# OWOSSO Planning Commission



Regular Meeting 6:30pm, Monday, December 12, 2016 Owosso City Council Chambers



#### **MEMORANDUM**

301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • WWW.CI.OWOSSO.MI.US

DATE: December 9, 2016

TO: Chairman Wascher and the Owosso Planning Commission

FROM: Susan Montenegro, asst. city manager/director of community development

RE: Regular Planning Commission Meeting: December 12, 2016

The planning commission shall convene at 6:30 pm on Monday, December 12, 2016 in the city council chambers of city hall.

Please remember the new time: meetings will start at 6:30 pm starting this month! Please mark your calendars!

On the schedule is a site plan application for an office addition and new parking lot for Tri-Mer Corporation located at 1400 E. Monroe Street. The building addition protrudes into the required side yard setback and will require a variance, which they have filed an appeal and are on the December 20 ZBA agenda. The parking lot continues to expand into property owned by Consumer's Power and requires documentation allowing the parking lot to be built/expanded here, which Tri-Mer has provided in the form of an easement agreement.

Further discussion of the sign ordinance revision/proposals will be pushed to the January 2017 meeting.

Please **RSVP for the meeting.** Feel free to contact me at 989.725.0544 if you have questions.

Sue

# AGENDA Owosso Planning Commission Regular Meeting

Monday, December 12, 2016 at 6:30 p.m. Council Chambers – Owosso City Hall Owosso, MI 48867

| CALL MEETIN | G TO ORDER: |                   |
|-------------|-------------|-------------------|
| PLEDGE OF A | LLEGIANCE:  |                   |
| ROLL CALL:  |             |                   |
| APPROVAL O  | F AGENDA:   | December 12, 2016 |
| APPROVAL O  | F MINUTES:  | October 24, 2016  |
| COMMUNICAT  | ΓIONS:      |                   |
| 1.          |             | dum.              |

2. PC minutes from October 24, 2016.

3. Site plan application packet – 1400 E. Monroe.

COMMISSIONER/PUBLIC COMMENTS:

**PUBLIC HEARINGS:** 

None.

SITE PLAN REVIEW:

1. 1400 E. Monroe Street.

**BUSINESS ITEMS:** 

None.

ITEMS OF DISCUSSION:

None.

COMMISSIONER/PUBLIC COMMENTS:

ADJOURNMENT: Next meeting will be Monday, January 23, 2017

# <u>Commissioners, please call Sue at 725-0544 if you will be unable to attend the meeting on Monday, October 24, 2016.</u>

[The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seventy-two (72) hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids or services should contact the City of Owosso by writing or calling the following: Amy Kirkland, City Clerk, 301 W. Main St, Owosso, MI 48867 (989) 725-0500]. The City of Owosso website is: <a href="https://www.ci.owosso.mi.us">www.ci.owosso.mi.us</a>

# Affirmative Resolutions Owosso Planning Commission Regular Meeting

Monday, December 12, 2016 at 6:30 p.m. Council Chambers – Owosso City Hall Owosso, MI 48867

# **Resolution 161212-01** Motion: Support: \_\_\_\_\_ The Owosso Planning Commission hereby approves the agenda of December 12, 2016 as presented. Approved: \_\_\_\_ Denied: **Resolution 161212-02** Motion: \_\_\_\_\_ Support: The Owosso Planning Commission hereby approves the minutes of October 24, 2016 as presented. Approved: \_\_\_\_ Denied: **Resolution 161212-03** Motion: \_\_\_\_\_ Support: The Owosso Planning Commission hereby approves the application for site plan review for 1400 E. Monroe Street, parcel # 050-010-011-001-00 Street as applied and attached hereto in plans dated November 11, 2016 based on the following criteria:

| 14046111061 11, 201             | 6 based on the fo | 11-001-00 Street as a bllowing criteria: | pplied and | attached hereto in | plans da  |
|---------------------------------|-------------------|--|------------|--------------------|-----------|
|                                 |                   |  |            |                    |           |
| _                               |                   |  |            |                    |           |
|                                 |                   |  |            |                    |           |
| _                               |                   |  |            |                    |           |
|                                 |                   |  |            |                    |           |
| Ayes:                           |                   |  |            |                    |           |
| Nays:                           |                   |  |            |                    |           |
| Approved:                       | De                | nied:                                    |            |                    |           |
|                                 |                   |  |            |                    |           |
| lution 161212-04                |                   |  |            |                    |           |
|                                 |                   |  |            |                    |           |
| n:                              |                   |  |            |                    |           |
| n:<br>ort:                      |                   |  |            |                    |           |
| ort:                            |                   | n hereby adjourns the                    | e October  | 24, 2016 meeting,  | effective |
| ort:<br>The Owosso Plar<br>pm.  | nning Commission  | n hereby adjourns the                    |            | 24, 2016 meeting,  | effective |
| The Owosso Plar<br>pm.<br>Ayes: | nning Commission  |  |            | 24, 2016 meeting,  | effective |

# MINUTES REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION COUNCIL CHAMBERS, CITY HALL MONDAY, OCTOBER 24, 2016 – 7:00 P.M.

**CALL TO ORDER:** Chairperson Bill Wascher called the meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE:** Was recited.

ROLL CALL: Roll call was taken by Deputy City Clerk Roxane Cramer.

**MEMBERS PRESENT:** Chairperson Bill Wascher, Vice-Chair Weaver, Secretary Fear,

Commissioners Michelle Collison, Tom Cook, Frank Livingston, Mike O'Leary Brent Smith (left at 7:34 p.m.) and Tom Taylor.

MEMBERS ABSENT: None.

OTHERS PRESENT: Mark Agnew from Agnew Signs; Brad Hissong, Building Inspector;

Susan Montenegro, Assistant City Manager/ Director of Community

Development.

#### **APPROVAL OF AGENDA:**

MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY VICE-CHAIR WEAVER TO APPROVE THE AGENDA FOR OCTOBER 24, 2016 WITH THE FOLLOWING CHANGES.

ADD A DISCUSSION REGARDING CHANGING THE MEETING TIME FROM 7 P.M. - 6 P.M. YEAS ALL. MOTION CARRIED.

#### **APPROVAL OF MINUTES:**

MOTION BY COMMISSIONER COOK, SUPPORTED BY COMMISSIONER LIVINGSTON TO APPROVE THE MINUTES FOR THE SEPTEMBR 26, 2016 MEETING.
YEAS ALL. MOTION CARRIED.

#### **COMMUNICATIONS:**

- 1. Staff memorandum
- 2. PC minutes for September 26, 2016.
- 3. Rezoning request application for 828 E. Main Street.
- 4. Owosso sign ordinance as revised.
- 6. Accessory buildings ordinance.

#### **COMMISSIONER/PUBLIC COMMENTS**

None.

#### **PUBLIC HEARINGS:**

Rezoning request for 828 E. Main Street (Qdoba site) - Ms. Montenegro reported that Southwind Restaurants has purchased the lot directly to the west of their site at 910 E. Main. They want the lot to be

rezoned from R-1 to B - 4 in order to match the rest of the property they have purchased. They plan to tear down the house that is on the property and extend the planned parking lot.

MOTION BY COMMISSIONER LIVINGSTON TO APPROVE THE REZONING REQUEST FROM R-1 TO B-4 OF 828 EAST MAIN STREET, SUPPORTED BY COMMISIONER COOK. YEAS ALL, MOTION CARRIED.

#### **SITE PLAN REVIEW:**

828 E. Main, revised Qdoba site plan – Ms. Montenegro explained that this is their revised site plan. They are moving the dumpster and traffic will come off Main Street. She also explained that the Utilities and engineering approved the revised plan but the building the inspector noted that according to the Michigan Building Code requires them to add another barrier free parking space. Mr. Hissong, building official, recommended the extra barrier free parking space be placed in the center of the parking spaces in front of the building. Commissioners inquired about the drainage and how that might affect the next door neighbor. Ms. Montenegro stated that the city engineer has been onsite and very aware of the drainage. Chairperson Wascher asked about grading, which was not included on the site plan.

MOTION BY VICE-CHAIR WEAVER TO APPROVE THE SITE PLAN REVIEW FOR 828 E. MAIN STREET, WITH THE REQUIREMENT THEY CONTINUE TO WORK WITH THE CITY ENGINEER ON DRAINAGE ISSUES, SUPPORTED BY COMMISIONER LIVINGSTON.
YEAS ALL, MOTION CARRIED.

#### **BUSINESS ITEMS:**

#### **Elections of Officers**

COMMISSIONER TAYLOR MADE A MOTION TO NOMINATE THE CURRENT SLATE OF OFFICERS THROUGH JUNE 30, 2017, WITH WILLIAM WASCHER AS CHAIRPERSON, CRAIG WEAVER AS VICE-CHAIRPERSON AND JANAE FEAR AS SECRETARY; COMMISSIONER LIVINGSTON SECONDED THE MOTION.
YEAS ALL, MOTION CARRIED.

Commissioner Smith left at this time (7:34 p.m.)

#### **ITEMS OF DISCUSSION:**

#### Sign Ordinance Updating

Ms. Montenegro explained that she invited local sign companies to this meeting for their input and thoughts on the revision of the current sign ordinance. Mark Agnew from Agnew Signs was the only person in the audience from a sign business. Commissioner Cook noted that Wolverine Sign had been not been notified.

Ms. Montenegro stated she thought the planning commission should add inflatable signs to the discussion because one was used in two locations during Oktoberfest. These are relatively new but have the potential for increased used due to their mobility and reusable features.

Commissioners had a lengthy discussion about the revised sign ordinance, including inflatable signs.

During the sign ordinance discussion Mr. Agnew shared, as a sign maker, stated the new ordinance should have a definition of what an inflatable sign is. The ordinance must also regulate the height and type of motor used to inflate the sign. Mr. Hissong, building official, stated the ordinance must address what happens when there is a loss of power and how big the fall zone is as well as where it is located. Suggestions were also made to limit how long inflatables can be left up, such as one week and the number of times per year a permit can be pulled for an inflatable.

Mr. Agnew also asked about specific portions of the proposed ordinance, such as the definition portion, that "message center" is not defined. A message center is basically an LED sign. Mr. Agnew asked the commission to look at the definition and language for LED signs in the current ordinance to see if it can be placed in the proposed sign ordinance. Commissioners thanked Mr. Agnew for his input. Mr. Agnew stated he was happy to help and work with them.

#### **Accessory Buildings Ordinance**

Ms. Montenegro explained that city council wanted the planning commission to look at this ordinance to determine if it is relevant for today or if it needs to be changed. Does the planning commission want to make a change in the ordinance and allow accessory buildings without a primary structure? Would this change fit Owosso today?

Commissioners had a lengthy discussion about the ordinance and a possible change with different types of scenarios. Mr. Hissong explained that allowing standalone accessory buildings could inadvertently allow businesses to operate in residential areas, which would not be the intent of the ordinance. Commissioners came to the conclusion that there doesn't need to be a change the ordinance.

#### Change in Meeting Time.

Discussion was held about the current meeting time of 7:00 p.m. and if the commission wanted to change the time. The parks and recreation commission used to meet at 6:00 p.m. prior to the planning commission meeting; however, they have since moved their meetings to the fourth Tuesday of the month.

MOTION BY COMMISSIONER LIVINGSTON TO CHANGE THE MEETING TIME FROM 7 P.M. TO 6 P.M. SUPPORTED BY COMMISSIONER O'LEARY.COMMISSIONER LIVINGSTON AMENDED THE MOTION TO CHANGE THE MEETING TIME FROM 7 P.M. TO 6:30 P.M. SUPPORTED BY COMMISSIONER O'LEARY.

7 YEAS, 1 NAY, MOTION CARRIED.

#### **COMMISSIONER/PUBLIC COMMENT:**

Commissioner Collison commented on the new paint color on the steps of the former Movie Museum. She also asked if it is located in the historical district. Ms. Montenegro reported that it is not located in the historical district.

| ADJOURNMENT:   |
|--|
| MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER COLLISON TO |
| ADJOURN AT 9:00 P.M. UNTIL THE NEXT MEETING ON NOVEMBER 28, 2016.        |
| YEAS ALL, MOTION CARRIED.  |

| Janae Fear, Secretary |
|-----------------------|

rc

#### CITY OF OWOSSO, MICHIGAN

#### SITE PLAN REVIEW APPLICATION AND CHECKLIST

Approval of the site plan is hereby requested for the following parcel(s) of land in the City of Owosso. This application is submitted with three (3) copies of the complete site plan and payment of the appropriate review fees. Applicant shall also submit a digital version of the site plan to the community development director. Application must be filed least 25 days prior to a scheduled planning commission meeting for staff review and proper notices.

Accompanying any site plan required hereunder, the applicant shall provide from a licensed engineer soil borings at the proposed construction site to ascertain bearing capacity of foundations soils at the time of footing excavation to certify such soil conditions meet or exceed design capacity of the foundation to support the proposed structure. These requirements shall comply with policies of the City of Owosso, copies of which can be obtained from the Building Department.

The attached checklist has been completed to certify the data contained on the site plan. If the required data has not been provided, the appropriate box has been checked with a statement of explanation on why the data has not been provided. I understand that if my site plan is deemed to be incomplete, it may be returned by the City for revisions without being forwarded to the Planning Commission for consideration, until such time as the requirements have been adequately met. By signing this application, the applicant hereby grants full authority to the City of Owosso, its agents, employees, representatives and/or appointees to enter upon the undersigned lands/parcel(s) for the purposes of inspection and examination.

| ianus/        | parcei(s) for the purposes of inspection and examination.   |  |  |
|---------------|---|--|--|
| Applic        | cation Filed On:  |  |  |
| Applic        | cation Transmitted by City On:  |  |  |
| <u>Prope</u>  | erty Details:   |  |  |
| 1.            | Name of Proposed Development: _Tri-Mer Corporation Office Addition 2016.  |  |  |
| 2.            | Property Street Address: 1400 Monroe Street, PO Box 730, Owosso, MI 48867   |  |  |
|               | Location of Property: On the (north, south, east, west side) of South side of Monroe  |  |  |
|               | Street, between McMillian Road and Aiken Road   |  |  |
|               | Streets.  |  |  |
| 4.            | Legal Description of Property: A Parcel of land being part of the southeast 1/4 of section 19, T.7 N-R3 E, City of Owosso see Site Plan |  |  |
| 5.            | Site Area (in acres and square feet): 2.1 acres, 91,476 square feet   |  |  |
| 6.            |   |  |  |
| <u>Owne</u>   | rship:  |  |  |
| 1.            | Name of Title/Deed Holder: Tri-Mer Corporation  |  |  |
| 2.            | Address: 1400 Monroe Street, PO Box 730, Owosso, MI 48867   |  |  |
|               |   |  |  |
|               | 4. Fax No: 989.723.7844   |  |  |
|               | Email address: pardell@tri-mer.com  |  |  |
| <u>Applic</u> | <u>cant:</u>  |  |  |
| 1.            | Applicant (If different from owner above): same as above  |  |  |
|               | Address:  |  |  |
| 3.            | Telephone No:   |  |  |
|               | Fax No:   |  |  |

| 5. Email address:  |   |   |                        |  |
|--|---|---|------------------------|--|
| 6. Interest in Property (potential buyer/lease holder/potential lessee/other): |   |   |                        |  |
|  | <u> </u>  |   |                        |  |
|  |   |   |                        |  |
| rchitect/Surveyor/Engineer pre   | paring site plan:                                       |   |                        |  |
| 1. Name of Individual: Spicer G  | roup, John S. York, Jr., P                              | E   |                        |  |
| 2. Address: 230 South Washington   | Address: 230 South Washington Avenue, Saginaw, MI 48607 |   |                        |  |
| 3. Telephone No: 800.833.0062  | <u> </u>  |   |                        |  |
| 4. Fax No:   | roup com  |   |                        |  |
| 5. Email address: Juliy@spicerg  | тоир.сотт   |   |                        |  |
| LEASE NOTE:  |   |   |                        |  |
| LC establishments must have a cu   | urrent plan of operat                                   | ion.  |                        |  |
|  |   |   | e.                     |  |
|  |   |   |                        |  |
| eview Fees:  |   | Paid:☑Yes/No [                                  |                        |  |
| Site Plan Review Fees: \$150.00 (  | may be more if it red                                   | guires review from outside firm)                |                        |  |
| ·  | , <b></b> ,   | <b>,</b>  |                        |  |
| otal Fees: \$  |   |   |                        |  |
| $\Omega \cup \Omega \cap \Omega$   |   | // $/$ $/$ $/$                                  |                        |  |
|  | Walu  | V.111/1)VV                                      | 11/14/16               |  |
| ignature of Applicant  | Date  | Signature of Deed/Title Holder                  | Date                   |  |
| <b>V</b>   |   | V   |                        |  |
| ease provide an overview of th   | e project:  |   |                        |  |
| •  | o p. 0,000.   |   |                        |  |
| i-Mer Corporation Office Addition 2016   |   |   |                        |  |
| Idition of eleven offices to existing building                                 | structure with restroom fa                              | acilities. Addition dimensions 19'-2 x 112' + 1 | 2'x12' = 2,390 sq. ft. |  |
|  |   |   |                        |  |
|  |   |   |                        |  |
|  |   |   |                        |  |
|  |   |   |                        |  |
|  |   |   |                        |  |
|  |   |   |                        |  |
|  |   |   |                        |  |
|  |   |   |                        |  |
|  |   |   |                        |  |
| <del></del>  |   | <del></del>                                     |                        |  |

### **SITE PLAN REVIEW CHECKLIST**

Check the appropriate line. If item is marked as 'not provided', attach detailed explanation.

| it | em   | Provided   | Not<br>Provided |
|----|--|------------|-----------------|
| 1  | . Site location Map.   | <b>-</b>   |                 |
| 2  |  |            |                 |
|    | property is less than three (3) acres and one (1) inch equals one hundred  |            |                 |
|    | (100) feet if three (3) acres or more.   |            |                 |
| 3  |  | <b>─</b> ✓ |                 |
| 4  | . Signature and Seal of Architect/Surveyor/Engineer.   | <b>✓</b>   |                 |
| 5  |  |            |                 |
| 6  | . Boundary of the property outlined in solid line.   |            |                 |
| 7  | . Names, centerline and right-of-way widths of adjacent streets.   |            |                 |
| 8  | . Zoning designation of property.  |            | <del></del>     |
| 9  | . Zoning designation and use of adjacent properties.   |            | <del> </del>    |
| 1  | Existing and proposed elevations for building(s) parking lot areas and   |            |                 |
|    | drives.  |            |                 |
| 1  | 1. Direction of surface water drainage and grading plan and any plans for  |            |                 |
|    | storm water retention/detention on site.   |            |                 |
|    | 2. Required setbacks from property lines and adjacent parcels.   |            |                 |
| 1  | 3. Location and height of existing structures on site and within 100 feet of   |            |                 |
|    | the property.  |            |                 |
|    | 4. Location and width of existing easements, alleys and drives.  |            |                 |
| 1  | 5. Location and width of all public sidewalks along the fronting street  |            |                 |
|    | right-of-way and on the site, with details.  |            | N/A             |
|    | <ol><li>6. Layout of existing/proposed parking lot, with space and aisle dimensions.</li></ol>                         |            |                 |
|    | 7. Parking calculations per ordinance.   |            |                 |
| 1  | 8. Location of all utilities, including but not limited to gas, water, sanitary  | _          |                 |
|    | sewer, electricity, telephone.   |            | <del></del>     |
|    | 9. Soil erosion and sedimentation control measures during construction.  |            |                 |
| 2  | 0. Location and height of all exiting/proposed fences, screens, walls or   | •          |                 |
| _  | other barriers.  |            |                 |
|    | 1. Location and details of dumpster enclosure and trash removal plan.  |            |                 |
| 2  | 2. Landscape plan indicating existing/proposed trees and plantings along   | ,          |                 |
| _  | frontage and on the site.  |            |                 |
|    | 3. Notation of landscape maintenance agreement.  |            |                 |
|    | 4. Notation of method of irrigation.   |            |                 |
| 2  | 5. Lighting plan indicating existing/proposed light poles on site, along site's  |            |                 |
|    | frontage and any wall mounted lights.  |            | <del></del>     |
| _  | a. Cut-sheet detail of all proposed light fixtures.  |            |                 |
| 2  | 6. Architectural elevations of building (all facades). Identifying height,   | _/         |                 |
| ^  | Materials used and colors.  7. Eviating /proposed floor plans  | <u></u>    |                 |
|    | 7. Existing/proposed floor plans.  |            |                 |
|    | 8. Roof mounted equipment and screening.   | <u></u>    | <del></del>     |
|    | <ol><li>Location and type of existing/proposed on-site signage.</li><li>Notation of prior variances, if any.</li></ol> |            |                 |
|    | 1. Notation of prior variances, if any.  1. Notation of required local, state and federal permits, if any.             | <u></u>    |                 |
| J  | 1. Notation of required local, state and lederal permits, if any.  |            |                 |

| 32. Additional information or special data (for some sites only)   |          |   |
|--|----------|---|
| a. Environmental Assessment Study.   | ····     |   |
| <ul> <li>b. Traffic Study. Trip Generation.</li> </ul>   | · .      |   |
| c. Hazardous Waste Management Plan.  |          |   |
| 33. For residential development: a schedule indicating number of dwe units, number of bedrooms, gross and usable floor area, parking p | *        |   |
| total area of paved and unpaved surfaces.  | ·        |   |
| 34. LLC establishments must have a current Plan of Operation.  | <u> </u> |   |
| 35. Is property in the floodplain?   |          |   |
| 36. Will this require MDEQ permitting?   |          |   |
| 37 Performance Bond – when required  |          | J |

#### **Site Plan Review Application Deadline Dates**

| Deadline Date      | Planning Commission |  |
|--------------------|---------------------|--|
| April 29, 2016     | May 23, 2016        |  |
| June 2, 2016       | June 27, 2016       |  |
| June 30, 2016      | July 25, 2016       |  |
| July 29, 2016      | August 22, 2016     |  |
| September 1, 2016  | September 26, 2016  |  |
| September 29, 2016 | October 24, 2016    |  |
| November 3, 2016   | November 28, 2016   |  |
| November 17, 2016  | December 12, 2016   |  |

| Deadline Date      | Planning Commission |  |
|--------------------|---------------------|--|
| December 30, 2016  | January 23, 2017    |  |
| February 2, 2017   | February 27, 2017   |  |
| March 2, 2017      | March 27, 2017      |  |
| March 30, 2017     | April 24, 2017      |  |
| April 28, 2017     | May 22, 2017        |  |
| June 1, 2017       | June 26, 2017       |  |
| June 30, 2017      | July 24, 2017       |  |
| August 3, 2017     | August 28, 2017     |  |
| September 1, 2017  | September 25, 2017  |  |
| September 29, 2017 | October 23, 2017    |  |
| November 2, 2017   | November 27, 2017   |  |
| November 17, 2017  | December 11, 2017   |  |

<sup>\*</sup>Additional data deemed necessary to enable to completion of an adequate review may be required by the Planning Commission, City and/or its consultants.

#### CITY OF OWOSSO PLANNING COMMISSION STAFF REPORT

**MEETING DATE:** November 28, 2016

TO: Planning Commission

FROM: Susan Montenegro, Asst. City Manager/Director of Community Development

**SUBJECT:** Site plan approval request – Tri-Mer Corporation addition

#### PETITIONER'S REQUEST AND BACKGROUND MATERIALS

**Location:** 1400 Monroe Street

#### **SURROUNDING LAND USES AND ZONING**

|       | LAND USE                 | ZONING               |
|-------|--------------------------|----------------------|
| North | Industrial               | I-1 Light Industrial |
| East  | Junk yard                | Caledonia Township   |
| South | Industrial               | I-2 Heavy Industrial |
| West  | Hugh Parker Soccer Field | Open Space – Park    |

#### **COMPARISON CHART**

|   | EXISTING                              | PROPOSED   |
|---|---------------------------------------|--|
| Zoning  | I-2 Heavy Industrial                  | No change  |
| Gross lot area                                    | 556.3' x 118.7' x 485' x 366.2'       | No change  |
| Setbacks-<br>Front yard<br>Side yard<br>Rear yard | 60' (q)<br>30' (r)<br>(r, s)          | No change<br>Corner of building within 30' setback<br>No change  |
| Parking   | Will be adding additional parking lot | 9 additional spaces – non indicated a barrier free Proposed plan show parking lot on Consumer's property |

#### Notes:

- (q) Off-street parking for visitors, over and above the number of spaces required under section 38-380, may be permitted within the required front yard provided that such off-street parking spaces are not located within twenty (20) feet of the front lot line.
- (r) No building shall be located closer than fifty (50) feet to the outer perimeter (property line) of such district when said property line abuts any residential district.

(s) All storage shall be in the rear yard and shall be completely screened with an obscuring wall or fence, not less than six (6) feet high, or with a chain link type fence and a greenbelt planting so as to obscure all view from any adjacent residential, office or business district or from a public street. Loading areas shall be provided in accordance with section 38-382.

#### **Planning Background**

Tri-Mer Corporation is seeking to expand their office area by adding additional office space to the north side of their building. The build out is approximately 2444 square feet, measuring 120' x 19.2'. The buildout will take up part of the existing parking so the current lot will be reconfigured, adding an additional nine (9) spaces. The current parking lot on site appears to be within the Consumers Energy owned property. Please provide evidence of an agreement to use Consumers property.

The northeast corner of the buildout appears to be in the setback, please confirm and correct. The setback off Monroe Street is 30' from the Consumers Energy property line. The setback must be adhered to or must go to Zoning Board of Appeals for a variance.

#### Utilities

City Utilities Director reviewed the site plans and offers the following comments:

Sanitary Sewer Requirements:

- Service lateral from sewer main to property line 6-inch. Material shall be SDR-26 PVC ASTM D3034. Minimum grade is 1%.
- Service lead from building to property line shall be 4-inch minimum. Material shall be SDR-26
   PVC ASTM D3034 or SCH80 PVC ASTM D1785. Minimum grade 1% or approved variance.

Water Connection Requirements:

None provided on drawings. Please provide domestic water line and fire water line for review.

#### Engineering

City Engineer reviewed the site plans and offers the following comments:

- The proposed parking lot expansion appears to be outside City right-of-way of Monroe Street. It
  is inside property owned by Consumers Energy. See attachment. City recommends the
  developer advise whether Consumers Energy has been contacted and approve the changes.
- The building's downspouts will be connected to a storm drain that empties in front of future building and onto lawn area. The invert elevation of the proposed outlet is lower than existing ground. The developer should explain how this may work without building a swale area to receive the storm drainage. City recommends a swale area sized to receive the storm runoff.
- Public utility work appears as minor; no water service changes are proposed. Sanitary sewer
  alterations are to connect to existing service well outside road area; Utilities Director to comment
  further.
- The parking lot expansion may affect ADA guidelines; city Building Official to comment further.

#### **Building**

City Building Official reviewed the site plans and offers the following comments:

- The proposed parking lot expansion appears to be outside City right-of-way off Monroe Street. It
  is inside property owned by Consumers Energy. Building Official recommends the developer
  submit approval from consumers for these changes.
- The parking spaces are sized and laid out as allowed by City Ordinance; the number of spaces is consistent with City requirements. State of Michigan Barrier Free law applies for Barrier Free Parking – See Below.
  - The parking lot expansion does effect the requirements for Barrier Free Parking; Table 1106.1 Section 1106 Table 1106.1 requires parking lots with 51 to 75 total spaces to have a minimum of (3) three Barrier Free Parking Spaces, plan as draw reflects one Barrier Free Space. PLEASE NOTE: for every 6 accessible spaces required at least (1) one shall be Van Accessible.

# SITE IMPROVEMENTS FOR TRI-MER CORPORATION

TRI-MER CORPORATION 1400 MONROE STREET OWOSSO, MI 48867

# SHIA WASSEE COUNTY

# SECTION 19, T.7 N.-R.3 E., CITY OF OWOSSO SHIAWASSEE COUNTY, MICHIGAN

NOT TO SCALE

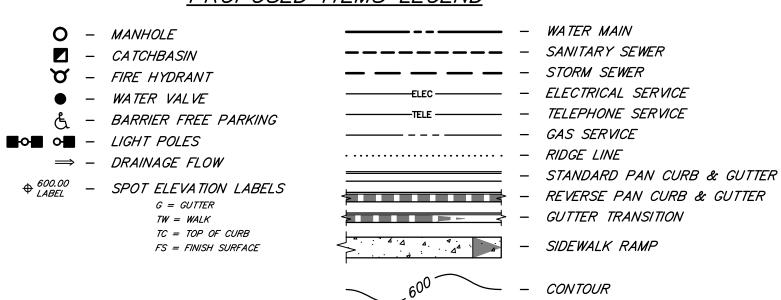


LOCATION MAP NOT TO SCALE

# EXISTING ITEMS LEGEND

| O -        | MANHOLE                  | <b>→</b> − | FENCE                |
|------------|--------------------------|------------|----------------------|
| Ø -        | CATCHBASIN               | <u> </u>   | SPRINKLER            |
| –          | CURB CATCHBASIN          | a_p —      | RAILROAD SIGNAL      |
| Υ -        | FIRE HYDRANT             | ⊠ -        | ANTENNA              |
| Ф <b>-</b> | GAS VALVE                | ⊗ -        | SATELLITE DISH       |
| ⊗ _        | WATER VALVE              | AC _       | AIR CONDITIONING UNI |
| <b>ø</b> – | POWER POLE               | ● -        | SOIL BORING          |
| Ø -        | TELEPHONE POLE           |            | SURVEY CORNER        |
| Ø -        | POWER AND TELEPHONE POLE |            | STUMP                |
| ☆ -        | LIGHT POLE               | 7/r —      | WETLANDS             |
| ← 0 -      | GUY ANCHOR AND POLE      | * -        | PINE                 |
| C _        | CABLE TV PEDESTAL        | <b>3</b> – | BUSH                 |
| □ –        | TELEPHONE PEDESTAL       | · -        | TREE                 |
| ■ -        | ELECTRICAL PEDESTAL      | 0 —        | MAIL BOX             |
| □ -        | TRANSFORMER              | + –        | SIGN                 |
|            | CONTOUR                  |            |                      |
|            |                          |            |                      |

# PROPOSED ITEMS LEGEND



ABBREVIATIONS BIT = BITUMINOUSBM = BENCH MARKBRW = BOTTOM RETAINING WALL CB = CATCH BASINCF = CUBIC FEETCL = CENTERLINECMP = CORRUGATED METAL PIPE CSP = CORRUGATED STEEL PIPE CONC = CONCRETEDIP = DUCTILE IRON PIPE ELEC = ELECTRICELEV = ELEVATIONESM'T = EASEMENTEX OR EXIST = EXISTINGFF = FINISH FLOOR FS = FINISH SURFACE FG = FINISH GRADEG = GUTTERHYD = HYDRANTINV = INVERTMH = MANHOLEMIN = MINIMUMNFL = NOT FIELD LOCATED NTS = NOT TO SCALEPROP = PROPOSEDPVC = POLYVINYL CHLORIDERCP = REINFORCED CONCRETE PIPE SAN = SANITARYSB = SOIL BORING STA = STATIONSTM = STORM

SWR = SEWER

TC = TOP OF CURB

TELE = TELEPHONE

TW = TOP OF WALKWM = WATER MAIN

TRW = TOP OF RETAINING WALL



| PLAN INDEX |                     |     |  |
|------------|---------------------|-----|--|
| FILE NO.   | DESCRIPTION         | NO. |  |
| D-5275-1   | TITLE SHEET         | C1  |  |
| D-5275-2   | SITE PLAN           | C2  |  |
| D-5275-3   | OVERALL SITE PLAN   | C3  |  |
| D-5275-4   | GRADING PLAN        | C4  |  |
| D-5275-5   | UTILITY PLAN        | C5  |  |
| D-5275-6   | EXISTING CONDITIONS | C6  |  |
| D-5275-7   | LANDSCAPE PLAN      | L1  |  |

# GENERAL NOTES

SITE WORK

Contractor shall call "Miss Dig" at 811, a minimum of 3 working days prior to any construction for the locations of existing underground utilities. The existing utilities on these drawings have been shown according to the best available information. The Contractor shall field locate all utilities and notify the engineer where possible conflict exists prior to beginning construction.

Prior to commencing construction, the Contractor is responsible for obtaining all permits required by the appropriate municipalities. Construction procedures shall conform to the requirements of the appropriate municipalities. All drives and approaches shall be constructed according to requirements of the appropriate governing authority.

All trenched construction under gravel, paved surfaces or utilities shall be backfilled with class Il sand or other approved granular material in 12" layers and compacted to 95% of its maximum unit weight.

Unpaved areas shall be smoothly graded and the surface stabilized by seeding or otherwise. The maximum desirable slope is 3 horizontal to 1 vertical unless noted otherwise.

Contractor shall sawcut pavement and/or curb & gutter for a clean edge to install proposed pavement and/or curb & gutter.

Contractor is responsible to maintain positive drainage pattern to ensure no ponding of water on adjacent existing and proposed paved surfaces.

> BY | MARK | REVISIONS THE WORK REPRESENTED BY THIS DRAWING WAS DESIGNED BY THE ENGINEER FOR THIS SPECIFIC APPLICATION AND SPECIFIC LOCATION DESCRIBED BY THE ENGINEER FOR THIS SPECIFIC APPLICATION AND SPECIFIC LOCATION DESCRIBED HEREON IN ACCORDANCE WITH THE CONDITIONS PREVALENT AT THE TIME THE DESIGN WAS DONE. THE ENGINEER DOES NOT GUARANTEE AND WILL NOT BE LIABLE FOR ANY OTHER LOCATION, CONDITION, DESIGN OR PURPOSE.

> > TRI-MER CORPORATION 1400 MONROE STREET OWOSSO, MI 48867

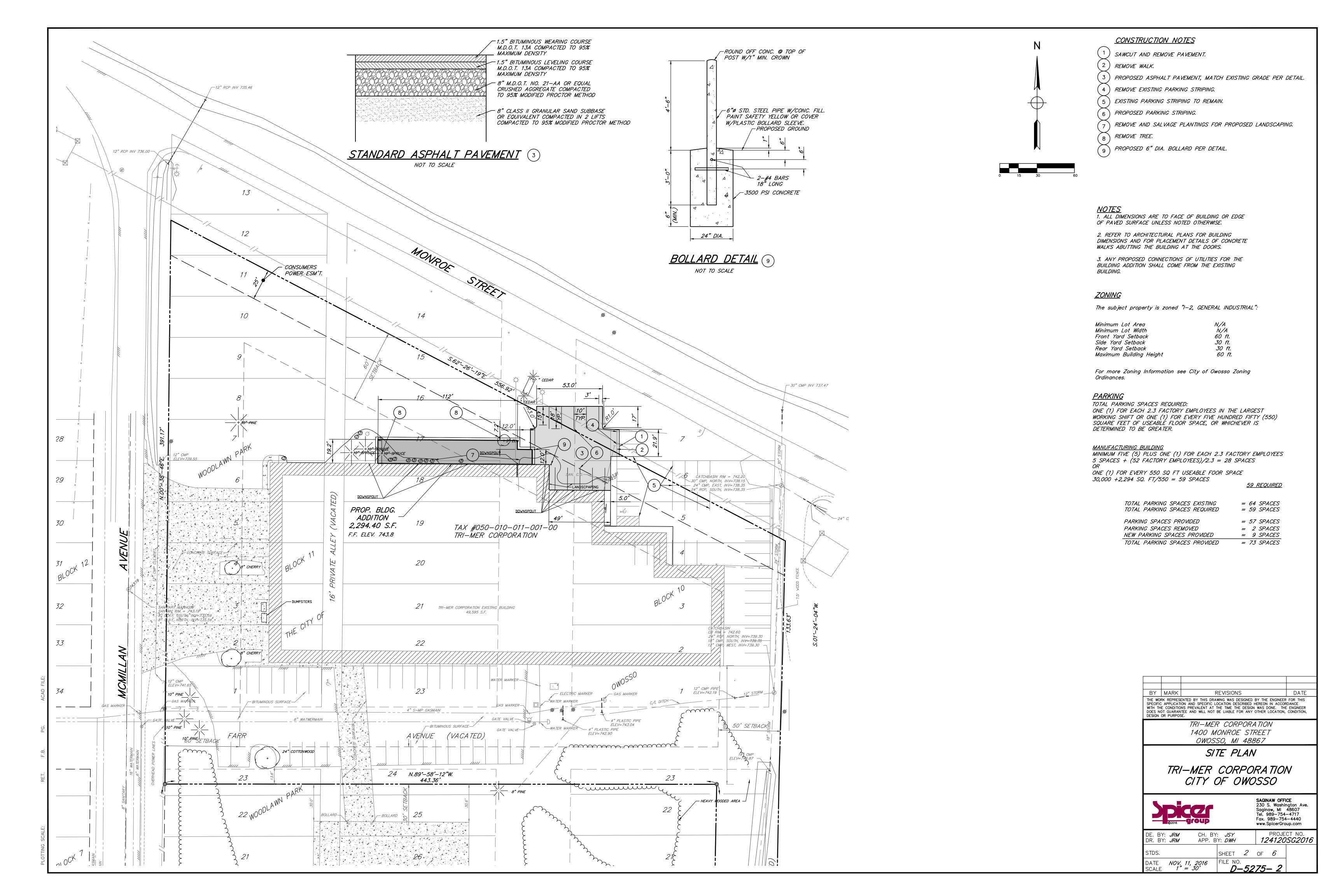
TITLE SHEET TRI-MER CORPORATION CITY OF OWOSSO

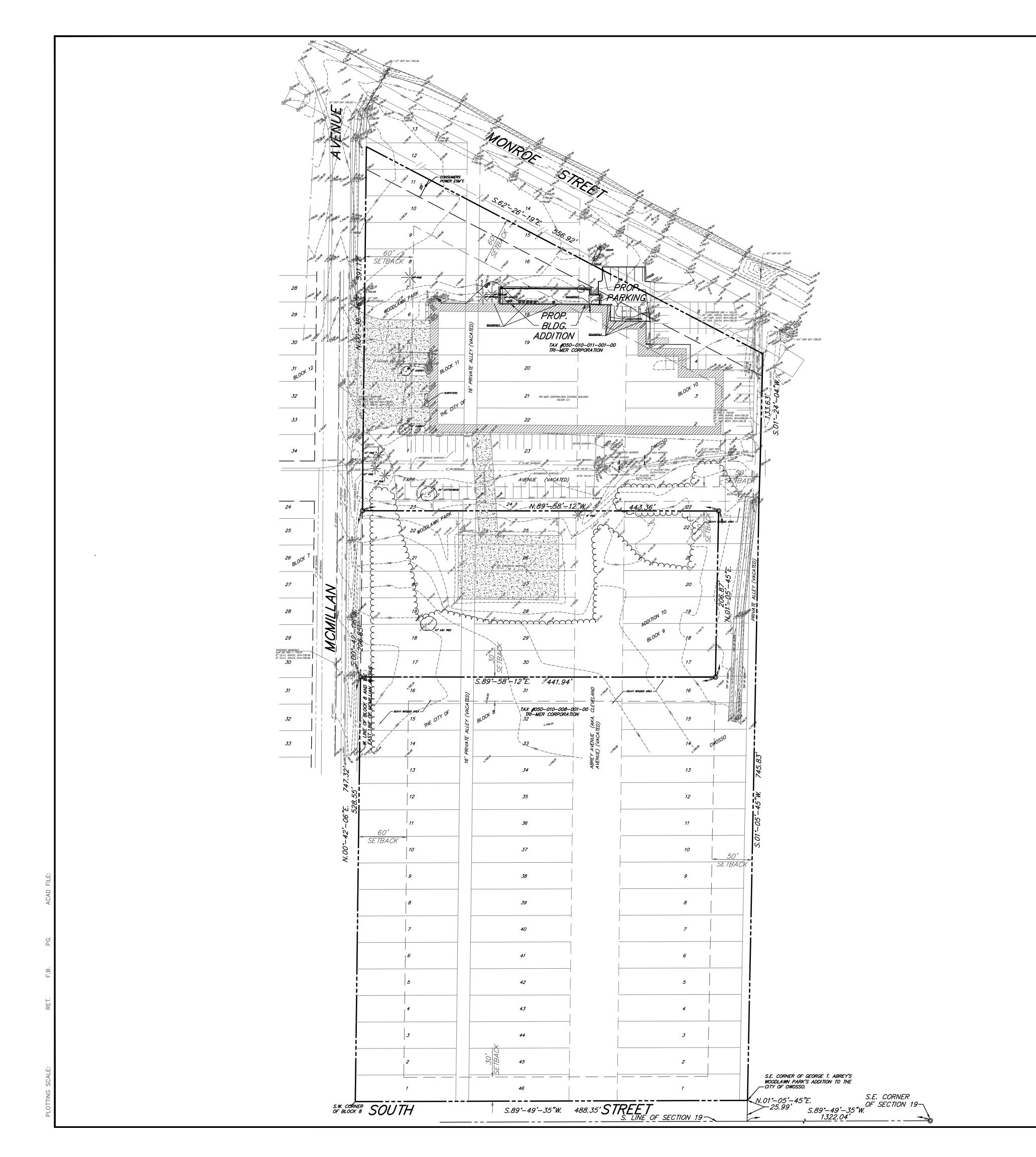


SAGINAW OFFICE 230 S. Washington Ave. Saginaw, MI 48607 Tel. 989-754-4717 Fax. 989-754-4440 www.SpicerGroup.com

PROJECT NO. 124120SG2016 DR. BY: *JRM* APP. BY: *DWH* SHEET 1 OF 6

FILE NO. DATE *NOV. 11, 2016* SCALE *N/A* D-5275-1







PARCEL DATA

TAX # 050-010-008-001-00

A PARCEL OF LAND BEING PART OF THE SOUTHEAST 1/4 OF

SECTION 19, T.7 N-R.3 E., CITY OF OWOSSO, SHIAWASSEE COUNTY,

MICHIGAN, BEING PART OF BLOCKS EIGHT (8), NINE (9), TEN (10)

AND ELEVEN (11) OF GEO. T. ABREY'S WOODLAWN PARK ADDITION

A.K.A. CLEVELAND AVENUE LYING BETWEEN BLOCKS EIGHT (8) AND NINE (9) AND BLOCKS TEN (10) AND ELEVEN (11), INCLUDING VACATED FARR AVENUE BETWEEN BLOCKS EIGHT (8) AND ELEVEN

(11) AND BLOCKS NINE (9) AND TEN (10), ALSO INCLUDING THE

MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT WHICH IS THE FOLLOWING TWO (2) COURSES FROM THE SOUTHEAST CORNER OF SAID SECTION 19, 1) S.89°-49'-35"W., 1322.04 FEET;

ALONG THE SOUTH LINE OF BLOCKS NINE (9) AND EIGHT (8) OF SAID PLAT, 488.35 FEET TO THE SOUTHWEST CORNER OF BLOCK EIGHT (8) OF SAID PLAT; THENCE N.00°-42'-06"E., ALONG THE MONUMENTED WEST LINE OF SAID BLOCK EIGHT (8) AND THE EAST LINE OF McMILLAN AVENUE, 528.55 FEET; THENCE S.89°-58'-12"E., 441.94 FEET; THENCE N.01°-05'-45"E., 206.87 FEET; THENCE N.89°-58'-12"W., 443.36 FEET TO A POINT ON SAID MONUMENTED WEST LINE OF BLOCK EIGHT (8) AND SAID EAST LINE OF McMILLAN AVENUE; THENCE N.00°-42'-06"E., ALONG SAID MONUMENTED WEST LINE OF BLOCK EIGHT (8) AND SAID EAST LINE McMILLAN AVENUE, 11.92 FEET TO A FOUND CONCRETE MONUMENT BEING THE NORTHWEST CORNER OF BLOCK EIGHT (8) OF SAID PLAT; THENCE N.00°-14'-05"E., ALONG SAID MONUMENTED EAST LINE OF McMILLAN AVENUE, 50.00 FEET TO A FOUND CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF BLOCK ELEVEN (11) OF SAID

VACATED ALLEYS RUNNING THROUGH BLOCKS EIGHT (8) AND ELEVEN (11), ALSO INCLUDING THE VACATED ALLEYS ALONG THE

2) N.01°-05'-45"E., 25.99 FEET TO A FOUND CONCRETE MONUMENT BEING THE SOUTHEAST CORNER OF THE PLAT OF GEORGE T. ABREY'S WOODLAWN PARK ADDITION TO THE CITY OF OWOSSO AND THE POINT OF BEGINNING; THENCE S.89°-49'-35"W,

PLAT; THENCE N.00°-38'-46"E., CONTINUING ALONG THE MONUMENTED WEST LINE OF SAID BLOCK ELEVEN (11) AND THE

FEET) TO THE SOUTH LINE MONROE STREET; THENCE

EAST LINE OF McMILLAN AVENUE, 391.17 FEET (DEEDED AS 391.24

S.62°-26'-19"E., ALONG SAID SOUTH LINE OF MONROE STREET, 556.92 FEET (DEEDED AS 556.27 FEET) TO A POINT ON THE MONUMENTED EAST LINE OF SAID PLAT; THENCE S.01°-24'-04"W., ALONG SAID MONUMENTED EAST LINE OF SAID PLAT, 133.63 FEET (DEEDED AS 133.70 FEET) TO A FOUND CONCRETE MONUMENT; THENCE S.01°-50'-51"W., ALONG SAID MONUMENTED EAST LINE OF

SAID PLAT, 50.00 FEET; THENCE S.01°-05'-45"W., ALONG SAID MONUMENTED EAST LINE OF SAID PLAT, 745.83 FEET TO THE POINT OF BEGINNING. CONTAINING 9.87 ACRES OF LAND AND

BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR

RIGHTS-OF-WAY OF RECORD.

EAST SIDE OF BLOCKS NINE (9) AND TEN (10).

TO THE CITY OF OWOSSO, INCLUDING VACATED ABREY AVENUE

<u>LEGAL DESCRIPTION</u>

2.10 ACRES

The subject property is zoned "I-2, GENERAL INDUSTRIAL":

Minimum Lot AreaN/AMinimum Lot WidthN/AFront Yard Setback60 ft.Side Yard Setback30 ft.Rear Yard Setback30 ft.Maximum Building Height60 ft.

For more Zoning Information see City of Owosso Zoning

BY MARK REVISIONS DATE

THE WORK REPRESENTED BY THIS DRAWING WAS DESIGNED BY THE ENGINEER FOR THIS SPECIFIC APPLICATION AND SPECIFIC LOCATION DESCRIBED HEREON IN ACCORDANCE WITH THE CONDITIONS PREVALENT AT THE TIME THE DESIGN WAS DONE. THE ENGINEER DOES NOT GUARANTEE AND WILL NOT BE LIABLE FOR ANY OTHER LOCATION, CONDITION, DESIGN OR PURPOSE.

TRI-MER CORPORATION
1400 MONROE STREET
OWOSSO, MI 48867

OVERALL SITE PLAN

TRI-MER CORPORATION
CITY OF OWOSSO

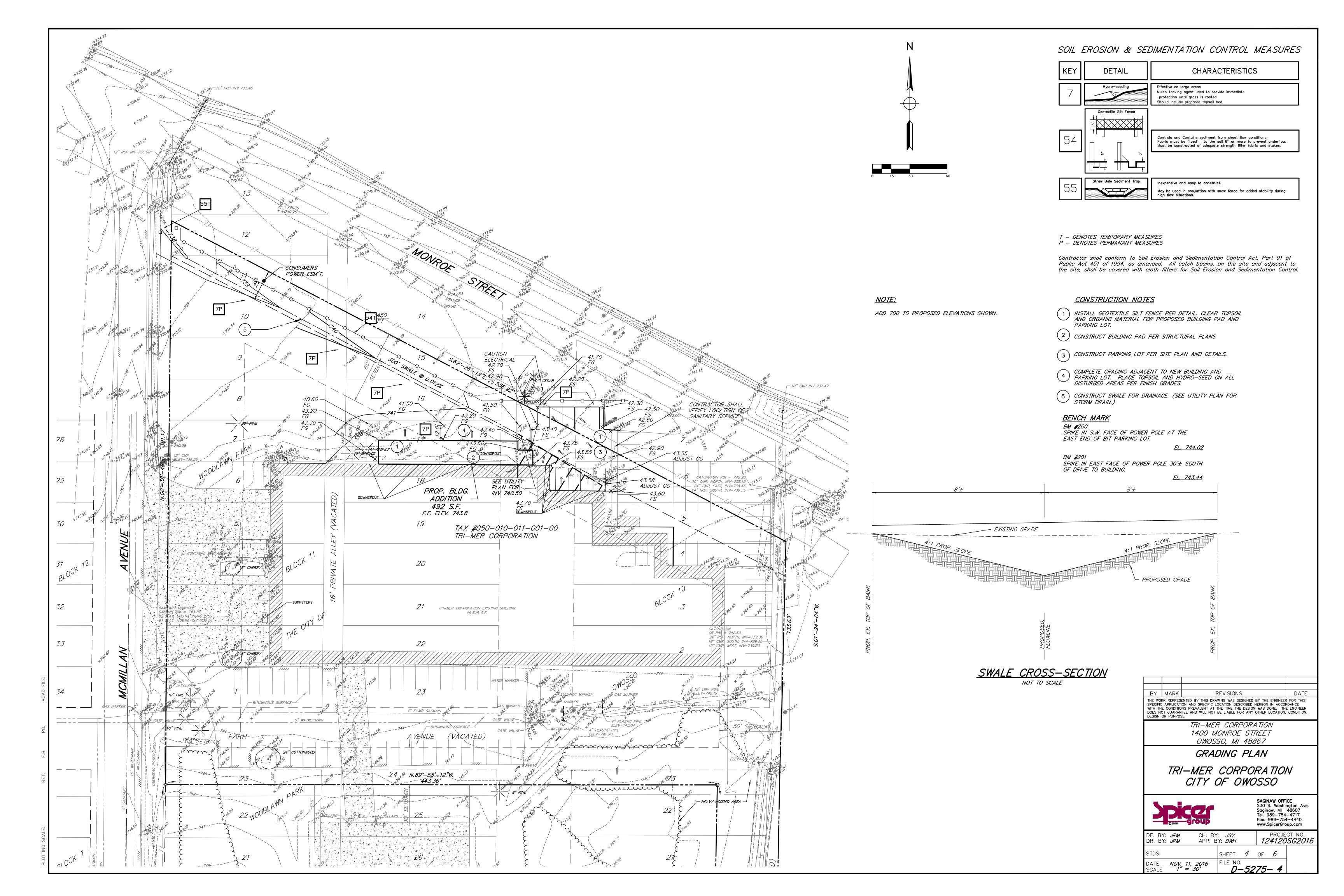


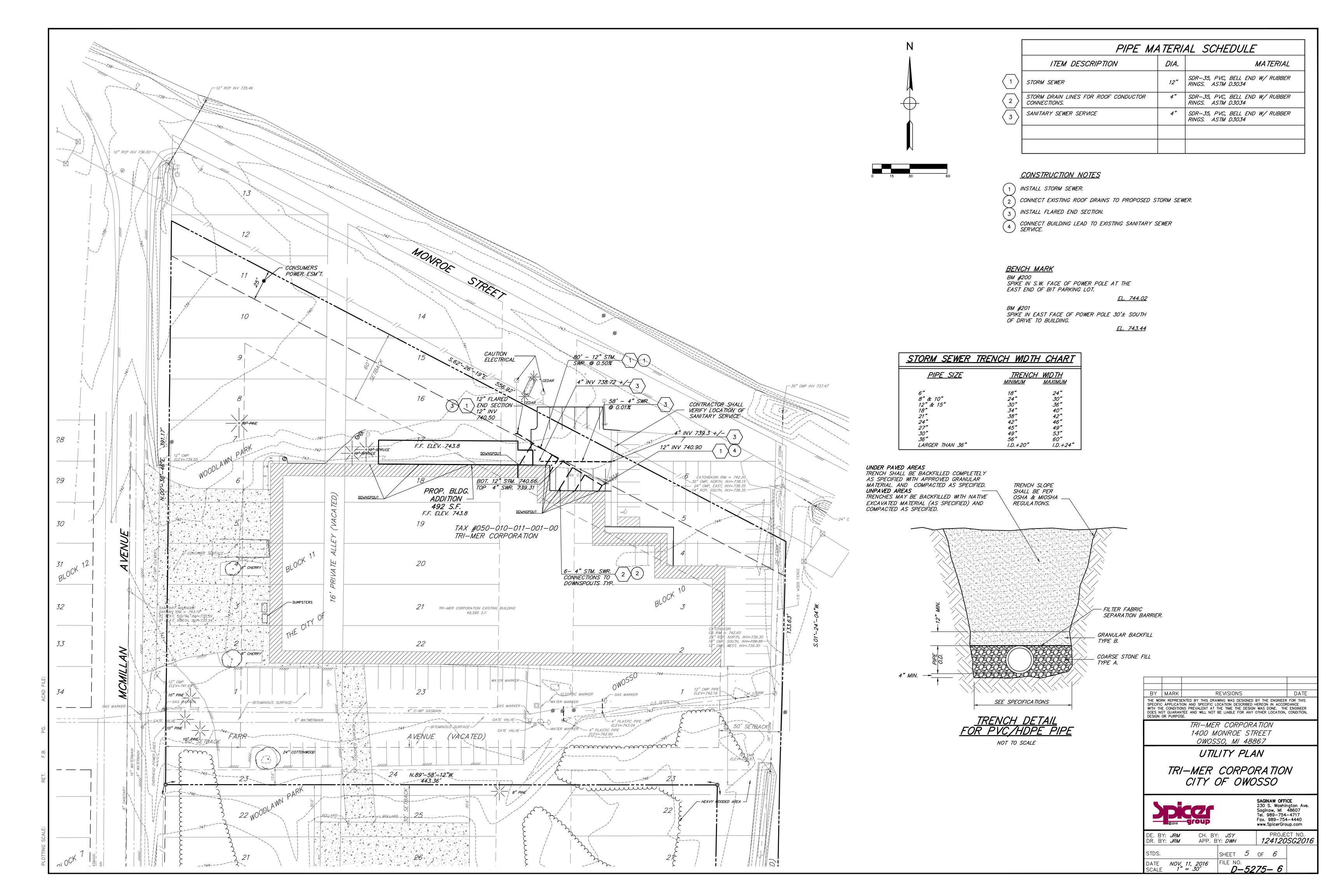
SAGINAW OFFICE
230 S. Washington Ave.
Saginaw, MI 48607
Tel. 989-754-4717
Fax. 989-754-4440
www.SpicerGroup.com

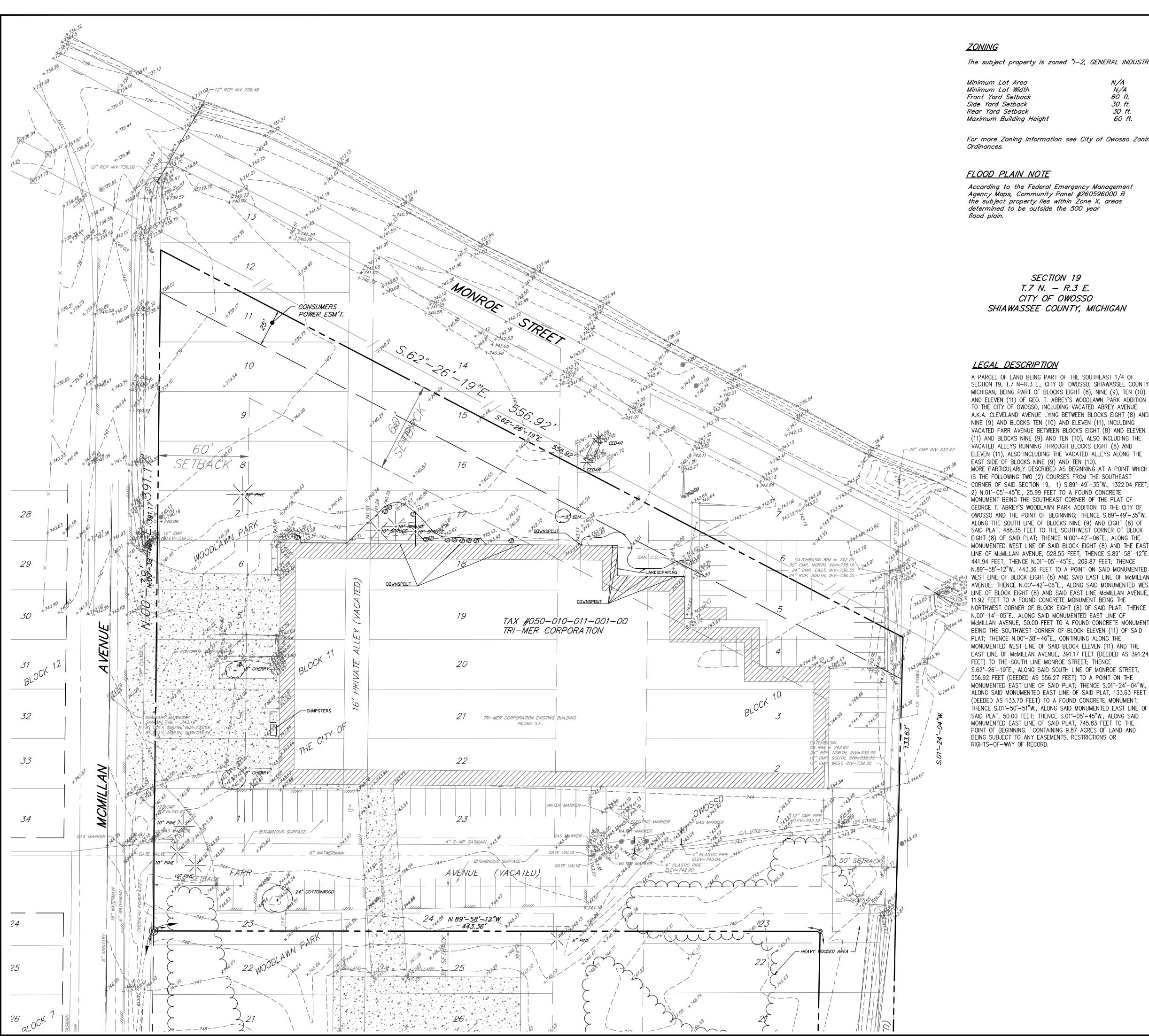
DE. BY: JRM CH. BY: JSY PROJECT NO. 124120SG2016

STDS. SHEET 3 OF 6

DATE NOV. 11, 2016 SCALE 1" = 60' FILE NO. D-5275-







# <u>ZONING</u>

The subject property is zoned "I-2, GENERAL INDUSTRIAL":

Minimum Lot Area Minimum Lot Width N/A Front Yard Setback 60 ft. Side Yard Setback *30 ft.* Rear Yard Setback *30 ft.* 60 ft. Maximum Building Height

For more Zoning Information see City of Owosso Zoning

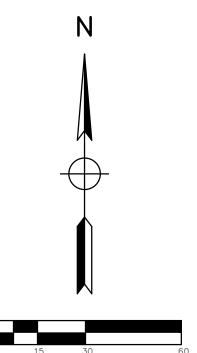
## FLOOD PLAIN NOTE

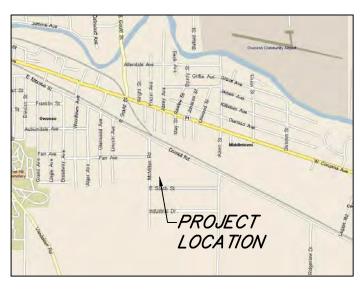
According to the Federal Emergency Management Agency Maps, Community Panel #260596000 B the subject property lies within Zone X, areas determined to be outside the 500 year

> SECTION 19 T.7 N. - R.3 E. CITY OF OWOSSO SHIAWASSEE COUNTY, MICHIGAN

## LEGAL DESCRIPTION

SECTION 19, T.7 N-R.3 E., CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN, BEING PART OF BLOCKS EIGHT (8), NINE (9), TEN (10) AND ELEVEN (11) OF GEO. T. ABREY'S WOODLAWN PARK ADDITION TO THE CITY OF OWOSSO, INCLUDING VACATED ABREY AVENUE A.K.A. CLEVELAND AVENUE LYING BETWEEN BLOCKS EIGHT (8) AND NINE (9) AND BLOCKS TEN (10) AND ELEVEN (11), INCLUDING VACATED FARR AVENUE BETWEEN BLOCKS EIGHT (8) AND ELEVEN (11) AND BLOCKS NINE (9) AND TEN (10), ALSO INCLUDING THE VACATED ALLEYS RUNNING THROUGH BLOCKS EIGHT (8) AND ELEVEN (11), ALSO INCLUDING THE VACATED ALLEYS ALONG THE EAST SIDE OF BLOCKS NINE (9) AND TEN (10). MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT WHICH IS THE FOLLOWING TWO (2) COURSES FROM THE SOUTHEAST CORNER OF SAID SECTION 19, 1) S.89°-49'-35"W., 1322.04 FEET; 2) N.01°-05'-45"E., 25.99 FEET TO A FOUND CONCRETE MONUMENT BEING THE SOUTHEAST CORNER OF THE PLAT OF GEORGE T. ABREY'S WOODLAWN PARK ADDITION TO THE CITY OF OWOSSO AND THE POINT OF BEGINNING; THENCE S.89°-49'-35"W, ALONG THE SOUTH LINE OF BLOCKS NINE (9) AND EIGHT (8) OF SAID PLAT, 488.35 FEET TO THE SOUTHWEST CORNER OF BLOCK EIGHT (8) OF SAID PLAT; THENCE N.00°-42'-06"E., ALONG THE MONUMENTED WEST LINE OF SAID BLOCK EIGHT (8) AND THE EAST LINE OF McMILLAN AVENUE, 528.55 FEET; THENCE S.89°-58'-12"E., 441.94 FEET; THENCE N.01°-05'-45"E., 206.87 FEET; THENCE N.89°-58'-12"W., 443.36 FEET TO A POINT ON SAID MONUMENTED WEST LINE OF BLOCK EIGHT (8) AND SAID EAST LINE OF McMILLAN AVENUE; THENCE N.00°-42'-06"E., ALONG SAID MONUMENTED WEST LINE OF BLOCK EIGHT (8) AND SAID EAST LINE McMILLAN AVENUE, 11.92 FEET TO A FOUND CONCRETE MONUMENT BEING THE NORTHWEST CORNER OF BLOCK EIGHT (8) OF SAID PLAT; THENCE N.00°-14'-05"E., ALONG SAID MONUMENTED EAST LINE OF McMILLAN AVENUE, 50.00 FEET TO A FOUND CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF BLOCK ELEVEN (11) OF SAID PLAT; THENCE N.00°-38'-46"E., CONTINUING ALONG THE MONUMENTED WEST LINE OF SAID BLOCK ELEVEN (11) AND THE EAST LINE OF McMILLAN AVENUE, 391.17 FEET (DEEDED AS 391.24 FEET) TO THE SOUTH LINE MONROE STREET; THENCE S.62'-26'-19"E., ALONG SAID SOUTH LINE OF MONROE STREET, 556.92 FEET (DEEDED AS 556.27 FEET) TO A POINT ON THE MONUMENTED EAST LINE OF SAID PLAT; THENCE S.01°-24'-04"W. ALONG SAID MONUMENTED EAST LINE OF SAID PLAT, 133.63 FEET





LOCATION MAP NOT TO SCALE

SCALE: 1" = 30'

## <u>LEGEND</u>

| $\circ$      | _ | MANHOLE                  | *                    | _ | PINE                           |
|--------------|---|--------------------------|----------------------|---|--------------------------------|
| 0            | _ | CATCHBASIN               | <b>a</b>             | _ | BUSH                           |
|              | _ | CURB CATCHBASIN          | $\odot$              | _ | TREE                           |
| V            | _ | FIRE HYDRANT             |                      | _ | TELEPHONE PEDESTAL             |
| $\otimes$    | _ | WATER VALVE              | ©                    | _ | FOUND SURVEY CORNER            |
| $\oplus$     | _ | GAS VALVE                | 0                    | _ | SET 3/4" IRON PIPE             |
| Ø            | _ | TELEPHONE POLE           | 8                    | _ | SET P.K. NAIL                  |
| Ø            | _ | POWER POLE               |                      |   | CUY ANCHOR AND ROLE            |
| Ø            | _ | POWER AND TELEPHONE POLE | $\leftarrow$ $\circ$ | _ | GUY ANCHOR AND POLE            |
| <del>\</del> | - | LIGHT POLE               | N.F.L.               | _ | NOT FIELD LOCATED              |
|              | _ | MAIL BOX                 | C                    | - | CABLE TV PEDESTAL              |
| +            | _ | SIGN                     |                      | _ | ANTENNA                        |
| $\times$     | _ | FENCE                    | $\otimes$            | _ | SATELLITE DISH                 |
| 4            | _ | SPRINKLER                | AC                   | _ | AIR CONDITIONING UNIT          |
| a⊡b          | _ | RAILROAD SIGNAL          | •                    | _ | SOIL BORING                    |
|              | _ | TRANSFORMER              |                      | _ | ELECTRICAL PEDESTAL            |
| Ğ            | _ | BARRIER FREE PARKING     |                      |   |                                |
|              | _ | BITUMINOUS SURFACE       |                      | _ | BURIED CABLE LINES             |
| 87.5         |   | 001100575 011054.05      |                      | _ | BURIED ELECTRIC LINES GASMAINS |
| : * :        | _ | CONCRETE SURFACE         |                      | _ | SANITARY SEWER LINES           |
| <b>=</b>     | _ | CONCRETE CURB            |                      | _ | STORM SEWER LINES              |
|              | _ | FENCE LINE               |                      | _ | TELEPHONE LINES                |
| /_           | _ | OVERHEAD POWER LINES     |                      | _ | WATERMAINS                     |
|              | _ | TREE LINE                |                      |   |                                |
|              | _ | STUMP                    |                      |   |                                |
|              |   |                          |                      |   |                                |
|              |   |                          |                      |   |                                |
| . —          |   |                          |                      |   |                                |

# UTILITY NOTE

The utility locations as hereon shown are based on field observations and a careful review of municipal and utility company records. However, it is not possible to determine the precise location and depth of underground utilities without excavation. Therefore, we cannot guarantee the accuracy or completeness of the buried utility information hereon shown. The contractor shall call "MISS DIG" (1-800-482-7171) within three working days prior to any excavation. The contractor is responsible for verifying these utility locations prior to construction and shall make every effort to protect and or relocate them as required. The contractor shall notify the Engineer/Surveyor as soon as possible in the event a discrepancy is found.

# FOR UTILITIES CONTACT

# TELEPHONE SERVICE Ameritech

c/o Engineering Department Room 525 309 S. Washington Ave Saginaw, MI 48607 TEL 989-776-4070

GAS AND ELECTRIC SERVICE Consumers Energy 2400 Weiss Street Saginaw, MI 48602 TEL 989-791-5869

WATER AND SEWER SERVICES City of Owosso 301 West Main Street

Owosso, MI 48867 TEL 989-725-0599

# <u>BENCH MARK</u>

BM #200 SPIKE IN S.W. FACE OF POWER POLE AT THE EAST END OF BIT PARKING LOT.

EL. 744.02

BM #201 SPIKE IN EAST FACE OF POWER POLE 30'± SOUTH OF DRIVE TO BUILDING.

EL. 743.44

| BY                             | MARK                    | REVISIONS  | DATE              |
|--------------------------------|-------------------------|--|-------------------|
| SPECIFIC<br>WITH TH<br>DOES NO | APPLICATI<br>E CONDITIO | ENTED BY THIS DRAWING WAS DESIGNED BY THE ENGINEER ON AND SPECIFIC LOCATION DESCRIBED HEREON IN ACCOR NS PREVALENT AT THE TIME THE DESIGN WAS DONE. THE TEE AND WILL NOT BE LIABLE FOR ANY OTHER LOCATION, SE. | DANCE<br>ENGINEER |

TRI-MER CORPORATION 1400 MONROE STREET OWOSSO, MI 48867

EXISTING CONDITIONS PLAN

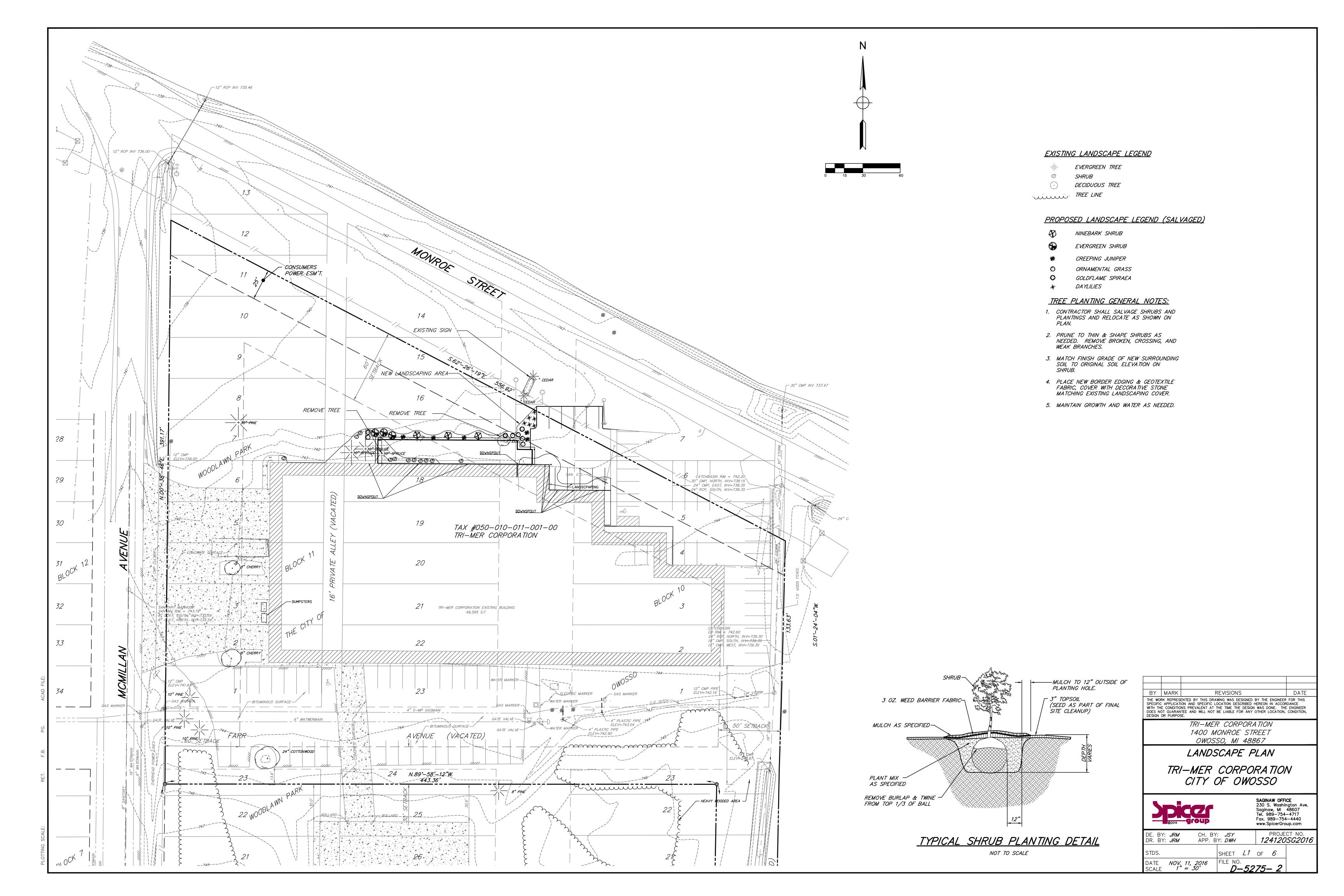
TRI-MER CORPORATION CITY OF OWOSSO



SAGINAW OFFICE 230 S. Washington Ave. Saginaw, MI 48607 Tel. 989-754-4717 Fax. 989-754-4440 www.SpicerGroup.com

CH. BY: *JSY* APP. BY: *DWH* PROJECT NO. 124120SG2016 R. BY: *JRM* 

STDS. SHEET 6 OF 6FILE NO. DATE NOV. 11, 2016 SCALE 1" = 30'



#### SECTION 13910

#### FIRE PROTECTION BASIC MATERIALS AND METHODS

#### PART 1 GENERAL

The following is a summary of the fire protection wet sprinkler system project scope and Fire Protection Contractor requirements.

- A. This project includes a ten (10) office addition to the Tri-Mer Corporation Building located at 1400 East Monroe Street, Owosso, Michigan 48867. The building is served by an existing fire protection sprinkler system, that will be expanded to serve the new office addition.
- B. The interior office addition is 2,208 square feet in area.
- C. The Fire Protection Contractor must expand the existing fire protection sprinkler system, and provide a complete and operating fire protection sprinkler system for the new office addition.
- D. The Fire Protection Contractor must provide a complete, tested, operating sprinkler system complying with the National Fire Protection Association (NFPA), State of Michigan, and local codes.
- E. The Fire Protection Contractor must provide all necessary calculations, drawings, and specifications required for State and local permits.
- F. The Fire Protection Contractor shall coordinate all work and pricing with the General Contractor.
- G. The Fire Protection Contractor must visit the existing building to determine the existing conditions, and must include all necessary materials and work to expand the existing fire protection sprinkler system. Coordinate all building visits with the General Contractor.
- H. The Fire Protection Contractor shall coordinate the design and installation of the sprinkler piping and sprinkler heads with the architectural, mechanical HVAC and plumbing, and electrical lighting plans.
- Provide sprinkler piping and sprinkler heads in heated attic area where furnaces are installed. Dry sprinkler piping in attic should not be required. Coordinate with architectural drawings.
- J. The Fire Protection Contractor shall match existing office area sprinkler head type, style, and color.

#### 1.01 SECTION INCLUDES

A. Pipe, fittings, valves, and connections for sprinkler, standpipe and fire hose, and combination sprinkler and standpipe systems.

#### 1.02 REFERENCES

- A. ASME (BPV IX) Boiler and Pressure Vessel Code, Section IX Welding and Brazing Qualifications; The American Society of Mechanical Engineers.
- B. ASME B16.1 Cast Iron Pipe Flanges and Flanged Fittings; The American Society of Mechanical Engineers.
- C. ASME B16.3 Malleable Iron Threaded Fittings; The American Society of Mechanical Engineers.
- D. ASME B16.4 Gray Iron Threaded Fittings; The American Society of Mechanical Engineers.
- E. ASME B16.9 Factory-made Wrought Steel Buttwelding Fittings; The American Society of Mechanical Engineers.
- F. ASTM A 47 Standard Specification for Ferritic Malleable Iron Castings.
- G. ASTM A 47M Standard Specification for Ferritic Malleable Iron Castings (Metric).
- H. ASTM A 53 Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

- I. ASTM A 135 Standard Specification for Electric-Resistance Welded Steel Pipe.
- J. ASTM A 795 Standard Specification for Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Fire Protection Use.
- K. ASTM B 75 Standard Specification for Seamless Copper Tube.
- L. NFPA 13 Standard for the Installation of Sprinkler Systems; National Fire Protection Association.
- M. NFPA 14 Standard for the Installation of Standpipe and Hose Systems; National Fire Protection Association.
- N. UL (FPED) Fire Protection Equipment Directory; Underwriters Laboratories Inc.
- O. UL 262 Gate Valves for Fire-Protection Service; Underwriters Laboratories Inc.
- P. UL 312 Check Valves for Fire-Protection Service; Underwriters Laboratories Inc.

#### 1.03 SUBMITTALS

- A. Product Data: Provide manufacturers catalogue information. Indicate valve data and ratings.
- B. Shop Drawings: Indicate pipe materials used, jointing methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.
- C. Project Record Documents: Record actual locations of components and tag numbering.
- D. Operation and Maintenance Data: Include installation instructions and spare parts lists.

#### 1.04 QUALITY ASSURANCE

- A. Sprinkler Systems: Conform work to NFPA 13.
- B. Valves: Bear UL label or marking. Provide manufacturer's name and pressure rating marked on valve body.
- Products Requiring Electrical Connection: Listed and classified as suitable for the purpose specified and indicated.

#### PART 2 PRODUCTS

#### 2.01 GENERAL SYSTEM AND PRODUCT REQUIREMENTS

- A. Sprinkler Systems: Conform work to NFPA 13.
- B. Standpipe and Hose Systems: Conform to NFPA 14.
- C. Welding Materials and Procedures: Conform to ASME Code.

#### 2.02 ABOVE GROUND PIPING

A. Steel Pipe: ASTM A 795 Schedule 10, black.

- 1. Steel Fittings: ASME B16.9, wrought steel, buttwelded.
- 2. Cast Iron Fittings: ASME B16.1, flanges and flanged fittings and ASME B16.4, threaded fittings.
- 3. Malleable Iron Fittings: ASME B16.3, threaded fittings and ASTM A 47 (ASTM A 47M).
- 4. Mechanical Grooved Couplings: Malleable iron housing clamps to engage and lock, "C" shaped elastomeric sealing gasket, steel bolts, nuts, and washers; galvanized for galvanized pipe.
- Mechanical Formed Fittings: Carbon steel housing with integral pipe stop and O-ring pocked and O-ring, uniformly compressed into permanent mechanical engagement onto pipe.
- B. Copper Tube: ASTM B 88 (ASTM B 88M), H58 drawn temper.

#### 2.03 PIPE HANGERS AND SUPPORTS

- A. Conform to NFPA 13 and NFPA 14.
- B. Hangers for Pipe Sizes 1/2 to 1-1/2 inch (15 to 40 mm): Malleable iron, adjustable swivel, split ring.
- C. Hangers for Pipe Sizes 2 inches (50 mm) and Over: Carbon steel, adjustable, clevis.
- D. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
- E. Wall Support for Pipe Sizes to 3 inches (80 mm): Cast iron hook.
- F. Vertical Support: Steel riser clamp.
- G. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
- H. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.

#### 2.04 GATE VALVES

- A. Up to and including 2 inches (50 mm):
  - 1. Bronze body, bronze trim, rising stem, handwheel, solid wedge or disc, threaded ends.
- B. Over 2 inches (50 mm):
  - Iron body, bronze trim, rising stem pre-grooved for mounting tamper switch, handwheel, OS&Y, solid rubber covered bronze or cast iron wedge, flanged ends.

#### 2.05 BALL VALVES

- A. Up to and including 2 inches (50 mm):
  - 1. Bronze two piece body, brass, chrome plated bronze, or stainless steel ball, Teflon seats and stuffing box ring, lever handle and balancing stops, threaded ends with union.

#### 2.06 BUTTERFLY VALVES

- A. Bronze Body:
  - Fire protection sprinkler header is existing Field inspect and verify all existing conditions and
    provide new valves only as necessary. Stainless steel disc, resilient replaceable seat, threaded or
    grooved ends, extended neck, handwheel and gear drive and integral indicating device, and built-in
    tamper proof switch rated 10 amp at 115 volt AC.
- B. Cast or Ductile Iron Body
  - 1. Fire protection sprinkler header is existing. Field inspect and verify all existing conditions and provide new valves only as necessary Cast or ductile iron, chrome or nickel plated ductile iron or aluminum bronze disc, resilient replaceable EPDM seat, wafer, lug, or grooved ends, extended

neck, handwheel and gear drive and integral indicating device, and internal tamper switch rated 10 amp at 115 volt AC.

#### 2.07 CHECK VALVES

- A. Up to and including 2 inches (50 mm):
  - 1. Bronze body and swing disc, rubber seat, threaded ends.
- B. Over 2 inches (50 mm):
  - Iron body, bronze trim, swing check with rubber disc, renewable disc and seat, flanged ends with automatic ball check.

#### PART 3 EXECUTION

#### 3.01 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and foreign material, from inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

#### 3.02 INSTALLATION

- A. Install sprinkler system and service main piping, hangers, and supports in accordance with NFPA 13.
- B. Install standpipe piping, hangers, and supports in accordance with NFPA 14.
- C. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
- D. Install piping to conserve building space, to not interfere with use of space and other work.
- E. Group piping whenever practical at common elevations.
- F. Sleeve pipes passing through partitions, walls, and floors.
- G. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- H. Pipe Hangers and Supports:
  - 1. Install hangers to provide minimum 1/2 inch (15 mm) space between finished covering and adjacent work.
  - 2. Place hangers within 12 inches (300 mm) of each horizontal elbow.
  - 3. Use hangers with 1-1/2 inch (40 mm) minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
  - 4. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
  - 5. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
  - 6. Provide copper plated hangers and supports for copper piping.
  - 7. Prime coat exposed steel hangers and supports. Refer to Section 09900. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
- Slope piping and arrange systems to drain at low points. Use eccentric reducers to maintain top of pipe level.

#### TRI-MER 10 OFFICE ADDITION

- J. Prepare pipe, fittings, supports, and accessories for finish painting. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
- K. Do not penetrate building structural members unless indicated.
- L. Provide sleeves when penetrating footings, floors, and walls. Seal pipe and sleeve penetrations to achieve fire resistance equivalent to fire separation required.
- M. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.
- N. Die cut threaded joints with full cut standard taper pipe threads with red lead and linseed oil or other non-toxic joint compound applied to male threads only.
- O. Install valves with stems upright or horizontal, not inverted. Remove protective coatings prior to installation.
- P. Provide gate valves for shut-off or isolating service.
- Q. Provide drain valves at main shut-off valves, low points of piping and apparatus.

END OF SECTION

#### **SECTION 13925**

#### FIRE SUPPRESSION SPRINKLERS

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Wet-pipe sprinkler system.
- B. System design, installation, and certification.

#### 1.02 RELATED SECTIONS

A. Section 13910 - Fire Protection Basic Materials and Methods: Pipe, fittings, and valves.

#### 1.03 REFERENCES

- A. FM P7825 Approval Guide; Factory Mutual Research Corporation.
- B. NFPA 13 Standard for the Installation of Sprinkler Systems; National Fire Protection Association.

#### 1.04 SUBMITTALS

- A. Product Data: Provide data on sprinklers, valves, and specialties, including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.
- B. Shop Drawings:
  - 1. Indicate hydraulic calculations, detailed pipe layout, hangers and supports, sprinklers, components and accessories. Indicate system controls.
- C. Project Record Documents: Record actual locations of sprinklers and deviations of piping from drawings. Indicate drain and test locations.
- D. Operation and Maintenance Data: Include components of system, servicing requirements, record drawings, inspection data, replacement part numbers and availability, and location and numbers of service depot.

#### 1.05 DELIVERY, STORAGE, AND PROTECTION

A. Store products in shipping containers and maintain in place until installation. Provide temporary inlet and outlet caps. Maintain caps in place until installation.

#### 1.06 EXTRA MATERIALS

- A. Provide extra sprinklers of type and size matching those installed, in quantity required by referenced NFPA design and installation standard.
- B. Provide suitable wrenches for each sprinkler type.

#### **PART 2 PRODUCTS**

#### 2.01 SPRINKLER SYSTEM REQUIREMENTS

FIRE SUPPRESSION SPRINKLERS - 13925-1

#### TRI-MER 10 OFFICE ADDITION

- A. Sprinkler System: Provide coverage for new ten (10) office addition. Provide modifications as necessary to the office area immediately adjacent to the new office area.
- B. Occupancy: Comply with NFPA 13.
- C. Water Supply: Determine volume and pressure from water flow test data.

#### 2.02 SPRINKLERS

- A. Exposed Area Type: Standard upright type with guard.
  - 1. Finish: Brass.
  - 2. Fusible Link: Fusible solder link type temperature rated for specific area hazard.
  - 3. Bulb Type.

#### 2.03 PIPING SPECIALTIES

A. Water Flow Switch: Vane type switch for mounting horizontal or vertical, with two contacts; rated 10 amp at 125 volt AC and 2.5 amp at 24 volt DC.

#### PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Install in accordance with referenced NFPA design and installation standard.
- B. Install equipment in accordance with manufacturer's instructions.
- C. Place pipe runs to minimize obstruction to other work.
- D. Run all piping above lay-in ceiling, inside of insulated building envelope. Coordinate pipe routing with mechanical HVAC and plumbing piping, ductwork, and diffusers, and electrical conduit and lighting.
- E. Apply masking tape or paper cover to ensure concealed sprinklers, cover plates, and sprinkler escutcheons do not receive field paint finish. Remove after painting. Replace painted sprinklers.
- G. Flush new piping system of foreign matter. Flush existing piping system required for compliance.
- H. Hydrostatically test entire system.
- I. Require test be witnessed by Fire Marshall.

#### END OF SECTION

|          | 7. 6   | 4.5   |   |   |      |   |
|----------|--------|-------|---|---|------|---|
| 3        |        |       |   | 7 | 18   |   |
| Concerne | 114445 | SHORT | P |   | 2071 | , |

Lace 278 Met 1:35

Parcel No. 176.

50 andenture, Made this Tenth - --in the year of our Lord one thousand nine hundred and ... fifty EEN Leich H. Christian and Raud F. Christian, big wife and Consumers Power Company, a corporation duly authorized to do business in Michigan with its principal office therein at 212 West Michigan Avenue; dackson, Michigan Witnesseth, That the said part 198 .. of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, 19886 to them in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, do\_\_\_\_\_by these presents grant, bargain, sell, remise, release, alien and confirm and assigns, FOREVER, all that certain piece or parcel of land situate and being in the City Owosso County of Shiawasses and State of Michigan, and described as follows, to-wit: A strip of land sixty-six (66) feet wide off the Northerly side of Blocks 10, 11, 12, 13 and 14 of the Plat of George T. Abrey's Woodlawn Park Addition to the City of Owosso, according to the recorded plat thereof, together with so much of Abrey, McMillan, Edgewater and Oakdale Avenues as now laid out in said plat as lie contiguous to said above described strip of land. Excepting and Reserving to the Grantors herein, their heirs and assigns, Forever, the easement and right to construct and maintain streets over and across so such of the above described strip of land as is included within the ... limits of said Abrey, McWiller, Edgewater and Oakdale Avenues as is now laid out in said plat but not presently dedicated to the publica Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the FOREYER. And the said Leigh H. Christian and Maud F. Christian for \_\_\_then\_\_sel ves \_\_, their heirs, executors and administrators, do \_\_\_covenant, grant, bargain and and assigns,....that at the time of the ensealing and delivery of these presents they are well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

1 65-233 Lief Sold

THIS INDENTURE, made this 23 day of February , 1967, between CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan and having its principal office therein at 212 West Michigan Avenue, Jackson, Michigan, party of the first part, and the CITY OF CWOSSO, a municipal corporation with offices in the City Hall, Owosso, Michigan, party of the second part,

#### WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUITCLAIM unto the said party of the second part and to its successors and assigns Forever, all that certain piece or parcel of land situate in the City of Owosso, County of Shiawassee and State of Michigan, known and described as follows:

A strip of land 25 feet in width off the N'ly side of Blocks 10, 11, 12, 13 and 14 of the plat of George T. Abrey's Woodlawn Park Addition to the City of Owosso, according to the recorded plat thereof, together with all of first party's interest in that part of vacated Cleveland (Abrey), Edgewater and Oakdale Avenues, and the vacated alleys within said blocks as are included within said 25-foot strip of land extended across said streets and alleys. Said 25-foot strip of land being measured at right angles to the N'ly line of the aforesaid blocks.

Subject to the right to construct and maintain streets over and across said land as reserved to Grantors in a deed running from Leigh H. Christian and Maud F. Christian, his wife, to Consumers Company dated January 10, 1950 and recorded January 28, 1950 in Liber 278 of Deeds, at page 128, Shiawassee County records.

Excepting and reserving to first party, its successors and assigns Porever the easement and right to erect and maintain guy wires on, over and across the land herein conveyed on a route as now located and constructed in a N'ly and S'ly direction approximately along the East line of Cleveland (Abrey) Avenue, extended N'ly.

With full right and authority to first party, its successors, licensees, lessees or assigns and its and their agents and employees to enter at all times upon said land for the purpose of patrolling constructing, repairing, removing, replacing, improving, enlarging and maintaining such guy wires.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises unto the said party of the second part and to its successors and assigns to the sole and only preper use, benefit and behoof of said party of the second part, its successors and assigns, Forever.

IN WITNESS WHEREOF, said party of the first part has caused this instrument to be executed in its corporate name and by its duly authorized officers as of the day and year first above written.

APVD AS TO FORM

| Bigmed, Sealed and Delivered<br>in the Presence of | CONSUMERS | POW | ER | COMPANY              | D.D.111.    |
|--|-----------|-----|----|----------------------|-------------|
| Frances S. Schafer                                 | By        |     |    | Schmidt              | WIR/JFB     |
| Frances S. Schafer                                 |           | W.  |    | Schmidt<br>nior Vice | e President |
|  | Attest:   |     |    | 1,20                 |             |
| Lucille M. Darling                                 |           | W.  | R. | Boris                | (SEAL)      |
| Lucille M. Darling                                 |           | W.  | R  | Boria                | Becretary   |

STATE OF MICHIGAN SS.

On this 23rd day of February 19 67 before me, a Notary Public in and for said County, personally appeared W. C. Schmidt to me personally known, who being by me duly sworn, did say that he is Schior Vice President of Consumers Power Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said W. C. Schmidt acknowledged said instrument to be the free act and deed of said corporation.

Stanley C. Kent
Stanley C. Kent
Notary Public, Jackson County, Michigan
My commission expires February 21, 1971

MAC

Z OF 2

THIS INDENTURE, made this 15th day of May, 19 67 between the CITY OF CWOSSO, a municipal corporation with offices in the City Hall, Owosso, Michigan, party of the first part, and CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan with its principal office therein at 212 West Michigan Avenue, Jackson, Michigan, party of the second part,

#### WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does, by these presents, grant, bargain, sell, remise, release and forever QUITCLAIM unto the said party of the second part, and to its successors and assigns, Forever, all that certain piece or parcel of land situated in the City of Owosso, County of Shiawassee and State of Michigan, known and described as follows:

> A strip of land 25 feet in width off the SW'ly side of a strip of land 91 feet in width off the NE'ly side of Blocks 12, 13 and 14 of the plat of George T. Abrey's Woodlawn Park Addition to the City of Owosso, according to the recorded plat thereof, also so much of vacated Oakdale Avenue, Edgewater Avenue and the vacated alleys within said Blocks 12, 13 and 14 as are included within said 25-foot strip of land extended across said streets and alleys. Said 25-foot and 91-foot measurements to be taken at right angles to the NE'ly line of said blocks.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises unto the said party of the second part and to its successors and assigns to the sole and only proper use, benefit and behoof of said party of the second part, its successors and assigns, Forever.

IN WITNESS WHEREOF, first party has caused this instrument to be executed by its duly authorized officers by authority of the Owosso City Council this 15th day of May , 1967 .

Bigned, Sealed and Delivered in the Presence of

Betty Byington

Lewis D. Benson

CITY OF OWOSSO

Clare W. Hathaway

STATE OF MICHIGAN
COUNTY OF Shiavassee

On this 15th day of May , 19 67, before me, a Notary Public of County, Michigan, acting in County, appeared W. P. Himburg and Clare W. Hathaway to me personally known, who being by me duly sworn, did each for himself say that he is the Mayor and Clerk, respectively, of the City of Owosso, Michigan, a municipal corporation, and that the scal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said W. P. Himburg and Clare W. Hathaway acknowledged the execution of said instrument to be their free act and deed, and the free act and deed of said corporation.

Levis D. Benson

Notary Public, Shinwassee County, Michigan

My commission expires \_\_\_\_12/15/70

PREFACTO BY B. E. HAGEN, CONSUMERS HOWER CO.

2 0 = 2

## UBER 384 PAGE 164

THIS INDENTURE, made this 2nd day of February , 1967, between TRI-MER CORPORATION, a Michigan corporation, 1424 North M-47 Highway, Owosso, Michigan, party of the first part, and CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan with its principal office therein at 212 West Michigan Avenue, Jackson, Michigan, party of the second part,

#### WITNESSETH:

c'ock A recorded in Vel.

G

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does, by these presents, grant, bargain, hereby confessed and acknowledged, does, by these presents, grant, bargain, sell, remise, release and forever QUITCLAIM unto the said party of the second part, and to its successors and assigns, Forever, all that certain piece or parcel of land, situated in the City of Owosso, County of Shiawassee and State of Michigan, known and described as follows:

A strip of land 25 feet in width off the SW'ly side of a strip of land 91 feet in width off the NE'ly side of Blocks 10 and 11 of the plat of George T. Abrey's Woodlawn Park Addition to the City of Owosso, according to the recorded plat thereof, also so much of vacated Cleveland (Abrey) Avenue and the vacated alleys within said Blocks 10 and 11 as are included within said 25-foot strip of land extended across said streets and alleys. Said 25-foot and 91-foot measurements to be taken at right angles to the NE'ly line of said blocks.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises unto the said party of the second part and to its successors and assigns to the sole and only proper use, benefit and behoof of said party of the second part, its successors and assigns, Forever.

IN WITNESS WHEREOF, said party of the first part has caused this instrument to be executed in its corporate name and by its duly authorized officers as of the day and year first above written.

| officers as of the day and year first   | spore with a source       |                         |
|---|---------------------------|-------------------------|
| Signed, Sealed and Delivered<br>in the Presence of  | TRI-MER CORPORATION       | Σ(α, ≅∃)<br>υ, η, μυσι. |
| Robert W. Richardson  | By Gustav H. Walgren      | President               |
| Jan D. Morwalk  | Attest:  Arnold P. Parker | Parke.                  |
| Line : Co., Mich. ss<br>Line : Co., Mich. ss<br>.cc ived in Report the 5th day<br>. Nov. A. 1967 at 10:41 |                           | 5.57.53.3               |

UBER 354 PAGE 165 STATE OF MICHIGAN 85. COUNTY OF KENT

On this 2nd day of February 1967, before me, a Notary Public of Kent County, Michigan, acting in Kent County, Propositive of the Market County, Michigan, acting in Kent County, Who being by me duly sworn, did say that he is President of TRI-MER CORPORATION, the corporation named in and which executed the within instrument and that the seal affixed to said instrument is the corporate scal of said corporation, and that said instrument was signed and scaled in behalf of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Gustav H. Walgren acknowledged said instrument to be the free act and deed of said corporation.

My commission expires Dane

PREPARED BY B. E. HAGEN, CONSUMERS POWER CO. 212 W. HICHIGAN AVENUE, JACKSON, MICHIGAN

2 of 2

₹ 66-191

Proper Sold

THIS INDENTURE, made this 23rd day of February , 1967, between CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan, and having its principal office therein at 212 West Michigan Avenue, Jackson, Michigan, as first party, and TRI-MER CORPORATION, a Michigan corporation having an office at 1424 North M-47 Highway, Owosso, Michigan, as second party,

#### WITNESSETH:

That first party, for and in consideration of the sum of One Bollar (\$1.00) and other valuable consideration to it in hand paid by second party, the receipt whereof is hereby confessed and acknowledged, does by these presents release and QUITCLAIM unto the said second party and to its successors and assigns, Forever, the easement and right to construct, maintain, repair and replace a six (6) inch sanitary sewer in, on, under, through and across those certain pieces or parcels of land in the City of Owosso, County of Sniawassee and State of Michigan, known and described as follows:

A strip of land 66 feet in width off the SW'ly side of a strip of land 91 feet in width off the NE'ly side of Block 10 of the plat of George T. Abrey's Woodlawn Park Addition to the City of Owosso, according to the recorded plat thereof. Said 66-foot and 91-foot measurements to be taken at right angles to the NE'ly line of said block.

Said sewer shall be constructed in, on, under, through and across said land on a route the center line of which is described as follows:

Beginning on the S'ly line of said land at a point 147 feet West (measured at right angles) from the East line of said plat, running thence North parallel with said East plat line to the N'ly line of said land.

Said sewer shall be buried not less than three (3) feet below the existing surface of said land, said distance being measured from the surface of said land to the top of said sewer.

This conveyance is executed by Consumers Power Company and accepted by Tri-Mer Corporation subject to the following conditions, anything in the specifications for said sewer to the contrary notwithstanding, to wit:

- 1. It is expressely understood that the above-described land was acquired by first party for public utility purposes and that this easement for sewer purposes is made subject to the unobstructed use thereof by first party for any purpose in connection with or growing out of the conduct of its business or the business of any affiliated company as a public utility, including, but not limited to the construction and maintenance of electric, telephone and gas lines as now or hereafter constructed over, upon, under and across said land. Second party shall erect no structures upon or above the surface of said land.
- 2. All excavations made by second party shall be properly protected and filled, and all backfill firmly compacted, and the premises of first party left by second party in as good condition as before second party entered thereon.
- 3. No work shall be done in connection with said sewer, either with the original construction or the maintenance thereof, which shall in any way affect or interrupt the continuity of service of first party, as provided by its said electric, telephone and gas lines, as now or hereafter located upon said premises or upon adjoining premises.
- 4. Any work done with machinery in connection with said sever, either with the original construction or maintenance thereof, which necessitates working



underneath or adjacent to first party's electric, telephone and gas lines, now or hereafter located on said premises or upon adjoining premises, shall be so restricted that no portion of said operating machinery shall be closer to first party's lines than twelve (12) feet.

- 5. Second party agrees that it will, at all times during the exercise of the rights and privileges hereby granted, assume all liability for and protect, indemnify and save first party, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees, for injury to or death of any person or persons, and loss or damage to the property of any person or persons whomsoever, including the parties hereto, their agents, contractors, subcontractors and employees, arising in connection with or as a direct or indirect result of the rights and privileges hereby granted, except loss or damage resulting from the negligence of first party, its agents, contractors, subcontractors and employees.
- None of the rights hereby reserved shall become lost by nonuser for any period of time.
- 7. The construction, improvement and maintenance of said sewer shall be at the entire cost and expense of second party, and first party shall incur no cost or expense whatsoever as a result of the construction, improvement and maintenance of said sewer.
- 8. This instrument is granted subject to any leases, easements or other interests in said land as heretofore may have been granted by first party or its predecessors in title, or such interests as may have been reserved by other parties in instruments granted to first party or its predecessors in title; and second party agrees to leave the land affected by said leases, easements or other interests in as good condition as before second party entered thereon.
- 9. After the construction of said sewer, if the easement and rights herein conveyed shall cease to be used by second party, its successors and assigns, for one (1) year for the purposes herein set forth, then in such event all right and interest hereby conveyed shall revert to first party, its successors and assigns.
- 10. The acceptance of this instrument shall be deemed an acceptance of the terms and conditions of this grant or release.
- 11. The benefits hereof shall accrue to and the obligations shall bind the successors and assigns of the respective parties.

IN WITNESS WHEREOF, said first party has caused this instrument to be executed in its corporate name and by its duly authorized officers as of the day and year first above written.

APVD AS TO FORM

B.E.H. CONSUMERS POWER COMPANY Signed, Scaled and Delivered in the Presence of WLR/JFB W. C. Schmidt Frances S. Schafer W. C. Schmidt Frances S. Schaler Senior Vice President Attest: W. R. Boris (SEAL) Lucille M. Darling W. R. Boris Lucille M. Darling Secretary

2 OF 3

STATE OF MICHIGAN SS.

On this 23rd day of February, 1967, before me, a Notary Public in and for said County, personally appeared W. C. Schmidt to me personally known, who being by me duly sworn, did say that he is Schior Vice President of Consumers Power Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said W. C. Schmidt acknowledged said instrument to be the free set and deed of said corporation.

Stanley C. Kent
Stanley C. Kent
Notary Public, Jackson County, Michigan
My commission expires February 21, 1971

3 of 3

dik

166 192

66-192 Birp. Jail

INDENTURE, made this 23rd day of February , 1967, between CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan, with its principal office therein at 212 West Michigan Avenue, Jackson, Michigan, as first party, and TRI-MER CORPORATION, a Michigan corporation having an office at 1424 North M-47 Highway, Owosso, Michigan, as second party,

#### WITNESSETH:

That the said first party for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by second party, the receipt whereof is hereby confessed and acknowledged, does by these presents release and QUITCLAIM unto the said second party and to its successors and assigns Forever, the easement and right of way for driveway and automobile parking purposes on, over, along and across that certain piece or parcel of land situate in the City of Owosso, County of Shiawassee and State of Michigan, known and described as follows, to wit:

A strip of land 66 feet in width off the SW'ly side of a strip of land 91 feet in width off the NE'ly side of Blocks 10 and 11 of the plat of George T. Abrey's Woodlawn Park Addition to the City of Owosso, according to the recorded plat thereof, also so much of vacated Cleveland (Abrey) Avenue and the vacated alleys within said Blocks 10 and 11 as are included within said 66-foot strip of land extended across said street and alleys. Said 66-foot and 91-foot measurements to be taken at right angles to the NE'ly line of said blocks.

This conveyance is made subject to the following express conditions, reservations and exceptions to wit:

- 1. It is expressly understood that the above-described land was acquired by first party for public utility purposes and that this easement is made subject to the unobstructed use thereof by first party for any purpose in connection with or growing out of the conduct of its business or the business of any affiliated company as a public utility, including, but not limited to the construction and maintenance of electric, telephone and gas lines as now or hereafter constructed over, upon, under and across said premises.
- 2. Second party hereby agrees to protect the guy stub anchor pole, guy wire and anchor now located upon said premises by the erection and maintenance of barricades or other suitable means of protection as may be required by the engineers of first party.
- 3. No work shall be done in connection with the exercise of this easement which shall in any way affect or interrupt the continuity of service of first party as now or hereafter provided by said electric, telephone or gas lines.
- 4. Second party may, in the exercise of the rights herein granted, cross said land with one or more driveways and may park automobiles at any location on said land. Second party may surface said land with so-called blacktop surfacing material; provided however that first party may, at any time and from time to time, break into said surface for the purpose of constructing, repairing, maintaining and removing its gas lines or other facilaties now or hereafter constructed on said land. First party agrees to replace any such surfacing material removed or destroyed by it. Second party may landscape said property, provided that no trees, shrubs or other vegetation shall be permitted to grow within fifteen (15) feet of first party's electric lines on said land, and first party may trim, remove or destroy all

trees or shrubs growing within fifteen (15) feet of its electric lines and all trees and shrubs or other vegetation which shall, in the opinion of first party, interfere or threaten to interfere with first party's facilities on said land. Second party shall place no automobiles, machinery, equipment or any other thing within fifteen (15) feet of first party's electric lines. Second party shall erect no building or other structure on said land.

- 5. Any work done with machinery on the land herein described which necessitates working underneath or adjacent to first party's electric, telephone or gas lines now or hereafter located on said premises or upon adjoining premises shall be so restricted that no portion of said operating machinery shall be closer to first party's lines than fifteen (15) feet.
- 6. Becond party agrees that it will, at all times during the exercise of the rights and privileges hereby granted, assume all liability for and protect, indemnify and save said first party, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees for injuries to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors and employees, arising in connection with or as a direct or indirect result of the rights and privileges hereby granted, except loss or damage resulting from the negligence of first party, its agents, contractors, subcontractors and employees.
- 7. The use and occupancy of the land herein described in the exercise of the easements and rights herein granted shall be at the sole cost and expense of second party, and first party shall incur no cost or expense whatsoever as a result thereof.
- 8. None of the rights hereby reserved shall in any way become lost by nonuse for any period of time.
- 9. If the easement and rights herein conveyed shall cease to be used by second party, its successors and assigns, for one (1) year for the purpose hereinabove set forth, then in such event all right and interest hereby conveyed shall revert to first party, its successors and assigns.
- 10. It is further agreed that the benefits hereof shall accrue to and the obligations shall bind the successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said first party has caused this instrument to be executed in its corporate name and by its duly authorized officers as of the day and year first above written.

APVD AS TO FORM B.E.H.

Signed, Sealed and Delivered in the Presence of CONSUMERS POWER COMPANY

| Frances S. Schafer | By W. C. Schmidt        | WLR/JFB        |
|--------------------|-------------------------|----------------|
| Frances S. Schaler | W. C. Schmidt<br>Senior | Vice President |
|                    | Attest:                 |                |
| Lucille M. Darlin  | W. R. Boris             | (SEAL)         |
| Lucille M. Darling | W. R. Boris             | Secretary      |

2 of 3

COUNTY OF JACKSON SS.

on this 23rd day of February 1967, before me, a Notary Public in and for said County, personally appeared W. C. Schmidt to me personally known, who being by me duly sworn, did say that he is Schior Vice President of Consumers Power Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said W. C. Schmidt acknowledged said instrument to be the free act and deed of said corporation.

Stanley C. Kent
Stanley C. Kent
Notary Public, Jackson County, Michigan
My commission expires February 21, 1971

3 0 3



765.233

## UBER 350 PAUL 582

KNOW ALL MEN BY THESE PRESENTS, that Pirst National City Bank, 55 Wall Street, New York, New York 10015, (successor by merger to First National City Trust Company, formerly City Bank Farmers Trust Company), a National Banking Association organized and existing under the laws of the United States, having its head office in the Borough of Manhattan, City and State of New York, as Trustee, under a certain Indenture of Consumers Power Company, 212 West Michigan Avenue, Jackson, Michigan, said Indenture dated as of September 1, 1945, as amended and supplemented, which Indenture is filed and recorded in the offices of the Registers of Deeds of various counties in the State of Michigan, including the office of the Register of Deeds of Shiawassee County, wherein it is recorded in Liber 220 of Mortgages on page 5 and following, at the request of said Consumers Power Company and for good and valuable consideration does hereby release and discharge from the lien and operation of said Indenture, as amended and supplemented, the following described property:

All that certain piece or parcel of land situate in the City of Owosso, County of Shiawassee and State of Michigan, known and described as follows:

A strip of land 25 feet in width off the N'ly side of Blocks 10, 11, 12, 13 and 14 of the plat of George T. Abrey's Woodlawn Park Addition to the City of Owosso, according to the recorded plat thereof, together with all of Consumers Power Company's interest in that part of vacated Cleveland (Abrey), Edgewater and Oakdale Avenues, and the vacated alleys within said blocks as are included within said 25-foot strip of land extended across said streets and alleys. Said 25-foot strip of land being measured at right angles to the N'ly line of the aforesaid blocks.

Subject to the right to construct and maintain streets over and across said land as reserved to Leigh H. Christian and Maud F. Christian, his wife, in a deed running to Consumers Power Company dated January 10, 1950 and recorded January 28, 1950 in Liber 278 of Deeds, at page 128, Shiawassee County records.

Excepting and reserving, however, from the foregoing and from the operation of this release, the easement and right specifically reserved to Consumers Power Company, its successors and assigns, Forever, to erect and maintain guy wires on, over and across the land herein described on a route as now located and constructed in a N'ly and S'ly direction approximately along the East line of Cleveland (Abrey) Avenue, extended N'ly.

PROVIDED, however, that nothing herein contained shall in any way affect, alter or diminish the lien or encumbrance of the said Indenture on the remaining parts of the properties, premises and franchises covered by it or the remedies given by it against the said Consumers Power Company, its successors and assigns, as security for the conds issued thereunder and the performance of the acts secured thereby.

IN WITNESS WHEREOF, First National City Bank, as Trustee, as aforesaid, has caused its corporate name to be signed hereto and its corporate

2



#### UPSR 350 MAGE 583

seal to be affixed by its duly authorized officers this 29 day of suplember, 1967.

Signed, Sealed, Acknowledged and Delivered in our Presence

Ja ST. J. MACEN

a A OLIVE

PIRST NATIONAL CITY BANK, as Trustee, as aforesaid

By F. Fitt

Trust Officer

Attest:

Assistant Trust Officer Joseph L. Sulinski Sashisa

STATE OF NEW YORK SE.

On this 29 th day of Space 1967, before me personally came said F. PITT to me personally known, who being by me duly sworn said that he resides at

that he is a Trust Officer of First National City Bank, the corporation described in and which executed the foregoing instrument as Trustee as therein set forth; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of the said corporation, as such Trustee by authority of its Board of Directors; and that he signed his name thereto by like authority; and the said acknowledged the said instrument to be the free act and deed of the said corporation, as such Trustee.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal, the day and year aforesaid.

JOHN L. GRIMMELBEIN Notary Public State of New York 1th 30-6-75350 Outsided in News County Certificus ther to New York County Jeon Lapates March 30, 1968

PREPARED BY D. R. ROOD, CONSUMERS POWER CO.