

**Village of Oxford Planning Commission Agenda**  
**Tuesday, June 18, 2024, 7:00 P.M.**  
**Council Chambers located at:**  
**22 W Burdick Street, Oxford, MI**  
**Tel: 248-628-2543**

1. **Call to Order:** Chairman Jon Nold
2. **Respects to the Flag**
3. **Roll Call:** Justin Ballard, Scott Flynn, CJ Gozdor, Maureen Helmuth, Jon Nold, Leslie Pielack, Tom Schultz.
4. **Approval of Agenda:** June 18, 2024
5. **Approval of Minutes:** May 7, 2024
6. **Public Hearing:**
  - a. **Special Use Signs-** Pursuant to Zoning Ordinance Section 7.4.8(F)(2)(b). 51 S. Washington. Maximum Surface Display Area of a Projecting Wall Sign.
  - b. **Conditional Rezoning-Washington Triangle-** Conditional Rezoning from R-1 Residential to RM Multi-family, Owner-Occupied Townhouse Style Units.
7. **Call To Public**
8. **New Business:**
  - a. **PC 24-07, Special Use Signs,** pursuant to Zoning Ordinance Section 7.4.8(F)(2)(b). 51 S. Washington, Oxford, MI. 48371. Maximum Surface Display Area of a Projecting Wall Sign. PID # PO-04-27-202-035. Zoning C-1 Core, Commercial District. Applicant The Good Egg Breakfast Café, owner Familia Properties, LLC, Applicant Kal Mansour.
  - b. **PC 24-08,** Conditional Rezoning Request from R-1 Residential to RM Multi-family, Owner-Occupied Townhouse Style Units. Area known as South Washington Triangle. Parcel ID # PO-04-24-278-020. Property owner Oakland County Holdings LLC. Applicant: Gravel Development Group.
9. **Old Business:**
  - a. **Review Landscaping Ordinance Draft Amendments.**
10. **Public Comment**
11. **Consultant & Administration Comments**
12. **Reports:** Oxford Township Planning Commission  
ZBA  
DDA
13. **Commissioner Comments**
14. **Adjournment**

**VILLAGE OF OXFORD**  
**PLANNING COMMISSION**  
May 7, 2024 - 7:00 p.m.  
**REGULAR MEETING MINUTES**  
Meeting Location ▪ 22 W Burdick Street, Oxford, MI ▪ Tel: (248) 628-2543  
[www.thevillageofoxford.org](http://www.thevillageofoxford.org)

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1. **CALL TO ORDER** The meeting convened at 7:00 p.m.
2. **RESPECTS TO THE FLAG**
3. **ROLL CALL:** Members Present: 5. CJ Gozdor, Maureen Helmuth, Jon Nold, Leslie Pielack, Tom Schultz. Absent: 2. Justin Ballard, Scott Flynn. Staff Present: Recording Secretary Tere Onica, Village Manager Joe Madore, Planner Mario Ortega.  
**MOTION:** by Helmuth/Nold to excuse the absence of Justin Ballard and Scott Flynn. All in favor. Motion adopted.
4. **APPROVAL OF AGENDA:** Meeting Agenda May 7, 2024.  
**MOTION:** by Schultz/Helmuth approving the May 7, 2024, agenda as presented. All in favor. Motion adopted.
5. **APPROVAL OF MEETING MINUTES:** March 19, 2024, Regular Meeting Minutes.  
**MOTION:** by Gozdor/Helmuth approving the March 19, 2024, meeting minutes as presented. All in favor. Motion adopted.
6. **PUBLIC HEARING:** Special Land Use Application, 20 Church Street, PID # 04-22-455-004. Pick-Up Window pursuant to Zoning Ordinance Section 4.1.13. Zoning I-1, Industrial District. The purpose of the public hearing is to receive comments from the public on the proposed Special Land Use Application.  
**MOTION:** by Pielack/Schultz to open the public hearing at 7:04 p.m.  
**Roll Call Vote:** Ayes: 5. Pielack, Helmuth, Schultz, Gozdor, Nold. Nays: 0. Absent: 2. Ballard, Flynn.  
**Public Comments:** None.  
**MOTION:** by Helmuth/Pielack to close the public hearing at 7:04 p.m. All in favor. Motion adopted.
7. **CORRESPONDENCE:** None.
8. **CALL TO PUBLIC:** No comments.
9. **NEW BUSINESS:**
  - a. **PC 24-05, Sign Permit Application, 51 S. Washington St. Suite A, Oxford, MI. 48371. PID # PO-04-27-202-035. Zoning C-1 Core, Commercial District.** Applicant The Good Egg Breakfast Café, owner Familia Properties, LLC, Mark Gjakaj.  
  
Planner Ortega reviewed the sign design with commissioners. The sign face area exceeds 16 square feet (SF) in area as required in Section 7.4.8 (F)(2)(b) of the zoning ordinance.

47 Illumination will have minimal impact, but the applicant failed to indicate the type of material  
48 for the sign face. A photometric sensor with automatic dimmer control module with a  
49 luminance level not to exceed 100 cd/m<sup>2</sup> from dusk to dawn was stipulated for approval.  
50 The size of the sign was compared to the prior existing sign (51-Diner) with pictures on the TV  
51 screen showing the signs. Both signs projected from the wall face into the right-of-way. The  
52 sign design aesthetics were discussed. The applicant was not present for discussion.  
53 **MOTION:** by Helmuth/Schultz to deny the sign application for 51 S. Washington St. Suite A,  
54 Oxford, MI. 48371. PID # PO-04-27-202-035 because it did not meet the size requirement of  
55 Section 7.4.8(F)(2)(b).  
56 **Roll Call Vote:** Ayes: 4. Schultz, Gozdor, Helmuth, Nold. Nays: 1. Pielack. Absent: 2.  
57 Ballard, Flynn. Motion to deny adopted.  
58

- 59 **b. PC 24-06, Special Land Use, Drive Through Window Pre-Order Pick-Up, 20 Church**  
60 **Street, Oxford, MI. 48371, Parcel ID # PO-04-22-455-004. Zoning I-1, Industrial District.**  
61 Applicant and Owner: 20 Church St. LLC. Planner Ortega reviewed the Special Land Use  
62 location, existing conditions, and proposed use. ROWE engineering comments were discussed  
63 regarding the modifications to the south and west sides of the property. There were concerns  
64 over the turning radius of a vehicle to avoid the concrete bump out in relation to the location of  
65 the pick-up window. Wait times and stacking distance were discussed. Signage is necessary to  
66 provide directional aid to drivers. The proximity of the proposed island encroaches on the  
67 existing leaching basin #8. The recommendation to shorten the length of the island in this area  
68 was suggested to avoid blocking the intended drainage course.

69  
70 The plan was compatible with adjacent uses and zoning with no adverse impact on surrounding  
71 land uses. Police Department comments were that the pick-up window would not be a traffic  
72 issue unless the popularity of its' convenience grew. It appeared to be a safer alternative than  
73 the existing curbside service. There was no objection from the fire department as long as the  
74 bypass for the drive-through lane remained accessible for cars to exit the lot.  
75

76 The applicant was open to design changes, removal of the concrete bump out and reduction of  
77 size of the proposed island delineating between the bypass lane and drive-through window.  
78 Signage indicating that the pick-up window was for on-line orders only was agreed to. The  
79 applicants' experience with curbside order pick-up and number of cars waiting was not more  
80 than three or four vehicles. Car volume increases would be occasional and related to certain  
81 days like a weekend, but the applicants did not foresee that car stacking would become an issue  
82 based on other stores' patterns of activity. They were willing and in agreement to make  
83 whatever changes were deemed necessary for safety and compliance with the ordinance.  
84 **MOTION:** by Gozdor/Schultz to approve the Special Land Use for 20 Church St., PID# 04-22-  
85 455-004, Rush Cannabis Drive-Through Window, contingent upon the applicant meeting the  
86 recommendations of the McKenna review letter dated April 29, 2024, the ROWE Engineering  
87 email review dated May 7, 2024, elimination of the concrete bump out curb design and  
88 shortening the length of the proposed new island to avoid encroaching on the five (5) foot  
89 diameter drainage structure. An amendment was offered by Helmuth, supported by Gozdor and  
90 Shultz to adjust the light levels in the parking lot Northwest corner if needed to improve  
91 visibility of directional/instructional signage for on-line order pick-up.

92 **Roll Call Vote:** Ayes: 5. Helmuth, Schultz, Gozdor, Pielack, Nold. Nays: 0.

Absent: 2. Ballard, Flynn. Special Land Use is granted with contingencies noted.

**10. OLD BUSINESS:**

- a. **Landscaping Ordinance Amendments- Review and Discussion.** Review was postponed. Planner Ortega will present comments in an upcoming meeting when hopefully all commissioners can be present.

**11. PUBLIC COMMENT:**

Kyle Morski and his wife, 22 N. Washinton asked for consideration on a zoning ordinance amendment for the size of sign on allowed on their building. They own a vintage building with 57 lineal feet of frontage on M-24. They would like to be able to replace the Williams Glass wall sign with a more proportionate wall sign that would exceed 30 SF.

**CONSULTANT & ADMINISTRATION COMMENTS-**

**12. COMMISSIONER COMMENTS**

**Oxford Township Planning Commission-**Update by Commissioner Nold.  
**ZBA-**No meeting.  
**DDA –** Update by Village Manager.

- 13. FUTURE BUSINESS:** The village manager reported a Special Land Use potential plan for the S. Washington Triangle. The preliminary plan is for a single-family owner-occupied townhouse style unit. This will require a public hearing. An application has not yet been submitted.

- 14. ADJOURNMENT:** With no further business to discuss, the meeting was adjourned at 8:32 p.m. **MOTION:** by Helmuth/Pielack. All in favor. Motion adopted.

Respectfully submitted,  
Tere Onica, Recording Secretary

**VILLAGE OF OXFORD  
PUBLIC HEARING  
SPECIAL USE SIGNS**

Pursuant to the provisions of Village of Oxford Zoning Ordinance, the Village of Oxford Planning Commission will hold a public hearing on Tuesday, June 18, 2024, beginning at 7:00 p.m. (or soon thereafter) in the Oxford Village Council Chambers located at 22 W. Burdick, Oxford, Michigan 48371 to consider the following:

Applicant: Kal Mansour, Familia Properties, LLC.  
Location: 51 S. Washington St., STE A  
Parcel ID: PO-04-27-202-035  
Zoning: C-1, Commercial Core  
Request: Pursuant to Zoning Ordinance Section 7.4.8(F)(2)(b) Maximum surface display area of a projecting wall sign

Comments regarding this Special Use Signs Permit Application can be made to: Village of Oxford Planning Commission, P.O. Box 94, Oxford, MI 48371. Written request may be made in person, during the meeting, or in writing to: Jon Nold, Chairperson, or email comments to [clerk@thevillageofoxford.org](mailto:clerk@thevillageofoxford.org). Persons requiring assistance at the meeting are asked to contact the Clerk's office during regular business hours: Monday-Thursday 8:00 am-5:00 p.m. (248)-628-2543, no less than 72 hours in advance of the meeting if special accommodation is needed.

Jon Nold  
Planning Commission Chair  
Published May 29, 2024, Oxford Leader

**VILLAGE OF OXFORD**  
**PUBLIC HEARING NOTICE**  
Conditional Rezoning – Washington Triangle

The Village of Oxford Planning Commission will hold a public hearing on Tuesday, June 18, 2024, beginning at 7:00 p.m. (or soon thereafter) in the Oxford Village Council Chambers located at 22 W. Burdick, Oxford, Michigan 48371 to consider the following:

Applicant: Gravel Development Group, LLC  
Property Owner: Oakland County Holdings, LLC  
Location: Area known as South Washington Triangle  
Parcel ID: PO-04-27-278-020  
Zoning: R-1 Single Family District  
Request: Conditional Rezoning from R-1 residential to RM Multi-family, owner-occupied townhouse style units

The proposed conditional rezoning application is available for public review at the Village of Oxford Clerk's Office during normal business hours Monday-Thursday 8:00 a.m.- 5:00 p.m. and is posted online at [www.thevillageofoxford.org](http://www.thevillageofoxford.org) under the Planning Commission agenda packet for June 18, 2024. Comments regarding this request may be made in person during the meeting, or in writing to: Jon Nold, Chairperson, Village of Oxford Planning Commission, P.O. Box 94, Oxford, MI 48371. Anyone with special needs requiring assistance at the meeting should contact the Clerk's office not less than seventy-two (72) hours in advance of the meeting.

Jon Nold  
Planning Commission Chairperson  
22 W Burdick, Oxford MI 48371  
Publish Oxford Leader 05/29/2024

VILLAGE OF OXFORD  
Building Services Department  
22 West Burdick, P.O. Box 94  
Oxford, MI 48371-0094  
E-Mail: office@thevillageofoxford.org  
248-628-2543



PC 24-07  
(PC 24-05)

### SIGN PERMIT APPLICATION

Application is hereby made for a permit to **INSTALL/ALTER** a sign on the following property:

1. Application and Review fees must be included with application
2. Two (2) sets of plan are required per Chapter 4 (Sign Ordinance).

LOCATION: 51 S Washington St, Ste A Sidwell# PO-04-27-202-035

Name of Business: The Good Egg Breakfast Cafe

Name of Business Owner: Familia Properties, LLC Owner Phone: Mark Gjokaj 248-917-7216

Contractor Name: Kal Mansour - Sign Emporium Inc License/Expiration date: 12-31-24

Address: 11035 E 9 Mile Rd City: Warren State: MI Zip: 48089

Phone: 586-576-7901 Email: signsbykal@gmail.com

Applicant's Signature: [Signature]

#### Type of Sign (Fill in Only Those that Apply)

GROUND \_\_\_\_\_ Sign Area: \_\_\_\_\_ Height: \_\_\_\_\_  
(not including base or supports)  
(including base or supports)

WALL \_\_\_\_\_ Sign Area: \_\_\_\_\_ Linear Width of Storefront or Building Frontage \_\_\_\_\_  
Area of any existing or proposed projecting signs: \_\_\_\_\_

WINDOW \_\_\_\_\_ Sign Area: \_\_\_\_\_ Dimensions of window(s) \_\_\_\_\_

PROJECTING 50"x67" Sign Area: 23sq ft Area of any existing or proposed wall signs: \_\_\_\_\_

MARQUEE \_\_\_\_\_ Sign Area: \_\_\_\_\_  
\*\*PLEASE NOTE THAT MARQUEE SIGNS REQUIRE PLANNING COMMISSION APPROVAL\*\*

TEMPORARY BANNER \_\_\_\_\_ Sign Area: \_\_\_\_\_ Proposed dates of display: \_\_\_\_\_

A-FRAME \_\_\_\_\_ Sign Area: \_\_\_\_\_ Height: \_\_\_\_\_ Materials: \_\_\_\_\_

SPECIAL LAND USE

Special Land Use approval is required for proposed signs that do not meet the specific requirements of the Ordinance. Special Land Use requires Planning Commission approval after a public hearing.

Do you wish to apply for Special Land Use approval?       No       Yes

PC DESIGN APPROVAL

Planning Commission Design approval is required for all internally illuminated signs in the C-1 Core and C-1 Transition zoning districts.

Do you wish to apply for PC Design Approval?       No       Yes

ADDITIONAL REQUIREMENTS

- Attach a drawing of the location of the sign(s) on the building and/or site.
- Attach a picture of the proposed design of the sign (placeholders may be used if content has not yet been determined).
- All permanent signs must be approved by the Building Department prior to installation.
- Inspection will be required when installation is complete. Contact Village of Oxford to schedule the inspection.

FEES

Application Fee .....\$15  
 Permit Fee per sign.....\$85  
 Contractor Registration Fee .....\$15

\*\*\*\*\*

Special Land Use Fee (if needed) .....\$300      >  
 Public Hearing Fee (for SLU).....\$150      >

\*\*\*\*\*

PC Design Approval .....\$150

TOTAL FEES: 450.00

\_\_\_ APPROVED    \_\_\_ DISAPPROVED

\_\_\_\_\_  
Signature of Building Inspector

\_\_\_\_\_  
Date



# Double-Sided Lit Blade Sign



Mounting Detail

After

Sign Description

The Good Egg

Date:

3-7-23

Site Address: 51 S Washington St  
Oxford, MI 48371

Contact Info:

Landlord Info:

Photo of Suite:

Meas. of Suite:

Site Plan:

Eps Artwork:

Check Sign Ordinance:

Wall Color SW#:

Landlord Approval:

Permits Needed:

**ACCEPTANCE OF ARTWORK** The drawing above is an artistic representation ONLY. Elements may vary based on field measurements. This color proof is intended for verification of spelling, layout, color and composition. (PLEASE HELP AVOID UNNECESSARY COSTS BY CHECKING THIS PROOF CAREFULLY.) Signature constitutes authorization to proceed with specifications and conditions of this document as specified. All artwork and designs are property of Sign Emporium and may not be used without expressed written permission of Sign Emporium.

Approval: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGN EMPORIUM**

phone: 586.576.7901

fax: 866.881.8182

11035 E 9 Mile Rd

Warren, MI 48089

email: signsbykat@gmail.com



Mounting Detail

Before

Sign Description

The Good Egg

Date:

3-7-23

Site Address: 51 S Washington St  
Oxford, MI 48371

Contact Info:

Landlord Info:

Photo of Suite:

Meas. of Suite:

Site Plan:

Eps Artwork:

Check Sign Ordinance:

Wall Color SW#:

Landlord Approval:

Permits Needed:

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Approval: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGN EMPORIUM**

phone: 586.576.7901

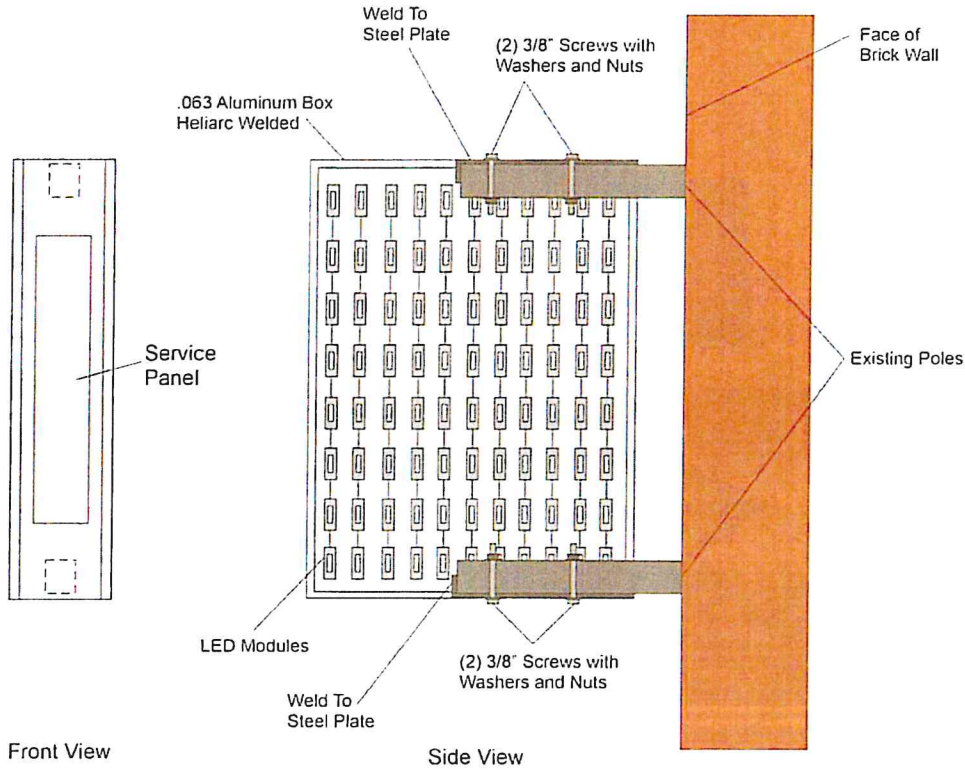
fax: 866.881.8182

11035 E 9 Mile Rd

Warren, MI 48089

email: signsbykat@gmail.com

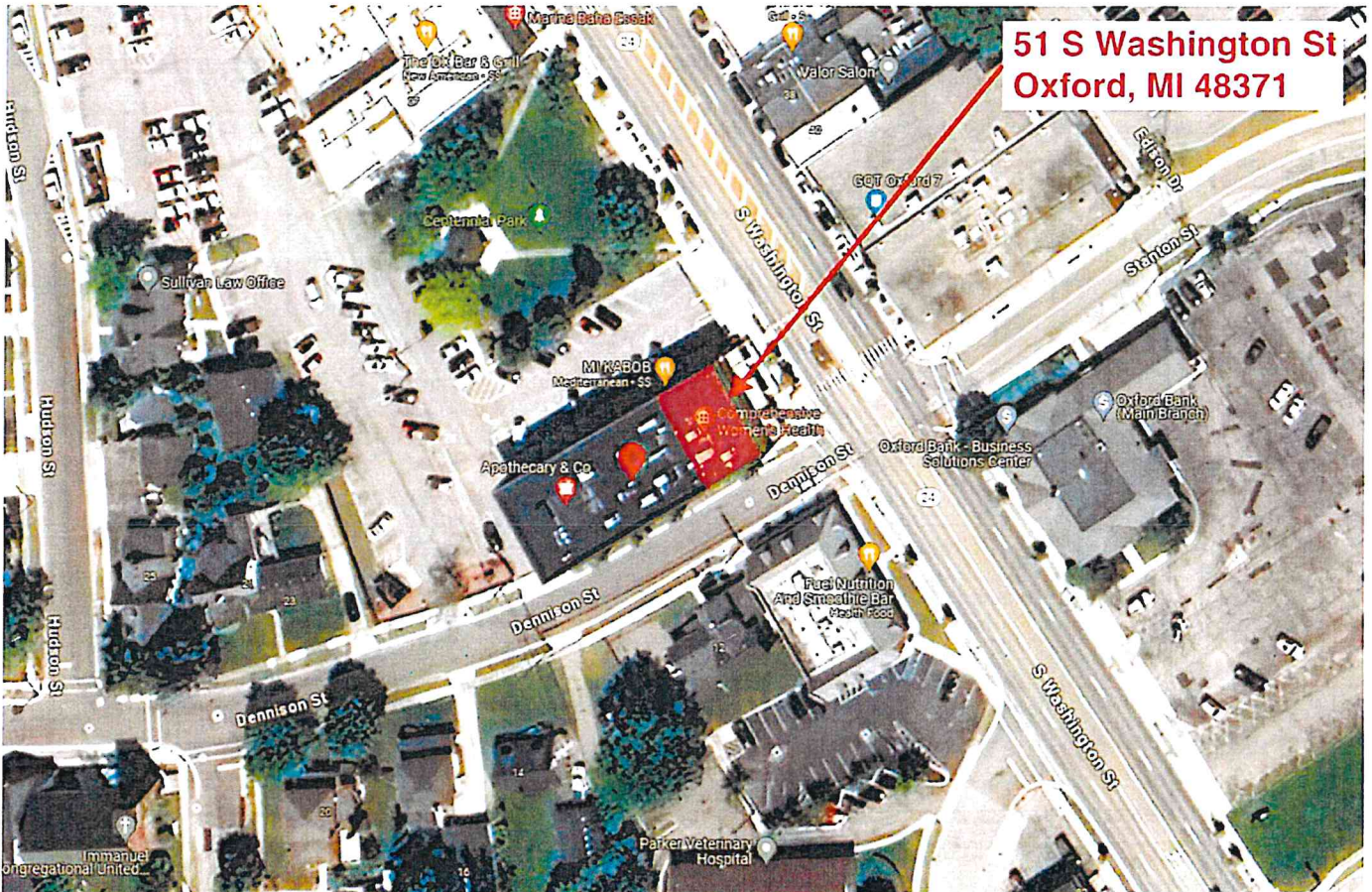
# Double-Sided Lit Blade Sign



Mounting Detail	
Sign Description <b>The Good Egg</b>	
Date:	3-7-23
Site Address:	51 S Washington St Oxford, MI 48371
Contact Info:	
Landlord Info:	
Photo of Suite:	
Meas. of Suite:	
Site Plan:	
Eps Artwork:	
Check Sign Ordinance:	
Wall Color SW#:	
Landlord Approval:	
Permits Needed:	
<b>SIGN EMPORIUM</b> phone: 586.576.7901 fax: 866.891.8182 11035 E 9 Mile Rd Warren, MI 48089 email: signsbykal@gmail.com	

ACCEPTANCE OF ARTWORK The drawing above is an artistic representation ONLY. Elements may vary based on field measurements. This color proof is intended for verification of spelling, layout, color and composition. (PLEASE HELP AVOID UNNECESSARY COSTS BY CHECKING THIS PROOF CAREFULLY.) Signature constitutes authorization to proceed with specifications and conditions of this document as specified. All artwork and designs are property of Sign Emporium and may not be used without expressed written permission of Sign Emporium.

Approval: \_\_\_\_\_ Date: \_\_\_\_\_





June 10, 2024

Planning Commission  
Village of Oxford  
22 W. Burdick Street, PO Box 94  
Oxford, Michigan 48371

**Subject:** The Good Egg Restaurant – Special Use Sign Review *(Application received May 22, 2024)*

**Location:** 51 S. Washington Street – Parcel #04-27-202-035 *(Northwest corner of S Washington and Dennison Streets)*

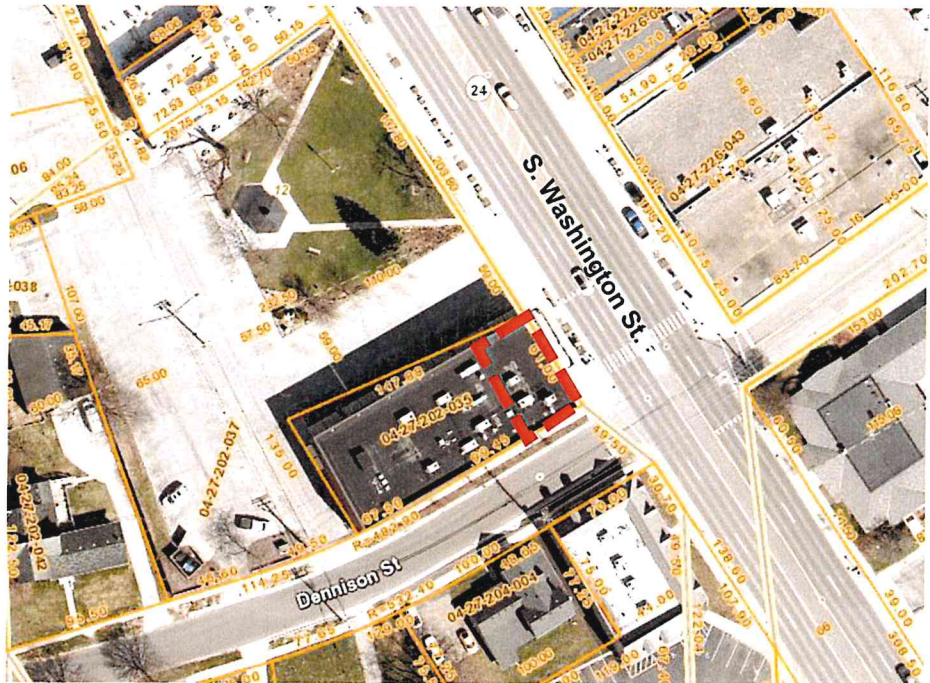
**Zoning:** C-1 Core

Dear Planning Commissioners:

At the request of the Village, we have reviewed the above referenced special use for a sign application. The contractor is Sign Emporium, Inc. on behalf of the business owner Familia Properties, LLC. d/b/a The Good Egg Breakfast Cafe.

### EXISTING CONDITIONS AND REQUESTED SIGNAGE

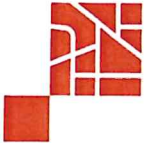
The lot is currently occupied by a two-story multi-tenant commercial building. The applicant is occupying the ground floor eastern corner unit with frontage on S. Washington Street. Currently, the unit has no signage on the S. Washington Street frontage. The applicant is proposing to install one projecting 23 square foot (SF) wall sign at the northeast corner of the building on the S Washington Street frontage. The sign would project 50 inches into the S. Washington Street right-of-way over the existing sidewalk. The bottom edge of the sign would be approximately 15 feet 6 inches above the sidewalk grade. The sign would be an internally illuminated aluminum box sign with yellow and white text and graphics on a black background. The light would project through the yellow and white text and graphics. The building façade is comprised of red/brown face brick with large scale windows on the ground elevation and double sash windows on the second floor.



**HEADQUARTERS**  
235 East Main Street  
Suite 105  
Northville, Michigan 48167

O 248.596.0920  
F 248.596.0930  
MCKA.COM

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### REQUESTED SPECIAL USE FOR A SIGN

The proposed sign does not comply with three standards of the Zoning Ordinance. Sec. 7.4.8(E)(2)(b) states that projecting wall signs shall have a maximum surface area of 16 SF; the proposed sign is 23 SF. Sec. 7.4.8(E)(2)(c) states projecting wall signs shall not be mounted above the first story on a multi-story building; the proposed sign is higher than permitted. Sec. 7.4.8(E)(2)(e) states projecting signs shall not be internally illuminated; the proposed sign is internally illuminated.

When a sign permit is denied for lack of compliance with the zoning ordinance Sec. 7.4.10 allows a business owner to request a proposed sign be considered by the Planning Commission as a special use. The Planning Commission shall make a determination as to whether the proposed sign complies with the seven criteria outlined in Sec. 7.4.10(B) in addition to other applicable criteria established in Article 9.

The applicant is requesting a special use sign review by the Planning Commission to allow for the sign to exceed the maximum permitted sign area by seven (7) SF, for the sign to be placed above the first story of the two story building and for the sign to be internally illuminated.

### CRITERIA FOR APPROVAL REVIEW COMMENTS

Section 7.4.10(B) gives the general standards for approval of Special Use Sign Applications. We have reviewed the application in accordance with those standards and sound planning and design principles. We offer the following comments for your consideration.

- The sign shall not endanger the public health, safety, and welfare by obscuring the vision of drivers on adjacent roads and streets.** The sign would not obscure the vision of drivers. The projecting wall mounted sign would be above the level of traveling vehicles and be adjacent to the building. The sign would not interfere with the clear vision of drivers stopped at the S Washington and Dennison Streets intersection looking at southbound traffic. However, as an internally illuminated sign, it has the potential to cause excessive glare if the light level creates an overly harsh and distracting lamination. We recommend a photometric sensor with an automatic dimmer be installed to automatically control the sign's luminance level based on ambient light levels. The luminance level should not exceed 100 cd/m<sup>2</sup> or NITs from dusk to dawn.
- The sign shall be constructed of materials that are consistent with the materials used for construction on other lots in the Village within three hundred feet of the proposed location.** The sign is proposed to be an internally illuminated aluminum box sign with text and graphic logos allowing the transmission of light. Some signs have recently been installed in the downtown area with a similar construction. The sign creates a clean and modern aesthetic that is attractive. While it does not contribute to the historic character of the downtown, the building is also modern and modest in its design. The building is attractive and has pedestrian scale attributes but has limited ornamentation. The proposed sign would complement the style of the building and be consistent with the material used for other signs on the building.





3. **No part of the sign shall extend to a height greater than the height of any other structure within three-hundred feet of the sign location.** The sign will be wall mounted and will not be located higher than any other structure, thus meeting this requirement.
4. **The sign shall not be located so as to block the view of other signs on adjacent or nearby sites, thereby adversely affecting the ability of an existing commercial enterprise to do business in the Village.** The sign would be 15 ft 6 in above grade and projecting from the wall. There are no other buildings 220 feet to the north and 95 feet to the south on the west side of S Washington St. These buildings also do not currently have any projecting signs. Even if projecting signs are installed in the future, the distance between signs would be sufficient to not adversely impact any adjacent businesses.
5. **The sign shall not be constructed or located so as to be a visual nuisance to nearby residential uses.** Similar to other downtown signs, if any residences exist on the east side of S. Washington St, the sign may be visible but would not be a visual nuisance provide the dimmer recommendation cited above is a condition of approval.
6. **The sign shall be generally compatible with the overall community character and shall not create a disruptive visual appearance that will adversely affect property values in the Village.** The intent of the ordinance is to preserve the character and style created by buildings with architectural details that exhibit historic trends. The proposed sign is attractive and similar signs have been approved in other locations in the Village. Within the core downtown, in addition to the older historic buildings with extensive architectural detailing, there are other building facades that have a similar more modern architectural style. They have similar signs to the proposed sign and they complement the building design.
7. **Downtown Development Authority Recommendation.** Per the zoning ordinance, the Planning Commission may seek the advice of the Oxford DDA regarding the proposed sign. We suggest the DDA provide a recommendation for the Planning Commission's consideration.

### **RECOMMENDATION**

The proposed sign will not obscure the vision of drivers nor block the view of adjacent signs. The proposed sign would complement the style of the existing building however, it might not add to the overall historic character the Village. If the Planning Commission finds that the proposed sign meets the special use sign criteria, we recommend any approval be contingent upon the installation of a photometric sensor with an automatic dimmer that automatically controls the sign's luminance level based on ambient light levels. The luminance level should not exceed 100 cd/m<sup>2</sup> or NITs from dusk to dawn.

Please feel free to contact us with any questions.

Respectfully submitted,

**McKENNA**

Mario A. Ortega, AICP  
Principal Planner

CC: Joe Madore, Village Manager



OXFORD DOWNTOWN DEVELOPMENT AUTHORITY

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**June 13, 2024**

Planning Commission:

I am writing on behalf of the Downtown Development Authority (DDA) to express our enthusiastic support for the Good Egg's new signage. We are delighted to back this new business and commend their excellent choice of signage, which we believe will contribute positively to the vibrancy and aesthetic appeal of our downtown area. The Good Egg's presence and its thoughtfully designed signage align with our mission to foster a thriving and visually appealing business environment, and we are very pleased to support this endeavor.

Thank you for your consideration,

Kelly Westbrook  
Executive Director Oxford DDA

VILLAGE OF OXFORD  
 Planning Commission  
 22 West Burdick, P.O. Box 94  
 Oxford, MI 48371-0094  
 248-628-2543



REZONING APPLICATION

PC 24-08

Applicant must provide **15 copies** of the site plan, application, fees, and all relative documents at least thirty-five (35) days prior to the next regularly scheduled meeting of the Planning Commission.

An amendment to the Ordinance and Zoning Map may be initiated by any person, firm, or corporation by filing an application with the Village of Oxford. A public hearing will be required. The request will be reviewed by Village departments, Planning Commission, and Village Council.

A final decision will be made by Village Council.

DATE 05/21/2024 PROJECT ADDRESS ~~155 S Washington~~ 04-27-278-020

**APPLICANT INFORMATION**

Name:  
Gravel Development Group, LLC

Address:  
52 E Burdick ST, Suite 267

City: Oxford	State: MI	Zip: 48371
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Phone: 248-462-5421	Cell:
------------------------	-------

Email:  
joe@designhaus.com

**PROPERTY OWNER INFORMATION**

Name:  
Oakland County Holdings, LLC

Address:  
5188 Aintree Rd.

City: Rochester	State: MI	Zip: 48306
--------------------	--------------	---------------

Phone:	Cell:
--------	-------

Email:

If applicant is not the owner, describe applicant's interest in the property. (Proof of ownership OR affidavit is required.) Purchase agreement on file at Village Offices.

PROPERTY DESCRIPTION		
Description of Proposed Project: <b>Single-Family, Owner-Occupied Townhomes</b>		
Existing Zoning Classification:	<input checked="" type="checkbox"/> R-1 Single Family	<input type="checkbox"/> C-1 Central Business – Core
	<input type="checkbox"/> RM Multiple Family	<input type="checkbox"/> C-1 Central Business – Transition
	<input type="checkbox"/> I-1 Industrial	<input type="checkbox"/> C-2 General Business
		<input type="checkbox"/> P-1 Vehicular Parking
Proposed Zoning of Property: Conditional zoning RM-Multi Family		
Property Size <small>3.86 Acres</small>	169,246.7	sq. ft.

Will the applicant be providing a conditional rezoning agreement?  Yes  No

**ATTACH THE FOLLOWING:**

1. Conditional Rezoning Agreement (if applicable).
2. Proof of property ownership or interest in property (purchase agreement, etc.)
3. Fees:
 

\$200	Application Fee
\$150	Public Hearing Fee
\$500	Planning & Zoning Review Fee
\$250	Each additional Review Fee (if needed)

*\$350.00*

**PLEASE NOTE:** The applicant or a designated representative **MUST BE PRESENT** at all scheduled review meetings or the site plan may be tabled due to lack of representation.

Failure to provide true and accurate information on this application shall provide sufficient grounds to deny approval of a site plan application or to revoke any permits granted subsequent to site plan approval.

**APPLICANT'S ENDORSEMENT**

All information contained herein is true and accurate to the best of my knowledge. I acknowledge that the Planning Commission will not review my application unless all information required in this application and the Zoning Ordinance have been submitted. I further acknowledge that the Village of Oxford and its employees or agents shall not be held liable for any claims that may arise as a result of acceptance, processing, or approval of this site plan application.

*Joseph R. Latoras*  
 \_\_\_\_\_  
 Signature of Applicant

*5/21/2024*  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Property Owner

\_\_\_\_\_  
 Date







**LEGAL DESCRIPTION**

**PARCEL # 04-27-278-001**  
 OXFORD, DANLAND COUNTY, MICHIGAN, AS RECORDED IN LIBRARY OF PLATS, ON PAGE 47 OF DANLAND COUNTY RECORD, ALSO LOT 18 OF ASSESSORS PLAT NO. 47 BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 5 NORTH, RANGE 18 EAST, VILLAGE OF OXFORD, DANLAND COUNTY, MICHIGAN, AS RECORDED IN LIBRARY OF PLATS, ON PAGE 31 OF DANLAND COUNTY RECORD, BEING MORE PARTICULARLY DESCRIBED AS BEING THE SOUTHWEST CORNER OF SAID ASSESSORS PLAT NO. 47, THENCE PROCEEDING NORTH 89°00'00" WEST 64.20 FEET ALONG THE SOUTHWEST CORNER OF SAID ASSESSORS PLAT NO. 47, ALSO THE SOUTHWEST CORNER OF SAID ALBERT LINDQUIST ADDITION TO THE VILLAGE OF OXFORD TO A POINT, THENCE NORTH 37°17'17" WEST 42.25 FEET TO A POINT, THENCE SOUTH 81°07'17" WEST 104.25 FEET TO A POINT ON THE NORTHEAST LINE OF SAID LOT 18, THENCE NORTH 33°00'00" WEST 32.00 FEET ALONG THE NORTHEAST LINE OF SAID LOT 18 TO THE NORTHEAST CORNER OF SAID LOT 18, THENCE SOUTH 81°07'17" WEST 32.00 FEET ALONG THE NORTHEAST CORNER OF SAID LOT 18 TO THE POINT OF BEGINNING, CONTAINING 167,999 SQUARE FEET OR 3.84 ACRES (GROSS AREA), RESERVED THEREFROM ALL EASEMENTS AND RIGHTS OF WAYS OF RECORD.

DESCRIPTION OF PRIVATE EASEMENT FOR EGRESS AND EGRESS (BRAINING PARCEL 04-27-278-001)  
 A PRIVATE EASEMENT FOR EGRESS AND EGRESS WITH PUBLIC UTILITIES OVER, ACROSS AND THRU A STRIP OF LAND 30 FEET BY INDIVIDUAL WIDTH AND DESCRIBED AS PART OF LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 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991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**PERMITTED**

Use	Permitted	Proposed
Single Family, Over 20,000 sq ft	15 units per acre	4.2 units per acre
Townhouses	1.86" 15 = 27.9	1 townhouse per building lot
	57 units allowed	8 townhouses per building lot
		32 Townhouses proposed

**PROPOSED**

Use	Required	Proposed
Single Family, Over 20,000 sq ft	1.5 Spaces per dwelling unit	2 Bedroom Townhouses
Townhouses	1.02 2.00 = 2.02	1 garage space and 1 parking space provided per building lot
	2 Bedroom Townhouses	2" 18 units = 32 spaces
	1.5" 16 units = 24 spaces	
	2" 18 units = 32 spaces	
	27.2 Spaces Required	
	2 Spaces per dwelling unit	
	with 3 or more bedrooms = 1.75	
	Major spaces per dwelling unit	
	2 Bedroom Townhouses	
	2" 16 units = 32 spaces	
	25" 16 units = 40 spaces	
	36 Spaces Required	
	1600 Parking Spaces Proposed	
	63.2 Spaces	
		Total Factory Spaces Proposed 96 Spaces

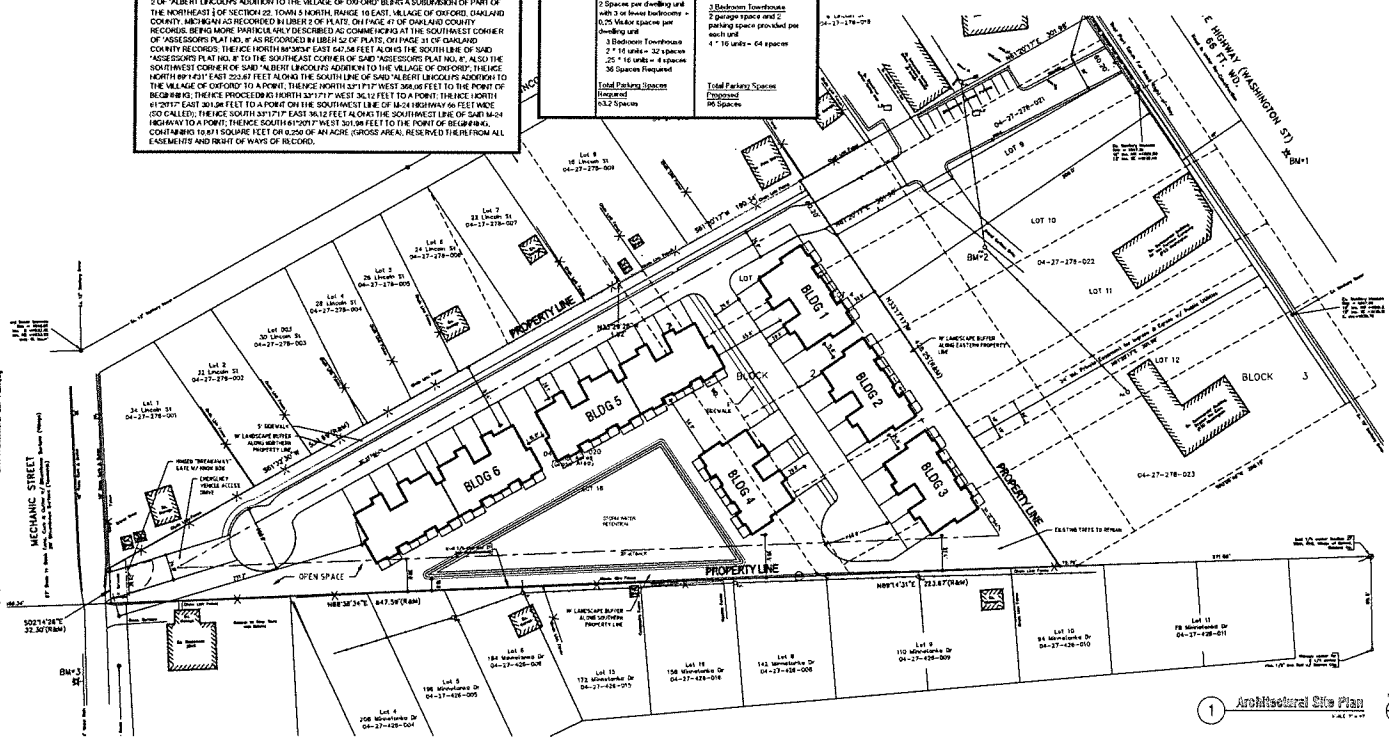
**ZONING SCHEDULE OF REGULATIONS**

Lotting	Min. Multiple Family Residential District	Proposed - Commercial Single Family, Over 20,000 sq ft
Building setbacks	Front - 10' Side - 5' to 12' Rear - 30'	Front - 20' Side - 10' Rear - 30'
Building height	2 stories / 30'	2 stories / 25'
Minimum Lot Area	7,200 SF	NA
Maximum Lot Coverage	40%	70%

**210, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.**

Front	Side	Rear
10'	5'	30'
20'	10'	30'
30'	10'	30'

Front	Side	Rear
20'	10'	30'
30'	10'	30'
40'	10'	30'



1 Architectural Site Plan

**DESIGNHAUS ARCHITECTURE**  
 3160 AUBURN RD., SUITE 200  
 AUBURN HILLS, MI 48324  
 TEL: 483.431.4332 FAX: 483.431.4334  
 WWW.DESIGNHAUSARCHITECT.COM

**Oxford Townhouses**  
 1128 Washington St  
 Oxford, MI 48377

24082  
**AS1.1**







June 11, 2024

Mr. Joseph Madore  
Village Manager  
Village of Oxford  
22 W. Burdick Street  
Oxford, MI 48317

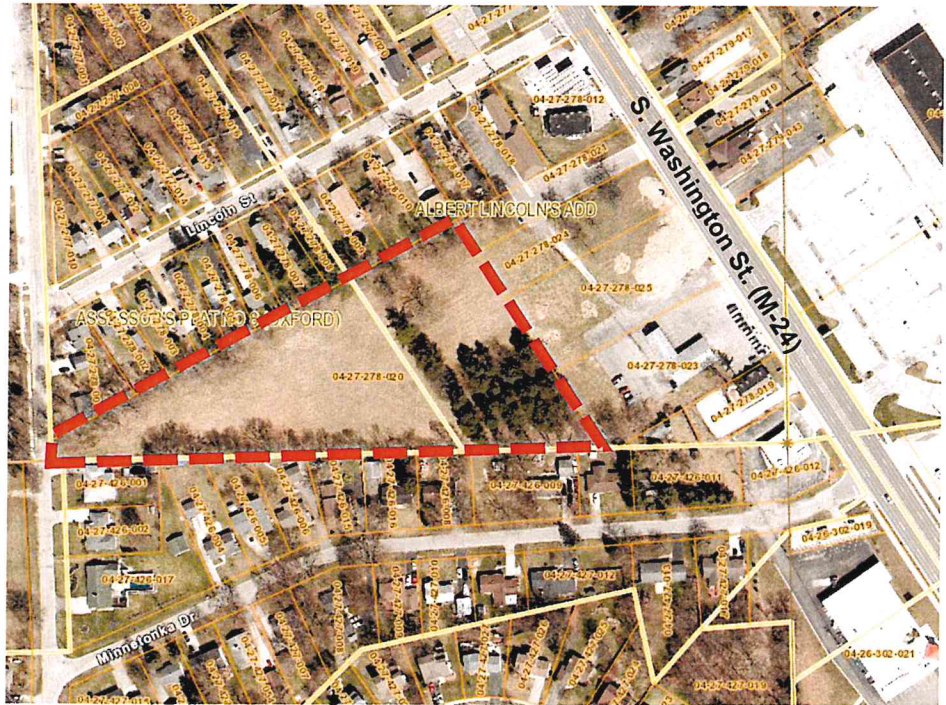
Subject: Request for Amendment to the Official Zoning Map  
Location: 147 S. Washington St. – Parcel ID# 04-27-278-020 (Located on the east side of Mechanic Street, south of Lincoln Street)  
Zoning: R-1, Single Family Residential Requested Zoning: Conditional RM, Multiple Family

Dear Mr. Madore:

At the Village’s request, we have reviewed the above referenced application for rezoning of property. The applicant and property owner have requested the rezoning of a lot at the location described above. We have reviewed the proposed rezoning for consistency with the Village Master Plan, the relevant sub-area redevelopment plans and sound planning and zoning principals. We offer the following comments for your consideration.

**DESCRIPTION OF SITE AND SURROUNDING AREA**

The aerial photo on the right depicts the boundary of the lot requesting to be rezoned. The lot is approximately 3.86 acres in area and is an unimproved vacant site. It is relatively level in topography comprised predominately of a grass field with trees along the southern property line. The lot has approximately 32 feet of frontage on Mechanic Street. It also has access to S Washington St via a vehicle easement over parcel #04-27-278-021. The site is currently zoned R-1, Single Family Residential and the applicant is requesting the site be rezoned to Conditional RM, Multiple Family Residential.





The existing land use, zoning and future land use designations for the site and surrounding lots are summarized in the following table.

**Table 1: Zoning and Existing and Future Land Use of Site and Area**

	Existing Land Use	Current Zoning	Future Land Use Designation
<b>Site</b>	Vacant/Unimproved	R-1	Multiple Family Residential
<b>North</b>	Single Family Residential	R-1	Single Family Residential
<b>South</b>	Single Family Residential	Oxford Township	Oxford Township
<b>East</b>	Commercial/Retail	C-2	Commercial
<b>West</b>	Daniel Axford Elementary School	R-1	Public/Semi-Public

**STANDARD VERSUS CONDITIONAL REZONING**

The Michigan Zoning Enabling Act, PA 110 of 2006, MCL 125.3101 et seq. is the State statute that specifies the various policies and procedures the Village shall follow regarding the use and zoning of land. This includes the procedures that must be followed regarding any change to the zoning classification of a lot. Sec. 405 of PA 110 of 2006 (MCL 125.3405) states that an owner of land may voluntarily offer in writing, and the local unit of government may approve, certain use and development of land as a condition to a rezoning of the land or an amendment to a zoning map.

With a standard rezoning, the Village must consider all of the permitted and special land uses that could be developed on the site in the proposed district. They must determine if all possible future development will be compatible with adjacent uses. With a conditional rezoning, the applicant voluntarily proposes to restrict the proposed list of uses to a specific few along with a set of conditions on the site’s development in order to achieve compatibility with adjacent uses. Rather than being given the right to develop a site for any of the permitted or special land use within a proposed new zoning district, the applicant may only use a site for the use or uses they list within a conditional rezoning.

As part of the process, a legally binding conditional rezoning agreement will be signed by the property owner and the Village and will be recorded at the County. The agreement specifies how the site will be developed and establishes a time period during which the conditions apply to the land. If the site is not developed with the specified time period, the conditions of the rezoning are not complied with, or it is no longer being utilized for the proposed conditional use, then the site must revert to the previous zoning district.

**PROPOSED CONDITIONAL REZONING**

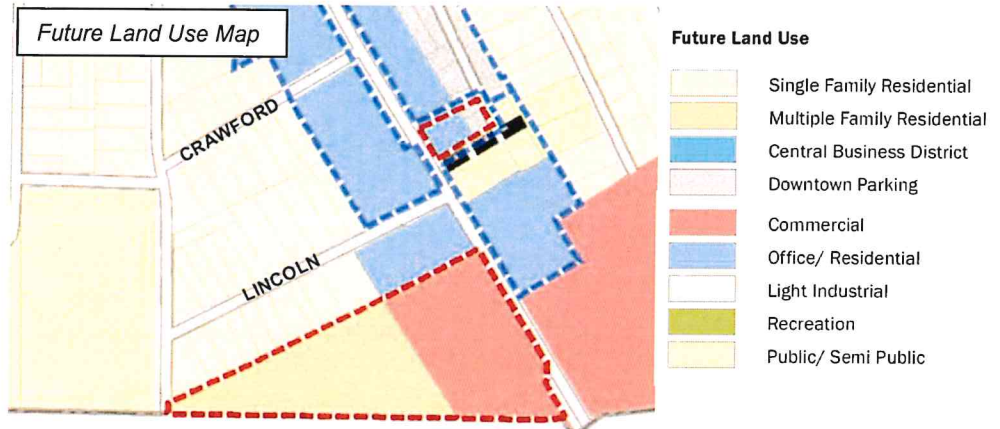
The applicant is requesting to rezone the site to Conditional RM Multiple Family Residential. The applicant is proposing to specifically develop the site for owner-occupied townhouses. Rather than be developed at the permitted by right 15 dwelling units per acre (DUs/acre) in the RM district, the applicant would restrict the density to 8.3 DUs/acre. The site would have four 4-unit townhome buildings and two 8-unit townhome buildings for a total of 32 townhouses. The buildings would be 23 ft. in height. Each 4-unit building would have two 2-bedroom units and two 3-bedroom units. The submitted conceptual site plan, architectural floor plans and elevations would be included as a part of the conditional rezoning agreement.

**REVIEW CRITERIA FOR REZONING**

We have reviewed the proposed application relative to Section 9.8.5 of the zoning ordinance which provides standards for rezonings and offer the following comments for your consideration:



**A. Consistency with the goals, policies, and objectives of the Master Plan.** The Future Land Use Map in the 2011 Village Master Plan designates the lot's future land use classification as Multiple Family Residential. The corresponding zoning district for the Multiple Family Residential future land use classification is the RM zoning district. The Master Plan states that the Village has used this map designation sparingly and has used this designation in the areas which are most appropriate while not allowing for a disproportionate proliferation.



In 2016, the Village adopted the South Washington Redevelopment Plan which includes this site in an area designated the

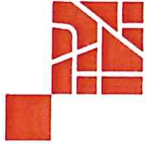
Washington Triangle. The Redevelopment Plan envisioned the combined development of the vacant parcel and the redevelopment of the commercially zoned lots along S. Washington Street. The plan emphasized pedestrian and vehicle connections through the site, connecting to adjacent roads in as many places including S Washington St, Mechanic St and Minnetonka Dr. It encourages unique single-family style units, such as bungalow courts, to use the triangular lot efficiently.

The Redevelopment Plan's future land use classification for the lot remains Multiple Family Residential. This reflects the need to consider a density greater than the six (6) DUs/acre permitted in a Single Family Residential district given the unique configuration of the site and the lack of road frontage. Unique single family housing types, such as bungalow courts, are developed at a density of 10 to 12 DUs/acre. The applicant is proposing a conditional rezoning and will develop the site at 8.3 DUs/Acre which is significantly less than the permitted multiple family residential density of 15 DUs/Acre.

Townhomes are often considered a type of single family configuration because there is only one party wall separating each unit. Townhomes also are a simple configuration to allow for individual ownership rather than rental. Given that the site is planned for Multiple Family Residential, and the applicant is proposing a single family housing style at a density less than what would be permitted under standard RM regulations, the rezoning of the lot RM would be consistent with the Village Master Plan and South Washington Redevelopment Plan.

**B. Compatibility of the site's physical, geological, hydrological, and other environmental features with the uses permitted in the proposed district.** The site is an undeveloped urban lot with trees and turf grass as the only natural features present. The site is flat with no topographic changes and has no creeks, streams or other hydrological features. The proposed townhome use will require site plan review and approval that will include determining compliance with all zoning ordinance and Village engineering standards. Given the lack of environmental features, the fully developed urban nature of all adjacent property and knowing how the site will be developed, the proposed conditional rezoning will be compatible with the site's physical features.





- C. Evidence that the applicant cannot receive a reasonable return on investment through developing the property with one or more of the uses permitted in the current district.** The applicant has not presented any evidence regarding the return on investment on the property. The R-1 district has a very limited number of uses for which the site can be redeveloped. Alternative uses in the R-1 would include a group home, child care center or bed and breakfast. However, a return on investment is not a factor typically considered for a rezoning. The vagaries of the free market, the highs and lows of real estate costs and the ability of an individual to operate a successful development are all much more influential in determining whether a return on an investment is achieved in comparison to the permitted uses for a site. However, the site's unique configuration and lack of road frontage significantly impact the ability of the site to be developed for detached single family structures with a sufficient market value to achieve any kind of positive return on development.
- D. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses.** As a conditional RM rezoning, the proposed townhome use is the only type of use that needs to be considered when evaluating compatibility. The property to the east has been developed for commercial uses including a car wash and a proposed coffee stand. The property to the north and south is occupied by single family homes. The existing residences vary in size from 800 to 1,500 SF in floor area and include both ranch and two-story style homes. The proposed townhomes will be approximately 1,200 to 1,400 SF in floor area and contain two to three bedrooms per home. The size and scale of the structures will be similar to the adjacent residences offering similar living areas.
- E. Capacity of the Village's utilities and services is sufficient to accommodate the permitted uses in the proposed district.** The site will have access to utility mains in the adjacent rights-of-way. We will defer to the Village DPW, Fire, Police, and Engineer regarding the capacity of the utilities and the service demands for the attached single family townhomes.
- F. The capacity of the street system to safely and efficiently accommodate the expected traffic.** As noted above, the conditional rezoning is proposing a residential density of 8.3 DUs/Acre which is slightly higher than the permitted 6.0 DUs/Acre of the R-1 single family district. The traffic volume generated by the townhomes will not be a significant increase from a standard detached single family home. We note that given the proposed size of the garages and the width of the proposed streets, the townhomes would not have the opportunity to have the three to four vehicles that could be stored on a single family lot. The resulting traffic volume generated per unit will potentially be less than a detached single family lot.

The vast majority of residences in the Village have more than one access due to the platted street configuration and urban character of the Village. While this is preferred from a convenience and safety standpoint, the lot width on Mechanic street would severely restrict the configuration of a road intersection. The site will be designed to have access only to S Washington Street. This configuration will result in the development having no direct impact on the adjacent local streets. S. Washington Street is the highest capacity street in the Village and is designated and designed to accommodate a high traffic volume. The traffic volume generated by the townhomes will not significantly impact the S Washington St capacity.

- G. Any construction on the site would be able to meet the dimensional regulations of the requested zoning district.** The conceptual site plan includes a comparison of the dimensional requirements for a standard RM to the dimensions of the townhome development. The proposed configuration will comply with and exceed the minimum dimensional requirements of the zoning ordinance. As proposed, the site will be developed to exceed the dimensional regulations of a standard RM use.



- H. **If a rezoning is appropriate, the requested zoning district is considered to be more appropriate than another zoning district.** Given that all other Village zoning districts are higher intensity in nature, to ensure compatibility, the requested zoning district is more appropriate than a change to any other zoning district.
- I. **The issue could not be resolved by revising the list of permitted uses in the current zoning district.** The permitted uses in the R-1 district are currently limited to detached single family residences and other associated uses typically found or required to be allowed in a single family neighborhood. The list of uses in the R-1 district could be revised to allow for a greater variety of single family housing types, including attached single family residences, triplexes and fourplexes which are found in other communities similar to the size, scale and urban character of the Village. However, this would require the Village to consider allowing these housing types throughout all neighborhoods in the Village. Given the unique characteristics of this particular lot, the conditional RM rezoning would be the most effective way to allow a compatible development.
- J. **The requested rezoning will not create an isolated or incompatible zone in the neighborhood.** The site is located adjacent to property currently zoned C-2 General Business District. A conditional rezoning of the lot would not create an incompatible zone in the neighborhood. The Village currently has RM zoned property located between commercial and single family residential zoned property following a policy of transitional zoning district pattern. The conditional rezoning would be consistent with the zoning layout policy of the Village.

#### **RECOMMENDATION**

Based on the following findings, we advise the Planning Commission to recommend approval to Village Council of the proposed conditional rezoning of 174 S. Washington St. from R-1, Single Family Residential to Conditional RM, Multiple Family Residential zoning district with the condition that a Conditional Rezoning Agreement be drafted for the Village Council's consideration prior to their review.

- 1) Consistency with the Village of Oxford Future Land Use Plan.
- 2) Consistency with the 2016 South Washington Redevelopment Plan.
- 3) Compatibility of the site's physical features with the proposed townhome use.
- 4) Compatibility of the proposed townhomes with the adjacent existing and planned uses.
- 5) Capacity of utility infrastructure and services to accommodate the proposed townhomes.
- 6) Capacity of S. Washington St to safely and efficiently accommodate the expected traffic.
- 7) The conditional rezoning would be consistent with the transitional zoning pattern of the Village.

We look forward to reviewing these findings and recommendation with you. Please feel free to contact us with any questions.

Respectfully submitted,

**McKENNA**

Mario A. Ortega, AICP  
Principal Planner

# COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT is made and entered into this 17<sup>th</sup> day of April 2024, ("Effective Date") by and between OAKLAND COUNTY HOLDINGS LLC ("Seller"), whose address is 5188 Aintree Road, Rochester, MI 48306 and Gravel Development Group, LLC, ("Purchaser"), whose address is 701 N Main St., Rochester, MI 48307, in the manner following:

- 1. PROPERTY DESCRIPTION.** Purchaser offers and agrees to purchase the real property located in the X Village of Oxford, County of Oakland, Michigan, commonly known as 155 S Washington St., Oxford, MI 48371 , tax parcel identification number(s) 04-27-278-020 and further described T5N, R10E, SEC 27 ALBERT LINCOLN'S ADD PART OF LOTS 3, 4, 5 & 6 BLK 2, ALSO PART OF BLK 3, ALSO OF 'ASSESSOR'S PLAT NO. 8' LOT 18 ALL 202 COMMERCIAL-VACANT, together with Seller's interest in all easements, appurtenances, land division rights, timber, air, oil, gas and mineral, subsurface, riparian, and all other rights and interests pertaining to such property, and together with all buildings, structures and other physical improvements situated on such property (collectively, the "Real Property").
- 2. PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property shall be Three Hundred Thousand Forty-Nine (\$349,000) Dollars.
- 3. PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as indicated by an "X" placed in the appropriate box below, with initials of Seller and Purchaser acknowledging Purchaser's method of payment, while the other unmarked terms of purchase shall not apply.
- 4. X CASH.** At time of closing.
- 5. EARNEST MONEY DEPOSIT.** Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with Coldwell Banker Commercial Premier, (the "Title Company" or "Escrow Agent"), Purchaser's earnest money deposit in the amount of Fifteen Thousand (\$15,000.00) Dollars (the "Deposit"). If Purchaser fails to deliver the Deposit timely, Purchaser shall be in default and Seller may terminate this Agreement upon notice to Purchaser. The Deposit shall be refunded to Purchaser in the event this Agreement is properly terminated by Purchaser under the terms and conditions provided for herein; retained by Seller; or applied to the Purchase Price at Closing.
- 6. DUE DILIGENCE CONTINGENCY.** Purchaser shall have Ninety (90) days after receipt of fully accepted copy of this Agreement executed by Seller ("Inspection Period") to inspect and *pursue* the following items (place an "X" next to all that apply):



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- X Purchaser's physical inspection of all aspects of the Property
- X Purchaser's satisfaction with the results of an environmental site assessment.
- X Purchaser making soil tests, borings and any other engineer and architectural tests Purchaser desires.
- X Purchaser conducting any other due diligence desired by Purchaser.

7. All due diligence shall be performed by Purchaser at Purchaser's sole expense. Prior to expiration of the Inspection Period, if Purchaser notifies Seller that, in Purchaser's sole discretion, the Property is unsuitable for Purchaser's intended purposes, then Seller and the Escrow Agent shall return the Deposit to Purchaser, and neither party shall have any further rights or obligations under this Agreement, except for any obligations which, by the terms of this Agreement are intended to survive termination. In the event Purchaser does not provide Seller with written notice of termination prior to the expiration of the Inspection Period, then the Deposit shall be non-refundable (unless Seller defaults), Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed fulfilled. Seller, at no expense to Seller, shall cooperate with Purchaser in providing reasonable access to the Property for Purchaser to perform its due diligence, and in obtaining all approvals desired or required from any federal, state or local government ("Governmental Approvals"), provided that no Governmental Approvals shall be binding upon Seller or the Property if Purchaser fails to close. Said Governmental Approvals shall be obtained during the Inspection Period unless the parties hereafter agree in writing that additional time is required to obtain them. Purchaser shall repair any damage to the Property caused by Purchaser or its agents, and Purchaser shall defend and indemnify and hold Seller harmless against any liability, loss, damage, cost or expense arising from any of Purchaser's due diligence activities; and these obligations of Purchaser shall survive termination of this Agreement. Within 3 business days (via electronic transmission to Purchaser's email address) after execution of this Agreement, Seller will provide Purchaser with copies of all title policies, surveys, leases, environmental reports, studies, site plans, certificates of occupancy and other documentation in the possession or control of Seller, which is material to Purchaser's decision whether to purchase the Property.

Should the Purchaser be in the process of inspecting the above requirements without a satisfactory conclusion at the end of the 90-day period, he shall have the opportunity to request a 30 day extension by submitting an additional deposit of **Ten Thousand Dollars (\$10,000)** along with the 30 day extension request. At the expiration of the original 90 day due diligence period, or at the time the 30 day extension is requested and granted, the original deposit of **Fifteen Thousand Dollars (\$15,000)** becomes non-refundable. In the same way, the second deposit becomes non refundable on the 31<sup>st</sup> day of the extension. This method will apply to any additional and subsequent extension requests and grants. Purchaser shall only be entitled to a refund of all such deposits if Seller fails or refuses to execute the necessary closing documents in conformity with the terms of this Agreement or cannot deliver fee simple marketable title to the Property subject only to the Permitted Exceptions.

8. **4.1 Default.** In the event of default by Purchaser under this Agreement, Seller's sole remedy at law or equity shall be to declare forfeiture and obtain the entire Deposit as liquidated damages, in full termination of this Agreement. In the event of a default by Seller, Purchaser may demand and be entitled to an immediate refund of the entire deposit



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## 9. TITLE INSURANCE.

a. **Title Insurance:** Owner Policy of Title Insurance to be furnished hereunder, to be paid for by **Seller**. Within 10 days of the Effective Date of this Agreement, Seller shall order a commitment for an ALTA Owner's Policy of Title Insurance, **without Standard Exceptions** (the "Title Commitment"), from the Title Company, and shall provide a copy of the same to Purchaser upon receipt. Purchaser in its sole and absolute discretion shall determine whether all matters of title and survey are satisfactory. The Title Commitment shall be accompanied by copies of all recorded exceptions to title referred to therein. At Closing, the Title Company shall deliver to Purchaser a satisfactorily "marked up" Title Commitment. The Title Insurance Policy to be issued pursuant to the marked up Title Commitment shall contain such endorsements as Purchaser may reasonably require, provided, however Purchaser shall be responsible for the cost of such endorsements.

b. **Objections to Title and Survey.** If Purchaser objects to any matters of title or survey and Purchaser so notifies Seller in writing of such objection(s) ("Objection Notice") before expiration of the Inspection Period, then Seller shall have 30 days from the date Seller receives the Objection Notice to either: (i) remedy the title and survey defects described in Purchaser's Objection Notice and obtain and deliver to Purchaser a revised Title Commitment and/or survey which reflects that all such defects have been remedied; or (ii) notify Purchaser and Escrow Agent that Seller is unable or unwilling to remedy the defects, in which event Purchaser shall, at its option, within five (5) business days after receipt of such notice from Seller, either terminate this Agreement and receive a full refund of the Deposit (subject to those obligations which by their terms survive termination) or waive Purchaser's title and survey objections, and proceed to Closing, subject to satisfaction or waiver of Purchaser's other pre-Closing contingencies. If Purchaser proceeds to Closing, all exceptions set forth in the Title Commitment, and all objectionable matters set forth in the Survey, shall be deemed "Permitted Exceptions."

## 10. ENVIRONMENTAL.

a. **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, are present in quantities in violation of applicable law. No claim has been made against Seller with regard to hazardous substances or wastes with respect to the Property.



b. **Due Diligence.** Purchaser shall have the right at Purchaser's expense to conduct a Phase I environmental site assessment during the Inspection Period. If any Phase II subsurface investigation is required or recommended, Purchaser and Seller shall attempt to agree upon the nature and extent of any Phase II activities and which party shall bear the cost. If Purchaser and Seller are unable to agree within 10 days, then either party may, upon notice to the other, terminate the Agreement, in which event the Deposit shall be refunded to Purchaser and neither party shall have any further liability thereunder (except for those obligations which, by their terms, survive termination). Purchaser agrees to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall defend, indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

11. **CLOSING AND CLOSING ADJUSTMENTS.** Closing shall take place at the offices of the Title Company or another mutually acceptable location at the earlier of: (i) 10 days following the expiration of the Inspection Period ; or (ii) upon Purchaser's written notification to Seller that all of the Purchaser's conditions precedent and contingencies have been satisfied or waived; provided, however, in no event shall Closing occur later than ~~April 18,~~ <sup>July 18,</sup> 2024 (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date"). *TMCM* unless both parties agree to an extension.

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At Closing, Seller shall deliver to Purchaser a Warranty Deed conveying good and marketable fee simple title to the Property, subject to the Permitted Exceptions, and the lien of real estate taxes not yet due and payable, along with Seller's right to make any land divisions of the Property permitted to Seller, under the Michigan Land Division Act, MCL 560.101 *et seq* . Should any financial liens or encumbrances of a definite or ascertainable amount (such as a mortgage) be recorded against the Property, Seller shall pay and/or satisfy any such encumbrance prior to or simultaneously with the Closing. In addition, at Closing, Seller shall pay the base owner's title insurance policy premium, all state or county real estate transfer taxes, all outstanding water and sewer bills, and any other outstanding obligations which, if unpaid, may become a lien against the Property. The parties shall share equally all Title Company fees and expenses. Current real estate taxes (i.e. the most recent summer and winter tax bills issued) shall be prorated as of the date of the Closing on a "due date" basis as if paid in advance, with Seller receiving a credit for any prepaid taxes. All assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Each party shall pay their own attorney fees. At Closing, the Title Company may establish a water escrow, pending receipt of a final paid water bill for water and sewer charges incurred through Closing.

12. **SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Seller warrants, represents and covenants to Purchaser, as follows:

13. **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be

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legally obligated to Purchaser in accordance with the terms and provisions of this Agreement. Before Closing, Seller shall provide the Title Company and Purchaser with satisfactory written evidence that all necessary and appropriate action has been taken by Seller authorizing and approving the execution, delivery and performance by Seller of this Agreement and all closing documents, and the performance by Seller of all other acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

14. **Title.** Seller owns the Property in fee simple and has marketable and good title to the Property. Seller will not further encumber title to the Property before Closing without Purchaser's prior written consent, which consent shall not be unreasonably withheld.
  
15. **Conflicts.** The execution and entry into this Agreement by Seller, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller or the Property is bound.
  
16. **Litigation.** There is no action, suit or proceeding pending or, to the best of Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.
  
17. **No Violations.** To the best of Seller's knowledge, Seller has not received notice of any existing violations of state or federal laws, municipal, or county ordinances, or other legal requirements with respect to the Property. In the event Seller receives notice of any such violation affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof.
  
18. **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445). Seller shall furnish Purchaser with a non-foreign person affidavit at Closing.



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19. **Construction Liens.** On the Closing Date, Seller will not be indebted to any contractor, laborer, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall execute a standard title company affidavit to this effect at Closing.

**20. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.**

a. **Authority.** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement. Before Closing, Purchaser shall provide the Title Company and Seller with satisfactory written evidence that all necessary and appropriate action has been taken by Purchaser authorizing and approving the execution, delivery and performance by Purchaser of this Agreement, and all closing documents and the performance by Purchaser of all other acts necessary or as appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

b. **Conflicts.** The execution and entry into this Agreement by Purchaser, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound.

21. **DAMAGE TO PROPERTY.** If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which Seller does not repair or agree to repair prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within 15 days after the date Purchaser learns of such damage or taking, and receive a refund of the Deposit without further liability, except for those obligations of Purchaser which are intended to survive termination. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

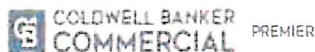


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22. **AS IS.** Neither Seller nor any broker, nor any of their officers, directors, managers, members, employees or agents have made any representation, warranty or disclosure with respect to the Property, upon which Purchaser may rely, except as may be set forth in writing in this Agreement. By Closing, Purchaser agrees to accept the Property in "As Is" condition to the fullest extent permitted by law.
23. **SELLER'S CLOSING OBLIGATIONS.** At Closing, Seller shall execute and deliver the Warranty Deed, closing statement, standard title company owner's affidavit and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.
24. **PURCHASER'S CLOSING OBLIGATIONS.** At closing, Purchaser shall pay to Seller the Purchase Price in the manner specified in Section 3 above, subject to agreed pro rations and adjustments, and execute and deliver a closing statement and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.
25. **SECTION 1031 TAX-DEFERRED EXCHANGES.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.
26. **NOTICES.** Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or sent via Federal Express, UPS or a similar nationally recognized overnight delivery service, or by certified mail, return receipt requested, addressed to the parties at their addresses specified below or by email. Any notices given by personal service shall be below or by e-mail effective upon delivery. Any notice given by Federal Express or UPS shall be deemed effective one business day after sending. Any notice given by certified mail, return receipt requested, shall be deemed given three business days after mailing, and any notice given by email shall be deemed effective upon receipt.
27. **ADDITIONAL ACTS.** Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary or appropriate to effectuate the transfers contemplated by this Agreement.



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28. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior oral and written negotiations and agreements have been merged into this Agreement.
29. **MICHIGAN LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.
30. **AMENDMENTS.** This Agreement may be modified or amended only by written instrument signed by the Purchaser and Seller.
31. **EFFECTIVE DATE.** For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, and delivered by both parties including any counter proposals or amendments counter-signed by the opposing party.
32. **BROKER.** Purchaser and Seller each acknowledge that: (i) Purchaser's real estate agent is **Coldwell Banker Commercial Premier** and is acting as the Buyers Agent (ii) Seller's real estate agent is **Signature Associates** and is acting as: an agent of the Seller;. Seller agrees to pay the real estate broker(s) involved in this transaction a combined brokerage fee of **\$20,940.00(6%), with \$10,470.00 paid to Coldwell Banker Commercial Premier and \$10,470.00 paid to Signature Associates** at Closing. The parties acknowledge that other than the parties' real estate agents disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees. All brokers and their agents specifically disclaim responsibility for the condition of the Property and performance of this Agreement. The parties each hereby, and by closing shall be deemed to, waive and release any and all claims and causes of action against all named brokers, their officers, directors, managers, members, employees and agents. The parties each hereby grant all named brokers the right to record a lien against the Property to secure payment of their commission including, without limitation, the right to record a lien under Michigan's Commercial Real Estate Broker Lien Act. All named brokers are third party beneficiaries of this Agreement.
33. **BROKER ENVIRONMENTAL DISCLAIMER.** The Purchaser and Seller agree that each broker and real estate agent has fully disclosed any knowledge that such broker and/or real estate agent has concerning possible toxic or hazardous material or substances or other adverse environmental conditions on or about the Property and the Purchaser acknowledges that Purchaser shall be given the opportunity to make a competent environmental inspection, and the Purchaser and Seller each do hereby release each broker and real estate agent from any liability concerning toxic and hazardous material or substance or other adverse environmental conditions on or about the



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Property. The Purchaser and Seller each hereby expressly waive any claim whatsoever against each broker and real estate agent before or after the closing of this transaction arising out of or in connection with any of the foregoing.

**34. DEFAULT.**

a. **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser shall as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full, except for any provisions which by their terms, are intended to survive termination.

b. **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall as its sole and exclusive remedy retain the Deposit amount as full and complete liquidated damages for such default of Purchaser. The parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages as Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, is in addition to any liability of Purchaser with respect to its repair and indemnity obligations set forth above, which are intended to survive termination of this Agreement

35. **WAIVER.** The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

36. **DATE FOR PERFORMANCE.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.



37. **FURTHER ASSURANCES.** The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.
38. **SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.
39. **SUCCESSORS AND ASSIGNS.** The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns; provided, however, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld..
40. **CONTACT WITH THIRD PARTIES.** During the pendency of this Agreement, Seller may discuss with, or receive the submission of written back up offers or letters of intent from any third party or entity relating to the purchase of the Property. Seller shall promptly notify Purchaser in the event Seller should receive a written offer or letter of intent, and Seller shall advise any such third party or entity of the existence and priority of this Agreement.
41. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties upon full and complete execution and delivery of this Agreement. No prior verbal or written Agreement shall survive the execution of this Agreement.
42. **AMENDMENT.** Any amendment to this Agreement shall be in writing and signed by all the parties in order to be binding and enforceable against the parties.
43. **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arm's length and shall at all times be and remain that of Purchaser and Seller.
44. **NO RECORDING.** Neither this Agreement nor a memorandum hereof shall be recorded by either party or any of their representatives.



12:07p.m. 04-22-2024



*TM* *CM*

45. **CONFIDENTIALITY.** Subject to all other terms of this Agreement, each party agrees to maintain this Agreement, the information in this Agreement and all information delivered pursuant to this Agreement, as confidential, and each will not disclose any such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's lender, accountant, real estate broker, salesperson, or agent, to other professional advisors or agents of the party, provided the recipients of such information agree to keep such information confidential, and as required by law or legal process.

46. **COUNTERPARTS; ELECTRONIC TRANSMISSIONS.** This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or electronic PDF signatures.

47. **OFFER.** This Agreement constitutes an offer by Purchaser to purchase the Property. The offer shall remain valid until 5:00 pm. on **Friday April 19, 2024** and shall be deemed revoked if not accepted by Seller before such time and date.

48. **OTHER PROVISIONS.** In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.

N/A      TM CM       12:07p.m. 04-22-2024  


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**ADVICE OF COUNSEL.** All parties are encouraged to seek the advice of independent legal counsel before executing this Agreement. Such independent counsel may help to determine the marketability of title; understand possible tax consequences; ascertain that the terms of the sale are adhered to before the transaction is closed; and provide advice with respect to all notices and other important matters related to this Agreement. Purchaser and Seller acknowledge the importance of obtaining advice from independent counsel and acknowledge that no broker and/or real estate agent is acting as an attorney or providing legal advice and no broker and/or real estate agent shall be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.




TM CM

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

**For Purchaser: Gravel Development Group, LLC**

**Witnesses:**

  
447a625

12:07p.m. 04-22-2024

By: Brett Nixon

\_\_\_\_\_

Its: Sole Member

  
00c050

12:07p.m. 04-22-2024



Seller accepts this Agreement on this 19th day of April, 2024 at 4:15 (AM/PM) PM with the following

With conditions:

N/A TM

BN  
9/8/2020

12:07p.m. 04-22-2024

\_\_\_\_\_ ; or PM without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (AM/PM) to provide its written acceptance of the counter conditions stated herein.

For Seller:

Witnesses:

By: [Signature]  
Its: Member

[Signature]

By: [Signature]  
Its: member

[Signature]



BN  
9/8/2020

12:07p.m. 04-22-2024

TM

Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then become the Effective Date of this Agreement.

12:08p.m. 04-22-2024

Seller has accepted this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (AM/PM)

**For Purchaser: Gravel Development Group, LLC**

**Witnesses:**

  
65a0748

By: Brett Nixon

Its: Sole Member

\_\_\_\_\_

  
b671097

12:08p.m. 04-22-2024

