



Washtenaw County Brownfield Redevelopment Authority

IN-PERSON MEETING AGENDA

Thursday, August 11th 2022 9:00 a.m.

200 N. Main, Ann Arbor, Lower Level Conference Room

Masks are now required according to current Washtenaw County Policy.

Zoom Link to Webinar for Public to Join the Meeting:

<https://washtenawcounty.zoom.us/j/88190242596?pwd=L2pwNy9PT3d1TkY2OU1Ga0MvVXFWdz09>
Passcode: 733219

Join Webinar by Telephone:

US: +1 470 381 2552 or +1 267 831 0333 or +1 301 715 8592 or +1 312 626 6799 or +1 470 250 9358 or +1 206 337 9723 or +1 213 338 8477

1. Call to Order
2. Public Comment*
3. Approval of Agenda
4. Approval of Minutes
 - a. July 14th, 2022 Meeting
5. Board Member Conflict of Interest Disclosure
6. Business
 1. 4025 Packard Brownfield Plan – Action
 2. 3874 Research Park Drive, Sartorius, Act 381 Work Plan and Reimbursement Agreement – Action
 3. 206-210 N. Washington, Avalon Housing, Approved LBRF Eligible Activities – Action
 4. 220 N. Park Act 381 Work Plan – Action
 5. July 2022 Financial Report – Information Only
7. Other Business
8. Public Comment*
9. Adjournment

*All public comment will be limited to three (3) minutes per person

Washtenaw County
Brownfield Redevelopment Authority (WCBRA)
Meeting held in-person at 200 N. Main, downtown Ann Arbor
Lower Level Large Conference Room

DRAFT MEETING MINUTES
Thursday, July 14, 2022, 9:00 a.m.

Board Present: Trevor Woollatt – Chair, Allison Krueger – Vice Chair, Sam Baushke, Colleen O'Toole, Joe Meyers - Secretary, Christy Maier,

Board Absent: James Harless, Sue Shink

Staff: Nathan Voght – OCED

Joining the Meeting: Jill Ferrari and Shannon Morgan – Renovare 220 N. Park, Tom Fitzsimmons and Greg Copp – 330 N. Fifth/312/314 Detroit Street

Handouts: LBRF Projections spreadsheet (previously emailed to the Board)

1. Call to Order

Chair Woollatt called the meeting to order at 9:07 a.m.

2. Public Comment

There was no public comment.

3. Approval of Agenda

J. Meyer moved to approve the agenda, (2nd S. Baushke), and the motion passed unanimously.

4. Approval of June 9th, 2022 Meeting Minutes

J. Meyers moved to approve the June 9th meeting minutes, with the revision noting "Vice Chair Krueger" called the meeting to order, (C. O'Toole), and the motion passed unanimously.

5. Board Member Conflict of Interest Disclosure

None disclosed.

6. Business

1. 220 N. Park, Renovare, Brownfield Plan – Action

Staff re-introduced the project. The developers previously came to informally present the project. Jill Ferrari, one of the developers from Renovare, discussed the financing for the project, including a \$1M loan from the Ann Arbor Area Community Foundation, and construction financing from Michigan Community Capital.

T. Woollatt asked Ms. Ferrari how much they are having to borrow out of the \$13M project cost, to which she replied everything except the Interest that may accrue, and the potential County ARPA contribution of \$3.6M.

Staff discussed with the Board the substantial public subsidy and support this project requires, including the City giving the property to the developers, the County ARPA funding, and TIF

funding, etc. Given the affordable housing community benefit, he suggested a waiver of the \$5K Brownfield Plan application fee be considered.

T. Woollatt expressed support for waiving the fee, and C. O'Toole did as well.

C. O'Toole moved to approve the Brownfield Plan for 220 N. Park, in the City of Ypsilanti, including a waiver of the County Brownfield Authority \$5,000 Brownfield Plan application fee (2nd J. Meyers), and the motion passed unanimously.

2. 220 N. Park, Renovare, LBRF Loan Application – Action

N. Voght referred to the LBRF Application in the packet, and stated the developers are seeking a \$1M LBRF Loan to support the 220 N. Park Project. He reminded the Board of the current unobligated LBRF fund balance of about \$2.7 M. Mr. Voght stated that he has reviewed the project, and the community benefits included, as a whole. He's considered the City of Ypsilanti's support for the project, and substantial Community Benefits Ordinance process that resulted in requirements for owner-occupancy and marketing to existing City renters, for example. Finally, the potential for County ARPA funding support, this project is a public/private project, and one that might be considered eligible for a partial LBRF Grant. He's recommending that the Board consider a 50% Loan, and 50% Grant.

J. Meyers stated that he is supportive of a Loan/Grant.

J. Ferrari stated that the County ARPA funding may trigger a Davis/Bacon prevailing wage requirement for the project, so she wondered if the Grant could be designated "up front?" Staff responded that there will be two separate Agreements and that the grant funds are independent of the Loan.

, stated this was tabled last month, for more information from PM Environmental. Mark Smith, the developer, was present and explained the scope.

J. Meyers moved to approve a \$500,000 LBRF Loan for 220 N. Park, with loan terms to be negotiated by the developers with staff (2nd C. Maier), and the motion passed unanimously.

C. O'Toole moved to approve a \$500,000 LBRF Grant to 220 N. Park (2nd J. Meyers), and the motion passed unanimously.

3. 330 N. Fifth/312-314 Detroit Street Brownfield Plan – Action

Staff provided background on the project, with 14 condos and some retail/office space, and underground/surface parking, located in Kerrytown, Downtown Ann Arbor.

T. Woollatt asked the developers, Greg Copp and Tom Fitzsimmons, both in attendance, if they were aware of the large underground storage tank on the property.

The Board discussed the project further, and J. Meyers moved to approve the Brownfield Plan (2nd C. O'Toole), and the motion passed unanimously.

4. 3874 Research Park Drive, Sartorius, Act 381 Work Plan and Reimbursement Agreement – Action

Staff referred to the Work Plan in the packet, which has been reviewed and aligns well with the approved Brownfield Plan. The Reimbursement Agreement is in review by the developer's attorney, and we are awaiting potential revisions to our template. Staff recommends the Reimbursement Agreement be postponed to the August meeting.

C. Maier moved to approve the Act 381 Work Plan for 3874 Research Park Drive (2nd J. Meyers), and the motion passed unanimously.

The Board agreed to postpone the Reimbursement Agreement to the August meeting.

5. June Financial Report – Information Only

Staff referred to the Report, which is for information only.

7. Other Business

J. Meyers informed the Board that Senator Jeff Irwin announced a \$4M clean up grant for Water Street, and Senator Debbie Dingell has announced an additional \$4M in clean up for the site. He believes with this funding, the majority, if not all, of the environmental remediation will be completed.

The Board discussed the PCBs on the site, and TOSCA requirements.

8. Public Comment:

None.

9. Adjournment:

The meeting was moved by J. Meyers to adjourn at 9:57 a.m. (2nd C. O'Toole), and the motion passed unanimously.

These minutes were approved by the Washtenaw County Brownfield Redevelopment Authority at the _____, 2022 meeting, held at 200 N. Main, lower level large conference room, downtown Ann Arbor.



Washtenaw County Brownfield Redevelopment Authority

Agenda Summary Memo REGULAR IN-PERSON MEETING

9:00 a.m. Thursday, August 11th, 2022

200 N. Main, Lower Level Conference Room, Ann Arbor

TO: Washtenaw County Brownfield Authority

FROM: Nathan Voght, Washtenaw County Brownfield Coordinator

DATE: August 5, 2022

This regular board meeting will be held in-person, at 200 N. Main, lower level Conference Room, downtown Ann Arbor. Masks are now required, according to current Washtenaw County policy. Any public wishing to participate can attend the meeting in-person, or use the provided Zoom Webinar link on the meeting agenda.

Business Items:

1. 4025 Packard Road Brownfield Plan – Action

Please see the proposed Brownfield Plan for 4025 Packard Road, and Brownfield Plan application in the packet. The one-acre site is at the northwest corner of Packard and Carpenter Roads, in Pittsfield Charter Township. This would be the first Brownfield Plan within this community. [Here is a link to a 2010 Phase I and BEA establishing the Facility status.](#)

The site is a former gas station, developed around 1970 with two auto repair bays. The building and bays were demolished and a new small retail building was rebuilt in 1981. All above-ground features, including building and pump islands and canopies were demolished in 2021. The property is an open LUST site, first documented in 1993. There is a viable Liable Party, who is not the current owner/developer. None of the proposed Eligible Activities included in the Brownfield Plan are responsibilities of the Liable Party. The 1974 Site Plan is included in the packet, for reference on UST locations, etc.

A 7,000 s.f. multi-tenant commercial building is proposed and has been given Site Plan approval by the Township. Staff presented a Brownfield Program overview to the Township Board of Trustees on June 8th, and the proposed Plan for this project was discussed. The developer was invited to formally submit for Board of Trustees' consideration at the August 10th meeting.

A total of \$412,413 in developer-reimbursable Eligible Activities is proposed, and an additional \$107,442 in Admin fees and/or LBRF capture (structured as 10% annual and Lump Sum at the end, per current policy). The State Brownfield Fund (3 mills of SET) is projected to capture \$27,753. Eligible Activities generally include \$282,500 in Contaminated Soil Transport and Disposal and Oversight, \$54,000 in Demolition of remaining site features (curbs, paving, abandoned utilities), \$25,000 in Brownfield and Work Plan Preparation and 15% Contingency for \$50,000.

Total TIF reimbursement period is projected at 23 years. However, it's possible the timing of construction, and need to deliver on commitments to tenants, will not allow time for submittal of a Work

Plan. Therefore, the Brownfield Plan Section D, 2nd paragraph, states that in the event EGLE does not participate in costs, or if the developer does not pursue EGLE approval via a Work Plan, the Plan becomes “Local Only” and all costs will be paid at a rate of 53.31%, the current proportion of State to Local tax millages. This has been discussed extensively with the Township Board and Finance, and they are not opposed to this approach. The [Township Board approval Resolution](#) specifically accounts for this contingency, and caps the Plan at 25 years (assuming EGLE participation) and 15 years (assuming a “local only” Plan).

Table 1: Eligible Activities Cost Estimates			
Item/Activity	Total Request	Local Only Activities	EGLE Act 381 Activities (State and Local)
Department Specific Activities			
Contaminated Soil Transport and Disposal	\$ 200,681	\$ -	\$ 200,681
Supplemental Site Investigation	\$ 9,400	\$ -	\$ 9,400
Oversight, Sampling and Reporting by Environmental Professional	\$ 72,500	\$ -	\$ 72,500
Department Specific Activities Sub-Total	\$ 282,581	\$ -	\$ 282,581
Demolition			
Fill/Compaction/Rough Grading to Balance Site where Bldg. was Located	\$ 4,000	\$ 4,000	\$ -
Removal of Abandoned Utilities	\$ 3,000	\$ 3,000	\$ -
Removal of Parking Lots	\$ 30,000	\$ 30,000	\$ -
Removal of Curbs, Gutters, Sidewalks	\$ 2,300	\$ 2,300	\$ -
Fill, Compaction & Rough Grading to Balance Site Where Improvements Were Located	\$ 15,000	\$ 15,000	\$ -
Demolition Sub-Total	\$ 54,300	\$ 54,300	\$ -
Brownfield Plan and Act 381 Workplan			
Brownfield Plan and Act 381 Workplan Preparation	\$ 20,000	\$ -	\$ 20,000
Brownfield Plan and Act 381 Workplan Implementation	\$ 5,000	\$ -	\$ 5,000
Brownfield Plan and Act 381 Workplan Sub-Total	\$ 25,000	\$ -	\$ 25,000
Eligible Activities Sub-Total	\$ 361,881	\$ 54,300	\$ 307,581
15% Contingency*	\$ 50,532	\$ 8,145	\$ 42,387
Developer Eligible Reimbursement Total	\$ 412,413	\$ 62,445	\$ 349,968
Administrative Fee and/or LBRF Capture	\$ 107,442	\$ -	\$ -
State Brownfield Fund	\$ 27,753	\$ -	\$ -
Total	\$ 547,609	\$ 62,445	\$ 349,968

*15% Contingency excludes preparation of Brownfield Plan/381 Work Plan and Pre-Approved Activities

Staff recommends approval of the Brownfield Plan dated March 30, 2022 as submitted, with the condition that the Plan is capped at 25 years, or 15 years for a Local Only Plan, consistent with the Township approval.

2. 3874 Research Park Drive, Sartorius, Act 381 Work Plan and Reimbursement Agreement – Action

The Board approved the Work Plan at the July meeting, however additional formatting and revisions were necessary. The five involved parcels were combined and needed to be listed that way, and the cost table needed to be included in the body of the Work Plan, and not as an attachment, per MEDC guidance.

[Here is the updated Work Plan.](#)

Please see enclosed the proposed Reimbursement Agreement for the Sartorius Project, with revisions requested by the developer’s attorney shown, and a clean version provided. There were several revisions

rejected by staff and County Corporation Counsel. The remaining revisions shown are acceptable to staff and County Corporation Counsel, Michelle Billard.

Staff recommends approval of the updated Work Plan, and Reimbursement Agreement as revised.

3. 206-210 N. Washington, Avalon Housing, Approved LBRF Eligible Activities – Action

The Board awarded a \$30,156 LBRF Grant to Avalon Housing in July and August 2021 to complete due diligence activities on this existing, vacant structure, owned by the City of Ypsilanti. \$16,651 was approved for reimbursement at the end of 2021, and now an additional \$5,897 has been requested for the building safety work by Phoenix Contractors. This work was necessary in order to allow the building to be safe and accessible to conduct the investigations and assessments. Avalon has provided proof of payment of this last invoice.

This will be the final draw on the grant, leaving approximately \$7,600 unspent. Avalon asked if these funds could be rolled over to be used during construction, and staff advised a new application for LBRF would be needed to assist with Eligible Activities as part of the rehabilitation and construction of the site into housing.

Staff recommends approval of the additional and final LBRF Reimbursement draw of \$5,897.

4. 220 N. Park Act 381 Work Plan – Action

The Board approved the [Brownfield Plan](#) at the July meeting as well as a \$500,000 LBRF Loan and \$500,000 LBRF Grant. At their August 3rd meeting, the County Board of Commissioners set a public hearing for the Brownfield Plan for September 7th.

The developers have submitted a draft Act 381 Work Plan. Please follow this link to the proposed Act 381 Work Plan: https://drive.google.com/file/d/1jbPrpq4spXSkR_6xenH6BOLmNCqQcJ6j/view?usp=sharing

The County Board of Commissioners approved \$3.6M in ARPA (Covid) Funding for the project on August 3rd under the goal of “housing access” in 48198. This funding will directly support construction of the 23 affordable units.

The Work Plan was reviewed by Staff, but not sent to the Sub-Committee that reviewed the Brownfield Plan due to timing. The Reimbursement Agreement is being drafted, and will go to the Board in September.

5. July 2022 Financial Report – Information Only

Staff updates:

1. The Main Street Park Alliance have a signed Purchase Agreement with the owner of the Federal Screw site, and has scheduled Hydro-Logic to begin the Phase II investigation next week. Staff met with the new

Chelsea City Manager, Roy Atkinson, to update him on the history of the site and the Authority's involvement and assistance. Results will be shared with the Board when complete.

2. EGLE has begun excavation of the source material at the Armen Cleaners former dry cleaning site in Ann Arbor. Here's the schedule from EGLE:
 - a. 7/25/2022 – Remobilization and shoring start
 - b. 8/8/2022 – Soil remediation
 - c. 8/11/2022 – UST Removal
 - d. 10/25/2022 – Restoration
 - e. 10/28/2022 – Demobilization

The site will be delivered back to the owners when EGLE has completed their work and restored the site.

3. The Summer 2022 Tax Capture Distribution for all Ann Arbor projects will be coming this month from the City of Ann Arbor.
4. Packard Square (The George) – The project in the City of Ann Arbor included approximately 230 apartments, and 20,000 s.f. of commercial space. The project was complete 3 years ago, and all apartments are leased, but commercial space is still vacant. The County was granted a \$1M CMI grant in 2012 to support demolition, remediation of impacted soils, and a Vapor Mitigation System. The project was supported by a \$3.8M Brownfield Plan, with an additional \$1.2M in LBRF was captured from the project. Due to very high Taxable Value, the project Brownfield Plan was fully reimbursed in 2020, SEVEN years early.

The project had multiple delays: a mortgage foreclosure on the original developer, which resulted in the Venture Capital Group that lent \$51M for the construction assuming ownership of the property, and having to appoint a receiver, McKinley Companies, to complete the construction. The project has now just sold in June to another owner.

The County has coordinated with EGLE grant representatives, and the County's consultant, AKT Peerless on the [Final Close Out Report](#), which was submitted several weeks ago to EGLE. The [Final Quarterly Report and Reimbursement Request](#) was submitted at the end of July, and the County is awaiting final reimbursement of the 10% Retainer held by EGLE, which will be \$81,120. The County expended \$981,120 of the \$1M grant. To say this project has been an odyssey is an understatement!

**WASHTENAW COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY**

**BROWNFIELD PLAN
4025 PACKARD REDEVELOPMENT**

**LOCATED AT 4025 PACKARD ROAD,
PITTSFIELD CHARTER TOWNSHIP, MICHIGAN**

March 30, 2022

Approved by Pittsfield Charter Township:

Approved by WCBRA:

Approved by Washtenaw County BOC:

Submitted to:

Washtenaw County Brownfield Authority

415 W. Michigan Avenue, Suite 2200

Ypsilanti, MI 48197

Contact Person: Mr. Nathan Voght

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Appendix A	Legal Description
Appendix B	Property Location Boundary
Appendix C	Preliminary Site Plans and Renderings
Appendix D	Documentation of Eligibility

TABLES

Table 1: Estimated Costs of Eligible Activities
Table 2: Tax Increment Revenue Capture Estimates
Table 3: Tax Increment Reimbursement Estimates

PROJECT SUMMARY

Project Name:	4025 Packard Redevelopment
Project Location:	The property is located at 4025 Packard Road, Township three south (T.3S), Range six east (R.6E), Section 1, Pittsfield Township, Washtenaw County Michigan 48108 (the "Property").
Type of Eligible Property:	The property is determined to be a "Site" and "Facility"
Eligible Activities:	Department Specific Activities, Demolition, and Preparation of a Brownfield Plan and Act 381 Work Plan.
Developer Total Eligible Activities:	\$412,413 (includes eligible activities and 15% contingency)
Estimated Years to Complete Reimbursement:	21 years for developer reimbursement 23 years to reimburse all costs
Estimated Capital Investment:	Approximately \$3,160,000 (including Acquisition, Hard and Soft Costs)
Project Overview:	This project includes the site demolition, the removal of the underground storage tank (UST) systems, and the transport and disposal of impacted soils as part of fulfilling due care obligations. The development will entail the construction of a new mixed-use, 6,932 square foot commercial retail building. It is estimated that 50 construction jobs and 10 new permanent jobs will be created in association with this project. The project will transform a major intersection, reduce environmental contamination, create new jobs, and tax revenue for the community.

I. INTRODUCTION AND PURPOSE

To promote the revitalization of environmentally distressed, historic, functionally obsolete and blighted areas within the boundaries of Washtenaw County (“the County”), the County has established the Washtenaw County Brownfield Redevelopment Authority (WCBRA) the “Authority” pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (“Act 381”).

The purpose of this Brownfield Plan (the “Plan”) is to promote the redevelopment of and investment in the eligible Brownfield Property within the County and to facilitate financing of eligible activities at the Brownfield Property. Inclusion of Brownfield Property within any Plan in the County will facilitate financing of eligible activities at eligible properties and will provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “Brownfields.” By facilitating redevelopment of the Brownfield Property, this Plan is intended to promote economic growth for the benefit of the residents of the County and all taxing units located within and benefited by the Authority.

The identification or designation of a developer or proposed use for the Brownfield Property that is subject to this Plan shall not be integral to the effectiveness or validity of this Plan. This Plan is intended to apply to the eligible property identified in this Plan and, to identify and authorize the eligible activities to be reimbursed utilizing tax increment revenues. Any change in the proposed developer or proposed use of the eligible property shall not necessitate an amendment to this Plan, affect the application of this Plan to the eligible property, or impair the rights available to the Authority under this Plan.

This Plan is intended to be a living document, which may be modified or amended in accordance with and as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Brownfield Plan contains information required by Section 13(2) of Act 381, as amended.

II. GENERAL PROVISIONS

A. Description of the Eligible Property and Project (Section 13 (2)(h))

The Eligible Property consists of one (1) legal parcel totaling approximately 1.07 acres with a street address of 4025 Packard Road, Pittsfield Township, Washtenaw County, Michigan. The parcel and all tangible personal property located thereon will comprise the eligible property and is referred to herein as the “Property.”

The Property is located on the northeast corner of the Carpenter Road and Packard Street intersection and is bounded by a commercial property to the north, Carpenter Road to the west, Crystal Drive to the east, and Packard Street to the south. Individual parcel information is outlined below.

Property Address	Former Parcel ID	Approximate Acreage	Eligibility
4025 Packard Road	L-12-01-354-015	1.07	“Site” and “Facility”

4025 Packard LLC, or any affiliate, or such other developer as approved by the Authority, are collectively the project developer (“Developer”).

Najor Companies, of which 4025 Packard LLC is an affiliate, has completed over one million square feet of successful development in southeastern Michigan over the past 20 years.

Najor Companies was founded by Brian Najor, a graduate of Detroit Country Day School and the University of Michigan. Mr. Najor focuses on strong retail locations with long term upside potential and is a recognized leader in all aspects of development and property management. Mr. Najor has a keen ability to identify real estate opportunities and execute development and redevelopment, providing long-term value to investment partners, communities, and tenant relationships.

The parcel is currently zoned FB – Form-Based Mixed Use. Standard and other historical sources were able to document the former building was constructed in 1981 and contained retail display areas, storage areas, and bathrooms. The building was demolished in 2021. Two (2) 8,000-gallon gasoline underground storage tanks (USTs) and one (1) 15,000-gallon gasoline UST are located to the east of the former building. Four (4) dispenser islands are present to the south and west of the former building. The remainder of the property is paved with surface parking lots. The property has been vacant for nearly a decade.

The Property's legal description is included in Appendix A. A property location map is included in Appendix B.

The proposed redevelopment includes the demolition of the former 1,700 square foot building and canopies (completed in 2021), and former UST systems. Following completion of demolition activities, the construction of a new 6,932 square foot mixed-use commercial retail building will be completed. The proposed building is comprised of 2,530 square feet of restaurant space and 4,402 square feet for commercial/retail that will support a total of four tenants. Parking will be available in both the front and rear of the building, with space for a drive through for the convenience of customers. Sidewalks will be improved along both Carpenter Road and Packard Street. A new pad and bus stop signage will be installed just north of the property, to preserve the existing access to mass transit. Connection will be made with the north adjoining property to ease access between sites and reduce in and out traffic between businesses at the intersection.

Demolition of the existing building has already been completed. The remaining site demolition activities are anticipated to begin in the spring of 2022 with new construction to be completed in the winter of 2022. The Developer will invest an estimated \$3,160,000 million into the project and create approximately 50 construction jobs and 10 permanent jobs.

Site plans and renderings are included in Appendix C.

B. Basis of Eligibility (Section 13 (2)(h) and Section 2(o))

The Property is an open leaking underground storage tank (LUST) site and has been identified as a "site" and a "facility" based on the presence of benzene, toluene, ethylbenzene, and xylenes (collectively referred to as BTEX), methyl-tert-butyl-ether (MTBE), 1,2,4-trimethylbenzene (TMB), 1,3,5-TMB, and naphthalene in soil and/or groundwater at concentrations that exceed the Michigan Department of Environment, Great Lakes and Energy (EGLE) Part 213 Residential and Nonresidential Drinking Water Protection/Drinking Water (DWP/DW), Groundwater Surface Water Interface Protection/Groundwater Surface Water Interface (GSIP/GSI), Soil Volatilization to Indoor Air Inhalation (SVII), and Direct Contact Risk Based Screening Levels (RBSLs).

The exceedance of EGLE Part 213 RBSLs is the result of a release that was reported in May 1993 (confirmed release number C-0554-93), when the former UST systems were removed from the subject property and replaced with the current UST system. Speedway is the responsible party for this release and is pursuing a no further action status, or its functional equivalent from EGLE.

Based on the data collected from the site in October 2012, Speedway has determined that a restrictive covenant is required to achieve no further action status. However, before a restrictive covenant can be created, additional soil, groundwater, and vapor assessments are needed to determine the current site conditions. As such, Speedway's consultant conducted the following activities in 2021:

- Groundwater gauging and sampling
- The advancement of 20 soil borings (on and off site)
- Abandonment of 24 existing monitoring and recovery wells

Sampling results are summarized in see Appendix D. 4025 Packard, LLC and Speedway are currently in the process of negotiating Speedway's remedial obligations as the responsible party. Any activities that are determined to be the responsibility of Speedway are not being requested as a part of this Plan.

Removal of the idle UST system as part of the property's redevelopment, will be completed in accordance to the requirements stated in Part 211, Underground Storage Tank Regulations of act 451 of 1994, as amended, and the Michigan Underground Storage Tank Rules (MUSTR). Removal of the UST system is not being requested as part of this Plan and will be funded solely by the developer.

A Baseline Environmental Assessment (BEA) was completed by the current owner December 30, 2010, documenting the "site" and "facility" status. A summary of known previous site investigations to date is provided in Appendix D.

C. Summary of Eligible Activities and Description of Costs (Sec. 13 (2)(a-b))

Tax Increment Financing revenues will be used to reimburse the costs of "eligible activities" (as defined by Section 2 of Act 381) as permitted under the Brownfield Redevelopment Financing Act that includes: Department Specific Activities, Demolition, and preparation of a Brownfield Plan and Act 381 Work Plan. A complete itemization of these activities and associated expenses is included in Table 1.

The following eligible activities and budgeted costs are intended as part of the development of the property and are to be financed solely by the developer. All activities are intended to be "Eligible Activities" under the Brownfield Redevelopment Financing Act. The Authority is not responsible for any cost of eligible activities and will incur no debt.

1. Department Specific Activities include supplemental site investigation activities, contaminated soil transport and disposal associated with activities that are required to redevelop the property, and oversight, sampling and reporting by an environmental professional.

In the event additional soil characterization is required, a site investigation will be completed to characterize the shallow soils anticipated to be disturbed as part of

Brownfield Plan for the 4025 Packard Redevelopment Project
Located at 4025 Packard Road, Pittsfield Township, Michigan 48108
PM Project No. 01-03596-2-0001; March 30, 2022

development activities (i.e. sub-grade storm detention basins, building footprint, etc.). The data obtained from the investigation will aid in evaluating the need for appropriate soil management procedures, which includes the transportation and disposal of contaminated soil. The proposed investigation includes the advancement of nine (9) soil borings up to a maximum depth of 10 feet below ground surface and the collection of up to 14 soil samples, which will be analyzed for VOCs and PNAs. The estimated cost to complete the supplemental site investigation is estimated to be \$9,400.00.

The estimated cost for the transport and disposal of contaminated soil is \$200,681 and assumes the need to transport and dispose of soils to a Type II Landfill as it relates to the following volume estimates totaling an estimated 5,734 tons:

Utility Trenching						
	Linear Feet	Est. Pipe Diameter	Est. Trench Depth (FT)	Est. Trench Diameter (FT)	Est. Volume for Disposal (CY)*	Est. Soil Weight for Disposal (TN)
Water	160	8"	5	3	237	391
Sanitary	110	12"	7	3	285	471
Natural Gas	80	2"	3	2	44	73
Electric	80	1"	3	1	36	59
Telecom	80	1"	3	1	36	59
Storm Sewer	415	18"	5	4	692	1,141
TOTAL					1,329	1,802

*per linear foot, including a 1-1 setback

Underground Storm Detention (assumes 1-1 layback)			
	Est. Volume (CF)	Est. Volume (CY)	Est. Volume for Disposal (TN)
Detention System (West)	25,000	926	1,528
Detention System (South)	9,200	341	562
TOTAL		1,267	2,090

*assumed trench base is two times the footing width to accommodate forming

**per linear foot, including 1-1 setback

Building Perimeter Footings					
Linear Feet	Est. Trench Depth (FT)	Est. Footing Width*	Est. Trench Volume (CF)**	Est. Volume for Disposal (CY)	Est. Soil Weight for Disposal (TN)
350	5	18"	40	519	856
TOTAL				519	856

*assumed trench base is two times the footing width to accommodate forming

**per linear foot, including 1-1 setback

**Brownfield Plan for the 4025 Packard Redevelopment Project
Located at 4025 Packard Road, Pittsfield Township, Michigan 48108
PM Project No. 01-03596-2-0001; March 30, 2022**

Building Pad Cut (assumes 12" cut)			
	Est. Pad Area (SF)	Est. Volume (CY)	Est. Volume for Disposal (TN)
Building Pad	7,000	259	428
TOTAL		259	428

Pavement Parking Area Cut*			
	Est. Pavement Area (SF)	Est. Volume (CY)	Est. Volume for Disposal (TN)
Pavement Area	11,000	338	558
TOTAL		338	558

*assumes 10" cut for 6" subbase and 4" pavement

The estimated cost for field oversight, project management, and reporting is \$72,500, based on the assumption of 30 field days.

The total estimated cost for department specific activities is \$282,581.

2. Demolition Activities includes fill/compaction/rough grading to balance site where site improvements were located, removal of abandoned utilities, removal of parking lots, removal of curbs, gutters, and sidewalks, at an estimated cost of \$54,300.
3. Preparation of a Brownfield Plan, Act 381 Work Plan and associated implementation activities (e.g. meetings with BRA, review by County Attorney etc.) at a cost of approximately \$25,000.
4. A 15% contingency of \$50,532 is established to address unanticipated environmental and/or other conditions that may be discovered through the implementation of site activities. This excludes the cost of the Brownfield and Act 381 Work Plan.

The total estimated cost of Eligible Activities subject to reimbursement from tax increment revenues is \$361,881 with a potential \$50,532 contingency, resulting in a total cost of \$412,413. Therefore, the total cost for reimbursement to the applicant is a not-to-exceed amount of \$412,413, unless the Plan is amended and approved by the WCBRA.

Fifty percent (50%) of the available incremental state education tax, estimated to be \$23,814 will be captured for deposit into the State Revolving Fund pursuant to Act 381. Ten percent (10%) of the total gross annual TIF capture, estimated to be \$59,481, will be captured for administrative fees or a deposit into the local brownfield revolving fund (LBRF), at the discretion of the WCBRA. An additional \$54,282 will be captured and deposited in the Authority's LBRF after developer reimbursement, which totals 15% of the total developer reimbursable activities in the approved Plan. However, capture for the LBRF shall not exceed five years following completion of developer reimbursement.

D. Estimate of Captured Taxable Value and Tax Increment Revenues (Sec. 13 (2)(c))

Incremental taxes on real and personal property included in the redevelopment project will be captured under this Plan to reimburse eligible activity expenses. The base taxable value of the Property shall be determined by the use of the 2022 tax year value, which is \$235,478. The estimated taxable value of the completed development is \$630,000. An annual increase in

taxable value of 2% has been used for calculation of future tax increments in this Plan. Table 2 details the estimate of captured tax increment revenues for each year of the Plan from the eligible property.

Except for those activities identified in this Plan as eligible for reimbursement only with incremental local taxes, if the Developer does not pursue EGLE approval via a 381 Work Plan, or EGLE elects not to participate in this Project or declines to approve certain eligible activities for reimbursement with incremental state school taxes, the local taxing jurisdictions' contribution will not exceed the local/state millage proportionality as defined in this Plan at the time of adoption, which equates to 53.31%.

The Authority may capture incremental local taxes to fund its administrative operations as defined in the Act and may contribute to its LBRF with tax increment revenues in excess of the amount needed to reimburse Developer for the costs of eligible activities. As part of this Plan, the Authority will capture tax increment revenues, totaling \$107,442, during and after the developer reimbursement period as shown in Table 2, and deposited in the Authority's LBRF. At the sole discretion of the Authority, all or part of the incremental local taxes captured for the LBRF in any tax year may be used to pay the administrative fees or the local brownfield revolving fund capture in that year.

E. Method of Brownfield Plan Financing and Description of Advances by the Municipality (Sec. 13 (2)(d))

Eligible activities will be financed by 4025 Packard LLC. The Developer will be reimbursed for eligible costs as described in Section C and outlined in Table 1. Costs for Eligible Activities funded by 4025 Packard LLC will be repaid under the Michigan Brownfield Redevelopment Financing Program (Michigan Public Act 381, as amended) with incremental taxes generated by future development of the property. The estimated amount of tax increment revenue capture that will be used to reimburse the Developer, the State Brownfield Redevelopment Fund and Brownfield Redevelopment Authority over the estimated 23-year period is up to \$547,609.

No advances will be made by the WCBRA for this project. All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement.

F. Maximum Amount of Note or Bonded Indebtedness (Sec. 13 (2)(e))

No note or bonded indebtedness will be incurred by any local unit of government for this project.

G. Duration of Brownfield Plan (Sec. 13 (2)(f))

Tax increment revenue capture will begin when tax increment is generated by redevelopment of the Property, which is expected to begin in 2024 or when full redevelopment is completed, whichever occurs first.

In no event, shall the duration of the Plan exceed 35 years following the date of the resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. The Property will become part of this Plan on the date this Plan is adopted by the Washtenaw County Board of Commissioners.

H. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (Sec. 13 (2)(g))

Taxes will continue to be generated to taxing jurisdictions on local and school captured millages at the base taxable value of \$235,478 throughout the duration of this Plan.

The non-capturable School Debt millage will have an immediate increase in tax revenue following redevelopment, totaling approximately \$57,021 throughout the duration of this Plan.

A summary of the impact to taxing jurisdictions for the life of the Plan is summarized below, the amount captured is the sum of developer eligible activity reimbursement, administrative fees and the State Brownfield Redevelopment Fund.

Millage	Rate	Developer Reimbursement	Admin Fee/LBRF	SBRF Capture	Taxes Preserved for Taxing Unit
State Education Tax (SET)	6.0000	\$40,853	\$6,337	\$27,753	\$32,496
School Operating Tax	18.0000	\$122,560	\$19,010	\$0	\$97,488
Subtotal	24.0000	\$163,413	\$25,347	\$27,753	\$129,984
Township Tax	7.4085	\$67,328	\$22,198	\$0	\$40,124
Sinking Fund	2.4239	\$22,028	\$7,263	\$0	\$13,128
Library	1.8333	\$16,661	\$5,493	\$0	\$9,929
County Operating	4.3780	\$39,787	\$13,118	\$0	\$23,711
County Parks	0.4676	\$4,250	\$1,401	\$0	\$2,533
County Nat Area	0.2490	\$2,263	\$746	\$0	\$1,349
County EECS	0.1922	\$1,747	\$576	\$0	\$1,041
County HCMA	0.2089	\$1,898	\$626	\$0	\$1,131
County Vet Ret.	0.0966	\$878	\$289	\$0	\$523
County Roads	0.4981	\$4,527	\$1,492	\$0	\$2,698
County MH & PS	0.9753	\$8,863	\$2,922	\$0	\$5,282
County CSRV Dist	0.0199	\$181	\$60	\$0	\$108
WCC	3.3759	\$30,680	\$10,115	\$0	\$18,284
ISD	5.2717	\$47,909	\$15,796	\$0	\$28,551
Subtotal	27.3989	\$249,000	\$82,096	\$0	\$148,392
Total Capturable Millages	51.3989	\$412,413	\$107,442	\$27,753	\$278,376
Non-Capturable Millages					
School Debt	4.1000	\$0	\$0	\$0	\$77,614
ISD Debt	0.3700	\$0	\$0	\$0	\$7,004
Total Non-Capturable Millages	4.4700	\$0	\$0	\$0	\$81,230

See Table 2 for a complete breakdown of estimated available tax increment revenues and Table 3 for the estimated annual reimbursement.

I. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property (Sec. 13 (2)(h))

The legal description of the Property included in this Plan is attached in Appendix A.

Property location maps are included in Appendix B.

Documentation of characteristics that qualify the property as eligible property is provided in Appendix D.

Personal property may be included as part of the eligible property to the extent that it is taxable personal property.

J. Displacement/Relocation of Individuals on Eligible Property (Sec. 13 (2)(i-l))

No displacement of residents or families is expected as part of this project.

K. Other Material that the Authority or Governing Body Considers Pertinent (Sec. 13 (2)(m))

The Brownfield Redevelopment Authority and the Township Board as the Governing Body, in accordance with the Act, may amend this Plan to fund additional eligible activities associated with the Project described herein.

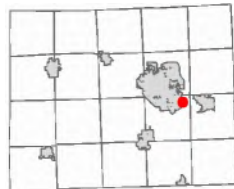
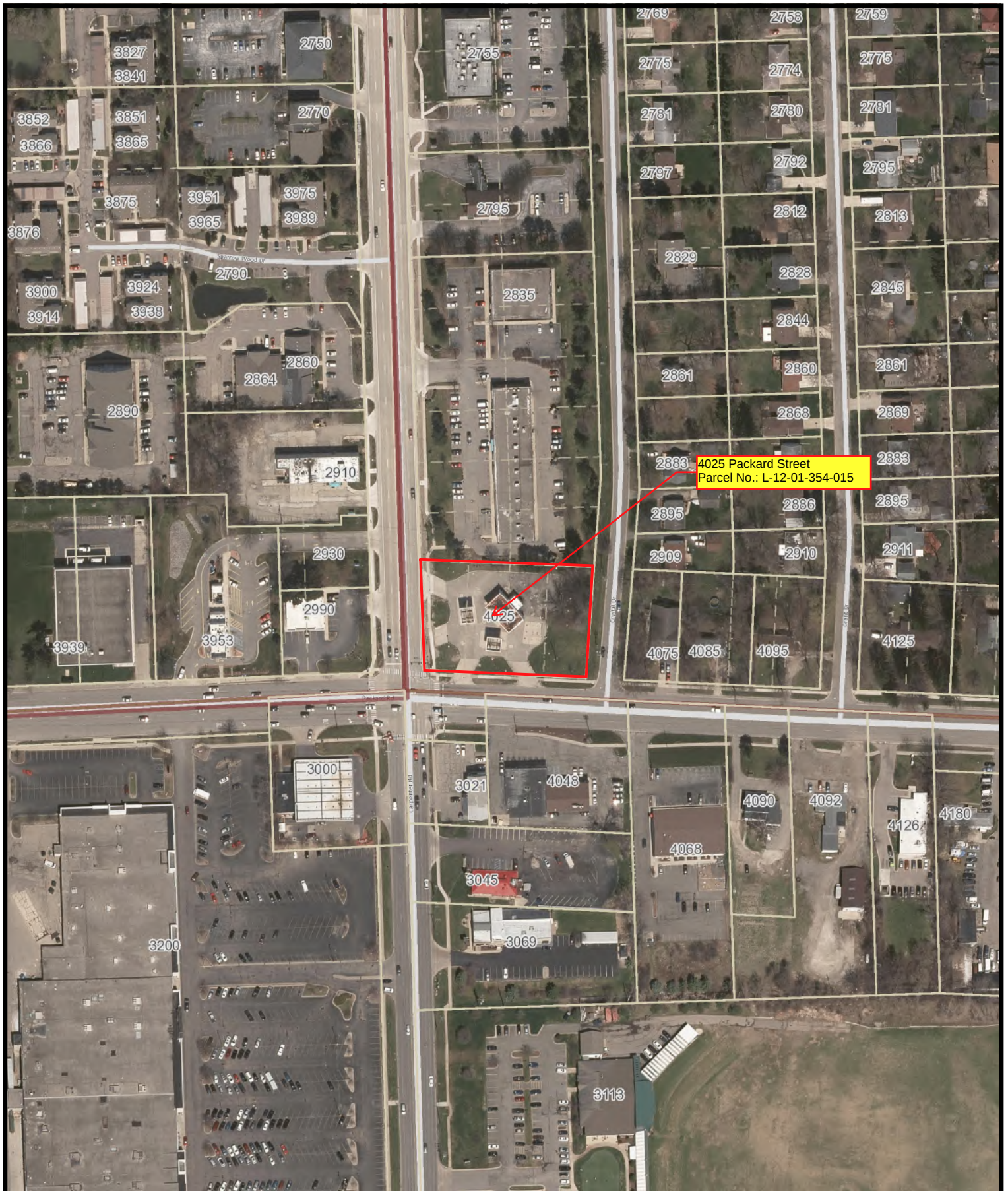
Appendix A

LEGAL DESCRIPTION

4025 Packard Road
Parcel ID: L-12-01-354-015

*OLD SIDE – L 12-145-002-00 PI 47-1, 2, 31, 32 B1K 1 SUDIVISION OF LOTS 1 TO 73
INCLUSIVE EXCEPT LOTS 34 & 36 AND LOTS 109 TO 111 INCLUSIVE OF OAK PARK

Appendix B



0 100.00 200.0 400.0 Feet

1: 2,400

2/11/2020



NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

Appendix C

BENCHMARKS
(GPS DERIVED - NAVD83)

BM #300
ARROW ON A HYDRANT AT THE NORTHWEST CORNER OF PACKARD ROAD AND CRYSTAL DRIVE, APPROX. 50'± NORTH OF THE CENTERLINE OF PACKARD ROAD, AND APPROX. 30'± WEST OF THE CENTERLINE OF CRYSTAL DRIVE.
ELEV. - 838.20

BM #301
NAIL AND TAG ON THE EAST SIDE OF A LIGHT POLE LOCATED AT THE NORTHEAST CORNER OF PACKARD ROAD AND CARPENTER ROAD, APPROX. 45'± EAST OF THE CENTERLINE OF CARPENTER ROAD AND APPROX. 30'± NORTH OF THE CENTERLINE OF PACKARD ROAD.
ELEV. - 835.89

GENERAL DEMOLITION NOTES:

THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT:

1. ALL MATERIAL TO BE REMOVED, WHETHER SPECIFICALLY NOTED IN THE PLANS OR NOT, SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AND DISPOSED OF OFF-SITE IN A LEGAL MANNER. NO ON-SITE BURY OR BURN PITS SHALL BE ALLOWED.
2. ALL DEMOLITION WORK SHALL CONFORM TO ALL LOCAL CODES AND ORDINANCES.
3. STAGING/PHASING OF DEMOLITION AND CONSTRUCTION IS TO BE COORDINATED WITH THE OWNER AND THE CONTRACTOR PRIOR TO CONSTRUCTION.
4. SPECIFIC DEMOLITION ITEMS HAVE BEEN INDICATED ON THE PLANS AS A GUIDE TO THE GENERAL SCOPE OF THE WORK. IT IS THE INTENT THAT THESE ITEMS SHALL BE COMPLETELY REMOVED BY THE CONTRACTOR ABOVE AND BELOW GROUND, UNLESS SPECIFICALLY NOTED OTHERWISE, AND THAT DEMOLITION WILL INCLUDE BUT WILL NOT NECESSARILY BE LIMITED TO THESE ITEMS. CONTRACTOR SHALL VISIT SITE TO VERIFY EXISTING CONDITIONS AND EXTENTS OF THE DEMOLITION THAT WILL BE REQUIRED PRIOR TO SUBMITTING A BID.
5. REMOVE ALL STRUCTURES DESIGNATED FOR REMOVAL ACCORDING TO THE DEMOLITION PLAN. THIS INCLUDES FOUNDATIONS, FOOTINGS, FOUNDATION WALLS, FLOOR SLABS, UNDERGROUND UTILITIES, CONCRETE, ASPHALT, TREES, ETC.
6. REFER TO SHEET 3 FOR TREE PROTECTION DETAILS.
7. THE CONTRACTOR SHALL, AS A MINIMUM, PROVIDE TREE PROTECTION FENCING AROUND EXISTING TREES TO BE SAVED THAT ARE WITHIN 15 FEET OF CONSTRUCTION ACTIVITIES AND AS INDICATED IN THE PLANS OR PER LOCAL AGENCY REQUIREMENTS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN UP, NOISE, DUST CONTROL, STREET SWEEPING AND HOURS OF OPERATION IN ACCORDANCE WITH THE LOCAL CODES.
9. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BARRICADES, SIGNAGE, MARKINGS, LIGHTS AND OTHER TRAFFIC CONTROL DEVICES TO PROTECT THE WORK ZONE AND SAFELY MAINTAIN TRAFFIC PER AGENCY REQUIREMENTS AND IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
10. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES TO CONFIRM THAT UTILITY LEADS HAVE BEEN TAKEN OUT OF SERVICE PRIOR TO DEMOLITION.
11. ALL BUILDING GAS LEADS, METERS AND ASSOCIATED EQUIPMENT SHALL BE REMOVED AS SHOWN ON THE PLANS. COORDINATE ALL ASSOCIATED WORK WITH THE APPROPRIATE UTILITY COMPANY.
12. REMOVE ALL OVERHEAD AND UNDERGROUND ELECTRICAL LINES WITHIN THE AREA OF CONSTRUCTION AS SHOWN ON THE PLANS. COORDINATE SHUTDOWNS AND REMOVALS WITH ELECTRICAL SERVICE PROVIDER OR THE APPROPRIATE UTILITY COMPANY. (NOTE: PHONE AND CABLE T.V. SERVICES MAY ALSO BE LOCATED ON OVERHEAD LINES.)
13. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF SIGNS AND SUPPORTS WITHIN THE WORK AREA, AS NECESSARY TO FACILITATE CONSTRUCTION. SIGNS SHALL BE PROTECTED OR STOCKPILED FOR REUSE AS SPECIFIED IN THE PLANS OR AS REQUIRED BY THE AGENCY OF JURISDICTION. THE CONTRACTOR SHALL REPLACE ANY DAMAGED SIGNS AND SUPPORTS AT NO ADDITIONAL COST TO THE OWNER.
14. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE 811/ONE CALL UTILITY LOCATING CENTER, THE TOWNSHIP ENGINEER AND/OR THE AUTHORITY HAVING JURISDICTION 3 BUSINESS DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.

DEMOLITION LEGEND:

- ITEM TO BE PROTECTED
- ITEM TO BE REMOVED
- CURB/FENCE REMOVAL
- CONCRETE PAVEMENT AND SIDEWALK REMOVAL
- AREA OR ITEMS TO BE REMOVED
- UTILITY REMOVAL
- ASPHALT REMOVAL
- TREE REMOVAL
- SAWCUT LINE

GAS STATION DEMOLITION:
REMOVE ALL EXISTING GAS EQUIPMENT INCLUDING GAS PUMP, TANKS, PILLARS, OVERHANG, GUARD POSTS AND ALL ASSOCIATED EQUIPMENT. REMOVE ALL ASSOCIATED FOOTINGS, FOUNDATIONS, SLABS, UTILITY LEADS ETC. CONTRACTOR TO ENSURE THAT ALL UTILITIES ARE OUT OF SERVICE PRIOR TO START OF REMOVALS. COORDINATE ALL UTILITY REMOVALS WITH THE APPROPRIATE UTILITY COMPANY. BACKFILL ALL FOOTING/FOUNDATION EXCAVATIONS WITH M.D.O.T. CLASS II GRANULAR MATERIAL COMPACTED TO 95% MAX DRY DENSITY (ASTM D-1557).

LEGAL DESCRIPTION

(Per Washtenaw County)

PARCEL ID 1-12-01-354-015
Land in the Township of Pittsfield, Washtenaw County, Michigan, described as follows:

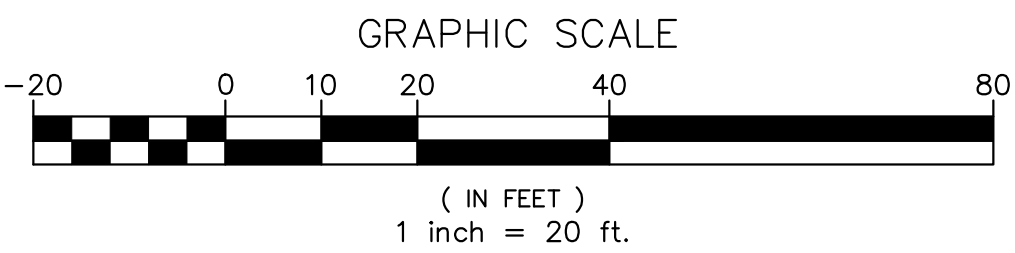
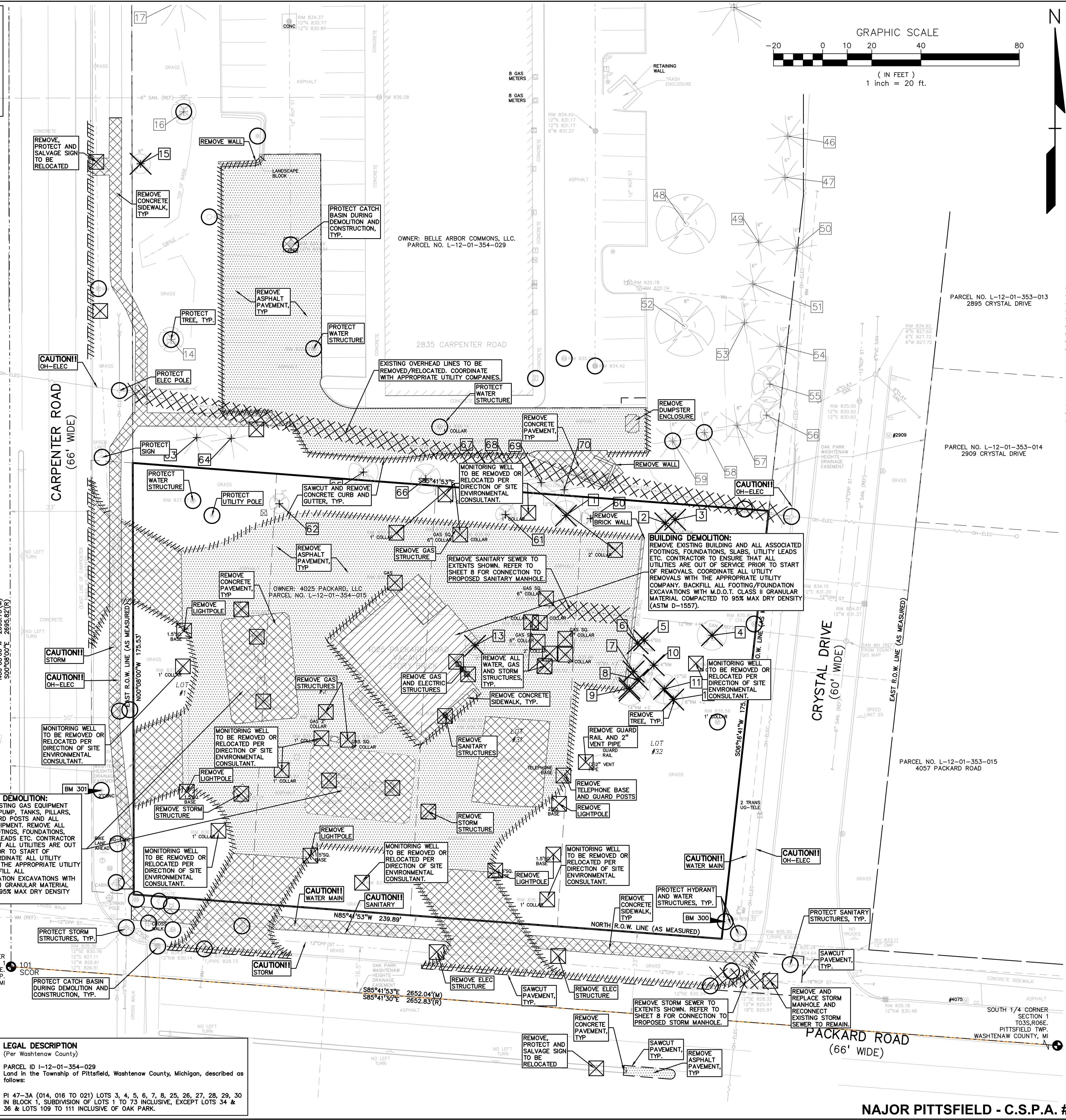
HOLD SID - L 12-145-002-00 PI 47-1, 2, 31, 32 LOTS 1, 2, 31, 32 BHK 1 SUBDIVISION OF LOTS 1 TO 73 INCLUSIVE EXCEPT LOTS 34 & 36 AND LOTS 109 TO 111 INCLUSIVE OF OAK PARK.

LEGAL DESCRIPTION

(Per Washtenaw County)

PARCEL ID 1-12-01-354-029
Land in the Township of Pittsfield, Washtenaw County, Michigan, described as follows:

PI 47-3A (014, 016 TO 021) LOTS 3, 4, 5, 6, 7, 8, 25, 26, 27, 28, 29, 30 IN BLOCK 1, SUBDIVISION OF LOTS 3 INCLUSIVE, EXCEPT LOTS 34 & 36 & LOTS 109 TO 111 INCLUSIVE OF OAK PARK.



- LEGEND**
- IRON FOUND
IRON SET
NAIL FOUND
NAIL & CAP SET
- BRASS PLUG SET
MONUMENT FOUND
MONUMENT SET
- SEC. CORNER FOUND
RECORDED
MEASURED
CALCULATED

- OH-ELEC-W-C
UG-CATV
UG-PHONE
UG-ELEC-ELEC
ELEC. PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
UNDERGROUND CABLE TV, CATV PEDESTAL
TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE
GAS MAIN, VALVE & GAS LINE MARKER
WATERMAIN, HYD. GATE VALVE, TAPPING SLEEVE & VALVE
SANITARY SEWER, CLEANOUT & MANHOLE
STORM SEWER, CLEANOUT & MANHOLE
COMBINED SEWER & MANHOLE
SQUARE, ROUND & RECT. CATCH BASIN, YARD DRAIN
POST INDICATOR VALVE
WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF
MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
UNIDENTIFIED STRUCTURE
SPOT ELEVATION
CONTOUR LINE
FENCE
GUARD RAIL
STREET LIGHT
SIGN
- CONC.
ASPH.
GRAVEL
WETLAND

REFERENCE DRAWINGS

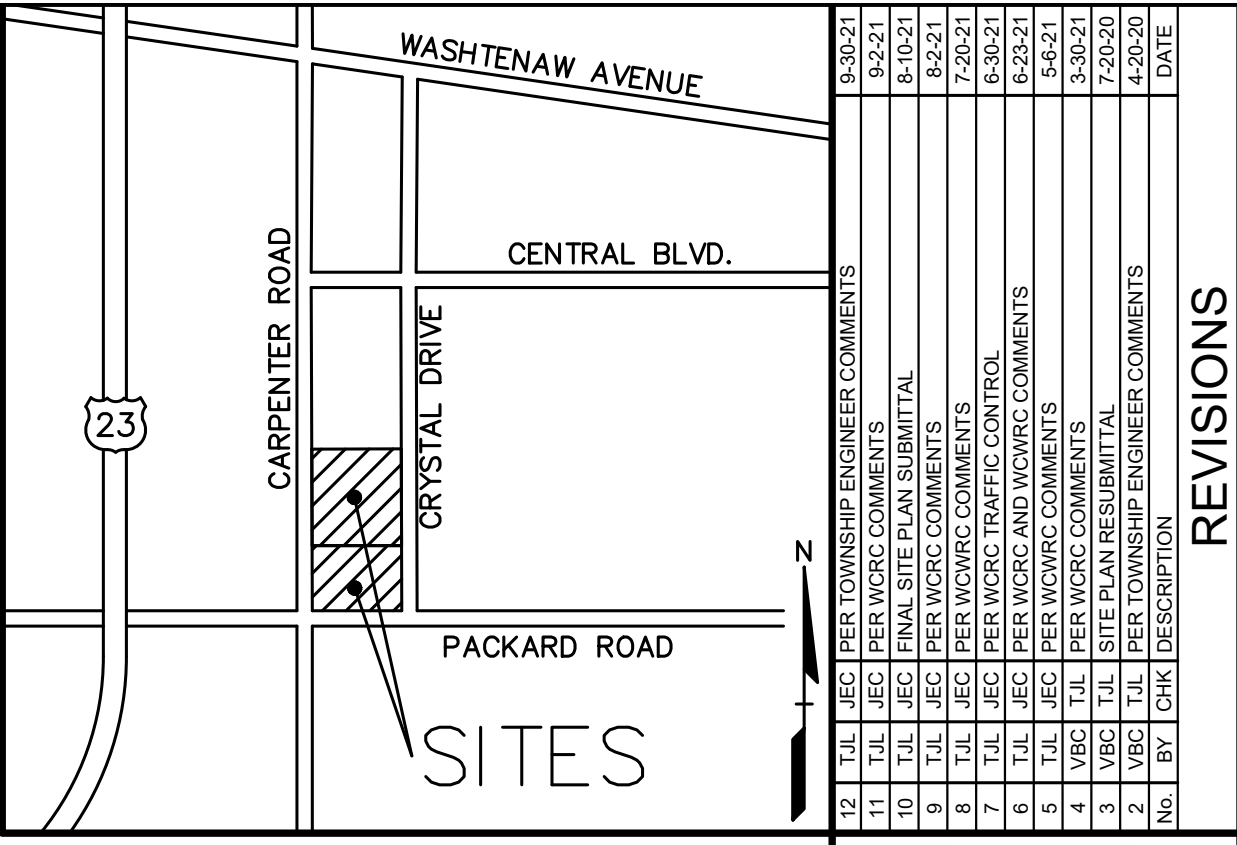
FEMA F.I.R.M. NO. 26161C0406E, DATED APRIL 3, 2012
OAK PARK SUBDIVISION PLAT

FLOODPLAIN NOTE:

BY GRAPHICAL PLOTTING, SITE IS WITHIN ZONE 'X', AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NUMBER 26161C0406E, DATED APRIL 3, 2012.

NOTE:

ALL PERTINENT ENVIRONMENTAL CLEANUP APPROVAL DOCUMENTS ARE TO BE SUBMITTED FOR REVIEW UPON FINAL SITE PLAN APPROVAL, INCLUDING CLOSURE PLAN, UNDERGROUND STORAGE TANK REMOVAL DOCUMENTS, SOIL TEST REPORTS, PHASE 1, PHASE 2, ETC.



CAUTION!!

THE LOCATION 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. THIS DRAWING AND DESIGN ARE THE PROPERTY OF PEA, INC. THEY ARE LOANED TO THE CONTRACTOR FOR THEIR USE ONLY. THEY ARE NOT TO BE REPRODUCED, COPIED, OR IN ANY MANNER OR PART OR WHOLE, OR FOR ANY PURPOSE, WITHOUT THE WRITTEN CONSENT OF PEA, INC. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY SPECIFICALLY RESERVED. © 2018 PEA, INC.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME 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 CONTRACTORS AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONSTRUCTION. CONTRACTOR FURTHER AGREES TO DEFINE, INDENTIFY AND HOLD DESIGN PROFESSIONAL, ENGINEER AND/OR ARCHITECT, LIABLE FOR ANY ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

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BENCHMARKS
(GPS DERIVED - NAVD88)

BM #300
ARROW ON A HYDRANT AT THE NORTHWEST CORNER OF PACKARD ROAD AND CRYSTAL DRIVE, APPROX. 50'± NORTH OF THE CENTERLINE OF PACKARD ROAD, AND APPROX. 30'± WEST OF THE CENTERLINE OF CRYSTAL DRIVE.
ELEV. - 838.20

BM #301
NAIL AND TAG ON THE EAST SIDE OF A LIGHT POLE LOCATED AT THE NORTHEAST CORNER OF PACKARD ROAD AND CARPENTER ROAD, APPROX. 45'± EAST OF THE CENTERLINE OF CARPENTER ROAD AND APPROX. 90'± NORTH OF THE CENTERLINE OF PACKARD ROAD.
ELEV. - 835.89

LEGAL DESCRIPTION
(Per Washtenaw County)

PARCEL ID 12-01-354-015
Land in the Township of Pittsfield, Washtenaw County, Michigan, described as follows:

*OLD SID - L 12-145-002-00 PI 47-1, 2, 31, 32 LOTS 1, 2, 31, 32 BHK 1 SUBDIVISION OF LOTS 1 TO 73 INCLUSIVE EXCEPT LOTS 34 & 36 AND LOTS 109 TO 111 INCLUSIVE OF OAK PARK.

LEGAL DESCRIPTION
(Per Washtenaw County)

PARCEL ID 12-01-354-029
Land in the Township of Pittsfield, Washtenaw County, Michigan, described as follows:

PI 47-3A (014, 016 TO 021) LOTS 3, 4, 5, 6, 7, 8, 25, 26, 27, 28, 29, 30 IN BLOCK 1, SUBDIVISION OF LOTS 1 TO 73 INCLUSIVE, EXCEPT LOTS 34 & 36 & LOTS 109 TO 111 INCLUSIVE OF OAK PARK.

ADJACENT ZONING:
ZONED FB
"FORM BASED MIXED USE" DISTRICT
ADJACENT USE:
COMMERCIAL/RETAIL

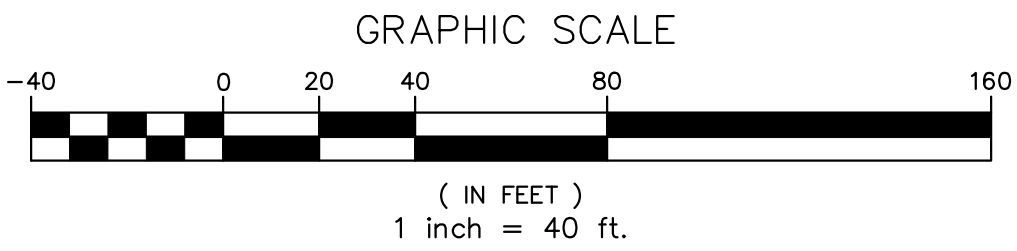
ADJACENT ZONING:
ZONED FB
"FORM BASED MIXED USE" DISTRICT
ADJACENT USE:
COMMERCIAL/RETAIL

ADJACENT ZONING:
ZONED FB
"FORM BASED MIXED USE" DISTRICT
ADJACENT USE:
COMMERCIAL/RETAIL

ADJACENT ZONING:
ZONED FB
"FORM BASED MIXED USE" DISTRICT
ADJACENT USE:
COMMERCIAL/RETAIL

ADJACENT ZONING:
ZONED R1B
"SINGLE FAMILY SUBURBAN RESIDENTIAL" DISTRICT
ADJACENT USE: SINGLE FAMILY

ADJACENT ZONING:
ZONED R1B
"SINGLE FAMILY SUBURBAN RESIDENTIAL" DISTRICT
ADJACENT USE: SINGLE FAMILY



SITE DATA TABLE:

4025 PACKARD ROAD - PARCEL 'A'
2835 CARPENTER ROAD - PARCEL 'B'

SITE AREA: PARCEL 'A' - 43,697 SF (1.003 ACRES) (NET & GROSS)
PARCEL 'B' - 138,130 SF (3.171 ACRES) (NET & GROSS)
TOTAL AREA - 181,827 SF (4.174 ACRES) (NET & GROSS)

ZONING: PARCEL 'A' - FB - FORM BASED MIXED USE DISTRICT
PARCEL 'B' - FB - FORM BASED MIXED USE DISTRICT
PARCEL 'A' & 'B' - CARPENTER RD. MIXED USE DISTRICT
PARCEL 'A' & 'B' - SITE TYPE A

PARCEL 'A'
EXISTING USE: GAS STATION (NON-OPERATIONAL)
PROPOSED USE: MIXED USE COMMERCIAL/RETAIL

PARCEL 'B'
EXISTING USE: MIXED USE COMMERCIAL/RETAIL
PROPOSED USE: MIXED USE COMMERCIAL/RETAIL

BUILDING INFORMATION:
BUILDING HEIGHT: 1-STORY, 14' MIN
3-STORY, 38' MAX
PARCEL 'A'
PROPOSED BUILDING HEIGHT: 1-STORY, 14' MIN. AND 27' MAX.

PARCEL 'B'
EXISTING BUILDING HEIGHT: 1-STORY, 13' FOR THE NORTH BUILDING
EXISTING BUILDING HEIGHT: 1-STORY, 15' FOR THE SOUTH BUILDING

PARCEL 'A'
BUILDING FOOTPRINT AREA = 6,932 SF
LOT COVERAGE = 16%
TOTAL FLOOR AREA = 6,932 SF
FLOOR AREA RATIO = 16%
OPEN SPACE = 11,843 SF

PARCEL 'B'
BUILDING FOOTPRINT AREA = 14,700 SF + 7,708 SF = 22,408 SF
LOT COVERAGE = 16%
TOTAL FLOOR AREA = 22,408 SF
FLOOR AREA RATIO = 16%
OPEN SPACE = 58,576 SF

TOTAL FOR BOTH PARCEL 'A' AND 'B'
BUILDING FOOTPRINT AREA = 6,932 SF + 22,408 SF
LOT COVERAGE = 16%
TOTAL FLOOR AREA = 29,340 SF
FLOOR AREA RATIO = 16%
OPEN SPACE = 70,419 SF

SETBACK REQUIREMENTS:

	REQUIRED	PARCEL 'A' PROVIDED	PARCEL 'B' PROVIDED
FRONT (CARPENTER RD.)	10'	102.97'	104.75'
FRONT (PACKARD RD.)	10'	56.77'	NA
SIDE:	0'	0.25'	11.28'
REAR:	10'	80.31'	100.48'
SIDE (SOUTH)	0'	NA	34.99'

IMPERVIOUS SURFACE:
PARCEL 'A'
REQUIRED: 80% MAX
PROVIDED: 73%
PARCEL 'B'
REQUIRED: 80% MAX
PROVIDED: 58%
TOTAL FOR BOTH PARCELS
REQUIRED: 80% MAX
PROVIDED: 61%

PARKING CALCULATIONS:
REQUIRED:
ALL COMMERCIAL/RETAIL 1 SPACE/250 SF GROSS FLOOR AREA
STANDARD RESTAURANT 1 SPACE/100 SF GROSS FLOOR AREA (70 SF NET FLOOR AREA)
RESTAURANT 10 STACKING SPACES (DRIVE THRU)

PARCEL 'A'
4,400 SF COMMERCIAL/RETAIL
2,530 SF RESTAURANT
= 4,400/250 + 2,530/100 = 17.6 + 25.3 = 42.9 ~ 43 SPACES
PROVIDED: 43 SPACES
PROVIDED: 13 STACKING SPACES (DRIVE THRU)

PARCEL 'B'
20,008 SF COMMERCIAL/RETAIL
2,400 SF RESTAURANT
= 20,008/250 + 2,400/100 = 80.0 + 24.0 = 104 ~ 104 SPACES
PROVIDED: 106 SPACES

LOADING CALCULATIONS:
REQUIRED:
INSTITUTIONAL, COMMERCIAL, AND OFFICE USES 5,001 TO 60,000 SF GROSS FLOOR AREA IS EQUAL TO 1 SPACE, PLUS 1 SPACE PER EACH ADDITIONAL 20,000 SF GROSS FLOOR AREA.

PARCEL 'A'
= 1 SPACE + 1 (6932 SF/20,000 SF) = 1 + 0.35 ~ 1.35 SPACES

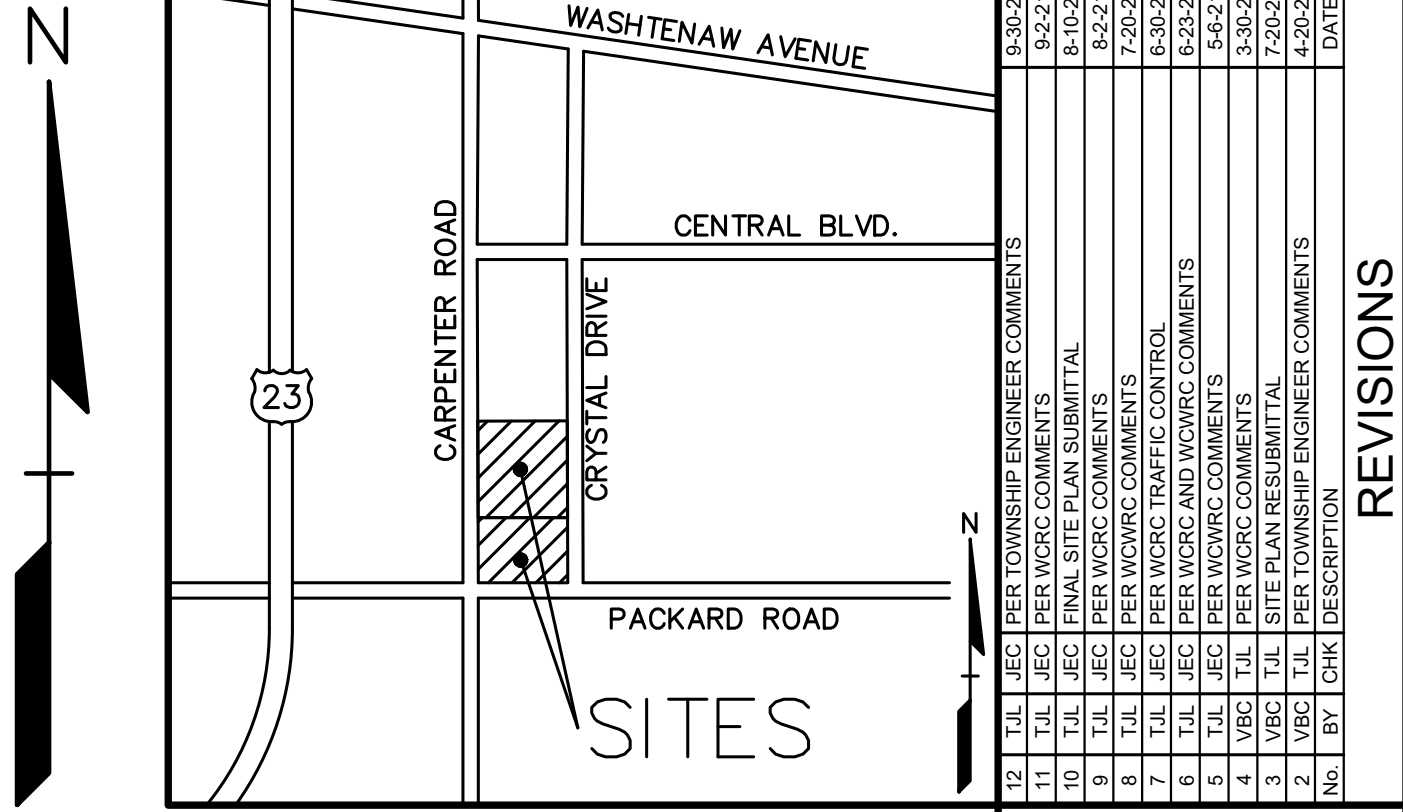
PROVIDED: 2 SPACES

PARCEL 'B'
= 1 SPACE + (22,408 SF/20,000 SF) = 1 + 1.12 ~ 2.12 SPACES

PROVIDED: 3 SPACES

NOTE:

UPON FINAL SITE PLAN APPROVAL, PARCELS 12-01-354-029 AND 12-01-354-015 WILL BE COMBINED AND A COMMERCIAL CONDOMINIUM CREATED.



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DES.	TJL	DN	VBC	SUR	JWMH	JPB
ORIGINAL ISSUE DATE: JANUARY 20, 2020						
PEA JOB NO. 2017-228						
SCALE: 1" = 40'						
DRAWING NUMBER: 5						

4025 PACKARD, LLC
600 N. OLD WOODWARD, SUITE 100
BIRMINGHAM, MICHIGAN 45009

OVERALL SITE PLAN
NAJOR PITTSFIELD
PART OF THE SOUTHWEST 1/4 OF SECTION 1, T3S. R9E
PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

NAJOR PITTSFIELD - C.S.P.A. # 19-23

XREF: S:\PROJECTS\2017\2017228\DWG\TOPBASE-17228.DWG
XREF: S:\PROJECTS\2017\2017228\DWG\CONSTRUCTION-V-BASE-17228.DWG
XREF: S:\PROJECTS\2017\2017228\DWG\CONSTRUCTION-V-TBLK-17228.DWG

BENCHMARKS
(GPS DERIVED - NAVD83)

BM #300
ARROW ON A HYDRANT AT THE NORTHWEST CORNER OF PACKARD ROAD AND CRYSTAL DRIVE, APPROX. 50'± NORTH OF THE CENTERLINE OF PACKARD ROAD, AND APPROX. 30'± WEST OF THE CENTERLINE OF CRYSTAL DRIVE.
ELEV. - 838.20

BM #301
NAIL AND TAG ON THE EAST SIDE OF A LIGHT POLE LOCATED AT THE NORTHEAST CORNER OF PACKARD ROAD AND CRYSTAL DRIVE, APPROX. 45'± EAST OF THE CENTERLINE OF CRYSTAL DRIVE AND APPROX. 30'± NORTH OF THE CENTERLINE OF PACKARD ROAD.
ELEV. - 835.89

- 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.
 - REFER TO NOTES & DETAILS SHEET FOR ON-SITE PAVING DETAILS.
 - REFER TO NOTES & DETAILS SHEET FOR ON-SITE SIDEWALK RAMP DETAILS.
 - 'NO PARKING-FIRE LANE' SIGNS SHALL BE POSTED ALONG ALL FIRE LANES AT 75 FOOT INTERVALS OR AS DIRECTED BY THE FIRE OFFICIAL.
 - ALL CONSTRUCTION, WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH CURRENT OSHA, MDOT AND MUNICIPALITY STANDARDS AND REGULATIONS.
 - THE CONTRACTOR SHALL NOTIFY THE TOWNSHIP ENGINEER AND/OR THE AUTHORITY HAVING JURISDICTION 3 BUSINESS DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.
 - THE CONTRACTOR MUST CONTACT THE ENGINEER SHOULD THEY ENCOUNTER ANY DESIGN ISSUES DURING CONSTRUCTION. IF THE CONTRACTOR MAKES DESIGN MODIFICATIONS WITHOUT THE WRITTEN DIRECTION OF THE DESIGN ENGINEER, THE CONTRACTOR DOES SO AT HIS OWN RISK.
 - ALL NECESSARY PERMITS, TESTING, BONDS AND INSURANCES ETC., SHALL BE PAID FOR BY THE CONTRACTOR. THE OWNER SHALL PAY FOR ALL TOWNSHIP INSPECTION FEES.
 - ANY WORK WITHIN THE STREET OR HIGHWAY RIGHTS-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION AND SHALL NOT BEGIN UNTIL ALL NECESSARY PERMITS HAVE BEEN ISSUED FOR THE WORK.
 - ALL PROPERTIES OR FACILITIES IN THE SURROUNDING AREAS, PUBLIC OR PRIVATE, DESTROYED OR OTHERWISE DISTURBED DUE TO CONSTRUCTION, SHALL BE REPLACED AND/OR RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR.
 - THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BARRICADING, SIGNAGE, LIGHTS AND TRAFFIC CONTROL DEVICES TO PROTECT THE WORK AND SAFELY MAINTAIN TRAFFIC IN ACCORDANCE WITH LOCAL REQUIREMENTS AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION), THE DESIGN ENGINEER, OWNER, PITTSFIELD TOWNSHIP AND STATE SHALL NOT BE HELD LIABLE FOR ANY CLAIMS RESULTING FROM ACCIDENTS OR DAMAGES CAUSED BY THE CONTRACTOR'S FAILURE TO COMPLY WITH TRAFFIC AND PUBLIC SAFETY REGULATIONS DURING THE CONSTRUCTION PERIOD.
 - 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.
 - IN AREAS WHERE NEW PAVEMENTS ARE BEING CONSTRUCTED, THE TOPSOIL AND SOIL CONTAINING ORGANIC MATTER SHALL BE REMOVED PRIOR TO PAVEMENT CONSTRUCTION.
 - PROVIDE EXPANSION JOINTS AND JOINT SEALANT AT TWO "END-OF-RADIUS" LOCATIONS (OPPOSITE SIDES AT EACH LONG END) OF CONCRETE CURB ISLANDS.
 - REFER TO ARCHITECTURAL PLANS FOR DETAILS OF FROST SLAB AT EXTERIOR BUILDING DOORS.
 - CONSTRUCTION TRAFFIC SHOULD BE MINIMIZED ON THE NEW PAVEMENT. IF CONSTRUCTION TRAFFIC IS ANTICIPATED ON THE PAVEMENT STRUCTURE, THE INITIAL LIFT THICKNESS COULD BE INCREASED AND PLACEMENT OF THE FINAL LIFT COULD BE DELAYED UNTIL THE MAJORITY OF THE CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED. THIS ACTION WILL ALLOW REPAIR OF LOCALIZED FAILURE, IF ANY DOES OCCUR, AS WELL AS REDUCE LOAD DAMAGE ON THE PAVEMENT SYSTEM.
 - PAVEMENT MIX DESIGNS SUBMITTED FOR REVIEW BY THE ENGINEER MUST FOLLOW THE CURRENT MDTOT REVIEW CHECKLISTS AS SUMMARIZED BELOW:
 - CONCRETE MIX DESIGN REVIEW CHECKLIST (FORM 2000)
 - SUPERPAVE MIX DESIGN CHECKLIST (FORM 1862)
 - MARSHALL MIX DESIGN CHECKLIST (FORM 1849)

- SIGN LEGEND:**
- | | |
|--------------------------------|---|
| 'NO PARKING FIRE LANE' SIGN | 1 |
| 'STOP' SIGN | 2 |
| 'BARRIER FREE PARKING' SIGN | 3 |
| 'VAN ACCESSIBLE' SIGN | 4 |
| 'ONE WAY' SIGN | 5 |
| 'DO NOT ENTER' SIGN | 6 |
| 'NO PARKING LOADING ZONE' SIGN | 7 |
| 'NO LEFT TURN' SIGN | 8 |
| 'KEEP RIGHT' SIGN | 9 |
- REFER TO DETAIL SHEET FOR SIGN DETAILS

- SIDEWALK RAMP LEGEND:**
- | | |
|------------------------|---|
| SIDEWALK RAMP 'TYPE P' | P |
| SIDEWALK RAMP 'TYPE R' | R |
| CURB CUT | X |
- REFER TO LATEST MDTOT R-28 STANDARD RAMP AND DETECTABLE WARNING DETAILS AND SHEET 18

LEGAL DESCRIPTION
(Per Washtenaw County)

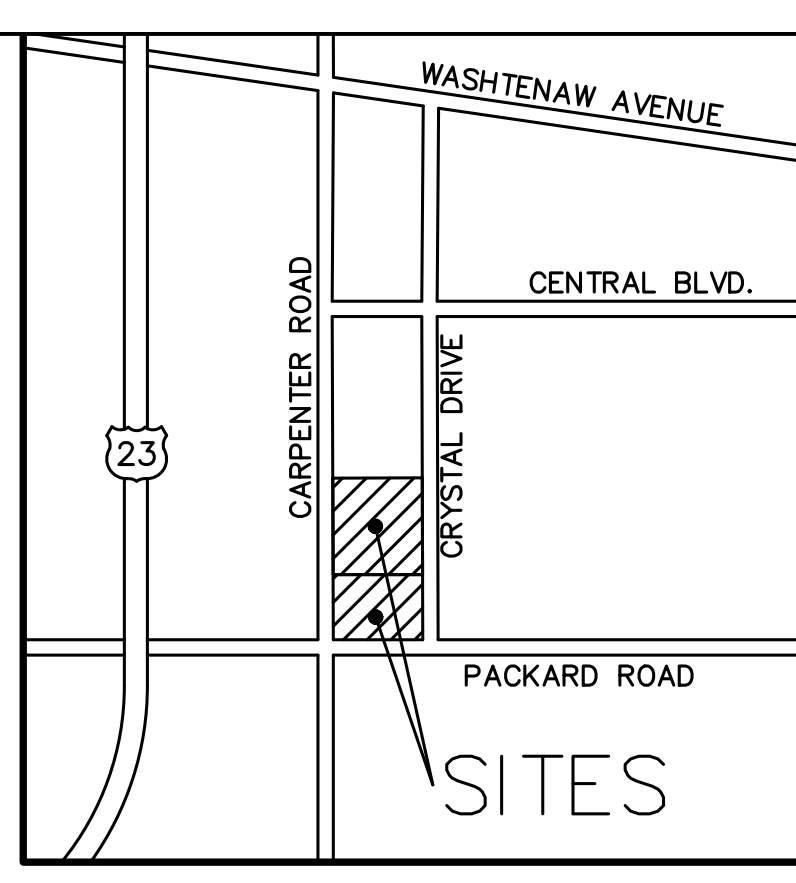
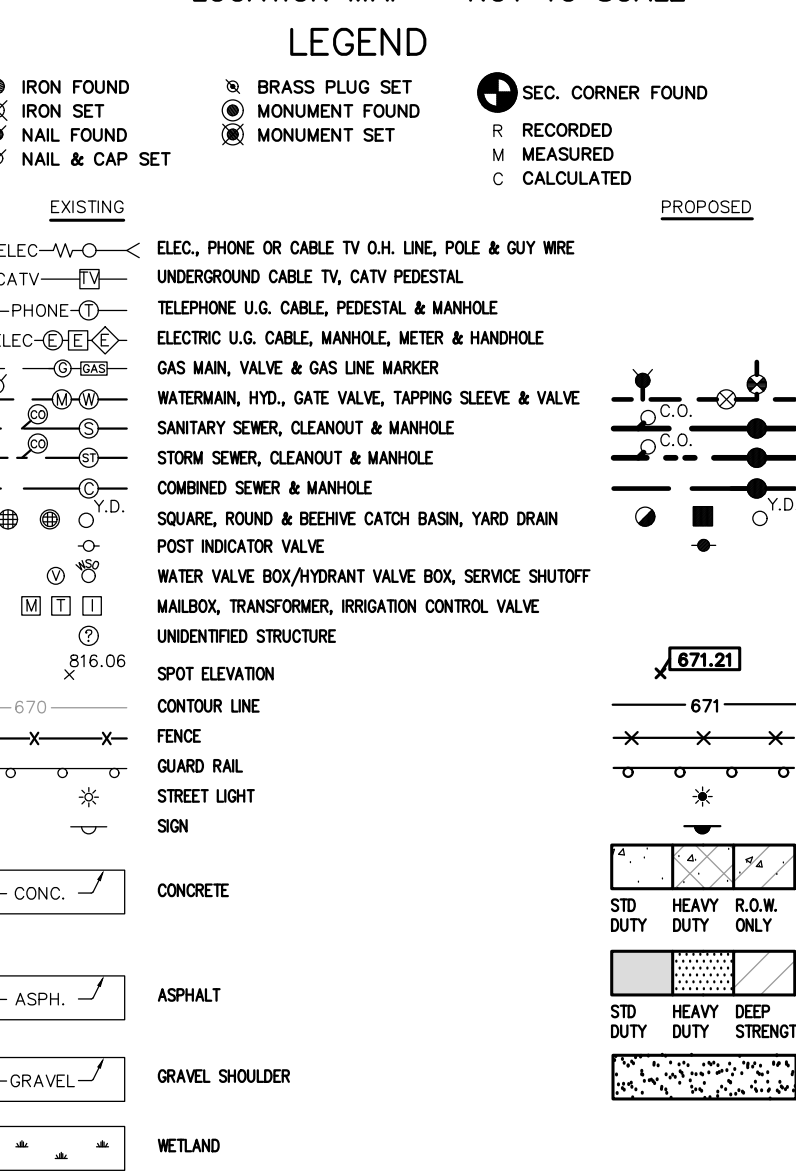
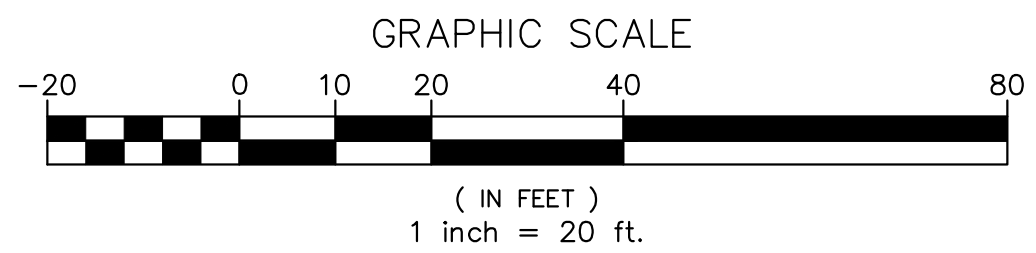
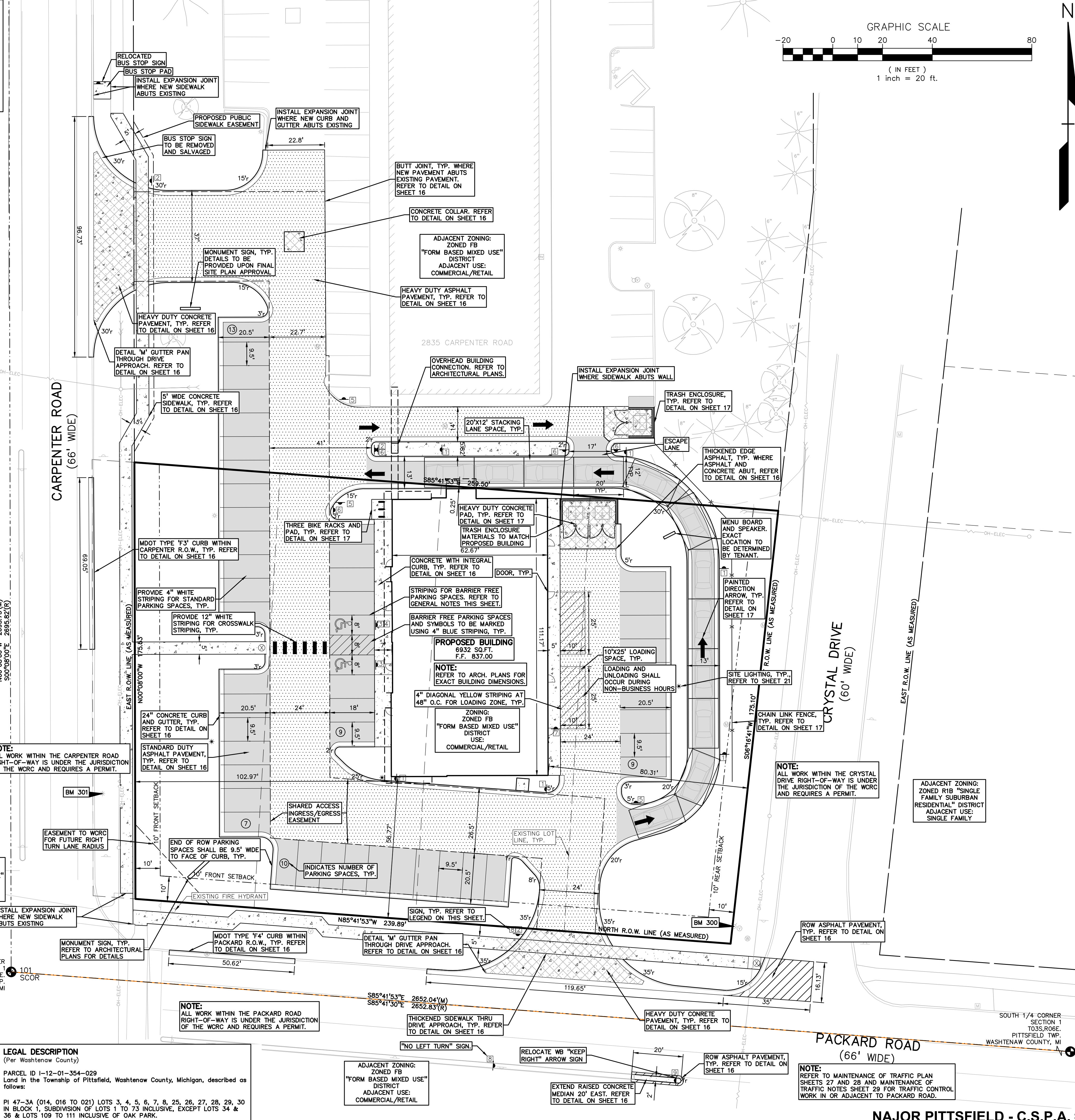
PARCEL ID 1-12-01-354-015
Land in the Township of Pittsfield, Washtenaw County, Michigan, described as follows:

HOLD SID - L 12-145-002-00 PI 47-1, 2, 31, 32 LOTS 1, 2, 31, 32 B1K 1 SUBDIVISION OF LOTS 1 TO 73 INCLUSIVE EXCEPT LOTS 34 & 36 AND LOTS 109 TO 111 INCLUSIVE OF OAK PARK.

LEGAL DESCRIPTION
(Per Washtenaw County)

PARCEL ID 1-12-01-354-029
Land in the Township of Pittsfield, Washtenaw County, Michigan, described as follows:

PI 47-3A (01A, 016 to 021) LOTS 3, 4, 5, 6, 7, 8, 25, 26, 27, 28, 29, 30 IN BLOCK 1, SUBDIVISION OF LOTS 1 TO 73 INCLUSIVE, EXCEPT LOTS 34 & 36 & LOTS 109 TO 111 INCLUSIVE OF OAK PARK.



NO.	DATE	REVISIONS
1	10/1/2017	ISSUED FOR PERMITS
2	10/1/2017	ISSUED FOR PERMITS
3	10/1/2017	ISSUED FOR PERMITS
4	10/1/2017	ISSUED FOR PERMITS
5	10/1/2017	ISSUED FOR PERMITS
6	10/1/2017	ISSUED FOR PERMITS
7	10/1/2017	ISSUED FOR PERMITS
8	10/1/2017	ISSUED FOR PERMITS
9	10/1/2017	ISSUED FOR PERMITS
10	10/1/2017	ISSUED FOR PERMITS
11	10/1/2017	ISSUED FOR PERMITS
12	10/1/2017	ISSUED FOR PERMITS



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600 N. OLD WOODWARD, SUITE 100
BIRMINGHAM, MICHIGAN 45009

SITE PLAN
NAJOR PITTSFIELD
PART OF THE SOUTHWEST 1/4 OF SECTION 1, T3S. R06E
PITTSFIELD TWP., WASHTENAW COUNTY, MICHIGAN

DES.	TJL	DN.	VBC	SUR.	JWMH	JPB
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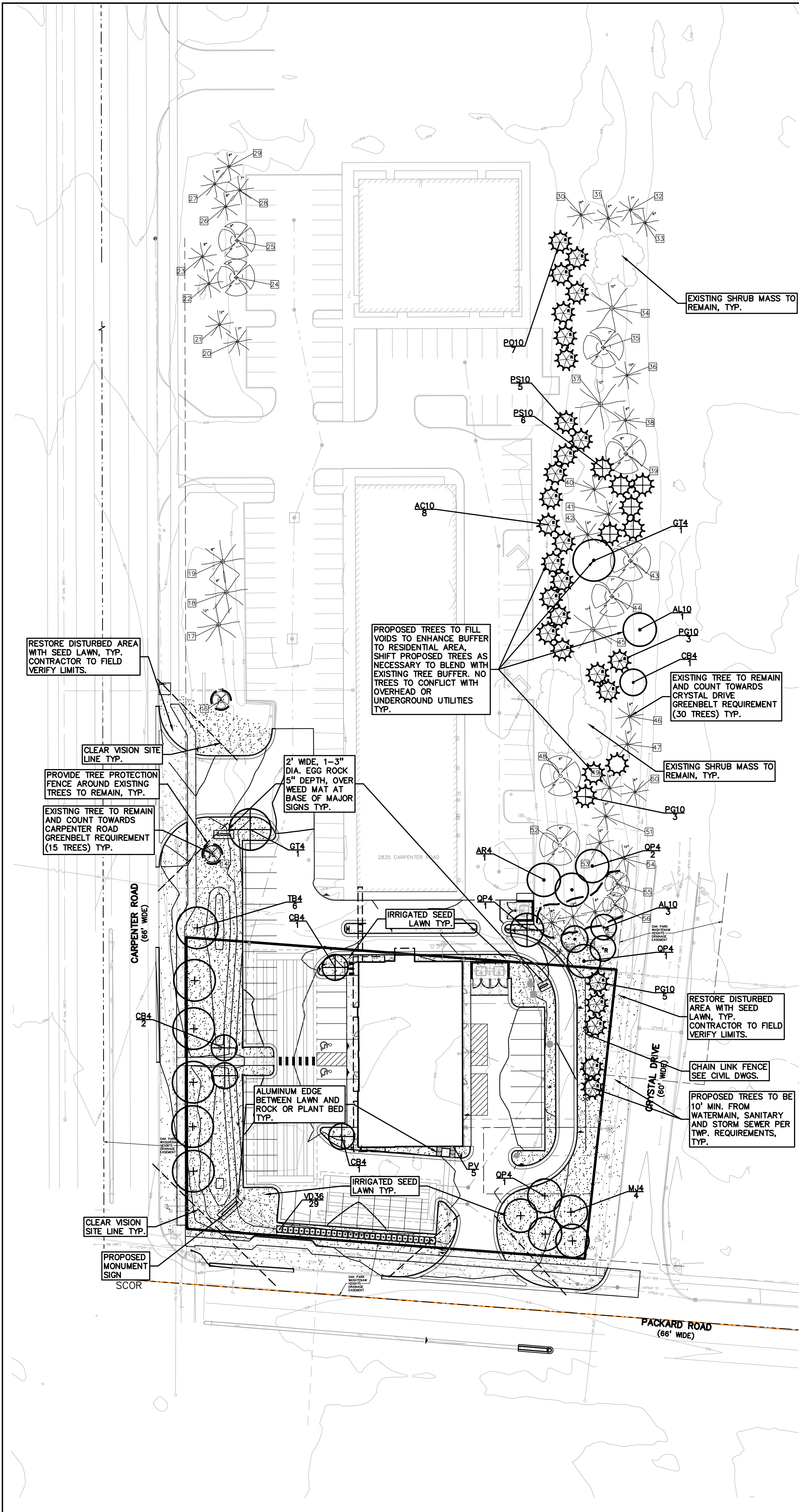
ORIGINAL ISSUE DATE:
JANUARY 20, 2020

PEA JOB NO. 2017-228

SCALE: 1" = 20'

DRAWING NUMBER:
6

REF: S:\PROJECTS\2017\2017228\DWG\TOP\BASE-17228.DWG
S:\PROJECTS\2017\2017228\DWG\CONSTRUCTION-V-BASE-17228.DWG
S:\PROJECTS\2017\2017228\DWG\CONSTRUCTION-V-TBLK-17228.DWG

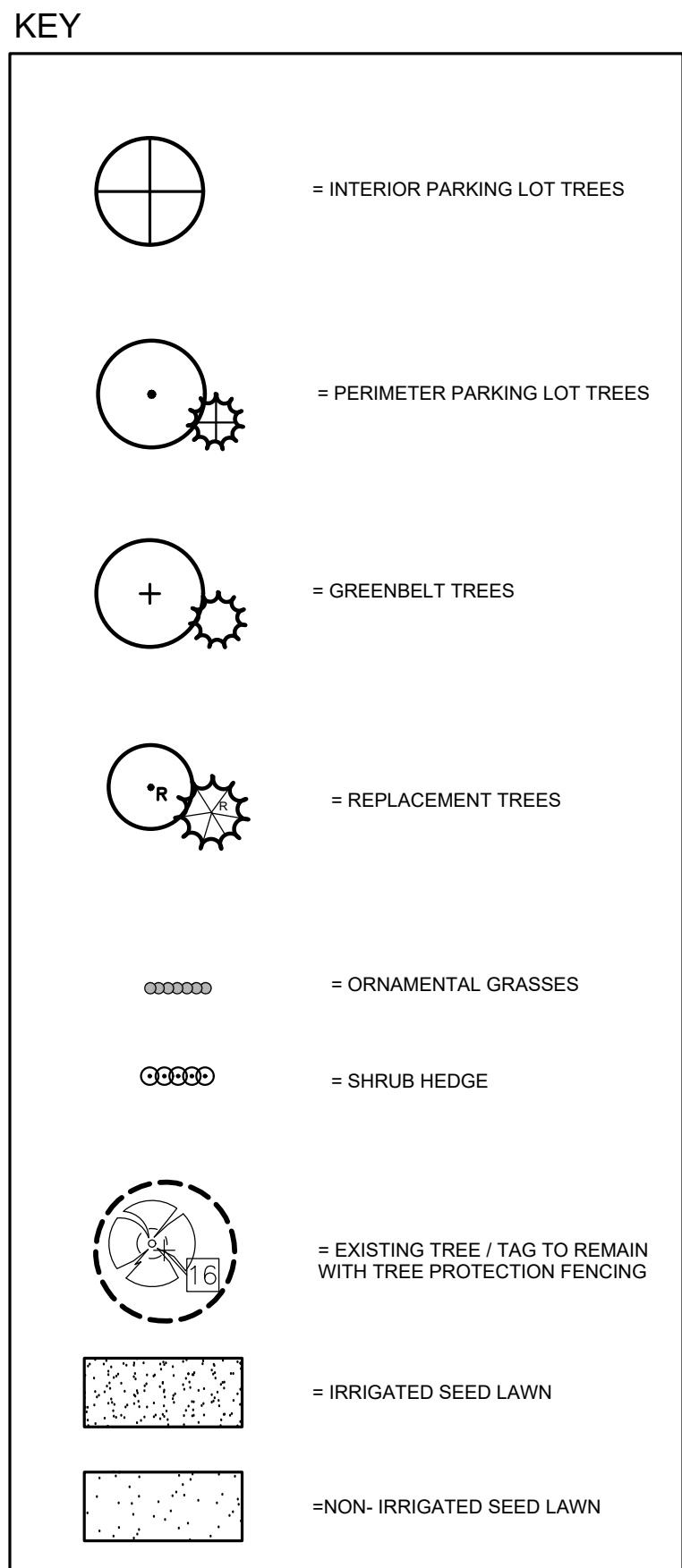


DECIDUOUS TREE PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC NATIVE
4	AL10	Allegheny Serviceberry	<i>Amelanchier laevis</i>	10' HL.	B&B Y
1	AR4	Redpointe Maple	<i>Acer rubrum 'Redpointe'</i>	4" Cal.	B&B NATIVE
5	CB4	Upright European Hornbeam	<i>Carpinus betulus 'Fastigiata' (columnar)</i>	4" Cal.	B&B NON-NATIVE
2	GT4	Skyline Honeylocust	<i>Gleditsia triacanthos 'Skyline' Inermis</i>	4" Cal.	B&B NATIVE
5	QP4	Regal Prince Oak	<i>Quercus robur x bicolor 'Long' (columnar)</i>	4" Cal.	B&B Y
4	MJ4	Marilee Crab	<i>Malus 'Jarmín' PP14337 (white, upright, fruitless)</i>	4" Cal.	B&B NON-NATIVE
6	TB4	Boulevard Linden	<i>Tilia americana 'Boulevard'</i>	4" Cal.	B&B NATIVE
27	TOTAL DEC.				

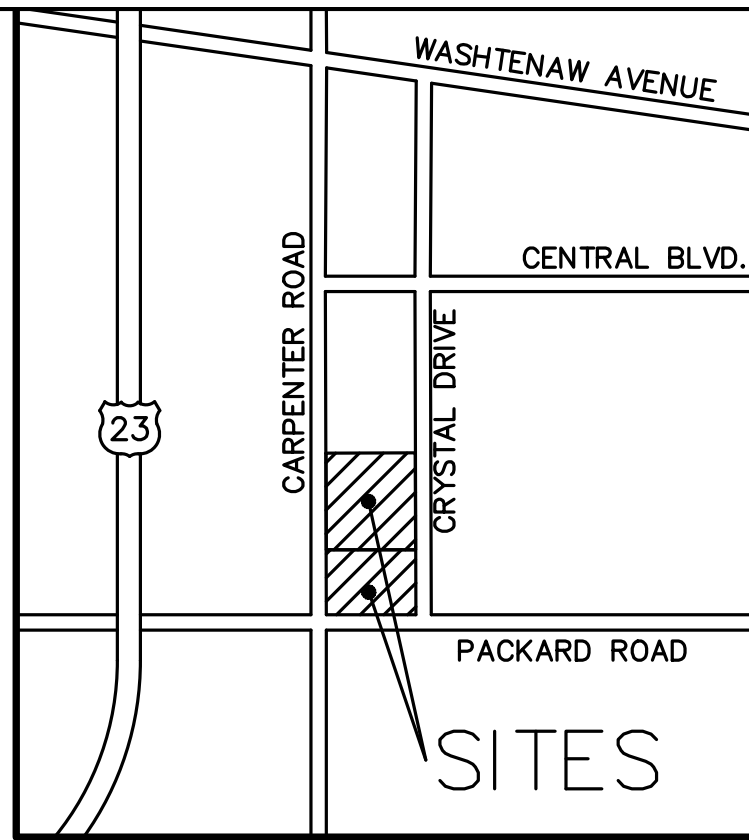
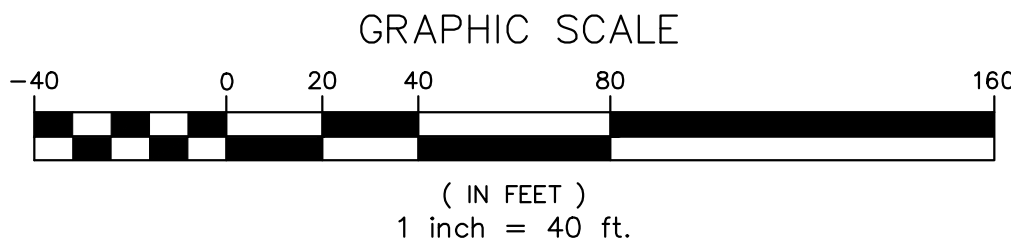
EVERGREEN TREE PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC NATIVE
8	AC10	Concolor Fir	<i>Abies concolor</i>	10' HL.	B&B NON-NATIVE
11	PG10	White Spruce	<i>Picea glauca</i>	10' HL.	B&B NATIVE
7	PO10	Serbian Spruce	<i>Picea omorika</i>	10' HL.	B&B NON-NATIVE
11	PS10	Eastern White Pine	<i>Pinus strobus</i>	10' HL.	B&B NATIVE
37	TOTAL EVG.				
64	TOTAL TREES - 64% NATIVE SPECIES				

SHRUB PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC NATIVE
29	VD36	Blue Muffin Viburnum	<i>Viburnum dentatum 'Christom'</i>	36" HL.	Cont. NATIVE
29	TOTAL SHRUBS - 100% NATIVE				

PERENNIAL PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC NATIVE
5	PV	Shenandoah Switch Grass	<i>Panicum virgatum 'Shenandoah'</i>	1 Gal.	Cont. NATIVE
5	TOTAL PERENNIALS - 100% NATIVE				



LANDSCAPE CALCULATIONS: PER PITTSFIELD TOWNSHIP ZONING ORDINANCE (FB – FORM BASED MIXED USE DISTRICT)
ALL LANDSCAPE REQUIRED TO BE 50% NATIVE SPECIES
INTERIOR PARKING LOT LANDSCAPE REQUIRED: 1 TREE PER 8 SPACES & 5% OF PARKING PAVT. LANDSCAPED 48 SPACES / 8 = 6 TREES REQUIRED & 5% OF 17,593 SF = 880 SF OF LANDSCAPE AREA PROVIDED: 6 TREES & 1,750 SF OF LANDSCAPE AREA
PERIMETER PARKING LOT REQUIRED: 1 TREE PER 40 LF OF PARKING LOT PERIMETER 597 LF OF LOT PERIMETER / 40 = 14.9 TREES PROVIDED: 15 TREES NOTE: 9 OF THE 15 PERIMETER PARKING LOT TREES ARE LOCATED ON THE NORTHEASTERN PORTION OF THE SITE TO HELP INCREASE VISIBILITY ALONG CARPENTER RD. AND TO HELP BUFFER THE SITE FROM RESIDENTIAL PROPERTIES TO THE EAST PER THE DIRECTION OF THE TOWNSHIP
SITE LANDSCAPE REQUIRED: 20% OF ENTIRE SITE LANDSCAPED 20% OF 43,690.68 SF = 8,739 SF PROVIDED: 20,750 SF OF ENTIRE SITE LANDSCAPED (47.5%)
GREENBELT LANDSCAPE REQUIRED: 1 DECIDUOUS TREE PER 30 LF OF PUBLIC RD. FRONTAGE CARPENTER RD: 643.05' / 30LF = 21.43 TREES REQUIRED PACKARD RD: 210.89' / 30LF = 7.02 TREES REQUIRED CRYSTAL DR: 662.87' / 30LF = 22.1 TREES REQUIRED PROVIDED: CARPENTER RD.: 6 PROPOSED TREES AND 15 EXISTING TREES TO REMAIN PACKARD RD.: 5 PROPOSED TREES AND 2 EVERGREEN TREES IN NE PORTION OF SITE CRYSTAL DR.: 30 EXISTING TREES TO REMAIN NOTE: 2 OF THE 7 PROPOSED TREES ALONG PACKARD ARE LOCATED ON THE NORTHEASTERN PORTION OF THE SITE TO HELP INCREASE VISIBILITY ALONG PACKARD / CARPENTER RD. AND TO HELP BUFFER THE SITE FROM RESIDENTIAL PROPERTIES TO THE EAST PER THE DIRECTION OF THE TOWNSHIP
TREE REMOVAL / REPLACEMENT 23 TOTAL TREES REMOVED (DOES NOT INCLUDE POOR OR DEAD TREES): REQUIRED: HERITAGE TREES: TOTAL DBH X 150% = CAL. INCHES TO REPLACE 0" OF DBH X 150% = 0" CAL./3" CAL. = 0 TREES NON-HERITAGE TREES: TOTAL DBH 100% = CAL. INCHES TO REPLACE 187" OF DBH X 100% = 187" CAL./4" CAL. = 46.75 TREES PROVIDED: 28, 10' HT. EVG. AND 2, 10' HT. DECIDUOUS TREES = 120" REPLACEMENT ADDITIONALLY THE PARKING LOT INTERIOR, PERIMETER, AND GREENBELT TREES WERE UPSIZED FROM THE 2" REQ. TO 4" CAL.: 34 x 2" INCREASE = 68" ADDITIONAL REPLACEMENT 120" REPLACEMENT TREES + 68" INCREASED STARTING SIZE = 188" REPLACEMENT PROVIDED



GENERAL PLANTING 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. CONTRACT 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 THE 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 FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT THREADED 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 4" SHREDDED HARDWOOD BARK MULCH WITH PRE EMERGENT, SEE SPECIFICATIONS. SHREDDED PALETTE AND DYED MULCH WILL NOT BE ACCEPTED.
- ALL LANDSCAPED AREAS SHALL RECEIVE 3" COMPACTED TOPSOIL.
- SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.

NOTE:

PER TOWNSHIP REQUIREMENT, PROPOSED TREES SHALL BE PLANTED A MINIMUM OF 10' OFF OF THE WATER MAIN, SANITARY SEWER AND STORM SEWER

NO.	DATE	DESCRIPTION
1	10/1/2019	FINAL SITE PLAN SUBMITTAL
2	10/1/2019	PER WORK COMMENTS
3	10/1/2019	PER WORK COMMENTS
4	10/1/2019	PER WORK COMMENTS
5	10/1/2019	PER WORK COMMENTS
6	10/1/2019	PER WORK COMMENTS
7	10/1/2019	PER WORK COMMENTS
8	10/1/2019	PER WORK COMMENTS
9	10/1/2019	PER WORK COMMENTS
10	10/1/2019	PER WORK COMMENTS
11	10/1/2019	PER WORK COMMENTS
12	10/1/2019	PER WORK COMMENTS



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f: 248.689.1044
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4025 PACKARD, LLC 600 N. OLD WOODWARD, SUITE 100 BIRMINGHAM, MICHIGAN 45009	LANDSCAPE PLAN NAJOR PITTSFIELD PART OF THE SOUTHWEST 1/4 OF SECTION 1, T3S. R9E PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN	DES. JRG SUR. JWMH P.M. JPB
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ORIGINAL ISSUE DATE:
JANUARY 20, 2020
PEA JOB NO. 2017-228
SCALE: 1" = 40'
DRAWING NUMBER:

Proposed
MULTI-TENANT

4025 PACKARD ST
PITTSFIELD TWP, MI
48108

REV	05-19-21	ISSUED FOR REVIEW
	DATE	ISSUED

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SEAL:

DRAWN BY: RY
CHECKED BY: VW, JR
IN CHARGE: WV
SHEET NAME:
PRELIMINARY PLAN
& ELEVATIONS

JOB NO:

21-10

SHEET NO:

30 PE-1

EXTERIOR FINISH KEY

- 1

2

3

4

5

6

7

8

9

10

11

12
- STOREFRONT**
THERMALLY BROKEN ALUM. FRAME
W/INSULATED GLAZING
MFR: TBD COLOR: CLEAR ANODIZED
- DENOTES SPANDREL GLAZING

SPLIT-FACE BLOCK VENEER #1
MFR: T.B.D.
COLOR: DARK GRAY

SPLIT-FACE BLOCK VENEER #2
MFR: T.B.D.
COLOR: MEDIUM GRAY

BLOCK VENEER #1
MFR: T.B.D.
COLOR: LIGHT GRAY

BLOCK VENEER #2
MFR: T.B.D.
COLOR: LIGHT GRAY

STONE BAND
MFR: T.B.D.
COLOR: DARK GRAY

WOOD SIDING
COLOR: NATURAL

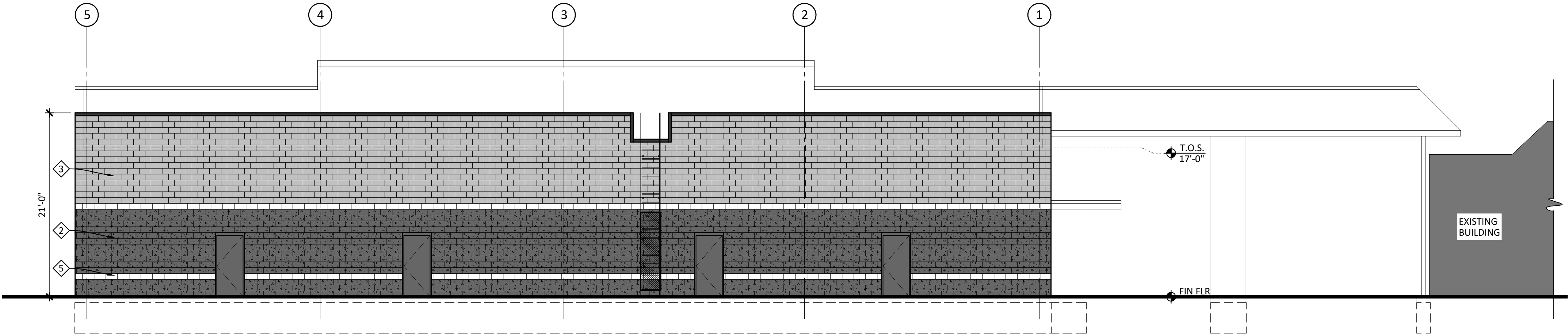
METAL TRIM
MFR: UNAGLAD
COLOR: CHARCOAL

LIGHTING
SCONCE FIXTURE
T.B.D.

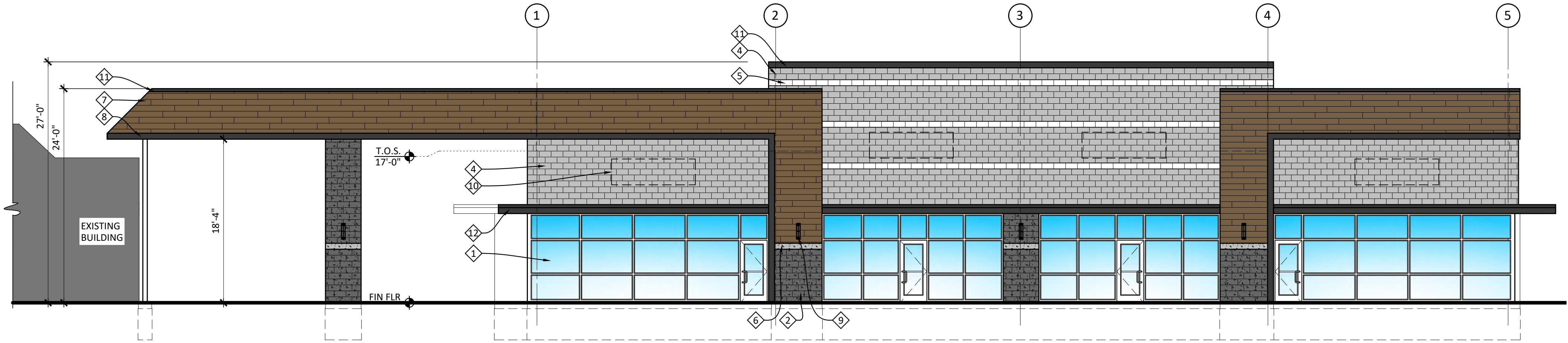
SIGNAGE
SIGNAGE ALLOWED: VERIFY MAX. SQ. FT.
SIGNAGE SHALL BE SUBMITTED PER TENANT.

PREFINISHED METAL COPING
MFR: FIRESTONE
COLOR: CHARCOAL

STEEL CANOPY
COLOR: MATTE BLACK

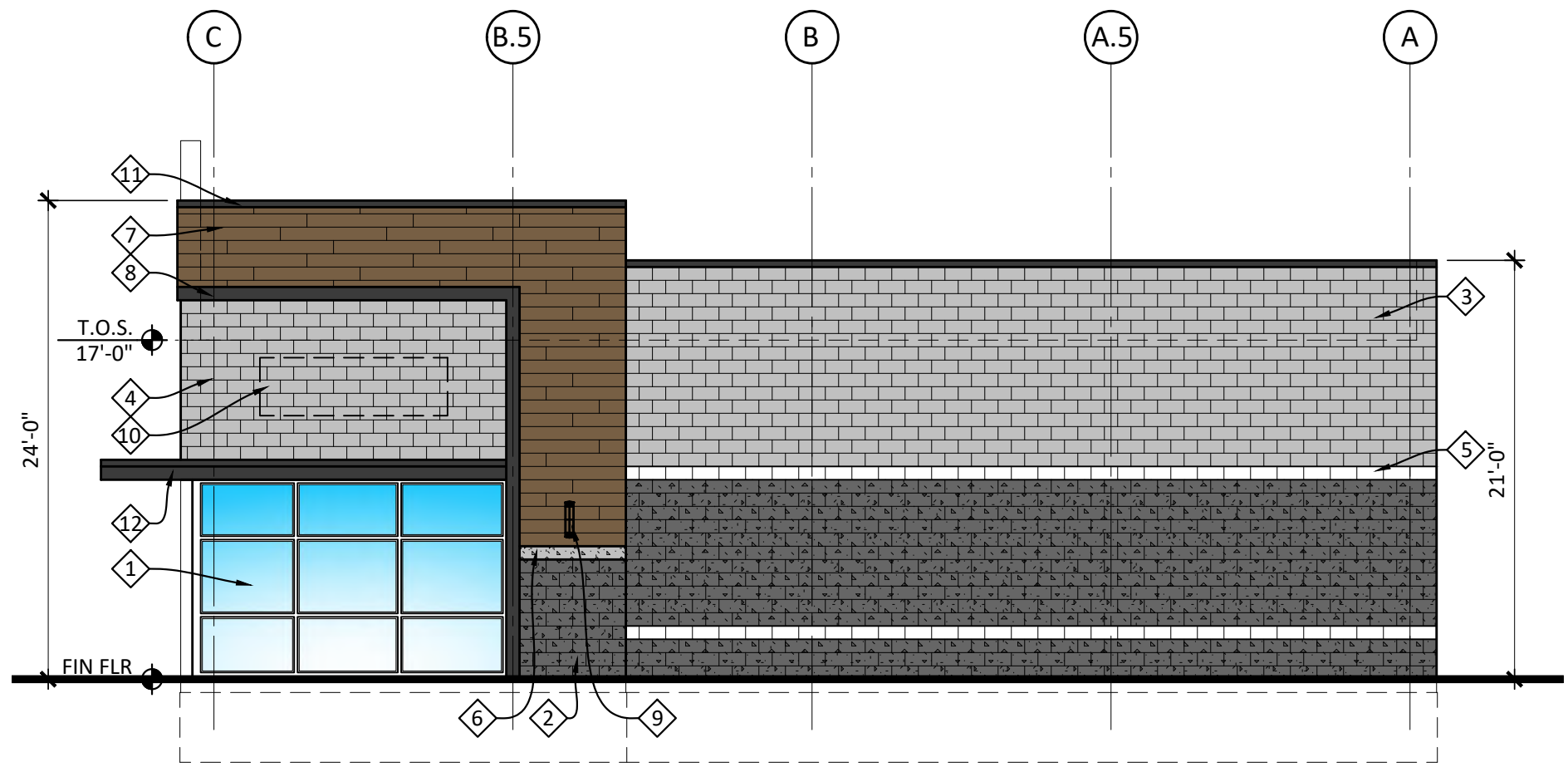


PRELIMINARY WEST ELEVATION
SCALE: 1/8" = 1'-0"

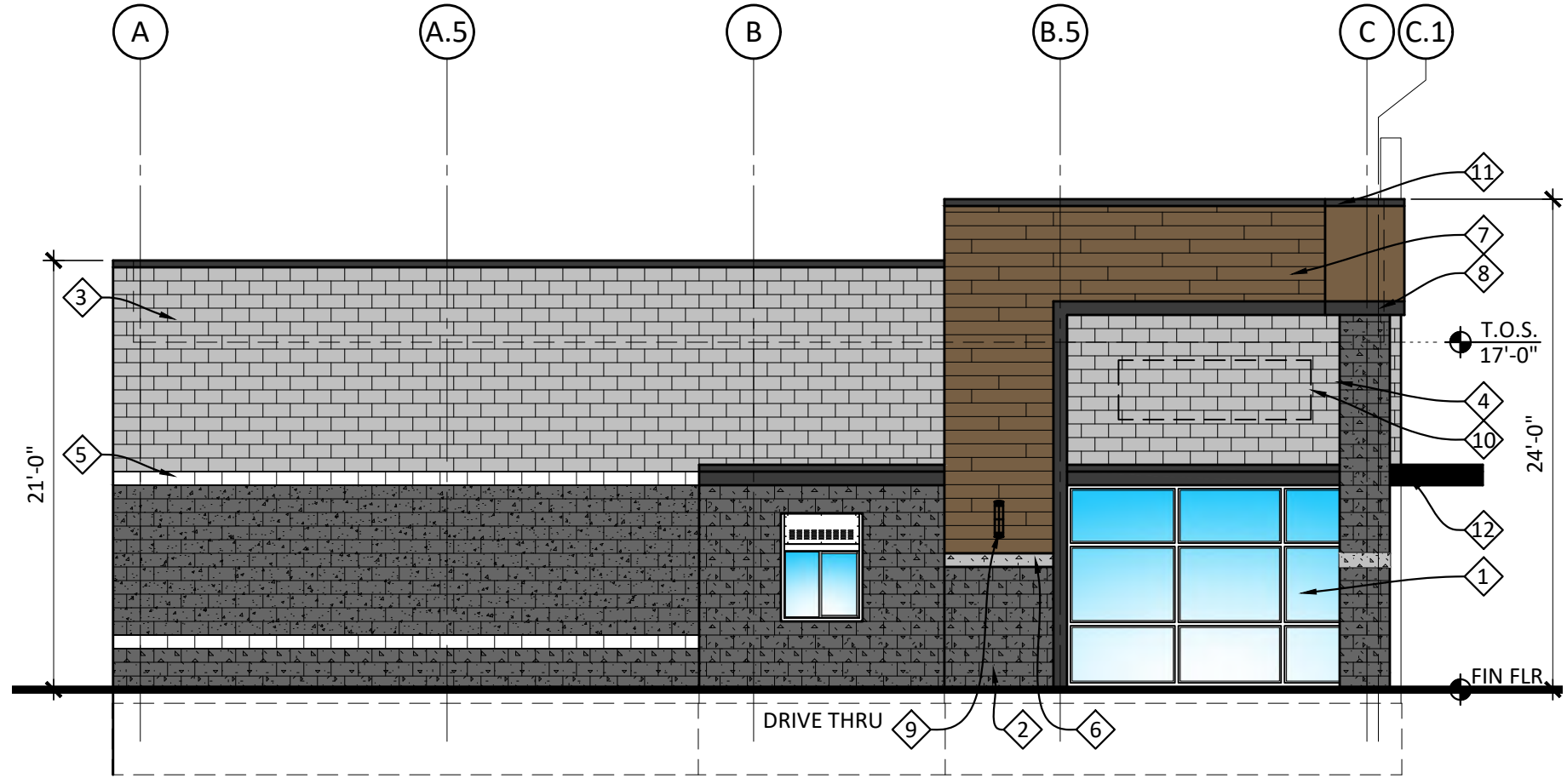


PRELIMINARY EAST ELEVATION
SCALE: 1/8" = 1'-0"

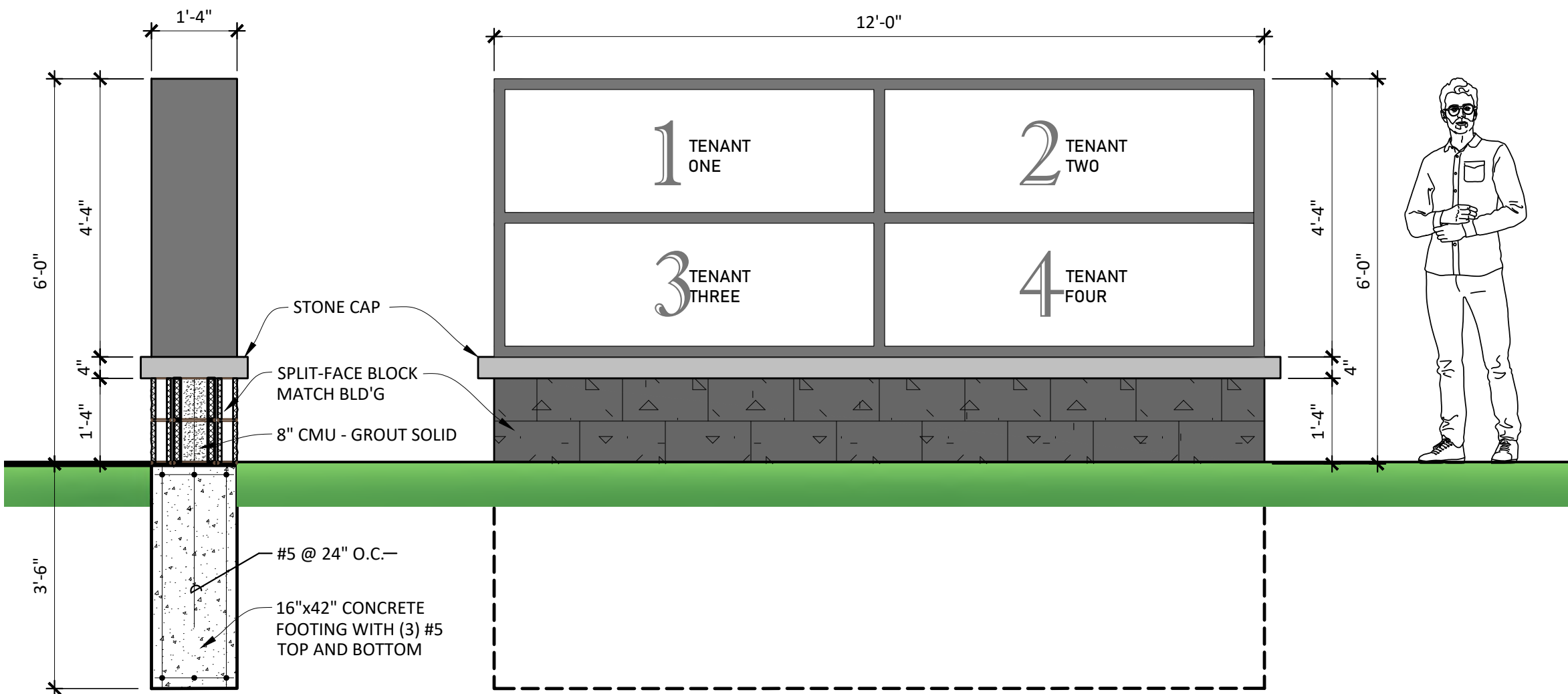
SIGNAGE REQUIREMENTS		
ORD. SECTION	REQUIRED	PROPOSED
	WALL SIGN: TOTAL NUMBER : 1 PER TENANT AREA : 100 FT²	
TABLE 15.07	GROUND SIGN - ONE SIGN AREA : MAX 60 FT² HEIGHT : 6 FT MAX.	PROVIDED 52 FT² 6 FT
TABLE 15.07	SETBACK : MIN. 10 FEET FROM PROPERTY LINE	



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



PRELIMINARY SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



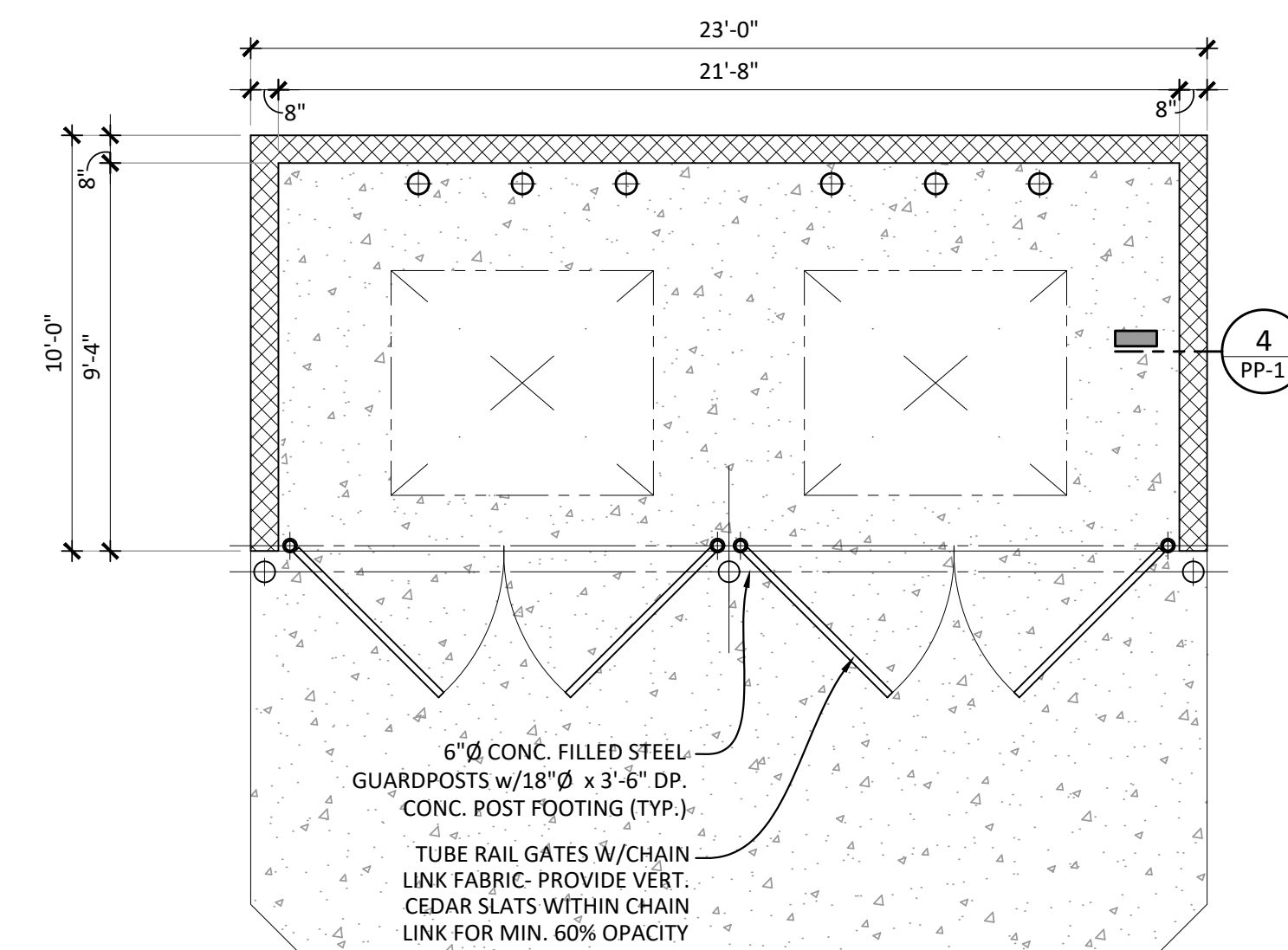
MONUMENT SIGN
SCALE: 1/2" = 1'-0"

5

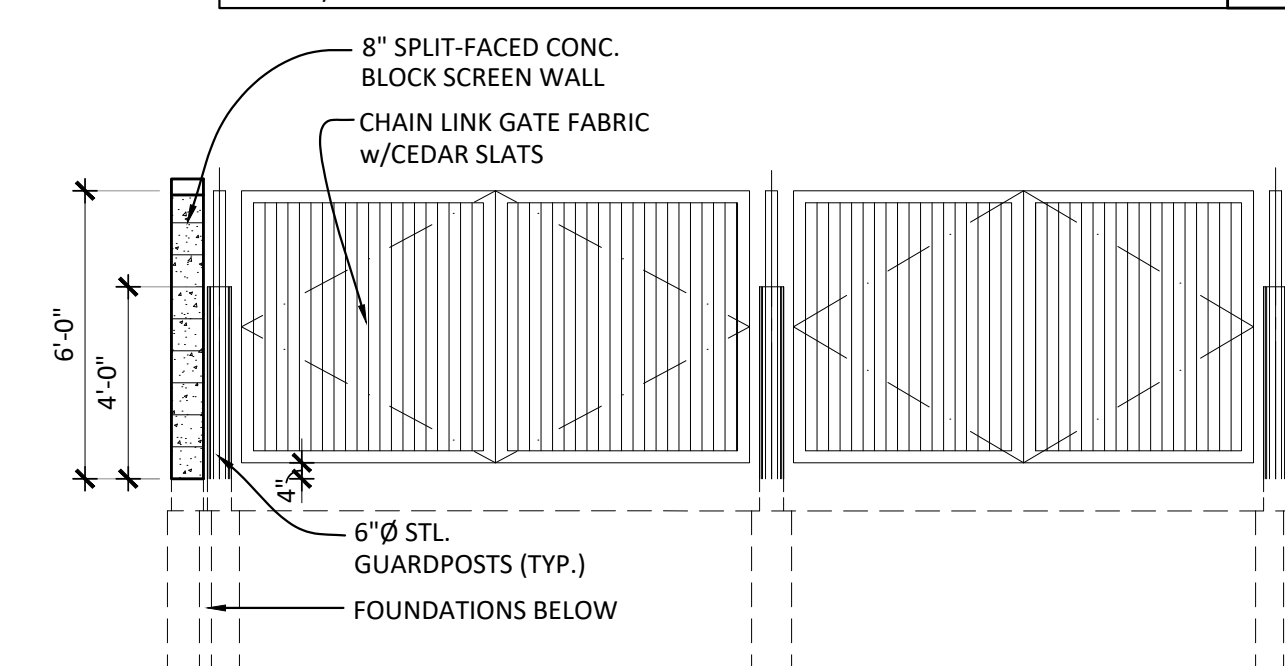


Proposed
MULTI-
TENANT

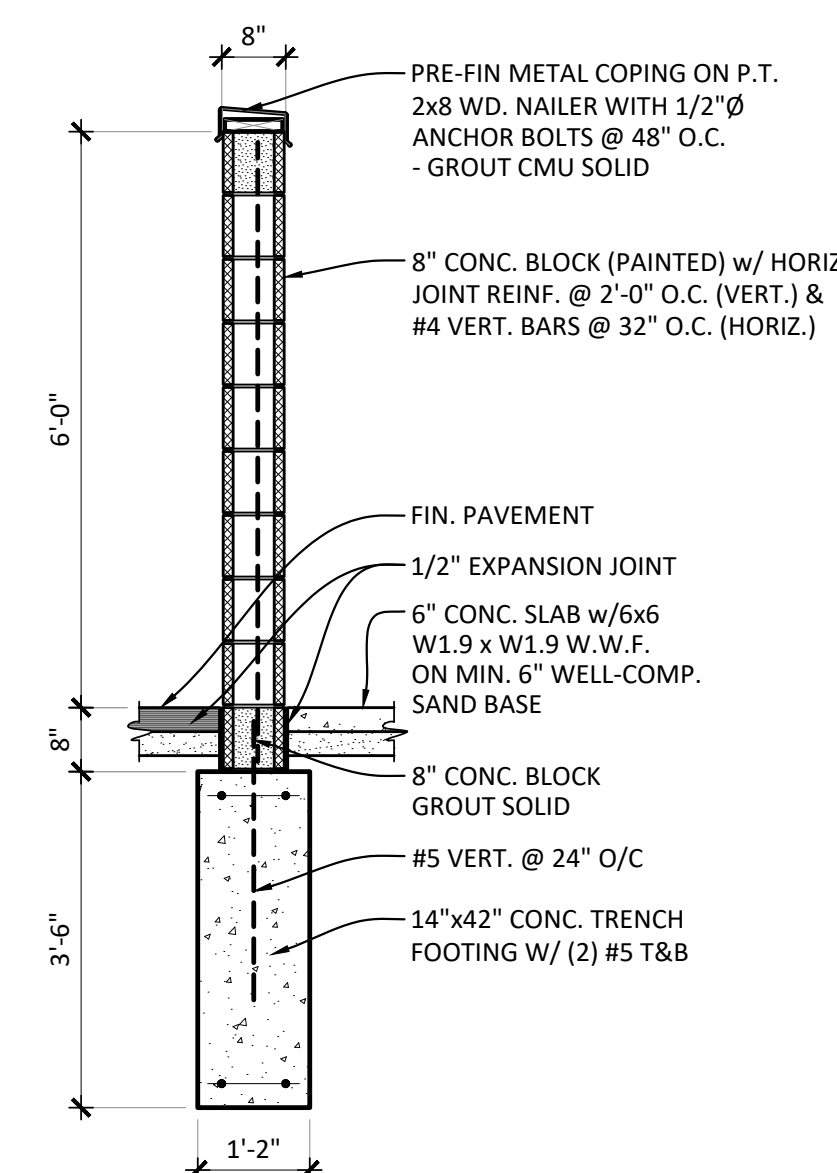
4025 PACKARD ST
PITTSFIELD TWP, MI
48108



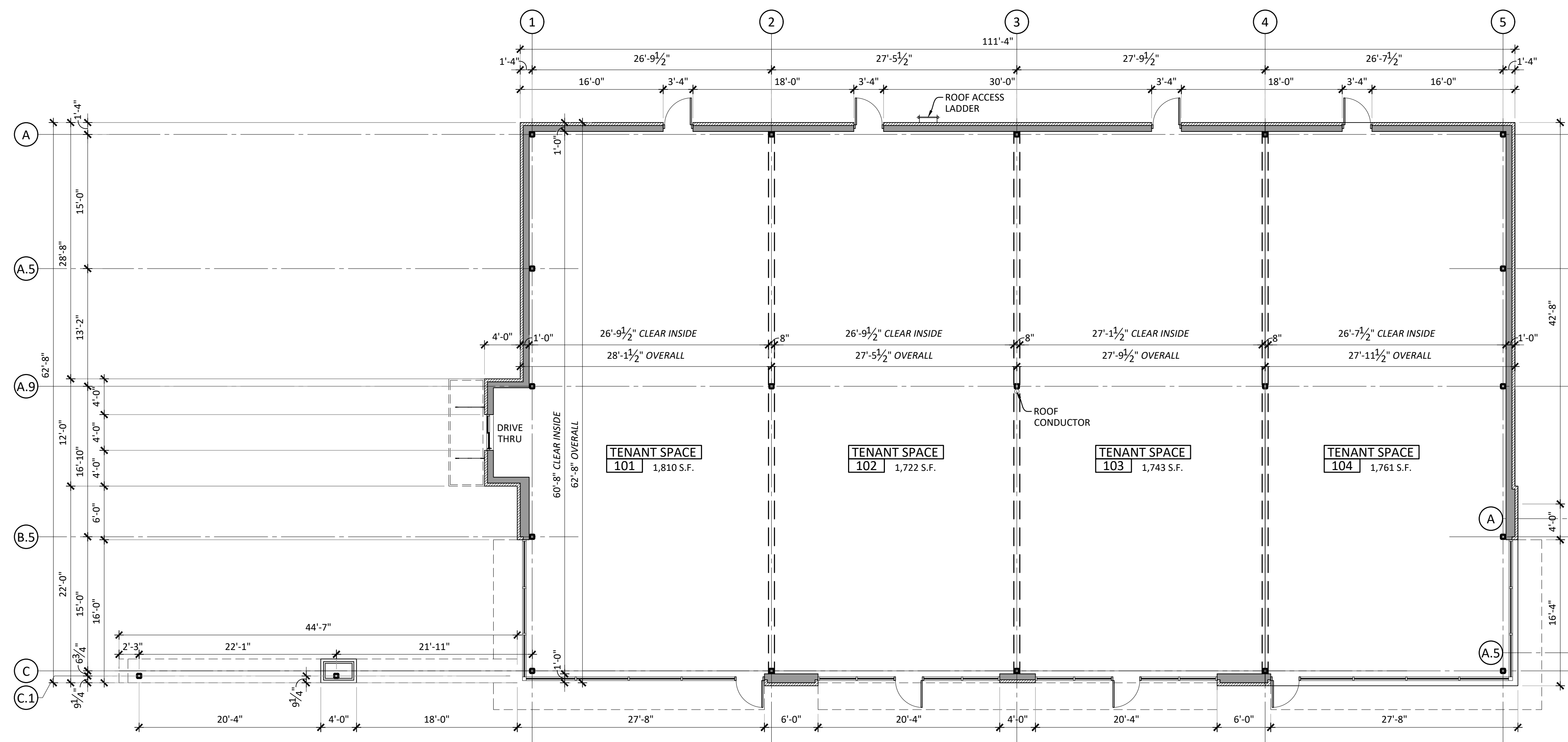
PLAN	3
SCALE: 1/4" = 1'-0"	



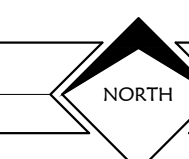
ELEVATION	2
SCALE: 1/4" = 1'-0"	



TRASH ENCLOSURE DETAIL	4
SCALE: 1/2" = 1'-0"	



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



--	--

DRAWN BY:	RY
CHECKED BY:	VW, JR
IN CHARGE:	WV

SHEET NAME:
PRELIMINARY PLAN
& ELEVATIONS

JOB NO:

21-10

SHEET NO

31 PP-1

Appendix D

**4025 Packard Redevelopment Project
4025 Packard Road, Pittsfield Township, Michigan**

**SUMMARY OF PRIOR ASSESSMENTS AND
DOCUMENTATION OF ACT 381 ELIGIBILITY**

For the property located at 4025 Packard Road, Ann Arbor, Michigan, the following site investigation documents have been prepared:

Name of Report	Date of Report	Company that Prepared Report
UST Removal Sampling	May 10-14, 1993	ATEC Associates Inc.
Subsurface Investigation	Aug. 1993 – Sept. 1994	ATEC Associates Inc
Subsurface Investigation	March 1998 – Nov. 1994	ATC Associates Inc
Site Investigation Report	April 2008	NESA and Associates
Site Investigation Report	October 2009	ATC Associates Inc
Baseline Environmental Assessment	December 30, 2010	Yeoman Group, LLC
Site Investigation	November 16-18, 2011	ATC Associates Inc
Site Investigation	October 2012	ATC Associates Inc
Site Status Report	August 10, 2021	Atlas Technical

May 1993 – Underground Storage Tank (UST) Removal Sampling (ATEC)

On May 10-14, 1993, ATEC supervised the removal of four (4) 8,000-gallon underground storage tanks (USTs) located southeast of the retail convenience store building, and one (1) 550-gallon waste oil UST located northeast of the retail building. Samples were collected from the sidewall for each excavation area.

- Samples collected from the north wall of the 550-gallon waste oil tank excavation identified the presence of benzene, toluene, ethylbenzene, xylene, (BTEX) and methyl tert-butyl ether (MTBE).
- Samples collected from the south wall of the four (4) 8,000-gallon UST excavation identified the presence of BTEX.
- Samples collected from the east wall of the four (4) 8,000-gallon UST excavation identified the presence of BTEX and MTBE.

August 1993 – September 1994 - Subsurface Investigation (ATEC)

From August 10, 1993 through September 19, 1994, ATEC supervised the advancement of twelve (12), on-site and off-site, soil borings (SB-1 through SB-12) to a maximum depth of 29 feet below ground surface (bgs). All borings were converted into monitoring wells (MW-1 through MW-12). Soil samples were collected from each boring and analyzed for BTEX, MTBE, and total lead. Groundwater samples were analyzed for

BTEX, MTBE, and dissolved lead. Of note, free product was discovered in MW-1 on July 24, 1994.

March 1998 – September 1999 - Subsurface Investigation (ATEC)

From March 1998 through November 1999, ATC supervised the advancement of seven (7), on-site and off-site, soil borings (SB-13 through SB-19) to a maximum depth of 40 feet bgs. All borings were converted into monitoring wells (MW-13 through MW-19). Soil samples were collected from each boring and analyzed for BTEX, MTBE, naphthalene, 2-methylnaphthalene, 1,2,4-trimethylbenzene (1,2,4-TMB), and trimethylbenzene (1,3,5-TMB). Groundwater samples were analyzed for BTEX, MTBE, naphthalene, 2-methylnaphthalene, 1,2,4-TMB, 1,3,5-TMB, and dissolved lead.

April 2008 – Site Investigation Report (NESA)

From March 10 through 14, 2008, 22 soil borings (NB-8 through NB-29) were advanced to a maximum depth of 30-feet bgs. Soil samples were collected and analyzed for BTEX, MTBE, naphthalene, 2-methylnaphthalene, 1,2,4-TMB, and 1,3,5-TMB. Analytical results for eleven (11) of the 76 soil samples collected from the unsaturated zone indicated concentrations of unleaded gasoline constituents above the applicable Tier I Risk-Based Screening Levels (RBSLs) for one or more of the following relevant exposure pathways: Drinking water protection, Groundwater Contact, Soil Direct Contact, Soil Volatilization to Indoor Air Inhalation.

October 2009 – Site Investigation Report (ATC)

ATC conducted the 4th Quarter groundwater sampling and monitoring event on October 8, 2009. Monitoring wells MW-1 through MW-4, MW-6 through MW-8, MW-11 through MW-13, MW-17, and MW-23 through MW-29 located on-site and off-site. Groundwater samples were collected for analysis of unleaded gasoline constituents. Results indicated that unleaded gasoline constituents were detected in on-site monitoring wells MW-1, MW-26, MW-27, and MW-28 exceeded the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Response and Remediation Division (RRD) Drinking Water and/or Groundwater Surface Water Interface RBSLs. The results also indicated that impacted groundwater concentrations are stable or slowly attenuating.

December 2010 – Baseline Environmental Assessment (Yeoman)

On December 20, 2010, The Yeoman Group, LLC filed a baseline environmental assessment with EGLE prior to the acquisition of the property by 4025 Packard, LLC. Review of subsurface soil and groundwater data from 2008 and 2009 revealed that subsurface soil and groundwater contamination is present at levels in excess of current Part 213 Tier 1 RBSLs. Therefore, the property was considered a “facility”, as defined in Part 201 of P.A. 451 of the Michigan Natural Resources and Environmental Protection Act (NREPA).

November 2011 – Site Investigation (ATC)

From November 16-18, 2011, seven (7) soil borings (SB-1 through SB-7) were advanced to a maximum depth of 37-feet bgs. Soil samples were collected and analyzed for BTEX, MTBE, naphthalene, 1,2,4-TMB, 1,3,5-TMB, and 2-methylnaphthalene. Analytical results for the soil samples collected from borings SB-3, SB-5, and SB-6 indicated concentrations of unleaded gasoline constituents above the applicable Tier I RBSLs for one or more of the following relevant exposure pathways: Drinking water protection, Groundwater Contact, Soil Direct Contact, Soil Volatilization to Indoor Air Inhalation.

Groundwater samples were collected at monitoring well locations MW-30 through MW 33 and analyzed for BTEX, MTBE, naphthalene, 1,2,4-TMB, 1,3,5-TMB, and 2-methylnaphthalene. Results indicated that no unleaded gasoline constituents were detected in concentrations that exceeded EGLE RRD Drinking Water and/or Groundwater Surface Water Interface RBSLs.

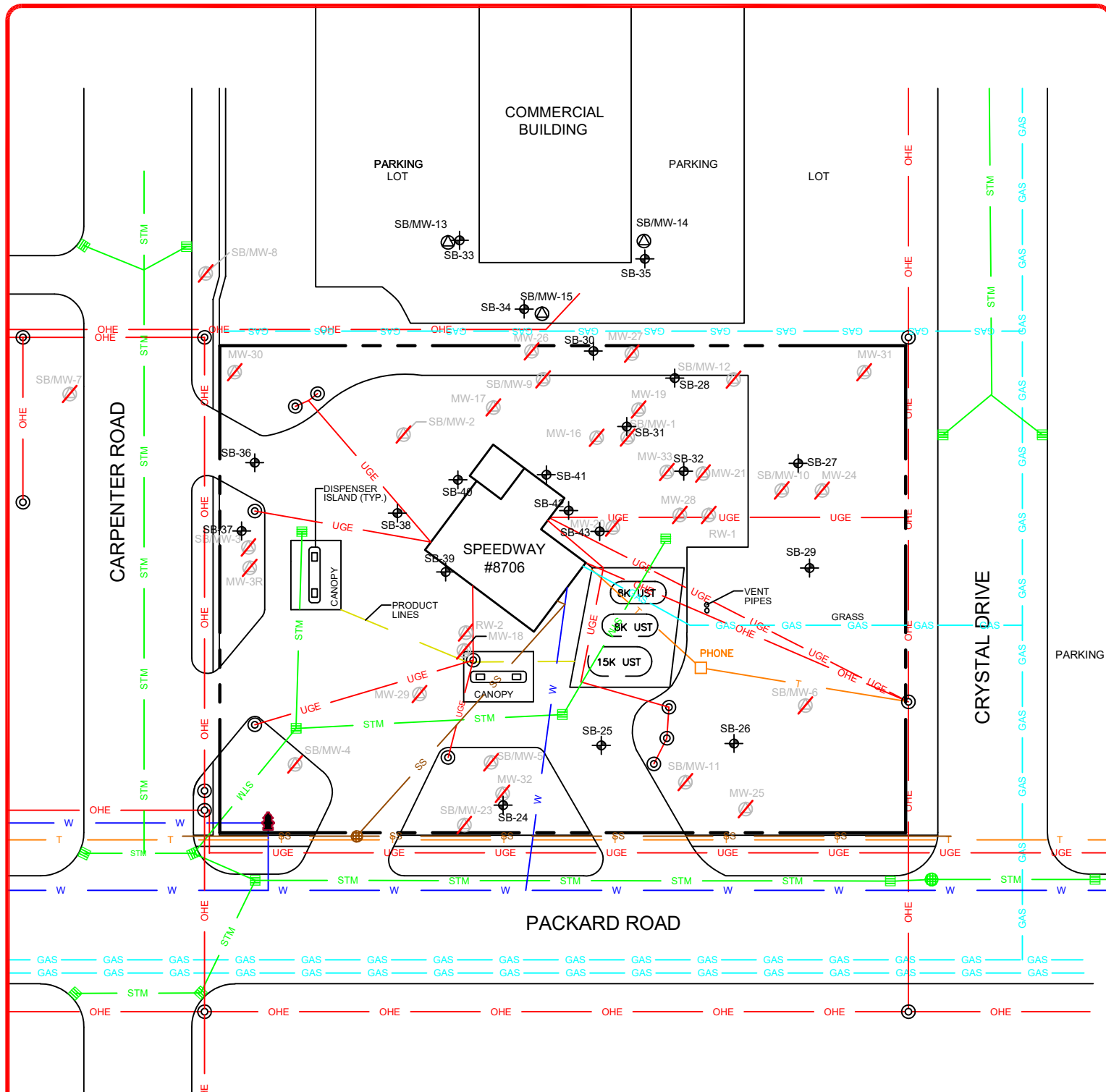
October 2012 – Site Investigation (ATC)

On October 9, 2012, groundwater samples were collected at monitoring well locations MW-1, MW-4, MW-6, MW-8, MW-9, MW-12, MW-13, MW-18 through MW-21, MW-24 through MW-28, and MW 30 through MW-33 and analyzed BTEX, MTBE, naphthalene, 1,2,4-TMB, 1,3,5-TMB, and 2-methylnaphthalene. Results indicated that unleaded gasoline constituents were detected in concentrations that exceeded EGLE RRD Drinking Water and/or Groundwater Surface Water Interface Risk-Based Screening Levels (RBSLs).

August 2021 – Site Status Report (Atlas Technical)

On March 11, 2021, groundwater samples were collected from the following twenty-one (21) monitoring and recovery wells: MW-02, MW-03R, MW-06, MW-09, MW-11, MW-12, MW-17, MW-18, MW-19, MW-21, MW-24 through MW-30, MW-32, MW-33, RW-01 and RW-02. The samples were analyzed for the presence of the EGLE unleaded gasoline Chemicals of Concern (CoCs): benzene, toluene, ethylbenzene, and total xylenes (BTEX), methyl-tert-butyl ether (MTBE), 1,2,4-trimethylbenzene (1,2,4-TMB), 1,3,5 trimethylbenzene (1,3,5-TMB), naphthalene, and 2-methylnaphthalene. EGLE unleaded gasoline CoCs were detected at concentrations reported above the applicable cleanup criteria in the groundwater samples collected from monitoring and recovery wells MW-09, MW-18, MW-21, MW-26, MW-27, MW-28, MW-33, and RW-01.

From May 11-14, 2021, twenty (20) soil borings (SB-24 through SB-43) were advanced to a maximum depth of 35-feet bgs. Soil samples were collected and analyzed for BTEX, MTBE, naphthalene, 1,2,4-TMB, 1,3,5-TMB, and 2-methylnaphthalene. EGLE unleaded gasoline CoCs were detected at concentrations reported above the applicable clean-up criteria in soil samples collected from borings SB-31, SB-32, SB-38, SB-42, and SB-43.

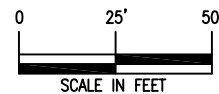


- MONITORING WELL
- ABANDONED/ DESTROYED MONITORING WELL
- SOIL BORING
- MANHOLE/CATCH BASIN
- LIGHT/ UTILITY POLE
- FIRE HYDRANT

LEGEND

- PROPERTY LINE
- SS SANITARY SEWER LINE
- STM STORM SEWER LINE
- W WATER LINE
- GAS GAS LINE
- OHE OVERHEAD ELECTRICAL LINE
- T TELEPHONE LINE
- UGE UNDERGROUND ELECTRICAL LINE

BGS - DEPTH BELOW GROUND SURFACE
DIA. - DIAMETER



46555 HUMBOLDT DRIVE, SUITE 100
NOVI, MI 48377
PH: 248-669-5140
FAX: 248-669-5147
WEBSITE: WWW.ONEATLAS.COM

DATE:
06/29/2021

DRAWN BY:
JBS

REVIEWED BY:
LS

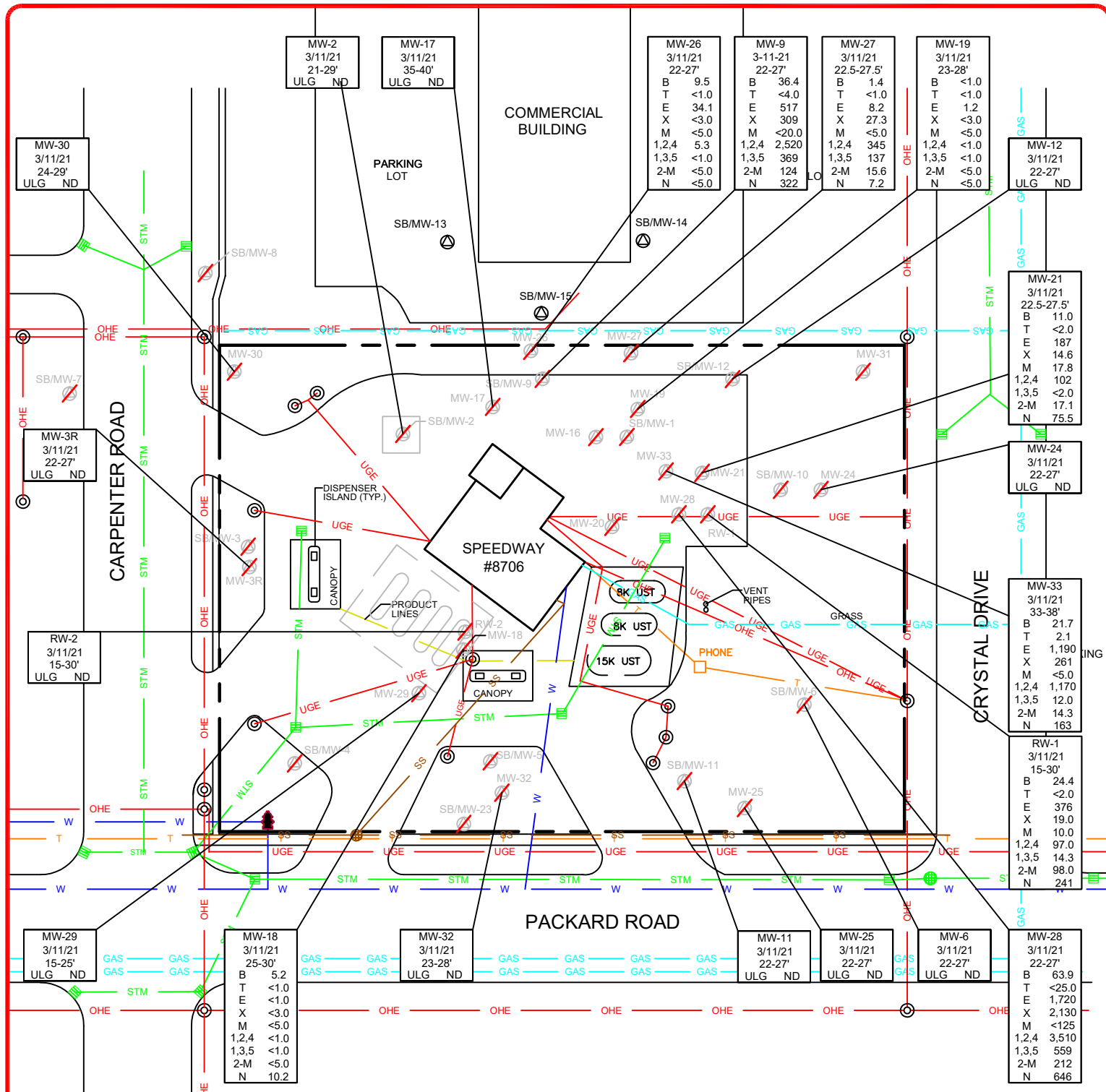
PROJECT NO.:
188SP21053

SCALE:
1" = 50'

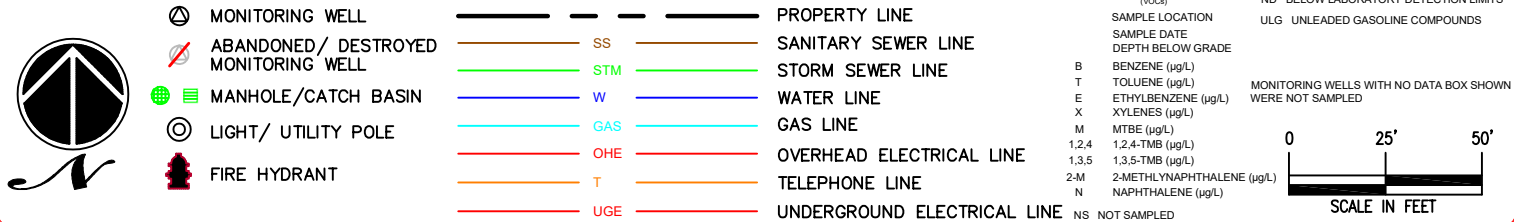
FIGURE 3

SITE MAP WITH UTILITIES

SPEEDWAY LLC
STORE #8706
4025 PACKARD ROAD
ANN ARBOR, MICHIGAN



LEGEND



46555 HUMBOLDT DRIVE, SUITE 100
NOVI, MI 48377
PH: 248-669-5140
FAX: 248-669-5147
EMAIL: WWW.ATCGS.COM

DATE:
06/30/2021

PROJECT NO.:
188SP15083

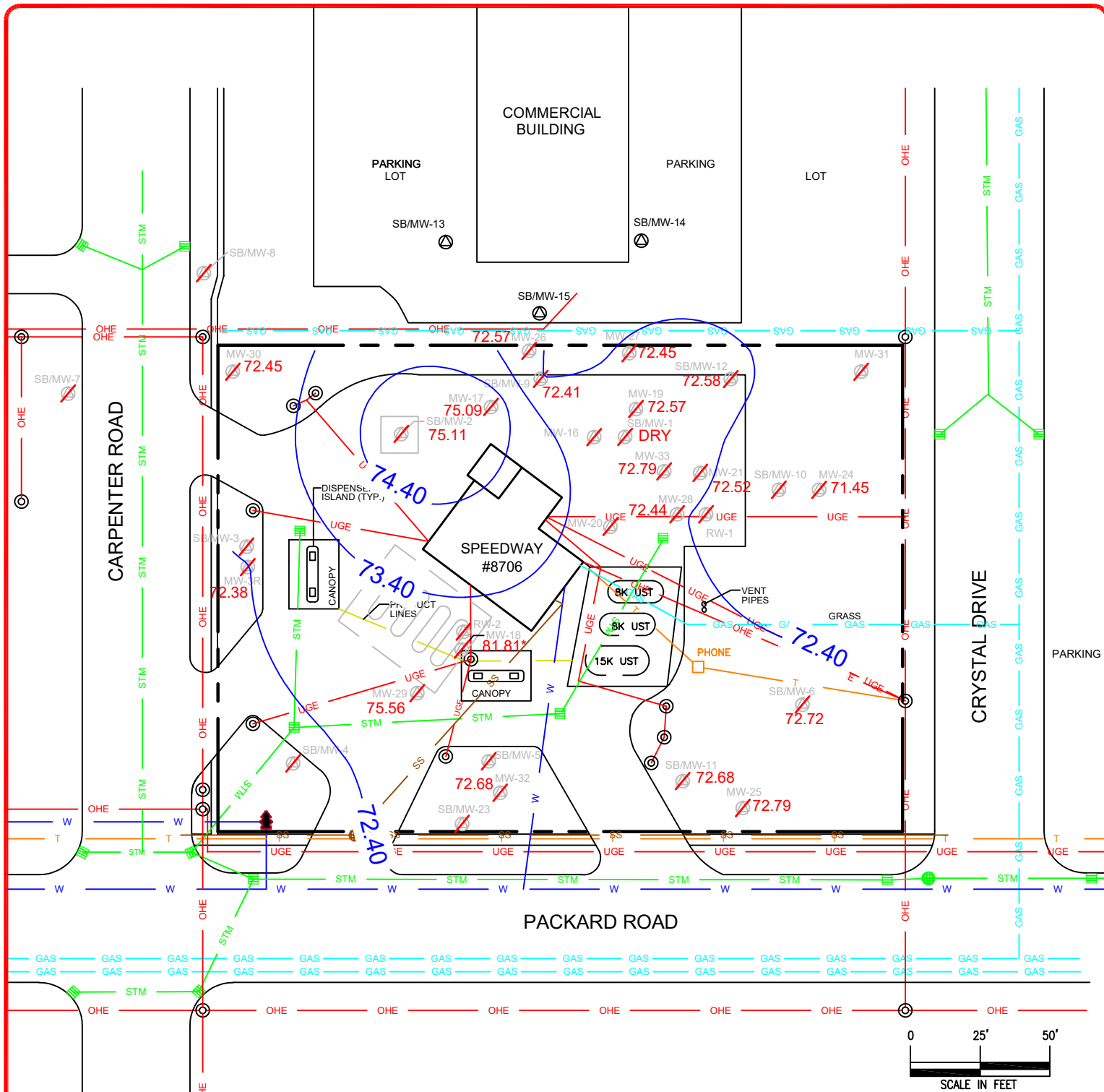
DRAWN BY:
JBS

SCALE:
1" = 50'

REVIEWED BY:
LS

FIGURE 4

**DISSOLVED
CONCENTRATIONS MAP**
03/11/2021
SPEEDWAY LLC
STORE #8706
4025 PACKARD ROAD
ANN ARBOR, MICHIGAN



- MONITORING WELL
- ABANDONED/ DESTROYED MONITORING WELL
- MANHOLE/CATCH BASIN
- LIGHT/ UTILITY POLE
- FIRE HYDRANT

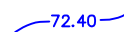
LEGEND

- PROPERTY LINE
- SANITARY SEWER LINE
- STORM SEWER LINE
- WATER LINE
- GAS LINE
- OVERHEAD ELECTRICAL LINE
- TELEPHONE LINE
- UNDERGROUND ELECTRICAL LINE



72.44

GROUNDWATER ELEVATION



72.40

GROUNDWATER CONTOUR LINE



80.81*

GROUNDWATER ELEVATION NOT USED TO GENERATE CONTOURS

MONITORING WELLS WITH NO ELEVATION SHOWN WERE NOT GAUGED OR ARE NOT SURVEYED

ATLAS

46555 HUMBOLDT DRIVE, SUITE 100
NOVI, MI 48377
PH: 248-669-5140
FAX: 248-669-5147
EMAIL: WWW.ATCGS.COM

DATE:
06/30/2021

DRAWN BY:
JBS

REVIEWED BY:
LS

PROJECT NO.:
188SP15083

SCALE:
1" = 50'

FIGURE 5

GROUNDWATER GRADIENT MAP

03/11/2021

SPEEDWAY LLC
STORE #8706

4025 PACKARD ROAD
ANN ARBOR, MICHIGAN

LEGEND

- MONITORING WELL LOCATION
- ABANDONED/DESTROYED MONITORING WELL LOCATION
- SOIL BORING LOCATION
- SOIL SAMPLE LOCATION
- MANHOLE/CATCH BASIN
- LIGHT/ UTILITY POLE
- FIRE HYDRANT

- PROPERTY LINE
- SS SANITARY SEWER LINE
- STM STORM SEWER LINE
- W WATER LINE
- GAS GAS LINE
- OHE OVERHEAD ELECTRICAL LINE
- T TELEPHONE LINE
- UGE UNDERGROUND ELECTRICAL LINE

SOIL SAMPLE LOCATION
SAMPLE DATE
DEPTH BELOW GRADE
B BENZENE (µg/Kg)
T TOLUENE (µg/Kg)
E ETHYLBENZENE (µg/Kg)
X XYLENES (µg/Kg)
M MTBE (µg/Kg)
1,2,4 1,2,4-TMB (µg/Kg)
1,3,5 1,3,5-TMB (µg/Kg)
2-M 2-METHYLNAPHTHALENE (µg/Kg)
N NAPHTHALENE (µg/Kg)
TPH TOTAL PETROLEUM HYDROCARBONS (mg/Kg)

ND RESULTS REPORTED BELOW LABORATORY DETECTION LIMITS

NOTE: DETECTION LIMIT EXCEEDANCES ARE NOT SHOWN



46555 HUMBOLDT DRIVE, SUITE 100
NOVI, MI 48377
PH: 248-669-5140
FAX: 248-669-5147
EMAIL: WWW.CARDNOATC.COM

DATE:
06/30/2021

PROJECT NO.:
188SP15083

DRAWN BY:
JBS

SCALE:
1" = 50'

REVIEWED BY:
LS

FIGURE 6

ADSORBED CONCENTRATIONS MAP MAY 11, 12, 13, & 14, 2021

SPEEDWAY LLC
STORE #8706
4025 PACKARD ROAD
ANN ARBOR, MICHIGAN

SB-42	SB-42	SB-42	SB-42
5/14/21	5/14/21	5/14/21	5/14/21
14-15'	21-22'	24-25'	33-34'
B <27.4	B <22.2	B <44.3	B <25.1
T <68.5	T <55.4	T <1,110	T <62.7
E <68.5	E <55.4	E 6,280	E 89.7
X <205	X <266	X 35,400	X 341
M <68.5	M <55.4	M <1,110	M <62.7
1,2,4 201	1,2,4 88.6	1,2,4 115,000	1,2,4 315
1,3,5 110	1,3,5 <55.4	1,3,5 34,500	1,3,5 103
2-M <342	2-M <277	2-M 27,000	2-M <314
N <342	N <277	N 21,700	N <314
TPH <12.2	TPH 11.4	TPH 759	TPH 17.0

SB-40	SB-40	SB-40
5/13/21	5/13/21	5/13/21
15-16'	24-25'	30'
ULG ND	ULG ND	ULG ND
TPH <11.6	TPH <10.6	TPH <12.4

SB-36	SB-36
5/13/21	5/13/21
24-25'	30'
ULG ND	ULG ND
TPH <11.6	TPH <11.7

SB-38	SB-38	SB-38
5/13/21	5/13/21	5/13/21
14-15'	24-25'	29-30'
B 83.2	B <20.0	B <27.2
T <71.9	T <50.0	T <68.0
E 884	E <50.0	E <68.0
X 12,500	X <150	X <204
M <71.9	M <50.0	M <68.0
1,2,4 6,280	1,2,4 151	1,2,4 314
1,3,5 2,310	1,3,5 63.1	1,3,5 <68.0
2-M <360	2-M <250	2-M <340
N <360	N <250	N <340
TPH 88.3	TPH 60.2	TPH 17.5

SB-37	SB-37	SB-37
5/13/21	5/13/21	5/13/21
13-14'	25-26'	32-33'
ULG ND	ULG ND	ULG ND
TPH <13.0	TPH 12.5	TPH <35.5

SB-39	SB-39
5/13/21	5/13/21
19-20'	23-24'
ULG ND	ULG ND
TPH <11.2	TPH <11.8

SB-24	SB-24
5/11/21	5/11/21
24-25'	29-30'
ULG ND	ULG ND
TPH <12.6	TPH <11.7

SB-34	SB-34	SB-34	SB-34	SB-35	SB-35	SB-35
5/12/21	5/12/21	5/12/21	5/12/21	5/12/21	5/12/21	5/12/21
2-3'	21-23'	24-25'	29'	2-3'	21-23'	28'
ULG ND	ULG ND	ULG ND	ULG ND	ULG ND	ULG ND	ULG ND
TPH <15.2	TPH <10.6	TPH <13.6	TPH 15.1	TPH <13.5	TPH <10.7	TPH <14.9

SB-33	SB-33	SB-32
5/12/21	5/12/21	5/12/21
18-19'	22-23'	33'
ULG ND	ULG ND	B 26.8
TPH <10.6	TPH <10.7	T <63.2
		E <63.2
		X <190
		M 118
		1,2,4 <63.2
		1,3,5 <63.2
		2-M <316
		N <316
		TPH 25.6

SB-30	SB-30
5/14/21	5/14/21
24-25'	30'
ULG ND	ULG ND
TPH <11.0	TPH <12.0

SB-41	SB-41	SB-41	SB-41	SB-41
5/14/21	5/14/21	5/14/21	5/14/21	5/14/21
14-15'	19-21'	24-25'	37-39'	39-40'
ULG ND	ULG ND	ULG ND	ULG ND	ULG ND
TPH <10.8	TPH <11.1	TPH 13.2	TPH <12.0	TPH <12.0

SB-28	SB-28	SB-28	SB-28
5/14/21	5/14/21	5/14/21	5/14/21
10-12'	20-21'	22-24'	35'
ULG ND	ULG ND	ULG ND	ULG ND
TPH <13.0	TPH <10.8	TPH <10.8	TPH 19.1

SB-31	SB-31	SB-31	SB-31
5/12/21	5/12/21	5/12/21	5/12/21
10-11'	22-23'	24-25'	35'
ULG ND	ULG ND	ULG ND	B 1,050
TPH <16.0	TPH <10.8	TPH 33.1	T <66.7
			E <66.7
			X <200
			M 168
			1,2,4 <66.7
			1,3,5 <66.7
			2-M <333
			N <333
			TPH 14.4

SB-27	SB-27	SB-27
5/13/21	5/13/21	5/13/21
11-12'	23-24'	30'
ULG ND	ULG ND	ULG ND
TPH <13.6	TPH 13.9	TPH <12.1

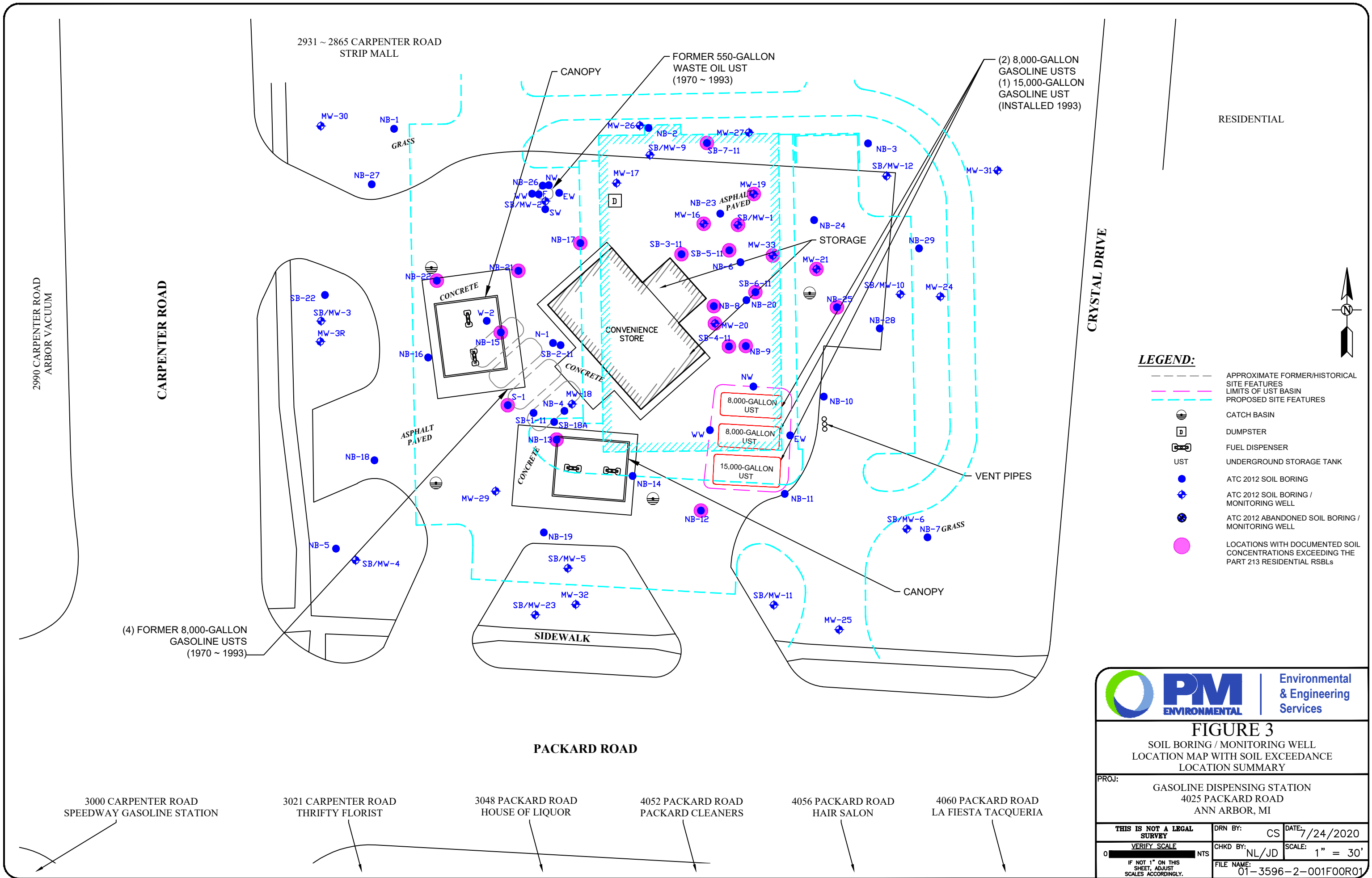
SB-29	SB-29	SB-29
5/11/21	5/11/21	5/11/21
15-16'	23-24'	30'
ULG ND	ULG ND	ULG ND
TPH <10.8	TPH <12.8	TPH <14.7

SB-32	SB-32	SB-32
5/13/21	5/13/21	5/13/21
21-22'	24-25'	31-32'
ULG ND	B <22.3	ULG ND
TPH 15.2	T <55.7	TPH <11.9
	E <55.7	
	X <167	
	M <55.7	
	1,2,4 581	
	1,3,5 249	
	2-M 374	
	N 47.5	
	TPH 1,980	

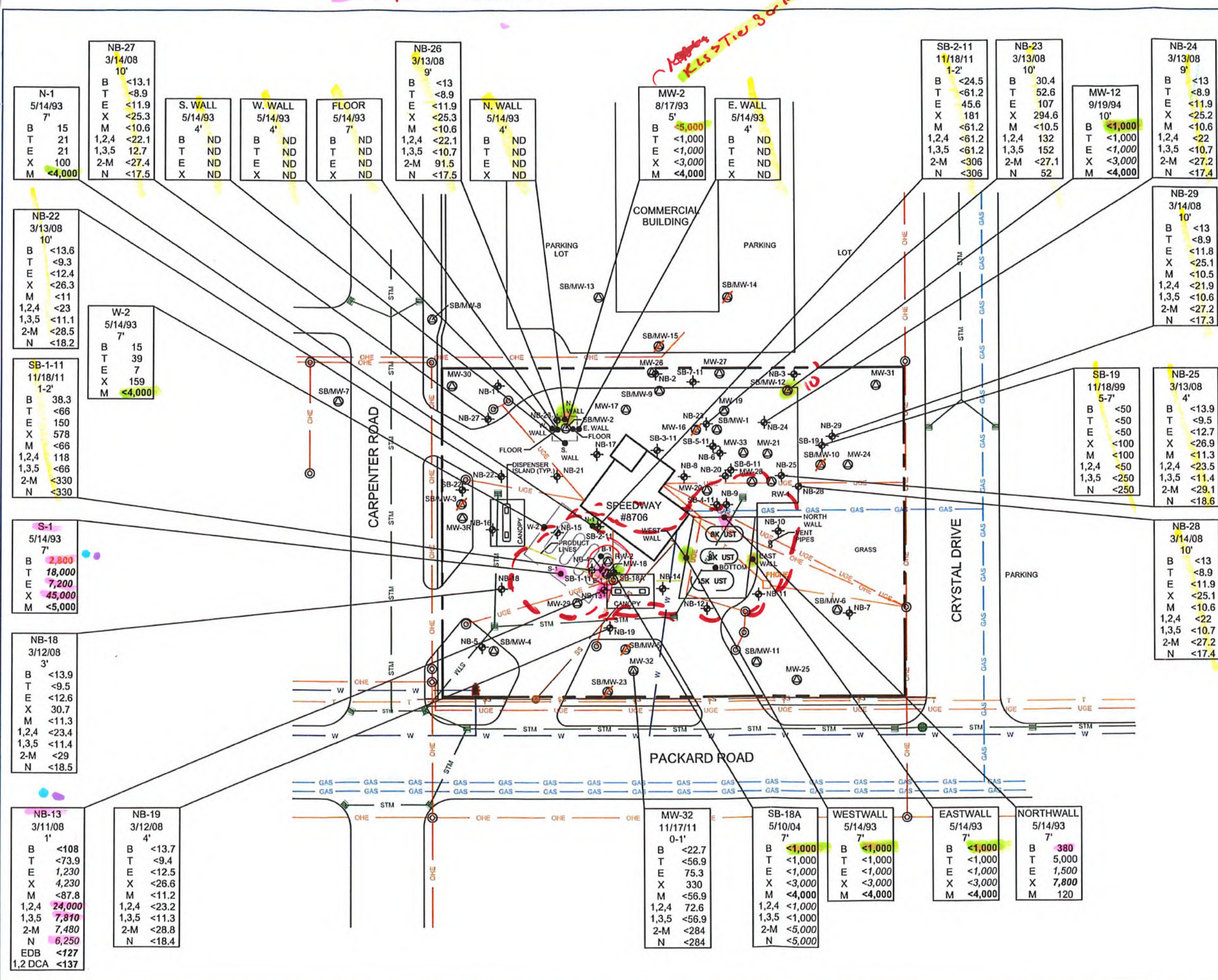
SB-43	SB-43	SB-43
5/14/21	5/14/21	5/14/21
20-22'	24-25'	29-30'
B <57.0	B <898	ULG ND
T <142	T <2,240	TPH <12.0
E 1,710	E 24,100	
X 3,860	X 68,500	
M <142	M <2,240	
1,2,4 16,400	1,2,4 259,000	
1,3,5 4,170	1,3,5 72,300	
2-M 6,800	2-M 93,400	
N 2,910	N 48,100	
TPH 84.1	TPH 1,980	

SB-25	SB-25	SB-25
5/11/21	5/11/21	5/11/21
21-22'	23-24'	29-30'
ULG ND	ULG ND	ULG ND
TPH <12.6	TPH <12.6	TPH <13.7

SB-26	SB-26	SB-26
5/11/21	5/11/21	5/11/21
21-22'	24-25'	30'
ULG ND	ULG ND	ULG ND
TPH 14.3	TPH 14.8	TPH <16.7



= Tier 3A Exceedance
10/18/11 KLS > Tier 3 & RBSL



LEGEND

- MONITORING WELL LOCATION
- ABANDONED/DESTROYED MONITORING WELL LOCATION
- SOIL BORING LOCATION
- SOIL SAMPLE LOCATION
- MANHOLE/CATCH BASIN
- LIGHT/ UTILITY POLE
- FIRE HYDRANT
- PROPERTY LINE
- SANITARY SEWER LINE
- STORM SEWER LINE
- WATER LINE
- GAS LINE
- OVERHEAD ELECTRICAL LINE
- TELEPHONE LINE
- UNDERGROUND ELECTRICAL LINE

Notes:

BOLD/ITALIC AND ITALIC NUMBERS FOR ANALYTICAL DATA EXCEED MOST RESTRICTIVE RBSL CRITERIA, DRINKING WATER OR GROUNDWATER SURFACE WATER INTERFACE.

DOUBLE LINE DENOTES CONCENTRATION EXCEEDING DIRECT CONTACT/CSH RBSL.

RED TEXT INDICATED DETECTED CONCENTRATION GREATER THAN THE COMMERCIAL SOIL VOLATILIZATION TO INDOOR AIR EVALUATION RBSL.

ORANGE TEXT INDICATED DETECTED CONCENTRATION GREATER THAN THE SOIL SATURATION CONCENTRATION SCREENING LEVEL (CSH).

ASTERISK IN CELL INDICATES THE HIGHEST DETECTION ON SITE FOR THAT ANALYTE.

Abbreviations:

B BENZENE (µg/kg)
T TOLUENE (µg/kg)
E ETHYL BENZENE (µg/kg)
X XYLENES (µg/kg)
M MTBE (µg/kg)
1,2,4 1,2,4-TMB (µg/kg)
1,3,5 1,3,5-TMB (µg/kg)
2-M 2-METHYLNAPHTHALENE (µg/kg)
N NAPHTHALENE (µg/kg)
EDB 1,2-DIBROMOETHANE (µg/kg)
1,2 DCA 1,2-DICHLOROETHANE (µg/kg)
NS NOT SAMPLED

Scale: 0 25' 50'
SCALE IN FEET

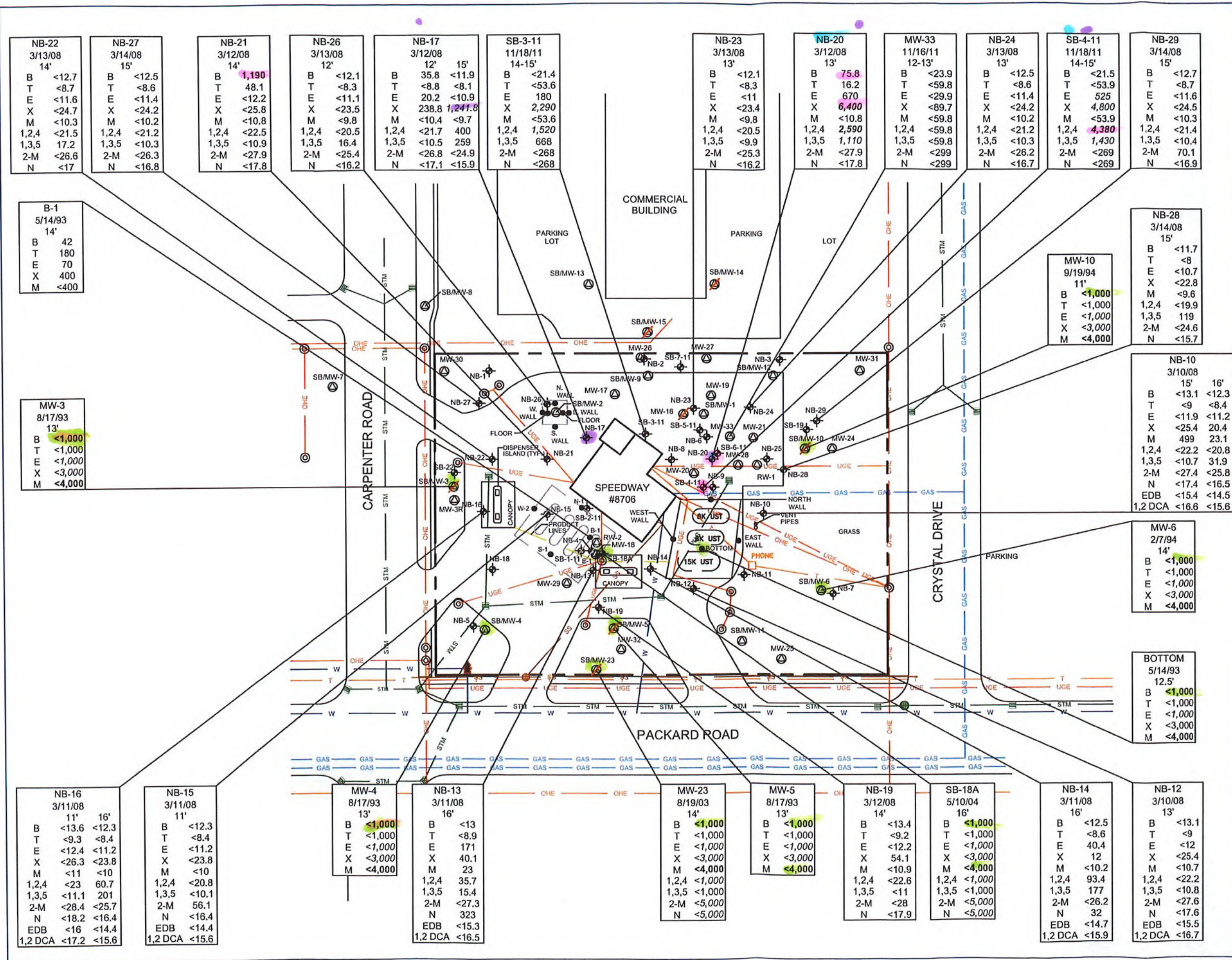
ADSORBED CONCENTRATIONS MAP 0-10' BGS

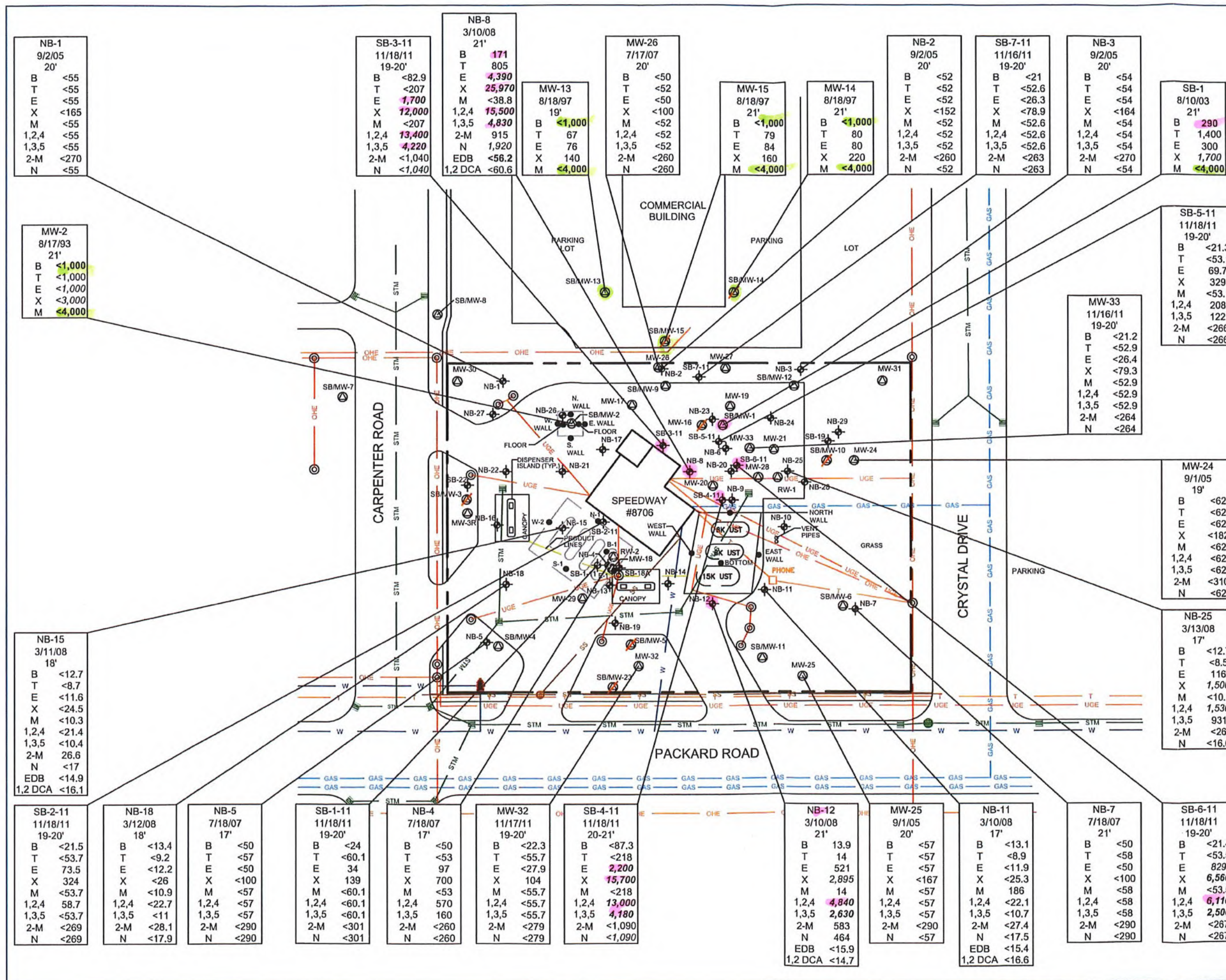
SPEEDWAY #8706
4025 PACKARD ROAD
ANN ARBOR, MICHIGAN

REVISIONS		
DATE:	BRIEF DESCRIPTION	APPROVED

SCALE: 1"=50'	CADFILE: SPEEDWAY
DRAWN BY: LJH	CHECKED BY: M.HOEH
PROJECT NUMBER: 39.75302.8706	FIGURE: 4

ATC ASSOCIATES INC.
46555 HUMBOLDT DRIVE, SUITE 100
Novi, Michigan 48377
(248) 669-5140* Fax (248) 669-5147





LEGEND

- MONITORING WELL LOCATION
- ABANDONED/DESTROYED MONITORING WELL LOCATION
- SOIL BORING LOCATION
- SOIL SAMPLE LOCATION
- MANHOLE/CATCH BASIN
- LIGHT/ UTILITY POLE
- FIRE HYDRANT

- PROPERTY LINE
- SS SANITARY SEWER LINE
- STM STORM SEWER LINE
- W WATER LINE
- GAS GAS LINE
- OHE OVERHEAD ELECTRICAL LINE
- T TELEPHONE LINE
- UGE UNDERGROUND ELECTRICAL LINE

NOTES:
BOLD/ITALIC NUMBERS
FOR ANALYTICAL DATA EXCEED MOST
RESTRICTIVE RBGL CRITERIA, DRINKING
WATER OR GROUNDWATER SURFACE WATER
INTERFACE.

DOUBLE LINE DENOTES
CONCENTRATION EXCEEDING
DIRECT CONTACT/CSH RBGLs.

RED TEXT INDICATED DETECTED
CONCENTRATION GREATER THAN THE
COMMERCIAL SOIL VOLATILIZATION TO
INDOOR AIR EVALUATION RISK.

ORANGE TEXT INDICATED DETECTED
CONCENTRATION GREATER THAN THE
SOIL SATURATION CONCENTRATION
SCREENING LEVEL (C_{sat}).

ASTERISK IN CELL INDICATES THE
HIGHEST DETECTION ON SITE FOR
THAT ANALYTE.

ADSORBED CONCENTRATIONS MAP 16-21' BGS

SPEEDWAY #8706
4025 PACKARD ROAD
ANN ARBOR, MICHIGAN

REVISIONS

DATE:	BRIEF DESCRIPTION	APPROVED

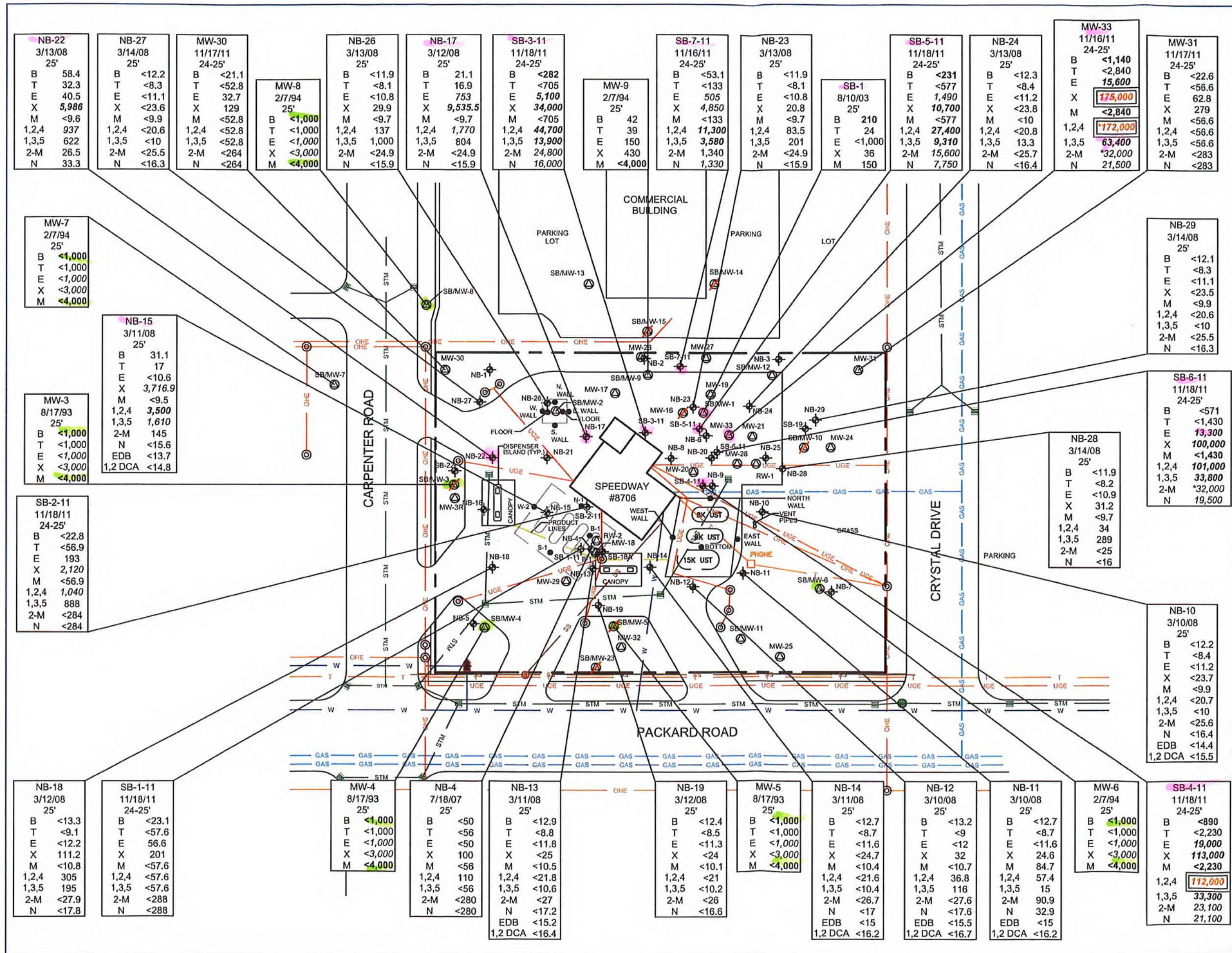
SCALE: 1"=50'	CADFILE: SPEEDWAY
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DRAWN BY: LJH	CHECKED BY: M.HOEI
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PROJECT NUMBER: 39.75302.8706	FIGURE: 6
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ATC ASSOCIATES INC.
46555 HUMBOLDT DRIVE, SUITE 100
Novi, Michigan 48377
(248) 669-5140* Fax (248) 669-5147





LEGEND

- MONITORING WELL LOCATION
- ABANDONED/DESTROYED MONITORING WELL LOCATION
- SOIL BORING LOCATION
- SOIL SAMPLE LOCATION
- MANHOLE/CATCH BASIN
- LIGHT/ UTILITY POLE
- FIRE HYDRANT
- PROPERTY LINE
- SS SANITARY SEWER LINE
- STM STORM SEWER LINE
- W WATER LINE
- GAS GAS LINE
- OHE OVERHEAD ELECTRICAL LINE
- T TELEPHONE LINE
- UGE UNDERGROUND ELECTRICAL LINE

Notes:
BOLD/ITALIC NUMBERS FOR ANALYTICAL DATA EXCEED MOST RESTRICTIVE RBSL CRITERIA, DRINKING WATER OR GROUNDWATER SURFACE WATER INTERFACE.
DOUBLE LINE DENOTES CONCENTRATION EXCEEDING DIRECT CONTACT/ CASI RBSLs.
RED TEXT INDICATED DETECTED CONCENTRATION GREATER THAN THE COMMERCIAL SOIL VOLATILIZATION TO INDOOR AIR INHALATION RBSL.
ORANGE TEXT INDICATED DETECTED CONCENTRATION GREATER THAN THE SOIL SATURATION CONCENTRATION SCREENING LEVEL (SSHL).
ASTERISK IN CELL INDICATES THE HIGHEST DETECTION ON SITE FOR THAT ANALYTE.

SCALE IN FEET
0 25' 50'

ADSORBED CONCENTRATIONS MAP 24-25' BGS

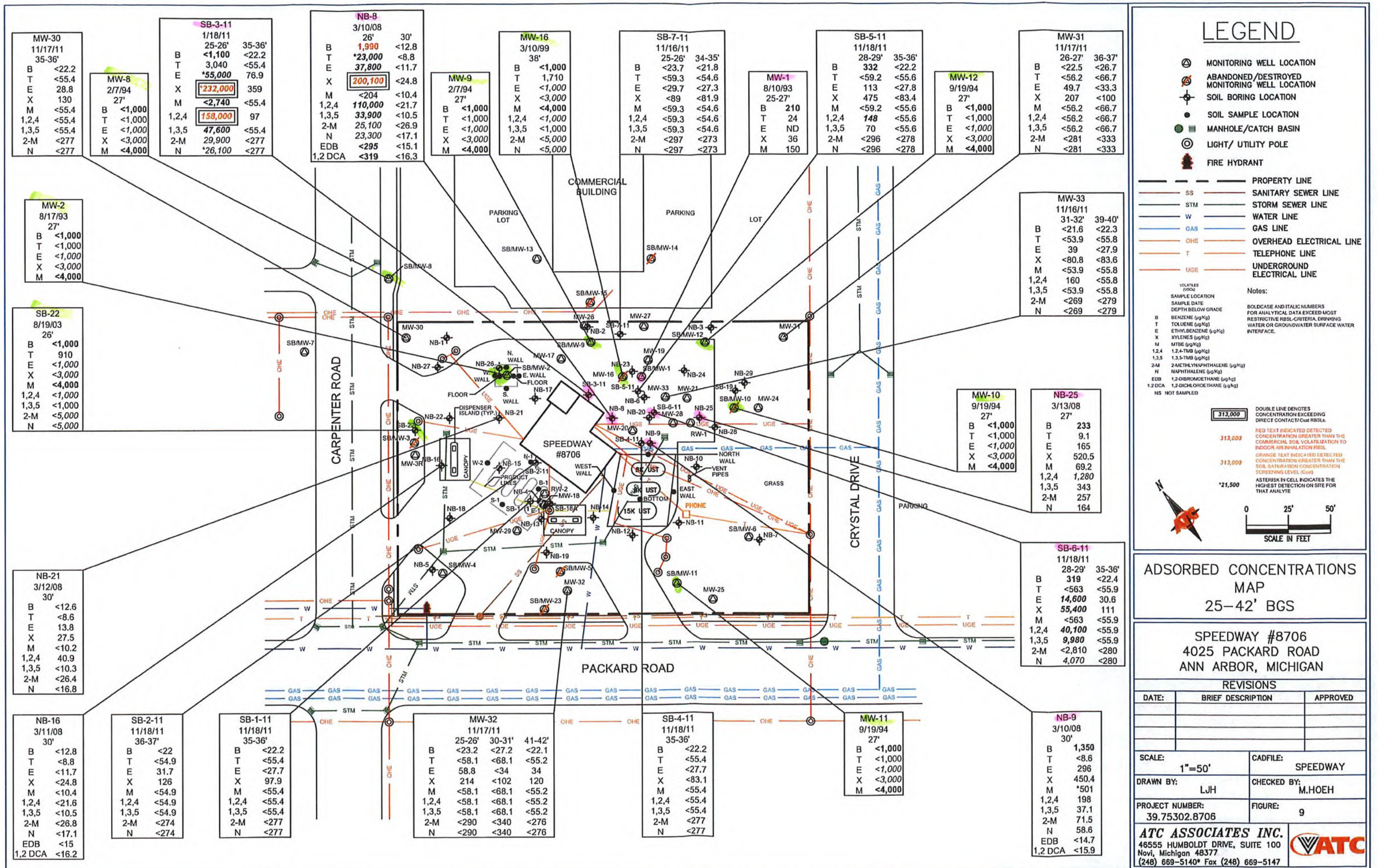
SPEEDWAY #8706
4025 PACKARD ROAD
ANN ARBOR, MICHIGAN

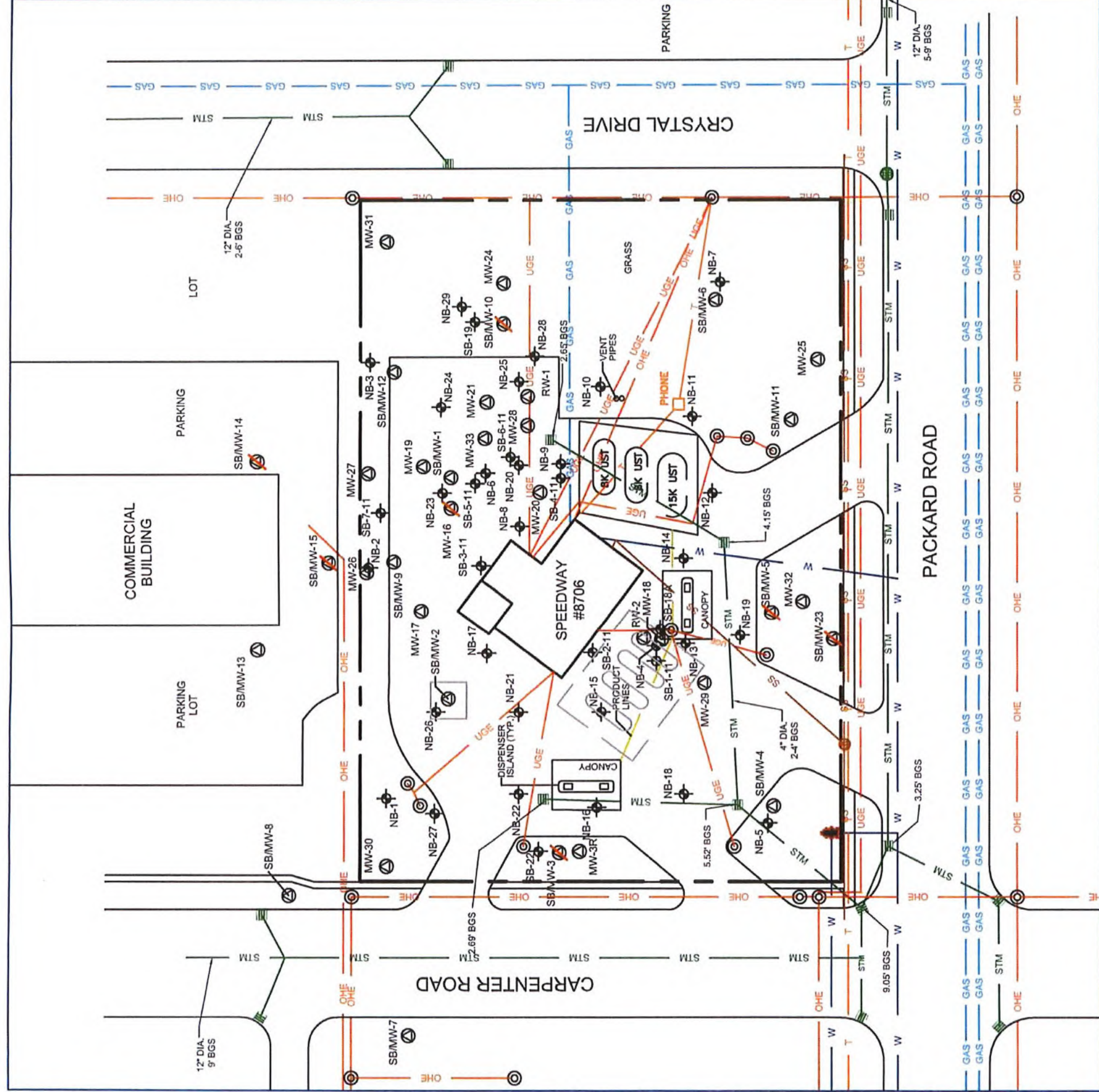
REVISIONS		
DATE:	BRIEF DESCRIPTION	APPROVED

SCALE: 1"=50'	CADFILE: SPEEDWAY
DRAWN BY: LJH	CHECKED BY: M.HOEH
PROJECT NUMBER: 39.75302.8706	FIGURE: 8

ATC ASSOCIATES INC.
46555 HUMBOLDT DRIVE, SUITE 100
Novi, Michigan 48377
(248) 669-5140* Fax (248) 669-5147









N

LEGEND

	MONITORING WELL		PROPERTY LINE
	ABANDONED/ DESTROYED MONITORING WELL		SANITARY SEWER LINE
	SOIL BORING		STORM SEWER LINE
	MANHOLE/CATCH BASIN		WATER LINE
	LIGHT/ UTILITY POLE		GAS LINE
	FIRE HYDRANT		OVERHEAD ELECTRICAL LINE
			TELEPHONE LINE
			UNDERGROUND ELECTRICAL LINE

BGS — DEPTH BELOW GROUND SURFACE
DIA. — DIAMETER

SCALE IN FEET
0 25' 50'

SITE MAP WITH UTILITIES

SPEEDWAY #8706

4025 PACKARD ROAD

ANN ARBOR, MICHIGAN

DATE: 1/30/12

DRAWN BY: LJH

CAD FILE: 8706_SITEMASTER

PROJECT#: 39.75302.8706

FIGURE: 3

SCALE: 1"=50'



ATC ASSOCIATES INC
46555 Humboldt Drive, Suite 100
Novi, Michigan 48377
Ph:248-669-5140 Fax:248-669-5147

Tables

Table 1: Eligible Activities Cost Estimates			
Item/Activity	Total Request	Local Only Activities	EGLE Act 381 Activities (State and Local)
Department Specific Activities			
Contaminated Soil Transport and Disposal	\$ 200,681	\$ -	\$ 200,681
Supplemental Site Investigation	\$ 9,400	\$ -	\$ 9,400
Oversight, Sampling and Reporting by Environmental Professional	\$ 72,500	\$ -	\$ 72,500
Department Specific Activities Sub-Total	\$ 282,581	\$ -	\$ 282,581
Demolition			
Fill/Compaction/Rough Grading to Balance Site where Bldg. was Located	\$ 4,000	\$ 4,000	\$ -
Removal of Abandoned Utilities	\$ 3,000	\$ 3,000	\$ -
Removal of Parking Lots	\$ 30,000	\$ 30,000	\$ -
Removal of Curbs, Gutters, Sidewalks	\$ 2,300	\$ 2,300	\$ -
Fill, Compaction & Rough Grading to Balance Site Where Improvements Were Located	\$ 15,000	\$ 15,000	\$ -
Demolition Sub-Total	\$ 54,300	\$ 54,300	\$ -
Brownfield Plan and Act 381 Workplan			
Brownfield Plan and Act 381 Workplan Preparation	\$ 20,000	\$ -	\$ 20,000
Brownfield Plan and Act 381 Workplan Implementation	\$ 5,000	\$ -	\$ 5,000
Brownfield Plan and Act 381 Workplan Sub-Total	\$ 25,000	\$ -	\$ 25,000
Eligible Activities Sub-Total	\$ 361,881	\$ 54,300	\$ 307,581
15% Contingency*	\$ 50,532	\$ 8,145	\$ 42,387
Developer Eligible Reimbursement Total	\$ 412,413	\$ 62,445	\$ 349,968
Administrative Fee and/or LBRF Capture	\$ 107,442	\$ -	\$ -
State Brownfield Fund	\$ 27,753	\$ -	\$ -
Total	\$ 547,609	\$ 62,445	\$ 349,968

*15% Contingency excludes preparation of Brownfield Plan/381 Work Plan and Pre-Approved Activities

Table 2:
Tax Increment Revenue Capture Estimates
4025 Packard, Pittsfield Township

Estimated Taxable Value (TV) Increase Rate:		2% per year														
	Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Calendar Year	2021	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	* Base Taxable Value	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478
	Estimated New TV	\$	\$ 630,000	\$ 642,600	\$ 655,452	\$ 668,561	\$ 681,932	\$ 695,571	\$ 709,482	\$ 723,672	\$ 738,145	\$ 752,908	\$ 767,966	\$ 783,326	\$ 798,992	\$ 814,972
	Incremental Difference (New TV - Base TV)		\$ 394,522	\$ 407,122	\$ 419,974	\$ 433,083	\$ 446,454	\$ 460,093	\$ 474,004	\$ 488,194	\$ 502,667	\$ 517,430	\$ 532,488	\$ 547,848	\$ 563,514	\$ 579,494
School Capture		Millage Rate														
	State Education Tax (SET)	6.0000	\$ 1,413	\$ 2,367	\$ 2,443	\$ 2,520	\$ 2,598	\$ 2,679	\$ 2,761	\$ 2,844	\$ 2,929	\$ 3,016	\$ 3,105	\$ 3,195	\$ 3,287	\$ 3,381
	School Operating Tax	18.0000	\$ 4,239	\$ 7,101	\$ 7,328	\$ 7,560	\$ 7,795	\$ 8,036	\$ 8,282	\$ 8,532	\$ 8,787	\$ 9,048	\$ 9,314	\$ 9,585	\$ 9,861	\$ 10,143
	School Total	24.0000	\$ 5,651	\$ 9,469	\$ 9,771	\$ 10,079	\$ 10,394	\$ 10,715	\$ 11,042	\$ 11,376	\$ 11,717	\$ 12,064	\$ 12,418	\$ 12,780	\$ 13,148	\$ 13,524
Local Capture		Millage Rate														
	Township Tax	7.4085	\$ 1,745	\$ 2,923	\$ 3,016	\$ 3,111	\$ 3,208	\$ 3,308	\$ 3,409	\$ 3,512	\$ 3,617	\$ 3,724	\$ 3,833	\$ 3,945	\$ 4,059	\$ 4,175
	Sinking Fund	2.4239	\$ 571	\$ 956	\$ 987	\$ 1,018	\$ 1,050	\$ 1,082	\$ 1,115	\$ 1,149	\$ 1,183	\$ 1,218	\$ 1,254	\$ 1,291	\$ 1,328	\$ 1,366
	Library	1.8333	\$ 432	\$ 723	\$ 746	\$ 770	\$ 794	\$ 818	\$ 843	\$ 869	\$ 895	\$ 922	\$ 949	\$ 976	\$ 1,004	\$ 1,033
	County Operating	4.3780	\$ 1,031	\$ 1,727	\$ 1,782	\$ 1,839	\$ 1,896	\$ 1,955	\$ 2,014	\$ 2,075	\$ 2,137	\$ 2,201	\$ 2,265	\$ 2,331	\$ 2,398	\$ 2,467
	County Parks	0.4676	\$ 110	\$ 184	\$ 190	\$ 196	\$ 203	\$ 209	\$ 215	\$ 222	\$ 228	\$ 235	\$ 242	\$ 249	\$ 256	\$ 263
	County Nat Area	0.2490	\$ 59	\$ 98	\$ 101	\$ 105	\$ 108	\$ 111	\$ 115	\$ 118	\$ 122	\$ 125	\$ 129	\$ 133	\$ 136	\$ 140
	County EECS	0.1922	\$ 45	\$ 76	\$ 78	\$ 81	\$ 83	\$ 86	\$ 88	\$ 91	\$ 94	\$ 97	\$ 99	\$ 102	\$ 105	\$ 108
	County HCMA	0.2089	\$ 49	\$ 82	\$ 85	\$ 88	\$ 90	\$ 93	\$ 96	\$ 99	\$ 102	\$ 105	\$ 108	\$ 111	\$ 114	\$ 118
	Couny Vet Ret.	0.0966	\$ 23	\$ 38	\$ 39	\$ 41	\$ 42	\$ 43	\$ 44	\$ 46	\$ 47	\$ 49	\$ 50	\$ 51	\$ 53	\$ 54
	County Roads	0.4981	\$ 117	\$ 197	\$ 203	\$ 209	\$ 216	\$ 222	\$ 229	\$ 236	\$ 243	\$ 250	\$ 258	\$ 265	\$ 273	\$ 281
	County MH & PS	0.9753	\$ 230	\$ 385	\$ 397	\$ 410	\$ 422	\$ 435	\$ 449	\$ 462	\$ 476	\$ 490	\$ 505	\$ 519	\$ 534	\$ 550
	County CSRV Dist	0.0199	\$ 5	\$ 8	\$ 8	\$ 8	\$ 9	\$ 9	\$ 9	\$ 9	\$ 10	\$ 10	\$ 10	\$ 11	\$ 11	\$ 11
	WCC	3.3759	\$ 795	\$ 1,332	\$ 1,374	\$ 1,418	\$ 1,462	\$ 1,507	\$ 1,553	\$ 1,600	\$ 1,648	\$ 1,697	\$ 1,747	\$ 1,798	\$ 1,849	\$ 1,902
	ISD	5.2717	\$ 1,241	\$ 2,080	\$ 2,146	\$ 2,214	\$ 2,283	\$ 2,354	\$ 2,425	\$ 2,499	\$ 2,574	\$ 2,650	\$ 2,728	\$ 2,807	\$ 2,888	\$ 2,971
	Local Total	27.3989	\$ 6,452	\$ 10,809	\$ 11,155	\$ 11,507	\$ 11,866	\$ 12,232	\$ 12,606	\$ 12,987	\$ 13,376	\$ 13,773	\$ 14,177	\$ 14,590	\$ 15,010	\$ 15,440
Non-Capturable Millages		Millage Rate														
	School Debt	4.1000	\$ 965	\$ 1,618	\$ 1,669	\$ 1,722	\$ 1,776	\$ 1,830	\$ 1,886	\$ 1,943	\$ 2,002	\$ 2,061	\$ 2,121	\$ 2,183	\$ 2,246	\$ 2,310
	ISD Debt	0.3700	\$ 87	\$ 146	\$ 151	\$ 155	\$ 160	\$ 165	\$ 170	\$ 175	\$ 181	\$ 186	\$ 191	\$ 197	\$ 203	\$ 209
	Total Non-Capturable Taxes	4.4700	\$ 1,053	\$ 1,764	\$ 1,820	\$ 1,877	\$ 1,936	\$ 1,996	\$ 2,057	\$ 2,119	\$ 2,182	\$ 2,247	\$ 2,313	\$ 2,380	\$ 2,449	\$ 2,519
	Total Capturable Millages	51.3989														
	Total Capturable & Non-Capturable Millages	55.8689														
	Total Tax Increment Revenue (TIR) Available for Capture		\$ 20,278	\$ 20,926	\$ 21,586	\$ 22,260	\$ 22,947	\$ 23,648	\$ 24,363	\$ 25,093	\$ 25,837	\$ 26,595	\$ 27,369	\$ 28,159	\$ 28,964	\$ 29,785

Table 2:
Tax Increment Revenue Capture Estimates
4025 Packard, Pittsfield Township

Estimated Taxable Value (TV) Increase Rate:

	Plan Year	15	16	17	18	19	20	21	22	23	TOTAL
Calendar Year	2037	2038	2039	2040	2041	2042	2043	2044	2045		
* Base Taxable Value	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	\$ 235,478	
Estimated New TV	\$ 831,272	\$ 847,897	\$ 864,855	\$ 882,152	\$ 899,795	\$ 917,791	\$ 936,147	\$ 954,870	\$ 973,967		
Incremental Difference (New TV - Base TV)	\$ 595,794	\$ 612,419	\$ 629,377	\$ 646,674	\$ 664,317	\$ 682,313	\$ 700,669	\$ 719,392	\$ 738,489		
<u>School Capture</u>	Millage Rate										
State Education Tax (SET)	6.0000	\$ 3,575	\$ 3,675	\$ 3,776	\$ 3,880	\$ 3,986	\$ 4,094	\$ 4,204	\$ 4,316	\$ 4,431	\$ 76,538
School Operating Tax	18.0000	\$ 10,724	\$ 11,024	\$ 11,329	\$ 11,640	\$ 11,958	\$ 12,282	\$ 12,612	\$ 12,949	\$ 13,293	\$ 229,614
School Total	24.0000	\$ 14,299	\$ 14,698	\$ 15,105	\$ 15,520	\$ 15,944	\$ 16,376	\$ 16,816	\$ 17,265	\$ 17,724	\$ 306,152
<u>Local Capture</u>	Millage Rate										
Township Tax	7.4085	\$ 4,414	\$ 4,537	\$ 4,663	\$ 4,791	\$ 4,922	\$ 5,055	\$ 5,191	\$ 5,330	\$ 5,471	\$ 94,505
Sinking Fund	2.4239	\$ 1,444	\$ 1,484	\$ 1,526	\$ 1,567	\$ 1,610	\$ 1,654	\$ 1,698	\$ 1,744	\$ 1,790	\$ 30,920
Library	1.8333	\$ 1,092	\$ 1,123	\$ 1,154	\$ 1,186	\$ 1,218	\$ 1,251	\$ 1,285	\$ 1,319	\$ 1,354	\$ 23,386
County Operating	4.3780	\$ 2,608	\$ 2,681	\$ 2,755	\$ 2,831	\$ 2,908	\$ 2,987	\$ 3,068	\$ 3,149	\$ 3,233	\$ 55,847
County Parks	0.4676	\$ 279	\$ 286	\$ 294	\$ 302	\$ 311	\$ 319	\$ 328	\$ 336	\$ 345	\$ 5,965
County Nat Area	0.2490	\$ 148	\$ 152	\$ 157	\$ 161	\$ 165	\$ 170	\$ 174	\$ 179	\$ 184	\$ 3,176
County EECS	0.1922	\$ 115	\$ 118	\$ 121	\$ 124	\$ 128	\$ 131	\$ 135	\$ 138	\$ 142	\$ 2,452
County HCMA	0.2089	\$ 124	\$ 128	\$ 131	\$ 135	\$ 139	\$ 143	\$ 146	\$ 150	\$ 154	\$ 2,665
Couny Vet Ret.	0.0966	\$ 58	\$ 59	\$ 61	\$ 62	\$ 64	\$ 66	\$ 68	\$ 69	\$ 71	\$ 1,232
County Roads	0.4981	\$ 297	\$ 305	\$ 313	\$ 322	\$ 331	\$ 340	\$ 349	\$ 358	\$ 368	\$ 6,354
County MH & PS	0.9753	\$ 581	\$ 597	\$ 614	\$ 631	\$ 648	\$ 665	\$ 683	\$ 702	\$ 720	\$ 12,441
County CSRV Dist	0.0199	\$ 12	\$ 12	\$ 13	\$ 13	\$ 13	\$ 14	\$ 14	\$ 14	\$ 15	\$ 254
WCC	3.3759	\$ 2,011	\$ 2,067	\$ 2,125	\$ 2,183	\$ 2,243	\$ 2,303				\$ 35,777
ISD	5.2717	\$ 3,141	\$ 3,228	\$ 3,318	\$ 3,409	\$ 3,502	\$ 3,597	\$ 3,694	\$ 3,792	\$ 3,893	\$ 67,248
Local Total	27.3989	\$ 16,324	\$ 16,780	\$ 17,244	\$ 17,718	\$ 18,202	\$ 18,695	\$ 19,198	\$ 19,711	\$ 20,234	\$ 349,509
<u>Non-Capturable Millages</u>	Millage Rate										
School Debt	4.1000	\$ 2,443	\$ 2,511	\$ 2,580	\$ 2,651	\$ 2,724	\$ 2,797	\$ 2,873	\$ 2,950	\$ 3,028	\$ 52,301
ISD Debt	0.3700	\$ 220	\$ 227	\$ 233	\$ 239	\$ 246	\$ 252	\$ 259	\$ 266	\$ 273	\$ 4,720
Total Non-Capturable Taxes	4.4700	\$ 2,663	\$ 2,738	\$ 2,813	\$ 2,891	\$ 2,969	\$ 3,050	\$ 3,132	\$ 3,216	\$ 3,301	\$ 57,021
Total Capturable Millages	51.3989										
Total Capturable & Non-Capturable Millages	55.8689										
Total Tax Increment Revenue (TIR) Available for Capture	\$	30,623	\$ 31,478	\$ 32,349	\$ 33,238	\$ 34,145	\$ 35,070	\$ 36,014	\$ 36,976	\$ 37,958	

Table 3:
Tax Increment Reimbursement Estimates
4025 Packard, Pittsfield Township

Developer Maximum Reimbursement	Total Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	46.69%	\$ 163,413	\$ -	\$ 163,413
Local	53.31%	\$ 186,555	\$ 62,445	\$ 249,000
TOTAL		\$ 349,969	\$ 62,445	\$ 412,413
EGLE	84.86%	\$ 349,968		\$ 349,968
Local Only	15.14%	\$ 62,445		\$ 62,445
TOTAL		\$ 412,413	\$ -	\$ 412,413

Estimated Maximum Years of Plan: 23

Estimated Capture	
Admin Fees and/or LBRF	\$ 107,442
State Revolving Fund	\$ 27,753

	1	2	3	4	5	6	7	8	9	10
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Total State Incremental Revenue	\$ 9,469	\$ 9,771	\$ 10,079	\$ 10,394	\$ 10,715	\$ 11,042	\$ 11,376	\$ 11,717	\$ 12,064	\$ 12,418
State Brownfield Revolving Fund (50% of SET)	\$ 1,184	\$ 1,221	\$ 1,260	\$ 1,299	\$ 1,339	\$ 1,380	\$ 1,422	\$ 1,465	\$ 1,508	\$ 1,552
State TIR Available for Reimbursement	\$ 8,285	\$ 8,550	\$ 8,819	\$ 9,095	\$ 9,376	\$ 9,662	\$ 9,954	\$ 10,252	\$ 10,556	\$ 10,866
Total Local Incremental Revenue	\$ 10,809	\$ 11,155	\$ 11,507	\$ 11,866	\$ 12,232	\$ 12,606	\$ 12,987	\$ 13,376	\$ 13,773	\$ 14,177
BRA Administrative Fee (10%)	\$ 2,028	\$ 2,093	\$ 2,159	\$ 2,226	\$ 2,295	\$ 2,365	\$ 2,436	\$ 2,509	\$ 2,584	\$ 2,660
Local TIR Available for Reimbursement	\$ 8,782	\$ 9,062	\$ 9,348	\$ 9,640	\$ 9,938	\$ 10,241	\$ 10,551	\$ 10,867	\$ 11,189	\$ 11,517
Total State & Local TIR Available	\$ 17,067	\$ 17,612	\$ 18,168	\$ 18,735	\$ 19,313	\$ 19,903	\$ 20,505	\$ 21,119	\$ 21,745	\$ 22,384

DEVELOPER	Beginning Balance										
DEVELOPER Reimbursement Balance	\$ 412,413	\$ 395,347	\$ 377,735	\$ 359,567	\$ 340,832	\$ 321,519	\$ 301,616	\$ 281,111	\$ 259,992	\$ 238,247	\$ 215,864

EGLE Environmental Costs	\$ 349,968										
State Tax Reimbursement		\$ 8,285	\$ 8,550	\$ 8,819	\$ 9,095	\$ 9,376	\$ 9,662	\$ 9,954	\$ 10,252	\$ 10,556	\$ 10,866
Local Tax Reimbursement		\$ 7,452	\$ 7,690	\$ 7,933	\$ 8,180	\$ 8,433	\$ 8,691	\$ 8,953	\$ 9,221	\$ 9,495	\$ 9,774
Total EGLE Reimbursement Balance		\$ 334,231	\$ 317,992	\$ 301,239	\$ 283,964	\$ 266,156	\$ 247,803	\$ 228,896	\$ 209,422	\$ 189,372	\$ 168,732

Local Only Costs	\$ 62,445										
Local Tax Reimbursement		\$ 1,330	\$ 1,372	\$ 1,415	\$ 1,460	\$ 1,505	\$ 1,551	\$ 1,598	\$ 1,645	\$ 1,694	\$ 1,744
Total Local Only Reimbursement Balance		\$ 61,115	\$ 59,743	\$ 58,328	\$ 56,868	\$ 55,363	\$ 53,813	\$ 52,215	\$ 50,570	\$ 48,876	\$ 47,132

Total Annual Developer Reimbursement		\$ 17,067	\$ 17,612	\$ 18,168	\$ 18,735	\$ 19,313	\$ 19,903	\$ 20,505	\$ 21,119	\$ 21,745	\$ 22,384
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LOCAL BROWNFIELD REVOLVING FUNL

LBRF Deposits *											
State Tax Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Table 3:
Tax Increment Reimbursement Estimates
4025 Packard, Pittsfield Township

	11	12	13	14	15	16	17	18	19	20	21	22	23	
	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	TOTAL
Total State Incremental Revenue	\$ 12,780	\$ 13,148	\$ 13,524	\$ 13,908	\$ 14,299	\$ 14,698	\$ 15,105	\$ 15,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 222,028
State Brownfield Revolving Fund (50% of SET)	\$ 1,597	\$ 1,644	\$ 1,691	\$ 1,738	\$ 1,787	\$ 1,837	\$ 1,888	\$ 1,940	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,753
State TIR Available for Reimbursement	\$ 11,182	\$ 11,505	\$ 11,834	\$ 12,169	\$ 12,512	\$ 12,861	\$ 13,217	\$ 13,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 194,274
Total Local Incremental Revenue	\$ 14,590	\$ 15,010	\$ 15,440	\$ 15,878	\$ 16,324	\$ 16,780	\$ 17,244	\$ 17,718	\$ 18,202	\$ 18,695	\$ 19,198	\$ 19,711	\$ 20,234	\$ 349,509
BRA Administrative Fee (10%)	\$ 2,737	\$ 2,816	\$ 2,896	\$ 2,979	\$ 3,062	\$ 3,148	\$ 3,235	\$ 3,324	\$ 1,820	\$ 1,869	\$ 1,920	\$ -	\$ -	\$ 53,160
Local TIR Available for Reimbursement	\$ 11,853	\$ 12,195	\$ 12,543	\$ 12,899	\$ 13,262	\$ 13,632	\$ 14,009	\$ 14,394	\$ 16,381	\$ 16,825	\$ 17,278	\$ 19,711	\$ 20,233	\$ 296,349
Total State & Local TIR Available	\$ 23,035	\$ 23,699	\$ 24,377	\$ 25,068	\$ 25,773	\$ 26,493	\$ 27,226	\$ 27,974	\$ 16,381	\$ 16,825	\$ 17,278	\$ 19,711	\$ 20,233	\$ 490,623
DEVELOPER														
DEVELOPER Reimbursement Balance	\$ 192,829	\$ 169,130	\$ 144,753	\$ 119,684	\$ 93,911	\$ 71,482	\$ 57,473	\$ 43,078	\$ 26,697	\$ 9,872	\$ (0)	\$ -	\$ -	
EGLE Environmental Costs														
State Tax Reimbursement	\$ 11,182	\$ 11,505	\$ 11,834	\$ 12,169	\$ 12,512	\$ 8,797			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 163,413
Local Tax Reimbursement	\$ 10,058	\$ 10,348	\$ 10,644	\$ 10,946	\$ 11,254	\$ 11,568	\$ 11,888	\$ 12,215	\$ 11,813	\$ -		\$ -	\$ -	\$ 186,555
Total EGLE Reimbursement Balance	\$ 147,492	\$ 125,639	\$ 103,161	\$ 80,046	\$ 56,280	\$ 35,916	\$ 24,027	\$ 11,813	\$ (0)	\$ -	\$ -	\$ -	\$ -	
Local Only Costs														
Local Tax Reimbursement	\$ 1,795	\$ 1,846	\$ 1,899	\$ 1,953	\$ 2,008	\$ 2,064	\$ 2,121	\$ 2,179	\$ 4,568	\$ 16,825	\$ 9,872	\$ -	\$ -	\$ 62,445
Total Local Only Reimbursement Balance	\$ 45,337	\$ 43,491	\$ 41,592	\$ 39,638	\$ 37,630	\$ 35,566	\$ 33,445	\$ 31,266	\$ 26,697	\$ 9,872	\$ -	\$ -	\$ -	
Total Annual Developer Reimbursement	\$ 23,035	\$ 23,699	\$ 24,377	\$ 25,068	\$ 25,773	\$ 22,429	\$ 14,009	\$ 14,394	\$ 16,381	\$ 16,825	\$ 9,872	\$ -	\$ -	\$ 412,413
LOCAL BROWNFIELD REVOLVING FUNE														
LBRF Deposits *														
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,064	\$ 13,217	\$ 8,066	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,347
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,406	\$ 19,711	\$ 1,819	\$ 28,935
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,064	\$ 13,217	\$ 8,066	\$ -	\$ -	\$ 7,406	\$ 19,711	\$ 1,819	\$ 54,282

* Up to five years of capture for LBRF Deposits



Washtenaw County Brownfield Redevelopment Authority Project Application Form

This application form must be completed by the applicant to initiate the brownfield process by the Washtenaw County Brownfield Redevelopment Authority (WCBRA). The completed application will then be submitted to the appropriate representative of the local municipality within which the proposed project is located. There are no deadlines for the submittal of applications -- applications will be accepted on an ongoing basis.

NOTE: The Project Concept Application (Application) is the first step for all brownfield redevelopment projects coming through the WCBRA. The Project Application is part of our commitment to partner with each Municipal Member throughout the brownfield redevelopment process.

Approval of the Application by the local municipality is **NOT approval of the brownfield project/plan** and the requested Tax Increment Financing (TIF). Approval gives Staff permission to assist the developer in creating a Brownfield Plan.

If a local municipality initially approves a project application, it is not obligated to approve the brownfield plan.

The following separate application fees are due upon processing and acceptance of the brownfield application.

County Brownfield Authority Fee, based on total project investment:

**\$0- \$5Million = \$3,000;
\$5M - \$10M = \$4,000; and
\$10 M and over = \$5,000**

Additional Application Fee for Projects within the City of Ann Arbor, due to administrative review costs associated with the Financial Proforma Return on Investment Analysis and review of environmental criteria above the County process:

\$4,200

Submit a PDF of the completed application form and any supplemental materials must be submitted to the Washtenaw County Office of Community and Economic Development, Brownfield Program, 415 W. Michigan Ave., 2nd Floor, Ypsilanti, MI 48197.

For assistance in completing this application form, please contact the Washtenaw County Office of Community and Economic Development:

Nathan Voght, Brownfield Redevelopment Coordinator
voghtn@washtenaw.org

(734) 544-3055 phone
(734) 544-6749 fax

Additional information regarding Brownfield Applications and the Washtenaw County Brownfield Authority process is available online at <http://www.washtenaw.org/brownfields> .

Before submitting a project application, please make sure all items on the attached checklist are included. Project Application will not be reviewed until items are completed.



OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

PROJECT APPLICANT INFORMATION

Date: March 10, 2022

Project Applicant Name: 4025 Packard, LLC

Mailing Address: 600 N. Old Woodward, Suite 100, Birmingham, MI 48009

Contact Person for Applicant: Brian Najor

Telephone/Fax Numbers: (248) 703-8900

E-mail Address: brian@najorcompanies.com

Property Owner Name: Same as above

Mailing Address: Same as above

Contact Person for Property Owner: Same as above

Telephone/Fax Numbers: Same as above

E-mail Address: Same as above

PROJECT INFORMATION

Project Address: 4025 Packard Road, Pittsfield Township, MI 48108

Parcel ID Number(s): L-12-01-354-015

Legal Description: *OLD SIDE – L 12-145-002-00 PI 47-1, 2, 31, 32 B1K 1 SUDIVISION OF LOTS 1 TO 73 INCLUSIVE EXCEPT LOTS 34 & 36 AND LOTS 109 TO 111 INCLUSIVE OF OAK PARK

Located within WCBRA Member Municipality: ☒ YES ☐ NO



Is the project located within a Downtown Development Authority (DDA)?

No

If yes, has the DDA been contacted? Do they support the project? If so, what level of support has been identified?

Not Applicable

Proposed Project Description:

The property is currently vacant and located at a major intersection within Township. Brownfield eligible activities involves site demolition activities, transport and disposal of contaminated soil, and Brownfield/Act 381 Plan preparation.

- ☐ *Attach copies of proposed preliminary site development or concept plans to illustrate how the proposed redevelopment and land uses will be situated on the subject property, and documenting access to all necessary utilities and infrastructure.*

Proposed Redevelopment Use(s):

With an approximate investment of \$3.16 million, the project involves the construction of a 6,932 square foot building for commercial retail tenants.

Anticipated Project Schedule/Critical Dates:

Construction activities will commence in the spring of 2022 and is anticipated to be completed by winter of 2022.

Status of Development Permits and Applications:

Final site plans have been conditionally approved by the Township.



Description of Known or Suspected Environmental Contamination Concerns

The site was previously operated as a gasoline dispensing station. Please see the attached for a description of the contamination known to exist at the site.

- ☐ Attach environmental reports sufficient to document brownfield eligibility, such as Facility status, site history, and current site conditions. (i.e. Phase I, Phase II, BEA, etc)

Needed Eligible Activities and Projected Costs (if known):

- ☐ Attach a copy of Eligible Activity Table.
- ☐ Attach additional pages if needed and supporting documentation or reports if available.

Projected Private Investment in Redevelopment:

Approximately \$3.16 million.

For City of Ann Arbor Projects:

- ☐ Prepare to provide, upon request, under separate cover, detailed proforma and project budget illustrating all related project expenses, sources of financing, and project financing gap.

Anticipated Job Creation or Retention Impacts:

The project is estimated to create approximately 50 construction jobs and 10 permanent jobs.



Other Significant Project Information:

Please see the attached.

PROJECT APPLICATION CHECKLIST

Before submitting the project application, please make sure all items on the checklist are included. Project Application will not be reviewed until items are completed.

Ownership Documentation

- ☐ If the project applicant does not own the property,, please attach documentation to adequately demonstrate authorization to proceed with development planning, such as a purchase or development agreement or notarized letter, to submit this application form for consideration by the WCBRA.
or;
- ☐ Attach copy of current title commitment and proof of ownership.

Site Plan

- ☐ Attach copies of proposed preliminary site development or concept plans to illustrate how the proposed redevelopment and land uses will be situated on the subject property, and documenting access to all necessary utilities and infrastructure.

Financial Information and Eligible Activities

- ☐ Attach a copy of Eligible Activity Table and TIF Table broken down by taxing jurisdiction.

For City of Ann Arbor Projects:



OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

- ❑ *Prepare to provide, upon request, under separate cover, detailed proforma and project budget illustrating all related project expenses, sources of financing, and project financing gap.*

Environmental Work Completed

- ❑ Attach or otherwise provide access to environmental reports sufficient to document brownfield eligibility, such as Facility Status, site history, and current site conditions. (i.e. Phase I, Phase II, BEA, , etc)

4025 PACKARD RD ANN ARBOR, MI 48108 (Property Address)

Parcel Number: L-12-01-354-015



Item 1 of 6 6 Images / 0 Sketches

Property Owner: 4025 PACKARD LLC**Summary Information**

> Assessed Value: \$379,800 | Taxable Value: \$296,702
> 28 Building Department records found

> Property Tax information found

Owner and Taxpayer Information

Owner	4025 PACKARD LLC 600 N OLD WOODWARD AVE STE 100 BIRMINGHAM, MI 48009-3835	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2021

Property Class	201 COMMERCIAL-IMPROVED	Unit	L -12 PITTSFIELD TOWNSHIP
School District	ANN ARBOR PUBLIC SCHOOLS	Assessed Value	\$379,800
MAP #		Taxable Value	\$296,702
USER NUM IDX	0	State Equalized Value	\$379,800
USER ALPHA 1	Not Available	Date of Last Name Change	02/11/2013
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
USER ALPHA 2	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information**Homestead Date** No Data to Display

Principal Residence Exemption	June 1st	Final
2021	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2020	\$381,000	\$381,000	\$292,606
2019	\$372,300	\$372,300	\$287,151
2018	\$324,100	\$324,100	\$280,421

Land Information

Zoning Code	FB	Total Acres	1.073
Land Value	\$593,000	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	Not Available	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	267.00 ft	175.00 ft
Total Frontage: 267.00 ft		Average Depth: 175.00 ft

Legal Description

*OLD SID - L 12-145-002-00 PL 47-1, 2, 31, 32 LOTS 1, 2, 31, 32 B1K 1 SUBDIVISION OF LOTS 1 TO 73 INCLUSIVE EXCEPT LOTS 34 & 36 AND LOTS 109 TO 111 INCLUSIVE OF OAK PARK.

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acres of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
11/18/2010	\$500,000.00	WD	CARPENTER & PACKARD BUILDING LLC	4025 PACKARD LLC	10-FORECLOSURE	
03/22/2002	\$550,000.00	LC	SPEEDWAY SUPERAMERICA LLC	CARPENTER & PACKARD BUILDING LLC	03-ARM'S LENGTH	4120/554
12/10/1999	\$750,490.00	CD	MERCURY PETROLEUM LLC	SPEEDWAY SUPERAMERICA LLC	03-ARM'S LENGTH	3928/660

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WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY REIMBURSEMENT AGREEMENT

This Agreement (the "Agreement") dated June 18, 2022 (the "Effective Date"), is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of 1996, as amended ("Act 381"), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and Sartorius, ~~LLC~~ BioAnalytical Instruments, Inc. (the "Developer"), a ~~Michigan Limited Liability Company~~ Delaware Corporation, whose address is 565 Johnson Ave, Bohemia, NY 11716.

RECITALS

- A. Pursuant to Act 381, as amended, the Authority has determined that the property described below meets the definition of an Eligible Property as defined in Appendix A and prepared a Brownfield Plan for the Eligible Property described below that was duly approved by the Washtenaw County Board of Commissioners with concurrence from the City of Ann Arbor: (the "City"):
 - a. Located at 3874, 3886, 3944, 3950, and 3958 Research Park Drive, Ann Arbor, MI 48108.
 - b. Located in the City of Ann Arbor, Washtenaw County, Michigan.
 - c. Tax Identification Number 09-12-09-303-017 (the "Eligible Property");).
 - d. Legal Description provided in Exhibit B.
- B. The Developer plans to redevelop the Eligible Property as follows:
 - a. Combine and redevelop ~~five parcels into a~~ the Eligible Property, comprising approximately 16 acres, with an approximately 130,000 sq. ft. flex/lab space building, on 17 acres of property, with associated utility, road, parking, landscaping, rooftop solar system, and other amenity improvements: (the "Project"). The property to be redeveloped includes outlots for optional future expansion ~~(the "Improvements")~~.
 - b. This will occur through the Developer incurring costs.
 - c. The ~~Improvements are~~ Project is expected to increase the tax base within ~~the~~ Washtenaw County, and otherwise enhance the economic vitality and quality of life within Washtenaw County.
- C. The Developer will conduct Eligible Activities and incur ~~eligible costs~~ Eligible Costs, and such terms are defined in Exhibit A, pursuant to the approved Brownfield Plan attached as Exhibit C, Act 381 Work Plan attached as Exhibit D, and according to the terms of this Agreement.

- D. Act 381 permits the Authority to capture and use ~~of~~ the real and personal property tax revenues generated from the increase in value of the Eligible Property to pay or reimburse the costs of Eligible Activities.
- E. Act 381 permits the use of Tax Increment Revenue (~~("TIR")~~) to support the payment of interest on unreimbursed Eligible Costs, but Interest is not included as an Eligible Activity in the approved Brownfield Plan.
- F. The Authority has incurred and will incur Administrative Costs for its operations and the preparation, approval, and administration of the Brownfield Plan, ~~for which it seeks~~ and is permitted by Act 381 to seek reimbursement for such costs from TIR.
- G. The Authority ~~intends~~ is further permitted to fund the Local Brownfield Revolving Fund (~~("LBRF")~~) during and after the Developer Reimbursement ~~period~~ Period (defined below).
- H. In accordance with Act 381, the Brownfield Plan, and this Agreement, the parties desire to use TIR generated from an increase in the taxable value of the Eligible Property resulting from ~~its Improvements~~ the development of the Project to reimburse the Developer for actual expenses for approved Eligible Activities, the Authority for its Administrative Costs (at the discretion of the Authority), and to fund the LBRF.
- I. The parties are entering into this Agreement to establish the terms, conditions and procedures for the reimbursement from TIR.

TERMS AND CONDITIONS

Pursuant to the Recitals of this Agreement, the parties agree with each other as follows:

1. Definitions – All terms included in this agreement are defined through Exhibit A "Definitions"
2. The Brownfield Plan – The Brownfield Plan, which may be amended from time to time, shall be the ~~Plan~~ plan in effect at the time that Eligible Activities are conducted and Eligible Costs are incurred. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 shall control. [WE NEED THE BROWNFIELD PLAN AND THE WORK PLAN.]
3. Term of Agreement – In accordance with the Brownfield Plan, the Authority shall capture the ~~Tax Increment Revenues (TIR)~~ generated by the ~~Improvements on the Property~~ Project to reimburse for Eligible Costs until the earlier of (i) the date that all the Eligible Costs are fully reimbursed under this Agreement; or (ii) at the end of the fourteenth (14th) tax capture year ~~where capture is anticipated to begin in 2023~~ after the date the Authority begins to capture TIR under the Brownfield Plan, or as may subsequently be extended by a Brownfield Plan amendment and amendment to this ~~agreement, after the date the Authority begins to capture Tax Increment~~

~~Revenues under the Brownfield Plan Agreement, where year one of the capture shall begin no earlier than 2023;~~ or (iii) the maximum number of years as established pursuant to a tax appeal, pursuant to Section 4, below. If this Agreement ends before the reimbursement of all Eligible Costs, the last payment by the Authority shall be whatever TIR remains from the summer and winter taxes distributed during the final year of the Agreement, after full reimbursement for the State Brownfield Fund, Authority Administrative Expenses, and the LBRF.

4. Eligible Activities – The Eligible Activities and Eligible Costs shall be as described in the “Eligible Activities and Costs” Table in the Brownfield Plan, and further defined in the approved Act 381 Work Plan, and are incorporated by reference into this Agreement.
5. Developer Reimbursable Eligible Costs – The ~~total of costs eligible for reimbursement, the Total estimated~~ Eligible Costs, ~~and the estimated costs~~ for each type of ~~eligible activity,~~ Eligible Activity shall be as described in the “Eligible Activities and Costs” Table of the Brownfield Plan, and further defined by the approved Act 381 Work Plan. [WE NEED COPIES OF THE DOCUMENTS] However, Developer Reimbursable Eligible Costs shall not include \$1.1 million of reimbursement for those Eligible Activities highlighted in the Table, which the Authority shall not reimburse to the Developer, but rather remit, through separate Agreement, to the City of Ann Arbor. This represents the Developer’s payment to the City’s Affordable Housing Trust Fund of the “Fee in Lieu” of providing Affordable Housing, in accordance with the City’s 2019 Brownfield Policy. The total Eligible Costs to be reimbursed to Developer (“Total Developer Reimbursable Eligible Costs”) shall be the maximum amount of reimbursement authorized under this Agreement. The actual cost for one or more types of activity may differ from that described in the Brownfield Plan, as long as the Total Developer Reimbursable Eligible Costs are not exceeded.
6. Reimbursement Source – During the term of this Agreement, the Authority shall capture, as provided in the Brownfield Plan and allowed by Act 381, those TIR, which are levied from both Local Taxes and Taxes for School Operating Purposes on the Property, and any new personal property. The Authority will use those TIR to reimburse Developer Reimbursable Eligible Costs (including interest where applicable) in accordance with the Brownfield Plan, as may be amended, the approved Act 381 Work 381 Work Plan(s) (See Exhibit D), as may be amended, and this Agreement. Local TIR alone shall not be used to reimburse any Eligible Costs unless expressly allowed by the Brownfield Plan.
7. Allocation of Captured Taxes – Captured taxes will be allocated in the following order of priority during each year of the Brownfield Plan:
 - a. Fifty percent (50%) of the taxes levied under the State Education Tax Act in each of the first 25 years of the Brownfield Plan, or as otherwise required by statute, will be paid to the State of Michigan for allocation to the state brownfield redevelopment fund.
 - b. Local and School Operating captured taxes in an amount of 10% of total annual captured TIR during and after reimbursement of ~~Developer Reimbursable~~ Eligible Costs, as identified in

the Brownfield Plan, and will be allocated for deposit in the LBRF and/or allocated for reimbursement of Authority Administrative fees, at the sole discretion of the Authority.

- c. The balance of Local and School Operating captured taxes, up to \$1.1 million, will be allocated for the payment to the ~~City of Ann Arbor's~~ City's Affordable Housing Trust Fund representing the Developer's required Fee in Lieu of providing affordable housing, from actual costs of Eligible Activities incurred by the Developer.
 - d. The balance of Local and School Operating captured taxes, only after full payment to the City ~~of Ann Arbor~~ the \$1.1 million Fee in Lieu, will be allocated for the reimbursement of actual costs of Eligible Activities incurred by the Developer.
 - e. The Authority will then capture, after Developer has been fully reimbursed all ~~eligible costs~~ Eligible Costs or after the capture limit described in Section 3 has been reached, whichever comes first, an amount necessary to result in \$719,649 total capture in LBRF and Authority Administrative fees.
8. Eligible Costs Reimbursement – For those Eligible Costs for which Developer seeks reimbursement from the Authority, the Developer shall ~~incur Eligible Costs and~~ submit documentation to the Eligible Costs to the Authority according to the instructions and guidelines provided in Exhibit E. The parties agree that Developer shall only seek reimbursement for its actual costs to perform the Eligible Activities, in accordance with the Brownfield Plan and Act 381 Work Plan. Eligible Activities being submitted for reimbursement shall not have occurred more than 24 months prior to the submittal date, with the exception of environmental assessments, ~~BEA~~ a Baseline Environmental Assessment, and Due Care ~~activities~~ Activities.
9. Interest – Interest is not included as an Eligible Cost in the Brownfield Plan.
10. Payments – Payments to Developer shall be made as follows:
- a. Within 90 days of its receipt of the documentation described in paragraph 8 above, the Authority, in its sole discretion, shall either approve Eligible Costs for payment or request additional information. ~~If the~~ The Authority ~~determines will process~~ all or a portion of the ~~requested payment is for~~ Approved Eligible Costs, ~~it shall process that the portion of the requested for~~ payment ~~request~~ as provided in subparagraph (b) below. If the Authority determines that insufficient information has been provided, disputes any portion of any payment request or disputes the eligibility of any costs of any payment request, it shall notify Developer in writing of its determination and the reasons for its determination. Developer shall have 28 days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority's representatives or, if the Authority Board consents, to formally meet with the Authority and be placed on a meeting agenda to discuss and resolve any remaining dispute. In doing so, Developer shall provide the Authority a written response to the Authority's decision and the reasons given by the Authority. If the

parties do not resolve the dispute in such a manner, it shall be resolved as provided in Paragraph 11 below.

- b. Once the Authority determines that Eligible Costs are Approved Eligible Costs, it shall pay to Developer the amounts for which submissions have been made pursuant to paragraph 7 of this Agreement within 30 days after the Authority receives TIR from which the Approved Eligible Costs may be wholly or partially paid. The Authority shall only be obligated to reimburse Developer to the extent TIR is available to reimburse such costs.

~~c. The repayment obligation under this Agreement shall expire at the earliest of the following: i) payment by the Authority to Developer of all amounts due Developer under this Agreement; ii) expiration of the reimbursement period as defined in the Brownfield Plan; or iii) expiration of the reimbursement period as defined in Act 381.~~

~~d.c.~~ The ~~Notwithstanding anything set forth herein, the~~ amount to be reimbursed under this Agreement shall not exceed the ~~following~~ greater of :

- i. The maximum amount of ~~Developer Reimbursable eligible costs~~ Eligible Costs in the approved Brownfield Plan and as further determined by the approved Act 381 Work Plan; ~~and/or~~
- ii. The maximum amount of ~~Approved~~ Eligible Costs ~~as determined by approved~~ under this Agreement as eligible for reimbursement.

~~e.d.~~ The Authority may not make TIR reimbursements while Real Property Taxes are delinquent on the Eligible Property.

~~f.e.~~ If the property owner has filed an appeal of property assessment and/or the outcome of such an appeal is still pending, the Authority, at its sole discretion, may withhold reimbursement of ~~Developer Reimbursable eligible costs~~ Eligible Costs, until such appeal is resolved. The purpose of any delay is to prevent overpayment and the need to “claw-back” funds reimbursed due to lowered Taxable Values.

11. Dispute As to Eligible Costs – If there is a dispute over whether a cost submitted by Developer is an Eligible Cost the dispute shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then the County and Authority shall together choose an independent knowledgeable professional and Developer shall choose an independent knowledgeable professional to review the Authority’s decision. If the two knowledgeable professionals so selected agree that costs submitted are eligible, the Developer shall be reimbursed those costs in accordance with this Agreement. If the two professionals so selected cannot agree that costs submitted are eligible, the two selected professionals shall appoint a third knowledgeable professional who shall make a final determination and Developer shall then be reimbursed those costs in accordance with this Agreement to the extent determined by the third knowledgeable professional. All fees and costs incurred by any party

with respect to this paragraph, shall be the sole responsibility of the Developer. Failure of the Developer to pay any obligation incurred with respect to this paragraph shall constitute a default of this Agreement pursuant to paragraph 12.

12. Default – Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party, and the defaulting party shall have 30 days to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement, or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance of a court of competent jurisdiction. If the Authority, in its sole discretion, determines that any cure proposed by the Developer may take more than 30 days to complete, the Authority may permit the Developer to complete the cure in a time and manner agreeable to the Authority. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default.
13. Local Brownfield Revolving Fund – In accordance with Act 381 and the Brownfield Plan, the Authority will fund the LBRF using a portion of the TIR captured by the Authority during, and/or after, the period of reimbursement of Developer's Eligible Costs and accrued interest, if any. The Authority, at its sole discretion, will annually capture TIR to fund Authority Administrative operations and/or deposit into the LBRF as described in the approved Brownfield Plan.
14. Authority Monitoring -- The Authority may monitor the Project for the purpose of verifying that the activities, invoices and accounting of the Developer are accurate, reasonable and constitute Eligible Activities under this Agreement. The Developer shall provide any authorized representative of the Authority access to or copies of permits, data, reports, testing, or sampling results, invoices or other such documents reasonably necessary for monitoring. The Authority, EGLE, or MSF shall also be given access to the property upon reasonable request in order to review any Eligible Activities or perform any other obligations under this Agreement. Except in the case of an emergency or exigent circumstance, the Authority shall give the Developer at least 24 hours notice of requests under this paragraph. Except for the right to monitor the Developer's compliance with this Agreement, nothing in this Agreement shall be interpreted to give the Authority any right to exercise control over the performance of Eligible Activities or other actions by the Developer.
15. Adjustments – If, due to an appeal of any tax assessment, reassessment of any portion of the Property, abatement of any taxes, or for any other reason, the Authority is required to reimburse any TIR to any tax levying unit, then: i) the Developer shall pay the Authority the full amount required to reimburse such TIR, including interest and penalties, within 30 days of receiving any invoice from the Authority; or ii) the Authority may deduct the amount of any such reimbursement, including interest and penalties, from all subsequent payments due to the Developer until such TIR, including interest and penalties, is fully recovered. If all amounts due the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such

reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this paragraph shall not reduce Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

16. Insurance – The Developer shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below. The Developer shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Developer to perform services pursuant to this agreement to purchase and maintain insurance coverages at the limits set forth below. Developer and its contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as an additional insureds under all coverages listed below except Worker's Compensation. The Developer shall maintain other insurance as it deems appropriate for its own protection.

- a. Worker's Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
 - i. Contractual Liability
 - ii. Products and Completed Operations
 - iii. Independent Contractors Coverage
 - iv. Broad Form General Liability Endorsement or Equivalent
- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d. Environmental Impairment Liability Insurance shall be provided by Developer, Contractors, sub-contractors and site work contractors engaging in environmental and/or demolition activities, covering any sudden and non-sudden pollution or environmental impairment, including clean up costs and defense, with limits of liability of not less than \$1,000,000 per occurrence.
- e. All insurance coverages described above shall remain in effect at all times until completion of all eligible activities. The Developer shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced

written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.

17. Indemnification – The Developer shall indemnify, defend, and hold harmless, the Authority, Washtenaw County, and their officers, board members, commissioners, employees and agents from all claims, damages, lawsuits, costs and expenses, including reasonable attorney fees, incurred as a result of any acts, omissions, negligence, or gross negligence of the Developer or its employees, agents, consultants, contractors or subcontractors related to the Project or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the Developer. The Developer shall indemnify the Authority, Washtenaw County, and any of the listed entities officers, board members, commissioners, employees and agents from all reasonable costs and expenses, including reasonable attorney fees, incurred in the enforcement of any obligation or claim against the Developer under this Agreement. These indemnification provisions will survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities provided under state or federal law.
18. Freedom of Information Act – Developer understands that all communications, information, and/or documentation submitted by Developer may be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement, Petitions for Reimbursement and supporting documentation.
19. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.
20. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent, which shall not be unreasonable withheld, except for an assignment by the Developer for the purposes of securing financing for the Project, which shall require notice but not the prior consent of the other parties.
21. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.
22. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
23. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

24. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
25. Compliance with Applicable Law – Developer agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.
26. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
27. No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.
28. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.
29. The Authority's reimbursement obligations under this Agreement are contingent on the requirement that there shall be no action, suit, proceeding or investigation pending before any court, public board or body to which the Developer, ~~the~~ Washtenaw County, the City ~~of Ann Arbor~~, or the Authority is a party, or threatened against the Developer, ~~the~~ Washtenaw County, ~~the~~ City of Ann Arbor, or the Authority contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or which could result in an adverse decision which would have one or more of the following effects:
- a. A material adverse effect upon the ability of the Authority to collect and use ~~Tax~~ IncrementsTIR to pay the obligations;
 - b. A material adverse effect upon the ability of the Developer to conduct Eligible Activities;
 - c. Any other material adverse effect on the Developer's or the Authority's ability to comply with the obligations and terms of this Agreement, or the Brownfield Plan or 381 Work Plan.
30. Annual Reporting – The Developer shall report annually, by April 1, the following information to the Authority for the previous calendar year, as applicable:
- a. Number of residential units constructed or rehabilitated;
 - b. Square feet of new or rehabilitated residential, retail, commercial, or industrial space
 - c. Number of new jobs created;
 - d. For projects actively capturing TIR, amount of actual capital investment;
 - e. Any additional information deemed necessary by the Authority.

The parties have executed this Agreement on the dates set forth below.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY: _____
Trevor Woollatt, Chairman

Date: _____

Attested to:

By: _____
Lawrence Kestenbaum, County Clerk/Register

Date: _____

Approved As to Form:

By: _____
Michelle Billard, Corporation Counsel

DEVELOPER

BY: _____

PRINT NAME: _____

ITS: _____

Date: _____

Exhibits

Exhibit A – Definitions

Exhibit B – Legal Description

Exhibit C – Brownfield Plan

Exhibit D – Approved Act 381 Work Plan(s)

Exhibit E – Eligible Costs Reimbursement Procedures

EXHIBIT A - Definitions

- a. ~~“Administrative Costs,”~~ as defined in Section 13b, Sub-Section 7 (a) (i, ii, and iii).
- b. “Baseline Environmental Assessment ” is defined by Section 2(b) of Act 381;
- c. “Brownfield Plan” is defined by Section 2(e) of Act 381 and is incorporated by reference in Exhibit C;
- d. “Approved Eligible Costs” – Those Eligible Costs which have been submitted, reviewed, and approved by the Authority.
- e. "Department specific activities" are defined by Section 2 (l) of Act 381
- f. “Due Care Activities” are defined by Section 2 (m) of Act 381;
- g. “Eligible Activities” are defined by Section 2(o) of Act 381;
- h. “Eligible Costs” are those ~~being costs that are incurred for payment of activities under Act 381, and which are~~ submitted to the Authority for Certification.
- i. “Eligible Property” is defined by Section 2(p) of Act 381;
- j. "Event of Default" means the failure of performance or breach by a party to carry out any of its obligations or comply with any of its warranties, representations, or conditions under this Agreement or, with respect to a party, if any representation, omission, or warranty of such party was false when made.
- k. “Local Brownfield Revolving Fund”, “LBRF” pursuant to Section 8 of Act 381.
- l. “Local Taxes” are defined by Section 2(ff) of Act 381;
- m. “Tax Increment Revenues” (TIR) are defined by Section 2(ss) of Act 381;
- n. “Taxes Levied for School Operating Purposes” is defined by Section 2(uu) of Act 381;
- ~~o. “Work Plan” is defined by Section 2(zz) of Act 381.~~

O. and is incorporated by reference in Exhibit D;.

EXHIBIT B – Legal Descriptions

LAND SITUATED IN THE CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN
DESCRIBED AS:

3874 Research Park Drive:

LOT 25, OUTLOT 'B' & PRT OF LOTS 24 & 33, RESEARCH PARK, DESC AS BEG AT NE COR OF SD LOT 25, RESEARCH PARK, TH S 67 DEG 31 MIN E 353.4 FT, TH S 13 DEG 24 MIN W 556.12 FT, TH N 49 DEG 48 MIN W 101.96 FT, TH S 51 DEG 40 MIN 41 SEC W 170.87 FT, TH N 38 DEG 0 MIN 52 SEC W 419.24 FT, TH N 51 DEG 57 MIN E 68.05 FT, TH 417.57 FT ALG A CUR LT, RAD 612.95 FT, CH BEARING N 32 DEG 26 MIN 3 SEC E 409.54 FT TO POB. 5.626 AC SPLIT ON 03/07/2022 WITH 09-12-09-303-003, 09-12-09-303-011, 09-12-09-303-010, 09-12-09-303-015 INTO 09-12-09-303-017

3886 Research Park Drive:

LOT 26 RESEARCH PARK SPLIT ON 03/07/2022 WITH 09-12-09-303-012, 09-12-09-303-011, 09-12-09-303-010, 09-12-09-303-015 INTO 09-12-09-303-017

3944 Research Park Drive:

LOT 29 RESEARCH PARK SPLIT ON 03/07/2022 WITH 09-12-09-303-012, 09-12-09-303-003, 09-12-09-303-010, 09-12-09-303-015 INTO 09-12-09-303-017

3950 Research Park Drive:

LOT 30 RESEARCH PARK SPLIT ON 03/07/2022 WITH 09-12-09-303-012, 09-12-09-303-003, 09-12-09-303-011, 09-12-09-303-015 INTO 09-12-09-303-017

3958 Research Park Drive:

LOT 31 RESEARCH PARK, EXC COM AT SW COR OF SD LOT 31, TH S 49 DEG 48 MIN E 415 FT, TH N 30 DEG 23 MIN 15 SEC E 12.98 FT, TH N 49 DEG 48 MIN W 419.24 FT, TH SWLY TO POB SPLIT ON 03/07/2022 WITH 09-12-09-303-012, 09-12-09-303-003, 09-12-09-303-011, 09-12-09-303-010 INTO 09-12-09-303-017

EXHIBIT C – Brownfield Plan

EXHIBIT D – Approved Act 381 Work Plan(s)

EXHIBIT E – Eligible Costs Reimbursement Procedures

Reimbursement of Eligible Costs Certification

- a. For those Eligible Costs for which Developer seeks reimbursement from the Authority, Developer shall submit to the Authority any of the following as may be required by Authority representatives:
 - i. A written statement detailing the costs.
 - ii. A written explanation as to why reimbursement is appropriate under the Brownfield Plan and this Agreement.
 - iii. Copies of invoices from the consultants, contractors, subcontractors, engineers, attorneys or others who provided such services. To verify quantities for unit price billings such invoices shall include sufficient backup information, including but not limited to, labor hours per person per billing period for professional services, detailed invoices from subcontractors and subconsultants, manifests and/or weigh tickets for disposed materials, and days used and rates for equipment and materials charges. All Eligible Costs for which certification is being sought must have occurred within 24 months prior to the date submitted.
 - iv. Copies of waivers of liens by the contractors, subcontractors, and materials suppliers, or cancelled checks demonstrating payment.
 - v. If not already submitted, copies of the contract with the contractor or supplier providing the services or supplies, for which reimbursement is sought.
 - vi. A statement from the engineer and project manager overseeing the work recommending payment.
 - vii. Any other information which may be required by state authorities or reasonably required by the Authority.

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WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY REIMBURSEMENT AGREEMENT

This Agreement (the “Agreement”) dated June 18, 2022 (the “Effective Date”), is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the “Authority”), an authority established pursuant to Act 381 of 1996, as amended (“Act 381”), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and Sartorius BioAnalytical Instruments, Inc. (the “Developer”), a Delaware Corporation, whose address is 565 Johnson Ave, Bohemia, NY 11716.

RECITALS

- A. Pursuant to Act 381, as amended, the Authority has determined that the property described below meets the definition of an Eligible Property as defined in Appendix A and prepared a Brownfield Plan for the Eligible Property described below that was duly approved by the Washtenaw County Board of Commissioners with concurrence from the City of Ann Arbor (the “City”):
 - a. Located at 3874, 3886, 3944, 3950, and 3958 Research Park Drive, Ann Arbor, MI 48108.
 - b. Located in the City of Ann Arbor, Washtenaw County, Michigan.
 - c. Tax Identification Number 09-12-09-303-017 (the “Eligible Property”).
 - d. Legal Description provided in Exhibit B.
- B. The Developer plans to redevelop the Eligible Property as follows:
 - a. Combine and redevelop the Eligible Property, comprising approximately 16 acres, with an approximately 130,000 sq. ft. flex/lab space building, with associated utility, road, parking, landscaping, rooftop solar system, and other amenity improvements (the “Project”). The property to be redeveloped includes outlots for optional future expansion.
 - b. This will occur through the Developer incurring costs.
 - c. The Project is expected to increase the tax base within Washtenaw County, and otherwise enhance the economic vitality and quality of life within Washtenaw County.
- C. The Developer will conduct Eligible Activities and incur Eligible Costs, and such terms are defined in Exhibit A, pursuant to the approved Brownfield Plan attached as Exhibit C, Act 381 Work Plan attached as Exhibit D, and according to the terms of this Agreement.
- D. Act 381 permits the Authority to capture and use the real and personal property tax revenues generated from the increase in value of the Eligible Property to pay or reimburse the costs of Eligible Activities.

- E. Act 381 permits the use of Tax Increment Revenue (“TIR”) to support the payment of interest on unreimbursed Eligible Costs, but Interest is not included as an Eligible Activity in the approved Brownfield Plan.
- F. The Authority has incurred and will incur Administrative Costs for its operations and the preparation, approval, and administration of the Brownfield Plan, and is permitted by Act 381 to seek reimbursement for such costs from TIR.
- G. The Authority is further permitted to fund the Local Brownfield Revolving Fund (“LBRF”) during and after the Developer Reimbursement Period (defined below).
- H. In accordance with Act 381, the Brownfield Plan, and this Agreement, the parties desire to use TIR generated from an increase in the taxable value of the Eligible Property resulting from the development of the Project to reimburse the Developer for actual expenses for approved Eligible Activities, the Authority for its Administrative Costs (at the discretion of the Authority), and to fund the LBRF.
- I. The parties are entering into this Agreement to establish the terms, conditions and procedures for the reimbursement from TIR.

TERMS AND CONDITIONS

Pursuant to the Recitals of this Agreement, the parties agree with each other as follows:

1. Definitions – All terms included in this agreement are defined through Exhibit A “Definitions”
2. The Brownfield Plan – The Brownfield Plan, which may be amended from time to time, shall be the plan in effect at the time that Eligible Activities are conducted and Eligible Costs are incurred. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 shall control. [WE NEED THE BROWNFIELD PLAN AND THE WORK PLAN.]
3. Term of Agreement – In accordance with the Brownfield Plan, the Authority shall capture the TIR generated by the Project to reimburse for Eligible Costs until the earlier of (i) the date that all the Eligible Costs are fully reimbursed under this Agreement; or (ii) at the end of the fourteenth (14th) tax capture year after the date the Authority begins to capture TIR under the Brownfield Plan, or as may subsequently be extended by a Brownfield Plan amendment and amendment to this Agreement, where year one of the capture shall begin no earlier than 2023; or (iii) the maximum number of years as established pursuant to a tax appeal, pursuant to Section 4, below. If this Agreement ends before the reimbursement of all Eligible Costs, the last payment by the Authority shall be whatever TIR remains from the summer and winter taxes distributed during the final year of the Agreement, after full reimbursement for the State Brownfield Fund, Authority Administrative Expenses, and the LBRF.

4. Eligible Activities – The Eligible Activities and Eligible Costs shall be as described in the “Eligible Activities and Costs” Table in the Brownfield Plan, and further defined in the approved Act 381 Work Plan, and are incorporated by reference into this Agreement.
5. Developer Reimbursable Eligible Costs – The estimated Eligible Costs for each type of Eligible Activity shall be as described in the “Eligible Activities and Costs” Table of the Brownfield Plan, and further defined by the approved Act 381 Work Plan. [WE NEED COPIES OF THE DOCUMENTS] However, Developer Reimbursable Eligible Costs shall not include \$1.1 million of reimbursement for those Eligible Activities highlighted in the Table, which the Authority shall not reimburse to the Developer, but rather remit, through separate Agreement, to the City. This represents the Developer’s payment to the City’s Affordable Housing Trust Fund of the “Fee in Lieu” of providing Affordable Housing, in accordance with the City’s 2019 Brownfield Policy. The total Eligible Costs to be reimbursed to Developer (“Total Developer Reimbursable Eligible Costs”) shall be the maximum amount of reimbursement authorized under this Agreement. The actual cost for one or more types of activity may differ from that described in the Brownfield Plan, as long as the Total Developer Reimbursable Eligible Costs are not exceeded.
6. Reimbursement Source – During the term of this Agreement, the Authority shall capture, as provided in the Brownfield Plan and allowed by Act 381, those TIR, which are levied from both Local Taxes and Taxes for School Operating Purposes on the Property, and any new personal property. The Authority will use those TIR to reimburse Developer Reimbursable Eligible Costs (including interest where applicable) in accordance with the Brownfield Plan, as may be amended, the approved Act 381 Work Plan, as may be amended, and this Agreement. Local TIR alone shall not be used to reimburse any Eligible Costs unless expressly allowed by the Brownfield Plan.
7. Allocation of Captured Taxes – Captured taxes will be allocated in the following order of priority during each year of the Brownfield Plan:
 - a. Fifty percent (50%) of the taxes levied under the State Education Tax Act in each of the first 25 years of the Brownfield Plan, or as otherwise required by statute, will be paid to the State of Michigan for allocation to the state brownfield redevelopment fund.
 - b. Local and School Operating captured taxes in an amount of 10% of total annual captured TIR during and after reimbursement of Eligible Costs, as identified in the Brownfield Plan, and will be allocated for deposit in the LBRF and/or allocated for reimbursement of Authority Administrative fees, at the sole discretion of the Authority.
 - c. The balance of Local and School Operating captured taxes, up to \$1.1 million, will be allocated for the payment to the City’s Affordable Housing Trust Fund representing the Developer’s required Fee in Lieu of providing affordable housing, from actual costs of Eligible Activities incurred by the Developer.

- d. The balance of Local and School Operating captured taxes, only after full payment to the City the \$1.1 million Fee in Lieu, will be allocated for the reimbursement of actual costs of Eligible Activities incurred by the Developer.
 - e. The Authority will then capture, after Developer has been fully reimbursed all Eligible Costs or after the capture limit described in Section 3 has been reached, whichever comes first, an amount necessary to result in \$719,649 total capture in LBRF and Authority Administrative fees.
- 8. Eligible Costs Reimbursement – For those Eligible Costs for which Developer seeks reimbursement from the Authority, the Developer shall submit documentation to the Eligible Costs to the Authority according to the instructions and guidelines provided in Exhibit E. The parties agree that Developer shall only seek reimbursement for its actual costs to perform the Eligible Activities, in accordance with the Brownfield Plan and Act 381 Work Plan. Eligible Activities being submitted for reimbursement shall not have occurred more than 24 months prior to the submittal date, with the exception of environmental assessments, a Baseline Environmental Assessment, and Due Care Activities.
- 9. Interest – Interest is not included as an Eligible Cost in the Brownfield Plan.
- 10. Payments – Payments to Developer shall be made as follows:
 - a. Within 90 days of its receipt of the documentation described in paragraph 8 above, the Authority, in its sole discretion, shall either approve Eligible Costs for payment or request additional information. The Authority will process all or a portion of the Approved Eligible Costs requested for payment as provided in subparagraph (b) below. If the Authority determines that insufficient information has been provided, disputes any portion of any payment request or disputes the eligibility of any costs of any payment request, it shall notify Developer in writing of its determination and the reasons for its determination. Developer shall have 28 days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority’s representatives or, if the Authority Board consents, to formally meet with the Authority and be placed on a meeting agenda to discuss and resolve any remaining dispute. In doing so, Developer shall provide the Authority a written response to the Authority’s decision and the reasons given by the Authority. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in Paragraph 11 below.
 - b. Once the Authority determines that Eligible Costs are Approved Eligible Costs, it shall pay to Developer the amounts for which submissions have been made pursuant to paragraph 7 of this Agreement within 30 days after the Authority receives TIR from which the Approved Eligible Costs may be wholly or partially paid. The Authority shall only be obligated to reimburse Developer to the extent TIR is available to reimburse such costs.

- c. Notwithstanding anything set forth herein, the amount to be reimbursed under this Agreement shall not exceed the greater of :
 - i. The maximum amount of Eligible Costs in the approved Brownfield Plan and as further determined by the approved Act 381 Work Plan; or
 - ii. The maximum amount of Eligible Costs approved under this Agreement as eligible for reimbursement.
 - d. The Authority may not make TIR reimbursements while Real Property Taxes are delinquent on the Eligible Property.
 - e. If the property owner has filed an appeal of property assessment and/or the outcome of such an appeal is still pending, the Authority, at its sole discretion, may withhold reimbursement of Eligible Costs, until such appeal is resolved. The purpose of any delay is to prevent overpayment and the need to “claw-back” funds reimbursed due to lowered Taxable Values.
11. Dispute As to Eligible Costs – If there is a dispute over whether a cost submitted by Developer is an Eligible Cost the dispute shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then the County and Authority shall together choose an independent knowledgeable professional and Developer shall choose an independent knowledgeable professional to review the Authority’s decision. If the two knowledgeable professionals so selected agree that costs submitted are eligible, the Developer shall be reimbursed those costs in accordance with this Agreement. If the two professionals so selected cannot agree that costs submitted are eligible, the two selected professionals shall appoint a third knowledgeable professional who shall make a final determination and Developer shall then be reimbursed those costs in accordance with this Agreement to the extent determined by the third knowledgeable professional. All fees and costs incurred by any party with respect to this paragraph, shall be the sole responsibility of the Developer. Failure of the Developer to pay any obligation incurred with respect to this paragraph shall constitute a default of this Agreement pursuant to paragraph 12.

12. Default – Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party, and the defaulting party shall have 30 days to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement, or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance of a court of competent jurisdiction. If the Authority, in its sole discretion, determines that any cure proposed by the Developer may take more than 30 days to complete, the Authority may permit the Developer to complete the cure in a time and manner agreeable to the Authority. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default.
13. Local Brownfield Revolving Fund – In accordance with Act 381 and the Brownfield Plan, the Authority will fund the LBRF using a portion of the TIR captured by the Authority during, and/or after, the period of reimbursement of Developer's Eligible Costs and accrued interest, if any. The Authority, at its sole discretion, will annually capture TIR to fund Authority Administrative operations and/or deposit into the LBRF as described in the approved Brownfield Plan.
14. Authority Monitoring -- The Authority may monitor the Project for the purpose of verifying that the activities, invoices and accounting of the Developer are accurate, reasonable and constitute Eligible Activities under this Agreement. The Developer shall provide any authorized representative of the Authority access to or copies of permits, data, reports, testing, or sampling results, invoices or other such documents reasonably necessary for monitoring. The Authority, EGLE, or MSF shall also be given access to the property upon reasonable request in order to review any Eligible Activities or perform any other obligations under this Agreement. Except in the case of an emergency or exigent circumstance, the Authority shall give the Developer at least 24 hours notice of requests under this paragraph. Except for the right to monitor the Developer's compliance with this Agreement, nothing in this Agreement shall be interpreted to give the Authority any right to exercise control over the performance of Eligible Activities or other actions by the Developer.
15. Adjustments – If, due to an appeal of any tax assessment, reassessment of any portion of the Property, abatement of any taxes, or for any other reason, the Authority is required to reimburse any TIR to any tax levying unit, then: i) the Developer shall pay the Authority the full amount required to reimburse such TIR, including interest and penalties, within 30 days of receiving any invoice from the Authority; or ii) the Authority may deduct the amount of any such reimbursement, including interest and penalties, from all subsequent payments due to the Developer until such TIR, including interest and penalties, is fully recovered. If all amounts due the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this paragraph shall not reduce Eligible Costs for which the Developer shall

have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

16. Insurance – The Developer shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below. The Developer shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Developer to perform services pursuant to this agreement to purchase and maintain insurance coverages at the limits set forth below. Developer and its contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as an additional insureds under all coverages listed below except Worker’s Compensation. The Developer shall maintain other insurance as it deems appropriate for its own protection.

- a. Worker’s Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
 - i. Contractual Liability
 - ii. Products and Completed Operations
 - iii. Independent Contractors Coverage
 - iv. Broad Form General Liability Endorsement or Equivalent
- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d. Environmental Impairment Liability Insurance shall be provided by Developer, Contractors, sub-contractors and site work contractors engaging in environmental and/or demolition activities, covering any sudden and non-sudden pollution or environmental impairment, including clean up costs and defense, with limits of liability of not less than \$1,000,000 per occurrence.
- e. All insurance coverages described above shall remain in effect at all times until completion of all eligible activities. The Developer shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.

17. Indemnification – The Developer shall indemnify, defend, and hold harmless, the Authority, Washtenaw County, and their officers, board members, commissioners, employees and agents from all claims, damages, lawsuits, costs and expenses, including reasonable attorney fees, incurred as a result of any acts, omissions, negligence, or gross negligence of the Developer or its employees, agents, consultants, contractors or subcontractors related to the Project or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the Developer. The Developer shall indemnify the Authority, Washtenaw County, and any of the listed entities officers, board members, commissioners, employees and agents from all reasonable costs and expenses, including reasonable attorney fees, incurred in the enforcement of any obligation or claim against the Developer under this Agreement. These indemnification provisions will survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities provided under state or federal law.
18. Freedom of Information Act – Developer understands that all communications, information, and/or documentation submitted by Developer may be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement, Petitions for Reimbursement and supporting documentation.
19. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.
20. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent, which shall not be unreasonable withheld, except for an assignment by the Developer for the purposes of securing financing for the Project, which shall require notice but not the prior consent of the other parties.
21. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.
22. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
23. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
24. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

25. Compliance with Applicable Law – Developer agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.
26. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
27. No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.
28. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.
29. The Authority's reimbursement obligations under this Agreement are contingent on the requirement that there shall be no action, suit, proceeding or investigation pending before any court, public board or body to which the Developer, Washtenaw County, the City, or the Authority is a party, or threatened against the Developer, Washtenaw County, the City, or the Authority contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or which could result in an adverse decision which would have one or more of the following effects:
- a. A material adverse effect upon the ability of the Authority to collect and use TIR to pay the obligations;
 - b. A material adverse effect upon the ability of the Developer to conduct Eligible Activities;
 - c. Any other material adverse effect on the Developer's or the Authority's ability to comply with the obligations and terms of this Agreement, or the Brownfield Plan or 381 Work Plan.
30. Annual Reporting – The Developer shall report annually, by April 1, the following information to the Authority for the previous calendar year, as applicable:
- a. Number of residential units constructed or rehabilitated;
 - b. Square feet of new or rehabilitated residential, retail, commercial, or industrial space
 - c. Number of new jobs created;
 - d. For projects actively capturing TIR, amount of actual capital investment;
 - e. Any additional information deemed necessary by the Authority.

The parties have executed this Agreement on the dates set forth below.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY: _____
Trevor Woollatt, Chairman

Date: _____

Attested to:

By: _____
Lawrence Kestenbaum, County Clerk/Register

Date: _____

Approved As to Form:

By: _____
Michelle Billard, Corporation Counsel

DEVELOPER

BY: _____

PRINT NAME: _____

ITS: _____

Date: _____

Exhibits

Exhibit A – Definitions

Exhibit B – Legal Description

Exhibit C – Brownfield Plan

Exhibit D – Approved Act 381 Work Plan(s)

Exhibit E – Eligible Costs Reimbursement Procedures

EXHIBIT A - Definitions

- a. "Administrative Costs," as defined in Section 13b, Sub-Section 7 (a) (i, ii, and iii).
- b. "Baseline Environmental Assessment " is defined by Section 2(b) of Act 381;
- c. "Brownfield Plan" is defined by Section 2(e) of Act 381 and is incorporated by reference in Exhibit C;
- d. "Approved Eligible Costs" – Those Eligible Costs which have been submitted, reviewed, and approved by the Authority.
- e. "Department specific activities" are defined by Section 2 (l) of Act 381
- f. "Due Care Activities" are defined by Section 2 (m) of Act 381;
- g. "Eligible Activities" are defined by Section 2(o) of Act 381;
- h. "Eligible Costs" are those costs that are incurred for payment of activities under Act 381, and which are submitted to the Authority for Certification.
- i. "Eligible Property" is defined by Section 2(p) of Act 381;
- j. "Event of Default" means the failure of performance or breach by a party to carry out any of its obligations or comply with any of its warranties, representations, or conditions under this Agreement or, with respect to a party, if any representation, omission, or warranty of such party was false when made.
- k. "Local Brownfield Revolving Fund", "LBRF" pursuant to Section 8 of Act 381.
- l. "Local Taxes" are defined by Section 2(ff) of Act 381;
- m. "Tax Increment Revenues" (TIR) are defined by Section 2(ss) of Act 381;
- n. "Taxes Levied for School Operating Purposes" is defined by Section 2(uu) of Act 381;
- o. "Work Plan" is defined by Section 2(zz) of Act 381 and is incorporated by reference in Exhibit D;.

EXHIBIT B – Legal Descriptions

LAND SITUATED IN THE CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN
DESCRIBED AS:

3874 Research Park Drive:

LOT 25, OUTLOT 'B' & PRT OF LOTS 24 & 33, RESEARCH PARK, DESC AS BEG AT NE COR OF SD LOT 25, RESEARCH PARK, TH S 67 DEG 31 MIN E 353.4 FT, TH S 13 DEG 24 MIN W 556.12 FT, TH N 49 DEG 48 MIN W 101.96 FT, TH S 51 DEG 40 MIN 41 SEC W 170.87 FT, TH N 38 DEG 0 MIN 52 SEC W 419.24 FT, TH N 51 DEG 57 MIN E 68.05 FT, TH 417.57 FT ALG A CUR LT, RAD 612.95 FT, CH BEARING N 32 DEG 26 MIN 3 SEC E 409.54 FT TO POB. 5.626 AC SPLIT ON 03/07/2022 WITH 09-12-09-303-003, 09-12-09-303-011, 09-12-09-303-010, 09-12-09-303-015 INTO 09-12-09-303-017

3886 Research Park Drive:

LOT 26 RESEARCH PARK SPLIT ON 03/07/2022 WITH 09-12-09-303-012, 09-12-09-303-011, 09-12-09-303-010, 09-12-09-303-015 INTO 09-12-09-303-017

3944 Research Park Drive:

LOT 29 RESEARCH PARK SPLIT ON 03/07/2022 WITH 09-12-09-303-012, 09-12-09-303-003, 09-12-09-303-010, 09-12-09-303-015 INTO 09-12-09-303-017

3950 Research Park Drive:

LOT 30 RESEARCH PARK SPLIT ON 03/07/2022 WITH 09-12-09-303-012, 09-12-09-303-003, 09-12-09-303-011, 09-12-09-303-015 INTO 09-12-09-303-017

3958 Research Park Drive:

LOT 31 RESEARCH PARK, EXC COM AT SW COR OF SD LOT 31, TH S 49 DEG 48 MIN E 415 FT, TH N 30 DEG 23 MIN 15 SEC E 12.98 FT, TH N 49 DEG 48 MIN W 419.24 FT, TH SWLY TO POB SPLIT ON 03/07/2022 WITH 09-12-09-303-012, 09-12-09-303-003, 09-12-09-303-011, 09-12-09-303-010 INTO 09-12-09-303-017

EXHIBIT C – Brownfield Plan

EXHIBIT D – Approved Act 381 Work Plan(s)

EXHIBIT E – Eligible Costs Reimbursement Procedures

Reimbursement of Eligible Costs Certification

- a. For those Eligible Costs for which Developer seeks reimbursement from the Authority, Developer shall submit to the Authority any of the following as may be required by Authority representatives:
 - i. A written statement detailing the costs.
 - ii. A written explanation as to why reimbursement is appropriate under the Brownfield Plan and this Agreement.
 - iii. Copies of invoices from the consultants, contractors, subcontractors, engineers, attorneys or others who provided such services. To verify quantities for unit price billings such invoices shall include sufficient backup information, including but not limited to, labor hours per person per billing period for professional services, detailed invoices from subcontractors and subconsultants, manifests and/or weigh tickets for disposed materials, and days used and rates for equipment and materials charges. All Eligible Costs for which certification is being sought must have occurred within 24 months prior to the date submitted.
 - iv. Copies of waivers of liens by the contractors, subcontractors, and materials suppliers, or cancelled checks demonstrating payment.
 - v. If not already submitted, copies of the contract with the contractor or supplier providing the services or supplies, for which reimbursement is sought.
 - vi. A statement from the engineer and project manager overseeing the work recommending payment.
 - vii. Any other information which may be required by state authorities or reasonably required by the Authority.



MEMO

To: Nathan Voght, Washtenaw County Brownfield Redevelopment Authority
From: Avalon Housing, Michael Appel *MA*
Re: 2nd Invoice for activities at 206/210 N. Washington St.
Date: June 3, 2022

At the June 10 and August 12, 2021 meetings of the WCBRA, Avalon Housing was awarded \$30,156 in grant funds for the following activities.

- \$3,200 Phase I
- \$2,800 ACM
- \$2,800 LBP
- \$9,865 Safety
- \$7,300 Phase II Soil
- \$1,700 Phase II Groundwater
- \$1,900 BEA
- \$1,800 Due Care Plan

Roughly half of that amount (\$16,651) was drawn at the end of 2021 for completed Phase I, ACM, LBP and Phase II Soil activities, leaving \$13,505 in funds remaining after Draw 1

We are now submitting a second draw, as indicated below:

Requested Reimbursement

\$5,897 Invoice 4215 12/15/21 for Safety (Attached)

\$30,156 TOTAL APPROVED

(\$16,651) DRAW 1

(\$5,897) DRAW 2

\$7,608 REMAINING after Draw 2

Based on the findings to date, we should not need additional Phase II investigations, nor should we need a BEA or Due Care Plan as no REC was identified. After this draw, there will be \$7,608 in unspent funds from the amount allocated to this project. As we anticipate coming to the Brownfield Redevelopment Authority to request funding to support eligible infrastructure and other expenditures that we will have in our full development budget, perhaps we can confirm whether the remaining amount from this grant will be needed at that time.

Thanks for your support.



December 15, 2021

Invoice #4215-1

Avalon Housing, Inc.
1327 Jones Dr., Suite 102
Ann Arbor, Michigan 48105
Attention: Mr. Michael Appel

Reference: Quotation for Make Safe Conditions for Architectural Documentation at 206 / 210
Washington Street, Ypsilanti MI.

Make Safe work Budget Allowance \$9,856

Total Completed to Date: \$5,897

Balance Unused Allowance: \$3,959

Total Amount Due: \$5,897

Net 15 Days

Thank You,

Mark W. Hiser,
President, Owner
Phoenix Contractors, Inc.



		Developer Reimbursement Complete																																			
Project	Maple Shoppes	Michigan Inn	Zingerman's	Arbor Hills	618 S. Main	Jiffy Warehouse/140 Buchanan	544 Detroit	Packard Square	Water Street	Kingsley Condos - 221 Felch	615 S. Main -A2	Grand View Commons-Dexter	1140 Broadway-A2	Thompson Block	309 N. Ashley	Broadway Park-Roxbury	Maple Oaks-Saline																				
Project Parameters																																					
*Brownfield Plan - Total Approved Elig Activities	\$	1,209,027.00	\$	655,640.00	\$	1,233,937.00	\$	5,400,000.00	\$	4,628,636.00	\$	580,676.00	\$	698,773.00	\$	3,582,222.00	\$	22,874,634.00	\$	5,109,420.00	\$	4,489,510.00	\$	3,370,613.00	\$	13,159,069.00		\$	2,739,022.00								
Brownfield Plan - Maximum Developer Reimburseme	\$	1,010,042.00	\$	569,414.00								\$	4,000,000.00							\$	4,000,000.00		2,609,663.57	\$	1,552,678.00	\$	6,787,385.93		\$	1,876,130.05		\$	68,267.50				
Actual Approved Eligible Activity Expenses	\$	1,010,042.00	\$	397,839.13	\$	600,218.85	\$	4,384,556.00	\$	2,726,826.00	\$	298,463.97	\$	383,368.00	\$	3,431,092.00				\$	4,000,000.00	\$	2,609,663.57	\$	1,552,678.00	\$	6,787,385.93		\$	1,876,130.05		\$	68,267.50				
Approved Eligible Activity Expense Reimbursed to Dat	\$	715,592.41	\$	397,839.13	\$	257,929.41	\$	4,230,383.96	\$	1,452,203.00	\$	298,463.97	\$	168,770.92	\$	3,431,092.00				\$	2,400,545.77	\$	2,609,663.57	\$	190,530.43	\$	2,123,450.99		\$	22,885.43		\$	49,563.19				
Remaining Approved Eligible Activity Expenses	\$	294,449.59	\$	-	\$	342,289.44	\$	154,172.04	\$	1,274,623.00	\$	-	\$	214,597.08	\$	-	\$	-	\$	-	\$	1,599,454.23	\$	-	\$	1,362,147.57	\$	4,663,934.94	\$	-	\$	1,853,244.62	\$	-	\$	18,704.31	
Approved Interest to be Reimbursed	\$	41,282.00	\$	36,964.00	\$	212,171.16	\$	1,015,444.00	\$	457,335.21	\$	-	\$	67,833.69	\$	53,331.18				\$	-	\$	-	\$	213,705.45												
Interest Reimbursed to Date			\$	36,964.00								\$	53,331.18																								
Remaining Interest to be Reimbursed	\$	41,282.00	\$	-	\$	212,171.16	\$	1,015,444.00	\$	457,335.21														\$	213,705.45												
Project Financial Activity																																					
12/31/21 Fund Balance	\$	-	\$	-	\$	5,000.00	\$	-	\$	-			\$	5,000.00				\$	156,495.82	\$	-	\$	77,639.00	\$	118,713.82	\$	-	\$	6,876.68	\$	-	\$	1,574.03	\$	-		
TOTAL 2022 REVENUES																																					
Application Fee	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-			
Interest Revenue*																																					
TIF Revenue/Capture	\$	16,419.79	\$	11,743.77	\$	202.28	\$	118,304.11	\$	76,351.01	\$	38,993.50	\$	2,475.00		\$	34,137.70	\$	205,396.92		\$	78,775.36	\$	324,448.31	\$	15,341.94	\$	5,288.63	\$	244.96	\$	1,397.71					
Total Revenues	\$	16,419.79	\$	11,743.77	\$	202.28	\$	118,304.11	\$	76,351.01	\$	38,993.50	\$	2,475.00	\$	-	\$	34,137.70	\$	205,396.92	\$	-	\$	78,775.36	\$	324,448.31	\$	15,341.94	\$	5,288.63	\$	244.96	\$	1,397.71			
2022 EXPENDITURES																																					
Certified Expense Reimbursement	\$	13,230.79				\$	65,873.11	\$	52,417.01	\$	-	\$	2,960.00	\$	-	\$	-	\$	74,481.92		\$	179,540.18	\$	245,879.44	\$	21,402.62	\$	2,999.63	\$	-							
Administrative Fee Transfer	\$	3,189.00	\$	1,847.00	\$	3,089.00	\$	52,431.00	\$	23,934.00	\$	6,368.00	\$	2,596.00		\$	3,100.00	\$	84,680.00		\$	8,977.00	\$	-	\$	-	\$	2,289.00	\$	-	\$	-					
LBRF Revenue or Deposit	\$	-	\$	9,896.77	\$	5,097.00	\$	-	\$	-	\$	28,980.50	\$	-		\$	-	\$	-		\$	-	\$	45,573.87	\$	-	\$	-	\$	81.62	\$	2,548.00					
State of MI Brownfield Fund (Approved after 2014)										\$	3,645.00	\$	1,919.00			\$	1,248.00	\$	46,235.00	\$	38,583.00	\$	8,972.00	\$	32,995.00	\$	816.00	\$	-	\$	32.50	\$	-				
Total Expenditures	\$	16,419.79	\$	11,743.77	\$	8,186.00	\$	118,304.11	\$	76,351.01	\$	38,993.50	\$	7,475.00	\$	-	\$	4,348.00	\$	205,396.92	\$	38,583.00	\$	197,489.18	\$	324,448.31	\$	22,218.62	\$	5,288.63	\$	114.12	\$	2,548.00			
Misc Refund																																					
Current Brownfield Account Balance	\$	-	\$	-	\$	(2,983.72)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	186,285.52	\$	-	\$	39,056.00	\$	-	\$	-	\$	-	\$	-	\$	1,704.87	\$	(1,150.29)			
* Includes Admin and LBRF Funds																																					
Total of all 2021 CY TIF Reimburse Transfers	\$	634,382.45																																			
Total 2022 CY LBRF CAPTURE	\$	92,177.76																																			
Total of all CY 2022 Admin Transfers (from 2021 TY)	\$	192,500.00		16 Active Projects																																	
Total of all CY 2019 Admin Transfers	\$	165,000.00		15 Active Projects																																	
Total of all CY 2018 Admin Transfers	\$	164,999.72		15 Active Projects																																	
Total of all CY 2017 Admin Transfers	\$	164,113.00		15 Active Projects																																	
Total of all CY 2016 Admin Transfers	\$	150,739.88		ACCOUNT BALANCES SUMMARY																																	
Total of all CY 2015 Admin Transfers	\$	114,437.35		Admin Fund Cash Reserves as of 5-6-22*				\$	186,745		* Less than the \$192,500 transferred in April due to \$20K negative balance due to transfer error in 2021																										
Total of all CY 2014 Admin Transfers	\$	87,198.19		LBRF Interest earned since 2017 as of 1-10-22 (inc. in bal. below)				\$	63,221																												
2022 LBRF Capture Running Current Yr Total	\$	92,177.76		LBRF Balance as of 5-6-22				\$	2,817,256																												

TRANSACTION APPROVALS REQUESTED

PROJECT	Total TIF Capture	Current Balance	Prop 2021 Admin	LBRF	Developer Reimbursement
Maple Shoppes					
Michigan Inn					
Zingerman's					
Arbor Hills					
618 S. Main					
Jiffy/140 Buchanan					
544 Detroit St					
Kingsley Condos					
615 S. Main					
1140 Broadway -Beekman on Broadway					
309 N. Ashley					
Broadway Park					
Grandview Commons					
Water Street					
Thompson Block					
Maple Oaks					
Grand Total	\$ -	\$ -	\$ -	\$ -	\$ -

(error in winter 2021 capture left \$3,000 in account - need to reimburse)