



## ***Washtenaw County Parks and Recreation Commission***

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### **MEMORANDUM**

**To:** Washtenaw County Parks and Recreation Commission  
**From:** Robert L. Tetens, Director  
**Date:** February 11, 2014  
**Re:** Eastern County Recreation Center – Agreement to Purchase Real Estate

#### **Background**

On January 5, 2012, the Commission approved a *Letter of Intent* between WCPARC and the City of Ypsilanti authorizing staff to move forward, in partnership with the Ann Arbor YMCA, with discussions regarding the proposed development of an Eastern County Recreation Center in Ypsilanti. Specifically, on the western edge of the Water Street Redevelopment Area. Since that time staff has worked with representatives with the City and the YMCA to define roles and responsibilities, conduct the necessary due diligence, complete conceptual plans and prepare cost estimates for the building and adjacent site.

Through a partnership with a University of Michigan design team, staff developed a series of concept plans for the proposed building. Further, staff worked with the YMCA and a consulting firm to conduct a market study to assure that the Ypsilanti community could support the proposed recreation center.

At the December 2013 Commission Meeting staff presented a draft outline of an *Agreement to Purchase Real Estate* between WCPARC and the City of Ypsilanti for the purpose of acquiring the property necessary for construction of the Eastern County Recreation Center. The same Agreement outline was presented to the City of Ypsilanti at the City Council meeting on December 16<sup>th</sup>. Both bodies voiced support for the key terms of the agreement and directed staff to work with legal counsel to finalize the document for approval.

As presented at the December meeting, *The Agreement to Purchase Real Estate* (see attached) covers the following key terms:

- Exact location and size of parcel
- Size and orientation of structure
- Proposed site plan and building design
- Timeline for approvals, permits and construction
- Plan for infrastructure development beyond parcel footprint
- Roles and Responsibilities
- Terms of parcel transfer
- Other legal responsibilities for development and opening of the Recreational Facility

<b>1. Seller:</b>	City of Ypsilanti One South Huron Street Ypsilanti, MI 48197
<b>2. Purchaser:</b>	Washtenaw County Parks & Recreation Commission (WCPARC) 2230 Platt Rd. PO Box 8645 Ann Arbor, MI 48107-8645
<b>3. Parcel Location:</b>	Approximately 4.1 acre parcel on NW corner of Water Street site adjacent to Michigan Avenue and Huron River.  Note: Approximately one (1) acre of land adjacent to the River but west of the proposed parcel would remain in City ownership as a segment of the proposed River's Edge Linear Park and Trail
<b>4. Use:</b>	Eastern County Recreation Center (approximately two stories or 35' tall)
<b>5. Site Details:</b>	<ul style="list-style-type: none"> <li>• Building to have orientation/entrance off Michigan Ave.</li> <li>• Parking to be located in rear of site.</li> <li>• Setbacks to 0-10 foot setback from Michigan Ave or 0-10 feet from environmental issue as determined in contingency period.</li> </ul>
<b>6. Parcel Layout:</b>	Parcel layout will support grid layout of the Water Street property as indicated in Master Plan. The segment shown between the building and parking lot (Parsons) would likely provide pedestrian access, but not serve as a fully functioning street.  Note: Due to timing of contingency period, both parties may agree to reconsider the parcel layout and infrastructure commitment if other development projects are proposed during that time frame.
<b>7. Linear Park:</b>	The City will maintain trail and linear park except for easement areas granted to WCPARC for use and maintenance of storm water facilities and shared plaza space.
<b>8. Purchase Price:</b>	Purchase price \$1 plus the value of infrastructure improvements including \$650,000 commitment to pedestrian bridge and linear park.
<b>9. Infrastructure</b>	Purchaser responsible for development of infrastructure including environmental considerations. All streets will be built to city standards.
<b>10. Deposit:</b>	No Deposit required
<b>11. Seller's Deliverables:</b>	All existing information regarding the Property including environmental records.

<b>12. Title Commitment and Policy:</b>	Purchaser obligated to obtain its own title commitment and pay for its own policy. Purchaser obligated to obtain a Survey of the Property with legal description confirmation within 90 days from the effective date.
<b>13. Contingency Period:</b>	270 days from the effective date to inspect the Property, physical, environmental, title, survey, and utility plans. Also during the Contingency Period, Purchaser is obligated to obtain all Governmental permits and approvals necessary to commence and complete development of the property, including PUD Approval using zoning guidelines. Purchaser will be subject to review by City planning, zoning, engineering, building and other departments. Purchaser to pay any fees as required.
<b>14. Extensions of Contingency Period:</b>	Four (4) Extension Periods of sixty (60) days each, to be requested by Purchaser as needed.
<b>15. Failure of contingencies:</b>	In the event the Purchaser is not satisfied with the condition of the Property or able to obtain all of the governmental approvals and/or related partnerships and financing necessary to proceed within the Contingency Period, the Purchaser may terminate the Purchase Agreement in writing and receive a refund of the Deposit.
<b>16. Restrictive Covenant:</b>	None
<b>17. Closing:</b>	30 days following the expiration of the Contingency Period
<b>18. City Closing Costs:</b>	WCPARC to be responsible for (i) recording costs associated with any curative documents to cure conditions of title and (ii) recording costs for the Declaration of Restrictive Covenant
<b>19. Tax prorations:</b>	None, property is exempt from taxes.
<b>20. Possession:</b>	Delivered at closing
<b>21. Covenant to Construct:</b>	Purchaser has to commence construction/improvements within 6 months of closing and complete the improvements and open for business within the Property within 24 months of closing.
<b>22. Commission:</b>	None.
<b>23. Purchaser's Default:</b>	Purchaser's Default – City's sole remedy is to terminate the agreement and seek enforcement of any restoration and/or indemnification obligations of the Purchaser. Both parties waive the right to seek monetary damages due to a Default.
<b>24. City's Default:</b>	Purchaser has the right to terminate or to specifically enforce the terms of the Agreement. Both parties waive the right to seek monetary damages due to a Default.

## Recommendation

I recommend that the Commission approve *The Agreement to Purchase Real Estate* for the subject 4.1-acre parcel in the City of Ypsilanti. This will allow staff to move forward with a RFP for Architectural services for the design, and ultimate construction, of the Eastern County Recreation Center.

## AGREEMENT TO PURCHASE REAL ESTATE

**THIS AGREEMENT TO PURCHASE REAL ESTATE** (this "Agreement") is entered into by and between, **THE CITY OF YPSILANTI**, a Michigan municipal corporation, the address of which is One South Huron Street, Ypsilanti, Michigan 48197 (the "City"), and **Washtenaw County**, a Michigan municipal corporation, the address of which is 220 N. Main, Ann Arbor, MI 48104 ("Purchaser").

### R E C I T A L S:

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

B. The Property is part of an overall project known as the Water Street Redevelopment Project ("Water Street Project") located within the real property which is identified on Exhibit B attached hereto ("Overall Property"). The Water Street Project is being developed in accordance with the proposed provisions of the City of Ypsilanti Zoning Ordinance relating to the Commercial Redevelopment District and Residential Redevelopment District, copies of which are attached hereto as Exhibit C ("Zoning Guidelines").

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

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

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

2. **Purchase Price.** The purchase price ("Purchase Price") for the Property shall be One (\$1,000) Dollar. At Closing, as defined in Paragraph 9 below, Purchaser shall pay to the City the Purchase Price, subject to closing adjustments and prorations as provided in this Agreement.

3. **Title; Survey.** Within fifteen (15) days from the Effective Date, the City shall, at its cost, cause Absolute Title Company to deliver to Purchaser a commitment for an ALTA Owner's Title Insurance Policy (the "Commitment") in the amount of the Purchase Price, bearing a date later than the Effective Date, and identifying the condition of title to the Property, together with copies of the instruments and documents referenced in the Commitment. In addition, within fifteen (15) days from the Effective Date, the City shall furnish to Purchaser a copy of the City's most-recent existing survey of the Property ("Survey"). Purchaser shall obtain an updated Survey and provide to the City a copy of such updated Survey within forty five (45) days from the Effective Date.

4. **Objections To Title And Survey.** Purchaser shall have a period of forty five (45) days from the Effective Date to object in writing to the condition of title to the Property. If Purchaser does not provide the City with its title objections within such forty five (45) day period, Purchaser shall be deemed to have waived all objections to the condition of title to the Property. The City shall have thirty (30) days from its receipt of any such written objections to cure such objections. The City shall be deemed to have cured a title objection if the City causes such matter to be removed from the Commitment as an exception

to coverage or the Title Company agrees to insure Purchaser for such matter. If the City does not cure Purchaser's objections as provided above, Purchaser shall have the right to terminate this Agreement by providing written notice to the City within ten (10) days from the expiration of the foregoing thirty (30) day period. If Purchaser terminates this Agreement in accordance with this Paragraph 4, the parties shall have no further rights or obligations under this Agreement except for Purchaser's obligations which shall survive. If Purchaser does not terminate this Agreement within such ten (10) day period, Purchaser shall be deemed to have waived its objections to the condition of title to the Property and the exceptions identified in the Commitment shall be deemed accepted by Purchaser and shall be "Permitted Exceptions" to the condition of title.

## 5. **Inspection of Property.**

(a) **Inspection Period; Access.** Purchaser shall have a period of sixty (60) days (the "Inspection Period") to inspect or cause to be inspected all elements and aspects of the Property, including, but not limited to, the physical and environmental condition of the Property. The City shall provide Purchaser with any existing information regarding the Property within fifteen (15) days of the Effective Date. Such information may be provided on a computer disc. The City does not make any representation or warranty regarding any such information, including, without limitation, any representation or warranty with respect to the completeness or accuracy of any such information. Purchaser, at its cost, shall have the right to inspect additional information regarding the Property which is located within the City's offices and is otherwise available to the public at mutually acceptable times and, if required by the City, with appropriate supervision by City staff. At all times during the term of this Agreement, the City grants to Purchaser, and those persons designated by Purchaser, the right to enter upon the Property in order to inspect the Property and to take soil borings and conduct engineering and environmental tests and studies. Purchaser shall provide to the City, at no cost to the City, copies of all due diligence materials prepared by or on behalf of Purchaser in connection with this transaction promptly following Purchaser's receipt of such due diligence materials, regardless of whether the transaction closes.

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

(c) **Expiration Of The Inspection Period.** If Purchaser, in its reasonable judgment, determines that the condition of the Property is unsatisfactory, Purchaser may, prior to the expiration of the Inspection Period, elect in writing to terminate this Agreement. If Purchaser elects to terminate this Agreement, the parties shall have no further rights or obligations under this Agreement, except for Purchaser's obligations which shall survive. If Purchaser does not provide the City with notice of termination on or before the expiration of the Inspection Period, the parties shall proceed to perform their respective obligations in accordance with and subject to the terms and conditions of this Agreement.

## 6. **Governmental Approvals.**

(a) **Governmental Approval Period.** The Purchaser, being a County Government, is not subject to any local zoning ordinance or regulation. However, it is the intent of the Purchaser to construct a new facility in a manner that is substantially consistent with the Zoning Guidelines and review process. Purchaser shall have a period of two hundred and seventy (270) days from the Effective Date (the “Governmental Approval Period”) to seek and obtain all governmental permits and approvals necessary to commence and complete the development of the Property (collectively, the “Governmental Approvals”), including but not limited to approval by both the Washtenaw County Board of Commissioners and the Washtenaw County Parks and Recreation Commission as needed, upon terms and conditions acceptable to Purchaser in its reasonable discretion. Purchaser shall be responsible, at its sole cost and expense, for the preparation of all applications and related plans and instruments and all applicable filing, submission and permit fees related to the Governmental Approvals. Upon request, Purchaser shall provide to the City periodic updates with respect to the status of the Governmental Approvals. The City shall grant up to four (4) extension periods of sixty (60) days each upon request by the Purchaser as needed.

(b) **Approval Of Plans.** The Property shall be developed in accordance with the Zoning Guidelines as attached to this Agreement (Exhibit C). Accordingly, all plans shall be prepared and all permit applications shall be submitted pursuant to the Zoning Guidelines. Prior to submitting plans to any governmental authority for approval, including, but not limited to, Purchaser's grading plans, Purchaser shall submit such plans to the City for its review and approval. Nothing contained in this Agreement shall be deemed to be an approval by the City as to any matter, ~~including, but not limited to an approval with respect to the historical designation of any structure or other improvement,~~ and the Purchaser shall be required to follow the process ~~for obtaining approvals contained in the applicable City zoning or other ordinances~~ described in this Paragraph 6.

(c) **Expiration Of The Governmental Approval Period.** If Purchaser does not obtain the Governmental Approvals prior to the expiration of the Governmental Approval Period, Purchaser may elect in writing to terminate this Agreement by providing written notice to the City prior to the expiration of the Governmental Approval Period. If Purchaser elects to terminate this Agreement, the parties shall have no further rights or obligations under this Agreement, except for Purchaser's obligations which shall survive. If Purchaser does not provide the City with notice of termination on or before the expiration of the Governmental Approval Period, the parties shall proceed to perform their respective obligations in accordance with and subject to the terms and conditions of this Agreement.

7. **Closing.** The closing (“Closing”) shall be consummated within thirty (30) days from the expiration of the Governmental Approval Period. The Closing shall take place at a time and location that is mutually agreeable to the parties. If the date for Closing falls on a Saturday, Sunday or legal holiday, Closing shall occur on the next immediately following business day.

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

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

(b) **Covenant Deed.** The City shall deliver to Purchaser a fully executed and recordable covenant deed for the Property, conveying to Purchaser fee simple marketable title to the Property, subject only to the Permitted Exceptions and the easements identified in Paragraph 10(b) below.

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

(d) **Closing Statement.** The City and Purchaser shall execute and deliver to each other a Closing Statement showing the amount by which the Purchase Price shall be adjusted as of the Closing date. The City shall pay all real property transfer taxes, all premiums with respect to the owner's title insurance policy, fees to record any instruments necessary to cure Purchaser's title objections and the parties shall pay the fees and charges of their own representatives, agents or contractors. Purchaser shall pay the fees to record the easements identified in Paragraph 10(b) below and all escrow and other fees charged by the Title Company to close this transaction.

(e) **Title Insurance Policy.** The City shall order and pay for a policy of title insurance, without standard exceptions (provided that Purchaser provides the survey required by the Title Company to remove the standard survey exception), with coverage in an amount equal to the Purchase Price, subject only to the Permitted Exceptions and the easements identified in Paragraph 10(b) below. The Purchaser shall be responsible for obtaining any endorsements to such title policy desired by Purchaser, at Purchaser's cost. The City shall deliver to the Title Company an Owners Affidavit and such other documents reasonably required by the Title Company to enable the Title Company to satisfy its Schedule B-1 requirements and to delete its standard exceptions and to provide a "marked-up" Commitment, dated as of the Closing date. The "marked-up" Commitment shall reflect Purchaser as both fee simple title owner of the Property and the insured under said Commitment.

(f) **Easements.** Purchaser shall execute and deliver to the City all easement agreements required pursuant to Paragraph 10(b) below.

(g) .

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

9. **Possession; As-Is Condition.** At Closing, the City shall deliver to Purchaser possession of the Property, free and clear of any rights or claims of possession by the City or any third party. Purchaser acknowledges that the City has not made and Purchaser has not relied on any representation or warranty by the City, including, without limitation, any representation or warranty regarding the physical or environmental condition of the Property, the fitness of the Property for any particular purposes or the availability of any permits or approvals. Purchaser acknowledges that Purchaser has relied completely on its own investigations and other due diligence activities to evaluate the condition of the Property and the availability of permits and approvals and that, at Closing, Purchaser will be accepting the Property in its then-current as-is, where-is condition, with all faults.

10. **Post-Closing Obligations.**

(a) **Infrastructure; Special Assessment District.** Following Closing, the City shall construct the improvements to the Overall Project identified on Exhibit D attached hereto ("Infrastructure Improvements"). Purchaser acknowledges that the Property will be subject to one or more special assessment districts for the costs of such Infrastructure Improvements.

(b) **Easements.** If any roads established within the Property have not been dedicated and accepted as public improvements, such roads shall be subject to an easement for ingress and egress

for the benefit of the public. Upon request by the City, Purchaser shall execute an easement agreement granting to the public the right to utilize the roads within the Property, which agreement shall contain such additional terms which are reasonably acceptable to the parties. In addition, upon request by the City, the Purchaser shall grant an easement for ingress and egress over the driveways established within the Property for the benefit of one or more adjacent parcels. Upon request by the City, Purchaser shall execute an easement agreement granting an easement for ingress and egress to and from such adjacent parcel(s), which agreement shall contain such additional terms which are reasonably acceptable to the parties.

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

(i) Purchaser shall use its best efforts to construct all improvements to and within the Property in accordance with the plans that have been approved by the City. Purchaser shall commence construction of such improvements within six (6) months from the Closing date and shall complete such improvements within twenty four (24-) months from the Closing date provided that the completion date may be extended for any reasonable time which results from conditions or events which are outside of Purchaser's control. For purposes of the foregoing, commencement of construction shall mean that Purchaser has obtained all permits and approvals necessary for the construction of such improvements and that all necessary utility improvements and building footings have been installed. Purchaser agrees that Purchaser's business within the Property shall be fully stocked and fully staffed and Purchaser shall commence operation of its business from the Property within twenty four (24) months from the Closing date.

(ii) In the event that Purchaser does not construct its improvements within the Property or open and/or commence to operate its business from the Property as provided in Paragraph 10(c)(i) above, or, if following commencement of operation of Purchaser's business from the Property, the Property ceases to be used for a recreation center, upon serving the Purchaser with a sixty (60) day written Notice to Cure said default, the City shall have the option to re-purchase the Property from Purchaser. The purchase price shall be all out-of-pocket costs expended by Purchaser to design and construct the vertical improvements within the Property. If during the above-described period, Purchaser cures the obligation contained in the above-described Notice, then City's option to purchase shall be extinguished unless similar events occur in the future at which time a similar Notice to Cure shall again be required. At the closing for any such repurchase of the Property by City, Purchaser shall be responsible for the payment of all transfer taxes payable in connection with such transaction which transfer shall be subject to any encumbrances, obligations, or other title exceptions which may at that time exist with regard to the Property.

(d) **Demolition Activities.** Purchaser acknowledges and agrees that the City shall not have any obligation to demolish existing improvements and/or structures within the Property and that any such demolition activities are Purchaser's sole obligation. The City shall have the right, but not the obligation, to utilize any structures within the Property that are intended to be demolished by Purchaser in connection with training activities for the City of Ypsilanti Fire Department. Purchaser shall notify the City prior to demolishing any existing structures within the Property.

11. **Condemnation.** In the event that, prior to Closing, notice of any action, suit or proceeding shall be given for the purpose of condemning all or any portion of the Property, then Purchaser shall have the right to terminate its obligations under this Agreement within ten (10) days from its receipt of such notice of condemnation proceeding, and upon such termination, the proceeds resulting from the condemnation shall be paid to the City, and the Deposit shall promptly be returned to Purchaser and the parties shall have no further rights or obligations under this Agreement, except for Purchaser's



indemnity obligations, which shall survive. In the event Purchaser elects not to terminate this Agreement, at Closing, the condemnation proceeds shall be assigned and belong to Purchaser.

12. **Default.** In the event that Purchaser defaults in its obligations under this Agreement, the City shall be entitled to all remedies available at law, in equity or under this Agreement. . In the event that the City defaults in its obligations under this Agreement, Purchaser may, as its sole remedy, at its option: (a) seek reimbursement for all costs incurred in conjunction with its performance under this Agreement; or (b) specifically enforce the terms and conditions of this Agreement, provided that Purchaser has fully performed all of its obligations under this Agreement. Purchaser shall not have the right to seek monetary damages from the City. The City shall not have the right to seek monetary damages from the Purchaser.

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

(a) **Due Organization.** Purchaser is a Michigan Municipal Corporation duly organized under the laws of the State of Michigan and has the power to enter into this Agreement and purchase the Property.

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

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

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

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

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

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

18. **Notices.** Any notice to be given or served upon any party to this Agreement must be in writing and shall be deemed to have been given: (a) upon receipt in the event of personal service by actual

delivery (including by telecopy or delivery service); (b) the first business day after posting if deposited in the United States mail with proper postage and dispatched by certified mail, return receipt requested; or (c) upon receipt if notice is given other than by personal service or by certified mail. All notices shall be given to the parties at the following addresses:

**If To the City:** City of Ypsilanti  
One South Huron Street  
Ypsilanti, Michigan 48197  
Attn: Ralph Lange  
Fax No: (734) 483-7260

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

**If To Purchaser:** Washtenaw County Parks & Recreation Commission  
P.O. Box 8645  
Ann Arbor, MI 48107-8645  
Attn: Robert Tetens  
Fax No.: (734) 971-6386

**With A Copy To:** [ian.j.reach@reachlaw.com](mailto:ian.j.reach@reachlaw.com)  
[Reach Law Firm Office of Corporation Counsel](mailto:ian.j.reach@reachlaw.com)  
[106 N. Fourth Ave PO Box 8645](mailto:ian.j.reach@reachlaw.com)  
Ann Arbor, MI, [4810448107-8645](mailto:ian.j.reach@reachlaw.com)

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

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

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

21. **Entire Agreement.** This Agreement embodies the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements,

understandings, representations, warranties and statements, oral or written, are superseded by and merged into this Agreement. Neither this Agreement nor any of its provisions may be waived, modified or amended except by an instrument in writing signed by the party against which enforcement is sought, and then only to the extent set forth in that instrument.

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

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

24. **Successors And Assigns.** Purchaser shall not assign this Agreement without the City's prior written consent. This Agreement shall be binding upon, and its benefits shall inure to, the parties hereto and their respective heirs, personal representatives, successors and assigns.

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

26. **Offer Period.** This offer shall not be withdrawn by Purchaser for a period of thirty (30) days from the date that a copy of this Agreement is signed by Purchaser and has been provided to City. The undersigned parties acknowledge and agree that this Agreement shall not be binding on either party until the Ypsilanti City Council has approved this Agreement pursuant to public meeting and corresponding resolution and this Agreement has been signed by the Mayor of the City of Ypsilanti and any other parties required by the City Council or other applicable ordinances, laws, and the Charter of City of Ypsilanti, and further approved by the Washtenaw County Parks and Recreation Commission and, if applicable, the Washtenaw County Board of Commissioners.”

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

**"PURCHASER"**

**Washtenaw County,  
a Michigan Municipal Corporation**

**By: Robert Tetens**

**Its: Director of the Parks & Recreation Commission**

**Dated: \_\_\_\_\_**

**"THE CITY"**

**CITY OF YPSILANTI,  
a Michigan municipal corporation**

**By: \_\_\_\_\_**

**Its: Mayor**

**And**

**By: \_\_\_\_\_**

**Its: \_\_\_\_\_**

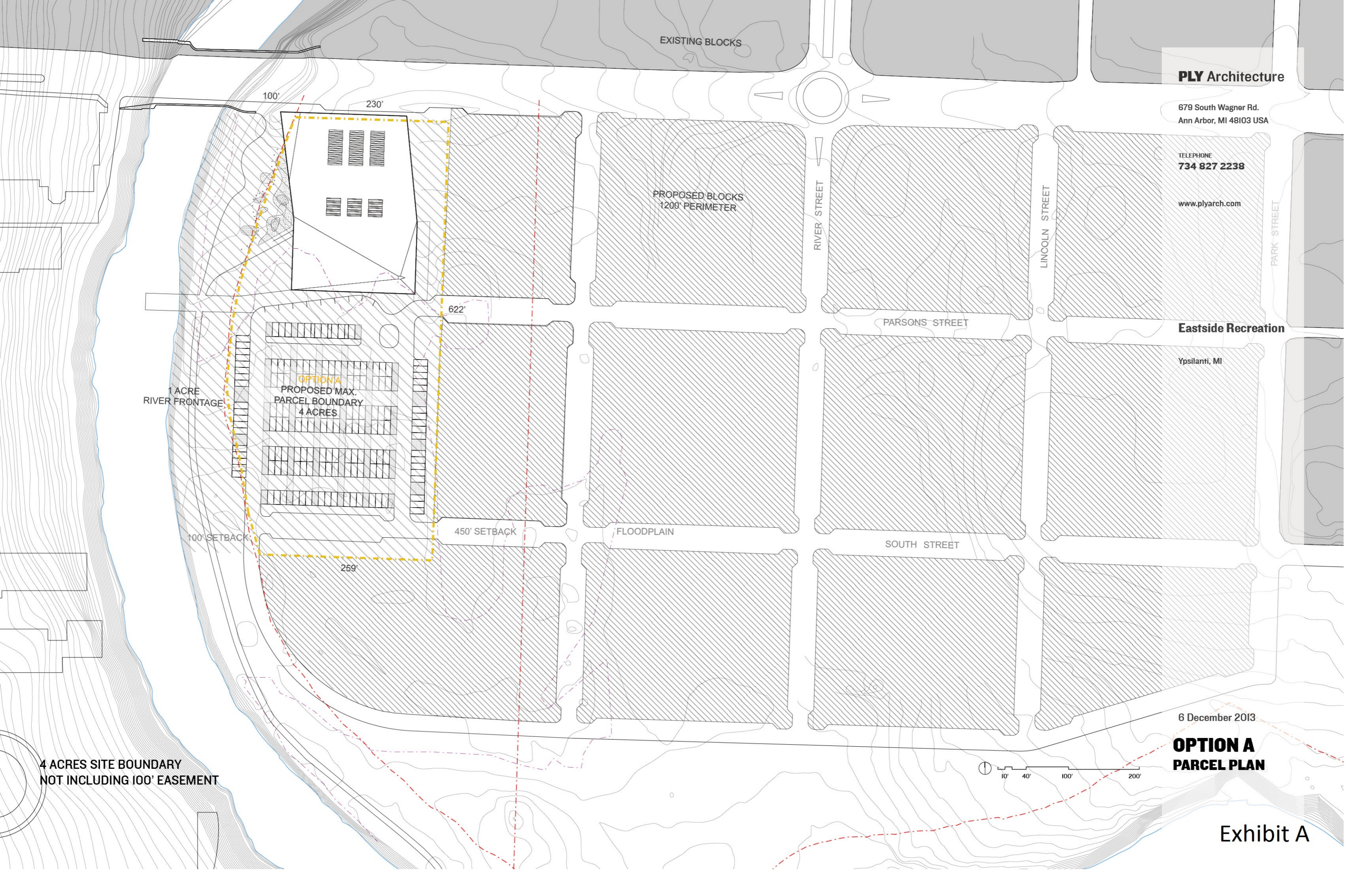
**Dated: \_\_\_\_\_ ("Effective Date")**

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

DRAFT

**OPTION A  
PARCEL PLAN**



EXISTING BLOCKS

PROPOSED BLOCKS  
1200' PERIMETER

PARSONS STREET

SOUTH STREET

FLOODPLAIN

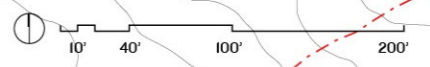
1 ACRE  
RIVER FRONTAGE

100' SETBACK

450' SETBACK

OPTION A  
PROPOSED MAX.  
PARCEL BOUNDARY  
4 ACRES

4 ACRES SITE BOUNDARY  
NOT INCLUDING 100' EASEMENT



**EXHIBIT B**

**DIAGRAM OF THE OVERALL PROPERTY**

DRAFT

LEGAL DESCRIPTION

DESCRIPTION OF 38 ACRE PARCEL OF LAND  
IN THE NE 1/4 OF SECTION 9, T3S, R7E, CITY OF YPSILANTI,  
WASHTENAW COUNTY, MICHIGAN

Beginning at the North-East corner of Lot 8 of Gilbert's Park Addition to the City of Ypsilanti, as recorded in Liber 67 of Deeds, Page 150, Washtenaw County Records, Michigan;

thence S 02°11'58" W 314.70 feet along the Easterly line of Lots 8 & 9 of said Gilbert's Park Addition;  
thence S 02°39'49" W 299.48 feet along the Easterly line of the vacated Westerly 33.00 feet of Park Street;  
thence S 88°01'57" E 78.99 feet along the Northernly line of the vacated Park Street and the North line of Lot 234 of the Plat of the Original Village of Ypsilanti (now City), as recorded in Transcripts, Page 162, Washtenaw County Records, Michigan;  
thence S 01°58'03" W 132.00 feet;  
thence S 88°01'57" E 118.25 feet;  
thence S 02°17'49" W 107.43 feet along the West line of Lot 236 of said Plat of the Original Village of Ypsilanti;  
thence S 87°56'41" E 134.33 feet;  
thence S 02°18'05" W 288.36 along the East line of Lot 237 of said Plat of the Original Village of Ypsilanti to Reference Point 'A';  
thence continuing N 88°01'57" W along the South line of Lot 237 of said Plat of the Original Village of Ypsilanti to the water's edge of Huron River;  
thence Westerly and Northernly along the water's edge of said Huron River to the Southerly right-of-way line of Michigan Avenue (99.00 feet wide);  
thence S 87°53'00" E along the Southerly right-of-way line of said Michigan Avenue to Reference Point 'B', said Reference point 'B' being the following 18 courses along an intermediate traverse line from aforementioned Reference Point 'A':

N 38°47'58" W 309.10 feet,  
N 89°24'13" W 40.73 feet,  
N 58°14'11" W 87.43 feet,  
S 62°35'56" W 353.18 feet,  
S 80°42'51" W 267.16 feet,  
S 65°50'07" W 234.27 feet,  
N 79°19'43" W 219.06 feet,  
N 54°19'29" W 106.32 feet,  
N 54°12'59" W 171.50 feet,  
N 47°45'59" W 148.90 feet,  
N 32°55'29" W 89.12 feet,  
N 33°40'02" W 116.79 feet,  
N 12°47'38" W 51.82 feet,  
N 12°07'20" W 169.77 feet,  
N 02°07'22" W 105.96 feet,  
N 08°15'47" E 50.28 feet,  
N 05°36'02" E 200.01 feet and  
N 15°54'30" E 179.31 feet;

thence continuing S 87°53'00" E 844.06 feet along the Southerly right-of-way line of said Michigan Avenue;  
thence S 88°04'00" E 612.95 feet along the Southerly right-of-way line of said Michigan Avenue, the North line of Lots 214-217 of said Plat of the Original Village of Ypsilanti and the North line of Lots 5-8 of said Gilbert's Park Addition to the Point of Beginning, including all that land contained within the easterly and northerly water's edge of the Huron River to the aforementioned intermediate traverse line, containing 38 acres of land, more or less to the water's edge, being part of the NE 1/4 of Section 9, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan, Lots 5-12 of Gilbert's Park Addition to the City of Ypsilanti, as recorded in Liber 67 of Deeds, Page 150, Lots 1-25 of Follett's Addition as recorded in Liber 43 of Deeds, Page 490 and Lots 214-233 and part of Lots 234-237 of the Plat of the Original Village of Ypsilanti (now City), as recorded in Transcripts, Page 162, Washtenaw County Records.  
Subject to easements and restrictions of record, if any.

The undersigned hereby certifies to the CITY OF YPSILANTI, TITLE INSURANCE COMPANY, that:

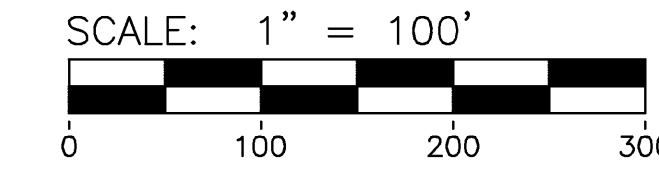
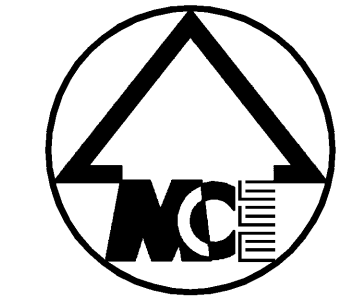
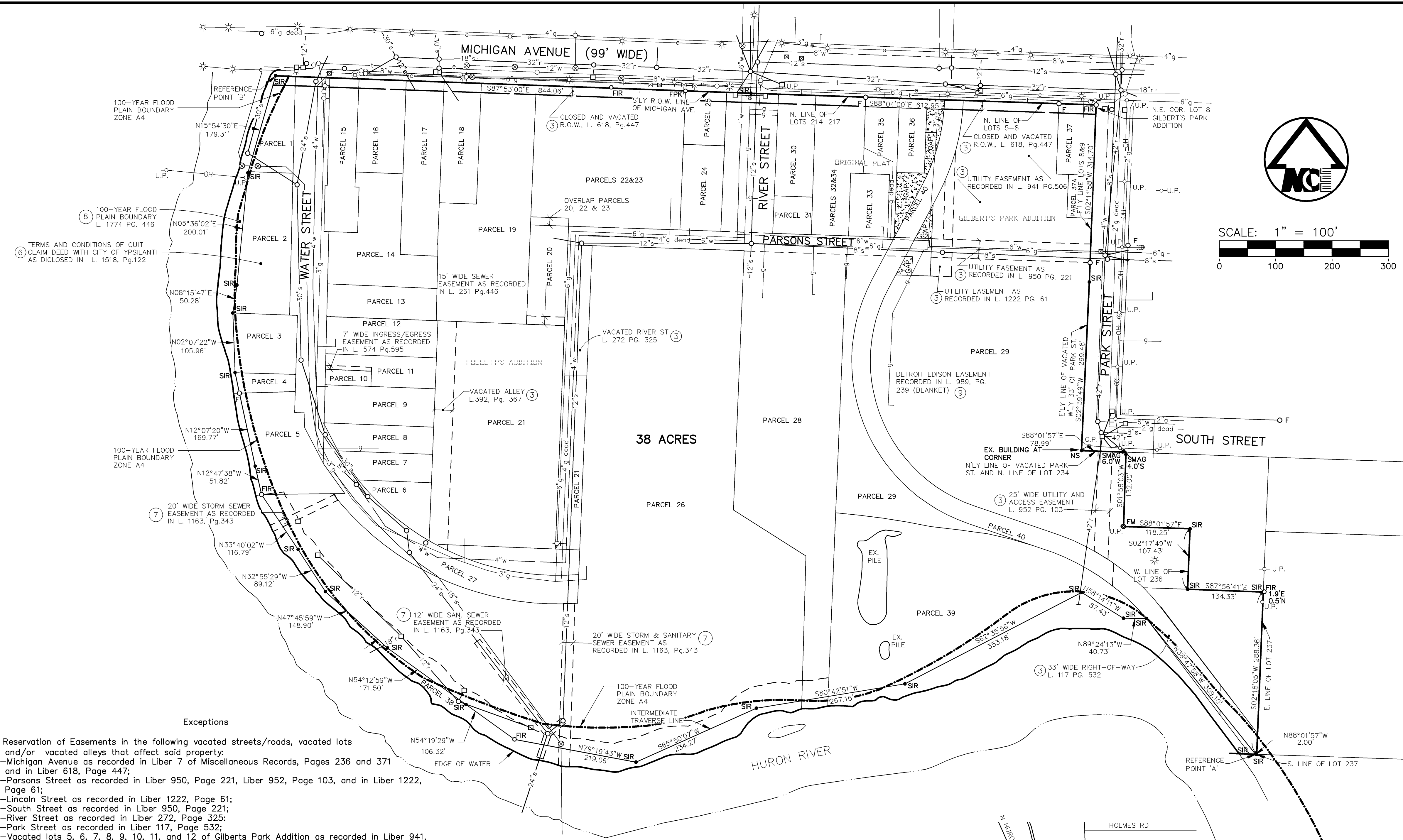
- (i) the survey ("the Survey") to which this Certificate is attached, prepared by the undersigned, a professional registered land surveyor, and entitled "Certificate of Survey", was actually made by instrument survey upon the ground;
- (ii) the Survey and the information, courses and distances shown therein are correct;
- (iii) based upon a careful physical inspection of the premises, there are no visible easements or rights-of-way over, encroachments by improvements located on adjacent property onto, or uses affecting this property or easement areas existing for the benefit of land appurtenant to this property or otherwise, other than those specifically shown and depicted on the survey;
- (iv) easements, rights-of-way and setback lines set forth in the title commitment issued by the TRANSNATION TITLE INSURANCE COMPANY are shown and identified by their recording information;
- (v) the premises have direct access to Michigan Avenue and Park Street, dedicated public ways;
- (vi) except as shown on the survey, the parcel described herein does not lie within any flood hazard areas in accordance with the City of Ypsilanti Flood Insurance Rate Map Community Panel No. 260216 0005 C, dated September 10, 1982.

This Survey is made in accordance with the accuracy requirements of the American Land Title Association, the American Congress on Surveying and Mapping and the National Society of Professional Surveyors.

NOTE: THIS SURVEY WAS PREPARED USING TRANSNATION TITLE INSURANCE COMPANY TITLE COMMITMENT NO. ANN658107, REVISION 6, DATED OCTOBER 18, 2006.

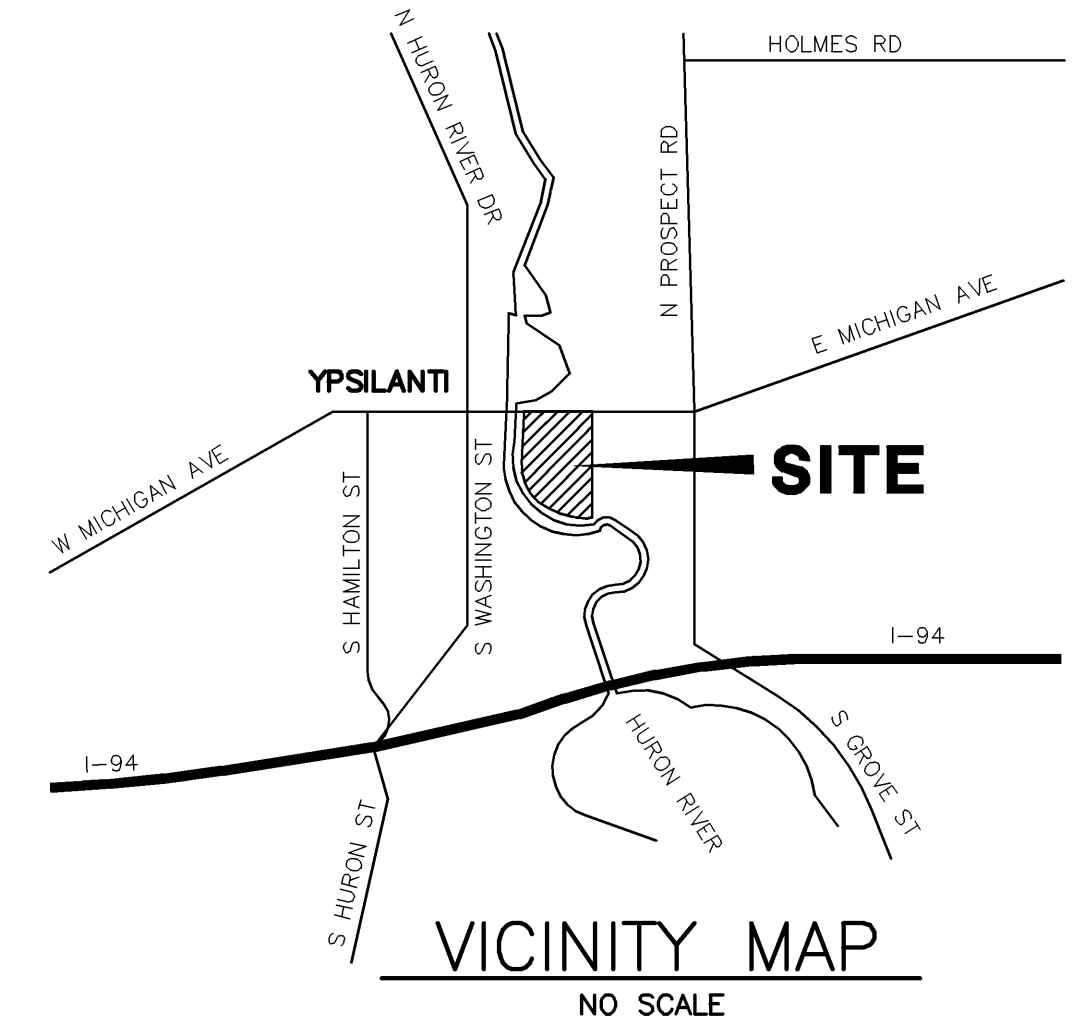
MIDWESTERN CONSULTING, LLC

Patrick L. Hastings PS No. 37277  
Dated: May 1, 2007.



LEGEND

- F FOUND IRON PIPE
- FM FOUND MONUMENT
- FPK FOUND P.K.
- SIR SET IRON ROD
- FIR FOUND IRON ROD
- SMAG SET MAG NAIL
- NS NOT SET
- 100-YEAR FLOOD PLAIN
- GAP PARCEL
- U.P. EXIST. UTILITY POLE
- G.P. EXIST. GUY POLE
- ⊠ ELEC. TRANSFORMER
- OH EXIST. OVERHEAD UTILITY LINE
- \* EXIST. LIGHT POLE
- t EXIST. TELEPHONE LINE
- e EXIST. ELECTRIC LINE
- g EXIST. GAS LINE
- w EXIST. WATER MAIN
- H EXIST. HYDRANT
- B EXIST. GATE VALVE IN BOX
- W EXIST. GATE VALVE IN WELL
- S EXIST. STORM SEWER
- C EXIST. CATCH BASIN OR INLET
- S EXIST. SANITARY SEWER
- S SIGN
- S TELEPHONE RISER
- S WATER METER
- S GAS METER



NOTE: BUILDINGS, PAVED SURFACES, OTHER IMPROVEMENTS AND ENCROACHMENTS EXIST BUT ARE NOT SHOWN ON THIS SURVEY

- Exceptions
3. Reservation of Easements in the following vacated streets/roads, vacated lots and/or vacated alleys that affect said property:
    - Michigan Avenue as recorded in Liber 7 of Miscellaneous Records, Pages 236 and 371 and in Liber 618, Page 447;
    - Parsons Street as recorded in Liber 950, Page 221, Liber 952, Page 103, and in Liber 1222, Page 61;
    - Lincoln Street as recorded in Liber 1222, Page 61;
    - South Street as recorded in Liber 950, Page 221;
    - River Street as recorded in Liber 272, Page 325;
    - Park Street as recorded in Liber 117, Page 532;
    - Vacated lots 5, 6, 7, 8, 9, 10, 11, and 12 of Gilbert's Park Addition as recorded in Liber 941, Page 506;
    - Vacated alley as recorded in Liber 392, Page 367.
  4. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes for Water Street, River Street, Parsons Street and Michigan Avenue.
  5. Rights, if any, of the United States government, the State of Michigan, any other governmental entity, riparian owners, the public or private persons existing in or with respect to the present and past bed, banks, bottomland and waters of Huron River, as to Parcels 1,2,3,4,5,28,38 and 39.
  6. Easements and the terms, conditions and provisions thereof which are recited in Right-of-Way recorded in Liber 1518, Page 122, as to Parcels 2, 3 and 11.
  7. Easements for Storm Sewer and Sanitary Sewers in the instrument recorded in Liber 1163, Page 343, as to Parcels 20 and 26.
  8. Portions of said property may lie within the 100-year flood plain, as set forth in Liber 1774, Pages 446 and 448.
  9. Easement granted to Detroit Edison Company recorded in Liber 989, Page 239, as to Parcel 29.

**MIDWESTERN CONSULTING**  
Civil, Environmental and Transportation Engineers  
Planners, Surveyors  
Landscape Architects  
3815 Plaza Drive  
Ann Arbor, Michigan  
Phone: 734.985.0200  
Fax: 734.985.0599

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**CLIENT**  
CITY OF YPSILANTI  
505 W. MICHIGAN AVE.  
YPSILANTI, MI 48197  
KAREN HART  
734-483-9646

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**WATER STREET**  
ALTA/ACSM SURVEY OF A 38 ACRE PARCEL OF LAND  
LOCATED IN THE NE 1/4 OF SECTION 9, T3S, R7E,  
CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

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**1**

JOB No.	03162
DATE	11-22-04
SHEET	1 OF 1
REV. DATE	REV. DATE
2/3/05	3-17-05
ADD:	ENG:
11-09-06	PLH
5-01-07	TECH: MOW
	REV. 6
	03162



**EXHIBIT C**

**NEW ZONING ORDINANCE**

DRAFT

**DIVISION 17. CRD COMMERCIAL REDEVELOPMENT DISTRICT****(Revised after March 17, 2009 Council meeting)****Sec. 122-522. Description and Purpose.**

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

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

**Sec. 122-523. Permitted uses.**

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

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

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

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

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

**Sec. 122-524. Permitted Accessory Uses**

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

accordance with Article XI, Division 2.

**Sec. 122-525. Special uses.**

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

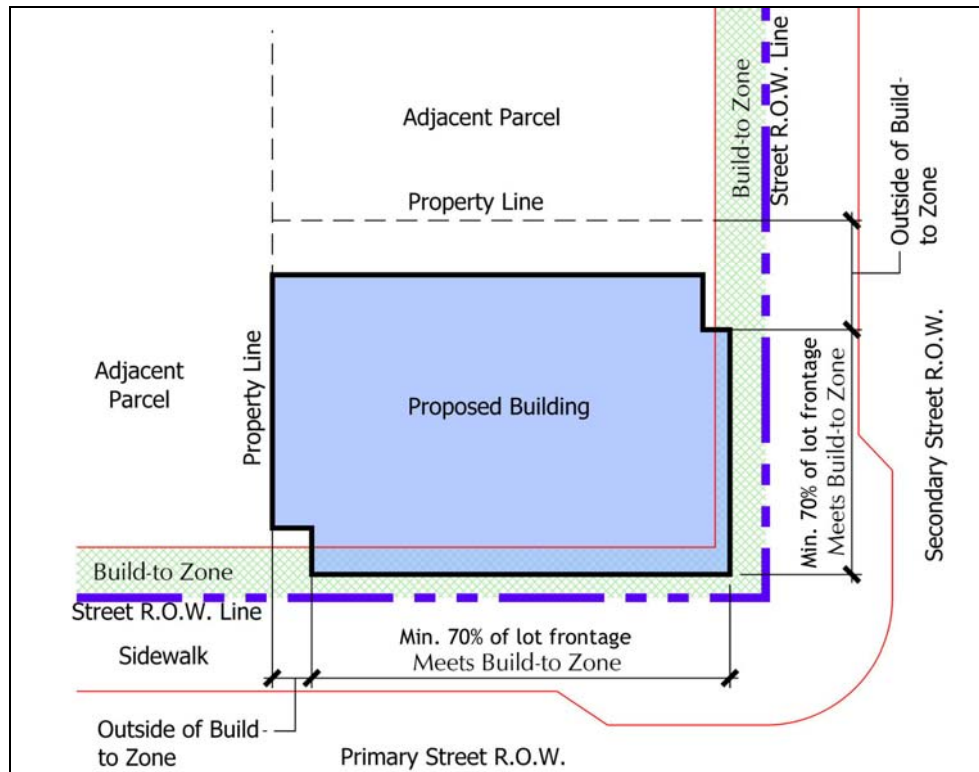
- (1) Any other use which meets the intent of this district.
- (2) Adult drop-in centers.
- (3) Any structure that exceeds an area of ten thousand (10,000) square feet at the ground level.
- (4) Any non-residential establishment intending to operate between 2 a.m. and 6 a.m. during any 24-hour period.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

**Sec. 122-526. Area regulations.**

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

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

Figure 122-526a – Front Yard Maximum Setback Example



**Sec. 122-527. Height regulations.**

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

**Sec. 122-528. Development Standards.**

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

(1) Access, parking, service

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

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

(2) Building Scale and Articulation

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

(3) Building Materials

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

(4) Landscaping

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

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

DRAFT



**DIVISION 18. RRD RESIDENTIAL REDEVELOPMENT DISTRICT**

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

**Sec. 122-529. Description and Purpose.**

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

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

**Sec. 122-530. Permitted uses.**

Permitted Residential Uses:

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

Permitted Commercial Uses:

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

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

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

(20) Theaters, when completely enclosed

**Sec. 122-531. Permitted Accessory Uses**

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

**Sec. 122-532. Special uses.**

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

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

**Sec. 122-533. Area regulations.**

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

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

**Sec. 122-534. Height regulations.**

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

**Sec. 122-535. Development Standards.**

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

(1) Access, Parking, Service

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

(2) Building Scale and Articulation

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

(3) Materials.

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

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

(4) Landscaping

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

**CRD / RRD DISTRICT SIGNAGE AMENDMENTS**

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

**Sec. 122-875. Number of signs permitted.**

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

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

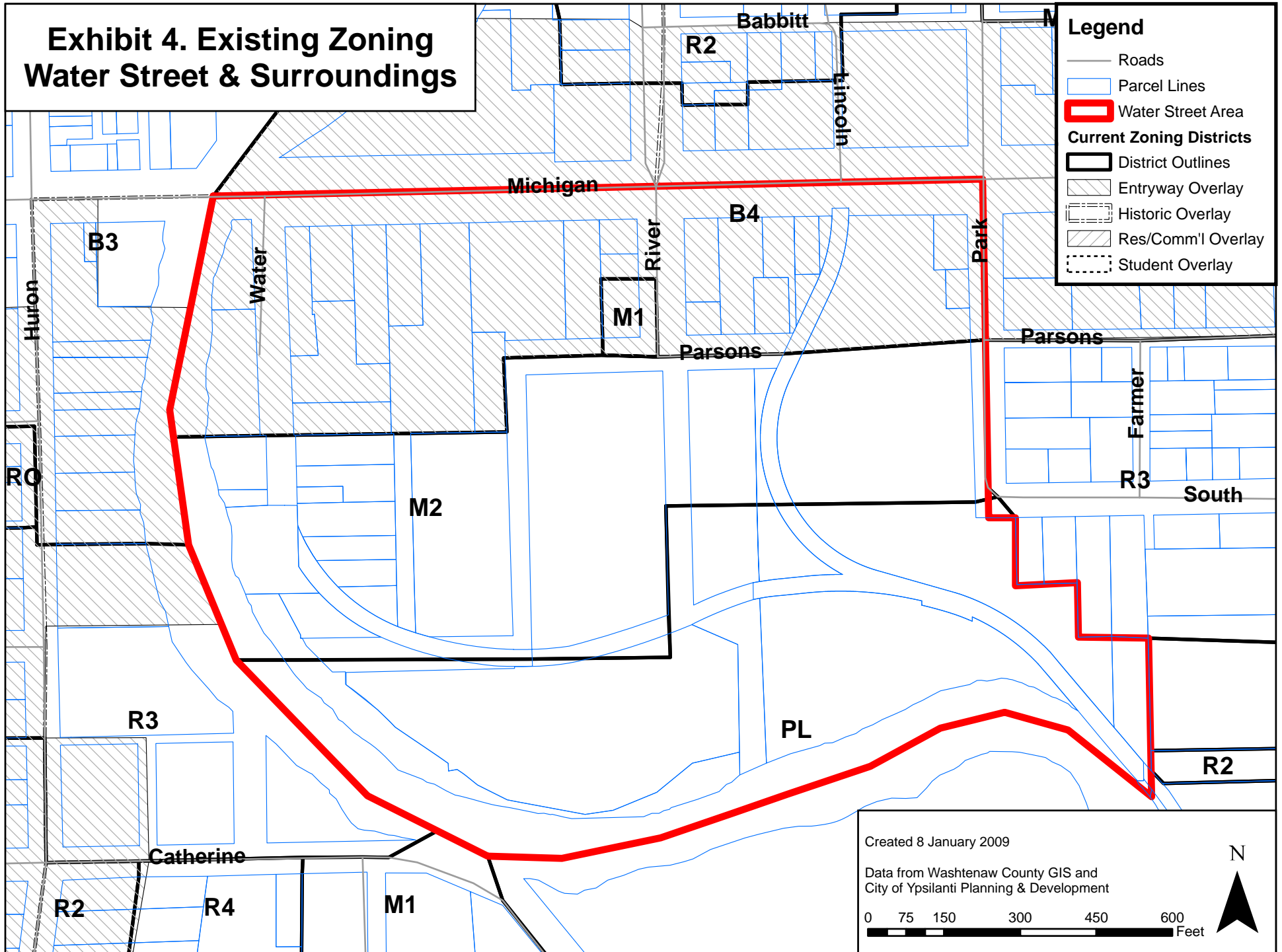
**Sec. 122-880. Schedule A--Area, height and placement regulations for permanent signs.**

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

Categories:

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

# Exhibit 4. Existing Zoning Water Street & Surroundings



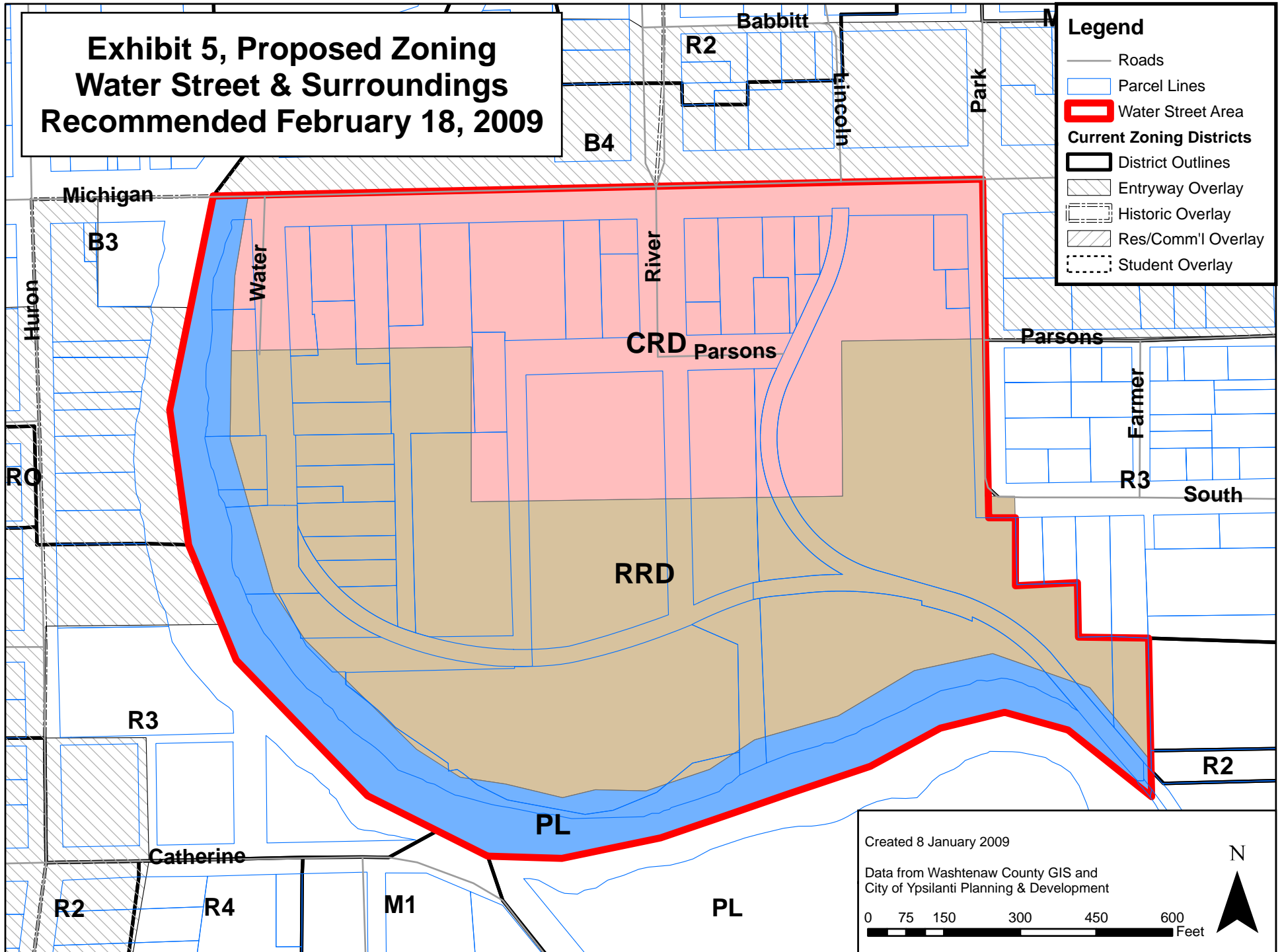
Created 8 January 2009

Data from Washtenaw County GIS and  
City of Ypsilanti Planning & Development

0 75 150 300 450 600 Feet



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



- Legend**
- Roads
  - ▭ Parcel Lines
  - ▭ Water Street Area
  - Current Zoning Districts**
  - ▭ District Outlines
  - ▨ Entryway Overlay
  - ▨ Historic Overlay
  - ▨ Res/Comm'l Overlay
  - ▨ Student Overlay

Created 8 January 2009

Data from Washtenaw County GIS and  
City of Ypsilanti Planning & Development

0 75 150 300 450 600 Feet





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

**ARTICLE IX. PLANNED UNIT DEVELOPMENT\***

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

**Sec. 122-571. Description and purpose.**

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

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

**Sec. 122-572. Permitted uses.**

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

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

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

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

The following requirements shall apply to all planned unit developments:

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

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

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

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

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

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

(Ord. No. 626A, § 5.146, 7-15-1994)

**EXHIBIT D**

**INFRASTRUCTURE IMPROVEMENTS**

DRAFT