



LINCOLN PARK PLANNING COMMISSION
CITY HALL – COUNCIL
CHAMBERS 1355 SOUTHFIELD
ROAD LINCOLN PARK, MICHIGAN

SPECIAL MEETING
November 15, 2017 at 7:00 p.m.

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Approval of previous minutes**
- V. Approval of Agenda**
- VI. Old Business**
 - A. 25500 Outer Drive (Ford / UAW Training Facility): Request to Waive Architectural Standard
 - B. 3461 Fort St. (Lincoln Perk): Public Hearing
 - C. 3461 Fort St. (Lincoln Perk): Special Land Use
 - D. 3461 Fort St. (Lincoln Perk): Site Plan Review
 - E. Master Plan Steering Committee
- VII. New Business**
 - A. None
- VIII. Policy Review and Discussion - None**
- IX. Reports from Departments and Other Boards and Commissions**
- X. Public Comments**
- XI. Comments from Planning Commissioners**
- XII. Adjournment**

The City of Lincoln Park will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed material being considered at the meeting to individuals with disabilities at the meeting/hearing upon seven (7) days prior notice to the City of Lincoln Park. Individuals with disabilities requiring auxiliary aides or services should contact the City of Lincoln Park by writing or calling the following: The Building Department, 1355 Southfield Road, Lincoln Park, MI 48146(313) 386-1800 Ext. 1296

**CITY OF LINCOLN PARK
COUNTY OF WAYNE, STATE OF MICHIGAN
PLANNING COMMISSION MEETING OF OCTOBER 11, 2017**

A Planning Commission of October 11, 2017, held at the City of Lincoln Park City Hall, 1355 Southfield Road, Lincoln Park, Michigan. The meeting was called to order at 7:00 P.M., by Chairman Kissel presiding.

PRESENT: Kissel, Graczyk, Briones, Horvath, Kelsey

ABSENT: Palmer, Medina

EXCUSED: Palmer, Mediana

ALSO PRESENT: Leah DuMouchel, John Meyers

Moved by Mr. Kissel, supported by Mr. Graczyk to approve the meeting Minutes of September 13, 2017. **MOTION CARRIED**

The Agenda was approved as written.

UNFINISHED BUISNESS:

None

NEW BUSINESS

A. Proposed Master Plan Scope -

A Master Plan Update will take a measured and thorough approach to reflecting the changed conditions within the City and community engagement form the primary tools which to chart realistic and achievable course toward a healthy, revitalized, and smoothly functioning community. The following tasks will be executed during the course of the master planning process

Task 1: Organization and Administration, Task 2: Community Engagement, Task 3: People, Task 4: Land, Task 5: Systems, Task 6: Future Planning, Task 7: Implementation Priorities, Task 8: Public Hearing and Plan Adoption, Task 9: Final Documents. At the conclusion of these tasks (approx. one year), the City of Lincoln Park will be well positioned with current and accurate understanding of the communities circumstances, a well-developed vision of the citizens' preferred future, and a highly implementable path toward it.

Local Groups that should be involved in the committee: DDA, Schools, PTA, Economic Development, Council members, any Neighborhood Associations, Exchange clubs. Local Business, Parks & Rec, Chamber of Commerce, Parade Committee, DPS, Hands of the City, Preservation Lions, Friends of the Library.

Larry Kelsey and Mike Horvath volunteered to be part of the committee.

Motion by Kissel, to begin the process of updating the City of Lincoln Park Master Plan, support by Horvath.

Motion carried unanimously

Leah will prepare all the required Master Plan documents to be placed on an upcoming City Council agenda.

POLICY REVIEW AND DISCUSSION

None

REPORTS FROM DEPARTMENTS AND OTHER BOARDS AND COMMISSIONERS

None

PUBLIC COMMENTS

None

COMMENTS FROM THE PLANNING COMMISSIONERS

Councilman Graczyk, inquired about the status of the Sonic Restaurant. Mr. Meyers, Building Official responded the Sonic is presently being reviewed by the Building Department with only the signage remaining with a possible variance required for their submitted signage.

Council asked about all the car places with no outside storage, storing their vehicles all over the lot and covering the sidewalk. Mr. Meyers stated there are currently three of the facilities in the court process.

White Castle has postponed their construction till sometime after the New Year.

The Taco Bell project has been put on hold by the applicant.

ADJOURMENT

Motion by Kelsey, support by Horvath, the meeting adjourned at 7:46 P.M. **MOTION CARRIED**

Mr. Kevin Kissel, Chairman

UAW Ford Technical Training Center (TTC)

Wloszek, Donald (D.W.) <dwloszek@ford.com>

Wed 10/18/2017 5:03 PM

To: Leah DuMouchel <ldumouchel@bria2.com>; John Meyers <jmeyers@safebuilt.com>;

Cc: Joyce Lawton <jlawton@brinkergroup.com>; Jason Livernois (jlivernois@brinkergroup.com) <jlivernois@brinkergroup.com>; Jeff Kuhary <jkuhary@brinkergroup.com>; Bart Reed <bart@dsonline.com>; Lincoln Calhoun (lcalhoun@sdg-assoc.com) (lcalhoun@sdg-assoc.com) <lcalhoun@sdg-assoc.com>; Melaney M. Huehl (mhuehl@dsonline.com) <mhuehl@dsonline.com>; Atkins, Dwayne (D.A.) <datkins1@ford.com>; Armstrong, Robert (R.W.) <rarmst93@ford.com>;

 1 attachments (493 KB)

A-201B - North Elevation - PLANNING COMMISSION (1).pdf;

John, from our discussion this afternoon, permit drawings were submitted for review. We have not received any comments back. At your earliest convenience please reply to all with the comments, or call me at 313-350-5160 so we can pick up the drawings with the comments. We will incorporate the comments, and ensure they are available on site for a city inspector.

Leah, attached is a PDF that has two north elevation drawings. The difference between the two drawings is the number of window mullions. Adding mullions will cost the project at least \$7k. I would like to request this item be put on the agenda for a future planning commission meeting. The request of the planning commission is to allow us to build the option that shows less mullions.

Thank you,

Don Wloszek, LEED® AP
Project Manager – VDTP
Ford Land
330 Town Center, Suite 1100
Dearborn, MI, 48126
M 313-350-5160
dwloszek@ford.com

3461 Fort Street – Lincoln Perk Special Land Use Review

Applicant	Teresa Lupinski and Rudolph Cianfarani
Project	Lincoln Perk, Coffee Shop Drive-Through
Address	3461 Fort Street, Lincoln Park MI 48146
Date	November 15, 2017
Request	Special Land Use Approval
Recommendation	Approve

REQUEST

The applicant proposes to convert a vacant bank into a drive-through establishment serving coffee and limited packaged food. Coffee houses are a permitted and desirable use in the Neighborhood Business District. All drive-through facilities in the Neighborhood Business District require Special Land Use Approval.

CRITERIA FOR REVIEW

The following conditions are all required to be met before a Special Land Use approval may be granted:

- 1) The special use will promote the use of land in a socially and economically desirable manner for persons who will use the proposed land use or activity, for landowners and residents who are adjacent thereto and for the City as a whole;
This condition is met!
- 2) The special use is compatible and in accordance with the goals, objectives and policies of the City's Comprehensive Development Plan;
This condition is met.
- 3) The special use is necessary for the public convenience at that location;
This condition is met.
- 4) The special use is compatible with adjacent uses of land, and can be constructed, operated and maintained so as to continue to be compatible with the existing or intended character of the general vicinity and so as not to change the essential character of the area in which it is proposed;
This condition is met.

- 5) The special use is so designed, located and proposed to be operated that the public health, safety and welfare will be protected;
This condition is met.
- 6) The special use can be adequately served by public services and facilities without diminishing or adversely affecting public services and facilities to existing land uses in the area;
This condition is met.
- 7) The special use will not cause injury to the value of other property in the neighborhood in which it is to be located;
This condition is met.
- 8) The special use will protect the natural environment, help conserve natural resources and energy, and will not involve uses, activities, processes, materials and equipment or conditions of operation that will be detrimental to the natural environment, public health, safety or welfare by reason of excessive production of traffic, noise, smoke, odors or other such nuisance;
This condition is met.
- 9) The special use is within the provisions of uses requiring special approval as set forth in the various zoning districts herein, is in harmony with the purposes and conforms to the applicable regulations of the zoning district in which it is to be located, and meets applicable site design standards for use in Section 1296.02; and
This condition is met.
- 10) The special use is related to the valid exercise of the City's police power and purposes which are affected by the proposed use or activity.
This condition is met.

RECOMMENDATION

It is recommended that the City of Lincoln Park Planning Commission **approve** the Special Land Use of a drive-through coffee shop as proposed in the accompanying site plan, dated October 11 2017 with Sheet 2 revision dated October 18 2017, subject to the conditions of site plan approval noted in the Site Plan Review report dated November 15, 2017.

3461 Fort Street - Lincoln Perk

Site Plan Review

Applicant:	Teresa Lupinski and Rudolph Cianfarani
Project:	Lincoln Perk, Coffee Shop Drive-Through
Address:	3461 Fort Street, Lincoln Park, MI 48146
Date:	November 15th, 2017
Request:	Site Plan Approval
Recommendation:	Approve with conditions

GENERAL

All elements of the site plan shall be designed to take into account the site's topography, the size and type of plot, the character of adjoining property, and the traffic operations of adjacent streets. The site shall be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this Zoning Code. The site plan shall conform with all requirements of this Zoning Code, including those of the applicable zoning district(s).

Project and Site Description

The applicant proposes to convert a vacant bank into a drive-through coffee shop. Located on Fort Street, a heavily transited road, this property would be a commercial use with 524 square feet of gross floor area and three employees on its largest shift. The property's parking lot is U-shaped because it previously featured a drive through for the bank's clientele.

Site conditions

The site is located between Liberty Avenue and Buckingham Avenue on Fort Street and is zoned Neighborhood Business District (NBD). On the parcel sits a modest, vacant brick building. The site is accessible by foot via the sidewalk and by vehicle through one ingress point on the southern portion of the parcel that wraps around the building and splits into three covered lanes.

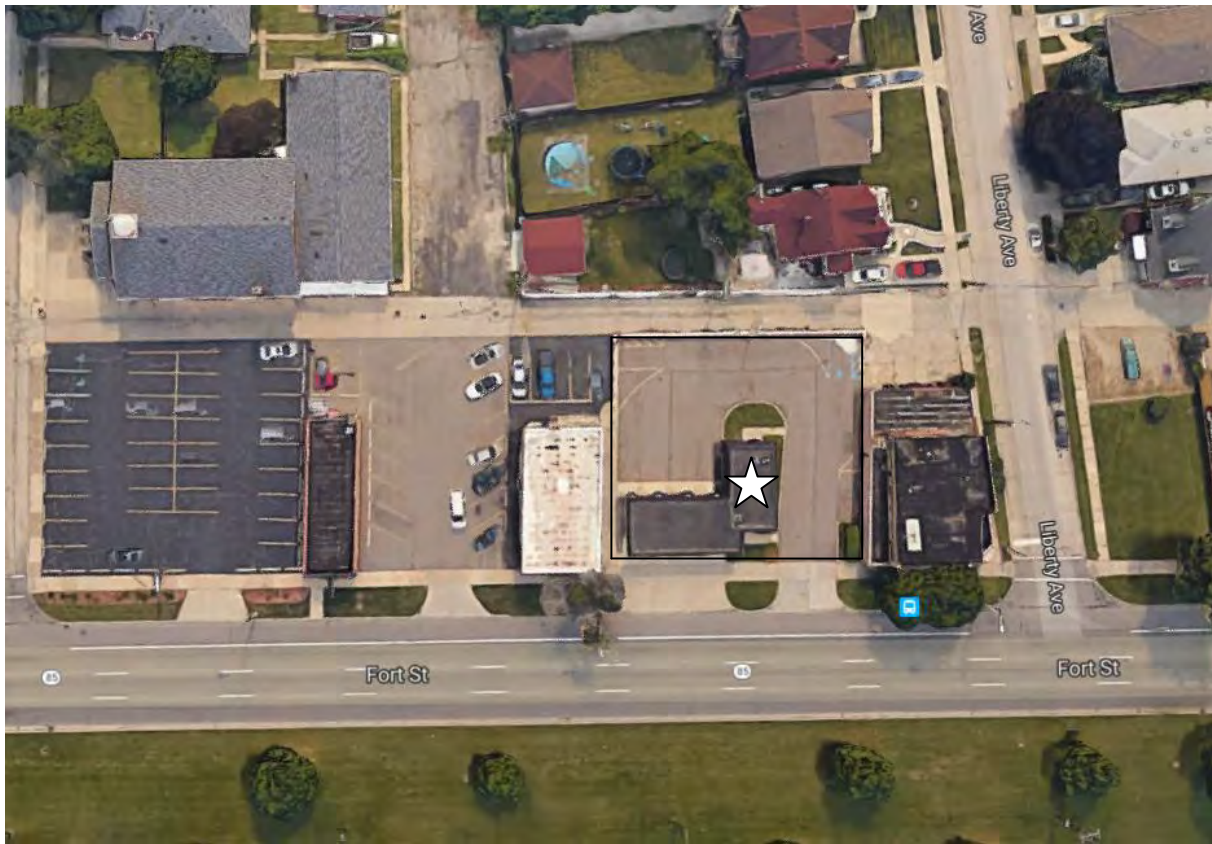


Figure 1: Aerial View

Master Plan

Future Land Use Classification

The site is designated for Neighborhood Commercial uses on the Future Land Use Map in the Lincoln Park Comprehensive Plan developed in 2007 and revised in 2011.

Intent; Desirable Uses and Elements

“The Neighborhood Commercial land use category allows for small shops and businesses that primarily serve local residents. Pedestrian traffic is encouraged and accommodated, with limited automobile parking provided on-street or behind the building. Neighborhood Commercial uses should blend seamlessly into their surroundings. Signs, lighting, and hours of operation should be compatible with and have little impact on nearby residential properties.”

The permitted uses specifically calls for coffee houses; this condition is met.

Land Use and Zoning

Zoning

The site is zoned Neighborhood Business District. The permitted uses for this zone are intended to service the adjacent residential neighborhoods without disrupting them. “The intent of the District is also to encourage the concentration of neighborhood business areas that harmonize with the character of surrounding uses to the mutual advantage of both consumers and merchants and thereby to promote the best use of land at certain strategic locations and to avoid the continuance of encouraging marginal, strip, business development along major thoroughfares. The intended potential customer base for these uses are the residential neighborhoods immediately adjacent to a Neighborhood Business District (NBD).”

Drive throughs serving food and/or beverages are permitted after special land use approval is granted in the Neighborhood Business District.



Figure 3: Zoning Map

Proposed and Existing Uses

Site	Drive through coffee shop/Neighborhood Business District
North	Commercial, Neighborhood Business District

East	Residential, Single-Family Residential
South	Commercial, Neighborhood Business District
West	Commercial, Neighborhood Business District

Dimensional Standards

The dimensional requirements of the NBD district are described in the chart below. (§1294.32, except where noted.)


	Required	Provided	Compliance
Lot Width	40 ft.	90 ft.	Met
Street Frontage (§1294.09)	Shrubbery and low retaining walls 2 ½' < height < 8'	Proposed shrubbery is 24". Applicant documented that tree branches higher than 18" will be trimmed.	Met
Lot Area	4,000 sq. ft.	90 ft. x 100 ft.= 9,000	Met
Lot Coverage	50%	524/9,000= 5.8%	Met
Height	2 stories, or 25 ft.	13.3 ft	Met
Setback – Front	40% or more of the frontage within the same block.	15 ft. The 3 existing commercial buildings on the block range from 0 to 13 ft.	Met
Setback – Sides	0 ft.	36.6ft/45.3 ft	Met
Setback – Rear	0 ft. when abuts a public alley	45.7 ft	Met

Items to be addressed

- None

BUILDING DESIGN

The building design shall relate to the surrounding environment in regard to texture, scale, mass, proportion, and color. High standards of construction and quality materials will be incorporated into the new development. In addition to following design guidelines adopted in specific district or sub-area plans, the building design shall meet the requirements of Section 1296.04, Standards for Architecture and Building Materials.

Required	Compliance
<ul style="list-style-type: none"> Building mass, height, bulk and width-to-height ratio within 50-150% of buildings within 500' <p><i>This condition is met.</i></p>	Met
<ul style="list-style-type: none"> Architectural variety <p><i>This condition is met.</i></p> <ul style="list-style-type: none"> Similar materials and entrances to buildings within 500' <p><i>This condition is met.</i></p> 	Met
<ul style="list-style-type: none"> Building materials: primarily natural products conveying permanence (brick, decorative masonry block, stone, or beveled wood siding) = 75% of each façade (industrial districts, 50% if facing ROW) <p><i>Each façade is greater than 75% of brick.</i></p> <ul style="list-style-type: none"> 25% may be glass, exterior insulation finish systems (EIFS), vinyl, aluminum, or steel siding; or similar synthetic or highly-reflective materials (industrial districts not facing public streets or freeways, these and pre-cast concrete or plain masonry block) Natural colors (bright for decorative features only) <p><i>North elevation: 11% glass, south elevation: 0% glass, east elevation: 24% painted steel door</i></p>	Met
<ul style="list-style-type: none"> Façade: <100' uninterrupted <p><i>Façade is less than 100'</i></p> <ul style="list-style-type: none"> If >100' = recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed trim, brick bands, contrasting courses of material, cornices or porches All sides similar <p><i>All sides are made of the same material; this condition is met.</i></p>	Met
<ul style="list-style-type: none"> Windows: vertical, recessed, visually-obvious sills Spaces between windows = columns, mullions, or material found elsewhere on the façade Front facades > 25% windows Size, shape, orientation, spacing to match buildings within 500' <p><i>The 3-lane drive through occupies the majority of the site's frontage. There are no windows in the small building, and no room on the street-facing façade to add them.</i></p>	Met
<ul style="list-style-type: none"> Main entrances: doors larger Framing devices (overhangs, recesses, peaked roof forms, porches, arches, canopies, parapets, awnings, display windows, accent colors, tile work, moldings, pedestrian-scale lighting, distinctive door pulls) <p><i>This is a drive-through only establishment; there is no main entrance</i></p>	N/A
<ul style="list-style-type: none"> Pitched / shingled roof forms suggested; overhanging eaves with slope of 0.5 to 1 <p><i>Flat roof is existing</i></p> <ul style="list-style-type: none"> Rooflines >100' = roof forms, parapets, cornice lines <p><i>Roofline is less than 100'.</i></p> <ul style="list-style-type: none"> Roof-top mechanical equipment screened by roof form. <p><i>No screening details provided. No roof-top mechanical equipment is visible currently, and no changes are proposed.</i></p>	Met

Items to be addressed

- None

PRESERVATION OF SIGNIFICANT NATURAL FEATURES

Judicious effort shall be used to preserve the integrity of the land, existing topography, and natural, historical, and architectural features as deemed in this Zoning Code, in particular flood hazard areas and wetlands designated/regulated by the Michigan Department of Environmental Quality, and, to a lesser extent, flood hazard areas and wetlands which are not regulated by the Department.

There are no significant natural features to preserve.

Items to be addressed

- None

SIDEWALKS, PEDESTRIAN AND BICYCLE CIRCULATION

The arrangement of public or common ways for vehicular and pedestrian circulation shall be connected to existing or planned streets and sidewalks/ pedestrian or bicycle pathways in the area. There shall be provided a pedestrian circulation system which is separated from the vehicular circulation system. In order to ensure public safety, special pedestrian measures, such as crosswalks, crossing signals and other such facilities may be required in the vicinity of primary and secondary schools, playgrounds, local shopping areas, fast food/ service restaurants and other uses which generate a considerable amount of pedestrian or bicycle traffic.

The site is served by one sidewalk running along Fort Street to the west of the property. It is not serviced by a crosswalk because it is not located on a corner parcel. Approximately two-thirds of the site's frontage is taken up by two curb cuts: a 21.9' curb cut for vehicles to enter the site, and a 41.2' curb cut through which as many as three vehicles could exit the site at once. The proposed drawings includes two striped "Stop" lines at the vehicular exit along with an "Exit" sign, and two "Pedestrian Crossing" signs at the exit medians. Drivers are guided into the drive-through with an "Entrance" sign and painted arrows on the ground to direct them around to the service window.

The required 10 stacked vehicles fit on the lot only if there are two vehicles lined up at the outside lane. If there is overflow where stacked vehicles are blocking the right-of-way, the Manager or Assistant Manager who will be alerted to this situation by an outdoor camera, will come out to direct traffic to the 2nd drive-through lane to mitigate potential collision with pedestrians. The applicants note that the largest vehicle on the market (F150 extended cab) is only 17.33 feet long, and the regulation accommodates 24' long vehicles, leaving more room within the lot to help ensure that vehicles are not blocking the right-of-way.

There are no bicycle lanes along Fort Street, and the proposed drive-through use is specifically auto-oriented. No bicycle parking is requested.

Items to be addressed

- Applicant to comply with City Standards for concrete sidewalks. The City Engineer stated that any broken or cracked sidewalks in the Fort Street right of way and onsite must be repaired.

PARKING

The number and dimensions of off-street parking [spaces] shall be sufficient to meet the minimum required by this Zoning Code. However, where warranted by overlapping or shared parking arrangements, the Planning Commission may reduce the required number of parking spaces, as provided in this Zoning Code.

Use	Required	Proposed	Compliance
§1290.02 Drive-in and drive-through restaurants	One (1) for every two (2) seats in an established seating plan area = 0 Plus one (1) for every fifteen (15) square feet of usable customer area other than in an established seating plan area = 0 Plus one (1) for every two (2) employees based upon maximum employment shift (3 employees) = 2 Plus one (1) for every outside customer automobile service stall area = 0 Total = 2	No seating area=0 0 2 0 2 proposed	Met
§1290.03 Stacking spaces	Ten (10) 10’ x 24’ stacking spaces per window = 10 spaces	10	Met

Paving detail is required for all areas which need repaving; those areas are to be determined by the City of Lincoln Park Department of Public Works.

§1290.05 Off-Street Parking B Areas; Business Districts.

Off-street parking in a Neighborhood Business District (NBD), Municipal Business District (MBD), Central Business District (CBD), or Regional Business District (RBD) shall conform to the following requirements:

Off-street parking B areas shall be curbed with concrete curbs and gutters. Necessary curbs or other protection for the public and for the protection of adjoining properties, streets and sidewalks shall be provided and maintained.

Curb and gutter already exist on the property.

Whenever such parking facility adjoins residential property and/or a residential street or alley, a solid masonry wall, ornamental on both sides, and not less than six (6) feet in height, shall be erected and maintained. Such walls shall be constructed of the same materials as that of the main or principal building, and be faced with either brick, decorative block, or pre-cast concrete formed into a decorative pattern and painted in the same color scheme as that of the principal building. The location of the wall and lot barrier facing a residential street shall be determined with due regard for side yard requirements and the building setback line adjoining the Residential District, as may be required in the particular business district. Bumper guards of a type described in subsection (k) hereof shall be provided to prevent vehicles from striking the wall.

The eastern side of the parcel abuts a residential zone separated by a 14 foot alley. There is an existing masonry wall that is 2.4 feet in height. To meet the 6 feet screening requirement, the applicants have proposed building on top of the wall and extending it to 6 feet. The applicants have asked to use Simtek fencing instead of a masonry wall. The Building Department has agreed to allow Simtek fencing because it serves the purpose of preventing noise and light from disturbing residential areas. However, the Simtek fencing must be installed into the ground, and not on top of the existing wall.

The entrance to such area shall be only from the adjoining principal use or adjoining alley. Parking lots shall be designed to prevent vehicles from backing into the street, backing into an access drive, or requiring the use of the street for maneuvering between parking rows.

This condition is met.

All illumination for such parking facilities shall be deflected away from residential areas and shall be installed in such manner as to allow the reduction of the amount of light after normal parking hours each day. All parking lot lighting shall be designed, located, and shielded to prevent glare onto adjacent properties, and shall be arranged to prevent adverse effects on motorist visibility on adjacent rights-of-way. The source of illumination shall not be more than twenty-five (25) feet above the parking surface.

This is addressed under Lighting, below.

In all cases where such parking facilities abut public sidewalks, a wall or curb at least six (6) inches high, or steel posts twenty-four (24) to thirty (30) inches high and not more than five (5) feet apart, set (3) three feet in concrete, shall be placed thereon so that a motor vehicle cannot be driven or parked with any part thereof extending within two (2) feet of a public sidewalk.

There are no parking facilities that abut public sidewalks.

1294.16(b) The entire parking area shall be paved with a permanent surface of concrete or plant- mixed bituminous material and shall be graded and drained in accordance with Section 1290.04(b)(4), Off-Street Parking A Areas; Residential Districts Adjoining Business or Industrial Districts. Any unpaved area of the site shall be landscaped with lawn or other horticultural materials, maintained in a neat and orderly fashion at all times and separated from the paved area by a raised concrete curb, six (6) inches in height.

Because the previous use was a drive-through it is likely that the parking area is paved with the correct materials, and that the curb cuts are 6 inches in height; however, the site plan does not

confirm either of these requirements. There are no proposed unpaved areas. Comments from the City Engineer state that the existing parking lot shows signs of cracking and separation. These cracks will have to be jointed sealed with hot asphaltic based sealer and the parking lot should be completely sealed prior to restriping.

Stacking

The following narrative is provided by the applicant:

“Stacking of vehicles: We are unable to get 10 cars from the sidewalk on the Southside of the building to the sidewalk on the North side of the building. The code is 10’ X 24’ per vehicle. The largest vehicle according to Google is 17.33’, which is an F150 extended cab. If we use those figures we can get 10 cars on the inside lane around the building & thru to the pickup window. Since that is not possible (per code), we have changed the area for the drive thru to the outside lane coming into the inside lane to the Speaker to order & Drive up window. If there is an overflow of vehicles that may extend out to Fort Street, we will have camera’s facing that area to let us see this & we will direct the appropriate cars to the 2nd drive thru. If this occurs then we will have a manager or assistant manager take the order out to the vehicle for the delivery via the front of the drive where the sign stating Pedestrians crossing will be viewable.

Note: We will also be installing a sign that says no Commercial vehicles, as they are higher than our 9’ clearance thru the drive thru area.”

Items to be addressed

- Planning Commission to determine whether the proposed stacking arrangement is acceptable as presented*
- Applicant to provide the Simtek wall installation details*
- Simtek wall to be installed into the ground, not on top of the existing fence*
- Concrete sidewalks shall be brought up to City standards*
- Applicant to joint seal cracks in parking lot with asphaltic based sealer*
- Applicant to completely reseal the parking lot prior to restriping*
- Applicant to provide paving detail for all areas determined by the City of Lincoln Park Department of Public Works to require repaving*

BARRIER-FREE ACCESS

The site has been designed to provide barrier-free parking and pedestrian circulation.

Required Spaces	Required Barrier-Free Spaces	Proposed Barrier-Free Spaces	Compliance
1-25	1	1	Met

§1290.02(g) “Within each parking lot, signed and marked barrier-free spaces measuring twelve (12) feet in width shall be provided at a convenient location, in accordance with the following table. Barrier-free parking space requirements shall be in accordance with the Michigan Department of Labor, Construction Code Commission, Barrier Free Design Division.”

Items to be addressed

- Applicant to extend width of barrier-free parking from 9.5 feet to 12 feet.

LOADING

All loading and unloading areas and outside storage areas, including refuse storage stations, shall be screened in accordance with this Zoning Code.

Gross Floor Area	Loading Spaces – Required	Loading Spaces – Provided	Compliance
524	None	1	Met

The gross floor area of this site does not require a loading space. However, because one is proposed, it must follow the ordinance section below:

§1290.09(c) “No loading space shall be located closer than fifty (50) feet from any residentially zoned district unless located within a completely enclosed building or unless enclosed on all sides facing a residential district by a solid masonry wall, ornamental on both sides, and not less than six (6) feet in height. Such walls shall be constructed of the same materials as that of the main or principal building, and be faced with either brick, decorative block, or pre-cast concrete formed into a decorative pattern and painted in the same color scheme as that of the principal building. Lights used to illuminate loading areas shall be arranged so as to reflect away from adjacent areas.”

This condition is met.

Items to be addressed

- None

ACCESS, DRIVEWAYS, AND VEHICULAR CIRCULATION

Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site shall be provided. Drives, streets, parking and other elements shall be designed to discourage through traffic, while promoting safe and efficient traffic operations within the site and at its access points. All driveways shall meet the design and construction standards of the City. Access to the site shall be designed to minimize conflicts with traffic on adjacent streets, particularly left turns into and from the site. For uses having frontage and/or access on a major traffic route, as defined in the City of Lincoln Park Comprehensive Development Plan, the number, design, and location of access driveways and other provisions for vehicular circulation shall comply with the provisions of Section 1290.10, Access Management Standards.

The proposed development is on Fort Street, which is subject to the Access Management standards of §1290.10.

Required	Provided	Compliance
<ul style="list-style-type: none"> • Single two-way driveway or pair of one-way driveways • Two-way: 25' < throat width < 30' (face to face of curb). One-way paired: each 20' measured perpendicularly. May be separated by 10' median; sidewalks shall be continued or maintained • 25' radii; 30' radii where daily truck traffic expected • Corner lots: one access point per street with >100' frontage • If frontage >300' and documented need (ITE), may allow additional access with design restrictions If frontage >600', max of 3 drives may be allowed; one with design restrictions 	<p>Pair of one-way drives</p> <p>Entrance is 21.9 feet, exit is 41.2 feet, but each pass through vehicle lane is between 8-8.5 feet.</p> <p>Turning radii range between 9.25 and 10.75 feet; sufficient because not expecting truck traffic</p> <p>Frontage is less than 300'</p> <p>The site is not a corner lot</p>	<p>Met</p>
<ul style="list-style-type: none"> • Shared access: driveways along property lines, connecting parking lots, on-site frontage roads, rear service drives. Encouraged and may be required for sites within 1/4 mile of major intersections; having dual frontage; with <300' frontage; with sight distance problems; along congested or accident-prone roadway segments • Connection to adjacent facilities may be required; site accommodation may be required for future connection to undeveloped adjacent property • Letters of agreement or access easements required 	<p>Not current shared access, but it is encouraged because the neighboring site and the proposed site combined have a frontage of less than 300'.</p>	<p>Met</p>
<ul style="list-style-type: none"> • Triangular unobstructed view areas: from corner of two ROWs, 25' along each; from corner of ROW and driveway, 10' along driveway and 5' along ROW • Grass / groundcover only in 3' strip abutting driveway and ROW • Trees permitted if trimmed between 30" and 6' from ground level 	<p>View is unobstructed</p> <p>No grass or groundcover dimensions proposed</p> <p>No trees proposed</p>	<p>Met</p>

<ul style="list-style-type: none"> • May require drive to be located on the far side of the property from congested intersections • >150' from signalized intersection or 4-way stop, or right-turn-only at 75' from intersection • >100' otherwise • >200' from centerline of I-75 access ramps 	<p>The site is not within 200 ft of a signalized or 4-way stop.</p> <p>The site is not on an access ramp for I-75.</p>	<p>Met</p>
<ul style="list-style-type: none"> • Same side of street: Driveway spacing determined by speed limits in §1290.10 • Across the street: Driveways directly aligned or >150' offset (excludes right-turn-only) • <i>Directional driveways, divided driveways, and deceleration tapers and/or by-pass lanes may be required by the Planning Commission where they will reduce congestion and accident potential</i> 	<p>Speed limit =45mph=230 ft minimum driveway spacing; spacing from drawings is 125 feet.</p> <p>No data on congestion and accident potential accessing the site</p>	<p>Not met, Planning Commission waiver requested</p>

Items to be addressed

- Driveway spacing and measurements do not currently meet the access management standards of §1290.10. Planning Commission to consider whether the existing features, which are also the proposed features, represent the application to the maximum extent possible*
- Fort St. (M-85) is under the jurisdiction of the Michigan Department of Transportation. Applicant to secure all appropriate permits and approvals from MDOT; it is recommended that the applicant seek immediate feedback on whether the proposal is consistent with MDOT's access management standards*

EMERGENCY VEHICLE ACCESS

All buildings or groups of buildings shall be arranged so as to permit necessary emergency vehicle access as required by the Fire Department and Police Department.

The Lincoln Park Fire Department reviewed the site plan and state that the height of the drive through lane is not provided, however the fire engine would park on Fort Street if needed.

Items to be addressed

- None*

STREETS

All streets shall be developed in accordance with the City of Lincoln Park Subdivision Control Ordinance and construction standards, unless developed as a private road in accordance with the requirements of the City.

No new streets are proposed.

Items to be addressed

- None

LANDSCAPING, SCREENING, AND OPEN SPACE

The landscape shall be preserved in its natural state, insofar as practical, by removing only those areas of vegetation or making those alterations to the topography which are reasonably necessary to develop the site in accordance with the requirements of this Zoning Code. Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property. Landscaping, landscape buffers, greenbelts, fencing, walls and other protective barriers shall be provided and designed in accordance with the provisions of Section 1296.03, Landscaping Standards. Recreation and open space areas shall be provided in all multiple-family residential and educational developments.

	Required	Proposed	Compliance
Street Landscaping	Greenbelt, 10' width minimum with groundcover	9' greenbelt between street and sidewalk	Substantially met, Planning Commission waiver sought
	1 tree and 4 shrubs per 40' of street frontage 95 ft.= 2 trees and 9.5 (10) shrubs 30% gradual compliance = 1 tree and 3 shrubs	1 tree and 4 shrubs	Met
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge		N/A
	10% of total lot area landscaped, including groundcover (9,000 Sq ft *0.1) = 900 Sq ft. landscaping	1,001 ft	Met
Interior Landscaping	Interior landscaping to be grouped near entrances, foundations, walkways, service areas		Met

	Required	Proposed	Compliance
	1 tree per 400 sf of required landscaping and 1 shrub per 250 sf of required landscaping 900 Sq ft = 2 trees and 4 shrubs	3 trees and 11 shrubs	Met
Parking Lot	1 deciduous or ornamental tree per 10 parking spaces		N/A; fewer than 10 spaces required
	100 sf of planting area per tree		
Screening	Waste receptacle: Decorative masonry wall of at least 6' with solid or impervious gate		Met

§1294.28(a) Where a Business or Industrial District abuts directly upon a Residential District, a landscaped greenbelt meeting the requirements of Section 1296.03, Landscaping Standards, shall be provided and maintained along its entire length by the users of the business or industrially zoned property. In addition, such Business or Industrial District shall be screened from such contiguous, residentially zoned district by either a building housing a permitted use or by a solid masonry wall, ornamental on both sides, and not less than six (6) feet in height above grade, between the required greenbelt area and the commercial or industrial use. Such walls shall be constructed of the same materials as that of the main or principal building, and be faced with either brick, decorative block, or pre-cast concrete formed into a decorative pattern and painted in the same color scheme as that of the principal building.

The measurements of the greenbelt substantially, but not fully, meet the landscape requirements. The proposed Simtek wall has been approved. The screening condition is met.

§1294.16(a) When a drive-in or drive-through establishment adjoins property located in any Residential District, a solid masonry wall, ornamental on both sides, six (6) feet in height, shall be erected and maintained along the interior line, or if separated from the residential zone by an alley, then along the alley lot line. In addition, all outside trash areas shall be enclosed by such six (6)-foot masonry wall. Such walls shall be constructed of the same materials as that of the main or principal building, and be faced with either brick, decorative block, or pre-cast concrete formed into a decorative pattern and painted in the same color scheme as that of the principal building. Such wall shall be protected from possible damage inflicted by vehicles using the parking area by means of precast concrete wheel stops at least six (6) inches in height, or by firmly implanted bumper guards not attached to the wall, or by other suitable barriers.

This condition is met.

Items to be addressed

- Planning Commission to consider whether the proposed landscaping features represent the application to the maximum extent possible*
-

SOIL EROSION CONTROL

The site shall have adequate lateral support so as to ensure that there will be no erosion of soil or other material. The final determination as to adequacy of, or need for, lateral support shall be made by the Building Superintendent or City Engineer.

Soil erosion measures are under the jurisdiction of Wayne County and shall comply with the applicable standards.

Items to be addressed

- Applicant to comply with all soil erosion control measures and permits issued by Wayne County.*
-

UTILITIES

Public water and sewer facilities shall be available or shall be provided for by the developer as part of the site development, where such systems are available.

The site is served by municipal water and sanitary sewer. Comments from the City Engineer state that the developer should verify with the City the existing water service type and size. If the lead service or if the service is undersized for the proposed building use, it must be replaced. The City Engineer also mentioned that the existing utilities are very old and it is strongly recommended to videotape the existing sewer lead to determine if conditions prior to any new building renovations. If the service leads need to be replaced, the installation of new service needs to be inspected by the City Engineer.

Items to be addressed

- Applicant strongly recommended to videotape existing sewer lead to determine condition prior to performing any new renovation to the building. New service leads will be inspected by City Engineer*
 - Applicant to verify existing sanitary service type and size with Department of Public Works*
 - Applicant's engineer or architect to determine the water service lead capacity*
-

STORMWATER MANAGEMENT

Appropriate measures shall be taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions shall be made to accommodate stormwater which complements the natural drainage patterns and wetlands, prevent erosion and the formation of dust. Sharing of stormwater facilities with adjacent properties shall be

encouraged. The use of detention/ retention ponds may be required. Surface water on all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic or create standing water.

Stormwater may be under the purview of Wayne County; applicant to work with City Engineer to determine the appropriate permitting process.

Items to be addressed

- *Applicant to work with the City Engineer to review stormwater system to determine the appropriate permitting process*

LIGHTING

Exterior lighting shall be arranged so that it is deflected away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets. Flashing or intermittent lights shall not be permitted.

§1290.05(i) Off-Street Parking

All illumination for such parking facilities shall be deflected away from residential areas and shall be installed in such manner as to allow the reduction of the amount of light after normal parking hours each day. All parking lot lighting shall be designed, located, and shielded to prevent glare onto adjacent properties, and shall be arranged to prevent adverse effects on motorist visibility on adjacent rights-of-way. The source of illumination shall not be more than twenty-five (25) feet above the parking surface.

Photos submitted with the site plan indicate that the location and arrangement of lighting shield the glare onto adjacent properties. The applicants are using the existing lighting and the height of the building lights do not exceed 25 feet. The building is only about 13 feet tall. The height of the existing lampposts are unknown and if the applicants were to propose using new lighting structures, then they would be held to the 25 foot standard. This condition is met.

§1294.16(c) Drive-in and Drive Through Establishments

Lighting shall be installed in a manner which will not create a driving hazard on abutting streets or which will not cause direct illumination on adjacent residential properties, and shall comply with all other requirements of this Zoning Code.

Photos submitted with the site plan indicate that none of the lights are pointed toward residential properties. This condition is met.

§1294.31(g) Performance Standards

Within five-hundred (500) feet of a residentially zoned area, bare bulbs which are visible in the residential area may not exceed fifteen (15) watts. Exterior lighting shall be so installed that the surface of the source of light shall not be visible from the nearest residential district boundary and it shall be so arranged to reflect light away from any residential use. In no case shall more than one (1) foot-candle power of light cross a lot line five (5) feet above the ground. In no case shall more than ten (10) foot- candle power of light exist at any given point on site. Illumination levels shall be measured with a foot-candle meter or sensitive photometer and expressed in foot-candles. Exterior spot lighting or other illumination shall be so

installed as to eliminate any nuisance to adjoining Business and Industrial Districts or the creation of a traffic hazard on public highways.

No data was provided on the type of lighting or wattage that will be used, but the applicants are using the existing lighting. This condition is substantially met.

Items to be addressed

- None

NOISE

The site has been designed, buildings so arranged, and activities/equipment programmed to minimize the emission of noise, particularly for sites adjacent to residential districts.

§1294.31(a)(2) Decibels are not to exceed the frequencies listed in the table below.

Center Frequency (cycles per second) (H2)	Day	Night
31.5	77	72
63	73	68
125	67	62
250	62	57
500	55	50
1,000	51	46
2,000	44	39
4,000	37	32
8,000	33	28

It can be helpful to provide sound data from other franchises to provide an idea of how noisy the establishment could be. The required solid masonry walls will also help buffer noise.

Items to be addressed

- If possible, estimate sound levels at property edges that abut residential zones.*

MECHANICAL EQUIPMENT

Mechanical equipment, both roof and ground mounted, shall be screened in accordance with the requirements of this Zoning Code.

The Equipment Schedule does not appear to have any equipment that is mounted to the roof. However, the Equipment Schedule does not mention air conditioning or heating units which are commonly located on the roof. No equipment is currently visible, and no changes are proposed.

Items to be addressed

None

SIGNS

The standards of the City's Sign Code are met.

No sign plan was provided. Signs are reviewed and permitted by the City of Lincoln Park Building Department.

Items to be addressed

- Applicant to submit a sign plan to the City of Lincoln Park Building Department and secure all required sign permits*
-

HAZARDOUS MATERIALS OR WASTE

For businesses utilizing, storing or handling hazardous material such as automobile service and automobile repair stations, dry cleaning plants, metal plating industries, and other industrial uses, documentation of compliance with state and federal requirements shall be provided.

No hazardous or waste are expected from this development.

Items to be addressed

- None*
-

SITE DESIGN STANDARDS FOR USES PERMITTED AFTER SPECIAL APPROVAL

All applicable standards for uses permitted after special approval are met.

When a drive-in or drive-through establishment adjoins property located in any Residential District, a solid masonry wall, ornamental on both sides, six (6) feet in height, shall be erected and maintained along the interior line, or if separated from the residential zone by an alley, then along the alley lot line. In addition, all outside trash areas shall be enclosed by such six (6)-foot masonry wall. Such walls shall be constructed of the same materials as that of the main or principal building, and be faced with either brick, decorative block, or pre-cast concrete formed into a decorative pattern and painted in the same color scheme as that of the principal building. Such wall shall be protected from possible damage inflicted by vehicles using the parking area by means of precast concrete wheel stops at least six (6) inches in height, or by firmly implanted bumper guards not attached to the wall, or by other suitable barriers.

This condition is addressed under Screening, above.

(b) The entire parking area shall be paved with a permanent surface of concrete or plant- mixed bituminous material and shall be graded and drained in accordance with Section 1290.04(b)(4), Off-Street Parking A Areas; Residential Districts Adjoining Business or Industrial Districts. Any unpaved area of the site shall be landscaped with lawn or other horticultural materials, maintained in a neat and orderly fashion at all times and separated from the paved area by a raised concrete curb, six (6) inches in height.

This condition is addressed under Parking, above.

(c) Lighting shall be installed in a manner which will not create a driving hazard on abutting streets or which will not cause direct illumination on adjacent residential properties, and shall comply with all other requirements of this Zoning Code.

This condition is addressed under Lighting, above.

(d) Adequate ingress and egress shall be provided as prescribed in Chapter 1290, Off-Street Parking and Loading.

This condition is addressed under Access, above.

(e) Before approval is given for any use, a site plan shall be submitted to the Police Department and the Fire Department before submittal to the Planning Commission, for review pursuant to Section 1296.01, Site Plan Review, as to the suitability of the location of entrances and exits to the site, parking area, screening, lighting and other design features.

This condition is addressed under Other Agency Reviews, below.

Items to be addressed

None

OTHER AGENCY REVIEWS

The applicant has provided documentation of compliance with other appropriate agency review standards, including, but not limited to, the Michigan Department of Natural Resources, Michigan Department of Environmental Quality, Michigan Department

of Transportation, Wayne County Drain Commission, Wayne County Health Department, and other federal and state agencies, as applicable.

Permits shall be secured as necessary. Fort Street is under the jurisdiction of MDOT; stormwater will be reviewed by the Wayne County Drain Commission; restaurant licensing is the responsibility of the Wayne County Health Department.

Items to be addressed

- Applicant to secure ROW permit from MDOT as required
- Applicant to secure stormwater permit from Wayne County Drain Commissioner as required
- Applicant to secure food licensing from Wayne County Health Department
- Applicant to secure all other permits and licenses as required

VARIANCES

No variances were requested.

Items to be addressed

None

RECOMMENDATIONS

Findings

The site plan as submitted is in substantial compliance with §1296.01 of the Lincoln Park Zoning Code, Site Plan Review, with the following conditions and waivers.

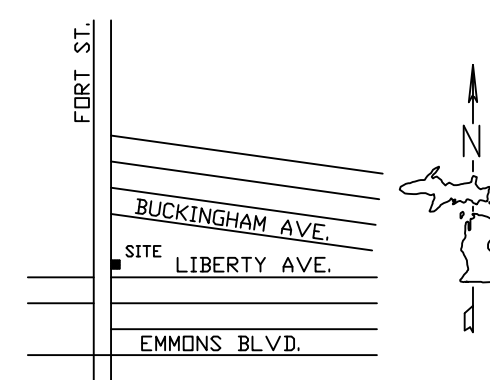
Conditions and Waivers

- Driveway spacing and measurements do not currently meet the access management standards of §1290.10. Planning Commission to consider whether the existing features, which are also the proposed features, represent the application to the maximum extent possible
- Planning Commission to consider whether the existing landscape features, which are also the proposed features, represent the application to the maximum extent possible
- Planning Commission to determine whether the proposed stacking arrangement is acceptable as presented
- Applicant to provide Simtek wall installation details
- Wall to be installed into the ground, not on top of the existing fence
- Concrete sidewalks shall be brought up to City standards

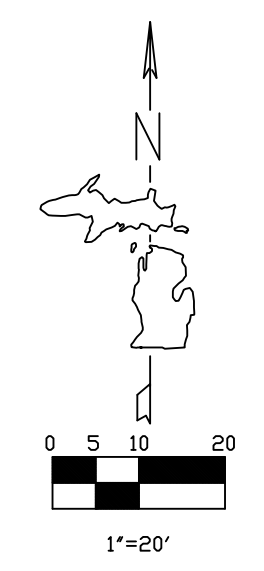
- Applicant to joint seal cracks in parking lot with asphaltic based sealer
- Applicant to completely reseal the parking lot prior to restriping
- Applicant to provide paving detail for all areas determined by the City of Lincoln Park Department of Public Works to require repaving
- Applicant to extend width of barrier-free parking from 9.5 feet to 12 feet.
- Applicant strongly recommended to videotape existing sewer lead to determine condition prior to performing any new renovation to the building. New service leads will be inspected by City Engineer
- Applicant to verify existing sanitary service type and size with Department of Public Works
- Applicant's engineer or architect to determine the water service lead capacity
- Applicant to submit a sign plan to the City of Lincoln Park Building Department and secure all required sign permits
- Applicant to work with the City Engineer to review stormwater system to determine the appropriate permitting process.
- Applicant to comply with all soil erosion control measures and permits issued by Wayne County.
- Applicant to secure stormwater permit from Wayne County Drain Commissioner as required
- Applicant to secure food licensing from Wayne County Health Department
- Fort St. (M-85) is under the jurisdiction of the Michigan Department of Transportation. Applicant to secure all appropriate permits and approvals from MDOT; it is recommended that the applicant seek immediate feedback on whether the proposal is consistent with MDOT's access management standards
- Applicant to secure ROW permit from MDOT as required
- Applicant to secure all other permits and licenses as required

Recommendations

It is recommended that the City of Lincoln Park Planning Commission **approve** the site plan for 3461 Fort St., dated October 11 2017 with sheet 2 revision dated October 18 2017, subject to the conditions and waivers herein.



LOCATION MAP



NOTES:

ZONING - NEIGHBORHOOD BUSINESS DISTRICT
 BUILDING SIZE - 17.1x32.1
 HEIGHT - 13.3
 PARKING SPACES (P.S.)
 1 B.F., 2 OTHERS, 3 TOTAL
 9.5'x20' DIMENSIONS
 UTILITIES - EXISTING BUILDING IS ALREADY CONNECTED TO ALL UTILITIES, NO CHANGES ARE PROPOSED. DRAINAGE IS SHEET FLOW, ALL GOING TO ALLEY IN THE REAR.

OWNERS -
 RUDDOLPH CIANFARINI
 2621 2ND ST.
 WYANDOTTE, MI. 48192
 313-310-1369

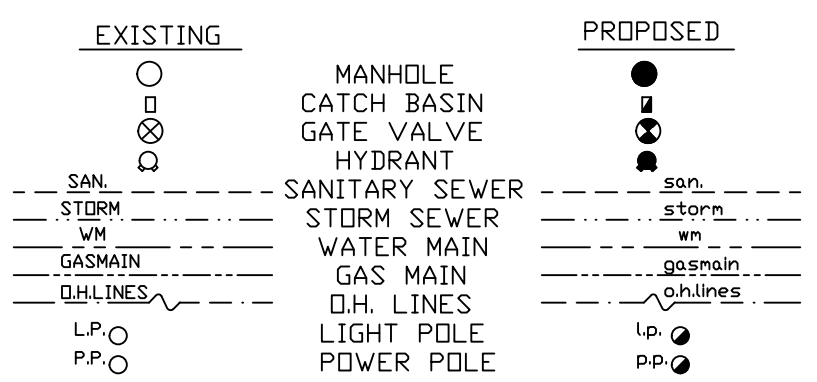
TERESA LUPINSKI
 3461 FORT ST.
 LINCOLN PARK, MI. 48146
 313-266-6787

ARCHITECT -
 PIZZO DEVELOPMENT GROUP, LLC
 349 ANTOINE ST.
 WYANDOTTE, MI. 48192
 7 TONY PIZZO
 313-999-4549

ENGINEER -
 DAVIS ENGINEERING
 20960 MILWAUKEE RD.
 BRITTON, MI. 49229
 7 MARC W. DAVIS, P.E.
 734-755-9035

SURVEYOR -
 APEX SURVEY
 36554 GRANDDON
 LIVONIA, MI. 48150
 7 JOHN S. BLANCHARD, P.S.
 734-634-3591

LEGEND



DESCRIPTION (45-012-08-1797-001)

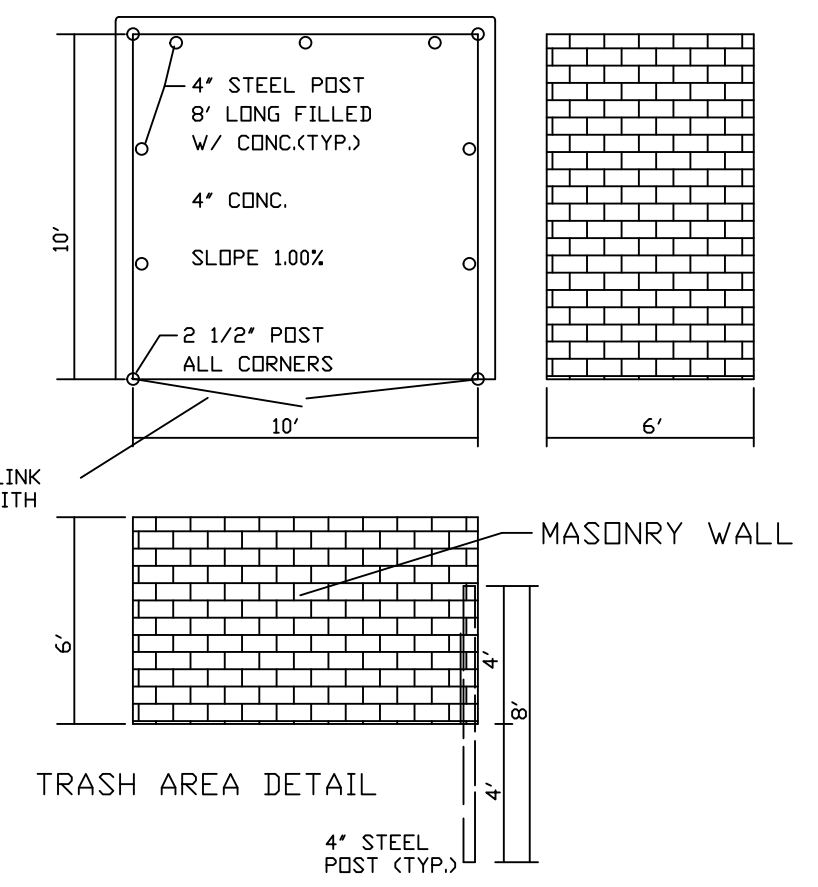
LOTS 1797 THRU 1801, INCLUSIVE, EXCEPTING THE WEST 17.02 FEET, THEREOF 'EMMONS ORCHARD SUBDN NO. 2' OF PART OF LOTS 1-2-3 AND 9 OF THE McDONALD TRACT P.C. 48, TOWNSHIP OF ECDORSE (NOW CITY OF LINCOLN PARK), WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 41 OF PLATS, PAGE 88, WAYNE COUNTY RECORDS.

CONTAINING 0.213 ACRES OF LAND MORE OR LESS.

SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

3 WORKING DAYS BEFORE YOU DIG
 CALL MISS DIG
 811 OR
 missdig811.org
 FOR FREE LOCATION OF PUBLIC UTILITIES

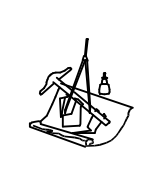
NOTE: SITE IS SERVED BY MUNICIPAL WATER AND SANITARY SEWER.
 BENCHMARK - ARROW ON HYDRANT ON EAST SIDE OF FORT STREET AT LOT 1766 ELEV. 587.11 (NAVD'88 DATUM)



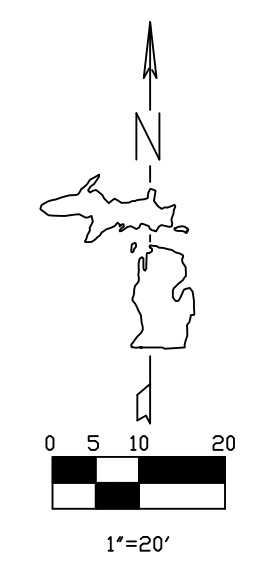
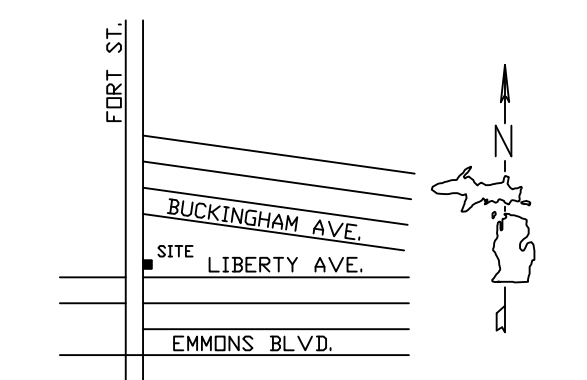
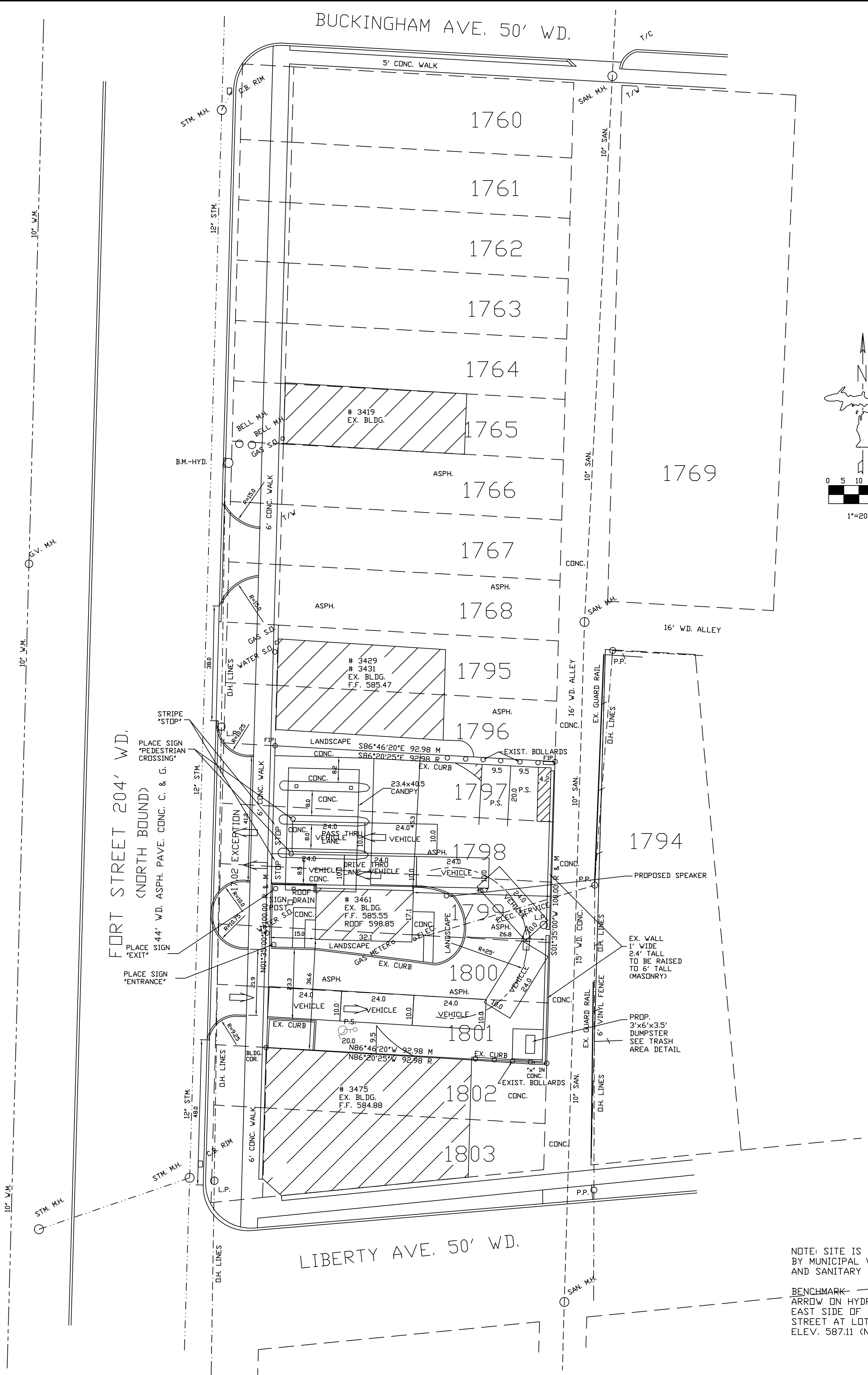
FORT STREET 204' WD.
 (NORTH BOUND)
 44' WD. ASPH. PAVE. CONC. C. & G.

LIBERTY AVE. 50' WD.

REVISIONS			SITE PLAN LINCOLN PERK
ITEM	DATE	BY	
per PLANNER	10-11-17	MWD	SCALE HOR 1" = 20' VER 1" = 40' FIELD BOOK NO. JOB NO. 17-93 SHEET NO. 1 of 2



APEX SURVEY
 36554 GRANDDON
 LIVONIA MICHIGAN 48150
 LAND SURVEYOR # 27446
 (734) 434-3591
 FAX (734) 421-1036



LEGEND

EXISTING	PROPOSED
○	●
□	■
⊗	⊙
---	---
SAN	SAN
STORM	STORM
WM	WM
GASMAIN	GASMAIN
O.H. LINES	O.H. LINES
L.P. ○	Lp ○
P.P. ○	PP ○
	MANHOLE
	CATCH BASIN
	GATE VALVE
	HYDRANT
	SANITARY SEWER
	STORM SEWER
	WATER MAIN
	GAS MAIN
	O.H. LINES
	LIGHT POLE
	POWER POLE

DESCRIPTION (45-012-08-1797-001)
 LOTS 1797 THRU 1801, INCLUSIVE, EXCEPTING THE WEST 17.02 FEET, THEREOF 'EMMONS ORCHARD SUBD'N NO. 2' OF PART OF LOTS 1-2-3 AND 9 OF THE McDONALD TRACT P.C. 48, TOWNSHIP OF ECDORSE (NOW CITY OF LINCOLN PARK), WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 41 OF PLATS, PAGE 88, WAYNE COUNTY RECORDS.
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NOTE: SITE IS SERVED BY MUNICIPAL WATER AND SANITARY SEWER.
 BENCHMARK - ARROW ON HYDRANT ON EAST SIDE OF FORT STREET AT LOT 1766 ELEV. 587.11 (NAVD'88 DATUM)

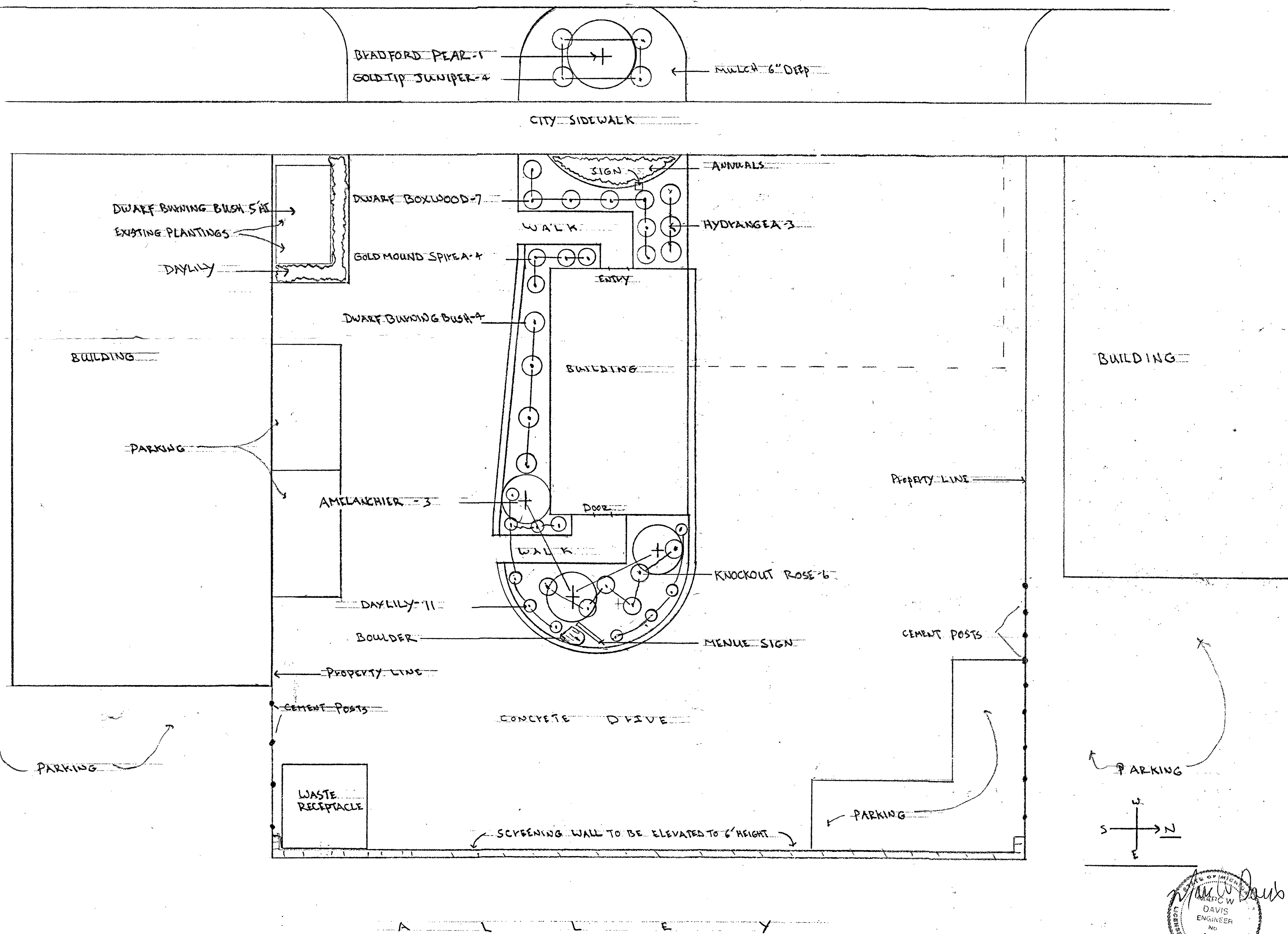
REVISIONS			PARKING PLAN LINCOLN PERK	SCALE HOR 1" = 20' VER 1" = 20'
ITEM	DATE	BY		
per PLANNER	10-11-17	MWD	LOTS 1797 - 1801 EMMONS ORCHARD SUB. NO. 2	JOB NO. 17-93
per PLANNER	10-18-17	MWD		
			APEX SURVEY 36554 GRANDON LIVONIA MICHIGAN 48150 LAND SURVEYOR # 27446 (734) 434-3591 FAX (734) 421-1036	SHEET NO. 2 of 2
DRAWN BY MWD	DESIGNED BY	DATE 8-3-17		

F O R T S T R E E T

FOLIAGE CONCEPTS, INC.
 P. O. BOX 228
 GROSSE ILE, MI 48138
 734-671-1551

PLANT LEGEND

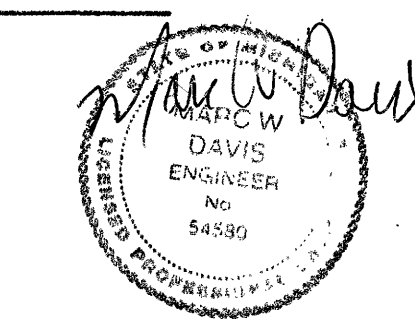
Quantity	Plant Name	Plant Size
1	BRADFORD PEAR TREE	2.5" CAL.
4	GOLDTIP JUNIPER	24"
7	DWARF BOXWOOD	15"
3	HYDRANGEA	24"
4	GOLDMOUND SPIREA	24"
4	DWARF BURNING BUSH	24"
3	AMELANCHIER CANADENSIS	5' height
6	KNOCKOUT ROSES	24"
11	DAYLILY	



Lincoln Park Perk
 3461 Fort Street
 Lincoln Park Michigan 48146
 Mr. Rudolph Cianfarani

Plan Scale 1/8" = 1'-0"

Design by FOLIAGE CONCEPTS, INC.
 Design and Landscape Contractors
 P. O. BOX 228
 GROSSE ILE, MI 48138
 734-671-1551
 Serving our clients for 3 Generations





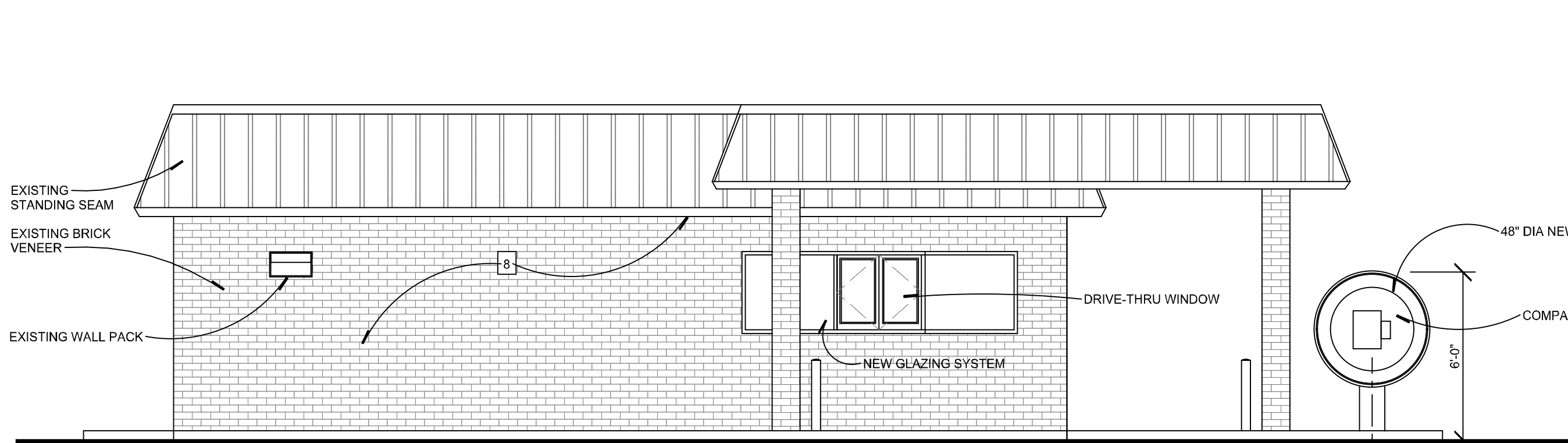
LINCOLN PERK

3461 Fort St
Lincoln Park, MI
48146

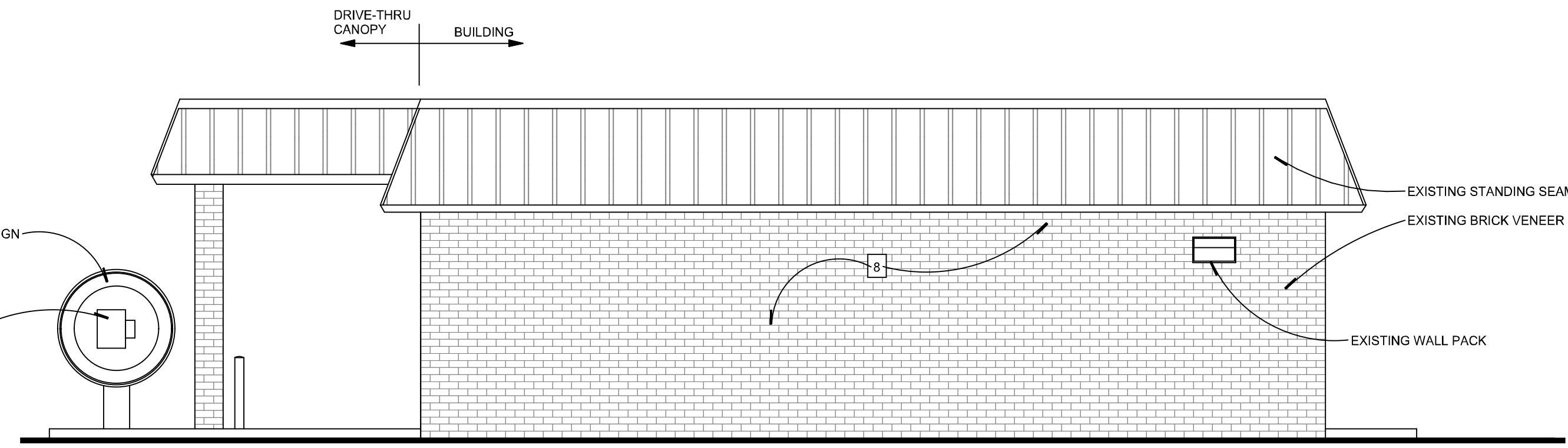
ISSUANCE:
 SCHEMATIC
 BIDDING
 MUNI SUBMITTAL
 CONSTRUCTION
 OTHER:
 DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS INDICATED

NO.	DESC.	DATE
1	PER OWNER / MUNI / HD	8-10-17
2	PER MUNI	10-5-17

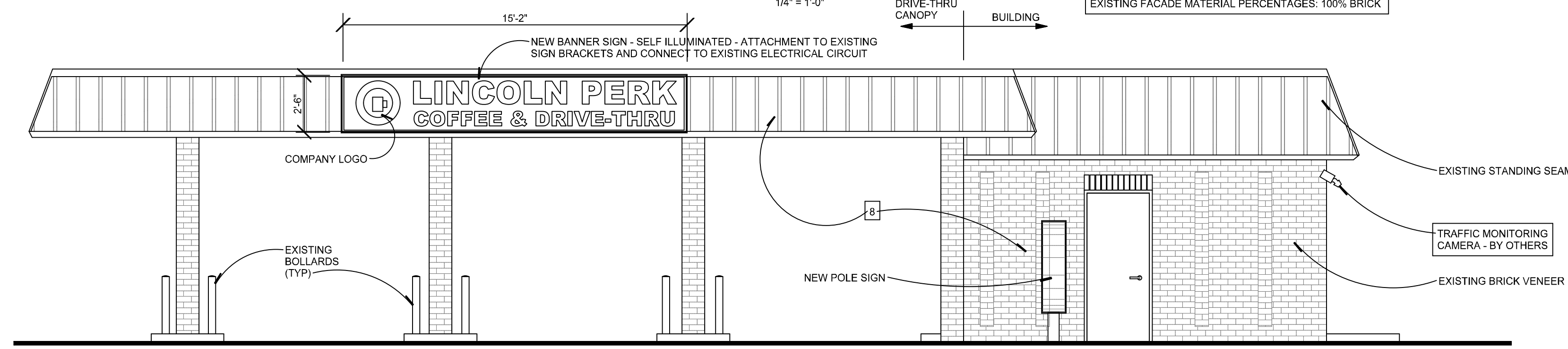
ISSUE DATE 05-08-17
 DB V.M.
 CB T.P.
 SHEET **A100**
 PROJECT NO. 16077



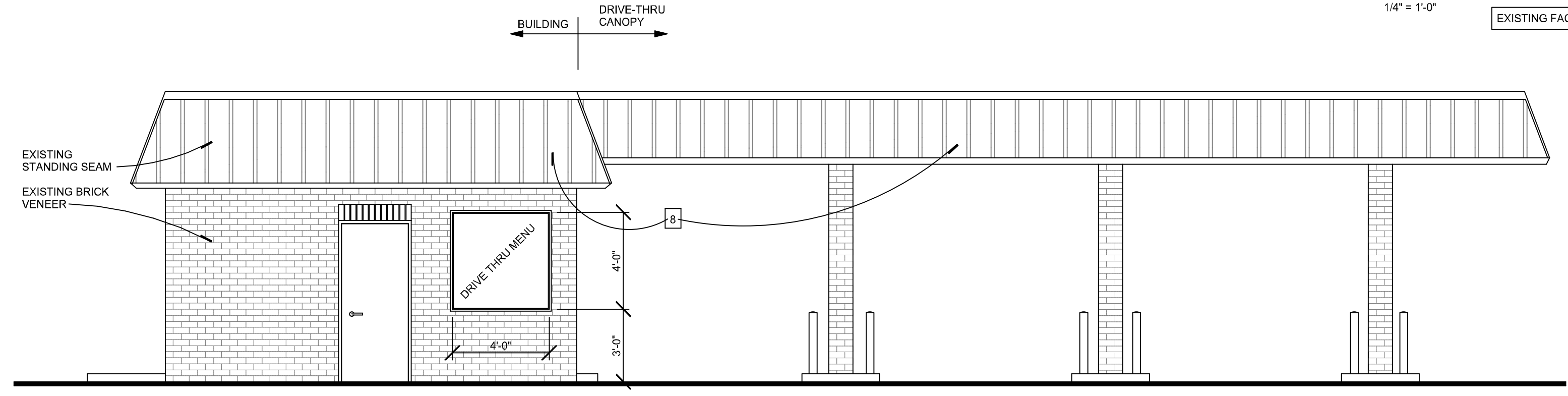
PROPOSED NORTH ELEVATION
 1/4" = 1'-0" EXISTING FACADE MATERIAL PERCENTAGES: 89% BRICK / 11% GLASS



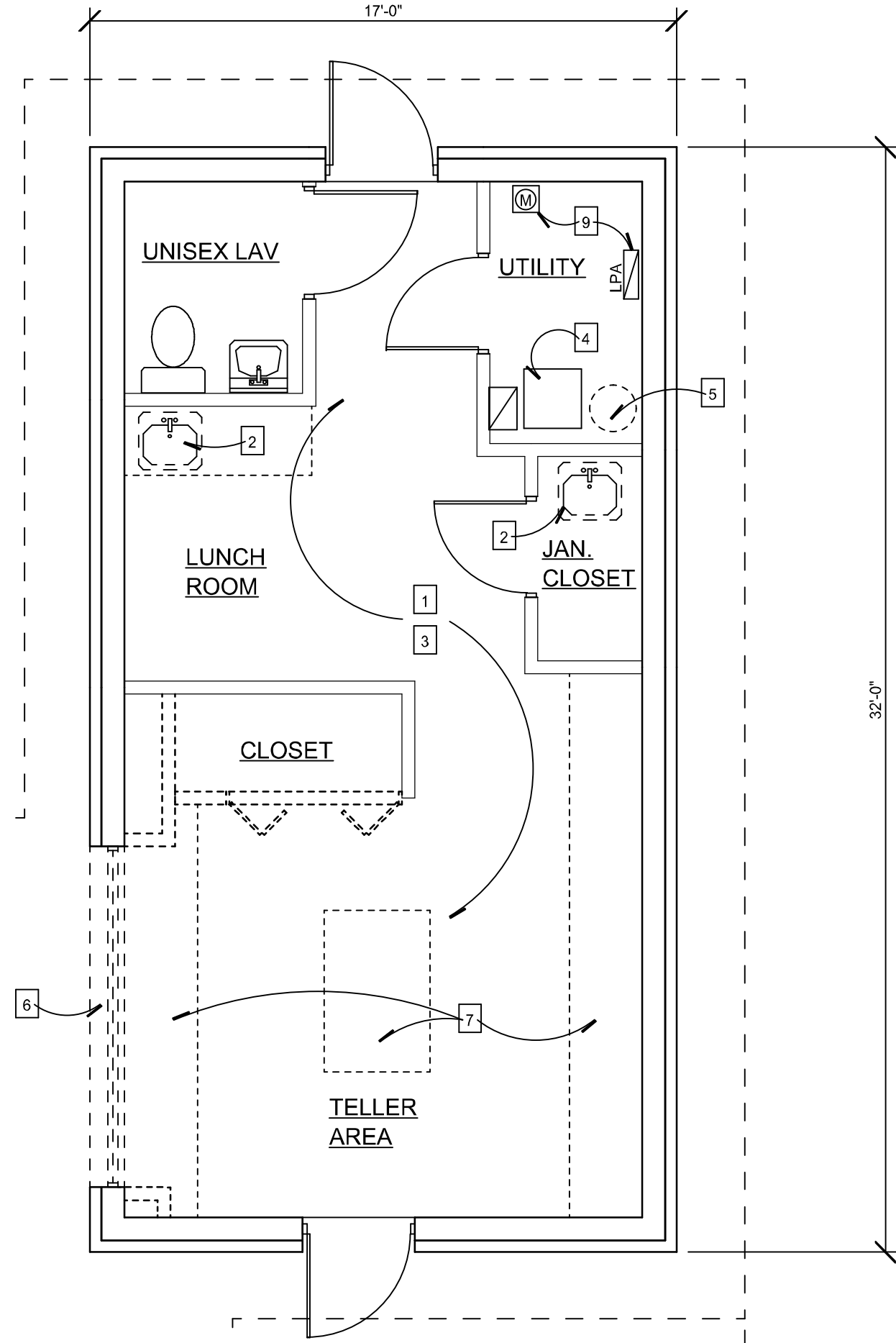
PROPOSED SOUTH ELEVATION
 1/4" = 1'-0" EXISTING FACADE MATERIAL PERCENTAGES: 100% BRICK



PROPOSED WEST ELEVATION
 1/4" = 1'-0" EXISTING FACADE MATERIAL PERCENTAGES: 88% BRICK / 14% PAINTED STEEL DOOR



PROPOSED EAST ELEVATION
 1/4" = 1'-0" EXISTING FACADE MATERIAL PERCENTAGES: 76% BRICK / 24% PAINTED STEEL DOOR / GLASS



EXISTING FLOOR / DEMO PLAN
 1/4" = 1'-0"

- 02 GENERAL SPECIFICATIONS FOR DEMOLITION:**
- FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. IF FIELD CONDITIONS ARE NOT AS SHOWN ON PLAN, CONTACT THE PROJECT ARCHITECT OR ENGINEER IMMEDIATELY PRIOR TO PROCEEDING WITH ANY WORK.
 - EXISTING BUILDING AND SITE WILL BE USED DURING DEMOLITION AND RECONSTRUCTION OF PROPOSED BUILDING. PROVIDE APPROPRIATE BARRICADES, SIGNAGE, AND OTHER SAFETY PRECAUTIONS SO AS TO PROTECT VISITORS, TRADESMEN, AND EXISTING REMAINING CONDITIONS.
 - COMPLETELY REMOVE ALL WORK AND RELATED WORK IN AREAS DESIGNATED ON THE PLAN.
 - DISCONNECT, REMOVE, AND CAP ALL EXISTING UTILITIES AS INDICATED AND REQUIRED TO PERMIT NEW WORK. ALL WORK TO BE COMPLETED BY APPROPRIATE, EXPERIENCED TRADES (I.E. ELECTRICAL DEMOLITION BY ELECTRICIANS, ETC.).
 - RESTORE EXISTING AREAS WHICH ARE DAMAGED DURING CONSTRUCTION. MATCH EXISTING MATERIAL AND FINISHES.
 - DO NOT USE EXPLOSIVES OR UNSAFE DEMOLITION METHODS.
 - REMOVE ALL DEBRIS FROM THE SITE. DO NOT BURN REFUSE ON SITE. MATERIAL TO BE TRANSPORTED TO AN APPROVED SITE.
 - COORDINATE SALVAGEABLE ITEMS WITH THE OWNER. STORE SALVAGEABLE ITEMS WITHIN DESIGNATED AREAS.
 - THE CONTRACTOR SHALL PROVIDE PROPER SHORING AND BRACING WHERE NEEDED.
 - ALL ABANDONED PLUMBING SUPPLY AND WASTE LINES TO BE CAPPED - FLOOR & WALLS AFFECTED SHALL BE REPAIRED AND FINISHED TO MATCH EXISTING FINISHES.
 - REMOVE ALL FLOOR COVERINGS.
 - REMOVE ALL GYP PARTITIONS AS NOTED INCLUDING DOORS AND FRAMES.
 - REMOVE ALL CEILINGS UNO.
 - REMOVE ALL CEILING GRIDS, LIGHTS, AND HVAC DIFFUSERS.

WALL SCHEDULE

KEY	DESC
	TYPICAL WALL TO REMAIN
	WALL TO BE REMOVED

NOTATION SCHEDULE

KEY	DESC
1	ALL FLOOR AND CEILING FINISHES SHALL BE REMOVED THROUGHOUT
2	PLUMBING FIXTURES SHALL BE REMOVED AND PLUMBING SHALL BE TERMINATED FLUSH WITH EXISTING FLOOR
3	EXISTING DUCTWORK AND ELECTRICAL WORK SHALL BE REMAIN - RECONFIGURE FIXTURES TO PROPOSED PLAN
4	EXISTING HVAC SYSTEM TO REMAIN - RECONFIGURE DIFFUSERS PER PROPOSED PLAN
5	VERIFY CAPACITY AND REPLACE HOT WATER TANK AS PER PROPOSED PLAN
6	EXISTING GLAZING UNIT TO BE REMOVED
7	COUNTERS / CABINETS TO BE REMOVED
8	EXTERIOR ELEMENTS TO REMAIN
9	EXISTING WATER / ELECTRIC SERVICE - METERS AND PANELS / DISCONNECTS - TO REMAIN

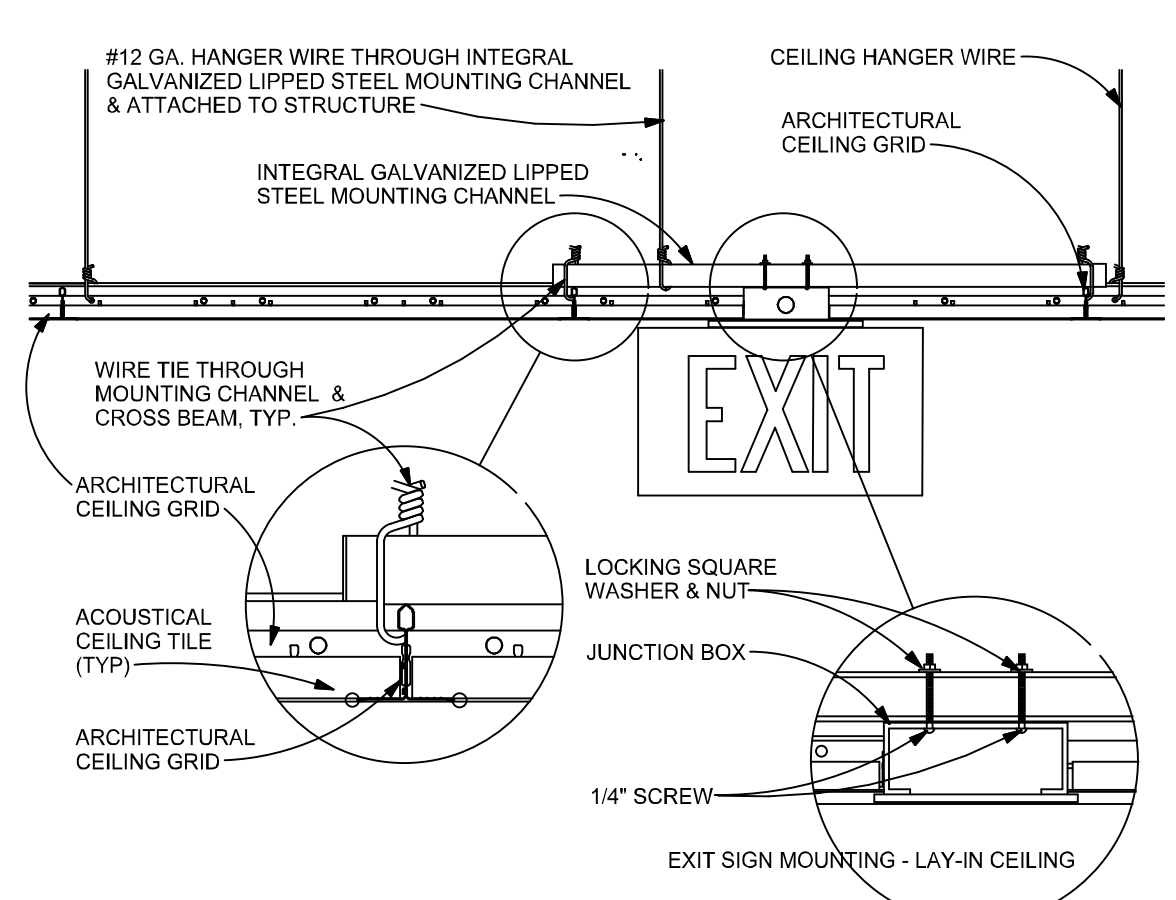
SHEET NOTES

- GENERAL NOTES**
- FIELD VERIFY ALL EXISTING DIMENSIONS, HEIGHTS, AND CONDITIONS PRIOR TO DESIGN, INSTALLATION, OR MANUFACTURING OF ANY SYSTEM
 - THE ABBREVIATION "TOS" DENOTES THE TOP OF STEEL
 - THE ABBREVIATION "TOC" DENOTES THE TOP OF COLUMN.
 - CONTRACTOR TO PROVIDE ALL PROPER MEANS OF UNDERPINNING AND SHORING DURING CONSTRUCTION TO ASSURE HUMAN SAFETY
 - ALL MASONRY CONSTRUCTION, AND MATERIALS TO COMPLY W/ ASTM STANDARDS
 - ALL WOOD CONSTRUCTION IN CONTACT WITH CONCRETE FLOOR SHALL BE PRESERVATIVELY TREATED.

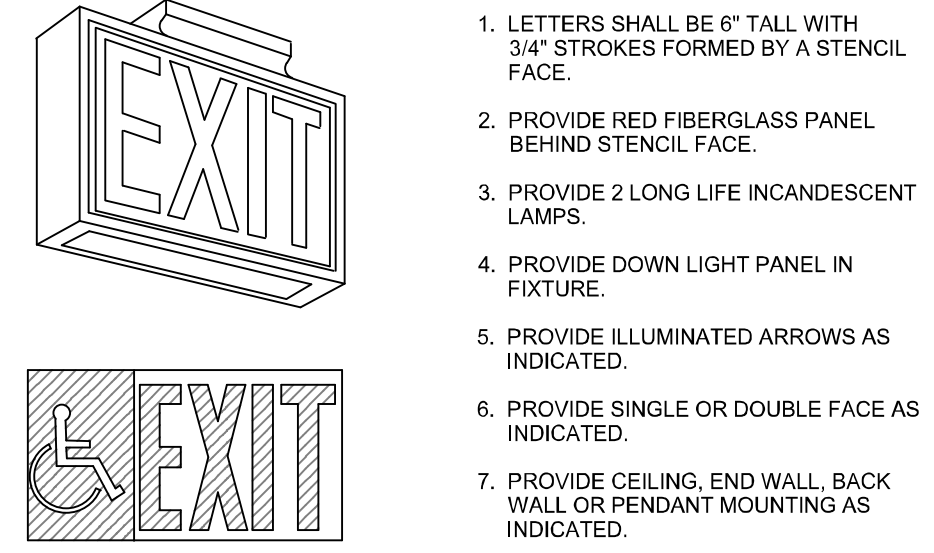
- EXISTING CONDITIONS:**
- FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. IF FIELD CONDITIONS ARE NOT AS SHOWN ON PLAN, CONTACT THE PROJECT ARCHITECT OR ENGINEER IMMEDIATELY PRIOR TO PROCEEDING WITH ANY WORK
 - EXISTING BUILDING AND SITE WILL BE USED DURING DEMOLITION AND RECONSTRUCTION OF PROPOSED BUILDING. PROVIDE APPROPRIATE BARRICADES, SIGNAGE, AND OTHER SAFETY PRECAUTIONS SO AS TO PROTECT VISITORS, TRADESMEN, AND EXISTING REMAINING CONDITIONS.
 - COMPLETELY REMOVE ALL WORK AND RELATED WORK IN AREAS DESIGNATED ON THE PLAN
 - DISCONNECT, REMOVE, AND CAP ALL EXISTING UTILITIES AS INDICATED AND REQUIRED TO PERMIT NEW WORK. ALL WORK TO BE COMPLETED BY APPROPRIATE EXPERIENCED TRADES (I.E. ELECTRICAL DEMOLITION BY ELECTRICIANS, ETC.)
 - RESTORE EXISTING AREAS WHICH ARE DAMAGED DURING CONSTRUCTION. MATCH EXISTING MATERIALS AND FINISHES.
 - DO NOT EXPLODE OR UNSAFE DEMOLITION METHODS.
 - REMOVE ALL DEBRIS FROM THE SITE. DO NOT BURN REFUSE ON SITE. MATERIAL TO BE TRANSPORTED TO AN APPROVED SITE.
 - COORDINATE SALVAGEABLE ITEMS WITH THE OWNER. STORE SALVAGEABLE ITEMS WITHIN DESIGNATED AREAS.
 - THE CONTRACTOR SHALL PROVIDE PROPER SHORING AND BRACING WHERE NEEDED.

- STRUCTURAL**
- ALL STEEL SHALL HAVE A MINIMUM YIELD STRENGTH OF 36 KSI UNLESS OTHERWISE NOTED - IN COMPLIANCE WITH ASTM "A"
 - ALL BOLTS SHALL HAVE A MINIMUM ASTM YIELD STRENGTH DESIGNATION IN COMPLIANCE W/ A325 OR GREATER FOR TYPE X OR N CONNECTIONS.
 - FRAMING SHOP DRAWINGS TO BE SUBMITTED FOR APPROVAL BY THE ARCHITECT PRIOR TO FABRICATION
 - ALL PROPOSED CONCRETE SHALL HAVE A MINIMUM STRENGTH OF 3000 KSI @ 28 DAYS.
 - ALL MORTAR SHALL BE TYPE "M" OR "S".

- 26 ELECTRICAL:**
- ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE
 - CONTRACTOR TO VERIFY SIZE AND LOCATION OF TRANSFORMER WITH ELECTRIC CO.
 - GUARANTEE BY THE ELECTRICAL CONTRACTOR TO THE OWNER FOR ONE YEAR WARRANTING AGAINST DEFECTS IN WORKMANSHIP, MATERIALS AND OPERATION.
 - ELECTRICAL PANELS: CIRCUIT BREAKER TYPE, PAINTED STEEL CABINET & DOOR, FUSED OUT DIRECTORY, FLUSH MOUNT.
 - ALL GROUNDING PER NATIONAL ELECTRICAL CODE (N.E.C.)
 - ALL CONDUCTORS TO BE COPPER
 - ALL BATTERY PACK, EXIT AND EMERGENCY LIGHTING TO BE TIED TO LIGHTING CIRCUIT.
 - GALVANIZED ELECTRIC METALLIC TUBING MAY BE USED IN ALL AREAS. CONCEAL ALL CONDUIT IN WALLS OR CEILING SPACE. MIN. CONDUIT SIZE TO BE 1/2"
 - BUILDING AND CONSTRUCTION WIRE SHALL BE COPPER, TYPE THHN, OR XHHW, 600 VOLTS. MINIMUM SIZE WIRE SHALL BE NO. 12.
 - DISCONNECT SWITCHES SHALL BE HEAVY DUTY TYPE WITH FULL COVER INTERLOCK AND PROVISIONS FOR PADLOCKING, SQUARE D-HD TYPE OR EQUAL.
 - FIXTURES SHALL BE COMPLETELY WIRED, EQUIPPED WITH LAMPS, BALLASTS AND BE LISTED WITH UNDERWRITERS LABORATORIES.
 - THE ELECTRICAL CONTRACTOR SHALL COORDINATE LOCATIONS OF HIS EQUIPMENT AND WORK WITH OTHER BUILDING TRADES TO AVOID INTERFERENCE BETWEEN HIS WORK AND THE WORK OF OTHER BUILDING TRADES.
 - CUTTING AND PATCHING WORK SHALL BE PERFORMED AS PART OF ELECTRICAL WORK, UNLESS SPECIFICALLY SHOWN ON DRAWINGS AS BEING OTHERWISE. WORK SHALL BE DONE BY THOSE SKILLED IN THE TRADE INVOLVED. PATCHED AREAS SHALL BE RETURNED TO LIKE NEW CONDITION.
 - DIRT AND RUBBISH FROM THIS WORK SHALL BE REMOVED FROM THE PREMISES DAILY.
 - HOLES THROUGH WALLS OR PARTITIONS REQUIRED FOR ELECTRICAL WORK SHALL BE NEATLY CUT TO SIZE AND SEALED TO MATCH RATING OF WALL PENETRATED, FOR A NEAT AND FINISHED APPEARANCE.
 - HOLES THROUGH EXTERIOR WALLS SHALL BE SEALED FROM ENTRANCE OF MOISTURE, DUST, ETC.
 - ALL ELECTRICAL MATERIALS SHALL BE NEW AND BEAR THE "UL" LABEL OR LISTING.
 - VERIFY EXACT LIGHTING FIXTURE MANUFACTURER, TYPE, AND LOCATIONS WITH THE OWNER.
 - ALL EXTERIOR LIGHTING TO BE CONTROLLED VIA PHOTO CELL/ASTRONOMICAL TIMER (PHOTO CELL LIGHTS ON, TIMER LIGHTS OFF), PRESET PHOTO CELL, FOR 5 FOOT - CANDLES.
 - TEST CIRCUITS AS SOON AS CONDUCTORS ARE INSTALLED AND MAKE FINAL OPERATING TESTS WHEN WORK IS COMPLETED.
 - DISCONNECT TO BE "FUSIBLE" & "CURRENT LIMITING" TYPE.
 - ALL BREAKERS FOR LIGHT SWITCHES TO BE S.W.P. TYPE.
 - OBTAIN NECESSARY PERMITS AND INSPECTIONS.
 - ELECTRICAL CONTRACTOR SHALL VERIFY FINAL LOADS AND CAPACITIES PRIOR TO COMMENCING WORK.
 - CIRCUITS ARE DESIGNATED ON CORRESPONDING ELEMENTS BY THE PANEL LETTER FOLLOWED BY THE CIRCUIT NUMBER.
 - CIRCUITS DESIGNATED FOR USE WITH COOLER COMPRESSOR/ CONDENSORS WITHOUT A COORELATING PLAN ITEM DESIGNATION MUST BE MATCHED WITH ITS RESPECTIVE EQUIPMENT.
 - TRACK LIGHTING SHALL BE WIRED TO DIMMER SWITCHES.
 - ELECTRICAL CONTRACTOR SHALL VERIFY FINAL LOADS AND CAPACITIES PRIOR TO COMMENCING WORK.
 - LIGHTING FIXTURE STYLE AND TYPES SHALL BE SELECTED BY OWNER / CONTRACTOR.
 - SEE SHEET M100 FOR PLACEMENT OF SUPPLY AND RETURN AIR VENTS, DUCTS, AND HVAC EQUIPMENT LOCATIONS.
 - CIRCUITS ARE DESIGNATED ON CORRESPONDING ELEMENTS BY THE PANEL LETTER FOLLOWED BY THE CIRCUIT NUMBER.
 - "SB"=SWITCH BANK; "S"=SWITCH; "DIM"=DIMMER
 - ELECTRICAL FIXTURES SHALL BE MOUNTED AT HEIGHTS AFF DENOTED IN PLAN BY A NUMBER IN INCHES

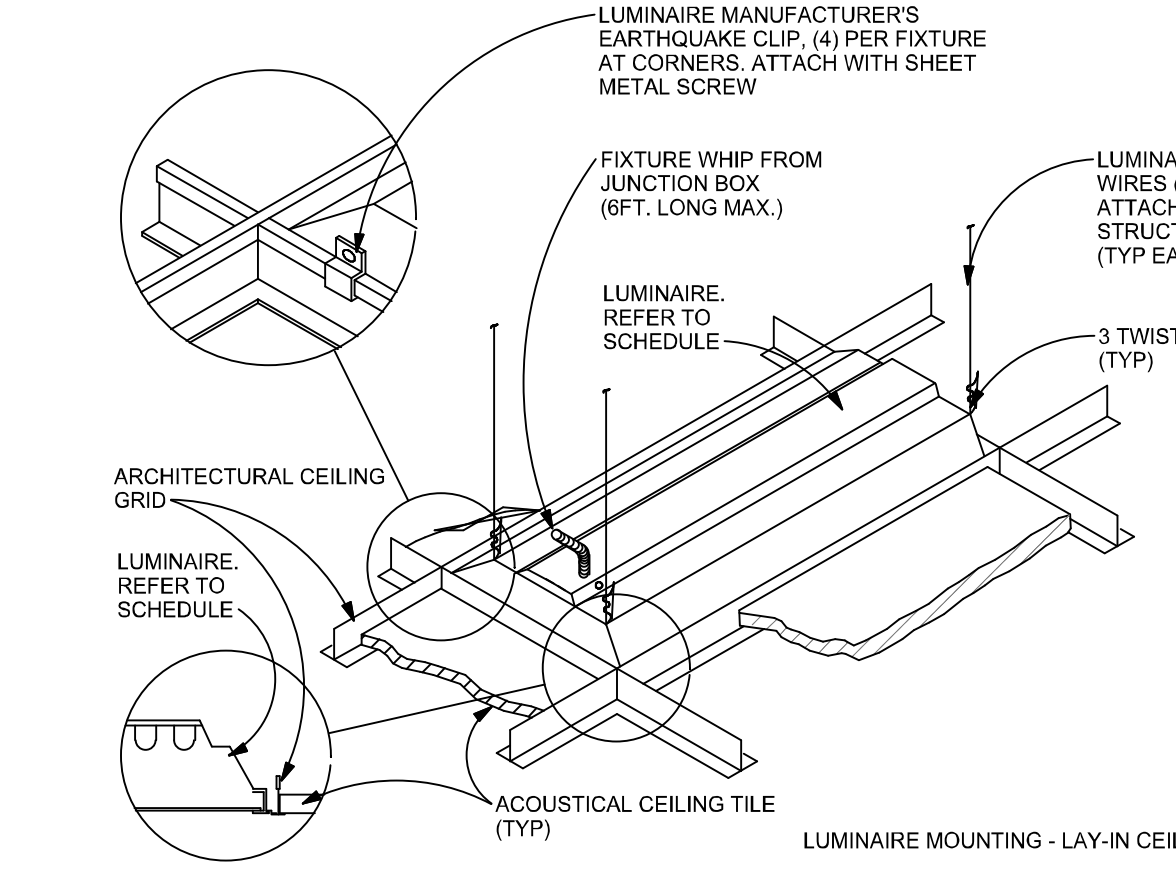


5 EXIT SIGN MOUNTING - LAY-IN CEILING
NTS

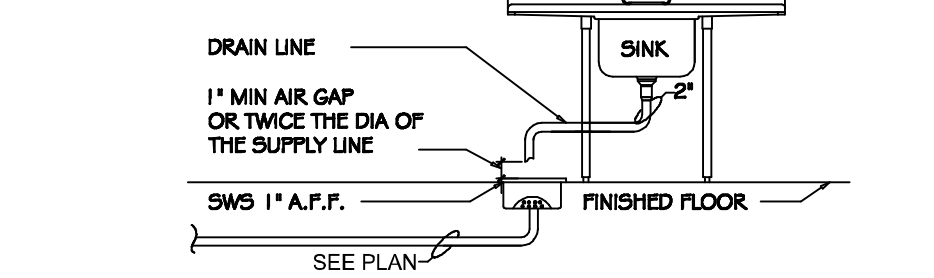


4 EXIT SIGN
NTS.

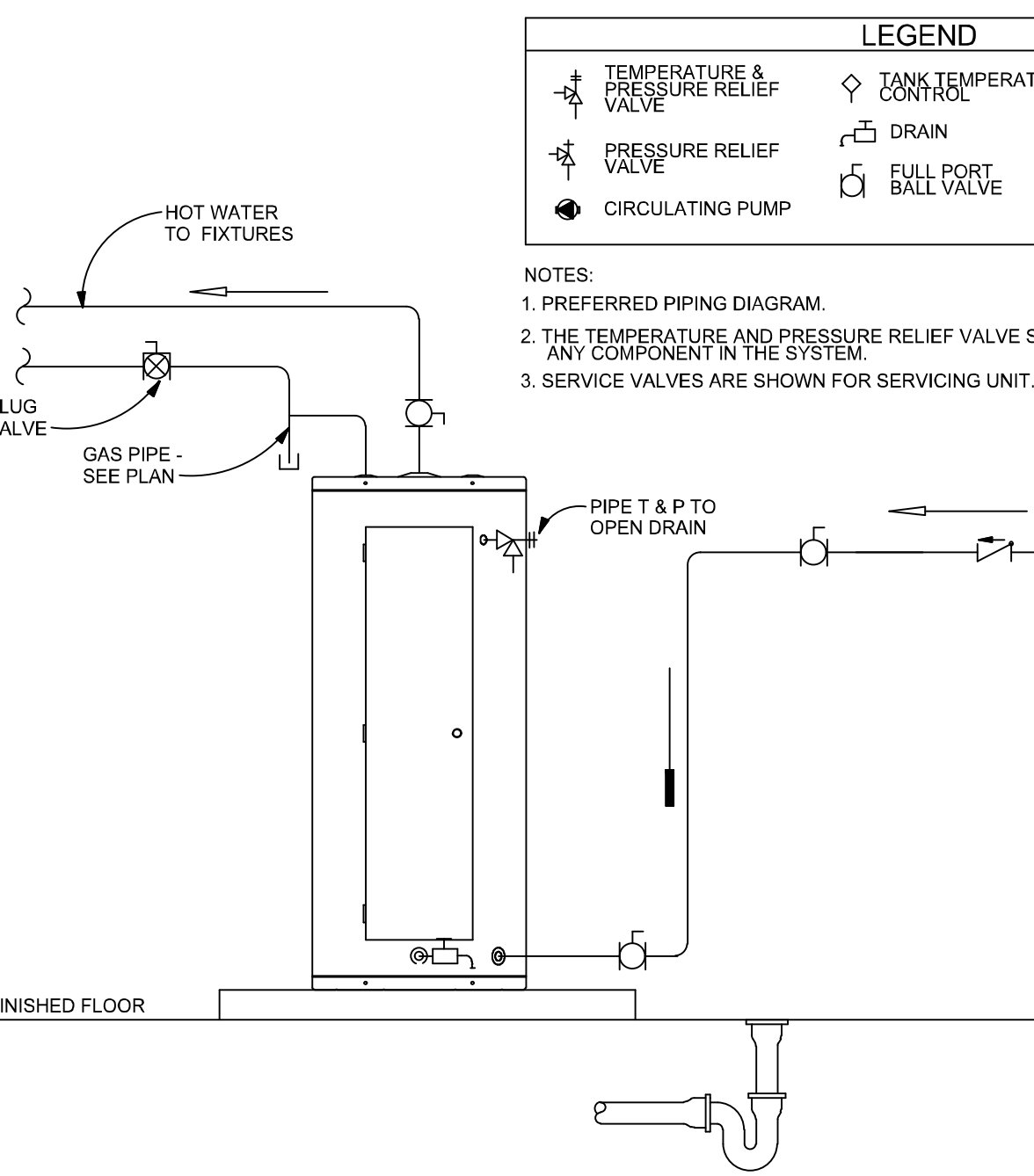
TYPE A - ALUMINUM OR PAINTED STEEL HOUSING AND STENCIL FACE. (SEE NOTE 8.)
TYPE B - PLASTIC HOUSING ENCLOSED IN POLYCARBONATE WITH STENCIL ON INSIDE OF POLYCARBONATE HOUSING. (SEE NOTE 8.)



3 LUMINAIRE MOUNTING - LAY-IN CEILING
NTS



2 SAFE WASTE SINK - TYPICAL
NO SCALE



1 GAS WATER HEATER DETAIL
NTS

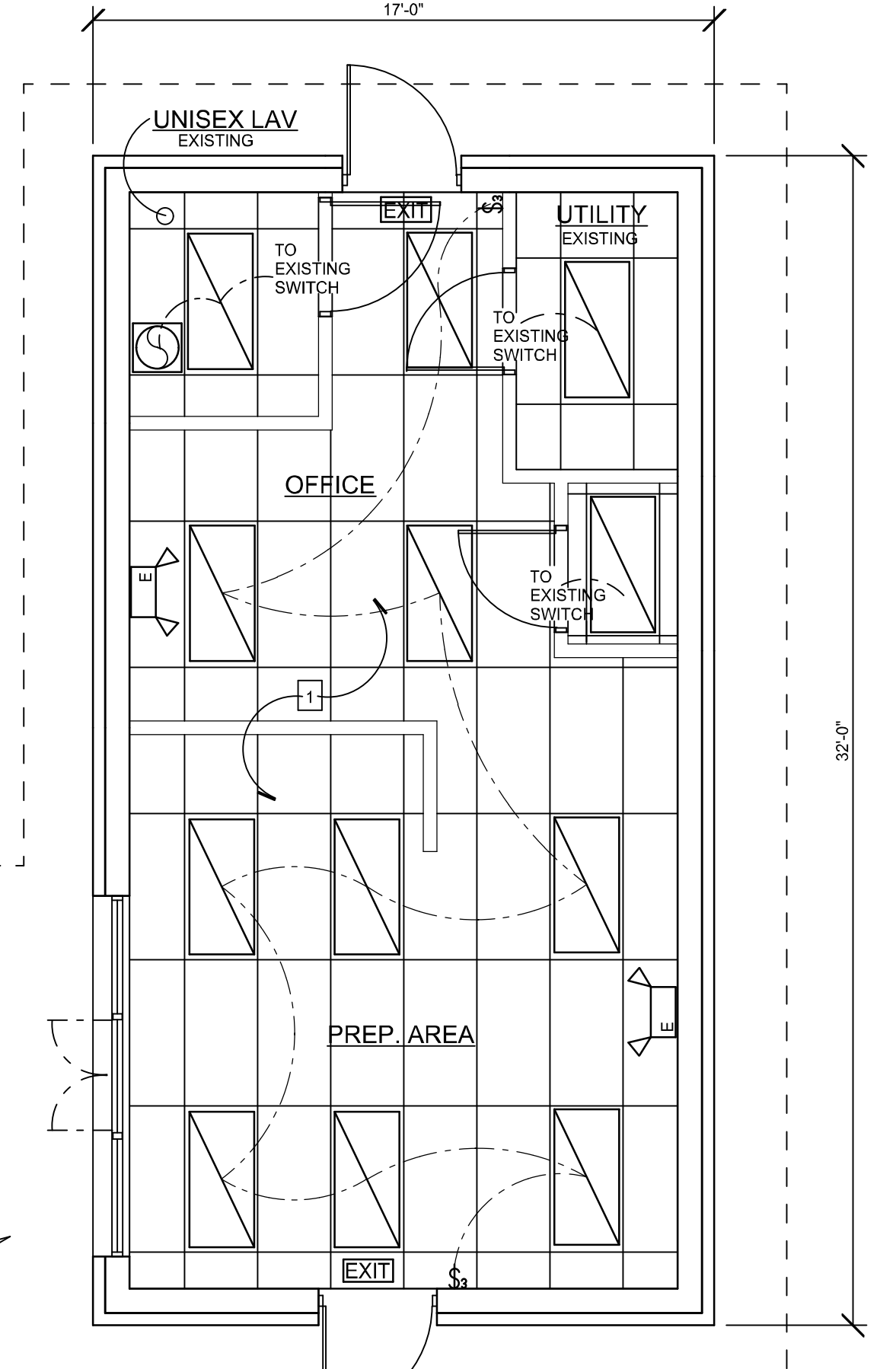
VERIFY ADEQUACY OF EXISTING HOT WATER TANK



- NOTES:**
- PREFERRED PIPING DIAGRAM.
 - THE TEMPERATURE AND PRESSURE RELIEF VALVE SETTING SHALL NOT EXCEED PRESSURE RATING OF ANY COMPONENT IN THE SYSTEM.
 - SERVICE VALVES ARE SHOWN FOR SERVICING UNIT. HOWEVER, LOCAL CODES SHALL GOVERN THEIR USAGE.

LUMINAIRE REQUIREMENTS

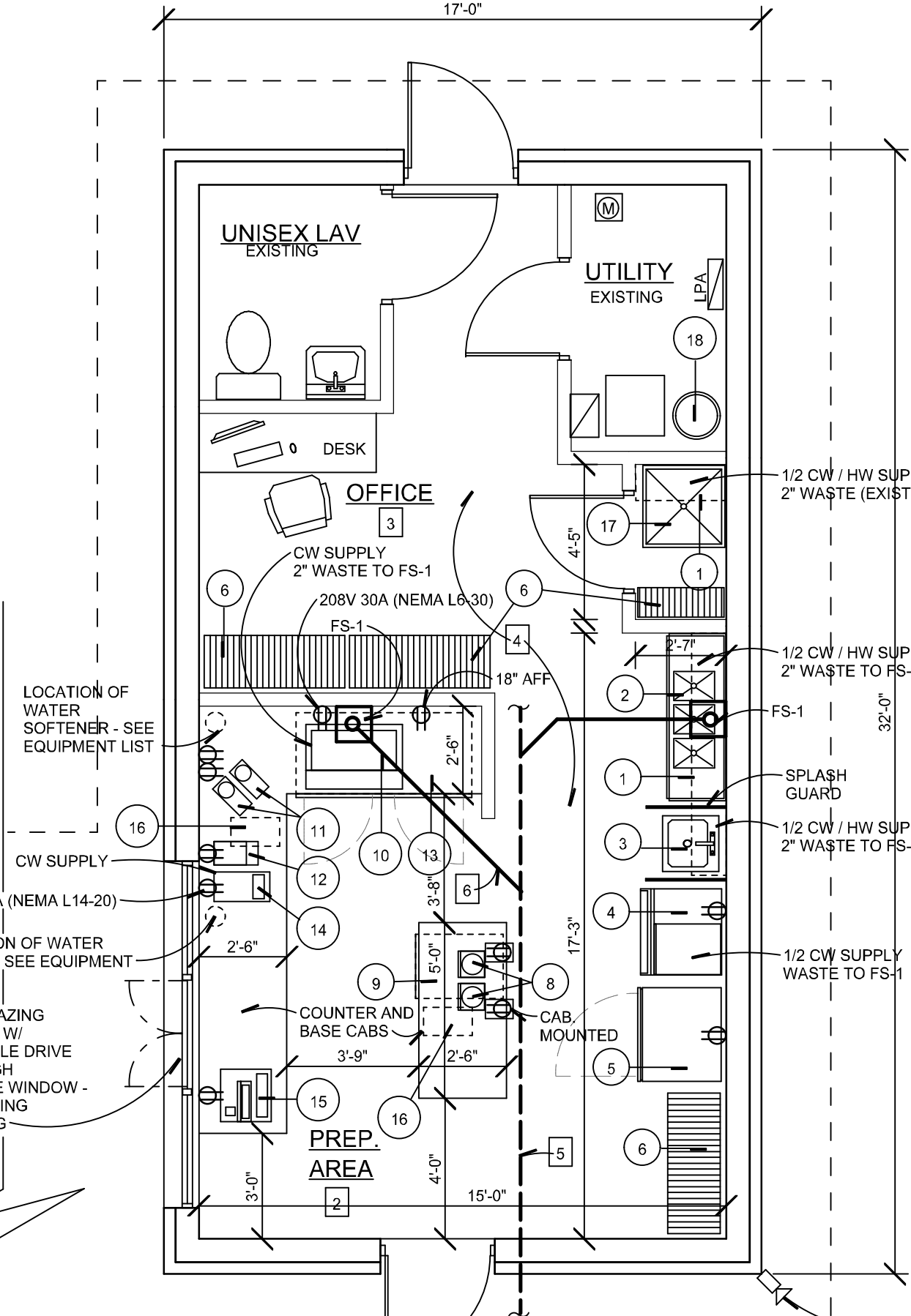
- LETTERS SHALL BE 6" TALL WITH 3/4" STROKES FORMED BY A STENCIL FACE.
- PROVIDE RED FIBERGLASS PANEL BEHIND STENCIL FACE.
- PROVIDE 2 LONG LIFE INCANDESCENT LAMPS.
- PROVIDE DOWN LIGHT PANEL IN FIXTURE.
- PROVIDE ILLUMINATED ARROWS AS INDICATED.
- PROVIDE SINGLE OR DOUBLE FACE AS INDICATED.
- PROVIDE CEILING, END WALL, BACK WALL OR PENDANT MOUNTING AS INDICATED.
- UNITS MOUNTED EXPOSED TO THE ENVIRONMENT SHALL HAVE A DAMP OR WET U.L. LABEL AS APPROPRIATE AND SHALL NOT BE CONSTRUCTED OF STEEL.
- PROVIDE INTERNAL PROVISIONS FOR GROUNDING.
- MINIMUM BRIGHTNESS 20 CD/ISQ METER ON FACE OF SIGN.
- PROVIDE INTERNATIONAL SYMBOL OF ACCESS ON SIGN WHEN INDICATED.



PROPOSED REFLECTED CEILING PLAN
1/4" = 1'-0"

EQUIPMENT SCHEDULE					
ITEM NO	QTY	EQUIPMENT CATEGORY	MANUFACTURER	MODEL NUMBER	EQUIPMENT REMARKS
1	1	WALL MOUNTED SHELVING			BY OWNER
2	1	3 COMPARTMENT SINK	SSP INC.		VERIFY MODEL W/ OWNER
3	1	HANDSINK	GRIFFIN		VERIFY MODEL W/ OWNER
4	1	ICE MAKER W/ BIN	HOSHIZAKI AMERICA, INC.	KML-45IMAH	BIN: B-500PF/SF
5	1	TOP FREEZER REFRIGERATOR	SAMSUNG	RT18M215SG	BY OWNER
6	1	WIRE SHELVING			BY OWNER
7					
8	2	BLENDER	VITAMIX	QUIET ONE	
9	1	UNDER COUNTER ICE BIN	CAMBRO		VERIFY MODEL W/ OWNER
10	1	ESPRESSO MACHINE	MUCOVA SIMONELLI	AURELIA II	W/ WATER SOFTENER. 3M CUINO P1638N
11	2	ESPRESSO GRINDER	MAHLKONIG	K30	
12	1	COFFEE GRINDER	BUNN	G2	
13	1	UNDER COUNTER COOLER	BEVERAGE AIR	UCR60 WT	
14	1	COFFEE BREWER	BUNN	CWTF35APS-GF	W/ WATER FILTER. 3M CUINO HF-15
15	1	POS			BY OWNER
16	2	TRASH BIN	RUBBERMAID	3540 SLIM JIM	
17	1	MOP / SERVICE SINK			BY OWNER
18	1	40 GAL WATER HEATER	AO Smith	CYCLONE MXI - BTH - 120(A)	BY OWNER - SEE DETAIL 1

FIXTURE SCHEDULE	
FD-1	FLOOR DRAIN SIOUX CHIEF 860-3-4PN & DOME STRAINER W/PPPP ULP-50LP AND 1/2" COPPER CW LINE
FS-1	FLOOR SINK W/ AIR GAP SIOUX CHIEF 861-521 WITH INTERIOR DOME STRAINER AND C.I. P-TRAP - SEE DETAIL



PROPOSED FLOOR PLAN
1/4" = 1'-0"

NOTATION SCHEDULE	
NOTATION	DESCRIPTION
1	REGULAR 2X4 ACOUSTICAL VINYL CEILING TILES @ 9'-0" AFF OR MATCH EXISTING - TYP
2	EXISTING WALLS IN PREP AREAS SHALL BE CLAD IN FRP PANEL OR SIMILAR NON-POURIOUS, SMOOTH FINISH PANELING.
3	EXISTING WALLS IN NON-PREP AREAS SHALL BE PAINTED
4	FLOOR SHALL BE FINISHED IN QUARRY TILE OR EXISTING SLAB EPOXY COATED - VERIFY W/ OWNER
5	EXISTING PVC SCH40 SUB-SLAB SANITARY LINE (VERIFY LOC.)
6	PROPOSED PVC SCH40 SUB-SLAB SANITARY LINE - 2"

ELECTRICAL SYMBOLS	
	EMERGENCY LIGHTING W/ 75 WATT FLOOD LUMINARIES AND 90 MINUTE MINIMUM SELF-RECHARGING BACKUP D/C BATTERY
	ILLUMINATED EXIT SIGN WITH 90 MINUTE MIN. SELF-RECHARGING BACKUP D/C BATTERY
	GENERAL PURPOSE FLUORESCENT FIXTURE (4)32W T8 2X4 RECESSED FLUOR FIXT MANU: LITHONIA MODEL: SP6
	LIGHT SWITCH / 3-WAY LIGHT SWITCH @ 48" AFF W/ SINGLE POLE INFRARED OCCUPANCY SENSOR MANU: LEVITON MODEL: Q5500-JAW
	WALL MOUNTED DUPLEX @ 44" AFF (U.N.O.) W/ GROUND FAULT CIRCUIT INTERRUPT BREAKER - DEDICATED TO EQUIPMENT IMMEDIATELY ADJACENT - 20A UNLESS NOTED OTHERWISE (SEE PLAN)
	EXISTING EXHAUST FAN

- NOTES**
- VERIFY FINAL FINISHES W/ OWNER/GC
 - EXISTING MECHANICAL AND ELECTRICAL SYSTEMS SHALL REMAIN - MODIFICATIONS ARE LIMITED TO RELOCATION OF FIXTURES (LIGHTS AND DIFFUSERS) TO ACCOMMODATE PROPOSED PLAN.
 - ALL FOOD EQUIP WATER CONNECTIONS TO BE BACKFLOW PROTECTED ****
 - VERIFY EXACT WASTE AND SUPPLY REQUIREMENTS WITH EQUIP MANU ****
 - ALL HAND SINKS SHALL BE SUPPLIED WITH A 110 TEMPERING VALVE ****

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Pizzo Development Group, LLC
349 Antone St
Wyandotte, Michigan 48192
(313) 671-2794
pizzodevelopment.com

LINCOLN PERK

3461 Fort St
Lincoln Park, MI
48146

- ISSUANCE:
- SCHEMATIC
 - BIDDING
 - MUNI SUBMITTAL
 - CONSTRUCTION
 - OTHER:
- DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS INDICATED

NO.	DESC.	DATE
1	PER OWNER / MUNI / HD	05-10-17

ISSUE DATE **05-08-17**

DB **V.M.**

CB **T.P.**

SHEET **A101**

PROJECT NO. **16077**

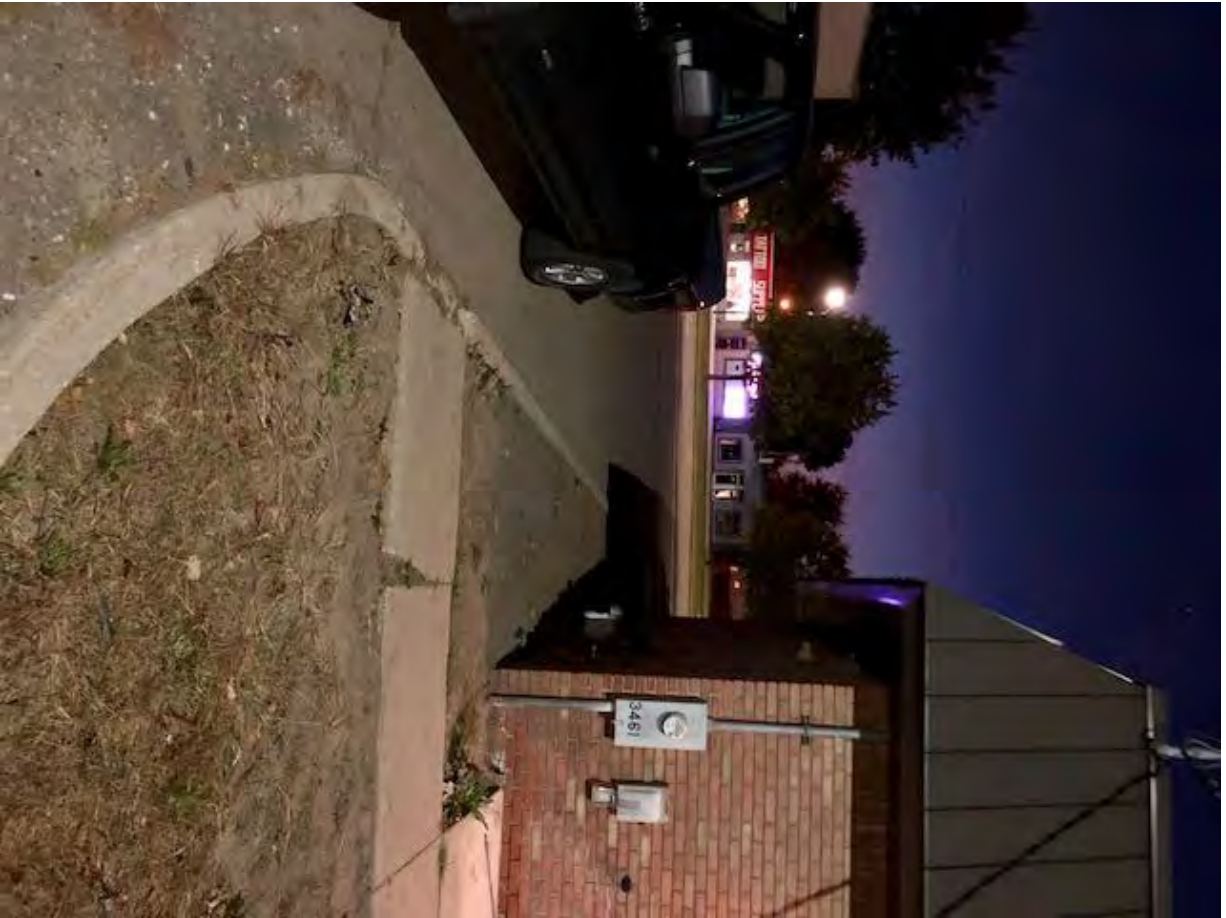
Per our conversation at the meeting on October 3, 2017. I am submitting documentation regarding the Simtek fencing & the stacking of vehicles.

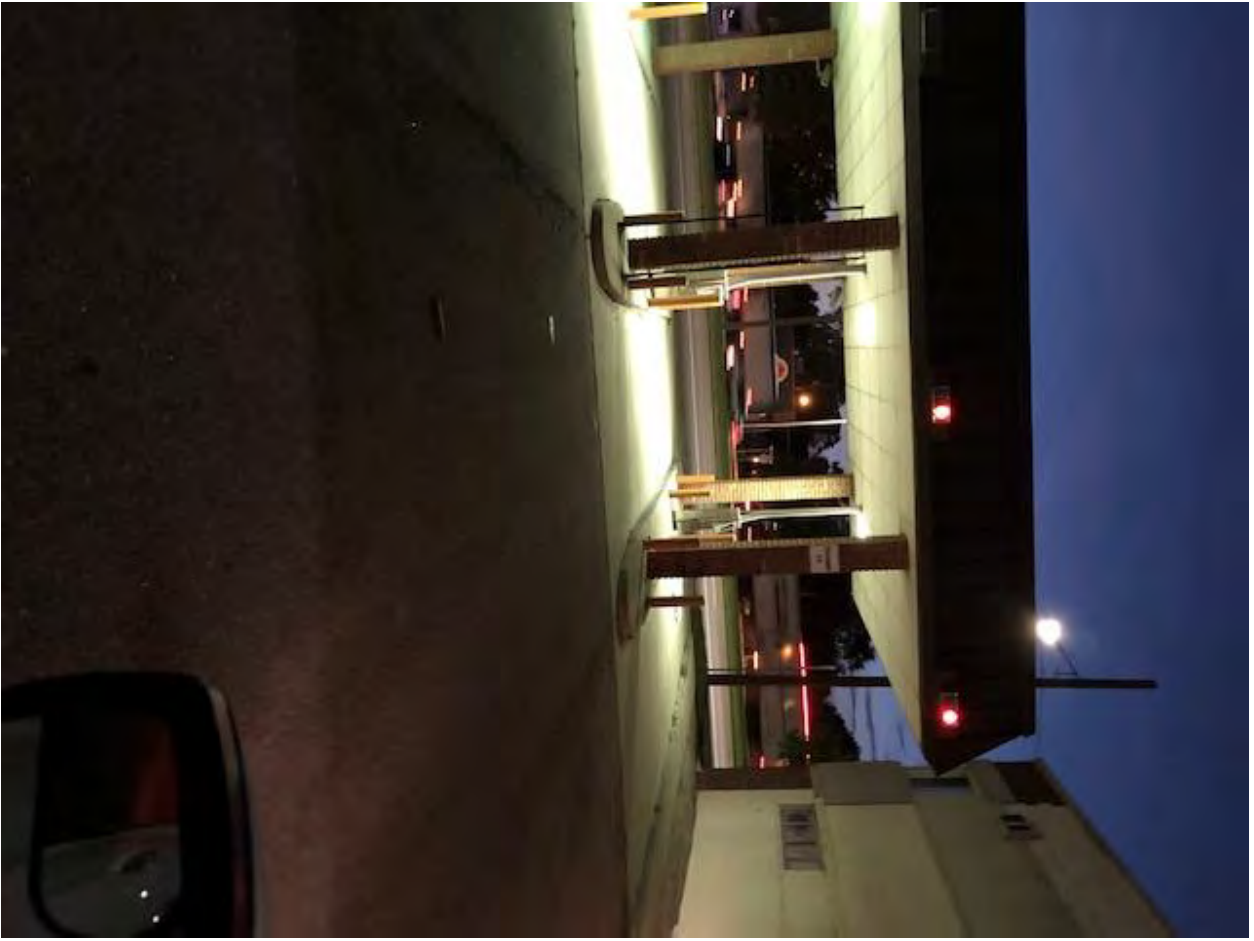
Stacking of vehicles: We are unable to get 10 cars from the sidewalk on the Southside of the building to the sidewalk on the North side of the building. The code is 10' X 24' per vehicle. The largest vehicle according to Google is 17.33', which is an F150 extended cab. If we use those figures we can get 10 cars on the inside lane around the building & thru to the pickup window. Since that is not possible (per code), we have changed the area for the drive thru to the outside lane coming into the inside lane to the Speaker to order & Drive up window. If there is an overflow of vehicles that may extend out to Fort Street, we will have camera's facing that area to let us see this & we will direct the appropriate cars to the 2nd drive thru. If this occurs then we will have a manager or assistant manager take the order out to the vehicle for the delivery via the front of the drive where the sign stating Pedestrians crossing will be viewable.

Note: We will also be installing a sign that says no Commercial vehicles, as they are higher than our 9' clearance thru the drive thru area.

Simtek Fencing: We have submitted the plans to the commission with a masonry 6' high fence @ 100' long, but we are asking if it is possible to use the Simtek fencing from the existing Masonry wall that is 2 ½' high to extend it to the 6' requirement. **I have attached the information regarding how it is to be mounted & the Specification from the manufacturer.** We are hoping that you will approve this as the cost is just about triple to put the Masonry wall vs the Simtek wall.

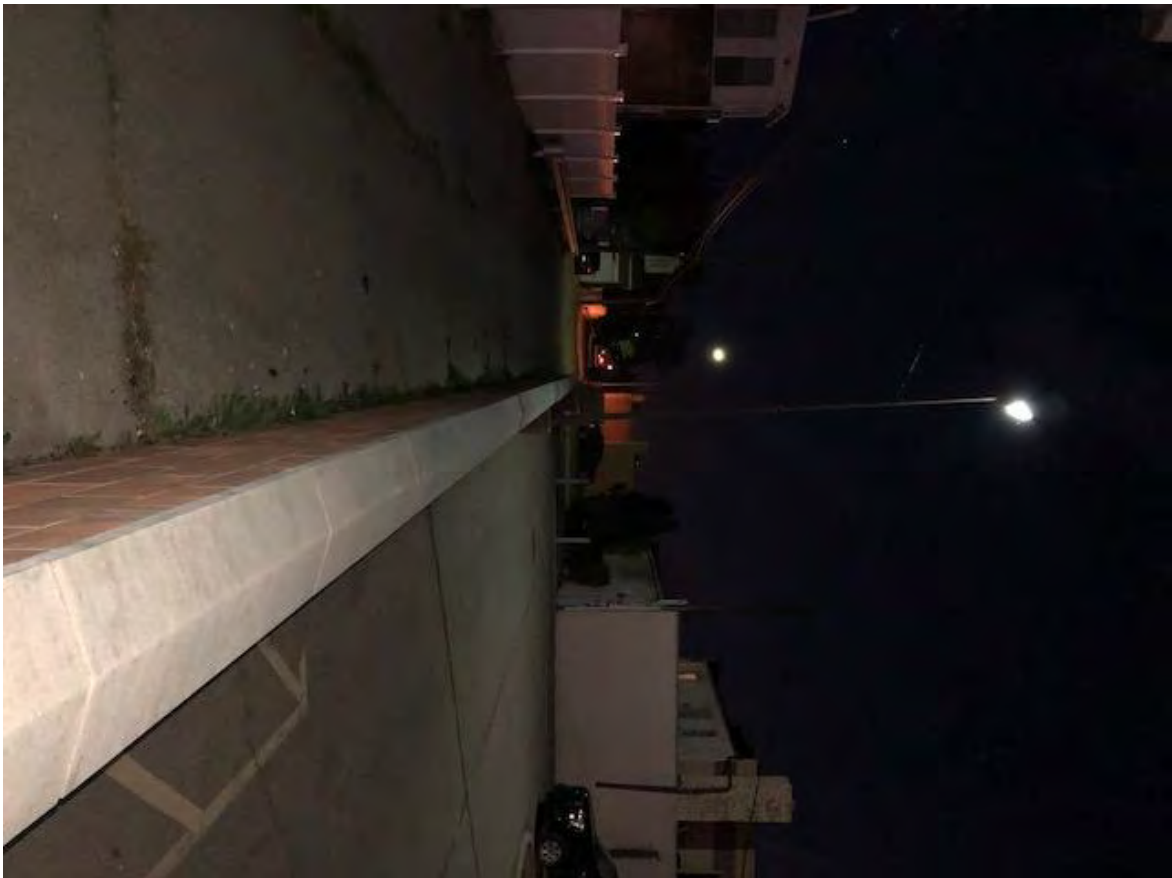
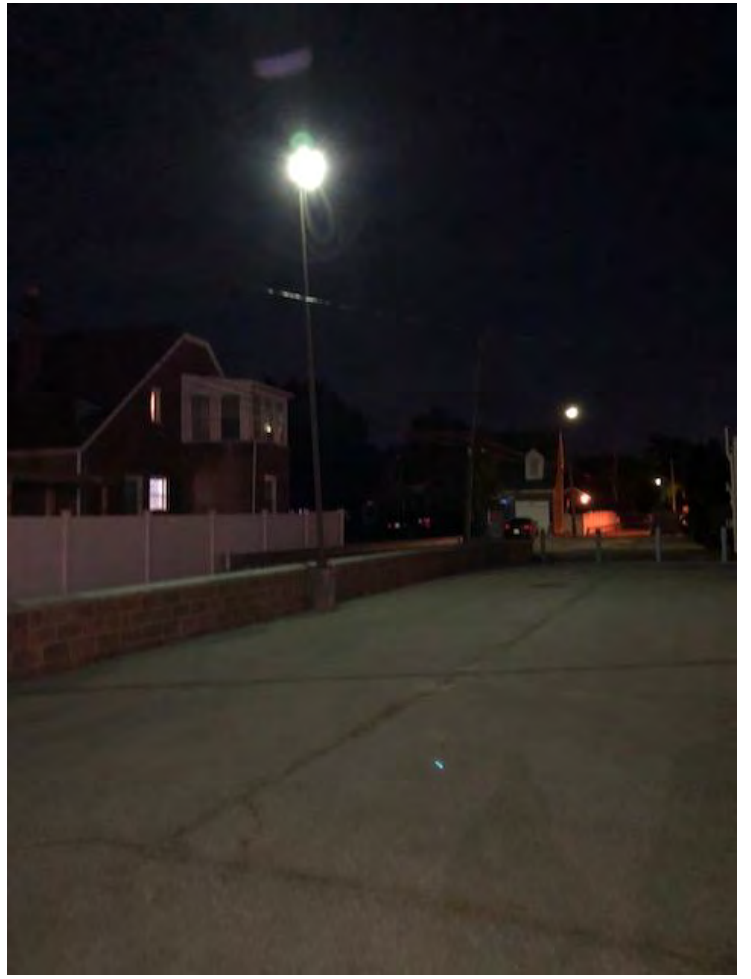
Thank you for your time.

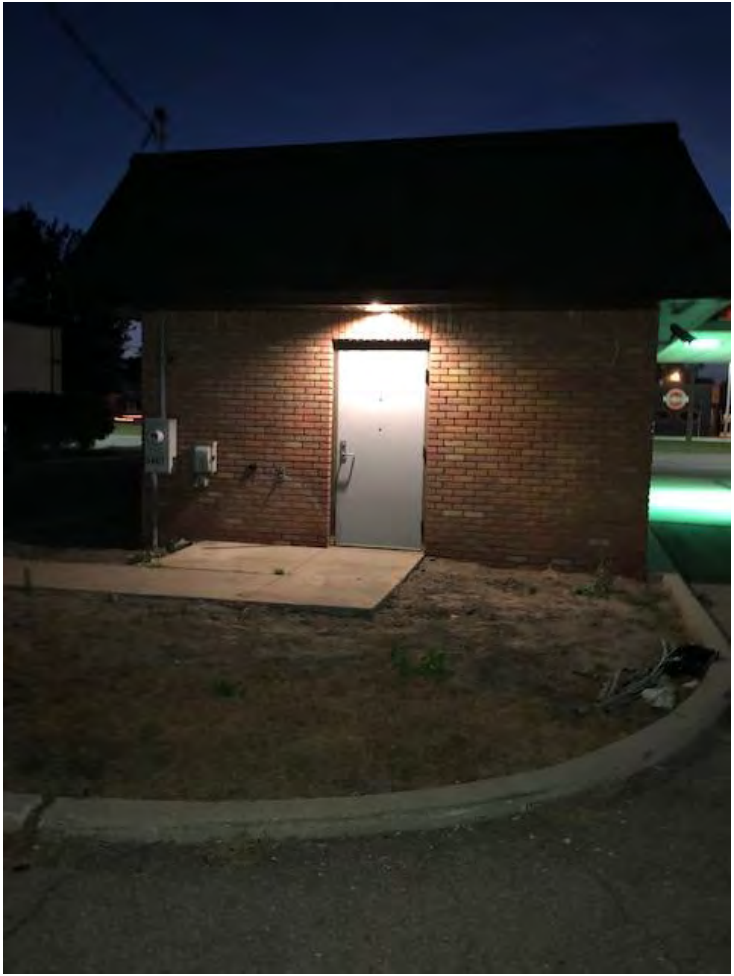












To: City of Lincoln Park
Planning Commission
1355 Southfield Rd
Lincoln Park, MI 48146

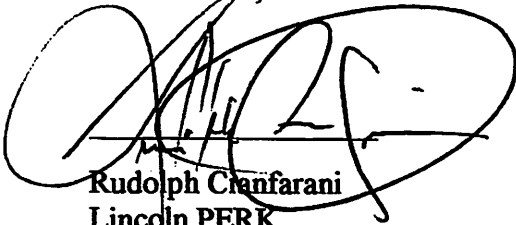
To Whom It May Concern,

This letter is to convey our commitment to maintaining landscaping at 3461 Fort Street. In compliance to ordinance 1294.09 we commit to trim tree/shrub branches on the property that are higher than 18" as a part of our regular landscaping maintenance plan. Please accept this letter as an addition to the landscaping notes submitted within our Site Plan Review Process

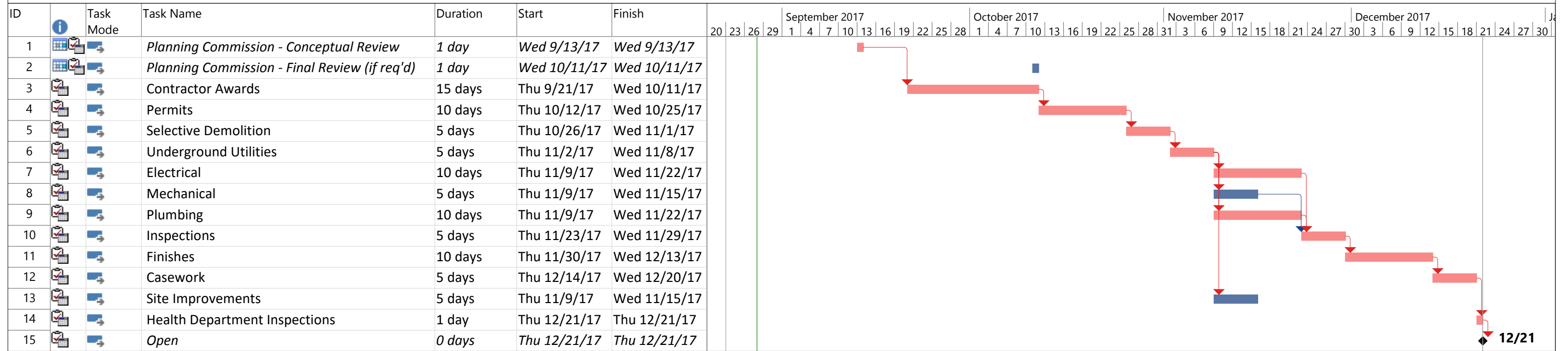
Sincerely,



Teresa Lupinski
Lincoln PERK
3461 Fort St.
Lincoln Park, MI 48146



Rudolph Cranfarani
Lincoln PERK
3461 Fort St.
Lincoln Park, MI 48146



Project: Lincoln Perk DesignCon Date: Mon 8/28/17	Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
	Split		Inactive Milestone		Manual Summary		Deadline			
	Milestone		Inactive Summary		Start-only		Critical			
	Summary		Manual Task		Finish-only		Critical Split			
	Project Summary		Duration-only		External Tasks		Progress			



October 30, 2017

Ms. Leah DuMouchel, AICP
Beckett & Raeder, Inc.
535 West William St. Suite 101
Ann Arbor, MI, 48103-4978

**Re: Lincoln Perk
3416 Fort Street
City of Lincoln Park, MI
Hennessey Project 72091**

Dear Ms. DuMouchel:

Hennessey Engineers, Inc. completed our second review of the Preliminary Plan based on the plan submittal date October 10, 2017, and received via email from you.

The proposed development is a conversion of an existing commercial development to a new Coffee Shop. Most of the utilities are existing. There is a new electrical service proposed.

Listed below are some comments which should be addressed in the Preliminary Plan approval but would not be grounds for a reason for denial from an engineering feasibility standpoint:

GENERAL

1. Based on the site plan submitted all existing utilities and leads are being reused. It is important that the developer realize these existing utilities are very old and may have reached their life expectancy. It is our strong recommendation for the developer to at least videotape the existing sewer lead to determine its condition prior to performing any new renovation on the building. If the service lead needs to be replaced the installation of the new service will need to be inspected by our office. The developer should verify with the City the existing sanitary service type and size. If it is undersized for the proposed building use it must be placed. The developer's engineer or architect shall determine the sanitary service lead capacity.
2. The developer should verify with the City the existing water service type and size. If it is a lead service or if the service is undersized for the proposed building use, it should be placed. The developer's engineer or architect shall determine the water service lead capacity.
3. There isn't any proposed parking lot improvement shown on the plans however, the existing parking lot show some signs of cracking and separation. These cracks will have to be at a minimum joint sealed with a hot asphaltic based sealer and the parking lot should be completely sealed prior to restriping.
4. The concrete sidewalks must be brought up to City Standards. Any broken or cracked sidewalks in the Fort Street Right of Way and onsite must be repaired.
5. All of the plan sheets MUST be sealed and the cover sheet MUST be signed and sealed by a professional engineer, surveyor or architect licensed in Michigan. If the site plan

meets all other Planning Commission requirements the Planning Commission could approved the Preliminary Plan contingent upon them being submitted signed and sealed by a professional engineer, surveyor or architect licensed in Michigan.

Comment 5 listed above should be addressed for the Planning Commission submittal. From an engineering feasibility our office does not have any issues with the approval of the Preliminary Site Plan submittal. Therefore, from the engineering feasibility review it would be our recommendation for the “**approval**” of the Preliminary Site Plan. If there will not be any utility or other site improvements we will not need to perform a detailed engineering review.

If you have any questions, please do not hesitate to contact me.

Sincerely,

HENNESSEY ENGINEERS, INC



James D. Hollandsworth, P.E., P.S.
Lincoln Park Project Manager

JDH/bd

cc: John Kozuh, DPW Director, City of Lincoln Park
John J. Hennessey, Hennessey Engineers, Inc.
Ryan Kern, Hennessey Engineers, Inc.
B.3

R:\Municipalities\70000's Lincoln Park\72000's\72091 3461 Fort St\Review Letters\3416 Fort St 2nd PC Review Oct. 30, 2017.docx

RE: Review request: 3461 Fort St - Lincoln Perk

Robert Wright <RWright@citylp.com>

Fri 9/1/2017 1:30 PM

To: Leah DuMouchel <ldumouchel@bria2.com>;

Hi Leah,

As best as I can see , at this point everything looks good except for the following.

I don't see a height for the drive through lane but we would be parking the engine on Fort Street if needed anyway.

The only other request is from page A101. For the exit signs, we'd like to have the businesses use the exit signs with built in emergency egress lights on the side.

Have a great weekend

Bob Wright

Lieutenant/Fire Inspector

Lincoln Park Fire Department

1355 Cleophus

Lincoln Park, MI 48146

Office (313) 381-1100

Station (313) 381-1975

Fax (313) 381-1831

rwright@citylp.com

From: Leah DuMouchel [<mailto:ldumouchel@bria2.com>]

Sent: Monday, August 28, 2017 2:16 PM

To: jdhollandsworth457@gmail.com; Robert Wright; Ray Watters; Krystina Erdos; John Kozuh

Cc: Giles Tucker; John Meyers; Laura Gray

Subject: Review request: 3461 Fort St - Lincoln Perk

Hello, Lincoln Park review team!

Please find attached a submission for site plan review to convert a drive-thru bank into a local coffee establishment. It will be undergoing Conceptual Review at the September Planning Commission meeting. Your preliminary comments are requested by Friday, September 1.

You will see that the submission is not in the standard format, though we have been working hard with the applicants, who are not development professionals. To accommodate their effort to date, I have offered to begin the conceptual review process on these documents. In your reply to me, please feel free to let me know if you do not have sufficient information or the correct format for your assessment, and I will ensure that the correct documents are produced for Final Review and submitted to you.

Please do not hesitate to contact me if you have any questions!

Leah DuMouchel, AICP

Senior Associate

Case No. PPC17-0005

Date Submitted May 16, 2017

City of Lincoln Park
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* at least thirty (30) days prior to the Planning Commission's meeting at which the proposal will be considered. 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 first Tuesday of each month at 7:00 p.m. All meetings are held at the Lincoln Park City Hall, 1355 Southfield Road, Lincoln Park, Michigan 48146. Phone number (313) 386-1800; Fax (313) 386-2205.

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: TERESA Lupinski & Rudolph Cianfarani

Mailing Address: 1043 Michigan
Lincoln Park, MI 48146

Email TMLupinski@yahoo.com Address: _____

Telephone: _____

313-333-2770 Fax: _____

Property Owner(s) (if different from Applicant): _____

Rudolph Cianfarani Mailing Address: 2621 2nd ST
Wyandotte MI
48192

Telephone: 313-310-1369 Fax: _____

Applicant's Legal Interest in Property: To open a drive thru
Coffee shop business

Location 3461 FORT ST. Lincoln Park, MI 48146

Nearest Cross Liberty & Buckingham Streets: _____

Sidwell Number: _____

Property 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.

Property Size (Square Ft): _____ (Acres): _____

Existing Zoning (please check):

- | | |
|--|--|
| <input type="checkbox"/> SFRD Single Family Residential District | <input type="checkbox"/> RBD Regional Business District |
| <input type="checkbox"/> MFRD Multiple Family Residential District | <input type="checkbox"/> CBD Central Business District |
| <input type="checkbox"/> MHRD Mobile Home Park District | <input type="checkbox"/> GID General Industrial District |
| <input type="checkbox"/> NBD Neighborhood Business District | <input type="checkbox"/> LID Light Industrial District |
| <input type="checkbox"/> MBD Municipal Business District | <input type="checkbox"/> CSD Community Service District |
| <input type="checkbox"/> PUD Planned Unit Development District | |

Present Use of Property: VACANT BANK (drive thru)

Proposed Use of Property: drive thru coffee shop

Please Complete the Following Chart:

Type of Development	Number of Units	Gross Floor Area	Number of Employees on Largest Shift
Detached Single Family			
Attached Residential			
Office			
Commercial	1	524	3
Industrial			
Other			

Professionals Who Prepared Plans:

A. Name: Pizzo Construction

Mailing Address: Antoine Wyandotte, MI 48192

Email Address: tony.pizzo@pizzoc.com

Telephone: 313-671-2794 Fax: 313-671-2794 Primary Design Responsibility: Vito Mazzola

B. Name: Foliage Concepts Landscaping

Mailing Address: 21527 Plymouth Court Grosse Pointe MI 48138

Email Address: doug@foliageconcepts.com

Address: _____

Telephone: 734-671-1551 Fax: _____ Primary Design Responsibility: Doug Henry

C. Name: _____

Mailing Address: _____

Address: _____

Email Address: _____

Telephone: _____ Fax: _____ Primary Design Responsibility: _____

ATTACH THE FOLLOWING:

1. Eight (8) individually folded copies of the site plans, sealed by a registered architect, engineer, landscape architect or community planner as well as ONE (1) Electronic copy.
2. A brief written description of the existing and proposed uses, including but not limited to: hours of operation, number of employees on largest shift, number of company vehicles, etc.
3. Proof of property ownership.
4. Review comments or approval received from county, state, or federal agencies that have jurisdiction over the project, including but not limited to:

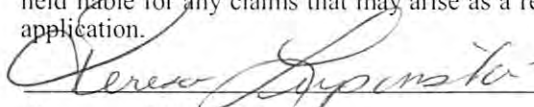
- | | |
|---|--|
| G Wayne County Road Commission | G Wayne County Drain Commission |
| G Wayne County Health Division | G Michigan Department of Natural Resources |
| G Michigan Department of Transportation | G Michigan Department of Environmental Quality |

PLEASE NOTE: The applicant or a designated representative **MUST BE PRESENT** at all scheduled review meetings or the site plan may be tabled due to lack of representation.

Failure to provide true and accurate information on this application shall provide sufficient grounds to deny approval of a site plan application or to revoke any permits granted subsequent to site plan approval.

APPLICANT=SENDERSEMENT:

All information contained herein is true and accurate to the best of my knowledge. I acknowledge that the Planning Commission will not review my application unless all information required in this application and the Zoning Ordinance have been submitted. I further acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing, or approval of this site plan application.



 Signature of Applicant

5-16-17

 Date



 Signature of Property Owner Authorizing this Application

 Date
5-16-17

 Date

TO BE COMPLETED BY THE CITY		Case No. <u>PPC17-0005</u>
Date Submitted: <u>5/16/17</u>		Fee Paid: <u>\$ 2,550-</u>
Received By: <u>(signature)</u>		Date of Public Hearing: _____
PLANNING COMMISSION ACTION		
Approved: _____	Denied: _____	Date of Action: _____

RECEIVED

MAY 16 2017

MICHIGAN MI USA
ENHANCED COMMERCIAL
DRIVER LICENSE



Rudolph Cianfarani



Restrictions Corrective Lens, K-CDL
Infrastate only

DD 0071440347110



10-03-1959

C 516 751 004 762
DOB 10-03-1959
RUDOLPH CIANFARANI
2621 2ND ST
WYANDOTTE, MI 48192-5102

Sex M Hgt 600 Eyes BRO
Lic Type E,CA End N

ISS 10-11-2016
EXP 10-03-2020

DONOR
Rev 07-01-2012

Received By:

Howey & Associates, Inc.
22333 Allen Road
Woodhaven, MI 48183

Received From:

Rudolph Cianfarani
3461 Fort Street
Lincoln Park, MI 48146

RECEIPT FOR PAYMENT	
ACCOUNT NO. RUDOLPH	DATE 03/31/2017
Commercial Package	
POLICY NO. BINDER/BOP6355948	
EFFECTIVE 03/31/2017	EXPIRATION 03/31/2018
COMPANY	
PRODUCER Deborah Ann Anderson	
AMOUNT RECEIVED: \$471.00	

This is to certify that we received payment, in the amount of \$471.00, from the above listed customer.

pd in the office at 12:02 pm

Burieta Mayes

ACKNOWLEDGMENT AND AGREEMENT


File Number: 770179
Date: March 31, 2017
Property Address: 3461 Fort Street, Lincoln Park, MI 48146

The undersigned Seller and Buyer acknowledge and agree as follows:

1. That information regarding any outstanding municipal charges including but not limited to water, demolition, weed cutting, sidewalk repair, tap in fees ("Municipal Charges") is not readily available to **First American Title Insurance Company**
2. That **First American Title Insurance Company** is not responsible for payment of any Municipal Charges which are not existing liens recorded in the Office of the Register of Deeds **Wayne** County or which do not appear on the tax rolls for the property described in the above referenced commitment.
3. That it is the responsibility of the Seller and Buyer to obtain bills for, and pay, any outstanding Municipal Charges in accordance with the purchase agreement between Seller and Buyer.
4. That **First American Title Insurance Company** is not responsible for any difference between any amount collected at closing and the actual amount of any Municipal Charges and that any shortage in funds collected and paid at closing is the sole responsibility of Seller and Buyer.

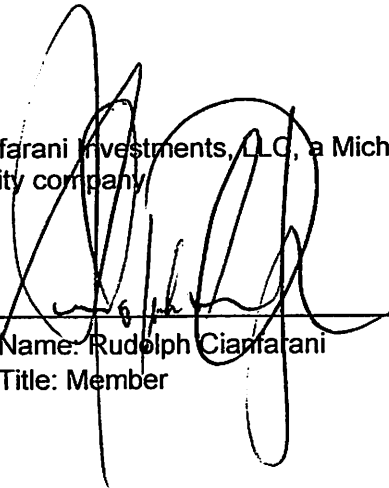
Seller:

Spark Investment, LLC, a Michigan limited liability company

By: 
Name: Parthiv Dandnaik
Title: Member

Buyer:

Cianfarani Investments, LLC, a Michigan limited liability company

By: 
Name: Rudolph Cianfarani
Title: Member



First American Title Insurance Company

File No: 770179

DISCLOSURE AND ACKNOWLEDGMENT


Date: March 31, 2017
Property Address: 3461 Fort Street, Lincoln Park, MI 48146

By signing this statement the undersigned acknowledge the following:

- 1: That all closing documents prepared by First American Title Insurance Company are prepared at the direction and request of all parties to the transaction, their real estate agent(s)/broker(s) or attorney(s).
2. That **First American Title Insurance Company is not acting as my agent, attorney, representative or fiduciary**, at this real estate closing.
3. That First American Title Insurance Company's employee who has attended this closing represents only First American Title Insurance Company.
4. That First American Title Insurance Company's employee who has identified certain documents to me as he/she has presented them to me for signing, but **has not given me legal advice as to the meaning or effect of the documents**. I understand that any of his/her statements about the documents are not legal advice to me. If I have an attorney, that attorney is my only attorney in this transaction.
5. That I have either read all of the closing documents or am responsible for my own failure to have read them. **I understand that First American Title Insurance Company is not responsible for explaining to me the effect of the documents I have signed.**
6. That the title policy, when issued, will contain all of the exceptions noted on the commitment, unless such exceptions are removed to the satisfaction of First American Title Insurance Company at closing.
7. **That I have read this statement and understand it.**

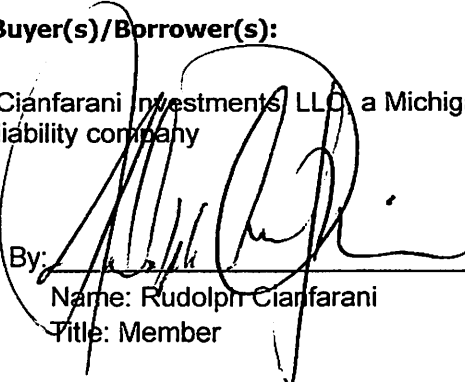
Seller(s):

Spark Investment, LLC, a Michigan limited liability company

By: 
Name: Parthiv Dandnaik
Title: Member

Buyer(s)/Borrower(s):

Cianfarani Investments, LLC, a Michigan limited liability company

By: 
Name: Rudolph Cianfarani
Title: Member



First American Title Insurance Company

File No: 770179

TAX PRORATION AGREEMENT/ACKNOWLEDGEMENT

File Number: 770179
Date: March 31, 2017
Reference: Cianfarani Investments, LLC / Spark Investment, LLC
Property Address: 3461 Fort Street, Lincoln Park, MI 48146

Seller and Purchaser Acknowledge and Agree as Follows:

1. That the parties hereto have settled the proration of taxes and assessments by the method reflected on the settlement statements signed at the closing. That in the event it is subsequently discovered that these are additional taxes or assessments, which constitute a lien at the time of closing Seller and Purchaser agree that such additional taxes or assessments shall be prorated by the method reflected in the settlement statement signed at closing. Any prior agreement between parties shall be deemed as modified hereby.
2. **The Purchaser acknowledges and agrees:**
 - a) that all real estate taxes billed on or after this date are the sole responsibility of the **Purchaser**.
 - b) that the **Purchaser** shall make any necessary arrangements to obtain all future tax bills. Purchaser acknowledges it is **not** the responsibility of First American Title Insurance Company to notify any Treasurer of change in ownership.
3. **The Seller acknowledges and agrees:**
 - a) that the Seller **represents** and **warrants** to the Purchaser and First American Title Insurance Company and its underwriter that all outstanding taxes and assessments including but not limited to all sewer and water charges, road paving, maintenance charges, trash collection charges, weed charges, association dues, penalties, and administration fees have been paid in full by the Seller.

or

 - b) that, if not previously paid by the Seller, all outstanding taxes and assessments including but not limited to all above said items shall be deducted from the Sellers proceeds as reflected on the settlement statement.
 - c) that the Seller has not received any notification of any future assessments and has no knowledge of any improvement or maintenance undertaken by any municipality or association.
 - d) that the Seller will immediately pay any taxes and assessments including but not limited to the above said items (Paragraph 3a) which may subsequently be discovered to have been a lien on the property or incurred prior to the date of closing.
4. **Seller and Purchaser acknowledge and agree:**
 - a) That any settlement to the proration of taxes or assessments is a matter entirely between the Seller and Purchaser, and that neither the Seller nor the Purchaser is relying on advice from First American Title Insurance Company in determining method of statement.
 - b) That First American Title Insurance Company is relying on the agreement of the Seller and Purchaser as reflected in the settlement statements in order to disburse funds.
 - c) That, except for the failure of First American Title Insurance Company to properly account for the funds provided to it, Seller and Purchaser jointly and severally agree to indemnify First American Title Insurance Company for any loss or damage, including but not limited to reasonable attorney fees incurred as a result of failure to comply with this agreement.
 - d) That Seller and Purchaser acknowledge First American Title Insurance Company and its underwriter are relying on the representations made herein for the purpose of closing the real estate transaction referenced herein and are disbursing funds based on upon such reliance.



First American Title Insurance Company

File No: 770179

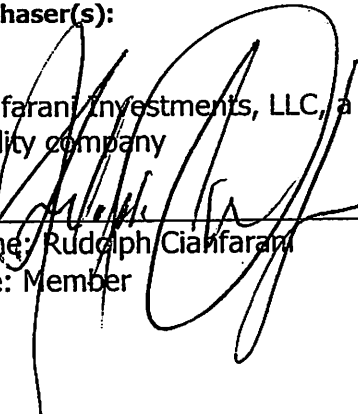
Seller(s):

Spark Investment, LLC, a Michigan limited liability company

By: 
Name: Parthiv Dandnaik
Title: Member

Purchaser(s):

Cianfarani Investments, LLC, a Michigan limited liability company

By: 
Name: Rudolph Cianfarani
Title: Member



First American Title Insurance Company

File No: 770179

MEMORANDUM OF LAND CONTRACT

Drafted By:

Parthiv Dandnaik, Member
Spark Investment, LLC
24300 Joy Road
Redford, MI 48239

Return To:

19650 Fort Street, Bldg 21 Apt 202
Riverview, MI 48193

Tax Parcel No.:

45-012-08-1797-001

File Number:

770179

This Memorandum of Land Contract entered into on this March 31, 2017, by and between: **Spark Investment, LLC, a Michigan limited liability company**, whose address is 24300 Joy Road, Redford, MI 48239, hereinafter referred to as "Seller" and **Cianfarani Investments, LLC, a Michigan limited liability company**, whose address is 19650 Fort Street, Bldg 21 Apt 202, Riverview, MI 48193, hereinafter referred to as "Purchaser".

Witnesseth:

The Purchaser and Seller have entered into a Land Contract of even date herewith and they desire to enter into this Memorandum of Land Contract to give record notice of the existence of said Land Contract. In consideration of the premises and other good and valuable consideration, the Seller, acknowledges and agrees that the property described below was sold to the Purchaser on Land Contract of even date:

Land in the City of Lincoln Park, County of Wayne, State of Michigan, described as follows:

Lots 1797 through 1801, inclusive, except that part taken for road purposes, EMMON'S ORCHARD SUBDIVISION NO. 2, according to the recorded plat thereof, as recorded in Liber 41 of Plats, Page 88, Wayne County Records.

More commonly known as: **3461 Fort Street, Lincoln Park, MI 48146**

The purpose of this Memorandum of Land Contract is to give record notice of the existence of the aforesaid Land Contract.

In Witness Whereof, the parties have executed this Memorandum of Land Contract and have caused their hands and seals to be affixed hereto the day and year first written.



First American Title Insurance Company

(Attached to and becoming a part of Memorandum of Land Contract dated: March 31, 2017 between Spark Investment, LLC, a Michigan limited liability company, as Vendor(s) and Cianfarani Investments, LLC, a Michigan limited liability company, as Vendee(s).)

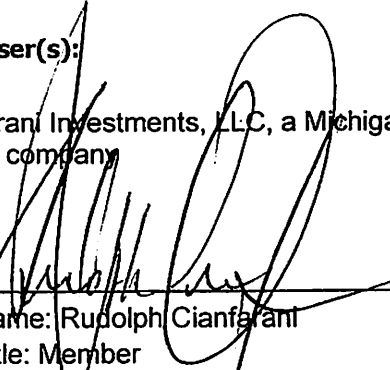
Seller(s):

Spark Investment, LLC, a Michigan limited liability company

By: 
Name: Parthiv Dandnaik
Title: Member

Purchaser(s):

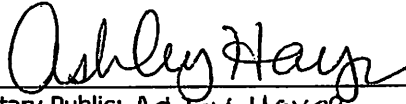
Cianfarani Investments, LLC, a Michigan limited liability company

By: 
Name: Rudolph Cianfarani
Title: Member

State of Michigan
County of Wayne

The foregoing instrument was acknowledged before me this March 31, 2017 by Parthiv Dandnaik, Member of Spark Investment, LLC, a Michigan limited liability company and Rudolph Cianfarani, Member of Cianfarani Investments, LLC, a Michigan limited liability company.

ASHLEY HAYES
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires June 7, 2023
Acting in the County of Wayne


Notary Public: Ashley Hayes
Notary County/State: Wayne/Michigan
County Acting In: Wayne
Commission Expires: June 7, 2023



First American Title Insurance Company

LAND CONTRACT

First American Title Insurance Company

Parties

This Contract, Made this **March 31, 2017** between **Spark Investment, LLC, a Michigan limited liability company**, hereinafter referred to as "Seller", whose address is **24300 Joy Road, Redford, MI 48239**, and **Cianfarani Investments, LLC, a Michigan limited liability company**, hereinafter referred to as "Purchaser", whose address is **19650 Fort Street, Bldg 21 Apt 202, Riverview, MI 48193**.

Description of Premises

Witnesseth:

1. The Seller agrees as follows:

(a) To sell and convey to Purchaser land in the **City of Lincoln Park**, County of **Wayne**, State of **Michigan**, described as:

Lots 1797 through 1801, inclusive, except that part taken for road purposes, EMMON'S ORCHARD SUBDIVISION NO. 2, according to the recorded plat thereof, as recorded in Liber 41 of Plats, Page 88, Wayne County Records.

More commonly known as: **3461 Fort Street, Lincoln Park, MI 48146**

together with all tenements, hereditaments, improvements, and appurtenances, including all light fixtures, plumbing, fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, now on the premises, and subject to all applicable building and use restrictions, and easements, if any, affecting the premises.

Terms of Payment

(b) That the consideration for the sale of the above described premises to the Purchaser is: **EIGHTY SEVEN THOUSAND FIVE HUNDRED (\$87,500.00) Dollars**, of which the sum of **TWENTY THOUSAND (\$20,000.00) Dollars**, has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of **SIXTY SEVEN THOUSAND FIVE HUNDRED (\$67,500.00) Dollars**, is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of **Six percent (6%)** per annum. This balance of purchase money and interest shall be paid in **Month** installments of **(\$600.00) Dollars** each, or more at Purchaser's option, on the **31st** day of each month, beginning **April 31, 2017** : said payments to be applied first upon interest and the balance on principal; **provided**, the entire purchase money and interest shall be fully paid within **3 Years** from the date hereof, anything herein to the contrary notwithstanding.



First American Title Insurance Company

Seller's Duty to Convey

(c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgage or mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the Purchaser or the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and easements and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or his assigns.

To Furnish Title Evidence

(d) To deliver to the Purchaser as evidence of title, at the Seller's option, either a Policy of Title Insurance insuring Purchaser or Abstract of Title, the effective date of the policy or certification date of Abstract to be approximately the date of this contract, and issued by the First American Title Insurance Company. If the evidence of title is an Abstract of Title, the Seller shall have the right to retain possession of the Abstract of Title during the life of this contract and upon demand, shall lend it to Purchaser upon the pledging of a reasonable security.

Purchaser's Duties

2. The Purchaser Agrees As Follows:

- (a) To purchase said land and pay the Seller the sum aforesaid, with interest thereon as above provided.
- (b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon.
- (c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority.

To Pay Taxes and Keep Premises Insured

(d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.

Alternate Payment Method

If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Paragraph 2(e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then Paragraph 2(e) shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective.

(e) To pay monthly in addition to the monthly payments herein before stipulated, the sum (insert amount, if advance monthly installment method of taxes and insurance is to be adopted) _____ **Dollars** (\$_____), which is an estimate of the monthly cost of the taxes, special assessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2(d) above when due and before any penalty attaches, and submit receipts therefore to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand.

Acceptance of Title and Premises



First American Title Insurance Company

(f) That he has examined a Title Insurance Commitment dated **January 06, 2017** covering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structure thereon.

Maintenance of Premises

(g) To keep and maintain the premises and the buildings thereon in as good condition as they are at the date hereof, reasonable wear and tear excepted, and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

3. The Seller and Purchaser Mutually Agree as Follows:

Mortgage by Seller

(a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall be payable in not more than three (3) years from date of execution thereof and shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; shall provide for a rate of interest on the unpaid balance of the mortgage debt which does not exceed the rate of interest provided in Paragraph 1(b); or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien upon the land superior to the rights of the Purchaser herein; provided notice of the execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinbefore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages.

Encumbrances on Seller's Title

(b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums first maturing hereon, with interest at the rate provided in Paragraph 1(b) on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may at any time thereafter, which such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same.

Non-payment of Taxes or Insurance

(c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sums provided for in Paragraph 2(e), or in the delivery of any policy as hereinbefore provided, the



First American Title Insurance Company

Seller may pay such taxes or premiums or procure such insurance and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate as set forth in Paragraph 1(b) hereof.

Assignment by Purchaser

(d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in anyway by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon.

Possession

(e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. In the event the premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

Right to Forfeit

(f) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and have the Purchaser and each and every other occupant removed and put out. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, such notice shall specify all unpaid moneys and other breaches of this contract and shall declare forfeiture of this contract effective in fifteen days after service unless such money is paid and any other breaches of this contract are cured within that time.

Acceleration Clause

(g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.

(h) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the Deed to be made in fulfillment hereof.

(i) Time shall be deemed to be of the essence of this contract.

(j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.

Notice to Purchaser

(k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with first class postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

Additional Clauses

(l) None.



First American Title Insurance Company

Interpretation of Contract

(m) The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns and successors of the respective parties.



First American Title Insurance Company

Dated this March 31, 2017.

Seller(s):

Buyer(s):

Spark Investment, LLC, a Michigan limited liability company

Cianfarani Investments, LLC, a Michigan limited liability company

By: [Signature]

By: [Signature]

Name: Parthiv Dandnaik
Title: Member

Name: Rudolph Cianfarani
Title: Member

State of Michigan
County of Wayne

The foregoing instrument was acknowledged before me this March 31, 2017 by Parthiv Dandnaik, Member of Spark Investment, LLC, a Michigan limited liability company and Rudolph Cianfarani, Member of Cianfarani Investments, LLC, a Michigan limited liability company.

ASHLEY HAYES
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires June 7, 2023
Acting in the County of Wayne

[Signature]
Notary Public: Ashley Hayes
Notary County/State: / Wayne / Michigan
County Acting In: Wayne
Commission Expires: June 7, 2023



First American Title Insurance Company

**ESCROW AGREEMENT
(Warranty Deed)**

File Number: 770179
Date: March 31, 2017
Property Address: 3461 Fort Street, Lincoln Park, MI 48146
Escrowee: First American Title Insurance Company, 100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, Michigan 48304 Phone: (248)540-4102 Fax: (866)550-1079

Deposited with First American Title Insurance Company, as Escrowee, is an executed Warranty Deed and copy of the executed Land Contract between the Seller and Purchaser (pursuant to which such Warranty Deed is to be delivered by Seller to Purchaser upon fulfillment of the Land Contract).

The Warranty Deed is to be held in escrow by Escrowee under the following terms and conditions:

- 1) upon receipt by Escrowee of written notice from Seller that the Land Contract has been paid in full and direction to deliver the Warranty Deed to the Purchaser, and;
- 2) unless Escrowee receives from the Seller written notice and direction to deliver the Warranty Deed to the Purchaser, or written notice from Purchaser that the Seller has been requested to, but has refused to direct delivery of the deed, on or before **May 1, 2020**, then Escrowee shall return the Warranty Deed to the Seller, and;
- 3) if future payoff of the Land Contract is through a closing at a firm other than First American Title Insurance Company Seller and Purchaser are agreeable to First American Title Insurance Company appointing that firm, through means of a signed contract, to act on their behalf in releasing the Deed as part of that closing, and;
- 4) First American Title Insurance Company is **not** responsible for any recording and revenue fees due on the subject Warranty Deed at time of recordation, and;
- 5) in the event of conflicting instructions or any other dispute regarding this escrow, Escrowee may, at its option, continue to hold such Warranty Deed until joint written instructions directing delivery of the Warranty Deed are furnished to Escrowee by Seller and Purchaser, or Escrowee may initiate an interpleader action in a court of competent jurisdiction and deposit the Warranty Deed for determination by the court of the proper disposition. Upon deposit with such court, this escrow shall terminate and the Escrowee shall be relieved of any further liability hereunder.

Upon making such delivery, and performance of any other services included above, Escrowee will thereupon be released and acquitted from any further liability concerning the deposit, it being expressly understood that such liability in any event is limited by the terms and conditions set forth herein. By acceptance of this deposit, Escrowee is in no way assuming any responsibility for the validity or authenticity of any instrument deposited hereunder or any instrument pursuant to which this escrow is established. Escrowee shall incur no liability resulting from the failure of any financial institution used by it as an escrow depository. Escrowee shall not be responsible to pay any interest on the escrowed funds unless directions to invest are accepted in writing by Escrowee.

In the event of an interpleader action or other litigation affecting its duties relating to this deposit, Seller and Purchaser jointly and severally agree to reimburse Escrowee for any reasonable expenses incurred, including attorney fees.

Any change in the terms or conditions hereof may be made only in writing signed by all parties or their duly authorized representatives.

In the event that any funds held in escrow remain unclaimed beyond six (6) months after the termination date recited in this Agreement, Escrowee shall be entitled to a reasonable administrative fee to be deducted from the escrow proceeds.

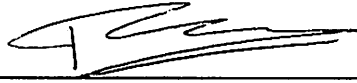
For its services as herein set forth Escrowee is to be paid the sum of **\$200.00** by **Purchaser**.



(Attached to and becoming a part of Escrow Agreement dated: March 31, 2017)

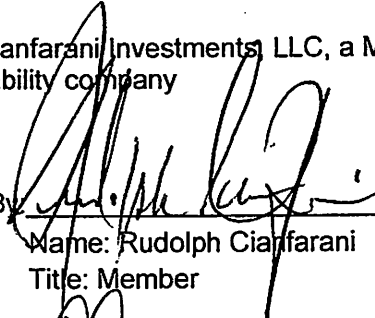
Seller(s):

Spark Investment, LLC, a Michigan limited liability company


By: 
Name: Parthiv Dandnaik
Title: Member

Purchaser(s):

Cianfarani Investments, LLC, a Michigan limited liability company

By: 
Name: Rudolph Cianfarani
Title: Member

First American Title Insurance Company

By: 
Authorized Signature

Seller's Forwarding Address:

24300 JOY RD
REDFORD MI-48239

Phone Number: 313 887 4047

Purchaser's Forwarding Address:

Phone Number: _____



First American Title Insurance Company

EC APP-019 (Rev 8/97)

WARRANTY DEED

(Platted/Condominium)

Drafted By:

Parthiv Dandnaik, Member
Spark Investment, LLC
24300 Joy Road
Redford, MI 48239

Return To:

Cianfarani Investments, LLC
19650 Fort Street, Bldg 21 Apt 202
Riverview, MI 48193

Send Tax Bills To:

Cianfarani Investments, LLC
19650 Fort Street, Bldg 21 Apt 202
Riverview, MI 48193

Recording Fee: \$
File Number: 770179

State Transfer Tax: \$
County Transfer Tax: \$

Tax Parcel No.: 45-012-08-1797-001

Know All Persons by These Presents: That **Spark Investment, LLC, a Michigan limited liability company** whose address is 24300 Joy Road, Redford, MI 48239

Convey(s) and Warrant(s) to **Cianfarani Investments, LLC, a Michigan limited liability company** whose address is 19650 Fort Street, Bldg 21 Apt 202, Riverview, MI 48193

the following described premises situated in the City of **Lincoln Park**, County of **Wayne**, State of Michigan, to wit:

(SEE ATTACHED EXHIBIT A)

More commonly known as: **3461 Fort Street, Lincoln Park, MI 48146**

for the full consideration of: Eighty Seven Thousand Five Hundred Dollars (\$87,500.00).

Subject To:

Existing building and use restrictions, easements of record, and zoning ordinances, if any.

This deed is delivered pursuant to a certain Land Contract dated March 31, 2017, by and between Sellers and Purchasers, and is subject to liens, encumbrances, or other matters arising from the acts or omissions of any persons other than Sellers and/or Assigns from and after the date of the said Land Contract.



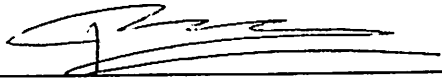
First American Title Insurance Company

(Attached to and becoming a part of Warranty Deed dated: March 31, 2017 between Spark Investment, LLC, a Michigan limited liability company, as Grantor(s) and Cianfarani Investments, LLC, a Michigan limited liability company, as Grantee(s).)

Dated this March 31, 2017.

Seller(s):

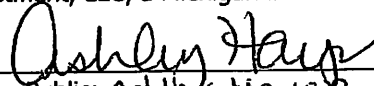
Spark Investment, LLC, a Michigan limited liability company

By: 

Name: Parthiv Dandnaik
Title: Member

State of Michigan
County of Wayne

The foregoing instrument was acknowledged before me this March 31, 2017 by Parthiv Dandnaik, Member of Spark Investment, LLC, a Michigan limited liability company.



Notary Public: Ashley Hayes
Notary County/State: Wayne / Michigan
County Acting In: Wayne
Commission Expires: June 7, 2023

ASHLEY HAYES
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires June 7, 2023
Acting in the County of Wayne

(Attached to and becoming a part of Warranty Deed dated: March 31, 2017 between Spark Investment, LLC, a Michigan limited liability company, as Grantor(s) and Cianfarani Investments, LLC, a Michigan limited liability company, as Grantee(s).)

EXHIBIT A

Land situated in the City of Lincoln Park, County of Wayne, State of Michigan, described as follows:

Lots 1797 through 1801, inclusive, except that part taken for road purposes, EMMON'S ORCHARD SUBDIVISION NO. 2, according to the recorded plat thereof, as recorded in Liber 41 of Plats, Page 88, Wayne County Records.

Tax Parcel Number: 45-012-08-1797-001

AFFIDAVIT AND INDEMNITY

This Affidavit is being executed for the benefit First American Title Insurance Company, their successors and/or assigns (collectively, "the Company") with respect to property located in Wayne County, State of Michigan, more particularly described in title commitment 770179.

Affiant shall initial and complete the appropriate section or indicate that the section is not applicable.

Sale of Interest (NONE, unless completed)

Affiant entered into a written agreement with Thomas A Duke Company the ("Broker") as defined in the Commercial Real Estate Broker's Lien Act, (Michigan Public Act 201 of 2010) for the purpose of selling, leasing or otherwise conveying an interest in the property. Broker is entitled to compensation pursuant to the agreement in the amount of \$5,250.00.

Acquisition of Interest (NONE, unless completed)

Affiant entered into a written agreement with _____ the ("Broker") as defined in the Commercial Real Estate Broker's Lien Act, (Michigan Public Act 201 of 2010) for the purpose of acquiring an ownership interest in the property, including but not limited to a leasehold interest in the property and/or improvements located thereon. Broker is entitled to compensation pursuant to the agreement in the amount of _____.

General Disclosure (NONE, unless completed)

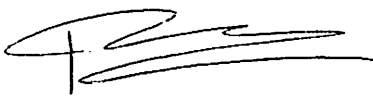
Affiant has neither entered into a written agreement with, nor is Affiant aware of any individual who has entered into a written agreement with any "Broker" as defined in the Commercial Real Estate Broker's Lien Act, (Michigan Public Act 201 of 2010), for the purpose of selling, leasing or otherwise conveying an interest in the property.

The Affiant acknowledges that the Company is relying on the representations contained in this Affidavit in issuing a title policy or policies of title insurance covering the property, and that the Company would not issue such policy or policies without exception to Broker's right to lien unless these representations were made. In consideration of the Company's issuance of such policy, or policies of title insurance, Affiant agrees to defend, hold harmless and indemnify the Company against all loss, damage or liability, including liability for reasonable attorney's fees incurred Condition of its policy or policies resulting from the recording, enforcement or attempted enforcement of any commercial broker's lien recorded pursuant to the Commercial Real Estate Broker's Lien Act, (Michigan Public Act 201 of 2010).

Date: _____

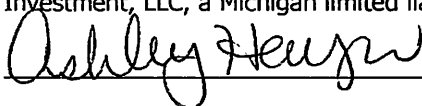
Affiant:

Spark Investment, LLC, a Michigan limited liability company

By: 

Name: Parthiv Dandnaik
Title: Member

Subscribed and sworn to before me this 31 day of March 2017, by Parthiv Dandnaik, Member for Spark Investment, LLC, a Michigan limited liability company.

 Notary Public

ASHLEY HAYES
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires June 7, 2023
Acting in the County of Wayne

AFFIDAVIT AND INDEMNITY

This Affidavit is being executed for the benefit First American Title Insurance Company, their successors and/or assigns (collectively, "the Company") with respect to property located in Wayne County, State of Michigan, more particularly described in title commitment 770179.

Affiant states as follows:

Affiant shall initial and complete the appropriate section or indicate that the section is not applicable.

Sale of Interest (NONE, unless completed)

Acquisition of Interest (NONE, unless completed)

Affiant entered into a written agreement with _____ the ("Broker") as defined in the Commercial Real Estate Broker's Lien Act, (Michigan Public Act 201 of 2010) for the purpose of acquiring an ownership interest in the property, including but not limited to a leasehold interest in the property and/or improvements located thereon. Broker is entitled to compensation pursuant to the agreement in the amount of _____.

General Disclosure (NONE, unless completed)

Affiant has neither entered into a written agreement with, nor is Affiant aware of any individual who has entered into a written agreement with any "Broker" as defined in the Commercial Real Estate Broker's Lien Act, (Michigan Public Act 201 of 2010), for the purpose of selling, leasing or otherwise conveying an interest in the property.

The Affiant acknowledges that the Company is relying on the representations contained in this Affidavit in issuing a title policy or policies of title insurance covering the property, and that the Company would not issue such policy or policies without exception to Broker's right to lien unless these representations were made. In consideration of the Company's issuance of such policy, or policies of title insurance, Affiant agrees to defend, hold harmless and indemnify the Company against all loss, damage or liability, including liability for reasonable attorney's fees incurred Condition of its policy or policies resulting from the recording, enforcement or attempted enforcement of any commercial broker's lien recorded pursuant to the Commercial Real Estate Broker's Lien Act, (Michigan Public Act 201 of 2010).

Date: _____

Affiant:

Cianfarani Investments, LLC a Michigan limited liability company

By:  _____

Name: Rudolph Cianfarani
Title: Member

Subscribed and sworn to before me this _____ day of _____, by Rudolph Cianfarani, Member for Cianfarani Investments, LLC, a Michigan limited liability company.

_____, Notary Public

OWNER'S AFFIDAVIT/ESTOPPEL CERTIFICATE/COMPLIANCE AGREEMENT- SALE

File Number: 770179

Date: March 31, 2017

Reference: Cianfarani Investments, LLC /Spark Investment, LLC

Property Address: 3461 Fort Street, Lincoln Park, MI 48146

Forwarding Address:

24300 Joy Road

Redford, MI 48239

(To be executed by all parties shown as vested owners/borrowers in the commitment for title insurance.)

Affiant makes the representations contained herein to induce the purchaser and/or lender to consummate the transaction referenced in commitment, to obtain the proceeds of the sale or loan, and to induce First American Title Insurance Company ("First American") to issue a policy(s) of title insurance insuring title to the land. Affiant agrees that in the event it is determined that there are unpaid charges which were due and payable prior to and including the date of closing, which are the responsibility of Affiant, that the Affiant shall pay any and all amounts so charged and shall provide proof of payment of same to First American. Affiant also agrees and covenants, if requested by First American, to fully cooperate and adjust for clerical errors in any closing documents, including but not limited to, repayment of any overpayments and executing duplicate closing documents.

The undersigned, being first duly sworn on oath, deposes, states and warrants as follows:

1. That Affiant is the owner or is an authorized representative of the owner of certain premises described in Commitment No. 770179 or which is described in Exhibit A attached hereto (the "Property"), and Affiant has not filed, nor is subject to any bankruptcy, receivership, or insolvency proceedings.
2. That the Affiant is in the possession of the Property and there are no other parties in possession or claiming rights of possession; (NONE, unless noted) _____
3. That Affiant has no knowledge of any unrecorded conveyances, water, mineral, gas or oil rights, unrecorded easements or claims of easements, replatting, boundary line disputes or claims of such grants or rights relative thereto; (NONE, unless noted) _____
4. That the use of the Property is in compliance with all terms, conditions, covenants and/or restrictions affecting the Property created in a plat of the Property or in any other document, recorded or unrecorded, and there are currently no violations of any terms, conditions, covenants and/or restrictions affecting the property; (NONE, unless noted) _____
5. a. That the survey of the Property provided by Affiant to First American correctly represents all matters certified to by the surveyors and that there have been no improvements added or alterations made on the Property from the date of survey to the present and there are no encroachments onto the property or encroachments over building or setback lines, easements or property lines not disclosed by the survey; (NONE, unless noted) _____

OR



First American Title Insurance Company

File No: 770179

OWNER'S AFFIDAVIT/ESTOPPEL CERTIFICATE/COMPLIANCE AGREEMENT-continued

- b. That if no survey was provided to First American, Affiant warrants as follows:
 - a. There has not been any construction on the land or buildings, additions or improvements added to the land in the past _____ years;
 - b. Affiant is not aware nor has been informed by any person that any improvement on the land including boundary walls, and fences encroach onto any easement, bordering set-back line or property which is not part of the land identified herein; (NONE unless noted):

 - c. The owner is not aware nor has been informed by any person that any improvement on neighboring land including boundary walls and fences encroach onto the land which is not part of the land identified herein; (NONE, unless noted) _____
- 6. That there has been no activity involving extraction of minerals, oil or gas, involving the surface of the Property, or subsurface of the Property, nor is Affiant aware of any intent to conduct any such activity on or under the property or any adjacent property; (NONE, unless noted)

- 7. That there are no proceedings instituted or undertaken by anyone which will result in a lien or special assessment upon the premises. There are no delinquent taxes, special assessments, water bills, sewer bills and assessments, weed cutting bills, board-up fees, tap-in fees, utility bills, or Homeowner's Association fees covering subject property; (NONE, unless noted) _____
- 8. That there have been no improvements made nor labor or materials furnished to the premises within the last 90 days; (NONE, unless noted) _____
- 9. That Affiant has no knowledge of any other matters affecting the title including but not limited to: mortgages, liens, land contracts, options or other encumbrances other than those which are being paid from the sale proceeds. (NONE, unless noted) _____

Subscribed and sworn to before me this Thirty-first day of
March, 2017.

Ashley Hayes
Notary Public: Ashley Hayes
Notary County/State: Wayne/michigan
County Acting In: Wayne
Commission Expires: June 7, 2023

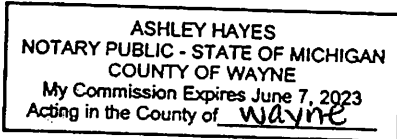
Vested Owner(s):

Spark Investment, LLC, a Michigan limited liability company

By: [Signature]

Name: Parthiv Dandnaik

Title: Member



First American Title Insurance Company

File No: 770179

OWNER'S AFFIDAVIT/ESTOPPEL CERTIFICATE/COMPLIANCE AGREEMENT-continued

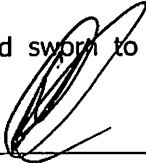
(To Be executed by the Buyer/Borrower)

The undersigned makes the representations contained herein to induce First American Title Insurance Company ("First American") to issue a policy(s) of title insurance insuring title to the land described in Commitment No. 770179 and to obtain the proceeds of the mortgage loan, if any. The undersigned agrees and covenants, if requested by First American, to fully cooperate and adjust for clerical errors in any closing documents. The undersigned further agrees that in the event it is determined there are unpaid charges which were due and payable prior to and including the date of closing, and which are the responsibility of the undersigned, that the undersigned shall pay any and all amounts so charged and shall provide proof of payment of same to First American.

The undersigned acknowledges that incident to the closing of the mortgage, if any, upon the lands, the mortgagee caused the full sum of \$0.00 the amount secured thereby, to be paid to the undersigned for the benefit of and by the direction of the undersigned. The undersigned does hereby so agree and covenant in order to assure that the loan documentation, if any, executed this date will conform in the market place in the instance of transfer, sale, or conveyance by Lender of its interest in and to said loan documentation.

The undersigned further certify that they are 18 years of age or older.

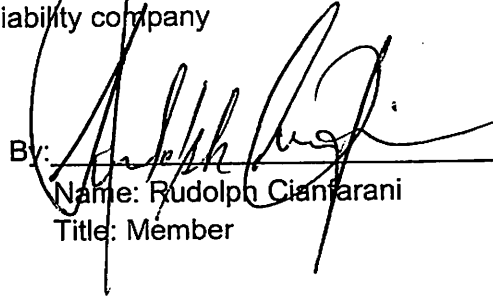
Subscribed and sworn to before me this Thirty-first day of March, 2017.



Notary Public:
Notary County/State: /
County Acting In:
Commission Expires:

Buyer(s)/Borrower(s):

Cianfarani Investments, LLC, a Michigan limited liability company



By: _____
Name: Rudolph Cianfarani
Title: Member



First American Title Insurance Company

File No: 770179

CERTIFICATION OF NON-FOREIGN STATUS
(LIMITED LIABILITY COMPANY)

File Number: 770179
Date: March 31, 2017
Property Address: 3461 Fort Street, Lincoln Park, MI 48146

Subscribed and sworn to before me this March 31, 2017.

Section 1445 of the Internal Revenue code provides that a transferee (Purchaser) of a U.S. Real Property Interest must withhold tax if the transferor (Seller) is a foreign person. For U.S. Tax purposes (including section 1445) the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee (Purchaser) that withholding of tax is not required upon the disposition of a U.S. Real Property Interest by transferor (Seller), the undersigned hereby certifies the following on behalf of transferor (Seller):

1. **Spark Investment, LLC** is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in this Internal Revenue Code and Income Tax Regulations);
2. **Spark Investment, LLC** is not a disregarded entity, as defined in Treas. Reg. §1.1445-2(b)(2)(iii);
3. **Spark Investment, LLC's** U.S. employer identification number is 30-0698629; and
4. **Spark Investment, LLC** office address is:
24300 Joy Road
Redford, MI 48239

Spark Investment, LLC understands that this certification may be disclosed to the Internal Revenue Service by transferee (Purchaser), and that any false statement contained herein could be punishable by fine, imprisonment, or both;

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of **Spark Investment, LLC**.

Seller(s):

Spark Investment, LLC, a Michigan limited liability company

By: _____

Name: Parthiv Dandnaik

Title: Member

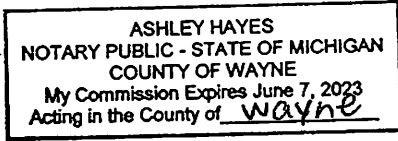


First American Title Insurance Company

File No: 770179

State of Michigan
County of Wayne

Parthiv Dandnaik, Member of Spark Investment, LLC, a Michigan limited liability company subscribed and sworn to before me this March 31, 2017.



Ashley Hayes
Notary Public: Ashley Hayes
Notary County/State: Wayne / Michigan / Michigan
County Acting In: Wayne
Commission Expires: June 7, 2023

This certification must be retained by the transferee (Purchaser), until "the end of the fifth taxable year following the taxable year in which the transfer takes place".



First American Title Insurance Company

File No: 770179



First American Title Insurance Company
 100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, MI 48304
 (248)540-4102 Fax - (866)550-1079

INFORMATION REQUEST FORM – For IRS 1099-S Reporting (Continued)

Specific Instructions (Continued)

Limited liability company (LLC) (Continued)

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 2301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Name of entity in title" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and enter "same" on the "Name of entity in title" line.

Other entities. Enter the name as shown on required federal tax documents on the "Name" line. This name should match the agreement, charter, order, or other document creating the entity.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line.

Note: Check the appropriate box for your status (Individual/Sole Proprietor, Corporation, etc.)

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see "How to get a TIN" below.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see "Limited liability company (LLC)" on page 1), enter the owner's SSN (or EIN, if you have one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See the chart below for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for a SSN, get Form SS-5, "Application for a Social Security

Card," from the local Social Security Administration office, or online at www.ssa.gov or by calling 1-800-772-1213. Use form W-7, "Application for IRS Individual Taxpayer Identification Number", to apply for an ITIN,

or Form SS-4, "Application for Employer Identification Number," to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under "Starting a Business." You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete this Information Request Form but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to us.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. Note: A TIN is required if withholding is required under FIRPTA.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to us that you are a U.S. person, or resident alien, sign this form.

For property owned by spouses as tenants in common, joint tenants, tenants by the entirety, or community property, only the spouse whose TIN is shown first on the Name line or is circled should sign.

Signature requirements: You must sign the certification.

What Name and Number to Give

For this Type of Owner:	Give Name and Social Security Number (SSN) of:
1. Individual	The individual
2. Spouses (who hold title as tenants in common, joint tenants, tenants by the entirety, or community property)	Show both spouses, with the name of the spouse whose SSN is used shown first and circled ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Disregarded entity or Sole proprietorship owned by an individual	The owner ³
For this Type of Owner:	Give Name and Employer Identification Number (EIN) of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation or LLC electing corporate status
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership or multi-member LLC
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

TAX ESCROW AGREEMENT

File Number: 770179
Date: March 31, 2017
Property Address: 3461 Fort Street, Lincoln Park, MI 48146

Deposited with First American Title Insurance Company, as Escrowee, is the sum of \$12,575.00 which is approximately one and one half (1 1/2) times the estimated 2016 Summer & Winter tax bill amount.

Such funds shall constitute the Deposit, and shall be held under the following conditions:

- 1) until purchaser/seller furnishes First American Title Insurance Company with a copy of the tax bill, at which time First American Title Insurance Company shall paid said bill and pay the balance to the purchaser/seller;
- 2) in the event First American Title Insurance Company is not furnished with the tax bill within 15 days from July 1, 2017, First American Title Insurance Company shall, at its option, obtain the bill, pay it, deduct \$50.00 for its administrative fee, and pay the balance to purchaser/seller.
- 3) in the event that the amount held is not sufficient to pay the tax bill, the balance will be paid by _____ prior to any further interest or penalties accruing.

Upon making such delivery, and performance of any other services included above, Escrowee will thereupon be released and acquitted from any further liability concerning the deposit, it being expressly understood that such liability in any event is limited by the terms and conditions set forth herein. Escrowee shall incur no liability resulting from the failure of any financial institution used by it as an escrow depository. Escrowee shall not be responsible to pay any interest on the escrowed funds unless directions to invest are accepted in writing by Escrowee.

In the event of an interpleader action or other litigation affecting its duties relating to this deposit, Seller and Purchaser jointly and severally agree to reimburse Escrowee for any reasonable expense incurred, including attorney fees.

Any change in the terms or conditions hereof may be made in writing signed by all parties or their duly authorized representatives.

Seller(s):

Spark Investment, LLC, a Michigan limited liability company

By: _____

Name: Parthiv Dandnaik
Title: Member

Purchaser(s):

Cianfarani Investments, LLC, a Michigan limited liability company

By: _____

Name: Rudolph Cianfarani
Title: Member



First American Title Insurance Company

100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, Michigan 48304
1079

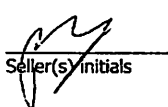
Phone: (248)540-4102 Fax: (866)550-

WATER AND/OR SEWER ESCROW AGREEMENT

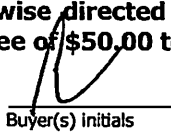
File Number: 770179
Date: March 31, 2017
Property Address: 3461 Fort Street, Lincoln Park, MI 48146

Deposited with **First American Title Insurance Company**, as Escrowee, is the sum of **\$300.00**, representing an amount estimated by the Seller and the Purchaser to be sufficient to pay the outstanding water/sewer bill (which represents water/sewer usage by the Seller through the date of **closing** on the referenced property), which deposited sum shall be held by Escrowee, under the following terms and conditions:

1. upon receipt by Escrowee of a copy of the paid final water/sewer bill, the Escrowee, shall disburse the escrowed funds to the **Seller**, or;
2. unless Escrowee receives a copy of the paid final water/sewer bill on or before **90 days from the date of closing** or **unless otherwise directed by both parties the funds will be forwarded to the Purchaser, less an administrative fee of \$50.00 to be deducted from the deposited sum at the time of disbursement** and;



Seller(s) initials



Buyer(s) initials

3. in the event of any dispute regarding this escrow, Escrowee may, at its option, continue to hold such funds until joint written instructions directing disbursement of the escrowed funds are furnished to Escrowee by Seller and Purchaser, or it may initiate an interpleader action in a court of competent jurisdiction and submit the deposit for determination by the court of the proper disposition. Upon submission of the deposit of such court this escrow shall terminate and the Escrowee shall be relieved of any further liability hereunder.

Upon making such delivery, and performance of any other services included above, Escrowee will thereupon be released and acquitted from any further liability concerning the deposit, it being expressly understood that such liability in any event is limited by the terms and conditions set forth herein.

By acceptance of this deposit, Escrowee is in no way guaranteeing the sufficiency of the deposit or assuming any responsibility for the collection and payment of amounts that may be owed by either seller or purchaser in relation to the water/sewer bill for which this escrow has been established. Escrowee shall not be responsible for calculating the amount to be held in escrow. If, upon receipt of a final water/sewer bill or information based on the final meter reading, the escrowed funds are insufficient to pay the entire amount owed, the sellers do hereby agree to pay whatever sum is required to pay the bill in full. In no event shall Escrowee be responsible for collection or payment of any amounts due which exceed the deposit held. Seller and Purchaser hereby acknowledges that it is their responsibility to provide a copy of the paid final water/sewer bill to Escrowee. Escrowee shall not be responsible to pay any interest on the escrowed funds.

In the event of an interpleader action or other litigation affecting its duties relating to this deposit, Seller and Purchaser jointly and severally agree to reimburse Escrowee for any responsible expenses incurred, including attorney fees. Any change in the terms or conditions hereof may be made only in writing signed by all parties or their duly authorized representatives.



First American Title Insurance Company

EC APP-016 (Rev 8/97)

Seller(s):

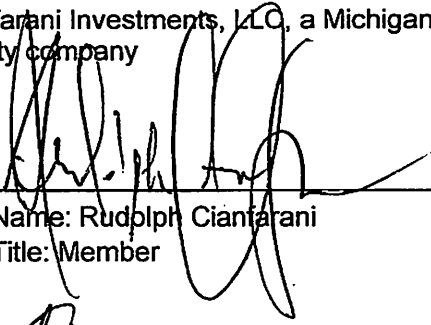
Spark Investment, LLC, a Michigan limited liability company

By: 

Name: Parthiv Dandnaik
Title: Member


Purchaser(s):

Cianfarani Investments, LLC, a Michigan limited liability company

By: 

Name: Rudolph Cianfarani
Title: Member

First American Title Insurance Company

By: 
Authorized Signature

Forwarding Address:

24300 Joy Road
Redford, MI 48239



First American Title Insurance Company

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). **The Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.** The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 3461 Fort Street, Lincoln Park, MI 48146		2. County Wayne		3. Date of Transfer (or land contract signed) March 31, 2017	
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village City of Lincoln Park				5. Purchase Price of Real Estate 87,500.00	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 45-012-08-1797-001				6. Seller's (Transferor) Name Spark Investment, LLC	
				8. Buyer's (Transferee) Name and Mailing Address Cianfarani Investments, LLC 2621 2nd Street, Wyandotte, MI 48192	
				9. Buyer's (Transferee) Telephone Number	

Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. Transfers include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in a business. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____					
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		12. Is the transfer between related persons? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		13. Amount of Down Payment	
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No			15. Amount Financed (Borrowed)		

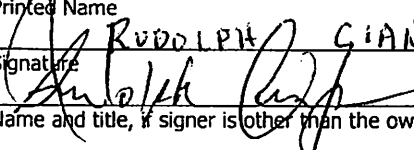
EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- Transfer from one spouse to the other spouse
- Change in ownership solely to exclude or include a spouse
- Transfer between certain family members *(see page 2)
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- Transfer to effect the foreclosure or forfeiture of real property
- Transfer by redemption from a tax sale
- Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- Transfer resulting from a court order unless the order specifies a monetary payment
- Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- Transfer to establish or release a security interest (collateral)
- Transfer of real estate through normal public trading of stocks
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements)
- Other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name RUDOLPH CIANFARANI		
Signature 		Date 03/31/2017
Name and title, if signer is other than the owner	Daytime Phone Number	E-mail Address

Instructions:

This form must be filed when there is a transfer of real property or one of the following types of personal property:

- Buildings on leased land.
- Leasehold improvements as defined in MCL Section 211.8 (h).
- Leasehold estates as defined in MCL Section 211.8 (i) and (j).

Transfer of ownership means the conveyance of title to or a present interest in property, including the beneficial use of the property. For complete descriptions for qualifying transfers, please refer to MCL Section 211.27a(6)(a-j).

Excerpts from Michigan Compiled Laws (MCL), Chapter 211

***Section 211.27a(7)(t):** Beginning December 31, 2014, a transfer of residential real property if the transferee is the transferor's or the transferor's spouse mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson, or granddaughter and the residential real property is not used for any commercial purpose following the conveyance. Upon request by the department of treasury or the assessor, the transferee shall furnish proof within 30 days that the transferee meets the requirements of this subparagraph. If a transferee fails to comply with a request by the department or treasury or assessor under this subparagraph, the transferee is subject to a fine of \$200.00.

Section 211.27a(10): "...The buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission that states the parties of the transfer, the date of the transfer, the actual consideration for the transfer, and the property's parcel identification number or legal description."

Section 211.27(5): "Except as otherwise provided in Subsection (6), the purchase price paid in a transfer of property is not the presumptive true cash value of the property transferred. In determining the true cash value of transferred property, an assessing officer shall assess that property using the same valuation method used to value all other property using the same valuation method used to value all other property of that same classification in the assessing jurisdiction."

Penalties:

Section 211.27b(1): "If the buyer, grantee, or other transferee in the immediately preceding transfer of ownership of property does not notify the appropriate assessing office as required by section 27a(10), the property's taxable value shall be adjusted under section 27a(3) and all of the following shall be levied:

(a) Any additional taxes that would have been levied if the transfer of ownership had been recorded as required under this act from the date of transfer.

(b) Interest and penalty from the date the tax would have been originally levied.

(c) For property classified under section 34c as either industrial real property or commercial real property, a penalty in the following amount:

(i) Except as otherwise provided in subparagraph (ii), if the sale price of the property transferred is \$100,000,000.00 or less, \$20.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$1,000.00.

(ii) If the sale price of the property transferred is more than \$100,000,000.00, \$20,000.00 after the 45 days have elapsed.

(d) For real property other than real property classified under section 34c as industrial real property or commercial real property, a penalty of \$5.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$200.00.

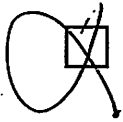
PROPERTY TRANSFER AFFIDAVIT ACKNOWLEDGMENT

File Number: 770179
Date: March 31, 2017
Reference: Cianfarani Investments, LLC / Spark Investment, LLC
Property Address: 3461 Fort Street, Lincoln Park, MI 48146

I/We, the undersigned Purchaser, Grantee or Transferee, have been advised that under Act 415, P.A. of 1994, Form L-4260 2766 (Rev. 01/09) **Property Transfer Affidavit** must be completed and received by the local assessor within **45 days** of the date of transfer.

I/We further understand that the failure to file is **punishable by penalty**, if the sale price of the property transferred is \$100,000,000.00 or less, \$20.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$1,000.00. (ii) If the sale price of the property transferred is more than \$100,000,000.00, \$20,000.00 after the 45 days have elapsed. (d) For real property other than real property classified under section 34c as industrial real property or commercial real property, a penalty of \$5.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$200.00.

I/We have received from First American Title Insurance Company on **March 31, 2017**, a **Property Transfer Affidavit**, Form L-4260 2766 (Rev. 01/09), and accept responsibility for filing this form with our city/township assessor. I/We agree to hold **First American Title Insurance Company** harmless from any further liability and/or responsibility regarding this form.



I/We have requested that First American Title Insurance Company distribute this form by regular mail to the city/township assessor, and hold the title company harmless from any further liability and/or responsibility regarding this form.



That the Buyer(s) are unable to complete the Property Transfer Affidavit at this time and will undertake to distribute the form themselves; or have chosen to distribute the form themselves to the local tax collecting unit.

Purchaser(s):

Cianfarani Investments, LLC, a Michigan limited liability company

By: _____

Name: Rudolph Cianfarani

Title: Member



First American Title Insurance Company



First American

Commitment for Title Insurance

ISSUED BY

Schedule A

First American Title Insurance Company

100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, MI, 48304
(248)540-4102, (866)550-1079, mi.bloomfield@firstam.com

File No. 770179
Patty Meadows
Date Printed: February 17, 2017

Address Reference: 3461 Fort Street, Lincoln Park, MI 48146

Policy 3/31/17
1. Commitment Date: ~~January 06, 2017 @ 8:00 am~~

2. Policy (or Policies) to be issued: Policy Amount
a. ALTA Owner's Policy of Title Insurance (6-17-06) \$87,500.00

~~Proposed Insured: Rudolph Cianfarani, on behalf of an Entity To Be Formed~~ *Cianfarani Investments, LLC, a Michigan limited liability company, as to*

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

Spark Investment, LLC, a Michigan limited liability company

a vendee interest

4. The land referred to in this Commitment is described as follows:

See SCHEDULE C attached hereto.

By: Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)



First American

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, MI, 48304

Schedule BI

File No.: 770179

REQUIREMENTS

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.
4. Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:
5. If the Company has been requested to limit the exception for rights of tenants to rights of tenant, as tenants only, the exception will be limited as requested upon submission and review of copies of leases to confirm there are no rights of first refusal or options to purchase contained in any lease or upon submission of such other evidence satisfactory to the company that there are no rights of first refusal or options to purchase in favor of any tenant.
6. Submit a copy of the operating agreement of Spark Investment LLC, a Michigan limited liability company. Further requirements may be made upon review of the operating agreement.
7. Provide satisfactory evidence of the authority of the person or persons authorized to execute the Land Contract on behalf of Spark Investment LLC, a Michigan limited liability company.
8. Land Contract thereof between Spark Investment, LLC, a Michigan limited liability company, as Vendor(s), and Rudolph Cianfarani, on behalf of an Entity To Be Formed, as Vendee(s). If a Memorandum of Land Contract only will be recorded a copy of the fully executed Land Contract must be submitted to First American Title Insurance Company.
9. The application does not disclose the nature of the entity which will be acquiring title to the land. Satisfactory evidence as to the existence of the entity to be insured must be submitted to First American Title Insurance Company or the policy to be issued will include the following exception: The consequences of the failure of the named insured to be a properly formed legal entity which is capable of holding title to real estate.
10. Application has been made for the issuance of Owner's policy without standard exceptions. Such policy will be issued upon receipt of the following:
 - a) A fully executed Owner's affidavit which evidences there has been no work completed on the property within the last 90 days or, if work has been completed, a final sworn statement satisfactory to First American Title Insurance Company. Full unconditional waivers of lien must accompany such affidavit; and
 - b) An ALTA/NSPS survey or other survey satisfactory to First American Title Insurance Company. Additional exceptions will be made for any easements, encroachments or other matters which may be disclosed by the survey.
11. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.

12. Pay unpaid taxes and assessments unless shown as paid.

13. All Taxes paid to and including 2015

2016 Summer DUE in the amount of \$6,340.30

2016 Winter DUE in the amount of \$1,583.35, includes \$38.33 for Street Lighting and \$0.23 for Ecourse Maint

Tax Item No. 45-012-08-1797-001

Property Address: 3461 Fort Street, Lincoln Park, MI 48146

NOTE: On the above tax amount(s), there may also be due an amount for interest, penalty and collection fee.

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.



First American

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, MI ,48304

Schedule BII

File No.: 770179

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Fee Simple interest of Spark Investment, LLC, a Michigan limited liability company.
7. Terms, Covenants, Conditions and Provisions of a Land Contract made by and between Spark Investment, LLC, a Michigan limited liability company, as vendor(s), and Rudolph Cianfarani, on behalf of an Entity To Be Formed, as vendee(s), as disclosed by Land Contract dated _____, recorded _____, in _____.
8. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 2561, page 496; Liber 2583, page 102; Liber 2958, page 199; 3376, page 78.
9. Plat as recorded in Liber 41 of Plats Page 88 Wayne County Records.
10. ~~Rights of tenants, if any, under any unrecorded leases.~~
11. Lien for outstanding water or sewer charges, if any.



First American

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule C

File No.: 770179

The land referred to in this Commitment, situated in the County of Wayne, City of Lincoln Park, State of Michigan, is described as follows:

Lots 1797 through 1801, inclusive, except that part taken for road purposes, EMMON'S ORCHARD SUBDIVISION NO. 2, according to the recorded plat thereof, as recorded in Liber 41 of Plats, Page 88, Wayne County Records.



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Case No. PPC17-0005

Date Submitted 10/13/17

**City of Lincoln Park
APPLICATION FOR SPECIAL USE APPROVAL**

NOTICE TO APPLICANT: Applications for Special Use review by the Planning Commission must be submitted to the City *in substantially complete form* at least thirty (30) days prior to the Planning Commission's meeting at which the proposal will be considered. The application must be accompanied by six (6) individual folded copies of the site plan, plus the required review fees. Regular meetings of the Planning Commission are held on the second Wednesday of each month at 7:00 p.m. All meetings are held at the Lincoln Park City Hall, 1355 Southfield Road, Lincoln Park, Michigan 48146. Phone number (313) 386-1800; Fax (313) 386-2205.

Special Uses shall comply with the standards in Section 1262.08 of the Zoning Ordinance. Accordingly, a public hearing shall be held by the Planning Commission before a decision is made on any Special Use request. Furthermore, a site plan shall be required, which shall be prepared in accordance with Section 1294.01 of the Ordinance.

RECEIVED

TO BE COMPLETED BY APPLICANT:

I (we) the undersigned do hereby respectfully request Special Use Review and provide the following information to assist in the review: **OCT 13 2017**

Applicant: Lincoln Park - **CITY OF LINCOLN PARK BUILDING DEPARTMENT**

Mailing Address: 3461 FORT ST.
Lincoln Park, MI 48146

Email Address: Hupinski.LincolnPark@pako.com

Telephone: 313-333-2770 Fax: _____

Property Owner(s) (if different from Applicant): Rudy Cionfaroni

Mailing Address: 3461 FORT ST.
Lincoln Park, MI 48146

Telephone: 313-333-2770 Fax: _____

Applicant's Legal Interest in Property: To open a coffee shop

Location of Property: Street Address: 3461 FORT ST.

Nearest Cross Streets: Liberty + Buckingham

Sidwell Number: _____

Property 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.

Property Size (Square Ft): 525 approx. (Acres): _____

Present Use of Property: VACANT BANK

Proposed Use of Property: DRIVE THRU COFFEE SHOP

Existing Zoning (please check):

- | | |
|--|--|
| <input type="checkbox"/> SFRD Single Family Residential District | <input type="checkbox"/> RBD Regional Business District |
| <input type="checkbox"/> MFRD Multiple Family Residential District | <input type="checkbox"/> CBD Central Business District |
| <input type="checkbox"/> MHRD Mobile Home Park District | <input type="checkbox"/> GID General Industrial District |
| <input checked="" type="checkbox"/> NBD Neighborhood Business District | <input type="checkbox"/> LID Light Industrial District |
| <input type="checkbox"/> MBD Municipal Business District | <input type="checkbox"/> CSD Community Service District |
| <input type="checkbox"/> PUD Planned Unit Development District | |

Please Complete the Following Chart:

Type of Development	Number of Units	Gross Floor Area	Number of Employees on Largest Shift
Detached Single Family	8		
Attached Residential	8		
Office	0		
Commercial	1	451 sq Ft.	3
Industrial	0		
Other	0		

ATTACH THE FOLLOWING:

- Six (6) individually folded copies of the site plan, sealed by a registered architect, engineer, landscape architect or community planner.
- Proof of property ownership.
- A brief written description of the proposed use.

PLEASE NOTE: The applicant or a designated representative **MUST BE PRESENT** at all scheduled review meetings or the site plan may be tabled due to lack of representation.

APPLICANT'S ENDORSEMENT:

All information contained herein is true and accurate to the best of my knowledge. I acknowledge that the Planning Commission will not review my application unless all information required in this application and the Zoning Ordinance have been submitted. I further acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing, or approval of this application.

	10-13-17
Signature of Applicant	Date
	
Signature of Applicant	Date
	10-13-17
Signature of Property Owner Authorizing this Application	Date

To be completed by City:

Date Submitted: 10/13/17 Fee Paid: \$600 - Special Use
 Received By:  Date of Public Hearing: _____

PLANNING COMMISSION ACTION (RECOMMENDATION)

To Approve: _____ To Deny: _____ Date of Action: _____
 Reasons for Action Taken: _____

CITY COUNCIL ACTION

Approved: _____ Denied: _____ Date of Action: _____
 Reasons for Action Taken: _____