



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

April 11, 2018 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**
- VII. New Business**
 - A. Conceptual Review – 3563 Fort St (Tire Mall)
- 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

3563 Fort St – Tire Mall Site Plan Review

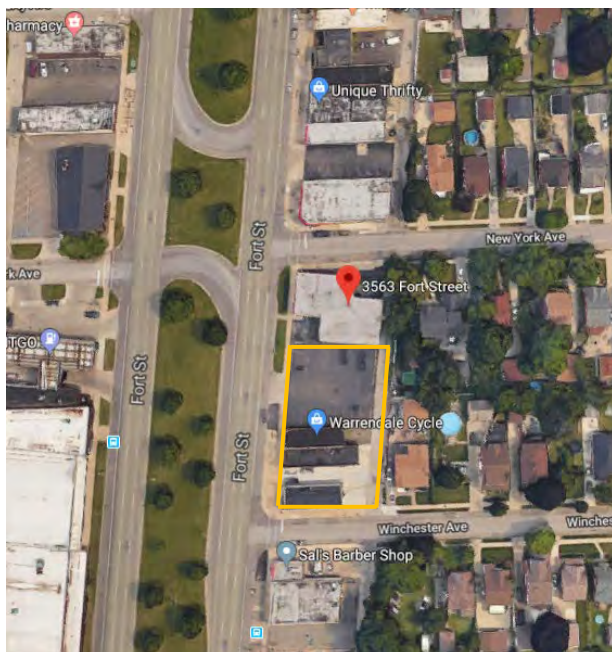
Applicant	Fernando Lopez
Project	Tire Mall
Address	3563 Fort Street, Lincoln Park, MI 48146
Date	April 11, 2018
Request	Conceptual Site Plan Review
Recommendation	None, Advisory Only

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

Figure 1: Aerial View



The applicant proposes a new tire mall business. The property would be used as a tire and auto repair shop that works on brakes, suspension, alignments, sales, and service, which fits within the definition of an Automotive Repair Station in the Lincoln Park Zoning Code. Paint, roof repair, a new sign, and new bay doors to the property are proposed.

Site conditions

The site is on the corner of heavily-transited Fort Street and New York Avenue, also adjacent to a residential zone. The property is serviced by a sidewalk on both streets. The site is 3,768 square feet; the building is on the north end of the lot and has a private parking lot on the south side of the lot.

Master Plan

Future Land Use Classification

The Future Land Use Map from the 2007 Comprehensive Plan shows this property is in the General Commercial Zone. The description of this zone says that “this land use category is the appropriate location for automobile-oriented uses, including drive-through restaurants, gas stations (with or without convenience stores), minor auto repair shops, and car washes” to draw in customers from outside of the City. As an automobile-oriented use, this proposal fits within the Master Plan.

Intent; Desirable Uses and Elements

Uses in the Municipal Business District (MBD) are “intended to provide businesses and services usually found in major business areas along major streets or regional thoroughfares or near freeway access ramps. These uses generate large volumes of vehicular traffic, require substantial access for off-street parking and loading and require detailed planning, particularly as to relationships with adjacent residential areas. The intended potential customer base for these uses is the entire Municipality, and not just the immediate residential neighborhoods.” Automobile service stations are permitted after Special Land Use approval in the MBD, subject to the additional standards in Section 1294.14, Automotive Service Stations, and Public Garages.

Land Use and Zoning

Zoning

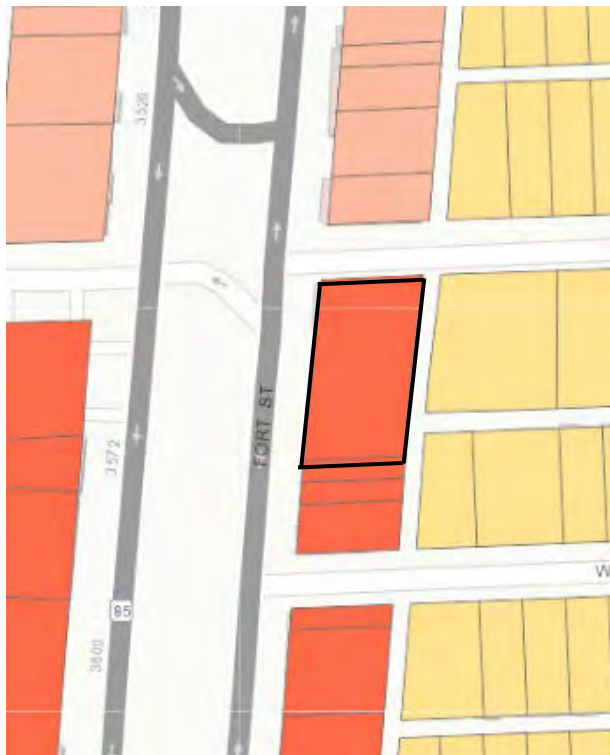


Figure 3: Zoning Map

The site is zoned Municipal Business District. Automotive

Proposed and Existing Uses

Site	Tire Mall, Municipal Business District
North	Commercial, Neighborhood Business District
East	Residential, Single-Family Residential
South	Commercial, Municipal Business District
West	Commercial, Municipal Business District

Dimensional Standards

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

	Required	Provided	Compliance
Lot Width	40 ft	60 ft	Met
Street Frontage (§1294.09)	Shrubbery and low retaining walls 2 ½' < height < 8'	Not provided	Unknown
Lot Area	4,000 sq ft	~15,345 sq ft	Met
Lot Coverage	50%	4,762/15,345= 31%	Met
Height	2 stories; 25 ft	1 story	Met
Setback – Front	0 ft	0 ft.	Met
Setback – Sides	0 ft	120 ft south/ 0 ft north	Met
Setback – Rear	0 ft	0 ft	Met


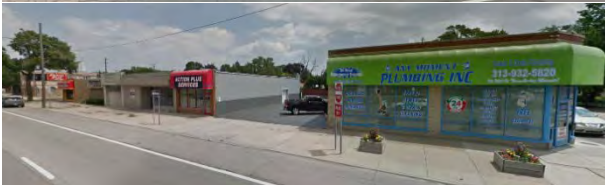
Items to be addressed

- Applicant to provide type of shrub and height, if applicable

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' 	Met

Required	Compliance
<ul style="list-style-type: none"> Architectural variety Similar materials and entrances to buildings within 500' <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  <p>Looking south</p> </div> <div style="text-align: center;">  <p>Looking north</p> </div> </div>	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) Percentages not provided 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) Not provided 	Unknown
<ul style="list-style-type: none"> Façade: <100' uninterrupted 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 	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 Not provided Size, shape, orientation, spacing to match buildings within 500' 	Unknown
<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) Not provided 	Unknown
<ul style="list-style-type: none"> Pitched / shingled roof forms suggested; overhanging eaves with slope of 0.5 to 1 Rooflines >100' = roof forms, parapets, cornice lines Roof-top mechanical equipment screened by roof form. Not provided 	Unknown

Items to be addressed

- Applicant to provide percentage of materials used
- Applicant to provide screening detail if mechanical equipment will be located on the roof
- Applicant to provide details drawn to scale about building features

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 property is serviced by sidewalks along New York Avenue and Fort Street. A crosswalk connects the property to the following block north of the site along Fort Street. There is only one access point to the site on Fort Street, which reduces the instances where pedestrians would come into contact with drivers. There are no bicycle lanes on either street. The site plan proposes a 5’ concrete walk from the grass median (between Fort Street and the sidewalk) to the front door.

Items to be addressed

- Sidewalks shall be brought up to City standards where cracked or deteriorated

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
Automotive repair center	One (1) for each employee number of employees not provided One (1) for the owner and/or manager number not provided Two (2) for each service bay Total	=1 =2 =8 Total = 11	Unknown

	Required	Proposed	Compliance
Parking Area Type B §1290.05	Adequate means of ingress and egress shall be provided and shown		Met
	Parking facilities, access drives, and maneuvering aisles shall be hard surfaced with concrete or plant-mixed bituminous material, maintained in a usable dustproof condition and graded and drained appropriately	Asphalt pavement	Met
	Concrete curbs and gutters	Not provided	Not met
	When adjoining residential property and/or a residential street or alley: 6' solid masonry wall, ornamental on both sides, with bumper guards	Not provided	Not met
	All street boundaries of such parking facilities, where residential property is located on the opposite side of the street, shall be treated the same as set forth in Section 1290.04, Off-Street Parking A Areas; Residential Districts Adjoining Business or Industrial Districts.		Not applicable
	Entrance only from the adjoining principal use or adjoining alley; no use of street for backing or maneuvering		Met
	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 three (3) 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.	It appears that parking spaces #9 and #10 abut a public sidewalk	Not met

Items to be addressed

- Applicant to provide details on masonry wall
- Applicant to provide evidence of concrete curbs and gutters
- Where parking spaces abut the sidewalk, applicant to provide 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 three (3) feet in concrete

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
Not determined but between 1 to 25 spaces	1	1	Met

Items to be addressed

None

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
4,762 sq ft	1	0	Not met

Items to be addressed

- Applicant to provide 10' X 50' loading space

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.

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 <p>Not provided</p> <ul style="list-style-type: none"> • 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>Single two-way driveway that is 30' in width</p>	<p>Met</p>

Required	Provided	Compliance
<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 	The property does not have a shared access parking lot.	Not applicable
<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. Not provided 	No landscaping plan has been provided	Unknown
<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 		Not applicable
<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) 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 	Speed limit is 45mph=230 ft spacing between driveways	Met

Items to be addressed

- Applicant to provide radii for ingress and egress curbs
- If landscaping is proposed for the unobstructed view area, it must comply

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 Police Department will review the site plan.

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	On the east side of the property there is a 12' greenbelt, but not on any other side of the property	Unknown
	1 tree and 4 shrubs per 40' of street frontage 103' total = 2 trees and 8 shrubs	Not provided	Unknown
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge	It appears that parking spaces #9 and #10 abut a public sidewalk	Unknown
Interior Landscaping	10% of total lot area landscaped, including groundcover (15,345 sf *0.1) = 1,534 sf landscaping	Not provided	Unknown
	Interior landscaping to be grouped near entrances, foundations, walkways, service areas	Not provided	Unknown
	1 tree per 400 sf of required landscaping and 1 shrub per 250 sf of required landscaping 1,534 sf = 4 trees and 6 shrubs	Not provided	Unknown
Parking Lot	1 deciduous or ornamental tree per 10 parking spaces 1 tree	Not provided	Unknown

	Required	Proposed	Compliance
	100 sf of planting area per tree	Not provided	Unknown
Screening	Waste receptacle: Decorative masonry wall of at least 6' with solid or impervious gate	The existing dumpster enclosure is shown on the map, but no detail has been provided	Unknown
	Abutting residential: greenbelt, 15' with 5' evergreens (PC may waive); solid 6' masonry wall ornamental on both sides	No rear greenbelt or masonry wall provided.	Unknown

Items to be addressed

- Applicant to submit a separate Landscape Plan that follows the requirements in Section 1296.03

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 soil erosion control measures and permits as 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 plan did not address if existing utilities will be used.

Items to be addressed

- Applicant to submit a utility plan.

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 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.

§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.

Applicant did not address if the existing lighting will be used.

Items to be addressed

- Applicant to provide type, location, and arrangement of lighting on site.

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.

The proposed use may create noise levels that are disruptive to the adjacent residential zones. Please use the table below as the noise standard for your business.

Octave Band (cycles per second) (H2)	<u>Day</u>	<u>Night</u>
00 to 74	76	70

75 to 149	70	62
150 to 299	64	56
300 to 599	57	49
600 to 1,199	51	44
1,200 to 2,399	45	39
2,400 to 4,799	38	33
4,800 and above	36	31

Items to be addressed

- If possible, applicant to estimate the maximum decibels emitted from the property*
-

MECHANICAL EQUIPMENT

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

There is no Equipment Plan that specifically calls out mechanical equipment or how it will be screened.

Items to be addressed

- Applicant to provide details on mechanical equipment mounted to the roof and how it will be screened, if applicable*
-

SIGNS

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

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.

1296.01 Site Plan Review

Site plan approval criteria

S. 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.**

1296.01 Information concerning utilities, drainage, and related issues

H. Listing of types and quantities of hazardous substances and polluting materials which will be used or stored on-site at the facility in quantities greater than twenty-five gallons per month.

I. Areas to be used for the storage, use, loading/unloading, recycling, or disposal of hazardous substances and polluting materials, including interior and exterior area.

Items to be addressed

- Applicant to provide documenting showing compliance with state and federal requirements for hazardous materials.

SITE DESIGN STANDARDS FOR USES PERMITTED AFTER SPECIAL APPROVAL

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

1294.14: Automotive Service Stations, Repair Centers, and Public Garages

Note: This report does not contain a detailed analysis of compliance with this section because of the layout of the site, and therefore the measurements, are subject to change with the inclusion of all required features on the site. For the purposes of this conceptual review, only the most salient feature has been considered.

(c) Setbacks. An automotive service station or repair center building housing an office and/or facilities for servicing, greasing and/or washing motor vehicles shall be located not less than forty (40) feet from any street lot line and not less than fifteen (15) feet from any side or rear lot line directly adjoining a residentially zoned district. In cases where the side or rear line abuts an open public alley, the structure may be constructed on such property line.

No automotive fueling station, service station or repair center shall be permitted within a five thousand (5,000) foot radius of an existing automotive fueling station, service station or repair center. Measurement of the five thousand (5,000) foot radius shall be made from the outermost boundaries of the lot or parcel upon which the proposed automotive fueling station, service station or repair center will be situated.

The site was previously a non-conforming service station which is within 5,000 feet of another existing automotive fueling station, service station, or repair center.

(n) Waiver or Modification of Standards for Special Situations. In cases where an applicant is proposing to open a new automotive service station or repair center on a site that was previously a non-conforming

service station, the Planning Commission may reduce or waive the minimum area, frontage, or setback standards, provided they determine that no good purpose would be served by upholding the minimum standards. In making such a determination to reduce or waive the requirements for the minimum area, frontage, or setbacks, the following may be considered:

- (1) Extent that the proposed site can effectively accommodate and control the problems of noise, odor, light, fumes, vibration, dust, danger of fire and explosion, and traffic congestion associated with automatic service stations and repair centers.
- (2) Extent that the proposed site can operate as an automotive service station or repair center without negatively impacting traffic safety or adjacent uses.
- (3) Existing and proposed building placement.
- (4) On-site traffic circulation.
- (5) Proximity to residential uses.
- (6) Visual impacts.

Waiver of the 5,000 foot setback requirement is at the discretion of the Planning Commission. Applicant shall provide all information necessary to make this decision based on the criteria above.

Items to be addressed

- The site was previously a non-conforming service station which is within 5,000 feet of another existing automotive fueling station, service station, or repair center. Waiver of the 5,000 foot setback requirement is at the discretion of the Planning Commission.*
- Applicant shall provide all information necessary to make this decision based on the criteria above. Performance standards can be found in Section 1294.31 of the Lincoln Park Zoning Code.*

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.

Other relevant agencies will review the site plan to determine the need for further revisions, permits, or necessary standards.

Items to be addressed

None

VARIANCES

No variances requested at this time.

Items to be addressed

None

RECOMMENDATIONS

Conditions and Waivers

- Applicant to provide percentage of materials used*
- Applicant to provide details drawn to scale about building features*
- Sidewalks shall be brought up to City standards where cracked or deteriorated*
- Applicant to provide details on masonry wall*
- Applicant to provide evidence of concrete curbs and gutters*
- Applicant to provide 10' X 50' loading space*
- Applicant to provide radii for ingress and egress curbs*
- Applicant to submit a separate Landscape Plan that follows the requirements in Section 1296.03*
- Applicant to comply with soil erosion control measures and permits as issued by Wayne County*
- Applicant to submit a utility plan*
- Applicant to work with City Engineer to review stormwater system to determine the appropriate permitting process*
- Applicant to provide type, location, and arrangement of lighting on site.*
- If possible, applicant to estimate the maximum decibels emitted from the property*
- Applicant to provide details on mechanical equipment mounted to the roof and how it will be screened, if applicable*
- Applicant to submit a sign plan to the City of Lincoln Park Building Department and secure all required sign permits*
- Applicant to provide documenting showing compliance with state and federal requirements for hazardous materials.*
- The site was previously a non-conforming service station which is within 5,000 feet of another existing automotive fueling station, service station, or repair center. Waiver of the 5,000 foot setback requirement is at the discretion of the Planning Commission.*
- Applicant shall provide all information necessary to make this decision based on the criteria above. Performance standards can be found in Section 1294.31 of the Lincoln Park Zoning Code.*

SITE DATA :

GOVERNING CODE: MICHIGAN BUILDING CODE 2015 AND CITY OF LINCOLN PARK ZONING ORDINANCE
 USE GROUP: S: STORAGE
 PROPOSED BUILDING USE: TIRE SHOP

AREA OF PROPERTY = 15078 sq. ft. = 0.34 ACRES
 EXISTING BUILDING AREA (GROUND COVERS) = 3786 sq. ft.
 AREA USAGE: 3786/15078 = 0.25 = 25% < 50%, MAX. ALLOWED

1- ZONING:

MBD MUNICIPAL BUSINESS DISTRICT

2- BUILDING HEIGHT:

MAXIMUM = 25'
 EXISTING = 20'-0"

3- LOT COVERAGE:

MAXIMUM = 50% EXISTING = 25%

4- SETBACK REQUIREMENTS:

FRONT: REQUIRED: NONE EXISTING = 0'
 SIDE: REQUIRED: NONE EXISTING: 3' / 75'
 REAR: REQUIRED: NONE EXISTING: 0'

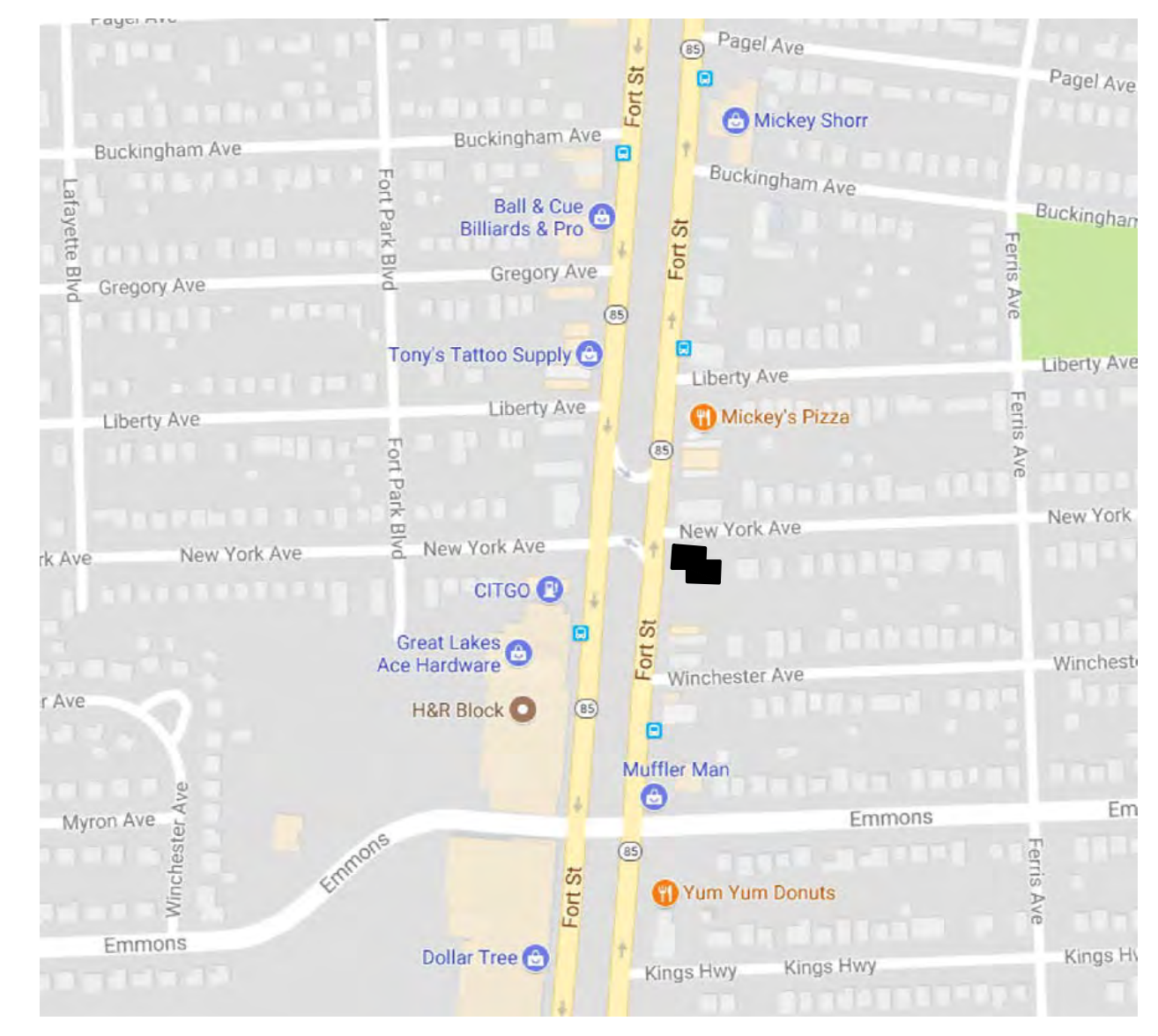
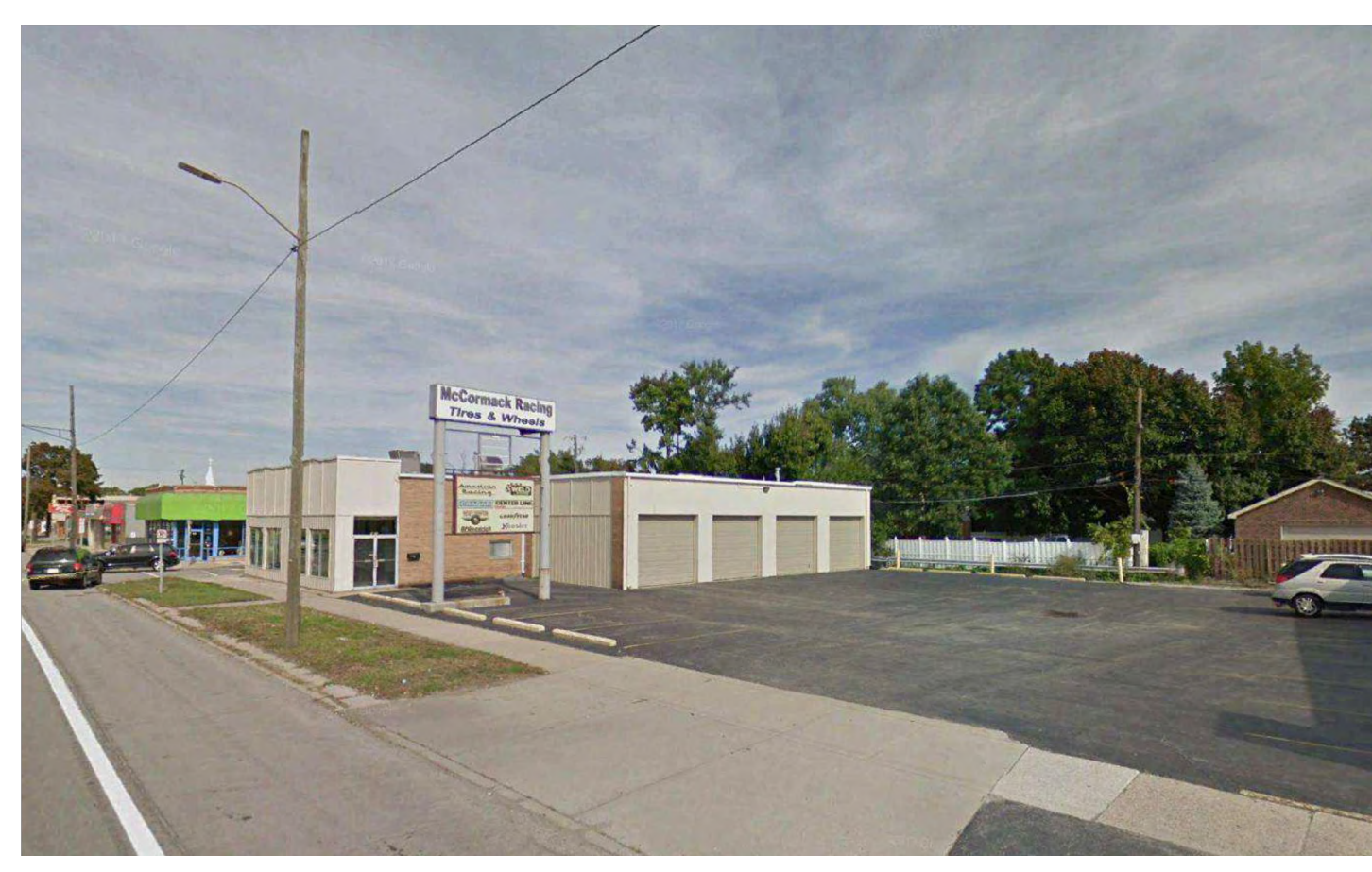
5- PARKING REQUIREMENTS

2 SPACES PER SERVICE STALL PLUS 1 SPACE PER EACH EMPLOYEE, AND ONE SPACE FOR ,MANAGER/ OWNER
 4 SERVICE STALL AVAILABLE NEEDS 4X2= 2 SPACES PLUS 2 SPACE PER EMPLOYEE, AND 1 FOR OWNER
 8 + 1 + 2 = 11 SPACES REQUIRED
 11 SPACES EXISTING INCLUDING 1 HANDICAPPED

6- LEGAL DESCRIPTION

KC1951A TO 1956A 2048A KD675A LOTS 1951 TO 1956 EXC THE WLY 17.11 FT THEREOF ALSO LOT 2048 EXC THE WLY 17.11 FT THEREOF OF EMMONS ORCHARD SUBDN NO 2 L 41 P88 ALSO LOTS 675 AND 676 EXC THE WLY 17.11 THEREOF OF EMMONS ORCHARD SUBDN NO 1 L41 P81 EMMONS ORCHARD SUB NO. 2 PC 48 L41 P88 WCR

PROPOSED TIRE SHOP
 3563 FORT ST, LINCOLN PARK MI



LOCATION MAP
 SCALE: N.T.S.

PROJECT:
 TIRE SHOP

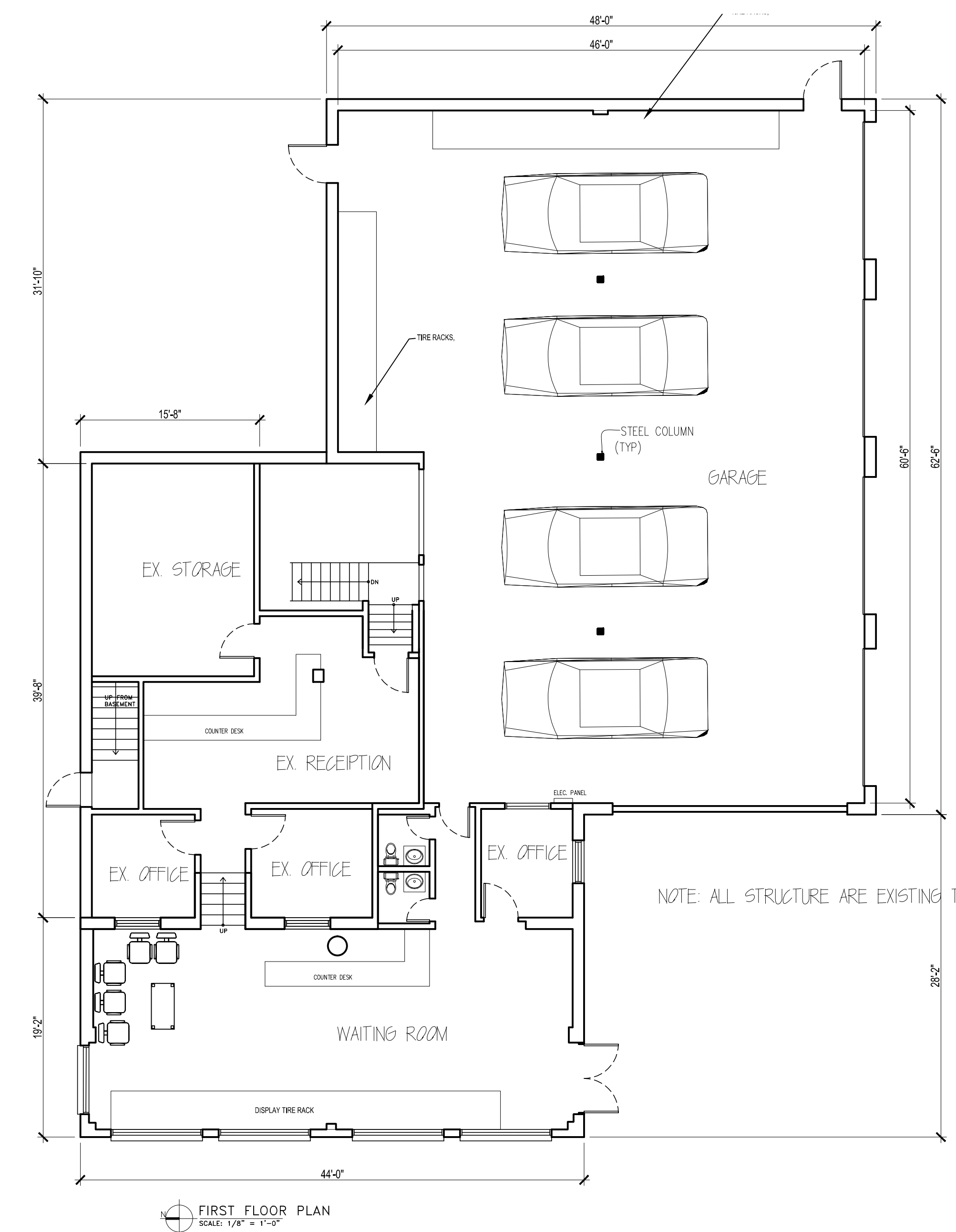
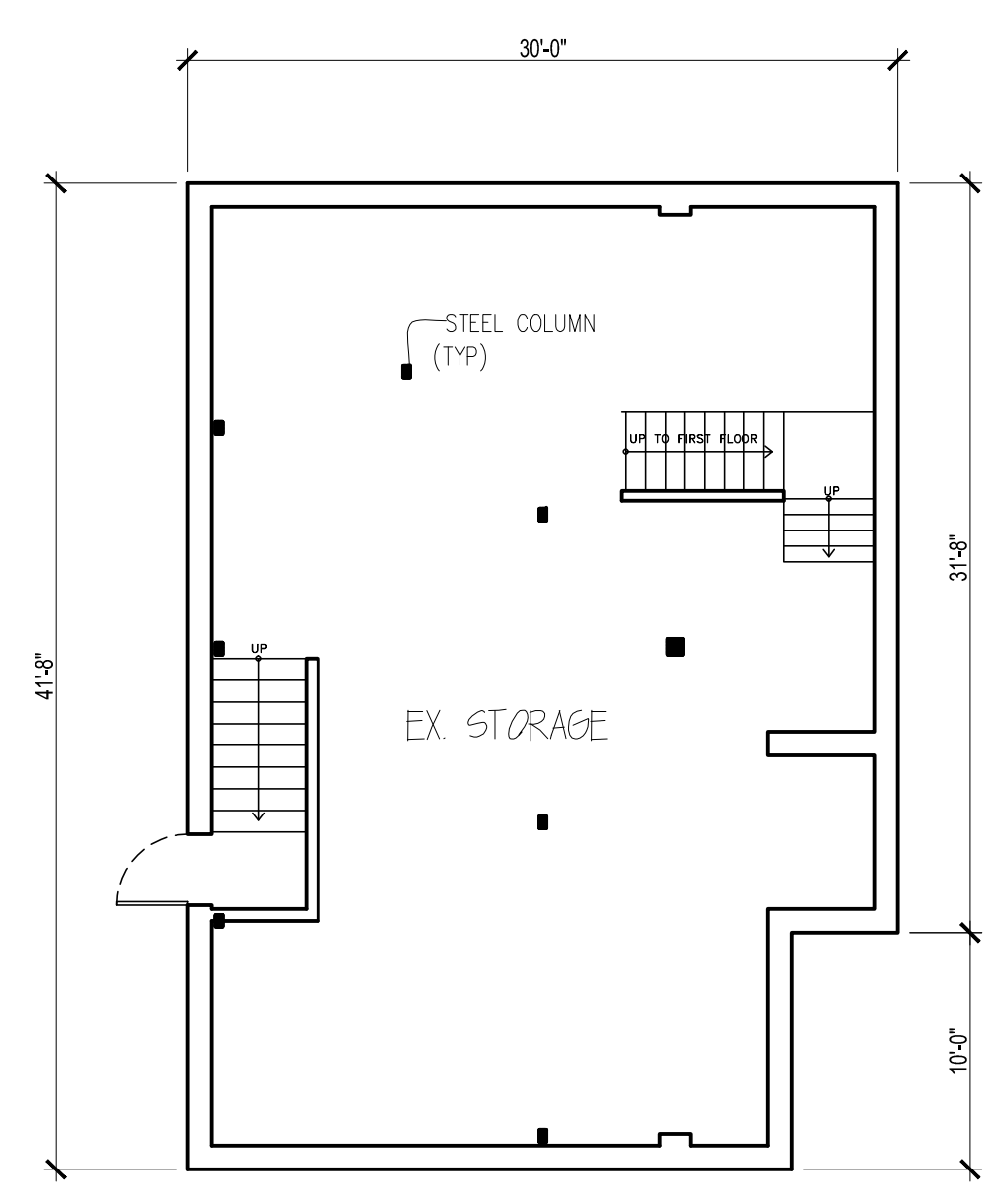
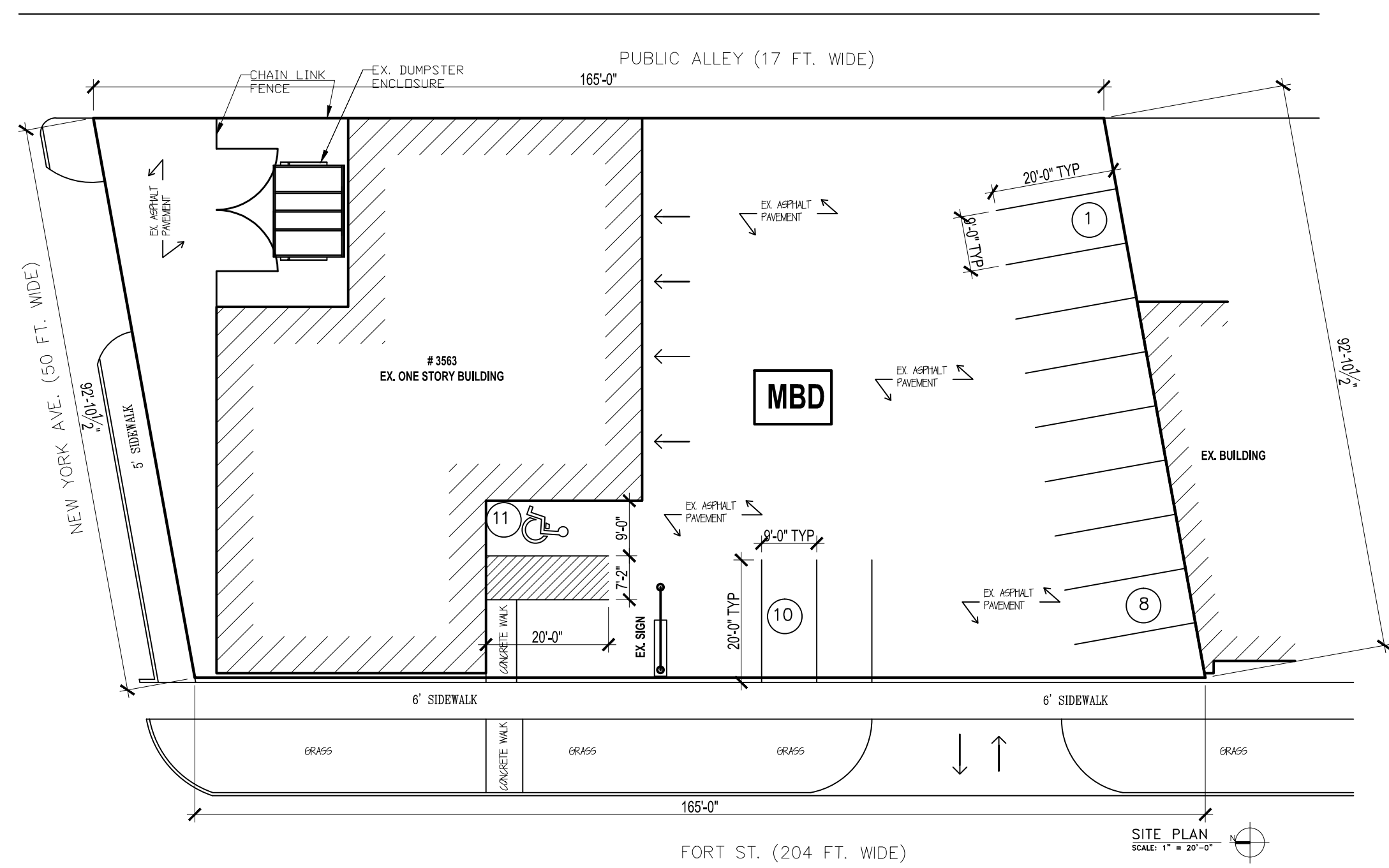
LOCATION:
 3563 FORT ST.
 LINCOLN PARK, MI 48146

A & M CONSULTANTS

835 MASON ST.
 SUITE B 290,
 DEARBORN, MI 48126
 PH:(313) 582-0022
 FAX:(313) 582-0028

DRAWN BY:

APPROVED BY:
 ADNAN AL-SAATI



SUBMITTALS

REVISIONS:

PROJECT NO

DATE
 11/16/2017

SCALE
 NOTED

SHEET TITLE
 SITE PLAN,
 FLOOR PLANS,

SP-1

SEAL

Case No. PPC18-0003
Date Submitted 3/21/18

City of Lincoln Park
APPLICATION FOR SPECIAL USE APPROVAL \$500.00

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 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.

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.

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:

Applicant: FERNANDO LOPEZ

Mailing Address: 3563 FORT ST, LINCOLN PARK 48146

Email Address: FERNANDO@TABBMAIL.COM

Telephone: 313-999-0224 Fax: 313-724-6266

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

Mailing Address: SAME AS ABOVE

Telephone: _____ Fax: _____

Applicant's Legal Interest in Property: OWNER

Location of Property: Street Address: 3563 FORT ST, LINCOLN PARK MI 48146

Nearest Cross Streets: NEW YORK ST & FORT ST

Sidwell Number: 45-012-08-1951-001

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.

LOT 1951, 1952, 1953, 1954, 1955, 1956, 204B, 675, 676
EMMONS ORCHARD SUBDIVISION NO.1

Property Size (Square Ft): 15,078 (Acres): 0.34

Present Use of Property: TIRE & AUTO REPAIR

Proposed Use of Property: TIRE & AUTO REPAIR

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 checked="" 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			
Attached Residential			
Office			
Commercial	1	3,786	4
Industrial			
Other			

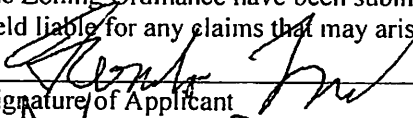
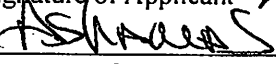
ATTACH THE FOLLOWING:

- 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.

Signature of Applicant 	Date <u>3-20-18</u>
Signature of Applicant 	Date <u>3-20-18</u>
Signature of Property Owner Authorizing this Application _____	Date _____

To be completed by City:
 Date Submitted: _____ Fee Paid: _____
 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: _____

Case No. DPC18-0003

Date Submitted 3/21/18

City of Lincoln Park
APPLICATION FOR SITE PLAN REVIEW \$ 2250.00

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 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 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.

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: FERNANDO LOPEZ

Mailing Address: 3563 FORT ST, LINCOLN PARK MI 48146

Email Address: FERNANDO@TIREMAIL.COM

Telephone: 313-999-0224

Fax: 313-724-6266

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

Mailing Address: _____

SAME AS ABOVE

Telephone: _____

Fax: _____

Applicant=s Legal Interest in Property: _____

OWNER

Location of Property: Street Address: 3563 FORT ST, LINCOLN PARK MI 48146

Nearest Cross Streets: NEW YORK ST & FORT ST

Sidwell Number: 45-012-08-1951-001

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.

LOTS 1951, 1952, 1953, 1954, 1955, 1956, 2048, 675
676 EMMON'S ORCHARD SUBDIVISION No. 1

Property Size (Square Ft): 15,078

(Acres) 0.34

Existing Zoning (please check):

- SFRD Single Family Residential District
- MFRD Multiple Family Residential District
- MHIRD Mobile Home Park District
- NBD Neighborhood Business District
- MBD Municipal Business District
- PUD Planned Unit Development District

- RBD Regional Business District
- CBD Central Business District
- GID General Industrial District
- LID Light Industrial District
- CSD Community Service District

Present Use of Property: TIRE & AUTO REPAIR

Proposed Use of Property: TIRE & AUTO REPAIR
 ALIGNMENTS, SUSPENSION WORK, BRAKE WORK
 SALES & REPAIR TRES & RIMS. HOURS OF OPERATION
 MON-SAT 8AM-6PM. FOUR EMPLOYEES, ONE COMPANY CAR.

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	<u>1</u>	<u>3,786</u>	<u>4</u>
Industrial			
Other			

Professionals Who Prepared Plans:

A. Name: ASM Consultants
 Mailing Address: 835 MASON ST SUITE: B290
Dearborn, MI 48124
 Email Address: aboted@yahoo.com
 Telephone: 313 582 0022 Fax: _____ Primary Design Responsibility: Architect, Engineer

B. Name: _____
 Mailing Address: _____
 Email Address: _____
 Telephone: _____ Fax: _____ Primary Design Responsibility: _____

C. Name: _____
 Mailing Address: _____
 Email Address: _____
 Telephone: _____ Fax: _____ Primary Design Responsibility: _____

ATTACH THE FOLLOWING:

1. Six (6) individually folded copies of the site plans, sealed by a registered architect, engineer, landscape architect or community planner.
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:

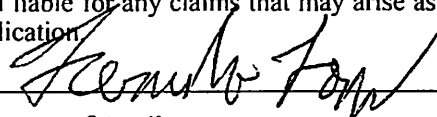
- | | |
|---|--|
| G Wayne County Road Commission | G Wayne County Drain Commission |
| G Wayne County Health Division | G Michigan Department of Natural Resources |
| G Michigan Department of Transportation | G Michigan Department of Environmental Quality |

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=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 site plan application.



 Signature of Applicant

3-20-18

 Date



 Signature of Applicant

3-20-2018

 Date

 Signature of Property Owner Authorizing this Application

 Date

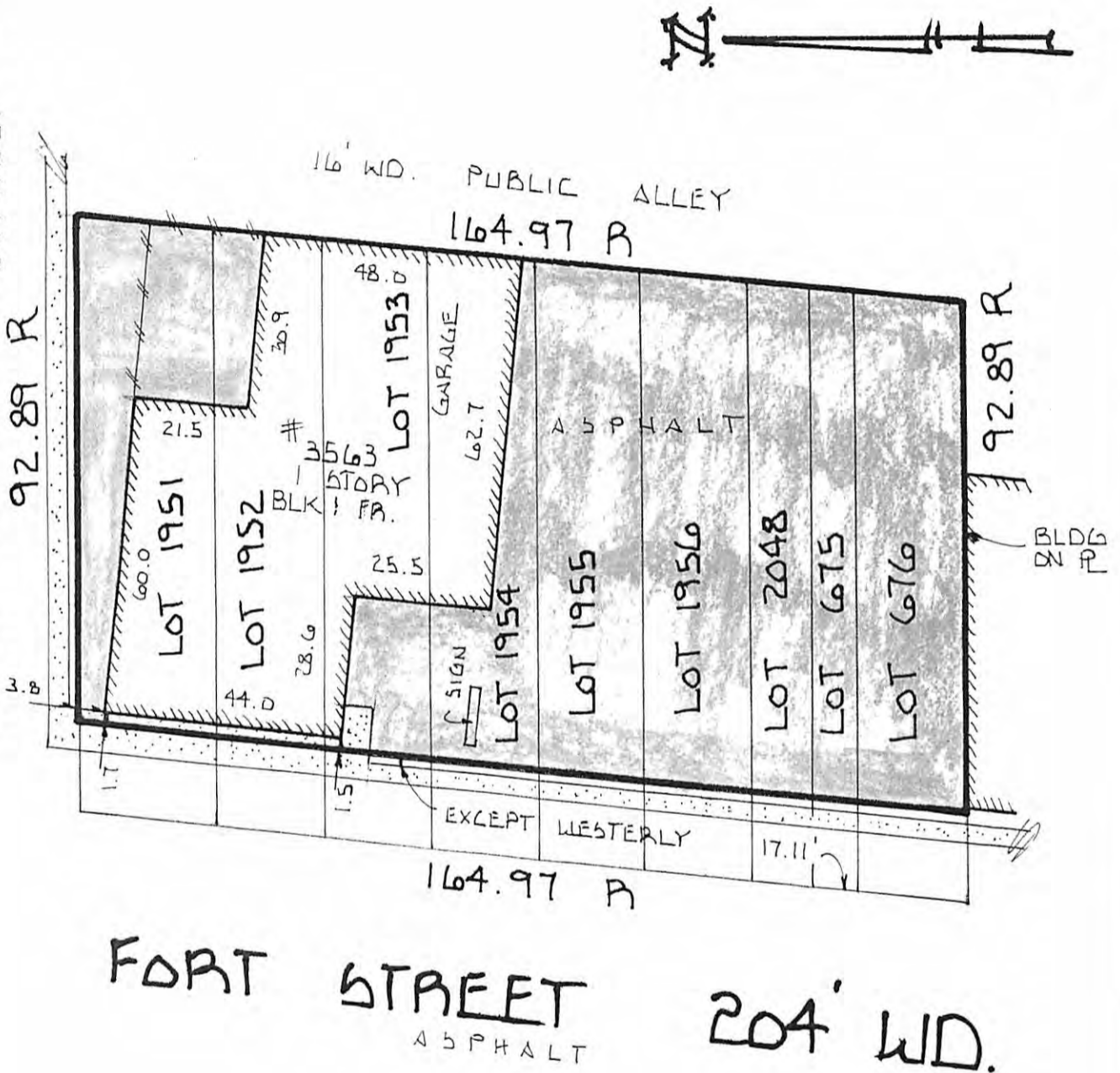
 Signature of Property Owner Authorizing this Application

 Date

TO BE COMPLETED BY THE CITY		Case No. _____
Date Submitted: _____		Fee Paid: _____
Received By: _____		Date of Public Hearing: _____
PLANNING COMMISSION ACTION		
Approved: _____	Denied: _____	Date of Action: _____

NEW YORK AVE: 50' WD.
ASPHALT

Description: Lot 675 and 676, except the Westerly 17.11 feet thereof, deeded for widening of Fort Street. **EMMON'S ORCHARD SUBDIVISION No. 1**, as recorded in Liber 41, Page 81 of Plats, Wayne County Records, and Lots 1951 through 1956, inclusive, except the Westerly 17.11 feet thereof and Lot 2048, except the Westerly 17.11 feet thereof deeded for widening of Fort Street. **EMMON'S ORCHARD SUBDIVISION No. 2**, as recorded in Liber in 41, Page 88 of Plats, Wayne County Records.



MORTGAGE CERTIFICATE

We hereby certify to XXXXXXXXXXXXXXXXXXXX
a mortgage lender, and certify to all Title Insurance Companies for the purpose of a mortgage loan to be made by said lender to

Fernando Lopez and Adriana Shamas

that we have measured the property herein described: that there are located entirely thereon building(s) and improvement(s) and that said building(s) and improvement(s) are within the property lines and that there are no existing encroachments upon the land and property described, except as shown. **LEGAL DESCRIPTION PROVIDED BY OTHERS.**

*This mortgage certificate was prepared specifically for **IDENTIFICATION PURPOSES** for the sole use of the mortgage and Title Insurance Companies disclosed hereon. Nothing herein shall be construed to give any rights or benefits to the present or future land owners or occupants. This certificate is not intended nor represented to be a land boundary or property line survey and is not to be used to establish property lines, easements, public right-of-way, building lines, conformity or non-conformity to State, County or local ordinances and/or codes, etc. No boundary markers were set.

Job No 3-17-28 Scale: 1" = 30'

Date April 6, 2017 Final:

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 completed 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. 44-00160

1. Street Address of Property 3563 FORT ST., LINCOLN PARK, MI 48146		2. County WAYNE	3. Date of Transfer (or land contract signed) APRIL 21, 2017
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village CITY OF LINCOLN PARK		5. Purchase Price of Real Estate \$275,000.00	
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. 45-012-08-1951-001		6. Seller's (Transferor) Name JOANNE E. SANOM	
		8. Buyer's (Transferee) Name and Mailing Address FERNANDO LOPEZ AND ADRIANA SHAMAS 3563 FORT ST. LINCOLN PARK, MI 48146	
		9. Buyer's (Transferee) Telephone Number Brownstown NJ NJ 48134	

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

10. Type of Transfer: <u>Transfers</u> include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____			
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No		12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No		13. Amount of Down Payment \$75,000.00	
		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 between certain family members of that portion of a property after the expiration or termination of a life estate or life lease related by transferor ** (see page 2)
- 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 stock
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- 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: _____

RECEIVED
APR 24 2017
CITY OF LINCOLN PARK
ASSESSOR'S OFFICE

CERTIFICATION

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

Printed Name		Date
Signature 		4-21-17
Name and title, if signer is other than the owner	Daytime Phone Number	E-mail Address

LAND CONTRACT

MICHIGAN TITLE INSURANCE AGENCY, INC.

File Number: 44-00160

<p><i>Parties</i></p>	<p>THIS CONTRACT, made April 21, 2017, between JOANNE E. SANOM , A SINGLE WOMAN, BY ALBERT C. SANOM, HER ATTORNEY IN FACT, WHOSE POWER OF ATTORNEY IS RECORDED IN LIBER _____, PAGE _____, WAYNE COUNTY RECORDS hereinafter referred to as the "Seller" , whose address is C/O Al Sanom, 2880 Robina Ave., Berkley, MI, 48072, and FERNANDO LOPEZ , A SINGLE MAN AND ADRIANA SHAMAS , A MARRIED WOMAN, TENANTS IN COMMON, hereinafter referred to as the "Purchaser", whose address is 22057 Beech Daly, Brownstown, MI 48134,</p> <p>Witnesseth: 1. THE SELLER AGREES AS FOLLOWS:</p>
<p><i>Description of Premises</i></p>	<p>(a) To sell and convey to the Purchaser land in the CITY OF LINCOLN PARK, COUNTY OF WAYNE, State of Michigan, is described as follows:</p> <p>Lot 675 and 676, except the Westerly 17.11 feet thereof, deeded for widening of Fort Street. Emmon's Orchard Subdivision No. 1, as recorded in Liber 41, Page 81 of Plats, Wayne County Records, and Lots 1951 through 1956, inclusive, except the Westerly 17.11 feet thereof and Lot 2048, except the Westerly 17.11 feet thereof deeded for widening of Fort Street. Emmon's Orchard Subdivision No. 2, as recorded in Liber 41, Page 88 of Plats, Wayne County Records.</p> <p>Tax Identification Number(s): 45-012-08-1951-001 (FOR INFORMATIONAL PURPOSES ONLY, THE TAX LEGAL IS ASSESSED AS FOLLOWS: LOTS 1951 TO 1956 INCL EXC THE WLY 17.11 FT THEREOF ALSO LOT 2048 EXC THE WLY 17.11 FT THEREOF OF EMMONS ORCHARD SUBDN NO 2 L 41 P88 ALSO LOTS 675 AND 676 EXC THE WLY 17.11 THEREOF OF EMMONS ORCHARD SUBDN NO 1 L41 P81 EMMONS ORCHARD SUB NO. 2 PC 48 L41 P88 WCR)</p> <p>Property Address: 3563 FORT ST., LINCOLN PARK, MI 48146 This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act. The Grantor grants to the Grantee the right to make _____ division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. together with all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and any bill of sale items if applicable now on the premises, and subject to all applicable building and use restrictions, and easements, if any, affecting the premises.</p>
<p><i>Terms of Payment</i></p>	<p>(b) That consideration for the sale of the above described, to the Purchaser, is: TWO HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$275,000.00) of which the sum of: SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00) has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of: TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00) is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of 6%, per annum while the Purchaser is not in default, and at the rate of 6% per annum when and as often as the Purchaser is in default. This balance of purchase money and interest shall be paid in monthly installments of: TWO THOUSAND TWO HUNDRED TWENTY AND 41/100 DOLLARS (\$2,220.41) each, or more at the Purchaser's option, on the day of each month, beginning MAY 21, 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 5 YEARS from the date hereof, anything herein to the contrary notwithstanding.</p>

<p><i>Seller's Duty to Convey</i></p>	<p>(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 the Seller or his assigns.</p>
<p><i>To furnish Title Evidence</i></p>	<p>(d) To deliver to the Purchaser as evidence of title, at the Sellers option, either a Policy of Title Insurance 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 Michigan Title Insurance Agency, Inc. and it's Underwriter. The Seller shall have the right to retain possession of this evidence of title during the life of this contract and upon demand, shall lend it to Purchaser upon the pledging of a reasonable security.</p>
<p><i>Purchaser's Duties</i></p>	<p>2. THE PURCHASER AGREES AS FOLLOWS:</p>
<p><i>To Pay Taxes and Keep Premises Insured</i></p>	<p>(a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided.</p> <p>(b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon.</p> <p>(c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority.</p> <p>(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.</p>
<p><i>Alternate Payment Method</i></p>	<p>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.</p>
<p><i>Insert amount, if advance monthly installment method of taxes and insurance is to be adopted</i></p>	<p>(e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of (), which is an estimate of the monthly cost of the taxes, 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 the receipts therefor 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.</p>
<p><i>Acceptance of Title and Premises</i></p>	<p>(f) That he has examined a Title Insurance Policy 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 structures thereon.</p>
<p><i>Maintenance of Premises</i></p>	<p>(g) To keep and maintain the premises and the buildings thereon in as good condition as they are at the date hereof 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.</p>

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 less 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; 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 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 such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and the 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, after Seller has given notice to the Purchaser as above provided for giving notice of the execution 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 matured or first maturing hereon, with interest at seven percent, per annum 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, while 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 the 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 on 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 in Paragraph 2 (e), or in the delivery of any policy as hereinbefore provided, the 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 of 6% per annum.

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 any way 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.

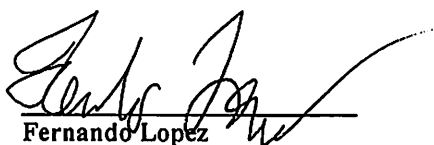
Right to Forfeit

(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 the Purchaser and each and every other occupant remove 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.

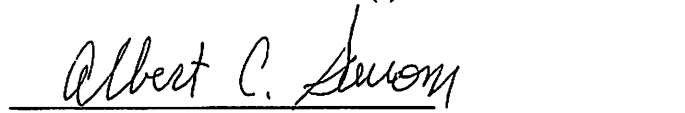
<i>Acceleration Clause</i>	(g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.
<i>Notice to Purchaser</i>	(h) Time shall be deemed to be of the essence of this contract. (i) 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 effect. (j) 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 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.
<i>Additional Clauses</i>	***SEE ATTACHED FOR ADDITIONAL CLAUSES*** 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.

Purchaser(s):

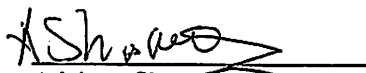
Seller(s):



 Fernando Lopez



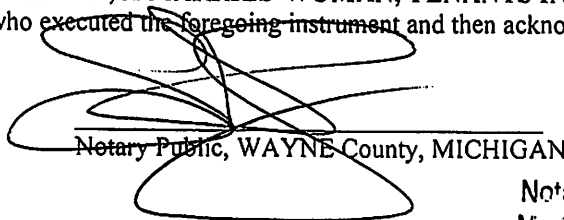
 Joanne E. Sanom By Albert C. Sanom,
 Attorney In Fact, Whose Power of Attorney is Recorded in Liber _____,
 Page _____, Wayne County Records.



 Adriana Shamas

STATE OF MICHIGAN
 COUNTY OF WAYNE

On this 04/21/2017, before me, a Notary Public in and for said County, personally appeared JOANNE E. SANOM , A SINGLE WOMAN, BY ALBERT C. SANOM, HER ATTORNEY IN FACT, WHOSE POWER OF ATTORNEY IS RECORDED IN LIBER _____, PAGE _____, WAYNE COUNTY RECORDS AND FERNANDO LOPEZ , A SINGLE MAN AND ADRIANA SHAMAS , A MARRIED WOMAN, TENANTS IN COMMON, to me known to be the same person s described in and who executed the foregoing instrument and then acknowledged the same to be their free act and deed.



 Notary Public, WAYNE County, MICHIGAN

STACEY D. COURY
 Notary Public, Wayne County, MI
 My Commission Expires 5-5-2019
 Acting in Wayne County

My Commission Expires:

Drafted By: Robert W. Curran, 42949 W. Seven Mile Road, Northville, MI 48167
 Return To: Fernando Lopez and Adriana Shamas
 3563 Fort St., Lincoln Park, MI 48146

In the event payments are not received within 15 days from due date, a late fee of \$50.00 per payment shall be assessed. This is a service charge and is not interest. Purchaser further agrees and understands that assessment of the late fee does not constitute an election under the Land Contract and that the Seller may pursue any other remedies available in law or equity.

Seller agrees to execute a warranty deed at closing to be placed in escrow with Michigan Title Insurance Agency, until the Land Contract is paid in full. Purchaser agrees to pay this escrow fee. At final settlement, Seller agrees to pay State and County Transfer Tax.

It is mutually understood that the monthly installment payments specified in said Land Contract are insufficient to fully pay the obligation owing within the term of said Land Contract; and that there will be a lump sum payment due Seller upon completion of said term.

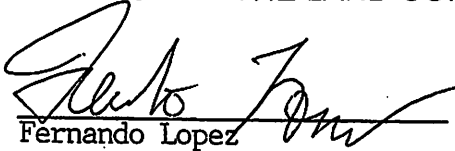
No representations, oral or otherwise, have been made by the parties hereto and/or real estate broker(s) as to the future availability of alternative financing which might be required by the Purchaser to fully pay the obligation then owing on said Land Contract.

Seller is under no obligation to extend this Land Contract beyond the agreed upon termination or to refinance the principal balance beyond said termination date.

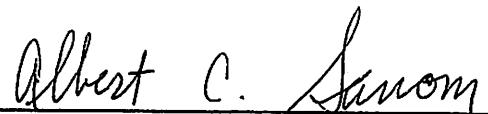
Purchaser has been advised that a survey should be obtained and has ordered a survey. If survey is ordered, it will be a mortgage type at Purchaser's expense, paid in advance.

All parties of this transaction should seek the counsel of an attorney and an accountant to protect their interest. Brokers and sales personnel are neither trained nor employed to provide such counsel and the parties hereto acknowledge they have not relied on any such advice if it has been given.

PURCHASER TO PURCHASE SUBJECT LOCATION AS IS. PURCHASER MAY NOT DEMOLISH THE BUILDING OR MAKE ANY MAJOR ALTERATION WITHOUT PAYING OFF THE LAND CONTRACT BALANCE FIRST.


Fernando Lopez


Adriana Shamas


Joanne E. Sanom by Albert C. Sanom,
Attorney in Fact Whose Power of Attorney
is recorded in Liber _____ Page _____
Wayne County Records.

DEED ESCROW AGREEMENT

MICHIGAN TITLE INSURANCE AGENCY, INC.

9333 TELEGRAPH ROAD, SUITE 100
TAYLOR, MICHIGAN 48180
PHONE: (313) 291-2323

File Number: 44-00160
Property Address: 3563 FORT ST., LINCOLN PARK, MI 48146
Purchaser(s): FERNANDO LOPEZ AND ADRIANA SHAMAS
Seller(s): JOANNE E. SANOM

Deposited with you herewith is a Warranty Deed given pursuant thereto to be held by you in escrow for delivery until written authorization, properly witnessed and notarized, is given to Michigan Title Insurance Agency, Inc. from the said Seller(s). If the parties hereto request the deed to be recorded in the registered county, then the proper amount for recording and transfer tax must be included with the said authorization.

Upon making such delivery, you 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 term and conditions set forth herein. By acceptance of this agency, you are in no way assuming any responsibility for the validity or authenticity of the subject matter of the deposit.

In the event of litigation affecting your duties relating to this deposit, we agree to reimburse you for any reasonable expenses incurred, including attorney fees and hold you harmless from any and all liabilities arising out of said litigation.

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


For your services as herein specified, you are to receive the sum of FIFTY DOLLARS (\$50.00) as of the date stated herein.

Dated: April 21, 2017

Purchaser(s):


FERNANDO LOPEZ

Seller(s):


JOANNE E. SANOM, BY ALBERT C.
SANOM, ATTORNEY IN FACT


ADRIANA SHAMAS

We hereby accept the above escrow deposit under the terms and conditions therein set forth.
MICHIGAN TITLE INSURANCE AGENCY, INC.

By: 

WARRANTY DEED

MICHIGAN TITLE INSURANCE AGENCY, INC.
File Number: 44-00160

The Grantor(s) JOANNE E. SANOM , A SINGLE WOMAN, BY ALBERT C. SANOM, ATTORNEY IN FACT, WHOSE POWER OF ATTORNEY IS RECORDED IN LIBER _____, PAGE _____, WAYNE COUNTY RECORDS.

whose address is C/O AL SANOM
2880 ROBINA AVE., BERKLEY, MI 48072

Convey(s) and Warrant(s) to FERNANDO LOPEZ , A SINGLE MAN and ADRIANA SHAMAS , A MARRIED WOMAN, TENANTS IN COMMON

whose address is 22057 BEECH DALY, BROWNSTOWN, MI 48134

The following described premises situated in the CITY OF LINCOLN PARK, COUNTY OF WAYNE, State of Michigan, and is described as follows:

Lot 675 and 676, except the Westerly 17.11 feet thereof, deeded for widening of Fort Street. Emmon's Orchard Subdivision No. 1, as recorded in Liber 41, Page 81 of Plats, Wayne County Records, and Lots 1951 through 1956, inclusive, except the Westerly 17.11 feet thereof and Lot 2048, except the Westerly 17.11 feet thereof deeded for widening of Fort Street. Emmon's Orchard Subdivision No. 2, as recorded in Liber 41, Page 88 of Plats, Wayne County Records.

Tax Identification Number(s): 45-012-08-1951-001 (FOR INFORMATIONAL PURPOSES ONLY, THE TAX LEGAL IS ASSESSED AS FOLLOWS: LOTS 1951 TO 1956 INCL EXC THE WLY 17.11 FT THEREOF ALSO LOT 2048 EXC THE WLY 17.11 FT THEREOF OF EMMONS ORCHARD SUBDN NO 2 L 41 P88 ALSO LOTS 675 AND 676 EXC THE WLY 17.11 THEREOF OF EMMONS ORCHARD SUBDN NO 1 L41 P81 EMMONS ORCHARD SUB NO. 2 PC 48 L41 P88 WCR)

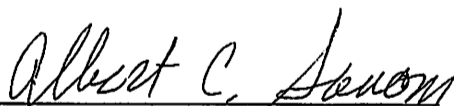
Property Address: 3563 FORT ST., LINCOLN PARK, MI 48146

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act. The Grantor grants to the Grantee the right to make ALL division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

for the sum of TWO HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$275,000.00)

Subject to: Building and Use Restrictions and Easements of record, if any.

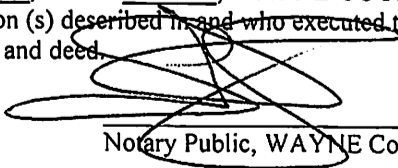
Dated: April 21, 2017


JOANNE E. SANOM , A SINGLE WOMAN, BY
ALBERT C. SANOM, ATTORNEY IN FACT, WHOSE
POWER OF ATTORNEY IS RECORDED IN LIBER
_____, PAGE _____, WAYNE COUNTY
RECORDS.

STATE OF MICHIGAN
COUNTY OF WAYNE

On this 04/21/2017, before me, a Notary Public in and for said County, personally appeared JOANNE E. SANOM , A SINGLE WOMAN, BY ALBERT C. SANOM, ATTORNEY IN FACT, WHOSE POWER OF ATTORNEY IS RECORDED IN LIBER _____, PAGE _____, WAYNE COUNTY RECORDS.

, to me known to be the same person (s) described in and who executed the foregoing instrument and then acknowledged the same to be his/her/their free act and deed.


STACEY D. COURY
Notary Public, WAYNE County, MICHIGAN
Notary Public, Wayne County, MI

My Commission Expires:

Drafted By: Robert W. Curran, 42949 W. Seven Mile Road, Northville, MI 48167

Return To: Fernando Lopez and Adriana Shamas

3563 Fort St., Lincoln Park, MI 48146

My Commission Expires 5-5-2019
Acting in Wayne County

Century 21 Curran & Christie
42949 W. Seven Mile Road
Northville, MI 48167

File# 44-00160

SELLERS CLOSING STATEMENT

Property Address 3563 Fort St., Lincoln Park, MI 48146
Seller(s) Joanne E. Sanom
Address 2345 Oxford, Apt 429, Berkley, MI 48072
Buyer(s) Fernando Lopez and Adriana Shamas
Address 22057 Beech Daly, Brownstown, MI 48134

SALES PRICE					\$275,000.00
Land Contract Balance					(\$200,000.00)
		EQUITY			\$75,000.00
CREDITS					
City Property Taxes	4/21/2017	to	6/30/2017		\$1,127.82
\$5,797.93	70 days at		\$16.1117per day		
County Property Taxes	4/21/2017	to	11/30/2017		\$890.67
\$1,451.31	223 days at		\$3.994per day		
				TOTAL CREDITS	\$77,018.49
EXPENSES					
Realtor Commission					\$16,500.00
Century 21 Curran & Christie - \$8,250.00					
Century 21 Curran & Christie - \$3,250.00 (\$5000.00 EMD)					
Owner's title insurance to Michigan Title Insurance Agency, Inc.					\$1,320.50
2016 City/County Taxes With Int to 4/30/17					\$5,320.88
Balance Water					\$280.20
Compliance Fee to Century 21 Curran & Christie					\$295.00
Inspection Fee to City of Lincoln Park					\$150.00
Record Power of Attorney to Michigan Title, Recording					\$12.00
Record Deed to Michigan Title, Recording					\$18.00
				TOTAL EXPENSES	(\$23,896.58)
ESCROW ITEMS:					
Rent					-\$0.00
Water					-\$400.00
				TOTAL ESCROWS	(\$400.00)
				AMOUNT DUE TO SELLER AT CLOSING	\$52,721.91

We, the undersigned, consider the foregoing to be a correct accounting and accept the foregoing as rendered.

BY Robert W. Luma
Century 21 Curran &
Christie

Seller:

Albert C. Sanom
Joanne E. Sanom By Albert C. Sanom,
Attorney In Fact

Dated: Friday April 21, 2017

Century 21 Curran & Christie
42949 W. Seven Mile Road
Northville, MI 48167

File# 44-00160

PURCHASERS CLOSING STATEMENT

Property Address 3563 Fort St., Lincoln Park, MI 48146
Seller(s) Joanne E. Sanom
Address 2345 Oxford, Apt 429, Berkley, MI 48072
Buyer(s) Fernando Lopez and Adriana Shamas
Address 22057 Beech Daly, Brownstown, MI 48134

SALES PRICE			\$275,000.00
Land Contract Balance			\$200,000.00
	DOWN PAYMENT		\$75,000.00
EXPENSES			
City Property Taxes	4/21/2017	to 6/30/2017	\$1,127.82
	\$5,797.93	70 days at \$16.1117per day	
County Property Taxes	4/21/2017	to 11/30/2017	\$890.67
	\$1,451.31	223 days at \$3.994per day	
Compliance Fee to Century 21 Curran & Christie			\$295.00
Reimburse (Mortgage Certificate to McNeely & Lincoln Associates, Inc. to Robert Platte			\$275.00
Deed Recording			\$0.00
Record Land Contract to Michigan Title, Recording			\$32.00
Deed Escrow to Michigan Title, Recording			\$50.00
Settlement or closing fee to Michigan Title Insurance Agency, Inc.			\$300.00
Recording Processing Fee to Michigan Title, Recording			\$35.00
	TOTAL EXPENSES		\$78,005.49

CREDITS

Deposit or earnest money..... \$5,000.00

TOTAL CREDITS (\$5,000.00)

BALANCE TO CLOSE \$73,005.49

BY Robert W. Curran
Century 21 Curran &
Christie

Purchaser:

Fernando Lopez
Fernando Lopez
Adriana Shamas
Adriana Shamas

Dated: Friday April 21, 2017

COMMERCIAL AFFIDAVIT AND INDEMNITY
RE: COMMISSIONS

This Affidavit is executed for the benefit of Michigan Title Insurance Agency, Inc. and/or its Underwriter(s), their successors and/or assigns (collectively, the "Company") with respect to property located at 3563 FORT ST., LINCOLN PARK, MI 48146, more particularly described in the Company's File No. 44-00160 (the "property").

Affiants must initial and complete the appropriate section below, or indicate that it is not applicable (N/A), and hereby states as follows:

~~_____~~

Sale of Interest (Seller):

Affiant entered into a written agreement with CENTURY 21 CURRAN & CHRISTIE, 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 \$ _____.

_____ **Acquisition of Interest (Purchaser):**

Affiant entered into a written agreement with CENTURY 21 CURRAN & CHRISTIE, 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 (Seller and Purchaser):**

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.


Affiants acknowledge that the Company is relying on the representations contained in this Affidavit in issuing its policy or policies of title insurance covering the property, and that the Company would not issue such policy or policies without exception to a 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, Affiants, jointly and severally agree to defend, hold harmless and indemnify the Company against all loss, damage or liability, including liability for reasonable attorneys' fee incurred under Conditions of its policy or policies resulting from the recording, enforcement or attempted enforcement of any commercial broker's lien pursuant to the Commercial Real Estate Broker's Lien Act (Michigan Public Act 201 of 2010).


Dated: April 21, 2017

Purchaser(s):

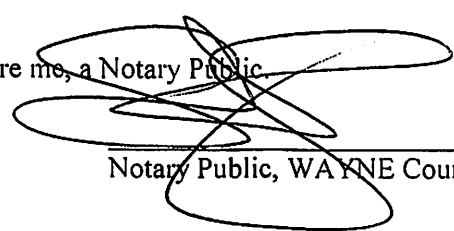

FERNANDO LOPEZ

Seller(s):


JOANNE E. SANOM, BY ALBERT C. SANOM, ATTORNEY IN FACT


ADRIANA SHAMAS

Subscribed and Sworn to before me, a Notary Public



Notary Public, WAYNE County, MICHIGAN

STACEY D. COURY
Notary Public, Wayne County, MI
My Commission Expires 5-5-2019
Acting in Wayne County

HOLD HARMLESS FOR CITY CERTIFICATION

File Number: 44-00160

PROPERTY ADDRESS: 3563 FORT ST., LINCOLN PARK, MI 48146

SELLER(S): JOANNE E. SANOM

PURCHASER(S): FERNANDO LOPEZ AND ADRIANA SHAMAS

It is agreed by all parties that certain conditions required by the above referenced property's Municipality have not been completed in order to obtain a Certificate of Occupancy, or its equivalent. It is hereby understood and agreed that the Purchaser(s) will obtain any necessary inspections and take responsibility for the completion of any requirements set forth by the above referenced property's Municipality. All parties will hereby hold harmless Michigan Title Insurance Agency, Inc., Michigan Title North Agency, LLC, It's Underwriter, the Seller(s), the Listing Real Estate Office, if applicable, the Selling Real Estate Office, if applicable, and the Drafting Attorney, if applicable, for any costs or damages incurred relative to the ability to obtain the Certificate of Occupancy, or its equivalent, from the above referenced property's Municipality.

IMPORTANT: ALL PARTIES ARE AWARE THAT FAILURE TO CONTACT THE APPROPRIATE MUNICIPALITY OFFICE MAY RESULT IN A PENALTY OR FINE WHICH COULD BE ASSESSED BY SAID MUNICIPALITY.

Dated: April 21, 2017

Purchaser(s):

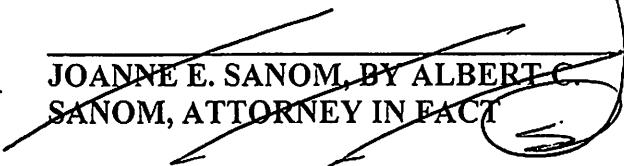


FERNANDO LOPEZ



ADRIANA SHAMAS

Seller(s):



JOANNE E. SANOM, BY ALBERT C. SANOM, ATTORNEY IN FACT

Subscribed and Sworn to before me, a Notary Public.



Notary Public, WAYNE County, MICHIGAN

STACEY D. JURY
Notary Public, Wayne County, MI
My Commission Expires 5-5-2019
Acting in Wayne County

COMMERCIAL AFFIDAVIT AND INDEMNITY
BY AGENTS
RE: COMMISSIONS

This Affidavit is executed for the benefit of Michigan Title Insurance Agency, Inc. and/or its Underwriter(s), their successors and/or assigns (collectively, the "Company") with respect to property located at 3563 FORT ST., LINCOLN PARK, MI 48146, more particularly described in the Company's File No. 44-00160 (the "property").

Affiants hereby state and acknowledge as follows:

Affiants acknowledge receipt of commissions and all monies due that relate to the real estate described in the title commitment referenced above, and hereby waive all lien rights, including, but not limited to those that may arise under the Commercial Real Estate Broker's Lien Act, Michigan Public Act 201 of 2010.

Affiants acknowledge that the Company is relying on the representations contained in this Affidavit in issuing its policy or policies of title insurance covering the property, and that the Company would not issue such policy or policies without exception to a 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, Affiants, jointly and severally agree to defend, hold harmless and indemnify the Company against all loss, damage or liability, including liability for reasonable attorneys' fee incurred under Conditions of its policy or policies resulting from the recording, enforcement or attempted enforcement of our right to a commercial broker's lien recorded pursuant to the Commercial Real Estate Broker's Lien Act, Michigan Public Act 201 of 2010.

Dated: April 21, 2017

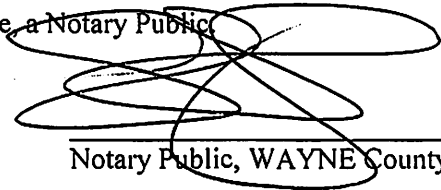
Affiants:

CENTURY 21 CURRAN & CHRISTIE,
BY BASEM KOMIS, LISTING AGENT



CENTURY 21 CURRAN & CHRISTIE,
BY ROBERT PLATTE, SELLING AGENT

Subscribed and Sworn to before me, a Notary Public



Notary Public, WAYNE County, MICHIGAN

STACEY D. COURY
Notary Public, Wayne County, MI
My Commission Expires 5-5-2019
Acting in Wayne County

ADDENDUM TO PURCHASE AGREEMENT

File Number: 44-00160

This addendum hereby becomes part of the purchase agreement on property located at:

Property Address: 3563 Fort St., Lincoln Park, MI 48146

All parties hereby agree that the above purchase agreement is being amended as follows:

- 1.) Owners Policy to be issued by Michigan Title Insurance Agency
- 2.) Late Fee if Payment not received within 15 days will be \$50.00 per payment

All other terms and conditions of the purchase agreement remain the same.

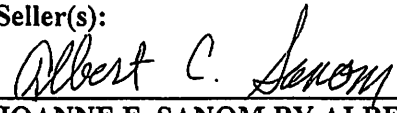
Dated: April 21, 2017

Purchaser(s):



FERNANDO LOPEZ

Seller(s):



JOANNE E. SANOM BY ALBERT C. SANOM,
ATTORNEY IN FACT



ADRIANA SHAMMAS

AFFIDAVIT OF NO FACILITY TAX
FOR INDUSTRIAL OR COMMERCIAL PROPERTY

The undersigned, being first duly sworn, deposes and states as follows: *TO THE BEST OF MY KNOWLEDGE AS*

1. The property to be insured in file number 44-00160, issued by Michigan Title North Agency, LLC is not subject to either a Commercial or Industrial Facility Tax established under Act 198 of Public Acts of 1974 (MCL 207.551) or Act 255 of Public Acts of 1978 (MCL 207.651)

FURTHER DEPONENT SAYETH NOT.

Date: April 21, 2017

Albert C. Sanom

JOANNE E. SANOM, BY ALBERT C. SANOM,
ATTORNEY IN FACT

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC.



NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

Note (for information only)

1. The preamble to Act 198 of Public Acts of 1974 (MCL 207.551) states as follows:
AN ACT to provide for the establishment of plant rehabilitation districts and Industrial development districts in local governmental units; to provide for the exemption from certain taxes; to levy and collect a specific tax upon the owners of certain facilities; to provide for the disposition of the tax; to provide for the obtaining and transferring of an exemption certificate and to prescribed the contents of those certificates; to prescribed the powers and duties of the state tax commission and certain officers of local governmental units; and to provide penalties.
2. The preamble to Act 255 of Public Acts of 1978 (MCL 207.651) states as follows:
AN ACT to provide for the establishment of commercial redevelopment districts in local governmental units; to provide for the exemption from certain taxes; to levy and collect a specific tax upon the owners of certain facilities; to provide for the disposition of the tax; to provide for the obtaining and transferring of an exemption certificate and to prescribed the contents of those certificates; to prescribe the powers and duties of the state tax commission and certain officers of local governmental unites; and to provide remedies and penalties.

STACEY D. COURY
Notary Public, Wayne County, MI
My Commission Expires 5-5-2019
Acting in Wayne County

NON-FOREIGN AFFIDAVIT

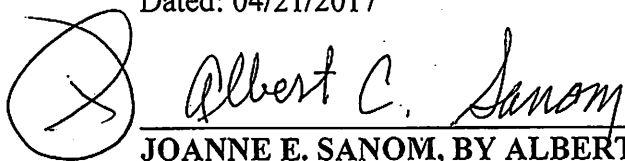
Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a purchaser of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Purchaser that withholding of tax is not required upon our disposition of the United States real property interest, I, JOANNE E. SANOM, hereby certify the following:

1. I am not a nonresident alien for purposes of United States income taxation;
2. My US Social Security Number is: _____
3. My home address is:

I understand that this certification may be disclosed to the Internal Revenue Service by the Purchaser, and that any false statement I have made here could be punished by fine, imprisonment, or both.

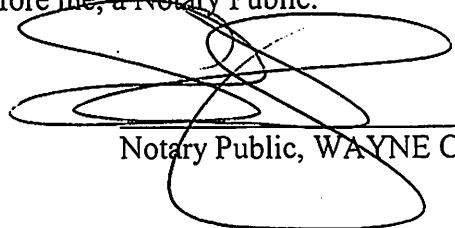
Under penalties of perjury, I declare that I have examined this certification and, to the best of my knowledge and belief, it is true, correct, and complete.

Dated: 04/21/2017



JOANNE E. SANOM, BY ALBERT C. SANOM,
ATTORNEY IN FACT

Subscribed and Sworn to before me, a Notary Public.



Notary Public, WAYNE County, MICHIGAN

STACEY D. COURY
Notary Public, Wayne County, MI
My Commission Expires 5-5-2019
Acting in Wayne County

QUIT CLAIM DEED

MICHIGAN TITLE INSURANCE AGENCY, INC.
File Number: 44-00160

JOANNE E. SANOM, A SINGLE WOMAN, BY ALBERT C. SANOM, HER ATTORNEY IN FACT, WHOSE POWER OF ATTORNEY IS HERETO ATTACHED AS EXHIBIT A, whose address is C/O Al Sanom, 2880 Robina Ave., Berkley, Michigan 48072, ("Grantor"), QUIT CLAIMS to JOANNE E. SANOM, A SINGLE WOMAN, whose address is C/O Al Sanom, 2880 Robina Ave., Berkley, Michigan 48072, a life estate and upon his/her death the remainder to KAREN ANN SANOM MILLER, ALBERT CHARLES SANOM, MICHAEL GEORGE SANOM, WILLIAM LIONEL SANOM AND PATRICK SCOTT SANOM, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP,, whose address is 2345 Oxford, Apt 429, Berkley, Michigan 48072, as joint tenants with rights of survivorship (collectively "Grantees"), the following described premises situated in the CITY OF LINCOLN PARK, COUNTY OF WAYNE, State of Michigan, and is described as follows:

SEE ATTACHED EXHIBIT A

Property Address: 3563 FORT ST., LINCOLN PARK, MI 48146

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act. The Grantor grants to the Grantee the right to make ALL division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Together with all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of **EXEMPT UNDER MCL 207.505(a) AND MCL 207.526(a)**

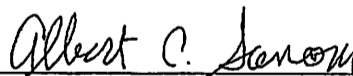
The Grantor reserves during the Grantor's lifetime a life estate coupled with an unrestricted power to convey the premises during Grantor's lifetime, pursuant to Land Title-Standard 9.3. Grantor reserves unto herself for and during her lifetime, the exclusive possession, use and enjoyment of the rents and profits of the property described herein. Grantor further reserves unto herself, for and during her lifetime, the right to sell, lease, encumber by mortgage, pledge, lien or otherwise manage and dispose, in whole or in part, or grant any interest therein, of the aforesaid premises by gift, sale or otherwise so as to terminate the interests of the Grantees, as Grantor, in her sole discretion, shall decide, except to dispose of said property, if any, by devise upon their deaths. Grantor retains the power to make the aforesaid dispositions, with or without consideration, without joinder by the remaindermen, and to retain absolutely any and all proceeds derived therefrom. Grantor further reserves the right to cancel this deed by further conveyance which may revoke any and all rights which the Grantees may possess under this deed. Grantees shall hold a remainder interest in the property described herein and upon the death of the Grantor, if the property described herein has not been previously disposed of prior to Grantor's death, all right and title to the property remaining shall fully vest in Grantees as joint tenants with rights of survivorship subject to such liens and encumbrances existing at that time.

To have and to hold the same together with all and singular the appurtenances thereunto belonging or in anyway appertaining and all the estate, right, title interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the proper use and benefit of the said Grantees forever.

This Deed was prepared with information provided by the Grantor without the benefit of title insurance.

Subject to: Building and Use Restrictions and Easements of record, if any.

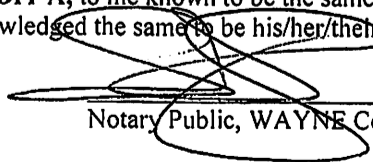
Dated: April 21, 2017



JOANNE E. SANOM, A SINGLE WOMAN, BY
ALBERT C. SANOM, HER ATTORNEY IN FACT,
WHOSE POWER OF ATTORNEY IS HERETO
ATTACHED AS EXHIBIT A

STATE OF MICHIGAN
COUNTY OF WAYNE

On this 04/21/2017, before me, a Notary Public in and for said County, personally appeared JOANNE E. SANOM, A SINGLE WOMAN, BY ALBERT C. SANOM, HER ATTORNEY IN FACT, WHOSE POWER OF ATTORNEY IS HERETO ATTACHED AS EXHIBIT A, to me known to be the same person (s) described in and who executed the foregoing instrument and then acknowledged the same to be his/her/their free act and deed.



Notary Public, WAYNE County, MICHIGAN

STACEY D. COURY

Notary Public, Wayne County, MI

My Commission Expires 5-5-2019

Acting in Wayne County

My Commission Expires:

Drafted By: Robert Hollander, Atty., 30300 Northwestern Hwy., Suite 304, Farmington Hills, Mi. 48334

Return To: JOANNE E. SANOM, C/O AL SANOM, 2880 ROBINA AVE, BERKLEY, MI 48072

EXHIBIT A

Lot 2048, except the Westerly 17.11 feet thereof deeded for widening of Fort Street. Emmon's Orchard Subdivision No. 2, as recorded in Liber 41, Page 88 of Plats, Wayne County Records.

Tax Identification Number(s): 45-012-08-1951-001 (FOR INFORMATIONAL PURPOSES ONLY, THE TAX LEGAL IS ASSESSED AS FOLLOWS: LOTS 1951 TO 1956 INCL EXC THE WLY 17.11 FT THEREOF ALSO LOT 2048 EXC THE WLY 17.11 FT THEREOF OF EMMONS ORCHARD SUBDN NO 2 L 41 P88 ALSO LOTS 675 AND 676 EXC THE WLY 17.11 THEREOF OF EMMONS ORCHARD SUBDN NO 1 L41 P81 EMMONS ORCHARD SUB NO. 2 PC 48 L41 P88 WCR)

ESCROW AGREEMENT

File Number: 44-00160

Property Address: 3563 FORT ST., LINCOLN PARK, MI 48146
Seller(s): JOANNE E. SANOM
Purchaser(s): FERNANDO LOPEZ AND ADRIANA SHAMAS
ESCROW AGENT: MICHIGAN TITLE INSURANCE AGENCY, INC.

WATER ESCROW

The water bill is a Lien against this property and if unpaid, can be placed on the next tax roll and/or the service discontinued. It is therefore necessary that the escrow agent withhold from the seller's proceeds and place in escrow, the sum of \$400.00, which was the agreed amount sufficient to insure the final water bill is paid. Seller should, therefore, contact the Water Department either the day of closing or the day of vacating, according to the purchase agreement executed between the parties herein, and arrange for a final reading, pay the bill and forward the paid receipt to the escrow agent which will enable us to refund the water escrow without delay. To expedite the refund, IT IS IMPORTANT THAT the sellers provide us with their forwarding address as soon as it becomes available.

In the event the escrow agent has not received the receipted bill as herein provided by the time the Sellers vacate the property, then the escrow agent has the option to procure and pay the bill from the escrow fund and forward the receipted bill to the sellers. **The escrow agent is acting to accommodate the buyer and seller, and therefore will not be responsible to pay the water or represent that amount withheld by us is sufficient to pay this bill.

OCCUPANCY FEE REFUND REMINDER

Received of above Seller(s), in accordance with the terms of the Purchase Agreement, the TOTAL ESCROW as calculated below:

Number of Days	Daily Rate	TOTAL ESCROW
N/A	\$0.00	\$0.00

as security for the occupancy charge. Said occupancy will commence on the day after closing and end in accordance to the number of days specified above, if not sooner terminated by seller. The Purchaser(s) shall be paid the amount due at the daily rate and the unused portion, if any as determined by the date, shall be returned to the seller when the property is vacated and the keys are surrendered to the Purchaser(s).

Your purchase agreement provides that the amount due each of you from the use and occupancy escrow shall be determined by the date the property is vacated and the keys are surrendered. For purposes of computation, the occupancy charge starts at 12:01 a.m. of the day after closing, and includes the day the keys are surrendered. Your checks will be mailed upon surrendering keys and/or submission of key release form. Should you desire to pick up your check please allow at least two (2) business days for processing.

SELLER EMAIL: _____ SELLER PHONE: _____

SELLER FORWARDING ADDRESS: _____

ACKNOWLEDGEMENT

In the event escrowed funds are undeliverable as described above, after 180 days Michigan Title Insurance Agency, Inc. will assess a monthly fee in the amount of \$25.00 to be charged against the escrowed funds representative of administrative fees. All funds received in this escrow, and any other funds received by Michigan Title Insurance Agency, Inc. in connection with the subject real estate transaction, shall be deposited with other escrow funds in one or more non-interest bearing escrow accounts of Escrow Agent in a state or national bank selected by Escrow Agent. Escrow Agent shall have no obligation to account in any manner to the parties to the escrow for value of any benefit received by Escrow Agent, directly or indirectly, by reason of the deposit of any such funds or the maintenance of such accounts with such bank, nor shall Escrow Agent have any obligation to pay any benefit to said parties. Such benefits may include, without limitation, credits allowed by such bank on loans to Escrow Agent or its parent company, and credits on accounting, reporting, and other services and products of such bank. Any such benefits shall be deemed additional compensation of Escrow Agent for its services in connection with this escrow. Escrow Agent shall not be liable for any delay in closing this escrow if the funds deposited in this escrow are not available for immediate withdrawal as a matter of right following deposit in such bank. Escrow Agent shall not be liable for any loss or impairment of said funds due to bank failure, insolvency, or suspension.

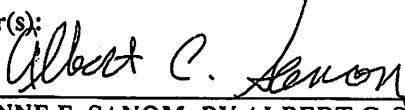
We hereby acknowledge receipt of a copy of this document and agree to its terms.

Dated: April 21, 2017

Purchaser(s):

FERNANDO LOPEZ

ADRIANA SHAMAS

Seller(s):


JOANNE E. SANOM, BY ALBERT C. SANOM,
ATTORNEY IN FACT

SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY
FOR COVERAGE WITHOUT STANDARD EXCEPTIONS

PROPERTY ADDRESS: 3563 FORT ST., LINCOLN PARK, MI 48146

I/WE, being first duly sworn, on oath, depose and state that I/We own the property as described in File Number: 44-00160

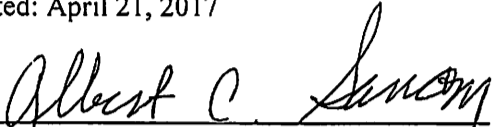
I/We have owned the property now being sold or mortgaged by me, and my/our enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my knowledge, nor do I/we know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to me, and more particularly:

1. No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.
2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.
3. ~~The land has a single family house/condominium. No separate building, garage or apartment is used as a second residence.~~
4. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners.
5. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights.
6. The Seller(s)/Owner(s), at present, and for a period of 365 days past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any material to be delivered to the premises for which charges therefor remain unpaid.
7. Any improvements we added to the land were authorized by a building permit.
8. We are not aware, and have not been told, that the improvements on the land violate any building permit, zoning, restrictions or covenants.
9. We are not aware, and have not been told, that the improvements on the land encroach over any building lines, easements or property lines.
10. We are not aware, and have not been told, that the improvements by our neighbors encroach over our property lines.
11. The land has actual pedestrian and vehicular access based on a legal right of access to the land.
12. There are no pending repairs or improvements to the street(s) adjacent to the land.
13. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises.
14. The undersigned has no knowledge of any due taxes or special assessments. All tax exemptions claimed were lawful.
15. The undersigned has not allowed and knows of no violations of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.
16. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner, either in the aforesaid county or any other county in the aforesaid state.
17. ~~All assessments by the homeowners' association for the subdivision/condominium are paid current and outstanding assessments are not yet payable.~~

This affidavit is given to induce Michigan Title North Agency, LLC, and its underwriter, to issue its title insurance policy or policies without exception to claims of materialmen's, contractor's and laborers' liens, survey matters, special assessments and rights of parties in possession, and as an inducement therefor, said affiant agrees to indemnify and hold Michigan Title Insurance Agency, Inc., Michigan Title North Agency, LLC, and its underwriter, harmless of and from any and all loss, cost, damage and expense of every kind, including Attorney's fees, which said Michigan Title Insurance Agency, Inc., Michigan Title North Agency, LLC, and its underwriter, shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.

We indemnify and hold harmless Michigan Title Insurance Agency, Inc., Michigan Title North Agency, LLC, and its underwriter, from any loss, liability, costs, expenses and attorneys' fee, including attorneys' fees to enforce this agreement, because of any errors or incorrectness of this affidavit and because of any defects, liens, encumbrances or other matters currently affecting or that may affect the title to the land before the recordation of our conveyance or the mortgage.

Dated: April 21, 2017


JOANNE E. SANOM, BY ALBERT C. SANOM,
ATTORNEY IN FACT

Subscribed and Sworn to before me, a Notary Public.


Notary Public, WAYNE County, MICHIGAN

STACEY D. COURY
Notary Public, Wayne County, MI
My Commission Expires 5-5-2019
Acting in Wayne County

PROPERTY ADDRESS: 3563 FORT ST., LINCOLN PARK, MI 48146
AFFIDAVIT OF LIEN RIGHTS

The undersigned attest that they are the Owner(s) and Purchaser(s), or are an authorized representative of the Owner/Purchaser, who personally knows the facts that relate to the matters attested to herein. The undersigned(s) if an authorized representative(s) of the Owner/Purchaser attests that he/she is empowered by the Owner/Purchaser to bind the Owner/Purchaser to the representations and undertakings made herein. The undersigned, in consideration of Michigan Title Insurance Agency, Inc., Michigan Title North Agency, LLC, and its Underwriter, issuing its Policy(ies) of title insurance insuring an interest in or title to the real estate described herein, and being first duly sworn and oath, deposes, states and warrants as follows: *TO THE BEST OF MY ACTUAL KNOWLEDGE*

1. That Owner(s) is/are the fee simple owner of, or has/have an ownership interest that entitles owner to possession and occupancy of the real estate referred to herein and is referred to in Michigan Title Insurance Agency, Inc. Commitment Number 44-00160. *AS*
2. That Owner(s) is/are a citizen(s) of the United States, of legal age, has/have not been married or divorced since purchasing the real estate and has/have never been known by any other name other than that used herein.
3. That Owner(s) have never installed urea-formaldehyde foam insulation nor have any knowledge of its presence in the said property.
4. That Owners' possession of the real estate has been peaceable and undisturbed and the title to the real estate has never been disputed or questioned.
5. That no proceedings in bankruptcy or receivership are pending which were instituted by or against any Owner, and the Owner(s) have never made an assignment for the benefit or creditors.
6. That there is not any action or proceeding now pending in any State or Federal Court in the United States, to which the Owner(s) are a party; nor is there any State or Federal Court Judgment, State or Federal Tax Lien, or any other State or Federal lien of any kind or nature against an Owner, which could constitute a lien or charge upon the real estate.
7. That there are not any taxes and/or special assessments on the real estate which are not fully paid, including but not limited to assessments, tickets or violations for sidewalks, streets, weed cutting, board-up, etc., and Owner has not received any notice of such.
8. That there are not any unrecorded easements, party walls, agreements, or rights-of-way, which encumber the real estate.
9. That there has been no new construction or repair work performed on the real estate for at least 120 days.
10. That there are not any unpaid bills or claims for labor, services, or material; nor any recorded or unrecorded mortgage, construction or improvement loans, chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, agreements not to sell or encumber, financing statements, or personal property leases; which affect the real estate or which affect any fixtures, appliances, or equipment now installed in or on the real estate.
11. That Owner(s) is/are in sole possession of the real estate, and that no other party has or claims a right of possession.
12. ~~Purchasers herein acknowledge the receipt of the Seller's Disclosure Statement.~~ *S*
13. The Purchaser(s) and Owner(s) herein acknowledge that the closing of this transaction is in full satisfaction of the Purchase Agreement on said property.

The Owner and Purchaser agree to hold Michigan Title Insurance Agency, Inc., and its Underwriter, harmless from any loss or claim arising because of title insurance protection provided a purchaser or lender in reliance in whole or in part on the completeness and correctness of the representations or attestations made herein.

Dated: April 21, 2017

Purchaser(s):

Fernando Lopez

FERNANDO LOPEZ

Seller(s):

Albert C. Sanom

JOANNE E. SANOM, BY ALBERT C.
SANOM, ATTORNEY IN FACT

Adriana Shamas

ADRIANA SHAMAS

Subscribed and Sworn to before me, a Notary Public.

[Signature]

Notary Public, WAYNE County, MICHIGAN

STACEY D. COURY
Notary Public, Wayne County, MI
My Commission Expires 5-5-2019
Acting in Wayne County

137947 / M 3627275



Administrative Offices
Credit Union ONE
400 E. Nine Mile Road
Farmdale, Michigan 48220-1769
Phone 248-398-1210
2724

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. ABSENCE OF THIS FEATURE WILL INDICATE A COPY.
Your savings account insured to \$250,000
National Credit Union Administration a U.S. Government Agency

NCUA

10146542

April 20, 2017

49-55/1031

Seventy-Three Thousand Five and 49/100 *****

\$73,005.49

CASHIER'S CHECK

PAY TO
THE ORDER
OF

MICHIGAN TITLE INSURANCE AGENCY, INC.

(SIGNATURE LINE)

3563 FORT ST LINCOLN PARK MI 48146

Memo

PAYABLE THROUGH
BOKF, NA
EUFALTA, OK

⑈ 10146542⑈ ⑈ 10310055⑈ ⑈ 014001001890⑈



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E.W. Smith Insurance Agency 1717 Fort Street Wyandotte MI 48192-3544		CONTACT NAME: Jason Durbin PHONE (A/C, No, Ext): (734) 284-4141 FAX (A/C, No): (734) 284-9847 E-MAIL ADDRESS: jdurbin@ewsmith.com	
INSURED F/A PROPERTIES, LLC DBA TIRE MALL 3563 FORT ST LINCOLN PARK MI 48146-4114		INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12FA0011 **2017-2018** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			04096853	04/21/2017	04/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	04096854	04/21/2017	04/21/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER JOANNE E. SANOM 2880 ROBINA AVE BERKLEY, MI 48072-3810	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Doug Ochmanek/CHEWET Douglas G. Ochmanek
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ACORD 25 (2014/01)
 INS025 (201401)

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City of Lincoln Park Planning and Development

Automotive Service Stations, Repair Centers, and Public Garages

§1294.14

- (a) Purposes. In order to regulate and control the problems of noise, odor, light, fumes, vibration, dust, danger of fire and explosion and traffic congestion, which result from the unrestricted and unregulated construction and operation of automotive service stations and automotive repair centers, and to regulate and control the adverse effects which these and other problems incidental to automotive service stations and repair centers may exercise upon adjacent and surrounding areas, the following regulations and requirements are provided for automotive service stations and repair centers located in any zone. All automotive service stations and repair centers erected after the effective date of this Zoning Code shall comply with this section. No automotive service station or repair center existing on the effective date of this Zoning Code shall be structurally altered so as to provide a lesser degree of conformity with this section than existed on the effective date of this Zoning Code.
- (b) Minimum Area and Frontage. An automotive service station or repair center shall be located on a lot having a frontage along the principal street of not less than one-hundred- fifty (150) feet and having a minimum area of fifteen-thousand (15,000) square feet.
- (c) Setbacks. An automotive service station or repair center building housing an office and/or facilities for servicing, greasing and/or washing motor vehicles shall be located not less than forty (40) feet from any street lot line and not less than fifteen (15) feet from any side or rear lot line directly adjoining a residentially zoned district. In cases where the side or rear line abuts an open public alley, the structure may be constructed on such property line.

No automotive fueling station, service station or repair center shall be permitted within a five thousand (5,000) foot radius of an existing automotive fueling station, service station or repair center. Measurement of the five thousand (5,000) foot radius shall be made from the outermost boundaries of the lot or parcel upon which the proposed automotive fueling station, service station or repair center will be situated.

- (d) Driveway and Curbs.
- (1) All driveways providing ingress to or egress from an automotive service station or repair center shall comply with the standards of Chapter 1290, Off-Street Parking and Loading, and shall not be more than thirty (30) feet wide at the property line. Not more than one (1) curb opening shall be permitted along any street. No driveway or curb opening shall be located nearer than twenty (20) feet to any corner or exterior line, as measured along the property line. No driveway shall be located nearer than thirty (30) feet, as measured along the property line, to any other driveway.
- (2) A raised concrete curb, six (6) inches in height, shall be erected along all street lot lines, except for driveway openings.

- (e) Paved Areas. The entire lot, excluding the area occupied by a building, shall be hard surfaced with concrete or a plant-mixed bituminous material, except desirable landscaped areas, which shall be separated from all paved areas by a raised concrete curb, six (6) inches in height.
- (f) Equipment Location. All lubrication equipment, motor vehicle washing equipment, hydraulic hoists and pits shall be enclosed entirely within a building. All gasoline and fuel pumps shall be located not less than fifteen (15) feet from any lot line and shall be arranged so that motor vehicles shall not be supplied with gasoline or serviced while parked upon or overhanging any public sidewalk, street or right of way.
- (g) Number of Pumps. An automotive service station or repair center located on a lot having an area of fifteen-thousand (15,000) square feet shall include not more than four (4) double gasoline and fuel pumps or eight (8) single gasoline and fuel pumps and two (2) enclosed stalls for servicing, lubricating, greasing and/or washing motor vehicles. An additional two (2) gasoline and fuel pumps and/or one (1) enclosed stall may be included with the provision of each additional two-thousand (2,000) square feet of lot area.
- (h) Walls. Where an automotive service station or repair center adjoins property located in any residential district, a solid, ornamental, masonry wall, six (6) feet in height, shall be erected and maintained along the interior lot line, or if separated from the residential district by an alley, then along the alley lot line. In addition, all trash areas or used tires, automotive parts and other items shall be enclosed on all sides by the required 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. All masonry walls shall be protected by a fixed curb or barrier to prevent vehicles from contacting the wall. The masonry wall may be required by the Building Superintendent where the service station or repair center adjoins a nonresidential use, such as a professional office building, clinic or day nursery, or a landscaped area of any other nonresidential use. Walls may be gradually reduced in height (e.g. stepped down) within twenty-five (25) feet of any street right-of-way line.
- (i) Lighting. All exterior lighting, including illuminated signs, shall be erected and hooded or shielded so as to be deflected away from adjacent and neighboring property, and shall comply with all requirements of this Zoning Code.
- (j) Prohibited Locations. No automotive service station, repair center, or public garage shall be located nearer than two-hundred (200) feet, as measured from any point on the property line, to any school, playground, church, hospital or other such use where large numbers of people congregate.
- (k) Outdoor Storage and Parking. All repair work shall be conducted completely within an enclosed building. There shall be no storage of vehicle components and parts, trash, supplies or equipment outside of a building. Outdoor storage or parking of vehicles or trailers, other than private passenger automobiles, shall be prohibited between 10:00 p.m. and 7:00 a.m. of the following day, except that equipment rental operations shall be permitted if incidental to the automotive service station or repair center, and if restricted to travel trailers or campers of under twenty-one (21) feet overall length, car-top carriers and similar auto accessories. Such operations shall be within fenced enclosures observing the same setbacks as required for buildings in the zoning district wherein the automotive service station

or repair center is located, and their storage area shall not exceed twenty percent (20%) of the area of the service station or repair center site.

- (a) Removal of Underground Storage Tanks. In the event that an automobile service station use has been abandoned or terminated for a period of more than one (1) year, all underground gasoline storage tanks shall be removed from the premises.
- (b) Signs. There shall be compliance with Chapter 1476, Signs, of the Building and Housing Code.
- (c) Waiver or Modification of Standards for Special Situations. In cases where an applicant is proposing to open a new automotive service station or repair center on a site that was previously a non-conforming service station, the Planning Commission may reduce or waive the minimum area, frontage, or setback standards, provided they determine that no good purpose would be served by upholding the minimum standards. In making such a determination to reduce or waive the requirements for the minimum area, frontage, or setbacks, the following may be considered:
 - (1) Extent that the proposed site can effectively accommodate and control the problems of noise, odor, light, fumes, vibration, dust, danger of fire and explosion, and traffic congestion associated with automatic service stations and repair centers.
 - (2) Extent that the proposed site can operate as an automotive service station or repair center without negatively impacting traffic safety or adjacent uses.
 - (3) Existing and proposed building placement.
 - (4) On-site traffic circulation.
 - (5) Proximity to residential uses.
 - (6) Visual impacts.

(Res. 98-340A. Passed 9-21-98; Res. 2012-258A. Passed 8-20-12, effective 9-5-12.)