LINCOLN PARK PLANNING COMMISSION
City Hall - Council Chambers
1355 Southfield Road | Lincoln Park, MI

## September 13, 2023 at 7 p.m.

## AGENDA

I. Call to Order
II. Roll Call
III. Approval of Previous Minutes
IV. Approval of Agenda
V. Old Business
VI. New Business
A. Conceptual Site Plan Review: 2575 Dix - Gas Station Expansion
B. Public Hearing: 2100 Southfield - Commercial Condominium
C. Site Plan Review: 2100 Southfield - Multi-Use Development
D. Site Plan Review: 2100 Southfield - Hotel
VII. Policy Review and Discussion
VIII. Education and Training
IX. Reports from Department and Other Boards and Commissions
A. City of Ecorse Master Plan Correspondence
X. Public Comments
XI. Comments from Planning Commissioners
XII. Adjournment

The City of Lincoln Park will provide necessary reasonable auxiliary aides 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; 313-3861800 ext. 1296

## CITY OF LINCOLN PARK <br> COUNTY OF WAYNE, STATE OF MICHIGAN <br> PLANNING COMMISSION MEETING OF JULY 12, 2023

A Planning Commission meeting of July 12, 2023, Lincoln Park City Hall at 1355 Southfield, Lincoln Park Michigan was called to order at 7:05 p.m. Mr. Persinger, Commencing with the Pledge of Allegiance.

PRESENT: Horvath, Persinger, LoDuca, Duprey, Hernandez<br>ABSENT: Kissel<br>EXCUSED: Palmer<br>ALSO PRESENT: John Meyers, Elizabeth Gunden, Dennis Miller, Lylian Ross, Michael Higgins, Hassan Darwiche, Edolis Gomez, Euponine Pierre, Kurt Kobiljak, Gus Schwartzkop, Mathhew Hoener

## APPROVAL OF MINUTES

Moved by: Duprey
Supported by: Persinger
MOTION CARRIED unanimously

## APPROVAL OF AGENDA

Moved by: Persinger
Supported by: LoDuca
MOTION CARRIED unanimously

## OLD BUSINESS

## A. PUBLIC HEARING: FORT ST - VACANT PARCEL CAR WASH

Public Hearing opened at 7:09 p.m.
Seeing no public comment and hearing no public comment.
Public Hearing closed at 7:10 p.m.
Meeting Reopened at 7:11 p.m.

## B. SPECIAL LAND USE FORT ST - VACANT PARCEL CAR WASH

The proposed Special Land Use approval would permit an automatic automobile wash facility (car wash) on a currently vacant lot. The site is served by Fort Street (east), Mill Street (north), and Fort Park Boulevard (west). The proposed use of an automatic automobile wash facility is permitted within the Municipal Business District (MBD) after Special Land Use approval under $\$ 1278.03$ of the Lincoln Park Zoning Code, and subject to $\$ 1296.02$.

I move that the Lincoln Park Planning Commission approve the request for a Special Land Use for a car wash facility at the property along Fort Street with parcel number 45-009-99-0010-702, as requested in PPC 23-005, based on an affirmative finding of compliance with the criteria set forth in Section 1262.08 of the Lincoln Park Zoning Code.

Moved by: LoDuca
Supported by: Persinger

Yay's: Horvath, Persinger, Loduca, Hernandez
Nay's:
Motion Approved

## NEW BUSINESS

## C. SITE PLAN REVIEW - 1611 DIX - BEAUTY SALON

The proposed project is a beauty salon. The existing building is currently vacant and was previously used as a real estate office.

The 0.12 -acre site is located on the corner of Dix Highway and O'Connor Avenue. There is an existing public sidewalk alone both rights-of-way, and the rear (east) side of the property abuts a public alley, which provider vehicular access to the site. The entire site is impervious surface, which includes the building and the parking area to the north.

Recommended that the City of Lincoln Park Planning Commission approve the site plan numbered PPC23-0010, proposing a beauty salon at 1611 Dix Highway and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal substantially complies with the requirements of $\S 1296.01$. This approval is conditional upon the submittal, within 45 days of the date of this report, of a revised Site Plan resolving the items noted above and subject to administrative review and approval.

Moved by: Persinger
Supported by: LoDuca

Yay's: Horvath, Persinger, LoDuca, Duprey Hernandez
Nay's: None.
Motion Approved

## D. SITE PLAN REVIEW - 3309 FORT OFFICE

The proposed project is "coating consulting services for commercial and industrial properties," which falls under the category of "offices and business services" in the Lincoln Park Zoning Ordinance. Activities in the building will include client meetings, business office activities, and limited storage of equipment and materials. The existing building on the site is currently vacant and was previously used as an auto parts retail store.

The 0.25 -acre site is located along the east side of Fort Street at the corner of Fort St. and Stewart Ave. There is an existing concrete sidewalk along both rights-of-way, and the rear (east) side of the property is separated from a residential neighborhood by an alley. Vehicular access to the site is via Fort St. and Stewart Ave. There is a concrete pedestrian walkway to the main entrance into the site facing Dix Highway. A lawn panel between Fort St. and the sidewalk is the only landscaped area on the site. There is a small parking area in front of the building.

Recommended that the City of Lincoln Park Planning Commission approve the site plan numbered PPC23-0006, proposing an offices and business services establishment at 3309 Fort Street and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal substantially complies with the requirements of $\S 1296.01$. This approval is conditional upon the submittal, within 45 days of the date of this report, of a revised Site Plan resolving the items noted above and subject to administrative review and approval.

Moved by: Persinger
Supported by: Duprey

Yay's: Horvath, Persinger, LoDuca, Duprey Hernandez
Nay's: None.
Motion Approved

## POLICY REVIEW AND DISCUSSION

## EDUCATION AND TRAINING

A. July Planning Report
a. Reviewed by Elizabeth Gunden

REPORTS FROM DEPARTMENTS AND OTHER BOARDS AND COMMISSIONS
Zoning Board of Appeals approved the former Sears site Hotel

## PUBLIC COMMENTS

Comment from Lylian Ross regarding the car wash and concerns with traffic flow. Mayor Higgins made a comment about Fort Street Storage.

## COMMENTS FROM PLANNING COMMISSIONERS

## ADJOURNMENT

Moved by: Persinger
Supported by: Duprey

MOTION CARRIED unanimously
Meeting adjourned at 8:09 p.m.


MICHAEL HORVATH, Secretary

# CITY OF LINCOLN PARK <br> COUNTY OF WAYNE, STATE OF MICHIGAN PLANNING COMMISSION MEETING OF AUGUST 9, 2023 

A Planning Commission meeting of August 9, 2023, Lincoln Park City Hall at 1355 Southfield, Lincoln Park Michigan was called to order at 7:00 p.m. Mr. Persinger, Commencing with the Pledge of Allegiance.

PRESENT: Horvath, Persinger, Kissel, Duprey,
ABSENT: Hernandez, LoDuca, Palmer
EXCUSED:
ALSO PRESENT: John Meyers, Kyle Wilkes, Elizabeth Gunden

APPROVAL OF MINUTES
Motion to table, lack of quorum.
Moved by: Duprey
Supported by: Persinger

## MOTION CARRIED unanimously

## APPROVAL OF AGENDA

Motion to table, lack of quorum.
Moved by: Duprey
Supported by: Persinger

## MOTION CARRIED unanimously

## POLICY REVIEW AND DISCUSSION

## EDUCATION AND TRAINING

A. July Planning Report
a. Reviewed by Elizabeth Gunden
A.Training: Site Plan Review training took place
B. August Planning Report was given by Elizabeth Gunden

## PUBLIC COMMENTS

## COMMENTS FROM PLANNING COMMISSIONERS

## ADJOURNMENT

Moved by: Persinger
Supported by: Duprey

MOTION CARRIED unanimously
Meeting adjourned at 7:53 p.m.


## 2575 Dix - Gas Station Expansion

Site Plan Review

| Applicant | Mohamad Kassem, represented by MA Designers, Inc. |
| :--- | :--- |
| Project | Gas Station Expansion |
| Address | 2575 Dix Hwy, Lincoln Park, Ml 48146 |
| Date | September 13, 2023 |
| Request | Conceptual Site Plan Review |

## 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 proposed project is an expansion of an existing gas station. The existing building on the east side of the property will be partially demolished and replaced with a new, larger building (total 2,850 sq. ft.), to be used as a convenience store and payment location for gas station customers.

## Site Conditions

The 0.35 -acre site is located along the east side of Dix Highway between Markese Avenue to the north and Champaign Avenue to the south. The site consists of two buildings (convenience store to be replaced and a vacant car wash building), gas pumping stations, and parking areas. There is an existing concrete sidewalk along all three rights-of-way, and the rear (east) side of the property is separated from a residential neighborhood by a vacated alley. There is vehicular access to the site via all three rights-of-way.

## Master Plan

## Future Land Use Classification

The future land use classification for the site is General Commercial. A gas station and convenience store are consistent with the designation.

## Intent, Desirable Uses, and Elements

The General Commercial land use is intended to provide retail goods and services on a city-wide scale as well as a regional scale that draw customers from within and outside the City. This is a suitable location for automobile-oriented uses that are not appropriate in pedestrian-oriented City areas such as the downtown, including as restaurants with car service, gas stations with or without convenience stores, minor auto repair shops, and car washes that comply with special design standards.

## Land Use and Zoning

## Zoning

The site is zoned Municipal Business District (MBD). An automotive fueling station with or without a convenience store is permitted after Special Land Use Approval per §1278.03(c).

Proposed and Existing Uses

| Site | Commercial (Gas Station \& Convenience <br> Store) - Municipal Business District (MBD) |
| :--- | :--- |
| North | ROW, then Commercial - Neighborhood <br> Business District (NBD) |
| East | Residential - Single Family Residential <br> District (SFRD) |
| South | ROW, then Commercial - Municipal <br> Business District (MBD) |
| West | ROW, then Commercial - Municipal <br> Business District (MBD) |



Figure 2: Zoning Map

## Site Plan Documents

The following site plan drawings have been used to perform this review and are part of the public record.

| Page | Sheet Title | Original Date | Last Revision |
| :---: | :--- | :---: | :---: |
| A-1 | Proposed Floor Plan / Proposed Elevations | $06 / 22 / 2023$ | - |
| A-2 | Proposed Elevations | $06 / 22 / 2023$ | - |
| SP-1 | Proposed Site Plan | $06 / 22 / 2023$ | - |
| SP-2 | No Title | $06 / 22 / 2023$ | - |

## Dimensional Standards

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

|  | Required | Provided | Compliance |
| :--- | :--- | :--- | :---: |
| Lot Width | Min. $40 \mathrm{ft}$. | $\sim 240.5 \mathrm{ft}$. | Met |
| Street Frontage <br> ( $(1294.09)$ | Shrubbery and low retaining walls <br> maximum $2 \frac{1}{2} 2^{\prime}<$ height $<8^{\prime}$ | Deciduous sugar maple height <br> not specified. | INQUIRY |
| Lot Area | Min. 4,000 sq. ft. | $\sim 22,368 \mathrm{sq} . \mathrm{ft}$. | Met |
| Lot Coverage | Max. $50 \%$ | $\sim(2,879.9+2,099.3) / 22,368$ <br> $=22.3 \%$ | Met |
| Height | 2-Story Building; 25 ft | 1 story | Met |
| Setback - Front | 0 | Dix Hwy: $\sim 63 \mathrm{ft}$. <br> Markese Rd: $\sim 1 \mathrm{ft}$. <br> Champaign Rd: $\sim 51.5 \mathrm{ft}$. | Met |
| Setback - Sides | 0 | Not Applicable | N/A |
| Setback - Rear | 0 | 0 ft. | Met |

Engineering comments state that the building, including its foundation, shall not encroach into the vacated alley. The detailed engineering plans shall have a detail so this can be verified.

## Items to be addressed

$\square$ Applicant shall provide details about expected heights of trees to ensure visibility along street frontage.
$\square$ Applicant shall provide details to ensure that the proposed building does not encroach into the vacated alley.

## 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 |
| :---: | :---: |
| - Building mass, height, bulk and width-to-height ratio within 50-150\% of buildings within 500' | Met |
| - Architectural variety <br> - Similar materials and entrances to buildings within $500^{\prime}$ <br> 1 block north on Dix Hwy. - single-story, square, flat roofs, auto-oriented. <br> 1 block south on Dix Hwy. - single-story, square, flat roofs, auto-oriented. | Met |
| 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) <br> Front Elevation (Dix Highway): ~79\% masonry $(792 / 1,007)$ <br> - Block: ~792 sf <br> - Glass (exempt): ~460 sf <br> - Aluminum: ~48 sf <br> - Unidentified material / metal: 167 sf <br> - Total Area: ~1,467 sf <br> East Elevation (rear): 96.7\% masonry ( $1,373 / 1,420.5$ ) <br> - Block: ~1,373 sf <br> - Aluminum: $\sim 47.5 \mathrm{sf}$ <br> - Total Area: ~1,420.5 sf <br> South Elevation (Champaign Rd): 92\% masonry (469/510) <br> - Block: ~469 sf <br> - Aluminum: ~15 sf <br> - Door: ~25.5 sf <br> - Total Area: ~510 sf <br> North Elevation (Markese Rd): 97\% masonry (495/510) <br> - Block: ~495 sf <br> - Aluminum: ~15 sf <br> - Total Area: ~510 sf <br> - $25 \%$ 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) <br> - Natural colors (bright for decorative features only) | Met |


| Required | Compliance |
| :---: | :---: |
| - Façade: <100' uninterrupted <br> - If $>100^{\prime}=$ recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed trim, brick bands, contrasting courses of material, cornices or porches <br> - All sides similar | Met |
| - Windows: vertical, recessed, visually obvious sills <br> - Spaces between windows = columns, mullions, or material found elsewhere on the façade <br> - Front facades > $25 \%$ windows Dix: $460 / 1,467.4=31.3 \%$ transparency, Markese: $0 / 510=$ 0\% transparency, Champaign: $0 / 510=0 \%$ transparency Size, shape, orientation, spacing to match buildings within 500' | NOT MET |
| - Main entrances: doors larger <br> - 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) | Met |
| - Pitched / shingled roof forms suggested; overhanging eaves with slope of 0.5 to 1 <br> - Rooflines $>100^{\prime}=$ roof forms, parapets, cornice lines <br> - Roof-top mechanical equipment screened by roof form. | Met |

## Items to be addressed

$\square$ Applicant shall revise the proposed north and south facades to meet the $25 \%$ transparency requirement.

## PRESERVATION OF SIGNIFICANT NATURAL FEATURES

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

There are no significant natural features to preserve.
Items to be addressed
None

## SIDEWALKS, PEDESTRIAN AND BICYCLE CIRCULATION

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

The site is served by a public sidewalk on all three sides of the site (Dix Highway, Markese Avenue, and Champaign Road) which provides pedestrian circulation separated from vehicular circulation. There are no bicycle lanes on the ROW or bicycle parking facilities proposed. Any broken, cracked, or unsafe sidewalks in the right-of-way must be repaired.

Items to be addressed
$\square$ Applicant shall ensure that concrete sidewalks are brought up to City standards.

## 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 |
| :--- | :--- | :---: | :---: |
| $\begin{array}{l}\text { Convenience store, with } \\ \text { or without automotive } \\ \text { fuel service }\end{array}$ | $\begin{array}{l}\text { One (1) for every one-thousand (1,000) square } \\ \text { feet of gross floor area, plus spaces required } \\ \text { for automotive fuel service. The Planning } \\ \text { Commission may permit each fuel pump space } \\ \text { to count as one-half }(1 / 2) \text { of a required parking } \\ \text { space. }\end{array}$ | $\begin{array}{c}17 \text { spaces }+4 \\ \text { fuel pump } \\ \text { spaces }=21 \\ \text { spaces } \\ \text { proposed }\end{array}$ | Met |$]$


|  | Required | Proposed | Compliance |
| :---: | :---: | :---: | :---: |
| Parking Area Type B §1290.05 | Adequate means of ingress and egress shall be provided and shown | Existing ingress and egress provided via Dix Hwy, Champaign Rd, and Markese Rd. | 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 | Parking area has existing asphalt. | Met |
|  | Concrete curbs and gutters | Parking lot drains directly onto sidewalk and alley; no gutters. | NOT MET |
|  | When adjoining residential property and/or a residential street or alley: 6' solid masonry wall, ornamental on both sides, with bumper guards | Existing wall, fence, and buildings provide required screening. | 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. | Existing wall, fence, and buildings provide required screening. | Met |


|  | Entrance only from the adjoining principal <br> use or adjoining alley; no use of street for <br> backing or maneuvering | Street is not required for <br> maneuvering, but parallel <br> parking spaces along the site's <br> perimeter may pose challenges <br> to maneuvering. | INQUIRY |
| :--- | :--- | :--- | :--- |
|  | In all cases where such parking facilities abut <br> public sidewalks, a wall or curb at least six (6) <br> inches high, or steel posts twenty-four (24) to <br> thirty (30) inches high and not more than five <br> (5) feet apart, set three (3) feet in concrete, <br> shall be placed thereon so that a motor <br> vehicle cannot be driven or parked with any <br> part thereof extending within two (2) feet of spaces nearest <br> a public sidewalk. | Markese Road that abut the <br> public sidewalk include <br> parking block. 3 spaces parallel <br> to the gas convenience store <br> and Dix Rd. as well as 1 space <br> parallel to Champaign Rd. do <br> not have curbs but abut a <br> public sidewalk. These four <br> spaces require curbs - <br> however, these spots are also <br> unnecessary and <br> recommended to be removed. | INQUIRY |

Parking standards are fulfilled, but four of the site's parking spaces pose challenges to safely maneuvering as well as entering and exiting the gas station - cars leaving these spots could pose a danger to cars who are entering along Dix Ave. and Champaign Rd. Removing these spots from the plan will increase the site's safety and room for maneuvering while still meeting the minimum parking requirement. Removing these spots also alleviates the need for curbs to present a barrier along public sidewalks.

## Items to be addressed

$\square$ Applicant shall remove 4 parallel parking spaces - 3 parallel to Dix Ave, and 1 parallel to Champaign Rd. to ensure appropriate maneuvering and safe ingress/egress to site. This removes the requirement for curbs along these spaces that abut public sidewalks.

## BARRIER-FREE ACCESS

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

| Required Spaces | Required Barrier-Free Spaces | Proposed Barrier-Free Spaces | Compliance |
| :---: | :---: | :---: | :---: |
| 1 to 25 | 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 |
| :---: | :---: | :---: | :---: |
| $2,001-5,000$ sf | 1 | 1 | Met |

Items to be addressed
None

## ACCESS, DRIVEWAYS, AND VEHICULAR CIRCULATION

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

The standards of this section shall be applied to the following major traffic routes (arterials) identified in the City of Lincoln Park Comprehensive Development Plan: Southfield Rd., Fort St., Dix Ave., and Outer Dr.

| Required | Provided | Compliance |
| :---: | :---: | :---: |
| - Single two-way driveway or pair of one-way driveways <br> - Two-way: $25^{\prime}$ < 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 <br> - $25^{\prime}$ radii; $30^{\prime}$ radii where daily truck traffic expected <br> - Corner lots: one access point per street with $>100^{\prime}$ frontage <br> - If frontage $>300^{\prime}$ and documented need (ITE), may allow additional access with design restrictions <br> - If frontage $>600^{\prime}$, max of 3 drives may be allowed; one with design restrictions | - Two access points on Dix Hwy. <br> - Two access points on Dix Hwy. have widths of 28'. Sidewalk continues. <br> - No radii details provided <br> - Four access points <br> - Not Applicable <br> - Not Applicable | Met <br> Met <br> INQUIRY <br> NOT MET <br> N/A <br> N/A |
| - 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 $<300^{\prime}$ frontage; with sight distance problems; along congested or accident-prone roadway segments <br> - Connection to adjacent facilities may be required; site accommodation may be required for future connection to undeveloped adjacent property <br> - Letters of agreement or access easements required | Not applicable | N/A |
| - 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 <br> - Grass / groundcover only in 3' strip abutting driveway and ROW | Proposed landscaping in triangular unobstructed view area, but no height details for trees provided. | INQUIRY |


| Required | Provided | Compliance |
| :---: | :---: | :---: |
| - Trees permitted if trimmed between $30^{\prime \prime}$ and 6' from ground level |  |  |
| - May require drive to be located on the far side of the property from congested intersections <br> - >150' from signalized intersection or 4-way stop, or right-turn-only at $75^{\prime}$ from intersection <br> - >100' otherwise <br> - >200' from centerline of I-75 access ramps | Drive is about 390 ft . from nearest signalized intersection at Dix Hwy. and Champaign Rd. | Met |
| - Same side of street: Driveway spacing determined by speed limits in §1290.10. $40 \mathrm{mph}=185 \mathrm{ft}$. driveway spacing <br> - Across the street: Driveways directly aligned or $>150$ ' offset (excludes right-turn-only) <br> - 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 | - Nearest drive to north is $140^{\prime}$ and to south is $180^{\prime}$ <br> - Not Applicable <br> - Not Applicable | NOT MET <br> N/A <br> N/A |

The existing driveways do not meet the standards for number or location. Because the project is redeveloping an existing site, the Planning Commission has the authority to apply the standards to the maximum extent possible if it determines that compliance with all the standards of this section is unreasonable.
(4) For expansion and/or redevelopment of existing sites where the Planning Commission determines that compliance with all the standards of this section is unreasonable, the standards shall be applied to the maximum extent possible. In such situations, suitable alternatives which substantially achieve the purpose of this section may be accepted by the Planning Commission, provided that the applicant demonstrates that all of the following apply:
A. The size of the parcel is insufficient to meet the dimensional standards.
B. The spacing of existing, adjacent driveways or environmental constraints prohibit adherence to the access standards at a reasonable cost.
C. The use will generate less than five hundred (500) total vehicle trips per day or less than seventy-five (75) total vehicle trips in the peak hour of travel on the adjacent street, based on rates developed by the Institute of Transportation Engineers (ITE).
D. There is no other reasonable means of access.

## Items to be addressed

$\square$ Applicant shall provide radii details for the portion of the site along Dix Ave.
$\square$ Applicant shall provide details about expected heights of trees to ensure visibility along street frontage.

## 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.

Emergency vehicles may access the building via Dix Highway. Engineering comments state that the Lincoln Park Fire Department should review and approve these plans since the new building will prevent traffic from accessing the existing car wash and prevent access to the rear of the building.

## Items to be addressed

$\square \quad$ The Lincoln Park Fire Department shall review and approve the plans.

## 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 |
| :---: | :---: | :---: | :---: |
| $\begin{aligned} & \text { o } \\ & 0 \\ & 0 \\ & U \\ & 0 \\ & 0 \\ & 0 \\ & \widetilde{む} \\ & \vdots \end{aligned}$ | Greenbelt, $10^{\prime}$ width minimum with groundcover | The site is currently completely paved over, but the plan indicates that trees will be planted in this area. It is unclear if greenbelts are proposed or will be planted to accommodate landscaping plans. | INQUIRY |
|  | 1 tree and 4 shrubs per 40' of street frontage $=$ 240 ' of frontage on Dix $+93^{\prime}$ on Champaign + $108^{\prime}$ on Markese $=441$ lineal feet $/ 40=11$ 11 trees and 44 shrubs * $30 \%$ redevelopment credit $=3$ trees and 13 shrubs | 12 deciduous sugar maple, 8 juniper bush shrubs. The additional trees required account for the missing shrubs. | Met |
|  | Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge | No obscuring hedge. | NOT MET |


|  | Required | Proposed | Compliance |
| :---: | :---: | :---: | :---: |
|  | $10 \%$ of total lot area landscaped, including groundcover <br> $(22,368$ sf *0.1) $=2,237$ sf landscaping * 30\% redevelopment credit $=671$ sf | The planter boxes in each corner of the lot totaled 271.2 square feet which does not fulfill the redevelopment standard. However, it is unclear if the trees proposed along the street frontage will be accompanied by greenbelts which would bring this aspect into compliance. | INQUIRY |
|  | Interior landscaping to be grouped near entrances, foundations, walkways, service areas | Landscaping is near front entrance and walkways | Met |
|  | 1 tree per 400 sf of required landscaping and 1 shrub per 250 sf of required landscaping 671 sf $=1.68$ trees and 2.68 shrubs $=2$ trees and 3 shrubs with rounding | 12 deciduous sugar maple, 8 juniper bush shrubs. | Met |
| $\begin{aligned} & \tilde{0} \\ & \text { o } \\ & \text { o } \\ & \text { y } \\ & 0 \end{aligned}$ | ```1 \text { deciduous or ornamental tree per 10 parking} spaces 17 spaces = 1.7 trees =2 trees * 30% redevelopment credit = 0.6 trees = 1 tree``` | 12 deciduous sugar maple trees provided. | Met |
|  | 100 sf of planting area per tree |  |  |
| O <br> - <br> む <br>  | Waste receptacle: Decorative masonry wall of at least 6' with solid or impervious gate | Existing dumpster and 6' masonry enclosure provided. | Met |
|  | Abutting residential: greenbelt, $15^{\prime}$ with $5^{\prime}$ evergreens (PC may waive), and/or solid $6^{\prime}$ masonry wall ornamental on both sides | Existing wall, fence, and buildings provide required screening. | Met |

## Items to be addressed

$\square$ Applicant shall provide additional details on trees that will be planted along the frontage of each street and if there will be greenbelts.
$\square$ Applicant shall add an obscuring hedge to shield car lights from the ROW.
$\square$ Applicant shall remove proposed landscaping in the driveway on Champaign Road.

## 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.

All erosion and sedimentation measures are under the jurisdiction of Wayne County.
Items to be addressed

# $\square$ Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to comply with soil erosion control standards. <br> $\square$ A Soil Erosion and Sedimentation permit must be obtained from Wayne County. 

## UTILITIES

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

The site is served by public water and sewer. No new water line or sanitary sewer systems are proposed for the site. Engineering comments state that if the existing sanitary sewer is going to be reused, the architect should verify that the existing sanitary service is adequate to handle the required flows for the building's use. If it is being reused, it is important that the developer realize this existing sanitary service is old and may have reached its life expectancy. It is highly recommended that the existing sanitary sewer service be videotaped to determine the condition of the service lead. If the existing water service is being reused, it is important that the developer realize this existing water service is also old and may have reached its life expectancy. If the existing service is a lead-type service or undersized, it will be required to be removed and replaced. The design professional must verify the existing water service type, size, and lead capacity and should verify that the existing service is adequate to handle the required flows.

## Items to be addressed

$\square$ Applicant shall work with the City Engineer to verify the existing water service and sanitary service type, size, and determine the lead capacity for the proposed building use.
$\square$ It is highly recommended that the existing sanitary service be videotaped to determine the condition of the service lead.

## 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 management is under the jurisdiction of Wayne County. Engineering comments indicate that on-site drainage, including that from the proposed building, must not discharge to the abutting properties.

## Items to be addressed

Applicant shall work with the City Engineer to review stormwater system to determine the appropriate permitting process.

## LIGHTING

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

No lighting details provided.

## Items to be addressed

$\square$ Applicant shall provide manufacturer specifications to ensure that lighting is arranged to deflect away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets.

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.

No indication of adverse noise impacts is anticipated from the development.

## Items to be addressed

None

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

No location or details on mechanical equipment provided.

## Items to be addressed

Applicant shall provide the location and screening details for proposed mechanical equipment.

SIGNS
The standards of the City's Sign Code are met.
There is an existing sign at the corner of Dix Highway and Champaign Road. Signs shall be permitted by the Building Department in accordance with the Lincoln Park Sign Ordinance.

## Items to be addressed

$\square$ Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.

## 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.

The proposed use is expected to generate some quantity of hazardous materials or waste. Applicant shall provide documentation of compliance with State and Federal standards for storage, use, handling, and disposal. Applicant shall also provide record that existing tanks are not leaking.

Items to be addressed
$\square$ Applicant shall provide documentation of compliance with State and Federal standards for storage，use， handling，and disposal of hazardous materials and waste．
$\square$ Applicant shall provide record that existing tanks are not leaking．

## SITE DESIGN STANDARDS FOR USES PERMITTED AFTER SPECIAL APPROVAL

A／l applicable standards for uses permitted after special approval are met．

|  | Required | Proposed | Compliance |
| :---: | :---: | :---: | :---: |
|  | Frontage on principal street＞150＇ | ～240．5＇on Dix Hwy． | Met |
|  | Minimum area of 15，000 sf | $\sim 22,368 \mathrm{sf}$ | Met |
| $\begin{aligned} & \text { un } \\ & 0 \\ & 0 \\ & \sim \end{aligned}$ | Building $>40^{\prime}$ from street lot line Building $>15^{\prime}$ from side or rear lot line adjoining residential zoning（may abut open alley） | Dix Hwy：$\sim 63 \mathrm{ft}$ ． <br> Markese Rd：$\sim 1 \mathrm{ft}$ ． <br> Champaign Rd：～51．5 ft．0＇rear setback | NOT MET |
|  | $>5,000$ from existing similar use from lot line to lot line | Existing gas station． | N／A |
| $$ | ＜30＇wide at lot line | Outside drives are $26^{\prime}$ ，middle drive is $28^{\prime}$ | Met |
|  | 1 curb cut per street | 5 existing curb cuts， 1 on Markese Rd．， 2 on Dix Hwy， 2 on Champaign Rd． | NOT MET |
|  | ＞20＇from corner or exterior lot line | ～35＇to north lot line $>72^{\prime}$ to south lot line | Met |
|  | ＞30＇from other driveway | $<30^{\prime}$ between existing drives | NOT MET |
|  | 6＂curb along all street lot lines | Existing curbs | Met |
| $\begin{aligned} & \stackrel{\pi}{0} \\ & \stackrel{\pi}{0} \end{aligned}$ | Hard surfaced；curbs along landscape | Hard surfaced；existing curbs along landscaping | Met |
| $\begin{aligned} & \text { む } \\ & \text { む̃ } \\ & \text { 气̃ } \\ & \text { S. } \\ & \text { 心 } \end{aligned}$ | Lubrication equipment，motor vehicle washing equipment，hydraulic hoists and pits enclosed entirely within a building | No proposed equipment outside． | Met |
|  | Gasoline and fuel pumps＞15＇from any lot line | Existing pumps～27 from front lot line | Met |
|  | Vehicles shall not be serviced while overhanging public sidewalk，street，or right of way． | No proposed outdoor service area． | Met |
|  | Max of 4 double gasoline and fuel pumps or 8 single gasoline and fuel pumps and 2 enclosed stalls for service <br> 2 additional gasoline and fuel pumps and／or 1 enclosed stall for each additional 2，000 sf of lot area over 15，000 | 4 existing double pumps． | Met |


|  | Required | Proposed | Compliance |
| :---: | :---: | :---: | :---: |
| $\stackrel{n}{\pi}$ | Where adjoining residential district: 6' solid, ornamental, masonry wall along interior or alley lot line | Wall, building, and fence each work to screen the site from residential properties. | Met |
|  | Trash areas, tires, parts, etc. enclosed on all sides by 6 ' masonry wall | Existing dumpster and enclosure. | Met |
|  | Walls: same materials as principal building; brick, decorative block, pre-cast concrete with decorative pattern; painted principal building color scheme | Existing dumpster enclosure matches building. | Met |
|  | Protected by curb or vehicle barrier | Existing partial wall. | Met |
|  | May be required adjoining nonresidential use, e.g. office, clinic, day care, or landscaped area | N/A | N/A |
|  | May be stepped down 25' from ROW | N/A | N/A |
|  | >200' from school, playground, church, hospital, or other congregating use, property line to property line | >200' | Met |
| $\begin{gathered} \text { бu! yued } \\ \text { pue әбe.1075 10opłno } \end{gathered}$ | All work conducted completely within enclosed building | No proposed outdoor service area. | Met |
|  | No storage of parts, trash, supplies, or equipment outside of a building |  |  |
|  | Vehicle storage generally limited to private passenger automobiles between 10pm-7am; see 1294.14 for exceptions |  |  |

The site does not meet the standards for setbacks and driveways. Because this is an existing site, the City has historically permitted these conditions to remain.

## Items to be addressed

None

## OTHER AGENCY REVIEWS

The applicant has provided documentation of compliance with other appropriate agency review standards, including, but not limited to, the Michigan Department of Natural Resources, Michigan Department of Environmental Quality, Michigan Department of Transportation, Wayne County Drain Commission, Wayne County Health Department, and other federal and state agencies, as applicable.

## Items to be addressed

$\square$ Work in the Dix Highway right of way requires a permit from the Wayne County Road Commission.
$\square$ Applicant to secure all appropriate agency reviews as needed.

VARIANCES
There are no variances needed for the project.

## Items to be addressed

## None

## RECOMMENDATIONS

## Findings

The information submitted with this proposal is substantially in compliance with §1296.01, Site Plan Review.

## Conditions \& Waivers

$\square$ Applicant shall provide details about expected heights of trees to ensure visibility along street frontage.
$\square$ Applicant shall provide details to ensure that the proposed building does not encroach into the vacated alley.
$\square$ Applicant shall revise the proposed north and south facades to meet the $25 \%$ transparency requirement.
$\square$ Applicant shall ensure that concrete sidewalks are brought up to City standards.
$\square$ Applicant shall remove 4 parallel parking spaces - 3 parallel to Dix Ave, and 1 parallel to Champaign Rd. to ensure appropriate maneuvering and safe ingress/egress to site. This removes the requirement for curbs along these spaces that abut public sidewalks.
$\square$ Applicant shall provide radii details for the portion of the site along Dix Ave.
$\square$ Applicant shall provide details about expected heights of trees to ensure visibility along street frontage.
$\square$ The Lincoln Park Fire Department shall review and approve the plans.
$\square$ Applicant shall provide additional details on trees that will be planted along the frontage of each street and if there will be greenbelts.
$\square$ Applicant shall add an obscuring hedge to shield car lights from the ROW.
$\square$ Applicant shall remove proposed landscaping in the driveway on Champaign Road.
$\square$ Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to comply with soil erosion control standards.
$\square$ A Soil Erosion and Sedimentation permit must be obtained from Wayne County.
$\square$ Applicant shall work with the City Engineer to verify the existing water service and sanitary service type, size, and determine the lead capacity for the proposed building use.
$\square$ It is highly recommended that the existing sanitary service be videotaped to determine the condition of the service lead.
$\square$ Applicant shall work with the City Engineer to review stormwater system to determine the appropriate permitting process.
$\square$ Applicant shall provide manufacturer specifications to ensure that lighting is arranged to deflect away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets.
$\square$ Applicant shall provide the location and screening details for proposed mechanical equipment.
$\square$ Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.
$\square$ Applicant shall provide documentation of compliance with State and Federal standards for storage, use, handling, and disposal of hazardous materials and waste.
$\square$ Applicant shall provide record that existing tanks are not leaking.
$\square$ Work in the Dix Highway right of way requires a permit from the Wayne County Road Commission.
$\square$ Applicant to secure all appropriate agency reviews as needed.

## Recommendations

None - advisory only.







August 29, 2023
Ms. Liz Gunden, AICP
Beckett \& Raeder, Inc.
535 West William St. Suite 101
Ann Arbor, MI 48103-4978
Re: Gas Station Expansion at 2575 Dix
City of Lincoln Park, MI Hennessey Engineers Project \#72204

Dear Ms. Gunden:
Hennessey Engineers, Inc. completed our first review of the plans for the Planning Commission review for the above-mentioned project.

The project consists of partial demolition of an existing building and the construction of a new block building with a retail store. Listed below are some comments which are recommended to be addressed in the Preliminary Plan approval but would not be grounds for a reason for denial from an engineering feasibility standpoint:

1. Based on the site plan submitted, the existing utilities and utility leads for the commercial site are being reused. It is important that the developer realize these existing utilities are old and may have reached their life expectancy. It is our strong recommendation for the developer to at least videotape the existing sewer lead to determine its condition prior to performing any new renovation on or around the building. If the service lead needs to be replaced the installation of the new service will need to be inspected by our office.
2. The developer should verify with the City the existing water service type and size. If the water service is a lead service, it will have to be replaced. The developer's engineer or architect shall determine the water service lead type and capacity.
3. Any work proposed in the Dix Street right-of-way will require a Wayne County Department of Public Services (WCDPS) permit. This would include any utility connections and pavement repairs.
4. Any pavement, including sidewalk and drive approaches, adjacent to this site that are in poor condition must be replaced/repaired and shown on the plans.
5. The new construction will prevent traffic from accessing the existing car wash and prevent access to the rear of the building. There will be no setback distance to the property line. The Lincoln Park Fire Department should review and approve these plans.
6. The building, including its foundation, shall not encroach into the vacated alley. The detailed engineering plans shall have a detail so this can be verified.
7. The on-site drainage, including that from the proposed building, must not discharge to the abutting properties. The detailed engineering plans shall verify this requirement.

From an engineering feasibility standpoint, our office has no objection to the preliminary site plan. Therefore, it's our recommendation for preliminary site plan approval. Prior to the start of any construction, a permit from the City must be obtained. A detailed engineering review and approval will be required prior to permit issuance.

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

## Sincerely,

hennessey Engineers, INC


Richard J. McCarty, P.E.
Project Manager

## RJM/rjm

cc: John Kozuh, DPW Director, City of Lincoln Park<br>John Meyers, Building Official, City of Lincoln Park<br>Laura Passalacqua (D'Onofrio), Commercial Business Assistant, City of Lincoln Park Monserrat Contreras, Permit Clerk, City of Lincoln Park<br>James Hollandsworth, Lincoln Park Project Manager, Hennessey Engineers

R: Municipalities 70000 's Lincoln Park $\backslash 72000$ 's $\backslash 72204$ Gas Station Expansion@ 2575 Dix \2023-8-29_2575 Dix 1st PC Review_72204.docx

## MEMORANDUM OF LAND CONTRACT

THIS MEMORANDUM OF LAND CONTRACT entered into this 27 th day of August, 2019, by and between 2575 Dix Property, LLC, a Michigan Limited Liability Company, by: Mohamed Jaber, Sole Member, by: Ahmad Jaber, his attorney in fact whose power of attorney is recorded in Liber 55013 . Page 582 , Wayne County Records, whose address is 23400 Michigan Ave., \#301, Dearborn, MI 48124, hereinafter "Seller" and Dix Highway Station, LLC, whose address is 7730 Middlepoint, Dearborn, MI 48126 hereinafter "Buyer".

## WITNESSETH:

WHEREAS, Buyer and Seller have entered into a Land Contract of even date herewith; and
WHEREAS, the parties desire to enter into this Memorandum of Land Contract to give record notice of existence of said Land Contract.

NOW THEREFORE, in consideration of the Premises and for other good and valuable consideration, Seller acknowledges and agrees that they have sold to Buyer on the Land Contract dated August 27, 2019, the following described premises:

Land situated in the City of Lincoln Park, County of Wayne, State of Michigan, described as follows:
Legal description attached hereto and made a part hereof marked Exhibit " $A$ "
Commonly known as: 2557-2575 Dix Hwy., Lincoln Park, MI 48146-2510
Parcel ID No(s).: 45-010-07-1252-303 (as to Lots 1252 through 1263, except the Westerly 7 feet) and 45-010-07-1264-300 (as to East $1 / 2$ vacated alley)

The purpose of this Memorandum of Land Contract is to give record notice of the existence of said Land Contract.
Restrictions: Grantee agrees that for a period of ten (10) years commencing on August 27th, 2019 and ending on August 26,2029 , Cambridge Oil, LLC, its successors and assigns shall be the exclusive supplier of gasoline and other petroleum products to the property.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Land Contract and have caused their hands and seals to be affixed hereto the day and year first above written.


2575 Dix Property, LLC, a Michigan Limited Liability


## STATE OF Michigan



STATE OF Michigan
County OF Wayne

- Sla, Elzeh a Notary Public for the County of Wayne and State of Michigan, do hereby certify that 2575 Dix Property, LLC, a Michigan Limited Liability Company by: Mohamed Jaber, Sole Member by: Ahmad Jaber, his attomey in fact, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

(SEAL)
Drafted by:
Mohamed Jaber
23400 Michigan Ave., \#301
Dearborn, MI 48124

When recorded mall to:
Dix Highway Station, LLC
7730 Mlddlepoint
Dearborn, MI 48126

File No.:
VT2019-8009

Lots 1252 through 1263 inclusive except the Westerly 7.00 feet thereof, as deeded for highway purposes, also the West one-half of adjacent vacated alley, LINCOLNSHIRE NO. 3 SUBDIVISION of part of Private Claims 48 through 86 and 95, City of Lincoln Park, Wayne County, Michigan as recorded in Liber 49 of Plats on page 86, Wayne County Records and being more particularly described as follows:

Beginning at the intersection of the Easterly line of Dix Avenue ( 120 feet wide, as widened) with the Northerly line of Champaign Road ( 86 feet wide) sald point being distant South 88 degrees 25 minutes 45 seconds East 7.02 feet as measured along the Southerly line of Lot 1263 of said LINCOLNSHIRE NO. 3 SUBDIVISION, Liber 49, page 86 of plats, Wayne County Records, from the Southwesterly corner of said lot; proceeding thence from sald point of beginning, North 05 degrees 21 minutes 00 seconds East, along the Easterly line of said Dix Avenue, as widened, said line being 7.00 feet Easterly of, as measured at right angles to and parallel with the Westerly line of Lots 1263 through 1252 inclusive of said LINCOLNSHIRE NO. 3 SUBDIVISION a distance of 240.52 feet to the point of intersection of said street line with the Southerly line of Markese Avenue (60) feet wide; thence South 88 degrees 25 minutes 45 seconds East along the Southerly line of sald Markese Avenue, said line being also part of the Northerly line of said Lot 1252, measured distance of 82.98 feet (described 83.00 feet) to the point of intersection of said street line with the Westerly line of a public alley ( 20 feet wide); thence South 05 degrees 21 minutes 00 seconds West, along the Westerly line of sald public alley, said line being also the Easterly line of Lots 1252 through 1263 of sald subdivision, a distance of 240.52 feet to the point of intersection of said alley line with the Northerly line of said Champaign Road said point being also the Southeasterly corner of said Lot 1263; thence North 88 degrees 25 minutes 45 seconds Wost, along the Northerly line of said Champaign Road, said line being also part of the Southerly line of said Lot 1263, a measured distance of 82.98 feat (described 83.00 feet) to the point of beginning, also the West $1 / 2$ of the vacated alley adjoining sald land on the East, also the East $1 / 2$ of the vacated alley which adjoins Lot 1264, LINCOLNSHIRE NO. 3 SUBDIVISION on the West, including that part of said East $1 / 2$ vacated alley which adjoins the South $1 / 2$ of a vacated alley adjoining Lot 1264 on the North.

Case No.


Date Submitted $\qquad$

## City of Lincoln Park <br> APPLICATION FOR SPECIAL USE APPROVAL

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

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

## 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: $\qquad$
Mailing Address: $\quad 5710$ ROV Gr Curer
DIEARBONW ITELGUTS, ML. Y8IZ7
Email Address: MADESGGN 19 \&Altoo.com
Telephone:

$$
313-995-1515
$$

Fax: $\qquad$

- Property Owners) (if different from Applicant): Mohamed Kasscm
- Mailing Address:
 MI 48146
-Telephone: 313-212-4209 Fax:
 Location of Property: Street Address: 2575 Dix Aw $/$

Nearest Cross Streets: $\qquad$
Sidwell Number:
Property Description:
If part of a recorded plat, provide lot numbers and subdivision name. If not part of a recorded plat (i.e., "acreage parcel"), provide metes and bounds description. Attach separate sheets if necessary.
$\qquad$
$\qquad$
Property Size (Square Ft): 11,988 sit .35 (Acres):
Present Use of Property: GAN SIATLON NETALL
Proposed Use of Property: RETACL

## City of Lincoln Park

Special Use Application
Page 2 of 2
Existing Zoning (please check):

| G | SFRD Single Family Residential District | G | RBD Regional Business District |
| :--- | :--- | :--- | :--- | :--- |
| G | MFRD Multiple Family Residential District | G | CBD Central Business District |
| G | MHRD Mobile Home Park District | G | GID General Industrial District |
| G | NBD Neighborhood Business District | G | LID Light Industrial District |
| G | MBD Municipal Business District | G | CSD Community Service District |


| Type of Development | Number of Units | Gross Floor Area | Number of Employees <br> on Largest Shift |
| :--- | :---: | :---: | :---: |
| Detached Single Family |  |  |  |
| Attached Residential |  |  |  |
| Office |  |  |  |
| Commercial |  | 2850 צq. Ft | z |
| Industrial |  |  |  |
| Other |  |  |  |

## ATTACH THE FOLLOWING:

1. Six (6) individually folded copies of the site plan, sealed by a registered architect, engineer, landscape architect or community planner.
2. Proof of property ownership.
3. 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 clainn that may arise as a result of acceptance, processing, or approval of this application.


To be completed by City:
Date Submitted: $\qquad$
Received By: $\qquad$ Fee Paid: $\qquad$

PLANNING COMMISSION ACTION (RECOMMENDATION)
To Approve: $\qquad$ To Deny: $\qquad$ Date of Action: $\qquad$
Reasons for Action Taken: $\qquad$
Approved: $\qquad$ Denied: $\qquad$ Date of Action: $\qquad$
Reasons for Action Taken: $\qquad$

## Lincoln Park

Beckett \& Raeder

## APPLICATION FOR SITE PLAN REVIEW

CITY OF LINCOLN PARK
1355 SOUTHFIELD RD. LINCOLN PARK, MI 48146
PH: (313) 386-1800 | FAX: 313-386-2205

## NOTICE TO APPLICANT:

Applications for Site Plan Review by the Planning Commission must be submitted to the City in complete form at least thirty (30) days prior to the Planning Commission's meeting at which the proposal will be considered. City Staff will review the application for completeness. 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 pm. All meetings are held at the Lincoln Park City Hall.

## APPLICANT INFORMATION



PROPERTY OWNER (if different from Applicant)


- Attached written consent of property owner or lessee of property, if different than applicant.


## PROPERTY INFORMATION

## PROPERTY ADDRESS <br> 2575 DIX HWY. $\quad$ NEAREST CROSS STREETS BETWEEN

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 a metes and bounds description. Attach separate sheets if necessary.)

- Proposing pew l ADDITLON TO EXISTING BUILDING.
- I EMPLOfIEF AT EVFAY SHIFT. OWNARIS MANAGER, PANT TIME STOCK BOY. - OTEN Fam TO id Pm.

PROPERTY SIZE (square feet and acres)
1/,988 SQ.FT. .35 ACRES $\quad$ ZONING DISTRICT

## PROPOSED DEVELOPMENT

Present Use of Property: $\qquad$ GAS STATION - RETAIL

Proposed Use of Property: GAS SiATLON - RETAIL

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 | 2,850 49.ff. | 2 |
| Industrial |  | 2, |  |
| Other |  |  |  |

## PROFESSIONALS WHO PREPARED THE PLANS:



| NAME |  |  | ADDRESS |  |
| :--- | :--- | :--- | :--- | :--- |
| CITY | STATE | ZIP CODE | PHONE | EMAIL |

PRIMARY DESIGN RESPONSIBILTY

| NAME | ADDRESS |  |  |  |
| :--- | :--- | :--- | :--- | :--- |
| CITY | STATE | ZIP CODE | PHONE | EMAIL |
| PRIMARY DESIGN RESPONSIBILITY |  |  |  |  |


| NAME |  | ADDRESS |  |  |
| :--- | :--- | :--- | :--- | :--- |
| CITY | STATE | ZIP CODE | PHONE | EMAIL |

PRIMARY DESIGN RESPONSIBILITY

## ATTACH THE FOLLOWING:

Eight (8) individually folded copies of the site plan ( $24^{\prime \prime} \times 36^{\prime \prime}$ ), sealed by a registered architect, engineer, landscape architect, or community planner as well as ONE (1) electronic copy in PDF format.
A brief written description of the existing and proposed uses as identified in the "Narrative" section of the Site Plan Application Requirements Table, including but not limited to hours of operation, number of employees, number of employees on largest shift, number of company vehicles, etc.
Proof of property ownership or lease agreement.
$\square$ Review comments of approval received from County, State, or Federal agencies that have jurisdiction over the project, including but not limited to:

| Wayne County Road Commission | Wayne County Drain Commission |
| :--- | :--- |
| Wayne County Health Division | Michigan Department of Natural Resources |
| Michigan Department of Transportation | Michigan Department of Environment, Great Lakes, \& Energy |

## IMPORTANT

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 after the site plan approval.

## APPLICANT 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. Finally, I acknowledge that part of the site plan review process includes City staff entering the exterior of the property for site visits.


Date:


Signature of Applicant: $\qquad$ Date: $\qquad$

Signature of Property Owner:
Authorizing this Application


## TO BE COMPLETED BY THE CITY

| DATE SUBMITTED: | FEE PAID: |
| :--- | :--- |
| BY: | DATE OF PUBLIC HEARING: |
| PLANNING COMMISSION ACTION |  |
| $\square \quad$ APPROVED | DATE OF ACTION: |
| DENIED |  |

## 2100 Southfield

## Commercial Site Condominium

| Applicant |  <br> Design |
| :--- | :--- |
| Project | Commercial Site Condominium |
| Address | 2100 Southfield Road, Lincoln Park, Ml 48146 |
| Date | September 13, 2023 |
| Request | Commercial Site Condominium Recommendation |

PROJECT \& SITE DESCRIPTION


Fiaure 1: Aerial View

The proposed project is a commercial site condominium, to be known as South Dix Condominium, and would allow for a multi-use development to occur on the former Sear's property. The proposed commercial condominium will cover 11.5 acres and will include five units. Condominiums are a permitted form of land division and ownership, subject to the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended, and §1294.37 of the Lincoln Park Zoning Ordinance. The site plan reviews for the proposed development are under separate site plan reviews.

## Review Documents

| Page | Sheet Title | Original Date | Last Revision |
| :---: | :--- | :---: | :---: |
| - | Master Deed of South Dix Condominium | $08 / 2023$ | - |
| - | South Dix Condominium: Exhibit A Bylaws | $08 / 2023$ | - |
| 1 of 4 | Title Sheet | $08 / 09 / 2023$ | - |
| 2 of 4 | Survey Plan | $08 / 09 / 2023$ | - |
| 3 of 4 | Site Plan | $08 / 09 / 2023$ | - |
| 4 of 4 | Utility Plan | $08 / 09 / 2023$ | - |

## PLANNING REVIEW

The condominium development standards are described in §1294.37 of the Lincoln Park Zoning Ordinance. The applicant has provided all the required documents for review; however, the following items need to be addressed prior to review before the Lincoln Park City Council:
$\square$ The proposed master deed should have legal review by the City Attorney. The applicant shall provide an escrow fee for the attorney review.
$\square$ The applicant shall provide the property tax identifications numbers (Article II).
$\square$ The applicant shall provide the percentage of value for the proposed units (Article V, Section 2).
$\square$ The proposed Master Deed and Bylaws (Exhibit A) reference residential uses, and no residential uses are permitted in the Regional Business District. The applicant shall either note that additional zoning petitions would be required for any future residential uses or remove all references to residential uses and units.
$\square$ The list of prohibited uses in the proposed Bylaws notes "car wash establishments" as a prohibited use (Article $\mathrm{VI}(\mathrm{b})(8))$. The proposed use for Unit 1 is a car wash; therefore, the applicant shall amend this section of the proposed Bylaws.
$\square$ The applicant shall ensure that there are shared parking and cross-access easements included in the Master Deed.

## RECOMMENDATIONS

The Planning Commission provides a recommendation to City Council for condominiums, and City Council makes the final decision. The above-listed items should be addressed prior to review before the City Council.

## Proposed Motion

I move that the City of Lincoln Park Planning Commission recommend [approval / denial / tabling] of the proposed commercial site condominium at 2100 Southfield Road and consisting of the pages and revision dates found under 'Review Documents' above, based on the finding that the proposal substantially complies with the requirements of $\S 1294.37$. This approval is conditional upon the submittal, within 45 days of the date of this report, of revised documents resolving the items noted above, subject to administrative review, prior to review before the Lincoln Park City Council.

WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN No.
EXHIBIT "B" AMENDMENT TO THE MASTER DEED OF:

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO
CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE
 DESIGN PLANS ARE FILED AS PART OF THE CONSTRUCTION
ERT APPLICATOR, TH THE ENORCING AGNI FOR THE
 BUILDiNG DEPARTMENT O THE STATE DEPARTMENT OF lICENSING AND REGULATORY AFFAIRS,"

## SOUTH DIX CONDOMINIUM

CITY OF LINCOLN PARK, WAYNE COUNTY, MICHIGAN

DEVELOPER
SOUTH DIX, LLD
4036 TELEGRAPH ROAD, SUITE 201
BLOOMFIELD HILLS, MI 48302

ENGINEER
STONEFIELD
607 SHELBY STREET, SUITE 200
DETROIT, MI 48226

SURVEYOR
KEM-TEC \& ASSOCIATES
22556 GRATIOT AVENUE
EASTPOINTE, MI 48021

$$
\begin{aligned}
& \text { SHEET INDEX } \\
& \hline \text { 1. TITLE SHEET } \\
& \text { 2. SURVEY PLAN } \\
& \text { 3. SITE PLAN } \\
& \text { 4. UTLIITY PLAN }
\end{aligned}
$$

## PROPERTY DESCRIPTION






# MASTER DEED <br> OF SOUTH DIX CONDOMINIUM 

## A BUSINESS CONDOMINIUM WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO.

This Master Deed is made and executed this $\qquad$ day of August, 2023, by South Dix, LLC, a Michigan limited liability company (hereinafter referred to as the "Developer"), whose address is 4036 Telegraph Road, Suite 201, Bloomfield Hills, Michigan 48302.

## WITNESSETH:

WHEREAS, Developer desires, by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a business condominium under the provisions of the Michigan Condominium Act (being MCLA 559.101 et. seq.).

NOW, THEREFORE, upon the recording hereof, Developer establishes South Dix Condominium as a Condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns.

## ARTICLE I <br> TITLE AND NATURE

The Condominium Project is located in Wayne County, Michigan lying within the City of Lincoln Park and shall be formally known as South Dix Condominium, Wayne County Condominium Subdivision Plan No.: $\qquad$ . The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the numbers, boundaries, dimensions and areas thereof, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto and as may hereafter be amended from time to time. Each Unit now or hereafter established is intended for residential, commercial or ancillary use and is capable of individual utilization on account of having own entrance from and exit to a Common Element of
the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to the Unit owned by it.

## ARTICLE II LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

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

Part of Private Claim 51 and Private Claim 59, City of Lincoln Park, Wayne County, Michigan, described as: Beginning at the intersection of the Northerly line of Southfield Road, 194.00 feet wide, and the Westerly line of Private Claim 51, said Westerly line being the Westerly limits line of The City of Lincoln Park, Wayne County, Michigan; proceed along said Westerly line, North 28 degrees 47 minutes 58 seconds East, 718.44 feet; thence South 61 degrees 12 minutes 02 seconds East, 250.00 feet; thence North 28 degrees 47 minutes 58 seconds East, 50.00 feet; thence South 61 degrees 12 minutes 02 seconds East, 277.08 feet; thence North 28 degrees 47 minutes 58 seconds East, 162.00 feet; thence South 61 degrees 12 minutes 02 seconds East, 449.90 feet to the Westerly line of Dix Avenue, 120.00 feet wide; thence along said line, South 28 degrees 47 minutes 30 seconds West, 767.44 feet to the intersection of said Northerly line of Southfield Road; and thence along said line, North 70 degrees 40 minutes 19 seconds West, 990.57 feet to the Point of Beginning.

## Except:

Being a part of Private Claim 51 and Private Claim 59, City of Lincoln Park, Wayne County, Michigan, described as: Commencing at the intersection of the old Northerly right of way line of Southfield Road (M-39) (194 feet wide) and the Westerly line of Private Claim 51; thence South 70 degrees 40 minutes 19 seconds East 825.93 feet along the Northerly right of way line of said Southfield Road (M39) for a place of beginning; thence North 28 degrees 43 minutes 06 seconds East 44.96 feet; thence North 64 degrees 38 minutes 16 seconds West 15.94 feet; thence North 28 degrees 09 minutes 47 seconds East 88.46 feet; thence South 89 degrees 28 minutes 04 seconds East 19.02 feet; thence North 28 degrees 43 minutes 06 seconds East 88.72 feet; thence South 61 degrees 15 minutes 20 seconds East 162.71 feet; thence South 28 degrees 47 minutes 30 seconds West 203.25 feet along the Westerly right of way line of Dix Highway (formerly Dix Avenue) ( 120 feet wide); thence North 70 degrees 40 minutes 19 seconds West 164.64 feet along the Northerly right of way line of said Southfield Road (M-39) to the Place of Beginning.

Property Tax I.D. Nos.

## ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation,
deeds, mortgages, liens, land contracts, easements, rules, regulations, articles of incorporation or organization, bylaws and/or other instruments affecting the establishment, administration, or transfer of interests in South Dix Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Administrator. "Administrator" means the person or entity designated under Section 54(1) of the Act to administer the affairs of the Condominium and shall be the Developer, its successors or assigns, until such time as an incorporated association is established for such purposes. Any references to an association in the Condominium Documents, the Act or elsewhere shall be deemed to be a reference to the acting Administrator from time to time if no incorporated association has been established.

Section 3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed.

Section 4. City. "City" means the City of Lincoln Park, State of Michigan, a Michigan municipal corporation, and its successors and assigns.

Section 5. Common Elements. "Common Elements," where used without modification, means both General and Limited Common Elements as may be described or referenced in the Condominium Documents, as amended from time to time. There are no Common Elements in the Condominium as initially established except the beneficial easements referenced in Article IV, Section 1 hereof.

Section 6. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, as the same may be amended from time to time, and the Articles of Incorporation, bylaws and rules and regulations, if any, of the incorporated association established to serve as the Administrator.

Section 7. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements thereon and all easements, rights and appurtenances belonging to or benefiting South Dix Condominium as described herein.

Section 8. Condominium Protect, Condominium or Project. "Condominium Project," "Condominium" or "Project" means South Dix Condominium as a Condominium Project established in conformity with the provisions of the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe South Dix Condominium as a completed Condominium Project and shall reflect the entire land area in the Condominium that may be either added to, or withdrawn from, the Condominium from time to time under Articles VIII and IX hereof, and all Units and Common Elements therein, as constructed, and which shall express, to the extent appropriate, percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Wayne County Register of

Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 11. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. No tenant or occupant of the Project or any portion thereof shall, solely by virtue of such tenancy or occupancy, be a Co-owner; all tenants and other occupants of the Project shall be Co-owners only to the extent that they own one or more Units in the Project, as provided in the immediately preceding sentence. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

Section 12. Developer. "Developer" means SOUTH DIX, LLC, which has made and executed this Master Deed, and the successors and assigns thereof to whom or which are hereafter specifically or generally been assigned all or some portion of the rights of the Developer hereunder as reflected in an instrument or instruments hereafter duly recorded in the office of the Wayne County Register of Deeds.

Section 13. Development Period. "Development Period," for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer (or a successor to whom or which developmental rights have been assigned) owns any Unit in the Condominium.

Section 14. Kelly Lease. "Kelly Lease" shall mean that certain Lease being entered into contemporaneously herewith by and between Kelly's Office, LLC, as landlord, and Kelly Services, Inc., a Delaware corporation, as tenant ("Kelly") pursuant to which Kelly's Office, LLC is leasing to Kelly the Kelly Unit and the building and improvements constructed thereon, all as more particularly set forth in said Lease.

## Section 15. Kelly Unit. Unit 1 is sometimes referred to herein as the "Kelly Unit".

Section 16. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in South Dix Condominium, as described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by either the Co-owner(s) of the Unit within which they are located or the owners of Units in a condominium development that may in the future be created on a Unit or portion thereof, and shall not, unless otherwise expressly provided in the Condominium Documents as may be amended in accordance with the Act and this Master Deed, constitute Common Elements to any extent.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

## ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto, and the respective responsibilities for maintenance, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:
(a) Land and Related Improvements. The land described in Article II hereof, other than that portion identified as Units, including without limitation related improvements located therein as follows: trees; shrubs and grasses; irrigation benefitting General Common Elements; and signage and monuments for the Project.
(b) Storm Water Management Facilities. That portion of the storm water management facilities that service all Units in the Condominium and, in some instances, certain offsite property.
(c) Pathways and Common Site Lighting. The pathways and common site lighting located throughout the Project intended for the common use of all Units in the Project.
(d) Beneficial Easements. All easements referenced in Article II hereof or created herein after the recording hereof, or that are of a general benefit to the Condominium as a whole, whether lying inside or outside the Condominium Premises.
(e) Electrical and Telephone. The electrical transmission and telephone mains throughout the Project, up to the point of lateral connection to a Unit (which lateral connection may be either a main or service lead).
(f) Gas. The gas mains throughout the Project that service the whole Project, up to the point of lateral connection to a Unit (which lateral connection may be either a main or service lead).
(g) Water Transmission System. The water transmission system throughout the Project that services the whole Project up to the point of lateral connection to a Unit (which lateral connection may be either a main or service lead).
(h) Sanitary Sewer System. The sanitary sewer system throughout the Project that services the whole Project, up to the point of lateral connection to a Unit (which lateral connection may be either a main or service lead).
(i) Telecommunications. The telecommunications system, if and when it may be installed, throughout the Project that services the whole Project, up to the point of lateral connection to a Unit (which lateral connection may be either a main or service lead).
(j) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are located within the perimeter of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems and equipment described above may be owned by the local public authority, utility company or cable television company which provides the
pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest.

Section 2. Limited Common Elements. There are no Limited Common Elements in the Condominium at the time of recording the Master Deed. The Developer reserves the right to assign Limited Common Elements in the future pursuant to Article VI below. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner or Co-owners of the Unit to which the Limited Common Elements are assigned.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements are as follows:
(a) Co-owner Responsibilities. Except as otherwise provided elsewhere in this Master Deed, each Co-owner individually shall be responsible for all construction, decoration, maintenance, repair and replacement of all improvements within the Co-owner's Unit, including without limitation, the interior and exterior of any and all building(s), and other improvements constructed within its Unit. In general, the responsibilities of each Co-owner shall include, without limitation, the complete obligation to initially install, and thereafter keep in good repair, all buildings and other structures, as well as the parking area, located within each Unit and any appurtenant Limited Common Elements, together with all of the related utilities, landscaping and other improvements, in good and sufficient condition, in accordance with such aesthetic and the highest maintenance standards of a first class residential and commercial mixed use development. None of the Co-owners shall be individually responsible for maintenance, repair or replacement of any General Common Elements except as may specifically be provided in the Condominium Documents. Each Limited Common Element, to the extent any are created in the future, shall be maintained, repaired and replaced by the Co-owner of the Unit serviced by the Limited Common Element. Each Co-owner shall also be responsible for the maintenance, repair and replacement of that portion of all utilities and the storm water management facilities located within the Co-owner's Unit, except to the extent any portion benefits more than one Unit then the maintenance, repair and replacement shall be borne by the Administrator and upon which event the Administrator shall charge back all costs incurred by it for that purpose to the Co-owners of the Units benefiting from same. Each Co-owner shall also be responsible for maintenance of landscaping and sidewalks, if any, within any unpaved portion of a road right-of-way which adjoins such Unit which is not otherwise maintained by a public agency or the Administrator, as well as the road right-of-way that is located or to be located within the Co-owners Unit.
(b) Administrator's Responsibilities. The responsibilities for the maintenance, repair and replacement of all General Common Elements, including utilities to the extent not maintained by a governmental agency or public utility, shall be borne by the Administrator. The foregoing responsibilities shall include without limitation the maintenance, repair and replacement of the portions of the storm water management facilities that benefit the Project as a whole as well as those portions that benefit less than the whole Project but benefit more than one Unit and/or offsite properties.

Section 4. General Common Elements. The cost of maintenance, repair, replacement and preservation of all General Common Elements, including, but not limited to, all landscaping therein, the storm water management facilities and the General Common Element roadways, pathways (including the pathways located within easements reserved over the Units that benefit the whole Project), wetlands, bridge and landscaping, shall be undertaken by the Administrator. The Administrator shall establish a regular and systematic program of maintenance for the areas and facilities for which it is responsible to ensure that the physical condition and the intended
function of such areas and facilities shall be perpetually preserved and maintained. Notwithstanding the foregoing, the Unit \#1 Co-owner, or a designated property manager selected by the Unit \#1 Co-owner, shall have the sole authority and responsibility for 1), ice and snow removal and striping for all parking areas and sidewalks designated as General or Limited Common Elements, and 2) all grass cutting, trimming and general landscape work, maintenance of parking lot lighting fixtures located within all General and Limited Common Elements. All costs, including a reasonable management fee for performing the foregoing work, shall be paid by the Co-owners in accordance with Percentage of Value assigned to the individual Units pursuant to Article V of the Master Deed.

Section 5. Limited Common Elements. The Limited Common Elements are all parking areas and the areas depicted on the Plan as Limited Common Elements and are limited to the use of the Co-owners of the Units to which such Limited Common Elements are assigned on the Condominium Subdivision Plan and the tenants, guests and/or invitees of such Co-owners. The Developer reserves the right to establish additional Limited Common Elements, and to designate certain parking areas as limited common elements for the exclusive use of certain Co-owners or tenants of certain Units. All costs incurred in connection with the maintenance, repair and replacement of any Limited Common Elements shall be borne by the Co-Owner of the Unit to which such Limited Common Element is attached to or which is benefitted by such Limited Common Element.

Section 6. Use of Units and Common Elements. No Co-owner shall use its Unit or the Common Elements in any manner inconsistent with the purposes of the Project and City Ordinances, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of its Unit or the Common Elements.

## ARTICLE V <br> UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each of the Units in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of South Dix Condominium as prepared by $\qquad$ and attached hereto as Exhibit B. Within, above and beneath the surface of each Unit, it is intended that the Co-owners (and not the Developer) will construct residential and commercial improvements as permitted by the applicable codes and ordinances of the City of Lincoln Park. Each Unit shall include all that land located within the Unit boundaries, as shown on Exhibit B hereto and delineated with heavy outlines.

Section 2. Percentage of Value. The percentages of value initially assigned to the Units have been determined based upon the acreage of each Unit as set forth on the Condominium Subdivision Plan. The percentages of value for all Units as the date of this Master Deed are set forth below. The percentage of value assigned to each Unit shall be determinative of each Coowner's respective degree of undivided ownership interest in the Common Elements, the proportionate share of each respective Co-owner in the proceeds and expenses of administration of the Project and the value of such Co-owner's vote at any meetings of Co-owners. The total value of the Condominium is 100 percent.

| Unit Number | Percentage of Value |
| :---: | :---: |
| 1 | $\%$ |
| 2 | $\%$ |
| 3 | $\%$ |
| 4 | $\%$ |
| 5 | $\%$ |

## ARTICLE VI

CONVERTIBLE AREAS
Section 1. Designation of Convertible Areas. All Units and General Common Elements have been designated on the Condominium Subdivision Plan as "Convertible Areas" within which: (a) the individual Units may be expanded or reduced in size, otherwise modified and/or relocated; and (b) General and Limited Common Elements may be created, constructed, expanded or reduced in size, otherwise modified and/or relocated. Only the Developer or such other person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder.

Section 2. Developer's Right to Modify Units and/or Common Elements. The Developer reserves the right, in its sole discretion, during a period ending fifteen (15) years from the date of recording this Master Deed, to undertake, within the Convertible Areas the following: modify the size, location and configuration of any Unit in the Project; create new Units (not exceeding such number as shall be permissible under the applicable ordinances of the City of Lincoln Park); modify the boundaries and improvements in the General Common Elements; create and relocate pathways that service the whole Condominium; relocate easements that service the Condominium; relocate and create other connector road-ways; create Common Elements in the Project; and make other changes to the General Common Elements and Units as Developer determines in its sole judgment or of any other person to whom it specifically assigns the right to make such determination, so long as all such modifications are approved by the City of Lincoln Park, as may be required. Any private amenity maybe assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

Section 3. Developer's Right to Grant Specific Right of Convertibility. The Developer shall have the authority to assign to the Owner of a particular Unit the right of future convertibility for a specific purpose. Such assignment shall be by specific written authority duly executed by the Developer prior to the completion of the Development Period and shall be granted only at the sole discretion of the Developer.

Section 4. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion.

Section 5. Amendment of Master Deed. All modifications to Units and Common Elements made pursuant to this Article VI shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer. The percentages of value set forth in Article V hereof may be proportionately adjusted in order to preserve the same basic formula as set forth therein and to preserve a total value of $100 \%$ for the entire Project resulting from such amendments to the Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General and Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments.

Section 6. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the modified Units, Common

Elements and appurtenances. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VI.

Section 7. Consent of Interested Parties. All of the Co-owners and mortgagees of the Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article VI. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 8. Waiver of Convertibility Limitation. Section 31(g) of the Act limits to six years after recording the Master Deed the time within which condominium project convertibility rights generally may be exercised by a developer. Inasmuch as this Condominium is a commercial and residential mixed-use site condominium project which may take considerably longer than six years to develop, the ordinary six-year convertibility limitation is inappropriate for this development. Thus, this Article VI provides that the Developer's right to convert extends for a period ending no later than 15 years from the date of recording the Master Deed. Accordingly, all Co-owners, mortgagees and other persons interested or to become interested in the Condominium from time to time hereby expressly waive any right which they, or any of them, may have under the Act to require the exercise by Developer of its convertibility rights with respect to the Condominium within six years.

## ARTICLE VII <br> SUBDIVISION, CONSOLIDATION, RELOCATION OF UNIT BOUNDARIES AND OTHER MODIFICATIONS OF UNITS

Section 1. Realignment and Changes to Units; Subdivision or Consolidation of Units; Relocation of Boundaries. The Developer, its successors and assigns, may subdivide, realign or alter any Unit, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units and Common Elements. Such subdivision or realignment of Units, consolidation of Units or relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

Section 2. Redefinition of Units By Co-owners. Without the consent of any person other than an affected Mortgagee, one or more Co-owners may subdivide, consolidate or relocate the boundaries of a Unit and Common Elements by written request to the Association; provided, however, that any subdivision, consolidation or relocation of Unit boundaries during the Development Period shall require the written consent of the Developer. Any such subdivision, consolidation or relocation of Unit boundaries shall be in accordance with Sections 48 and 49 of the Act and this Article, as follows:
(a) Subdivision of Units. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating the Limited or General Common Elements in connection therewith, and reallocating the undivided interests in Common Elements and the percentages of value in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not be
effective until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Wayne County Register of Deeds.
(b) Consolidation of Units; Relocation of Boundaries. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating or deleting the boundaries, identifying the Units involved, reallocating the undivided interests in Common Elements and the percentages of value and providing for conveyancing between or among the Co-owners involved in the relocation of boundaries. The Co-owners requesting consolidation of Units or relocation of boundaries shall bear all costs of such amendment. Such relocation or deletion of boundaries shall not be effective until the amendment to the Master Deed has been recorded in the office of the Wayne County Register of Deeds.

Section 3. Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved above to Developer, its successors and assigns, and to Co-owners, each Unit resulting from such realignment or consolidation shall be separately identified by number and the percentage of value as set forth in Article V hereof shall be adjusted in accordance with the formula for determination of percentages of value as set forth therein. Such amendment or amendments to the Master Deed shall also contain such further definitions or redefinitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 4. Administration of Future Subdivision of Units. The Developer or the Coowner of a Unit may convert a Unit into a condominium, in accordance with the terms of the Act. In the event and if Units are further subdivided by the creation of a condominium within a Unit, a non-profit association shall be created to administer the resulting units created within the Unit being subdivided and that association shall then, for purposes of the Condominium Documents, be considered the Owner of the Unit subdivided and be entitled to the rights and subject to the obligations as Owner of that Unit as provided in the Condominium Documents.

## ARTICLE VIII EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to this initial Master Deed of South Dix Development and consisting of five (5) building site condominium units is hereby declared to be the initial stage of a potentially expandable condominium under the Act to contain in its entirety an indeterminate number of Units. Additional Units may be either of a land unit nature or an airspace nature.

The area within which additional development may occur is hereinafter referred to as the "Area of Future Development".

Section 2. Increase in Condominium Premises and Number of Units. Any other provisions of this Master Deed notwithstanding, the land area and/or number of Units in the Condominium may, at the sole option of the Developer or its successors or assigns, at various times, within a period ending no later than fifteen (15) years after recording this Master Deed, be
increased by the addition to this Condominium of any portion of the Area of Future Development together with any Units established therein or by the construction of structural Condominium Units within any building site Condominium Unit now or hereafter created.

Section 3. Expansion Not Mandatory. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the boundaries of the Condominium established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, continue to operate all or any portion of said Area of Future Development as rental development, or may establish the same as a separate condominium project (or projects), or any other form of development. Nothing herein contained shall be construed to limit Developer's lawful options in developing or operating the Area of Future Development. There are no restrictions on the election of the Developer to expand the Condominium other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the Area of Future Development described in this Article VIII nor is there any obligation to add portions thereof in any particular order or to construct any improvements thereon whatsoever.

Section 4. Waiver of Expansion Limitation. Section 32(c) of the Act limits to six years after recording the Master Deed the time within which condominium project expansion rights generally may be exercised by a developer. Inasmuch as this Condominium is a commercial and residential mixed-use site condominium project which may take considerably longer than six years to develop, the ordinary six-year expansion limitation is inappropriate for this development. Thus, this Article VIII provides that the Developer's right to expand the Project extends for a period ending no later than 15 years from the date of recording the Master Deed. Accordingly, all Coowners, mortgagees and other persons interested or to become interested in the Condominium from time to time hereby expressly waive any right which they, or any of them, may have under the Act to require the exercise by Developer of its expansion rights with respect to the Condominium within six years.

## ARTICLE IX

 CONTRACTION OF CONDOMINIUMSection 1. Right to Contract. As of the date this Master Deed is recorded, the Developer is establishing a Condominium Project consisting of five (5) site condominium units on the land described in Article II hereof, all as shown on the Condominium Subdivision Plan. Developer reserves the right to withdraw from the Project (either from this Master Deed or any future Amendment hereof) any Units and General Common Elements which are described and depicted on the Condominium Subdivision Plan, which area or areas shall be hereinafter known as "Contractable Areas." Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units included in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than fifteen (15) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than two (2). There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of any area hereafter designated as a Contractable Area, nor is there any obligation to withdraw portions thereof in any particular order.

Section 2. Withdrawal of Land. In connection with any such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land as may be hereinafter described in any amendment to the Master Deed as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the
land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to fifteen (15) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn. There is no obligation on the part of the Developer to withdraw from the Condominium Project all or any portion of the Contractable Area, nor is there any obligation to withdraw portions thereof in any particular order.

Section 3. Waiver of Contraction Limitation. Section 33(c) of the Act limits to six years after recording the Master Deed the time within which condominium project contraction rights generally may be exercised by a developer. Inasmuch as this Condominium is a commercial and residential mixed-use site condominium project which may take considerably longer than six years to develop, the ordinary six-year expansion limitation is inappropriate for this development. Thus, this Article IX provides that the Developer's rights to contract the Project extends for a period ending no later than 15 years from the date of recording the Master Deed. Accordingly, all Co-owners, mortgagees and other persons interested or to become interested in the Condominium from time to time hereby expressly waive any right which they, or any of them, may have under the Act to require the exercise by Developer of its contraction rights with respect to the Condominium within six years.

## ARTICLE X OPERATIVE PROVISIONS

Any expansion, contraction, subdivision, modification or exercise of the convertibility rights in the Condominium pursuant to Articles VI, VII, VIII or IX above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, contraction, subdivision, modification or exercise of the convertibility rights in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of $100 \%$ for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Condominium.

Section 2. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels being added to or withdrawn from the Condominium or otherwise modified by such amendment. In connection with any such amendment or amendment(s), Developer shall have the right to change the nature, size, shape or location of any Common Element previously included in the initial or subsequent phases of the Condominium for any purpose reasonably necessary to achieve the purposes of this Article.

Section 3. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed
and all amendments thereto and may, at Developer's election, eliminate or modify any portions of the Condominium Documents which are inapplicable due to the passage of time, changes in circumstances or other appropriate considerations.

Section 4. Consent of Interested Persons. All of the Co-owners of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI, VII, VIII and IX above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

## ARTICLE XI

## EASEMENTS, RESERVATIONS, RESTRICTIONS AND ENABLEMENTS

The Condominium is subject to the following easements, restrictions and agreements:
(a) Subject to existing easements of record, the Developer reserves the right and power to grant easements over, or dedicate portions of the Common Elements, if any, for utility, drainage, safety or construction purposes, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have appointed Developer and its successors as agent and attorney-in-fact to make such easements or dedications. After certificates of occupancy are issued for the buildings that are located within all of the Units that may be created or included within the Condominium, as the same may be expanded, or at any earlier time chosen by the Developer in its sole and absolute discretion, the foregoing right and power may be exercised by the Association.
(b) The Developer hereby reserves permanent, nonexclusive easements for ingress and egress over the roads and walks, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or storm water retention or detention areas, all of which easements shall be for the benefit of any land adjoining the Condominium now owned or that might hereafter be acquired by the Developer or its successors. These easements shall run with the land included in the Condominium in perpetuity.
(c) There shall be permanent, non-exclusive easements over and across the General Common Element roads and driveways constructed within the Condominium and any expansion thereof for ingress and egress to and from the Units in the Condominium by the Co-owners thereof and by the officers, employees, contractors, agents, customers and tenants of such Co-owners and the officers, employees, contractors, agents and customers of said tenants. Developer shall have the right to establish new public and private roads as may be necessary or desirable for the full development of the Condominium.
(d) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees and the Developer, in, on and over all Units, for access to the Units and the exterior of each of the buildings and appurtenances that comprise or are constructed within a Unit to conduct any activities authorized by this Master Deed or the Condominium By-Laws.
(e) The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Common Elements (but not the buildings that comprise or may be constructed upon any Unit), as may be necessary to develop, construct, and operate any and all Units established on the land described in Article II hereof, to fulfill their respective responsibilities of maintenance, repair and replacement of common amenities or improvements (whether or not such common amenities or improvements are integrated into the Project) and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.
(f) The Co-owners of each Unit shall have permanent, non-exclusive easements over, under and across the land included in the Condominium for the extension of and connection to such public and private utilities as may be constructed and installed within the Condominium; including, without limitation, water, sanitary sewer service, electricity, gas, telephone and internet services and telecommunications; provided that any Co-owner exercising this easement right shall take every reasonable action to avoid disrupting the use and enjoyment of any other Unit in the Condominium and in no event shall the rights granted herein be exercised by the Co-owners of any Unit (or any party acting on behalf of such Co-owners ) in a manner that requires the closure of an operating business within a Unit.
(g) Within all reserved easements for construction, installation and maintenance of public utilities, including drainage facilities, as shown on the Condominium Subdivision Plan, no structure, planting or other material shall be placed or altered so that it damages or interferes with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water drainage in and through the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant of any Unit after completion of construction of the buildings that comprise or are located upon such Unit. Each Unit Co-owner shall be liable for damage to service facilities and utilities thereon caused by the Unit Co-owner or such Co-owner's tenant, including damage to electric, gas, and telephone distribution lines and facilities therein.
(h) There shall exist for the benefit of the City or any emergency service agency, an easement over all roads in the Condominium for use by emergency vehicles. Said easement shall be for the purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, and other lawful governmental or private emergency services to the Condominium and the Co-owners thereof. This grant of easement shall be in no way construed as a dedication of any streets, roads or driveways to the public.
(i) In the event any improvements located on a Unit encroaches upon a General Common Element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance, repair and replacement thereof following damage or destruction.
(j) The Developer hereby reserves on behalf of itself, its successors and assigns, and the Administrator, perpetual easements to use the areas depicted on the Condominium Subdivision Plan attached as Exhibit B as "sign easement", for the purposes of maintaining, repairing and replacing all landscaping, irrigation system servicing same, and signage identifying the Condominium in general (and not any specific users or Co-owner), that is located in said easements. The Developer reserves the right to eliminate and/or to relocate the sign easements as
development of the Condominium progresses, subject, however, that any such relocation shall be subject to the reasonable approval of the Co-owner of the Unit in which the sign easement is located.
(k) Declaration. The land included in the Condominium will be subject to a certain Declaration at Liber $\qquad$ , Page $\qquad$ , Wayne County Records (add the Sears Declaration).

## ARTICLE XII

## DEVELOPER'S RIGHT TO USE FACILITIES

For as long as the Developer owns a Unit in the Condominium, the Developer, its successors and assigns, agents and employees may maintain such offices, reasonable parking, storage areas and other facilities on the Condominium as it deems necessary to facilitate the development and sale of the Condominium Project. For as long as the Developer owns a Unit in the Condominium, the Developer, its successors and assigns, agents and employees shall have such access to, from and over the Condominium as may be reasonable to enable the development and sale of the Condominium Project. Developer shall pay the cost related to such use and restore the facilities to a condition reasonably similar to their original status upon termination for such use.

## ARTICLE XIII AMENDMENT

This Master Deed, Bylaws (Exhibit A to the Master Deed) and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of 66-2/3\% of the Co-owners voting in accordance with percentages of value, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owner of such Unit nor may the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. Mortgagee Consent. Amendments shall require the approval of first mortgagees in accordance with Section 90a of the Act.

Section 3. By the Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself, its successors and assigns and on behalf of the Administrator, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or any other person for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially diminish the rights of a Coowner, and, in such event, Co-owner consent shall be required only under the conditions specified in Section 1 immediately above.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner, nor shall the percentage of value assigned to any Unit be modified without like consent, except as elsewhere provided in this Master Deed or the Bylaws attached hereto as Exhibit A.

Section 5. Termination, Vacation. Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of $100 \%$ of the Co-owners.

## ARTICLE XIV ASSIGNMENT

Any or all of the rights, powers, duties, obligations and responsibilities granted or reserved to or imposed upon the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be specifically or generally assigned or transferred by it to any other person or entity or to the Administrator. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds. Upon the recording in the office of the Wayne County Register of Deeds of any general assignment thereof, the Developer, as Developer and as Administrator, shall be fully released and discharged from any and all obligations, duties, responsibilities and liabilities of any nature which may be deemed to arise, in the past, present or future, by virtue of its capacity as Developer or Administrator, whether imposed by or arising under the Condominium Documents, the Act, any administrative rules promulgated under the Act or otherwise.

## ARTICLE XV KELLY UNIT RESTRICTION

Section 1. During the term of the Kelly Lease (including any and all extensions of said lease term), the area designated as "No Build Area" (the No Build Area more particularly identified in Exhibit "B") described on the Condominium Subdivision Plan, shall not be altered or reconfigured and there shall be no construction or erection of any buildings, or any changes to the methods of ingress and egress, direction of traffic, lighting or curbing.

Section 2. Throughout the term of the Kelly Lease (including any and all extensions of said lease term), it is expressly agreed that no Unit other than the Kelly Unit (including, without limitation, any portion of a Unit or any space in any building or improvement that may be located on any Unit (other than the Kelly Unit) now or in the future) may be used for the purpose of a staffing company or related purposes.

Section 3. Notwithstanding anything to the contrary contained in this Master Deed, this Article XV shall not be removed, modified or amended without the prior written consent of Kelly Services, Inc. during the term of the Kelly Lease (including any and all extensions of said lease term). Upon the termination or expiration of the Kelly Lease, this Article XV shall terminate automatically and be of no further force or effect.

## SIGNATURE PAGE TO MASTER DEED OF SOUTH DIX CONDOMINIUM

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed on this $\qquad$ day of August, 2023.

SOUTH DIX, LLC,
a Michigan limited liability company

By: $\qquad$
Jordan Jonna
Its: Manager

## STATE OF MICHIGAN ) ) ss. COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this day of August, 2023 by Jordan Jonna, Manager of South Dix, LLC, a Michigan limited liability company, on behalf of said company.

|  |
| :--- |
| State of Michigan, County of ___ , Notary Public |
| My Commission Expires: |
| Acting in Oakland County |

Drafted by and when recorded return to:
David W. Yaldo, Esq.
4036 Telegraph Road, Suite 204
Bloomfield Hills, Michigan 48302

# SOUTH DIX CONDOMINIUM EXHIBIT A BYLAWS 

## ARTICLE I ADMINISTRATION OF THE CONDOMINIUM

Section 1. Initial Administration by Developer. South Dix Condominium, a residential and commercial mixed use site Condominium Project located in the City of Lincoln Park, Wayne County, Michigan, shall be initially administered by the Developer which shall be responsible for any administration of the easements and affairs of the Condominium Project which may require administration in accordance with the Condominium Documents and shall be the designated person required by Section 54(1) of the Act to be the person required to administer the operation of the Condominium Project. Such entity shall be known as the Administrator which shall keep a detailed account of the expenditures and receipts, if any, affecting the Condominium Project and its administration and which shall engage in such other activities on behalf of the Condominium and its Co-owners as are required by the Act and the Condominium Documents. It is intended that the Developer will act as the Administrator for the sake of convenience inasmuch as it is deemed unlikely that there will be any necessary administration of the Condominium in the early stages of development. The rights and responsibilities of the Administrator shall be assigned and delegated by the Developer by written and recorded instrument to an incorporated association of Unit Coowners as Administrator. The Developer shall continue to act as Administrator until succeeded by an incorporated association of Co-owners as provided in Section 2 of this Article.

Section 2. Association of Co-owners. Because the Developer, as Administrator, initially will fulfill any operational and administrative functions for the Condominium which may be required, it will be unnecessary to create an incorporated association of Co-owners at the time of establishment of the Condominium as would be customary in the absence of such alternative administrative arrangements. Nevertheless, it will ultimately be necessary or desirable to establish a separate incorporated association of Co-owners for South Dix Condominium. The association shall be a non-profit membership corporation, organized under the applicable laws of the State of Michigan, and which shall, after incorporation, become responsible for the management, maintenance, operation and administration of the easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. When that occurs, each Co-owner shall be required to be a member of any such corporation and no other person or entity shall be entitled to membership except the Developer. The Developer, as Administrator, may establish such corporation at any time, in its discretion. When an incorporated association is established, the Administrator shall cause to be implemented Articles of Incorporation and Bylaws for such corporation in forms customary for similar types of owners’ incorporated associations.

Section 3. Certain Duties of Administrator. The Administrator, whether the Developer, successor Developer or an incorporated association, shall keep current copies of the Master Deed and exhibits thereto, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project.

## ARTICLE II ASSESSMENTS

All expenses arising from the management, administration and operation by the Administrator in pursuance of its authorizations and responsibilities as set forth in the

Condominium Documents and the Act shall be levied by the Administrator against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Unit Assessments. All costs incurred by the Administrator in satisfaction of any liability arising within, caused by, or connected with the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Coowners against liabilities or losses arising within, caused by, or connected with the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act. Notwithstanding the foregoing, to the extent the Condominium includes land owned by the City of Lincoln Park, the City of Lincoln Park shall be exempt during all times that the City owns the land, which shall include all City rights it acquires under easements, planned unit development agreements or otherwise, from the obligation to pay any and all assessments pursuant to this Master Deed and the attached Bylaws, as the same may, from time to time, be amended.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:
(a) Budget. The Administrator shall establish an annual budget in advance for each fiscal year and such budget shall project all normal expenses for the forthcoming year which may be required for the proper operation, management and operation of the Condominium Project and the General Common Elements, including capital repairs and replacements, in accordance with the Condominium Documents and in accordance with the Act. Copies of the annual budget shall be distributed to all Co-owners. Should the Administrator at any time determine that the assessments levied are or may prove to be insufficient to pay the costs of operation, management or maintenance in good repair (including capital repairs and replacements) of Common Elements, the Administrator shall have the authority to increase the general assessment to levy such additional assessment or assessments as it shall deem to be necessary. The Administrator shall also have authority, without any other Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The authority to levy assessment pursuant to this subparagraph shall rest solely with the Administrator for the benefit of the Co-owners and shall not be for the benefit of or enforceable by any creditors of the Co-owners.
(b) Special Assessments. Special assessments, in addition to those required in subsection (a) above (no including capital repairs and replaces with are covered in (a) above), may be made by the Administrator from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Condominium. Special assessments referred to in this subsection (b) shall not be levied without the prior approval of more than $66-2 / 3 \%$ of all Co-owners in number and in value.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Bylaws, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed. Assessments shall be payable by Co-owners in installments or at such times as may be determined by the Administrator commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Administrator in full on or before the due date for such payment. The Administrator may levy reasonable fines and late charges for the tardy payment of assessments. Each Co-owner shall be, and remain, personally liable for the payment of all assessments (including fines and late charges for delinquent payment
and costs of collection and enforcement of payment) pertinent to its Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable actual attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt itself from liability for its contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of its Unit.

Section 5. Enforcement.
(a) Remedies. In addition to any other remedies available to the Administrator, the Administrator may enforce collection of delinquent assessments together with all applicable late charges, interest, fines, costs, advances paid by the Administrator to protect its lien, actual attorney's fees (not limited to statutory fees) and other costs, by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the assessment levied against its Unit, the Administrator shall have the right to declare all unpaid installments of the assessment immediately due and payable. A Co-owner in default shall not be entitled to vote at any meeting of the Coowners so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under it. All of these remedies shall be cumulative and not alternative and shall not preclude the Administrator from exercising such other remedies as may be available at law or in equity.
(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Administrator the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Administrator to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law.
(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by certified mail, postage prepaid, addressed to the delinquent Co-owner at its or their last known address, of a written notice that one or more installments of the assessment levied against the pertinent Unit is or are delinquent and that the Administrator may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Administrator that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority
for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Coowner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in Wayne County prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Administrator may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Administrator elects to foreclose the lien by advertisement, the Administrator shall so notify the delinquent Co-owner and shall inform it that it may request a judicial hearing by bringing suit against the Administrator.
(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including late charges, interest, fines, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Administrator to protect its lien and other costs, shall be chargeable to the Co-owner in default and shall be secured by the lien on its Unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder or purchaser comes into possession of the Unit.

Section 7. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 8. Personal Property Tax Assessment of Condominium Property. The Administrator shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 9. Priority of First Mortgage, Lien for Taxes. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 10. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Administrator as to the amount of any unpaid assessments, whether regular or special, interest, late charges, fines, costs and attorney fees thereon. Upon written request to the Administrator accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Administrator shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs and other fees as may exist or a statement that none exist, which statement shall be binding upon the Administrator for the period stated therein. Upon the payment of that sum within the period stated, the Administrator's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments against the Condominium Unit, together with interest, costs, fines, late charges and attorney fees, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act.

Section 11. Road Improvements. At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the roads within or adjacent to the Condominium. The improvement may be financed, in part, by the creation of a special assessment
district or districts which may include South Dix Condominium. The acceptance of a conveyance or the execution of a land contract by any Owner or purchaser of a Condominium Unit shall constitute the agreement by such Owner or purchaser, his/her heirs, executors, administrators, or assigns, that the Administrator shall be vested with full power and authority to obligate all Coowners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Administrator and all Co-owners; provided, that prior to signature by the Administrator on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than $51 \%$ of all Co-owners. No consent of mortgagees shall be required for approval of said public road improvement.

All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

## ARTICLE III ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Administrator, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Administrator, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Administrator shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Administrator to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

## ARTICLE IV <br> INSURANCE

Section 1. Responsibilities of Co-owners. Each Co-owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to its Unit together with all improvements therein and for its personal property located therein or elsewhere on the Condominium Project. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner also shall be obligated to obtain insurance coverage for its personal liability for occurrences within its Unit and improvements thereto. The Administrator shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 1 or any liability to any person for failure to do so.

Section 2. Responsibilities of Administrator. The Administrator may secure liability and other insurance with respect to the acts, omissions or other risks of the Administrator in or
about the Condominium Premises and the General Common Elements thereof, for the benefit of the Administrator and each Co-owner, in such amounts as shall be determined by the Administrator.

Section 3. Authority of Administrator to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Administrator as his, her or its true and lawful attorney-in-fact to act in connection with all matters concerning the General Common Elements with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Administrator as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Administrator, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

## ARTICLE V <br> RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:
(a) Common Elements. The Administrator shall be responsible for the reconstruction and repair within the Condominium of all General Common Elements unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.
(b) Units. If the damaged property is a Unit (or any improvements therein), the Coowner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any other person or entity having an interest in such property, and such Coowner shall be responsible for any reconstruction or repair that it elects to make. The Co-owner shall in any event remove all debris and restore its Unit and the improvements therein to a clean and sightly condition as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with City Ordinances. Any such reconstruction or repair shall be substantially in accordance with plans and specifications approved by the City of Lincoln Park.

Section 3. Eminent Domain. The following provisions shall control upon any taking by eminent domain:
(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefore, be divested of all interest in the Condominium Project.
(b) Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the

Co-owners and their mortgagees in proportion to their respective interests in the Common Elements.
(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended, if appropriate, to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing equal value of Units in the Condominium totaling $100 \%$. Such amendment may be effected by the Administrator duly authorized without the necessity of execution or specific approval thereof by any Co-owner.
(d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Administrator promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.
(e) Applicability of the Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 4. Notification of Holders, Insurers and Guarantors of First Mortgages. In the event any first mortgage in the Condominium is held, guaranteed or insured and such holder, guarantor or insurer so requests in writing (stating its name, address and applicable mortgaged Unit number) to the Administrator, the Administrator shall give timely written notice to such requesting party of the following: (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit and dwelling securing such mortgage; (b) any 60 -day delinquency in the payment of assessments or charges owed to the Administrator with respect to the Unit and dwelling securing such mortgage; (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Administrator; and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

Section 5. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## ARTICLE VI RESTRICTIONS

Section 1. Uses. The Condominium is established to provide for very high standards for permitted uses, quality of construction and landscaping, and with the expectation that the development and use of the Condominium will serve as an example of the high expectation the Developer and the City have for other development in the general area.
(a) Permitted Uses. Units shall be used only for the permitted uses set forth in applicable zoning or other ordinances of the City of Lincoln Park and not in violation of any pertinent laws or regulations and all Co-owners and the Administrator shall, whenever required, obtain affirmative approvals or permits from the City of Lincoln Park and/or "Design Review Board" as may be established by the Developer as required by all applicable ordinances, any of the Enabling Documents, and other laws. The Project shall be maintained at all times in accordance
with high standards consistent with such uses and with other mixed-use subdivisions of similar nature. Leasing of Units shall be permitted for the foregoing purposes and shall be effectuated in compliance with Section 112 of the Act.
(b) Prohibited Uses. The following uses are prohibited:

1. Flea markets, vintage or used apparel retailing.
2. Automotive service centers, or tire, battery, and accessory center; new or used automobile/truck/marine/motorcycle/snowmobile/watercraft or other motor vehicle dealerships or sales or repairs of motor vehicles of all types, including without limitation, automobile showrooms and outdoor sales and display space for the exclusive sale of new and used motor vehicles, travel trailers, recreational vehicles, boats and mobile houses.
3. Gas stations and establishments whose primary use is retail sale or dispensing of automotive fuels, lubricants and minor accessories.
4. Dry cleaning establishments that provide on-site dry-cleaning services. Dry cleaning pick-up or drop off establishments shall be permitted, provided no dry-cleaning chemicals shall be stored or utilized on site and no on-site cleaning is allowed. The City shall be entitled to inspect such premises on reasonable notice to ensure compliance.
5. Repair shops for minor motor vehicles or small engines, such as lawnmowers, snow blowers or other small engine machinery and equipment, large appliances, furniture, motor vehicles, etc.
6. Outdoor displays and sales of Christmas trees, fireworks and other seasonal goods or services which are not ancillary to a primary retail business.
7. Golf driving ranges and miniature golf courses.
8. Car wash establishments.
9. Open air business whose exclusive use is the retail sales of plant material not grown on site and sales of lawn furniture, playground equipment, and other garden supplies.
10. Outdoor recreational space for adult or children's amusement parks, carnivals, rebound tumbling facilities. This provision does not apply to temporary events.
11. Retail facilities offering adult or pornographic books, magazines, videos, movies, novelties, clothing or similar items.
12. Food, drink, or entertainment establishments that permit inappropriate exhibition of the human body by employees, customers, or other persons on the premises. The City shall have full discretion in determining whether an alleged violation of this prohibition is "inappropriate."
13. Outdoor firearms shooting range.

This Section 1 shall not be amended without the prior written approval of the Developer, its successor or assign.

Section 2. Leasing and Rental. A Co-owner (including the Developer) may lease its Unit and the improvements within a Unit or portions thereof for the purposes set forth in Section 1 of this Article VI without notice to or consent from any Co-owner or other person interested in the Project except as otherwise provide in any mortgage on any Unit. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. All Co-owners, including the Developer, waive their right as Owners of Unit in the Project to receive from the other Owners notice of its intent to lease its Unit and copy of the proposed lease from, as provided in Section 112 of the Act.

Section 3. Co-owner's Maintenance Responsibilities; Misuse. Each Co-owner shall maintain its Unit and all improvements therein at all times in accordance with all applicable requirements of the City of Lincoln Park. Each Co-owner shall also use due care to avoid damaging any other Units including, but not limited to, the telecommunications, water, gas, sanitary, electrical, storm water drainage, or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. The use or discharge of firearms, other than as may be permitted by law to be discharged inside a building, is prohibited from anywhere in the Condominium. The use, discharge and sale of fireworks of any kind is prohibited from anywhere in the Condominium. Each Co-owner shall be responsible for damages or costs to the Administrator and/or other Co-owners resulting from negligent damage to or misuse of any of any other Units by it, or its employees, guests, agents or invitees.

Section 4. General Architectural Control. No building, structure or other improvement shall be constructed on any Unit, nor shall any exterior modification be made to any existing buildings, structures or improvements, including landscaping within a Unit, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons, and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. Any interpretations under Article VI of these Bylaws by Developer or any successor to which the rights under this Article VI are assigned shall be final. Developer may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any Co-owner whose proposed building, appurtenances and related improvements will cause the Administrator abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious development, and shall be binding upon all Co-owners. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Administrator, or successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from any Co-owner or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

Section 5. Building Construction. Exterior treatment of all improvements to be located within a Unit must be approved by the Developer. All buildings shall be constructed in accordance with applicable codes and ordinances of the City of Lincoln Park but shall, in addition, be constructed with high quality materials and in a manner so as to have the ability to withstand the normal causes of deterioration with normal maintenance procedures.

Section 6. Building Setbacks. Each building or other improvement constructed in the Condominium shall be built within setback lines imposed by the City of Lincoln Park. There shall be no exceptions to the foregoing requirements except as specifically approved by the City of Lincoln Park and by the Developer during the Development Period. The Developer shall not be subject to this provision except as City approvals may be required for any deviations or variances.

Section 7. Signs. No sign, poster or billboard of any kind shall be displayed on the Common Elements, so as to be visible from the Common Elements, except project signs installed by the Developer or Administrator and except project signs, ground signs, directional signs, building facade signs installed within a Unit indicating the name of the business, occupant(s) and/or Co-owner of the Unit; provided, however, that all signs, the materials and colors composing them, and their location shall be subject to applicable codes and ordinances and prior written approval of the Developer during the Development Period and thereafter by the Administrator.

Section 8. Prohibited Activities. No obnoxious or offensive trade or activity shall be carried on, nor shall anything be done on property located in the Condominium which may be or become an annoyance or nuisance by reason of noxious, offensive, unhealthy and harmful odors, fumes, dust, smoke, waste, noise or vibration beyond that normally and reasonably expected for the use as permitted by the City of Lincoln Park ordinances and regulations. No immoral, improper or unlawful activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time. No flammable, explosive or hazardous materials may be stored within a Unit or the improvements thereon except in compliance with Environmental Laws (as defined in Section 17 below) and except those consistent with the residential or business use of the Unit. Each Co-owner shall be accountable to the other Co-owner(s) for the conduct and behavior of its guests, tenants, employees, patrons or invitees transacting business in or visiting its Unit; and any damage to the Common Elements, or property of another Co-owner, caused by such guests, tenants, employees, patrons or invitees, shall be repaired at the sole expense of the Co-owner with whom said guests, tenants, employees, patrons or invitees are transacting business or visiting. Unit Coowners, their tenants, employees, guests, invitees and patrons shall not in any way obstruct use of the Common Elements of the Project.

Section 9. Aesthetics. All rubbish, trash, garbage and other waste shall be regularly removed from each Unit and shall not be allowed to accumulate therein. Trash receptacles shall be maintained in enclosed structures at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in its Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 10. Rules and Regulations. It is intended that the Administrator may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable rules and regulations consistent with the Act, the Master Deed and these Bylaws may be made and amended from time to time by any Administrator.

Section 11. Right of Access. The Administrator or its duly authorized agents shall have access to each Unit, but not any buildings located on a Unit without the prior consent of the owner of the building except in the event of an emergency and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Coowner thereof, for the purpose of inspecting the Project and taking whatever corrective action may be deemed necessary or proper by the Administrator consistent with the provisions of these

Bylaws, including providing necessary repairs or maintenance of Common Elements, inspecting and reading of any special utility metering devices and correcting any emergency originating in or threatening the Units; but the Administrator shall have no duty or obligation should it fail to do so. Subject to the foregoing and other provisions in the Master Deed, these Bylaws, the PUD Agreement and all other applicable governmental regulations and ordinances, each Co-owner shall be entitled to exclusive occupancy and control over its Unit, all improvements therein and all Limited Common Elements appurtenant thereto.

Section 12. Co-owner and Administrator Maintenance Responsibilities. Each Co-owner shall maintain its Unit, all improvements therein and any Limited Common Elements appurtenant thereto for which it has maintenance responsibility in accordance with the highest standards observed in a first class residential and commercial mixed-use development and generally in a safe, clean, tasteful, neat and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the trunk lines for telecommunications, water, gas, plumbing, electrical or other utilities and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit in the Condominium. Each Co-owner shall be responsible for damages or costs to the Administrator resulting from negligent damage to or misuse of any of the Common Elements by it, or its employees, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Administrator (in which case there shall be no such responsibility, unless reimbursement to the Administrator is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Administrator may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Likewise, the Administrator shall maintain the General Common Elements of the Condominium in accordance with the highest standards observed in first class commercial and residential mixed-use development are maintained and repaired.

Section 13. Reserved Rights of Developer to Enforce Condominium Documents. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a first-class residential and commercial mixed-use development for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Co-owners fail or refuse to carry out their obligation to maintain, repair, replace the improvements within their respective Units in a manner consistent with the maintenance of such high standards, then the Administrator shall have the right to enforce the Condominium Documents which right of enforcement shall include (without limitation) the right to impose a lien and/or an action therefor in the Wayne County Circuit Court.

Section 14. Temporary Buildings. Except as may otherwise be permitted by City Ordinance, no temporary building, trailer, tent, garage or building shall be used, temporarily or permanently, by any Co-owner or occupant of a Unit.

Section 15. Restrictions Applicable to Residential Units. All Units in the Condominium used for residential purposes shall be subject to the following:
(a) No profession or home industry shall be conducted in or on any part of a Unit without the prior approval of the Developer. Notwithstanding this restriction, the use of a model unit for the purpose of selling or leasing a residence shall be permitted, provided that such use shall not interfere with the right of quiet enjoyment of any resident in the Condominium or any separate condominium project that may be created within a Unit in the Condominium.
(b) No clothing or any other household fabrics shall be hung in the open or on any Unit (including any unit within a condominium created within a Unit) unless the same are hung from a
retractable clothes hanging device which is removed from view when not in use or unless the same is enclosed by a fence or other enclosure at least six (6) inches higher than such hanging articles, provided such fence or other enclosure is prior approved in writing by the Developer. No machinery shall be placed or operated upon any Unit (saving such machinery as is usual in the operation or maintenance of a private residence) except with the prior written approval of the Developer.

Section 16. Parking. No recreational vehicles, trailers, trailer houses, boats or mobile homes shall be brought upon or habitually parked on any Unit or Common Element, or in front of any residence or building, or between any residence or building, or upon any street. The foregoing restriction does not prohibit the temporary standing or parking of same for short periods of time in preparation for either use or off-site storage. Notwithstanding the foregoing, the use of portable or temporary buildings or trailers as field offices by contractors during construction in the Condominium is permitted.

Section 17. Hazardous Materials. No Co-owner shall use or permit the use of Hazardous Materials (as hereinafter defined) on, about, under or in its Unit, or the Condominium Project, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws (as hereinafter defined). Each Co-owner shall Indemnify, defend and hold harmless the other Co-owners from and against all claims, including but not limited to, costs of investigation, litigation and remedial response arising out of any Hazardous Materials used or permitted to be used by such Co-owner, whether or not in the ordinary course of business. "Hazardous Materials" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law. "Environmental Laws" shall mean all laws which relate to or deal with human health or the environment, all as may be amended from time to time.

Section 18. Placement of Pipelines and Utilities. No water pipe, gas pipe, sewer pipe, drainage pipe or franchise utilities shall be installed or maintained on any Unit or the Common Elements above the surface of the ground, except at the point of connection of such pipe or line to a building and except to hoses and movable pipes used for irrigation purposes.

Section 19. General. The purpose of this Article VI is to assure the continued maintenance of the Condominium with very high standards for its permitted uses. The Developer may, in its sole discretion, waive any part of the restrictions set forth in this Article VI due to unusual topographic, natural or aesthetic considerations or other circumstances which the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article VI may, in Developer's discretion, be assigned to the Administrator or other successor to Developer. The Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Administrator or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

## ARTICLE VII MORTGAGES

Section 1. Notice to Administrator. Any Co-owner who mortgages his Unit shall notify the Administrator of the name and address of the mortgagee, and the Administrator shall maintain such information in a book entitled "Mortgages of Units". The Administrator may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-
owner of such Unit. The Administrator shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. Insurance. The Administrator shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. In addition, the Administrator shall give each mortgagee, mortgage insurer and the guarantor of any mortgage on any Unit in the Condominium a timely written notice of any lapse, cancellation or material modification of any insurance policy maintained by the Administrator.

Section 3. Notification of Meetings. Upon request submitted to the Administrator, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Administrator and to designate a representative to attend such meeting.

Section 4. Notification of Foreclosure. The mortgagee of a first mortgage on a Unit shall give notice of foreclosure to the Administrator pursuant to Section 108(9) of the Act.

## ARTICLE VIII <br> VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned the value of which vote shall be equal to the percentage of value assigned to such Unit in Article V, Section 2 of the Master Deed.

Section 2. Eligibility to Vote. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article V1 or by a proxy given by such individual representative.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Administrator designating the individual representative who shall vote at meetings of the Administrator and receive all notices and other communications from the Administrator on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided. The Administrator shall maintain a certified list of all designated voting representatives listed by Unit numbers. Further, the Administrator shall produce the list of designated voting representatives at all meetings; post the list during meetings, including posting by electronic means if the meeting is conducted solely by remote communication.

Section 4. Quorum. The presence in person or by proxy of $60 \%$ in value of the Coowners qualified to vote shall constitute a quorum for holding a meeting of the Co-owners, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. All Co-owners participating by remote communication shall be counted towards quorum.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Administrator at or before the appointed time of each meeting of the Co-owners. Cumulative voting shall not be permitted. Proxies must be in writing signed by the designated voting representative and any written votes and any electronic votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than $50 \%$ of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the Co-owners. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the Co-owners.

## ARTICLE IX MEETINGS

Section 1. Place of Meeting. Meetings of the Co-owners shall be held at such suitable place convenient to the Co-owners as may be designated by the Administrator. Meetings of the Co-owners shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. Annual Meetings. Annual meetings of Co-owners shall be held at such regular annual intervals as the Administrator may determine each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Administrator. The Co-owners may transact at annual meetings such business as may properly come before them.

Section 3. Special Meetings. A special meeting of the Co-owners shall be held upon a petition signed by $1 / 3$ of the Co-owners presented to the Administrator. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. The Administrator shall serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Administrator by Article VII, Section 3 of these Bylaws shall be deemed notice served. Any Co-owner may, by written waiver of notice signed by such Co-owner, waive such notice, and such waiver, when filed in the records of the Administrator, shall be deemed due notice.

Section 5. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 6. Action Without Meeting. Any action which may be taken at a meeting of the members may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of
members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation of: (1) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (2) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 7. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

Section 9. Remote Communications. Co-owners may participate in meetings of Coowners by telephone conferencing or other remote communication provided that all members present at the meeting are advised of the means of remote communication and the following are met:
(a) the identity of the person communicating remotely can be verified.
(b) measures are in place so that the remote caller is able to participate in and hear the proceedings.
(c) votes or action by means of remote communication are recorded.

If the person participating remotely could have voted at the original meeting, then voting remotely at any adjourned meeting is also possible.

## ARTICLE X

POWERS AND DUTIES OF ADMINISTRATOR
Section 1. Powers and Duties. The Administrator shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 2. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-owners, and subject to any and all limitations upon such duties as elsewhere provided in the Condominium Documents, the Administrator shall have the responsibility specifically for following:
(a) To manage and administer the affairs of the Condominium Project to any extent required from time to time, it being recognized by all Co-owners that it is possible that there may never be any such management and administrative responsibilities.
(b) To levy and collect assessments from the Co-owners of the Condominium and to use the proceeds thereof for the purposes of the Condominium, if any.
(c) To carry insurance and collect and allocate the proceeds thereof, if it should ever become necessary.
(d) To rebuild utility improvements after casualty if it should ever become necessary.
(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
(f) To enforce the provisions of the Condominium Documents.

Section 3. Civil Actions. The Administrator has the authority to commence civil actions on behalf of the Co-owners subject to the prior approval of no less than a Majority of the Unit Owners; provided, however, the Administrator shall be permitted to bring a civil action to enforce the following: (i) provisions of the Condominium Master Deed and Bylaws and (ii) payment of assessments against and from the Co-owners. All civil actions requiring the approval of the Co-owners shall first be reviewed by the Administrator to evaluate its merit. A special meeting of the Co-owners shall be held for the purpose of voting on whether or not to proceed with the litigation. A special assessment to fund any such litigation will also require the prior approval of more than $66-2 / 3 \%$ of all Co-owners in number and in value. Each Co-owner shall have the right to enforce the provisions of this Section 3.

## ARTICLE XI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. When the association of Owners is established as provided in Article I above, the association shall be governed by a board of directors comprised of a number of persons equal to the number of Units in the Condominium. Directors shall serve without compensation.

Section 2. Selection of Directors. Each Co-owner member shall be entitled to designate one person as a director of the association for each respective Unit in the Condominium. In the event that the same person is selected as a director by more than one Co-owner member, that director shall have voting power equal to the number of Units that person represents on the board. Directors shall serve for one-year terms extending between each annual meeting.

Section 3. Powers and Duties. The board of directors shall have the powers and duties necessary for the administration of the affairs of the Administrator and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Vacancies. Vacancies in the board of directors shall be filled by designation of a new director by the member of the Co-owner that had designated the director leaving office.

Section 5. Removal. At any regular or special meeting of the association duly called with due notice of the removal action proposed to be taken, any one or more of the directors may be removed with or without cause by the association member(s) respectively entitled to select such director.

Section 6. Waiver of Notice. Before or at any meeting of the board of directors of the association, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 7. Quorum. At all meetings of the board of directors of the association, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of directors. If, at any meeting of the board of directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for purposes of determining a quorum.

Section 8. Fidelity Bonds. The board of directors may require that all officers and employees of the association handling or responsible for association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 9. Remote Communications. Board of directors may participate in meetings of directors by telephone conferencing or other remote communication provided that all directors present at the meeting are advised of the means of remote communication and the following are met:
(1) the identity of the person communicating remotely can be verified.
(2) measures are in place so that the remote caller is able to participate in and hear the proceedings.
(3) votes or action by means of remote communication are recorded. If the person participating remotely could have voted at the original meeting, then voting remotely at any adjourned meeting is also possible.

Section 10. Electronic Voting. Electronic voting is permitted.

## ARTICLE XII FINANCE

Section 1. Records. The Administrator shall keep detailed books of account, if it ever becomes necessary to do so, showing all expenditures and receipts of administration and any other expenses incurred by or on behalf of the Administrator and the Co-owners. Such accounts and all other records of the operation of the Condominium shall be open for inspection by the Co-owners during reasonable working hours. The Administrator shall prepare and distribute to each Co-owner at least once a year (in any year in which there have been any expenses of administration) a
financial statement, the contents of which shall be defined by the Administrator. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Condominium shall be an annual period commencing on such date as may be initially determined by the Administrator. The commencement date of the fiscal year shall be subject to change by the Administrator for accounting reasons or other good cause.

Section 3. Bank. Funds of the Condominium shall be initially deposited in such bank or savings association as may be designated by the Administrator and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by the Administrator from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or its successor or similar institution and may also be invested in interestbearing obligations of the United States Government.

## ARTICLE XIII <br> INDEMNIFICATION OF ADMINISTRATOR

The Administrator (and all officers and directors thereof) shall be indemnified by the Coowners against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon it in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which it (or any officer or director thereof) may be a party or become involved by reason of having been involved in the administration of the Condominium. In the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the person seeking such reimbursement or indemnification, the indemnification herein shall apply only if a majority of the Co-owners approve such settlement and reimbursement at a meeting of Co-owners called for consideration thereof. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which a person may be entitled. At least ten days prior to payment of any indemnification, the Administrator shall notify all Co-owners thereof. Further, the Administrator is authorized to carry liability insurance covering acts of the Administrator and its officers and directors in such amounts as it shall deem appropriate.

## ARTICLE XIV

## AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Administrator or may be proposed by $1 / 3$ or more of the Co-owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting of Coowners for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than $66-2 / 3 \%$ of all Co-owners in number and in value.

Section 4. By Developer. Prior to the expiration of the Development Period, these Bylaws may be amended by the Developer without approval from any Co-owner or any other person so long as any such amendment does not materially diminish the right of a Co-owner or mortgagee. No amendments hereto shall be effective without the Developer's written consent prior to the end of the Development Period. Both prior to and upon expiration of the Development Period, the Developer's written approval shall be required before amending Article VI, Section 1.

Section 5. By Mortgagee. Amendments shall require the approval of first mortgagees in accordance with Section 90a of the Act.

Section 6. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Wayne County Register of Deeds.

Section 7. Binding. A copy of each amendment to the Bylaws shall be furnished to every Co-owner after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

## ARTICLE XV <br> COMPLIANCE

The Administrator and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

## ARTICLE XVI DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

## ARTICLE XVII REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Administrator or another Co-owner or Coowners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Administrator or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Administrator, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Administrator or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Administrator shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Administrator, of monetary fines for such violations in accordance with such procedures as may be established by rules and regulations of the Administrator.

Section 5. Non-waiver of Right. The failure of the Administrator or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Administrator or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Administrator or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Administrator to compel enforcement of the terms and provisions of the Condominium Documents. In such a proceeding, the Administrator, if successful, shall recover the cost of the proceeding and reasonable attorney fees, as determined by the court. A Coowner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

## ARTICLE XVIII <br> ASSIGNMENT OF RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to another Administrator. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Administrator, at the conclusion of the Development Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's right to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be
terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

## ARTICLE XIX SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

## 2100 Southfield - Multi-Use Development

Site Plan Review

Applicant<br>South Dix LLC, represented by Eric Williams - Stonefield Engineering \& Design<br>Project Multi-Use Development<br>Address<br>Date<br>Request<br>2100 Southfield Road, Lincoln Park, MI 48146<br>September 13, 2023<br>Site Plan Review

## 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 proposed project is a two-phase, multi-site commercial development to be developed as a commercial site condominium. Phase 1 includes a car wash (4,572 sq. ft.), two retails plazas with drive-thrus ( 11,898 sq. ft. and 7,602 sq. ft), and a drive-thru restaurant ( $5,028 \mathrm{sq}$. ft.). Phase 2 includes two additional retail buildings ( $25,060 \mathrm{sq}$. ft. and 50,000 sq. ft .). The development will include the removal of the former Sear's building and associated remediation as well as the construction of paving, parking, landscaping, pedestrian amenities, and associated utilities for each unit and building. The Brownfield remediation plan and agreement are still in process. The proposed site condominium includes five units - the subject of this review is units one through four (unit five is a hotel development that is under a separate site plan review).

## Site Conditions

The 8.8-acre site is located on the western boundary of the City, north of Southfield Road. Access to the site is via Southfield Road and Dix Highway. The former Sear's building will be demolished, and this proposed development will occur on a vacant lot.

## Master Plan

## Future Land Use Classification

The future land use classification for the site is General Commercial. The proposed multi-use commercial development use is consistent with the designation.

## Intent, Desirable Uses, and Elements

The General Commercial land use is intended to provide retail goods and services on a city-wide scale as well as a regional scale that draw customers from within and outside the City. This is a suitable location for automobile-oriented uses that are not appropriate in pedestrian-oriented City areas such as the downtown, including as restaurants with car service, gas stations with or without convenience stores, minor auto repair shops, and car washes that comply with special design standards.

## Land Use and Zoning

## Zoning

The site is zoned Regional Business District (RBD). All the proposed uses are principally permitted in the district: "Automobile and other vehicle wash establishments" (§1282.02(c)), "All establishments with drivethrough service windows" (§1282.02(b)), "Retail services and retail stores" ( $\$ 1276.02(\mathrm{~g})$ via §1282.02(a) "Retail businesses whose principal activity is the sale or rental of merchandise within a completely enclosed building greater than sixty-thousand $(60,000)$ square feet of gross floor area ( $\$ 1282.02(\mathrm{n})$ ).

Figure 2: Zoning Map


## Proposed and Existing Uses

| Site | Commercial (vacant) - Regional Business District (RBD) |
| :--- | :--- |
| North | Commercial (vacant) - Regional Business District (RBD) |
| East | ROW then Commercial - Municipal Business District (MBD) |
| South | ROW then Commercial - Municipal Business District (MBD) |
| West | City of Allen Park |

## Site Plan Documents

The following site plan drawings have been used to perform this review and are part of the public record.

| Page | Sheet Title | Original Date | Last Revision |
| :---: | :--- | :---: | :---: |
| C-1 | Cover Sheet | $08 / 10 / 2023$ | - |
| C-2 | Site Plan (Overall) | $08 / 10 / 2023$ | - |
| C-3 | Site Plan (Unit 1 \& Unit 2) | $08 / 10 / 2023$ | - |
| C-4 | Site Plan (Unit 3) | $08 / 10 / 2023$ | - |
| C-5 | Site Plan (Unit 4) | $08 / 10 / 2023$ | - |
| C-6 | Grading Plan (Unit 1 \& Unit 2) | $08 / 10 / 2023$ | - |
| C-7 | Grading Plan (Unit 3) | $08 / 10 / 2023$ | - |
| C-8 | Grading Plan (Unit 4) | $08 / 10 / 2023$ | - |
| C-9 | Stormwater Management Plan (Unit 1 \& Unit 2) | $08 / 10 / 2023$ | - |
| C-10 | Stormwater Management Plan (Unit 3) | $08 / 10 / 2023$ | - |
| C-11 | Stormwater Management Plan (Unit 4) | $08 / 10 / 2023$ | - |
| C-12 | Stormwater Management Plan (Overall) | $08 / 10 / 2023$ | - |
| C-13 | Utility Plan (Overall) | $08 / 10 / 2023$ | - |
| C-14 | Landscaping Plan (Unit 1 \& Unit 2) | $08 / 10 / 2023$ | - |
| C-15 | Landscaping Plan (Unit 3) | $08 / 10 / 2023$ | - |
| C-16 | Landscaping Plan (Unit 4) | $08 / 10 / 2023$ | - |
| C-17 | Landscaping Details | $08 / 10 / 2023$ | - |
| C-18 | Lighting Plan (Unit 1 \& Unit 2) | $08 / 10 / 2023$ | - |
| C-19 | Lighting Plan (Unit 3) | $08 / 10 / 2023$ | - |
| C-20 | Lighting Plan (Unit 4) | $08 / 10 / 2023$ | - |
| C-21 | Soil Erosion \& Sediment Control Plan | $08 / 10 / 2023$ | - |
| C-22 | Construction Details | $08 / 10 / 2023$ | - |
| C-23 | Construction Details | $08 / 10 / 2023$ | - |
| C-24 | Construction Details | $08 / 10 / 2023$ | - |
| 1 of 5 | ALTA / NSPS Land Title Survey | $04 / 26 / 2022$ | - |
| 2 of 5 | ALTA / NSPS Land Title Survey | $09 / 05 / 2022$ | - |
| 3 of 5 | ALTA / NSPS Land Title Survey | $04 / 26 / 2022$ | - |
| 4 of 5 | ALTA / NSPS Land Title Survey | $04 / 26 / 2022$ | - |
| 5 of 5 | ALTA / NSPS Land Title Survey | $12 / 21 / 2022$ | - |
| WM1 | Standard Water Main Details | $05 / 01 / 2008$ | - |
| WM2 | Standard Water Main Details | $05 / 01 / 2008$ | - |
| SAN1 | Standard Sanitary Details | $05 / 01 / 2008$ | - |
| SAN2 | Standard Sanitary Details | $05 / 01 / 2008$ | - |
| STM1 | Standard Storm Details | $05 / 01 / 2008$ | - |
| STM2 | Standard Storm Details | $05 / 01 / 2008$ | - |
| G001 | Title Sheet, Sheet Index, + Locator Plan | - |  |
|  |  | $07 / 14 / 2023$ | - |


| Page | Sheet Title | Original Date | Last Revision |
| :--- | :--- | :---: | :---: |
| A101 | Building A Floor Plan | $07 / 14 / 2023$ | - |
| A102 | Building B Floor Plan | $07 / 14 / 2023$ | - |
| A103 | Building C Floor Plan | $07 / 14 / 2023$ | - |
| A104 | Building D Floor Plan | $07 / 14 / 2023$ | - |
| A301 | Building A Exterior Elevations | $07 / 14 / 2023$ | - |
| A302 | Building B Exterior Elevations | $07 / 14 / 2023$ | - |
| A303 | Building C Exterior Elevations | $07 / 14 / 2023$ | - |
| A304 | Building D Exterior Elevations | $07 / 14 / 2023$ | - |

## Dimensional Standards

The dimensional requirements of the Regional Business District (RBD) district are described in the chart below. (§1294.32, except where noted). The standards are evaluated for units one through four.

|  | Required | Provided |  | Compliance |
| :---: | :---: | :---: | :---: | :---: |
| Lot Width | Min. 40 | Unit 1 | $\sim 213 \mathrm{ft}$. | Met |
|  |  | Unit 2 | $\sim 336 \mathrm{ft}$. | Met |
|  |  | Unit 3 | $\sim 552 \mathrm{ft}$. | Met |
|  |  | Unit 4 | $\sim 276 \mathrm{ft}$. | Met |
| Street Frontage(§1294.09) | Shrubbery and low retaining walls maximum 2 $1 / 2^{\prime}<$ height $<8^{\prime}$ | Unit 1 | Proposed Red Maple \& Littleleaf Linden trees along street frontage that meet visibility requirements. | Met |
|  |  | Unit 2 | Proposed London Plan trees and shrubbery along street frontage that meet visibility requirements. | Met |
|  |  | Unit 3 | Proposed Red Maple, Willow Oak, \& Littleleaf Linden trees and shrubbery along street frontage that meet visibility requirements. | Met |
|  |  | Unit 4 | Proposed Willow Oak, \& Littleleaf Linden trees and shrubbery along street frontage that meet visibility requirements. | Met |
| Lot Area | Min. 4,000 sq. ft. | Unit 1 | 67,159 sq. ft. | Met |
|  |  | Unit 2 | 123,373 sq. ft. | Met |
|  |  | Unit 3 | 308,349 sq. ft. | Met |
|  |  | Unit 4 | 76,844 sq. f.t | Met |
| Lot Coverage | Max. 50\% | Unit 1 | 4,572 / 67,159 = ~6.8\% | Met |
|  |  | Unit 2 | 19,500 / 123,373 = ~15.8\% | Met |
|  |  | Unit 3 | 75,060/308,349 = ~24.3\% | Met |
|  |  | Unit 4 | 5,028 / 76,844 = ~6.5\% | Met |


|  | Required | Provided |  | Compliance |
| :---: | :---: | :---: | :---: | :---: |
| Height | 2-Story Building; 25 ft | Unit 1 | 25 ft . | Met |
|  |  | Unit 2 | 24 ft . | Met |
|  |  | Unit 3 | Building details not provided. | INQUIRY |
|  |  | Unit 4 | $21 \mathrm{ft} 2.5 in.$. | Met |
| Setback - Front | 30 ft . | Unit 1 | $\sim 114.7 \mathrm{ft}$. | Met |
|  |  | Unit 2 | $\sim 123 \mathrm{ft}$. | Met |
|  |  | Unit 3 | $\sim 85.5 \mathrm{ft}$. | Met |
|  |  | Unit 4 | $\sim 91 \mathrm{ft}$. | Met |
| Setback - Sides | 10 ft . (one) and 20 ft . (both) | Unit 1 | $\sim 98 \mathrm{ft}$. to the west, $\sim 28 \mathrm{ft}$. to the east | Met |
|  |  | Unit 2 | $\sim 16.5 \mathrm{ft}$. to the west, $\sim 21 \mathrm{ft}$. to the east | Met |
|  |  | Unit 3 | $\sim 47.5 \mathrm{ft}$. to the north, $\sim 200 \mathrm{ft}$. to the south | Met |
|  |  | Unit 4 | $\sim 102 \mathrm{ft}$. to the west, $\sim 45 \mathrm{ft}$. to the east | Met |
| Setback - Rear | 25 ft . | Unit 1 | $\sim 116.7 \mathrm{ft}$. | Met |
|  |  | Unit 2 | $\sim 154 \mathrm{ft}$. | Met |
|  |  | Unit 3 | $\sim 57.3 \mathrm{ft}$. | Met |
|  |  | Unit 4 | $\sim 147.7 \mathrm{ft}$. | Met |

Engineering comments state that Arlington Avenue shall be labeled, within its right-of-way, on the plans.

## Items to be addressed

$\square$ Applicant shall provide building and height details for the proposed Building E on Unit 3.
$\square$ Applicant shall label Arlington Avenue and right-of-way on the plans.

## 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 |
| :--- | :---: |
| Building mass, height, bulk, and width-to-height ratio within $50-150 \%$ of buildings within <br> $500^{\prime}$ | Met |


| - Architectural variety, similar materials and entrances to buildings within 500 | Compliance |
| :--- | :--- | :--- |
| 1 block east on Southfield - single-story, square, flat roofs, auto-oriented. | Met |
| 1 block west on Southfield - single-story, square, flat roofs, auto-oriented. |  |

Unit 1 (Building A)

| Required | Compliance |
| :---: | :---: |
| - 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) <br> North Elevation: 7\% (71/1,029) <br> - Masonry. ~71 sf <br> - Other materials (fiber cement, aluminum composite, aluminum): ~958 sf <br> - Glass (exempt): ~O sf <br> - Total Area: ~1,029 sf <br> South Elevation (Front on Southfield): 4\% Masonry (47/1,080) <br> - Masonry. ~47 sf <br> - Other materials (fiber cement, aluminum composite, aluminum): ~1,033 sf <br> - Glass (exempt): ~O sf <br> - Total Area: ~1,080 sf <br> East Elevation: 10\% Masonry $(233 / 2,444)$ <br> - Masonry. ~233 sf <br> - Other materials (fiber cement, aluminum composite, aluminum): ~2,211 sf <br> - Glass (exempt): ~384 sf <br> - Total Area: ~2,828 sf <br> West Elevation: 9\% Masonry (193/2,213) <br> - Masonry. ~193 sf <br> - Other materials (fiber cement, aluminum composite, aluminum): ~2,020 sf <br> - Glass (exempt): ~615 sf <br> - Total Area: ~2,828 sf <br> $25 \%$ 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) <br> - Natural colors (bright for decorative features only) Bright red | NOT MET |


| Required | Compliance |
| :---: | :---: |
| - Façade: < $100^{\prime}$ uninterrupted <br> - If $>100^{\prime}=$ recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed trim, brick bands, contrasting courses of material, cornices or porches <br> - All sides similar | Met |
| - Windows: vertical, recessed, visually obvious sills <br> - Spaces between windows = columns, mullions, or material found elsewhere on the façade <br> - Front facades $>25 \%$ windows Southfield Rd: $0 / 1,080=0 \%$ transparency <br> - Size, shape, orientation, spacing to match buildings within $500^{\prime}$ | NOT MET |
| - Main entrances: doors larger <br> - 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) | Met |
| - Pitched / shingled roof forms suggested; overhanging eaves with slope of 0.5 to 1 Flat roof <br> - Rooflines $>100^{\prime}=$ roof forms, parapets, cornice lines <br> - Roof-top mechanical equipment screened by roof form. No mechanical equipment shown. | NOT MET |

## Unit 2 (Building B)

| Required | Compliance |
| :---: | :---: |
| - 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) <br> North Elevation: $91 \%(3,152 / 3,474)$ <br> - Masonry (CMU): ~3,152 sf <br> - Other materials (aluminum): ~322 sf <br> - Glass (exempt): ~0 sf <br> - Total Area: ~3,474 sf <br> South Elevation (Front on Southfield): 22\% Masonry (486/2,233) <br> - Masonry (CMU, brick): ~486 sf <br> - Other materials (aluminum): ~1,747 sf <br> - Glass (exempt): ~1,241 sf <br> - Total Area: ~3,474 sf <br> East Elevation: 97\% Masonry (1,819/1,883) <br> - Masonry (CMU, brick): ~1,819 sf <br> - Other materials (aluminum): ~70 sf <br> - Glass (exempt): ~46 sf <br> - Total Area: ~1,935 sf <br> West Elevation: $87 \%$ Masonry $(1,641 / 1,881)$ <br> - Masonry (CMU, brick): ~1,641 sf <br> - Other materials (aluminum): ~240 sf <br> - Glass (exempt): ~54 sf <br> - Total Area: ~1,935 sf <br> $25 \%$ 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) <br> - Natural colors (bright for decorative features only) Natural colors | NOT MET |


| Required | Compliance |
| :---: | :---: |
| - Façade: <100' uninterrupted <br> - If $>100^{\prime}=$ recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed trim, brick bands, contrasting courses of material, cornices or porches <br> - All sides similar | Met |
| - Windows: vertical, recessed, visually obvious sills <br> - Spaces between windows = columns, mullions, or material found elsewhere on the façade <br> - Front facades > $25 \%$ windows Southfield Rd: 1,241 $/ 3,474=36 \%$ transparency <br> - Size, shape, orientation, spacing to match buildings within $500^{\prime}$ | Met |
| - Main entrances: doors larger <br> - 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) | Met |
| - Pitched / shingled roof forms suggested; overhanging eaves with slope of 0.5 to 1 Flat roof <br> - Rooflines $>100^{\prime}=$ roof forms, parapets, cornice lines <br> - Roof-top mechanical equipment screened by roof form. No mechanical equipment shown. | NOT MET |

## Unit 2 (Building C)

| Required | Compliance |
| :---: | :---: |
| - 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) <br> North Elevation: $91 \%(1,907 / 2,088)$ <br> - Masonry (CMU): ~1,907 sf <br> - Other materials (aluminum): ~181 sf <br> - Glass (exempt): ~0 sf <br> - Total Area: ~2,088 sf <br> South Elevation (Front on Southfield): 24\% Masonry (339/1,420) <br> - Masonry (CMU, brick): ~339 sf <br> - Other materials (aluminum): ~1,081 sf <br> - Glass (exempt): ~799 sf <br> - Total Area: ~2,219 sf <br> East Elevation: 97\% Masonry (1,819/1,883) <br> - Masonry (CMU, brick): ~1,819 sf <br> - Other materials (aluminum): ~70 sf <br> - Glass (exempt): ~46 sf <br> - Total Area: ~1,935 sf <br> West Elevation: $87 \%$ Masonry (1,641/1,881) <br> - Masonry (CMU, brick): ~1,641 sf <br> - Other materials (aluminum): ~240 sf <br> - Glass (exempt): ~54 sf <br> - Total Area: ~1,935 sf <br> 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) <br> - Natural colors (bright for decorative features only) Natural colors | NOT MET |


| Required | Compliance |
| :--- | :--- | :---: |
| - Façade: <100' uninterrupted |  |
| - If $>100^{\prime}=$ recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed | Met |
| (trim, brick bands, contrasting courses of material, cornices or porches |  |$]$

## Unit 3 (Building D)

| Required | Compliance |
| :---: | :---: |
| - 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) <br> North Elevation: 0\% (0/1,470) <br> - Masonry: ~O sf <br> - Brick Veneer. ~1,426 sf <br> - Metal: ~44 sf <br> - Glass (exempt): ~222 sf <br> - Total Area: ~1,692 sf <br> South Elevation (Front on Southfield): 0\% Masonry (0/1,529) <br> - Masonry: ~0 sf <br> - Brick Veneer. ~1,455 sf <br> - Metal: ~74 sf <br> - Glass (exempt): ~163 sf <br> - Total Area: ~1,692 sf <br> East Elevation: 0\% Masonry $(0 / 1,338)$ <br> - Masonry: ~0 sf <br> - Brick Veneer. ~1,306 sf <br> - Metal: ~32 sf <br> - Glass (exempt): ~65 sf <br> - Total Area: ~1,403 sf <br> West Elevation: 0\% Masonry (0/1,151) <br> - Masonry: ~0 sf <br> - Brick Veneer. ~1,119 sf <br> - Metal: ~32 sf <br> - Glass (exempt): ~252 sf <br> - Total Area: ~1,403 sf | NOT MET |


| Required | Compliance |
| :---: | :---: |
| 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) <br> - Natural colors (bright for decorative features only) Natural colors |  |
| - Façade: <100' uninterrupted <br> - If $>100^{\prime}=$ recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed trim, brick bands, contrasting courses of material, cornices or porches <br> - All sides similar | Met |
| - Windows: vertical, recessed, visually obvious sills <br> - Spaces between windows = columns, mullions, or material found elsewhere on the façade <br> - Front facades > 25\% windows Southfield Rd: 163/1,692 = 9.6\% transparency <br> - Size, shape, orientation, spacing to match buildings within $500^{\prime}$ | NOT MET |
| - Main entrances: doors larger <br> - 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) | Met |
| - Pitched / shingled roof forms suggested; overhanging eaves with slope of 0.5 to 1 Flat roof <br> - Rooflines $>100^{\prime}=$ roof forms, parapets, cornice lines <br> - Roof-top mechanical equipment screened by roof form. No mechanical equipment shown. | NOT MET |

## Items to be addressed

$\square$ Applicant shall revise the building materials for Buildings $A, B, C, \& D$ to meet the building material requirements in §1296.04.
$\square$ Applicant shall revise the south facades for Building A \& D to meet the transparency requirements in §1296.04.
$\square$ Applicant shall provide details and screening on rooftop mechanical equipment for Buildings $A, B, C$, \& D, if applicable.
$\square$ Applicant shall provide scaled elevations and details for the proposed Building E on Unit 3.

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

There are no significant natural features to preserve.
Items to be addressed

## None

## SIDEWALKS, PEDESTRIAN AND BICYCLE CIRCULATION

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

The site is served by a public sidewalk on Dix Highway and Southfield Road, which provides pedestrian circulation separated from vehicular circulation. There are also internal sidewalks throughout the proposed development. There are no bicycle lanes on the ROW or bicycle parking facilities proposed. Any broken, cracked, or unsafe sidewalks in the right-of-way must be repaired.

## Items to be addressed

## $\square$ Applicant shall ensure that concrete sidewalks are brought up to City standards.

## 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 |
| :---: | :---: | :---: | :---: |
| Automobile wash establishments (automatic) | Two (2), plus one (1) for each employee and manager, plus a minimum of sixteen (16) for cars waiting to be washed for each conveyor system, plus one (1) upon exiting each conveyor system, plus two (2) for postwash detailing. <br> Unit 1: $2+1^{*}$ (\# of employees) $+16+1+2=$ unable to determine <br> No stacking spaces provided. | 576 parking spaces | INQUIRY |
| Drive-through restaurants | One (1) for every two (2) seats in an established seating plan area, plus one (1) for every fifteen (15) square feet of usable customer area other than in an established seating plan area, plus one (1) for every two (2) employees based upon maximum employment shift, plus one (1) for every outside customer automobile service stall area, plus required vehicle stacking spaces. <br> Unit 2: No detailed floor plan provided with seating area and plan; no employee details provided; no stacking spaces provided. <br> Unit 4: (98 seats * $0.5=49)+(460$ sf usable customer area * $(1 / 15)=31)+(8$ employees * $0.5=4)=84$ spaces; no stacking spaces or detailed floor plan provided. <br> Unable to determine. |  |  |


| Retail stores | One (1) for every two-hundred-fifty (250) square feet of gross floor area. <br> Unit 2: 10,353 sf (Building B) $+5,976$ sf (Building C) $=$ 16,329 sf <br> $16,329 / 250=65.3=65$ spaces |  |
| :---: | :---: | :---: |
| Shopping centers or clustered commercial centers with 60,000 square feet or more of gross leaseable floor area | Five $(5)$ for every one-thousand $(1,000)$ square feet of gross leaseable floor area, plus spaces for a supermarket or hypermarket, if included. <br> Unit 3: 25,060 sf $+50,000$ sf (Building E) $=75,060$ sf $75,060 / 1000=75.06 * 5=375$ |  |
| TOTAL | Unable to determine |  |


|  | Required | Proposed | Compliance |
| :---: | :---: | :---: | :---: |
| Parking Area Type B §1290.05 | Adequate means of ingress and egress shall be provided and shown | One 2-way access point on Dix Hwy; three two-way access points on Southfield Rd. All access points are existing. | 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 | All parking areas, drives, and aisles will be hard surfaced (asphalt + concrete). | Met |
|  | Concrete curbs and gutters | Concrete curbs and gutters | Met |
|  | When adjoining residential property and/or a residential street or alley: 6' solid masonry wall, ornamental on both sides, with bumper guards | No adjoining residential street or property. | N/A |
|  | 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, OffStreet Parking A Areas; Residential Districts Adjoining Business or Industrial Districts. | No adjoining residential street or property. | N/A |
|  | Entrance only from the adjoining principal use or adjoining alley; no use of street for backing or maneuvering | The 2 proposed parking spaces on the southeast corner of the site adjacent to the bank could present a problem for maneuvering. | INQUIRY |


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

For the purpose of determining parking requirements, the entire site is considered as one site. Because this is a multi-use development under condominium ownership, shared parking is appropriate. Shared parking should be included in the Master Deed document. More details are needed to determine and confirm exact parking requirements (listed below in "items to be addressed"), but the proposed number of spaces likely meets requirements.

## Items to be addressed

$\square$ Applicant shall provide employee details for units 1, 2, and 4 to determine parking requirements.
$\square$ Applicant shall provide detailed floor plans for units 2 and 4 to determine parking requirements.
$\square$ Applicant shall provide the required stacking spaces for units 1, 2, and 4.
$\square$ Applicant shall remove the two proposed parking spaces on the southeast corner of the site adjacent to the bank to eliminate maneuvering conflicts.
$\square$ Applicant shall ensure that shared parking is included in the Master Deed.

## BARRIER-FREE ACCESS

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

| Total Spaces | Required Barrier-Free Spaces | Proposed Barrier-Free Spaces | Compliance |
| :---: | :--- | :---: | :---: |
| Over 400 | 12, plus 2 for every 250 or fraction <br> thereof over 400 <br> 576 spaces: $12+((576$ - <br> $400) / 250) * 2=13.4=13$ spaces | Unit 1: 1 space, Unit 2: 7 spaces, <br> Unit 3: 12 spaces, Unit 4:3 <br> spaces | Met |
| Total: 23 spaces |  |  |  |

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 |
| :---: | :---: | :---: | :---: |
| Unit $1(4,572 \mathrm{sf}):$ <br> 2,000 to $5,000 \mathrm{sf}$ | 1 | 0 | NOT MET |


| Gross Floor Area | Loading Spaces - Required | Loading Spaces - Provided | Compliance |
| :---: | :---: | :---: | :---: |
| Unit $2(19,500 ~ s f):$ <br> 5,001 to $20,000 \mathrm{sf}$ | 1 | 0 | NOT MET |
| Unit $3(75,060 \mathrm{sf}):$ <br> 50,001 to 100,000 | 1 plus $1 / 20,000$ in excess of <br> 20,000 <br> $1+((75,060-20,000) / 20,000=$ <br> $2.75)=3.75=4$ loading spaces | 0 | NOT MET |
| Unit $4(5,028 \mathrm{sf}):$ <br> 5,001 to $20,000 \mathrm{sf}$ | 1 | 0 | NOT MET |

Sheet C-2 notes that all loading is "to occur off hours." No loading spaces have been provided for any of the units.

## Items to be addressed

$\square$ Applicant shall provide the required loading spaces for all four units in accordance with §1290.09.

## ACCESS, DRIVEWAYS, AND VEHICULAR CIRCULATION

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

The standards of this section shall be applied to the following major traffic routes (arterials) identified in the City of Lincoln Park Comprehensive Development Plan: Southfield Rd., Fort St., Dix Ave., and Outer Dr.

| Required | Provided | Compliance |
| :---: | :---: | :---: |
| - Single two-way driveway or pair of one-way driveways <br> - Two-way: $25^{\prime}$ < throat width < $30^{\prime}$ (face to face of curb). One-way paired: each 20' measured perpendicularly. May be separated by 10 ' median; sidewalks shall be continued or maintained <br> - $25^{\prime}$ radii; $30^{\prime}$ radii where daily truck traffic expected <br> - Corner lots: one access point per street with $>100^{\prime}$ frontage <br> - If frontage >300' and documented need (ITE), may allow additional access with design restrictions <br> - If frontage $>600^{\prime}$, max of 3 drives may be allowed; one with design restrictions | - Dix: One 2-way driveway Southfield: Three 2-way driveways <br> - All driveways are 30 ft .; sidewalks continue <br> - No radii details provided. <br> - Not Applicable <br> - Not Applicable <br> - >600 ft. on Southfield: 3 existing driveways, traffic study provided | Partially Met (see below) <br> Met <br> INQUIRY <br> N/A <br> N/A <br> Met |
| - Shared access: driveways along property lines, connecting parking lots, on-site frontage roads, rear service drives. | All access points serve the entire site. No details on | INQUIRY |


| Required | Provided | Compliance |
| :---: | :---: | :---: |
| Encouraged and may be required for sites within $1 / 4$ mile of major intersections; having dual frontage; with $<300^{\prime}$ frontage; with sight distance problems; along congested or accident-prone roadway segments <br> - Connection to adjacent facilities may be required; site accommodation may be required for future connection to undeveloped adjacent property <br> - Letters of agreement or access easements required | shared access, access easement, or letters of agreement provided. |  |
| - Triangular unobstructed view areas: from corner of two ROWs, $25^{\prime}$ along each; from corner of ROW and driveway, $10^{\prime}$ along driveway and $5^{\prime}$ along ROW <br> - Grass / groundcover only in $3^{\prime}$ strip abutting driveway and ROW <br> - Trees permitted if trimmed between $30^{\prime \prime}$ and $6^{\prime}$ from ground level | Proposed landscaping elements near access points are deciduous trees which should not affect visibility. Proposed grass abutting driveways. | Met |
| - May require drive to be located on the far side of the property from congested intersections <br> - >150' from signalized intersection or 4-way stop, or right-turn-only at $75^{\prime}$ from intersection <br> - >100' otherwise <br> - >200' from centerline of I-75 access ramps | Easternmost drive on Southfield is $\sim 250 \mathrm{ft}$. from nearest signalized intersection at Dix Hwy. | Met |
| - Same side of street: Driveway spacing determined by speed limits in §1290.10. $40 \mathrm{mph}=185 \mathrm{ft}$. driveway spacing <br> - Across the street: Driveways directly aligned or $>150$ ' offset (excludes right-turn-only) <br> - 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 | - Dix: Nearest drive to the north is $\sim 125^{\prime}$ <br> Southfield: Nearest drive to the west is $75^{\prime}$, spacing between driveways is $\sim 445^{\prime}$ and $\sim 170^{\prime}$. <br> - Not Applicable on Southfield, directly aligned on Dix. <br> - Site drives \#1 and \#3 are right in/out only per the TIS | NOT MET <br> Met <br> Met |

The four access points to the site are existing, and they will serve all uses on the site. The existing driveways do not meet the standards for spacing and location; however, these are the access points that were approved for the former Sear's development. The traffic impact study shows that the proposed development will have minimal impact on existing traffic flows, but the applicant will need to work with MDOT and Wayne County for access evaluation. Shared access documentation should be included in the Master Deed. Because the access points are existing, the Planning Commission has the authority to apply the standards to the maximum extent possible if it determines that compliance with all the standards of this section is unreasonable.
(4) For expansion and/or redevelopment of existing sites where the Planning Commission determines that compliance with all the standards of this section is unreasonable, the standards shall be applied to the maximum
extent possible. In such situations, suitable alternatives which substantially achieve the purpose of this section may be accepted by the Planning Commission, provided that the applicant demonstrates that all of the following apply:
A. The size of the parcel is insufficient to meet the dimensional standards.
B. The spacing of existing, adjacent driveways or environmental constraints prohibit adherence to the access standards at a reasonable cost.
C. The use will generate less than five hundred (500) total vehicle trips per day or less than seventy-five (75) total vehicle trips in the peak hour of travel on the adjacent street, based on rates developed by the Institute of Transportation Engineers (ITE).
D. There is no other reasonable means of access.

## Items to be addressed

## Applicant shall provide radii details on all four access points.

$\square$ Applicant shall provide details, documentation, and agreements on shared access for the site and ensure that shared access is included in the Master Deed.

## 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.

Emergency vehicles may access the building via Southfield Road or Dix Highway.
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 |
| :---: | :---: | :---: | :---: |
|  | Greenbelt, $10^{\prime}$ width minimum with groundcover | 10' greenbelt provided on Southfield Rd. and Dix Hwy. | Met |
|  | 1 tree and 4 shrubs per 40' of street frontage $552^{\prime}$ on Dix Ave. $+887^{\prime}$ on Southfield $R d=$ <br> $1,439^{\prime}$ frontage $=36$ trees and 144 shrubs | Total: 30 trees and 239 shrubs <br> Unit 1: 4 trees, 0 shrubs <br> Unit 2: 8 trees, 80 shrubs <br> Unit 3: 14 trees, 115 shrubs <br> Unit 4: 4 trees, 44 shrubs | NOT MET |
|  | Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge | All parking areas that face ROW have an obscuring hedge. | Met |
| $\begin{aligned} & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & \end{aligned}$ | $10 \%$ of total lot area landscaped, including groundcover <br> ( 575,725 sf $* 0.1$ ) $=57,572$ sf landscaping | 88,864 sf proposed landscaped area. | Met |
|  | Interior landscaping to be grouped near entrances, foundations, walkways, service areas | Landscaped areas are near front entrances and sidewalks. | Met |
|  | 1 tree per 400 sf of required landscaping and 1 shrub per 250 sf of required landscaping 57,572 sf required landscaping $=144$ trees + 230 shrubs | Total: 93 trees +92 shrubs* <br> Unit 1: 19 trees, 34 shrubs Unit 2: 32 trees, 19 shrubs Unit 3: 28 trees, 19 shrubs Unit 4: 14 trees, 30 shrubs *Excess street landscaping shrubs may count toward interior landscaping requirements. | NOT MET |
| $\begin{aligned} & \tilde{0} \\ & 0 \\ & 0 \\ & \frac{1}{0} \\ & 0 \end{aligned}$ | 1 deciduous or ornamental tree per 10 parking spaces 576 parking spaces $=57.6=58$ trees | Total: 32 trees <br> Unit 1: 3 trees Unit 2: 4 trees Unit 3: 17 trees Unit 4: 8 trees | NOT MET |
|  | 100 sf of planting area per tree | Provided | Met |
| o <br> 气 <br>  <br>  | Waste receptacle: Decorative masonry wall of at least $6^{\prime}$ with solid or impervious gate | Dumpsters and masonry enclosures provided on all four units. | Met |
|  | Abutting residential: greenbelt, $15^{\prime}$ with $5^{\prime}$ evergreens (PC may waive), and/or solid $6^{\prime}$ masonry wall ornamental on both sides | No adjoining residential street or property. | N/A |

Because the proposed project is a brand-new development, it must meet $100 \%$ of the landscaping standards. The proposed landscaping plan does not meet the number of tree and shrub requirements for street, interior, or parking lot landscaping. Parking lot tree requirements are "in addition to any other landscaping requirements."

## Items to be addressed

Applicant shall provide a revised landscaping plan that meets the street, interior, and parking lot landscaping requirements per \$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.

All erosion and sedimentation measures are under the jurisdiction of Wayne County. Engineering comments state that the site shall be graded to ensure no drainage can impact the adjoining properties, and that the applicant shall address the north side of the site to prevent this from happening. Existing and proposed grades are needed for Detailed Engineering Review.

## Items to be addressed

$\square$ Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to comply with soil erosion control standards.
$\square$ A Soil Erosion and Sedimentation permit must be obtained from Wayne County.
$\square \quad$ The storm system and soil erosion plan must be reviewed and approved by the WCDPS Permit office and the Land Resource Management Division respectively.
$\square$ Applicant shall provide existing and proposed grades to ensure that the site shall be graded to ensure no drainage can impact adjoining properties.

## UTILITIES

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

The site is served by public water and sewer. The applicant should verify the existing water service capacity, type, and size, and will be required to conduct flow tests. The applicant proposes to tap into existing leads that are approximately 50 years old and must be replaced. Engineering comments state that the proposed water main must have a minimum diameter of 8 inches and that the size and location of existing utilities within and adjacent to the site must be shown on the plan. Additionally, the Le Blanc Drain is labeled as a 60 -ft.-wide sanitary sewer easement. The site must discharge to a sanitary sewer and not the drain.

## Items to be addressed

$\square$ Applicant shall revise the plans to reflect the information provided in the utility maps provided by the City Engineer on and adjacent to the site.
$\square$ Applicant shall work with the City Engineer to verify the existing water service and sanitary service type, size, and determine the lead capacity for the proposed buildings.
$\square$ Applicant shall provide a minimum 8-inch diameter water main.

## $\square$ Applicant shall revise the plans to properly label the Le Blanc Drain and to discharge the site to a sanitary sewer and not the drain.

## 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 management is under the jurisdiction of Wayne County. Engineering comments state that the developer will need to confirm that there are no wetlands or floodplain areas on the site. Additionally, Engineering comments state that no stormwater shall discharge from this site without detention and that there appears to be a stormwater connection to Arlington Avenue that bypasses the detention area.

## Items to be addressed

$\square$ Applicant shall work with the City Engineer to review stormwater system to determine the appropriate permitting process.
$\square \quad$ The storm system and soil erosion plan must be reviewed and approved by the WCDPS Permit office and the Land Resource Management Division respectively.
$\square$ Applicant shall ensure that no stormwater is discharged from the site without detention.
$\square$ Applicant shall confirm that there are no wetlands or 100-year floodplain areas on the site and noted as such on the plans.

## 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.

Proposed lighting appears to be downward facing and should not impede the vision of traffic along adjacent streets. The photometric plans show that lighting does not exceed 1 fc at any lot line or exceed 10 fc anywhere on the site.

## Items to be addressed

None

## NOISE

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

No indication of adverse noise impacts is anticipated from the development.

## Items to be addressed <br> None

## MECHANICAL EQUIPMENT

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

Mechanical equipment location, details, and screening are required for all four units.

## Items to be addressed

$\square$ Applicant shall provide location, details, and screening for proposed mechanical equipment on all four units.

SIGNS
The standards of the City's Sign Code are met.
There is an existing pole sign on the property. Signs shall be permitted by the Building Department in accordance with the Lincoln Park Sign Ordinance.

## Items to be addressed

$\square$ Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.

## 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.

The proposed use is not expected to generate hazardous materials or waste.
Items to be addressed
None

## SITE DESIGN STANDARDS FOR USES PERMITTED AFTER SPECIAL APPROVAL <br> All applicable standards for uses permitted after special approval are met.

All proposed uses are principally permitted in the district.
Items to be addressed
None

## OTHER AGENCY REVIEWS

The applicant has provided documentation of compliance with other appropriate agency review standards, including, but not limited to, the Michigan Department of Natural Resources, Michigan Department of Environmental Quality, Michigan Department of Transportation, Wayne County Drain Commission, Wayne County Health Department, and other federal and state agencies, as applicable.

## Items to be addressed

$\square$ Work in the Dix Hwy. right-of-way requires a permit from the Wayne County Department of Public Services (WCDPS), which includes utility connections, landscaping, and pavement repairs.
$\square$ Work in the Southfield Road right-of-way requires a permit from the Michigan Department of Transportation (MDOT), which includes utility connections, landscaping, and pavement repairs.
$\square \quad$ The water main and sanitary sewer will require a permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
$\square$ Applicant shall work with the City of Lincoln Park for the Brownfield agreement.
$\square$ Applicant shall provide property ownership information and a recorded deed to the Assessing Department.
$\square$ Applicant to secure all appropriate agency reviews as needed.

## VARIANCES

No variances are anticipated from this proposal.

## Items to be addressed

None

## RECOMMENDATIONS

## Findings

The information submitted with this proposal is partially in compliance with $\S 1296.01$, Site Plan Review.

## Conditions

## Conditions to be Addressed Before Approval Letter is Issued

$\square$ Applicant shall provide building and height details for the proposed Building E on Unit 3.
$\square$ Applicant shall label Arlington Avenue and right-of-way on the plans.
$\square$ Applicant shall revise the building materials for Buildings A, B, C, \& D to meet the building material requirements in $\S 1296.04$.
$\square$ Applicant shall revise the south facades for Building A \& D to meet the transparency requirements in §1296.04.
$\square$ Applicant shall provide details and screening on rooftop mechanical equipment for Buildings A, B, C, \& D, if applicable.
$\square$ Applicant shall provide scaled elevations and details for the proposed Building E on Unit 3.
$\square$ Applicant shall provide employee details for units 1, 2, and 4 to determine parking requirements.
$\square$ Applicant shall provide detailed floor plans for units 2 and 4 to determine parking requirements.
$\square$ Applicant shall provide the required stacking spaces for units 1, 2, and 4.
$\square$ Applicant shall remove the two proposed parking spaces on the southeast corner of the site adjacent to the bank to eliminate maneuvering conflicts.
$\square$ Applicant shall ensure that shared parking is included in the Master Deed.
$\square$ Applicant shall provide the required loading spaces for all four units in accordance with §1290.09.
$\square$ Applicant shall provide radii details on all four access points.
$\square$ Applicant shall provide details, documentation, and agreements on shared access for the site and ensure that shared access is included in the Master Deed.
$\square$ Applicant shall provide a revised landscaping plan that meets the street, interior, and parking lot landscaping requirements per §1296.03.
$\square$ Applicant shall provide location, details, and screening for proposed mechanical equipment on all four units.

## Conditions of Approval

$\square$ Applicant shall ensure that concrete sidewalks are brought up to City standards.
$\square$ Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to comply with soil erosion control standards.
$\square$ A Soil Erosion and Sedimentation permit must be obtained from Wayne County.
$\square$ The storm system and soil erosion plan must be reviewed and approved by the WCDPS Permit office and the Land Resource Management Division respectively.
$\square$ Applicant shall provide existing and proposed grades to ensure that the site shall be graded to ensure no drainage can impact adjoining properties.
$\square$ Applicant shall revise the plans to reflect the information provided in the utility maps provided by the City Engineer.
$\square$ Applicant shall work with the City Engineer to verify the existing water service and sanitary service type, size, and determine the lead capacity for the proposed buildings.
$\square$ Applicant shall provide a minimum 8-inch diameter water main.
$\square$ Applicant shall revise the plans to properly label the Le Blanc Drain and to discharge the site to a sanitary sewer and not the drain on and adjacent to the site.
$\square$ Applicant shall work with the City Engineer to review stormwater system to determine the appropriate permitting process.
$\square \quad$ The storm system and soil erosion plan must be reviewed and approved by the WCDPS Permit office and the Land Resource Management Division respectively.
$\square$ Applicant shall ensure that no stormwater is discharged from the site without detention.
$\square$ Applicant shall confirm that there are no wetlands or 100-year floodplain areas on the site and noted as such on the plans.
$\square$ Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.
$\square$ Work in the Dix Hwy. right-of-way requires a permit from the Wayne County Department of Public Services (WCDPS), which includes utility connections, landscaping, and pavement repairs.
$\square$ Work in the Southfield Road right-of-way requires a permit from the Michigan Department of Transportation (MDOT), which includes utility connections, landscaping, and pavement repairs.
$\square \quad$ The water main and sanitary sewer will require a permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
$\square$ Applicant shall work with the City of Lincoln Park for the Brownfield agreement.
$\square$ Applicant shall provide property ownership information and a recorded deed to the Assessing Department.
$\square$ Applicant to secure all appropriate agency reviews as needed.

## Proposed Motion

I move that the City of Lincoln Park Planning Commission [approve / deny / table] the site plan numbered PPC23-0013, proposing a multi-use development at 2100 Southfield Road and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal substantially complies with the requirements of $\S 1296.01$. This approval is conditional upon the submittal, within 45 days of the date of this report, of a revised Site Plan resolving the items noted above and subject to administrative review and approval.


























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CLOSE COUPLE HYDRANT SETTING



STANDARD BEDDING AND TRENCH BACKFILL DETALL
FOR WATER MAIN




STANDARD PIPE SUPPORT





STANDARD FRAME \& COVER E.J.I.W. \#1040


SEWER TRENCH "C"







# LINCOLN PARK MULTI-USE DEVELOPMENT <br> 2100 SOUTHFIELD ROAD <br> LINCOLN PARK, MI 48146 

ARCHITECT:
STUCKY VTTALE ARCHITECTS
27172 WOODWARD AVENU 2272 WOODWAR D AVENUE
ROYA OAK, MICHIGAN 48067
(248) 546-6700

CIVIL ENGINEER: STONEFELD ENGINEER
SOF SHELBY YUIE 200
DTROIT. MI 148226 DETROTT, MI 1822
$(248) 247-1115$

OWNER:
south
位.Lu

$\underset{\substack{\text { TYBP } \\ \text { UF } \\ \text { OF CONSTRUCTION }}}{ }$
$\underset{\substack{\text { USE GROUP: } \\ \text { B- busmess }}}{ }$
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BULINANE






(1) VICINITY MAP


Project:
LINCOLINPARK
MULTT-USE DEVELOPMENT 2100 SOUTHFFELD RD $\underset{\substack{\text { LINCOLNPAR } \\ \text { M1, } 4146}}{ }$

IIssued for: $\quad{ }^{\text {7.1.23 }}$

Drawn by
KSH
Checked by
SAv, MD

SHEETHEEX,
SHOCATOR PLAN
Project No::
2022.136
G001






Dram by:
KSH
St
Cherked by
JAV, MD

Project No.:
A103


$\overbrace{2}^{2 \pi}$ BUILDING AEAST (FRONT)ELEVATION

(20. BUILDING A WEST ELEVATION

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| LIST OF MATERIALS |  |  |
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# HENNESSEY <br> enginerrs, inc 

August 29, 2023
Ms. Liz Gunden, AICP
Beckett \& Raeder, Inc.
535 West William St. Suite 101
Ann Arbor, MI 48103-4978
Re: Multi Use Development at 2100 Southfield Road City of Lincoln Park, MI
Hennessey Engineers Project \#72203
Dear Ms. Gunden:
Hennessey Engineers, Inc. completed our first Planning Commission review for the abovementioned project.

The project will develop a portion of the former Sears site. It includes a car wash, three restaurants, and a shopping mall. A hotel (Hennessey Engineers Project \#72202) will be developed on the remaining portion of this site but will be reviewed under a separate cover. Listed below are some comments which are recommended to be addressed in the preliminary site plan approval but would not be grounds for a reason for denial from an engineering feasibility standpoint:

1. Based on the site plan submitted, the Le Blanc Drain is labeled as a 60 -foot wide sanitary sewer easement. This site must discharge to a sanitary sewer and not the drain. Please refer to the enclosed set of utility maps for further information.
2. The developer should verify the existing water service capacity, type, and size. Flow tests will be required. The leads the developer is proposing to tap are approximately fifty years old and must be replaced. Please refer to the enclosed set of utility maps for further information.
3. The water main and sanitary sewer will require a permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
4. The proposed water main must be a have a minimum diameter of 8 -inches.
5. Any work proposed in the Dix Road right-of-way will require a Wayne County Department of Public Services (WCDPS) permit. This would include any utility connections, landscaping, and pavement repairs.
6. The storm system and soil erosion plan must be reviewed and approved by the WCDPS Permit office and the Land Resource Management Division respectively.
7. Any work proposed in the Southfield Road right-of-way will require a Michigan Department of Transportation (MDOT) permit. This would include any utility connections, landscaping, and pavement repairs.
8. Show the size and location of the existing utilities within and adjacent to this site.
9. There are no wetlands shown in the development area. The developer will need to confirm that there are not any wetlands on this site. If there are wetlands on the site the developer must obtain a permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE). If there are no wetlands on this site, it should be noted as such.
10. If the development is impacted by the 100-year flood plain, the flood plain must be shown on the plans. If it is not, a note must be put on the plans indicating that the area being developed is not within the 100-year flood plain.
11. No storm water shall discharge from this site without detention. There appears to be a storm water connection to Arlington Avenue, that bypasses the detention area.
12. The site shall be graded to ensure no drainage can impact the adjoining properties. The developer shall address the north side of this site to prevent this from happening. Provide existing and proposed grades so this office can verify that this requirement is being satisfied.
13. Arlington Avenue shall be labeled, with its right-of-way shown on the plans.
14. The plans should be signed and sealed, by a registered Professional Engineer in the State of Michigan, for the Planning Commission submittal.

From an engineering feasibility standpoint, our office has no objection to the preliminary site plan. Therefore, it's our recommendation for preliminary site plan approval. Detailed engineering reviews will be required post Planning Commission approval.

If you have any questions, please do not hesitate to contact me.
Sincerely,
HENNESSEY ENGINEERS, INC


Richard J. McCarty, P.E. Project Manager

## RJM/rjm

cc: John Kozuh, DPW Director, City of Lincoln Park
John Meyers, Building Official, City of Lincoln Park
Laura Passalacqua (D'Onofrio), Commercial Business Assistant, City of Lincoln Park
Monserrat Contreras, Permit Clerk, City of Lincoln Park
James Hollandsworth, Lincoln Park Project Manager, Hennessey Engineers
R:\Municipalities 170000 's Lincoln Park $\backslash 72000$ 's $\backslash 72203$ Multi Use Development Project @ 2100 Southfield $2023-8-29 \_$PC LETTER1_72203.docx

# Bernard J. Youngblood Wayne County Register of Deeds 2022219844 L: 57704 P: 876 06/21/2022 09:13 AM DD Total Pages: 3  P.A. 327 OF 1960 AFFIDAVIT FILED 

## COVENANT DEED

Tax Parcel No.: 45-005-99-0006-700
KNOW ALL MEN BY THESE PRESENTS: That SERITAGE SRC FINANCE LLC, a Delaware limited liability company ("Grantor"), whose address is 500 Fifth Avenue, Suite 1530 New York, New York 10110, hereby remises, releases, grants, sells, conveys, sets over, warrants and transfers to SOUTH DIX, LLC, a Michigan limited liability company ("Grantee"), whose address is 4036 Telegraph Road, Suite 201, Bloomfield Township, Michigan 48302, the following described property situated in the City of Lincoln Park, County of Wayne and State of Michigan as more particularly described on Exhibit A (the "Property"), together with all and singular the tenements, hereditaments, appurtenances, improvements, fixtures, rights, privileges and easements thereunto belonging or in anywise appertaining, for the full consideration set forth on the Real Estate Transfer Tax Valuation Affidavit being filed by Grantor concurrently herewith, free and clear of all liens and encumbrances, subject to the following (collectively, the "Permitted Encumbrances"): (i) real property taxes and assessments, both general and special, which are a lien on the Property, but not yet due and payable; (ii) covenants, conditions, reservations, restrictions and other matters of record; (iii) zoning and building ordinances; (iv) easements and rights of way, if any; and (v) matters that would be disclosed by an accurate survey of the Property.

TO HAVE AND TO HOLD the same in fee simple forever, unto the said Grantee, its legal representatives, successors and assigns, and Grantor does hereby covenant title to the above described Property, rights and interests and binds itself and its legal representatives, successors and assigns to covenant and forever defend all and singular the above described Property and interests unto the said Grantee, its legal representatives, successors and assigns, against the claims of all persons claiming by, through or under Grantor but not otherwise, subject, however, to the Permitted Encumbrances.

The Grantor grants to the Grantee the right, if any, to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

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.

Dated as of this 26th day of May, 2022.

MICHIGAN REAL ESTATE TRANSFER TAX
Wayne County Tax Stamp $\# 635577$
Receipt\# 22-205383, 22-205383-C1, 22-2053823-C2, 2
State Tax: $\$ 30000.00$ County Tax: $\$ 4400.000$ man

IN WITNESS WHEREOF, Grantor has executed this Covenant Deed effective as of the date first written above.

## GRANTOR:

SERITAGE SRC FINANCE LLC,

By:


Name: Matthew Fernand
Title: Vice President

STATE OF NEW YORK
COUNTY OF Nrw York SS:
BEFORE ME, a Notary Public in and for said County and State, appeared SERITAGE SRC FINANCE LLC, a Delaware limited liability company, by Matthew Fernand, its Vice President, who acknowledged that he did sign the foregoing instrument on behalf of said entity and that the same is his free act and deed both individually and as such officer and the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at New York, Ny, , this $16^{\text {th }}$ day of May 2022.


Notary Public
My Commission Expires: $\qquad$
DRAFTED BY:
Benesch Friedlander Coplan \& Aronoff LLP
200 Public Square, Suite 2300
Cleveland, Ohio 44II4
By: Alexis E. Woodworth, Esq.
AFTER RECORDING RETURN TO:
GRANTEE


## EXHIBIT A

## Legal Description

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

Part of Private Claim 51 and Private Claim 59, City of Lincoln Park, Wayne County, Michigan, described as: Beginning at the intersection of the Northerly line of Southfield Road, 194.00 feet wide, and the Westerly line of Private Claim 51, said Westerly line being the Westerly limits line of The City of Lincoln Park, Wayne County, Michigan; proceed along said Westerly line, North 28 degrees 47 minutes 58 seconds East, 718.44 feet; thence South 61 degrees 12 minutes 02 seconds East, 250.00 feet; thence North 28 degrees 47 minutes 58 seconds East, 50.00 feet; thence South 61 degrees 12 minutes 02 seconds East, 277.08 feet; thence North 28 degrees 47 minutes 58 seconds East, 162.00 feet; thence South 61 degrees 12 minutes 02 seconds East, 449.90 feet to the Westerly line of Dix Avenue, 120.00 feet wide; thence along said line, South 28 degrees 47 minutes 30 seconds West, 767.44 feet to the intersection of said Northerly line of Southfield Road; and thence along said line, North 70 degrees 40 minutes 19 seconds West, 990.57 feet to the Point of Beginning.

## Except:

Being a part of Private Claim 51 and Private Claim 59, City of Lincoln Park, Wayne County, Michigan, described as: Commencing at the intersection of the old Northerly right of way line of Southfield Road (M-39) (194 feet wide) and the Westerly line of Private Claim 51; thence South 70 degrees 40 minutes 19 seconds East 825.93 feet along the Northerly right of way line of said Southfield Road (M-39) for a place of beginning; thence North 28 degrees 43 minutes 06 seconds East 44.96 feet; thence North 64 degrees 38 minutes 16 seconds West 15.94 feet; thence North 28 degrees 09 minutes 47 seconds East 88.46 feet; thence South 89 degrees 28 minutes 04 seconds East 19.02 feet; thence North 28 degrees 43 minutes 06 seconds East 88.72 feet; thence South 61 degrees 15 minutes 20 seconds East 162.71 feet; thence South 28 degrees 47 minutes 30 seconds West 203.25 feet along the Westerly right of way line of Dix Highway (formerly Dix Avenue) ( 120 feet wide); thence North 70 degrees 40 minutes 19 seconds West 164.64 feet along the Northerly right of way line of said Southfield Road (M-39) to the Place of Beginning.


When Recorded Return To:
First American Title Insurance Company
National Commercial Services
National Commercial Services
666 Third Avenue
New York NY 10017 /// OOL
File No: NCS


## Lincoln Park

Beckett \& Raeder

## APPLICATION FOR SITE PLAN REVIEW

CITY OF LINCOLN PARK
1355 SOUTHFIELD RD. LINCOLN PARK, MI 48146
PH: (313) 386-1800 | FAX: 313-386-2205

## NOTICE TO APPLICANT:

Applications for Site Plan Review by the Planning Commission must be submitted to the City in complete form at least thirty (30) days prior to the Planning Commission's meeting at which the proposal will be considered. City Staff will review the application for completeness. 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 pm. All meetings are held at the Lincoln Park City Hall.

## APPLICANT INFORMATION

| NAME | ADDRESS |  |  |  |
| :--- | :--- | :--- | :--- | :--- |
| Stonefield Engineering \& Design (Eric Williams) | 607 Shelby Street, Suite 200 |  |  |  |
| CITY | STATE | ZIP CODE | PHONE | EMAIL |
| Detroit | MI | 48226 | $(248) 247-1115$ | ewilliams@stonefieldeng.com |

PROPERTY OWNER (if different from Applicant)

| NAME |  | ADDRESS |  |  |
| :--- | :--- | :--- | :--- | :--- |
| South Dix, LLC | 4036 Telegraph Road, Suite 201 |  |  |  |
| CITY | STATE | ZIP CODE | PHONE | EMAIL |
| Bloomfield Hills | MI | 48302 | $(248) 593-6200$ ext. 103 | jjonna@afjonna.com |

X Attached written consent of property owner or lessee of property, if different than applicant.

## PROPERTY INFORMATION

| PROPERTY ADDRESS <br> 2100 Southfield Road, Lincoln Park, MI 48146 | NEAREST CROSS STREETS <br> Southfield Road and Toledo Road |
| :--- | :--- |
| 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 a <br> metes and bounds description. Attach separate sheets if necessary.) <br> Refer to survey. |  |
| PROPERTY SIZE (square feet and acres) <br> 498,881 SF (11.5 AC) | ZONING DISTRICT |
| Regional Business District (RBD) |  |

## PROPOSED DEVELOPMENT

Present Use of Property: Abandoned/Closed Lincoln Park Shopping Center and Sears Store.

Proposed Use of Property: Two-Phase Commercial Development, Phase 1 consisting of a 4,572 SF car wash, 11,898 and 7,602 SF retail plazas with drive-throughs, and a 5,028 SF drive-through restaurant. Phase 2 consists of 25,060 and 50,000 SF retail buildings. A hotel on the northwest parcel will be proposed within a separate permit application. This project includes the construction of paving, parking, landscaping, pedestrian amenities, and associated utilities for each unit and building.

Please complete the following chart:

| TYPE OF DEVELOPMENT | NUMBER OF UNITS | GROSS FLOOR AREA | NUMBER OF EMPLOYEES ON <br> LARGEST SHIFT |
| :--- | :---: | :---: | :---: |
| Detached Single Family | 0 | 0 | 0 |
| Attached Residential | 0 | 0 | 0 |
| Office | 0 | $1704,160 \mathrm{SF}$ | 0 |
| Commercial | 17 | 0 | 0 |
| Industrial | 0 | 0 | 0 |
| Other | 0 | 0 | 0 |

## PROFESSIONALS WHO PREPARED THE PLANS:

| Stonefield Engineering \& Design |  |  | 607 Shelby Street, Suite 200 |  |
| :---: | :---: | :---: | :---: | :---: |
| Detroit | ${ }^{\text {STATE }} \mathrm{MI}$ | ${ }^{\text {ZPP COOE }}{ }_{48226}$ | ${ }^{\text {PHONE }}$ (249) 247-1115 | ${ }^{\text {EMAIL }}$ ewilliams@stonefieldeng.com |
| Primary desin responsibury Civil Engineer |  |  |  |  |


| Stucky Vitale Architects |  |  | 27172 Woodward Avenue |  |
| :---: | :---: | :---: | :---: | :---: |
| ${ }^{\text {criv }}$ Royal Oak | ${ }^{\text {STATE }} \mathrm{MI}$ | ${ }^{\text {ZPP CODE }}{ }_{48067}$ | ${ }^{\text {PHONE }}$ (248) 546-6700 | ${ }^{\text {EMALIL }}$ mdragan@stuckyvitale.com |
| Architect |  |  |  |  |


| NAME |  |  | ADDRESS |  |
| :---: | :---: | :---: | :---: | :---: |
| CITY | STATE | ZIP CODE | PHONE | EMAIL |
| PRIMARY DESIGN RESPONSIBILITY |  |  |  |  |


| NAME |  |  |  |  |  |  |  |  | ADDRESS |
| :--- | :--- | :--- | :--- | :--- | :---: | :---: | :---: | :---: | :---: |
| CITY | STATE | ZIP CODE | PHONE | EMAIL |  |  |  |  |  |
| PRIMARY DESIGN RESPONSIBILITY |  |  |  |  |  |  |  |  |  |

## ATTACH THE FOLLOWING:

X Eight (8) individually folded copies of the site plan ( $24^{\prime \prime} \times 36^{\prime \prime}$ ), sealed by a registered architect, engineer, landscape architect, or community planner as well as ONE (1) electronic copy in PDF format.
X A brief written description of the existing and proposed uses as identified in the "Narrative" section of the Site Plan Application Requirements Table, including but not limited to hours of operation, number of employees, number of employees on largest shift, number of company vehicles, etc.
$X$ Proof of property ownership or lease agreement.
X Review comments of approval received from County, State, or Federal agencies that have jurisdiction over the project, including but not limited to:

| Wayne County Road Commission | Wayne County Drain Commission |
| :--- | :--- |
| Wayne County Health Division | Michigan Department of Natural Resources |
| Michigan Department of Transportation | Michigan Department of Environment, Great Lakes, \& Energy |

## IMPORTANT

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 after the site plan approval.

## APPLICANT 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. Finally, l acknowledge that part of the site plan review process includes City staff entering the exterior of the property for site visits.


Date: $\qquad$

TO BE COMPLETED BY THE CITY
DATE SUBMITED:
BY:
PLANNING COMMISSION ACTION
APPROVED
DENIED

DEVELOPMENT \& MANAGEMENT CO.

July 11, 2023

City of Lincoln Park
1355 Southfield Road
Lincoln Park, MI 48146

Re: 2100 Southfield Road

To whom it may concern:

Please let this server as authorization for Eric Williams of Stonefield Engineering to apply for site plan approval of the property 2100 Southfield Road.

Should you have any questions or require additional information, please contact our office.

Thank you,
AF Jonna Pevelopment \& Management Co., LLC

Jordarn Jonpa

August II, 2023

## Liz Gunden

Planner of Record
City of Lincoln Park Building Department
I 355 Southfield Road, Lincoln Park, MI 48I46

## RE: Site Plan Approval <br> Parcel ID: 45-005-99-0006-700 <br> 2100 Southfield Road <br> City of Allen Park, Wayne County, Michigan

Ms. Gunden:

Stonefield Engineering \& Design, LLC is pleased to submit documents for your review for the above refenced property. Please find the following items enclosed for review:

| ITEM DESCRIPTION | DATED | COPIES | PREPARED BY |
| :--- | :--- | :--- | :--- |
| Site Development Plans | $08-10-2023$ | 8 | Stonefield Engineering \& Design |
| Master Deed |  | I | David W. Yaldo |
| Site Condominium Exhibit | $08-09-2023$ | I | Kem-tec |
| Check - \$2,550.00 Site Plan Review Fee | $06-30-2023$ | I | Stonefield Engineering \& Design |

## Project Narrative:

The proposed project seeks to redevelop the now vacant Sears building that was situated on an approximately 16 AC site. It should be noted an approximately 2 AC site was split off from the subject site in the northwest corner of the property to house a hotel that will be considered under a separate application. The application being considered encompasses approximately 14 ACs is proposed to be completed in phases and will contain the following buildings:

## Phase I:

I. Building $A-4,572$ SF automated car wash
2. Building $B-10,353 \mathrm{SF}$ commercial retail building with end cap drive-through
3. Building $C-5,976 \mathrm{SF}$ commercial retail building with end cap drive-through
4. Building $D-5,028$ SF drive-through restaurant

Phase II:
I. Building E-75,060 SF commercial retail building

It should be noted that tenants have not been identified at this time, but it should be assumed that the businesses will have standard hours.

August II, 2023
Page 2 of 2
Should you have any questions, please do not hesitate to contact our office.

## Best regards,



Eric Williams, PE
ewilliams@stonefieldeng.com
Stonefield Engineering and Design, LLC
Kevin Heffernan, PE
kheffernan@stonefieldeng.com
Stonefield Engineering and Design, LLC
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## 2100 Southfield - Hotel

Site Plan Review

| Applicant | Akram Namou - Lincoln Park Extended Stay, represented by Scott <br> Bowers - Bowers + Associates |
| :--- | :--- |
| Project | Hotel |
| Address | 2100 Southfield Road, Lincoln Park, MI 48146 |
| Date | September 13,2023 |
| Request | Site Plan Review |

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 proposed project is a 4-story extended-stay hotel on a portion of the property that was previously part of the former Sear's site. The Zoning Board of Appeals approved a dimensional variance to allow for a 4-story hotel on May 5, 2023. At this point in time, the property has not yet transferred ownership, and the Brownfield remediation plan and agreement are still in process. The project is part of a multi-site commercial development to be developed as a commercial site condominium. The proposed site condominium includes five units - the subject of this review is unit five (units one through four are a multi-use development that is under a separate site plan review).

## Site Conditions

The 2.7-acre site is located on the western boundary of the City, north of Southfield Road. Access to the site is via Arlington Avenue and through the remainder of the commercial development. The former Sear's building will be demolished, and this proposed development will occur on a vacant lot.

## Master Plan

## Future Land Use Classification

The future land use classification for the site is General Commercial. The proposed hotel use is consistent with the designation.

## Intent, Desirable Uses, and Elements

The General Commercial land use is intended to provide retail goods and services on a city-wide scale as well as a regional scale that draw customers from within and outside the City. This is a suitable location for automobile-oriented uses that are not appropriate in pedestrian-oriented City areas such as the downtown, including as restaurants with car service, gas stations with or without convenience stores, minor auto repair shops, and car washes that comply with special design standards.

## Land Use and Zoning

## Zoning

The site is zoned Regional Business District (RBD). "Hotels, motels, and bed and breakfast inns" are principally permitted in the district (§1278.02(q) via §1282.02(a)).

Proposed and Existing Uses

| Site | Commercial (vacant) - Regional <br> Business District (RBD) |
| :--- | :--- |
| North | Commercial (vacant) - Regional <br> Business District (RBD) |
| East | Commercial (vacant) - Regional <br> Business District (RBD) |
| South | ROW then Commercial - Municipal <br> Business District (MBD) |
| West | City of Allen Park |



## Site Plan Documents

The following site plan drawings have been used to perform this review and are part of the public record.

| Page | Sheet Title | Original Date | Last Revision |
| :---: | :--- | :---: | :---: |
| T1.00 | Title Sheet | $08 / 08 / 2023$ | - |
| SP1.00 | Architectural Site Plan | $08 / 08 / 2023$ | - |
| SP1.01 | Site Details | $08 / 08 / 2023$ | - |
| A1.00 | First Floor Plan | $08 / 08 / 2023$ | - |
| A1.01 | Typical Upper Floor Plan | $08 / 08 / 2023$ | - |
| A5.00 | Exterior Elevations | $08 / 08 / 2023$ | - |
| A5.01 | Exterior Elevations | $08 / 08 / 2023$ | - |
| SP1.00 | Photometric Plan | $12 / 13 / 2022$ | - |


| Page | Sheet Title | Original Date | Last Revision |
| :---: | :--- | :---: | :---: |
| C3.0 | Site Layout Plan | $08 / 07 / 2023$ | - |
| C3.2 | Landscape Plan | $08 / 08 / 2023$ | - |
| C4.0 | Grading Plan | $08 / 08 / 2023$ | - |
| C5.0 | Utility Plan | $08 / 08 / 2023$ | - |
| 1 of 5 | Alta / NSPS Land Title Survey | $09 / 06 / 2022$ | - |
| 2 of 5 | Alta / NSPS Land Title Survey | $09 / 06 / 2022$ | - |
| 3 of 5 | Alta / NSPS Land Title Survey | $09 / 06 / 2022$ | - |
| 4 of 5 | Alta / NSPS Land Title Survey | $09 / 06 / 2022$ | - |
| 5 of 5 | Alta / NSPS Land Title Survey | $09 / 06 / 2022$ | - |

## Dimensional Standards

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

|  | Required | Provided | Compliance |
| :---: | :---: | :---: | :---: |
| Lot Width | Min. 40 | $\sim 388 \mathrm{ft}$. | Met |
| Street Frontage <br> (§1294.09) | Shrubbery and low retaining walls maximum $21 / 2^{\prime}<$ height $<8^{\prime}$ | Not applicable. | N/A |
| Lot Area | Min. 4,000 sq. ft. | $\sim 118,834$ sq. ft. | Met |
| Lot Coverage | Max. 50\% | 17,610/118,834 = ~15\% | Met |
| Height | 2-Story Building; 25 ft | 4 stories - ZBA approved dimensional variance for 4 stories | Met |
| Setback - Front | 30 ft . | $\sim 60.6{ }^{\prime}$ | Met |
| Setback - Sides | 10 ft . and 20 ft . | $\begin{aligned} & \sim 66^{\prime} \text { (west) } \\ & \sim 54^{\prime} \text { (east) } \end{aligned}$ | Met |
| Setback - Rear | 25 ft . | ~169' | Met |

Engineering comments state that Arlington Avenue shall be labeled, within its right-of-way, on the plans.
Items to be addressed
$\square$ Applicant shall label Arlington Avenue and right-of-way on the plans.

## 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 |
| :---: | :---: |
| - Building mass, height, bulk and width-to-height ratio within 50-150\% of buildings within 500' |  |
| - Architectural variety <br> - Similar materials and entrances to buildings within $500^{\prime}$ <br> 1 block east on Southfield - single-story, square, flat roofs, auto-oriented. <br> 1 block west on Southfield - single-story, square, flat roofs, auto-oriented. |  |
| - 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) <br> Southwest Elevation: $61 \%$ Masonry $(5,530 / 9,132)$ <br> - Brick/Stone: $\sim 5,530 \mathrm{sf}$ <br> - Glass (exempt): ~2,880 sf <br> - Aluminum Window Pane / mechanical screening: ~783 sf <br> - E.I.F.S: $\sim 2,819 \mathrm{sf}$ <br> - Total Area: ~12,012 sf <br> Northeast Elevation: 79\% Masonry (8,117.5/10,218) $=\sim 79 \%$ <br> - Masonry. ~8,117.5 sf <br> - Door (unknown material): ~60.5 sf <br> - E.I.F.S.: $\sim 1,738 \mathrm{sf}$ <br> - Glass (exempt): $\sim 1,736$ sf <br> - Aluminum window pane / mechanical screening: ~302 sf <br> - Total Area: ~11,954 sf <br> Southeast Elevation: 73\% Masonry $(2,877 / 3,960)$ <br> - Masonry. ~2,877 sf <br> - Glass (exempt): ~80 sf <br> - Aluminum Frame (doors): ~48 sf <br> - E.I.F.S: ~960 sf <br> - Screening: ~75 sf <br> - Total Area: ~4,040 sf <br> Northwest Elevation: 73\% Masonry (2,877/3,960) <br> - Masonry. ~2,877 sf <br> - Glass (exempt): ~80 sf <br> - Aluminum Frame (doors): ~48 sf <br> - E.I.F.S: ~960 sf | NOT MET |


| Required | Compliance |
| :---: | :---: |
| - Screening: ~75 sf <br> - Total Area: $\sim 4,040 \mathrm{sf}$ <br> $25 \%$ 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) <br> - Natural colors (bright for decorative features only) Natural brick and gray block |  |
| - Façade: <100' uninterrupted <br> - If $>100^{\prime}=$ recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed trim, brick bands, contrasting courses of material, cornices or porches <br> - All sides similar | Met |
| - Windows: vertical, recessed, visually obvious sills <br> - Spaces between windows = columns, mullions, or material found elsewhere on the façade <br> - Front facades $>25 \%$ windows $2,880 / 12,012=\sim 24 \%$, <br> - Size, shape, orientation, spacing to match buildings within $500^{\prime}$ | NOT MET |
| - Main entrances: doors larger <br> - 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) | Met |
| - Pitched / shingled roof forms suggested; overhanging eaves with slope of 0.5 to 1 <br> - Rooflines $>100^{\prime}=$ roof forms, parapets, cornice lines <br> - Roof-top mechanical equipment screened by roof form. | Met |

The proposed development does not meet masonry requirements for three of the four elevations, nor does it meet transparency requirements for the hotel's front façade. Though EIFS measurements are less than $25 \%$ of each elevation's composition, EIFS and each window's aluminum framing contribute to nonmasonry measurements. Because this is a new building, the materials/masonry requirements must fulfill the standard outlined in Section 1296.04 and require adjustment.

## Items to be addressed

$\square$ Applicant shall revise plans to ensure façade materials fulfill the building material and transparency requirements in §1296.04.

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

There are no significant natural features to preserve.

## Items to be addressed

None

## SIDEWALKS, PEDESTRIAN AND BICYCLE CIRCULATION

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

The site is not served by any public sidewalks. There are no bicycle lanes on the ROW or bicycle parking facilities proposed.

## Items to be addressed

## None

## 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 |
| :--- | :--- | :---: | :---: |
| Motels, hotels or other <br> commercial lodging <br> establishments | One (1) for each occupancy unit, plus one (1) <br> for each employee, plus spaces for any dining <br> rooms, restaurants, cocktail lounges, ballrooms <br> or meeting rooms, based upon maximum <br> occupancy code. <br> 109 rooms = 109 spaces <br> Employees: Details not provided <br> Total $=$ unable to determine | 122 parking <br> spaces | INQUIRY |


|  | Required | Proposed | Compliance |
| :---: | :---: | :---: | :---: |
| Parking <br> Area <br> Type B <br> §1290.05 | Adequate means of ingress and egress shall be provided and shown | Adequate access through the larger development site. Road frontage access is via Southfield Rd | 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 | Parking area is proposed to have asphalt and concrete. | Met |
|  | Concrete curbs and gutters | Proposed concrete curbs and gutters. | Met |
|  | When adjoining residential property and/or a residential street or alley: 6' solid masonry wall, ornamental on both sides, with bumper guards | This site does not adjoin a residential property, street, and/or alleyway. | N/A |


|  | All street boundaries of such parking facilities, <br> where residential property is located on the <br> opposite side of the street, shall be treated the <br> same as set forth in Section 1290.04, Off- <br> Street Parking A Areas; Residential Districts <br> Adjoining Business or Industrial Districts. | There are no residential <br> properties located across <br> from the site. | N/A |
| :--- | :--- | :--- | :---: |
| Entrance only from the adjoining principal use <br> or adjoining alley; no use of street for backing <br> or maneuvering | No use of street for backing <br> and maneuvering. | Met |  |
| In all cases where such parking facilities abut <br> public sidewalks, a wall or curb at least six (6) <br> inches high, or steel posts twenty-four (24) to <br> thirty (30) inches high and not more than five <br> (5) feet apart, set three (3) feet in concrete, <br> shall be placed thereon so that a motor vehicle <br> cannot be driven or parked with any part <br> thereof extending within two (2) feet of a <br> public sidewalk. | Parking facilities and spaces <br> do not abut public <br> sidewalks. | N/A |  |

Though the total number of parking spots likely fulfills the requirements as outlined in the Zoning Ordinance, employment information regarding the maximum and total number of hotel workers is required.

## Items to be addressed

$\square$ Applicant shall provide employee information and the total number of employees to determine parking requirements.

## 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 |
| :---: | :---: | :---: | :---: |
| 101 to 150 | 5 | 4 | NOT MET |

## Items to be addressed

Applicant shall convert another parking space to fulfill barrier-free requirements.

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 |
| :---: | :---: | :---: | :---: |
| 50,001 to 100,000 | 1 plus $1 / 20,000$ in excess of <br> $20,000 \rightarrow$ approximately 70,000 <br> sf GFA $=3$ spaces | 0 | NOT MET |

## Items to be addressed

Applicant shall provide the required loading spaces in accordance with §1290.09.

## ACCESS, DRIVEWAYS, AND VEHICULAR CIRCULATION

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

The standards of this section shall be applied to the following major traffic routes (arterials) identified in the City of Lincoln Park Comprehensive Development Plan: Southfield Rd., Fort St., Dix Ave., and Outer Dr.

There is no direct access to the site (Unit 5) from one of the major traffic routes. Access to the site is via the multi-use development to be developed on the remainder of the former Sear's site.

## Items to be addressed

## None

## 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.

Emergency vehicles may access the building via Southfield Rd.

## 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 |
| :---: | :---: | :---: | :---: |
|  | Greenbelt, $10^{\prime}$ width minimum with groundcover | Not applicable. | N/A |
|  | 1 tree and 4 shrubs per $40^{\prime}$ of street frontage No street frontage. | Not applicable. | N/A |
|  | Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge | Parked vehicles do not face ROW. | N/A |
|  | $10 \%$ of total lot area landscaped, including groundcover <br> ( 118,834 sf *0.1) $=11,883$ sf landscaping | 35,819 sf of landscaping is planned across the whole site. | Met |
|  | Interior landscaping to be grouped near entrances, foundations, walkways, service areas | Landscaped areas are near front entrance and sidewalks. | Met |
|  | 1 tree per 400 sf of required landscaping and 1 shrub per 250 sf of required landscaping <br> $11,883 / 400=30$ trees <br> $11,883 / 250=48$ shrubs | 30 trees and 60 shrubs provided. | Met |
| º000000 | 1 deciduous or ornamental tree per 10 parking spaces < 122 parking spaces; 12 trees | 12 trees proposed in the parking lot. | Met |
|  | 100 sf of planting area per tree | Planting standard met for each tree. | Met |
| or <br> 气 <br>  <br>  | Waste receptacle: Decorative masonry wall of at least $6^{\prime}$ with solid or impervious gate | Plan provided with matching wall materials and a height over 8'. | Met |
|  | Abutting residential: greenbelt, $15^{\prime}$ with $5^{\prime}$ evergreens (PC may waive), and/or solid $6^{\prime}$ masonry wall ornamental on both sides | Property does not abut residential. | N/A |

Items to be addressed

## None

## 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.

All erosion and sedimentation measures are under the jurisdiction of Wayne County. Engineering comments state that the site shall be graded to ensure no drainage can impact the adjoining properties, and that the applicant shall address the north side of the site to prevent this from happening. Existing and proposed grades are needed for Detailed Engineering Review.

## Items to be addressed

$\square$ Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to comply with soil erosion control standards.
$\square$ A Soil Erosion and Sedimentation permit must be obtained from Wayne County.
$\square$ The storm system and soil erosion plan must be reviewed and approved by the WCDPS Permit office and the Land Resource Management Division respectively.
$\square$ Applicant shall provide existing and proposed grades to ensure that the site shall be graded to ensure no drainage can impact adjoining properties.

## UTILITIES

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

The site is served by public water and sewer. The applicant should verify the existing water service capacity, type, and size, and will be required to conduct flow tests. The applicant proposes to tap into a lead on the north side of the site that does not appear to be on the City's utility maps. Engineering comments state that the size and location of existing utilities within and adjacent to the site must be shown on the plan. Additionally, the Le Blanc Drain is labeled as a 60 - ft.-wide sanitary sewer easement. The site must discharge to a sanitary sewer and not the drain. Furthermore, the proposed building shall not encroach into the drain easement, and details including the building's foundation will be required to verify this.

Items to be addressed
$\square$ Applicant shall revise the plans to reflect the information provided in the utility maps provided by the City Engineer on and adjacent to the site.
$\square$ Applicant shall work with the City Engineer to verify the existing water service and sanitary service type, size, and determine the lead capacity for the proposed buildings.
$\square$ Applicant shall revise the plans to properly label the Le Blanc Drain and to discharge the site to a sanitary sewer and not the drain.
$\square$ Applicant shall ensure that the proposed building shall not encroach into the Le Blanc Drain easement and shall provide details to verify.

## 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 management is under the jurisdiction of Wayne County. Engineering comments state that the developer will need to confirm that there are no wetlands or floodplain areas on the site.

## Items to be addressed

Applicant shall work with the City Engineer to review stormwater system to determine the appropriate permitting process.
$\square$ The storm system and soil erosion plan must be reviewed and approved by the WCDPS Permit office and the Land Resource Management Division respectively.
$\square$ Applicant shall confirm that there are no wetlands or 100-year floodplain areas on the site and noted as such on the plans.

## 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.

Sheet SP1.00 provides the proposed lighting and photometric plan. Proposed lighting includes polemounted lighting in the parking area that is downward facing and wall lighting. Lighting intensity does not exceed 1 footcandle at any lot line.

Items to be addressed
None

## NOISE

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

No indication of adverse noise impacts are anticipated from the development.
Items to be addressed
None

## MECHANICAL EQUIPMENT

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

Mechanical equipment is located on the roof of the building, and there is proposed metal screening.

## Items to be addressed

None

SIGNS
The standards of the City's Sign Code are met.
Signs shall be permitted by the Building Department in accordance with the Lincoln Park Sign Ordinance.

## Items to be addressed

Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.

## 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.

The proposed use is not expected to generate hazardous materials or waste.
Items to be addressed
None

## SITE DESIGN STANDARDS FOR USES PERMITTED AFTER SPECIAL APPROVAL

All applicable standards for uses permitted after special approval are met.
Hotels are principally permitted in the district.
Items to be addressed
None

## OTHER AGENCY REVIEWS

The applicant has provided documentation of compliance with other appropriate agency review standards, including, but not limited to, the Michigan Department of Natural Resources, Michigan Department of Environmental Quality, Michigan Department of Transportation, Wayne County Drain Commission, Wayne County Health Department, and other federal and state agencies, as applicable.

## Items to be addressed

$\square$ Applicant shall work with the City of Lincoln Park for the Brownfield agreement.
$\square$ Applicant shall provide property ownership information and a recorded deed to the Assessing Department.
$\square$ Applicant to secure all appropriate agency reviews as needed.

## VARIANCES

The Zoning Board of Appeals approved a dimensional variance to allow for a 4-story hotel on May 5, 2023.

## Items to be addressed

None

## RECOMMENDATIONS

## Findings

The information submitted with this proposal is substantially in compliance with §1296.01, Site Plan Review.

## Conditions

## Conditions to be Addressed Before Approval Letter is Issued

$\square$ Applicant shall label Arlington Avenue and right-of-way on the plans.
$\square$ Applicant shall revise plans to ensure façade materials fulfill the building material and transparency requirements in $\S 1296.04$.
$\square$ Applicant shall provide employee information and the total number of employees to determine parking requirements.
$\square$ Applicant shall convert another parking space to fulfill barrier-free requirements.
$\square$ Applicant shall provide the required loading spaces in accordance with $\S 1290.09$.

## Conditions of Approval

$\square$ Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to comply with soil erosion control standards.
$\square$ A Soil Erosion and Sedimentation permit must be obtained from Wayne County.
$\square$ The storm system and soil erosion plan must be reviewed and approved by the WCDPS Permit office and the Land Resource Management Division respectively.
$\square$ Applicant shall provide existing and proposed grades to ensure that the site shall be graded to ensure no drainage can impact adjoining properties.
$\square$ Applicant shall revise the plans to reflect the information provided in the utility maps provided by the City Engineer on and adjacent to the site.
$\square$ Applicant shall work with the City Engineer to verify the existing water service and sanitary service type, size, and determine the lead capacity for the proposed buildings.
$\square$ Applicant shall revise the plans to properly label the Le Blanc Drain and to discharge the site to a sanitary sewer and not the drain.
$\square$ Applicant shall ensure that the proposed building shall not encroach into the Le Blanc Drain easement and shall provide details to verify.
$\square$ Applicant shall work with the City Engineer to review stormwater system to determine the appropriate permitting process.
$\square$ The storm system and soil erosion plan must be reviewed and approved by the WCDPS Permit office and the Land Resource Management Division respectively.
$\square$ Applicant shall confirm that there are no wetlands or 100-year floodplain areas on the site and noted as such on the plans.
$\square$ Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.
$\square$ Applicant shall work with the City of Lincoln Park for the Brownfield agreement.
$\square$ Applicant shall provide property ownership information and a recorded deed to the Assessing Department.
$\square$ Applicant to secure all appropriate agency reviews as needed.

## Proposed Motion

I move that the City of Lincoln Park Planning Commission [approve / deny / table] the site plan numbered PPC23-0011, proposing a hotel at 2100 Southfield Road and consisting of the pages and revision dates found under 'Site Plan Documents' above, based on the finding that the proposal substantially complies with the requirements of $\$ 1296.01$. This approval is conditional upon the submittal, within 45 days of the date of this report, of a revised Site Plan resolving the items noted above and subject to administrative review and approval.

## HOME2 SITE PLAN SUBMITTAL

## 2100 SOUTHFIELD ROAD

LINCOLN PARK, MI

| ARCHITECT | SHEET INDEX: |
| :---: | :---: |
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August 29, 2023
Ms. Liz Gunden, AICP
Beckett \& Raeder, Inc.
535 West William St. Suite 101
Ann Arbor, MI 48103-4978
Re: Home 2 Home Suites at 2100 Southfield Road
City of Lincoln Park, MI
Hennessey Engineers Project \#72202
Dear Ms. Gunden:
Hennessey Engineers, Inc. completed our first Planning Commission review for the abovementioned project.

The project will develop a portion of the former Sears site in conjunction with the multi-use development submitted to Hennessey Engineers (Project \#72203) under a separate cover. Listed below are some comments which are recommended to be addressed in the preliminary site plan approval but would not be grounds for a reason for denial from an engineering feasibility standpoint:

1. Based on the site plan submitted, the Le Blanc Drain is labeled as a 60 -foot wide sanitary sewer easement. This site must discharge sanitary to a sanitary sewer and not the drain. Please refer to the enclosed set of utility maps for further information.
2. The developer should verify the existing water service location, capacity, type, and size. Flow tests will be required. The lead/main that the developer is proposing to tap on the north side of the site does not appear in the City's utility maps. Please refer to the enclosed set of utility maps for further information.
3. The storm system and soil erosion plan must be reviewed and approved by the WCDPS Permit office and the Land Resource Management Division respectively.
4. Show the size and location of the existing utilities within and adjacent to this site.
5. There are no wetlands shown in the development area. The developer will need to confirm that there are not any wetlands on this site. If there are wetlands on the site the developer must obtain a permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE). If there are no wetlands on this site, it should be noted as such.
6. If the development is impacted by the 100-year flood plain, the flood plain must be shown on the plans. If it is not, a note must be put on the plans indicating that the area being developed is not within the 100-year flood plain.
7. The site shall be graded to ensure no drainage can impact the adjoining properties. The developer shall address the north side of this site to prevent this from happening. Provide existing and proposed grades so this office can verify that this requirement is being satisfied.
8. Arlington Avenue shall be labeled, with its right-of-way shown on the plans.
9. The proposed building shall not encroach into the drain easement. A detail will be required to verify this. It should include the building's foundation.
10. The plans should be signed and sealed, by a registered Professional Engineer in the State of Michigan, for the Planning Commission submittal.

From an engineering feasibility standpoint, our office has no objection to the preliminary site plan. Therefore, it's our recommendation for preliminary site plan approval. Detailed engineering reviews will be required post Planning Commission approval.

If you have any questions, please do not hesitate to contact me.
Sincerely,
HENNESSEY ENGINEERS, INC


Richard J. McCarty, P.E.
Project Manager
RJM/rjm

cc: John Kozuh, DPW Director, City of Lincoln Park John Meyers, Building Official, City of Lincoln Park Laura Passalacqua (D'Onofrio), Commercial Business Assistant, City of Lincoln Park Monserrat Contreras, Permit Clerk, City of Lincoln Park<br>James Hollandsworth, Lincoln Park Project Manager, Hennessey Engineers

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## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") dated as of the $2^{\text {nd }}$ day of November, 2022 (the "Effective Date") by and between SOUTH DIX, LLC, a Michigan limited liability company (hereinafter referred to as "Seller"), and LINCOLN PARK EXTENDED STAY, LLC, a Michigan limited liability company (hereinafter referred to as "Purchaser") (collectively, the "Parties").

WHEREAS, Seller is the owner of that certain vacant property more particularly described on the attached Exhibit A, commonly known as 2100 Southfield Road, Lincoln Park, MI 48146, with Tax Parcel ID No. 45-005-99-0006-700 being here forth known as the Parent Parcel (the "Parent Parcel");

WHEREAS, Purchaser wishes to separate and purchase a parcel of land consisting of approximately 2.50 acres more or less, as generally depicted on the attached Exhibit B, the same to be more fully defined pursuant to the Survey to be obtained pursuant to Section $6(\mathrm{~A})(\mathrm{i})$ below (the "Property");

WHEREAS, the Property is part of the above defined Parent Parcel owned by Seller or its affiliates, intended to be developed as a mixed-use commercial, residential, and multifamily development. That portion of the Parent Parcel excluding the Property, is referred to herein as the "Seller's Parcel"; and

WHEREAS, the Purchaser wishes to develop the Property by way of construction of a 107 Room, Four Story, Hilton Home 2 Suites Hotel Project to be located in the City of Lincoln Park, Michigan (the "Project").

## WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell said Property (as defined herein), and Purchaser agrees to purchase said Property, upon the terms and conditions set forth herein, intending to be legally bound, as follows:

1. AGREEMENT TO SELL AND PURCHASE. Seller covenants and agrees to sell, and Purchaser covenants and agrees to purchase the above described Property, together with (i) any and all of Seller's rights, titles, powers, privileges, easements, rights-of-way, oil, gas or mineral rights and interests appurtenant to and which benefit the Property and the improvements (ii) all of Seller's rights, titles, powers privileges, licenses, easements, rights-of-way and interests, if any, of Seller, either at law or in equity, in possession of the Property and (iii) all of Seller's rights, titles, powers, privileges, interests, licenses easements and rights-of-way appurtenant or incident to any of the foregoing. The purchase and conveyance contemplated herein will be contingent on and subject to the terms, covenants, conditions and contingences herein.
2. SALE OF PROPERTY AND DEMOLITION OF STRUCTURES. Seller agrees to sell, convey, transfer, and deliver the Property to Purchaser, free from all liabilities, liens, obligations, and encumbrances, including any mortgage of Seller's Lender, and provide a fee simple marketable title to the Property subject only to the Permitted Exceptions of the title commitment. As used herein, the term "Permitted Exceptions" shall mean each of the following matters: (a) any encumbrance on title that would be disclosed by an accurate current survey of the Property; (b) the covenants, easements, reservations, restrictions and agreements and other matters that are shown on that certain title insurance policy, Policy No.: 1110047 (the "Existing Title Report") issued by First American Title Insurance Company; (c) all grants, licenses or other rights (if any) existing on the date of this Agreement in favor of any public or private utility company or governmental entity for, or pertaining to, utilities, sewers, water mains or drainage; (d) any and all present and future laws, regulations, restrictions, requirements, ordinances, resolutions and orders (including, without limitation, any of the foregoing relating to zoning, building and environmental protection) and any governmental permits, licenses or other approvals issued with respect to the Property as to the use, occupancy, maintenance, subdivision or improvement of the Property adopted or imposed by any bureau, board, commission, legislature, department or other governmental body having jurisdiction over or affecting the Property; (e) any lien for real estate taxes, school taxes, special assessments, business improvement district charges, water and sewer taxes, rents and charges and other governmental charges and impositions not yet due and payable; (f) any other matter that is either (i) expressly waived by Purchaser in writing, or (ii) deemed waived by Purchaser pursuant to the terms of Sections 5, 6 and 9 hereof; (g) such state of facts as would be disclosed by a survey of the Property, to the extent Purchaser does not perform a survey of the Property and (h) the standard printed exceptions, and exclusions to coverage, set forth in the ALTA standard form of owner's title insurance currently utilized by the Title Company (as defined herein).

At the time of Closing, Seller shall execute the necessary documents as provided for in this Agreement including, but not limited to, a bill of sale and a Covenant Deed transferring the Property to the Purchaser. Seller further agrees that it shall be solely responsible for the demolition and removal of the existing above-ground level structures currently located on the Property in accordance with the terms and conditions of the Site Development Agreement to be negotiated between Purchase and Seller as provided in Paragraph 6(C).
3. NON-ASSUMPTION OF LIABILITIES. The Parties agree that Purchaser shall not assume or be liable for any of the pre-Closing liabilities relating to periods prior to the date of Closing for the Property (unless such liabilities were caused by Purchaser or its agents, assignees, etc.) and the Property shall be delivered at Closing free and clear of any and all contracts and tenancies, excluding any required or necessary easements, utilities, or utility agreements affecting the Parent Parcel and Purchaser's Parcel.
4. CONSIDERATION. In consideration for the transfer of the above-described Property from Seller to Purchaser, the Purchaser shall pay to Seller the sum of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS ( $\$ 1,200,000.00$ ) ("Purchase Price") as stated hereinafter, which Seller shall accept from Purchaser in full payment thereof, subject to the following terms and conditions as listed in this Agreement.
5. EARNEST MONEY DEPOSIT. The sum of FIFTY THOUSAND AND NO/100 DOLLARS ( $\$ 50,000.00$ ) ("Deposit"), shall be deposited with the Title Company (as defined herein) to hold as escrow agent within three business days of the full execution of this Agreement. The Deposit shall be held by the escrow agent, until the Closing of this transaction, and to be disbursed pursuant to the terms of the Agreement. The Deposit shall remain refundable during the Due Diligence Period (as defined below) and shall become non-refundable upon the expiration of the Due Diligence Period unless otherwise extended or provided for herein. At the Closing, Purchaser shall pay to Seller the full Purchase Price with a credit in the amount of the Deposit paid subject to prorations and adjustments herein.
a. Due Diligence Period. Purchaser shall have the right and be permitted for a period of One Hundred Twenty (120) days (the "Due Diligence Period") commencing on the Effective Date to make such legal, factual or other inquires and investigations regarding the Property and financing, to have the Property inspected by agent(s) of Purchaser, and conduct such studies, tests and other due diligence as Purchaser deems necessary or advisable, in Purchaser's sole and absolute discretion, to satisfy itself that the Property is suitable for its hotel use purposes (collectively, the "Inspections"). Purchaser may extend the Due Diligence Period for an additional sixty (60) day period (the "Extended Due Diligence Period") by providing written notice to Seller and the escrow agent within ten (10) days prior to the expiration of the Due Diligence Period, along with an additional deposit of $\$ 50,000$ ("Extended Period Deposit"). Upon expiration of the Extended Due Diligence Period, if Purchaser has not terminated this Agreement in accordance with the terms herein, then the $\$ 50,000$ Deposit and $\$ 50,000$ Extended Fee Deposit (collectively, the "Deposits") shall become non-refundable, but applicable to the Purchase Price.
b. Purchaser's Right to Terminate. In the event that on or before the expiration of the Due Diligence Period, as the same may be extended (subject to the provisions of Paragraph 5(a) above) Purchaser, for any reason or no reason, shall have the option to terminate this Agreement without further liability by providing written notice to Seller and the Escrow Agent of such termination. Upon the exercise of such option by Purchaser, this Agreement shall automatically terminate, the Escrow Agent shall return the Deposits to the Purchaser and neither the Seller nor the Purchaser shall have any further rights or obligations under this Agreement, other than Purchaser's obligation to repair and restore any portion of the Property damaged or otherwise affected by Purchaser's Inspections as of the Effective Date, which such obligation of Purchaser shall survive the termination of this Agreement. In the event that the Purchaser shall fail to have given a notice of termination of this Agreement within the Due Diligence Period, as the same may have been extended, the Deposits shall become non-refundable for any reason, and the Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement.
c. Documents. Seller agrees to make available for inspection by Purchaser copies currently in its possession, of surveys, environmental reports, prior title policies (with copies of all exceptions and vesting deeds), geotechnical reports, plans and specifications, approvals, inspection reports, cost estimates, economic and other incentive agreement and reports, security, supply, service, leases, deposit agreements, inventories, certificates,
licenses, operating and other material contracts, reports or information affecting the Property as of the date hereof ("Prior Reports") within Ten (10) business days of the Effective Date of this Agreement.
6. DUE DILIGENCE INSPECTIONS. At any time during the Due Diligence Period, (as the same may be extended), Purchaser and/or its representatives and agents shall have the right to enter upon the Property at all reasonable times for the purposes of conducting any and all Inspections of the Property as Purchaser deems reasonable and necessary, subject to providing reasonable advance notice to Seller (the "Due Diligence Inspections"), except that Purchaser (and such representatives and/or agents) shall do nothing to interfere with the business operations conducted on the Premises (if any). Purchaser may further seek to obtain or investigate any and all permits and approvals, including without limitation all building permits, site plan approvals, zoning approvals, variances, environmental remediation reports and plans, special use permits and/or conditional use permits related to Purchaser's contemplated use and improvement of the Premises as an extended stay Hotel, and approval of any land development plans, adequate ingress and ingress, acceptable impact fees, adequate signage and acceptable design, with respect to the development and use of the Property. Seller and its agents shall have the right to be present during Purchaser's Inspections, provided that failure to do so shall not prevent Purchaser from exercising its due diligence, review and Inspections hereunder. Purchaser agrees to exercise reasonable care when visiting the Property, in a manner which shall not adversely affect the operation of the Property, and pay the costs of all such inspections. If the Inspections include borings to be performed into the Property, Purchaser must obtain the written authorization to bore on the Property from Seller before conducting such study not to be unreasonably withheld. All investigative materials and the results of any inspection or test are to remain confidential and be delivered to Seller in the event the transaction contemplated herein does not close. Purchaser shall, in good faith, take all actions possible on an expediated basis to complete its due diligence requirements for the subject Property within the time frame provided; Seller, in good faith, shall cooperate and provide reasonable assistance if requested by Purchaser in regards to its intended use of the subject Property, including but not limited to, providing cooperation in seeking necessary approvals of the City of Lincoln Park and the adjacent business owners to the subject Property. Purchaser shall indemnify, defend and hold Seller harmless from any claim, loss, cost, expense, liability, damage, or injury, including reasonable attorneys' fees, arising out of or related to any Inspections. In the event any such Inspections disturb any portion of the Property the Purchaser shall, at its sole cost and expense, promptly restore the Property to its prior condition. These obligations shall survive the Closing or the termination of this Agreement. If this transaction does not close, regardless of the reason therefor, copies of all third-party reports prepared for or by Purchaser or any Consultant or agent of Purchaser or provided to Purchaser by Seller in connection with this Agreement shall be delivered to Seller upon request therefor by Seller
A. APPROVALS. During the Due Diligence Period, the Parties shall diligently pursue the following approvals (collectively, the "Approvals").
i) Land Division. The Parties acknowledges that the Property is not presently a separate conveyance lot. Without encumbering the Property or Seller's Parcel, the Parties agree to cooperate to, at Seller's expense, complete any subdivision
or lot split approval process of the Property which is necessary in order to convey the Property to Purchaser at Closing as a separate, transferable and taxable parcel ("Lot Split"). Seller must submit the appropriate surveys, drawings and complete copies of all Lot Split applications to Purchaser for Purchaser's written approval, consent and execution (not to be unreasonably conditioned, withheld or delayed) no fewer than five (5) business days prior to submission to the appropriate governmental authority. Purchaser shall either consent or provide comment within two (2) business days of receipt. When the Parties agree on the final legal description of the Property, based on the Lot Split requirements, the Parties will amend this Agreement to incorporate the proper legal description of the Property prior to Closing. In the event that a Lot Split is not attainable from the City of Lincoln Park, the Parties agree that the site shall be converted a condominium development.
a. Survey. Within Twenty (20) days following the Effective Date, Seller, at its sole cost and expense, shall order, and upon receipt deliver to Purchaser, a current ALTA survey ("Survey") of the proposed Property for Purchaser' benefit and use, including, but not limited to, Site Plan Approvals. The Survey shall be certified to Purchaser, Seller and the Title Company and a copy of the Survey shall also be furnished to the Title Company. The Survey shall be in compliance with ALTA minimum standards for land title surveys and shall be sufficient to permit the Title Company to modify the standard printed exception in the Owner's Policy of Title Insurance pertaining to discrepancies in the areas of boundary lines, encroachments, overlapping of improvements, or similar matters (herein called the "Survey Exception").
ii) Property Site Plan Approval. Purchaser shall pursue, at its sole cost and expenses, all requisite approvals by governmental entities ("Property Site Plan Approval") for the site plan of the Property mutually agreed upon by Purchaser and Seller, which will include a Hotel with approximately 107 rooms ("Property Site Plan"). Purchaser and Seller shall use commercially reasonable efforts to reach agreement and finalize the Property Site Plan to be submitted to the City of Lincoln Park for approval during the Due Diligence Period. In the event that the City does not permit the hotel use on the Property at any time during the duration of this Agreement, then either party may terminate this Agreement with a refund of Purchaser's Deposit being provided to Purchaser.
iii) Entitlement Approval. Purchaser shall pursue all necessary variances and the issuance of all necessary permits and approvals to allow construction and the proposed use of the Property as a Hotel (collectively, "Entitlement Approval"). Seller shall, at no cost to Seller, reasonably cooperate with and assist Purchaser in obtaining Entitlement Approval, including, without limitation, the signing of all documents and attending all public meetings necessary to obtain the same.
B. AGREEMENTS. During the Due Diligence Period, Purchaser and Seller shall use good faith efforts to finalize the following agreements (and if such agreements are not finalized during the Due Diligence Period, Purchaser and Seller shall continue to use good faith efforts to finalize them prior to Closing), which shall be executed and delivered at Closing. If Purchaser and Seller are unable to agree to such agreements prior to the expiration of the Due Diligence Period, then this Agreement shall be automatically deemed terminated and the Deposit shall be returned to Purchaser and neither party shall have any further obligation under this Agreement.
i) Hotel Restriction Agreement. Purchaser and Seller shall finalize a restrictive use agreement to be recorded against Seller's Parcel at Closing ("Hotel Restriction Agreement"), which provides that a hotel may not be constructed or operated on the Seller's Parcel for so long as a Hotel is open and operating on the Property, without Purchaser's prior written consent. In the event Seller's proposed use of the Seller's Parcel is revoked or denied by the City, then this hotel restriction will not apply and shall be terminated. The Property shall be subject to a restrictive use agreement to be recorded against the Property that prohibits the Property from engaging in any future uses that compete with any current uses located on the Seller Parcel. In addition, the Property may not be used in any manner which constitutes a public or private nuisance or which permits or generates a noxious (as opposed to the normal and customary Class A hotel) odor, noise, sound, litter, dust, or dirt which can be heard, smelled or readily seen outside of the Property.
ii) Construction Easements. Purchaser and Seller shall finalize temporary construction easements ("Construction Easements") to be recorded against applicable portions of the Seller's Parcel and/or the Property, to the extent necessary to allow Purchaser to perform Purchaser's Work (defined in Section 6(C)(ii) below), and to allow Seller to perform Seller's Work (defined in Section 6(C)(i) below).
iii) Reciprocal Easement Agreement. Purchaser and Seller shall finalize a reciprocal easement agreement ("REA") to establish certain reciprocal easements for ingress, egress, parking and such other reciprocal property interests that will be in the common best interest of the Purchaser and Seller, together with defining shared costs and obligation of Purchaser and Seller. Such REA shall include a permanent road easement from Southfield Road to the Hotel Site. The REA shall require Purchaser to provide a sufficient number of parking spaces on the Property to meet all applicable governmental parking regulations. Purchaser's tenants and invitees shall park on the Property and Purchaser shall take all reasonable efforts to prevent its tenants and invitees from parking in the parking lot located on the Seller Parcel. Nothing contained in the REA shall be construed to grant Purchaser the right to use the Seller Parcel in order to meet any parking,
setback, sidewalk, bulk or other zoning or building requirements applicable to the Property.
iv) Sign Agreement. In addition to any other signage to be placed on the Property by Purchaser, or as required by Purchaser's Franchisor or the City, Purchaser and Seller shall work toward finalizing any necessary agreements which provide that Purchaser shall have the right to install a permanent sign panel on (the size and location of which must be mutually agreed to by Purchaser and Seller) the Seller Parcel Entrance Sign to be located on Southfield Road and Dix Road ("Sign Agreement").
v) Mutual Design Criteria Approval. Purchaser and Seller shall proceed with using their own architectural designs of Purchaser's Hotel and Seller's development of the Commercial Plaza to be constructed on the respective properties. Seller recognizes that the Hotel design must conform to the prototype requirements of the Hotel Franchisor. Seller agrees to provide Purchaser a copy of its Site Plan for the Seller's Parcel previously submitted to the City of Lincoln Park within Ten (10) days of the Effective Date of this Agreement. The Parties understand that City of Lincoln Park approval of the building designs may be required before finalization of site plans.
C. INFRASTRUCTURE DEVELOPMENT OBLIGATIONS. Prior to the expiration of the Due Diligence Period, Purchaser and Seller shall use reasonable efforts to agree upon a general form of site development agreement ("SDA"), which the Parties shall execute and deliver at Closing. The terms of the SDA will provide for, among other things, the following, to the extent applicable upon completion of the Property Site Plan:
i) Seller's Work. Seller shall perform, or shall cause the performance of, the work ("Seller's Work"), at its sole cost and expense, which shall be more particularly described in the SDA, and which shall include, without limitation, the following: (a) demolition of the existing above-ground structures on the Property including demolition and removal of any substructures, building foundations and footings, subject to Force Majeure Delays (defined in Section 6(C)(iii) below); and (b) compacting of the soil and rough grading of the Property to the elevations set forth in the plans governing such Seller's Work. Purchaser agrees that it shall pay for any and all improvements to the existing pavement (including adjacent road rights-of-way) which may be required by Seller or the applicable governmental authorities as part of the approval of the development of the Property. As part of Purchaser's initial development of the Property it shall be responsible for any and all improvements necessary for the creation of the Property including, any necessary relocation of utility lines, and any necessary relocation or removal of site electric/light poles located on the Property, the construction of any structures to accommodate storm water
that currently drains from Seller's adjacent property onto the Property. Purchaser shall be responsible for obtaining all governmental approvals associated with such work, subject to Seller's review and approval of all plans and specifications, such approval not to be unreasonably withheld, delayed or conditioned. Seller's Work shall be performed in accordance with all applicable permits, licenses, approvals, laws and requirements of applicable governing authorities. If any utility services are not available for Purchaser's proposed development from existing lines along Arlington Ave., and any such utility lines serving the adjacent development belonging to Seller (whether on the Property or Seller's remaining property) can accommodate Purchaser's requirements without alteration and can be connected to without significant intrusion onto the parking lot or access drives serving Seller's adjacent development, then Seller shall, subject to the approval of the applicable governmental authority / utility provider, grant to Purchaser an easement for such utility at Closing.
ii) Purchaser's Work. Purchaser shall perform, or shall cause the performance of, all site and building work upon the Property necessary to construct, open and operate the contemplated Hotel thereon ("Purchaser's Work"), at its sole cost and expense, which shall be more particularly described in the SDA, and which shall include, without limitation, the following: (a) construction of all site improvements on the Property in accordance with the Property Site Plan, including, without limitation, installation of utilities, paving, lighting and landscaping; (b) completion of construction of the contemplated hotel building in accordance with the Property Site Plan and (c) installation of all on-site signage. Purchaser's work shall be performed in accordance with all applicable permits, licenses, approvals, laws and requirements of applicable governing authorities, and documents of record applicable to the Property, and shall be in compliance with the Property Site Plan.
iii) Force Majeure Delays. For purposes hereof and the SDA, "Force Majeure Delays" shall mean delays resulting from acts of God, governmental actions or failures to act, war, casualty events, strikes, riots, civil commotions, pandemics, adverse weather conditions, shortages of materials or supplies, fire or other casualties, enemy actions, or delays beyond the reasonable control of the Purchaser and Seller.
iv) Purchaser hereby acknowledges that certain utility lines/drainage/improvements (together, the "Improvements") may be currently located on, onto and/or under the surface of the Property or within ten (10) feet of the boundary of the Property. If the transaction contemplated herein closes, the Deed shall provide that Purchaser shall take title to the Property subject to an easement reserved by Seller for all such Improvements, which easement shall provide that no building or structure
may be built over such Improvements, but shall further provide that Purchaser may relocate any utility or drainage Improvements to another portion of the Property on which there shall be no building or structure, provided such relocation does not result in interruption or diminishment of utility service or drainage and further provided Purchaser obtains Seller's prior written consent for any such relocation. If Purchaser desires to relocate any of the Improvements affecting or encumbering the Property, any such relocation shall be completed at Purchaser's sole cost and expense, without interruption to Seller's utility service or drainage and only upon Seller's prior written approval of the plans and specifications for all aspects of such relocation, which shall not be unreasonably withheld. Purchaser further acknowledges that title to the Property shall be subject to any existing drainage from adjacent parcels and roadways currently draining onto and/or across the Property.
7. CONDITIONS PRECEDENT. This Agreement is conditioned upon and subject to all of the following, provided, however, that Purchaser may waive one or more at any time before the Closing Date:
a. That Seller shall provide clear, marketable title, free of all liens or encumbrances other than Permitted Exceptions.
b. That all of Seller's representations and warranties contained in Section 13 hereof are true in all material respects as of the date of Closing, and Seller has complied with all conditions required hereunder and delivered all documents required;
c. That Purchaser has received from Title Company a current ALTA owner's form of title insurance policy or has received an irrevocable and unconditional binder to issue the same in the amount of the Purchase Price, dated, or updated to, the date of the Closing, insuring, or committing to insure, at its ordinary rates Purchaser's good and marketable title in fee simple to the Property and otherwise in such form and with such endorsements as provided in the title commitment approved by Purchaser pursuant to this Agreement, subject only to the Permitted Exceptions.
d. That the Parties have finalized and executed a mutually acceptable reciprocal easement agreement to allow the appropriate access and parking between the Property and Seller's Parcel.
e. That Purchaser shall have received the necessary and appropriate approvals from the City of Lincoln Park to allow for Purchaser's intended use of the Property as a Hotel, including, but not limited to, land division, site plans, zoning, setbacks, height and parking allowances and any necessary variances.
f. That if applicable, the Seller's Lender has agreed to release its mortgage or lien on the Property to be subdivided and approval of the sale of the Property to the Purchaser.
g. That Purchaser shall have secured Hilton Franchise Holding, LLC's ("Franchisor's") approval of Purchaser's application for a new franchise/license agreement to operate the proposed Hotel as a Home 2 Suites Hotel (the "Franchise Agreement"). No demolition shall occur on the Property and there shall be no land division of the Parent Parcel until such time as the franchise/license is approved by the Franchisor, and a copy provided to Seller.

In the event Purchaser commissions and obtains any current report of the condition of the Property, including, but not limited to, surveys, soil boring reports or environmental reports, Purchaser shall provide to Seller a copy.

## 8. OTHER OBLIGATIONS OF THE PARTIES.

a. Seller agrees to make available to Purchaser copies of all surveys and environmental reports, if any, affecting the Property as of the date hereof. Seller agrees to provide said information to the Purchaser within Ten (10) business days of Seller's execution of this Agreement.
b. Seller agrees to give Purchaser, at any reasonable time during the Due Diligence Period, the opportunity and authority to inspect and investigate any and all aspects of said Property, subject to Seller's written approval regarding any boring activities not to be unreasonably withheld.
c. Seller agrees that it shall provide full and reasonable cooperation to Purchaser during the duration of Purchaser's construction activities at the Property. Seller acknowledges that the anticipated construction of the Hotel Project, once commenced, shall encompass an estimated timeframe of 18 months from commencement to completion. Seller further acknowledges that the construction activities at the Property for the construction of the four-story Hotel Project shall include and require, but not be limited to, access of trucks to and from the Property, storage of materials at the Property, and the creation of noise, dust, and other associated conditions typical to a construction project such as the Hotel Project envisioned by the Parties to this Agreement.
9. TITLE INSURANCE. Seller agrees to provide a commitment issued by the Title Company to issue an ALTA standard owner's policy of title insurance issued by a title insurance company acceptable to Purchaser, bearing a date later than the Effective Date of this Agreement, together with copies of all easements, covenants, restrictions and other recorded documents affecting the Property, and agreeing to insure fee simple title without standard exceptions or any other exceptions except the Permitted Exceptions other than as to taxes not yet due and payable (provided that Purchaser shall be required to obtain and pay for a survey of the Property as necessary to eliminate the standard survey exceptions if required) in the amount of the Purchase Price, which policy shall be issued pursuant to said commitment as of the Closing Date. Purchaser shall pay for any requested title endorsements. Seller also represents and warrants that at the time of the closing, there will be no monetary liens or any other type of liability regarding the Property
except the lien for general property taxes and assessments not yet due or payable. Seller will provide to Purchaser the commitment for said title insurance within Ten (10) days of the Effective Date of this Agreement. The Title Insurance Company shall be: Title Connect LLC, located at 28470 W. 13 Mile Road, Suite 325, Farmington Hills, MI 48334. ("Title Company").
a. Purchaser shall review, and either approve or object to the status of title within twenty (20) days after receipt of the Title Commitment and survey to be supplied by Seller, or Purchaser where Purchaser so elects to conduct such. If objection to the Title Commitment and/or survey is made, based upon written opinion of Purchaser's attorney provided to Seller and Title Company that the title is not acceptable to Purchaser, in its sole discretion, then Seller shall have twenty (20) days from the date notified in writing of the particular defects claimed to remedy the title. Purchaser shall be deemed to object to any mechanic's lien or any monetary lien, or any deeds of trust, mortgage, or other loan documents secured by the Property. Failure to respond to objection within said twenty-day period shall be deemed notice by Seller that it elects not to cure said defect. If Seller is unable or unwilling to remedy the title within the time specified to Purchaser's satisfaction, then Purchaser may request the immediate refund of the Deposit in full and terminate this Agreement, or Purchaser may waive objection to said defect and proceed to Closing. If Purchaser fails to timely notify Seller and Title Company of any objections to the title commitment or any amendment thereto, or if Purchaser fails to timely notify Seller and Title Company of its election to terminate this Agreement after delivery by Seller to Purchaser and Title Company of notice of Seller's election not to remove any matter objected to by Purchaser, then Purchaser shall be deemed to have approved the Title Commitment, or any amendment thereto, all remaining exceptions in the Title Commitment shall be Permitted Exceptions and to have elected to proceed with the purchase of the Property.
10. CONDITION OF PROPERTY. Seller and Purchaser acknowledge and agree that the Property, structures, buildings, improvements and all fixtures, equipment, plumbing, heating, cooling and electrical systems are being purchased and sold in an "AS IS, WHERE IS" condition without any representations and/or warranties whatsoever by Seller concerning the physical condition of the Property, or its fitness for any particular purpose unless otherwise provided for in this Agreement. Purchaser acknowledges that as of the date of Closing it will have inspected, analyzed, reviewed and evaluated the Property, that it and its representatives will have conducted such investigation of the Property as deemed necessary by Purchaser and that it will be thoroughly aware of the condition of the Property. To the extent Seller provides or has provided any plans, specifications or other information with respect to the Property, Purchaser acknowledges that such information (a) is provided to assist Purchaser in its examination of the Property; and (b) is provided without representation or warranty by Seller with respect to its accuracy, content or completeness. The terms of this paragraph shall survive Closing.
11. PRORATIONS. Real Estate and Personal Taxes. Seller shall pay all real estate and personal property taxes and assessments, which have become due as of the Closing Date. Current real estate taxes, assessments and personal property taxes, if any, shall be prorated between the Seller and Purchaser as of the Closing Date in accordance with the due date basis. Special assessments that are due and payable as of the Closing Date shall be paid in full by the Seller
however assessments due on an installment basis on and after the Date of Closing shall be the responsibility of Purchaser. If, after the Closing, the Property remains part of a larger parcel for purposes of taxes or assessments, Seller shall pay the amount of any tax or assessment installments becoming payable in respect of the larger parcel of which the Property is a part. In that case, however, Seller shall receive an additional payment at Closing equal to the estimated amount of the Property's share of any such tax or assessment installments. In the case of taxes, the estimated amount shall equal one-half of the Purchase Price times the anticipated millage rate. The estimated amount of any assessment installments shall be based upon the method by which the assessment is determined, such as street or road frontage, square footage, hookup or usage.
12. OPERATION OF THE PREMISES. Seller shall not execute any contracts, encumbrances, transfer, leases or any other agreements affecting the Property in any way during the period from the date of the Agreement through the Closing Date without the prior written consent of the Purchaser. Notwithstanding the foregoing, Seller may enter into easements, conditions, restrictions or similar agreements with neighboring property owners or governmental bodies that are reasonably required to enable Seller to complete its development of the Parent Parcel so long as the foregoing are immaterial to Purchaser's intended use of the Property. Seller covenants for the benefit of, and agrees with the Purchaser, that after the date hereof and to the Closing Date, Seller shall not encumber, mortgage, sell or interfere with title to the Property in any way whatsoever prior to Closing.

## 13. CLOSING DOCUMENTS.

a. At the Closing, Seller shall deliver to the Purchaser the following:
i. Covenant Deed subject to Permitted Exceptions.
ii. A certificate of Good Standing for Seller.
iii. Authorizing Resolutions from the Seller, authorizing entry into this Agreement and execution of all the documents described herein.
iv. A Certificate, signed by Seller, certifying to Purchaser that the representations and warranties of Seller contained in Section 14 of this Agreement are true and correct in all material respects as of the date of Closing.
v. Such other documents and instruments as may be required by any other provision of this Agreement or as may be reasonably required to give effect to the terms and intent of this Agreement including but not limited to documents required by any title company or lender such as 1099S, FIRPTA, owner's affidavit, Real Estate Transfer Valuation Affidavit, and closing statements.
b. At the Closing, Purchaser shall deliver the Purchase Price to the Seller subject to prorations, credits and adjustments provided for herein.
14. SELLER'S REPRESENTATIONS. The following representations are made as of the date hereof and as of the Closing Date:
a. Seller is duly qualified under the laws of the State of Michigan and has the authority and power to execute this Agreement and all such action has been duly and validly authorized by all necessary proceedings on behalf of Seller.
b. The execution of this Agreement and the consummation of the transaction contemplated herein constitute the binding and valid legal obligation of Seller; and the execution or delivery of this Agreement, the consummation of the transactions or the performance of or compliance with the Agreement will not (i) conflict with or result in a breach of or a default under the corporate documents of Seller, or (ii) conflict with or result in a breach of or a default under any agreement or instrument to which Seller is a party or by which it or any of its properties may be subject or bound..
c. Seller is the owner of and has good marketable title to the Property referred to in this Agreement, free of all restrictions on transfer, assignment or sale, and that, at the time of the Closing, there will be no monetary liens or encumbrances or any other type of liability regarding the Property, except the Permitted Exceptions; and Seller has received no notice of any default or breach by Seller under any covenant, condition, restriction, right of way or easement affecting the Property.
d. Seller has to the best of its knowledge, owned and operated the Property in accordance with all laws, ordinances, and rules relating to the Property and is not aware of nor received notice of any violations of laws, ordinances and regulations with respect to the Property.
e. There are no proceedings, litigation, investigations, claims, judgments, or liens are now pending or to the best of its knowledge threatened against Seller or against the Property, which would or could materially affect the Property or Seller, referred to in this Agreement.
f. Seller will, up to the date of Closing, operate the Property in the usual and ordinary manner and maintain the Property in its current condition and maintain insurance on the Property; and Seller has not and will not contract for services or employment that will bind Purchaser as successor in interest or after Closing.
g. As of the day of Closing, except for the Permitted Exceptions, there will be no liabilities or obligations of any nature to the best of Seller's knowledge, including without limitations, bank or mortgage loans, security interests, assignments or tax liabilities due, other than as disclosed in writing and approved by the Purchaser, and that the Seller to the best of its knowledge is not aware of or have any reasonable grounds to suspect any basis for the assertion of any liability of any nature, and in any amount, which would be a material charge or an obligation or a lien against said Property except as stated in this Agreement.
h. As of the day of Closing, there are no employment contracts, pension or profit sharing plains, wages or indebtedness due of a kind to any employee, or Union contracts for which
the Purchaser would become liable, and that there is no litigation pending or threatened or which would affect Purchaser's interest in said Property.
i. Seller is not a "Foreign Person" within the meaning of Internal Revenue Code Section 1445(f)(3); and there are no leases, rights to occupancy, or rights to purchase the Property granted to any other party.
j. Other than what may be disclosed in the Title Commitment, there are no bankruptcy proceedings involving the Property; existing, or to the best of its knowledge pending, or proposed special assessments; and there is no judgment that is or may become a lien on the Property.
k. To the best of Seller's actual knowledge, there are no unpaid or partially paid bills outstanding for work or brokerage commissions for the Property that could result in a lien upon the Premises, nor are there any liens claimed or filed against the Property nor any notices that may result in any liens being filed against the Property.

1. Omitted.
m . The Parent Parcel is served by public water service and public sewer service, and no wells or septic systems exist at the Parent Parcel.
n. Seller has not received any written condemnation notice from any governmental authority with respect to all or part of the Parent Parcel.
o. There are no management agreements for the Property. If there are any such agreements, all such agreements with respect to the Property shall be terminated, and Seller shall deliver written evidence of such termination to Purchaser and shall indemnify, defend and hold harmless Purchaser from and against all claims, costs and expenses asserted against or incurred by Purchaser as a result of such termination.

## p. Omitted.

q. Seller maintains insurance policies for the Property and such policies are in full force and effect and of adequate value as would be reasonable in its industry. The Seller has not defaulted on any of its insurance policies.
r. Seller is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"). Seller is not: (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules
and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"); (ii) a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (iii) owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

All the foregoing representations and warranties shall be deemed made by Seller on the date hereof and on the date of Closing, and shall be a condition precedent to the Closing, and the representations and warranties set forth in this paragraph shall survive Closing for one hundred eighty (180) days. In no event shall any claim for a breach of any representation or warranty of be actionable or payable if the breach in question results from, or is based on, a condition, state of facts or other matter which was known to the Purchaser prior to Closing or which was contained in the Prior Reports or in any other of Seller's files, books or records made available to Purchaser for inspection or could have been discovered by Purchaser with the application of reasonable efforts to inspect the Property prior to Closing. Seller covenants to promptly inform Purchaser in writing of any such changes that cause or are likely to cause the foregoing warranties to be untrue. If any of the foregoing representations and warranties shall change in any way between the Effective Date and Closing so as to no longer be true, Seller shall have the right to terminate this Agreement within five (5) days of receipt of written notice of any such change. If Purchaser timely exercises its right to terminate this Agreement as provided in this Paragraph, then Purchaser shall be entitled to a return of the Deposit, and this Agreement shall terminate and the Parties shall be relieved of all liability hereunder, except as to matters that survive termination.

Seller agrees to defend and indemnify Purchaser against and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, but not limited to, reasonable attonneys' fees and disbursements, resulting from any material misrepresentation or breach of the warranties set forth in this paragraph. Enforcement of this indemnification shall be the sole remedy of Purchaser with respect to such representations, and warranties following Closing. However, Seller shall not be obligated to indemnify Purchaser under this paragraph unless Purchaser gives written notice of any breach of any such warranty or representation hereunder within one hundred eighty (180) days of the Closing Date. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Purchaser have a remedy of, or be entitled to, (a) indirect, special or consequential damages or (b) punitive or exemplary damages.

## 15. INDEMNIFICATION.

a. Indemnification of Purchaser. Subject to the limitations, conditions and provisions set forth in this Agreement, Seller agrees to indemnify, defend and hold harmless Purchaser and its respective officers, directors, agents, and representatives (collectively, the "Purchaser Indemnified Parties") from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attomeys' fees, asserted against or incurred by Purchaser incident to or arising out of events, actions, omission, or circumstances
which took place on or prior to the Closing Date, whether disclosed or undisclosed, in connection with the ownership or operation of the Property. (collectively, "Purchaser's Damages").
b. Indemnification of Seller. Subject to the limitations, conditions and provisions set forth herein, Purchaser agrees, to indemnify, defend and hold harmless Seller and Principal and their respective spouses, representatives, heirs, executors, administrators, shareholders, officers, directors, agents and representatives (collectively, the "Seller Indemnified Parties") from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, asserted against or incurred by Seller incident to or arising out of events, actions, omission, or circumstances which take place after the Closing Date in connection with the ownership or operation of the Property (collectively, "Seller's Damages").
c. The obligations and liabilities of the respective Parties under Paragraphs 15.a. and 15.b. hereof with respect to claims for Purchaser's Damages and/or Seller's Damages, as the case may be, resulting from the assertion of liability by third Parties including, without limitation, governmental entities (hereinafter, "Purchaser's Claims" and "Seller's Claims"), shall be subject to the condition that within thirty (30) days after receiving written notice thereof (or such other reasonable period of time where such 30 day period is not commercially reasonable), Purchaser or Seller, as the case may be, will give the other party notice of any Purchaser's Claims or Seller's Claims asserted against or incurred by the Purchaser Indemnified Parties or the Seller Indemnified Parties, and the notified party may undertake the defense thereof by counsel of its own choosing and at its own expense. The indemnified party may, by counsel, participate in such proceedings, negotiations or defense, at its own expense, but the indemnifying party shall retain control over such litigation. In all such cases, the indemnified party will give reasonable assistance to the indemmifying party, including making employees available without charge as reasonably requested. The indemnifying party shall be responsible for all costs of such undertaking.
16. ASSIGNMENT. Purchaser shall not have the right to assign any part of its right, title and interest in and to this Agreement without the written consent of Seller not to be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of said assignee, its respective heirs, representative, successors and assigns.
17. RISK OF LOSS. Risk of loss or damage to any of the Property to be sold hereunder to Purchaser by fire, theft or casualty, from the date of the acceptance of this Agreement to the Closing is assumed by Seller, and Purchaser shall have the sole option to rescind this transaction after the occurrence of any such loss or damage exceeding fifty percent (50\%) of the value of the Property, with a fuil and immediate refund of all Deposits.
18. DAMAGE OR CONDEMNATION. If, prior to the Closing, eminent domain proceedings have been instituted by and public or private authority to appropriate all or any part of the Property or if the buildings or any par thereof, or improvements included in the Property shall be destroyed or damaged, then in any such case Purchaser, may elect to terminate this Agreement without liability on either Purchaser's or Seller's part. If Purchaser terminates as aforesaid, the Deposit shall immediately thereupon be refunded to Purchaser. If Purchaser desires
to close this transaction any and all awards given as a result of said damage or condemnation shall be assigned to Purchaser at the time of Closing and Seller warrantying that it will take all action and execute all documents necessary to assist Purchaser with such, the obligation of which shall survive Closing.
19. NOTICES. Any notice, demand, request, consent or other instrument which may be or is required to be given shall be served personally or sent by Overnight Courier or by the United States mail, postage prepaid, and addressed to such party at its address set forth below or at such other place as either party may designate by written notice to the other, by facsimile or electronic mail. Any written notice served personally shall be deemed served on the date of its receipt. Any written notice sent by Overnight Courier shall be deemed served on the date it is placed in the possession of the Overnight Courier. Any written notice sent by mail shall be deemed served on the date it is placed in the possession of the Unite States Postal Service. Any written notice served by facsimile or electronic mail shall be deemed served on the date it is faxed/sentelectronically as long as proof of said transmission is provided. For purposes of this Agreement, notice shall be sent to Seller and Purchaser as follows:

| To Seller: | South Dix, LLC <br> Attn: Jordan Jonna <br> 4036 Telegraph Road, Ste. 201 <br> Bloomfield Hills, MI 48302 |
| :--- | :--- |
| To Purchaser: | Lincoln Park Extended Stay, LLC <br> c/o Akram Namou |
| 31100 Stephenson Highway |  |
| With a copy to: | Madison Heights, MI 48071 <br> akramnamouhosp@aol.com |
|  | Butler Legal Services, PLLC <br> Patrick N. Butler, Esq. |
| 31100 Stephenson Highay |  |
| Madison Heights, MI 48071 |  |
| pnbutleresq@gmail.com |  |

20. CLOSING. If all of the conditions and contingencies are completely satisfied, then a mutually acceptable Closing Date (also referred to herein as Closing) no later than thirty (30) days after the later of the receipt of all of Purchaser's required approvals and entitlements from the City of Lincoln Park and Seller's demolition of the existing structures on the Property shall be set. The Parties may elect to close pursuant to written instruction of the Parties and not in person. At or prior to Closing, Seller shall be responsible for paying the following expenses:
21. All transfer taxes and/or documentary stamps due at Closing;
22. Cost for preparing the Property's Title Commitment and issuing a typical ALTA owner's policy in the amount of the purchase price; and
23. $50 \%$ of all standard escrow and closing fees charged by Title Company.

At or prior to closing, Purchaser shall be responsible for paying the following expenses:

1. Cost of recording the Covenant Deed and any other document necessary to transfer title;
2. Charges for any endorsements or extended coverage for the title policy in excess of a typical ALTA Owner's policy, except where related to removing unpermitted exception or objection from title;
3. Costs incurred during Purchaser's Investigation of the Property; and
4. $50 \%$ of all standard escrow and closing fees charged by Title Company.

Seller and Purchaser shall each pay the fees and expenses of their own legal counsel. The Parties agree to cooperate with one another in good faith and to authorize all documents customary in a transaction of this nature. Possession of the Property shall be delivered to Purchaser as of 3:00 p.m. on the Date of Closing.
21. DOCUMENTS. Seller, at no additional fee or cost to Purchaser, shall turn over possession to Purchaser prior to the Closing, copies of any and all documentsregarding the Property, including but not limited to all surveys, reports, results of tests, and plans and designs, that Seller has in its possession, if any.
22. BROKER. The Parties hereto represent and warrant each to the other, which representation and warranty shall survive the Closing, that there are no claims or amounts now or hereafter due for any brokerage, sales commissions or finder's fee in connection with the transaction set forth in this Agreement, other than for Signature Associates, which will receive a commission from Seller at closing based on a separate listing agreement. Both Parties further agree to indemnify and hold and save each other harmless from any claims or demands for commissions and/or sales fees incurred in connection or arising out the transaction set forth herein caused or arising out of that party's actions, errors or omissions.
23. ADDITIONAL DOCUMENTS. Each party agrees promptly to execute any additional documents reasonably requested by the other party in order to carry out the intent of this Agreement, the obligations of which shall survive Closing.
24. GENDER REFERENCE. The use of gender references is not meant to be a limitation, and the use of a particular gender shall be interpreted to include both masculine, feminine and neuter where the situation so demands, similarly, the use of the singular shall be interpreted to include the plural where the situation so demands and vice versa.
25. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan. The invalidity or unenforceability of any other provisions in this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were amended.
26. REVIEW AND INTERPRETATION. Each party acknowledges that they have had the opportunity to review this Agreement with counsel of their own choosing and have executed this Agreement based upon such review. Further, this Agreement was the product of negotiation, and shall be construed as though prepared by both Parties and no adverse interpretation shall be assigned to either party as the drafter.
27. COUNTERPARTS. The Parties may execute this Agreement in counterparts, which, when combined shall constitute only one and the same Agreement and may be validly executed by electronic signatures and delivered by facsimile/email transfer.
28. TIME IS OF THE ESSENCE. Time is of the essence in all aspects of this Agreement. Whenever this Agreement requires something to be done within a period of days, the time period shall (i) not include the date on which it commences; (ii) include the day on which it expires; (iii) shall expire at 6:00pm EST on the last day of such period; and (iv) automatically extend to the first business day if the last day of such period is not a business day (being Monday through Friday, excluding legal holidays on which banks in Michigan are authorized to close).
29. EXCHANGE COOPERATION. Either party shall be permitted to assign its obligations under this Agreement to an intermediary for the purpose of effectuating a tax-deferred exchange or reverse tax deferred exchange of like kind Property under IRS Code section 1031 and the regulations thereunder, so long as such assignment shall not (a) delay or extend the Closing Date, or (b) require the other party to assume any additional obligations, incur any out-of-pocket expenses, or take title to any other Property. Neither party shall be, in any way, responsible nor liable for the tax or other consequences of the tax-deferred exchange or reverse tax deferred exchange (of attempted tax-deferred exchange) effected by the other party nor shall the accomplishment of such be a condition precedent to Closing.
30. ENTIRE AGREEMENT/EXHIBITS. This Agreement, including the Exhibits, constitutes the entire agreement among the Parties pertaining to this transaction and supersedes all prior agreements of the parties. Any prior representation, agreement or condition not expressed in this Agreement will not be binding upon the Parties nor will it be effective to interpret the provisions of this Agreement.
31. AMENDMENTS. This Agreement shall not be amended or altered without a written instrument acknowledged by both Purchaser and Seller.
32. CONFIDENTIALITY. The Parties agree that they shall take all reasonable steps to ensure that confidential information each obtains from or about the other in connection with this Agreement will remain confidential and will not be disclosed or revealed to outside sources except in its ordinary course of business to consultants, lenders, purchasers, tenants or otherwise. The Parties agree that this Agreement and all of its terms, including the identity of Purchaser will not be revealed to the public, property owners or any third parties, unless and until both Parties agree to the timing and content of any public announcements. The Parties shall cause their respective Representatives not to disclose, to any third party, and information regarding the terms of the Agreement, any financial information, business records and/or proprietary information of the other party, learned during the Due Diligence Review period, obtaining or review of credit reports, or
otherwise. However, disclosures may be made by Purchaser and Seller to those of their respective Representatives/Agents who need to know such information for the purpose of evaluating the Agreement and any documents necessary to carry out the intent or purpose of the negotiating or carrying out of (1.) the terms of this Agreement (2.) for purposes of securing financing/licensing, entitlement, or approval and/or (3.) to the extent required by applicable law, regulation, or legal or administrative process or court order. In the event that the transaction contemplated by this Agreement is not consummated, all such documents and information will be destroyed or returned to the disclosing party.
33. DEFAULT. In the event of Purchaser's default, Seller's sole remedy shall be to demand and receive all existing Deposits. In the event of Seller's default, thePurchaser may, at Purchaser's option, elect to either i) enforce the terms of this Agreement by action for specific enforcement; or ii) to ferminate and demand and receive a return of the Deposit as Purchaser's sole remedy. In the event the Purchaser is the defaulting party and Purchaser elects to terminate, the Parties agree that the Seller's sole remedy shall be retaining the Deposit, which the Parties have been agreed upon as liquidated damages to compensate the Parties for actual damages which might otherwise be difficult if not impossible to ascertain. If litigation arises out of or in connection with this Contract, the prevailing party shall be entitled to recover its attorney's fees.
34. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT, IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. THE VENUE FOR ANY LEGAL OR EQUITABLE ACTION BROUGHT SHALL BE IN THE OAKLAND COUNTY CIRCUIT COURT OR THE FEDERAL DISTRICT COURT, EASTERN DISTRICT OF MICHIGAN, AS APPLICABLE.
35. NO PARTNERSHIP. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or their successors in interest or permitted assigns.

[^0]IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Purchaser:
LINCOLN PARK EXTENDED STAY, LC
A Michigan limited liability company

## Dawn B. Valasen <br> Witness:

Witness:


Seller:
SOUTH DIX, LLC
$1 / 2$
By: Jordan Jonna, Manager
Its:

## ACKNOWLEDGMENT OF DEPOSIT

Receipt of the deposit to be held in escrow in the amount of FIFTY THOUSAND AND NO/100 DOLLARS $(\mathbf{\$ 5 0 , 0 0 0 . 0 0})$ is hereby acknowledged, to hold the same pursuant to the terms and conditions of this Agreement.

EXHIBIT A
To Agreement of Purchase and Sale
Description of Property: To Be Provided

## Lincoln Park

Beckett \& Raider

## APPLICATION FOR SITE PLAREREHEFWED



1355 SOUTHFIELD RD. LINCOLN PARK, MI 48146
JUL 122023

CITY OF LINCOLN PARK BUILDING DEPARTMENT

## NOTICE TO APPLICANT:

Applications for Site Plan Review by the Planning Commission must be submitted to the City in complete form at least thirty (30) days prior to the Planning Commission's meeting at which the proposal will be considered. City Staff will review the application for completeness. 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 pm. All meetings are held at the Lincoln Park City Hall.

## APPLICANT INFORMATION

| NAME |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- |
| SCOTT BOWERS - BOWERS+ASSOCIATES |  |  | ADDRESS |  |
| 2400 S HURON PARKWAY |  |  |  |  |
| CITY | STATE | ZIIPCODE | PHONE | EMAIL |
| ANN ARBOR | MI | 48104 | $734-975-2400$ | SCOTTB@BOWERSARCH.COM |

## PROPERTY OWNER (if different from Applicant)

| NAME <br> AKRAM NAMOU - LINCOLN PARK EXTENDED STAY | ADDRESS |  |  |  |
| :--- | :--- | :--- | :--- | :--- |
| 31100 STEPHENSON HWY |  |  |  |  |
| CITY |  |  |  |  |
| MADISON HEIGHTS | STATE | ZIP CODE | PHONE | $248-557-9030$ |

Attached written consent of property owner or lessee of property, if different than applicant.

## PROPERTY INFORMATION



## PROPOSED DEVELOPMENT

Present Use of Property: Existing property was previously part of the larger Sears Site.

Proposed Use of Property 4 Story Extended Stay Hotel.

Please complete the following chart:

| TYPE OF DEVELOPMENT | NUMBER OF UNITS | GROSS FLOOR AREA | NUMBER OF EMPLOYEES ON <br> LARGEST SHIFT |
| :--- | :--- | :--- | :--- |
| Detached Single Family |  |  |  |
| Attached Residential |  |  |  |
| Office |  |  | 5 |
| Commercial | 107 SLEEPING UNITS | 67,175 SF |  |
| Industrial |  |  |  |
| Other |  |  |  |

PROFESSIONALS WHO PREPARED THE PLANS:


| NAME <br> PAUL MODI - S.M. EN | INEE |  | ADDRESS 4071 KEATS DRIVE |  |
| :---: | :---: | :---: | :---: | :---: |
| $\begin{aligned} & \text { CITY } \\ & \text { TROY } \end{aligned}$ | STATE <br> MI | $\begin{array}{\|l\|} \hline \mathrm{ZIPCODE} \\ 48085 \end{array}$ | $\begin{aligned} & \text { PHONE } \\ & 248-835-3553 \end{aligned}$ | EMAIL PMODI@SMENGINEERS.US |
| PRIMARY DESIGN RESPONSIBLITTY CIVIL ENGINEER |  |  |  |  |


| NAME | ADDRESS |  |  |  |
| :--- | :--- | :--- | :--- | :--- |
| CITY | STATE | ZIP CODE | PHONE | EMAIL |
|  |  |  |  |  |
| PRIMARY DESIGN RESPONSIBILITY |  |  |  |  |


| NAME |  |  |
| :--- | :--- | :--- | :--- | :--- |
| CITY | ADDRESS |  |
| PRIMARY DESIGN RESPONSIBILITY CODE | PHONE | EMAIL |

PRIMARY DESIGN RESPONSIBILITY

## ATTACH THE FOLLOWING:

- Eight (8) individually folded copies of the site plan ( $24^{\prime \prime} \times 36^{\prime \prime}$ ), sealed by a registered architect, engineer, landscape architect, or community planner as well as ONE (1) electronic copy in PDF format.
- A brief written description of the existing and proposed uses as identified in the "Narrative" section of the Site Plan Application Requirements Table, including but not limited to hours of operation, number of employees, number of employees on largest shift, number of company vehicles, etc.
- Proof of property ownership or lease agreement.
- Review comments of approval received from County, State, or Federal agencies that have jurisdiction over the project, including but not limited to:
Wayne County Road Commission
Wayne County Health Division
Michigan Department of Transportation

Wayne County Drain Commission
Michigan Department of Natural Resources
Michigan Department of Environment, Great Lakes, \& Energy

## IMPORTANT

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 after the site plan approval.

## APPLICANT 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. Finally, I acknowledge that part of the site plan review process includes City staff entering the exterior of the property for site visits.

Date:


Signature of Applicant: $\qquad$ Date: $\qquad$

Signature of Property Owner:


TO BE COMPLETED BY THE CITY

| DATE SUBMITTED: | FEE PAID: |
| :--- | :--- |
| BY: | DATE OF PUBLIC HEARING: |
| PLANNING COMMISSION ACTION |  |
| $\square \quad$ APPROVED | DATE OF ACTION: |
| $\square \quad$ DENIED |  |

## Notice of Master Plan Adoption

|  | James Krizan, City Manager (citymanagement@citylp.com) <br> Care to: City Planning Commission <br> City of Lincoln Park <br> 1355 Southfield Road <br> City of Lincoln Park, Michigan 48146 |
| :--- | :--- |
| FROM: | The City of Ecorse \& McKenna Associates <br> SUBJECT: |
| City of Ecorse Master Plan Update |  |
| DATE: | August 10, 2023 |

To Whom It May Concern:
In accordance with the requirements of Michigan's PA 33 of 2008 and related amendments, this letter is to notify you that the City of Ecorse, Wayne County, Michigan, has finished the process to complete a Master Plan Update and adopted the plan on April 26, 2023.

You can find a copy of the plan for your review at https://mcka.mysocialpinpoint.com/ecorse-master-plan-update
The City of Ecorse thanks you for your cooperation and assistance.
Respectfully Submitted,

## McKENNA



John R. Jackson, AICP, President
CC: Tim Sadowski, City Administrator
Hon. Lamar Tidwell, Mayor


Nani Wolf, Project Manager


[^0]:    SIGNATURE PAGE FOLLOWS

