PLANNING COMMISSION AGENDA

Regular Meeting

January 13, 2026 at 7:00 PM

1) **CALL TO ORDER**
2) **ROLL CALL**
3) **PLEDGE OF ALLEGIANCE**
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 November 18, 2025 Joint Planning Commission Meeting Minutes
6) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing the Commission 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** Persons addressing the Commission 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 PUBLIC HEARING topics only. Agenda items should be addressed during the PUBLIC COMMENT AGENDA ITEM portion of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS portion of the meeting agenda.
   - **A.** Public Hearing and Consideration for Special Land Use #SLU25-001
8) **OLD BUSINESS**
9) **REPORTS AND RECOMMENDATIONS/NEW BUSINESS**
   - **A.** Receive and Consider Site Plan #SP25-004 - Dunkin' Donuts and Jimmy John's
   - **B.** Set Public Hearing - Planned Signage Package - Family Fare
10) **PUBLIC COMMENT ON NON-AGENDA ITEMS** Persons addressing the Commission 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**

JOINT PLANNING COMMISSION MINUTES

November 18, 2025
Special Meeting - 7:30 PM

[IGNORE_INDENT]

1) CALL TO ORDER

IN A REGULAR SESSION held on Tuesday, November 18, 2025 at 7:30 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: Clerk Eubank, Marcia Strange, Director of Community Development, Marshall City, Shellie Briggs, Zoning Administrator, SCMCCI Marshall Township

Absent: None

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

Moved by Joanna Johnson, supported by Steve Riggs to amend the agenda to move the election of officers to item 3 before approval of agenda. On a roll call vote:

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

Motion by Aron Hodo, supported by Tim Fitzgerald to approve the agenda as presented. On a roll call vote:

Ayes: Fitzgerald, Hodo, Banfield
Nays: Riggs, Woods, Johnson
Abstain: None
Motion fails.
The board discussed the Rules of Procedure.
Johnson stated that it was disingenuous and disrespectful to suggest that the motion from the previous meeting was anything other than for Banfield to chair through election of officers at that meeting only, and walked out of the meeting. Steve Riggs and Mick Woods followed Johnson.

There was no longer a quorum of the board.

Motion by Aron Hodo, supported by Tim Fitzgerald to recess the meeting. Tim Banfield called the meeting into recess at 7:36 on November 18, 2025.

Respectfully submitted,

Michelle Eubank

4) APPROVAL OF MINUTES

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 five (5) minutes. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda.

6) INFORMATIONAL ITEMS

A. Correspondence from Attorney for the Developer for SLU#25-003

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 #SLU25-0003

10) ELECTION OF OFFICERS

11) BOARD REPORTS

12) ADJOURNMENT

1) CALL TO ORDER

IN A RECONVENED SESSION held on Tuesday, December 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 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 Development, Marshall City and City of Marshall Deputy Clerk Cary

Absent:

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

Moved by Aron Hodo, supported by Joanna Johnson to amend the agenda to move the election of officers to item number 4. On a roll call vote:

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

Moved by Tim Fitzgerald, supported by Aron Hodo to receive and consider site plan SP 25-003, also known as the Millbrook Development Project to agenda item number 9c. On a roll call vote:

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

Moved by Joanna Johnson, supported by None to add the November 18, 2025, JPC draft minutes to the approval of the minutes.
Johnson rescinded her motion.

Moved by Aron Hodo, supported by Mick Woods to approve the agenda as amended with the Millbrook project and the election of officers moved to item 4. On a voice vote: **Motion carried.**

4) ELECTION OF OFFICERS

1. Banfield opened nominations from the floor.
   Riggs nominated Joanna Johnson for chair.

Hodo nominated Tim Fitzgerald for chair.
Hearing no further nominations, Banfield closed the nominations.

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

2. Banfield opened nominations from the floor.
   Fitzgerald nominated Aron Hodo 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, Banfield, Fitzgerald
   Having no majority, no chair was elected, and new nominations must be made.

3. Banfield opened nominations from the floor.
   Hodo nominated Steve Riggs 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, Fitzgerald, Riggs
   Steve Riggs: Banfield, Hodo

   The joint planning commission elected Joanna Johnson as Chair of the joint planning commission.

4. Banfield opened nominations from the floor for vice chair.
   Riggs nominated Tim Fitzgerald for vice chair.
   Hearing no further nominations, Banfield closed the nominations.

   On a Voice Vote: Nomination carried

   The joint planning commission elected Tim Fitzgerald as Vice Chair of the joint planning commission.

   Banfield turned the meeting over to Johnson.

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

Moved by Aron Hodo, supported by Mick Woods to approve the meeting minutes. On a voice vote: **Motion carried.**

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

6) 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.

Barry Wayne Adam 622 West Green St gave public comment.

7) INFORMATIONAL ITEM

A. Correspondence from Attorney for the Developer for SLU#25-001

8) PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION

None.

9) OLD BUSINESS

None.

10) REPORTS AND RECOMMENDATIONS/NEW BUSINESS

A. Set Future Meeting Dates

Director Strange discussed the meeting dates for 2026 with the election of officers being in August. She discussed still having the Joint Planning Commission meetings on the second Tuesday of the month.

Moved by Aron Hodo, supported by Mick Woods to Approve the 2026 Joint Planning Commission meeting calendar as presented. On a voice vote: **Motion carried.**

B. Set Public Hearing for Special Land Use #SLU25-001

Director Strange gave a brief introduction to the special land use. The special land use is required for the drive-through associated with the Dunkin' Donuts and Jimmy John's project that is included in the packet. This is located in the B-4 zoning district. This parcel is located west of the Taco Bell parcel. The site will have a Dunkin' Donuts, the center unit would be a walk-up commercial and a Jimmy John's on the east side.

The board discussed the advertising or public notice requirements.

Moved by Tim Banfield, supported by Mick Woods to set a Public Hearing for Special Land Use #SLU25-001 for January 13, 2026. On a roll call vote:

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

C. Receive and Consider Site Plan #25-003 - Millbrook Residential

Director Strange introduced SP 25-003 for consideration.
The site is located off of Hughes Street and consists of 322-unit development including duplexes and apartments, a clubhouse with pool, dog park and maintenance shed. A lot

of components.
Tonight the developers are coming for approval for just the Phase 1 portion of the overall site that was submitted in the packet. Phase 1 is on the east side of the plan.
The remainder of the site is shown for future reference.
The developers are here to give more insight into what the project scope is.
The City used a consultant, McKenna, to help with site plan review for this project and Engineering also had a consultant to help with the preliminary engineering review of stormwater, sewer, and water. Those utilities are coordinated to the point that moving forward with approval should not be a problem. Engineering details will be worked out before construction documents. Connection points and easements have been coordinated where the utilities are going to run and meet expectations.
The electrical utility from the City side is being designed and that will dictate what is required to serve this site. The intent is to use the private road easements to provide those utilities on the campus.

Moved by Mick Woods, supported by Tim Fitzgerald to receive Site Plan #25-003. On a voice vote: **Motion carried.**

Ryan Schmidt, Partner with Indigo Design and Development, an Architecture and Real Estate development company, introduced himself, brother Greg Schmidt RA, and partner Joe Elias, Owner of Grand City Capital. He introduced the project. In Marshall there had not been any new multifamily housing for a long time. Market research and an independent study showed market demand for this style of housing. A lot of time and thought went into this concept. The entire land assembly is 125 acres, but it has been broken into phases, and they are making a formal request for phase 1 of the development. They laid out what the rest of the site might look like, but that will be up for future conversations, depending on how market absorption and leasing goes.
As Marcia stated, there are a couple of different product types. The developer is trying to meet different segments of the market for needs here and be respectful of the surrounding community.
The transition from the neighbors on Kalamazoo is with single-family, single-story duplex structures. The size and character is that of a single family home to help transition to multifamily buildings.
The front buildings along A-Drive are two stories with three stories behind them. Trying to respect the frontage and keep the taller buildings in the back.
A goal from the beginning was to preserve as many trees as possible and want to take advantage of the river frontage and respect that tree line.
The dog park is an amenity for the residents but also a potential community amenity. Conversations about grants or fundraising with the state have begun and the City of Marshall is open to coordinating a public dog park. Also, they have had preliminary conversations about the City extending the Riverwalk along the property in the future — over a mile of frontage and an opportunity to make a public benefit.

Phase 1 is 322 units: 50 units in 25 duplexes, and 272 in 12 traditional apartment buildings. Units vary in size from Junior One-bedroom, one-bedroom, two-bedroom, and three-bedroom arrangements. There is also a clubhouse with a pool and a proposed sports court to make an amenity-rich community.
The parking requirement is exceeded by 39 spaces. Open space is 66% (over the 40% required). Setbacks, height and density are all within the zoning code.

The board discussed the storm water on the site.

The board discussed a traffic light on Hughes St and the crosswalk on S Kalamazoo from Crary St.

Director Strange stated that they don't really have control over getting a crosswalk. The City and the developer have to work with MDOT on that. If this development happens, the City will try to connect sidewalks with the resources available. To get these people to the Riverwalk off of Pearl Street, heading South, crossing Old 27 and across this property. There is a need for a pedestrian crossing, but it will take pressuring MDOT to identify the need.

The board discussed the setback for the residences on S Kalamazoo.

The board discussed the public meetings that were held for this development and the dog park.

Greg Schmidt stated it's very common for new multifamily developments to include a dog park. Conversations with the City and other neighbors at public meetings expressed a desire for a public park. A conversation with the direct neighbor who is on the easternmost parcel at the neighborhood open house was held on September 11 this year. He mentioned to the developers that he liked the tree line that existing on the property between his house, and so it was retained. Provided distance is far in excess of the setback for a structure. The developer wants to be a good neighbor and be sensitive.

A timeline was discussed: Greg Schmidt stated there is quite a bit of utility work and that is driving the decision to start on the East side. Hope to start late Spring 2026 with moving dirt. Buildings could be 2 years out. The buildings would not all get built at once, but construction would roll through the phase.

Moved by Tim Banfield, supported by Tim Fitzgerald to Approve Site Plan #25-003 for Millbrook of Marshall.

Johnson brought up the Township Zoning Administrator report based on comments from November 17th.
Final drawing revisions were received on November 24th and Shellie was still in the process of reviewing the final. Marcia and Shellie will connect to ensure any additional comments are brought to the attention of the applicant. Items from Shellie's list that were discussed:
Dog park and its relationship to adjacent property — reviewed in meeting
MFRD vs PUD addressed. Not a PUD
Parcel combinations would need to be completed prior to construction.
Rezoning of parcels was taken care of in 2023 and documented appropriately.
Setbacks between Township AG zoning and City ordinance are different and that is known and okay.
Property lines abutting Township properties are properly landscaped and screened.
The existing building at 1200 Hughes will be demo'd in the future. Not during phase 1.
Deeds were all collected by the City.
Electricity and gas will be separately metered.

Water and sewer will not be billed separately, they will be included in the rental amount.
The site will be irrigated and paid for by the House account.
Fibernet will be available to residents, but they pay their own bills. A house account may cover access in shared areas.
Storm water was discussed
Driveways are a shared amenity and maintenance is by the Owner's Facility Management.
Soil Erosion Sedimentary Controls will be required for construction.
Overall, topography requirements must be met.
Signage must be submitted per sign ordinance for permits.
No Homeowners Association — this will be a rental development
Surrounding properties (Township) will not be required to connect to City water and sewer.
The roads in the development will be private roads.
Kalamazoo is a State of Michigan (MDOT) road
Crary and Hughes are City of Marshall streets
A-Drive is a Calhoun County Road Department Road

The clubhouse was discussed as being non-conforming in location for an accessory structure. The developer commented that although it is technically an accessory structure, the preference, architecturally, is to maintain its location to align and not be set back. Leasing office will be in that building.

Moved by Tim Banfield, supported by Tim Fitzgerald to Approve Site Plan #25-003 for Millbrook of Marshall Phase 1 with allowed site plan for the clubhouse as presented.

On a roll call vote:

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

11) BOARD REPORTS

12) ADJOURNMENT

Moved by Aron Hodo, supported by Mick Woods to adjourn the meeting On a voice vote: **Motion carried.**

The meeting was adjourned at 8:27P.M.

Respectfully submitted by,

Brandie Cary
Deputy Clerk

ITEM 7.A

TO:	[AGENDA_OFFICIAL_BODY]
FROM:	Marcia Strange, Director of Community Development
DATE:	January 13, 2026
SUBJECT:	Public Hearing and Consideration 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).

This project documentation is included for reference, but will be formally introduced for plan review later tonight as project #SP25-0004. The project is requesting two drive-throughs for fast food restaurants. In the B-4 zoning district, drive-throughs require a Special Land Use.

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 are 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 February meeting. Typical hours for Jimmy John's are 10am-10pm and Dunkin' Donuts are typically open 5am-10pm.

The Special Land Use Criteria is below:

(A) The proposed use shall be in accordance with the city master plan and the intent and purpose of this subchapter. YES- THIS USE IS COMPATIBLE WITH THE AREA

(B) A documented and immediate need exists for the proposed use within the community. DISCUSS. THERE IS NO MORITORIUM ON RESTAURANTS AND WE ALL EAT.

(C) The use is compatible with adjacent uses and the existing or intended character of the surrounding neighborhood, and will not have an adverse impact upon or interfere with the development, use or enjoyment of adjacent properties, or the orderly development of the neighborhood. THIS USE ALIGNS WITH ADJACENT USES. ELIMINATING UNUSED PARKING IS A BENEFIT.

(D) The proposed use shall be designed, constructed, operated and maintained so as to be compatible with the use of adjacent lands. DISCUSS. THE IMPACT IS ANTICIPATED TO BE POSITIVE.

(E) The proposed use shall be compatible with the natural environment. A REDUCTION IN LOT COVERAGE IS A BENEFIT.

(F) The proposed use shall be adequately served by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewage facilities and schools. NO CONCERNS OUTSIDE OF CONFIRMING THE STORMWATER RETENTION USE AND MAINTENANCE AGREEMENT. THIS IS A RECOMMENDED CONTINGENCY.

(G) The proposed use shall not involve activities, processes, materials and equipment or conditions of operation that will be detrimental to public health, safety and welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors. DISCUSS. NO CONCERN ABOUT MOST, BUT TRAFFIC FLOW AND HEADLIGHTS SHOULD BE CONSIDERED.

Overall, this project promises to have a positive impact on the area. Any concerns by the JPC should be discussed and the applicant given the opportunity to address those concerns.

RECOMMENDATION:

Approve 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):

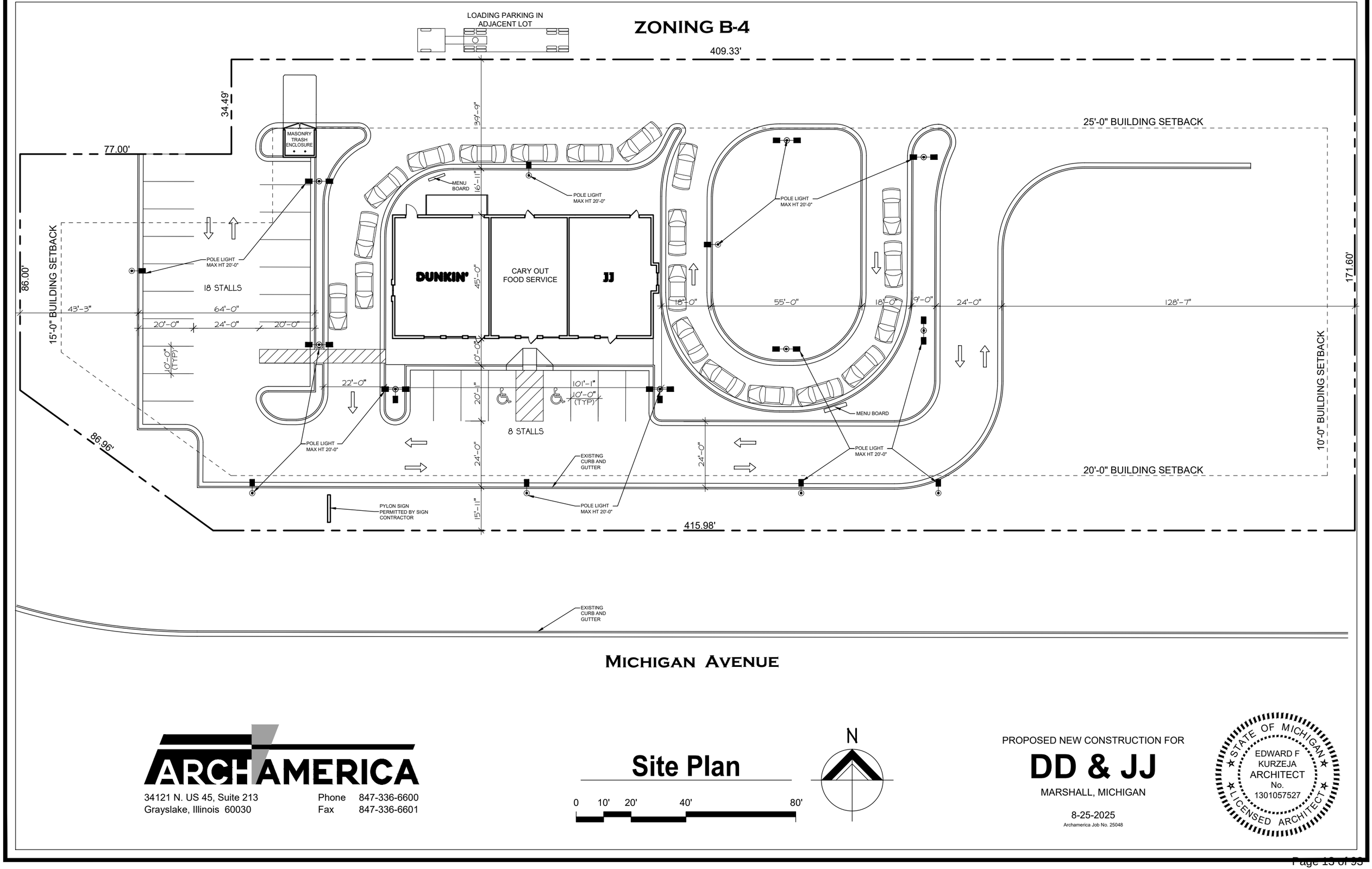
Applicant's Signature vick patel **Date** 09/08/2025

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

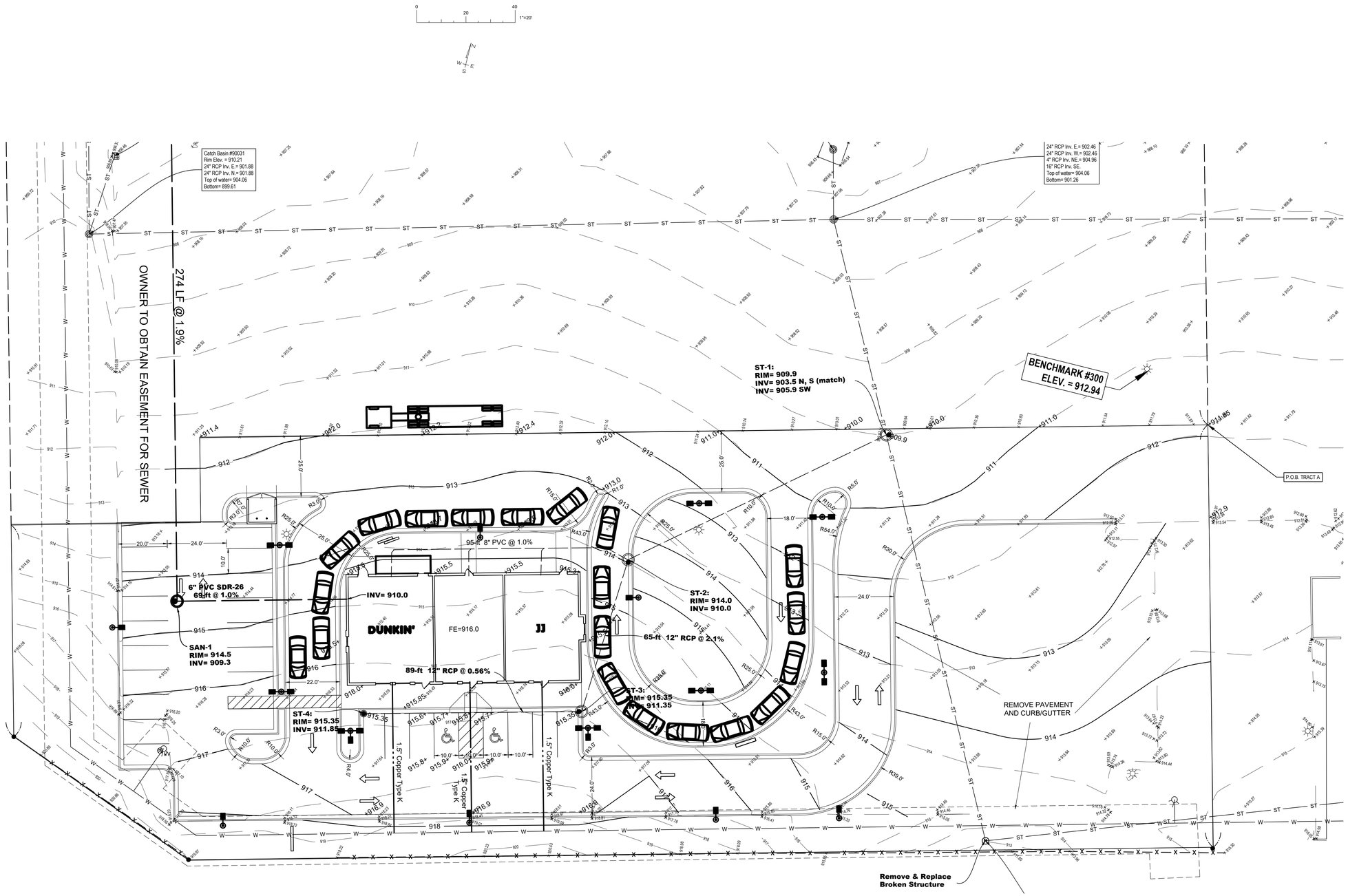
DD & JJ

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

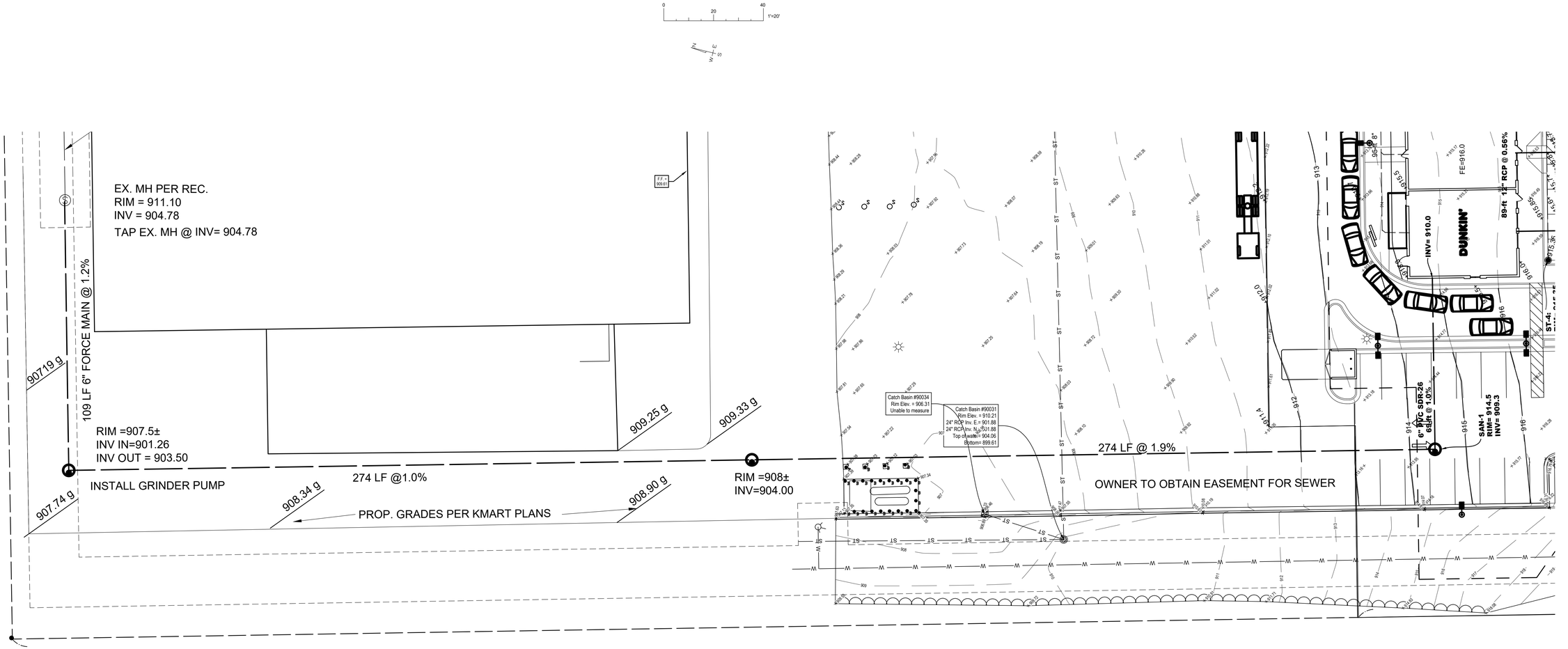
PROPOSED DUNKIN DONUTS & JIMMY JOHNS
PRELIMINARY ENGINEERING PLAN
MARSHALL, MI

DIYA HOLDINGS
219 CLAREMONT DR NAPPERVILLE, IL 60540

REVISIONS:

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

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



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: ---
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FIELD CK: net

2025-08-27 PER CITY COMMENTS

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

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DATE: 08-08-2025
JOB NO. 25-029
SHEET 2

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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

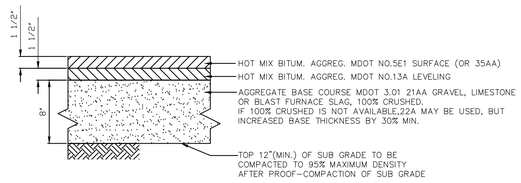
DIYA HOLDINGS
219 CLAREMONT DR
NAPPERVILLE, IL 60540

REVISIONS:

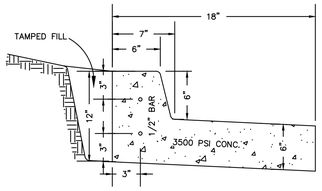
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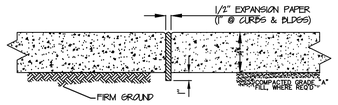
SCALE: 1"=20'
DATE: 08-08-2025
JOB NO. 25-029
SHEET 3



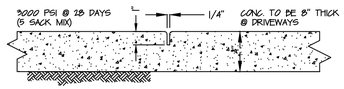
ASPHALT PAVING DETAIL



SPILL - OUT CURB & GUTTER

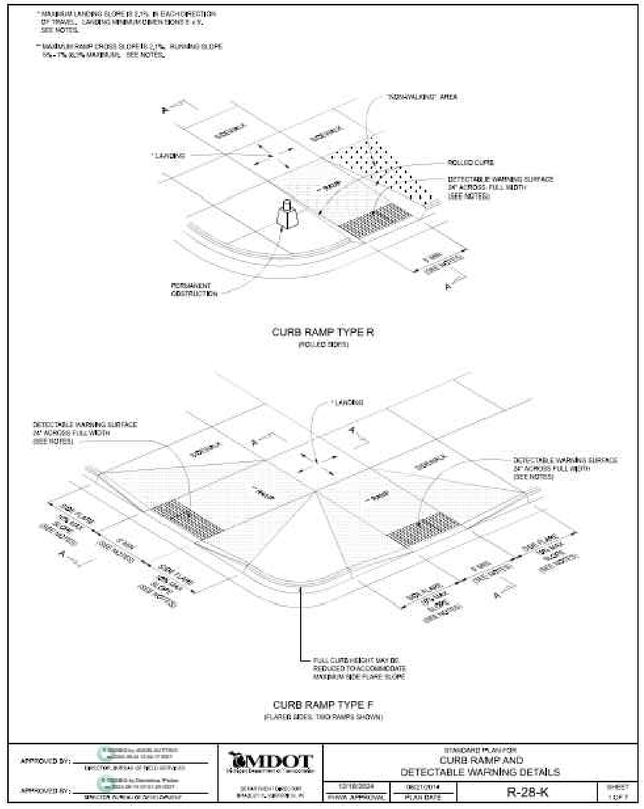


EXPANSION JOINT
SPACE @ 25' TO 50'(MAX)



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

SIDEWALK DETAIL



APPROVED BY: DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: DIRECTOR, BUREAU OF DEVELOPMENT

MDOT Michigan Department of Transportation

STANDARD PLAN FOR
CURB RAMP AND DETECTABLE WARNING DETAILS

12/18/2024	08/21/2014	R-28-K	SHEET 1 OF 1
PRIOR APPROVAL	PLAN DATE		

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'

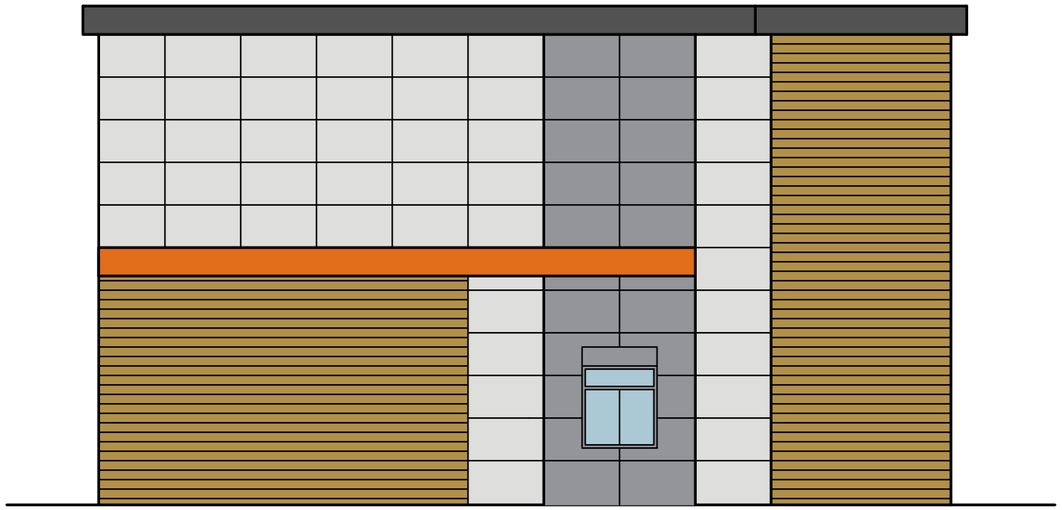
PROPOSED NEW CONSTRUCTION FOR

DD & JJ

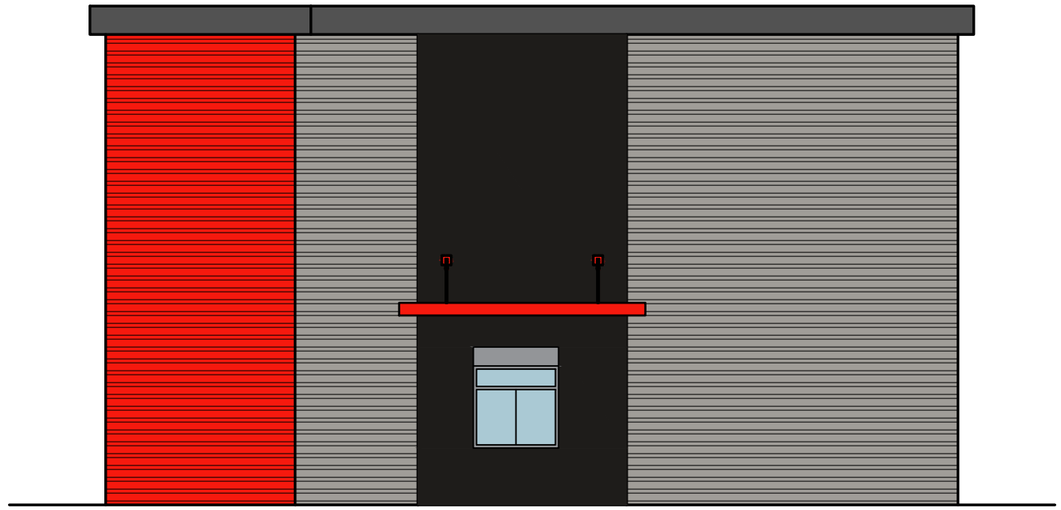
MARSHALL, MICHIGAN

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'

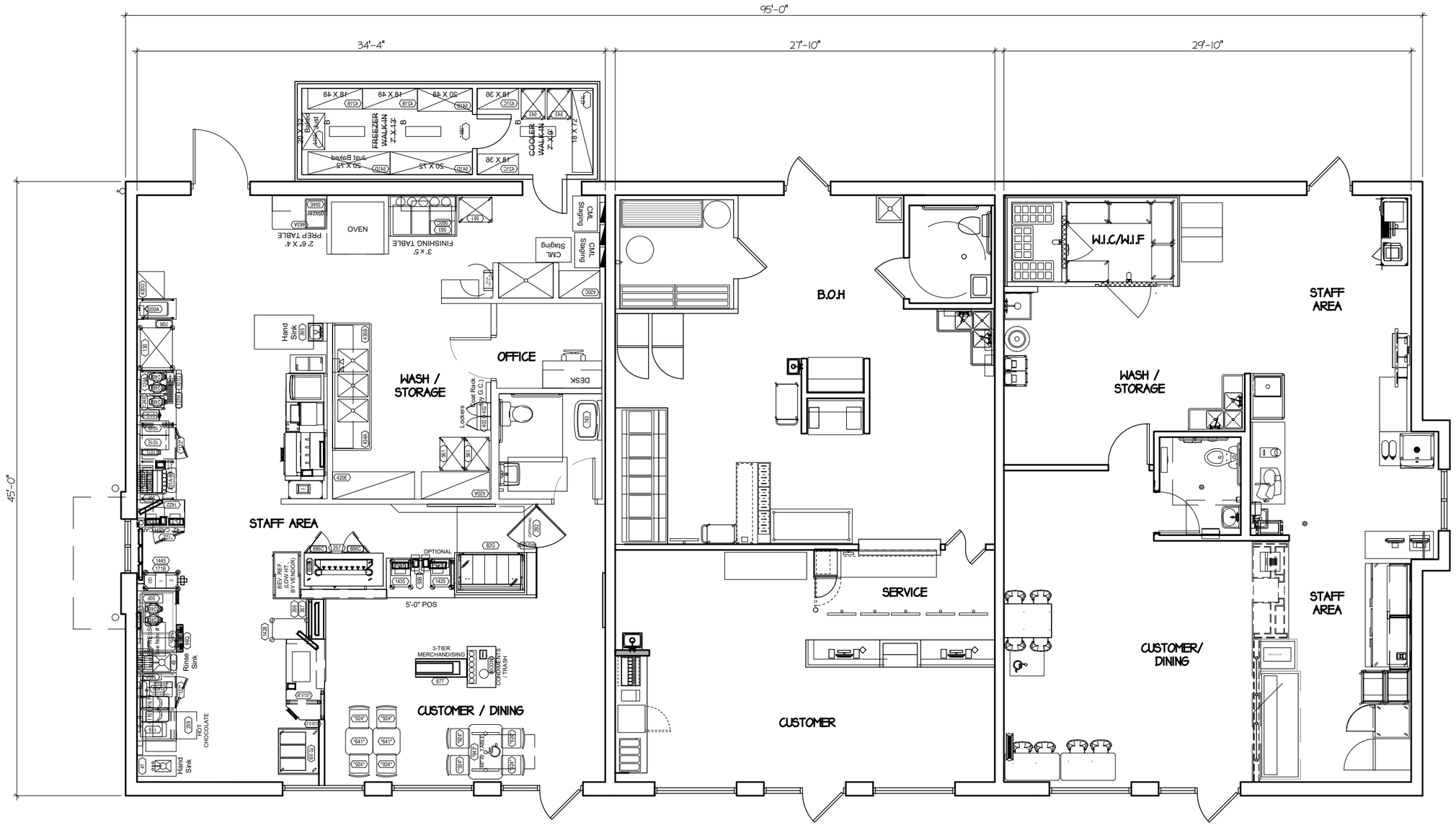
PROPOSED NEW CONSTRUCTION FOR

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

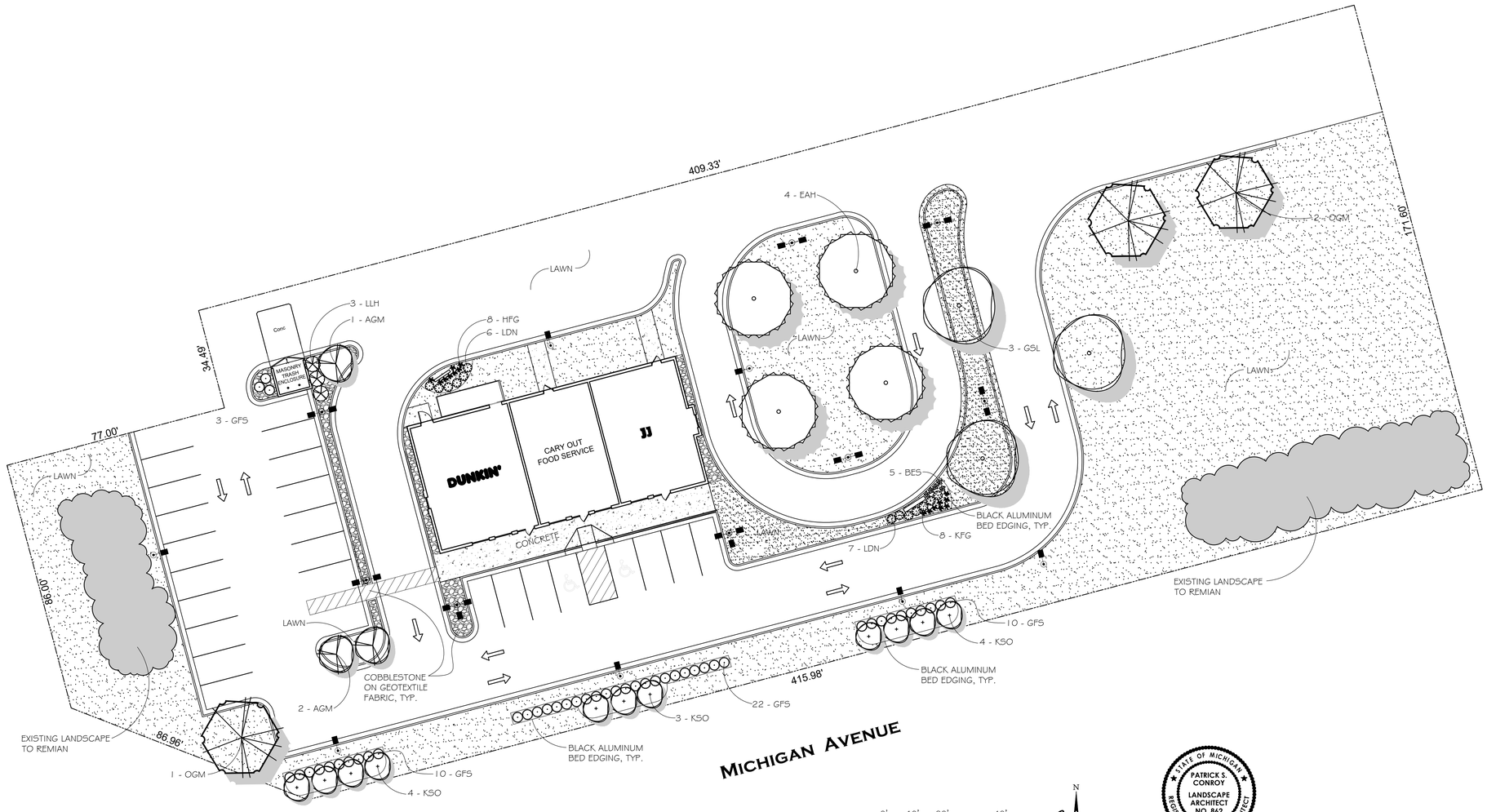
PROPOSED NEW CONSTRUCTION FOR

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")

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 SPIREA	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.

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

Patrick S. Conroy

PATRICK S. Conroy AND ASSOCIATES
Landscape Architecture & Gonstuction Construction Management
Site Planning Golf Course Architecture
P.O. Box 542
Lake Orion, Michigan 48361-0542
P: 248.802.8082

SHEET TITLE: CONCEPTUAL SITE LANDSCAPE PLAN

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

ALL DESIGNS, DETAILS AND NOTES ARE THE PROPERTY OF PATRICK S. CONROY AND ASSOCIATES AND LANDSCAPE MANAGEMENT SOLUTIONS AND ARE INTENDED FOR USE ON THIS PROJECT ONLY. ANY USE OF THIS INFORMATION ON OTHER PROJECTS OR ANY REPRODUCTION OF THIS PAPER WITHOUT THE EXPRESSED WRITTEN PERMISSION OF PATRICK S. CONROY AND ASSOCIATES AND LANDSCAPE MANAGEMENT SOLUTIONS STRICTLY PROHIBITED.

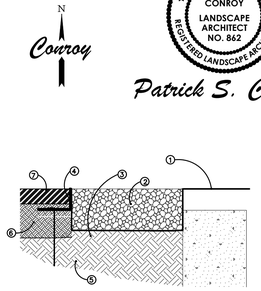
PROJECT: DUNKIN & JIMMY JOHN'S MARSHALL PLAZA
MARSHALL, MI

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

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

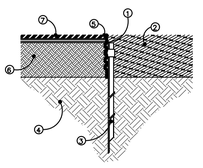
PROJECT No. 25.107

SHEET No. L-1



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
©2025 LANDSCAPE MANAGEMENT SOLUTIONS, LLC



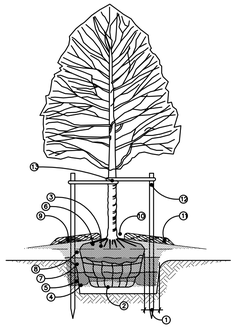
NOTES:
INSTALL PER MANUFACTURER'S SPECIFICATIONS

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.

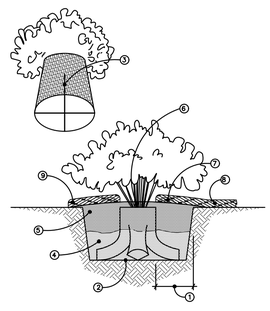
1. PERMALOC "CLEANLINE" OR APPROVED EQUAL.
2. BED MEDIA AS SPECIFIED ON PLANS.
3. 12" ALUMINUM STAKE, LOCK INTO PRE FORMED LOOPS ON FACE OF EDGING.
4. UNDISTURBED SOIL.
5. ON TURF SIDE EDGING TO BE A MAXIMUM OF 1/2" ABOVE FINISH GRADE.
6. TOPSOIL / EXISTING SOIL. COMPACT GRADES ADJACENT TO EDGING TO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

ALUMINUM EDGING DETAIL
NOT TO SCALE
©2025 LANDSCAPE MANAGEMENT SOLUTIONS, LLC



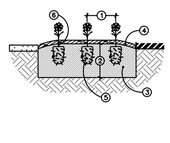
INSTALLATION NOTES:
1. DIG PLANT POCKET 12" WIDER THAN EDGE OF ROOTBALL.
2. THOROUGHLY COMPACT BOTTOM OF PLANT POCKET.
3. REMOVE ALL TWINE FROM TOP OF ROOTBALL. EXAMINE TRUNK COLLAR & REMOVE EXCESS SOIL FROM TOP OF ROOTBALL DOWN TO THE UPPER LEVEL OF THE ROOT SYSTEM. SET ROOTBALL WITH TOP 1/8 OF BALL 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
©2025 LANDSCAPE MANAGEMENT SOLUTIONS, LLC



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.

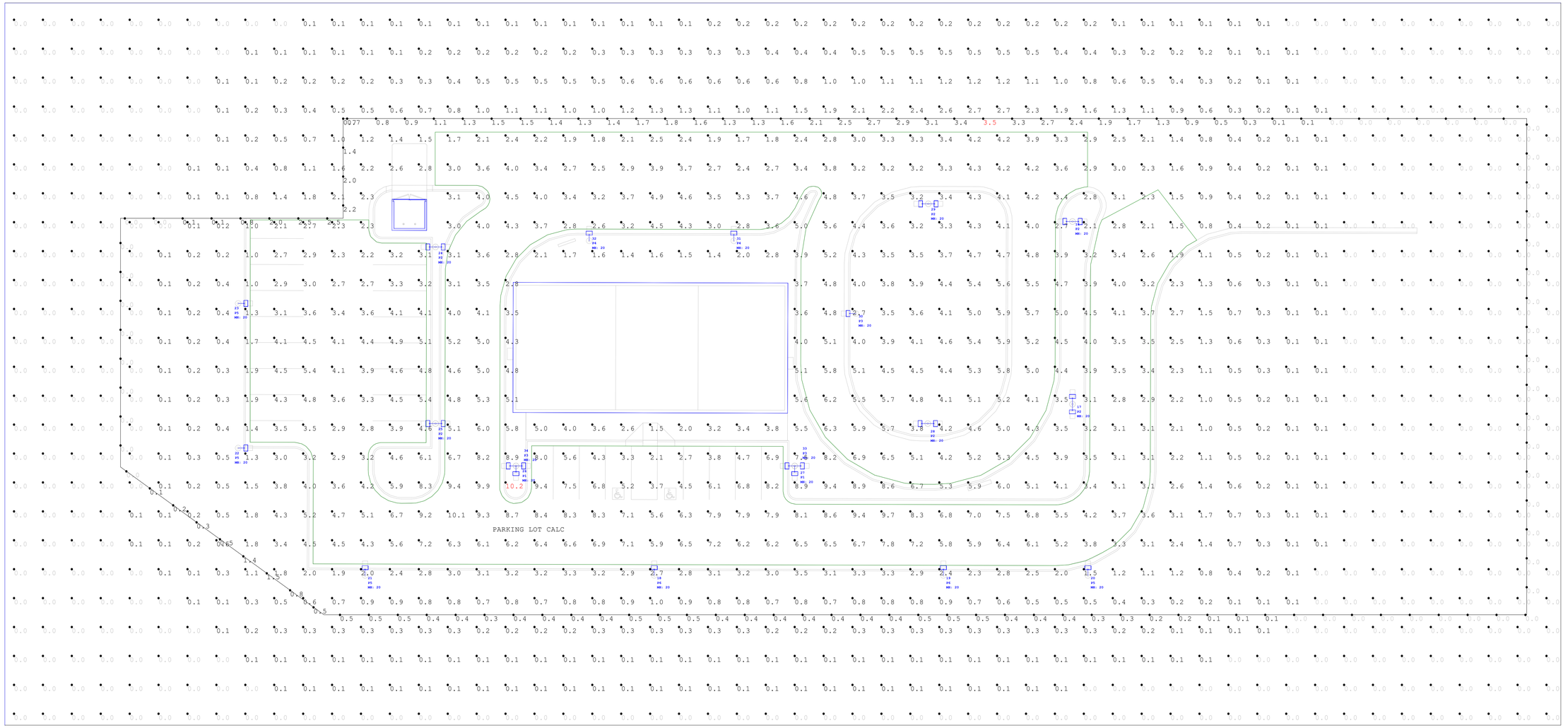
CONTAINER SHRUB PLANTING DETAIL
POT BOUND SHRUBS
NOT TO SCALE
©2025 LANDSCAPE MANAGEMENT SOLUTIONS, LLC



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

© 2025



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

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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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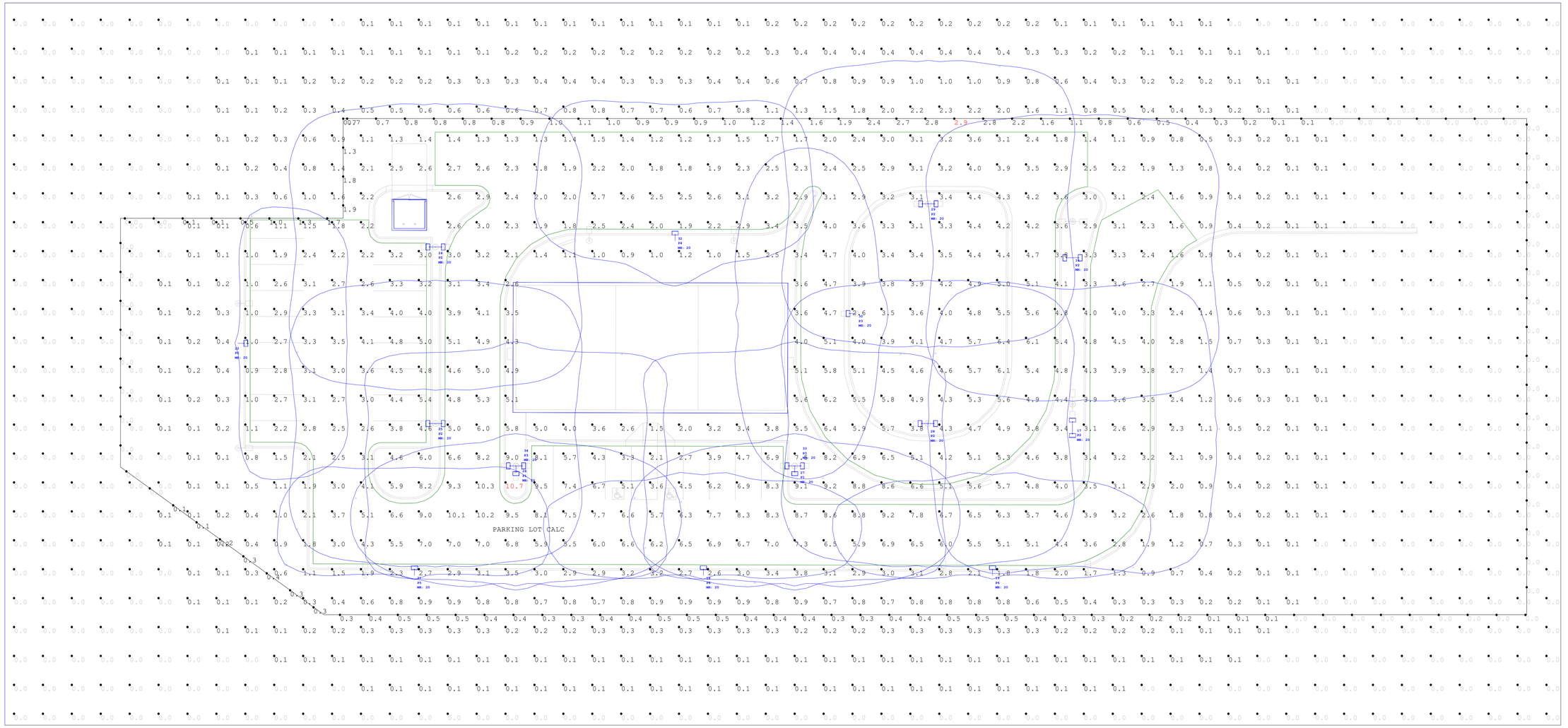
REVISIONS 1 2 3

PROJECT NAME:
15861 W Michigan Ave, Marshall MI

CLIENT NAME:
ARCHAMERICA, Inc.

Date:8/7/2025

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Not to Scale

Calculation Summary							
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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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	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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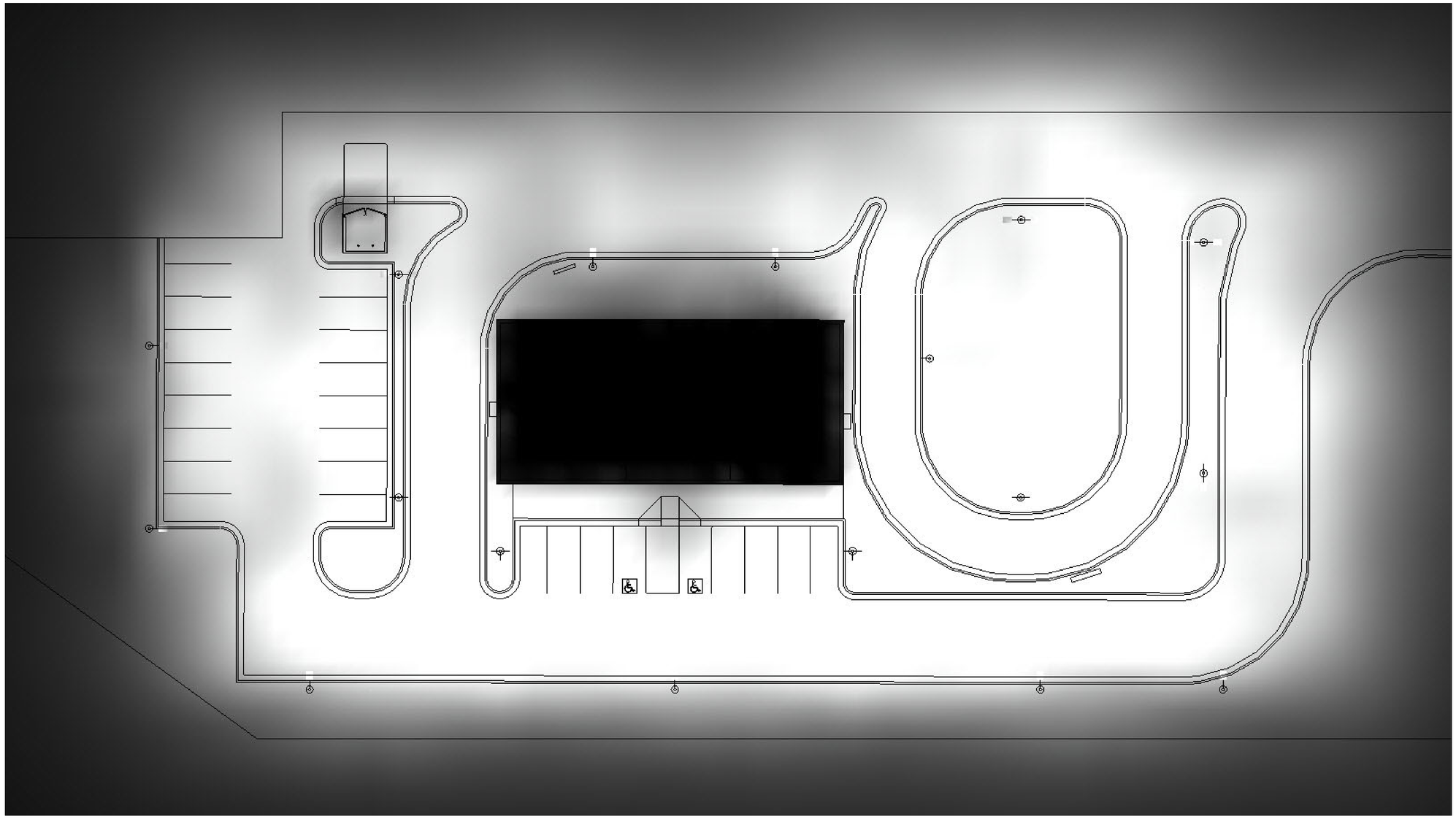
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PROJECT NAME:
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Calculation Summary							
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FULL AREA CALC	Illuminance	Fc	1.40	10.7	0.0	N.A.	N.A.
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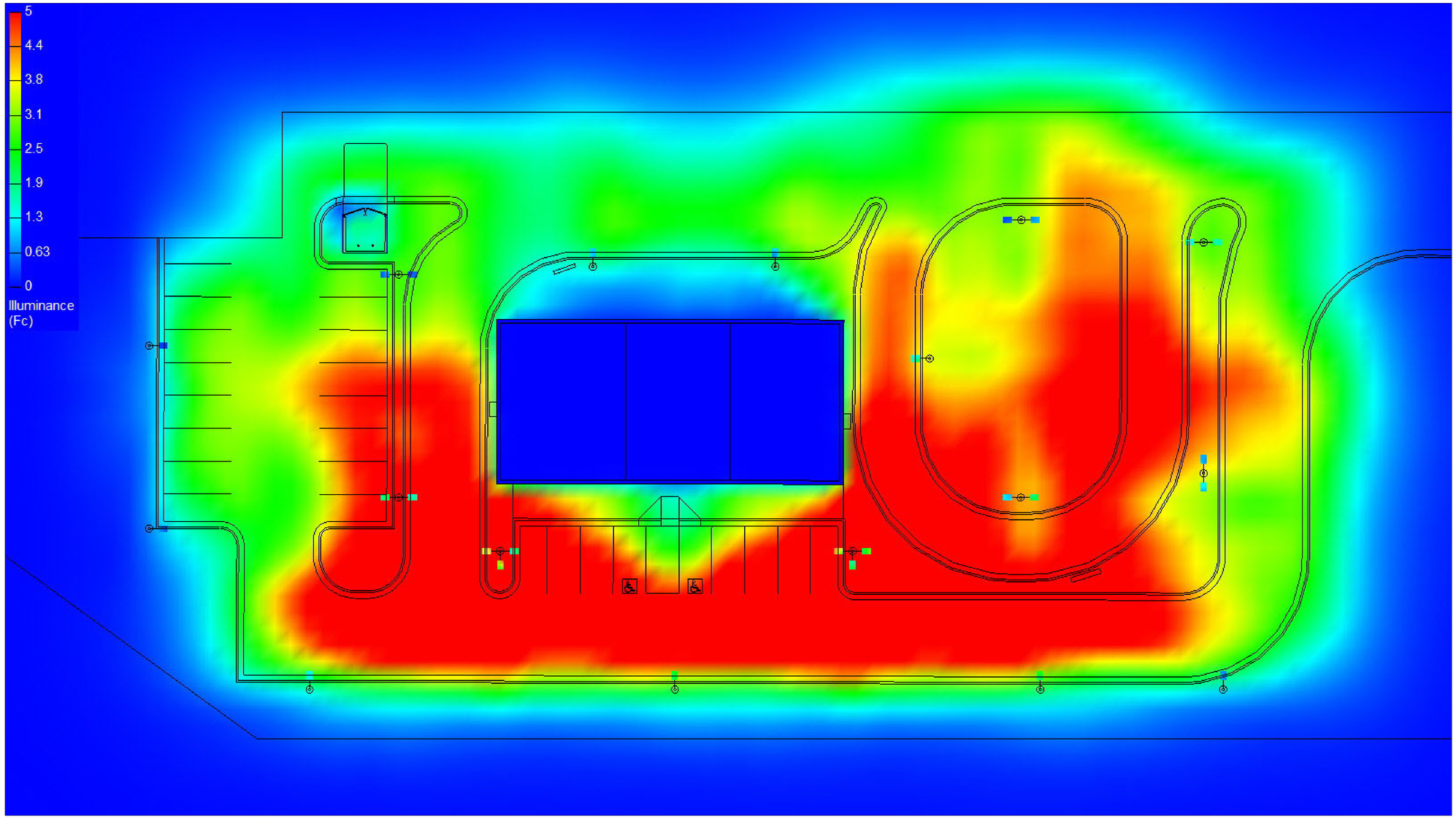
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M-96

15 MILE RD

M-96



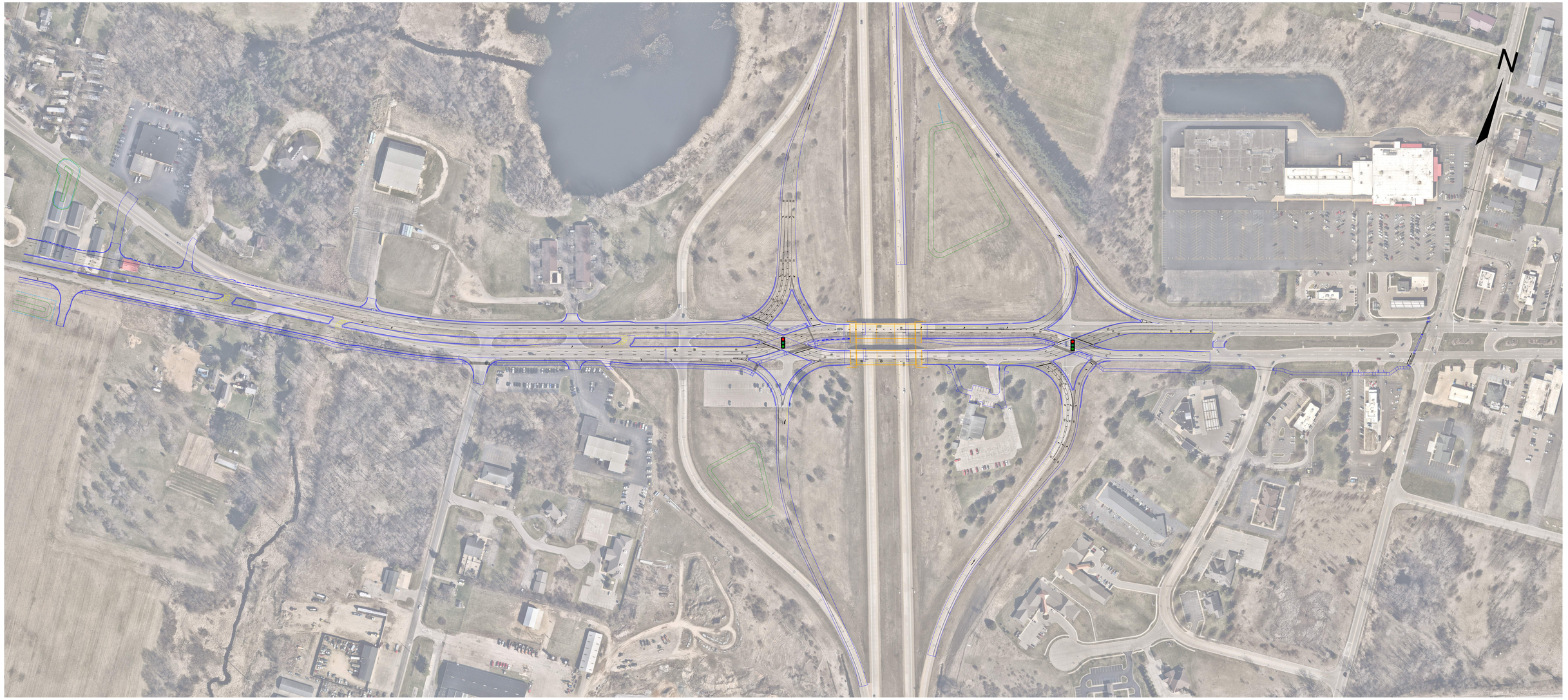
M-96

15 MILE RD

I-69

WEST DR

M-96



M-96

15 MILE RD

I-69

WEST DR

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

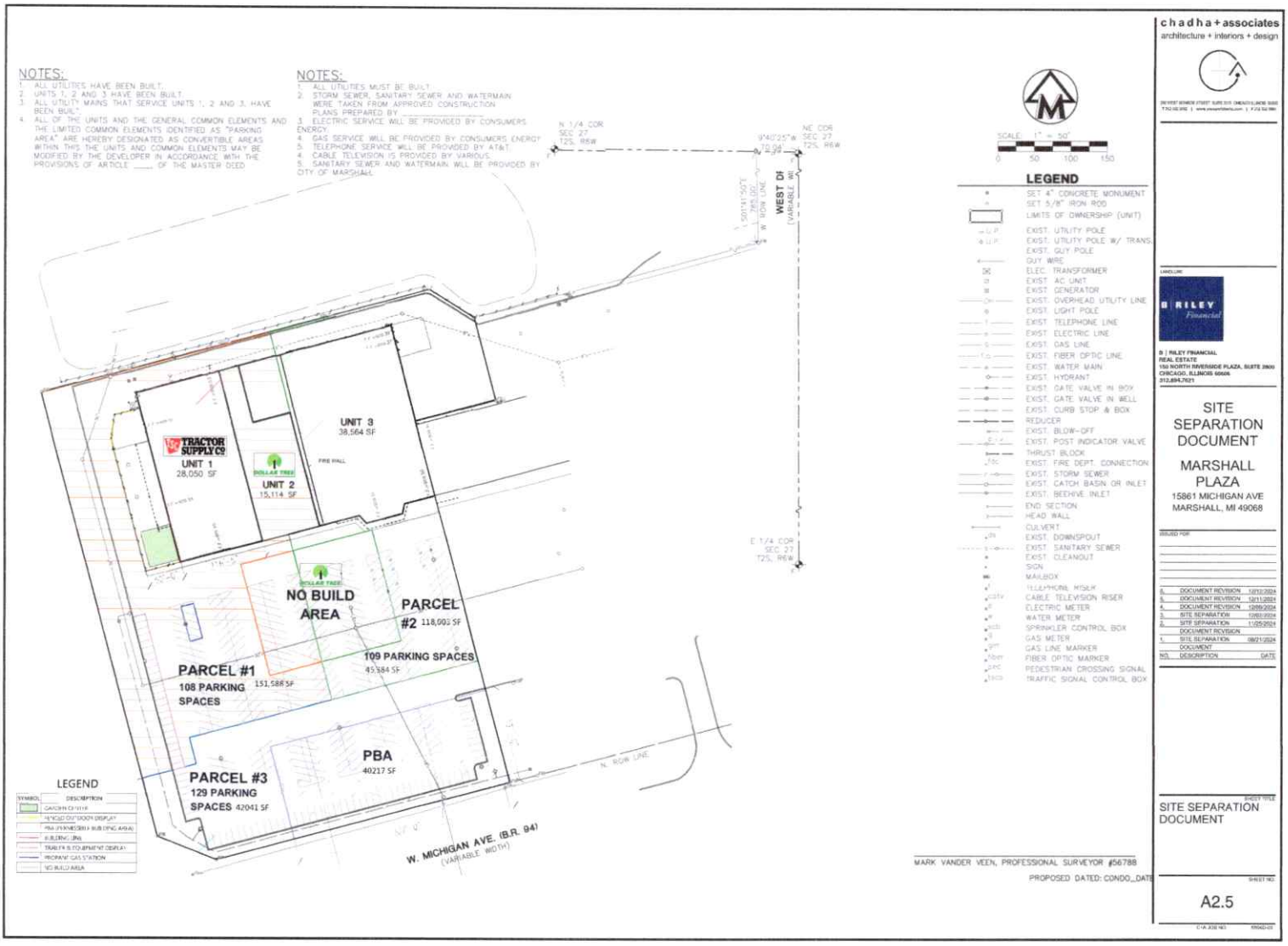
Commencing at the NE corner of Section 27, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N89°35'29"W 70.70 feet along the North line of said Section 27; thence S01°41'50" E 782.63 feet along the West right-of-way line of West Drive (Variable Width); thence S74°49'36"W 590.00 feet to the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

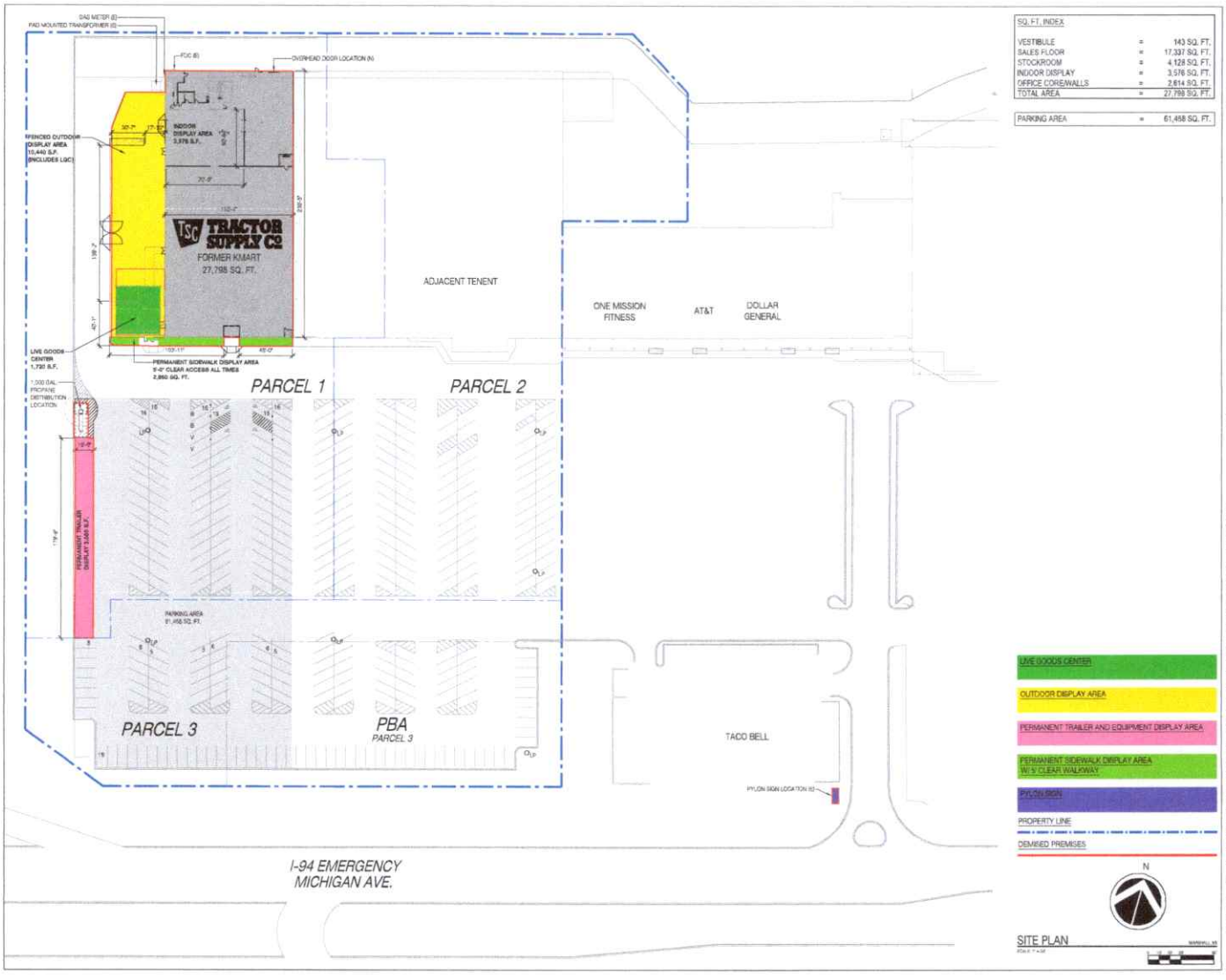
thence S15°10'24"E 115.00 feet;
thence S74°49'36"W 113.67 feet;
thence S15°10'24"E 337.98 feet;
thence S74°49'36"W 207.25 feet;
thence N15°10'24"W 232.66 feet;
thence N74°49'36"E 43.60 feet;
thence N15°00'02"W 239.36 feet;
thence S74°50'54"W 53.05 feet;
thence N15°10'24"W 33.95 feet;
thence N74°49'36"E 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 678.94'
WEST DR (VARIABLE WI)
S 00°41'50"E 785.00'
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:
NO. DESCRIPTION DATE
5. DOCUMENT REVISION 12/12/2024
4. DOCUMENT REVISION 12/11/2024
3. DOCUMENT REVISION 12/09/2024
2. SITE SEPARATION 12/02/2024
1. SITE SEPARATION 11/25/2024
DOCUMENT REVISION
SITE SEPARATION 08/21/2024
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: 326
Date: 10.05.2021
Revisions:
Revisions:
Revisions:

SITE PLAN

Sheet Number: AS1.0

LAW OFFICES
ABBOTT, THOMSON, MAULDIN, PARKER, BEER & LINDSEY, PLC

WILLIAM M. ABBOTT
KEVIN M. THOMSON
KURT J. PARKER
BRENDON R. BEER
RICHARD C. LINDSEY, JR.

405 SOUTH JACKSON STREET
POST OFFICE BOX 450
JACKSON, MICHIGAN 49204-0450
(517) 787-8570
FAX: (517) 787-8571

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

ZONING ADMINISTRATOR'S REPORT

SPECIAL LAND USE APPLICATION

JPC (CITY OF MARSHALL AND MARSHALL TOWNSHIP)

PROPERTY ADDRESS: 15855 W MICHIGAN AVE
MARSHALL, MI 49068

PARCEL #: 53-002-592-03

ZONING DISTRICT: B-4 Regional Commercial District

APPLICANT: Vick Patel
219 Claremont Dr
Naperville, IL 60540
630-577-7391

OWNER: Sanjeev Khatau
219 Claremont Dr
Naperville, IL 60540
630-544-0192

Raina Marshall LLC
219 Claremont Dr
Naperville, IL 60540
630-577-7391

REQUEST: Special Land Use Permit to construct a 4,000 square foot (3) tenant building featuring Jimmy John's on one end and a Dunkin on the other, each with its own drive thru. The center space of approximately 1,000 square feet is reserved for a yet-to-be-determined tenant.

ZONING ADMINISTRATOR'S COMMENTS:

SECTION OF CITY OF MARSHALL ZONING ORDINANCE BEING APPLIED:

Article 3 B-4 Regional Commercial District
Section 3.1.10.C. Special Land Use
ii. Restaurant with accessory drive-through facilities
Article 4, Use Standards
Section 4.14 Drive-in and Drive-through Facilities
Article 6 Development Procedures
Section 6.2 Special Land Uses

This is a legally conforming lot in the B-4 District:

Minimum Lot Area – None specified LOT AREA 1.81 ACRES
Minimum Lot Width – 100 ft APPROXIMATELY 415 FEET OF FRONTAGE ALONG W MICHIGAN AVE (M96)

The following items must be submitted for a SLU application to be complete:

A plot plan showing property boundaries and legal description DEPICTED
Existing structures, uses and zoning on the subject and adjacent properties PROVIDED BY CITY OF MARSHALL ZONING ADMINISTRATOR IN ZA REPORT
Location of all abutting streets, easements, and similar public areas DEPICTED INCLUDING ADDITIONAL EASEMENT FOR PARKING AND LOADING AND UNLOADING.
Proposed compliance plan (if applicable) including hours, signs, parking, etc. NO PROPOSED COMPLIANCE PLAN WAS SUBMITTED BUT WILL BE PRESENTED AT SITE PLAN REVIEW. TYPICAL HOURS OF OPERATION WERE PROVIDED BY CITY OF MARSHALL ZONING ADMINISTRATOR. JJ 10AM-10PM/DD 5AM-10PM. PARKING AND SIGNAGE TO BE REVIEWED AT SITE PLAN REVIEW.

6.2 SPECIAL LAND USES

3. Required Information. Every application shall be accompanied by the following information and data:

A. Application and ownership information:

i. The applicant's name and address. DEPICTED
ii. A statement that the applicant is the owner of the property, acting on the owner's behalf, or a statement as to the nature of the applicant's interest in the property. NO STATEMENT PROVIDED. VICK PATEL SIGN THE SPECIAL LAND USE APPLICATION AS APPLICANT AND SANJEEV KHATAU SIGNED THE APPLICATION AS OWNER.
iii. The name, address and current phone number of the owner of record, if the applicant is not the owner of record. SANJEEV KHATAU SIGNED THE SPECIAL LAND USE APPLICATION AS OWNER AND PROVIDED ADDRESS AND PHONE NUMBER. THE SITE PLAN APPLICATION DEPICTS RAINA MARSHALL LLC AS THE OWNER OF THE PROPERTY BEING DEVELOPED. VICK PATEL/CDO SIGNED THE SITE PLAN REVIEW APPLICATION AS OWNER.
iv. The address and parcel number of the property. THE ADDRESS ON THE SPECIAL LAND USE APPLICATION IS CORRECT. PARCEL NUMBER WAS NOT NOTED ON THE APPLICATION. THE ADDRESS ON THE SITE PLAN REVIEW APPLICATION IN INCORRECT.

B. Submittal of a site plan with any special use application, subject to the standards of Section 6.3. SITE PLAN REVIEW APPLICATION SUBMITTED TO INCLUDE CIVIL AND SITE PLAN DRAWINGS. REVIEWING FOR ADMINISTRATIVE COMPLETENESS.

C. A detailed use statement describing all proposed activities for which the building and lot will be used, including proposed hours of operation, building capacity, and other characteristics of the use(s). ANY NEW/ADDITIONAL LAND USE FOR THIS PARCEL MUST BE A PERMITTED USE OR A SPECIAL LAND USE, WHICH WOULD REQUIRE SUBMISSION OF A SLU AND SITE PLAN REVIEW APPLICATION FOR APPROVAL. TYPICAL HOURS OF OPERATION PROVIDED BY ZA. ACTUAL HOURS OF OPERATION TO BE PROVIDED AT SITE PLAN REVIEW. TOTAL AND INDIVIDIAL BUILDING CAPACITY TO BE PROVIDED AT SITE PLAN REVIEW.

D. The Planning Commission may require an analysis of the planning implications of the proposed use (s) or development. The analysis shall be carried out by planning, design,

engineering and appraisal professionals and shall include, but need not be limited to the following topics:

i. An analysis of the potential impacts of the proposed use(s) on abutting uses and the surrounding neighborhood, along with a description of proposed mitigation measures to address these impacts.
ii. Estimated population holding capacity and a brief analysis of the age structure of the estimated population for any residential land uses to be included in the proposed development, and a general description of the scope of any impacts on community facilities such as schools and parks.
iii. A traffic analysis that relates the trip-generating capacity of the proposed development to existing and projected traffic volumes and patterns on surrounding streets.
iv. An environmental assessment.
v. An analysis of project impact on municipal services and public utilities, including capacity in relation to proposed development, improvements necessitated by development and proposed means of financing needed improvements.

10. Standards for Special Use Approval. Special land uses shall conform to all applicable requirements of this subchapter and Chapter. Approval of a special condition use shall be based upon the determination that the proposed use complies with all applicable requirements of this Chapter, and all of the following standards as deemed applicable to the use by the Planning Commission:

A. The proposed use shall be in accordance with the City Master Plan and the intent and purpose of this subchapter.

B. A documented and immediate need exists for the proposed use within the community.

C. The use is compatible with adjacent uses and the existing or intended character of the surrounding neighborhood, and will not have an adverse impact upon or interfere with the development, use or enjoyment of adjacent properties, or the orderly development of the neighborhood.

D. The proposed use shall be designed, constructed, operated and maintained so as to be compatible with the use of adjacent lands.

E. The proposed use shall be compatible with the natural environment.

F. The proposed use shall be adequately served by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewage facilities and schools.

G. The proposed use shall not involve activities, processes, materials and equipment or conditions of operation that will be detrimental to public health, safety and welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or unreasonable or offensive odors.

15. Amendment of a Special Land Use Permit.

A. Any person or agency that has been granted a special land use permit shall notify the Zoning Administrator of any proposed amendment to the special land use permit. The

Zoning Administrator shall notify the Planning Commission in writing of the amendment. A copy of said amendment shall be placed in the original special use permit file. Amendments to a special land use permit shall be subject to the same review and approval procedures and standards as a new application for special land use approval.

B. A major amendment to a special land use permit shall comply with the filing procedures contained in sections herein. An expansion or increase in intensity of use shall constitute a major amendment to a special land use permit. A major amendment to a permit may consist of, but shall not be limited to, the following actions:

i. The addition of land to the legal description of original permit;
ii. The establishment of another use or uses; and/or
iii. The addition of more dwelling units.

ADDITIONAL COMMENTS:

To meet the parking requirements for this use, additional common area parking spaces have been provided through an easement to the adjacent parcel to the north. This may cause pedestrians to cross over the drive-thru lanes to access the building. No pedestrian crosswalk was depicted or addressed.

Loading and unloading area is on the adjacent parcel to the north. This will require deliveries to be unloaded on the opposite side of the drive-thru and carried across the drive-thru lanes to access the buildings. No pedestrian or other type of crosswalk was depicted or addressed.

Traffic circulation exiting at the JJ drive-thru lane and entering at the DD drive-thru lane presents concerns for traffic flow.

Article 5.0 Site Standards, Section 5.14.7.D. Drive-thru lanes where vehicle stacking and waiting occur shall not be permitted in the front yard.

Site Plan Review will be conducted per Article 6.0 Developmental Procedures, Section 6.3 Site Plan Review.

Shelli Briggs
Zoning Administrator

10/10/25
Date

December 18, 2025

Marguerite Davenport, P.E.
Director of Public Services
City of Marshall
323 W Michigan Avenue
Marshall, MI 49068

RE: Marshall Plaza – 15861 W Michigan, Marshall, MI
Preliminary Storm Water Review

Mrs. Davenport:

We have reviewed the following preliminary details relevant to the Marshall Plaza site at 15855 W Michigan Ave, per your request:

- 45122 Preliminary Engineering 07-25-2025.pdf
- 15861 W Michigan Ave Site Plan.pdf
- 15861 W Michigan Ave Civil.pdf
- Email correspondence from you to Vick Patel and Mason Brown send 11/12/2025
- Email response from Vick Patel dated 11/12/2025
- Declaration of Easement, Liber 1227, Page 976
- First Modification of Declaration of Easement, Liber 1549, Page 365
- Grant of Easement, Liber 1558, Page 955
- Second Modification of Declaration of Easement, Liber 1559, Page 897
- Supplemental Reciprocal Easement and Restriction Agreement, Liber 3970, Page 68

In your correspondence to Vick Patel and Mason Brown, you reiterated the following items (1-5) outstanding from a prior meeting. Our comments are in sub-bullets under each item. One overarching point to consider is that neither the supplemental agreement nor any of the original documents specifically mention the ability for stormwater to be conveyed across separate parcels or to be discharged to the stormwater retention parcel. No basis of design has been provided for the existing pond, and that will need to be designed to prove the ability for the existing basin to accept the runoff from any new developments. If the developers/owners are aware of the location of language affording said ability within any document, they should provide it and specifically point it out so it can be verified for compliance. If such a document does not exist or cannot be located, a stormwater management plan will need to be developed based on best available information, including survey, as-built documentation, and current county and city stormwater standards.

1. Provide agreement for proposed development to discharge stormwater across private property to the entire centralized stormwater basin.
    1. We feel this **is not** satisfied.
    2. The Declaration of Easement as recorded in Liber 1227, page 976, allows for connection to underground utilities on other properties. Although it may be practically assumed that allowing connection to underground utilities would imply permission to discharge stormwater to storm sewer on another property, we feel this should be explicitly stated and that limitations on flow rate should be specified. This could be addressed in a separate stormwater management plan, agreed to by all relevant property owners.
    3. Although the Supplemental Reciprocal Easement and Restriction Agreement addresses certain rights and obligations to operate, maintain, repair, or replace underground utility lines and the stormwater basin, we have not identified language granting rights *in perpetuity* to convey stormwater across another private property.
2. 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.
    1. We feel this **is not** satisfied.
    2. Similar to Item 1, we have not identified language granting rights in perpetuity to convey stormwater to the centralized stormwater basin.
3. 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.
    1. We feel this **is** satisfied.
    2. The Supplemental Reciprocal Easement and Restriction Agreement stipulates that each party is responsible for maintenance, repair, and replacement of improvements on its parcel at its own expense. In the case of the basin itself, as well as other related improvements and facilities *located on the Retention Parcel*, costs of those improvements are defined in the Agreement.
4. 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).
    1. We feel this **is** satisfied.
    2. Liber 1558, Page 956 grants an ingress/egress easement for access to the basin.
5. Provide copy of the stormwater management plan for the centralized basin.
    1. We feel this **is not** satisfied.
    2. Although the Declaration of Easement and subsequent supplements/modifications describe rights and obligations relevant to utilities including storm sewer and the retention basin, these documents lack the detail necessary to understand the capacity and functionality of the pond or storm sewer(s). As such, there is no indication how much capacity is available or designated for each property's use.
    3. A copy of the management plan will be needed to show the existing pond is sufficiently sized for any new developments. If there is no existing basis of design, one will need to be developed to prove that the existing system is sufficient.

We hope the feedback provided proves useful as the City works with the developer to move this project forward. If you have any further questions, comments, or concerns, please feel free to reach out to us at the phone numbers listed below.



James T. Van Dyke, P.E.
Project Engineer
Phone: (616) 614-3124
Email: james.vandyke@spicergroup.com



Kevin J. Wilks, P.E.
Regional Manager
Phone: (616) 550-7837
Email: kevinw@spicergroup.com

SPICER GROUP, INC.
2464 Byron Station Dr SW
Byron Center, MI 49315

CC: Spicer File 135195SG2023

ITEM: 9.A

ADMINISTRATIVE REPORT

TO: HONORABLE COMMISSION MEMBERS
FROM: Marcia Strange, Director of Community Development
DATE: January 13, 2026
SUBJECT: Receive and Consider Site Plan #SP25-004 - Dunkin' Donuts and Jimmy John's

ITEM: 9.B

ADMINISTRATIVE REPORT

TO:	HONORABLE COMMISSION MEMBERS
FROM:	Marcia Strange, Director of Community Development
DATE:	January 13, 2026
SUBJECT:	Set Public Hearing - Planned Signage Package - Family Fare

CITY OF MARSHALL, MICHIGAN

ORDINANCE #2025-3

PREAMBLE

AN ORDINANCE TO AMEND CITY OF MARSHALL ZONING CODE, REPEAL OF CHAPTER 5.0 SITE STANDARDS, SECTION 5.1, SIGNS, THE ADDITION OF ARTICLE 9, SIGNS, TO REPEAL ANY ORDINANCES IN CONFLICT THEREOF, AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

THE CITY OF MARSHALL HEREBY ORDAINS:

Section 1. Title and Purpose. This Ordinance shall be titled as the "Sign Ordinance Revision."

The purpose of this ordinance is to amend the City of Marshall Zoning Ordinance through a revision of the sign ordinance. The ordinance will result in the deletion of Section 5.1 and the addition of Article 9, Signs.

Section 2. Repeal Section 5.1- Signs. That **Chapter 5.0, Site Standards** of the Marshall City Zoning Code be amended as follows, Section 5.1, Signs is hereby repealed.

Section 3. Addition of Article 9- Signs. That Article 9.0, Signs be added to the Marshall City Zoning Code as follows:

9.01 Intent

These regulations establish rules and standards for the construction, location, maintenance and removal of privately-owned signs. Directional, emergency, or traffic-related signs owned by the city, county, state or federal government agencies are not regulated by this Section. The execution of these regulations recognizes that the purpose of this Chapter is to protect the interest of public health, safety and welfare and to ensure the maintenance of an attractive physical environment while satisfying the needs of sign users for adequate identification, communication and advertising. To achieve such purposes, the following objectives shall be applied for this Chapter and any future additions, deletions and amendments:

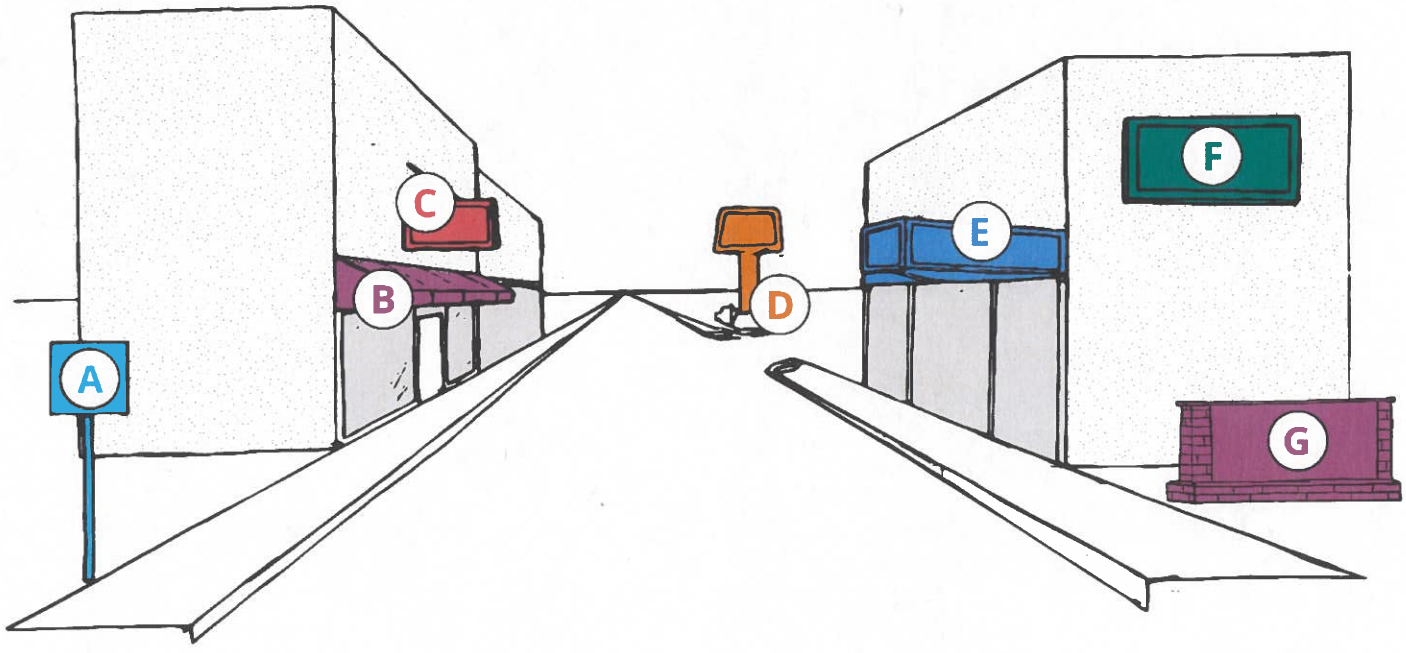
1. **General.** Ensure that signs are located, designed, constructed, installed and maintained in a way that protects life, health, morals, property and the public welfare.
2. **Public Safety.** Protect public safety by prohibiting signs that are structurally unsafe or poorly maintained; that cause unsafe traffic conditions through distraction of motorists, confusion with traffic signs, or hindrance of vision; and that impede safe movement of pedestrians or safe ingress and egress from buildings or sites.
3. **Protect Aesthetic Quality of Districts and Neighborhoods**. Prevent blight and protect aesthetic qualities by preventing visual clutter and protecting views, preventing

intrusion of commercial messages into non-commercial areas, and eliminating signs and sign structures on unused commercial properties. Also, to avoid glare, light trespass and skyglow through a selection of fixture type and location, lighting technology and control of light levels.

4. **Content.** Respect constitutional rights and to allow signs as a means of communication.
5. **Reduce Conflict.** Reduce conflict among signs and between public and private information systems.
6. **Business Identification.** Allow for adequate and effective signage for business identification and other commercial speech, non-commercial speech and dissemination of public information, including but not limited to, public safety information and notification as may be required by law.
7. **Foster Economic Development.** Ensure that signs are located in a manner that does not cause visual clutter, blight and distraction, but rather promotes identification and communication necessary for sustaining and expanding economic development in the City.
8. **Recognize Unique Areas.** Acknowledge the unique character of certain districts and establish special time, place and manner regulations that reflect the unique aesthetic, historical and/or cultural characteristics of these areas.

9.02 Definitions

Common Sign Types Illustration



A Directional Sign
B Awning
C Projecting Sign
D Pylon/Pole Sign
E Marquee Sign
F Wall Sign
G Ground Sign

1. **Sign.** Any surface, device, letter, word, model, balloon, pennant, insignia, emblem, logo, icon, painting, placard, poster, flag or representation, illuminated or non-illuminated,

which is visible from a public place, including, but not limited to, highways, streets, alleys or publicly-owned property, or is located on private property and exposed to the public, which directs attention to a product, service, place, activity, person, institution, business or constitutes a solicitation. For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

2. **Abandoned Sign.** A permanent sign erected on a property in conjunction with a particular use which has been discontinued for a period of 180 days or longer or a sign with content pertaining to a time, event or purpose which no longer applies.
3. **Address Sign.** A sign depicting the street number of the property on which it is located.
4. **Animated Sign.** A changeable copy sign where the information conveyed changes more than once per minute. Any sign that uses movement, projection, or change of lighting, LED, or other electrical impulses to depict action, moving pictures, or create a special effect.
5. **Awning.** A roof-like cover, typically constructed of canvas, vinyl or similar fabric stretched over a framework, that projects from the wall of the building for the purpose of shielding a doorway, a window or pedestrians from the elements.
6. **Awning Sign**. A permanent sign painted on, printed on or attached flat against the surface of an awning.
7. **Balloon Sign**. A type of portable sign filled with air or gas.
8. **Banner Sign**. A temporary sign constructed of cloth, fabric or other similar material with or without a structural frame. A national flag of the United State of America, the State of Michigan flag, the City of Marshall municipal flag, the official flag of any religious, institutional or business establishment, or displays for holidays or public events shall not be considered banner signs.
9. **Barber Pole Sign**. A permanent sign attached to the building in a vertical cylinder shape with moving and/or alternating colors.
10. **Base.** The bottom portion of a permanent sign that is typically required for support.
11. **Billboard Sign.** A permanent sign which identifies a use or advertises products and services not available on the site or parcel on which the sign is located.
12. **Changeable Copy Sign**. A permanent sign, electrical or non-electrical, on which the copy changes automatically or is designed to allow the copy to be changed manually while the surface of the sign remains unchanged, such as electronic time and temperature units or reader boards with changeable letters. A sign on which the copy changes more than once per minute shall be considered an animated sign.
13. **Construction Sign**. A temporary sign located on a parcel with a current building permit on which construction is occurring.
14. **Directional Sign.** A temporary or permanent sign that displays a message related to a product, activity, event or service and commonly includes an arrow or other directional means to assist in determining a correct route to an entrance, event or parking area.
15. **Double Faced Sign.** Signs with two (2) parallel or nonparallel sign surfaces not more than twenty-four (24) inches apart at any point on the opposite face.
16. **Dwell.** Time a sign is to be motionless for a certain interval during operation.

17. **Electronic Illuminated Changeable Copy Signs**. A type of changeable copy sign consisting of LED or other light sources used for electronic screens where digitally formatted displays are presented as changeable copy.
18. **Feather (or Flutter) Sign.** Any sign that is comprised of material that is suspended or attached in such a manner to a pole or stake as to attract attention by waving, moving or fluttering from natural wind currents. It also includes similar signs that do not move or flutter.
19. **First Floor Building Area**. On a single-story building, the area of an exterior building wall below the roof or eave line. On multi-story buildings, the area of an exterior building wall below the first-floor cornice or window sill of the second-floor window if no cornice is present.
20. **Flag Sign.** A permanent or temporary sign made of a rectangular piece of fabric of distinctive design used as a symbol or signaling device that includes the official insignia or flag of the United State of America, the State of Michigan the City of Marshall or that of any religious, institutional or business establishment.
21. **Freestanding Sign.** A permanent sign attached to or supported by a post(s), pole(s), base or the like and not attached to a building. Freestanding signs include pylon and ground signs.
22. **Ground Sign.** A sign extending upward from grade that is attached to a permanent foundation for a distance of not less than fifty (50) percent of its length, and which may be attached or dependent for support from any pole, posts or similar uprights provided such supports are concealed within the sign structure.
23. **Historical Marker.** A sign, monument or marker designating a location or structure of historical significance, on a site approved by the city, state or federal government is exempt from regulation by this Chapter.
24. **Maintenance.** The cleaning, painting, repair or replacement of defective parts of a sign in a manner that does not alter the basic copy, design or structure of the sign.
25. **Marquee.** Any permanent roof like structure projecting from a building or extending along and projecting beyond the wall of the building generally designed and constructed to provide protection from weather.
26. **Marquee Sign.** A permanent sign attached to any part of a marquee other than the roof.
27. **Mural.** A permanent design or representation painted or drawn on a wall that does not advertise a business, product, service or activity.
28. **Nameplate Sign.** A permanent sign affixed to the wall of a building or incorporated into the façade of the building. Examples include, but are not limited to, the name of the building and date of construction or opening.
29. **Nonconforming Sign.** A temporary sign or permanent sign which lawfully existed at the effective date of this Chapter, or any amendment thereto, does not conform to all of the current requirements of this Chapter.
30. **On-Premises Sign.** A temporary sign or permanent sign which pertains to the use of the premises on which it is located.
31. **Pennant Sign**. A sign, with or without a printed design or text, made of flexible materials suspended from one (1) or two (2) corners, used in combination or on a cable or other similar support with other such signs to create the impression of a line.

32. **Permanent Sign**. Any sign of durable material permanently anchored or secured to a building, accessory structure or the ground.
33. **Portable Sign.** A temporary sign designed to be moved from place to place, whether or not it is attached to the ground or a structure.
34. **Projecting Architectural Feature.** Elements such as cornices, eaves and overhangs, canopies, porches, bay windows and chimneys that are attached to or project out from the main building walls below the roof.
35. **Projecting Sign.** A permanent sign attached to a building which extends from the building toward the street.
36. **Pylon (or Pole) Sign.** A sign supported by one (1) or more poles, posts, braces or pylons located in or upon the ground and not attached to a building.
37. **Roof Sign.** A temporary sign or permanent sign erected upon, against or directly above a roof or on top of or above the parapet of a building, or signs where any portion of the sign extends above the roof of the building where the sign is located. Projecting architectural features, as defined in this Chapter, shall not be considered part of the roof.
38. **Sandwich Board Sign.** A temporary sign containing two (2) separate faces which are attached to one another at the top by one (1) or more hinges or fasteners and which when placed upon the ground will stand upright without any additional support.
39. **Sign Copy.** Any written characters, emblems, logos, images or projections meant to promote, advertise, or otherwise call attention to a business, cause, location, organization or event.
40. **Snipe Sign.** An off-premises sign that is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, fences or to other objects.
41. **Temporary Sign**. A sign erected for ninety (90) days or less for a specific purpose or event, which is not intended to be permanent, and is not otherwise defined in this Article.
42. **Wall Sign**. A permanent sign painted on, incorporated in or attached directly to a building wall, window or projecting architectural feature with the exposed face of the sign in a plane parallel to the building wall, window or projecting architectural feature. A mural shall not be considered a wall sign.
43. **Warning Sign.** See incidental sign.
44. **Water Tower Sign.** A permanent sign attached to a water tower.
45. **Window Sign.** A temporary sign or permanent sign; picture, symbol or combination thereof that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.
46. **Yard Sign**. A sign of relatively impermanent construction manually placed in a yard and typically intended to announce or advertise an infrequent event such as, but not limited to, a garage sale; or to support a political candidate or political position; or the sale or rental of real property.

9.03 General Sign Regulations

1. **General Requirements.** The following regulations shall apply, unless otherwise specifically stated in this Chapter, to all signs erected or located in any zoning district within the City.
   A. All signs shall conform to all applicable codes and ordinances of the City, and where required, shall be approved by the Zoning Administrator or their designee according to the requirements of Section 9.15.
   B. Signs not visible from any street, alley or publicly-owned property are exempt from the provisions of this Chapter and do not require a sign permit.
   C. A sign shall not be placed in, upon or over any public street, public right-of-way, alley or other publicly-owned land, except as otherwise expressly permitted by this Chapter.
   D. Only signs established and maintained by the City, county, state or federal governments, or expressly permitted by this Chapter shall be permitted in a public street right-of-way, dedicated public easement or upon publicly-owned land.
      i. Other government agencies may be allowed to erect temporary signs within a public street right-of-way, dedicated easement or upon publicly-owned land with approval by City Manager or designee.
   E. No public or commercial pole, utility pole or other supporting member located in a public right-of-way shall be used for the placement of any sign unless specifically designed and approved for the use.
   F. No sign shall be located on or attached to any tree or other natural feature.
   G. A sign shall not be erected in any place where it may, by reason of its position, shape, color or other characteristic, interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device, obstruct the view of any intersection or entrance to any public street or alley, or constitute a public nuisance.
   H. No sign shall employ animated or moving parts, except as otherwise permitted in this Section.
   I. No sign shall employ any flashing, moving, oscillating, blinking or variable intensity light; except as otherwise provided for in this Chapter.
   J. No sign shall exhibit statements, words or pictures of an obscene or pornographic nature.
   K. No sign shall emit a sound, odor or visible matter such as smoke or vapor.
   L. All signs, except billboards, with a sign height of greater than two (2) feet shall be set back the lesser of three (3) feet from a street right-of-way line or fifteen (15) feet from any front, side or rear property line unless attached to a building or permitted within the public street right-of-way.
   M. Signs affixed to the ground shall not obstruct vision above a height of two (2) feet from the established street grades within a clear vision zone. A clear vision zone is the triangular area formed by the intersection of any street right-of-way lines and a point along each right-of-way line twenty-five (25) feet from the point of the intersection.

N. All signs, except directional signs, awning signs, wall signs and window signs, must be set back fifteen (15) feet from the intersection of the edge of an access drive and a street right-of-way line.
O. Signs required by any federal, state or municipal statute or ordinance shall be exempt from the provisions of this Chapter and shall not be included when calculating sign area.
P. Abandoned signs shall be removed or put into service. Removal of such signs shall include removal of the poles and/or supports. If the property upon which the sign is located is vacant and the previous use is abandoned, the entire sign (including above-ground base, height, poles, size, wires, panels and any other element) shall be removed within thirty (30) days of the property becoming abandoned.
Q. A minimum ten (10) foot horizontal separation shall be maintained between any sign and any overhead utility. The nearest part of any sign, including support structures shall be at least four (4) feet from any electrical conductor, electric light pole, road lamp, traffic light or other public utility pole or standard.

2. **Substitution.** Any commercial message lawfully established on a sign may be replaced with a non-commercial message provided that the regulations of this Article are otherwise met.
3. **Historic Painted Signs.** A historic business sign that was previously painted on the side(s) of a building prior to adoption of this ordinance shall be permitted to remain and to be maintained in its original design, colors and materials. A historic painted sign shall not be altered without the approval of the Zoning Administrator.

9.04 Signs Not Requiring a Permit

The following signs shall be permitted without a permit, pursuant to the applicable regulations in this Section:

1. **Address Signs.** Address signs shall comply with the requirements of Chapter 95 and shall be visible and legible from the right-of-way.
2. **Permanent directional signs**. Permanent directional signs are permitted in non-residential zoning districts.
   A. The maximum height of an on-premises directional sign shall be six (6) feet.
   B. The number of directional signs per parcel shall not exceed five (5).
   C. Permanent directional signs shall not exceed four (4) square feet in area.
3. **Flag Signs.** Flag signs are permitted in all zoning districts.
   A. Flag signs shall not exceed forty (40) square feet in residential districts.
   B. Flag signs shall not exceed eighty (80) square feet in commercial or industrial zoning districts.
   C. Flag signs shall be displayed in one (1) of two (2) ways:
      i. Affixed to a permanent pole affixed to the ground. Pole shall not exceed twenty-five (25) feet in height.
      ii. Affixed to a permanent or temporary pole that is attached to a mounting point on the ground floor exterior wall of a building. Where such a flag sign extends

over a sidewalk, there shall be not less than eight (8) feet of clearance from the lowest part of the flag to the surface of the sidewalk.

iii. Flag signs shall be maintained in good condition.

iv. Up to three (3) flag signs are permitted per parcel, provided that in no case shall the total area of all flag signs exceed 160 square feet.

4. **Murals.** Murals are permitted in the B-2, B-3, B-4 and POSD districts, as well as the River District overlay district.
5. **Nameplate Signs**. Nameplate signs are permitted in all districts.
   A. Nameplate signs shall not exceed two (2) square feet in area.
   B. Nameplate signs shall be mounted on the ground floor of the façade where the primary entryway is located.
6. **Sandwich Board Signs**. Sandwich board signs are permitted in the B-2, B-3, B-4 and HCHSD districts and do not require a sign permit. Sandwich board signs must meet the following standards:
   A. One (1) sandwich board sign shall be permitted per business in a building, provided that the spacing standards below are met.
   B. Sandwich board signs shall not exceed twelve (12) square feet in area per side.
   C. The height of a sandwich board sign shall not exceed four (4) feet.
   D. The width of a sandwich board sign shall not exceed three (3) feet.
   E. Sandwich board signs shall not be illuminated.
   F. Sandwich board signs shall be located a minimum of three (3) feet from the back of curb of the adjacent street or maneuvering lane.
   G. Sandwich board signs shall not impede pedestrian access to buildings or interfere with pedestrian movement on a public sidewalk.
   H. Sandwich board signs shall not be moored or anchored to any object but shall be designed or weighted to prevent instability or movement by wind or other natural forces.
   I. Sandwich board signs shall be placed as near to the entryway of the promoted establishment as possible, and not further than ten (10) horizontal feet from the center of the entryway, as measured along the building façade.
   J. Sandwich board signs shall be permitted only during operating business hours or from the hours of 8:00am to 10:00pm, whichever is less, and must be stored inside when the establishment is not open to the general public.
   K. Sandwich board signs shall not include moving parts or attachments, including, but not limited to, balloons, pinwheels, streamers, pennants, flags or similar adornments.
   L. Sandwich board signs must be professionally constructed of weather-proof, durable material and kept in good repair.
7. **Temporary Signs**. Temporary signs do not include banners, yard signs, construction signs, prohibited signs, or other sign types otherwise defined in this Article.
   A. Temporary Signs in Residential Districts.
      i. Temporary signs, shall not exceed three (3) feet in height.
      ii. Properties with a principal residential use may erect a single temporary sign not exceeding six (6) square feet in area.

iii. Properties with non-residential use may erect one (1) temporary sign per frontage. The total area of all temporary signs displayed concurrently on one (1) parcel shall not exceed twenty-four (24) square feet.
iv. Temporary signs shall not be placed on the exterior wall of a residential structure or accessory structure.

B. Temporary Signs in Non-Residential Districts.
i. Temporary signs shall not exceed six (6) feet in height.
ii. No temporary sign shall exceed six (6) square feet in area.
iv. The total area of all temporary signs displayed concurrently on one (1) parcel shall not exceed thirty-two (32) square feet. Temporary signs shall not be placed within the clear vision triangle.

8. **Feather Signs**. Feather or Teardrop signs are temporary signs permitted in residential districts for less than 48 hours and less than 90 consecutive days in commercial districts. Feather signs must meet the following standards:
A. No more than one (1) such sign shall be displayed concurrently on any property or parcel.
B. The maximum area of a feather sign is thirty-two (32) square feet. Feather signs are not included in the computation of maximum permanent sign area for a site.
C. The maximum height of the sign is ten (10) feet.
D. Feather signs in commercial districts shall be removed within two (2) days of the conclusion of the advertised event.
E. No zoning lot shall display a feather sign for greater than 126 days in a calendar year.

9. **Water Tower Signs.** Water tower signs are permitted on any water tower.

10. **Window Signs.** Window signs are permitted in the B-2, B-3, B-4, POSD, FS, I-1, I-2, I-3, and HCHSD districts. Window signs must meet the following standards:
A. The total area of all window signs shall not exceed 25 percent of all ground floor window area or twenty-five (25) percent of the window to which the sign is affixed.
B. Window signs must be located in such a manner as to allow for clear visibility into the building and visibility of the checkout area of the building if the use is retail in nature.
C. The total area of all window signs shall not exceed the maximum wall sign area permitted on the building.
D. Window signs include all signage positioned near or applied to a window and visible from the public right-of-way or property line, including, but not limited to, signs painted directly onto the window pane, decals, static clings and posters placed in a window. Sign area shall be calculated to the fullest extent of the limits of sign copy, regardless of the opacity of the window sign.

11. **Yard Signs.** Yard signs are permitted in all zoning districts and do not require a sign permit. Yard signs must meet the following standards.
A. One (1) yard sign is permitted per frontage.
B. Additional yard signs are permitted during a time period of thirty (30) days prior to an election date to seven (7) days after the election date and during times of emergency to allow businesses the ability to adequately advertise business practices.

C. Yard signs shall not exceed four (4) square feet in area on residential property and eight (8) square feet in area on nonresidential property.
D. Yard signs shall be setback a minimum of two (2) feet from the property line where a sidewalk is present adjacent to the parcel or a minimum of fifteen (15) feet from the curb/road edge on parcels without an adjacent sidewalk.

9.05 Prohibited Signs

Any Sign not clearly permitted by this ordinance is prohibited. The following signs are specifically prohibited:

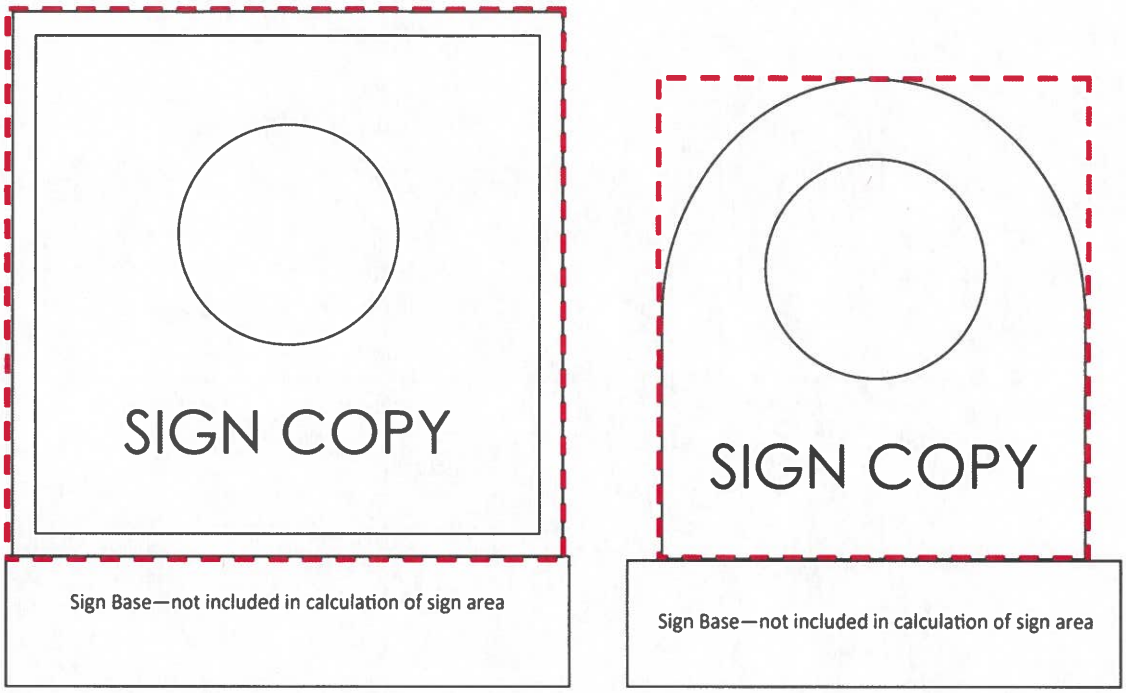
1. Balloon signs.
2. Portable signs, except as otherwise permitted in this ordinance.
3. Roof signs.
4. Snipe signs.
5. Pennant signs.
6. Any sign which requires a permit and is erected without a permit.
7. Any sign or sign structure which obstructs the view of, or may be confused with, a traffic directional/safety sign.
8. Signs which simulate or imitate in size, color, lettering or design, of any traffic sign or signal or any sign which by design or location may in any manner interfere with, mislead or confuse the public with respect thereto or obstruct the public view thereof.
9. Any sign that advertises a business, event or use no longer located on the same site as the sign. When a use changes, the owner shall have thirty (30) days to replace a sign that is no longer applicable to the property on which it is located. The Planning Commission may extend this time limit upon demonstration by the property owner that extraordinary circumstances exist such that application of this provision would be inequitable.
10. Any sign equipped to transmit sound or other forms of broadcast signals.

9.06 Measuring Sign Area and Height

1. **Measuring Sign Area.** The sign area shall include the surface area which encloses the extreme limits of sign copy, together with the frame or other material or color forming an integral part of the display or used to differentiate the sign from the background against which it is placed, excluding only the structure necessary to support the sign.
   A. A double-faced sign, as defined in this Chapter, shall be considered as having one (1) face and the area of the one (1) face shall be included in computing the sign area.

Measuring Sign Area: Ground Sign / Pylon Sign

Area outlined in dashed red is included in total sign area calculation; includes frame around the display area and the maximum extent of areas meant to distinguish the sign from its background.



2. **Measuring Sign Height.** Sign height shall be the vertical distance measured from the point of ground immediately beneath the sign to the highest point of the sign, including decorative embellishments. Where the ground elevation beneath a sign varies, the average grade of the ground within a five (5) foot radius of the sign structure shall be used. The average grade shall be the highest point within said radius plus the lowest point within said radius, divided by two (2). Any filling, berming, mounding or excavating solely for the purpose of locating the sign shall not be included in the calculation of average grade.
3. **Measuring Base Height.** Base height shall be the vertical distance measured from average grade (as described in Sign Height description) to the top of Sign Base. Where the ground elevation beneath a sign varies, the average grade of the ground within a five (5) foot radius of the sign structure shall be used. The average grade shall be the highest point within said radius plus the lowest point within said radius, divided by two (2). Any filling, berming, mounding or excavating solely for the purpose of locating the sign shall not be included in the calculation of average grade. Maximum Base Height in all locations is 24 inches.

9.07 Illumination of Signs

1. Where illumination of Signs is permitted by this ordinance, three (3) methods of illumination are permitted:

A. Internal Illumination. Where a sign is internally illuminated, no portion of the surface of the sign shall be transparent.
B. External Illumination. Where a sign is externally illuminated, the source of illumination shall be directed downward and shielded from directing glare onto neighboring properties or into the public right-of-way.
C. Halo Illumination (Backlighting). Where a sign is backlit, forming a halo of light around the sign copy on the surface behind the sign, the source of illumination shall not be visible from neighboring properties or the public right-of-way.

9.08 Changeable Copy Signs

Changeable Copy Signs are permitted as follows:

1. Any changeable copy area shall be part of a billboard, permanent ground or pylon sign, except in the B-3 district, where the Planning Commission may permit changeable copy areas on wall signs and marquee signs. Animated signs and electronic changeable copy signs are prohibited in the B-3 zoning district. Changeable copy billboards are prohibited in all but the I-3 district.
2. The changeable copy sign area of any sign not classified as a billboard shall not exceed two-thirds (2/3) or sixty-seven percent (67%) of the permitted sign area and must be integrated into the design of the overall sign.
3. The changeable copy sign area shall be counted as part of the total sign area allowed.
4. Light level and illumination requirements:
   A. The illumination average of any electronic sign shall be no more than 5,000 nits during daylight hours and shall be reduced to no more than 150 nits from a half hour before sunset to a half hour after sunrise.
   B. The luminance shall be controlled to not create glare, hazards or nuisances.
   C. All electronic changeable copy signs shall have installed ambient light monitors that automatically adjust the brightness level of the electronic sign based on ambient light conditions. At no time shall light levels exceed 0.3 foot-candles of light above the normal ambient light level.
   D. All electronic changeable copy signs shall be equipped with a properly functioning default mechanism that will stop the sign display on one message or image and reduce the luminance level to 150 nits should a malfunction occur.
   E. The display shall not, or shall not appear to, flash, undulate, pulse, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or simulate similar movements that could be disorienting or distracting to motorists or pedestrians.
   F. In non-residential zoning districts, the rate of change for an electronic changeable copy sign shall not exceed once (1) per twelve (12) seconds where the speed limit is less than forty-five (45) miles per hour and once (1) per ten (10) seconds where the speed limit is forty-five (45) miles per hour or greater.
   G. Billboards in I-3 zoning districts, the rate of change for an electronic changeable copy sign shall not exceed once (1) per ten (10) seconds where the speed limit is

less than forty-five (45) miles per hour and once (1) per eight (8) seconds where the speed limit is forty-five (45) miles per hour or greater. If location requires Michigan Department of Transportation billboard permitting, the more stringent requirements will dictate.

5. Animated signs shall be subject to the following:
   A. Animated signs shall be turned off from midnight to 5:00 a.m.; excluding businesses open during this time period. During this time, if on, the sign message must be static.
   B. Animated signs are limited to reader board type that displays still images, scrolling images or moving images, including video and animation. Television type animated signs are not allowed.
   C. The display shall not, or shall not appear to, flash, undulate, pulse, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or simulate similar movements that could be disorienting or distracting to motorists or pedestrians.
   D. In non-residential zoning districts, the rate of change for an electronic changeable copy sign shall not exceed once (1) per twelve (12) seconds where the speed limit is less than forty-five (45) miles per hour and once (1) per ten (10) seconds where the speed limit is forty-five (45) miles per hour or greater.
   E. Billboards in I-3 zoning districts, the rate of change for an electronic changeable copy sign shall not exceed once (1) per ten (10) seconds where the speed limit is less than forty-five (45) miles per hour and once (1) per eight (8) seconds where the speed limit is forty-five (45) miles per hour or greater. Where location requires Michigan Department of Transportation billboard permitting, the more stringent requirements will dictate.
   F. Animated signs are prohibited in a yard that directly abuts or is across the street from a residential property.
6. Electronic changeable message signs located within a residential zoning district, or having a sign face that is oriented toward a residential district, whether animated or not, shall be turned off between 9:00 p.m. and 6:00 a.m.
7. No electronic or animated signs are permitted on properties with a principal residential use.
8. The Zoning Administrator reserves the right to require current documentation of the luminance and dwell of any sign on an annual basis.
   1. Luminance shall be determined by a calibrated luminosity meter, operated by a qualified lighting professional following the instruments manufacturer's instructions.
   2. The measurement of luminance shall be taken from the nearest roadway perpendicular to the sign.
   3. The measurement of luminance shall include the measurement of an all-white displayed by the sign to evaluate the worst-case condition.

9.09 Standards for Permanent Signs Requiring a Permit

The following table provides a summary of dimensional requirements for signs that require a permit and for which dimensional standards vary by zoning district. Additional standards for each sign type are contained in Section 9.10.

In the event of inconsistency between this table and the standards elsewhere in this Article, the standards elsewhere shall control.

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
R-1, R-2 and R-3 districts				
Ground	24 sq. ft.	4 feet	1	-
	Permitted for non-residential uses only, except that a ground sign may be permitted at a subdivision, condominium development or multiple family residential street entrance.			
MFRD, MHPD and POSD districts				
Awning (POSD only)	12 sq. ft.	N/A	1 per awning	-
Ground	32 sq. ft.	4 feet in MFRD and MHPD; 9 feet in POSD	1 per frontage on a major thoroughfare	-
Wall	Total 5% of first floor building elevation, up to 60 sq. ft.	Must be located on the first-floor building elevation	1 per frontage	9.10.6
B-3 district				
Awning	12 sq. ft.	N/A	1 per awning	-

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
Marquee	25% of first-floor building elevation, up to 60 sq. ft.; electronic signs are prohibited	Shall not project above the eave or roofline of the marquee	1 per street frontage	9.10.3
Projecting	12 sq. ft.	Shall not project above the first-floor building elevation	1 per building; 1 per tenant for multi-tenant buildings	9.10.4
Wall	10% of first-floor building elevation, up to 60 sq. ft.; electronic signs are prohibited	Shall not project above the first-floor building elevation	1 per frontage	9.10.6
B-2 and B-4 districts				
Awning	12 Square Feet	N/A	1 per awning	-
Marquee	25% of first-floor building elevation, up to 100 sq. ft.	Shall not project above the eave or roofline if the marquee	1 per street frontage	9.10.3
Ground	32-sq. ft.; 48 sq. ft. for multi-tenant centers, 48 total sq. ft. for multiple signs	8 feet	1 per frontage on a major thoroughfare	-
Projecting	12 sq. ft.	Shall not project above the first-floor building elevation	1 per building; 1 per tenant for multi-tenant buildings	9.10.4
Wall	25% of first-floor building elevation, up to 100 sq. ft.	Shall not project above the eave or roofline	1 per frontage	9.10.6

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
FS district				
Awning	12 sq. ft.	N/A	1 per awning	-
Ground	48 sq. ft.; 72 sq. ft. for multi-tenant centers, 72 total sq. ft. for multiple signs	9 feet	1 per frontage on a major thoroughfare	9.09.3 9.09.4
Pylon	100 sq. ft.	30 feet	1	9.09.7
Wall	Total of 25% of first-floor building elevation, up to 150 sq. ft.	Shall not project above the eave or roofline	1 per frontage	9.10.6
I-1, I-2 and I-3 districts				
Awning	12 sq. ft.	N/A	1 per awning	-
Billboard	200 sq. ft.; up to 25% changeable copy	20 feet	1 per 1,000 feet of right-of-way frontage	-
	Billboard signs are allowed in I-3 zoning only. A billboard sign shall be located at least 1,000 feet from any other billboard sign. Billboards shall be set back a minimum of 3 feet and no more than 10 feet from the right-of-way.			
Marquee	25% of first-floor building elevation, up to 100 sq. ft.	Shall not project above the eave or roofline of the marquee	1 per frontage	9.10.3

9.09 Permanent Signs Requiring a Permit				
Sign Type	Max. Surface Display Area	Max. Height	Number	Additional Standards
Ground	48 sq. ft.; 72 sq. ft. for multi-tenant centers, 72 total sq. ft. for multiple signs	9 feet	1 per frontage on a major thoroughfare	-
Wall	Total of 25% of first-floor building elevation, up to 100 sq. ft.	Shall not project above the eave or roofline	1 per frontage	9.10.6
HCHSD district				
Awning	12 sq. ft.	N/A	1 per awning	-
Marquee	25% of marquee surface, up to 10 sq. ft.	Shall not project above the eave or roofline of the marquee	1 per frontage	9.10.3
Ground	250 sq. ft, total of all signs	11 feet	No limit: total sign area shall not exceed 250	-
Wall	Total of 5% of first-floor building elevation, up to 250 sq. ft.	Shall not project above the eave or roofline	No limit: total sign area shall not exceed 250 sq ft	9.10.6

9.10 Additional Regulations for Signs Requiring a Permit

1. **Banner Signs**. Banner signs are temporary signs permitted in commercial and industrial zoning districts following issuance of a sign permit. Banner signs must meet the following standards:
   A. No more than five (5) such signs shall be displayed for any given event or purpose.
   B. No more than one (1) such sign shall be displayed concurrently on any property or parcel.
   C. The maximum area of a banner sign is thirty-two (32) square feet. Banner signs are not included in the computation of maximum permanent sign area for a site.
   D. Where a banner sign is not attached to a building, the maximum height of the banner is six (6) feet.

E. Banner signs shall be removed within two (2) days of the conclusion of the advertised event.
F. In no event shall a banner sign remain posted for more than forty-two (42) days.
G. No zoning lot shall display a banner sign for greater than 126 days in a calendar year.

2. **Construction Signs.** Construction signs are temporary signs permitted in all districts following the issuance of a sign permit. Construction signs must meet the following standards:
   A. One (1) construction sign is permitted per site.
   B. Construction signs shall have a maximum height of six (6) feet.
   C. Construction signs shall not exceed thirty-two (32) square feet in size in non-residential districts or twelve (12) square feet in residential districts.
   D. Construction signs shall not be erected until a building permit is obtained for the project, if required, or until construction begins, whichever is later.
   E. Construction signs shall be removed when construction is complete.
3. **Marquee Signs.** Marquee signs are permitted subject to the following:
   A. A maximum of two (2) sides of a marquee may feature a sign.
   B. Marquee signs shall not project more than twelve (12) inches from the mounting surface.
   C. Marquee signs are permitted only for non-residential uses.
4. **Projecting Signs.** Projecting signs are permitted in non-residential zoning districts, subject to the following:
   A. Number allowed:
      i. One (1) sign per side per public entrance excluding alley sides. A single sign may advertise multiple businesses or entities or communicate other messages.
   B. Locations, size, lighting and height restrictions:
      i. Projecting signs shall not project more than thirty-six (36) inches from the face of the building or wall.
      ii. Signs shall maintain a minimum clearance of eight (8) feet from the sidewalk to the bottom of the sign.
      iii. Projecting signs shall be mounted a minimum of four (4) feet from each building edge or lot line as defined by a common wall between the businesses.
      iv. Projecting signs shall not be free swinging, so as to pose a danger to the public during high winds.
      v. Projecting signs shall not be lighted, internally or externally.
      vi. Where an establishment fronts on two (2) or more streets, a projecting sign shall only be permitted on the frontage where the main entryway is located.
   C. Right-of-Way Encroachment
      i. A projecting sign may extend over a public sidewalk or within a right-of-way with an additional right-of-way permit from the City of Marshall.
5. **Pylon Signs**. Pylon signs are permitted in subject to the following:
   A. No portion of the sign area shall be within nine (9) feet of the ground.
   B. No portion of the ground support shall exceed a combined width of thirty-six (36) inches.

C. Sign area for a multi-tenant commercial development may be increased by following the Planned Sign Program requirements but shall not exceed two hundred (200) total square feet in area.

6. **Wall Signs.** Wall signs are permitted subject to the following:
   A. Wall signs shall not project outward from the surface of the wall more than twelve (12) inches.
   B. Wall signs are not permitted for single-family residential uses.

9.10.6 Maximum Wall Sign Area						
	R1, R2, R3	MFRD, MHPD & POSD	B-3	B-2, B-4, FS	I-1, I-2, I-3	HCHSD
Maximum wall sign area	N/A	60 sq. ft.	60 sq. ft.	100 sq. ft.	100 sq. ft.	250 sq. ft.

9.11 District-Specific Regulations

1. **R1, R2, R-3, MFRD, MHPD, B-3.** Home occupations located in single family dwelling units shall be permitted a single nameplate sign, to be affixed on the ground floor of the street-facing façade. No other signs shall be permitted for any single-family dwelling unit. Home occupations located in attached or multi-family dwelling units are not permitted a sign.
2. **River District Overlay.** Live/work units shall be permitted a single nameplate sign.

9.12 Vintage Sign Design

1. **Purpose and Intent.** The purpose of allowing vintage sign designs is to support and reinforce the existing character of the City of Marshall's downtown business district. New signs that present as a vintage sign should contribute to the historic and architectural character of the property, block and business district.
2. **Sign Types.** Eligible vintage sign designs may apply to wall signs and projecting signs.
3. **Procedure.** The Planning Commission shall have the authority to waive sign size and placement requirements and may allow the use of exposed standard neon tubing for vintage signs, provided that the applicant fulfills the requirements of this Section.
   A. Eligibility. Only commercial properties within the B3 zoning district may request a vintage sign design.
   B. Planning Commission Public Hearing. The Planning Commission shall review the application for a vintage sign design at its regular meeting upon publishing a notice and notifying property owners pursuant to Section 103 (General Provisions) of the Michigan Zoning Enabling Act (P.A. 110 of 2006).
   C. Application. Applications for a vintage sign design shall include, at a minimum, the following materials:
      i. A narrative description indicating:

a. A statement demonstrating that the eligibility requirements are met.
b. The general design intent for proposed sign.
c. A description of how the sign is coordinated with building architecture and compatibility with the surrounding development context.
d. A demonstration of how the requested vintage sign design fulfills the Standards for Approval.

ii. The proposed location, types, heights and size of the signs, indicated on scaled plans and/or building elevation drawings.
iii. Proposed materials, fabrication details and illumination proposed for sign structures and faces.

D. Standards for Approval. The Planning Commission may approve a vintage sign design provided the following criteria are met:
i. The applicant has provided examples or likenesses of vintage signs that demonstrate a specified historical period, and the applicant has sufficiently described how the new proposed sign design should be regarded as having a "vintage" design.
ii. The proposed sign design is complementary to existing signage within the district and reinforces the historic context of downtown Marshall.
iii. The sign design does not confuse drivers, pedestrians or bicyclists as to the location of any businesses or uses.
iv. The placement of the sign will not conceal architectural details of the building, substantially block views of adjacent buildings or create a nuisance for upper-level users.
v. The proposed sign is compatible with adjacent uses and the existing or intended character of the surrounding neighborhood and will not have an adverse impact upon or interfere with development, use or enjoyment of adjacent properties.

4. **Conditions.** The Planning Commission may, in its consideration of a larger sign than would otherwise be permitted, require the removal of existing signage on a building, set a maximum total amount (square footage) of allowable signage for a site, and/or impose other conditions as necessary to ensure signage is cohesive with the district's context.
5. **Approval.** Once approved, no other application for an additional vintage sign may be approved for the same property. The sign shall not be altered in any way except as may be necessary for necessary maintenance or in the instance of a renaming. If the message on the sign must be altered, the Zoning Administrator may approve such a change provided the shape, size and style of lettering is the same or smaller. If a vintage sign approved by the Planning Commission is removed, any subsequent sign shall meet the requirements of this Article.

9.13 Planned Sign Program

1. **Applicability.** The Planning Commission may review and approve a Planned Sign Program for signs in a commercial or industrial zoning district.
2. **Purpose.** The purpose of a Planned Sign Program is to allow a greater degree of flexibility in sign design and display in cases where strict compliance with the

requirements of this Article may not be feasible. Further, a Planned Sign Program is intended to be used for multiple signs for large project development areas and integrated complexes to ensure that the requested signs function in a coordinated fashion to meet the general intent for signs in the zoning district.

3. **Intent.** This Section shall not be used to circumvent the variance process or to simply permit larger, more visible, or additional signs than may otherwise be permitted by this Article, without any consideration for unique sign design and display or other conditions.
4. **Procedures.** The Planning Commission shall have the authority to approve alternative requirements for sign design, number, type, size, height, location and lighting, provided that the applicant fulfills the requirements of this Section.
   A. Eligibility. A Planned Sign Program may be approved only for project sites larger than one (1) acre in size.
   B. Planning Commission Public Hearing. The Planning Commission shall review the application for a Planned Sign Program at its regular meeting upon publishing a notice and notifying property owners pursuant to Section 103 (General Provisions) of the Michigan Zoning Enabling Act (P.A. 110 of 2006).
   C. Application. Applications for a Planned Sign Program shall include, at a minimum, the following materials.
      i. A narrative description indicating:
         a. A statement demonstrating that the eligibility requirements are met.
         b. The general design intent for proposed signs.
         c. A description of how the signs are coordinated with proposed building architecture and compatibility with the surrounding development context.
         d. A demonstration of how the requested Planned Sign Program fulfills the Standards for Approval.
      ii. The proposed locations, types, number, heights and sizes of all signs, indicated on scaled plans and/or building elevation drawings.
      iii. Proposed materials, fabrication details and illumination proposed for sign structures and faces.
      iv. A clear description of the Zoning Ordinance provisions for which a modification is requested.
   D. Standards for Approval. The applicant shall demonstrate, and the Planning Commission shall find, that each of the following standards are met before a Planned Sign Program may be approved.
      i. That the Planned Sign Program would result in a more attractive aesthetic setting, improved safety, provide more convenient identification for planned users, or other similar purposes that would not be achievable without deviations from the specific requirements of this Article;
      ii. That the location and/or physical characteristics of the applicant's property or the needs for identification are unique when compared to other similarly situated parcels in the same zoning district and in the same vicinity;
      iii. That the proposed Planned Sign Program substantially furthers the purposes and intent of this Section; and

iv. That approval of the Planned Sign Program would not create any adverse effects on one (1) or more properties in the vicinity.

5. **Amendments.**
   A. Minor modifications to a previously approved Planned Sign Program may be approved by the Zoning Administrator provided the general sign design, number of signs and dimensional requirements are maintained. Minor modifications include:
      i. Changes in sign location of not more than five (5) feet;
      ii. Changes to sign faces, provided that the face is no larger and materials are consistent with the approved sign; and
      iii. Changes to landscaping and lighting.
   B. An amendment to an approved Planned Sign Program that does not qualify as a minor modification shall be reviewed by the Planning Commission using the same process as the original application.

9.14 Non-Conforming Signs

1. A sign lawfully erected prior to the adoption of this Article or any applicable amendment thereto which does not meet the standards of this Article may be continued as a legal non-conforming sign, except as hereinafter provided. A legal non-conforming sign shall:
   A. Not be substantially altered in structure so as to change the shape, size, location, type or design of the sign; "substantially altered" does not refer to normal maintenance, such as painting or a change in message panels.
   B. A non-conforming sign may remain as long as the sign is properly maintained and is not detrimental to health, safety and welfare. If damaged to an extent exceeding fifty (50) percent of its replacement cost, the sign shall not be repaired/replaced except in conformity with this Article.
2. If the owner of the premises on which a sign is located changes the location of a property line or sign so that a sign is rendered non-conforming, the sign must be removed or made to conform to the provisions of this Article.
3. If the activity, business or utilization of a non-conforming sign is communicating has been discontinued for one hundred eighty (180) days or longer, the Zoning Board of Appeals may declare the sign abandoned, following the standards in Section 7.7.6.B and require its removal or reconstruction to conform to the standards of this Article.
   A. If a sign is declared abandoned, the owner shall have thirty (30) days to have the sign removed. If the sign is not removed within thirty (30) days, the Building Inspector may have the sign removed at the cost of the property owner.
4. A non-conforming sign may be replaced by another non-conforming sign of the same type and character so long as the new sign is reduced in total area by at least twenty-five (25) percent.

9.15 Administration and Enforcement

1. **Enforcement.**
   A. The sign provisions of this ordinance shall be administered and enforced by Zoning Administrator(s) or their designee.

B. The Zoning Administrator(s) or their designee may enter at any reasonable time upon the premises where any sign is located. All sign violations shall be considered civil infractions. No criminal penalty shall be attached for violations except where a police officer has actually observed a criminal violation being committed.

2. **Permits.**
   A. For signs requiring a permit, the Zoning Administrator must issue a zoning permit prior to receiving a building permit to construct a sign.
   B. The zoning permit shall confirm that the sign meets the requirements of this Article and any additional requirements of the Zoning Ordinance.
   C. No person shall erect, place, relocate, alter or add to any sign for which a zoning permit is required without obtaining a building permit from the City Building Inspector. The Building Inspector may determine that certain types of signs do not require a building permit.
3. **Plans and Specifications.** No person shall erect or alter any sign for which a permit is required, except in accordance with the plans and specifications approved by the Zoning Administrator and Building Inspector.
4. **Application and Permit Fee.** Application for sign zoning permits shall show the name and address of the owner of the sign and the person responsible therefore and the location, type, sign height and sign area of the sign and shall contain a drawing or other rendering of the proposed sign. The application and permit fee shall be filed with the Zoning Administrator for investigation. If the Zoning Administrator finds that the sign conforms to all provisions of this Article and other relevant Sections of the Zoning Ordinance, a permit shall be issued. The Zoning Administrator shall make a finding within ten (10) business days of filing the application.
5. **Fees.** The fee for sign permits shall be as adopted and amended from time to time by resolution of the City Council.
6. **Inspection.**
   A. After being erected, each sign for which a permit is required, shall be approved and inspected by the Zoning Administrator for zoning compliance.
   B. If, upon any inspection by the Building Inspector or Zoning Administrator, a sign is found to be unsafe or in a condition that does not comply with the provisions of this Ordinance, the Zoning Administrator shall give notice of the condition to the owner or the person responsible. Within thirty (30) days thereafter, the necessary repairs shall be made in order to bring the sign into compliance with this Chapter.
7. **Unsafe Conditions.** If a sign is found to be in such an unsafe condition that immediate repairs or the removal thereof are required, the Building Inspector shall take such precautions as may be necessary to protect the safety of the public in the use of the streets the cost of which shall be the responsibility of the owner.

8. **Maintenance.**
   A. Signs, including the face, framing and all supports thereof, shall be kept and maintained in a safe condition, shall be adequately protected against corrosion and shall conform to all the provisions of this Ordinance.

B. Signs which are broken, torn, bent or whose supports are broken, bent or damaged and signs that are not reasonably level and plumb shall be repaired and installed in a manner prescribed by the Zoning Administrator and/or Building Inspector, but in no case shall repair requirements exceed building code requirements and the original condition of the sign and/or its supports.
C. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes and in conformance with this Ordinance. Failure to comply with this Section may result in action by the Zoning Administrator or Building Inspector to rescind the permit with subsequent removal of the entire structure.
D. Signs shall be free from disfigured, cracked, ripped or peeling paint, poster paper or other material.
E. A sign shall not stand with bent or broken sign facing, with broken supports, with loose appendages or struts, or more than fifteen (15) degrees from vertical.
F. A sign shall not have weeds, trees, vines or other vegetation growing upon it, or obscuring the view of the sign from the public right-of-way from which it is to be viewed.
G. An internally illuminated sign shall not be allowed to stand with only partial illumination.

9. **Nuisance.** Any sign erected or displayed without a permit or any sign which does not comply with the provisions of this Chapter shall be deemed a hazard to the safety of the public and is declared to be a public nuisance and may be abated as permitted by law.
10. **Signs within Fire Limits.** No person shall erect a lighted or mechanical sign within the fire limits of the City unless the sign and supports therefore be entirely constructed of fire-resistant materials and complies with the provisions of the City's Fire Code.
11. **Obstruction Hazard.** No person shall erect, display or maintain any sign which obstructs any fire escape, building entrance or public passage, or at a horizontal distance of less than ten (10) feet from any fire hydrant or traffic light.
12. **Appeals.** The Zoning Board of Appeals is authorized to hear and decide appeals where it is alleged by the appellant that there is an error in any order, requirement, decision or determination made in connection with the enforcement of this Article. The Zoning Board of Appeals shall also have the power to authorize a variance from the strict application of this Section following the procedures contained in Section 7.8 of the Zoning Ordinance.

Section 4. Severability. It is the legislative intent of the City adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety, and general welfare of the inhabitants of the City and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance or Zoning Code, it being the intent of the City Council that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

Section 5. Savings Clause. Except as specifically amended herein, all other provisions of the Marshall Zoning Ordinance shall remain in full force and effect.

Section 6. Conflicting Ordinance and Code Provisions Repealed. Any Marshall Ordinance, parts of Ordinances, or any Marshall Code provision in conflict or inconsistent with any of the provisions of this Ordinance shall be and is hereby repealed.

Section 7. Publication. This Ordinance shall be published in a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Section 8. Effective. This Ordinance is declared to be effective seven (7) days after publication or as provided by law.

Section 9. Code Edits. The editors of the Marshall Code are hereby authorized, subject to approval of the City Manager, Clerk, or Council authorized designee, to update and revise Code section numbers to effectuate the provisions of this Ordinance.

Adopted and signed this 4th day of August, 2025.

Scott Wolfersberger, MAYOR

Michelle Eubank, CITY CLERK

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on August 4, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Michelle Eubank, CITY CLERK

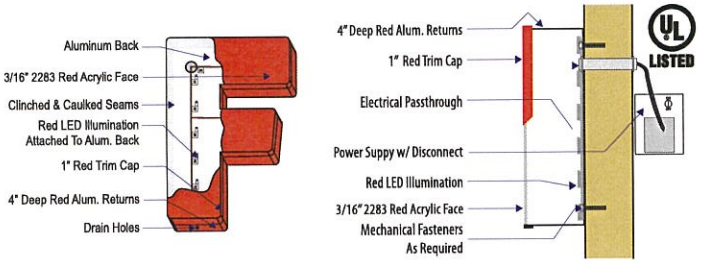
PROPOSED 150 SQUARE FOOT SIGN - AS REQUESTED FOR SOUTH FACADE



NOTE: Elec. Penetrations To Be At Top Of Letters

"Family Fare" Wall Sign - Qty. 1
- LED Illuminated Channel Letters
- Flush Mounted To Wall w/ Remote Power Supplies

Signage = 150 SqFt



Existing Building / Signage

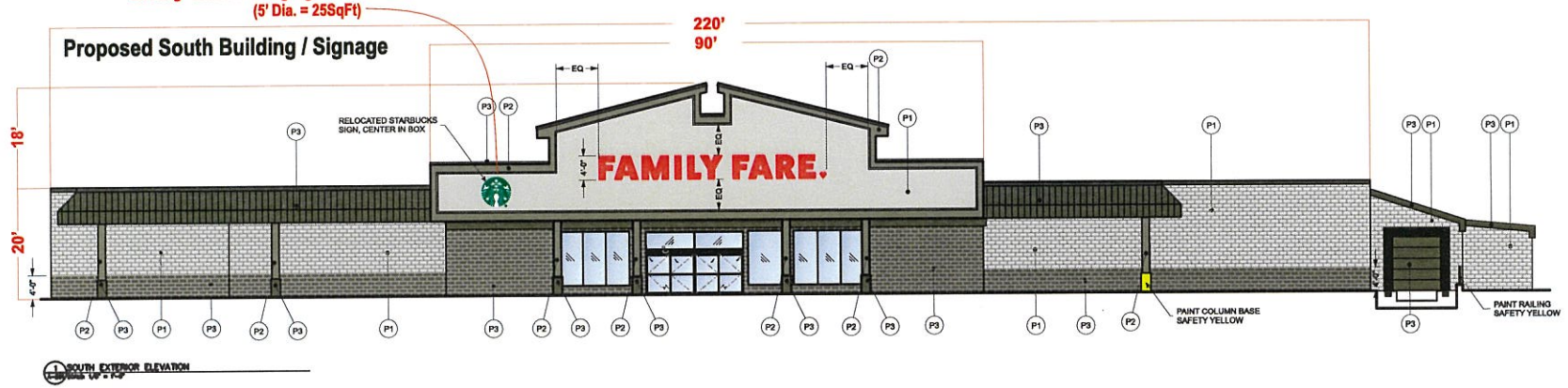
Existing "Starbucks" Signage To Be Removed & Reinstalled In New Location

Existing Illuminated Signs To Be Removed (238.9 SqFt)



Existing "Starbucks" Signage Installed In New Location (5' Dia. = 25SqFt)

Proposed South Building / Signage



SIGN TYPE: Wall Sign

SCALE: NTS

COLORS:

NOTES: X

SALESPERSON: Gary Gebhardt

FILENAME: FF-Marshall-25-S Wall Sign

Customer / Address: Family Fare, 15900 W. Michigan Ave., Marshall, MI 49068

DRAWN BY / DATE: G.Alumbaugh 10-1-25 GA 10-28-25 GA 11-4-25

ORIGINAL ARTWORK, DESIGNS & LAYOUTS ARE THE SOLE PROPERTY OF SIGNS BY CRANNIE AND MAY NOT BE REPRODUCED, DISPLAYED, TRANSMITTED TO ANYONE, IN FULL OR IN PART WITHOUT THE WRITTEN CONSENT OF SIGNS BY CRANNIE.
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SIGN TYPE
Site Plan

SCALE
NTS

COLORS

NOTES
X

SALESPERSON
Gary Gebhardt

FILENAME
FF-Marshall-25-Site Plan

Customer / Address
Family Fare
15900 W. Michigan Ave.
Marshall, MI 49068

DRAWN BY / DATE
G.Alumbaugh 10-1-25
GA 11-4-25

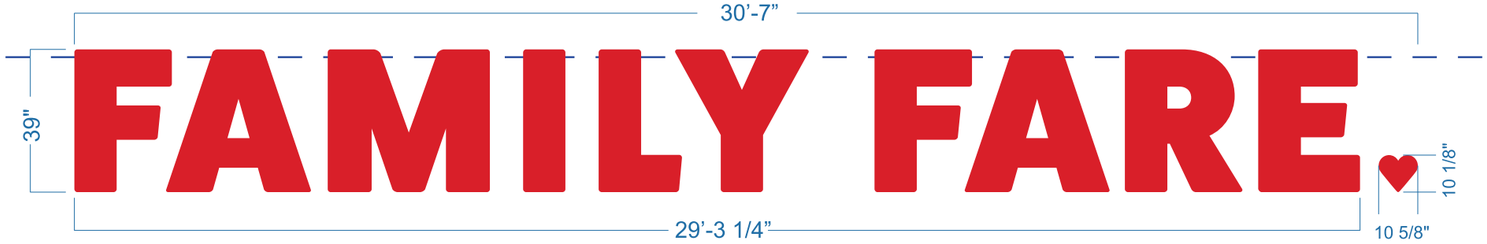
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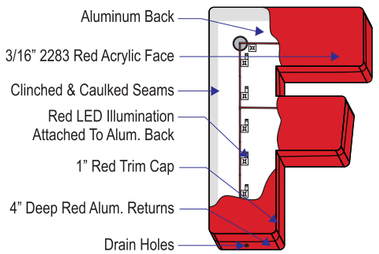
100 SQUARE FOOT SIGN AS IS ALLOWED PER ORDINANCE

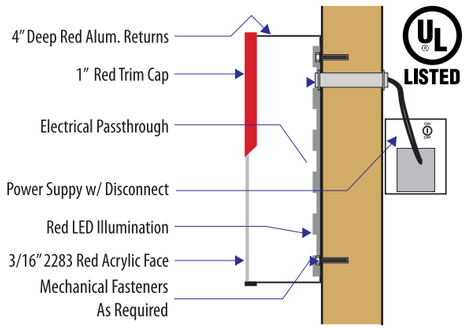
Signage = 99.39 SqFt
Allowable = 100 SqFt

NOTE: Elec. Penetrations To Be At Top Of Letters



"Family Fare" Wall Sign - Qty. 1
- LED Illuminated Channel Letters
- Flush Mounted To Wall w/ Remote Power Supplies



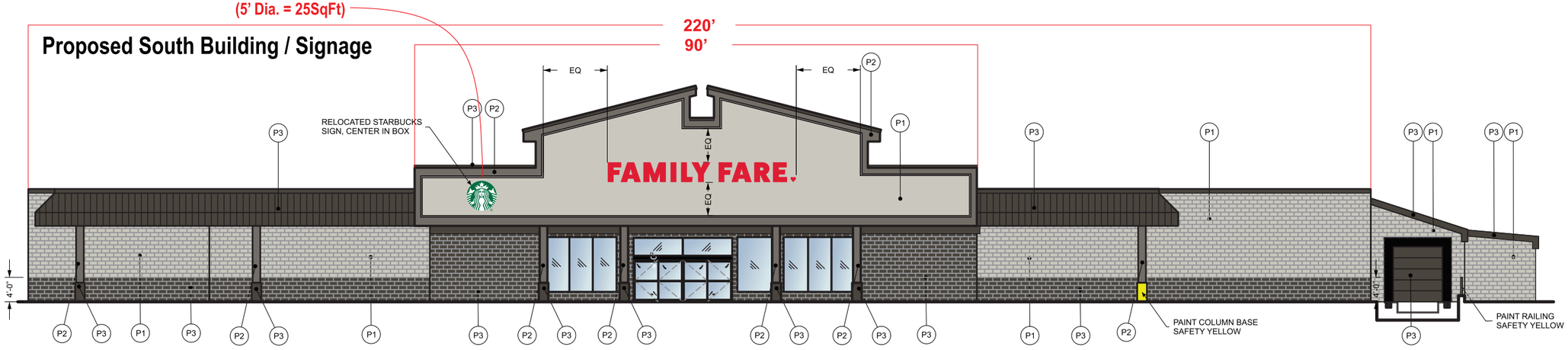


Existing Building / Signage



Existing "Starbucks" Signage Installed In New Location
(5' Dia. = 25SqFt)

Proposed South Building / Signage



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

SIGN TYPE
Wall Sign

SCALE
NTS

COLORS

NOTES
X

SALESPERSON
Gary Gebhardt

FILENAME
FF-Marshall-25-S Wall Sign 2

Customer / Address
Family Fare
15900 W. Michigan Ave.
Marshall, MI 49068

DRAWN BY / DATE
G.Alumbaugh 10-1-25
GA 10-28-25 GA 10-29-25

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