Caesar~ *romaine with creamy dressing and croutons*

Additional Meats *~ kosher hotdog, turkey burger, chicken breast, beef burger or portabella & swiss burger*

Additional Fish *~ Cod, Whitefish, salmon* **(GF available)**

Sweet potato, sliced potato and onion, baked potato, wild rice
Green Beans, roast carrots, Lima beans
V: Vegetarian GF: Gluten Free
**consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts (please choose one fruit or one dessert only)

Chocolate fudge cake

Ask your server for tonight's additional pie choices – sugar free always available

sugar free raspberry jell-o

fruit cocktail

Strawberries

cookie selection

whole fresh fruit (one selection only)
Canteloupe melon, Grapes, red and green apples, oranges, bananas

Ice creams:-
Chocolate
Strawberry
Spumoni
Sugar free vanilla

low fat frozen yogurt

Sugar free *or regular chocolate syrup*

caramel syrup
raspberry syrup
chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Saturday 11th October 2014

Appetizers

Soups *~ Leek and potato Soup or Sweet potato Soup* **(V, GF)**

~ Please choose one below ~

Cobb Salad *– Chopped romaine, blue cheese, chopped tomato, chopped cucumber, bacon, chopped egg*

(GF, V available)

House Salad *– Chopped romaine with tomato, cucumber, chickpeas and red onion* **(GF)**

Today's Special

****Stripsteak*** *~ with sliced mushrooms* **(GF)**

Entrees ~ (half portions on request)

****Atlantic Cod*** *~ cod with mussels* **(GF)**

Chicken breast *~ Chicken breast pan fried with or without sundried tomatoes, basil and white wine* **(GF)**

Eggplant parmiagiani *~ peeled breaded eggplant with marinara and parmesan cheese* **(V)**

****Salmon Caesar~*** *romaine with creamy dressing and croutons*

Additional Meats *~ kosher hotdog, turkey burger, chicken breast, *beef burger or portabella & swiss burger*

Additional Fish *~ Cod, Whitefish, *salmon* **(GF available)**

Sweet potato, sweet potato or regular fries, wild rice
Asparagus, Green Beans, roast carrots, Lima beans
V: Vegetarian GF: Gluten Free
**Cooked to order, consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts (please choose one fruit or one dessert only)

Cheesecake and a limited selection of various desserts (please ask your server)

Ask your server for tonight's additional pie choices – sugar free always available

sugar free raspberry jell-o

fruit cocktail

Strawberries

cookie selection

whole fresh fruit (one selection only)
Canteloupe melon, Grapes, red and green apples, oranges, bananas

Ice creams:-
Mint Chocolate chip
Strawberry
Butter pecan
Sugar free vanilla

low fat frozen yogurt

Sugar free *or regular chocolate syrup*

caramel syrup
raspberry syrup
chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Sunday, October 12th, 2014

~ Appetizers ~

Soup of the day
Butternut soup ***(V, GF)***

Shrimp Salad *– Cooked shrimp with cocktail sauce, lettuce and tomato garnish*

Caesar salad *- Chopped romaine creamy dressing and croutons* **(GF, V Available)**

~ Entrees ~

Roasted Chicken *~ (White or Dark) with whipped Potatoes and Broccoli*

Braised short ribs *~ with Barbecue sauce, Roasted beets and butternut squash and whipped potato* **(GF)**

Baked *Salmon *~ with lemon and served with Sweet potato and Broccoli* ***(GF)***

Manicotti *~ cheese filled pasta tubes with spinach and tomato sauce* **(V)**

Alternative Meats *– hotdog, turkey burger, *beef burger, Portabella and Swiss cheeseburger* ***(V) (GF)***

V: *Vegetarian* ***GF:*** *Gluten Free*
**Cooked to order consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase our risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts (please choose one fruit or one dessert only)

Coconut Cake

Ask your server for tonight's additional pie choices – sugar free always available

sugar free raspberry jell-o

fruit cocktail

Strawberries

cookie selection

whole fresh fruit (one selection only)
Canteloupe melon, Grapes, red and green apples, oranges, bananas

Ice creams:-
Chocolate
Strawberry
Spumoni
Sugar free vanilla
low fat frozen yogurt

Sugar free *or regular chocolate syrup, caramel syrup, raspberry syrup, chocolate hot fudge*

all seasons
OF WEST BLOOMFIELD

Monday 13 October 2014

Appetizers

Soups *~ French onion or cream of carrot (V, GF)*

~ Please choose one below ~

Beet Salad *~ beets with celery and vinegar & oil dressing (V, GF)*

Fall Salad *~ chopped romaine with diced apple, pineapple, mandarin oranges, & cranberries (V, GF)*

Today's Special

Shrimp Scampi *~ pasta with shrimp, garlic, lemon, onions and parsley (GF)*

Entrees ~ (half portions on request)

Beef Brisket *~ braised brisket with jus (GF)*

Chicken Braised *~ chicken braised with sweet potatoes, raisins, garlic, ginger and cilantro (GF)*

Manicotti *~ pasta tubes of cheese with spinach and tomato sauce (V)*

Salmon* Caesar *~ romaine with creamy dressing and croutons*

Additional Meats *~ kosher hotdog, turkey burger, chicken breast, beef burger* or portabella & swiss burger*

Additional Fish *~ cod, whitefish, salmon* (GF available)*

sweet potato, baked potato, wild rice
Mediterranean vegetable stew, green beans, roast carrots, peas

V: Vegetarian GF: Gluten Free

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all seasons
OF WEST BLOOMFIELD

Desserts

(please choose one fruit or one dessert only)
carrot, coconut or chocolate cake (please ask your server)

Ask your server for tonight's pie choices ~ sugar free always available

sugar free raspberry Jell-O

fruit cocktail

strawberries

cookie selection

whole fresh fruit (one selection only)
cantaloupe melon, grapes, red and green apples, oranges, bananas

ice cream
mint chocolate chip
strawberry
butter pecan
sugar free vanilla
low fat frozen yogurt

Sugar free *or regular chocolate syrup*
caramel syrup
raspberry syrup
chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Tuesday 14th October 2014

Appetizers

Soups *~ Leek and Corn Soup or Cream of Carrot Soup* **(V, GF)**

~ Please choose one below ~

Beet Salad *~ beets with celery and vinegar and oil dressing* **(V, GF)**

American greek salad *– Lettuce, Feta, Sliced red onion, Black olives, Chopped peppers, Beets, Tomatoes, Half sliced cucumber, Oil and lemon dressing* **(V, GF)**

Today's Special

Baked whitefish~ *with sweet potato puree* **(GF)**

Entrees ~ (half portions on request)

Spaghetti meatballs *~ meatballs braised in meat sauce* ***(GF available)***

Chicken breast *~ Chicken braised in honey mustard and orange sauce* **(GF)**

Baked tortellini *~ pouches of cheese pasta with marinara sauce* **(V)**

****Salmon Caesar~*** *romaine with creamy dressing and croutons*

Additional Meats *~ kosher hotdog, turkey burger, chicken breast, *beef burger or portabella & swiss burger*

Additional Fish *~ Cod, *salmon* **(GF available)**

Sweet potato, baked potato, wild rice
Mediterranean vegetable stew, Broccoli, roast carrots, peas
V: Vegetarian GF: Gluten Free
**Cooked to order, consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts (please choose one fruit or one dessert only)

Carrot, coconut or chocolate cake (please ask your server)

Ask your server for tonight's additional pie choices – sugar free always available

sugar free raspberry jell-o

fruit cocktail

Strawberries

cookie selection

whole fresh fruit (one selection only)
Canteloupe melon, Grapes, red and green apples, oranges, bananas

Ice creams:-
Mint Chocolate chip
Strawberry
Butter pecan
Sugar free vanilla

low fat frozen yogurt

Sugar free *or regular chocolate syrup*

caramel syrup
raspberry syrup
chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Wednesday 15th October 2014

Appetizers

Soups *~ Leek and Corn Soup or Mushroom Soup* **(V, GF)**

~ Please choose one below ~

Caesar Salad *~ Chopped Romaine with parmesan cheese and croutons with Caesar dressing* **(V, GF)**

Hummus salad *~ Chickpea and garlic dip with cut vegetables* **(V, GF)**

Today's Special

Chicken bok choy *~ chicken, straw mushrooms, domestic mushrooms, Black bean and garlic sauce with rice*

Entrees ~ (half portions on request)

Veal stew *~ Braised veal and vegetables with buttered gnocchi* ***(GF available)***

Baked trout *~ seasoned with old bay and served on creamed spinach* **(GF)**

Baked tortellini *~ pouches of cheese pasta with marinara sauce* **(V)**

Tuna Avocado *~ half avocado with tuna salad, romaine, tomato and red onion*

Additional Meats *~ kosher hotdog, turkey burger, chicken breast, *beef burger or portabella & Swiss burger*

Additional Fish *~ Cod, *salmon* **(GF available)**

Sweet potato, Whipped potato, wild rice
Mediterranean vegetable stew, Green Beans, roast carrots, peas
V: Vegetarian GF: Gluten Free

**Cooked to order, consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts (please choose one fruit or one dessert only)

Tiramisu cake (please ask your server)

Ask your server for tonight's additional pie choices – sugar free always available

Sugar free raspberry Jell-O

Fruit cocktail

Strawberries

Cookie selection

Whole fresh fruit (one selection only)
Honeydew melon, Grapes, red and green apples, oranges, bananas

Ice creams:-
Chocolate
Spumoni
Butter pecan
Sugar free vanilla

Low fat frozen yogurt

Sugar free *or regular chocolate syrup*

Caramel syrup
Raspberry syrup
Chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Thursday, 16 October 2014

Appetizers

Soups *~ celery & blue cheese or tomato & vegetable soup (V, GF)*

~ Please choose one below ~

Caesar Salad *~ chopped romaine with parmesan cheese & croutons with Caesar dressing (V, GF)*

Coconut Shrimp *~ coconut shrimp with orange marmalade dip (V, GF)*

Today's Special

Baked Mahi Mahi *~ baked with lemon and a pineapple and bok choy* salad (GF)

Entrees ~ (half portions on request)

Beef brisket *~ braised marinaded brisket with jus (GF)*

Chicken Chipotle *~ pan fried chicken breast with chipotle cinnamon seasoning, sour cream & sweet potato fries (GF)*

Vegetable Stir Fry *~ Mushrooms, bok choy, beanshoots in an Asian barbeque* sauce (V)

Cheese platter *~ Brie, port salut, gorgonzola, with grapes, cranberry sauce, crackers and olives*

Additional Meats *~ kosher hotdog, turkey burger, chicken breast, beef burger* or portabella & swiss burger*

Additional Fish *~ Cod, salmon* (GF available)*

sweet potato, hash browns, wild rice, cheese blintz, fried zucchini and eggplant in garlic
roast carrots, corn

V: Vegetarian GF: Gluten Free

**Cooked to order, consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts

(please choose one fruit or one dessert only)

chocolate tuxedo truffle mousse

Ask your server for tonight's pie choices – sugar free always available

sugar free raspberry Jell-O

fruit cocktail

strawberries

cookie selection

whole fresh fruit (one selection only)
Honeydew melon, Grapes, red and green apples, oranges, bananas

Ice creams
mint chocolate
strawberry
cookies and cream
sugar free vanilla
low fat frozen yogurt

sugar free or regular chocolate syrup
caramel syrup
raspberry syrup
chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Friday 17th October 2014

Appetizers

Soups *~ Celery and blue cheese Soup or Chicken orzo Soup* **(V, GF)**

~ Please choose one below ~

Caesar Salad *~ Chopped Romaine with parmesan cheese and croutons with Caesar dressing* **(V, GF)**

Field Salad *~ Romaine, artichoke, beets, green onions and grated carrot* **(V, GF)**

Today's Special

Veal escalope *~ scallopini with lemon sauce* **(GF)**

Entrees ~ (half portions on request)

Tilapia *~ Baked* with seasoning served with garlic roasted zuchinni and eggplant **(GF)**

Roast chicken *~ seasoned chicken served as white or dark meat* **(GF)**

Butternut squash ravioli *~ with spinach and sage butter* **(V)**

Dairy platter *~ plain or scooped bagel with fine sliced lox, tuna fish salad, egg salad, along with sliced cucumber, red onion, tomato and capers*

Additional Meats *~ kosher hotdog, turkey burger, chicken breast, *beef burger or portabella & swiss burger*

Additional Fish *~ Cod, *salmon* **(GF available)**

Sweet potato, Baked potato, wild rice, Green beans
roast carrots, corn
V: Vegetarian GF: Gluten Free

**Cooked to order, consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts (please choose one fruit or one dessert only)

Chocolate tuxedo truffle mousse

Ask your server for tonight's additional pie choices – sugar free always available

sugar free raspberry jell-o

fruit cocktail

Strawberries

cookie selection

whole fresh fruit (one selection only)
Honeydew melon, Grapes, red and green apples, oranges, bananas

Ice creams:-
Chocolate
Spumoni
Cookies and cream
Sugar free vanilla

low fat frozen yogurt

Sugar free *or regular chocolate syrup*

caramel syrup
raspberry syrup
chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Saturday 18th October 2014

Appetizers

Soups ~ *Broccoli Soup or Corn and potato chowder* **(V, GF)**

~ Please choose one below ~

Caesar Salad ~ *Chopped Romaine with parmesan cheese and croutons with Caesar dressing* **(V, GF)**

Avocado Salad ~ *Romaine, avocado, pineapple and mandarins* **(V, GF)**

Today's Special

Beef ribs ~ *braised short ribs with barbecued mushrooms* **(GF)**

Entrees ~ (half portions on request)

Pangasius ~ *Fish fillet with mussels cooked in white wine, garlic and butter* **(GF)**

Chicken parmiagiani ~ *breaded chicken breast or thigh with parmesan and tomato sauce*

Butternut squash ravioli ~ *with spinach and sage butter* **(V)**

Dairy platter ~ *plain or scooped bagel with fine sliced lox, tuna fish salad, egg salad, along with sliced cucumber, red onion, tomato and capers*

Additional Meats ~ *kosher hotdog, turkey burger, chicken breast, *beef burger or portabella & swiss burger*

Additional Fish ~ *Cod, *salmon* **(GF available)**

Sweet potato, Baked potato, wild rice, Brocolli
roast carrots, peas
V: Vegetarian GF: Gluten Free

**Cooked to order, consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts (please choose one fruit or one dessert only)

Strawberry shortcake

Ask your server for tonight's additional pie choices – sugar free always available

sugar free raspberry jell-o

fruit cocktail

Strawberries

cookie selection

whole fresh fruit (one selection only)
Honeydew melon, Grapes, red and green apples, oranges, bananas

Ice creams:-
Mint chocolate chip
Spumoni
Cookies and cream
Sugar free vanilla

Low fat frozen yogurt

Sugar free *or regular chocolate syrup*

Caramel syrup
Raspberry syrup
Chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Sunday, October 19th, 2014

~ Appetizers ~

Soup of the day

Chicken orzo or potato and onion soup ***(V, GF)***

Waldorf Salad *– romaine lettuce, apples, celery and grapes tossed in mayonnaise and sour cream dressing with chopped nuts* ***(V, GF)***

Caesar salad *- Chopped romaine creamy dressing and croutons* **(GF, V Available)**

~ Entrees ~

Meatloaf *~ fresh cooked meatloaf with roasted carrots and whipped potato* **(GF)**

Baked *Salmon *~ With lemon and served with Sweet potato and Beans* ***(GF)***

Angel hair *~ with chickpeas, zuchinni and pesto sauce* **(V)**

Alternative Meats *– hotdog, turkey burger, chicken breast, *beef burger, Portabella and Swiss cheeseburger* ***(V) (GF)***

V: *Vegetarian* ***GF:*** *Gluten Free*

**Cooked to order consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase our risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts (please choose one fruit or one dessert only)

Carrot cake Cake

Ask your server for tonight's additional pie choices – sugar free always available

sugar free raspberry jell-o

fruit cocktail

Strawberries

cookie selection

whole fresh fruit (one selection only)
Honeydew melon, Grapes, red and green apples, oranges, bananas

Ice creams:-
Chocolate
Strawberry
Cookies and cream
Sugar free vanilla
low fat frozen yogurt

Sugar free *or regular chocolate syrup*
caramel syrup
raspberry syrup chocolate hot fudge

all seasons
OF WEST BLOOMFIELD

Monday 20th October 2014

Appetizers

Soups ~ *Broccoli Soup or Corn and potato chowder* **(V, GF)**

~ Please choose one below ~

Caesar Salad *~ Chopped Romaine with parmesan cheese and croutons with Caesar dressing* **(V, GF)**

Deep fried chicken wings *~ with barbecue sauce* **(V, GF)**

Today's Special

Stir fried beef *~ with Napa cabbage, bean shoots, Asian vegetables and oyster sauce served with egg fried rice*

Entrees ~ (half portions on request)

Perch *~ Pan fried perch with roast pepper coulis and basil pesto* **(GF)**

Roast Chicken *~ seasoned chicken served with either Dark or white meat* **(GF)**

Roasted portabella *~ with dairy free succotash* **(V)**

Maurice salad *– Strips of ham, turkey, Swiss cheese, sweet gherkin, lettuce dressed with pimento stuffed olives anc dressing* ***(GF)***

Additional Meats *~ kosher hotdog, turkey burger, chicken breast, *beef burger or portabella & Swiss burger*

Additional Fish *~ Cod, whitefish.*salmon* **(GF available)**

Sweet potato, baked potato, wild rice, Broccoli
Roast carrots, peas
V: Vegetarian GF: Gluten Free
**Cooked to order, consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness*

all seasons
OF WEST BLOOMFIELD

Desserts (please choose one fruit or one dessert only)

Tuxedo chocolate mousse cake

Ask your server for tonight's additional pie choices – sugar free always available

Sugar free raspberry Jell-O

Fruit cocktail

Strawberries

Cookie selection

Whole fresh fruit (one selection only)
Honeydew melon, red and green apples, oranges, bananas

Ice creams:-
Mint chocolate chip
Strawberry
Cookies and cream
Sugar free vanilla

Low fat frozen yogurt

Sugar free *or regular chocolate syrup*

Caramel syrup
Raspberry syrup
Chocolate hot fudge

EXHIBIT C

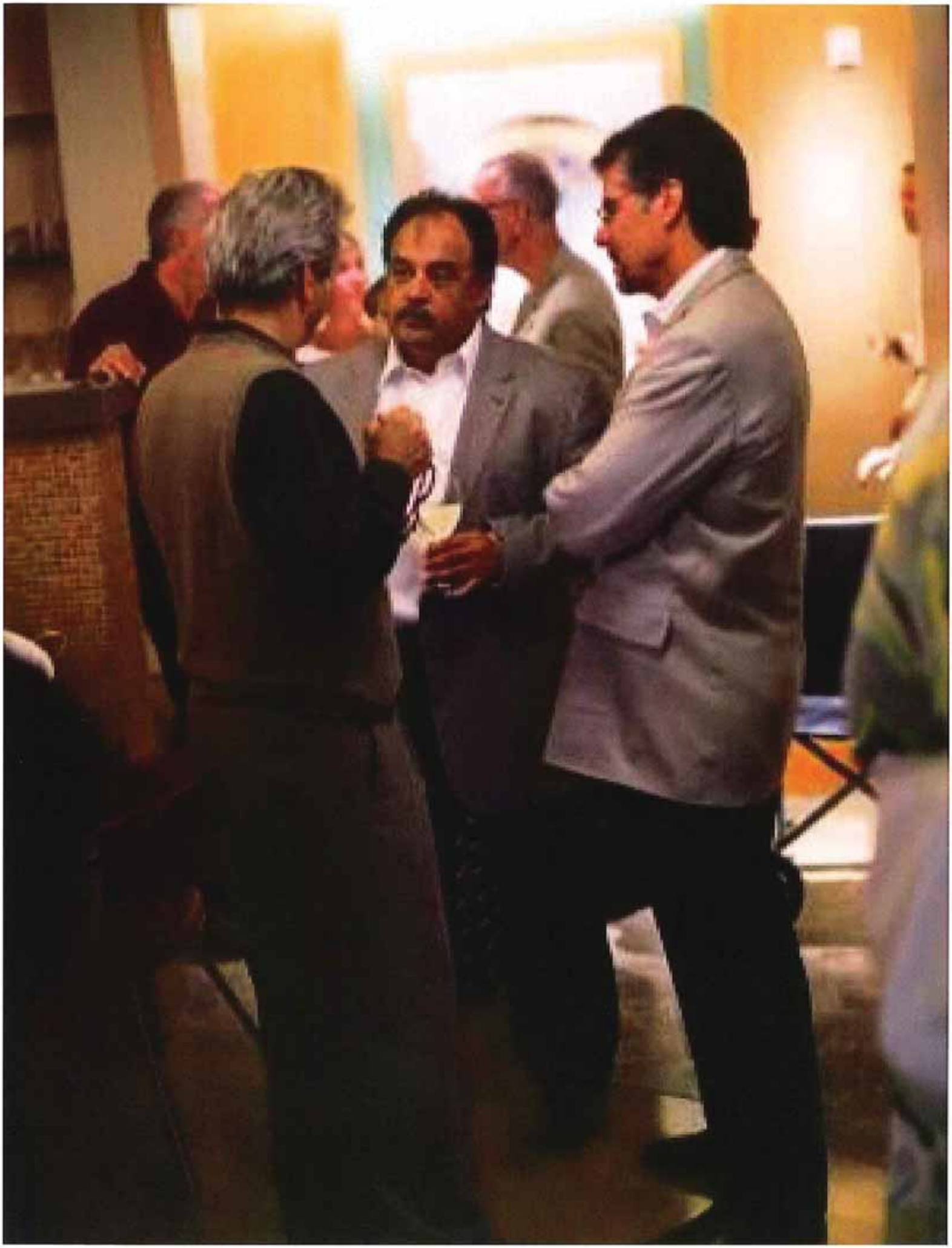
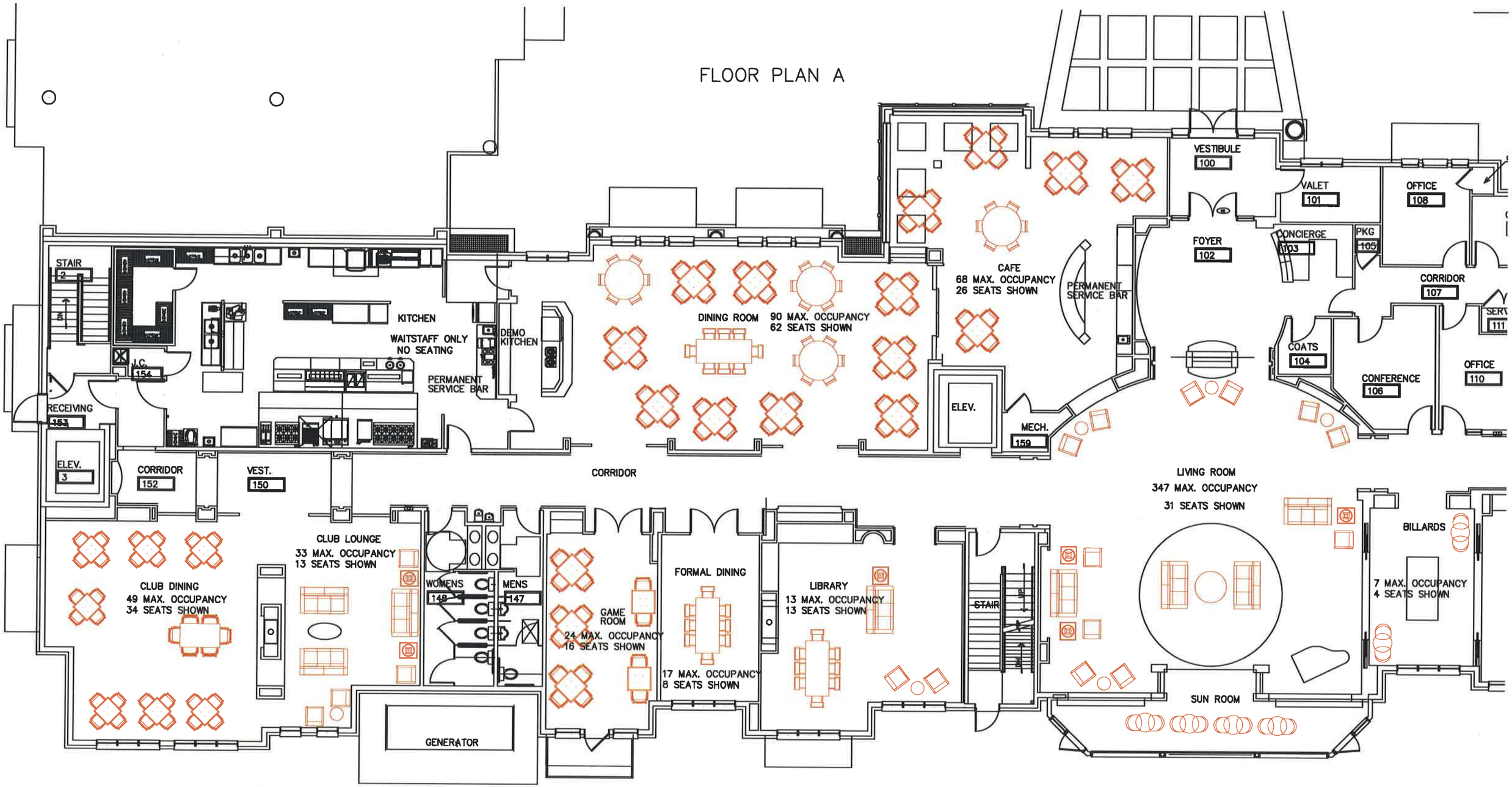
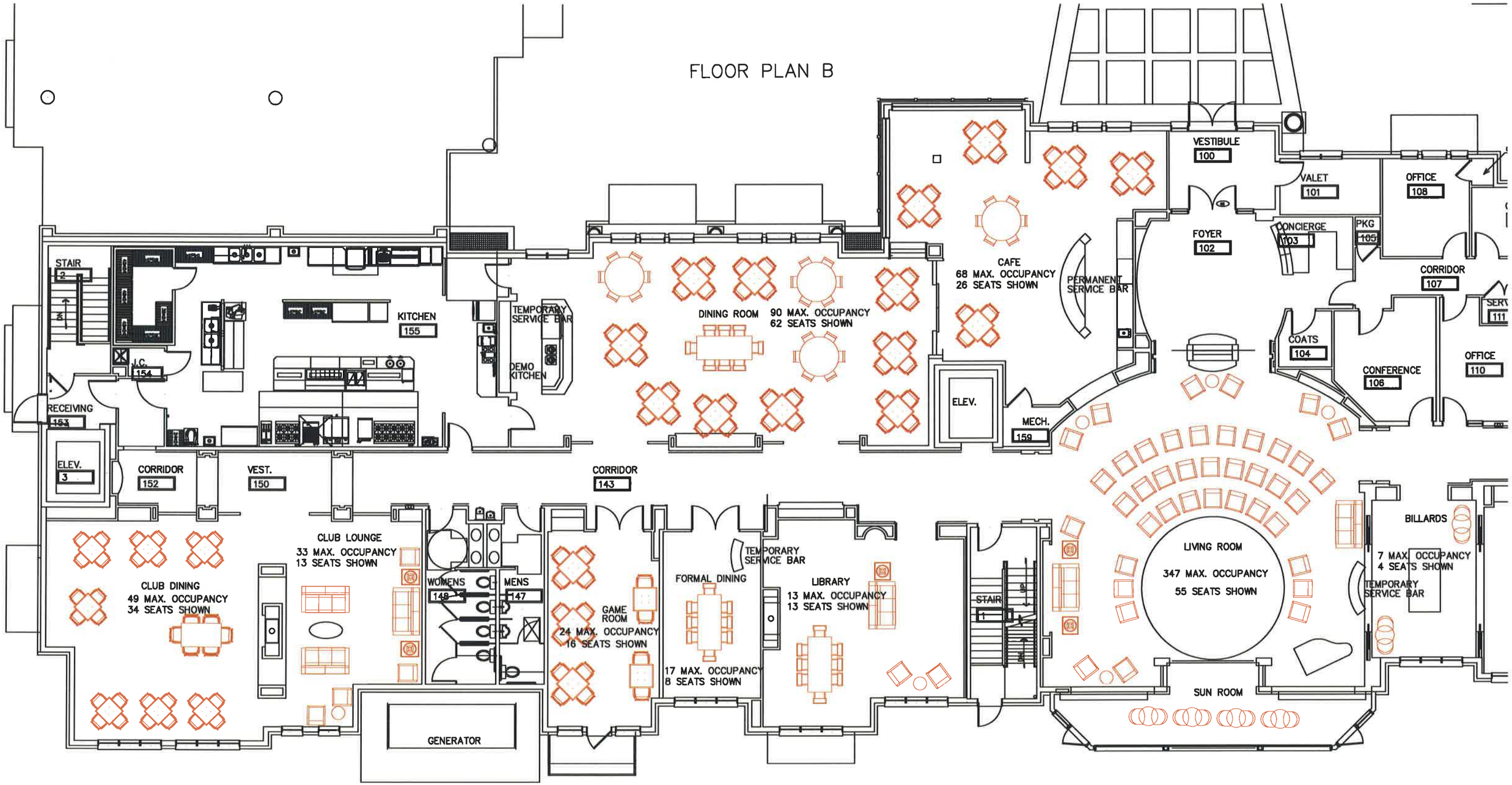


EXHIBIT D

FLOOR PLAN A


STAIR
2
J.C.
154
RECEIVING
153
ELEV.
3
KITCHEN
WAITSTAFF ONLY
NO SEATING
DEMO
KITCHEN
PERMANENT
SERVICE BAR
CORRIDOR
152
VEST.
150
CORRIDOR
DINING ROOM
90 MAX. OCCUPANCY
62 SEATS SHOWN
CAFE
68 MAX. OCCUPANCY
26 SEATS SHOWN
PERMANENT
SERVICE BAR
ELEV.
MECH.
159
VESTIBULE
100
FOYER
102
VALET
101
CONCIERGE
103
PKG
105
OFFICE
108
CORRIDOR
107
COATS
104
CONFERENCE
106
OFFICE
110
LIVING ROOM
347 MAX. OCCUPANCY
31 SEATS SHOWN
BILLARDS
7 MAX. OCCUPANCY
4 SEATS SHOWN
SUN ROOM
CLUB DINING
49 MAX. OCCUPANCY
34 SEATS SHOWN
CLUB LOUNGE
33 MAX. OCCUPANCY
13 SEATS SHOWN
WOMENS
148
MENS
147
GENERATOR
GAME
ROOM
24 MAX. OCCUPANCY
16 SEATS SHOWN
FORMAL DINING
17 MAX. OCCUPANCY
8 SEATS SHOWN
LIBRARY
13 MAX. OCCUPANCY
13 SEATS SHOWN
STAIR

FLOOR PLAN B


STAIR
2
KITCHEN
155
J.C.
154
RECEIVING
153
ELEV.
3
CORRIDOR
152
VEST.
150
TEMPORARY SERVICE BAR
DEMO KITCHEN
DINING ROOM
90 MAX. OCCUPANCY
62 SEATS SHOWN
CAFE
68 MAX. OCCUPANCY
26 SEATS SHOWN
PERMANENT SERVICE BAR
ELEV.
MECH.
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VESTIBULE
100
VALET
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FOYER
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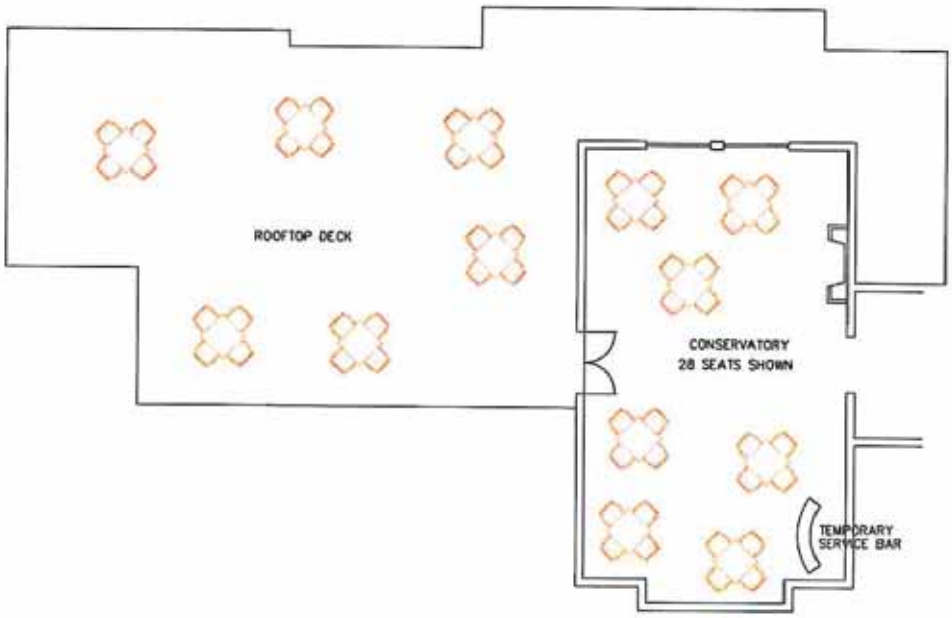
WOMENS
148
MENS
147
GAME ROOM
24 MAX. OCCUPANCY
16 SEATS SHOWN
FORMAL DINING
17 MAX. OCCUPANCY
8 SEATS SHOWN
TEMPORARY SERVICE BAR
LIBRARY
13 MAX. OCCUPANCY
13 SEATS SHOWN
STAIR
1
GENERATOR
LIVING ROOM
347 MAX. OCCUPANCY
55 SEATS SHOWN
SUN ROOM
BILLARDS
7 MAX. OCCUPANCY
4 SEATS SHOWN
TEMPORARY SERVICE BAR

Floor Plan C



Floor Plan C

STREET FRONTAGE CALCULATION

TOTAL LOT FRONTAGE = 481'-8 1/2"

TOTAL BUILDING MASS FRONTAGE = 343'-2 1/2"

75.35%

TRIANGLE OVERLAY DISTRICT (FRONT YARD BUILDING SETBACK EXCEPTIONS) MAPLE & ELM:
MU-3, MU-5

*THE PLANNING BOARD MAY GRANT EXCEPTIONS TO ALLOW A GREATER AMOUNT OF THE BUILDING TO BE SETBACK WHEN THE FRONT YARD AREA OR FORECOURT IS USED FOR ONE OR MORE PURPOSE.

1. WIDENING THE SIDEWALK ALONG THE FRONTAGE OF THE BUILDING.
   WE HAVE WIDENED THE SIDE WALK ALONG BOTH MAPLE AND ELM EXPANDING IT ONTO OUR PROPERTY. SEE SITE PLAN.

3. PROVIDING OUTDOOR SEATING FOR THE PROPOSED USE.
   WE ARE PROVIDING OUTDOOR SEATING ALONG MAPLE & ELM FOR THE RESIDENTS, STAFF & GUEST.
   WE WILL BE REMOVING THE BENCHES AS THE CITY REQUIRED BENCHES AND ALIGNING THEM ACROSS FROM THE CITY BENCHES, CREATING A SEATING ALCOVE ALONG THE STREET FRONTS OF MAPLE & ELM. (SEE SITE PLANS)

BUILDING AREA CALCULATION

LOWER LEVEL	4,338 S.F.
1ST FLOOR	31,850 S.F.
2ND FLOOR	42,924 S.F.
3RD FLOOR	42,924 S.F.
4TH FLOOR	28,328 S.F.
OVERALL BUILDING TOTAL	150,368 S.F.

RESIDENTIAL UNIT CALCULATION

1ST FLOOR	
1BR	7 D.U.
2BR	8 D.U.
(LIVE/ WORK UNITS = 8)	
TOTAL	15 D.U.
2ND FLOOR	
1BR	28 D.U.
2BR	16 D.U.
TOTAL	44 D.U.
3RD FLOOR	
1BR	28 D.U.
2BR	16 D.U.
TOTAL	44 D.U.
4TH FLOOR	
1BR	14 D.U.
2BR	14 D.U.
TOTAL	28 D.U.
TOTALS	
1BR (+/- 750 S.F. TYP.)	77 D.U. (58.8%)
2BR (+/- 950 S.F. TYP.)	54 D.U. (41.2%)
TOTAL	131 D.U.

GLAZING CALCULATION

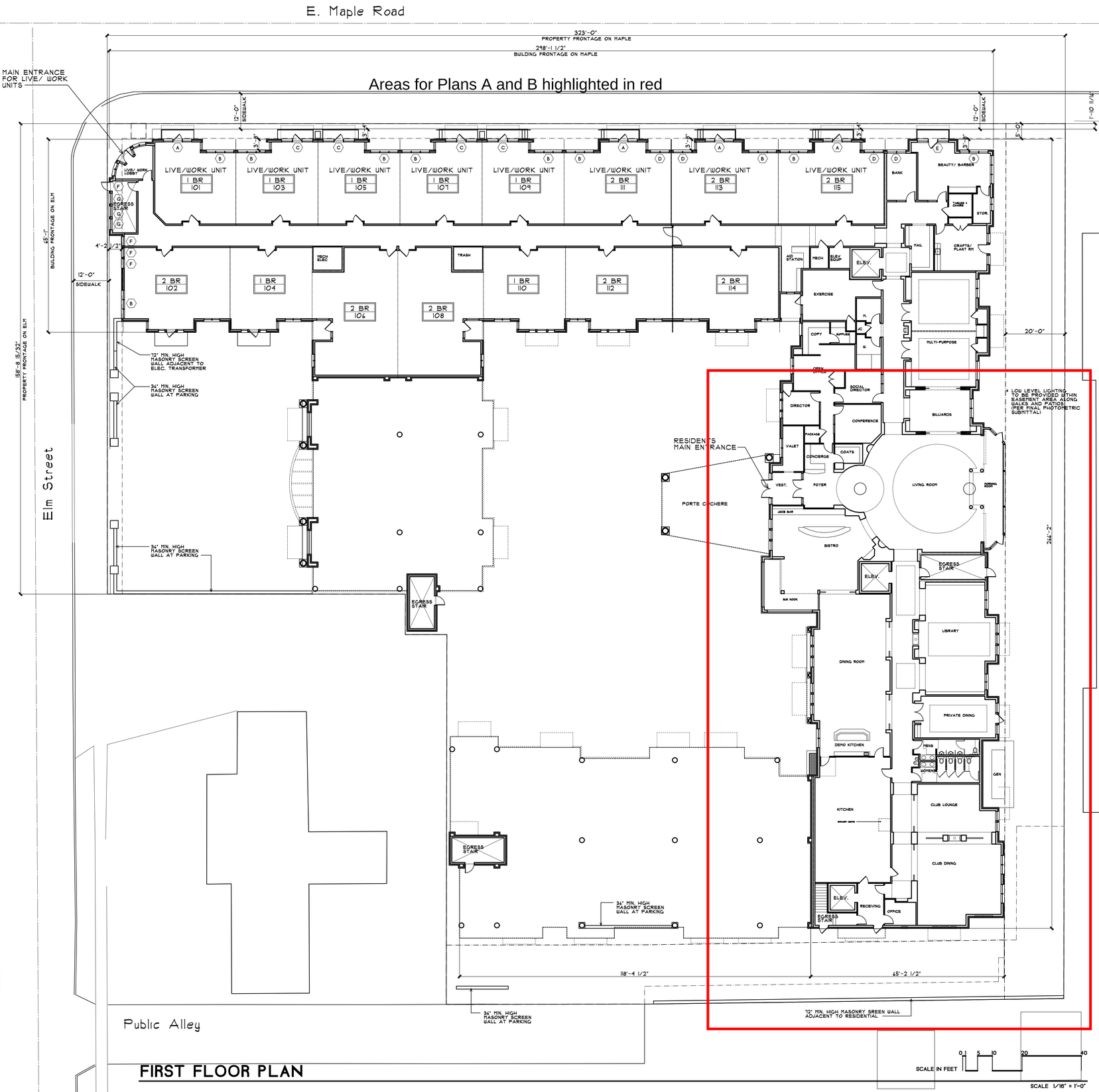
STREET FRONT GLAZING CALCULATION
MAPLE AND ELM

GROUND FLOOR
11'-0" CIELING HT. AT FIRST FLOOR
FIRST FLOOR WALL AREA = 3,653 SQUARE FEET
70% GLAZING REQUIREMENT = 2,557 SQUARE FEET

GLAZING PROVIDED (SEE PLAN FOR LOCATION)

UNIT	SIZE	QTY	SQUARE FOOTAGE
A	9.5xll	4	418
B	9.5xll	10	1045
C	10.5xll	4	442
D	6.33xll	4	278.52
E	10.5xll	1	115.5
F	3.18xll	4	139.92
G	3.67xll	3	121.11

2,580.05 TOTAL SQUARE FEET PROVIDED (70.63%)



FIRST FLOOR PLAN

SCALE 1/16" = 1'-0"

Alexander V. Bogaerts + Associates, P.C. • Architecture • Planning • Interior Design
2445 Franklin Road
Bloomfield Hills, MI 48302
248•334•5000

SHEET TITLE: FIRST FLOOR PLAN

CLIENT/PROJECT: ALL SEASONS BIRMINGHAM
MAPLE ELM DEVELOPMENT COMPANY, L.L.C.
820 E. MAPLE
BIRMINGHAM, MICHIGAN

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ALEXANDER V. BOGAERTS & ASSOC.

■ PRELIMINARY 5-22-12
□ BIDS
□ PERMITS
□ CONSTRUCTION

REVISIONS
7-30-12
8-28-12
9-14-12

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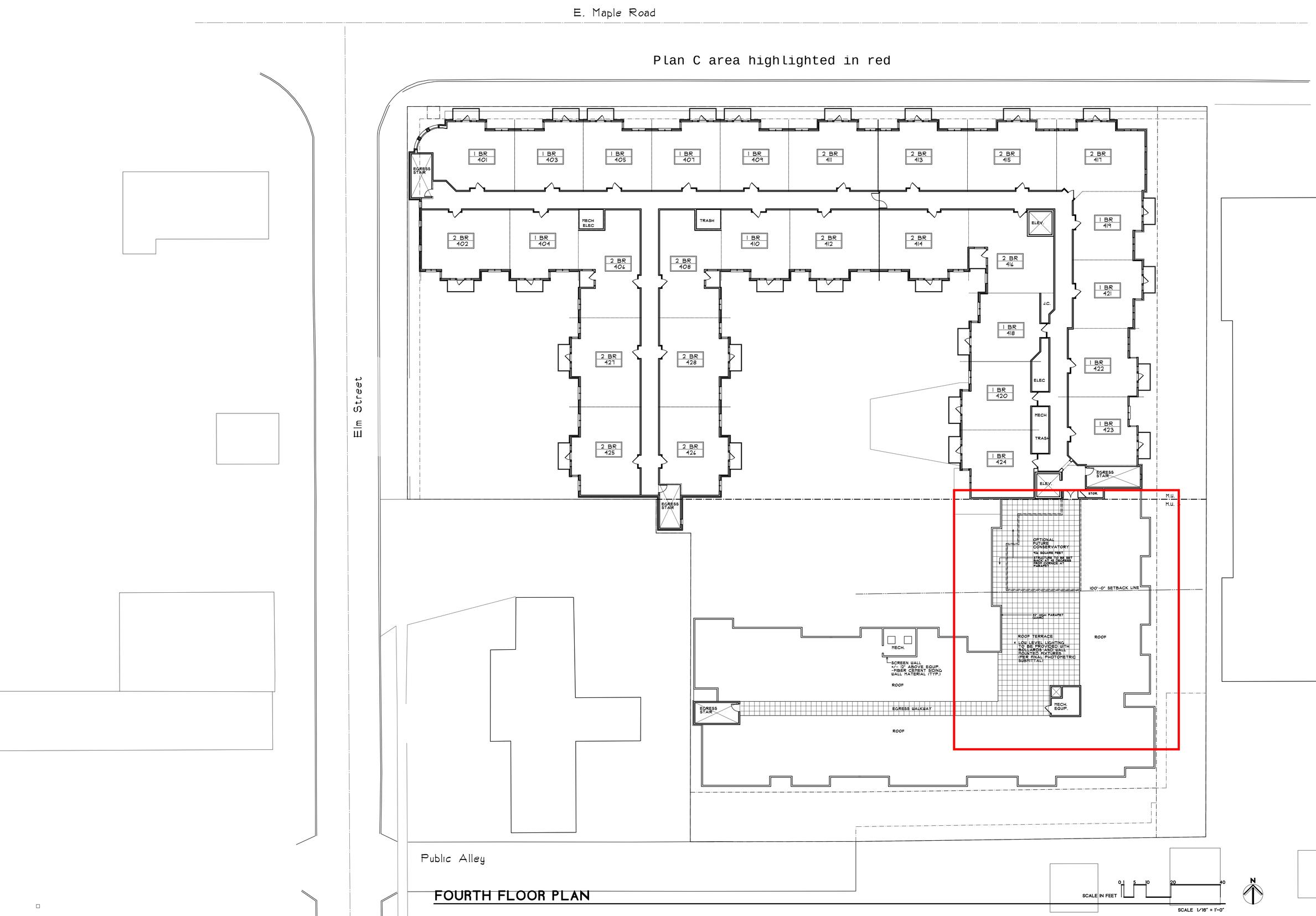

FOURTH FLOOR PLAN

Alexander V. Boggaerts + Associates, P.C. • Architecture • Planning • Interior Design

2445 Franklin Road
Bloomfield Hills, MI 48302
248•334•5000

SHEET TITLE
FOURTH FLOOR PLAN

CLIENT/PROJECT
ALL SEASONS BIRMINGHAM
MAPLE ELM DEVELOPMENT COMPANY, L.L.C.
820 E. MAPLE
BIRMINGHAM, MICHIGAN

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■ PRELIMINARY 5-22-12
☐ BIDS
☐ PERMITS
☐ CONSTRUCTION

REVISIONS
7-30-12
8-28-12
9-14-12

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CHECKED BY
JOB NUMBER
DATE
SHEET NUMBER A5