

May 9, 2013

Planning Commission
City of Grosse Pointe
17147 Maumee
Grosse Pointe, MI. 48230

Subject: St. John's Site Plan Request
Site Plan Review, Site Plans Dated April 18,
Location: 17141 Kercheval St.
Zoning: C-2, Central Business
Owner: Brooks Holding, Inc.
Applicant: St. John Providence Health System

Dear Commissioners,

As requested, we have completed our review of the application for the above referenced property. The subject property is located at 17141 Kercheval (former Borders), and is zoned C-2, Central Business District. The applicant is proposing to occupy the existing single story 19,000 sq. ft. space with a mix of medical office and retail space. The medical office space will occupy 15,738 square feet and the retail will occupy approximately 3,000 square feet within the front 34 feet. There are minimal changes proposed to the exterior of the building.

Site Plan Review

- 1. Proposed Use and Zoning.** In the C-2, Central Business District, permitted less than 5,000 square feet in area are permitted use. Because the use exceeds 5,000 square feet in area in the C-2 Zoning District, the proposed use will require both site plan and special use approval. We have reviewed the special use request under separate cover.
- 2. Compatibility with Master Plan.** The concept of medical office in the Village is compatible with the Master Plan. However, the proposed configuration (that requires a variance for the maximum permitted amount of office space) is not consistent with the goals and objectives of the Master Plan to maintain and enhance retail uses in the Village.

Commercial Development Objectives for the Village include:

Maintain and enhance a viable mix of complementary retail uses and discourage domination of the Village by any single category of use.

Promote uses that support and complement the retail focus of the Village, such as office and residential uses above the first floor.

Increasing the proposed depth of retail space to a minimum of 60 feet would make the retail space along Kercheval much more viable to retail uses and therefore more compatible with the City's Master Plan

3. **Setbacks and Dimensional Requirements.** The applicant is proposing and has requested a variance to increase the maximum allowable office use from 40% (64'-9") to 79% (127'-8"). Our variance review is covered in a separate review letter.
4. **Architectural Features.** The applicant is not proposing any substantial modifications to the existing building. They are proposing to use the existing openings and providing additional details to differentiate between the spaces. They have indicated that the façade will be refined when they have specific retail users. At a minimum, the proposed façade should be redesigned to meet the City's ordinance and design guidelines including:
 - a. Breaking up the 116 foot long façade(s) (front and rear) into bays with architectural treatments. The bays should not exceed a height to length ratio of 1:2.
 - b. The façade should be designed to incorporate the common façade elements including façade frames, store openings, and signage areas. The façade on Kercheval must have a minimum of 70% transparent glass, and the rear façade shall have a minimum of 40% glass.
 - c. The applicant is required to provide information on the architectural details on the rear (facing the parking lot) façade for review.
5. **Parking, Circulation and Pedestrian Access.** Patrons will access the retail uses via two entrances along the Kercheval St. façade. The proposed medical office use will have two entrances, one on Kercheval and one from Lot 3 to the rear of the building.

According to the parking study that was completed for this project, there is an eleven space difference between the peak demand for the proposed medical office/retail use and the previous retail use of the building. As a result, the applicant will be required to make a payment in lieu of parking based on the rate of \$9,000 per parking space for a total of \$99,000.
6. **Loading Areas.** The applicant will use the alley directly behind the building for loading and unloading.
7. **Trash Enclosure.** The applicant will be required to use the recently constructed dumpster enclosure and may not located additional containers on City owned alleyway.
8. **Signage.** The applicant has provided minimum information regarding signage. We recommend the applicant provide a master sign plan for the building based on the potential for multiple tenants.

Recommendation

We recommend the Planning Commission table the proposed site plan to allow the applicant to prepare a revised site plan and building elevations that demonstrate compliance with the City's design standards.

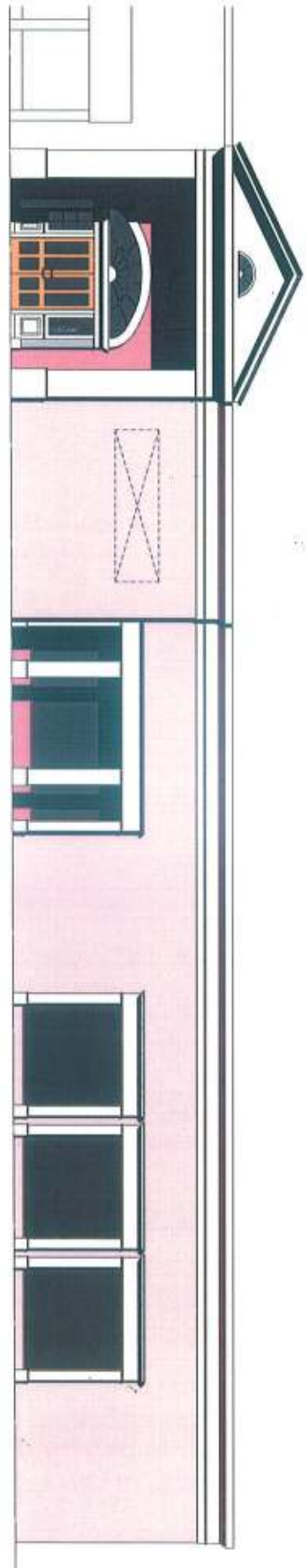
Respectfully Submitted,

McKENNA ASSOCIATES

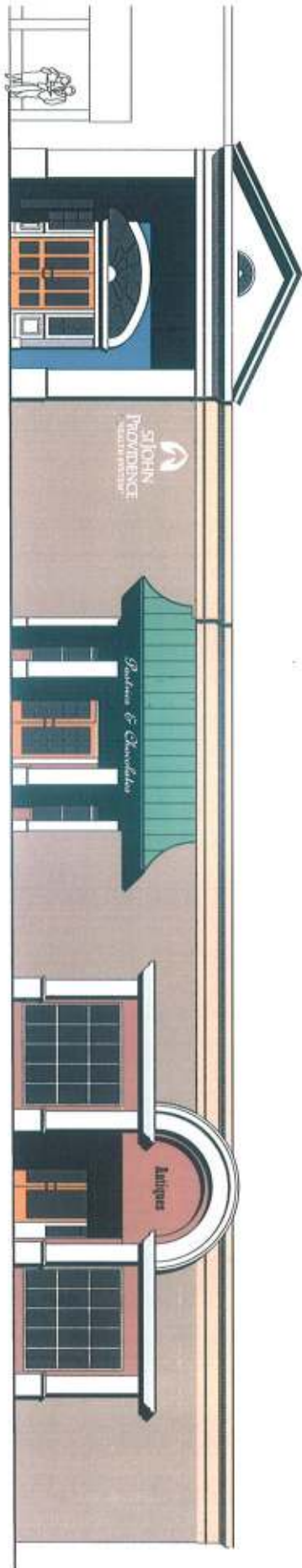
A handwritten signature in black ink, appearing to read 'John Jackson', written in a cursive style.

John Jackson, AICP
Executive Vice President

Cc: Julie Arthurs, jarthurs@grossepointecity.org
Peter Dame, pjdame@grossepointecity.org
Paul Weitzel, pweitzel@grossepointecity.org



Existing Elevation



Proposed Elevation A

17141 Kercheval
Proposed Elevations
 Last Updated: 4/1/2013

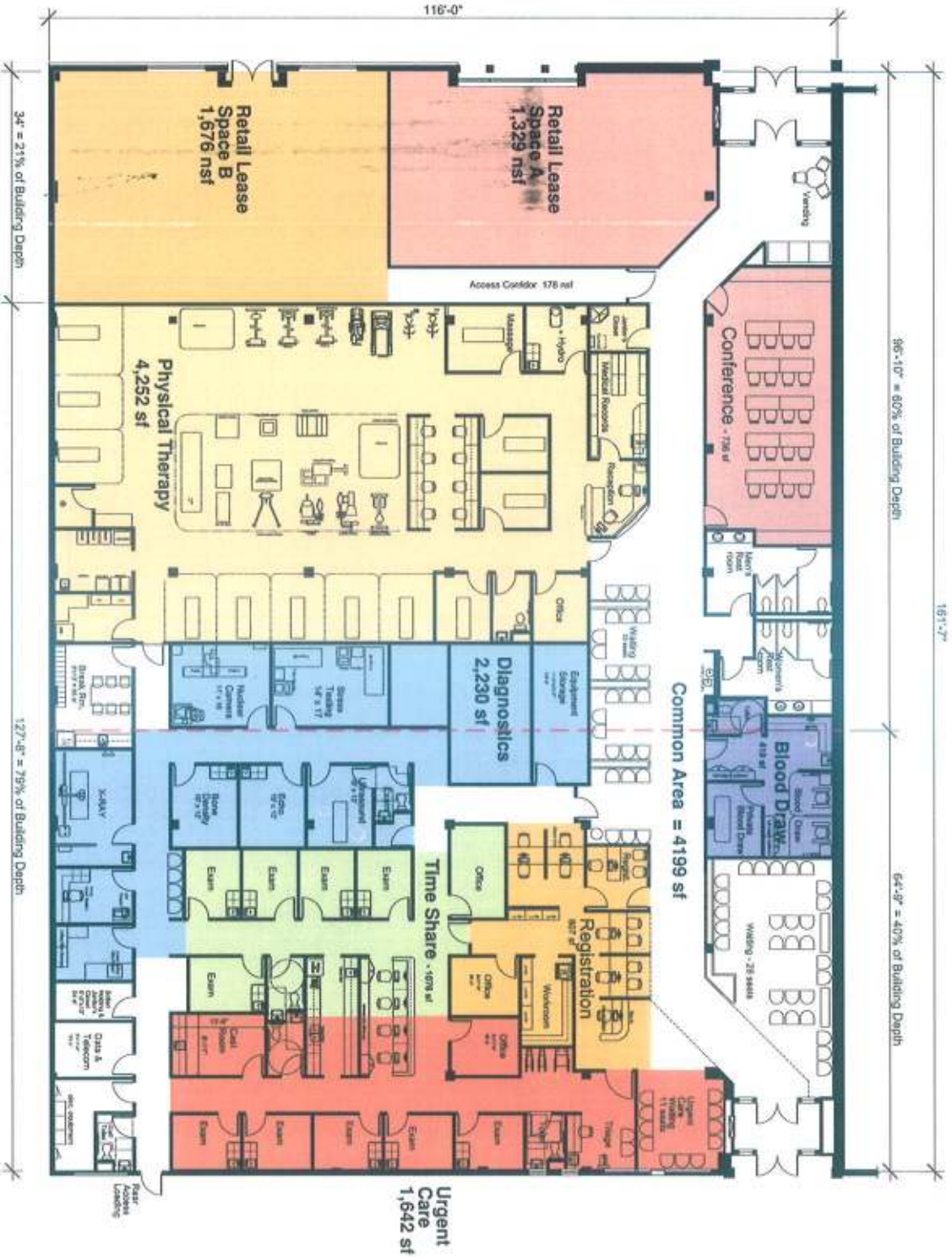
Kercheval

116'-0"

86'-10" = 80% of Building Depth

161'-7"

64'-9" = 40% of Building Depth



17141 Kercheval Avenue, Grosse Pointe, MI
 April 4, 2013
Proposed Retail & Medical Office Suite

Municipal
 Parking

Case No. _____

Date Submitted _____

**CITY OF GROSSE POINTE
APPLICATION FOR SITE PLAN REVIEW**

NOTICE TO APPLICANT: Applications for Site Plan Review by the Planning Commission must be submitted to the City in substantially complete form. The application must be accompanied by the data specified in the Zoning Ordinance and Site Plan Review Guidelines, including fully dimensioned site plans, plus the required review fees. Regular meetings of the Planning Commission are held on the fourth Monday of each month at 7:00 p.m. All meetings are held at Grosse Pointe City Hall, 17147 Maumee, Grosse Pointe, Michigan. 48230. Phone number (313) 885-5800.

TO BE COMPLETED BY APPLICANT:

I (we) the undersigned, do hereby respectfully request Site Plan Review and provide the following information to assist in the review:

Applicant: ST. JOHN PROVIDENCE HEALTH SYSTEM - RICHARD ABBOTT

Mailing Address: 18,000 W. 9 MILE RD. SUITE 1200, SOUTHFIELD, MI,
48075

Telephone: 248-331-4649 Fax: _____

Property Owner(s) (if different from Applicant): BROOKS HOLDING, INC.

Mailing Address: 8515 E. ORCHARD ROAD, 312, GREENWOOD VILLAGE
CO 80111 ATTN: EVE HAMPTON

Telephone: _____ Fax: _____

Applicant's Legal Interest in Property: POTENTIAL PURCHASER

Location of Property: Street Address: 17,141 KERCHEVAL AVE.

Nearest Cross Streets: KERCHEVAL & ST. CLAIR AVE.

Sidwell Number: 37-003-99-0003-702

Property Description: SEE ATTACHED LEGAL DESCRIPTION

If part of a recorded plat, provide lot numbers and subdivision name. If not part of a recorded plat (i.e., Acreage parcel), provide metes and bounds description. Attach separate sheets if necessary.



CHICAGO TITLE AND TRUST COMPANY
10 S. LASALLE, STE 3100, CHICAGO, IL 60603

Refer to: Krystina Cozzie
Phone no.: 312-223-3366
Fax no: 312-223-2076

STRICT JOINT ORDER #1 ESCROW TRUST INSTRUCTIONS (EARNEST MONEY)

ESCROW TRUST NO:

DATE: February 25, 2013

To: Chicago Title and Trust Company, Escrow Trustee:

Customer Identification:

Seller: 2001 Books Holdings, LLC, Grosse Pointe Series, a Delaware limited liability company

Purchaser: St. John Health, a Michigan nonprofit corporation, d/b/a St. John Providence Health System

Property Address: 17141 Kercheval Ave., Grosse Pointe, Michigan

Project Reference:

Proposed Disbursement Date: June 2013

Deposits:

1. The sum of \$ 100,000 by WIRE TRANSFER Representing: INITIAL EARNEST MONEY

PLEASE NOTE: Uncertified checks are held for ten business days after date of deposit. No funds can be dispensed before 10 business days limit expires. To avoid delays, use Cashier's or Certified checks or wire transfer.

Upon receipt of the funds, this escrow agreement will become effective.

Reference is made to that certain Real Estate Purchase Agreement, dated January 28, 2013, by and between Seller and Purchaser (as amended, the "Purchase Agreement"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. Seller and Purchaser agree that the disposition of the Earnest Money Deposit is governed by the terms of this agreement and this agreement governs in the event of any conflict between this agreement and the Purchase Agreement.

Funds:

() WILL (X) WILL NOT BE INVESTED

NOTE: If funds are to be invested, an investment package will be sent. Please complete and return to Escrow Trustee as soon as possible in order to begin accruing interest.

Delivery of Deposits:

The above-referenced escrow trust deposits ("deposits") are deposited with the escrow trustee to be delivered pursuant to the instructions below:

1. In the event that Buyer elects to proceed with the purchase of the Property following the expiration of the Inspection Period, but fails to consummate the Closing for any reason not permitted by the Purchase Agreement, except Seller's default, Seller shall be entitled to terminate the Purchase Agreement via written notice delivered to Buyer and receive the deposits upon delivery of a written notice that Seller has terminated the Purchase Agreement to Buyer and Escrow Trustee.

2. In the event that Seller shall fail to consummate the Purchase Agreement for any reason, except Buyer's default, Buyer shall be entitled to terminate the Purchase Agreement via written notice delivered to Seller and receive the deposit back upon delivery of a written notice that Buyer has terminated the Purchase Agreement to Seller and Escrow Trustee.

3. In the event the Buyer elects to terminate the Purchase Agreement prior to the expiration of the Inspection Period, for any reason or no reason, Buyer will deliver written notice to Seller of its intent to terminate, with a copy to the Escrow Trustee, and Escrow Trustee shall return the Initial Earnest Money deposit back to Buyer within three (3) Business Days.

5. In the event the Purchase Agreement is not terminated and the Closing is consummated, the deposits shall be released to Seller as part of the Purchase Price upon written direction from both the Buyer and Seller (which may be in the form of a settlement statement).

6. Notwithstanding the foregoing, disposition of the deposits may be specified in a joint order signed by Seller and Purchaser, their respective legal representatives or assigns, and delivered to Escrow Trustee.

In no case shall the above-mentioned deposits be surrendered except in compliance with the foregoing instructions or in obedience to the court order described below.

Billing Instructions:

Escrow trust fee will be deducted as follows: \$300 escrow fee. If the transaction closes in the Chicago Title Loop office, the escrow fee will be waived. Any overnight delivery or wire fee will be \$35.

PLEASE NOTE: The escrow trust fee for these joint order escrow trust instructions is due and payable within 30 days from the projected disbursement date (which may be amended by joint written direction of the parties hereto). In the event no projected disbursement date is ascertainable, said escrow trust fee is to be billed at acceptance and is due and payable within 30 days from the billing date. Chicago Title and Trust Company, at its sole discretion, may reduce or waive the escrow trust fee for these joint order escrow instructions in the event the funds on deposit herein are transferred to or disbursed in connection with sale escrow trust instructions or an agency closing transaction established at Chicago Title.

Standard Provisions:

Investment:

Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto; provided that any direction to escrow trustee for such investment shall be expressed in writing and contain the consent of all parties to this escrow, and also provided that escrow trustee is in receipt of the taxpayer's identification number and investment forms as required. Escrow trustee will, upon request, furnish information concerning its procedures and fee schedules for investment.

In the event the escrow trustee is requested to invest deposits hereunder, Chicago Title and Trust Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow trust instructions.

Direction Not to Invest/Right to Commingle:

Except as to deposits of funds for which escrow trustee has received express written direction concerning investment or other handling, the parties hereto direct the escrow trustee NOT to invest any funds deposited by the parties under the terms of this escrow and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) to receive interest on funds deposited hereunder. In the absence of an authorized direction to invest funds, the parties hereto agree that the escrow trustee shall be under no duty to invest or reinvest any such funds at any time held by it hereunder; and, further, that escrow trustee may commingle such funds with other deposits or with its own funds in the manner provided for the administration of funds under said Section 2-8 and may use any part or all of such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Further, even with appropriate instructions to invest Escrow Deposits, Escrow Trustee may commingle the Escrow Deposits with other funds in a trust account in order to facilitate placing the Escrow Deposits into a segregated interest bearing account and to disburse the Escrow Deposits once they have been removed from such segregated interest bearing account as required by the terms of this Agreement. Provided, however, nothing herein shall diminish escrow trustee's obligation to apply the full amount of such funds in accordance with the terms of these escrow instructions.

Compliance With Court Order:

With the exception of the foregoing instructions, the undersigned authorize and direct the escrow trustee to disregard any and all notices, warnings or demands given or made by the undersigned (other than jointly) or by any other person. The said undersigned also hereby authorize and direct the escrow trustee to accept, comply with, and obey any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the said escrow trustee obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the escrow trustee is made a party

defendant to any suit or proceedings regarding this escrow trust, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to said escrow trustee, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. The escrow trustee shall have a lien on the deposit(s) herein for any and all such costs, fees and expenses.

Disclaimer Re: Validity of Documentation:

In its capacity as Escrow Trustee, Escrow Trustee shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it and shall have no responsibility other than to faithfully follow the instructions contained herein, and shall not be responsible for the validity or enforceability of any security interest of any party and it is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto and reasonably believed by Escrow Trustee to have been signed by the proper person. Escrow Trustee may assume that any person purporting to give any notice hereunder has been duly authorized to do so.

Execution:

These escrow trust instructions are governed by and are to be construed under the laws of the state of Illinois. The escrow trust instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

For Seller:

2001 Books Holdings, LLC, Grosse Pointe Series

By: Great West Life & Annuity Insurance
Company, its Manager

Name: *Eve Hampton, VP Investments*

By:

Address:
c/o Great West Life & Annuity Insurance
Company
8515 E. Orchard Road, 3T2
Greenwood Village, CO 80111
Attn: Eve Hampton

Phone: *303-737-6032*
Fax: *303-737-0193*
Email: *Eve.Hampton@GreatWest.com*

Signature:



For Purchaser:

St. John Health, a Michigan nonprofit corporation, d/b/a St.
John Providence Health System

Name:

By:

Address:
22255 Greenfield, Suite 200
Southfield, Michigan 48075
Attn: Richard Abbott

Phone:

Fax:

Email:

Signature:

Accepted: Chicago Title and Trust Company, as Escrow Trustee

By:

Date:

Execution:

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For Seller:

2001 Books Holdings, LLC, Grosse Pointe Series

By: Great West Life & Annuity Insurance
Company, its Manager

Name:

By:

Address:

c/o Great West Life & Annuity Insurance
Company
8515 E. Orchard Road, 3T2
Greenwood Village, CO 80111
Attn: Eve Hampton

Phone:

Fax:

Email:

Signature:

For Purchaser:

St. John Health, a Michigan nonprofit corporation, d/b/a St.
John Providence Health System

Name: *Richard Abbott*

By:

Address:

22255 Greenfield, Suite 200
Southfield, Michigan 48075
Attn: Richard Abbott

Phone: *(248) 849-5013*

Fax:

Email: *Richard.Abbott@StJohn.org*

Signature: *Richard Abbott*

Accepted: Chicago Title and Trust Company, as Escrow Trustee

By:

Date:

The Legal Description:

Land located in the City of Grosse Pointe, County of Wayne, State of Michigan, and more particularly described as follows:

CYK F1b,F2,G1b,G2 THE SLY 165 FT AND ELY 65 FT OF NLY 66FT OF SLY 171FT OF PT. OF PC 239 MORE PARTICULARLY DESC. AS BEG N 65D 10M 36S E, 178.80FT FROM THE INTERSECTION OF NLY LINE OF KERCHEVAL AVE AND ELY LINE OF ST. CLAIR AVE TH N 25D 00M 00S W, 165.00FT TH N 65D 10M 36S E, 51.81FT TH N 24D 56M 27S W, 6.00FT TH N 65D 10M 36S E, 65.00 FT TH S 24D 56M 27S E, 171.00 FT TH S 65D 10M 36S W, 116.64 FT TO POB. WCR K 0.45

Tax ID No. 37-003-99-0003-702

Commonly known as: 17141 Kercheval Avenue

Description of Proposed use:

St John Providence Health System proposes to remodel the existing vacant 19053 square foot building for 3005 sq. ft. of retail space on the Kercheval side. The retail space is shown as two tenants on the attached floor plan. The remaining 16,048 sq. ft. would be remodeled for medical offices.

The medical offices would employ a maximum of 20 employees on the day shift with an equivalent number of vehicles.

Normal Hours of operation for the medical offices could range from 6:00 am to 12:00 pm. Physical Therapy tends to offer early morning hours and Urgent Care tends to stay open late in the evenings.