

AGENDA OF THE CITY OF LIVONIA ZONING BOARD OF APPEALS

June 3, 2025 – 7:00 p.m.

**Livonia City Hall 1st Floor Auditorium
33000 Civic Center Drive, Livonia, MI**

AGENDA ITEM(S):

1. **APPEAL CASE NO. 2025-04-12, Roman Martincic, 17320 Fairfield:** Seeking to construct a detached accessory garage, resulting in an accessory structure in excess area and total area and in a location other than previously granted by the Zoning Board of Appeals.
2. **APPEAL CASE NO. 2025-04-13, John Pastor on behalf of Lickity Split/Scooter's, 19100 Farmington:** Seeking to erect a ground sign resulting in a deficient setback from the right-of-way.
3. **APPEAL CASE NO. 2025-04-14, Kelli Ann and Kyle Bocan, 16715 North Stanmoor:** Seeking to erect an accessory shed resulting in a detached accessory structure in excess of 200 square feet while maintaining an existing attached garage and excess total accessory area.
4. **APPEAL CASE NO. 2025-05-15, Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, 16184 Middlebelt:** Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Public comments may be sent to the ZBA Office at 33000 Civic Center Drive, Livonia, MI and include name, address, and signature.

In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the Livonia ZBA Office, upon adequate notice, will make reasonable accommodations for persons with disabilities. Please call 734-466-2250 if you need assistance. ZBA agendas are available on the City's website – www.livonia.gov - under Your Government, Boards & Commissions L-Z, Zoning Board of Appeals, Agendas & Minutes.

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

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TIMOTHY J. KLISZ, SECRETARY
CHRISTOPHER N. BOLOVEN
BRIAN MEAGHER
MARC ROTONDO
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33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

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MAUREEN MILLER BROSANAN

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BRANDON MCCULLOUGH, President
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LAURA M. TOY

***PUBLIC NOTICE
MAY 16, 2025***

APPEAL CASE NO. 2025-04-12, 17320 Fairfield: an appeal was made to the Zoning Board of Appeals by Roman Martincic, seeking to construct a detached accessory garage, resulting in an accessory structure in excess area and total area and in a location other than previously granted by the Zoning Board of Appeals.

Second Accessory Building Area

Allowed: 200 square feet
Proposed: 572 square feet
Excess: 372 square feet

Total Accessory Building Area

Allowed: 920 square feet
Proposed: 1,034 square feet
Excess: 114 square feet

This Low Density Residential property is located on the east side of Fairfield (17320), between Six Mile Road and Curtis Avenue, Lot. No. 039-01-0020-001, R-U-F, Rural Urban Farm, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 7.09 (1) A and Section 13.14 (6) B.

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

This appeal will be heard at a public hearing to be held in the **Auditorium on the 1st floor of City Hall on Tuesday, June 3, 2025, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,


Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.



CITY OF LIVONIA
INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT
BECAUSE OF NON-CONFORMITY TO ZONING ORDINANCE LIVONIA VISION 21

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

Applicant <u>Roman Martincic</u>	Address <u>17320 Fairfield St., Livonia, MI 48152</u>
Owner <u>(same as applicant)</u>	Address <u>(same as applicant)</u>
Lessee <u>n/a</u>	Address <u>n/a</u>
Location <u>East</u>	Side of <u>17320 Fairfield</u> Street
Between <u>Six Mile</u>	And <u>Curtis</u>
Lot No./Parcel No. <u>039-01-0020-001</u>	Subdivision <u>Green Brier Estates #1</u>
Zoning District <u>R-U-F</u>	Lot Size <u>0.59 acres</u> Alley <u>n/a</u>
Present Use <u>Single Family Residential</u>	Proposed Use <u>(no change)</u>
Present Building Size <u>(none existing)</u>	Proposed Building Size <u>26 ft. x 22 ft. (572sq. ft.)</u>
Present Height of Building <u>(none existing)</u>	Proposed Height <u>13.67 ft.</u>
Allowable Lot Coverage <u>8,995 Sq. Ft. (35%)</u>	Proposed Lot Coverage <u>2,805 sq. ft. (10.9%)</u>

Proposal : Seeking to construct a detached accessory garage, resulting in an accessory structure in excess area and total area and in a location other than previously granted by the Zoning Board of Appeals. Second accessory building area allowed: 200 sq. ft.; Proposed 572 sq. ft.; Excess: 372 sq. ft.; Total accessory building area allowed: 920 sq. ft.; Proposed: 1,034 sq. ft.; Excess: 114 sq. ft.

Reason for Rejection : Livonia Zoning Ordinance, Section 7.09 (1)A and Section 13.14 (6) B

Deficient Side yard _____ Deficient Front Yard _____ Deficient Rear Yard _____
 Deficient Lot Area _____ Deficient Lot Area Per Room _____ Encroachment _____
 Excessive Lot Coverage _____ Excessive Height _____ Increasing No. Units _____
 Use Prohibited _____ Deficient Parking Spaces _____ Increasing Area and Bulk 372 sf / 114 sf
 Remarks Reference ZBA Case# 2024-06-22

Plans and Application examined by  Date April 11/ 2025

APPLICATION FOR VARIANCE

Roman Martincic	17320 Farifield St.	Livonia	48152	313-220-0643	
(Owner of Premises)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
(Lessee)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
Roman Martincic	17320 Farifield St.	Livonia	48152	313-220-0643	
(Contractor)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)

The property address is 17320 Farifield St., Livonia, 48152

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.



1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? None that pertain to this request.

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property

The N 79.0 ft. of Lot 20 and the E 44.6 ft. of the S 21 ft. of Lot 20, and the E 44.6 ft. of Lot 19, Green Brier Estates Sub., being a sub. of E 1/2 of S.W. 1/4 of Sec.10, T.1 S. 9 E. Livonia Township, Wayne County, Michigan. Recorded L.69 P.46 Wayne County Records.

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:
See attached.

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:
See attached.

5. Explain why you think this variance would be fair to the neighbors and others who might be affected. See attached.

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process: No.

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?
The zoning ordinance may have practical implications in relation to properties and situations not possessing the unique qualities of my own.

ADDENDUM TO APPLICATION FOR VARIANCE

Question 3

The practical difficulty that is unique to this property is the peculiar size and shape, of the lot and the owner's need for additional storage to remove items from being stored outside visible to neighbors and others.

It should be noted that the requested variance is the same as that which was granted by the Zoning Board of Appeals on September 3, 2024 in Case No. 2024-06-22 in which the Board made the factual finding that the uniqueness requirement was met due to the size and shape of the property. However, after the Board rendered its approval, owner discovered that the fence placed by adjacent neighbor to the south of the property deprived applicant/owner of some 30 feet at the rear of the property.

As a result, only the placement of the proposed accessory building has been revised and upon approval of the instant request for variance, the previously approved variance will be withdrawn.

Question 4

The inconvenience is the limited indoor storage available on the property and the safety risk and unsightliness from storing vehicles, etc. outdoors.

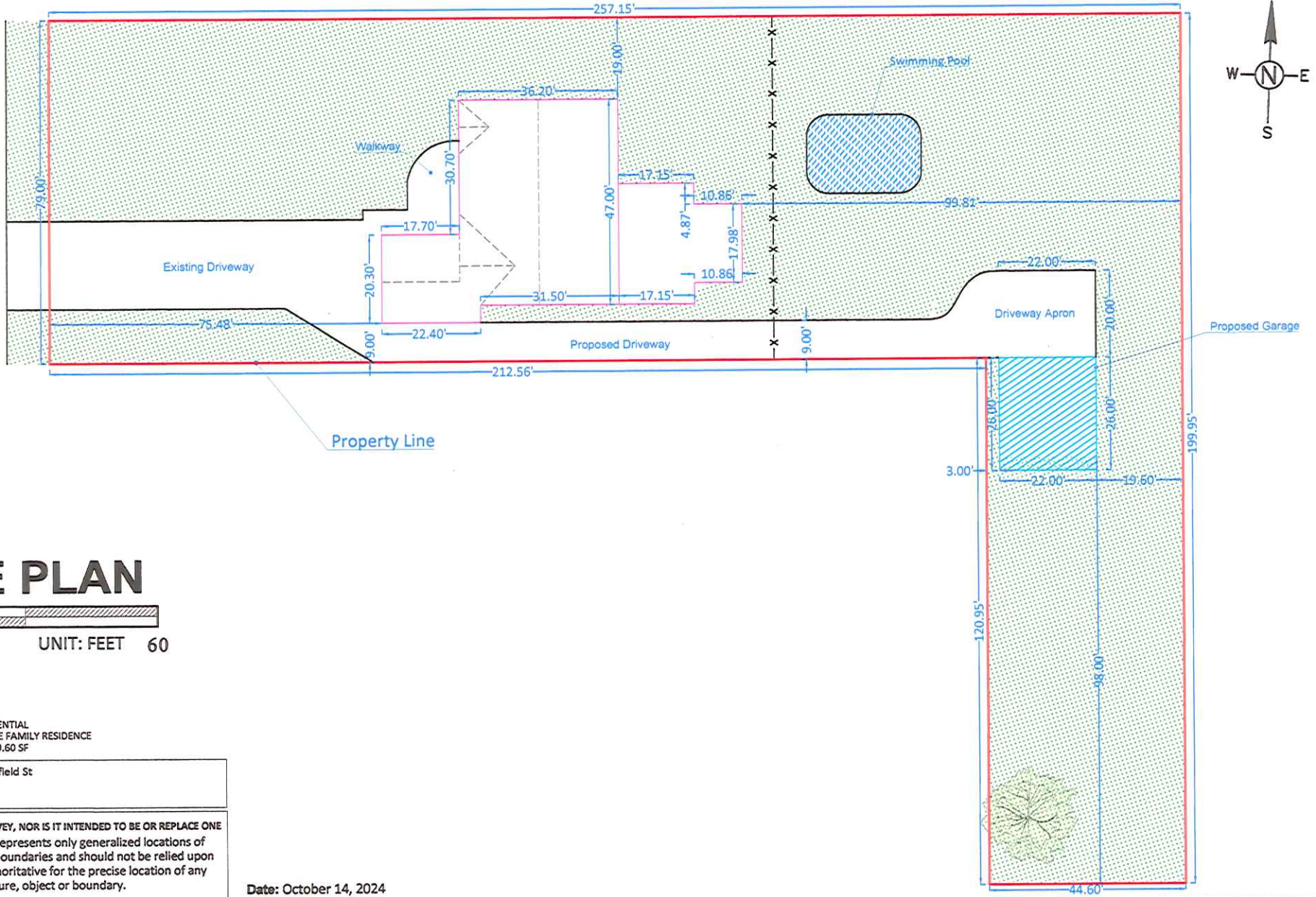
As previously stated, the requested variance is the same as that which was granted by the Zoning Board of Appeals on September 3, 2024 in Case No. 2024-06-22 in which the Board made the factual finding that the "*more than a mere inconvenience*" requirement was met.

Question 5

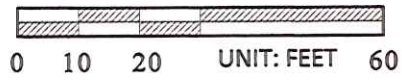
The variance sought based on additional square footage would have no impact on other residents in the area. Indeed, there are numerous residents in the area that have presumably been granted similar requests and have similar structures on their property.

As previously stated, the requested variance is the same as that which was granted by the Zoning Board of Appeals on September 3, 2024 in Case No. 2024-06-22 in which the Board made the factual finding that variance is fair and would have little effect on neighboring properties.

Fairfield St



SITE PLAN



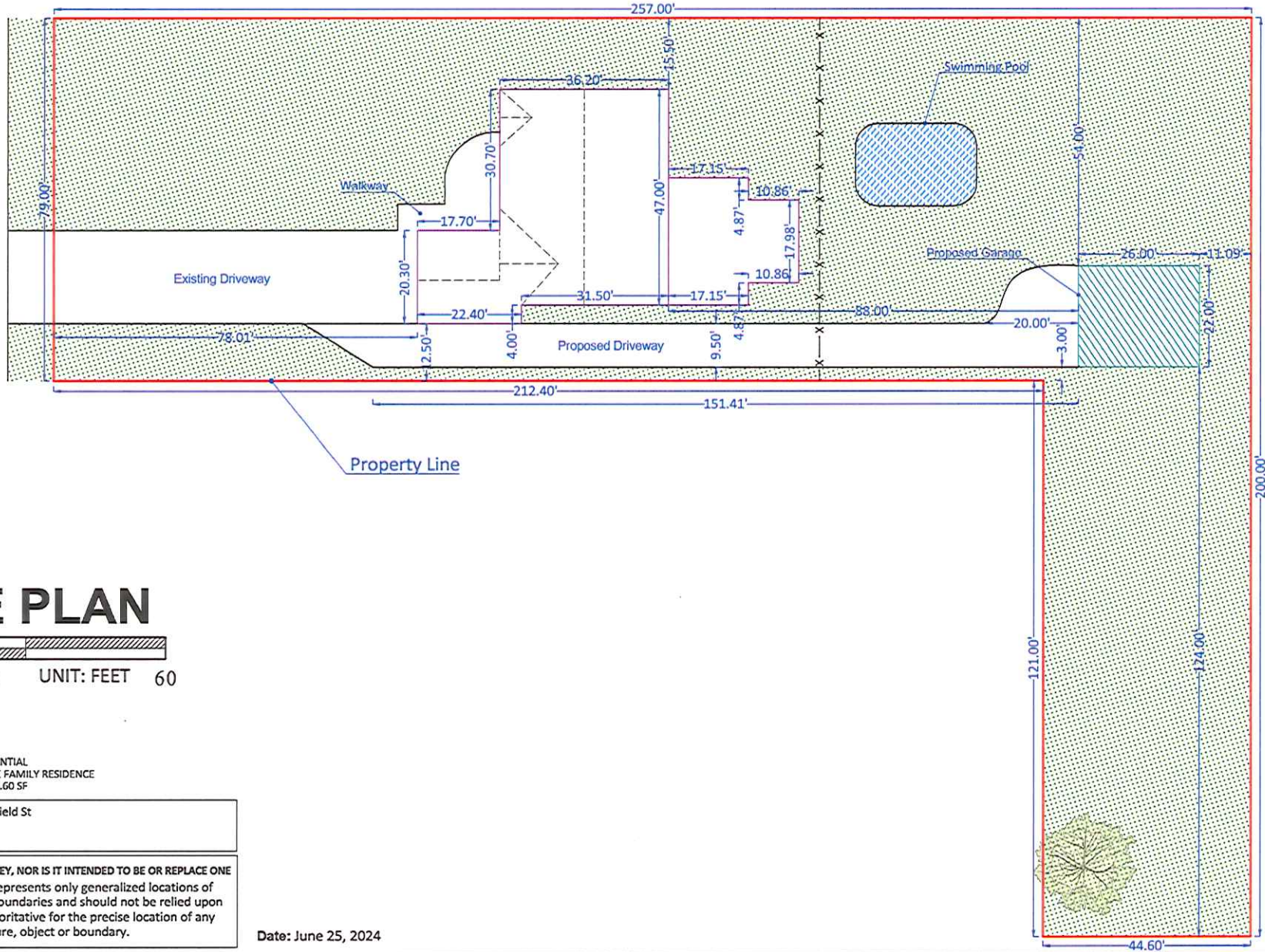
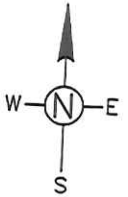
Land Use RESIDENTIAL
SINGLE FAMILY RESIDENCE
Lot Area 25,699.60 SF

ADDRESS: 17320 Fairfield St
Livonia, MI 48152
Scale: 1"=20'

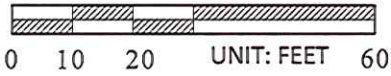
THIS IS NOT A LEGAL SURVEY, NOR IS IT INTENDED TO BE OR REPLACE ONE
This work product represents only generalized locations of features, objects or boundaries and should not be relied upon as being legally authoritative for the precise location of any feature, object or boundary.

Date: October 14, 2024

Fairfield St



SITE PLAN



Land Use RESIDENTIAL
 SINGLE FAMILY RESIDENCE
 Lot Area 25,699.60 SF

ADDRESS: 17320 Fairfield St
 Livonia, MI 48152
 Scale: 1"=20'

THIS IS NOT A LEGAL SURVEY, NOR IS IT INTENDED TO BE OR REPLACE ONE
 This work product represents only generalized locations of
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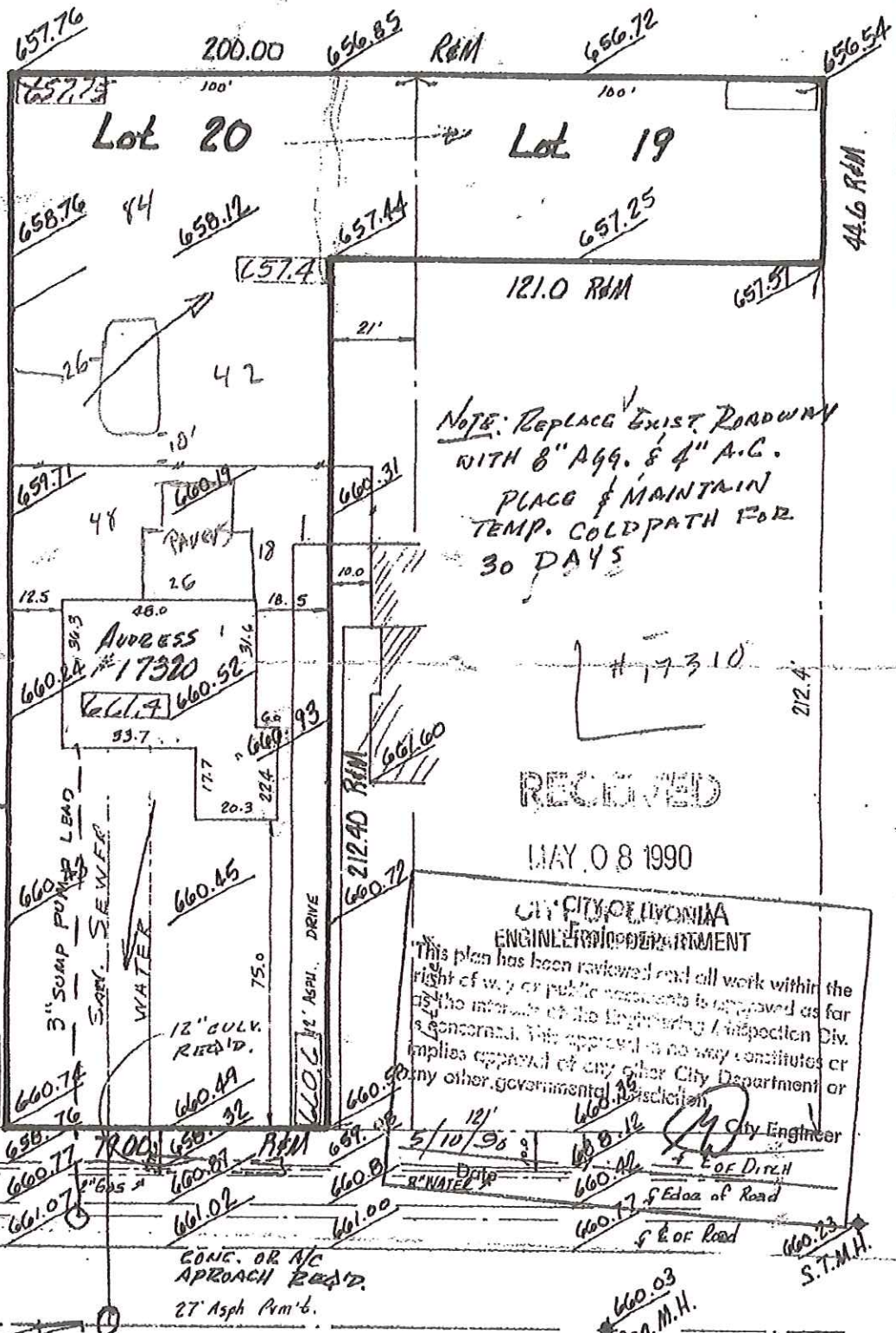
Date: June 25, 2024

PREVIOUSLY APPROVED CASE # 2024-06-22

DEEL I: The North 79.0 feet of Lot 20 and the East 44.6 feet of the
 21.0 feet of Lot 20, and the East 44.6 feet of Lot 19, Green Brier
 Estates Sub., being a sub. of E. 1/2 of S.W. 1/4 of Sec. 10, T. 1 S.,
 9 E., Livonia Township, Wayne County, Michigan. Rec'd L. 69, P. 46
 S.W.C.R. (Now City of Livonia).

3-9-90
 10452

21



NOTE: REPLACE EXIST. ROADWAY
 WITH 8" AGG. & 4" A.C.
 PLACE & MAINTAIN
 TEMP. COLD PATH FOR
 30 DAYS

RECEIVED
 MAY 08 1990

CITY OF LIVONIA
 ENGINEERING DEPARTMENT
 This plan has been reviewed and all work within the
 right of way or public easements is approved as far
 as the interests of the Engineering / Inspection Div.
 is concerned. This approval in no way constitutes or
 implies approval of any other City Department or
 any other governmental jurisdiction.

5/10/90
 Date
 S.T.M.H.

CONTACT CITY ENGR.
 OFFICE FOR INSPECT.
 OF STORM SEWER
 TRAP FOR SUMP LEAD

10" SAN. S
 Birmingham Rd.
 San. Sewer System

FAIRFIELD AVE. 60 CITY OF LIVONIA
 Engineering / Inspection Div.

FIELD REVIEW



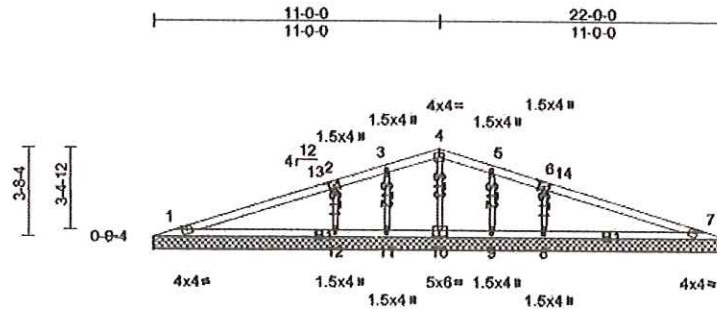
Job OTREC0599988	Truss T1DE	Truss Type COMMON	Qty 2	Ply 1	Job Reference (optional)
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Midwest Manufacturing, Eau Claire, WI

Run: 8:59 S 8:23 Aug 28 2018 Print: 8:230 S Aug 28 2018 Mitek Industries, Inc. Thu Jul 18 12:54:00

Page: 1

ID: 7HX1mXtHJ9Q2oEMyF7swwEo-JFdEq2hctbcvY4lreSsowa1DziPOKKOVDOnSmwqD5



Scale = 1/708

Plate Offsets (X, Y): [10-0-3-0-0-3-0]

Loading	(psf)	Spacing	2-0-0	CSI	DEFL	In	(loc)	I'deff	L/d	PLATES	GRIP	
TCLL (roof)	30.0	Plate Grip DOL	1.15	TC	0.52	Ver(L)	n/a	-	n/a	999	MT20	197/144
Snow (Ps/Pg)	27.7/40.0	Lumber DOL	1.15	BC	0.32	Ver(TL)	n/a	-	n/a	999		
TCDL	12.0	Rep Stress Incr	YES	WB	0.17	Horiz(TL)	0.00	7	n/a	n/a		
BCLL	0.0*	Code	IRC2015/TPI2014	Matrix-R								
BCDL	10.0											
										Weight: 59 lb	FT = 15%	

LUMBER

TOP CHORD 2x4 SPF No.2
BOT CHORD 2x4 SPF No 2
OTHERS 2x3 SPF Stud

BRACING

TOP CHORD
BOT CHORD

Structural wood sheathing directly applied or 6-0-0 oc purlins.
Rigid ceiling directly applied or 10-0-0 oc bracing.

Mitek recommends that Stabilizers and required cross bracing be installed during truss erection. In accordance with Stabilizer Installation guide.

REACTIONS All bearings 22-0-0.

(b) - Max Horiz 1=44 (LC 19)
Max Uplift All uplift 100 (lb) or less at joint(s) 1, 7, 8, 9, 11, 12
Max Grav All reactions 250 (lb) or less at joint(s) 9, 11 except 1=264 (LC 2), 7=264 (LC 2), 8=711 (LC 2), 10=324 (LC 2), 12=711 (LC 2)

FORCES (b) - Max. Comp./Max. Ten. - All forces 250 (lb) or less except when shown.

WEBS 2-12=517/161, 6-8=517/161

JOINT STRESS INDEX

1 = 0.57, 2 = 0.51, 3 = 0.51, 4 = 0.65, 5 = 0.61, 6 = 0.51, 7 = 0.57, 8 = 0.61, 9 = 0.51, 10 = 0.31, 11 = 0.51 and 12 = 0.51

NOTES

- Unbalanced roof live loads have been considered for this design.
- Wind: ASCE 7-10; Vult=115mph (3-second gust) Vasd=91mph; TCDL=4.2psf; BCDL=6.0psf; h=25ft; Cat. II; Exp B; Enclosed; MWFRS (envelope) exterior zone and C-C Exterior (2) zone; cantilever left and right exposed; end vertical left and right exposed, C-C for members and forces & MWFRS for reactions shown; Lumber DOL=1.60 plate grip DOL=1.60
- Truss designed for wind loads in the plane of the truss only. For studs exposed to wind (normal to the face), see Standard Industry Gable End Details as applicable, or consult qualified building designer as per ANSI/TPI 1.
- TCLL: ASCE 7-10; Pr=30.0 psf (roof live load); Lumber DOL=1.15 Plate DOL=1.15; Pg=40.0 psf (ground snow); Ps=27.7 psf (roof snow; Lumber DOL=1.15 Plate DOL=1.15); Category II; Exp B; Fully Exp; Ct=1.10
- Roof design snow load has been reduced to account for slope.
- Unbalanced snow loads have been considered for this design.
- All plates are 1.5x4 MT20 unless otherwise indicated.
- Gable requires continuous bottom chord bearing.
- Gable studs spaced at 2'-0-0 oc.
- This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
- * This truss has been designed for a live load of 20.0psf on the bottom chord in all areas where a rectangle 3-06-00 tall by 2-00-00 wide will fit between the bottom chord and any other members.
- Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 100 lb uplift at joint(s) 1, 7, 11, 12, 9, 8.
- This truss is designed in accordance with the 2015 International Residential Code sections R502.11.1 and R602.10.2 and referenced standard ANSI/TPI 1.

LOAD CASE(S) Standard

For other design systems search "Design & Buy" on Menards.com

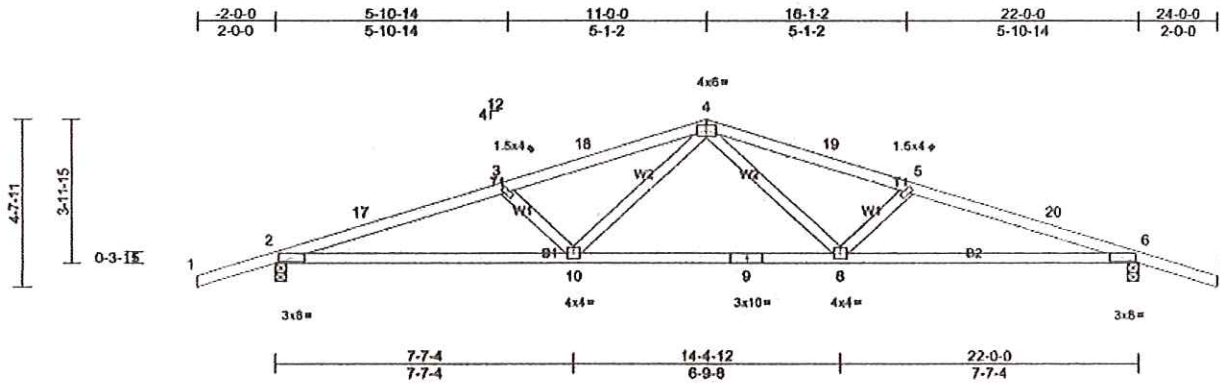
Job	Truss	Truss Type	Qty	Ply	Job Reference (optional)
QTREC0807279	C11022	COMMON	1	1	

Midwest Manufacturing, Eau Claire, WI

Run: 8:51 S Aug 11 2022 Print: 8:510 S Aug 11 2022 MiTek Industries, Inc. Fri Sep 03 16:52:1C

Page: 1

ID: DYVQ73mLJTeYKTrzvpYtLRLRzSOMZHY7X0In10cE4obLxp0rUcFN8B yfsh



Scale = 1:47.1

Loading	(psf)	Spacing	2-0-0	CBI	DEFL	In	(loc)	Vdefl	L/d	PLATES	GRIP
TCLL (roof)	42.0	Plate Grip DOL	1.15	TC	0.81	-0.21	8-10	>999	240	MT20	197/144
Snow (Ps/Pg)	41.6/60.0	Lumber DOL	1.15	BC	1.00	Vert(CT)	-0.32	8-10	>823		
TCDL	10.0	Rep Stress Incr	YES	WB	0.48	Horz(CT)	0.09	6	n/a		
BCLL	0.0'	Code	IRC2018/TPI2014	Matrix-MS							
BCDL	10.0									Weight: 73 lb	FT = 15%

LUMBER
 TOP CHORD 2x4 SPF No 2
 BOT CHORD 2x4 SPF No 2
 WEBS 2x4 SPF Stud

BRACING
 TOP CHORD
 BOT CHORD

Structural wood sheathing directly applied or 2-2-0 oc purlins.
 Rigid ceiling directly applied or 2-2-0 oc bracing.

MiTek recommends that Stabilizers and required cross bracing be installed during truss erection, in accordance with Stabilizer Installation guide.

REACTIONS (lb/size) 2=1561/0-3-8, (min. 0-2-10), 6=1561/0-3-8, (min. 0-2-10)
 Max Horiz 2=54 (LC 15)
 Max Uplift 2=-125 (LC 10), 6=-125 (LC 11)
 Max Grav 2=1692 (LC 21), 6=1692 (LC 22)

FORCES (lb) - Max. Comp./Max. Ten. - All forces 250 (lb) or less except when shown.
 TOP CHORD 2-17=-3513/231, 3-17=-3434/243, 3-18=-2927/201, 4-18=-2787/209, 4-19=-2787/209, 5-19=-2927/201, 5-20=-3434/243, 6-20=-3513/231
 BOT CHORD 2-10=-157/3258, 9-10=-82/1997, 8-9=-82/1997, 6-8=-157/3258
 WEBS 3-10=-903/131, 4-10=-17/1114, 4-8=-17/1114, 5-8=-903/131

JOINT STRESS INDEX
 2 = 0.79, 3 = 0.56, 4 = 0.85, 5 = 0.56, 6 = 0.79, 8 = 0.74, 9 = 0.76 and 10 = 0.74

- NOTES**
- Unbalanced roof live loads have been considered for this design.
 - Wind: ASCE 7-16; Vult=115mph (3-second gust) Vasd=91mph; TC DL=4.2psf; BC DL=6.0psf; h=25ft; Cat. II; Exp B; Enclosed; MWFRS (envelope) exterior zone and C-C Exterior(2E) 2-0-0 to 0-9-12, Interior (1) 0-9-12 to 8-0-0, Exterior(2R) 8-0-0 to 14-0-0, Interior (1) 14-0-0 to 21-0-0, Exterior(2E) 21-0-0 to 24-0-0 zone; cant/over left and right exposed; end vertical left and right exposed; C-C for members and forces & MWFRS for reactions shown; Lumber DOL=1.60 plate grip DOL=1.60
 - TCLL: ASCE 7-16; Pr=42.0 psf (roof LL: Lum DOL=1.15 Plate DOL=1.15); Pg=60.0 psf; Ps=41.6 psf (Lum DOL=1.15 Plate DOL=1.15); Is=1.0; Rough Cat B; Fully Exp.; Ce=0.9; Cs=1.00; Ct=1.10
 - Roof design snow load has been reduced to account for slope.
 - Unbalanced snow loads have been considered for this design.
 - This truss has been designed for greater of min roof live load of 12.0 psf or 1.00 times flat roof load of 41.6 psf on overhangs non-concurrent with other live loads.
 - This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
 - * This truss has been designed for a live load of 20.0psf on the bottom chord in all areas where a rectangle 3-08-00 tall by 2-00-00 wide will fit between the bottom chord and any other members.
 - Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 125 lb uplift at joint 2 and 125 lb uplift at joint 6.
 - This truss is designed in accordance with the 2018 International Residential Code sections R502.11.1 and R802.10.2 and referenced standard ANSI/TPI 1.

LOAD CASE(S) Standard

For other design systems search "Design & Buy" on Menards.com

Materials

Building Type

Building Location Zip Code: 48152
Building Type: Gable

Building Info

Building Width: 22'
Building Length: 26'
Building Height: 10'
Wall Framing Stud: 2 x 4
Roof Framing: Truss Construction
Truss Type: Common (24" on center spacing)
Roof Pitch: 4/12 Pitch
Eave Overhang: 24"
Gable Overhang: 24"
Curb: Poured Curb
Curb Height: 4"
Foundation Type: Poured
Custom Garage Plan: No I do not need a custom building plan

Wall Info

Siding Material Types: Vinyl
Vinyl Siding: ABTCO® Waterford® Double 4-1/2 Dutchlap, Color: Tan
Vinyl Corner Trim Color: Tan
Accent Material Type: None
Wainscot Material Type: None
Wall Sheathing: 7/16 x 4 x 8 OSB(Oriented Strand Board)
House Wrap: Kimberly-Clark BLOCK-IT®9'x75'House Wrap
Gable Vents: None

Roof Info

Roof Sheathing: 1/2 x 4 x 8 OSB(Oriented Strand Board)
Roofing Material Type: Through Fastener Steel Panel
Through Fastener Steel Roofing: Cut to Length Pro-Rib® Steel Panel, Color: Bronze
SnowBar Trim: None
Roof Underlayment: #30 Felt Roofing Underlayment 3' x 72' (216 sq. ft.)
Ice and Water Barrier: Hydraguard Dual Pro High Temperature Ice & Water Barrier 39-3/8" x 61' (200 sq. ft.)
Fascia Material Type: Steel Fascia
Fascia: 12' Steel L-6 Fascia, Color: Light Stone
Soffit Material Type: Vinyl Soffit
Soffit: ABTCO® 12" x 12' Vented Vinyl Soffit, Color: Khaki
Gutter Material Type: Aluminum
Gutter: Spectra Metals 5" x 10' K-Style Aluminum Gutter, Color: Brown

Openings

Service Door: Commander® 36W x 80H Primed Steel 6-Panel
Overhead Door: 16X8 White Raised Panel Plain EZ Set Torsion Spring
Additional Information: MDP38 EZ Set Torsion Spring

For other design systems search "Design & Buy" on Menards.com

GARAGE

How to recall and purchase your design at home:



OR

1. On Menards.com, enter "Design & Buy" in the search bar
2. Select the Garage Designer
3. Recall your design by entering Design ID: 330852783038
4. Follow the on-screen purchasing instructions

How to purchase your design at the store:

1. Enter Design ID: 330852783038 at the Design-It Center Kiosk in the Building Materials Department
2. Follow the on-screen purchasing instructions

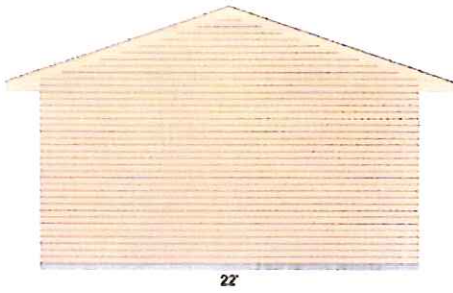


Floor type (concrete, dirt, gravel) is NOT included in estimated price. The floor type is used in the calculation of materials needed. Labor, foundation, steel beams, paint, electrical, heating, plumbing, and delivery are also NOT included in estimated price. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions.

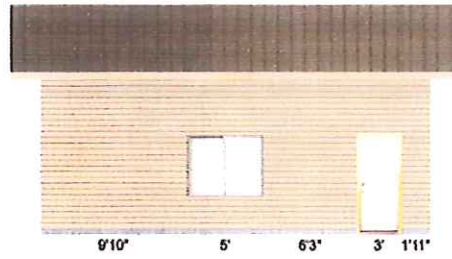
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*Some items like wainscot, gutter, gable accents, are not displayed if selected.

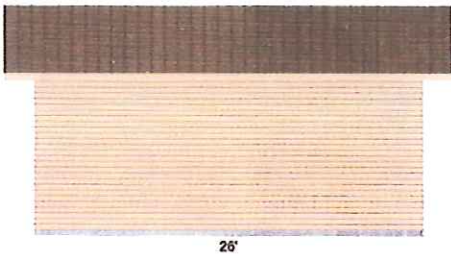


ENDWALL B

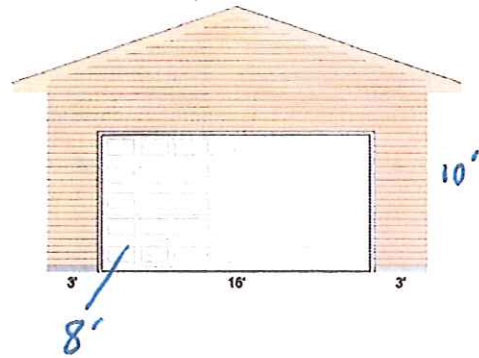


SIDEWALL D

Commander® 36W x 80H Primed Steel 6-Panel
60"W x 48"H JELD-WEN® Vinyl Slider



SIDEWALL C



ENDWALL A

16X8 White Raised Panel Plain EZ Set Torsion Spring

For other design systems search "Design & Buy" on Menards.com

Overhead Door Trim Type:
Vinyl Trim Color:
Windows:

Vinyl
White
60"W x 48"H JELD-WEN® Vinyl Slider

Additional Options

Ceiling Insulation:
Wall Insulation:
Ceiling Finish:
Wall Finish:
Mounting Blocks:
Hydronic Radiant Heat:
Anchor bolt:

Framing Fasteners:

Sheathing Fasteners:

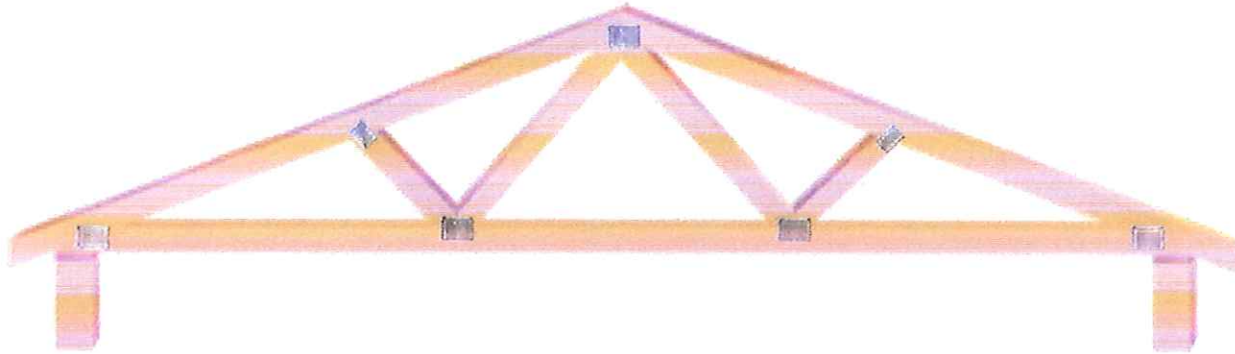
Truss Fastener:
Overhead Opening Hardware:

None
None
None
None
No
None
Grip Fast® 1/2 x 10 HDG Anchor Bolt w/ Nut & Washer
Grip Fast® 3-1/4 16D Vinyl-Coated Smooth Shank Sinker Nail - 5 lb. Box
Grip Fast® 2-1/2 8D Vinyl-Coated Smooth Shank Sinker Nail - 5 lb. Box
FastenMaster® TimberLOK® 5/16 x 6 Hex Drive Black Hex Head Timber Screw - 50 Count
No

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Helpful Hints for Garage Construction

- Studs are estimated 16 inches on center with single treated bottom plate and double top plate.
- For 10- and 12-foot-tall buildings studs should be cut for an approximate 10- or 12-foot plate height.
- If steel is estimated (Pro-Rib or Pro-Snap), the steel lengths should be verified based off the actual framing. Plate height (stud length), truss heel and other framing should be confirmed. Steel is estimated to the inch, make sure the lengths are accurate based on final overall building design.
- Trusses included are estimated at 2 feet on center spacing. The design is based on the zip code provided, design and loading should be verified.
- Trusses should not be cut or modified with the exception of trimming the truss tails to the correct overhang.
- The bottom chord is designed to support standard ceiling and insulation materials.
- Dropped end trusses are estimated with 18 inch and 24 inch gable overhangs.



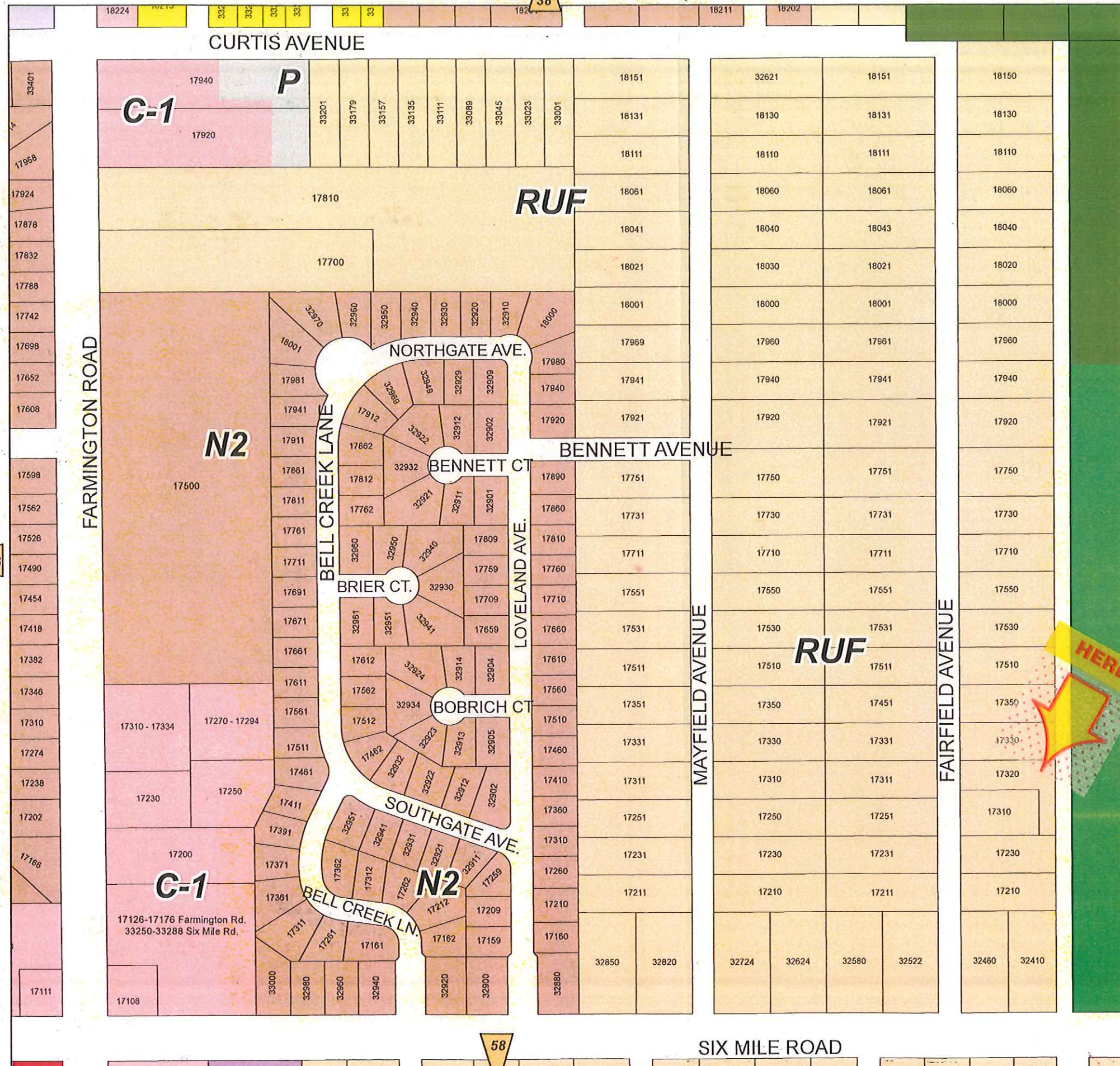
Menards Building Checklist Planning

- Get a permit. Check restrictions, building codes or local zoning to make sure your design complies with all requirements.
- Contact local utilities to ensure construction will not disturb any electrical, cable or plumbing.
- If necessary, hire a professional to help with planning and construction.
- Consider site conditions including soil type, grade, and runoff before finalizing your design.
- Material estimates provided can be changed to meet your needs.
- Menards offers professional delivery of materials. Delivery is extra based on the distance from your local Menards store to your building site.
- Practice good safety habits, use PPE including eye protection & dust masks during construction.
- Make sure to follow good building practice and all manufacturer's instructions. Use all the hardware and fasteners recommended.

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**ROMAN MARTINCIC
17320 FAIRFIELD**

**REF: DETACHED GARAGE
LOW DENSITY RESIDENTIAL**



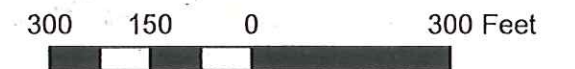
ZONING MAP

LEGEND

Zoning Districts

- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business
- C-3 Highway Services
- C-4 High Rise Commercial
- M-L Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

S.W. 1/4 Section 10
City of Livonia
 T. 1 south, R. 9 east
 Wayne County, Michigan
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ZONING BOARD OF APPEALS
CITY OF LIVONIA
MINUTES OF MEETING HELD TUESDAY, SEPTEMBER 3, 2024

A Meeting of the Zoning Board of Appeals of the City of Livonia was held on Tuesday, September 3, 2024.

MEMBERS PRESENT: Jim Baringhaus, Vice Chairman
Christopher Boloven
Michael Testa
Marc Rotondo
Lynda Scheel
Timothy Klisz, Secretary

MEMBERS ABSENT: Gregory G. Coppola, Chairman

OTHERS PRESENT: Mike Fisher, Chief Assistant City Attorney
David Popp, Inspector

The meeting was called to order at seven p.m. Vice Chairman Baringhaus explained the Rules of Procedure to those interested parties. Each petitioner must give their name and address and declare hardship for appeal. Appeals of the Zoning Board's decisions are made to the Wayne County Circuit Court. The Vice Chairman advised the audience that appeals can be filed within 21 days of the date tonight's minutes are approved. The decision of the Zoning Board shall become final within five (5) calendar days following the hearing and the applicant shall be mailed a copy of the decision. There are four decisions the Board can make: To deny, to grant, to grant as modified by the Board, or to table for further information. Each petitioner may ask to be heard by a full seven (7) member Board. Six (6) members were present. Secretary, Timothy Klisz, then read the Agenda and Legal Notice to each appeal, and each petitioner indicated their presence. Appeals came up for hearing after due legal notice was given to all interested parties within 300 feet, petitioners, and City Departments. There were several (not counted) people present in the audience.

(7:00)

APPEAL CASE NO. 2024-06-22, 17320 Fairfield Street: an appeal was made to the Zoning Board of Appeals by Roman Martincic, seeking to construct a detached garage while maintaining the existing attached garage, resulting in excessive accessory building area and total area of all accessory buildings.

This Low-Density Residential property is located on the east side of Fairfield Street (17320), between Six Mile Road and Curtis Street, Lot. No. 039-01-0020-001, RUF, Rural Urban Farm District, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 7.09(1)A.

Detached Accessory Building Area

Allowed: 200 square feet
Proposed: 572 square feet
Excess: 372 square feet

Total Accessory Building Area

Allowed: 920 square feet
Proposed: 1,034 square feet
Excess: 114 square feet

BARINGHAUS Okay, thank you. Are there any questions for the Law Department? Any questions for the Inspection Department?

ROTONDO Yeah, Mr. Chair.

BARINGHAUS Mr. Rotondo.

ROTONDO Yeah, question for Mr. Popp. This case, I just want some clarification. So what we're voting, what we're going to be discussing in this case is just strictly the shed, the proposed shed, or does it include the proposed driveway as well?

POPP Just the proposed shed. So that driveway thing was from a... there was a previous ZBA case that granted a 20 by 20 building -- accessory structure -- previously, and I believe the people that built the house that's there now tore that down when they erected the current structure. If that makes sense? There was a previous case that said something about the private-- I don't know that the driveway is part of this case.

ROTONDO Okay.

POPP I mean, someone can correct me if I'm wrong here, but not knowing this case very well, that's when I briefed.

ROTONDO Yeah, I'd seen that there was a response regarding the driveway. But when I looked at and he shows on the plot plan a proposed driveway, but it didn't look like it was in violation of a....

POPP There's a previous ZBA case that said that they could not have a hard-surface driveway back to the previous building.

ROTONDO Okay. but that's not for this?

POPP I don't believe so.

ROTONDO That previous one. So we're just voting....

POPP We can address that when the Petitioner comes up, but I don't believe so.

ROTONDO Okay, thank you.

BARINGHAUS Will the Petitioner please come forward to the podium?

MARTINCIC Roman Martincic, 17320 Fairfield Street.

BARINGHAUS Okay, thank you. Can you begin by stating your hardship and why you need this proposed building?

MARTINCIC Yeah. So I have a 250 Econoline van, which, as at this point, will not fit in my current garage. It's about three inches too tall, and the depth on it is... and in front of the garage there's a three-foot step, concrete, to where, even if it would fit in, it bumps that. It would bump that concrete step. I can get a car in there. I got a motorcycle and some tools. Basically, I'd like to secure my vehicle. I got a lot of money in tools in it. I have a zero-turn mower, snowblower, etc. Lawn equipment that is right now just pretty much half in a shed and half not in a shed. So that's pretty much.... I don't always use this van, but when I do, if I could secure it, it'd be great.

BARINGHAUS You said it's an E250 van, is that regular or extended?

MARTINCIC It's a regular.

BARINGHAUS Regular. Okay. What else do you store in the driveway?

MARTINCIC In the garage?

BARINGHAUS Driveway. Because, and I'll just--

MARTINCIC I do have a trailer in the driveway right now. And most of the time I do put it on the side from the garage back if I'm going to be using in the next day, yes, I'll pull it out. And sometimes it sits in the driveway.

BARINGHAUS Okay?

MARTINCIC I like to get it all back there if possible, as you want to breathe, and....

BARINGHAUS And you're also storing a boat in your backyard, I believe?

MARTINCIC Yes, I am.

BARINGHAUS Okay. Tell us about the driveway.

MARTINCIC What about it? I mean, what do you mean?

BARINGHAUS What type of materials?

MARTINCIC So that's the concrete. I mean, right now the driveway, it's asphalt.

BARINGHAUS Okay.

MARTINCIC The apron on the garage is going to be-- it was proposed to be concrete. I just did it, the proposal the whole way, just because someone says, "Put that in the proposal." Whether it – I mean, I'm not in a hurry. Concrete, the whole thing. I just need to be able to park my vehicle back there, you know, on off times when I'm not, you know... because I do have a full-time job, I just do this on the side. So....

BARINGHAUS In your case, you mentioned you operate a contracting company?

MARTINCIC I do.

BARINGHAUS From your home?

MARTINCIC Yes, I do.

BARINGHAUS Can you tell us...?

MARTINCIC Yeah. So I do some construction, and then I do some electrical, fiber communications, which, again, is the heavy, expensive equipment that usually stays in the vehicle, but I do not like it sitting out front. I do travel, so I do like to, I'd like to secure it.

BARINGHAUS Do you store material at your home or...?

MARTINCIC No, I don't. I mean, I'm not gonna lie, there's something one or day two, yeah, I might store it, but I don't stockpile anything.

BARINGHAUS There's no machining done on your property.

MARTINCIC Nope.

BARINGHAUS All work is done pretty much on site.

MARTINCIC On site. Yep.

BARINGHAUS Okay, very good. Okay. Thank you. Any other questions?

TESTA Mr. Chair?

BARINGHAUS Yeah, Mr. Testa.

TESTA Question for the Petitioner. The size of your proposed second garage. How did you come to that size? That's quite large.

MARTINCIC I would like the depth so I can get the vehicle in and still have room to get other stuff in there. That's just, you know, if I was going to do it, I was going to try to get it, if I could get it that size.

TESTA Okay, you get the height and the depth based on the explanation of the van. More so the width. Do you plan on putting two cars in there, or?

MARTINCIC No. But I, like I said, I do have 16 zero-turn mower. I mean, there's quite a bit of grass there.

TESTA Yep.

MARTINCIC I got other equipment from the house that I put in there. I do have one shed. I'd like to take it down. It's just a Rubbermaid. If I get it all housed all in one, that would be great.

TESTA Okay, so your intent is that garage will house all of your work truck, and then all of your belongings...?

MARTINCIC All of my wife's [inaudible] kids' stuff, the storage stuff, you know, whatever.

TESTA Okay, thank you.

BARINGHAUS Can you describe the garage? The photo or the rendering we had in the package just was basically tan.

MARTINCIC It's just, it'll be the same siding as the house, the same features as the house.

BARINGHAUS So the materials will be the same as the house?

MARTINCIC Yep.

BARINGHAUS Materials, colors.

MARTINCIC Yep.

BARINGHAUS Have you spoken to your neighbors about putting the structure?

MARTINCIC Yeah.

BARINGHAUS In the yard?

MARTINCIC Yep.

BARINGHAUS What's the reaction?

MARTINCIC None of them really had a problem. We had one concern about the driveway. And the lady across the street said something. There's a few people on the block that have one or two outbuildings or garages, whatever you want to call it, on the street. I have photos. She just said that she wanted a wider door at the time. I don't... that was it. I had one neighbor here that she's lived across the street from me in support. She came here.

BARINGHAUS Your neighbor next to you seems to have concerns about the property line between... [inaudible] Can you describe that?

MARTINCIC Yes, so the paperwork I got from you guys drawing out the whole property line gives me 10 feet from the edge of my garage to where the fence is now, which is pre-existing before I got there. There's a wrought-iron fence, and it runs the length of the garage. I mean, the property line, I don't know, for whatever reason she said she had a resurvey. Says I was like two feet over. I have no idea. I had it surveyed again. That shows the basic site property line with a garage on it. It shows the same as your guys' information I got from you guys. So.

BARINGHAUS On her property, she has a wooden fence that extends from the side of her house?

MARTINCIC Yes, but that's still on the actual... the line where it's going to stay, like where it is now, that's actually, if you measure it, is what you guys have that I got from you guys and this independent company that drew the rendering for the property. It's not... it's the same. So I don't know, like I said, I don't know when she did it, how....

BARINGHAUS Okay, thank you.

BOLOVEN Mr. Chair.

BARINGHAUS Mr. Boloven.

BOLOVEN Question for the Petitioner, will you come down to the 20 by 20?

MARTINCIC I mean, that's kind of like what I got now. Does it have to be a 20 by 20? I mean that....

BOLOVEN So if you come down to a 20 by 20, you're still over by 200 so you got excess, but it puts you within the total of accessory, within the 920 and you get your driveway. I'm not saying that the Board's going to do this. I'm just asking if you're willing to go down to that size.

MARTINCIC I'd like to keep it to where it's at.

BOLOVEN Thank you, Mr. Chair.

BARINGHAUS Thank you.

TESTA Question for Inspection, Mr. Chair.

BARINGHAUS Sure, Mr. Testa.

TESTA Mr. Popp, he referred to a survey that he gave, is that in our packet?

POPP I don't see it here.

TESTA I think it's just the question of the neighbors

ROTONDO Site plan number two is how it's labeled in our agenda or in our package.

SCHEEL It says received May 30th.

ROTONDO Yeah, that would have been.... This would have been dated from when they built the house. 1990.

TESTA Question: this one's dated 1990. Question for the Petitioner, you said you had a survey done.

MARTINCIC I just-- that rendering you guys got. Yeah, this company called Site Plan, and they, I don't know how accurate it is, but it's the same as what you guys have here that I got from you guys, the property line.

TESTA Okay, so it's not a full survey. It's the site plan you submitted.

MARTINCIC Yeah. I mean, they look it up on, I don't know if they do some kind of program, and I have no idea.

TESTA Okay, they didn't come out and measure your....

MARTINCIC No, they didn't physically come out, no.

TESTA All right, thank you.

POPP So the one stamped 1990 is a survey from our Engineering Department, by the looks of it, when it was actually developed.

BARINGHAUS And then, based on that survey, does it look like the driveway falls within the Petitioner's property line and there's no encroachment on the neighbor's property?

POPP I mean, according to this, it does not appear. But I don't know that actual survey would say otherwise. I don't know that.

SCHEEL Mr. Chair.

BARINGHAUS Yes, Ms. Scheel.

SCHEEL So would they require it? Does the Inspection Department require an actual new survey be done? If something like this is being done.

POPP We normally would not absolutely have to have a survey, no.

SCHEEL What happens if the neighbors, if there is a neighbor that's saying that'll be encroaching on their property line, how do we resolve that?

POPP Well, a survey would solve that.

SCHEEL I get that.

POPP So is this neighbor saying they have a survey that says otherwise?

KLISZ It's attached.

POPP And that's attached to what, their letter?

KLISZ To their letter. It's dated. Well, it's funny, because there's a date, 5-17-2000 but then the document top part, the description says 11-4-81, but anyway, she highlighted

a spot on the left side. It says, "Note: Patio blocks encroach from adjacent property onto subject property by 3.2 plus or minus as shown." And then it draws a little box.

POPP What was the date on the letter?

KLISZ It's her objection. It says, "The only objection I have..." August 13, 2024, yellow. It's a yellow page. And then she attached. It's much bigger. It got shrunk down. This is what she sent us. That accompanied her letter.

BARINGHAUS It looked like she was just referring to the patio block encroaching.

KLISZ Because her letter says, "The only objection is that a driveway cannot be put between our two houses. The previous form and a survey attached that showed an encroachment of 3.2 feet onto my property. Driveway would be partially on my property. It's his fences now. The garage he wants to put in his backyard has to be only on his property. It cannot back up to the fence, which would include 3.2 feet of my property." Sounds like there's a real....

BARINGHAUS Yeah.

POPP 3.2 feet only, so the patio blocks.

BARINGHAUS Yeah, the letter says....

POPP The fence is not even on this.

KLISZ Right. It could be her misinterpretation of the survey, I don't know.

ROTONDO Then there's another note on the other side. It says, "Boundary survey is needed to determine...."

POPP Yeah, this is from 2000.

ROTONDO Yeah.

POPP I mean, is that patio block even there still?

MARTINCIC What it is... So the previous owner between the fence, so there's a patio block that runs maybe, like two feet by the length of the right under the fence, with the fence closes, and it's still been there. It was there previously, the fence was there previously, the gate was.

POPP I mean, neither this mortgage survey, or the survey from Engineering there includes a list of what that fence is. I would have to say the mortgage survey, if the fence is 9.8 feet from the side for the garage, and that's ten-something feet from his house to the

fence, that they both agree that the fence is on the property line. I don't know what else to say there.

KLISZ Gotcha.

POPP Because his survey from Engineering showing like ten-something feet from the back corner of his house.

MARTINCIC And that's 10 feet that I got from the inside of the fence. And then there's the four by four of steel adds another couple of inches.

POPP The City requires the fence on the property line.

MARTINCIC Right.

POPP Because this isn't, actually, this wasn't a field survey. This wasn't like she just had a survey.

KLISZ No. Right.

POPP This is from—

KLISZ Exactly.

POPP 5-17 in 2000.

KLISZ I guess it just becomes, is it something that we should look into, or is that... is she just off, that's....

POPP I mean, we can certainly verify from the fence to her back corner of the house and from the fence to his house. And if they agree, they agree, if not--

KLISZ Right. Then it's an issue.

POPP We can request a survey. I don't know what else to do with that.

BOLOVEN Mr. Chair.

BARINGHAUS Mr. Boloven.

BOLOVEN Mr. Popp, if this Board does approve this right now. What's in front of us is just the size... which there could be potentially setback issue, if there really is a survey boundary line issue, what happens? Does it come back before this Board on that issue, or...?

POPP I would think we could just move it over if it's an actual setback issue to the property line. So it's got to be five feet off the property line, right? Just... you have to have 10 feet in between structures. So potentially, someone else could build a shed at the back of the property, and then the structure would have to be fire rated, so it has to be at least five foot off the property line.

BOLOVEN Are you willing to do that?

MARTINCIC Yeah, that's fine. Yeah, I do. But, but wasn't there a fire rating? You said it was three if you fire rated the one side of the wall, or no?

POPP If you fire rate the one side of the wall, then you can drop it down to three, correct.

BOLOVEN Either way. Here's what I don't want to see, is that all of a sudden you go through all this and then you're back before the Board again, because you got a setback issue.

MARTINCIC Well, I mean, if it takes getting a survey, then so be it.

BOLOVEN Thank you. Mr. Chair.

BARINGHAUS Any other questions?

ROTONDO Mr. Chair.

BARINGHAUS Yes, Mr. Rotondo.

ROTONDO Question for the Petitioner, do you... so is your property like an L-shape? Do you own what's identified as lot 19 on the...?

MARTINCIC Yeah, it's a weird-- I mean, everyone's acreage is the same. It's just for whatever reason, when they built that house, it's only 80 frontage versus everyone had 100 by 300 so the neighbor that's got the issue with the driveway, they have 120 by, I believe it's 212, so deep. And actually, I mean, if you really want to get on the survey one, if you go off these measurements, the fence that they have on that dog leg is about 15 feet further back than it should be. It should be closer to their house, but I mean, again, I don't... I just mow the lawn over there. It's not an issue.

BARINGHAUS Thank you. Okay, any other questions? Okay, very good. Is there anybody in the audience? Anybody else in the audience wants to speak to this?

FREDA Good evening. I'm Lindsey Freda, 17251 Fairfield Street. I live directly across from Mr. Martincic. I can attest to the fact that he fairly maintains his property. He keeps a very tidy yard and utilizes a lot of the equipment. Because we have such significant lot sizes,

we have to have large lawn equipment and other items that can crowd the garage, which we like to use at our property for the storage of our vehicles, based on the fact that we reside in Michigan, and the climate is not always conducive to keeping cars neat and tidy. That being said, I know Mr. Martincic personally, I've had him, I've actually contracted him to do work for me. So I know he is a sound builder. I know that he would improve the property value with this proposed structure, because I firsthand can speak to the quality of craftsmanship that he has done for me, which I imagine he would do at a minimum as well for his own property that he's done for me. So I am in full support, as is my husband and our neighbors, both adjacent neighbors. We have no issues.

BARINGHAUS Thank you.

FREDA You're very welcome.

BARINGHAUS Secretary Klisz, do we have letters?

KLISZ We do. We have a letter of approval, David Sykes, 17330 Fairfield [letter was read]. We have a letter from Susan Hafner, 17311 Fairfield [letter of objection was read]. Letter from Linda Sipps, 17310 Fairfield [letter was read]. Those are the letters.

BARINGHAUS Thank you. Is there a closing comment?

BOLOVEN Mr. Chair. This one?

KLISZ She sent two.

BOLOVEN Oh, okay.

KLISZ I can't read twice. One was for the first meeting. This was the more recent one.

BARINGHAUS Okay, great. Would you like to make your closing comment?

MARTINCIC No, I just hope you guys review it. I mean, I'm hope I'm not out of line asking for such a thing. And it's in your guys' hands.

BARINGHAUS Thank you. Okay, great. I will close the public portion of the meeting and we will begin the Board's comments with Mr. Testa.

TESTA Thank you, Mr. Chair. So at first I was thinking this proposed garage was a little too big. It is excess, in excess of 372 square feet. But when you consider the total overage, it's only 114 square feet over. So what that shows me is that your current garage, with this size lot, I understand the need for the second garage. I can be in favor of this based on the explanation of what you have and what the neighbors said about your lot. I do have a little bit of

pause regarding the survey or the questions from the comment from your one neighbor, it sounds like they're only talking about the blocks and not the proposed garage itself. You already answered that. If it does become a problem, you can just scoot the garage over. So I think I'm okay with an approval for tonight.

BARINGHAUS Thank you. Mr. Boloven.

BOLOVEN Thank you. I would be in support of a tabling. I think the survey issue needs to get resolved before this Board makes a decision, just because you can have setback issues, along with other issues. I'm struggling with the 24 by 24 when a previous Board back in '04, with more of a hardship, in my opinion, lowered it down to a 20 by 20. I think it's still overage with the 20 by 20. As calculated, you're still over in the total area. It gives the garage and gives driveway, and everything's within set. So I could be in support of tabling tonight with the Petitioner and his table to take that into consideration before coming back before the Board.

BARINGHAUS Thank you. Secretary Klisz.

KLISZ I agree in part with Mr. Boloven as to the survey part of things, I think the Petitioner is like, "Hey, I could go get a survey." It just it's too questionable, the note that the neighbor point about the fence is not right and whatnot. It would just be so simple to have an official survey that is not going to put anything in doubt. We can see exactly where it is, where it can go. When it comes to the size, actually, I think the overage is less than what was approved on the other neighbors. You know, we can go back and forth in garages, basements and that kind of thing. But I'm not really disturbed about the size. I just want to make sure that it's put in the right place and the survey, I think, is a must so I will be in support of the tabling.

BARINGHAUS Thank you. Mr. Rotondo.

ROTONDO Yeah, I'm in support of the shed, the size of the design, obviously, this is a pretty large parcel, and it, you know, it's a large parcel and it fits in that area. And the Petitioner owns the property on the side of it as well, and it backs up to a tree line and then Rotary Park. So it's really not disturbing anyone behind him, and I can understand the hardship of him needing to store his vehicle with valuable tools and equipment in it.

BARINGHAUS Okay, thank you. Ms. Scheel.

SCHEEL I also agree with the size of the shed and the need for it and the placement of it looks fine. Again, that's depending on what this... if you choose to get a survey or what we require tonight. I'm slightly concerned with that, because the neighbor did mention that and that I don't want to brush off, but I can go either way on that, knowing that if it if you're agreeable to a further setback that's required, then that would be done. But I do agree with the fact that this size would be well utilized in keeping your personal items safe. Thank you.

BARINGHAUS Okay, thank you. I did have some initial concerns about the size of the shed as well, but again, depending on how you look at it, the overage doesn't appear to be as large as it does initially on paper. The other thing is, there's probably two similar structures in the neighborhood that are, I'd say, larger than a typical, traditional yard shed. Those units are placed closer to the street, which are more visible to the neighbors. Yours is set back fairly deep in your property. Also, another thing is that you indicated you would remove the plastic shed that you currently have, which is fine. I do have a question for you. I was looking at Google Earth. It seems like you have some, some material or something in the far corner of your yard or you had this at one time? That's not another outbuilding, is that?

MARTINCIC No, no, there's a kids' play thing that's up on stilts. Okay, right now, the zero-turn mower is partially underneath that.

BARINGHAUS Okay, so at this point you would just have the one plastic shed in the yard.

MARTINCIC That's what I have now, but I mean....

BARINGHAUS You're willing to remove that.

MARTINCIC Right.

BARINGHAUS Okay. That would be a good offset there too. You know, in terms of the property line, I had some concerns where Mr. Popp brought up the point that they could measure it from the street to the back of the property. And if there's some discrepancies, they can adjust the location of the proposed structure as well, which I think would be a good workaround, and probably be a little more expedient at this point. So based on that, I'm in favor of the variance. With that the floor is open for a motion.

BOLOVEN Mr. Chair, just a point of clarity. I usually keep good track of where this Board is. Is the majority within it tabling right now? Are we within an approval? Approval with condition? Table to get the survey?

BARINGHAUS I'm thinking... I'm reading it as an approval with conditions. Anybody else has a different opinion?

BOLOVEN That's why I'm asking. I'm confused. There was agreement on the survey for a bunch of people, but I don't know if it's an approval with condition or if it's a get the survey, table, and come back.

SCHEEL I have approval with condition.

BOLOVEN Condition, yeah, what's the condition?

ROTONDO Well, just making sure that it's on the property line.

BOLOVEN So how do you prove it as presented? If it's... not as presented....

KLISZ Right, where's the problem?

BOLOVEN I don't think we can approve the conditions is the point I'm coming to.

FISHER Your condition would be frustrated [inaudible].

BOLOVEN So you might as well just table it.

FISHER Well, I'm not going to go there.

[Laughter]

BOLOVEN What's the easiest path for this case?

FISHER Oh, I'd say approval with conditions. [Inaudible]

BOLOVEN It's approval with conditions, but what happens if he runs into... what's the condition on it, on approval?

FISHER The condition is that... well.... We have a survey and it shows....

BOLOVEN What if the survey shows he's not in line and what happens, he's back in front of us?

TESTA Does he have to pay another fee?

FISHER No, [inaudible] unless he changed the proposal.

SCHEEL Why would--

BOLOVEN Would he—sorry. Would it be a new petition then, if we approve him tonight?

FISHER Well, what's the condition?

SCHEEL [inaudible] setback.

BARINGHAUS Yes.

POPP Wouldn't this because he's asking for three-foot setback from the property line. Wouldn't that setback still apply regardless of where the property line is?

BOLOVEN I didn't think there was a setback issue.

POPP He's got drawn under a three-foot setback to the property line with understanding that you had to make that wall a firewall.

SCHEEL Right, yeah.

POPP So if the property line shifts two foot over, it would still be a three-foot setback that he would be shooting for. So I don't know where that would be.

BOLOVEN So you're not gonna... because you don't have to play right now the public notice. So if that line truly moves, you're not gonna have a setback issue, you're saying?

POPP We don't have a setback issue, really, because he was saying he was gonna do a three-foot setback to the property line with that wall as a fire-rated wall. So if the property line moves two foot, you could still do the three-foot setback from the actual property line.

BOLOVEN But he's got to move the building, is what I'm saying. It can't be where it's built as presented tonight.

POPP Well, he has it presented as three-foot off the property line, as location, right? So if the property lines moved, it's still three foot off the property line.

[Inaudible crosstalk; laughter]

BOLOVEN So say the survey moves. He's got a three-foot setback. He's still going to need that three-foot setback. So he's got, he's got to move the building.

SCHEEL But it goes with the property line.

POPP But it's, he's three foot from the property line right now is where he's proposing. So if the property line, regardless of where the property line is, he's saying it's still three foot off of it.

BOLOVEN If that property line moves, though, he can't build as presented this evening..

ROTONDO No, because he drew it on the site plan. It's three feet off the property line.

BOLOVEN I know. He's got to move it.

ROTONDO From the property line. Wouldn't--

BOLOVEN He'd still have the three foot.

POPP I guess. Mr. Fisher, can you pipe in on this?

FISHER Well, okay, right. It sounds like the current issue is, what do we mean by setbacks, and we don't mean anything about setbacks. That's not what this case is about. All we're talking about is, I guess the real thing we're looking for is, what does it mean "as presented?" And if "as presented" means it has to occupy the exact physical space it is right now, then Chris has got a point. On the other hand, if "as presented" means you look at the picture and then you lay it on the land, and then build accordingly. Then it, "as presented," is just fine.

BOLOVEN So which is it?

KLISZ We don't use the words "as presented."

[Laughter]

KLISZ We could use that the Petitioner's project must be three foot from the property line as determined by the survey.

BOLOVEN Then he can go and move it out to the other side of the property.

KLISZ Isn't that fine?

BOLOVEN I'm saying.

KLISZ I mean, we need a....

POPP So, say, three foot off the south property line as presented by survey. And then that would cover both bases.

BOLOVEN All right. I'm good right now, thank you. I'm not making the motion, so....

[Laughter]

BARINGHAUS Any other questions or comments? Okay, do I have a motion? I'll give it a shot. Okay. Resolved that the variance sought in Appeal Case No. 2024-06-22 filed by Roman Martincic, be granted for the following reasons and findings of fact: the uniqueness requirement is met due to the size and shape of the Property. Denial of the variance would have severe consequences for the Petitioner due to limited storage of property at his residence. The

variance is fair in light of the effect on neighboring properties and in the spirit of the zoning ordinance due to similar structures in the neighborhood and a general consensus amongst the neighbors, the property itself is classified as RUF, Rural Urban Farm District, under the Master Plan, and the proposed variance is not inconsistent with that classification. Further, than the variance be granted with the following conditions: one, that the proposed structure maintained a three-foot setback from the south property line, and secondly, that the existing plastic shed on the property be removed.

TESTA Support.

BARINGHAUS Motion by Baringhaus, support by Mr. Testa. Discussion? Secretary Klisz, will you please take a vote.

RESOLVED: APPEAL CASE NO. 2024-06-22, 17320 Fairfield Street: an appeal was made to the Zoning Board of Appeals by Roman Martincic, seeking to construct a detached garage while maintaining the existing attached garage, resulting in excessive accessory building area and total area of all accessory buildings.

This Low-Density Residential property is located on the east side of Fairfield Street (17320), between Six Mile Road and Curtis Street, Lot. No. 039-01-0020-001, RUF, Rural Urban Farm District, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 7.09(1)A.

Detached Accessory Building Area

Allowed: 200 square feet
Proposed: 572 square feet
Excess: 372 square feet

Total Accessory Building Area

Allowed: 920 square feet
Proposed: 1,034 square feet
Excess: 114 square feet

be granted for the following reasons and findings of fact:

1. That the uniqueness requirement is met due to the size and shape of the property,
2. That denial of the variance would have severe consequences for the Petitioner due to limited storage of property at his residence,
3. That the variance is fair in light of its effect on neighboring properties, and in the spirit of the zoning ordinance due to similar structures in the neighborhood and a general consensus among the neighbors, and
4. That this property is classified as Low Density Residential, under the Master Plan, and the proposed variance is not inconsistent with that classification.

Further, that the variance **be granted** with the following conditions:

1. The proposed structure will maintain a three (3)-foot setback from the south property line.
2. The existing plastic shed will be removed.

ROLL CALL VOTE

AYES: Baringhaus, Testa, Klisz, Rotondo, Scheel

NAYS: Boloven

Absent: Coppola

PASS/FAIL/TABLED: PASS: PASS

KLISZ Ms. Scheel.

SCHEEL Aye.

KLISZ Mr. Rotondo.

ROTONDO Aye.

KLISZ Mr. Testa.

TESTA Aye.

KLISZ Mr. Boloven.

BOLOVEN Nay.

KLISZ Secretary Klisz votes aye. Vice Chairman, or Chairman Baringhaus.

BARINGHAUS Aye.

KLISZ Passes five to one.

BARINGHAUS Okay, very good. Your variance has been approved. Again, just touch base with the Inspection Department to make the final arrangements. Congratulations.

MARTINCIC Thank you, sir. So for the survey, is it going to be through that, or is it? How does it work?

POPP You'll have to pay a private survey company to come out, survey the property.

MARTINCIC Okay.

POPP Then just bring us the results. Well, you'll get the results of the survey. You can bring it to the Building Department.

MARTINCIC Okay. Thanks, everybody.

APPLICATION FOR VARIANCE

ROMAN MARTINCIC 17320 FAIRFIELD ST. LIVONIA 48152 (313)220-0643
 (Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

N/A
 (Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)

SELF
 (Contractor) (Street Address) (City) (Zip Code) (Telephone) (Fax)

The property address is 17320 FAIRFIELD ST. LIVONIA 48152

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? NO

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:

THE N 79.0 OF LOT 20 AND E 44.60 FT OF THE S 21 FT OF LOT 20, AND THE E. 44.60 FT OF LOT 19 GREEN BRIER ESTATES BEING A SUB OF THE E. 1/2 OF SW 1/4 OF SEC 10 T1829E W02E L69 P40. PARCEL ID # 039010020001

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:

IT ABSOLUTELY DOES EXIST ELSEWHERE WHICH IS WHY SO MANY OTHER NEIGHBORS HAVE DETACHED GARAGES IN ADDITION TO THEIR ATTACHED GARAGE.

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:

MY PRIMARY VEHICLE WILL NOT FIT IN THE EXISTING ATTACHED GARAGE. I HAVE EXPENSIVE TOOLS AND EQUIPMENT I WOULD LIKE LOCKED / SECURED IN MY WORK VEHICLE IN A LOCKABLE STRUCTURE.

5. Explain why you think this variance would be fair to the neighbors and others who might be affected.

THERE ARE MANY PROPERTIES ON THE STREET THAT HAVE THE DETACHED GARAGE ALREADY. THIS DOES NOT HINDER THEIR ABILITY TO ENJOY THEIR PROPERTY IN ANY WAY.

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process: NO

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?

I WAS INSTRUCTED TO APPLY FOR A VARIANCE.

RECEIVED

MAY 30 2024

Inspection Department
 City of Livonia

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: NO

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? N/A

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. Note that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

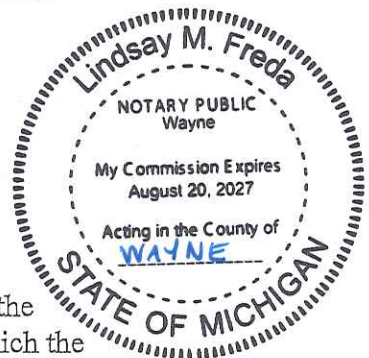
Signature of property owner: [Handwritten Signature]

Please print name of property owner: ROMAN MARTINCIC

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 30TH day of April, 2024

Lindsay M. Freda
(Notary Public, Wayne County, Michigan)
My Commission expires 8/20/2027



Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated May 30, 2024, which reads as follows:

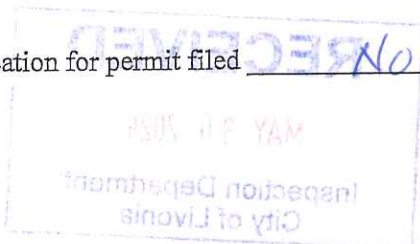
ONLY ONE GARAGE IS PERMITTED ON RESIDENTIAL PROPERTY.

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

[Handwritten Signature]
(Supervisor)

Application for permit filed NO

Violation Issued NO



Roman Martincic
17320 Fairfield St.
Livonia MI, 48152

June 21, 2024

City of Livonia Zoning Board of Appeals Members,

Please consider this letter an opportunity to clarify the need for a variance to be issued on my property. I am currently the sole owner of RM Contracting, a registered licensed, bonded, insured, and seasoned builder in the State of Michigan, operating my business remotely through my primary residence.

I utilize work a van daily. A Ford E-250 that houses all the necessary tools and equipment that are required to do my job. My van doesn't fit in my attached garage. I have two main concerns about the Van not fitting in my garage. One, my tools and equipment are very expensive, I do not feel comfortable leaving them in my driveway with only a vehicle lock to keep them secure. Secondly, I would appreciate being able to store my vehicle in a secure building to keep the harsh and everchanging Michigan climate from deteriorating my exclusive work vehicle.

Please contact me directly if you need further information or clarification, thank you.

Sincerely,

Roman Marincic
President

A handwritten signature in black ink, appearing to read "Roman Marincic", with a stylized flourish at the end.

RM Contracting
17320 Fairfield St.
Livonia, MI 48152
(313) 220-0643



CITY OF LIVONIA
Inspection Department

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

REJECTION OF APPLICATION FOR PERMIT
BECAUSE OF NON-CONFORMITY TO ZONING ORDINANCE LIVONIA VISION 21

Applicant (SAME AS OWNER) Address (SAME AS OWNER)
 Owner ROMAN MARTINCIC Address 17320 FAIRFIELD, LIVONIA, MI 48152
 Lessee — Address —
 Location EAST Side of 17320 FAIRFIELD Street
 Between SIX MILE RD And CURTIS
 Lot No./Parcel No. 039-01-0020-001 Subdivision GREEN BRIER ESTATES
 Zoning District R-U-F Map No. SW 10 Lot Size 25,699.6 sq (0.59 acres) Alley N/4
 Present Use SINGLE FAMILY RESIDENTIAL Proposed Use SAME
 Present Building Size N/A Proposed Building Size 26 FT. BY 22 FT. (572 SF)
 Present Height of Building N/A Proposed Height 13.67 FT.
 Allowable Lot Coverage 8,994.86 SF (35%) Proposed Lot Coverage 2,805 sq. ft. (10.9%)
 Proposal SEEKING TO CONSTRUCT A DETACHED GARAGE WHILE MAINTAINING THE EXISTING ATTACHED GARAGE RESULTING IN EXCESSIVE ACCESSORY BUILDING AREA AND TOTAL AREA OF ALL ACCESSORY BUILDINGS. DETACHED ACCESSORY BUILDING AREA ALLOWED: 200 SQ. FT.; PROPOSED: 572 SQ. FT.; EXCESS: 372 SQ. FT.; TOTAL ACCESSORY BUILDING AREA ALLOWED: 920 SQ. FT.; PROPOSED: 1,034 SQ. FT.; EXCESS: 114 SQ. FT.

Reason for Rejection LIVONIA ZONING ORDINANCE, SECTION 7.09(1) A
 Deficient Side Yard _____ Deficient Front Yard _____ Deficient Rear Yard _____
 Deficient Lot Area _____ Deficient Lot Area per Room _____ Encroachment _____
 Excessive Lot Coverage _____ Excessive Height _____ Increasing No. Units _____
 Use Prohibited _____ Deficient Parking Spaces _____ Increasing Area and Bulk TOP(1) A
372 / 114

Remarks _____

Plans and Application examined by [Signature] Date JUNE 11, 2024

ZONING EXAMINER

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, CHAIRMAN
JAMES. M. BARINGHAUS, VICE CHAIRMAN
TIMOTHY J. KLISZ, SECRETARY
CHRISTOPHER N. BOLOVEN
MARC ROTONDO
LYNDA L. SCHEEL
MIKE TESTA



COUNCIL MEMBERS

BRANDON MCCULLOUGH, PRESIDENT
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CARRIE BUDZINSKI
ROB DONOVIC
JIM JOLLY
SCOTT MORGAN
LAURA M. TOY

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

***PUBLIC NOTICE
July 29, 2024***

APPEAL CASE NO. 2024-06-22, 17320 Fairfield Street: an appeal was made to the Zoning Board of Appeals by Roman Martincic, seeking to construct a detached garage while maintaining the existing attached garage, resulting in excessive accessory building area and total area of all accessory buildings.

This Low-Density Residential property is located on the east side of Fairfield Street (17320), between Six Mile Road and Curtis Street, Lot. No. 039-01-0020-001, RUF, Rural Urban Farm District, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 7.09(1)A.

Detached Accessory Building Area

Allowed: 200 square feet
Proposed: 572 square feet
Excess: 372 square feet

Total Accessory Building Area

Allowed: 920 square feet
Proposed: 1,034 square feet
Excess: 114 square feet

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

This appeal will be heard at a public hearing to be held in the **Auditorium on the 1st floor of City Hall on Tuesday, August 13, 2024, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,


Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2024-06-22
Meeting Date: August 13, 2024

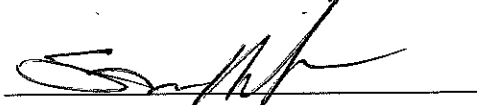
You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

DEAR ZONING BOARD OF APPEALS,
I LIVE ACROSS THE STREET, MY HOUSE
IS ACROSS THE STREET FROM 17320 MY
HOUSE WAS BUILT IN 1950'S NOT LIKE HIS 1990'S
WITH NO CLOSET SPACE'S, I ALSO HAVE "NO" BASEMENT
17320 DOES HAVE A BASEMENT! SO OVER 20 YEARS
AGO I ASKED FOR 24' BY 24' ^{DETACHED} GARAGE, ALL MY
NEIGHBORS SIGN OFF & EVEN PUT GOOD WORDS IN
& HOW MY HUSBAND & I CLEANED UP THE YARD & HOUSE
BUT WE WERE ONLY APPROVED A 20' BY 20' WITH
NO DRIVEWAY ALLOWED BACK TO IT! & NO BIG DOORS.
SO, I FEEL THAT THE SAME SHOULD APPLY
ALSO! & NO MORE THAN ONE KIND OF
TRAILER ALLOWED NOT 3 & A BOAT LIKE
NOW! I FEEL THAT I LIVE IN A TRAILOR
PARK! SO NO MORE THAN 20' X 20' NO DRIVEWAY
NO BIG DOOR & JUST LIKE WHAT I WAS APPROVED!

NOTE'S
17320
HOUSE
TOTAL
SQ 1771
LOT SIZE
0.59
WITH
BASEMENT
17311
HOUSE
13711
TOTAL
SQ 1342
LOT SIZE
0.69
NO
BASEMENT
& BIGGER
LOT

Signed comments will be read into the record. Unsigned or anonymous comments will not be considered.

Signature:



Name:

SUSAN M. WAGNER
(Please print)

Address:

17311 FAIRFIELD
LIVONIA, MI

THANK YOU!

RECEIVED

AUG 05 2024

CITY OF LIVONIA
ZONING BOARD OF APPEALS

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2024-06-22
Meeting Date: August 13, 2024

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

APPROVAL -

I FULLY SUPPORT THE PROPOSED DETACHED ACCESSORY
BUILDING. IT IS CONSISTENT WITH MANY OTHER PROPERTIES
ON OUR STREET. I HAVE ONE IN MY REAR YARD AND
MY NEIGHBOR NEXT DOOR HAS ONE I BELIEVE THE SAME OR
SIMILAR IN SIZE TO THE PROPOSED STRUCTURE. THERE ARE ALSO
ACCESSORY BUILDINGS AT OTHER HOMES ON OUR STREET LIKE OF
SIMILAR SIZE. ROMAN HAS INVESTED HEAVILY IN HIS
HOME COMPLETING OUTSTANDING WORK EVERY TIME SO I EXPECT
HIS NEW ACCESSORY BUILDING WILL ADD TO THE AESTHETIC
OF THE NEIGHBORHOOD. THE VARIANCE SHOULD BE APPROVED.

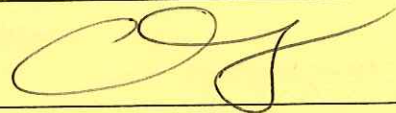
Signed comments will be read into the record. Unsigned or anonymous comments will not be considered.

RECEIVED

AUG 01 2024

**CITY OF LIVONIA
ZONING BOARD OF APPEALS**

Signature: _____



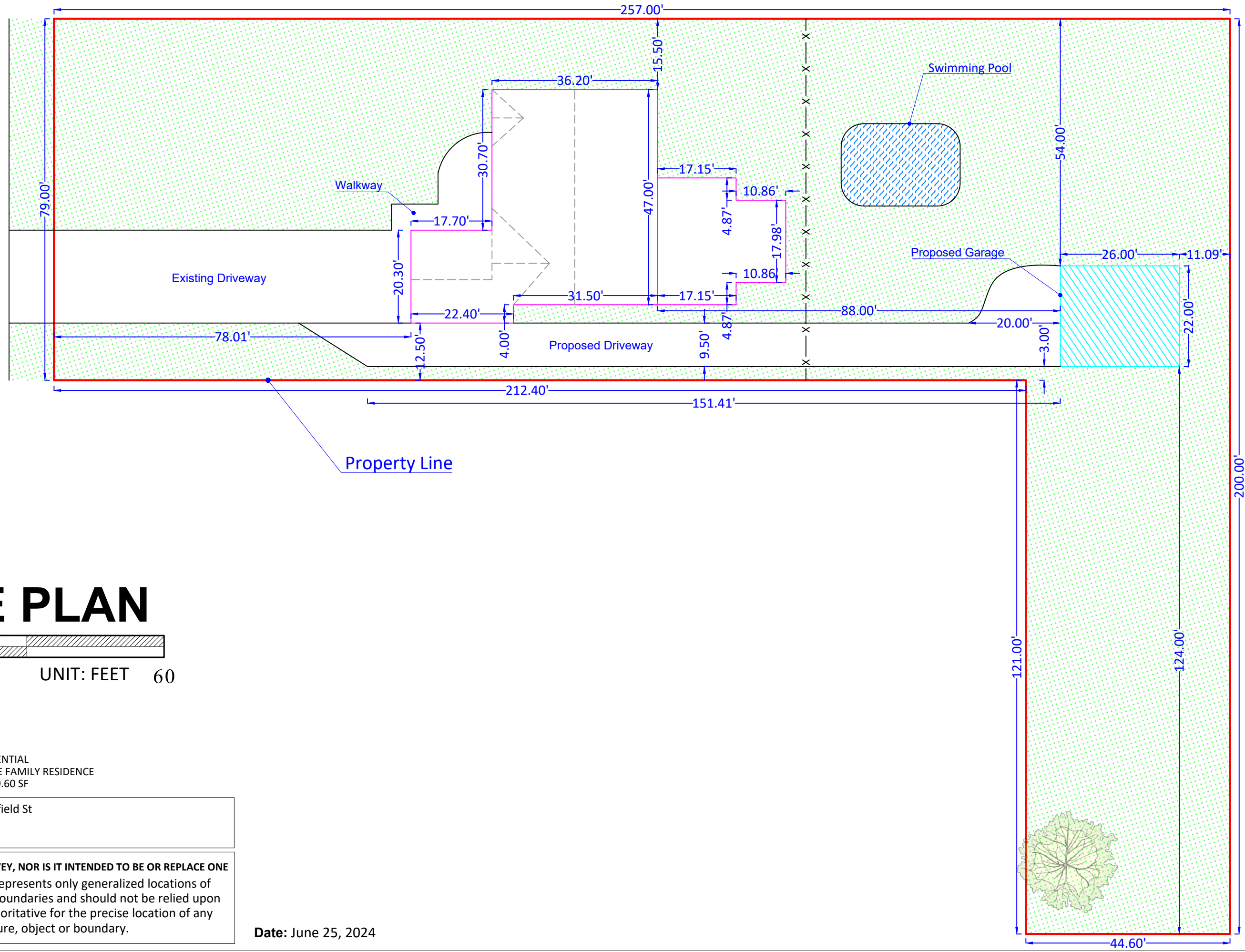
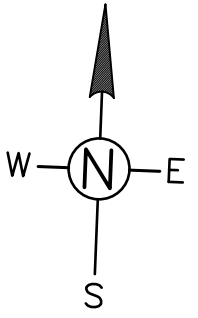
Name: _____

GARY COPI
(Please print)

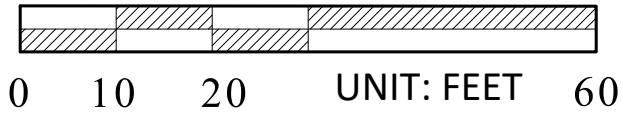
Address: _____

17331 FAIRFIELD

Fairfield St



SITE PLAN



Land Use RESIDENTIAL
 SINGLE FAMILY RESIDENCE
 Lot Area 25,699.60 SF

ADDRESS: 17320 Fairfield St
 Livonia, MI 48152
 Scale: 1"=20'

THIS IS NOT A LEGAL SURVEY, NOR IS IT INTENDED TO BE OR REPLACE ONE
 This work product represents only generalized locations of features, objects or boundaries and should not be relied upon as being legally authoritative for the precise location of any feature, object or boundary.

Date: June 25, 2024

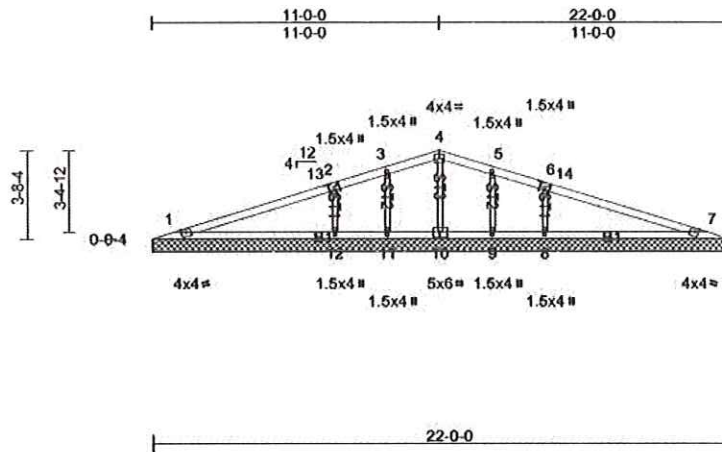
Job OTREC0599888	Truss T1DE	Truss Type COMMON	Qty 2	Ply 1	Job Reference (optional)
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Midwest Manufacturing, Eau Claire, WI

Run: 8:59 8 8:23 Aug 28 2018 Print: 6:230 S Aug 28 2018 MiTek Industries, Inc. Thu Jul 18 12:54:00

Page: 1

ID:7HX1mXJH9Q2oEMVF7iyaywqEo-JFdEq2hcolycY4trsSspw1DxIPOKKOVDOndmwwQ5



Scale = 1/8"

Plate Offsets (X, Y): [10.0-3.0-0.3-0]

Loading	(psf)	Spacing	2-0-0	CSI	DEFL	in	(loc)	Vdefl	Ld	PLATES	GRIP
TCLL (roof)	30.0	Plate Grip DOL	1.15	TC	0.52	n/a	-	n/a	999	MT20	1977/144
Snow (Ps/Pg)	27.7/40.0	Lumber DOL	1.15	BC	0.32	n/a	-	n/a	999		
TCDL	12.0	Rep Stress Incr	YES	WB	0.17	0.00	7	n/a	n/a		
BCLL	0.0*	Code	IRC2015/TPI2014	Matrix-R						Weight: 59 lb	FT = 15%
BCDL	10.0										

LUMBER

TOP CHORD 2x4 SPF No 2
BOT CHORD 2x4 SPF No 2
OTHERS 2x3 SPF Stud

BRACING

TOP CHORD
BOT CHORD

Structural wood sheathing directly applied or 6-0-0 oc purlins.
Rigid ceiling directly applied or 10-0-0 oc bracing.

MITek recommends that Stabilizers and required cross bracing be installed during truss erection, in accordance with Stabilizer Installation guide.

REACTIONS All bearings 22-0-0.

(lb) - Max Horiz 1=44 (LC 19)
Max Uplift All uplift 100 (lb) or less at joint(s) 1, 7, 8, 9, 11, 12
Max Grav All reactions 250 (lb) or less at joint(s) 9, 11 except 1=264 (LC 2), 7=264 (LC 2), 8=711 (LC 2), 10=324 (LC 2), 12=711 (LC 2)

FORCES (lb) - Max. Comp./Max. Ten. - All forces 250 (lb) or less except when shown.

WEBS 2-12=-517/161, 6-8=-517/161

JOINT STRESS INDEX

1 = 0.57, 2 = 0.51, 3 = 0.51, 4 = 0.65, 5 = 0.51, 6 = 0.51, 7 = 0.57, 8 = 0.51, 9 = 0.51, 10 = 0.31, 11 = 0.51 and 12 = 0.51

NOTES

- Unbalanced roof live loads have been considered for this design.
- Wind: ASCE 7-10; Vult=115mph (3-second gust) Vasd=91mph; TCDDL=4.2psf; BCDL=6.0psf; h=25ft; Cat. II; Exp B; Enclosed; MWFRS (envelope) exterior zone and C-C Exterior (2) zone; cantilever left and right exposed; end vertical left and right exposed; C-C for members and forces & MWFRS for reactions shown; Lumber DOL=1.60 plate grip DOL=1.60
- Truss designed for wind loads in the plane of the truss only. For studs exposed to wind (normal to the face), see Standard Industry Gable End Details as applicable, or consult qualified building designer as per ANSI/TPI 1.
- TCLL: ASCE 7-10; Pr=30.0 psf (roof live load; Lumber DOL=1.15 Plate DOL=1.15); Pg=40.0 psf (ground snow); Ps=27.7 psf (roof snow; Lumber DOL=1.15 Plate DOL=1.15); Category II; Exp B; Fully Exp; Ct=1.10
- Roof design snow load has been reduced to account for slope.
- Unbalanced snow loads have been considered for this design.
- All plates are 1.5x4 MT20 unless otherwise indicated.
- Gable requires continuous bottom chord bearing.
- Gable studs spaced at 2-0-0 oc.
- This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
- * This truss has been designed for a live load of 20.0psf on the bottom chord in all areas where a rectangle 3-06-00 tall by 2-00-00 wide will fit between the bottom chord and any other members.
- Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 100 lb uplift at joint(s) 1, 7, 11, 12, 9, 8.
- This truss is designed in accordance with the 2015 International Residential Code sections R502.11.1 and R802.10.2 and referenced standard ANSI/TPI 1.

LOAD CASE(S) Standard

For other design systems search "Design & Buy" on Menards.com

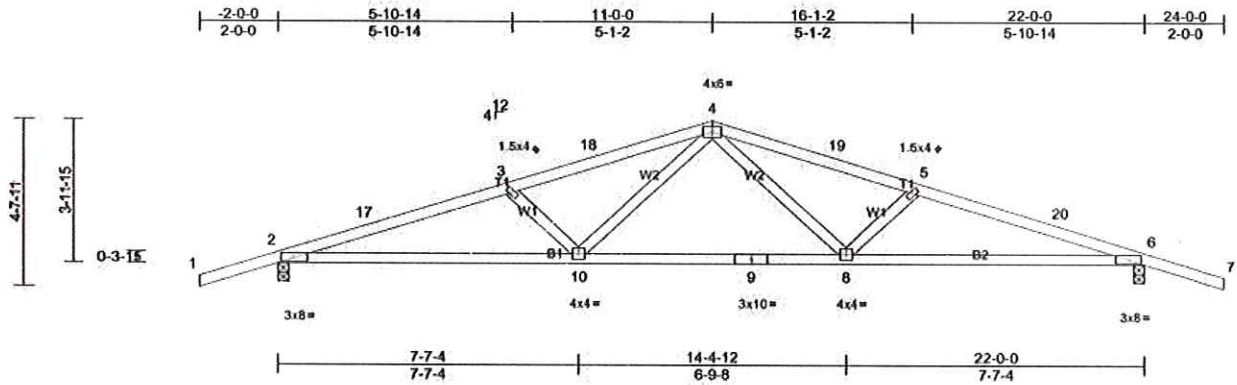
Job QTREC0807279	Truss C11022	Truss Type COMMON	Qty 1	Ply 1	Job Reference (optional)
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Midwest Manufacturing, Eau Claire, WI

Run: 8:51 S Aug 11 2022 Print: 8:51 S Aug 11 2022 MTEK Industries, Inc. Fri Sep 08 16:52:10

Page: 1

ID: s DYIVQ73xqvLJT6YKTazpYHbLRbsSOMZHY7XOfn1DcE4oblkzBrUcFNBfB vldp



Scale = 1:47.1

Loading	(psf)	Spacing	2-0-0	CSI		DEFL	in	(loc)	l/defl	L/d	PLATES	GRIP
TCLL (roof)	42.0	Plate Grip DOL	1.15	TC	0.81	Vert(LL)	-0.21	8-10	>999	240	MT20	197/144
Snow (Ps/Pg)	41.6/60.0	Lumber DOL	1.15	BC	1.00	Vert(CT)	-0.32	8-10	>823	180		
TCDL	10.0	Rep Stress Incr	YES	WB	0.48	Horz(CT)	0.09	6	n/a	n/a		
BCLL	0.0*	Code	IRC2018/TPI2014	Matrix-MS								
BCDL	10.0										Weight: 73 lb	FT = 15%

LUMBER

TOP CHORD 2x4 SPF No.2
 BOT CHORD 2x4 SPF No.2
 WEBS 2x4 SPF Stud

BRACING

TOP CHORD
 BOT CHORD

Structural wood sheathing directly applied or 2-2-0 oc purlins.
 Rigid ceiling directly applied or 2-2-0 oc bracing.

Mitek recommends that Stabilizers and required cross bracing be installed during truss erection, in accordance with Stabilizer Installation guide.

REACTIONS (lb/size) 2=1561/0-3-8, (min. 0-2-10), 6=1561/0-3-8, (min. 0-2-10)
 Max Horiz 2=-54 (LC 15)
 Max Uplift 2=-125 (LC 10), 6=-125 (LC 11)
 Max Grav 2=1692 (LC 21), 6=1692 (LC 22)

FORCES (lb) - Max. Comp./Max. Ten. - All forces 250 (lb) or less except when shown.
 TOP CHORD 2-17=-3513/231, 3-17=-3434/243, 3-18=-2927/201, 4-18=-2787/209, 4-19=-2787/209, 5-19=-2927/201, 5-20=-3434/243, 6-20=-3513/231
 BOT CHORD 2-10=-157/3258, 9-10=-82/1997, 8-9=-82/1997, 6-8=-157/3258
 WEBS 3-10=-903/131, 4-10=-17/1114, 4-8=-17/1114, 5-8=-903/131

JOINT STRESS INDEX
 2 = 0.79, 3 = 0.56, 4 = 0.85, 5 = 0.56, 6 = 0.79, 8 = 0.74, 9 = 0.76 and 10 = 0.74

NOTES

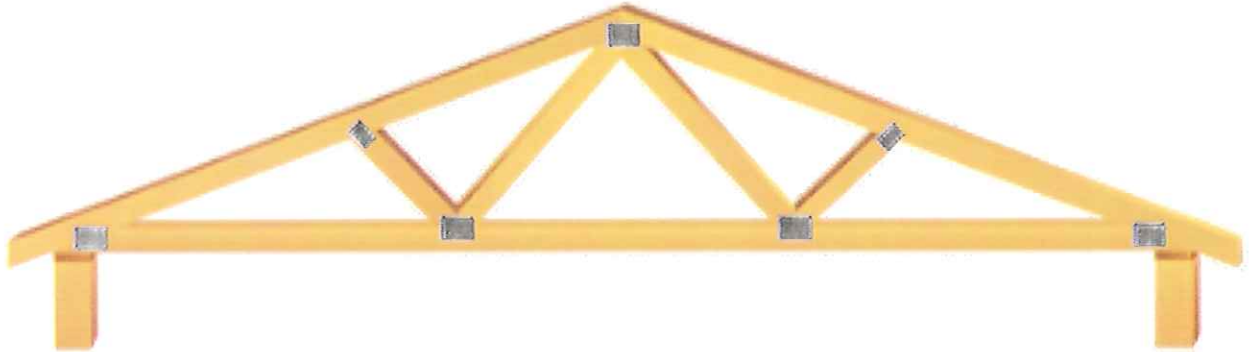
- 1) Unbalanced roof live loads have been considered for this design.
- 2) Wind: ASCE 7-16; Vult=115mph (3-second gust) Vasd=91mph; TCCL=4.2psf; BCCL=6.0psf; h=25ft; Cat. II; Exp B; Enclosed; MWFRS (envelope) exterior zone and C-C Exterior(2E) -2-0-0 to 0-9-12, Interior (1) 0-9-12 to 8-0-0, Exterior(2R) 8-0-0 to 14-0-0, Interior (1) 14-0-0 to 21-0-0, Exterior(2E) 21-0-0 to 24-0-0 zone; cant/lever left and right exposed; end vertical left and right exposed, C-C for members and forces & MWFRS for reactions shown; Lumber DOL=1.60 plate grip DOL=1.60
- 3) TCLL: ASCE 7-16; Pr=42.0 psf (roof LL: Lum DOL=1.15 Plate DOL=1.15); Pg=60.0 psf; Ps=41.6 psf (Lum DOL=1.15 Plate DOL=1.15); Is=1.0; Rough Cat B; Fully Exp.; Ce=0.9; Cs=1.00; Ct=1.10
- 4) Roof design snow load has been reduced to account for slope.
- 5) Unbalanced snow loads have been considered for this design.
- 6) This truss has been designed for greater of min roof live load of 12.0 psf or 1.00 times flat roof load of 41.6 psf on overhangs non-concurrent with other live loads.
- 7) This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
- 8) * This truss has been designed for a live load of 20.0psf on the bottom chord in all areas where a rectangle 3-06-00 tall by 2-00-00 wide will fit between the bottom chord and any other members.
- 9) Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 125 lb uplift at joint 2 and 125 lb uplift at joint 6.
- 10) This truss is designed in accordance with the 2018 International Residential Code sections R502.11.1 and R802.10.2 and referenced standard ANS/TPI 1.

LOAD CASE(B) Standard

For other design systems search "Design & Buy" on Menards.com

Helpful Hints for Garage Construction

- Studs are estimated 16 inches on center with single treated bottom plate and double top plate.
- For 10- and 12-foot-tall buildings studs should be cut for an approximate 10- or 12-foot plate height.
- If steel is estimated (Pro-Rib or Pro-Snap), the steel lengths should be verified based off the actual framing. Plate height (stud length), truss heel and other framing should be confirmed. Steel is estimated to the inch, make sure the lengths are accurate based on final overall building design.
- Trusses included are estimated at 2 feet on center spacing. The design is based on the zip code provided, design and loading should be verified.
- Trusses should not be cut or modified with the exception of trimming the truss tails to the correct overhang.
- The bottom chord is designed to support standard ceiling and insulation materials.
- Dropped end trusses are estimated with 18 inch and 24 inch gable overhangs.



Menards Building Checklist Planning

- Get a permit. Check restrictions, building codes or local zoning to make sure your design complies with all requirements.
- Contact local utilities to ensure construction will not disturb any electrical, cable or plumbing.
- If necessary, hire a professional to help with planning and construction.
- Consider site conditions including soil type, grade, and runoff before finalizing your design.
- Material estimates provided can be changed to meet your needs.
- Menards offers professional delivery of materials. Delivery is extra based on the distance from your local Menards store to your building site.
- Practice good safety habits, use PPE including eye protection & dust masks during construction.
- Make sure to follow good building practice and all manufacturer's instructions. Use all the hardware and fasteners recommended.

For other design systems search "Design & Buy" on [Menards.com](https://www.menards.com)

Overhead Door Trim Type:
Vinyl Trim Color:
Windows:

Vinyl
White
60"W x 48"H JELD-WEN® Vinyl Slider

Additional Options

Ceiling Insulation:
Wall Insulation:
Ceiling Finish:
Wall Finish:
Mounting Blocks:
Hydronic Radiant Heat:
Anchor bolt:

None
None
None
None
No
None

Framing Fasteners:

Grip Fast® 1/2 x 10 HDG Anchor Bolt w/ Nut & Washer
Grip Fast® 3-1/4 16D Vinyl-Coated Smooth Shank Sinker Nail - 5
lb. Box

Sheathing Fasteners:

Grip Fast® 2-1/2 8D Vinyl-Coated Smooth Shank Sinker Nail - 5
lb. Box

Truss Fastener:

FastenMaster® TimberLOK® 5/16 x 6 Hex Drive Black Hex Head
Timber Screw - 50 Count

Overhead Opening Hardware:

No

For other design systems search "Design & Buy" on Menards.com

Materials

Building Type

Building Location Zip Code: 48152
Building Type: Gable

Building Info

Building Width: 22'
Building Length: 26'
Building Height: 10'
Wall Framing Stud: 2 x 4
Roof Framing: Truss Construction
Truss Type: Common (24" on center spacing)
Roof Pitch: 4/12 Pitch
Eave Overhang: 24"
Gable Overhang: 24"
Curb: Poured Curb
Curb Height: 4"
Foundation Type: Poured
Custom Garage Plan: No I do not need a custom building plan

Wall Info

Siding Material Types: Vinyl
Vinyl Siding: ABTCO® Waterford® Double 4-1/2 Dutchlap, Color: Tan
Vinyl Corner Trim Color: Tan
Accent Material Type: None
Wainscot Material Type: None
Wall Sheathing: 7/16 x 4 x 8 OSB(Oriented Strand Board)
House Wrap: Kimberly-Clark BLOCK-IT®9'x75'House Wrap
Gable Vents: None

Roof Info

Roof Sheathing: 1/2 x 4 x 8 OSB(Oriented Strand Board)
Roofing Material Type: Through Fastener Steel Panel
Through Fastener Steel Roofing: Cut to Length Pro-Rib® Steel Panel, Color: Bronze
SnowBar Trim: None
Roof Underlayment: #30 Felt Roofing Underlayment 3' x 72' (216 sq. ft.)
Ice and Water Barrier: Hydraguard Dual Pro High Temperature Ice & Water Barrier 39-3/8" x 61' (200 sq. ft.)
Fascia Material Type: Steel Fascia
Fascia: 12' Steel L-6 Fascia, Color: Light Stone
Soffit Material Type: Vinyl Soffit
Soffit: ABTCO® 12" x 12' Vented Vinyl Soffit, Color: Khaki
Gutter Material Type: Aluminum
Gutter: Spectra Metals 5" x 10' K-Style Aluminum Gutter, Color: Brown

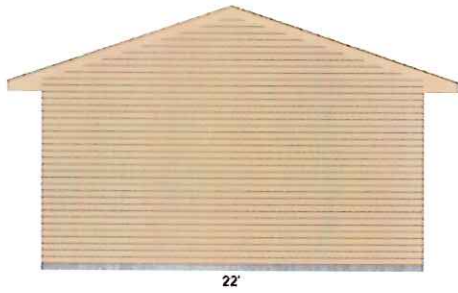
Openings

Service Door: Commander® 36W x 80H Primed Steel 6-Panel
Overhead Door: 16X8 White Raised Panel Plain EZ Set Torsion Spring
Additional Information: MDP38 EZ Set Torsion Spring

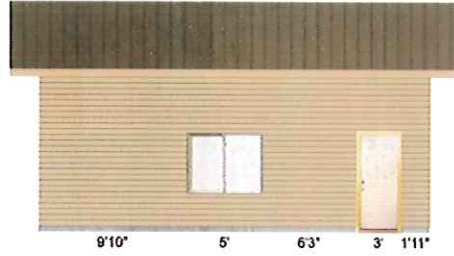
For other design systems search "Design & Buy" on Menards.com

Wall Configurations

*Some items like wainscot, gutter, gable accents, are not displayed if selected.

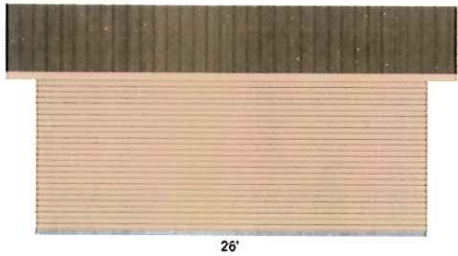


ENDWALL B

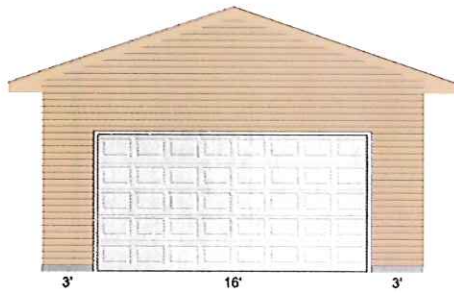


SIDEWALL D

Commander® 36W x 80H Primed Steel 6-Panel
60"W x 48"H JELD-WEN® Vinyl Slider



SIDEWALL C

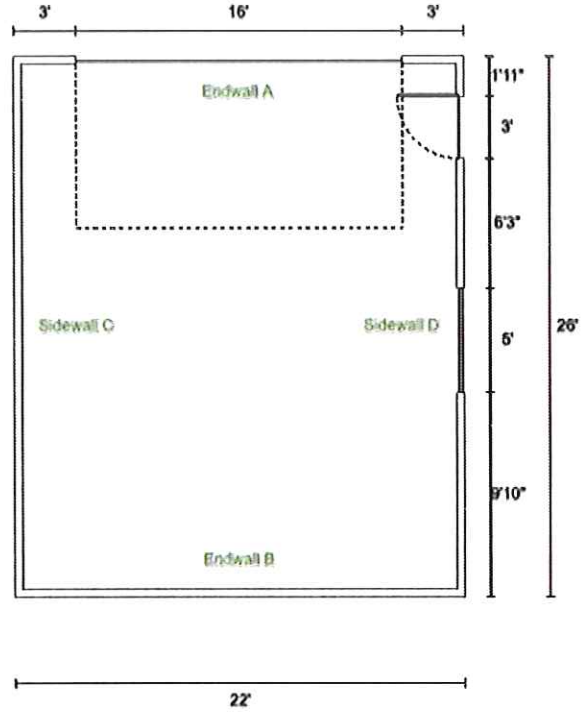


ENDWALL A

16X8 White Raised Panel Plain EZ Set Torsion Spring

For other design systems search "Design & Buy" on Menards.com

Garage Image



Handwritten notes:
8/21/15
10/1/15

For other design systems search "Design & Buy" on Menards.com

How to recall and purchase your design at home:



OR

1. On Menards.com, enter "Design & Buy" in the search bar
2. Select the Garage Designer
3. Recall your design by entering Design ID: 330852783038
4. Follow the on-screen purchasing instructions

How to purchase your design at the store:

1. Enter Design ID: 330852783038 at the Design-It Center Kiosk in the Building Materials Department
2. Follow the on-screen purchasing instructions



Floor type (concrete, dirt, gravel) is NOT included in estimated price. The floor type is used in the calculation of materials needed. Labor, foundation, steel beams, paint, electrical, heating, plumbing, and delivery are also NOT included in estimated price. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions.

MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully.

MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS. THE PLANS AND/OR DESIGNS PROVIDED ARE NOT ENGINEERED. LOCAL CODE OR ZONING REGULATIONS MAY REQUIRE SUCH STRUCTURES TO BE PROFESSIONALLY ENGINEERED AND CERTIFIED PRIOR TO CONSTRUCTION.



For other design systems search "Design & Buy" on Menards.com

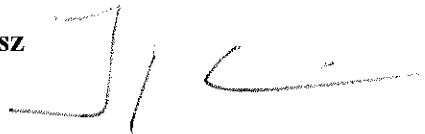
Meeting Date: August 13, 2024

1. **APPEAL CASE NO. 2024-06-22, Roman Martincic, 17320 Fairfield Street:** seeking to construct a detached garage while maintaining the existing attached garage, resulting in excessive accessory building area and total area of all accessory buildings.

Motion To:		Comments:
Support		
Deny		
Table		
Other		

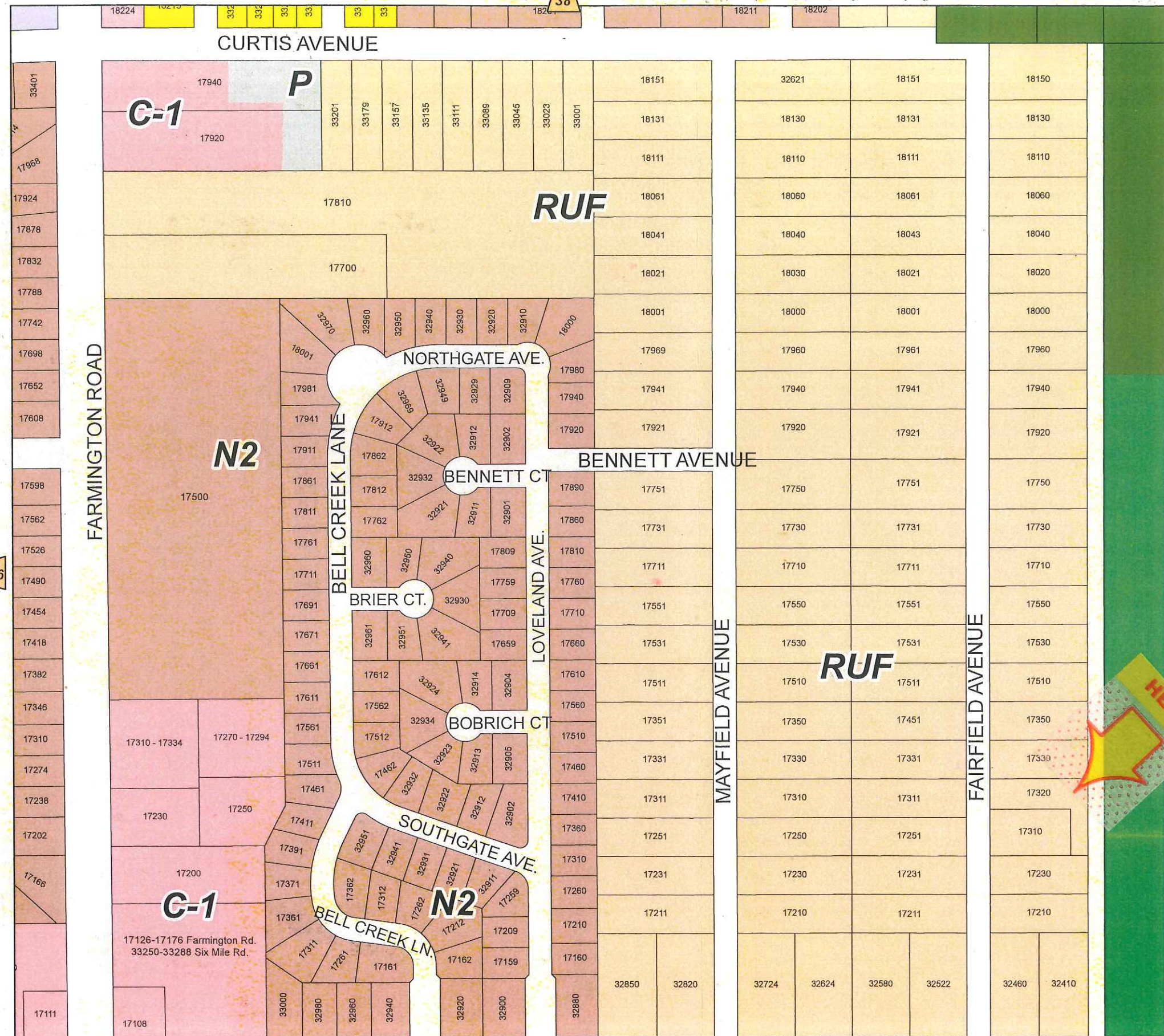
Motion	Support	ZBA Board Member	Yes	No	Tabled	Absent
		Greg Coppola - Chairman				
		Jim Baringhaus - Vice Chairman				
		Timothy Klisz - Secretary				
		Christopher Boloven				X
		Michael Testa				
		Marc Rotondo				X
		Lynda Scheel				
CONDITIONS						
1.	wants to be rescheduled					
2.						
3.	<hr/>					
4.						

ZBA Secretary: Timothy Klisz



ROMAN MARTINCIC
17320 FAIRFIELD

REF: DETACHED GARAGE
LOW DENSITY RESIDENTIAL



ZONING MAP

LEGEND

Zoning Districts

- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business
- C-3 Highway Services
- C-4 High Rise Commercial
- M-L Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

S.W. 1/4 Section 10
City of Livonia
T. 1 south, R. 9 east
Wayne County, Michigan
Copyright 2001, City of Livonia



ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

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JAMES. M. BARINGHAUS, VICE CHAIRMAN
TIMOTHY J. KLISZ, SECRETARY
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BRIAN MEAGHER
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MIKE TESTA



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

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***PUBLIC NOTICE
MAY 16, 2025***

APPEAL CASE NO. 2025-04-13, 19100 Farmington: an appeal was made to the Zoning Board of Appeals by John Pastor on behalf of Lickity Split/Scooter's, seeking to erect a ground sign resulting in a deficient setback from the right-of-way.

Setback


Required: 10 feet
Proposed: 3.5 feet
Deficient: 6.5 feet

This Mixed Development Center property is located on the east side of Farmington (19100), between Clarita Avenue and Seven Mile Road, Lot. No. 038-99-0027-002, C-2, General Business, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 11.08 (3) – Sign Regulations in C-2, C-3, and C-4 Districts.

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

This appeal will be heard at a public hearing to be held in the **Auditorium on the 1st floor of City Hall on Tuesday, June 3, 2025, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,


Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear. In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call 734-466-2250 if you need assistance.



CITY OF LIVONIA
INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT
BECAUSE OF NON-CONFORMITY TO ZONING ORDINANCE LIVONIA VISION 21

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

Applicant <u>John Pastor</u>	Address <u>34018 Beacon, Livonia, MI 48152</u>
Owner <u>(same as applicant)</u>	Address <u>(same as applicant)</u>
Lessee <u>n/a</u>	Address <u>n/a</u>
Location <u>East</u>	Side of <u>19100 Farmington</u> Street
Between <u>Clarita</u>	And <u>Seven Mile</u>
Lot No./Parcel No. <u>038-99-0027-002</u>	Subdivision <u>n/a</u>
Zoning District <u>C-2</u>	Lot Size <u>107.37'x148.5' (15,944 sf)</u> Alley <u>n/a</u>
Present Use <u>Commercial carryout restaurant</u>	Proposed Use <u>(same)</u>
Present Building Size <u>n/a</u>	Proposed Building Size <u>n/a</u>
Present Height of Building <u>n/a</u>	Proposed Height <u>n/a</u>
Allowable Lot Coverage <u>n/a</u>	Proposed Lot Coverage <u>n/a</u>

Proposal : Seeking to erect a ground sign resulting in a deficient setback from the right-of-way. Setback required: 10 feet; Proposed: 3.5 feet; Deficient: 6.5 feet.

Reason for Rejection Livonia Zoning Ordinance, section 11.08 (3) - Sign Regulations in C-2, C3, and C-4 Districts

Deficient Side yard _____	Deficient Front Yard <u>6.5 feet</u>	Deficient Rear Yard _____
Deficient Lot Area _____	Deficient Lot Area Per Room _____	Encroachment _____
Excessive Lot Coverage _____	Excessive Height _____	Increasing No. Units _____
Use Prohibited _____	Deficient Parking Spaces _____	Increasing Area and Bulk _____

Remarks :The proposed sign is otherwise compliant to the ordinance with respect to size and area.

Plans and Application examined by  Date April 17, 2025



APPLICATION FOR VARIANCE

John R. Paclor, 34018 Beacon, Livonia, MI 48150 734-522-3800
(Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Contractor) (Street Address) (City) (Zip Code) (Telephone) (Fax)

The property address is 19100 Farmington Rd, Livonia, MI 48150

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? No

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property: SEE ATTACHED

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City: UNABLE TO MEET THE 10' SETBACK ON FARMINGTON RD AND 7 MILE ROAD AND FOR PARKING PURPOSES.

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return: IS NOT SUFFICIENT SPACE FOR SIGN.

5. Explain why you think this variance would be fair to the neighbors and others who might be affected. DOES NOT AFFECT NEIGHBORING PROPERTIES OR TRAFFIC.

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process: No.

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made? Each site has different conditions

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: Yes
-
9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? N/A
-

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. **Note** that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

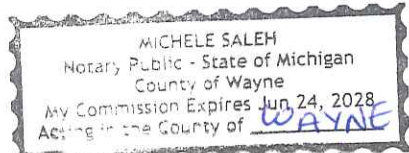
Signature of property owner: [Handwritten Signature]

Please print name of property owner: John R. Pastor

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 21ST day of FEB, 2025

[Handwritten Signature]
(Notary Public, Wayne County, Michigan)
My Commission expires 10/24/2028



Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated 4/15/2025, which reads as follows:

DEFICIENT SIGN SET BACK

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

[Handwritten Signature]
(Supervisor)

Application for permit filed No Violation Issued No

MONUMENT/POLE SIGN

SIGN 5

Scale: 3/8" = 1'-0"

SCOOTER'S COFFEE DRIVE-THRU

D/S MONUMENT SIGN DISPLAY (LOGO CABINET)

FABRICATED FROM .050 SHEET ALUMINUM, PAINTED: WHITE, OVER AN INTERNAL ANGLE FRAME WITH PREFINISHED ALUMINUM SKIN. ALUMINUM RETAINERS PAINTED: DUAL COLOR (WHITE FACE/BLACK RETURNS). FACES ARE WHITE LEXAN w/3M VINYL GRAPHICS APPLIED 1ST SURFACE (AS NOTED). INTERNAL ILLUMINATION WITH (1 ROW) WHITE HANLEY PHOENIX LED LIGHTS.

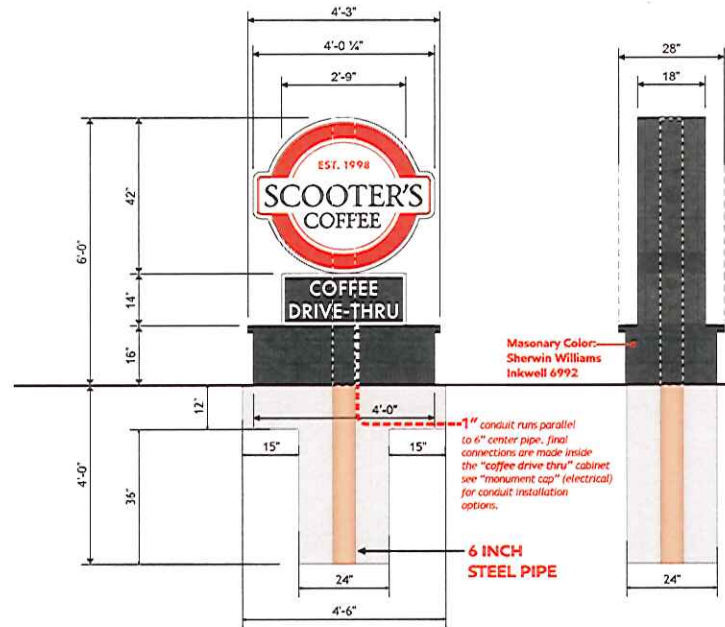
CABINET TO BE MOUNTED TO POLE STRUCTURE (AS NOTED).

D/S MONUMENT SIGN DISPLAY (COFFEE DRIVE-THRU CABINET)

FABRICATED FROM EC-FRAME (EXTRUDED ALUMINUM) AND WILL HAVE ALUMINUM SKIN (PAINTED: BLACK). RETAINERS PAINTED DUAL COLOR (WHITE FACE/BLACK RETURNS). FACES ARE 3/16" WHITE PLEXIGLASS #2793 w/3M VINYL GRAPHICS APPLIED TO THE 1ST SURFACE (AS NOTED). INTERNAL ILLUMINATION WHITE HANLEY PHOENIX LED LIGHTS

CABINET TO BE MOUNTED TO POLE STRUCTURE (AS NOTED).

COFFEE DRIVE-THRU

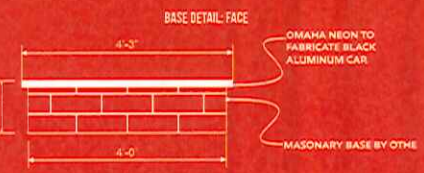
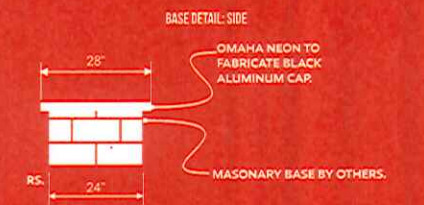


Masonry Color: Sherwin Williams Inlowell 6992

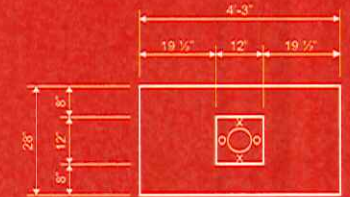
6 INCH STEEL PIPE

1" conduit runs parallel to 6" center pipe. final connections are made inside the "coffee drive thru" cabinet see "monument cap" (electrical) for conduit installation options.

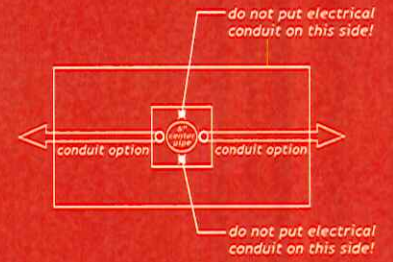
BASE DETAIL



TOP VIEW - MONUMENT CAP (MECHANICAL)



TOP VIEW - MONUMENT CAP (ELECTRICAL)



16.9 sq ft



power - logo cabinet
output: 24v
input: LAMP
volt: 115-277 vac

3.2 sq ft



power - "coffee drive-thru" cabinet
output: 24v
input: .8 amps
volt: 115-277 vac

20.1 total sq ft

3M Series 230 TRANSLUCENT FILM

- LT. TOMATO RED
- BLACK



Omaha Neon Sign Company
1120 N 18th Street - Omaha 68102
402.341.6077 - 402.341.7054 fax
This design and all material appearing herein constitute the original unpublished work of Omaha Neon Sign Co., Inc. and may not be duplicated, used or disclosed without written consent.

DRAWING #: 131614-6
PROJECT ID: 30506

SALES PERSON: pedro vargas
DATE: 08.28.23
DRAWN BY: wes stephens
Revised: DATE: 03.04.25

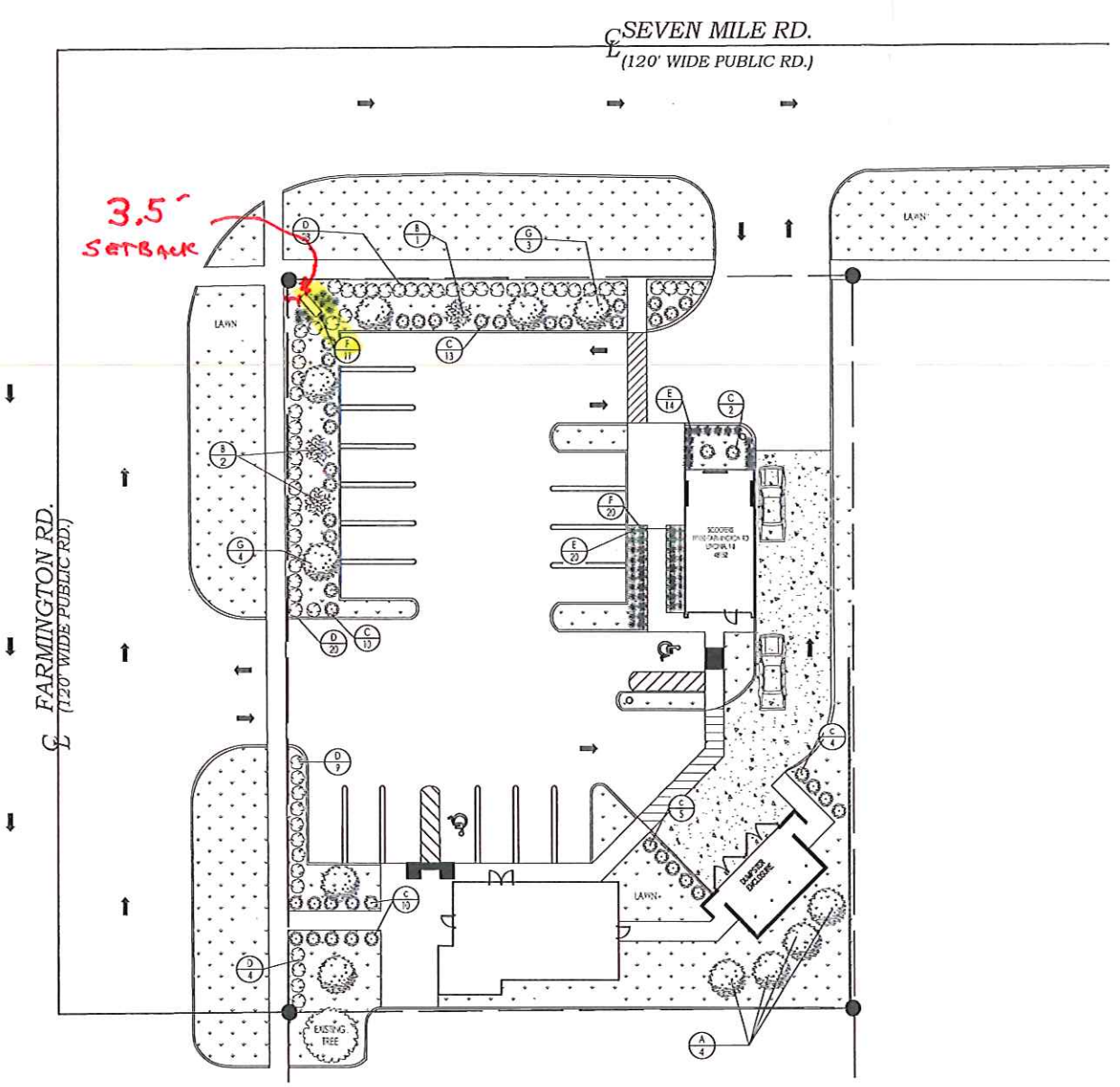
INSPECTED BY: SCOOTER'S COFFEE DRIVE-THRU
Store #1285 - 19100 Farmington Rd. Livonia, MI

NOTICE: ALL GRAPHIC ELEMENTS ARE SUBJECT TO APPROVAL BY THE UNPUBLISHED AND DATED FROM THE MANUFACTURE OF PRODUCT. OMAHA NEON SIGN COMPANY INC. MAKES ALL REPRESENTATIONS TO CLIENTS.

Signer: _____ Date: _____
Sales Rep: _____ Date: _____

This sign is intended to be installed in accordance with the requirements of Article 620 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

UL LISTED



1 PROPOSED LANDSCAPE PLAN
 LS-1 SCALE: 1/2" = 1'-0"

LANDSCAPE
 LANDSCAPE AREA PROVIDED:
 7080/28,108 = 25%

KEY	NEW QTY	BOTANICAL NAME	COMMON NAME	PLANTING			MATURE SIZE		
				HEIGHT	HEIGHT	SPREAD	HEIGHT	HEIGHT	SPREAD
A	4	ASIZES BALASAMEA	BALSAM FIR	8' (MIN.)	60'-0"	15'-20"			
B	3	MAGNOLIA GRANDIFLORA	MAGNOLIA	24' (MIN.)	30'-50'	20'-30'			
C	44	HYDRANGEA ARBORESCENS	SMOOTH HYDRANGEA	3' (MIN.)	3'-6"	3'-6"			
D	61	STRONGA VULGARIS	LILAC	3' (MIN.)	4'-5"	3'-7"			
E	34	RUDBECKIA HIRTAE	BLACK-EYED SUSAN	10' (MIN.)	1'-3"	12'-18"			
F	20	SPRAEA JAPONICA 'GOLD FLAME'	GOLD FLAME SPIREA	10' (MIN.)	16'-24"	24'-30"			
G	7	LILIA	LILY	5' (MIN.)	50'-60'	4'			

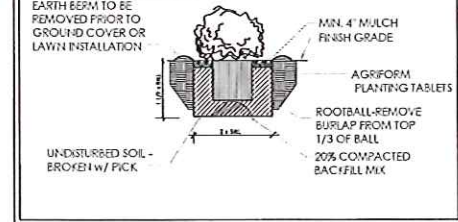
LANDSCAPE NOTES:

- PLANTING:**
- INSTALLATION OF ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN ASSOCIATION OF NURSERMEN LANDSCAPE STANDARDS AND WITH THE SPECIFICATIONS SET FORTH BY THE CITY OF LYONIA.
 - IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN THE LANDSCAPING INSTALLED SO THAT IT IS HEALTHY, NEAT AND ORDERLY IN APPEARANCE AND IS FREE FROM REFUSE AND DEBRIS.
 - ALL PLANTINGS SHALL BE COMPLETED WITHIN THREE (3) MONTHS, AND NO LATER THAN NOVEMBER 30, FROM THE DATE OF ISSUANCE OF A CERTIFICATE OF OCCUPANCY IF SUCH CERTIFICATE IS ISSUED DURING THE APRIL 1 - SEPTEMBER 30 PERIOD; IF THE CERTIFICATE IS ISSUED DURING THE OCTOBER 1 - MARCH 31 PERIOD, PLANTING SHALL BE COMPLETED NO LATER THAN THE END OF MAY 31; PLANTINGS SHALL THEREAFTER BE REASONABLY MAINTAINED INCLUDING PERMANENCE AND HEALTH OF PLANT MATERIALS TO PROVIDE A SCREEN TO ADJUTING PROPERTIES AND INCLUDING THE ABSENCE OF WEEDS AND REFUSE.
 - ALL PLANTING BEDS TO BE FILLED WITH FOUR INCHES (4") OF FIVER ROCK. PLANTING BEDS TO HAVE ONE EIGHTH (1/8") BLACK ANODIZED PERMA-LOG ALUMINUM EDGING, OR APPROVED EQUIVALENT, ON BORDERS.
 - DIG SHRUB FITS ONE FOOT (1') LARGER THAN THE SHRUB ROOTBALL, TREE FITS TWO FOOT (2') THAN TREE ROOTBALLS AND BACKFILL WITH ONE (1) PART TOP SOIL AND ONE (1) PART SOIL FROM EXCAVATED PIT. REMOVE TWINE AND WIRE FROM ROOTBALL AND PLANT TOPS.
 - ORGANIC FRAGILE TOPSOIL SHALL BE EVENLY DISTRIBUTED AND FINE GRADED OVER ALL AREAS TO RECEIVE LAWNS AT UNIFORM DEPTH OF FOUR INCHES AFTER SETTLEMENT.
 - ALL NEW LAWN AREAS SHALL BE SODDED WITH A GRADE A SOD PLANTED OVER THE TOPSOIL.
 - TREES IN LAWN AREAS TO HAVE A THREE FOOT (3') CIRCLE OF MULCH SIX INCHES (6") DEEP, (HARDWOOD - NATURAL DARK BROWN). TOPSOIL SHALL BE FERTILE, FRAGILE, AND REPRESENTATIVE OF PRODUCTIVE SOIL, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH AND SHALL BE DARK ORGANIC NATURAL SURFACE SOIL, EXCLUSIVE OF PEAT, MUCK, AND/OR DARK BROWN OR BLACK LOAM, CLAY LOAM, SILT LOAM, OR SANDY LOAM.
 - REQUIRED LANDSCAPE MATERIAL SHALL SATISFY AMERICAN ASSOCIATION OF NURSERMEN STANDARDS AND BE:

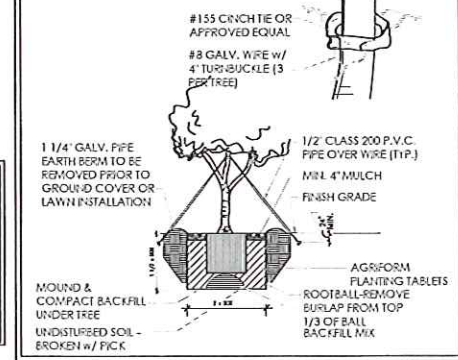
- MATERIALS:**
- * PLANT MATERIAL SIZES (MINIMUM)
- EVERGREEN TREES: 6" MIN. HEIGHT
 - DECIDUOUS TREES: 2 1/2" CALIPER
 - SMALL DECIDUOUS TREES: 1-3/4" CALIPER
 - LARGE EVERGREEN SHRUBS: 2 - 3' HEIGHT
 - DECIDUOUS SHRUBS: 2 - 3' SPREAD
 - EVERGREEN SHRUBS: 18" - 24" SPREAD
 - GROUNDCOVER: 18" - 24" SPREAD

- GENERAL:**
- ALL LANDSCAPED AREAS SHALL BE EXCAVATED OF ALL BUILDING MATERIAL AND DEBRIS TO A MINIMUM DEPTH OF EIGHTEEN INCHES (18") AND BACKFILLED WITH A MEDIUM TEXTURED PLANTING SOIL. ALL LANDSCAPED AREAS ARE TO HAVE MINIMUM SIX INCHES (6") OF TOPSOIL AND ARE TO BE CROWNED A MINIMUM SIX INCHES (6") HIGHER THAN ADJACENT CURBS AND SIDEWALKS.
 - ALL WRITTEN DIMENSIONS OVERIDE SCALE DIMENSIONS ON PLAN.
 - REPORT ALL CHANGES, SUBSTITUTIONS, OR DELETIONS TO THE ARCHITECT.
 - ALL BIDDERS MUST INSPECT THE SITE AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.
 - ALL SPECIFICATIONS SUBJECT TO CHANGE DUE TO EXISTING SITE CONDITIONS.
 - THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO APPROVE ALL PLANT MATERIAL.
 - DO NOT PLANT DECIDUOUS OR EVERGREEN TREES DIRECTLY OVER UTILITY LINES. MAINTAIN A FIVE FOOT (5') DISTANCE FROM CENTER OF UTILITIES FOR PLANTING HOLES. CALL MISS DIGS FORTY EIGHT (48) HOURS PRIOR TO LANDSCAPE CONSTRUCTION FOR FIELD LOCATION OF UTILITY LINES.
 - MEASUREMENT AND QUANTITIES ARE ESTIMATES ONLY AND CONTRACTOR IS RESPONSIBLE FOR HIS/HER OWN QUANTITIES. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR 100% OF SOD REQUIRED INCLUDING AREAS IN ROW.
 - THE INSTALLATION OF SPRINKLERS ARE REQUIRED TO ENSURE THE MAINTENANCE OF ALL LANDSCAPING LOCATED IN PERMANENTLY IMPROVED FRONT YARDS.
 - G.C. TO PROVIDE IRRIGATION. IRRIGATION TO BE DESIGNED BY OTHER. RAIN SENSOR & TIMER AS PART OF SPRINKLER SYSTEM DESIGN.

SHRUB PLANTING



BOX TREE & GUYING DETAIL



No.	Date	By	Notes
1	04/07/2021	JA	FOR SITE PLAN APPROVAL
2	07/06/2021	JA	REVISED FOR SITE PLAN APPROVAL
3	12/22/2024	CK	REVISED FOR PERMITTING
4	1/22/24	TM	REVISION 2
5	2/24/24	NS	LANDSCAPE REVISION

Drawn By: JA
 Checked: JS
 Scale: AS NOTED
 Date: 04-23-2023



TECHNICAL GROUP, INC.
 10000 FARMINGTON RD. SUITE 100
 FARMINGTON HILLS, MI 48331
 P: (248) 424-9000
 F: (248) 424-7004
 Email: technicalgroup@tcginc.com



PROJECT: SCOOTER'S FARMINGTON RD. LYONIA, MI 48312

SHEET TITLE: LANDSCAPE PLAN

DO NOT SCALE THIS PRINT. USE FIGURED DIMENSIONS ONLY

JOB # TG-23744

SHEET LS-1

#2

EXHIBIT "A"

N.W. CORNER SEC. 10
T. 1 S., R. 9 E.
L. 27004, P. 581

NORTH LINE OF SECTION 10 N 89°34'25" E
2652.32'

SEVEN MILE ROAD
120 FT. R.O.W.

N. 1/4 COR. SEC. 10
T. 1 S., R. 9 E.
L. 43380, P. 127

SOUTH 60.01'

60.00'

WEST LINE OF SECTION 10

FARMINGTON ROAD
120 FT. R.O.W.

N 89°34'25" E

CONC. WALK NORTH 140.00'

ASPH.

ASPH.

CONC. WALK

N 89°34'25" E

148.50'

038-99-027-002

EX. BLDG.

140.00'
165 038-02-0165-000
L 54, P. 80

166 038-02-0166-000

P.O.B. EASEMENT

PUBLIC UTILITY EASEMENT
(SEE DETAIL)

20 FT. PUBLIC ALLEY
10" SAN.

S 89°34'25" W

148.50'

038-99-027-003

50.00'

EX. BLDG.

ASPHALT

40.2'

61.0'

SOUTH 169
GARDEN GROVE SUB.

170
038-02-0169-000

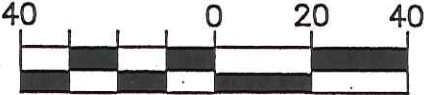
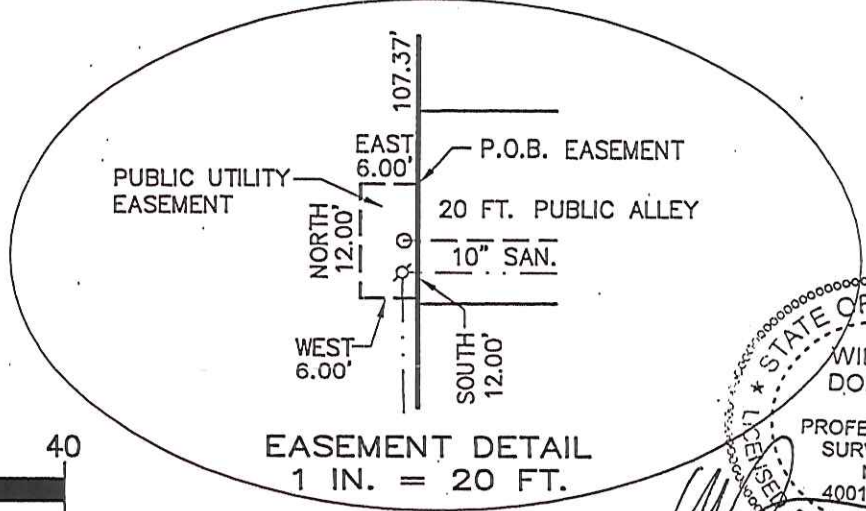
FENCE 1.5' OVER PL

4.8'

S 89°34'25" W
038-99-0028-001

NORTH

W. 1/4 COR. SEC. 10
T. 1 S., R. 9 E.
L. 43380, P. 123



SCALE: 1 IN. = 40 FT.

STATE OF MICHIGAN
WILLIAM DONNAN
PROFESSIONAL SURVEYOR
No. 4001063483
WILLIAM G. DONNAN, PS 63483

ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT, SUITE 103 (734) 953-3335
LIVONIA, MICHIGAN 48150 FAX (734) 953-3324

PREPARED FOR
PASTOR 4G'S LLC
34018 BEACON
LIVONIA, MI 48150

DATE: 02/20/25
FB: 258 DRAWN: WRD
PROJ. NO: 24035
SHEET 1 OF 2

#2
EXHIBIT "A"

PROPERTY DESCRIPTION

PART OF THE NW 1/4 OF SECTION 10, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN. DESCRIBED AS COMMENCING AT THE NW CORNER OF SECTION 10; THENCE SOUTH 60.01 FEET ALONG THE WEST LINE OF SECTION 10 AND THE CENTERLINE OF FARMINGTON ROAD; THENCE N 89°34'25" E PARALLEL TO THE NORTH LINE OF SECTION 10, 60.00 FEET TO THE POINT OF BEGINNING; THENCE N 89°34'25" E ALONG THE SOUTHERLY RIGHT-OF-WAY OF 7 MILE ROAD (60.00 FT = 1/2 ROW), 148.50 FEET TO THE WESTERLY LINE OF GARDEN GROVE SUB. AS RECORDED IN L. 54 OF PLATS ON PAGE 80 WCR; THENCE DUE SOUTH 140.00 FEET, ALONG THE WESTERLY LINE OF SAID GARDEN GROVE SUB. AND PARALLEL TO THE WEST LINE OF SECTION 10; THENCE S 89°34'25" W PARALLEL TO THE NORTH LINE OF SECTION 10, 148.50 FEET; THENCE DUE NORTH ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FARMINGTON ROAD (60.00 FT = 1/2 ROW), 140.00 FEET, TO THE POINT OF BEGINNING.
CONTAINING 0.48 ACRES

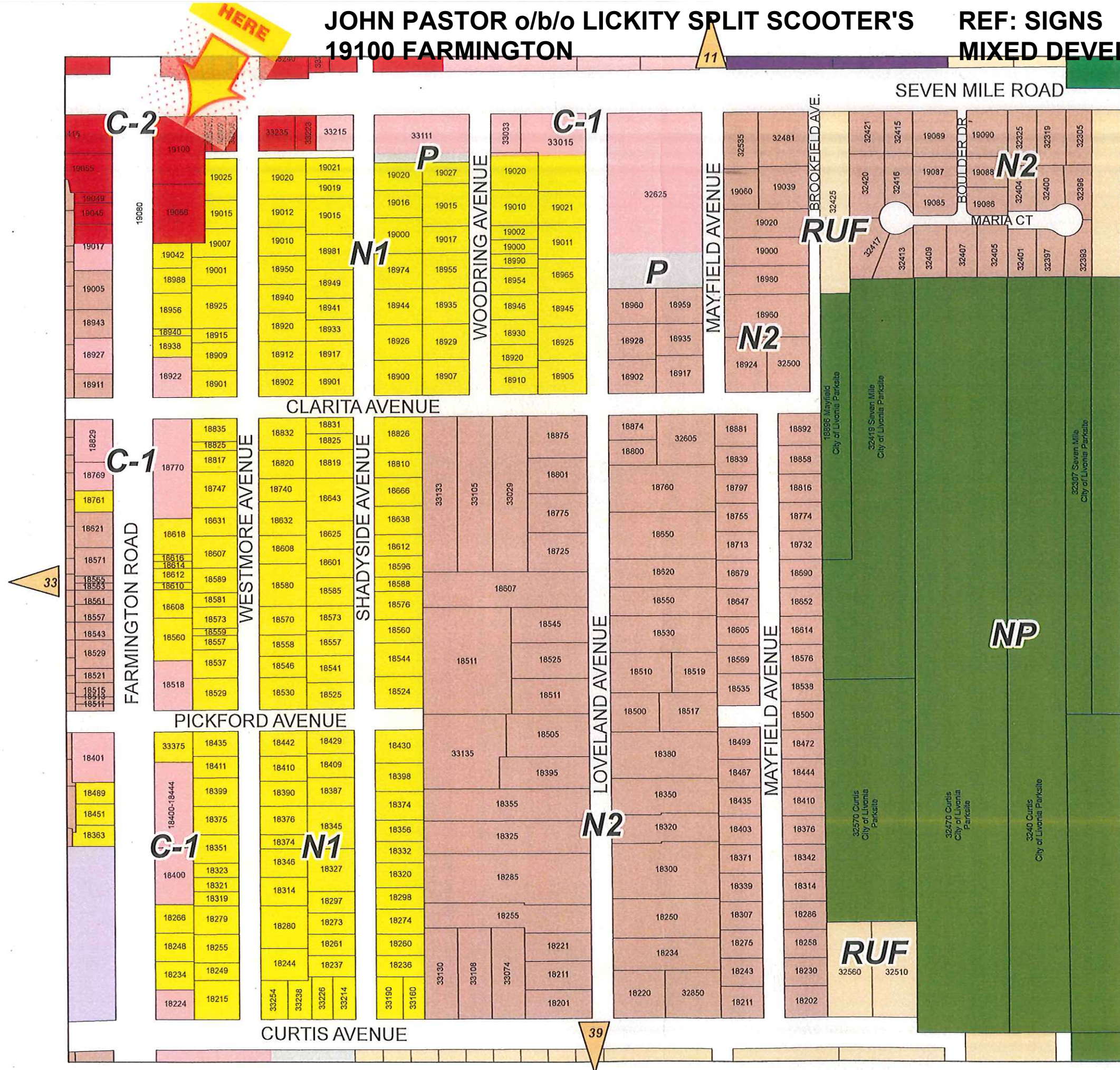
EASEMENT DESCRIPTION

A PUBLIC UTILITY EASEMENT OVER PARCEL 038-99-027-002, BEING A PART OF THE NW 1/4 OF SECTION 10, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN. DESCRIBED AS COMMENCING AT THE NW CORNER OF SECTION 10; THENCE SOUTH 60.01 FEET ALONG THE WEST LINE OF SECTION 10 AND THE CENTERLINE OF FARMINGTON ROAD; THENCE N 89°34'25" E, 208.50 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF 7 MILE ROAD (60.00 FT = 1/2 ROW) TO THE WESTERLY LINE OF GARDEN GROVE SUB. AS RECORDED IN L. 54 OF PLATS ON PAGE 80 WCR; THENCE DUE SOUTH 107.37 FEET, ALONG THE WESTERLY LINE OF SAID GARDEN GROVE SUB. TO THE POINT OF BEGINNING; THENCE SOUTH 12.00 FEET; THENCE WEST 6.00 FEET; THENCE NORTH 12.00 FEET; THENCE EAST 6.00 FEET TO THE POINT OF BEGINNING.

ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT, SUITE 103 (734) 953-3335
LIVONIA, MICHIGAN 48150 FAX (734) 953-3324

PREPARED FOR
PASTOR 4G'S LLC
34018 BEACON
LIVONIA, MI 48150

DATE: 02/20/25	
FB: 258	DRAWN: WRD
PROJ. NO: 24035	
SHEET 2 OF 2	



ZONING MAP

LEGEND

Zoning Districts

- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business
- C-3 Highway Services
- C-4 High Rise Commercial
- M-L Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

N.W. 1/4 Section 10

City of Livonia

T. 1 south, R. 9 east
Wayne County, Michigan

Copyright 2001, City of Livonia



300 150 0 300 Feet



ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, CHAIRMAN
JAMES. M. BARINGHAUS, VICE CHAIRMAN
TIMOTHY J. KLISZ, SECRETARY
CHRISTOPHER N. BOLOVEN
BRIAN MEAGHER
MARC ROTONDO
MIKE TESTA



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

MAYOR

MAUREEN MILLER BROSNAN

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LYNDA L. SCHEEL
LAURA M. TOY

***PUBLIC NOTICE
MAY 16, 2025***

APPEAL CASE NO. 2025-04-14, 16715 North Stanmoor: an appeal was made to the Zoning Board of Appeals by Kelli Ann and Kyle Bocan, seeking to erect an accessory shed resulting in a detached accessory structure in excess of 200 square feet while maintaining an existing attached garage and excess total accessory area.

Total Accessory Area

Allowed: 920 square feet
Proposed: 1,418 square feet
Excess: 496 square feet

Allowable Area for a Detached Accessory Structure

Allowed: 200 square feet
Proposed: 900 square feet
Excess: 700 square feet

This Low Density Residential property is located on the west side of Stanmoor (16715), between Whitcomb Drive and Harrison Avenue, Lot. No. 049-01-0037-000, R-U-F, Rural Urban Farm, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 7.09 (1) A) Maximum Size.

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

This appeal will be heard at a public hearing to be held in the **Auditorium on the 1st floor of City Hall on Tuesday, June 3, 2025, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,


Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear. In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call 734-466-2250 if you need assistance.



CITY OF LIVONIA
INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT
BECAUSE OF NON-CONFORMITY TO ZONING ORDINANCE LIVONIA VISION 21

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

Applicant <u>Kyle Bocan</u>	Address <u>16715 Stanmoor, Livonia, MI 48154</u>
Owner <u>(same as applicant)</u>	Address <u>(same as applicant)</u>
Lessee <u>n/a</u>	Address <u>n/a</u>
Location <u>West</u>	Side of <u>16715 Stanmoor</u> Street
Between <u>Whitcomb</u>	And <u>Harrison</u>
Lot No./Parcel No. <u>049-01-0037-000</u>	Subdivision <u>Park Woods Sub. 01</u>
Zoning District <u>R-U-F</u>	Lot Size <u>0.627 acres</u> Alley <u>n/a</u>
Present Use <u>Single Family Residential</u>	Proposed Use <u>(no change)</u>
Present Building Size <u>n/a</u>	Proposed Building Size <u>900 square feet</u>
Present Height of Building <u>n/a</u>	Proposed Height <u>12 feet</u>
Allowable Lot Coverage <u>9,559 sq. ft. (35%)</u>	Proposed Lot Coverage <u>3,401 sq. ft. (12.5%)</u>

Proposal : Seeking to erect an accessory shed resulting in a detached accessory structure in excess of 200 square feet while maintaining an existing attached garage and excess total accessory area. Total accessory area allowed: 920 sf ; Proposed 1,416 sf ; Excess: 496 sf.; Allowable area allowed for a detached accessory structure: 200 sf.; Proposed: 900 sf.; Excess: 700 sf.

Reason for Rejection Livonia Zoning Ordinance, Section: 7.09 (1) A) Maximum Size.

Deficient Side yard _____	Deficient Front Yard _____	Deficient Rear Yard _____
Deficient Lot Area _____	Deficient Lot Area Per Room _____	Encroachment _____
Excessive Lot Coverage _____	Excessive Height _____	Increasing No. Units _____
Use Prohibited _____	Deficient Parking Spaces _____	Increasing Area and Bulk <u>496 sf / 700 sf</u>

Remarks : Existing attached garage area of record: 516 square feet.

Plans and Application examined by _____ Date April 29, 2025

RECEIVED

APR 29 2025

Inspection Department
City of Livonia

APPLICATION FOR VARIANCE

Kyle Bocan 16715 N. Stanmoor Livonia 48154 586-707-2243
(Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Contractor) (Street Address) (City) (Zip Code) (Telephone) (Fax)

The property address is 16715 N. Stanmoor St

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? NO

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:

Lack of street parking with no sidewalks & ditches. parking on the Street raises safety concerns.

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:

Soon to be four vehicles (Twin boys) we will need to park 2 cars in existing garage & move lawn mower, Golf cart, yard equipment to new structure.

5. Explain why you think this variance would be fair to the neighbors and others who might be affected. We have carefully considered the placement of the

Structure to minimize impact on neighbors and maintain the character of our neighborhood. We have spoken to our surrounding neighbors.

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process:

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?

RECEIVED
APR 28 2025
Department of
City of Livonia

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: NO

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made?

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. Note that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

Signature of property owner: Kyle M Bocan

Please print name of property owner: Kyle Bocan

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 29 day of APRIL, 2025.

[Signature]
(Notary Public, Wayne County, Michigan)
My Commission expires 07-21-2029



Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated 9/29/25, which reads as follows:

EXCESSIVE ACCESSORY STRUCTURE AREA

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

[Signature]
(Supervisor)

Application for permit filed No Violation Issued No

Kyle Bocan

Kelli Ann Bocan

16715 N Stanmoor

Livonia, Mi 48154

Kellibocan@yahoo.com

734-968-8839

To Whom It May Concern,

I am writing to formally request a variance for the construction of a storage structure on our property at 16715 N Stanmoor St, Livonia. I recognize that current zoning regulations may limit such additions; however, I am seeking an exception due to the lack of adequate storage space for essential tools, lawn equipment, seasonal items, and bicycles currently housed in our garage. With twin boys soon to acquire their own vehicles, it is imperative that we utilize our garage for parking to avoid street parking, which poses safety concerns in our neighborhood, particularly given the absence of sidewalks and the presence of pedestrians, cyclists, and families.

We believe that each street has its own narrative, shaped by the character of its homes. Thoughtful landscaping and well-maintained green spaces contribute significantly to the unique charm of our community. A well-kept property not only enhances aesthetics but also reflects our pride in the neighborhood and promotes safety, setting a standard for others and fostering a sense of belonging. We are committed to maintaining the tidy appearance of our lot and wish to avoid leaving our belongings exposed, which could detract from the pride we take in our home.

The proposed shed will be constructed by professionals and designed to harmonize with the aesthetics of our yard and the surrounding neighborhood. We are dedicated to complying with all relevant safety, construction, and city codes in Livonia, ensuring that the structure will not obstruct sightlines or adversely affect neighboring properties.

Thank you for taking the time to consider our request for variance. We sincerely appreciate your attention to this matter and your continued efforts to support responsible property improvements within our community. We look forward to the opportunity to move forward in a way that maintains the character and integrity of our neighborhood.

Sincerely,

Kelli Ann Bocan

Kyle Bocan

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16715 N Stanmoor

Livonia, Mi 48154

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Sincerely,

Kelli Ann Bocan

18' WIDE FRAME 'CARPORT STYLE' METAL BUILDING GENERICS



MANUFACTURED BY:



ENGINEERED BY:



DRAWING INFORMATION

PROJECT: 18' WIDE
 LOCATION: STATE OF MICHIGAN
 PROJECT NO.: 451-24-1667
 SHEET TITLE: COVER SHEET
 SHEET NO.: 1 / 11

CHECKED BY: OAA DATE: 1/25/24

LEGAL INFORMATION

- ANY DUPLICATION OF THIS DRAWING IN WHOLE OR PART IS STRICTLY FORBIDDEN. ANYONE DOING SO WILL BE PROSECUTED UNDER THE FULL EXTENT OF THE LAW.
 - DRAWINGS VALID UP TO 1 YEAR FROM DATE OF ISSUE.

SEAL:



STAMP EXPIRY: 03-24-2026
 DATE SIGNED: 06-12-2024

SCOPE OF PLANS:

1. TO PROVIDE STRUCTURAL DESIGN FOR A VARIETY OF PRE-FAB METAL BUILDINGS PER THE SPECIFIED DESIGN LOADS, AND APPLICABLE BUILDING CODES.
2. DOES NOT PROVIDE ANY ARCHITECTURAL, SITE, ZONING, HVAC, ELEC, MECH DESIGN OR REQUIREMENTS. THESE ITEMS MUST BE ADDRESSED BY THEIR RESPECTIVE PROFESSIONALS IN CHARGE.
3. DOES NOT PROVIDE ANY DOOR OR WINDOW DESIGN INFORMATION. THOSE SHALL BE ADDRESSED BY DOOR AND WINDOW MANUFACTURER.
4. THESE DOCUMENT SHALL NOT BE USED TO PERMIT OR JUSTIFY DESIGN OF AS-BUILT / EXISTING STRUCTURES OR BUILDINGS BUILT WITHOUT A PERMIT.

GENERAL DESIGN NOTES

1. THESE STRUCTURES ARE DESIGNED AS RISK CATEGORY I (NON-HABITABLE), UTILITY / STORAGE / PRIVATE GARAGE / SHED TYPE BUILDINGS - THAT ONLY DESIGNED TO RESIST THE DEAD LOADS, LIVE LOADS, AND WIND LOADS LISTED UNDER "STRUCTURAL DESIGN CRITERIA". ANY ADDITIONAL LOADINGS WITHOUT RE-DESIGN OR ENGINEERING CONSULTATION SHALL NOT BE PERMITTED.
2. ALL MATERIALS IDENTIFIED BY A MANUFACTURER NAME MAY BE SUBSTITUTED WITH MATERIAL EQUAL OR EXCEEDING ORIGINAL.
3. ALL WELDED CONNECTIONS SHALL BE SHOP WELDED CONNECTIONS. FIELD WELDING IS NOT PERMITTED NOR REQUIRED.
4. ALL STRUCTURAL LIGHT GAUGE TUBING AND CHANNELS SHALL BE:
 ASTM A500 GRADE C OR EQUAL:
 $F_y = 50 \text{ KSI}$ $F_u = 65 \text{ KSI}$
5. GYPSUM BOARD OR DRYWALL FINISH OR ANY BRITTLE BASE MATERIAL IS NOT CONSIDERED OR ACCOUNTED FOR ON THE DESIGN CRITERIA OF THIS STRUCTURE, U.N.O.

STRUCTURAL DESIGN CRITERIA

ALL CONSTRUCTION SHALL BE PROVIDED IN ACCORDANCE WITH THE PREVAILING CODES LISTED BELOW AND ALL APPLICABLE LOCAL REQUIREMENTS.

PREVAILING CODE: **MBC 2015**
 MINIMUM DESIGN STANDARD: **ASCE 7-10**
 OCCUPANCY GROUP: **U (CARPORT / UTILITY / GARAGE / SHED)**
 CONSTRUCTION TYPE: **V - B**
 RISK CATEGORY: **I (NON-HABITABLE)**

1. ROOF DEAD LOAD (D) **2.0 PSF (COLLATERAL)**

2. ROOF LIVE LOAD (Lr)
 $L_r = 20 \text{ TO } 61 \text{ PSF}$
 (VARIES BASED ON FRAME SPACING AND DESIGN OPTIONS)

3. SNOW LOAD (S)
 GROUND SNOW LOAD
 $P_g = 20 \text{ TO } 90 \text{ PSF}$
 (VARIES BASED ON FRAME SPACING AND DESIGN OPTIONS)

IMPORTANCE FACTOR
 THERMAL FACTOR
 EXPOSURE FACTOR
 ROOF SLOPE FACTOR
 FLAT ROOF SNOW LOAD
 SLOPED ROOF SNOW LOAD
 MINIMUM SNOW LOAD

$I_s = 0.80$
 $C_t = 1.2$
 $C_e = 1.0$
 $C_s = 1.0$
 $P_f = 20 \text{ TO } 61 \text{ PSF}$
 $P_s = 20 \text{ TO } 61 \text{ PSF}$
 $P_m = 20$

4. WIND LOAD (W)
 EXPOSURE
 DESIGN WIND SPEED
 C
 $V_{ult} = 105 \text{ TO } 180 \text{ MPH}$
 (VARIES BASED ON FRAME SPACING AND DESIGN OPTIONS)

5. SEISMIC LOAD (E)
 DESIGN CATEGORY
 IMPORTANCE FACTOR
 C
 $I_e = 1.00$

ASD LOAD COMBINATIONS:

1. $D + (Lr \text{ OR } S)$
2. $D + (0.6W \text{ OR } \pm 0.7E)$
3. $D + 0.75 (0.6W \text{ OR } \pm 0.7E) + 0.75 (Lr \text{ OR } S)$
4. $0.6D + (0.6W \text{ OR } \pm 0.7E)$

CONTACT INFORMATION

FOR QUESTIONS OR INFORMATION NEEDED PLEASE, CONTACT THE METAL BUILDINGS MANUFACTURER LISTED ON PLANS. ENGINEER OF RECORD REQUIRES AUTHORIZATION FROM THE METAL BUILDINGS MANUFACTURER TO ADDRESS ANY QUERIES

THE INFORMATION CONTAINED IN THESE DRAWINGS IS THE SOLE PROPERTY OF METAL BUILDING MANUFACTURER LISTED ON THIS PAGE. ANY REPRODUCTION IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF METAL BUILDING MANUFACTURER LISTED BELOW IS PROHIBITED. LEGAL ACTION WILL BE TAKEN AS NECESSARY AS A RESULT.

ANY REQUESTS, CHANGES, MODIFICATIONS REVISIONS TO INFORMATION PROVIDED IN THIS DOCUMENT WILL REQUIRE A COMPLETELY SEPARATE SITE-SPECIFIC SET OF PLANS; INQUIRE WITH THE LISTED METAL BUILDING MANUFACTURER.

STRUCTURAL SHEET INDEX

COVER SHEET	1
SCHEDULES & MEMBER - SECTIONS	2
FRAME SECTIONS & DETAILS	3
SPACING SCHEDULES & ENCLOSURE NOTES	4
PURLIN & GIRT SCHEDULES	5
SHEATHING OPTIONS	6
SIDE WALL FRAMING & OPENINGS	7
END WALL FRAMING & OPENINGS	8-A, 8-B
CORNER BRACING DETAILS	9
OPTIONAL LEAN-TO ADDITION	10
FOUNDATION OPTIONS	11-A TO 11-D

Omar Abu-Yasein

Digitally signed by Omar Abu-Yasein
 Date: 2024.06.13
 09:30:15 -04'00'

CUSTOMER INFORMATION

OWNER: Kyle Bocan
 ADDRESS: 16715 N. Stanmoor Dr.
 Livonia, MI 48154

DESIGN LOADS

GROUND SNOW: 50
 ROOF LIVE LOAD: 34
 BASIC WIND SPEED: 115

BUILDING INFORMATION

WIDTH: 18
 LENGTH: 30
 HEIGHT: 12

FRAME TYPE:
 A-FRAME
 REGULAR
 FULL
 PARTIAL
 OPEN
 ENCLOSURE TYPE:

CERTIFICATION VALIDITY NOTICE

DATE OF PLANS
 EXPIRATION: 06-12-2025
 CERTIFICATION ON THESE DRAWINGS IS VALID FOR ONE YEAR FROM DATE OF ISSUE

TABLE 2.1: MEMBER PROPERTIES

NO.	LABEL	PROPERTY	DETAIL NO.
1	COLUMN POST	2.5" X 2.5" X 14GA TUBE	1
2	ROOF BEAM	2.5" X 2.5" X 14GA TUBE	1
3	BASE RAIL	2.5" X 2.5" X 14GA TUBE	1
4	PEAK BRACE	2.5" X 2.5" 14GA CHANNEL	4
5	KNEE BRACES	2.5" X 1.5" 14GA CHANNEL	4
6	CONNECTOR SLEEVE	2.25" X 2.25" X 12GA TUBE	2
7	BASE ANGLE	2" X 2" X 3" LG. 3/16" ANGLE	10
8	PURLIN	4" X 1" X 14GA / 18GA HAT CHANNEL	5
9	GIRT	4" X 1" X 14GA / 18GA HAT CHANNEL	5
9A	OPT. END WALL GIRT	2.5" X 1.5" 14GA CHANNEL	1
10	SHEATHING	29 GA CORRUGATED SHEET	8
11	END WALL POST	2.5" X 2.5" X 14GA TUBE	1
12	DOOR POST	2.5" X 2.5" X 14GA TUBE	1
13	SINGLE HEADER	2.5" X 2.5" X 14GA TUBE	1
14	DOUBLE HEADER	DBL. 2.5" X 2.5" X 14GA TUBE	1
15	SERVICE DOOR / WINDOW FRAMING	2.5" X 2.5" X 14GA TUBE	1
16	ANGLE BRACKET	2" X 2" X 2" LG. 14GA ANGLE	7
17	STRAIGHT BRACKET	2" X 2" X 4" LG. 14GA PLATE	6
18	PB SUPPORT	2.5" X 2.5" X 14GA TUBE	1
19	DIAGONAL BRACE	2" X 2" X 14 GA TUBE	3
20	GABLE BRACE	2" X 2" X 14 GA TUBE	3
21	DB BRACKET	2.25" X 2.25" X 6" LG. 14GA ANGLE	9
22	TRUSS SPACER	2.5" X 2.5" X 14GA TUBE	1
23	ALL FASTENERS	#12 X 1" SELF-DRILL SCREWS (ESR-2196 OR EQ) W/ NEOPRENE/STEEL WASHER	

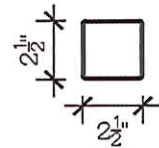
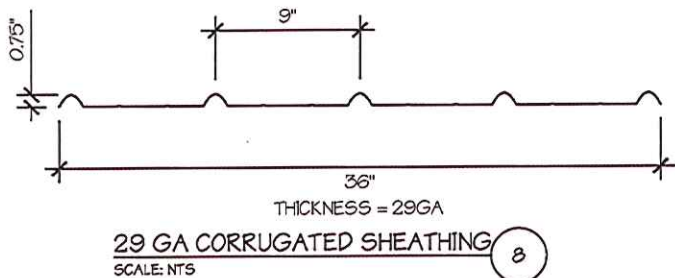
TABLE 2.2: SHEATHING FASTENER SCHEDULE

LOCATION	CORNER PANELS	SIDE LAPS	EDGE LAPS	ELSEWHERE
SPACING	9" C/C	MIN. 1	4 1/2" C/C	9" C/C

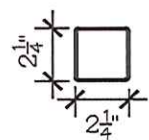
FASTENER TYPE: #12X1" SELF-DRILL SCREWS (ESR-2196 OR EQ) W/ NEOPRENE/STEEL WASHER
 *SEE TYP. SHEATHING FASTENER SCHEDULE DIAGRAM ON PAGE 6.

TABLE 2.3: GAUGE THICKNESS

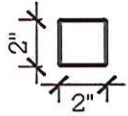
GAUGE	29	18	14	12
THICKNESS (IN)	0.0135	0.049	0.083	0.109



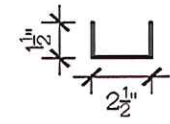
2.5" X 2.5" 14GA TUBE
SCALE: NTS



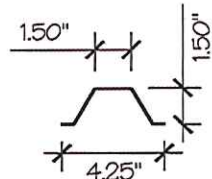
2.25" X 2.25" 12GA TUBE
SCALE: NTS



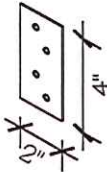
2" X 2" 14GA TUBE
SCALE: NTS



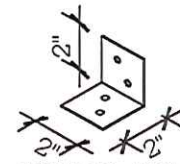
2.5" X 1.5" 14GA CHANNEL
SCALE: NTS



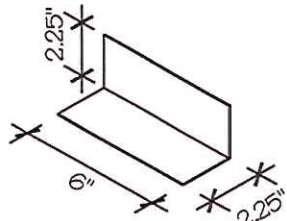
4.25" X 1.5" X 14GA / 18GA HAT CHANNEL
SCALE: NTS



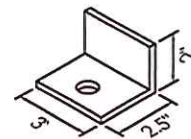
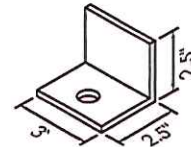
STRAIGHT BRACKET
SCALE: NTS



ANGLE BRACKET
SCALE: NTS



DB BRACKET
SCALE: NTS



BASE ANGLE
SCALE: NTS

MANUFACTURED BY:



ENGINEERED BY:



DRAWING INFORMATION

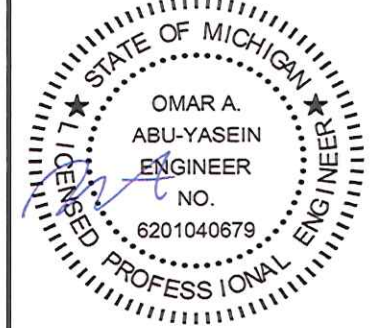
PROJECT: 18' WIDE
 LOCATION: STATE OF MICHIGAN
 PROJECT NO.: 451-24-1667
 SHEET TITLE: SCHEDULES & MEMBER SECTIONS
 SHEET NO.: 2 / 11

CHECKED BY: OAA DATE: 1/25/24

LEGAL INFORMATION

- ANY DUPLICATION OF THIS DRAWING IN WHOLE OR PART IS STRICTLY FORBIDDEN. ANYONE DOING SO WILL BE PROSECUTED UNDER THE FULL EXTENT OF THE LAW.
 - DRAWINGS VALID UP TO 1 YEAR FROM DATE OF ISSUE.

SEAL:



STAMP EXPIRY: 03-24-2026
 DATE SIGNED: 06-12-2024

MANUFACTURED BY:



ENGINEERED BY:



DRAWING INFORMATION

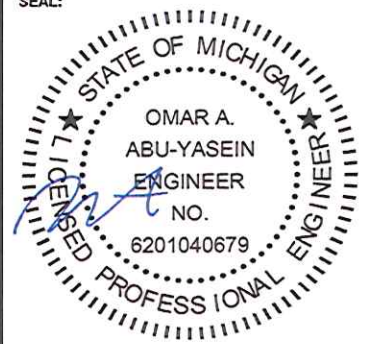
PROJECT: 18' WIDE
 LOCATION: STATE OF MICHIGAN
 PROJECT NO.: 451-24-1667
 SHEET TITLE: FRAME SECTIONS & DETAILS
 SHEET NO.: 3 / 11

CHECKED BY: OAA DATE: 1/25/24

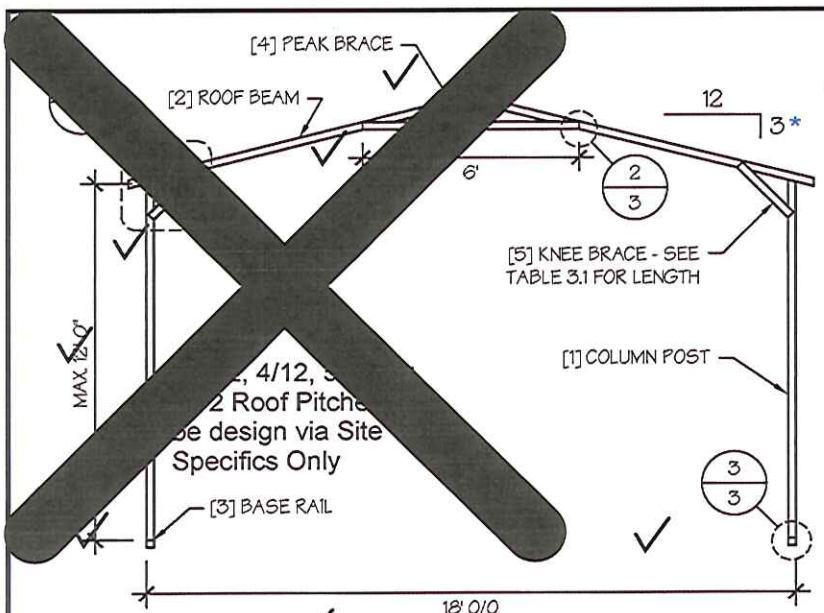
LEGAL INFORMATION

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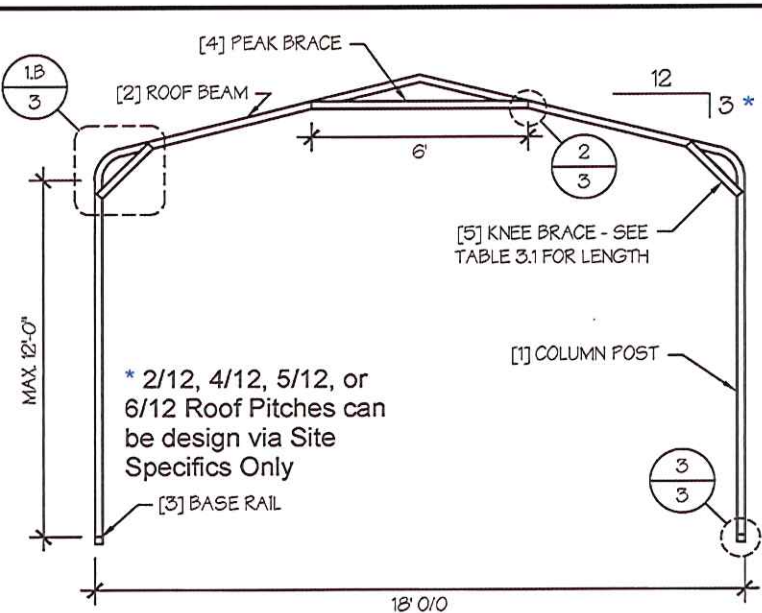
SEAL:



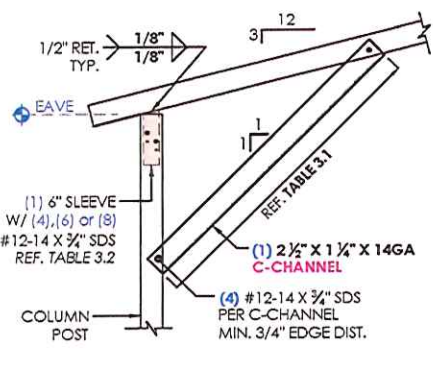
STAMP EXPIRY: 03-24-2026
 DATE SIGNED: 06-12-2024



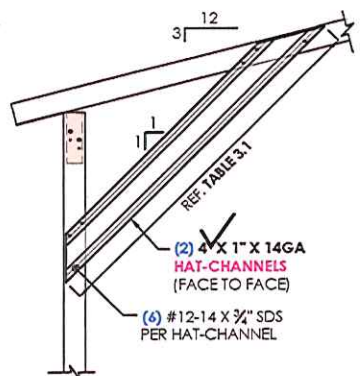
TYP. A-FRAME SECTION
 SCALE: NTS



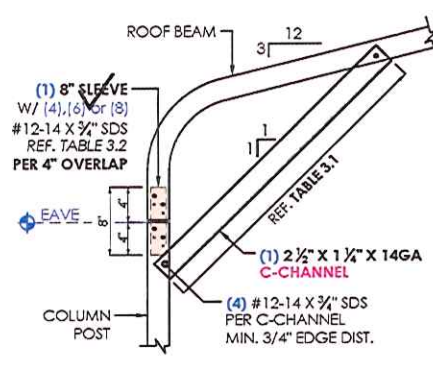
TYP. REGULAR FRAME SECTION
 SCALE: NTS



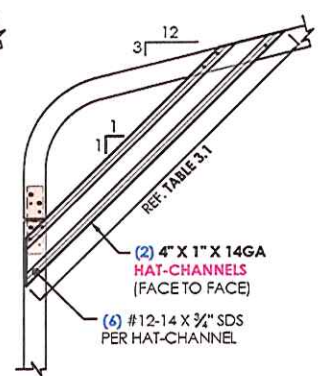
4 SIDES FULLY ENCLOSED ONLY



ANY ENCLOSURE



4 SIDES FULLY ENCLOSED ONLY



ANY ENCLOSURE

1A A-FRAME (BOXED) STYLE - EAVE DETAIL
 SCALE: NTS

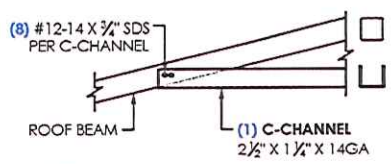
1B REGULAR (BENT-BOW) STYLE - EAVE DETAIL
 SCALE: NTS

TABLE 3.1 : KNEE BRACE SCH'D

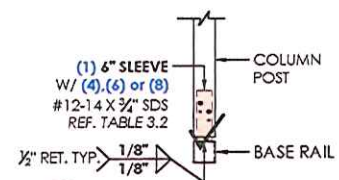
EAVE HEIGHT	KNEE BRACE LENGTH
□ UP TO 8"	24"
✓ 8.1" TO 12"	36"

TABLE 3.2 : SLEEVE FASTENER SCH'D

WIND SPEED (MPH)	NO. OF FASTENERS
✓ 105 TO 125	4
□ 126 TO 155	6
□ 156 TO 180	8



2 PEAK CONN. DETAIL
 SCALE: NTS



3 BASE CONN. DETAIL
 SCALE: NTS

MANUFACTURED BY:



ENGINEERED BY:



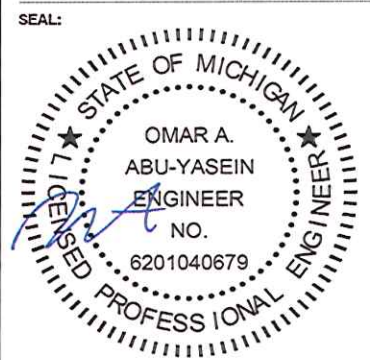
DRAWING INFORMATION

PROJECT: 18' WIDE
 LOCATION: STATE OF MICHIGAN
 PROJECT NO.: 451-24-1667
 SHEET TITLE: SPACING SCHEDULES & ENCLOSURE NOTES

SHEET NO.: 4 / 11
 CHECKED BY: OAA DATE: 1/25/24

LEGAL INFORMATION

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STAMP EXPIRY: 03-24-2026
 DATE SIGNED: 06-12-2024

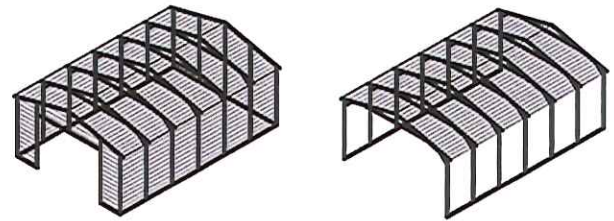
TABLE 4: FRAME SPACING CHART

EAVE HEIGHT = (0'-0" TO 12'-0")	ENCLOSED BUILDINGS							OPEN BUILDINGS						
	WIND SPEED (MPH)							WIND SPEED (MPH)						
	105	115	140	155	165	180	105	115	130	140	155	165	180	
30	60	60	54/60	54	42	36	30	60	54/60	48/60	42/54	36/42	36	30
40	60	60	42/60	42/54	42	36	30	48/54	48/54	42/54	42/54	36/42	36	30
50 / 34	60	60	40/54	40/54	40/42	36	30	40/48	40/48	40/48	40/48	36/42	36	30
60 / 41	36	36	36/42	36/42	36/42	36	30	36	36	36	36	36	36	30
70 / 47	36	36	30/36	30/36	30/36	30/36	30	30	30	30	30	30	30	30
80 / 54	30	30	30	30	30	30	30	24	24	24	24	24	24	24
90	24	24	24	24	24	24	24	18	18	18	18	18	18	18
12'-0" TO 18'-0"	60	60	54/60	54	48	42/48	42	60	54/60	48/60	42/54	36/48	36/48	36/42
18'-0" TO 24'-0"	48/60	48/60	42/60	42/54	42/48	42/48	42	48/60	48/60	42/60	42/54	36/48	36/48	36/42
24'-0" TO 30'-0"	40/54	40/54	40/54	40/54	40/48	40/48	40/42	40/48	40/48	40/48	40/48	36/48	36/48	36/42
30'-0" TO 36'-0"	36/42	36/42	36/42	36/42	36/42	36/42	36/42	36/42	36/42	36/42	36/42	36/42	36/42	36/42
36'-0" TO 42'-0"	32/36	32/36	32/36	32/36	32/36	32/36	32/36	32/36	32/36	32/36	32/36	32/36	32/36	32/36
42'-0" TO 48'-0"	30	30	30	30	30	30	30	30	30	30	30	30	30	30
48'-0" TO 54'-0"	24	24	24	24	24	24	24	24	24	24	24	24	24	24
54'-0" TO 60'-0"	60	60	54/60	54	48	42/48	42	60	54/60	48/60	42/54	36/48	36/48	36/42
60'-0" TO 66'-0"	48/60	48/60	42/60	42/54	42/48	42/48	42	48/60	48/60	42/60	42/54	36/48	36/48	36/42
66'-0" TO 72'-0"	40/54	40/54	40/54	40/54	40/48	40/48	40/42	40/54	40/54	40/54	40/54	36/48	36/48	36/42
72'-0" TO 78'-0"	36/42	36/42	36/42	36/42	36/42	36/42	36/42	36/42	36/42	36/42	36/42	36/42	36/42	36/42
78'-0" TO 84'-0"	32/36	32/36	32/36	32/36	32/36	32/36	32/36	32/36	32/36	32/36	32/36	32/36	32/36	32/36
84'-0" TO 90'-0"	30	30	30	30	30	30	30	30	30	30	30	30	30	30
90'-0" TO 96'-0"	24	24	24	24	24	24	24	24	24	24	24	24	24	24

- NOTES:
- FRAME SPACINGS ARE IN UNITS OF INCHES (IN).
 - WHERE TWO VALUES ARE SHOWN, THE HIGHER VALUE CAN ONLY BE USED FOR VERTICAL ROOF SHEATHING
 - SNOW LOADS AND ROOF LIVE LOADS ARE IN POUNDS PER SQUARE FOOT (PSF). WIND SPEED IS 3 SEC. GUST IN MILES PER HOUR (MPH).
 - FOR VALUES THAT LIE BETWEEN TWO CELLS, THE HIGHER (MORE STRINGENT) VALUE HAS TO BE USED. INTERPOLATION BETWEEN CELLS IS NOT ALLOWED.

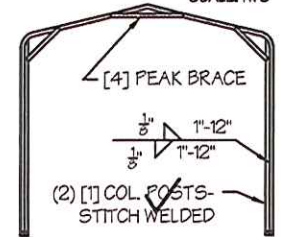
ENCLOSURE CLASSIFICATION:

- ENCLOSED BUILDING = ALL 4 WALLS FULLY ENCLOSED WITH DOORS/WINDOWS = USE ENCLOSED BUILDING SPACING CHART.
- OPEN BUILDING = ALL 4 WALLS FULLY OPEN = USE OPEN BUILDING SPACING CHART.
- 3FT PARTIALLY ENCLOSED = BOTH END-WALLS FULLY OPEN, WITH BOTH SIDE-WALLS ONLY 3FT ENCLOSED = USE OPEN BUILDING SPACING CHART.
- PARTIALLY ENCLOSED = BOTH END-WALLS FULLY OPEN, WITH BOTH SIDE-WALLS ENCLOSED MORE THAN 3FT = START WITH OPEN BUILDING SPACING CHART AND THEN REDUCE SPACING BY 6".
- 3 SIDED ENCLOSED = ALL WALLS ARE ENCLOSED EXCEPT FOR 1 END-WALL = START WITH ENCLOSED BUILDING SPACING + THE OPEN END FRAME MUST HAVE EITHER A GABLED END OR HAVE DOUBLED WELDED LEGS.
- FOR ALL SHEATHING ENCLOSURES NOT LISTED ABOVE, REFER TO SHEET 5 FOR SPACING AND DESIGN REQUIREMENTS.



TYP. ENCLOSED BUILDING
SCALE: NTS

TYP. OPEN BUILDING
SCALE: NTS



TYP. OPEN END WALL ON 3 SIDE ENCLOSED BUILDING
SCALE: NTS

GENERAL NOTES:

- THE MAX. BUILDING LENGTH FOR ENCLOSED BUILDINGS IS 50'-0". THIS CAN BE INCREASED BY ADDING A DOUBLE FRAME AT THE CENTER TO BREAK THE LENGTH OF THE BUILDING.
- BUILDINGS WITH PARTIALLY ENCLOSED END WALLS NEED TO HAVE SIDE WALL BRACING TO SUPPORT THE PARTIALLY ENCLOSED END WALL. (SEE FIGURE A ON SHEET 5).

TABLE 5.1: PURLIN SPACING SCHEDULE

GROUND SNOW / ROOF LIVE LOAD (PSF)	14GA. HAT CHANNEL PURLIN								18GA. HAT CHANNEL PURLIN							
	WIND SPEED (MPH)								WIND SPEED (MPH)							
	105	115	130	140	155	165	180		105	115	130	140	155	165	180	
30/20	54	48	42	36	30	24	24	36	30	24	18	18	12	12		
50/27	42	42	42	36	30	24	24	30	30	24	18	18	12	12		
50/34	40	40	40	36	30	24	24	24	24	24	18	18	12	12		
60/41	36	36	36	36	30	24	24	18	18	18	18	18	12	12		
70/47	32	32	32	32	30	24	24	18	18	18	18	18	12	12		
80/54	30	30	30	30	30	24	24	18	18	18	18	18	12	12		
90/61	24	24	24	24	24	24	24	12	12	12	12	12	12	12		
30/20	54	48	42	42	36	30	30	48	36	30	24	18	18	12		
40/27	42	42	42	42	36	30	30	42	36	30	24	18	18	12		
50/34	40	40	40	40	36	30	30	30	30	30	24	18	18	12		
60/41	36	36	36	36	36	30	30	30	30	30	24	18	18	12		
70/47	32	32	32	32	32	30	30	24	24	24	24	18	18	12		
80/54	32	32	32	32	32	30	30	18	18	18	18	18	18	12		
90/61	30	30	30	30	30	30	30	18	18	18	18	18	18	12		
30/20	54	48	42	42	36	36	30	54	48	36	30	24	24	18		
40/27	42	42	42	42	36	36	30	42	42	36	30	24	24	18		
50/34	40	40	40	40	36	36	30	40	40	36	30	24	24	18		
60/41	36	36	36	36	36	36	30	36	36	36	30	24	24	18		
70/47	32	32	32	32	32	32	30	30	30	30	30	24	24	18		
80/54	32	32	32	32	32	32	30	24	24	24	24	24	24	18		
90/61	30	30	30	30	30	30	30	24	24	24	24	24	24	18		
30/20	54	48	42	42	36	36	30	54	48	42	42	36	30	30		
40/27	42	42	42	42	36	36	30	42	42	42	42	36	30	30		
50/34	40	40	40	40	36	36	30	40	40	40	40	36	30	30		
60/41	36	36	36	36	36	36	30	36	36	36	36	36	30	30		
70/47	32	32	32	32	32	32	30	32	32	32	32	32	30	30		
80/54	32	32	32	32	32	32	30	32	32	32	32	32	30	30		
90/61	30	30	30	30	30	30	30	30	30	30	30	30	30	30		

- NOTES:
- PURLIN SPACING UNITS ARE IN INCHES.
 - FRAME SPACING NEEDS TO BE DETERMINED FROM TABLE 4.

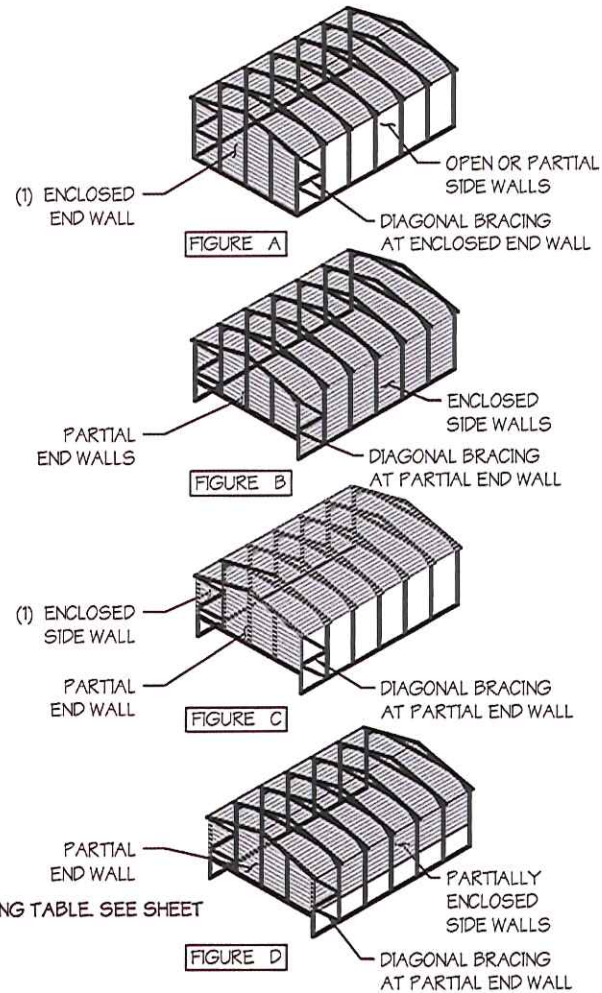
IRREGULAR BUILDING NOTES:

- FIGURES A, B, C & D ON THE RIGHT INDICATE EXAMPLES OF IRREGULAR BUILDINGS.
- FOR IRREGULAR BUILDINGS, FRAME SPACING MUST BE REDUCED BY 6" FROM OPEN BUILDING SPACING TABLE. SEE SHEET 4 FOR OPEN BUILDING TABLE.
- SITE SPECIFICS MAY ALLOW FOR ALTERNATIVE SPACING.

TABLE 5.2: GIRT SPACING SCHEDULE

FRAME SPACING	WIND SPEED (MPH)						
	105	115	130	140	155	165	180
5'-0"	60	48	36	30	24	24	18
4'-6"	60	60	48	42	36	30	24
4'-0"	60	60	54	54	42	36	30
3'-6"	60	60	54	54	48	42	42
2'-0" TO 3'-0"	60	60	54	54	48	42	42

- NOTES:
- GIRT SPACING UNITS ARE IN INCHES.
 - THIS SCHEDULE IS TO BE USED FOR BOTH 14GA AND 18 GA PURLINS.
 - FRAME SPACING NEEDS TO BE DETERMINED FROM TABLE 4.



MANUFACTURED BY:



ENGINEERED BY:



DRAWING INFORMATION

PROJECT: 18' WIDE
 LOCATION: STATE OF MICHIGAN
 PROJECT NO.: 451-24-1667
 SHEET TITLE: PURLIN & GIRT SPACING SCHEDULES

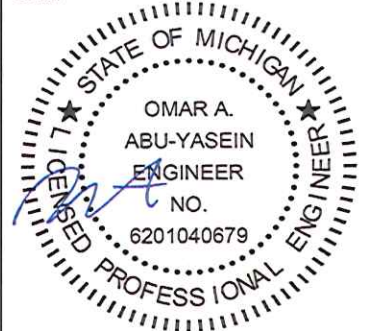
SHEET NO.: 5 / 11

CHECKED BY: OAA DATE: 1/25/24

LEGAL INFORMATION

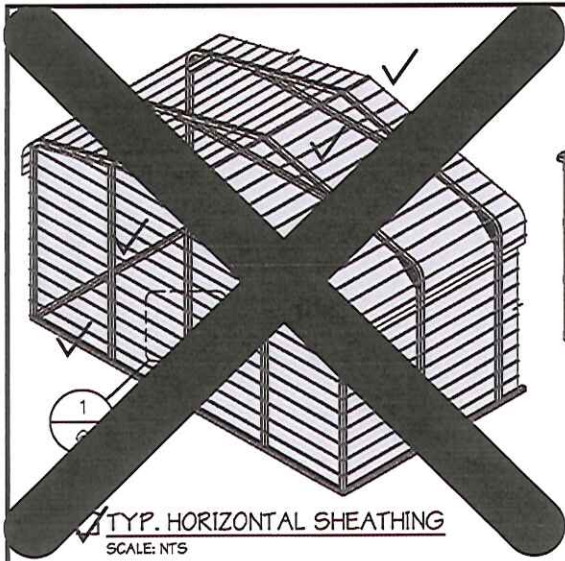
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SEAL:

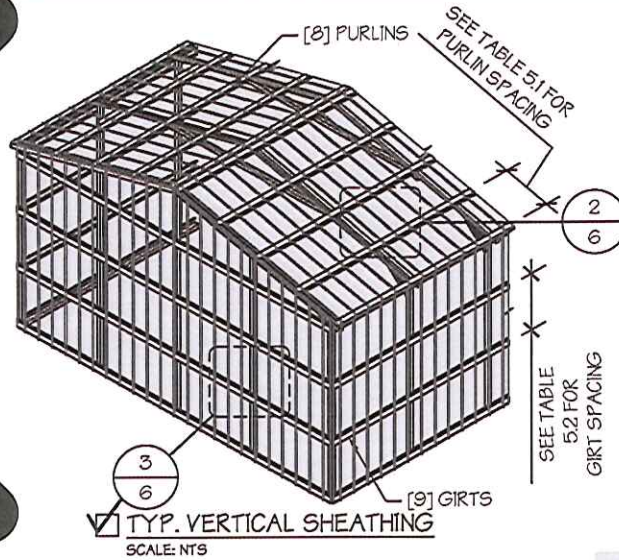


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TYP. HORIZONTAL SHEATHING
SCALE: NTS



TYP. VERTICAL SHEATHING
SCALE: NTS

GENERAL SHEATHING NOTES:

1. REGULAR STYLE BUILDINGS CAN ONLY HAVE HORIZONTAL SHEATHING ON ROOF AND WALLS.
2. A-FRAME STYLE BUILDINGS CAN HAVE ANY COMBINATION OF HORIZONTAL OR VERTICAL SHEATHING ON ROOFS AND WALLS.
3. BOTH HORIZONTAL AND VERTICALS ROOF SHEATHING CAN HAVE MAX. 6" OVERHANG.
4. USING VERTICAL SHEATHING MAY ALLOW FOR GREATER FRAME SPACING. SEE NOTE 2 UNDER TABLE 4.
5. VERTICAL SHEATHING RECOMMENDED FOR BUILDINGS 30' OR LONGER

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DRAWING INFORMATION

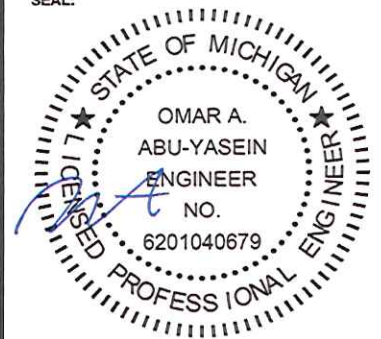
PROJECT: 18' WIDE
 LOCATION: STATE OF MICHIGAN
 PROJECT NO.: 451-24-1667
 SHEET TITLE: SHEATHING OPTIONS & DETAILS
 SHEET NO.: 6 / 11

CHECKED BY: OAA DATE: 1/25/24

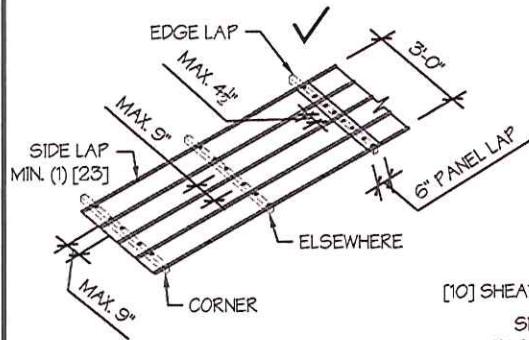
LEGAL INFORMATION

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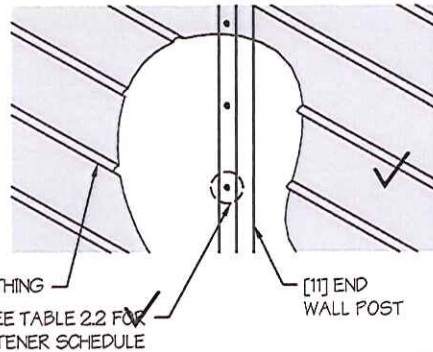
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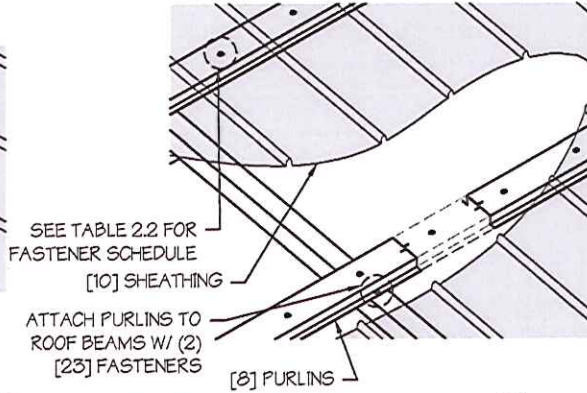
STAMP EXPIRY: 03-24-2026
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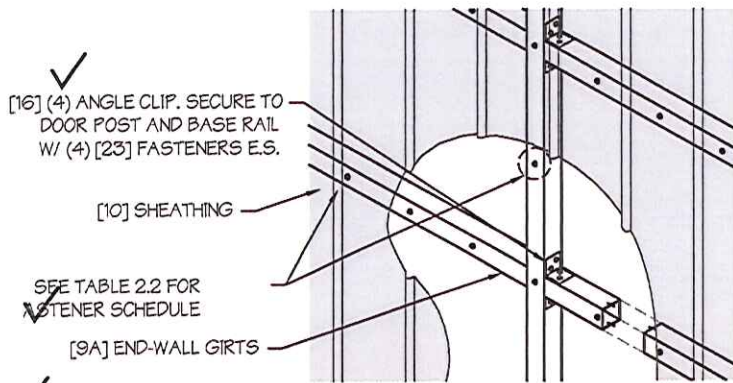
TYP. SHEATHING FASTENER SCHEDULE
SCALE: NTS



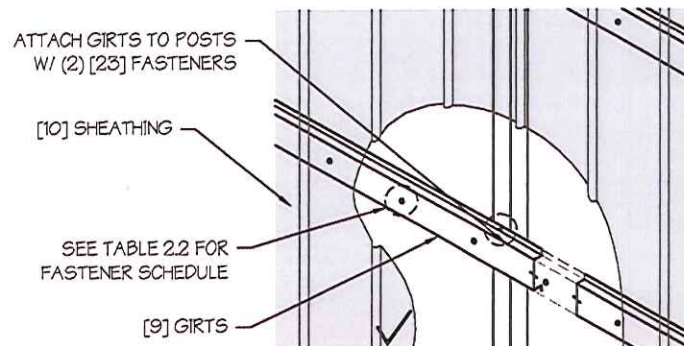
TYP. HORIZONTAL SHEATHING DETAIL 1
SCALE: NTS



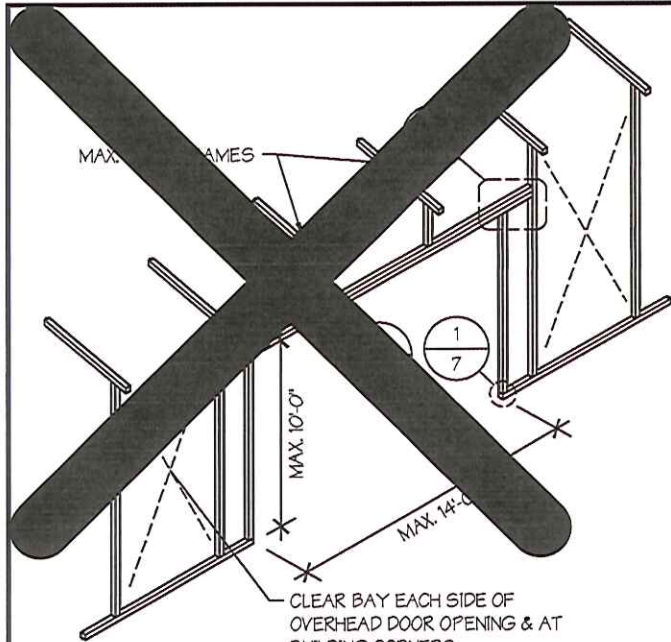
ROOF VERTICAL SHEATHING DETAIL 2
SCALE: NTS



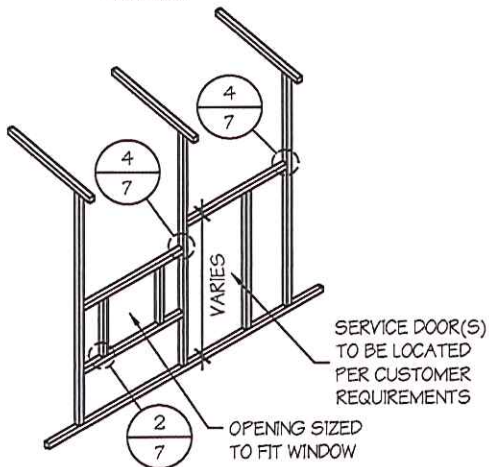
WALL VERTICAL SHEATHING - TUBE DETAIL 3
SCALE: NTS



WALL VERTICAL SHEATHING - HAT CHANNEL DETAIL 3
SCALE: NTS



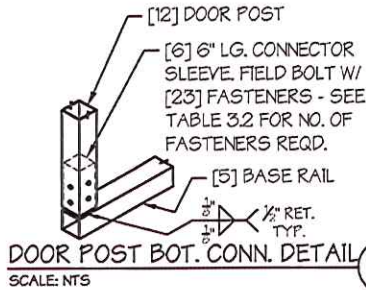
✓ SIDE WALL OVERHEAD DOOR OPENINGS
SCALE: NTS



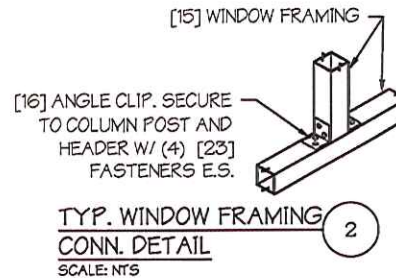
✓ SIDE WALL SERVICE DOOR / WINDOW OPENINGS
SCALE: NTS

SIDE WALL FRAMING NOTES:

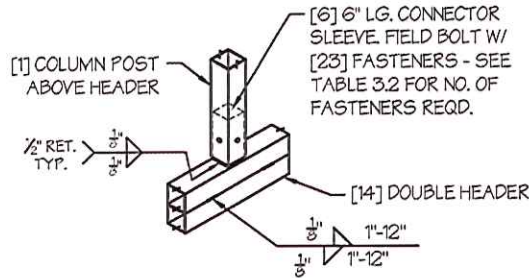
- DESIGNS AND DETAILS SHOWN HERE ARE APPLICABLE TO BOTH REGULAR AND A-FRAME STYLE BUILDINGS.
- MAX. HEIGHT OF SIDE WALL OVERHEAD DOOR OPENINGS IS 2 FT LESS THAN THE EAVE HEIGHT.
- OVERHEAD DOOR OPENINGS CANNOT CUT THROUGH MORE THAN 2 FULL FRAMES.
- MIN. 1 CLEAR BAY MUST BE MAINTAINED BETWEEN ANY 2 OVERHEAD DOOR OPENINGS. A CLEAR BAY IS A SPACE BETWEEN TWO FRAMES THAT HAS NO OVERHEAD DOOR OPENINGS.
- MIN. 1 CLEAR BAY MUST ALSO BE MAINTAINED FROM THE BUILDING CORNERS.
- SERVICE DOORS AND WINDOWS CAN BE PLACED IN CLEAR BAYS OR ANY WHERE ELSE AS NEEDED.



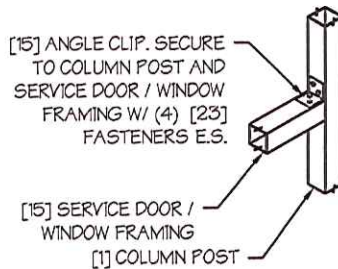
DOOR POST BOT. CONN. DETAIL 1
SCALE: NTS



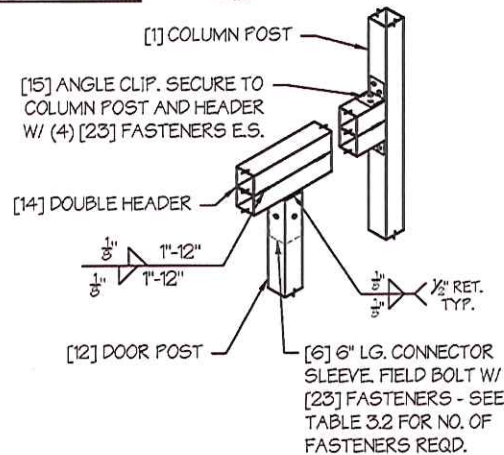
TYP. WINDOW FRAMING CONN. DETAIL 2
SCALE: NTS



COLUMN POST ABOVE DOOR HEADER CONN. DETAIL 3
SCALE: NTS



TYP. SERVICE DOOR / WINDOW FRAMING CONN. DETAIL 4
SCALE: NTS



COLUMN POST ABOVE DOOR HEADER CONN. DETAIL 5
SCALE: NTS

MANUFACTURED BY:



ENGINEERED BY:



DRAWING INFORMATION

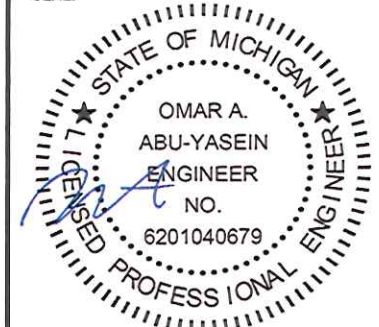
PROJECT: 18' WIDE
LOCATION: STATE OF MICHIGAN
PROJECT NO.: 451-24-1667
SHEET TITLE: SIDE WALL FRAMING & OPENINGS
SHEET NO.: 7 / 11

CHECKED BY: OAA DATE: 1/25/24

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STAMP EXPIRY: 03-24-2026

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DRAWING INFORMATION

PROJECT: 18' WIDE
 LOCATION: STATE OF MICHIGAN
 PROJECT NO.: 451-24-1667
 SHEET TITLE:

END WALL FRAMING

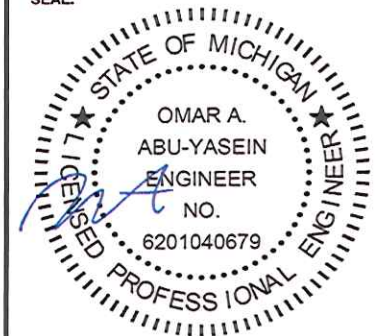
SHEET NO.: 8-A / 11

CHECKED BY: OAA DATE: 1/25/24

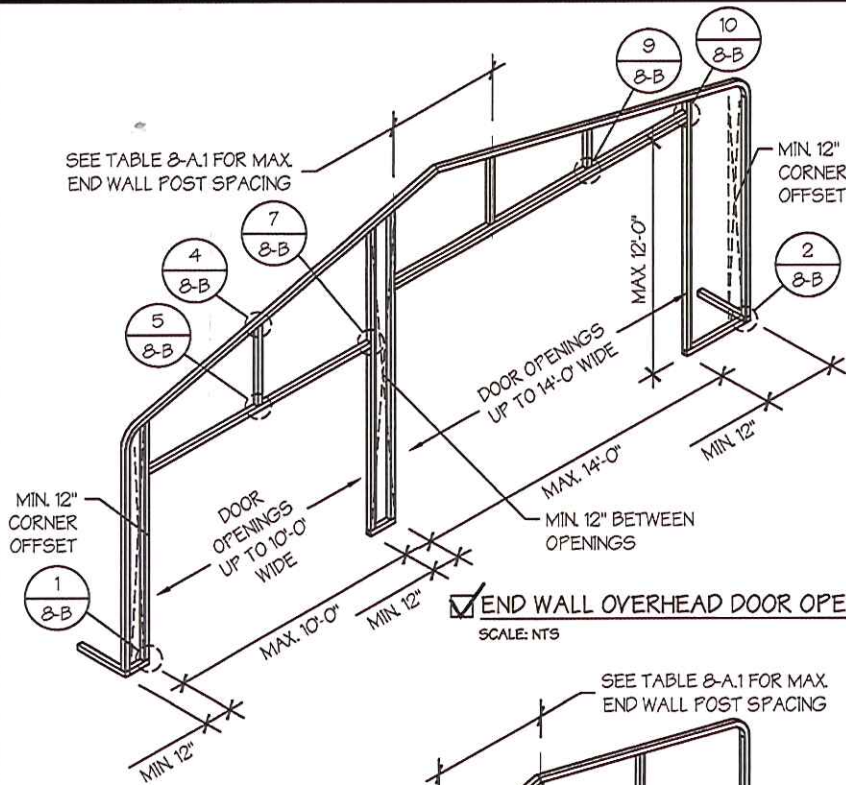
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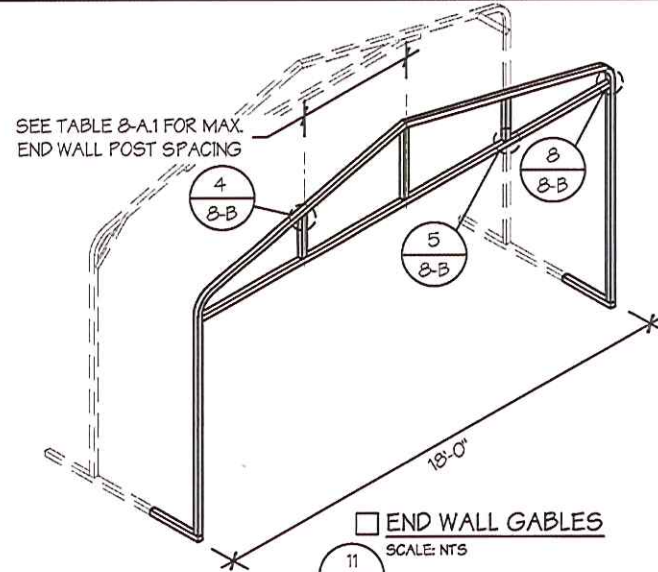
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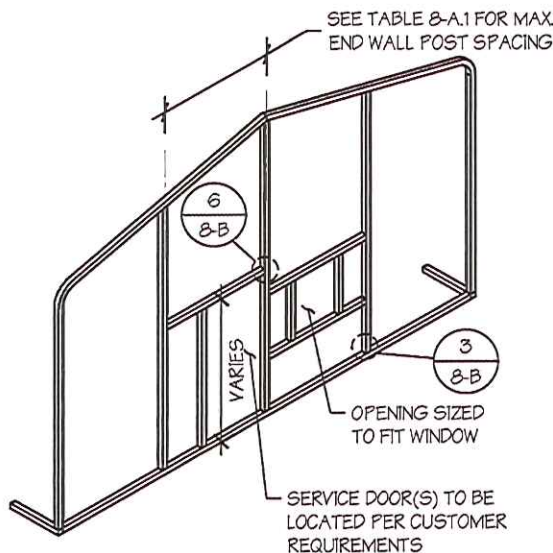
STAMP EXPIRY: 03-24-2026
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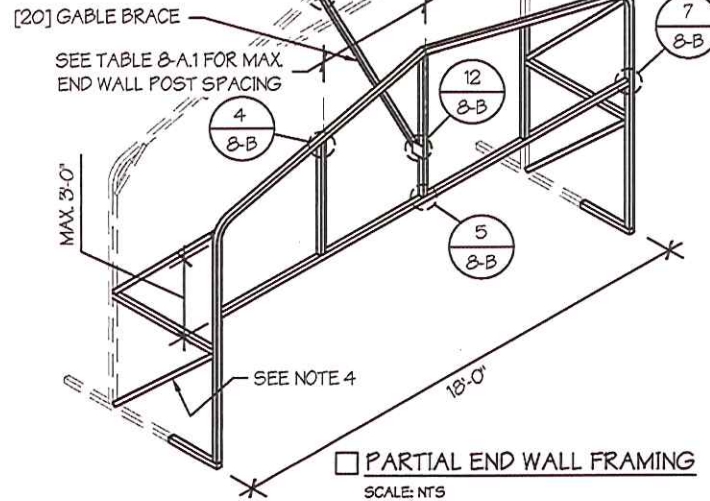
END WALL OVERHEAD DOOR OPENINGS
 SCALE: NTS



END WALL GABLES
 SCALE: NTS



END WALL SERVICE DOOR AND WINDOW OPENINGS
 SCALE: NTS



PARTIAL END WALL FRAMING
 SCALE: NTS

TABLE 8-A.1: END WALL POST SPACING SCHEDULE

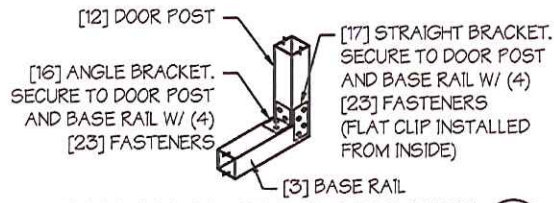
WIND SPEED (MPH)	EAVE HEIGHT		
	UP TO 7'	8' TO 9'	10' TO 12'
<input type="checkbox"/> 105	5'	5'	5'
<input checked="" type="checkbox"/> 115	5'	5'	4.5'
<input type="checkbox"/> 130	4.5'	4.5'	4'
<input type="checkbox"/> 140	4.5'	4.5'	3'
<input type="checkbox"/> 155	4'	4'	2.5'
<input type="checkbox"/> 165 - 180	3.5'	3'	2'

GABLE BRACING NOTE

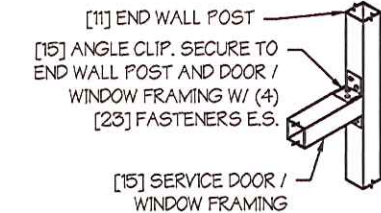
- GABLE BRACE IS ONLY REQUIRED FOR PARTIALLY ENCLOSED END WALLS (END WALL POSTS ARE NOT ANCHORED TO THE GROUND).
- FULLY ENCLOSED OR OPEN END WALLS DO NOT REQUIRE GABLE BRACING.

END WALL FRAMING NOTES:

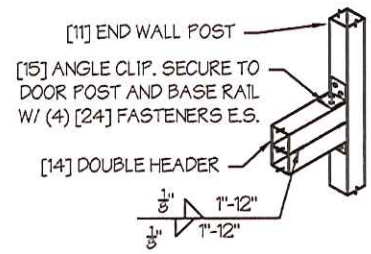
- DESIGNS AND DETAILS SHOWN HERE ARE APPLICABLE TO BOTH REGULAR AND A-FRAME STYLE BUILDINGS.
- MIN. 12" CLEARANCE MUST BE MAINTAINED BETWEEN ANY TWO OPENINGS (OVERHEAD DOOR OR SERVICE DOOR) AND FROM CORNERS.
- SERVICE DOORS AND WINDOWS CAN BE PLACED AS NEEDED.
- DIAGONAL BRACES NEED TO BE ADDED FOR PARTIAL END WALL ENCLOSURES. SEE SHEET 9 FOR DIAGONAL BRACE CONNECTION DETAILS.



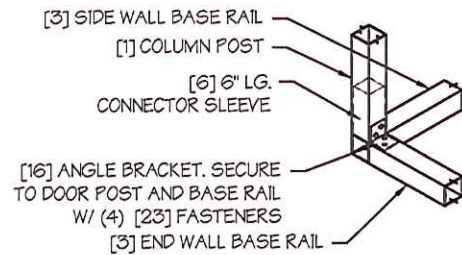
DOOR POST BASE RAIL CONN. DETAIL 1
SCALE: NTS



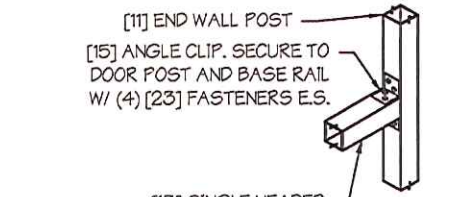
TYP. SERVICE DOOR / WINDOW FRAMING CONN. DETAIL 6
SCALE: NTS



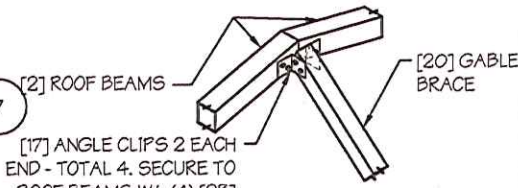
DOUBLE HEADER - END WALL POST CONN. DETAIL 10
SCALE: NTS



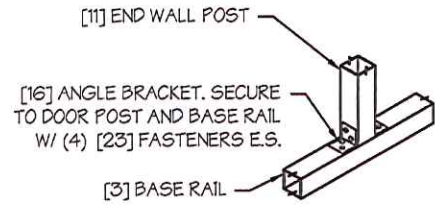
CORNER DETAIL 2
SCALE: NTS



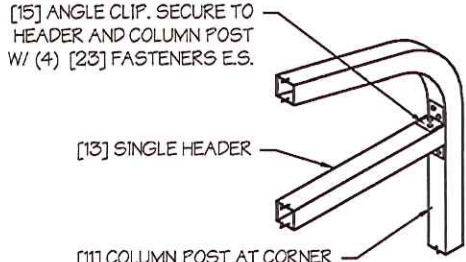
HEADER - END WALL POST CONN. DETAIL 7
SCALE: NTS



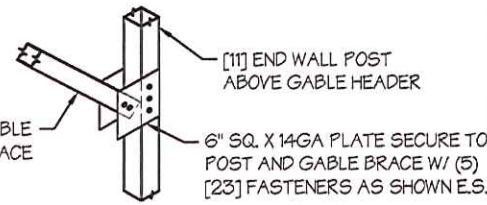
TYP. GABLE BRACE CONN. DETAIL 11
SCALE: NTS



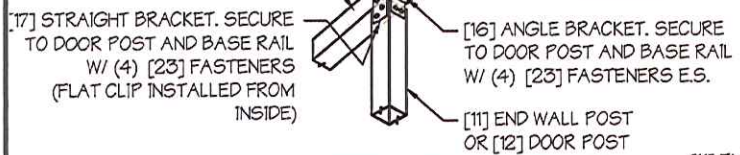
END WALL POST - BASE RAIL CONN. DETAIL 3
SCALE: NTS



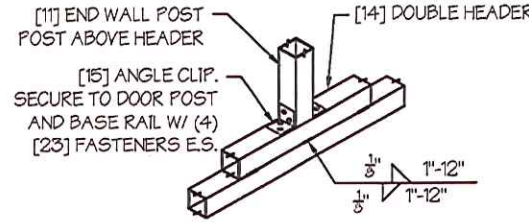
GABLE HEADER - CORNER POST CONN. DETAIL 8
SCALE: NTS



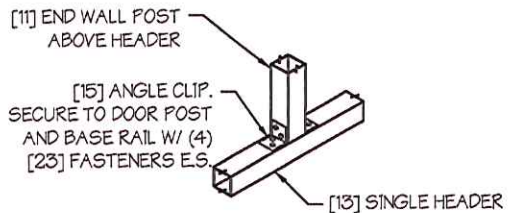
GABLE BRACE - END WALL CONN. DETAIL 12
SCALE: NTS



END WALL POST - ROOF BEAM CONN. DETAIL 4
SCALE: NTS



END WALL POST ABOVE DOUBLE HEADER CONN. DETAIL 9
SCALE: NTS



END WALL POST ABOVE HEADER CONN. DETAIL 5
SCALE: NTS

MANUFACTURED BY:

NE
STEEL
NORTHEDGE
STEEL

ENGINEERED BY:

A&A ENGINEERING
CIVIL • STRUCTURAL

DRAWING INFORMATION

PROJECT: 18' WIDE

LOCATION: STATE OF MICHIGAN

PROJECT NO.: 451-24-1667

SHEET TITLE: END WALL FRAMING DETAILS

SHEET NO.: 8-B / 11

CHECKED BY: OAA DATE: 1/25/24

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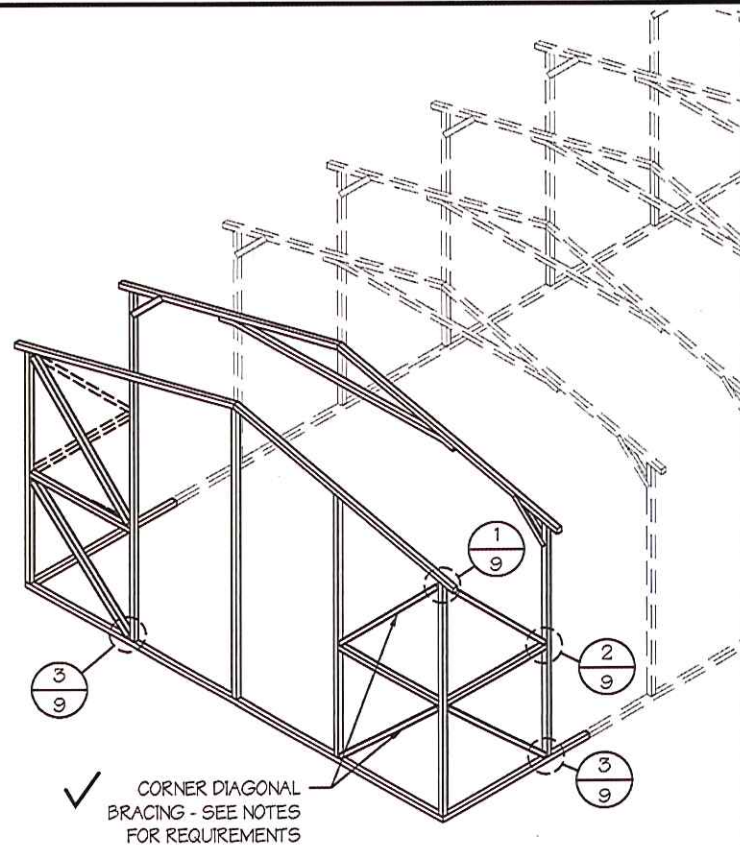
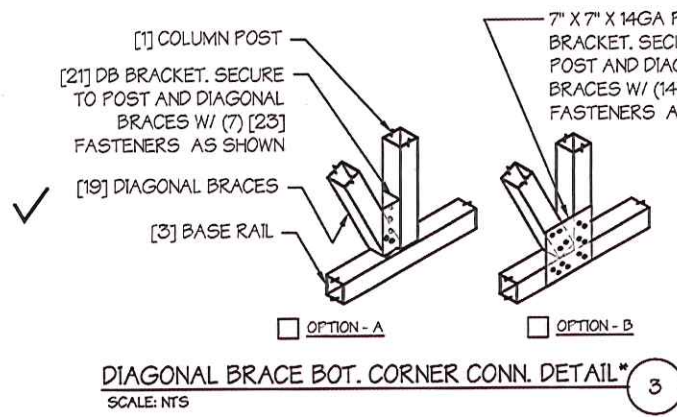
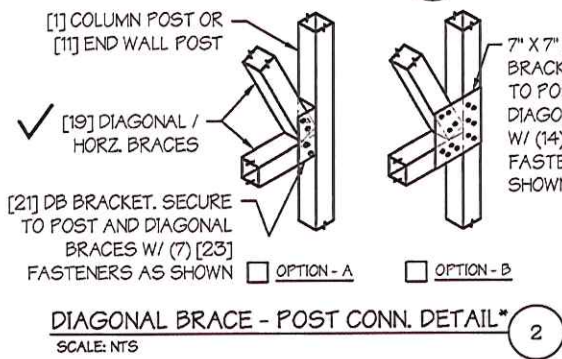
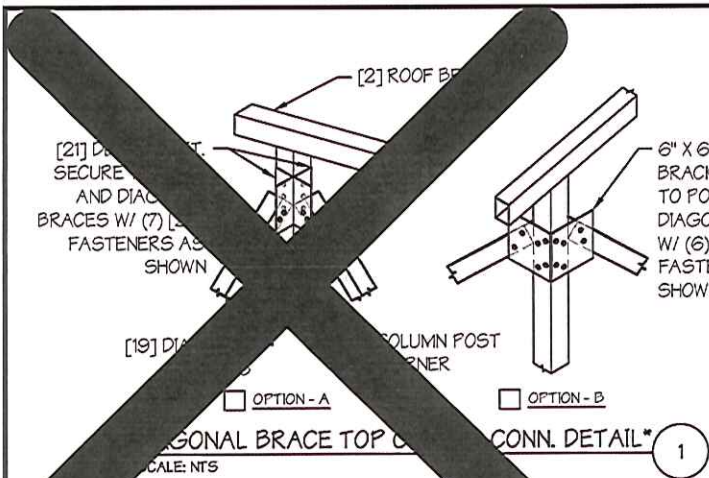
SEAL:

STATE OF MICHIGAN REGISTERED PROFESSIONAL ENGINEER
OMAR A. ABU-YASEIN
ENGINEER
NO. 6201040679

GABLE BRACING NOTE

- GABLE BRACE IS ONLY REQUIRED FOR PARTIALLY ENCLOSED END WALLS (END WALL POSTS ARE NOT ANCHORED TO THE GROUND).
- FULLY ENCLOSED OR OPEN END WALLS DO NOT REQUIRE GABLE BRACING.

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DIAGONAL BRACING AT CORNERS
SCALE: NTS

CORNER BRACING NOTES:

- DIAGONAL BRACING AT BUILDING CORNERS IS REQUIRED FOR ALL BUILDINGS IN LOCATIONS WHERE WIND SPEED IS 140 MPH OR GREATER.
 - FOR 3 SIDED ENCLOSED BUILDINGS 140 MPH OR GREATER WIND SPEED - THE BUILDING MUST BE DESIGNED WITH OPEN BUILDING SPACING AND DIAGONAL BRACING IS REQUIRED ON ALL ENCLOSED WALLS.
- SIDE-WALL DIAGONAL BRACING IS REQUIRED WHEN THE ADJACENT END-WALL IS PARTIALLY ENCLOSED.
- ALL BUILDINGS WITH IRREGULAR ENCLOSURE (SEE SHEET 5) WILL REQUIRE SIDE-WALL BRACING CLOSE TO THE PARTIALLY ENCLOSED END-WALL.

* INSIDE VIEW SHOWN FOR CLARITY

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ENGINEERED BY:



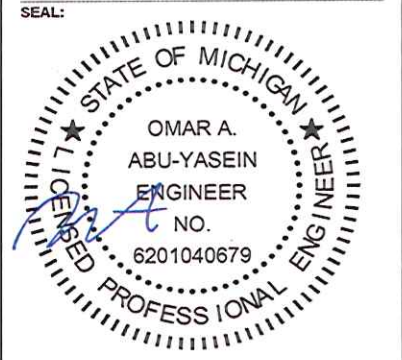
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 LOCATION: STATE OF MICHIGAN
 PROJECT NO.: 451-24-1667
 SHEET TITLE: CORNER BRACING DETAILS
 SHEET NO.: 9 / 11

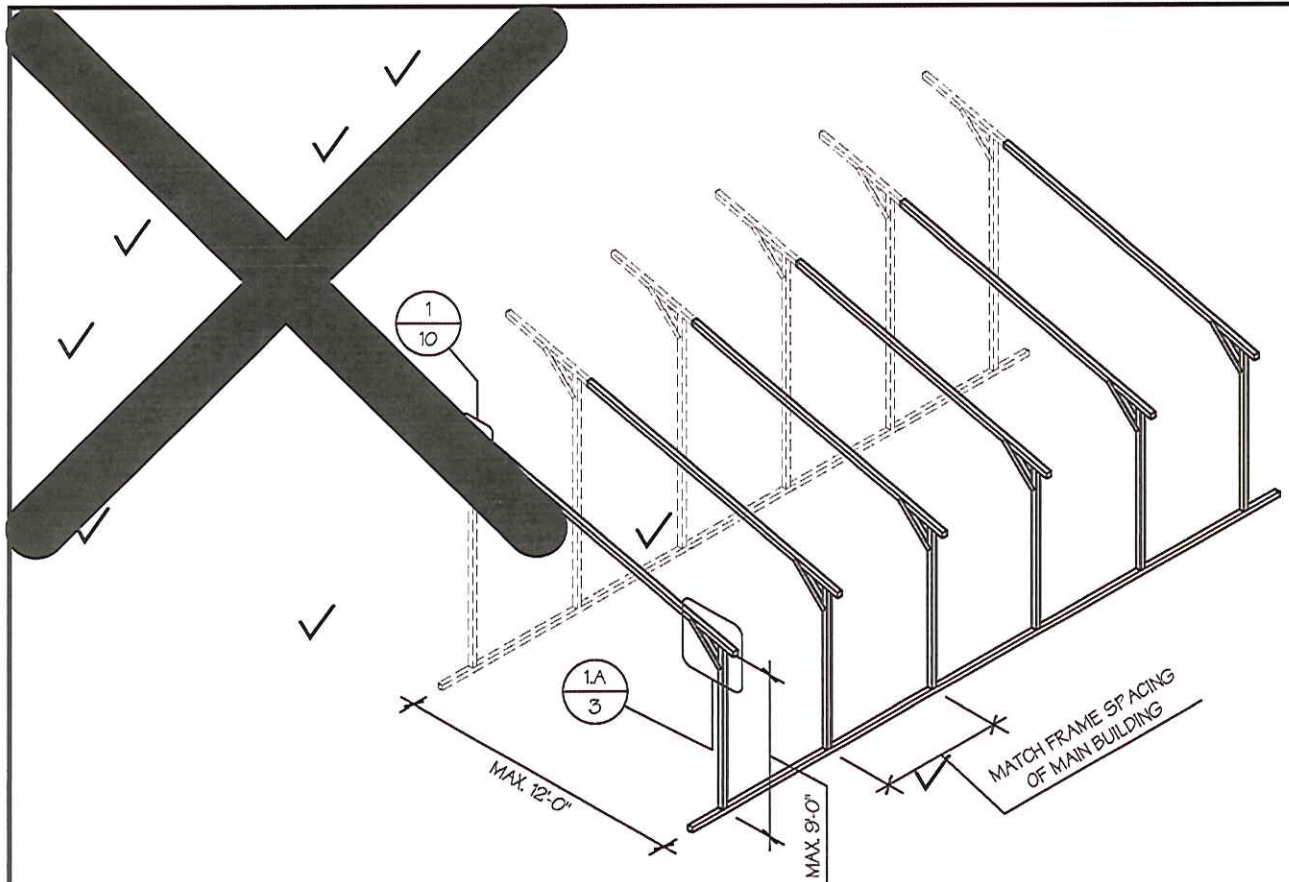
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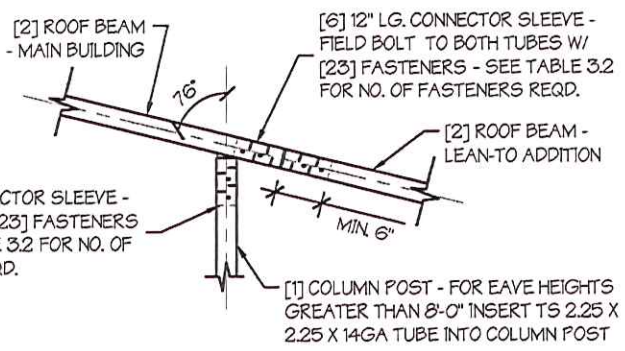
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OPTIONAL LEAN-TO ADDITION
SCALE: NTS



LEAN-TO ATTACHMENT DETAIL 1
SCALE: NTS

LEAN-TO ADDITION NOTES:

- LEAN-TO ADDITIONS CAN BE ADDED ON EITHER OR BOTH SIDES OF THE BUILDING.
- ROOF SLOPE, PURLIN, GIRT AND FRAME SPACING OF THE ADDITION HAVE TO MATCH THAT OF THE MAIN STRUCTURE.
- IF THE LEAN-TO ADDITION IS "OPEN" (BOTH END WALLS OR SIDE WALL IS NOT ENCLOSED), THE DESIGN OF THE MAIN BUILDING HAS TO USE THE FRAME SPACING OF AN OPEN BUILDING FROM TABLE 4.

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ENGINEERED BY:



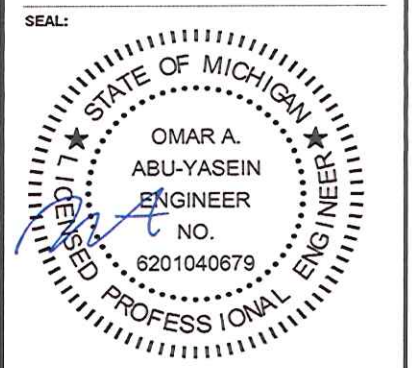
DRAWING INFORMATION

PROJECT: 18' WIDE
 LOCATION: STATE OF MICHIGAN
 PROJECT NO.: 451-24-1667
 SHEET TITLE: OPTIONAL LEAN-TO ADDITION
 SHEET NO.: 10 / 11

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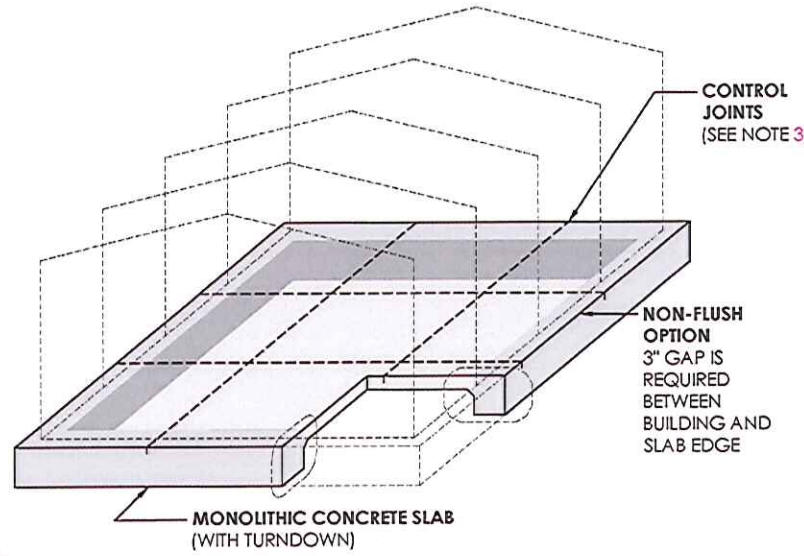


NON-FLUSH CONCRETE SLAB FOUNDATION NOTES:

1. LENGTH AND WIDTH OF THE SLAB SHALL BE GREATER (3" GAP BUILDING PERIMETER ON ALL SIDES) THAN THE FOOTING OF THE BUILDING TO A MINIMUM ANCHOR EDGE DISTANCE.
 2. DEPTH OF TURN DOWN FOR ALL SHALL BE GREATER THAN FROST DEPTH AS SPECIFIED PER LOCAL CODE.
 3. CONTROL JOINTS SHALL BE LOCATED SO AS TO LIMIT MAX. SLAB SPANS TO 20'.
 4. ASSUMED SOIL BEARING CAPACITY IS TO BE A MIN. OF 1500 PSF.
 5. CONCRETE STRENGTH SHALL BE A MIN OF 2500 PSI @ 28 DAYS.
 6. NOTCH DETAILS SHALL BE PROVIDED BY DOOR MANUFACTURER.
 7. IT IS THE RESPONSIBILITY OF THE CONCRETE CONTRACTOR TO SECURELY VERIFY ALL DESIGN REQUIREMENTS PRIOR TO STARTING ANY WORK.
- NOTICE: FOUNDATION POURED PRIOR TO BUILDING DEPARTMENTS SHALL BE CONSIDERED "OTHERS", AND IT'S NOT BEING CERTIFIABLE BY THIS ENGINEER'S RECORD.

ANCHORAGE NOTES:

1. ANCHORS ARE TO BE CONCRETE WEDGE OR EXPANSION ANCHORS.
 2. MIN. EMBEDMENT DEPTH TO BE 3".
 3. MINIMUM SPACING BETWEEN TWO ADJACENT ANCHORS TO BE 4".
 4. ANCHORS TO BE SPACED NO MORE THAN 6" FROM POSTS.
 5. REF. TABLE 11 FOR ANCHORAGE SCHEDULE.
- IN LOCATIONS REQUIRING TWO ANCHORS DUE TO WIND, ONE ANCHOR IS TO BE ON EACH SIDE OF THE COLUMN POST.
 - AT MINIMUM, 1 CONCRETE ANCHOR SHALL BE LOCATED NEXT TO EVERY POST AND 1 ANCHOR ON EITHER SIDE OF OPENINGS.
 - AT MINIMUM, 2 ANCHORS SHALL BE INSTALLED AT CORNERS OF ENCLOSED BUILDINGS WITH END WALLS - ONE ON EACH BASE RAIL.

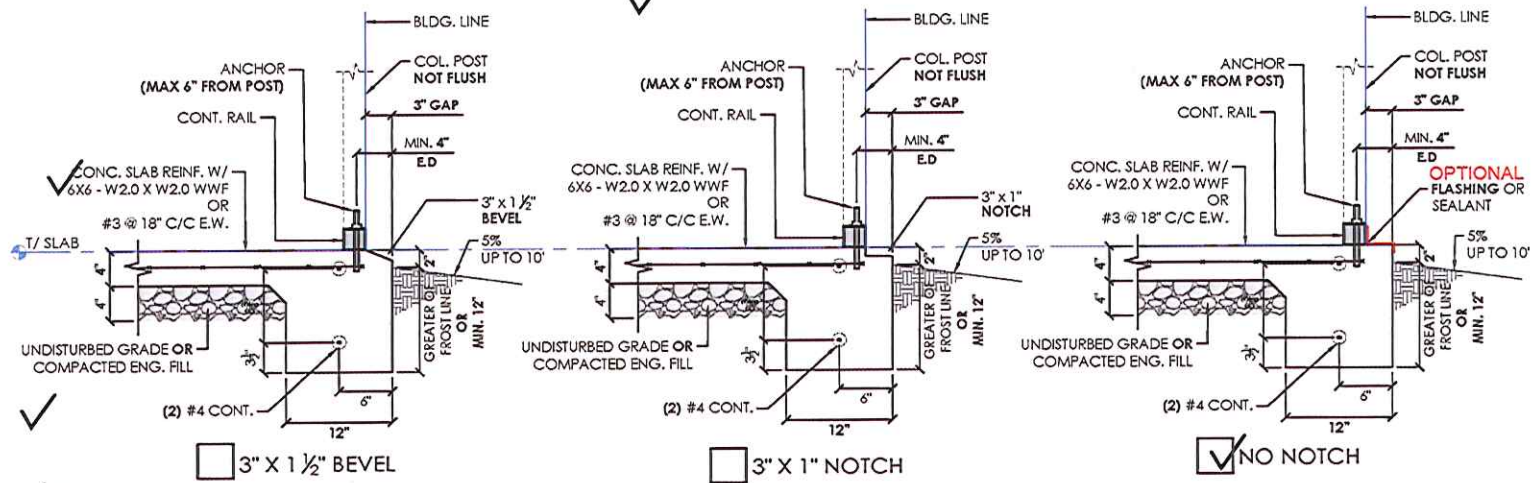


NON-FLUSH CONCRETE SLAB

SCALE: NTS

TABLE 11 : ANCHORAGE SCHEDULE

ENCLOSURE	WIND SPEED (MPH)	ANCHOR SIZE/NUMBER
ENCLOSED	105 TO 135	(1) 1/2"Ø X 7"
	136 TO 180	(2) 1/2"Ø X 7"
OPEN	105 TO 135	(1) 1/2"Ø X 7"
	136 TO 180	(2) 1/2"Ø X 7"



NON-FLUSH / OFFSET PERIMETER DETAIL
SCALE: NTS

MANUFACTURED BY:



ENGINEERED BY:



DRAWING INFORMATION

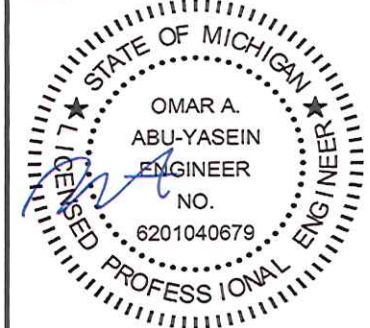
PROJECT: 18' WIDE
 LOCATION: STATE OF MICHIGAN
 PROJECT NO.: 451-24-1667
 SHEET TITLE: FOUNDATION OPTION 1: CONCRETE SLAB
 SHEET NO.: 11-A / 11

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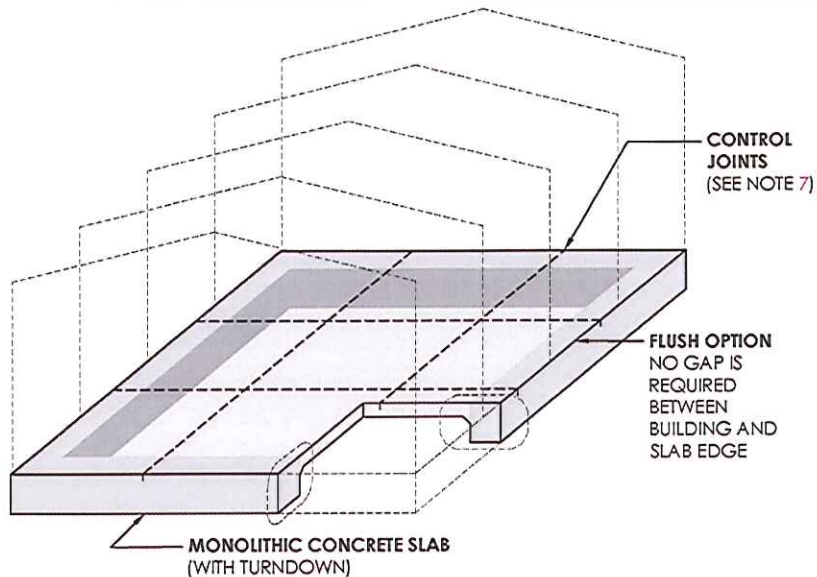
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FLUSH CONCRETE SLAB FOUNDATION NOTES:

1. THICKNESS OF THE SLAB SHALL EQUAL THE FOOTING OF THE COLUMN. **ANCHORS CANNOT BE INSTALLED INTO THE BASE RAIL.** ANCHORS SHALL BE INSTALLED THROUGH ANGLES OR INTERNAL TUBE PIECES (REF. DETAIL 1) TO AVOID ANCHOR EDGE DISTANCE.
 2. DEPTH OF TURNDOWN FROM FINISH GRADE SHALL BE GREATER THAN FROST DEPTH AS SPECIFIED PER CODE.
 3. CONTROL JOINTS SHALL BE LOCATED SO AS TO LIMIT MAX. SLAB SPANS TO 20' IN ANY DIRECTION.
 4. ASSUMED SOIL BEARING CAPACITY IS TO BE A MIN. OF 1500 PSF.
 5. CONCRETE STRENGTH TO BE A MIN. OF 2500 PSI @ 28 DAYS.
 6. **NOTCH DETAIL FOR DOORS** SHALL BE PROVIDED BY DOOR MANUFACTURER.
 7. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURELY VERIFY ALL DESIGN DETAILS PRIOR TO STARTING ANY WORK.
- NOTE: FOUNDATION POURED PRIOR TO BUILDING DEPARTMENTS. INSTALLATION OF THESE GENERICS, IS CONSIDERED "FIELD CHANGES", AND IT'S RESPONSIBILITY IS NO LONGER CERTIFIABLE BY THIS ENGINEER'S RECORD.

ANCHORAGE NOTES:

1. ANCHORS ARE TO BE CONCRETE WEDGE OR EXPANSION ANCHORS.
 2. MIN. EMBEDMENT DEPTH TO BE 3".
 3. MINIMUM SPACING BETWEEN TWO ADJACENT ANCHORS TO BE 4".
 4. ANCHORS TO BE SPACED NO MORE THAN 6" FROM POSTS.
 5. REF. TABLE 11 FOR ANCHORAGE SCHEDULE.
- IN LOCATIONS REQUIRING TWO ANCHORS DUE TO WIND, ONE ANCHOR IS TO BE ON EACH SIDE OF THE COLUMN POST.
 - AT MINIMUM, 1 CONCRETE ANCHOR SHALL BE LOCATED NEXT TO EVERY POST AND 1 ANCHOR ON EITHER SIDE OF OPENINGS.
 - AT MINIMUM, 2 ANCHORS SHALL BE INSTALLED AT CORNERS OF ENCLOSED BUILDINGS WITH END WALLS - ONE ON EACH BASE RAIL.

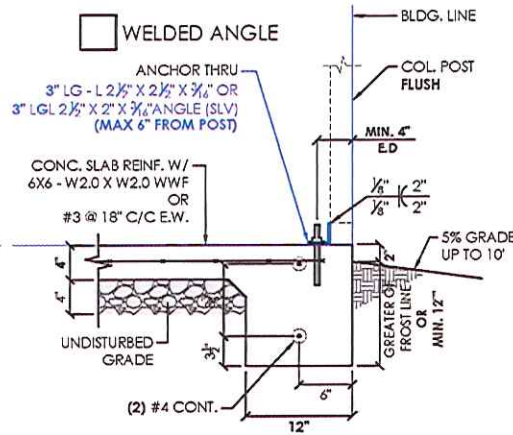
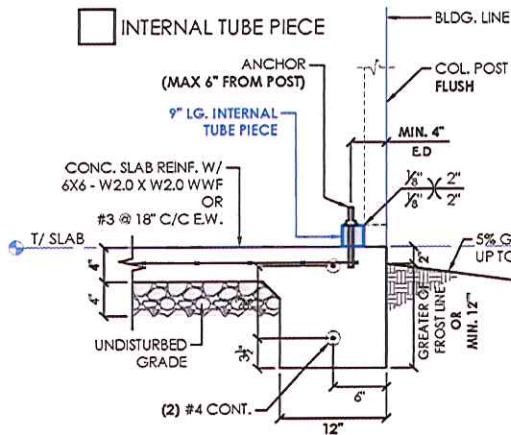


FLUSH CONCRETE SLAB

SCALE: NTS

TABLE 11 : ANCHORAGE SCHEDULE

ENCLOSURE	WIND SPEED (MPH)	ANCHOR SIZE/NUMBER
ENCLOSED	105 TO 135	(1) 1/2"Ø X 7"
	136 TO 180	(2) 1/2"Ø X 7"
OPEN	105 TO 135	(1) 1/2"Ø X 7"
	136 TO 180	(2) 1/2"Ø X 7"



1 FLUSH PERIMETER DETAIL
SCALE: NTS

MANUFACTURED BY:



ENGINEERED BY:



DRAWING INFORMATION

PROJECT: 18' WIDE
 LOCATION: STATE OF MICHIGAN
 PROJECT NO.: 451-24-1667
 SHEET TITLE: FOUNDATION OPTION 1: FLUSH CONCRETE SLAB

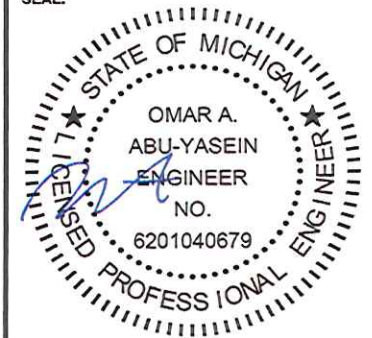
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TABLE 11-B.1: ANCHOR SCHEDULE

ENCLOSURE	WIND SPEED (MPH)	ANCHOR SIZE/NUMBER
ENCLOSURE	105 TO 135	(1) 1/2"
ENCLOSURE	135 TO 180	(2)
OPEN	105 TO 135	1" X 7"
OPEN	135 TO 180	1 1/2" X 7"

NOTES:

- ANCHORS ARE TO BE INSTALLED WITH CONCRETE WEDGE OR EXPANSION ANCHORS.
- MIN. EMBEDMENT WITH 1" FROM FACE.
- ANCHORS TO BE SPACED NOT LESS THAN 6" FROM EACH OTHER.

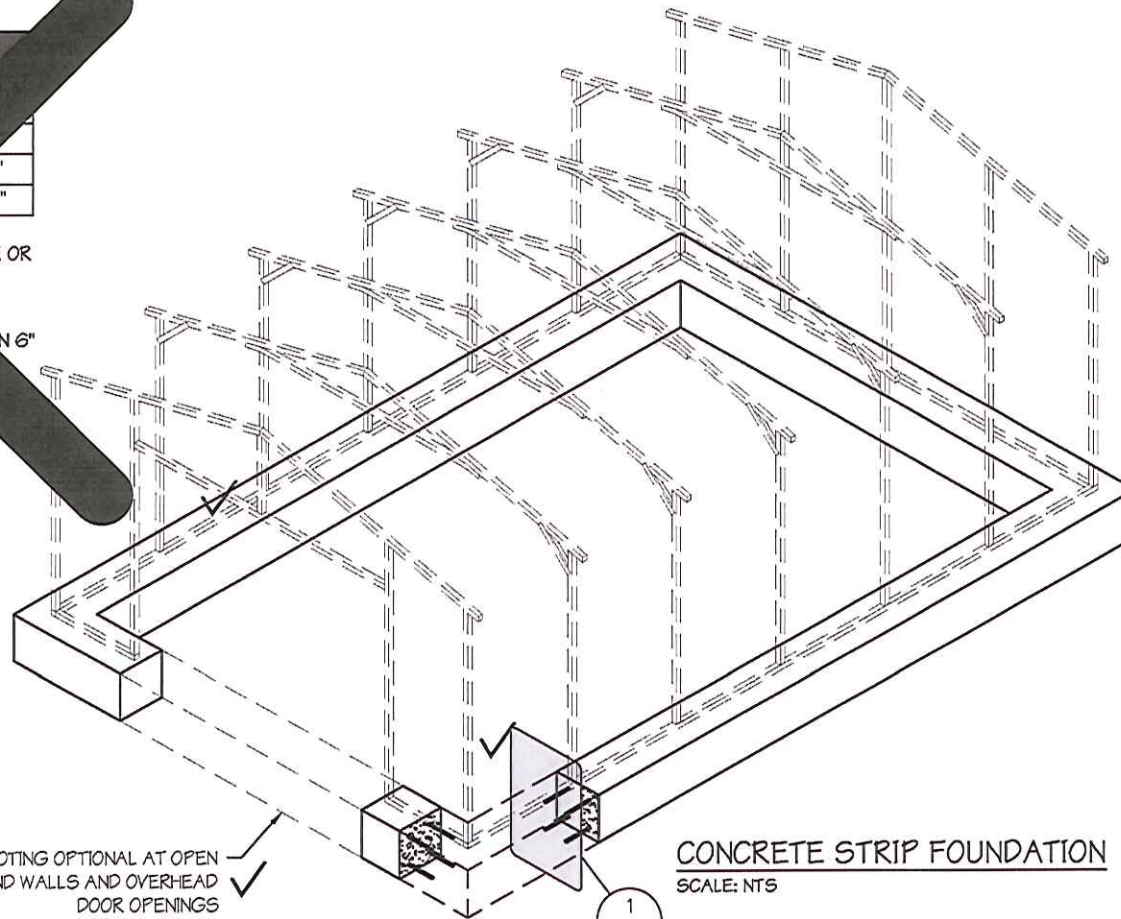
TABLE 11-B.2: CONC. STRIP SCHEDULE

WIND SPEED (MPH)	MIN. SIZE REQD.
105 TO 130	12" X 12"
140 TO 155	18" X 12"
165 TO 180	26" X 12"
	21" X 15"
	18" X 18"

NOTES:

- WIDTH AND DEPTH DIMENSIONS CAN BE INTERCHANGED.

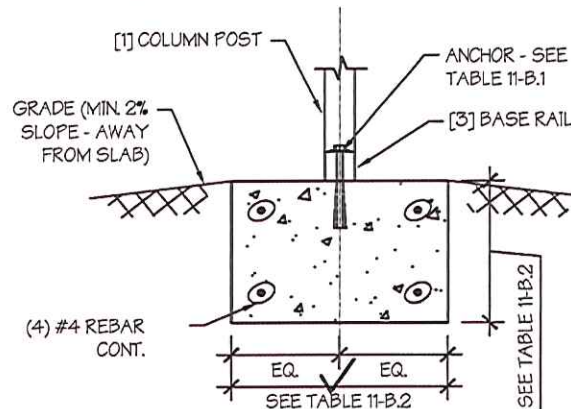
FOOTING OPTIONAL AT OPEN END WALLS AND OVERHEAD DOOR OPENINGS



CONCRETE STRIP FOUNDATION
SCALE: NTS

CONCRETE STRIP FOUNDATION NOTES:

- DESIGNS SHOWN ON THIS SHEET ARE FOR CONCRETE STRIP FOUNDATION. ANY OF THE FOUNDATIONS SHOWN ON SHEETS 11-A THRU C CAN BE USED.
- CONCRETE ANCHORS SHALL BE LOCATED NEXT TO EVERY POST AND ON EITHER SIDE OF OPENINGS. TWO ANCHORS SHALL BE INSTALLED AT CORNERS OF ENCLOSED BUILDINGS WITH END WALLS - ONE ON EACH BASE RAIL IN LOCATIONS REQUIRING TWO ANCHORS DUE TO WIND, ONE ANCHOR IS TO BE ON EACH SIDE OF THE COLUMN POST.
- MIN. NUMBER OF CONCRETE ANCHORS PER POST SHALL BE AS SHOWN IN TABLE 11-B.1.
- ANCHORS IN CLOSE PROXIMITY TO EACH OTHER MUST HAVE A MIN. 4" SPACING.
- DEPTH OF CONCRETE STRIP FOOTING SHALL BE GREATER THAN FROST DEPTH SPECIFIED PER LOCAL CODE.
- ASSUMED SOIL BEARING CAPACITY IS TO BE A MIN. OF 1500 PSF.
- CONCRETE STRENGTH TO BE A MIN. OF 2500 PSI @ 28 DAYS.
- BUILDING IS TO BE MOUNTED ON THE CENTER OF THE STRIP FOUNDATION.



CONCRETE STRIP FOUNDATION DETAIL
SCALE: NTS

MANUFACTURED BY:



ENGINEERED BY:



DRAWING INFORMATION

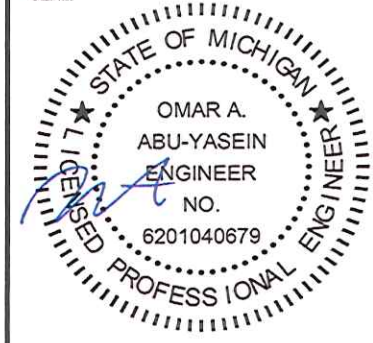
PROJECT: 18' WIDE
 LOCATION: STATE OF MICHIGAN
 PROJECT NO.: 451-24-1667
 SHEET TITLE: FOUNDATION OPTION 2: CONCRETE STRIP
 SHEET NO.: 11-B / 11

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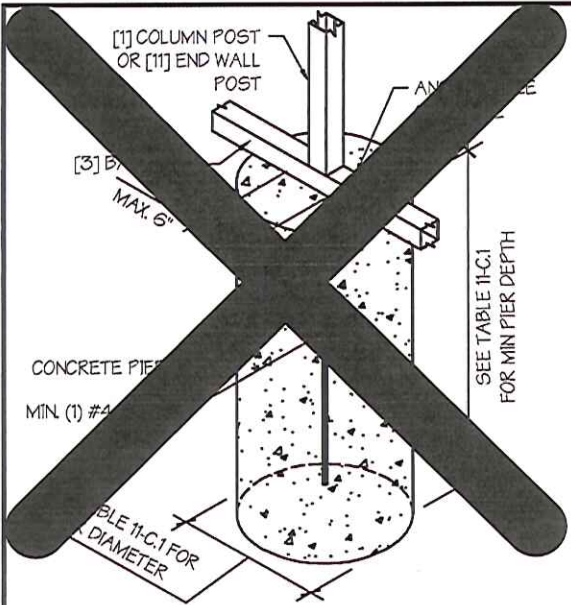
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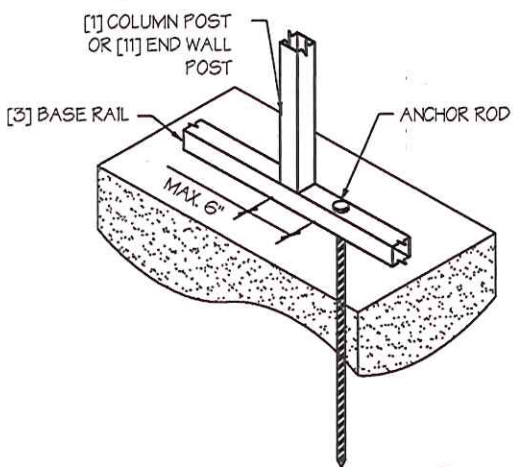
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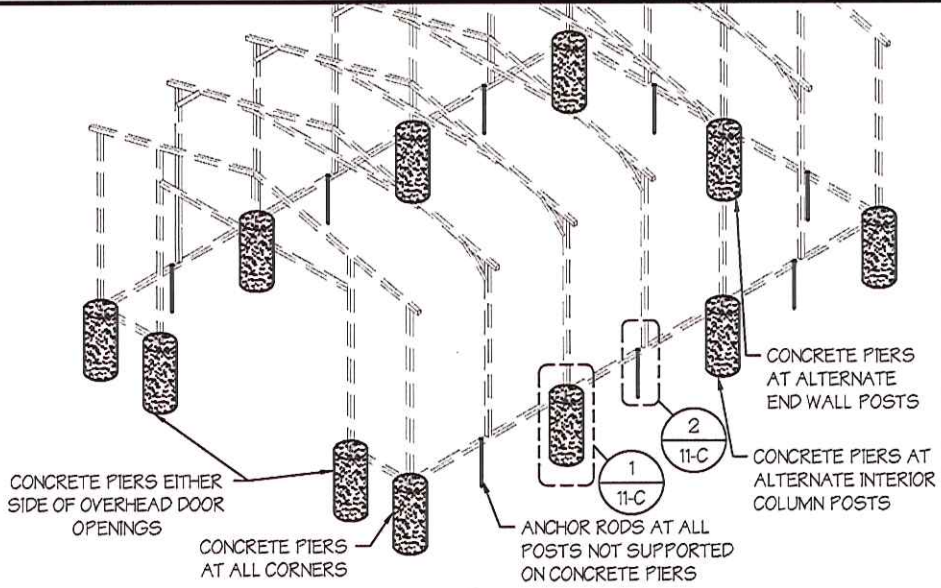
CONCRETE PIER DETAIL
SCALE: NTS



ANCHOR ROD INTO SOIL DETAIL
SCALE: NTS

TABLE 11-C.1: CONC. PIER SCHEDULE

WIND SPEED (MPH)	MIN. SIZE REQD.
□ 105 TO 130	18"Ø X 36"
□ 140 TO 155	18"Ø X 42"
□ 165 TO 180	18"Ø X 48"



CONCRETE PIER FOUNDATION
SCALE: NTS

CONCRETE PIER FOUNDATION NOTES:

- DESIGNS SHOWN ON THIS SHEET ARE FOR CONCRETE PIER FOUNDATION. ANY OF THE FOUNDATIONS SHOWN ON SHEETS 11-A THRU C CAN BE USED.
- CONCRETE PIERS SHALL BE LOCATED AT ALL 4 CORNERS, ON EACH SIDE OF OVERHEAD DOOR OPENINGS AND ON ALTERNATE INTERIOR COLUMN POSTS AND END WALLS POSTS.
- TWO ANCHORS SHALL BE INSTALLED AT CORNERS OF ENCLOSED BUILDINGS WITH END WALLS - ONE ON EACH BASE RAIL. IN LOCATIONS REQUIRING TWO ANCHORS DUE TO WIND, ONE ANCHOR IS TO BE ON EACH SIDE OF THE COLUMN POST WITH A PIER.
- ANCHORS IN CLOSE PROXIMITY TO EACH OTHER MUST HAVE A MIN. 4" SPACING.
- MIN. NUMBER OF CONCRETE ANCHORS PER POST WITH A PIER SHALL BE AS SHOWN IN TABLE 11-C.2.
- TWO ANCHORS AND A PIER ARE REQUIRED AT DIAGONAL BRACING LOCATIONS WHEN REQUIRED.
- ALL POSTS NOT SUPPORTED ON CONCRETE PIERS SHALL BE ANCHORED TO THE GROUND WITH A 1/2" X 30" LG. THREADED ROD. RODS WILL HAVE A PRE-FORMED HEAD AT THE TOP AND ONE COAT OF RUST PROOF MATERIAL.
- PIERS SHALL BE FORMED BY DIGGING A HOLE OF THE SAME SIZE AS THE PIER ON LEVEL GRADE AND FILLING IT WITH CONCRETE. THRD. ROD ANCHORS SHOULD BE DROPPED INTO THE PIERS PRIOR TO POURING THE CONCRETE.
- ASSUMED SOIL BEARING CAPACITY IS TO BE A MIN. OF 1500 PSF.
- CONCRETE STRENGTH TO BE A MIN OF 2500 PSI @ 28 DAYS.

TABLE 11-C.2: ANCHOR SCHEDULE

ENCLOSURE	WIND SPEED (MPH)	ANCHOR SIZE/NUMBER
ENCLOSED	□ 105 TO 135	(1) 1/2"Ø X 7"
	□ 136 TO 180	(2) 1/2"Ø X 7"
OPEN	□ 105 TO 135	(1) 1/2"Ø X 7"
	□ 136 TO 180	(2) 1/2"Ø X 7"

NOTES:

- ANCHORS ARE TO BE CONCRETE WEDGE OR EXPANSION ANCHORS.
- MIN. EMBEDMENT DEPTH TO BE 2 3/8".
- ANCHORS TO BE SPACED NO MORE THAN 6" FROM POSTS.

MANUFACTURED BY:

ENGINEERED BY:

DRAWING INFORMATION

PROJECT: 18' WIDE
 LOCATION: STATE OF MICHIGAN
 PROJECT NO.: 451-24-1667
 SHEET TITLE: FOUNDATION OPTION 3: CONCRETE PIERS
 SHEET NO.: 11-C / 11

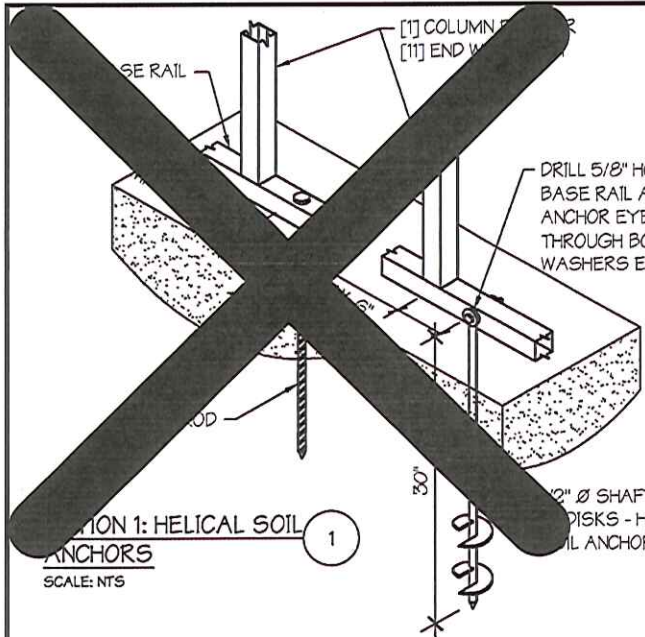
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LEGAL INFORMATION

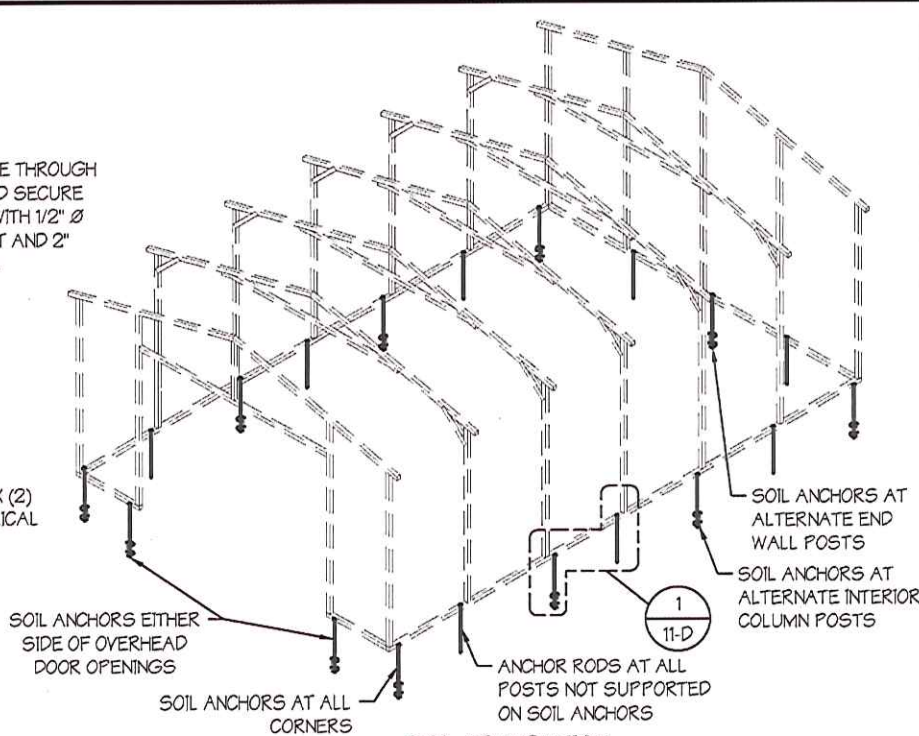
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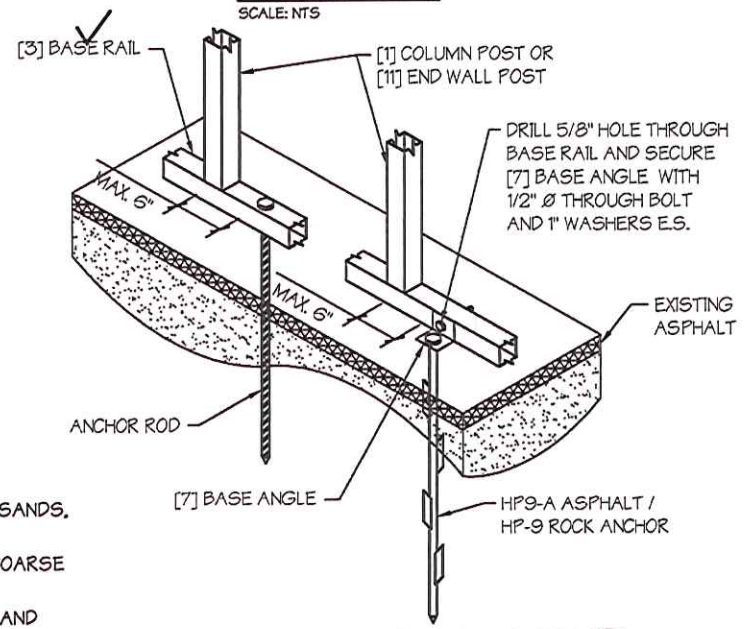
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OPTION 1: HELICAL SOIL ANCHORS
SCALE: NTS



SOIL FOUNDATION
SCALE: NTS



OPTION 2: ROCK / ASPHALT ANCHORS
SCALE: NTS

SOIL FOUNDATION NOTES:

- DESIGNS SHOWN ON THIS SHEET ARE FOR SOIL ANCHOR FOUNDATION.
- SOIL ANCHORS (HELICAL OR ROCK/ASPALT) SHALL BE LOCATED AT ALL 4 CORNERS, ON EACH SIDE OF OVERHEAD DOOR OPENINGS, ON POSTS WITH DIAGONAL BRACING IF REQUIRED, AND ON ALTERNATE INTERIOR COLUMN POSTS AND END WALLS POSTS.
- HELICAL ANCHORS ARE TO BE USED ONLY IF THE DRIVING TORQUE INTO THE GROUND IS 150 FT-LBS OR GREATER. MANUFACTURER IS NOT RESPONSIBLE FOR SOIL QUALITY AT SITE.
- HELICAL ANCHORS CAN ONLY BE USED FOR CLASS 2, 3 & 4 SOILS (SEE SOIL CLASSIFICATIONS THIS PAGE).
- ALL POSTS WITH NO ANCHORS ADJACENT SHALL BE ANCHORED TO THE GROUND WITH A 1/2" X 30" LG. ROD. RODS WILL HAVE A PRE-FORMED HEAD AT THE TOP AND ONE COAT OF RUST PROOF MATERIAL.
- ASSUMED SOIL BEARING CAPACITY IS TO BE A MIN. OF 1500 PSF.

SOIL CLASSIFICATIONS:

SOIL CLASS	DESCRIPTION
2	SANDY GRAVEL AND GRAVEL, VERY THIN DENSE AND/OR CEMENTED SANDS, COARSE GRAVEL/COBBLES, PRELOADED SILTS, CLAYS AND CORAL.
3	SAND, SILTY SAND, CLAYEY SAND, SILTY GRAVEL, MEDIUM DENSE COARSE SANDS, SANDY GRAVEL, VERY STIFF SILT AND SANDY CLAYS.
4	LOOSE TO MEDIUM DENSE SANDS, FIRM TO STIFF CLAYS AND SILTS AND ALLUVIAL FILLS.

"FROM HUD "MODEL MANUFACTURED HOME INSTALLATION STANDARDS"

MANUFACTURED BY:

ENGINEERED BY:

DRAWING INFORMATION

PROJECT: 18' WIDE

LOCATION: STATE OF MICHIGAN

PROJECT NO.: 451-24-1667

SHEET TITLE: FOUNDATION OPTION 4: SOIL ANCHORS

SHEET NO.: 11-D / 11

CHECKED BY: OAA DATE: 1/25/24

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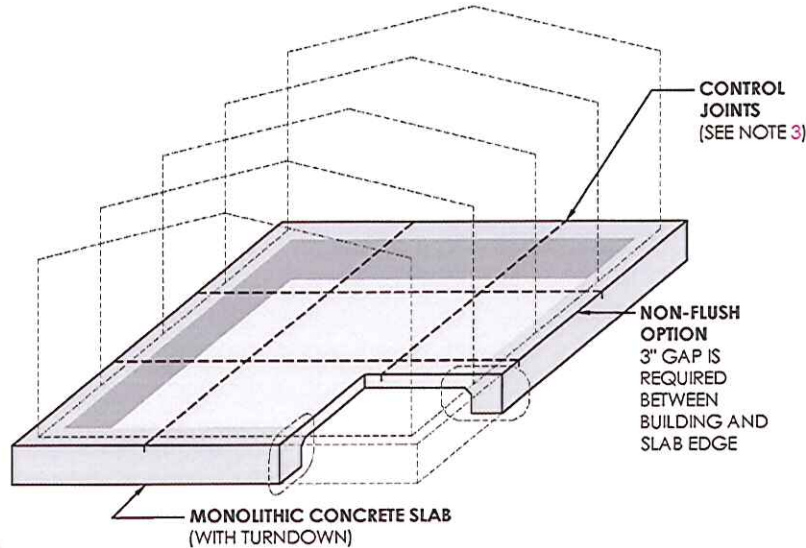
NON-FLUSH CONCRETE SLAB FOUNDATION NOTES:

1. THE LENGTH AND WIDTH OF THE SLAB SHALL +6" GREATER (3" GAP AROUND BUILDING PERIMETER ON ALL 4 SIDES) THAN THE FOOT-PRINT OF THE BUILDING TO ALLOW ANCHOR EDGE DISTANCE.
2. DEPTH OF SLAB TURN DOWN FOOTING SHALL BE GREATER THAN FROST DEPTH SPECIFIED PER LOCAL CODE.
3. CONTROL JOINTS SHALL BE PLACED SO AS TO LIMIT MAX. SLAB SPANS TO 20' IN EACH DIRECTION.
4. ASSUMED SOIL BEARING CAPACITY IS TO BE A MIN. OF 1500 PSF.
5. CONCRETE STRENGTH TO BE A MIN OF 2500 PSI @ 28 DAYS.
6. **NOTCH DETAILS** AT DOORS SHALL BE PROVIDED BY DOOR MANUFACTURER.
7. IT IS THE RESPONSIBILITY OF THE CONCRETE CONTRACTOR TO SECURE AND VERIFY ALL DESIGN DETAILS PRIOR TO STARTING ANY WORK.

NOTE: ANY FOUNDATION POURED PRIOR TO BUILDING DEPARTMENTS APPROVAL OF THESE GENERICS, IS CONSIDERED "BY OTHERS", AND IT'S DESIGN IS NO LONGER CERTIFIABLE BY THIS ENGINEER OF RECORD.

ANCHORAGE NOTES:

1. ANCHORS ARE TO BE CONCRETE WEDGE OR EXPANSION ANCHORS.
 2. MIN. EMBEDMENT DEPTH TO BE 3".
 3. MINIMUM SPACING BETWEEN TWO ADJACENT ANCHORS TO BE 4".
 4. ANCHORS TO BE SPACED NO MORE THAN 6" FROM POSTS.
 5. REF. TABLE 11 FOR ANCHORAGE SCHEDULE.
- IN LOCATIONS REQUIRING TWO ANCHORS DUE TO WIND, ONE ANCHOR IS TO BE ON EACH SIDE OF THE COLUMN POST.
 - AT MINIMUM, 1 CONCRETE ANCHOR SHALL BE LOCATED NEXT TO EVERY POST AND 1 ANCHOR ON EITHER SIDE OF OPENINGS.
 - AT MINIMUM, 2 ANCHORS SHALL BE INSTALLED AT CORNERS OF ENCLOSED BUILDINGS WITH END WALLS - ONE ON EACH BASE RAIL.

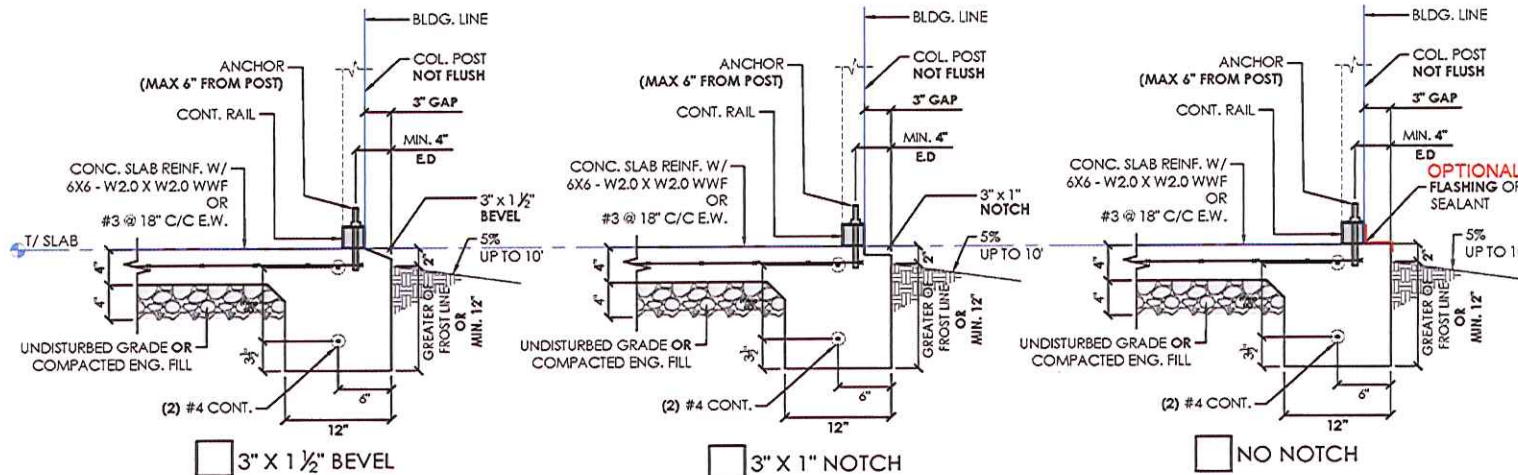


NON-FLUSH CONCRETE SLAB

SCALE : NTS

TABLE 11 : ANCHORAGE SCHEDULE

ENCLOSURE	WIND SPEED (MPH)	ANCHOR SIZE/NUMBER
ENCLOSED	□105 TO 135	(1) 1/2"Ø X 7"
	□136 TO 180	(2) 1/2"Ø X 7"
OPEN	□105 TO 135	(1) 1/2"Ø X 7"
	□136 TO 180	(2) 1/2"Ø X 7"



1 NON-FLUSH / OFFSET PERIMETER DETAIL
SCALE : NTS

MANUFACTURED BY:



ENGINEERED BY:



DRAWING INFORMATION

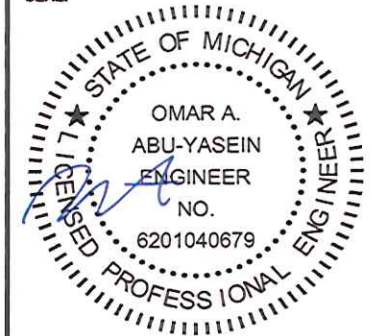
PROJECT: 18' WIDE
 LOCATION: STATE OF MICHIGAN
 PROJECT NO.: 451-24-1667
 SHEET TITLE: FOUNDATION OPTION 1: CONCRETE SLAB
 SHEET NO.: 11-A / 11

CHECKED BY: OAA DATE: 1/25/24

LEGAL INFORMATION

- ANY DUPLICATION OF THIS DRAWING IN WHOLE OR PART IS STRICTLY FORBIDDEN. ANYONE DOING SO WILL BE PROSECUTED UNDER THE FULL EXTENT OF THE LAW.
 - DRAWINGS VALID UP TO 1 YEAR FROM DATE OF ISSUE.

SEAL:



STAMP EXPIRY: 03-24-2026
 DATE SIGNED: 06-12-2024

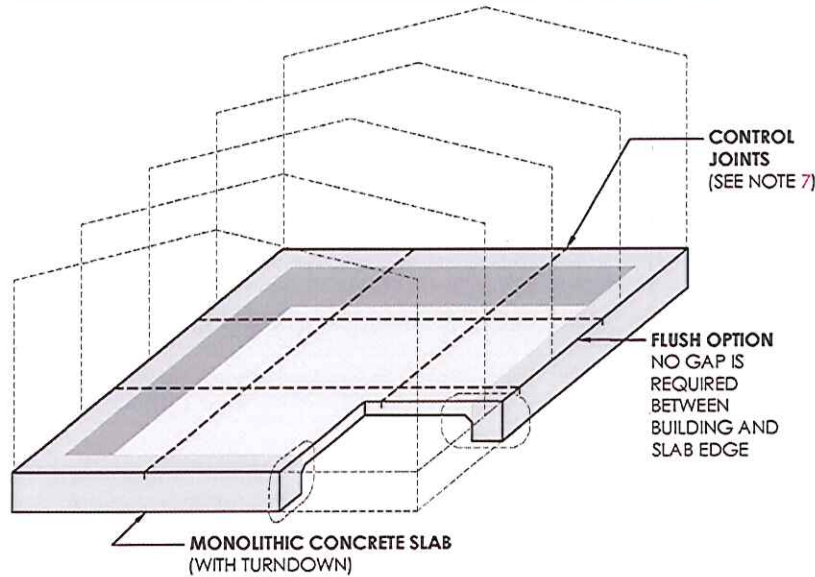
FLUSH CONCRETE SLAB FOUNDATION NOTES:

1. THE SIZE OF THE SLAB SHALL EQUAL THE FOOT-PRINT OF THE BUILDING. **ANCHORS CANNOT BE INSTALLED THRU THE BASE RAIL. ANCHORS SHALL BE INSTALLED THRU WELDED ANGLES OR INTERNAL TUBE PIECES** (REF. DETAIL 1) TO ALLOW ANCHOR EDGE DISTANCE.
2. DEPTH OF SLAB TURN DOWN FOOTING SHALL BE GREATER THAN FROST DEPTH SPECIFIED PER LOCAL CODE.
3. CONTROL JOINTS SHALL BE PLACED SO AS TO LIMIT MAX. SLAB SPANS TO 20' IN EACH DIRECTION.
4. ASSUMED SOIL BEARING CAPACITY IS TO BE A MIN. OF 1500 PSF.
5. CONCRETE STRENGTH TO BE A MIN OF 2500 PSI @ 28 DAYS.
6. **NOTCH DETAILS** AT DOORS SHALL BE PROVIDED BY DOOR MANUFACTURER.
7. IT IS THE RESPONSIBILITY OF THE CONCRETE CONTRACTOR TO SECURE AND VERIFY ALL DESIGN DETAILS PRIOR TO STARTING ANY WORK.

NOTE: ANY FOUNDATION POURED PRIOR TO BUILDING DEPARTMENTS APPROVAL OF THESE GENERICs, IS CONSIDERED "BY OTHERS", AND IT'S DESIGN IS NO LONGER CERTIFIABLE BY THIS ENGINEER OF RECORD.

ANCHORAGE NOTES:

1. ANCHORS ARE TO BE CONCRETE WEDGE OR EXPANSION ANCHORS.
 2. MIN. EMBEDMENT DEPTH TO BE 3".
 3. MINIMUM SPACING BETWEEN TWO ADJACENT ANCHORS TO BE 4".
 4. ANCHORS TO BE SPACED NO MORE THAN 6" FROM POSTS.
 5. REF. TABLE 11 FOR ANCHORAGE SCHEDULE.
- IN LOCATIONS REQUIRING TWO ANCHORS DUE TO WIND, ONE ANCHOR IS TO BE ON EACH SIDE OF THE COLUMN POST.
 - AT MINIMUM, 1 CONCRETE ANCHOR SHALL BE LOCATED NEXT TO EVERY POST AND 1 ANCHOR ON EITHER SIDE OF OPENINGS.
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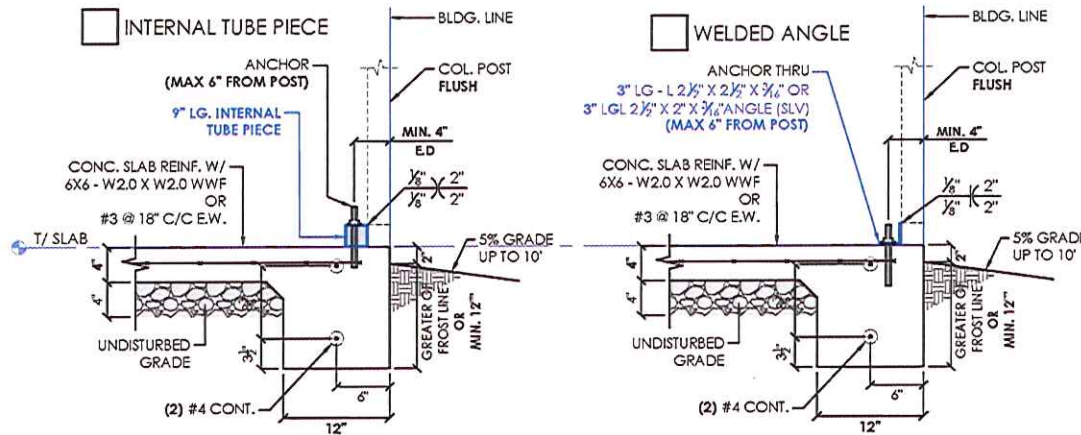


FLUSH CONCRETE SLAB

SCALE: NTS

TABLE 11 : ANCHORAGE SCHEDULE

ENCLOSURE	WIND SPEED (MPH)	ANCHOR SIZE/NUMBER
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	□136 TO 180	(2) 1/2"Ø X 7"



1 FLUSH PERIMETER DETAIL
SCALE: NTS

MANUFACTURED BY:



ENGINEERED BY:



DRAWING INFORMATION

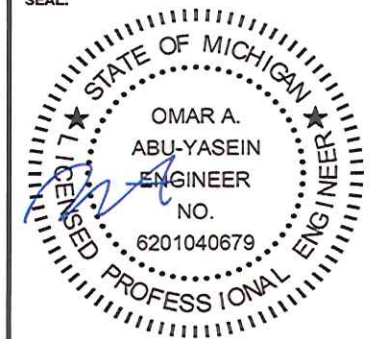
PROJECT: 18' WIDE
 LOCATION: STATE OF MICHIGAN
 PROJECT NO.: 451-24-1667
 SHEET TITLE: FOUNDATION OPTION 1: FLUSH CONCRETE SLAB
 SHEET NO.: 11-A / 11

CHECKED BY: OAA DATE: 1/25/24

LEGAL INFORMATION

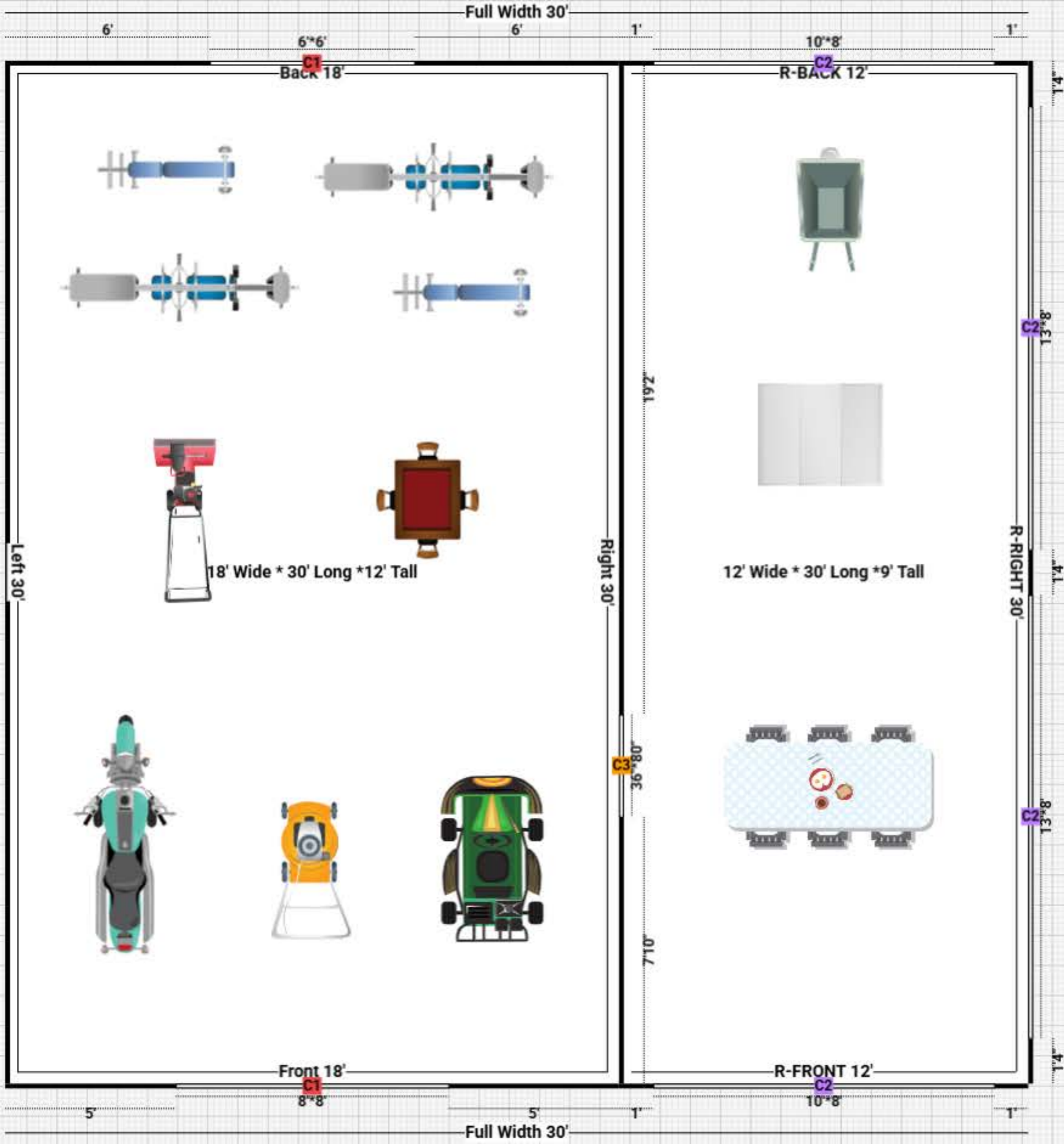
- ANY DUPLICATION OF THIS DRAWING IN WHOLE OR PART IS STRICTLY FORBIDDEN. ANYONE DOING SO WILL BE PROSECUTED UNDER THE FULL EXTENT OF THE LAW. - DRAWINGS VALID UP TO 1 YEAR FROM DATE OF ISSUE.

SEAL:



STAMP EXPIRY: 03-24-2026

DATE SIGNED: 06-12-2024



BUILDING VIEW



FRONT

Kyle Benson

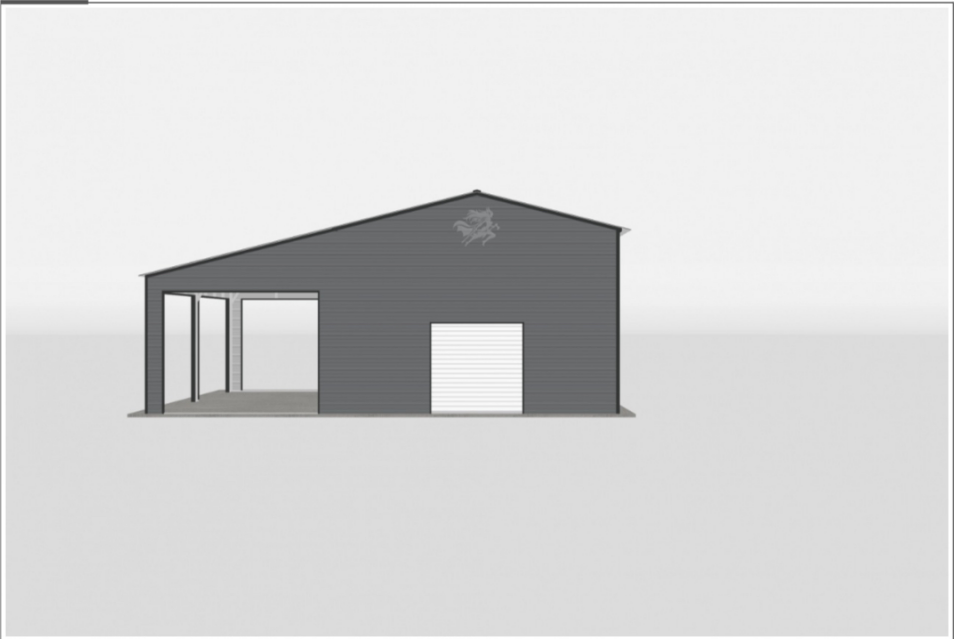
BUILDING VIEW



RIGHT

Kylem Baran

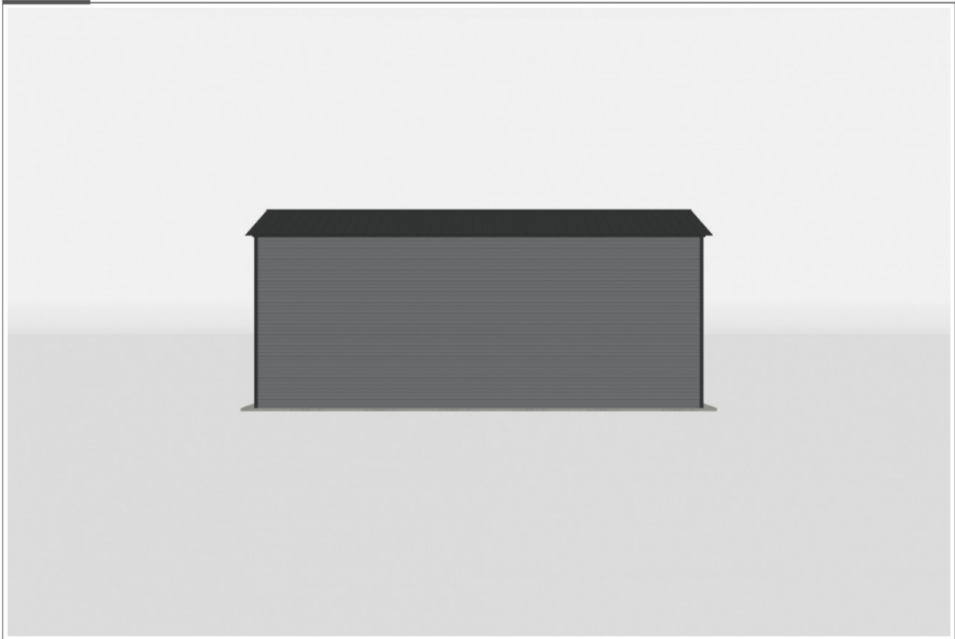
BUILDING VIEW



BACK

KylemBaron

BUILDING VIEW



LEFT

KylemBaron

**KELLI ANN AND KYLE BOCAN
16715 NORTH STANMOOR**

**REF: ACCESSORY STRUCTURE
LOW DENSITY RESIDENTIAL**

ZONING MAP

LEGEND

Zoning Districts

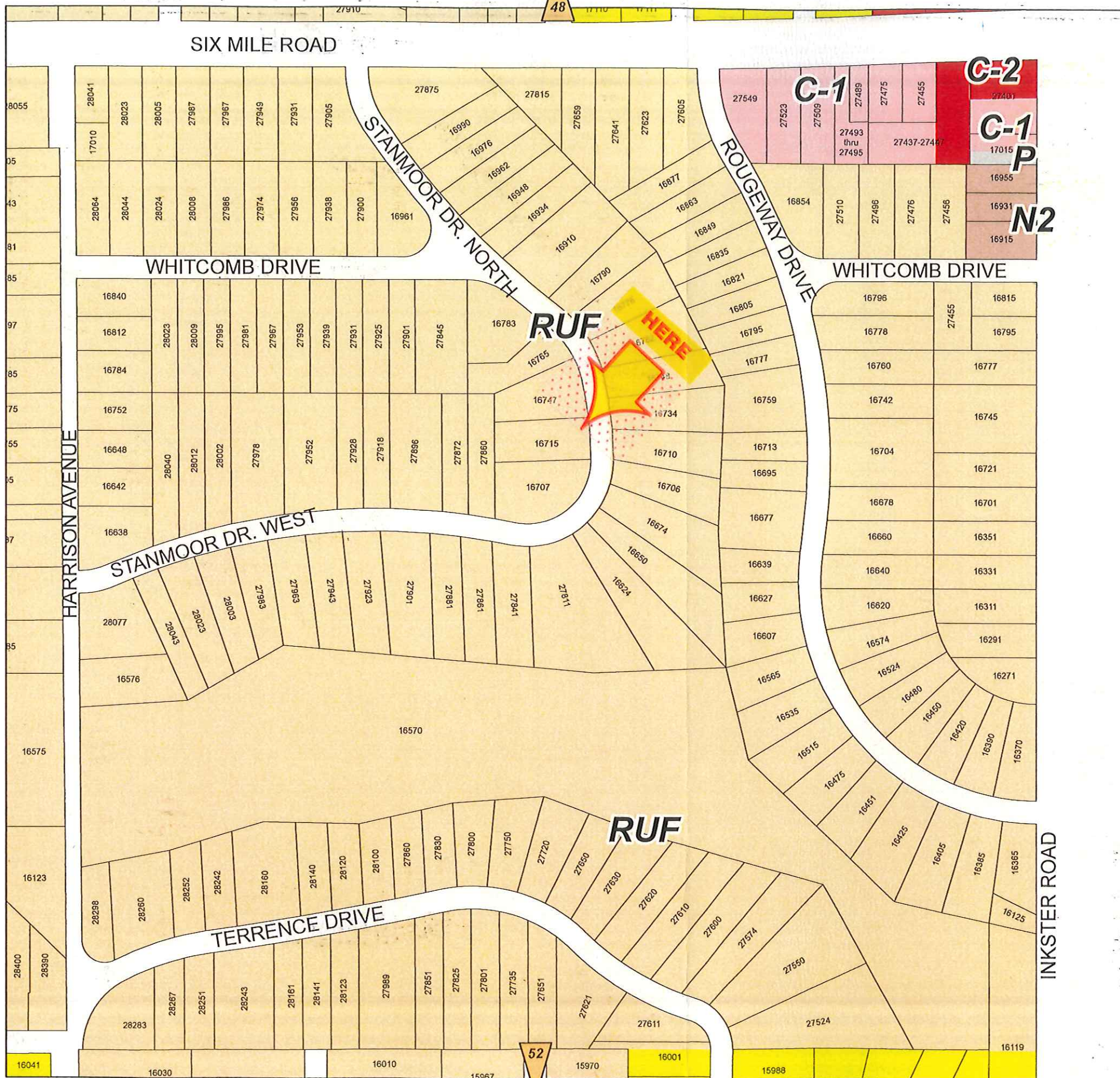
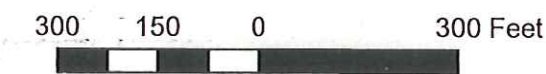
- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business
- C-3 Highway Services
- C-4 High Rise Commercial
- M-L Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

N.E. 1/4 Section 13

City of Livonia

T. 1 south, R. 9 east
Wayne County, Michigan

Copyright 2001, City of Livonia



50

48

52

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, CHAIRMAN
JAMES. M. BARINGHAUS, VICE CHAIRMAN
TIMOTHY J. KLISZ, SECRETARY
CHRISTOPHER N. BOLOVEN
BRIAN MEAGHER
MARC ROTONDO
MIKE TESTA



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

MAYOR

MAUREEN MILLER BROSNAN

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BRANDON MCCULLOUGH, President
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LAURA M. TOY

PUBLIC NOTICE **MAY 16, 2025**

APPEAL CASE NO. 2025-05-15, 16184 Middlebelt: an appeal was made to the Zoning Board of Appeals by Najae and Donovan Dixon, Belmont Properties, LLC, on behalf of Socialite Event Lounge, LLC, seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Separation from a Residential District

Required: 300 feet
Proposed: 0 feet
Deficient: 300 feet

This Corridor Commercial property is located on the east side of Middlebelt (16184), between Sunnydale and Terrence Avenues, Lot. No. 050-01-0336-002, C-1, Local Business, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 2.01 (8) Banquet Facilities & 6.14 Banquet facilities – standards for use.

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

This appeal will be heard at a public hearing to be held in the **Auditorium on the 1st floor of City Hall on Tuesday, June 3, 2025, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,


Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear. In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call 734-466-2250 if you need assistance.



CITY OF LIVONIA
INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT
BECAUSE OF NON-CONFORMITY TO ZONING ORDINANCE LIVONIA VISION 21

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

Applicant <u>Najae Dixon and Donovan Dixon</u>	Address <u>27150 Devonshire, Southfield, MI 48076</u>
Owner <u>Belmond Properties, LLC</u>	Address <u>24500 Northwestern Hwy., Southfield, MI 48075</u>
Lessee <u>Socialite Event Gallery, LLC</u>	Address <u>16184 Middlebelt Rd., Livonia, MI 48154</u>
Location <u>East</u>	Side of <u>16184 Middlebelt</u> Street
Between <u>Sunnydale Ave.</u>	And <u>Terrence Ave.</u>
Lot No./Parcel No. _____	Subdivision _____
Zoning District <u>C-1</u>	Lot Size _____ Alley <u>n/a</u>
Present Use <u>Local Business (C-1)</u>	Proposed Use <u>General Business (C-2)</u>
Present Building Size <u>3,534 Sq. Ft. (Tenant space)</u>	Proposed Building Size <u>(no change)</u>
Present Height of Building <u>n/a</u>	Proposed Height <u>n/a</u>
Allowable Lot Coverage <u>n/a</u>	Proposed Lot Coverage <u>n/a</u>

Proposal : Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a Banquet Facility, as defined by the Livonia Zoning Ordinance, resulting in a Banquet Facility in a C-1 zoning district, which is prohibited, and a Banquet Facility less than 300 feet from a Residential zoning district. Separation from a residential district required: 300 feet; Proposed: 0 feet; Deficient: 300 feet.

Reason for Rejection Livonia Zoning Ordinance, Section 2.01 (8) Banquet Facilities & 6.14 Banquet facilities - standards for use.


Deficient Side yard _____ Deficient Front Yard _____ Deficient Rear Yard _____

Deficient Lot Area _____ Deficient Lot Area Per Room _____ Encroachment 300 ft. separation

Excessive Lot Coverage _____ Excessive Height _____ Increasing No. Units _____

Use Prohibited Banquet facility in C-1 district Deficient Parking Spaces _____ Increasing Area and Bulk _____

Remarks Aside, International and State Building Codes will require modifications to the structure for change the change of occupancy type in order to accommodate the added occupant load.

Plans and Application examined by  Date May 7, 2025

APPLICATION FOR VARIANCE

Belmond Properties LLC (Owner of Premises)	16100 MIDDLEBELT (Street Address)	LIVONIA (City)	48154 (Zip Code)		
Socialite Event Gallery, LLC (Lessee)	16184 Middlebelt Rd (Street Address)	Livonia (City)	48154 (Zip Code)	248-864-9734 (Telephone)	 (Fax)
(Contractor)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)

The property address is 16184 MIDDLEBELT RD LIVONIA MI 48154

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they?
Based on attached lease agreement, there are no subdivision rules or restrictions on the property.
2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:
See Attached.

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:
See attached.
4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:
See attached.
5. Explain why you think this variance would be fair to the neighbors and others who might be affected. See attached.
6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process: No
7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?
I was advised that the best course of action would be to first seek a variance for the change of use to the subject property.

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: N/A

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? After seeking a variance I plan to seek a permanent change of use for the property.

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. **Note** that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

LESSEE

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

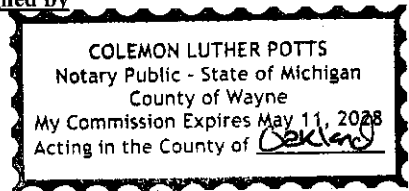
Signature of ^{Lessee} property owner: Najae Dixon

Please print name of ^{Lessee} property owner: Najae Dixon

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 5 day of May, 2025

[Signature]
(Notary Public, Wayne County, Michigan)
My Commission expires 05/11/2028



Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated _____, which reads as follows:

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

(Supervisor)

Application for permit filed _____ Violation Issued _____



DETROIT LEGAL GROUP
EST. 2010

REAL ESTATE CRIMINAL COMMERCIAL
CONTRACTS PERSONAL INJURY FAMILY

May 5, 2025

Re: Application for Variance
16184 Middlebelt Rd
Livonia, MI 48154

To: City of Livonia Building Department
33000 Civic Center Drive
City Hall Annex
Livonia, MI 48154

To Whom It May Concern:

Please find enclosed Application for Variance. Thank you in advance for your time and consideration.

Best Regards,

Dated: May 5, 2025.

/s/ Coleman L. Potts

Detroit Legal Group, PLLC
Colemon L. Potts, Esq.

26700 Lahser Rd, Suite 330
Southfield, MI 48033
(313) 962-4954



DETROIT LEGAL GROUP

EST. 2010

REAL ESTATE CRIMINAL COMMERCIAL
CONTRACTS PERSONAL INJURY FAMILY

Attachment to Variance Application Questions 3-5:

Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:

- Socialite Event Gallery (“SEG”) is a 4,237-square-foot venue that can comfortably and safely accommodate over 150 guests. The business was originally established in 2021 during the COVID-19 pandemic, at a time when, upon information and belief, city inspections and enforcement of occupancy regulations were limited or suspended. From what I understand, no official change of use permit was issued but the business has been operating with a de facto capacity of 150 guests for the past four years. Since its formation in 2021, SEG has only been operated by two different ownership groups. The current ownership group inherited it under the occupancy assumption. I am not currently aware of this issue existing anywhere in the City of Livonia. However, the hardship imposed by the current zoning ordinance is unique because it retroactively alters the operating conditions of a fully established business, not due to any change in use or structure, but solely due to an inspection that took place when we were seeking our permit to confirm

compliance with the zoning ordinance. Additionally, as one of the first few event venues of its kind in the area, Socialite operated in a regulatory gray area prior to the development of formal standards for such businesses. This makes its situation distinct from others in the city.

Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:

- Following the recent inspection on April 16, 2025, we were informed that Socialite Event Gallery is subject to a maximum occupancy of 35 guests because of the type of business license or zoning. This change affects dozens of upcoming events, many of which have been booked months in advance for guest counts well over that limit. For May and June alone, nearly every weekend is reserved for large events. Enforcing this new occupancy would result in client cancellations, contract breaches, and the need to refund over \$40,000 in deposits and payments. Such a financial burden would likely result in the permanent closure of the business. Furthermore, this sudden change would force families—many of whom are celebrating once-in-a-lifetime milestones such as weddings and memorials—to scramble for alternative venues on short notice during peak season, when most other venues are already fully booked. The hardship goes far beyond financial inconvenience and threatens the survival of the business as well as the plans of dozens of community members.

Explain why you think this variance would be fair to the neighbors and others who might be affected.

- As mentioned above, the variance would not surprise nor prejudice the neighbors who are probably under the same capacity assumption we were when purchasing the business. Socialite Event Gallery has been a valued member of the community since 2021, hosting a variety of events including weddings, baby showers, milestone birthdays, anniversaries, and repasts. As one of the few venues in Livonia capable of accommodating over 100

guests, Socialite fulfills a unique and important need for the community. The business also contributes to the local economy by attracting visitors who support nearby restaurants, gas stations, grocery stores, and other small businesses. We do not have any personal knowledge of any complaints related to noise, traffic, or nuisance, and have always strived to be a respectful neighbor. With the exception of graffiti that displayed a racial slur on the back of our building, there have been no issues that we are privy to. Granting this variance would not only allow Socialite to continue its positive contributions to the community but would also align with the spirit of the Zoning Ordinance by supporting responsible and beneficial commercial use of the property without adverse impact to surrounding residents or businesses.

2021 AUG 19 PM 1:18



**PA. 327 OF 1968
AFFIDAVIT FILED**

Bernard J. Youngblood
Wayne County Register of Deeds
2021319475 L: 56971 P: 1210
08/19/2021 01:18 PM DD Total Pages: 4

COVENANT DEED

THIS INDENTURE, made as of the 29th day of July, 2021, between **Livonia Center LLC**, a Michigan limited liability company (the "Grantor"), whose address is 5640 West Maple Road, Suite 303, West Bloomfield Michigan 48322, and **Belmond Properties, LLC**, a Michigan limited liability company (the "Grantee"), whose address is 24500 Northwestern Highway, Suite 100, Southfield, Michigan 48075

WITNESSETH:

THAT Grantor, in consideration of the sum as set forth on the Real Estate Transfer Tax Valuation Affidavit filed simultaneously herewith, to it paid by Grantee, the receipt and adequacy of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee, its successors and assigns, the lots, tracts or parcels of land situate, lying and being in the City of Livonia, County of Wayne, State of Michigan, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), subject only to the matters identified on Exhibit B attached hereto and incorporated herein by this reference, but without re-imposing same (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto Grantee and unto Grantee's successors and assigns forever, and that Grantor will FOREVER DEFEND the title to all of the Property, subject only to the Permitted Exceptions, unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

2115920

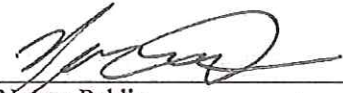
Dated as of this 28th day of July, 2021.

Livonia Center LLC, a Michigan limited liability company

By: 
Name: Robert Goodman
Title: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 28 day of July, 2021, before me, a Notary Public within and for said County, personally appeared Robert Goodman to me personally known, being first by me duly sworn, did say that he is the Manager of Livonia Center LLC, a Michigan limited liability company, and that said instrument was signed by such person on behalf of said company pursuant to authority as the free act and deed of said company.


Notary Public
Acting in Oakland County, State of Michigan
My commission expires: 8/21/2027

Drafted by:
Andrew Spilkin
Bodman PLC
201 W. Big Beaver Road, Suite 500
Troy, MI 48084
248-743-6000

NOAH CAPLAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES AUG. 21, 2027
ACTING COUNTY OF Oakland

When recorded return to: Grantee

Send subsequent tax bills to: Grantee

Recording Fee: \$30

Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

RECEIVED

MAY - 7 2025

Inspection Department
City of Livonia

Belmond Properties, L.L.C.

24500 Northwestern Hwy Suite 100
Southfield, MI 48075



Phone: 586-427-9410

Fax: 586-427-9411

May 6, 2025

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

(RE: Variance Application – 16184 Middlebelt Road, Livonia, MI 48154)

To Whom It May Concern:

We are aware that our Tenant is seeking a variance of use for the leased premises at 16184 Middlebelt Road in Livonia, MI 48154. This is being required by the City of Livonia. The Landlord authorizes the Tenant to work with the City to obtain any and all requirement to be in compliance with local ordinances.

Should you have any questions, please feel free to contact us.

Sincerely,

Belmond Properties, LLC

By: Christina Rice
Its: Authorized Representative

Signed and sworn before me this 6th day of May, 2025 by Christina Rice, Authorized Representative of Belmond Holdings, LLC, A Michigan Limited Liability Company.

LAWRENCE CRUZ
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 21, 2031
Acting In the County of OAKLAND

Notary Public
Acting in OAKLAND County

My Commission Expires 5/21/2031

2021 AUG 19 PM 1:18

RECEIVED
AUG 31 2021
By _____

PA. 327 OF 1968
AFFIDAVIT FILED

Bernard J. Youngblood
Wayne County Register of Deeds
2021319475 L: 56971 P: 1210
08/19/2021 01:18 PM DD Total Pages: 4

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TO HAVE AND TO HOLD the Property with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto Grantee and unto Grantee's successors and assigns forever, and that Grantor will FOREVER DEFEND the title to all of the Property, subject only to the Permitted Exceptions, unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

2115920

Dated as of this 20th day of July, 2021.

Livonia Center LLC, a Michigan limited liability company

By: [Signature]
Name: Robert Goodman
Title: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 20 day of July, 2021, before me, a Notary Public within and for said County, personally appeared Robert Goodman to me personally known, being first by me duly sworn, did say that he is the Manager of Livonia Center LLC, a Michigan limited liability company, and that said instrument was signed by such person on behalf of said company pursuant to authority as the free act and deed of said company.

[Signature]
Notary Public
Acting in Oakland County, State of Michigan
My commission expires: 8/21/2027

Drafted by:
Andrew Spilkin
Bodman PLC
201 W. Big Beaver Road, Suite 500
Troy, MI 48084
248-743-6000

NOAH CAPLAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES AUG. 21, 2027
ACTING COUNTY OF Oakland

When recorded return to: Grantee

Send subsequent tax bills to: Grantee

Recording Fee: \$30

Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

EXHIBIT A

DESCRIPTION OF REAL ESTATE

The land located in the City of Livonia, County of Wayne, State of Michigan, and described as follows:

Lots 336, 337 and 338, except the Southerly 50 feet of Lot 338, except the Westerly 27 feet of said lots, of Supervisor's Livonia Plat No. 5, as recorded in Liber 66 of Plats, page(s) 32, Wayne County Records.

Tax Id Number: 46-050-01-0336-002

Known As: 16100 – 16192 Middlebelt, Livonia, Michigan

LEASE AGREEMENT

PROPERTY: **SHOPS AT MIDDLEBELT POINTE**

LOCATION: **16184 MIDDLEBELT RD., LIVONIA, MI. 48184**

LANDLORD: **BELMOND PROPERTIES, LLC**

TENANT: **SOCIALITE EVENT GALLERY, LLC**
A MICHIGAN LIMITED LIABILITY COMPANY

GUARANTOR(S): **NAJAE DIXON**
INDIVIDUALLY, JOINTLY AND SEVERALLY

DONOVAN DIXON
INDIVIDUALLY, JOINTLY AND SEVERALLY
(See §19.23)

BROKER(S)/
CONSULTANT(S): **JMC MANAGEMENT LLC, A MICHIGAN LIMITED**
LIABILITY COMPANY
(See §19.06)

LEASE DATA EXHIBIT

Lease Date: July 16, 2024

Landlord: BELMOND PROPERTIES, LLC,
a Michigan Limited Liability Company

Landlord Address: 24500 Northwestern Hwy, Suite 100
Southfield, MI 48075

Tenant: **Socialite Event Gallery, LLC**
A Michigan Limited Liability Company

Preapproved Use: Event Space

Leased Premises: 16184 Middlebelt Rd., Livonia, MI. 48180

Approx. Square Footage: 4,237 total square feet first floor leasable space

Term: 3 years w/ 3 months

Security Deposit: \$12,161.42

Rent Commencement Date: August 1, 2024

Expiration of Initial Term: October 31, 2027

Minimum Rent:	(Based Upon First Floor Leasable Space)	
	<u>Period:</u>	<u>Rent Per Period:</u>
Initial Term:	8/1/24-10/31/24	\$12,000.00
	11/1/24-10/31/25	\$54,000.00
	11/1/25-10/31/26	\$54,000.00
	11/1/26-10/31/27	\$54,000.00

Tenant's Proportionate Share: 12.19% (4,237 first floor leasable square feet in the Leased Premises divided by 34,768 total first floor leasable square feet in the Property – See definition in Section 5.04 below)

Taxes, Insurance & Common Area Maintenance: Tenant shall pay Tenant's Proportionate Share of common area maintenance expenses ("CAM Expenses"), insurance and taxes for the Property.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of the 16th day of July, 2024 ("Effective Date"), by and between BELMOND PROPERTIES, LLC, a Michigan Limited Liability Company ("Landlord"), with its principal office at 24500 Northwestern Hwy, Suite 100, Southfield, MI 48075 and SOCIALITE EVENT GALLERY, LLC, a Michigan Limited Liability Company (collectively, "Tenant"), whose address 16184 Middlebelt Rd., Livonia, MI 48184.

ARTICLE I. GRANT AND TERM

Section 1.01 - Leased Premises:

Landlord hereby leases to Tenant for the term and upon the covenants hereinafter set forth, herein the Leased Premises in the Property described on **Exhibit A** attached hereto. The Property consists of buildings now constructed as well as those to be constructed in the future, including without limitation, undeveloped acreage that the Landlord intends to use for future buildings to be incorporated into the Property. The Leased Premises are cross-hatched on the portion of the site plan of the Property, attached hereto and made a part hereof as **Exhibit A**. The exact square footage in the Leased Premises shall be determined by Landlord's architect. Such square footage shall be measured from the mid-line of interior walls and the exterior face of exterior walls, and shall include the totality of the area within such boundaries, including any mezzanines; provided, however, if the Leased Premises abuts a corridor area, the square footage of the Leased Premises shall also include a portion of the corridor area measured to the centerline of that corridor area. The determination of Landlord's architect as to square footage shall be binding upon both parties hereto. In the event the square footage, as determined by Landlord's architect, differs from the square footage set forth above, the Minimum Rent to be paid by Tenant as set forth in Article II shall be adjusted after the square footage is determined by multiplying the square footage by the amount(s) per square foot as set forth in Section 2.01 of this Lease.

Section 1.02 - Site Plan:

The Property has been constructed substantially as shown on **Exhibit A**. Landlord may change or alter any of the stores, Common Areas (herein defined) or any other aspect of the Property, or may sell or lease any portions of the Property all without the consent of or notice to Tenant. This Lease is subject to all applicable building restrictions, planning and zoning ordinances, governmental rules and regulations, and all other encumbrances, restrictions and easements affecting the Property and the terms and provisions of certain declarations, reciprocal easement and operating agreements now or hereafter affecting the Property (collectively, "Laws and Restrictions").

Section 1.03 - Term:

The term of this Lease shall be for a period of **thirty-nine (39) consecutive calendar months**, commencing on the Rent Commencement Date (as defined on the Lease Data Exhibit) and expiring midnight on the last day of the thirty ninth (39th) month from the Rent

Commencement Date, unless sooner terminated in accordance with the provisions hereof ("Expiration Date"). Following the Rent Commencement Date, Landlord shall deliver to Tenant for execution a declaration in the form of **Exhibit B** attached to this Lease specifying the Rent Commencement Date. In the event Tenant fails to execute and deliver such declaration to Landlord within ten (10) days after delivery thereof by Landlord, then Landlord's determination of the Rent Commencement Date shall be conclusive. Notwithstanding the terms of the foregoing sentence, this Lease shall become effective and binding upon the Tenant and the Landlord as of the Effective Date. The term "Lease Year" as used in this Lease shall be defined to mean each successive twelve (12) month period commencing on the Rent Commencement Date. If the term commences on a day other than the first day of the month, then the first Lease Year shall be extended for such a fractional month. All subsequent Lease Years shall continue for twelve (12) calendar months thereafter, except that the last Lease Year shall terminate on the date this Lease is terminated. Upon the request of either party after the Rent Commencement Date, Landlord and Tenant shall enter into a supplemental agreement prepared by the requesting party which affirms the Delivery Date, Rent Commencement Date, Expiration Date, Minimum Rent, and any other matters reasonably requested by the requesting party.

Section 1.04 - Option to Renew:

INTENTIONALLY LEFT BLANK

ARTICLE II. RENT

Section 2.01 - Minimum Rent: (Based Upon First Floor Leasable Space)

Commencing on the Rent Commencement Date and continuing during the entire term of this Lease (as such term may be extended hereunder), Tenant shall pay annual minimum rent, which will be based upon first floor leasable space square footage, ("Minimum Rent") for the Leased Premises payable to Landlord, without demand, deduction, set-off or counterclaim, in equal installments ("Monthly Minimum Rent") in advance, on or before the first (1st) day of each month, as follows:

Period:	Minimum Rent	Monthly Minimum Rent	Minimum Rent Per Sq. Ft.
8/1/24-10/31/24	\$12,000.00	\$4,000.00	\$11.33
	Annual Minimum Rent	Monthly Minimum Rent	Minimum Rent Per Sq. Ft.
11/1/24-10/31/25	\$54,000.00	\$4,500.00	\$12.74
11/1/25-10/31/26	\$54,000.00	\$4,500.00	\$12.74
11/1/26-10/31/27	\$54,000.00	\$4,500.00	\$12.74

The first installment of Minimum Rent and Additional Rent shall be paid upon execution of this Lease. If the Rent Commencement Date occurs on other than the first (1st) day of a month, Minimum Rent shall be prorated on a daily basis on the basis of a thirty (30) day month. Tenant agrees to deliver to Landlord at any time, if requested by Landlord, a statement of its monthly and yearly gross sales signed by the Individual Tenant(s), or by an officer, principal, member, manager, or owner of Tenant(s). Landlord shall have the right to audit Tenant's books and records relating to gross sales at the Premises for any lease year. "Gross sales" shall mean all sales made from the Premises.

Section 2.02 - Payments by Tenant:

Throughout the term of this Lease, Tenant shall pay to Landlord, without demand, deductions, set-offs or counterclaims, the rent, which is hereby defined as the sum of the Minimum Rent and all Additional Rent, when and as the same shall be due and payable hereunder. Unless otherwise stated, all sums of money or charges payable to Landlord from Tenant by this Lease, other than Minimum Rent, are defined as "Additional Rent" and are due ten (10) days after the rendering of an invoice therefor, without any deductions, set-offs or counterclaims, and failure to pay such charges carries the same consequences as Tenant's failure to pay Minimum Rent. All payments and charges required to be made by Tenant to Landlord hereunder shall be payable in coin currency of the United States of America or check with immediately available funds, at the address indicated herein. Notwithstanding anything in this Lease to the contrary, if the consumer price index for the month in which the Effective Date occurs, increases by more than one and one-half percent on an annual basis, tested any month on a non-compounding basis, then Landlord shall have the unilateral right to increase the Rent due under this Lease to Landlord's determination of fair market rents. The calculation of the change in the index and such determination of fair market rents shall be in Landlord's sole and absolute discretion and not subject to appeal or dispute by Tenant. The new fair market rent determination shall be binding upon Tenant from delivery of the notice from Landlord and apply to the remainder of the term, all future rent increases and option terms. No payment to or receipt by Landlord of a lesser amount than that then amount required to be paid hereunder shall be deemed to be other than on account of the earliest amount of such obligation then due hereunder. No endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check in payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant hereunder. In the event Landlord bills Tenant for any charge hereunder and Tenant does not provide Landlord with notice that it disputes such charge within thirty (30) days after Landlord sends such bill, then Tenant waives any further right to dispute such charge and that charge shall automatically become an account stated between Landlord and Tenant.

Section 2.03 - Security Deposit:

Tenant, concurrently with the execution of this Lease, shall deposit with Landlord the sum equal to **Twelve Thousand Twenty Nine and 20/100 (\$12,029.20) Dollars**, which sum shall be held by Landlord as security against a Default by Tenant, pursuant to the terms of this Lease. The deposit (which shall not bear interest to Tenant) may be applied by Landlord in order to cure any Default. The deposit shall be returned to Tenant by the Landlord, after deducting therefrom any sums owed to Landlord, pursuant to provisions of this Lease, following the termination of this Lease, provided such termination is not caused by Tenant. In addition, Tenant agrees for Landlord to deduct from Tenant's remaining Security Deposit, if any, a Non-Refundable Commercial Unit Restoration Fee in the amount of Seven Hundred, Fifty and 00/100 (\$750.00) Dollars following the termination of this Lease. A mortgagee in possession of the Leased Premises, or any interest therein, through public or private foreclosure or the acceptance of a deed in lieu thereof, shall have no liability to Tenant for return of all or any portion of the deposit, unless, and then only to the extent that, such mortgagee has acknowledged receipt of all or any portion of Tenant's deposit. The Landlord shall not be obligated to keep the said security as a separate fund, but may mix said security with his own funds. In the event Landlord applies the deposit in whole or in part against a Default by Tenant, Tenant shall, upon demand by Landlord, deposit sufficient funds to maintain the deposit in the initial amount. Failure of Tenant to deposit additional funds as security shall constitute a Default hereunder and entitle Landlord to avail itself of the remedies as provided in this Lease for non-payment of Minimum Rent by Tenant. Upon the expiration of the term hereof, Landlord shall retain the deposit, or so much as has not been applied in accordance with the provisions hereof, until such time as all of Tenant's obligations to pay any Additional Rent have been fully paid and satisfied.

Section 2.04 - Late Charge:

In the event any sums required hereunder to be paid are not received by Landlord on or before the date the same are due, then, Tenant shall immediately pay, as Additional Rent, a service charge equal to five (5%) percent of the late payment. In addition, interest shall accrue on all past due sums at an annual rate equal to eighteen (18%) percent, but not in excess of the maximum legal rate. Such interest shall also be deemed Additional Rent. Notwithstanding this service and interest charge, Tenant shall be in Default if all payments required to be made by Tenant are not made at or before the times herein stipulated.

Section 2.05 - Returned Checks:

In the event that Tenant's check for rents and charges is returned for any reason, Tenant agrees to pay Landlord the sum of Fifty and 00/100 (\$50.00) Dollars as a handling charge in addition to any applicable late charge. Returned checks must be redeemed by cashier's check. In the event more than one check is returned, Tenant agrees to pay all subsequent rents and charges by cashier's check or an ACH process, as required by Landlord.

ARTICLE III. PREPARATION OF LEASED PREMISES

Section 3.01 - AS IS Condition:

Landlord leases the Leased Premises to Tenant, and Tenant leases and accepts the Leased Premises from Landlord in its current "AS IS" condition, subject to the further terms, covenants and conditions of this Lease, together with the non-exclusive use of the Common Areas (except those portions of the Common Areas on which have been constructed or placed permanent or temporary kiosks, displays, carts and stands and except areas used in the maintenance or operation of the Property) in common with Landlord and the other owners and tenants of the Property and their customers and invitees. Tenant acknowledges that Landlord has no construction obligations hereunder. Any Tenant improvements desired by Tenant shall be completed at Tenant's sole cost and in accordance with the provisions of **Exhibit "C"** ("Tenant's Work").

Section 3.02 - Delivery Date:

(a) The Leased Premises will be available to Tenant for the performance of Tenant's Work upon the full execution of this Lease (the "Delivery Date"). Tenant shall submit its building plans to municipal, state or other governmental authorities, as required, within ten (10) days from the execution of this Lease and shall work diligently and in good faith to obtain its permits and approvals expeditiously and complete Tenant's Work prior to the Rent Commencement Date and Landlord shall cooperate with Tenant in its efforts to obtain such permits and approvals. Tenant agrees to take physical possession of the Leased Premises on the Delivery Date, and from and after the Delivery Date Tenant agrees to diligently perform Tenant's Work to completion. Under no circumstances shall Landlord be liable to Tenant for damages due to any delay in commencing or completing Tenant's Work, or for a total failure to complete same or for a failure to deliver same.

(b) Tenant hereby expressly agrees that the entry or occupancy of the Leased Premises by Tenant or Tenant's agents or contractors prior to the date herein fixed for the Rent Commencement Date shall be governed by and shall be subject to all of the terms and provisions of this Lease, and Tenant shall observe and perform all its obligations under this Lease, including, without limitation, its obligation to pay charges for any temporary utilities, insurance, and other charges, but excepting its obligations to pay Minimum Rent, Common Area Expenses, Taxes and Insurance, from the date upon which the Leased Premises are made available to Tenant for Tenant's Work (or from the date when Tenant commences to perform Tenant's Work, if earlier) and continuing throughout the term of the Lease as extended.

Section 3.03 - Tenant's Work:

Tenant's Work is to be performed by Tenant at its sole expense in accordance with **Exhibit C**, attached hereto and made a part hereof and in accordance with the provisions hereof. All entry into the Leased Premises and work done by Tenant shall be at Tenant's risk. Tenant shall prepare and submit to Landlord store design and working drawings of Tenant's Work with respect to the Leased Premises within ten (10) days of the date of execution of this Lease. In the event Tenant's plans and specifications, in the reasonable judgment of Landlord or Landlord's

architect, are incomplete, inadequate or inconsistent with the terms of this Lease and/or do not conform to the standards of design, motif, decor and quality established or adopted by Landlord and/or would tend to create an imbalance with or be incompatible with adjoining Leased Premises, and/or would provide for or require any installation or work which is or might be unlawful or create an unsound or dangerous condition or adversely affect the structural soundness of the Leased Premises or the building of which the same forms a part, and/or would interfere with the use and enjoyment of any adjoining space in the building in which the Leased Premises are located, then, Landlord shall notify Tenant of such objection in writing within the twenty (20) day period after receipt of Tenant's plans and specifications. Tenant shall modify the plans and specifications and provide Landlord with the modified plans and specifications for Landlord's approval within ten (10) days after receipt of Landlord's objections. All work performed by Tenant shall be subject to Landlord's prior written approval and shall be in accordance with good construction practices, all Laws and Restrictions and Landlord's reasonable rules and regulations. No material deviations from the final plans and specifications, once approved by Landlord, shall be permitted. Landlord's review of Tenant's plans and specifications shall not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency, and shall in no event create an express or implied confirmation that Tenant's design and/or working drawings have been prepared in accordance with the requirements of applicable laws, codes, ordinances and regulations. Further, Landlord shall have no responsibility or liability for any loss or damage to any property belonging to Tenant. Tenant agrees to pay for all the utilities used or consumed in the Leased Premises by Tenant on and after the Delivery Date. Tenant shall be responsible and shall pay all costs and expenses incurred in connection with obtaining any building permits or other approvals required prior to commencing Tenant's Work. After Tenant has fully completed all Tenant's Work which must be completed in order to obtain a certificate of occupancy, then Tenant shall obtain, at Tenant's sole expense, all certificates and approvals which may be necessary so that a certificate of occupancy for the Leased Premises may be issued and to thereafter prosecute same with all diligence. Copies of all such certificates of occupancy shall be delivered to the Landlord prior to Tenant commencing Tenant's Work. Upon the issuance of the certificate of occupancy, a copy thereof shall be immediately delivered to Landlord.

Section 3.04 - Alterations by Tenant:

(a) Tenant shall not make any alterations to the Leased Premises without the prior written consent of Landlord.

(b) In the event that any mechanic's lien is filed against the Leased Premises or Property as a result of any work or act of Tenant, Tenant, at its expense, shall discharge or bond off the same within fifteen (15) days from the filing thereof. If Tenant fails to discharge said mechanic's lien, Landlord may bond or pay without inquiring into the validity or merits of such lien and all sums so advanced shall be paid to Landlord as Additional Rent.

(c) Prior to the commencement of Tenant's Work or any alterations, Tenant shall obtain or demonstrate to Landlord's reasonable satisfaction that Tenant's contractors have obtained public liability builders risk insurance and worker's compensation insurance to cover every contractor to be engaged by Tenant, and shall deliver duplicate originals of all certificates of such insurance to Landlord for written approval.

(d) If, in an emergency as determined by Landlord, it shall become necessary to make repairs required to be made by Tenant, Landlord may reenter the Leased Premises and proceed to have such repairs made and pay the costs thereof. Tenant shall pay Landlord the costs of such repairs, plus a charge of fifteen (15%) percent thereof, to Landlord upon demand as Additional Rent.

ARTICLE IV. CONDUCT OF BUSINESS

Section 4.01 - Use:

(a) Tenant shall use and occupy the Leased Premises for the preapproved use as set forth on the Lease Data Exhibit ("Preapproved Use"). Not in any way intending to modify the restriction of the Tenant's use only to the Preapproved Use, and notwithstanding such Preapproved Use, Tenant may not use the Leased Premises for any use prohibited by Laws and Restrictions. Tenant shall only be entitled to exercise its right to any Option Term contained in Section 1.04 of the Lease if Tenant is in compliance with the aforesaid Preapproved Use of the Leased Premises which shall be continuing in an uninterrupted manner (except permitted interruptions as set forth herein). Further, Tenant's use of the Leased Premises and the common areas is subject to the rules and regulations as enacted by Landlord, from time to time.

(b) If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Leased Premises, or if a failure to procure such a license or permit might or would in any way adversely affect Landlord or the Property, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such a license or permit and submit the same for inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license or permit.

Section 4.02 - Utilities:

(a) Tenant, at its expense, shall arrange for and pay all costs of the charges for all utilities and services provided or used in or at the Leased Premises, commencing on the Effective Date and throughout the term of this Lease. In the event that Tenant shall have failed to have arranged for the availability of said utilities and services by seven (7) days after the Delivery Date, Tenant shall pay to Landlord the amount of one hundred dollars for each day thereafter that Tenant shall have continued to fail to arrange for such utilities and services. Tenant shall pay directly to the public utility companies the cost of any installation of any and all such utility services. In the event that Landlord supplies or pays for any such utilities, then as Additional Rent, Tenant shall reimburse Landlord for the same. In the event, for any reason whatsoever, any particular utility is not separately metered, then, and in that event, Tenant shall be responsible for its share based upon the formula that Landlord, in its reasonable discretion, deems appropriate. Specifically for all Water Bills to the Property, including the Leased Premises, Tenant shall pay to Landlord as Additional Rent, Tenant's Proportionate Share of such Water Bills by the following method: one-twelfth (1/12) of the entire Property Water Bills combined and estimated by Landlord, in its reasonable discretion and based upon Tenant's Use of the Premises, to be due, which shall be paid each month with Minimum Rent until August 31st. of each Lease Year, at which time Landlord will re-adjust their monthly estimates for any increases to Tenant's Proportionate Share which will then begin September 1st. of each Lease

Year thereafter. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims arising from all costs and charges for utilities consumed at the Leased Premises by or for Tenant. Landlord shall not be liable to Tenant for damages or otherwise (i) if any utilities shall become unavailable from or reduced by any public utility company, public authority or any other entity supplying or distributing such utility, or (ii) for any interruption in any utility service (including, but without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a default, termination or an eviction.

(b) The parties hereto acknowledge that energy shortages in the region in which the Property is located may, from time to time, necessitate reduced or curtailed operation of the Property and the business conducted by Tenant in the Leased Premises. Tenant agrees to and shall comply with such rules and regulations as may be promulgated from time to time by Landlord with respect to energy consumption, provided that the same apply uniformly to all tenants in the Property, and during such periods of time when, in the opinion of Landlord, energy shortages so dictate, Tenant shall reduce or curtail business operations in the Leased Premises as shall be directed by Landlord. Compliance with such rules and regulations and such reduction or curtailment of business operations shall not constitute a breach of Landlord's covenant of quiet enjoyment, nor shall the same constitute an actual or constructive eviction of Tenant, or otherwise invalidate or affect this Lease, and Tenant shall not be entitled to any diminution, reduction or abatement of rent during periods of reduction or curtailment of business operations.

Section 4.03 - Sign:

(a) Tenant shall install and maintain a sign affixed to the exterior of the Leased Premises in a location, size and style approved by Landlord, in Landlord's reasonable judgment. Prior to the Rent Commencement Date, Landlord and Tenant shall agree upon all aspects of the exterior sign, canopies and/or awnings to be installed by the Tenant at the Leased Premises. Notwithstanding Landlord's approval and/or the terms of this Lease, Tenant's sign shall conform to all Laws and Restrictions. Tenant shall pay for all costs in connection with such sign and shall be responsible for the cost of proper installation and removal thereof and any damage caused to the Property and/or Leased Premises thereby. In the event Landlord deems it necessary to remove such sign for property maintenance purposes, then Landlord shall have the right to do so, provided, however, Landlord shall replace said sign as soon as practicable at Landlord's sole cost. No additional signs, which can be seen from the exterior of the Leased Premises, shall be installed or displayed in, on or about the Leased Premises without the prior written consent of Landlord. Any interior signs must be tasteful and shall be prepared in a professional manner (not hand-lettered). Any sign or display visible from the exterior of the Leased Premises which does not meet the above criteria may be removed at any time by Landlord without incurring any liability therefor. Signs shall also be subject to Landlord's rules and regulations as adopted and modified from time to time.

(b) Should Landlord construct a pylon or monument sign for the Property and make panels available to tenants leasing the same or less square footage than Tenant, Landlord agrees that it shall have the option to give to Tenant the right to install and maintain a panel on said pylon or monument sign. If Tenant installs a panel on a pylon or monument sign, Tenant agrees that it shall pay all costs for the fabrication and installation of its panel and for its share of all

costs incurred by Landlord in constructing, operating and maintaining the pylon or monument sign, based upon Tenant's share of such sign as calculated by Landlord.

Section 4.04 - Tenant's Warranties:

Tenant warrants, represents, covenants and agrees to and with Landlord, that throughout the term hereof it shall: (i) keep the Leased Premises and any platform or loading dock used by Tenant in a neat and clean condition, (ii) pay, before delinquent, any and all taxes, assessments and public charges imposed upon Tenant's business or fixtures, and pay when due all fees of similar nature, (iii) observe all rules and regulations established by Landlord for tenants in the Property, (iv) observe all restrictive covenants of record which are applicable to the Property, provided the same do not prohibit Tenant's Per approved Use of the Leased Premises, (v) not use the parking areas or sidewalks or any space outside the Leased Premises for display, sale, storage, or any other similar undertaking, (vi) not use any advertising medium or sound devices inside the Leased Premises which may be heard outside the Leased Premises, or permit any objectionable odors to emanate from the Leased Premises, (vii) keep the Leased Premises sufficiently heated to prevent freezing of water in pipes and fixtures in and about the Leased Premises, (viii) keep the temperature within the Leased Premises at such levels as may be required by any federal, state or local laws, ordinances or regulations, (ix) employ only such labor in the performance of any work in and about the Leased Premises as will not cause any conflict or controversy with any labor organization representing trades performing work for Landlord, its contractors or subcontractors, (x) not conduct any auction, distress, fire or bankruptcy sale (whether real or fictitious) or conduct the type of business commonly referred to as "discount" or "cut-price", (xi) not use or permit the use of any part of the Leased Premises for the sale, rental, display or operation of amusement, electronic, video machines, games, cassettes or devices without the prior written consent of Landlord or allow the sale or offering of any lottery or raffle tickets or permit any form of games of chance or gambling, in any form, without such similar consent, (xii) not allow the operation of any coin operated or vending machine in the Leased Premises, except in areas reserved solely for the use of Tenant's employees, (xiii) conduct its sales practices consistent with the standards and practices generally acceptable in first-class retail properties, display and sell only first-quality merchandise in the Leased Premises, and conduct its business in the Leased Premises in a lawful manner and in good faith, (xiv) not do any act tending to injure the reputation of the Property as determined by Landlord, (xv) keep all trash properly bagged while inside the Leased Premises, and dispose of such bags of trash in dumpsters or other receptacles outside of the Leased Premises if Landlord provides such service, otherwise Tenant shall do so, and (xvi) not commit or suffer to be committed any waste upon the Leased Premises, not place a load upon any floor of the Leased Premises which exceeds the floor load per square foot area which such floor was designated to carry, and not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant or tenant of the Property.

Section 4.05 - Legal Requirements:

Tenant shall at its own expense, comply with all Laws and Restrictions and with directions of public officers thereunder, with all applicable Board of Fire Insurance Underwriters regulations and other requirements and with all notices from Landlord's mortgagee respecting all matters of occupancy, condition or maintenance of the Leased Premises, whether such orders or

directions shall be directed to Tenant or Landlord, and Tenant shall hold Landlord harmless and defend Landlord from any and all claims, liabilities, costs or expenses on account thereof. Tenant shall procure and maintain all licenses and permits legally necessary for the operation of Tenant's business and allow Landlord to inspect them on request.

Section 4.06 - Hazardous Materials:

Tenant agrees that it will not use, permit, hold, release or dispose of any Hazardous Material (defined hereinafter) on, under or at the Leased Premises or the Property and that it will not use or permit the use of the Leased Premises or any other portion of the Property as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material, other than De Minimis Amounts. The term "De Minimis Amounts" shall mean, with respect to any given level of Hazardous Materials, that such level or quantity of Hazardous Materials in any given form or combination of forms (i) does not constitute a violation of any applicable law, and (ii) is customarily employed in, or associated with, similar properties and operations such as that of Tenant. Tenant further agrees that it will not cause or allow any asbestos to be incorporated into any improvements or alterations which it makes or causes to be made to the Leased Premises. Tenant hereby holds Landlord harmless from and indemnifies Landlord against any and all losses, liabilities, damages, injuries, costs, expenses, fines, penalties, and claims of any and every kind whatsoever (including, without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against Landlord for, with respect to, or as a direct or indirect result of (i) a breach by Tenant of the foregoing covenants, or (ii) to the extent caused or allowed by Tenant or any agent, contractor, employee, invitee or licensee of Tenant, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, onto or into the Leased Premises, the Property, the atmosphere, or any watercourse, body of water or groundwater, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material); and the provisions of and undertakings and indemnification set out in this paragraph shall survive the termination of this Lease, and shall continue to be the personal liability, obligation and indemnification of Tenant, binding upon Tenant, forever, subject to the applicable statute of limitations. The provisions of the preceding sentence shall govern and control over any inconsistent provision of this Lease. For purposes of this Lease, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous, waste, substance or material.

ARTICLE V. COMMON AREA

Section 5.01 - Definition:

The term "Common Areas" shall mean the interior and exterior areas and facilities within the Property, which are: (i) not leased to a tenant, and (ii) by nature not leasable to a tenant for the purpose of the sale of merchandise or the rendition of services to the general public, all as determined by Landlord from time to time. Common Areas shall include but shall not be limited to all parking areas and facilities, roadways, driveways, easement areas, entrances and exits, truck service ways and tunnels, utilities, water filtration and treatment facilities, retention ponds or basins located within or outside the Property, retaining and exterior walls, sidewalks, open and enclosed malls, outside courts, landscaped and planted areas, escalators, stairways, elevators, service corridors, service areas, loading docks, hallways, public restrooms, community rooms or areas, roofs, equipment, signs and any special services provided by Landlord for the common or joint use and benefit of all tenants in the Property, their employees, customers and invitees.

Section 5.02 - Use:

During the term of this Lease, Tenant is granted, subject to Landlord's written reasonable rules and regulations promulgated by Landlord from time to time, the nonexclusive license to permit its customers and invitees to use the sidewalks, customer parking areas, the entrance and exit ways designated by Landlord for access and egress to and from the Leased Premises from a public street or highway. Subject to all Laws and Restrictions, Common Areas shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right, at any time and from time to time, to establish, modify, amend and uniformly enforce reasonable rules and regulations with respect to the Common Areas and the use thereof. Tenant agrees to abide by and conform to such rules and regulations on notice thereof and to cause its permitted concessionaires, invitees and licensees and its and their employees and agents to do the same.

Section 5.03 - Common Area Expenses:

Landlord agrees to maintain and keep in good service and repair the Common Areas at the reasonable discretion of Landlord, and the use of such areas and facilities shall be subject to such reasonable rules and regulations as Landlord shall make from time to time.

Section 5.04 - Tenant's Proportionate Share of CAM:

As Additional Rent, Tenant shall pay to Landlord in the manner hereinafter provided, but not more often than once each calendar month, Tenant's Proportionate Share (as defined below) of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, equipping, policing and protecting, lighting, insuring, repairing, replacing and maintaining the Common Areas and other areas of the Property. Such costs and expenses shall include, but not be limited to: illumination and maintenance of Property signs, whether located on or off the Property site; cleaning; lighting; all water consumed in the Common Areas and sanitary sewer charges; snow removal and ice removal or treatment; line painting and landscaping; repairs and replacements of walkway, parking and drive areas, light standards and gutter, downspout and scupper repairs and replacements; exterior building painting, repair or replacement of foundation, floor slab, outer walls and roof, personal property taxes; all costs of operating

attendant and valet parking, if any; decorations; premiums for liability and property insurance; supplies; the cost of maintenance and replacement of equipment supplying music to the Common Areas; management fees, total compensation and benefits (including premiums for workers' compensation and other insurance) paid to or on behalf of employees involved in the performance of the work specified in this Section 5.04; and an amount equal to fifteen percent of the total of all of the foregoing costs and expenses to cover Landlord's administrative costs. Such costs shall also include: (i) the amortization (including interest) of the cost of acquiring and installing the equipment used in maintenance and any equipment and facilities acquired to reduce energy consumption or to otherwise reduce such costs and expenses of operating and maintaining such Common Areas; and (ii) all costs and expenses in connection with the operation, repair, replacement and maintenance of such Common Areas, including, without limitation, legal, architectural and engineering fees. For purposes of this Lease, the term "Tenant's Proportionate Share" means a fraction, expressed as a percentage, the numerator of which is the number of first floor leasable square feet in the Leased Premises and the denominator of which is the total number of first floor leasable square feet in the Property, as determined by Landlord from time to time.

Tenant's Proportionate Share of such costs with respect to each calendar year during the Term shall be paid in monthly installments on the first day of each calendar month, in advance, in an amount estimated by Landlord. Subsequent to the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's Proportionate Share of such costs for such period. If the total amount paid by Tenant under this Section 5.04 for any calendar year shall be less than the actual amount due from Tenant for such year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten (10) days after the furnishing of each such statement, and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against the next installment due from Tenant to Landlord under this Section 5.04. For the calendar years in which this Lease commences and terminates, the provisions of this Section 5.04 shall apply, and Tenant's liability for its Tenant's Proportionate Share of such costs for such years shall be subject to a pro rata adjustment based on the number of days of said calendar years during which the Term is in effect.

Tenant shall have the right, but not more than once per Lease Year and not later than one (1) year after Tenant receives the statement referred to in this Section 5.04, on reasonable prior notice to Landlord, to inspect, examine and make copies of, Landlord's books, records and computations with respect to items charged to Tenant under this Lease and Taxes at the location where such records are kept by Landlord. Landlord shall retain such books, records and computations for at least two (2) years following the period to which they relate. In the event of any overpayment by Tenant, Landlord shall, within twenty (20) days after demand, refund the amount of overpayment to Tenant with interest thereon from the date of overpayment to the date refunded at the Default Interest Rate. No such inspection or examination shall be conducted on a contingent fee basis. All information from such inspections, examinations and copying shall be kept strictly confidential by Tenant, its agents, employees and contractors and not disclosed to any third party except pursuant to court order or subpoena. If Tenant is overcharged on such expenses by three (3%) percent or more, Landlord shall pay the reasonable cost of Tenant's audit not to exceed Seven Hundred Fifty and 00/100 (\$750.00) Dollars.

ARTICLE VI. REPAIRS AND MAINTENANCE

Section 6.01 - Tenant's Obligations:

Tenant, at its expense, shall (i) make all repairs and replacements and perform all maintenance work that is necessary in order to keep the interior of the Leased Premises and equipment servicing the Leased Premises, including but not limited to all utilities and the heating, ventilating and air conditioning unit(s) (Landlord shall make available to Tenant any warranty to any such HVAC unit(s)), in good order and repair and in a safe and dry tenantable condition and in compliance with all Laws and Regulations, (ii) install and maintain such fire protection devices as may be required by any governmental body or insurance underwriter for the Property including any and all new or existing sprinkler systems, (iii) provide trash storage and removal services regardless of the location of any storage and removal facilities, except that if Landlord, in its sole discretion, shall provide trash services, then, in such event, Tenant shall be obligated to use and pay Landlord for the same as Additional Rent either (a) Tenant's Proportionate Share of such trash storage and removal service costs (or greater share if not all of the tenants participate in the service), or (b) on the basis of a separate metering or monitoring of Tenant's use of such services or facilities), (iv) change Tenant's air conditioning filter as necessary, but not less than four (4) times a year and have Tenant's air conditioner and heater serviced as necessary, but not less often than two (2) times a year, (v) repair and/or replace the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the leased premises, including free flow up to the main sewer line, and all other ordinary and extraordinary, foreseen and unforeseen repairs, replacements, renewals and restorations. Notwithstanding any contrary provision of this Article VI, Tenant, at its expense, shall make any and all repairs to the Leased Premises as may be necessitated by any break-in, forcible entry or other trespass into or upon the Leased Premises, regardless of whether or not such entry and damage is caused by the negligence or fault of Tenant or occurs during or after business hours. If Tenant fails, refuses or neglects to properly maintain the Leased Premises or to commence or complete any of the repairs or replacements required to be made by Tenant hereunder promptly and adequately after receipt of notice as defined below in Section 19.02, Landlord may, in addition to any other remedy Landlord may have, but shall not be required to, make or complete said maintenance, repairs or replacements and Tenant shall pay the cost and expense thereof, plus a charge of fifteen (15%) percent thereof, to Landlord upon demand as Additional Rent.

ARTICLE VII. REAL ESTATE TAXES

Section 7.01 - Liability:

As Additional Rent, Tenant shall pay to Landlord Tenant's Proportionate Share of all taxes and existing and future assessments, general and special, and governmental charges of any kind or nature whatsoever, which have been or may be levied or assessed by or payable to any lawful authority, during or for each calendar year during the Term hereof, against the land, buildings and improvements irrespective of whether such taxes are assessed against real or personal property. Such taxes, assessments and charges hereinafter are referred to, collectively, as "Taxes". Taxes shall be deemed levied or assessed with respect to the fiscal taxing period for which such Taxes are applicable, as designated by the taxing authority which levy the same,

except that the Taxes described in the next sentence shall be accrued ratably during the calendar year. Should the United States, State of Michigan or local municipality or any political subdivision thereof or any governmental authority having jurisdiction thereover either: (i) impose a tax and/or assessment of any kind or nature upon, against, measured by or with respect to the rentals payable by tenants of the Property to Landlord or on the income of Landlord derived from the Property, or with respect to the Landlord's, or the individuals' or entities' which form the Landlord herein, ownership of the land and buildings presently and/or at any time during the Term, either by way of substitution for all or any part of the Taxes levied or assessed against such land and such buildings, or in addition thereto; and/or (ii) impose a tax or surcharge of any kind or nature, upon, against or with respect to the parking areas or the number of parking spaces in the Property, then in either or both of such events, such tax, assessment and/or surcharge shall be deemed to constitute Taxes for the purpose of this Section 7.01 and Tenant shall be obligated to pay Tenant Proportionate Share of Taxes thereof as provided herein. "Tenant's Proportionate Share" shall be as set forth on the Lease Data Exhibit and as defined in section 5.04 of this Lease.

Any costs, expenses and attorneys' fees (including the costs of tax consultants) incurred by Landlord in connection with the negotiation for reduction in the assessed valuation of land, buildings and improvements comprising Landlord's parcel and any protest or contest of real estate taxes and/or assessments shall be included within the term "Taxes". Notwithstanding anything herein contained to the contrary, Tenant shall not have the right to contest the Taxes in any manner whatsoever.

Taxes shall not include any interest or penalties imposed by the assessing authority due to late payment except if arising as a result of Tenant's late payment of Tenant's Proportionate Share of Taxes thereof. If general or special assessments may be paid in installments over a period of years, Landlord shall pay such assessments in the permissible installments and only the installments coming due during the Term shall be included in Taxes payable by Tenant. If Landlord shall obtain a refund or abatement of any Taxes to which Tenant has contributed, Landlord shall refund to Tenant Tenant's Proportionate Share of Taxes thereof less Tenant's Proportionate Share of Taxes of Landlord's reasonable costs of obtaining the same. In no event shall Tenant be liable for such costs unless there shall be a net savings to Tenant. Except as expressly set forth above, Taxes shall not include any corporate, personal property, franchise, capital levy, inheritance, transfer or income tax levied on Landlord or the individuals or entities which form the Landlord herein.

Section 7.02 - Method of Payment:

Tenant shall pay its Tenant's Proportionate Share of such Taxes by the following method: one-twelfth (1/12) of the Taxes estimated to be due by Landlord shall be paid each month with Minimum Rent until the end of the first tax year after the Rent Commencement Date; thereafter, the monthly payments shall be based upon the tax bill for the previous tax year plus any reasonably anticipated increases. Landlord shall deliver to Tenant within one hundred twenty (120) days after the end of each calendar year of the Lease term, a statement setting forth the amount of Tenant's Proportionate Share of Taxes incurred by Landlord during the preceding year. Landlord and Tenant agree that Tenant shall pay Landlord or Landlord shall credit Tenant's account (or if such adjustment is at the end of the Lease term, Landlord shall pay to or

collect from Tenant, as the case may be), within ten (10) days after the receipt of such statement, such amount as may be necessary to affect reconciliation between the estimated amounts paid by Tenant to Landlord during such year versus Tenant's Proportionate Share of Taxes actually incurred by Landlord during such year.

ARTICLE VIII. INSURANCE

Section 8.01 - Liability Insurance:

Tenant shall, from the Effective Date until the end of the Term, keep in force and effect: (a) a commercial general liability insurance policy, protecting against claims for bodily injury, personal injury and property damage with respect to the Leased Premises and the business operated by Tenant and any other persons and entities conducting business in the Leased Premises, including steam boiler insurance if applicable, and including product liability coverage, including but not limited to (if this Lease covers premises in which food and/or beverages are sold and/or consumed) coverage for liability arising out of the consumption of food and/or beverages on or obtained at the Leased Premises and (if applicable to Tenant's business) liquor liability coverage, in which the limits for bodily injury (including personal injury and contractual liability) shall be not less than Three Million Dollars (\$3,000,000) single limit coverage; and (b) Workers' Compensation coverage as required by law and employer's liability insurance. The policy shall name Landlord, any other parties in interest designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days' prior written notice. All insurance required to be carried by Tenant pursuant to this Lease shall be written by responsible insurance companies with a Best rating of at least A-:VII. Any such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. A copy of each paid-up policy evidencing such insurance or a certificate of insurance certifying to the issuance of such policy shall be delivered to Landlord prior to the date possession of the Leased Premises is delivered to Tenant and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

Section 8.02 - Property Insurance.

(a) Landlord shall, during the Term, carry insurance for fire and special extended coverage (as determined by Landlord), including vandalism, malicious mischief, and sprinkler leakage, insuring the improvements located within the Property including the Leased Premises and all appurtenances thereto (except Tenant's merchandise, trade fixtures, furnishings, operating equipment and personal property, such as signs, wall coverings, carpeting and drapes) for the full insurable value thereof such insurance coverage to include the improvements provided by Landlord, and such insurance coverage shall include rental insurance. Such insurance shall be issued by an insurance company licensed to do business in the State of Michigan with a Best rating of at least A-:VII.

(b) The cost of the premiums for all such insurance and of the expenses incurred by Landlord relative to insurance appraisals, adjusters and reasonable insurance consultants' and attorneys' fees in connection therewith shall be included in the costs of which Tenant pays Tenant's Proportionate Share pursuant to Section 5 of this Lease. Such charges may include the

cost of premiums covering more than a single year, provided Landlord has paid the premiums reflected in such statements.

(c) Tenant shall provide Landlord with a certificate setting forth the cost of Tenant's Work in the Leased Premises promptly after completion thereof. Tenant shall periodically notify Landlord of any change in the replacement value of Tenant's Work and upon receipt thereof Landlord will adjust its insurance accordingly.

(d) Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards (including, without limitation, public liability) or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept, in, upon or about the Leased Premises shall cause the rate of fire or other insurance on the Leased Premises or other property of Landlord in companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Leased Premises for the use permitted under this Lease or to any other property for the use or uses made hereof, Tenant will pay the amount of any increases.

(e) Tenant shall carry, at its expense, insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring both the improvements located within the Leased Premises but also all of Tenant's merchandise, trade fixtures, furnishings, operating equipment and personal property, such as signs, wall coverings, carpeting and drapes located on or within the Leased Premises, in an amount equal to not less than one hundred (100%) percent of the full replacement cost thereof and to furnish Landlord with a certificate evidencing such coverage, naming Landlord, and other parties in interest as designated by Landlord, as insureds thereunder..

(f) Any certificate of insurance required to be furnished by Tenant under this Lease shall provide that the policies referenced by such certificate cannot be cancelled, amended or modified without at least thirty (30) days' written notice to the certificate holder.

Section 8.03 - Covenants to Hold Harmless:

Tenant will indemnify and defend Landlord and the officers, directors and shareholders of Landlord, and the managers, agents, and representatives of Landlord, and save it and them harmless from and against any and all claims, actions, damages, liability and expense in connection with all losses, including loss of life, personal injury and/or damage to property arising from or out of (a) any occurrence in, upon or at the Leased Premises, (b) the occupancy or use by Tenant of the Leased Premises or any part thereof, (c) Tenant's failure to comply with any provision of this Lease, (d) any act or omission of Tenant, its agents, contractors, suppliers, employees, servants, customers in the Leased Premises or licensees, and any person or entity conducting business in the Leased Premises, or (e) any Hazardous Materials installed or introduced into the Leased Premises or the Property by Tenant (or by others at Tenant's sufferance or with Tenant's permission) in whole or in part. All property kept, stored or maintained in the Leased Premises shall be so kept, stored or maintained at the risk of Tenant only. In case Landlord shall be made a party to any litigation commenced by or against Tenant,

except for an alleged breach of this Lease by Landlord, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in connection with such litigation.

ARTICLE IX. DESTRUCTION OF LEASED PREMISES

Section 9.01 - Continuance of Lease:

In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty insured under the provisions of Section 8.01 above, so as to become partially or totally untenable, then the damage to the Leased Premises shall be promptly repaired, unless Landlord shall elect not to rebuild or repair as hereinafter set forth. Notwithstanding the foregoing, Landlord and Tenant will first look to Tenant's insurance, which Tenant is required to carry by this Lease, to make a claim for recovery for loss or damage resulting from fire or other casualty to the Property including the Leased Premises. Except in the case of termination, Minimum Rent shall be abated in proportion to the amount of the Leased Premises rendered untenable until so repaired. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings or equipment. If more than twenty-five (25%) percent of the Leased Premises or of the floor area of the Property shall be damaged or destroyed by fire or other casualty, then Landlord may elect that the Property and/or the Leased Premises, as the case may be, be repaired or rebuilt or, at its sole discretion, terminate this Lease by giving notice to Tenant of its election to so terminate, such notice to be given within thirty (30) days after the occurrence of such damage or destruction. If Landlord is required or elects to repair or rebuild the Leased Premises as herein provided, Tenant shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that immediately prior to its damage or destruction. In the event of such casualty and rebuild or repair of the same can not with reasonable diligence be completed within two hundred ten (210) days after the date of said casualty, then Landlord may terminate this Lease upon notice to the other party, which notice must be given, if at all, within thirty (30) days of the date of such casualty.

Section 9.02 - Reconstruction; Rent Abatement:

If all or any portion of the Leased Premises is damaged by fire or other casualty and this Lease is not terminated in accordance with the above provision, then all insurance proceeds however recovered shall be made available for payment of the cost of repair, replacing and rebuilding to the extent within Landlord's control. Landlord shall use the proceeds from the insurance as set forth herein to repair or rebuild the Leased Premises to its same or better condition as on the Delivery Date, and Tenant shall, using the proceeds from the insurance provided for in Section 8.03 by Tenant, repair, restore, replace or rebuild that portion of the Leased Premises constituting Tenant's Work as defined herein together with any additional improvements installed by Tenant, such that the Leased Premises shall be restored to its condition as of immediately prior to the occurrence of such casualty. All of the aforesaid Tenant's insurance proceeds shall be deposited in escrow and shall be disbursed as work on repair, replacement or restoration progresses upon the certification of Landlord's architect that the balance in the escrow fund is sufficient to pay the estimated costs of completing the repair and restoration. If Tenant's insurance proceeds shall be less than Tenant's obligation hereunder,

Tenant shall pay the entire excess cost before any further disbursement will be made. Minimum Rent, which is payable hereunder during the existence of such damage and until such repair or rebuilding is substantially completed by Landlord, shall be equitably abated to the extent of rental interruption proceeds are paid to the Landlord. Equitable abatement shall terminate upon the earlier of the date upon which Tenant commences to use substantially all of the Leased Premises for business with the public or the date sixty (60) days from which Landlord substantially completes its repair or rebuilding of the Leased Premises.

ARTICLE X. CONDEMNATION

Section 10.01 - Eminent Domain:

If twenty-five (25%) percent or more of the Leased Premises shall be taken or condemned by any competent government authority, then either party may elect to terminate this Lease by giving notice to the other party not more than sixty (60) days after the date of which such title shall vest in the authority. If the parking facilities are reduced below seventy (70%) percent of the minimum parking requirements imposed by the applicable authorities, Landlord or Tenant may elect to terminate this Lease by giving notice within one hundred twenty (120) days after such taking, however, in the event of such termination by Tenant then Landlord shall be afforded a reasonable opportunity to meet code requirements. In the case of any taking or condemnation, whether or not the term of this Lease shall cease and terminate, the entire award shall be the property of Landlord; provided, however, Tenant shall be entitled to any award as may be allowed for fixtures and other equipment which under the terms of this Lease would not have become the property of Landlord; further provided, that any such award to Tenant shall not be in diminution of any award to Landlord as a result of such taking or condemnation.

ARTICLE XI. ASSIGNING, SUBLETTING AND ENCUMBERING LEASE

Section 11.01 - Assigning, Subletting and Encumbering Lease:

(a) Tenant shall not, without Landlord's prior written consent, which Landlord may withhold in its sole discretion, (i) assign or otherwise transfer, or mortgage or otherwise encumber, this Lease or any of its rights hereunder, (ii) sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises or any part thereof by any persons other than Tenant or its agents, or (iii) permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder by operation of law. A transfer of the effective voting control of Tenant pursuant to a direct or indirect transfer of equity interests or merger which results in a change of control or management in Tenant shall be deemed to be an assignment of this Lease for purposes of this Article. Any attempted or purported transfer, assignment, mortgaging or encumbering of this Lease or any of Tenant's interest hereunder and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Leased Premises in violation of the foregoing sentence shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee, sublessee or occupant.

Landlord and Tenant agree that Landlord may consider any reasonable factor in determining whether or not to grant its consent. Landlord and Tenant agree the following factors, or any other reasonable factor, will be reasonable grounds:

- (1) Financial strength of the proposed subtenant/assignee, as evidenced by financial statements and as further evidenced by such other information that Landlord may reasonably request.
- (2) The use of the Leased Premises (a) will not violate or create any potential violation of any laws or agreements affecting the Leased Premises or Property (including so called exclusive agreements), (b) will complement the tenant mix at the Property and will be otherwise consistent with uses being conducted by reputable and creditworthy tenants leasing similar space is similar properties, or (c) will not constitute a nuisance or disturb or endanger other tenants of the Property.
- (3) There must be no existing or uncured Default by the existing Tenant.
- (4) The proposed subtenant/assignee must not be a party with whom Landlord is currently negotiating for space in the Property or an existing tenant of the Property.
- (5) The proposed subtenant/assignee must not be in default in any other agreement with the Landlord, nor have a history of defaults with the Landlord.
- (6) The managerial and operational skills of the proposed subtenant/assignee must be sufficient to reasonably conclude that such assignee/subtenant will operate the Leased Premises in a reputable manner.

(b) In the event Tenant desires to assign or transfer this Lease, or sublet (or permit occupancy or use of) the Leased Premises, or any part thereof, Tenant shall give Landlord thirty (30) days prior written notice of Tenant's intention to so assign or transfer or sublet all or any part of the Leased Premises (which notice shall include all information necessary for Landlord to evaluate Tenant's proposal). For thirty (30) days following receipt of said notice, Landlord shall have the right, exercisable by sending notice to Tenant, to (i) refuse to permit such assignment, sublet or transfer, (ii) permit such assignment, (iii) terminate this Lease, or (iv) sublet from Tenant for the balance of the term of this Lease, (aa) all of the Leased Premises in the event Tenant notified Landlord of its intention to assign or transfer this Lease, or (bb) only so much of the Leased Premises as Tenant intends to sublet in the event Tenant notified Landlord of its intention to sublet the Leased Premises or a portion thereof, at the same rent per square foot Tenant is obligated to pay to Landlord hereunder. In the event that Landlord elects to terminate the Lease as provided above, Tenant may void said termination by notifying Landlord within ten (10) days after receipt of Landlord's termination notice that it withdraws its proposed assignment/sublet. Tenant may assign or transfer this Lease, or sublet such space if Tenant has obtained the prior written consent of Landlord. In the event Tenant is in Default hereunder, Tenant hereby assigns to Landlord the rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said rent directly to Landlord. The consent by Landlord to any assignment, transfer or subletting to any party shall not be construed as a waiver or release of Tenant under the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee, transferee, subtenant or occupant constitute a waiver

or release of Tenant of any covenant or obligation contained in this Lease, nor shall any such assignment, transfer or subletting be construed to relieve Tenant from giving Landlord said thirty (30) days' notice or from obtaining the consent in writing of Landlord to any further assignment, transfer or subletting.

(c) In the event Landlord does not exercise its right to have all or a portion of the Leased Premises, as the case may be, subleased or assigned to it but gives Tenant its written consent to assign, transfer or sublet all or a portion of the Leased Premises to a third party, one-half of any monthly rent or other payment accruing to Tenant (less Tenant's reasonable transaction costs) as the result of any such assignment, transfer, or sublease, including any lump sum or periodic payment in any manner relating to such assignment, transfer or sublease, which is in excess of the rent then payable by Tenant under this Lease shall be paid by Tenant to Landlord monthly as Additional Rent. Landlord may require a certificate from Tenant specifying the full amount of any such payment of whatsoever nature.

(d) Any costs and expenses, including attorneys' fees (which shall include the cost of any time expended by Landlord's in-house counsel) incurred by Landlord in connection with any proposed or purported assignment, transfer or sublease shall be borne by Tenant and shall be payable to Landlord as Additional Rent. Landlord agrees that said amount for Landlord's costs (not including outside counsel) shall not exceed One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars.

ARTICLE XII. SUBORDINATION AND FINANCING

Section 12.01 - Subordination:

This Lease and Tenant's tenancy hereunder shall be subject and subordinate at all times to the lien of any mortgage or deed of trust now or hereafter placed upon the interest of Landlord and the Leased Premises. Tenant also agrees that any mortgagee or trustee may elect to have this Lease a prior lien to its mortgage or deed of trust, and in the event of such election, and upon notification by such mortgagee or trustee to Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant agrees to execute and deliver upon request such instruments as may be desired by Landlord or by any mortgagee or trustee subordinating this Lease to the lien of any present or future mortgage or deed of trust, or as may be otherwise required to carry out the intent of this Section. In the event that Tenant is requested to execute any such instrument subordinating this Lease to the lien of any future mortgage or future deed of trust, then such instrument shall contain a provision stating that Tenant's rights under this Lease and its use, possession, and enjoyment of the Leased Premises pursuant to this Lease shall not be diminished or disturbed provided Tenant is not in default of this Lease.

Section 12.02 - Attornment:

If, and so long as this Lease is in full force and effect, then at the option of the mortgagee: (a) this Lease shall remain in full force, notwithstanding (i) a default under the mortgage by Landlord, (ii) failure of Landlord to comply with this Lease, (iii) a defense to which Tenant might be entitled against Landlord under this Lease, or (iv) any bankruptcy or similar

proceedings with respect to Landlord, (b) if any such mortgagee shall become possessed of the Leased Premises, Tenant shall be obligated to such mortgagee to pay to it the rentals and other charges due hereunder and to thereafter comply with all the terms of this Lease, and (c) if any mortgagee or purchaser, at a private or public sale shall become possessed of the Leased Premises, Tenant shall, without charge, attorn to such mortgagee or purchaser as its landlord under this Lease. Tenant agrees that in the event Landlord is in default under this Lease, any mortgagee or trustee under a deed of trust of Landlord's interest in the Leased Premises shall be permitted (but not required) to enter the Leased Premises for the purpose of correcting or remedying such default, and Tenant agrees to accept performance by such mortgagee or trustee in lieu of performance by Landlord. Tenant further agrees that, from and after notice from Landlord of the name and address of any mortgagee or trustee, Tenant will contemporaneously deliver notice to any such mortgagee or trustee of a default by Landlord under the Lease. Notwithstanding any provision of this Lease, Tenant agrees that no termination of the Lease or abatement or reduction of rent or any other amounts under this Lease shall be effective unless and until such mortgagee or trustee has received notice and fails within thirty (30) days of the date on which Landlord's cure period expires to cure the default of Landlord in question, or if the default cannot be cured within said thirty (30) days, fails to commence and diligently prosecute the cure of such default.

Section 12.03 - Financing:

In the event the construction lender, land lessor or the permanent lender for the Property requires, as a condition to financing modifications to this Lease, provided such modifications are reasonable, do not adversely affect Tenant, do not materially alter the approved working plans and do not increase the rent and other sums to be paid hereunder, Landlord shall submit to Tenant a written amendment with such required modifications and Tenant agrees to execute and return such amendment to Landlord within ten (10) days.

Section 12.04 - Estoppel:

From time to time and upon five (5) days' notice, Tenant agrees to execute and deliver a written acceptance/estoppel certificate confirming that Tenant has accepted the Leased Premises and such other facts relative to this Lease as Landlord or any mortgagee of the Property may request to be confirmed. If Tenant fails to execute such certificate, Tenant hereby appoints Landlord as its attorney-in-fact, irrevocably, to execute and deliver such certificate for Tenant.

ARTICLE XIII. DEFAULTS

Section 13.01 - Events of Default: Events of Default:

If any one or more of the following events occur, said event or events shall hereby be classified as a "Default" and such Default shall be determined by Landlord's sole and absolute discretion:

(a) If Tenant fails to pay Minimum Rent, Additional Rent or any other charges required to be paid by Tenant when same shall become due and payable;

(b) If Tenant shall fail to perform or observe any terms and conditions of this Lease, and such failure shall continue for twenty (20) days after notice from Landlord (except that such twenty (20) day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such Default, if such Default cannot be cured within such period, provided Tenant commences the process of curing the same within said twenty (20) day period and diligently pursues such cure to completion within not more than thirty days in total);

(c) If Tenant refuses to take possession of the Leased Premises at the Delivery Date, or fails to open its doors for business on the Rent Commencement Date as required herein, vacates the Leased Premises and permits the same to remain unoccupied and unattended or substantially ceases to carry on its normal activities in the Leased Premises;

(d) If Tenant, or any guarantor of Tenant's obligations hereunder, shall: (i) convey or assign any substantial portion of its assets for less than fair value, or (ii) make distributions to its owners other than in the ordinary course of business, or (iii) make an assignment for the benefit of creditors or file a petition, in any state court, in bankruptcy, reorganization, composition, or make an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property;

(e) If any petition shall be filed under state law against Tenant or any guarantor of Tenant's obligations hereunder in any bankruptcy, reorganization or insolvency proceedings, and said proceedings shall not be dismissed or vacated within thirty (30) days after such petition is filed;

(f) If a receiver or trustee shall be appointed under state law for Tenant or any guarantor of Tenant's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within thirty (30) days after such appointment; or

(g) If any execution, levy, attachment or other legal process of law shall occur upon Tenant's goods, fixtures, or interest in the Leased Premises.

(h) If Tenant experiences a material adverse change in its financial condition as set forth in section 19.13 of this Lease.

(i) If Tenant fails to maintain insurance as required under this Lease or attempts to make an assignment, sublet or transfer in violation of this Lease.

(j) If Tenant violates section 19.19.

Section 13.02 - Landlord's Remedies:

Upon the occurrence of any event of default set forth in Section 13.01, or elsewhere in this Lease, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may terminate this Lease as of the date of such default, in which event (i) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Leased Premises, and Tenant shall immediately thereafter surrender the Leased Premises to Landlord; (ii) Landlord may re-enter the Leased Premises and dispossess Tenant or any other occupants of the Leased Premises by any means permitted by law, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; and (iii) notwithstanding the termination of this Lease, Landlord may declare all rent which would have been due under this Lease for the balance of the Lease term to be immediately due and payable (with a five (5%) percent present value discount), whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of such termination; with it being expressly understood and agreed that the liabilities and remedies specified in this paragraph shall survive the termination of this Lease; and/or

(b) Landlord may, without terminating this Lease, re-enter the Leased Premises and relet all or any part of the Leased Premises for a term different from that which would otherwise have constituted the balance of the Lease term and for rent and on any terms and conditions acceptable to Landlord in its sole discretion, including terms and conditions substantially different from those contained herein, whereupon Tenant shall be obligated to pay to Landlord as liquidated damages the difference between the rent provided herein and that provided for in any lease covering a subsequent reletting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease term, together with all of Landlord's reasonable costs and expenses for reletting the Leased Premises, including any real estate commissions and the cost of all repairs and Tenant finish improvements. Taking possession of the Leased Premises by Landlord pursuant to this subsection shall not be construed as an election to terminate this Lease unless notice of such intention is given to Tenant or decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of Tenant default, Landlord may at any time after such reletting elect to terminate this Lease for such default.

(c) Landlord may, without terminating this Lease, take such actions contemplated by Section 19.16 below and/or those rights set forth in the Uniform Commercial Code, being MCL 440.1101 et seq, with or without court action.

In addition to the foregoing, Landlord may also sue for injunctive relief or to recover damages for any loss resulting from the breach. Should suit be brought or Landlord incur any legal expenses in the enforcement of this Lease against Tenant, including expenses incurred in the bringing of suit for recovery of possession of the Leased Premises, for the recovery of rent or for any other amount due under the provisions of this Lease, Tenant shall pay to Landlord all expenses incurred therefore including actual attorney fees.

Parties hereto shall and do hereby waive trial by jury in any action, proceeding or counter claim brought by either of the parties hereto against the other on any matters whatsoever arising out of or any way connected with this Lease, Tenant's use or occupancy of the Lease Premises and/or any claim of injury or damage. In the event Landlord commences proceedings for non-

payment of rent or other monetary obligations under this Lease, Tenant shall not interpose any counter claim of whatever nature or description in any such proceeding.

It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

Section 13.03 - Additional Remedies and Waivers:

The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law and all such rights and remedies shall be cumulative. No action or inaction by Landlord shall constitute a waiver of a Default and no waiver of Default shall be effective unless it is in writing, signed by Landlord.

Section 13.04 - Default by Landlord:

Landlord shall in no event be charged with a default hereunder unless Landlord shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such default shall be deemed to have been cured if Landlord commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same. In no event will a default by Landlord permit Tenant to terminate this Lease or to pursue any claims for consequential, indirect, punitive or special damages.

ARTICLE XIV. BANKRUPTCY OR INSOLVENCY

Section 14.01 - Tenant's Interest Not Transferable:

Neither Tenant's interest in this Lease, nor any interest therein of Tenant nor any estate hereby created in Tenant, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

Section 14.02 - Landlord's Option to Terminate:

In the event the estate created in Tenant hereby shall be taken, in execution or by other process of law, or if Tenant or Tenant's Guarantor or their respective executors, administrators or assigns, if any, shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant or Tenant's Guarantor, if any, shall be appointed by reason of the insolvency or inability of Tenant or Tenant's Guarantor, if any, to pay its debts, or if any assignment shall be made of the property of Tenant or Tenant's Guarantor, if any, for the benefit of creditors, then and in any such events, Landlord may at its option terminate this Lease and all rights of Tenant hereunder, by giving to Tenant notice of the election of Landlord to so terminate, in which event this Lease shall cease and terminate with the same force and effect as though the date set forth in said notice were the

date originally set forth herein and fixed for the expiration of the Term, and Tenant shall vacate and surrender the Leased Premises but shall remain liable as herein provided.

Section 14.03 - Tenant's Obligation to Avoid Creditors' Proceedings:

Tenant or Tenant's Guarantor, if any, shall not cause or give cause for the institution of legal proceedings seeking to have Tenant or Tenant's Guarantor, if any, adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for the assets of Tenant or Tenant's Guarantor, if any, and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy law, or the appointment of a trustee or receiver of Tenant or Tenant's Guarantor, if any, or its assets, shall be conclusive evidence that Tenant caused, or gave cause therefor, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment. Any act described in this Section 14.03 shall be deemed a material breach of Tenant's obligation hereunder, and upon such breach by Tenant, Landlord may, at its option and in addition to any other remedy available to Landlord, terminate this Lease and all rights of Tenant hereunder, by giving to Tenant notice of the election of Landlord to so terminate.

Section 14.04 - Application of Bankruptcy Proceeds:

Notwithstanding anything to the contrary contained in this Article XIV, in the event, for any reason whatsoever, the interest of Tenant in this Lease is subject to assignment or sale by the Bankruptcy Court, then, and in that event, all proceeds of such sale or assignment shall be paid to Landlord and not to Tenant nor to the bankruptcy estate.

Section 14.05 - Bankruptcy:

(a) Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law, except as may specifically be provided pursuant to the Bankruptcy Code (11 USC §101 et. seq.), as the same may be amended from time to time.

(b) Rights and Obligations Under the Bankruptcy Code. (1) It is understood and agreed that this Lease is a lease of real property in a Property as such lease is described in Section 365 of the Bankruptcy Code, as the same may be amended from time to time. (2) Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor-in-possession, and any trustee who may be appointed with respect to the assets of or estate in bankruptcy of Tenant, agree to pay monthly in advance on the first day of each month, as reasonable compensation for the use and occupancy of the Leased Premises, an amount equal to all Minimum Rent, Additional Rent and other charges otherwise due pursuant to this Lease. (3) Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of the assumption and/or assignment of this Lease are the following: (i) the cure of any monetary defaults and reimbursement of pecuniary loss within not more than thirty (30) days of assumption and/or assignment; (ii) the deposit of an additional sum equal to not less than three (3) months' Minimum Rent and Additional Rent to be held by Landlord as a

security deposit, which sum shall be determined by Landlord, in its sole discretion, to be a necessary deposit to secure the future performance under the Lease of Tenant or its assignee; (iii) the use of the Leased Premises as set forth in Section 4.01 of this Lease and the quality, quantity and/or lines of merchandise, goods or services required to be offered for the sale are unchanged; and (iv) the prior written consent of any mortgagee to which this Lease has been assigned as collateral security.

ARTICLE XV. RIGHT OF ACCESS

Section 15.01 - Right of Access:

Landlord may, upon prior notice to Tenant (except in the case of an emergency, in which case no such notice is required), enter upon the Leased Premises for the purpose of inspecting, making repairs, replacements or alterations, and showing the Leased Premises to prospective purchasers, lenders or lessees. During the last six (6) months of the term, Landlord shall have the right to display one (1) or more "For Rent" signs on or about the Leased Premises.

ARTICLE XVI. DELAYS

Section 16.01 - Delays:

If Landlord or Tenant is delayed from performing any of their respective obligations during the term of this Lease because of weather, strikes, delays in the permitting or governmental administrative process, acts of God or other cause beyond their control, then the period of such delays shall be deemed added to the time herein provided for the performance of any such obligation and the defaulting party shall not be liable for losses or damages caused by such delays; provided, however, that this Article shall not apply to the payment of any sums of money required to be paid by Tenant hereunder or any obligation of Landlord or Tenant that can be satisfied by the payment of money. Subject to the foregoing, time is of the essence with respect to all obligations to be performed by Tenant pursuant to the terms of this Lease.

ARTICLE XVII. END OF TERM

Section 17.01 - Return of Leased Premises:

Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Leased Premises to Landlord, in good order, broom clean, normal wear and usage excepted. Subject to the other terms of this Lease, Tenant shall, at its expense, remove all property of Tenant, all alterations to the Leased Premises not wanted by Landlord, including without limitation, all exterior signs, and repair damage caused by such removal and return the Leased Premises to the condition in which they were prior to the installation of the article so removed. Tenant expressly acknowledges that it has no real estate interest in the Leased Premises upon the expiration or termination of this Lease, and that any interest that Tenant has in the Leased Premises consists only of personal property.

Section 17.02 - Holding Over:

If Tenant shall hold possession of the Leased Premises after the expiration or termination of this Lease, at Landlord's option (i) Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month at one hundred fifty (150%) percent of the Minimum Rent in effect during the last Lease Year immediately preceding such holdover, and otherwise subject to all of the terms and conditions of this Lease but terminable by Landlord on thirty days' notice, or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity including an action for wrongfully holding over.

ARTICLE XVIII. COVENANT OF QUIET ENJOYMENT

Section 18.01 - Covenant of Quiet Enjoyment:

Landlord covenants that if and so long as Tenant pays in full all the rent and all other charges provided for herein and performs all of its obligations provided for herein, and had not ever been or is not currently in Default, Tenant shall at all times during the term hereof peaceably have, hold and enjoy the Leased Premises, without any interruption or disturbance from Landlord, or anyone claiming through or under Landlord, subject to the terms hereof, and any mortgages to which this Lease is subordinate.

ARTICLE XIX. MISCELLANEOUS

Section 19.01 - Interpretation:

This Lease contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, or warranties or representations, oral or written, between them other than as herein set forth. In the event of any conflict or irreconcilable inconsistency between the provisions contained in the body of this Lease and its exhibits, the provisions contained in the exhibits shall control. The Lease or any part of it may not be changed, altered, modified, limited, terminated, or extended orally or by any agreement between the parties unless such agreement is in writing and signed by the parties hereto, their legal representatives, successors or permitted assigns. Tenant acknowledges and agrees that neither Landlord nor any representative of Landlord nor any broker has made any representation to or agreement with Tenant relating to the Leased Premises, this Lease or the Property which is not contained in the express terms of this Lease. Tenant acknowledges and agrees that Tenant's execution and delivery of this Lease is based upon Tenant's independent investigation and analysis of the business potential and expenses in connection with this Lease, and Tenant hereby expressly waives any and all claims or defenses by Tenant against the enforcement of this Lease which are based upon allegations of representations, projections, estimates, understandings or agreements by Landlord or Landlord's representative that are not contained in the express terms of this Lease.

Section 19.02 - Notice:

All notices, consents, requests, demands, designations or other communications which may or are required to be given by either party to the other under this Lease shall be in writing and shall be deemed to have been duly given and received when:

(1) If to Landlord: (a) personally delivered; or (b) three (3) days after being deposited in the United States mail, certified or registered, postage prepaid; or (c) one (1) business day after being deposited with a nationally recognized overnight courier service at the address set forth on page 1 of this Lease, or to such other place as Landlord may from time to time designate in a notice to Tenant, **WITH A REQUIRED COPY to Landlord's attorney at the following address:**

Thomas W. Forster, Esq.

Varnum LLP

101 N. Main, Suite 525

Ann Arbor, Michigan 48104

(2) If to Tenant: (a) personally delivered; or (b) three (3) days after being deposited in the United States mail, certified or registered, postage prepaid; or (c) one (1) business day after being deposited with a nationally recognized overnight courier service; or (d) sent by facsimile transmission or electronic mail to be immediately followed by delivery in accordance with the foregoing (a), (b) or (c), and in all instances at the Leased Premises address as set forth on page 1 of this Lease, or to such other place as Tenant may from time to time designate in a notice to Landlord. Tenant hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and notices thereunder the person in charge of or occupying the Leased Premises at the time, and, if no person shall be in charge of or occupying the Leased Premises at the time, then such service may be made by attaching the same on the main entrance of the Leased Premises.

Either party may change addresses for notices by a notice sent in accordance with the provisions of this Section.

Section 19.03 - Applicable Laws:

It is the intent of the parties hereto that all questions and/or disputes with respect to the construction of this Lease and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the State of Michigan. Any and all such disputes shall be filed either in the Circuit Court of Oakland County, MI or the court of competent jurisdiction in the jurisdiction in which the Property is located. Said choice to be made in the sole discretion of the party filing suit.

Section 19.04 - Successors:

This Lease shall bind and inure to the benefit of the parties hereto and their respective legal representatives, and their permitted successors and assigns.

Section 19.05 - Limitation on Landlord's Personal Liability:

There shall be no personal liability on Landlord, its officers, partners, employees, shareholders, agents beneficiaries, or any successor in interest with respect to any provisions of this Lease, or amendments, modifications or renewals hereof. Tenant shall look solely to the Landlord's interest in the Leased Premises for the satisfaction of any remedies of Tenant in the event of a breach by Landlord of any of its obligations hereunder.

Section 19.06 - Brokers:

Tenant and Landlord each warrant and represent to the other that there was no broker, agent or other consultant instrumental in consummating this Lease other than those entities (collectively, the "Consultant") identified on the cover page of this Lease. Landlord and Tenant each agree to indemnify and hold the other harmless against any claims for brokerage commission or consulting fee arising by reason of a breach by the indemnifying party of this representation and warranty. Landlord shall be responsible for the payment of and indemnify Tenant with respect to any fee due the Brokers/Consultants identified on the Lease Data Exhibit sheet, which payment shall be pursuant to the terms and conditions of a separate written agreement between Landlord and the Consultant.

Section 19.07 - Landlord Assignment:

Landlord hereunder shall have the right to freely assign this Lease without notice to or consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Leased Premises, including a so-called sale-leaseback, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, including, but not limited to, any obligation to Tenant with respect to the security deposit referred to in Section 2.03 of this Lease upon assignment of the same to the transferee, provided that the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then transferee. Upon the termination of any Lease in a sale-leaseback transaction prior to termination of this Lease, the former lessee thereunder shall become and remain liable as Landlord hereunder until a further transfer. No holder of a mortgage or deed of trust to which this Lease is, or may be subordinate, shall be responsible in connection with the security deposited hereunder, unless such mortgagee or holder of such deed of trust of lessor shall have actually received the security deposited hereunder.

Section 19.08 - Relationship of the Parties:

The terms of this Lease shall not be interpreted to mean that Landlord and Tenant are partners or joint ventures.

Section 19.09 - Waiver of Right of Redemption:

Tenant hereby expressly waives for itself and all persons claiming by or through it, any right of redemption or for the restoration of the operation of this Lease under any present or future law in case Tenant shall be dispossessed for any cause.

Section 19.10 - Waiver of Jury Trial:

LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON OR IN RESPECT OF ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE.

Section 19.11 - Invalidity of Particular Provisions:

If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 19.12 - Strict Performance:

No failure by Landlord to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease to be kept, observed or performed by Tenant, and no failure by Landlord to exercise any right or remedy consequent upon a breach of any such term, covenant, agreement, provision, condition or limitation of this Lease, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition or limitation.

Section 19.13 - Financial Disclosures:

Tenant and any Guarantor agree promptly to disclose to Landlord any material adverse change in the financial condition of Tenant or of the Guarantor occurring from and after the date hereof. Upon Landlord's written request, Tenant shall promptly furnish to Landlord, from time to time, financial statements reflecting Tenant's current financial condition, which financial statements shall be certified as being true and correct by the chief financial officer and by the chief executive officer of Tenant, and shall upon Landlord's written request promptly furnish Landlord, from time to time, financial statements reflecting the current financial condition of each Guarantor of this Lease, which financial statements shall be certified as being true and correct by the chief financial officer and by the chief executive officer of each such Guarantor. Landlord shall use reasonable efforts to keep all financial information divulged pursuant to this Section 19.13 confidential, however, the aforesaid confidentiality requirement shall not apply to any information that becomes generally available to the public, any information received by Landlord from third parties without breach of any confidentiality agreement with respect to any such information, any disclosure by Landlord to a bank or a potential purchaser of the Property, or pursuant to any court order or any litigation. Tenant shall further promptly notify Landlord of any event of default of the terms of a lease at any location at which Tenant, or any entity owned or controlled by tenant, does business regardless of whether the Landlord at such location has

taken any action with respect to such default. Tenant agrees that such an event of default shall constitute a material adverse change in Tenant's financial condition.

Section 19.14 - Execution in Counterparts:

This Lease may be executed in one or more counterparts, any one or all of which shall constitute but one agreement.

Section 19.15 - Execution of Lease by Landlord:

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or an option for, the Leased Premises, and this document shall be effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

Section 19.16 - Security Agreement:

Tenant hereby grants to Landlord a security interest in all inventory, equipment, fixtures, trade fixtures, improvements, and merchandise now or hereafter located in the Leased Premises, and all proceeds and accounts receivable therefrom (the "Collateral"), to secure the payment and performance of Tenant's obligations set forth in this Lease. Tenant further grants to Landlord a security interest in this Lease, to secure the payment and performance of Tenant's obligations set forth in this Lease (the "Additional Collateral"). Tenant hereby appoints Landlord its true and lawful attorney-in-fact in its name or otherwise to execute and file any financing statement(s) on behalf of Tenant and to do any and all acts and to execute and file any and all documents which may be necessary to realize, perfect, continue, preserve and protect the security interest upon the Collateral or the Additional Collateral. Notwithstanding the foregoing, nothing in this provision shall require the Landlord to perfect its security interest in the Collateral or Additional Collateral in order to lawfully exercise such rights as to the Tenant. Tenant hereby appoints Landlord its true and lawful attorney-in-fact in its name or otherwise to execute and file any financing statement(s) on behalf of Tenant and to do any and all acts and to execute and file any and all documents which may be necessary to realize, perfect, continue, preserve and protect the security interest upon the Collateral. In the event of default and upon demand Tenant agrees that it shall assign this Lease to Landlord or such other third party as the Landlord directs if such assignment can be done in any way that reduces Tenant's defaulted obligations under this Lease. Should Tenant refuse to execute such assignment, Tenant further hereby appoints Landlord its true and lawful attorney-in-fact in Tenant's name and on Tenant's behalf to sign any assignment of this Lease to another party or to Landlord.

Upon the occurrence of any Default, Landlord shall be entitled to exercise all of the rights and remedies of a secured party under the Uniform Commercial Code. Reasonable attorneys' fees of Landlord in enforcing any right or exercising any remedy pursuant to this Section 19.16 shall be deemed a part of the obligation secured hereby. Notwithstanding anything to the contrary contained herein, Tenant may encumber or grant a security interest or other interest in any signs, inventory, personal property, trade fixtures, and equipment (excluding permanent leasehold improvements) which Tenant may install in the Leased Premises to a *bona fide*

mortgagee, lender or secured creditor, to whose rights Landlord's interest shall be subordinate, if such interest is disclosed in writing to Landlord prior to execution of this Lease.

Section 19.17 - Effect of Captions:

The captions or legends in this Lease are inserted for convenient reference or identification of the particular paragraphs. They are in no way intended to describe, interpret, define or limit the scope, extent or interest of this Lease, or any paragraph or provision thereof.

Section 19.18 - Recording:

This Lease shall not be recorded. Upon Tenant's request, Landlord shall execute and deliver a recordable memorandum of lease setting forth the term hereof, the names and addresses of the parties and such other information as may be mutually agreeable to Landlord and Tenant.

Section 19.19 - Confidentiality:

Tenant covenants to not disclose this Lease, the terms hereof, or any part of this Lease to anyone other than its attorneys, accountants, employees, or lenders who need to know of its content in order to perform their duties for Tenant and agree to also hold this information confidential. If Tenant is compelled by court order to release the information, it shall notify Landlord immediately and not disclose it prior to Landlord having the chance to litigate the disclosure, require a protective order or take other measures to prevent disclosure.

Section 19.20 – Good Faith Dealing:

Landlord and Tenant shall be obligated to act in good faith in the performance and enforcement of their rights and obligations hereunder, and shall have an obligation to deal fairly and reasonably with each other, having due regard for all relevant facts and circumstances.

Section 19.21– No Presumption Against Drafting Party:

The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised the Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto.

Section 19.22 – Guarantor:

Tenant's obligations under the terms of this Lease shall be guaranteed by the execution and delivery by the guarantor (the "Guarantor") identified on the cover page of this Lease, of the guaranty attached to this Lease. If the cover page of this Lease does not identify a Guarantor, then unless a Guarantor executes and delivers the Guaranty, this section of the Lease shall be of no force and effect.

Section 19.23 – Exhibits and Attachments:

The following Exhibits are attached to and made a part of this Lease by this reference hereto:

- | | | |
|----|------------|--|
| a) | Exhibit A | Property Site Plan – See Section 1.01 and 1.02 |
| b) | Exhibit B | Rent Commencement Date - See Section 1.03 |
| c) | Exhibit C | Tenant’s Work – See Section 3.03 |
| d) | Exhibit D | Sign Criteria – See Attachment |
| | Attachment | Guaranty of Lease – See Section 19.22 |

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement to be executed effective the day and year first above written. In the event that a fully executed original of this Lease has not been returned to Landlord by Tenant within ten (10) days after Landlord's execution thereof, Landlord's offer to lease the Leased Premises shall be deemed withdrawn and of no further force or effect.

LANDLORD:

BELMOND PROPERTIES, LLC,
A Michigan Limited Liability Company

By: _____
JMC Management LLC, as property manager on
behalf of landlord
By: Christina L. Rice
Its: Agent
Date:

TENANT:

SOCIALITE EVENT GALLERY, LLC
A Michigan Limited Liability Company

By:
Its:
EIN#:
Date:

TENANT:

Najae Dixon

Individually, Jointly and Severally
S.S. #
Driver License #
Date:

TENANT:

Donovan Dixon

Individually, Jointly and Severally

S.S. #

Driver License #

Date:

EXHIBIT A - PROPERTY SITE PLAN

[See Section 1.01 & 1.02]

EXHIBIT B - MEMORANDUM OF RENT COMMENCEMENT DATE
[See Section 1.03]

THIS MEMORANDUM OF RENT COMMENCEMENT DATE is entered into this 16th day of July 2024, by BELMOND PROPERTIES, LLC, a Michigan Limited Liability Company ("**Landlord**"), and SOCIALITE EVENT GALLERY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY ("**Tenant**").

RECITALS

A. Landlord and Tenant have previously executed that certain Lease Agreement dated July 16, 2024 ("**Lease**"), pursuant to which Tenant has leased from Landlord certain Leased Premises more particularly described therein.

B. Pursuant to the provisions of **Section 1.03** of the Lease, Landlord and Tenant have agreed to execute this Memorandum of Commencement Date to specify the Rent Commencement Date of the Lease Term.

NOW, THEREFORE, in consideration of the foregoing recitals, the execution and delivery of the Lease and other good and valuable considerations, the receipt, sufficiency and validity which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Rent Commencement Date.** The Rent Commencement Date is August 1, 2024, and the expiration date of the initial term of the Lease is October 31, 2027.

2. **Options.**

INTENTIONALLY LEFT BLANK

3. **Address.** The street address of the Leased Premises is: **16184 Middlebelt Rd., Livonia, MI 48184.**

4. **Notice.** Tenant's address for notices is: **16184 Middlebelt Rd., Livonia, MI 48184**

5. **Definitions.** Capitalized terms used in this Memorandum of Rent Commencement Date without definition shall have the meanings assigned to such terms in the Lease, unless the context requires otherwise.

6. **Full Force and Effect.** Except as specifically modified by this Memorandum of Rent Commencement Date, the Lease remains in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Rent Commencement Date as of the date and year first above written.

LANDLORD:
BELMOND PROPERTIES, LLC
a Michigan Limited Liability Company

TENANT:
SOCIALITE EVENT GALLERY, LLC
a Michigan Limited Liability Company

By: _____
JMC Management LLC, as Property Manager on
behalf of Landlord
By: Christina L. Rice
Its: Agent
Date:

By:
It's:
Federal Tax Id#
Date:

EXHIBIT C – TENANT’S WORK
[See Section 3.03]

Tenant hereby agrees to construct Tenant’s improvements within the Leased Premises in accordance with Plans and Specifications approved by Landlord, to be subsequently submitted by Tenant. Upon submission of said Plans and Specifications, and Landlord’s approval of same, said Plans and Specifications shall be deemed to be **Exhibit “C”**.

EXHIBIT D – SIGN CRITERIA

SIGN CRITERIA

A. General:

(1) Tenant will not place or cause to be placed or maintained any sign or advertising matter of any kind anywhere within the Property, except in the interior of the leased premises, without Landlord's prior written approval. No symbol, design name, mark or insignia adopted by the Landlord for the Property shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of any store and which are visible from the outside shall advertise any product. All signs located in the interior of any store shall be in good taste so as not to detract from the general appearance of the store and the Property. Tenant further agrees to maintain in good condition and repair at all times any such sign or advertising matter of any kind which has been approved by Landlord for use by Tenant.

(2) The furnishings and installation of a sign and the costs incurred shall be the responsibility of the Tenant. Sign construction is to be completed in compliance with the instructions, limitations and criteria contained herein.

(3) Each Tenant will be required to identify its premises by a sign.

(4) Service doors will be provided with uniform signs identifying stores by the Landlord. Tenant shall not post any other additional signs.

(5) All signs and location of same must be approved by the applicable governmental authorities and Landlord. Submit four (4) prints of sign design and details to Landlord for approval.

(6) Sign location will be designated by the Landlord. Sign location may be such that the centerline of the sign is not centered over the centerline of the Tenant's store front.

(7) Tenant's sign contractor shall provide the necessary and required backing and framing behind the sign facia to support Tenant's sign.

B. Sign Criteria:

(1) The wording of the signs shall be limited to the store name only, and such name shall not include any items sold therein.

(2) The use of corporate shields, crests, logos, or insignia will be permitted provided such corporate shields, crests, logos or insignia shall not exceed the average height for sign

letters.

(3) The average height of sign letters or components shall not exceed 30" with no letter larger than 36".

(4) The extreme outer limits of sign shall not exceed 63% of the store width.

(5) The following design standards will be adhered to:

(a) Sign letters shall be individual and shall be of metal sides, plastic face, trim caps and mounted directly on sign transformer housing which shall be attached to metal canopy fascia of covered walkway.

(b) All letters shall have concealed attachment devices, clips, wiring and transformer. No exposed tubing or lamps will be permitted.

(c) Tenant's Sign Contractor shall wire sign and make connection from metal canopy fascia, to which sign is to be attached, to junction box above canopy ceiling near storefront.

(d) No exposed conduit or junction boxes on face of metal canopy fascia will be permitted.

C. Prohibited Types of Signs or Sign Components:

(1) Moving or rotating signs.

(2) Signs employing moving or flashing lights.

(3) Signs exhibiting the names, stamps or decals of the sign manufacturer or installer.

(4) Signs employing painted and/or non-illuminated letters.

(5) Cloth, wood, paper or cardboard signs, stickers, decals or painted signs around or on exterior surfaces (including interior surfaces of doors and/or windows) of the premises.

(6) Signs employing noise making devices and components.

(7) Signs, letters, symbols or identification of any nature, painted directly on surfaces exterior to the premises.

(8) Free-standing signs.

(9) Signs employing unedged or uncapped plastic letters or letters with no returns and exposed fastenings.

(10) Box signs.

GUARANTY OF LEASE

In consideration of and as a material inducement to **BELMOND PROPERTIES, LLC, a Michigan Limited Liability Company** ("Landlord") executing and delivering simultaneously herewith, in reliance upon this Guaranty that certain Lease Agreement ("Lease") dated on or about the date of this Guaranty, between Landlord and **SOCIALITE EVENT GALLERY, LLC, a Michigan Limited Liability Company** ("Tenant"), the undersigned (hereinafter referred to as the "Guarantor") hereby unconditionally and absolutely guarantees unto Landlord, its successors and assigns, the full, prompt and complete payment by Tenant of any Minimum Rent, Additional Rent and any additional payments, as these terms may be provided for and used in the Lease and the prompt, faithful and complete performance and observance by Tenant of all of the terms, covenants and conditions of the Lease on Tenant's part to be performed or observed.

Guarantor does hereby waive notice of any and all defaults on the part of Tenant, waives acceptance and notice of acceptance of this Guaranty, and waives all demands for payment or performance. Guarantor agrees that no delay on the part of Landlord in enforcing any of its rights or remedies or insisting thereupon, nor any extension of time nor any charges or modifications in or to, or in connection with the Lease, shall in any way limit, affect or impair the liability of Guarantor hereunder; and Guarantor hereby expressly consents to and approves thereof with the same force and effect as though his written consent had been given to each of such delays, extensions, changes and modifications.

This Guaranty is independent of and in addition to any security or other remedies which Landlord has or may have for the performance of any of the obligations on the part of Tenant. Guarantor agrees that Landlord shall not be required to resort to any other security or other remedies before proceeding upon this Guaranty, but that Landlord may proceed hereunder against Guarantor at any time it sees fit, independently of or concurrently with any other remedies it may have.

The undersigned agrees that in the event of insolvency, bankruptcy, or reorganization of Tenant, any liquidation, dissolution, winding-up or cancellation of the legal status of Tenant, any composition or arrangement by Tenant with its creditors, and irrespective of any rejection, assignment or termination of the Lease or any of the terms and conditions thereof by Tenant or any trustee of Tenant in connection with any petition for bankruptcy or reorganization filed by Tenant under the Bankruptcy Code or any other applicable federal or state law, the undersigned shall, nonetheless, remain liable hereunder for the full and complete performance of the terms and conditions of the Lease to be complied with or performed by Tenant during the entire Lease Term designated in the Lease.

No set-off, counterclaim, reduction or diminution of any obligation, or any defense of any kind or nature which the Guarantor has or may have against Landlord shall limit or in any way affect the obligations of the Guarantor hereunder.

It is understood that the liability hereunder of Guarantor shall continue for and during the entire term of the Lease and any renewals or extensions thereof, notwithstanding any assignment

of the Lease or subletting of all or any portion of the Leased Premises demised under the Lease. This Guaranty shall not be limited to any amount or time and shall at all times include the full indebtedness and all other liability and obligation of Tenant, or any assignee or subtenant of Tenant, to Landlord under the Lease.

If any Guarantor is an entity and is merged into or with any other company, firm or corporation, or conveys or distributes its assets to one or more entities or individuals, the resulting merged company, firm or corporation or the acquirer or distributee, as the case may be, shall become liable as the Guarantor hereunder, to the same extent as the Guarantor.

If any Guarantor is a corporation or a partnership (general or limited), firm or other entity the officers or partners executing this Guaranty on behalf of Guarantors hereby jointly and severally warrant and represent that the Guarantor has full power and authority to guarantee the Lease and to make and execute this Guaranty and that this Guaranty is fully and legally binding upon Guarantor.

In the event an action or proceeding is brought by Landlord to enforce this Guaranty Agreement or Landlord appears in any action or proceeding in any way connected with or growing out of this Guaranty Agreement, then and in any such event, Guarantor shall pay to Landlord all costs and expenses including, without limitation, reasonable attorney fees relating to such action or proceeding, including, without limitation, all costs and expenses, including reasonable attorney fees, incurred in obtaining, collecting or enforcing any judgment against Guarantor.

If this Guaranty is executed by two (2) or more corporation, individuals, firms, partnerships (general or limited) or other entities (or any combination thereof) the liability of said parties executing this Guaranty shall be joint and several.

Guarantor hereby waives trial by jury in any action, proceeding or counterclaim brought by Landlord against Guarantor on or in respect of any matter whatsoever arising out of or in any way connected with the Lease or this Guaranty, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Leased Premises and/or any claim of injury or damage.

It is the intent of the Guarantor that all questions and/or disputes with respect to this Guaranty or the Lease and the rights and the liabilities of the parties thereto shall be determined in accordance with the laws of the State of Michigan. Any and all such disputes shall be filed either in the Circuit Court of Oakland County, Michigan or the court of competent jurisdiction in the jurisdiction in which the Property is located, such choice to be made in the sole discretion of the party filing suit.

This Guaranty shall be binding upon the undersigned, the undersigned's successors and assigns, and shall inure to the benefit of Landlord, its successors and assigns and to the benefit of any successor to the interest of Landlord under the Lease.

GUARANTOR:
Najae Dixon

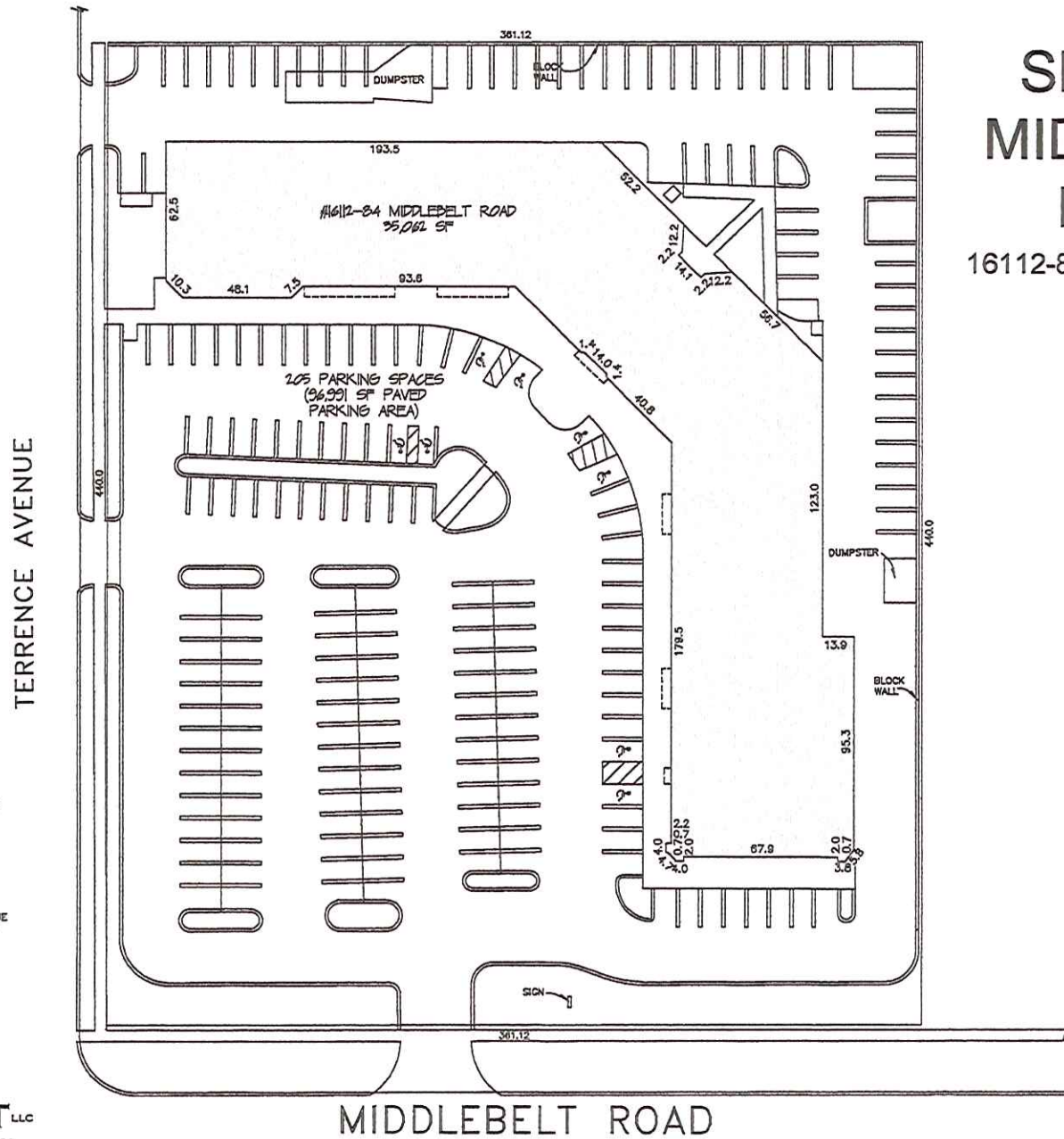
Individually, Jointly and Severally
S.S. #
Driver License #
Date:

GUARANTOR:
Donovan Dixon

Individually, Jointly and Severally
S.S. #
Driver License #
Date:

SHOPS AT MIDDLEBELT POINTE

16112-84 MIDDLEBELT ROAD



NOTES:

1. TENANT SPACE AREA CALCULATIONS WHERE EXISTING DEMISING WALLS ARE PRESENT; DETERMINED BY MEASUREMENT TO THE CENTER OF DEMISING WALLS/PARTITIONS AND TO THE EXTERIOR FACE OF EXTERIOR WALLS.

2. INTERIOR TENANT SPACE WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE AS SHOWN. FOR EXACT WIDTH AND DEPTH DIMENSIONS, EACH TENANT SPACE SHOULD BE MEASURED BY A QUALIFIED PROFESSIONAL.

3. THE ORIENTATION OF THE INDICATED NORTH ARROW MAY NOT BE 'TRUE NORTH', BUT IS SUBSTANTIALLY NORTH. AS SUCH, IT IS 'CALLED NORTH' AND IS NOT INTENDED FOR NAVIGATIONAL USAGE.

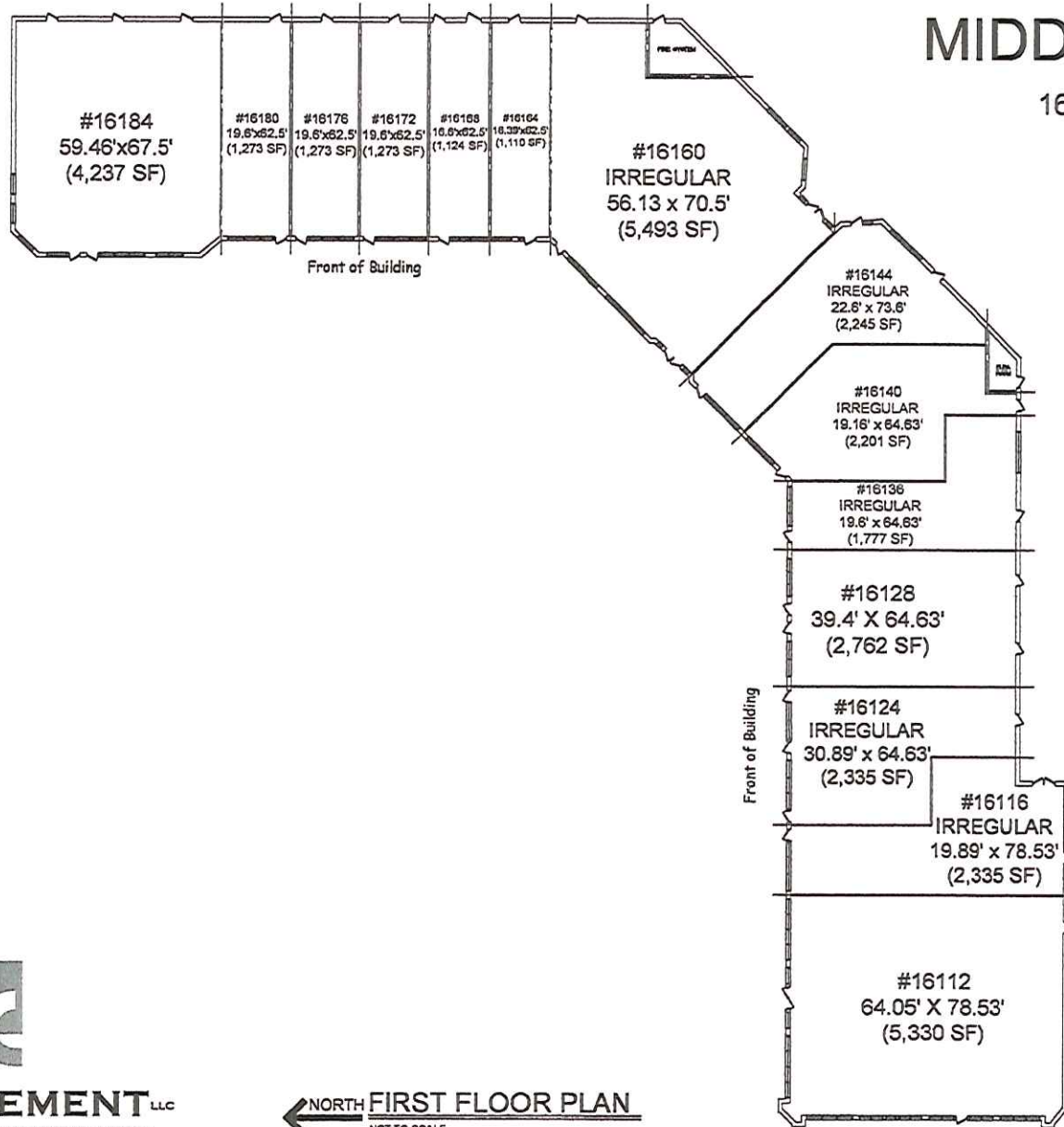


JMC MANAGEMENT LLC
A FULL SERVICE BROKERAGE AND MANAGEMENT FIRM

← NORTH **SITE PLAN**
NOT TO SCALE

SHOPS AT MIDDLEBELT POINTE

16112-84 MIDDLEBELT ROAD



NOTES:

1. TENANT SPACE AREA CALCULATIONS WHERE EXISTING DEMISING WALLS ARE PRESENT; DETERMINED BY MEASUREMENT TO THE CENTER OF DEMISING WALLS/PARTITIONS AND TO THE EXTERIOR FACE OF EXTERIOR WALLS.
2. INTERIOR TENANT SPACE WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE AS SHOWN. FOR EXACT WIDTH AND DEPTH DIMENSIONS, EACH TENANT SPACE SHOULD BE MEASURED BY A QUALIFIED PROFESSIONAL.
3. THE ORIENTATION OF THE INDICATED NORTH ARROW MAY NOT BE 'TRUE NORTH', BUT IS SUBSTANTIALLY NORTH. AS SUCH, IT IS 'CALLED NORTH' AND IS NOT INTENDED FOR NAVIGATIONAL USAGE.
4. UNIT SIZES & AREA ARE APPROXIMATE.



JMC MANAGEMENT LLC
A FULL SERVICE BROKERAGE AND MANAGEMENT FIRM

← NORTH **FIRST FLOOR PLAN**
NOT TO SCALE

Socialite Lounge /16184 Middlebelt

From Fisher, Mike <mfisher@livonia.gov>

Date Fri 5/16/2025 2:48 PM

To Stierna, Matthew <mstierna@livonia.gov>; Kasprowicz, Sara <skasprowicz@livonia.gov>; Goff, Erika <egoff@livonia.gov>; Ronayne, Jeffrey <jeffrey.ronayne@livoniapd.com>

 1 attachment (257 KB)

Unlicensed_Premises_-_Consumption.pdf;

Please put this stuff in the packets. Thanks.

Mike Fisher

Chief Assistant City Attorney
City of Livonia | Law Department
(734) 466-2520
mfisher@livonia.gov

From: Jeffrey Ronayne <jeffrey.ronayne@LivoniaPD.Com>

Sent: Friday, May 16, 2025 10:35 AM

To: Fisher, Mike <mfisher@livonia.gov>

Cc: Stierna, Matthew <mstierna@livonia.gov>

Subject: Re: Socialite Lounge /16184 Middlebelt

Good morning, Mike,

I am not overly familiar with this site.

Our computer yields the following results for runs generated to 16184 Middlebelt:

06/19/2022, 12:14 AM - Noise Complaint. Area check for a loud party. Officers spoke with owner of the business. They advised they were closing it down for the evening (No police report).

12/09/2022, 11:44 PM - Noise Complaint. Loud music & party (No police report).

12/10/2022, 11:09 PM - Noise Complaint, Reporting person says that the Social Lite has a loud party going on. He believes that the party has spilled into the parking lot to include people smoking marijuana in the lot. 11:25 PM, advised to turn music down. No one in the parking lot when scout car arrived (No police report).

12/11/2022, 12:03 AM - Noise Complaint. Reporting person stated Social Lite is playing loud music. 1:03 AM, officers report, all quiet (No police report).

08/25/2023, 11:12 PM - Noise Complaint. Reporting person states there is a loud thumping noise coming from the gallery. RP would like officers to go and talk to them. Officers advised Gallery (No police report).

10/05/2023, 4:10 PM - Suspicious Persons. Suspicious males appear to have long rifles on slings and handguns. Officers were informed these subjects were security for a funeral. No crime had occurred during the incident (No police report).

11/25/2023, 11:18 PM - Noise Complaint. Reporting person states there is loud music playing from the building. RP states this is an ongoing issue for the past two years. All quiet upon officers arrival (No police report).

12/16/2023, 11:27 PM - Noise Complaint.

- 00:15:43 - THE MUSIC WAS TURNED OFF BY THE TIME OFFICERS ARRIVED. OFFICERS SAT OUTSIDE THE BUSINESS WAITING FOR THE SUBJECTS TO LEAVE. WHILE WAITING, AN INTENSE ARGUMENT BROKE OUT BETWEEN SUBJECTS. THERE WAS A TON OF YELLING AND SCREAMING. TOOK APPROXIMATELY 20 MINUTES FOR ALL SUBJECTS TO CLEAR THE PAVING LOT. NO SUBJECTS APPROACHED POLICE AND REQUESTED AN ASSAULT REPORT OR ANY MEDICAL ATTENTION - 23:27:54 - RP STATED THAT THERE IS STILL PEOPLE AT THE SOCIAL GALLERY AND THE MUSIC IS STILL VERY LOUD. RP STATED THAT HE CAN HEAR THE MUSIC FROM INSIDE HIS HOUSE. RP IS REQUESTING TO SPEAK WITH OFFICERS AT HIS RESIDENCE. PEOPLE YELLING AT EACH OTHER (No police report).

07/14/2024, 3:11 PM - Property Damage Accident. 2 car PDA pulled into parking lot of Social Lite.

09/21/2024, 11:45 PM - Noise Complaint. RP STATES THAT THE EVENT TAKING PLACE AT THIS LOCATION IS PLAYING LOUD MUSIC, WOULD LIKE THE NOISE ORDINANCE ENFORCED. - 23:53:35 - PARTY WAS OVER AND EVERYTHING WAS QUIET

Just a reminder that the MLCC has no jurisdiction over businesses that do not hold a liquor license, that responsibility falls on the local authorities. Please see attach information sheet from the MLCC concerning alcoholic beverage consumption and sampling in unlicensed premises.

I hope this helps.

Jeff

Investigator Jeff Ronayne
Livonia Police Department
Detective Bureau
734.466.2336

Visit us on:

FaceBook: <http://www.facebook.com/pages/Livonia-Police-Department/167698263402702>

Twitter: <https://twitter.com/LivoniaPD> | Nixle: <http://local.nixle.com/livonia-police-department/>



STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN LIQUOR CONTROL COMMISSION

Alcoholic Beverage Consumption and Sampling in Unlicensed Premises

Recently, the Michigan Liquor Control Commission (“Commission”) has received numerous inquiries regarding the legality of non-licensed businesses allowing consumers to consume alcoholic beverages in their establishments, and numerous inquiries regarding non-licensed businesses offering free samples of alcoholic beverages to consumers.

The Liquor Control Code of 1998 generally prohibits alcoholic beverage consumption in non-licensed establishments pursuant to MCL 436.1913 and MCL 436.2027. However, since the participating establishments do not hold liquor licenses, the Commission does not have jurisdiction over them and is powerless to take enforcement action against these unlicensed businesses. **Therefore, the ultimate determination of whether a violation has occurred rests with the local law enforcement agency and the local prosecutor. Any suspected violations of persons allowing the consumption of alcoholic beverages for consideration or conducting alcoholic beverage samplings and tastings for monetary gain should be referred to the local law enforcement agency for enforcement action.**

Consumption:

MCL 436.1913 of the Liquor Control Code prohibits the consumption of alcoholic liquor (beer, wine or spirits) on any premises or place for “consideration” unless the premises are licensed by the Michigan Liquor Control Commission to allow consumption on the premises. Basically, alcoholic beverage consumption for consideration is limited to licensed bars, taverns, restaurants, clubs, hotels or places holding a Special License issued to a non-profit organization by the Michigan Liquor Control Commission. The term “consideration” is defined to include, “any fee, cover charge, ticket purchase, the storage of alcoholic liquor, the sale of food, ice, mixers, or other liquids used with alcoholic liquor drinks, or the purchasing of any service or item, or combination of service and item; or includes the furnishing of glassware or other containers for use in the consumption of alcoholic liquor in conjunction with the sale of food.”

MCL 436.1913 prohibits “blind pigs” or other commercial establishments that charge an entry fee or sell food, ice, mixer or other liquids to consumers and allow consumers to bring in their own alcoholic beverages. The statute would also prohibit any other non-licensed business from serving or allowing the consumption of alcoholic beverages as part of their business when the consumer has paid for some other service, such as barbershop, hair salon, tanning salon, limousine service, etc. If consumers are paying any cover charge, entry fee, donation, or any other fee for any goods or services, or are purchasing food, ice, mixers or other liquids, the law prohibits allowing the consumption of alcoholic beverages unless the establishment is properly licensed through the Michigan Liquor Control Commission. This law would not prohibit a wedding reception, retirement party, open house, or other similar event that is not open to the public in a non-licensed facility whereby the attendees were guests and were not charged any fee whatsoever.

Note that the prohibition is for the consumption of any alcoholic beverage product and doesn’t matter who is providing the alcohol or whether the person is bringing in his own alcohol. If there is any “consideration” involved, as defined by MCL 436.1913, the consumption of alcoholic beverages in an unlicensed establishment is a violation of MCL 436.1913 and the person providing the place is guilty of a felony pursuant to MCL 436.1909.

Sampling & Tasting:

MCL 436.2027 of the Liquor Control Code prohibits samplings or tastings of alcoholic liquor for “commercial purposes” unless the sampling or tasting is done at premises that are licensed by the Michigan Liquor Control Commission for the sale of alcoholic liquor for consumption on the premises. The term “commercial purposes” is further defined as, “means a purpose for which monetary gain or other remuneration could reasonably be expected.” The “monetary gain” could be direct such as receiving orders for wine purchases as a result of a sample or tasting, or a more indirect monetary gain such as increased business as a result of advertising free alcoholic beverage samples.

As with the ‘consumption for consideration’ prohibition as previously described, alcoholic beverage sampling and tasting is limited to licensed bars, taverns, restaurants, clubs, hotels or places holding a Special License issued to a non-profit organization by the Michigan Liquor Control Commission. There are also allowances under MCL 436.1537(5) of the Liquor Control Code for certain types of liquor licensees to conduct beer and wine sampling at licensed take-out locations with a sampling permit under certain restrictions. Also, under MCL 436.2027(4) and (5) of the Liquor Control Code, licensed suppliers can conduct spirit sampling with a sampling permit under certain restrictions at licensed take-out spirit locations. Lastly, licensed alcohol manufacturers can offer samples of the products they manufacture at their manufacturing locations and other MLCC approved locations (MCL 436.1537(3), (4), and (9), and MCL 436.2025 (1)).

MCL 436.2027 therefore prohibits in-home wine tasting parties conducted by alcoholic beverage suppliers, wholesalers and retailers, or any person directly or indirectly associated with them, who take orders for wine from attendees, but would also prohibit any tasting or sampling in unlicensed premises that results in a monetary gain as a result of an alcoholic beverage sampling or tasting.

If alcoholic beverage samplings or tastings are occurring on non-licensed premises for monetary gain, the person conducting the tasting may be guilty of a misdemeanor or a felony, depending on the circumstances, pursuant to MCL 436.1909.

Again, the Michigan Liquor Control Commission does not have jurisdiction over non-licensed premises. Because of that, the ultimate determination of whether a violation has occurred rests with the local law enforcement agency and local prosecutor. Therefore, any suspected violations of persons allowing the consumption of alcoholic beverages for consideration or conducting alcoholic beverages samplings and tastings for monetary gain should be referred to the local law enforcement agency.

If you have any questions on this matter, please don't hesitate to contact the Commission's Enforcement Division at 517-284-6330, although again please be advised that the Commission does not have jurisdiction over unlicensed premises.

Copies of MCL 436.1913 and MCL 436.2027

MCL 436.1913 Unlicensed premises or place; unlawful consumption of alcoholic liquor; exceptions; construction of section; "consideration" defined.

Sec. 913.

(1) A person shall not do either of the following:

(a) Maintain, operate, or lease, or otherwise furnish to any person, any premises or place that is not licensed under this act within which the other person may engage in the drinking of alcoholic liquor for consideration.

(b) Obtain by way of lease or rental agreement, and furnish or provide to any other person, any premises or place that is not licensed under this act within which any other person may engage in the drinking of alcoholic liquor for consideration.

(2) A person shall not consume alcoholic liquor in a commercial establishment selling food if the commercial establishment is not licensed under this act. A person owning, operating, or leasing a commercial establishment selling food which is not licensed under this act shall not allow the consumption of alcoholic liquor on its premises.

(3) This section shall not apply to any hotel or any licensee under this act.

(4) This section shall not be construed to repeal or amend section 1019.

(5) As used in this section, "consideration" includes any fee, cover charge, ticket purchase, the storage of alcoholic liquor, the sale of food, ice, mixers, or other liquids used with alcoholic liquor drinks, or the purchasing of any service or item, or combination of service and item; or includes the furnishing of glassware or other containers for use in the consumption of alcoholic liquor in conjunction with the sale of food.

436.2027 Samplings or tastings of alcoholic liquor; consumption on premises; holding of consumer sampling event; violation; rule or order; sampling for other than commercial purpose; written agreement; definitions.

Sec. 1027.

(1) Unless otherwise provided by rule of the commission, a person shall not conduct samplings or tastings of any alcoholic liquor for a commercial purpose except at premises that are licensed by the commission for the sale and consumption of alcoholic liquor on the premises.

(2) Notwithstanding section 1025(1) or (2), a retailer licensed by the commission for consumption on the premises may allow customers to sample beer, wine, and spirits if the retailer does not charge for the samples provided to customers. Sample serving sizes shall not exceed 3 ounces for beer, 2 ounces for wine, and 1/2 ounce for spirits. A customer shall not be provided more than 2 samples within a 24-hour period per licensed premises.

(3) This section does not prohibit any of the following:

(a) A vendor of spirits, brewer, wine maker, mixed spirit drink manufacturer, small wine maker, outstate seller of beer, outstate seller of wine, or outstate seller of mixed spirit drink, or a bona fide market research organization retained by 1 of the persons named in this subsection, from conducting samplings or tastings of an alcoholic liquor product before it is approved for sale in this state if the sampling or tasting is conducted pursuant to prior written approval of the commission.

(b) An on-premises licensee from giving a sampling or tasting of alcoholic liquor to an employee of the licensee during the legal hours for consumption for the purpose of educating the employee regarding 1 or more types of alcoholic liquor if the employee is at least 21 years of age.

(c) A small distiller licensee from giving a sampling or tasting of brands it manufactures on the licensed premises or an off-site tasting facility operated by that small distiller.

(d) A micro brewer, brewpub, or on-premises licensee from allowing the sampling and consumption on the licensed premises of beer, wine, mead, honey-based beer, or cider produced by 1 or more home brewers at a meeting of home brewers, or a club composed primarily of home brewers, under the following circumstances:

(i) The sampling or consumption is for the purpose of exhibitions or competitions involving home brewers.

(ii) The beer, honey-based beer, or cider is served in portions that do not exceed 3 ounces. The wine or mead is served in portions that do not exceed 2 ounces.

(iii) The beer, wine, mead, honey-based beer, or cider produced by the home brewer is only consumed by the home brewer, the home brewer's family, a club member, a judge, or a guest speaker and is not sold to members of the general public.

(iv) The participants in the sampling or consumption otherwise comply with applicable state and federal law and applicable regulatory provisions of this act and rules adopted by the commission under this act.

(v) The participants in the sampling or consumption are not charged for the sampling or consumption of the beer, wine, mead, honey-based beer, or cider.

(4) A vendor of spirits or a manufacturer may conduct a consumer sampling event on the premises of a holder of a specially designated distributor license upon submission of a completed application to the commission.

(5) The holder of a consumer sampling event license shall comply with the following:

(a) The commission must be notified in writing a minimum of 10 working days before the event with the date, time, and location of the event.

(b) The consumer sampling event is limited to 3 events per vendor of spirits or manufacturer per specially designated distributor license per month.

(c) The vendor of spirits or manufacturer conducting the consumer sampling event must have a licensed representative present at the specially designated distributor's establishment.

(d) Licensed representatives or an authorized representative may distribute merchandise, not to exceed \$100.00 in value, to consumers 21 years of age or older during the event.

(e) Participating specially designated distributor licensees do not receive any fee or other valuable consideration for participating in the event.

(f) Each consumer is limited to 3 samples, which total no more than 1/3 ounce of spirits per serving.

(g) The consumer is not charged for and does not purchase any sample.

(h) The alcoholic liquor used in the consumer sampling event is provided by the vendor of spirits or manufacturer, and purchased at the minimum retail selling price fixed by the commission from the specially

designated distributor on whose premises the event is located. The vendor of spirits or manufacturer shall remove any unfinished product from the premises at which the event is held upon completion of the event.

(i) A consumer sampling event shall not be allowed if the sale of alcoholic liquor is otherwise prohibited on the premises at which the event is conducted.

(j) Samples are not to be offered to, or allowed to be consumed by, any person under the legal age for consuming alcoholic liquor.

(k) A consumer sampling event may be advertised in any type of media and the advertisements may include the date, time, location, and other information regarding the event.

(l) The participating vendor of spirits or manufacturer and specially designated distributor licensees must comply with this act and commission rules.

(m) The vendor of spirits or manufacturer must demonstrate that the individual actually conducting the sampling has successfully completed the server training program in the manner provided for in section 906 and rules promulgated by the commission.

(6) Violation of this section subjects the vendor of spirits or manufacturer to the sanctions and penalties as provided for under this act.

(7) The commission, by rule or issuance of an order, may further define eligibility for licensure and processes for conducting consumer sampling events.

(8) A sampling or tasting of any alcoholic liquor in a home or domicile for other than a commercial purpose is not subject to this section.

(9) Before a micro brewer, brewpub, or on-premises licensee allows an event to be held under subsection (3)(d), the micro brewer, brewpub, or on-premises licensee shall enter into a written agreement with the home brewers or home brewers club stating all of the following:

(a) The date and time the event will be held.

(b) The location of the event.

(c) Either of the following:

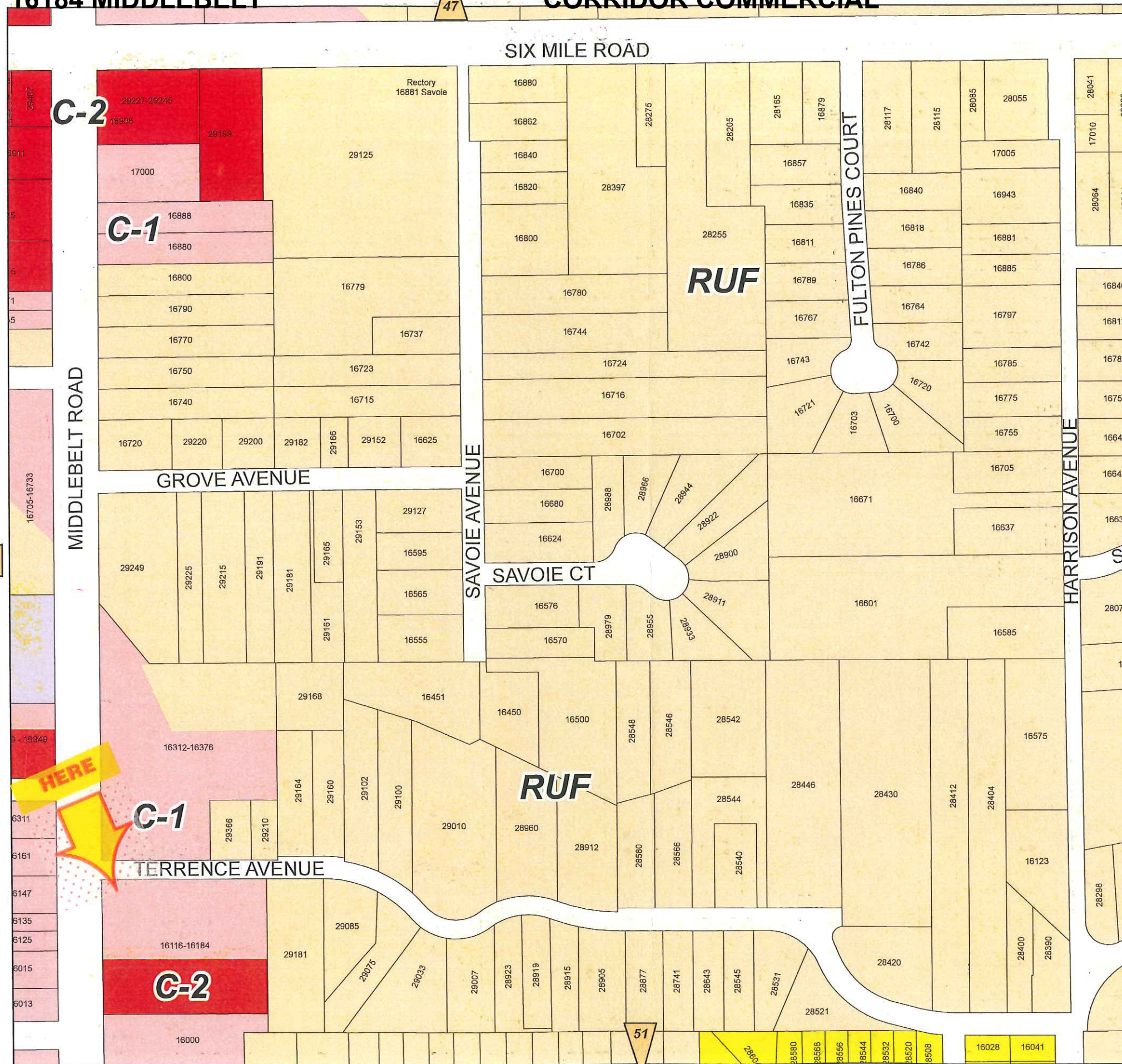
(i) A statement that the micro brewer, brewpub, or on-premises licensee acknowledges that it is not in control of an unregulated alcoholic beverage at its establishment and agrees to assume liability under section 801(3) for the event.

(ii) Proof that the home brewers or home brewers club has obtained a bond or liability insurance equal to that required under section 803(1).

(10) As used in this section:

(a) "Commercial purpose" means a purpose for which monetary gain or other remuneration could reasonably be expected.

(b) "Home brewer" means an individual who manufactures beer, wine, mead, honey-based beer, or cider at his or her dwelling.



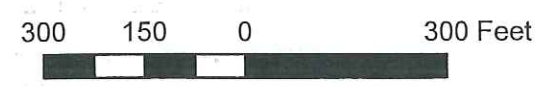
ZONING MAP

LEGEND

Zoning Districts

- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business
- C-3 Highway Services
- C-4 High Rise Commercial
- M-L Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

N.W. 1/4 Section 13
City of Livonia
 T. 1 south, R. 9 east
 Wayne County, Michigan
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53

47

49

51

**AGENDA DATE: June 3, 2025
ZONING BOARD OF APPEALS
CITY OF LIVONIA**

**PROPOSED FINDINGS OF FACT
Pursuant to Zoning Board of Appeals
Rules of Procedure, Rule V-Hearings, Paragraph 7**

- 1. APPEAL CASE NO. 2025-04-12 (Roman Martincic, 17320 Fairfield):** Should be denied because the alleged practical difficulty does not entail more than mere inconvenience/inability to earn a higher financial return.
- 2. APPEAL CASE NO. 2025-04-13 (John Pastor on behalf of Lickity Split/Scooter's, 19100 Farmington):** Should be denied because the alleged practical difficulty does not entail more than mere inability to earn a higher financial return.
- 3. APPEAL CASE NO. 2025-04-14 (Kelli Ann and Kyle Bocan, 16715 North Stanmoor):** Should be denied because the alleged practical difficulty does not entail more than mere inconvenience.
- 4. APPEAL CASE NO. 2025-05-15 (Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, 16184 Middlebelt):** Should be denied because the alleged practical difficulty does not entail more than a mere inability to earn a higher financial return.

FUTURE LAND USE PLAN

CITY OF LIVONIA
ZONING BOARD OF APPEALS
June 3, 2025 – 7:00 p.m.
Livonia City Hall – Auditorium (1st floor)
33000 Civic Center Drive, Livonia, MI

1. APPEAL CASE NO. 2025-04-12, Roman Martincic, 17320 Fairfield: Seeking to construct a detached accessory garage, resulting in an accessory structure in excess area and total area and in a location other than previously granted by the Zoning Board of Appeals.

FUTURE LAND USE PLAN (FLUP): LOW DENSITY RESIDENTIAL

2. APPEAL CASE NO. 2025-04-13, John Pastor on behalf of Lickity Split/Scooter's, 19100 Farmington: Seeking to erect a ground sign resulting in a deficient setback from the right-of-way.

FUTURE LAND USE PLAN (FLUP): MIXED DEVELOPMENT CENTER

3. APPEAL CASE NO. 2025-04-14, Kelli Ann and Kyle Bocan, 16715 North Stanmoor: Seeking to erect an accessory shed resulting in a detached accessory structure in excess of 200 square feet while maintaining an existing attached garage and excess total accessory area.

FUTURE LAND USE PLAN (FLUP): LOW DENSITY RESIDENTIAL

4. APPEAL CASE NO. 2025-05-15, Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, 16184 Middlebelt: Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

FUTURE LAND USE PLAN (FLUP): CORRIDOR COMMERCIAL