

- 6:00 p.m. Call to Order.
- Moment of Silence.
- Pledge of Allegiance.
- Roll Call.
- Proclamations:
- Petitions and Statements of Citizens (3 mins. per speaker).
- A. Consent Agenda:
1. Approve the City Council Meeting Minutes of the:
 - a. Regular Meeting of July 21, 2026
 2. Approve the Accounts Payable Register of August 11, 2026, as presented.
 3. Approve the purchase of 0.029 acres of 9718 Portage Road and 0.023 acres of 9735 Portage Road for a multi-use trail along Portage Road in the amount of \$10,919 and authorize the Acting City Manager to execute all documents related to this action on behalf of the city.
 4. Authorize the third phase of construction consisting of nine houses within the Stanwood Crossings Workforce Housing project at 9617 Portage Road, and authorize the Acting City Manager or designee to enter into construction agreements for each house.
 5. Accept the application for an industrial facilities tax abatement from Depatie Fluid Power Company for shared property located at 5960 S. Sprinkle Road, Suite 1, under the existing Industrial Development District 97, and set a public hearing on the Industrial Facilities Exemption Certificate for August 25, 2026.
 6. Accept the application for an industrial facilities tax abatement from Milham Corners LLC for shared property located at 5960 S. Sprinkle Road, Suite 2, under existing Industrial Development District 97, and set a public hearing on the Industrial Facilities Exemption Certificate for August 25, 2026.
 7. Authorize the demolition of 9303 Portage Road for the reconstruction of Portage Road.
 8. Approve a Special License Liquor Permit in the form of a Certified Council Resolution for the Portage Parks Poker Pedal (P3), and authorize the Acting City Manager to execute all documents related to this action on behalf of the city.
 9. Designate Councilmember Jihan Young as the Voting Representative and Councilmember Nicole Miller as the Alternate for the City of Portage at the Annual Meeting of the Michigan Municipal League to be held on October 7th in Traverse City, Michigan.
 10. Set a special meeting on Tuesday, August 25, 2026, at 12:30 PM for interviews of City Manager finalist candidates in City Council Chambers.
 11. Minutes of Boards & Commissions.
 12. Materials Transmitted.
 13. Calendar of Meetings:
 - Environmental Board: Wednesday, August 12 at 7:00 p.m. in Conference Room 1 at Portage City Hall.
 - Senior Citizens Advisory Board: ~~Wednesday, August 19 at 2:30 p.m. in Conference Room 1 at Portage City Hall~~ CANCELED
 - City Council: Special Meeting: Wednesday, August 19 at 3:00 p.m. in Conference Room 1 at Portage City Hall.

- Planning Commission: Thursday, August 20 at 7:00 p.m. in the Council Chambers at Portage City Hall.

B. Communications:

C. Public Hearings:

1. Subsequent to the Public Hearing, consider approving the Rezoning Amendment #26/27-1 to amend the Code of Ordinances of the City of Portage, Michigan, Article 4 - Zoning of Chapter 42 and Chapter 44 by adopting a zoning map amendment to effectuate a city-wide rezoning as more specifically described in Ordinance O-4-2026.

D. Regular Business Agenda:

E. Unfinished Business:

F. Council Committee Reports:

G. New Business:

H. Statements of City Council and City Manager.

Adjournment.

ADDITIONAL INFORMATION

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Portage City Council meetings are held twice a month on Tuesdays at 6:00 PM in City Council Chambers at Portage City Hall (7900 South Westnedge Avenue). Meetings are broadcast live on cable television on Spectrum channel 995, AT&T channel 99, and the Portage Cable Access Live Stream (<https://portagemi.cablecast.tv/CablecastPublicSite/?site=1>).

Questions regarding agenda items may be answered prior to the meeting by contacting the City Manager's Office at (269) 329-4400 or via e-mail at CityManager@portagemi.gov. Persons who wish to contact members of the City Council prior to the meeting to provide input about items on the meeting agenda may do so via email – each Councilmember's email can be found on this website: www.portagemi.gov/487/City-Council.

Agendas for the regular meetings of the Portage City Council are available on the Internet at: www.portagemi.gov. You may also use the QR Code below to access agendas and agenda packets.



QR Code to Access the Agenda & Agenda Packet

Use the camera on your phone or mobile device to scan the QR Code and then follow the instructions that appear on your screen.

The link will take you to <https://portagemi.portal.civicclerk.com/> where you can view the meeting agendas and agenda packets.

The process for each Portage City Council meeting is guided by the *Rules of Order and Procedure for the City Council*, which can also be found online on the Mayor and City Council webpage under "Related Documents" www.portagemi.gov/487/City-Council.

There is one opportunity for public comments during meetings. Each comment is limited to three minutes. In-person comments can be made during this opportunity. To make a comment remotely during the meeting, dial (844) 875-7777 and use access code 7577015. Then press *6 to enter the queue.

The Americans with Disabilities Act (the "ADA") requires public bodies to afford an individual with a disability a reasonable accommodation to participate in meetings subject to the Michigan Open Meetings Act. Please contact the Office of the City Clerk regarding accommodations at (269) 329-4511 or via e-mail at cityclerk@portagemi.gov.

CITY COUNCIL MEETING MINUTES FROM JULY 21, 2026

Mayor Patricia Randall called the Regular Meeting to order at 06:00 PM in the Council Chambers at Portage City Hall.

ROLL CALL: Councilmembers Chris Burns, Victor Ledbetter, Nicole Miller, Kathleen Olmsted, Jihan Young, Mayor Pro Tem Jim Pearson, and Mayor Patricia Randall were present.

ABSENT: None.

ALSO PRESENT: Acting City Manager Adam Herringa, Chief Development Officer Peter Dame, City Attorney Catherine Kaufman, and City Clerk Erica Eklov.

At the request of Mayor Randall, the audience observed a moment of silence to reflect on working together for a welcoming community. Following the moment of silence, the City Council recited the Pledge of Allegiance.

PETITIONS AND STATEMENTS OF CITIZENS:

1. Shona Espinoza (resident of Kalamazoo) noted her employment as a paraprofessional in the Portage Public Schools. She stated her efforts to pass the Education Support Professionals (ESP) Bill of Rights. She encouraged the Council to support the bill and asked for them to endorse it individually.
2. Logan Dowell (3440 Davcliff Avenue) spoke regarding changes made to the Endangered Species Act legislation at the federal government level. He expressed concerns regarding recent and future changes to the Act.
3. Howard Martin (6007 Marlow Street) relayed concerns over a communication he had received from the city regarding trees planted near his home.
4. Terry Tessari (6047 Marlow Street) spoke in support of his neighbor, Mr. Martin, noting that while the issues had been resolved, he found the city's communication disconcerting. He also questioned the methods used to determine which trees needed to be trimmed.
5. Konnie Jackson (10386 Schrier Lane) spoke regarding secure parking for first responders and veterans. She highlighted issues regarding her former residence at the Selinon Park apartment complex and the apartment management.
6. Jack Gesmundo (4200 West Centre Avenue) spoke on behalf of American Village Builders (AVB). He provided updates on various residential construction projects within the city, including Stanwood Crossings and McConley Cove. Mr. Gesmundo also praised the city for its efforts addressing the national housing shortage.
7. Cheryl May (4204 Fireside Avenue) noted an email she provided the Council regarding the proposal for the Firestone Site Condominium plan on the Consent Agenda. She expressed concern regarding the potential traffic with having Fireside Avenue be the sole access road.
8. Al Barette (4324 Fireside Avenue) supported the comments and concerns expressed by Ms. May. He noted the sale of a city easement and questioned potential options with the sale.
9. Sheryl Anderson (4216 Fireside Avenue) echoed Ms. May's comments and concerns. She urged an additional access point to ensure the proposal is a successful development.
10. Patty Sparks (4208 Fireside Avenue) stated her concerns with potential traffic issues and safe access for the last few homes on Fireside Avenue.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if any would like an item removed from the Consent Agenda. Councilmember Burns removed Item A.4 (Firestone Condo Plan), and Councilmember Young removed Item A.5 (Charitable Gaming License). Motion by Councilmember Olmsted, seconded by Councilmember Burns, to approve the Consent Agenda as amended. Upon a roll call vote, motion carried 7 to 0.

Approval of Minutes: Motion by Councilmember Olmsted, seconded by Councilmember Burns, to approve the City Council Meeting Minutes of the Regular Meeting of July 7, 2026. Upon a roll call vote, motion carried 7 to 0.

Accounts Payable Register: Motion by Councilmember Olmsted, seconded by Councilmember Burns, to approve the Accounts Payable Register of July 21, 2026, as presented. Upon a roll call vote, motion carried 7 to 0.

Ice Control Salt Purchase - Cooperative Purchase: Motion by Councilmember Olmsted, seconded by Councilmember Burns, to award a contract to Detroit Salt for the early delivery of 2,500 tons of ice control salt at \$73.68 per ton, totaling \$184,200.00; and for seasonal back-up of 1,200 tons at \$76.21 per ton, totaling \$91,452.00, to be supplied on an as-needed basis, and authorize the City Manager to execute all related documents on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

Rezoning #26/27-1 for Chapters 42 and 44 to effectuate a city-wide rezoning map: Motion by Councilmember Olmsted, seconded by Councilmember Burns, to receive Rezoning Amendment #26/27-1 to amend the Code of Ordinances of the City of Portage, Michigan, Article 4 - Zoning of Chapter 42 and Chapter 44 by adopting a zoning map amendment to effectuate a city-wide rezoning as more specifically described in Ordinance O-4-2026, and to establish Public Hearing on August 11, 2026. Upon a roll call vote, motion carried 7 to 0.

Minutes of Boards & Commissions: Motion by Councilmember Olmsted, seconded by Councilmember Burns, to receive the minutes of the Historic District Commission. Upon a roll call vote, motion carried 7 to 0.

Calendar of Meetings: Motion by Councilmember Olmsted, seconded by Councilmember Burns, to receive the Calendar of Meetings as presented. Upon a roll call vote, motion carried 7 to 0.

REGULAR BUSINESS AGENDA:

Approve Preliminary Condo Plan for Firestone Site Condominiums (4221 Zylman Avenue): Councilmember Burns noted the neighboring residents present and his desire to review the development, as well as the City Administration's rationale regarding the recommendation of a single access road. Acting City Manager Herringa summarized the proposal.

Chief Development Officer (CDO) Dame then reviewed the development's zoning standards. He noted that the location is currently the largest undeveloped area for potential residential development, as well as the last remaining working farm in the city. CDO Dame relayed the zoning always planned for future residential development in the location, with the original subdivision outlet as a means of future access. He stated that the proposed development meets all city standards and zoning requirements, with the Fire Division requesting an additional emergency access point. CDO Dame also stated that a traffic study was not warranted with the development matching the Master Plan and being currently surrounded by farmland.

Discussion followed, regarding the emergency access road, sidewalk provisions, mandating a public second access road, and zoning code requirements. Attorney Kaufman confirmed that the city could not legally require additional public roads as a condition of approval of since the plan met all

requirements, and CDO Dame cited various city developments with similar access models. Mayor Randall inquired about the parcel's Zylman Avenue address and the PASER rating of Fireside Avenue. CDO Dame responded that the Zylman address would be updated and highlighted the city's existing plans to re-pave Fireside Avenue, which is rated 2 out of 10 on the PASER scale. Mayor Randall next asked about stormwater management. CDO Dame noted the city's requirement to manage stormwater within the confines of the existing parcel, highlighting the development's proposed stormwater basin, and compliance with state standards.

Motion by Councilmember Burns, seconded by Councilmember Young, to approve the Preliminary Condo Plan for Firestone Site Condominiums at 4221 Zylman Avenue. Upon a roll call vote, motion carried 7 to 0.

Resolution for Charitable Gaming License - Shakespeare in Kalamazoo: Councilmember Young wanted to ensure clarity for the public regarding the nature of the organization. Applicant Patrick Poole spoke regarding the organization, which is Portage-based and aims to bring Shakespearean education to Kalamazoo County. Councilmember Olmsted inquired about the fundraiser occurring in Ypsilanti. Mr. Poole explained the group's efforts to raise scholarships for traveling artists. Councilmember Ledbetter asked about any relation to Shakespeare's Pub. Mr. Poole responded there was no relation. Councilmember Miller asked if the group had connected with another theatre company, the newly established Echo Point. Mr. Poole highlighted the collaborations already going on with local theaters in Kalamazoo.

Motion by Councilmember Young, seconded by Councilmember Miller, to adopt the Resolution for Charitable Gaming License recognizing Shakespeare in Kalamazoo as a nonprofit organization in the City of Portage. Upon a roll call vote, motion carried 7 to 0.

Closed Session - Review of City Manager Candidates: Motion by Councilmember Young, seconded by Councilmember Miller, to enter closed session after Statements of City Council and City Manager of the July 21, 2026 regular meeting pursuant to the Michigan Open Meetings Act MCL 15.268 Section 8 (f), to review and consider the contents of applicants for the position of Portage City Manager who have requested confidentiality. Upon a roll call vote, motion carried 7 to 0.

UNFINISHED BUSINESS:

Revision to Purchasing Ordinance: ACM Herringa noted the basic nature of the corrective amendment, which provided the City Manager with the authority to designate someone for purchases less than \$6,000. Motion by Councilmember Burns, seconded by Councilmember Young, to adopt the amendment to Division 2, Article 5 "Purchases and Sales" in the City of Portage Code of Ordinances. Upon a roll call vote, motion carried 7 to 0.

COUNCIL COMMITTEE REPORTS: None.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Olmsted had no comment.

Councilmember Ledbetter advised that Early Voting begins this Saturday and to check your voter registration.

Councilmember Miller explained the rationale for moving the closed session to the end of the meeting. She then thanked the neighbors on Fireside Avenue for bringing forward their concerns with a second access point. She expressed hope for the future as the development matures and relates to future surrounding developments to create that additional access.

Councilmember Young encouraged citizens to vote in the upcoming August State Primary and thanked those who staff the elections. She then highlighted citizen concerns regarding public communications and asked the Acting City Manager to review communications to ensure quality, customer service, and clarity.

Councilmember Burns also thanked the neighbors on Fireside Avenue, noting the proposal before the Council met all conditions of the current city requirements. He highlighted the traffic study and spoke regarding advocacy and future goal sessions when to conduct such studies.

Acting City Manager Herringa had no comment.

Mayor Pro Tem Pearson had no comment.

Mayor Randall noted her attendance at the Department of Public Safety recognition ceremony alongside Councilmember Olmsted. She then highlighted the upcoming Centenarian luncheon at the Portage Zhang Senior Center, as well as the last Summer Entertainment Series concert this week. Mayor Randall closed by thanking the residents of Fireside Avenue for attending the meeting.

Exited at 7:17 PM for closed session.

Resumed open session at 9:12 PM.

Action from Closed Session: Motion by Councilmember Young, seconded by Councilmember Burns, to set a special meeting on Wednesday, August 19, 2026, from 3:00 PM to 9:00 PM to interview City Manager candidates and to select City Manager candidates 37, 43, 46, and 49 to be invited in City Council Chambers. Upon a roll call vote, motion passed 7 to 0.

ADJOURNMENT: Mayor Randall adjourned the meeting at 9:13 PM.

Erica L. Eklov, City Clerk

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Approve the Accounts Payable Register of August 11, 2026, as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register, which includes automated clearing house payments, paper checks, auto-pay payments, and electronic payments. The attached Accounts Payable Register covers the period July 12, 2026, through August 1, 2026, and notes \$2,557,274.29 in automated clearing house payments, \$1,403,026.04 in paper checks, \$223,035.17 in autopay payments and \$3,840,833.35 in electronic payments, for a grand total of \$8,024,168.85.

FUNDING: Not Applicable

Attachments: 1. Accounts Payable Register of August 11, 2026

ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/12/2026 to 8/01/2026

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Check Date	Check	Vendor Name	Description	Amount
Check Type: ACH Transaction				
07/17/2026	27176(A)	A BETTER WAY TREE CARE LLC	TREE REMOVAL SERVICES	23,850.00
07/17/2026	27177(A)	A I S CONSTRUCTION EQUIP. CO.	BELTS FOR GODWIN PUMP	199.75
07/17/2026	27178(A)	A-1 REFRIGERATION SALES & SERV	REPLACE CHECK VALVE IN BACKFLOW	759.04
07/17/2026	27179(A)	ABONMARCHE CONSULTANTS, INC	ENGINEERING SVCS - MULT LOCS	6,775.00
07/17/2026	27180(A)	ADP, INC.	PAYROLL & ETIME SVCS, WORKFORCE NOW	8,412.99
07/17/2026	27181(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	2,346.08
07/17/2026	27182(A)	AMAZON.COM SALES, INC.	UNIFORMS & OP SUP-FD; SHREDDER-TREASURY	2,520.30
07/17/2026	27183(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	1,768.00
07/17/2026	27184(A)	ASCENSION BORGESS HOSPITAL	PHYSICAL EXAM	98.00
07/17/2026	27185(A)	AVI SYSTEMS, INC.	REMOUNT CHAMBERS CAMERAS, SPEAKERS	3,030.00
07/17/2026	27186(A)	BARRETT, KIMBERLY	PZSC ART INSTRUCTOR	390.00
07/17/2026	27187(A)	BATTERIES PLUS	MISC BATTERIES	798.12
07/17/2026	27188(A)	BELSON OUTDOORS, LLC	TRASH CANS FOR FARMER'S MARKET	2,497.31
07/17/2026	27189(A)	BENNETT, THOMAS L	SNAP REIMBURSEMENT	24.00
07/17/2026	27190(A)	BLUE CARE NETWORK-GREAT LAKES	HEALTH INSURANCE	239,444.45
07/17/2026	27191(A)	BOUND TREE MEDICAL LLC	FIRE TRAINING	19,817.97
07/17/2026	27192(A)	CARLETON EQUIPMENT CO.	REPAIR & MAINTENANCE SUPPLIES	1,458.66
07/17/2026	27193(A)	CHEESE PEOPLE OF GRAND RAPIDS	SNAP REIMBURSEMENT	11.00
07/17/2026	27194(A)	CLARK LOGIC EARTHWORKS, LLC	LANDSCAPE BED MAINTENANCE	9,945.00
07/17/2026	27195(A)	CLARKE, CHERYL	SNAP REIMBURSEMENT	19.00
07/17/2026	27196(A)	COLTER, KEVIN	CDBG-REPL HVAC/AC - MULT LOCS	15,775.00
07/17/2026	27197(A)	COMPLETE TEAM OUTFITTER, INC.	INSPECTORS APPAREL	841.00
07/17/2026	27198(A)	CORMIER, STEVEN PAUL	PZSC MEN'S SELF DEFENSE INSTRUCTOR	50.00
07/17/2026	27199(A)	COX, ELISA ROSE	PZSC FITNESS INSTRUCTOR	510.00
07/17/2026	27200(A)	CUTSHAW, JESSICA LYNN	PER DIEM-FIELD TRAINING OFFICER SEM-BASIC	374.00
07/17/2026	27201(A)	D & D PRINTING CO.	PRINTING SERVICES	500.00
07/17/2026	27202(A)	DATALINK NETWORKS. INC.	MS365 RENEWAL	7,193.29
07/17/2026	27203(A)	DEARBORN LIFE INSURANCE COMPANY	LIFE LTD & STD INSURANCE	13,003.58
07/17/2026	27204(A)	DEPATIE FLUID POWER COMPANY	REPAIR & MAINTENANCE SUPPLIES	16.94
07/17/2026	27205(A)	DIVE RESCUE INTERNATIONAL INC	FIRE OPERATING SUPPLIES	777.74
07/17/2026	27206(A)	DOSTER, KYLE	PER DIEM-SUPERVISION/MGMT FIELD TR OFC PR	238.00
07/17/2026	27207(A)	EARLE, SHELIA L	PZSC FITNESS INSTRUCTOR CHAIR YOGA, BARRE	650.00
07/17/2026	27208(A)	EMERGENCY VEHICLE PRODUCTS, INC	POLICE/FIRE VEHICLE REPAIR & MAINT	6,730.15

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Check Date	Check	Vendor Name	Description	Amount
07/17/2026	27209(A)	ENGINEERED PROTECTION SYSTEMS, INC.	VEH GATE FOBS, SERVICE CALLS	1,354.42
07/17/2026	27210(A)	ETNA SUPPLY, INC.	WATER HEATER REPAIR	66.50
07/17/2026	27211(A)	FISHBECK THOMPSON CARR & HUBER, INC	PROFESSIONAL SERVICES - MULT LOCS	2,730.00
07/17/2026	27212(A)	FISHER, LACEY	PER DIEM-FIELD TRAINING OFFICER SEM BASIC	374.00
07/17/2026	27213(A)	GENUINE PARTS COMPANY INC	REPAIR & MAINTENANCE SUPPLIES	1,613.78
07/17/2026	27214(A)	VOID		0.00
07/17/2026	27215(A)	GRAHAM, WILLIAM	REIMB-FIRST DUE ANNUAL USERS CONF REG	1,169.81
07/17/2026	27216(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SERVICES	261.00
07/17/2026	27217(A)	HERTZ, SHANNON	REIMB MILEAGE PORTION OF JURY SERVICE	38.40
07/17/2026	27218(A)	INDUSCO SUPPLY CO., INC.	CITYWIDE FACILITY JANITORIAL SUPPLIES	2,350.46
07/17/2026	27219(A)	INTEGRAL PARTNERS LLC	LOCAL STREETS ENGINEERING SERVICES	2,866.25
07/17/2026	27220(A)	J & H OIL COMPANY	FUEL PURCHASES	24.96
07/17/2026	27221(A)	J & J LAWN SERVICE, INC.	UTILITY MOWING, TRIMMING & WEED CONTROL	16,805.80
07/17/2026	27222(A)	KAHN, WILMA	PZSC WRITING INSTRUCTOR	319.00
07/17/2026	27223(A)	KALAMAZOO AREA TRANSPORTATION STUDY	TRAFFIC TECH SERVICES	6,910.00
07/17/2026	27224(A)	KALAMAZOO LANDSCAPE SUPPLIES	LAWN RESTORE - MAJORS AND LOCALS	453.75
07/17/2026	27225(A)	KEHOE, EDWARD J	PZSC TAI CHI & QIGONG INSTRUCTOR	355.00
07/17/2026	27226(A)	KENNEDY INDUSTRIES, INC.	FLEETWOOD LIFT STATION - PUMP REPLACE	26,730.00
07/17/2026	27227(A)	KENT COUNTY DPW	WASTE DISPOSAL RED MED/DRUG	90.00
07/17/2026	27228(A)	KONICA MINOLTA BUSINESS SOLUTIONS	PRINTER MAINT AGREEMENT - MULTIPLE	2,170.63
07/17/2026	27229(A)	KSS ENTERPRISES	KAIVAC KV1250 TILE CLEANER	4,432.03
07/17/2026	27230(A)	KURZAVA, MATTHEW STEPHEN	PZSC TAI CHI INSTRUCTOR	1,235.00
07/17/2026	27231(A)	LAWSON PRODUCTS, INC	REPAIR & MAINTENANCE SUPPLIES	489.04
07/17/2026	27232(A)	LOCALITY MEDIA, INC.	FIRST DUE ANNUAL USERS CONFERENCE REG	998.00
07/17/2026	27233(A)	LOWE'S HOME CENTER	FLOOR TRANSITION STRIPS	19.93
07/17/2026	27234(A)	MACQUEEN EQUIPMENT, LLC	FIRE OPS TECH RESCUE MATERIALS	5,002.60
07/17/2026	27235(A)	MAPLE HILL SPRINKLING, INC.	IRRIGATION REPAIRS-MULT LOCS	2,237.00
07/17/2026	27236(A)	MCDONALD'S TOWING & RESCUE, INC.	FIRE EMERGENCY OPERATIONS	313.00
07/17/2026	27237(A)	MEJEUR ELECTRIC LLC	ELECTRICAL SERVICES - MULT LOCS	5,456.00
07/17/2026	27238(A)	METRONET HOLDINGS LLC	INTERNET FIBER & CABLE SERVICES	1,899.00
07/17/2026	27239(A)	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR & MAINT	3,915.44
07/17/2026	27240(A)	MICHIGAN OFFICE EQUIPMENT INC	UPDATED WORKSTATIONS	5,956.56
07/17/2026	27241(A)	MICHIGAN PAVING & MATERIALS CO.	LOCAL STREETS - AMBERLY PHASE 2 RECONST	342,297.62
07/17/2026	27242(A)	MY GREEN MICHIGAN	MGM FOOD WASTE COMPOST SVC AGREEMENT	2,558.00

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07/17/2026	27243(A)	NYE UNIFORM CO	MISC UNIFORMS-POLICE/FIRE	2,963.97
07/17/2026	27244(A)	O'BOYLE-COLWELL-BLALOCK & AS.	CONSULTING SERVICES - MULT LOCS	9,653.92
07/17/2026	27245(A)	OFF THE CUFF CATERING	PZSC CARS & COCKTAIL SHOW CATERING	1,675.00
07/17/2026	27246(A)	OFFICE DEPOT, INC.	OFFICE SUPPLIES	739.72
07/17/2026	27247(A)	ONSTAFF GROUP SERVICES LLC	TEMPORARY EMPLOYEE SERVICES	9,380.91
07/17/2026	27248(A)	OPENGOV, INC	ANNUAL RENEWAL	42,542.70
07/17/2026	27249(A)	PA STINGER PRESS LLC	PZSC JULY/AUGUST 26 NEWSLETTER	8,135.71
07/17/2026	27250(A)	PARIS CLEANERS	LAUNDRY SERVICES	32.70
07/17/2026	27251(A)	PEARSON, GERALD	PARK FACILITY CLEANING	8,100.00
07/17/2026	27252(A)	PEERLESS-MIDWEST, INC.	ROLLING HILL WELL- PUMP REHAB & OVERHAUL	23,484.71
07/17/2026	27253(A)	PERCEPTIVE CONTROLS, INC.	WATER TREATMENT PLANT-REPL FLOW METER	3,671.39
07/17/2026	27254(A)	PLASKO, PATRICIA MARIE	PZSC FITNESS INSTRUCTOR BE MOVED, YOGA	690.00
07/17/2026	27255(A)	PLAYFORD, LOUIE	REIMB FOR MOTOR OIL	39.96
07/17/2026	27256(A)	PRECISION PRINTER SERVICES INC	CLERK'S OFFICE PRINTER	8,697.00
07/17/2026	27257(A)	PRINTING SERVICES INC	PRINTING SERVICES	927.00
07/17/2026	27258(A)	Q3 TECHNOLOGIES LLC	MISS DIG SERVICES - MULT LOCS	240.75
07/17/2026	27259(A)	RATHCO SAFETY SUPPLY, INC.	ROAD SIGNS MAJORS	2,014.70
07/17/2026	27260(A)	REED, BRENT LESLIE	NEW GATE & INSTALLATION-MULT LOCS	7,107.22
07/17/2026	27261(A)	REPUBLIC SERVICES OF WEST MICHIGAN	WASTE SERVICES FOR FIRE	204.49
07/17/2026	27262(A)	RIETH-RILEY CONSTRUCTION CO., INC	S WESTNEDGE AVE & ANGLING RD RECONST PRJS	509,497.62
07/17/2026	27263(A)	ROAD EQUIPMENT PARTS CENTER	REPAIR & MAINTENANCE SUPPLIES	9.42
07/17/2026	27264(A)	ROE-COMM, INC.	MISC RADIO SERVICES	780.00
07/17/2026	27265(A)	SAFEBUILT MICHIGAN, LLC	SAFEBUILT INSPECTIONS FILL IN	33,212.20
07/17/2026	27266(A)	SARKOZY BAKERY LLC	SNAP REIMBURSEMENT	56.00
07/17/2026	27267(A)	SCHULTZ, KYLIE	PZSC BARRE INSTRUCTOR	120.00
07/17/2026	27268(A)	SEVERANCE ELECTRIC COMPANY, INC	MISS DIG SERVICES	1,593.75
07/17/2026	27269(A)	SHAMBAUGH & SON, LP	COMPRESSOR & REGULATOR REPAIRS	7,428.00
07/17/2026	27270(A)	SHINY BRITE WASHING SYSTEMS LLC	CAR WASH SERVICES	100.00
07/17/2026	27271(A)	SMART SOURCE, LLC	CITY OF PORTAGE LAPEL PINS	278.54
07/17/2026	27272(A)	SMITH GARSON, INC.	FEDERAL ADVOCACY SERVICES	5,000.00
07/17/2026	27273(A)	STOUT, MELISSA	PZSC FITNESS INSTRUCTOR BARRE & CHAIR YOGA	300.00
07/17/2026	27274(A)	SWIER, CHRISTOPHER	PER DIEM: ADV SEARCH & SEIZURE, TRAFFIC STOPS	190.00
07/17/2026	27275(A)	TERRYBERRY COMPANY LLC	LAPEL PINS	1,874.31
07/17/2026	27276(A)	TINY GIANT FARM LLC	SNAP REIMBURSEMENT	8.00

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07/17/2026	27277(A)	TMK WORLDWIDE, LLC	METER SERVICE	1,025.36
07/17/2026	27278(A)	TRUGREEN AND ACTION PEST CONTROL	HERBICIDE APPLICATIONS - MULT LOCS	7,632.74
07/17/2026	27279(A)	ULINE, INC.	PZSC OPERATING SUPPLIES	2,302.49
07/17/2026	27280(A)	UNITED PARCEL SERVICE	UPS WEEKLY	92.99
07/17/2026	27281(A)	VANDERVEEN, LAUREN	REIMB EXPS-GFOA ANNUAL CONF 2026	1,472.54
07/17/2026	27282(A)	VANGUARD FIRE & SUPPLY LLC	ANNUAL FIRE EXTINGUISHER INSPECTIONS	5,628.74
07/17/2026	27283(A)	VERTIV CORPORATION	UPS ANNUAL SUPPORT	3,425.65
07/17/2026	27284(A)	VICTUS ADVISORS LLC	RECREATION TOURISM STUDY	16,475.00
07/17/2026	27285(A)	WARNER NORCROSS & JUDD LLP	LEGAL SERVICES	9,105.00
07/17/2026	27286(A)	WASTE MANAGEMENT OF MICHIGAN	WTP IRON WASTE REMOVAL	458.50
07/17/2026	27287(A)	WAYNE COUNTY APPRAISAL LLC	ASSESSING SERVICES	45,117.75
07/17/2026	27288(A)	WEST MICHIGAN INT'L LLC	REPAIR & MAINTENANCE SUPPLIES	565.13
07/17/2026	27289(A)	WEST SHORE SERVICES, INC	SIREN MAINTENANCE	375.00
07/17/2026	27290(A)	WIGHTMAN & ASSOCIATES, INC	ENGINEERING SVCS - MULT LOCS	102,239.86
07/31/2026	27291(A)	13 COOKIES LLC	SNAP REIMBURSEMENT	15.00
07/31/2026	27292(A)	A BETTER WAY TREE CARE LLC	TREE REMOVAL SERVICES	3,875.00
07/31/2026	27293(A)	A-1 REFRIGERATION SALES & SERV	PZSC-SNOW MELT DIAGNOSIS	427.50
07/31/2026	27294(A)	ABONMARCHE CONSULTANTS, INC	ENGINEERING SVCS - MULT LOCS	54,710.00
07/31/2026	27295(A)	ALL-TRONICS, INC.	SERVICE MONITORING	159.00
07/31/2026	27296(A)	AMAZON.COM SALES, INC.	OFFICE SUPPLIES-FN; OP SUPPLIES-FR	349.84
07/31/2026	27297(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	1,000.00
07/31/2026	27298(A)	ARNOLD SALES COMPLETE JANITOR	SHOP HAND SOAP	401.52
07/31/2026	27299(A)	AUNALYTICS INC	DISASTER RECOVERY SERVICES	445.00
07/31/2026	27300(A)	BARRETT, KIMBERLY	PZSC ART ON THE MOVE INSTRUCTOR	130.00
07/31/2026	27301(A)	BEEBE SALES LLC	PUMP ASSESSMENT	440.00
07/31/2026	27302(A)	BOUND TREE MEDICAL LLC	FIRE EMS SUPPLIES	289.42
07/31/2026	27303(A)	BRENNER EXCAVATING INC	PORTAGE ROAD LAKE CENTER-PHASE 1	318,405.22
07/31/2026	27304(A)	CAULFIELD, SUSAN LYNN	EXPLORING GRIEF SESSIONS	320.00
07/31/2026	27305(A)	CHARTER COMMUNICATIONS	INTERNET/VOICE	860.51
07/31/2026	27306(A)	CHEESE PEOPLE OF GRAND RAPIDS	SNAP REIMBURSEMENT	78.00
07/31/2026	27307(A)	CLEAN EARTH ENVIRONMENTAL SERV	EMERGENCY STORM SEWER TELEVISION	1,098.00
07/31/2026	27308(A)	COMPLETE TEAM OUTFITTER, INC.	PARKS STAFF UNIFORMS	1,975.25
07/31/2026	27309(A)	COX, ELISA ROSE	PZSC FITNESS INSTRUCTOR	465.00
07/31/2026	27310(A)	CROWN TROPHY	FIRE OPERATING SUPPLIES	321.00

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07/31/2026	27311(A)	DATA CONSTRUCTS LLC	DNS FAILOVER SERVICES	80.50
07/31/2026	27312(A)	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE	20,883.17
07/31/2026	27313(A)	EARLE, SHELIA L	PZSC FITNESS INSTRUCTOR CHAIR YOGA, BARRE	1,465.00
07/31/2026	27314(A)	EMERGENCY VEHICLE PRODUCTS, INC	FIRE APPARATUS MAINT, PUMP TESTING	11,225.71
07/31/2026	27315(A)	ENG., INC.	AUSTIN LAKE TRAIL A&E DESIGN	43,589.84
07/31/2026	27316(A)	ENGINEERED PROTECTION SYSTEMS, INC.	ALARM MONITORING-MULT LOCS	1,454.82
07/31/2026	27317(A)	ENTENMANN-ROVIN CO.	FIRE TRAINING	402.00
07/31/2026	27318(A)	ESCAPE FIRE & SAFETY SERVICES, INC.	VEHICLE/EQUIPMENT REPAIR	2,620.94
07/31/2026	27319(A)	ETNA SUPPLY, INC.	REPAIR & MAINTENANCE SUPPLIES	304.43
07/31/2026	27320(A)	FRIES, ASHLEY	PZSC WATER COLOR INSTRUCTOR	975.00
07/31/2026	27321(A)	FULL CIRCLE FARM	SNAP AND DUFBI REIMBURSEMENT	100.00
07/31/2026	27322(A)	GALLS, LLC	RANGER UNIFORMS	237.48
07/31/2026	27323(A)	GENUINE PARTS COMPANY INC	FIRE APPARATUS MAINT	253.78
07/31/2026	27324(A)	GENUINE PARTS COMPANY INC	REPAIR & MAINTENANCE SUPPLIES	3,397.18
07/31/2026	27325(A)	VOID		0.00
07/31/2026	27326(A)	GLOBAL EQUIPMENT CO., INC.	MISC BUILDING SUPPLIES	130.70
07/31/2026	27327(A)	GORDON WATER SYSTEMS	WATER SERVICES	495.02
07/31/2026	27328(A)	GRIFFIN PEST SOLUTIONS	PEST CONTROL SERVICES	504.00
07/31/2026	27329(A)	GRYPHON PLACE	FY 2025-26 HUMAN SERVICES BOARD	1,000.00
07/31/2026	27330(A)	HOLCOMB, JOSHUA BARBER	PZSC UKULELE II INSTRUCTOR	900.00
07/31/2026	27331(A)	INCREDIBLE KETTLE	SNAP REIMBURSEMENT	53.00
07/31/2026	27332(A)	INSIGHT PUBLIC SECTOR, INC.	SERVICEDesk PLUS	5,585.54
07/31/2026	27333(A)	J & H OIL COMPANY	BULK FUEL DELIVERY	35,550.97
07/31/2026	27334(A)	JONS TO GO PORTABLE RESTROOM	PORTABLE RESTROOMS FOR CONCERTS	1,950.00
07/31/2026	27335(A)	KALAMAZOO AREA TRANSPORTATION STUDY	TRAFFIC TECH SERVICES	1,440.00
07/31/2026	27336(A)	KALAMAZOO LANDSCAPE SUPPLIES	LAWN RESTORATION	188.00
07/31/2026	27337(A)	KALAMAZOO PICKLEBALL	PICKLEBALL LEAGUES SESSION 1	2,870.00
07/31/2026	27338(A)	KEHOE, EDWARD J	PZSC TAI CHI & QIGONG FITNESS INSTRUCTOR	720.00
07/31/2026	27339(A)	KONICA MINOLTA BUSINESS SOLUTIONS	PRINTER MAINT AGREEMENT - MULTIPLE	184.50
07/31/2026	27340(A)	KREITNER, JAMES	SNAP AND DUFBI REIMBURSEMENT	253.00
07/31/2026	27341(A)	KURZAVA, MATTHEW STEPHEN	PZSC TAI CHI & PARKINSONS INSTRUCTOR	840.00
07/31/2026	27342(A)	LAWSON PRODUCTS, INC	REPAIR & MAINTENANCE SUPPLIES	757.27
07/31/2026	27343(A)	LENDING HANDS OF MICHIGAN, INC.	FY 2025-26 HUMAN SERVICES BOARD	1,750.00
07/31/2026	27344(A)	M & M CUSTOM FABRICATING INC.	RANGER NAME BADGES	23.50

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07/31/2026	27345(A)	MATTAWAN MUSHROOM CO	SNAP AND DUFEB REIMBURSEMENT	165.00
07/31/2026	27346(A)	MCCI LLC	JUSTFOIA PRO RENEWAL	10,828.13
07/31/2026	27347(A)	MCNALLY ELEVATOR CO.	ELEVATOR MAINTENANCE	815.42
07/31/2026	27348(A)	MEYERS, KIM	SNAP REIMBURSEMENT	56.00
07/31/2026	27349(A)	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR & MAINT	1,276.81
07/31/2026	27350(A)	MIDWEST ENERGY & COMMUNICATIONS	STREETLIGHT ENERGY COSTS	335.14
07/31/2026	27351(A)	MORRISON INDUSTRIAL EQUIPMENT	REPLACEMENT SEAT - FORKLIFT	326.36
07/31/2026	27352(A)	MUMMA, KATHERINE	1776 ECHO POINT TICKET SALES - REIMB	4,920.00
07/31/2026	27353(A)	NYE UNIFORM CO	MISC UNIFORMS	178.50
07/31/2026	27354(A)	O'REILLY AUTO PARTS	MISC AUTO SUPPLIES	75.71
07/31/2026	27355(A)	OFF THE CUFF CATERING	PZSC 2026 VOLUNTEER APPRECIATION LUNCH	1,055.00
07/31/2026	27356(A)	OFFICE DEPOT, INC.	OFFICE SUPPLIES	296.10
07/31/2026	27357(A)	ONE WAY PRODUCTS	CITY PARKS JANITORIAL SUPPLIES	1,556.04
07/31/2026	27358(A)	ONSTAFF GROUP SERVICES LLC	TEMPORARY EMPLOYEE SERVICES	10,874.31
07/31/2026	27359(A)	PARIS CLEANERS	LAUNDRY SERVICES	1,060.97
07/31/2026	27360(A)	PEDAL, LC	BIKE SHARE SERVICE	174.00
07/31/2026	27361(A)	PEDAL, LC	PATROL BIKE BATTERY REPLACEMENTS	675.00
07/31/2026	27362(A)	PENCHURA, LLC	CELERY FLATS UMBRELLA STANDS	923.00
07/31/2026	27363(A)	PERCEPTIVE CONTROLS, INC.	SHUMAN WELL HOUSE UPGRADE	28,268.00
07/31/2026	27364(A)	PLASKO, PATRICIA MARIE	PZSC BEMOVED, YOGA BONES & YOGA UNWIND	690.00
07/31/2026	27365(A)	PORTAGE COMMUNITY OUTREACH CENTER	FY 2025-26 HUMAN SERVICES BOARD	15,750.00
07/31/2026	27366(A)	PORTAGE FIREFIGHTERS	IAFF UNION DUES FOR JULY 2026	2,160.00
07/31/2026	27367(A)	PORTAGE POLICE COMMAND OFFICERS	PPCOA UNION DUES FOR JULY 2026	70.00
07/31/2026	27368(A)	PORTAGE POLICE OFFICERS ASSOC	PPOA UNION DUES FOR JULY 2026	700.00
07/31/2026	27369(A)	PRECISION PRINTER SERVICES INC	PRINTER SUPPORT SERVICES	500.89
07/31/2026	27370(A)	PREIN & NEWHOF	PROFESSIONAL SERVICES-MULT	15,271.75
07/31/2026	27371(A)	PRINTING SERVICES INC	PRINTING SERVICES	912.00
07/31/2026	27372(A)	PROGRESSIVE AE, INC	CONSULTING SERVICES FOR AQUATIC NUISANCE	4,375.00
07/31/2026	27373(A)	PURITY CYLINDER GASES, INC	WELDING SUPPLIES	77.70
07/31/2026	27374(A)	R W LAPINE INC.	GRAIN ELEVATOR - GAS PIPE SPLIT	372.25
07/31/2026	27375(A)	RAMSEY, KELSEY	REIMB EXPS-MCFOA BACK TO BASICS SES II	120.35
07/31/2026	27376(A)	REED, BRENT LESLIE	GATES-WATER TRMT FAC, INSTALL DRAIN CHAN	6,673.95
07/31/2026	27377(A)	RENDEVER, INC.	PZSC-STANDARD ENGAGEMENT PLATFORM SUB	4,200.00
07/31/2026	27378(A)	RENEWED EARTH, INC.	COMPOST SITE MANAGEMENT	8,500.00

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07/31/2026	27379(A)	ROSE, SANDRA K.	PZSC CARDIO DRUMMING INSTRUCTOR	600.00
07/31/2026	27380(A)	SAFETY COMPANY, LLC	REPAIR & MAINTENANCE SUPPLIES	1,229.36
07/31/2026	27381(A)	SARKOZY BAKERY LLC	SNAP REIMBURSEMENT	35.00
07/31/2026	27382(A)	SCHULTZ, KYLIE	PZSC BARRE INSTRUCTOR	120.00
07/31/2026	27383(A)	SEVERANCE ELECTRIC COMPANY, INC	FIBER OPTIC CABLE & INSTALL, TRAF SIGN MAINT	30,200.50
07/31/2026	27384(A)	SHINY BRITE WASHING SYSTEMS LLC	CAR WASH SERVICES	261.00
07/31/2026	27385(A)	SIMPLIFILE HOLDINGS, INC	RECORDING AND SUBMISSION FEES	332.50
07/31/2026	27386(A)	SLAVIN, NATHAN	PER DIEM: SNIPER SUPERVISOR TRAINING	205.00
07/31/2026	27387(A)	STOUT, MELISSA	PZSC BARRE & CHAIR YOGA INSTRUCTOR	660.00
07/31/2026	27388(A)	SULLIVAN, WHITNEY	CITY HALL PLANT CARE	127.00
07/31/2026	27389(A)	SUNBELT RENTALS, INC.	FAN RENTALS WHO'S BAD CONCERT	1,781.36
07/31/2026	27390(A)	TANNER, STEVE	PER DIEM & EXPS-EMU FIRE STAFF & COM SCHL	996.26
07/31/2026	27391(A)	TINY GIANT FARM LLC	DUFB REIMBURSEMENT	12.00
07/31/2026	27392(A)	TMK WORLDWIDE, LLC	METER SERVICE	1,032.62
07/31/2026	27393(A)	TOWNSQUARE MEDIA KALAMAZOO, LLC	RADIO ADVERTISING	1,330.00
07/31/2026	27394(A)	TROWBRIDGE FARM LLC	SNAP REIMBURSEMENT	65.00
07/31/2026	27395(A)	TRUGREEN AND ACTION PEST CONTROL	HERBICIDE APPLICATIONS - CITY WIDE	7,905.52
07/31/2026	27396(A)	TURANZAS, EVAN	PER DIEM - ALICE INSTRUCTOR CERTIFICATION	170.00
07/31/2026	27397(A)	ULINE, INC.	JANITORIAL SUPPLIES	280.28
07/31/2026	27398(A)	UNITED AUTO. IMPLEMENT WORKERS 2290	UNION DUES FOR UAW FOR JULY 2026	1,095.22
07/31/2026	27399(A)	UNITED PARCEL SERVICE	UPS WEEKLY	39.96
07/31/2026	27400(A)	US SIGNAL COMPANY, LLC	INTERNET FIBER SERVICES	900.00
07/31/2026	27401(A)	WARNER NORCROSS & JUDD LLP	LEGAL SERVICES	360.00
07/31/2026	27402(A)	WASTE MANAGEMENT OF MICHIGAN	CITY WIDE RECYCLE	75,236.98
07/31/2026	27403(A)	WEST MICHIGAN INT'L LLC	REPAIR & MAINTENANCE SUPPLIES	150.00
07/31/2026	27404(A)	WIGHTMAN & ASSOCIATES, INC	ENGINEERING SVCS - MULT LOCS	78,554.00
07/31/2026	27405(A)	XEROX CORPORATION	XEROX COPIER FEES	176.95
07/31/2026	27406(A)	YOUNGS, KENNETH M	K-9 KENNELING SERVICES	250.00
Total ACH				2,557,274.29

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07/17/2026	333946	58TH DISTRICT COURT	INTERIM BOND PAYABLE	400.00
07/17/2026	333947	7900 MOORSBRIDGE LLC	TEMPORARY PUMPING EASEMENT	2,730.00
07/17/2026	333948	ADP SCREENING & SELECTION SERVICES	BACKGROUND SERVICES	152.92

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07/17/2026	333949	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	680.00
07/17/2026	333950	ALLIED MECHANICAL SERVICES, INC	HVAC SERVICES	150.00
07/17/2026	333951	ALTA EQUIPMENT CO.	SHIPPING COSTS - JOYSTICK REPAIR PARTS	25.00
07/17/2026	333952	ALTSCHUL, DUSTIN	STATION 3 RENOVATIONS	3,750.00
07/17/2026	333953	AMALGAM LLC	FETCHGIS SVC LICM EDITABLE GIS LAYER SVC	7,000.00
07/17/2026	333954	AMLD CONSULTING LLC	NETWORK PENETRATION TEST & ASSESSMENT	2,375.00
07/17/2026	333955	AT&T	ELECTRONIC COMMUNICATIONS	219.89
07/17/2026	333956	BAILEY'S MEATS	SNAP REIMBURSEMENT	99.00
07/17/2026	333957	BANDAK INC	FACADE GRANT	11,737.50
07/17/2026	333958	BAY AREA TOUCHLESS CARWASH LLC	CAR WASH SERVICES	240.00
07/17/2026	333959	BAY, TAMARA	PZSC RENTAL SECURITY DEP REFUND 07.12.26	250.00
07/17/2026	333960	EMPLOYEE ISSUED	REISSUE STALE PAYROLL CHECK	44.04
07/17/2026	333961	BENS, JESSE	FRI AT FLATS MUSICIAN	200.00
07/17/2026	333962	BERRO, CHRISTINE	1776 PERFORMANCE CANCELTION REF	25.00
07/17/2026	333963	BIGELOW, SHEILA	1776 PERFORMANCE CANCELTION REF	50.00
07/17/2026	333964	BIRKO, NICOLE	1776 PERFORMANCE CANCELTION REF	50.00
07/17/2026	333965	BOELE, SUE	PZSC TRIP DEPT REFUND 09.14.26	200.00
07/17/2026	333966	BRANNAN, LISA	1776 PERFORMANCE CANCELTION REF	75.00
07/17/2026	333967	BRONSON HEALTHCARE GROUP	LEGAL BLOOD DRAWS	200.00
07/17/2026	333968	BUDIWARMAN, CONNIE	SCHRIER BLD DEPOSIT REFUND	150.00
07/17/2026	333969	BUHL, JULIA	1776 PERFORMANCE CANCELTION REF	50.00
07/17/2026	333970	BURCH, MICHELLE	1776 PERFORMANCE CANCELTION REF	50.00
07/17/2026	333971	BURKETT, GLORIA	PZSC TRIP DEPT REFUND 09.14.26	200.00
07/17/2026	333972	BURLEW, KASEY	LAKEVIEW SOFTBALL DEPOSIT REFUND	100.00
07/17/2026	333973	CARTER, SUSAN	1776 PERFORMANCE CANCELTION REF	100.00
07/17/2026	333974	CCIM INSTITUTE	PORTFOLIO SUBMISSION FEE	175.00
07/17/2026	333975	CENTER FOR INTERNET SECURITY, INC.	ANNUAL CROWDSTRIKE RENEWAL	27,720.00
07/17/2026	333976	CHICAGO TITLE OF MICHIGAN, INC.	CDBG TITLE SEARCH	450.00
07/17/2026	333977	CHUCTA, NATE	PIG OUT EVENT INFLATABLES	445.00
07/17/2026	333978	CITY OF KALAMAZOO TREASURER	WATER SERVICES	45.27
07/17/2026	333979	CLASSIC GLASS, INC.	WINDSHIELD REPLACEMENT	1,055.90
07/17/2026	333980	COLVIN, JASON	1776 PERFORMANCE CANCELTION REF	50.00
07/17/2026	333981	CONSUMERS ENERGY	POLE ATTACHMENT FEE	619.80
07/17/2026	333982	COOK, TERRI	1776 PERF CANCELTION REFUND FOOD TRUCK	25.00

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07/17/2026	333983	COPP, LARRY	PZSC TRIP DEPT REFUND 08.13.26	210.00
07/17/2026	333984	CRAVEN, JOSEPH	WESTFIELD SOFTBALL DEPOSIT REF	100.00
07/17/2026	333985	CURTIS, KATIE	1776 PERFORMANCE CANCELLATION REF	150.00
07/17/2026	333986	DELOOF BUILDERS LLC	BD BOND REFUND	1,457.00
07/17/2026	333987	DELUCA, ANN	PZSC TRIP DEPT REFUND 09.14.26	1,525.00
07/17/2026	333988	DENARDO, ETHY	1776 PERFORMANCE CANCELLATION REF	175.00
07/17/2026	333989	DUNN, JAN	1776 PERFORMANCE CANCELLATION REF	50.00
07/17/2026	333990	DUTCHMAN ORCHARDS, LLC	REIMBURSEMENT FOR SNAP AND DUFB	253.00
07/17/2026	333991	ED DRESLINSKI CONSULTING INC	FIRST LINE SUPERVISION COURSE FEES	2,380.00
07/17/2026	333992	ELECTROTORQUE, INC.	PUMP INSPECTION - INNISBROOK	440.00
07/17/2026	333993	ENVIRONMENTAL RESOURCES GROUP, LLC	STORM WATER MONITORING PROGRAM	11,496.72
07/17/2026	333994	ERB, GREG & ERIN	BD BOND REFUND	447.00
07/17/2026	333995	ESMAN, NICOLE	RAMONA PICKLEBALL DEPOSIT REFUND	100.00
07/17/2026	333996	EVENT PRODUCTION SERVICES OF MI LLC	FRI AT FLATS JUNE 26 SOUND	850.00
07/17/2026	333997	FIELDS, ANTHONY J	PZSC CARS & COCKTAILS PERFORMER	800.00
07/17/2026	333998	FINSTROM, CHARITY	COMPOSITE PHOTO RESTORATION PH 1	2,200.00
07/17/2026	333999	FISHER-PERREAULT, EMMA	STUART MANOR DEPOSIT REFUND	150.00
07/17/2026	334000	FLURI, SUSAN	PZSC TRIP DEPT REFUND 07.11.26	25.00
07/17/2026	334001	FOLLIS, BRENDA	PZSC TRIP DEPT REFUND 09.14.26	200.00
07/17/2026	334002	FORCE, KOREY	RAMONA PARKING VOUCHER REFUND	30.00
07/17/2026	334003	FREIGHTLINER OF GRAND RAPIDS, INC.	SERVICE REPAIR - TRANSMISSION SHUTTER	1,546.23
07/17/2026	334004	FRIEDRICH, JENNIFER	SCHRIER BLD DEPOSIT REFUND	150.00
07/17/2026	334005	GARRETT, JERRY	PZSC TRIP DEPT REFUND 09.27.26	200.00
07/17/2026	334006	GORDON FOOD SERVICE	CONCESSION, CONCERT, EVENT SUPPLIES	3,206.52
07/17/2026	334007	GRAMBAU, BEVERLY	1776 PERFORMANCE CANCELLATION REF	50.00
07/17/2026	334008	GREENE, JEFFREY	PZSC SUMMER LUNCHOUT PERFORMER	400.00
07/17/2026	334009	GREENWOOD, ROBIN	GRAIN ELEVATOR DEPOSIT REFUND	150.00
07/17/2026	334010	GREGORY, VICKIE	1776 PERFORMANCE CANCELLATION REF	50.00
07/17/2026	334011	HALLAHAN & ASSOCIATES, P.C.	ASSESSING LEGAL SERVICES	1,193.11
07/17/2026	334012	HANSON, KAY	1776 PERFORMANCE CANCELLATION REF	25.00
07/17/2026	334013	HEDIN, ESTHER	1776 PERFORMANCE CANCELLATION REF	25.00
07/17/2026	334014	HERNANDEZ, MARIA TERESA	REFUND 1776 PERM CANCELLATION FOOD TRUCK	50.00
07/17/2026	334015	HICKEY, BETSY	1776 PERFORMANCE CANCELLATION REF	50.00
07/17/2026	334016	HOEKSTRA ROOFING CO.	DPW-ROOF REPAIR	2,887.50

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07/17/2026	334017	HOME DEPOT CREDIT SERVICES	REPAIR & MAINTENANCE SUPPLIES	1,171.62
07/17/2026	334018	VOID		0.00
07/17/2026	334019	HOSPITAL NETWORK HEALTHCARE SERVICE	FIRE WASTE MANAGEMENT	80.00
07/17/2026	334020	HOSTIGUIN, MELISSA	SCHRIER BLD DEPOSIT REFUND	150.00
07/17/2026	334021	ICONIX BAND, LLC	PZSC PERFORMER IN THE COURTYARD	1,200.00
07/17/2026	334022	JENSEN, TAMMY	GRAIN ELEVATOR DEPOSIT REFUND	150.00
07/17/2026	334023	JIMENEZ, DANIEL	SCHRIER BLD DEPOSIT REFUND	150.00
07/17/2026	334024	JOHNSON, CLAIRE	1776 PERFORMANCE CANCELLATION REF	50.00
07/17/2026	334025	JOHNSON, DAVID ANDREW	RAMONA BONFIRE MUSICAL PERFORMANCE	300.00
07/17/2026	334026	JONES, DON	1776 PERFORMANCE CANCELLATION REF	50.00
07/17/2026	334027	JUNKINS, TREY	RAMONA SOFTBALL FIELD DEPOSIT	100.00
07/17/2026	334028	JUSTICE FENCE COMPANY	FENCING REPLACEMENT 910 E MILHAM	10,878.00
07/17/2026	334029	K2AVL INC	KSO SOUND PRODUCTION SERVICES	6,000.00
07/17/2026	334030	KALAMAZOO CHAPTER OF M.A.R.S.P.	PZSC ADS 4 ISSUES	180.00
07/17/2026	334031	KALAMAZOO COLLEGE	OUTDOOR EXPLORERS CAMP	1,200.00
07/17/2026	334032	KALAMAZOO COUNTY TREASURER	COLONIAL ACRES JUNE 2026 MOBILE HOME TAX	280.00
07/17/2026	334033	KALAMAZOO EXCAVATION AND SEPTIC, LL	BD BOND REFUND	1,428.00
07/17/2026	334034	KALAMAZOO X-RAY SALES/DATA GUARDIAN	STORAGE AND SHREDDING SERVICES	1,009.72
07/17/2026	334035	KELLOGG, SUE	GRAIN ELEVATOR DEPOSIT REFUND	150.00
07/17/2026	334036	KENT COMMUNICATIONS INC.	2026 PRIMARY ELECTION BALLOT MAILING	8,415.91
07/17/2026	334037	KIESER & ASSOCIATES, LLC	GROUND WATER MONITORING & TESTING	5,260.00
07/17/2026	334038	KONECKI, MARY	SNAP REIMBURSEMENT	14.00
07/17/2026	334039	KUCHMUK, EMILY	COOL CASTERS FISH CAMP REFUND	190.00
07/17/2026	334040	KUIPER, PEGGY	PZSC TRIP DEPT REFUND 09.14.26	200.00
07/17/2026	334041	KZOO TIRE COMPANY	POLICE - VEHICLE REPAIR/MAINTENANCE	1,584.24
07/17/2026	334042	LAKELAND ASPHALT CORP.	2026 SPRING MILL & FILL	70,675.58
07/17/2026	334043	LANGUAGE LINE, INC	LANGUAGE LINE SERVICES	72.25
07/17/2026	334044	LAWLER, FAY	PZSC TRIP DEPT REFUND 09.14.26	200.00
07/17/2026	334045	LEADS ONLINE LLC	CELLHAWK MAPPING SUBSCRIPTION	5,299.00
07/17/2026	334046	LEVIN, VERONICA B	PZSC ART INSTRUCTOR POTTERY WHEEL	1,120.00
07/17/2026	334047	LEXISNEXIS RISK DATA MANAGEMENT INC	MONTHLY ACCURINT	150.00
07/17/2026	334048	MACDONALD, KAI	1776 PERFORMANCE CANCELLATION REF	100.00
07/17/2026	334049	MALLRATS BAND, LLC	CONCERT MALLRATS BAND	4,200.00
07/17/2026	334050	MATTESON, RUTH	1776 PERFORMANCE CANCELLATION REF	50.00

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07/17/2026	334051	MAYTNIER, MARTHA	1776 PERFORMANCE CANCELLATION REF	50.00
07/17/2026	334052	MI ASSOC. OF MUNICIPAL CEMETERIES	MAMC CONFERENCE REGISTRATIONS	338.00
07/17/2026	334053	MI COALITION TO PROTECT PUBLIC	ANNUAL PROTEC MEMBERSHIP	7,945.00
07/17/2026	334054	MIDWEST CUSTOM EMBROIDERY COMPANY	PZSC OPERATING SUPPLIES	1,761.00
07/17/2026	334055	MILAN-CORCORAN, APRAL	YOGA IN THE PARK	220.80
07/17/2026	334056	MLIVE MEDIA GROUP	TEARSHEET/AFFIDAVIT/KEEPSAKES	1,073.96
07/17/2026	334057	MML UNEMPLOYMENT FUND	2026 Q2 UNEMPLOYMENT CONTRIBUTION	192.84
07/17/2026	334058	MORSE, MICHELLE	1776 PERFORMANCE CANCELLATION REF	100.00
07/17/2026	334059	MULDER'S NURSERY LLC	REPLACEMENT TREES FROM LOCAL ST RECON	1,191.98
07/17/2026	334060	NORRIS, NANCY	REFUND PARKS DEPOSIT	100.00
07/17/2026	334061	OLIVA, JOE	CONCERT OPENER BROKE JOE & JOHNNY CASHLESS	300.00
07/17/2026	334062	PALMER, LOUANN	1776 PERFORMANCE CANCELLATION REF	50.00
07/17/2026	334063	PETERMAN CONCRETE CO.	LOCAL SIDEWALK REPLACEMENT	1,249.36
07/17/2026	334064	PETERSON, SHARON	1776 PERFORMANCE CANCELLATION REF	50.00
07/17/2026	334065	PETKOFF, SHILLAGH	LAKEVIEW SOFTBALL DEPOSIT REFUND	100.00
07/17/2026	334066	PETTY CASH-RON CLARK	REPLENISHMENT CHECK	305.22
07/17/2026	334067	PHARMACIA & UPJOHN COMPANY	BD BOND REFUND	765.00
07/17/2026	334068	PIELLUSCH, ROBERT	1776 PERFORMANCE CANCELLATION REF	75.00
07/17/2026	334069	PIPELINE MANAGEMENT COMPANY, LLC	SANITARY SEWER PIPELINE CLEANING-MULT LOCS	32,739.73
07/17/2026	334070	POTRUDE, HOWARD	PZSC TRIP DEPT REFUND 09.14.26	400.00
07/17/2026	334071	PRECISION CUTTING LLC	WINDSHIELD REPLACEMENT	348.57
07/17/2026	334072	RANDT, ALLISON	1776 PERFORMANCE CANCELLATION REF	50.00
07/17/2026	334073	REARDON, LORI	MAILBOX REIMBURSEMENT	44.00
07/17/2026	334074	RENTALEX OF MICHIGAN, INC.	CONCERT - TENT & SETUP FOR MUSICIANS	626.60
07/17/2026	334075	RICHMOND, ANN	REFUND PARKS DEPOSIT	50.00
07/17/2026	334076	ROBERTS, CORY	FARMERS MARKET MUSIC	100.00
07/17/2026	334077	SCOTT, DANA MARIE	FRI AT FLATS MUSICIAN	200.00
07/17/2026	334078	SECORD, KEVIN	1776 PERFORMANCE CANCELLATION REF	100.00
07/17/2026	334079	SEMARK, CINDY	1776 PERFORMANCE CANCELLATION REF	25.00
07/17/2026	334080	SHARKEY, JENNIFER	BUILDING DEPOSIT REFUND	245.00
07/17/2026	334081	SMOTER, MICHAEL	REIMB EXPS-ASCE DETROIT CONFERENCE	1,101.17
07/17/2026	334082	STATE OF MICHIGAN	SEX OFFENDER REGISTRY	30.00
07/17/2026	334083	STATE SYSTEMS RADIO, INC	RADIO REPAIR	18.00
07/17/2026	334084	STEENSMA LAWN & POWER EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES	598.81

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07/17/2026	334085	STIERLE, KELLI	1776 PERFORMANCE CANCELLATION REF	50.00
07/17/2026	334086	STIFLER, LINDSEY	REIMBURSEMENT FOR IRRIGATION DAMAGES	246.00
07/17/2026	334087	STONEROCK, JEAN	1776 PERFORMANCE CANCELLATION REF	50.00
07/17/2026	334088	TERMUHLEN, PAULA	1776 PERFORMANCE CANCELLATION REF	75.00
07/17/2026	334089	THACHER, SCOTT	FARMERS MARKET MUSIC	100.00
07/17/2026	334090	THE LAKES AT PORTAGE SENIOR LIVING	PZSC RENTAL SECURITY REFUND DEP 03.17.26	500.00
07/17/2026	334091	THILL, KATE	RAMONA PARKING VOUCHERS REFUND	65.00
07/17/2026	334092	THOMPSON, SHIRLEY	PZSC MEMBERSHIP REPAYMENT	40.00
07/17/2026	334093	TMR BUILDERS	BD BOND REFUND	1,783.00
07/17/2026	334094	UNDERGROUND SECURITY COMPANY	ANNUAL STORAGE SECURITY RECORDS	3,211.50
07/17/2026	334095	UNDERWOOD, SHANNON	SCHRIER BLD DEPOSIT REFUND	150.00
07/17/2026	334096	UNITED DISTRIBUTION GROUP	RAMONA CONCESSION SUPPLIES	949.64
07/17/2026	334097	VEMICH-BURGWALD, PAT	PZSC TRIP DEPT REFUND 09.14.26	200.00
07/17/2026	334098	VERHAGE FRUIT FARMS	SNAP REIMBURSEMENT	72.00
07/17/2026	334099	VK ENDEAVOURS LLC	CONSTRUCTION ENGINEERING SERVICES	800.00
07/17/2026	334100	WALTERS, RHONDA	PZSC TRIP DEPT REFUND 09.14.26	200.00
07/17/2026	334101	WARNEMENT, PATRICK	1776 PERFORMANCE CANCELLATION REF	25.00
07/17/2026	334102	WATSON, HELEN	1776 PERFORMANCE CANCELLATION REF	25.00
07/17/2026	334103	WEST MICHIGAN STAMP & SEAL, INC	ACTING CITY MANAGER EMBOSSED NAMEPLATE	37.50
07/17/2026	334104	WESTVIEW CAPITAL, LLC	BD BOND REFUND	9,120.00
07/17/2026	334105	WILLEY, SHEILA	1776 PERFORMANCE CANCELLATION REF	100.00
07/17/2026	334106	WORDELMAN, JUDITH	1776 PERFORMANCE CANCELLATION REF	100.00
07/17/2026	334107	ZEGERIUS, CYNTHIA	1776 PERFORMANCE CANCELLATION REF	50.00
07/17/2026	334108	ZYLMAN AVENUE VENTURES LLC	AUSTIN LAKE TRAIL EASEMENT	936.25
07/24/2026	334109	REED ELECTRIC, LLC	BD PAYMENT REFUND	117.00
07/31/2026	334110	9950 PORTAGE ROAD, LLC	EASEMENTS - PORTAGE ROAD 360 PHASE 1	27,567.60
07/31/2026	334111	ALLEGRA PRINT & IMAGING	PRINTING SERVICES	126.00
07/31/2026	334112	ALLIED MECHANICAL SERVICES, INC	REPL COMPRESSOR, PREV MAINTENANCE	5,935.26
07/31/2026	334113	ALTA EQUIPMENT CO.	SERVICE CALL - GREASE SYSTEM FAILURE	1,333.93
07/31/2026	334114	AMLD CONSULTING LLC	NETWORK PENETRATION TEST & ASSESS	2,375.00
07/31/2026	334115	APPLIED CONCEPTS	STALKER RADAR-SPEED BOXES FOR CERT	3,690.00
07/31/2026	334116	ATA NATIONAL TITLE GROUP LLC	REF OVER PAYMENT FINAL UTILITY BILL	47.56
07/31/2026	334117	BAILEY'S MEATS	SNAP REIMBURSEMENT	111.00
07/31/2026	334118	BARR ENGINEERING CO	WETLAND DELINEATION	2,682.28

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07/31/2026	334119	BEYONDTRUST CORPORATION	BEYOND TRUST-BOMGAR RENEWAL	4,117.40
07/31/2026	334120	BONAMEGO, LOUIS	SNAP AND DUFEB REIMBURSEMENT	52.00
07/31/2026	334121	BRINKHUIS, STEPHANIE	SNAP REIMBURSEMENT	38.00
07/31/2026	334122	BURKETT, JAMES S	FARMERS MARKET MUSIC	100.00
07/31/2026	334123	BURTON, SHEILA	GRAIN ELEVATOR DEPOSIT REFUND	150.00
07/31/2026	334124	CATHOLIC FAMILY SERVICES	FY 2025-26 HUMAN SERVICES BOARD	5,500.00
07/31/2026	334125	CHICAGO TITLE OF MICHIGAN, INC.	CDBG TITLE SEARCH	150.00
07/31/2026	334126	CHINESE AMERICAN ASSOC OF GREATER	CHINESE TEA CEREMONY	192.00
07/31/2026	334127	CITY OF KALAMAZOO TREASURER	SANITARY SEWER CHARGES	502,800.00
07/31/2026	334128	CLARK LOGIC CAPITAL, LLC	EASEMENTS - PORTAGE ROAD 360 PHASE 1	5,478.00
07/31/2026	334129	CLOVIS, ANN	PZSC TRIP DEPT REFUND 07.22.26	50.00
07/31/2026	334130	COCHRAN GLASS AND DOOR, LLC	RESTROOM DOOR CLOSER REPAIR WESTFIELD PK	550.00
07/31/2026	334131	COMMUNITY HEALING CENTERS	FY 2025-26 HUMAN SERVICES BOARD	3,000.00
07/31/2026	334132	CUNNINGHAM, DANIEL R	PZSC COOKING INSTRUCTOR DELI COPY CATS	632.64
07/31/2026	334133	CUTLER, SUE	PZSC TRIP DEPT REFUND 07.16.26	350.00
07/31/2026	334134	D L Z MICHIGAN INC	ENGINEERING SERVICES	678.65
07/31/2026	334135	DEBELAK, THERESA	PZSC TRIP DEPT REFUND 07.16.26	175.00
07/31/2026	334136	DECKER, MIKE	SCHRIER BLD DEPOSIT REFUND	150.00
07/31/2026	334137	DICK, ROBERT	SNAP REIMBURSEMENT	88.00
07/31/2026	334138	DIRECT SERVICES INC	EASEMENTS - PORTAGE ROAD 360 PHASE 1	3,466.00
07/31/2026	334139	DISABILITY NETWORK SOUTHWEST MICH	FY 2025-26 HUMAN SERVICES BOARD	5,000.00
07/31/2026	334140	DIXON, DAVID J	FARMERS MARKET MUSIC	100.00
07/31/2026	334141	DORRANCE FORD INC	REPAIR & MAINTENANCE SUPPLIES	271.60
07/31/2026	334142	DUTCHMAN ORCHARDS, LLC	SNAP AND DUFEB REIMBURSEMENT	144.00
07/31/2026	334143	EISELE, LEONARD	PZSC TRIP DEPT REFUND 07.30.26	125.00
07/31/2026	334144	EMERY FOODS LLC	SNAP AND DUFEB REIMBURSEMENT	147.00
07/31/2026	334145	EMPSON, MINDY JO	SNAP REIMBURSEMENT	50.00
07/31/2026	334146	ENDERS, CHRIS	REIMBURSEMENT FOR IRRIGATION DAMAGES	273.25
07/31/2026	334147	EVENT PRODUCTION SERVICES OF MI LLC	DRIVE IN MOVIE LUCA	1,600.00
07/31/2026	334148	FATIMA, SYEDA AREEBA	PZSC RENTAL SECURITY DEP REFUND 07.25.26	250.00
07/31/2026	334149	FAWLEY OVERHEAD DOOR, INC.	DPW - OVERHEAD DOOR REPAIR	3,661.50
07/31/2026	334150	FOSTER, CAROLE	PZSC TRIP DEPT REFUND 08.20.26	45.00
07/31/2026	334151	FRAIN, HARRY	REIMBURSEMENT FOR IRRIGATION DAMAGES	233.91
07/31/2026	334152	FREIGHTLINER OF GRAND RAPIDS, INC.	REPAIR & MAINTENANCE SUPPLIES	118.43

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07/31/2026	334153	FRUEHAUF, KARLA	GRAIN ELEVATOR DEPOSIT REFUND	150.00
07/31/2026	334154	FUSCIARDI, CHRIS	RAMONA TOURNAMENT DEPOSIT	100.00
07/31/2026	334155	GILLEN, BETH	REIMBURSEMENT FOR ELECTRIC FENCE DAMAGES	300.00
07/31/2026	334156	GONYEAU, PAUL	SCHRIER BLD DEPOSIT REFUND	150.00
07/31/2026	334157	GORDON FOOD SERVICE	CONCESSION, CONCERT, EVENT SUPPLIES	3,379.40
07/31/2026	334158	GREATER KALAMAZOO FOP LODGE 98	FOP PORTION OF PPCOA & PPOA JULY 2026	3,514.88
07/31/2026	334159	GUDBRANDSON, TAYLOR	GRAIN ELEVATOR FEES & DEPOSIT	317.50
07/31/2026	334160	HABITAT FOR HUMANITY	FY 2025-26 HUMAN SERVICES BOARD	15,000.00
07/31/2026	334161	HARRISON, MARK ALLEN	SNAP REIMBURSEMENT	67.00
07/31/2026	334162	HERITAGE COMMUNITY OF KALAMAZOO	PZSC RENTAL SECURITY REFUND DEPOSIT	250.00
07/31/2026	334163	HIATT, JAMES	PZSC TRIP DEPT REFUND	185.00
07/31/2026	334164	HOLMAN, SHAWN	SNAP REIMBURSEMENT	10.00
07/31/2026	334165	HOLMES, MARY	PZSC TRIP DEPT REFUND 08.13.26	200.00
07/31/2026	334166	HOME DEPOT CREDIT SERVICES	REPAIR & MAINTENANCE SUPPLIES	1,707.65
07/31/2026	334167	VOID		0.00
07/31/2026	334168	HOUSING RESOURCES, INC.	FY 2025-26 HUMAN SERVICES BOARD	11,500.00
07/31/2026	334169	HOWE PATIO & WINDOWS, INC.	MI NEIGH - EGRESS WINDOW REPL	6,425.00
07/31/2026	334170	INTEGRITY AUTOMATIC DOOR LLC	NEW LOCKING HARDWARE	2,260.00
07/31/2026	334171	J J KELLER & ASSOCIATES, INC.	FMLA MANAGER RENEWAL	1,295.00
07/31/2026	334172	JAWAHIR, KEVIN & JENNIFER	PZSC RENTAL SECURITY DEPOSIT 07.19.26	250.00
07/31/2026	334173	JERGENS PIPING CORPORATION	PZSC - BACKFLOW TESTING	1,225.00
07/31/2026	334174	JOHNSON, SARAH	STUART MANOR DEPOSIT REFUND	150.00
07/31/2026	334175	K2AVL INC	USA250 SOUND FOR 1776 PLAY & SUM CONCERT	4,740.00
07/31/2026	334176	KALAMAZOO COUNTY CLERK	MAY 2026 ELECTION COST	5,494.38
07/31/2026	334177	KALAMAZOO COUNTY TREASURER	OAKBROOK JULY 2026 MOBILE HOME TAXES	280.00
07/31/2026	334178	KALAMAZOO COUNTY TREASURER'S ASSN	MEMBERSHIP DUES	50.00
07/31/2026	334179	KALAMAZOO LITERACY COUNCIL	FY 2025-26 HUMAN SERVICES BOARD	2,500.00
07/31/2026	334180	KASSEM, HUSSEIN	UTILITY BILL REFUND	214.52
07/31/2026	334181	KEENAN, CHRIS	RAMONA SPRING DEPOSIT REFUND	100.00
07/31/2026	334182	KONECKI, MARY	SNAP AND DUFEB REIMBURSEMENT	40.00
07/31/2026	334183	KRUSE, GENE	REIMBURSEMENT FOR IRRIGATION DAMAGES	118.10
07/31/2026	334184	KZOO TIRE COMPANY	POLICE - VEHICLE REPAIR/MAINTENANCE	168.41
07/31/2026	334185	LAKELAND ASPHALT CORP.	2026 SPRING MILL & FILL	239,817.47
07/31/2026	334186	LEADERSHIP INSTIUTE	PZSC RENTAL SECURITY DEPOSIT 07.25.26	150.00

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07/31/2026	334187	LINDAHL, ANN	PZSC TRIP DEPT REFUND 07.16.26	175.00
07/31/2026	334188	MAYBEE, SHANNON	GRAIN ELEVATOR DEPOSIT REFUND	150.00
07/31/2026	334189	MCCULLOUGH, MELISA	SNAP REIMBURSEMENT	5.00
07/31/2026	334190	MDSA	PZSC MDSA FALL 2026 CONFERENCE REGISTRATION	150.00
07/31/2026	334191	MICHIGAN GARDEN CLUB DISTRICT 3A	YONKER HALL DEPOSIT REFUND	150.00
07/31/2026	334192	MIDDLE ATLANTIC-GREAT LAKES ORGANIZ	ANNUAL USER FEES	400.00
07/31/2026	334193	MONIZ, CHRIS	REIMBURSEMENT FOR IRRIGATION DAMAGES	248.57
07/31/2026	334194	MORENO, THOMAS	EASEMENTS - PORTAGE ROAD 360 PHASE 1	12,340.00
07/31/2026	334195	MYERS, AMANDA	REIMBURSEMENT FOR IRRIGATION DAMAGES	152.02
07/31/2026	334196	NATIONAL HOSE TESTING SPECIALTIES	FIRE HOSE TESTING	10,195.10
07/31/2026	334197	OLIVA, JOE	JULY CONCERT OPENER	300.00
07/31/2026	334198	PADDLESPORTS WAREHOUSE	RAMONA LIFE JACKETS	216.42
07/31/2026	334199	PAVLAK, MELISSA	GRAIN ELEVATOR DEPOSIT REFUND	150.00
07/31/2026	334200	PAW PAW VETERINARY CLINIC, P.C.	K9 MISC VET EXPENSES	133.53
07/31/2026	334201	PDL PROPERTY MANAGEMENT LLC	CITY WIDE BOULEVARD MOWING	19,359.89
07/31/2026	334202	PETERMAN CONCRETE CO.	SIDEWALK REPLACEMENT	603.77
07/31/2026	334203	PETTY CASH-ANTONIA GIBSON	REPLENISHMENT CHECK	353.31
07/31/2026	334204	POZNANSKI, TANYA	SCHRIER BLD DEPOSIT REFUND	150.00
07/31/2026	334205	PRECISION CUTTING LLC	REAR WINDSHIELD REPLACEMENT - TRUCK	600.00
07/31/2026	334206	PRINCE OF PEACE LUTHERAN CHURCH	FY 2025-26 HUMAN SERVICES BOARD	7,500.00
07/31/2026	334207	ROGERS, KATE	FISH CAMP - ADVANCED ANGLERS	95.00
07/31/2026	334208	ROSATI SCHULTZ JOPPICH & AMTSBUECHL	PROFESSIONAL SERVICES	775.00
07/31/2026	334209	SAFEWARE, INC	REPL FULL-FACE RESPIRATORS & FILTERS	860.00
07/31/2026	334210	SALOW, KATHY	CENTRAL PAVILION FEES REFUND	110.00
07/31/2026	334211	SAMSARA INC.	GPS TRACKING SOFTWARE	24,566.99
07/31/2026	334212	SAPPANOS, DONALD	REIMBURSEMENT FOR IRRIGATION DAMAGES	3,000.00
07/31/2026	334213	SCHLEY NELSON ARCHITECTS, INC.	CONSTRUCTION ADMINISTRATOR SERVICES	115.50
07/31/2026	334214	SCORZO, MICHAEL	PZSC COOKING INSTRUCTOR	300.00
07/31/2026	334215	SENIOR SERVICES, INC.	FY 2025-26 HUMAN SERVICES BOARD	6,864.23
07/31/2026	334216	SENIOR SERVICES, INC.	PZSC 2026 CENTENARIAN BRUNCH	3,420.00
07/31/2026	334217	SHEPHERD'S CENTER OF GREATER KALAMA	FY 2025-26 HUMAN SERVICES BOARD	5,000.00
07/31/2026	334218	SITEONE LANDSCAPE SUPPLY LLC	IRRIGATION REPAIR SUPPLIES	153.12
07/31/2026	334219	SMITH, EDWARD	RAMONA BEACH PARKING REFUND	45.00
07/31/2026	334220	SMITH, NANCY	PZSC ART INSTRUCTOR	400.00

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Check Date	Check	Vendor Name	Description	Amount
07/31/2026	334221	SOLITUDE LAKE MANAGEMENT, LLC	AUSTIN LAKE HERBICIDE APPLICATION	15,620.00
07/31/2026	334222	SPIRIT SHOPPE, INC.	FIRE UNIFORMS	170.00
07/31/2026	334223	SROA CAPITAL FUND IX HOLDCO, LLC	EASEMENTS - PORTAGE ROAD 360 PHASE 1	15,731.00
07/31/2026	334224	ST. BARNABAS EPISCOPAL CHURCH	FY 2025-26 HUMAN SERVICES BOARD	2,000.00
07/31/2026	334225	STATE OF MICHIGAN (DOT)	AUSTIN LAKE TRAIL CONSTRUCTION	49,954.15
07/31/2026	334226	STATE SYSTEMS RADIO, INC	ANTENNA - LOADER	371.70
07/31/2026	334227	STEENSMA LAWN & POWER EQUIPMENT	EXMARK LAZER S MOWER	16,595.82
07/31/2026	334228	SUITS U TAILOR SHOP INC	MISC UNIFORM TAILORING 2025-26	2,118.00
07/31/2026	334229	T-MOBILE USA INC	MISC CELL PHONE CHARGES	3,355.78
07/31/2026	334230	TM ASPHALT SEALING LLC	SEALCOAT & STRIPING CH PARKING LOT	6,300.00
07/31/2026	334231	TUTTLE, MILES	PZSC TRIP DEPT REFUND 07.16.26	350.00
07/31/2026	334232	TWELVE BASKETS FOOD PANTRY	FY 2025-26 HUMAN SERVICES BOARD	11,000.00
07/31/2026	334233	UNITED DISTRIBUTION GROUP	RAMONA CONCESSION SUPPLIES	715.62
07/31/2026	334234	VANGRESSEN, TRUDY	EASEMENTS - PORTAGE ROAD 360 PHASE 1	107.00
07/31/2026	334235	VENEGAS, JACQUELINE MICHELE	PZSC SOUND BATH INSTRUCTOR	608.52
07/31/2026	334236	VERHAGE FRUIT FARMS	SNAP AND DUFEB REIMBURSEMENT	52.00
07/31/2026	334237	VERIZON WIRELESS	WIRELESS CARDS	558.37
07/31/2026	334238	VERMEER OF MICHIGAN INC	STUMP GRINDER REPAIR	477.56
07/31/2026	334239	WEBSTER, ANN	REIMBURSEMENT FOR IRRIGATION DAMAGES	131.69
07/31/2026	334240	WEDEL'S INC.	PZSC 2026 CENTENARIAN BRUNCH	1,836.77
07/31/2026	334241	WHITEHEAD, SANDRA	PZSC TRIP DEPT REFUND 07.22.26	50.00
07/31/2026	334242	WILKINS, BRELYNN	HAYLOFT THEATRE FEES REFUND	290.00
07/31/2026	334243	YONKER, SANDRA	SCHRIER BLD DEPOSIT REFUND	150.00
07/31/2026	334244	YOUNG MEN'S CHRISTIAN ASSOCIATION	YOUTH TENNIS CAMP SESSION 2	624.00
07/31/2026	334245	ZOLMAN TIRE INC.	REPAIR & MAINTENANCE SUPPLIES	587.64
Total Paper Checks				1,403,026.04

Check Type: Auto-Pay Payments

07/13/2026	CONSUMERS ENERGY	GAS-ELECTRIC	890.97
07/14/2026	CONSUMERS ENERGY	GAS-ELECTRIC	14,334.01
07/15/2026	CONSUMERS ENERGY	GAS-ELECTRIC	380.50
07/15/2026	PRINCIPAL LIFE	UNION PENSIONS	51,100.60
07/16/2026	MISSIONSQUARE	EMPLOYER RETIREMENT CONTRIBUTIONS	84,204.45
07/22/2026	EMPOWER	EMPLOYEE RETIREMENT WITHHOLDINGS	57,266.22

ACCOUNTS PAYABLE REGISTER
Check Dates From: 7/12/2026 to 8/01/2026

Page 17 of 17

Check Date	Check	Vendor Name	Description	Amount
07/29/2026		CONSUMERS ENERGY	GAS-ELECTRIC	129.50
07/29/2026		EMPOWER	EMPLOYER RETIREMENT CONTRIBUTIONS	14,106.02
07/30/2026		CONSUMERS ENERGY	GAS-ELECTRIC	622.90
Total Auto-Pay Payments				223,035.17
Check Type: Electronic Payments				
07/08/2026		ASU GROUP	WORKERS COMP FUNDING	21,399.60
07/10/2026		MULTIPLE	PPCOA, PPOA PENSION PAYMENTS	1,200.00
07/10/2026		SBF	POSTAGE - SUMMER TAX BILLS	9,744.85
07/13/2026		SBF	POSTAGE - WATER/SEWER BILLS	407.74
07/14/2026		SBF	POSTAGE - WATER/SEWER BILLS	202.02
07/15/2026		MULTIPLE	PPCOA, PPOA PENSION PAYMENTS	72,413.65
07/21/2026		ADP	7/23/26 PAYROLL CASH - WIRE	616,320.13
07/24/2026		ARGENT	DEBT SERVICE FEES	750.00
07/24/2026		MULTIPLE	WEEKLY TAX DISBURSEMENT 7/17/26	1,037,920.28
07/31/2026		MULTIPLE	WEEKLY TAX DISBURSEMENT 7/24/26	2,079,013.13
07/31/2026		SBF	POSTAGE - WATER/SEWER BILLS	1,461.95
Total Electronic Payments				3,840,833.35
Grand Total				8,024,168.85

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Portage Road 360 - Phase 1 Trail Acquisition

SUPPORTING PERSONNEL: Kendra Gwin, Director of Transportation & Utilities

ACTION RECOMMENDED: Approve the purchase of 0.029 acres of 9718 Portage Road and 0.023 acres of 9735 Portage Road for a multi-use trail along Portage Road in the amount of \$10,919 and authorize the Acting City Manager to execute all documents related to this action on behalf of the city.

The Portage Road 360 project includes the installation of a 10-foot-wide multi-use trail along both sides of Portage Road from East Osterhout Avenue to East Centre Avenue to be installed in conjunction with the road improvements on Portage Road. For Phase 1, the city has secured the necessary easements for the trails, with the exception of 9718 Portage Road and 9735 Portage Road, both of which are under the same ownership. Negotiations for the acquisition of remaining property needed for the trail installation have been ongoing with the property owner, which includes 0.029 acres of 9718 Portage Road and 0.023 acres of 9735 Portage Road. In lieu of a trail easement, the property owner is willing to sell the necessary strips of land to the city.

A Boundary Survey for Land Division and Valuation Statement has been completed for each property and a Good Faith Offer of \$6,089 for 9718 Portage Road and \$4,830 for 9735 Portage Road were accepted by the landowner.

Therefore, it is recommended that City Council approve the purchase of 0.029 acres of 9718 Portage Road and 0.023 acres of 9735 Portage Road for the trail along Portage Road in the amount of \$10,919 and authorize the Acting City Manager to execute all documents related to this action on behalf of the city.

FUNDING: Sufficient funding exists in the Fiscal Year 2025-2026 Capital Improvement Program budget.

Attachments:

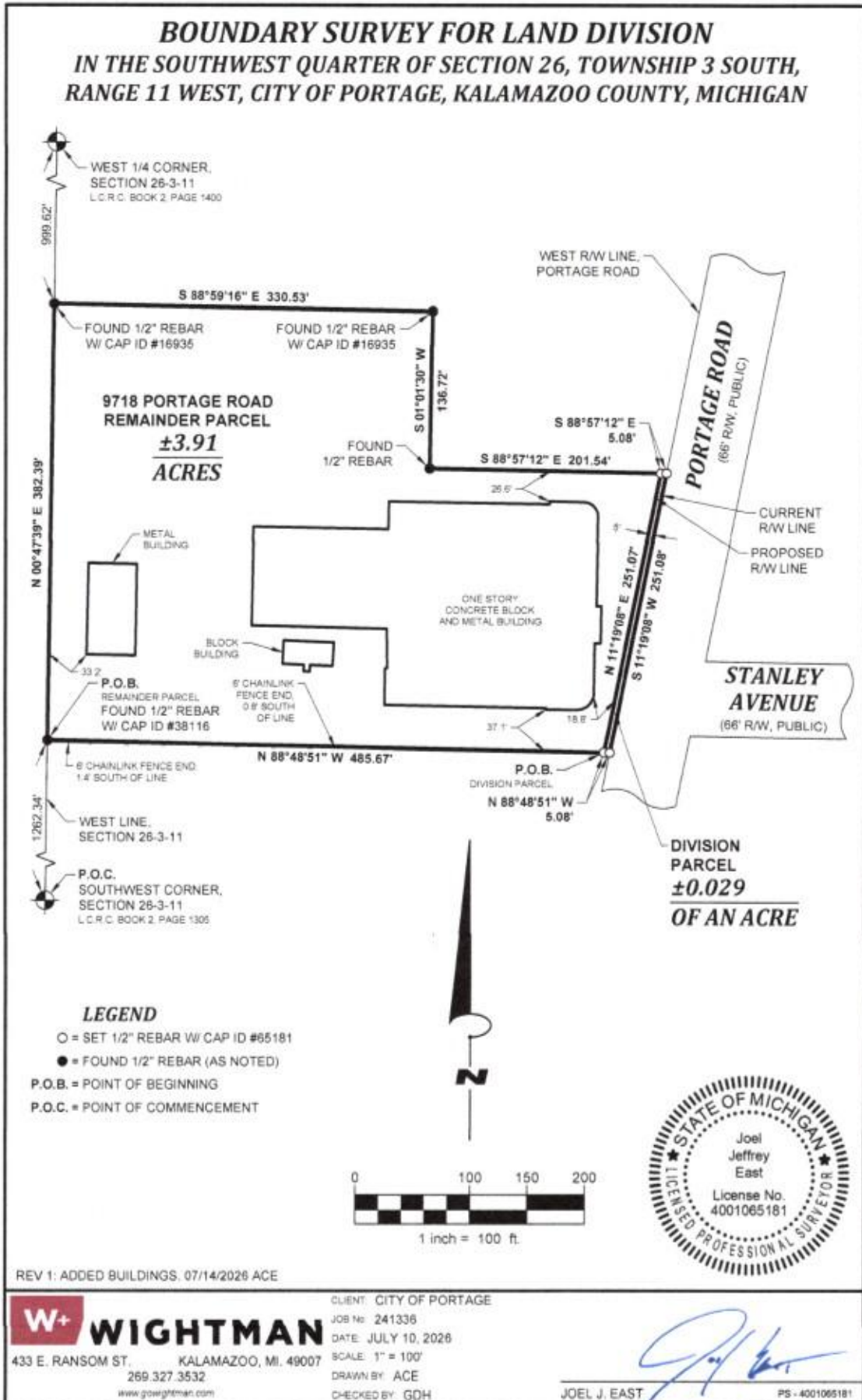
1. 9718 Portage Road survey
2. 9735 Portage Road survey

23

SW 1/4

Act 288 of 1967 and act 591 of 1996 of the Michigan Public Acts should be checked to see that any property conveyance does not violate these acts.

SHEET 1 OF 2



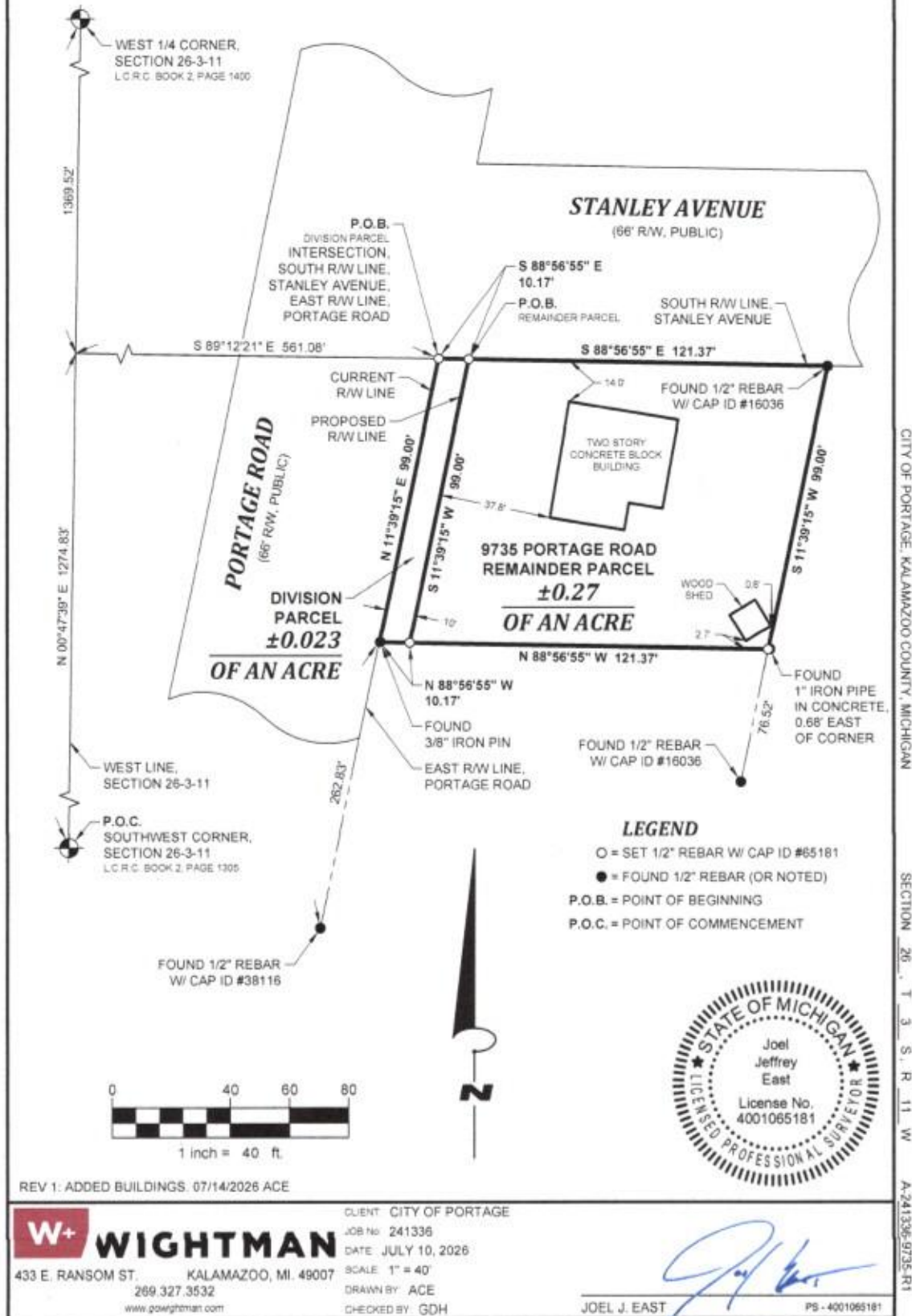
#58

SW 1/4

Act 288 of 1967 and act 591 of 1996 of the Michigan Public Acts should be checked to see that any property conveyance does not violate these acts.

SHEET 1 OF 2

**BOUNDARY SURVEY FOR LAND DIVISION
IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH,
RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN**



TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Construction of the Phase III homes of Stanwood Crossings

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer
Jonathon Hallberg, Deputy Director of Economic Development
Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Authorize the third phase of construction consisting of nine houses within the Stanwood Crossings Workforce Housing project at 9617 Portage Road, and authorize the Acting City Manager or designee to enter into construction agreements for each house.

The City of Portage is in the process of establishing the Stanwood Crossings Community Land Trust (CLT) to expand homeownership opportunities for individuals and families who have been priced out of the current housing market. In 2025, the first phase of this effort authorized construction of twelve houses within the Stanwood Crossings workforce housing at 9617 Portage Road. The home building construction was staggered over the course of 2025 and the first half of 2026. In March 2026, the Council authorized the construction of 12 additional homes with the current status being: three completed, three to be completed in September, three to be completed in November and the remaining three completed in approximately February 2027.

To date, Stanwood Crossings has generated interest in 20 homes, with five being sold, seven contracts pending closing, and eight purchasers approved & waiting in line. There are also several people who have gone through the Kalamazoo Neighborhood Housing Services (KNHS) class, been income qualified and approved for purchase. People continue to be approved on an ongoing basis through the KNHS process.

With homes from the first and second phases sold or committed to buyers, it is recommended to authorize construction for the next nine homes in an effort to continue interest and keep a ready supply for Spring of 2027. Building for the next nine homes will be staggered in batches of three in an effort to keep new homes available on a regular cycle. By starting phase three now, the City is locking in the 2026 pricing and avoiding winter construction costs for foundation work that were incurred during winter of 2025.

There will be a mix of homes selected from the four basic designs of the houses, with Models A&B being single-story ranch-style and Models C&D being two-story. Each of the four models has at least three different variations (see the attached facade drawings). In the first phase, each model was allocated three units to construct. In the second phase, the City authorized four Model B's and two Model C's. It became apparent that approved buyers preferred the single-story options, Models A&B. Reflecting the preferences for one-story homes from the second phase, the mix for phase 3 will be three, two-story homes (two Model D's and one Model C) and six ranch-style homes (two model A's and four model

B's).

Any Phase 3 home contracts that are executed in 2026 will still be sold at 2026 prices. The cost to the city for each version of the house is provided in the attached document, with a total cost of \$2,942,201 for the nine homes. Before construction begins on each home, the city will enter into a construction agreement specifying the home's design, lot location, and interior & exterior colors. As stated above, the city intends to continue to set a staggered start for the next phase of homes. The construction agreements will follow the Master Construction Agreement, which is an exhibit to the AVB development agreement that the City Council approved in 2025.

The city's involvement is critical to the establishment of the CLT and represents a key step in supporting homeownership for residents within the median income range. After approximately \$5 million in grants and other funds expended, the Capital Improvement Fund will cover the upfront capital expenditures needed to complete the project. The Capital Improvement Fund will be reimbursed from future Brownfield property taxes generated by the new development over the course of an estimated 18 years. From the grant sources, \$3.5 million is committed from Kalamazoo County through the Housing for All Grant and county American Rescue Plan Act (ARPA) funds, a \$1 million Housing & Urban Development (HUD) grant for infrastructure, as well as through proceeds from future home sales. The City has received \$1.5 million in grants for the infrastructure, which came in about \$300,000 under budget and has also started to receive Housing for All grant funds for the initial homes sold.

It is therefore recommended that City Council authorize the construction of the third phase consisting of nine houses of the Stanwood Crossings Workforce Housing project at 9617 Portage Road, and authorize the Acting City Manager or designee to enter into construction agreements for each house.

FUNDING: Sufficient funding exists in the Capital Improvement Fund.

Attachments:

1. Stanwood Crossings Housing Price Sheet 2026
2. All House Options Stanwood
3. Stanwood Crossings Housing Types Presentation pdf
4. Stanwood Lot Status Map

STANWOOD CROSSINGS HOUSES

2026

PLAN VERSION	SQ FEET	BEDROOM S	BATH S		PRICE
A1 Ranch	1206 SF	2	2	\$	301,724
A2 Ranch	1206 SF	2	2	\$	305,022
A3 Ranch	1206 SF	2	2	\$	310,016
B1 Ranch	1353 SF	3	2	\$	320,344
B2 Ranch	1353 SF	3	2	\$	320,677
B3 Ranch	1353 SF	3	2	\$	318,435
C1 - 2 STORY	1504 SF	3	2.5	\$	336,741
C2 - 2 STORY	1504 SF	3	2.5	\$	337,590
C3 - 2 STORY	1504 SF	3	2.5	\$	338,424
D1 - 2 STORY	1696 SF	3	2.5	\$	355,715
D2 - 2 STORY	1696 SF	3	2.5	\$	356,429
D3 - 2 STORY	1696 SF	3	2.5	\$	358,818
D4 - 2 STORY	1696 SF	3	2.5	\$	357,395

Price Quotes: 1/29/2026

Home Construction Plans Dated: 12/17/2024

Exterior and Interior Packages Dated: 12/27/2024

Model A1



Model A2



Model A3



Model B1



Model B2



Model B3



Model C1



Model C2



Model C3



Model D1



Model D2



Model D3



Model D4



Stanwood Crossings Neighborhood Mix





Model A1 – 2 Bedrooms, 2 Baths



Model B1 – 3 Bedrooms, 2 Baths



Model C1 – 3 Bedrooms, 2.5 Baths



Model D1 – 3 Bedrooms, 2.5 Baths



Add'l. Buyers are waiting
for: 1 Ash, 1 Dellwood

Stanwood Crossings Home Sales and Construction



TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Industrial Tax Abatement from Depatie Fluid Power Company (5960 S. Sprinkle Road, Suite 1) Industrial Development District No. 97

SUPPORTING PERSONNEL: Jonathon Hallberg, Deputy Director of Economic Development
Aaron Powers, City Assessor
Erica Eklov, City Clerk

ACTION RECOMMENDED: Accept the application for an industrial tax abatement from Depatie Fluid Power Company for shared property located at 5960 S. Sprinkle Road, Suite 1, under the existing Industrial Development Districts No. 97, and set a public hearing on the Industrial Facilities Exemption Certificate for August 25, 2026.

Attached is an application from Depatie Fluid Power Company to obtain an Industrial Facilities Tax Abatement Certificate within Industrial Development District (IDD) No. 97 and at 5960 S. Sprinkle Road. 5960 S. Sprinkle Road is a renovated and expanded industrial property at the northeast corner of Sprinkle Road and Milham Ave. under a site condominium master deed. A new 61,200-square foot warehouse and a 6,600-square foot mezzanine are being added to a renovated office space of 10,500 square feet. The condominium consists of two suites: Suite 1 occupies 45,225 square feet of the new warehouse space, including 6,600 square feet of mezzanine space in the new warehouse and 10,550 square feet of renovated office space; Suite 2 occupies 16,875 square feet of new warehouse flex space. Total square footage is 79,250.

Depatie Fluid Power Company was founded in 1956 to address fluid power automation, serving the hydraulic, pneumatic power, and fluid connector needs of its customers across Western Michigan and Northern Indiana. Depatie is headquartered in Portage, but its operations are currently spread amongst three different buildings. The current development proposal has Depatie consolidating its operations into one location with the occupancy of Suite 1 as a tenant.

Milham Corners LLC is the owner of the property and is also requesting a certificate for Suite 2 under a separate agenda item as a speculative endeavor and the certificate will be held in abeyance until it is transferred to a tenant in accordance with PA 198.

The State Tax Commission has confirmed that each unit is required to submit an application for an abatement. The proposed Depatie project includes the following components:

1. Occupancy of Suite 1, of which 51,825 square feet is eligible for the PA 198 industrial facilities tax abatement for up to 9 years. The renovated office space is not included.

2. Purchase of new equipment, fixtures, furniture and other personal property valued at \$3.2 million. However, these improvements are considered Eligible Manufacturing Personal Property (EMPP) and are exempt from local taxation.
3. Creation of 63 new full-time jobs with an average annual salary of \$63,000. With these new jobs, the number of full and part-time positions will increase from 86 to 149.
4. The total level of investment in real property improvements in the portion to be occupied is approximately \$4.8 million.

Construction commenced on December 9, 2025, and is expected to be completed by year's end.

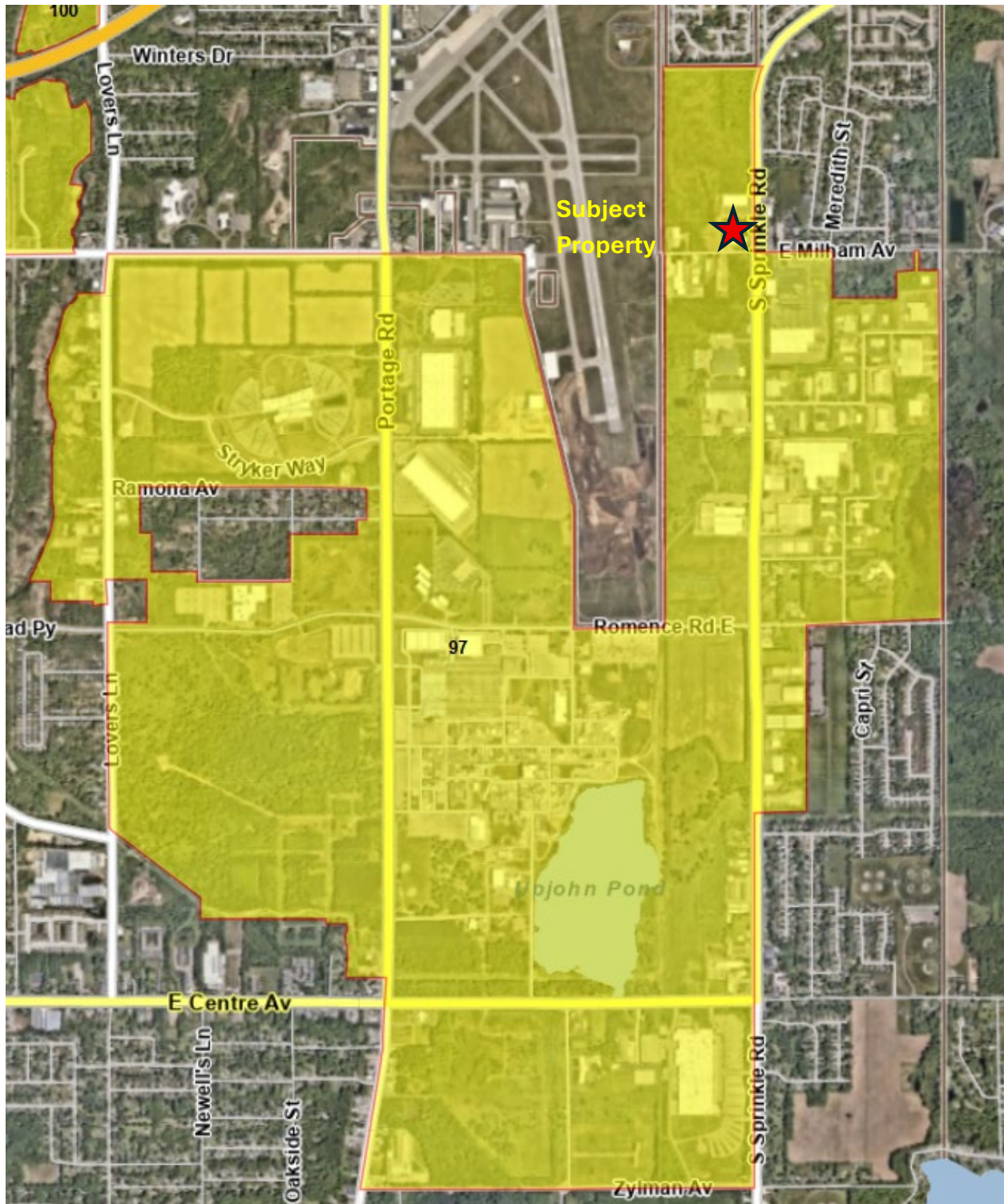
The adopted City of Portage Industrial Tax Abatement Incentive Policy states the term for an Industrial Facilities Exemption Certificate involving real property is up to six years. Council may grant one additional three-year period if the applicant meets one of several criteria. One of the criteria involves the creation of at least 25 new jobs, all of which will have an annual salary above 80% of the Kalamazoo County Area Median Income for a one-person household, which is \$59,040. Information provided by the applicant indicates that 63 new jobs will be created and will have an average annual salary of \$63,000. As a result, Depatie Fluid Power Company is eligible for an additional three-year abatement period for a total of nine years. Additionally, PA 198 allows for up to two additional years during the construction period. Depatie Fluid Power Company will be allowed an additional year while under construction.

As such, it is recommended that City Council accept the requests from Depatie Fluid Power Company for the property located at 5960 S. Sprinkle Road, Suite 1, under the existing Industrial Development District No. 97, and set a public hearing on the Industrial Facilities Exemption Certificates for August 25, 2026.

FUNDING: Not applicable

- Attachments:**
1. Industrial Development District 97
 2. 5960 Sprinkle Suite 1 Updated Compilation of IFT Application docs
 3. Milham Corners EGLE letter
 4. 5960 Sprinkle Master Deed Affidavit
 5. Tax Abatement Agreement
 6. Affidavit of Fees
 7. Resolution #3

Industrial Development District 97





Portage City Council
7900 South Westnedge Ave
Portage, MI 49002

Dear Portage City Council

Depatie Fluid Power Group has been in business for over sixty years serving the hydraulic and pneumatic power needs of thousands of customers across Western Michigan and Northern Indiana. As a certified Parker Tri-Technology distributor across Hydraulics, Pneumatics, and Fluid Connectors, Depatie has the product and expertise to serve their customers. Depatie has expanded manufacturing capabilities to include fabrication equipment and skill sets for welding, metalworking, tube bending, painting, and a wide range of custom hose crimping to support new product development along with production of uniquely designed fluid power systems and subsystems.

Depatie Headquarters' footprint in Portage is currently spread across three different buildings. As part of their growth plans the company would like to consolidate their operations into one building to allow for more efficiencies and grow their business through increased custom full solution services. Currently Milham Corners LLC is planning to construct a 61,200 square feet addition on site of an obsolete building located at 5960 S. Sprinkle Road. Inside the building will be divided into two condos. The Depaite condo will have a footprint of 45,225 square feet, plus 6,600 square feet, mezzanine, with a total cost approximately \$4,809,000. The new building will lead to the creation of approximately 63 new jobs and the retention of 83 with an average annual compensation of \$63,000. The second condo will be 16,875 square feet with a projected cost of \$1,566,000. At this point we have not finalized a lease with any tenant and therefore we cannot provide an estimate of future employees or their compensation.

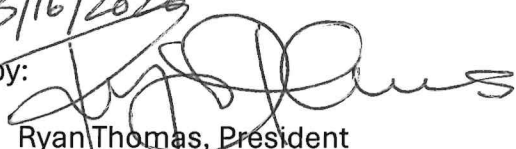
The full list of personal property has not been finalized as we will continue to purchase equipment to further or focus on developing customizing solutions for our customers. Our plans include approximately \$3.2 million in equipment.

Depatie Fluid Power Group requests that the City consider approving the attached Industrial Facilities Exemption Application be approved for construction of a new facility on land in Industrial Development District 97. Depatie appreciates the support and consideration of the City of Portage and looks forward to further growth within the community.



Depatie Fluid Power Company is compliant with applicable environmental requirements and is not under any enforcement action by the Michigan EGLE or US EPA

Date: 3/16/2024

Signed by: 
Ryan Thomas, President

Depatie Fluid Power Company

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit
STC Use Only	
Date Received by Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Depatie Fluid Power Company	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3499	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 5960 S Sprinkle Rd, suite 1	1d. City/Township/Village (indicate which) Portage	1e. County Kalamazoo
2. Type of Approval Requested ☒ New (Sec. 2(5)) ☐ Speculative Building (Sec. 3(8)) ☐ Research and Development (Sec. 2(10))	☐ Transfer ☐ Rehabilitation (Sec. 3(6)) ☐ Increase/Amendment	3a. School District where facility is located Portage Public Schools 3b. School Code 39140
4. Amount of years requested for exemption (1-12 Years) 12+1		

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general e restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if
45,225 Sq Ft FACILITY AND A 6.600 Sq Ft MEZZANINE, SPECIALITY FABRICATION, ASSEMBLE, AND TESTING.SPEICLITYEQUIPMENT: WELDING, METAL WORKING TUBE BENDING, HOSE CRIMPING, AND CNC HOSE CUTTING.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	4,809,000 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	4,809,000 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	10/15/2025	05/31/2026	☐ Owned ☒ Leased
Personal Property Improvements			☐ Owned ☐ Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. No. of existing jobs at this facility that will be retained as a result of this project. 83	10. No. of new jobs at this facility expected to create within 2 years of completion. 63
---	---

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	
b. TV of Personal Property (excluding inventory)	
c. Total TV	

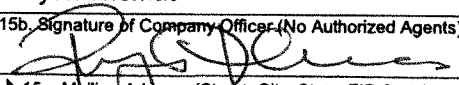
12a. Check the type of District the facility is located in:
☒ Industrial Development District ☐ Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 3/05/2024 Dist 97	12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No
---	---

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name David Scott	13b. Telephone Number (269) 207-4352	13c. Fax Number	13d. E-mail Address dscott@depatie.com
14a. Name of Contact Person David Scott	14b. Telephone Number (269) 207-4352	14c. Fax Number	14d. E-mail Address dscott@depatie.com
▶ 15a. Name of Company Officer (No Authorized Agents) Ryan Thomas			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number	15d. Date
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 5960 S Sprinkle Rd Portage, MI 49002		15f. Telephone Number (269) 324-2850	15g. E-mail Address ryan.thomas@depatie.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit ☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion ☐ Yes ☐ No ☐ Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or indicate N/A if Not Applicable ☐ 1. Original Application plus attachments, and one complete copy ☐ 2. Resolution establishing district ☐ 3. Resolution approving/denying application. ☐ 4. Letter of Agreement (Signed by local unit and applicant) ☐ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or indicate N/A if Not Applicable ☐ 1. Notice to the public prior to hearing establishing a district. ☐ 2. Notice to taxing authorities of opportunity for a hearing. ☐ 3. List of taxing authorities notified for district and application action. ☐ 4. Lease Agreement showing applicants tax liability.		
16c. School Code		
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk 	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

		Depatie	Condo 2	Total
Square feet.		51,825	16,875	68,700
		75.44%	24.56%	100.00%
AR	\$40,000	\$30,175	\$9,825	\$40,000
Steel shell and general construction.	\$3,882,321	\$2,928,694	\$953,627	\$3,882,321
Electrical	\$459,000	\$346,254	\$112,746	\$459,000
Financing	\$255,000	\$192,364	\$62,636	\$255,000
Grinding fee	\$66,000	\$49,788	\$16,212	\$66,000
Fire Protection	\$189,200	\$142,726	\$46,474	\$189,200
Site work	\$691,000	\$521,267	\$169,733	\$691,000
Paving	\$141,000	\$106,366	\$34,634	\$141,000
Bathroom and add divider	\$150,000	\$113,155	\$36,845	\$150,000
Other costs.	\$30,000	\$22,631	\$7,369	\$30,000
Contingent	\$371,426	\$280,191	\$91,235	\$371,426
Landscaping.	\$100,000	\$75,437	\$24,563	\$100,000
	\$6,374,947	\$4,809,048	\$1,565,899	\$6,374,947

H=Hourly

S=Salary

"Red Circle" at max and give lump sum % at CAR if performance is high

Salary Grad	Min	Mid-Point	Max	Title	Target Bonus		Outside Sales			
1H	\$18.00	\$20.00	\$24.00	Assembler I	N/A		Title	Draw	Commission	Opportunity Bonus
				Driver			Associate Sales Representative			5%
				Warehouse Associate I			Sales Representative			5%
				Maintenance Associate I			Product Specialist			5%
				Interns			Key Account Manager			5%
2H	\$20.00	\$24.00	\$28.00	Assembler II	N/A		Territory Manager			
				Warehouse Associate II			District Manager			
				HR Coordinator			Regional Manager			
				Accounting Clerk			Retail Sales			
				Maintenance Associate II			Title	Base	Commission	Bonus
3H	\$24.00	\$29.00	\$37.00	Assembly Technician (M)	N/A		On-line Sales Representative			
				Assembly Lead			Parker Store Representative			\$500.00 per Quarter
				Warehouse Lead			Parker Store Technician			\$500.00 per Quarter
				Mechanic			Parker Store Manager			\$500.00 per Quarter
				Machinist			Retail Manager			\$500.00 per Quarter
4S	45,000	55,000	65,000	Welder	2-5%					
				Service Lead						
				Accounting Analyst						
				Business Development R						
				Engineering Technician						
5S	52,500	65,625	78,750	Inside Sales Representative	3-6%					
				Marketing Associate						
				Assembly Supervisor						
				Warehouse Supervisor						
				Service Supervisor						
6S	65,625	82,031.25	98,437.50	Senior Buyer/ Planner	4-7%					
				Business System Analyst						
				Buyer/Planner						
				Marketing Associate						
				Senior Inside Sales Repre						
7S	82,031.25	102,538.94	123,046.86	Sales Analyst	5-8%					
				Senior Marketing Associ						
				Senior HR Generalist						
				Purchasing Specialist						
				Planning Specialist						
8S	102,539	128,174	153,808	Commodity Manager	6-10% or as agreed upon outside of wage scale					
				HR Generalist						
				Continuous Improvement						
				Safety & EHS Manager						
				Project Manager						
9S	N/A	N/A	N/A	Supply Chain Supervisor	N/A					
				Senior Accounting Analyst						
				Senior Pricing Analyst						
				Senior Business Systems Engineer						
				Senior Sales Analyst						
9S	N/A	N/A	N/A	Inside Sales Supervisor	N/A					
				Accounting Supervisor						
				Business System Admini						
				Senior Engineer						
				Supply Chain Manager						
9S	N/A	N/A	N/A	HR Manager	N/A					
				Inside Sales Manager						
				Finance Manager						
				Accounting Manager						
				Business Systems Manag						
9S	N/A	N/A	N/A	Business Development M	N/A					
				Branch Operations Man						
				Principle Engineer						
				Quality Assurance Mana						
				Engineering Manager						
9S	N/A	N/A	N/A	Director, Operations	N/A					
				Director, Engineering						
				Director, Sales & Market						
				Director, Human Resour						
				Director, Quality						
9S	N/A	N/A	N/A	Director, Business Devel	N/A					
				Director, Finance						
				President/GM						

Headcount-Depatie Fluid Power Portage, MI

1/1/25-12/31/25	
Total Emp	FTE Avg
81	81.5

1/1/26-3/1/26	
Total Emp	FTE Avg
82	82.7

1/1/26-3/1/26	
Total Emp	FTE Avg
82	82.7

3/1/26-1/1/29 (Headcount Additions)							
Title	FTE	Min	Mid	Max	Bonus		Level
Electrical Engineer	1	\$65,625.00	\$82,031.25	\$98,437.50	4-7%	\$4,101.56	Degree
Manufacturing Engineer	1	\$65,625.00	\$82,031.25	\$98,437.50	4-7%	\$4,101.56	Degree
Controls Engineer	1	\$65,625.00	\$82,031.25	\$98,437.50	4-7%	\$4,101.56	Degree
Business Systems Manager	1	\$82,031.25	\$102,538.94	\$123,046.86	5-8%	\$6,152.34	
Supply Chain Manager	1	\$82,031.25	\$102,538.94	\$123,046.86	5-8%	\$6,152.34	
New Product Development	2	\$65,625.00	\$82,031.25	\$98,437.50	Commssion		Certs or Degree
Application Engineer	4	\$65,625.00	\$82,031.25	\$98,437.50	4-7%	\$4,101.56	Degree
Quality Manager	1	\$82,031.25	\$102,538.94	\$123,046.86	5-8%	\$6,152.34	Degree
Quality Engineer	1	\$65,625.00	\$82,031.25	\$98,437.50	4-7%	\$4,101.56	Degree
Regional Manager	2	\$82,031.25	\$102,538.94	\$123,046.86	Commssion		Degree
Outside Sales Reps	5	\$65,625.00	\$82,031.25	\$98,437.50	Commssion		Certs or Degree
Inside Sales Reps	6	\$45,000.00	\$55,000.00	\$65,000.00	2-5%	\$1,650.00	Non-Degree
Parker Store Rep	4	\$45,000.00	\$55,000.00	\$65,000.00	Commssion		Non-Degree/Certs
Pricing Analyst	1	\$52,500.00	\$63,000.00	\$72,000.00	2-5%	\$1,890.00	Degree
Project Manager	1	\$65,625.00	\$82,031.25	\$98,437.50	4-7%	\$4,101.56	Degree
Marketing Associate	1	\$52,500.00	\$63,000.00	\$72,000.00	2-5%	\$1,890.00	Degree
Purchasing Specialist	1	\$65,625.00	\$82,031.25	\$98,437.50	4-7%	\$4,101.56	Degree
Buyer	1	\$52,500.00	\$63,000.00	\$72,000.00	2-5%	\$1,890.00	Degree
Business Systems Analyst	2	\$52,500.00	\$63,000.00	\$72,000.00	2-5%	\$1,890.00	Degree
HR Generalist/Benefits	1	\$65,625.00	\$82,031.25	\$98,437.50	3-6%	\$4,101.56	Degree
Accounting Analyst	2	\$45,000.00	\$54,000.00	\$65,000.00	2-5%	\$1,620.00	Non-Degree
Assemblers	11	\$18.00	\$20.00	\$24.00	N/A		Non-Degree
Warehouse Associates	6	\$18.00	\$20.00	\$24.00	N/A		Non-Degree
Machine Builders	2	\$24.00	\$29.00	\$37.00	N/A		Non-Degree
Engineer Intern	1.5	\$18.00	\$20.00	\$24.00	N/A		Degree in process
Supply Chain Intern	0.5	\$18.00	\$20.00	\$24.00	N/A		Degree in process
Marketing Intern	0.5	\$18.00	\$20.00	\$24.00	N/A		Degree in process
Business Systems Intern	0.5	\$18.00	\$20.00	\$24.00	N/A		Degree in process
Human Resources Intern	0.5	\$18.00	\$20.00	\$24.00	N/A		Degree in process
Accounting Intern	0.5	\$18.00	\$20.00	\$24.00	N/A		Degree in process
Total Portage FTE Adds	63						

Depatie Fluid Power; Portage, MI

Personal Property Asset Listing

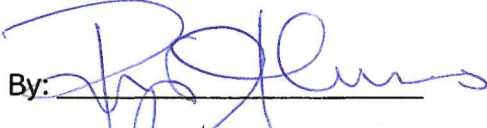
<u>Qty</u>	<u>Item</u>	<u>Cost/ea</u>	<u>Total Cost</u>
2	Industrial Hose Saws	50,000	100,000
4	Assembly Cells	25,000	100,000
2	Automated Hose Crimping Machine	750,000	1,500,000
1	inventory carousel system	1,500,000	1,500,000
Total			3,200,000

ENVIRONMENTAL COMPLIANCE CERTIFICATE

In connection with the submission of an Industrial Facility Tax Exemption Certificate for the property located at 5960 South Sprinkle Road, Portage Michigan 49002 USA, the undersigned state and certify as to the following:

Depatie Fluid Power Company, a limited liability company, states and certifies that the property located at 5960 South Sprinkle Road, Portage Michigan is (i) not subject to an enforcement action by the Michigan Department of Environmental, Great Lakes and/or Energy of the US Environmental Protection Agency: and (ii) to the knowledge of the undersigned, the property is in compliance with applicable environmental requirements.

In Witness Whereof, the undersigned has executed this Certificate of March 17, 2026.

By: 

Title: RYAN THOMAS, PRESIDENT

Depatie Fluid Power Company, a Michigan Limited Liability Company

State of Michigan}

County of Kalamazoo}

Acknowledged before me in Kalamazoo County, Michigan, on MARCH 17 2026, by Ryan Thomas, President of Depatie Fluid Holdings Company, a Michigan limited liability company, on the behalf of the company.

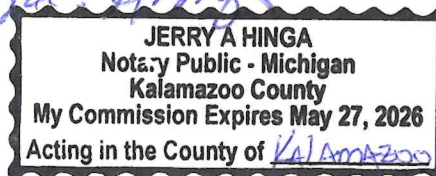
Notary Public Signature 

Print _____

Title _____

My commission expires: _____

Acting in the County of Kalamazoo, Michigan





MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION

NOTICE OF INTENT TO ESTABLISH CONDOMINIUM PROJECT

Issued under authority of Public Act 59 of 1978, as amended, Section 71

"Sec. 71. Not less than 10 days before taking reservations under a preliminary reservation agreement for a unit in a condominium project, recording a master deed for a project, or beginning construction of a project which is intended to be a condominium project at the time construction is begun, whichever is earliest, a written notice of proposed action shall be provided to each of the following:

- A. The appropriate city, village, township, or county.*
- B. The appropriate county road commission and county drain commissioner.*
- C. The Department of Environment, Great Lakes, and Energy.*
- D. The state transportation department."*

Project Name: Milham Road Condominium	County: Kalamazoo
City/Township: Portage	Type of Development: New Construction: ☒ Conversion: ☐
The Number of Units: 2	Total Property Size: 6 acre plot; 72,217, ex sq foot building

Applicable rules and information can be found at Michigan.gov/EGLEOnsiteWastewater. The following request for information is intended to facilitate developer notification of proposed action to the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

The completed form should be returned to:

Environmental Health Programs Unit
Attn: Onsite Wastewater Program
Drinking Water and Environmental Health Division
Michigan Department of Environment, Great Lakes, and Energy
P.O. Box 30817
Lansing, Michigan 48909-8311

Name and address of developer:	Milham Corners LLC 8360 Greenfield Shores Scotts, Michigan 49088
Name and address of firm preparing the condominium subdivision plan:	AR Engineering 5725 Venture Park Drive, Suite A Kalamazoo, MI 49009
Legal description of property:	See Attached Exhibit A.

Wastewater System Information:

A. The owner/developer will construct a public wastewater system to serve this project? Yes ☐ No ☒
B. If yes, has the owner/developer obtained the necessary construction permit from EGLE? Yes ☐ No ☒ Permit Number:
C. This project will connect to an existing municipal wastewater treatment system and no new extension is required? Yes ☒ No ☐ Government Entity: City of Portage

- D. Is an extension of an existing municipal wastewater treatment system needed to serve this project?
Yes ☐ No ☒
- E. If yes, has the municipality obtained a construction permit from EGLE?
Yes ☐ No ☒
Permit Number:

Water System Information:

- A. The owner/developer will construct a public water system to serve this project?
Yes ☐ No ☒
- B. If yes, will the water system serve more than 25 people or have more than 15 service connections?
Yes ☐ No ☒
- C. If yes, has the owner/developer obtained the necessary construction permit from EGLE?
Yes ☐ No ☒
Permit Number:
- D. This project will connect to an existing water main that is part of a municipal water system and no new water main extension is required?
Yes ☒ No ☐
Governmental Entity: City of Portage
- E. Is an extension of an existing municipal water system needed to serve the project?
Yes ☐ No ☒
- F. If yes, has the municipality obtained a construction permit from EGLE?
Yes ☐ No ☒
Permit Number:

Individual Onsite Sewage Disposal Systems and/or Individual Well Information:

In accordance with Section 71(a) of the Condominium Act, if public water and public sewers are not available and it is intended that the project will be served by individual onsite sewage disposal systems and/or individual wells, the developer shall submit three copies of the condominium subdivision plan to EGLE or local health department (LHD) that elects to maintain jurisdiction.

- A. Project is intended to be served by individual onsite sewage disposal systems for each unit?
Yes ☐ No ☒
If yes, has the LHD completed their review of the project?
Yes ☐ No ☒
- B. Project is intended to be served by individual wells for each unit?
Yes ☐ No ☒
If yes, has the LHD completed their review of the project?
Yes ☐ No ☒
- C. The required plans will be filed with:
☐ EGLE
Date plans will be filed: _____
☐ The LHD
Date plans will be filed: _____
- D. Has the form; Subdivision and Condominium Site Report (EGLE form EQP1755) been completed and submitted to the LHD for preliminary review if Onsite Sewage or Individual Well proposed? Yes ☐ No ☒

Name: David Scott	Title: Manager, Milham Corners LLC
Signature: 	Date: 4/2/2026

AFFIDAVIT

KALAMAZOO COUNTY CLERK & REGISTER OF DEEDS
201 W Kalamazoo Ave
Kalamazoo MI 49007
269-383-8840

Customer VALUED CUSTOMER

TxId 40246088

7/17/2026 9:44 AM

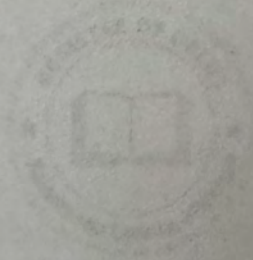
OFFICIAL LAND RECORD

20286204	AVID_20286204	AFFIDAVIT		30.00
		RECORDING FEE	30.00	

Tender Information

3000	CREDIT CARD	\$30.00
	Total Paid:	\$30.00

I hereby certify that the foregoing was received and
recorded on the 17th day of July 2026 at 9:44 AM in the
OFFICIAL PUBLIC RECORDS of Kalamazoo County, Michigan.



[Signature]
Kalamazoo County Clerk/Registrar
Kalamazoo County, Michigan

For Record Keeping
Date: 7/17/2026
Time: 9:44 AM

Page 1 of 1

AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF MICHIGAN)
)ss:
COUNTY OF KALAMAZOO)

David Scott, after first being duly sworn, deposes and says:

1. I have personal knowledge of the facts and matters stated herein.
2. I drafted a certain Master Deed ("Master Deed"), for real property located at 5960 S Sprinkle Road Portage Mi 49002.
3. The Master Deed was dated June 18, 2026, and recorded in the Kalamazoo County Register of Deeds on April 2, 2026, as Document No. 2026-018580.
4. The Master Deed contains several errors, and the purpose of this Affidavit is to amend Master Deed as follows:

Page 8 of the Master Deed Table in Section 5.2 Unit 1 sq ft should be 62,160. The total sq ft should be 79,035. Percentage of values for Unit 1 and Unit 2 should be 78.65% (Unit 1) and 21.35% (Unit 2).

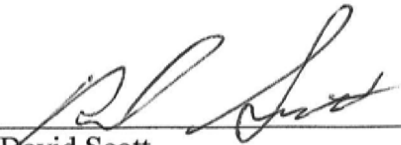
Attachment 04 the square footage on this drawing was deleted.

Attachment 05 the square footage on this drawing was deleted.

Attachment 06 the square footage on this drawing was corrected. These numbers include the measurements for the first floor. The 330 square feet for the elevator was added and is the responsibility of Unit 1.

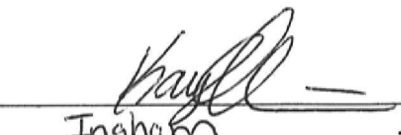
Attachment 07 the square footage on this drawing the mezzanine was corrected to reflect that loss of sq footage due to the stairs and elevator.

Further Affiant sayeth not.



David Scott

On the 17th day of July 2026 before me appeared David Scott, personally known to me to be the person who executed the foregoing instrument and being sworn by me stated that the facts and matters stated therein are true according to the best of his knowledge and belief, and acknowledged to me that he executed the same as his free act and deed. In witness thereto, I have set my hand and seal in the county and state aforesaid the day and year written above.



Ingham, Notary Public
Kalamazoo County, Michigan
My Commission Expires: 6/4/28

KAYLA CHIAMULERA
Notary Public, State of Michigan
County of Ingham
My Commission Expires 06-04-2028
Acting in the County of Kalamazoo

DEED MASTER

2026-018580
KALAMAZOO COUNTY MI
MEREDITH PLACE
REGISTER OF DEEDS

OFFICIAL LAND RECORD

Document Number: 2026-018580

Arrival Date and Time: 6/18/2026 1:03:00 PM

Recording Date and Time: 6/18/2026 1:09:27 PM

GRANTOR: SPRINKLE ROAD CONDOMINIUM

GRANTEE: MILHAM CORNERS LLC

I hereby certify that this instrument was RECEIVED and
RECORDED on the date and times stamped above in the
OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS,
Kalamazoo County, Michigan.



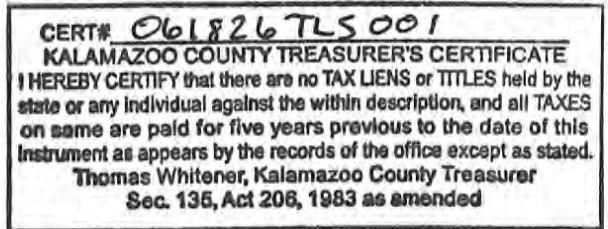
Meredith Place, Clerk/Register
Clerk / Register of Deeds
Kalamazoo County Michigan

For Internal Use ONLY:

DocId: 20279971

TxId: 40240983

Page 1 of 49



**MASTER DEED
OF
MILHAM ROAD CONDOMINIUM ASSOCIATION**
(Pursuant to Act 59, Public Acts of 1978, as amended)

Milham Road Condominium Association Subdivision Plan No. 320 containing:

- (1) Master Deed establishing Sprinkle Road Condominium.
- (2) Exhibit A to Master Deed: Condominium Bylaws.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan.
- (4) Exhibit C to Master Deed: Consent to Submission of Real Property to Condominium Project.
- (5) Exhibit D to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

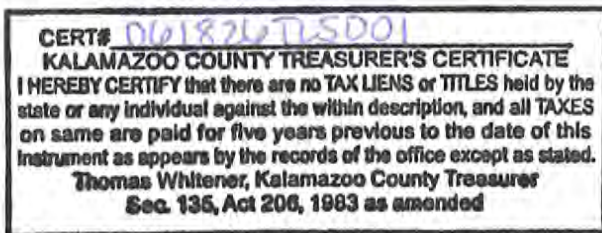
No consideration is given for this Master Deed; as a result, this document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(a).

*This Document Drafted by and
After Recording Return To:*

*David M Scott
9812 W Gull Lake Dr
Richland Mi 49083
269-207-4352*

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/MASTER DEED

of

MILHAM ROAD CONDOMINIUM ASSOCIATION

This Master Deed is signed and delivered on the 2 day of April 2026, **Milham Corners LLC**, a Michigan limited liability company, of 8360 Greenfield Shores, Scotts, Michigan 49088 (the “**Developer**”), upon the terms and conditions set forth below.

Article I. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. The Developer is engaged in the development of a condominium project to be known as **Milham Road Condominium Association**(the “**Project**”), in the City of Portage, Kalamazoo County, Michigan on a parcel of land as described in Article 2, which shall be known as Kalamazoo Condominium Subdivision Plan No. 320.

1.2 Establishment of Condominium. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as **Exhibit A** and the Condominium Subdivision Plan attached as **Exhibit B** to establish the real property described in Article 2, below, as a condominium project (the “**Condominium**”) under the provisions of the Michigan Condominium Act, as amended (the “**Act**”). The Developer does hereby declare that upon the recording of this Master Deed, the Condominium shall be a Project under the Act and the Project shall be held, conveyed, encumbered, leased, rented, occupied, improved or in any other manner used, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses limitations and affirmative obligations contained in this Master Deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators and assigns.

1.3 Project Description. The Project is a business site condominium. The two (2) Condominium units which may be developed in the Project, including the number, boundaries, dimensions and area of the units (the “**Units**”), are shown on the Condominium Subdivision Plan, attached hereto as **Exhibit B**. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project.

1.4 Co-Owner Rights. Each owner of a Unit (“**Co-Owner**”) in the Project shall have an exclusive property right to the Co-owner’s Unit and to the limited common elements which are appurtenant to the Co-owners Unit, and shall have an undivided right to share with other Co-owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

Article II. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land which is being submitted to Condominium ownership in accordance with the provisions of the Act, is described as follows:

5960 South Sprinkle Road Parcel ID: 10-00001-087-B 6.00 Acres
Portage, MI 49002

Legal Description:

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 01, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION, SOUTH 89 DEGREES 52 MINUTES 54 SECONDS WEST 529.03 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 03 SECONDS EAST (PREVIOUSLY DESCRIBED AS NORTH 00 DEGREES 34 MINUTES 24 SECONDS EAST) 497.87 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 18 SECONDS EAST 528.72 FEET TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION; THENCE ALONG SAID 1/4 LINE, SOUTH 00 DEGREES 34 MINUTES 06 SECONDS WEST (PREVIOUSLY DESCRIBED AS SOUTH 00 DEGREES 34 MINUTES 24 SECONDS WEST) 491.44 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY APPARENT OF RECORD. Split/Combined on 12/13/2022 from 00001-087-A;

2.2 Beneficial Easements. Easements are hereby created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility and other easements, to the extent any such easements are described and/or shown below:

- (a) Terms, covenants and conditions contained in a Declaration of Access Easement, disclosed by instrument recorded in Document No. 2023-008007, Kalamazoo County Records.

Article III. DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of the Sprinkle Road Condominium Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

(a) **Act. “Act” or Condominium Act** means the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended, being MCL 559.101 *et seq.*

(b) **Administrator. “Administrator”** means the Michigan Department of Licensing and Regulatory Affairs, which is designated to serve as administrator of the Act.

(c) **Association.** “**Association**” or “**Association of Co-owners**” or “**Condominium Association**” means the Milham Road Condominium Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

(d) **Association Bylaws.** “**Association Bylaws**” means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.

(e) **Common Elements.** “**Common Elements**” means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Article 4 of this Master Deed.

(f) **Condominium Bylaws.** “**Condominium Bylaws**” means Exhibit A to this Master Deed, which are the Bylaws which describe the substantive rights and obligations of the Co-owners.

(g) **Condominium Documents.** “**Condominium Documents**” means this Master Deed with its exhibits, the Articles and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association and any other document which affects the rights and obligations of a Co-owner in the Condominium.

(h) **Condominium Property.** “**Condominium Property**” or “**Property**” means the land described in Article 2, as the same may be expanded or otherwise amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to that Property.

(i) **Condominium Subdivision Plan.** “**Condominium Subdivision Plan**” or “**Subdivision Plan**” means Exhibit B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.

(j) **Condominium Unit.** “**Condominium Unit**” or “**Unit**” means that portion of the Project which is designed and intended for separate ownership and use, as described in this Master Deed.

(k) **Co-owner.** “**Co-owner**” means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including both the vendee(s) and vendor(s) of any land contract of purchase. The term “**Owner**,” wherever used, is synonymous with the term “**Co-owner**”.

(l) **Developer.** “**Developer**” means MILHAM CORNERS LLC, a Michigan limited liability company, which has signed, delivered and recorded this Master Deed, and the successors and assigns of Developer.

(m) **Development and Sales Period.** “**Development and Sale Period**” means the period continuing for as long as the Developer or its successors continue to own and offer for sale or lease any Unit in the Project, excepting any Unit which was previously conveyed by Developer and then repurchased by Developer.

(n) **General Common Elements.** “**General Common Elements**” means those Common Elements described in Section 4.1, if any, which are for the use and enjoyment of all Co-owners in the Project.

(o) **Limited Common Elements.** “**Limited Common Elements**” means those Common Elements described in Section 4.2, which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(p) **Master Deed.** “**Master Deed**” means this document, together with the exhibits attached to it and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

(q) **Percentage of Value.** “**Percentage of Value**” means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-owner’s vote at meetings of the Association and the proportionate share of each Co-owner in the Common Elements of the Project.

(r) **Project.** “**Project**” or “**Condominium**” means Sprinkle Road Condominium, a business site condominium development initially comprised of three (3) Units established under the provision of the Act.

(s) **Transitional Control Date.** “**Transitional Control Date**” means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where such reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate.

Article IV. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) **Real Estate.** The Property referenced in Article 2 of this Master Deed (except for those portions of the Property described in Section 5.1 as constituting a Unit, and except any portion of the Property designated in Section

4.2 as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress and utility installation over, across and through non-Condominium property and/or individual Units in the Project;

(b) **Improvements.** The curb cuts, private roadways and parking spaces, the open spaces and landscape islands, and the lawns, trees, shrubs and other improvements not located within the boundaries of a Unit. All structures and improvements located within the boundaries of a Unit, including but not limited to parking areas and landscaping, shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements;

(c) **Parking Lot Light Poles.** The parking lot light poles, including the base, vertical pole, and light fixture, whether located within the boundaries of a Unit or outside such boundaries;

(d) **Stormwater Flow and Drainage.** The stormwater flow and drainage system throughout the Project;

(e) **Miscellaneous Common Elements.** All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

(f) **Utility Interests.** Some or all of the utility lines, equipment and systems (including mains and service leads) which currently or will service the Units may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the Developer makes no warranty whatsoever with respect to the nature or extent of such lines, equipment and systems.

(g) **Roadways and Parking Areas.** The curb cuts, private roadways and parking spaces, the open spaces and landscape islands, and the lawns, trees, shrubs and other improvements located within the Project;

(h) **Dumpster Areas.** The enclosed space which surrounds one or more dumpsters located within the Project.

4.2 Limited Common Elements. The Limited Common Elements are:

(a) **Utility Service Lines.** The pipes, ducts, wiring and conduits supplying service to or from a Unit, for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunication services, up to and including the point of lateral connection with the Project or the utility line or system owned by the local public authority or company providing the service;

(b) **HVAC.** The heating, ventilation and air conditioning units located on the roof and supplying service to or from a Unit;

(c) **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by the Developer or by the Association; and

(d) **Subsequent Assignment.** In the event that no specific assignment of one or more of the Limited Common Elements described in this Article has been made in the Subdivision Plan, the Developer, or the Association after the Transitional Control Date, reserves the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(a) **Limited Common Elements.** Each Co-owner shall be responsible for the maintenance, repair and replacement of all Limited Common Elements appurtenant to the Co-owner's Unit;

(b) **Unit Improvements and Other Co-owner Responsibilities.** Unless otherwise stated in this Master Deed, Unit Co-owners shall be responsible for the maintenance, repair and replacement of all structures and improvements and the maintenance, within the boundaries of a Unit;

(c) **Approval and Administration of Improvements Within the Units.** The exterior appearance of all structures, improvements, and landscaped areas shall be governed by the Condominium Association as set forth in Article 7 of the Condominium Bylaws.

(d) **Other Common Elements.** The cost of snow removal, painting or other decoration, lawn mowing, tree trimming and replacement of shrubbery and other plantings, and of cleaning, decoration, maintenance, repair, replacement of all Common Elements other than as described above shall be the responsibility of the Association, except to the extent of repair or replacement of a Common Element due to the act or neglect of a Co-owner or a Co-owner's agent or invitee.

(e) **Maintenance and Repair.** Except as otherwise provided for in this Master Deed, each Co-Owner shall be responsible for the repair and maintenance of all improvements within the Co-Owner's Unit and any appurtenant Limited Common Element. In the event a Co-owner fails, as required by this Master Deed, the By-laws or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain the Co-owner's Unit,

any structure or improvement located within the Unit, or any appurtenant Limited Common Element, then in such instance the Developer, or the Association after the Transitional Control Date, shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it may deem appropriate; provided, that the Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

(f) **Assessment of Costs.** All costs incurred by the Association or the Developer in performing any maintenance functions which are the primary responsibility of a Co-owner shall be charged to the affected Co-owner or Co-owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium By-laws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

4.4 Assignment of Limited Common Elements. Any Limited Common Element may be assigned or re-assigned by written application to the board of directors of the Association by all Co-owners whose interest will be affected by the assignment. Upon receipt of such an application, the Board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall record and deliver the amendment to the Co-owners. The Co-owners which applied for the amendment shall reimburse the Association for all reasonable costs incurred for the preparation and recording of said amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract or other instrument of conveyance or encumbrance all Co-owners, mortgagees and other interested parties are deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after the Development and Sales Period has expired), as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interest in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interest and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any parts of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from the appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or

impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Article V. UNITS

5.1 Description of Units. The condominium consists of three (3) Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors and attached hereto as Exhibit B. Each such Unit shall include all the space within the Unit boundaries as shown on Exhibit B, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100. The percentage of value assigned to each Unit is determinative of each Co-owner's respective share of the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association when a vote is based on percentage of value rather than number. After review of the comparative characteristics of the Units, it was determined that the percentage of value assigned to each Unit shall be based on the size of the Unit, its market value, the allocable expenses of maintenance of the Common Elements and the proportionate effect of each Unit on the Common Elements. As such, the percentages of value applicable to each Unit shall be as follows:

<u>Unit No.</u>	<u>Square Feet</u>	<u>Percentage of Value</u>
1	62,160	78.65%
2	16,875	21.35%
Total	79,035	100%

The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Article IX, expressed in an Amendment to this Master Deed and recorded in the Register of Deeds office in the county in which the Project is located.

5.3 Unit Modification. The number, size, style, boundary, and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors without the consent of any Co-owner, mortgagee (except as provided in the Act) or other interested person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or which is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and the mortgagee of such Unit. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to the Developer and its successors for such purpose which is similar in nature and effect to that described in Section 4.5 of this Master Deed.

Article VI. EXPANDABILITY OF CONDOMINIUM

6.1 Expansion of the Condominium. The Developer reserves the right to redesignate the Project as an expandable project under the Michigan Condominium Act.

Article VII. DEVELOPMENT OF UNITS

7.1 Compliance with Applicable Laws. All Co-owners shall be required to comply at all times with applicable federal, state, and local laws and ordinances, including but not limited to the following:

(a) **Improvements.** Any improvement constructed by a Co-owner on his or her Unit shall comply with applicable ordinances and building codes.

(b) **Storm Water.** All Co-owners shall be responsible to fully mitigate any increase in the volume, or change in direction, of the flow of storm water generated on the surface of any Unit, which results from the installation of new or additional improvements or other development of a Unit.

(c) **Soil Erosion.** In conjunction with the construction of any improvements on a Unit, all Co-owners shall be required to follow all Michigan Soil and Erosion Control Best Management Practices (“BMPs”), and to obtain a soil erosion and sedimentation control permit where required.

Article VIII. EASEMENTS

8.1 Easements for Maintenance and Repair. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of any improvement, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair or maintain common utility services to the Project shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

8.2 **Declaration of Access Easement.** The Real Estate is subject to that certain Declaration of Access Easement, disclosed by instrument recorded in Document No. 2023-008007, Kalamazoo County Records.

Article IX. AMENDMENT, TERMINATION AND WITHDRAWAL

9.1 **Pre-Conveyance Amendments.** If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the Register of Deeds office in the county in which the Project is located.

9.2 **Post-Conveyance Amendments.** If there is a Co-owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) **Non-Material Changes.** The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; or (ii) amendments correcting survey or other errors in the Condominium Documents.

(b) **Material Changes.** An amendment may be made, even if it will materially alter or change the rights of the Co-owners, with the consent of not less than two-thirds (2/3) of the Co-owners and, when required by law, mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without that Co-owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Co-owner and mortgagee. Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction and/or modification of units, shall not be amended without the written consent of the Developer so long as the Developer or its successors continue to own and to offer for sale any Unit in the Project.

(c) **Compliance with Law.** Amendments may be made by the Developer without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-owners and mortgages, to achieve compliance with the Act or rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) **Reserved Developer Rights.** A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for any specific purpose(s) reserved by the Developer in this Master Deed.

(e) **Costs of Amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the Co-owners, the costs of which are expenses of administration. The Co-owners shall be notified of proposed amendments under this Article not less than ten (10) days before the amendment is recorded.

9.3 Project Termination. If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Co-owners and mortgages, in the following manner:

(a) **Termination Agreement.** Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by the Co-owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the Register of Deeds office in the county in which the Project is located.

(b) **Real Property Ownership.** Upon recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Condominium Unit.

(c) **Association Assets.** Upon recordation of a document terminating the Project, any rights the Co-owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

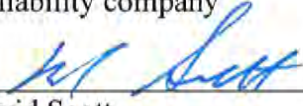
(d) **Notice to Interested Parties.** Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the Administrator.

Article X. ASSIGNMENT OF DEVELOPER RIGHTS

Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the Register of Deeds office in the county in which the Project is located.

This Master Deed has been signed by the Developer as of the date stated on page one.

MILHAM CORNERS LLC, a Michigan
limited liability company

By: 
David Scott
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

This Master Deed was acknowledged before me on the 2 day of April 2026, by David Scott, the Manager of MILHAM CORNERS LLC, a Michigan limited liability company, on behalf of the company.


David Gibbs, Notary Public
Kalamazoo County, MI
My commission expires: July 16, 2031
Acting in the County of Kalamazoo

EXHIBIT A

MILHAM ROAD CONDOMINIUM ASSOCIATION BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. **MILHAM ROAD CONDOMINIUM ASSOCIATION**, a Business Site Condominium Project located in the City of Portage, County of Kalamazoo, State of Michigan, shall be administered by the Milham Road Condominium Association, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act, being MCL 559.103(9), and the Bylaws provided for under the Michigan Nonprofit Corporation Act, being MCL 450.2101, *et seq.* All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Co-owner's Unit in the Condominium.

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number, and one vote, the value of which shall equal the total of the percentages allocated to the Unit or Units owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value.

(d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until such Co-owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in subparagraph (e) below or by a proxy given by such individual representative. The Developer shall be entitled to vote for each Unit which it owns.

(e) Each Co-owner shall file a written notice with the Association designating the

individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 4 of Article II of these Condominium Bylaws. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.

(g) The presence in person or by proxy of any number greater than one-half in number of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in percentage value, as defined in this Master Deed, of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority herein above set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

(j) Except as otherwise provided herein, other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in these Bylaws.

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-

owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be examined at least annually by qualified independent accountants (the "Annual Account Examination") who shall prepare and submit to the Association a report of such examination; provided, however, that such accountants need not be certified public accountants nor does such examination need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of the Annual Account Examination report within ninety (90) days following the end of the Association's fiscal year upon request therefore. The costs of any such examination and any accounting expenses shall be expenses of administration.

Section 4. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto, and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

ARTICLE II

BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be governed by a Board of Directors (hereinafter, the "Board"), all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting of Members held pursuant to Section 4 of this Article II. If a member is a partnership or corporation, then any partner or employee of the partnership, or officer, director or employee of the corporation shall be qualified to serve as a director.

(a) There shall be three (3) Directors of the Association, who shall hold staggered two-year terms. Initially, two Directors shall be designated for one-year terms in the Articles of Incorporation of the Association, and three Directors shall be designated for two-year terms. At the First Annual Meeting held as provided in Section 4 of Article II of these Condominium Bylaws, and at each subsequent annual meeting of the Association, the Co-owners shall elect Directors to fill the positions of those Directors whose term has just expired.

(b) The Board shall have all powers and duties necessary under both the Act and the Michigan Nonprofit Corporation Act for the administration of the affairs of the Association, and may do all acts and things as are not prohibited by the Act or the Condominium Documents or are required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association, the Board shall be responsible specifically for the following:

(1) To manage, operate and administer the affairs of the Association and to maintain the Condominium Project and the Common Elements thereof.

(2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

(5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation maintenance and administration of the Condominium Project.

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes and business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty percent (60%) of all of the members of the Association in number and in value.

(8) To make Rules and Regulations in accordance with Article VII, Section 9 of these Bylaws.

(9) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed solely by the Board. Any such Committee shall have a majority of its members be Members of the Association.

(10) To enforce the provisions of the Condominium Documents.

(c) The Board may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 1(b) of this Article II, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board or of the members of the Association. In no event shall the Board be

authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party. A service contract which exists between the Association and the Developer or affiliates of the Developer, and a management contract with the Developer or affiliates of the Developer is voidable by the Board on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days' notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the transitional control date, the excess period under the contract may be voided by the Board by notice to the management agent at least thirty (30) days before the expiration of the one (1) year.

(d) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such action had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board as provided in the Condominium Documents.

Section 2. The designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association are as follows:

(a) The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board. Other Officers may be elected or appointed by the Board, such Officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary. Any officer may be assigned by the Board any additional title that the Board deems appropriate. All officers must be Directors of the Association.

(b) The officers of the Association shall be elected each year by the Board at the annual meeting of the Association. Unless an officer dies, resigns or is removed from office, he or she shall hold office until the next annual meeting of the Association or until his or her successor is elected.

(c) Any officer may resign at any time by delivering written notice to the President, to the Secretary, or to the Board, or by giving oral or written notice at any meeting of the Association. Any such resignation shall take effect at the time specified therein or, if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(d) Any officer or agent elected or appointed by the Board may be removed by the

Board with or without cause, whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

(e) A vacancy in any office created by the death, resignation, removal, disqualification of any officer, the creation of a new office, or arising from any other cause may be filled by the Board for the unexpired portion of the term or for a new term established by the Board.

(f) The President shall be the chief executive officer of the Association, and, together with the Treasurer and subject to the Board's approval, shall supervise and control all the assets, business and affairs of the Association. The President shall preside over meetings of the Board. Subject to approval by the Board, and together with the Secretary as provided in Section 2(h) of these Bylaws, the President may sign deeds, mortgages, bonds, contracts or other instruments, except when the signing and execution thereof have been expressly delegated by the Board or by these Bylaws to some other officer or agent of the corporation or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as from time to time may be assigned to him or her by the Board.

(g) In the event of the death of the President or his or her inability to act, the Vice President shall perform the duties of the President, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions upon the President. The Vice President shall have, to the extent authorized by the President or the Board, the same powers as the President to sign deeds, mortgages, bonds, contracts or other instruments. Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or the Board.

(h) The Secretary shall (i) keep the minutes of meetings of the Board and any minutes which may be maintained by committees of the Board; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) be custodian of the corporate records of the Association; (iv) keep records of the post office address of each officer and Director; (v) sign with the President, or other officer authorized by the President or the Board, deeds, mortgages, bonds, contracts or other instruments; and (vi) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or the Board.

(i) If requested by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in an amount and with such surety or sureties as the Board may determine. The Treasurer shall (i) have charge and custody of and be responsible for all funds and securities of the Association; (ii) receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; and (iii) in general, perform all duties

incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or the Board.

(j) The officers shall receive no compensation for their service as officers but may receive reimbursement for expenditures incurred on behalf of the Association.

(k) The Board shall have all powers and duties necessary under the Act and under the Michigan Nonprofit Act and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith.

(l) Officers may be compensated but only upon the affirmative vote of more than sixty percent (60%) of all Co-owners in number and in value.

Section 3. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board shall notify all Co-owners thereof.

Section 4. The First Annual Meeting of the Members of the Association may be convened by any Director and may be called, at any time after fifty percent (50%) in value and in number of all Units in all phases of development in the Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said First Annual Meeting be held later than 120 days after eighty percent (80%) of all units in all phases in the condominium have been sold and the purchasers thereof qualified as members of the Association or 24 months after recordation of the Master Deed, whichever first occurs. The date, time and place of such First Annual Meeting shall be set by the Board, and at least fifteen (15) days' written notice thereof shall be given to each Co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified by the Board.

Section 5. An advisory committee of non-developer Co-owners shall be established 1 year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit, for the purpose of facilitating communications and aiding the transition of control to the Association. The advisory committee shall cease to exist when a majority of the Board is elected by the non-developer Co-owners.

Section 6. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% or more of the units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 director as long as the Developer owns at least 1 Unit.

ARTICLE III

ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act, being MCL 559.154.

Section 3. Assessments shall be determined in accordance with the following provisions:

(a) The Board shall establish an annual budget in advance for each fiscal year and such budget shall reflect the Board's estimate for all income and expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. Pursuant to MCL 559.205, an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 of this Article III rather than by special assessments. As a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board, copies of said budget shall be delivered to each Co-owner, and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board at any time determine, in its sole discretion, (1) that the assessment levied is or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements (3) to provide additions to the Common Elements not exceeding \$1,000 annually, or (4) in the event of emergencies, the Board shall have the authority to increase the general

assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

(b) Special assessments, in addition to those required in (a) above, may be made by the Board from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$1,000 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 of this Article III, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners in value and in number.

(c) The minimum standard required by this section may prove to be inadequate for a particular project. The association of co-owners should carefully analyze their condominium project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes.

Section 4. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Section 3(a) of this Article III shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to a Unit or with acquisition of fee simple title to a Unit by any other means. An assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven percent (7%) per annum until paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof.

Section 5. No Co-owner may exempt itself from liability for its contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of its Unit.

Section 6. (a) The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person or entity who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement.

(b) The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures

to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgement shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address or a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds for the county of Kalamazoo prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid.

(d) If the delinquency is not cured within said ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien to his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall also have the right to declare all unpaid installments of the annual assessment for the remainder of the fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him.

Section 7. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessment or charges resulting from a pro rata reallocation of such assessment or charges to all Units including the mortgaged unit).

Section 8. The Developer shall be deemed to be a Co-owner with respect to any Units owned by the Developer after the date of the recording of the Master Deed and shall be responsible for the payment of assessments in accordance with this Article, except that prior to the First Annual Meeting of the Condominium Association, Developer shall not be required to pay full Association assessments. Instead, the Developer must contribute only its proportionate share of the Association's actual expenses.

Section 9. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act, being MCL 559.231.

Section 10. A construction lien otherwise arising under Act. No. 497 of the Michigan Public Acts of 1980, as amended, being MCL 570.1101 et seq., shall be subject to Section 132 of the Act, being MCL 559.232.

Section 11. Pursuant to provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the Purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period of time stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least five days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act.

ARTICLE IV

ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The

Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Notwithstanding anything to the contrary in this Article, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

ARTICLE V

INSURANCE

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) Each Co-owner may obtain insurance coverage at his own expense for his personal property and the improvements located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his unit or upon Limited Common Elements appurtenant to his Unit, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(c) All Common Elements of the Condominium Project shall be insured against all perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association.

(d) All premiums upon insurance purchase by the Association pursuant to these Bylaws shall be expenses of Administration.

(e) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and to the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article VI of these Bylaws, the proceeds of any insurance received by the Association as a result of an loss requiring repair or reconstruction shall be applied for such repair or

reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as its true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney-in-fact shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE VI

RECONSTRUCTION OR REPAIR

Section 1. If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner: If the damaged property is a Common Element or the improvements within a Unit, the property shall be rebuilt or repaired.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. If the damage is to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 of this Article VI. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of all improvements within its Unit.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of

maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. In the event of any taking by eminent domain, the provisions of The Uniform Condemnation Procedures Act (Act 87 of the Public Acts of 1980), being MCL 213.51 et seq., shall be controlling.

Section 7. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VII

RESTRICTIONS

Section 1. No Unit in the Condominium nor any Limited Common Elements shall be used for other than commercial purposes.

Section 2. A Co-owner may lease all or part of its Unit for the same purposes set forth in Section 1 of this Article VII; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the same manner as specified in Section 11 of this Article VII, with the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure, or deed in lieu or other arrangement in lieu of foreclosure. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

Section 3. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 4. No animal shall be permitted on the Condominium premises other than a certified

or licensed service animal, or, in the event a pet supply store occupies all or part of a Unit, an animal visiting such pet supply store. Any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage, or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor.

Section 5. Sidewalks, yard, courtyard, landscaped areas, driveways, road and parking areas shall not be obstructed in any way, nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements.

Section 6. Automobiles and trucks belonging to employees or business invitees of a Co-owner shall park only in designated parking spaces as shown on the site plans attached to the Master Deed as **Exhibit B**. No house trailers, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or any vehicles longer than 18 feet may be parked or stored upon the premises of the Condominium Premises. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. In no event shall vehicles not in operable condition be permitted to be stored or parked on the Condominium Premises.

Section 7. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises.

Section 8. All signage shall comply with applicable ordinances. No signs or other advertising devices shall be displayed without written approval from the Association.

Section 9. Reasonable Rules and Regulations consistent with the Act, the Master Deed and these Bylaws, and concerning the use of the Common Elements, may be made and amended from time to time by the Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer prior to the First Annual Meeting of the entire Association held as provided in Article II, Section 4 of these Bylaws. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners in number and in value.

Section 10. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any limited Common Elements appurtenant thereto at all times without prior notice in the event it may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit; provided, however, that notice shall be given to the Co-owner as soon as is reasonably possible to do so.

Section 11. (a) A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before leasing the Condominium Unit and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent one or more Condominium Units before the transitional control date, it shall notify either the Association or each Co-owner in writing.

(b) Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(c) If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(1) The Association shall notify the Co-owner by hand delivery or certified mail advising the Co-owner of the alleged violation.

(2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, an action for eviction against the tenant, or non-Co-owner and tenant, or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit.

(d) When a Co-owner is in arrearage to the Association for one or more assessments, the Association may provide written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.

Section 12. Each Co-owner shall maintain its Unit and any Limited Common Elements appurtenant thereto for which it has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any

other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article III hereof.

Section 13. None of the restrictions contained in this Article VII shall apply to the commercial activities or signage, if any, of the Developer during the Development and Sales Period as defined in Article III of the Master Deed, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws the same may be amended from time to time. For the purposes of this Section, the Development and Sales Period shall be deemed to continue so long as Developer owns any Unit which he offers for sale. Until all Units in the entire Condominium Project are sold by Developer, Developer shall have the right to maintain a sales office, a business office, storage areas, reasonable parking incident to the foregoing, and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer shall restore the areas so utilized to commercially reasonable status upon termination of use.

ARTICLE VIII

AMENDMENTS

Section 1. These Bylaws may be amended pursuant to the procedures described in Article IX of the Master Deed for amending any of the Condominium Documents, including the right of the Developer or the Association to amend, without the consent of the Co-owners or mortgagees, if the amendment does not materially alter or change the rights of a Co-owner or mortgagee.

Section 2. Upon any such amendments being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Except as expressly limited in Section 5 of this Article VIII, these Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than two-thirds, being sixty-six and two-thirds percent (66 -2/3%), of all Co-owners in number and value.

Section 4. Prior to the First Annual Meeting of members, these Bylaws may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any person to make such amendments, provided such amendments shall not increase or decrease the benefits or obligations, or materially affect the rights, of any member of the Association.

Section 5. Any amendment to these Bylaws shall become effective upon recording of such amendment in the Office of the Register of Deeds for Kalamazoo County. Without the prior written approval of two-thirds of the institutional holders of the first mortgage lien on any Unit in the Condominium, no amendment to these Bylaws shall become effective which involves any change, direct or indirect, in Article I Section 3, Article II Section 1(b), Article III Section 3(a), 4 and 7, Article V Section 1(d), Article VI Sections 1, 3, 6 and 7, Article VII Section 1, Article VIII Sections 3 and 5, or Article XII Section 1.

Section 6. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article VIII shall be binding upon all persons who have an interest in the project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE IX

MORTGAGES

Section 1. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain a record of such information in a book, or other suitable format, entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. Upon such written request, the Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

ARTICLE X

COMPLIANCE

The Association of Co-owners and all present and future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act will govern.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding of which he may be a part or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XII

RIGHTS RESERVED TO DEVELOPER

Section 1. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer.

Section 2. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III Section 3.1 of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby), nor to Developer's rights as a Co-owner.

ARTICLE XIII

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act. Whenever any reference is made to one gender, it will be assumed to include both genders where such reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate, as set forth in Article III Section 3.2 of the Master Deed.

ARTICLE XIV

REMEDIES FOR DEFAULT

Section 1. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

- (a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include with intending to limit same, an action to recover sums due for damage, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) In any proceedings arising because of an alleged default by an Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney's fees.
- (c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, limited or general, or into any Unit, where reasonably necessary, and summarily remove or abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.
- (d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in

Dated: April 2, 2026.

MILHAM CORNERS LLC

By: 
David Scott, Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

Acknowledged before me in Kalamazoo County, Michigan on April__, 2026, by David Scott, as Manager, on behalf of Milham Corners LLC, a Michigan limited liability company.


Notary Name: David Gibbs
Notary public, State of Michigan, County of Kalamazoo
My commission expires July 16, 2031
Acting in the County of Kalamazoo



SIGNATURE PAGE TO CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM PROJECT

Dated: April 2, 2026.

FIRST NATIONAL BANK OF MICHIGAN

By: Brian Mick
BRIAN MICK

Its: VICE PRESIDENT

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

Acknowledged before me in Kalamazoo County, Michigan on April 2, 2026, by
Brian Mick, on behalf of First National Bank of Michigan, a national banking corporation.
Vice President



David Gibbs
Notary Name: David Gibbs
Notary public, State of Michigan, County of Kalamazoo
My commission expires July 16, 2031
Acting in the County of Kalamazoo

Kelsey L. Bailey
KELSEY L. BAILEY
Notary Public - State of Michigan
County of Kalamazoo
My Commission Expires: 4/3/2028
Acting In the County of: Kalamazoo
6.18.26

SIGNATURE PAGE TO CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM PROJECT

KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____ EXHIBIT "B" TO THE MASTER DEED OF: SPRINKLE ROAD CONDOMINIUM

CITY OF PORTAGE, COUNTY OF KALAMAZOO, MICHIGAN

LEGAL DESCRIPTION:

PARCEL #: 00001-087-B

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 01, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 01, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION, SOUTH 89 DEGREES 52 MINUTES 54 SECONDS WEST 529.03 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 03 SECONDS EAST (PREVIOUSLY DESCRIBED AS NORTH 00 DEGREES 34 MINUTES 24 SECONDS EAST) 497.87 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 18 SECONDS EAST 528.72 FEET TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION; THENCE ALONG SAID 1/4 LINE, SOUTH 00 DEGREES 34 MINUTES 06 SECONDS WEST (PREVIOUSLY DESCRIBED AS SOUTH 00 DEGREES 34 MINUTES 24 SECONDS WEST) 491.44 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 8.006 ACRES (261,601 SQ. FT.). SUBJECT TO EASEMENT, RESTRICTIONS, AND RIGHTS OF WAY APPARENT OR OF RECORD.

SHEET INDEX

100	SHEET TITLE
01	COVER SHEET
02	SURVEY PLAN A
03	SURVEY PLAN B
04	SITE PLAN
05	UTILITY PLAN
06	FLOOR PLAN-FIRST FLOOR
07	FLOOR PLAN-MEZZANINE
08	CROSS SECTION PLAN

ATTENTION COUNTY REGISTER OF DEEDS:
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT IT MUST BE PROPERLY SHOWN ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 2.



THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

DEVELOPER:

DEPATE FLUID POWER
6258 AMERICAN AVE
PORTAGE, MI 49602

SURVEYOR:

AR ENGINEERING, LLC
5725 VENTURE PARK DRIVE, SUITE A
KALAMAZOO, MI 49008
TEL. (268) 250-5901 FAX. (268) 509-0804



CIVIL ENGINEER:

AR ENGINEERING, LLC
5725 VENTURE PARK DRIVE, SUITE A
KALAMAZOO, MI 49008
TEL. (268) 250-5901 FAX. (268) 509-0804

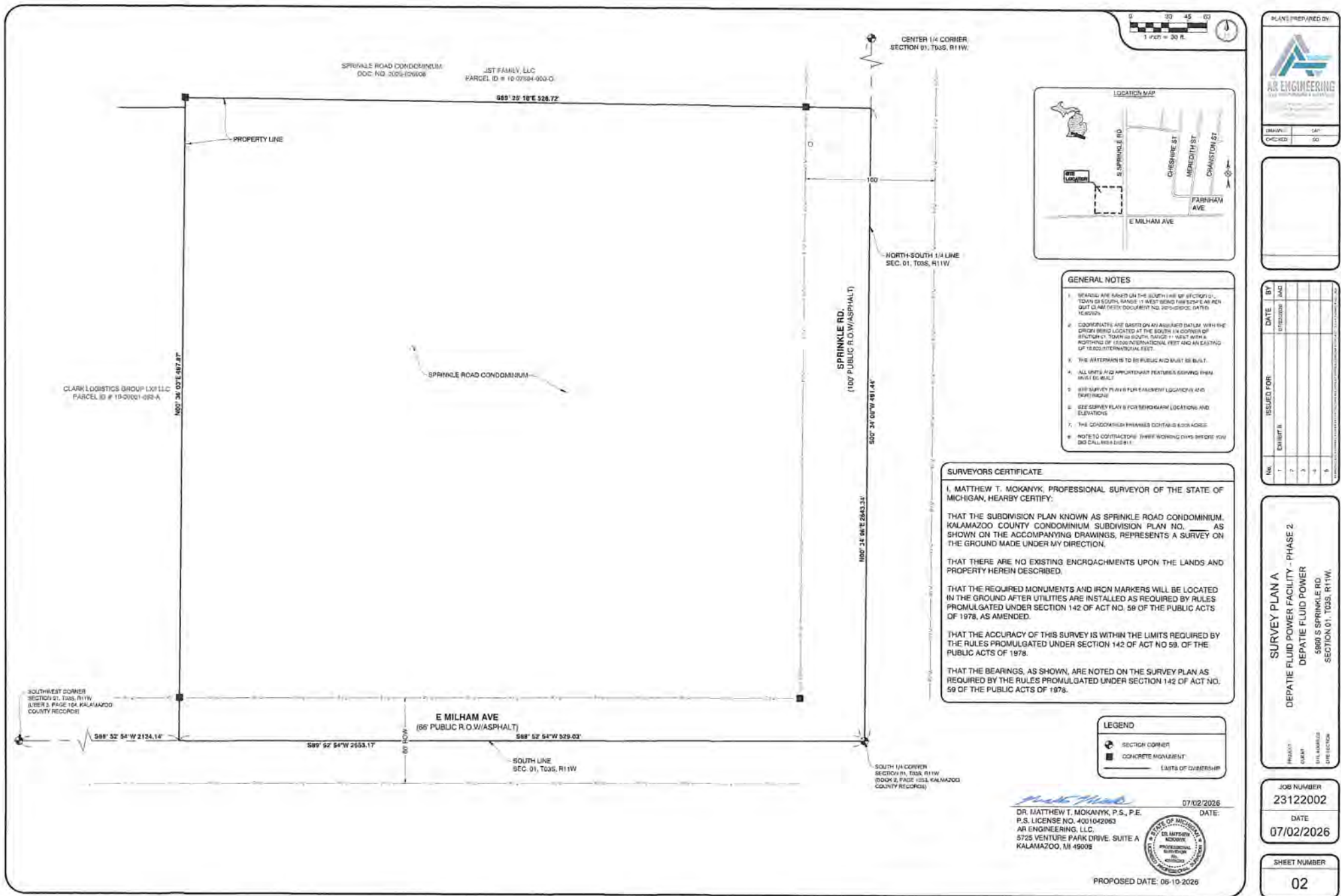


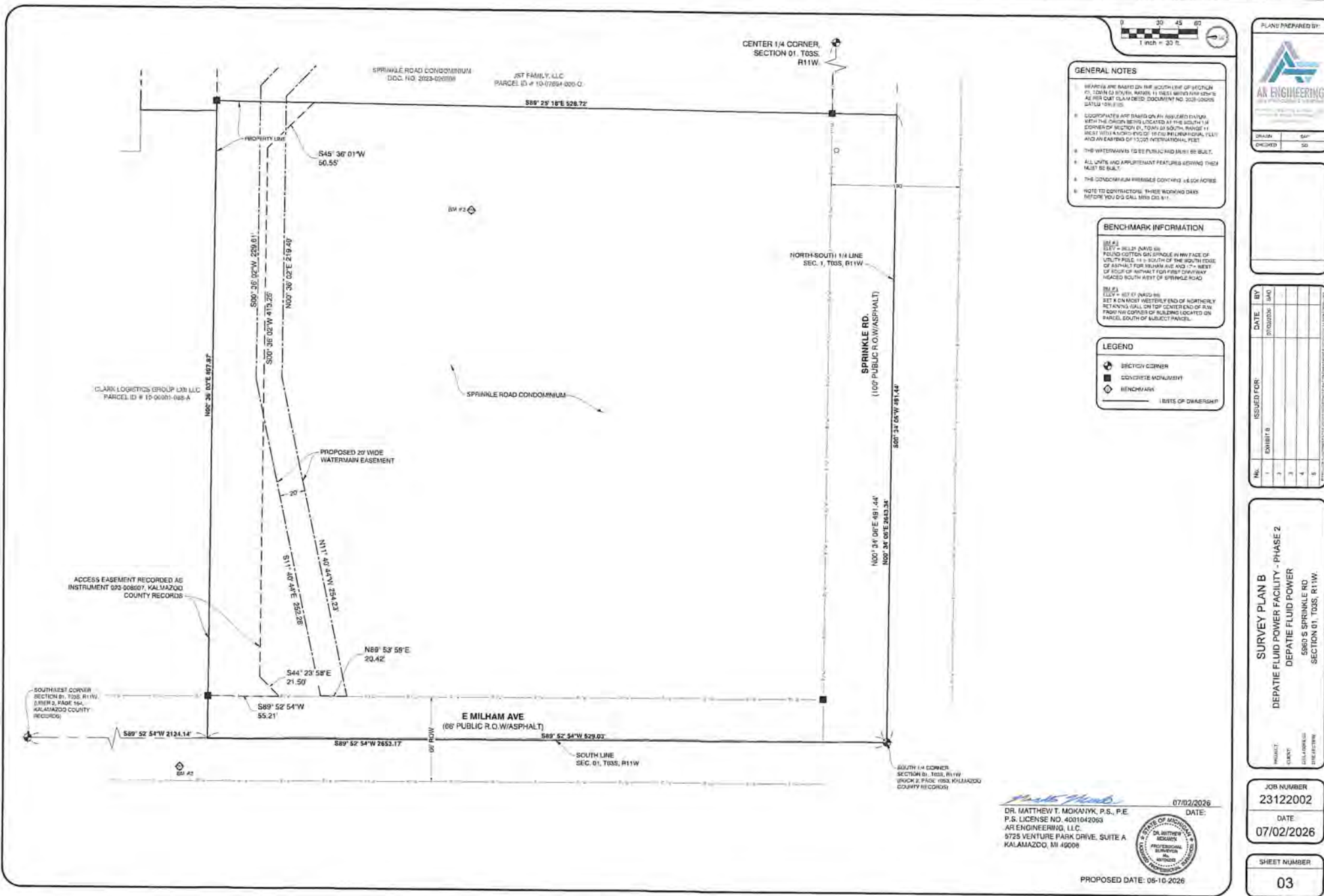
DR. MATTHEW MOKANYK, P.E., P.S. # 4001042063
DATE 07/02/2026



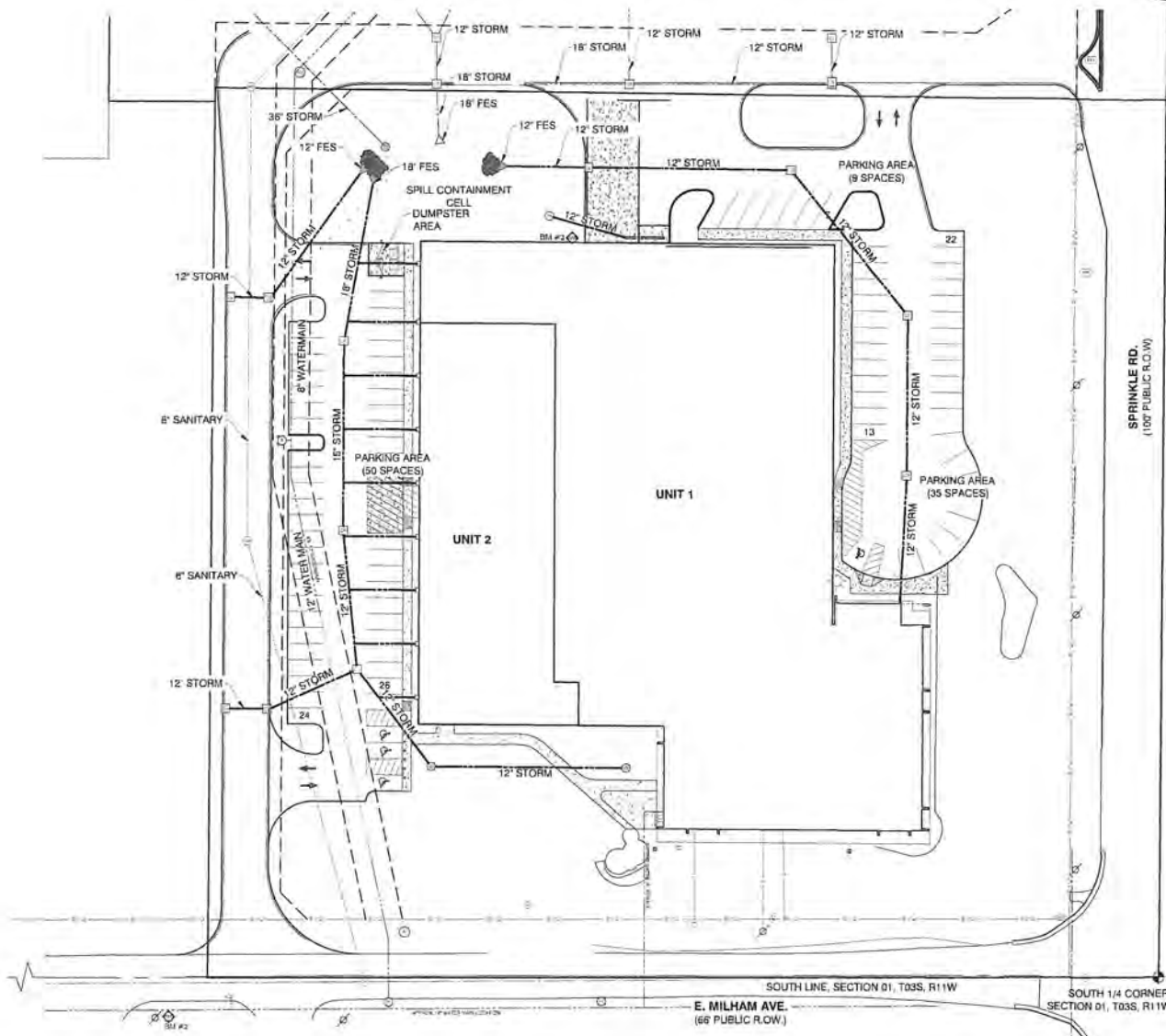
SPENCER ODELL, P.E.
DATE 1/2/2026

SHEET NUMBER
01





SOUTHWEST CORNER,
SECTION 01, T03S, R11W.



LEGEND

- WATER SERVICE METER PIT
- FDC CONNECTION
- EXISTING MONITOR WELL
- EXISTING HYDRANT
- WATER VALVE
- HYDRANT
- SANITARY MANHOLE
- STORM CATCH BASIN
- STORM YARD DRAIN
- STORM MANHOLE
- STORM FLARED END SECTION
- ELECTRIC GUY WIRE
- POWER POLE
- COMMUNICATIONS HAND HOLE
- STORM PIPE
- SANITARY PIPE
- WATER MAIN
- GAS SERVICE
- TELEPHONE SERVICE
- ELECTRIC SERVICE
- EXISTING WATER MAIN
- EXISTING SANITARY PIPE

GENERAL NOTES

1. THE WATER MAINS TO BE PUBLIC AND MUST BE BUILT.
2. ALL UNITS AND APPURTENANCE FEATURES SERVING THEM MUST BE BUILT.
3. PUBLIC UTILITY SERVICES WITHIN PROJECT MUST BE BUILT.
4. EXISTING UNDERGROUND UTILITIES SHOWN ON UTILITY PLAN ARE AN APPROXIMATE LOCATION AND HAVE BEEN LOCATED OR SHOWN TO THE BEST OF OUR ABILITY.
5. ALL EXISTING UTILITIES NOT SHOWN AND METER LOCATIONS TO BE SHOWN ON AS-BUILTS.
6. NOTE TO CONTRACTORS: THIRDS WARNING DAYS BEFORE YOU DIG CALL 811 OR 811.

PLANS PREPARED BY



DATE: 07/02/2026
CHECKED: 02

BY: [Signature]

DATE: 07/02/2026

ISSUED FOR: [Blank]

EXHIBIT: [Blank]

NO. 1

2

3

4

5

UTILITY PLAN
DEPATIE FLUID POWER FACILITY - PHASE 2
DEPATIE FLUID POWER
5960 S SPRINKLE RD
SECTION 01, T03S, R11W

PROJECT: [Blank]
SUBJECT: [Blank]
SITE LOCATION: [Blank]

JOB NUMBER

23122002

DATE

07/02/2026

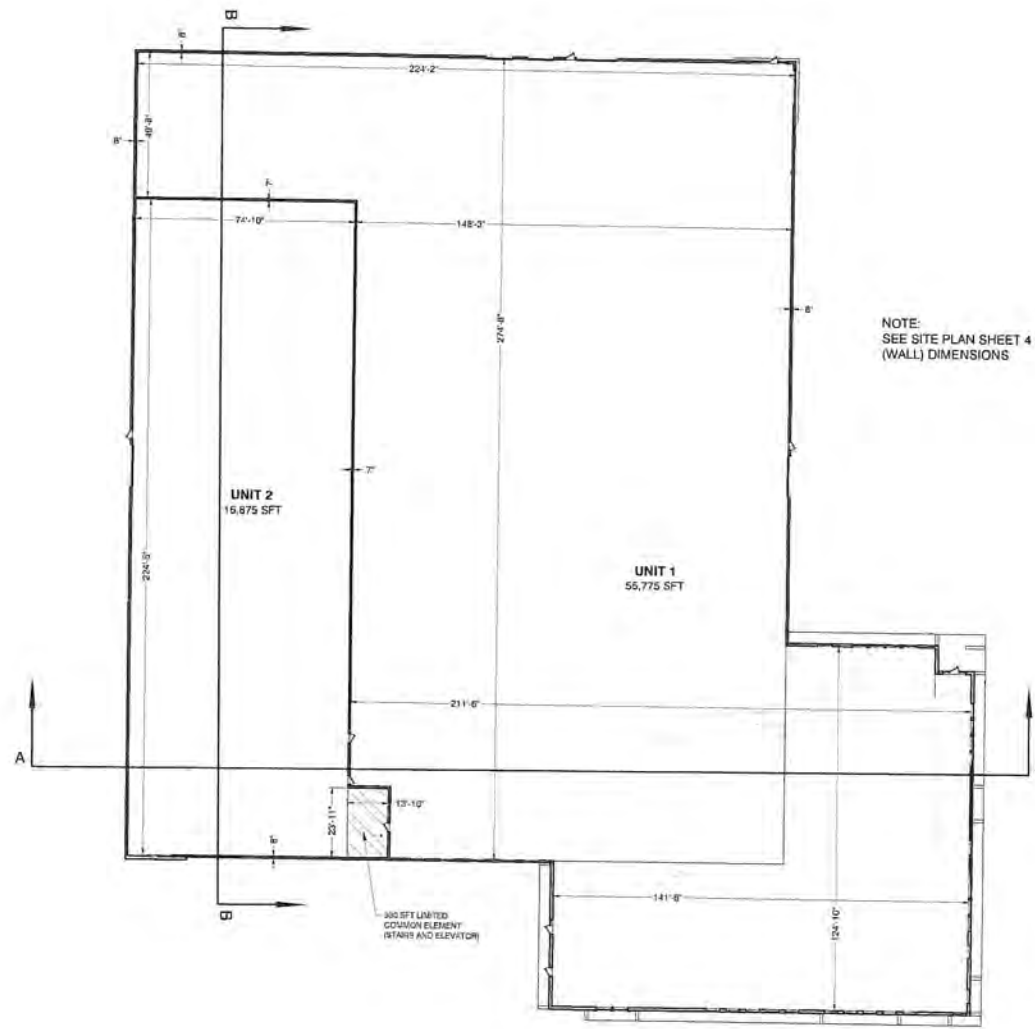
SHEET NUMBER

05

DR. MATTHEW T. MOKANYK, P.S., P.E.
P.S. LICENSE NO. 4001042003
AR ENGINEERING, LLC.
5725 VENTURE PARK DRIVE, SUITE A
KALAMAZOO, MI 49008



PROPOSED DATE: 06-10-2026



GENERAL NOTES

1. ALL EXTERIOR WALLS ARE GENERAL COMMON ELEMENT.
2. ALL INTERIOR WALLS BETWEEN UNITS ARE GENERAL COMMON ELEMENT.
3. ALL DIMENSIONS ARE IN FEET.
4. ALL BUILDINGS AND UNITS MUST BE BUILT.
5. FOUNDATION FOOTINGS AND ROOF LINES SHOWN ARE PICTORIAL ONLY AND MAY NOT REPRESENT THE ACTUAL CONSTRUCTION.
6. OWNERSHIP LINES ARE 30" TO EACH OTHER UNLESS OTHERWISE NOTED.
7. THIS PLAN IS A REPRESENTATION OF THE UNITS UNDER VARIATION IN DIMENSIONS AND/OR SQUARE FEET ARE ALSO POSSIBLE.
8. ALL LOAD BEARING BEAMS, COLUMNS AND WALLS, SHOWN OR NOT ARE GENERAL COMMON ELEMENT.
9. UNIT AREAS AS SHOWN ARE BASED UPON DIMENSIONS COMPUTED TO THE EXTERIOR WALLS AND TO THE CENTER OF THE DIVING WALLS WITH UNIT OWNERSHIP EXTENDING TO THE EXTERIOR FACE OF EACH UNIT.

LEGEND

- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- LIMITS OF OWNERSHIP

DR. MATTHEW T. MOKANYK, P.S., P.E.
P.S. LICENSE NO. 4001042063
AR ENGINEERING, LLC
5725 VENTURE PARK DRIVE, SUITE A
KALAMAZOO, MI 49005

07/02/2026
DATE:



PROPOSED DATE: 06-10-2026

PLANS PREPARED BY:



DRAWN BY: SM
CHECKED BY: GD

REV.	ISSUED FOR:	DATE	BY
1	EXHIBIT B		
2			
3			
4			
5			

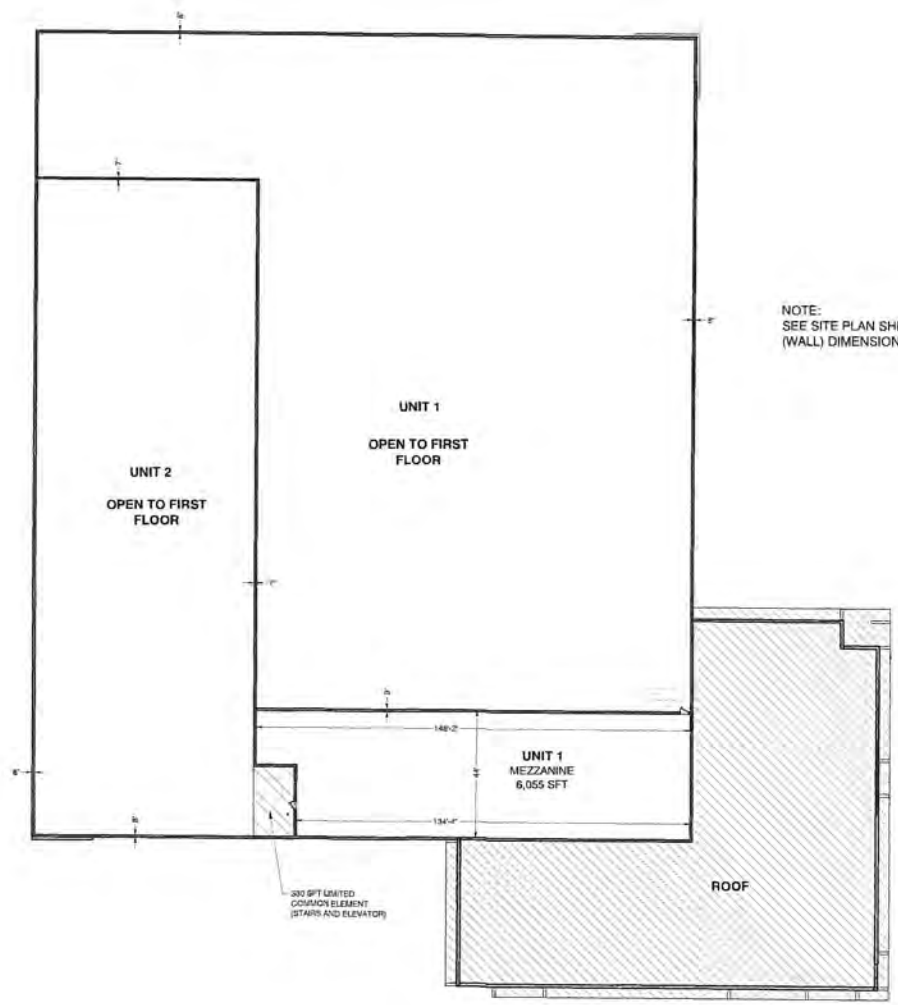
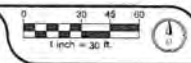
FLOOR PLAN FIRST FLOOR
DEPATIE FLUID POWER FACILITY - PHASE 2
DEPATIE FLUID POWER
5660 S SPRINKLE RD
SECTION 01, T03S, R11W.

PROJECT: DEPATIE FLUID POWER
CLIENT: DEPATIE FLUID POWER
SPEAKER: DEPATIE FLUID POWER
SITE ADDRESS: 5660 S SPRINKLE RD

JOB NUMBER
23122002

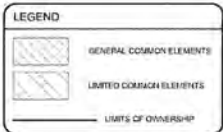
DATE
06/09/2026

SHEET NUMBER
06



NOTE:
SEE SITE PLAN SHEET 4 FOR UNIT
(WALL) DIMENSIONS

- GENERAL NOTES**
1. ALL EXTERIOR WALLS ARE GENERAL COMMON ELEMENT.
 2. ALL INTERIOR WALLS BETWEEN UNITS ARE GENERAL COMMON ELEMENT.
 3. ALL DIMENSIONS ARE IN FEET.
 4. ALL DIMENSIONS ARE TO THE FACE OF THE WALL UNLESS OTHERWISE NOTED.
 5. FOUNDATION FOOTINGS AND ROOF LINE SHOWN ARE PICTORIAL ONLY AND MAY NOT REPRESENT THE ACTUAL CONSTRUCTION.
 6. DIMENSION LINES ARE 30' TO EACH OTHER UNLESS OTHERWISE NOTED.
 7. THIS PLAN IS A REPRESENTATION OF THE UNITS. MINOR VARIATIONS IN DIMENSIONS AND OR SQUARE FEET ARE ALSO POSSIBLE.
 8. ALL LEADING BEARING WALLS, COLUMNS AND WALLS, SHOWN OR NOT ARE GENERAL COMMON ELEMENT.
 9. UNIT AREAS AS SHOWN ARE BASED UPON DIMENSIONS COMPARED TO THE EXTERIOR WALLS AND TO THE CENTER OF THE DIVIDING WALLS WITH UNIT OWNERSHIP EXTENDING TO THE EXTERIOR FACE OF EACH UNIT.



DR. MATTHEW T. MOKANYK, P.S., P.E.
P.S. LICENSE NO. 4001042063
AR ENGINEERING, LLC.
5725 VENTURE PARK DRIVE, SUITE A
KALAMAZOO, MI 49008



PROPOSED DATE: 09-10-2026

PLANS PREPARED BY:

AR ENGINEERING
ARCHITECTURE & ENGINEERING
5725 VENTURE PARK DRIVE, SUITE A
KALAMAZOO, MI 49008
(269) 483-1111

OWNER:	DATE:
ENGINEER:	DATE:



REV.	DATE	BY	ISSUED FOR
1	07/02/2026	MM	EXHIBIT B
2			
3			
4			
5			

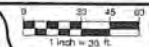
FLOOR PLAN MEZZANINE
DEPATIE FLUID POWER FACILITY - PHASE 2
DEPATIE FLUID POWER
5960 S SPRINKLE RD
SECTION 01, T03S, R11W

PROJECT: DEPATIE FLUID POWER FACILITY - PHASE 2
CLIENT: DEPATIE FLUID POWER
DATE: 07/02/2026

JOB NUMBER
23122002

DATE
06/09/2026

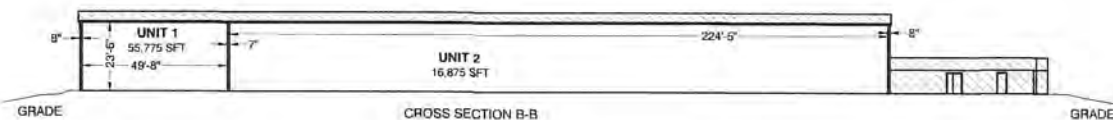
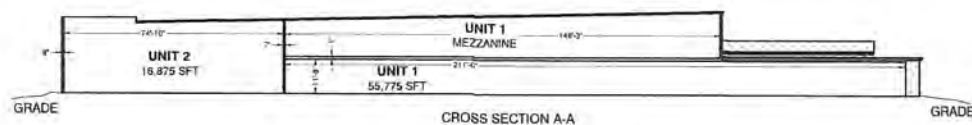
SHEET NUMBER
07



PLANS PREPARED BY

AR ENGINEERING
ARCHITECTURAL & ENGINEERING

DESIGN	DATE
CHECKED	BY



NOTE:
SEE SITE PLAN SHEET 4 FOR UNIT
(WALL) DIMENSIONS

GENERAL NOTES

1. ALL EXTERIOR WALLS ARE GENERAL COMMON ELEMENT.
2. ALL INTERIOR WALLS BETWEEN UNITS ARE GENERAL COMMON ELEMENT.
3. ALL DIMENSIONS ARE IN FEET.
4. ALL BUILDINGS AND UNITS MUST BE BUILT.
5. FOUNDATION FOOTINGS AND RUSH LIMITS SHOWN ARE PICTORIAL ONLY AND MAY NOT REPRESENT THE ACTUAL CONSTRUCTION.
6. OVERSIGHT LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.
7. THIS PLAN IS A REPRESENTATION OF THE UNITS, MECHANICAL VARIATIONS IN DIMENSIONS AND/OR SQUARE FOOT ARE ALSO POSSIBLE.
8. ALL LOADING BEARING BEAMS, COLUMNS AND WALLS SHOWN OR NOT ARE GENERAL COMMON ELEMENT.
9. UNIT AREAS AS SHOWN ARE BASED UPON DIMENSIONS COMPUTED TO THE EXTERIOR WALLS AND TO THE CENTER OF THE EXTERIOR WALLS WITH UNIT OVERSIGHT EXTENDING TO THE EXTERIOR FACE OF EACH UNIT.

LEGEND

- | | |
|--|-------------------------|
| | GENERAL COMMON ELEMENTS |
| | LIMITS OF OVERSIGHT |

DR. MATTHEW T. MOKANYK, P.S., P.E.
P.S. LICENSE NO. 4001042083
AR ENGINEERING, LLC
3725 VENTURE PARK DRIVE, SUITE A
KALAMAZOO, MI 49008



PROPOSED DATE: 05-10-2026

CROSS SECTION PLAN
DEPATIE FLUID POWER FACILITY - PHASE 2
DEPATIE FLUID POWER
5860 S SPRINKLE RD
SECTION 01, T03S, R11W

JOB NUMBER
23122002
DATE
06/09/2026

SHEET NUMBER
08

EXHIBIT C

**CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM PROJECT**

WHEREAS, MILHAM CORNERS LLC, a Michigan limited liability company qualified in Michigan, as Developer, intends to establish Milham Road Condominium as a business site condominium project by recordation in the Office of the Kalamazoo County Register of Deeds of a Master Deed for Milham Road Condominium, submitting to condominium ownership the real property in the City of Portage, Kalamazoo County, Michigan, described therein; and

WHEREAS, First National Bank of Michigan, a national banking corporation, is interested in the above-described premises as mortgagee under that certain Future Advance Mortgage with Milham Corners LLC dated October 14, 2025, and recorded on October 16, 2025 as Doc. No. 2025-027065 of Kalamazoo County Records, as amended by that certain Amendment to Future Advance Mortgage dated October 14, 2025 and recorded on October 16, 2025 as Doc No. 2025-027065 of Kalamazoo County Records (the "Mortgage"); and

NOW, THEREFORE, MILHAM CORNERS LLC, as Tenant, and First National Bank of Michigan, a national banking corporation, as Mortgagee under the Mortgage and Leasehold Mortgage, hereby consent to the submission of the aforesaid property to the condominium project described and set forth in the Master Deed, and consents to the recordation of the Master Deed in the Office of the Register of Deeds for Kalamazoo County, Michigan. The priority and all of the terms, conditions and restrictions of the Mortgage and the Leasehold Mortgage shall be undisturbed by this submission and shall remain in full force and effect.

Signatures begin on the following page.

the same manner as prescribed in Article III, Section 4 of these Bylaws. Thereafter, fines may be assessed only upon a finding by the Board that the violation has occurred after notice to the offending Co-owner as prescribed in said Article III, Section 4 and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article III of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$25 for the second violation; \$50 for the third violation; or \$100 for any subsequent violation; all in addition to any other remedy authorized in these Bylaws.

Section 2. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

Section 3. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to be constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XV

SEVERABILITY

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

EXHIBIT D

AFFIDAVIT OF MAILING

**NOTICE OF INTENT
TO ESTABLISH CONDOMINIUM
PROJECT**

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

David M Scott, being duly sworn, states that on April 2, 2026, and in compliance with MCL 559.171, served copies of a Notice of Intent with regard to the Milham Road Condominium Association Project upon the following persons at the addresses listed below by mailing them the Notice of Intent by United States mail, certified mail, return receipt requested, first class postage fully prepaid:

Dep. of Environmental Quality (EGLE)
Environmental Health Section
Water Division
P.O. Box 30630
Lansing, Michigan 48909-8130

City of Portage
Attn: City Assessor
7900 South Westnedge Avenue
Portage, MI 49002

Michigan Department of Transportation
Bureau of Highway Ops, Design Div.
P.O. Box 30050
Lansing, MI 48909

Kalamazoo County Drain
Commissioner
201 West Kalamazoo Avenue
Kalamazoo, MI 49007

Road Commission of Kalamazoo County
3801 E Kilgore Rd
Kalamazoo, MI 49001

By: *David M. Scott*
David M Scott

Acknowledged before me in Kalamazoo County, Michigan on April 2, 2026, by ~~Kimberly L. Swinchart.~~ *David Gibbs*

David M. Scott
DS



David Gibbs
Notary Name: *David Gibbs*
Notary public, State of Michigan, County of Kalamazoo
My commission expires *July 16, 2031*
Acting in Kalamazoo County

Kelsey J. Bailey
KELSEY L. BAILEY
Notary Public - State of Michigan
County of Kalamazoo
My Commission Expires: 4/3/2028
Acting in the County of: *Kalamazoo*
06-18-26

TAX ABATEMENT AGREEMENT

This Agreement is made between THE CITY OF PORTAGE, a Michigan Municipal Corporation, of 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter referred to as "CITY", and DEPATIE FLUID POWER COMPANY, a Michigan corporation, of 5960 South Sprinkle Road, Suite #1, Portage, Michigan 49002, hereinafter referred to as "APPLICANT."

THE PARTIES AGREE AS FOLLOWS:

1. The CITY has established Industrial Development District #97 in which the APPLICANT proposes to locate a facility in the City of Portage, County of Kalamazoo, State of Michigan, and which is described as follows:

See attached.

2. The APPLICANT has filed an application (which is incorporated herein by reference) with the CITY requesting an industrial facilities exemption certificate ("certificate") for real property and building improvements ("facility") located at 5960 S. Sprinkle Road, Suite #1, Portage, Michigan, within Industrial Development District #97.
3. The APPLICANT has represented that the application relates to a new or replacement facility within the meaning of Public Act 198 of 1974, MCLA 207.551, et seq.
4. The term of the certificate granted by the CITY shall be nine (9) years after completion of the facility (building). This agreement shall remain in force as to each certificate granted for the term of said certificate.
5. The APPLICANT has represented to the CITY that granting of the certificate will enable the facility to be completed, which will have a reasonable likelihood to create employment, retain employment, and prevent a loss of employment within the CITY.
6. The APPLICANT agrees to maintain at least 83 existing employees. Failure to maintain these positions shall be considered a material breach of this Agreement unless APPLICANT can show by clear and convincing evidence that the breach was caused by unfavorable economic business conditions, loss of business, or some other reason beyond the control of APPLICANT.
7. The APPLICANT agrees to maintain the facility for the entire period of the Certificate within the CITY and not to move or relocate the facility, business, or any material portion of either outside the CITY without replacing the relocated portion with real property improvements of equal or greater value, and without first obtaining the permission of the CITY. If the APPLICANT relocates the facility, business, or any material portion of either without this replacement and without the CITY's consent outside of the CITY during the period in which the industrial facilities exemption certificate is in effect, the APPLICANT is liable to the CITY for an amount equal to the difference between the industrial facilities tax to be paid by the owner or lessee of that relocated facility for the tax years remaining under the industrial facilities exemption certificate that is in effect and the general ad valorem property tax that the Applicant would have paid if the Applicant did not have an industrial facilities exemption certificate in effect for those years. The CITY will not impose this liability without first giving the APPLICANT an opportunity to meet with CITY representatives. The payment provided in this section shall be distributed in the same manner as the industrial facilities tax is distributed.
8. The APPLICANT agrees that during the term of the certificate, all CITY taxes shall be timely paid. Further, APPLICANT agrees that by accepting the benefits of the tax abatement, it waives appeal of personal and/or real property tax assessments concerning property which is the subject of the certificate. Appeal of the personal and/or real property taxes, which is the subject of the certificate, during the term of the certificate shall result in revocation of the certificate and/or termination of the

district, and APPLICANT shall repay to the CITY and all taxing authorities the amount of taxes that were abated by reason of the certificate. This waiver does not apply to the first annual assessment after completion of construction.

9. The APPLICANT further agrees that during the term of the certificate, the APPLICANT shall be in full compliance with all applicable CITY codes.
10. The APPLICANT further agrees that during the term of the certificate, the APPLICANT shall not discriminate against any person on the basis of race, creed, color, sex, religious orientation, or other criteria not reasonably related to the job.
11. The APPLICANT further agrees to submit an annual project performance report to the CITY, addressed to the City Council, provided under oath, setting forth the progress in attaining and maintaining the requirements of this Agreement and the provisions of the certificate application. Such reports shall be furnished in duplicate on or before July 1 of each year and shall contain if applicable, at minimum, the following:
 - (a) The number of new jobs promised in the certificate and the actual number of new jobs created.
 - (b) The number of employees at the time of the application and the current number of employees.
 - (c) If the projection for creation or retention of jobs was not reached, give an explanation.
 - (d) The estimated project cost given in the application and the actual project cost.
 - (e) If actual project costs differ substantially from projected costs, give an explanation.
12. The APPLICANT agrees that if employment has not been retained or reached as represented, the construction and/or expansion project has not been completed or expenditures made as described in the Application, or if APPLICANT fails to fulfill any other provision of this Agreement as well as the provisions of Act 198 of 1974, the CITY shall have the right (after giving APPLICANT an opportunity to meet with CITY representatives) to reduce the term or revoke the certificate and APPLICANT shall repay to the CITY and all taxing authorities the amount of taxes that were abated by reason of the certificate plus all accrued interest, penalties and administrative fees applicable to said tax exemptions in the amount as would be collected if the same were considered delinquent. Any payments due under this paragraph may be collected by either court proceedings or by adding to the next taxes due against the APPLICANT'S property on the next tax roll of the CITY. This section does not apply to the extent that the APPLICANT demonstrates to the CITY by clear and convincing evidence that the failure was caused by unfavorable economic business conditions, loss of business, or some other reason beyond the control of APPLICANT.
13. After the certificate is issued, the CITY agrees to maintain the same in full force and effect during the term of the certificate, subject to any regulations and requirements of state law, and subject to any breach of the provisions of this agreement by APPLICANT.
14. The parties agree that the CITY, in approving the tax abatement, has relied on the actions, representations and promises (including the Application) of the APPLICANT. Default of any of the provisions of this Agreement may be enforced in law or equity. The parties agree that exclusive jurisdiction to resolve any disputes on this contract shall be in Kalamazoo County, Michigan.
15. If the various sections and provisions of this Agreement shall be deemed to be declared by any court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of the Agreement as a whole or any section or provision hereof other than the section or provision so declared to be unconstitutional or invalid.

16. The benefits herein shall accrue to, and the obligations hereof shall bind the successors, assignees, and transferees of the APPLICANT.
17. The APPLICANT further agrees that should ownership of the business and/or facility for which the Public Act 198 exemption certificate is issued be changed in the future, thereby requiring a hearing in front of the City of Portage Council under state law, that the transferee or new owner shall abide by all the terms and conditions of this Agreement, and that APPLICANT will communicate all terms and conditions of this Agreement to the transferee or new owner and assist the CITY in obtaining the signature of the authorized agent of the transferee or new owner on this Agreement or an identically worded Agreement.

By signatures of representatives of both the APPLICANT and the CITY below, it is understood that both the APPLICANT's investment in the project and the CITY's investment through the granting of a certificate is to encourage economic growth. It is also acknowledged that certain economic conditions can, at times, prohibit the maintenance of the APPLICANT's targeted status. It is understood that if such conditions exist at the time of the designated APPLICANT reports, the governing body of the CITY will carefully evaluate the APPLICANT's situation and will inform the APPLICANT if any action is considered in order to give the APPLICANT an opportunity for correction.

Dated: _____, 2026

DEPATIE FLUID POWER COMPANY

By: _____

Its

WITNESSED:

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO)

On this ____ day of _____, 2026 before me personally came the above named _____ on behalf of DEPATIE FLUID POWER COMPANY who acknowledges that he/she has read the foregoing Tax Abatement Agreement by him subscribed and knows the contents thereof, and that he/she has the authority of said corporation to execute this Agreement, and acknowledges that he/she executed the same as his/her free act and deed.

_____, Notary Public
Kalamazoo County, Michigan
My Commission Expires: _____
Acting in Kalamazoo County, Michigan

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

CITY OF PORTAGE, a Michigan Municipal Corporation

By: _____
Patricia M. Randall
Its: Mayor

By: _____
Erica Eklov
Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO)

On this _____ day of _____, 2026 before me personally came the above named Patricia M. Randall and Erica Eklov, to me personally known, who being duly sworn, did and each for themselves say that they are respectively the Mayor and Clerk of the municipal corporation named in and who executed the within instrument and that said instrument was signed on behalf of said corporation by authority of its City Council; and said Patricia M. Randall and Erica Eklov acknowledge said instrument to be the free act and deed of said municipal corporation.

_____, Notary Public
Kalamazoo County, Michigan
My Commission Expires: _____
Acting in Kalamazoo County, Michigan

Prepared by:
Catherine P. Kaufman (P65412)
Portage City Attorney
470 W. Centre Ave, Suite A
Portage, Michigan 49024

Approved as to Form:
Date: <u>8/6/2026</u>
By: <u>Catherine P. Kaufman</u> City Attorney

**AFFIDAVIT WITH REGARD TO FEES
PA 198 of 1974
APPLICATION FOR DEPATIE FLUID POWER COMPANY (SUITE 1)**

STATE OF MICHIGAN)
)ss.
COUNTY OF KALAMAZOO)

NOW COME Affiants, Erica Eklov and _____, and state as follows:

1. Erica Eklov is the City Clerk and an official for the City of Portage.

2. Ryan Thomas is the General Manager of the applicant, Depatie Fluid Power Company, who is an applicant for an industrial facilities exemption certificate.

3. Affiants are aware of the following provision, being Section 5(3) of Act No. 198 of the Public Acts of 1974, as amended:

The local government unit may charge the applicant an application fee to process an application for an industrial facilities exemption certificate. The application fee shall not exceed the actual cost incurred by the local government or unit in processing the application or 2% of the total property taxes stated under this Act for the term that the industrial facilities exemption certificate is in effect, whichever is less. A local government unit shall not charge an applicant any other fee under this Act.

4. Affiants state that no payment of any kind in excess of the fee allowed by the above provision of Act 198, as amended, has been made or promised in exchange for favorable consideration of an exemption certificate application.

5. Affiants realize that any fee, payment in lieu of taxes, donations, or any other such payments as a condition precedent to approving industrial facilities exemption certificates would be contrary to the legislative intent of Act 198.

6. Each affiant has the authority to make this affidavit on behalf of the entity he or she represents.

CITY OF PORTAGE, a Michigan Municipal Corporation

Date: _____, 2026

By: _____
ERICA EKLOV
Its: City Clerk

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

County, Michigan
My commission expires: _____
Acting in Kalamazoo County, Michigan

DEPATIE FLUID POWER COMPANY
A _____ Corporation

Date: _____, 2026

By: _____
Its:

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____
Acting in Kalamazoo County, Michigan

APPROVED AS TO FORM:

DATE 8/6/2026

Catherine P. Kaufman
CITY ATTORNEY

Prepared by:
Catherine P. Kaufman (P654120)
Bauckham Sparks
470 W. Centre Ave., Suite A
Portage, MI 49024

**CITY OF PORTAGE, MICHIGAN
RESOLUTION NO. 3
TO SET A PUBLIC HEARING ON A FACILITIES TAX
EXEMPTION CERTIFICATE FOR DEPATIE FLUID POWER COMPANY
INDUSTRIAL DEVELOPMENT DISTRICT NO. 97**

Minutes of a regular meeting of the City Council of the City of Portage, Michigan held on August 11, 2026, at 6:00 p.m., local time in the City Hall in the City of Portage.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, pursuant to 1974 PA 198, MCLA Sec. 207.551, et seq., the City Council has established Industrial Development District No. 97;

WHEREAS, Depatie Fluid Power Company, lessee of the realty located within said District, has applied for an Industrial Facilities Exemption Certificate under the provisions of 1974 PA 198, Sec. 5(1);

WHEREAS, 1974 PA 198 Sec. 5(2) provides that, before acting upon an application for an Industrial Facilities Exemption Certificate, the City Council shall afford the applicant, the assessor, and a representative of the affected taxing units an opportunity for a hearing;

NOW THEREFORE, BE IT RESOLVED as follows:

- 1) That the application of Depatie Fluid Power Company for an Industrial Facilities Exemption Certificate shall remain on file in the office of the City Clerk.
- 2) That the City Council shall meet at City Hall on August 25, 2026, at 6:00 p.m. local time, or as soon thereafter as may be heard, and shall provide to the City Assessor and a representative of each of the taxing units an opportunity to be heard on the question of the application by Depatie Fluid Power Company for an Industrial Facilities Exemption Certificate with regard to the proposed renovated facility and associated installations within said Industrial Development District.

- 3) That the City Clerk shall immediately inform, by letter, the City Assessor, and the legislative body of each taxing unit which levies ad valorem taxes in the City of Portage on the property located within said Industrial Development District, as follows:
- a. The City of Portage established Industrial Development District No. 97 and has received and will consider an application for a Facilities Exemption Certificate for building construction, site improvements, and associated installations within said district.
 - b. That the City Council shall meet on August 25, 2026, at the City Hall at 6:00 p.m. local time, or as soon thereafter as may be heard, to allow the City Assessor and a representative of each of the taxing units to be heard with regard to the said application.
 - c. That, as to Depatie Fluid Power Company, Industrial Development District No. 97, the Industrial Facilities Exemption Certificate would be in the amount of \$4,809,000, for expenditures on land and building improvements.
- 4) All resolutions or parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

ADOPTED: AYES: Councilmember _____

NAYS: Councilmember _____

ABSENT: Councilmember _____

Erica Eklov, City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of the City of Portage, Michigan, Kalamazoo County, held on the 11th day of August 2026, the original of which is in the official proceedings of the City Council.

Erica Eklov, City Clerk

Prepared by:
Erica Eklov, City Clerk
City of Portage
7900 S. Westnedge Avenue
Portage MI 49002

Approved as to Form:

Date: 8/6/2016

By: 
City Attorney

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Industrial Tax Abatement from Milham Corners LLC (5960 S. Sprinkle Road, Suite 2)
Industrial Development District No. 97

SUPPORTING PERSONNEL: Jonathon Hallberg, Deputy Director of Economic Development
Aaron Powers, City Assessor
Erica Eklov, City Clerk

ACTION RECOMMENDED: Accept the application for an industrial facilities tax abatement from Milham Corners LLC for shared property located at 5960 S. Sprinkle Road, Suite 2, under existing Industrial Development District 97, and set a public hearing on the Industrial Facilities Exemption Certificate for August 25, 2026.

Attached is an application from Milham Corners LLC to obtain an Industrial Facilities Tax Abatement Certificate within Industrial Development District (IDD) No. 97 and at 5960 S. Sprinkle Road, Suite 2. 5960 S. Sprinkle Road is a renovated and expanded industrial property at the northeast corner of Sprinkle Road and Milham Avenue under a site condominium master deed. A new 61,200-square foot warehouse and a 6,600-square foot mezzanine is being added to a renovated office space of 10,500 square feet. The condominium consists of two suites: Suite 1 occupies 45,225 square feet of the new warehouse space, including 6,600 square feet of mezzanine space in the new warehouse and 10,550 square feet of renovated office space; Suite 2 occupies 16,875 square feet of new warehouse flex space. Total square footage is 79,250.

Milham Corners LLC is the owner of the property and is requesting a certificate for Suite 2 as a speculative endeavor and the certificate will be held in abeyance until it is transferred to a tenant in accordance with PA 198. 5960 S. Sprinkle Road is being partially redeveloped and expanded. The pro-rated cost of this investment is projected at \$1,566,000.

Depatie Fluid Power Company will occupy Suite 1 as a tenant and is also seeking an Industrial Facilities Tax Abatement under a separate agenda item.

The State Tax Commission has confirmed that each unit is required to submit an application for an abatement. The proposed speculative project includes the following components:

1. Future occupancy of Suite 2 by a qualified industrial tenant; 16,875 square feet is eligible for the PA 198 industrial facilities tax abatement for up to 6 years + 1 year for construction.
2. Future job creation and equipment purchase figures are subject to the future tenant.
3. The total level of investment in real property improvements in the portion to be occupied is approximately \$1.56 million.

Construction commenced on December 9, 2025, and is expected to be completed by year's end.

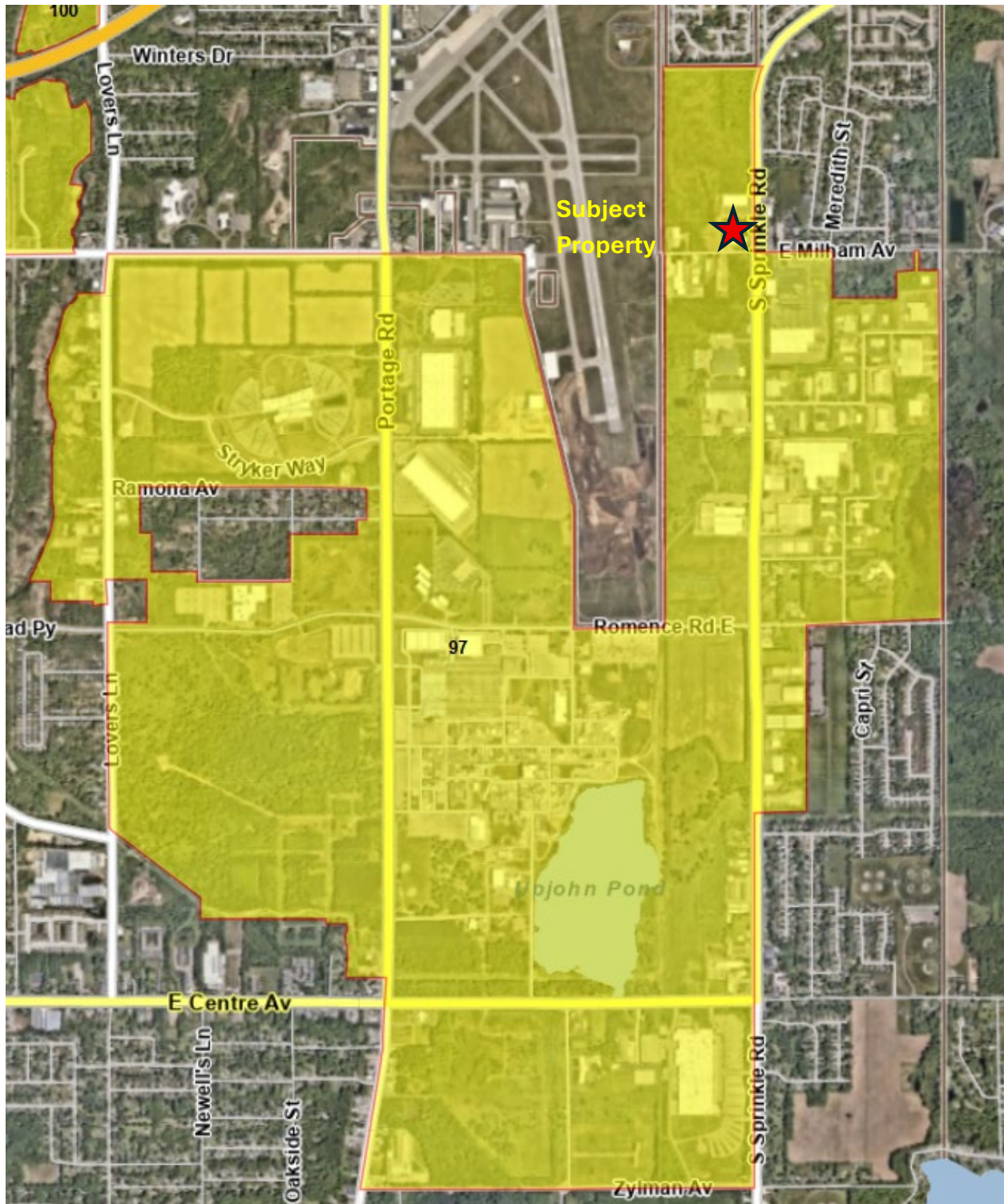
The adopted City of Portage Industrial Tax Abatement Incentive Policy states the term for an Industrial Facilities Exemption Certificate involving real property is up to six years in this case.

As such, it is recommended that City Council accept the request from Milham Corners LLC for the property located at 5960 S. Sprinkle Road, Suite 2, under existing Industrial Development Districts No. 97, and set a public hearing on the Industrial Facilities Exemption Certificates for August 25, 2026.

FUNDING: not applicable

- Attachments:**
1. Industrial Development District 97
 2. 5960 Sprinkle Suite 2 updated compilation of IFT application documents
 3. 5960 Sprinkle Master Deed Affidavit
 4. Milham Corners EGLE letter
 5. Tax Abatement Agreement
 6. Affidavit of Fees
 7. Resolution #3

Industrial Development District 97





Portage City Council
7900 South Westnedge Ave
Portage, MI 49002

Dear Portage City Council

Depatie Fluid Power Group has been in business for over sixty years serving the hydraulic and pneumatic power needs of thousands of customers across Western Michigan and Northern Indiana. As a certified Parker Tri-Technology distributor across Hydraulics, Pneumatics, and Fluid Connectors, Depatie has the product and expertise to serve their customers. Depatie has expanded manufacturing capabilities to include fabrication equipment and skill sets for welding, metalworking, tube bending, painting, and a wide range of custom hose crimping to support new product development along with production of uniquely designed fluid power systems and subsystems.

Depatie Headquarters' footprint in Portage is currently spread across three different buildings. As part of their growth plans the company would like to consolidate their operations into one building to allow for more efficiencies and grow their business through increased custom full solution services. Currently Milham Corners LLC is planning to construct a 61,200 square feet addition on site of an obsolete building located at 5960 S. Sprinkle Road. Inside the building will be divided into two condos. The Depaite condo will have a footprint of 45,225 square feet, plus 6,600 square feet, mezzanine, with a total cost approximately \$4,809,000. The new building will lead to the creation of approximately 63 new jobs and the retention of 83 with an average annual compensation of \$63,000. The second condo will be 16,875 square feet with a projected cost of \$1,566,000. At this point we have not finalized a lease with any tenant and therefore we cannot provide an estimate of future employees or their compensation.

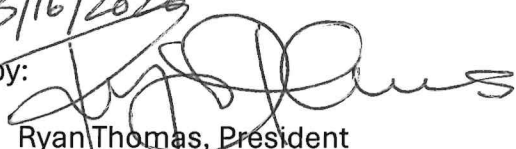
The full list of personal property has not been finalized as we will continue to purchase equipment to further or focus on developing customizing solutions for our customers. Our plans include approximately \$3.2 million in equipment.

Depatie Fluid Power Group requests that the City consider approving the attached Industrial Facilities Exemption Application be approved for construction of a new facility on land in Industrial Development District 97. Depatie appreciates the support and consideration of the City of Portage and looks forward to further growth within the community.



Depatie Fluid Power Company is compliant with applicable environmental requirements and is not under any enforcement action by the Michigan EGLE or US EPA

Date: 3/16/2024

Signed by: 
Ryan Thomas, President

Depatie Fluid Power Company

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date Received by Local Unit
STC Use Only	
▶ Application Number	▶ Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Milham Corners LLC		▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3499	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 5960 S Sprinkle Rd, Suite 2		▶ 1d. City/Township/Village (indicate which) Portage	▶ 1e. County Kalamazoo
▶ 2. Type of Approval Requested ☐ New (Sec. 2(5)) ☒ Speculative Building (Sec. 3(8)) ☐ Research and Development (Sec. 2(10))		▶ 3a. School District where facility is located Portage Public Schools	▶ 3b. School Code 39140
☐ Transfer ☐ Rehabilitation (Sec. 3(6)) ☐ Increase/Amendment		4. Amount of years requested for exemption (1-12 Years) 12+1	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

16,875 Sq Ft FACILITY, INCLUDED IN THE 61,200 SQ FT BUILDING THAT REPLACED THE OBSOLETE BUILDING ON THE SITE.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ 1,566,000 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ 1,566,000 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	▶ 10/15/2025	05/31/2026	▶ ☒ Owned ☐ Leased
Personal Property Improvements	▶		▶ ☐ Owned ☐ Leased

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. **NA**

▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. **NA**

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) _____
b. TV of Personal Property (excluding inventory) _____
c. Total TV _____

▶ 12a. Check the type of District the facility is located in:

☒ Industrial Development District

☐ Plant Rehabilitation District

▶ 12b. Date district was established by local government unit (contact local unit)

3/05/2024, District 97

▶ 12c. Is this application for a speculative building (Sec. 3(8))?

☒ Yes ☐ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name David Scott	13b. Telephone Number (269) 207-4352	13c. Fax Number	13d. E-mail Address dscott@depatie.com
14a. Name of Contact Person David Scott	14b. Telephone Number (269) 207-4352	14c. Fax Number	14d. E-mail Address dscott@depatie.com
▶ 15a. Name of Company Officer (No Authorized Agents) Dave Scott			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number	15d. Date
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 9812 W Gull Lake Dr, Richland Mi 49083		15f. Telephone Number (269) 324-2850	15g. E-mail Address dscott@depatie.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit ☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion ☐ Yes ☐ No ☐ Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable ☐ 1. Original Application plus attachments, and one complete copy ☐ 2. Resolution establishing district ☐ 3. Resolution approving/denying application. ☐ 4. Letter of Agreement (Signed by local unit and applicant) ☐ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable ☐ 1. Notice to the public prior to hearing establishing a district. ☐ 2. Notice to taxing authorities of opportunity for a hearing. ☐ 3. List of taxing authorities notified for district and application action. ☐ 4. Lease Agreement showing applicants tax liability.		
16c. School Code		
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
 State Tax Commission
 PO Box 30471
 Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

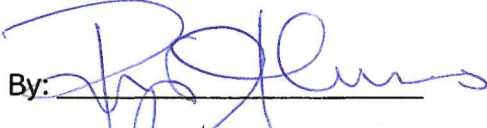
		Depatie	Condo 2	Total
Square feet.		51,825	16,875	68,700
		75.44%	24.56%	100.00%
AR	\$40,000	\$30,175	\$9,825	\$40,000
Steel shell and general construction.	\$3,882,321	\$2,928,694	\$953,627	\$3,882,321
Electrical	\$459,000	\$346,254	\$112,746	\$459,000
Financing	\$255,000	\$192,364	\$62,636	\$255,000
Grinding fee	\$66,000	\$49,788	\$16,212	\$66,000
Fire Protection	\$189,200	\$142,726	\$46,474	\$189,200
Site work	\$691,000	\$521,267	\$169,733	\$691,000
Paving	\$141,000	\$106,366	\$34,634	\$141,000
Bathroom and add divider	\$150,000	\$113,155	\$36,845	\$150,000
Other costs.	\$30,000	\$22,631	\$7,369	\$30,000
Contingent	\$371,426	\$280,191	\$91,235	\$371,426
Landscaping.	\$100,000	\$75,437	\$24,563	\$100,000
	\$6,374,947	\$4,809,048	\$1,565,899	\$6,374,947

ENVIRONMENTAL COMPLIANCE CERTIFICATE

In connection with the submission of an Industrial Facility Tax Exemption Certificate for the property located at 5960 South Sprinkle Road, Portage Michigan 49002 USA, the undersigned state and certify as to the following:

Depatie Fluid Power Company, a limited liability company, states and certifies that the property located at 5960 South Sprinkle Road, Portage Michigan is (i) not subject to an enforcement action by the Michigan Department of Environmental, Great Lakes and/or Energy of the US Environmental Protection Agency: and (ii) to the knowledge of the undersigned, the property is in compliance with applicable environmental requirements.

In Witness Whereof, the undersigned has executed this Certificate of March 17, 2026.

By: 

Title: RYAN THOMAS, PRESIDENT

Depatie Fluid Power Company, a Michigan Limited Liability Company

State of Michigan}

County of Kalamazoo}

Acknowledged before me in Kalamazoo County, Michigan, on MARCH 17 2026, by Ryan Thomas, President of Depatie Fluid Holdings Company, a Michigan limited liability company, on the behalf of the company.

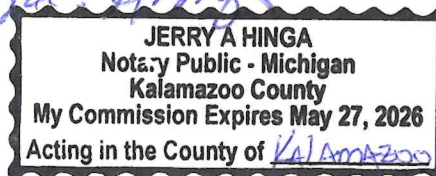
Notary Public Signature 

Print _____

Title _____

My commission expires: _____

Acting in the County of Kalamazoo, Michigan



AFFIDAVIT

KALAMAZOO COUNTY CLERK & REGISTER OF DEEDS
201 W Kalamazoo Ave
Kalamazoo MI 49007
269-383-8840

Customer VALUED CUSTOMER

TxId 40246088

7/17/2026 9:44 AM

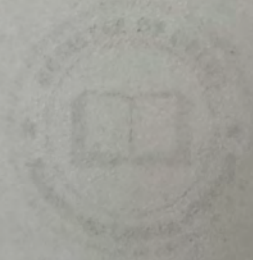
OFFICIAL LAND RECORD

20286204	AVID_20286204	AFFIDAVIT		30.00
		RECORDING FEE	30.00	

Tender Information

3000	CREDIT CARD	\$30.00
	Total Paid:	\$30.00

I hereby certify that the foregoing was received and
RECORDED on the 17th day of July 2026 at 9:44 AM in the
OFFICIAL PUBLIC RECORDS of Kalamazoo County, Michigan.



[Signature]
Kalamazoo County Clerk/Registrar
Kalamazoo County, Michigan

For Record Keeping
Date: 7/17/2026
Time: 9:44 AM

Page 1 of 1

AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF MICHIGAN)
)ss:
COUNTY OF KALAMAZOO)

David Scott, after first being duly sworn, deposes and says:

1. I have personal knowledge of the facts and matters stated herein.
2. I drafted a certain Master Deed ("Master Deed"), for real property located at 5960 S Sprinkle Road Portage Mi 49002.
3. The Master Deed was dated June 18, 2026, and recorded in the Kalamazoo County Register of Deeds on April 2, 2026, as Document No. 2026-018580.
4. The Master Deed contains several errors, and the purpose of this Affidavit is to amend Master Deed as follows:

Page 8 of the Master Deed Table in Section 5.2 Unit 1 sq ft should be 62,160. The total sq ft should be 79,035. Percentage of values for Unit 1 and Unit 2 should be 78.65% (Unit 1) and 21.35% (Unit 2).

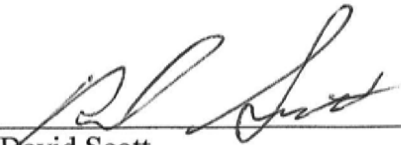
Attachment 04 the square footage on this drawing was deleted.

Attachment 05 the square footage on this drawing was deleted.

Attachment 06 the square footage on this drawing was corrected. These numbers include the measurements for the first floor. The 330 square feet for the elevator was added and is the responsibility of Unit 1.

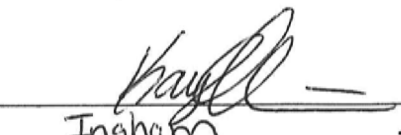
Attachment 07 the square footage on this drawing the mezzanine was corrected to reflect that loss of sq footage due to the stairs and elevator.

Further Affiant sayeth not.



David Scott

On the 17th day of July 2026 before me appeared David Scott, personally known to me to be the person who executed the foregoing instrument and being sworn by me stated that the facts and matters stated therein are true according to the best of his knowledge and belief, and acknowledged to me that he executed the same as his free act and deed. In witness thereto, I have set my hand and seal in the county and state aforesaid the day and year written above.



Ingham, Notary Public
Kalamazoo County, Michigan
My Commission Expires: 6/4/28

KAYLA CHIAMULERA
Notary Public, State of Michigan
County of Ingham
My Commission Expires 06-04-2028
Acting in the County of Kalamazoo

DEED MASTER

2026-018580
KALAMAZOO COUNTY MI
MEREDITH PLACE
REGISTER OF DEEDS

OFFICIAL LAND RECORD

Document Number: 2026-018580

Arrival Date and Time: 6/18/2026 1:03:00 PM

Recording Date and Time: 6/18/2026 1:09:27 PM

GRANTOR: SPRINKLE ROAD CONDOMINIUM

GRANTEE: MILHAM CORNERS LLC

I hereby certify that this instrument was RECEIVED and
RECORDED on the date and times stamped above in the
OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS,
Kalamazoo County, Michigan.



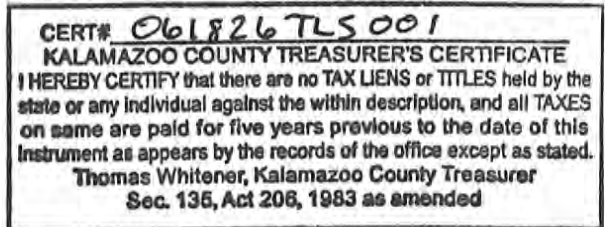
Meredith Place, Clerk/Register
Clerk / Register of Deeds
Kalamazoo County Michigan

For Internal Use ONLY:

DocId: 20279971

TxId: 40240983

Page 1 of 49



**MASTER DEED
OF
MILHAM ROAD CONDOMINIUM ASSOCIATION**
(Pursuant to Act 59, Public Acts of 1978, as amended)

Milham Road Condominium Association Subdivision Plan No. 320 containing:

- (1) Master Deed establishing Sprinkle Road Condominium.
- (2) Exhibit A to Master Deed: Condominium Bylaws.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan.
- (4) Exhibit C to Master Deed: Consent to Submission of Real Property to Condominium Project.
- (5) Exhibit D to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

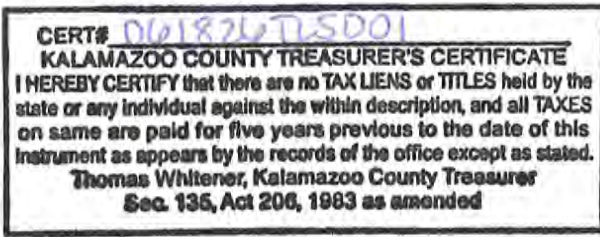
No consideration is given for this Master Deed; as a result, this document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(a).

*This Document Drafted by and
After Recording Return To:*

*David M Scott
9812 W Gull Lake Dr
Richland Mi 49083
269-207-4352*

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/MASTER DEED
of

MILHAM ROAD CONDOMINIUM ASSOCIATION

This Master Deed is signed and delivered on the 2 day of April 2026, **Milham Corners LLC**, a Michigan limited liability company, of 8360 Greenfield Shores, Scotts, Michigan 49088 (the “Developer”), upon the terms and conditions set forth below.

Article I. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. The Developer is engaged in the development of a condominium project to be known as **Milham Road Condominium Association**(the “**Project**”), in the City of Portage, Kalamazoo County, Michigan on a parcel of land as described in Article 2, which shall be known as Kalamazoo Condominium Subdivision Plan No. 320.

1.2 Establishment of Condominium. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as **Exhibit A** and the Condominium Subdivision Plan attached as **Exhibit B** to establish the real property described in Article 2, below, as a condominium project (the “**Condominium**”) under the provisions of the Michigan Condominium Act, as amended (the “**Act**”). The Developer does hereby declare that upon the recording of this Master Deed, the Condominium shall be a Project under the Act and the Project shall be held, conveyed, encumbered, leased, rented, occupied, improved or in any other manner used, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses limitations and affirmative obligations contained in this Master Deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators and assigns.

1.3 Project Description. The Project is a business site condominium. The two (2) Condominium units which may be developed in the Project, including the number, boundaries, dimensions and area of the units (the “**Units**”), are shown on the Condominium Subdivision Plan, attached hereto as **Exhibit B**. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project.

1.4 Co-Owner Rights. Each owner of a Unit (“**Co-Owner**”) in the Project shall have an exclusive property right to the Co-owner’s Unit and to the limited common elements which are appurtenant to the Co-owners Unit, and shall have an undivided right to share with other Co-owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

Article II. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land which is being submitted to Condominium ownership in accordance with the provisions of the Act, is described as follows:

5960 South Sprinkle Road Parcel ID: 10-00001-087-B 6.00 Acres
Portage, MI 49002

Legal Description:

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 01, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION, SOUTH 89 DEGREES 52 MINUTES 54 SECONDS WEST 529.03 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 03 SECONDS EAST (PREVIOUSLY DESCRIBED AS NORTH 00 DEGREES 34 MINUTES 24 SECONDS EAST) 497.87 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 18 SECONDS EAST 528.72 FEET TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION; THENCE ALONG SAID 1/4 LINE, SOUTH 00 DEGREES 34 MINUTES 06 SECONDS WEST (PREVIOUSLY DESCRIBED AS SOUTH 00 DEGREES 34 MINUTES 24 SECONDS WEST) 491.44 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY APPARENT OF RECORD. Split/Combined on 12/13/2022 from 00001-087-A;

2.2 Beneficial Easements. Easements are hereby created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility and other easements, to the extent any such easements are described and/or shown below:

- (a) Terms, covenants and conditions contained in a Declaration of Access Easement, disclosed by instrument recorded in Document No. 2023-008007, Kalamazoo County Records.

Article III. DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of the Sprinkle Road Condominium Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

(a) **Act. “Act” or Condominium Act** means the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended, being MCL 559.101 *et seq.*

(b) **Administrator. “Administrator”** means the Michigan Department of Licensing and Regulatory Affairs, which is designated to serve as administrator of the Act.

(c) **Association.** “**Association**” or “**Association of Co-owners**” or “**Condominium Association**” means the Milham Road Condominium Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

(d) **Association Bylaws.** “**Association Bylaws**” means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.

(e) **Common Elements.** “**Common Elements**” means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Article 4 of this Master Deed.

(f) **Condominium Bylaws.** “**Condominium Bylaws**” means Exhibit A to this Master Deed, which are the Bylaws which describe the substantive rights and obligations of the Co-owners.

(g) **Condominium Documents.** “**Condominium Documents**” means this Master Deed with its exhibits, the Articles and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association and any other document which affects the rights and obligations of a Co-owner in the Condominium.

(h) **Condominium Property.** “**Condominium Property**” or “**Property**” means the land described in Article 2, as the same may be expanded or otherwise amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to that Property.

(i) **Condominium Subdivision Plan.** “**Condominium Subdivision Plan**” or “**Subdivision Plan**” means Exhibit B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.

(j) **Condominium Unit.** “**Condominium Unit**” or “**Unit**” means that portion of the Project which is designed and intended for separate ownership and use, as described in this Master Deed.

(k) **Co-owner.** “**Co-owner**” means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including both the vendee(s) and vendor(s) of any land contract of purchase. The term “**Owner**,” wherever used, is synonymous with the term “**Co-owner**”.

(l) **Developer.** “**Developer**” means MILHAM CORNERS LLC, a Michigan limited liability company, which has signed, delivered and recorded this Master Deed, and the successors and assigns of Developer.

(m) **Development and Sales Period.** “**Development and Sale Period**” means the period continuing for as long as the Developer or its successors continue to own and offer for sale or lease any Unit in the Project, excepting any Unit which was previously conveyed by Developer and then repurchased by Developer.

(n) **General Common Elements.** “**General Common Elements**” means those Common Elements described in Section 4.1, if any, which are for the use and enjoyment of all Co-owners in the Project.

(o) **Limited Common Elements.** “**Limited Common Elements**” means those Common Elements described in Section 4.2, which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(p) **Master Deed.** “**Master Deed**” means this document, together with the exhibits attached to it and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

(q) **Percentage of Value.** “**Percentage of Value**” means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-owner’s vote at meetings of the Association and the proportionate share of each Co-owner in the Common Elements of the Project.

(r) **Project.** “**Project**” or “**Condominium**” means Sprinkle Road Condominium, a business site condominium development initially comprised of three (3) Units established under the provision of the Act.

(s) **Transitional Control Date.** “**Transitional Control Date**” means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where such reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate.

Article IV. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) **Real Estate.** The Property referenced in Article 2 of this Master Deed (except for those portions of the Property described in Section 5.1 as constituting a Unit, and except any portion of the Property designated in Section

4.2 as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress and utility installation over, across and through non-Condominium property and/or individual Units in the Project;

(b) **Improvements.** The curb cuts, private roadways and parking spaces, the open spaces and landscape islands, and the lawns, trees, shrubs and other improvements not located within the boundaries of a Unit. All structures and improvements located within the boundaries of a Unit, including but not limited to parking areas and landscaping, shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements;

(c) **Parking Lot Light Poles.** The parking lot light poles, including the base, vertical pole, and light fixture, whether located within the boundaries of a Unit or outside such boundaries;

(d) **Stormwater Flow and Drainage.** The stormwater flow and drainage system throughout the Project;

(e) **Miscellaneous Common Elements.** All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

(f) **Utility Interests.** Some or all of the utility lines, equipment and systems (including mains and service leads) which currently or will service the Units may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the Developer makes no warranty whatsoever with respect to the nature or extent of such lines, equipment and systems.

(g) **Roadways and Parking Areas.** The curb cuts, private roadways and parking spaces, the open spaces and landscape islands, and the lawns, trees, shrubs and other improvements located within the Project;

(h) **Dumpster Areas.** The enclosed space which surrounds one or more dumpsters located within the Project.

4.2 Limited Common Elements. The Limited Common Elements are:

(a) **Utility Service Lines.** The pipes, ducts, wiring and conduits supplying service to or from a Unit, for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunication services, up to and including the point of lateral connection with the Project or the utility line or system owned by the local public authority or company providing the service;

(b) **HVAC.** The heating, ventilation and air conditioning units located on the roof and supplying service to or from a Unit;

(c) **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by the Developer or by the Association; and

(d) **Subsequent Assignment.** In the event that no specific assignment of one or more of the Limited Common Elements described in this Article has been made in the Subdivision Plan, the Developer, or the Association after the Transitional Control Date, reserves the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(a) **Limited Common Elements.** Each Co-owner shall be responsible for the maintenance, repair and replacement of all Limited Common Elements appurtenant to the Co-owner's Unit;

(b) **Unit Improvements and Other Co-owner Responsibilities.** Unless otherwise stated in this Master Deed, Unit Co-owners shall be responsible for the maintenance, repair and replacement of all structures and improvements and the maintenance, within the boundaries of a Unit;

(c) **Approval and Administration of Improvements Within the Units.** The exterior appearance of all structures, improvements, and landscaped areas shall be governed by the Condominium Association as set forth in Article 7 of the Condominium Bylaws.

(d) **Other Common Elements.** The cost of snow removal, painting or other decoration, lawn mowing, tree trimming and replacement of shrubbery and other plantings, and of cleaning, decoration, maintenance, repair, replacement of all Common Elements other than as described above shall be the responsibility of the Association, except to the extent of repair or replacement of a Common Element due to the act or neglect of a Co-owner or a Co-owner's agent or invitee.

(e) **Maintenance and Repair.** Except as otherwise provided for in this Master Deed, each Co-Owner shall be responsible for the repair and maintenance of all improvements within the Co-Owner's Unit and any appurtenant Limited Common Element. In the event a Co-owner fails, as required by this Master Deed, the By-laws or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain the Co-owner's Unit,

any structure or improvement located within the Unit, or any appurtenant Limited Common Element, then in such instance the Developer, or the Association after the Transitional Control Date, shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it may deem appropriate; provided, that the Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

(f) **Assessment of Costs.** All costs incurred by the Association or the Developer in performing any maintenance functions which are the primary responsibility of a Co-owner shall be charged to the affected Co-owner or Co-owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium By-laws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

4.4 Assignment of Limited Common Elements. Any Limited Common Element may be assigned or re-assigned by written application to the board of directors of the Association by all Co-owners whose interest will be affected by the assignment. Upon receipt of such an application, the Board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall record and deliver the amendment to the Co-owners. The Co-owners which applied for the amendment shall reimburse the Association for all reasonable costs incurred for the preparation and recording of said amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract or other instrument of conveyance or encumbrance all Co-owners, mortgagees and other interested parties are deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after the Development and Sales Period has expired), as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interest in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interest and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any parts of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from the appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or

impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Article V. UNITS

5.1 Description of Units. The condominium consists of three (3) Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors and attached hereto as Exhibit B. Each such Unit shall include all the space within the Unit boundaries as shown on Exhibit B, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100. The percentage of value assigned to each Unit is determinative of each Co-owner's respective share of the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association when a vote is based on percentage of value rather than number. After review of the comparative characteristics of the Units, it was determined that the percentage of value assigned to each Unit shall be based on the size of the Unit, its market value, the allocable expenses of maintenance of the Common Elements and the proportionate effect of each Unit on the Common Elements. As such, the percentages of value applicable to each Unit shall be as follows:

<u>Unit No.</u>	<u>Square Feet</u>	<u>Percentage of Value</u>
1	62,160	78.65%
2	16,875	21.35%
Total	79,035	100%

The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Article IX, expressed in an Amendment to this Master Deed and recorded in the Register of Deeds office in the county in which the Project is located.

5.3 Unit Modification. The number, size, style, boundary, and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors without the consent of any Co-owner, mortgagee (except as provided in the Act) or other interested person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or which is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and the mortgagee of such Unit. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to the Developer and its successors for such purpose which is similar in nature and effect to that described in Section 4.5 of this Master Deed.

Article VI. EXPANDABILITY OF CONDOMINIUM

6.1 Expansion of the Condominium. The Developer reserves the right to redesignate the Project as an expandable project under the Michigan Condominium Act.

Article VII. DEVELOPMENT OF UNITS

7.1 Compliance with Applicable Laws. All Co-owners shall be required to comply at all times with applicable federal, state, and local laws and ordinances, including but not limited to the following:

(a) **Improvements.** Any improvement constructed by a Co-owner on his or her Unit shall comply with applicable ordinances and building codes.

(b) **Storm Water.** All Co-owners shall be responsible to fully mitigate any increase in the volume, or change in direction, of the flow of storm water generated on the surface of any Unit, which results from the installation of new or additional improvements or other development of a Unit.

(c) **Soil Erosion.** In conjunction with the construction of any improvements on a Unit, all Co-owners shall be required to follow all Michigan Soil and Erosion Control Best Management Practices (“BMPs”), and to obtain a soil erosion and sedimentation control permit where required.

Article VIII. EASEMENTS

8.1 Easements for Maintenance and Repair. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of any improvement, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair or maintain common utility services to the Project shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

8.2 **Declaration of Access Easement.** The Real Estate is subject to that certain Declaration of Access Easement, disclosed by instrument recorded in Document No. 2023-008007, Kalamazoo County Records.

Article IX. AMENDMENT, TERMINATION AND WITHDRAWAL

9.1 **Pre-Conveyance Amendments.** If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the Register of Deeds office in the county in which the Project is located.

9.2 **Post-Conveyance Amendments.** If there is a Co-owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) **Non-Material Changes.** The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; or (ii) amendments correcting survey or other errors in the Condominium Documents.

(b) **Material Changes.** An amendment may be made, even if it will materially alter or change the rights of the Co-owners, with the consent of not less than two-thirds (2/3) of the Co-owners and, when required by law, mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without that Co-owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Co-owner and mortgagee. Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction and/or modification of units, shall not be amended without the written consent of the Developer so long as the Developer or its successors continue to own and to offer for sale any Unit in the Project.

(c) **Compliance with Law.** Amendments may be made by the Developer without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-owners and mortgages, to achieve compliance with the Act or rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) **Reserved Developer Rights.** A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for any specific purpose(s) reserved by the Developer in this Master Deed.

(e) **Costs of Amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the Co-owners, the costs of which are expenses of administration. The Co-owners shall be notified of proposed amendments under this Article not less than ten (10) days before the amendment is recorded.

9.3 Project Termination. If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Co-owners and mortgages, in the following manner:

(a) **Termination Agreement.** Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by the Co-owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the Register of Deeds office in the county in which the Project is located.

(b) **Real Property Ownership.** Upon recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Condominium Unit.

(c) **Association Assets.** Upon recordation of a document terminating the Project, any rights the Co-owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

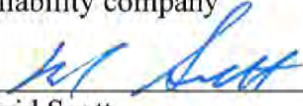
(d) **Notice to Interested Parties.** Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the Administrator.

Article X. ASSIGNMENT OF DEVELOPER RIGHTS

Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the Register of Deeds office in the county in which the Project is located.

This Master Deed has been signed by the Developer as of the date stated on page one.

MILHAM CORNERS LLC, a Michigan
limited liability company

By: 
David Scott
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

This Master Deed was acknowledged before me on the 2 day of April 2026, by David Scott, the Manager of MILHAM CORNERS LLC, a Michigan limited liability company, on behalf of the company.


David Gibbs, Notary Public
Kalamazoo County, MI

My commission expires: July 16, 2031
Acting in the County of Kalamazoo

EXHIBIT A

MILHAM ROAD CONDOMINIUM ASSOCIATION BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. **MILHAM ROAD CONDOMINIUM ASSOCIATION**, a Business Site Condominium Project located in the City of Portage, County of Kalamazoo, State of Michigan, shall be administered by the Milham Road Condominium Association, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act, being MCL 559.103(9), and the Bylaws provided for under the Michigan Nonprofit Corporation Act, being MCL 450.2101, *et seq.* All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Co-owner's Unit in the Condominium.

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number, and one vote, the value of which shall equal the total of the percentages allocated to the Unit or Units owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value.

(d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until such Co-owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in subparagraph (e) below or by a proxy given by such individual representative. The Developer shall be entitled to vote for each Unit which it owns.

(e) Each Co-owner shall file a written notice with the Association designating the

individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 4 of Article II of these Condominium Bylaws. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.

(g) The presence in person or by proxy of any number greater than one-half in number of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in percentage value, as defined in this Master Deed, of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority herein above set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

(j) Except as otherwise provided herein, other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in these Bylaws.

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-

owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be examined at least annually by qualified independent accountants (the "Annual Account Examination") who shall prepare and submit to the Association a report of such examination; provided, however, that such accountants need not be certified public accountants nor does such examination need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of the Annual Account Examination report within ninety (90) days following the end of the Association's fiscal year upon request therefore. The costs of any such examination and any accounting expenses shall be expenses of administration.

Section 4. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto, and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

ARTICLE II

BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be governed by a Board of Directors (hereinafter, the "Board"), all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting of Members held pursuant to Section 4 of this Article II. If a member is a partnership or corporation, then any partner or employee of the partnership, or officer, director or employee of the corporation shall be qualified to serve as a director.

(a) There shall be three (3) Directors of the Association, who shall hold staggered two-year terms. Initially, two Directors shall be designated for one-year terms in the Articles of Incorporation of the Association, and three Directors shall be designated for two-year terms. At the First Annual Meeting held as provided in Section 4 of Article II of these Condominium Bylaws, and at each subsequent annual meeting of the Association, the Co-owners shall elect Directors to fill the positions of those Directors whose term has just expired.

(b) The Board shall have all powers and duties necessary under both the Act and the Michigan Nonprofit Corporation Act for the administration of the affairs of the Association, and may do all acts and things as are not prohibited by the Act or the Condominium Documents or are required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association, the Board shall be responsible specifically for the following:

(1) To manage, operate and administer the affairs of the Association and to maintain the Condominium Project and the Common Elements thereof.

(2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

(5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation maintenance and administration of the Condominium Project.

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes and business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty percent (60%) of all of the members of the Association in number and in value.

(8) To make Rules and Regulations in accordance with Article VII, Section 9 of these Bylaws.

(9) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed solely by the Board. Any such Committee shall have a majority of its members be Members of the Association.

(10) To enforce the provisions of the Condominium Documents.

(c) The Board may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 1(b) of this Article II, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board or of the members of the Association. In no event shall the Board be

authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party. A service contract which exists between the Association and the Developer or affiliates of the Developer, and a management contract with the Developer or affiliates of the Developer is voidable by the Board on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days' notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the transitional control date, the excess period under the contract may be voided by the Board by notice to the management agent at least thirty (30) days before the expiration of the one (1) year.

(d) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such action had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board as provided in the Condominium Documents.

Section 2. The designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association are as follows:

(a) The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board. Other Officers may be elected or appointed by the Board, such Officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary. Any officer may be assigned by the Board any additional title that the Board deems appropriate. All officers must be Directors of the Association.

(b) The officers of the Association shall be elected each year by the Board at the annual meeting of the Association. Unless an officer dies, resigns or is removed from office, he or she shall hold office until the next annual meeting of the Association or until his or her successor is elected.

(c) Any officer may resign at any time by delivering written notice to the President, to the Secretary, or to the Board, or by giving oral or written notice at any meeting of the Association. Any such resignation shall take effect at the time specified therein or, if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(d) Any officer or agent elected or appointed by the Board may be removed by the

Board with or without cause, whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

(e) A vacancy in any office created by the death, resignation, removal, disqualification of any officer, the creation of a new office, or arising from any other cause may be filled by the Board for the unexpired portion of the term or for a new term established by the Board.

(f) The President shall be the chief executive officer of the Association, and, together with the Treasurer and subject to the Board's approval, shall supervise and control all the assets, business and affairs of the Association. The President shall preside over meetings of the Board. Subject to approval by the Board, and together with the Secretary as provided in Section 2(h) of these Bylaws, the President may sign deeds, mortgages, bonds, contracts or other instruments, except when the signing and execution thereof have been expressly delegated by the Board or by these Bylaws to some other officer or agent of the corporation or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as from time to time may be assigned to him or her by the Board.

(g) In the event of the death of the President or his or her inability to act, the Vice President shall perform the duties of the President, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions upon the President. The Vice President shall have, to the extent authorized by the President or the Board, the same powers as the President to sign deeds, mortgages, bonds, contracts or other instruments. Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or the Board.

(h) The Secretary shall (i) keep the minutes of meetings of the Board and any minutes which may be maintained by committees of the Board; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) be custodian of the corporate records of the Association; (iv) keep records of the post office address of each officer and Director; (v) sign with the President, or other officer authorized by the President or the Board, deeds, mortgages, bonds, contracts or other instruments; and (vi) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or the Board.

(i) If requested by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in an amount and with such surety or sureties as the Board may determine. The Treasurer shall (i) have charge and custody of and be responsible for all funds and securities of the Association; (ii) receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; and (iii) in general, perform all duties

incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or the Board.

(j) The officers shall receive no compensation for their service as officers but may receive reimbursement for expenditures incurred on behalf of the Association.

(k) The Board shall have all powers and duties necessary under the Act and under the Michigan Nonprofit Act and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith.

(l) Officers may be compensated but only upon the affirmative vote of more than sixty percent (60%) of all Co-owners in number and in value.

Section 3. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board shall notify all Co-owners thereof.

Section 4. The First Annual Meeting of the Members of the Association may be convened by any Director and may be called, at any time after fifty percent (50%) in value and in number of all Units in all phases of development in the Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said First Annual Meeting be held later than 120 days after eighty percent (80%) of all units in all phases in the condominium have been sold and the purchasers thereof qualified as members of the Association or 24 months after recordation of the Master Deed, whichever first occurs. The date, time and place of such First Annual Meeting shall be set by the Board, and at least fifteen (15) days' written notice thereof shall be given to each Co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified by the Board.

Section 5. An advisory committee of non-developer Co-owners shall be established 1 year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit, for the purpose of facilitating communications and aiding the transition of control to the Association. The advisory committee shall cease to exist when a majority of the Board is elected by the non-developer Co-owners.

Section 6. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% or more of the units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 director as long as the Developer owns at least 1 Unit.

ARTICLE III

ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act, being MCL 559.154.

Section 3. Assessments shall be determined in accordance with the following provisions:

(a) The Board shall establish an annual budget in advance for each fiscal year and such budget shall reflect the Board's estimate for all income and expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. Pursuant to MCL 559.205, an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 of this Article III rather than by special assessments. As a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board, copies of said budget shall be delivered to each Co-owner, and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board at any time determine, in its sole discretion, (1) that the assessment levied is or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements (3) to provide additions to the Common Elements not exceeding \$1,000 annually, or (4) in the event of emergencies, the Board shall have the authority to increase the general

assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

(b) Special assessments, in addition to those required in (a) above, may be made by the Board from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$1,000 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 of this Article III, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners in value and in number.

(c) The minimum standard required by this section may prove to be inadequate for a particular project. The association of co-owners should carefully analyze their condominium project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes.

Section 4. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Section 3(a) of this Article III shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to a Unit or with acquisition of fee simple title to a Unit by any other means. An assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven percent (7%) per annum until paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof.

Section 5. No Co-owner may exempt itself from liability for its contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of its Unit.

Section 6. (a) The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person or entity who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement.

(b) The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures

to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgement shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address or a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds for the county of Kalamazoo prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid.

(d) If the delinquency is not cured within said ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien to his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall also have the right to declare all unpaid installments of the annual assessment for the remainder of the fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him.

Section 7. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessment or charges resulting from a pro rata reallocation of such assessment or charges to all Units including the mortgaged unit).

Section 8. The Developer shall be deemed to be a Co-owner with respect to any Units owned by the Developer after the date of the recording of the Master Deed and shall be responsible for the payment of assessments in accordance with this Article, except that prior to the First Annual Meeting of the Condominium Association, Developer shall not be required to pay full Association assessments. Instead, the Developer must contribute only its proportionate share of the Association's actual expenses.

Section 9. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act, being MCL 559.231.

Section 10. A construction lien otherwise arising under Act. No. 497 of the Michigan Public Acts of 1980, as amended, being MCL 570.1101 et seq., shall be subject to Section 132 of the Act, being MCL 559.232.

Section 11. Pursuant to provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the Purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period of time stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least five days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act.

ARTICLE IV

ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The

Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Notwithstanding anything to the contrary in this Article, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

ARTICLE V

INSURANCE

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) Each Co-owner may obtain insurance coverage at his own expense for his personal property and the improvements located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his unit or upon Limited Common Elements appurtenant to his Unit, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(c) All Common Elements of the Condominium Project shall be insured against all perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association.

(d) All premiums upon insurance purchase by the Association pursuant to these Bylaws shall be expenses of Administration.

(e) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and to the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article VI of these Bylaws, the proceeds of any insurance received by the Association as a result of an loss requiring repair or reconstruction shall be applied for such repair or

reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as its true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney-in-fact shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE VI

RECONSTRUCTION OR REPAIR

Section 1. If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner: If the damaged property is a Common Element or the improvements within a Unit, the property shall be rebuilt or repaired.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. If the damage is to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 of this Article VI. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of all improvements within its Unit.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of

maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. In the event of any taking by eminent domain, the provisions of The Uniform Condemnation Procedures Act (Act 87 of the Public Acts of 1980), being MCL 213.51 et seq., shall be controlling.

Section 7. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VII

RESTRICTIONS

Section 1. No Unit in the Condominium nor any Limited Common Elements shall be used for other than commercial purposes.

Section 2. A Co-owner may lease all or part of its Unit for the same purposes set forth in Section 1 of this Article VII; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the same manner as specified in Section 11 of this Article VII, with the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure, or deed in lieu or other arrangement in lieu of foreclosure. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

Section 3. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 4. No animal shall be permitted on the Condominium premises other than a certified

or licensed service animal, or, in the event a pet supply store occupies all or part of a Unit, an animal visiting such pet supply store. Any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage, or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor.

Section 5. Sidewalks, yard, courtyard, landscaped areas, driveways, road and parking areas shall not be obstructed in any way, nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements.

Section 6. Automobiles and trucks belonging to employees or business invitees of a Co-owner shall park only in designated parking spaces as shown on the site plans attached to the Master Deed as **Exhibit B**. No house trailers, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or any vehicles longer than 18 feet may be parked or stored upon the premises of the Condominium Premises. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. In no event shall vehicles not in operable condition be permitted to be stored or parked on the Condominium Premises.

Section 7. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises.

Section 8. All signage shall comply with applicable ordinances. No signs or other advertising devices shall be displayed without written approval from the Association.

Section 9. Reasonable Rules and Regulations consistent with the Act, the Master Deed and these Bylaws, and concerning the use of the Common Elements, may be made and amended from time to time by the Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer prior to the First Annual Meeting of the entire Association held as provided in Article II, Section 4 of these Bylaws. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners in number and in value.

Section 10. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any limited Common Elements appurtenant thereto at all times without prior notice in the event it may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit; provided, however, that notice shall be given to the Co-owner as soon as is reasonably possible to do so.

Section 11. (a) A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before leasing the Condominium Unit and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent one or more Condominium Units before the transitional control date, it shall notify either the Association or each Co-owner in writing.

(b) Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(c) If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(1) The Association shall notify the Co-owner by hand delivery or certified mail advising the Co-owner of the alleged violation.

(2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, an action for eviction against the tenant, or non-Co-owner and tenant, or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit.

(d) When a Co-owner is in arrearage to the Association for one or more assessments, the Association may provide written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.

Section 12. Each Co-owner shall maintain its Unit and any Limited Common Elements appurtenant thereto for which it has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any

other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article III hereof.

Section 13. None of the restrictions contained in this Article VII shall apply to the commercial activities or signage, if any, of the Developer during the Development and Sales Period as defined in Article III of the Master Deed, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws the same may be amended from time to time. For the purposes of this Section, the Development and Sales Period shall be deemed to continue so long as Developer owns any Unit which he offers for sale. Until all Units in the entire Condominium Project are sold by Developer, Developer shall have the right to maintain a sales office, a business office, storage areas, reasonable parking incident to the foregoing, and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer shall restore the areas so utilized to commercially reasonable status upon termination of use.

ARTICLE VIII

AMENDMENTS

Section 1. These Bylaws may be amended pursuant to the procedures described in Article IX of the Master Deed for amending any of the Condominium Documents, including the right of the Developer or the Association to amend, without the consent of the Co-owners or mortgagees, if the amendment does not materially alter or change the rights of a Co-owner or mortgagee.

Section 2. Upon any such amendments being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Except as expressly limited in Section 5 of this Article VIII, these Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than two-thirds, being sixty-six and two-thirds percent (66 -2/3%), of all Co-owners in number and value.

Section 4. Prior to the First Annual Meeting of members, these Bylaws may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any person to make such amendments, provided such amendments shall not increase or decrease the benefits or obligations, or materially affect the rights, of any member of the Association.

Section 5. Any amendment to these Bylaws shall become effective upon recording of such amendment in the Office of the Register of Deeds for Kalamazoo County. Without the prior written approval of two-thirds of the institutional holders of the first mortgage lien on any Unit in the Condominium, no amendment to these Bylaws shall become effective which involves any change, direct or indirect, in Article I Section 3, Article II Section 1(b), Article III Section 3(a), 4 and 7, Article V Section 1(d), Article VI Sections 1, 3, 6 and 7, Article VII Section 1, Article VIII Sections 3 and 5, or Article XII Section 1.

Section 6. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article VIII shall be binding upon all persons who have an interest in the project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE IX

MORTGAGES

Section 1. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain a record of such information in a book, or other suitable format, entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. Upon such written request, the Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

ARTICLE X

COMPLIANCE

The Association of Co-owners and all present and future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act will govern.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding of which he may be a part or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XII

RIGHTS RESERVED TO DEVELOPER

Section 1. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer.

Section 2. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III Section 3.1 of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby), nor to Developer's rights as a Co-owner.

ARTICLE XIII

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act. Whenever any reference is made to one gender, it will be assumed to include both genders where such reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate, as set forth in Article III Section 3.2 of the Master Deed.

ARTICLE XIV

REMEDIES FOR DEFAULT

Section 1. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

- (a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include with intending to limit same, an action to recover sums due for damage, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) In any proceedings arising because of an alleged default by an Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney's fees.
- (c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, limited or general, or into any Unit, where reasonably necessary, and summarily remove or abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.
- (d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in

Dated: April 2, 2026.

MILHAM CORNERS LLC

By: 
David Scott, Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

Acknowledged before me in Kalamazoo County, Michigan on April __, 2026, by David Scott, as Manager, on behalf of Milham Corners LLC, a Michigan limited liability company.


Notary Name: David Gibbs
Notary public, State of Michigan, County of Kalamazoo
My commission expires July 16, 2031
Acting in the County of Kalamazoo



SIGNATURE PAGE TO CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM PROJECT

Dated: April 2, 2026.

FIRST NATIONAL BANK OF MICHIGAN

By: Brian Mick
BRIAN MICK

Its: VICE PRESIDENT

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

Acknowledged before me in Kalamazoo County, Michigan on April 2, 2026, by
Brian Mick, on behalf of First National Bank of Michigan, a national banking corporation.
Vice President



David Gibbs
Notary Name: David Gibbs
Notary public, State of Michigan, County of Kalamazoo
My commission expires July 16, 2031
Acting in the County of Kalamazoo

Kelsey L. Bailey
KELSEY L. BAILEY
Notary Public – State of Michigan
County of Kalamazoo
My Commission Expires: 4/3/2028
Acting In the County of: Kalamazoo
6.18.26

SIGNATURE PAGE TO CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM PROJECT

KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____ EXHIBIT "B" TO THE MASTER DEED OF: SPRINKLE ROAD CONDOMINIUM

CITY OF PORTAGE, COUNTY OF KALAMAZOO, MICHIGAN

LEGAL DESCRIPTION:

PARCEL #: 00001-087-B

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 01, TOWN 03 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 01, TOWN 03 SOUTH, RANGE 11 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION, SOUTH 89 DEGREES 52 MINUTES 54 SECONDS WEST 529.03 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 03 SECONDS EAST (PREVIOUSLY DESCRIBED AS NORTH 00 DEGREES 34 MINUTES 24 SECONDS EAST) 497.87 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 18 SECONDS EAST 528.72 FEET TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION; THENCE ALONG SAID 1/4 LINE, SOUTH 00 DEGREES 34 MINUTES 06 SECONDS WEST (PREVIOUSLY DESCRIBED AS SOUTH 00 DEGREES 34 MINUTES 24 SECONDS WEST) 491.44 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 8.006 ACRES (261,601 SQ. FT.). SUBJECT TO EASEMENT, RESTRICTIONS, AND RIGHTS OF WAY APPARENT OR OF RECORD.

SHEET INDEX

100	SHEET TITLE
01	COVER SHEET
02	SURVEY PLAN A
03	SURVEY PLAN B
04	SITE PLAN
05	UTILITY PLAN
06	FLOOR PLAN-FIRST FLOOR
07	FLOOR PLAN-MEZZANINE
08	CROSS SECTION PLAN

ATTENTION COUNTY REGISTER OF DEEDS:
THE CONDOMINIUM SUBDIVISION PLAN NUMBER
MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE.
WHEN A NUMBER HAS BEEN ASSIGNED TO THIS
PROJECT IT MUST BE PROPERLY SHOWN ON THIS
SHEET AND IN THE SURVEYOR'S CERTIFICATE ON
SHEET 2.



THIS CONDOMINIUM SUBDIVISION PLAN IS NOT
REQUIRED TO CONTAIN DETAILED PROJECT DESIGN
PLANS PREPARED BY THE APPROPRIATE LICENSED
DESIGN PROFESSIONAL. SUCH PROJECT DESIGN
PLANS ARE FILED, AS PART OF THE CONSTRUCTION
PERMIT APPLICATION WITH THE ENFORCING
AGENCY FOR THE STATE CONSTRUCTION CODE IN
THE RELEVANT GOVERNMENTAL SUBDIVISION. THE
ENFORCING AGENCY MAY BE A LOCAL BUILDING
DEPARTMENT OR THE STATE DEPARTMENT OF
LICENSING AND REGULATORY AFFAIRS.

DEVELOPER:

DEPATE FLUID POWER
6258 AMERICAN AVE
PORTAGE, MI 49602

SURVEYOR:

AR ENGINEERING, LLC
5725 VENTURE PARK DRIVE, SUITE A
KALAMAZOO, MI 49008
TEL. (268) 250-5901 FAX. (268) 509-0804



CIVIL ENGINEER:

AR ENGINEERING, LLC
5725 VENTURE PARK DRIVE, SUITE A
KALAMAZOO, MI 49008
TEL. (268) 250-5901 FAX. (268) 509-0804

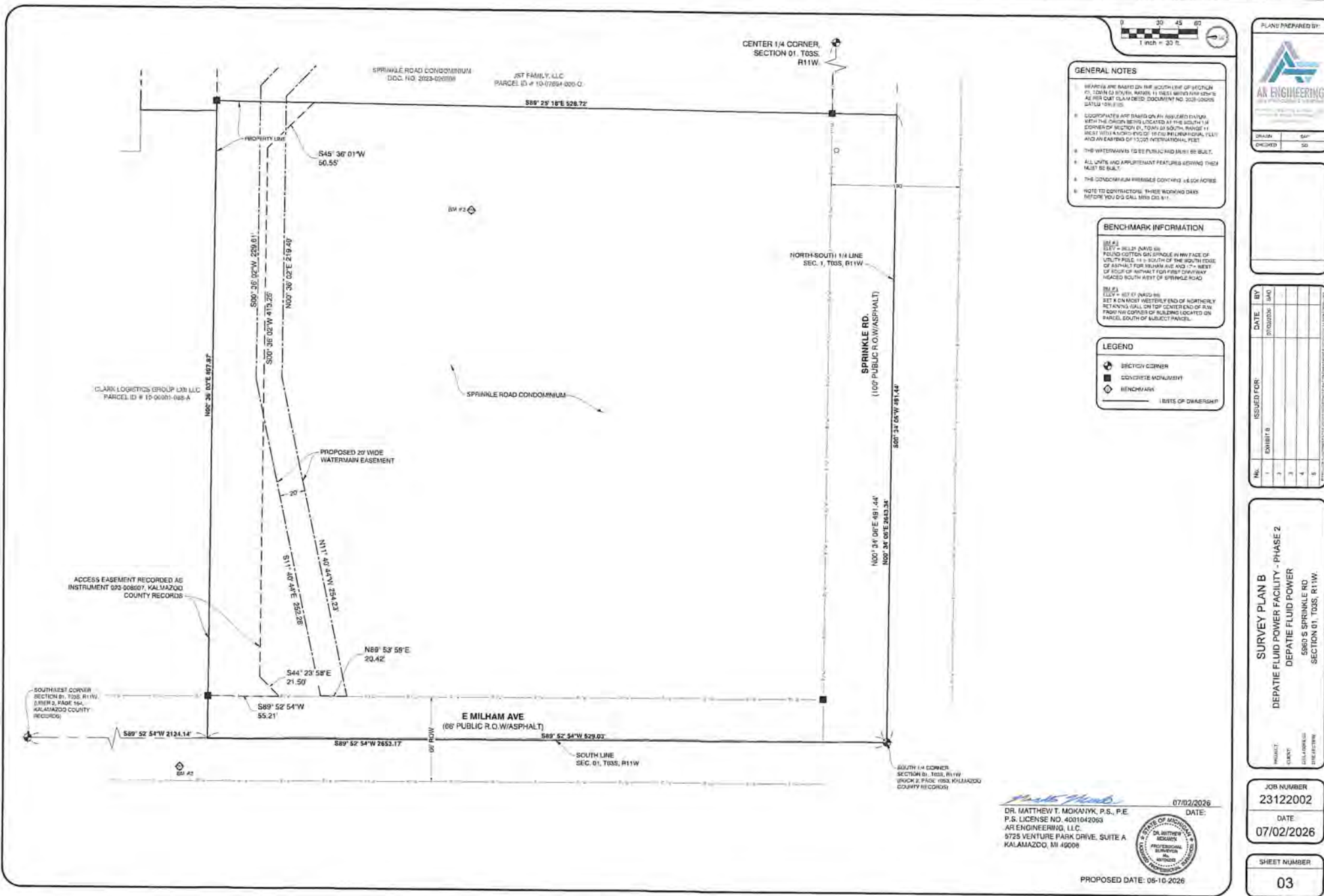


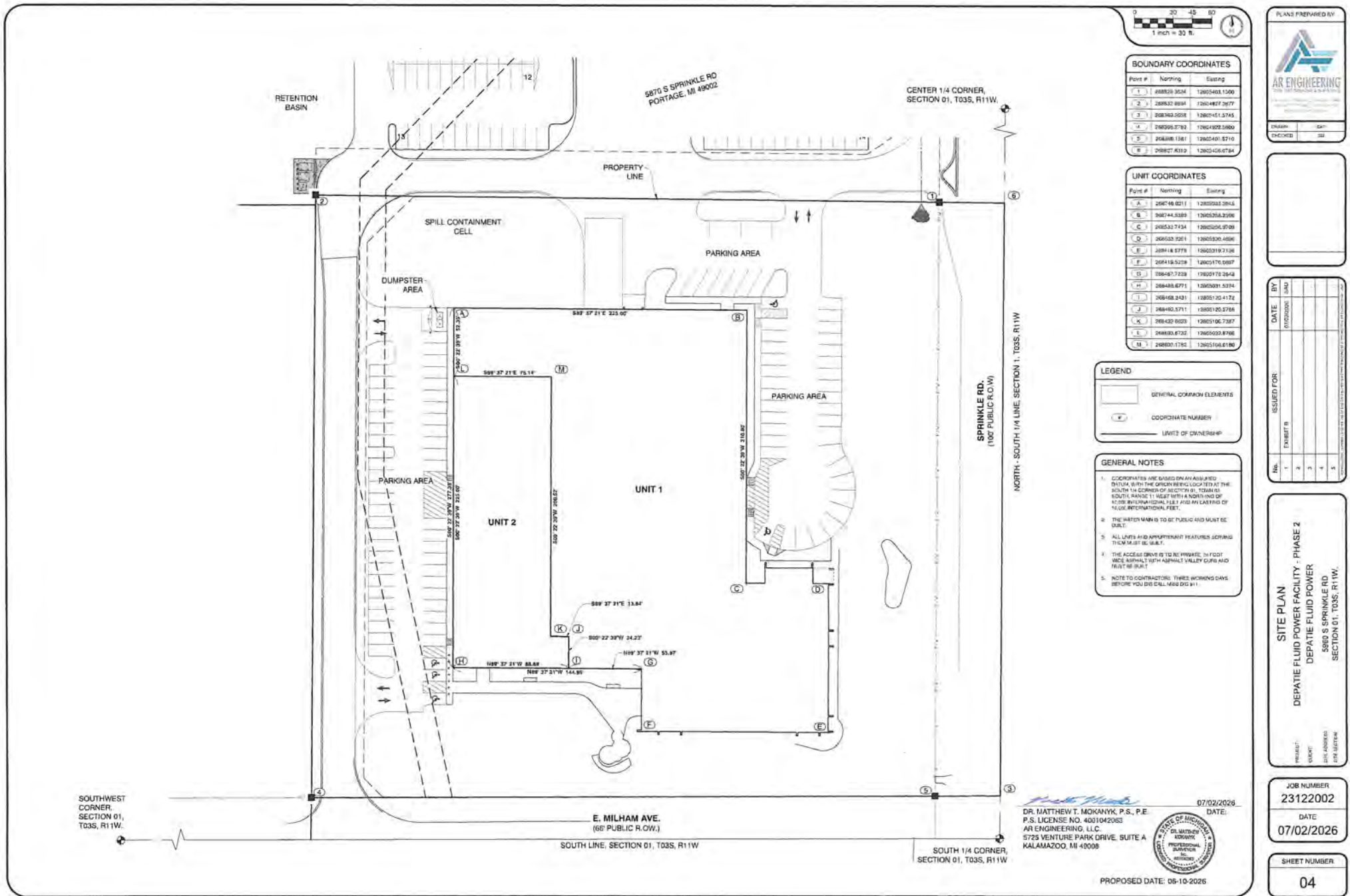
DR. MATTHEW MOKANYK, P.E., P.S. # 4001042063
DATE 07/02/2026



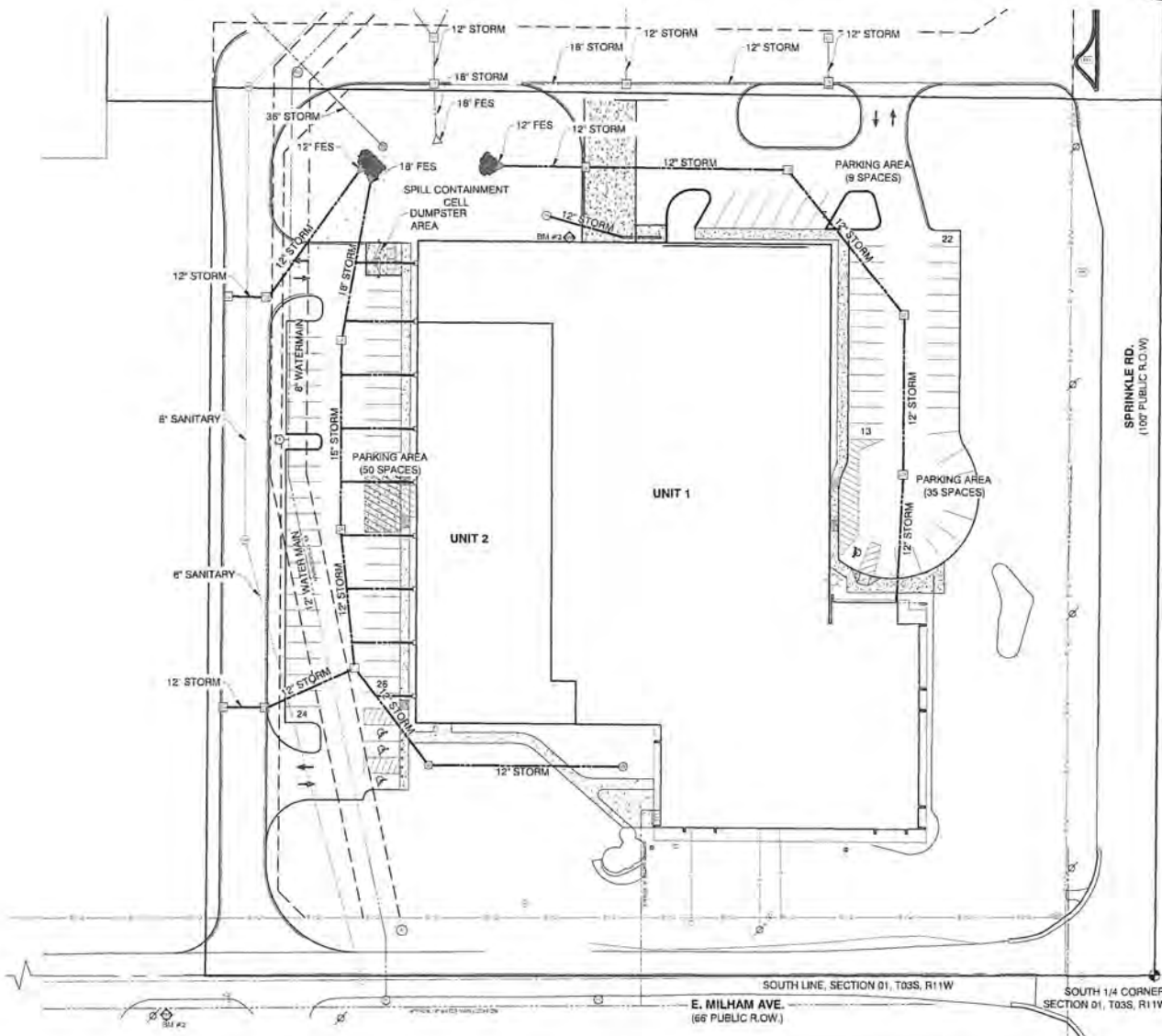
SPENCER ODELL, P.E.
DATE 1/2/2026

SHEET NUMBER
01





SOUTHWEST CORNER,
SECTION 01, T03S, R11W.



LEGEND

- ⊙ WATER SERVICE METER PIT
- ⊙ FDC CONNECTION
- ⊙ EXISTING MONITOR WELL
- ⊙ EXISTING HYDRANT
- ⊙ WATER VALVE
- ⊙ HYDRANT
- ⊙ SANITARY MANHOLE
- ⊙ STORM CATCH BASIN
- ⊙ STORM YARD DRAIN
- ⊙ STORM MANHOLE
- ⊙ STORM FLARED END SECTION
- ⊙ ELECTRIC GUY WIRE
- ⊙ POWER POLE
- ⊙ COMMUNICATIONS HAND HOLE
- STORM PIPE
- SANITARY PIPE
- WATER MAIN
- GAS SERVICE
- TELEPHONE SERVICE
- ELECTRIC SERVICE
- EXISTING WATER MAIN
- EXISTING SANITARY PIPE

GENERAL NOTES

1. THE WATER MAINS TO BE PUBLIC AND MUST BE BUILT.
2. ALL UNITS AND APPURTENANT FEATURES SERVING THEM MUST BE BUILT.
3. PUBLIC UTILITY SERVICES WITHIN PROJECT MUST BE BUILT.
4. EXISTING UNDERGROUND UTILITIES SHOWN ON UTILITY PLAN ARE AN APPROXIMATE LOCATION AND HAVE BEEN LOCATED OR SHOWN TO THE BEST OF OUR ABILITY.
5. ALL IRREGULAR UTILITIES NOT SHOWN AND METER LOCATIONS TO BE SHOWN ON AS-BUILTS.
6. NOTE TO CONTRACTORS: THIRDS WARNING TAPE BEFORE YOU DIG CALL 800 451 1111.

PLANS PREPARED BY



DRAWN BY: [blank]
CHECKED BY: [blank]

BY: [blank]

DATE: [blank]

ISSUED FOR: [blank]

EXHIBIT: [blank]

No. 1 2 3 4 5

UTILITY PLAN
DEPATIE FLUID POWER FACILITY - PHASE 2
DEPATIE FLUID POWER
5960 S SPRINKLE RD
SECTION 01, T03S, R11W

PROJECT: [blank]
SUBJECT: [blank]
SITE LOCATION: [blank]

JOB NUMBER
23122002

DATE
07/02/2026

SHEET NUMBER
05

DR. MATTHEW T. MOKANYK, P.S., P.E.
P.S. LICENSE NO. 4001042003
AR ENGINEERING, LLC.
5725 VENTURE PARK DRIVE, SUITE A
KALAMAZOO, MI 49008



07/02/2026
DATE

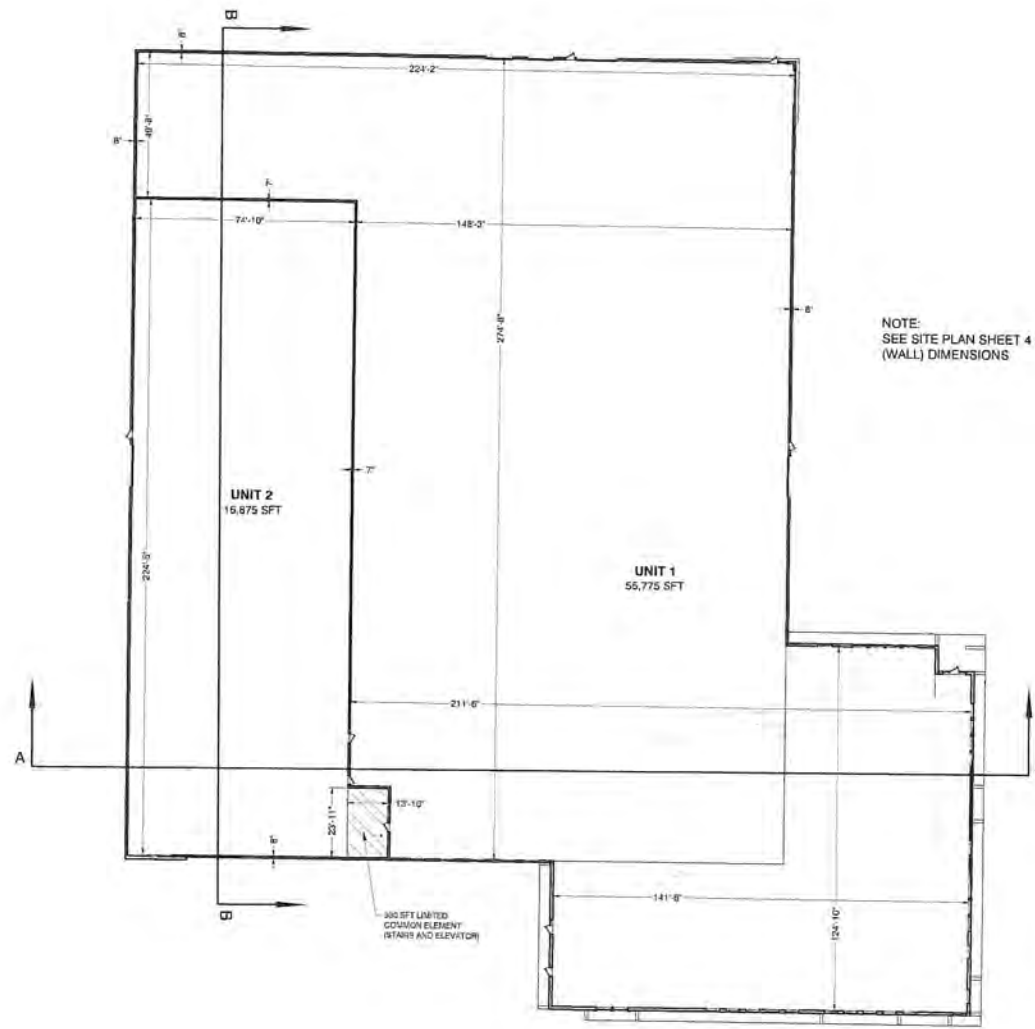
PROPOSED DATE: 06-10-2026



PLANS PREPARED BY:



DRAWN BY:
 CHECKED BY:
 DATE:
 SHEET: 06



NOTE:
SEE SITE PLAN SHEET 4 FOR UNIT
(WALL) DIMENSIONS

GENERAL NOTES

1. ALL EXTERIOR WALLS ARE GENERAL COMMON ELEMENT.
2. ALL INTERIOR WALLS BETWEEN UNITS ARE GENERAL COMMON ELEMENT.
3. ALL DIMENSIONS ARE IN FEET.
4. ALL BUILDINGS AND UNITS MUST BE BUILT.
5. FOUNDATION FOOTINGS AND ROOF LINES SHOWN ARE PICTORIAL ONLY AND MAY NOT REPRESENT THE ACTUAL CONSTRUCTION.
6. OWNERSHIP LINES ARE 30" TO EACH OTHER UNLESS OTHERWISE NOTED.
7. THIS PLAN IS A REPRESENTATION OF THE UNITS UNDER VARIATION. DIMENSIONS AND/OR SQUARE FEET ARE ALSO POSSIBLE.
8. ALL LOAD BEARING BEAMS, COLUMNS AND WALLS, SHOWN OR NOT ARE GENERAL COMMON ELEMENT.
9. UNIT AREAS AS SHOWN ARE BASED UPON DIMENSIONS COMPUTED TO THE EXTERIOR WALLS AND TO THE CENTER OF THE DIVING WALLS WITH UNIT OWNERSHIP EXTENDING TO THE EXTERIOR FACE OF EACH UNIT.

LEGEND

- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- LIMITS OF OWNERSHIP

NO.	ISSUED FOR:	DATE	BY
1	EXHIBIT B		
2			
3			
4			
5			

FLOOR PLAN FIRST FLOOR
DEPATIE FLUID POWER FACILITY - PHASE 2
DEPATIE FLUID POWER
5660 S SPRINKLE RD
SECTION 01, T03S, R11W.

PROJECT:
 CLIENT:
 SITE ADDRESS:
 SITE SECTION:

JOB NUMBER
23122002

DATE
06/09/2026

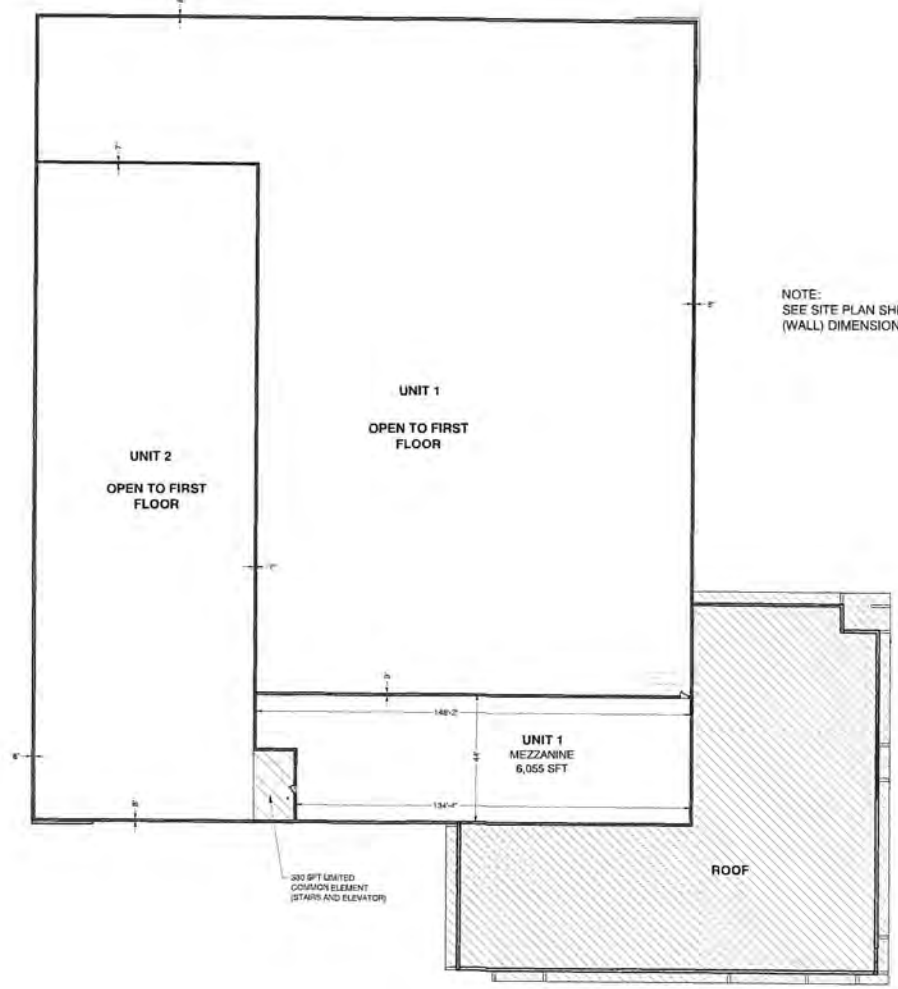
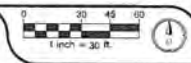
SHEET NUMBER
06

DR. MATTHEW T. MOKANYK, P.S., P.E.
P.S. LICENSE NO. 4001042063
AR ENGINEERING, LLC
5725 VENTURE PARK DRIVE, SUITE A
KALAMAZOO, MI 49005

07/02/2026
DATE:

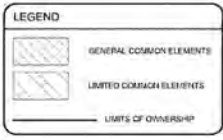


PROPOSED DATE: 06-10-2026



NOTE:
SEE SITE PLAN SHEET 4 FOR UNIT
(WALL) DIMENSIONS

- GENERAL NOTES**
1. ALL EXTERIOR WALLS ARE GENERAL COMMON ELEMENT.
 2. ALL INTERIOR WALLS BETWEEN UNITS ARE GENERAL COMMON ELEMENT.
 3. ALL DIMENSIONS ARE IN FEET.
 4. ALL DIMENSIONS ARE TO THE FACE OF THE WALL UNLESS OTHERWISE NOTED.
 5. FOUNDATION FOOTINGS AND ROOF LINE SHOWN ARE PICTORIAL ONLY AND MAY NOT REPRESENT THE ACTUAL CONSTRUCTION.
 6. DIMENSION LINES ARE 30' TO EACH OTHER UNLESS OTHERWISE NOTED.
 7. THIS PLAN IS A REPRESENTATION OF THE UNITS. MINOR VARIATIONS IN DIMENSIONS AND OR SQUARE FEET ARE ALSO POSSIBLE.
 8. ALL LEADING BEARING WALLS, COLUMNS AND WALLS, SHOWN OR NOT ARE GENERAL COMMON ELEMENT.
 9. UNIT AREAS AS SHOWN ARE BASED UPON DIMENSIONS COMPARED TO THE EXTERIOR WALLS AND TO THE CENTER OF THE DIVIDING WALLS WITH UNIT OWNERSHIP EXTENDING TO THE EXTERIOR FACE OF EACH UNIT.



Matthew T. Mokanyk
DR. MATTHEW T. MOKANYK, P.S., P.E.
P.S. LICENSE NO. 4001042063
AR ENGINEERING, LLC.
5725 VENTURE PARK DRIVE, SUITE A
KALAMAZOO, MI 49008



PROPOSED DATE: 09-10-2026

PLANS PREPARED BY:

AR ENGINEERING
ARCHITECTURAL & ENGINEERING
5725 VENTURE PARK DRIVE, SUITE A
KALAMAZOO, MI 49008
(269) 483-1111

DESIGNED BY	DATE
CHECKED BY	DATE

--

REV.	ISSUED FOR	DATE	BY
1	EXHIBIT B		
2			
3			
4			
5			

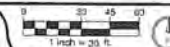
FLOOR PLAN MEZZANINE
DEPATIE FLUID POWER FACILITY - PHASE 2
DEPATIE FLUID POWER
5960 S SPRINKLE RD
SECTION 01, T03S, R11W

PROJECT:
CLIENT:
DATE ISSUED:
DATE REVIEW:

JOB NUMBER
23122002

DATE
06/09/2026

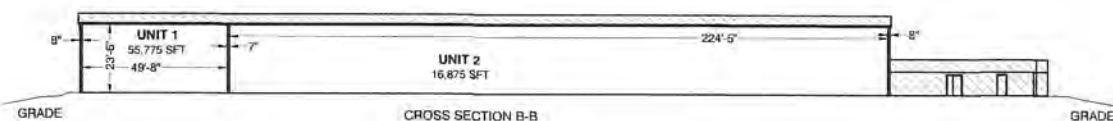
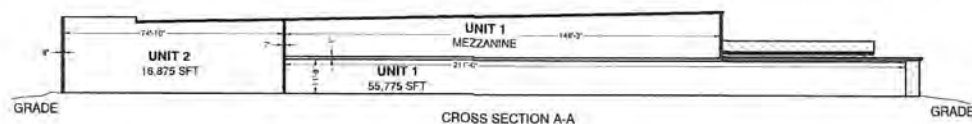
SHEET NUMBER
07



PLANS PREPARED BY

AR ENGINEERING
ARCHITECTURAL & ENGINEERING

DESIGNER	DATE
CHECKED	BY



NOTE:
SEE SITE PLAN SHEET 4 FOR UNIT
(WALL) DIMENSIONS

GENERAL NOTES

1. ALL EXTERIOR WALLS ARE GENERAL COMMON ELEMENT.
2. ALL INTERIOR WALLS BETWEEN UNITS ARE GENERAL COMMON ELEMENT.
3. ALL DIMENSIONS ARE IN FEET.
4. ALL BUILDINGS AND UNITS MUST BE BUILT.
5. FOUNDATION FOOTINGS AND RUSH LIMITS SHOWN ARE PICTORIAL ONLY AND MAY NOT REPRESENT THE ACTUAL CONSTRUCTION.
6. OVERSIGHT LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.
7. THIS PLAN IS A REPRESENTATION OF THE UNITS, MECHANICAL VARIATIONS IN DIMENSIONS AND/OR SQUARE FOOT ARE ALSO POSSIBLE.
8. ALL LOADING BEARING BEAMS, COLUMNS AND WALLS SHOWN OR NOT ARE GENERAL COMMON ELEMENT.
9. UNIT AREAS AS SHOWN ARE BASED UPON DIMENSIONS COMPUTED TO THE EXTERIOR WALLS AND TO THE CENTER OF THE EXTERIOR WALLS WITH UNIT OVERSIGHT EXTENDING TO THE EXTERIOR FACE OF EACH UNIT.

LEGEND

- | | |
|--|-------------------------|
| | GENERAL COMMON ELEMENTS |
| | UNITS OF OWNERSHIP |

DR. MATTHEW T. MOKANYK, P.S., P.E.
P.S. LICENSE NO. 4001042083
AR ENGINEERING, LLC
3725 VENTURE PARK DRIVE, SUITE A
KALAMAZOO, MI 49008



PROPOSED DATE: 05-10-2026

BY	DATE	ISSUED FOR
1	10/02/2026	EXHIBIT B
2		
3		
4		
5		

CROSS SECTION PLAN
DEPATIE FLUID POWER FACILITY - PHASE 2
DEPATIE FLUID POWER
5860 S SPRINKLE RD
SECTION 01, T03S, R1W

JOB NUMBER
23122002
DATE
06/09/2026

SHEET NUMBER
08

EXHIBIT C

CONSENT TO SUBMISSION OF REAL PROPERTY TO CONDOMINIUM PROJECT

WHEREAS, MILHAM CORNERS LLC, a Michigan limited liability company qualified in Michigan, as Developer, intends to establish Milham Road Condominium as a business site condominium project by recordation in the Office of the Kalamazoo County Register of Deeds of a Master Deed for Milham Road Condominium, submitting to condominium ownership the real property in the City of Portage, Kalamazoo County, Michigan, described therein; and

WHEREAS, First National Bank of Michigan, a national banking corporation, is interested in the above-described premises as mortgagee under that certain Future Advance Mortgage with Milham Corners LLC dated October 14, 2025, and recorded on October 16, 2025 as Doc. No. 2025-027065 of Kalamazoo County Records, as amended by that certain Amendment to Future Advance Mortgage dated October 14, 2025 and recorded on October 16, 2025 as Doc No. 2025-027065 of Kalamazoo County Records (the "Mortgage"); and

NOW, THEREFORE, MILHAM CORNERS LLC, as Tenant, and First National Bank of Michigan, a national banking corporation, as Mortgagee under the Mortgage and Leasehold Mortgage, hereby consent to the submission of the aforesaid property to the condominium project described and set forth in the Master Deed, and consents to the recordation of the Master Deed in the Office of the Register of Deeds for Kalamazoo County, Michigan. The priority and all of the terms, conditions and restrictions of the Mortgage and the Leasehold Mortgage shall be undisturbed by this submission and shall remain in full force and effect.

Signatures begin on the following page.

the same manner as prescribed in Article III, Section 4 of these Bylaws. Thereafter, fines may be assessed only upon a finding by the Board that the violation has occurred after notice to the offending Co-owner as prescribed in said Article III, Section 4 and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article III of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$25 for the second violation; \$50 for the third violation; or \$100 for any subsequent violation; all in addition to any other remedy authorized in these Bylaws.

Section 2. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

Section 3. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to be constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XV

SEVERABILITY

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

EXHIBIT D

AFFIDAVIT OF MAILING

**NOTICE OF INTENT
TO ESTABLISH CONDOMINIUM
PROJECT**

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

David M Scott, being duly sworn, states that on April 2, 2026, and in compliance with MCL 559.171, served copies of a Notice of Intent with regard to the Milham Road Condominium Association Project upon the following persons at the addresses listed below by mailing them the Notice of Intent by United States mail, certified mail, return receipt requested, first class postage fully prepaid:

Dep. of Environmental Quality (EGLE)
Environmental Health Section
Water Division
P.O. Box 30630
Lansing, Michigan 48909-8130

City of Portage
Attn: City Assessor
7900 South Westnedge Avenue
Portage, MI 49002

Michigan Department of Transportation
Bureau of Highway Ops, Design Div.
P.O. Box 30050
Lansing, MI 48909

Kalamazoo County Drain
Commissioner
201 West Kalamazoo Avenue
Kalamazoo, MI 49007

Road Commission of Kalamazoo County
3801 E Kilgore Rd
Kalamazoo, MI 49001

By: *David M. Scott*
David M Scott

Acknowledged before me in Kalamazoo County, Michigan on April 2, 2026, by ~~Kimberly L. Swinchart.~~ *David Gibbs*

David M. Scott



David Gibbs
Notary Name: *David Gibbs*
Notary public, State of Michigan, County of Kalamazoo
My commission expires *July 16, 2031*
Acting in Kalamazoo County

Kelsey J. Bailey
KELSEY L. BAILEY
Notary Public - State of Michigan
County of Kalamazoo
My Commission Expires: 4/3/2028
Acting in the County of: *Kalamazoo*
06-18-26



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION

NOTICE OF INTENT TO ESTABLISH CONDOMINIUM PROJECT

Issued under authority of Public Act 59 of 1978, as amended, Section 71

"Sec. 71. Not less than 10 days before taking reservations under a preliminary reservation agreement for a unit in a condominium project, recording a master deed for a project, or beginning construction of a project which is intended to be a condominium project at the time construction is begun, whichever is earliest, a written notice of proposed action shall be provided to each of the following:

- A. The appropriate city, village, township, or county.*
- B. The appropriate county road commission and county drain commissioner.*
- C. The Department of Environment, Great Lakes, and Energy.*
- D. The state transportation department."*

Project Name: Milham Road Condominium	County: Kalamazoo
City/Township: Portage	Type of Development: New Construction: ☒ Conversion: ☐
The Number of Units: 2	Total Property Size: 6 acre plot; 72,217, ex sq foot building

Applicable rules and information can be found at Michigan.gov/EGLEOnsiteWastewater. The following request for information is intended to facilitate developer notification of proposed action to the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

The completed form should be returned to:

Environmental Health Programs Unit
Attn: Onsite Wastewater Program
Drinking Water and Environmental Health Division
Michigan Department of Environment, Great Lakes, and Energy
P.O. Box 30817
Lansing, Michigan 48909-8311

Name and address of developer:	Milham Corners LLC 8360 Greenfield Shores Scotts, Michigan 49088
Name and address of firm preparing the condominium subdivision plan:	AR Engineering 5725 Venture Park Drive, Suite A Kalamazoo, MI 49009
Legal description of property:	See Attached Exhibit A.

Wastewater System Information:

A. The owner/developer will construct a public wastewater system to serve this project? Yes ☐ No ☒
B. If yes, has the owner/developer obtained the necessary construction permit from EGLE? Yes ☐ No ☒ Permit Number:
C. This project will connect to an existing municipal wastewater treatment system and no new extension is required? Yes ☒ No ☐ Government Entity: City of Portage

- D. Is an extension of an existing municipal wastewater treatment system needed to serve this project?
Yes ☐ No ☒
- E. If yes, has the municipality obtained a construction permit from EGLE?
Yes ☐ No ☒
Permit Number:

Water System Information:

- A. The owner/developer will construct a public water system to serve this project?
Yes ☐ No ☒
- B. If yes, will the water system serve more than 25 people or have more than 15 service connections?
Yes ☐ No ☒
- C. If yes, has the owner/developer obtained the necessary construction permit from EGLE?
Yes ☐ No ☒
Permit Number:
- D. This project will connect to an existing water main that is part of a municipal water system and no new water main extension is required?
Yes ☒ No ☐
Governmental Entity: City of Portage
- E. Is an extension of an existing municipal water system needed to serve the project?
Yes ☐ No ☒
- F. If yes, has the municipality obtained a construction permit from EGLE?
Yes ☐ No ☒
Permit Number:

Individual Onsite Sewage Disposal Systems and/or Individual Well Information:

In accordance with Section 71(a) of the Condominium Act, if public water and public sewers are not available and it is intended that the project will be served by individual onsite sewage disposal systems and/or individual wells, the developer shall submit three copies of the condominium subdivision plan to EGLE or local health department (LHD) that elects to maintain jurisdiction.

- A. Project is intended to be served by individual onsite sewage disposal systems for each unit?
Yes ☐ No ☒
If yes, has the LHD completed their review of the project?
Yes ☐ No ☒
- B. Project is intended to be served by individual wells for each unit?
Yes ☐ No ☒
If yes, has the LHD completed their review of the project?
Yes ☐ No ☒
- C. The required plans will be filed with:
☐ EGLE
Date plans will be filed: _____
☐ The LHD
Date plans will be filed: _____
- D. Has the form; Subdivision and Condominium Site Report (EGLE form EQP1755) been completed and submitted to the LHD for preliminary review if Onsite Sewage or Individual Well proposed? Yes ☐ No ☒

Name: David Scott	Title: Manager, Milham Corners LLC
Signature: 	Date: 4/2/2026

TAX ABATEMENT AGREEMENT

This Agreement is made between THE CITY OF PORTAGE, a Michigan Municipal Corporation, of 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter referred to as "CITY", and MILHAM CORNERS, LLC, a Michigan corporation, of 5960 South Sprinkle Road, Suite #2, Portage, Michigan 49002, hereinafter referred to as "APPLICANT."

THE PARTIES AGREE AS FOLLOWS:

1. The CITY has established Industrial Development District #97 in which the APPLICANT proposes to locate a facility in the City of Portage, County of Kalamazoo, State of Michigan, and which is described as follows:

See attached.

2. The APPLICANT has filed an application (which is incorporated herein by reference) with the CITY requesting an industrial facilities exemption certificate ("certificate") for real property and building improvements ("facility") located at 5960 S. Sprinkle Road, Suite #2, Portage, Michigan, within Industrial Development District #97.
3. The APPLICANT has represented that the application relates to a speculative building within the meaning of Public Act 198 of 1974, MCLA 207.551, et seq.
4. The term of the certificate granted by the CITY shall be six (6) years after completion of the facility (building). This agreement shall remain in force as to each certificate granted for the term of said certificate.
5. The APPLICANT has represented to the CITY that granting of the certificate will enable the facility to be completed, which will have a reasonable likelihood to create employment, retain employment, and prevent a loss of employment within the CITY.
6. The APPLICANT agrees to maintain the facility for the entire period of the Certificate within the CITY and not to move or relocate the facility, business, or any material portion of either outside the CITY without replacing the relocated portion with real property improvements of equal or greater value, and without first obtaining the permission of the CITY. If the APPLICANT relocates the facility, business, or any material portion of either without this replacement and without the CITY's consent outside of the CITY during the period in which the industrial facilities exemption certificate is in effect, the APPLICANT is liable to the CITY for an amount equal to the difference between the industrial facilities tax to be paid by the owner or lessee of that relocated facility for the tax years remaining under the industrial facilities exemption certificate that is in effect and the general ad valorem property tax that the Applicant would have paid if the Applicant did not have an industrial facilities exemption certificate in effect for those years. The CITY will not impose this liability without first giving the APPLICANT an opportunity to meet with CITY representatives. The payment provided in this section shall be distributed in the same manner as the industrial facilities tax is distributed.
7. The APPLICANT agrees that during the term of the certificate, all CITY taxes shall be timely paid. Further, APPLICANT agrees that by accepting the benefits of the tax abatement, it waives appeal of personal and/or real property tax assessments concerning property which is the subject of the certificate. Appeal of the personal and/or real property taxes, which is the subject of the certificate, during the term of the certificate shall result in revocation of the certificate and/or termination of the district, and APPLICANT shall repay to the CITY and all taxing authorities the amount of taxes that were abated by reason of the certificate. This waiver does not apply to the first annual assessment after completion of construction.

8. The APPLICANT further agrees that during the term of the certificate, the APPLICANT shall be in full compliance with all applicable CITY codes.
9. The APPLICANT further agrees that during the term of the certificate, the APPLICANT shall not discriminate against any person on the basis of race, creed, color, sex, religious orientation, or other criteria not reasonably related to the job.
10. The APPLICANT further agrees to submit an annual project performance report to the CITY, addressed to the City Council, provided under oath, setting forth the progress in attaining and maintaining the requirements of this Agreement and the provisions of the certificate application. Such reports shall be furnished in duplicate on or before July 1 of each year and shall contain if applicable, at minimum, the following:
 - (a) The number of new jobs promised in the certificate and the actual number of new jobs created.
 - (b) The number of employees at the time of the application and the current number of employees.
 - (c) If the projection for creation or retention of jobs was not reached, give an explanation.
 - (d) The estimated project cost given in the application and the actual project cost.
 - (e) If actual project costs differ substantially from projected costs, give an explanation.
11. The APPLICANT agrees that if employment has not been retained or reached as represented, the construction and/or expansion project has not been completed or expenditures made as described in the Application, or if APPLICANT fails to fulfill any other provision of this Agreement as well as the provisions of Act 198 of 1974, the CITY shall have the right (after giving APPLICANT an opportunity to meet with CITY representatives) to reduce the term or revoke the certificate and APPLICANT shall repay to the CITY and all taxing authorities the amount of taxes that were abated by reason of the certificate plus all accrued interest, penalties and administrative fees applicable to said tax exemptions in the amount as would be collected if the same were considered delinquent. Any payments due under this paragraph may be collected by either court proceedings or by adding to the next taxes due against the APPLICANT'S property on the next tax roll of the CITY. This section does not apply to the extent that the APPLICANT demonstrates to the CITY by clear and convincing evidence that the failure was caused by unfavorable economic business conditions, loss of business, or some other reason beyond the control of APPLICANT.
12. After the certificate is issued, the CITY agrees to maintain the same in full force and effect during the term of the certificate, subject to any regulations and requirements of state law, and subject to any breach of the provisions of this agreement by APPLICANT.
13. The parties agree that the CITY, in approving the tax abatement, has relied on the actions, representations and promises (including the Application) of the APPLICANT. Default of any of the provisions of this Agreement may be enforced in law or equity. The parties agree that exclusive jurisdiction to resolve any disputes on this contract shall be in Kalamazoo County, Michigan.
14. If the various sections and provisions of this Agreement shall be deemed to be declared by any court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of the Agreement as a whole or any section or provision hereof other than the section or provision so declared to be unconstitutional or invalid.
15. The benefits herein shall accrue to, and the obligations hereof shall bind the successors, assignees, and transferees of the APPLICANT.

16. The APPLICANT further agrees that should ownership of the business and/or facility for which the Public Act 198 exemption certificate is issued be changed in the future, thereby requiring a hearing in front of the City of Portage Council under state law, that the transferee or new owner shall abide by all the terms and conditions of this Agreement, and that APPLICANT will communicate all terms and conditions of this Agreement to the transferee or new owner and assist the CITY in obtaining the signature of the authorized agent of the transferee or new owner on this Agreement or an identically worded Agreement.

By signatures of representatives of both the APPLICANT and the CITY below, it is understood that both the APPLICANT's investment in the project and the CITY's investment through the granting of a certificate is to encourage economic growth. It is also acknowledged that certain economic conditions can, at times, prohibit the maintenance of the APPLICANT's targeted status. It is understood that if such conditions exist at the time of the designated APPLICANT reports, the governing body of the CITY will carefully evaluate the APPLICANT's situation and will inform the APPLICANT if any action is considered in order to give the APPLICANT an opportunity for correction.

Dated: _____, 2026

MILHAM CORNERS, LLC

By: _____

Its:

WITNESSED:

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO)

On this ____ day of _____, 2026 before me personally came the above named _____ on behalf of MILHAM CORNERS, LLC who acknowledges that he/she has read the foregoing Tax Abatement Agreement by him subscribed and knows the contents thereof, and that he/she has the authority of said corporation to execute this Agreement, and acknowledges that he/she executed the same as his/her free act and deed.

_____, Notary Public
Kalamazoo County, Michigan
My Commission Expires: _____
Acting in Kalamazoo County, Michigan

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

CITY OF PORTAGE, a Michigan Municipal Corporation

By: _____
Patricia M. Randall
Its: Mayor

By: _____
Erica Eklov
Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO)

On this _____ day of _____, 2026 before me personally came the above named Patricia M. Randall and Erica Eklov, to me personally known, who being duly sworn, did and each for themselves say that they are respectively the Mayor and Clerk of the municipal corporation named in and who executed the within instrument and that said instrument was signed on behalf of said corporation by authority of its City Council; and said Patricia M. Randall and Erica Eklov acknowledge said instrument to be the free act and deed of said municipal corporation.

_____, Notary Public
Kalamazoo County, Michigan
My Commission Expires: _____
Acting in Kalamazoo County, Michigan

Prepared by:
Catherine P. Kaufman (P65412)
Portage City Attorney
470 W. Centre Ave, Suite A
Portage, Michigan 49024

Approved as to Form:
Date: <u>8/6/2026</u>
By: <u>Catherine P. Kaufman</u> City Attorney

AFFIDAVIT WITH REGARD TO FEES
PA 198 of 1974
APPLICATION FOR MILHAM CORNERS, LLC (SUITE 2)

STATE OF MICHIGAN)
)ss.
COUNTY OF KALAMAZOO)

NOW COME Affiants, Erica Eklov and _____, and state as follows:

1. Erica Eklov is the City Clerk and an official for the City of Portage.
2. David Scott is the General Manager of the applicant, Milham Corners, LLC, who is an applicant for an industrial facilities exemption certificate.

3. Affiants are aware of the following provision, being Section 5(3) of Act No. 198 of the Public Acts of 1974, as amended:

The local government unit may charge the applicant an application fee to process an application for an industrial facilities exemption certificate. The application fee shall not exceed the actual cost incurred by the local government or unit in processing the application or 2% of the total property taxes stated under this Act for the term that the industrial facilities exemption certificate is in effect, whichever is less. A local government unit shall not charge an applicant any other fee under this Act.

4. Affiants state that no payment of any kind in excess of the fee allowed by the above provision of Act 198, as amended, has been made or promised in exchange for favorable consideration of an exemption certificate application.

5. Affiants realize that any fee, payment in lieu of taxes, donations, or any other such payments as a condition precedent to approving industrial facilities exemption certificates would be contrary to the legislative intent of Act 198.

6. Each affiant has the authority to make this affidavit on behalf of the entity he or she represents.

CITY OF PORTAGE, a Michigan Municipal
Corporation

Date: _____, 2026

By: _____
ERICA EKLOV
Its: City Clerk

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

County, Michigan
My commission expires: _____
Acting in Kalamazoo County, Michigan

MILHAM CORNERS, LLC,
a Michigan Limited Liability Company

Date: _____, 2026

By: _____
Its: General Manager

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____
Acting in Kalamazoo County, Michigan

APPROVED AS TO FORM:

DATE 8/6/2024

Catherine P. Kaufman
CITY ATTORNEY

Prepared by:
Catherine P. Kaufman (P654120)
Bauckham Sparks
470 W. Centre Ave., Suite A
Portage, MI 49024

**CITY OF PORTAGE, MICHIGAN
RESOLUTION NO. 3
TO SET A PUBLIC HEARING ON A FACILITIES TAX
EXEMPTION CERTIFICATE FOR MILHAM CORNERS, LLC
INDUSTRIAL DEVELOPMENT DISTRICT NO. 97**

Minutes of a regular meeting of the City Council of the City of Portage, Michigan held on August 11, 2026, at 6:00 p.m., local time in the City Hall in the City of Portage.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, pursuant to 1974 PA 198, MCLA Sec. 207.551, et seq., the City Council has established Industrial Development District No. 97;

WHEREAS, Milham Corners, LLC, lessee of the realty located within said District, has applied for an Industrial Facilities Exemption Certificate under the provisions of 1974 PA 198, Sec. 5(1);

WHEREAS, 1974 PA 198 Sec. 5(2) provides that, before acting upon an application for an Industrial Facilities Exemption Certificate, the City Council shall afford the applicant, the assessor, and a representative of the affected taxing units an opportunity for a hearing;

NOW THEREFORE, BE IT RESOLVED as follows:

- 1) That the application of Milham Corners, LLC, for an Industrial Facilities Exemption Certificate shall remain on file in the office of the City Clerk.
- 2) That the City Council shall meet at City Hall on August 25, 2026, at 6:00 p.m. local time, or as soon thereafter as may be heard, and shall provide to the City Assessor and a representative of each of the taxing units an opportunity to be heard on the question of the application by Milham Corners, LLC, for an Industrial Facilities Exemption Certificate with regard to the proposed speculative facility within said Industrial Development District.

- 3) That the City Clerk shall immediately inform, by letter, the City Assessor, and the legislative body of each taxing unit which levies ad valorem taxes in the City of Portage on the property located within said Industrial Development District, as follows:
- a. The City of Portage established Industrial Development District No. 97 and has received and will consider an application for a Facilities Exemption Certificate for building construction and site improvements for a speculative building within said district.
 - b. That the City Council shall meet on August 25, 2026, at the City Hall at 6:00 p.m. local time, or as soon thereafter as may be heard, to allow the City Assessor and a representative of each of the taxing units to be heard with regard to the said application.
 - c. That, as to Milham Corners, LLC, Industrial Development District No. 97, the Industrial Facilities Exemption Certificate would be in the amount of \$1,566,000, for expenditures on land and building improvements for a Speculative Building.
- 4) All resolutions or parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

ADOPTED: AYES: Councilmember _____

NAYS: Councilmember _____

ABSENT: Councilmember _____

Erica Eklov, City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of the City of Portage, Michigan, Kalamazoo County, held on

the 11th day of August 2026, the original of which is in the official proceedings of the City Council.

Erica Eklov, City Clerk

Prepared by:
Erica Eklov, City Clerk
City of Portage
7900 S. Westnedge Avenue
Portage MI 49002

Approved as to Form:

Date: 8/6/2026

By: *Catherine K. Kaufman*
City Attorney

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Authorize the demolition of 9303 Portage Road for the reconstruction of Portage Road with proper storm drainage, a rebuilt culvert, and a multi-use trail

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer
Kendra Gwin, Director of Transportation & Utilities
Kathleen Hoyle, Director of Parks & Recreation

ACTION RECOMMENDED: Authorize the demolition of 9303 Portage Road for the reconstruction of Portage Road.

The City of Portage purchased the property at 9303 Portage Road in 2021 for \$375,000. This property was purchased with the intent of assisting with the reconfiguration and reconstruction of Portage Road at the culvert which is in poor condition and requires rebuilding. It was also justified as potentially helpful to fulfill the goals of the Lake Center Corridor Study that was underway and to support potential upgrades to Lakeview Park. The property consists of an isolated home built in 2011. It previously had a small commercial use on the property. It is uniquely situated on both the north and south sides of the drain between West Lake and Austin Lake on the east side of the road.

With the rejection of the idea of creating a walkway under Portage Road, in 2024 the City contemplated options of either selling the property or adding the property to the park. After Council discussion, it was determined to lease the property until the engineering for the Portage Road project was further along and a future use identified. This decision has proven prudent. While the construction of the first phase of Portage Road reconstruction is underway between Lake Center Elementary and South Shore Drive, the engineering for the next phase of the Portage Road 360 project has proceeded with a goal of bidding out this Fall for construction in the Spring of 2027. The more detailed documents needed for bidding out are based on the concept designs developed over the course of 2025 with extensive public input. All the details about exact trail placement, construction phases to ensure two-way traffic is maintained throughout the project, and stormwater design are now nearly finished.

Based on the engineering review, additional stormwater detention is necessary to handle the expanded storm drains added to the Portage Road reconstruction in this area. The best place for such a detention area is at the location of 9303 Portage Road as the land naturally slopes downward toward the isthmus area. In addition, the area on both sides of the drain will be needed for staging of equipment and materials for the reconstruction of the culvert under Portage Road. The culvert will be lengthened toward the east (**but not made higher underneath**) to a wider bridge surface needed for 3 lanes of traffic and 2 ten-foot paths on each side of the culvert (see attached layout). Construction of the eastern part of the culvert will take place first to provide sufficient width of the culvert to construct a temporary roadway shift (see traffic maintenance plan attached) so that two-way traffic can be maintained at all times while the other half of the culvert is rebuilt. That work will necessitate the placement of a temporary electric pole on the north side of the 9303 Portage property and construction vehicles on the south side in front of

the house, rendering the existing sidewalk and driveway inaccessible during construction. The new trail will be located in approximately the same place in front of the house and where the existing wooden bridge is located (see pictures), but will be 10 feet wide instead of the existing standard size. But there will be significant construction in front of and next to the house for at least several months in 2027 while the culvert is rebuilt.

The City did examine other alternative locations for storing stormwater but none were determined feasible. The location must be on the downward slope toward the isthmus for drainage to gravity flow. The depressed area in Lakeview Park in the Southwest corner was examined, but it would have to be a larger 100-year retention pond as it is too far from the drain to pipe the overflow from a detention pond. Upon conducting further research, because Lakeview Park land was purchased using MDNR Land and Water Conservation Funds, there is a prohibition on stormwater ponds in the park unless it also serves stormwater needs of the park itself. A retention pond further north could serve as an expanded parking lot drainage, but would also need to be able to be used for recreation either as a water feature or to walk over. In either case, the amount of park land needed to accomplish that would take over an overwhelming amount of space at the entrance to the park, including the playground, the ballfield and part of the existing parking lot, which would significantly diminish the current amenity space.

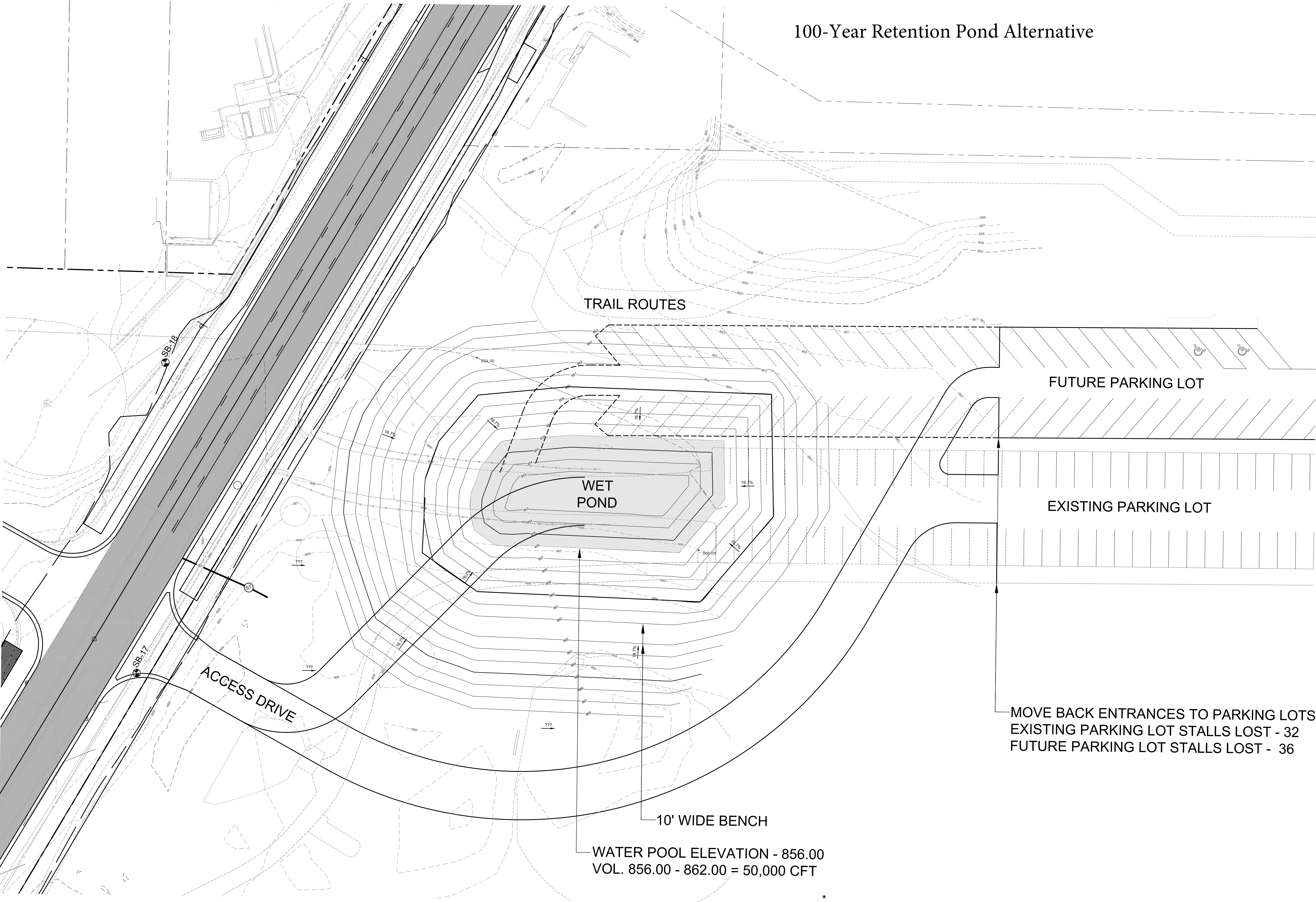
Therefore, it is recommended that Council authorize the demolition of 9303 Portage Road as necessary for the reconstruction of Portage Road with proper storm drainage, a rebuilt culvert, and a multi-use trail of 10 feet on both sides of Portage Road at the drain between West Lake and Austin Lake. The city would seek bids from private sector demolition firms to carry out the project and remove the foundation. The Department of Public Safety would be afforded the opportunity to use the structure for training prior to demolition (no live burning, however). The rental property is on a month-to-month lease and the renter would be provided at least the 60-day minimum advanced notice required to relocate after the summer is over. The intent would be to carry out the demolition before the end of the year to allow for Portage Road construction at the culvert to occur first thing in the Spring when truck limitations are lifted.

It is further recommended that after the detention pond is built on this property that it be landscaped to blend in with the nearby boardwalk improvements and be made part of Lakeview Park.

FUNDING: There are sufficient funds in the Capital Improvement Budget to cover this expense.

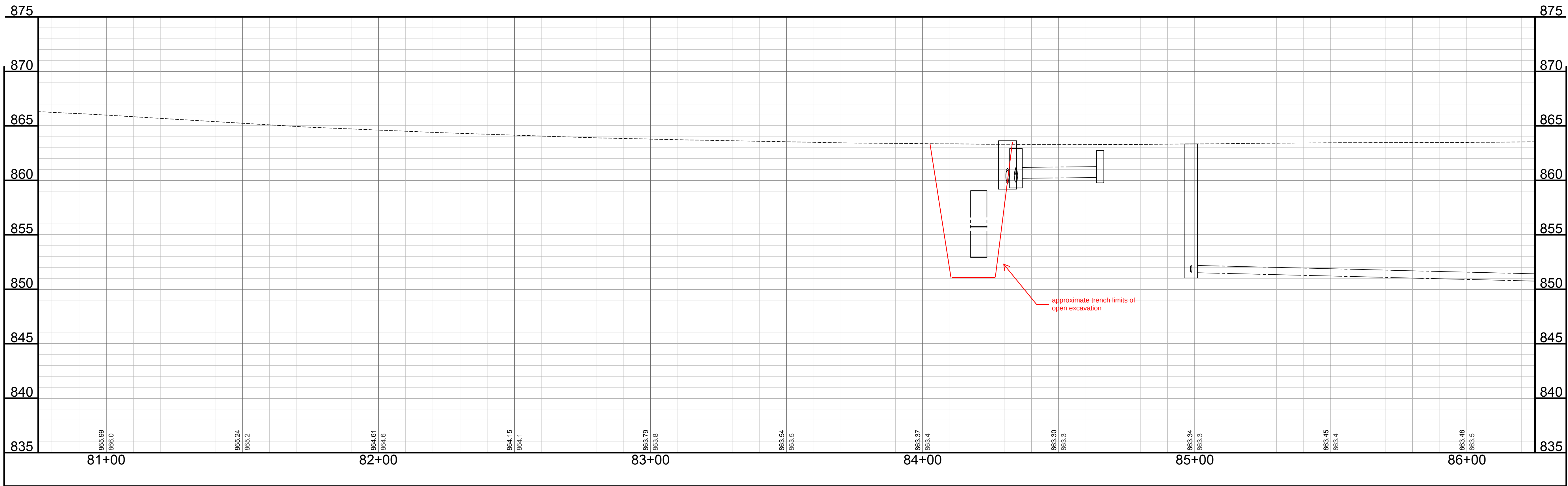
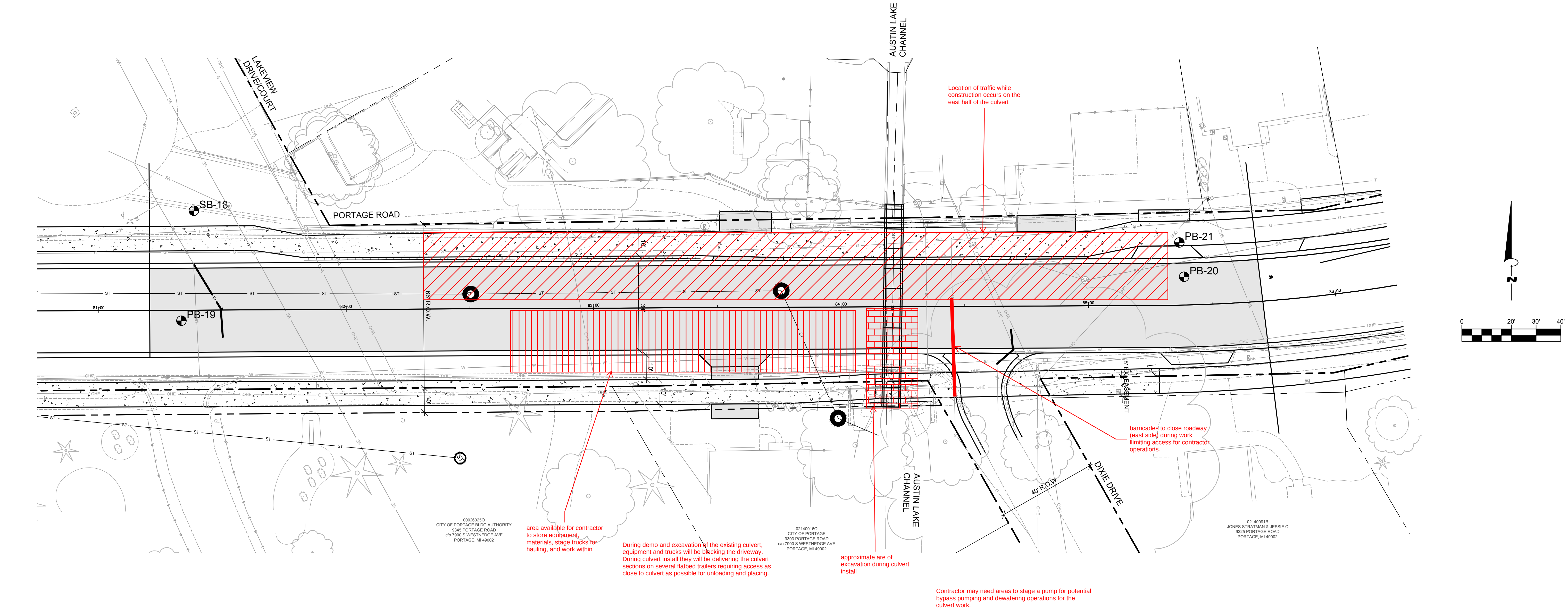
- Attachments:**
1. Portage Road Phase II stormwater detention
 2. Lakeview Park Wet Pond - 100 Year Stormwater Detention Alternative
 3. 9303 Portage Culvert Sidewalk North view
 4. 9303 Portage Culvert and Sidewalk south view
 5. Portage Road Culvert Staging
 6. 9303 Portage overhead view
 7. Maintenance of Traffic Plan at Culvert

100-Year Retention Pond Alternative









LEGEND	
	FULL DEPTH RECONSTRUCTION - INSTALL SUBBASE, CIP (12" MIN.) AGGREGATE BASE, 8 INCH; 220#/SYD HMA, 3EML (BASE); 220#/SYD HMA, 4EML (LEVELING); 220#/SYD HMA, 5EML (TOP).
	HMA PATH - INSTALL AGGREGATE BASE, 6 INCH; 165#/SYD HMA, 4EL (LEVELING); 165#/SYD HMA, 5EL (TOP).
	CONCRETE PATH - INSTALL SIDEWALK, CONC, 4 INCH; SIDEWALK AND SHARED USE PATH, CONC AS NOTED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

01 11/13/2025
FINAL SUBMITTAL

00 10/24/2025
PRELIMINARY - NOT FOR
CONSTRUCTION

REVISIONS

01 11/13/2025
FINAL SUBMITTAL

00 10/24/2025
PRELIMINARY - NOT FOR
CONSTRUCTION

DATE: JANUARY 2026
SCALE:

PLAN & PROFILE
SHEET
PORTAGE ROAD
STA TO STA



Portage GIS

Overhead view of 9303
Portage Road



Map Publication:
08/04/2026 9:21 AM



powered by
FetchGIS 

Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. City of Portage expresses no warranty for the information displayed on this map document.



1670 LINCOLN RD.
ALLEGAN, MI. 49010
269.673.8465

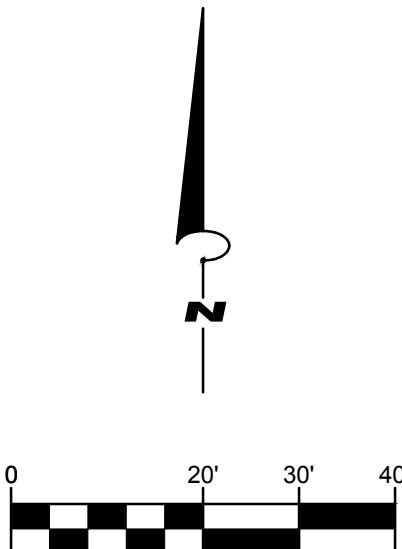
www.gowightman.com

BARON J. NEITLING
6201050508

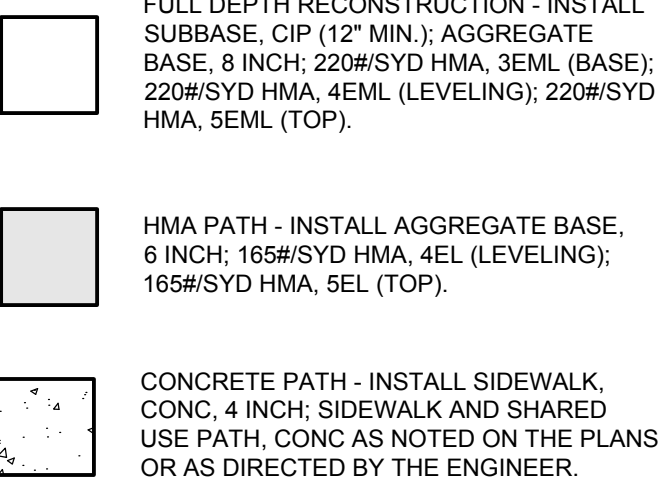
PROJECT NAME:

PORTAGE ROAD RECONSTRUCTION SOUTH SHORE DRIVE TO FOREST DRIVE

CITY OF PORTAGE
719 SOUTH WESTNEDGE
AVENUE
PORTAGE, MI 49002



LEGEND



1 11/13/2025 DJM
FINAL SUBMITTAL

0 10/24/2025 DJM
PRELIMINARY - NOT FOR
CONSTRUCTION

REVISIONS

11/13/16	City of Portage - Portage Road Lake Corridor Improvements(8)
11/13/16	AutoCAD/Phase 2 - Construction Set(24336-C07) red.dwg
11/13/16	4:22:50 PM

THE REPRODUCTION, COPYING OR OTHER
USE OF THIS DRAWING WITHOUT WRITTEN
CONSENT IS PROHIBITED.

2026 WIGHTMAN & ASSOCIATES, INC.

DATE: JANUARY 2026
 SALE:

PLAN & PROFILE
SHEET
PORTAGE ROAD
STA TO STA

OB No. 241336

MOT

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Approve a Special License Liquor Permit in the form of a Certified Council Resolution for the Portage Parks Poker Pedal (P3)

SUPPORTING PERSONNEL: Kathleen Hoyle, Director of Parks & Recreation

ACTION RECOMMENDED: Approve a Special License Liquor Permit in the form of a Certified Council Resolution for the Portage Parks Poker Pedal (P3) event.

Portage Parks & Recreation, in collaboration with the Portage Bicycle Committee, is set to host the Portage Parks Poker Pedal (P3) on Sunday, September 13, 2026 at South Westnedge Park. Council approval, in the form of a Certified Resolution, for a Special Liquor License is required to facilitate this event. Volunteers with oversight by the Parks Staff will distribute beer and wine to participants at this regional bicycle event. Participants will be riding to at least five parks to participate in an activity to win a card to complete a 5 card hand. Alcohol will only be served at the last park on the circuit, South Westnedge Park. Noncash prizes will be awarded for the best hands.

As with previous events of this nature, the Parks & Recreation Department has worked to develop controls in order to ensure a safe and successful event where alcohol is served. Controls will include temporary fencing of the event space. Parks & Recreation staff and volunteers, who are 21 years or older, will serve alcohol with oversight by Michigan TIPS certified personnel. Parks & Recreation staff will assist in monitoring the location, limiting access to alcohol to only those who are ID age certified for the consumption of alcohol at the event using a wristband process. The city's liability insurance would cover the city, staff, and volunteers who assist with the event.

It is recommended that City Council approve a Special Liquor License Permit in the form of a Certified Council Resolution for the Portage Culinary Academy event, and authorize the Acting City Manager to execute all documents related to this action on behalf of the city.

FUNDING: Parks and Recreation General Fund Budget in the amount of \$260.00

Attachments: 1. Special License Application LCC110 City of Portage Sept. 13 (003)



Special License Application

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Part 1 - Applicant Organization Information

Applicant organization name: City of Portage		
Applicant address: 7900 South Westnedge Ave		
City: Portage		Zip Code: 49002
Contact name: Kathleen Hoyle	Phone: 269-329-4522	Email: hoylek@portagemi.gov
Alternate contact name:	Phone:	Email:
1. Has the applicant organization previously received a Special License? ☒ Yes ☐ No <i>Michigan organizations must provide current articles of incorporation filed with Michigan Corporations Division. Out-of-state organizations must provide: (a) current articles of incorporation from state of issuance; (b) current certificate of good standing from state of incorporation; and (c) current Certificate of Authority to Transact Business in Michigan issued by the Michigan Corporations Division.</i>		Leave Blank - MLCC Use Only
2. Has the applicant organization been established for one (1) year or longer? ☒ Yes ☐ No Date the applicant organization was established (month/day/year): 12-31-1963		
3. Is the applicant organization a municipality? ☒ Yes ☐ No		

Part 2 - Event Information - For requests at more than one location, submit separate forms for each location.

Address of event location: 9010 South Westnedge Ave	
City, township, or village where event will be held: Portage	County: Kalamazoo
1. Will you submit your completed application at least ten (10) business days before your event? <i>It is strongly recommended that you submit the application as soon as you know the date of your event(s).</i> ☒ Yes ☐ No	
2. Do you have permission from the property owner of the location listed above to hold your event(s) on the date(s) listed below (see pages 2-3) at this location? ☒ Yes ☐ No	
3. Has the local law enforcement agency with primary jurisdiction over the event location approved this application for a Special License? (See Part 5 on Page 5) ☒ Yes ☐ No	
4. Is the event location within 500 feet of a church or school? If Yes, the church or school must consent to the event(s). (See Part 6 on Page 5) ☐ Yes ☒ No	
5. Is the event location outdoors or partially outdoors? ☒ Yes ☐ No If Yes, list the exact dimensions of the outdoor area: Submit a clear diagram of the outdoor service area with your application form. 681.25 feet X 681.25 feet = 464,102 square feet Width Length Describe type and height of the barrier that will be used to enclose the outdoor area: 4 foot high snow fence in areas not already protected by existing chain link fencing.	
6. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons: Event staffing, 21+ ID check and bracelets. No service to anyone with any visible intoxication.	

7. Is the event location situated in or on state owned land, such as a state park or National Guard armory? ☐ Yes ☒ No
If Yes, attach a copy of your documentary proof of approval to use the state owned land.

8. Is there an existing liquor licensee issued at the event location, such as a Class C or Club license? ☐ Yes ☒ No
If Yes, the existing licensee must request to place its license in escrow during the event(s). (See Part 7 on Page 5)

9. Will the event(s) involve an auction of donated wine? ☐ Yes ☒ No
If Yes, please check "Wine Auction" for the applicable event date(s) on pages 2-3. Only donated wine may be auctioned under a Special License; beer and spirits cannot be auctioned. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.

10. Will marijuana be sold and consumed under a Temporary Marihuana Event License issued by the Cannabis Regulatory Agency (CRA) within the proposed event area where alcoholic liquor will be sold and consumed? ☐ Yes ☒ No

11. Is the event location within the commons area of a Social District? ☐ Yes ☒ No
If Yes, you must obtain written documentation from the local governmental unit, including a clear diagram, that delineates the part of the commons area of the Social District to be used exclusively for your event and the part to be used exclusively by the Social District permittees during the time period for your event pursuant to [MCL 436.1551\(3\)](#). Submit the documentation and the diagram with this application.

12. The applicant organization may request up to twelve (12) Special Licenses total (one Special License per day) in a calendar year. Please complete the information below **for each individual date** for which you are requesting a Special License at this location. **If you are requesting Special Licenses for consecutive days, completely fill out a separate box for each date. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

1	Sep 13, 2026		Describe event being held: Portage P3 (Parks Pedal Poker) - regional bike event	
	Date			
	10:30AM	12:00 NOC	Special License will be used for: ☒ Beer & Wine Service ☐ Beer, Wine, & Spirit Service ☐ Wine Auction	
	Start Time	End Time	Is this date a Sunday? ☒ Yes ☐ No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? ☒ Yes ☐ No	

2	Sep 13, 2026		Describe event being held: Portage P3 (Parks Pedal Poker) - regional bike event	
	Date			
	12:00 NOC	2:30PM	Special License will be used for: ☒ Beer & Wine Service ☐ Beer, Wine, & Spirit Service ☐ Wine Auction	
	Start Time	End Time	Is this date a Sunday? ☒ Yes ☐ No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? ☐ Yes ☒ No	

3			Describe event being held:	
	Date			
			Special License will be used for: ☐ Beer & Wine Service ☐ Beer, Wine, & Spirit Service ☐ Wine Auction	
	Start Time	End Time	Is this date a Sunday? ☐ Yes ☐ No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? ☐ Yes ☐ No	

4			Describe event being held:	
	Date			
			Special License will be used for: ☐ Beer & Wine Service ☐ Beer, Wine, & Spirit Service ☐ Wine Auction	
	Start Time	End Time	Is this date a Sunday? ☐ Yes ☐ No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? ☐ Yes ☐ No	

5			Describe event being held:	
	Date			
			Special License will be used for: ☐ Beer & Wine Service ☐ Beer, Wine, & Spirit Service ☐ Wine Auction	
	Start Time	End Time	Is this date a Sunday? ☐ Yes ☐ No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? ☐ Yes ☐ No	

6			Describe event being held:	
	Date			
			Special License will be used for: ☐ Beer & Wine Service ☐ Beer, Wine, & Spirit Service ☐ Wine Auction	
	Start Time	End Time	Is this date a Sunday? ☐ Yes ☐ No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? ☐ Yes ☐ No	

12. Special license date information Continued from Page 2.

7			Describe event being held:	
	Date			
	Special License will be used for:		☐ Beer & Wine Service ☐ Beer, Wine, & Spirit Service ☐ Wine Auction	
	Start Time	End Time	Is this date a Sunday? ☐ Yes ☐ No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? ☐ Yes ☐ No	

8			Describe event being held:	
	Date			
	Special License will be used for:		☐ Beer & Wine Service ☐ Beer, Wine, & Spirit Service ☐ Wine Auction	
	Start Time	End Time	Is this date a Sunday? ☐ Yes ☐ No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? ☐ Yes ☐ No	

LCC-110 (01-23)

9			Describe event being held:	
	Date			
	Special License will be used for:		☐ Beer & Wine Service ☐ Beer, Wine, & Spirit Service ☐ Wine Auction	
	Start Time	End Time	Is this date a Sunday? ☐ Yes ☐ No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? ☐ Yes ☐ No	

10			Describe event being held:	
	Date			
	Special License will be used for:		☐ Beer & Wine Service ☐ Beer, Wine, & Spirit Service ☐ Wine Auction	
	Start Time	End Time	Is this date a Sunday? ☐ Yes ☐ No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? ☐ Yes ☐ No	

11			Describe event being held:	
	Date			
	Special License will be used for:		☐ Beer & Wine Service ☐ Beer, Wine, & Spirit Service ☐ Wine Auction	
	Start Time	End Time	Is this date a Sunday? ☐ Yes ☐ No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? ☐ Yes ☐ No	

12			Describe event being held:	
	Date			
	Special License will be used for:		☐ Beer & Wine Service ☐ Beer, Wine, & Spirit Service ☐ Wine Auction	
	Start Time	End Time	Is this date a Sunday? ☐ Yes ☐ No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? ☐ Yes ☐ No	

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Part 3 - Special License Fees - Complete the Special License fee calculation on Page 4

For Organizations established less than one year or are municipalities - a \$50.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$7.50 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

For Organizations established one year or more - a \$25.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$3.75 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

The fees must be paid by check, bank or postal money order, or by credit card, using the attached Credit Card Authorization Form (LCC-300). Checks and money orders should be made payable to **State of Michigan**.

Part 3 Continued - Special License Fees Calculation

Special License Base Fee: <i>(per Special License requested)</i>	\$50.00	If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses. Make checks payable to: State of Michigan	<i>Leave Blank - MLCC Use Only</i>
x Number of Special Licenses:	2		
= Special License Fees: <i>MLCC Fee Code: 4008</i>	\$100.00		
+ Sunday Sales Permit (P.M.) Fees: <i>MLCC Fee Code: 4032</i>			
+ Sunday Sales Permit (A.M.) Fee: <i>MLCC Fee Code: 4033</i>	\$160.00		
= TOTAL FEES DUE:	\$260.00		

Part 4 - Signatures of Applicant Organization's Officers, Witnesses, and Notary

Pursuant to administrative rule R 436.575, the president and secretary of the organization making application shall sign the application and the signatures shall be notarized. Political candidates only need to sign the president section and have it notarized.

By signing below the applicant organization's officers attest that:

We certify that all profits from the sale of beer, wine and/or spirits or from a wine auction will go to the applicant organization and not to any individual. We further certify that any license issued by the Michigan Liquor Control Commission is a contract subject to suspension or revocation by the Commission, that there shall be no liability on the part of the State of Michigan, the Commission, or any of its officers or employees by reason of such suspension or revocation, and that the granting of the license does not create a vested right.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

We certify that the information contained in this form is true and accurate to the best of my knowledge and belief. We agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. By signing this application, we are freely and voluntarily consenting and submitting to inspections of the licensed premises in accordance with MCL 436.1217(2)-(3) and R 436.1011(4). We also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Print Name and <u>Phone Number</u> of President	Signature of President	Date
Print Name of Notary	Signature of Notary	Date
Notary Public, State of Michigan, County of	Acting in the County of	
My commission expires		

Print Name and <u>Phone Number</u> of Secretary	Signature of Secretary	Date
Print Name of Notary	Signature of Notary	Date
Notary Public, State of Michigan, County of	Acting in the County of	
My commission expires		

Part 5 - Local Law Enforcement Approval*

The local law enforcement agency with primary jurisdiction over the event location must complete this section.

Name of law enforcement agency: City of Portage Department of Public Safety	
Name & title of reviewing officer: Matthew Wolfe, Director of Public Safety	
Phone number of officer: 269.329.4561	Email of officer: wolfem@portagemi.gov
If event will be held on a Sunday, is the sale of alcohol from 7:00am to 12:00 Noon on Sunday allowed in this local governmental unit? ☒ Yes ☐ No	
If the event will be held on a Sunday, is the sale of alcohol after 12:00 Noon on Sunday allowed in this local governmental unit? ☒ Yes ☐ No	
I certify that I have reviewed the application of the applicant organization for a Special License and approve the issuance of a Special License by the Michigan Liquor Control Commission at the proposed event location.	 Signature of Reviewing Officer 8/5/26 Date

Part 6 - Church/School Consent (If Applicable)*

If the event location is located within 500 feet of a church or school, the applicant organization must obtain the consent of the church or school. A church or school within 500 feet of the event location may object based on such the sale of alcohol at the location adversely affecting the church or school's operations. If a proper objection is filed, the Commission shall hold a hearing to determine whether the granting of the application will adversely affect the operation of the church or school.

Name of church or school:	
Address of church or school:	
City:	Zip Code:
Phone number:	Email:
Name of clergy member or superintendent:	
I, the authorized representative of the above named church or school, state that the church or school has no objection to the issuance of a Special License to the applicant organization at its proposed event location.	Signature of Clergy Member or Superintendent Date

***Please note: the Commission has the sole and only right to approve or deny this request for a Special License.**

Part 7 - Existing On-Premises Licensee Escrow Request (If Applicable)

If the event location is currently licensed with an on-premises license, the licensee must request that its license be placed into escrow for the date(s) and time(s) of the Special Licenses issued for use at the event location requested on this application. If the existing license would prefer to temporarily drop space from its licensed premises, it must submit a letter to the Commission requesting to drop space temporarily from its licensed premises during the event date(s) and time(s), accompanied by a diagram showing the area where the license will temporarily drop space from its licensed premises to accommodate the applicant organization.

Name of licensee:	Business ID Number:
Type of license held at this location (e.g. Class C, Club, Tavern, etc.):	
Phone number:	Email:
Name of authorized signer for licensee:	
I, the authorized signer, for the above named on-premises licensee, request that the licensee's licenses at this location be placed into escrow during the date(s) and time(s) specified for the Special Licenses issued for use at this location.	Signature of Authorized Signer for Licensee Date



Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License

(Required under Administrative Rule R 436.576 - Not Required for Candidate Committee)

At a ☐ Regular ☐ Special meeting of the ☐ Membership ☐ Board of Directors

called to order by _____ on _____ at _____
(Date) (Time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(Name of Organization)

for a Special License to serve alcohol on _____
(Event Date or Dates)

to be located at _____
(Physical Address - Include Location Name, Street Address, City, State, & Zip Code)

It is the consensus of this body that the application be _____ for issuance.
(Recommended or Not Recommended)

Approval Vote Tally

Yeas: _____

Nays: _____

Absent: _____

Certification by Authorized Officer of Organization:

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the

☐ Membership ☐ Board of Directors at a ☐ Regular ☐ Special meeting held on _____
(Date)

Print Name & Title of Authorized Officer

Signature of Authorized Officer

Date



Wine Auction Special License Wine Donation Record

List the name and address of each person that has donated wine to the applicant organization for the wine auction and list the brand(s) and quantity donated. The applicant organization shall not accept donations of wine from a business licensed by the Michigan Liquor Control Commission. An authorized officer of the applicant organization must sign this donation record form.

Applicant organization:			Wine auction date:
Donor Name	Donor Address	Wine Brand(s) Donated	Quantity Donated

Signature of Authorized Officer

I hereby certify that all persons listed above have donated wine to the applicant organization listed above for this wine auction, to be conducted pursuant to the Michigan Liquor Control Code, MCL 436.1527. The persons listed above have donated wine to the applicant organization as individuals and not for or on behalf of any retailer, supplier, or wholesaler business licensed by the Michigan Liquor Control Commission.

Print Name of Authorized Officer

Signature of Authorized Officer

Date



Michigan Department of Licensing and Regulatory Affairs
Finance and Administrative Services
Revenue Services

LARA Revenue Services **is not** a part of
the Michigan Liquor Control
Commission (see note below).

Credit Card Authorization Form

**** FAX COMPLETED FORM TO SECURE FAX LINE: 517-284-8557 ****

**** DO NOT EMAIL OR MAIL THIS FORM ****

Requests with credit card payments that are not faxed to the above secure fax line will be destroyed along with the credit card authorization in order to ensure the security of applicants' personal credit card numbers.

****IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED****

Name on Card: _____

Payment Amount: _____

Billing Address: _____

Card Number: _____

City: _____ State: _____ Zip Code: _____

Check One:

Phone: _____

☐ MasterCard ☐ Visa ☐ Discover ☐ American Express

Email: _____

Security Code/CVV Code: _____

Applicant/Licensee Name: _____ Request or Business ID #: _____

Expiration Date: _____

Payment is for: _____

Signature _____

IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED.

Credit Card Payment Itemization:

Fee Type	Fee Amount	MLCC Fee Code
☐ Inspection Fee(s):	_____	4036
☐ Special License Fee(s):	_____	4008
☐ Temporary Authorization Fee:	_____	4037
☐ License Renewal Fee(s):	_____	4004
☐ Manufacturer License(s):	_____	4038
☐ Wholesaler License(s):	_____	4085
☐ New Retailer License(s):	_____	4012
☐ Transfer Retailer License(s):	_____	4034
☐ Conditional License	_____	4012
☐ New Add Bar ☐ Transfer Add Bar:	_____	4012/4034
☐ Sunday Sales Permit (AM):	_____	4033
☐ Sunday Sales Permit (PM):	_____	4032
☐ Catering Permit:	_____	4031

LARA Revenue Services **is not** a part of the Michigan Liquor Control Commission (MLCC). Receipt of payment and application forms by LARA Revenue Services does not constitute receipt of an application by the MLCC. **Applications submitted through LARA Revenue Services may take up to two (2) additional business days to be received by the MLCC after receipt by LARA Revenue Services.**

For requests that require a timely receipt of an application by the MLCC to be processed, such as Special Licenses and temporary requests, please ensure that your application will be received in adequate time to be processed by the MLCC after the payment is received and processed by LARA Revenue Services.

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Michigan Municipal League Annual Meeting

SUPPORTING PERSONNEL:

ACTION RECOMMENDED: Designate Councilmember Jihan Young as the Voting Representative and Councilmember Nicole Miller as the Alternate for the City of Portage at the Annual Meeting of the Michigan Municipal League to be held on October 7th in Traverse City, Michigan.

The Michigan Municipal League (MML) Annual Convention will be held in Traverse City from October 7th - 9th 2026. The League's Annual Meeting is scheduled for 4:30 p.m. in the Governor's A Room at the Grand Traverse Resort. Representatives will vote to elect five members to the MML Board of Trustees. Members present will also vote on the MML Core Legislative Policies.

Therefore, it is recommended that City Council designate Councilmember Jihan Young as the Voting Representative and Councilmember Nicole Miller as the Alternate for the City of Portage at the Annual Meeting of the Michigan Municipal League to be held on October 7th, 2026, in Traverse City, Michigan.

FUNDING: N/A

Attachments: 1. Convention Representative Designation

July 30, 2026

Michigan Municipal League Annual Meeting Notice**(Please present at the next Council, Commission or Board Meeting)**

Dear Official:

The Michigan Municipal League Annual Convention will be held in Traverse City, October 7-9, 2026. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, October 7 in Governors' A at the Grand Traverse Resort. The meeting will be held for the following purposes:

1. Election of Trustees. To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. Policy. A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <https://mml.org/resources-research/delegate/>. If you would like to receive a copy of the proposed principles by fax, please call Monica Druksis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **September 7, 2026**.

3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than September 7, 2026.**



We love where you live.

Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **September 7, 2026**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, “Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.

We love where you live.

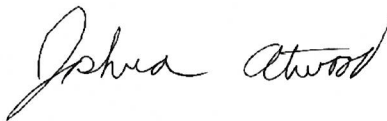


3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, October 6, 2026, at Grand Traverse Resort for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Joshua Atwood
President
Commissioner, City of Lapeer



Daniel P. Gilmartin
Executive Director & CEO

We love where you live.



TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: City Manager Finalist Interviews and Public Reception

SUPPORTING PERSONNEL: Shannon Hertz, Director of Human Resources

ACTION RECOMMENDED: Set a special meeting on Tuesday, August 25, 2026, at 12:30 PM for interviews of City Manager finalist candidates in City Council Chambers.

The City Council has already scheduled the first round of interviews for City Manager candidates for August 19, 2026. In order to prepare and publicize the interviews of the finalist candidates, it is recommended that City Council set a special meeting on Tuesday, August 25, 2026, at 12:30 p.m. for interviews of City Manager finalist candidates in City Council Chambers. Call to Order is scheduled for 12:30 p.m. and the first interview is planned to begin at 12:35 p.m.

Once the interviews are complete, tentatively around 4:00 p.m., a reception for the public, candidates and elected officials will be held at the Portage Zhang Senior Center. The reception is planned to begin at 4:30 p.m. and last until 5:45 p.m. The reception will be located in the main floor café space and include light refreshments and non-alcoholic beverages. The Regular City Council Meeting will then commence at 6:00 p.m.

FUNDING: N/A

Attachments: None

Minutes of Boards & Commissions

TO: Honorable Mayor and City Council

FROM: Adam Herringa, Acting City Manager

SUBJECT: Ordinance Amendment O-4-2026 (RUDO Zoning Map)

SUPPORTING PERSONNEL: Peter Dame, Chief Development Officer

ACTION RECOMMENDED: Subsequent to the Public Hearing, consider approving Rezoning Amendment #26/27-1 to amend the Code of Ordinances of the City of Portage, Michigan, Article 4 - Zoning of Chapter 42 and Chapter 44 by adopting a zoning map amendment to effectuate a city-wide rezoning as more specifically described in Ordinance O-4-2026.

The City of Portage proposes to amend Article 4 of the Code of Ordinances of Portage, Ch. 42 and Ch. 44 by adopting a zoning map amendment to implement a city-wide rezoning of residential properties as more specifically described in Ord. O-4-2026. This map amendment follows the recently adopted text amendment No. #25/26-3, which the Council adopted on June 23, 2026. That action established the Residential Unified Development Ordinance (UDO) in Chapter 44 and amended corresponding sections of Articles 4-6 of Ch. 42 Land Development Regulations.

The previously adopted text amendment consolidated existing residential zoning districts into fewer districts, among other zoning changes as supported by the city's Master Plan '[Portage Forward Together 2045](#)'. The proposed zoning map amendment reflects this consolidation and conversion, as outlined in the chart below. Also, one parcel of the existing OS-1 Office Service District will be rezoned to RN for 1706 West Centre Avenue (PCN: 05941-054-O) to allow for the rebuilding of a single-unit detached residential dwelling destroyed by the May 2024 tornado. The existing and proposed zoning maps are attached.

EXISTING ZONING DISTRICTS	CONVERTS TO THE FOLLOWING DISTRICTS
1) R-1C One Family Residential 2) R-1D One Family Residential	1) RE Residential Estate
3) R-1A One Family Residential 4) R-1B One Family Residential 5a) R-1T Attached Residential	2) RN Residential Neighborhood

5b) R-1T Attached Residential	3) RM Residential Mixed
6) RM-1 Multiple Family Residential	
7) RM-2 Multiple Family Residential	
8) OS-1 Office Service District for 1706 West Centre Avenue (PCN: 05941-054-O)	2) RN Residential Neighborhood

In summary, all existing residentially zoned properties in the R-1A and R-1B district properties are proposed to be converted to the new RN District. All RM-1 and RM-2 residentially zoned districts are proposed to be converted to the new RN District. All R-1C and R-1D district properties are proposed to be converted to the new RE district. The properties that are currently zoning R-1T were converted to either RN or RM, as appropriate, depending on the property's existing building types and the Future Land Use category - taking care to avoid creating non-conformities for existing housing.

The proposed map was presented at the Planning Commission meetings and hearings on the Residential UDO in March and April of this year. It has been on the city website since March. It was also presented along with the hearing and adoption of the Residential UDO by the City Council on June 23, 2026.

The following sections of Chapter 42. Division 8. Subsection 651 *Amendments to this Article*, procedures and regulations apply to the proposed zoning map amendment:

- [Sec. 42-651. Amendments to this Article](#)

Under this article, the zoning map amendment request has been filed by the City of Portage to effectuate the RUDO standards previously approved under text amendment No. #25/26-3. The rezoning #26/27-1 for zoning map amendment was recommended to the City Council for approval by the Planning Commission after a public hearing at the July 16, 2026, Planning Commission meeting. The zoning map amendment was received and set for a public hearing for August 11, 2026 by the City Council at the July 21, 2026, City Council meeting. Under Sec. 42-651, the Planning Commission and the City Council determine if the rezoning is consistent with the Master Plan, Future Land Use Map, surrounding development patterns, and general land use considerations.

The proposed rezoning amendment is a citywide change to all existing residential zoning districts, pursuant to recently adopted new definitions of residential zones. There is no development that is being proposed concurrent with the proposal. If and when development is proposed, applicable permits would be pursued and reviewed for consistency with the standards of the Unified Development Ordinance text amendment No. #25/26-3 (O-4-2026). The Master Plan and Future Land Use Map were utilized in establishing the recently-approved text amendment, and were a guide for the proposed zoning map amendment. Therefore, staff finds the map amendment consistent with the Master Plan and Future Land Use Map.

Public Noticing Requirement

To consider and adopt the rezoning map, the City Council must publish a public notice for the August 11 public hearing. This notice was published in the Kalamazoo Gazette on July 23, 2026.

PRIOR ACTION: Planning Commission Public Hearing

On July 16, 2026, the Planning Commission reviewed and discussed Rezoning #26/27-1 for a zoning

map amendment to effectuate a city-wide rezoning as more specifically described in Ordinance O-4-2026 after holding a duly noticed public hearing. No public comments were received. Staff answered the Planning Commission's questions during the meeting (see the attached July 16, 2026, Planning Commission meeting minutes).

After careful consideration, the Planning Commission voted unanimously (6 to 0) to recommend to City Council the approval of Rezoning Amendment #26/27-1 to amend the Code of Ordinances of the City of Portage, Michigan, Article 4 - Zoning of Chapter 42 and Chapter 44 by adopting a zoning map amendment to effectuate a city-wide rezoning as more specifically described in Ordinance O-4-2026.

RECOMMENDATION

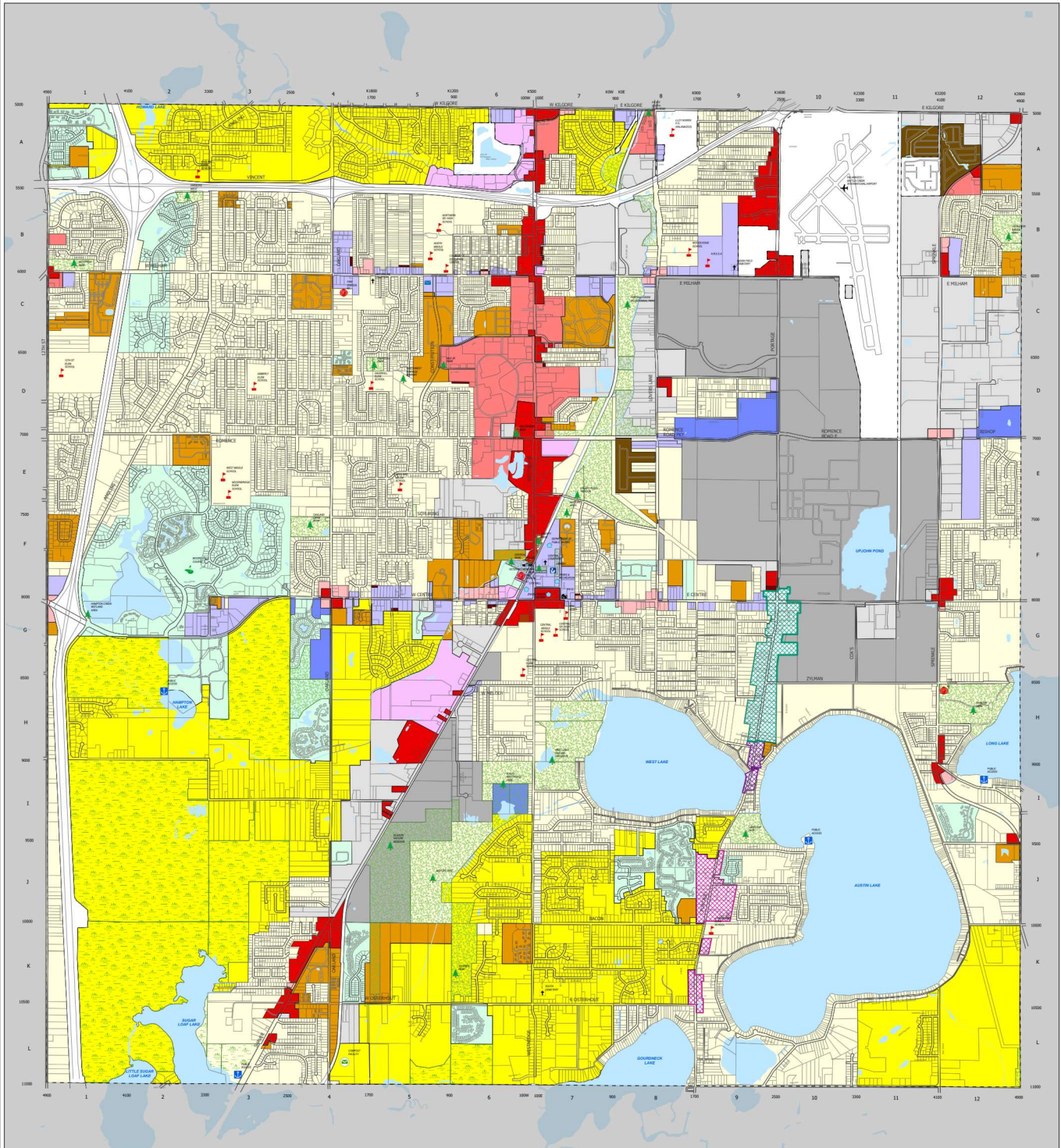
It is recommended, subsequent to the Public Hearing, that the City Council approve the Rezoning Amendment #26/27-1 to amend the Code of Ordinances of the City of Portage, Michigan, Article 4 - Zoning of Chapter 42 and Chapter 44 by adopting a zoning map amendment to effectuate a city-wide rezoning as more specifically described in Ordinance O-4-2026.

FUNDING: Not Applicable

- Attachments:**
1. Proposed Zoning Map
 2. Existing Zoning Map
 3. Planning Commission Transmittal
 4. Draft July 16, 2026 Planning Commission Minutes
 5. 2026 Rezoning RUDO Map Public Hearing Notice

Proposed Official Zoning Map

Effective Date: UDO DATE



Legend

- State/DNR
- Parklands
- Zoning District**
- B-1 Local Business
- B-2 Community Business
- B-3 General Business
- P-1 Vehicular Parking
- CPD Commercial Planned Development
- OS-1 Office Service
- OTR Office Technology and Research
- I-1 Light Industry
- I-2 Heavy Industry
- LC-B Lake Center Business (Corridor)
- LC-C Lake Center Core (Corridor)
- LC-E Lake Center Edge (Corridor)
- CC-MU City Centre Mixed Use
- PD Planned Development
- RE Residential Estate
- RM Residential Mixed
- RH Residential Neighborhood
- MH-C Mobile Home Community



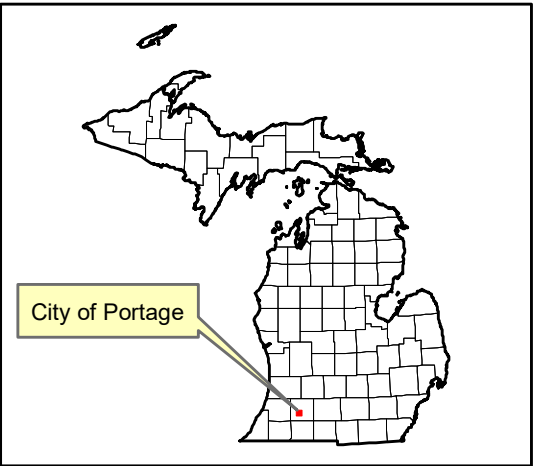
0 750 1,500 3,000 4,500 Feet

ZONING MAP

EFFECTIVE DATE: OCTOBER 15, 2025

Legend

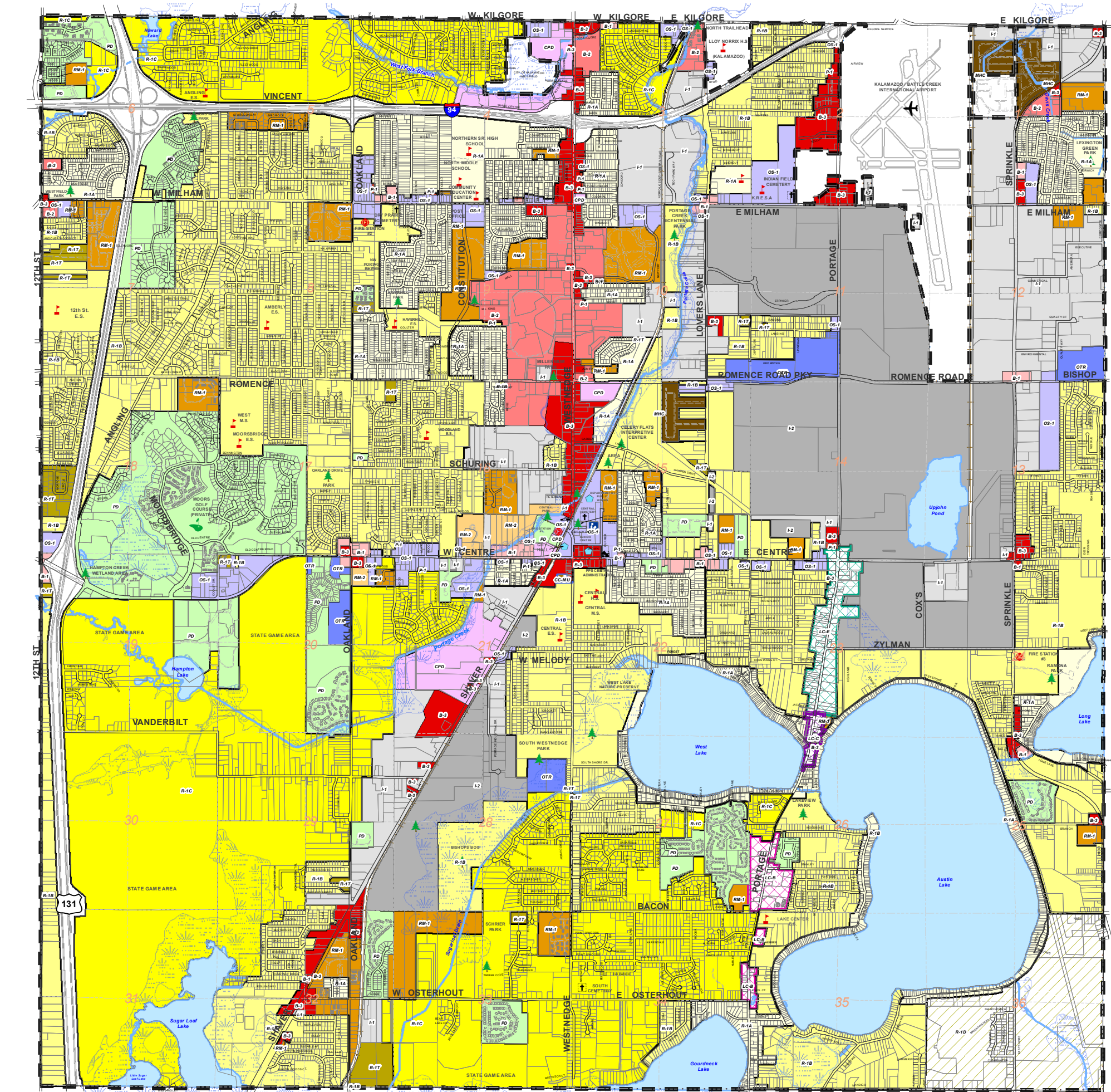
- | | |
|--|--|
|  City Boundary |  LC-E Lake Center Edge (Corridor) |
|  100 Year Floodplain |  LC-C Lake Center Core (Corridor) |
|  Railroad |  LC-B Lake Center Business (Corridor) |
|  B-1 Local Business |  PD Planned Development |
|  B-2 Community Business |  R-1A One Family Residential |
|  B-3 General Business |  R-1B One Family Residential |
|  CPD Commercial Planned Development |  R-1C One Family Residential |
|  I-1 Light Industry |  R-1D One Family Residential |
|  I-2 Heavy Industry |  R-1T Attached Residential |
|  OS-1 Office Service |  RM-1 Multiple Family Residential |
|  OTR Office Technology and Research |  RM-2 Multiple Family Residential |
|  P-1 Vehicular Parking |  MHC Mobile Home Community |
|  CC-MU City Centre Mixed Use | |



1 inch = 3,200 feet

This is to certify that this is a copy of the official zoning map referred to in section of 42-161 of the Zoning Code of the City of Portage Adopted Jan. 14, 2020

CLERK



TO: Honorable Mayor and City Council

FROM: City of Portage Planning Commission

DATE: July 16, 2026

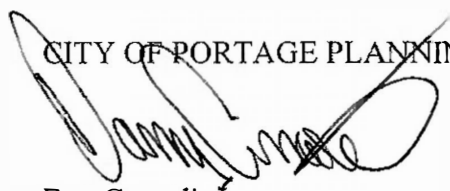
SUBJECT: Rezoning #26/27-1: to amend the Code of Ordinances of the City of Portage, Michigan, Article 4 - Zoning of Chapter 42 and Chapter 44 by adopting a zoning map amendment to effectuate a city-wide rezoning as more specifically described in Residential Unified Development Ordinance (O-4-2026).

On July 16, 2026, the Planning Commission reviewed and discussed Rezoning #26/27-1 for a zoning map amendment to effectuate a city-wide rezoning as more specifically described in Ordinance O-4-2026. City Staff, Eric Feldt, Senior City Planner, and Peter Dame, Chief Development Officer, presented to support the proposed Zoning Map Amendment. No public comments were received. Staff answered Planning Commission's questions during the meeting.

After careful consideration, the Planning Commission voted (6-0) to recommend to City Council the approval of Rezoning #26/27-1: To amend the Code of Ordinances of the City of Portage, Michigan, Article 4 - Zoning of Chapter 42 and Chapter 44 by adopting a zoning map amendment to effectuate a city-wide rezoning as more specifically described in Residential Unified Development Ordinance (Ordinance O-4-2026).

Sincerely,

CITY OF PORTAGE PLANNING COMMISSION



Dan Corradini
Chairman

Attachments: Draft July 16, 2026, Planning Commission meeting minutes

CITY OF PORTAGE PLANNING COMMISSION

**Thursday, July 16, 2026
7:00 PM
Portage City Hall Council Chambers**

The City of Portage Planning Commission meeting of July 16, 2026, was called to order by Chair Corradini at 7:00 p.m.

IN ATTENDANCE

- Eric Feldt, Senior City Planner
- Josh Thall, City Attorney
- Peter Dame, Chief Development Officer
- Biqi Zhao, Deputy Director of Planning and Zoning

ROLL CALL

Mr. Feldt called the roll: Chairman Corradini (yes); Vice Chair Baldwin (no); Urban (yes), Adams (no); Copp (no); Orwig (yes); Kusisto (yes); Miller (yes); and Crowell (yes).
6-Present; 3-Absent.

Motion by Chair Corradini, seconded by Commissioner Crowell, to excuse Commissioners Adam and Copp, and Vice Chair Baldwin. Motion carried 6-0.

APPROVAL OF MINUTES

1. Minutes dated July 2, 2026

Motion by Chair Corradini, seconded by Commissioner Kusisto to approve July 2, 2026, minutes as submitted. Upon voice vote, motion carried 6-0.

SITE/FINAL PLANS:

None.

PUBLIC HEARINGS

1. Rezoning #26/27-1: To amend the Code of Ordinances of the City of Portage, Michigan, Article 4 - Zoning of Chapter 42 and Chapter 44 by adopting a zoning map amendment to effectuate a city-wide rezoning as more specifically described in Ordinance O-4-2026.

Mr. Feldt provided a presentation outlining the purpose and procedure of the amendment, summarized applicable Master Plan elements, and explained applicable zoning code sections. He stated that the City is the applicant of the amendment and it is associated with a recently approved text amendment of the Unified Development Ordinance. Mr. Dame presented the existing and proposed Zoning maps. He

indicated that many existing zoning districts will be combined and only one parcel would be specifically rezoned from Office to Residential. He recommended the Commission open public hearing to receive any public comments, and that staff will answer any questions the Commission may have thereafter.

Chair Corradini opened public hearing.

No public hearing comments were received.

Motion by Chair Corradini, seconded by Commissioner Kusisto to close public hearing. Upon voice vote, motion carried 6-0.

Various Commissioners asked clarifying questions about the single parcel rezone from Office to Residential.

Mr. Dame indicated that the rezone allows for rebuilding of a home damaged by a storm.

Commissioner Urban asked clarifying questions about various R-1T parcels being consolidated to RN or RM.

Mr. Dame and Mr. Feldt explained the consolidation criteria for those parcels.

Commissioner Miller asked about any development protection near 100-year flood areas.

Mr. Feldt indicated there are none, but flood regulations and flood permit apply to future development in those areas to protect from flood events.

Motion by Chair Corradini, seconded by Commissioner Crowell to recommend City Council approval of Rezoning #26/27-1: To amend the Code of Ordinances of the City of Portage, Michigan, Article 4 - Zoning of Chapter 42 and Chapter 44 by adopting a zoning map amendment to effectuate a city-wide rezoning as more specifically described in Ordinance O-4-2026.

Upon a roll call vote, motion carried 6-0.

OLD BUSINESS

None.

NEW BUSINESS

1. Election of Officers

The Commission approved the following new officers for the 26/27 fiscal year:

- Chair: Corradini (No change)
- Vice Chair: Vice Chair Baldwin (No change)
- Secretary: Kusisto

STATEMENT OF CITIZENS

None.

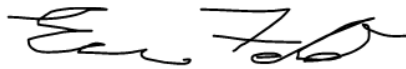
STATEMENT OF COMMISSIONERS/ STAFF

Chair Corradini and Commissioner Kusisto indicated they may be absent from the next Planning Commission on August 6.

ADJOURNMENT

Chair Corradini adjourned the meeting at 7:45p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric Feldt".

Eric Feldt
Senior City Planner

DRAFT

**PUBLIC HEARING
CITY OF PORTAGE, MICHIGAN
NOTICE**

TO: THE RESIDENTS AND PROPERTY OWNERS OF THE CITY OF PORTAGE AND ALL INTERESTED PERSONS.

NOTICE IS HEREBY GIVEN that the City of Portage City Council will conduct a public hearing on Tuesday, August 11th in the Council Chambers of Portage City Hall, 7900 South Westnedge Avenue at 6:00 p.m. (or as soon thereafter as may be heard) at the following public hearings:

- 1. Rezoning 26/27-1:** The City of Portage seeks to amend the Code of Ordinances of the City of Portage, Michigan, Article 4 – the Zoning of Chapter 42 and Chapter 24 by adopting a zoning map amendment to effectuate a city-wide rezoning as more specifically described in Ordinance O-4-2026 which includes the elimination of the following zoning districts, the establishment of the following districts, and the rezoning of all residentially zoned properties within in the City as follows:
 - Existing R-1A and R-1B One Family Residential Districts become new RN Residential Neighborhood District; R1-A and R1-B properties will be rezoned to RN.
 - Existing R-1C and R-1D One Family Residential Districts become new RE Residential Estate; R1-C and R1-D properties will be rezoned to RE.
 - Existing RM-1 and RM-2 Multifamily Residential District become the new RM Residential Mixed District; RM-1 and RM-2 properties will be rezoned to RM.
 - Existing R-1T Attached Residential District becomes part of the new RN and RM districts; existing R1-T properties will be rezoned to RN and/or RM districts.
 - Existing OS-1 Office Service District will be rezoned to RN for 1706 W Centre Avenue (PCN: 05941-054-O).

All interested persons are welcome to attend the public hearing and comment on the proposed amendments. Written comments may also be submitted to the Office of the City Clerk prior to 12:00 p.m. (noon) on the day of the public hearing by emailing cityclerk@portagemi.gov. Copies of the full amendments are available for review between the hours of 7:30 a.m. and 5:30 p.m. Monday through Thursday (Friday 8:00 a.m. to 12 noon) in the Department of Community Development, Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan, 49002 or by visiting the City of Portage website at www.portagemi.gov. To make public comment remotely during the meeting, dial (844) 875-7777 and use access code 7577015, then press *6 to enter the queue.

Dated: July 23, 2026

Erica Eklov, City Clerk