Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Karen Lovejoy Roe
LaResha Thornton

REGULAR MEETING AGENDA

Tuesday, May 13, 2025
6:30 P.M.

If you need any assistance due to a disability, please contact the Planning Department at least 48 hours in advance of the meeting at planning@ypsitownship.org or 734-544-4000 ext. 1.

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF THE MARCH 25, 2025, AND APRIL 8, 2025, REGULAR MEETING MINUTES

4. APPROVAL OF AGENDA

5. PUBLIC HEARINGS

   A. **CHILD GROUP DAYCARE – 9674 FALMOUTH DRIVE – PARCEL K-11-35-109-160 –** TO CONSIDER THE SPECIAL LAND USE REVIEW APPLICATION OF MELINDA CUTLIFF TO PERMIT A CHILD GROUP DAYACRE HOME, PROVIDING CARE FOR UP TO TWELVE (12) CHILDREN ON A SITE ZONED R-3 ONE-FAMILY RESIDENTIAL.
   B. **CLASS A DESIGNATION – MNL INVESTMENTS LLC – 10131 TEXTILE ROAD – PARCEL K-11-24-300-006 –** TO CONSIDER THE CLASS A NON-CONFORMING DESIGNATION APPLICATION OF MNL INVESTMENTS LLC TO PERMIT THE SIGN COPY CHANGE OF AN EXISTING LEGAL NON-CONFORMING POLE SIGN.
   C. **CLASS A DESIGNATION – YPSI OIL COMPANY INC – 2120 RAWSONVILLE ROAD – PARCEL K-11-24-100-005 –** TO CONSIDER THE CLASS A NON-CONFORMING DESIGNATION APPLICATION OF YPSI OIL COMPANY INC. TO PERMIT THE SIGN COPY CHANGE OF AN EXISTING LEGAL NON-CONFORMING POLE SIGN.

6. OLD BUSINESS

7. NEW BUSINESS

   A. **CHILD GROUP DAYCARE – 9674 FALMOUTH DRIVE – PARCEL K-11-35-109-160 –** TO CONSIDER THE SPECIAL LAND USE REVIEW APPLICATION OF MELINDA CUTLIFF TO PERMIT A CHILD GROUP DAYACRE HOME, PROVIDING CARE FOR UP TO TWELVE (12) CHILDREN ON A SITE ZONED R-3 ONE-FAMILY RESIDENTIAL.
   B. **CLASS A DESIGNATION – MNL INVESTMENTS LLC – 10131 TEXTILE ROAD – PARCEL K-11-24-300-006 –** TO CONSIDER THE CLASS A NON-CONFORMING DESIGNATION APPLICATION OF MNL INVESTMENTS LLC TO PERMIT THE SIGN COPY CHANGE OF AN EXISTING LEGAL NON-CONFORMING POLE SIGN.
   C. **CLASS A DESIGNATION – YPSI OIL COMPANY INC – 2120 RAWSONVILLE ROAD – PARCEL K-11-24-100-005 –** TO CONSIDER THE CLASS A NON-CONFORMING DESIGNATION APPLICATION OF YPSI OIL COMPANY INC. TO PERMIT THE SIGN COPY CHANGE OF AN EXISTING LEGAL NON-CONFORMING POLE SIGN.

8. OPEN DISCUSSION FOR ISSUES NOT ON THE AGENDA

    A. CORRESPONDENCE RECEIVED
    B. PLANNING COMMISSION MEMBERS
    C. MEMBERS OF THE AUDIENCE

9. TOWNSHIP BOARD REPRESENTATIVE REPORT

10. ZONING BOARD OF APPEALS REPRESENTATIVE REPORT

11. TOWNSHIP ATTORNEY REPORT

12. PLANNING DEPARTMENT REPORT

13. OTHER BUSINESS

14. ADJOURNMENT

CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION MEETING
Tuesday, March 25, 2025
6:30 p.m.

COMMISSIONERS PRESENT

Elizabeth El-Assadi
Bill Sinkule
Gloria Peterson
Larry Doe
Bianca Tyson
Amy Kehrer

STAFF AND CONSULTANTS

Sally Elmiger - Carlisle Wortman
Dennis McLain – Township Attorney

- **CALL TO ORDER/ESTABLISH QUORUM**

  MOTION: Ms. El-Assadi called the meeting to order at 6:32 p.m.

- **APPROVAL OF MARCH 11, 2025, REGULAR MEETING MINUTES**

  MOTION: Mr. Doe **MOVED** to approve the March 11, 2025, regular meeting minutes. The **MOTION** was **SECONDED** by Ms. Peterson and **PASSED** by unanimous consent.

- **APPROVAL OF AGENDA**

  MOTION: Mr. Sinkule **MOVED** to amend the agenda by moving the New Business item to Public Hearing as Item B (Special Land Use). The **MOTION** was **SECONDED** by Ms. Kehrer and **PASSED** by unanimous consent.

- **PUBLIC HEARINGS**

a. **SPECIAL LAND USE – TORTILLA TITA – 585 JOE HALL DRIVE – PARCEL K-11-17-363-029** – TO CONSIDER THE SPECIAL LAND USE REQUEST OF FRANCISCO ALVAREZ/MARTHA JARAMILLO TO PERMIT THE CONSTRUCTION OF A 6,000 SQUARE FOOT TWO-STORY FOOD PROCESSING FACILITY ON A 1.093 – ACRE SITE ZONED I-T, INNOVATION AND TECHNOLOGY.

Sally Elmiger (Planning Consultant-Carlisle Wortman) presented to the Commission the application from Francisco Alvarez and Martha Jaramillo representing Tortillas Tita requesting authorization for the construction of a 6,000 sq. ft. two-story tortilla manufacturing facility and the construction of the associated parking areas, driveways, utilities, stormwater management system, and landscaping.

Some trees would need to be removed from the site and the ordinance would require some trees to be replaced or the applicant may pay into the Township Tree Fund, based on the number of replacement trees determined by the Planning Commission.

Ms. Elmiger suggested that the Planning Commission speak to the applicant and discuss the preferences.

The Township Planning recommends Planning Commission condition any Preliminary Site Plan approval on the applicant providing a plan showing the location of the security cameras/alarms, and manufacturer information documenting that the equipment meets ordinance requirements, at the Final Site Plan review. Planning Commission to consider alternative landscaping around the bioretention area. The applicant notes that a "detention basin" is not proposed for this site, but stormwater will be handled by a "bioretention area" instead. The Planning Commission may waive or modify any landscaping requirements.

The Planning Commission would need to discuss with the applicant about the odor control from the facility.

Ms. Elmiger shared with the Commission that the facility is a manufacturing operation in the district. It is considered a special land use, and it was evaluated against the special land use standards in the ordinance. Carlisle Wortman's opinion is that the project will contribute to the economic growth, diversification, and innovation within the IT zoning district. The surrounding land uses are a mix of

logistics, warehousing and light industrial uses. This facility fits in with the surrounding land uses. The Township's Master Plan designates this location as township core and light industrial use that aligns with the vision in the master plan, and the site is adequately served by essential public services. The facility is a small operation and will not create any additional public costs.

Commissioner Sinkule requested Ms. Elmiger to elaborate on the statement in regard to the trees; If "planting on another site" is chosen, the Planning Commission to approve the chosen site. Ms. Elmiger stated that the Planning Commission can decide if the site would be considered a public site or for a specific use. The final site plan process would require the applicant to provide documentation on the agreement with whatever that public entity is.

Commissioner Sinkule inquired about the Planning Department's recommendation in regard to rain garden versus bioretention area; Ms. Elmiger's recommendation was to get input from Washtenaw County Water Resources Commission (WCWRC) since they have specific planting requirements.

Commissioner Peterson inquired about the number of replacement trees; Ms. Elmiger stated that 38 new replacement trees are required with a minimum of 2-inch caliper. The Commission is permitted to reduce the number of trees by 30% (27 trees).

Commissioner Sinkule inquired on the sidewalk; The Engineer representing Tortillas Tita informed the Planning Commission on the existing site adjacent to the property, and the existing concrete sidewalk that would be used.

The applicants Francisco Alvarez and Martha Jaramillo (co-owners of Tortillas Tita) shared with the Planning Commission that they have a letter from the adjacent property that states no complaints on the odor from the facility. The tortillas are made from scratch and are authentic and healthy (FDA compliance). Tortillas Tita supplies tortillas to Meijer in the area, and the goal is to increase the volume to be supplied to more stores. Francisco Alvarez stated that he is a mechanical engineer (recently retired).

Mr. Alvarez shared information on the ventilation at the facility; the process would require the use of 4 ovens/3 ventilators, and the exhaust fans in the building would

pull out the odor from the facility and the air would be circulated (like a baking facility). The facility is 2000 sq ft, and the hours of operation are 7 a.m. – 3 p.m. (currently with one shift). Tortillas Tita has been in business for 15 years; with six employees and Tortillas Tita does their own delivery (vans). A shipping dock (50x10 ft) is located at the rear of the building.

The engineer representing Tortillas Tita informed the Planning Commission of the plans for landscape; the drawings of the rain garden will be reviewed by the Washtenaw County Water Resources Commissioner's Office. An agent would review the stormwater calculations and engage a registered landscape architect that would review the plans. The plan is to plant 11 river birches around the perimeter of the rain garden, along with 31 red twig dogwoods that would be interspaced with the river birches. Plans to plant a variety (170 flowers) within the rain garden.

Commissioner Peterson emphasized that she preferred the tree fund contribution, and she requested the applicant to submit options regarding it. The engineer stated that the applicant is open to the request of the Planning Commission.

Ms. Elmiger requested the Planning Commission their decision on the 30% reduction of replacement trees; the Board agreed.

The engineer informed the Planning Commission that he has provided a plan showing the location of the security cameras/alarms, and manufacturer information documenting that the equipment meets ordinance requirements. The applicant would be working along with the Sheriff's office and reports would be submitted at the final site plan.

PUBLIC HEARING OPENED AT 7:02 P.M.

Hearing None.

PUBLIC HEARING ENDED AT 7:03 P.M.

MOTION: Ms. Kehrer **MOVED** to approve the Special Land Use Permit submitted by Francisco Alvarez and Martha Jaramillo, to permit the construction of a 6,000 sq. ft., two-story food processing facility located at 585 Joe Hall Drive, Ypsilanti,

MI 48197, Parcel K-11-17-363-029, as the proposal meets the criteria in Article 10, Special Land Use with the following conditions:

1. **Tree Replacement**: The Township reviews and approves the calculations for "payment in-lieu-of planting replacement trees" to determine the tree fund contribution amount, based on typical fees charged by a landscape contractor to purchase, deliver, and install a 2.0-inch caliper tree, at the Final Site Plan approval. The Planning Commission agrees to reduce the required number of trees to 27.
2. **Security Cameras:** Applicant provides a plan showing the location of the security cameras/alarms, and manufacturer information documenting that the equipment meets ordinance requirements, at Final Site Plan review.

The **MOTION** was **SECONDED b**y Mr. Doe.

Roll Call Vote: Mr. Doe (Yes); Ms. Tyson (Yes); Mr. Sinkule (Yes); Ms. El-Assadi (Yes); Ms. Peterson (Yes); Ms. Kehrer (Yes).

MOTION PASSED.

b. **SPECIAL LAND USE – TORTILLA TITA – 585 JOE HALL DRIVE – PARCEL K-11-17-363-029 –** TO CONSIDER THE PRELIMINARY SITE PLAN APPLICATION OF FRANCISCO ALVAREZ/MARTHA JARAMILLO TO PERMIT THE CONSTRUCTION OF A 6,000 SQUARE FOOT TWO-STORY FOOD PROCESSING FACILITY ON A 1.093 – ACRE SITE ZONED I-T, INNOVATION AND TECHNOLOGY.

MOTION: Ms. Kehrer **MOVED** to approve the Preliminary Site Plan submitted by Francisco Alvarez and Martha Jaramillo, to permit the construction of a 6,000 sq. ft., two-story food processing facility located at 585 Joe Hall Drive, Ypsilanti, MI 48197, Parcel K-11-17-363-029, as the proposal meets the requirements and standards of the Zoning Ordinance with the following conditions:

1. **Tree Replacement:** The Township reviews and approves the calculations for "payment in-lieu-of planting replacement trees" to determine the tree fund

contribution amount, based on typical fees charged by a landscape contractor to purchase, deliver, and install a 2.0-inch caliper tree, at the Final Site Plan approval. The Planning Commission agrees to reduce the required number of trees to 27.

2. **Security Cameras:** Applicant provides a plan showing the location of the security cameras/alarms, and manufacturer information documenting that the equipment meets ordinance requirements, at Final Site Plan review.

The **MOTION** was **SECONDED b**y Ms. Tyson.

Roll Call Vote: Mr. Doe (Yes); Ms. Tyson (Yes); Mr. Sinkule (Yes); Ms. El-Assadi (Yes); Ms. Peterson (Yes); Ms. Kehrer (Yes).

MOTION PASSED.

- **OLD BUSINESS**

PRELIMINARY SITE PLAN – HOLIDAY INN EXPRESS – 350 & 460 JOE HALL DRIVE – PARCEL K-11-38-363-029 & K-11-38-363-003 – TO CONSIDER THE PRELIMINARY SITE PLAN APPLICATION OF ANDY PATEL TO PERMIT THE CONSTRUCTION OF A 101-ROOM, 4-STORY HOTEL FOR A 4.68-ACRE SITE ZONED I-T, INNOVATION AND TECHNOLOGY.

Ms. Elmiger reminded the Planning Commission that the hotel application was previously considered by the Planning Commission last year, but since the PC review, the applicant has increased the number of rooms by 8 and parking by 8. There are no other changes to the site plan. In addition, on December 4, 2024, the applicant received a height variance from the Zoning Board of Appeals.

The site has a significant amount of woodland area with the exception of the northeastern corner of the lot; where tree relocation or replacement is not feasible within the woodland area, or on the property where the activity is to be conducted, or on other approved property within the township, the permit grantee shall pay into the township tree fund monies for tree replacement. The applicant shall convert one of their parking spaces to an additional barrier-free space. The total number of rooms would be 100.

Commissioner Sinkule inquired about the parcels; Ms. Elmiger stated that the applicants would have to combine the parcels, which would be completed during the final site plan process.

Dan Lewis (civil engineer; VK Civil) representing the applicant, Andy Patel who is absent from the meeting. The updates from the previous meeting are as follows: The FDC location was moved to the west side of the building. With a change in the driveway, the possibility of adding more rooms was accomplished. Dan Lewis informed the Planning Commission that there would be a total of 100 rooms. WCWRC has approved the permits for the driveways and the approval within the Joe Hall Drive ROW. The County Water Resource Commissioner has requested the move of the storm piping system by half an inch. OHM and YCUA for revised payments.

Commissioner Peterson inquired about the completion of the project; Dan Lewis stated that they would need to complete the final site plan and traffic lights. The goal is to have the project complete within a year.

MOTION: Mr. Sinkule **MOVED** to approve the Preliminary Site Plan submitted by Andy Patel, InterContinental Hotels Group, to permit the construction of a 100-room, four-story hotel located at 350 & 450 Joe Hall Drive, Ypsilanti, MI 48197, Parcel K-11-38-363-029, and Parcel K-11-38-363-003, as the proposal meets the requirements and standards in the Zoning ordinance with the following conditions:

- The applicant shall obtain the Final Site Plan and Detailed Engineering Approval; and shall obtain all outside agency permits and approvals for the construction of the hotel including, but not limited to, the property owner and/or developer entering into a Road Improvement Agreement with the WCWRC for the installation of a traffic signal at the intersection of Huron Street and Joe Hall Drive as part of this development.

The **MOTION** was **SECONDED b**y Mr. Doe.

Roll Call Vote: Mr. Doe (Yes); Ms. Tyson (Yes); Mr. Sinkule (Yes); Ms. El-Assadi (Yes); Ms. Peterson (Yes); Ms. Kehrer (Yes).

MOTION PASSED.

- **NEW BUSINESS**

  None to Report

- **OPEN DISCUSSIONS FOR ISSUES NOT ON AGENDA**

  - **Correspondence Received**

    None to Report

  - **Planning Commission members**

    None to Report

  - **Members of the audience**

    None to Report

- **TOWNSHIP BOARD REPRESENTATIVE REPORT**

  None to Report

- **ZONING BOARD OF APPEALS REPRESENTATIVE REPORT**

  None to Report

- **TOWNSHIP ATTORNEY REPORT**

  None to Report

- **PLANNING DEPARTMENT REPORT**

  None to Report

- **OTHER BUSINESS**

  None to Report

- **ADJOURNMENT**

  MOTION: Mr. Sinkule **MOVED** to adjourn at 7:21 pm. The **MOTION** was **SECONDED** by Mr. Doe and **PASSED** by unanimous consent.

==========

Respectively Submitted by Minutes Services LLC

CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION MEETING
Tuesday, April 8, 2025
6:30 pm

COMMISSIONERS PRESENT

Elizabeth El-Assadi
Larry Doe
Amy Kehrer
Daryl Kirby
Gloria Peterson
Bill Sinkule
Bianca Tyson

STAFF AND CONSULTANTS

Sally Elmiger - Carlisle Wortman
Dennis McLain – Township Attorney

- **CALL TO ORDER/ESTABLISH QUORUM**

  MOTION: Ms. El-Assadi called the meeting to order at 6:30 pm.

- **APPROVAL OF MARCH 11, 2025, REGULAR MEETING MINUTES**

  MOTION: Mr. Doe **MOVED** to approve the March 11, 2025, regular meeting minutes. The **MOTION** was **SECONDED** by Mr. Kirby and **PASSED** by unanimous consent.

- **APPROVAL OF AGENDA**

  MOTION: Mr. Sinkule **MOVED** to amend the agenda by moving Preliminary Site Plan to #6 Old Business, Item B and adding Special Land Use as #6 Old Business, Item A . The **MOTION** was **SECONDED** by Mr. Doe and **PASSED** by unanimous consent.

- **PUBLIC HEARINGS**

None to report.

- **OLD BUSINESS**

A. SPECIAL LAND USE – UPH YPSILANTI PROPERTY, LLC – 1410 S. HURON STREET – PARCEL K-11-38-280-018 – TO CONSIDER THE SPECIAL LAND USE APPLICATION OF UPH YPSILANTI PROPERTY, LCC TO PERMIT THE CONSTRUCTION OF A 4,330 SQ. FT. CULVER'S RESTAURANT WITH A DRIVE-THROUGH FOR A 3.43-ACRE SITE ZONED TC, TOWN CENTER, WITH A SITE TYPE D DESIGNATION.

Sally Elmiger, Planning Consultant for Carlisle Wortman, reminded the Commission that the application from UPH Ypsilanti LLC was presented to them earlier at the February meeting. The Planning Commission had postponed the project so that the applicant could revise the variances. The Zoning Board of Appeals had received the variances that were needed for the project, and it was submitted on April 2, 2025.

Carlisle Wortman's opinion is that the project meets the criteria in the ordinance, and the proposal is consistent with the Master Plan and the vision for the town center zoning district.

Ms. Elmiger discussed the following items that would require the consideration of the Planning Commission:

- A waiver of striping/signage of loading space for deliveries.
- The applicant is proposing to locate the loading area in the parking lot. The applicant has stated that loading/unloading happens before the opening of the restaurant, and this will not create a conflict between the loading truck in the parking lot and the public wanting to park their cars before dining at the restaurant.
- Determine if no screen wall along the parking lot edge facing Huron St. meets the criteria in the ordinance to waive the masonry screen wall.

- The ordinance criteria regarding waiving/modifying requirements for 30 deficient landscape trees. The reason for open spaces with no trees is because of the underground utilities.
- A "transparency alternative" for the parking lot side (north façade), using the patio to count toward the 30% transparency requirement on this façade. The Planning Commission can count this outdoor patio as a transparency alternative to help meet that 30% so both the transparency requirement and the patio have the same goal, which would encourage pedestrian interaction between the people inside the building and the people walking down the sidewalk.

Ms. Elmiger informed the Planning Commission that the comments from the various agencies would be dealt with in the final site plan.

Mr. Kirby inquired about the number of trees deficient. Ms. Elmiger stated that the proposed plan is deficient of 24 trees under the general landscaping requirement and deficient of six trees in the parking lot interior landscaping.

Ms. Elmiger presented the utility plan which includes the storm water and underground irrigation system.

Yoji Seo, engineer with Roosien & Associates, was present at the meeting to discuss any questions from the Planning Commission.

Ms. Peterson inquired about the timeline for the start and the completion of the project. Charles Paisley, applicant, stated that his engineer believes that the project would be completed by mid-June for permitting, and about180 days to complete the project from start to finish.

Mr. Sinkule inquired about the hours of operation for Culver's Restaurant. Mr. Paisley informed the Planning Commission that the hours of operation are 10 am to 11 pm with about 50 employees at the location.

Ms. El-Assadi inquired about the loading/delivery hours. Mr. Paisley stated that most of the deliveries usually happen in the middle of the night or as early as 8 am.

MOTION: Mr. Sinkule **MOVED** to approve the Special Land Use request for the construction of a 4,330 sq. ft. restaurant and drive-through at the property located at 1410 S. Huron Street, Ypsilanti, MI 48197, Parcel K-11-38-280-018, as the proposal meets the criteria in Article 10, Special Land Use, in the Zoning ordinance with the following conditions:

1. Any future land divisions of this property will result in a minimum two-acre parcel for the Culver's Restaurant site to comply with the minimum site area for drive-through facilities and the Site Type D standards.
2. The proposal as presented receives Preliminary and Final Site Plan approval.

The **MOTION** was **SECONDED** by Ms. Kehrer.

Roll Call Vote: Mr. Doe (Yes); Ms. Kehrer (Yes); Ms. Peterson (Yes); Mr. Sinkule (Yes); Ms. Tyson; Mr. Kirby (Yes); Ms. El-Assadi (Yes).

MOTION PASSED.

B. PRELIMINARY SITE PLAN – UPH YPSILANTI PROPERTY, LLC – 1410 S. HURON STREET – PARCEL K-11-38-280-018 – TO CONSIDER THE PRELIMINARY SITE PLAN APPLICATION OF UPH YPSILANTI PROPERTY, LCC TO PERMIT THE CONSTRUCTION OF A 4,330 SQ. FT. CULVER'S RESTAURANT WITH A DRIVE-THROUGH FOR A 3.43-ACRE SITE ZONED TC, TOWN CENTER WITH A SITE TYPE D DESIGNATION.

MOTION: Mr. Sinkule **MOVED** to approve the Preliminary Site Plan request for the construction of a 4,330 sq. ft. restaurant and drive-through at the property located at 1410 S. Huron Street, Ypsilanti, MI 48197, Parcel K-11-38-280-018, as the proposal meets the requirements and standards in the Zoning ordinance with the following conditions:

1. Any future land divisions of this property will result in a minimum two-acre parcel for the Culver's Restaurant site to comply with the minimum site area for drive-through facilities and the Site Type D standards.
2. The Planning Commission waives striping/signage of loading space for deliveries, as described on Sheet C-102.

3. The Planning Commission determines that no screen wall along the parking lot edge facing Huron St. meets the criteria in the ordinance to waive the masonry screen wall.
4. The Planning Commission waives the requirement for 30 deficient landscape trees.
5. The Planning Commission considers the patio to count as a "transparency alternative" for the 30% transparency requirement in the parking lot (north façade) of the building.
6. The applicant shall revise all plan sheets to reflect the results of this evening's discussion before submitting the plans for Final Site Plan review.
7. The applicant shall address all outstanding comments from reviewing agencies during the Final Site Plan stage.
8. The applicant shall obtain all applicable internal and outside agency permits prior to construction.

The **MOTION** was **SECONDED** by Mr. Doe.

Roll Call Vote: Ms. Tyson (Yes); Mr. Sinkule (Yes); Mr. Kirby (Yes); Mr. Doe (Yes); Ms. Kehrer (Yes); Ms. Peterson (Yes); Ms. El-Assadi (Yes);

MOTION PASSED.

- **NEW BUSINESS**

None to Report.

- **OPEN DISCUSSIONS FOR ISSUES NOT ON AGENDA**

  - **Correspondence Received**

    None to Report.

  - **Planning Commission members**

    None to Report.

- **Members of the audience**

  None to Report.

- **TOWNSHIP BOARD REPRESENTATIVE REPORT**

  None to Report.

- **ZONING BOARD OF APPEALS REPRESENTATIVE REPORT**
  Commissioner El-Assadi informed the Planning Commission that the Zoning Board of Appeals had approved a sign permit across from Ipsy High School on Packard Rd.

- **TOWNSHIP ATTORNEY REPORT**

  None to Report.

- **PLANNING DEPARTMENT REPORT**

  None to Report.

- **OTHER BUSINESS**

  None to Report.

- **ADJOURNMENT**

  MOTION: Mr. Kirby **MOVED** to adjourn at 6:56 pm. The **MOTION** was **SECONDED** by Mr. Sinkule and **PASSED** by unanimous consent.

  ==========

  Respectively Submitted by Minutes Services

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

Staff Report
Group Daycare Home
Special Conditional Use Application
9674 Falmouth Dr., Ypsilanti, MI 48197

May 7, 2025

CASE LOCATION AND SUMMARY

The Office of Community Standards received an application for a Special Land Use permit to establish a [Child] Group Day Care Home, providing care for up to twelve (12) children, for a site zoned R-3 One Family Residential, located at 9674 Falmouth Dr., Ypsilanti, MI 48197, Parcel K-11-35-109-160.

Group Day Care Homes for 6-12 children in the R-3 District require a Special Land Use permit, approved by the Planning Commission. The Zoning Administrator has the authority to waive the requirement for a site plan. For this case, due to the fact that no physical changes to the site or building are being proposed, submission of a site plan was not required; however, the applicant was required to submit a property survey.

OWNER/APPLICANT

Melinda Cutliff
9674 Falmouth Dr., Ypsilanti, MI 48197

CROSS REFERENCES

Zoning Ordinance citations:

- Article 4 – District Regulations: Sec. 420. – Residential Use Table
- Article 10 – Special Land Use: Sec. 1003. – Standards for Special Land Uses
- Article 11 – Specific Provisions: Sec. 1155. – State-Licensed Residential Child and Adult Care Facilities

Michigan Zoning Enabling Act (ZEA) citation:

- MCL 125.3206 Residential use of property; adult foster care facilities; family or group childcare home

SUBJECT SITE USE, ZONING AND COMPREHENSIVE PLAN

The subject site is a 0.2-acre parcel, zoned R-3 One Family Residential, occupied by a single-family residence, and located adjacent to other single-family residential properties. The site is a two-story, 2,592 square foot single-family residential dwelling with an attached two-car garage. The site is zoned, developed, and used for single-family residential purposes.

The front building façade faces Falmouth Dr., and the entrance driveway is on Falmouth Dr. The two-car garage faces north.

The Township Zoning Ordinance and the State of Michigan define a [Child] Group Day Care Home as a private home in which more than six (6) but not more than twelve (12) children are given care and supervision for periods of less than twenty-four (24) hours a day unattended by a parent or legal guardian except children related to an adult member of the family by blood, marriage, or adoption. It includes a home that gives care to an unrelated child for more than four (4) weeks during a calendar year.

If approved, the Special Land Use would permit the applicant to establish a Group Day Care Home with *more than six but no more than 12 children.*

Aerial and street-view photos of the subject site are provided on the following pages.

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

9674 Falmouth Drive, Ypsilanti, MI 48197 – Aerial Photograph

On August 10, 2025, staff visited the site and confirmed that site conditions are as depicted in BS&A / Google Street View.

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

Google Street View – May 2023 – View from Falmouth Drive

Existing Use, Zoning and Master Plan

Direction	Use	Zoning	Master Plan
North	Residential	R-3	Open Space, Neighborhood Preservation, and Cluster Development
South	Residential	R-3	Open Space, Neighborhood Preservation, and Cluster Development
East	Residential	R-3	Open Space, Neighborhood Preservation, and Cluster Development
West	Residential	R-3	Open Space, Neighborhood Preservation, and Cluster Development

NATURAL FEATURES

No natural features will be impacted by this proposed project.

PROJECT ANALYSIS

A Group Child Care Home of this size must meet the standards in both the Zoning Ordinance and the state Zoning Enabling Act:

- Zoning Ordinance:
  a. The ordinance requires that the Planning Commission consider the Special Land Use standards in Sec. 1003, *Standards for Special Land Uses*, and
  b. The requirements that are specific to a Group Day Care Home in Sec. 1155, *State-Licensed Child and Adult Care Facilities*.
- The state Zoning Enabling Act (Section 125.3206(4)) also has rules regarding [Child] Group Day Care Homes (although they call them "group child care homes.") This law stipulates that a group childcare home **shall** be issued a special use permit, conditional use permit, or other similar permit if the Group Child Care Home meets all of the standards in the law.

This analysis first looks at the criteria in the Zoning ordinance and then considers the standards in the state law. The criteria/standards are listed under each heading (in **bold** text), and we provide a response for this proposal after each (in *italics*).

Township Zoning Ordinance Section 1003. – Standards for Special land uses:

Per this section, the Planning Commission shall review the particular circumstances and facts of each proposed use in terms of the following standards and required findings, and with respect to any additional standards set forth in the ordinance. The Planning Commission shall find and report adequate data, information, and evidence showing that the proposed use meets all required standards and [the following criteria]:

a. Will be harmonious, and in accordance with the objectives, intent, and purpose of this ordinance; and

b. Will be compatible with a natural environment and existing and future land uses in the vicinity; and

c. **Will be compatible with the township master plans; and**

d. **Will be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage ways and structures, refuse disposal, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately for such services; and**

e. **Will not be detrimental, hazardous, or disturbing to existing or future neighboring uses, persons, property, or the public welfare; and**

f. **Will not create additional requirements at public costs for public facilities and services that will be detrimental to the economic welfare of the community.**

<u>Staff comment</u>: The Group Day Care Home is offering care for up to 12 children in a residential setting. Will the applicant's own children attend the Group Day Care? If yes, how many of the applicant's own children will attend?

This site is located on the interior of a residential neighborhood, away from busy roads or incompatible land uses. The rear yard is fenced with a 4-foot-tall cyclone fence, which provides a suitable outdoor environment for play, and is away from the road. However, this height and type of fence does not provide any screening of activity in this yard from the neighbor's yards. Childcare of this scope is typically located within a residential neighborhood and would be considered compatible with the residential character envisioned by the Township's Master Plan as long as it is managed to minimize noise and disturbance.

Regarding whether this use is likely to be detrimental to the neighborhood, future uses, or public welfare, the Group Day Care Home will offer outdoor play activities, as required. The property is 8,712 s.f. in area, and the rear, fenced-in yard is approximately 2,800 s.f. in area. The application materials indicate that the proposed hours of operation are 7:00am – 6:00pm, Monday-Friday. These times during the week are within the same general periods of daily activity in a residential area. We have the following questions and requests for additional information:

- *The applicant should provide specific times when the outdoor play area will be used, including:*
  - *Times of day*
  - *Number of times per day*

- *Duration of outdoor playtime*
- *Number of children at a time*

- *Is the applicant planning on providing any screening in the rear yard from the neighbors to help mitigate noise/activity experienced by the neighbors during outdoor playtime? Does the Homeowners Association permit privacy fencing (i.e., six-foot-tall, opaque fencing)?*

The proposed use would likely not create additional requirements at public costs for public facilities and services that will be detrimental to the economic welfare of the community. The proposal would provide a beneficial service to working parents in the community.

The Planning Commission will need to evaluate the proposal, and the new information presented by the applicant, and determine if the use meets the criteria in the ordinance.

Township Zoning Ordinance Section 1155. – Standards for State-Licensed Child and Adult Care Facilities:

The Township's zoning ordinance Sec. 1155 has additional requirements for state-licensed residential child and adult care facilities. To approve the Special Land use for this site, the proposal shall meet the following standards:

a. **These facilities, except for adult/child family day care homes, shall be registered with the Ypsilanti Township Community Development Department and shall continually have on file with the township documentation of a valid license as required by the state.**

   Staff comment: If approved, the [Child] Group Day Care Home shall register with the Ypsilanti Township Community Development Department and shall continually have on file with the Township documentation of a valid license as required by the state. We recommend that this requirement be a condition of any Special Land Use approval, if granted.

b. **Since the state law preempts in this area, these facilities shall be brought into compliance with all state building and fire codes pursuant to State Licensing Rules R400.1131—R400.1135. Documentation of such compliance with state requirements shall be provided.**

   Staff comment: If approved, the [Child] Group Day Care Home shall be brought into compliance with all state building and fire codes pursuant to State Licensing Rules R400.1831—R400.1835 before beginning operation. Documentation of such compliance with state requirements shall be provided to the Office of Community Standards. We recommend that this requirement be a condition of any Special Land Use approval, if granted.

c. **The site shall comply with the sign provisions of Sec. 1509, *Signs*.**

   Staff comment: No signs are proposed or would be permitted per Sec. 1509.

d. **Off-street parking shall be provided for the number of employees on site at any one time.**

   Staff comment: The application form states that the applicant will have two "helpers", a 40-year-old and a 14-year-old. While the Township does not have jurisdiction over the qualifications of the "helpers" or "caregivers," state law may restrict childcare staff members to "adults," or a person 18 years of age or older. The applicant's narrative also explains that they may hire additional full-time staff as they grow past six (6) children.

   In determining parking for the current proposal, we only consider the 40-year-old helper (or caregiver) in the parking calculation. The Township zoning ordinance requires that two (2) parking spaces be provided for the dwelling unit and one (1) additional space for each caregiver, for a total of three (3) required parking spaces at this time.

   The establishment will have one (1) assistant caregiver, in addition to the homeowner. The subject property complies with the required number of spaces via the two-car garage and two (2) off-street parking spaces in the driveway for a total of four (4) off-street parking spaces. The limited number of parking spaces on this site will also limit additional caregivers to one (1) more.

The application materials explain that their clients will use the street at the front of the house to drop off and pick up their children. Parking is permitted on both sides of Falmouth Dr.

e. **If located in a single-family residential district, the building shall have an appearance which is nonintrusive and consistent in color, materials, roof-line and architecture, as determined by the planning commission.**

   Staff comment: The Group Child Care Home will be located in a single-family dwelling. The applicant has not proposed any changes to the exterior of the home. The subject property is consistent in appearance with other single-family homes in the neighborhood. The applicant should confirm that they will continue to use the building as their residence and as its primary use.

f. **Documentation of sufficient indoor classroom, crib or play area meeting state requirements shall be provided. Documentation of approved areas, as licensed by the state, shall be provided.**

   Staff comment: The applicant provided documentation of the layout of the home, but this information will need to be evaluated by the state for the Group Child Care Home license. We recommend that any approval granted by the Planning Commission be conditioned on the site be licensed by the State, including requirements for indoor and outdoor classrooms, crib, and play areas.

g. **There shall be sufficient outdoor play area to meet state regulations. All required outdoor play areas shall be fenced with a four-foot tall fence, provided that no fence shall be located in a front yard.**

   Staff comment: The state will inspect the play area during the licensing process. However, our site visit and analysis appears to confirm that there is fenced rear yard, and determined by measuring the survey that the rear yard is approximately 2,800 s.f. As above, we recommend that any approval be conditioned upon the site meet the requirements for State licensing.

Michigan Zoning Enabling Act. – Requirements for Group Childcare Homes:
The following lists the requirements in the Zoning Enabling Act (ZEA). If these requirements are met by a proposed Group Childcare Home, then the ZEA stipulates that a Special Land Use permit **shall be granted**. The criteria are shown in **bold** text; staff comments in *italics*.

Section 125.3206

(4) For a county or township, a group childcare home shall be issued a special use permit, conditional use permit, or other similar permit if the group childcare home meets all of the following standards:

(a) Is located not closer than 1,500 feet to any of the following:

(i) Another licensed group child care home.

(ii) An adult foster care small group home or large group home licensed under the adult foster care facility licensing act, 1979 PA 218, MCL 400.701 to 400.737.

(iii) A facility offering substance use disorder services to 7 or more people that is licensed under part 62 of the public health code, 1978 PA 368, MCL 333.6230 to 333.6251.

(iv) A community correction center, resident home, halfway house, or other similar facility that houses an inmate population under the jurisdiction of the department of corrections.

Staff comment: The closest licensed group daycare home is 9,134.4 ft. away located at 6191 Rawsonville Road, Van Buren Township (Blooming Buddies Childcare). The Township has no record of a substance use disorder or correction center/resident home or similar facility within 1,500 feet of this property.

(b) Has appropriate fencing for the safety of the children in the group child care home as determined by the local unit of government.

Staff comment: Per the application submitted by Melinda Cutliff, the rear yard is fenced in with a 4' tall chain-link fence and a play structure is available for children to use. During the site visit, we confirmed that the fence is 4' tall.

(c) Maintains the property consistent with the visible characteristics of the neighborhood.

Staff comment: The applicant has not proposed any changes to the exterior of the home and it is consistent with the character of the neighborhood.

(d) Does not exceed 16 hours of operation during a 24-hour period. The local unit of government may limit but not prohibit the operation of a group child care home between the hours of 10 p.m. and 6 a.m.

Staff comment: The applicant proposes operating five (5) days a week from 7:00 a.m. to 6:00 p.m. (11 hours in a 24-hour period).

(e) Meets regulations, if any, governing signs used by a group childcare home to identify itself.

Staff comment: No signs are proposed, and none would be allowed per Sec. 1509.

(f) Meets regulations, if any, requiring a group child care home operator to provide off-street parking accommodations for his or her employees.

Staff comment: As mentioned above, we only consider the 40-year-old helper (or caregiver) in the parking calculation. The Township zoning ordinance requires that two (2) parking spaces be provided for the dwelling unit and one (1) additional space for each caregiver (total of 3 spaces). The proposal will have one (1) assistant caregiver; however, in the applicant's narrative, they state that more full-time staff will be hired as they grow past six (6) children. Regarding the current proposal (1 caregiver), the subject property complies with the required number of off-street parking spaces, or two (2) in the garage and two (2) parking spaces in the driveway for a total of four (4) off-street parking spaces. Note that this site will only permit one (1) additional caregiver so future expansion of this use will be limited to one (1) more caregiver than currently proposed.

SUMMARY

The Zoning Enabling Act (ZEA) requires the Planning Commission to approve a Group Day Care Home *if* the proposal meets the standards in the Act. However, the Special Land Use standards also should be met to the greatest extent possible within the parameters of the ZEA. The applicant should provide the following information (listed below). Also, we recommend that the Planning Commission discuss two issues in the ZEA with the applicant:

1) Will the 4' tall chain-link fence provide adequate safety for the children using the outdoor play area?
2) Will operation of a Group Day Care Home in this neighborhood, serving up to 12 children, maintain the property consistent with the visible characteristics of the neighborhood?

Also, the applicant should provide the following information:

1) Will the applicant's own children attend the Group Day Care? If yes, how many of the applicant's own children will attend?
2) The applicant should provide specific times when the outdoor play area will be used, including:
   - Times of day
   - Number of times per day
   - Duration of outdoor playtime
   - Number of children using the outdoor play area at a time
3) Is the applicant planning on providing any screening to the neighbors in the rear yard to help mitigate noise/activity during outdoor playtime? Does the Homeowners Association permit privacy fencing (i.e., six-foot-tall, opaque fencing)?
4) The applicant should confirm that they will continue to use the building as their residence and as its primary use.

SUGGESTED MOTIONS

The following suggested motions are provided to assist the Commission in making the desired motion of their choice. The Commission may use, add, or reject any conditions suggested herein as they deem appropriate.

Motion to approve:
I move to approve the Special Land Use permit request of Melinda Cutliff for the purpose of allowing a Group Day Care Home, providing care for up to twelve (12) children, for a site zoned R-3, *Residential*, located at 9674 Falmouth Drive, parcel, K-11-35-109-160 with the following conditions:

1. The applicant shall agree to enter into a Special Land Use agreement (Per Sec. 1004(4), *Conditions of Approval)*, outlining the following conditions:
    a. The applicant shall supply, prior to operation of a Group Day Care Home, to the Office of Community Standards a daycare application and all documentation as required by the daycare application, including but not limited to, scaled and accurate survey drawing, correlated with a legal description and showing all existing buildings, drives, and other improvements; copy of state license; copy of inspection reports, drawings or pictures of the house layout, showing the rooms that will be utilized for the daycare.
    b. The Group Day Care Home shall register with the Ypsilanti Township Community Development Department and shall continually have on file with the Township documentation of a valid license as required by the state.
    c. the Group Day Care Home shall be brought into compliance with all state building and fire codes pursuant to State Licensing Rules R400.1831—R400.1835 before beginning operation. Documentation of such compliance with state requirements shall be provided to the Office of Community Standards.
    d. To comply with the Township sign ordinance, no exterior signs advertising the Group Day Care Home is permitted.
    e. Due to the site's limited on-street parking, the number of caregivers will be limited to two (2) persons. Required off-street parking shall be provided during hours of operation.
    f. The site shall be licensed by the State and meet requirements for indoor and outdoor classrooms, crib, and play areas, and an outdoor play area shall be provided pursuant to state licensing rules.

2. For the safety of all occupants and upon sufficient notice, the applicant shall permit, prior to operation of a Group Day Care Home, the dwelling to be inspected by the Township Building official and/or Fire Marshal to ensure compliance with the adopted property maintenance code.

Motion to table:
I move to table the Special Land Use permit request of Melinda Cutliff for the purpose of allowing a Group Day Care Home, providing care for up to twelve (12) children, for a site zoned R-3, Residential, located at 9674 Falmouth Drive, parcel, K-11-35-109-160 in order to consider the comments presented during this public hearing, the additional information offered by the applicant at this meeting, and to further allow the applicant time to resolve the issues noted during this public hearing and Planning Commission discussion.

Motion to deny:
I move to deny the Special Land Use permit request of Melinda Cutliff for the purpose of allowing a Group Day Care Home, providing care for up to twelve (12) children, for a site zoned R-3, Residential, located at 9674 Falmouth Drive, parcel, K-11-35-109-160 following reasons (Commissioner to insert reasons for denial):

1. _____
2. _____
3. _____
4. _____

Respectfully Submitted,

Lauren Doppke
Staff Planner

Sally Elmiger
Ypsilanti Township Planning Consultant

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

MICHIGAN ZONING ENABLING ACT (EXCERPT)
Act 110 of 2006

125.3206 Residential use of property; adult foster care facilities; family or group child care homes.

Sec. 206.

(1) Except as provided in subsection (2), each of the following is a residential use of property for the purposes of zoning and a permitted use in all residential zones and is not subject to a special use or conditional use permit or procedure different from those required for other dwellings of similar density in the same zone:
  (i) A state licensed residential facility.
  (ii) A facility in use as described in section 3(4) (k) of the adult foster care facility licensing act, 1979 PA 218, MCL 400.703.

(2) Subsection (1) does not apply to adult foster care facilities licensed by a state agency for care and treatment of persons released from or assigned to adult correctional institutions.

(3) For a county or township, a family child care home is a residential use of property for the purposes of zoning and a permitted use in all residential zones and is not subject to a special use or conditional use permit or procedure different from those required for other dwellings of similar density in the same zone.

(4) For a county or township, a group child care home shall be issued a special use permit, conditional use permit, or other similar permit if the group child care home meets all of the following standards:
  (a) Is located not closer than 1,500 feet to any of the following:
    (i) Another licensed group child care home.
    (ii) An adult foster care small group home or large group home licensed under the adult foster care facility licensing act, 1979 PA 218, MCL 400.701 to 400.737.
    (iii) A facility offering substance use disorder services to 7 or more people that is licensed under part 62 of the public health code, 1978 PA 368, MCL 333.6230 to 333.6251.
    (iv) A community correction center, resident home, halfway house, or other similar facility that houses an inmate population under the jurisdiction of the department of corrections.
  (b) Has appropriate fencing for the safety of the children in the group child care home as determined by the local unit of government.
  (c) Maintains the property consistent with the visible characteristics of the neighborhood.
  (d) Does not exceed 16 hours of operation during a 24-hour period. The local unit of government may limit but not prohibit the operation of a group child care home between the hours of 10 p.m. and 6 a.m.

(e) Meets regulations, if any, governing signs used by a group child care home to identify itself.

(f) Meets regulations, if any, requiring a group child care home operator to provide off-street parking accommodations for his or her employees.

(5) For a city or village, a group child care home may be issued a special use permit, conditional use permit, or other similar permit.

(6) A licensed or registered family or group child care home that operated before March 30, 1989 is not required to comply with this section.

(7) This section does not prohibit a local unit of government from inspecting a family or group child care home for the home's compliance with and enforcing the local unit of government's zoning ordinance. For a county or township, an ordinance shall not be more restrictive for a family or group child care home than 1973 PA 116, MCL 722.111 to 722.128.

(8) The establishment of any of the facilities listed under subsection (4)(a) after issuance of a special use permit, conditional use permit, or other similar permit pertaining to the group child care home does not affect renewal of that permit.

(9) This section does not prohibit a local unit of government from issuing a special use permit, conditional use permit, or other similar permit to a licensed group child care home that does not meet the standards listed under subsection (4).

(10) The distances required under subsection (4)(a) shall be measured along a road, street, or place maintained by this state or a local unit of government and generally open to the public as a matter of right for the purpose of vehicular traffic, not including an alley.

Charter Township of Ypsilanti
Office of Community Standards
7200 S. Huron Drive, Ypsilanti, MI 48197
Phone: (734) 544-4000 ext. #1
Website: https://ypsitownship.org

RECEIVED BY
MAR 28 2025
YPSILANTI TOWNSHIP OCS

DAYCARE APPLICATION

I. PROJECT LOCATION

Address: 9674 Falmouth Dr. Parcel ID #: K-11- 35-109-160 Zoning R-3
Lot Number: 160 Subdivision: Tremont Park Phase 2
Describe proposed use: Group child care home

If you are using the basement, note the size of the windows: 44-7/16" x 42-11/16"
Names and ages of the helpers: Bryan Cutliff, 40; McKenza Cutliff, 14
Days and hours of operation: 7:00 am 6:00 pm
Is the backyard fenced? (Requirement of the Township is that, at a minimum, the play area must be fenced).

- [x] Yes
- [ ] No

II. APPLICANT/PROPERTY OWNER

Applicant: Melinda Cutliff Phone: 801-671-5685
Address: 9674 Falmouth Dr. City: Ypsilanti State: MI Zip: 48197
Property Owner (if different than applicant): Bryan Cutliff (Joint) Phone: 801-746-9610
Address: 9674 Falmouth Dr. City: Ypsilanti State: MI Zip: 48197

III. FEES

Total: $ 100 **Breakdown of fee:** **Group day care home: $100**

IV. APPLICANT SIGNATURE

The following are attached to this application:

- [x] Name(s) and address(es) of all record owner(s) and proof of ownership.
  - [ ] If applicant is not the fee-simple owner, the owner's signed authorization for application must be attached to this application.
- [x] Scaled and accurate survey drawing, correlated with a legal description and showing all existing buildings, drives and other improvements.
- [x] Section of Zoning Ordinance involved in this request 2122.(1): MCL - 125.3206 MI Zone Enabling
- [x] Copy of State license. License Number: DG814024820
- [x] Copy of inspection reports.
- [x] Drawing or pictures of the house layout, showing the rooms that you will utilize for the daycare.

Melinda Cutliff — Melinda Cutliff — March 27, 2025
Applicant Signature — Print Name — Date

- [ ] Approved
- [ ] Denied

Zoning Administrator Signature — Print Name — Date

Please note: Application cannot be appealed to the Board of Appeals. If denied by the Planning Commission, re-application can be made to the Planning Commission after 365 days, after the date of this application, except on the grounds of new evidence or proof of changed conditions found by the Planning Commission to be valid.

Charter Township of Ypsilanti
Office of Community Standards
7200 S. Huron Drive, Ypsilanti, MI 48197
Phone: (734) 544-4000 ext. #1
Website: https://ypsitownship.org

OFFICE USE ONLY

All daycare applications	
☐ The application is filled out in its entirety and includes the signature of the applicant and, if different than the applicant, the property owner. ☐ Name(s) and address(es) of all record owner(s) and proof of ownership. If the applicant is not the property owner, written and signed permission from the property owner is required ☐ A detailed description of the proposed use. ☐ Fees ☐ Section of Zoning Ordinance involved in this request 2122.(1) ☐ Copy of State license. ☐ Copy of inspection reports. ☐ Description of proposed use, including: ☐ Size of basement windows, if applicable ☐ Names and ages of the helpers. ☐ Days and hours of operation. ☐ Indication if the backyard is fenced or not (requirement of the Township is that, at a minimum, the play area must be fenced).	☐ Scaled and accurate survey drawing, correlated with a legal description and showing: ☐ All property lines and dimensions ☐ All existing and proposed structures and dimensions ☐ Locations of drives, sidewalks, and other paved areas on the property and on the adjacent streets ☐ Location and dimensions of the nearest structures on adjacent properties ☐ Easements and dimensions, if applicable ☐ Drawing or pictures of the house layout, showing the rooms that you will utilize for the daycare. ☐ A site plan, if requested by the planning commission

ZONING APPROVAL FOR GROUP CHILD CARE HOMES

Michigan Department of Licensing and Regulatory Affairs
Child Care Licensing Bureau

Licensee Name: Melinda Cutliff

Licensee Address: 9674 Falmouth Drive
Ypsilanti, MI 48197

License Type: DG – Group Child Care Home (capacity 7-12 children)

Zoning Authority:

According to the Michigan Zoning Enabling Act, 2006 PA 110, a group child care home located in a county or township shall be issued a special use permit, conditional use permit, or other similar permit if the group child care home meets specific standards. A group child care home located in a city or village may be issued a special use permit, conditional use permit, or other similar permit.

Please complete the lower portion of this form and return this completed form to the licensee/applicant.

If you have any questions or concerns, please contact the Michigan Department of Licensing and Regulatory Affairs, Child Care Licensing Bureau, at 517-284-9730.

Thank you.

☐ Location is APPROVED by the local zoning authority.
☐ Location is DISAPPROVED by the local zoning authority.
☐ City, township or county is unzoned.

Signature of Zoning Authority or City, Township, County Manager for Unzoned Communities	Date	Telephone Number

Printed Name of Zoning Authority Authority or City, Township, County Manager for Unzoned Communities	Jurisdiction (City, Township)

Authority: 1973 PA 116 Completion: Required Penalty: Applicant cannot be licensed/registered	LARA is an equal opportunity employer/program.

Michigan Department of Treasury,
1019 (Rev. 11-23)

THIS IS NOT A TAX BILL

L-4400

Notice of Assessment, Taxable Valuation, and Property Classification

9449

This form is issued under the authority of P.A. 206 of 1893, Sec. 211.24 (c) and Sec.211.34c, as amended. This is a model assessment notice to be used by the local assessor.

FROM: CHARTER TOWNSHIP OF YPSILANTI
ASSESSORS OFFICE
7200 S HURON RIVER DR
YPSILANTI, MI 48197
ADDRESS SERVICE REQUESTED

PARCEL NUMBER:
K-11-35-109-160
PROPERTY ADDRESS:
9674 FALMOUTH DR

OWNER'S NAME & ADDRESS/PERSON NAMED ON ASSESSMENT ROLL:

9449

*********AUTO**5-DIGIT 48197
CUTLIFF, BRYAN & MELINDA
9674 FALMOUTH DR
YPSILANTI, MI 48197-1878

PRINCIPAL RESIDENCE EXEMPTION 100.00%

% Exempt As "Qualified Agricultural Property": .00%

LEGAL DESCRIPTION:
LOT 160 TREMONT PARK SUBDIVISION PHASE 2

ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS: 401 (RESIDENTIAL-IMPROVED)

PRIOR YEAR'S CLASSIFICATION: 401 (RESIDENTIAL-IMPROVED)

The change in taxable value will increase/decrease your tax bill for the 2025 year by approximately: $239	PRIOR AMOUNT YEAR: 2024	CURRENT TENTATIVE AMOUNT YEAR: 2025	CHANGE FROM PRIOR YEAR TO CURRENT YEAR
1. TAXABLE VALUE:	159,571	164,517	4,946
2. ASSESSED VALUE:	204,600	216,100	11,500
3. TENTATIVE EQUALIZATION FACTOR: 1.000			
4. STATE EQUALIZED VALUE (SEV):	204,600	216,100	11,500

5. There WAS or WAS NOT a transfer of ownership on this property in2024 WAS NOT

6. Assessor Change Reason:

Market Adjustment

The 2026 Inflation rate Multiplier is: 1.031

Questions regarding the Notice of Assessment, Taxable Valuation, and Property Classification may be directed to the Following:

Name:	Phone:	Email Address:
LINDA GOSSELIN, ASSESSOR	(734) 544-4000	ASSESSING@YPSITOWNSHIP.ORG

March Board of Review Appeal Information. The board of review will meet at the following dates and times:

APPEALS TO THE BOARD OF REVIEW ARE BY MAIL OR APPOINTMENT ONLY.

APPOINTMENT DATES ARE:	MARCH 10TH	9:00 AM TO 4:00 PM
	MARCH 11TH	9:00 AM TO 4:00 PM
	MARCH 12TH	5:00 PM TO 9:00 PM

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— ORDINANCE DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

HVAC CERTIFICATION

TO BE COMPLETED BY A LICENSED MECHANICAL CONTRACTOR

Property Address: 9674 Fellmouth Dr.

Property Owner: Melinda Cutliff

Name of Certified Contractor: A.R Temperature control

Contractor License Number: 7115545

Date of Service/Inspection: 2/28/25

EQUIPMENT INSPECTED

✓ ~~BOILER~~ - Water Heater

___ FURNACE

Make: BRADFORD WHITE

Model Number: MITW40S6FBN

Serial Number: KB1787665S

Carbon Monoxide Reading: 00 ppm

DESCRIBE WORK PERFORMED

H.W.T. Inspection

Is furnace/boiler, with required fire dampers, clean and safe to operate? ✓ Yes ___ No

Signature of Contractor

2/28/25
Date

03/11/25 ACTIVATED CHARCOAL RADON TEST #20804248

Radon Test Result: 2.2 ±0.3 pCi/L

Test Started 03/05/25 at 2:00 pm
Test Ended 03/08/25 at 2:00 pm
Closed house conditions maintained during test.

Location Basement

Center

MELINDA CUTLIFF
9674 FALMOUTH DR
YPSILANTI, MI 48197-1878

Air Chek

PO Box 2000

Naples, NC 28760

www.radon.com

Got radon questions? Contact the Michigan Indoor Radon Program at 800-723-6642 (800-RADONGAS) or visit michigan.gov/radon

INTERPRETING YOUR TEST RESULT

The U.S. EPA recommended action level for indoor radon is 4.0 pCi/L. For results in this range (2 to 3.9), EPA recommends that you should consider steps to lower the radon levels.

If you would like free consultation with a qualified radon testing or mitigation professional, visit www.radon.com/findpro.

If this was the first test that you have conducted, you may want to verify the elevated radon by testing again with a **long-term test kit**. You can purchase a long-term (Alpha Track) test kit at www.radon.com/testkits.

FIND A RADON PROFESSIONAL
Licensed. Insured. Certified.

www.radon.com/findpro

LONG TERM RADON TEST KITS
The EPA suggests re-testing for radon every 2 years.

www.radon.com/testkits

Your Test Result

This result has been rounded to one-tenth (0.1) of a pCi/L (picocurie per liter). This test result reflects the amount of radon measured in this sample AFTER it arrived at our laboratory. All analysis calculations are automatically adjusted to reflect the length of test, the amount of moisture in the sample, temperature, time from the end of test, and the amount of radiation measured. If your test kit was used prior to the Use By date, ALL the testing protocols and instructions were carefully followed, and the data recorded properly on the test packet, then it is reasonable to assume this is an accurate assessment of the average level of the radon this sample was exposed to during the test period.

Health Risks

The primary health risk from long-term exposure to radon is lung cancer. The risk of developing a lung cancer from radon exposure depends both on how much radon is present and how long you are exposed to radon. The higher the radon level or the longer the time of exposure, even if the levels are relatively low, the greater the risk. EPA has set an Action Level for radon at 4 pCi/L; however radon concentrations less than 4 pCi/L still pose some health risks. The Indoor Radon Abatement Act set a goal for indoor radon concentrations to equal the amount of radon found outdoors, which is estimated to be ~ 0.4 pCi/L.

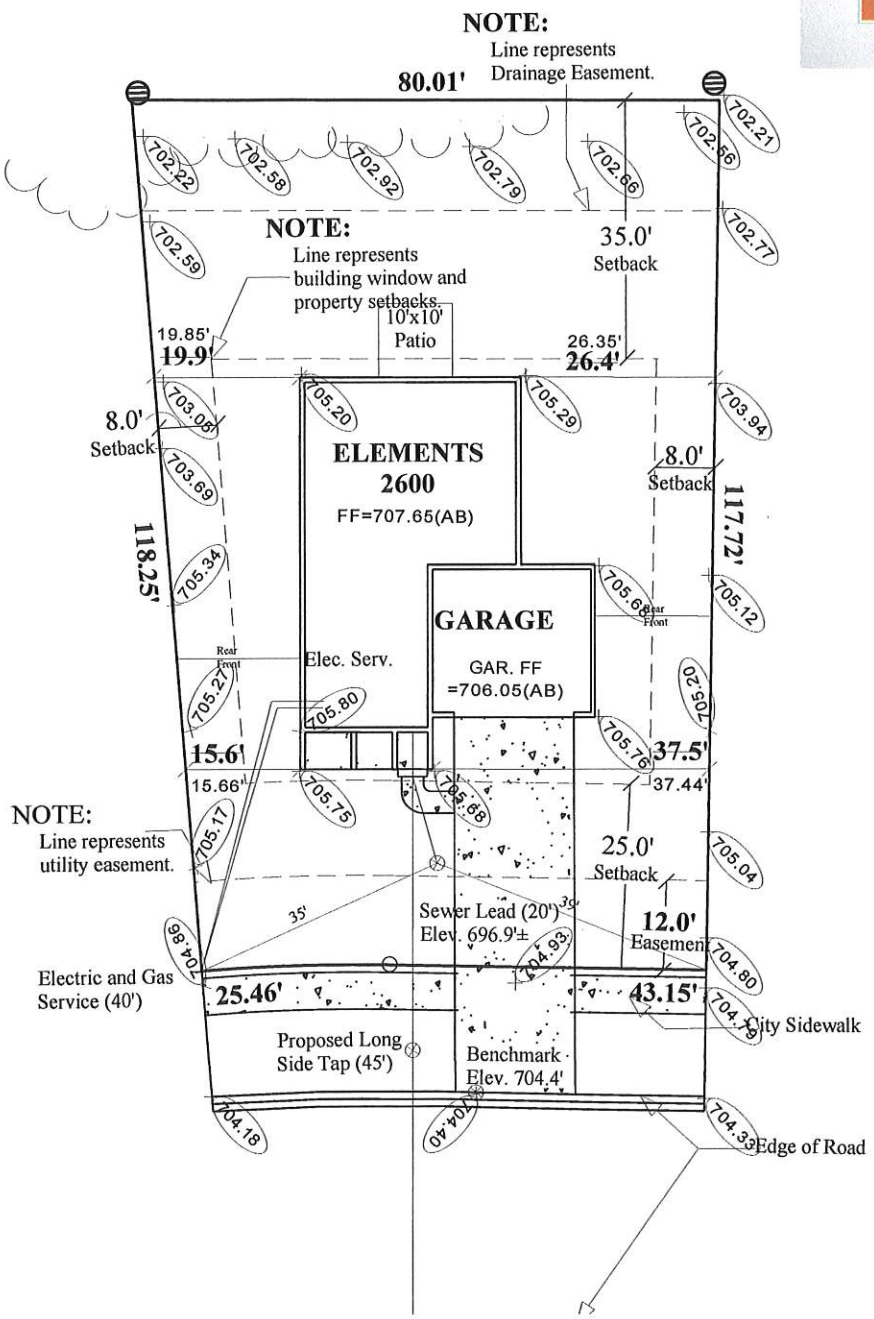
Conducting Follow-up Measurements

USEPA protocol describes two general types of radon measurements: short-term tests conducted from 48 hours up to 90 days, and long-term tests that last from 91 to 365 days. Your first test (initial/screening) should be a short-term `worst-case' screening to see if there is a potential for high exposure to radon. Screening tests should be conducted under closed-building conditions, in the lowest lived-in area in the house, because the highest concentrations of radon will usually be found in a room closest to the underlying soil. Tests made under these conditions are less likely to miss a house with a potential for high concentrations. On the other hand, if the results of worst-case screening tests are very low, there is a high probability that the average annual concentrations in the house are also low.

(Continued on Back)

Most states have a radon office to assist citizens with general questions about radon and radon reduction techniques. Many states maintain a list of licensed or certified radon testing and mitigation professionals. You can visit www.state-radon.info to find the list of state radon contacts, as well as links to additional radon resources in your area.

ALLEN EDWIN HOMES



NOTE:
DIFFIN - UMLOR & ASSOCIATES ASSUMES NO RESPONSIBILITY FOR DRIVEWAY PLACEMENT. CLIENT MUST VERIFY ALL DIMENSIONS AD DRIVEWAY PLACEMENT PRIOR TO CONSTRUCTION. APPROVAL OF THIS PLOT PLAN DOES NOT RELIEVE THE OWNER/BUILDER OF COMPLIANCE WITH ALL APPLICABLE CODES AND ORDINANCES. BEFORE BEGINNING CONSTRUCTION VERIFY AS-BUILT HOME LEAD LOCATION WITH MUNICIPALITY. NO FIELD WORK HAS BEEN DONE AT THIS TIME.

0 10 20 40
SCALE: 1 inch = 20 ft.

Diffin-Umlor & ASSOCIATES
Civil Engineering • Surveying • Landscaping • Construction Services
53115 GRAND RIVER AVE. NEW HUDSON, MI 48165
PH: (248) 437-7803, FAX: (866) 690-4307

STATE OF MICHIGAN
WES LEE O. UMLOR
PROFESSIONAL SURVEYOR
No. 57869
LICENSED PROFESSIONAL SURVEYOR

LOT 160
FINAL ASBUILT

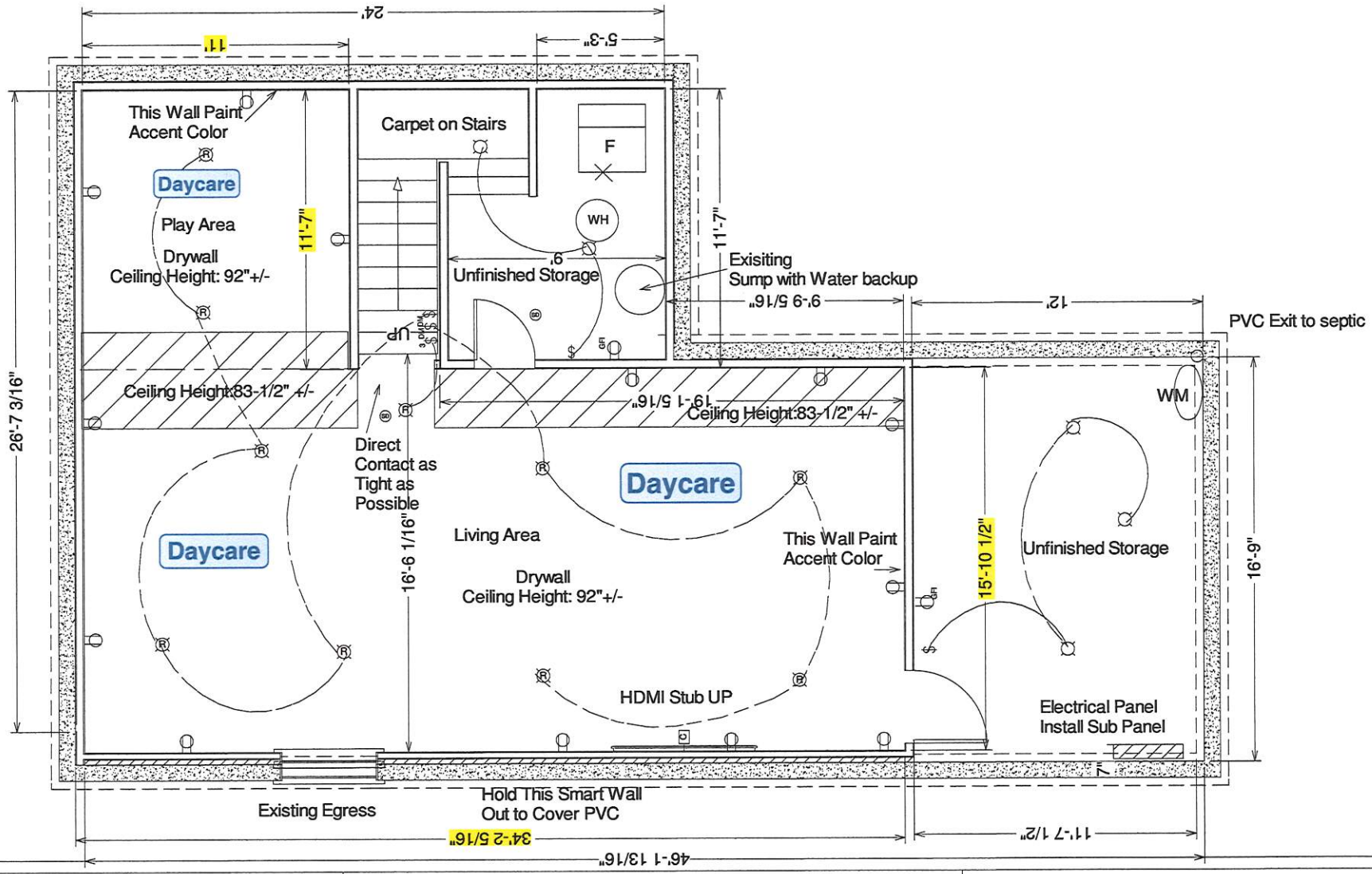
9674 FALMONTH DRIVE
TREMONT PARK
RESIDENTAL COMMUNITY

ALLEN EDWIN HOME
2186 EAST CENTER
PORTAGE, MI 49002

Date: 10-11-13
Project No.: 100904

Falmouth Dr
0
30
60ft
Washtenaw County

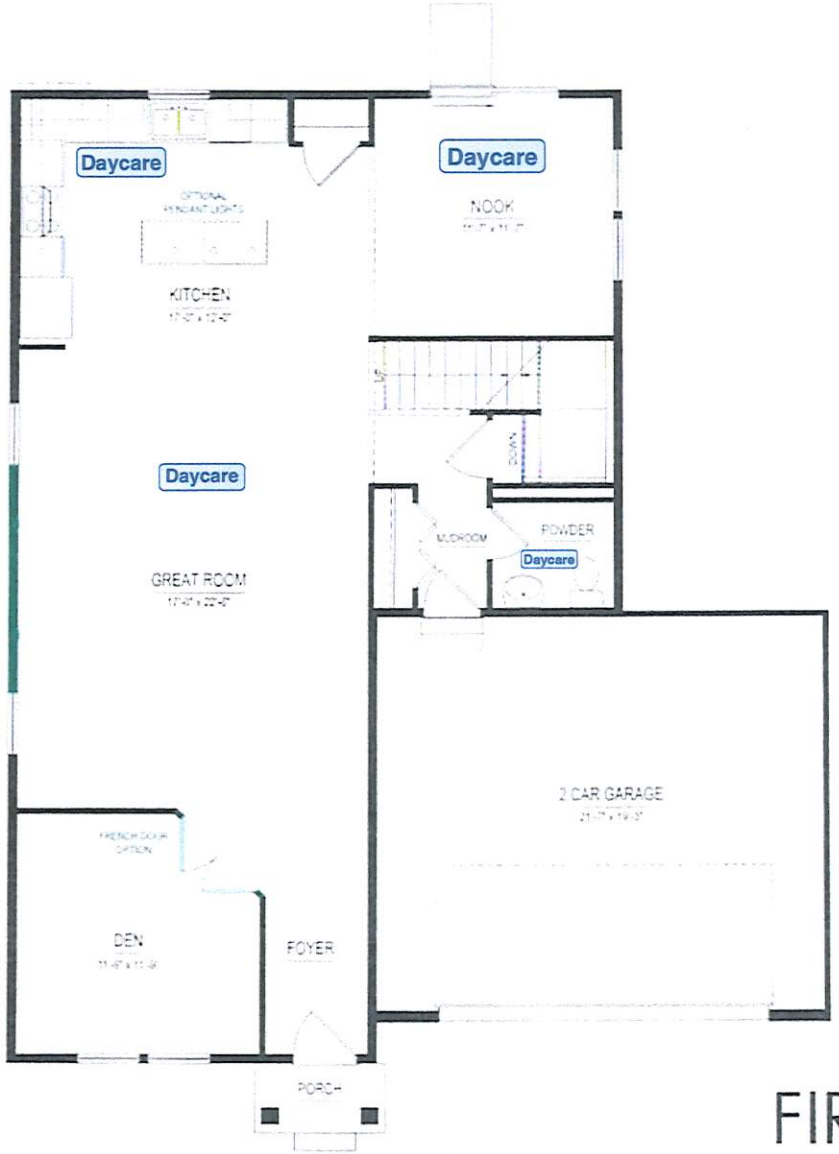
Plan A
Joist Ht 7.9"
Beam Ht 6.9"



9674 Falmouth Drive Ypsilanti, MI 48197	Basement	Date: June 22, 2018 Revised July 3, 2018

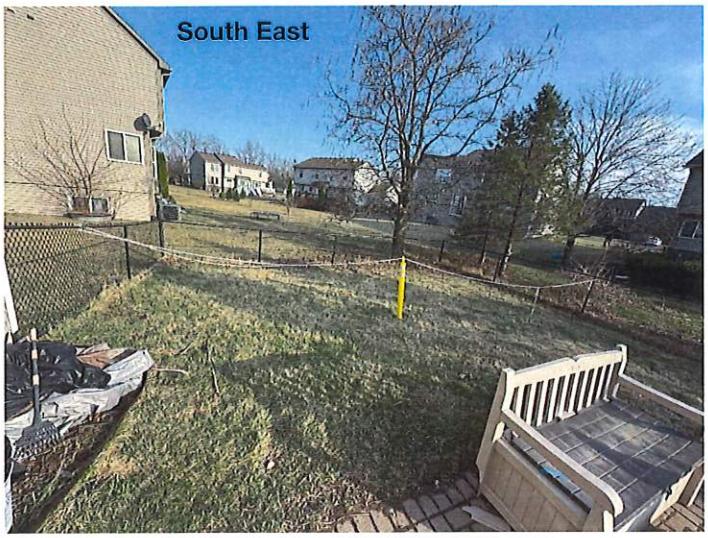
ELEMENTS COLLECTION

ELEMENTS 2600



FIRST FLOOR

Backyard Pictures



ACHIEVING DREAMS CHILD CARE

734-262-9872
bmac.dreams@outlook.com

4007 Carpenter Rd,
#139
Ypsilanti, MI 48197

March 31, 2025

Ypsilanti Township
Planning and Zoning Office
7200 S. Huron River Dr.
Ypsilanti, MI 48197

We plan to open a Group Child Care Home at 9674 Falmouth Dr., Ypsilanti, MI 48197, and provide the following supplemental information to support our application from March 28th, 2025.

Supplemental Information and Property Details

1. **Outdoor Play Area:** 4-foot fenced-in backyard (pictures attached)
2. **Hours of operation:** 7:00a to 6:00p
3. **Number of Employees:** 1 full-time with 2 helpers. More full-time staff will be hired as we grow past 6 children.
4. **Off-street employee parking:** The residential driveway can accommodate two vehicles at a time
5. **Client drop-off and pick-up:** Clients will utilize the street at the front of the house to drop off and pick up children. The street can accommodate four vehicles in front of our property and an additional two vehicles across the street from our property.

Sincerely,

Melinda Cutliff

Melinda Cutliff

Vice President and Director

Outlook

Operating days

From Bryan and Melinda C <bmac.dreams@outlook.com>
Date Thu 4/10/2025 1:39 PM
To Lauren Doppke <ldoppke@ypsitownship.org>

We will operate five days a week, Monday through Friday 7 AM to 6 PM

Outlook

Objection to Special Land Use Petition for Group Daycare Home — 9674 Falmouth Drive - K-11-35-109-160

From Sidney Sturges <sidney@sturges.io>
Date Sat 4/26/2025 9:59 PM
To Email Distro - Planning Department <planning.info@ypsitownship.org>

Some people who received this message don't often get email from sidney@sturges.io. Learn why this is important

Dear Township Planning Commission,

I am writing to formally object to the Special Land Use Application submitted for the group daycare home located at 9674 Falmouth Drive. I am the immediate rear neighbor of this property, and I would like to respectfully express several concerns regarding this proposed change.

First and foremost, the nature of a group daycare operation will significantly increase the level of ambient noise in our immediate area. The Township's own zoning ordinances typically seek to preserve the quiet enjoyment of residential properties, and the addition of up to 12 children on a consistent basis directly behind my home would create a material and ongoing disturbance, impacting my family's ability to enjoy our backyard and property.

Secondly, I am concerned about the physical safety implications. The fencing at the proposed daycare home appears to be undersized (height) relative to the potential volume of children. As my backyard borders this property, it raises a significant risk that children may inadvertently cross onto my property. In such an event, there could be serious liability implications for me as a homeowner—something I believe should not be an unintended consequence of another party's business activity.

Additionally, it is unclear whether the request for "up to 12 children" includes or is in addition to the 4–5 children already residing at the home. This ambiguity further raises concerns about overcapacity, supervision adequacy, and adherence to safety and zoning requirements intended to limit residential densities and protect neighboring properties from commercial-scale impacts.

Finally, I have concerns regarding increased traffic, parking congestion, and general neighborhood safety. A group daycare naturally invites more vehicular activity—pickups, drop-offs, deliveries—which could result in congestion on what is intended to be a quiet residential street. Studies and best practices in land use planning consistently caution against allowing commercial operations to unduly impact the residential character and infrastructure of a neighborhood.

In conclusion, I fully appreciate the need for quality childcare options, I believe that allowing this special land use would fundamentally and negatively alter the residential character of our neighborhood and introduce significant, unnecessary risks to adjacent properties like mine. I respectfully request that the Planning Commission deny this petition.

Thank you for your time and consideration of my concerns.

Sincerely,
Sidney Sturges
9647 Landsdowne Ln, Ypsilanti MI

Outlook

9674 Falmouth Drive - K - 11-35-109-160 Objection

From Jamie Randall <jjrandall34@yahoo.com>
Date Mon 5/5/2025 10:18 AM
To Email Distro - Planning Department <planning.info@ypsitownship.org>

Some people who received this message don't often get email from jjrandall34@yahoo.com. Learn why this is important

I object to a daycare in a home within the subdivision.
The increase in noise and traffic (there have been previous concerns about the speed of drivers, and the cars driven by people that do not live in the sub and crime that it brings into the neighborhood). The parcel is zoned as one-family residential, a daycare I see as more commercial than residential.
The main concern in the negative impact it would have on the property value.

Thank you,

Outlook

Petition for Group Daycare 9674 Falmouth Drive - k-11-35-109-160

From Dan Falzon <Dfalzon@WFWhelan.com>

Date Mon 5/5/2025 1:00 PM

To Lauren Doppke <ldoppke@ypsitownship.org>; Email Distro - Planning Department <planning.info@ypsitownship.org>

Some people who received this message don't often get email from dfalzon@wfwhelan.com. Learn why this is important

Dear Ypsilanti Township Planning Commission,

I am sending this email to raise objection to the petition that has been filed in our Township to permit a group daycare home at 9674 Falmouth Drive / K-11-35-109.160.

My family lives in close proximity to the home that has filed this application and we strongly object to Mrs. Cutliff being granted permission for a daycare home.

- The most obvious concern is property values. All the neighbors in close range of this house if permitted, will have drastically decreased home values, this has been a proven fact with daycare homes run out of residential houses in neighborhoods. Statistics show that the neighboring houses will in fact, decrease in value.
- This will also lead to increased traffic and noise in the neighborhood. We live diagonally behind the yard of this property, and it is already very loud and chaotic at this house. This will certainly increase traffic in our neighborhood as well, especially during the drop off or pick up times.
- Tremont Park is a relatively smaller subdivision, and one of the major reasons we chose to buy a home within this subdivision. This increased activity of a daycare center will certainly disrupt the peace and quiet of our neighborhood.
- Another concern is the potential for community conflicts and raised disturbances. Many residents object to the presence of this daycare and we do not want it to cause any higher-level conflict close to our home.
- Mrs. Cutliff currently has 5 children and a large dog which gets absolutely no attention and barks nonstop. With a capacity of 12 additional children and another employee or two, we are estimating 18-20 people in a single-family residence during the day care business hours, this seems excessive.

This home in question is currently very busy and noisy, the back yard is not kept up as nice and neat as it could be and permitting a daycare here will only contribute to many more negative side effects to our community in the future. For these reasons, I object to this petition, and I would hope the Planning Commission will take my comments into strong consideration before reaching any decision.

Thank you.

Best Regards,
Dan Falzon
9621 Landsdowne Lane

The contents of this email and attachments are intended for the addressee only, and may contain information that is confidential, privileged or otherwise protected from disclosure. The

May 6th, 2025

To whom it may concern we object to the plans of a daycare starting in Tremont Park at 9674 Falmouth K-11-35-109-160. Our concern is their aggressive dog, our property value, and the amount of children they are planning to allow to attend. Subdivision living is not a place to run a daycare in our opinion and will be a disturbance living close to the residents at 9674 Falmouth. Although, we do think it is great they want to open a daycare; seeking alternate places to open a daycare is more ideal and beneficial for all including the children who would potentially attend.

Thank You

Falmouth Dr Resident

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

Staff Report
MNL Investment LLC
10131 Textile Road, Ypsilanti, MI 48197
Class A Non-Conforming Designation

May 07, 2025

Applicant: Bazo Construction

Plan Date: February 11, 2025

Location: 10131 Textile Road, Ypsilanti, MI 48197 Parcel K-11-24-300-006

Zoning: NB – Neighborhood Business

Action Requested: Class A Non-Conforming Designation

Case Location and Summary

The Office of Community Standards is in receipt of a Class A Non-Conforming Designation Application from Bazo Construction representing MNL Investments LLC requesting a Class A Designation for one legal non-conforming sign located at 10131 Textile Road, Ypsilanti, MI 48198. MNL Investments LLC seeks this approval so they can change the face of the existing pole sign.

Cross References

- Article 13, Site Design Standards
- Article 15, Signs
- Article 16, Nonconformities

Subject Site Use, Zoning and Master Plan

The site is currently used as a vehicle fueling station and convenience store. The site is 0.459-acres (19,994 sq. ft.) in size, and is occupied by a 2,400 sq. ft. commercial building, two gas pumps (4 fueling stations), and a canopy over the gas pumps. The property is zoned NB, Neighborhood Business.

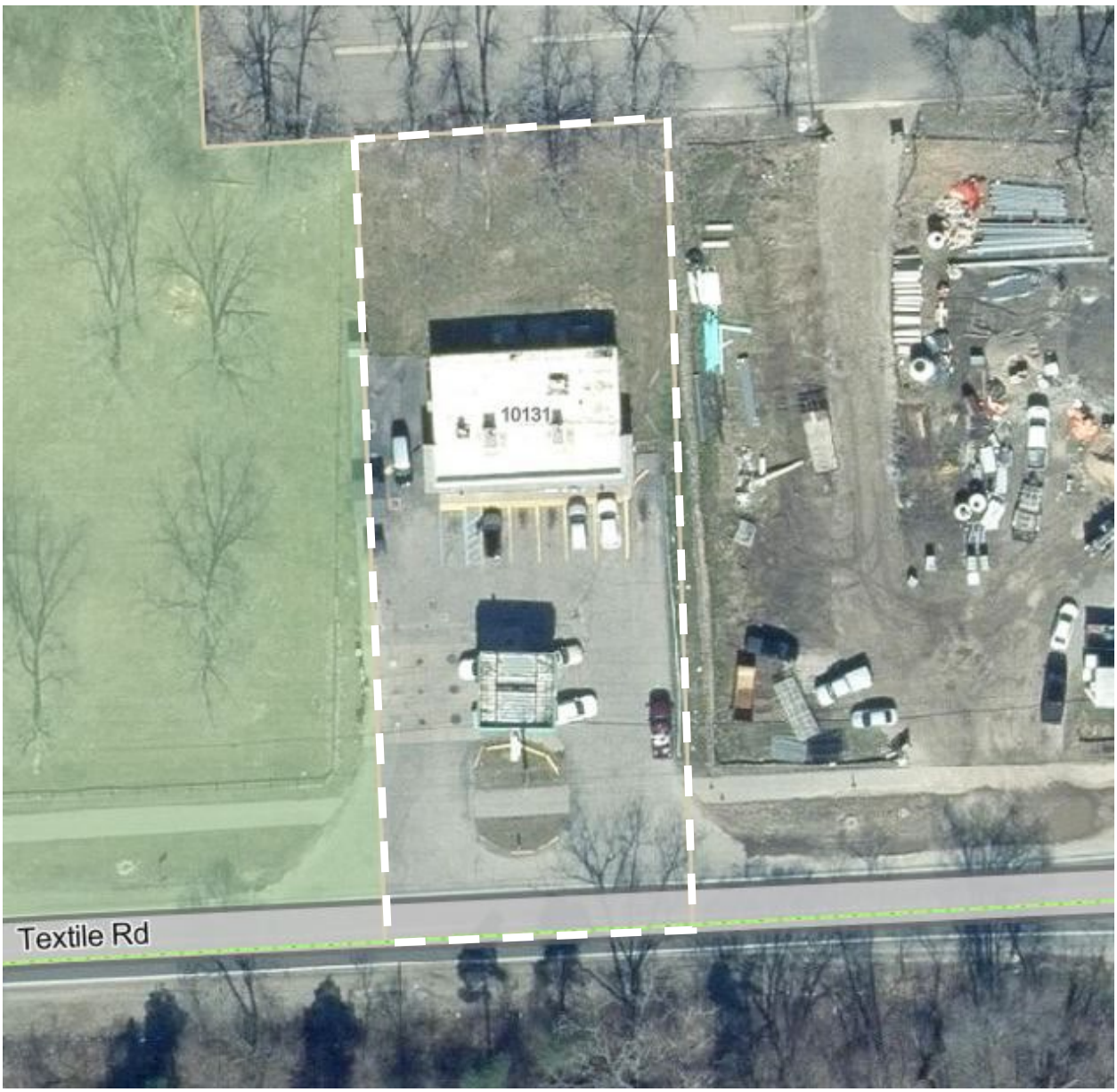
The Charter Township of Ypsilanti 2040 Master Plan designates this site as Neighborhood Preservation, which is described as established residential neighborhoods primarily north of Ford Lake and I-94. The intent is to preserve and strengthen the neighborhoods through investment and infill.

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

10131 Textile Road, Ypsilanti, MI 48197 – Aerial Photograph 2024



Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

10131 Textile Road, Ypsilanti, MI 48197 – Site Inspection 2025

Adjacent Uses, Zoning and Master Plan

Direction	*Use*	*Zoning*	*Master Plan*
North	Apartment Building	RM-HD – Multiple Family High Density	Neighborhood Preservation
South	Vacant	R-4 – Single Family Residential	Innovation and Employment District
East	Vacant	RM-HD – Multiple Family High Density	Neighborhood Preservation
West	Vacant	R-2 – One-Family Residential	Neighborhood Preservation

ANALYSIS

Article 15 – Signs. Sec. 1500(13) – Class A Nonconforming Sign Designation.

Class A nonconforming signs shall be considered to be conforming signs for purposes of repair, service, or the changing of sign copy in a manner that does not require structural changes or any change to the sign box or enclosure. The Planning Commission may grant a Class A nonconforming sign designation in those instances where a determination is made after public hearing that the continuance of a nonconforming sign meets both the criteria found in Section 1602.2 and the following:

A. The granting of a continuance of the nonconforming sign will not create unfair advertising advantage over other properties in conformance with the sign provisions of this Article.
B. A nonconforming use shall not be permitted to add additional signs to the building or premises. Existing signs accessory to nonconforming uses may be maintained.

This analysis first looks at the two criteria above, and then considers the criteria in Sec. 1602.2. The criteria in the ordinance are listed below in **bold** text below; our comments follow in *italics*.

A. The granting of a continuance of the nonconforming sign will not create unfair advertising advantage over other properties in conformance with the sign provisions of this Article.

Staff Comments: The table below compares the dimensions of the existing sign and the proposed sign:

Neighborhood Business Ground Sign Requirements	Existing Non-Conforming Sign	Proposed Sign
Max. Sign Area: 32 sq. ft.	30 sq. ft.	30 sq. ft.
Max. Sign Height: 6 feet	Approx. 12-13 ft.	No Change Proposed
Min. Setback: 10 feet	Approx. 6 ft.	No Change Proposed

The proposed sign will be the same size area. A very similar sign has been in this location for a number of years. We don't consider the new sign face to give this property owner an unfair advantage over other properties that conform with the current sign provisions.

B. A nonconforming use shall not be permitted to add additional signs to the building or premises. Existing signs accessory to nonconforming uses may be maintained.

Staff Comments: The fueling station/convenience store was legally established on this site. The proposal is not adding to the number of signs at this site.

Article 16. – Nonconformities. Sec. 1602. – Class A Nonconforming Designation

1. **A determination that the structure or use of land is nonconforming as defined in the ordinance.**

   Staff Comments: The existing sign structure does not comply with the current ordinance, as it is taller than permitted (approx. 12-13 feet vs. 6 feet) and is set back from the property line a shorter distance than permitted (6 ft. vs. 10 ft.). These features make the existing sign non-conforming.

2. **The nonconformity does not significantly depress the value of nearby properties.**

   Staff Comments: The Planning Department does not believe that the continuation of this non-conforming sign will suppress the value of nearby properties. The new sign face is the same size as the existing non-conforming sign face.

3. **The nonconformity is not contrary to the public health, safety, and welfare.**

   Staff Comments: The continuation of this sign as a Class A Non-Conforming Sign is not expected to affect public health, safety, or welfare. Its presence does not obstruct visibility or interfere with pedestrian or vehicular traffic.

4. **No useful purpose would be served by the strict application of requirements for such a nonconformity under this Ordinance.**

   Staff Comments: Enforcing strict compliance would require the applicant to remove or replace the existing sign with one conforming to current standards, despite the sign's historical compliance and current structural soundness. The sign's visibility serves the local traffic along this road, and the non-conforming structure continues to meet the needs of the business.

5. **Signage: Signage associated with the use shall be in compliance with Article 15.**

   Staff Comments: While the sign does not comply with the current height and setback dimensions in Article 15, it was legally erected and has remained in good condition. Granting the Class A Designation will allow the property owner to change the sign copy in compliance with legal non-conforming regulations without requiring structural alterations.

6. **Plan for site improvements:**

   Staff Comments: The Office of Community Standards has been working with the applicant to bring the site into compliance with current standards.

7. **Other conditions may be attached to the approval to assure that the structure or use of land does not become contrary to this Ordinance.**

   Staff Comments: The Planning Commission may require additional conditions, such as regular maintenance of the sign and compliance with lighting requirements, to ensure the site remains in harmony with the surrounding area.

Recommendations

The Planning Department has reviewed the application for a Class A Non-Conforming Designation for the legal non-conforming sign at 10131 Textile Road. The requested designation will allow the applicant to change the copy on an existing pole sign, bringing it into better compliance with the Township's legal non-conforming standards. The Planning Department recommends approval of the Class A Non-Conforming Designation with the following conditions:

1. *The property owner shall comply with all current Township Sign Ordinance standards regarding maintenance and repair of the sign structure.*
2. *The property owner shall comply with ordinance lighting standards regarding sign lighting.*
3. *[ADD ANY OTHER CONDITIONS BASED ON PLANNING COMMISSION DISCUSSION]*

Suggested Motions

The following suggested motions and conditions are provided to assist the Planning Commission in making the most appropriate motion for this application. The commission may utilize, add, or reject any conditions suggested herein, as they deem appropriate.

Motion to postpone:

"I move to postpone the Class A Non-Conforming Designation application submitted by Bazo Construction on behalf of MNL Investment LLC, for one legal non-conforming pole sign at 10131 Textile Road, Ypsilanti, MI 48197, Parcel K-11-24-300-006, to consider comments and feedback presented at this evening's Planning Commission Meeting."

Motion to approve:

"I move to approve the Class A Non-Conforming Designation application submitted by Bazo Construction on behalf of MNL Investment LLC, for one legal non-conforming pole sign at 10131 Textile Road, Ypsilanti, MI 48197, Parcel K-11-24-300-006, with the following conditions:

1. *The property owner shall comply with all current Township Sign Ordinance standards regarding maintenance and repair of the sign structure.*
2. *The property owner shall comply with ordinance lighting standards regarding sign lighting.*
3. *[ADD ANY OTHER CONDITIONS BASED ON PLANNING COMMISSION DISCUSSION]."*

Motion to deny:

"I move to deny the Class A Non-Conforming Designation application submitted by Bazo Construction on behalf of MNL Investment LLC, for one legal non-conforming pole sign at 10131 Textile Road, Ypsilanti, MI 48197, Parcel K-11-24-300-006, due to the following reasons:"

*1.*_____

*2.*_____

*3.*_____

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

Respectfully Submitted,

Lauren Doppke
Staff Planner

Sally Elmiger
Ypsilanti Township Planning Consultant

Charter Township of Ypsilanti
Office of Community Standards
7200 S. Huron Drive, Ypsilanti, MI 48197
Phone: (734) 544-4000 ext. #1
Website: https://ypsitownship.org

CLASS A NON-CONFORMING DESIGNATION APPLICATION

I. PROJECT LOCATION

Address: 10131 Textile Rd. Parcel ID #: K-11- Zoning _____
Lot Number: _____ Subdivision: _____

II. APPLICANT INFORMATION

Applicant: Bazo Construction Phone: _____
Address: 12645 Delta st. City: Taylor, State: MI Zip: 48180
Fax: 313-584-8847 Email: smheisin@bazoconstruction.com
Property Owner: MNL Investments LLC Phone: _____
Address: 10131 Textile Rd. City: Ypsilanti State: MI Zip: 48197
Fax: _____ Email: _____

III. FEES

Total: $2,000

Breakdown of fee:		
	Non-refundable:	**$ 1,000**
	Refundable:	**$ 1,000**

IV. APPLICANT SIGNATURE

The following are attached to this application:

- ☐ Name(s) and address(es) of all record owner(s) and proof of ownership.
  - ☐ If applicant is not the fee-simple owner, the owner's signed authorization for application must be attached to this application.
- ☐ Scaled and accurate survey drawing, correlated with a legal description and showing all existing buildings, drives and other improvements.
  - ☐ A site plan required, if requested by the planning commission, which shall meet all the requirements of Section 910 of the zoning ordinance: ☐ttached ☐Not Applicable
- ☐ Section of Zoning Ordinance involved in this request: _____
- ☐ Described proposed use:

Proposing to bring existing Sunoco image station to new Sunoco image standards per renderings attached

Applicant Signature	Print Name	Date
	Tony Bazo	3/24/25

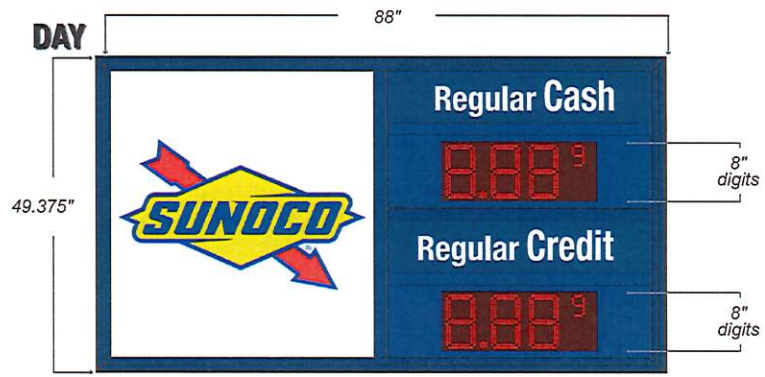
Please note: Application cannot be appealed to the Zoning Board of Appeals. If denied by the Planning Commission, re-application can be made to the Planning Commission after 365 days, after the date of this application, except on the grounds of new evidence or proof of changed conditions found by the Planning Commission to be valid.

Rendering
...for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to final engineering specifications and install drawings.

NOTE: Sunoco logo to be street justified on both sides

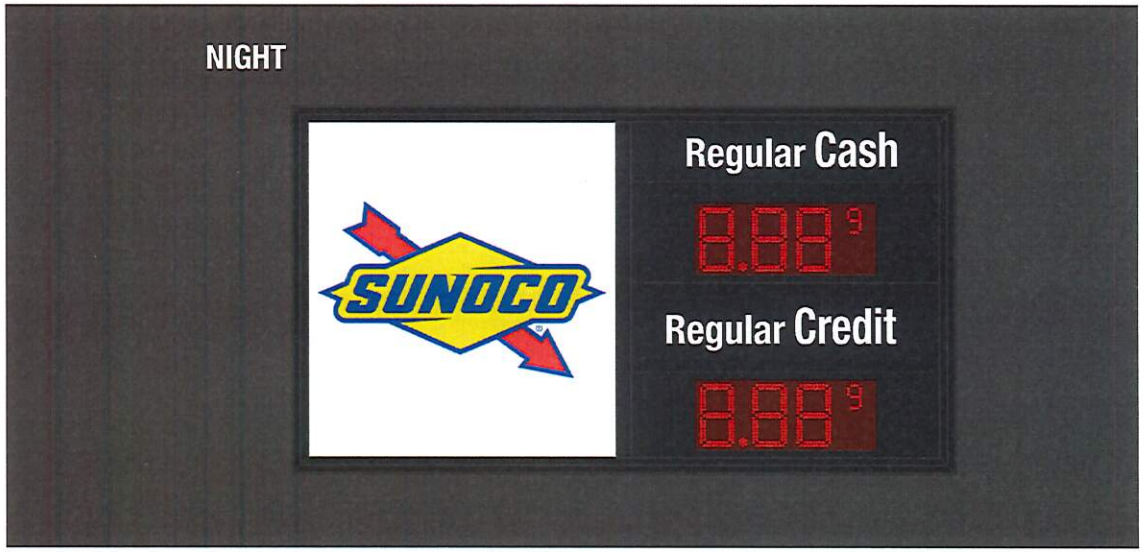
7.33'

DAY



Per MI state law -The qualifier on the product grade panel must be ½ the size of the price font or digit size. (e.g. Regular Cash product grade – the word Cash would have to be ½ the size of the font/digit)

NIGHT



***NOTE:** Final dimensions to be determined by Final Engineering*

Everbrite

DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings.

© 2025 Everbrite, LLC, all rights reserved. This document is confidential and proprietary to Everbrite, LLC. Any disclosure to a third party is expressly prohibited.

Customer: SUNOCO	*Must be printed actual size for scale to apply	Description: LD4S,SUN 4X7 3L 2P 10R CP	Customer Approval: Graphics and colors on file will be used unless otherwise specified by customer. Please review drawing carefully. By signing below, you agree to graphics as shown above, and to location of sign as shown. Please return signed copy back to Everbrite.
Project No: 517201 A	Scale: 3/8" = 1'		
Date: 02/11/25	Drawn By: ERJ		CUSTOMER SIGNATURE / DATE
Location & Site No: 10131 Textile Rd. Ypsilanti, MI 48197-9427 50385		Revised:	
		Revised:	LANDLORD SIGNATURE / DATE

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

Staff Report
Ypsi Oil Company INC
2120 Rawsonville Road, Ypsilanti, MI 48198
Class A Non-Conforming Designation

May 07, 2025

Applicant: Your Signs & Graphics Inc.

Plan Date: January 01, 2025

Location: 2120 Rawsonville Road, Ypsilanti, MI 48198 Parcel K-11-24-100-005

Zoning: GB – General Business

Action Requested: Class A Non-Conforming Designation

Case Location and Summary

The Office of Community Standards is in receipt of a Class A Non-Conforming Designation Application from Your Signs & Graphics Inc. representing Ypsi Oil Company Inc. requesting a Class A Designation for one, legal non-conforming sign located at 2120 Rawsonville Road, Ypsilanti, MI 48198. Ypsi Oil Company Inc. seeks this approval so they can change the copy of the existing pole sign.

Cross References

- Article 13, Site Design Standards
- Article 15, Signs
- Article 16, Nonconformities

Subject Site Use, Zoning and Master Plan

The current site is used as a vehicle fueling station and convenience store. The site is 0.847-acres (36,895 s.f.) in size, and is occupied by a 2,300 s.f. commercial building, eight gas pumps (16 fueling stations), and a canopy over the gas pumps. The property is zoned GB, General Business.

The Charter Township of Ypsilanti 2040 Master Plan designates this site as Neighborhood Transition District, which has multiple family housing, commercial and office uses, but can include single-family homes and institutional/civic uses and spaces. Uses shall be compatible with the existing areas and respect adjacent neighborhoods. The district is intended to serve as a sensible transition from Neighborhood Preservation area to more intense uses.

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

2120 Rawsonville Road, Ypsilanti, MI 48198 – Aerial Photograph 2025

Adjacent Uses, Zoning and Comprehensive Plan

Direction	Use	Zoning	Master Plan
North	MDOT Highway	N/A	Neighborhood Transition District
South	Bank	GB- General Business	Neighborhood Transition District
East	Salon	GB- General Business	Neighborhood Transition District
West	Vacant	RM-LD – Multiple Family Low Density	Neighborhood Transition District

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

2120 Rawsonville Road, Ypsilanti, MI 48198 – Site Inspection 2025 – Existing Sign

ANALYSIS

Article 15 – Signs. Sec. 1500(13) – Class A Nonconforming Sign Designation.

Class A nonconforming signs shall be considered to be conforming signs for purposes of repair, service, or the changing of sign copy in a manner that does not require structural changes or any change to the sign box or enclosure. The Planning Commission may grant a Class A nonconforming sign designation in those instances where a determination is made after public hearing that the continuance of a nonconforming sign meets both the criteria found in Section 1602.2 and the following:

A. The granting of a continuance of the nonconforming sign will not create unfair advertising advantage over other properties in conformance with the sign provisions of this Article.
B. A nonconforming use shall not be permitted to add additional signs to the building or premises. Existing signs accessory to nonconforming uses may be maintained.

This analysis first looks at the two criteria above, and then considers the criteria in Sec. 1602.2. The criteria in the ordinance are listed below in **bold** text below; our comments follow in *italics*.

A. The granting of a continuance of the nonconforming sign will not create unfair advertising advantage over other properties in conformance with the sign provisions of this Article.

Staff Comments: The table below compares the dimensions of the existing sign and the proposed sign:

General Business Ground Sign Requirements	Existing Non-Conforming Sign	Proposed Sign
Max. Sign Area: 50 sq. ft.	Upper Sign: 61.57 sq. ft. Middle Sign: 12.07 sq. ft. Price Signs: 42.69 sq. ft. Diesel Sign: 9.26 sq. ft. **Total: 125.59 sq. ft.**	Upper Sign: 61.57 sq. ft. Price Sign: 42.69 sq. ft. **Total: 104.26 sq. ft.**
Max. Sign Height: 6 feet	Approx. 19 ft.	No Change Proposed
Min. Setback: 10 feet	Approx. 16 ft.	No Change Proposed

The proposed sign will be smaller in area, and have fewer individual signs. A very similar sign has been in this location since 1997. We don't consider the new signage to give this property owner an unfair advantage over other properties that conform with the current sign provisions.

B. A nonconforming use shall not be permitted to add additional signs to the building or premises. Existing signs accessory to nonconforming uses may be maintained.

Staff Comments: The fueling station/convenience store was legally established on this site. The proposal is not adding, but subtracting, the number of signs.

Article 16. – Nonconformities. Sec. 1602. – Class A Nonconforming Designation

1. **A determination that the structure or use of land is nonconforming as defined in the ordinance.**

   Staff Comments: The existing sign structure does not comply with the current ordinance, as it is taller than permitted (approx. 19 feet vs. 6 feet) and is greater in sign area than permitted (104.25 sq. ft. vs. 50 sq. ft.). These features make the existing sign non-conforming.

2. **The nonconformity does not significantly depress the value of nearby properties.**

   Staff Comments: The Planning Department does not believe that the continuation of this non-conforming sign will suppress values of nearby properties. The new sign faces reduce the existing sign area non-conformity.

3. **The nonconformity is not contrary to the public health, safety, and welfare.**

   Staff Comments: The continuation of this sign as a Class A Non-Conforming Sign is not expected to affect public health, safety, or welfare. Its presence does not obstruct visibility or interfere with pedestrian or vehicular traffic. The sign's height and setback provide adequate distance from the sidewalk, and there is no adverse safety concerns associated with the requested sign face change.

4. **No useful purpose would be served by the strict application of requirements for such a nonconformity under this Ordinance.**

   Staff Comments: Enforcing strict compliance would require the applicant to remove or replace the existing sign with one conforming to current standards, despite the sign's historical compliance and current structural soundness. As the sign's visibility

serves both local and regional traffic, the non-conforming structure continues to meet the needs of the business and is consistent with other signs along this corridor.

5. **Signage: Signage associated with the use shall be in compliance with Article 15.**

   Staff Comments: While the sign does not comply with the current height and square footage limits in Article 15, it was legally erected and has remained in good condition. Granting the Class A Designation will allow the property owner to change the sign copy in compliance with legal non-conforming regulations without requiring structural alterations.

6. **Plan for site improvements:**

   Staff Comments: The Office of Community Standards has been working with the applicant to bring the site into compliance with current standards.

7. **Other conditions may be attached to the approval to assure that the structure or use of land does not become contrary to this Ordinance.**

   Staff Comments: The Planning Commission may require additional conditions, such as regular maintenance of the sign and compliance with lighting requirements, to ensure the site remains in harmony with the surrounding area.

RECOMMENDATIONS

The Planning Department has reviewed the application for a Class A Non-Conforming Designation for the legal non-conforming sign at 2120 Rawsonville Rd. The requested designation will allow the applicant to change the copy on an existing pole sign, bringing it into better compliance with the Township's legal non-conforming standards. The Planning Department recommends approval of the Class A Non-Conforming Designation with the following conditions:

1. *The property owner shall comply with all current Township Sign Ordinance standards regarding maintenance and repair of the sign structure.*
2. *The property owner shall comply with ordinance lighting standards regarding sign lighting.*
3. *[ADD ANY OTHER CONDITIONS BASED ON PLANNING COMMISSION DISCUSSION]*

Suggested Motions

The following suggested motions and conditions are provided to assist the Planning Commission in making the most appropriate motion for this application. The commission may utilize, add, or reject any conditions suggested herein, as they deem appropriate.

Motion to postpone:

"I move to postpone the Class A Non-Conforming Designation application submitted by Your Signs & Graphics Inc. on behalf of Ypsi Oil Company Inc. for one legal non-conforming pole sign at 2120 Rawsonville Road, Ypsilanti, MI 48198, Parcel K-11-24-100-005, to consider comments and feedback presented at this evening's Planning Commission Meeting."

Motion to approve:

"I move to approve the Class A Non-Conforming Designation application submitted by Your Signs & Graphics Inc. on behalf of Ypsi Oil Company Inc. for one legal non-conforming pole sign at 2120 Rawsonville Road, Ypsilanti, MI 48198, Parcel K-11-24-100-005, with the following conditions:

1. *The property owner shall comply with all current Township Sign Ordinance standards regarding maintenance and repair of the sign structure.*
2. *The property owner shall comply with ordinance lighting standards regarding sign lighting.*
3. *[ADD ANY OTHER CONDITIONS BASED ON PLANNING COMMISSION DISCUSSION]."*

Motion to deny:

"I move to approve the Class A Non-Conforming Designation application submitted by Your Signs & Graphics Inc. on behalf of Ypsi Oil Company Inc. for one legal non-conforming pole sign at 2120 Rawsonville Road, Ypsilanti, MI 48198, Parcel K-11-24-100-005, due to the following reasons:"

*1.*_____

*2.*_____

*3.*_____

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge

YPSILANTI TOWNSHIP
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

Respectfully Submitted,

Lauren Doppke
Staff Planner

Sally Elmiger
Ypsilanti Township Planning Consultant

RECEIVED
BY
APR 17 2025
YPSILANTI TOWNSHIP
OCS

Charter Township of Ypsilanti
Office of Community Standards
7200 S. Huron Drive, Ypsilanti, MI 48197
Phone: (734) 544-4000 ext. #1
Website: https://ypsitownship.org

CLASS A NON-CONFORMING DESIGNATION APPLICATION

I. PROJECT LOCATION

Address: 2120 RAWSONVILLE RD Parcel ID #: K-11- 24100005 Zoning General Business
Lot Number: N.A Subdivision: N.A.

II. APPLICANT INFORMATION

Applicant: YOUR SIGNS & GRAPHICS INC Phone:
Address: 15222 TIREMAN City: DETROIT State: MI Zip: 48228
Fax: Email: LAKPORTGAS@GMAIL.COM
Property Owner: JIM SAFIEDINE Phone: 313 550 8217
Address: 30401 UTICA RD City: ROSEVILLE State: MI Zip: 48066
Fax: Email: MIKE@SAFIEDINEOIL.COM

III. FEES

Total: $2,000

Breakdown of fee:	**Non-refundable:**	**$ 1,000**
	Refundable:	**$ 1,000**

IV. APPLICANT SIGNATURE

The following are attached to this application:

- ☑ Name(s) and address(es) of all record owner(s) and proof of ownership.
  - ☑ If applicant is not the fee-simple owner, the owner's signed authorization for application must be attached to this application.
- ☐ Scaled and accurate survey drawing, correlated with a legal description and showing all existing buildings, drives and other improvements.
  - ☐ A site plan required, if requested by the planning commission, which shall meet all the requirements of Section 910 of the zoning ordinance: ☐ttached ☐lot Applicable
- ☐ Section of Zoning Ordinance involved in this request: _____
- ☐ Described proposed use:

Jim Safiedine	JIM SAFIEDINE	04/08/2025
Applicant Signature	Print Name	Date

Please note: Application cannot be appealed to the Zoning Board of Appeals. If denied by the Planning Commission, re-application can be made to the Planning Commission after 365 days, after the date of this application, except on the grounds of new evidence or proof of changed conditions found by the Planning Commission to be valid.

BRANDBOOK CHECKLIST

DESIGNER CHECK (initials)	PjM CHECK (initials)	
		1. INFORMATION ACCURACY
RSF	AH	a) Client Name
RSF	AH	b) Site Address / Location
RSF	AH	c) Project and Sales Order Number
RSF	AH	d) Date and Rendering Revisions w/ Revision Note(s)
RSF	AH	e) Required Item Notes or N/A
		2. BRANDING ELEMENTS
RSF	AH	a) Brand Standard document number and revision or N/A
RSF	AH	b) Branding Elements and / or services meet current revision of Brand Standard identified
RSF	AH	c) Branding Elements and descriptions contained in Rendering match Branding Elements and descriptions in Proposal / Quote
DATE CHECKED	DATE CHECKED	
1/14/25	01/15/25	

BRANDBOOK

CLIENT: BP
LOCATION: 2120 Rawsonville Rd, Belleville, MI 48111
SVB #: 2429200
DATE: 01/02/25
VARIANCE: N/A

TABLE OF CONTENTS

PAGE 1 - Cover Checklist
PAGE 2 - Cover
PAGE 3 - Program Color Specifications
PAGE 4 - MID - Existing / Proposed
PAGE 5 - S1 - Details
PAGE 6 - S2 - Details
PAGE 7 - S3 - Details
PAGE 8 - Illumination - Details
PAGE 9 - Lightbar - Details
PAGE 10 - Code of Conduct / Safety Criteria

CONTACTS

PgM: Christie Woods
Email: cwoods@blairimage.com
Phone: (814) 949-8287

PjM: Kimberly Kurtz Peters
Email: kpeters@blairimage.com
Phone: (814) 283-2037

DOCUMENT INFO

BLAIR PROJECT #: 123783
SALES ORDER #: 28403
DOC #: AD-BPL-123783-250102-3

REVISIONS

REV	DATE	DESCRIPTION
1	01-09-25	REVISED PER COMMENTS
2	01-10-25	CORRECTION
3	01-14-25	REVISED PER NEW SOW

blair
IMAGE ELEMENTS™

CUSTOMER APPROVAL

☐ Approved ☐ Approved as Noted ☐ Not Approved Resubmit with Changes

Print Name _____ Title _____

Signature _____ Date _____

BRAND STANDARD REVISION DATE:	
	☐ *All provided image elements and / or services meet the current brand revision.*
	☑ *The following image elements and / or services do not meet the current brand standards due to municipal code and / or specific site conditions.* **NO INVIGORATE BP APPROVED**

BRANDBOOK

CLIENT: BP
LOCATION: 2120 Rawsonville Rd, Belleville, MI 48111
SVB #: 2429200
DATE: 01/02/25
VARIANCE: N/A

TABLE OF CONTENTS

PAGE 1 - Cover Checklist
PAGE 2 - Cover
PAGE 3 - Program Color Specifications
PAGE 4 - MID - Existing / Proposed
PAGE 5 - S1 - Details
PAGE 6 - S2 - Details
PAGE 7 - S3 - Details
PAGE 8 - Illumination - Details
PAGE 9 - Lightbar - Details
PAGE 10 - Code of Conduct / Safety Criteria

CONTACTS

PgM: Christie Woods
Email: cwoods@blairimage.com
Phone: (814) 949-8287

PjM: Kimberly Kurtz Peters
Email: kpeters@blairimage.com
Phone: (814) 283-2037

DOCUMENT INFO

BLAIR PROJECT #: 123783
SALES ORDER #: 28403
DOC #: AD-BPL-123783-250102-3

REVISIONS

REV	DATE	DESCRIPTION
1	01-09-25	REVISED PER COMMENTS
2	01-10-25	CORRECTION
3	01-14-25	REVISED PER NEW SOW

blair IMAGE ELEMENTS

COLOR SPECIFICATIONS

	VINYL MATCH	PAINT MATCH
	PMS 348 C BP RETAIL GREEN (PRICER)	PMS 348 GREEN SATIN FINISH
	PMS 355 C BP RETAIL GREEN (HELIOS)	NA
	PMS 368 C BP LIGHT GREEN (HELIOS)	NA
	PMS 109 C BP YELLOW (HELIOS)	NA
	BP WHITE	WHITE SATIN FINISH
	PMS 661 C INVIGORATE BLUE	NA
	PMS PROCESS BLUE INVIGORATE LIGHT BLUE	NA
C M Y B	DIGITALLY PRINTED CUSTOM GRAPHICS	NA
bp	SILK SCREENED GRAPHIC	NA

These drawings are not for construction purposes. The information contained herein is intended to express design intent only. This original design is the sole property of Blair Image Elements. It cannot be reproduced, copied or exhibited, in whole or in part, without first obtaining written consent from Blair Image Elements.

SCOPE OF WORK

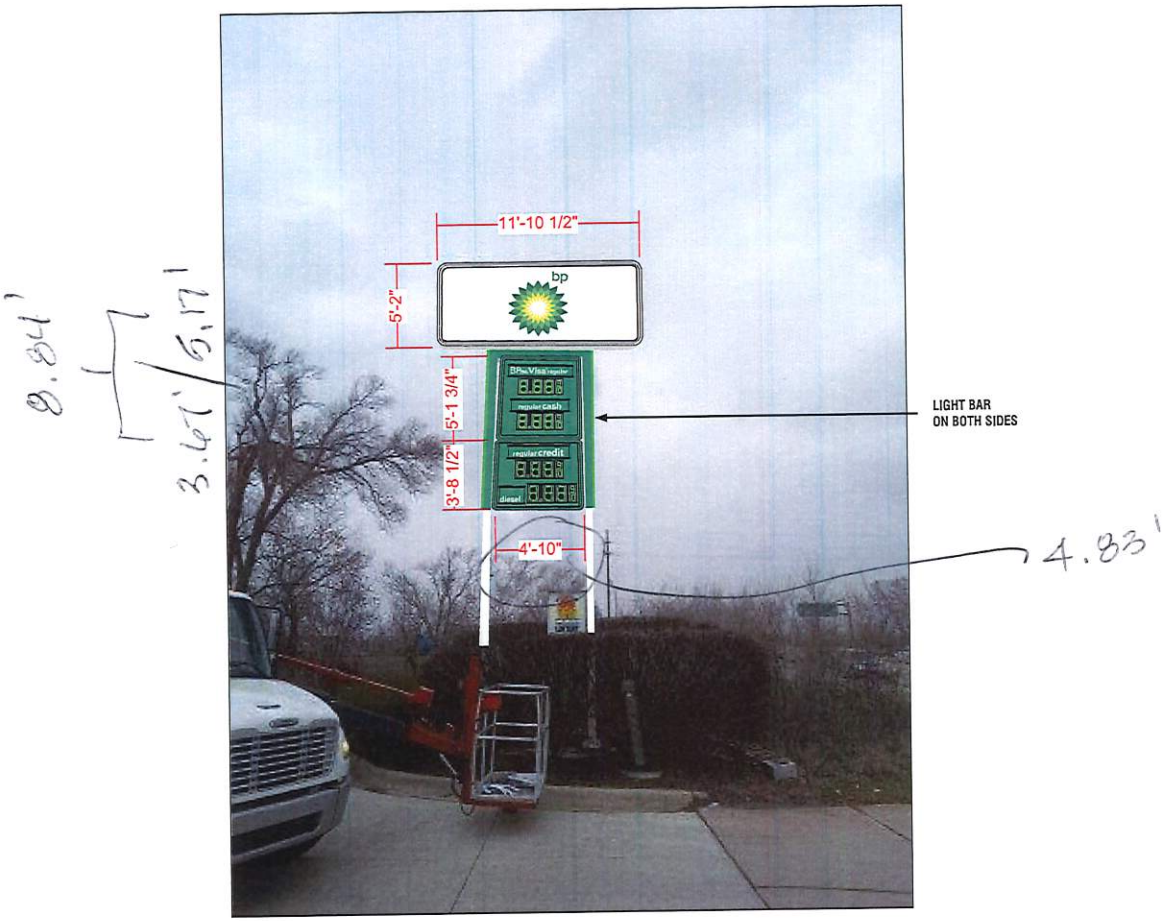
1. Reface Mobil to Helios
2. Reface Pricer: BPme Visa Regular, Regular Cash, Regular Credit, Diesel, 3.0 Digits.
3. MI CODE REQUIRES PRODUCT CONDITION TO BE 1/2 THE HEIGHT OF THE DIGIT.
4. Existing Sign SF: 124.57 SF.
5. Proposed Sign SF: 104.14 SF.
6. INSTALLER TO REARRANGE CABINETS IN FIELD.

* Paint to match Brand Standards

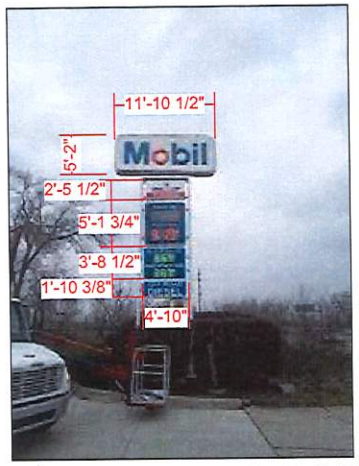
NOTE: SUBJECT TO CHANGE DURING ENGINEER REVIEW

ACTION ITEMS REQUIRED PRIOR TO PRODUCTION

1.



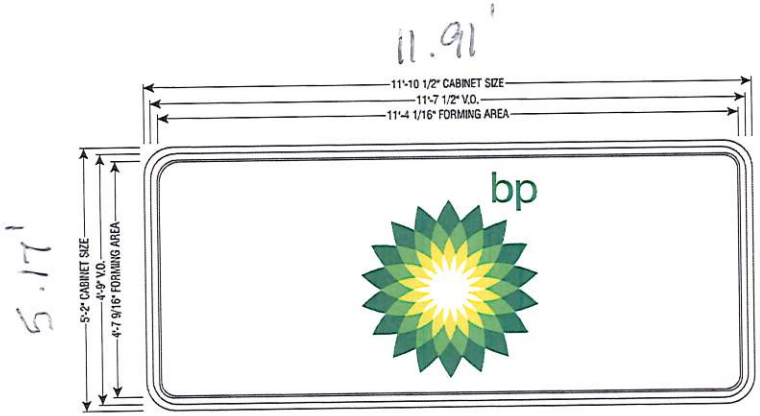
PROPOSED SIGNAGE



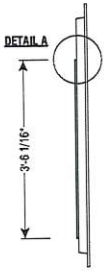
EXISTING SIGNAGE

These drawings are not for construction purposes. The information contained herein is intended to express design intent only. This original design is the sole property of Blair Image Elements. It cannot be reproduced, copied or exhibited, in whole or in part, without first obtaining written consent from Blair Image Elements.

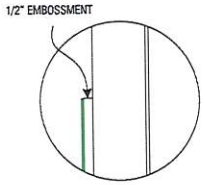
Electrical Requirement:
120VAC / 20A Dedicated Circuit(s)



FRONT VIEW
SCALE: 1/2"=1'



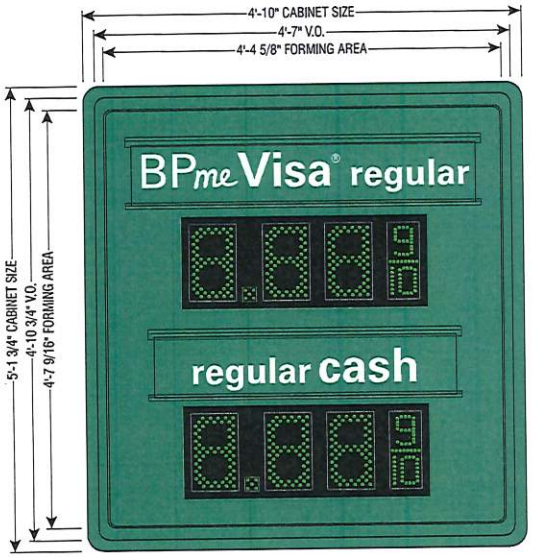
SIDE VIEW



DETAIL A

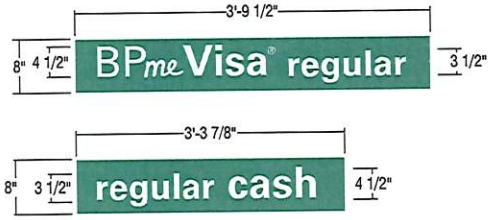
These drawings are not for construction purposes. The information contained herein is intended to express design intent only. This original design is the sole property of Blair Image Elements. It cannot be reproduced, copied or exhibited, in whole or in part, without first obtaining written consent from Blair Image Elements.

Electrical Requirement:
120VAC / 20A Dedicated Circuit(s)

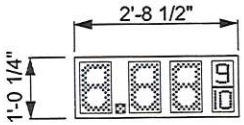


FRONT VIEW
SCALE: 3/4"=1'

SIDE VIEW



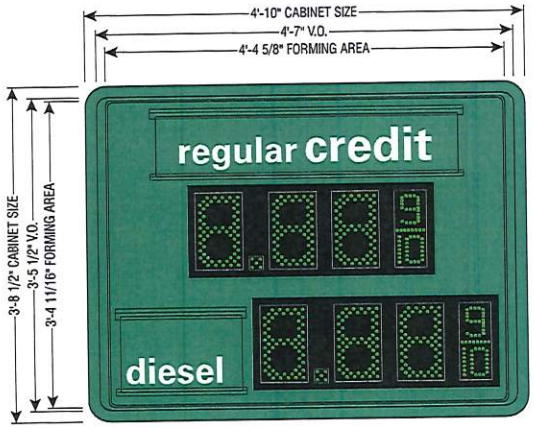
CUSTOM WORDPLATES



9" 3.0 LED DIGITS

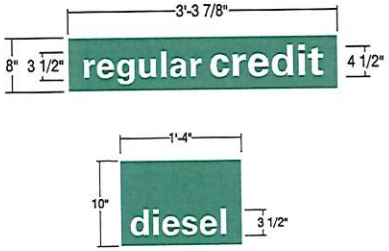
These drawings are not for construction purposes. The information contained herein is intended to express design intent only. This original design is the sole property of Blair Image Elements. It cannot be reproduced, copied or exhibited, in whole or in part, without first obtaining written consent from Blair Image Elements.

Electrical Requirement:
120VAC / 20A Dedicated Circuit(s)

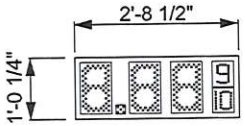


FRONT VIEW
SCALE: 3/4"=1'

SIDE VIEW



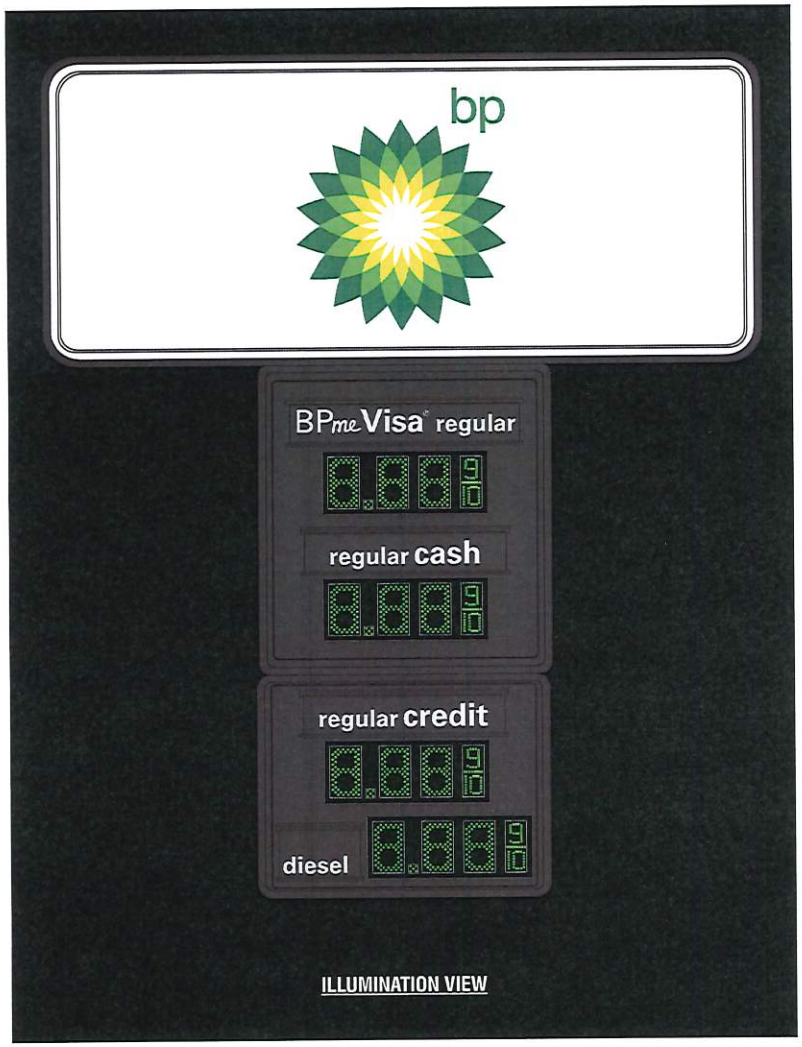
CUSTOM WORDPLATES



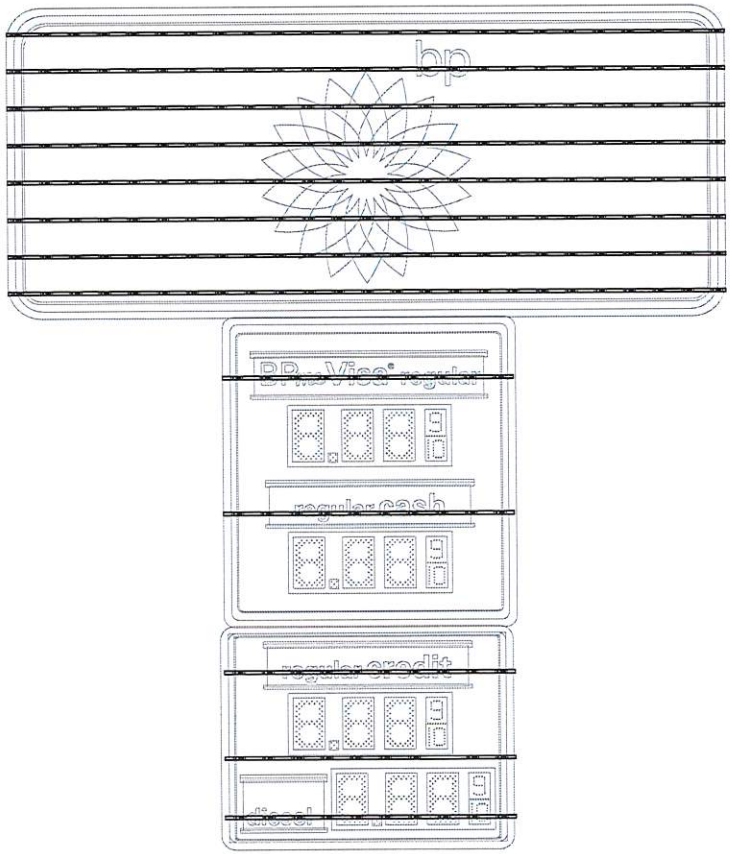
9" 3.0 LED DIGITS

These drawings are not for construction purposes. The information contained herein is intended to express design intent only. This original design is the sole property of Blair Image Elements. It cannot be reproduced, copied or exhibited, in whole or in part, without first obtaining written consent from Blair Image Elements.

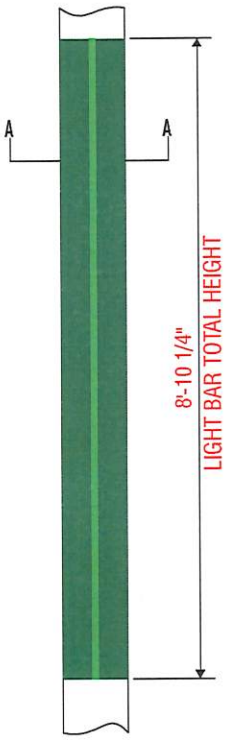
BP 2120 Rawsonville Rd, Belleville, MI 48111	SVB # 2429200	Issue Date: 01/02/25 Drawn By: AGL REV / DATE / DESCRIPTION 1 / 01-09-25 / REVISED PER COMMENTS 2 / 01-10-25 / CORRECTIONS 3 / 01-14-25 / REVISED PER NEW SOW	S3 - DETAILS Page 7	Rev: 3 Date: 01/14/25 Doc #: AD-BPL-123783-250102-3 Blair Project #: 123783 Blair Sales Order #: 28403	Blair Image Elements 5107 Kissell Avenue Altoona, PA 16601 P: (814) 949.8287 blairimage.com



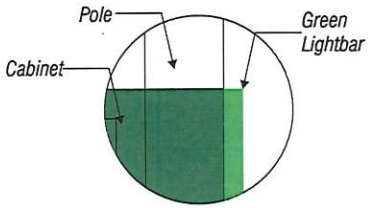
ILLUMINATION VIEW



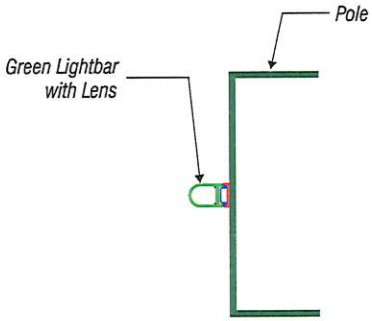
These drawings are not for construction purposes. The information contained herein is intended to express design intent only. This original design is the sole property of Blair Image Elements. It cannot be reproduced, copied or exhibited, in whole or in part, without first obtaining written consent from Blair Image Elements.



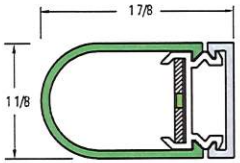
SIDE VIEW



DETAIL A



SECTION A-A



LED LIGHT BAR

These drawings are not for construction purposes. The information contained herein is intended to express design intent only. This original design is the sole property of Blair Image Elements. It cannot be reproduced, copied or exhibited, in whole or in part, without first obtaining written consent from Blair Image Elements.

Jobsite Code of Conduct and Basic Expectations

As an Independent Contractor, the Subcontractor acknowledges that, while operating separately from Blair and the Owner, they represent the Owner to the public. The Subcontractor, along with any approved subcontractors, agrees to uphold the following Code of Conduct while performing work for Blair. These expectations ensure professionalism for all parties involved, including the Subcontractor, Blair, and the Owner.

1. Professional Behavior

- Refrain from using profanity.
- Avoid wearing offensive or inappropriate clothing.
- Smoking is only permitted in designated areas, away from the worksite.
- Loud music is prohibited.
- Horseplay or unsafe conduct is strictly prohibited.
- Always maintain a professional workplace environment. Treat customers, patrons, and the public with respect and courtesy.

2. Site Protocol

- Notify the site manager upon arrival and departure from the site.
- Review the work and safety plan with the site manager before beginning work.
- Clearly mark the work area using cones, caution tape, or an appropriate barricading system, in accordance with required safety protocols.
- Always use the proper Personal Protective Equipment (PPE).
- Maintain a clean, organized, and safe work environment.
- Properly dispose of trash and recycle when possible.
- Pets and animals are not allowed on the worksite.
- Individuals not employed by the installation company are prohibited from work site.

3. Worksite Appearance

- Ensure the site is properly branded at the end of each workday. Temporary banners must be installed at designated locations to ensure visibility and compliance.

By following these expectations, the Subcontractor helps maintain a safe, respectful, and professional work environment for Blair and the Owner.

Installation Instructions

Upon delivery, the installation instructions will be included with the product, typically housed in a plastic sleeve attached directly to the crate. For more detailed installation instructions or a copy of the site-specific scope of work, please contact your Blair Project Manager.

All necessary installation hardware must be provided by the installer.

Communication and Work Progress Reporting

The Subcontractor, including any approved subcontractors, must provide regular updates to the Blair Project Manager regarding work progress at the site. At a minimum, the following communication is required:

- **Arrival Notification:** A confirmation text message/email within 15 minutes of arriving at the site.
- **Mid-Day Update:** A text message/email with the current work status.
- **Departure Notification:** A text message/email within 15 minutes of leaving the site, including a summary of completed work and relevant photographs of both completed and in-progress work.
- **Completion Photographs:**
  - Lit branding elements must show nighttime conditions or illuminated LEDs/bulbs.
  - [other photos determined by PM]
  - [other photos determined by PM]

If there are any questions, concerns, or requests for additional instructions, the Subcontractor should contact the Blair Project Manager while on-site. Any change orders or deviations must be submitted in writing to the Project Manager before proceeding with the work.

Upon completion of work, the Subcontractor must obtain written acceptance of the completed work from the site manager and provide a copy of this documentation to Blair.

Service Contact Information

Phone: (814) 283-2177
Service Hours: Monday – Friday | 8:00 AM – 4:30 PM EST
Website: www.blairimage.com/contact-blair/
Email: service@blairimage.com
Emergency/After 4:30pm: (800) 563-9598

Safety Criteria

All subcontractors working for Blair are required to complete the Blair Safety Certification Program and comply with OSHA regulations, along with all applicable local, state, and federal laws. Subcontractors must provide documentation of:

- COI (Proof of minimum Liability)
- Worker's Comp
- W-9
- MSA
- Blair Install Safety Certification
- JSA for every component of the project

Subcontractors working on petroleum sites must also hold a valid API Certification and adhere to API guidelines.

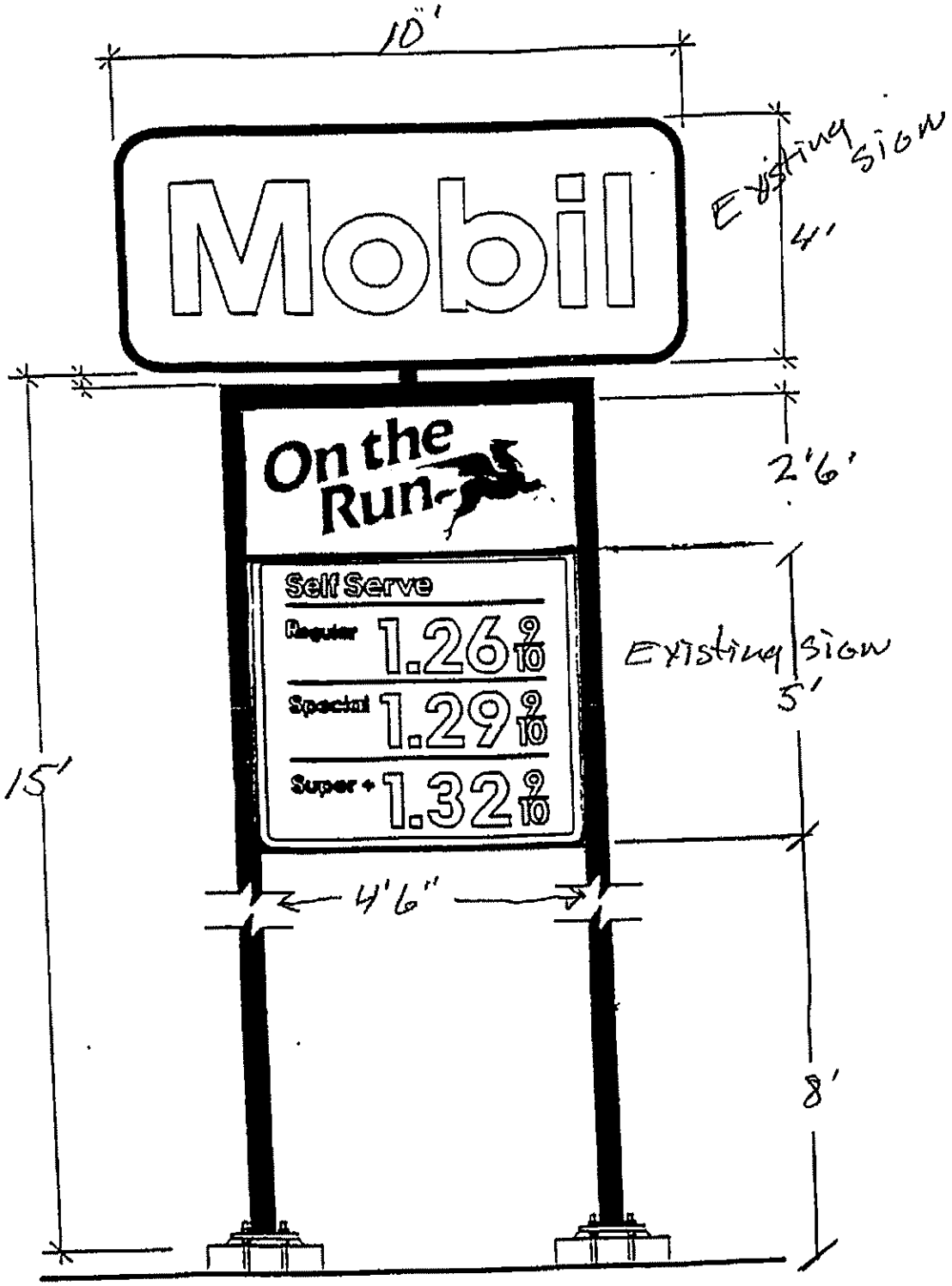
Safety Protocols

- ***Blair should be NOTIFIED IMMEDIATELY for any and all incidents.***
- **Job Safety Analysis:** Conduct a thorough safety analysis before beginning work.
- **First Aid and Emergency Response:** Be aware of the location of first aid supplies and medical treatment facilities, including CPR protocols.
- **Personal Protective Equipment (PPE):** Use appropriate PPE for each task.
- **Tools and Equipment:** Ensure tools are in safe working order and are used for their intended purpose within safe operating limits.
- **Vehicle Operation:** Vehicle operators must comply with all DOT and API regulations.
- **Fall Protection:** Use appropriate fall arrest equipment when required.
- **Working at Heights:** Understand and follow safety requirements for working at heights.
- **Worksite Barricading:** Properly barricade the work area to protect against potential hazards.
- **Lifting Operations:** Only trained and competent personnel should perform lifting tasks using approved equipment.

Adhering to these safety criteria ensures a safe and compliant work environment for all personnel.

These drawings are not for construction purposes. The information contained herein is intended to express design intent only. This original design is the sole property of Blair Image Elements. It cannot be reproduced, copied or exhibited, in whole or in part, without first obtaining written consent from Blair Image Elements.

* Sign Permit 1995 *



196 ht.
110 sq

IDENTIFICATION SIGN

NOT TO SCALE

MODEL "A" PRICE SIGN

NOT TO SCALE

STEWAI

OFFICIAL SEAL
01/07/05
L-4450 P-23

Washtenaw Co., MI
Clerk Register

Page: 1 of 29
01/07/05 02:09 P
L-4450 P-23

STATE OF MICHIGAN
REAL ESTATE TRANSFER TAX
WASHTENAW CO
1/07/2005
323
$1,097.80 -C
$7,485.00 -S
85008

ACS-5616177-D-2005
Washtenaw County

7485.00
1097.80
98
29
TC

After recording RETURN TO:
STEWART TITLE GUARANTY-NTS
Shirley Arnold
1980 Post Oak Blvd., Suite 610
Houston, TX 77056 04330208 042-3750
042 37510

-SPACE ABOVE THIS LINE FOR RECORDER'S USE -

SPECIAL WARRANTY DEED

STATE OF MICHIGAN §
§
COUNTY OF WASHTENAW § KNOW ALL MEN BY THESE PRESENTS:

THAT EXXONMOBIL OIL CORPORATION, A New York corporation formerly known as Mobil Oil Corporation having an office at 3225 Gallows Road, Fairfax, Virginia 22037-0001, ("Grantor") for and in consideration of the sum of Nine Hundred Ninety-Eight Thousand Dollars and No Cents ($ 998,000.00 U.S.) cash to it in hand paid by YPSI OIL COMPANY, INC., a Michigan corporation having an address of 30401 Utica Road, Roseville, Michigan 48066 ("Grantee") the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee, subject to the further provisions of this Deed, all that certain tract or parcel of land (the "Property") in the ~~City of Belleville,~~ County of Washtenaw, State of Michigan, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.
* Twp of Ypsilanti DK

1. Capitalized terms as used in this Deed, unless specifically defined at their point of introduction in the Deed, shall have the meaning ascribed to them below in Section 10.

2. This conveyance is made by Grantor and accepted by Grantee subject to Grantor's right to re-enter the Property as described herein and all existing leases, easements, encumbrances, rights-of-way, covenants, restrictions, reservations and exceptions of record, including all building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property and all matters apparent from an inspection of the Property, or which a current, accurate survey of the Property would disclose (including but not limited to encroachments, overlaps or boundary line disputes), collectively the "Permitted Encumbrances".

3. Deed Restrictions and Covenants Against Certain Land Uses.

This conveyance is made by Grantor and accepted by Grantee subject to the following restrictions, and the covenant and agreement by Grantee (on his/its behalf and

13

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 27617CC

on behalf of the Grantee-Related Parties (and successors and assigns of each) that neither the Property herein conveyed nor any part thereof, separately or in conjunction with other property, shall at any time from the Effective Date of this Deed (as defined below) be used for residential, hospital or primarily medical clinic uses, child care, playground, non-vocational school or agricultural uses nor shall the Property nor any portion thereof be used for the construction or installation of basements or any water wells for drinking or irrigation purposes; that these restrictions and this covenant shall survive delivery of this Deed; that these restrictions and this covenant and agreement shall run with the land and Property herein conveyed and that a similar restrictions and covenant shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof

This conveyance is made by the Grantor and accepted by the Grantee subject to the following restrictions, and the covenant and agreement by Grantee (on his/its behalf and on behalf of the Grantee-Related Parties (and successors and assigns of each) that if at any time after the Effective Date the Michigan Department of Environmental Quality requests that the Grantor or Grantee enter into and record one or more additional restrictive covenants against the Property based on environmental risk assessment of the Property, which request and the institutional controls included within such a covenant are concurred with by Grantor's environmental engineer for the Detroit, Michigan area, then Grantor will promptly execute and cause to record such a covenant with the register of deeds for the Property. In the event that Grantee, despite request fails to take such action then upon thirty (30) days advance written notice, Grantor may execute as Grantee's attorney in fact such restrictive covenant(s) and cause it/them to be recorded with the register of deeds where this Deed is recorded and to that end Grantee hereby designates and appoints Grantor as its true and lawful attorney for the limited purpose of executing and delivering for recordation such a restrictive covenant or covenants.

All of the restrictions and the covenants and agreements of Grantee set forth in this Section 3 shall be covenants running with the land and binding upon the Property.

4. Repurchase/Purchase Option and Right of First Refusal.

Grantor, as Grantor, and the Grantee, as Grantee, entered into a contract captioned Terms and Conditions of Sale dated March 31, 2004, which contains a ten (10) year right of repurchase/purchase of the Property and right of first refusal as to the Property that runs in favor of Grantor (as more fully described in Exhibit "B" attached hereto and incorporated by this reference herein and made a part hereof). In interpreting the provisions set forth in Exhibit "B", the Grantor is the "Seller" or "Optionee", the Grantee is the "Purchaser" or "Optionor" and the Property is the "Premises".

5. Environmental Issues.

A. **GRANTEE ACKNOWLEDGES THAT THE PROPERTY HAS BEEN USED AS AN AUTOMOBILE SERVICE STATION FOR THE STORAGE, SALE, TRANSFER, AND DISTRIBUTION OF MOTOR VEHICLE FUEL, PETROLEUM PRODUCTS OR DERIVATIVES CONTAINING HYDROCARBONS, AND THAT SUCH FUEL, PRODUCTS OR DERIVATIVES OR OTHER RELATED HAZARDOUS MATERIALS MAY HAVE BEEN SPILLED, LEAKED, OR OTHERWISE DISCHARGED ONTO OR INTO THE PROPERTY CAUSING CONTAMINATION TO THE SOIL OR GROUNDWATER ON OR UNDER THE PROPERTY. GRANTEE ASSUMES ALL**

RISK OF THE ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE TANKS AND LINES, THE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS ON, IN, UNDER OR ABOUT THE PROPERTY OR THE MIGRATION OF ANY HAZARDOUS MATERIALS ONTO OR FROM THE PROPERTY EXCEPT FOR GRANTOR'S REMEDIATION OBLIGATIONS FOR COVERED CONTAMINATION, IF ANY, AS SPECIFICALLY PROVIDED IN THIS DEED SECTION 5.

B. Grantor has caused or will cause to be conducted prior to the Effective Date an environmental site assessment ("Assessment") to determine the amount and location, if any, of Hazardous Materials in the soil, water, or groundwater on and/or under the Property. A copy of the report setting forth the results of the Assessment has been or will be provided to Grantee prior to the Effective Date.

C. The written report(s) setting forth the results of the Assessment will be used by Grantor to prepare and file reports, where applicable, with the appropriate federal, state or local governmental authority having and exercising jurisdiction over the matter or its designee (the "Governmental Authority"). Grantor shall remediate such Hazardous Materials if (i) such Hazardous Materials result from the activities of Grantor before the Effective Date; and (ii) if the amount of such Hazardous Materials is required to be remediated by a Governmental Authority pursuant to Legal Requirements (defined below in Deed Section 5.D.) in effect as of the Effective Date (collectively, "Covered Contamination"). As used herein, the term "Baseline Condition" shall mean the level of such Hazardous Materials established in the written report(s) setting forth the results of the Assessment as such levels are reduced by Grantor's remediation activities, if any, performed pursuant to this Deed Section 5. If, following the Effective Date, any Governmental Authority requires further testing or remediation of Covered Contamination, the Baseline Condition shall be modified as reasonably indicated by the results of such tests. Upon request, Grantor shall use reasonable efforts to provide copies of all additional test results to Grantee; provided, however, that Grantor's failure to provide such copies of additional test results to Grantee shall not be deemed to be or be a breach of or default under this Contract.

D. Grantor shall have the right to undertake such remediation of Covered Contamination as Grantor reasonably deems necessary or appropriate to comply with applicable laws, regulations, or government orders (collectively "Legal Requirements") in order to comply with the requirements of any applicable Governmental Authority. Grantor shall have no obligation (i) beyond that which is required by applicable Legal Requirements pertaining to the Covered Contamination; or (ii) to remeditate or investigate contamination of the Property from Hazardous Materials occurring after the Effective Date. Grantee is solely responsible for all costs and expenses attributable to use, operation and/or occupancy of the Property from and after the Effective Date.

E. GRANTEE UNDERSTANDS THAT GRANTOR'S REMEDIATION ACTIONS MAY INTERFERE WITH THE USE, OPERATION AND/OR OCCUPANCY OF THE PROPERTY. GRANTOR SHALL, TO THE EXTENT PRACTICABLE CONSISTENT WITH SOUND REMEDIATION PRACTICES, UNDERTAKE SUCH ACTIONS IN A MANNER THAT WILL NOT UNREASONABLY DISRUPT THE OPERATIONS OF GRANTEE OR GRANTEE'S TENANTS OR USERS ON THE PROPERTY. GRANTOR AND GRANTEE AGREE TO COOPERATE ON THE PLACEMENT OF AND THE LOCATION OF GRANTOR'S REMEDIATION AND

TESTING EQUIPMENT, PROVIDED HOWEVER, THAT THE FINAL DETERMINATION SHALL BE GRANTOR'S TO MAKE.

F. GRANTOR WILL NOT BE LIABLE TO GRANTEE OR ANY GRANTEE-RELATED PARTIES FOR, AND GRANTEE HEREBY WAIVES ON ITS OWN BEHALF AND ON BEHALF OF THE GRANTEE-RELATED PARTIES, ALL CLAIMS OR LOSSES ARISING FROM SUCH ACCESS OR REMEDIATION EXCEPT THAT GRANTOR SHALL BE LIABLE TO GRANTEE FOR ACTUAL DAMAGES (BUT NOT CONSEQUENTIAL OR INCIDENTAL OR SPECULATIVE DAMAGES) ARISING DIRECTLY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR ON THE PROPERTY. GRANTOR WILL NOT PREVENT GRANTEE OR THE GRANTEE-RELATED PARTIES, AS APPLICABLE, FROM USING THE PROPERTY UNLESS SUCH PREVENTION RESULTS FROM COMPLYING WITH A REQUIREMENT OF A GOVERNMENTAL AUTHORITY. GRANTOR OR ITS CONTRACTORS WILL USE REASONABLE EFFORTS TO INFORM GRANTEE AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE OF ALL ACTIONS TO BE TAKEN ON THE PROPERTY, WHICH NOTICE MAY BE IN THE FORM OF A PERIODIC SCHEDULE OF ACTIVITIES. NO NOTICE WILL BE REQUIRED IN THE EVENT OF AN EMERGENCY. GRANTEE SHALL NOT RELOCATE, DISTURB, OR INTERFERE WITH GRANTOR'S REMEDIATION EQUIPMENT WITHOUT OBTAINING GRANTOR'S PRIOR WRITTEN CONSENT. GRANTEE SHALL BE RESPONSIBLE FOR ANY COST OR EXPENSE TO ABANDON, RELOCATE, REPAIR OR REPLACE INVESTIGATION AND/OR REMEDIATION EQUIPMENT RESULTING FROM THE ACTS OR OMISSIONS OF GRANTEE OR THE GRANTEE-RELATED PARTIES, AS APPLICABLE, AND SHALL PAY THE COSTS THEREOF TO GRANTOR WITHIN THIRTY (30) DAYS AFTER WRITTEN DEMAND THEREFOR.

(1) After the completion of any investigation or remediation of Covered Contamination undertaken by Grantor, Grantor shall restore the surface of the Property to a compacted condition (manual surface tamping only) at similar elevation to that previously existing with gravel top covering only (i.e. no concrete or paving), provided that Grantee or the Grantee-Related Parties have not taken actions on the Property so as to make such restoration impractical. Depending on the location of Tanks and Lines and/or environmental remediation requirements, removal of all or portions of the canopy (if the Property contains a canopy) or other improvements may be required in Grantor's sole discretion, reasonably exercised, in which event the Grantee will accept the Property in its resultant condition with no compensation payable to the Grantee for any such removal.

(2) If Grantor undertakes any remediation of Covered Contamination, Grantor will continue such remediation until the earlier of:

(i) Receipt by Grantor of written notice from the appropriate Governmental Authority that either no further remediation and monitoring of Covered Contamination is required (excluding monitoring and any long-term institutional or engineering controls such as a fence or site security requires(s)), or the approved remediation plan of the Covered Contamination has been completed; or

(ii) Provided Grantor has submitted a written request for closure to the appropriate Governmental Authority, in the absence of receipt of the written notice of closure within a reasonable period of time, Grantor determines that the

soil and/or groundwater has been remediated to the levels required by the applicable Governmental Authority (excluding engineering controls and/or a fence or site security).

(3) Grantee shall be solely responsible for investigation and/or remediation of (and any costs or expenses related to) contamination from Hazardous Materials deposited, released or discharged on or into the Property from and after the Effective Date or migrating onto or into the Property from and after the Effective Date, and Grantee for itself and the Grantee-Related Parties, hereby waives any right to claim, and releases Grantor from, all Claims and Losses arising there from. Grantee shall from and after the Effective Date promptly provide Grantor with notice of any spill, deposit, release or discharge on or about the Property of any Hazardous Materials required to be reported by applicable Environmental Laws. Grantee shall provide Grantor, at no cost, a copy of any discharge report, notice of discharge or violation or similar notification issued to Grantee or required of Grantee to be completed or filed with or by applicable Governmental Authority in respect of such spill or discharge. Grantee shall pay Grantor its pro-rata share of Grantor's increased cost of remediation attributable to such release, spill, deposit or discharge as determined herein.

(4) Grantee, for itself and the Grantee-Related Parties, hereby assigns to Grantor any and all right, claim or interest that Grantee or the Grantee-Related Parties or the Property may have to payment or reimbursement by any third party or any Governmental Authority in connection with remediation of Covered Contamination. Grantee will cooperate with Grantor in executing all documents that are reasonably necessary to Grantor's remediation process or for reimbursement by any third party or Governmental Authority, if any. Grantee shall provide Grantor, at no cost, copies of any "as-built" surveys or construction plans prepared for or on behalf of Grantee or available to Grantee which show the location of any underground piping or other improvements installed or constructed by Grantee.

(5) Until the time that Grantor gives notice to Grantee that the remediation of Covered Contamination has been completed hereunder, Grantor will upon written request provide to the Grantee copies of all reports, correspondence, notices, and communications sent to or received from Governmental Authority regarding the environmental condition of the Property.

(6) After the Effective Date, if Grantee encounters and excavates or removes contaminated soil or groundwater on the Property while conducting construction, remodeling, demolish-and-rebuild work or similar activities on the Property ("Construction Work"), and notwithstanding Grantor's remediation responsibilities contained herein, Grantee shall be responsible for all costs and expenses related to such Construction Work including, without limitation the costs of removing, recycling or disposing of the contaminated soil and groundwater regardless of whether such contaminated soil or groundwater is Covered Contamination. Grantee will be deemed to be the generator of all waste, including waste from Hazardous Materials caused by or originating from the Tanks and Lines, if any, used in Grantee's operations on the Property. Grantee will report any such contaminated soil and groundwater excavated, removed, recycled or disposed of by Grantee in connection with Construction Work, to Grantor and to the Governmental Authority if required to do so by applicable Environmental Laws and Legal Requirements. Grantee also will sign all manifests for transportation and disposal of any such contaminated soil or groundwater. Grantee will pay the cost of clean fill required for any excavation caused by Construction Work on the

Property. If, as a result of Grantee's Construction Work, or as result of Grantee's remediation activities, or as a result of contamination to the Property as a result of any Grantee spill or discharge and/or activity on the Property whether occurring before or after Closing (collectively, "Grantee's Environmental Remediation"), Grantor incurs increased remediation costs or expenses for the remediation of Covered Contamination, Grantee will reimburse Grantor for the amount of such increase, as determined by the formula set forth below, within thirty (30) days after written demand therefore.

i) Grantee's fractional cost = 1 - (A divided by B)

A = Estimated cost to complete remediation of Covered Contamination prior to Grantee's Environmental Remediation;

B = Estimated cost to complete remediation of Covered Contamination as a result of Grantee's Environmental Remediation including increased costs or expenses estimated to be incurred by Grantor.

Example:

Estimated cost to complete remediation of Covered Contamination prior to Grantee's Environmental Remediation $100,000 (calculated at the time of Grantee's Environmental Remediation).

Estimated cost to complete remediation of Covered Contamination as a result of Grantee's Environmental Remediation $150,000 (includes the $100,000 above plus $50,000 in estimated costs related to Grantee's Environmental Remediation).

Grantee's fractional cost equals: 1 - (A divided by B), or 1 - .667.

Grantee will pay one-third (.333) or $50,000, of the increased remediation costs incurred by Grantor as a result of Grantee's Environmental Remediation activity. Grantee shall provide Grantor reasonable advance notice of any such Construction Work on or about the Property.

(7) Grantee shall cooperate with Grantor and its agents, representatives, and contractors in any Tank or Line tests, repairs and/or removal. Grantee shall give Grantor access to the Property at no cost and shall provide all motor fuel needed in conjunction with Tank or Line tightness testing. Grantor shall endeavor not to interrupt Grantee's use of the Property during these tests; however, Grantee acknowledges that some business disruption may occur and that Grantor will not be liable for any damages, injury, or loss from such activities.

No express or implied warranties of any kind as to any Tanks or Lines will be given by Grantor, and any conveyance of Tanks and Lines by Grantor will be in an "As Is, Where Is" condition.

ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

G. Grantor's remediation responsibilities as set forth in this Deed shall inure only to the benefit of Grantee and the Lender (as defined below), and not to Grantee-Related Parties, subsequent grantees, assigns, or successors of either or to any other person or entity further conditioned, however, on Grantee satisfying the requirements of this Deed, including, but not limited, to providing Grantor prompt notice of any Claim.

H. Except for Grantor's responsibility to remediate Covered Contamination as provided herein, Grantee shall undertake after the Effective Date, at its expense, all reporting and notification required by all applicable Environmental Laws and all investigation and remediation of contamination from Hazardous Materials existing on, occurring on, under or originating from the Property in compliance with the requirements of all applicable Environmental Laws, regulations and governmental orders so as to comply with the requirements of any applicable Governmental Authority and Grantee's Environmental Remediation responsibilities (collectively, "Grantee's Legal Requirements"). Grantee shall provide Grantor, at no cost, with copies of all correspondence or other documentation that Grantee sends to or receives from governmental authorities or third parties in connection with such investigation or remediation activities of Grantee and/or relating to Grantee's Legal Requirements.

The Michigan Department of Environmental Quality 's ("MDEQ") has issued certain instructions (Form EQP3854) for filing of restrictive covenants associated with Leaking Underground Storage Tanks and risk based closure. Grantee agrees that, if subsequent to the Effective Date the MDEQ requests the owner of the Property enter into and record a restrictive covenant on the Property based on environmental risk assessment of the Property, which request and the institutional controls included within such a covenant are concurred with by Grantor's environmental engineer for the Detroit, Michigan area, then Grantee will promptly execute and cause to be recorded such a covenant with the register of deeds for the Property. In the event that Grantee, despite

request, fails to take such action then upon thirty (30) days advance written notice, Grantor may execute as Grantee's attorney in fact such restrictive covenant and cause it to be recorded with the appropriate register of deeds and to that end Grantee hereby designates and appoints Grantor as its true and lawful attorney for the limited purpose of executing and delivering for recordation such a restrictive covenant as herein provided. This designation and appointment shall be deemed to be coupled with an interest and therefore not revocable by Grantee. Grantee's foregoing agreement and its related appointment of Grantor as its special attorney in fact to effectuate same are material inducements relied upon by Grantor in agreeing to undertake Grantor's environmental remediation obligations set forth in this Deed.

I. Asbestos-Containing Materials.

(1) The Property contains, or may contain, buildings or fixtures constructed prior to 1981. Grantee acknowledges that it is aware of, and familiar with the Rules. Under the standards established by such Rules, certain material is presumed to be asbestos-containing unless tested by the methods prescribed by the Rules and found to be non-asbestos containing. The buildings or fixtures located upon the Property may contain at least some material which was installed prior to 1981 and which, under the Rules, is presumed to contain asbestos. Grantee acknowledges and affirms that it has had ample opportunity to inspect any buildings and fixtures located upon the Property and to conduct such tests or investigations as the Grantee deems necessary or desirable to ascertain whether asbestos is present on the Property.

(2) Among other things, the Rules also require that under certain circumstances, building owners must maintain written records of information communicated or received concerning the identification, location and quantity of asbestos and presumed asbestos containing materials and must transfer such records to successive owners of such buildings.

(3) Grantee shall be responsible for, and defend (with counsel acceptable to Grantor) and indemnify Grantor and the Grantor-Indemnified Parties from and against any Claims or Losses to include property damage and personal injury in any way arising out of the presence of asbestos or asbestos containing material located in or on the Property, after the Effective Date. Furthermore, Grantee, for itself, and the Grantee-Related Parties, as applicable, does hereby release, hold harmless and forever discharge Grantor, and the Grantor-Related Parties, from any and all Claims and Losses (including, without limitation, any causes of action under the Rules) for injury (including death), destruction, loss or damage of any kind or character to the person or property of Grantee and the Grantee-Related Parties, arising out of or in relation to any presence of asbestos or asbestos containing material located in, or on the Property.

J. Grantor's Indemnity.

For a period of five (5) years after recordation of the Deed, Grantor shall be responsible for, and shall indemnify Grantee, and the lender financing Grantee's acquisition of the Property (or, if such initiating lender assigns all or a portion of its interest in the mortgage, the holders of the mortgage securing the loan to finance Purchaser's acquisition of the Property) (collectively, the "Lender"), from and against any Claims to include property damage and personal injury, asserted by any third party (not including Grantee or Lender) or public authority or Governmental Authority to the extent

of Grantor's obligations set forth in Section 10, which occurs directly as a result of Covered Contamination. **The foregoing indemnity shall be void and of no further force and effect if Grantee or any Grantee-Related Party fails to comply with all provisions of this Deed the breach of which could interfere with or prevent Grantor's from performing its remediation activities or increase Grantor's cost of remediating Covered Contamination. The foregoing indemnity shall be void and of no further force and effect if Grantee or any Grantee-Related Party or Lender allows the Property to be used in violation of the deed restriction and covenants contained in Section 3 of this Deed and as otherwise contained in this Deed. The foregoing indemnity shall be void and of no further force and effect if Grantee or any Grantee-Related Party or Lender violates the strict prohibition against residential use of the Property contained in Section 3 of this Deed and as otherwise contained in this Deed. Moreover, the foregoing indemnity shall be void and of no further force and effect if Grantee or any Grantee-Related Party fails to install the Engineering Controls if required under Section 11 and as may be required by this Deed.**

It is expressly agreed that the foregoing indemnity (i) shall be subject to Grantor's being given notice of and a reasonable opportunity to respond to, negotiate, settle, or defend any matter covered by such indemnity; (ii) shall not be applicable to any Claims arising out of any contractual obligations to any third party which Grantee, or any Grantee-Related Party, or Lender may create and/or assume; (iii) shall not be applicable to any Losses or any other special or consequential damages, nor shall it be applicable to any attorney's fees or any fines or penalties levied upon Grantee, or any Grantee-Related Party, or Lender; and (iv) shall be applicable only to Covered Contamination. If such property damage, personal injury or loss results from the joint negligence or willful misconduct of Grantor and Grantee (or any Grantee-Related Party), Grantor's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct.

K. Grantee's Indemnity and Release.

(1) Grantee's Indemnity. On the Effective Date, Grantee shall be solely responsible for, and on behalf of itself and the Grantee-Related Parties shall assume the condition of the Tanks and Lines and shall indemnify, protect, defend (with counsel acceptable to Grantor) and hold each of the Grantor-Indemnified Parties harmless from and against, any and all Claims and Losses of any kind or of any nature whatsoever, known and unknown, foreseen and unforeseen, which may at any time be imposed upon, incurred by or asserted or awarded against the Grantor-Indemnified Parties arising from or by reason of or in relation to the environmental condition of the Property, including without limitation, the condition of the Tanks and Lines, the presence or existence of or contamination of Hazardous Materials on, in, under or about the Property or the migration of any Hazardous Materials onto or from the Property, except for Grantor's obligations to remediate Covered Contamination, if any, set forth in this Deed.

(2) Grantee's Release. From and after the Closing Date, Grantee, on behalf of itself and the Grantee-Related Parties, shall be solely responsible for the condition of the Tanks and Lines and the investigation and/or remediation of (and any costs or expenses related to) any Hazardous Materials existing on the Property or deposited, released or discharged on or into the Property or migrating onto or into the

Property, except for Grantor's obligations to remediate Covered Contamination, if any, set forth in this Deed. Grantee for itself and the Grantee-Related Parties releases and forever discharges Grantor and the Grantor-Related Parties of and from any and all, and all manner of, Claims and Losses of any kind or of any nature whatsoever, including without limitation any claims regarding the condition of the Tanks and Lines and any claim made under any Environmental Law including without limitation CERCLA and RCRA, and/or any registration requirements including compliance testing, including any Claims asserted by any third party or Governmental Authority, known and unknown, foreseen and unforeseen, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by Grantee or the Grantee-Related Parties, whether herein named or referred to or not arising out of, related to or connected with the environmental condition of the Property and the improvements and the equipment on the Property, including without limitation, any contamination from Hazardous Materials or the presence or the existence of Hazardous Materials on, in, under or about the Property, or the migration of any Hazardous Materials onto or from the Property. Grantee expressly declares and agrees: (i) the foregoing release covers and includes all Claims and Losses several or otherwise, past, present or future, which can or may ever be asserted by any person or entity, or otherwise as the result of the environmental condition of the Property and the improvements and the equipment on the Property, including any contamination from Hazardous Materials or the presence or existence of Hazardous Materials on, in, under or about the Property or the migration of any Hazardous Materials onto or from the Property, (ii) the foregoing release covers and includes any and all future Claims and Losses not now known to any of the parties hereto but which may later develop or be discovered, including the effects or consequences thereof and including all Claims and Losses therefore, and (iii) Grantee on behalf if itself and the Grantee-Related Parties indemnifies and holds harmless the Grantor and Grantor-Related Parties, against Claims and Losses from any and every claim or demand of every kind and character, including claims or demands for contribution, which may be asserted by Grantee, Grantee-Related Parties, third parties and/or Governmental Authorities by reason of any Claims or Losses or effects or consequences thereof. The forgoing release does not release Grantor from (i) its obligation to remediate Covered Contamination, if any, pursuant to this Deed and (ii) Grantor's indemnification obligations, if any, pursuant to this Deed.

L. Grantee's obligations under this Deed shall be incorporated into any transfer, assignment, lease, license, use or occupation agreement, or subsequent sales agreement for the Property and any tenant, licensee, user, occupier or subsequent Grantee, transferee or assignee shall be required to fulfill all obligations of Grantee set forth in this Deed; provided, however, that (i) the foregoing shall not in any way relieve Grantee of any of such obligations, and (ii) a Mortgagee (as later defined) shall not be bound by or obligated to comply with the provisions of Section 5.K. hereof so long as such Mortgagee does not actively engage in, or lease the Property to a tenant that actively engages in, the business of selling motor fuel on the Property. Grantee's obligations under this Section 5 of the Deed shall be covenants running with the land, subject to the foregoing.

6. Engineering Controls.

A. Engineering Controls. Grantee agrees that in developing the Property, Grantee shall, at its sole cost and expense, adopt and use all environmental engineering and related technical assistance available and standard to the industry to protect the

health and safety of persons and the environment. Grantee acknowledges that depending upon the nature of the Grantee's development of the Property, Grantee may need to consider the use of engineering controls to prevent the migration of vapors and/or liquids containing Hazardous Materials into any buildings, underground utilities or storm water retention/detention ponds, including without limitation, vapor ventilation systems, vapor barriers, sealed sumps and storm pond liners. At a minimum, Grantee agrees that, at its sole cost and expense, it will construct any buildings and develop the Property in accordance with the following requirements, which are collectively referred to as the "Engineering Controls":

(1) Slab on Grade. Grantee agrees that all buildings constructed on the Property shall be constructed slab on grade and shall have no living, working, storage or parking areas below grade. Notwithstanding the foregoing, below grade utilities and foundations are permitted, provided that Grantee protects them from vapor or liquid intrusion by installing an appropriate vapor ventilation system and vapor/liquid barrier.

(2) No Water Wells. Grantee agrees that it will never use the Property for the purpose of obtaining from beneath the surface of the Property any water for any reason whatsoever from any ground water table or similar water basin accessed from the Property.

(3) Cessation of Use of Existing Wells. Grantee agrees that any existing bore-water or groundwater wells located on the Property used for the purposes of obtaining water from beneath the surface of the Property, will be capped by Grantee, disabled, and sealed in accordance with all applicable Environmental Laws and industry standards and will not be re-opened and used at any time and must remain capped, disabled and sealed.

(4) Vapor Ventilation System. Grantee agrees that if, at any time, the Property is used for below grade activities other than simple storage, that Grantee will install at its cost into any below ground areas of the development an appropriate vapor ventilation system. Such vapor ventilation system shall be installed by a licensed contractor experienced in the installation of such systems. In addition, Grantee shall operate and maintain the vapor ventilation system to ensure that the system extracts appropriate levels of vapors so all applicable indoor air quality standards are met. In addition, Grantee shall annually test the air quality and the system to ensure the system is adequately extracting the appropriate levels of vapors to meet applicable indoor air quality standards. Grantee shall provide Grantor a copy of such annual test.

(5) Impervious Liner. Grantee agrees that if, at any time, the use or development of the Property involves any residential type use or commercial purposes that prior to commencing any such construction, Grantee, at its sole cost, shall install an impervious liner to act as an effective vapor barrier. Such liner shall be installed by a licensed contractor experienced in the installation of such liners. In addition, Grantee shall maintain the liner so that it remains as an effective barrier.

B. Material Inducement and Remedies. Grantee's acceptance of the Engineering Controls was a material inducement to Grantor's sale of the Property to Grantee. Grantee's agreement to install any of the Engineering Controls shall be specifically enforceable against Grantee and the applicable Grantee-Related Parties and

any subsequent owner, user or occupier of the Property from time to time, and shall be in addition to, and not in lieu of, any other rights and remedies that may be available to Grantor at law or in equity for the failure to install the Engineering Controls.

C. Successors and Assigns. All of the covenants and agreements of Grantee set forth in this Section 6 shall be covenants running with the land and binding upon the Property, Grantee, the applicable Grantee-Related Parties and any lessee, licensee, occupier, user or subsequent owner or transferee of the Property. Any transferee, assignee, or successor owner, lessee, licensee, occupier or user of the Property shall take title to the Property subject to these Engineering Controls. The rights and benefits of the Engineering Controls are not personal only to Grantor but are intended to protect health and safety of all persons in respect to the Property and shall inure to the benefit of Grantor, its Affiliates, successors and assigns.

D. Subsequent Transfers. Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof without first obtaining from the Grantee, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to procure the covenants regarding Engineering Controls from any subsequent Grantee, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property.

7. Covenants Running with the Land. The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, as applicable.

8. Farming and Unplatted Land. The Property may be located within the vicinity of farm land or farm operations, generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and protected by the Michigan Right to Farm Act. The Grantor grants the Grantee the right to make zero divisions under Section 108 of the Land Division Act (Act No. 288 of the Public Acts of 1967),

9. Pro-ration of Taxes. Ad valorem taxes and special assessments, if any, against the Property for the year in which the Effective Date occurs will be pro-rated between Grantor and Grantee as of the Effective Date, and Grantee hereby assumes and agrees to pay same.

10. Definitions. The following definitions are used in this Deed:

A. The following definitions shall apply in this Contract:

(1) Environmental Laws (or individually, an Environmental Law). The term Environmental Laws or individually, an Environmental Law means any and all federal, state and local laws, statutes, regulations, ordinances, codes, rules and other governmental restrictions or requirements relating to health, industrial hygiene, environmental or ecological conditions or Hazardous Materials including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act,

42 U.S.C. Section 9601 et seq., as amended; the Resource Conservation and Recovery Act as amended, 42 U.S.C. Section 6901 et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Clean Air Act, as amended, 42 U.S.C. Section 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Federal Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; and the laws, rules, regulations and ordinances of the U. S. Environmental Protection Agency, the County, City and/or State in which the Property is situated; and of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Property or the use or operation thereof.

(2) Hazardous Materials. The term Hazardous Materials means those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or listed by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable Environmental Law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "Hazardous Substance" pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec 1251, et. seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec 1371), or (v) defined as a "hazardous waste" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec 9601, et. seq. (42 U.S.C. 9601).

(3) Affiliate(s). The term Affiliate(s) means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any Person, whether through the ownership of voting securities or by contract or otherwise. "Person" means an individual, partnership (whether general or limited), limited liability company, corporation, trust, estate, unincorporated association, nominee, joint venture or other entity.

(4) Claims (or individually a Claim). The term Claims (or individually a Claim) means each and every action, right, loss, cost, claim, obligation, damage, liability, demand, payment, fine, penalty, cause of action at law or in equity, defense, proceeding, injury, judgment (including expert witness fees and attorneys' fees awarded as part of a judgment), lien, cost or expense, including, but not limited to, attorneys' fees and other litigation expenses.

(5) Losses. The term Losses means any and all Claims, including without limitation losses or claims arising from business disruption, lost business opportunity or income, reasonable attorneys' fees, court costs and the costs of investigation and settlement of Claims.

(6) Grantee-Related Parties. The term Grantee-Related Parties means Grantee, its parent, subsidiaries, and Affiliates and their respective owners, officers, employees, agents, representatives, contractors, invitees, servants, successors or assigns, their heirs and representatives and any lessee, licensee, occupier, user or subsequent owner of the Property. Notwithstanding the foregoing, the term Grantee-

Related Parties shall not include any mortgagee which acquires title to the Property as a result of foreclosure, a deed-in-lieu of foreclosure or otherwise (a "Mortgagee") so long as such Mortgagee does not actively engage in, or lease the Property to a tenant that actively engages in, the business of selling motor fuel on the Property.

(7) Grantor-Indemnified Parties. The term Grantor Indemnified Parties means Grantor, its parent, subsidiaries and Affiliates, and their respective owners, shareholders, members, partners, directors, officers, agents, servants, employees, representatives, contractors and successors and assigns.

(8) Grantor-Related Parties. Grantor-Related Parties means Grantor, its parent, subsidiaries, and Affiliates and their respective owners, officers, employees, agents, representatives, contractors, invitees or successors and assigns.

(9) Rules. The term Rules means the Occupational Safety and Health Administration department of Labor, Rules relating to or regarding asbestos include 29 CFR Parts 1910 and particularly including Part 1926, 59 Fed. Reg. 40964 et. seq. (1994) as same may be amended.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's successors, heirs and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto Grantee, Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

The provisions of this Deed including, without limitation, the restrictive covenants set forth above shall survive Closing and shall continue for the period(s) specified herein.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, Grantor has signed this deed this 17 day of FEB, 2004, but EFFECTIVE as of this 17 day of FEB, 2004, ("Effective Date").

GRANTOR:
EXXONMOBIL OIL CORPORATION

Witness: Christie Cravens

Name: Christie Cravens

By: D.J. Fisher, Real Estate Specialist and Agent and Attorney-in-Fact

Commonwealth of Virginia §
§
County of Fairfax §

Before me the undersigned authority, this day personally appeared D.J. Fisher to me well known and under oath, and known to me to be the individual described in and who executed the foregoing instrument/document, and to me known to be a Real Estate Specialist and the agent and attorney in fact of ExxonMobil Oil Corporation (formerly known as Mobil Oil Corporation), a New York corporation, the corporation described in the foregoing instrument/document, and which by its said Real Estate Specialist and agent and attorney-in-fact executed the same, and acknowledged that he executed said instrument/document as the act and deed of ExxonMobil Oil Corporation by virtue of an Incumbent Power of Attorney instrument dated January 14, 2004.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this the 15th day of September, 2004

Kelly Ann Shea
Print Name: Kelly Ann Shea
Notary Public, Commonwealth of Virginia
My Commission Expires: 5/31/08

GRANTEE:
YPSI OIL COMPANY, INC., a Michigan corporation

ATTEST:

By:
Name:
Title:
Date:

By:
Name: JIM SAFIEDINE
Title: PRES
Date: 9-17-04

WITNESSES:

Print Name:

Print Name:

WITNESSES:

Print Name: BRIAN J.D. HOWELL

Print Name:

STATE OF MI §
§
COUNTY OF OAKLAND §

Before me the undersigned authority, this day personally appeared JIM SAFIEDINE and _____, to me well known and known to me to be a PRESIDENT and _____, respectively, of the corporation named in the foregoing instrument, and they severally acknowledged to and before me that they executed said instrument on behalf of and in the name of said corporation as such officers; that the seal affixed to said instrument is the corporate seal of said corporation and that it was affixed thereto by due and regular corporate authority; that they are duly authorized by said corporation to execute said instrument and that said instrument is the free act and deed of said corporation. They are personally known to me or have produced DRIVER LICENSE as identification and did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this the 17 day of SEPT., 200_.

Print Name:
Notary Public, State of
My Commission Expires:

Brian J. D. Howell
Oakland County Michigan
My Commission Expires
October 1 2005
Acting in OAKLAND County

Prepared by: D. FISHER
ExxonMobil Oil Corporation
3225 Gallows Road
Law Department
Fairfax, VA 22037-0001
(703) 846-2348 or 846-1228

Stewart Title
6055 19 Mile Rd Ste C
Sterling Heights MI 48314

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM EXXONMOBIL OIL CORPORATION TO YPSI OIL COMPANY, INC.

Subject to existing Easements, Rights of Way, Restrictions, Covenants and Conditions whether of record or not.

Land in the Township of Ypsilanti, County of Washtenaw, Michigan, described as:

Land in the North 1/2 of the Northeast 1/4 of Section 24, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, described as: Commencing at the Northeast section corner; thence along section line South 01°45'15" East 1387.19 feet; thence North 23°36'00" West 613.07 feet; thence North 68°52'51" West 84.49 feet to the POINT OF BEGINNING; thence North 68°52'51" West 210.00 feet; thence South 16°22'51" East 220.00 feet; thence South 75°20'28" East 225.22 feet; thence North 23°36'00" West 210.00 feet to the POINT OF BEGINNING, together with an easement for ingress and egress 20 feet wide Southerly, parallel and concentric to the following described line: Beginning at the most Northwesterly corner of the previously described parcel; thence North 68°52'51" West 114.83 feet; thence North 37°48'55" West 416.92 feet; thence 401.45 feet along a curve to the left, central angle 51°35'15", radius 445.87 feet, chord North 63°36'32" West 388.02 feet; thence 112.15 feet along a curve to the left, central angle 02°00'30", radius 3199.04 feet, chord South 89°35'35" West 112.15 feet to a point on the East line of "Huron Dam Subdivision", Liber 6, Page 55, Washtenaw County Records, North 01°57'55" West 34.14 feet from the Southeast corner of Lot 656. Also, a sign easement described as: Beginning at a point on the West line of "Huron Dam Subdivision" 6.00 feet Southerly of the Northeast corner of Lot 664; thence North 88°02'05" East 30.00 feet; thence North 01°57'55" West 40.00 feet; thence South 88°18'20" West 30.00 feet; thence South 01°57'55" East 40.14 feet to POINT OF BEGINNING.

Address: 2120 Rawsonville

K-11-24-100-005