

LAND FOR SALE



NWQ of Michigan Ave. and US-23

Pittsfield Township, Michigan



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PROPERTY SUMMARY

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OFFICE | INDUSTRIAL | RETAIL | LAND | INVESTMENT | TENANT REPRESENTATION | CORPORATE SERVICES | CONSTRUCTION SERVICES | PROPERTY MANAGEMENT | AVIATION SERVICES

Location: NWQ of Michigan Ave. and US-23
Pittsfield Township, MI

Total Land Size: +/- 15.4 Acres

Sale Price: \$250,000 Per acre, or Build to Suit

Utilities: Water & sewer available to site

Zoning: FB – Form Based Mixed Use

Demographics within

a 5 mile radius: Population: 116,667 Persons
Households: 48,729 Homes
Average HH Income: \$76,952 Annually
Traffic Count: 21,764 VPD on Michigan Ave.
59,763 VPD on US-23

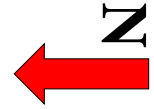
Comments: Located at the NWQ of US-23 and Michigan Avenue, 15.4 acres with great visibility and access. Zoned Form Based Mixed Use. Great location for mixed use residential development, hotel, restaurant, office, retail or big box. Will build to suit under the right conditions.

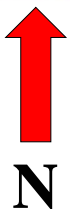
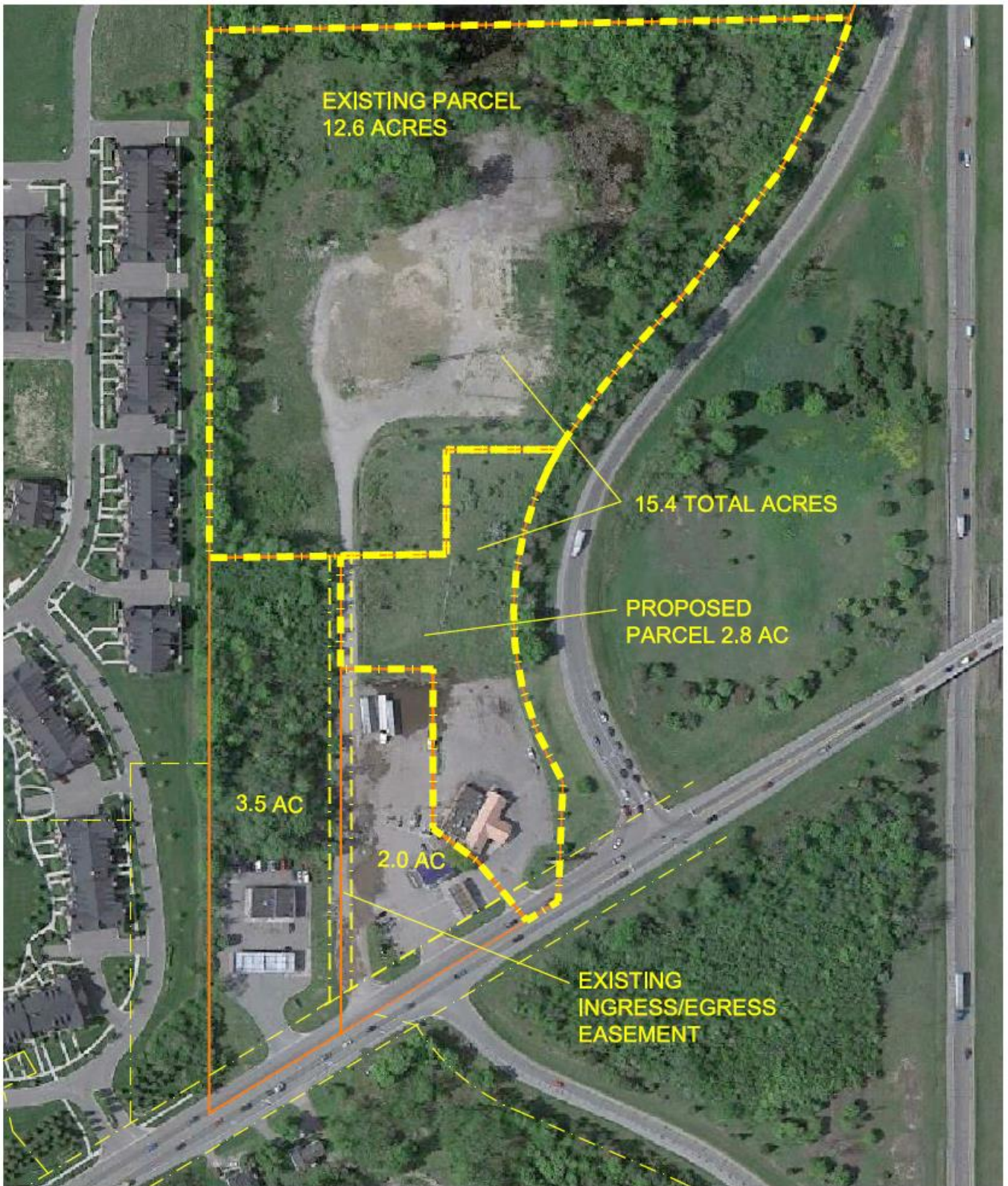
For Information Contact:

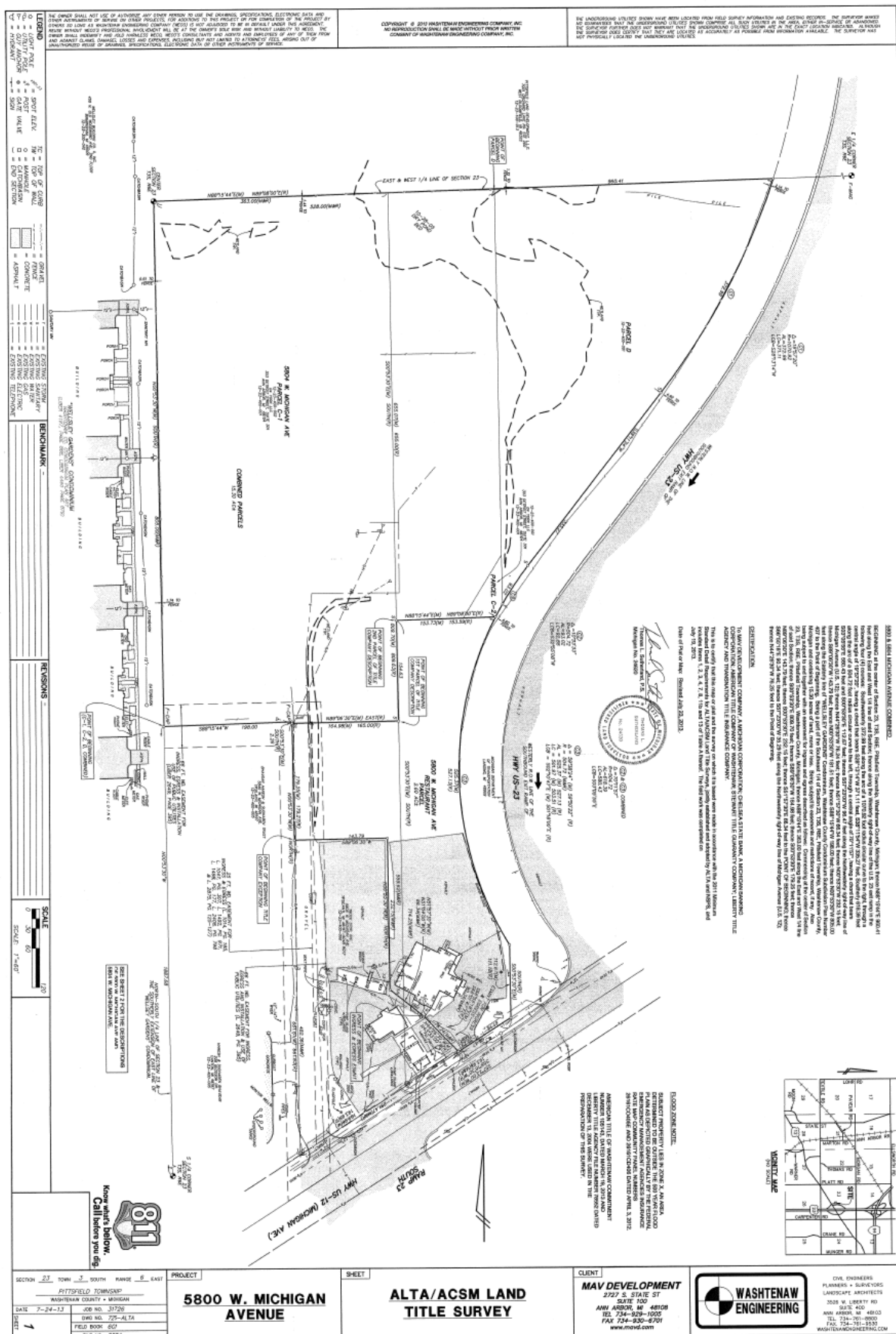
Randy Thomas

248-359-9000









5

Hotel & Restaurant Conceptual
Plan A

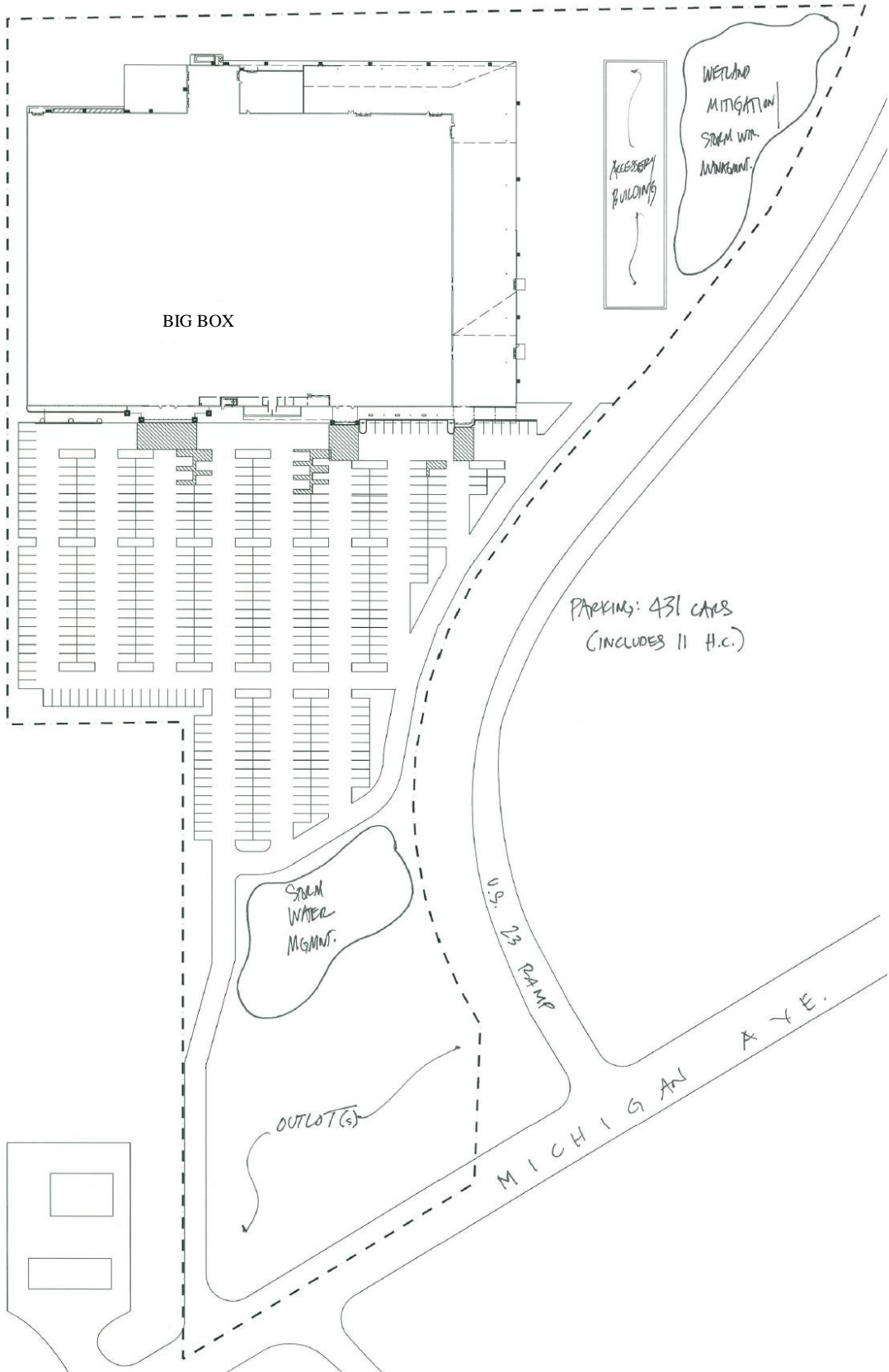
March 18, 2018



SITE PLAN

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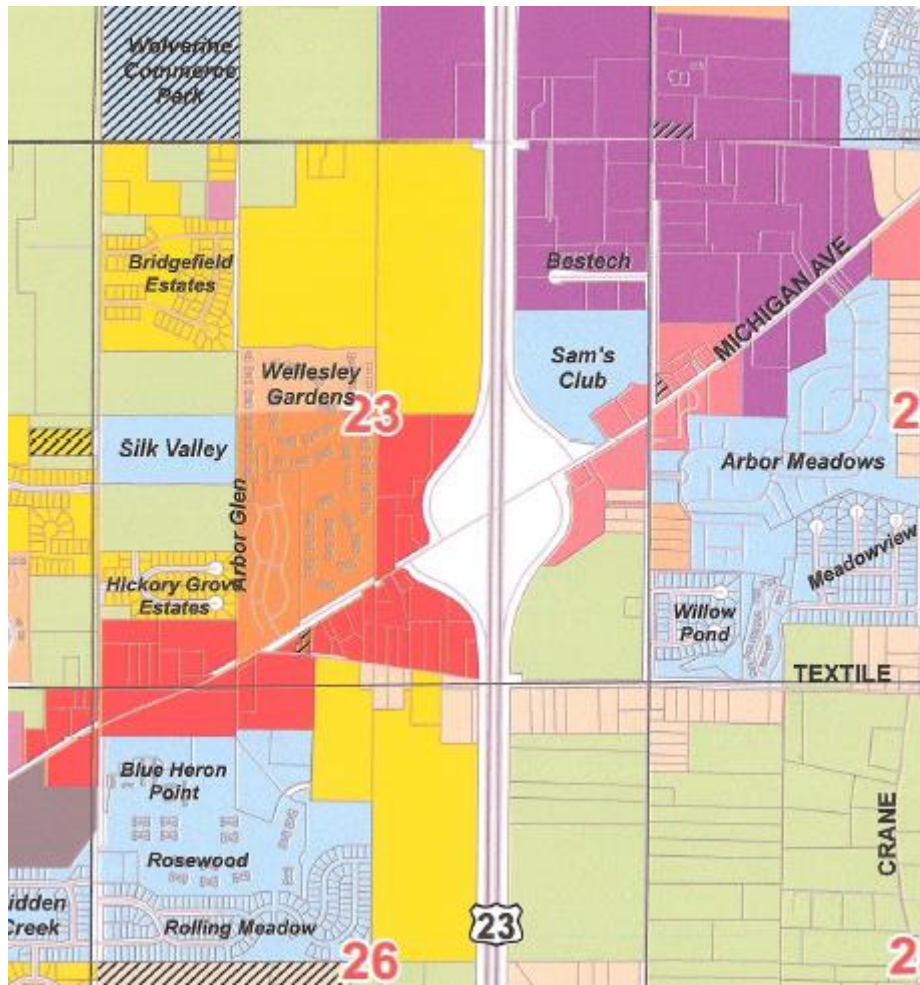
OFFICE | INDUSTRIAL | RETAIL | LAND | INVESTMENT | TENANT REPRESENTATION | CORPORATE SERVICES | CONSTRUCTION SERVICES | PROPERTY MANAGEMENT | AVIATION SERVICES



Michigan Avenue & US23
1"=100' 07.18.11
0 50 100 200

PROPOSED BIG BOX SITE PLAN
TEST FIT 'A'

MAVD
MAVDevelopment



Zoning

- RC Recreation Conservation
- AG Agricultural
- R-1A Single Family Rural Non-Farm Residential
- R-1B Single Family Suburban Residential
- R-2 Low Density Multiple-Family
- R-3 Moderate Density Multiple-Family Residential
- MHP Mobile Home Park Residential
- C-1 Neighborhood Commercial
- C-2 Regional Commercial
- FB Form Based Mixed Use
- BD Business
- I General Industrial
- PF Public Facilities
- PUD Planned Unit Development
- Court Modified
- Conditionally Rezoned

For more detailed zoning information please [CLICK HERE](#)

ARTICLE 5

FORM-BASED MIXED USE DISTRICTS

SECTION 5.01 GENERAL INTENT, PURPOSE, AND USE

- A. **Intent.** There are areas within the Township in which the Master Plan places greater emphasis on regulating urban form and character of development as well as use and intensity of use. The Township encourages development with a mix of uses, including public open space, along major transit corridors, near transit stations or in close proximity to public educational facilities, residential density nodes, or large employment centers, in order to provide transit oriented development in a sustainable way. The Form-Based Mixed Use Districts are intended to implement the vision, goals, and objectives of the Pittsfield Township Master Plan and any other applicable Plans.
- B. **Purpose.** The general purpose of these regulations is as follows:
1. Ensure that development is of human scale, primarily pedestrian-oriented, and designed to create attractive streetscapes and pedestrian spaces.
 2. Promote infill development and redevelopment to expand the employment and economic base.
 3. To promote a compact growth pattern to efficiently use the remaining developable land, and to enable the cost-effective extension of utilities, services, and **streets**; frequent transit service; and to help sustain businesses.
 4. Promote mixed-use development in both a horizontal and vertical form.
 5. Ensure reasonable transition between higher intensity development and adjacent neighborhoods.
 6. Improve mobility options and reduce the need for on-site parking by encouraging alternative means of transportation.
- C. **Factors for Regulation.** These regulations are based on two (2) significant factors: site context and building form.
1. Site context is derived from existing and desired characteristics, which includes street types and site types. **Streets** can be divided into various types, based on purpose and unique attributes. Sites can be divided into types based on characteristics including shape, size, and orientation. Areas are distinguished from one another by their site context, which includes size and configuration of the site, street patterns, location, and intensity of use. Therefore, considering site context provides a customized approach to the inherent conditions of the areas where these regulations are applied.

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2. Building form addresses the manner in which buildings and structures relate to their lots, surrounding buildings, and street frontage. The shape of the building, the land area to volume ratio, and the orientation of the building has a significant impact upon the general feel and character of an area. Building form standards control height, placement, building configuration, parking location, and ground story activation applicable to the site context.
 3. Regulations are tailored to meet a more specific intent of each district. These districts and intents are set forth elsewhere in this Article.
- D. **Regulating Plans.** The form-based districts use Regulating Plans, which rely on street types and site types to determine allowable uses and building forms and allowable uses for a given property. The steps to determine the regulations that apply to a specific property within a form-based district are as follows:
1. Find the site in question on the appropriate regulating plan map (See Maps 5.04.1, 5.05.1, 5.06.1, 5.07.1, and 5.08.1, respectively).
 2. Identify the street type or types adjacent to the site in question. Streets will be classified Urban, Suburban, and Neighborhood.
 3. Identify the site type for the site in question. Sites will be classified Site Type A, B, C, or D.
 4. Consult the Use Groups and Building Forms Permitted tables for the District in which the site is located. (Tables 5.04.1, 5.05.1, 5.06.1, 5.07.1, and 5.08.1, respectively). The tables will identify if a use group or building form is permitted, permitted after special use approval, or not permitted for the site type and street type combination unique to the site in question.
 5. Follow the regulations for the chosen building form when designing the development application. Building form regulations are established in Section 5.03.
 6. Follow the design standards as listed in Section 5.03.F.
 7. Obtain site plan approval or special use approval for the chosen building form and use, as appropriate.

SECTION 5.02 APPLICABILITY AND ORGANIZATION

A. *Applicability.*

1. Any new use or expansion of existing use that requires site plan review shall comply with the requirements of this Article and other applicable requirements of this Ordinance.
2. The requirements of this Article shall not apply to:
 - a. Continuation of a permitted use within an existing structure.

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- b. Changes of use within existing **structures** that do not require increased parking.
 - c. Normal repair and maintenance of existing **structures** that do not increase its size or parking demand.
 - d. Continuation of a legal **non-conforming use, building, and/or structure**, in accordance with **Article 16**.
 - e. The expansion of a legal **non-conforming use, building, and/or structure**, in a manner that does not increase its level of nonconformity, in accordance with **Article 16**.
- B. **Regulating Plans.** Each Mixed Use area of the Township to which these standards apply shall be governed by a Regulating Plan that is specific to each area. The Regulating Plan, based on the context of street type and site type, determines building form and allowable use for each property within a form-based district.
- C. **Street Types.** Street types, as set forth in **Section 5.03.B**, recognize that street patterns within Pittsfield Township are established. **Streets** range from urban which carry a large volume of traffic to neighborhood streets which carry lower volumes of neighborhood traffic.
- D. **Site Types.** Site Types, as set forth in **Section 5.03.C**, are determined by **lot** size, lot configuration, location, and relationship to neighboring sites.
- E. **Building Form Standards.** Building form standards, set forth in **Section 5.03.D**, establish the parameters for building form, height, and placement, and are specifically applied to each **district** based upon the regulating plan.
- F. **Authorized Use Groups.** Authorized land uses are organized by use groups. Authorized use groups, as set forth in **Section 5.03.E**, are specifically applied to each **District** based upon the regulating plan.
- G. **Design Standards.** General design standards, set forth in **Section 5.03.F**, are established for each **district** and are supplementary to other requirements of the Ordinance. Generally, the design standards regulate parking, landscaping, and other site design requirements.
- H. **Modification of District Boundaries.** Any modification to the boundaries of any form-based district shall require rezoning, in accordance with the provisions of **Article 18, Amendments**.
- I. **Modification of Regulating Plan.** Specific building form, use group, and design standards applied within each Regulating Plan are based upon the designation of street type and site type. Any modification of street type or site type may be determined by the Planning Commission. The Planning Commission shall consider the following in making a determination to modify a site type or street type designation:
- 1. The applicant's property cannot be used for the purpose permitted in the form-based district.

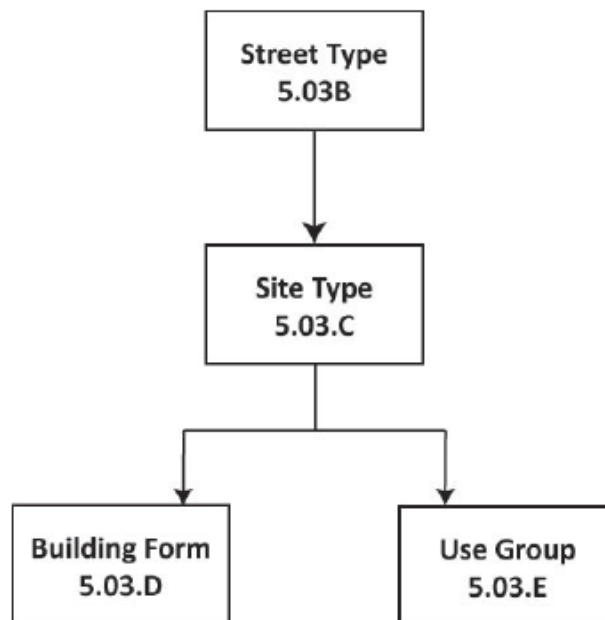
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2. Area has been added to or deleted from the subject property in question, requiring the modification.
3. The proposed modification and resulting development will not alter the essential character of the area.
4. The proposed modification meets the intent of the **district**.
5. Existing **streets** have been improved and/or new streets constructed that may result in the modification of a specific site type or street type.
6. Modification to the Regulation Plan is in conformance to the Master Plan.

SECTION 5.03 STANDARDS APPLICABLE TO ALL DISTRICTS

A. *Mixed Use Form-Based Code Hierarchy.*

1. Each **parcel** has a street type, site type, building form, and is assigned a use group.
2. Determining site specific standards for each **parcel** within a mixed use **district** is based on the following hierarchy:



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B. *Street Types.*

1. **Urban Street Type.** The Urban street type refers to urban corridors in the Township, which are characterized by high traffic volumes and have the widest spacing between building fronts of all roads within the mixed-use districts. They accommodate the majority of the regional traffic through Pittsfield Township, connect the Township with its adjacent communities, and serve as the primary framework for circulating throughout the Township. Many Urban street types have been identified in the 2010 Pittsfield Master Plan. Urban street types will integrate features designed to accommodate through traffic and local traffic, will focus on gateways, and will enhance corridors experience.

The intersections of these Urban street types present opportunities to cultivate highly visible, highly used areas that connect the various elements of the Township, and bridge the gap between the residential portions of Pittsfield with the major corridors, commercial areas, employment centers, and adjacent communities.

These roads will evolve over time to form “complete streets” which continue to accommodate regional traffic, but also cater to the emerging nodes at their intersections. Strong landscaping regimens, pedestrian and traffic-scale lighting, effective signage, wide non-motorized pathways, and a complementary relationship with transit opportunities will make each Urban street type a distinguished area within the region. Urban street types are intended to reflect the Urban cross-section as shown in the Master Plan.

2. **Suburban Street Type.** The Suburban street type is meant for the primary suburban arterial roads throughout the form-based district. They are characterized by a narrower building-to-building distance, safe and effective non-motorized pathways designed to encourage users to reach primary corridors by bike or on foot, effective signage and lighting, and few individual residential curb cuts.

The crosswalks spanning Suburban street types will make use of a series of features intended to protect pedestrians by establishing equity between pedestrians and motorists through effective design. Suburban street type will also be characterized by strong landscaping designed to mitigate the negative impacts of high traffic volumes from adjacent residential areas which provide a unique and memorable visual character for the roadway. Suburban street types are intended to reflect the Suburban cross-section as shown in the Master Plan.

The intersections between Urban and Suburban street types will be marquee places with enhanced community and corridor landmarks. The spaces will be defined by a stable and consistent building-to-building ratio complemented by landmark structures, superior landscaping and community signage with medians, and memorable architecture.

3. **Neighborhood Street Type.** The Neighborhood street type are those roads tying together smaller areas within Pittsfield. They have a more varied and localized character than Urban or Suburban street types, depending on their context within predominantly office, retail, or residential areas. They act as the backbone of smaller neighborhoods within the area and tie those areas to Urban or Suburban roads.

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Neighborhood street types will be very welcoming of non-motorized users and will have defined pedestrian rest areas and other amenities wherever possible. Their scale will be similar to that of a main road within a conventional subdivision or **industrial park**, and their width will be determined primarily on their purpose. Neighborhood street type within an industrial area may be required to be wider than one (1) in a residential area, although their purpose is similar. Neighborhood street types are intended to reflect the Neighborhood cross-section as shown in the Master Plan.

Neighborhood street types will have a much higher frequency of curb cuts than Urban or Suburban street types, and will often provide direct access to **retail** centers or office complexes. Sufficient width should be retained on either side of the roadway whenever possible to allow for a rigorous landscaping plan to ensure that the immediate uses served are adequately protected from the moderate traffic volumes anticipated on Neighborhood street types.

C. *Site Types.*

1. **Site Type A** (small sites/outlot additional lot sites). Made up mostly of **lots** in the two (2) acre and smaller range, the Site Type A category is reserved for the smallest, single-use sites developed for individually standing businesses. Site Type A size and character may vary based on the unique characteristic of each **District**. Small coffee shops or fast food restaurants would often be found in this category, as well as small multi-tenant office buildings or single-tenant office buildings.

Site Type A sites must be designed to better integrate with their surroundings to contribute to a more cohesive **District**, a more consistent **building line**, and more efficient access between sites. Good access for pedestrians and cross access for vehicles will help sites in this Category reduce trips entering and existing from corridors and arterials. Groups of Site Type A properties may make excellent candidates for coordinated combination of properties to create more cohesive mini-destinations.

2. **Site Type B** (classic **retail** sites/mixed use). The sites in Site Type B are mostly between two (2) and five (5) acres in area, and are located at the edges of larger, Site Type C and Site Type D sites. Site Type B size and character may vary based on the unique characteristic of each **District**. This category can includes single-use developments situated nearby one another.

The Site Type B category should be designed with integration in mind. Integration with one another, with Site Type A and C sites, and in support of much larger destination **retail** and office complex sites in Site Type D. This will allow for better interaction between users, which could lead to a more readily shared customer and tenant base and could help reduce Township traffic. In addition to size, Site Type B is differentiated from Site Type C by their frontage, primarily along Suburban street types.

3. **Site Type C** (medium sites). The sites in Site Type C are mostly between five (5) and ten (10) acres in area, and are located at the edges of larger, Site Type D sites. Site Type C size and character may vary based on the unique characteristic of each **District**. They are located on sites large enough to warrant additional consideration to landscaping and surface

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parking in that they can often accommodate large surface **lots**, which can compromise the cohesiveness of the area if not designed with connectivity in mind.

This category also includes larger, single-use developments situated nearby one another. **Hotels**, single office buildings, and other medium single building developments often fall into this category. They often house employment centers.

The Site Type C category should be designed with integration in mind. Integration with one another, with Site Type A and B sites, and in support of much larger destination **retail** and office complex sites in Site Type D. This will allow for better interaction between users, which could lead to a more readily shared customer and tenant base and could help reduce Township traffic.

4. **Site Type D** (large-scale regional sites). Site Type D properties are predominantly between ten (10) and twenty (20) acres in area, but they are more strongly related to one another through their nature and large campus-style properties with multiple large **buildings** designed to function as one (1) unit. Site Type D size and character may vary based on the unique characteristic of each **District**.

Walkability within and between sites and provision of supporting **buildings** and uses are important to the success of the very large, Site Type D developments. They should be designed with a mix of uses in mind to allow for users to obtain basic services on or immediately near the site. Especially within large office centers, where hundreds of workers may populate the site during the day, restaurants, postal facilities and other daily needs should be integrated within existing buildings or permitted to exist in smaller out-lot developments or nearby developments in Site Type A, or B, or C categories.

Parking for Type D sites should be accommodated in structured parking whenever possible to maximize the use of the site for the primary use and to allow the site to be developed more densely than it could with surface parking.

Site design should strongly focus on putting the densest components of the project within close range of the primary **right-of-way** to combat the vast open areas that frequently make such sites difficult or undesirable to cross on foot. A busy arrangement of campus uses along the right of way in outlot / additional lots will help keep pedestrians engaged and will make these larger sites fit better with surrounding smaller sites in the Site Type A, and B, or C categories.

D. **Building Form Standards.**

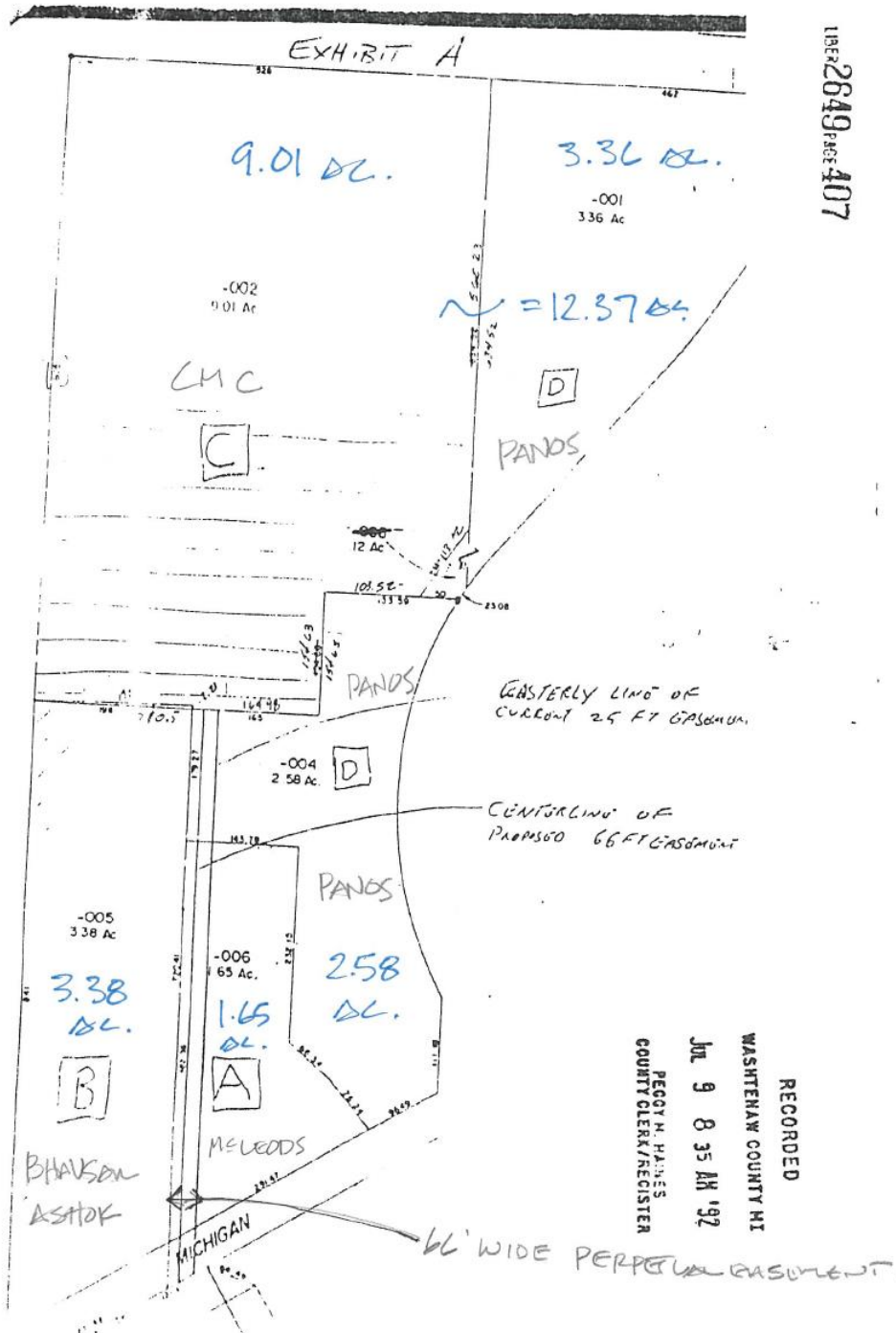
1. The mixed-use **districts** permit a series of building forms, dependent on the site context. The five (5) building forms, set forth in **Tables 5.03.D.1.a through e**, are established in this Section as follows:

EASEMENT AND AGREEMENT

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OFFICE | INDUSTRIAL | RETAIL | LAND | INVESTMENT | TENANT REPRESENTATION | CORPORATE SERVICES | CONSTRUCTION SERVICES | PROPERTY MANAGEMENT | AVIATION SERVICES

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SEE PAGE L-6-23-3

13

COST OF CONSTRUCTION:		COSTS OF REPAIR:	
A: 0% (P7.A.)		D: 15% (P11)	
B: 25%		B: 25%	
C: 60%		L: 50%	
D: 15%		D: 10%	

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EASEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made on the 6th day of July, 1992, by the persons and entities below referenced, being the owners of land located in the Township of Pittsfield, County of Washtenaw and State of Michigan, described on the attached Exhibit "A" as Parcels "A", "B", "C", and "D" hereby makes the following declarations.

The declarations contained herein are based upon the following factual recitals:

WHEREAS, David A. MacLeod and Karen MacLeod, husband and wife (hereinafter referred to as MACLEODS), whose address is 5808 West Michigan, Ypsilanti, Michigan 48197, are the titleholders of Parcel "A" as described and identified in the Exhibit "A" attached hereto; and

WHEREAS, Demos Panos and Helen Panos, husband and wife (hereinafter referred to as PANOS), whose address is 4493 Kuebler Ct., Ann Arbor, Michigan 48103 are the titleholders and vendors of a land contract interest of Parcel "B" as identified and described in the Exhibit "A" attached hereto; and

(B) TITLEHOLDERS

WHEREAS, Dinesh Bhavsar, a married man, and Hareesh Bhavsar, a married man, and Ashok Engineer, a married man, (hereinafter referred to as BHAVSAR/ASHOK), whose address is 829 E. Michigan Ave., Ypsilanti, Michigan 48197 are the land contract vendees of Parcel "B" as identified and described in the Exhibit "A" attached hereto; and

(B) L/C
VENDEE

WHEREAS, CMC Partnership, (hereinafter referred to as CMC) whose address is 5290 West Michigan, Ypsilanti, Michigan 48197 is

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a vendee of Parcel "C" as identified and described in the Exhibit "A" attached hereto; and

WHEREAS, Demos Panos, a married man, and Daniel Whitcomb, a married man, represent that they are the sole and only partners in the CME Partnership; and

WHEREAS, Demos Panos and Helen Panos, husband and wife, whose address is 4493 Kuebler Ct., Ann Arbor, Michigan 48103 are the titleholders of Parcel "D" as identified and described in the Exhibit " " attached hereto; and

WHEREAS, the above-named parties desire to enter into an agreement of joint use, maintenance, and construction of a 66 foot wide easement benefiting all of the above-named parcels of land as set out in the Exhibit "A" attached hereto.

DECLARATION

1. A sixty-six (66) foot wide perpetual easement is hereby established and described as follows:

Commencing at the center of Section 23, thence South 805 feet in the North and South quarter line for a point of beginning, thence east 210.50 feet to the northerly most point of the centerline of a sixty-six (66) foot wide easement, thence due south to the centerline of US-12, being a part of the west half of the southeast quarter (West 1/2 Southeast 1/4) of Section 23, Town 3 South, 6 East, Township of Pittsfield, Washtenaw County, Michigan.

2. The sixty-six foot wide easement shall be for the benefit of the parcels of land set out in Exhibit "A" for the purpose of ingress and egress to and from said parcels and Michigan Avenue-U.S. 12 and installation, use, and maintenance of public utilities by the current and future owners of said parcels

PURPOSE

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or parts thereof, their guests, invitees and customers.

3. The roadway within said easement shall be maintained in its present condition until such time as any parcel owner shall desire to create an asphalt surface at which time a portion of the easement shall be paved with asphalt to a width not less than required by the ordinances of the Township of Pittsfield and not to exceed a width allowable by the ordinances of the Township of Pittsfield, to a length not less than the length of the easement, and with proper curb cuts and drainage as may be required by the Township of Pittsfield or County of Washtenaw and shall be maintained in good condition.

① MAINTENANCE
BEFORE PAVING
② REQ. OF PAVING

4. No parcel owner nor their representative shall interfere with the use of the easement for ingress and egress to the named parcels. No parking shall be allowed within six (6) feet of the roadway portion of said easement and the parties agree to post signs declaring that no parking is allowed. The cost of purchasing and installing said signs shall be considered a "construction" cost. The parties agree that the Township of Pittsfield (or any city later formed in which said easement shall be located) shall be and is given the authority to enforce the no parking restriction on said easement.

5. The parcel owners shall work together to coordinate their construction, repair, and maintenance activities so as to make construction, repair, and maintenance of the common easement as economical as possible. Each shall provide the other with thirty (30) days advance written notice before undertaking any

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construction, repairs, or maintenance. Such notice shall include a description of the scope of the work, an itemized estimate of the cost, and a drawing of the proposed work. Thereafter, any parcel owner shall have ten (10) days within which to make inquiry regarding the proposed construction, repairs and/or maintenance and present an objection to all parcel owners. If an objection is presented which cannot otherwise be resolved, the parties shall immediately meet, discuss the proposal, propose modifications if any and vote on the proposed construction, repairs and/or maintenance. If no objection is mailed within ten days, then the owner or owners proposing the construction, repairs and/or maintenance may proceed in accordance with paragraph six below or paragraph nine below as the case may be.

6. The parcel owner or owners undertaking the construction of the asphalt roadway may contract for and shall initially pay all reasonable costs associated with such work. A cost shall be presumed reasonable if three bids are obtained and the cost contracted for is within 15% of the lowest bid.

7. Costs of construction of the asphalt roadway shall be governed pursuant to the same terms and conditions set out in paragraph 13 governing maintenance costs and additionally as follows :

A. Costs of "construction" shall be divided as follows:

Zero Percent (0%) to Parcel "A"
Twenty-Five Percent (25%) to Parcel "B"
Sixty Percent (60%) to Parcel "C"
Fifteen Percent (15%) to Parcel "D"

1. Upon completion of the asphalt roadway the parcel owner

COST
OF
CONSTR
% Alloc.

LINES 2649 PAGE 399

or owners paying for same shall present the other parcel owners with a statement representing the pro rata cost to each parcel owner. Parcel owners shall repay their pro rata share of the construction cost to the parcel owner incurring the cost within 90 days from the date that the statement of pro rata cost is furnished to the parcel owner owing same; provided, however, that the parties referred to as BHAVSAR/ASHOK shall not be obligated for the payment for their share of the payment until December of 1993 in the event the work is done earlier than that date.

10. Notwithstanding the above, if any parcel owner shall fail to pay the statement rendered by the other to him, or to his successors or assigns, within ten (10) days after receipt thereof, the amount of such statement shall automatically become a continuing lien upon the property of the obligor billed, which lien shall be superior to all claims to such parcel except real property taxes and a first mortgage of record and said obligation shall additionally be due on sale of the parcel. After 90 days, the parcel owner incurring the cost may proceed as permitted in paragraph 13.

11. Only a parcel owner who has a responsibility for a portion of the cost of construction as set out in paragraph 7(A) shall have the right to make the initial installation of the asphalt surface and seek reimbursement for installation costs from the other parcel owners.

12. When repairs appear to be necessary, any parcel owner may undertake such repairs anywhere along said easement subject

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to the requirement of paragraph 5 above. Said parcel owners hereby grant to one another reasonable rights of passage over their respective parcels for the purpose of conducting maintenance and repair of said common easement.

10. Snow removal shall be considered necessary maintenance and an independent company shall be hired to keep said easement clear of snow or the parties agree to and authorize County or Township snow removal if and when it is available.

11. The parcel owner undertaking the maintenance or repair shall contract for and initially pay all reasonable costs associated with such work. A cost shall be presumed reasonable if three bids are obtained and the cost contracted for is within 15% of the lowest bid. However, all parcel owners shall share in such costs, regardless of who incurs them (in the following proportion: parcel A - 15%; parcel B - 25%; parcel C - 50% and parcel D 10%); provided, that all such property owners shall have improved their property and be utilizing the use of the road. No parcel owner whose property remains unimproved shall be responsible for such costs until such time as his property is improved and he begins the enjoyment of the use of the road. The property owner incurring such expenses shall bill the other for his share of such costs. The other parcel owners shall promptly pay the statement rendered.

12. Provided he is current in his obligations to the others, any parcel owner shall be released from all personal liability for costs associated with the repair and maintenance of

1/4 COSTS
MAINT/
REPAIR

REIMB.
OF
COSTS.

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the common easement immediately upon the sale or other conveyance of his complete fee interest in the parcel owned by him that is benefited by the common easement.

13. If any parcel owner shall fail to pay any statement rendered by the other to him, or to his successors or assigns, within ten (10) days after receipt thereof, the amount of such statement, together with interest thereon at the maximum legal rate, plus attorney fees necessary for collection, shall automatically become a continuing lien upon the property of the obligor delinquent, which lien shall be superior to all claims to such parcel, except real property taxes and a first mortgage of record, as well as an enforceable personal obligation of said parcel owner. The parcel owner incurring an expense which remains unpaid may, upon failure of any other parcel owner to pay his share, record notice of his claim of lien against the other parcel and thereafter pursue a judicial action to foreclose said lien, subject only to real property taxes and a first mortgage of record, in any manner now or in the future permitted by law with respect to mortgage liens. Proceeds received at such sale shall be distributed first to pay the lien being foreclosed upon, plus costs and expenses, interest, and attorney fees, and any surplus shall be distributed in accordance with the priorities established by Michigan law. The unpaid parcel owner may, in addition to, or instead of foreclosure, obtain a personal judgment against the other delinquent parcel owner.

14. Installation of public utilities shall be at the cost

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of the parcel owner installing the same. The cost of any enlargement of a public utility which has been previously installed, shall be borne by the parcel owner who installs said enlargement. Any parcel owner, for these purposes defined as a land contract vendee or if no land contract, then fee title holder, of parcel A, B, C or D, or a part thereof, who desires to connect to any utility which has been installed, shall, prior to connection to said utility, pay one-quarter of the sum as herein defined for his proportionate share of the installation of the original improvement. Such sum shall be paid to the parcel owner who had previously incurred that cost. Notwithstanding the previous sentence, if said one-quarter cost has been previously paid to the parcel owner who installed the utility by an owner of part of a parcel, then other parts of that parcel shall have the right to connect to the utility without cost. <For purposes of the sum to be paid, such sum shall be determined by dividing the total cost of the original improvement by the number of feet from Michigan Avenue, its commencement, to Parcel C, the termination point of the road, in order to determine the cost of such improvement per running foot. > That result shall then be multiplied by the number of feet from Michigan Avenue to the point at which the property owner connects to said improvement in order to utilize it. > Cost of installation shall be deemed to include all permit fees, tap fees, benefit charges, trunk and transmission charges and other related costs and fees of construction.

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15. All rights to use of the easement thereunder granted shall not be further assignable by any parcel owner except as an appurtenance to and in conjunction with the sale of his parcel or any part thereof.

16. The common easement responsibilities set forth in this instrument shall be perpetual, shall run with the land and shall be binding upon the parties hereto and their respective legal representatives, successors and assigns. The provisions of this instrument may be amended, but only with the consent of the owners of all of said parcels described on the Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the undersigned have executed this Maintenance Agreement on the day and year first appearing above.

WITNESSES:

x Diana Belcher
Diana Belcher

Robert C. White
Robert C. White

x Diana Belcher
Diana Belcher

Robert C. White
Robert C. White

Frederic J. Farris
Frederic J. Farris

David A. MacLeod
David A. MacLeod
Title Holder of Parcel "A"

Karen MacLeod
Karen MacLeod
Title Holder of Parcel "A"

Demos Panos
Demos Panos
Title Holder of Parcel "B"

Helen Panos
Helen Panos
Title Holder of Parcel "B"

Dinesh Bhavsar
Dinesh Bhavsar
Land Contract Vendee of Parcel "B"

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Jane J. Favos
Jane J. Favos

Tam M. Lavin
Tam M. Lavin

Dana Belcher
Dana Belcher

Rebecca S. Szegda
Rebecca S. Szegda

Dana Belcher
Dana Belcher

Rebecca S. Szegda
Rebecca S. Szegda

Rebecca S. Szegda
Rebecca S. Szegda

Robert White
Robert White

Hareesh Komarpal Bhavsar
Hareesh Bhavsar Also Known as Hareesh Komarpal Bhavsar
Land Contract Vendee of Parcel "B"

Ashok A. Engineer
Ashok Engineer also known as Ashok A. Engineer
Land Contract Vendee of Parcel "B"

Demos Panos
Demos Panos
Title Holder of Parcel "C"

CMC PARTNERSHIP

BY: Demos Panos
Demos Panos, Partner/Land
Contract Vendee of Parcel "C"

BY: Daniel Whitcomb
Daniel Whitcomb, Partner/Land
Contract Vendee of Parcel "C"

Demos Panos
Demos Panos
Title Holder of Parcel "D"

Helen Panos
Helen Panos
Title Holder of Parcel "D"

Daniel Whitcomb
Daniel Whitcomb, Individually
a married man

STATE OF MICHIGAN)
155.
COUNTY OF WASHTENAW)

On this 6th day of July, 1992, before me,
a Notary Public in and for the said county, personally appeared
DAVID A. MACLEOD and KAREN MACLEOD, to me known to be the persons
described in and who executed the foregoing instrument and
acknowledged the execution thereof to be their free act and deed.

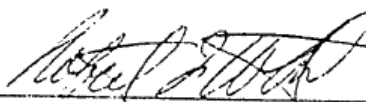
Robert C. White
Notary Public, Washtenaw County, MI
Robert C. White

10 My Commission Expires 3/13/96

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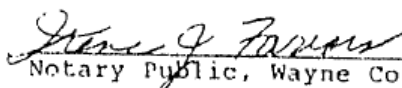
STATE OF MICHIGAN)
) ss.
 COUNTY OF WASHTENAW)

On this 29th day of June, 1992, before me,
 a Notary Public in and for the said county, personally appeared
 DEMOS PANOS and HELEN PANOS, to me known to be the persons
 described in and who executed the foregoing instrument and
 acknowledged the execution thereof to be their free act and deed.


 Notary Public, Washtenaw County, MI
 Robert L. White
 My Commission Expires March 13, 1996

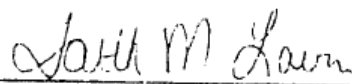
STATE OF MICHIGAN)
) ss.
 COUNTY OF WAYNE)

On this 7th day of May, 1992, before me,
 a Notary Public in and for the said county, personally appeared
 DINESH BHAVSAR and HARESH BHAVSAR, to me known to be the persons
 described in and who executed the foregoing instrument and
 acknowledged the execution thereof to be their free act and deed.


 Notary Public, Wayne County, MI
 JAMES J. FAVORS
 Notary Public, Wayne County, Michigan
 My Commission Expires January 28, 1994
 January 26, 1994

STATE OF TENNESSEE)
) ss.
 COUNTY OF Rhea)

On this 23rd day of April, 1992, before me,
 a Notary Public in and for the said county, personally appeared
 ASHOK ENGINEER, to me known to be the person described in and who
 executed the foregoing instrument and acknowledged the execution
 thereof to be his free act and deed.


 Notary Public, Rhea County, TN

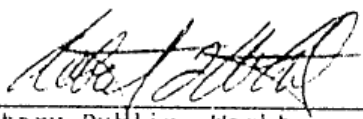
11 My Expiration date is: 5/17/92

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STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

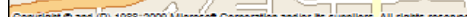
On this 6th day of July, 1992, before me,
a Notary Public in and for the said county, personally appeared
DEMOS PANOS and DANIEL WHITCOMB, *General Partners of CMC
Partnership, to me known to be the persons described in and who
executed the foregoing instrument and acknowledged the execution
thereof to be their free act and deed on behalf of CMC
Partnership.

*Individual and

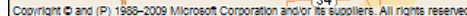


Notary Public, Washtenaw County, MI
Robert L. White
My Commission Expires: 3/13/96

Drafted By:
Andrew Komblentz
403 Ypsilanti Savings Bank
Ypsilanti, MI 48197
482-7101



Local Map



Regional Map

Ypsilanti, MI 48197

1 mi radius 2 mi radius 3 mi radius

Population

2021 Estimated Population	4,612	13,677	36,113
2026 Projected Population	4,603	13,906	35,900
2010 Census Population	4,010	11,519	32,603
2000 Census Population	2,956	9,018	29,598
Projected Annual Growth 2021 to 2026	-	0.3%	-0.1%
Historical Annual Growth 2000 to 2021	2.7%	2.5%	1.0%

Households

2021 Estimated Households	1,820	5,322	14,505
2026 Projected Households	1,906	5,659	15,066
2010 Census Households	1,598	4,529	13,287
2000 Census Households	1,112	3,533	11,590
Projected Annual Growth 2021 to 2026	0.9%	1.3%	0.8%
Historical Annual Growth 2000 to 2021	3.0%	2.4%	1.2%

Age

2021 Est. Population Under 10 Years	12.0%	11.7%	11.2%
2021 Est. Population 10 to 19 Years	11.7%	12.1%	11.4%
2021 Est. Population 20 to 29 Years	16.7%	18.6%	18.5%
2021 Est. Population 30 to 44 Years	23.4%	22.1%	21.5%
2021 Est. Population 45 to 59 Years	18.9%	18.6%	18.1%
2021 Est. Population 60 to 74 Years	13.3%	13.0%	14.0%
2021 Est. Population 75 Years or Over	4.2%	4.0%	5.2%
2021 Est. Median Age	35.0	34.8	35.4

Marital Status & Gender

2021 Est. Male Population	49.3%	49.5%	48.7%
2021 Est. Female Population	50.7%	50.5%	51.3%
2021 Est. Never Married	34.7%	36.5%	38.9%
2021 Est. Now Married	44.4%	48.4%	44.1%
2021 Est. Separated or Divorced	16.9%	12.1%	13.7%
2021 Est. Widowed	3.9%	3.0%	3.3%

Income

2021 Est. HH Income \$200,000 or More	13.2%	13.2%	9.9%
2021 Est. HH Income \$150,000 to \$199,999	8.9%	8.4%	6.2%
2021 Est. HH Income \$100,000 to \$149,999	18.8%	19.3%	17.2%
2021 Est. HH Income \$75,000 to \$99,999	16.5%	17.1%	13.7%
2021 Est. HH Income \$50,000 to \$74,999	17.8%	18.4%	19.6%
2021 Est. HH Income \$35,000 to \$49,999	9.9%	11.6%	11.7%
2021 Est. HH Income \$25,000 to \$34,999	3.9%	4.4%	6.3%
2021 Est. HH Income \$15,000 to \$24,999	4.3%	3.2%	6.0%
2021 Est. HH Income Under \$15,000	6.6%	4.4%	9.4%
2021 Est. Average Household Income	\$107,546	\$107,914	\$92,449
2021 Est. Median Household Income	\$87,701	\$91,261	\$77,926
2021 Est. Per Capita Income	\$42,575	\$42,092	\$37,199
2021 Est. Total Businesses	119	366	1,321
2021 Est. Total Employees	1,276	3,254	18,859



Ypsilanti, MI 48197

1 mi radius 2 mi radius 3 mi radius

Race

2021 Est. White	70.9%	67.5%	62.2%
2021 Est. Black	7.8%	13.1%	16.5%
2021 Est. Asian or Pacific Islander	9.0%	11.4%	12.7%
2021 Est. American Indian or Alaska Native	0.6%	0.4%	0.5%
2021 Est. Other Races	11.7%	7.7%	8.2%

Hispanic

2021 Est. Hispanic Population	692	1,218	3,016
2021 Est. Hispanic Population	15.0%	8.9%	8.4%
2026 Proj. Hispanic Population	15.0%	9.1%	8.5%
2010 Hispanic Population	13.6%	7.3%	6.8%

Education (Adults 25 & Older)

2021 Est. Adult Population (25 Years or Over)	3,226	9,277	25,006
2021 Est. Elementary (Grade Level 0 to 8)	2.3%	1.8%	2.3%
2021 Est. Some High School (Grade Level 9 to 11)	5.6%	3.5%	3.7%
2021 Est. High School Graduate	12.8%	11.7%	14.1%
2021 Est. Some College	17.5%	16.9%	18.2%
2021 Est. Associate Degree Only	10.3%	8.7%	8.5%
2021 Est. Bachelor Degree Only	28.2%	30.8%	27.9%
2021 Est. Graduate Degree	23.3%	26.6%	25.4%

Housing

2021 Est. Total Housing Units	1,889	5,506	14,995
2021 Est. Owner-Occupied	75.9%	65.0%	55.2%
2021 Est. Renter-Occupied	20.5%	31.7%	41.5%
2021 Est. Vacant Housing	3.6%	3.3%	3.3%

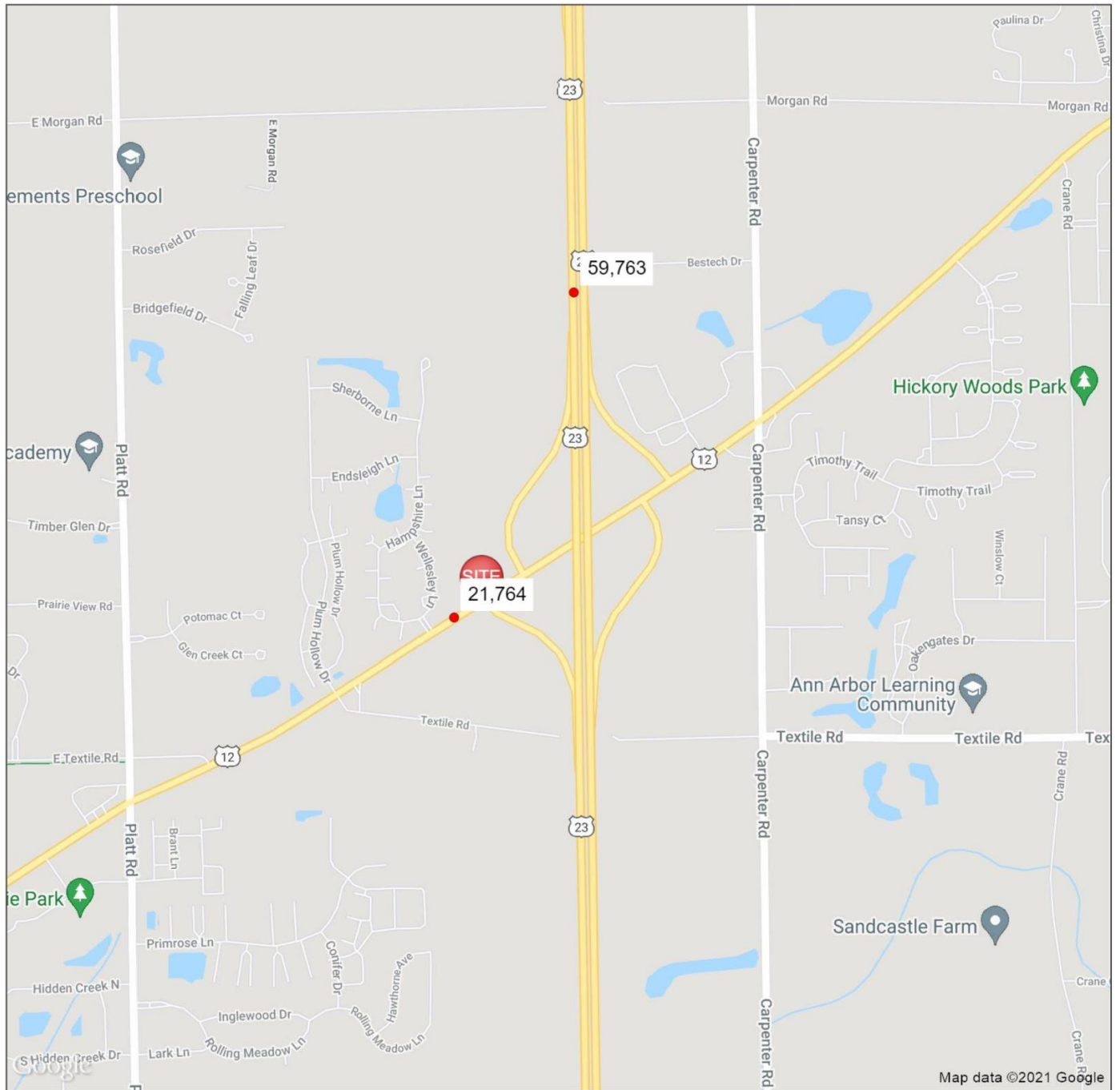
Homes Built by Year

2021 Homes Built 2010 or later	8.0%	8.6%	5.7%
2021 Homes Built 2000 to 2009	24.7%	19.6%	14.3%
2021 Homes Built 1990 to 1999	18.5%	25.2%	17.7%
2021 Homes Built 1980 to 1989	20.6%	15.4%	13.2%
2021 Homes Built 1970 to 1979	13.9%	16.5%	21.9%
2021 Homes Built 1960 to 1969	6.1%	5.7%	13.2%
2021 Homes Built 1950 to 1959	1.4%	2.0%	4.0%
2021 Homes Built Before 1949	3.2%	3.7%	6.8%

Home Values

2021 Home Value \$1,000,000 or More	0.5%	0.5%	0.4%
2021 Home Value \$500,000 to \$999,999	7.0%	6.6%	7.4%
2021 Home Value \$400,000 to \$499,999	6.4%	7.8%	8.0%
2021 Home Value \$300,000 to \$399,999	15.0%	21.1%	19.1%
2021 Home Value \$200,000 to \$299,999	31.4%	39.1%	36.6%
2021 Home Value \$150,000 to \$199,999	14.2%	10.9%	12.3%
2021 Home Value \$100,000 to \$149,999	2.5%	2.9%	5.7%
2021 Home Value \$50,000 to \$99,999	2.3%	1.5%	3.8%
2021 Home Value \$25,000 to \$49,999	2.7%	1.5%	1.1%
2021 Home Value Under \$25,000	18.0%	7.9%	5.7%
2021 Median Home Value	\$197,768	\$219,855	\$230,172
2021 Median Rent	\$1,130	\$1,091	\$976







COMMERCIAL



MIXED USE I

MIXED USE II