

1. Agenda

Documents: [01- PLANNING COMMISSION AGENDA 06 .PDF](#)

2. Packet 1

Documents: [8-28-13_PART 1 .PDF](#)

3. Packet 2

Documents: [8-28-13_PART 2 .PDF](#)

Agenda
Planning Commission
Council Chambers
Wednesday, 28 August 2013 - 7:00 P.M.

I. Call to Order

II. Roll Call

Roderick Johnson, Chair	P	A
Anthony Bedogne	P	A
Mark Bullard	P	A
Gary Clark	P	A
Phil Hollifield	P	A
Brett Lenart	P	A
Richard Murphy	P	A
Cheryl Zuellig	P	A

III. Audience Participation

Open for general public comment to Planning Commission on items for which a public hearing is not scheduled.

IV. Public Hearing Items

- Family Dollar Rezoning & PUD plan
- Thompson Block Rezoning & PUD plan

V. Old Business

- Recreation Master Plan update - Presentation: Parks and Recreation Plan highlights as they relate to Shape Ypsi

VI. New Business

- none

VII. Committee Reports

- Nonmotorized committee

VIII. Future Business Discussion / Updates

IX. Adjournment



City of Ypsilanti

Planning and Development Department

Planning Commission Agenda: August 28, 2013

Staff Review of Site Plan and Planned Unit Development (PUD) rezoning 216 E. Michigan (proposed address) – southwest corner of E. Michigan Ave and Park Street Ypsilanti, Michigan

GENERAL INFORMATION

Applicant:	Morning Star Partners, LLC on behalf of Core Resources, LLC 1404 Vine Street Cincinnati, Ohio 45202
Project Name:	Family Dollar
Application Date:	July 17, 2013
Location:	216 E. Michigan (proposed address) – southwest corner of E. Michigan Ave and Park Street
Zoning:	B4, General Business District; EO, Entryway Overlay
Action Requested:	Site plan approval; Rezone to Planned Unit Development (PUD)

PROJECT AND SITE DESCRIPTION

This application is for a site plan and Planned Unit development for approximately 0.84 acres for the parcel plus an estimated 0.26 to establish Lincoln Street in the Water Street Redevelopment area for the development of a Family Dollar store. The total project area is 1.1 acres. The site is located on the Michigan Avenue frontage between proposed Lincoln St. and Park Street.

The City of Ypsilanti owns the entirety of the Water Street Redevelopment area, but entered into a development agreement with Core Resources Inc for the development of a Family Dollar on May 7, 2013.

Development Agreement and Review criteria

Ypsilanti City council has determined that the proposed zoning amendments recommended by the Planning commission in 2009 should be the guidelines for review. Several of these provisions are specifically stated in the development agreement (page 4 - section 7b).

7 (b). The Property shall be developed in accordance with the Planned Unit Development (PUD) process set forth beginning in Sec. 122-571 of the City Code of Ordinances using the Draft Zoning Ordinance attached hereto as Exhibit C (the "Zoning Requirements") as guidance. The Planned Unit developed and related site plan approval application will be completed and submitted by Purchaser to the Planning Commission and City Council for approval therefore during the Contingency Period. All plans shall be prepared and all permit applications shall be submitted pursuant to the City requirements. Nothing contained in this Agreement shall be deemed to be an approval by the City as to any matter, including, but not limited to an approval with respect the historical designation of any structure or any other improvement on the Property proposed by this Agreement, and the Purchaser shall be required to follow the process for obtaining approvals contained in the applicable City zoning or other ordinances. Purchaser acknowledges that as a condition of the issuance of approval of the PUD for the subject property, the City may require that the Developer undertake the following:

- (i) cause the Access Drive Improvements (as defined in Exhibit G) to be constructed pursuant to MDOT and City standards and extend same from Michigan Avenue to the southerly property line of the property;
- (ii) commit to install trees on the street frontages of Michigan, Park Street and the future Lincoln Street;
- (iii) install a six foot sidewalk on Lincoln Street within the Access Easement (hereinafter defined) and increase the sidewalk to a width of ten feet on Michigan Avenue and Park Street;
- (iv) cause the store entrance to be oriented toward Michigan Avenue;
- (v) install six foot windows on the Michigan Avenue frontage of the Improvement for the entire width of the frontage;
- (vi) require Purchaser to grant to the lands south of the Property and north of Parsons Street a shared curb cut and access easement through the curb cuts proposed to be constructed on Lincoln and Park Streets within the Property, and
- (vii) require placement of the Building in the northwest corner of the Property fronting Michigan Avenue and the proposed Lincoln Street extension, generally described on Exhibit C-1.

The above description of criteria for approval of the PUD shall not be construed as a limitation on the City's ability or right to require additional improvements or undertakings in connection with the Purchaser's PUD application or a waiver of any right to modify any of the foregoing limitations.

For the process of this review, additional sections will be added to the standard PUD/Site plan review: development agreement requirements, draft zoning ordinance, and comparison to draft Shape Ypsi plan. Where the above mentioned section reflects a specific standard like parking or landscaping, those requirements will be listed within the standard review tables and noted with a (ZG) for zoning guidelines.

Site details

The proposed parcel size is 0.84 acres extending from the proposed Lincoln Street right of way to the Park Street right of way. It extends south from Michigan Avenue approximately 160 feet. The project area includes the 66 feet of the proposed Lincoln Street right-of-way to the west, as well as some right-of-way work on Michigan Avenue and Park Street, putting the project area at 1.1 acres. The proposed parcel size mimics one previously occupied by the state police post, if

not exactly. There are no structures on the existing property. Two existing curb cuts are on the site, on Michigan Ave and another on Park Street.

REQUIRED INFORMATION – PUD SUBMITTAL

Section 122-575 provides application requirements for Planned Unit Developments. These requirements include cover letter from applicant and owner, legal description, site plan at a maximum scale of one inch equals 50 ft. or larger prepared in accordance with 122-125 (site plan review). Additional required information: copy of agreements, covenants, or deed restrictions which will assure that the development will be completed and maintained as shown on the plans by the developer and successive owners; open spaces areas; architectural sketches; copy of deed restrictions; and required fees.

Required information has been submitted. The following has been provided:

- Ownership of existing parcel
- Legal description for parcel
- Updated ALTA survey for proposed parcel
- Development Agreement

Items to be Addressed: None

PUD PROCESS

Section 122-575 of the Zoning Ordinance provides review procedures for Planned Unit Development applications:

- 1) Pre-application conference
- 2) Formal PUD Application
- 3) Planning Commission Review, Public hearing, and Recommendation
- 4) City Council Action

The project is currently at stage #3, above. Planning and Development staff met repeated with the development team including time spent on the development agreement. The Planning Commission will review and hold a public hearing on Wednesday, Aug. 28, 2013.

MASTER PLAN CONSIDERATION

In 2008, the Planning Commission adopted an amendment to the 1998 City of Ypsilanti Master Plan specific to Water Street (attached). Specific Land use recommendations (page 82) include:

- Redevelopment of the site including a mix of residential, retail, office, entertainment, medical, research, or other land uses or combinations compatible with the downtown business district
- Coordination of individual development projects to ensure compatibility both within the site and with nearby land uses
- Design standards that create an urban, rather than suburban or exurban, form
- Effective transportation connections to the downtown business district and surrounding areas, including non-motorized, vehicular, and transit options

- Application of environmental best practices, such as LEED certification, low-impact design, etc, where practical

(page 83)

Office, medical, research, and similar uses should take urban forms, avoiding low-density “office park” or automobile-oriented “strip” commercial configurations”

This facilitation is expected to include rezoning of these parcels to incorporate the goals of this target area, in order to provide potential developers with maximum predictability during the development process; future zoning amendments or Planned Unit Development proposals may be necessary to accommodate developments not predicted during this initial rezoning. The use of a new zoning district or overlay district and/or changes to existing zoning districts that communicate the desired development quality should be considered to add predictability to the development review process while achieving community goals for the area.

Appropriate zoning districts for this target area include new “Commercial/Residential Redevelopment Districts” designed to meet the Target Area’s goals, and could also include B3 for the Michigan Avenue frontage and R/C or RO for the site interior. Specialized craft-industrial uses, such as those found in the W/S district, could also be appropriate.

As noted, the future land use map designates the area Mixed Residential/Commercial. For the purposes of this review, staff is recommending the use of B3 Central Business district as the base layer for review based on the text included in the master plan update above.

In 2009 the Planning Commission proposed zoning changes to the Water Street Development area including two new zoning districts. City Council ultimately tabled the zoning; however, they indicated that it should be used for negotiating future development. As noted above, it is to serve as a guideline for the proposed development. It is included as an appendix to the development agreement.

The 2013 Draft master plan provides direction for the layout for the Water Street Redevelopment area as well as an approval process and standards. In particular, the recommendation is to replicate the existing downtown grid in the development area. A separate section below compares the proposed development in relation to these recommendations.

LAND USE AND ZONING

Figure 1: Subject Site Location

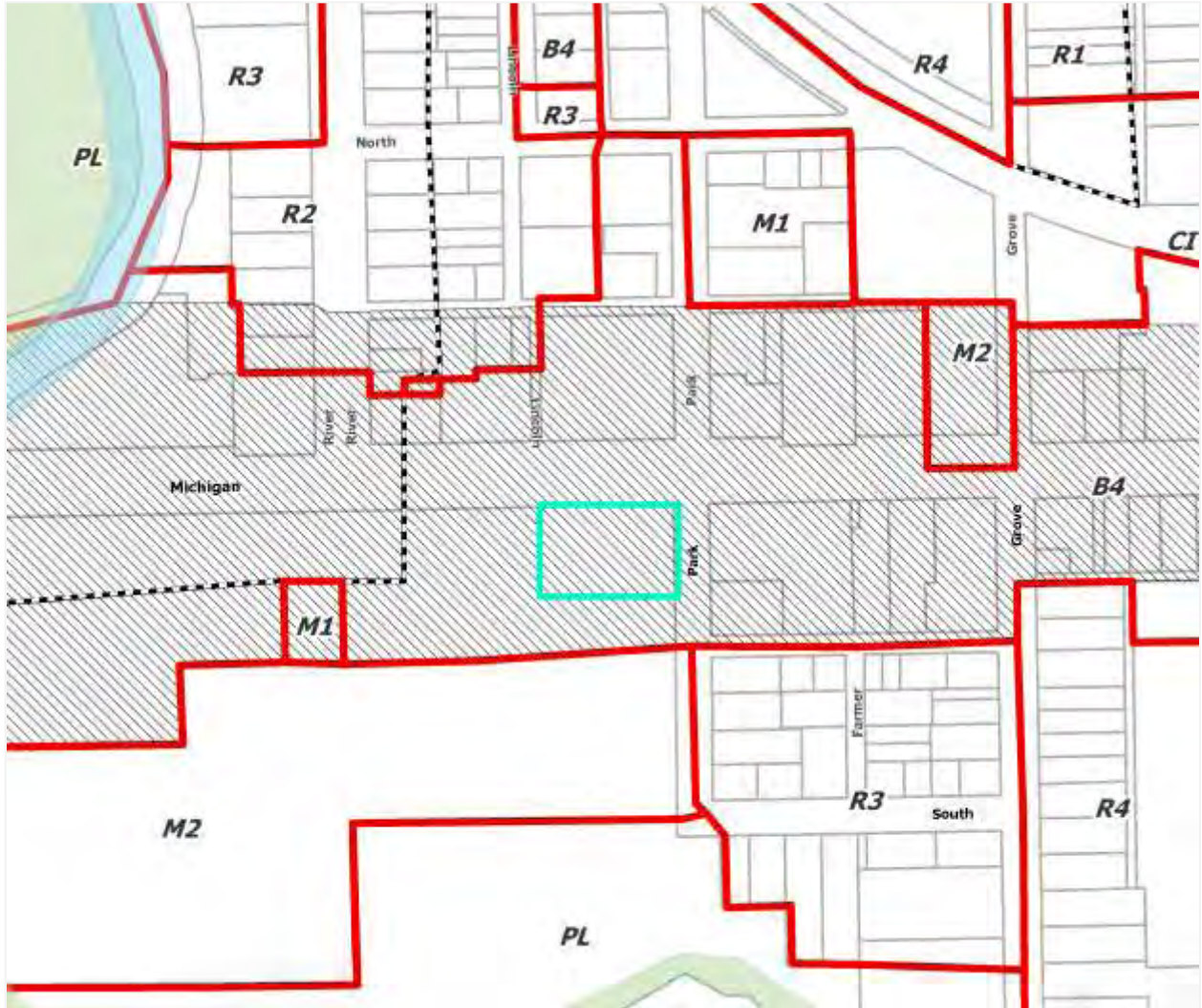


Figure 2: Site Aerial Photo (2010)



Table 1: Surrounding Land Use and Zoning

	LAND USE	ZONING
NORTH	New Beginnings Academy Charter School, BP gas station	B4, General Business EO, Entryway Overlay
EAST	Metro PCS retail store and retail strip. Salvation Army	B4, General Business EO, Entryway Overlay
SOUTH	Vacant Water Street Redevelopment Area	B4, General Business EO, Entryway Overlay M2, General Manufacturing PL, Public Land
WEST	Vacant Water Street Redevelopment Area	B4, General Business EO, Entryway Overlay M1, Light Manufacturing

AREA, WIDTH, HEIGHT, SETBACKS, DEVELOPMENT STANDARDS

The underlying district for the subject area is B4 General Business; however section 122-572 of the zoning ordinance has this provision:

In a planned unit development, the principal uses which shall be permitted shall be based on the underlying zoning district. City Council may also consider, upon Planning commission recommendation, the City of Ypsilanti Master plan as a basis for principal uses permitted in a planned unit development.

As noted above, the update to the Master Plan in 2008 specifically for the target area of the Water Street Redevelopment Area notes that B3, Central Business would be a suitable district for the Michigan Avenue frontage. The B3 district is utilized as the underlying district for PUD>

Section 122-573 (3) of the PUD regulations state that base regulations may be modified to encourage flexibility and creativity in development, provided such modifications result in a higher quality of development than would otherwise be possible. Exemptions will be listed below to be noted on plans and in PUD agreement.

Table 2: Area, Width, Height, Setbacks

	REQUIRED (B3 Central Business)	Existing	Proposed
LOT AREA / WIDTH / COVERAGE	The minimum lot area and width and the maximum percent of building coverage shall be determined by the use and the required off-street parking, loading, screening walls and yard setbacks as provided in this chapter for the respective uses and use districts.	Vacant 38 acre parcel	Lot Area: 38,859 sf (.84 acres) Project area: approx 1.1 acres Width: 230.74 ft Lot Coverage: approx. 24%
SETBACKS			
Front (Michigan)	Not less than 5 feet (ZG) – not greater than 10 ft.	n/a	5 feet
Street side (Park)	Not less than 5 feet	n/a	Approx 114 ft List all setbacks
Street side (Lincoln)	3 feet	n/a	10 foot
Rear	10 feet	n/a	Approx 56 feet List all setbacks
HEIGHT	Six stories or 75 feet, whichever is smaller (ZG) – No building shall be less than 3 stories in height at street frontage.	n/a	20.5 feet – single story.

SIDEWALKS	provide a sidewalk or shared-use path (see additional requirements in development agreement review section)	5. foot sidewalk along Michigan Ave. 4 foot sidewalk along Park Street	6 foot sidewalk shown on Lincoln, Park and Michigan Ave. Provide 10 foot sidewalk along Michigan per development agreement. Remove note that city to pay for sidewalk along Park, is applicant responsibility per development agreement.
LANDSCAPING	10% = 3,885 sf		Calculate percentage of site landscaped and show on plan.
PARKING	Ordinance: 1 for every 200 feet of gross floor area: $8320/200 = 42$. With 20% reduction: 34 (ZG) Zoning guidelines: Maximum of 3 parking spaces per 1,000 square feet of non-residential use. $8320/1,000 - 8 \times 3 = 24$	n/a	31 supplied including 2 handicap spaces Reduce parking spaces to maximum of 24. Provide exemption from ordinance requirement based on development agreement requirement to utilize zoning guidelines for review.
SIGNAGE	Provisions vary based on type starting in section 122-861	n/a	Provide dimensions for wall signage and elevation including dimensions for monument sign.

Items to be Addressed:

1. List all building setbacks on site plan
2. Provide 10' sidewalk along Michigan per development agreement.
3. Remove note that city to pay for sidewalk along Park Street frontage, is applicant responsibility
4. Calculate percentage of site landscaped and note on plan
5. Reduce parking spaces to maximum of 24.
6. Provide dimensions for wall signage and elevation including dimensions for monument sign.

Exemptions to be noted:

1. Provide exemption to zoning ordinance reducing parking spaces to a maximum of 24 based on zoning guidelines.

BUILDING LOCATIONS AND SITE ARRANGEMENT

The proposed Family Dollar building will be oriented toward the corner of Lincoln and Michigan Ave, with the length of the building along the Michigan Avenue frontage. Sets of windows 8'8" in height repeat along the Michigan Avenue frontage. The entrance is located at the corner of Michigan Ave and the parking lot.

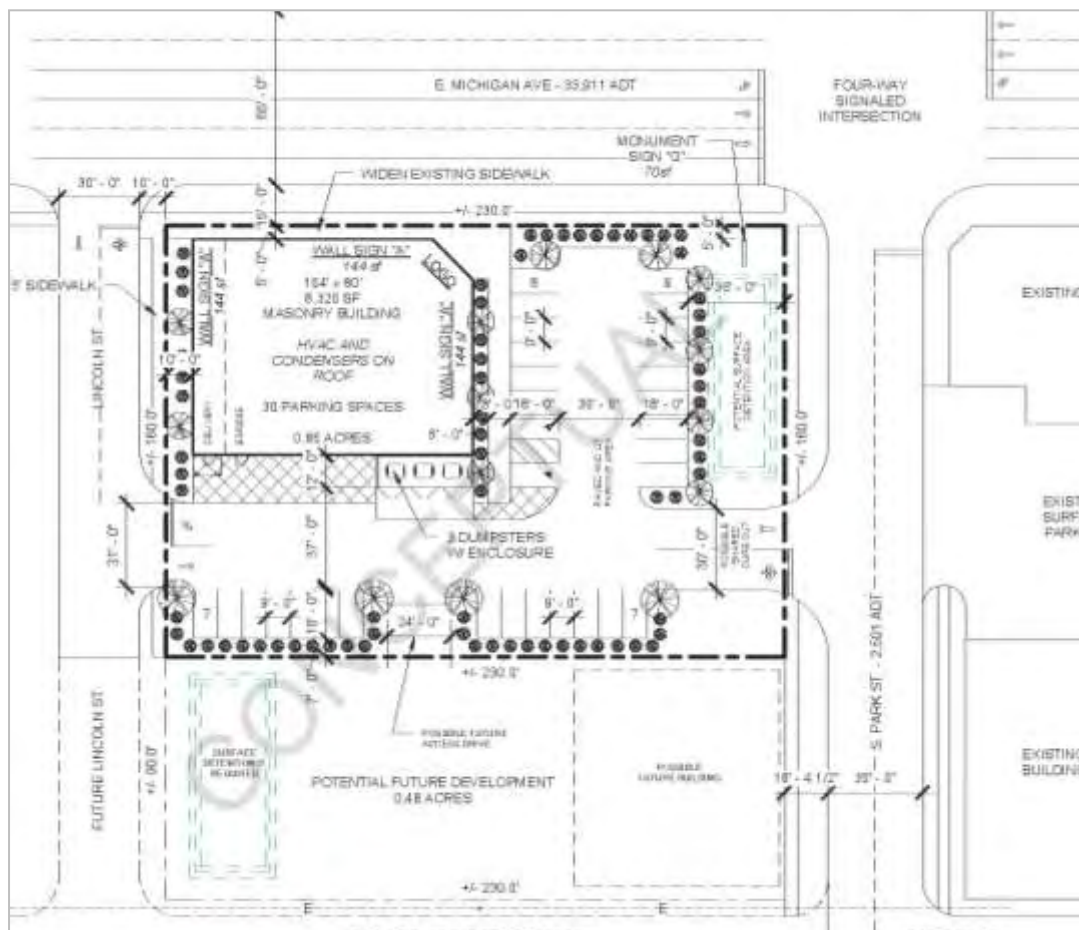
The parking area is located between the building and storm water detention/rain garden area. A dumpster enclosure is provided on the southeasterly side of the building. A loading zone is proposed to the west of the dumpster, still in the rear of the building. The access drive extends from Lincoln to Park Streets at the rear of the building, with additional parking to the south of the drive.

Items to be addressed: None.

SITE ACCESS AND CIRCULATION

The parcel being created for the Family Dollar is based on maintaining the existing street grid created by Park St., Michigan Ave/ and the future S. Lincoln Street. Originally, building out Parsons Street was of interest to the City, but Core Resources determined they did not need the additional land. A revised scenario (below) shows that a separate buildable parcel can be created out of the land south of Family Dollar, but north of a proposed Parson Street extension west (see below). In this scenario, shared access to the curb cuts on the proposed Lincoln and Park Streets as well as an access drive to the south are necessary.

Figure 3: Conceptual Site plan from Development Agreement



The building entrance is located off Michigan Ave. and the parking lot to the east of the structure. Sidewalk is provided on Michigan, Park Street and the proposed Lincoln Street, including a walkway between the building and parking lot extending from Michigan Ave. south to the extent of the structure. An ADA ramp is provided between the handicap parking spaces in the parking lot, to the walkway. ADA ramps are also noted at the corner of Michigan and Park Street. The proposed sidewalk shall be extended across both driveways. ADA treatment at the drive crossings shall be consistent. Bicycle parking is not shown on the site plan.

Vehicular access is available from both Park and Lincoln Streets. The proposed site plan envisions a full movement intersection at Lincoln and Michigan Ave. as well as at the signalized intersection at Michigan Ave and Park Street. Vehicles can enter the drive at the rear of the building from both streets, with access to parking south and east of the building. Drive widths are shown at 30 feet, exceeding the 22' requirement for a maneuvering lane in the parking area. The engineering review letter dated Aug. 9, 2013 notes that the drive width should be reduced based on the truck circulation plan (provided) and fire truck access. Truck access is available from either street but is expected primarily from Park Street do to the signalized intersection. A loading area has been designated at the southwest side of the structure, and exceeds the 10 x 50 requirement

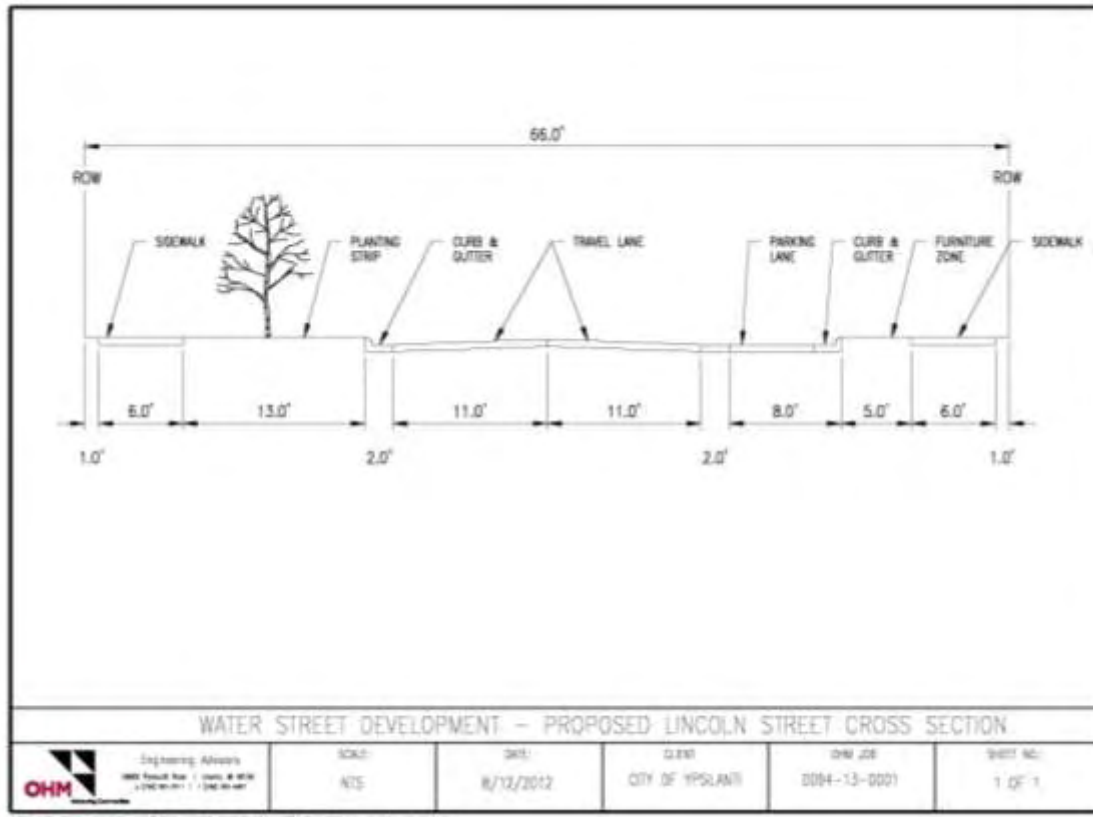
An existing bus stop is available on Michigan Ave west of the proposed building as well as almost directly across the street for AATA route #20. That service is once per hour in a loop Monday – Saturday with no service on Sundays.

Items to be addressed:

- 1. The proposed sidewalk shall be extended across both driveways. ADA treatment at the drive crossings shall be consistent (per engineering review)***
- 2. ADA curb ramps will be required at Lincoln street per MDOT standards***
- 3. Add bicycle parking to the site (5)***
- 4. Note access easements for drive between Lincoln and Park Streets, including southerly access to remainder parcel***

ENGINEERING/STORMWATER REQUIREMENTS

The proposed Lincoln Street is being constructed based on the existing 66 foot right-of-way standard for the City, with components in line with the draft master plan layout and requirements for the Water Street redevelopment area. A cross section is shown below; please note that the either side can be repeated on the other in this scenario.



The applicant has updated the site plan since the engineering letter drafted Aug. 9 2013 was supplied. Since then, the applicant has expanded the Lincoln Street right-of-way to meet city standards. Lincoln Street now includes on-street parking spaces on the east side including curb, gutter and 6' sidewalk on both sides. On-street parking spaces on the west side as well as sidewalk will be the responsibility of the adjacent property developer. Responsibility for the construction of Lincoln Street is that of the applicant, per the executed development agreement (see attached).

Plans show concrete curb on Michigan Ave. side of the parking lot, with bumper blocks shown in all existing spaces. Concrete curb and gutter is required around all proposed pavement, potentially with spillouts to the east near the rain garden area. Parking bumpouts are indicated on the west side of Park Street, providing on-street parking as proposed in the draft master plan. Pavement cross sections for all proposed pavement must be shown.

A rain garden is proposed on the east side of the parcel between the parking lot and Park Street. This garden is designed to treat first flush prior to storm water runoff being release to the park street storm sewer to outlet to the Huron River. A cross section of rain garden and proposed planting list shall be required, along with an elevation so it can be evaluated in relation to its proximity to the adjacent sidewalk.

Items to be addressed:

1. Drives should be reduced to 24' or minimum amount to accommodate trucks and fire department. Engineering will approval all sizing of all aprons.

2. Remove note that Lincoln street improvements will be paid for by the city. Lincoln Street improvements are to be done by purchaser per the executed development agreement. West side sidewalk is responsibility of future owner.
3. Street trees required on east side of Lincoln Street frontage per development agreement
4. Concrete curb and gutter is required around all proposed pavement, potentially with spillouts to the east near the rain garden area.
5. Proposed planting list for rain garden shall be required, along with an elevation
6. Pavement cross sections for all proposed pavement must be shown.
7. Other items remaining from engineering letter dated Aug. 9, 2013.

SCREENING

	Required	Existing Conditions	Proposed
Lighting	• down-directed and shielded • not >0.5 fc @ lot line • not >16'in height • not < 0.3 fc	Two existing streetlights are located on Michigan Avenue frontage, as well as a third on Park street frontage.	Streetlight on Park street is noted to be relocated by others, confirm that responsibility is with applicant. Standard wall pack lights are located on all building frontages. Indicate locations for parking lot lighting along with photometric plan per Sec. 122-641 and 122-834 (9).
Screening Between Land Uses	None required	None	None
Off-Street Parking Landscaping	1 tree per 8 spaces (24/8 = 3)	None	5 trees provided
	landscape island per 16 continuous spaces	n/a	n/a
	ends of all aisles and corners protected		Curb required required along perimeter of all paving per engineering letter

	minimum distance of 3' from curb backside to landscaping		Show distance on parking spaces on revised plans after bumper blocks removed and curb added per engineering letter. Provide adequate spaces along walkway on east side of building. Increase parking spaces to 20' if necessary to accommodate 3 feet required.
	must be screened per 122-703 if conflicting land use	No conflicting land uses	None
	must be screened from public ROW with 3 foot berm	None	Screening provided with Green Lane Euonymus and Sea Green Juniper, no berm show. Waiver from berm requirement to maintain urban form and/or request different treatment.
	prevent vehicular encroachment into landscaping, structures		Provide adequate spaces along walkway on east side of building. Increase parking spaces to 20' if necessary to provide adequate space between parked cars and walkways, landscaping, etc.
Greenbelt Landscaping			
Foundation Landscaping	Minimum of one (1) ornamental tree and six (6) shrubs per thirty (30) lineal feet of building frontage.		Provide building dimensions
	North: approx 90 feet = 3 trees and 18 shrubs	None	Waive tree requirement due to addition of street trees on frontage

	East: approx 66 feet 2 trees and 12 shrubs	None	10 Anthony Waterer spirea and 21 Green Germ Boxwood Provide waiver to locate 2 foundation trees elsewhere on site.
	West: 80 feet 3 trees and 18 shrubs	None	28 Miss Kim Lilacs Waive tree requirement due to street trees requirement on street frontage
Refuse Containers	masonry enclosure 1' taller than dumpster (no less than 6'), in rear yard, 80% opaque swing door, on a concrete pad		Provide cross section/elevation for dumpster enclosure.
Exterior Electrical	when visible from ROW screen	None	Roof-mounted equipment proposed.
Maintenance	install underground sprinkler system		Request waiver from 122-712 to omit provision of a sprinkler system; note alternate means of keeping landscaping watered.
Fencing, hedges, walls, berms	no taller than 10' in side/rear yard	None	None required

Items to be addressed:

- 1. Streetlight on Park Street is noted to be relocated by others, confirm that responsibility is with applicant.*
- 2. Indicate locations for parking lot lighting along with photometric plan per Sec. 122-641 and Sec. 122-834 (9).*
- 3. Ensure that vehicles parked in spots facing the building do not overhang the sidewalk, increasing spaces to 20' if necessary*
- 4. Waiver from 3 foot berm requirement between Michigan Ave. and parking lot, to maintain urban form and/or request different treatment.*
- 5. Provide building dimensions*
- 6. Waiver from foundation planting tree requirements along Michigan and Lincoln Street due to street tree requirement. Relocate required 2 trees on Park street side elsewhere on the site.*
- 7. Request waiver from 122-712 to omit provision of a sprinkler system; note alternate means of keeping landscaping watered.*

REQUIREMENTS FROM DEVELOPMENT AGREEMENT

Requirement	Proposed
(i) cause the Access Drive Improvements to be constructed pursuant to MDOT and City standards and extend same from Michigan Avenue to the southerly property line of the property;	Lincoln Street improvements shown according to cross section provided by the City. Costs to be incurred by applicant except for sidewalk on west side. Final pans to be submitted to MDOT for approval.
(ii) commit to install trees on the street frontages of Michigan, Park Street and the future Lincoln Street;	Street trees not shown on Lincoln Street frontage – add to bumpout areas (3). Trees shown east of raingarden/detention area in lieu of street trees. Additional street tree shown south of curb cut.
(iii) install a six foot sidewalk on Lincoln Street within the Access Easement (hereinafter defined) and increase the sidewalk to a width of ten feet on Michigan Avenue and Park Street;	Six foot sidewalk shown on Lincoln and Park. Park reduction to 6 feet allows for minimal change to road to provide on-street parking and is recommended by staff. Six foot sidewalk shown on Michigan Ave., although it appears an additional 5 feet of concrete between sidewalk and building. Show 10 foot sidewalk along Michigan Ave. frontage.
(iv) cause the store entrance to be oriented toward Michigan Avenue;	Shown as corner entry between Michigan Ave., and parking area to east of building.
(v) install six foot windows on the Michigan Avenue frontage of the Improvement for the entire width of the frontage;	Windows sized at 8' 8" shown along Michigan Avenue frontage. The entrance windows and window bays to the east and west of the entrance (Michigan Ave, and parking lot frontage) will be clear. Other windows along Michigan Avenue are proposed to be tinted
(vi) require Purchaser to grant to the lands south of the Property and north of Parsons Street a shared curb cut and access easement through the curb cuts proposed to be constructed on Lincoln and Park Streets within the Property, and	Note access easements for drive between Lincoln and Park Streets, including southerly access to remainder parcel
(vii) require placement of the Building in the northwest corner of the Property fronting Michigan Avenue and the proposed Lincoln Street extension, generally described on Exhibit C-1.	Property orientated toward the proposed Lincoln/Michigan Ave. frontage.

Items to be addressed:

1. *Final pans to be submitted to MDOT for approval.*
2. *Street trees not shown on Lincoln Street frontage – add to bumpout areas (3).*
3. *Show 10 foot sidewalk along Michigan Ave. frontage.*
4. *Note access easements for drive between Lincoln and Park Streets, including southerly access to remainder parcel*

ZONING GUIDELINES – CRD Commercial Redevelopment District

Requirement	Proposed
Permitted uses: retail businesses	Family Dollar meets existing definitions
Front yard: Buildings shall be oriented so that 70% of the lot frontage shall include building(s) to the front yard	The building occupies about 90 feet of the Michigan Ave. frontage, which extends 230 feet, or roughly 40% of the frontage.
Minimum Floor Area Ratio of 1:1	The FAR of the proposed development is 0.23.
Development Standards (1) Access, parking, service a. No parking area is permitted in the front yard setback. Uses allowed within front setback include sidewalk cafes or customer service areas, plazas, patios and landscaping. b. No minimum parking standard shall apply to any commercial use ... a maximum of 3 spaces per 1,000 square feet of non-residential use. c. Bicycle parking spaces shall be provided for all uses at a ratio of 1 bicycle parking space per 5 automobile parking spaces provided. d. Buildings must have pedestrian access and orientation to the major thoroughfare. Vehicular access to individual lots shall not be permitted directly from the major thoroughfare e. A minimum of one improved non-motorized access route must be provided at intervals no less than every 350 feet of development frontage or fraction thereof. f. Service areas shall be screened to minimize views from publicly accessible areas. g. Adjoining uses shall share access drives and parking...	a. Parking located in side and rear yards. b. 31 parking spaces proposed – 24 required. c. 5 bicycle spaces required d. Pedestrian access to building along Michigan Ave. Vehicular access from Park and Lincoln Streets. e. 10 foot sidewalk to be provided along Michigan Ave. frontage. f. n/a g. Easements for shared access required previously.
(2) Building Scale and Articulation a. A minimum 50% area of the first floor façade facing a street right-of-way must be comprised of windows and/or doors, openings or other architectural design features to limit the appearance of blank walls, and have a minimum of 75% transparency. b. For stories above the 1st floor, a minimum fenestration standard of 20% glass area of the total floor façade area. c. No blank wall exceeding 10 feet horizontally or	a. Requirement appears to be met along Michigan Ave., façade due to windows and building entrance. Three sets of windows are opaque and tinted. The Lincoln and parking lot frontages do not meet the standard. b. n/a c. Small windows with canopies previously

vertically along any street frontage shall be permitted on the first or second floors. No blank wall exceeding 25 feet vertically or horizontally is permitted on any street frontage.	included in concept plans along street side frontages not shown. Add to Lincoln Street frontage.
(3) Building Materials a. All walls visible from any public or private right-of-way shall be finished primarily in a durable hard surface such as brick, glass, stone, wood, ceramic, precast panels, integrally tinted textured masonry block, or concrete siding. These primary materials shall make up a minimum of 60% of the solid wall area, exclusive of windows and doors. b. Materials not permissible as primary materials on exterior walls are concrete block, cinder blocks unless burnished fluted or sculpturally textured, residential grade sidings, plastic siding, asphalt, EIFS, stucco, highly reflective or highly color tinted glass. These materials may be used as trim or accent materials, but shall total less than 40% of the surface area of walls, exclusive of windows and doors. c. All materials should be used consistently on all sides of the building d. Innovative or new environmentally sensitive materials are encouraged provided they are of quality durable material. e. Reflective glass or spandrel glass not permitted on first two floors along any street frontage	a. Architectural concrete masonry units will comprise the majority of all building sides. Samples available for planning commission during meeting. b. Stucco/EFS to be used as accent material son parking lot, Michigan Ave. and Lincoln Street sides. c. materials used consistently d. none suggested e. Spandrel glass to be used for portions of Michigan Avenue frontage.
(4) Landscaping a. Where screening of development or parking area is required, landscaped berms shall not be used. Screening shall be provided via solid walls, fences, or evergreen plantings. b. Greenbelt and foundation landscaping requirements shall be waived for any portion of a building that has no setback from the property line... c. Street trees shall be provided along all street right-of-ways, within the right-of-way. A minimum of one street tree shall be provided for each 30 feet of street frontage...	a. No berms proposed; evergreen shrubs proposed along Michigan Ave. frontage. b. Foundation planting requirements to be waived along building frontage due to 5 foot setback. c. Addressed earlier in review.

Items to be addressed:

1. *Small windows with canopies previously included in concept plans along street side frontages not shown. Add to Lincoln Street frontage.*

SHAPE YPSI draft master plan recommendations

Requirement	Proposed
Block perimeter should be 1200 feet or less.	Current block estimated at 1,000 feet
Street layout should connect to existing streets such as Michigan Avenue to the north, Lincoln to the west and Park to the east.	Site plan includes Lincoln Street extension to the extent of the proposed parcel
All streets have on-street parking	On-street parking proposed for Lincoln and Park Streets. On-street parking on Michigan to be pursued at a later date.
All streets have sidewalks	All streets have sidewalk
All streets have space for trees and other stuff	Street trees to be provided on all street frontages
All driveway aprons have the same design	Drive aprons to be approved by City engineer (OHM)
All buildings are built for multiple uses - with a ground floor to ceiling at a minimum of 12 and a maximum of 14 feet	Ceiling noted as less than 12 feet, but height available for subsequent use.
Buildings along "A" streets (Michigan Ave., Park and River Streets), should follow the following urban design rules: • 90-100% of building should face the street • It is built one-to five feet from street right of way • 60% of the front of the first floor is transparent window or glazing • Primary entrance faces "A" street • The first floor of buildings should have active uses – stores, restaurants, services – where people come and go often.	• Estimated 40% of building facing street • Building has 5 foot setback from ROW • 25% of 1st floor windows are transparent • The primary building entrance at corner of Michigan and parking area • Retail uses meets goals

Items to be addressed:

1. None.

REQUIREMENTS FOR PLANNED UNIT DEVELOPMENT

Section 122-573 provides the following requirements for Planned Unit Developments:

- (1) **Unified Control.** *The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with this Ordinance.*

STAFF COMMENT: Core Resources, LLC has executed a development agreement with the City of Ypsilanti for purchase and development of a Family Dollar.

- (2) **Minimum Size.** *The minimum size of a Planned Unit Development shall be forty-three thousand, five hundred sixty (43,560) square feet (one acre) of contiguous land or 21,870 sf (1/2 half acre) if the proposal involves the preservation and/or adaptive reuse of a historically significant structure. The historical significance shall be determined by the city historic district commission.*

STAFF COMMENT: The development area is 1.1 acres.

- (3) **Applicable Base Regulations.** *Unless waived or modified in accordance with the procedures and standards set forth in this Article, the yard, bulk, parking, loading, landscaping, lighting, general provisions, and all other standards set forth in the Zoning Ordinances for the uses listed below shall be applicable for uses proposed as part of a Planned Unit Development:*

STAFF COMMENT: *As noted earlier, the B3, Central Business zoning will be applied as the base regulation for the entire parcel based on Planning Commission recommendation based on Master Plan goals for the Water Street Redevelopment Area.*

To encourage flexibility and creativity in development consistent with the planned Development concept, departures from compliance with the base regulations may be granted by the City Council, upon recommendation of the Planning Commission, as a part of the approval of the Planned Development. For example, such departures may include modifications of lot dimensional standards, setback requirements, density standards, parking and landscaping requirements, and similar requirements. Such departures may be approved only on the condition that they will result in a higher quality of development than would be possible using conventional zoning standards.

STAFF COMMENT: The applicant requests the following exemptions:

1. *None. PUD requirement per development agreement.*

All departures or exemptions should be noted on the PUD plan.

- (4) **Street Access.** *Each lot, main building, and principal use within a Planned Development district shall have vehicular access to a public street. Adequate provision shall be made for dedications of land for streets and essential services.*

STAFF COMMENT: The site will have adequate access to public streets.

- (5) **Usable Open Space.** *The proposed development shall contain at least as much open space as would otherwise be required by the existing underlying zoning.*

STAFF COMMENT: The proposed development exceeds the B3 district requirement.

- (6) **Landscaping and Maintenance of Common Areas.** *All required yards and common areas shall be landscaped and adequately and permanently maintained by the property owner, tenant, or organization responsible for maintaining common areas.*

Through an irrevocable conveyance, such as deed restrictions or covenants that run with the land, the developer shall assure that all yards and common areas will be developed in accordance to the site plan and not changed to another use.

STAFF COMMENT: Rain gardens shall be maintained to provide adequate drainage per Washtenaw County stormwater standards. Planning Commission may want to request a maintenance plan as a condition of the PUD agreement approval.

- (7) **Additional Considerations.** *During review of a proposed planned development, the Planning Commission shall take into account the following considerations which may be relevant to a particular project: perimeter setbacks and screening; thoroughfares, drainage, as provided for in best management practices as appropriate, and utility design; underground installation of utilities; insulating pedestrian circulation from vehicular thoroughfares and ways; achievement of an integrated development with respect to signage, lighting, landscaping and building materials; and noise reduction mechanisms, particularly in cases where non-residential uses adjoin off-site residentially-zoned property.*

STAFF COMMENT: Staff recommends that Planning Commission discuss these considerations listed above to make sure the plan is satisfactory. Public sidewalks are provided along the development. The development substantially achieves compliance with these standards.

Items to be addressed: 1) Provide maintenance plan for raingardens and landscaping areas.

STANDARDS FOR APPROVAL

Section 122-576 provides the standards that the City must be met in order that a Planned Unit Development be approved.

- (1) *Conformance with the planned development concept. The overall design and all uses proposed in connection with a planned unit development shall be consistent with and promote the intent of this article, as well as with specific project design standards set forth in this chapter*

STAFF COMMENT: The project and overall design are consistent with the intent of the PUD article. It will help achieve master plan goals related to development of the Water Street Redevelopment Area including redevelopment of the site with commercial uses more urban than suburban in form, and with careful consideration of future development on site.

- (2) *Recognizable benefits. The planned development will result in recognizable and substantial benefits to the ultimate users of the project and to the community in general where such benefits would otherwise be unfeasible or unlikely to be achieved*

STAFF COMMENT: The redevelopment of the Water Street Redevelopment Area has been a goal for more than 20 years. This represents the start of development on the site.

- (3) *Compatibility with adjacent uses. The proposed planned unit development shall be designed with due regard to its relationship with development on surrounding properties and uses thereon, including building heights, setbacks, density, parking, circulation, landscaping, views, and other layout features. In particular, consideration shall be given to the following:*

- a. The bulk, placement, architecture, and types of materials used in construction of proposed structures

STAFF COMMENT: The location, development of infrastructure and pedestrian access have been carefully considered in relation to future adjacent development on the site and include the development of access easement for shared drives.

- b. The location and screening of vehicular circulation and parking areas in relation to surrounding development

STAFF COMMENT: As noted, this has been considered carefully, including development of a “remainder” parcel that can be sold for future development using the same vehicular and expanded pedestrian access.

- c. The location and screening of outdoor storage, outdoor activity or work areas, and mechanical equipment in relation to surrounding development

STAFF COMMENT: Outdoor storage is not proposed. A single dumpster enclosure is proposed at the rear of the building.

- d. The hours of operation of the proposed uses

STAFF COMMENT: Hours of Operation are consistent with adjacent B3 uses.

- e. Landscaping, preservation of historic features, and other site amenities

STAFF COMMENT: Landscaping, in particular street trees and expanded sidewalks have been included to provide a more urban feel. The rain garden is expected to add open space to the parcel.

- (4) Impact of traffic. The planned development shall be designed to minimize any adverse impact of traffic generated by the proposed development. Consideration shall be given to the following:

- a. Estimated traffic to be generated by the proposed development
- b. Access to major thoroughfares
- c. Proximity and relation to intersections
- d. Adequacy of driver sight distances
- e. Location of and access to off-street parking
- f. Required vehicular turning movements
- g. Provisions for pedestrian traffic
- h. Access to loading and unloading areas

STAFF COMMENT: The limitation of access to the site from the existing signalized Park Street and the future Lincoln Street will improve vehicular access to the site, and provide for future access to adjacent parcels. Provisions for pedestrian traffic have been accommodated, as well as access for truck and delivery traffic.

- (5) Public services. The proposed type and density of use shall not result in a material increase in the need for public services, facilities, and utilities; including but not necessarily limited to water and sewer services, public roads, fire and police protection, and schools. The proposal shall not place an undue burden upon the subject or surrounding land or property owners and occupants or the natural environment

STAFF COMMENT: The proposed development will not result in a material increase in need for public services if it is well managed through-out its life cycle.

- (6) Compatibility with master plan and this chapter. The proposed development shall be compatible with the adopted city master plan and with the spirit and intent of this chapter.

STAFF COMMENT: The redevelopment meets numerous goals of the Master Plans goals related to redeveloping the Water Street Area including more urban than suburban form, desired uses and carefully defined vehicular and pedestrian access.

- (7) Economic impact. The proposed development shall not result in an unreasonable negative economic impact upon surrounding properties

STAFF COMMENT: As noted, development has been expected on this site since the early 2000s. This will be the first development on the 38 acre city-owned parcel.

- (8) Compliance with applicable regulations. The proposed development shall be in compliance with all applicable federal, state, county, and local laws and regulations

STAFF COMMENT: *The development shall comply with all applicable laws.*

- (9) Phasing. When a project is proposed for construction in phases, the project shall be designed that each phase, when completed, shall be capable of standing on its own in

terms of the presence of services, facilities, and open space; and shall contain the necessary components to ensure protection of natural resources and the health, safety, and welfare of the users of the planned unit development and the occupants of the surrounding area

STAFF COMMENT: No phasing is planned for this project.

Items to be addressed: The proposed project is in substantial compliance with the standards of 122-576.

RECOMMENDATIONS

The proposed Family Dollar is consistent with the Planned Unit Development concept in that it is allowing development of the Water Street Redevelopment Area including redevelopment of the site with commercial uses more urban than suburban in form, and with careful consideration of future development on site. Only nominal flexibility in the below standards is being requested in return. The existing property is currently vacant, and the proposed redevelopment is in line with numerous Master Plan and DDA goals, and will greatly benefit for the Michigan Avenue business district.

Staff recommends that the Planning Commission approve the Planned Unit Development plan and rezoning to PUD based on the following findings:

1. The proposed use is consistent with the PUD concept of providing zoning flexibility in return for material community benefit.
2. The project will develop an acre of the 38 acre city-owned Water Street redevelopment area with retail more urban than suburban in form, and with careful consideration of vehicular and pedestrian access to help accommodate future adjacent development.
3. The proposed use will be consistent with all surrounding uses, in particular to the east.
8. The proposed use will not have an adverse impact on traffic or other public services and infrastructure,
9. The proposed redevelopment meets numerous Master Plan and DDA goals
10. A single exemption is recommended based on zoning guidelines to reduce the number of required parking spaces to a maximum of 24.

The approval of the PUD plan is conditioned on the following items being addressed and reviewed administratively by Planning and Development staff before review by City Council:

1. List all building setbacks on site plan
2. Provide 10' sidewalk along Michigan per development agreement.
3. Remove note that city to pay for sidewalk along Park Street frontage, is applicant responsibility per development agreement
4. Calculate percentage of site landscaped and note on plan
5. Reduce parking spaces to maximum of 24.
6. Provide dimensions for wall signage and elevation including dimensions for monument sign.
7. The proposed sidewalk shall be extended across both driveways. ADA treatment at the drive crossings shall be consistent (per engineering review)
8. ADA curb ramps will be required at Lincoln street per MDOT standards
9. Add bicycle parking to the site (5)
10. Note access easements for drive between Lincoln and Park Streets, including southerly access to remainder parcel
11. Drives should be reduced to 24' or minimum amount to accommodate trucks and fire department. Engineering will approval all sizing of all aprons.
12. Remove note that Lincoln street improvements will be paid for by the city. Lincoln Street improvements are to be done by purchaser per the executed development agreement. West side sidewalk is responsibility of future owner.
13. Street trees required on east side of Lincoln Street frontage per development agreement
14. Concrete curb and gutter is required around all proposed pavement, potentially with spillouts to the east near the rain garden area.
15. Proposed planting list for rain garden shall be required, along with an elevation
16. Pavement cross sections for all proposed pavement must be shown.
17. Other items remaining from engineering letter dated Aug. 9, 2013.
18. Streetlight on Park Street is noted to be relocated by others, confirm that responsibility is with applicant.
19. Indicate locations for parking lot lighting along with photometric plan per Sec. 122-641 and Sec. 122-834 (9).
20. Ensure that vehicles parked in spots facing the building do not overhang the sidewalk, increasing spaces to 20' if necessary
21. Provide building dimensions
22. Final plans to be submitted to MDOT for approval.
23. Small windows with canopies previously included in concept plans along street side frontages not shown. Add to Lincoln Street frontage.

The following waivers are requested under 122-713:

1. Waiver from 3 foot berm requirement between Michigan Ave. and parking lot, to maintain urban form and/or request different treatment.
2. Waiver from foundation planting tree requirements along Michigan and Lincoln Street due to street tree requirement. Relocate required 2 trees on Park street side elsewhere on the site.
3. Request waiver from 122-712 to omit provision of a sprinkler system; note alternate means of keeping landscaping watered.

Teresa Gillotti, Director, Community and Economic Development

Cc: File
Developer: Bill Tippman, Core Resources, LLC
Architect/Engineers: Josh Allen, Morning Star Partners



ARCHITECTS. ENGINEERS. PLANNERS.

August 9, 2013

City of Ypsilanti
Planning and Development Department
One South Huron Street
Ypsilanti, Michigan 48197

Attention: Ms. Teresa Gillotti

Regarding: Family Dollar
Site Plan Review No. 1
OHM Job No. 0094-13-1041

Dear Ms. Gillotti:

The applicant is requesting site plan approval for a Family Dollar on the southwest corner of Park Street and Michigan Avenue. The site plan is dated July 17, 2013. We have reviewed the plans and do not recommend site plan approval from an engineering standpoint. The applicant must address the comments below prior to resubmitting the plans:

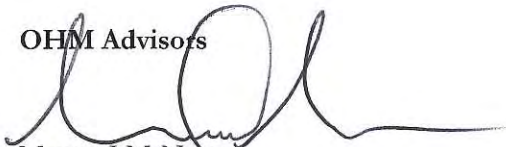
1. The Lincoln Street right-of-way shall be 66-feet wide. We will provide the applicant with a cross section of the required right-of-way improvements.
2. Parking bump-outs shall be provided on the west side of Park Street. The bump out area shall be extended 8-feet west of the existing back of curb. It appears that two parking spaces can be accommodated north and south of the proposed curb cut. The sidewalk along the entire Park Street frontage shall be 6-feet wide.
3. Street trees will be required on Park Street, Michigan Avenue, and the east side of Lincoln Street. We understand Planning and Development will provide the spacing requirements.
4. A truck circulation plan including turning movements for the largest anticipated vehicle shall be provided.
5. The drive width at Park and Lincoln Streets shall be reviewed. The smallest drive throat and radii that accommodate both Fire Department and delivery vehicle needs shall be provided.
6. The proposed sidewalk shall be extended across both driveways. ADA treatment at the drive crossings shall be consistent.
7. Concrete curb and gutter is required around all proposed pavement.
8. Preliminary calculations shall be provided showing storm water runoff volumes and capacity of the proposed storm water collection and conveyance system. We recommend the applicant's engineer contact OHM directly to discuss the storm water requirements for this site.
9. We do not recommend an inverted crown design for the parking lot. All drainage shall be directed to the concrete curb along the perimeter of the site. Spillways can be provided to channel flow to rain garden and bioswale areas. Two-foot diameter inlets with sumps shall be provided at catch basin locations.
10. A cross section of rain garden and proposed planting list shall be provided.
11. We recommend the storm outlet connect to the storm sewer on Park Street.
12. The storm sewer pipe material and size shall be indicated.

13. Sufficient proposed grades shall be provided on the site plan to demonstrate that drainage will be feasible as proposed. The proposed building finish floor grades shall also be indicated.
14. The applicant shall contact YCUA to discuss the appropriate connection points for the service leads.
15. The sidewalk ramps must be updated to be ADA compliant on southwest corner of Park Street and Michigan Avenue.
16. The pavement cross sections for all proposed pavement must be shown.
17. A note shall be added stating that there are no wetlands on the property.
18. An MDOT permit will be required for work within the Michigan Avenue right-of-way.
19. The phone number in the City of Ypsilanti Standard Note number one shall be updated to (734)-483-1421.
20. Loading spaces shall be appropriately labeled.
21. The bearing and distance call out for the north property line is incorrect in the legal description.

If you have any questions please contact me at (734) 522-6711.

Sincerely,

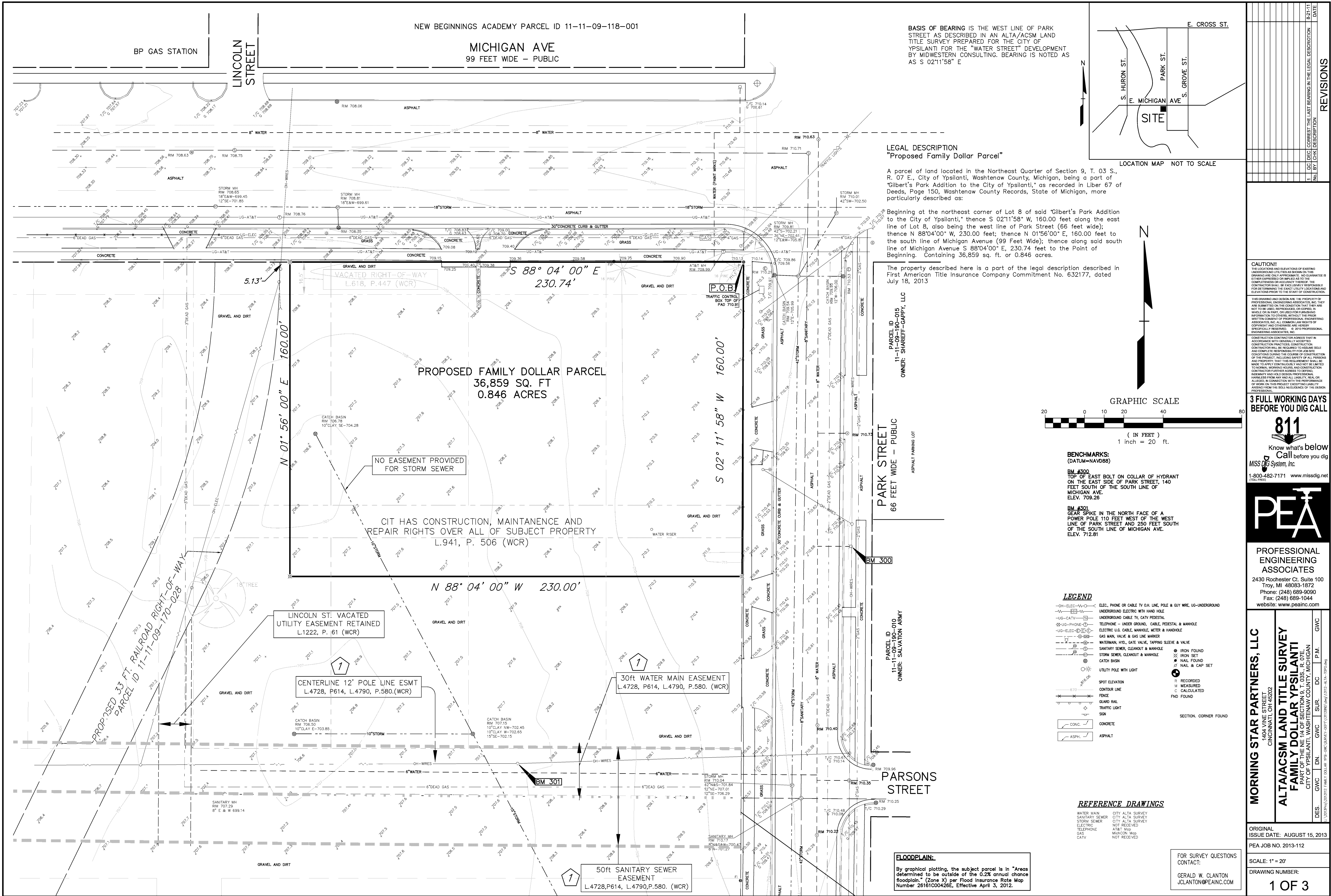
OHM Advisors

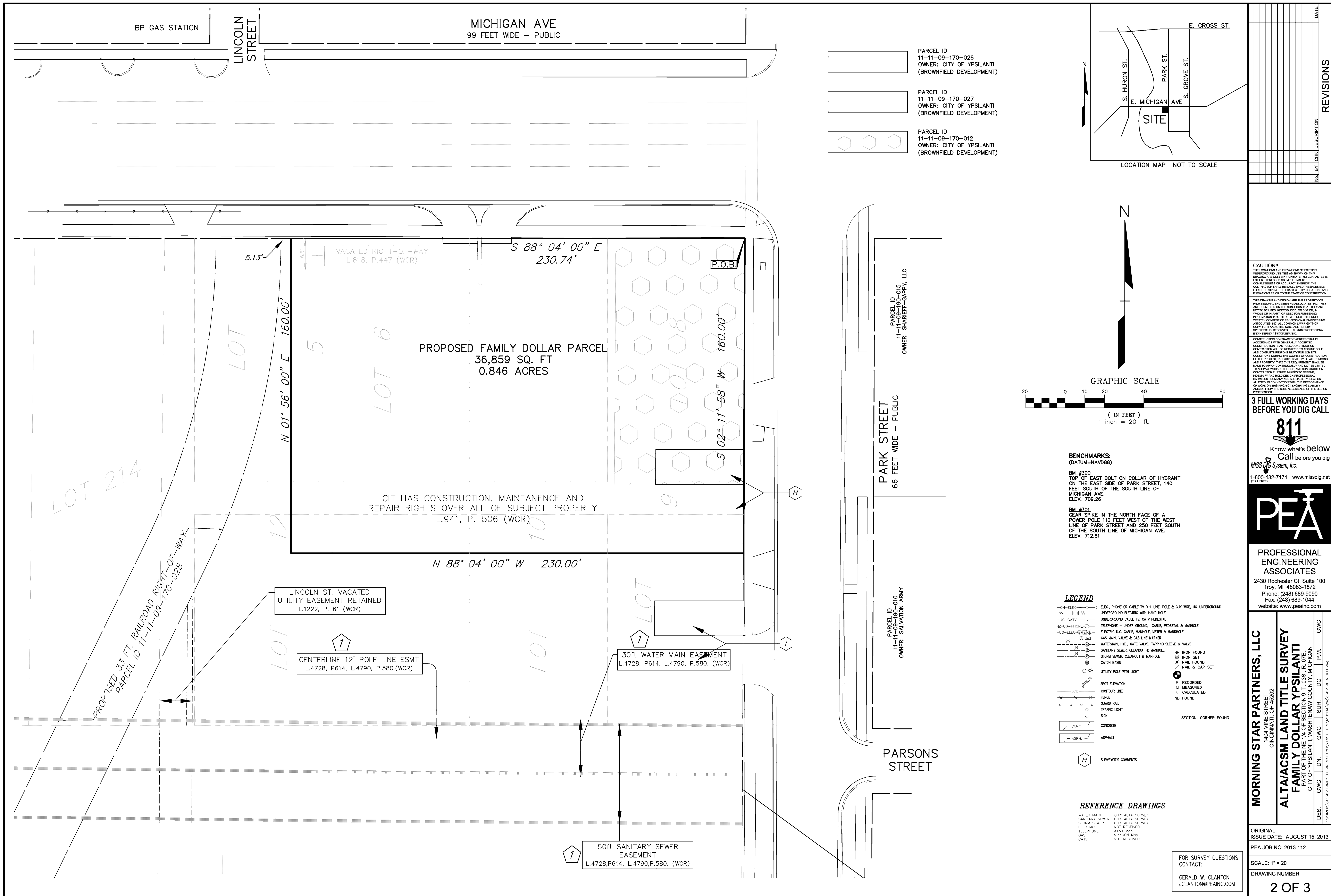


Marcus J McNamara

CC: Stan Kirton, Department of Public Works, One South Huron Street, Ypsilanti, MI 48197
Scott Westover, P.E., YCUA, 2777 State Street, Ypsilanti, MI 48198
File

P:\0000_0100\SITE_YpsilantiCity\2013\0094131040_FamilyDollar\Family Dollar SP 1.docx





(PER FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT #632177, DATED JULY 18, 2013)

Beginning at the Northeast corner of Lot 8 of GILBERT'S PARK ADDITION TO THE CITY OF YPSILANTI, as recorded in Liber 67 of Deeds, Page 150, Washtenaw County Records; thence South 02 degrees 11 minutes 58 seconds West 314.70 feet along the Easterly line of Lots 8 and 9 of said GILBERT'S PARK ADDITION; thence South 02 degrees 39 minutes 49 seconds West 299.48 feet along the Easterly line of the vacated Westerly 33.00 feet of Park Street; thence South 88 degrees 01 minutes 57 seconds East 78.99 feet along the Northerly line of the vacated Park Street and the North line of Lot 234 of the PLAT OF THE ORIGINAL VILLAGE OF YPSILANTI (NOW CITY), as recorded in Transcripts, Page 162, Washtenaw County Records; thence South 01 degrees 58 minutes 03 seconds West 132.00 feet; thence South 88 degrees 01 minutes 57 seconds East 118.25 feet; thence South 02 degrees 17 minutes 49 seconds West 107.43 feet along the West line of Lot 236 of said PLAT OF THE ORIGINAL VILLAGE OF YPSILANTI; thence South 87 degrees 56 minutes 41 seconds East 134.33 feet; thence South 02 degrees 18 minutes 05 seconds West 288.36 feet along the East line of Lot 237 of said PLAT OF THE ORIGINAL VILLAGE OF YPSILANTI; thence North 88 degrees 01 minutes 57 seconds West 2.00 feet along the South line of Lot 237 of said PLAT OF THE ORIGINAL VILLAGE OF YPSILANTI to Reference Point 'A'; thence continuing North 88 degrees 01 minutes 57 seconds West along the South line of Lot 237 of said PLAT OF THE ORIGINAL VILLAGE OF YPSILANTI to the water's edge of Huron River; thence Westerly and Northerly along the water's edge of said Huron River to the Southerly right-of-way line of Michigan Avenue (.99.00 foot Wide); thence South 87 degrees 53 minutes 00 seconds East along the Southerly right-of-way line of said Michigan Avenue to Reference Point 'B'; said Reference point 'B' being the following 18 courses along an intermediate traverse line from aforementioned Reference Point 'A': North 38 degrees 47 minutes 58 seconds West 309.10 feet, North 89 degrees 24 minutes 13 seconds West 40.73 feet, North 58 degrees 14 minutes 51 seconds West 267.16 feet, South 62 degrees 35 minutes 56 seconds West 353.18 feet, South 80 degrees 42 minutes 51 seconds West 87.47 feet, South 65 degrees 35 minutes 56 seconds West 353.18 feet, North 80 degrees 42 minutes 51 seconds West 87.47 feet, North 215 degrees 00 degrees 19 minutes 29 seconds West 106.32 feet, North 32 degrees 12 minutes 59 seconds West 171.50 feet, North 47 degrees 19 minutes 59 seconds West 148.90 feet, North 32 degrees 55 minutes 29 seconds West 89.12 feet, North 33 degrees 40 minutes 02 seconds West 116.79 feet, North 12 degrees 47 minutes 38 seconds West 51.82 feet, North 12 degrees 07 minutes 20 seconds West 169.77 feet, North 02 degrees 07 minutes 22 seconds West 105.96 feet, North 08 degrees 15 minutes 47 seconds East 50.28 feet, North 05 degrees 36 minutes 02 seconds East 200.01 feet and North 15 degrees 54 minutes 30 seconds East 179.31 feet; thence continuing South 87 degrees 53 minutes 00 seconds East 844.06 feet along the Southerly right-of-way line of said Michigan Avenue; thence South 88 degrees 04 minutes 00 seconds East 612.95 feet along the Southerly right-of-way line of said Michigan Avenue, the North line of Lots 214 through 217 of said PLAT OF THE ORIGINAL VILLAGE OF YPSILANTI and the North line of Lots 5 through 8 of said GILBERT'S PARK ADDITION to the Point of Beginning, including all that land contained within the Easterly and Northerly water's edge of the Huron River to the aforementioned intermediate traverse line, Being part of the Northeast 1/4 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan; Lots 5 through 12 of GILBERT'S PARK ADDITION TO THE CITY OF YPSILANTI, as recorded in Liber 67 of Deeds, Page 150, Lots 1 through 25 of FOLLETT'S ADDITION as recorded in Liber 43 of Deeds, Page 490 and Lots 214 through 233 and part of Lots 234 through 237 of the PLAT OF THE ORIGINAL VILLAGE OF YPSILANTI (NOW CITY), as recorded in Transcripts, Page 162, Washtenaw County Records, Michigan.

Tax Item Nos.

11-11-09-160-001
11-11-09-160-002
11-11-09-160-003
11-11-09-160-004
11-11-09-160-005
11-11-09-161-001
11-11-09-161-002
11-11-09-161-003
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11-11-09-161-005
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11-11-09-170-014
11-11-09-170-015
11-11-09-170-016
11-11-09-170-017
11-11-09-170-018

STATUS: VACANT
DISTRICT: B4 GENERAL BUSINESS WITH HISTORIC BUSINESS OVERLAY
PERMITTED USE: RETAIL BUSINESS INTENDED TO SUPPLY COMMODITIES

SOURCE OF INFORMATION:
PERSON CONTACTED:
PHONE/FAX:
EMAIL:

VACANT
B4 GENERAL BUSINESS WITH HISTORIC
RETAIL BUSINESS INTENDED TO SU
ZONING ORDINANCE/CITY PLANNER
TERESA GILLOTTI
734-483-9646 / 734-483-7260
tgilotti@cityofpysilanti.com

MINIMUM LOT AREA : DETERMINED BY USE
MINIMUM FRONTAGE: DETERMINED BY USE
MINIMUM LOT WIDTH: DETERMINED BY USE
MAXIMUM BUILDING COVERAGE: DETERMINED BY USE
MINIMUM SETBACKS:
FRONT DETERMINED BY ESTABLISHED
SIDE (STREET) 30 FT SIDE (INTERIOR)

DETERMINED BY USE
DETERMINED BY USE
DETERMINED BY USE
DETERMINED BY USE

DETERMINED BY ESTABLISHED FRONTAGES
30 FT SIDE (INTERIOR)
0 FT (IF WALLS ARE FIRE RETARDENT)
3 FT (IF WALLS HAVE WINDOWS)
10 FT

	0 FT (IF WALLS ARE FIVE FEET OR MORE THICK)
REAR	3 FT (IF WALLS HAVE VENTILATION)
	10 FT
MAXIMUM BUILDING HT	SIX STORIES OR 75 FEET

PARKING:
REGULAR 1 SPACE PER 200 FT OF GROSS FLOOR AREA
HANDICAP 2 spaces

(PER FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. 6322177 2014 dated August 01, 2013)

1 Terms and Conditions contained in Order Satisfying Judgment and Quieting Title as disclosed by instrument recorded in Liber 4790, page 580. (AS SHOWN)
{Refers to a Consent Judgement recorded in Liber 4728, Page 614}

Items 2-46 are not survey items

Easements shown hereon and recorded in L.618, P.447, L. 941 P. 506, L.1222, P.61 do not directly encumber the subject property. These documents were not a part of Title Commitment No. 632177 prepared by by First American Title Insurance Company.

UTILITIES

STORM SEWER
STAN KIRTON
CITY OF YPSILANTI
DEPARTMENT OF PUBLIC SERVICES
734-483-1421

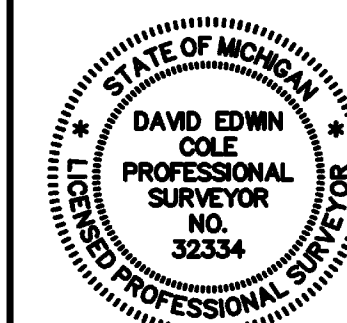
SANITARY SEWER, WATER MAIN
SREE MULLAPUDI, P.E.
YPSILANTI COMMUNITY UTILITIES AUTHORITY
734-484-4600 EXT. 219

ELECTRIC
LAUREN COOK
DTE ENERGY
734-397-4108 OR 734-397-4327

NATURAL GAS
DTE MICHCON
DENNIS SAVAGE
734-544-7826

PHONE
ERIC ARGRAVES
ATT
888-944-0447

ROADS
MICHIGAN DEPARTMENT OF TRANSPORTATION
LARRY DROPIEWSKI
810-225-2629



REVISIONS

CAUTION

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

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Troy, MI 48083-1872
Phone: (248) 689-9090
Fax: (248) 689-1044
website: www.peainc.com

MORNING STAR PARTNERS, LLC
1404 VINE STREET
CINCINNATI OH 45202

ALTA/ACSM LAND TITLE SURVEY

	GWC	DN.	GWC	SUR.	JW	P.M.	G
PART OF THE NE 1/4 OF SECTION 9, T. 03S., R. 07E, CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN							

ORIGINAL
ISSUE DATE: AUGUST 15, 2013

PEA JOB NO. 2013-112

DRAWING NUMBER

3 OF 3

SURVEYOR'S CERTIFICATE:

TO: First American Title Insurance Company
Family Dollar Stores of Michigan, Inc.,
Family Dollar Stores, Inc.
Morning Star Partners, LLC

This is to certify that this map or plot and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2011, and includes Items 1, 2, 3, 4, 5, 8, 11(b), 13, 14, 16-19, 20(a) and 21 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further states that in my professional opinion, as a land surveyor registered in the State of New York, the position and accuracy of this survey does not exceed that which is specified therein. The field work was completed on June 29, 2013.

David E. Cole, PS
Agent for Professional Engineering Associates, Inc
MI P.S. No. 32334

FOR SURVEY QUESTIONS
CONTACT:

GERALD W. CLANTON
JCLANTON@PEAINC.COM

BENCHMARKS:
(DATUM=NAVD88)

BM #300
TOP OF EAST BOLT ON COLLAR OF HYDRANT
ON THE EAST SIDE OF PARK STREET, 140
FEET SOUTH OF THE SOUTH LINE OF
MICHIGAN AVE.
ELEV. 709.26

BM #301
GEAR SPIKE IN THE NORTH FACE OF A
POWER POLE 110 FEET WEST OF THE WEST
LINE OF PARK STREET AND 250 FEET SOUTH
OF THE SOUTH LINE OF MICHIGAN AVE.
ELEV. 709.81

MICHIGAN AVE
99 FEET WIDE - PUBLIC

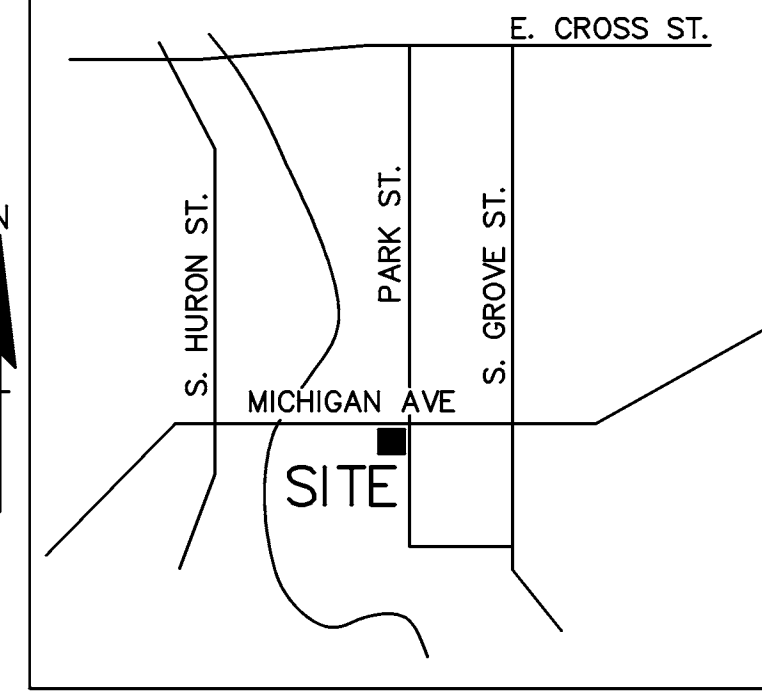
BULK AREA REQUIREMENTS

LOCATION:	SW CORNER OF MICHIGAN AVE AND PARK STREET CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN
ZONE:	B4 - GENERAL BUSINESS, E - OVERLAY TO PUD
USE:	RETAIL SALES
BUILDING INFORMATION:	
GROUND FLOOR AREA	8,320 SF (EXTERIOR FACE)
USABLE FLOOR AREA (65% GFA)	5,408 SF
BUILDING HEIGHT	20.5 FT
NUMBER OF FLOORS	ONE
ITEM	PROVIDED
LOT AREA	36,859 S.F.
LOT FRONTAGE	230.74 FT & 160.00 FT
BUILDING HEIGHT	20.5 FT

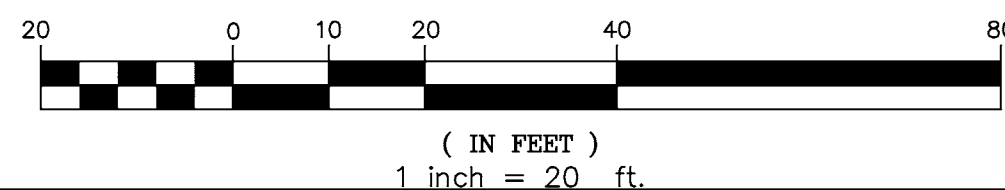
PROPOSED PAVING LEGEND

	CONCRETE SIDEWALK
	STANDARD DUTY ASPHALT
	HEAVY DUTY ASPHALT
	8" FIBER MESH REINFORCED CONCRETE PAVEMENT

N



GRAPHIC SCALE



GENERAL NOTES:

THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.

- ALL DIMENSIONS SHOWN ARE TO BACK OF CURB, FACE OF SIDEWALK, OUTSIDE FACE OF BUILDING, PROPERTY LINE, CENTER OF MANHOLE/CATCH BASIN OR CENTERLINE OF PIPE UNLESS OTHERWISE NOTED.
- ANY WORK WITHIN THE MICHIGAN AVE AND/OR PARK ST RIGHTS-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF YPSILANTI, AND SHALL NOT BEGIN UNTIL ALL NECESSARY PERMITS HAVE BEEN ISSUED FOR THE WORK.
- BUILDING DIMENSIONS SHOWN ON THESE CIVIL ENGINEERING PLANS ARE FOR REFERENCE ONLY. REFER TO THE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR EXACT BUILDING DIMENSIONS.
- ALL DISTURBANCES INCURRED TO ANY ADJOINING PROPERTY DUE TO CONSTRUCTION OR DEMOLITION SHALL BE RESTORED TO THE PREVIOUS CONDITION OR BETTER, AND TO THE SATISFACTION OF THE OWNER, MUNICIPALITY OR STATE AUTHORITY.
- PROPERTY LINE AND RIGHT-OF-WAY MONUMENTS SHALL NOT BE DISTURBED BY CONSTRUCTION. IF DISTURBED, THEY SHALL BE RESET TO THEIR ORIGINAL LOCATIONS AT THE CONTRACTOR'S EXPENSE BY A REGISTERED LAND SURVEYOR.
- PROOF ROLL BUILDING AND ALL PARKING AREAS. NOTIFY OWNER OR CONSTRUCTION MANAGER OF ANY UNACCEPTABLE AREAS.
- THE CONTRACTOR SHALL PROVIDE AS-BUILT RECORDS OF ALL CONSTRUCTION (INCLUDING UNDERGROUND UTILITIES) TO FAMILY DOLLAR, THE CITY OF YPSILANTI, AND WASHTENAW COUNTY (AS REQUIRED) AT THE END OF CONSTRUCTION.
- REFER TO DETAIL SHEETS ON-SITE PAVING DETAILS, AND OTHER SITE DETAILS.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF YPSILANTI AND WASHTENAW COUNTY CURRENT STANDARDS AND REGULATIONS.
- THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND/OR THE AUTHORITY HAVING JURISDICTION 3 BUSINESS DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION UNLESS OTHERWISE DIRECTED.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ADJUST THE TOP OF ALL EXISTING AND PROPOSED STRUCTURES (MANHOLES, CATCH BASINS, INLETS, GATE WELLS ETC.) WITHIN GRADED AND/OR PAVED AREAS TO FINAL GRADE SHOWN ON THE PLANS. ALL SUCH ADJUSTMENTS SHALL BE INCIDENTAL TO THE JOB AND WILL NOT BE PAID FOR SEPARATELY.
- CHAPTER 14 OF THE IFC (FIRE SAFETY DURING CONSTRUCTION) SHALL BE ADHERED TO DURING ALL CONSTRUCTION ACTIVITIES FOR THIS PROJECT.

STORMWATER MANAGEMENT PLAN:

PER THE CITY ENGINEER ON AUGUST 20, 2013, THE SITE WILL BE REQUIRED TO TREAT FIRST FLUSH AND THEN BE RELEASED TO THE PARK STREET STORM SEWER TO OUTLET TO THE HURON RIVER BEFORE THE RUNOFF UPSTREAM OF THE SITE ENTERS THE PARK STREET SEWER AND HURON RIVER.

FIRST FLUSH VOLUME:

THE FIRST FLUSH STORE IS DEFINED AS THE FIRST 0.5" OF RAIN OVER THE ENTIRE WATERSHED:

$$V_f = (0.5") \left(\frac{1}{12} \right) \left(\frac{43,560 \text{ ft}^2}{100} \right) AC$$
$$V = [(0.5") \left(\frac{1}{12} \right) \left(\frac{43,560 \text{ ft}^2}{100} \right) (0.8ac) (0.75)] (1815) (0.8) (0.75)$$
$$V = 1089$$

STORAGE PROVIDED:

ELEVATION	AREA (sf)	DEPTH	VOLUME (cf)	TOTAL VOLUME (cf)
708	1566	1 ft	1258	1951
707	950	1 ft	693	693
706	436	1 ft		

LEGEND

● IRON FOUND	● BRASS PLUG SET	● SEC. CORNER FOUND
⊗ IRON SET	● MONUMENT FOUND	● RECORDED
● NAIL FOUND	● MONUMENT SET	● MEASURED
● NAIL & CAP SET		● CALCULATED
EXISTING	PROPOSED	
— OH-ELEC—W—	ELEC. PHONE OR CABLE TV OH LINE, POLE & GUY WIRE	
— OH-CATV—	UNDERGROUND CABLE TV, CATV, PEDESTAL	
— OH-PHONE—	TELEPHONE U.S. CABLE, PEDESTAL, & MANHOLE	
— OH-ELEC—E—	ELECTRIC U.S. CABLE, MANHOLE, METER & HANDHOLE	
— OH-ELEC—E—	GAS MAIN, VALVE & GAS LINE MARKER	
— OH-ELEC—E—	WATERMAIN, HYD. GATE VALVE, TAPPING SLEEVE & VALVE	
— OH-ELEC—E—	SANITARY SEWER, CLEANOUT & MANHOLE	
— OH-ELEC—E—	STORM SEWER, CLEANOUT & MANHOLE	
— OH-ELEC—E—	COMBINED SEWER & MANHOLE	
— OH-ELEC—E—	CATCH BASIN	
— OH-ELEC—E—	INLET (NO INCOMING LINES)	
— OH-ELEC—E—	YARD DRAIN (2" DIA. & SMALLER)	
— OH-ELEC—E—	POST INDICATOR VALVE	
— OH-ELEC—E—	WATER VALVE BOX/HYDRANT WATER BOX, SERVICE SHUTOFF	
— OH-ELEC—E—	MALBOX, TRANSFORMER, IRRIGATION CONTROL VALVE	
— OH-ELEC—E—	UNIDENTIFIED STRUCTURE	
— OH-ELEC—E—	SPOT ELEVATION	
— OH-ELEC—E—	AS BUILT ELEVATION	
— OH-ELEC—E—	CONTOUR LINE	
— OH-ELEC—E—	FENCE	
— OH-ELEC—E—	GUARD RAIL	
— OH-ELEC—E—	STREET LIGHT	
— OH-ELEC—E—	SEN	
— OH-ELEC—E—	CONC.	CONCRETE
— OH-ELEC—E—	ASPH.	ASPHALT
— OH-ELEC—E—	WETLAND	WETLAND
— OH-ELEC—E—	GRAVEL SHOULDER	GRAVEL SHOULDER
— OH-ELEC—E—	WATER MAIN	CITY ALTA SURVEY
— OH-ELEC—E—	SANITARY SEWER	CITY ALTA SURVEY
— OH-ELEC—E—	STORM SEWER	CITY ALTA SURVEY
— OH-ELEC—E—	ELECTRIC	NOT RECEIVED
— OH-ELEC—E—	AT&T	NOT RECEIVED
— OH-ELEC—E—	TELEPHONE	NOT RECEIVED
— OH-ELEC—E—	GAS	NOT RECEIVED
— OH-ELEC—E—	CATV	NOT RECEIVED

REFERENCE DRAWINGS

WATER MAIN	CITY ALTA SURVEY
SANITARY SEWER	CITY ALTA SURVEY
STORM SEWER	CITY ALTA SURVEY
ELECTRIC	NOT RECEIVED
AT&T	NOT RECEIVED
TELEPHONE	NOT RECEIVED
GAS	NOT RECEIVED
CATV	NOT RECEIVED

MORNING STAR PARTNERS, LLC

SITE PLAN

FAMILY DOLLAR YPSILANTI

PART OF THE NE 1/4 OF SECTION 8, T. 05S., R. 07E.,
CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

ORIGINAL

ISSUE DATE: JULY 17 2013

PEA JOB NO. 2013-112

SCALE: 1" = 20'

DRAWING NUMBER:

S-02

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Phone: (248) 689-9090
Fax: (248) 689-1044
website: www.peainc.com

MORNING STAR PARTNERS, LLC

SITE PLAN

FAMILY DOLLAR YPSILANTI

PART OF THE NE 1/4 OF SECTION 8, T. 05S., R. 07E.,
CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

ORIGINAL

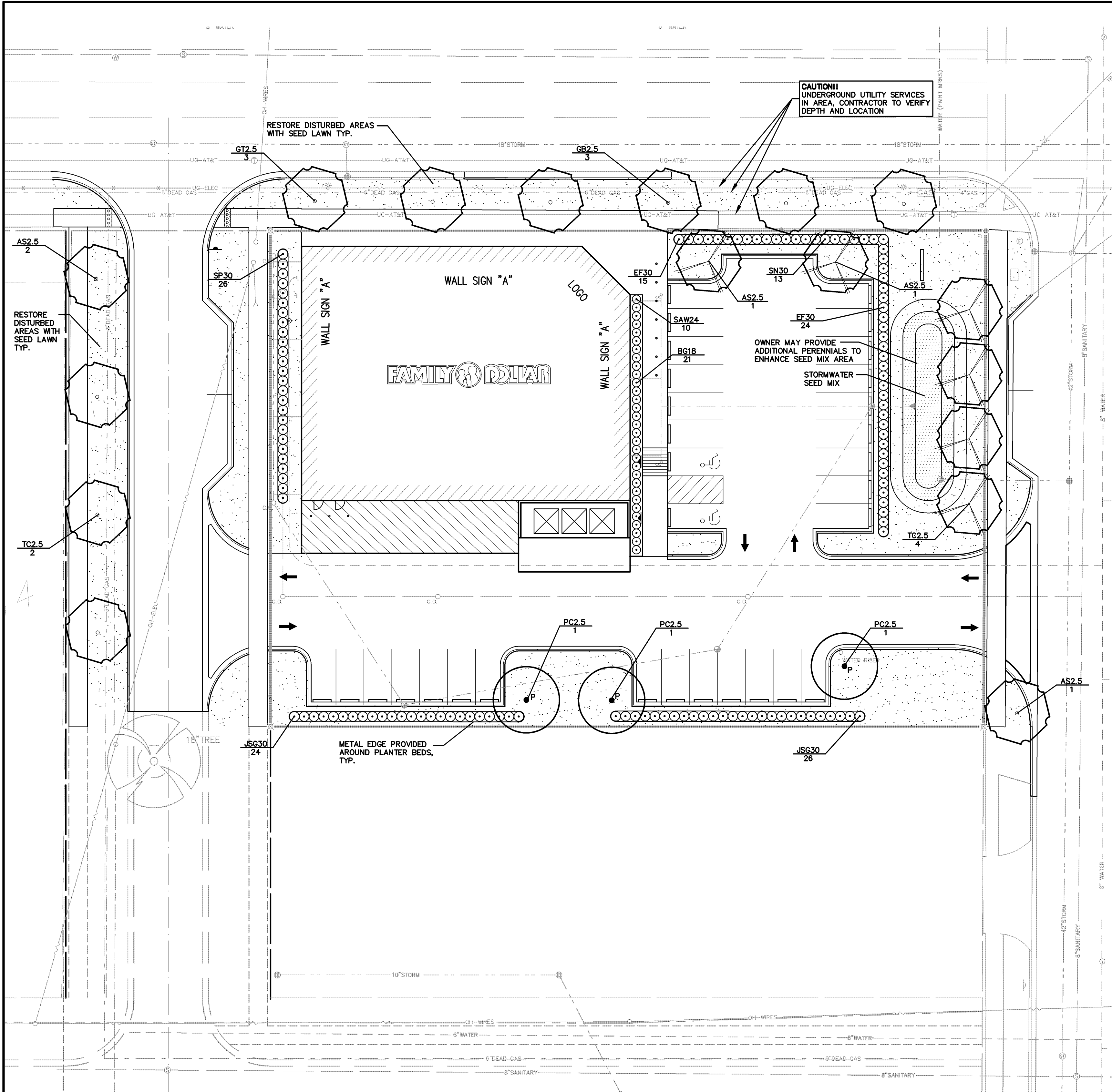
ISSUE DATE: JULY 17 2013

PEA JOB NO. 2013-112

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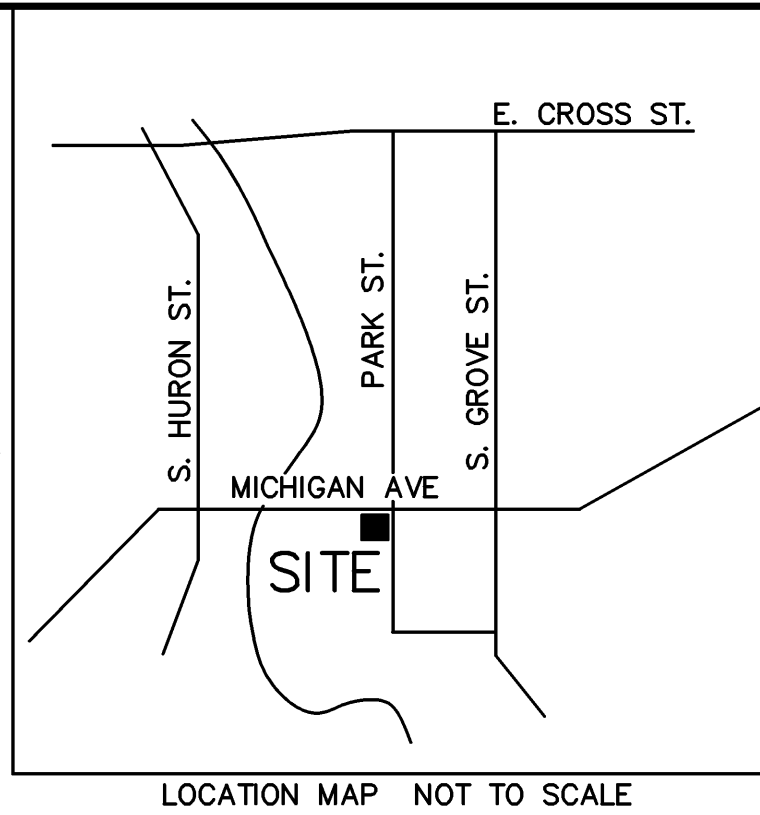
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S-02

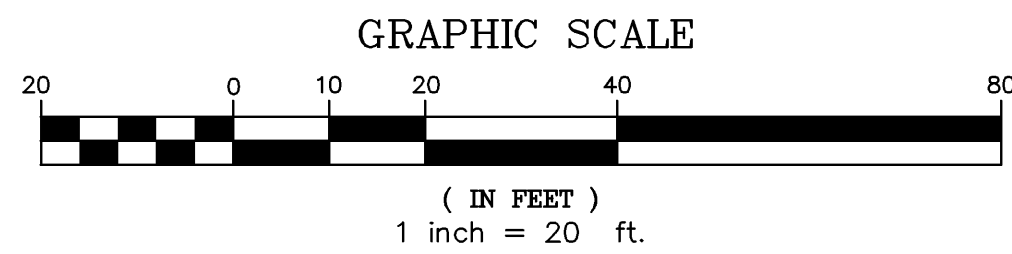


GENERAL LANDSCAPE NOTES:

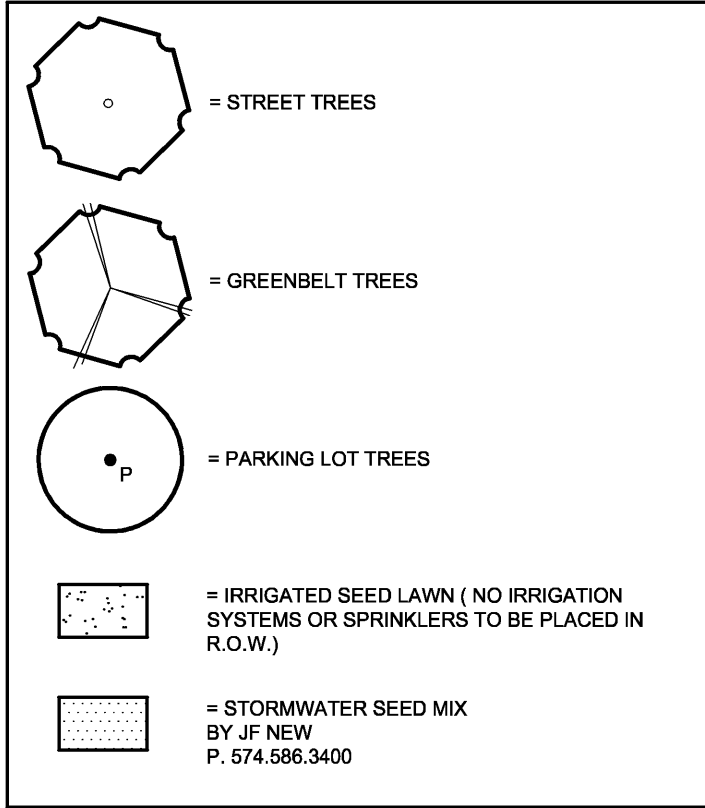
- Landscape contractor shall visit site, inspect existing site conditions and review proposed planting and related work. In case of discrepancy between plan and plant list, plan shall govern quantities. Contact Landscape Architect with any concerns.
- Contractor shall verify locations of all on site utilities prior to beginning construction on his/her phase of work. Electric, gas, telephone, cable television may be located by calling MISS DIG 1-800-482-7171. Any damage or interruption of services shall be the responsibility of Contractor. Contractor shall coordinate all related activities with other trades on the job and shall report any unacceptable job conditions to Owner's Representative prior to commencing.
- All plant material to be premium grade nursery stock and shall satisfy American Association of Nurserymen standard for Nursery Stock. All landscape material shall be Northern Grown, No. 1 Grade.
- Contractor is responsible for verifying all quantities shown on landscape plan prior to pricing the work.
- The owner's representative reserves the right to reject any plant material not meeting specifications.
- All single stem shade trees to have straight trunks and symmetrical crowns.
- All single trunk shade trees to have a central leader; trees with forked or irregular trunks will not be accepted.
- All multi stem trees shall be heavily branched and have symmetrical crowns. One sided trees or those with thin or open crowns shall not be accepted.
- All evergreen trees shall be heavily branched and full to the ground, symmetrical in shape and not sheared for the last five growing seasons.
- All trees to have clay or clay loam balls, trees with sand balls will be rejected.
- No machinery is to be used within the drip line of existing trees. Hand grade all lawn areas within the drip line of existing trees.
- All tree locations shall be staked by Landscape Contractor and are subject to the approval of the landscape Architect prior to installation of the plant material.
- It is mandatory that positive drainage is provided away from all buildings.
- All planting beds shall receive 3\"/>
- All landscaping shall be maintained in a healthy, neat, and orderly appearance free from refuse and debris. All unhealthy and dead plant material shall be replaced immediately upon notice from the Building Official. The plantings shall be replaced at the beginning of the next planting season, if season is not appropriate for planting.
- All required landscape plantings shall be guaranteed for a period of one (1) year and those which are diseased or dead must be replaced in conformance with the approved landscape plan. Replacement trees and shrubs shall be of the same species and size as those removed.
- See specifications for additional comments, requirements, planting procedures and warranty standards.
- All trees and shrubs to be planted in mulch beds with edge strips to separate turf grass areas.
- Any landscape areas disturbed by construction shall be scarified to a depth of 2\", graded smooth to allow for positive drainage. For any landscape area so designated to remain whether on or off site, remove weeds, rocks, construction items, etc., scarify area, re-seed and fertilize. All R.O.W. curb and gutters are to be cleaned of debris.
- Finished grade in landscape islands shall be installed so that they are 1\"/>
- Grass and irrigation to extend to property lines. No irrigation sprinklers or systems to be placed in R.O.W.
- Install pipe sleeves where irrigation lines cross or are under pavement. All sleeves shall be twice the diameter of the pipe(s) it houses.
- The contractor shall be responsible for hand watering the sod lawn in the R.O.W. where there is no irrigation coverage until the lawn is fully established as defined by a minimum of three mowings and once the sod has completely rooted to the soil below. The sod will be covered by the one year warranty.
- Landscape Substitutions: Any substitutions of plant material from the approved site plan will be approved by the Planning Department Prior to installation.
- Living Plant Material - All Areas not occupied by building, pavement or storage shall be landscaped with living plant material. Stones shall not be used as ground cover.
- Above Ground Utilities, if locations are unknown - "future locations and landscape screening will be reviewed and approved by both the Building and Planning Departments prior to installation"
- The proposed landscape plantings shall be installed between April 15th to June 15th or Sept. 1st to November 1st.



LOCATION MAP NOT TO SCALE



KEY:



DECIDUOUS TREE PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
5	AS2.5	Sugar Maple	<i>Acer saccharum</i> 'Green Mountain'	2.5" Cal.	B&B
3	GB2.5	Ginkgo	<i>Ginkgo biloba</i>	2.5" Cal.	B&B
3	GT2.5	Skyline Honeylocust	<i>Gleditsia triacanthos</i> 'Skyline'	2.5" Cal.	B&B
3	PC2.5	Cleveland Select Pear	<i>Pyrus calleryana</i> 'Cleveland Select'	2.5" Cal.	B&B
6	TC2.5	Greenspire Linden	<i>Tilia cordata</i> 'Greenspire'	2.5" Cal.	B&B

SHRUB PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
21	BG18	Green Gem Boxwood	<i>Buxus x 'Green Gem'</i>	18" Ht.	Cont.
39	EF30	Green Lane Euonymus	<i>Euonymus fortunei</i> 'Green Lane'	30" Ht.	Cont.
50	JSG30	Sea Green Juniper	<i>Juniperus ch. 'Sea Green'</i>	30" Ht.	Cont.
10	SAW24	Anthony Waterer Spirea	<i>Spiraea x bum. 'Anthony Waterer'</i>	24" Ht.	Cont.
13	SN30	Snowmound Spirea	<i>Spiraea nipponica</i>	30" Ht.	Cont.
26	SP30	Miss Kim Lilac	<i>Syringa patula 'Miss Kim'</i>	30" Ht.	Cont.

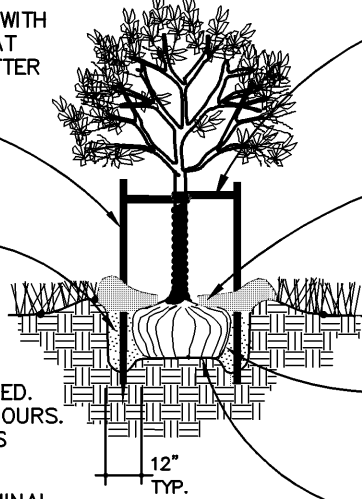
NOTE: PLANT SO THAT TOP OF ROOT BALL IS FLUSH TO GRADE OR 1-2" HIGHER IF IN POORLY DRAINED SOILS.

NOTE: SECURE TREE WRAP WITH BIODEGRADABLE MATERIAL AT TOP & BOTTOM. REMOVE AFTER FIRST WINTER.

3 - 2" x 2" HARDWOOD STAKES DRIVEN (MIN. 18") FIRMLY INTO SUBGRADE PRIOR TO BACKFILLING. SPECIFIED PLANTING MIX, WATER & TAMP TO REMOVE AIR POCKETS. AMEND SOIL PER SITE CONDITIONS AND TREE REQUIREMENTS.

NOTE: STAKING AS REQUIRED. STAKE PLANTS WITHIN 24 HOURS. REMOVE STAKE AND STRAPS AFTER 1 GROWING SEASON.

NOTE: DO NOT PRUNE TERMINAL LEADER PRUNE ONLY DEAD BROKEN BRANCHES.



WITH 2"-3" WIDE FABRIC STRIPS, CONNECT FROM TREE TO STAKE. REMOVE AFTER ONE (1) YEAR, ALLOW FOR FLEXIBILITY. (DO NOT USE WIRE & HOSE). SHREDDED HARDWOOD BARK MULCH TO DRILLING. 3" DEEP AND LEAVE 3" CIRCLE OF BARE SOIL AROUND TREE TRUNK. DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK. FORM SAUCER AROUND PLANT PIT.

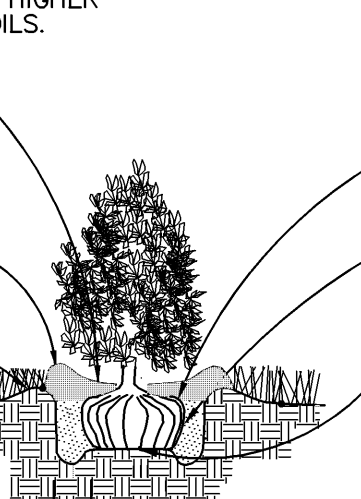
REMOVE ALL BURLAP FROM TOP 1/3 OF ROOTBALL. DISCARD ALL NON-BIODEGRADABLE MATERIAL OFF-SITE. PLACE ROOTBALL ON UNEXCAVATED OR TAMPED SOIL.

NOTE: PLANT SO THAT TOP OF ROOTBALL IS EVEN WITH THE FINISHED GRADE OR 1-2" HIGHER IF IN POORLY DRAINED SOILS.

SHREDDED HARDWOOD BARK MULCH. REMOVE UPPER 1/3 OF BURLAP FROM ROOTBALL. DO NOT PLACE MULCH IN CONTACT WITH TRUNK. SPECIFIED PLANTING MIX, WATER & TAMP TO REMOVE AIR POCKETS. FORM SAUCER WITH 4" CONTINUOUS RIM.

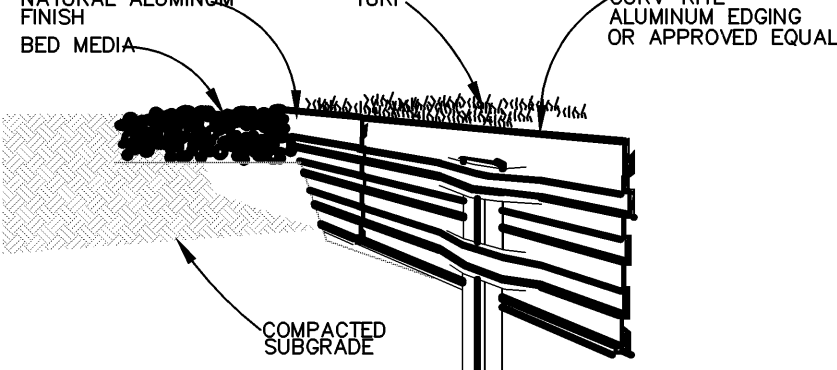
FINISH GRADE

NOTE: DO NOT COVER TOP OF ROOT BALL WITH SOIL. REMOVE UPPER 1/3 OF BURLAP FROM ROOTBALL. REMOVE ALL NON-BIODEGRADABLE MATERIALS FROM THE ROOTBALL. PLACE ROOTBALL ON UNEXCAVATED OR TAMPED SOIL.



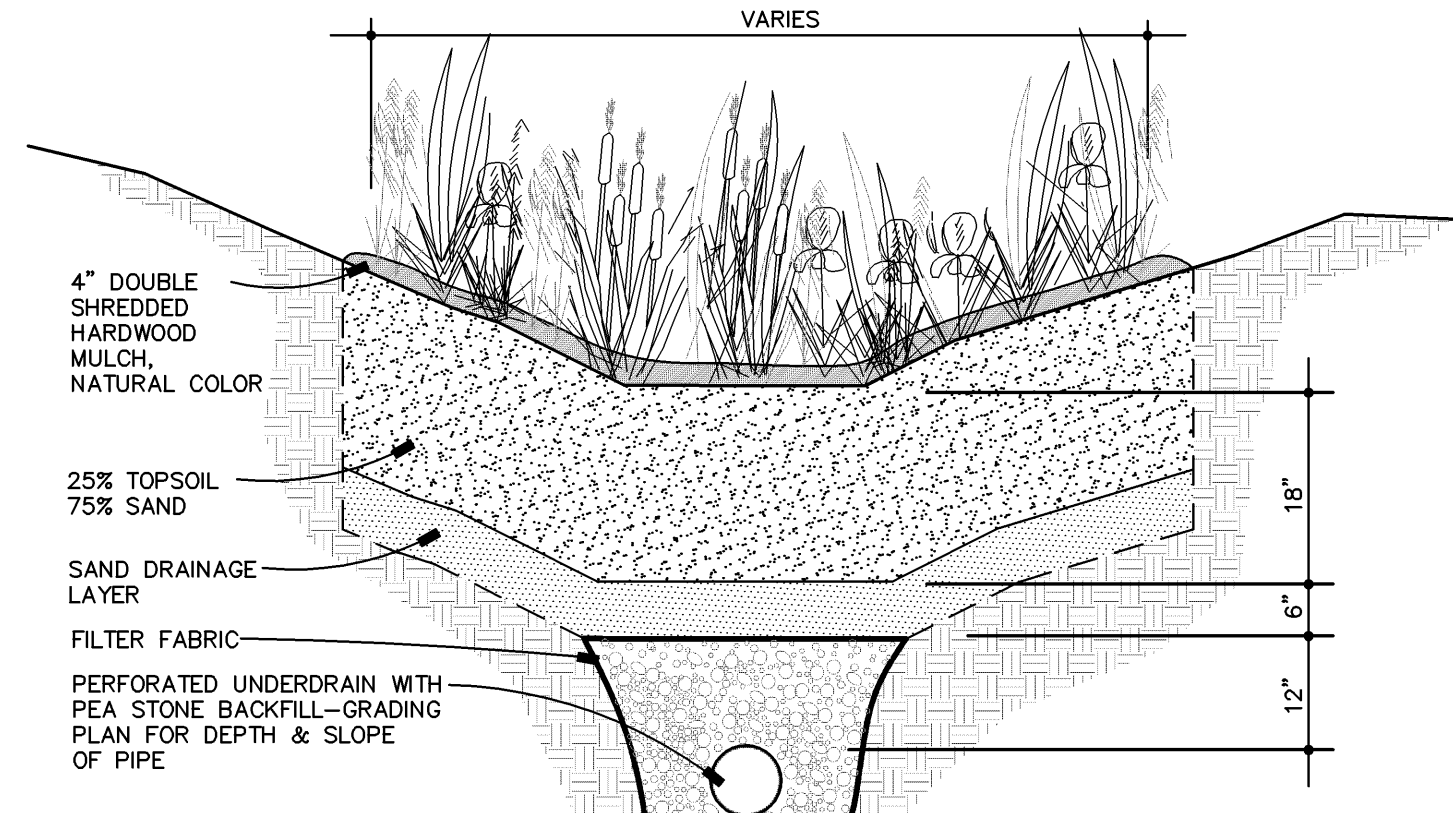
NOTE: DO NOT COVER TOP OF ROOT BALL WITH SOIL.

REMOVE UPPER 1/3 OF BURLAP FROM ROOTBALL. REMOVE ALL NON-BIODEGRADABLE MATERIALS FROM THE ROOTBALL. PLACE ROOTBALL ON UNEXCAVATED OR TAMPED SOIL.



SPECIFICATION FOR LANDSCAPE BED EDGING

LANDSCAPE BED EDGING SHALL BE CURV-RITE DESIGN 2 (CR02) AS MANUFACTURED BY CURV-RITE INC. WAYLAND, MICHIGAN 1 - 800 368 - 2878. EIGHT (8) OR SIXTEEN (16) FOOT SECTIONS SHALL BE USED WITH ONE STAKE PER (38) INCHES OF EDGING. EDGING SHALL BE ALUMINUM ALLOY 6063 - T6 WITH STAKES BEING 6061 - T6. STAKE SHALL SECURELY ENGAGE EDGING AND SHALL BE ENTIRELY BELOW TOP SURFACE OF EDGING. EDGING SHALL HAVE A MINIMUM OF (2) INCHES OF INTERLOCKING OVERLAP BETWEEN SECTIONS. INSTALL AS PER MANUFACTURER'S SPECIFICATIONS WITH TOP OF EDGING 1/4" TO 1/2" ABOVE COMPACTED FINISH GRADE. FINISH GRADE TO BE COMPACTED ON EITHER SIDE OF EDGING TO MAINTAIN STABILITY.



BIOSWALE - TYPICAL CROSS SECTION

NOT TO SCALE

REVISIONS

NO.	BY	CHK	DESCRIPTION	DATE
1	RMS	RCW	PER CITY REVIEWS 5-9-13	

CAUTION!!

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

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CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THE REQUIREMENT SHALL BE MADE TO APPLY CONTRACTUALLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, ROBERTS AND HOLD DESIGN PROFESSIONAL, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

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MORNING STAR PARTNERS, LLC

1404 VINE STREET
CINCINNATI, OH 45202

LANDSCAPE PLAN
FAMILY DOLLAR YPSILANTI
PART OF THE NE 1/4 OF SECTION 8, T. 03S. R. 07E. CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

DES. KPR DN KPR SUR. GWC KPR ROW
DATE: 07/16/2013 2:03 PM
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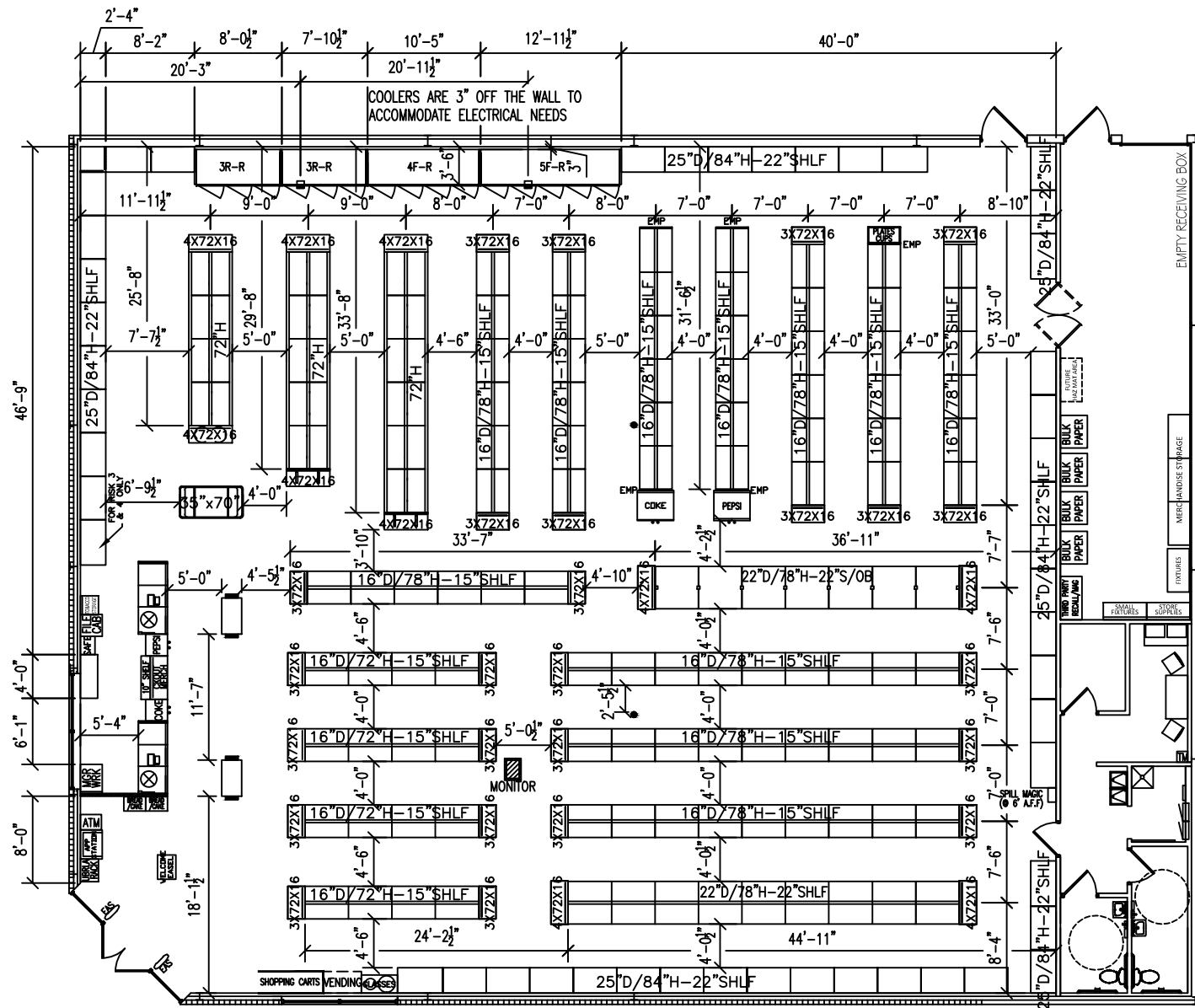
ISSUE DATE: JULY 17 2013

PEA JOB NO. 2013-112

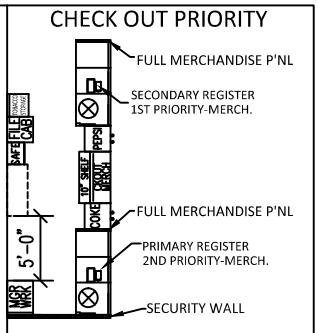
SCALE: 1" = 20'

DRAWING NUMBER:

L1.00



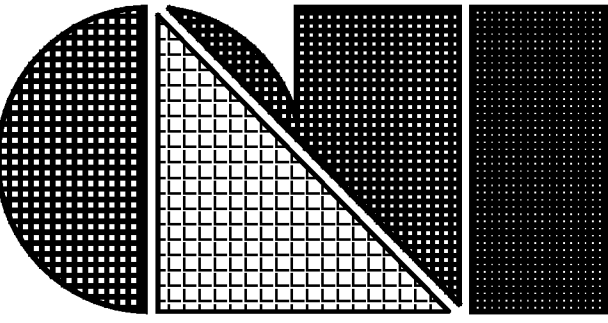
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POWER POLE LIST		
TYPE	ITEM #	QTY
CHECKOUT - 15'	8029529	#
APP STATION - 15'	8029529	1
PRICE CKR - 15'	8029529	#
aisle - 8'	8029487	2
COKE - 8'	8029487	#
PEPSI-8'	8029487	#
ATM - 15'	8029529	#
MGR WRK STAT-15'	8029529	#

REVISED 12/17/12

STORE NUMBER	PROJECT NUMBER	LOCATION	FORMAT	CALENDAR	TOTAL SQ FT	SALES SQ FT	AA	HISPANIC	CEILING HEIGHT	U BOAT COUNT	AGS	RISK CLASS	SALES PROJECTION	DRAWN BY	PROJECT MANAGER	DATE	FIXTURE & HARDWARE PLAN		REVISIONS	
																	10401 MONROE ROAD MATTHEWS, NC 28105	SENIOR PROJECT SUPERVISOR:	80 X 104 CORNER- 8320	
829		CHARLOTTE, NC	CR3	7/7/2012	8,553	7,313	HIGH	MEDIUM	10'-6"	25	364	2	\$1,668,580	AMP	None Provided	5/22/2012	CONFIDENTIAL - FAMILY DOLLAR USE ONLY	ANY QUESTIONS CONCERNING FIXTURES AND/OR ADJACENCIES PLEASE CONTACT: THERESA HOOD: (800) 547-0359 EXT. 2805		



C.L. Helt, Architect Inc.

1136 Greenwood Cliff
Charlotte, NC 28204

Ph. 704-342-1686
Fx. 704-343-0054
E-MAIL TIMJ @ CLHELT.COM

ARCHITECT'S PROJECT # 13160

Project #
FAMILY DOLLAR
FOR
Morning Star Partners, LLC
East Michigan Ave.
Ypsilanti, MI
DESIGN BASED ON 2012-04 FD PROTOTYPE

Sheet Description #
**ELEVATIONS /
EXTERIOR FINISH
SCHEDULE**

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C. L. HELT ARCHITECT INC., AND OR
CHESTER LEROY HELT, ARCHITECT

Drawn By :

Checked By :

Revisions :

1
2
3
4

Seal

Date :

7/22/13

Sheet No.

A-2

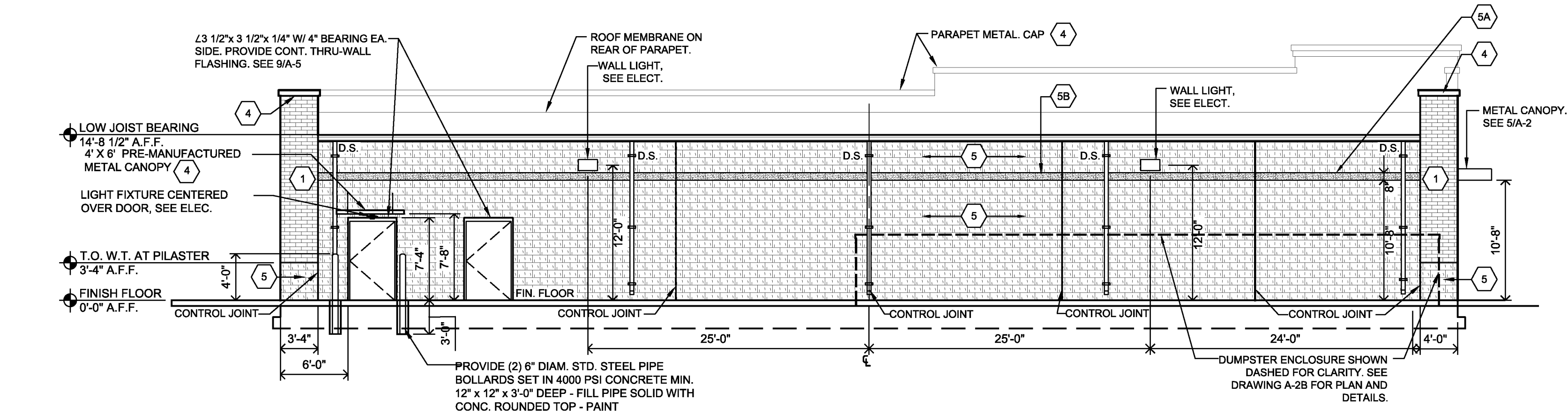
EXTERIOR FINISH SCHEDULE

MATERIALS ARE TO BE APPROVED BY FAMILY DOLLAR STORE. COLORS ARE CRITICAL AND MUST BE APPROVED BY FAMILY DOLLAR STORE REPRESENTATIVE IF THEY DIFFER FROM THE SHERWIN WILLIAMS COLORS SHOWN BELOW.

NO.	AREA	TYPE	COATS	COLOR
1	FOUNDRY BRICK 8" ARCHITECTURAL CONCRETE MASONRY UNITS (BRICK LOOK)			CHIANTI
2	METAL CANOPY	MAPES OR EQUAL	PRE-FINISHED	MATCH VP COLOR "PATRIOT RED" OR SHERWIN WILLIAMS SW 4081 "SAFETY RED"
3	STUCCO / EIFS OVER SMOOTH FACE CMU. SEE SECTION DETAILS ON DRAWING A-3A			SHERWIN WILLIAMS MATCHING COLOR SW 6122 "CAMELBACK"
4	DOORS, GUTTERS, MTL. TRIM & PARAPET CAP		PRE-FINISHED	SHERWIN WILLIAMS MATCHING COLOR SW 6122 "CAMELBACK"
5	SPLIT FACED CMU	EXTERIOR LATEX	2	SHERWIN WILLIAMS MATCHING COLOR SW 6122 "CAMELBACK"
5A	SMOOTH FACED CMU	EXTERIOR LATEX	2	CHIANTI
6	STEEL BOLLARDS	EXTERIOR LATEX	2	MATCH SHERWIN WILLIAMS SW 4081 "SAFETY RED"

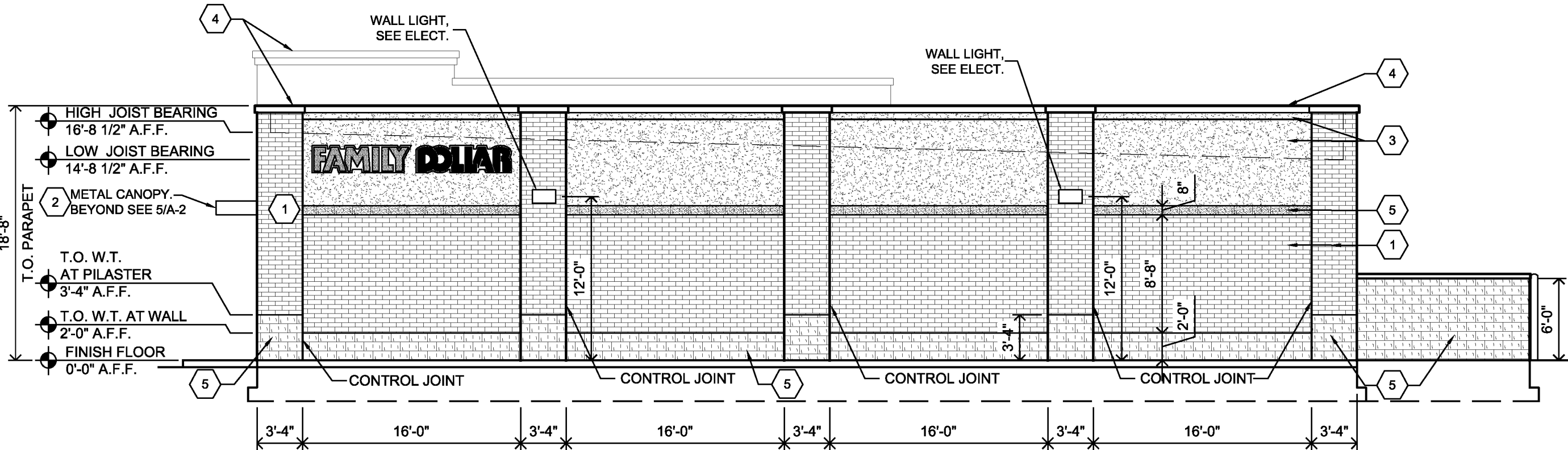
EXTERIOR FINISH NOTES:

- APPLY MASONRY BLOCK FILLER TO CONCRETE BLOCK PRIOR TO FINISH PAINTING.
- G.C. OR PAINT CONTRACTOR MUST NOTIFY LOCAL SHERWIN WILLIAMS DEALER THAT PAINT IS BEING PURCHASED FOR A FAMILY DOLLAR STORE AND PROVIDE SHERWIN WILLIAMS DEALER WITH STORE LOCATION.



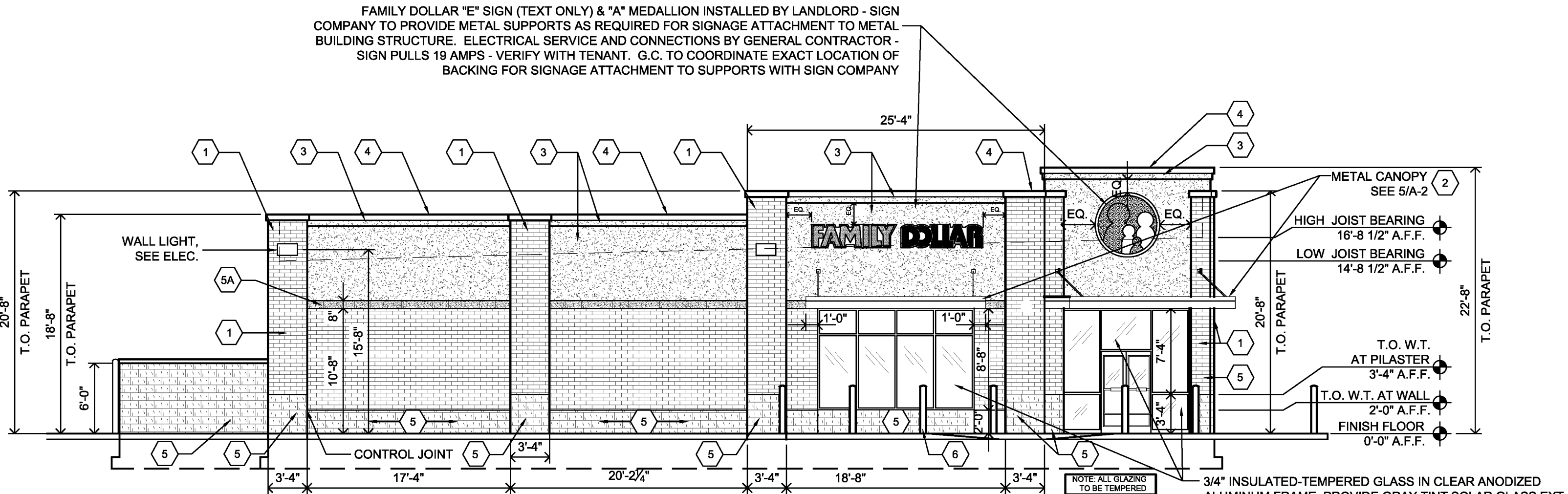
1 REAR ELEVATION

A-2 SCALE = 1/8" = 1'-0"



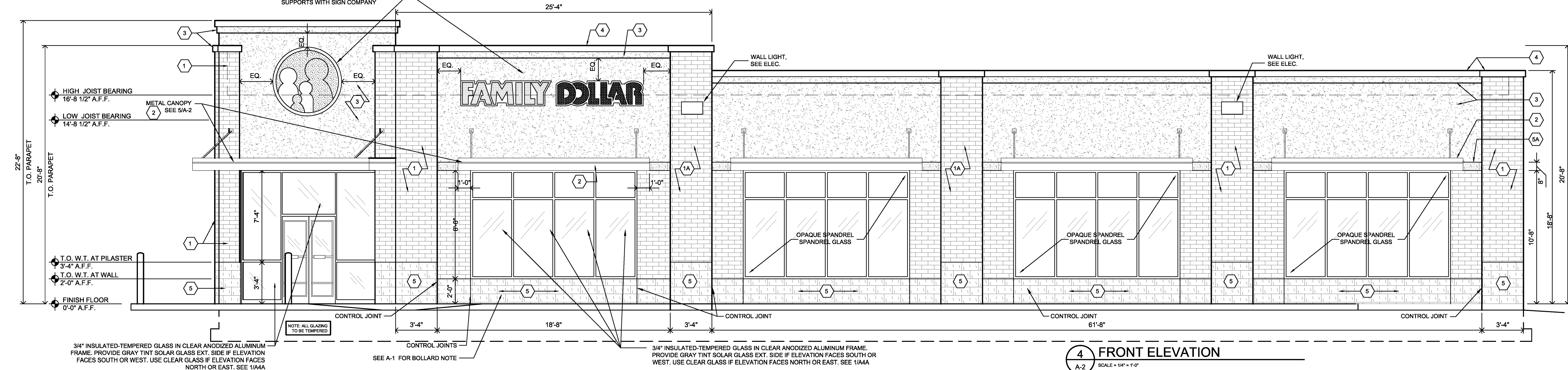
2 RIGHT SIDE ELEVATION

A-2 SCALE = 1/8" = 1'-0"



3 LEFT ELEVATION

A-2 SCALE = 1/8" = 1'-0"



4 FRONT ELEVATION

A-2 SCALE = 1/4" = 1'-0"

AGREEMENT TO PURCHASE REAL ESTATE

THIS AGREEMENT TO PURCHASE REAL ESTATE (this "Agreement") is entered into by and between, **THE CITY OF YPSILANTI**, a Michigan municipal corporation, the address of which is One South Huron Street, Ypsilanti, Michigan 48197 (the "City"), and **NINETY NINE 90, LLC** and its Permitted Assigns (as defined below), an Ohio limited liability company, the address of which is 7795 Five Mile Road, Cincinnati, Ohio 45230 ("Purchaser").

R E C I T A L S:

A. The City is the owner of certain real property located in the City of Ypsilanti, Washtenaw County, Michigan, which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. The Property is part of an overall project known as the Water Street Redevelopment Project ("Water Street Project") located within the real property which is identified on Exhibit B attached hereto ("Overall Property"). The Overall Property not sold to the Purchaser hereunder is the "Retained Property". The Water Street Project is proposed to be developed in accordance with the provisions of the Draft City of Ypsilanti Zoning Ordinance relating to the Commercial Redevelopment District and Residential Redevelopment District (the "Draft Ordinance"). The Draft Ordinance shall be used as guidance in the development of the Property, as Purchaser pursues the rezoning of the Property pursuant to a Planned Unit Development as provided in Section 7 (d) below.

C. The City desires to sell and Purchaser desires to purchase the Property, upon the terms and conditions described below.

THEREFORE, in consideration of the mutual covenants and the undertakings described in this Agreement, the parties agree as follows:

1. **Agreement of Purchase and Sale.** The City agrees to sell to Purchaser, and Purchaser agrees to purchase, the Property, subject to and in accordance with the terms and conditions of this Agreement.

2. **Purchase Price.** The purchase price ("Purchase Price") for the Property shall be Two Hundred Ten Thousand and 00/100 (\$210,000.00) Dollars. At Closing, as defined in Paragraph 9 below, Purchaser shall pay to the City the Purchase Price, subject to closing adjustments and prorations as provided in this Agreement.

3. **Earnest Money Deposit.** Within five (5) days from the date of Purchaser's receipt of a fully executed copy of this Agreement (the "Effective Date"), Purchaser shall deliver to Safetitle Agency, Inc., or other title company acceptable to the Seller (the "Title Company"), an earnest money deposit in the amount of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00) Dollars (the "Deposit"). The Deposit shall be applied toward the Purchase Price. The Deposit shall otherwise be returned to Purchaser or retained by the City in accordance with the terms of this Agreement.

4. **Title; Survey.** Within thirty (30) days from the Effective Date, the Purchaser shall, at its cost, cause the Title Company to deliver to Purchaser a commitment for an ALTA Owner's Title Insurance Policy (the "Commitment") in the amount of the Purchase Price, bearing a date later than the Effective Date, and identifying the condition of title to the Property, together with copies of the instruments and documents referenced in the Commitment. In addition, within fifteen (15) days from the

Effective Date, the City shall make available to Purchaser a copy of the City's most-recent existing survey of the overall Property ("Survey"). Purchaser shall obtain, at its sole cost and expense, an updated ALTA Survey of the Property, certified to the City, Purchaser and Title Company and setting forth the legal description of the Property, the Access Drive (as defined in paragraph 13(a)) and the storm water detention license referenced in paragraph 7(c), and provide to the City a copy of such updated Survey within ninety (90) days from the Effective Date. The City shall advise Purchaser of any objections to the Survey and/or the legal description contained therein within ten (10) business days of receipt. If the City objects to the Survey, the parties will work in good faith to resolve same. If no objection is made, or after all objections are resolved, the legal description contained in said Survey shall be used for the conveyances contemplated herein.

5. **Objections to Title and Survey.** During the Contingency Period, as defined in Section 6 below, as same may be extended as provided in Section 6, Purchaser shall have the right to object in writing to the condition of title to the Property as reflected in the Commitment and Survey. If Purchaser does not provide the City with its title objections within the initial 180 day Contingency Period, Purchaser shall be deemed to have waived all objections to the condition of title to the Property. The City shall have thirty (30) days from its receipt of any such written objections to advise Purchaser whether Seller will undertake to exert commercially reasonable efforts to cure such objections. The City shall be deemed to have cured a title objection if the City causes such matter to be removed from the Commitment as an exception to coverage or the Title Company agrees to insure Purchaser for such matter. If the City does not undertake to cure Purchaser's objections or after undertaking the obligation to attempt to cure same as provided above is unable to do so, Purchaser shall have the right to terminate this Agreement by providing written notice to the City within ten (10) days from the date of Seller's written notice that (i) the City will not undertake such cure efforts or (ii) if after having undertaken such efforts the City's written notice that it has not been able to cure same. If Purchaser terminates this Agreement in accordance with this Paragraph 5 and as provided in Section 6, Purchaser shall receive a refund of the Deposit and the parties shall have no further rights or obligations under this Agreement, except for Purchaser's restoration and indemnity obligations which shall survive.

6. **Contingency Period.**

(a) **Contingency Period; Access.** Purchaser shall have a period of one hundred eighty (180) days from the Effective Date (the "Contingency Period") to inspect or cause to be inspected all elements and aspects of the Property, including, but not limited to, the physical and environmental condition of the Property, the Purchaser's acceptance that all utilities are available in sufficient capacity at the Property boundary or in close proximity thereto, in addition to confirmation and acceptance of any utility tap fees and/or utility credit requirements, to obtain Purchaser's client's and or tenant's final Real Estate Committee approval of the Purchaser's intended project and to pursue and obtain the Governmental Approvals (as defined below). The City shall provide Purchaser with access to the existing information in the City's possession regarding the Property. Such information may be provided on a computer disc. The City does not make any representation or warranty regarding any such information, including, without limitation, any representation or warranty with respect to the completeness or accuracy of any such information. Purchaser, at its cost, shall have the right to inspect additional information regarding the Property which is located within the City's offices and is otherwise available to the public at mutually acceptable times and, if required by the City, with appropriate supervision by City staff. The City will reasonably cooperate with Purchaser in Purchaser's effort to obtain the Properties history, previous reports in the City's possession and/or physical condition of the Property, all without liability or cost. At all times during the term of this Agreement, the City grants to Purchaser, and those persons designated by Purchaser, the right to enter upon the Property in order to inspect the Property and to take soil borings and conduct engineering and environmental tests and studies. Purchaser shall provide to the attorney for the City, at no cost to the City, copies of any environmental analysis performed in connection

with the Property (including a Baseline Environmental Assessment ("BEA"), if Purchaser obtains a BEA, at least ten (10) days before filing with any state agency).

(b) **Restoration; Insurance; Indemnity.** During the Contingency Period Purchaser shall use all reasonable efforts to minimize any damage to the Property and, in the event any portion of the Property is disturbed or altered by virtue of Purchaser's investigations, Purchaser shall promptly, at its sole cost and expense, restore the Property to substantially the same or better condition that existed prior to such disturbance or alteration. Purchaser shall indemnify, defend and hold harmless the City from and against any and all claims, liabilities, suits, costs, expenses and damages, including reasonable attorneys' fees, arising out of the inspection activities of Purchaser or its agents, employees or contractors, and/or any construction liens filed by any of Purchaser's contractors, subcontractors or suppliers in connection with any such inspection activities. Prior to entering the Property, Purchaser shall provide the City with evidence of liability insurance in the amount of Two Million and 00/100 (\$2,000,000.00) Dollars, which names the City as an additional insured party and provides coverage for all of Purchaser's activities within the Property, including Purchaser's indemnity obligations, and which insurance coverage cannot be cancelled or the amount of coverage reduced prior to Closing.

(c) **Confidentiality.** Purchaser shall keep the results of its environmental inspections and testing confidential and shall not disclose the contents of any environmental reports to any third party without the City's prior written consent not to be unreasonably withheld, including filing a Baseline Environmental Assessment with or submitting a remediation plan to the Michigan Department of Environmental Quality. Notwithstanding the foregoing, Purchaser shall have the right to disclose the results of its environmental testing and inspections to its assigns, clients, tenants, attorneys, environmental consultants and insurance carriers provided that such parties are advised in writing of Purchaser's confidentiality obligations regarding such information.

(d) **Expiration of the Contingency Period.** If Purchaser, in its sole and absolute discretion, determines that the condition of the Property is unsatisfactory or is unable to obtain the Governmental Approvals defined in Paragraph 6(a) or 7(a) and (b), Purchaser may, on or prior to the expiration of the Contingency Period, elect in writing to terminate this Agreement. If Purchaser elects timely to terminate this Agreement, the Deposit shall be returned to Purchaser and the parties shall have no further rights or obligations under this Agreement, except for Purchaser's restoration and indemnity obligations set forth herein which shall survive the termination of this Agreement. If Purchaser determines in its sole discretion at the expiration of the Contingency Period to extend the Contingency Period, the Purchaser shall have the right to extend for thirty (30) days (the "First Extension Period") the Contingency Period by providing notice to the City of such intentions and by tendering to the City with such election an extension fee (the "First Extension Fee") of \$2,500.00. If Purchaser determines in its sole discretion at the expiration of the First Extension Period to extend the Contingency Period, Purchaser may, in its sole discretion, extend the Contingency Period (the "Second Extension Period") by providing written notice to the City of such desire to extend and by paying to the City an additional deposit amount (the "Second Extension Fee") of Twenty Five Hundred (\$2,500.00) Dollars. The Deposit, the First Extension Fee and the Second Extension Fee shall be considered non-refundable to the Purchaser (except in the case of City's default) and fully applicable to the Purchase Price in the event of such extensions.

7. Governmental Approvals.

(a) **Governmental Approval Period.** During the Contingency Period, Purchaser shall diligently seek to obtain all governmental permits and approvals necessary to commence and complete the development of the Property, including the PUD Approval described in Paragraph 7(b) below (collectively, the "Governmental Approvals") upon terms and conditions acceptable to Purchaser and Purchaser's client or tenant in their sole and absolute discretion. Purchaser shall be responsible, at its

sole cost and expense, for the preparation of all applications and related plans and instruments and all applicable filing, submission and permit fees related to the Governmental Approvals. Upon request, Purchaser shall provide to the City periodic updates with respect to the status of the Governmental Approvals.

(b) **Approval of Plans.** The Property shall be developed in accordance with the Planned Unit Development (PUD) process set forth beginning in Sec. 122-571 of the City Code of Ordinances using the Draft Zoning Ordinance attached hereto as Exhibit C (the "Zoning Requirements") as guidance. The Planned Unit developed and related site plan approval application will be completed and submitted by Purchaser to the Planning Commission and City Council for approval therefore during the Contingency Period. All plans shall be prepared and all permit applications shall be submitted pursuant to the City requirements. Nothing contained in this Agreement shall be deemed to be an approval by the City as to any matter, including, but not limited to an approval with respect the historical designation of any structure or any other improvement on the Property proposed by this Agreement, and the Purchaser shall be required to follow the process for obtaining approvals contained in the applicable City zoning or other ordinances. Purchaser acknowledges that as a condition of the issuance of approval of the PUD for the subject property, the City may require that the Developer undertake the following: (i) cause the Access Drive Improvements (as defined in Exhibit G) to be constructed pursuant to MDOT and City standards and extend same from Michigan Avenue to the southerly property line of the property; (ii) commit to install trees on the street frontages of Michigan, Park Street and the future Lincoln Street; (iii) install a six foot sidewalk on Lincoln Street within the Access Easement (hereinafter defined) and increase the sidewalk to a width of ten feet on Michigan Avenue and Park Street; (iv) cause the store entrance to be oriented toward Michigan Avenue; (v) install six foot windows on the Michigan Avenue frontage of the Improvement for the entire width of the frontage; (vi) require Purchaser to grant to the lands south of the Property and north of Parsons Street a shared curb cut and access easement through the curb cuts proposed to be constructed on Lincoln and Park Streets within the Property, and (vii) require placement of the Building in the northwest corner of the Property fronting Michigan Avenue and the proposed Lincoln Street extension, generally described on Exhibit C-1. The above description of criteria for approval of the PUD shall not be construed as a limitation on the City's ability or right to require additional improvements or undertakings in connection with the Purchaser's PUD application or a waiver of any right to modify any of the foregoing limitations.

(c) **Storm Water Retention License.** During the Contingency Period, Purchaser shall engage in negotiations with the City concerning the City's willingness to grant to the Purchaser and the Property a license on, over and across part of the parcel south of the Property and north of Parsons Street for the installation, operation, maintenance and repair of a storm water retention facility to provide storm water detention for the Property to be developed.

(d) **Failure to Obtain the Governmental Approvals.** If Purchaser does not provide written notice to Seller on or before the expiration of the initial 180 day Contingency Period that it has satisfied and/or waived the Contingencies set forth in Paragraphs 5 and 6 above (including that Purchaser has obtained the Governmental Approvals), this Agreement will automatically terminate and the Deposit shall be refunded to Purchaser. If Purchaser does not affirmatively waive the Contingencies and affirmatively elect to proceed after exercising the First Extension Period and/or Second Extension Period, then this Agreement will automatically terminate and the Deposit, the First and Second Extension Fees, shall be retained by Seller and the parties shall have no further rights or obligations under this Agreement, except for Purchaser's restoration and indemnity obligations which shall survive such termination. If Purchaser provides to City a written waiver of the Contingencies set forth in Paragraphs 6 and 7 (including the Governmental Approvals) then the Deposit and any Extension Fees shall be deemed nonrefundable (except shall be refunded to Purchaser if City defaults) and the parties shall proceed to closing in accordance with the terms hereof.

8. **Declaration of Restrictive Covenant.** At Closing, the City shall execute and record a declaration of restrictive covenant ("Declaration") against the Retained Parcel, that prohibits the Retained Parcel, for so long as Family Dollar, its successors or assigns, is open and operating a fully staffed and inventoried variety store, variety discount store, discount department store, dollar store, liquidation or close-out store on the Sale Property, from being used as any variety store, variety discount store, discount department store, dollar store, liquidation or close-out store, or any store similar to a Family Dollar store in operation or merchandise including, but not limited to, Dollar General, Bonus Dollar, dd's Discounts, Deal\$, Only Deals, 99 Cents Only, Dollar Tree, Fred's, or Marc's (the "Exclusive Use Restriction"); provided, however, the Exclusive Use Restriction shall not prohibit any portion of the Retained Property from being used as (a) a big box discount department store (the term "big box discount department store" shall not include those stores listed above) which exceeds Thirty Thousand (30,000) square feet (like a Target, Meijer, Wal-Mart or Kmart), (b) a drug store, (c) a grocery store, (d) a toy store, (e) a hobby store, (f) a sporting goods store, (g) a card and gift store, (h) a hardware store, (i) a home improvement store, (j) an auto supply store, (k) an electronics store, (l) an office supply store, or (m) any other store selling a single category of merchandise, even though the category may be a broad one such as toys or hardware. The Declaration shall remain in full force and effect while Family Dollar is constructing a dollar store on the Sale Property, but shall automatically terminate in the event Family Dollar does not open within the period required by the Purchase Agreement. Once Family Dollar has opened, this Declaration shall automatically terminate when Family Dollar, its successors or assigns, fails to operate a fully staffed variety store, variety discount store, discount department store, dollar store, liquidation or close-out store on the Sale Property for period of 6 consecutive months or more, other than in connection with a renovation or restoration in connection with a casualty. This Declaration will not terminate in connection with a renovation or restoration so long as Family Dollar is diligently pursuing such renovation or restoration. The form of the Declaration shall be substantially in the form attached hereto as Exhibit D.

9. **Closing.** The closing ("Closing") shall be consummated within thirty (30) days from the expiration of the Contingency Period, as same may be extended, on a date selected by Purchaser by providing written notice to City at least ten (10) business days prior to such date. The Closing shall take place at a time and location that is mutually agreeable to the parties. If the date for Closing falls on a Saturday, Sunday or legal holiday, Closing shall occur on the next immediately following business day.

10. **Closing Documents and Actions.** At Closing, the City shall execute and deliver to Purchaser (as required) and Purchaser shall execute and deliver to the City (as required) the following:

(a) **Payment of Purchase Price.** Purchaser shall deliver to the City the Purchase Price, together with the amount identified in Paragraph 11 below, subject to applicable adjustments and prorations as provided for in this Agreement.

(b) **Covenant Deed.** The City shall deliver to Purchaser a fully executed and recordable covenant deed for the Property in the form attached as Exhibit E, conveying to Purchaser fee simple marketable title to the Property, subject only to the Permitted Exceptions, a restrictive covenant that restricts the Property from being owned and/or used by any entity that would qualify the Property as exempt for ad valorem taxes and/or assessments ("Prohibited Uses") and the easements identified in Paragraph 13(a) below.

(c) **Non-Foreign Person Affidavit.** The City shall furnish Purchaser with an affidavit stating that the City is not a "Foreign Person" within the meaning of IRC Section 1445(f) (3), as amended.

(d) **Closing Statement.** The City and Purchaser shall execute and deliver to each other a Closing Statement showing the amount by which the Purchase Price shall be adjusted as of the

Closing date. The City shall pay all real property transfer taxes, fees to record any instruments necessary to cure Purchaser's title objections and the parties shall pay the fees and charges of their own representatives, agents or contractors. Purchaser shall pay the fees to record the easements identified in Paragraph 13(a) below, the Declaration and all escrow and other fees charged by the Title Company to close this transaction.

(e) **Title Insurance Policy.** The Purchaser shall order and pay for a policy of title insurance, without standard exceptions (provided that Purchaser provides the survey required by the Title Company to remove the standard survey exception and City is satisfied in its reasonable discretion with the form of the owner's affidavit requested by the Title Company), with coverage in an amount equal to the Purchase Price, subject only to the Permitted Exceptions, the Declaration identified in Paragraph 8 above and the easements identified in Paragraph 13(a) below. The Purchaser shall be responsible for obtaining any endorsements to such title policy desired by Purchaser and/or its assigns, at Purchaser's cost. The City shall deliver to the Title Company an Owners Affidavit and such other documents reasonably required by the Title Company (excluding any survey) to enable the Title Company to satisfy its Schedule B-1 requirements and to delete its standard exceptions and to provide a "marked-up" Commitment, dated as of the Closing date. The "marked-up" Commitment shall reflect Purchaser and/or its assigns as both fee simple title owner of the Property and the insured under said Commitment.

(f) **Easements.** Purchaser and City shall execute and deliver to each other the easement, license and other agreements required pursuant to Paragraph 13(a) below or required as a condition of Purchaser's obtaining PUD approval or any other Governmental Approval.

(g) **Declaration.** The City shall execute and record the Declaration identified on Paragraph 8 above.

(h) **Further Assurances.** The City and Purchaser and/or Purchaser's assigns shall execute such additional documents and instruments and take such further actions as may be reasonably necessary or desirable to consummate the sale of the Property in accordance with the terms of this Agreement.

11. **Taxes.**

(a) **Prorations.** The City shall be responsible for paying any and all real and personal property taxes, if any, payable in connection with the Property for the 2013 calendar year. The City shall also pay in full, on or before Closing, all current installments of special and other assessments which were established and constitute a lien against the Property.

(b) **Separate Tax Parcel.** Within thirty (30) days prior to the end of the Contingency Period, so long as the Purchaser has not terminated this Agreement, the City shall cause the Property to be rendered a separate and complete tax parcel. No split rights will be transferred to Purchaser.

12. **Possession; As-Is Condition.** At Closing, the City shall deliver to Purchaser or Purchaser's Permitted Assigns possession of the Property, free and clear of any rights or claims of possession by the City or any third party except for Permitted Exceptions. Purchaser acknowledges that the City has not made and Purchaser has not relied on any representation or warranty by the City other than those representations or warranties made to the City's actual knowledge, including, without limitation, any representation or warranty regarding the physical or environmental condition of the Property, the fitness of the Property for any particular purposes or the availability of any permits or approvals. Purchaser acknowledges that Purchaser has relied completely on its own investigations and

other due diligence activities to evaluate the condition of the Property and the availability of permits and approvals and that, at Closing, Purchaser will be accepting the Property in its then-current as-is, where-is condition, with all faults.

13. Post-Closing Obligations.

(a) **Future Lincoln Street.** At Closing, the Purchaser and City shall execute an Access Drive Easement Agreement (the "Easement Agreement") wherein the Purchaser shall agree to construct, at its sole cost and expense, the access drive identified on Exhibit F (the "Access Drive") in accordance with the approved plans and specifications for the Access Drive as approved by the City and Purchaser. The form of the Easement Agreement shall be substantially in the form attached hereto as Exhibit G.

(b) **Covenant to Construct, Open and Operate; Re-Purchase Option.**

(i) Purchaser shall construct all improvements to and within the Property in accordance with the plans that have been approved by the City. Purchaser shall commence construction of such improvements within six (6) months from the Closing date and shall complete such improvements within twenty four (24) months from the Closing date. For purposes of the foregoing, commencement of construction shall mean that Purchaser has obtained all permits and approvals necessary for the construction of such improvements and that all necessary utility improvements and building footings have been installed. Purchaser agrees that Purchaser's business within the Property shall be fully stocked and fully staffed and Purchaser shall commence operation its business from the Property within twenty four (24) months from the Closing date.

(ii) In the event that Purchaser does not construct its improvements within the Property or open and/or commence to operate its business from the Property as provided in Paragraph 13(b)(i) above, the City shall have the option for a period of ninety (90) days from the date of such failure to commence work and provided that City has provided written notice within such ninety (90) day period to re-purchase the Property from Purchaser for a purchase price equal to the Purchase Price, together with an amount equal to the fair market value of the vertical improvements constructed by Purchaser within the Property. At the closing for any such re-purchase of the Property by the City, City shall be responsible for the payment of all transfer taxes payable in connection with such transaction and the title insurance premium for a title insurance policy issued by the Title Company. Upon Purchaser's completion of construction, such options to repurchase the Property shall have expired.

14. Real Estate Commission. City shall be responsible for the payment of the commission that is payable to (i) CBRE and (ii) Landmark Commercial Real Estate Services, Inc., in accordance with separate agreements between the City and each of the foregoing brokers. Subject to the foregoing, the City and Purchaser each represent and warrant to the other that they have not used the services of any other brokers in connection with this transaction. Each party agrees to indemnify and hold harmless the other party from and against any claim that a commission or fee is due to any broker who dealt with the party from whom indemnification is sought.

15. Condemnation. In the event that, prior to Closing, notice of any action, suit or proceeding shall be given for the purpose of condemning all or any portion of the Property, then Purchaser shall have the right to terminate its obligations under this Agreement within ten (10) days from its receipt of such notice of condemnation proceeding, and upon such termination, the proceeds resulting from the condemnation shall be paid to the City, and the Deposit shall promptly be returned to Purchaser and the parties shall have no further rights or obligations under this Agreement, except for Purchaser's indemnity obligations, which shall survive. In the event Purchaser elects not to terminate this Agreement,

at Closing, the condemnation proceeds shall be assigned and belong to Purchaser.

16. **Default.** In the event that Purchaser defaults in its obligations under this Agreement, the City shall be entitled to retain the Deposit paid by Purchaser, as liquidated damages, in addition to enforcing any restoration and/or indemnification obligations of the Purchaser hereunder. The Deposit having been retained by the City shall be considered the City's sole remedy in the event of such Purchaser default. In the event that the City defaults in its obligations under this Agreement, Purchaser may, as its sole remedy, at its option: (a) receive a refund of the Deposit; or (b) specifically enforce the terms and conditions of this Agreement.

17. **Purchaser's Representations, Warranties and Covenants.** Purchaser represents, warrants and covenants to the City as follows:

(a) **Due Organization.** Purchaser is limited liability company, duly organized under the laws of the State of Ohio, qualified to do business in Michigan and has the power to enter into this Agreement and purchase the Property.

(b) **Power And Capacity.** Purchaser has the full power, capacity, authority and legal right to execute and deliver this Agreement and to perform its obligations under this Agreement.

(c) **Due Authorization.** This Agreement has been duly authorized, executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser and/or Purchaser's assigns, enforceable in accordance with its terms. Prior to or at Closing, any and all documents required by this Agreement to be executed and delivered by Purchaser and/or Purchaser's Permitted Assigns shall have been duly authorized, executed and delivered by Purchaser and all such documents shall contain legal, valid and binding obligations of Purchaser and/or Purchaser's Permitted Assigns, enforceable in accordance with their terms.

18. **No Joint Venture.** No party is the agent, partner or joint venture partner of the other. No party has any obligation to the other except as specified in this Agreement.

19. **Non-Waiver.** The failure of a party to complain of any act or omission on the part of another party, no matter how long it may continue, shall not be deemed to be a waiver by any party to any of its rights hereunder except as expressly provided for in this Agreement. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision. If any action by any party shall require the consent or approval of another party, the consent or approval of the action on any one occasion shall not be deemed a consent to or approval of that action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

20. **Third Party Rights.** No party other than the City and Purchaser and their approved successors and assigns, shall have any right to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of the City and Purchaser, and their respective successors or assigns, and not for the benefit of any other party.

21. **Time.** TIME IS OF THE ESSENCE OF AND ALL UNDERTAKINGS AND AGREEMENTS OF THE PARTIES HERETO.

22. **Notices.** Any notice to be given or served upon any party to this Agreement must be in writing and shall be deemed to have been given: (a) upon receipt in the event of personal service by actual delivery (including by telecopy or delivery service); (b) the first business day after posting if deposited in

the United States mail with proper postage and dispatched by certified mail, return receipt requested; or (c) upon receipt if notice is given other than by personal service or by certified mail. All notices shall be given to the parties at the following addresses:

If To the City: City of Ypsilanti
One South Huron Street
Ypsilanti, Michigan 48197
Attn: City Manager
Fax No: _____

With A Copy To: Joseph M. Fazio, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
101 N. Main Street, 7th Floor
Ann Arbor, Michigan 48104
Fax No: (734) 747-7147

If To Purchaser: Ninety Nine 90, LLC
7795 Five Mile Road
Cincinnati, Ohio 45230
Attn: _____
Fax No.: _____

With A Copy To: _____

Attn: _____
Fax No.: _____

Any party to this Agreement may at any time change the address for notices to that party by giving notice in this manner.

23. **Days.** Whenever this Agreement requires that something be done within a specified period of days, that period shall (a) not include the day from which the period commences, (b) include the day upon which the period expires, (c) expire at 5:00 p.m. local time on the day upon which the period expires, and (d) unless otherwise specified in this Agreement, be construed to mean calendar days; provided, that if the final day of the period falls on a Saturday, Sunday or legal holiday, the period shall extend to the first business day thereafter.

24. **Severability.** If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained within the body of this Agreement.

25. **Entire Agreement.** This Agreement embodies the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded by and merged into this Agreement. Neither this Agreement nor any of its provisions may be waived, modified or amended except by an instrument in writing signed by the party against which enforcement is sought, and then only to the extent set forth in that instrument.

26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Michigan.

27. **Captions.** Captions to paragraphs and sections of this Agreement have been included solely for the sake of convenient reference and are entirely without substantive effect.

28. **Successors and Assigns.** Purchaser shall not assign this Agreement to any third party other than Family Dollar Stores of Michigan Inc. ("Family Dollar"; "Permitted Assigns"), without the City's prior written consent. This Agreement shall be binding upon, and its benefits shall inure to, the parties hereto and their respective heirs, personal representatives, successors and assigns.

29. **Facsimile Signatures; Counterparts.** A facsimile of an original signature to this Agreement shall be deemed an original signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

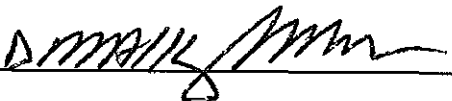
30. **Offer Period.** The offer embodied in this Agreement shall remain irrevocable by Purchaser for a period of thirty (30) days from the date that a copy of this Agreement signed by Purchaser has been provided to the City. Purchaser acknowledges and agrees that this Agreement shall not be binding on the City until the City of Ypsilanti City Council has approved this Agreement pursuant to a public meeting and corresponding resolution and this Agreement has been signed by the Mayor of the City of Ypsilanti and any other parties required by the City Council or under applicable ordinances, laws, the Charter of the City of Ypsilanti and such resolution and that the foregoing thirty (30) day period is necessary to seek and obtain such approval.

31. **Force Majeure.** Any delay or failure in the performance by either party hereunder, other than the failure to close on the Closing Date, the failure to make any payment on the date required hereunder to be made or failure to exercise any extension of the Contingency Period on or before the date such exercise must be made, shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor and material shortage, labor strikes, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement.

THIS AGREEMENT has been executed by the parties hereto on the date set forth above.

"PURCHASER"

NINETY NINE 90, LLC,
an Ohio limited liability company

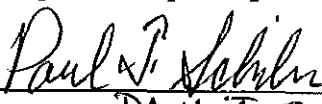
By: 

Its: member

Dated: 05-07-13

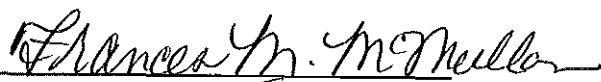
"THE CITY"

CITY OF YPSILANTI,
a Michigan municipal corporation

By: 
PAUL T. SCHREIBER

Its: Mayor

And

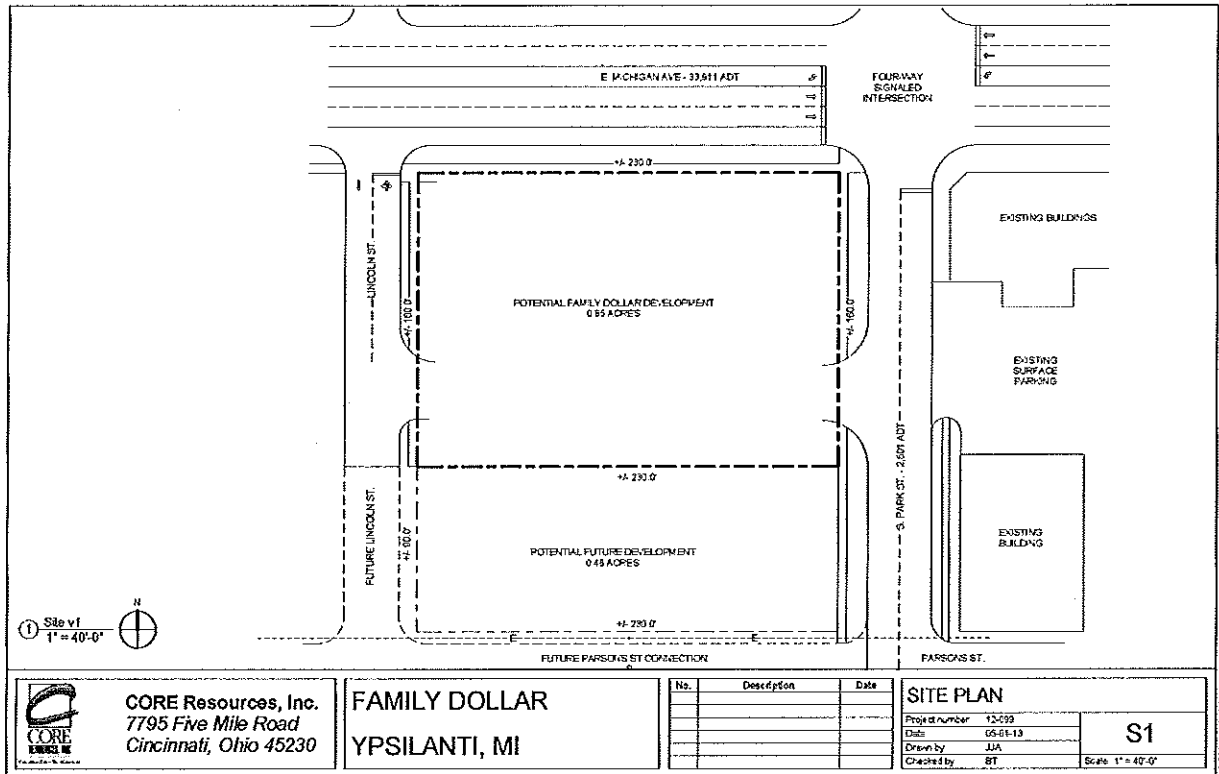
By: 
Frances M. McMullan

Its: City Clerk

Dated: 5-7-2013 ("Effective Date")

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY



CORE Resources, Inc.
7795 Five Mile Road
Cincinnati, Ohio 45230

FAMILY DOLLAR
YPSILANTI, MI

No.	Description	Date

SITE PLAN

Project Number: 15-099
Date: 05-01-13
Drawn by: JJA
Checked by: BT

S1

Scale: 1" = 40'-0"

DIAGRAM OF THE OVERALL PROPERTY

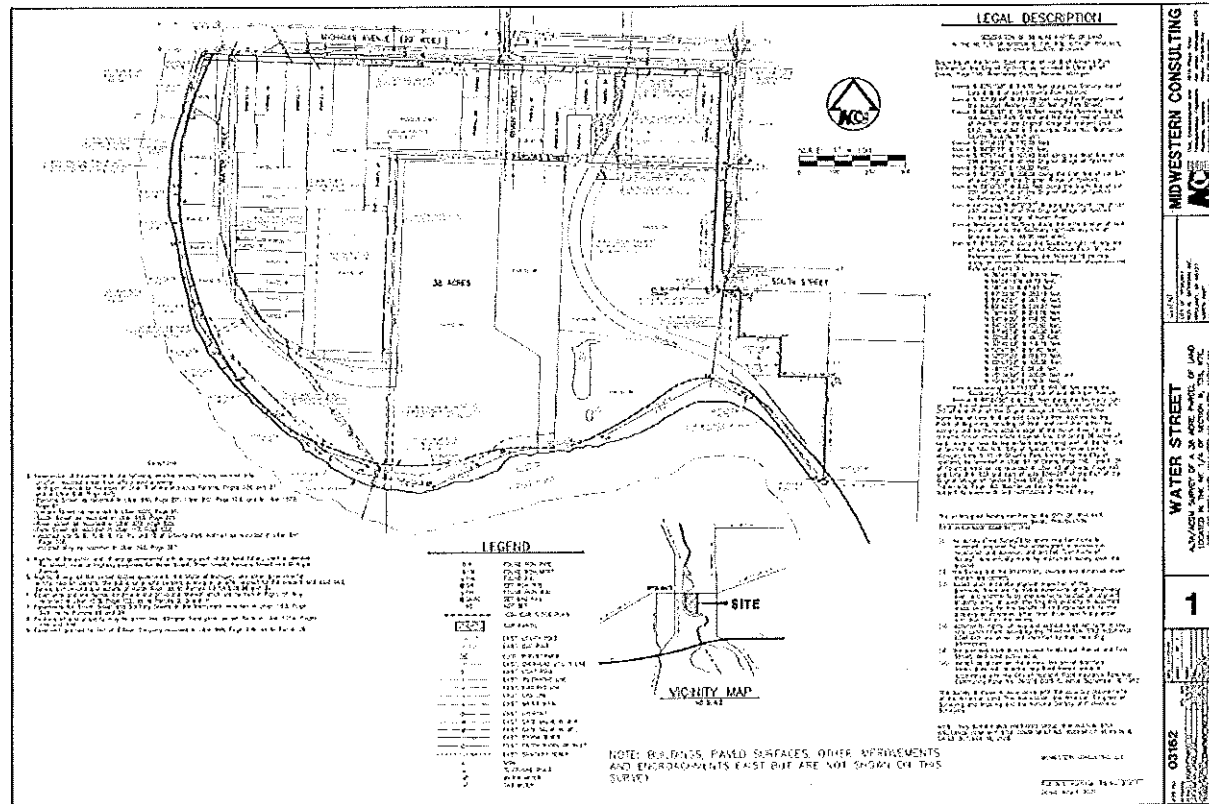


EXHIBIT C
DRAFT ZONING ORDINANCE

DIVISION 17. CRD COMMERCIAL REDEVELOPMENT DISTRICT

(Revised after March 17, 2009 Council meeting)

Sec. 122-522. Description and Purpose.

The Commercial Redevelopment District is intended to provide for a mixture of residential and commercial uses appropriate in intensity and scale to an urban business district and/or neighborhood. The district is intended to support mixed residential, commercial and office development both within the same structure and on the same parcel. The district is intended to support a high quality of design and a traditional, urban development prototype.

Development in this district shall feature active, commercial uses on the ground floor with flexibility for office and/or residential uses on upper stories. Particular attention will be paid to the impact of commercial uses and their operation in this mixed-use district. Large surface parking lots shall be discouraged in favor of shared parking, shared access, and alternative modes of transportation to serve residents and businesses in this area.

Sec. 122-523. Permitted uses.

- (1) Antique, consignment and resale stores
- (2) Apartments or condominiums located above the ground floor of permitted business uses, provided that the apartments meet the minimum floor area requirements of section 122-317. On-site parking shall be provided for all residential uses unless the apartment unit meets the requirements for a fee-in-lieu of parking described in section 122-841.*
- (3) Bars/lounges, provided that all service occurs within a completely enclosed building, with the exception of outdoor cafes which are subject to the provisions of Section 122-799.
- (4) Body art facilities
- (5) Catering Services
- (6) Churches, synagogues, and other religious buildings, facilities and services customarily incidental thereto, excluding mortuaries, located above the ground floor of permitted business uses, subject to the specific provisions in section 122-780.*
- (7) Coin-operated amusement arcades, and pool and billiard halls.
- (8) Community garages and community parking lots, as defined in Section 122-2, subject to the provisions of Sections 122-781 and 122-782 respectively.
- (9) Cultural services such as museums, art galleries, libraries, planetariums, and concert halls, ~~when accessory to one of the uses in subsections (2) - (6) of this section, or when publicly owned.~~
- (10) Dance and music studios and schools.*
- (11) Elementary, junior and senior high schools, public, parochial, and private schools, and post secondary

education, subject to the Specific Provisions in Section 122-805.

- (12) Essential Services
- (13) Financial institutions, including banks, credit unions and savings and loan associations, provided that no drive-through facilities are permitted
- (14) Fine arts studios and schools, and photography studios*
- (15) Health and physical fitness centers.
- (16) Hospitals and specialty clinics.
- (17) Hotels or motels, Inns, and Bed and Breakfast Lodgings as defined in Section 122-2.*
- (18) Housing for the elderly, including efficiency units and common services such as central dining rooms, recreation rooms, and central lounges or workshops, subject to the specific provisions in section 122-789.
- (19) Indoor restaurants, as defined in Section 122-2, for sit down, carryout, and delivery, providing there are no drive through facilities.*
- (20) Laundry and dry cleaning customer outlets (no dry cleaning is permitted on the premises), coin operated laundromats, self-serve dry cleaning establishments, and similar operations, provided that all services performed on the premises shall be sold at retail on the same premises.
- (21) Massage practitioner office, subject to the specific provisions in section 122-792.
- (22) Medical or dental clinics or counseling centers, subject to the provisions in section 122-793.
- (23) Municipal, county, regional, and state service buildings and uses, subject to the specific provisions in section 122-795.
- (24) Newspaper offices and printing shops.
- (25) Office buildings and uses, including offices for administrative services, accounting, clerical, drafting, education, executive, insurance, tax preparation, professional real estate, research, sales agent, attorney, stock broker, technical training, stenographic, writing, medical and dental offices, and similar professional office uses.
- (26) Offices and showrooms of a plumber, electrician, upholsterer, caterer, decorator or similar trade, subject to the Specific Provisions in Section 122-797.
- (27) Open space areas such as conservation areas, wildlife preserves, forests preserves, arboreta, botanical or zoological gardens. No structure shall be erected on dedicated open space areas which is not clearly incidental to the principal use of the land.
- (28) Outdoor cafes, outdoor fast-food or sit-down restaurants, and beer gardens, subject to the Specific Provision of Section 122-799.
- (29) Personal service shops, such as a tailor, barber, beauty, shoe repair, locksmith, photocopy services, photo processing, or similar personal service shop.
- (30) Printing services, including but not limited to: photocopying, printing, publishing, engraving, photo

engraving, photo development, lithographing, and blueprint production subject to the Specific Provisions of Section 122-810.*

- (31) Private and community service clubs, lodges, banquet halls, and meeting halls located above the ground floor of permitted business uses.*
- (32) Private and public museums.
- (33) Public or commercial schools and colleges and other such institutions of learning offering courses in general or technical training, such as dance schools, music and voice schools, business and technical schools, and similar schools, not including dormitories.
- (34) Radio and television studios.
- (35) Refreshment stands.
- (36) Residential services such as mailrooms, meeting rooms, central dining areas, recreation rooms, lounges and workshops intended to serve residents of an integral residential development. Residential units shall not be permitted on the first floor.
- (37) Retail businesses, such as food stores, grocery stores, food cooperatives, meats, dairy products, baked goods, ice cream, personal use items (drugs, health care, dry goods, notions, hardware, books, magazines, periodicals, stationary and school supplies), florists shops, hobby and craft stores, gifts, antiques, jewelry, small household articles, tobacco products, toilet articles, wearing apparel and personal accessories, toys, and similar products.
- (38) Retail stores which offer comparison goods completely within a fully-enclosed building such as home appliances (including service and repair), camera and photography supplies, sporting goods, electronics, furniture, optical items, bicycle sales, home supply centers, paint and wallpaper stores, carpet, rug, and linoleum/tile stores, lawn care products and machinery, building materials, pets and pet supplies (provided that no animals are boarded except for sale and that all animals are boarded inside a building), hobby and craft stores, and similar specialty goods stores. The manufacture of sporting goods, small household items and crafts is permitted provided that 50 percent or more of the products are sold at retail from the same building and all activities and storage occur within a completely enclosed building.*
- (39) Service and retail establishments: computer sales and repair, electronics repair shops, postal centers, small appliance sales and repair, and similar special retail establishments.
- (40) Studios of artists for the handcrafted production of pottery, glass items, neon sculpture, jewelry, silk screening, needle work, stone and wood work and similar items. The retail sale of work produced on premises shall be permitted. Kilns shall be fired only by electricity or gas.*
- (41) Supportive Housing, subject to the special provisions in section 122-811.
- (42) Theaters, when completely enclosed.
- (43) Veterinary hospitals and clinics, subject to Specific Provisions of Section 122-809.*
- (44) Video rental and sales establishments.*

Sec. 122-524. Permitted Accessory Uses

- (1) Accessory uses customarily incidental and clearly ancillary to the above permitted uses when in

accordance with Article XI, Division 2.

Sec. 122-525. Special uses.

The following uses may be permitted, subject to the conditions specified for each use, review, and approval of the Planning Commission, the imposition of special conditions which in the opinion of the Planning Commission are necessary to fulfill the purposes of this Ordinance, and the procedures set forth in Article 28.

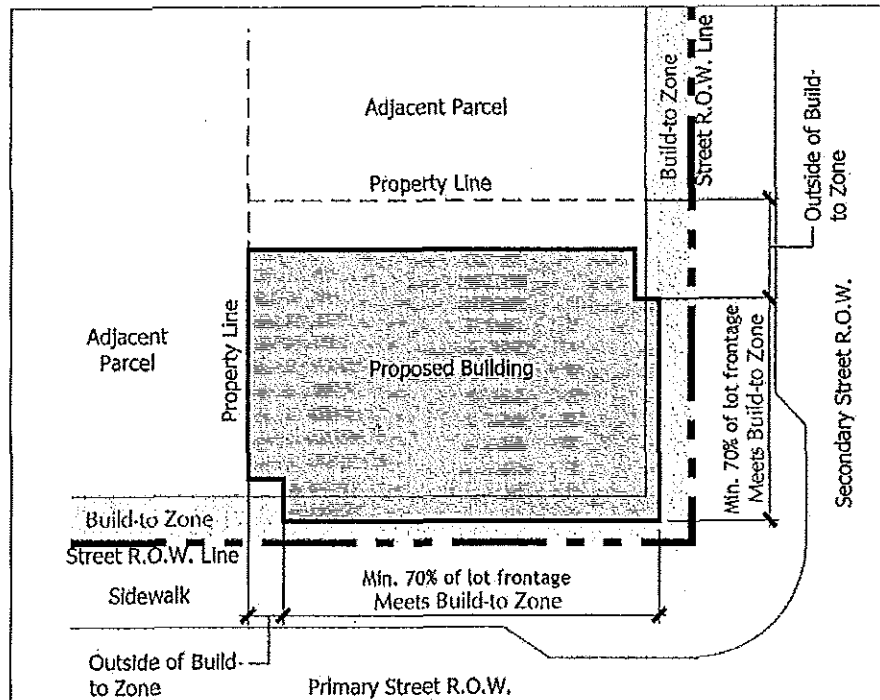
- (1) Any other use which meets the intent of this district.
- (2) Adult drop-in centers.
- (3) Any structure that exceeds an area of ten thousand (10,000) square feet at the ground level.
- (4) Any non-residential establishment intending to operate between 2 a.m. and 6 a.m. during any 24-hour period.
- (5) Child care centers and group day care homes and centers (not including dormitories), when not operated in conjunction with a private or public school or church/synagogue, subject to the specific provisions in section 122-779.*
- (6) Child drop-off centers, licensed by the State of Michigan, where minor children are not cared for longer periods than four (4) hours.
- (7) Drive-through facilities in combination with drug stores / pharmacies, financial institution, or personal service business, subject to the Specific Provision of Section 122-784.*
- (8) Express and passenger terminals and express transfer facilities, subject to the Specific Provisions of Section 122-786.
- (9) Nursing homes, convalescent homes, and rest homes, subject to the specific provisions in section 122-796.
- (10) Organized markets such as a farmers' market.

Sec. 122-526. Area regulations.

Upon the change of use as defined in Section 122-205, no building or structure nor any enlargement thereof shall be hereafter erected except in conformance with the following lot area, yard, and building coverage requirements:

- (1) *Front Yard.* There shall be a front yard of not greater than ten (10) feet as measured from the front lot line. Buildings shall be oriented so that 70% of the lot frontage shall include building(s) to the front yard setback or property line. (See figure 122-526a).
- (2) Minimum Floor Area Ratio of 1:1.

Figure 122-526a – Front Yard Maximum Setback Example



Sec. 122-527. Height regulations.

No building or structure shall be less than three (3) stories in height at street frontage. No building or structure shall be more than six (6) stories or 75 feet in height. See Section 122-640 for height exceptions.

Sec. 122-528. Development Standards.

Buildings and uses in the CRD shall be subject to the following standards and all applicable standards and requirements set forth in this Ordinance:

(1) Access, parking, service

- a. No parking area is permitted in the front yard setback. Uses allowed within front setback include sidewalk cafes or customer service areas, plazas, patios and landscaping.
- b. No minimum parking standard shall apply to any commercial use within the CRD, however a minimum of 1 parking space and a maximum of 1.5 parking spaces shall be provided for each residential unit and a maximum of 3 spaces per 1,000 square feet of non-residential use. These formulae shall supersede the those specified in 122-836.
- c. Bicycle parking spaces shall be provided for all uses at a ratio of 1 bicycle parking space per 5 automobile parking spaces provided.
- d. Buildings must have pedestrian access and orientation to the major thoroughfare. Vehicular access to individual lots shall not be permitted directly from the major thoroughfare.

- e. A minimum of one improved non-motorized access route must be provided at intervals no less than every 350 feet of CRD development frontage or fraction thereof.
- f. Service areas shall be screened to minimize views from publicly-accessible areas.
- g. Adjoining uses shall share access drives and parking. The Planning Commission may permit individual access drives and parking to serve individual uses in the following cases:
 - i. Additional access points are required for emergency vehicles
 - ii. The use is sufficiently large that shared access points alone are insufficient
 - iii. Topography or other site conditions make shared access point or parking impractical

(2) Building Scale and Articulation

- a. A minimum 50% area of the first floor façade facing a street right-of-way must be comprised of windows and/or doors, openings or other architectural design features to limit the appearance of blank walls, and have a minimum of 75% transparency.
- b. For stories above the 1st floor, a minimum fenestration standard of 20% glass area of the total floor façade area.
- c. No blank wall exceeding 10 feet horizontally or vertically along any street frontage shall be permitted on the first or second floors. No blank wall exceeding 25 feet vertically or horizontally is permitted on any street frontage.

(3) Building Materials

- a. All walls visible from any public or private right-of-way shall be finished primarily in a durable hard surface such as brick, glass, stone, wood, ceramic, precast panels, integrally tinted textured masonry block, or concrete siding. These primary materials shall make up a minimum of 60% of the solid wall area, exclusive of windows and doors.
- b. Materials not permissible as primary materials on exterior walls are concrete block, cinder blocks unless burnished fluted or sculpturally textured, residential grade sidings, plastic siding, asphalt, EIFS, stucco, highly reflective or highly color tinted glass. These materials may be used as trim or accent materials, but shall total less than 40% of the surface area of walls, exclusive of windows and doors.
- c. All materials should be used consistently on all sides of the building
- d. Innovative or new environmentally sensitive materials are encouraged provided they are of quality durable material.
- e. Reflective glass or spandrel glass not permitted on first two floors along any street frontage

(4) Landscaping

- a. Where screening of development or parking area is required, landscaped berms shall not be used. Screening shall be provided via solid walls, fences, or evergreen plantings.

- b. Greenbelt and foundation landscaping requirements shall be waived for any portion of a building that has no setback from the property line. At the discretion of the Planning Commission, hardscape materials may be substituted for lawn and plant materials in order to facilitate outdoor dining and similar uses.
- c. Street trees shall be provided along all street right-of-ways, within the right-of-way. A minimum of one street tree shall be provided for each 30 feet of street frontage. Tree selections and installation methods shall comply with standards and unified streetscape plans provided by the City prior to site plan approval.

DRAFT

DIVISION 18. RRD RESIDENTIAL REDEVELOPMENT DISTRICT

(As recommended to Council by Planning Commission, 02/18/09)

Sec. 122-529. Description and Purpose.

The Residential Redevelopment District is intended to provide for a mixture of residential and commercial uses appropriate in intensity and scale to an urban mixed use residential district and/or neighborhood. The district is intended to support mixed residential, commercial and office development both within the same structure and on the same parcel. Only those business and/or office uses which are necessary to satisfy local market needs, and which occur so frequently as to require commercial facilities in proximity to residential areas should be permitted. The district is intended to support a high quality of design and a traditional, urban development prototype.

Development in this district shall feature higher density multi-family residential, while encouraging mixed uses through flexibility for active, commercial or office uses on the ground floor. Particular attention will be paid to the impact of commercial uses and their operation in this mixed-use district.

Sec. 122-530. Permitted uses.

Permitted Residential Uses:

- (1) Multiple family dwellings
- (2) Housing for the elderly, including efficiency units and common services such as central dining rooms, recreation rooms, and central lounges or workshops, subject to the specific provisions in section 122-789.
- (3) Residential services such as mailrooms, meeting rooms, central dining areas, recreation rooms, lounges and workshops intended to serve residents of an integral residential development.
- (4) Supportive Housing, subject to the special provisions in section 122-811

Permitted Commercial Uses:

Each commercial use within the district shall be no larger than 5,000 square feet for a single business occupant. Commercial uses within the district shall not operate between 12 a.m. and 6 a.m.

- (1) Antique, consignment and resale stores
- (2) Businesses and professional offices and services, not including manufacturing or warehousing. Such uses may include, but are not limited to: A) Business offices of an advertising, real estate, insurance or travel agency, and other similar business offices B) Offices for legal, engineering, architectural, consulting, accounting, auditing, and bookkeeping services and similar professions C) Government and community service buildings D) Business services such as consumer credit bureaus and office support services E) Administrative offices of nonprofit organizations, such as professional membership organizations, labor unions, civic, social, and fraternal associations, political organizations and religious organizations, not including provision of social services or substance abuse treatment facilities; F) Administrative offices of Health Professionals
- (3) Catering services

- (4) Cultural services such as museums, art galleries, libraries, planetariums, and concert halls.
- (5) Essential services
- (6) Financial institutions, including banks, credit unions and savings and loan associations, provided that no drive-through facilities are permitted.
- (7) Food stores: grocery stores, food cooperatives, meats, dairy products, alcoholic beverages, baked goods, ice cream, and similar food products. The retail sale of poultry, fish, and game is permitted, provided that the slaughtering thereof is not allowed. The manufacture of food products, such as baked goods or ice cream, is permitted provided that 50 percent or more of the products are sold at retail from the same building, and all activities and storage occur on site.
- (8) Health and physical fitness centers
- (9) Indoor restaurants, as defined in Section 122-2, for sit down, carryout, and delivery, providing there are no drive through facilities.
- (10) Inns and Bed and Breakfast lodgings, subject to the specific provisions in section 122-778
- (11) Laundry and dry cleaning customer outlets (no dry cleaning is permitted on the premises), coin operated laundromats, self-serve dry cleaning establishments, and similar operations, provided that all services performed on the premises shall be sold at retail on the same premises
- (12) Massage practitioner office, subject to the specific provisions in section 122-792
- (13) Office buildings and uses, including offices for administration services, accounting, clerical, drafting, education, executive, insurance, tax preparation, professional real estate, research, sales agent, attorney, stock broker, technical training, stenographic, writing, medical and dental offices, and similar professional office uses.
- (14) Open space areas such as conservation areas, wildlife preserves, forests preserves, arboreta, botanical or zoological gardens. No structure shall be erected on dedicated open space areas which is not clearly incidental to the principal use of the land.
- (15) Person service shops, such as a tailor, barber, beauty, shoe repair, locksmith, photocopy services, photo processing, or similar personal services shop.
- (16) Photography studios
- (17) Retail businesses, such as food stores, grocery stores, food cooperatives, meats, dairy products, baked goods, ice cream, personal use items (Drugs, health care, dry goods, notions, hardware, books, magazines, periodicals, stationary and school supplies), florists shops, hobby and craft stores, gifts, antiques, jewelry, small household articles, tobacco products, toilet articles, wearing apparel and personal accessories, toys, and similar products.
- (18) Service and retail establishments: computer sales and repair, electronics repair shops, postal centers, small appliance sales and repair, and similar special retail establishments.
- (19) Studios of artists or photographers; and the handcrafted production of pottery, glass items, neon sculpture, jewelry, silk screening, needle work, stone and wood work and similar items. The retail sale of work produced on premises shall be permitted. Kilns shall be fired only by electricity or gas.

- (20) Theaters, when completely enclosed

Sec. 122-531. Permitted Accessory Uses

- (1) Accessory uses customarily incidental and clearly ancillary to the above permitted uses when in accordance with Article XI, Division 2.

Sec. 122-532. Special uses.

The following uses may be permitted, subject to the conditions specified for each use, review, and approval of the Planning Commission, the imposition of special conditions which in the opinion of the Planning Commission are necessary to fulfill the purposes of this Ordinance, and the procedures set forth in Article 28.

- (1) Any use which may meet the intent of this district and is similar to the uses in this section.
- (2) Child care centers and group day care homes and centers (not including dormitories), when not operated in connection with a private or public school or church/synagogue, subject to the specific provisions in section 122-779.
- (3) Child drop-off centers, licensed by the State of Michigan, where minor children are not cared for longer periods than four (4) hours.
- (4) Nursing homes, convalescent homes, and rest homes, subject to the specific provisions in section 122-796.
- (5) Organized markets such as a farmers' market
- (6) All permitted uses of greater than five thousand (5,000) square feet for single business occupant.

Sec. 122-533. Area regulations.

Upon the change of use as defined in Section 122-205, no building or structure nor any enlargement thereof shall be hereafter erected except in conformance with the following lot area, yard, and building coverage requirements:

- (1) *Front Yard.* There shall be a front yard of not greater than twenty (20) feet as measured from the front lot line.
- (2) New developments shall achieve a minimum floor area ratio (FAR) of 1:1.

Sec. 122-534. Height regulations.

No building or structure shall be less than two (2) stories in height at street frontage.

Sec. 122-535. Development Standards.

Buildings and uses in the RRD District shall be subject to the following standards and all applicable standards and requirements set forth in this Ordinance:

(1) Access, Parking, Service

- a. No parking area is permitted in the front yard setback. Garage openings must be in rear or side of buildings. Uses allowed within front setback include, sidewalk cafes or customer service areas, and patios, porches and gardens.
- b. No minimum parking standard shall apply to any commercial use within the RRD, however a minimum of 1.5 parking spaces shall be provided for each residential unit. This calculation shall supersede the formulae specified in section 122-836.
- c. Bicycle parking spaces shall be provided for all uses at a ratio of 1 bicycle parking space per 5 automobile parking spaces provided.
- d. Buildings must have pedestrian access and have connectivity to an overall non-motorized system.

(2) Building Scale and Articulation

- a. Buildings must have orientation to the street frontage, or publically accessible pedestrian way or park.
- b. Facades facing a street right-of-way or other publicly accessible right of way shall not consist of a blank wall and shall incorporate window and/or door openings or other architectural design features to limit the appearance of blank walls.
- c. For commercial uses, a minimum 50% area of the first floor façade must be comprised of windows, doors, openings or other architectural design features to limit the appearance of blank walls.
- d. Buildings exceeding fifty (50) feet in width shall utilize at least three (3) of the following design features to provide visual relief and variation along any façade facing public streets or private drives:
 - i. Vertical offset in ridge line;
 - ii. Gables;
 - iii. Exaggerated cornices or bracketed eaves;
 - iv. Dormers; or
 - v. Covered entries;
 - vi. Cupolas;
 - vii. Pillars or posts;
 - viii. Varied width;
 - ix. Balconies;
 - x. Bay or bow windows (minimum 12 inch projection);
 - xi. Off-sets in building facade (minimum 16 inches); or
 - xii. Other architectural feature that achieves the intent of this paragraph.

(3) Materials.

All walls visible from any public or private right-of-way shall be finished primarily in a durable hard surface such as brick, stone, wood, or cement-based siding products. These primary

materials shall make up a minimum of 60% of the solid wall area, exclusive of windows and doors. Vinyl products and aluminum siding do not satisfy this requirement.

(4) Landscaping

- a. Where screening of development or parking area is required, landscaped berms shall not be used. Screening shall be provided via solid walls, fences, or evergreen plantings.
- b. Greenbelt and foundation landscaping requirements shall be waived for any portion of a building that has no setback from the property line. At the discretion of the Planning Commission, hardscape materials may be substituted for lawn and plant materials in order to facilitate outdoor dining and similar uses.
- c. Street trees shall be provided along all street right-of-ways, within the right-of-way. A minimum of one street tree shall be provided for each 30 feet of street frontage. Tree selections and installation methods shall comply with standards and unified streetscape plans provided by the City prior to site plan approval.
- d. Public open space shall not count toward FAR calculations. Such open space must be contiguous with public parkland or right-of-way, must be deeded to the City or subject to a public access and use easement, and must be usable space, such as plazas or recreational space. Parking area landscaping, screening, and other required landscaping shall not be considered public open space.

CRD / RRD DISTRICT SIGNAGE AMENDMENTS

(As recommended to Council by Planning Commission, 02/18/09)

Sec. 122-875. Number of signs permitted.

- (a) The number of signs which may be erected on each lot pursuant to this article, shall be determined by reference to the zoning district in which the sign is located.

District	Number of Signs
R1	1
R2	2
R3, R4	2
RO, RC, RRD	2
B1, B2	2
B3, B4, CRD	3
WS, M1, M2, CI	3

Sec. 122-880. Schedule A--Area, height and placement regulations for permanent signs.

Zoning District	Categories of Signs Allowed	Maximum Square Footage of Ground or Pole Signs (Square Feet)	Maximum Height of Ground or Pole Signs (Feet)	Sign Placement Requirements
R1	Any 1 of following 3 categories: #1, #3, #5	6	6	Within front, side and rear of property lines
R2	Any 2 of following 3 categories: #1, #3, #5	6	8	Within front, side and rear of property lines
R3, R4	Any 2 of following 3 categories: #1, #3, #5	16, 32	8	Within front side, and rear property lines
RO, RRD	Any 2 of following 3 categories: #1, #3, #5	30	8	Within front, side and rear property lines
B1, B2	Any 2 of following 3 categories: #1, #2, or #3	40	10	Within front, side and rear property lines
CRD	Any 3 of following categories: #1, #3, #4, #5, #6	40	10	Within front, side and rear property lines
B3, B4	Any 3 of following categories: #1, or #2, #3, #4, #5, #6	150	35	Within front, side and rear property lines
WS, M1, M2, CI	Any 3 of following categories: #1 or #2, #3, #4, #5, #6	150	35	Within front, side and rear property lines

Categories:

- | | |
|----------------|---------------|
| #1 Ground sign | #4 Roof sign |
| #2 Pole sign | #5 Marquee |
| #3 Wall sign | #6 Projecting |

Exhibit 4. Existing Zoning Water Street & Surroundings

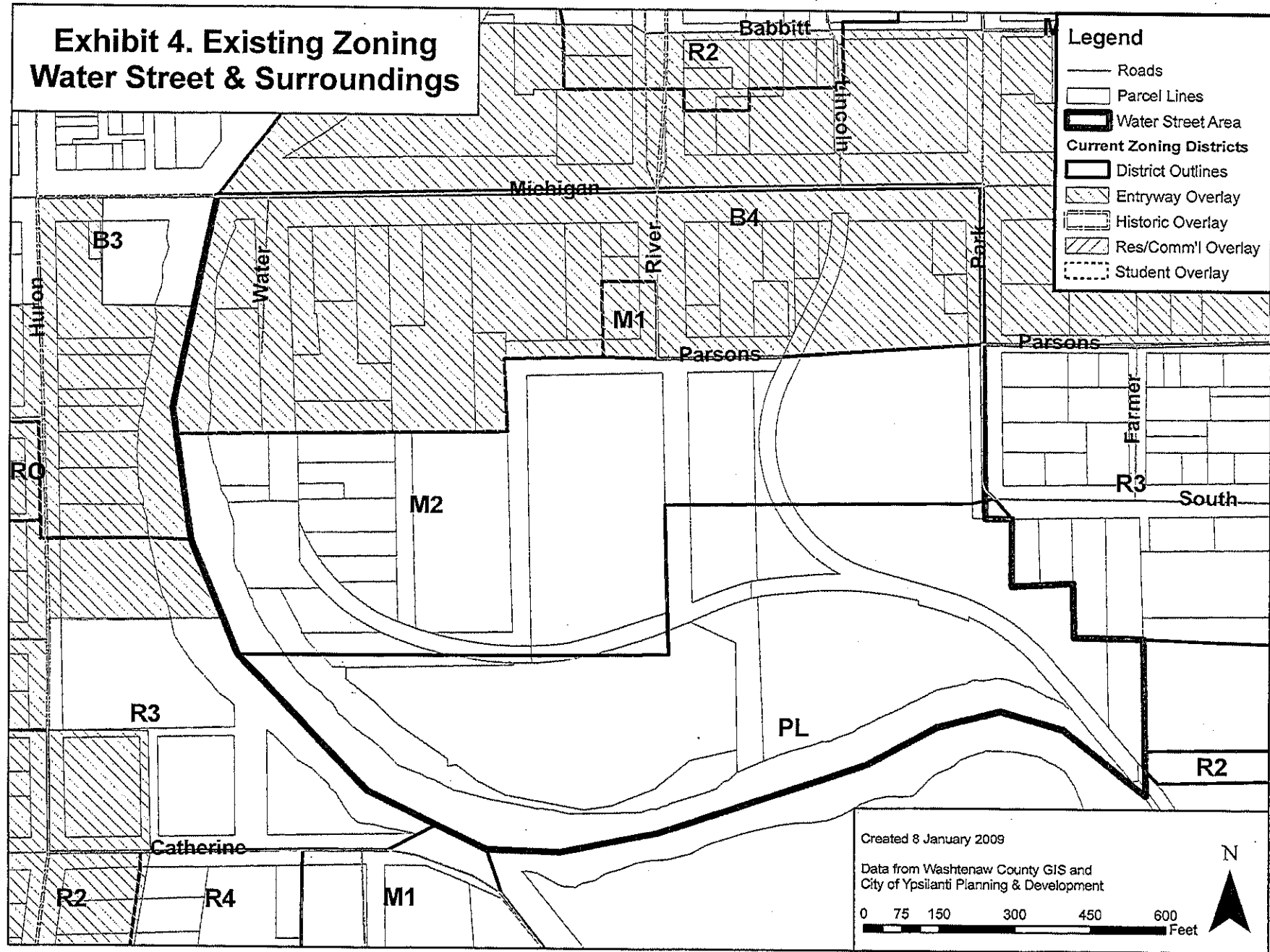
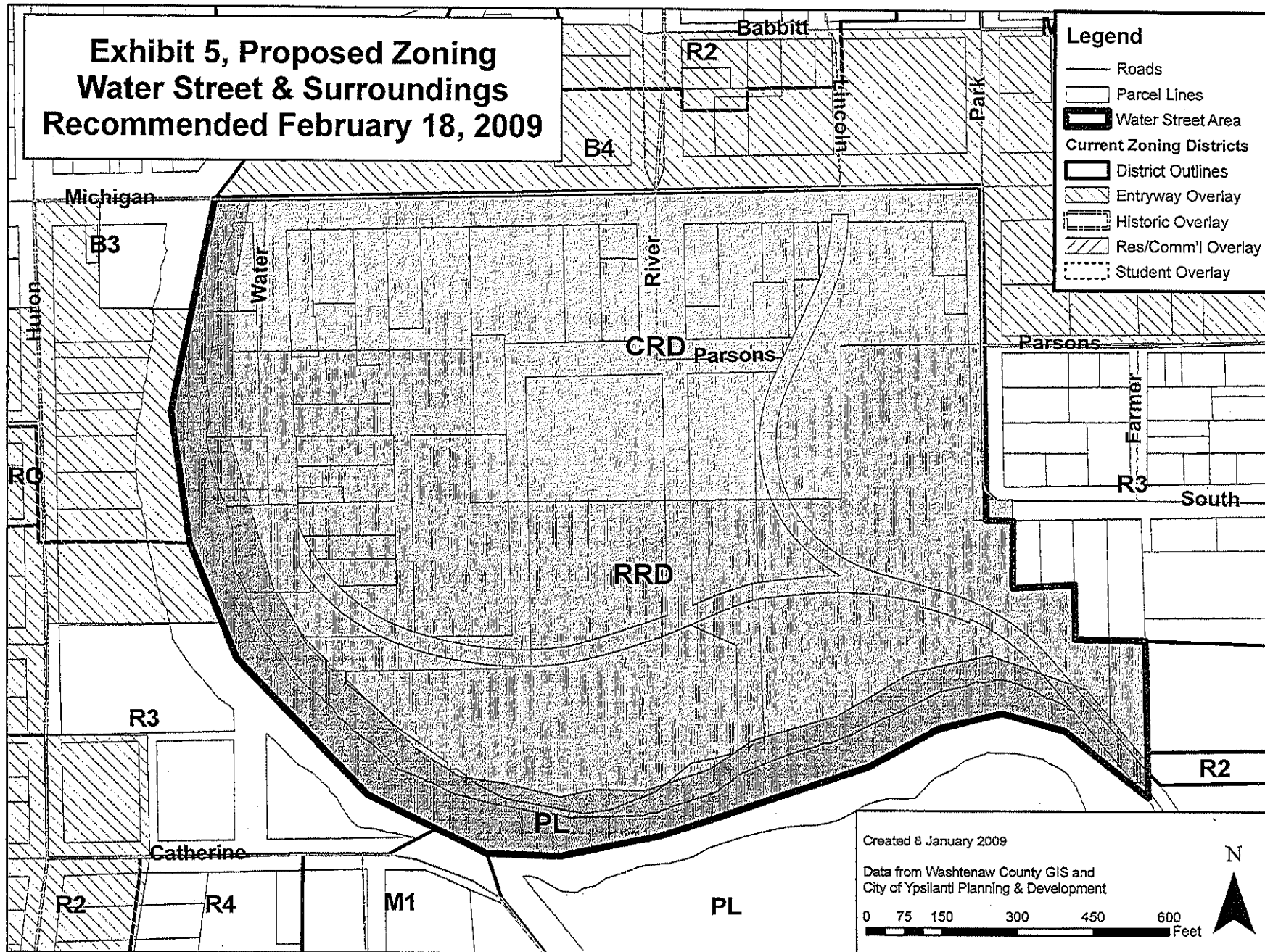


Exhibit 5, Proposed Zoning Water Street & Surroundings Recommended February 18, 2009



ARTICLE IX. PLANNED UNIT DEVELOPMENT*

*State law reference(s)—Planned unit development, MCL 125.584b, MSA 5.2934(2).

Sec. 122-571. Description and purpose.

- (a) It is the purpose of this article to provide guidelines for development or redevelopment which is planned as a unit. Toward this end, it is the intent of these regulations to allow flexibility in the regulation of land development; encourage innovation in land use and variety in design, layout, and type of structures constructed; achieve economy and efficiency in the use of land, energy, public services, and utilities; encourage useful open space; provide better housing, employment, shopping opportunities, compatibility of design, and use between neighboring properties; facilitate the preservation and reuse of historic structures; and encourage development that is consistent with the city's master land use plan.
- (b) The approval of a planned unit development application shall require an amendment to this chapter to revise the zoning map and designate the subject property as "PUD, planned unit development." An approval granted under this article, including all aspects of the final site development plan and conditions imposed on it, shall constitute an inseparable part of this chapter.
- (c) The provisions of this article are not intended as a device for ignoring this chapter, the specific standards set forth in this chapter, or the planning upon which it has been based. Provisions of this article are intended to result in land development substantially consistent with the zoning standards generally applied to the proposed uses, allowing for modifications and departures from generally applicable standards in accordance with the guidelines of this article to insure appropriate, fair, and consistent decision-making.

(Ord. No. 626A, § 5.144, 7-15-1994; Ord. No. 1087, 2-3-2009)

Sec. 122-572. Permitted uses.

In a planned unit development, the principal uses which shall be permitted shall be based on the underlying zoning district. City Council may also consider, upon Planning Commission recommendation, the City of

Ypsilanti Master Plan as a basis for principal uses permitted in a planned unit development.

<i>Underlying Zoning District</i>	<i>Permitted Uses under Planned Unit Development</i>
R1, R2	Planned unit developments shall not be permitted in these districts.
R3, R4	Any combination of uses permitted in the R3 and R4 zoning districts. Limited commercial, service, and office uses shall be permitted if in combination with and related to residential uses.
RO, B1, B2, B3 or RC	Any combination of uses permitted in the RO, B1, B2, B3 or RC (Ord. No. 918, 8-4-2000) zoning districts. Residential uses shall be permitted only if in combination with such commercial or office uses.
B4, WS or CI	All commercial, service, and office uses or any combination of such uses shall be permitted. Limited light industrial uses shall be permitted if in combination with such commercial or office uses. However, the CI district shall permit a standalone light industrial use. (Ord. No. 918, 8-4-2000)
M1, M2	All industrial and office uses and any combination of such uses. Limited commercial and service uses shall be permitted if in combination with industrial uses. Residential uses shall not be permitted.
<u>CRD, RRD</u>	<u>Any combination of uses permitted in the CRD or RRD zoning districts, or other uses consistent with the Master Plan.</u>

(Ord. No. 626A, § 5.145, 7-15-1994; Ord. No. 970 1-2-03)

Sec. 122-573. Requirements for planned unit developments.

The following requirements shall apply to all planned unit developments:

- (1) *Unified control.* The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with this chapter. The applicant shall provide legal documentation of a single

Exhibit 6. – Planned Unit Development text amendments for CRD/RRD districts

ownership or control in the form of agreements, contracts, covenants, and deed restrictions which indicate that the development can be completed as shown on the plans, and further, that all portions of the development that are not to be maintained or operated at public expense will continue to be operated and maintained by the developers or their successors.

- (2) *Minimum size.* The minimum size of a planned unit development shall be 43,560 square feet (one acre) of contiguous land. The city council may approve a planned unit development for a parcel as small as 21,780 square feet (one-half acre) if the proposal involves the preservation and/or adaptive reuse of a historically significant structure. The historical significance shall be determined by the city historic district commission.
- (3) *Applicable base regulations.* Unless waived or modified in accordance with the procedures and standards set forth in this article, the yard, bulk, parking, loading, landscaping, lighting, general provisions, and all other standards set forth in this chapter for the uses listed below shall be applicable for uses proposed as part of a planned unit development:
 - a. Multiple-family residential uses shall comply with the regulations applicable in the R4 multiple-family residential district.
 - b. Commercial and office uses shall comply with the regulations applicable in the B3 central business district.
 - c. Manufacturing uses shall comply with the regulations applicable in the M2 light manufacturing district.
 - d. Mixed uses shall comply with the regulations applicable for each individual use, as outlined above, except that if conflicts exist between provisions, the regulations applicable to the most dominant use shall apply.
 - e. Regardless of use, planned unit development with an underlying zoning district of CRD or RRD shall comply with the regulations applicable in that underlying district.
 - f. To encourage flexibility and creativity in development consistent with the planned development concept, departures from compliance with the base regulations may be granted by the city council, upon recommendation of the planning

commission, as a part of the approval of the planned development. For example, such departures may include modifications of lot dimensional standards, setback requirements, density standards, parking and landscaping requirements, and similar requirements. Such departures may be approved only on the condition that they will result in a higher quality of development than would be possible using conventional zoning standards.

- (4) *Street access.* Each lot, main building, and principal use within a planned development district shall have vehicular access to a public street. Adequate provision shall be made for dedications of land for streets and essential services.
- (5) *Usable open space.* The proposed development shall contain at least as much open space as would otherwise be required by the existing underlying zoning.
- (6) *Landscaping and maintenance of common areas.* All required yards and common areas shall be landscaped and adequately and permanently maintained by the property owner, tenant, or organization responsible for maintaining common areas. Through an irrevocable conveyance, such as deed restrictions or covenants that run with the land, the developer shall assure that all yards and common areas will be developed in accordance to the site plan and not changed to another use.
- (7) *Additional considerations.* During review of a proposed planned development, the planning commission shall take into account the following considerations which may be relevant to a particular project: perimeter setbacks and screening; thoroughfares, drainage, as provided for in best management practices as appropriate, and utility design; underground installation of utilities; insulating pedestrian circulation from vehicular thoroughfares and ways; achievement of an integrated development with respect to signage, lighting, landscaping and building materials; and noise reduction mechanisms, particularly in cases where nonresidential uses adjoin off-site residentially-zoned property.

(Ord. No. 626A, § 5.146, 7-15-1994)

EXHIBIT D

RESTRICTIVE COVENANT AGREEMENT

DECLARATION OF RESTRICTIVE COVENANT

This transfer is exempt from taxation pursuant to MCLA 207.505(a) and MCLA 207.526(a), the consideration being less than One Hundred Dollars and pursuant to MCLA 207.505(l) and MCLA 207.526(n), confirming a title already vested in Grantee.

THIS DECLARATION (the "Declaration") is made by **THE CITY OF YPSILANTI**, a Michigan municipal corporation, of One South Huron Street, Ypsilanti, Michigan 48197 ("Declarant"), being the owner of property situated in the County of Washtenaw, and State of Michigan, described in Exhibit A attached hereto (the "Retained Property"):

Background

Declarant owns the Retained Property. Simultaneously upon execution of this Declaration, Declarant has sold the real property (the "Sale Property") described on attached Exhibit B to Ninety Nine 90, LLC (the "Purchaser"). As a condition of Purchaser's willingness to purchase the Sale Property, Declarant agreed to restrict the use of the Retained Property as follows:

Declarations

1. Use Restrictions. For so long as Family Dollar, its successors or assigns, is open and operating a fully staffed and inventoried variety store, variety discount store, discount department store, dollar store, liquidation or close-out store on the Sale Property, from being used as any variety store, variety discount store, discount department store, dollar store, liquidation or close-out store, or any store similar to a Family Dollar store in operation or merchandise including, but not limited to, Dollar General, Bonus Dollar, dd's Discounts, Deal\$, Only Deals, 99 Cents Only, Dollar Tree, Fred's, or Marc's (the "Exclusive Use Restriction"); provided, however, the Exclusive Use Restriction shall not prohibit any portion of the Retained Property from being used as (a) a big box discount department store (the term "big box discount department store" shall not include those stores listed above) which exceeds Thirty Thousand (30,000) square feet (like a Target, Meijer, Wal-Mart or Kmart), (b) a drug store, (c) a grocery store, (d) a toy store, (e) a hobby store, (f) a sporting goods store, (g) a card and gift store, (h) a hardware store, (i) a home improvement store, (j) an auto supply store, (k) an electronics store, (l) an office supply store, or (m) any other store selling a single category of merchandise, even though the category may be a broad one such as toys or hardware.

2. Duration. This Declaration shall remain in full force and effect while Family Dollar is constructing a dollar store on the Sale Property, but shall automatically terminate in the event Family Dollar does not open within the period required by the Purchase Agreement. Once Family Dollar has opened, this Declaration shall automatically terminate when Family Dollar, its successors or assigns, fails to operate a fully staffed variety store, variety discount store, discount department store, dollar store, liquidation or close-out store on the Sale Property for period of 6 consecutive months or more, other than in connection with a renovation or restoration in connection with a casualty. This Declaration will not

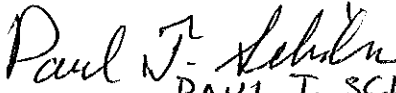
terminate in connection with a renovation or restoration so long as Family Dollar is diligently pursuing such renovation or restoration.

3. Enforcement. In the event of a violation or breach of this Declaration, Purchaser, and its successors and assigns, shall have the right to proceed at law or in equity to compel compliance with the Declaration or to prevent its violation or breach. The Declarant's obligation to Purchaser shall be limited to recording of this Declaration and Declarant's own acts which violate the Exclusive Use Restriction. Declarant shall have no personal liability to Purchaser, any successor owner of the Sale Property, or Family Dollar for any violation of this Declaration by any party other than Declarant.

4 Amendment. The provisions of this instrument may be amended or terminated, but only with the consent of the owner of the Sale Property.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictive Covenant effective on the ____ day of _____, 2013.

The City of Ypsilanti, a Michigan municipal corporation.

By: 
PAUL T. SCHREIBER

Its: Mayor

And

By:

Its:

STATE OF MICHIGAN

)

)ss.

COUNTY OF WASHTENAW

)

The foregoing instrument was acknowledged before me, a notary public, this ____ day of _____, 2013, by _____, the Mayor of The City of Ypsilanti, a Michigan municipal corporation, on behalf of said corporation.

_____, Notary Public

_____, County, _____

My commission expires: _____

)

)

, Notary Public

My commission expires: _____

EXHIBIT E
COVENANT DEED

SPACE ABOVE THIS LINE FOR RECORDING PURPOSES

COVENANT DEED

Grantor, **City of Ypsilanti**, whose address is One South Huron Street, Ypsilanti, Michigan 48197, does hereby grant, bargain and convey to Grantee, **Ninety Nine 90, LLC**, whose address is _____, the following described real property situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, more fully described as follows:

See attached Exhibit A

together with Grantor's interest in all and singular the rights, tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining ("Property"), and all of the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or in equity, of, in and to the Property.

No portion of the Property shall be owned and/or used by any entity that would qualify the Property as exempt for ad valorem taxes and/or assessments.

Subject to conditions, restrictions, easements, limitations and rights-of-way of record, any liens for taxes not yet due and payable, any matters which would be disclosed by a current survey, zoning or other governmental restrictions.

Grantor grants to Grantee the right to make no divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Consideration is set forth on the Real Estate Transfer Tax Valuation Affidavit filed herewith.

Grantor will warrant and defend the conveyed premises against the lawful claims and demands of all persons claiming through Grantor but against no other person including predecessors in title.

signatures on the following page

Dated this _____ day of _____, 2013

City of Ypsilanti, a Michigan municipal corporation.

By: 
PAUL T. SCHREIBER
Its: Mayor

And

By:

Its:

STATE OF MICHIGAN)
)ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me, a notary public, this _____ day of _____, 2013, by _____, the Mayor of The City of Ypsilanti, a Michigan municipal corporation, on behalf of said corporation.

_____, Notary Public
_____, County, _____
My commission expires: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me, a notary public, this _____ day of _____, 2013, by _____, the Mayor of The City of Ypsilanti, a Michigan municipal corporation, on behalf of said corporation.

_____, Notary Public
_____, County, _____
My commission expires: _____

Drafted by and when recorded return to:

Exhibit A to Covenant Deed

Legal Description

EXHIBIT F
LOCATION OF THE SHARED DRIVE

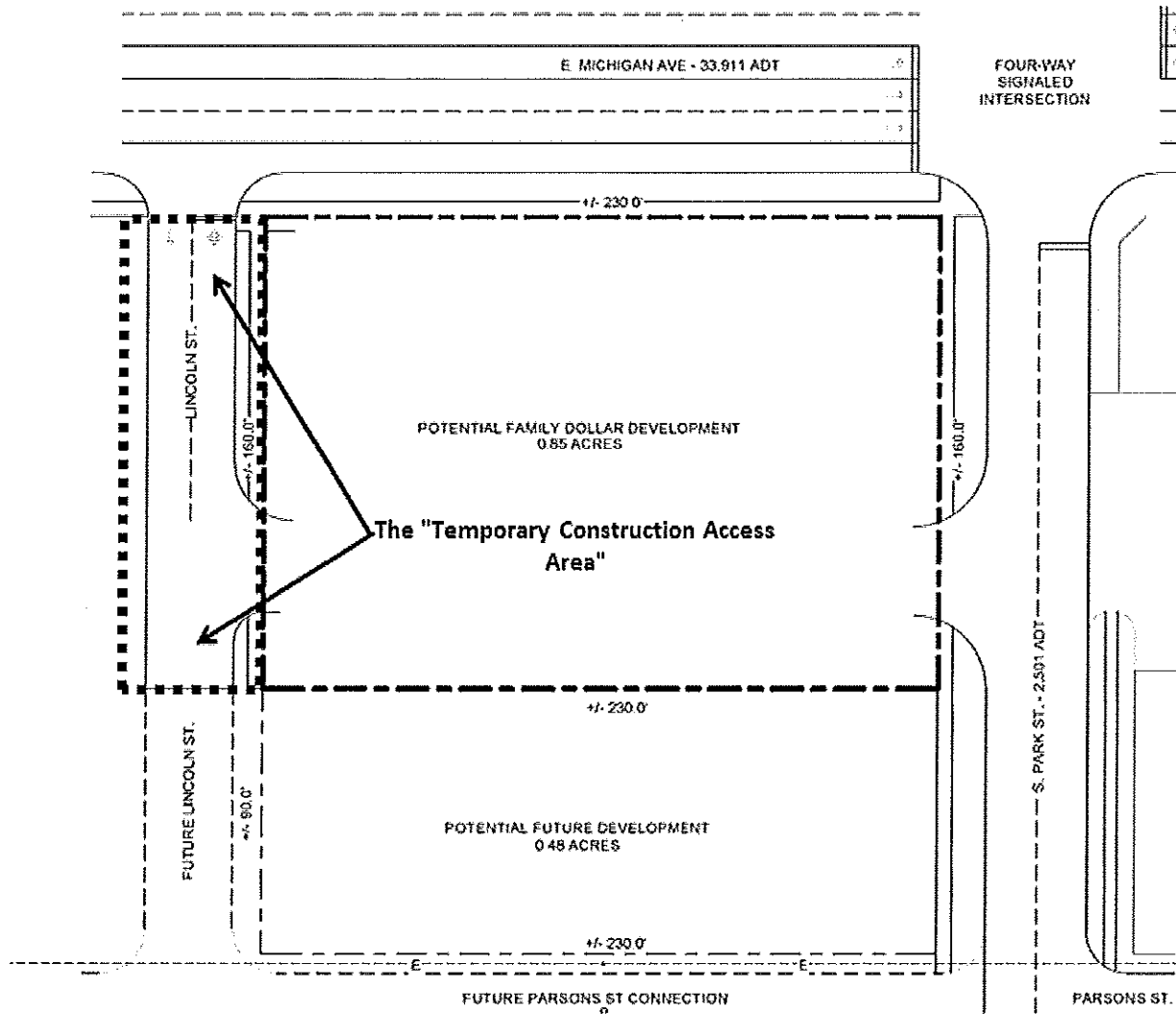


EXHIBIT G

ACCESS DRIVE EASEMENT AGREEMENT

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2013, by and between FAMILY DOLLAR STORES OF MICHIGAN, INC. ("First Party") and the City of Ypsilanti, a Michigan municipal corporation ("Second Party").

WHEREAS, First Party is the owner of a tract of real property located in City of Ypsilanti, County of Washtenaw, State of Michigan, more particularly described on Exhibit A attached hereto and incorporated by reference (the "First Party Tract"), and intends to develop the First Party Tract to be used for retail purposes; and

WHEREAS, Second Party owns a tract of real property adjacent to and lying next to the First Party Tract, also located in City of Ypsilanti, County of Washtenaw, State of Michigan, more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Second Party Tract"); and

WHEREAS, Second Party desires to grant to First Party easements of access, ingress and egress to enable the First Party and their respective Permittees (as hereinafter defined) access over and through that portion of the Second Party Tract described on Exhibit C (the "Access Easement"); and

WHEREAS, First Party desires to construct a road over the Access Easement Parcel, same being a part the Second Party Tract and Second Party is willing to grant a construction easement for the construction of the driveway; and

WHEREAS, the parties desire to enter into other agreements regarding the use of their respective parcels as set forth herein;

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Grant of Construction Easement. Second Party hereby grants to First Party a temporary construction easement (the "Construction Easement") on, over and across that portion of the Second Party Tract depicted on Exhibit C (the "Construction Easement Parcel") for the purpose of constructing the road and sidewalk improvements described on Exhibit ____ (the "Access Drive Improvements") within the Access Road Parcel. The location of the Construction Access Easement is shown on Exhibit C attached hereto and incorporated by reference. The Construction Easement shall be a temporary easement, existing for a period of ____ days (the "Construction Period") beginning on the date (the "Commencement Date") that First Party commences construction of the Access Drive Improvements. The Commencement Date shall be set forth in a written notice from First Party to Second Party given not

less than ten (10) days prior to the Commencement Date. First Party shall construct the Access Drive Improvements within the Access Easement Parcel during the Construction Period in a manner that will not unreasonably interfere with business operations on the Second Party Tract or with the orderly flow of traffic thereon. First Party shall obtain and pay for all permits, approvals and licenses necessary for the construction and use of the Access Drive Improvements. The Access Drive Improvements shall be constructed in accordance with all applicable laws, codes, ordinances and other requirements of governmental authorities having jurisdiction thereof. The Access Drive Improvements shall be constructed in a good and workmanlike manner in accordance with the Site Plan and pursuant to the specifications for roads and sidewalks and curbcuts owned by the City of Ypsilanti. First Party shall pay all costs or expenses related to the construction of the Access Drive Improvements and shall not permit any lien to attach to the Second Party Tract or any part thereof. The Construction Easement shall automatically terminate upon the expiration of the Construction Period; provided, however, in no event shall the Construction Period last more than one (1) year from the date of recordation of this Agreement. First Party shall indemnify, defend and hold Second Party harmless from and against any claims, losses, causes of action, and damages (including attorney's fees for counsel selected by Second Party) arising out of First Party's construction of the Cross Access Drive and use of the Construction Easement.

2. Grant of Easements of Access, Ingress and Egress.

(a) Second Party hereby grants to First Party, and their respective Permittees (as hereinafter defined), a perpetual, permanent, non-exclusive easement over and across the Access Easement Parcel described on the attached Exhibit D for vehicular and pedestrian traffic (e.g., driveways and curb cuts), which easement shall be for use by First Party for vehicular access, ingress and egress (but not parking) to and from the First Party Tract to Michigan Avenue. Said easement shall hereinafter be referred to as the "Access Easement."

(b) Notwithstanding the above, the Access Easement is contingent upon the completion of construction of the Access Drive Improvements in accordance with the requirements set forth in Section 1 above.

3. Covenants Running with the Land. The Access Easement herein granted by Second Party to First Party shall run with the land. Second Party hereby warrants and covenants with First Party that it has the right to convey such easements and that the easements are unencumbered except for easements and restrictions of record on the date hereof.

4. Maintenance. First Party shall, at its sole cost and expense, maintain the Access Drive Improvements until such time as the Access Drive Improvements are utilized by any party other than the First Party for access to any portion of the Second Party Tract ("Third Party Use"). Upon the commencement of any Third Party Use, the First Party and the third party shall share maintenance costs for the Access Drive equally until the Access Drive or Access Drive Improvements can be dedicated. Further, upon the commencement of any Third Party Use, the Access Drive shall be dedicated and the Second Party shall cooperate with the First Party to accept such dedication as soon as practicable.. In the event any party fails to maintain, repair or replace the Access Drive as set forth above, the other parties shall have the right to perform such maintenance, repair and/or replacement. If any party fails to reimburse the other party for maintenance, repair and/or replacement costs associated with the Access Drive within thirty (30) days after demand for same is made, the party performing such maintenance, repair and/or replacement shall have the right, in addition to any other remedies at law or in equity, to file a lien for the unpaid amounts against the parcel owned by the party facility to reimburse, as applicable, which such lien shall be subordinate to any first mortgage lien. As used in this Agreement, the term "maintain" or "maintenance" shall mean to: (a) maintain (including periodic patching and resurfacing) the

Access Drive Improvements in a good and safe condition and state of repair; (b) replace the Access Drive Improvements as needed to ensure that it is kept in a good and safe condition and state of repair; and (c) keep the Access Drive free and clear from unreasonable accumulations of snow, ice, leaves, debris, litter or other obstructions. All maintenance, repair and/or replacement activities shall be performed in a lien-free, good and workmanlike manner and undertaken in such a manner so as not to unreasonably interfere with the use and enjoyment of the Access Drive. Once the Access Drive is dedicated, the maintenance obligations of the First Party and the any third party set forth herein shall terminate automatically.

5. Condemnation. Nothing in this Agreement shall be construed to give one party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting the other party's rights or giving the public or any government any rights. The parties may file collateral claims with the condemning authority for their losses that are separate and apart from the value of the land area and improvements taken.

6. Driveway Changes. First Party and Second Party each reserve the right to from time to time change the driveways and other traffic improvements located within their respective parcels other than the Access Drive. In the event either party wishes to modify the location of the Access Drive, the party must obtain the prior written consent of the other party, which may be granted or denied in that parties sole and exclusive discretion.

7. Permittees. As used herein, the term "Permittees" shall mean each party hereto, and their successors in title, and each of their respective tenants, employees, contractors, guests and invitees.

(Signature/Notary pages attached)

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES AS TO FIRST PARTY:	FIRST PARTY:
Signed: Print Name:	«FD_Entity», «FD_Entity_Description» By: Print Name: Title:
Signed: Print Name:	Dated:
STATE OF «STATE_FULL_NAME» COUNTY OF «COUNTY» I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____, of «FD_Entity», «FD_Entity_Description», freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification. WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2012. _____ Notary Public _____ Typed, printed or stamped name of Notary Public My Commission Expires: _____ _____	

WITNESSES AS TO SECOND PARTY:	SECOND PARTY:
Signed: Print Name: Signed: Print Name:	By: Print Name: Title: Dated:
STATE OF «STATE_FULL_NAME» COUNTY OF «COUNTY» I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____, of _____, a _____, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification. WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2012. _____ Notary Public _____ Typed, printed or stamped name of Notary Public My Commission Expires: _____	

TRACT - CONSENT AND SUBORDINATION OF LENDER

Lender Consent

_____, a _____ (*Type of Lender*), as holder of
that certain _____ (*Mortgage, Deed of Trust,*
etc.) dated _____ with respect to the _____ **Tract**, hereby
consents to the terms and conditions contained in this Agreement and subordinates the lien of
said _____ (*Mortgage, Deed of Trust, etc.*) to
this Agreement.

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me on _____, 2011 by
_____, the _____ of
_____, a _____.

He/She is personally known to me, or produced _____ as identification.

Notary Public, State of

Name Printed:

My Commission expires:

[NOTARIAL SEAL]

EXHIBIT A

Description of First Party Tract

EXHIBIT B

Description of Second Party Tract

Temporary Construction Access Area

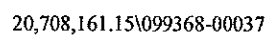
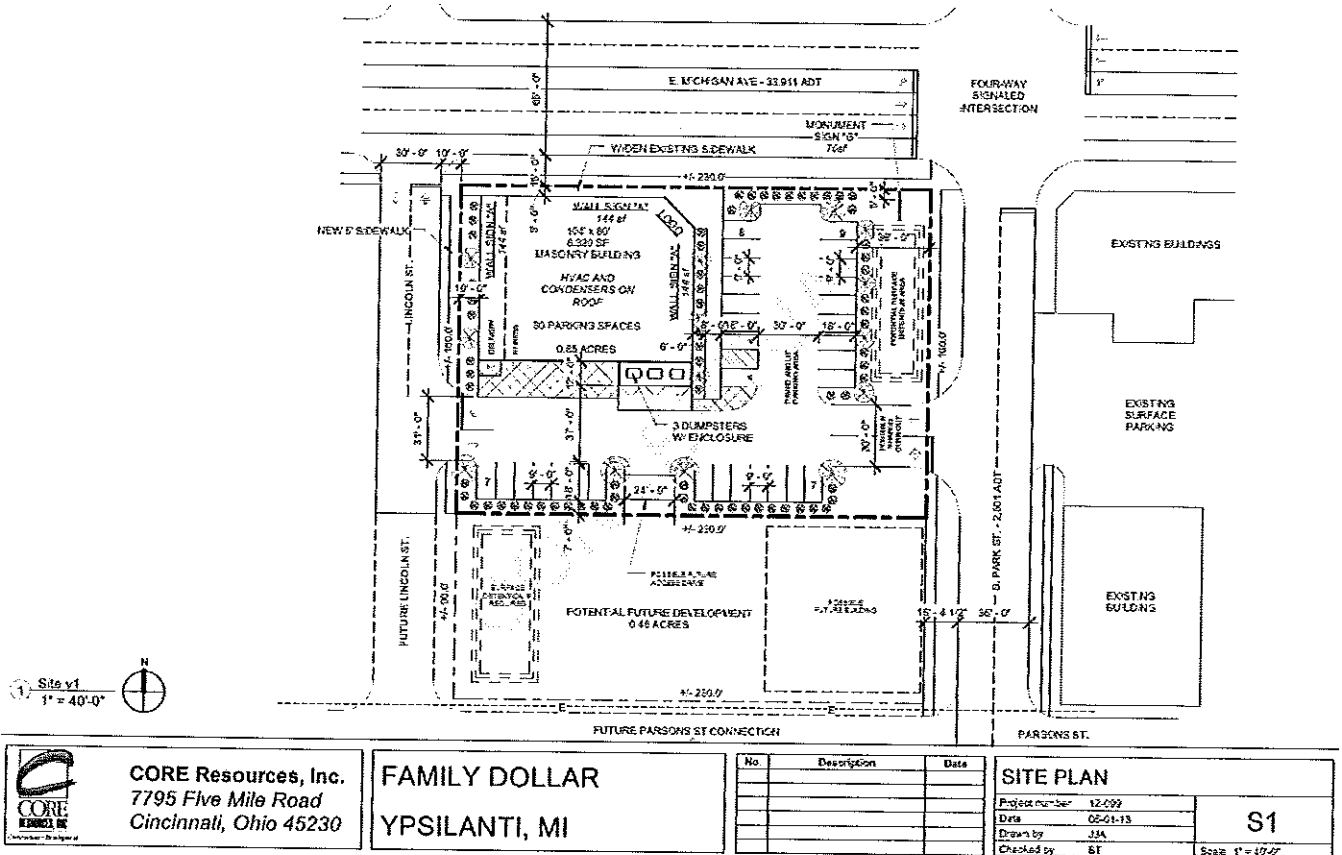


EXHIBIT C-1

CONCEPTUAL SITE PLAN

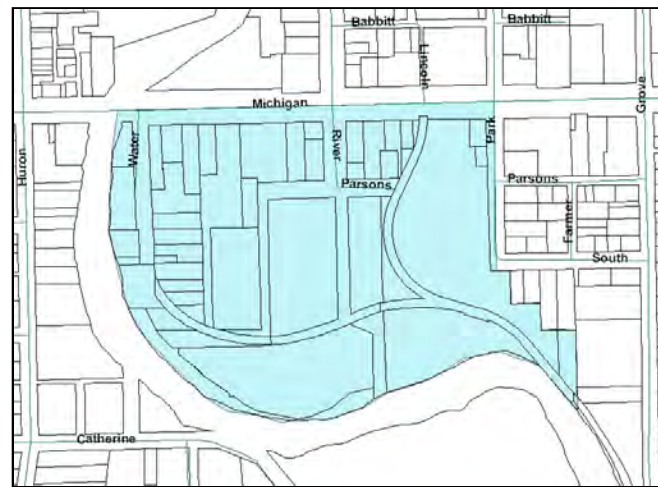


4. Water Street

Issue Identification

This area was historically characterized as having a mix of land uses, with residential, vacant, commercial, and industrial uses commingling haphazardly. The potential for redevelopment could have a large impact upon the Downtown and Michigan Avenue corridor and accordingly, the City of Ypsilanti has acquired approximately 38 acres to achieve a more viable land use pattern. Redevelopment of the area is now possible due to unified land control and the completion of environmental assessment of the site, as well as partial remediation and demolition performed to date. Other issues include the fact that this area is bounded by the Huron River on two sides; this is also a substantial potential asset for future uses, as is the proximity to Downtown and Depot Town. The issues for this area can be summarized below:

ISSUES	
Transportation/Circulation	✓
Transportation/Truck Impact	✓
Environmental/Contamination	✓
Environmental/Riverfront	✓
Land Use Conflicts	✓
Economic Revitalization	✓
Vulnerable Land Uses	
Aesthetics/Image	✓
Relation to Historic District	✓
Relation to Downtown	✓
Relation to Depot Town	✓



Water Street Area

Land Use Recommendations

Any development proposal or zoning changes for the site should promote the following goals:

- Redevelopment of the site including a mix of residential, retail, office, entertainment, medical, research, or other land uses or combinations compatible with the downtown business district
- Expansion and enhancement of public access to the Huron River
- Coordination of individual development projects to ensure compatibility both within the site and with nearby land uses
- Design standards that create an urban, rather than suburban or exurban, form
- Uses and site designs that take advantage of access to the river
- Effective transportation connections to the downtown business district and surrounding areas, including non-motorized, vehicular, and transit options

-
- Application of environmental best practices, such as LEED certification, low-impact design, etc, where practical

This area is designated Mixed Residential/Commercial on the Future Land Use map. Within the site, this could include a broad range of uses that capitalize on the site's location with regards to Michigan Avenue, the Huron River, and downtown. The river frontage is designated as parkland; at a minimum, a linear park with biking/walking trail will be provided along the river, and larger nodes may be included at points along this linear park.

Any residential component of the redevelopment will be of a higher density nature such as lofts, townhouses, or condominiums. Office, medical, research, and similar uses should take urban forms, avoiding low-density "office park" or automobile-oriented "strip" commercial configurations. Multiple components may be integrated into mixed-use structures, such as residential or office uses above commercial uses. Larger park or civic uses may be included in addition to the riverbank linear park, but are not seen as essential.

While proposals for all or large portions of the site may be considered, an incremental approach to redevelopment of the area may also be viable. In anticipation of proposals for either the entire site or portions of the site, the City should take steps to facilitate the review process for development that achieves these goals.

This facilitation is expected to include rezoning of these parcels to incorporate the goals of this target area, in order to provide potential developers with maximum predictability during the development process; future zoning amendments or Planned Unit Development proposals may be necessary to accommodate developments not predicted during this initial rezoning. The use of a new zoning district or overlay district and/or changes to existing zoning districts that communicate the desired development quality should be considered to add predictability to the development review process while achieving community goals for the area.

Appropriate zoning districts for this target area include new "Commercial/Residential Redevelopment Districts" designed to meet the Target Area's goals, and could also include B3 for the Michigan Avenue frontage and R/C or RO for the site interior. Specialized craft-industrial uses, such as those found in the W/S district, could also be appropriate.



City of Ypsilanti

Planning and Development Department

Planning Commission Agenda: August 28, 2013

**Staff Review of Site Plan and
Planned Unit Development (PUD) rezoning
400-412 N. River Street, proposed partial alley vacation,
107 E. Cross St.
Ypsilanti, Michigan**

GENERAL INFORMATION

Applicant:	Thompson Block Partners, LLC 221 Felch St. Ann Arbor, MI 48103
Project Name:	Thompson Block Redevelopment Partners
Application Date:	July 17, 2013
Location:	400-412 N. River Street, proposed partial alley vacation, 107 E. Cross St.
Zoning:	B3, Central Business District; R1, Single Family Residential; Historic District Overlay
Action Requested:	Site plan approval; Rezone to Planned Unit Development (PUD)

PROJECT AND SITE DESCRIPTION

The property commonly known as the Thompson Block (400-412 N. River) has been a redevelopment priority for the City and DDA for many years. Vacant for numerous years, its recent history has been problematic, exacerbated further by a devastating fire in 2009.

The damage from the fire to the southern structure created an illegal nonconforming status as it was not rebuilt in 18 months (see attached zoning letter). As a means of addressing the illegal non-conforming status and preserve and adaptively reuse the building, the applicants have applied for a adaptive reuse of a historically significant structure Planned Unit Development (PUD) rezoning and site plan approval.

The project will include three primary properties with access granted at a fourth. The property with the structures, 400-412 N. River (11-11-04-495-023) will be combined with a vacated alley

as well as 107 E. Cross (11-11-04-495-015) to create a single lot sized of approximately 0.56 acres, the minimum required for a historic preservation PUD is 0.5 acres.

Existing consent agreement between applicant and City

Post fire, the City and the property owners had pursued legal action related to post-fire activities such removing buttressing from the city right-of-way to support the building, stabilizing sections of the building in danger of collapse and ultimately securing and completing the building envelope. This consent agreement was approved by both parties in May of 2011. The final condition, completion of the exterior envelope, is due to be completed by Aug. 30, 2013. The applicant has requested an extension of the agreement subject to new requirements, which is currently under consideration by City Council.

Project Financing and Phasing

Prior to the 2009 fire, the Thompson Block redevelopment project had received a combination of public and private funding. Some of the public funding remains with the project, while other will need to be renewed. The project is estimated at \$4.8 million and includes the following financing plan:

- Total tax credits: \$2,907,280.00 total value, \$2,724,500.01 syndicated value.
- Total current commitment by investors: 174 shares available for \$10,000 each
- Combined funding being sought through bank and State of Michigan for \$2,900,000
- City OPRA abatement from 2006 estimated value for duration: \$530,000

SHPO has confirmed that the State Enhanced credits are available for the project until the end of calendar year 2016. The applicant is intending to either amend or reapply for the OPRA, as well as the brownfield TIF, as changes have been proposed for qualifying expenses related to TIF. Additionally, the applicant is seeking MEDC support as well as local investors at \$10,000 a share. A traditional bank loan is also being sought. More detail is in the applicant's application materials.

Site details

The proposed redevelopment area is 0.56 acres zoned a combination of B3, Central Business District; R1, Single Family Residential; and Historic District Overlay. The 400-412 N. River parcel is comprised almost entirely of the two structures of the Thompson Block. Right-of-way improvements are expected along the River Street frontage. The proposed reuse of the existing structure will include restoring the building and façade, with 16 upper story residential lofts, and a combination of commercial/retail uses on the first floor totaling approximately 10,000 sf. The vacated alley and the vacant 107 E. Cross will provide for parking, stormwater management, and buffer between the development and adjacent properties. The property at 113 E. Cross is being proposed to provide additional egress by the property owner, but will be considered in a separate site plan application.

REQUIRED INFORMATION – PUD SUBMITTAL

Section 122-575 provides application requirements for Planned Unit Developments. These requirements include cover letter from applicant and owner, legal description, site plan at a maximum scale of one inch equals 50 ft. or larger prepared in accordance with 122-125 (site plan review). Additional required information: copy of agreements, covenants, or deed restrictions which will assure that the development will be completed and maintained as shown on the plans by the developer and successive owners; open spaces areas; architectural sketches; copy of deed restrictions; and required fees.

Required information has been submitted. The following has been provided:

- Ownership of existing parcels
- Legal description for parcels
- Lot combination submitted, subject to alley vacation
- Alley vacation process pending

Items to be Addressed: None

PUD PROCESS

Section 122-575 of the Zoning Ordinance provides review procedures for Planned Unit Development applications:

- 1) Pre-application conference
- 2) Formal PUD Application
- 3) Planning Commission Review, Public hearing, and Recommendation
- 4) City Council Action

The project is currently at stage #3, above. Planning and Development staff met with the applicant on a number of occasions to discuss the project. The Planning Commission will review and hold a public hearing on Wednesday, Aug. 28, 2013.

MASTER PLAN CONSIDERATION

The 1998 City of Ypsilanti Master Plan indicates a series of goals including the rehabilitation of historic structures.

In Objective 2.1: Encourage the rehabilitation of historic structures (page 57). Relevant sections follow:

- a. Consider strategies to permit flexibility in or obtain relief from certain code regulations to help facilitate the rehabilitation of upper stories for loft housing (for example, not requiring sprinkler systems, relief from fire separation requirements, barrier-free access requirements, etc.)
- d. Continue local incentives for restoration of historic buildings...
- e. Recruit developers for loft redevelopment and mixed use adaptive reuses of vacant structures.

In Objective 3.2: Attract business and facilitate housing opportunities:

f. Consider revitalization efforts for Depot Town

The future land use map maintains a central business designation for the 400-412 N. River parcel area but indicates the 107 E. Cross parcel stay single-family.

The draft 2013 master plan denotes the corner parcel (400-412 N. River St) as a central business. The alley and 107 E. Cross parcel are designated as central neighborhood. This designation is intended to have more flexibility in use and form and what is designated in the current master plan and zoning ordinance. Central neighborhoods are defined as: "...built before World War II, a grid block pattern and historic buildings with a variety of residential types and retail uses on corners." Using the 107 E. Cross St parcel as a parking area for 400-412 N. River would be a change from a future use as a single family residential dwelling. However, it provides a transition from the multifamily residential to the east to the more commercial Depot Town area, while supporting master plan goals of loft redevelopment, while contributing to an increase in residential density. Immediately across Cross Street, Standard Printing and the Automotive Heritage Museum have central business-style uses, as well as central business pedestrian and vehicle traffic volumes.

LAND USE AND ZONING

Figure 1: Subject Site Location

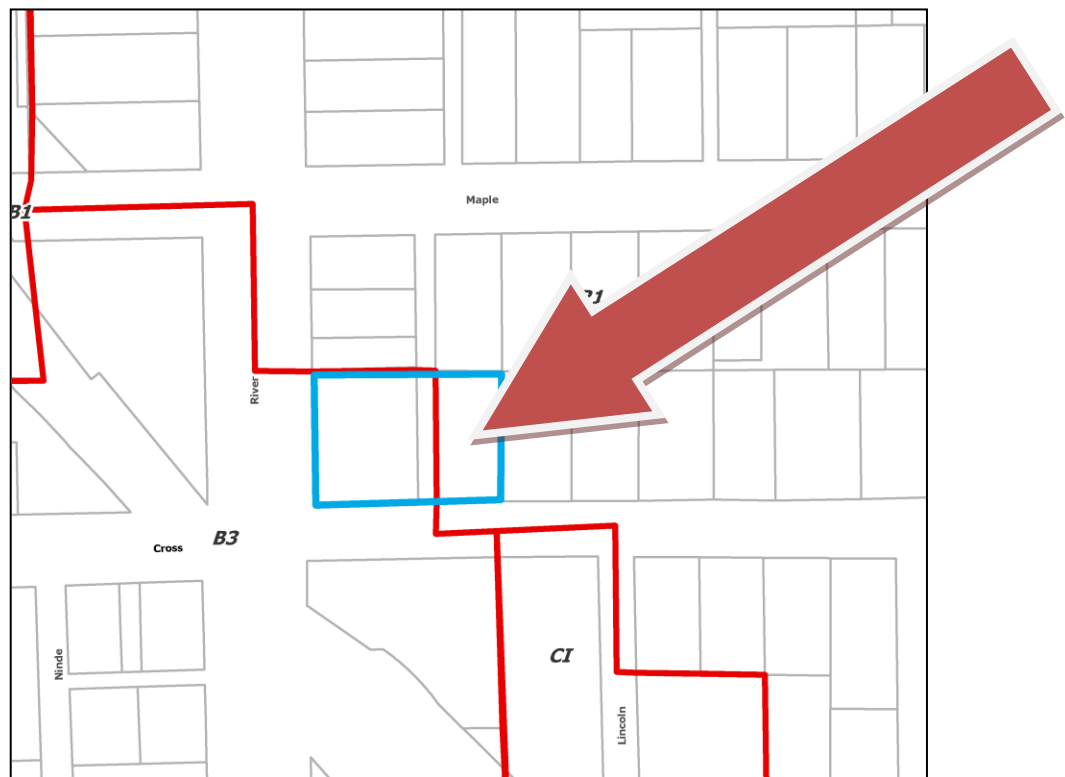


Figure 2: Site Aerial Photo (2010)



Table 1: Surrounding Land Use and Zoning

	LAND USE	ZONING
NORTH	3-unit residential; 4-unit residential;	R1, single family residential HO, historic overlay
EAST	7-unit residential; single family residential	R1, single family residential HO, historic overlay
SOUTH	Automotive Heritage Museum; Standard Printing	B3, Central Business CI, Commercial Industrial, HO, Historic overlay
WEST	Vacant Depot, parking lot	B3, Central Business HO, Historic overlay

AREA, WIDTH, HEIGHT, SETBACKS, DEVELOPMENT STANDARDS

The underlying district for the majority of the subject area is B3, Central Business district. The 107 E. Cross parcel is zoned R-1, single family residential. The ordinance notes that PUD is not allowed in R1, single family districts. However, section 122-572 of the zoning ordinance has this provision:

In a planned unit development, the principal uses which shall be permitted shall be based on the underlying zoning district. City Council may also consider, upon Planning commission recommendation, the City of Ypsilanti Master plan as a basis for principal uses permitted in a planned unit development.

Based on the current (1998 Master Plan) goals listed above including, encouraging the rehabilitation of historic structures, rehabilitation of upper stories for loft housing, and revitalization efforts for Depot Town. Staff recommends Planning Commission invoke the above provision and recommend that City Council use the master plan goals as a basis for the principal uses permitted in a planned unit district. Based on the zoning of the structure and adjacent Central Business designations in the Master Plan, the B3 – Central Business district will serve as the underlying district for the entire project area. This review will proceed based on the use of B3 as the underlying district.

Section 122-573 (3) of the PUD regulations state that base regulations may be modified to encourage flexibility and creativity in development, provided such modifications result in a higher quality of development than would otherwise be possible. Exemptions will be listed below to be noted on site plans and in PUD agreement. Even though a lot combination is included with this plan, the PUD agreement will consider the two parcels and alley as the project area.

Table 2: Area, Width, Height, Setbacks

	REQUIRED (B3 Central Business)	Existing	Proposed
LOT AREA / WIDTH / COVERAGE	The minimum lot area and width and the maximum percent of building coverage shall be determined by the use and the required off-street parking, loading, screening walls and yard setbacks as provided in this chapter for the respective uses and use districts.	Lot Area: 24,384 sf (.56 acres) Width: 186.46 ft (River) Lot Coverage: approx. 56% <i>Subject to vacation/lot combination</i>	Unchanged Show building and floor plan dimensions on site plan
SETBACKS			
Front (River)	Not less than 5 feet	0	Unchanged Exemption requested to preserve historic façade

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Street side (E. Cross)	Not less than 5 feet	0 from River to alley.	Unchanged Exemption requested to preserve historic façade
side	3	4	Unchanged
Rear	>25' from adjacent residential and screen in accordance with 122-703	67 feet	Unchanged; landscape screening provided
Side (north)	>25' from adjacent residential and screen in accordance with 122-703	None shown	Exemption requested to preserve historic façade; Install fencing in accordance with 122-703 along north side of structure
HEIGHT	Six stories or 75 feet, whichever is smaller	45 feet	Unchanged
Minimum floor area	Usable floor area (excludes basements and attics) Sec 122-794	gross area*	gross area
	1 BR: 450 sf	12- 1br units, dimensions not shown	Provide dimensions of each unit
	2 BR: 650 sf	4- 2 br units, dimensions not shown	
SIDEWALKS	provide a sidewalk or shared-use path	5.5 ft sidewalk along River street frontage to be relocated to accommodate outdoor patio space.	Ensure that sidewalk on River Street frontage meets ADA requirements. Ensure also that interior access sidewalks meet or exceed minimum width and maneuvering standards. Note that if the corner ADA ramps &/or landing spaces are disturbed, replacements will be required
LANDSCAPING	10% = 2,438 sf		2,736 sf Update required percentage to reflect entire project area.

PARKING	1 ½ for each 1 bedroom 2 for each 2 bedroom 18 + 8 = 26 required.	None.	31 supplied. Add 2 handicap spaces including one van space.
SIGNAGE			None shown. All signage requires sign permit and related sign plan.

Items to be addressed:

1. Show building, floor plan, and dwelling unit dimensions on site plan
2. Install fencing in accordance with 122-703 along north side of structure
3. Ensure that all new or changed sidewalks meet or exceed ADA requirements
4. Update site landscaping calculation to include entire project area
5. Provide required barrier-free parking
6. Note that all signage requires sign permit and related master sign plan.

Exemptions to be noted:

1. Exemption to setback requirements in front, side and street side yard requested to preserve historic façade

BUILDING LOCATIONS AND SITE ARRANGEMENT

The Thompson block is two structures that share a common wall. The northern structure remains predominantly intact post-fire. The southern has a complete façade on the River Street frontage, and mostly complete on the Cross Street side. Areas of the wall remain open on the north and east sides of the structure.

The restoration of the building would include recreation of storefronts along the River Street frontage. Stairs and ramp ways may have to be reoriented to provide barrier free entry and adequate access to the raised seating area. Secondary or service access for the commercial uses is on the eastern side of the building onto a 5 foot proposed walkway and adjacent parking lot. An elevator tower is proposed for the northeast corner of the southern structure, abutting the parking lot.

A dumpster enclosure is indicated on the northwest side of the parking area; gas meters, electrical panels, and other mechanicals are located on the east frontage of the building.

Items to be addressed: None

SITE ACCESS AND CIRCULATION

Pedestrian access to the businesses is on the River Street frontage either through stairs on the southwest frontage, or ramp access to the raised entrance to the proposed store fronts. Service entrances are located to the rear of the building, as well as a resident access to the stairwell. Per the south elevation, there is a doorway; this doorway is not shown on the floor plan. Resident access and elevator access is via the north entrance; the plan view shows a

wooden staircase not shown on the elevations and the front elevation shows a lean-to of overhang not shown elsewhere; the applicant should clarify these items and dimension the sidewalk shown to ensure an adequate access and clear path of travel is provided. A new 5 foot sidewalk is proposed at the rear of the building between the building and the adjacent parking lot to provide a connection to the parking lot, elevator, bike parking, and dumpster enclosure.

Bicycle parking is provided to the rear of the building off Cross Street at the northeast corner of the building footprint. There is no bike parking provided along the River Street frontage; staff recommends coordinating with the DDA to locate "signature" bike racks and/or bike sharing stations along that frontage.

Vehicles would enter off East Cross Street and travel one-way eastward through the parking area, either leaving through an exit on the site, or through the adjacent multi-family parking lot. The applicant does currently own the adjacent property at 113 E Cross and is proposing an easement for vehicle traffic and stormwater handling on it. No loading zones are shown, but in conversation with the applicant staff suggests on-street parking on River Street include both a loading zone and a barrier-free on-street parking space. Similar front yard loading is common in Downtown and Depot Town due to the zero lot lines and limited rear access to buildings.

Currently, thirty-one parking spaces are shown, exceeding the minimum of twenty-six. At this time, the parking area is missing the required barrier-free parking spaces and lacks adequately-sized travel/maneuvering lanes. The attached engineering review notes that the parking aisles are below the city's requirement for 90 degree spaces. Staff recommends maintaining a 12 foot drive if parking is changed to 45 degree angle as described in the attached engineering review. Additionally, the parking area should be curbed, with outlets for the rain garden and bioswale areas. Bumper blocks should be removed as noted in the attached engineering letter. If adjusting the dimensions and providing the required barrier-free spaces alters the number of parking spaces that will fit on the lot, Planning Commission may provide up to a 20% waiver (thus requiring only 21 spaces) &/or the applicant may choose to pay a fee in lieu of providing parking, per §122-841. Note that the underutilized and public Maple Street lot, containing 63 parking spaces, is within 500 feet; the popular public lot between Aubree's and the railroad is well within 300 feet.

An AAATA stop is located within 300' of the development for the #10 bus. It currently runs from 6am to 10pm Monday-Friday, from 7:30a to 7p on Saturday, and not at all on Sunday. The proposed commuter rail stop is also within walking distance, although it is not anticipated to be in operation until 2015-2016.

Items to be addressed:

1. Ensure a clear and accessible path of travel for pedestrians is provided to the north door.
2. Provide copy of easement burdening 113 E Cross for review; submit copy of recorded easement prior to applying for a Certificate of Occupancy.
3. Ensure that ADA standards are met or exceeded along the River Street sidewalk/frontage.
4. Show on-street loading and barrier free parking space on River Street per city standards.
5. Ensure parking spaces and maneuvering lanes meet dimensional requirements (see engineering review).

ENGINEERING/STORMWATER REQUIREMENTS

Two bioswales and a raingarden are proposed in addition to landscape screening. One bioswale extends along the north of the parking area, draining into the raingarden at the north-west corner. The other, along the east side of the parking area at the property line with 113 E Cross, is for infiltration. These areas also contain landscaping.

The attached engineering review notes that the parking maneuvering aisles are below the required width, and that the parking lot should be curbed with spillways provided to direct stormwater into the bioswales and raingarden.

It is unclear if any water and/or sanitary sewer work is proposed with this project. That should be clarified with a site plan revision.

Items to be addressed:

1. All items from engineering review letter dated Aug. 22, 2013.
2. Provide a maintenance plan for bioswales and raingardens.

SCREENING

	Required	Existing Conditions	Proposed
Lighting	• down-directed and shielded • not >0.5 fc @ lot line • not >16'in height • not < 0.3 fc	Two existing streetlights are located on the River Street frontage	Streetlight nearest the River/Cross intersection noted to be relocated. Building lighting provided on all frontages except south; upper-story decks are not provided with lighting. No parking lot lighting indicated. Indicate locations for parking lot lighting along with photometric plan per Sec. 122-641 and 122-834(9).

Screening Between Land Uses	Visual buffer of at least 80% opacity and 6' height along north and east boundaries	None	Landscape screen of red maple and white spruce provided in both locations. Provide fence at least 6'in height and of at least 80% opacity at north property line. Spruces may be omitted if not otherwise required.
Off-Street Parking Landscaping	1 tree per 8 spaces (31/8 = 4)	Existing trees in 107 E. Cross lot to be removed	Two trees provided along Cross street on either side of landscape wall. Another two trees provided in landscape island in parking lot.
	landscape island per 16 continuous spaces	n/a	n/a
	ends of all aisles and corners protected		Aisle-ends not provided at rear of 113 E Cross. Otherwise met.
	minimum distance of 3' from curb backside to landscaping or sidewalk		Ensure that vehicles parked in the spots facing the building do not overhang the sidewalk after changes made per engineering review
	must be screened per 122-703 if conflicting land use		Screening to be provided to the north
	must be screened from public ROW		Landscape wall provided; waiver requested
Foundation Landscaping	Foundation plantings required along all building frontages	No or minimal setbacks along south, west and north building frontages.	Waiver requested for foundation plantings due to lack of setbacks and desire to integrate pedestrian access to all building frontages.

Refuse Containers	masonry enclosure 1' taller than dumpster (no less than 6'), in rear yard, 80% opaque swing door, on a concrete pad		Confirm sizing of dumpster enclosure will meet proposed future uses. Provide detail drawing.
Exterior Electrical	when visible from ROW screen		Not visible from ROW
Maintenance	install underground sprinkler system		Request waiver from 122-712 to omit provision of a sprinkler system; note alternate means of keeping landscaping watered.
Fencing, hedges, walls, berms	no taller than 10' in side/rear yard		Fences to be provided shall not exceed 10'

Items to be addressed:

1. Indicate locations for parking lot lighting along with photometric plan per Sec. 122-641 and 122-834(9).
2. Provide fence at least 6' in height and of at least 80% opacity at north property line. Spruces may be omitted if not otherwise required.
3. Protect aisle-end for parking aisles at north side of 113 E Cross.
4. Ensure that vehicles parked in the spots facing the building do not overhang the sidewalk.
5. Screening to be provided to the north
6. Waiver requested to permit installation of landscaping and wall for off-street parking landscaping in lieu of berm to satisfy the requirements of 122-704(c)(2).
7. Waiver from foundation plantings requirement of 122-706 due to lack of setbacks and need to integrate pedestrian access to all building frontages.
8. Confirm sizing of dumpster enclosure will meet proposed future uses. Provide detail drawing for enclosure.
9. Request waiver from 122-712 to omit provision of a sprinkler system; note alternate means of keeping landscaping watered.
10. Fencing provided shall not exceed 10'

REQUIREMENTS FOR PLANNED UNIT DEVELOPMENT

Section 122-573 provides the following requirements for Planned Unit Developments:

1. **Unified Control.** *The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with this Ordinance.*

STAFF COMMENT: Historic Equities Fund, LLC, owns 400-412 N. River and 107 E. Cross. They have applied and are in the process of requesting that an alley to the rear of the building, between it and 107 E Cross, be vacated. Once vacated, the parcels will be combined into a single lot.

2. **Minimum Size.** *The minimum size of a Planned Unit Development shall be forty-three thousand, five hundred sixty (43,560) square feet (one acre) of contiguous land or 21,870 sf (1/2 half acre) if the proposal involves the preservation and/or adaptive reuse of a historically significant structure. The historical significance shall be determined by the city historic district commission.*

STAFF COMMENT: Total acreage of the combined site is 0.56 acres and is intended for adaptive reuse of the Thompson Block building.

3. **Applicable Base Regulations.** *Unless waived or modified in accordance with the procedures and standards set forth in this Article, the yard, bulk, parking, loading, landscaping, lighting, general provisions, and all other standards set forth in the Zoning Ordinances for the uses listed below shall be applicable for uses proposed as part of a Planned Unit Development:*

STAFF COMMENT: As noted earlier, the B3, Central Business zoning will serve as the base regulation for the entire project area. Planning Commission will need to recommend to City Council that the proposed vacated alley and 107 E. Cross should use B3 as the underlying district based on the Master Plan goals of historic preservation, rehabilitation of historic structures, rehabilitation of upper stories for loft housing, and revitalization efforts for Depot Town

To encourage flexibility and creativity in development consistent with the planned Development concept, departures from compliance with the base regulations may be granted by the City Council, upon recommendation of the Planning Commission, as a part of the approval of the Planned Development. For example, such departures may include modifications of lot dimensional standards, setback requirements, density standards, parking and landscaping requirements, and similar requirements. Such departures may be approved only on the condition that they will result in a higher quality of development than would be possible using conventional zoning standards.

STAFF COMMENT: The applicant requests the following exemptions:

- Provide exemption from setback requirements of §122-394(2), (3), (4), and (7) to preserve historic façade

4. **Street Access.** *Each lot, main building, and principal use within a Planned Development district shall have vehicular access to a public street. Adequate provision shall be made for dedications of land for streets and essential services.*

STAFF COMMENT: The site will have adequate access to public streets.

5. **Usable Open Space.** *The proposed development shall contain at least as much open space as would otherwise be required by the existing underlying zoning.*

STAFF COMMENT: The proposed development exceeds the B3 district requirement.

6. **Landscaping and Maintenance of Common Areas.** *All required yards and common areas shall be landscaped and adequately and permanently maintained by the property owner, tenant, or organization responsible for maintaining common areas.*

Through an irrevocable conveyance, such as deed restrictions or covenants that run with the land, the developer shall assure that all yards and common areas will be developed in accordance to the site plan and not changed to another use.

STAFF COMMENT: Bioswales and rain gardens shall be maintained to provide adequate drainage per Washtenaw County Water Resources Commissioner's stormwater standards. Planning Commission may want to request a maintenance plan as a condition of the PUD agreement approval. Easement for stormwater management to be obtained from neighboring parcel at 113 E Cross.

7. **Additional Considerations.** *During review of a proposed planned development, the Planning Commission shall take into account the following considerations which may be relevant to a particular project: perimeter setbacks and screening; thoroughfares, drainage, as provided for in best management practices as appropriate, and utility design; underground installation of utilities; insulating pedestrian circulation from vehicular thoroughfares and ways; achievement of an integrated development with respect to signage, lighting, landscaping and building materials; and noise reduction mechanisms, particularly in cases where non-residential uses adjoin off-site residentially-zoned property.*

STAFF COMMENT: Staff recommends that Planning Commission discuss these considerations listed above to make sure the plan is satisfactory. Public sidewalks are provided along the development. The development substantially achieves compliance with these standards. However, consideration to residential uses are of concern.

Items to be addressed:

1. Exemptions requested from setback requirements of 122-394. Note all exemptions on the site plan.
2. Provide easement as noted earlier in this report.

STANDARDS FOR APPROVAL

Section 122-576 provides the standards that the City must be met in order that a Planned Unit Development be approved.

- (1) ***Conformance with the planned development concept.*** *The overall design and all uses proposed in connection with a planned unit development shall be consistent with and promote the intent of this article, as well as with specific project design standards set forth in this chapter*

STAFF COMMENT: The project and overall design are consistent with the intent of the PUD article. It will help achieve master plan goals of historic preservation, adaptive reuse of a historic structure, increase downtown residential lofts and provide more commercial space in Depot Town.

- (2) ***Recognizable benefits.*** *The planned development will result in recognizable and substantial benefits to the ultimate users of the project and to the community in general where such benefits would otherwise be unfeasible or unlikely to be achieved*

STAFF COMMENT: The rehabilitation of the Thompson Block and adjacent vacant lot will reactivate a stagnant corner of Depot Town. The site has been under-utilized for dozens of years and the proposed use is in line with both City and DDA goals. These are substantial benefits to the neighborhood and general public that are not required by the Zoning Ordinance. The PUD approach is preferable to review under the existing zoning, as the existing standards would require the building to be torn down and rebuilt. Likewise, it would not allow the inclusion of the adjacent lot for reuse as part of the redevelopment plan. The PUD process will allow for the rehabilitation of a historically significant structure, rather than its demolition.

- (3) ***Compatibility with adjacent uses.*** *The proposed planned unit development shall be designed with due regard to its relationship with development on surrounding properties and uses thereon, including building heights, setbacks, density, parking, circulation, landscaping, views, and other layout features. In particular, consideration shall be given to the following:*

- a. The bulk, placement, architecture, and types of materials used in construction of proposed structures

STAFF COMMENT: The existing structure will be restored and enhanced, while the adjacent vacant parcel will be provide storm water management, parking, landscaping and separation between the edge of the Depot Town B3 commercial district and adjacent residential uses; similar to what occurs on the other side of Cross Street. Additionally, the proposed changes will enhance the streetscape along River Street, providing improved ADA sidewalk links and raised outdoor seating complementary to what is existing in the area.

- b. The location and screening of vehicular circulation and parking areas in relation to surrounding development*

STAFF COMMENT: The location and screening of vehicular circulation and parking will be largely contained on the 107 E. Cross parcel, and pedestrian traffic to and from related public parking areas will be encouraged by pedestrian friendly design.

- c. The location and screening of outdoor storage, outdoor activity or work areas, and mechanical equipment in relation to surrounding development*

STAFF COMMENT: Outdoor storage is not proposed. A single dumpster enclosure is proposed. Electrical & mechanical equipment are out of view of the right of way.

- d. The hours of operation of the proposed uses*

STAFF COMMENT: Hours of operation are consistent with adjacent B3 uses.

- e. Landscaping, preservation of historic features, and other site amenities*

STAFF COMMENT: The goal of this PUD proposal is restoration of a historically significant structure in Depot Town. The adaptive use of this facility will not only preserve the structure, but bring it back into productive use.

- (4) **Impact of traffic.** *The planned development shall be designed to minimize any adverse impact of traffic generated by the proposed development. Consideration shall be given to the following:*

- a. Estimated traffic to be generated by the proposed development*
- b. Access to major thoroughfares*
- c. Proximity and relation to intersections*
- d. Adequacy of driver sight distances*
- e. Location of and access to off-street parking*
- f. Required vehicular turning movements*
- g. Provisions for pedestrian traffic*
- h. Access to loading and unloading areas*

STAFF COMMENT: The development is proposed to generate traffic, bicycle, pedestrian and car traffic. Due to its location on a key corner of Depot Town, it will have access to existing underutilized public parking in the area. The development is pedestrian-oriented, including the changes to the River Street streetscape. Loading is expected to occur on River. A loading zone and/or barrier-free parking space on River Street should be considered. Bicycle parking is being provided.

- (5) **Public services.** *The proposed type and density of use shall not result in a material increase in the need for public services, facilities, and utilities; including but not necessarily limited to water and sewer services, public roads, fire and police protection,*

and schools. The proposal shall not place an undue burden upon the subject or surrounding land or property owners and occupants or the natural environment

STAFF COMMENT: The proposed development will not result in a material increase in need for public services if it is well managed through-out its life cycle.

- (6) ***Compatibility with master plan and this chapter.*** *The proposed development shall be compatible with the adopted city master plan and with the spirit and intent of this chapter.*

STAFF COMMENT: The redevelopment meets numerous goals of the Master Plan's goals related to redeveloping existing housing stock, and creating a positive entry into the community.

- (7) ***Economic impact.*** *The proposed development shall not result in an unreasonable negative economic impact upon surrounding properties*

STAFF COMMENT: The proposed development will provide additional commercial capacity in Depot Town and also add residential capacity. The building has been blight on a neighborhood, so this redevelopment would not only abate the blight but create a new destination and opportunities in the commercial district.

- (8) ***Compliance with applicable regulations.*** *The proposed development shall be in compliance with all applicable federal, state, county, and local laws and regulations*

STAFF COMMENT: The development shall comply with all applicable laws.

- (9) ***Phasing.*** *When a project is proposed for construction in phases, the project shall be designed that each phase, when completed, shall be capable of standing on its own in terms of the presence of services, facilities, and open space; and shall contain the necessary components to ensure protection of natural resources and the health, safety, and welfare of the users of the planned unit development and the occupants of the surrounding area*

STAFF COMMENT: No phasing is planned for this project.

Items to be addressed: None. The proposed project is in substantial compliance with the standards of 122-576.

RECOMMENDATIONS

The proposed Thompson Block Redevelopment project is consistent with the Planned Unit Development concept in that it is allowing for rehabilitation of a historically significant structure as well as provide for its adaptive reuse. Only nominal flexibility in the below standards is being requested in return. The existing property is currently blighted and vacant, and the proposed redevelopment is in line with numerous Master Plan and DDA goals, and will greatly benefit for the Depot Town business district.

Staff recommends that the Planning Commission approve the Planned Unit Development plan and rezoning to PUD based on the following findings:

- (1) The application substantially complies with §122-127 and §122-576.
- (2) The proposed use is consistent with the PUD concept of providing zoning flexibility in return for material community benefit.
- (3) The project will restore a historically significant building to productive use and serve as a good example of redevelopment of existing structure. It will also provide improvements within the right of way that will enhance and complement the existing Depot Town streetscape.
- (4) The proposed use will be consistent with all surrounding uses
- (5) The proposed use will not have an adverse impact on traffic or other public services and infrastructure.
- (6) The proposed redevelopment meets numerous Master Plan and DDA goals including encouraging the rehabilitation of historic structures, rehabilitation of upper stories for loft housing, and revitalization efforts for Depot Town.
- (7) A single exemption is requested, from the requirements of §122-394.

The approval of the PUD plan is conditioned on the following items being addressed and reviewed administratively by Planning and Development staff before review by City Council:

- (1) Show building, floor plan, and dwelling unit dimensions on site plan
- (2) Install fencing in accordance with 122-703 along north side of structure: at least 6' in height and of at least 80% opacity at north property line. Fencing provided shall not exceed 10'.
- (3) Ensure that all new or changed sidewalks meet or exceed ADA requirements
- (4) Update site landscaping calculation to include entire project area
- (5) Provide required barrier-free parking on the site.
- (6) Note on the site plan that all signage requires sign permit and related master sign plan.
- (7) Ensure a clear and accessible path of travel for pedestrians is provided to the north door
- (8) Provide copy of easement burdening 113 E Cross for review; submit copy of recorded easement prior to applying for a Certificate of Occupancy.
- (9) Show on-street loading and barrier free parking space on River Street per city standards.
- (10) Ensure parking spaces and maneuvering lanes meet dimensional requirements (see engineering review).
- (11) Indicate locations for parking lot lighting along with photometric plan per Sec. 122-641 and 122-834(9).
- (12) Protect aisle-end for parking aisles at north side of 113 E Cross.
- (13) Ensure that vehicles parked in the spots facing the building do not overhang the sidewalk.
- (14) Confirm sizing of dumpster enclosure will meet proposed future uses. Provide detail drawing for enclosure.
- (15) Request waiver from 122-712 to omit provision of a sprinkler system; note alternate means of keeping landscaping watered.
- (16) Fencing provided shall not exceed 10'
- (17) Satisfy all items from engineering review letter dated Aug. 22, 2013.
- (18) Provide a maintenance plan for bioswales and raingardens.

- (19) Note all exemptions from zoning basis on the site plan.
- (20) HDC approval is required for all exterior work.

The following waivers are requested under 122-713:

- (1) Waiver requested to permit installation of landscaping and wall for off-street parking landscaping in lieu of berm to satisfy the requirements of 122-704(c)(2).
- (2) Waiver from foundation plantings requirement of 122-706 due to lack of setbacks and need to integrate pedestrian access to all building frontages.
- (3) Request waiver from 122-712 to omit provision of a sprinkler system; applicant shall note alternate means of keeping landscaping watered.

Teresa Gillotti, Director, Community and Economic Development

Cc: File
Developer: Thompson Block Partners, LLC – 221 Felch Street Ann Arbor, MI 48103
Architect/Engineers: Mason Browns Associates, LLC and David Lavender Architect, LLC



ARCHITECTS. ENGINEERS. PLANNERS.

August 22, 2013

City of Ypsilanti
Planning and Development Department
One South Huron Street
Ypsilanti, Michigan 48197

Attention: Ms. Teresa Gillotti

Regarding: Thompson Block Parking Lot
Site Plan Review No. 1
OHM Job No. 0094-13-1051

Dear Ms. Gillotti:

The applicant is requesting site plan approval for a parking lot and associated site improvements for the Thompson Block development on the northeast corner of River Street and Cross Street. The site plan is dated July 15, 2013. We have reviewed the plans and do not recommend site plan approval from an engineering standpoint. The applicant must address the comments below prior to resubmitting the plans:

1. The perimeter of all proposed paving shall be curbed. Spill-outs shall be provided to allow drainage to the rain gardens and bioswales.
2. The bumper blocks shall be removed from the plan.
3. The sidewalk along the building shall be increased to seven feet. We recommend the sidewalk elevation be set six inches above the proposed lot grade to provide pedestrian protection.
4. A 22' aisle is required for 90-degree parking. A 12' aisle is permitted with 45-degree angle parking. The parking space minimum width for 45-degree spaces is eight feet.
5. The dumpster enclosure shall be accessible from the aisle. The current location conflicts with the proposed parking.
6. Fire Department review and approval is required.
7. The applicant shall clarify if water and/or sanitary sewer work is proposed with this project.
8. The curb cut and driveway dimensions will be finalized during engineering review.
9. More detail on the proposed improvements on the River Street frontage will be required during engineering review. The improvements must conform to the ADA requirements.

If you have any questions please contact me at (734) 522-6711.

Sincerely,

OHM Advisors

A handwritten signature in blue ink, appearing to read "Marcus J McNamara".

Marcus J McNamara

CC: Stan Kirton, Department of Public Works, One South Huron Street, Ypsilanti, MI 48197
Scott Westover, P.E., YCUA, 2777 State Street, Ypsilanti, MI 48198
File

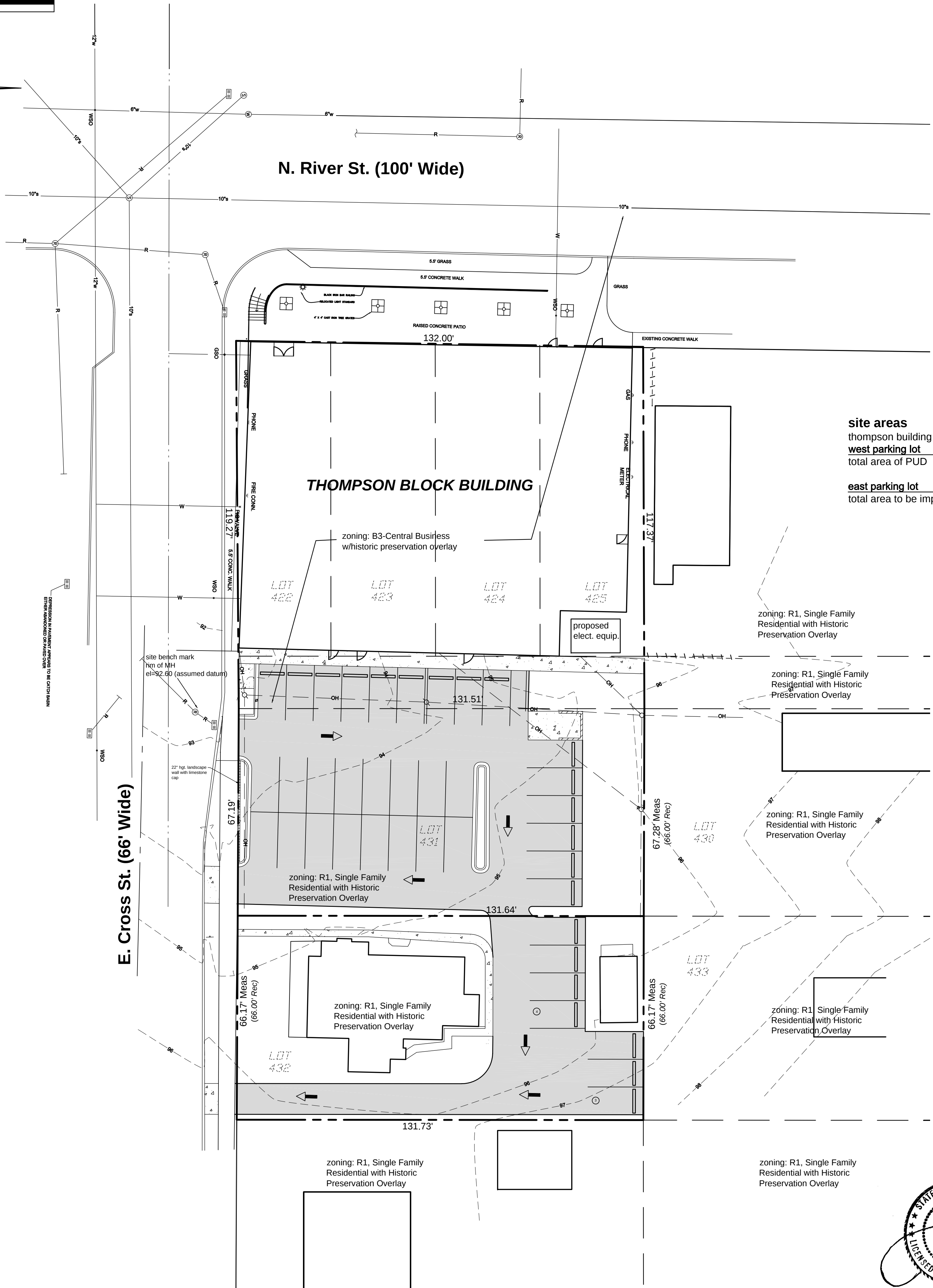
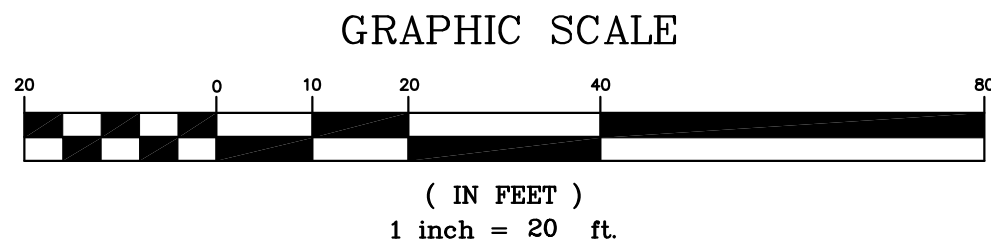
P:\0000_0100\SITE_YpsilantiCity\2013\0094131050_Thompsonblock\ThompsonBlock_SP 1.docx

OHM Advisors

34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



site areas			
thompson building (including alley to be vacated):	15,537.42 sq. ft.	0.36 acres	
west parking lot	: 8,846.58 sq. ft.	0.20 acres	
total area of PUD	: 24,384.00 sq. ft.	0.56 acres	
east parking lot	: 8,713.08 sq. ft.	0.20 acres	
total area to be improved	: 33,097.08 sq.ft.	0.76 acres	

Sec. 122-394. Area regulations.

No building or structure nor any enlargement thereof in a B3 central business district shall be erected except in conformance with the following lot area, yard, and building coverage requirements:

- Lot area and width.** The minimum lot area and width and the maximum percent of building coverage shall be determined by the use and the required off-street parking, loading, screening walls and yard setbacks as provided in this chapter for the respective uses and use districts.
- Front yard.** Where all frontage on the same side of a street between two intersecting streets is located entirely with business zoning districts and where a setback has been established by 50 percent of such frontage, then this established setback shall determine the required front yard. In all other cases, there shall be a front yard of not less than five feet.
- Side yards.** No side yards are required along the interior side lot lines if building walls are built of fire-retardant construction, except as otherwise specified in the building code. If walls of structures, facing such interior side lot lines, contain windows or other openings, side yards of not less than three feet shall be provided.

- Street side yard.** In the B3 central business district the street side yard setback on a corner lot shall follow the requirements of subsection (2) of this section.
- Courtyards.** Courts starting at the ground floor level may be substituted for side yards opposite windows along an interior lot line, but not opposite exits, and shall be not less than five feet in depth for a one-story building, eight feet for a two-story building, plus two feet for each additional story.
- Rear yards.** There shall be a rear yard of not less than ten feet. If a building is used in part as a dwelling, a minimum rear yard of 25 feet plus five feet for each story in excess of two stories shall be provided, starting at the floor level first used as a dwelling. Rear yards abutting an alley may be measured from the centerline of an alley, provided no wall or fence is constructed along the rear property line.
- Abutting a residential district.** Notwithstanding the above, no principal building or accessory structure associated with a business use shall be located closer than 25 feet to any adjacent residential district. In addition, an obscuring fence or greenbelt shall be provided and maintained on those sides or rear of the property abutting land zoned residential, as per section 122-703.

Sec. 122-395. Height regulations.

No building or structure in a B3 central business district shall exceed six stories or 75 feet in height, whichever is less. See section 122-640 for height exceptions.

Sec. 122-396. Development standards.

- Site plan review.** Site plan review and approval are required for uses in the B3 district in accordance with article IV of this chapter.
- General standards.** Buildings and uses in the B3 district shall be subject to all applicable standards and requirements set forth in this chapter, including nonconformities, general provisions, off-street parking requirements, signs, and flood damage prevention.

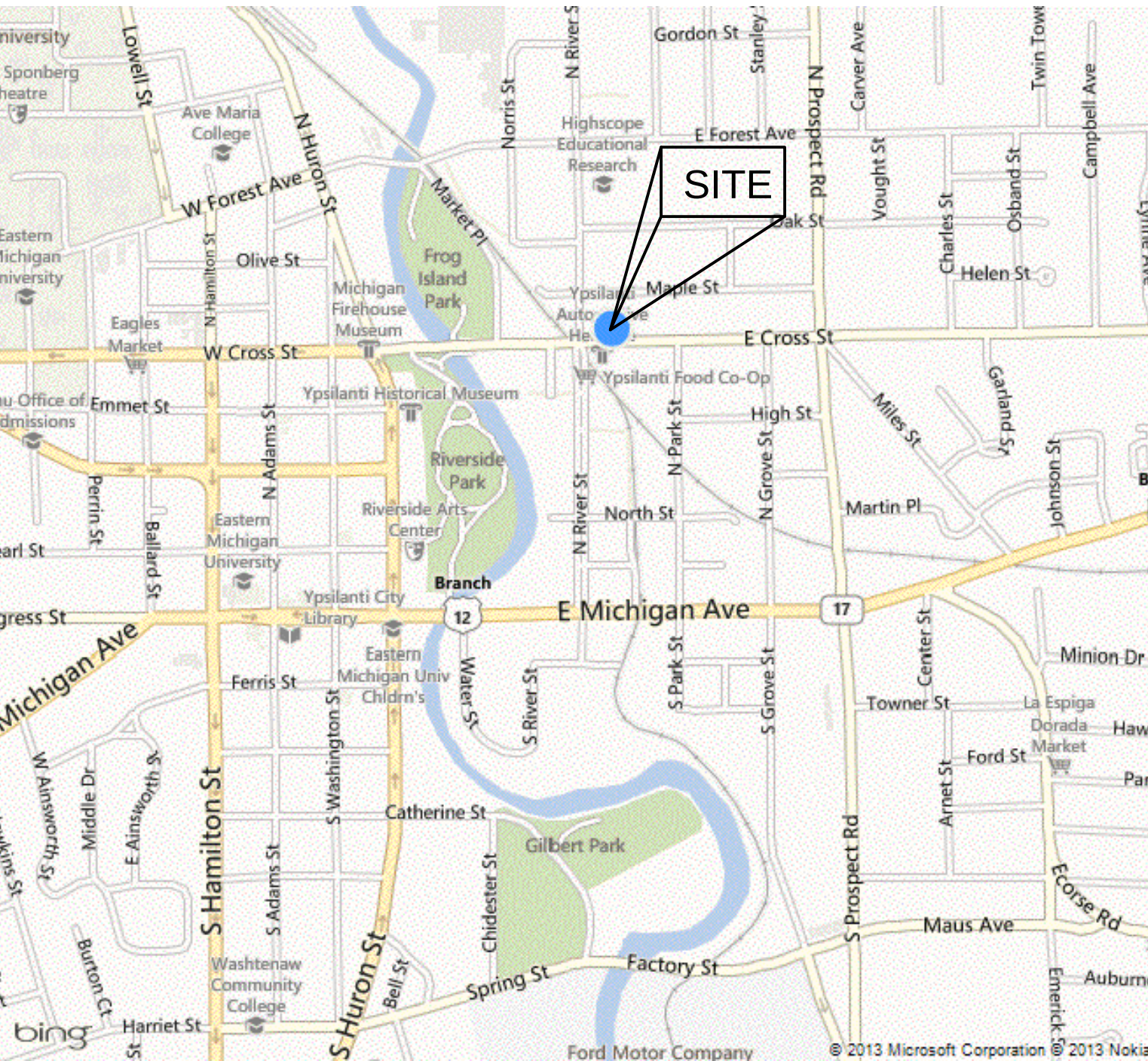
exemptions requested

setbacks:	<u>required</u>	<u>exemption</u>	<u>result</u>
rear yard:	25'	25'	0'
abutting residential:	25'	22'	3'

Landscaping: None
Parking: None
Screenwalls: yes not installed no walls

parking requirement

4 units of 2 bedrm apts:	2 space/unit	= 8 spaces
12 units of 1 bedrm apts:	1-1/2 space/unit	= 18 spaces
total required		26 spaces
total provided		31 spaces



location map

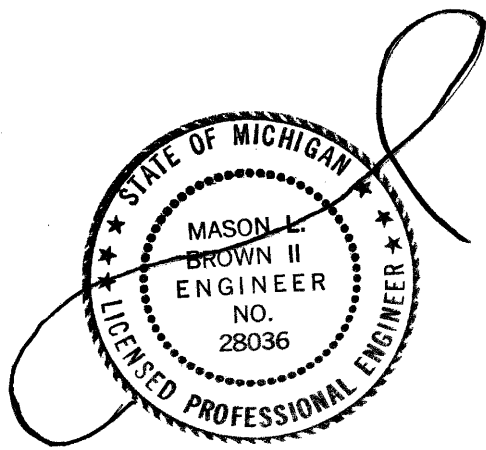
PUD notes:

The existing Thompson Block Building and proposed parking lot (Lots 422-425, Lot 431 and the adjoining alley to be vacated) comprise the proposed PUD.
The existing apartment building to the east is not part of the PUD application and is shown here for context purposes.

A mutual easement for ingress and egress will be granted between the 2 parking lots.

The base underlying zoning for this PUD application is B-3, Central Business.

Minimum Size -Sec.122-573(2): 1/2 acre if the proposal involves a historically significant structure.



Know what's below.
Call before you dig.

MASON BROWNS ASSOCIATES, LLC
CIVIL ENGINEERS & SURVEYORS
2708 BRIDLE ROAD
BLOOMFIELD HILLS, MICHIGAN 48304
(248) 425-9789 mason_brown@sbglobal.net

THOMPSON BLOCK
PUD PLAN
Lots 422-425 & 431, M. Norris Addition
221 Felch Street Suite 6
Ann Arbor, MI 48103 107 East Cross Street, City of Ypsilanti
Washtenaw County, Michigan

REVISIONS:
DESIGN: --
DRAWN: mb
CHECKED: MB
FIELD OK: net

SCALE:
as shown

DATE:
07-15-13

JOB NO.
13-014

SHEET
1

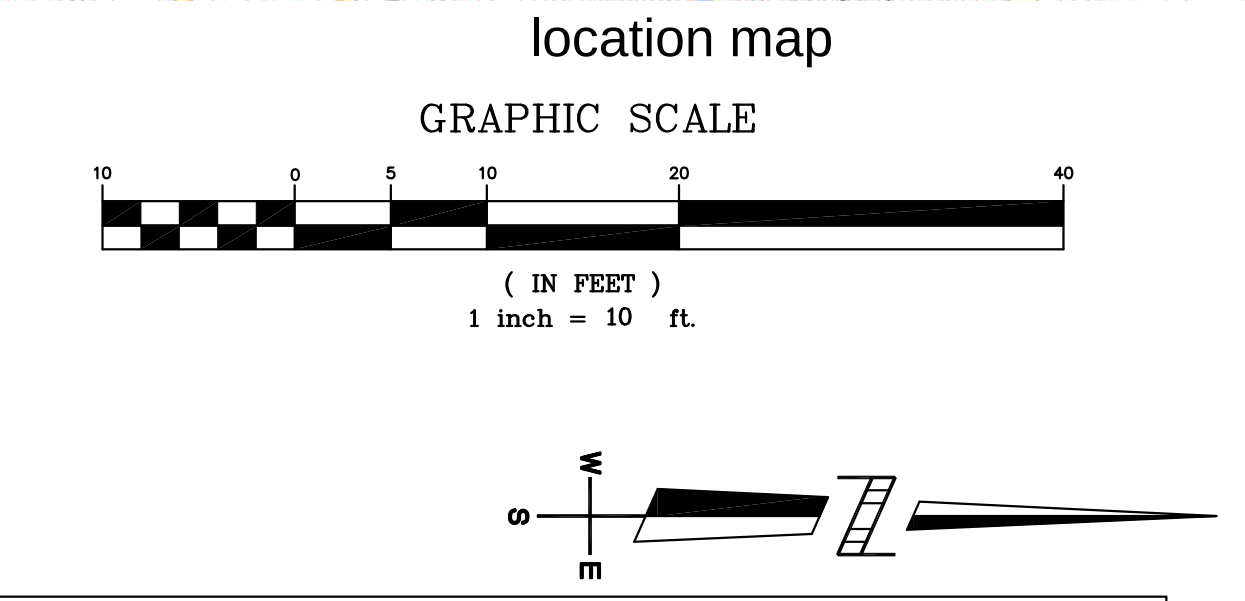
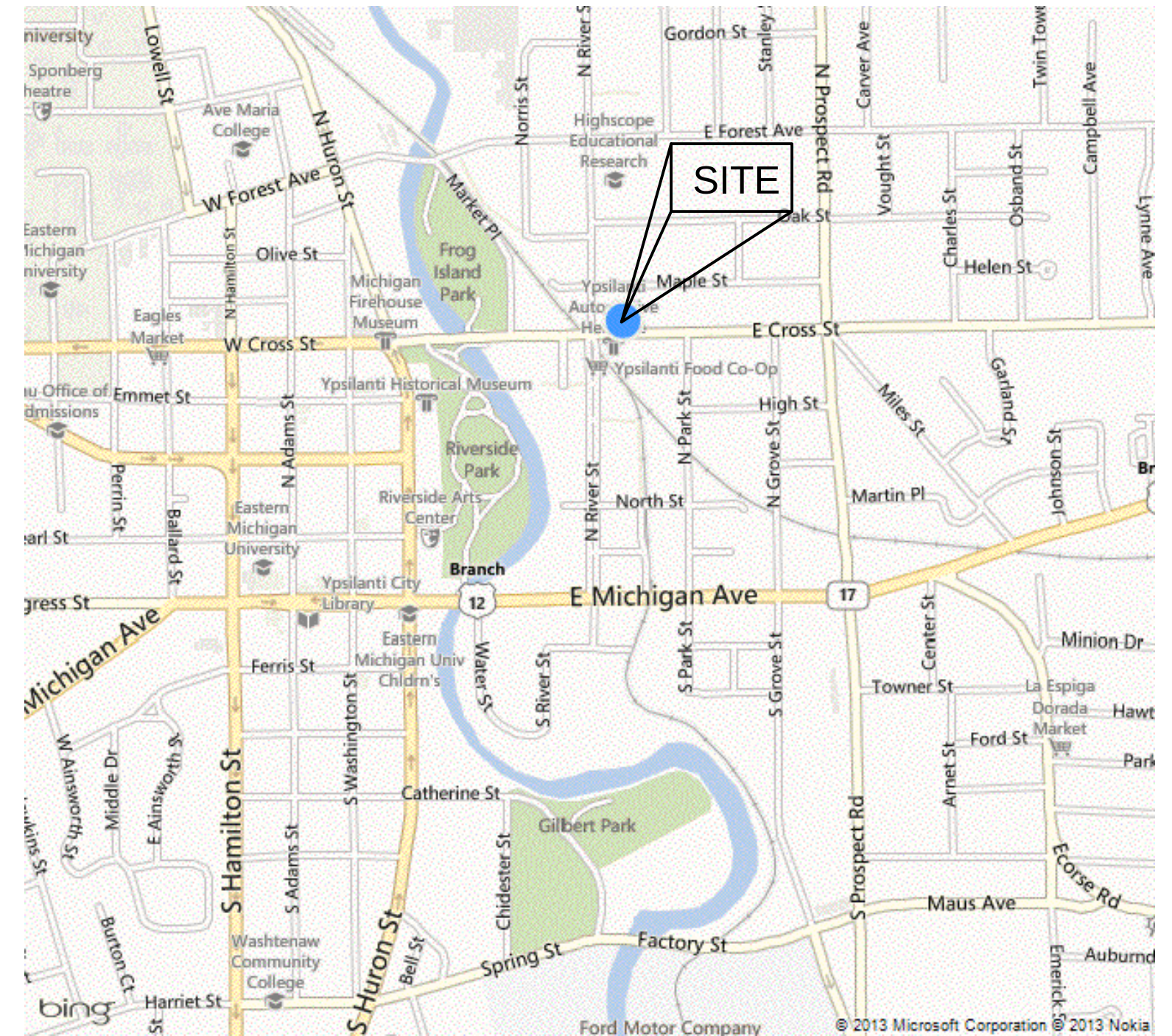
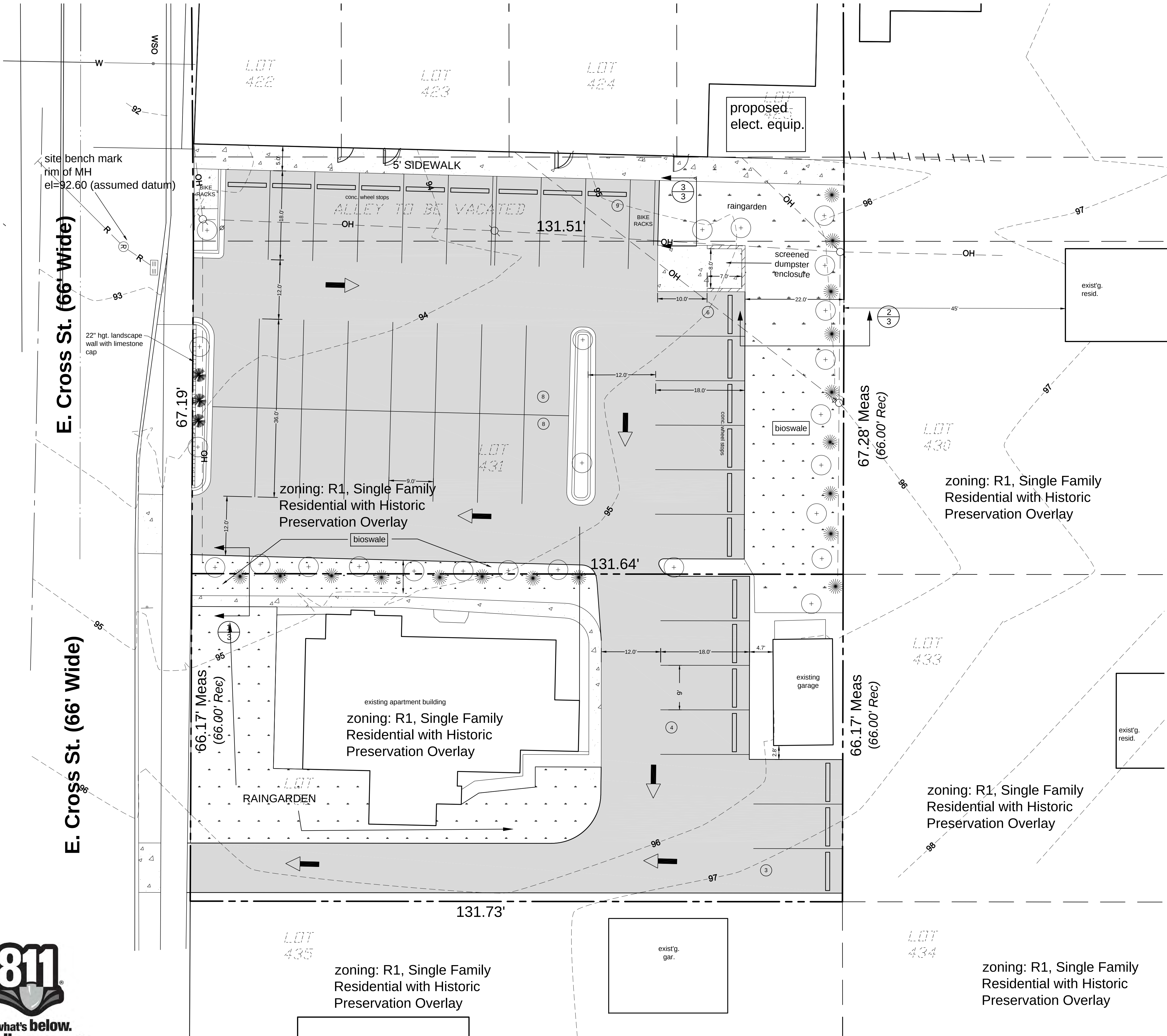
13-014.DWG

2013-07-16

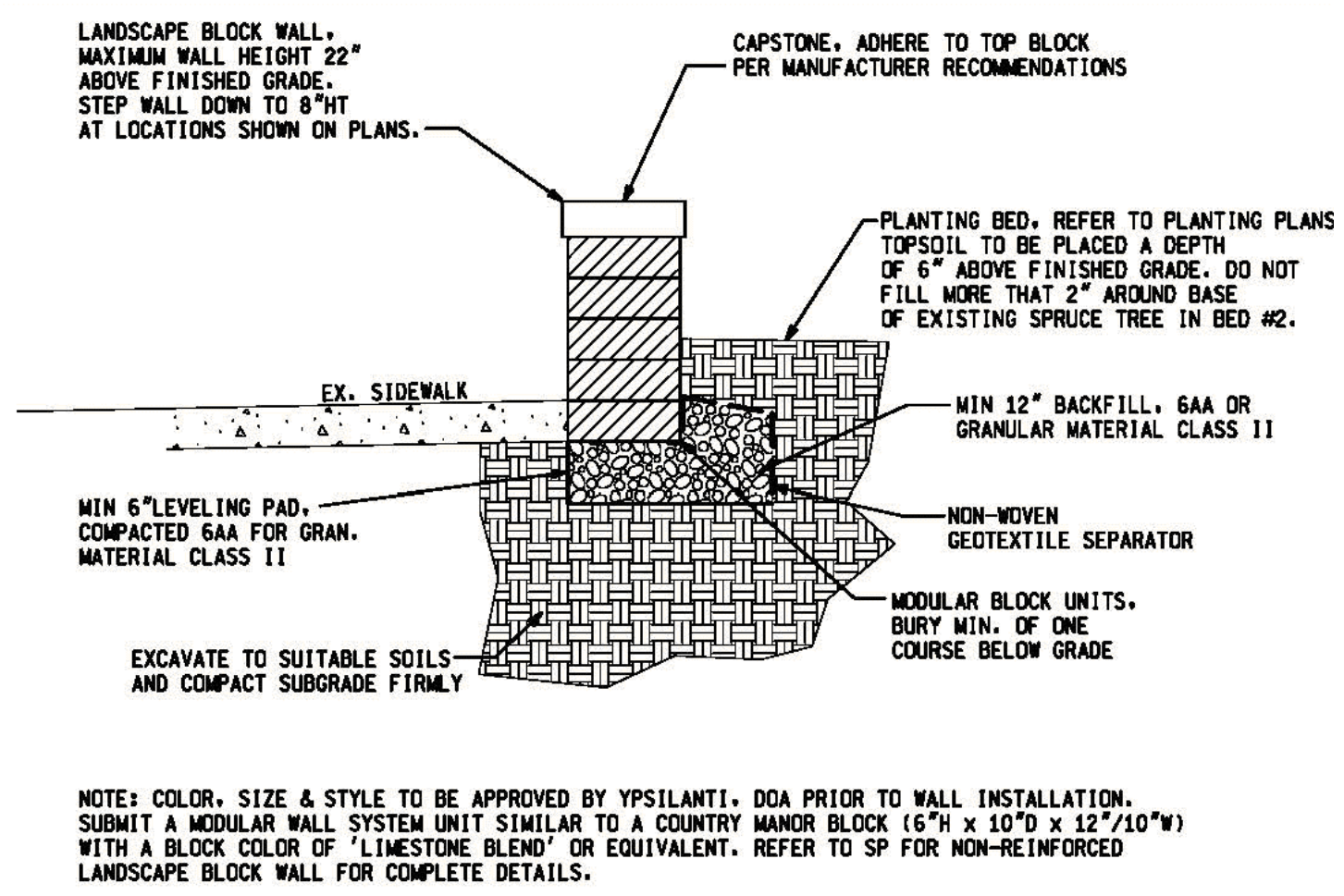
2013-08-19



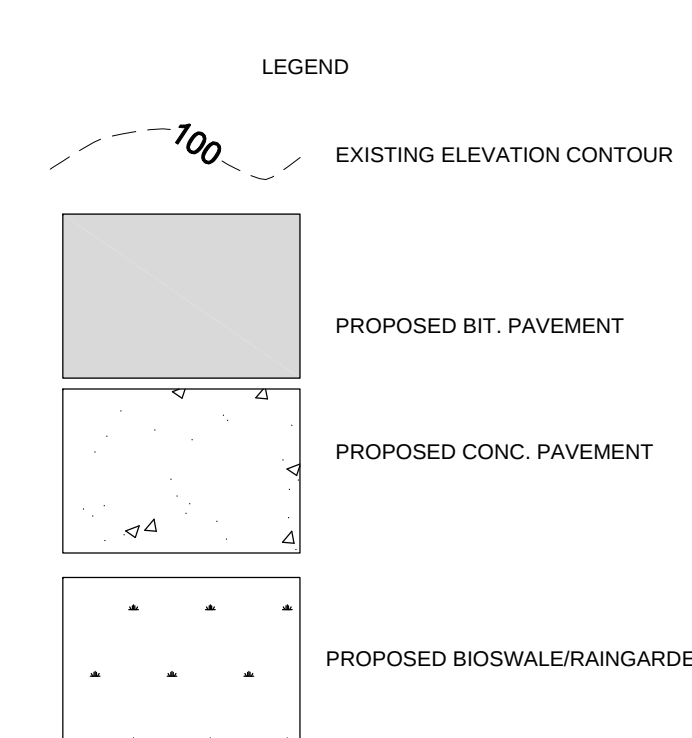
Know what's below.
Call before you dig.



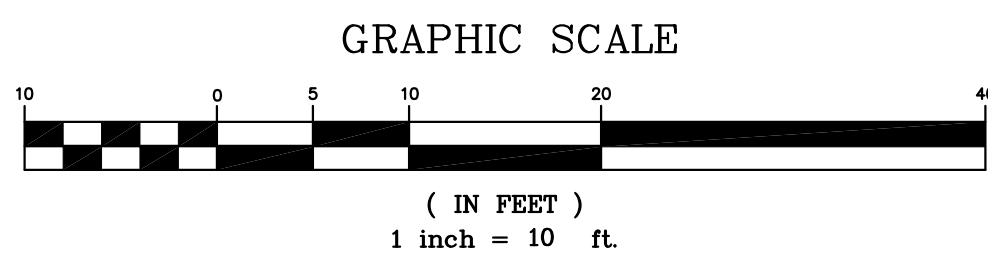
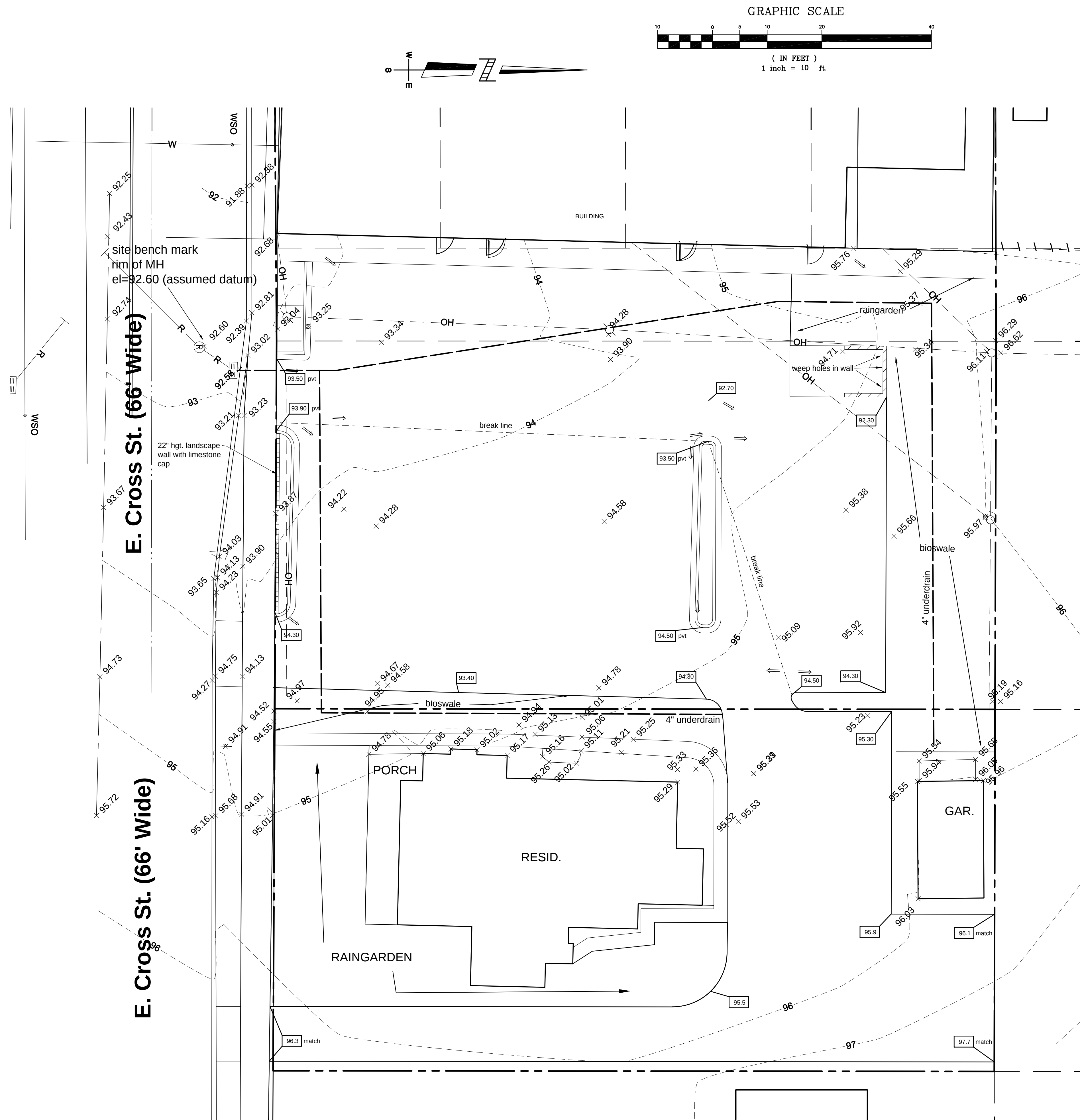
EASEMENT:
A MUTUAL, EXCLUSIVE EASEMENT WILL BE EXECUTED FOR INGRESS, EGRESS, STORM WATER MANAGEMENT AND PARKING BETWEEN THE PARCELS HAVING ADDRESSES OF 107 & 113 E. CROSS ST. AS PART OF THE SITE PLAN & PUD APPROVAL



LANDSCAPE BLOCK WALL, NON-REINFORCED
NOT TO SCALE

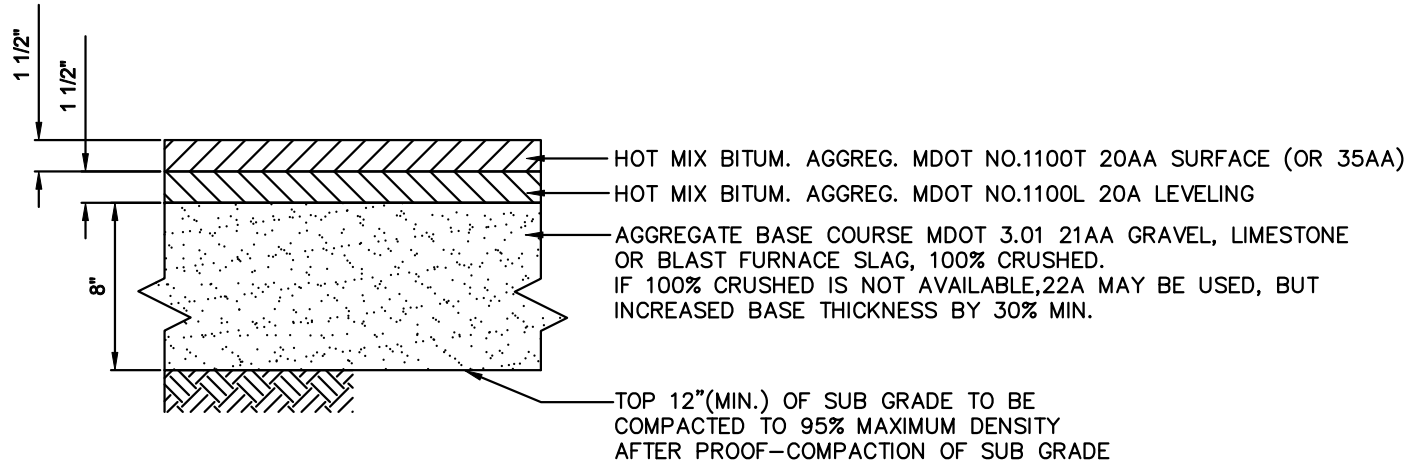
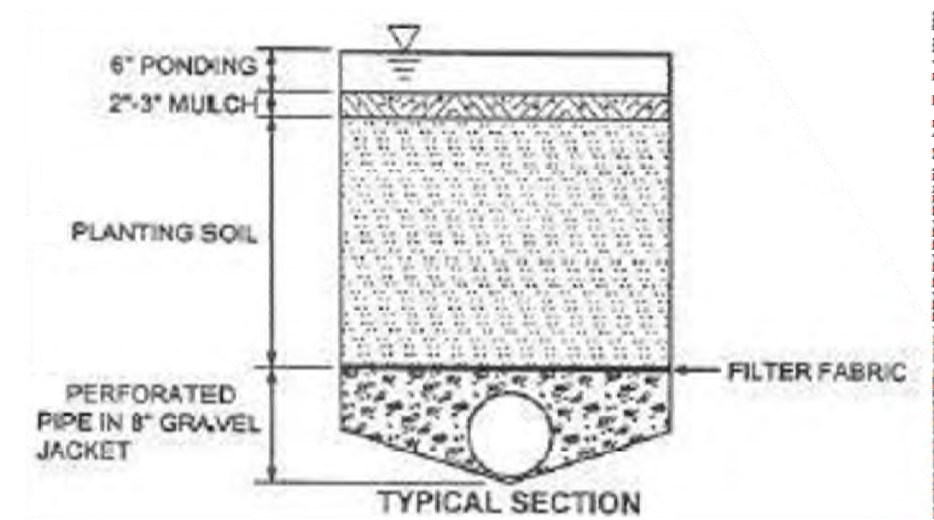
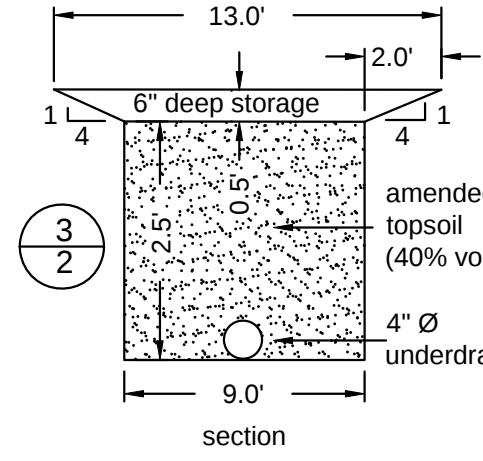
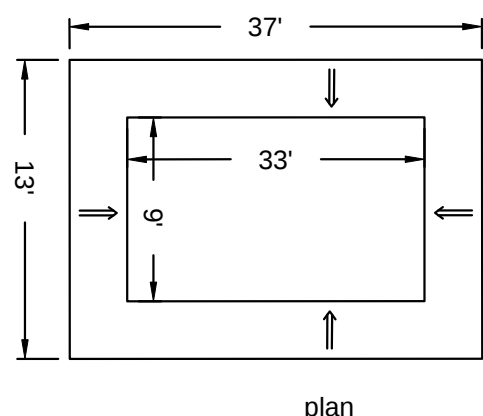
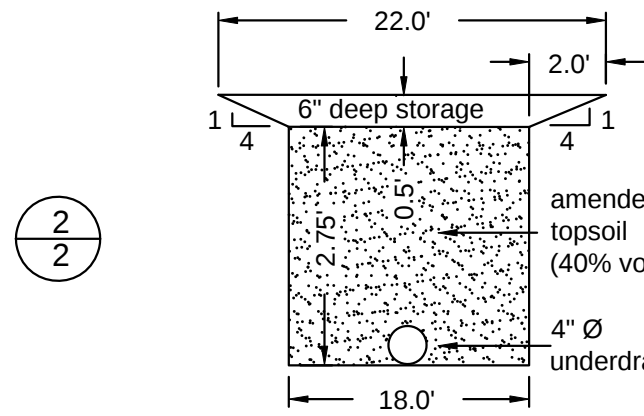
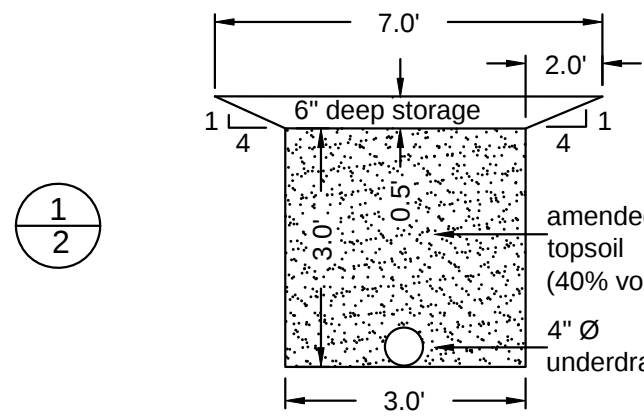


MASON BROWNS ASSOCIATES, LLC CIVIL ENGINEERS & SURVEYORS 2708 BRIDLE ROAD BLOOMFIELD HILLS, MICHIGAN 48304 (248) 425-9789 mason_brown@sbcglobal.net				PROPOSED PARKING LOT PARKING LOT SITE PLAN Lot 4.31, M. Norris Addition				THOMPSON BLOCK PARTNERS, LLC Ann Arbor, MI 48103 107 East Cross Street, City of Ypsilanti 221 Felch Street Suite 6			
DESIGN: --		REVISIONS:									
13-014.DWG				DRAWN: mb		2013-07-16		PER CLIENT			
				CHECKED: MB		2013-08-19		PER CITY			
SCALE:		as shown		DATE:		07-15-13		JOB NO.		13-014	
SHEET										Washtenaw County, Michigan	

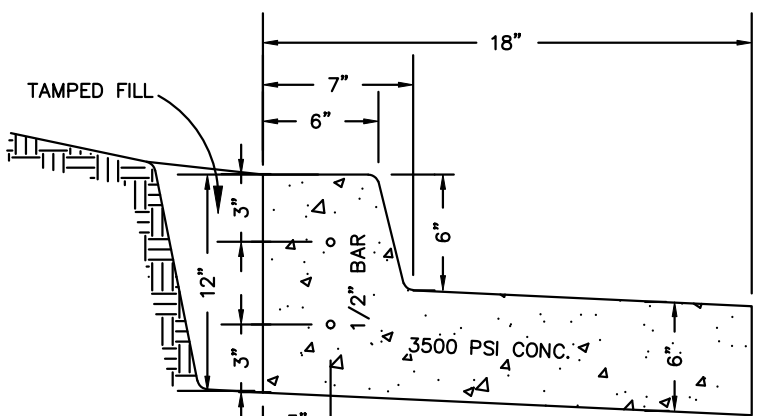


DETENTION CALCULATION			
PAVT AREA	=	0.255	acre
ROOF AREA	=	0	acre
WATER SURFACE AREA	=	0	acre
SEMI-PERVIOUS AREA	=	0.06	acre
TOTAL AREA	=	0.315	acre
USE HYDROLOGIC SOIL GROUP B, SLOPE BETWEEN 1% AND 3%= 0.25			
$C=(\text{ROOF}+\text{PAVT})(0.95)+(\text{WATER})(1.00)+(\text{SEMI-PERVIOUS})(0.25)/\text{SITE AREA}$			
Cdev	=	0.817	
$Qa=(0.15\text{ cfs/acre})(\text{area})$	=	0.04725	CFS
$Qo=Qa/AC$	=	0.18	CFS/ACRE-IMP
$T=.25+\text{SQRT}((10312.5/Qo))$	=	211.95	MIN.
$Vs=(16500T/(T+.25)-(40QoT))$	=	13,201.94	CF/ACRE-IMP
$Vt=VsAx/C$	=	3,396.20	CF

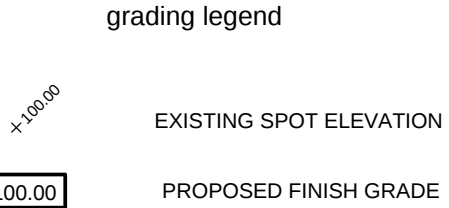
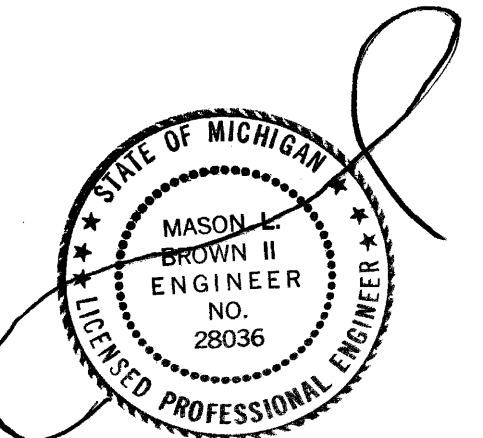
detention provided

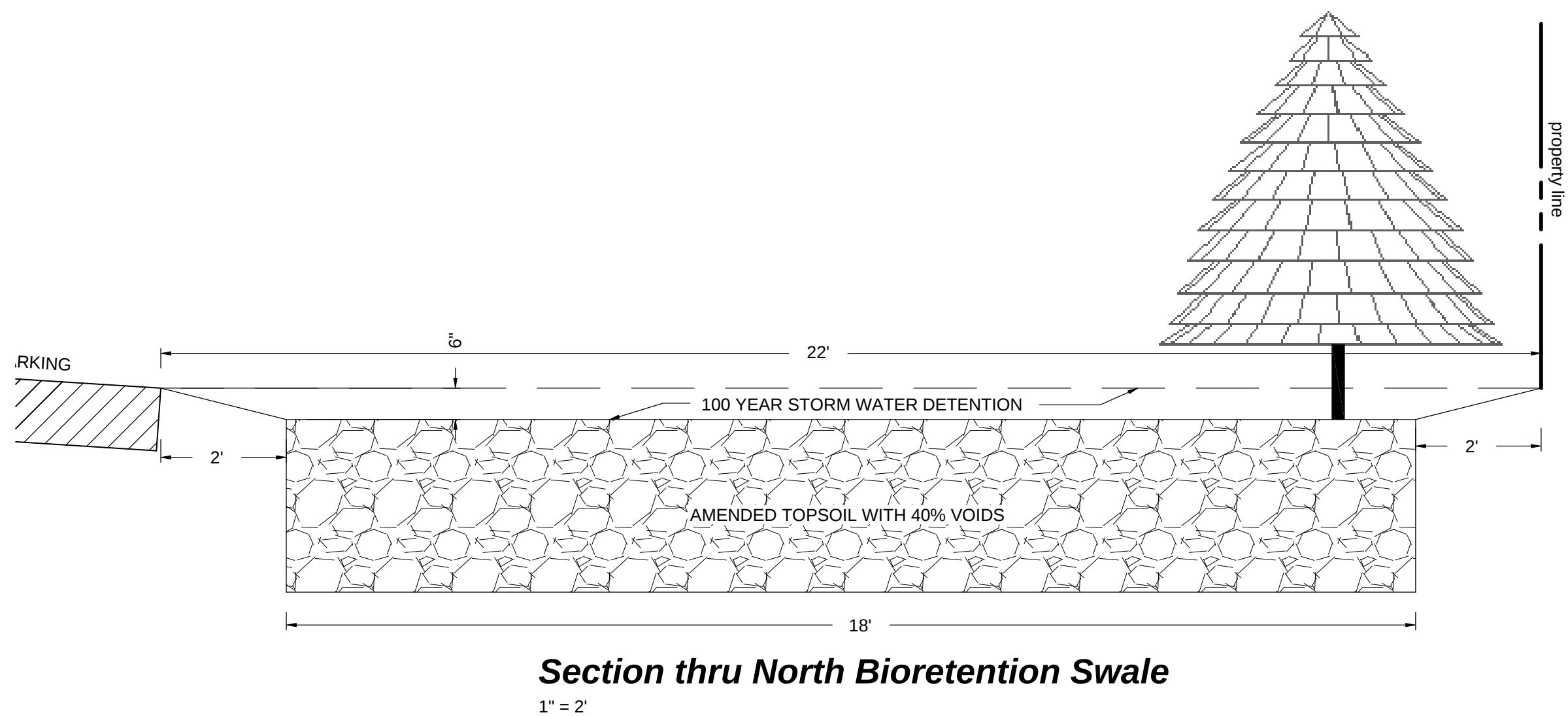
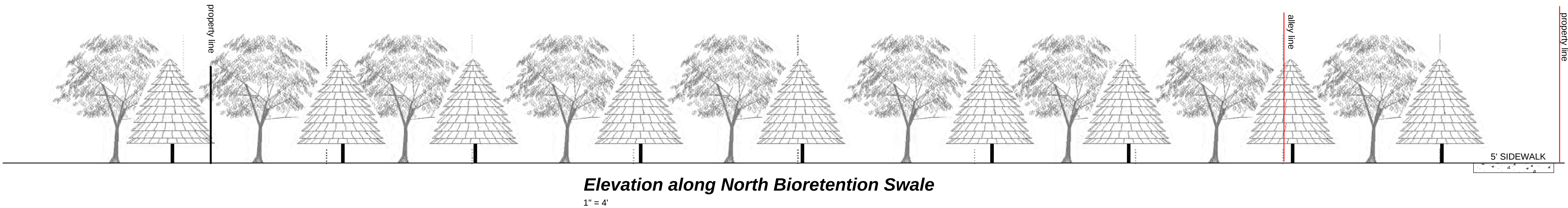
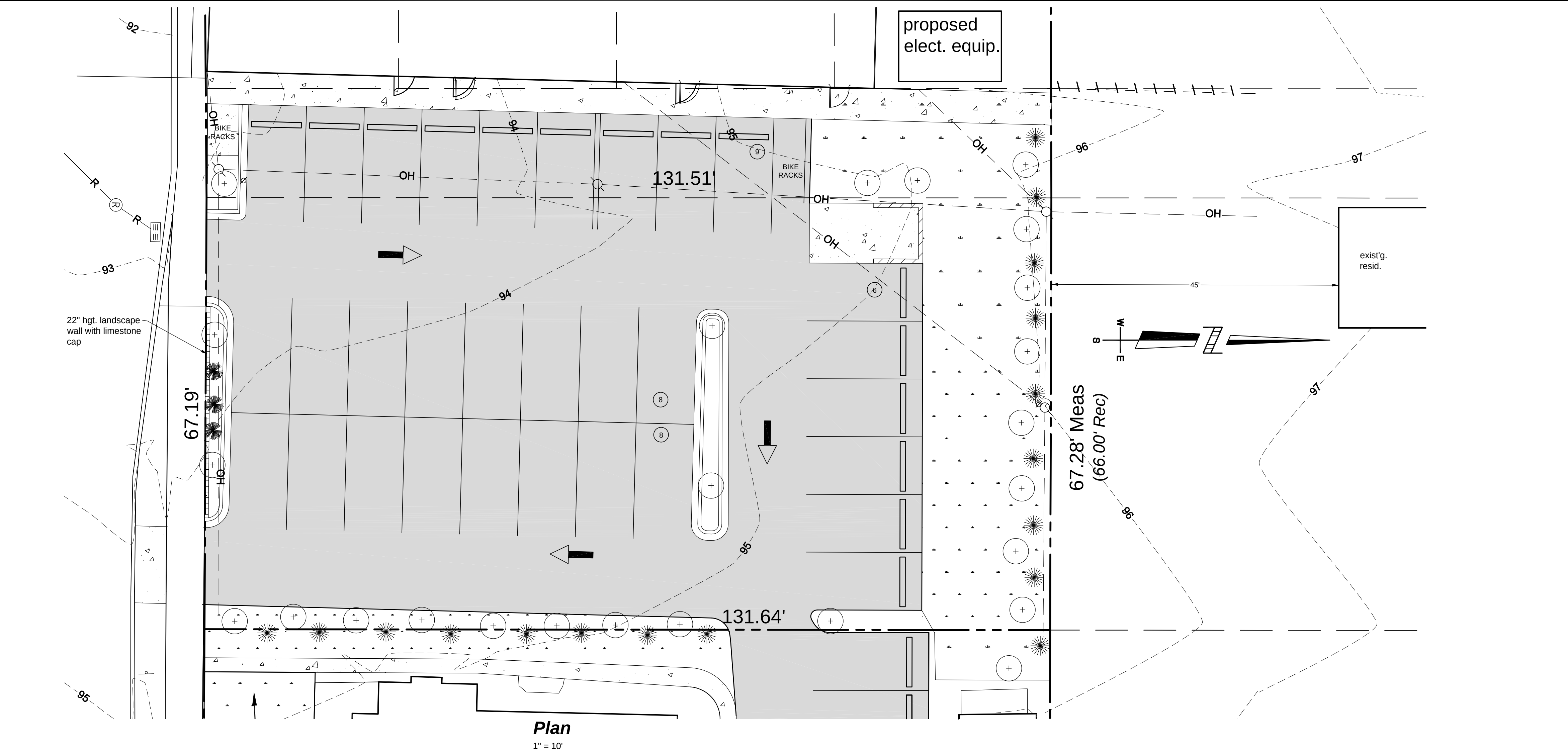


ASPHALT PAVING DETAIL



SPILL - OUT CURB & GUTTER





LANDSCAPING:

ON SITE PARKING PROVIDED: 31 SPACES TOTAL

PARKING LOT TREES

1 TREE/8 SPACES x 31 SPACES = 4 REQUIRED
STREET FRONTAGE TREES: 1 TREE/30' x 67' = 2 REQUIRED
STREET ORNAMENTAL DECIDUOUS TREES: 1/20'x67' = 3 REQUIRED
TOTAL REQUIRED = 9
TOTAL FRONTAGE & PARKING LOT TREES PROVIDED= 11

SCREENING ALONG NORTH & EAST PROPERTY LINES

SINCE BIORETENTION IS PROPOSED IN THESE AREAS, NO SCREEN WALL IS PROPOSED. AN EXEMPTION WILL BE REQUESTED.

SCREENING PLANTS
A TOTAL OF 19 DECIDUOUS TREES AND 17 EVERGREEN TREES, ALL WATER TOLERANT ARE PROPOSED.

SEE PLAN FOR LOCATION AND LANDSCAPE LEGEND FOR SPECIES.

ALL LANDSCAPING TO COMPLY WITH CITY REQUIREMENTS.

LANDSCAPE AREAS

REQUIRED = 10% OF TOTAL AREA OF WEST PARKING LOT & ALLEY
= 10% x (8,847 + 2,244) = 1,109 SQ. FT
PROVIDED= 2,736 SQ. FT. = 24.7%

Landscape Legend

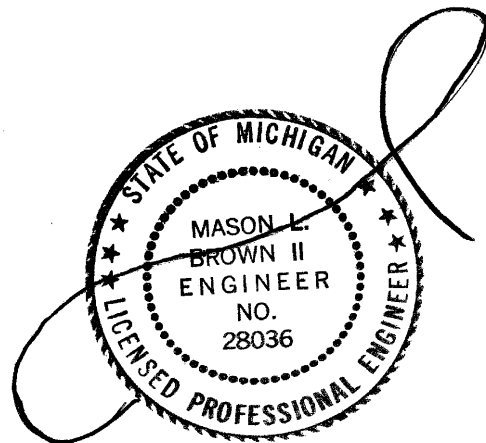
- Acer Rubrum (Red Maple) 2.5" min. caliper
- Picea glauca (White Spruce) 6' min. height
- Arborvitae 3' min. height
- Stormwater Seed Mix as distributed by JF New (or approved equal).

Sec. 122-712. Installation, maintenance, and completion.

- All landscaping required by this Ordinance shall be planted before obtaining a Certificate of Occupancy or the appropriate financial guarantee, as set forth in Section 122-133, shall be placed in escrow in the amount of the cost of landscaping to be released only after landscaping is completed.
- All landscaping and landscape elements shall be planted, and earth moving or grading performed, in a sound workmanlike manner, according to accepted planting and grading procedures.
- All plant material shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be trimmed or pruned in such a manner so as to not alter their natural growth potential.
- The owner of property required to be landscaped by this Ordinance shall maintain such landscaping in a strong and healthy condition, free from physical damage or injury arising from lack of water, chemical damage insects, diseases, blight or other causes.

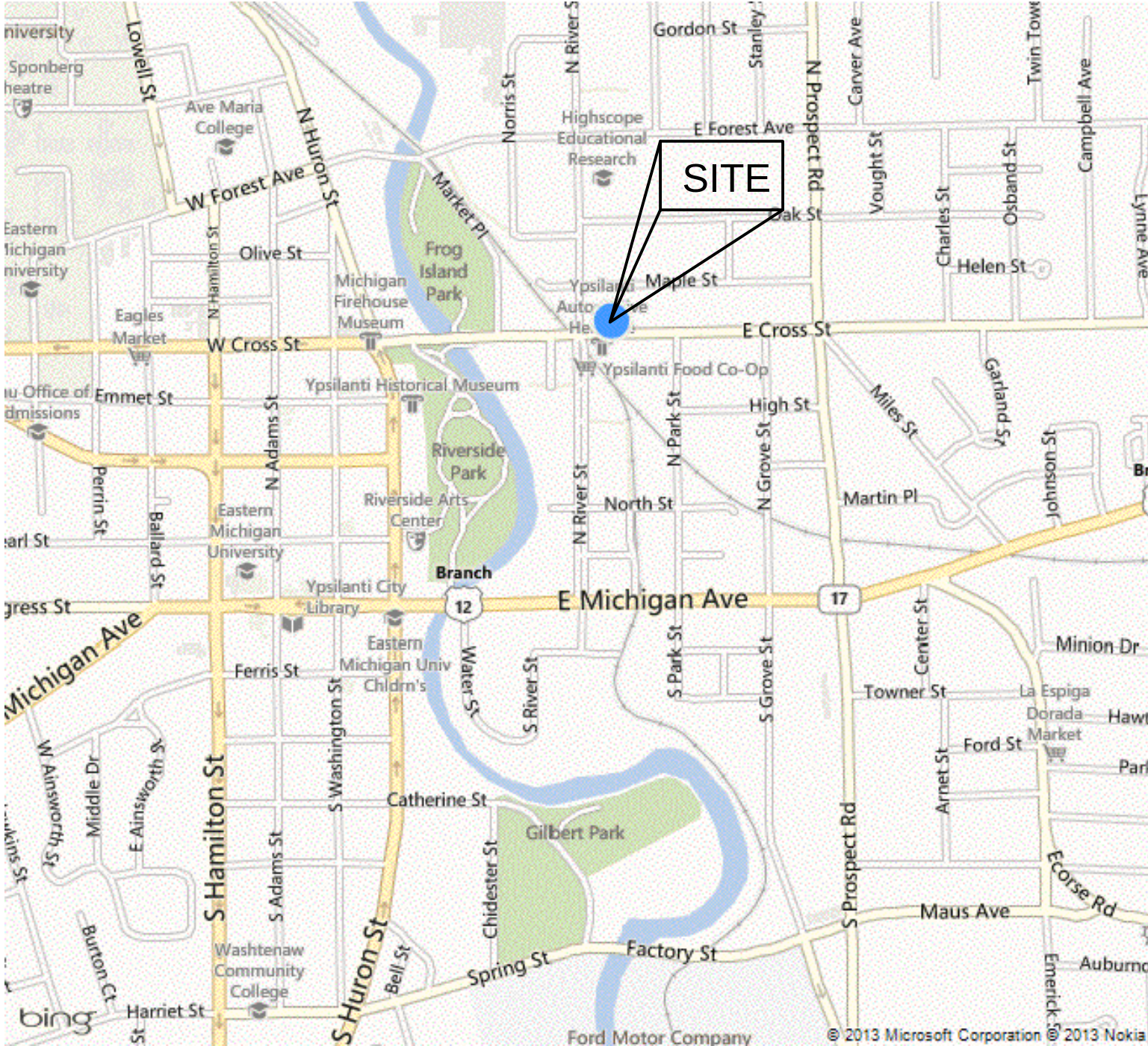
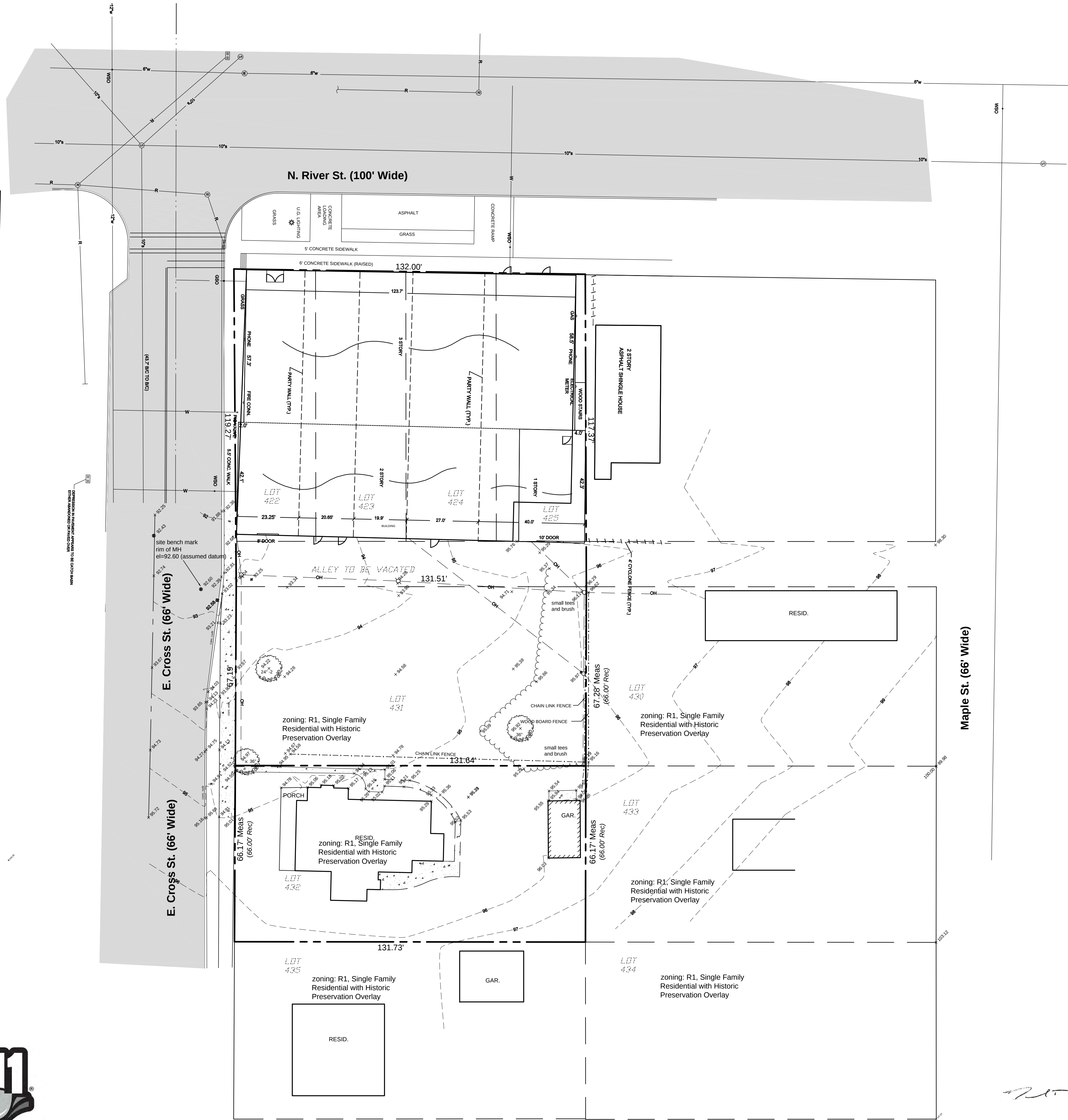
All materials used to satisfy the requirements of this Ordinance which become unhealthy or dead shall be replaced within six (6) months of damage or death or the next appropriate planting period, whichever comes first.

- All landscaped areas shall be provided with a readily available and acceptable water supply. Underground sprinkler systems shall be installed, utilized and maintained in order to insure the proper watering of all plant materials on the sites.

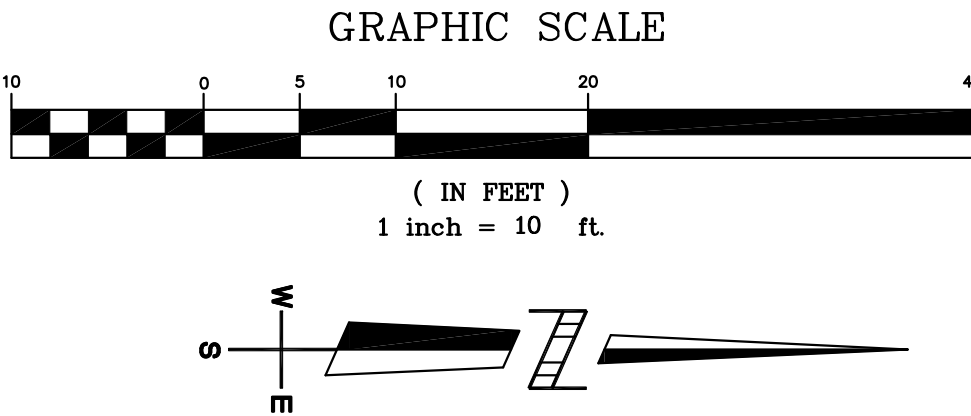




Know what's below.
Call before you dig.



location map



legal description

Los 422-425, Lot 431, & adjacent alley to be vacated, "Part of Ypsilanti being an Addition by Mark Norris", as recorded in Liber N, Page 162, Washtenaw County Records

GOVERNMENT CORNER

CONCRETE MONUMENT

SET STEEL STAKE

FOUND IRON ROD

BENCH MARK

CATCHBASIN

STORM MANHOLE

SANITARY MANHOLE

WATER SHUT OFF VALVE

WATER GATE VALVE & WELL

FIRE HYDRANT

GAS VALVE

ELECTRIC TRANSFORMER PAD

LIGHT POLE

POWER/TEL POLE

GUY ANCHOR

METAL POST

SIGN

DECIDUOUS TREE

CONIFEROUS TREE

PLANTING ROW

SANITARY SEWER

STORM SEWER

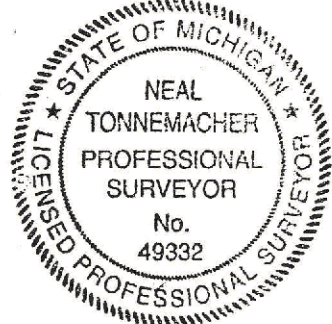
WATER MAIN

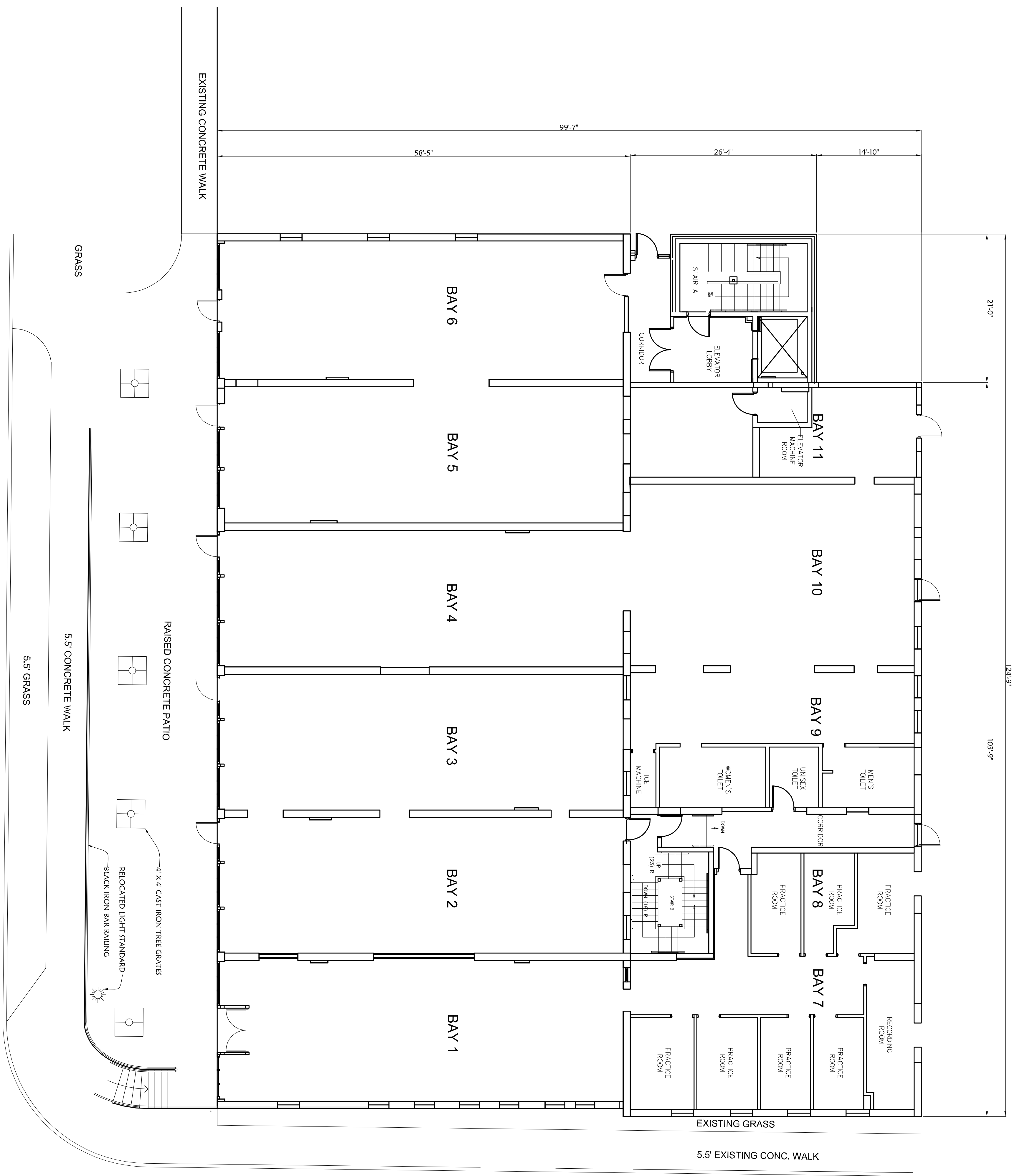
GAS MAIN

OVERHEAD WIRES

EXISTING CONC. PAVEMENT

Legend





N. RIVER STREET (100' WD.)

MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0"

Drawn	Date	Issued For
DL	2013.08.16	SPA
Designed	-	-
-	-	-
-	-	-
Checked	-	-
-	-	-
-	-	-
Approved	-	-
DL	-	-

David Lavender Architect PC
420 South Water Street
Marine City Michigan
48039
586-921-3410

MAIN FLOOR PLAN

THOMPSON BLOCK

DEPOT TOWN
YPSILANTI, MICHIGAN

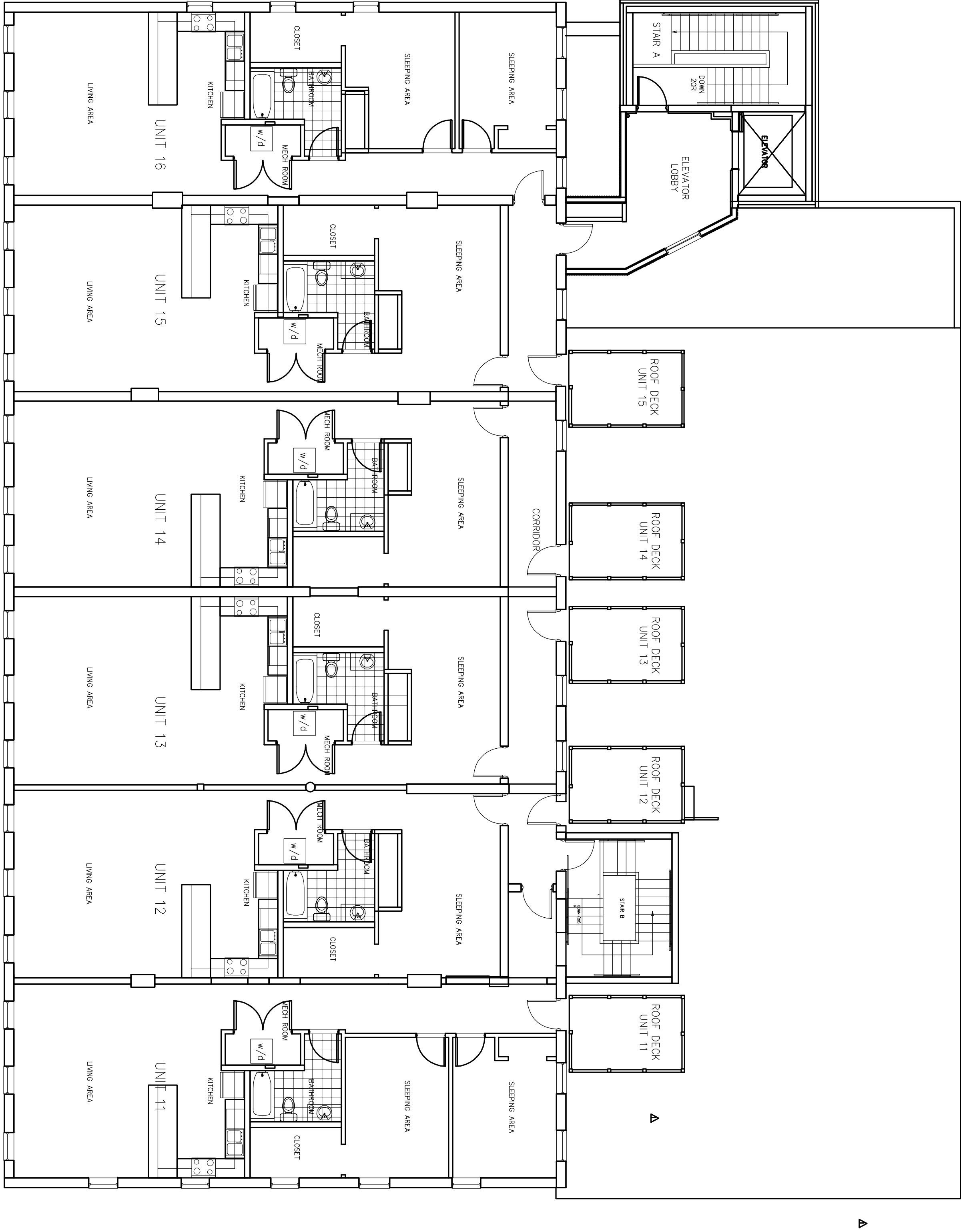
DO NOT SCALE DRAWINGS

Job No.

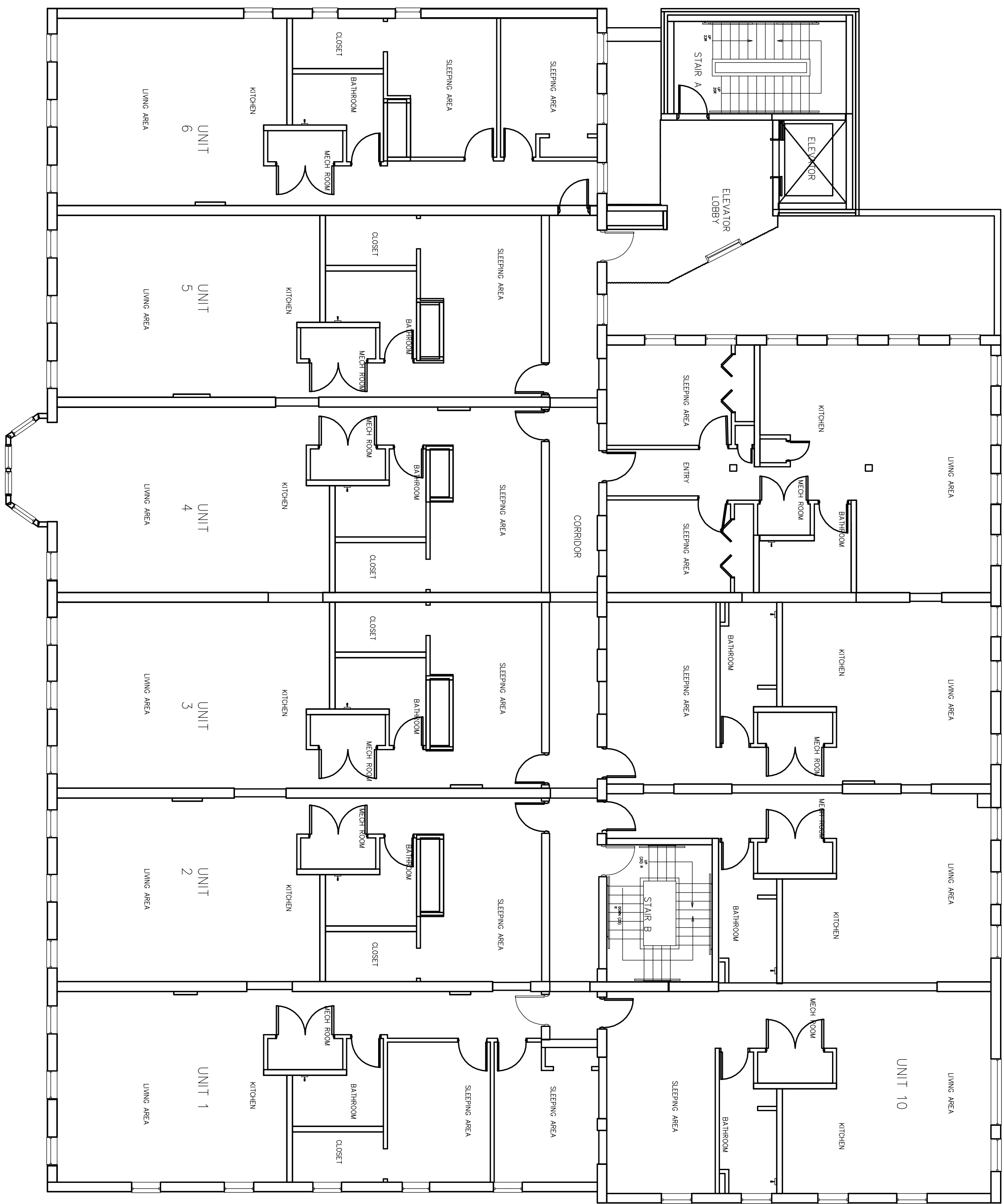
1302

Drawing No.

A-1



Drawing No. A-2	Job No. 1302	DO NOT SCALE DRAWINGS	SECOND FLOOR PLAN THOMPSON BLOCK DEPOT TOWN YPSILANTI, MICHIGAN	David Lavender Architect PC 420 South Water Street Marine City Michigan 48039 586-921-3410		Drawn	Date	Issued For
						DL	2013.08.16	SPA
						Designed	-	-
						-	-	-
						Checked	-	-
						-	-	-
						Approved	-	-
						DL	-	-



Drawn	Date	Issued For
DL	2013.08.16	SPA
Designed	-	-
-	-	-
Checked	-	-
-	-	-
-	-	-
Approved	-	-
DL	-	-

David Lavender Architect PC
420 South Water Street
Marine City Michigan
48039
586-921-3410

THIRD FLOOR PLAN

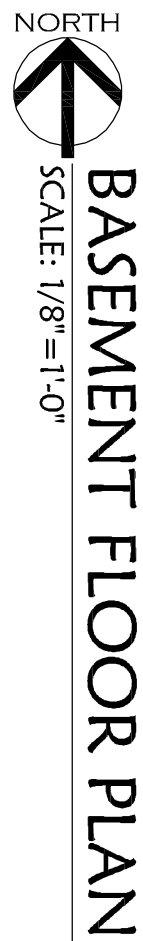
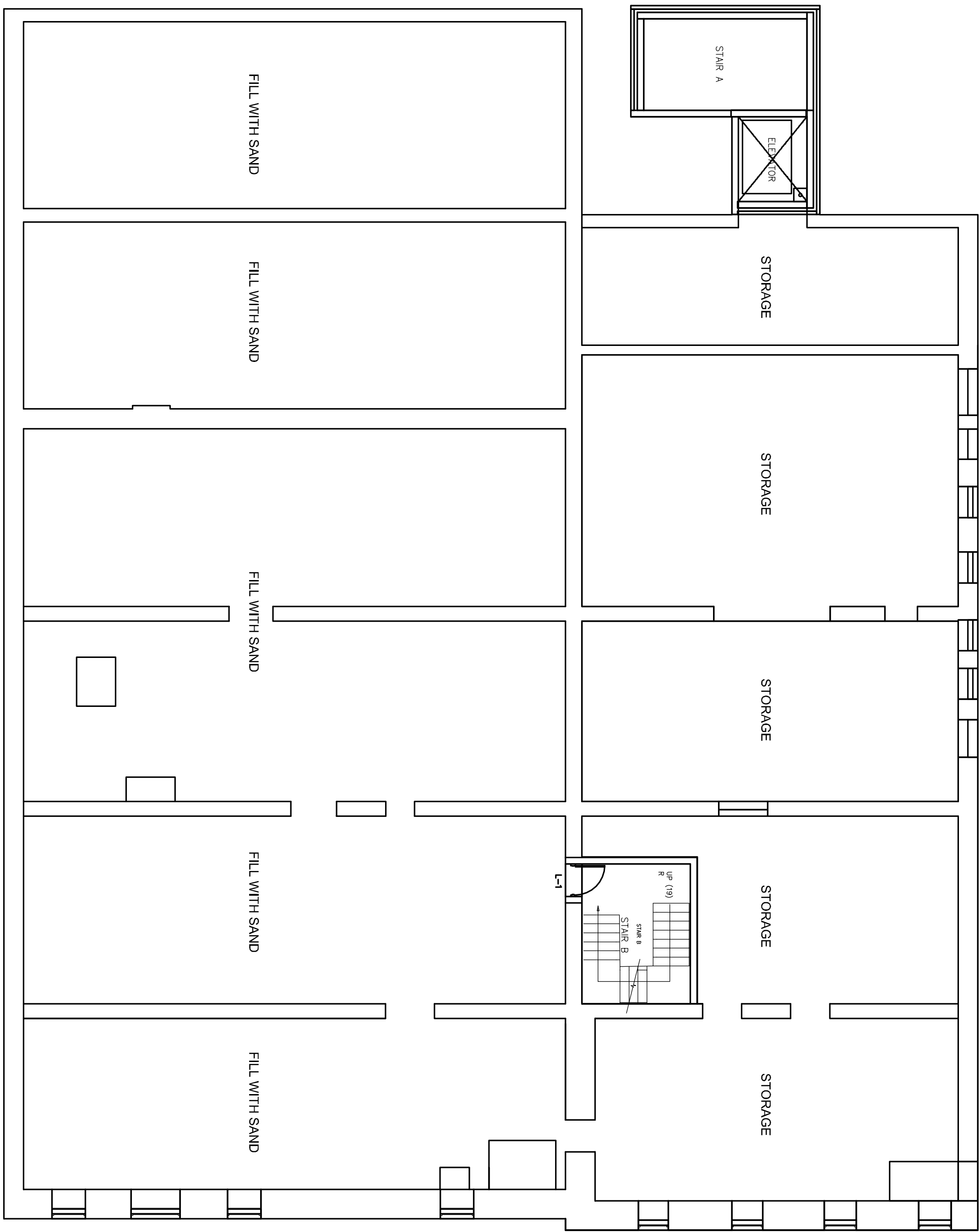
THOMPSON BLOCK

DEPOT TOWN
YPSILANTI, MICHIGAN

1302

Drawing No.

A-3



Drawn	Date	Issued For
DL	2013.08.16	SPA
Designed	-	-
-	-	-
Checked	-	-
-	-	-
-	-	-
Approved	-	-
DL	-	-

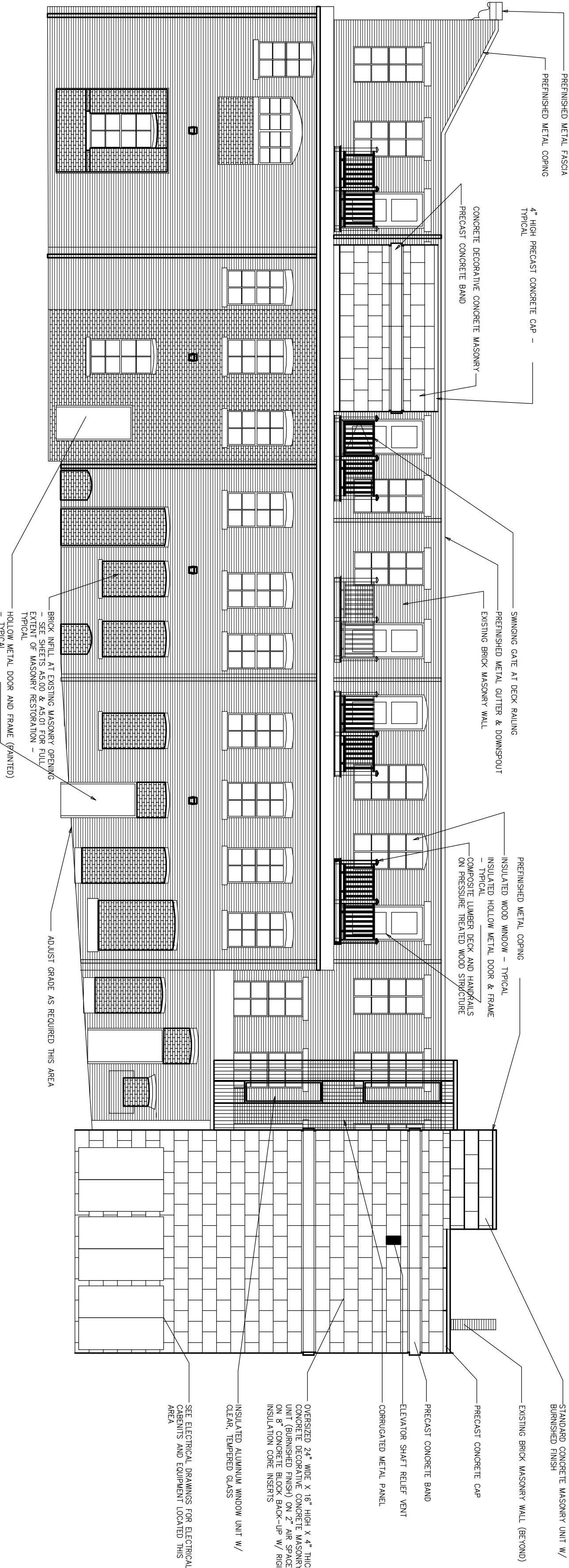
David Lavender Architect PC
420 South Water Street
Marine City Michigan
48039
586-921-3410

BASEMENT PLAN
THOMPSON BLOCK
DEPOT TOWN
YPSILANTI, MICHIGAN

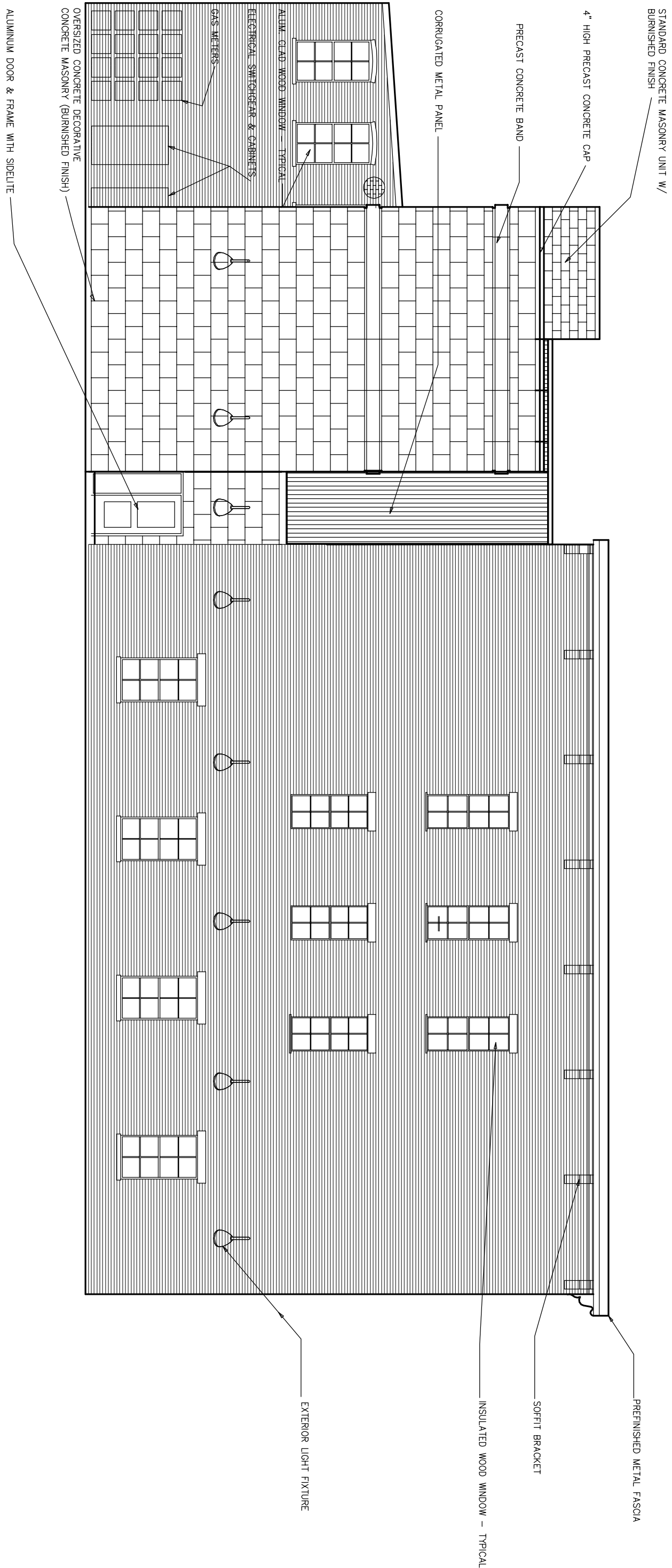
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Drawing No.

A-4

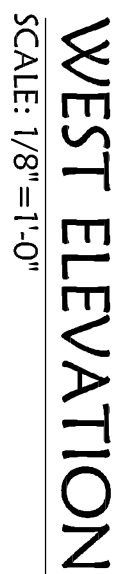


EAST ELEVATION
SCALE: 1/8"=1'-0"



NORTH ELEVATION
SCALE: 1/8"=1'-0"

David Lavender Architect PC 420 South Water Street Marine City Michigan 48039 586-921-3410	Issued For			Drawn	Date
	SPA			DL	2013.08.16
				Designed	-
				-	-
				Checked	-
				-	-
				Approved	-
				DL	-
ELEVATIONS					
THOMPSON BLOCK					
DEPOT TOWN YPSILANTI, MICHIGAN					
DO NOT SCALE DRAWINGS					
Job No. 1302					
Drawing No. A-6					





Thompson Block Partners

The Thompson Block Redevelopment Project Description and Building History and Significance

The Ypsilanti Historic District contains the historic core of Ypsilanti, one of Michigan's oldest towns, including the historic downtown, with buildings dating back at least to the early 1850's; a second old commercial/industrial area "Depot Town" dating from the 1840's and 50's; and the city's oldest residential neighborhoods on either bank of the Huron River. Numerous buildings both in the downtown and in the Depot Town area survive from the pre-Civil War heyday of development of these two separate commercial/industrial areas, the one focusing on the town's main through highway, the other on water power sites and a railroad line and depot.

The homes of very many of the town founders who were instrumental in promoting the city's commercial and industrial growth during the nineteenth century also remain standing within the district. The district contains most of Ypsilanti's oldest homes, commercial, industrial, and civic buildings, and churches. The age, quality, and diversity of this architecture is almost unique in Michigan for a town of Ypsilanti's size.

Downtown Ypsilanti began in 1825 with a store opened by Jonathon G. Morton and Erastus Belden at the northwest corner of Huron and Pearl Streets. Ypsilanti's position straddling the Chicago road, one of the main primary routes for "landlookers" and settlers heading west into the newly-opened-for-settlement southern part of Michigan, caused the town to flourish.

Hotels were built along the road in what is now the downtown area to accommodate the throng of travelers. The most important was the Hawkins House at the northwest corner of Michigan and Washington which by 1848 under the ownership of Abiel Hawkins had grown to take up the entire site now occupied by the Union Block.

The first bridge across the Huron River was built in 1827. By 1830 several flour mills and a saw and woolcarding mill had been built. In 1831 the Detroit and St. Joseph Railroad Company was chartered to build a line across the territory from Detroit through Ypsilanti to Lake Michigan. The booming Ypsilanti settlement obtained its own village government in 1832.

The Ypsilanti Historic District is notable as well in architectural terms in the southern Michigan context for the age, diversity, and quality of its buildings. The district contains numerous houses dating from the 1830s and 1840s and one of Michigan's largest collections of commercial blocks dating from the 1850s and even the 1840s. Its residential, commercial, industrial, religious, and public buildings represent a very broad range of building types and forms and architectural styles characteristic of southern Michigan from the 1830s to the 1930s and include many individual buildings and groups of buildings that are notable in a statewide context.

The number of surveying historic commercial buildings in the downtown and Depot Town dating from the 1850s and in some cases, perhaps, the 1840s probably exceeds that in nearly any other Michigan town. Those of Ypsilanti's early commercial buildings that have not been hidden beneath modern metal skins – such as the plain Greek Revival-inspired buildings at 27 and 29 East Cross, the Italianate Follett House at 17-25 East Cross, the Thompson Block on North River, and the Gothic-influenced buildings at 40-44 and 52 East Cross – or that have been resurrected – the Gothic building at 118 West Michigan – illustrate the design quality characteristic of that period that is today generally seen only in old photographs.

The historic Thompson Block is a 150-year old building, located in a prominent local historic district; Depot Town. The Thompson Block was built with the bricks and stones of the Great Western Hotel, another historic building for the area. This structure has played host to the 14th and 27th infantry during the civil war, it was rumored to have been a stop on the Underground Railroad with a direct link to the Michigan Central Railroad across the street.

In its long and robust lifetime the building has been a paint store, a bicycle shop, a fire department, and one of the first Dodge dealerships in the area. Complicating its redevelopment was a fire in 2009 that gutted much of the building's interior, and requiring a herculean effort to stabilize, and more recently improve the façade. With a history as significant and colorful as the Thompson Block's has been it is imperative that it is re-developed before any further decay occurs.

Housing 16 luxury lofts and approximately 10,000sf of new retail and / or restaurant venues, this \$4 Million redevelopment will bring employees to new businesses, and visitors by the hundreds to Depot Town, and help support new and existing restaurant and retail establishments.

The Thompson Block renovation project as contemplated will dramatically improve a highly visible stretch of River Street and the most visible corner in Depot Town further encouraging development in the area. Further, the permanent investment made here will help raise the value of this and the surrounding buildings to several times their current value, all of which will benefit the surrounding community considerably.



City of Ypsilanti Planning & Development Department

One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646 • Fax: (734) 483-7260
www.cityofypsilanti.com

**Non-refundable
Planning Fee:**
\$500

Engineering Fee:
see attached information
sheet to determine fee

Date: _____

SITE PLAN REVIEW APPLICATION

Applicant*

Name Thompson Block Partners LLC		
Address 221 Felch Street		
City Ann Arbor	State Michigan	Zip 48103
Phone / Fax 734-662-6133 x 111 / 734-662-5869	E-Mail sbeal@gobeal.com	

*If applicant is not owner of property, a written, notarized statement from the owner authorizing this application must be included.

Property

Name of project Thompson Block Re-development
Address 400 North River Street, Ypsilanti, Michigan
List all parcel identification numbers included in development: Lots 422, 423, 424, 425, and 431, and alley located between same
Current use: Vacant, most recent use was warehouse / storage
Proposed use: Residential Lofts over Retail / Restaurant Use
Current Zoning: B3 Historic District
Legal description of property (may be attached) See attached for legal descriptions for lots 422-425 and separately for Lot 431

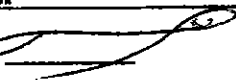
Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti staff to be on the subject property for the purposes of preparing staff reports and/or evaluating this application.	
Signature: 	Date: July 16, 2013
Print Name: Stewart W. Beal, Manager/Member Thompson Block Partners LLC	

Site Plan Required Information Checklist

Must be completed by site plan designer and submitted with site plan review application.

The Planning and Development Department reserves the right to reject any incomplete submission.	
Project-Identifying Information	
☒	Name of project
☒	Brief description of project
☒	Location map showing major thoroughfares and site location (no scale necessary)
☒	Name, address and phone number of the site owner
☒	Name, address and phone number of the developer
☒	Name, address and phone number of the plan designer and their professional seal
Existing conditions	
☒	Scale (minimum of one inch equals 200 feet), north arrow, date of original drawing and any revisions
☒	Area of the site in square feet and acres, excluding all existing and proposed rights-of-way.
☒	Property lines and dimensions, including lines and dimensions of all rights-of-way & easements
☒	All structures and accessory structures, their uses and dimensions. These include but are not limited to buildings, signs, drives, parking areas, sidewalks, utilities, lighting, fences, flagpoles, and dumpsters/refuse collection areas.
☒	Location of abutting streets, existing and proposed rights-of-way, service drives, curb cuts, and access easements serving the site, as well as driveways opposite the site and all driveways within 100 feet of the site. The centerline of road rights-of-way shall be shown.
☒	Use(s) of existing buildings
☒	Existing landscaping
☒	Dimensions of all structures and lot lines within 50 feet of the site
☒	Existing zoning of the site and all adjacent properties
Proposed conditions	
☒	Scale (minimum of one inch equals 200 feet), north arrow, date of original drawing and any revisions
☒	Any changes to site dimensions, and completed <i>Lot Split/Combination Application</i>
☒	Any changes to zoning, and completed <i>Zoning Map Amendment or Text Amendment Application</i>
☒	Any variances requested, and completed <i>Variance Application</i>
☒	Any changes to rights-of-way or easements on the property
☒	All structures and accessory structures, their uses and dimensions, and addition information that may be required by code. These include but are not limited to buildings, signs, drives, parking areas, sidewalks, utilities, lighting, fences, flagpoles, and dumpsters/refuse collection areas.
☒	Building floor plans and architectural wall elevations.
☒	Location and dimensions of any open-air uses, such as outdoor cafes, open-air sales, or outdoor storage
☒	Parking areas, access drives, or sidewalks, showing the method of surfacing, number and size of spaces, aisles, loading areas, and handicapped access ramps.
☒	Landscape plan in accordance with Article XI, division 5 of the Zoning Ordinance. Existing vegetation that is to be retained on the site shall be shown.
☒	Direction and method of stormwater drainage, ground elevations of all existing buildings, site contours at 2 foot intervals, drives and parking lots, and any unusual surface conditions. Include the method of collection; the method and location of the connection to existing stormwater system; and first flush method and type of device that is proposed. Include written approval from the Washtenaw County Drain Commission and manufacturer's data.
☐	Indicate all areas of this site that are located within floodplains.
☐	If phased construction is to be used, each phase must be noted and each phase must stand on its own.
The City Planner or Planning Commission may require other data deemed necessary for adequate review of a project.	
The City Planner or Planning Commission may grant waivers of data requirements when specific data is deemed unnecessary in determining compliance of site plan with the regulations or standards of the Zoning Ordinance.	

Site designer Initials: 



City of Ypsilanti
Planning & Development Department

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Planning Fee: \$1,000
or \$550, if Adaptive
Reuse/Historic

PUD Fee: \$5/1,000 sq ft of
non-residential OR \$5/unit
for residential

Engineering Fee:
see attached sheet

Date: _____

PLANNED UNIT DEVELOPMENT APPLICATION
MUST BE SUBMITTED WITH SITE PLAN APPLICATION FORM

Applicant

Name

Thompson Block Partners LLC

Property

Name of project

Thompson Block Redevelopment

Address

400 North River Street, Ypsilanti, Michigan 48197

List all parcel identification numbers included in development:

Lots 422, 423, 424, 425, & 431, and alley between same

Legal description of all parcels included in development (may be attached):

See attached for legal description

Current use:

Vacant; most recent use prior to 2009 fire was warehouse / storage

Proposed use:

Residential Lofts over Retail / Restaurant

Current Zoning:

B3 Central Business District with Historic District Overlay

List all specific modifications to the underlying zoning ordinance requested (may be attached):

Rear Yard / Residential Setback 3' in lieu of 25', Parking 38 spaces in
lieu of 101, bioswales / landscaping at property edge in lieu of screenwalls

Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti staff to be on the subject property for the purposes of preparing staff reports and/or evaluating this application.

Signature:

Date:

July 17, 2013

Print Name:

Stewart W. Beal, Manager/Member Thompson Block Partners

Planned Unit Development Required Information Checklist

Must be completed and submitted with application.

The following checklist reflects the information that is required to be included with every planned unit development application.

The Planning and Development Department reserves the right to reject any incomplete submission.

Each site plan submitted will be drawn at a minimum scale of one inch equals 50 feet, and shall include the following, *in addition to the standard site plan application requirements*.

- | | |
|-------------------------------------|---|
| ☒ | A schedule of total land areas devoted to each type of use, usable floor areas, density calculations, number and type of any dwelling units, and building ground coverage. |
| ☒ | Extent and quantity of open space areas, indicating the proposed uses and improvements for such areas. |
| ☒ | Architectural sketches showing building heights, external wall finishes, location of building entry ways, lighting elements, and other architectural features. |
| ☐ | Copy of agreements, covenants, or deed restrictions which will assure that the development will be completed and maintained as shown on the plans by the developer and successive owners. |
| ☒ | Other information deemed pertinent to the proposed development by the planning commission or city council. |

The City Planner, Planning Commission, or City Council may require other data deemed necessary for adequate review of a project.

Site designer Initials: MB

EXHIBIT I

PARCEL I:

Commencing at the Southwest corner of Lot No. 422 and running thence North along the West line of Lots No. 422, 423, and 424, 81 and 88/100 feet to the center of a brick wall between the fourth and fifth stores as now located; thence running East through the center of said brick wall, 100 feet to an alley; thence running South along the West line of said alley, 81 and 88/100 feet to the North line of East Cross Street; thence running West along the South line of said Lot 422, 100 feet to the Place of Beginning, and being a part of Lot 424, according to recorded plat of Norris Addition to the Village (now City) of Ypsilanti, in the County of Washtenaw and State of Michigan.

PARCEL II:

Commencing on the East line of River Street 25 feet South of the line between Lots 425 and 426 of Norris Addition and at the center of the brick wall between the fifth and sixth stores (numbering from the South) in what is known as Norris Block, running thence South on the East line of River Street 20.36 feet to the center of the Brick wall between the fourth and fifth stores in the same block; thence East through the center of the last mentioned wall 100 feet to the West line of an alley in rear of said lots 425 and 426; thence North along the West line of said alley 20.36 feet; thence West through the center of first mentioned wall 100 feet to beginning. Intending to convey the fifth store in said block and the ground of same width in rear and also the North 24 feet of Lot 425 in Norris Addition to the Village (now City) of Ypsilanti, and bounded as follows: North by land now or formerly owned by Henry Densmore, East by an alley, South by a line running East and West from River Street to the aforesaid alley through the center of the brick wall, connecting the building sold with the one adjoining on the South, and West by River Street. Intending hereby to convey the following described property: Commencing at a point on the East line of River Street 82.49 feet North of the North line of Cross Street, said point being on the center line of the party wall between the fourth and fifth stores, so-called, thence Easterly through the center of said party wall 57.92 feet to the center of a North and South brick wall, thence Northerly along the center line of said brick wall 6.54 feet to the center of an East and West brick wall, thence Easterly 42.36 feet along the center line of said brick wall to the West line of one rod alley, said point being 87.45 feet North of the North line of Cross Street, thence Northerly along the West line of said alley, 40.55 feet to a point 128.00 feet North of the North line of Cross Street, said point being the Northeast corner of Lot 425 of Norris Addition, thence Westerly parallel with the North line of Cross Street and along the North line of said Lot 425, 100.30 feet to the East line of River Street, thence Southerly along the East line of River Street 46.51 feet to the Place of Beginning, said parcel being Lot 425 and the Northerly part of Lot 424 of the Norris Addition, Ypsilanti, Michigan.



Thompson Block Partners

July 8, 2013

The Thompson Block Re-development Financing Update

We are pleased to be providing the first scheduled financing update on the Thompson Block Re-development Project in accordance with our letter and proposed agreement regarding the project dated July 8th, 2013.

First we would emphasize that the financing of any historic re-development project is complex, and that as should be no surprise the financing of this one is especially so. That said we have made substantial progress toward the re-launch of the re-development of the Thompson Block, and specifically with regard to financing, and in accordance with the format requested we are pleased to provide the following information:

- Total project cost: \$4,800,000.00 including soft costs.
- Total tax credits: \$2,907,280.00 total value, \$2,724,500.00 syndicated value.
- Total current commitment by investors: We are selling 174 shares for \$10,000 each and 26 have been sold to date.
- Any other funding committed: None, pending advancement of issues with the City, but note we are in discussions with the Bank of Holland and the State of Michigan for roughly \$2,900,000.00 in combined financing
- Amount of pre-leased space: None, pending advancement of issues with City
- Gap in financing: None post construction assuming above, \$1,500,000 during construction for which we are in discussions with investors and lenders
- Any upcoming goals/deadlines/next direction: A preliminary loan commitment, subject to a variety of issues including pending advancement of issues with the City, is expected from the Bank of Holland within 60 days.

We propose to update you again in 6 month in accordance with the letter referenced above, or when any major financing event occurs in the interim.