JOINT PLANNING COMMISSION AGENDA

Reconvening of recessed November 18, 2025 meeting

December 9, 2025 at 7:00 PM

1) **CALL TO ORDER**
2) **ROLL CALL**
3) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by board action.
4) **APPROVAL OF MINUTES** - Items can be added or deleted from the Agenda by board action.
   - **A.** Approve Minutes from November 14, 2023, Joint Planning Commission Meeting
   - **B.** Approve Minutes from September 9, 2025, Joint Planning Commission Meeting
   - **C.** Approve Minutes from September 22, 2025, Joint Planning Commission Meeting
   - **D.** Approve Minutes from October 14, 2025 Joint Planning Commission Meeting
5) **PUBLIC COMMENT** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda.
6) **INFORMATIONAL ITEM**
   - **A.** Correspondence from Attorney for the Developer for SLU#25-001
7) **PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION**
8) **OLD BUSINESS**
9) **REPORTS AND RECOMMENDATIONS/NEW BUSINESS**
   - **A.** Set Future Meeting Dates
   - **B.** Set Public Hearing for Special Land Use #SLU25-001
10) **ELECTION OF OFFICERS**
11) **BOARD REPORTS**
12) **ADJOURNMENT**

JOINT PLANNING COMMISSION MINUTES

November 14, 2023
Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Tuesday, November 14, 2023 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall Joint Planning Commission was called to order by Chair Banfield at 7pm.

2) ROLL CALL

Roll was called:

Present: Chair Banfield, Burke-Smith, Gresley, Hoffman, Lyng, Alternate Fitzgerald

Also Present:Deputy Clerk Pickford, Clerk Eubank, Council Liaison Wolfersberger

Absent:

3) APPROVAL OF AGENDA - Items can be added or deleted from the Agenda by board action.

A. APPROVAL OF NOVEMBER 14, 2023 JPC AGENDA

Moved by Lyng, supported by Hoffman to approve the agenda as submitted. On a voice vote: **Motion Carried**

4) APPROVAL OF MINUTES - Items can be added or deleted from the Agenda by board action.

A. MINUTES OF SEPTEMBER 12, 2023 JPC MEETING

Commissioner Burke-Smtih would like it noted in the minutes that her vote for approving the April 25, 2023 minutes was a no vote.

Moved by Gresley, supported by Hoffman to approve the minutes from the September 12, 2023 JPC meeting. On a voice vote: **Motion Carried**

5) PUBLIC COMMENT ON AGENDA ITEMS Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS portion of the meeting agenda.

Mick Woods of 155 River Park Drive spoke in favor of new interest in Kmart location. He also spoke on the concern of over saturation of the market and how a new TSC store could affect the existing Albion and Battle Creek stores.

Jerri Bosserd of Marshall Twp spoke of his concern over board members having a conflict of interest. He also commented on the possible local impact to smaller hardware stores like Ace and Herman's by opening a TSC. Mr. Bosserd voiced his concern and distaste for closed meetings.

Barry Wayne Adams of 622 W Green Street spoke in agreement with previous statements made by Mr. Bosserd. Mr. Adams cited Michigan constitution in reference to his disagreement with board decisions and decisions made by other boards.

Carl Gibson of 323 Westbrook Ct spoke in favor of development of the previous Kmart site to a TSC location. Mr. Gibson stated that the development would be a good community asset citing other duplicated stores in the area like Dollar General and Family Fare. Mr. Gibson concluded that the community will appreciate the accessibility of the products they provide.

6) PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION

A. SLU #23.03- Tractor Supply Company

Chair Banfield opened the public hearing at 7:19pm.

Richard Lindsey spoke on behalf of the owner of the Kmart building and the SLU documents attached.
Kirk Hunt introduced himself as the construction project manager for TSC.
Rick Giltrup introduced himself as district manager for TSC location.
Connie Bosserd of Marshall Twp questioned the proposed opening date.
Kirk Hunt answered opening date of April 2024.

Chair Banfield closed public hearing at 7:23pm.

Fitzgerald questioned the terminology of the dollar store and Dollar General on the map provided. Lyng stated his interpretation of the store names used in the drawing and stated that there is a rumor of the Dollar Store moving locations. Lindsey spoke on the unconfirmed understanding that the Dollar Tree will be moving and the Dollar General will open in it's place, hence the terminology used on the map, as that was provided by the landlord.
Gresley questioned the other stores located in the mall and their locations. Lindsey advised he only has the information provided by the landlord for the proposed TSC.
Lyng questioned the perm trailer area and what security would be in place. Rick Giltrop explained the use of hitch and wheel locks as well as security cables with alarms.
Lyng questioned the current parking lot lights and asked what development, if any, would occur. Project Architect Brad Matuzak stated no additional lights will be installed in the parking lot, however, additional lighting will be added to the building.

Moved by Burke-Smith, supported by Lyng to recommend approval of Special Land Use #23.03 for outdoor storage/display of equipment, propane tanks, greenhouse space, plants, trees, and hay, based on staff findings to City Council. On a voice vote: **Motion Carried.**

7) OLD BUSINESS

8) REPORTS AND RECOMMENDATIONS/NEW BUSINESS

A. SP #23.09- TRACTOR SUPPLY COMPANY

Chair Banfield commented on the slope of the parking lot. Lindsey stated the owner does not own the entire lot, only the portion included in the photo, which is the previous Kmart building.
Banfield questioned the signage. Brad Matuzak confirmed pylon sign on livegood center.
Banfield commented that adequate screening is represented in the plan.

Moved by Burke-Smith, supported by Fitzgerald to Approve SP #23.09 as presented. On a voice vote: **Motion carried.**

9) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address NON-AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS portion of the meeting agenda.

Connie Bosserd of Marshall Twp. questioned the traffic lights that were installed at the I69/I94 overpass and their purpose and dates of use.

Jerri Bosserd of Marshall Twp. questioned where in the parking lot trailers will be parked for TSC, and voiced his concern of possible placement on other storefront property.

Barry Wayne Adams of 622 W Green spoke on the Committee for Marshall not the Megasite court case. Mr. Adams also spoke in opposition of the time restrictions observed by other boards.

Lynn Rockwell of Ceresco spoke in agreement with previous statements about conflict of interest with board members. Mrs. Rockwell spoke on the positive aspect of utilizing empty existing buildings and wished Ford had done the same. Mrs. Rockwell concluded by voicing her concern over the postcards that were distributed and the growing increase in traffic volume on roads that are already stressed under the current traffic volume.

10) BOARD REPORTS

11) ADJOURNMENT

The meeting was adjourned at 7:53PM

Respectfully submitted by,

Jennifer Pickford
City Deputy Clerk

JOINT PLANNING COMMISSION MINUTES

September 9, 2025
Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Tuesday, September 9, 2025 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall Joint Planning Commission was called to order by Chair Banfield.

2) ROLL CALL

Roll was called:

Present: Chair Banfield, Fitzgerald, Hodo

Also Present: Deputy Clerk Cary

Absent: Johnson, Riggs, Woods

3) ELECTION OF OFFICERS

4) APPROVAL OF AGENDA - Items can be added or deleted from the Agenda by board action.

5) APPROVAL OF MINUTES - Items can be added or deleted from the Minutes by board action.

A. Approve Minutes from November 14, 2023 Joint Planning Commission Meeting

6) PUBLIC COMMENT ON AGENDA ITEMS Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS portion of the meeting agenda.

7) PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION

8) OLD BUSINESS

9) REPORTS AND RECOMMENDATIONS/NEW BUSINESS

A. Set Future Meeting Dates

B. Set public hearing for Special Land Use #SLU25-0001

10) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address NON-AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS portion of the meeting agenda.

11) BOARD REPORTS

12) ADJOURNMENT

The meeting was adjourned at 7:01pm due to lack of quorum.

Respectfully submitted by,

Brandie Cary
Deputy Clerk

JOINT PLANNING COMMISSION MINUTES

September 22, 2025
Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, September 22, 2025 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall Joint Planning Commission was called to order by Chair Banfield.

2) ROLL CALL

Roll was called:

Present: Chair Banfield, Fitzgerald,Hodo

Also Present: Deputy Clerk Cary

Absent: Johnson, Riggs, Woods

3) APPROVAL OF AGENDA - Items can be added or deleted from the Agenda by board action.

4) APPROVAL OF MINUTES - Items can be added or deleted from the Agenda by board action.

A. Approve Minutes from November 14, 2023 Joint Planning Commission Meeting

5) PUBLIC COMMENT ON AGENDA ITEMS Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS portion of the meeting agenda.

6) PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION

7) OLD BUSINESS

8) REPORTS AND RECOMMENDATIONS/NEW BUSINESS

A. Set Future Meeting Dates

B. Set public hearing for Special Land Use #SLU25-0001

9) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments should address NON-AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS portion of the meeting agenda.

10) BOARD REPORTS

11) ELECTION OF OFFICERS

12) ADJOURNMENT

The meeting was adjourned at 7:01pm due to lack of quorum.

Respectfully submitted by,

Brandie Cary
Deputy Clerk

JOINT PLANNING COMMISSION MINUTES

October 14, 2025
Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Tuesday, October 14, 2025 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall Joint Planning Commission was called to order by Commissioner Banfield.

2) ROLL CALL

Roll was called:

Present: Banfield, Bright, Hodo, Johnson, Riggs, Woods

Also Present: Deputy Clerk Cary

Absent:

3) ELECTION OF OFFICERS

Moved by Joanna Johnson, supported by Aron Hodo to allow Tim Banfield to chair the current Joint Planning Commission until the election can be held to install a new chair. On a voice vote: **Motion Carried.**

Banfield discussed his term as the chair.

1. Banfield opened nominations from the floor.
Hodo nominated Tim Bainfield for chair.
Woods nominated Joanna Johnson for chair.
Hearing no further nominations, Banfield closed the nominations.

On a Roll Call vote:
Joanna Johnson: Riggs, Woods, Johnson
Tim Banfield: Hodo, Bright, Banfield
Having no majority, no chair was elected, and new nominations must be made.

2. Banfield opened nominations from the floor.
Hodo nominated Tim Bainfield for chair.
Riggs nominated Joanna Johnson for chair.
Hearing no further nominations, Banfield closed the nominations.

On a Roll Call vote:
Joanna Johnson: Woods, Johnson, Riggs
Tim Banfield: Hodo, Bright, Banfield
Having no majority, no chair was elected, and new nominations must be made.

3. Banfield opened nominations from the floor.
Hodo nominated Tim Bainfield for chair.
Woods nominated Joanna Johnson for chair.
Hearing no further nominations, Banfield closed the nominations.

On a Roll Call vote:
Joanna Johnson: Woods, Johnson, Riggs
Tim Banfield: Bright, Banfield, Hodo
Having no majority, no chair was elected, and new nominations must be made.

4 Banfield opened nominations from the floor.
Hodo nominated Tim Bainfield for chair.
Riggs nominated Joanna Johnson for chair.
Hearing no further nominations, Banfield closed the nominations.

On a Roll Call vote:
Joanna Johnson: Johnson, Riggs, Woods
Tim Banfield: Bright, Banfield, Hodo
Having no majority, no chair was elected, and new nominations must be made.

5 Banfield opened nominations from the floor.
Hodo nominated Tim Bainfield for chair.
Riggs nominated Joanna Johnson for chair.
Hearing no further nominations, Banfield closed the nominations.

On a Roll Call vote:
Joanna Johnson: Johnson, Riggs, Woods
Tim Banfield: Banfield, Hodo, Bright
Having no majority, no chair was elected, and new nominations must be made.

The board discussed what Roberts Rules says about having a tie. No resolution was found.

Discussion amongst members revealed that previously the Township or City held the Chair position and the other held the Vice-Chair position.

Discussed term of office and appointment to board.

6 Banfield opened nominations from the floor.
Hodo nominated Tim Bainfield for chair.
Riggs nominated Joanna Johnson for chair.
Hearing no further nominations, Banfield closed the nominations.

On a Roll Call vote:
Joanna Johnson: Johnson, Riggs, Woods
Tim Banfield: Hodo, Bright, Banfield
Having no majority, no chair was elected, and new nominations must be made.

No findings in Roberts Rules of Order for tie votes found.

7 Banfield opened nominations from the floor.
Hodo nominated Tim Bainfield for chair.
Woods nominated Joanna Johnson for chair.

Hearing no further nominations, Banfield closed the nominations.

On a Roll Call vote:
Joanna Johnson: Riggs, Woods, Johnson,
Tim Banfield: Hodo, Bright, Banfield
Having no majority, no chair was elected, and new nominations must be made.

Woods - Requested a short recess.
Recess was agreed to and a 10 minute recess started at 7:23 pm.

Banfield - started again at 7:34 pm.

8 Banfield opened nominations from the floor.
Hodo nominated Tim Bainfield for chair.
Riggs nominated Joanna Johnson for chair.
Hearing no further nominations, Banfield closed the nominations.

On a Roll Call vote:
Joanna Johnson: Woods, Johnson, Riggs
Tim Banfield: Hodo, Bright, Banfield
Having no majority, no chair was elected, and new nominations must be made.

Additional discussion about Roberts Rules of Order and adjourning the meeting.

9 Banfield opened nominations from the floor.
Hodo nominated Tim Bainfield for chair.
Riggs nominated Joanna Johnson for chair.
Hearing no further nominations, Banfield closed the nominations.

On a Roll Call vote:
Joanna Johnson: Woods, Johnson, Riggs
Tim Banfield: Bright, Banfield, Hodo
Having no majority, no chair was elected, and new nominations must be made.

Moved by Steve Riggs, supported by Joanna Johnson to adjourn the meeting after 15 tries at electing officers. On a voice vote: **Motion Carried.**

10. Banfield opened nominations from the floor.
Riggs nominated Joanna Johnson for chair.
Hodo nominated Tim Bainfield for chair.
Hearing no further nominations, Banfield closed the nominations.

On a Roll Call vote:
Joanna Johnson: Johnson, Riggs, Woods,
Tim Banfield: Bright, Banfield, Hodo
Having no majority, no chair was elected, and new nominations must be made.

Board discussed permissibility of nominating both Chair and Vice-Chair in the same nomination.

11. Banfield opened nominations from the floor.
Woods nominated Joanna Johnson for chair.
Hodo nominated Tim Bainfield for chair.
Hearing no further nominations, Banfield closed the nominations.

On a Roll Call vote:
Joanna Johnson: Johnson, Riggs, Woods,
Tim Banfield: Banfield, Hodo, Bright,
Having no majority, no chair was elected, and new nominations must be made.

12. Banfield opened nominations from the floor.
Riggs nominated Joanna Johnson for chair.
Hodo nominated Tim Bainfield for chair.
Hearing no further nominations, Banfield closed the nominations.

On a Roll Call vote:
Joanna Johnson: Johnson, Riggs, Woods
Tim Banfield: Hodo, Bright, Banfield
Having no majority, no chair was elected, and new nominations must be made.

13. Banfield opened nominations from the floor.
Woods nominated Joanna Johnson for chair.
Hodo nominated Tim Bainfield for chair.
Hearing no further nominations, Banfield closed the nominations.

On a Roll Call vote:
Joanna Johnson: Riggs, Woods, Johnson
Tim Banfield: Hodo, Bright, Banfield
Having no majority, no chair was elected, and new nominations must be made.

14. Banfield opened nominations from the floor.
Riggs nominated Joanna Johnson for chair.
Hodo nominated Tim Bainfield for chair.
Hearing no further nominations, Banfield closed the nominations.

On a Roll Call vote:
Joanna Johnson: Woods, Johnson, Riggs
Tim Banfield: Hodo, Bright, Banfield
Having no majority, no chair was elected, and new nominations must be made.

15. Banfield opened nominations from the floor.
Riggs nominated Joanna Johnson for chair.
Hodo nominated Tim Bainfield for chair.
Hearing no further nominations, Banfield closed the nominations.

On a Roll Call vote:
Joanna Johnson: Woods, Johnson, Riggs
Tim Banfield: Bright, Banfield, Hodo
Having no majority, no chair was elected, and new nominations must be made.

As previously agreed upon, Banfield entertained a motion to adjourn the meeting.

Moved by Joanna Johnson , supported by Steve Riggs to adjourn the meeting. On a voice vote: **Motion Carried.**

4) APPROVAL OF AGENDA - Items can be added or deleted from the Agenda by board action.

5) APPROVAL OF MINUTES - Items can be added or deleted from the Agenda by board action.

A. Approve Minutes from November 14, 2023 Joint Planning Commission Meeting

B. Approve Minutes from September 9, 2025, Joint Planning Commission Meeting

C. Approve Minutes from September 22, 2025 Joint Planning Commission Meeting

6) PUBLIC COMMENT ON AGENDA ITEMS Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS portion of the meeting agenda.

7) PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION

8) OLD BUSINESS

9) REPORTS AND RECOMMENDATIONS/NEW BUSINESS

A. Set Future Meeting Dates

B. Set Public Hearing for Special Land Use #SLU25-0001

10) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments should address NON-AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS portion of the meeting agenda.

11) BOARD REPORTS

12) ADJOURNMENT

Following the motion to adjourn, no further business was heard and the meeting was promptly adjourned at 7:49 pm.

Respectfully submitted by,

Brandie Cary
Deputy Clerk

1) CALL TO ORDER

IN A RECONVENED SESSION held on Tuesday, November 18, 2025 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall Joint Planning Commission was called to order by Commissioner Banfield.

2) ROLL CALL

Roll was called:

Present: Tim Banfield, Tim Fitzgerald, Aron Hodo, Joanna Johnson, Steve Riggs, Mick Woods

Also Present: Marcia Strange, Director of Community Services Marshall City and Shellie Briggs, Zoning Administrator, SCMCCI, Marshall Township

Absent: None

3) RESCIND ADJOURNMENT FROM OCTOBER 14, 2025 Motion to rescind adjournment from October 14, 2025 Meeting

Moved by Aron Hodo, supported by Joanna Johnson to rescind the adjournment of the October 14, 2025 Joint Planning Commission meeting. On a roll call vote:

Ayes: Johnson, Fitzgerald, Riggs, Hodo, Woods, Banfield
Nays: None
Abstain: None
Motion carried.

4) PUBLIC COMMENT RESPECTIVE TO OCTOBER 14, 2025 MEETING Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda.

Vic Patel of Chicago, IL gave public comment on behalf the developer.

5) ADJOURNMENT

Moved by Fitzgerald, supported by Johnson to adjourn the meeting. On a voice vote: **Motion carried.**

The meeting was adjourned at 7:05 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

ITEM 6.A

TO:	[AGENDA_OFFICIAL_BODY]
FROM:	Marcia Strange, Director of Community Development
DATE:	December 9, 2025
SUBJECT:	Correspondence from Attorney for the Developer for SLU#25-001

If no action taken on the development associated with SLU#25-01, applicant will file a writ of mandamus to compel the JPC to perform its duties, and will seek all other legal remedies as are available under the circumstances.

Per Schedule B, Paragraph 8 of the Master 425 Agreement, the Contract for Conditional Transfer of Property,:
Any liability the City or the Township incurs to a third party as a result of the performance of duties of the exercise or rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.

RECOMMENDATION:

LANDSMAN SALDINGER CARROLL

ROBERT D. CARROLL
MAIN 312.291.4650
DIRECT 312.291.4653
FAX 872.757.1661
carroll@lsclegal.com

October 21, 2025

Via Email
Joint Planning Commission
323 W. Michigan Ave.
Marshall, Michigan 49068
(See attached email list)

Re: Special Land Use Application No. SLU25-001 ("Application")

We represent Rania Marshall, LLC ("Applicant"), which submitted the above-referenced Application. After receiving all required materials and fees, the City scheduled the Application for the September 9, 2025, JPC meeting. However, that meeting was canceled without notice to Applicant. No hearing, presentation, or deliberation occurred. Applicant next appeared for a special make-up session of the JPC on September 23, 2025. However, no township representative attended, which resulted in there not being a quorum and therefore no action was taken on the Application. Applicant next appeared on October 14, 2025 for a JPC meeting. That meeting did not proceed with the agenda because the City and the Township members engaged in a dispute over which jurisdiction held authority to preside over the JPC. The disagreement prevented the meeting from going forward. No agenda items were heard, and the session was adjourned without discussion or vote. These unreasonable delays in hearing, deliberating and voting on the Application is causing and will continue to cause irreparable harm to Applicant. If the hearing on the Application is not scheduled, heard, deliberated and voted on by Tuesday November 11, 2025, Applicant will file a writ of mandamus to compel the JPC to perform its duties, and will seek all other legal remedies as are available under the circumstances. Please respond with confirmation of the meeting date and time.

Sincerely,
Robert Carroll
Robert D. Carroll

cc: Sanjeev Khatau; Vick Patel

Sent to:

Mick@marshalltownship.org
Glenn@marshalltownship.org
dperry@cityofmarshall.com
JIJohnson789@outlook.com
sriggspc@gmail.com
mstrange@cityofmarshall.com
banfield@outdoor-livinginc.com
dgilbert@calhouncountymi.gov
SWolfersberger@cityofmarshall.com
rtraver@cityofmarshall.com
RUnderhill@cityofmarshall.com
jhackworth@cityofmarshall.com
jgates@cityofmarshall.com
tchaneyhuggett@cityofmarshall.com
AScibbe@cityofmarshall.com

ITEM 9.A

TO: [AGENDA_OFFICIAL_BODY]
FROM: Marcia Strange, Director of Community Development

DATE: December 9, 2025
SUBJECT: Set Future Meeting Dates

The Joint Planning Commission has historically met on the Second Tuesday of the Month at 7:00 PM, as required to hear business of the board.
Dates for 2026:
January 13
February 10
March 10
April 14
May 12
June 9
July 14
August 11
September 8
October 13
November 10
December 8

RECOMMENDATION:
Approve the 2026 Joint Planning Commission meeting calendar as presented.

ITEM 9.B

TO:	[AGENDA_OFFICIAL_BODY]
FROM:	Marcia Strange, Director of Community Development
DATE:	December 9, 2025
SUBJECT:	Set Public Hearing for Special Land Use #SLU25-001

There is a proposed project for 15855 W Michigan, which is a 1.81 acre parcel (53-002-592-03), that was split from the parent parcel 53-002-592-00 on December 30, 2024. The zoning is B-4 (Business) and is adjacent to other B-4 parcels and a Township parcel to the West is zoned Multi-Family Residential per the 2023 Township Zoning map, but is indicated as Medium Density Residential per the County. There is an adjacent similar use with a drive-through restaurant (Taco Bell) on parcel 53-002-539-00. Other properties in this plaza house the following uses: retail (Tractor Supply Company, Dollar Tree, Family Fare) and service (nail salon, optometrist, etc.). There is also currently a senior activity center (Heritage Commons).

- The project was received by City of Marshall staff on 8/11/2025.
- City staff did a preliminary review, which resulted in additional information being submitted between 8/11/2025 and 8/29/2025.
- Preliminary City staff comments were sent to the applicant on 8/21/2025
- Confirmation was received from the applicant that they wanted to proceed with revisions to get onto the September JPC agenda and contact was made with Jeff Albaugh, Marshall Township Clerk, to coordinate distribution of drawings for Administrative review on 8/23/2025
- Package was sent to Gail Huff for Township Administrative review including initial City comments and Gail requested the City confirm attendance from Township JPC members on 8/26/2025
- Confirmation was received on 8/29/2025 from the following JPC board members that they would be able to attend a meeting on September 9, 2025: Steve Riggs from Marshall Township, and Tim Banfield, Tim Fitzgerald, Aron Hodo from Marshall City
- Revised drawings were received on 8/28/2025 and distributed on 8/29/2025 to Gail and City Staff for further review.
- Sealed plans were submitted by the applicant for SLU application and site plan review and received by the Marshall City Staff 9/4/2025
- Agenda Packet distributed electronically to JPC members 9/4/2025
- Joint Planning Commission meeting 9/9/2025- No Quorum
- Joint Planning Commission meeting 9/22/2025- No Quorum
- Joint Planning Commission meeting 10/14/2025- Did not reach item of business before meeting was adjourned
- Joint Planning Commission meeting 11/18/2025- Did not reach item of business before meeting was recessed

This project documentation is included for reference, but will be formally introduced for plan review at the next meeting as project PSP25-0004. The project is requesting two drive-throughs for fast food restaurants. In the B-4 zoning district, drive-throughs require a Special Land Use. Before the Site Plan can be considered the Special Land Use must be resolved, requiring the public hearing to be set.

Considerations for Special Land Use Requirements
Plans showing property boundaries, parking, possible sign locations, and the location of abutting streets, easements, and similar public areas is provided in the Civil and Site Plan drawings.
A legal description of the property is found on the last page of the Deed.
A proposed compliance plan including hours of operation can be presented at the November meeting. Typical hours for Jimmy John's are 10am-10pm and Dunkin' Donuts are typically open 5am-10pm.

RECOMMENDATION:
Set Public Hearing for Special Land Use #SLU25-001 for two drive-throughs at proposed restaurants at 15885 W Michigan Ave.

SPECIAL LAND USE APPLICATION

City of Marshall
Fee $600.00

Section 6.2 of the Marshall City Zoning Ordinance gives citizens the opportunity to file for a Special Land Use Permit when it is required by zoning district.

Process

- Application, fee, and all required materials are submitted by due date. Once found to be complete, the application is placed on the Planning Commission agenda for acceptance.
- **Planning Commission meeting #1**: At this meeting, a public hearing is scheduled for the following month.
- Neighbors within 300 feet of the property seeking special land use are notified of the public hearing.
- **Planning Commission meeting #2**: Public hearing is held and discussion takes place. A recommendation on the application is given for City Council.
- **City Council meeting**: Item is placed on the agenda, a staff report and Planning Commission comments are offered for review and City Council grants final approval, disapproval, or approval with conditions.

Address of subject property 15855 W Michigan Ave, Marshall, MI 49068

Applicant's name Vick Patel Phone 630.577.7391

Applicant's address 219 Claremont Dr City Naperville Zip 60540

Owner's Name Sanjeev Khatau Phone 630.544.0192

Owner's Address 219 Claremont Dr City Naperville Zip 60540

Explain need for a Special Land Use permit at the subject property (attach more if necessary):

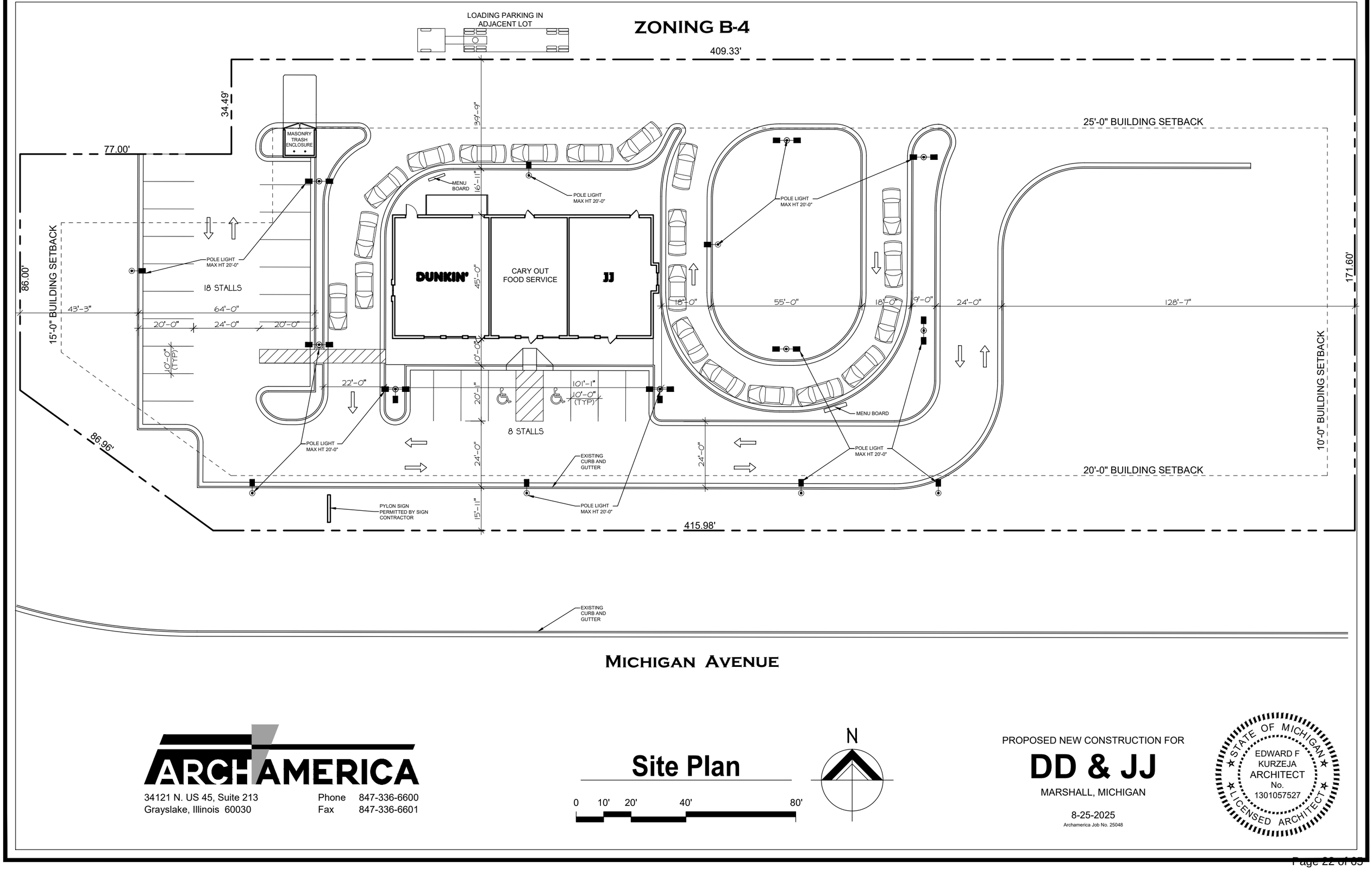
Applicant's Signature vick patel **Date** 09/08/2025

Owner's Signature Sanjeev khatau **Date** 09/08/2025

The following items MUST be submitted for the application to be complete:

- ☐ A plot plan showing property boundaries and legal description
- ☐ Existing structures, uses and zoning on subject and adjacent properties
- ☐ Location of all abutting streets, easements, and similar public areas
- ☐ Proposed compliance plan (if applicable) including hours, signs, parking, etc.

ZONING B-4



Michigan Avenue

ARCHAMERICA
34121 N. US 45, Suite 213
Grayslake, Illinois 60030
Phone 847-336-6600
Fax 847-336-6601

Site Plan

0 10' 20' 40' 80'

N

PROPOSED NEW CONSTRUCTION FOR

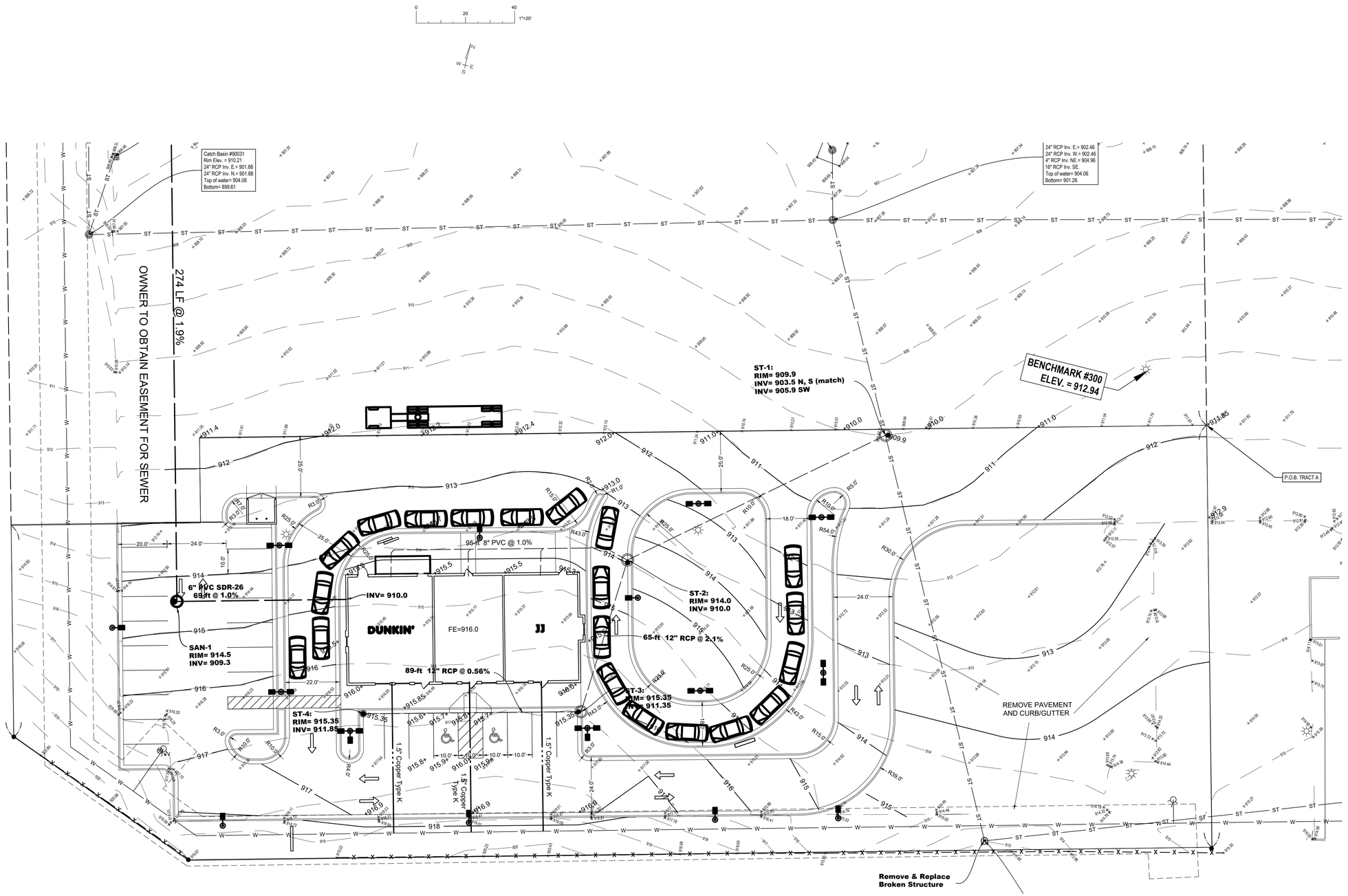
DD & JJ

MARSHALL, MICHIGAN

8-25-2025

Archamerica Job No. 25048

STATE OF MICHIGAN
EDWARD F KURZEJA
ARCHITECT
No. 1301057527
LICENSED ARCHITECT



DEVELOPER TO:

PROVIDE AGREEMENT FOR PROPOSED DEVELOPMENT TO DISCHARGE STORMWATER ACROSS PRIVATE PROPERTY TO THE ENTIRE CENTRALIZED STORMWATER BASIN

PROVIDE AGREEMENT FOR PROPOSED DEVELOPMENT TO DISCHARGE STORMWATER TO CENTRALIZED STORMWATER BASIN. THE CENTRALIZED STORMWATER BASIN IS LOCATED ON A SEPARATE PARCEL FROM THE PROPOSED DEVELOPED. THE DEVELOPER NEEDS TO PROVIDE A STORMWATER MAINTENANCE AND OPERATION AGREEMENT BETWEEN THE PROPOSED DEVELOPMENT AND THE BASIN PROPERTY OWNER TO ENSURE THE DEVELOPMENT STORMWATER IS MANAGED PROPERLY IN THE CENTRALIZED STORM BASIN.
THE CENTRALIZED STORMWATER BASIN IS LOCATED ON A PARCEL THAT IS LAND LOCKED. PROPOSED DEVELOPMENT NEEDS TO PROVIDE PROOF OF ACCESS FOR OWNER/OPERATOR OF BASIN FROM SURROUNDING PROPERTY(S).

PROVIDE COPY OF THE STORMWATER MANAGEMENT PLAN FOR THE CENTRALIZED BASIN.

DETENTION SUMMARY

PROPERTY AREA = 79,003 sq-ft (1.81 acre)

EXISTING IMPERVIOUS AREA = 64,440 sq-ft (1.48 acre) = 81.6%

PROPOSED IMPERVIOUS AREA = 43,209 sq-ft (0.99 acre) = 54. 7%

PROPERTY IS CURRENTLY TRIBUTARY TO AND SERVED BY EXISTING DETENTION BASIN NORTH OF TRACTOR SUPPLY STORE. IMPERVIOUS COVERAGE IS SIGNIFICANTLY REDUCED. THEREFORE, NO ADDITIONAL DETENTION VOLUME IS REQUIRED.

2025-08-27 PER CITY COMMENTS

STATE OF MICHIGAN
MASON L. BROWN, JR.
ENGINEER
No. 6201020036
LICENSED PROFESSIONAL ENGINEER

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

PROPOSED DUNKIN DONUTS & JIMMY JOHNS
PRELIMINARY ENGINEERING PLAN
MARSHALL, MI

DIYA HOLDINGS
219 CLAREMONT DR NAPPERVILLE, IL 60540

REVISIONS:

DESIGN: ---
DRAWN: mb
CHECKED: MB
FIELD CK: net

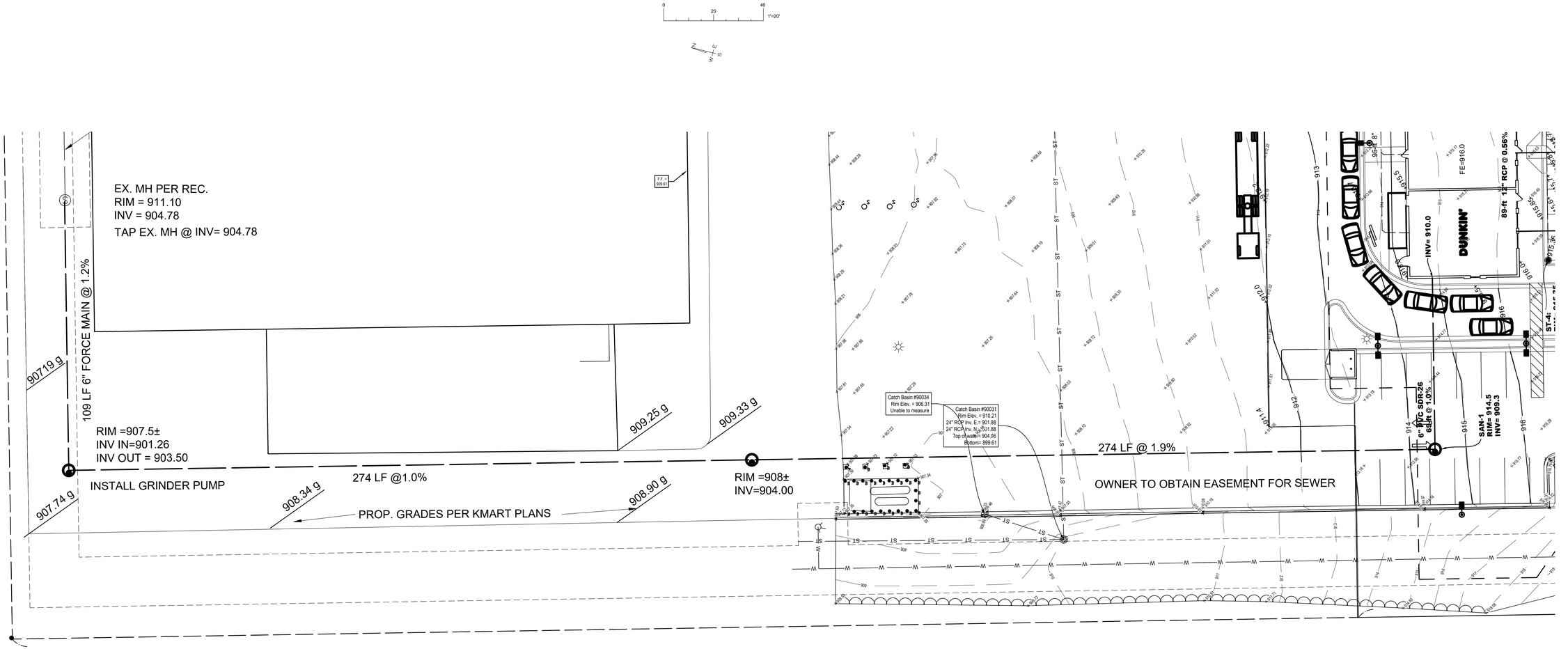
23-029.DWG

SCALE: 1"=20'

DATE: 08-08-2025

JOB NO. 25-029

SHEET 1



2025-08-27 PER CITY COMMENTS

STATE OF MICHIGAN
MASON L. BROWN, JR
ENGINEER
No. 6201028036
LICENSED PROFESSIONAL ENGINEER

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

PROPOSED DUNKIN DONUTS & JIMMY JOHNS
SANITARY SEWER LEAD
MARSHALL, MI

DIYA HOLDINGS
219 CLAREMONT DR
NAPPERVILLE, IL 60540

REVISIONS:

DESIGN: ---
DRAWN: mb
CHECKED: MB

23-029.DWG
FIELD CK: net

SCALE: 1"=20'
DATE: 08-08-2025
JOB NO. 25-029
SHEET 2

0 20 40 1"=20'

N W E S

BENCHMARK #300
ELEV. = 912.94

P.O.B. TRACT A

DUNKIN'

JJ

REMOVE PAVEMENT
AND CURB/GUTTER

Manhole #90493
Rim Elev. = 913.18
Busted Structure
12" Inv. NE.= 905.82 (per records)
16" Inv. NW.= 905.18 (per records)

2025-08-27 PER CITY COMMENTS

STATE OF MICHIGAN
MASON L. BROWN, JR.
ENGINEER
No. 6201020036
LICENSED PROFESSIONAL ENGINEER

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

PROPOSED DUNKIN DONUTS & JIMMY JOHNS
CONTEXT PLAN
MARSHALL, MI

DIYA HOLDINGS
219 CLAREMONT DR
NAPPERVILLE, IL 60540

REVISIONS:

DESIGN: --
DRAWN: mb
CHECKED: MB
FIELD CK: net

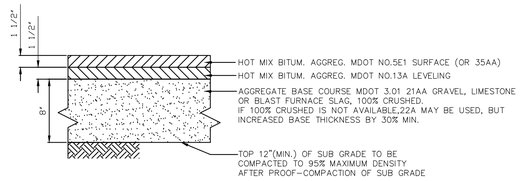
23-029.DWG

SCALE: 1"=20'

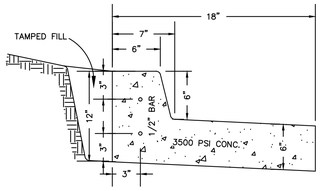
DATE: 08-08-2025

JOB NO. 25-029

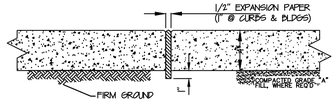
SHEET 3



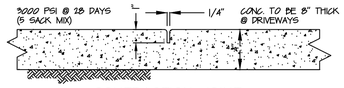
ASPHALT PAVING DETAIL



SPILL - OUT CURB & GUTTER

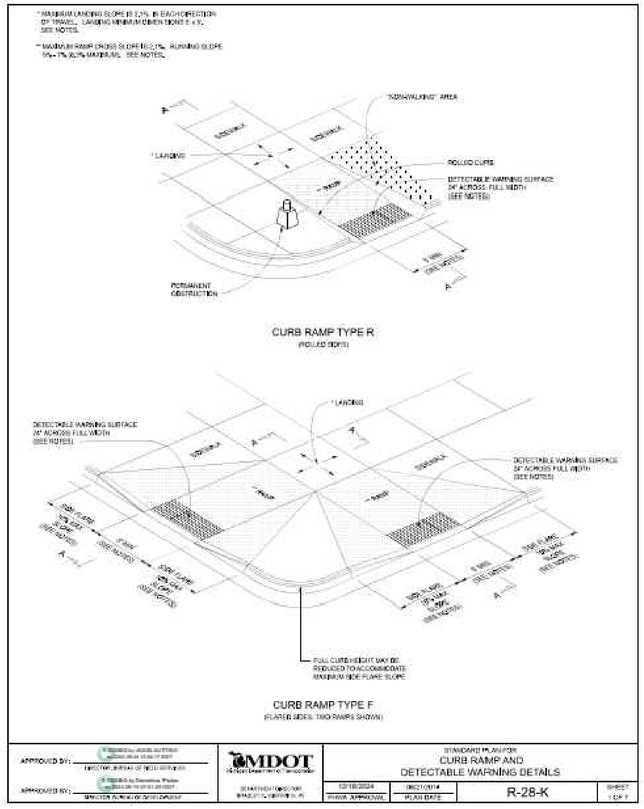


EXPANSION JOINT
SPACE @ 25' TO 50'(MAX)



CONTRACTION JOINT
SPACE @ 5' TO 7' (MAX)

SIDEWALK DETAIL



2025-08-27 PER CITY COMMENTS

STATE OF MICHIGAN
MASON L. BROWN, II
ENGINEER
No. 6201028036
LICENSED PROFESSIONAL ENGINEER

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

PROPOSED DUNKIN DONUTS & JIMMY JOHNS
SITE PAVEMENT DETAILS
MARSHALL, MI

DIYA HOLDINGS
219 CLAREMONT DR NAPPERVILLE, IL 60540

REVISIONS:

DESIGN: ---
DRAWN: mb
CHECKED: MB

23-029.DWG
FIELD OK: net

SCALE: NONE
DATE: 08-08-2025
JOB NO. 25-029
SHEET 4

This space is for RECORDER'S USE ONLY

COVENANT DEED

GRANTOR:	BR GREAT NORTHERN MALL, LLC, a Delaware limited liability company
WHOSE ADDRESS IS:	c/o B. Riley Principal Investments RE, LLC One North Franklin Street, Suite 950 Chicago, Illinois 60606
CONVEYS TO GRANTEE:	RAINA MARSHALL, LLC, a Michigan limited liability company
WHOSE ADDRESS IS:	219 Claremont Drive Naperville, Illinois 60540

All of Grantor's right, title and interest in the real estate situated in the County of Calhoun, State of Michigan, more fully described on **Exhibit A** attached to this Covenant Deed and made a part hereof, being the same property conveyed to the Grantor by Covenant Deed dated February 1, 2022 recorded on February 22, 2022 in Liber 4633 Page 0859 in the Office of the Register of Deeds of Calhoun County, Michigan.

Together with all and singular the rights-of-way, easements, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining (collectively, the "**Property**"), for the sum set forth on the Real Estate Transfer Tax Valuation Affidavit filed herewith.

This conveyance is made subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said described Property, as aforesaid, unto Grantee, its successors and assigns, forever; and Grantor binds itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, from, or under the Grantor, but against no other claims or persons.

Grantor further grants to Grantee the right to make any and all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of this 6th day of August, 2025.

BR GREAT NORTHERN MALL, LLC,
a Delaware limited liability company

By: _____
Name: Bryant Riley
Its: Executive Officer

STATE OF CA)
) SS.
COUNTY OF Los Angeles)

On this 25 day of July, 2025, before me personally appeared Bryant Riley, an Executive Officer of BR GREAT NORTHERN MALL, LLC, personally known or proven to me to be the same person whose name is subscribed to the foregoing instrument, signed and delivered the said instrument as his free and voluntary act in his capacity as Executive Officer of the company, and as the free and voluntary act of the company, for the uses and purposes therein set forth.

GINA DOWNS
Notary Public - California
Los Angeles County
Commission # 2415430
My Comm. Expires Sep 10, 2026

Notary Public, Los Angeles County, CA
My Commission Expires: 9-10-2026
Acting in Los Angeles County, CA

Drafted by:

ArentFox Schiff LLP
233 S. Wacker Drive, Suite 1700
Chicago, IL 60606
James M. Murphy, Esq.

Once recorded return to:

Landsman Saldinger Carroll
161 N. Clark Street, Suite 1600
Chicago, IL 60601
Attn: Robert D. Caroll

Send Subsequent Tax Bills to:

Raina Marshall, LLC
219 Claremont Drive
Naperville, IL 60540

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Land in the City of Marshall, Calhoun County, MI, described as follows:

Commencing at the Northeast corner of Section 27, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan; thence North 89 degrees 35 minutes 29 seconds West 70.70 feet along the North line of said Section 27; thence South 01 degrees 41 minutes 50 seconds East 782.63 feet along the West right-of-way line of West Drive (variable width); thence South 74 degrees 49 minutes 36 seconds West 590.00 feet; thence South 15 degrees 10 minutes 24 seconds East 115.00 feet; thence South 74 degrees 49 minutes 36 seconds West 113.67 feet; thence South 15 degrees 10 minutes 24 seconds East 337.98 feet to the Point of Beginning;

thence continuing South 15 degrees 10 minutes 24 seconds East 171.60 feet;
thence South 74 degrees 49 minutes 36 seconds West 415.98 feet along the North right-of-way line of Michigan Avenue (Variable Width);
thence North 69 degrees 10 minutes 24 seconds West 86.96 feet along the MDOT right-of-way line;
thence North 15 degrees 10 minutes 24 seconds West 86.00 feet;
thence North 74 degrees 49 minutes 36 seconds East 77.00 feet;
thence North 15 degrees 10 minutes 24 seconds West 34.49 feet;
thence North 74 degrees 49 minutes 36 seconds East 409.33 feet to the Point of Beginning. Being part of the Northeast 1/4 of said Section 27, Town 2 South, Range 6 West, City of Marshall, Calhoun County, Michigan.

PIN: 13-53-002-592-03

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments not yet due and payable.
2. The terms and provisions contained in the document entitled Agreement recorded as Liber 262, Page 419.
3. The terms, provisions and easement(s) contained in the document entitled Declaration of Easement recorded as Liber 1227, Page 976. First Modification of Declaration of Easements as disclosed by instrument recorded in Liber 1549, Page 365; Second Modification of Declaration of Easements as disclosed by instrument recorded in Liber 1559, Page 897; Supplemental Reciprocal Easement and Restriction Agreement as disclosed by instrument recorded in Liber 3970, Page 68; Amendment to Supplemental Reciprocal Easement and Restriction Agreement as disclosed by instrument recorded in Liber 4633, Page 864 and Amended and Restated Declaration of Easements and Restrictions recorded in Liber 4877, Page 305.
4. The terms, provisions and easement(s) contained in the document entitled Grant of Easements recorded as Liber 1811, Page 302.
5. The terms and provisions contained in the document entitled Contract for Conditional Transfer of Property recorded September 29, 1995 as Liber 1823, Page 532.
6. The terms, provisions and easement(s) contained in the document entitled Declaration of Easements and Restrictions recorded December 16, 2024 as Liber 4874, Page 364 and Amended and Restated Declaration of Easements and Restrictions recorded in Liber 4877, Page 305 and First Amendment to Amended and Restated Declaration of Easements and Restrictions recorded February 4, 2025 in Liber 4884, Page 292.
7. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
8. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the Property.
9. Rights of tenants under unrecorded leases.
10. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, road or highways.
11. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
12. All of the terms and provisions set forth and contained in that certain lease between Marshall Plaza, a Michigan partnership, Lessor, and K Mart Corporation, a Michigan corporation, Lessee, a memorandum of which is recorded in Liber 1227, Page 985. Second Modification of Lease Agreement dated September 2, 1982, recorded September 9, 1982, in Liber 1257, Page 464. Modification of Memorandum of Lease and Third Modification of Lease Agreement dated February 5, 1991, recorded February 20, 1991, in Liber 1559, Page 901.
13. All of the terms and provisions set forth and contained in that certain lease between Marshall Plaza, a Michigan co-partnership, Lessor, and Hook Drugs, Inc. of Michigan, an Indiana corporation, Lessee, a memorandum of which is recorded in Liber 1553, Page 581.
14. All of the terms and provisions set forth and contained in that certain lease between BR Great Northern Mall, LLC, a Delaware limited liability company, Lessor, and Tractor Supply Co. of Michigan LLC, a Michigan limited liability company, Lessee, a memorandum of which is recorded in Liber 4874, Page 624.

ARCHAMERICA
34121 N. US 45, Suite 213
Grayslake, Illinois 60030
Phone 847-336-6600
Fax 847-336-6601

Front Elevation

0 2' 4' 8' 16'

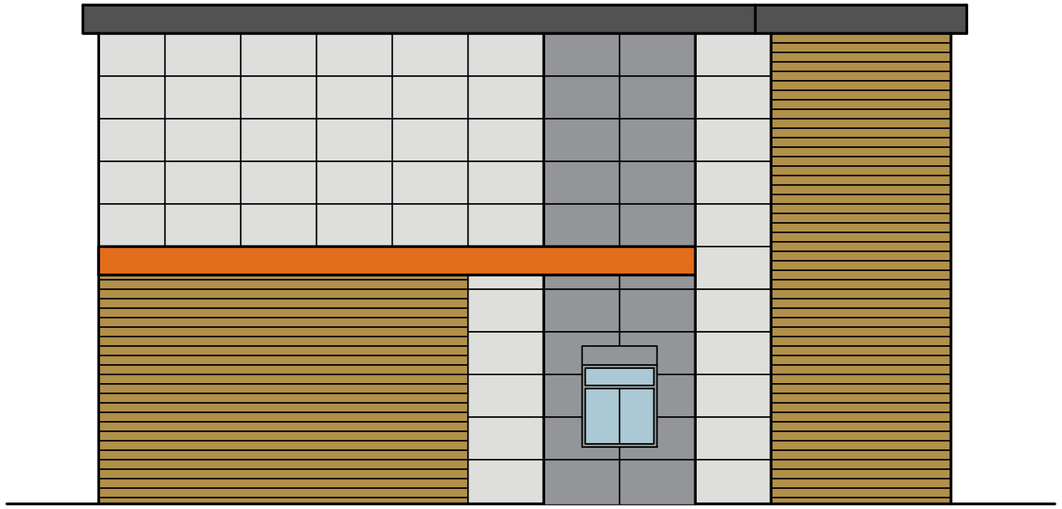
PROPOSED NEW CONSTRUCTION FOR

DD & JJ

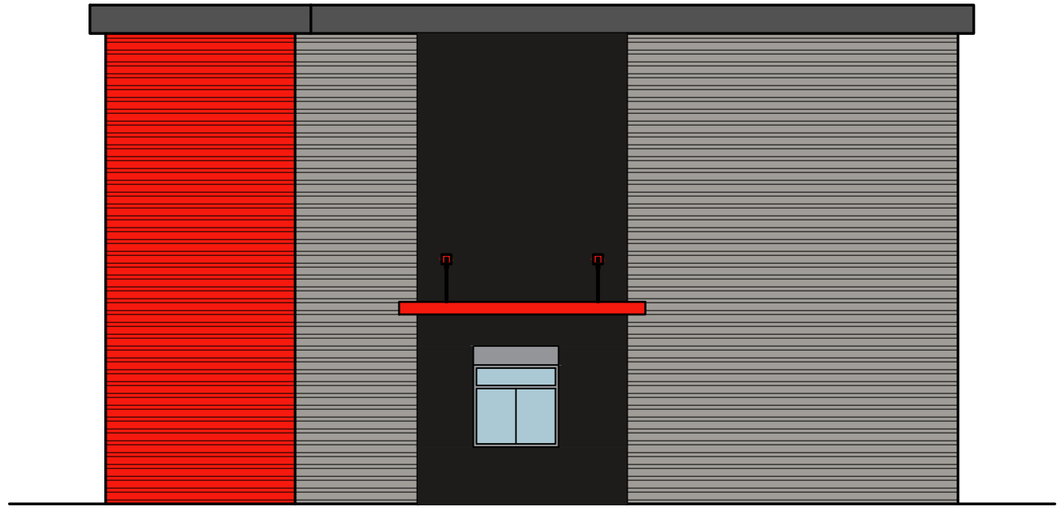
MARSHALL, MICHIGAN

8-27-2025

Archamerica Job No. 25048



Dunkin' Side Elevation



Jimmy John's Side Elevation

ARCHAMERICA

34121 N. US 45, Suite 213
Grayslake, Illinois 60030

Phone 847-336-6600
Fax 847-336-6601

0 2' 4' 8' 16'

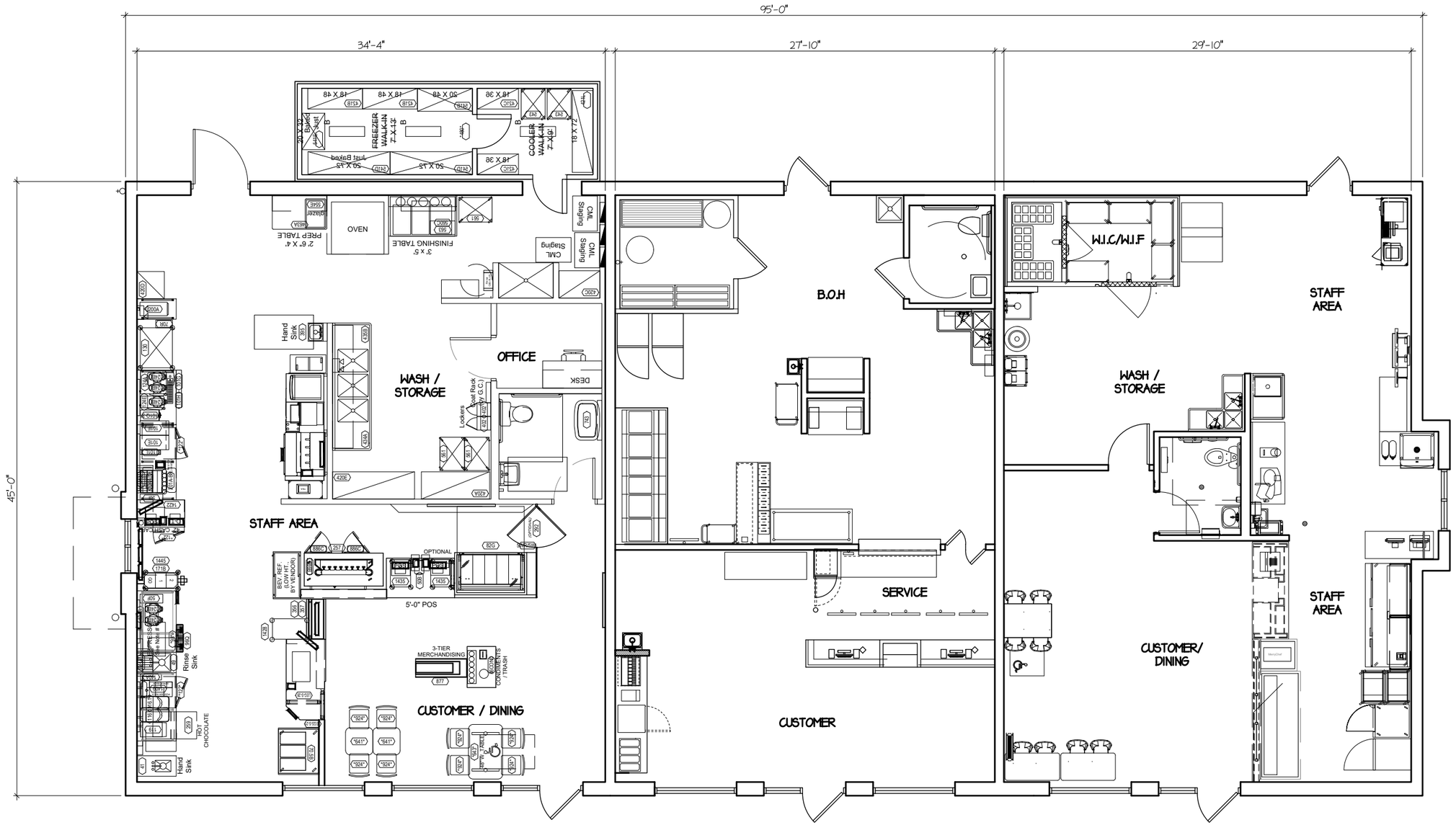
PROPOSED NEW CONSTRUCTION FOR

DD & JJ

MARSHALL, MICHIGAN

8-27-2025

Archamerica Job No. 25048



Dunkin Donuts **Carry-Out** **Jimmy Johns**

ARCHAMERICA
34121 N. US 45, Suite 213
Grayslake, Illinois 60030
Phone 847-336-6600
Fax 847-336-6601

Proposed Plans

0 2' 4' 8' 16'

N

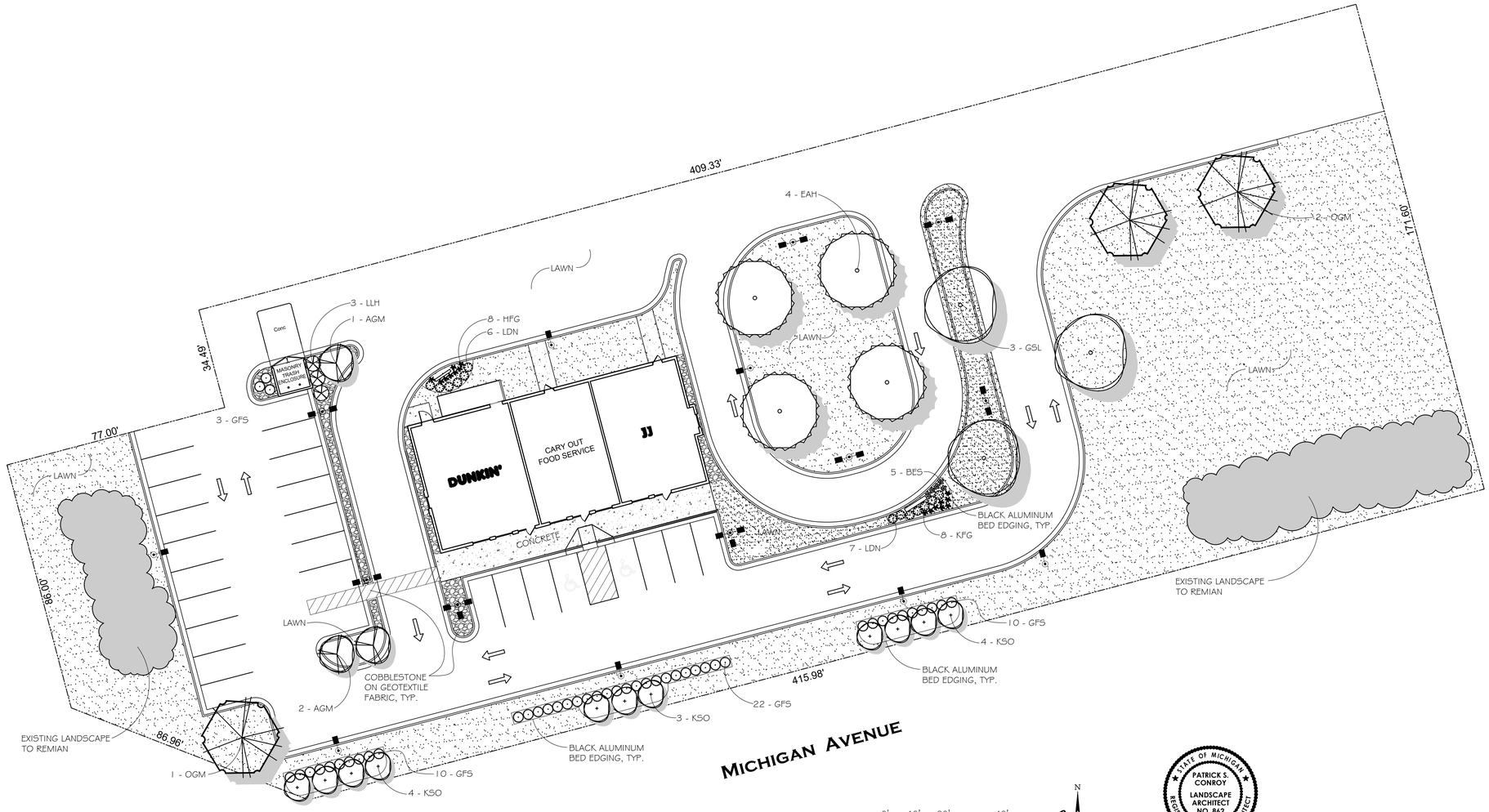
PROPOSED NEW CONSTRUCTION FOR

DD & JJ

MARSHALL, MICHIGAN

8-8-2025

Archamerica Job No. 25048



CONCEPTUAL SITE LANDSCAPE PLAN

0' 10' 20' 40'

SCALE: 1"=20'
(24" X 36")

N

Conroy

STATE OF MICHIGAN
PATRICK S. CONROY
LANDSCAPE ARCHITECT NO. 862
REGISTERED LANDSCAPE ARCHITECT

Patrick S. Conroy

Landscape Requirements Summary:

SITE REQUIREMENTS
Site Square Footage = 79,003 sq. ft. x 5%= 3,950.15 sq. ft.
1 Tree per 400 sq. ft.= 9.8 Trees
Trees Required: 10 Trees Provided: 10
1 Shrub per 250 sq. ft.= 15.8 Shrubs
Shrubs Required: 16 Shrubs Provided: 16

PARKING LOT REQUIREMENTS
1 Tree per 10 Parking Spaces 27 Parking Spaces/10=3 Trees
Trees Required: 3 Trees Provided: 3

STREET FRONTAGE/GREENBELT REQUIREMENTS
1 Tree per 40 LF of Frontage= 416.7 LF/40= 10.41 Trees
Trees Required: 11 Trees Provided: 11
4 Shrubs per 10 LF of Frontage= 416.7/10= 42 Shrubs
Shrubs Required: 42 Shrubs Provided: 42

PLANT MATERIAL LIST

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT
3	OGM	ACER FREEMANI RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE	2.5" CAL.	B&B
3	AGM	ACER RUBRUM 'ARMSTRONG GOLD'	ARMSTRONG GOLD RED MAPLE	2.5" CAL.	B&B
4	EAH	CARPINUS BETULA 'EMERALD AVENUE'	EMERALD AVENUE HORNBEAM	2.5" CAL.	B&B
11	KSO	QUERCUS ROBUR X BICOLOR 'KINDRED SPIRIT'	KINDRED SPIRIT OAK	2.5" CAL.	B&B
3	GSL	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LINDEN	2.5" CAL.	B&B
3	LLH	HYDRANGEA P. 'LIMELIGHT'	LIMELIGHT HYDRANGEA	30"	CONT.
13	LDN	PHYSOCARPUS 'LITTLE DEVIL'	LITTLE DEVIL NINEBARK	30"	CONT.
45	GFS	SPIRAEA 'GOLDFLAME'	GOLDFLAME SPIRAEA	30"	CONT.
5	BES	RUDBECKIA 'GOLDSTRUM'	GOLDSTRUM BLACK-EYED SUSAN	1 GAL.	CONT.
8	KFG	CALAMAGROSTIS 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	1 GAL.	CONT.
8	HFG	PENNISETUM 'HAMELN'	HAMELN DWARF FOUNTAIN GRASS	1 GAL.	CONT.

LAWN SEED MIX NOTES

1. TOPSOIL, SEED AND INSTALL STRAW MULCH OVER ALL DISTURBED AREAS.
2. MDOT CLASS A SEED MIX AS NOTED ON PLAN IS TO BE PROVIDED BY SPECIFICATIONS.

GENERAL NOTES

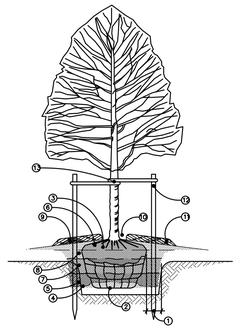
1. ALL LANDSCAPE INSTALLATION SHALL CONFORM TO THE LANDSCAPE REQUIREMENTS AS OUTLINED IN THE ORDINANCES FOR MARSHALL, MICHIGAN.
2. ALL PLANT MATERIAL TO BE INSTALLED PER PLANTING DETAILS & SPECIFICATIONS.
3. ALL LAWN AREA (AS INDICATED) ARE TO BE SEEDED, UNLESS NOTED OTHERWISE, WITH A MINIMUM 4" OF TOPSOIL.
4. ALL LAWN AND LANDSCAPE PLANTING BED AREAS (AS INDICATED) WILL BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. WATERING WILL ONLY OCCUR BETWEEN THE HOURS OF 12AM AND 5AM.
5. ALL EDGING (AS INDICATED) TO BE AS SPECIFIED ON DRAWINGS & DETAILS, INSTALL PER MANUFACTURERS SPECIFICATIONS.
6. SIZE AND QUALITY OF LANDSCAPE MATERIAL SHALL BE IN ACCORDANCE WITH THE STANDARDS SET FORTH BY 'THE AMERICAN ASSOCIATION OF NURSERYMEN'.
7. LANDSCAPE CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT IN WRITING OF ANY PROPOSED CHANGE IN PLANT MATERIAL AND OR LOCATION. LANDSCAPE ARCHITECT TO APPROVAL ALL SUBSTITUTIONS AND OR CHANGES IN WRITING, PRIOR TO INSTALLATION.
8. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THE DOES NOT MEET THE OWNER, LANDSCAPE ARCHITECT, OR INDUSTRY STANDARDS.
9. LANDSCAPE ARCHITECT TO APPROVE ALL PLANT LOCATIONS PRIOR TO INSTALLATION. ALL CONSTRUCTION AND PLANT MATERIAL LOCATIONS MAY BE ADJUSTED ON SITE IF NECESSARY.
10. PLANT TREES AND SHRUBS GENERALLY NO CLOSER THEN THE FOLLOWING DISTANCES FROM SAFETY PATHS, SIDEWALKS, CURBS, PARKING STALLS & FIRE DEPARTMENT CONNECTIONS (HYDRANTS):

    DECIDUOUS TREES – 5 Lf.
    ORNAMENTAL & CONIFEROUS TREES – 10 Lf.
    SHRUBBERY LESS THAN 12" HT. x 12" WD. (AT MATURITY) – 2 Lf.

11. NO DECIDUOUS OR CONIFEROUS TREES ARE TO BE INSTALLED OVER ANY PROPOSED OR EXISTING UNDERGROUND UTILITY LINES AS SHOWN ON THE OVERALL SITE LANDSCAPE PLAN. REFER TO CIVIL ENGINEERING PLANS FOR EXACT LOCATIONS AND DETAILS.
12. THE LANDSCAPE CONTRACTOR SHALL DEVELOP & IMPLEMENT A LANDSCAPE MAINTENANCE PROGRAM & SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE THE WORK IS ACCEPTED IN WRITING BY CONROY & ASSOCIATES, INC. THE CONTRACTOR SHALL REPLACE, WITHOUT COST TO THE OWNER, ALL DISEASED, DAMAGED OR DEAD PLANTS, IN ACCORDANCE WITH THE STANDARDS OF THE MARSHALL, MI ZONING ORDINANCE. REPLACEMENT MATERIAL SHALL CONFORM TO THE ORIGINAL SPECIFICATION.

PLANTING TREES & SHRUBS

1. DIG PLANT POCKET MINIMUM 24" WIDER THAN BALL.
2. DIG PLANT POCKET FOR SHRUBS A MINIMUM OF 6" WIDER THAN BALL OR CONTAINER.
3. LOOSEN SOIL ON SIDES OF POCKET TO BREAK GLAZING CAUSED BY DIGGING. THOROUGHLY COMPACT SUBGRADE.
4. CONTRACTOR TO VERIFY PERCOLATION OF PLANTING BED OR POCKET PRIOR TO INSTALLATION.
5. COMPLETELY REMOVE ALL CONTAINERS AT THE TIME OF PLANTING.
6. ALL UNSUITABLE SOIL TO BE REMOVED FROM SITE.
7. ALL HEIGHTS SHOWN ON DETAILS ARE BEFORE PRUNING.
8. ALL DEPTHS SHOWN ON DETAILS ARE BEFORE SETTLING.
9. SET 7/8 OF BALL IN POCKET, EXPOSING 1/8 OF BALL AT GRADE MINIMUM.
10. BACKFILL PREPARED SOIL TO 1/3 THE DEPTH & COMPACT THOROUGHLY, BACKFILL SECOND 1/3 & COMPACT THOROUGHLY, FINISH BACKFILL & COMPACT THOROUGHLY.
11. LOOSEN & REMOVE ALL LACING FROM BALL.
12. BACKFILL WITH PREPARED SOIL.
13. COVER TREE PLANT POCKET AREAS & ALL PLANTING BEDS WITH A MINIMUM 3" DEPTH SHREDDED BARK MULCH. LEAVE 3" RING EXPOSED AT BASE OF ALL INDIVIDUAL TREES. MULCH TO BE NATURAL IN COLOR.
14. ALL ANNUAL & PERENNIAL BEDS ARE TO BE EXCAVATED TO A DEPTH OF 6" & REPLACED WITH A PLANTING MIX CONSISTING OF 50% SANDY SOIL & 50% LEAF COMPOST.
15. ALL PLANTS ARE TO BE PLUMB PRIOR TO STAKING. STAKING IS NOT TO BE USED TO STRAIGHTEN LEANING MATERIAL.
16. ALL STAKING & GUYING MATERIAL TO BE REMOVED BY LANDSCAPE CONTRACTOR ONE (1) YEAR AFTER INSTALLATION.



INSTALLATION NOTES:
1. DIG PLANT POCKET 12" WIDER THAN EDGE OF ROOTBALL.
2. THOROUGHLY COMPACT BOTTOM OF PLANT POCKET.
3. REMOVE ALL TWINE FROM TOP OF ROOTBALL. EXAMINE TRUNK COLLAR & REMOVE EXCESS SOIL FROM TOP OF ROOTBALL DOWN TO THE UPPER LEVEL OF THE ROOT SYSTEM. SET ROOTBALL WITH TOP 1/8 OF BALL ABOVE FINISH GRADE.
4. PLACE BACKFILL UNDER & ALONGSIDE BASE OF BALL TO STRAIGHTEN TREE. THOROUGHLY COMPACT TO FILL ALL VOIDS.
5. BACKFILL PLANT POCKET 1/3 WITH PLANTING MIX CONSISTING OF 50% TOPSOIL & 50% NATIVE SOIL & COMPACT THOROUGHLY, ASSURING TREE IS STILL STRAIGHT.
6. BEFORE CONTINUING WITH BACKFILL; REMOVE TOP WIRE LOOPS, OR BEND DOWN UNTIL THEY TOUCH SIDE OF BALL. REMOVE EXCESS BURLAP.
7. BACKFILL PLANT POCKET SECOND 1/3 WITH PLANTING MIX & COMPACT THOROUGHLY, ASSURING TREE IS STILL STRAIGHT.
8. BACKFILL PLANT POCKET LAST 1/3 WITH PLANTING MIX & COMPACT THOROUGHLY, ASSURING TREE IS STILL STRAIGHT. SLOPE GRADE AWAY FROM TREE.
9. IF PLANTED IN NON-IRRIGATED AREAS, FORM A SAUCER WITH SOIL AT OUTSIDE EDGE OF ROOTBALL.
10. SHREDDED BARK MULCH, 3" DEPTH. MULCH TO BE NATURAL IN COLOR. LEAVE 2-3" RING EXPOSED AT BASE OF TRUNK.
11. MULCH RINGS TO BE CONSISTENT WITH PLANT TYPE/SIZE THROUGHOUT PROJECT & SHOULD NOT EXTEND BEYOND PLANT POCKET.
12. MINIMUM 2"x2"x60" HARDWOOD STAKES TO EXTEND INTO UNDISTURBED SOIL UNDER PLANT POCKET. STAKE LOCATIONS PER TREE TO BE CONSISTENT THROUGHOUT PROJECT.
13. 1" WIDE BELT LIKE NYLON, PLASTIC, OR OTHER ACCEPTABLE MATERIAL. NO WIRE OR HOSE TO BE USE TO GUY TREES. TWO (2) GUYS PER TREE.

DECIDUOUS TREE PLANTING DETAIL
TREE 3" CAL. & UNDER
NOT TO SCALE
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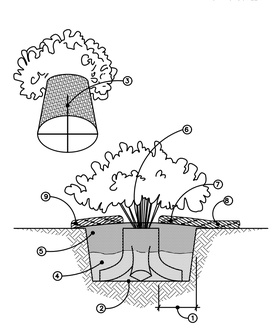

NOTES:
1. CONCRETE OR BUILDING
2. 2" – 3" DIAMETER WASHED COBBLESTONE, 4" DEPTH. WIDTH VARIES.
3. FILTER CLOTH, INSTALL PER MANUFACTURER SPECIFICATIONS.
4. EDGING, SEE PLAN FOR SPECIFICATIONS.
5. UNDISTURBED EARTH
6. TOPSOIL
7. SHREDDED BARK MULCH OR LAWN.

COBBLESTONE DETAIL
NOT TO SCALE
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INSTALLATION NOTES:
1. DIG PLANT POCKET 12" WIDER THAN EDGE OF ROOTBALL.
2. THOROUGHLY COMPACT BOTTOM OF PLANT POCKET.
3. REMOVE PLANT FROM CONTAINER AND EXAMINE ROOTMASS. IF ROOTMASS IS LOOSE, INTEGRATE PLANT ROOTS & POTTING MEDIA WITH PLANTING MIX. IF A ROOTBOUND CONDITIONS EXISTS, DISRUPT THE ROOTMASS BY CUTTING THROUGH BOTTOM HALF OF ROOTMASS. ROTATE ROOTMASS 90° AND CUT AGAIN, FORMING FOUR (4) LOBES. SPREAD THE FOUR LOBES DISRUPTING ROOTMASS AND INTEGRATE PLANT ROOTS & POTTING MEDIA WITH PLANTING MIX. PLACE PLANT IN POCKET SLIGHTLY ABOVE GRADE.
4. BACKFILL PLANT POCKET 1/2 WITH PLANTING MIX CONSISTING OF 50% TOPSOIL & 50% NATIVE SOIL, ASSURING SHRUB IS STRAIGHT.
5. BACK FILL REMAINING 1/2 OF PLANT POCKET WITH PLANTING MIX & COMPACT THOROUGHLY, ASSURING SHRUB IS STILL STRAIGHT.
6. SPREAD 1" OF PLANTING MIX OVER TOP OF CONTAINER ROOTBALL. SLOPE GRADE AWAY FROM SHRUB.
7. IF PLANTED IN NON-IRRIGATED AREAS, FORM A SAUCER WITH SOIL AT OUTSIDE EDGE OF ROOTBALL.
8. SHREDDED BARK MULCH, 3" DEPTH. MULCH TO BE NATURAL IN COLOR. LEAVE 1-2" RING EXPOSED AT BASE OF PLANT.
9. IF NOT PLANTED WITHIN A LANDSCAPE BED, MULCH RINGS TO BE CONSISTENT IN SIZE WITH PLANT TYPE/SIZE THROUGHOUT PROJECT AND SHOULD NOT EXTEND BEYOND PLANT POCKET.

CONTAINER SHRUB PLANTING DETAIL
POT BOUND SHRUBS
NOT TO SCALE
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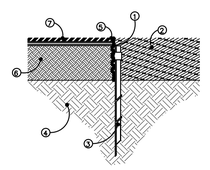

NOTES:
INSTALL PER MANUFACTURER'S SPECIFICATIONS

EDGING TO BE 3/16"X3-1/2" MILL FINISH ALUMINUM EDGING, OR AS SPECIFIED ON PLANS.

EDGING SHOWN IS "CLEANLINE" EDGING AS MANUFACTURED BY PERMALOC.

1. PERMALOC 'CLEANLINE' OR APPROVED EQUAL.
2. BED MEDIA AS SPECIFIED ON PLANS.
3. 12" ALUMINUM STAKE, LOCK INTO PRE FORMED LOOPS ON FACE OF EDGING.
4. UNDISTURBED SOIL.
5. ON TURF SIDE EDGING TO BE A MAXIMUM OF 1/2" ABOVE FINISH GRADE.
6. TOPSOIL / EXISTING SOIL. COMPACT GRADES ADJACENT TO EDGING TO AVOID SETTLING.
7. LAWN / TURF

ALUMINUM EDGING DETAIL
NOT TO SCALE
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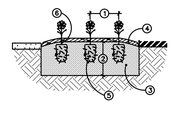

INSTALLATION NOTES:
1. SEE DRAWING FOR PLANT SPACING.
2. EXCAVATE BED TO A MINIMUM 6" DEPTH. BACKFILL WITH PREPARED PLANTING MIX.
3. PLANTING MIX TO CONSIST OF 50% TOPSOIL & 50% LEAF COMPOST.
4. SHREDDED BARK MULCH, 1" DEPTH. MULCH TO BE NATURAL IN COLOR.
5. REMOVE ALL CONTAINERS. IF ROOTBOUND, DISRUPT ROOT PLUG TO LOOSEN ROOT MASS.
6. PLANT THE PERENNIAL OR GROUND COVER PLANT THROUGH THE MULCH INTO THE PLANTING MIX ASSURING THAT PLANTING MIX COVERS ENTIRE ROOT MASS OF PLANT.

PERENNIAL & GROUND COVER PLANTING DETAIL
NOT TO SCALE
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P.O. Box 542
Lake Orion, Michigan 48361-0542
P: 248.802.8082
Landscape Architecture & Gonstuction Construction Management
Site Planning Golf Course Architecture

SHEET TITLE: CONCEPTUAL SITE LANDSCAPE PLAN

ISSUED FOR	DATE
CLIENT REVIEW	08-08-2025
CLIENT REVIEW	08-27-2025

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PROJECT: DUNKIN & JIMMY JOHN'S MARSHALL PLAZA
MARSHALL, MI

CLIENT: RIANA MARSHALL, LLC
219 CLAREMONT DRIVE
NAPERVILLE, IL 60565

DRAWN BY: LKM
DRAWING DATE: 08-06-2025

PROJECT No. 25.107

SHEET No. L-1

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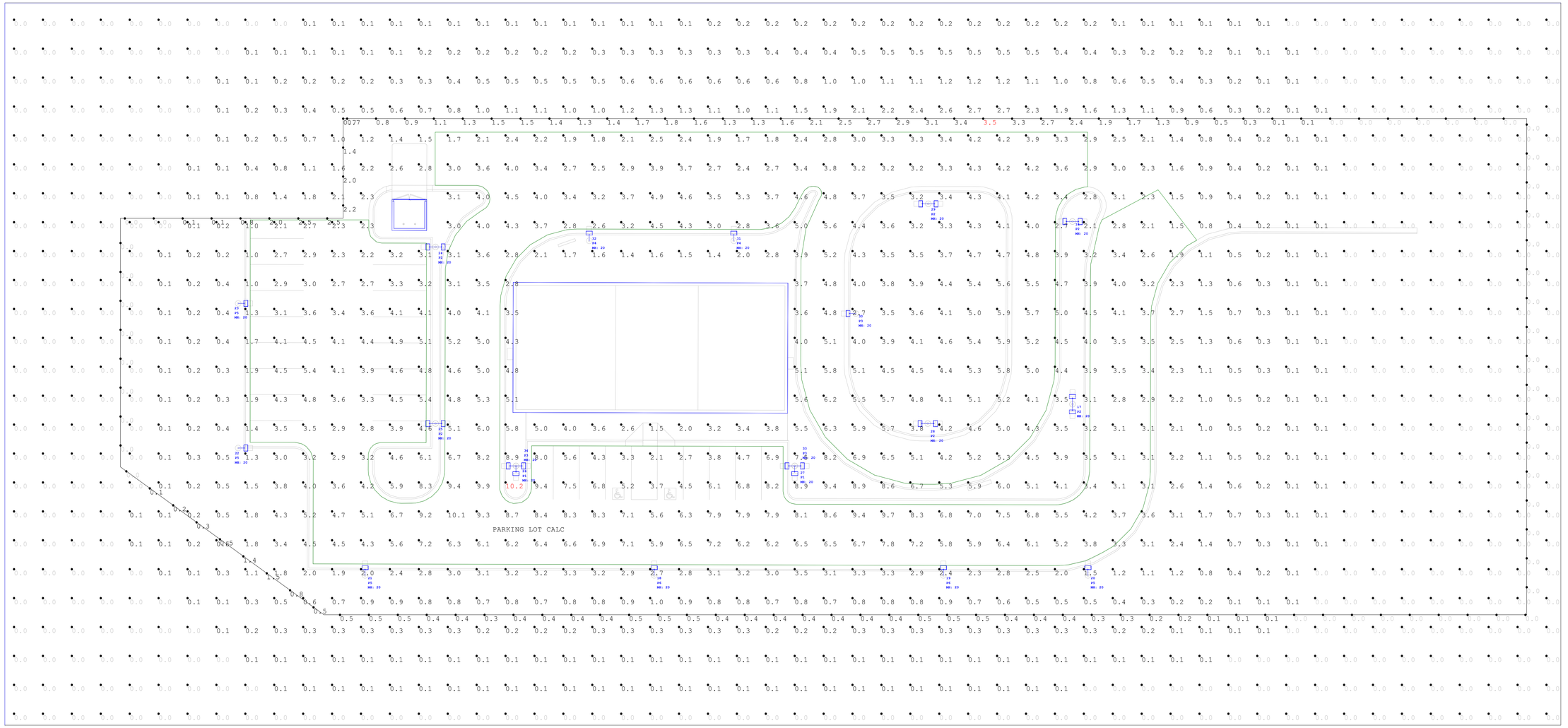

Not to Scale

Calculation Summary							
Label	**CalcType**	**Units**	**Avg**	**Max**	**Min**	**Max/Min**	**Avg/Min**
FULL AREA CALC	Illuminance	Fc	1.53	10.2	0.0	N.A.	N.A.
PROPERTY LINE	Illuminance	Fc	0.69	3.5	0.0	N.A.	N.A.
PARKING LOT CALC	Illuminance	Fc	4.53	10.1	1.5	6.73	3.02

Luminaire Schedule - Part numbers are provided by the manufacturer and are only intended to be used as a reference to output and optics used.								
Symbol	**Qty**	**Tag**	**Manufacturer**	**Description**	**Arrangement**	**Luminaire Lumens**	**Luminaire Watts**	**LLF**
	2	P1	BEACON	VP-1-160L-75-4K7-4F	Back-Back	10262	72.5	0.900
	6	P2	BEACON	VP-1-160L-75-4K7-4W	Back-Back	10070	72.5	0.900
	3	P3	BEACON	VP-1-160L-75-4K7-3	Single	10242	72.5	0.900
	2	P4	BEACON	VP-1-160L-75-4K7-4W	Single	10070	72.5	0.900
	4	P5	BEACON	VP-1-160L-75-4K7-4W-BC	Single	6338	72.5	0.900
	2	P6	BEACON	VP-1-160L-75-4K7-3--BC	Single	7214	72.5	0.900

NOTES
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CALCULATION GRID VALUES 10'-0" O.C.

PARKING LOT DESIGN GUIDE	MAINTAINED HORIZONTAL		MAINTAINED VERTICAL		MAXIMUM	
APPLICATION AND TASK	AVERAGE (FC)	RANGE (FC)	AVERAGE (FC)	RANGE (FC)	AVG:MIN	MAX:MIN
PARKING (UNCOVERED) ZONE 3 (URBAN)	1.5	0.75 - 3	0.8	0.4 - 1.6	4:1	15:1
PARKING (UNCOVERED) ZONE 2 (SUBURBAN)	1	0.5 - 2	0.6	0.3 - 1.2	4:1	15:1
SAFETY (BUILDING EXTERIOR)	1	0.5 - 2	-	-	FOR SECURITY ISSUES, RAISE AVG. TO 3	
SIMPLIFIED RECOMMENDATIONS BASED ON IES 'THE LIGHTING HANDBOOK' 10TH EDITION AND IES RP-20-14. INDIVIDUAL APPLICATIONS WILL DETERMINE SPECIFIC RECOMMENDATIONS. PLEASE REFER TO THE MOST RECENT HANDBOOK FOR A MORE DETAILED EVALUATION AND ADDITIONAL APPLICATIONS. THESE RECOMMENDATIONS DO NOT SUPERCEDE ANY APPLICABLE CODES.						

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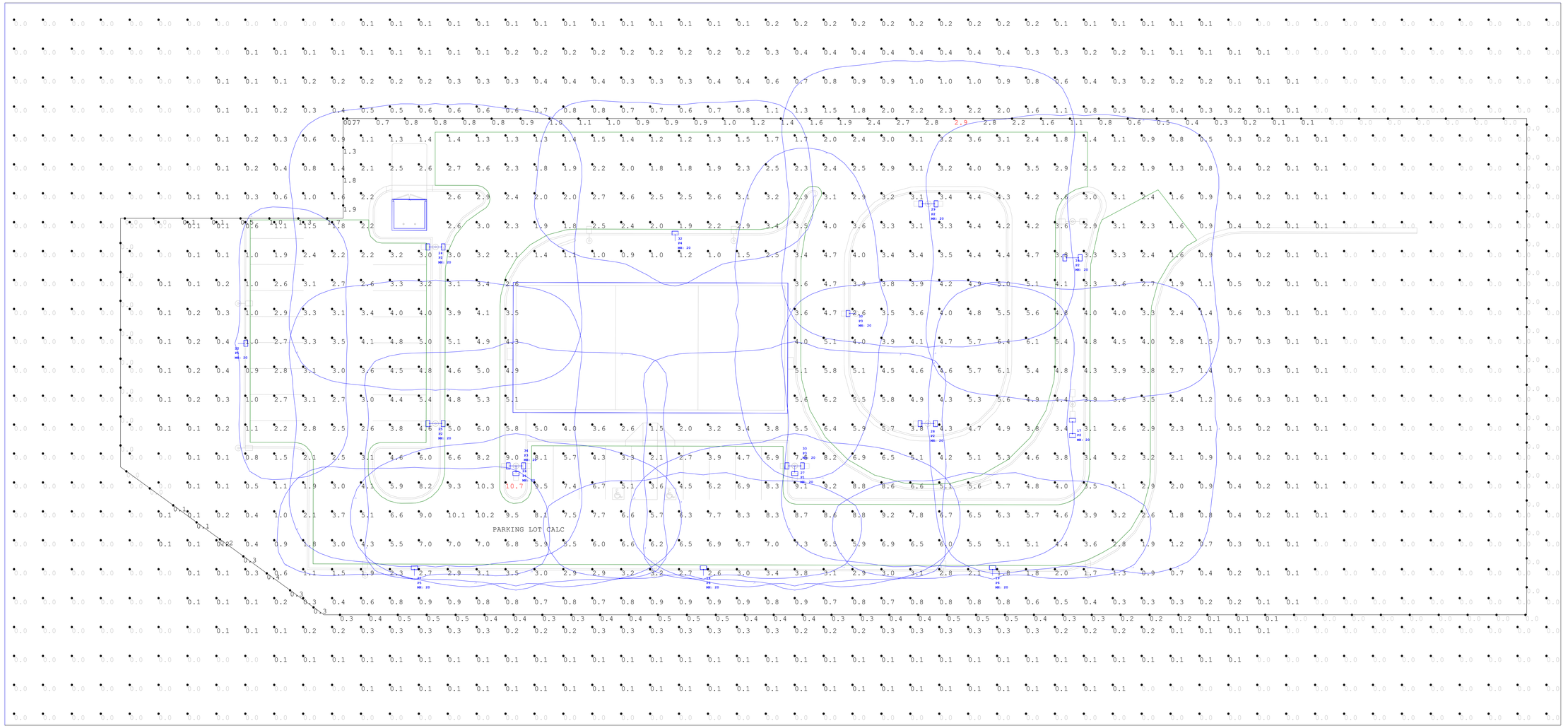
REVISIONS
1
2
3

PROJECT NAME:
15861 W Michigan Ave, Marshall MI

CLIENT NAME:
ARCHAMERICA, Inc.

Date:8/7/2025

Page 1 of 4



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Calculation Summary							
Label	**CalcType**	**Units**	**Avg**	**Max**	**Min**	**Max/Min**	**Avg/Min**
FULL AREA CALC	Illuminance	Fc	1.40	10.7	0.0	N.A.	N.A.
PROPERTY LINE	Illuminance	Fc	0.50	2.9	0.0	N.A.	N.A.
PARKING LOT CALC	Illuminance	Fc	4.21	10.3	1.1	9.36	3.83

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	6	P2	BEACON	VP-1-160L-75-4K7-4W	Back-Back	10070	72.5	0.900
	3	P3	BEACON	VP-1-160L-75-4K7-3	Single	10242	72.5	0.900
	1	P4	BEACON	VP-1-160L-75-4K7-4W	Single	10070	72.5	0.900
	2	P5	BEACON	VP-1-160L-75-4K7-4W-BC	Single	6338	72.5	0.900
	2	P6	BEACON	VP-1-160L-75-4K7-3--BC	Single	7214	72.5	0.900

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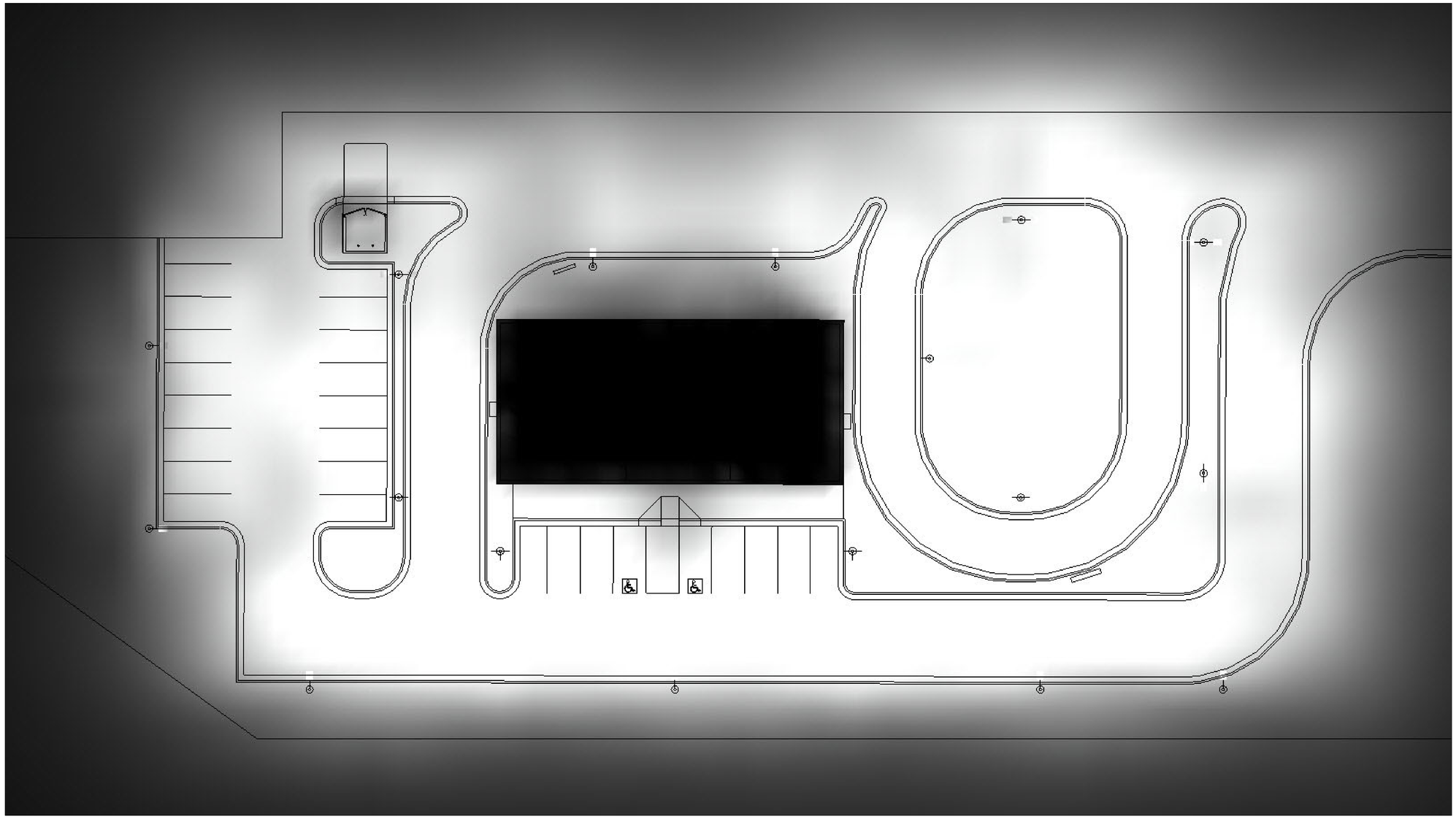
Page 2 of 4



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Calculation Summary							
Label	**CalcType**	**Units**	**Avg**	**Max**	**Min**	**Max/Min**	**Avg/Min**
FULL AREA CALC	Illuminance	Fc	1.40	10.7	0.0	N.A.	N.A.
PROPERTY LINE	Illuminance	Fc	0.50	2.9	0.0	N.A.	N.A.
PARKING LOT CALC	Illuminance	Fc	4.21	10.3	1.1	9.36	3.83

Luminaire Schedule - Part numbers are provided by the manufacturer and are only intended to be used as a reference to output and optics used.								
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	3	P3	BEACON	VP-1-160L-75-4K7-3	Single	10242	72.5	0.900
	1	P4	BEACON	VP-1-160L-75-4K7-4W	Single	10070	72.5	0.900
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SAFETY (BUILDING EXTERIOR)	1	0.5 - 2	-	-	FOR SECURITY ISSUES, RAISE AVG. TO 3	
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PG enlighten

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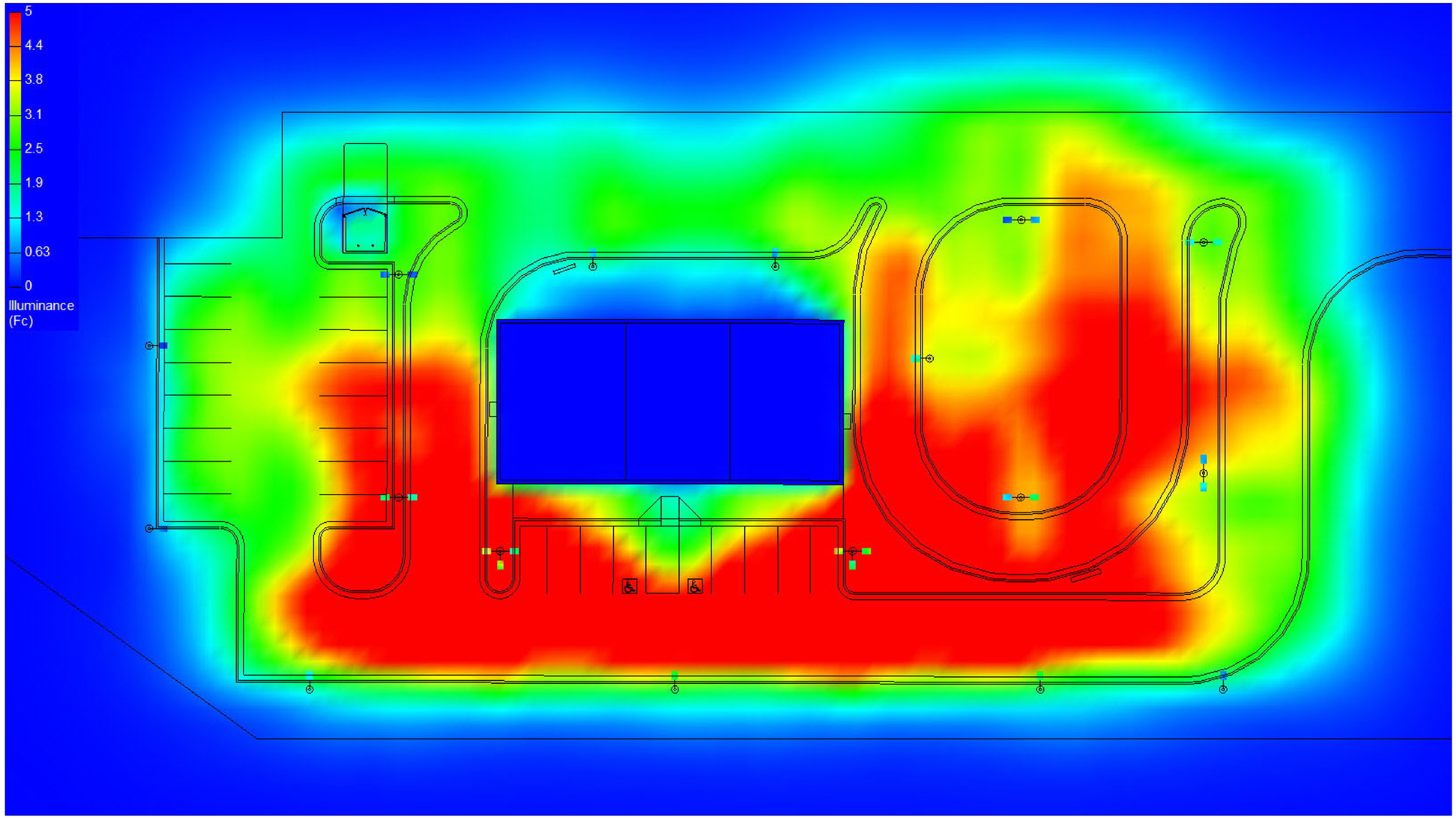

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Calculation Summary							
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	3	P3	BEACON	VP-1-160L-75-4K7-3	Single	10242	72.5	0.900
	1	P4	BEACON	VP-1-160L-75-4K7-4W	Single	10070	72.5	0.900
	2	P5	BEACON	VP-1-160L-75-4K7-4W-BC	Single	6338	72.5	0.900
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PARKING (UNCOVERED) ZONE 2 (SUBURBAN)	1	0.5 - 2	0.6	0.3 - 1.2	4:1	15:1
SAFETY (BUILDING EXTERIOR)	1	0.5 - 2	-	-	FOR SECURITY ISSUES, RAISE AVG. TO 3	
SIMPLIFIED RECOMMENDATIONS BASED ON IES 'THE LIGHTING HANDBOOK' 10TH EDITION AND IES RP-20-14. INDIVIDUAL APPLICATIONS WILL DETERMINE SPECIFIC RECOMMENDATIONS. PLEASE REFER TO THE MOST RECENT HANDBOOK FOR A MORE DETAILED EVALUATION AND ADDITIONAL APPLICATIONS. THESE RECOMMENDATIONS DO NOT SUPERCEDE ANY APPLICABLE CODES.						

PG enlighten

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REVISIONS
1
2
3

PROJECT NAME:
15861 W Michigan Ave, Marshall MI

CLIENT NAME:
ARCHAMERICA, Inc.

Date:8/7/2025

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M-96

15 MILE RD

M-96

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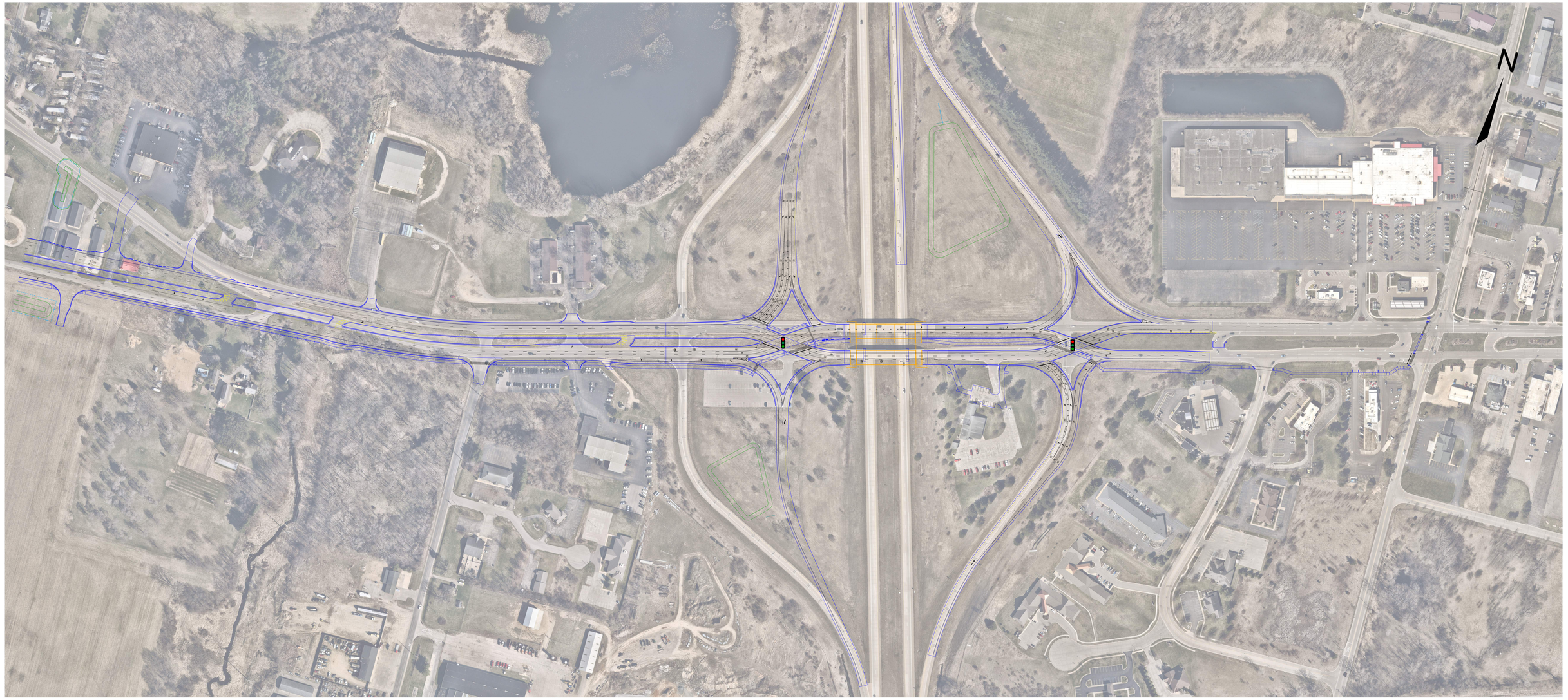
15 MILE RD

I-69

WEST DR

M-96



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AMENDED AND RESTATED DECLARATION OF EASEMENTS AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF EASEMENTS AND RESTRICTIONS (this "**Declaration**") is made effective as of December 13, 2024 (the "**Effective Date**"), by **BR GREAT NORTHERN MALL LLC**, a Delaware limited liability company ("**BR Great**").

A. BR Great is the fee owner of the real property located in the City of Marshall, Calhoun County, Michigan as further described on **Exhibit A** attached hereto (the "**Land**"), and all buildings, parking lots, infrastructure and other appurtenances on the Land are hereinafter referred to as the "**Improvements**"). The Land and the Improvements are hereinafter referred to collectively as the "**Property**". Simultaneously with this Declaration, BR Great is filing an application for land division with respect to the Property, which land division (the "**Subdivision**") will result in the Land being divided into three (3) separation parcels (described as Parcel #1, Parcel #2 and Parcel #3, each a "**Parcel**" or collectively, the "**Parcels**") as shown on the site plan attached hereto **Exhibit B** (the "**Site Plan**"). The owners of the Parcels (whether currently existing or in the future) are hereby referred to as the "**Parcel Owners**".

B. BR Great, as owner of the entire Property, entered into (i) that certain Lease dated August 28, 2024 (as amended, the "**Dollar Tree Lease**"), with Dollar Tree Stores, Inc., a Virginia corporation, as tenant (the "**Dollar Tree Tenant**") with respect to a portion of Parcel #1 as described in the Dollar Tree Lease (the "**Dollar Tree Premises**") and (ii) that certain Lease dated February 15, 2024 (as amended, the "**Tractor Supply Lease**"), with Tractor Supply Co. of Michigan, LLC, a Michigan limited liability company (the "**Tractor Supply Tenant**") with respect to a portion of Parcel #1 as described in the Tractor Supply Lease (the "**Tractor Supply Premises**") and depicted on **Exhibit C** attached hereto (the "**Tractor Supply Site Plan**"). The Dollar Tree Tenant and the Tractor Supply Tenant are hereinafter sometimes referred to as "**Tenant**" or "**Tenants**"; the Dollar Tree Lease and the Tractor Supply Lease are hereinafter referred to as "**Lease** or **Leases**".

C. Parcel #1 is subject to the Dollar Tree Lease and the Tractor Supply Lease as shown on the Site Plan and the Tractor Supply Site Plan.

D. The Property is also subject to that certain Supplemental Reciprocal Easement and Restriction Agreement dated April 30, 2015 and recorded May 20, 2015 in Liber 3970 Page 68 (the "**2015 Supplemental REA**"), as amended by that certain Amendment to Supplemental Reciprocal Easement and Restriction Agreement as disclosed by instrument recorded in Liber 4633, Page 864 (the "**2022 REA Amendment**"), which were entered into confirm the benefits and burdens of the original Declaration of Easement recorded in Liber 1227 Page 976, as amended by

First Modification of Declaration of Easements recorded in Liber 1549, Page 365 and Second Modification of Declaration of Easements recorded in Liber 1559, Page 897, all recorded with the Register of Deed of Calhoun County, Michigan (collectively, the "**REA**"). The Property is referred to in the REA as the "**Kmart Parcel**", and the "**Shopping Center**" as used herein shall have the meaning ascribed to such term in the 2022 REA Amendment.

E. Given the Subdivision, BR Great filed that certain Declaration of Easements and Restrictions effective as of December 13, 2024 and recorded on December 16, 2024 in Liber 4874, Page 0364 with the Register of Deed of Calhoun County, Michigan (the "**Original 2024 Declaration**"), for the benefit of themselves and their successors and assigns in ownership of the Property, to address continuance and maintenance of those certain easements applicable to the Property by virtue of the REA, to create and establish certain easements, agreements, rights and obligations with respect to the Property, as between, and relative to, the Parcels, and to impose certain restrictive covenants on the Property, all as more particularly described in and subject to the terms and conditions of this Declaration.

F. The Site Plan attached as Exhibit B to the Original 2024 Declaration is incorrect, and BR Great desires to amend and restate in its entirety the Original 2024 Declaration in accordance with the terms of this Declaration.

NOW, THEREFORE, in consideration of the terms and conditions that are contained in this Declaration and other good and valuable consideration, the receipt and sufficiency of which is hereby declared as follows:

1. **Recitals; Defined Terms**. The recitals above are true and correct and are hereby incorporated herein. Except as otherwise defined herein, any defined terms in this Declaration shall have the same meaning as in the REA. The use of the term "Shopping Center" is not meant to imply any joint ownership or development of the properties described herein, but relates solely to the contiguity of the land subject to this Declaration and the shared rights, obligations and restrictions as set forth in this Declaration.

2. **Reaffirmation**. This Declaration affirms that the grant of mutual reciprocal and non-exclusive easements, licenses, rights and privileges set forth in the REA with respect to the Property shall continue to apply to each of the Parcels.

3. **Confirmation of TSC Outdoor Display Areas**. BR Great, for itself and its successors and assigns in ownership of the Property, (i) specifically consents to the Tractor Supply Site Plan, (ii) waives and disclaims any and all rights, including but not limited to easement rights, that BR Great and its successors in interest have or may have with respect to those portions of the Shopping Center identified on the Tractor Supply Site Plan as the Permanent Sidewalk Display Area, Permanent Trailer & Equipment Display Area, Propane Location, and Fenced Outdoor Display Area (collectively, the "**TSC Outdoor Display Areas**") and (iii) consents to TSC's display and sale of its products on the TSC Outdoor Display Areas.

4. **Grant of Common Area/Parking Easement**. The entire tract of land that comprises the Property is shown on the Site Plan. The Site Plan designates the location and size

of all buildings constructed, store sizes, parking area, TSC Outdoor Display Areas, and delivery service areas. All that portion of each Parcel or the PBA ("Permitted Build Area" on Parcel #3) that is (i) not dedicated to the exclusive use of any tenant and contains systems (including utilities or mechanical) servicing the Parcels or (ii) not covered by buildings, is comprised of the common area (each a "**Common Area**"). Subject to the terms and provisions of the REA, the Common Area on each Parcel is hereby reserved for the sole and exclusive use of the Parcel Owners and their respective tenants, occupants, employees, agents, partners, contractors, customers, vendors, suppliers, visitors, and licensees (collectively, the "**Permittees**"), and each Parcel Owner hereby grants to the other Parcel Owners (and the other Parcel Owner's Permittees) reciprocal nonexclusive easements for access and parking over the Common Area of such Parcel Owner, including the driveways, sidewalks, service drives, entrances and parking areas as shown on the Site Plan. The Common Area on each Parcel may be used only for vehicular driving, parking and pedestrian traffic and such other purposes as are usual and customary in shopping centers in the metropolitan area in which the Property is located, unless otherwise specifically prohibited in this Declaration. The Common Area on each Parcel shall be maintained as provided for in Section 5 below. The incidental temporary encroachments upon the Common Area on their Parcel may occur as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of Buildings, signs and/or the Common Area, all of which are permitted under this Declaration so long as all activities requiring the use of such equipment are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with use of the improved Common Area or with the normal operation of any business in the Property. No party may modify parking areas in the Common Areas in such a way as to decrease the number of parking spaces required pursuant to the Tractor Supply Lease and/or the Dollar Tree Lease. Notwithstanding any contrary provision contained in this Declaration, no structure shall be built in the Common Area without the prior written consent of the Tractor Supply Tenant, other than within the PBA and subject to the terms and conditions of this Declaration, which area is identified on the Tractor Supply Site Plan.

5. **Party Wall; Roof**.

(a) BR Great hereby establish, create, impress, impose, and grant a perpetual, reciprocal easement, right, license, and privilege in favor of each other for the mutual support, maintenance, repair and inspection of any common wall or party wall (including all fire walls, foundations, footings and underground supports) located on any boundary line between Parcel #1 and Parcel #2 (the "**Party Wall**"). Neither Parcel 1 Owner nor Parcel 2 Owner shall materially alter, change, destroy, remove, or make any structural changes, extensions or modifications to the Party Wall which would jeopardize the structural integrity of the building share such Party Wall without the prior written consent of the other Parcel Owner. In the event either Parcel Owner defaults in its obligation to properly maintain its portion of the building that straddles the Party Wall (the "**Common Building**") and such default causes damage or the imminent threat of damage to the portion of the Common Building owned by the other Parcel Owner, then, subject to any restrictions on access set forth in the Dollar Tree Lease and Tractor Supply Lease, the non-defaulting Parcel Owner shall have the right, but not the obligation, upon the expiration of fifteen (15) days' written notice to the defaulting Parcel Owner to cure such default for the account of and at the expense of the defaulting Parcel Owner provided that the defaulting Parcel Owner has not, prior to the expiration of such 15-day notice period, cured the default or commenced to cure the

default and is diligently continuing such efforts to cure the same. Notwithstanding the foregoing, in the event of emergency conditions constituting a default under this Section 5, the non-defaulting Parcel Owner acting in good faith shall have the right, subject to any restrictions on access set forth in the Dollar Tree Lease and Tractor Supply Lease and the non-defaulting Parcel Owner maintaining the requisite insurance coverage, to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary in the case of an emergency, without advance notice, so long as notice is given as soon as possible thereafter. Any notice to a defaulting Parcel Owner hereunder shall specify with particularity the nature of the default claimed and shall set forth in detail the action which the Parcel Owner giving notice proposes to take. To effectuate any such cure, the non-defaulting Parcel Owner shall have the right to enter upon the Parcel of the defaulting Parcel Owner, subject to the terms of the Dollar Tree Lease and Tractor Supply Lease and the non-defaulting Parcel Owner maintaining the requisite insurance coverage, to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Parcel Owner as the non-defaulting Parcel Owner shall deem reasonably necessary or appropriate.

(b) Neither Parcel 1 Owner nor Parcel 2 Owner shall materially alter, change, destroy, remove, or make any structural changes, extensions or modifications to the roof of the Improvements (the "**Roof**") which would jeopardize the structural integrity of the Roof without the prior written consent of the other Parcel Owner. In the event either Parcel Owner defaults in its obligation to properly maintain its portion of the Roof and such default causes damage or the imminent threat of damage to the portion of the Roof owned by the other Parcel Owner, then, subject to any restrictions on access set forth in the Dollar Tree Lease and Tractor Supply Lease, the non-defaulting Parcel Owner shall have the right, but not the obligation, upon the expiration of fifteen (15) days' written notice to the defaulting Parcel Owner to cure such default for the account of and at the expense of the defaulting Parcel Owner provided that the defaulting Parcel Owner has not, prior to the expiration of such 15-day notice period, cured the default or commenced to cure the default and is diligently continuing such efforts to cure the same. Notwithstanding the foregoing, in the event of emergency conditions constituting a default under this Section 4, the non-defaulting Parcel Owner acting in good faith shall have the right, subject to any restrictions on access set forth in the Dollar Tree Lease and Tractor Supply Lease and the non-defaulting Parcel Owner maintaining the requisite insurance coverage, to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary in the case of an emergency, without advance notice, so long as notice is given as soon as possible thereafter. Any notice to a defaulting Parcel Owner hereunder shall specify with particularity the nature of the default claimed and shall set forth in detail the action which the Parcel Owner giving notice proposes to take. To effectuate any such cure, the non-defaulting Parcel Owner shall have the right to enter upon the Parcel of the defaulting Parcel Owner, subject to the terms of the Dollar Tree Lease and Tractor Supply Lease and the non-defaulting Parcel Owner maintain the requisite insurance coverage, to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Parcel Owner as the non-defaulting Parcel Owner shall deem reasonably necessary or appropriate.

(c) Any and all reasonable, out-of-pocket costs and expenses incurred by a Parcel Owner to cure the default of a defaulting Parcel Owner under this Section 4 shall be assessed against and paid by the defaulting Parcel Owner.

6. **Maintenance of Common Area/Parking.** Each Parcel Owner shall be responsible for the maintenance, repair, and replacement of the Improvements located upon its Parcel at its sole cost and expense. Each Parcel Owner shall maintain, or cause to be maintained, the Improvements located upon its Parcel in a safe and attractive condition and in a good state of repair. The owner of Parcel #1 ("**Parcel 1 Owner**") shall be responsible for the maintenance, repair, and replacement of the Common Areas of the Property and shall maintain, or cause to be maintained such Common Areas in a safe and attractive condition and in a good state of repair. Parcel 1 Owner may engage a third-party manager to satisfy all Common Area maintenance obligations hereunder; provided that if Parcel 1 Owner (or any affiliate thereof) elects to satisfy the Common Area maintenance obligations hereunder, then such arrangement shall be on market, arms-length terms and provisions. The owners of Parcel #2 and Parcel #3 (the "**Other Parcel Owners**") shall reimburse Parcel 1 Owner for its proportionate share of the expenses incurred by Parcel 1 Owner (or its manager) in operating, maintaining, repairing and replacing the Common Areas of the Property (the "**Common Area Expenses**"). The Other Parcel Owners' proportionate share shall be calculated by multiplying the Common Area Expenses by a fraction, the numerator of which is the square foot area of the Common Areas on Parcel #2 or Parcel #3, as applicable, and the denominator of which is the square foot areas of the Property. Commencing on the first day of the month following the Effective Date and the first day of each month thereafter, the Other Parcel Owners shall may payments of its proportionate share of CAM expenses reasonably estimated by Parcel 1 Owner to Parcel 1 Owner in monthly installments, in an amount that represents Parcel 1 Owner's good faith estimate of the Other Parcel Owners' prorata share of Common Area Expenses. Within thirty (30) days after the Effective Date, Parcel 1 Owner shall furnish the Other Parcel Owners with an initial statement setting forth Parcel 1 Owner's good faith estimate of each of the Other Parcel Owner's proportionate share of Common Area Expenses. Within ninety (90) days after the expiration of the first calendar year from the Effective Date, Parcel 1 Owner shall furnish each Other Parcel Owner a statement (the "**CAM Statement**"), and supporting documentation reasonably satisfactory to such Other Parcel Owner, setting forth such Other Parcel Owner's share of the actual Common Area Expense for the calendar year just ended. If any Other Parcel Owner's prorata share exceeds the payments made by such Other Parcel Owner, then such Other Parcel Owner shall pay to Parcel 1 Owner the deficiency within thirty (30) days after receipt of the CAM Statement. If any Other Parcel Owner's payments made during the calendar year exceeds such Other Parcel Owner's prorata share of Common Area Expenses, then Parcel 1 Owner shall refund to such Other Parcel Owner the amount of the overpayment along with the issuance of the CAM Statement. Commencing on the first anniversary of the Effective Date, and continuing annually thereafter, such Other Parcel Owner's monthly payment shall be adjusted to equal 1/12th of BR Great's prorata share of actual Common Area Expenses for the immediately preceding calendar year with an increase reasonably calculated by Parcel 1 Owner.

Common Area maintenance obligations shall include:

(a) Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary, to maintain clearly visible parking stall and traffic control lines;

(b) Removing of all papers, debris, filth, refuse, ice and snow, including periodic

vacuuming and broom sweeping to the extent necessary to keep the Common Area in a first class, clean and orderly condition (snow shall be plowed as soon as a two inch accumulation occurs and re-plowed as necessary to maintain less than a two inch accumulation at all times; upon cessation of the snowfall, the Common Area shall be plowed to the paved surface);

(c) Placing, painting, maintaining, repairing, replacing and repainting, as and when necessary, all directional signs, markers, striping and pedestrian crossings upon or within the Common Area;

(d) Maintaining, repairing and replacing, when necessary, pylon signage (but not panels), traffic directional signs, markers and lines, and all informational signs such as "Handicapped Parking", in good repair and condition;

(e) Operating, maintaining, repairing and replacing, when necessary, such artificial lighting facilities as shall be reasonably required, including, but not limited to, poles, pole bases, wiring, lamps, ballasts, lenses, photocells, time clocks, and contacts. Each Parcel Owner shall maintain and provide electricity to all lighting fixtures attached to its respective Building(s) at its sole cost and expense;

(f) Maintaining and watering all landscaped areas; maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; replacing shrubs and other landscaping as necessary;

(g) Maintaining, repairing and replacing, when necessary, all Common Area walls excluding the Party Wall;

(h) Maintaining, repairing and replacing, when necessary, all Common Area storm drains, sewers, lift stations and other utility lines not dedicated to the public or conveyed to any public or private utility which are necessary for the operation of the Improvements located on the Property;

(i) Performing itself or contracting with a competent third party or parties to perform any of the services described herein;

(j) Providing adequate security in Parcel 1 Owner's reasonable discretion;

(k) Maintaining commercial general liability insurance as set forth in Section 6 hereof;

(l) To the extent not maintained pursuant to the REA, maintaining, repairing and replacing, all storm drains, sewers, lift stations and other utility lines not dedicated to the public or conveyed to any public or private utility that are necessary for the buildings and improvements located on the Parcels; and

(m) Keeping the Common Area and all common utility lines free from any obstructions including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this Declaration.

7. **Insurance**. BR Great hereby acknowledges that the provisions regarding insurance set forth in Article V of the 2015 Supplemental REA remain in full force and effect (the "**REA Insurance Requirements**"). In addition to the REA Insurance Requirements, each Parcel owner's commercial general liability insurance shall have a limit of not less than $4,000,000, so long as Tractor Supply Tenant and Dollar Tree Tenant, or their subsidiaries, affiliates, successors and assigns, lease any portion of the Property, Tractor Supply Tenant and Dollar Tree Tenant, or their subsidiaries, affiliates, successors and assigns shall be named as additional insured on the insurance policies maintained by the Parcel Owners with respect to the Property.

8. **Restrictive Covenants Applicable to the Property for the Benefit of Tractor Supply Tenant.** So long as Tractor Supply Tenant, its subsidiaries, affiliates, successors and assigns, shall lease or control any portion of the Property, the following restrictions shall apply to the Property:

(a) no part of the Property, except for the Tractor Supply Premises, shall be sold, leased, rented, occupied, or otherwise transferred or conveyed for the purpose of selling or offering for sale those items which support a farm/ranch/rural/do-it-yourself lifestyle including: (a) tractor and equipment repair and maintenance supplies; (b) farm fencing; (c) livestock gates; (d) livestock feeding systems; (e) animal and pet feed and health/maintenance products for pets or livestock (including but not limited to: dog, cat, bird, horse, cattle, goat, pig, fowl, rabbits, equine and livestock); (f) western wear and boots; (g) outdoor work wear (similar to and specifically including Carhartt products) and boots; (h) horse and rider tack and equipment; (i) bird feed, housing and related products; (j) lawn and garden goods and equipment (including but not limited to, live plants, shrubs, flowers and trees, push/riding mowers, mow-n-vacs, garden carts and gardening tools, snow blowers, chippers and shredders, wheel barrows, and log splitters); (k) hardware; (l) power tools; (m) welders and welding supplies; (n) open and closed trailers; (o) 3-point equipment; (p) truck and trailer accessories (including truck tool boxes, and trailer hitches and connections); (q) hay and forage; (r) bulk propane and welding gas; (s) pedal boats and motorized vehicles (including tractors, ATVs, mini-bikes, dirt bikes, scooters and UTVs); (t) pet grooming and washing services; and (u) a pet veterinary care clinic (collectively, the "**Restricted Products**"). This use restriction further prohibits the use of the Property, except for the Tractor Supply Premises, as a fulfillment center for selling, offering for sale, receiving, storing, retrieving or distributing Restricted Products ordered, purchased or sold through intra-store sales or online, catalog, or digitally-generated means, and such prohibition includes, without limitation, the use of lockers, lock-boxes and other systems associated with any "buy-online-pick-up-in-store," "click and collect" or similar concept (the "**Online Retail Restriction**"). Nothing contained in this Declaration shall prevent any tenant, subtenant, licensee or other occupant of all or any portion of the Property from selling Restricted Products as an incidental part of its other and principal business so long as the total number of square feet devoted by such tenant, subtenant, licensee or occupant to the display for sale of Restricted Products does not exceed ten percent (10%) of the total number of square feet of space used for merchandise display by such tenant, subtenant, licensee or occupant (including one-half (1/2) of the aisle space adjacent to any display area) (the "**De Minimis Sales Exception**"); provided however, the De Minimis Sales Exception shall not apply to, or in any way provide relief from, the absolute prohibition of the Online Retail Restriction relative to Restricted Products. Further, this covenant shall not apply to any business operated by Tractor Supply Tenant, or any affiliate of Tractor Supply Tenant.

(b) no part of the Property shall be used for the purpose of: (i) livestock slaughter or feeding, (ii) fireworks or explosives storage, distribution or manufacture, (iii) any use which would require a license from the Nuclear Regulatory Commission, (iv) biological or hazardous waste incineration, (v) scrap material accumulation, storage or sales, (vi) smelting, (vii) a rendering plant, (viii) the principal use being the manufacture, distribution, storage, treatment, incineration or disposal of chemicals, petroleum products, solvents, hazardous waste or other Hazardous Materials, (ix) a cement or asphalt plant, (x) a crematorium, (xi) a dry cleaning plant or central laundry facility, (xii) the manufacture, storage, distribution, production, sale of or any use involving pornographic materials or items, (xiii) any establishment providing adult entertainment, including without limitation nude, topless or partially-clad dancing, (xiv) a night club or dance hall, (xv) place of religious worship or movie theatre, or (xvi) any use that is illegal pursuant to applicable laws. As used herein, the term "Hazardous Materials" shall mean each and every element, substance, compound, chemical mixture, contaminant, pollutant, material, or waste that is defined as, determined to be, or identified as hazardous, toxic or presenting a risk to human health or the environment under any applicable federal, state or local law, statute, regulation, rule or ordinance or any judicial or administrative decree or decision. In addition to and without limiting the generality of the foregoing, "Hazardous Materials" shall also include petroleum or petroleum products and by-products, asbestos-containing materials, lead-based paint as such term is defined in 15 U.S.C. Section 2681(9), lead-containing paint as such term is defined in 13 C.F.R. Section 1303.2, mold, regulated refrigerants, greenhouse gases, radon and polychlorinated biphenyls (PCBs).

(c) the following uses shall be permitted in the Property only if the front entrance of the business for such use is located more than seventy-five feet (75') from Tractor Supply Tenant's front entrance: call center, education/training center, restaurant (except as expressly set forth below), cafeteria, health club, fitness center, bowling alley, pool hall, skating rink, school, a manufacturing facility or game room whose front entrance shall be a minimum of 75 feet from the Tractor Supply Tenant's front entrance. Nothing herein shall restrict a restaurant use, provided that such restaurant (i) is within a building wholly located within the permissible building area depicted on the Tractor Supply Site Plan as "PBA" and (ii) does not exceed 10,000 square feet in a one-level building. Notwithstanding any contrary provision contained in this Declaration, any building constructed on the PBA must park to code without variance.

(d) No Parcel Owner shall allow any parking whatsoever of any transport trucks on the Common Area, except for parking related to deliveries to tenants of the Property, and each Parcel Owner shall take all commercially reasonable actions necessary to prevent and remove any such transport truck parking.

(e) during any construction of any part of the Property, as well as during any subsequent maintenance, repair, restoration, rebuilding, reconstruction or replacement thereof:

(i) all construction shall be conducted expeditiously and in such a manner as to not adversely affect the business operations conducted on, or the visibility of, the portions of the Property not under construction;

(ii) all construction materials, equipment and parking shall be kept neat so as to not interfere with the business operations on the Property and all staging of construction materials and equipment and all construction parking shall be kept on the parcel under construction;

(iii) a separate construction entrance, to the extent feasible, shall be utilized for any construction on each parcel;

(iv) drive aisles and access areas serving the Property shall not be impeded or blocked at any time;

(v) Commercially reasonable efforts shall be taken to minimize any business interruption to Tractor Supply Tenant's business operations, including utility services, to assure that the interruption would be scheduled, where possible, after Tractor Supply Tenant's normal business hours, and if not able to be after business hours, to assure that Tractor Supply Tenant is advised in advance of the potential interruption of utility service;

(vi) If there is a potential impact to or interruption of Tractor Supply Tenant's power supply for operation of the business as a result of any work in the Property, the party causing such impact or interruption will provide, without cost and expense to Tractor Supply Tenant, a generator as needed to provide power for Tractor Supply Tenant's critical business operations during the power outage;

(vii) Any damage caused to the Tractor Supply Premises arising from the development of the Property shall be promptly repaired by the party causing such damage (the "**Responsible Party**"). If the damage is not promptly and completely repaired to Tractor Supply Tenant's reasonable satisfaction, Tractor Supply Tenant shall have the right to repair such damage at the cost and expense of the Responsible Party;

(viii) Tractor Supply Tenant and its store manager will be given at least ten (10) days prior notice of the commencement of any construction work on the Property; and

(ix) Tractor Supply Tenant and its store manager will be provided with the contact name and number for the onsite construction supervisor for the construction of any building or other improvements in the Property.

(e) No Parcel Owner shall permit or consent to any changes to the entrances, easements, passways, curb cuts or delivery lanes on or benefitting the Property or the Tractor Supply Premises, including the driveways, without the prior written consent of Tractor Supply Tenant.

9. Restrictive Covenants Applicable to the Property for the Benefit of Dollar Tree. So long as Dollar Tree Tenant, its subsidiaries, affiliates, successors and assigns, shall lease any portion of the Property, the following restrictions shall apply to the Property:

(a) no part of the Property except for the Dollar Tree Premises shall be occupied for the operation of a single price point variety retail store or any other retail store the Principal

Business of which is the operation of a single price point variety retail store. A business is a "Principal Business" if the merchandise or categories of merchandise in question are sold in the aggregate in twenty-five percent (25%) or more of the sales floor area of the premises (including one-half [1/2] of the adjacent aisle space). Further, no occupant of the Property other than Dollar Tree Tenant shall operate their premises for any of the following uses without the prior written consent of Dollar Tree Tenant, which consent may be withheld by Dollar Tree Tenant in its sole and absolute discretion: Variety retail operations with the word "Dollar" or any derivation, abbreviation, slang, symbol or combination thereof (or their respective equivalents in any other language) in their trade name, including by way of example Dollar General, 99 Cents Only, and their Affiliates operating for the same type of use; or Big Lots; or Party City and Halloween City; or Popshelf and its Affiliates operating for the same type of use; or any of the following: A flea market or a pawn shop; A bar, pub, nightclub, music hall or disco in which less than 50% of the space or 50% of the revenue is devoted to and derived from food service; A bowling alley, billiard, pool or bingo parlor; An arcade, pinball or computer game room (provided that retail facilities which are otherwise not prohibited or restricted may operate no more than six (6) such electronic games incident to their primary business); A training or educational facility (including, without limitation, a beauty school, barber college, reading room, driving school, or other facility catering primarily to students or trainees rather than customers); A massage parlor (which shall not be construed to mean a business of the type commonly referred to as a "day spa"); A funeral home; A gymnasium, sport or health club; A facility for the sale of paraphernalia for use with illicit drugs; A retail store, dispensary, or any other facility where marijuana products are grown, manufactured, or distributed; A facility for the sale or display of pornographic material; A lingerie bar, "go-go" bar or other similar establishment; A laundromat; An off-track betting parlor; A carnival, amusement park or circus; A gas station, car wash or auto repair or body shop; A facility for the sale of new or used motor vehicles, motorcycles, trailers or mobile homes; A skating rink; A banquet hall, auditorium or other place of public assembly; A hotel or residential facility; A theater of any kind; Any use that creates reasonably objectionable or obnoxious odors; or Other non-retail uses except for office or storage facilities incidental to a primary retail operation. Notwithstanding the foregoing, the use restrictions set forth in this Section 8 (collectively, the "**Dollar Tree Use Protections**") shall not apply to any current occupant or tenant of the Property who is operating under their current use clause or trade name as of the date of the Dollar Tree Lease; provided, however, in the event a Parcel Owner's consent is required for a change in permitted use or trade name or a Parcel Owner has the ability to challenge a change of permitted use or trade name, then such Parcel Owner shall not consent to a change of any tenant's use or trade name which would result in a violation of the Dollar Tree Use Protections and the Parcel Owners shall enforce the Dollar Tree Use Protections so that no violations occur. As used in this Section 8, the term "Affiliates" shall mean, with regard to any person, their (i) direct and indirect parent companies and their direct and indirect subsidiaries and related and affiliated companies, including without limitation all companies directly or indirectly controlled by, or under common control with, their parent companies, (ii) officers, directors, employees, agents, and legal representatives, and (iii) shareholders, members, constituent partners and beneficial owners, provided that with regard to any person whose equity interests are traded on a recognized public exchange, the holders of such equity interests shall not be considered Affiliates solely by virtue of such ownership interests. In the case of an individual, an Affiliate shall be any entity in which such individual owns twenty percent (20%) or more of the equity interests or otherwise owns or holds the power to control.

(b) As of the Delivery Date (as defined in the Dollar Tree Lease) and continuing throughout the Lease Term, there is and will be both (i) paved tractor-trailer access to and from within five feet (5') of the rear service door of the Dollar Tree Premises sufficient to support Dollar Tree Tenant's WB-67 tractor-trailer delivery, and (ii) dumpster-truck ingress to and egress from the proposed location of Dollar Tree Tenant's dumpster, both as shown on the Site Plan. Such access, as depicted on the Site Plan, will not be altered or impaired at any time and no action shall be taken which would deprive Dollar Tree Tenant's WB-67 tractor-trailers or dumpster-trucks of such continued ingress and egress. Further, the Site Plan shall not be modified so as to limit or restrict customer access to the Dollar Tree Premises or otherwise limit or interfere with Dollar Tree Tenant's ability to receive deliveries and trash pickup and customers' abilities to access the Dollar Tree Premises. Notwithstanding the foregoing, Dollar Tree Tenant acknowledges that the Common Areas of the Property may be modified or altered in connection with construction or alterations for the outlot proposed to be constructed on Parcel #3 of the BR Great Parcels and other ordinary tenant buildout work and repairs to be performed to vacant premises in the Property; provided, however, in no event will such changes impair reasonable access to the Dollar Tree Premises, the reasonable visibility of the Dollar Tree Premises, or the ability of Dollar Tree Tenant's delivery trucks to deliver to the Dollar Tree Premises in the area shown on the Site Plan.

(c) No Parcel Owner shall construct or allow any permanent or temporary improvements or obstructions to be built, placed or remain in Dollar Tree Tenant's "No Build Area" as shown on the Site Plan, including, without limitation, any temporary or permanent improvements which would reduce the number of parking spaces within the No Build Area or impair the visibility of the Dollar Tree Premises. Without limiting the foregoing, no Parcel Owner shall allow promotional events, promotional tractor-trailers, tent sales or other similar events in the No Build Area.

(d) During any period that a Parcel Owner is performing alterations to the exterior of the Property, such Parcel Owner will take reasonable safety precautions to protect Dollar Tree Tenant's customers and employees while they access the Common Areas. Except for construction or alterations in connection with Parcel #3 of the BR Great Parcels and other ordinary tenant buildout work and repairs to be performed to vacant premises in the Property, there shall be no construction or alterations to any exterior portion of a Parcel, including the Common Areas, during the months of October, November or December without the prior written consent of Dollar Tree Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in the event of an emergency affecting the health, safety or welfare of employees or customers of the Property or the potential closure of the Property, the Parcel Owners shall be entitled to perform such construction as is necessary to remove the emergency and the remainder of any required construction shall be completed after December and before October of any year.

(e) No Parcel Owner shall not perform construction or alterations in the Property which would have a material and adverse impact on (i) Dollar Tree Tenant's operation within the Dollar Tree Premises, (ii) customer or employee access to the Dollar Tree Premises or to the Common Areas in front of and adjacent to the Dollar Tree Premises, or (iii) the visibility of the Dollar Tree Premises from the Common Areas or main public streets providing access to the Property, without

the prior written consent of Dollar Tree Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Dollar Tree Tenant acknowledges that the Parcel Owners may be required to alter or modify the Common Areas of the Property in connection with construction or alterations for the outlot proposed to be constructed on Parcel #3 of the BR Parcels and other ordinary tenant buildout work and repairs to be performed by the Parcel Owners to vacant premises in the Property; provided, however, in no event will such changes impair reasonable access to the Dollar Tree Premises, the reasonable visibility of the Dollar Tree Premises, or the ability of Dollar Tree Tenant's delivery trucks to deliver to the Dollar Tree Premises in the area shown on the Site Plan. No Parcel Owner may close all or any portion of the Common Areas during the months of October, November or December.

(f) In the event a Parcel Owner performs maintenance or undertakes alterations or renovations of any area of the Property where Dollar Tree Tenant's signs are located, the owner of such Parcel shall be obligated, at such Parcel Owner's sole cost and expense, to store, protect, repair or replace, if necessary, any of Dollar Tree Tenant's signs or sign areas which are damaged or required to be repaired or altered as a result of such Parcel Owner's work.

10. Remedies. In the event that any owner of all or any portion of the Property shall fail to perform its obligations under this Declaration, any non-defaulting owner of all or any portion of the Property may notify the defaulting party and shall specify the breach. If such failure or breach is not cured within twenty (20) days after receipt of such notice, then such non-defaulting party shall have the right to cure the failure or breach, and recover all actual and reasonable costs and expenses related thereto from the defaulting party. Notwithstanding the foregoing, in the event that the failure or breach creates an imminent danger of damage to persons or properties, or jeopardizes access to any portion of the Property, no notice shall be required prior to the non-defaulting party commencing such work or commencing a cure. Any monetary amounts due and payable to the non-defaulting party pursuant to this Declaration shall be paid within twenty (20) days from the date the defaulting party is notified of the amounts due. It is expressly agreed that no breach of this Declaration shall entitle any party hereto, to cancel, rescind or otherwise terminate this Declaration. Such limitation, however, shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of such breach.

11. Lien Rights. Any claim for reimbursement and all costs and expenses, including reasonable attorneys' fees awarded to a non-defaulting Parcel Owner in enforcing any payment in any suit or proceeding under this Declaration, shall be assessed against the defaulting Parcel Owner in favor of the non-defaulting Parcel Owner and shall constitute a lien (the "**Assessment Lien**") against the defaulting Parcel Owner's Parcel until paid, effective upon the recording of a notice of lien in the land title records for Calhoun County, Michigan; provided, however, that (i) no such Assessment Lien shall be filed if the defaulting Parcel Owner has notified the non-defaulting Parcel Owner in writing that it disputes, in good faith, the amount of any claim for reimbursement; and (ii) any such Assessment Lien shall be subject and subordinate to (a) any mortgage granted on such Parcel to a bona fide non-affiliated third party lender, (b) liens for taxes and other public charges which by applicable law are expressly made superior, and (c) all mortgages and other liens on any Parcel or Parcels recorded in the land title records of Calhoun County, Michigan prior to the date of recordation of an Assessment Lien. All other liens recorded on any Parcel or Parcels subsequent to the recordation of the notice of lien described herein shall be junior and subordinate

to the Assessment Lien. Upon the timely curing by the defaulting Parcel Owner of any default for which a notice of lien was recorded, the non-defaulting Parcel Owner that recorded the Assessment Lien shall record an appropriate release of such notice of lien and Assessment Lien.

12. Indemnification. Each Parcel Owner shall indemnify and hold harmless the other Parcel Owner from and against any and all actual loss, actual damage, claim, cause of action, liability, and out of-pocket cost and expense (including, but not limited to, reasonable attorneys' fees and court costs), but only to the extent resulting from or in any way related to (i) the use by such indemnifying Parcel Owner of any easement created hereby and located on the indemnified Parcel Owner's Parcel, or (ii) the acts or omissions of such indemnifying Parcel Owner in exercising its rights and/or performing its obligations under this Declaration.

13. Casualty. In the event that any building or buildings within the Property shall be damaged or destroyed (partially or totally) by fire, the elements, or any other casualty, the owner of the Parcel shall, at its expense, promptly and with due diligence, repair, rebuild, and restore the same as nearly as practicable to the condition existing just prior to such damage or destruction.

14. Condemnation. In the event of any condemnation of any part of the Property, the owner of the Parcel shall, at its expense, promptly and with due diligence, repair, rebuild, and restore the same as nearly as practicable to the condition existing just prior to such condemnation.

15. Signage. Pursuant to the REA, Parcel 1 Owner is responsible for maintaining the Pylon Sign (as defined in the REA). Parcel 1 Owner has the right to install a panel on both sides of the Pylon Sign in the first and second positions on such Pylon Sign. The owner of Parcel #3 shall have the right to install a panel on both sides of the Pylon Sign in the third and fourth (if applicable) position on such Pylon Sign.

16. Notices. All notices delivered regarding this Declaration shall be given and deemed to have been properly served if delivered in writing personally, by certified mail, by a nationally recognized overnight courier providing signed proof of delivery, or via electronic mail (subject to the conditions below) addressed as follows:

BR Great:
c/o B. Riley Principal Investments RE, LLC
875 N. Michigan Avenue, Suite 3900
Chicago, Illinois 60611
Attn: Michael Jerbich
E-mail: mjerbich@brileyfin.com
With a Copy to:

ArentFox Schiff LLP
1301 Avenue of the Americas, 42nd Floor
New York, New York 10019
Attn: Stefanie M. Graham, Esq.
E-mail: stefanie.graham@afslaw.com

Anticipated Parcel 1 Owner:

c/o Agree Central, LLC
Attn: Danielle M. Spehar, Esq.
32301 Woodward Avenue
Royal Oak, Michigan 48073
E-mail: dspehar@agreerealty.com

With a Copy To:

Honigman LLP
Attn: Lowell D. Salesin, Esq.
39400 Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304
E-mail: lsalesin@honigman.com

In addition, for so long as Tractor Supply Tenant holds any interest in any portion of the Property, copies of all notices shall be provided to:

Lease Administration Department
Tractor Supply Company
5401 Virginia Way
Brentwood, TN 37027
Facsimile: (615) 440-4132
Telephone: (615) 440-4000
Email: TSC_Notices@tractorsupply.com

In addition, for so long as Dollar Tree Tenant holds any interest in any portion of the Property, copies of all notices shall be provided to:

Dollar Tree Stores, Inc.
Attn: Lease Administration Department
500 Volvo Parkway
Chesapeake, Virginia 23320
Reference: Store #2088

With a Copy To:

Fox Rothschild LLP
Attn: Scott R. Kipnis, Esq.
101 Park Avenue, 17th Floor
New York, New York 10178
E-mail: SKipnis@foxrothschild.com

Email. Notices and documents required under this Declaration may be given via electronic mail, provided electronic mail shall not be deemed received unless acceptance of such

notice is acknowledged by the recipient. Each Parcel Owner and all successors in interest shall have an affirmative duty to acknowledge receipt of a notice transmitted by electronic mail.

17. Miscellaneous.

(a) Runs with the Land. The Property shall be held, sold and conveyed together with and subject to the terms and conditions of this Declaration.

(b) Constructive Notice and Acceptance. Every person or legal entity who or which will hereafter own or acquire any right, title, interest or estate in or to any portion of the Property, whether or not such interest is reflected upon the public records of Marshall, Michigan, will be conclusively deemed to have consented and agreed to each and every term and condition contained herein, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person or legal entity will have acquired such right, title, interest or estate in the Property or any portion thereof.

(c) Effect of Invalidation. If any particular provision of this Declaration is held to be invalid by any court, the validity of such provision will not affect the validity of the remaining provisions hereof.

(d) Applicable Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Michigan.

(e) No Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to or for the general public or for any public use or purpose whatsoever, it being the intention of BR Great that the Parcel Owners and their successors and assigns in ownership of the Property that this Declaration shall be strictly limited to and for the purposes herein expressed, solely for the benefit of the Parcel Owners and their successors and assigns in ownership of the Property. Nothing contained in this Declaration, expressed or implied, shall confer upon any person, other than the Parcel Owners and their successors and assigns in ownership of the Property any rights or remedies under or by reason of this Declaration.

(f) Merger. In the event any party shall now or hereafter own, acquire or otherwise take title to the entirety of the Property, the Declaration shall survive and shall not be terminated or defeated by any doctrine of merger.

(g) Amendment. The Declaration may be amended, modified or terminated only in a writing executed and acknowledged by the respective owners of the Property at the time of such amendment, modification or termination, and only with the prior written consent of (i) Tractor Supply Tenant so long as Tractor Supply Tenant, its subsidiaries, affiliates, successors and assigns, shall lease any portion of the Property and/or (ii) Dollar Tree Tenant so long as Dollar Tree Tenant its subsidiaries, affiliates, successors and assigns, shall lease any portion of the Property.

(h) Limitation of Liability. Notwithstanding any other provision of this Declaration, no Parcel Owner nor any officer, member, director, agent, partner, trustee,

beneficiary, or employee thereof shall be liable in an individual or personal capacity for the performance or nonperformance of any agreement, covenant, or obligation of a Parcel Owner contained herein, and a Parcel Owner's liability shall be limited to such Parcel Owner's interest in the Parcel owned by such party in its then current condition, and in the profits, issues, and proceeds therefrom.

(i) Discharge of Rights and Duties Upon Transfer. In the event of an assignment, transfer, or conveyance of the whole of the interest of any person in and to any parcel in which such person has an interest, without retaining any beneficial interest other than under the terms of a deed of trust or mortgage, without simultaneously acquiring a new interest on such parcel by way of leasehold, life estate, or other possessory interest, then the powers, rights, and interest conferred on such person will be deemed assigned, transferred, or conveyed to such transferee, assignee, or grantee; the obligations will be deemed assumed by such transferee, assignee, or grantee with interest so acquired; and the duties, obligations, and rights of the person so transferring the interest shall be discharged.

(j) Duration. Each easement, covenant, and restriction contained herein shall continue in full force and effect unless terminated by all Parcel Owners, but in no event prior to the expiration or earlier termination of the Dollar Tree Lease and/or the Tractor Supply Lease; provided, however, that if applicable law prohibits the effectiveness of this Declaration in perpetuity, then this Declaration shall continue in full force and effect until the date that is one day prior to the latest permitted date of effectiveness under applicable law.

(k) Estoppel Certificates. Any Parcel Owner may, at any time and from time to time, deliver written notice to the other Parcel Owners requesting such Parcel Owners to execute estoppel certificates certifying that to the best knowledge of the other Parcel Owners, (i) the requesting Parcel Owner is not in default in the performance of its obligations under this Declaration, or if a default is alleged, specifically describing the nature and amount thereof, and (ii) confirming that this Declaration has not been amended (or, if so, identifying the amendments), and confirming this Declaration is in full force and effect. Each Parcel Owner shall execute and return such a certificate within thirty (30) days after receipt of a request therefor.

(l) Captions and Headings. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

[EXECUTION ON FOLLOWING PAGES]

BR GREAT NORTHERN MALL, LLC,
a Delaware limited liability company

By: _____

Print Name: Al Lieberman

Its: _____

STATE OF Illinois)
)
COUNTY OF LAKE)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Al Lieberman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her/himself to be the Principal of BR Great Northern Mall LLC a Limited Liability Corp (corporation, partnership, limited liability company), and that (s)he executed the foregoing instrument for the purposes therein contained, by signing the name of the Al Lieberman by her/himself as Principal.

In Witness Whereof, I hereunto set my hand and official seal this 23 day of December, 2024.

_____

Official Seal
JEROME ALBERT KAHN
Notary Public, State of Illinois
Commission No. 987579
My Commission Expires February 27, 2028

NOTARY PUBLIC: Jerome Kahn
My Commission Expires: 02/27/2028

EXHIBIT A

(Legal Description of the Land and each Parcel)

The Land:

Land in the City of Marshall, Calhoun County, MI, described as follows:

A parcel of land in the Northeast 1/4 of Section 27, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, being described as: Commencing at the Northeast corner of Section 27; thence North 89 degrees 40 minutes 25 seconds West 70.04 feet along the North Section line to the intersection of said North line with the West line of West Drive; thence South 01 degree 41 minutes 50 seconds East 785.00 feet along the West line of West Drive; thence South 74 degrees 49 minutes 36 seconds West 590.00 feet parallel with the North line of Michigan Avenue to the Point of Beginning; thence South 15 degrees 10 minutes 24 seconds East 115.00 feet perpendicular to the North line of Michigan Avenue; thence South 74 degrees 49 minutes 36 seconds West 113.67 feet parallel with the North line of Michigan Avenue; thence South 15 degrees 10 minutes 24 seconds East 509.58 feet perpendicular to the North line of Michigan Avenue to said North line; thence South 74 degrees 49 minutes 36 seconds West 415.98 feet along the North line of Michigan Avenue; thence North 69 degrees 10 minutes 24 seconds West 86.96 feet; thence North 15 degrees 10 minutes 24 seconds West 626.47 feet perpendicular to the North line of Michigan Avenue; thence North 74 degrees 49 minutes 36 seconds East 550.00 feet parallel with the North line of Michigan Avenue; thence South 58 degrees 30 minutes 18 seconds East 72.86 feet to the Point of Beginning.

The Parcels:

PARCEL 1

Commencing at the NE corner of Section 27, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N89°35'29"W 70.70 feet along the North line of said Section 27; thence S01°41'50" E 782.63 feet along the West right-of-way line of West Drive (Variable Width); thence S74°49'36"W 590.00 feet; thence N58°30'18"W 72.86 feet; thence S74°49'36"W 279.64 feet to the POINT OF BEGINNING;

thence S15°10'24"E 33.95 feet;
thence N74°50'54"E 53.05 feet;
thence S15°00'02"E 239.36 feet;
thence S74°49'36"W 43.60 feet;
thence S15°10'24"E 232.66 feet;
thence S74°49'36"W 202.08 feet;
thence S15°10'24"E 34.49 feet;
thence S74°49'36"W 77.00 feet;
thence N15°10'24"W 540.47 feet;
thence N74°49'36"E 270.36 feet to the POINT OF BEGINNING. Being part of the NE 1/4 of said Section 27, T2S, R6W, City of Marshall, Calhoun County, Michigan and containing 3.54 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

PARCEL 2

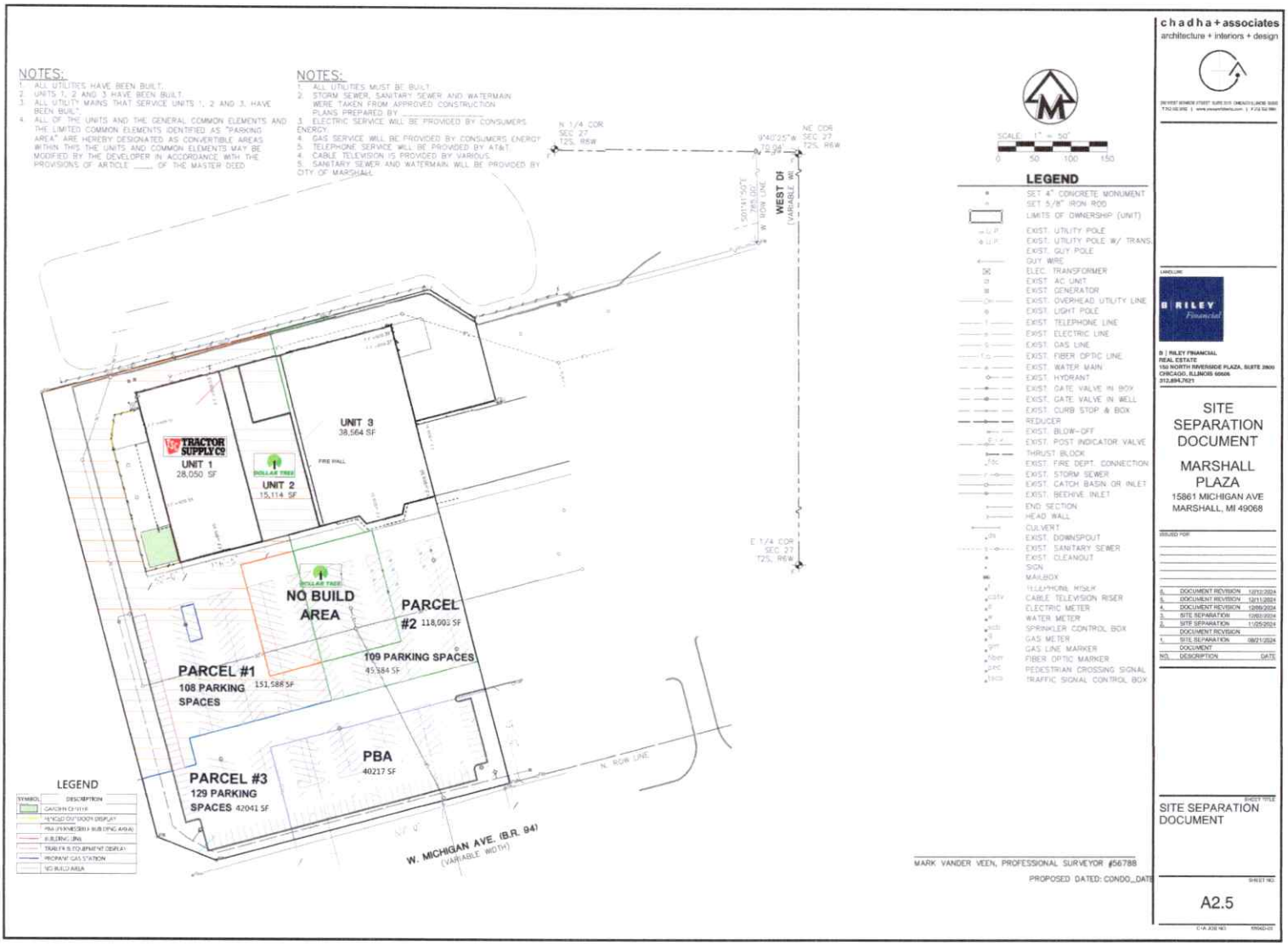
Commencing at the NE corner of Section 27, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N89°35'29"W 70.70 feet along the North line of said Section 27; thence S01°41'50" E 782.63 feet along the West right-of-way line of West Drive (Variable Width); thence S74°49'36"W 590.00 feet to the POINT OF BEGINNING;

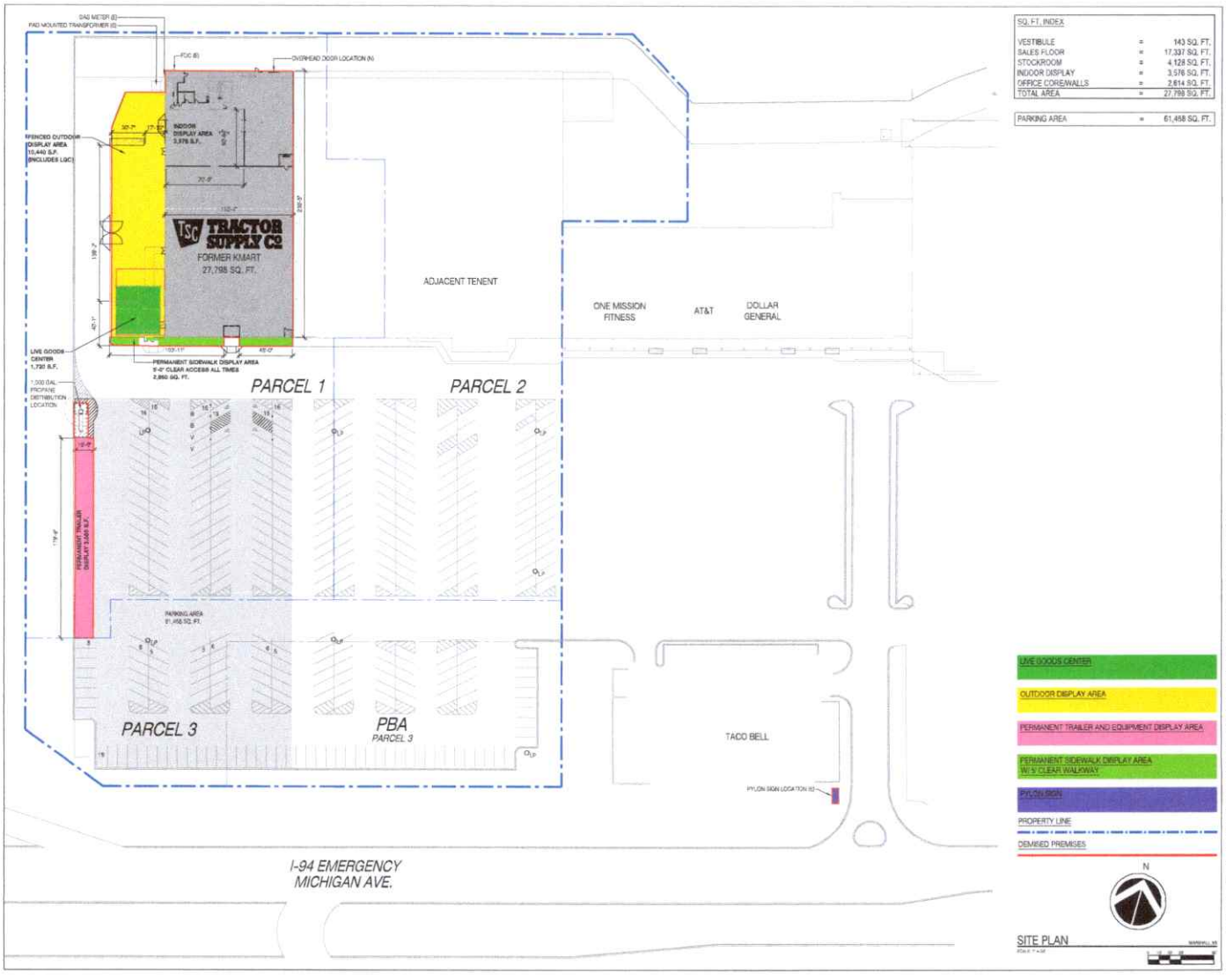
thence S15°10'24"E 115.00 feet;
thence S74°49'36"W 113.67 feet;
thence S15°10'24"E 337.98 feet;
thence S74°49'36"W 207.25 feet;
thence N15°10'24"W 232.66 feet;
thence N74°49'36"E 43.60 feet;
thence N15°00'02"W 239.36 feet;
thence S74°50'54"W 53.05 feet;
thence N15°10'24"W 33.95 feet;
thence N74°49'36"E 279.64 feet;
thence S58°30'18"E 72.86 feet to the POINT OF BEGINNING. Being part of the NE 1/4 of said Section 27, T2S, R6W, City of Marshall, Calhoun County, Michigan and containing 2.58 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

PARCEL 3

Commencing at the NE corner of Section 27, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N89°35'29"W 70.70 feet along the North line of said Section 27; thence S01°41'50" E 782.63 feet along the West right-of-way line of West Drive (Variable Width); thence S74°49'36"W 590.00 feet; thence S15°10'24"E 115.00 feet; thence S74°49'36"W 113.67 feet; thence S15°10'24"E 337.98 feet to the POINT OF BEGINNING;

thence continuing S15°10'24"E 171.60 feet;
thence S74°49'36"W 415.98 feet along the North right-of-way line of Michigan Avenue (Variable Width);
thence N69°10'24"W 86.96 feet along the MDOT right-of-way line;
thence N15°10'24"W 86.00 feet;
thence N74°49'36"E 77.00 feet;
thence N15°10'24"W 34.49 feet;
thence N74°49'36"E 409.33 feet to the POINT OF BEGINNING. Being part of the NE 1/4 of said Section 27, T2S, R6W, City of Marshall, Calhoun County, Michigan and containing 1.81 acres of land, more or less. Being subject to any easements and restrictions of record, if any.


NOTES:
1. ALL UTILITIES HAVE BEEN BUILT.
2. UNITS 1, 2 AND 3 HAVE BEEN BUILT.
3. ALL UTILITY MAINS THAT SERVICE UNITS 1, 2 AND 3, HAVE BEEN BUILT.
4. ALL OF THE UNITS AND THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS IDENTIFIED AS "PARKING AREA" ARE HEREBY DESIGNATED AS CONVERTIBLE AREAS WITHIN THIS THE UNITS AND COMMON ELEMENTS MAY BE MODIFIED BY THE DEVELOPER IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE ____ OF THE MASTER DEED
NOTES:
1. ALL UTILITIES MUST BE BUILT.
2. STORM SEWER, SANITARY SEWER AND WATERMAIN WERE TAKEN FROM APPROVED CONSTRUCTION PLANS PREPARED BY _____
3. ELECTRIC SERVICE WILL BE PROVIDED BY CONSUMERS ENERGY.
4. GAS SERVICE WILL BE PROVIDED BY CONSUMERS ENERGY
5. TELEPHONE SERVICE WILL BE PROVIDED BY AT&T.
6. CABLE TELEVISION IS PROVIDED BY VARIOUS.
7. SANITARY SEWER AND WATERMAIN WILL BE PROVIDED BY CITY OF MARSHALL
N 1/4 COR SEC 27 T2S, R6W
NE COR SEC 27 T2S, R6W
S 90°40'25" W 1319.94'
WEST DR (VARIABLE WI)
S 00°41'50" E 265.00'
W. ROW LINE
E 1/4 COR SEC 27 T2S, R6W
TRACTOR SUPPLY CO
UNIT 1 28,050 SF
DOLLAR TREE
UNIT 2 15,114 SF
UNIT 3 38,564 SF
FIRE WALL
NO BUILD AREA
PARCEL #2 118,900 SF
109 PARKING SPACES 45,584 SF
PARCEL #1 108 PARKING SPACES 151,588 SF
PBA 40217 SF
PARCEL #3 129 PARKING SPACES 42041 SF
N. ROW LINE
W. MICHIGAN AVE. (B.R. 94) (VARIABLE WIDTH)
LEGEND
SYMBOL DESCRIPTION
GARDEN CENTER
FENCED OUTDOOR DISPLAY
PBA (FENCED & BUILDING AREA)
BUILDING LINE
TRAILER & EQUIPMENT DISPLAY
PROPANE GAS STATION
NO BUILD AREA
SCALE: 1" = 50'
0 50 100 150
LEGEND
SET 4" CONCRETE MONUMENT
SET 5/8" IRON ROD
LIMITS OF OWNERSHIP (UNIT)
EXIST. UTILITY POLE
EXIST. UTILITY POLE W/ TRANS.
EXIST. GUY POLE
GUY WIRE
ELEC. TRANSFORMER
EXIST. AC UNIT
EXIST. GENERATOR
EXIST. OVERHEAD UTILITY LINE
EXIST. LIGHT POLE
EXIST. TELEPHONE LINE
EXIST. ELECTRIC LINE
EXIST. GAS LINE
EXIST. FIBER OPTIC LINE
EXIST. WATER MAIN
EXIST. HYDRANT
EXIST. GATE VALVE IN BOX
EXIST. GATE VALVE IN WELL
EXIST. CURB STOP & BOX
REDUCER
EXIST. BLOW-OFF
EXIST. POST INDICATOR VALVE
THRUST BLOCK
EXIST. FIRE DEPT. CONNECTION
EXIST. STORM SEWER
EXIST. CATCH BASIN OR INLET
EXIST. BEEHIVE INLET
END SECTION
HEAD WALL
CULVERT
EXIST. DOWNSPOUT
EXIST. SANITARY SEWER
EXIST. CLEANOUT
SIGN
MAILBOX
TELEPHONE RISER
CABLE TELEVISION RISER
ELECTRIC METER
WATER METER
SPRINKLER CONTROL BOX
GAS METER
GAS LINE MARKER
FIBER OPTIC MARKER
PEDESTRIAN CROSSING SIGNAL
TRAFFIC SIGNAL CONTROL BOX
MARK VANDER VEEN, PROFESSIONAL SURVEYOR #56788
PROPOSED DATED: CONDO_DATE
chadha+associates
architecture + interiors + design
LANDLORD
RILEY Financial
D | RILEY FINANCIAL
REAL ESTATE
150 NORTH RIVERSIDE PLAZA, SUITE 2800
CHICAGO, ILLINOIS 60606
312.894.7021
SITE SEPARATION DOCUMENT
MARSHALL PLAZA
15861 MICHIGAN AVE
MARSHALL, MI 49068
ISSUED FOR:
6. DOCUMENT REVISION 12/12/2024
5. DOCUMENT REVISION 12/11/2024
4. DOCUMENT REVISION 12/09/2024
3. SITE SEPARATION 12/02/2024
2. SITE SEPARATION 11/25/2024
1. DOCUMENT REVISION
1. SITE SEPARATION 09/21/2024
NO. DESCRIPTION DATE
DOCUMENT
SHEET TITLE
SITE SEPARATION DOCUMENT
SHEET NO.
A2.5



SQ. FT. INDEX		
VESTIBULE	=	143 SQ. FT.
SALES FLOOR	=	17,337 SQ. FT.
STOCKROOM	=	4,128 SQ. FT.
INDOOR DISPLAY	=	3,576 SQ. FT.
OFFICE CORE/WALLS	=	2,614 SQ. FT.
TOTAL AREA	=	27,798 SQ. FT.

PARKING AREA	=	61,458 SQ. FT.

LIVE GOODS CENTER

OUTDOOR DISPLAY AREA

PERMANENT TRAILER AND EQUIPMENT DISPLAY AREA

PERMANENT SIDEWALK DISPLAY AREA W/ 5' CLEAR WALKWAY

PYLON SIGN

PROPERTY LINE

DEMISED PREMISES

N

SITE PLAN

OXFORD ARCHITECTURE

TRACTOR SUPPLY COMPANY

MARSHALL, MICHIGAN

Tractor Supply Company shall not be responsible for the payment of any work performed or material supplied by the Contractor or any of its sub-contractors, sub-subcontractors and laborers claiming by through or under any of them which is not specified in writing and signed by one of the following Tractor Supply Company personnel: Vice President Real Estate, Director of Construction, or a Construction Project Manager. No action, conduct, omission, prior failure, or course of dealing by Tractor Supply Company shall act to waive, modify, change or alter the requirement that all work, whether by contract, change order or change directive, must be in writing and signed by the personnel identified in this provision. Any work performed or material provided by the Contractor, any of its sub-contractors, sub-subcontractors contrary to this provision shall be at its own risk and own expense and Tractor Supply Company shall not be obligated to reimburse or pay the Contractor or any of its sub-contractors, sub-subcontractors for same.

All measurements and items portrayed on this sheet are deemed to be accurate by architect, however all bidding General Contractors should field verify the actual conditions. Any changes to the scope of work, and thus potential change orders, should be identified and communicated in your bid submittal to TSC.

This drawing and the design shown is the property of the architect. The reproduction, copying or use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.

Job Number: 3296

Date: 10.05.2021

Revisions:

Revisions:

Revisions:

SITE PLAN

Sheet Number: AS1.0

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OF COUNSEL:
CLYDE W. MAULDIN

December 20, 2024

Marcia D. Strange (VIA E-MAIL)
Director of Community Development
City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

RE: Split Application – Parcel 53-002-592-00: Parcel 3

Dear Ms. Strange:

I am writing to confirm our conversation on December 18, 2024, with Al Lieberman, the Principal of BR Great Northern Mall, which is the owner of Parcel 53-002-592-00. By our calculation, Parcel 3, as identified in the application and on Exhibit B of the Declaration of Easements and Restrictions, has 93 spots available if the size of the structure was 10,000 square feet. Mr. Lieberman is satisfied with that number and believes that is sufficient for future sale of the parcel.

Additionally, Paragraph 4 of the Declaration provides that that all of the areas contained within Parcels 1 and 2 outside of the building area for each of those two parcels is identified as Common Area and each of the owners has a reciprocal right to use all of that Common Area for parking and access. These spaces are all available to Parcel 3 if needed. Parking spaces included in the Common area total 217. Mr. Lieberman is satisfied that if the Parcel 3 on-site parking and the Common Area parking are not sufficient, he can negotiate a set-aside of specific spaces with the other owners of Parcels 2 and 3 when (if) the need arises.

Thank you again for your prompt action in processing this split application and if you have any in advance for your cooperation in this matter.

Very truly yours,

Richard C. Lindsey, Jr.

Enclosure
Cc: Client